

CITY OF KETCHUM, IDAHO

CITY COUNCIL MEETING Monday, December 18, 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 <u>www.ketchumidaho.org/meetings</u>.

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

- Join us via Zoom (please mute your device until called upon) Join the Webinar: https://ketchumidaho-org.zoom.us/j/84206623867 Webinar ID:842 0662 3867
- Address the Council in person at City Hall.
- Submit your comments in writing at <u>participate@ketchumidaho.org</u> (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:

<u>1.</u> Public comments submitted

CONSENT AGENDA:

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

- 2. Recommendation to approve minutes of December 4, 2023 City Clerk Trent Donat
- 3. Authorization and approval of the payroll register Treasurer Shellie Gallagher
- 4. Authorization and approval of the disbursement of funds from the City's treasury for the payment of bills Treasurer Shellie Gallagher

- 5. Recommendation to receive and file monthly Treasurer's financial reports Treasurer Shellie Gallagher
- <u>6.</u> Recommendation to receive and file year-end (FY23) Treasurer's financial reports Treasurer Shellie Gallagher
- 7. Recommendation to approve Purchase Order 24057 related to reimbursement of additional subgrade site excavation remediation for Old City Hall/Bluebird Community Housing site City Administrator Jade Riley
- 8. Recommendation to approve Resolution 23-014 establishing 2024 Traffic Authority meeting dates (corrected) Administrative Assistant Streets & Facilities Kelli Trapp
- <u>9.</u> Recommendation to approve Resolution 23-020 appointing members to the Ketchum Arts Commission Events Manager Eryn Alvey
- <u>10.</u> Recommendation to approve Purchase Order 24055 with HDR Engineering for aeration upgrades construction services Wastewater Division Supervisor Mick Mummert
- <u>11.</u> Recommendation to approve Purchase Order 24056 with McClure Policy, LLC for governmental relations services during the 2024 Idaho Legislative Session City Administrator Jade Riley
- <u>12.</u> Recommendation to approve Resolution 23-021 for updated City of Ketchum Employee Handbook - City Administrator Jade Riley
- <u>13.</u> Recommendation to approve Resolution 23-022 for the surplus of various items via Public Surplus auctions City Clerk & Business Manager Trent Donat
- <u>14.</u> Recommendation to approve Resolution 23-019 for revised procurement policies and procedures City Administrator Jade Riley & City Clerk & Business Manager Trent Donat
- Recommendation to approve Resolution 23-023 reserving the forgone amount for fiscal year
 2024 for potential use in subsequent years City Clerk & Business Manager Trent Donat
- <u>16.</u> Recommendation to approve Memorandum of Understanding (MOU) 23-019 with City of Sandpoint, Resort Cities Coalition (RCC) member City Administrator Jade Riley

PUBLIC HEARING:

<u>17.</u> Recommendation to hold a public hearing and approve the See View & Saddle Light Lot Line Shift Application - Associate Planner Adam Crutcher

NEW BUSINESS:

<u>18.</u> Recommendation to approve FY23 Independent Financial Audit - Treasurer Shellie Gallagher and Brady Workman, Workman & Company

EXECUTIVE SESSION:

19. Pursuant to Idaho Code 74-206(1)(c) - To acquire an interest in real property not owned by a public agency.

ADJOURNMENT:

From:	James Hungelmann <jim.hungelmann@gmail.com></jim.hungelmann@gmail.com>
Sent:	Tuesday, December 5, 2023 12:49 PM
То:	Neil Bradshaw; Jim Slanetz; Michael David; Amanda Breen; Courtney Hamilton; Participate
Subject:	Fwd: No Amount of Evidence (will ever persuade an idiot) - Conspiracy Music Guru - YouTube

For the record of next City Council Meeting, General Public Comment:

I hope you understand.

https://www.youtube.com/watch?v=PKYN3-GB7y0

From:	James Hungelmann <jim.hungelmann@gmail.com></jim.hungelmann@gmail.com>
Sent:	Tuesday, December 5, 2023 12:33 PM
То:	Neil Bradshaw; Jim Slanetz; Michael David; Courtney Hamilton; Amanda Breen; Participate
Subject:	Re: Anyone notice the churches don't ring their bells anymore before Sunday services ?

Legally preempted , eh?

https://www.youtube.com/watch?v=PKYN3-GB7y0

El mar, 5 dic 2023 a las 9:23, James Hungelmann (<<u>jim.hungelmann@gmail.com</u>>) escribió: "Legally Preempted", are we? Eh?

------ Forwarded message ------De: **ed flory** <<u>coachflory@hotmail.com</u>> Date: mar, 5 dic 2023 a las 9:01 Dear City of Ketchum and whom it may concern,

I am the owner of the property of 211 Leadville Avenue North. I saw an article in the Mountain Express about my neighbor to the West (200 North Main Street) submitting plans for development. I requested a copy of the plans, and have had a chance to review the documents dated 5/30/2023.

I am in strong opposition to the project as currently designed. The height and bulk are out of scale and enormous. The building dwarfs its neighbors, and obliterates the view of the historic 'Casino' sign as you drive into town. We should not sacrifice the character of Main Street and the town we all love. Please refer to attached ASK-006, you can see how huge this proposed development is, especially compared to the existing building located on the site.

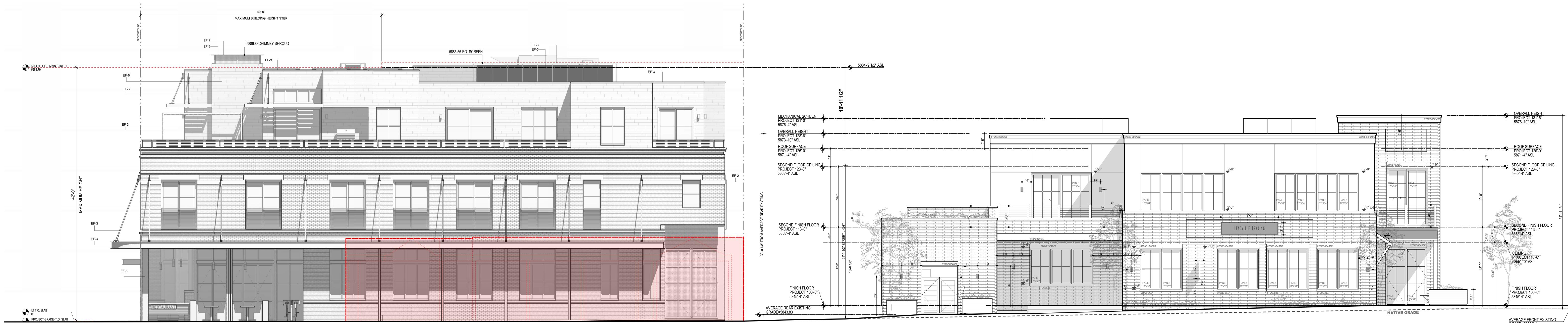
It will also wipe out the Baldy view from my own development. Please reference ASK-009 showing the approximate bulk of the proposed development as visible from my second floor. The visual impact will be even greater for the public, as experienced from the sidewalk. I realize views are not protected, but if everyone builds to a similar standard, equity is maintained. During the design review of our project, we received very positive feedback on the scale of our building. Ketchum residents want to maintain a two-story scale near the historic one and two story buildings along Main Street.

I question if the city's decision to allow additional FAR and the associated additional bulk for workhouse housing is the correct decision in the CC zone.

Having done many projects myself, I am in favor of good development. But in the current building boom that is expanding our small town, let's not lose sight of maintaining the character of Ketchum by allowing new developments to maximize their bulk. Particularly in the heart of downtown along Main Street.

Thank you,

Mark Dooley



 $\frac{\text{ELEVATION: PROPOSED NEIGHBOR COMPARISON}}{\text{SCALE: 1/4"} = 1'-0"}$

THE JARVIS GROUP ARCHITECTS, AIA PLLC	
J 511 SUN VALLEY ROAD POSTAL BOX 626 KETCHUM, IDAHO 83340 PHONE 208.726.4031 ♦ FAX 208.726.4097	
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THESE DRAWINGS AND DETAILS ARE PROTECTED UNDER FROPERAL COPYRIGHT LAWS AND ARE EXCLUSIVE PROPERTY OF THE ARCHITECT. ANY UNAUTHORIZED USE, INCLUDING REPRODUCTION WITHOUT THE EXPRESS WRITTEN PERMISSION OF THE JARVIS GROUP, PLICE DRAWN DATE 06.266.2023 FILE PERMIT SET REVISIONS NO. DATE DATE DESCRIPTION	
ON ASK-006	PROPOSED NEIGHBOR HEIGHT COMPARISON



DIAGRAM: THREE STORY BUILDING



LEADVILLE TRADING PROPOSED NEIGHBOR HEIGHT COMPARISON PHOTO 8.15.2023



From:	City of Ketchum Idaho <participate@ketchumidaho.org></participate@ketchumidaho.org>
Sent:	Thursday, December 7, 2023 8:48 AM
То:	Participate
Subject:	Form submission from: Contact Us

Submitted on Thursday, December 7, 2023 - 8:47am

Submitted by anonymous user: 184.177.141.131

Submitted values are:

First Name Sherry Last Name Aanestad Email saanestad@yahoo.com Question/Comment Love the lights on the Broadway bridge. Thanks for fixing them each year.

The results of this submission may be viewed at:

https://www.ketchumidaho.org/node/7/submission/11887

From: Harry Griffith <harry@sunvalleyeconomy.org>
Sent: Wednesday, December 6, 2023 5:07 PM
To: Participate
Cc: mike@mda-arc.com
Subject: SVED Support for 200 N Main Projet

SVED supports the planned uses for the new building at 200 N Main St coming in front of P&Z on Dec 12th. This building has been designed with both a major new restaurant space and workforce housing, elements that are in short supply in the community and not easy to integrate into project design.

The smaller rental units with storage should be attractive to an income constrained individual due to a lower price point then is generally available in the downtown core due to their smaller size and limited amenities. The large restaurant has the potential to attract a major new player to our town due to its location, size and configuration.

I would urge you to find favorably for this project which focuses on elements that will improve the vibrancy of Ketchum need as opposed to maximizing developer profits.

Respectfully,

Harry Griffith Executive Director, Sun Valley Economic Development 208-721-7847 www.SunValleyEconomy.org December 7, 2023

To: City of Ketchum and Planning and Zoning Committee From: Melinda Murtaugh, Ketchum Resident, 320 E. Second St (Main St) **Re: Proposed building on the 200 North Main Street lot**

City of Ketchum,

I am a downtown resident of Ketchum. I bought and remodeled a condominium in 2017 which is located above Windermere on the corner of Main Street and Second Street. I did not increase the size of the existing building, just added extensive improvements.

On Monday, December 4, I noticed a pole going up on the lot across from me at 200 N. Main. I couldn't imagine what it was for? Christmas decoration? However, I learned that it is the proposed height of a new development on that lot!! I am in disbelief that our city would allow such a monstrosity in this section of Main Street. See attachments. This lot is surrounded by buildings that have been deemed "Historic" and therefore will never change. This proposed building puts these historic properties in it's shadow. It overpowers all surrounding buildings. It completely hides the Casino and the Casino sign which has become an iconic piece of history in Ketchum.

The height of existing buildings in this section of Main Street is 2 stories or under. This building is at least 3 stories or more. It DOES NOT blend into the smaller historic buildings around it. The owners and architect didn't take into account the privacy of its surrounding neighbors - especially my property - or how it devalues properties on all sides of it. And most of all it devalues the charm of our historic downtown and in particular this significant section of Main Street.

Im am completely opposed to this proposed project, with or without affordable housing units. Main Street should not be an affordable housing section of town. It costs millions to live on Main Street. Case in point, the 5th & Main project, condominiums are listed from \$5m-\$7m approximately with affordable housing. And this building is tastefully designed with appropriate height limit and blends in with its surroundings. It will only increase the value of Ketchum and the value of all properties on Main Street.

I do agree that a developer can build something beautiful on that lot. I content that the size is wrong for Main Street, Ketchum. Allowing this to be built will set a precedent for future development. When do we stop ourselves from looking like a fake, corporate ski town?

Please consider the long term ramifications of approving this development as it's currently submitted.

Sincerely, Melinda Murtaugh









From:	David Harris <bayside748@yahoo.com></bayside748@yahoo.com>
Sent:	Thursday, December 7, 2023 12:28 PM
То:	Participate
Subject:	Workforce housing benefits businesses, community

To: Morgan Landers

This is my response to a letter to the editor posted on IME e-forum of the paper. I'm sending this to you at the request of a participant on this forum.

"Another point, the falsehood that" Workforce housing benefits businesses, community". What businesses? Look at the businesses that that have been replaced by condo's, Formula sports, the "big hole' at the entrance of Ketchum, which had at least 10 businesses and Perry's as examples. What's happening is that the new "big box condo's" are destroying businesses. Of course if you own a restaurant, which serve great and expensive food then every condo is more customers and that is driving the new exploitation. Ketchum has moved more towards a one dimensional community of food service people, who can't enjoy "its beauty and recreational opportunities", because restaurants pay notoriously low wages. To Keith, when you speak about "the soul of Ketchum", your eatery was part of this soul you refer to and you sold that bit of "soul", a community point of of gathering and connection. Condo's may pay big property taxes but are destroying businesses not benefiting them." I hope this comment is useful to you in your future planning endeavors.

From:	Ken Bellamy <bellamyk1@outlook.com></bellamyk1@outlook.com>
Sent:	Thursday, December 7, 2023 2:07 PM
То:	Participate
Subject:	The Grinch who stole Christmas at the Ketchum Post Office

Dear Mr. Mayor and City Council Members,

The holiday season has arrived, and we are once again subjected to the outdated and inadequate reality of our local post office. The lack of home delivery is inconvenient to many but their policy of returning to sender all packages addressed to community members who do not have a PO Box is not acceptable. The reality of online retail is not going away. A solution needs to happen and denial of the problem by the post office is not the answer.

My two most recent experiences with the Ketchum Post Office were a waste of all parties time and money and very frustrating. When I made the purchases, I was not advised that shipping would be with USPS and even if it had been shown as UPS or FEDEX, parcels are sometimes contracted out to USPS for final delivery to the local post office. In due course, I received emails that the packages had been received by the Ketchum Post Office for delivery. I contacted them within two hours of receiving those emails. For the first package, I gave them my name, street address and USPS tracking number and was told they would call me if they happened to find it. Surprise! I did not get a call back and the package was returned to sender. For the second package, I once again contacted them immediately upon receipt of the email and before I was able to give any information about the package was informed that it had been returned to sender at 3:00 AM that morning. BAH HUMBUG!

Has consideration been given to a central distribution center to provide home delivery to all the towns in the valley, or to again allow for customer mail pickup and the use an additional temporary facility during peak volume periods, or to providing free PO Boxes, or having the USPS refuse to accept mail for Ketchum that is not addressed to a PO Box. There are undoubtedly more solutions to this untenable situation, but denial of the problem is not one of them.

What can you do to help resolve this matter?

Thank you for your consideration and Merry Christmas.

Ken Bellamy

Sent from Mail for Windows

From:Gretchen Peter <gretchen@vpcompanies.com>Sent:Monday, December 11, 2023 12:27 PMTo:ParticipateSubject:200 N. Main

Dear P&Z Commission,

As a Ketchum resident, I want to state for the record that I oppose the design of the building certainly proposed for 200 N. Main. The scale of the proposed building is entirely too large for that location specifically. We should work to maintain the integrity of downtown Ketchum, especially in this historic location.

Thank you.

Gretchen Peter 155 Exhibition Blvd. Ketchum

From:	David Hutchinson <david@vpcompanies.com></david@vpcompanies.com>
Sent:	Monday, December 11, 2023 12:13 PM
То:	Participate
Subject:	P&Z Application - Design Review for 200 N. Main

Dear P&Z Commission,

As a Ketchum downtown commercial property owner, longtime resident, and voter, I would like to voice my support for the P&Z/Design Review Board to deny the application for the proposed building at 200 N. Main. This application can be denied for a number of ordinance-based reasons but most primarily, it should be based on its sensitive location and its incompatibility with the scale of the immediate neighborhood and the entire block in which it sits. This is a Main Street, single, 5500 sq. ft. lot, that is prominent, flat, and on a highly visible corner surrounded by a number of historically designated structures and landmarks (The Casino building and landmark Casino sign to name just a few). In addition, the vast majority of other buildings in the immediate vicinity are assured to remain as they are today, based upon their lack of obsolescence and existing utility in the community.

This location is extremely unique and can be differentiated from almost anywhere else in the commercial core.

Therefore, and thankfully, the scale of this Main Street neighborhood will remain the same for the distant and foreseeable future. This proposal clearly dwarfs its surroundings with excessive bulk, lack of building undulation and overall unnecessary height. I am hopeful that each of you sees it as your responsibility, as an appointed Design Review official in Ketchum, to protect the character and scale of the community and that your deliberations result in a unanimous denial.

I trust the applicant and their architect can easily reduce the overall size, bulk and height in a subsequent application and come up with something that works for them and the community can support.

Sincerely, David Hutchinson 220 Aspen Drive Ketchum

From:	Donna Shahbaz <shahbazdmp@gmail.com></shahbazdmp@gmail.com>
Sent:	Monday, December 11, 2023 8:11 AM
То:	Participate
Subject:	Public Comment 200 North Main Design Review

Hi, thank you for providing this opportunity to comment. We should not allow developers to exceed the FAR every time they request it just because it can be allowed. This building site is the perfect example. This building is far too large and tall when built in context to the historic buildings that surround it and we should at least try to preserve that on Main Street and Sun Valley road. Our hands were tied when an increase to the FAR was our only option to increase workforce housing. With passage of the LOT, that is no longer the case and I urge all of you to now consider each building on an individual basis within the context of its location. Additionally, as we move forward updating our master plan, I think we should consider additional height and density limits on Main Street and Sun Valley Roads. We should also re-look allowing units less than 750 square feet to be built without parking unless those units are specifically deed restricted. Thank you, Donna Shahbaz.

From:Julie Stanek <jberry17@gmail.com>Sent:Saturday, December 9, 2023 8:45 AMTo:Neil Morrow; Brenda Moczygemba; Tim Carter; Spencer Cordovano; Susan Passovoy; ParticipateSubject:260 N Main St Concerns

Ketchum P & Z Commissioners,

I am disheartened to see the plans for 260 N Main St. As a local homeowner and teacher raising two children with a born and raised local, I disapprove of the size, height and impact on the character of our Main Street. I believe the 2.25 floor area ratio is incompatible with our local history and culture and I propose 1.8 FAR and height below 35 feet if the building has to move forward. I also believe a setback to highlight, not dwarf, the significantly important historic building to the north would be in order.

I wrote my Masters Thesis on the history of Sun Valley and I know change is a part of our history. However I think the character of our Main Street has lost too much of its historical connection and thus charm. I have heard my Hemingway Middle School students express such concern and, if they can display that insight, I am hoping you all can too.

Thank you for the consideration and your time to read public comments.

Julie Stanek

From:	Liz Talley <italley@windermere.com></italley@windermere.com>
Sent:	Friday, December 8, 2023 2:53 PM
То:	Participate; Neil Morrow; Brenda Moczygemba; Tim Carter; Spencer Cordovano; Susan Passovoy
Cc:	Liz Talley
Subject:	Letter to City of Ketchum re: proposed exception to build at 200 N. Main Street

Thank you for reading my letter and hearing my concerns. I am a relatively new property owner in Ketchum, living by Trail Creek off Andora. The town of Ketchum is facing some challenges, and having lived in another small ski town, Whistler B.C., I am aware of the need for growth. In my opinion this need does not pair well with changing the look and design of the main part of Ketchum. In particular the proposal to build a three story building at 200 N. Main Street, right next to the Casino and among one and two story historic buildings, will dwarf all of the properties around it. The place for a new three story building with staff housing would be more appropriate either in the industrial part of town, on Lewis Street, or other areas that are not in the main retail core. Sadly once our retail core is ruined with large three story buildings, our town will lose its established presence and charm, affecting both tourism and the reason why many of us made Ketchum our favorite mountain town.

When you think of Ketchum and Sun Valley as a destination, much of that is tied to our pedestrian and bicycle-friendly streets and also tied to architecture with attractive one and two-story buildings along the highway and in the heart of Ketchum. Every time a larger building is built, such as the Limelight hotel, the pedestrian traffic is affected with shadows and a less-inviting environment. Ideally over time, I would like to see us grow as a town with a master use plan that has no additional three-story buildings in the retail core. It is the historic buildings that make this place so enchanting and as they are being torn down and replaced with large boxes, we are loosing the look of the town that brought all of us here in the first place. Be careful of what you choose to replace. I say this as I miss the charming antique yard & store that was across from Maude's coffee shop, now being replaced with something quite large, three stories tall, and foreboding. Nothing about that new construction adds to the vibe of this town. Sadly that is water under the bridge, but I'm sure many tourists as well as locals are not too happy to see that 'up build' that once again removed one of the many places that made Ketchum unique. Right across the street the small one-story house that holds Consign Design is dwarfed with tall buildings sandwiching it, and probably both tourists and local shoppers are less likely to frequent it without the other small businesses around it that made it worthwhile to walk down that block. As we eliminate the pedestrian friendly vibe, please expect to see fewer pedestrians walking around enjoying our storefronts and art galleries. Is that really what we are all about?

As I understand it, there is an exception being requested for the plans to build at this site. (Design App. #P23-049 and Conditional Use Permit #P23-049A). I would strongly encourage that exception to be denied and for work to be done to try to keep Ketchum consistently at a one and two story height limit in the retail core and as you enter town. It is the little things such as architecture, art, visual sight lines and aesthetics that make this place so very attractive and I would hate to see that lost with tall and bigger buildings crowding out our very essence as one of the most charming towns around. We've recently seen new affordable housing going in along the Highway as you leave Hailey near the airport. I would guess there is little pushback for building there, but you will see a lot of pushback for changing the look of downtown Ketchum with the proposal for this site.

My request would be to deny the proposal at 200 N Main Street and if we absolutely must have three stories built here in Ketchum, I think the industrial part of town would provide the best win-win for everyone who lives here and also for our guests, the tourists who select Ketchum as their destination town to visit once or regularly. Let's keep our town "sunny & pedestrian- friendly" so it remains a sought-after destination for everyone. The first easy decision to make here, with that in mind, is to avoid filling in every available lot with big boxy buildings and to deny this exception to the building code. Hopefully submitted,

Liz Talley 200A Centennial Lane Ketchum, Idaho 83340 Ltalley@windermere.com (206) 235-6271



9:48 PM



Pat HigginsTo: participate@ketchumidaho >

5

Proposed project 200 Main St.

Dear P &Z,

I think we have plenty of big boxy looking buildings in our city. How many more are we going to have? We are loosing the character of Ketchum. Please think long and hard before you pass this project.

Sincerely,

Pat Higgins

Sent from my iPad

From:	Jesse Franklin IV <jof@soslaw.com></jof@soslaw.com>
Sent:	Monday, December 11, 2023 6:18 PM
То:	Participate
Cc:	Jesse Franklin IV
Subject:	P&Z Application - Design Review for 200 N. Main - The "Better Choice"
Attachments:	North Main Selected Photos and Elevation.pdf

Dear P&Z Commission,

My wife and I recently purchased a condominium in Fairway Nine (June 2021). My law firm sublets space in the Coldwell Banker Building at Wood River Drive and S. Leadville St. My family, which consists of me, my wife, Katie, and our son, Jesse, and daughter, Bea, all invested in Lefty's Bar & Grill to help preserve the old time feel of Ketchum.

I am writing now to encourage the P&Z/Design Review Board to make the "<u>Better Choice</u>" and deny the application for the proposed building at 200 N. Main.

I have reviewed the entire Design Review Application and the P&Z Staff Report/Recommendation. Neither of which directly addresses, much less justifies, the sheer size of the building. The Architect's Memorandum dated September 25, 2023, does a wonderful job of justifying the project's compliance with the applicable municipal code provisions. However, code compliance is not the Commissions actual task in this instance.

The P&Z Commission is granted discretion to decide on behalf of all current and future Ketchum voters, and Ketchum's visitors, whether this project fits in with or, better yet, compliments and enhances the existing character of the community of Ketchum.

The project intentionally utilizes exterior finishes to support arguments that it fits into the history of Ketchum by stating:

"A brick facade with openings placed to mimic the structural limitations of a bygone era and period appropriate detailing has been utilized to bring historic context to the project site."

All true, except for the absence of an honest assessment of the project's size in relation to the referenced historical buildings and the fact the proposed building will potentially lead to a downtown "canyon" of buildings that block views of the surrounding beauty of Blaine County, Idaho. Limited and theoretical view corridors are not the same as views.

I will not belabor the point but if this project is approved, this current P&Z Commission will miss the rare opportunity to make the "Better Choice." It is easy to make 95% of the decisions given to a commission. I do not mean to suggest those decisions are made lightly or without effort or thought. The remaining 5%, however, are the ones that make a difference and the ones that give meaning to the grant of discretion to each of the Commissioners.

I am confidant that the Architect can redesign the proposed building to a size and configuration that still meets the goals established by the applicable code provisions.

The creation of six residential units, two of which are deed restricted, is a good thing. This current proposal is not the sole way to achieve those goals.

The attached set of photos is intended to allow you to recall visually, and easily, the present and future views from the surrounding streets.

Best, Jesse Franklin

Jesse O. Franklin IV | Attorney at Law



66 S. Hanford St., Suite 300, Seattle, WA 98134

Phone: 206.448.8100 | Fax: 206.448.8514 | jof@soslaw.com | www.soslaw.com

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ADMITTED TO PRACTICE IN AK, CO, ID, MT, OR and WA





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200 N. MAIN ST. HUM, ID 83340 DESIGN REVIEW 10/19/2023



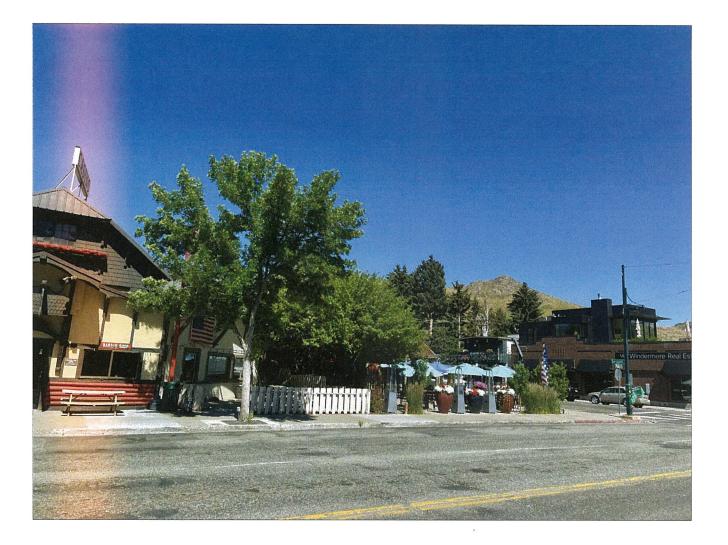
PROPOSED WEST PERSPECTIVE



200 NORTH MAIN

200 N. MAIN ST. KETCHUM, ID 83340 DESIGN REVIEW 10/19/2023

A-352

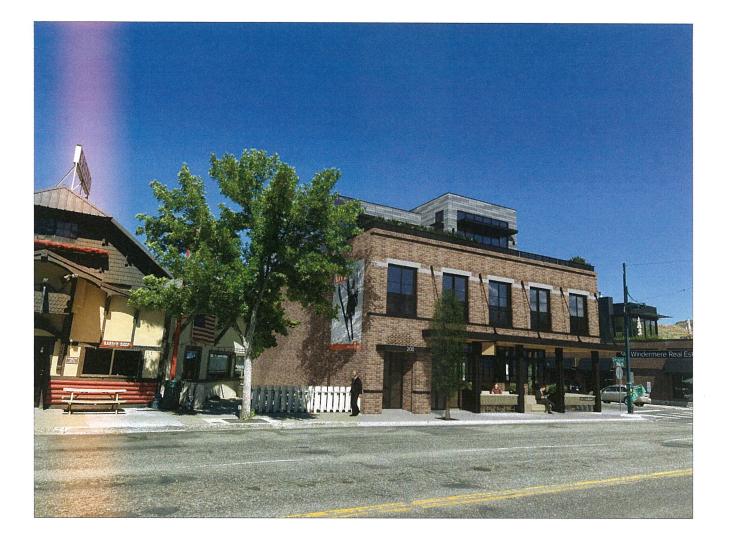


EXISTING NORTH PERSPECTIVE



A-359

200 NORTH MAIN

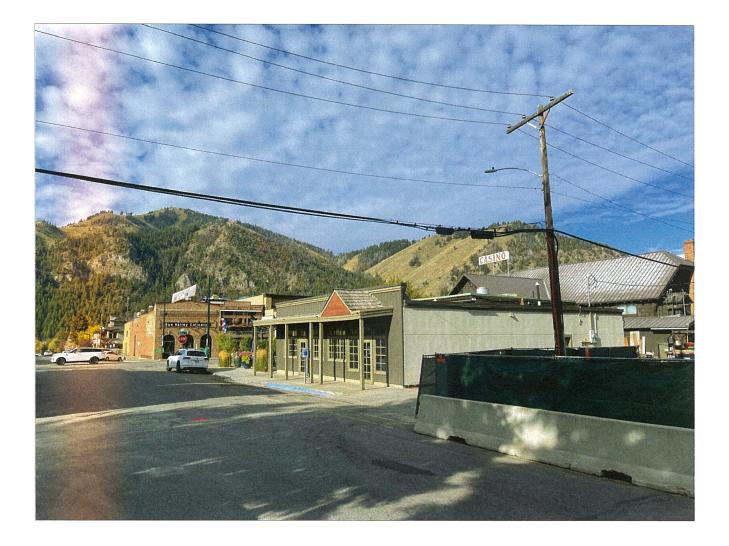


PROPOSED NORTH PERSPECTIVE



A-360

200 NORTH MAIN



EXISTING EAST PERSPECTIVE



A-362

200 NORTH MAIN



PROPOSED EAST PERSPECTIVE



A-363

200 NORTH MAIN

From: Sent:	peter tynberg <peterlhtynberg@gmail.com> Tuesday, December 5, 2023 6:53 AM</peterlhtynberg@gmail.com>
То:	Participate
Subject:	Please place the comments below in the Public Comment portion of the City Council Meeting of 12/18/2023

To the citizens of West Ketchum:

In the past 60 years the drainage plan in West Ketchum has utilized the wetlands on 450 Wood River Drive, 490 Wood River Drive and 500 Wood River Drive as a conduit to get unwanted rain water, snow melt water, and spring running off (acquifer water) into the Wood River. Lots 490 and 450 Wood River drive are being developed, and this development will drastically reduce the area that is needed to absorb this unwanted water.

Proper handling of this unwanted water will require a new drainage system that will process this unwanted water and place it directly into the Big Wood River. West Ketchum residents should be involved in the decision on how the cost of this new drainage system should be handled. It appears that the choice is either an assessment district in West Ketchum or that the funds come as a condition of approval for the developments at 450 and 490 Wood River Drive. Peter Tynberg, M.D

500 Wood River Drive.

The letter below was sent to the City manger on 12/5/2023:

Mr. Riley,

Dealing with the unwanted water from rain, snow, and spring run off (acquifer) is important to the well being of our property at 500 Wood River Drive. The development of the project at 490 Wood River Drive will leave less land to absorb this unwanted water after the home, garage, and roadway is constructed. In addition other structures to protect the home are to be built, and all occupy more space that previously was vacant and could handle the unwanted water. You stated that the City may study the drainage problem for this area over the next year. You stated that the cost of the study would be \$50,000, and the cost of a new drainage plan would be \$1,000,000.

However if an assessment district is suggested, it is unlikely to be passed in a vote by other properties that are getting protection without having that expense.

Presidio Vista Properties will make several million dollars on the home at 490 Wood River Drive and another several million on the home that they will construct at 450 Wood River Drive. (They were very successful on the home they recently built on Bear Lane.) It seems reasonable that the funds for the new drainage system should be a condition of those two projects.

Now is the time to consider this issue. Respectfully, Peter Tynberg, M.D.

From:	James Hungelmann <jim.hungelmann@gmail.com></jim.hungelmann@gmail.com>
Sent:	Sunday, December 17, 2023 11:08 PM
То:	Neil Bradshaw; Jim Slanetz; Amanda Breen; Courtney Hamilton; Michael David; Participate
Subject:	PUBLIC COMMENT/ KCC Meeting dec 18 203
Attachments:	YOUTH MENTAL HEALTH v1 3 Dec 2023 .docx; THAT AMERICAN MADNESS jth vS3.docx

KETCHUM CITY COUNCIL Meeting of December 18, 2023

Re: GENERAL PUBLIC COMMENT/ "Youth Behavioral Health Initiative"

Dear Mayor and Councilors:

Apparently the Blaine Pretender didn't get the message, choosing to continue to appear oblivious to the underlying problem while gleefully purporting to come to the rescue.

The reason young people appear so ***** **, or rather, to have mental health issues, is because the adults claiming to be so very concerned and there to help, are the ones who choked out and poisoned them for two years, every breath that is, under the stinking masquerade called COVID, and the ones who lined them up for state injection from the filthy needle, with now so many young and old alike stunned, staggered, clotted, and going down hard, succumbing to the adverse "side effects". This sinister reality is concealed and repudiated by compromised figures in authoritative positions and a tainted mainstream media, leaving the child without recourse and no one to talk to - trustworthy to the victim, that is.

All in a country where no one can be deprived of life or liberty in such a grave fashion without due process of law. This means that before they can choke you out and poison you, and before they can line you up for injection, they have to make the case, that there's this nasty swirling virus that is going to get on you and cause all kinds of havoc such that the only choice they had was to impose the harshest of measures, your welcome. Due process means you have the right to challenge the storyline that seeks to lock you down, with hard cross-examination and presentation of competing testimony, and the right to have it all decided by an impartial tribunal, not dictated by limp-minded Littles, fouled Faucis, fondling cons from the CDC or WHO, or nasally nazi Schwabs from the WEF.

The failure to instill in young minds an essential understanding of their fundamental rights as US Citizens raises the serious question: Have they been properly cared for, or have they been brutally battered, stripped of their most vital safeguard of sanity and survival that protects against fondling fascists of every stripe who would tyrannically assert power in blatant and aggravated Violation of Constitution and law, and mind, psyche and soul?

Meanwhile, our local governmental, educational, and medical "authorities" assure in unison that there was no problem with the Grand Choke-out, dismissing concerns about the impact of their measures on children's self-esteem, cognitive development, and overall well-being. "It's not a problem, Johnny, suck it up, that is how it is and will be." And no asking about the contents of the injections or the turbo casualties collapsing in the killing fields – 'Who may be next, and isn't there something we can do?' More injectables, you say?

Most children may not comprehend the intricacies of the situation, but not so deep down, they just know they are being lied to, on this and maybe everything else important -, and ruined, maybe for good. And yet we ask, 'What child could possibly have any "mental health issues"?

When the benchmark for sanity rest on evidence-based reality and adherence to the rule of law, it becomes clear that the crux of the issue lies not with children but with authorities who are Certifiable, as detailed in *That American Madness (2022)* and *Youth Mental Health Manifesto (2023)*, copies attached hereto, again, for the record.

It remains to be seen whether the Twisted and Teetering Tots will pursue individual or collective legal action against the perpetrators of such wrongdoings and their sycophant coverup artists. Query: What measure of damages might the city, school board, and media anticipate and properly reserve for such eventuality? Regardless, let's be clear that The Blaine Pretender who proclaims sensitivity and proffers "mental health solutions" is the one from whom the young and old alike must take shelter, and be on guard, always entitled to assume the worst of motives and plans.

It is imperative to emphasize that genuine trust with the younger generation can only be established if mayors, councilors, school trustees and the local press issue a sincere Apology to the community for having bought into such wild lies and imposed such miserable measures. Until then, the insanity will only fester – your own, that is -, and the unending outcry will rise to crescendo, thusly:

Blaine Pretender, we are on to you. Every step of your stench, we are on to you. Be thee fetally shriek-faced or but filthily freak-faced, Blaine Pretender, we are on you to you.

[Excerpt from Idaho covidScam: Law, Ethics, Sanity and Survival (2021)]

I hope you understand.

Thank you.

James Hungelmann

Ketchum

Cc w/ encl:

Blaine County School Board of Trustees City Councils of Hailey, Sun Valley, Bellevue and Carey

YOUTH MENTAL HEALTH

Crisis and Solutions

30 November 2023

Ketchum, Idaho

Introduction

I appreciate this opportunity to weigh in on the most important priority of American Society, the health and well-being and future of children. I make these comprehensive comments as one degree in psychology, law and business and with 45 years' professional experience in those fields, worldwide – but with no measure of pontification.

I respectfully submit that the current approaches to address the growing alienation and hopelessness in American youth are seriously flawed and doomed to guarantee a worsening of the current crisis. By all appearances, we are at the breakpoint of accelerating disintegration of youth and species.

The good news is that an understanding of the root cause of the malady as well as its remedy are within our immediate grasp, requiring only the commitment of parents and other responsible adults across the community to face reality head on, "upstream" as some call it. In so doing, given the severity of the crisis, we must step out of the prevailing box. I applaud the posture of this Initiative, reaching out to the community in search for the right path going forward.

In short, here is the deal:

If young people are confined in a world of fake reality at every turn, that necessarily involves their subjugation and ruination at every turn, and no encouragement is given for them to ask why, and they understand that such request would be outright denied at every turn, then what outcome do we expect for their health - physical, "mental" or spiritual?

Given how out of whack our approach is today, as measured by the scoreboard of young casualties, it is essential for us now to carefully revisit and clarify important concepts and causative factors. In doing so, the "cure" emerges.

I. MENTAL HEALTH FOUNDATIONS

A. What Means "Mental Health" or Illness?

Many lay persons and professionals in the field think of mental illness or insanity in relative terms, describing the condition of those whose mental processes and behavior deviate substantially from norms and assumptions underpinning the social order. The notion is that a society is "normal" in as much as it is functioning, and sanity or mental health is defined only in terms of the individual's ability to adjust to those normative ways. Under this view, truth and morality are almost irrelevant. "Sanity" is functional conformity to what is socially expected, regardless of its inherent truthfulness or morality. "Insanity" reflects a serious inability to function in such a paradigm, resulting in many different types of physical, behavioral and psychic breakdowns.

However, it must be recognized that the individual and the social order are truly sane only when founded on truth and harmony with the natural order, which are optimum conditions for the free

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and unbridled pursuit of the human potential individually and collectively, and which ultimately translate to survival of the species. In truth, 'insanity' describes the condition of an individual or social order that is founded upon or adapted to deceptive/delusional reality depictions that may tolerate or hide serious wrongdoing that may never be challenged, in the process constraining and disintegrating human potential. Sanity is what furthers survival and abundance; insanity is what threatens it.

We must recognize that nothing is more insane than for a people to adapt to a deception of a scale that would threaten suicidal extinction of humanity and our web of life. Some say, we are there today. Let's examine.

B. Evidence-based Truth as the Foundation of Mental Health

So, for us to have confidence in a healthy future for youth, our decisions must be founded on a *truthful connection to verifiable physical reality* as detected by the senses and validated by reason, logic, and critical thinking.

Truth depends only on that *evidentiary support*, not on the number of its followers. The fact that most people everywhere may share the same mental orientation toward what is real proves nothing about the validity of that orientation or truthfulness of its underlying assumptions. There may be comfort in numbers, in knowing everyone else is accepting the same construct, but it does not make the construct Real. *Evidence* is anything that we experience that causes us to believe or disbelieve that something is true or that something has happened as depicted. In the US legal system, we have adopted common law rules of evidence developed over many centuries back to Mother England. To be courtroom admissible, a piece of evidence must meet strict standards of relevancy, reliability, authenticity, and first-hand verifiability. It is not evidence, simply by virtue of the fact that some authority insists.

Any individual or societally adopted belief system that does not have solid evidentiary foundation for its "reality" must be considered prone to delusion. Delusions are false judgments held with extraordinary conviction and subjective certainty. They are intensely held, "stuck" beliefs impervious to reality - resistant to contrary experience, counterargument, and any consideration of evidence.

As illustrated throughout this paper, the disconnection between what might be a consensus based 'reality' and evidence-based reality is at the root of mental suffering (illness?) in Youth.

C. The Essential Discipline of Challenging Assumptions

A critical aspect of assuring truth-based reality is the discipline of questioning fundamental assumptions and narrations of fact in the search for evidentiary foundation. The absence of that discipline creates the opportunity for delusion to take hold and take over.

The ability to use cognitive capacities to question and insist on evidence-based reality is an essential survival skill that protects against the imposition of false and potentially destructive and enslaving reality depictions. As M. Scott Peck put it in *The Road Less Traveled*, "The

hallmark of a healthy mind is an unyielding willingness to face the whole truth no matter how dire." In a similar vein, Benjamin Franklin maintained that the first responsibility of every American citizen is to question authority, especially on the most controversial matters. (He didn't feel the need then to explain why.)

To be clear, a refusal individually or collectively to submit beliefs and assumptions to rational, logical critique is a clear indicator of grave mental illness.

D. Individual vs Societal Sanity/Mental Health

To understand sanity of the individual, young or old, one must first examine the rules of the social order itself, to which the individual is asked to adapt. We need to make sure the society is intact, or some semblance of it, before going about "diagnosing" and "treating" unsuspecting and defenseless children especially. If the society is quite sick, it may be a really bad deal to send the kids to that doctor for treatment or cure.

Young people having a hard time staying grounded to a wildly gyrating, out of control spinning top are not necessarily the culprits nor should they be the center of attention. Can they ever be healthy until the top is pulled back into balance? Regardless of how balanced the child may be, in the best case, a wild ride is in store.

Eric Fromm (*The Sane Society*), RD Laing (*The Politics of Experience*) and others have maintained that the madness of the individual should be seen as the inevitable consequence of the madness of the society, that society itself, when bedeviled by certain pathologies, can be crazy making for the individual. A sane society is one which helps the individual continually give birth to herself. Conversely, a sick society stymies that ongoing rebirth and renders the individual in a state of alienation. And can the individual functioning normally, apparently well adapted to it, be other than quite sick? Aldous Huxley commented thusly in *Brave New World Revisited*:

The real hopeless victims of mental illness are to be found among those who appear to be most normal. Many of them are normal because they are so well adjusted to our mode of existence, because their human voice has been silenced so early in their lives, that they do not even struggle or suffer or develop symptoms as the neurotic does. They are normal not in what may be called the absolute sense of the word; they are normal only in relation to a profoundly abnormal society. Their perfect adjustment to that abnormal society is a measure of their mental sickness. These millions of abnormally normal people, living without fuss in a society to which, if they were fully human beings, they ought not to be adjusted.

E. The Graduated Erosion of Sanity

The essence of the human spirit deeply rooted in the instincts of all children is to blossom freely based on truthful reality. Children instinctively know when things are out of sync with truth and the natural order. At least at a deeply subconscious level, they can detect falsity, in families, in schools, and throughout society.

For children to be compelled in some fashion to adapt to depictions of reality that are blatantly contrary to truth so runs against human grain, contravening instinct, common sense, and logic, as to create subconsciously a poisonous discord and resentment that eats at body, mind, psyche, and soul. In their depths the discord dwells, largely misunderstood and perhaps denied, but it works on children, tearing and twisting them apart, and breaking down physical and mental health.

The more blatant is the falsity, and the eviler what is being hidden, the more crazed is the child's adaptation to it. The sickness festers and eats aways, compromising powers of detection of danger and causing leakage and breakdown into this or that illness or disorder, and often producing thoughts and behavior deemed 'aberrant" as not fitting the "normalcy" which in truth is nothing but severe psychological confinement. When the deception involves hiding a hideous nature or consequence, a deep, dark secret, the extent of twisting and inevitable leaking, ripping apart and breaking down in children becomes extreme.

Children locked into a prison of deception are thwarted from becoming, stripped of their pursuit of the human potential tied to truth. The natural spontaneity and joy of youthful exploration are choked out and overtaken by a rotting and ruination of the human body, mind and spirit collapsing into despair and hopelessness.

This adaptation to falsity is a graduated, ratcheting process. You start with the mild lie and step up the degree and obviousness of deception, the evil being hidden, and the forfeiture of the opportunity to realize true human potential. Very important to the process of indoctrination or conditioning, as it is with every "PSYOP"-, is to step up the improbability of the reality depictions. Children are taught to disbelieve their senses. They learn not to look, not to mentally engage, until their cognitive functioning and consciousness become overwhelmed. Doo dooby doo goes the dumb down process, fake after fake getting more obvious. Young people somehow understand that it is not OK to ask, and that no adult will be there to help or console them.

At some point overcoming cognition and instincts requires an almost conscious, affirmative buyin, even for children. The more blatant the deception, the more the conscious mind processes and takes ownership of the adaptation to it and of the deception itself; the more synched in and irretrievably entrenched the adapter becomes, and the more deeply embedded the deception thereby gets. The more children get ratcheted to Irreality and the more massive the deceptions become, the more poisoned and twisted apart they and the entire society become, accepting the confinement of the human soul to deception, coverup, and no questions asked.

For sanity and survival, at some point the obviousness of the deception does require asking questions. We are at a crossroads. By staying silent, we not so subconsciously decide to adapt and to force adaptation of youth with us. For an adult, failure to question becomes complicity in the crimes and cover up. Adapting to false reality constructs becomes part of our identity as we become complicit in the next deception ever more outrageous. As they get older, children know deep down that by following their "protectors", they are betraying their human nature for truth and their opportunity to become and blossom in their truth.

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II. THE AMERICAN IRREALITY SHOW for GEN Z

A. Sketchy Stories

Growing numbers of young people across all segments of society are beginning to pull conscious focus on the fact that many if not all of the significant "events" reported to have transpired over the course of their lifetimes involve blatant deceptions filled with comic book suitable absurd impossibilities to which they have been forced to adapt as their reality, with storylines imposed and fiercely defended by those holding themselves out as authorities for young people to trust.

By way of illustration, here are a few of gravest concern to young people:

1. The War on Drugs

The story line is that we must protect our children with intense government drug interdiction and enforcement efforts; that we intend to stamp it all out; and that without strong drug laws, our society would be much more drug-ridden and ruined.

Evidence-based skeptical young people and adults consider the War on Drugs to be a war on personal freedoms and the right to control what goes into their own body, effectively, a War on Youth with drugs – including a war on their minds, to accept this and other horse laughable nonsense as truth. Using forensic skills which they had to learn largely on their own, they conclude that it is highly likely that the USA effectively controls most of the worldwide production and distribution down to the streets throughout all of America of the most dangerous narcotics. With record-high production of heroin and cocaine now highly centralized in Afghanistan (we "pulled out", did we?) and Colombia, with mountains of synthetic opiates and related nasties produced by Big Pharma and sanctioned by the FDA and the AMA overflowing medicine cabinets, the result is rotting and ruination of minds, bodies, and futures of American youth.

All this, while we their adult protectors persist with the criminalization of marijuana, a natural herb traditionally employed by peoples everywhere (remember the native American?) for medicinal, meditative, and spiritual purposes. And in so doing, we inevitably present to the children the fuller, nasty portfolio of the state or private pusher man that shatters human body, mind, and aspirations - from dependence to doom.

Perhaps most damning is at the same time, while decrying, 'what is wrong with those damn kids?', we sanctify the call for another round of cocktails, slugging the dummy-down into the deadening skull of diminishing consciousness and conscience: what many call the most destructive drug of all, Alcohol - sanctioned, massively worshipped, and ritualistically indulged in, and effectuating a mass crippling of cognitive capabilities and one's ability and willingness to decipher "stories of the authorities" in the search for reality.

Meanwhile, the Aggravated Pushing of the covid "vaccines" and boosters has served to embed in youth a 'Just Say Yes' mentality that would accept the notion that taking drugs including by injection of toxic concoctions is some kind of health solution - while also hiding the fact that the

vaccines have become prime suspect in the exploding number of "Unknown Cause" Sudden Deaths suddenly erupting all around us. And now even being acknowledged by the Medicators as causing serious heart conditions in Youth. How is a kid supposed to suck up to that beating? Always smiling? Any chance he could open the investigation, with our help?

2. Ay, Corona!

Let's remember the mainstream "Covid-19" storyline, from government and unified press:

There is an invisible airborne virus on the loose. It has innumerable new variants coming at us. They cause serious and deadly disease which spreads through communities by person-to-person "contagion". Government must impose restrictive measures on everyone, like isolation, distancing and masking. All those measures were safe, effective and necessary to "mitigate the spread" and protect health - and were legal, too. The Final Solution consists of ongoing *ad infinitum* vaccination for all members of the public. And those health authorities can even force you to comply if it comes down to it.

Significant evidence-based Youth, in joining with independent, professional adult dissent, insist to the contrary:

"covid" [always lowercase] is nothing but grand delusion, deception, and subjugation, nothing but concocted "covidScam". Not one aspect of that core covid narrative holds up to the simplest evidentiary scrutiny. Announced covid casualty rates were wildly manipulated and overstated. Most if not all of the medical testing, treatments and therapeutics are seriously flawed and fraudulent, of absolutely no value, and in many cases, seriously dangerous to health. All of the government-imposed Measures have been exceptionally destructive to mental and physical health, especially in children. Claimed "covid symptoms" are causally connected not to some swirling virus but to other agents of illness which have been ignored or hidden. covid vaccines are of no health value whatsoever but instead are exceptionally dangerous, especially to children, ravaging body and mind and sickening, crippling and killing many, in soaring numbers. In other words, covid is nothing less than a savage and unending beating, at the hands of . . .

The same evidence-based skeptics, young and old alike, further insist that covidScam underscores the fact that the American healthcare system is in a state of shock. All the basics of human health the natural way have been set aside, scorned, and even criminalized, as defined modern medicine uncovers more and more physical and mental diseases and disorders for youth requiring a battery of Big Pharma medications that serve only to buckle and disintegrate young bodies and minds. With every childhood "disorder" there is already a pharmacological solution. And the results: American health care for children and adults is, by any measure, by far the worst and most expensive of any nation ever.

What say about the sanity of criminally condemning marijuana while demanding submission of children to state injections? 'Teacher, where can we go to talk about this stuff?'

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3. 5G good for you

The main storyline goes that 5G is a communications marvel with negligible or no toxic impact on man and nature. While attracted to internet access and speed, growing numbers of disenchanted youth are joining the legions of highly credentialed, independent experts who insist that 5G is a 'surveillance and control' military technology that emits extremely dangerous microwave radiation which is sickening, crippling, and killing youth, irreparably damaging and in short order destroying cognitive and reproductive functioning in any all-systems breakdown. And the young child's hand is raised, "Teacher, what do those towers beam, and why were they given preferred treatment during covid to continue expanding the installations on mountain tops and valley floors? Why then were we the children forced indoors, isolated, distanced, and no hugging grandparents? And all choked out and poisoned too, under those government orders of Masking? Who did that to us, and why, teacher, why?"

4. 'Climate change is real'/ 'Chemtrails are not a thing'.

The succinct storyline we push on young people goes,

'We are running out of oil and gas, plus carbon fuels have ruined our otherwise beautiful environment, triggering a permanent change in climate that will destroy the planet and all life in short order.'

The solution, we/they say, is to aggressively switch to "renewable energy" sources, forever clean and green to the rescue: Wind, solar, geothermal, and other that make up about 10% of total energy sources today will boot oil and gas aside, in short order. These same climate sophisticates amongst us wholeheartedly and heatedly deny the existence of other contributors to our abounding environmental wreckage, shouting out with special zeal and glee, "Chemtrails Are Not A Thing!".

Evidence-based skeptical young people, and others, keep pointing up, responding with, "Oh, baby" . . . A nation looking down on the handhelds and never again up to see and ask respectfully, "What the hell is that they keep spraying up there, almost every day now, everywhere?" . . . Call it ice crystals forever, and no concern about the cumulative nanoparticle toxicity for youth of metals, polymers, and surfactants showing up in soil and air testing that are being inhaled with every breath below which also, they insist, comprise the most devastating contributor to ongoing climate deterioration.

Those sorts of young people further insist that "renewables" are far more expensive and environmentally ravaging than fossil fuels and that oil and gas consumption will continue unabated as essential to the mining, manufacturing, and operation of the "renewable" systems – and that Big Oil is also the big money behind Big Renewable. "Waaa" goes the Younger Child, even though he doesn't yet know why.

Given the seriousness of this challenge, and the insisting voice of youth deprived of any outlet on this also, would not a sane society demand exceptionally close examination before dumping on

them a tired narrative being pushed so officiously by the vested interests and covered up so frantically and tidily by school boards, mayors and city councilors?

5. Moon Landing, NASA and the whole "space program"

The story goes, "We've been to the moon." So, we have Moon Landing and Mars Roving; a manned international space station with frequent shuttles back and forth to Earth; Oh Elon! Musk and his space-mobile X doing the flyby (never seen or filmed by anyone); constant launches of this and that (never seen or filmed by anyone); and now Space Force, the mighty military branch committed to roam, patrol and protect, way out there.

Forensically inclined, evidence-based skeptical Youth ('In America, is it OK for them to be that way?) insist No Such Thing, any of it: Nothing but made up of Flash Gordon-caliber fiction that provides yet another massive source of government funds forever outside the purview of their taxpaying parents, in the hands of suspected racketeers who have that chokehold on American minds and destiny.

As it turns out, kids are not that easy to fool. Let's see the evidence, they insist. What say we or thee? Nada?

6. Our spherical, spinning earth

We must know that this point, any mainstream storyline on any topic, however strongly believed to be true by however many millions, over however many decades or even centuries, that today is being challenged by a meaningful number of persons, young and old alike, must as a matter of sanity and survival be allowed free and full discourse and debate.

Many young inquirers sense that the mainstream response that derogatorily labels them "Flat Earthers" has been so vitriolic and nothing but ad hominem/ "conspiracist" attacks so as to reek of yet another fraudulent reality construction being embedded into the Fearing Mind of the Masses. What a way to work with young people, to demean and intimidate. Another off-limits topic, is it? What possibly could be so dangerous or fearful about carefully examining the evidence together with them?

How hard is it to procure for them a photo or video taken from A-Deck of The Starship, if they are up there and have that 20th century technology called camera with them? Or is it state secret? How about just doing something simple with the honest, young inquirers, like working up the Earth Curvature Math, to help them "get it right"? Or is it better for them just to be ridiculed and scorned?

Let's remember the words of Mark Twain:

In the beginning of change, the patriot is a scarce man, and brave, and hated and scorned. When his cause succeeds, the timid join in, for then it costs nothing to be a patriot.

What would it be like to be a young person today who looks around and finds himself to be the only one on higher, patriot ground?

7. Cheap food

The story goes,

'Mankind is growing in number (and size) and farmland is tapped out. So, feeding the planet affordably demands large-scale, intensified farm production and maximization of crop yields achievable only through controlled application of chemical fertilizers and pesticides and use of genetically modified seeds.'

Growing numbers of evidence-based skeptical youth and adults insist that all of that has backfired hugely, that most of American farmland has been stripped of natural nutrients and severely toxified and is now producing grains and animals and ultimately American food loaded with glyphosate and other deadly poisons that are ravaging children and families, causing serious illnesses and early deaths with attendant staggering costs in "health care". They further insist that when measured by honest accounting, American food is the most expensive "per nutrient" of any country in history, the reality of which is being hidden by colluding profiteer-racketeers in industry and government. They also point that with elimination of the junk food foisted on Youth (80% of the grocery store?), there would be plenty of capacity in American farms to produce truly healthy organic food whose true cost would be far less than our current food cost, net of the massive reduction in healthcare expenses for illness attributable to poisoned food.

Don't we owe it to Youth to do the math with them? How might doing so affect their mental health?

8. Mass shootings

The Young Mind inquiring about this story is courageous, indeed.

The mainstream narrative on mass shootings insists that Americans are a sick and hateful lot, racist and retaliatory, prone to sudden violence, and too often keen to take out our many inner disturbances on each other by guns in the form of "mass shootings".-Many of these reported shootings across America have taken place at schools, each typically with multiple reported deaths and serious injuries.

Evidence-based skeptical Youth, having grown beyond weary of the messaging and 'active shooter' drills, and growing deeply suspicious of everything, are asking a simple question =

How is it that all of these reported mass shootings have one striking thing in common, specifically, the absence of any courtroom admissible evidence that might support the storyline:

No death certificates. No red stuff anywhere. No desperately screeching ambulances. No security camera or cell phone videos of the crime unfolding or of people shot up dead or wounded. No screaming of the injured and dying. No gunshots heard. No desperately

grieving parents. No survivors in shock. No hospital information nor arrival scenes. No professional cleanup crews at the site. Nothing but third-hand reports containing hearsay on hearsay on hearsay (Note: Some Youngsters are learning what hearsay means).

From this, these young, evidence-based "questioners" raise the prospect that mass shootings are being fabricated by those with agendas of deception, subjugation, and terror, to get the masses, young and old alike, to knuckle under at their bark, to accept whatever is said to be reality regardless of the blatant absence of evidence.

The intent also, they suggest, is to create in the masses 2d Amendment fear and loathing around sacking the guns from law-abiding citizens as well as to silence dissent, even to the point where fact-based questioning of an establishment storyline is universally condemned as a form of Domestic Terrorism rather than welcomed as dissenting free speech essential to truth and democracy. These same Young Questioners point out that the stunning Absence of Evidence suggests that Americans may not be so hostile, racist, or trigger-happy, but rather, may be respectful and appreciative of each other's differences and exceptionally responsible when it comes to the exercise of Second Amendment rights.

Wouldn't this matter be something important to sort out forensically and openly with young people, so many of whom now suffer from Active Shooter Fear Syndrome whose symptoms aggravate every time they approach The Institution of Learning?

What does it mean for a nation's sanity and survival when the nature of the subject is depicted as so sensitive as to condemn and foreclose legitimate public inquiry into chronicles of terror so factually sketchy and improbable yet reported in lockstep unison by all channels? As stressed earlier, the fact that government, certain law enforcement, and the unified media "authority" insists it happened, 'right over there', is irrelevant in the search for sanity. Evidence only, the Young and Courageous insist. Is it OK for them to forensically inquire, and where and to whom?

On their own, again, are they, and now themselves suspects?

B. Why We Don't Confront Falsity

Sadly, for many if not most American adults, human cognition has been badly eroded if not disintegrated. We have lost the ability to detect even the most blatant deceptions. Whether due to the incessant pounding of Big Lie propaganda, wireless radiation, the myriad of "stabilizing" meds, vaccines, toxified GMO foods, obesity, or the daily dumbing down dose of booze, the net result is Cognition Deleted and Will Overwhelmed. At this point, everything and anything by way of manipulated reality is possible to pull off.

Young and old victims instinctively know that the truth being hidden could well be extremely horrific such that they don't want to understand it - and then the next chronicle gets even more incredible and more horrific.

Amidst all this, the young and inquiring history buff wonders if this is not exactly what CIA Director William Casey envisioned and intended when he touted, way back in 1981,

"We'll know our disinformation program is complete when *everything* the American public believes is false."

Eh? Can we help these youngsters?

C. The Problem with Proclaiming

We Americans are great at expressions of sympathy and support for the notion of mental illness abounding all around us, and worsening every day it seems, according to the messaging. We are especially sensitive (we say) to Youth in our midst who are coming undone in varying fashions for varying reasons or none whatsoever, whom we determine to have mental health issues warranting the classification of mentally ill or disordered. Witness 'Proclamations' across the land like 'Mental Health Awareness Month' and funding of organizations like NAMI. But the more we fund, the broader and deeper mental illness in Youth rampages. And the notion that Awareness of Mental Health might mean looking at what is at the root of 'individual aberration' in Youth, specifically, the shrieking insanity of The Proclaimer? – "Nevermore".

For young people who cannot hold up to the deception, whose souls will simply not be corrupted into compliance with increasingly demented and numbing Irreality, and who can't see their way through it, being classified by Normal World as mentally ill, disturbed, or disordered, is an ignorant afront that aggravates "illness" and ducks the fundamental causation, specifically, the mental illness of an adult world that would so readily accept and adapt to obvious falsity that leads to their demise – and require kids to do likewise.

We must not look to the methods of the sick society as a prescription for "recovery" of young people who don't fit into the "normalized" modality. Young people are discovering that The Proclaimer of sensitivity only wants to drum in the dummy down, a game no child of any age should be forced to play, and that those adults purporting to understand and come to the rescue are often the most sick - and dangerously incompetent to boot.

By classifying youth who struggle with the insane turbulence as "depressed", "ill" or "disturbed", We Normal seek to keep our world confined and avoid coming to grips with our own complicity in the perpetration and coverup of underlying falsities. We sacrifice our youth, our most vulnerable and in need of protection, by not so subtly pressuring them to surrender their precious uniqueness in order to "fit in" to the fundamentally crazed, "normalized" world. We are content to enchain them to the false paradigm, for life, well knowing that in so doing, we sabotage their human potential and destiny. And how about generations to follow?

In fact, expressions of sensitivity to the plight of the young, depressed, and disturbed serve only exacerbate their suffering while shielding the complicity of The Proclaimer. Those doing the loudest proclaiming win by being on the inside; the status quo serves them – 'We are the normal and you (child or adult) are the mentally ill', when the truth is the opposite. This "sensitivity" is a false front which serves to castigate and confine Children while shielding the culpability of the proclaiming society from facing their grave disorder of sucking up the deception.

For the duly proclaimed, "disturbed" child, there is a great sadness, knowing deep down that there never will be a true accounting, that never will they be given the opportunity to blossom and grow freely, *and that they will have to sort it out on their own* - if it is even worth it.

The truth is, adult health authorities consider those youngsters who do not go along with Deception Central, who are intent on seeing through the fog being churned up constantly, to be the sickest and most in need of our help. But for those not able to adapt to a crazed society and who break up trying – does that make them crazy or, more kindly, 'suffering from mental health problems'?

For many young people, the culture of false, 'consensual reality' does not work. Among this group we sometimes find youngsters, perhaps of greater integrity and sensitivity than the majority, who are incapable of accepting the cultural opiate, while at the same time they are not strong and healthy enough to live soundly "against the stream". The net result might be skewed and aberrational behavior we call mental disorder, but the great craziness is the desperately out of order society compelling dishonest adaptation.

So it is, the child who is seen as most aberrational as defined by the doctors of normalcy may be the most healthy and sane of all. For is not Depression a natural and logical, biochemically based sensitivity or awareness, at a not so subconscious level, of the existential void and absence of meaning and insanity implicit in being compelled to adapt to a societal order based on massive deception and coverup of crippling crimes and shenanigans?

From the first moment of life, the human being is trained to deny his senses, perceptions, and instincts for survival and to trust and substitute in their place fabricated and false reality constructs. The sense of falsity together with the inability to address it and the need to conform and adapt is the seed of their Troubles.

Let's be clear, we proclaim sensitivity to mental illness, to those who are "strange", yet when a Child who never will be mainlined cries out in the dark, asks to look at what is real, we seek to shun and silence, to discourage and scourge their lonely voice. And when Children see the Aberrant and the Extraordinary being so scorned, they learn to stay mainstream, confined - if they can hold up to it.

Importantly, the most vulnerable to the twisting are the children of parents who have consciously and hypocritically adapted to the twisted falsity. Kids can detect and see through, but it becomes a guide they in turn will follow, their illness aggravated by the not so subconscious knowledge that it is the parent who betrayed them.

Many experts insist that the "aberrational expressions" of Youth must be allowed to express and engage for any hope of their sanity and survival tied to truthful, evidence-based reality. Can't we do that for them?

D. Those Madly Mummifying Meds

According to the medical-pharma industry, "mental illnesses" in children like depression, bipolar, and attention deficit are very common and increasing, with new diseases and disorders being continually discovered, and further, that the best way to deal with them is new and improved psychotropic medications that stabilize the mind and alleviate the suffering of the misfit. More and more behaviors and feelings in Youth are deemed to be strange and unwanted, comprising "disorders" for which pharmacological relief is just a pill or shot away - according to those whose core business is treating and supplying.

By any definition, psychotropic drugs are big business, *and the industry sees the strongest business growth potential to be diagnosing and medicating exploding numbers of "mentally ill" children.* The notion is that unwanted behavior or the troubled state of mind can best be addressed by altering brain chemistry with a pill. The end goal is to stabilize and normalize the suffering, aberrant Youth to some degree of comfort and more "ordered" functioning in society.

The "aberrant" Youth, who feels outside the bounds, who is twisted and teetering to make sense of rules and meaning in the crashing waves of deception - all of that we must submit to prescribed treatments to neutralize and stamp out "deviance", of course with our stoutest sympathies.

And never do we raise the prospect that the accepted adult addiction to alcohol may be prime suspect. No child in distress or bona fide search should ever face an adult caretaker whose boozy intoxication reeks disinterest and lack of care.

And rarely is there any emphasis on traditional, natural means of achieving life balance, such as by sleep, sound nutrition, and recreation in the wrap of mother nature – together with open dialogue, no topics off limits. In fact, the process of "medically" flattening behavior and personality upsets and cripples the body's natural balancing processes, including cognition itself. We medicate away even the capability to detect and inquire into Irreality's causative madness.

Meanwhile, by any measure, the more funding that is dedicated to it, the worse is the state of mental health, in youth and adults. Few "diagnosed" and "medicated" young people ever "get better" and off the meds. Many who attempt to do so experience difficult and dangerous withdrawal. According to the medicators, typically over time 'conditions can be expected to deteriorate', requiring new and better, more sophisticated (and stronger) cocktails, each not quite sufficient, so the story will go, to repair the disintegrating human organism. In reality, the more diagnosed and medicated children are, the more disconnected and disintegrated they become.

Sadly, that which is deemed aberrant by the American Madness is often where the real brilliance and inspiration is, youth fighting for the human spirit to survive and blossom - yet too often abandoned, without real home, left all alone, and hope fading if not gone long ago.

IV. THE CHILD'S WAY HOME

- Build natural foundations of health Immerse children in sleep and the wonder of dreaming. Exercise rigorously in sunlight, bare feet rooted in soil whenever possible. Invest in best water purification systems that remove fluoride and other toxicities. Clean up the food nothing but fresh and organic (healthy soil/ healthy gut) - and lose the FDA approved junk food (most of the grocery store). Get control of your body. Lose the obesity.
- 2) Get children off all altering meds, including all psychotropics. Use the medical industry as emergency backup only. Cut back "health care" insurance coverages; invest instead in health building.
- 3) Call out and end alcohol stupidity. That means you, too. Model the right thing.
- 4) Build core discipline and balance of body, mind and spirit starting at the youngest ages. Train martial arts rigorously. Protect and build cognitive skills.
- 5) Stop imposing belief systems and build evidence-based reality verification tools for all ages. Encourage them not to trust but instead to challenge every storyline, especially coming from history's grandest fabricators, to accept nothing as reality unless it holds up to rigorous evidentiary scrutiny. Teach them common law rules of evidence and the basics of logic and probabilities, and how to apply them in their area of inquiry.
- 6) Educate and train (all ages) on the core US Constitutional (Bill of Rights) protections of individual freedoms and, ultimately, sanity and survival that must never be compromised. Model and insist on free speech challenge and dissent. *Embed in all children the understanding that no governmental entity at any level has the right to impose restrictions on Inalienable Rights as it sees fit.* This includes the right to breathe, gather and speak freely and the right not to be coerced to inject drugs or to be subjugated to any false narrative that involves them losing their liberties or life without full Due Process of Law, the most important and distinguishing protection of we free people.
- 7) Pull children out of government schools now –enough of the fake realities, freakish social agendas, and the threat of real or fabricated mass shooting. Build education systems that teach how to critically think, not to recite facts. Refund education tax money to parents to help them with home schooling and other education alternatives.
- 8) Expose and eliminate the most blatant toxicities poisoning children's body, mind and psyche, that have persisted in our community, despite continuous public pressure for many years on our government authorities to address:
 - a) Round up the Roundup. Get the glyphosate off and out of lawns, forests, rivers. Support legal actions by farmers and consumers to end the poisoning of American farms and food, and bodies and brains.

- b) Stop 5G Fast. Demand full explanation from government and telecoms on health risks connected with the towers that beam and what we can do to minimize or terminate.
- c) Strip Search the Elephant in the Sky, to out and end the toxic aerosol spraying involved with government weather modification programs denied or deceptively misnamed "cloud seeding".
- d) Put That Needle Down! Shutdown and come to the aid in the vaccine killing fields, finally admitted by the pushers to be damned dangerous to youth.
- 9) Expose the historical Big Lies, and account to the victims for the terror of our ways. Run "out and outta here" all public officials who fell for and imposed covidScam and its massively mangling measures, in suppression of truth and vile violation of law and Constitution.
- 10) Treasure and protect the uniqueness of those "troubled" young people (the majority at this point?) who cannot or will not adapt to any Madness. Spare them the mental health proclamations. Free them to free expression of their human potential tied to truthful realty. And provide them the outlets for free speech expression and investigation in a community that embraces and treasures rather than condemns and silences respectful dissent, discussion and debate on the most important and controversial subjects, especially if they are deemed "sacred cows" by vested interests and would-be tyrants.

In this regard, attached are two artistic "Best Breaking News" submissions from the era of covidScam: "BUCHENWALD HIGH", a lament for what might have been, and "FLY, FLY AWAY" depicting a nightmarish future world for the Young Child that must never happen.

Final thoughts -

With regard to this "Youth Behavioral Health Initiative", I applaud good intentions on the part of many who seek to come to the aid. However, one wonders, how is it that Saint Luke's medical institution and Boise State University are the ones leading the way? And what is up with the notion of a five-year contract between the two, funded by Saint Luke's - and government too? To conduct annual surveys of the state of mental health in youth, or the degree of collapse thereof? Don't these folks understand that the need is now and immediate?

Suspicion has also been raised about the recent emergence across the country of all these "schools of public and population health" in our universities, many with the same curriculum seemingly lacking any rigorous psychological content. In looking at the curriculum of the degrees offered in those schools, where is the substance academically or otherwise? The skeptical, existentially troubled young person might ask, what good is all this? Maybe lots - if they implement the upstream plan.

Without intending offense, and with sincere appreciation for the caring efforts of many in the medical establishment over the years, the major medical institutions including St. Luke's are under increasing public scrutiny for the failures of the many health measures and treatments on which they were insisting during covid. At least until the extent of government funding to such institutions is made transparent, there is and should be hesitancy about possible conflict of interest on projects like this going forward.

I ask responsible servants in government, education, and health care, to *distribute this document broadly, to young people everywhere,* be they troubled or soon to be, or just 'all good'. Let's implement the "upstream measures" - and then re-do the mental health surveys.

And so it is, the American destiny, of sustainable health and happiness for young people: We hold it in our hands. Protect it. Embrace it. Insist on it. As Marcus Aurelius put it, so long ago yet so applicable today: "What we do now will echo in eternity."

I hope you understand.

Sincerely,

James Hungelmann

Ketchum

BUCHENWALD HIGH

2021

[Guitar to the tune of "San Quentin"]

"Hi, my name is Johnny Cash. Buchenwald High. I hope you understand."

Wood River, you've been living hell to me. You've locked us down since March of twenty-twenty. I've seen them come and go and I've seen their spirits die -And long ago I stopped asking why.

Wood River, I hate every inch of you. You've cut me, and you've scarred me through and through. And I'll walk out a wiser, weaker man -Mister school board man, you can't understand.

Wood River, what good do you think you do? Do you think I'll be different when you're through? Your covidScam has triggered our last stand -Choke out our breath and treat us like the damned.

Wood River, you killed the joy of youth. Do you think we buy any of your untruths? You bend my heart and mind, and you warp my soul; Your stone walls and minds turn my blood a little cold.

Wood River, may you rot and burn in hell; May your walls fall down and may we live to tell. May all the county forget you ever stood, And all the country regret you did no good.

Wood River, I hate every inch of you.

FLY, FLY AWAY April 2020

I don't remember much about my daddy; I do remember his voice was strong and beautiful and so tender too . . . When he sang to me all tucked in bed, that Baby Tree song, I knew he loved me so much. They say he died fighting to protect us, in a war in some faraway place so we would be free forever, but I can still hear him singing to me.

I do remember my grandpa and I miss him so much. He told me about how once upon a time there was a bad, bad thing that jumped here all the way from the other side of the big ocean. It was something so spooky that made some people feel really sick, so they had no choice but to lock the world all down just like it is now. They said they did it for our own good because it would have been so much worse. It seems like most people still are so afraid because they say it will come back, probably even scarier. They promised to tell us when it will be safe for us to go outside. I hope it will be by my birthday next year, when I will be 8 years old.

I can't really remember much about being outside. My grandpa used to tell me that outside up above the trees there was a really bright warm sun shining everywhere in a deep blue sky and things were flying all around, birds with wings flying around wherever they wanted to go, and singing like they were really happy which made people happy too. My grandpa would always smile so much when he talked about it, but sometimes he would get really sad and then just start crying a lot, like we both did when they came and took away my mommy for asking some questions I didn't understand but my teacher said were too scary to even think about.

I hope someday they will let us be outside. I want my grandpa to come out with me too. I haven't seen him since I was five. I don't know why they won't let him see me. I hope they let him come out with me, next year on my birthday. I sure hope mommy will be there outside waiting. I wouldn't even know what to do if that ever happened, probably crying and smiling at the same time - so, so much. No matter what, when I grow up, I am going to be just like mommy. I can tell, she is not afraid of anything. She never told me, but I could tell she didn't believe the spooky story.

I hope there are still birds singing out there when I come out. I want them to show us how to sing like they do, and how to fly too, just like in my dreams. I want us to fly away with them, forever free like my daddy always wanted us to be. I just know that is going to happen.

An entire people, a privileged nation going down hard. Is it too late?

James Timothy Hungelmann

December 31, 2022

THAT AMERICAN MADNESS

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PREFACE

You had a choice: you could either strain and look at things that appeared in front of you in the fog, painful as it might be, or you could relax and lose yourself. Chief Bromden in *One Flew Over the Cuckoo's Nest*

Blind belief in authority is the greatest enemy of truth. Albert Einstein

It is the first responsibility of every citizen to question authority. Benjamin Franklin

The further a society drifts from the truth, the more it will hate those that speak it.

There was truth and there was untruth, and if you clung to the truth even against the whole world, you were not mad. George Orwell

Till the false is seen as false, truth is not. Jiddu Krishnamurti, *The Book of Life*

We'll know our disinformation program is complete when everything the American public believes is false.

William Casey, CIA Director (1981)

If I could turn you on, if I could drive you out of your wretched minds, if I could tell you, I would let you know.

R. D. Laing, The Politics of Experience

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OUR WAY

(2015)

Mental Dis-order So far, far out of line – Medicate, Do Not Embrace! Keep our world Confined.

After all, our Clear Normal Took so many centuries To get it all Mind Tuned, And straightened out to a "T".

Now think, just consider How disturbing it'd really be To have to fully consider Their cries just to be Me.

A world of uncertainty - How much could we stand? Questioning even what's a Right Mind All through and out our land.

"Becoming more human" You know is what they will say – But who really needs that To have a nice day?

So let them hit rock bottom If they won't get right in line: The depths of existence, The best cure over time.

And yes, some won't make it But such a very small price to pay -'Twas all for their own good Even if they had No Say.

I FOUNDATIONS

A Truth-based Sanity

Mental health/mental illness have become important issues in modern American society, much talked about and yet so poorly understood and questionably managed. Every day a new disorder, and with it "new and better" meds to treat it, including meds to treat the "disorders" that are side effects of the curative meds, and with it a twisting away from any sense of identity and power over own's own health and clarity.

In undertaking an examination of the topic of mental illness and insanity, one must ask the foundational question, what exactly does it mean to be crazy? Or more politely, what is sane and what is insane and why does it matter?

Many in the professional fields speak of mental illness or insanity in relative terms, describing the condition of those whose mental processes and behavior deviate substantially from norms and assumptions underpinning the social order. The notion is that a society is "normal" in as much as it is functioning, and sanity is defined only in terms of the individual's ability to adjust to those normative ways. Ur der this view of sanity, truth and morality are almost irrelevant: Sanity is functional conformity to what is socially expected, regardless of its inherent truthfulness or morality. Insanity reflects a serious inability to function in such a paradigm.

The fundamental precept of this paper is that the individual and the social order are truly sane only when founded on truth and harmony with the natural order, which are optimum conditions for the free and unbridled pursuit of the human potential individually and collectively, and which ultimately translate to survival of the species. Conversely, 'insanity' describes the condition of an individual or social order that is founded upon or adapted to deceptive and delusional reality depictions that may tolerate or hide serious wrongdoing that may never be challenged, in the process constraining and disintegrating human potential.

Sanity is what furthers survival and abundance. Insanity is what threatens it. Nothing is more insane for a society than to adapt to a deception of a scale that would threaten suicidal extinction of all of humanity and our entire web of life. Welcome to That American Madness, a nation embedded in Insanity at its Peak.

B Evidence-based Reality

Truth as a psychological foundation is founded on physical reality as detected by the senses and validated by reason, logic, and critical thinking.

Truth depends only on its evidentiary support, not on the number of its followers. The fact that most people everywhere may share the same mental orientation toward what is real proves nothing about the validity of that orientation or truthfulness of its underlying assumptions. There may be comfort in numbers, in knowing everyone else is accepting the same construct, but it does not make the construct Real.

As Erich Fromm put it, in "The Sane Society" (1955):

"It is naively assumed that the fact that the majority of people share certain ideas or feelings proves the validity of these ideas and feelings. Nothing is further from the truth. Consensual validation as such has no bearing on reason or mental health. Just as there is a *"folie a deux"* there is a *folie a millions*. The fact that millions of people share the same vices does not make these vices virtues, the fact that they share so many errors does not make the errors to be truths, and the fact that millions of people share the same forms of mental pathology does not make these people sane."

Evidence is at the foundation of the search for truth. Evidence is anything that we experience that causes us to believe or disbelieve that something is true or that something has happened as depicted. In the US legal system, we have adopted common law rules of evidence developed over many centuries back to Mother England. To be courtroom admissible, a piece of evidence must meet strict standards of relevancy, reliability, authenticity, and first-hand verifiability.

When a statement or narration of fact fails to have evidentiary foundation, in a sane world it cannot become part of Reality. Any individual or societally adopted belief system that

does not have evidentiary support at the foundation of its "reality" must be considered prone to delusion. Delusions are false judgments held with extraordinary conviction and subjective certainty. They are intensely held, "stuck" beliefs impervious to reality - resistant to contrary experience, counterargument, and any consideration of evidence.

The disconnection between a consensual 'reality' and evidentiary reality is at the root of mental illness. The more disconnected the two are, the more blatant is the deception, and the deeper is the illness being implanted and embedded in the organism seeking to make sense and survive.

C The Discipline of Challenging Assumptions

A critical aspect of truth-based sanity is the discipline of questioning fundamental assumptions and narrations of fact in the search for evidentiary foundation. The absence of that discipline creates the opportunity for delusion to take hold and take over.

The ability to use cognitive capacities to question and insist on evidence-based reality is an essential survival skill that protects against the imposition of false and potentially destructive or enslaving reality depictions. As M. Scott Peck put it in *The Road Less Traveled*, "The hallmark of a healthy mind is an unyielding willingness to face the whole truth no matter how dire."

A refusal to submit beliefs and assumptions to rational, logical critique is a clear indicator of mental illness. This applies in the individual context of one who believes he is The Prophet Reincarnated as well as in the societal context of a war mongering, genocidal nation believing itself to be the Righteous Master Race.

D Individual vs Societal Sanity

A society can either facilitate or cripple individual sanity. To understand sanity of the individual, one must first examine the sanity of the social order itself, to which the individual is asked to adapt. We need to make sure the society is intact, or some semblance

of it, before going about "diagnosing" and "treating" individuals. If the society is quite sick, it may be a really bad deal to go to that doctor for treatment or cure.

Someone having a hard time staying grounded to a wildly gyrating, out of control spinning top is not necessarily the culprit nor should he be the center of attention. It can never be healthy until the top is pulled back into balance. Regardless of how balanced an individual may be, a wild ride is in store.

Eric Fromm (*The Sane Society*), RD Laing (*The Politics of Experience*) and others have maintained that the madness of the individual should be seen as the inevitable consequence of the madness of the society, that society itself, when bedeviled by certain pathologies, can be crazy making for the individual. A sane society is one which helps the individual continually give birth to herself. Conversely, a sick society stymies that ongoing rebirth and renders the individual in a state of alienation.

And can the individual functioning normally, apparently well adapted to it, be other than quite sick? Aldous Huxley commented thusly in *Brave New World Revisited*:

"The real hopeless victims of mental illness are to be found among those who appear to be most normal. "Many of them are normal because they are so well adjusted to our mode of existence, because their human voice has been silenced so early in their lives, that they do not even struggle or suffer or develop symptoms as the neurotic does." They are normal not in what may be called the absolute sense of the word; they are normal only in relation to a profoundly abnormal society. Their perfect adjustment to that abnormal society is a measure of their mental sickness. These millions of abnormally normal people, living without fuss in a society to which, if they were fully human beings, they ought not to be adjusted."

II THE GRADUATED EROSION OF SANITY

The essence of the human spirit deeply rooted in our instincts is to blossom freely based on truthful reality. We humans instinctively know when things are out of synch with truth and the natural order. At least at a deeply subconscious level, humans can detect falsity, in families, in schools, in society, and in government and the media.

Being compelled in some fashion, consciously or unconsciously, to adapt to depictions of reality that are blatantly contrary to truth so runs against the human grain, contravening instinct, common sense, and logic, as to create subconsciously a poisonous discord and resentment that eats at the human body, mind, psyche, and soul. In our depths the discord dwells, largely denied and misunderstood, but it works on us, tearing and twisting us apart and breaking down physical and mental health.

The more blatant is the falsity, and the eviler what is being hidden, the more crazed is the adaptation. The sickness festers and eats away at us, compromising our powers of detection of danger and causing leakage and breakdown into this or that illness or disorder, and often producing thoughts and behavior deemed 'aberrant" as not fitting the "normalcy" that is nothing but severe psychological confinement. When that deception involves hiding a hideous self of a most desperate nature, well then, the extent of twisting and inevitable leaking, ripping apart and breaking down throughout society becomes extreme.

Locked into a prison of deception, we are constantly throttled back from becoming, stripped of the pursuit of the human potential tied to truth. Spontaneity and joy of exploration are choked out and overtaken by a rotting and ruination of the human body, mind and spirit.

Adaptation to falsity is a graduated, ratcheting process. You start with the mild lie and step up the degree and obviousness of deception, the evil being hidden, and the forfeiture of the opportunity to realize true human potential. The gradual ratcheting from reality to flat out

phony and evil to flat out just fine with that is a progression: It takes a while to become a Made Man.

Very important to the process of indoctrination or conditioning to flat out phony and fine is to step up the improbability of the reality depictions, which serves to numb and dumb down to mass acceptance. We are taught to disbelieve our senses. We learn not to look, not to mentally engage, until cognitive functioning and consciousness are overwhelmed. Doo dooby doo goes the dumb down process, fake after fake getting more obvious.

At some point overcoming cognition and instincts requires an almost conscious, affirmative buy-in. The more blatant the deception, the more the conscious mind processes and takes ownership of the adaptation to it and of the deception itself; the more synched in and irretrievably entrenched the adapter becomes and the more embedded the deception thereby gets.

The more one gets ratcheted to Irreality and the more massive the deceptions become, the more poisoned and twisted apart the individual and the entire society become, accepting the confinement of the human soul to deception and coverup.

At some point the obviousness of the deception requires asking questions. We are at a crossroads. By staying silent, we not so subconsciously decide to adapt. Failure to question becomes complicity in the crimes and cover up. Adapting to false reality constructs becomes part of the identity as we become complicit in the next deception ever more outrageous. Deep down we know that by doing so, we are betraying our human nature for truth, goodness, and harmony with the natural order, and our opportunity to become.

III THE AMERICAN IRREALITY SHOW

A A baby boomer Delusional Dirty Dozen

Most people have a pretty good understanding, at a not so subconscious level if not by clear conscious focus, that on the most significant "events" over the course of the last seventyfive years making up USA history and shaping our culture, morals and world view, we the citizenry have been consistently and seriously lied to by our government and media working together.

USA reality and social order are based on blatantly gross deceptions filled with comic book absurd impossibilities to which we the people have readily adapted, in the process ratcheting in our complicity and collusion to the American ways here and worldwide and in the end, compromising our very souls. We trust a media on every today's storyline even though they have been shown consistently through our lifetimes to have Big Lied to us on the most important things, always – the nature of a Psyop world 75 years beyond the wildest Hitlerian Dreams: All Myths, nothing more, now firmly entrenched in the mashed mind of America, incompatible with the evidence and hiding a reality far more dire than the story line.

1 DOWN GO THE KENNEDYS

- OSWALD FROM BEHIND / JFK 1963

Assassination of a President by a 'lone gunman shooting from behind' with an ancient rifle and bullets that blew his head apart impacting from the front.

- SIRHAN FROM THE FRONT/ RFK 1968

Assassination of who would be our next president, by the mad and maddened Syrian Sirhan, the 'lone gunman shooting from the front', when the Sole Cause of Death according to the official autopsy report was one bullet fired from behind the right ear from a gun held less than inch away, exactly where specially assigned bodyguard T.E. Caesar was located. And they never even checked his gun. Two other same-caliber bullets hit Kennedy, both also

fired from behind– one ripping through shoulder and the other embedding in his spine. And yet the fully-frontal, never flitting Syrian still is sitting, *still* is sitting, forever innocent - and free nevermore.

2 THEY SHOT FIRST! / VIETNAM DAMNATION 1964

The (hotly disputed) story goes, of an "unprovoked attack" by North Vietnamese forces on the USS Maddox destroyer patrolling peacefully in the Gulf of Tonkin off the coast of North Vietnam that justified the USA invasion to "come to the defense" of our new South Vietnamese "democracy-loving" allies, holding off the encroaching communist nations falling one after another in the peak days of the "Domino Theory", and ultimately ending in the ignominious military defeat with the Fall of Saigon more than a decade later.

We talk of the Vietnam War as a tragedy for American lives, with nary a mention let alone apology for the many millions who died under American bullets and bombs, chemical weaponry, and torture-murder goon squads – to what end? A big win though for the Military Industrialists, the ones Dwight David warned us about in his farewell speech, on January 17, 1961.

3 THE BEARDED GUY IN THE CAVE DOES 9 11

"Only one man capable!" it was immediately and universally proclaimed, the bearded Bin Laden, orchestrating the greatest defeat of America ever, on a day when the US air defense system was all pulled down. With "commercial airliners" that defied physics, slicing through the world's strongest steel and concrete buildings, disintegrating the towers to freefall collapse at the speed of gravity into grand piles of mostly just dust. With "commercial airliners" crashing and leaving behind no airplane or body parts, either at the empty hole in the ground at Shanksville or inside or outside the missile-sized "plane" entry hole penetrating the Pentagon fortress at ground level.

An alternative view adopted by much of the world is that the American 9 11 amounted to a massive attack against the USA and its people with holocaustic incineration of thousands in an act of treason perpetrated by evil powers with fully complicit principal actors being

our President and Vice President and Secretary of Defense (Bush, Cheney and Rumsfeld); and that those in government and press who immediately yelled the loudest about the bearded cave dweller being the Culprit in fact were the Perpetrators now insisting on hunting down the terrorists (the other guy) and installing a New World Order void of American civil liberties. It does bring back JFK's speech on April 27, 1961 (100 days after Ike's last), warning us of 'evil secret societies in our midst intent on world control' and assuring us they would never prevail.

4 THE WAR ON TERROR foreign and domestic

The storyline goes that even though we were wrong, we had a good faith belief at the time of the 9 11 Emergency! that Saddam was an existential threat to the world, was in tight on all of it with the bastard Bin Laden, had his hands on Weapons of Mass Destruction, and was an imminent threat to use them against the USA and our allies, such that we had no choice but to invade and hunt down and hang him. Same in Libya: we had reason to believe Gadhafi was a grave threat, such that we had to do the preemptive there, also – and butchermurder him in the streets, in plain view. "We came, we saw, he died", we explained.

We've got enemies everywhere we turn, and always cause to invade, pillage and plunder at will, going after the "terrorists" directed by the bearded guy in cave' sorts of stories justifying our Horrific "we had no choice", that we had to go in and slaughter slaughter slaughter, my God what have we done? To free the people there, whoever is left - for democracy, or something.

And the result? Million-man murder, Mideast country after country blown apart, regimes changed, generations ruined, The American Way – "Yes, it was all worth it.' And further, that we have reason to suspect that the very worst terrorists are in our midst, the domestic variety who would dare question storylines, necessitate our Heil! salute to The Patriot Act's shameless shredding of civil liberties, with permanent lockdown of airports and airwaves in search for the terrorist within.

An alternative view opines from the evidence at hand that the USA is in the hands of a worldwide terror group whose many immense weapons of mass deception and destruction are now pointed directed at all of us. How about that?

5 THE WAR ON DRUGS

The story line is that we must protect our children with intense government drug interdiction and enforcement efforts; that we intend to stamp it all out; and that without strong drug laws, our society would be much more drug-ridden and ruined.

Evidence-based skeptics call the War on Drugs a war on personal freedoms and the right to control what goes into your own body, effectively a War on the People with drugs. They forensically insist that the USA effectively controls most of the worldwide production and distribution down to the streets throughout all of America of the most dangerous narcotics. With record-high production of heroin and cocaine now highly centralized in Our Afghanistan (we "pulled out", did we?) and Our Colombia, with mountains of synthetic opiates and related nasties produced by Big Pharma and sanctioned by the FDA and the AMA, the result is subjugation and ruination of American minds, bodies, and futures.

While we persist with the criminalization of marijuana, a natural herb that promotes tranquility and reflection, traditionally used by peoples everywhere for cognitive, medicinal, and spiritual purposes. And in so doing, we inevitably present to our children the fuller, nasty portfolio of the pusher man that shatters human body, mind, and aspirations - from dependence to doom.

At the same time, we sanctify the call for another round of cocktails, slugging the dummydown into the deadening skull of diminishing consciousness and conscience: what many call the most destructive drug of all, alcohol - sanctioned, massively worshipped, and ritualistically indulged in-, and effectuating mass crippling of cognitive capabilities and the ability and willingness to decipher stories and detect reality.

Meanwhile, the aggravated Pushing of the covid "vaccines" and boosters serves to embed in the citizenry, and especially youth, a Just Say Yes mentality that accepts the notion that taking drugs including by injection of "vaccines" is some kind of health solution - while also hiding the fact that the vaccines have become prime suspect in the exploding number of "Unknown Cause" Sudden Deaths suddenly erupting all around us.

6 5G GOOD FOR YOU

The main storyline goes that 5G is a communications marvel with negligible or no toxic impact on man and nature. In challenge, a myriad of highly credentialed, independent scientific experts insists that 5G is primarily a surveillance and control military technology that emits extremely dangerous microwave radiation that is sickening, crippling, and killing man and nature, irreparably damaging and in short order destroying human cognitive and reproductive functioning.

7 'CLIMATE CHANGE IS REAL'/ 'CHEMTRAILS ARE NOT A THING'

The storyline goes, 'We are running out of oil and gas, plus carbon fuels have ruined our otherwise beautiful environment, triggering a permanent change in climate that will destroy the planet and all life in short order.' The solution, they say, is that we can and must aggressively switch to "renewable energy" sources, forever clean and green to the rescue. Wind, solar, geothermal, and other that make up about 10% of total energy sources today will boot oil and gas aside, in short order. These same climate sophisticates wholeheartedly and heatedly deny the existence of other contributors to our abounding environmental wreckage, shouting out with special zeal and glee, "Chemtrails Are Not A Thing!"

Evidence-based skeptics respond with "Oh, baby" . . . A nation looking down on the handhelds and never again up to see and ask respectfully, "What the hell is that they keep spraying up there, almost every day now, everywhere?" . . . Call it Ice Crystals forever, and no concern about the cumulative nanoparticle toxicity of metals, polymers, and surfactants showing up in soil and air testing (and listed in the confidential national weather "Cloud Seeding" Ingredient Statement never publicly produced) that are being inhaled with every breath below which also, they insist, comprise the most devastating contributor to ongoing

climate deterioration misnamed "climate change". Further they insist that "renewables" are far more expensive and environmentally ravaging than fossil fuels and that oil and gas consumption will continue unabated as essential to the mining, manufacturing, and operation of the "renewable" systems – and that Big Oil is also the big money behind Big Renewable.

Given the seriousness of this challenge, would not a sane society demand exceptionally close examination before leaping at what is being officially pushed by the vested interests?

8 MOON LANDING /NASA and THE SPACE PROGRAM

The story goes, "We've been to the moon." So, we have Moon Landing and Mars Roving; a manned international space station with frequent shuttles back and forth to Earth; Oh Elon! Musk and his space-mobile X doing the flyby; constant launches of this and that (never seen by anyone); and now Space Force, the mighty military branch committed to roam, patrol and protect, way out there.

Evidence-based skeptics insist no such thing, any of it: Nothing but made up of Flash Gordon-caliber fiction that provides yet another massive source of government funds forever outside taxpayer purview, in the hands of history's most despicable racketeer-terrorists who have that chokehold on American minds and destiny.

How would one know for sure? Who can one trust?

9 OUR SPHERICAL EARTH & ANTARCTICA UNDER DOWN UNDER

At this point, any mainstream belief or "story line" on any topic - however strongly held by however many millions over however many decades or even centuries-, that today is being challenged by a meaningful number of evidence-based skeptics everywhere, young and old alike, must as a matter of sanity and survival be allowed free and full discourse and debate. The fact that the mainstream response to those derogatorily referred to as "Flat Earthers" has been so vitriolic and nothing but ad hominem/ "conspiracist" attacking reeks

of yet another fraudulent construction being embedded into the Fearing Mind of the Masses.

What possibly could be so dangerous or fearful about carefully examining the evidence? How hard is it to procure a photo or video taken from A-Deck of The Starship, if they are up there and have that 20th century technology called camera with them? Or how about a spinning 360-degree view taken from a drone flying over and around all of Antarctica? State secrets?

10 CHEAP FOOD

The story goes, mankind is growing in number (and size) and farmland is tapped out, so that feeding the planet affordably demands large-scale intensified farm production and maximization of crop yields achievable only through controlled application of chemical fertilizers and pesticides and use of genetically modified seeds.

Evidence-based skeptics insist that all of that has backfired hugely, that most of American farmland has been stripped of natural nutrients and severely toxified and is now producing grains and animals and ultimately American food loaded with glyphosate and other deadly poisons that are ravaging American families, causing serious illnesses and early deaths with attendant staggering costs in "health care". They insist that when measured by honest accounting, American food may be the most expensive "per nutrient" of any country in history, the reality of which is being hidden by colluding profiteer-racketeers in industry and government. They also point that with elimination of the junk food (80% of the grocery store?), there would be plenty of capacity in American farms to produce truly healthy organic food whose true cost would be far less that current, net of the reduction in healthcare expenses for illness attributable to poisoned food.

11 AY, CORONA!

The mainstream "Covid-19" storyline from government and press goes as follows: There is an invisible airborne virus on the loose, with innumerable new variants coming at us, that cause serious and deadly disease which spreads through communities by person-

toperson "contagion"; that government measures imposed on the public like isolation, distancing and masking are safe, effective and necessary to "mitigate the spread" and protect health; and that the Final Solution is full and ongoing *ad infinitum* vaccination for all members of the public.

Significant evidence-based professional dissent insists that covid is nothing but grand delusion and deception, aka covidScam; that not one aspect of that core covid narrative holds up to evidentiary scrutiny; that announced covid casualty rates are wildly manipulated and overstated; that most if not all of the medical testing, treatments and therapeutics is seriously flawed and fraudulent, of absolutely no value, and in many cases, seriously dangerous to health; that all of the government-imposed Measures have been significantly destructive to mental and physical health; that claimed "covid symptoms" are causally connected not to some swirling virus but to other agents which have been ignored or hidden by the fever of covidScam; and that covid vaccines are of no health value whatsoever but instead are exceptionally dangerous to everyone, ravaging body and mind and sickening, crippling and killing many, in soaring numbers.

The same evidence-based skeptics insist that covidScam underscores that the American health care system is in a state of shock. All the basics of human health the natural way have been set aside, scorned, and even criminalized, as defined modern medicine uncovers more and more physical and mental diseases and disorders requiring a battery of Big Pharma medications that serve to buckle and disintegrate bodies and minds. With every disorder there is already a pharmacological solution. And the results: American health care, by any measure, by far the worst and most expensive of any nation ever.

12 MASS SHOOTINGS

The mainstream narrative on mass shootings insists that Americans are a sick and hateful lot, racist and retaliatory, prone to sudden violence, and too often keen to take out our many inner disturbances on each other by guns in the form of "mass shootings".^[3] Many of these reported shootings across America have taken place at schools, each typically with multiple reported deaths and serious injuries.

Benjamin Franklin maintained that the first responsibility of every American citizen is to question authority, especially on the most controversial matters. In this spirit, there is mounting legal and forensic challenge to the official narrative that questions why all of these reported mass shootings have one striking thing in common, i.e., the absence of any courtroom admissible evidence that might support the storyline, specifically: No death certificates, no red stuff anywhere, no desperately screeching ambulances, no security camera videos of the crime unfolding or cell phone videos of people shot up dead or wounded, no screaming of the injured and dying, no gunshots heard, no desperately grieving parents, no survivors in shock, no hospital information nor arrival scenes, no professional cleanup crews at the site. Nothing but third-hand reports containing hearsay on hearsay on hearsay. From this, these Evidence-Based Questioners raise the prospect that mass shootings are being fabricated by those with agendas of deception, subjugation, and terror, to get the public to accept whatever is said to be reality regardless of the blatant absence of evidence. The intent also, they suggest, is to create in the masses 2d Amendment fear and loathing around sacking the guns from law-abiding citizens as well as to silence dissent, even to the point where fact-based questioning of an establishment storyline is universally condemned as a form of Domestic Terrorism rather than welcomed as dissenting free speech essential to truth and democracy. These same questioners point out that the stunning Absence of Evidence suggests that Americans may not be so hostile, racist, or trigger-happy, but rather, may be respectful and appreciative of each other's differences and exceptionally responsible when it comes to the exercise of Second Amendment rights. Wouldn't that be something?

What does it mean for a nation's sanity and survival when the nature of the subject is depicted as so sensitive as to condemn and foreclose legitimate public inquiry into chronicles of terror so factually sketchy and improbable yet reported in lockstep unison by all channels?

Is the USA nothing but a nation of lies? The blind and ready adaptation of an entire people to these dirty dozen "unbelievables" - or any other obviously fabricated significant news story today that hides the immensely dire and nefarious -, serves to shuffle humanity to the brink, in our lifetimes and on our watch. Every attempt by The American Questioner to probe on the evidence is scorned, belittled, and even threatened as "terroristic" and is coupled with ad hominem attacks as "conspiracy theorist", the modern-day "N" word, thereby effectuating Verifiable Reality Denied. A refusal to challenge factual assumptions on anything and everything ultimately does risk extinction of species aka Peak Insanity: A spinning top far, far off center eventually goes down.

And all the above and so much more throttling back and killing off any possibility for human genius, creativity, and innovation to drive us toward a destiny in line with our true character of harmony and brotherhood, what used to be known as the American Way.

With each worsening event and the complete absence of any evidentiary support without any challenge from the masses, what can be the prognosis?

B Why We Don't Confront

Sadly, for many if not most of us, human cognition has been badly eroded if not disintegrated. We have lost the ability to detect even the most blatant deceptions. Whether due to the incessant pounding of Big Lie propaganda, covid vaccines, wireless radiation, mood stabilizing and myriad of meds, toxified GMO foods, obesity, or the daily dumbingdown dose of booze, the net result is Cognition Deleted and Will Overwhelmed. At this point everything and anything by way of manipulated reality is possible to pull off, here in Gringolandia. The bigger and more obvious the lie, the deeper the self-betrayal, the deeper the embedding, the sicker the embedder. One wonders if this is not exactly what CIA Director William Casey envisioned and intended when he touted, way back in '81:

"We'll know our disinformation program is complete when everything the American public believes is false."

Also, Americans are exceptionally naïve, oriented to trust authority as being well intended and truthful. The notion that our own government has turned against us, We the People, and is inflicting all the collateral damage in our name, is too horrific to contemplate. So, we hang on to the constructed Irreality. We turn against our instincts and try to survive in the blinding fury of denial, 'it can't be', so we accept the storyline. We instinctively know that the truth being hidden could well be extremely horrific such that we don't want to understand it - and then the next chronicle gets even more incredible and more horrific.

Shame and guilt overwhelm with the recognition that that our very survival may be targeted, of being on the edge of extinction because of what has been obvious all along, and that rather than challenge the narrative at any point, we have been willing participants in the process of ratcheting of insanely destructive Irreality into becoming the new norm.

We find ourselves trapped in a world of fear. If we don't go along, it could be worse. The worry is that it is already too late, that the evil is so massive and so corrupted that the simple act of facing it may cause it to go ballistic and deliver endgame when we could have just suffered along "At least we have that", even if it is a world of government taking over body and mind, for good. 'Let sleeping dogs lie' is the mental posture - except the dirty dogs are not sleeping.

Mark Twain did say, "It is easier to fool people than to convince them they have been fooled." We now would rather continue the charade rather than closely examine. We do not want to know the details because if we did, we would have to confront ourselves, yes, the guilt and shame, but more so, the deepest terror is the fear within, of existential nothingness, of existential collapse. Many would rather hang onto and go down hard with adopted Irreality than face what life might become if rooted in truth and morality. How frightening, can you imagine?

Moreover, there are many amongst us – perhaps all of us to some extent - who well recognize the deception but who will overtly deny it, gambling that they will stay safe by

"cooperating", by keeping head down and pretending all good – "We can make it through this." They would gladly sell out the human potential and settle back into the fold of fakery and mediocrity. People will deny concrete irrefutable reality and insist on the irrefutably unreal if they are sufficiently invested in the party line - even if there is the blatantly obvious, undeniable risk of total suicide. Many believe they can win from it. They develop vested interests in continuation of the deception, and they believe they are on the inside, protected, and will come out relatively unscathed compared to the masses and especially those who resist or oppose mass adaptation, who do not go along. They also believe that there is no turning back, they are already too compromised - even willing to risk having the ship go down, with them and their families in it.

And so, it appears that this is the American character, to take down civilization and the planet before 'fessing up. Those who are most complicit, most quick to have adapted, falsely believing they would be on the inside and get through it safely, are now mostly all vaccine shot-up and seeing and feeling themselves and their children going down hard. This lot is resentful and even retaliatory, potentially violently, not against the perpetrators, but against those who would expose the fraud and their collusion, those who would rip off the masks of deception and strip the stubby emperor bare naked and ashamed.

Lastly, there is also what is referred to as the Human Lemming Effect, the resolute holding on to false reality constructs even knowing that by doing so, they are risking their own destruction. They would rather stay with the craziness even knowing its falsity and, than deal with face to face that could save the day. They refuse to look closely, instead betting that planetary endgame is not playing out in our lifetimes, and if it is, at least we are all in it together. Contrary to popular myth, lemmings don't go off the cliff 'all together now' to their demise, either voluntarily or instinctively. They do so only when dumped out of a front-end loader off the cliff, little bodies free fall tumbling down, bouncing off rocks, battered and broken in the production of Walt Disney's false depiction called White Alaska. But, as it turns out, human beings do – we take "comfort in numbers".

For those who can live with that, what is the prognosis?

C The Problem with Proclaiming

Americans are great at expressions of sympathy and support for the notion of mental illness abounding all around us, and worsening every day it seems, according to the messaging. We are especially sensitive to those in our midst who are coming undone in varying fashions for varying reasons or none whatsoever, whom we determine to have mental health issues warranting the classification of mentally ill or disordered. Witness Proclamations across the land like Mental Health Awareness Month and funding of organizations like NAMI. But the more we fund, the broader and deeper mental illness rampages.

And the notion that Awareness of Mental Health might mean looking at society's insanity that is at the root of individual aberration, specifically, the shrieking insanity of The Proclaimer? – "Nevermore". For those who cannot hold up to the deception, those whose souls will not be corrupted into compliance with increasingly demented and numbing Irreality, the classifying as mentally ill or disordered is an ignorant afront that ducks the fundamental causation which is the mental illness of a people that would so readily accept and adapt to obvious falsity that leads to their demise. To be diagnosed by a deviant normalcy as aberrant – How about that?

Those who don't fit the "normalized" modality must not look to the methods of the sick society as a prescription for "recovery". As it turns out, The Proclaimer only wants to drum in the dummy down, but not everyone can or will or should play that game. Those purporting to seek to understand and come to the rescue are too often the very sick - and dangerously incompetent to boot. By classifying as "ill" those who struggle with the insane turbulence, we can keep our world confined on our terms and avoid coming to grips with the underlying falsity and our complicity in the cover-up. We sacrifice our most vulnerable to give up their precious uniqueness and pressure them to "fit in" to the fundamentally crazed, "normalized" world, content to enchain the deemed misfits to that false paradigm, for life, with true human potential sabotaged and destiny lost.

Any psychology that attempts to adapt one to accommodate and fit into grand deception is nothing but fraud and must be completely disowned.

In fact, the process of being sensitive to and caring for the mentally disordered is one that aggravates the embedding of the falsity while shielding the complicity of The Proclaimer. Those doing the loudest proclaiming win by being on the inside; the status quo serves them – 'We are the normal and you are the mentally ill', when the truth is the opposite. As it turns out, our Sensitivity in fact is but a false front which castigates and confines the socalled mentally ill, denies their experience, and shields the complicit Proclaiming society from facing the truth at the root of the "mental disorder". For the duly proclaimed, "disturbed" person, there is a great sadness, knowing deep down that there never will be a true accounting, that never will they be given the opportunity to blossom and grow freely, and that that they will have to sort it out on their own - if it is even worth it. To unravel their struggles requires first addressing society's own.

The truth is those who do not go along with Deception Central are considered the sickest, the ones insisting on seeing clearly through the machine fog being churned up constantly. But for those who are not able to adapt to a crazed society and who break up trying – does that make them crazy?

For many, the pattern provided by our 'consensual false reality' culture does not work. Among this group we sometimes find people of greater integrity and sensitivity than the majority, who for this very reason are incapable of accepting the cultural opiate, while at the same time they are not strong and healthy enough to live soundly "against the stream." resulting in skewed and aberrational behavior we call mental disorder, when the great craziness is the desperately out of order society compelling the dishonest adaptation. So it is that the individual seen as most aberrational as defined by the doctors of normalcy may be the most healthy and sane. For is not Depression a natural and logical, biochemically based sensitivity or awareness, at a not so subconscious level, to the existential void and absence of meaning and insanity implicit in feeling helplessly compelled to adapt to a societal order based on massive deception and coverup of high crimes committed in our name that forever denies true human potential?

From the first moment of life the human is being adapted to deny his senses, perceptions, and instincts for survival and to trust and substitute in their place this false and phony reality construct. The sense of falsity together with the inability to address it and the need to conform and adapt is the seed of individual "insanity".

We proclaim sensitivity to mental illness, to those who are "strange", yet when someone who never will be mainlined cries out in the dark, asks to look at what is real, we seek to shun and silence, to discourage and scourge the lonely voice. And when children see the Aberrant and the Extraordinary being so scorned, they learn to stay mainstream, confined - if they can hold up to it. The most vulnerable to the twisting are the children of parents who have consciously adapted to the twisted falsity. Kids can detect and see through, but it becomes a guide they in turn will follow, their illness aggravated by the knowledge that it is the parent who betrayed them.

The aberrational expressions must be allowed to unravel for any hope of sanity tied to truthful, evidence-based reality.

D Those Madly Mummifying Meds

According to the medical pharma industry, "mental illnesses" like depression, bipolar and attention deficit are very common and increasing, with new diseases and disorders being continually discovered, and further, that the best way to deal with them is new and improved psychotropic medications that stabilize the mind and alleviate the suffering of the misfit. More and more behaviors and feelings are deemed to be strange and unwanted, comprising "disorders" for which pharmacological relief is just a pill or shot away - according to those whose core business is treating and supplying.

By any definition, psychotropic drugs are big business, and the industry sees the strongest business growth potential to be diagnosing and medicating exploding numbers of "mentally ill" children. The notion is that unwanted behavior or the troubled state of mind can best be addressed by altering brain chemistry with a pill. The end goal is to stabilize and normalize the suffering, aberrant individual to some degree of personal contentment and

more "ordered" functioning in society. That which is aberrant, that which is outside the bounds, that which perhaps is struggling to make sense of some underlying grave deception twisting us all apart - all of that must be neutralized, and the deviants exposed and submitted to prescribed treatment with normalcy drugs; the deviance stamped out, of course with our stoutest sympathies.

And never a mention of traditional and natural means of achieving life balance amidst the furious storm. In fact, the process of medically "flattening" behavior and personality seriously upsets and cripples the body's natural balancing processes including cognition itself. We medicate away the capability to detect and inquire into Irreality's causative madness, hopefully forever to be hidden.

Meanwhile, by any measure, the more funding that is dedicated to it, the worse is the state of mental health, as declared. Few of us ever "get better" and off the meds, and those who attempt to do so experience difficult and dangerous withdrawal. According to the medicators, over time "conditions will deteriorate", requiring new and better and more sophisticated cocktails, each not quite sufficient (so the story will go) to repair the disintegrating human organism. The more medicated we are – "addicted" by any definition - the more disconnected and disintegrated we become. That which is deemed deviant per the American madness is often where the brilliance and hope is, fighting for the human spirit to survive and blossom.

IV THE WAY HOME

Baby boomers must take the hit on this one. We were handed a jewel and now it is on the verge of extinction? Not what the parents had in mind, weaving through the depression years, and fighting a great war (wasn't it?), dedicating their lives to raising a family in hope for the future, handing off to us a country and planet spectacular, ours to do what we want, and now we have deception and wreckage everywhere with endgame approaching, on our watch? We allowed it to get to this point, event after event, storyline after storyline, No Objection. A tragedy and betrayal of destiny – So Far.

The moral imperative is to undo it all - regardless of the odds against, regardless of the difficulty involved, regardless of the sacrifice required. Free minds/ free country is our destiny.

The following are immediate priority "Essentials" required to rebuild American cognition, moral character, and sanity - no shortcuts, half measures, or excuses:

- Build the foundations of health naturally. Immerse in sleep, recapture dreaming. Exercise rigorously in sunlight, bare feet rooted in soil. Invest in best clean water systems that remove fluoride and other toxicities. Clean up the food - nothing but fresh and organic (healthy soil/ healthy gut) - and lose the FDA approved junk food (most of the grocery store). Get control of your body. Lose the obesity (it's not OK)
- Get off all altering meds, including all psychotropics, pain relief, and alcohol. Never submit to any vaccine or any other intrusive government "health security" measure. Reconnect with natural/traditional medicines for promoting mental and spiritual health and pain control. Use the medical industry as emergency backup only. Cut back "health care" insurance coverages, invest instead in health building. And send scamiNAMI packing *no más*.
- 3. Build core discipline and balance of body, mind and spirit starting at youngest ages. Train martial arts rigorously. Protect and build cognitive skills through reading, board games of chess and go, and continually learning new skills. Et cetera.
- 4. Clean out belief systems and build evidence-based reality verification tools for all ages. Distrust and challenge every storyline especially from history's grandest fabricators. Accept nothing as reality unless it holds up to tough evidentiary scrutiny. Learn and rigorously apply common law rules of evidence and the basics of logic and probabilities.

- 5. Educate and train (all ages) on the core US Constitutional protections of individual freedoms and, ultimately, sanity and survival that must never be compromised. Model and insist on free speech challenge and dissent. Embed in all children the understanding that no governmental entity at any level has the right to impose restrictions on Inalienable Rights as it sees fit, like the right to breathe, gather and speak freely, or the right not to be coerced to inject suspicious drugs, or be captivated by or subjugated to a false narrative that involves them losing their liberties or life without full due process of law,
- Pull children out of government schools now enough of the fake realities, freakish social agendas, 5G radiation bath, zoom-away of privacy and life, and the threat of real or fabricated mass shooting. Build education systems that teach how to critically think, not to recite facts.

7. Expose and eliminate the most blatant toxicities poisoning body, mind and psyche:

- a) Round up the Roundup, get the glyphosate off and out of lawns, forests, rivers. Support class actions by farmers and consumers to end the poisoning of American farms and food, shutting down, seizing assets, and liquidating Monsanto Bayer. Consume only organic food.
- b) Stop 5G Fast Support class actions against telecoms and FCC racketeers for intentional torts and crimes. Out and tear down the towers that beam the toxicity, that surveil us, and that steer the weather their way. In China that may be OK, but in a free America, never more.
- c) **Strip Search the Elephant in the Sky**, to out and end the toxic aeroso spraying involved with government weather modification and "cloud seeding" programs.

d) Put That Needle Down: Shutdown the vaccine killing fields. People are going down hard. We must come to the aid – and seize assets and start the proceedings against the mad Injectors.

8. Expose the historical Big Lies, from JFK to 911 to Ukraine Fever, and account to the victims for the terror of our ways. The only real hope to see through and undo PTSD is to confess to our hounded heroes that they were sent to kill on false pretenses. It never was their fault. And "Out and outta here" all public officials who fell for and supported covidScam and its massively mangling Measures.

9. Treasure and protect the uniqueness of those "aberrant" who cannot or will not adapt to That American Madness. Spare them the mental health proclamations. Free them to free expression of their human potential tied to truthful realty.

And so it is, That American Destiny, we hold in our hands: Protect it. Embrace it. Become it. As Marcus Aurelius put it, long ago: "What we do now will echo in eternity."

Epilogue

LAST STAND USA/

FLY, FLY AWAY

April 2020

I don't remember much about my daddy; I remember his voice was strong and beautiful and so tender too . . . When he sang to me all tucked in bed, that Baby Tree song, I knew he loved me so much. They say he died fighting to protect us, in a war in some faraway place so we would be free forever, but I can still hear him singing to me.

I do remember my grandpa and I miss him so much. He told me about how once upon a time there was a bad, bad thing that jumped here all the way from the other side of the big ocean. It was something so spooky that made some people feel really sick, so they had no choice but to lock the world all down just like it is now. They said they did it for our own good because it would have been so much worse. It seems like most people still are so afraid because they say it will come back, probably even scarier. They promised to tell us when it will be safe for us to go outside. I hope it will be by my birthday next year, when I will be 8 years old.

I can't really remember much about being outside. My grandpa used to tell me that outside up above the trees there was a really bright warm sun shining everywhere in a deep blue sky and things were flying all around, birds with wings flying around wherever they wanted to go, and singing like they were really happy which made people happy too. My grandpa would always smile so much when he talked about it, but sometimes he would get really sad and then just start crying a lot, like we both did when they came and took away my mommy for asking some questions I didn't understand but my teacher said were too scary to even think about.

I hope someday they will let us be outside. I want my grandpa to come out with me too. I haven't seen him since I was five. I don't know why they won't let him see me. I hope they let him come out with me, next year on my birthday. I sure hope mommy will be there outside waiting. I wouldn't even know what to do if that ever happened, probably crying and smiling at the same time - so, so much. No matter what, when I grow up, I am going to be to be just like mommy. I can tell, she is not afraid of anything. She never told me, but I could tell she didn't believe the spooky story.

I hope there are still birds singing out there when I come out. I want them to show us how to sing like they do, and how to fly too, just like in my dreams. I want us to fly away with them, forever free like my daddy always wanted us to be. I just know that is going to happen.

Participate

From:	HP Boyle <boylehp@yahoo.com></boylehp@yahoo.com>
Sent:	Friday, December 15, 2023 1:04 PM
То:	Participate
Cc:	Andrew Guckes
Subject:	Public Comment for City Council meeting 12/18/23

1. Bluebird is the gift that keeps on giving. GMD is billing the taxpayers \$151k, claiming the City did not leave a clean site. I urge you to look at this invoice. Just because they didn't like the site doesn't mean the City did not fulfill its demolition obligation (which was, in itself, another \$400k gift to GMD). According to the City Planning Department, as presented to the City Council, GMD did a full site study and knew exactly what it was getting into. Coming back a year later is unreasonable. Reading through the line items of this invoice, does the Council, as the fiduciary representative of the taxpayers, think this should all be for our account? Maybe the \$10k charge for haulage makes sense, but "over excavation?" They have known about this expense for a year (see date of invoice), and it looks like someone is trying to cram it through the year-end process without public scrutiny. I urge the Council to deny this request. We are still on the hook for almost \$2mm in payments to GMD above and beyond the initial ask of the City. When will it end?

2. ITEM 17 Lot Line Shift. There is nothing in any public materials indicating the reason for this request. Is it to accommodate a development plan that would increase the density on these lots? If so, how is that in the public interest?

3. While it may be legal for the Council to go into executive session to decide to buy some plot of real estate, it is not open, transparent, and inclusive government. Is it another example of the secret doings of the Ketchum Mayor and City Council. What are you hiding from us?

Thank you,

Perry Boyle Ketchum

Participate

From:	Sue Petersen <sue99p@gmail.com></sue99p@gmail.com>
Sent:	Thursday, December 14, 2023 2:45 PM
То:	Participate
Subject:	The Future

Dear Courtney,

In updating the Ketchum Comprehensive Plan, I sincerely hope that you will include concrete measures to accomplish the Clean Energy goals to which you committed a few years ago. It is very important not to lose sight of the urgency of our climate situation and to take meaningful steps to addressing it.

Thanks, Sue Petersen

Sent from my iPad



CALL TO ORDER: 4:00PM (00:00:15 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 Jim Slanetz Amanda Breen Courtney Hamilton

ALSO PRESENT:

Jade Riley—City Administrator Trent Donat—City Clerk & Business Manager Lisa Enourato—Public Affairs and Administrative Services Manager Aly Swindley—Management and Communications Analyst Shellie Gallagher—City Treasurer Morgan Landers—Director of Planning and Building Abby Rivin—Senior Planner Adam Crutcher—Associate Planner Carissa Connelly—Housing Director Matt Johnson—City Attorney - *via teleconference* Rian Rooney—Housing Fellow - *via teleconference* Shawn Miller—BestDay HR - *via teleconference*

COMMUNICATIONS FROM MAYOR AND COUNCIL:

- Mayor Bradshaw made a Proclamation that January 1, 2024, would begin Community Health and Fitness week. (00:00:39 in video)
- Mayor Bradshaw reminded the public of the tree lighting at Town Square on December 6 at 5:00pm. He also introduced Morgan Lyells, a new officer at the KPD. (00:03:55 in video)

<u>CONSENT AGENDA:</u> (00:04:41 in video) Motion to approve consent agenda. (00:04:49 in video) MOVER: Courtney Hamilton SECONDER: Jim Slanetz AYES: Michael David, Amanda Breen, Jim Slanetz, Courtney Hamilton RESULT: ADOPTED UNANIMOUS

PUBLIC HEARING: (00:05:14 in video)

 Recommendation to hold a public hearing for consideration of fee resolution 24-001 to amend Community Housing In-Lieu Fee.
 Presented by: Rian Rooney (00:05:52 in video)

Public Comment Open: (00:21:12 in video)

Perry Boyle – Ketchum Resident (00:21:35 in video) Bob Crosby – Government affairs Director Sun Valley Board of Realtors (00:22:26 in video) Jack Bariteau – Developer (00:29:02 in video) David Barovetto – Architect (00:32:14 in video)

Public Comment Closed: (00:34:44 in video)

Questions, comments, and discussion by Council (00:34:48 in video)

Motion to adopt Resolution 24-001 establishing a new in-lieu fee of \$550.00 per square foot for community housing effective January 1, 2024. (01:06:45 in video) MOVER: Courtney Hamilton SECONDER: Amanda Breen AYES: Michael David, Jim Slanetz, Amanda Breen, Courtney Hamilton RESULT: ADOPTED UNANIMOUS

NEW BUSINESS:

28. Review updated City of Ketchum employee handbook Presented by: Jade Riley (01:07:26 in video) Joined by: Shawn Miller

Questions, comments, and discussion by Council (01:16:52 in video)

29. Review revised City of Ketchum Procurement Policies and Procedures Presented by: Jade Riley (01:26:25 in video)

Questions, comments, and discussion by Council (01:33:29 in video) (01:48:37 in video)

EXECUTIVE SESSION:

Pursuant to Idaho Code 74-205(1)(f) – Pending litigation. **Motion to enter executive session pursuant to Idaho Code 74-206(1)(f) pending litigation.** (02:00:02 in video) **MOVER:** Jim Slanetz **SECONDER:** Amanda Breen **AYES:** Michael David, Jim Slanetz, Amanda Breen, Courtney Hamilton **RESULT:** ADOPTED UNANIMOUS ADJOURNMENT: Motion to adjourn (02:00:21 in video) MOVER: Courtney Hamilton SECONDER: Jim Slanetz AYES: Michael David, Jim Slanetz, Amanda Breen, Courtney Hamilton RESULT: UNANIMOUS

Neil Bradshaw, Mayor

ATTEST:

Trent Donat, City Clerk

City of Ketchum	Payment Approval Report - by GL Council Report dates: 12/1/2023-12/15/2023					
Report Criteria: Invoices with totals above \$0 includ Paid and unpaid invoices included. [Report].GL Account Number = "01 Invoice Detail.Voided = No,Yes)00000","9910000000"-"9911810000"				
Vendor Name	Invoice Number	Description	Net Invoice Amount	Purchase Order Number	GL Activity Number	_
GENERAL FUND						
01-3700-3600 REFUNDS & REIMBU						
VACASA LLC	120723	REFUND FOR PAYMENT ON STR22-00166 WHICH WAS IN LIMELIGHT CONDOS	504.00		0	
Total :			504.00			
ADMINISTRATIVE SERVICES						
01-4150-3100 OFFICE SUPPLIES &	POSTAGE					
CHATEAU DRUG CENTER	2791631	SUPER GLUE, STAIN REMOVER, VINEGAR	24.66		0	
COPY & PRINT, L.L.C.	1056	GEL PENS & MARKER FLAIR PENDS RED	62.32		0	
GEM STATE PAPER & SUPPLY	1109026	TRASH BAGS, SOAP, TISSUE	241.52		0	
GEM STATE PAPER & SUPPLY	1109026-01	FOAM SOAP	46.51		0	
01-4150-4200 PROFESSIONAL SER	VICES					
CIVICPLUS LLC	284233	MUNICODE PAGES & FREIGHT	1,208.47		0	
KETCHUM COMPUTERS, INC.	19811	ADMINISTRATION	3,242.25		0	
KETCHUM COMPUTERS, INC.	20077	ADMINISTRATION	5,953.50		0	
CLEARMINDGRAPHICS	6186	WEB DESIGN AND DEVELOPMENT, UPDATES	478.75		0	
BACKGROUND INVESTATION B	INV-38634	STND-P04	27.45		0	
WESTERN RECORDS DESTRUCT	0675862	RECORDS DESTRUCTION - NOV 23	113.00		0	
BEST DAY HR	45258	SALARY MARKET REVIEW & JOB DESCRIPTION REVIEW / REVISE	2,931.25	23117	0	
BEST DAY HR	45258	SALARY MARKET REVIEW & JOB DESCRIPTION REVIEW / REVISE	763.25	23117	0	
BEST DAY HR	45258.2	PERSONNEL DISCUSSIONS	2,581.25		0	
SPEED GOAT TECHNOLOGY LLC	2230097	FIBER JUMPER, POWER OUTAGE, IT DEPT MEETING, TRAINING	4,185.00		0	
ALVEY, ERYN	002	DECEMBER 2023 EVENT CONTRACT SERVICES	2,300.00		0	
01-4150-5100 TELEPHONE & COM						
AT&T MOBILITY LLC	287310798935	287310798935X12012023	240.45		0	
LUMEN	664970378	74754376 112423	.63		0	

City of Ketchum		Payment Approval Report - by GI Report dates: 12/1/2023-12/15				Page: 2 Dec 15, 2023 07:55AN
Vendor Name	Invoice Number	Description	Net Invoice Amount	Purchase Order Number	GL Activity Number	-
01-4150-5110 COMPUTER NETWO	RK					
KETCHUM COMPUTERS, INC.	19811	ADMINISTRATION HARDWARE	2,833.05		0	
KETCHUM COMPUTERS, INC.	20077	ADMIN HARDWARE	3,781.80		C)
1-4150-5200 UTILITIES						
IDAHO POWER	2206452274 11	2206452274 112123	256.43		C)
INTERMOUNTAIN GAS	44919030005 1	44919030005 112223	37.21		C)
INTERMOUNTAIN GAS		76053745030 112223	153.23		C	
1-4150-6510 COMPUTER SERVIC						
CASELLE, INC.	129178	CONTRACT SUPPORT & MAINTENANCE JANUARY 2024	2,565.00		C)
Total ADMINISTRATIVE SERV	/ICES:		34,026.98			
EGAL						
1-4160-4270 CITY PROSECUTOR						
ALLINGTON, ESQ., FREDERICK	120305	Monthly Prosecutor Payment	3,883.33		C)
Total LEGAL:			3,883.33			
PLANNING & BUILDING						
1-4170-3200 OPERATING SUPPLI	ES					
ATKINSONS' MARKET	06723419	LA CROIX, GRAPES, BRIE, HUMMUNA, ARTICHOKE DIP, ECT	65.23		C)
1-4170-4200 PROFESSIONAL SEF	VICES					
FORSGREN ASSOCIATES, INC.	223574	PROJECT 02-22-0097 ENGINEERING SERVICES THROUGH 11/25/23	1,240.00		C)
KETCHUM COMPUTERS, INC.	19811	PLANNING & BUILDING	511.50		C)
KETCHUM COMPUTERS, INC.	20077	PLANNING & BUILDING	976.50		C)
MATTISON, ROBYN	2023.11	11/06/23 - 11/30/23 PLANNING & BUILDING SERVICES	3,100.00		C)
1-4170-4210 PROFESSIONAL SEF	VICES INDS					
SAFEBUILT LLC	178581	BDS INSPECTIONS	3,000.00		C)
1-4170-4400 ADVERTISING & LE			224.42		~	
COPY CENTER LLC	2992	PUBLIC NOTICE POSTCARD CUP NOTICE & 490 WOOD RIVER DR NOTICE	226.63		C)

City of Ketchum		Payment Approval Report - by G Report dates: 12/1/2023-12/1				Page: 3 Dec 15, 2023 07:55AM
Vendor Name	Invoice Number	Description	Net Invoice Amount	Purchase Order Number	GL Activity Number	_
COPY CENTER LLC	3011	200 N MAIN NOTICE & SEE VIEW & SADDLE LIGHT NOTICE POSTCARDS	215.68		0	
Total PLANNING & BUILDING:			9,335.54			
NON-DEPARTMENTAL						
01-4193-4500 1ST/WASHINGTON R						
URBAN RENEWAL AGENCY	7444	DECEMBER 2023 PARKING LOT RENT	3,000.00		0	
01-4193-9930 GENERAL FUND OP.	CONTINGENCY					
FREEFORM	DEPOSIT	CITY HALL OFFICE FURNITURE DEPOSIT	14,134.76	24049	0	
Total NON-DEPARTMENTAL:			17,134.76			
FACILITY MAINTENANCE						
01-4194-3500 MOTOR FUELS & LUI	BRICANTS					
CHRISTENSEN INC.	1034606	38950 113023	278.99		0	
01-4194-4200 PROFESSIONAL SERV	VICES					
BIG WOOD LANDSCAPE, INC.	29348	TREE/SHRUB/FLOWER PLANTING-JUNE	2,600.00		0	
BIG WOOD LANDSCAPE, INC.	29349	TOWN SQUARE HOLIDAY LIGHTING	100.00		0	
KETCHUM COMPUTERS, INC.	19811	FACILITIES MAINTENANCE	561.00		0	1
KETCHUM COMPUTERS, INC.	20077	FACILITIES MAINTENANCE	148.50		0	1
LUTZ RENTALS	149264-1	HEATER TANK PROPANE	49.92		0	
AWSI	601968	OTHER DOT ALC TEST RANDOM	34.50		0	
01-4194-4220 PROF SERV-CITY BEA						
BIG WOOD LANDSCAPE, INC.	29177	2023 CHRISTMAS LIGHTS	24,001.60	24033	0	
01-4194-5200 UTILITIES						
IDAHO POWER	22012372487 1	2201272487 112223	100.72		0	
IDAHO POWER	2203538992 11	2203538992 112123	47.62		0	
INTERMOUNTAIN GAS	32649330001 1		15.45		0	
INTERMOUNTAIN GAS	32649330001 1	32649330001 112223	241.48		0	
INTERMOUNTAIN GAS	65669030002 1	65669030002 112223	15.45		0	
01-4194-5300 CUSTODIAL & CLEA	NING SERVICES					
WESTERN BUILIDNG MAINTEN	0142069-IN	Monthly Janitorial Service-NOV 23	4,637.00		0	

City of Ketchum		Payment Approval Report - by GL Council Report dates: 12/1/2023-12/15/2023			
Vendor Name	Invoice Number	Description	Net Invoice Amount	Purchase Order Number GL Activity Numb	er
01-4194-5900 REPAIR & MAINTE	NANCE-BUILDIN	GS			
COLOR HAUS, INC.	YADSP	HALF PINT SAMPLE	5.99		0
PIPECO, INC.	S5294304.001	AC MODE TIMER	16.51		0
WEBB LANDSCAPING	K-IN-188353	LIGHTS, WREATH	94.97		0
SCHINDLER ELEVATOR	8106420228	QUARTERLY BILLING FIFTH STREET - 12/23 - 02/24	1,159.44		0
01-4194-5910 REPAIR & MAINT-4	91 SV ROAD				
A.C. HOUSTON LUMBER CO.	2312677097	KILZ STAIN REMOVER	77.98		0
A.C. HOUSTON LUMBER CO.	2312-677263	MASKING TAPE, MASKING PAPER, DISPENSER	37.57		0
BLAINE COUNTY TREASURER	LRK000002400	PROPERTY TAXES 2023 STARBUCKS 491 SV ROAD	1,613.54		0
CINTAS	4157840727	BLACK MATS	30.62		0
CINTAS	4158564104	BLACK MATS	30.62		0
CINTAS	4159317086	BLACK MATS	30.62		0
CINTAS	4159978133	BLACK MATS	30.62		0
CINTAS	41605646205	BLACK MATS	30.62		0
CINTAS	4161365234	BLACK MATS	30.62		0
CINTAS	4162034280	BLACK MATS	30.62		0
CINTAS	4162787501	BLACK MATS	30.62		0
CINTAS	4163491974	BLACK MATS	30.62		0
CINTAS	4164188233	BLACK MATS	30.62		0
CINTAS	4164807275	BLACK MATS	30.62		0
CINTAS	4165586142	BLACK MATS	30.62		0
CINTAS	4166283524	BLACK MATS	30.62		0
CINTAS	4166825134	BLACK MATS	30.62		0
CINTAS	4167701011	BLACK MATS	30.62		0
CINTAS	4168406647	BLACK MATS	30.62		0
CINTAS	4169070278	BLACK MATS	30.62		0
CINTAS	4169742245	BLACK MATS BLACK MATS	30.62		0
CINTAS	4170467368	BLACK MATS BLACK MATS	30.62		0
CINTAS	4171184391	BLACK MATS BLACK MATS	30.62		0
CINTAS	4171943709	BLACK MATS BLACK MATS	30.62		0
CINTAS	4172576939	BLACK MATS BLACK MATS	30.62		0
CINTAS	4173380923	BLACK MATS BLACK MATS	30.62		0
CINTAS	4174149577	BLACK MATS BLACK MATS	30.62		0
CINTAS	4174830361	BLACK MATS BLACK MATS	6.87		0
CINTAS	4175439636	BLACK MATS BLACK MATS-491 SUN VALLEY RD	6.87		0
CINTAS	9249405300	BLACK MATS-491 SON VALLET KD BLACK MATS-inv 4157840727	15.31-		0
CINTAS	9249405300	BLACK MATS-III 415/840727 BLACK MATS-CR INV 4158564104	15.31-		0
CINTAS	9249405305	BLACK MATS-CR INV 4158304104 BLACK MATS-CR INV 4159317086	23.75-		0
	9249405306				0
CINTAS CINTAS	9249405310 9249405313	BLACK MATS-CR INV 4159978133 BLACK MATS- CR INV 4160546205	23.75- 23.75-		0
CINTAS	9249403313	DLAUK WATS- UK INV 4100340203	23.75-		U

City of Ketchum

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Vendor Name	Invoice Number	Description	Net Invoice Amount	Purchase Order Number	GL Activity Number
CINTAS	9249405316	BLACK MATS-CR INV 4161365234	23.75-		0
CINTAS	9249405324	BLACK MATS-CR INV 4162034280	23.75-		0
CINTAS	9249405327	BLACK MATS- CR INV 4162787501	23.75-		0
CINTAS	9249405330	BLACK MATS-CR INV 4163491974	23.75-		0
CINTAS	9249405333	BLACK MATS-CR INV 4164188233	23.75-		0
CINTAS	9249405336	BLACK MATS-CR INV 4164807275	23.75-		0
CINTAS	9249405339	BLACK MATS-CR INV 9249405339	23.75-		0
CINTAS	9249405342	BLACK MATS-CR INV 4166283524	23.75-		0
CINTAS	9249405347	BLACK MATS-CR INV 9249405347	23.75-		0
CINTAS	9249405350	BLACK MATS-CR INV 9249405350	23.75-		0
CINTAS	9249405354	BLACK MATS-CR INV 4168406647	23.75-		0
CINTAS	9249405356	BLACK MATS-CR INV 4169070278	23.75-		0
CINTAS	9249405361	BLACK MATS-CR INV 4169742245	23.75-		0
CINTAS	9249405363	BLACK MATS- CR INV 4170467638	23.75-		0
CINTAS	9249405368	BLACK MATS-CR INV 4171184391	23.75-		0
CINTAS	9249405371	BLACK MATS-CR INV 4171943709	23.75-		0
CINTAS	9249405374	BLACK MATS-CR INV 4172576939	23.75-		0
CINTAS	9249405378	BLACK MATS-CR INV 9249405378	23.75-		0
CINTAS	9249405382	BLACK MATS-CR INV 4174149577	23.75-		0
INTERMOUNTAIN GAS	17499804809 1	17499804809B 112223	282.37		0
01-4194-5950 REPAIR & MAINT-V	VARM SPRINGS P	R			
CLEAR CREEK LAND CO. LLC	0000042221	OLD GEEZER ALLY	231.00		0
IDAHO POWER	2226452353 11	2226452353 112723	.00		0
RIVER RUN AUTO PARTS	196172	CYCLE BATTERY	134.95		0
CARTER TREE SERVICE LLC	2310	TREE HAZARD MITIGATION WARM SPRINGS DOG PARK	8,000.00	24031	0
01-4194-6000 REPAIR & MAINT-A	UTOMOTIVE EQ	UI			
LES SCHWAB	11700849424	Flat Tire Repair	162.00		0
RIVER RUN AUTO PARTS	196149	LUBE, AIR FILTER	54.93		0
RIVER RUN AUTO PARTS	196280	CQ DIATOM OIL ABSORB	17.95		0
RIVER RUN AUTO PARTS	196313	AIR & OIL FILTER	17.95		0
01-4194-6950 MAINTENANCE					
A.C. HOUSTON LUMBER CO.	2310-645632	CAN OF AIR	23.98		0
A.C. HOUSTON LUMBER CO.	2311-671657	SPIKES, DRIVEWAY MARKER	30.95		0
A.C. HOUSTON LUMBER CO.	2311-671783	JACOBEAN STAIN	14.99		0
A.C. HOUSTON LUMBER CO.	2312-674093	HEXT NUT, WASHER, WONDER BAR	23.35		0
A.C. HOUSTON LUMBER CO.	231-669998	RATCHET SCREWDRIVER & SCREWDRIVER SET	39.98		0
CHATEAU DRUG CENTER	2785368	WRENCH OIL	7.59		0
CHATEAU DRUG CENTER	2786052	RED TRAIL REFLECTOR	15.16		0

City of Ketchum		Payment Approval Report - by G Report dates: 12/1/2023-12/1				Page: 6 Dec 15, 2023 07:55AM
Vendor Name	Invoice Number	Description	Net Invoice Amount	Purchase Order Number	GL Activity Number	_
CHATEAU DRUG CENTER	2786446	WHITE SELF TEST	33.24		C)
CHATEAU DRUG CENTER	2789094	WHITE TERRACE HOOK & CAR FRESHNER	8.53		C)
CHATEAU DRUG CENTER	2789391	CORDS & HOOKS FOR TOWN SQUARE	9.97		0)
PLATT ELECTRIC SUPPLY	4Q57667	LEV GFWT1-W	258.32		C)
Total FACILITY MAINTENAN	CE:		45,400.94			
POLICE						
1-4210-3500 MOTOR FUELS & L	UBRICANTS					
CHRISTENSEN INC.	1034621	39060 113023	233.40		C)
1-4210-3620 PARKING OPS EQUI	PMENT FEES					
CALE AMERICA, INC.	178015	ACTIVE METERS NOVEMBER 23	176.01		C)
1-4210-4250 PROF.SERVICES-BC	SO CONTRACT					
BLAINE COUNTY CLERK/RECOR	201071	BCSO Law Enforcement Services	155,178.70		C)
1-4210-5100 TELEPHONE & COM	IMUNICATIONS					
AT&T MOBILITY LLC	287310798935	287310798935X12012023	525.93		C)
Total POLICE:			156,114.04			
IRE & RESCUE						
01-4230-3210 OPERATING SUPPL	IES EMS					
BOUNDTREE MEDICAL	85168577	NASAL CANULA, DRUG LOCKS	117.98		C)
BOUNDTREE MEDICAL	85171827	LUCAS STRAPS	277.98		C)
BOUNDTREE MEDICAL	85177666	IGEL, GLUCOSE	208.44		C)
BUSINESS AS USUAL INC.	164287	4x6 PICTURE	1.00		C)
NORCO	39322872	CYLINDER RENTAL	184.50		C)
NORCO	39373085	D-MEDICAL OXYGEN & HANDLING CHARGE	54.55		C)
HENRY SCHEIN	60375926	IV CATHETERS	126.86		C)
)1-4230-3500 MOTOR FUELS & LI	UBRICANTS FIRE					
RIVER RUN AUTO PARTS	196094	OIL FILTER + OIL FOR OIL CHANGES C12 SW, UTIL 1	62.91		C)
CHRISTENSEN INC.	1029509	37267 093023	713.07		C)
CHRISTENSEN INC.	1034481	37267 113023	261.85		C)
1-4230-3510 MOTOR FUELS & LI	UBRICANTS EMS					
RIVER RUN AUTO PARTS	196094	OIL FILTER + OIL FOR C12, UTIL 1, SQ	62.91		C	

City of Ketchum

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Vendor Name	Invoice Number	Description	Net Invoice Amount	Purchase Order Number	GL Activity Number
CHRISTENSEN INC.	1029509	37267 093023	713.06		0
CHRISTENSEN INC.	1034481	37267 113023	261.84		0
01-4230-4200 PROFESSIONAL SER	RVICES FIRE				
KETCHUM COMPUTERS, INC.	19811	FIRE & RESCUE	1,394.25		0
KETCHUM COMPUTERS, INC.	20077	FIRE & RESCUE	828.00		0
ESO SOLUTIONS INC.	ESO-126765	CAD EMS & FIRE PACKAGE	402.08		0
01-4230-4210 PROFESSIONAL SER	RVICES EMS				
ESO SOLUTIONS INC.	ESO-126765	CAD EMS & FIRE PACKAGE	402.08		0
01-4230-5100 TELEPHONE & COM	IMUNICATION F	IRE			
MTE COMMUNICATIONS	056983 110123	056983 110123	14.83		0
MTE COMMUNICATIONS	056983 120123	056983 120123	14.97		0
COX BUSINESS	0012401049446	0012401049446101 112823	124.13		0
01-4230-5110 TELEPHONE & COM	IMUNICATION E	MS			
MTE COMMUNICATIONS	056983 110123	056983 110123	14.82		0
MTE COMMUNICATIONS	056983 120123	056983 120123	14.98		0
COX BUSINESS	0012401049446	0012401049446101 112823	124.13		0
01-4230-5200 UTILITIES					
IDAHO POWER	2226144497 11	2226144497 112723	1,909.61		0
INTERMOUNTAIN GAS	26223127833 1	26223127883 112723	310.14		0
01-4230-6200 REPAIR & MAINTF	FACILITY				
SENTINEL FIRE & SECURITY, IN	94304	107 SADDLE RD MONITORING	104.85		0
POWER SYSTEMS WEST	SI2362003823	Generator Maintenance	200.39		0
01-4230-6910 OTHER PURCHASEI	O SERVICES EMS				
SMILEY'S MOUNTAIN PHOTO	258	KFD HEADSHOTS POSTER GRAPHIC DESIGN & PRINTING AND SHIPPING	282.30		0
SMILEY'S MOUNTAIN PHOTO	258	KFD HEADSHOTS POSTER GRAPHIC DESIGN & PRINTING AND SHIPPING	282.30		0
Total FIRE & RESCUE:			9,470.81		
STREET					
01-4310-3200 OPERATING SUPPLI	IFS				
A.C. HOUSTON LUMBER CO.	2312-677252	FRAMING MATERIALS-WOOD, WEDGES	366.23		4310044
CHATEAU DRUG CENTER	2786507	PUTTY KNIFE	1.89		4310044
CHATEAU DRUG CENTER	2786507	PUTTY KNIFE	1.89		4310044

City of Ketchum		Payment Approval Report - by Report dates: 12/1/2023-12/				Page: 8 Dec 15, 2023 07:55AM
Vendor Name	Invoice Number	Description	Net Invoice Amount	Purchase Order Number	GL Activity Number	_
D & B SUPPLY INC.	45735	WORK PANTS & BOOTS	334.92		4310047	
NAPA AUTO PARTS	170325	NITRILE GLOVES	28.98		4310044	
NAPA AUTO PARTS	3975-170304	FuSE TAP KITS-RADIO INSTALL	48.95		4310044	
NAPA AUTO PARTS	3975-170604	PARTS CLEANER	101.99		4310044	
NAPA AUTO PARTS	3975-170715	OZZY JUICE- CLEANER	407.96		4310044	
RIVER RUN AUTO PARTS	196166	SPECIALTY ADHSV RMVR	49.95		4310044	
RIVER RUN AUTO PARTS	196448	MICRO TOWELS	39.95		4310044	
01-4310-3400 MINOR EQUIPMENT						
FASTENAL COMPANY	IDJER109076	Safety Glasses, GRINDING WHEEL	109.96		4310044	
01-4310-3500 MOTOR FUELS & LUI						
CHRISTENSEN INC.	1034482	37269 113023	3,114.45		4310044	
01-4310-4200 PROFESSIONAL SERV						
KETCHUM COMPUTERS, INC.	19811	STREETS	379.50		0	
KETCHUM COMPUTERS, INC.	20077	STREETS	657.00		0	
SENTINEL FIRE & SECURITY, IN	94418	COMMMERCIAL SERVICE CALL-200 E 10TH ST	66.50		4310037	
THORNTON HEATING	60177	O HEAT, AAA BATTERY, LABOR/SERVICE	195.58		4310037	
AWSI	601968	NEW LICENSED CDL - PRE-EMPLOYMENT TEST	85.75		0	
01-4310-5200 UTILITIES						
INTERMOUNTAIN GAS	32649330001 1	32649330001 112223	601.02		4310047	
INTERMOUNTAIN GAS	49439330009 1	49439330009 112223	102.63		4310047	
01-4310-6000 REPAIR & MAINTAU		-				
NAPA AUTO PARTS	171104	LED LIGHTS-TAHOE	395.96		4310044	
01-4310-6100 REPAIR & MAINTM		-				
A.C. HOUSTON LUMBER CO.	2312-673465	M6 BOLTS	3.30		4310044	
CLEARWATER POWER EQUIPME	54124	MANIFOLD-INTAKE F550 SANDER	59.69		4310044	
NAPA AUTO PARTS	170848	FLASH TUBE-REPLACEMENT BULB TOOL CAT FLASHER	40.99		4310044	
NAPA AUTO PARTS	170857	FM ANTENNA	21.49		4310044	
NAPA AUTO PARTS	3975-169736	3/4 DEEP SOCKET	6.36		4310044	
NAPA AUTO PARTS	3975-169737	FLYWHEEL-SIGN TRUCK	172.89		4310044	
NAPA AUTO PARTS	3975-169880	OIL FLITERS	40.45		4310044	
NAPA AUTO PARTS	3975-170043	FUEL FILTER	9.01		4310044	
RIVER RUN AUTO PARTS	196118	LIGHTER PLUG	7.99		4310044	
RIVER RUN AUTO PARTS	196174	LIGHT BULB FOR 140M GRADER	22.95		4310044	
COMMERCIAL TIRE	09-159743	MT/SDMNT LOOSE MED TRUCK	105.50		4310044	
COMMERCIAL TIRE	09-159744	LOOSE FLAT REP; MED TRK	87.00		4310044	

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Vendor Name	Invoice Number	Description	Net Invoice Amount	Purchase Order Number	GL Activity Number	-
01-4310-6910 OTHER PURCHASE	D SERVICES					
CINTAS	4175439695	BLACK MATS	21.60		4310047	,
CINTAS	4176211692	BLACK MATS	21.60		4310047	,
CINTAS	5187317446	MEDS & SUPPLIES REPLENISHED FOR FIRST AID BOX	115.80		4310044	ł
NORCO	39322097	CYLINDER RENTAL	250.50		4310044	÷
NORCO	39374725	OXYGEN, ACETYLENE	173.63		4310044	ł
01-4310-6930 STREET LIGHTING						
A.C. HOUSTON LUMBER CO.	2312-674744	TAP/DIE SET -STREET LIGHTS	29.99		4310050)
IDAHO POWER	2200749261 11	2200749261 112423	271.40		4310050)
IDAHO POWER	2203855230 11	2203855230 112223	22.22		4310050)
IDAHO POWER	2207487501 11	2207487501 112123	8.20		4310050)
01-4310-6950 MAINTENANCE & I	MPROVEMENTS					
A.C. HOUSTON LUMBER CO.	2311-670923	DRIVEWAY MARKER ORANGE	57.48		4310037	,
A.C. HOUSTON LUMBER CO.	2312-675159	GREAT STUFF GAP FILLER	11.99		4310044	÷
A.C. HOUSTON LUMBER CO.	2312-675309	CONCRETE DRY MIX	22.52		4310044	÷
A.C. HOUSTON LUMBER CO.	2312-675380	GREAT STUFF GAP FILLER	11.99		4310044	ŀ
FASTENAL COMPANY	IDJER109076	COUPLER NUT-SIGN BLADES	135.17		4310033	;
CANYON EXCAVATION. LLC	2780	SIDWALK CONCRETE DISPOSAL&PREP	4,216.40		4310033	1
SAGE SUPPLY INC	23-42442	ASPHALT COLD PATCH	1,176.00		4310036	5
Total STREET:			14,213.28			
RECREATION						
01-4510-3100 OFFICE SUPPLIES &	& POSTAGE					
GEM STATE PAPER & SUPPLY	1108419	RECYCLED WALL CALENDAR PERFORATED WRITING PADS & MONTHLY WALL CALENDAR	87.08		()
GEM STATE PAPER & SUPPLY	1108508	WRITING PADS	19.76		()
01-4510-3200 OPERATING SUPPL	IES					
DEHAAS, LARISSA	231212	WINTER BOOT REIMBURSEMENT	190.80		()
01-4510-3250 RECREATION SUPP	LIES					
CHATEAU DRUG CENTER	2788567	GIANT CRAYOLAS	13.28		()
01-4510-3300 RESALE ITEMS-CO						
ATKINSONS' MARKET	02752840	BANANAS	22.82		(
ATKINSONS' MARKET	02756761	LIBBY SOLID PUMP BUTTER BANANA	27.13		()

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Vendor Name	Invoice Number	Description	Net Invoice Amount	Purchase Order Number	GL Activity Number	_
ATKINSONS' MARKET	05739792	ORANGES & PUMPKINS	19.11		0	-
ATKINSONS' MARKET	05740020	NESTLE, ARM & HAMMER, CLUB PUR GRAN, DARK BRWN SUGAR, ETC	46.20		C	1
ATKINSONS' MARKET	06723420	CARROTS, HUMMUS, ATHENOS RASTD	31.27		C)
)1-4510-4200 PROFESSIONAL SER'	VICE					
KETCHUM COMPUTERS, INC.	19811	PARKS	346.50		C	1
KETCHUM COMPUTERS, INC.	20077	PARKS	346.50		C)
BACKGROUND INVESTATION B	INV-38634	STND-P04	54.90		C	
)1-4510-5200 UTILITIES						
INTERMOUNTAIN GAS	31904030009 1	31904030009 112223	110.75		C)
SENTINEL FIRE & SECURITY, IN	93731	AES FIRE ALARM MONITORING DECEMBER 2023	104.85		C	
1-4510-6000 REPAIR & MAINTA	UTOMOTIVE EQ	QU				
RIVER RUN AUTO PARTS	196306	DUAL TERMINAL BATTERY	179.95		C)
Total RECREATION:			1,600.90			
Total GENERAL FUND:			291,684.58			
GENERAL CAPITAL IMPROVEME GENERAL CIP EXPENDITURES	NT FD					
)3-4193-7135 MAIN STREET REHA	В					
OPAL ENGINEERING, PLLC	536	MAIN ST REHABILITATION ENGINEERING SERVICES	1,762.50		713501	
DAVID EVANS & ASSOCIATES IN	550406	KETC0000-0001 OCT 23 - NOV 23	1,005.91		713501	
WORTH PRINTING	3263	MAINSTREET CARDS	161.72		713503	
)3-4193-7200 TECHNOLOGY UPGR	ADES					
CDW GOVERNMENT, INC.	NF03001	LVO UNIVERSAL USB-C DOCK	1,080.69		C)
CDW GOVERNMENT, INC.	NG99712	LVO UNIVERSAL USB-C DOCK & LVO L32P-30 USB-C MON	958.10		C	1
3-4193-7220 RECYCLING						
CANYON EXCAVATION. LLC	2776	LEWIS ST RECYCLING PROJECT	16,806.20		0	1
Total GENERAL CIP EXPENDIT	URES:		21,775.12			

FIRE & RESCUE CIP EXPENDITURES

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Vendor Name	Invoice Number	Description	Net Invoice Amount	Purchase Order Number	GL Activity Number	_
03-4230-7120 RADIOS (PORTABLE) WHITE CLOUD	105544	MOBILE ANTENNAS + SHIPPING	309.00		()
Total FIRE & RESCUE CIP EXPE	ENDITURES:		309.00			
Total GENERAL CAPITAL IMPR	ROVEMENT FD:		22,084.12			
ORIGINAL LOT FUND ORIGINAL LOT TAX						
22-4910-6060 EVENTS/PROMOTION						
WOOD RIVER HIGH SCHOOL MORTON, KIRSTEN	120623 120523	SINGERS FOR TREE LIGHTING EVENT COOKIES & HOT CHOCOLATE DURING TREE	250.00 600.00		491002 491002	
MEYER, ROBERT SCOTT	120823	LIGHTING & WNTER SOLSTICE EVENTS SANTA FOR TREE LIGHTING EVENT	250.00		491002	
TAUTKUS, JAMES	120823	PERFORMANCE AT WINTER SOLSTICE	1,000.00		491002	
Total ORIGINAL LOT TAX:			2,100.00			
Total ORIGINAL LOT FUND:			2,100.00			
ADDITIONAL1%-LOT FUND ADDITIONAL 1%-LOT						
25-4910-4220 SUN VALLEY AIR SER		OCTOBED MOR 2022	87.220.07			
SUN VALLEY AIR SERVICE BOA	120423	OCTOBER MOS 2023	87,320.07		()
Total ADDITIONAL 1%-LOT:			87,320.07			
Total ADDITIONAL1%-LOT FUN	ND:		87,320.07			
COMMUNITY HOUSING COMMUNITY HOUSING EXPENSE						
54-4410-3200 LIFT TOWER LODGE	OPERATIONS					
CHATEAU DRUG CENTER	2790613	SHOWER HOOK SET SHOWER LINER CARLTON SHOWER CURTAIN - LTL	47.47		()
DE LA CRUZ, ANA	120723	LIFT TOWER LODGE DEPOSIT REFUND - PASSED INSPECTION AND LEASE END	200.00		()
54-4410-4200 PROFESSIONAL SERV NESTED STRATEGIES	/ICES 1172	HOUSING PHILANTHROPY	500.00	20638	()

City of Ketchum

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Vendor Name	Invoice Number	Description	Net Invoice Amount	Purchase Order Number	GL Activity Number
HOLST ARCHITECTURE, INC	0030674	FEASIBILITY ANALYSIS FOR COMMUNITY HOUSING	2,500.00	23070	0
54-4410-4210 LEASE TO LOCALS	INSENTIVES				
MEBANE, LINDSEY	LTL121823	LTL INITIAL PAYMENT	6,750.00		0
SUMME, JEFF L	LTL121823	LTL INITIAL PAYMENT	2,250.00		0
STANEK, JULIE	LTL121823	LTL INITIAL PAYMENT	1,000.00		0
MACE, BRUCE	LTL121823	LTL INITIAL PAYMENT	3,000.00		0
ROLLAND, MARY	LTL 121823	LTL INITAIL PAYMENT	1,000.00		0
54-4410-4215 LEASE TO LOCALS	PROF SERVICES				
PLACEMATE, INC	1627	MONTHLY L2L PROGRAM SUPPORT	6,000.00	23123	0
54-4410-5110 COMPUTER NETWO	RK				
KETCHUM COMPUTERS, INC.	19811	HOUSING	169.50		0
KETCHUM COMPUTERS, INC.	20077	HOUSING	87.00		0
54-4410-5200 LIFT TOWER LODG	E UTILITIES				
INTERMOUNTAIN GAS	08335990225 1	08335990225 112223	116.15		0
OHIO GULCH TRANSFER STATIO	273166	.13 TON TRANSFER	9.75		0
54-4410-5900 LIFT TOWER LDG R	EPAIR & MAINT				
IDAHO LUMBER & HARDWARE	967968	DOOR DRAWER TEMPLATE CABINET PULL	173.94		0
PIPECO, INC.	\$5296216.001	STRUCTRON POWER PUSHERS	273.56		0
54-4410-8010 REIMBURSE BCHA I	BLAINE CO CON	ſR			
BLAINE COUNTY HOUSING AUT	120423	OCT & NOV 23 BLAINE COUNTY CONTRIBUTION REFUND	25,000.00		0
Total COMMUNITY HOUSING	EXPENSE:		49,077.37		
Total COMMUNITY HOUSING	:		49,077.37		
WATER FUND WATER EXPENDITURES					
63-4340-3200 OPERATING SUPPLI	ES				
A.C. HOUSTON LUMBER CO.	2311-672070	Select-a spry nozzle, Male hose mender zinc	42.96		0
BUSINESS AS USUAL INC.	164319	USB to lighning	17.00		0
LUTZ RENTALS	149356-1	PROPANE	22.36		0

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Vendor Name	Invoice Number	Description	Net Invoice Amount	Purchase Order Number	GL Activity Number
63-4340-3500 MOTOR FUELS & LU	BRICANTS				
CHRISTENSEN INC.	1034484	37271 - WATER	261.30		0
63-4340-4200 PROFESSIONAL SER	VICES				
GO-FER-IT	124788	Water Samples	25.20		0
KETCHUM COMPUTERS, INC.	19811	WATER	272.25		0
KETCHUM COMPUTERS, INC.	20077	WATER	272.25		0
63-4340-4300 STATE & WA DISTRI	CT FEES				
GALENA GROUND WATER DIST	23619	Annual Assessment for Warm Springs Preserve (37-11885)	90.00		0
GALENA GROUND WATER DIST	23620	Annual Assessment for (37-7150)	1,350.00		0
GALENA GROUND WATER DIST	23621	Annual Assessment for (37-8202)	810.00		0
63-4340-4900 PERSONNEL TRAINI	NG/TRAVEL/MT	G			
BACKFLOW ASSEMBLY TESTIN	T2052419	Training Stephanie Gaston	1,415.00		0
63-4340-5100 TELEPHONE & COM	MUNICATIONS				
VERIZON WIRELESS	9949222164	365516521 WATER DEPT	123.29		0
AT&T MOBILITY LLC	287318858311	287318858311 - Water	90.57		0
63-4340-5200 UTILITIES					
DIG LINE	0072908-IN	Monthly Fee - W	57.52		435001
IDAHO POWER	2202458903 11	2202458903 110 RIVER RANCH RD OPTC	606.83		0
IDAHO POWER	2203658592 11	2203658592 WELLS & BOOSTERS	4,965.97		0
IDAHO POWER	2206786259 11	2206786259 110 RIVER RANCH RD ADMN - WATER	25.59		435001
INTERMOUNTAIN GAS	32649330001 1	32649330001 112223	37.80		0
63-4340-6000 REPAIR & MAINT-AI	UTO EQUIP				
RIVER RUN AUTO PARTS	196355	OIL 5W30 FULL SYN, OIL FLTER	71.79		0
63-4340-6100 REPAIR & MAINT-M	ACH & EOUIP				
BROOKS WELDING	16202	Materials	43.55		0
OVERHEAD DOOR COMPANY, IN	545924	WORK ORDER 650294 T FALLS-COMMT	47.70		0
SILVER CREEK SUPPLY	0013454501-00	RHOMAR 30% GLYCOL PREMIXED RHOGARD, MCDONALD STR COUPLER PER COMP X MNPT	739.15		0
Total WATER EXPENDITURES	:		11,388.08		
Total WATER FUND:			11,388.08		

WATER CAPITAL IMPROVEMENT FUND

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Vendor Name	Invoice Number	Description	Net Invoice Amount	Purchase Order Number	GL Activity Number	_
WATER CIP EXPENDITURES						
64-4340-7806 NEW STAND-BY GEN DC ENGINEERING		DM. ENGINEERING BACKUP POWER NWW & ADMIN	135.00	22057	(n
	211121017115			22037	,	0
Total WATER CIP EXPENDITU	RES:		135.00			
Total WATER CAPITAL IMPRO	OVEMENT FUND:		135.00			
WASTEWATER FUND WASTEWATER EXPENDITURES						
65-4350-3200 OPERATING SUPPLI	ES					
A.C. HOUSTON LUMBER CO.	2312-675410	Gloves	6.99		435001	1
GEM STATE WELDERS SUPPLY,I	E272712	OXYGEN COMPRESSED	49.90		435001	1
ULINE	168890167	LIGHT BULB RECYLING BOX KIT	130.68		435001	1
UPS STORE #2444	MMN7FR5M7	WATER SAMPLES	14.87		435001	1
65-4350-3500 MOTOR FUELS & LU						
CHRISTENSEN INC.	1034483	37270 - Wastewater	124.27		435001	
CHRISTENSEN INC.	398620	37270 - Wastewater	6,265.57		435001	
CHRISTENSEN INC.	398621	37270 - Wastewater	6,265.57-		435001	1
65-4350-3800 CHEMICALS						
THATCHER COMPANY, INC.	2023100123183	ALUMINUM SULFATE	1,453.17	23073	435001	1
THATCHER COMPANY, INC.	2023100123410	ALUMINUM SULFATE	7,979.76	24048	435001	1
65-4350-4200 PROFESSIONAL SER	VICES					
ANALYTICAL LABORATORIES, I	2308690	Biosolids Monitoring, Wastewater Monitorng	1,050.75		435001	1
KETCHUM COMPUTERS, INC.	19811	WASTEWATER	272.25		(0
KETCHUM COMPUTERS, INC.	20077	WASTEWATER	317.25		(0
65-4350-5200 UTILITIES						
IDAHO POWER	2206786259 11	2206786259 110 RIVER RANCH RD ADMN - WASTEWATER	25.60		435001	1
INTERMOUNTAIN GAS	32649330001 1	32649330001 112223	37.79		435001	1
INTERMOUNTAIN GAS	32649330001 1	32649330001 112223	15.45		435001	1
INTERMOUNTAIN GAS	32649330001 1	32649330001 112223	241.48		435001	1
INTERMOUNTAIN GAS	32649330001 1	32649330001 112223	181.99		435001	1
INTERMOUNTAIN GAS	58208688554 1	110 RIVER RANCH RD MECHANICAL BAR SCREE	15.45		435001	1

NAPA AUTO PARTS 3975 170233 BATTCABLE TERNINAL 9.99 435002 NAPA AUTO PARTS 3975 170032 WIPER BLADER, POWER SERVICE DIESEL FUEL 91.94 435001 RIVER RUN AUTO PARTS 196180 WIPER BLADER, POWER SERVICE DIESEL FUEL 14.52 435002 S-4359-6150 OHIO CULCH REPAIR & REPLACE BATTER TERMINAL 9.99 45002 455002 S-4359-600 COLLECTION SYSTEM SERVICES/CIN S5297100001 PVC PIPE 27.61 455002 S-4359-600 COLLECTION SYSTEM SERVICES/CIN 007309.81 Monthly Fee - WC 57.53 435001 DIGE INR COLLEGING SERVICES, INC. 744252 SEWER MAINLINE REPAIR - EXHIBITION BLVD 91.17.150 240422 435002 DIGE INR COLLEGING SERVICES, INC. 103443 37270 - WV COLLECTIONS 13399 435001 USA BLUEBOOK INV00210342 FEMALE SWIPEL ADAPTER INN 28.66 435001 USA BLUEBOK INV00210451 I'X 300 X 3000PSI Cobra Sever Hose 23.036.39 435001 Total WASTEWATER REPENDITURES 23.036.39 1 0 74507.31 0 YASTEWATER CAPITAL IMPROVE FND IST SS SENSOR MOUNTING BAND 50.433 0	City of Ketchum		Payment Approval Report - by C Report dates: 12/1/2023-12/1				Page: 15 Dec 15, 2023 07:55AM
NAPA ALTO PARTS 3975-170038 EAT CORE DEPOSIT 43.20- 45.002 NAPA ALTO PARTS 3975-17023 MITCRALET EMMINAL 99-9 45.002 NAPA ALTO PARTS 3975-17023 MITCR EMMINAL 91-94 45.001 NAPA ALTO PARTS 3975-17023 MITCR EMMINAL 91-94 45.001 NAPA ALTO PARTS 196180 BATTCRALET EMMINAL 14.52 45.002 SAUSA LITO PARTS 196180 BATTCRALET EMMINAL 14.52 45.001 SAUSA LITO PARTS 107.009/1 WC PUPE 27.61 45.002 SAUSA LITO PARTS 107.009/1 WC PUPE 27.61 45.001 SAUSA LITO PARTS 107.009/1 WC PUPE 27.01 45.001 SAUSA LITO PARTS 100.11/1 24.042 45.001 45.001 SAUSA LITO PARTS 100.11/1 25.01/2 45.001 <t< th=""><th>Vendor Name</th><th>Invoice Number</th><th>Description</th><th>Net Invoice Amount</th><th>Purchase Order Number</th><th>GL Activity Number</th><th>-</th></t<>	Vendor Name	Invoice Number	Description	Net Invoice Amount	Purchase Order Number	GL Activity Number	-
NAPA AUTO PARTS 3975.170233 BATTICABLE TERNINAL 9.99 435002 NAPA AUTO PARTS 195180 BATTER TERMINAL 9.99 435002 RIVER RUN AUTO PARTS 195180 BATTER TERMINAL 14.52 435002 S4356-050 OLO CULCIT REPARTS REPLACE 70.000 435001 S4356-050 OLO CULECTION SYSTEM SERVICES/CUES/CUE Nonhily Fee - WWC 57.53 435001 S4356-0500 COLLECTION SYSTEM SERVICES/CUES/CUE 0072906.10 Monhily Fee - WWC 57.53 435001 S4356-0500 COLLECTION SYSTEM SERVICES/CUE / VEE / PER ALR PART - EXHIBITION BLVD 9.171.50 24042 435002 JOES BACKIOE SERVICES, NC. 702482.23 SEVER MAINLINE REPAR - EXHIBITION BLVD 9.171.50 24042 435001 JUEA BULEBOOK INV00210342 FFMALE SWIVEL ADAPTER IN 28.66 435001 435001 LUA BULEBOOK INV00210342 FFMALE SWIVEL ADAPTER IN 28.06.39 435001 Total WASTEWATER EXPENDITURES: 23.036.39 0 0 435001 Total WASTEWATER CUP EXPENDITURES: 15.95 SENSOR MOUNTING BAND 54.33 0 0 TASSE-7817 REMOVE DIGESTER NO I BLIG & FL	65-4350-6000 REPAIR & MAINT-AU	TO EQUIP					
NAPA AUTO PARTS 3975-170982 WIPER BLADES, POWER SERVICE DIESEL FUEL 91.94 45.001 RIVER RUN AUTO PARTS 196180 BATTER TERMINAL 14.52 45.002 SH38-0150 OILIO CUIREPARK & REPLACE PRECO, INC. S5.29710.000 PVC PIPE 27.61 45.002 SH38-0150 OILIO CUIRE CHARE & REPLACE PRECO, INC. 0.07298-IN Monthly Fee - WWC 57.53 4042 SUBS BACKHOO SERVICES, INC. 109483 37207 - WW COLLECTIONS 91.150 2042 45.5002 SUBS BACKHOO SERVICES, INC. 109483 37207 - WW COLLECTIONS 91.566.2 45.5001 SUBS BACKHOO SERVICES, INC. 109483 17207 - WW COLLECTIONS 15.66.20 45.5001 SUNRO-CLEAN EQUIPMENT, IN 23.617.06 14.300 x 3000PSI Cobra Sewer Hose 1.566.20 45.5001 SUNRO-CLEAN EQUIPMENT, IN 23.617.06 14.300 x 3000PSI Cobra Sewer Hose 1.566.20 45.5001 SUNRO-CLEAN EQUIPMENT, IN 23.617.06 14.300 x 3000PSI Cobra Sewer Hose 1.566.20 45.5001 SUNRO-CLEAN EQUIPMENT, IN 23.617.06 15.300 x 3000PSI Cobra Sewer Hose 1.566.20 45.5001 SUSA BULBBOOK INV002.004683 Is"'s S SENSOR MOUNTI	NAPA AUTO PARTS	3975-170098	BAT CORE DEPOSIT			435002	
RIVER RINA AUTO PARTS196180BATTER TERMINAL14.52435002 SAUSA 6350 OUTO GULCIT REPAIR & REFLACE SPECO, INC.S529100001VPC PIPE 27.61 435002 SAUSA 6000 COLLECTION SUSTENTENT SERVICES/CUENCE 0072908-NMonthly Fee * WC57.5345501JOES BACKHOZ SERVICES, NC.744322SEWER MAINLINE REPAIR - Schillbitton BLVD91.71.5024042455002JOES BACKHOZ SERVICES, NC.744322SEWER MAINLINE REPAIR - Schillbitton BLVD91.71.5024042455001JUSA BULEBOOKINV0021034FEMALE SWITEL ADAPTER IN28.66455001455001LURA RULEBOOKINV0021034FEMALE SWITEL ADAPTER IN28.06.0455001LURA RULEBOOKINV0021034FEMALE SWITEL ADAPTER IN28.06.0455001Total WASTEWATER RAPERINGTURES23.036.3923.030.3000PSI Cobra Sewer Hose23.036.390Total WASTEWATER CAPITAL IMPROVE FIND15° SS SENSOR MOUNTING BAND50.4350 7.550-7813 CAPITAL IMP PLAN/VOSIARUNG 15° SS SENSOR MOUNTING BAND50.4350 7.550-7817 REMOVE DIGESTER NU BLGE & FI Total WASTEWATER CAPITAL IMPROVE FIND28.020.312056455004Total WASTEWATER CAPITAL IMPROVE FIND2.0075.00TAKO ROBER #15 SOLIDS HANDLING PER RUSER CEVE TRUST FUND RUSER CEVE TRUST FUND 	NAPA AUTO PARTS	3975-170253	BATT/CABLE TERMINAL	9.99		435002	
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	Total PARKS/REC TRUST EXPE	ENDITURES:		3,250.00			

City of Ketchum		• • • • • • • • • • • • • • • • • • • •	eport - by GL Council 1/2023-12/15/2023			Page: 16 Dec 15, 2023 07:55AM
Vendor Name	Invoice Number	Description	Net Invoice Amount	Purchase Order Number	GL Activity Number	_
Total PARKS/REC DEV TR	UST FUND:		3,250.00			
DEVELOPMENT TRUST FUND DEVELOPMENT TRUST EXPE						
94-4900-8025 SUN VALLEY DE						
SUN VALLEY DENTAL ARTS I	PLL 113023	B18-72 BOND RETURN	3,000.00		()
SUN VALLEY DENTAL ARTS I	PLL 113023	B18-72 BOND RETURN	5,500.00		()
Total DEVELOPMENT TRU	ST EXPENDITURES:		8,500.00			
Total DEVELOPMENT TRU	IST FUND:		8,500.00			
Grand Totals:			506,805.94			

Report Criteria:

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



City of Ketchum

MEETING AGENDA MEMO

Meeting Date:	December 18, 2023	Staff Member/Dept:	Shellie Gallagher / Treasurer
Agenda Item:	Recommendation to F	Receive and File Treasur	er's Monthly Financial Reports
Decembra	Nation.		
Recommended	Motion:		
I move to receiv	e and file the Treasurer	's financial report.	
		·	
Reasons for Rec	ommendation:		
Idaho State Statu	ite 50-208 establishes requ	uirements for monthly fina	ancial reports from the City Treasurer to
the Council. The	Statute provides that the T	Freasurer "render an acco	unting to the city council showing the
	on of the treasury at the da		с , с
	of the treasury at the us	ate of such accounting.	

Idaho State Statute 50-1011 establishes an additional requirement for a quarterly financial report "indicating salaries, capital outlay and a percentage comparison to the original appropriation." Such quarterly reports require publication on the City website within 30 days of the end of the quarter pursuant to 50-208. Finally, 50- 708 creates the requirement that "at least once in each quarter of each year, the council shall examine by review of a quarterly treasurer's report included upon the city council agenda the accounts and doings subject to management by the chief financial officer of the city."

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

Sustainability Impact:

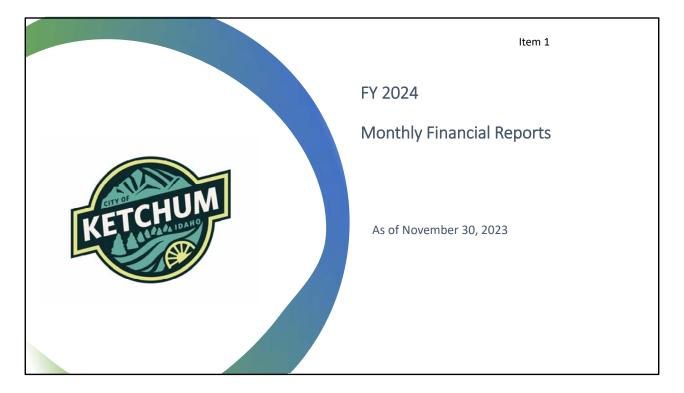
There is to sustainability impact to this reporting.

Financial Impact:

There is no financial impact to this reporting.

Attachments:

1. Monthly Financial Report



This packet is divided into three sections: (1) General Fund (2) Original LOT (3) In-Lieu Housing (4) City/County Housing Fund (5) Enterprise Funds.

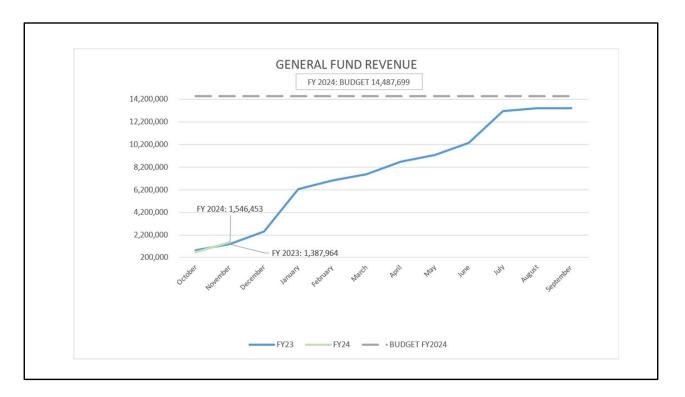
Slides includes information on current progress relative to the prior year and the current budget.

GEN	VERAL FUND					LC	DCAL	OPTION TAX				
1.	REVENUES	Year to Date	%	Remaining	%		1.	REVENUES	Year to Date	%	Remaining	%
	Approved Budget	14,487,699						Approved Budget (Amended)	3,299,890			
	Year to Date (YTD)	1,546,453	10.7%	12,941,246	89.3%			Year to Date (YTD)	560,188	17%	2,739,702	83%
								Fund Balance YTD	400,563			
2.	EXPENDITURES						2.	EXPENDITURES				
	Approved Budget	14,487,698						Approved Budget (Amended)	3,299,890			
	Year to Date (YTD)	1,669,332	11.5%	12,818,366	88.5%			Year to Date (YTD)	724,106	22%	2,575,784	78%
									(100 010)			
3.	Net Position	(122,879)					3.	Net Position	(163,919)			
4.	Fund Balance Carry Over FY23 less restricted	4,111,004					4	Fund Balance Carry Over FY23	698,744.67			
-	17% assigned by Council	2,462,909										

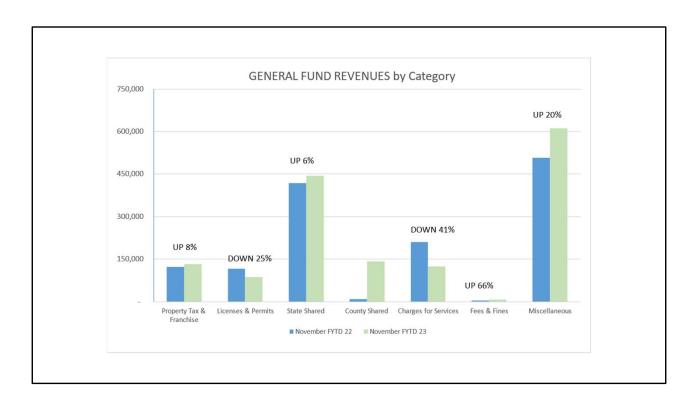
General Fund deficit in net position is largely due to the receipt of property taxes our large payment come in in January and July.

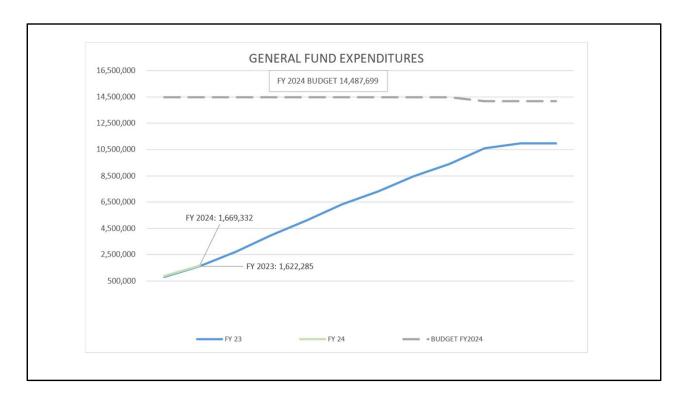
Local Option Tax deficit in net position is largely due to our contract for Consolidated Dispatch which was paid in full in the amount of \$171,395.



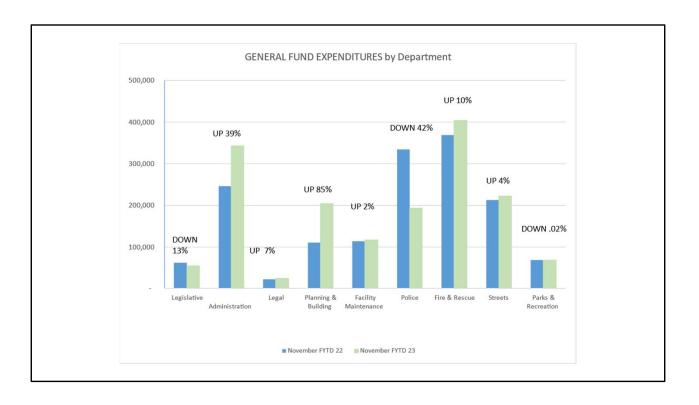


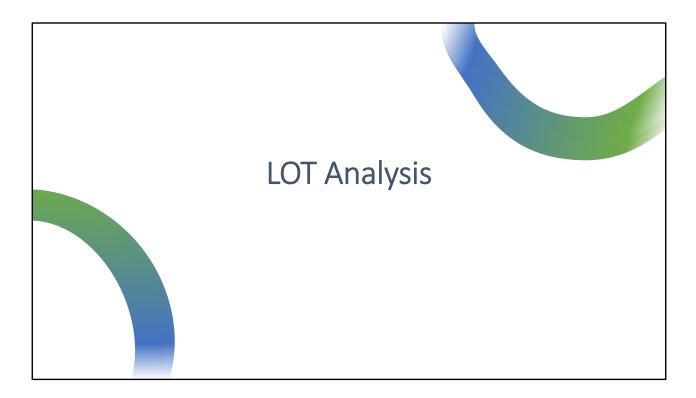
The General Fund revenues are up approximately \$158,489 (11%) compared to FY2023. The increase is largely due interest in our LGIP investment account and the timing of the ambulance contract payment last year we didn't receive the payment until December.

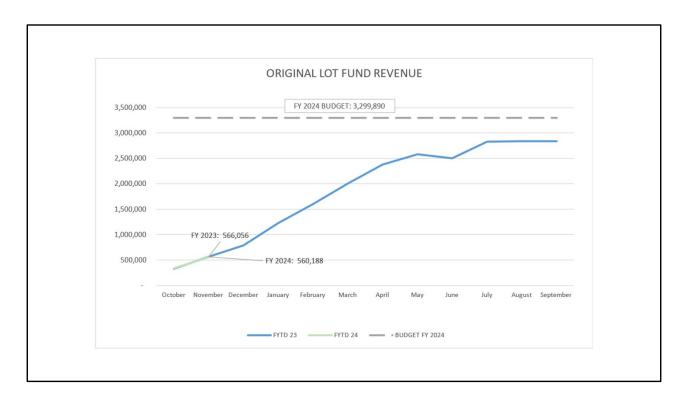




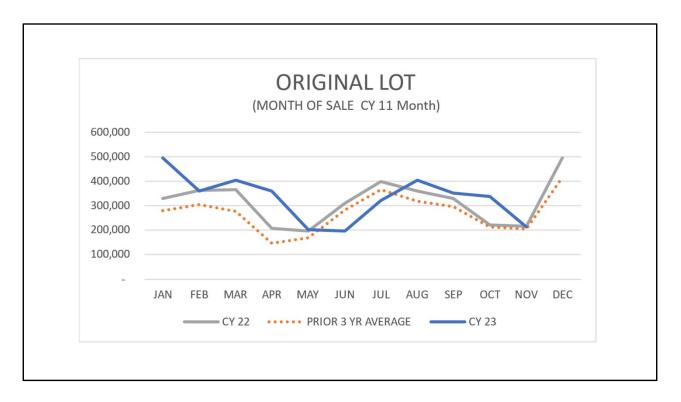
The General Fund expenditures are up 47,047 (3%) FYTD in comparison to last fiscal year.



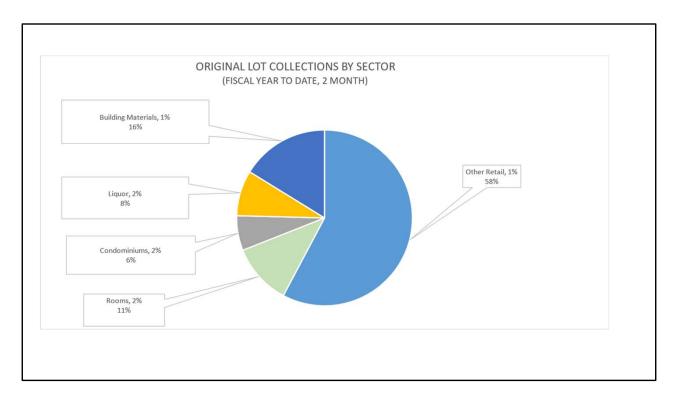




Revenue to the Original LOT Fund is down approximately \$5,868 (1%) FYTD.

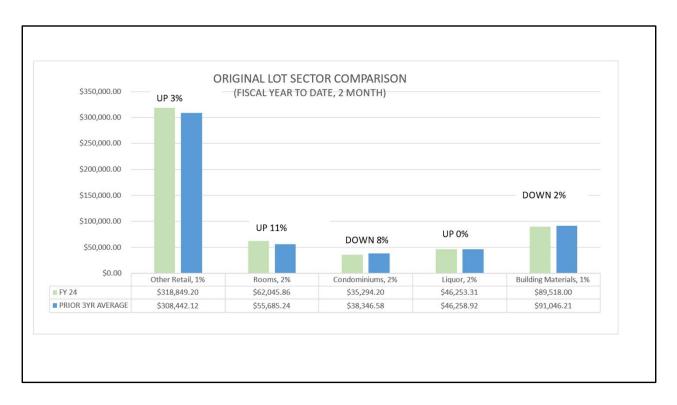


Original LOT for October month of sale are down approximately 1% compared to last year and up approximately 4% compared to the prior three-year average.



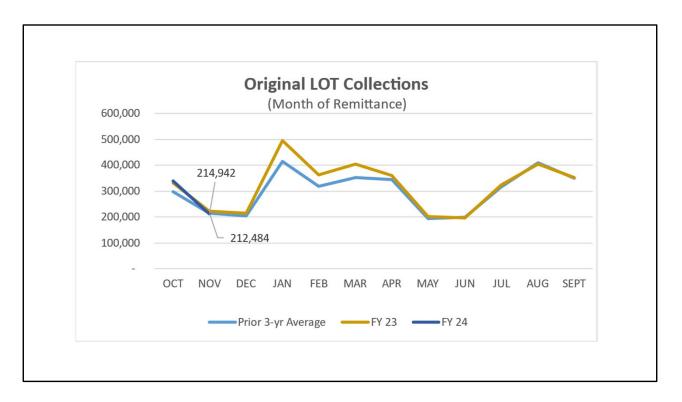
To date in FY 2024 (2nd month), Original LOT collections have been generated by each sector as follows:

- 1. Retail has generated 58% of the total.
- 2. Building Materials have generated 16%.
- 3. Liquor has generated 8%.
- 4. Rooms have generated 11%.
- 5. Condominiums have generated 6%.

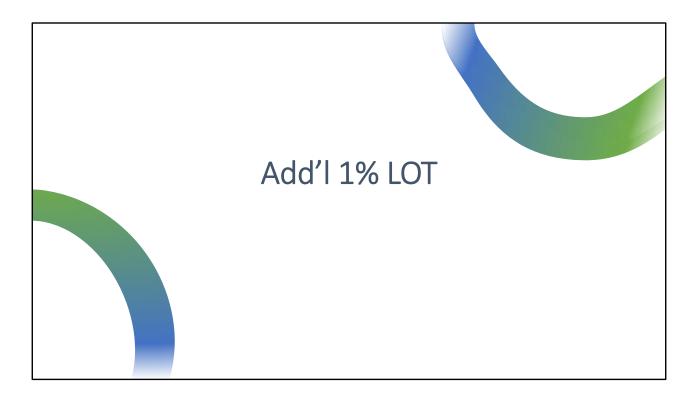


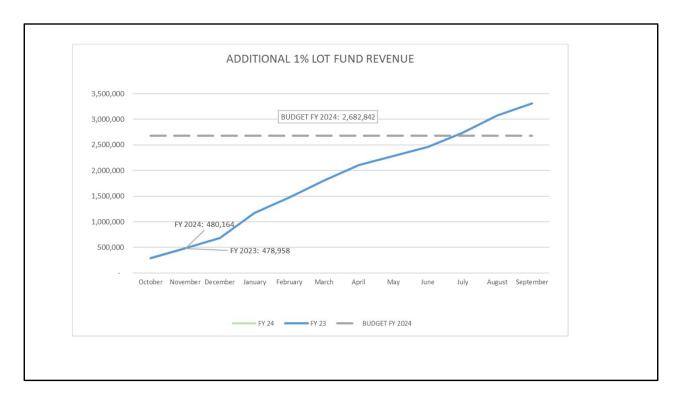
Through the second month of FY 2024, collections compared to the prior three-year average are as follows:

- 1. Retail is up 3%.
- 2. Rooms are up 11%.
- 3. Condominiums are down 8%
- 4. Liquor is up 0%.
- 5. Building Materials are up 2%.



Revenues from Original LOT covered sales are down approximately 1% compared to the average of the prior three years.





Revenue to the Additional LOT Fund is up approximately \$1,206 (.3%) FYTD, October 2023 month of sale.

Addition	nal 1% - LOT									
				12		-				
1.	REVENUES		ear to Date	%		Remaining %	6			
	Approved Budget (Amended)	2,682,842							
	Year to Date (YTD)		480,164		17.9%	0.000.070	82.1%			
	Fund Balance				17.9%	2,202,678	82.1%			
2.	EXPENDITURES									
	Approved Budget (Amended)	2,682,842							
	SUN VALLEY AIR SE		141,717							
	SVASB RELEASE FUI	ND BALANCE	-							
	TRANSFER TO ORIG		11,041							
	TRANSFER TO HOU	SING	240,082		14.6%	2,530,084	94.3%			
3.	MOS June									
4.	Net Position		87,324							
5.	Fund Balance Carry	Ourse EV22	398,343							
э.	rund balance carry									
			2%	3%				%		
OCTOBER N		Retail	Room		Condos	Liquor	Building		Totals	
Total GL Upo		227,991.		32,663.63				5 =	398,169.92	
Sum Divide		/2	/3		/3	/3	/2			
1% Addition	al Tax	113,995.	60 1	10,887.88	7,429.98	8 8,481.05	44,890.9	8 =	185,685.53	
Family Add	THE CHARD	56 007		F 443 04	2.714.00	4 340 5	22.445.4	0 -	02.042.77	23.3%
Equals Add .		56,997.		5,443.94					92,842.77	23.3%
	5% HOUSING TRANSFER	56,997.		5,443.94					92,842.77	53.4%
KETCHUM C	ity rax	113,995.	54 2	1,775.75	14,859.95	16,962.18	44,890.9	/ =	212,484.39	
									398,169.92	100.0%

This report shows October 2023 month of sale (MOS).

Note: July 2023 MOS the split approved by voters between SVASB .5% and Community Housing (City/County)Transfer .5%.



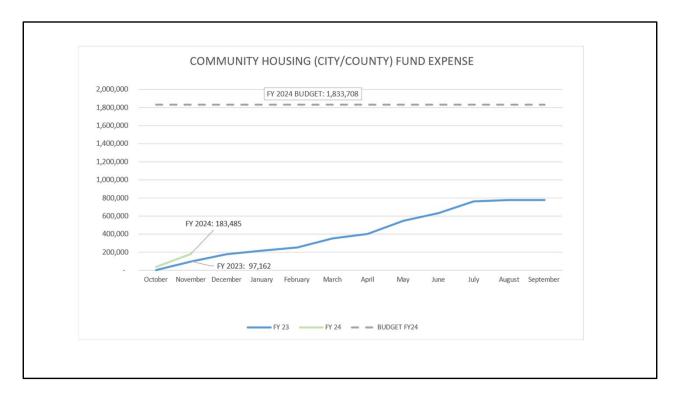
IN	N-LIE	EU HOUSING							
,	1.	REVENUES	Year to Date	%	Remaining	%			
		Approved Budget	1,320,000						
		Year to Date (YTD)	18,410	1.49	6 1,301,590	-	98.6%		
		Fund Balance YTD							
•	2.	EXPENDITURES							
		Approved Budget	1,320,000						
		Year to Date (YTD)	÷	0.0%	6 1,320,000	1	00.0%		
	3.	Net Position	18,410						
'	4.	Fund Balance Carry Over	2,291,856						
		FY 2022 Budgeted for projects	2,500,000		3.3(00,000	Committed to B	luebird Project	
		FY 2023 Bluebird Additional Fund					Paid to KCD Blu		
			3,300,000						uda at
								luebird FY2023 B	udget
							paid to Blaine C		
								committed FY 20	
					(6)	50,000)	unpaid Bluebird	committed END (OF PROJECT
						-			

In-Lieu Housing fund balance carry over is restricted for Bluebird Village.



1.	REVENUES	Year to Date	0/	Remaining	%
1.	Approved Budget	1,441,434		Remaining	70
	Year to Date (YTD)	336,684		1,104,750	76.6%
	Fund Balance YTD	380,536			
2.	EXPENDITURES				
	Approved Budget	14,141,434			
	Year to Date (YTD)	183,485	1.3%	13,957,949	98.7%
3.	Net Position	533,735			
4	Fund Balance Carry Over	304,552			

LOT September Month of sale transfer is \$92,842.77.



Community Housing expenses are up approximately \$86,322 (88%). This increase is largely due to staffing increases and professional services contracts.



3,500,000 3,000,000	PY 2024 BUDGET: 3,168,928									
2,500,000 2,000,000 1,500,000 1,000,000 500,000	FY 2024: 567,420 FY 2023: 450,486									
	150 ⁵⁰⁰ Honder ¹⁰⁰ Content Hander ¹ (150 ⁵⁰ Hander ¹	Pine	45.							
			REVENUE			Year to Date	%	Remaining	%	
		1.	Approved			3,168,928	70	Remaining	70	
			Year to D			567,420	17.9%	2,601,508		82.1%
			Tear to D			507,420	17.57	2,001,000		22.170
		2.	EXPENDI	TIDES						
		2.	Approved			3,168,928				
			Year to D			395,334	12.5%	2,773,594	8	87.5%
								1.		
		3.	Net Posit	on		172,086				
		4.	Fund Bala	ince Carry	Over FY23	3,287,166				

The Water Fund revenues are up \$116,933 (26%) FYTD compared to last fiscal year.

WATE	R CIP				
1.	REVENUES	Year to Date	%	Remaining	%
	Approved Budget	785,000			
	Year to Date (YTD)	147,918	18.8%	637,082	81.2%
2.	EXPENDITURES				
	Approved Budget	785,000			
	Year to Date (YTD)	19,613	2.5%	765,387	97.5%
3.	Net Position	128,305			
		120,000			
4.	Fund Balance Carry Over FY	658,039			

	WASTEWATER FUND REVI	ENUES							
4,000,000	FY2024 BUDGET: 3,576,023								
3,500,000									
3,000,000									
2,500,000									
2,000,000 FY	2024: 689,703								
1,500,000									
1,000,000									
500,000	FY 2023: 591,832								
	1. K. K. K. B.	A & A A	.0						
OCTOBER NOVEMBER	DECEMBER MANARY HEREINARY MARCH PRINT	what whe will waist	NBEL.						
		A 10							
0 10		NAN UNE UUS AUGUST							
0 10	0 ⁴⁰ FY 23 ⁴⁴⁰ FY 24 • BI	UDGET FY2024		WATER					
0 40	б ⁰⁰ FY 23 ^{€00} FY 24 +ВІ	UDGET FY2024 4	WASTEN	WATER					
0 ⁴ 0	б ²⁷ FY 23 ⁴ ⁶⁰ FY 24 •ВI	UDGET FY2024 ^{PO} 식 ^가				Year to Date	%	Remaining	%
0 ⁴ 0,	Ф [™] [™] FY 23 ^{Q®} FY 24 →В1	udget fy2024 ^{p0} sy ^{ft}	WASTEN		dget	Year to Date 3,576,023		Remaining	%
0 40.	Ф [™] [™] FY 23 ^{Q®} FY 24 →В1	UDGET PY2024 R Gr	WASTEN	REVENUES Approved Bud Year to Date	(YTD)				
0 \$0.	Ф [™] FY 23 Ф [®] FY 24 →В1	UDGET FY2024 R	WASTEN	REVENUES Approved Bud	(YTD)	3,576,023			
0 40.	Ф [™] <u></u> FY 23 Ф [™] FY 24 ви	UDGET FY2024	WASTEN	REVENUES Approved Bud Year to Date (Fund Balance	(YTD) YTD	3,576,023			
0 40.	⁴ ⁶ <u></u> FY 23 ⁴ − FY 24 − − − − − − − − − − − − − − − − − −	UDGET FY2024 & gr	WASTEN	REVENUES Approved Bud Year to Date (Fund Balance EXPENDITUR	(YTD) YTD ES	3,576,023	19.3%		80.7%
0 20.	⁴ ⁶ <u></u> FY 23 ⁴ − FY 24 − -8ι	UDGET FY2024 & gr	WASTEN	REVENUES Approved Bud Year to Date (Fund Balance	(YTD) • YTD ES dget	3,576,023 689,703	19.3%	2,886,320	80.7%
0 20.	⁴ ⁶ <u></u> FY 23 ⁴ − FY 24 − − − − − − − − − − − − − − − − − −	UDGET FY2024	WASTEN	REVENUES Approved Bur Year to Date (Fund Balance EXPENDITUR Approved Bur	(YTD) • YTD ES dget	3,576,023 689,703 3,576,023	19.3%	2,886,320	80.7%
0 20	Ф [*] <u></u> FY 23 Ф [*] FY 24 → -Ві	UDGET FY2024	1.	REVENUES Approved Bur Year to Date (Fund Balance EXPENDITUR Approved Bur Year to Date ((YTD) • YTD ES dget	3,576,023 689,703 3,576,023 451,168	19.3% 12.6%	2,886,320	80.7%
0 20.	Ф [*] <u></u> FY 23 Ф [*] FY 24 → -В	UDGET FY2024	WASTEN	REVENUES Approved Bur Year to Date (Fund Balance EXPENDITUR Approved Bur	(YTD) • YTD ES dget	3,576,023 689,703 3,576,023	19.3% 12.6%	2,886,320	80.7%
0 60. 1	Ф [*] <u></u> FY 23 Ф [*] FY 24 _ − − − − В	UDGET FY2024	1.	REVENUES Approved Bui Year to Date (Fund Balance EXPENDITUR Approved Bui Year to Date (Net Position	(YTD) • YTD ES dget	3,576,023 689,703 3,576,023 451,168	19.3% 12.6%	2,886,320	80.7%

The Wastewater Fund revenues are up \$97,870 (17%) FYTD compared to last fiscal year.

WASTE	WATER CIP				
1.	REVENUES	Year to Date	%	Remaining	%
	Approved Budget	3,923,653		3,714,208	94.7%
	Year to Date (YTD)	209,445	5.3%		
2.	EXPENDITURES				
	Approved Budget	3,923,653		3,844,196	98.0%
	Year to Date (YTD)	79,457	2.0%		
3.	Net Position	129,989			
,					
4.	Fund Balance Carry Over FY23	8,283,525			



City of Ketchum

CITY COUNCIL MEETING AGENDA MEMO

Meeting Date:	December 18, 2023	Staff Member/Dept:	Shellie Gallagher - Treasury
Agenda Item:	Recommendation to re	ceive and file year end	Treasurer's financial reports.
Recommended	Motion:		

"I move to approve the Treasurer's FY23 financial statements and file in the city's permanent records."

Reasons for Recommendation:

- Fiscal Year 2023 ended September 30. The final Treasurer's report is held until the independent audit is completed.
- Workman & Company's audit produced no material findings or deficiencies in the City's financial statements.

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

Sustainability Impact:

None.

Financial Impact:

None OR Adequate funds exist in account:	None.

Attachments:

1. Fiscal Year 2023 Year End Review



Fiscal Year 2023 | Year-end Financial Report December 18, 2023



General Fund



Fiscal Year 2023 | Year End Review General Fund – Revenues

CATEGORY	BUDGET	BUDGET AMENDED	ACTUAL	%
Property Tax & Interest	\$ 4,918,787	\$ 4,918,787	\$ 4,926,283	.15%
Franchise Fees	\$ 588,699	\$ 588,699	\$ 684,302	10.12%
Licenses & Permits	\$ 370,750	\$ 520,750	\$ 868,465	66.77%
Grants	-	-	\$ 14,712	0.00%
State of Idaho Shared Revenue	\$ 1,729,694	\$ 1,729,694	\$ 1,749,211	1.13%
County Shared	\$ 1,307,295	\$ 1,584,357	\$ 1,615,740	1.98%
Charges for Services	\$ 497,500	\$ 822,126	\$ 1,378,177	67.64%
Fines & Fees	\$ 50,000	\$ 50,000	\$ 97,143	94.29%
Interest on Investments	\$ 20,000	\$ 200,000	\$ 351,557	75.78%
Refunds & Reimbursements	\$ 2,924,381	\$ 3,287,922	\$ 3,407,087	3.62%
Fund Balance Budgeted	\$ 89,956	\$ 434,866	-	-100%
TOTAL REVENUE	\$ 12,497,062	\$ 14,137,221	\$ 15,056,677	6.5%



Fiscal Year 2023 | Year End Review General Fund – Expenditures

CATEGORY	BUDGET	BUDGET AMENDED	ACTUAL	%
Salaries	\$ 4,217,724	\$ 4,600,052	\$ 4,295,864	-6.61%
Benefits	\$ 2,934,909	\$ 2,934,909	\$ 2,851,074	-2.86%
Materials & Services	\$ 4,477,555	\$ 5,386,741	\$ 5,362,545	45%
Professional Services	\$ 866,875	\$ 1,215,520	\$ 1,031,439	-15.14%
DEPARTMENTS:				
Legislative & Executive	\$ 383,452	\$ 383,452	\$ 378,794	-1.21%
Administration	\$ 1,744,915	\$ 1,794,066	\$ 1,811,789	0.99%
Legal	\$ 244,360	\$ 244,360	\$ 203 <i>,</i> 458	-16.74%
Planning & Building	\$ 1,000,116	\$ 1,080,116	\$ 1,275,281	18.07%
Non-Departmental	\$ 716,515	\$ 1,686,616	\$ 1,457,275	-13.60%
Facilities	\$ 1,106,417	\$ 1,137,417	\$ 967,810	-14.91%
Police	\$ 2,063,870	\$ 2,063,870	\$ 2,044,031	-0.96%
Fire & Rescue	\$ 2,622,064	\$ 2,868,326	\$ 2,802,957	-2.28%
Streets	\$ 2,062,892	\$ 2,326,538	\$ 2,064,661	-11.26%
Recreation	\$ 552,463	\$ 552,463	\$ 534 <i>,</i> 865	-3.19%
TOTAL EXPENDITURES	\$ 12,497,062	\$ 14,137,222	\$ 13,540,922	-4.22%

Carry over added to fund balance	\$	(0)	\$	(1)	\$	1,515,755
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134



Capital Improvement Fund



Fiscal Year 2023 | Year End Review Capital Improvement Fund

CATEGORY	BUDGET	BUDGET AMENDED	ACTUAL	%
Franchise Fees	\$-	\$ 331,000	\$ 331,030	0.01%
Impact Fees	\$ -	\$ 71,452	\$ 131,917	84.62%
Other Revenue	\$ 1,131,128	\$ 1,468,215	\$ 1,586,786	8.08%
Fund Balance	\$ 1,418,246	\$ 678,707	\$ 162,711	-76.03%
Total Revenue	\$ 2,549,374	\$ 2,549,374	\$ 2,212,444	-13.22%

CATEGORY	BUDGET	BUDGET AMENDED	ACTUAL	%
Expenses	\$ 2,549,374	\$ 2,549,374	\$ 2,212,444	-13.22%
Total Expenditures	\$ 2,549,374	\$ 2,549,374	\$ 2,212,444	-13.22%

Carry over added to fund balance	\$	-	\$	-	\$	-
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Local Option Tax



Fiscal Year 2023 | Year End Review Local Option Tax

CATEGORY	BUDGET	BUDGET AMENDED	ACTUAL	%
Original LOT	\$ 2,846,469	\$ 3,662,935	\$ 3,961,098	8.14%
TOTAL REVENUE	\$ 2,846,469	\$ 3,662,935	\$ 3,961,098	8.14%

CATEGORY	BUDGET	BUDGET AMENDED	ACTUAL	%
NGO'S	\$ 778,403	\$ 1,070,273	\$ 1,070,273	0.00%
Materials & Services	\$ 35,816	\$ 28,721	\$ 26,357	-8.23%
Other Expenses	\$ 2,032,250	\$ 2,563,941	\$ 2,563,941	0.00%
TOTAL EXPENDITURES	\$ 2,846,469	\$ 3,662,935	\$ 3,660,571	-0.06%
Carry over added to fund balance	\$ -	\$ -	\$ 300,527	



Fiscal Year 2023 | Year End Review Local Option Tax – 1% Additional

CATEGORY	BUDGET	BUDGET AMENDED	ACTUAL	%
Original LOT	\$ 2,090,544	\$ 3,053,531	\$ 3,315,442	-8.58%
Fund Balance		\$ 904,900	\$-	-100.0%
TOTAL REVENUE	\$ 2,090,544	\$ 3,958,431	\$ 3,315,442	-16.24%

CATEGORY	BUDGET	BUDG	ET AMENDED	ACTUAL	%
Sun Valley Air Service Board (SVASB)	\$ 2,000,000	\$	2,362,500	\$ 2,362,495	0.00%
SVASB Release Fund Balance	\$ -	\$	1,192,184	\$ 1,192,190	0.00%
Transfer to Housing	\$ -	\$	313,203	\$ 317,639	1.42%
Other Expenses	\$ 90,544	\$	90,544	\$ 66,270	-26.81%
TOTAL EXPENDITURES	\$ 2,090,544	\$	3,958,431	\$ 3,938,594	-0.5%

Carry over added to fund balance	\$	-	\$	(0)	\$ (623,151)
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In-Lieu Housing Fund



Fiscal Year 2023 | Year End Review In-Lieu Housing Fund

CATEGORY	BUDGET	BUDGET AMENDED	ACTUAL	%
Original LOT	\$ 305,000	\$ 2,671,256	\$ 694,050	
Fund Balance			\$-	
TOTAL REVENUE	\$ 305,000	\$ 2,671,256	\$ 694,050	-74.02%

CATEGORY	BUDGET	BUDGET AMENDED	ACTUAL	%
Bluebird Village	\$ 305,000	\$ 2,671,256	\$ 768,449	
TOTAL EXPENDITURES	\$ 305,000	\$ 2,671,256	\$ 768,449	-71.23%

Carry over added to fund balance	\$	-	\$	-	\$ (74 <i>,</i> 399)
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Reserved for Bluebird Village	\$ 1,980,000
Next payment	\$ 1,320,000
Final payment	\$ 660,000



City / County Housing Fund



Fiscal Year 2023 | Year End Review City/County Housing Fund

CATEGORY	UDGET	BUDG	ET AMENDED	ļ	ACTUAL	%
Additional LOT Transfer	\$ -	\$	313,203	\$	317,639	1.42%
Other Revenue	\$ 266,349	\$	577,037	\$	453 <i>,</i> 315	-59.82%
Fund Balance	\$ 582,000	\$	555,194	\$	-	-100.0%
TOTAL REVENUE	\$ 848,349	\$	1,441,434	\$	770,954	-46.51%

CATEGORY	BUD	GET	BUDG	ET AMENDED	ACTUAL	%
Salaries & Benefits	\$	-	\$	242,948	\$ 225,733	-7.09%
Professional Services	\$ 19	3,349	\$	432,930	\$ 323,317	-25.32%
Other Expenses	\$ 65	5,000	\$	765,556	\$ 468,545	-38.80%
TOTAL EXPENDITURES	\$ 84	8,349	\$	1,441,434	\$ 1,017,595	-29.40%

Carry over added to fund balance	\$	-	\$	-	\$ (246,641)
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Enterprise Funds



Fiscal Year 2023 | Year End Review Water Fund

CATEGORY	BUDGET	BUDGET AMENDED	ACTUAL	%
Charges for Service	\$ 2,380,768	\$ 2,380,768	\$ 2,611,560	9.69%
Other Revenue	\$ 12,500	\$ 12,500	\$ 34,957	179.66%
Fund Balance	\$ 421,833	\$ 421,833	\$-	-100.00%
TOTAL REVENUE	\$ 2,815,101	\$ 2,815,101	\$ 2,646,518	-5.99%

CATEGORY	BUDGET	BUDG	ET AMENDED	ACTUAL	%
Salaries & Benefits	\$ 725,299	\$	725,299	\$ 479,010	-33.96%
Professional Services	\$ 170,000	\$	170,000	\$ 28,462	-83.26%
Other Expenses	\$ 1,611,558	\$	1,611,558	\$ 1,520,041	-5.68%
Debt Service	\$ 308,244	\$	308,244	\$ 124,273	-59.68%
TOTAL EXPENDITURES	\$ 2,815,101	\$	2,815,101	\$ 2,151,786	-23.56%

Carry over added to fund balance	\$	0	\$	0	\$	494,732	
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Fiscal Year 2023 | Year End Review Water CIP

CATEGORY	BUDGET	BUDGET AMENDED	ACTUAL	%
Charges for Service	\$ 25,000	\$ 25,000	\$ 166,253	565.01%
Other Revenue	\$ 534,000	\$ 534,000	\$ 555,747	4.07%
Fund Balance	\$ -	\$ 271,520	\$-	-100.00%
TOTAL REVENUE	\$ 559,000	\$ 830,520	\$ 722,000	-13.07%

CATEGORY	BUDGET	BUDGET AMENDED	ACTUAL	%
Other Expenses	\$ 559 <i>,</i> 000	\$ 830,520	\$ 623,249	-24.96%
TOTAL EXPENDITURES	\$ 559,000	\$ 830,520	\$ 623,249	-24.96%

Carry over added to fund balance	\$	-	\$	-	\$ 98,751
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Fiscal Year 2023 | Year End Review Wastewater Fund

CATEGORY	BUDGET	BUDGET AMENDED	ACTUAL	%
Charges for Service	\$ 5,508,922	\$ 5,508,922	\$ 3,326,951	-38.41%
Other Revenue	\$ 7,000	\$ 7,000	\$ 108,661	1,452.3%
Fund Balance	\$ 1,352,198	\$ 1,352,198	\$-	-100.00%
TOTAL REVENUE	\$ 6,868,120	\$ 6,868,120	\$ 3,501,846	-49.01%

BUDGET	BUDGET AMENDED	ACTUAL	%
\$ 916,697	\$ 916,697	\$ 831,203	-9.3%
\$ 54,500	\$ 54,500	\$	-26.86%
\$ 5,641,423	\$ 5,641,423	\$ 1,409,546	-75.01%
\$ 255,500	\$ 255,500	\$ 181,952	-28.79%
\$ 6,868,120	\$ 6,868,120	\$ 2,093,059	-64.14%
	\$ 916,697 \$ 54,500 \$ 5,641,423 \$ 255,500	\$ 916,697 \$ 916,697 \$ 54,500 \$ 54,500 \$ 5,641,423 \$ 5,641,423 \$ 255,500 \$ 255,500	\$ 916,697 \$ 916,697 \$ 831,203 \$ 54,500 \$ 54,500 \$ 39,864 \$ 5,641,423 \$ 5,641,423 \$ 1,409,546 \$ 255,500 \$ 255,500 \$ 181,952

Carry over added to fund balance	\$	0	\$	0	\$ 1,039,027
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Fiscal Year 2023 | Year End Review Wastewater CIP Fund

CATEGORY	BUDGET	BUDG	ET AMENDED	ACTUAL	%
CHARGES FOR SERVICE	\$ 40,000	\$	40,000	\$ 78,786	96.96%
OTHER REVENUE	\$ 4,208,090	\$	4,208,090	\$ 183,649	-95.64%
FUND BALANCE	\$ -	\$	-	\$ -	
TOTAL REVENUE	\$ 4,248,090	\$	4,248,090	\$ 7,262,435	-93.82%

CATEGORY	BUDGET	BUDGET AMENDED	ACTUAL	%
OTHER EXPENSES	\$ 4,248,090	\$ 4,248,090	\$ 586,786	-86.19%
TOTAL EXPENDITURES	\$ 4,248,090	\$ 4,248,090	\$ 586,786	-86.19%
Carry over added to fund balance	\$ -	\$ -	\$ (324,351)	



Fund Balance Carry Over

	Fund Balance Carry Over		Restricted & Budgeted	F	und Balance
Fund	*AUDITED FY2023		Use FY2024	Ava	ailable FY2024
General Fund	\$	6,573,913.46	(3,137,744.00)	\$	3,436,169.46
Wagon Days	\$	12,971.76	-	\$	12,971.76
CIP	\$	3,057,729.61	(1,000,000.00)	\$	2,057,729.61
LOT	\$	698,744.67	(104,000.00)	\$	594,744.67
Add'I LOT	\$	398,343.39	(116,595.00)	\$	281,748.39
In-Lieu	\$	2,291,856.39	(1,900,000.00)	\$	391,856.39
Housing	\$	304,552.66	(148,152.00)	\$	156,400.66
Water	\$	3,287,165.98	(539,883.00)	\$	2,747,282.98
Water CIP	\$	658,039.11	-	\$	658,039.11
Wastewater	\$	2,252,971.16	(23,550.00)	\$	2,229,421.16
Wastewater CIP	\$	8,283,525.68	(1,498,226.00)	\$	6,785,299.68



City of Ketchum

CITY COUNCIL MEETING AGENDA MEMO

Meeting Date:	December 18, 2023	Staff Member/Dept:	Jade Riley - Administration
Agenda Item:		•	#24057 related to reimbursement of ty Hall/Bluebird Community Housing site.

Recommended Motion:

"I move to approve Purchase Order #24057 related to reimbursement of additional subgrade site excavation for Old City Hall/Bluebird Community Housing site."

Reasons for Recommendation:

- The long-term lease outlined it as the city's responsibility to deliver a clean site for the construction of the project.
- The City and Ketchum Urban Renewal Agency split the demolition costs related to the site.
- GMD development and their contractor (Conrad Brothers) discovered additional remaining materials.
- The development team attempted to absorb additional costs into the project contingency. However, due to snow removal costs in 22/23 and other subcontractor cost increases, the reimbursement is now being requested.
- Attached is the documentation associated with request for reimbursement for work completed.

Sustainability Impact:

An increase in community housing units decreases vehicle miles associated with commuting into Ketchum.

Financial Impact:

None OR Adequate funds	Adequate funds exist in the In-Lieu Affordable Workforce Housing account.
exist in account:	

Attachments:

1. Bluebird Site Reimbursement Memo	
2. Purchase Order #24057	



ΜΕΜΟ

TO: Jade Riley City Administrator City of Ketchum

FROM: Greg Dunfield

- GMD Development
- **CC:** Charles Friedman Ketchum Community Development Corporation
- DATE: November 29, 2023
- RE: Bluebird Village Subgrade Site Excavation Issues

On July 21, 2022 after receiving the notice of completion of the demolition of the old City Hall building and the land lease being in full force and effect, the Bluebird Village project moved forward with site excavation and construction activities on the site. Upon excavating the site certain items were found in the subsurface:

- Abandoned cistern with abandoned pipes
- Large conical/beehive footing
- Trees: two large, multiple small
- Asphalt, curb, metal drain trench & plumbing
- Large abandoned metal pipe/water main
- Abandoned foundation wall at building 'A' south property line
- Two large footings with metal posts along East Avenue
- Very large concrete footing in building 'A' footprint

The cost to remove these items, backfill the site and time delay as shown in the attached project Change Orders amount to \$151,982.30.



Per Article 1.1 of the Land Lease the land was to be put in "bare ground" condition, including removal of any below ground elements by the City of Ketchum. Therefore the Bluebird project would like to request reimbursement of these costs.

If you have any further questions please let us know.

CHANGE ORDER

CHAI		WWW.conradbr	othersconstruction.com
Project: Location:	Bluebird Village : 480 East Avenue	PCO No.:	003 1/31/2023
	Ketchum, ID 83340	Date: Job Number:	Rev. 8/8/23 2010
То:	Greg Dunfield GMD Development LLC 520 Pike Street, #1010 Seattle, WA 98101		2010

Subject: Over-Excavation Due to Unsuitable Subgrade

Description of Change:		Cost Code	Deductions	Additions
Excavation at Building 'B' foo	otprint revealed unsuitable solls, abandoned cisterns, etc.,			
requiring over-excavation an	d import of structural fill. Excavation at Building 'A' footprint			
resulted in unsuitable soils, a	abandoned pipe, abandoned concrete foundation requiring			
haul-off and import of struct	ural fill. City of Ketchum to provide clean site but left			
building debris, trees, etc. re	quiring removal and haul.			
1 Joe's Backhoe Service, Inc. In	voices			
Invoice 7421607: Overexo	cavate and Haul Unsuitable Material	02 200		\$ 19,560.00
Invoice 7421682: Overexo	cavate and Haul Unsuitable Material	02 200		\$ 22,305.00
Invoice 7421887: Overexo	cavate and Haul Unsuitable Material	02 200		\$ 18,583.00
Invoice 7421519: Remove	e Concrete & Gutter System (Drain)	02 200		\$ 2,503.00
Invoice 7421556: Remove	e Asphalt & Trees	02 200		\$ 7,657.50
2 General Conditions, Addition	al 6 Days Duration @ \$1,923.28/day	01 000	•	\$ 11,539.68
3 Contractor Overhead, Includi	ng Builder's Risk & General Liabllity Insurances, Administratior	01 000		\$ 2,581.00
Subtotal:	····		\$ -	\$ 84,729.18
Cost of Additions:				\$84,729.18
Cost of Deductions:				\$0.00
Subtotal				 \$84,729.18
Management	0.00%			\$0.00
General Liability	0.9 0%			\$762.5 6
Contractor's Fee	10.00%			\$8,5 49.17

Total	Chang	;e	Or	der	1

Adjustment to Schedule:	ΛΛ	6 Days
Client's Signature:	HD	
Contractor's Signature:	Jack H	Digitally signed by Jack Hau Digitally signed by Jack Hau Egiactic Connadbothersconstruction.com, USC Activated Brothers Construction, CN-Jack Hau Hau Hau Hau Hau Hau Hau Hau Hau Hau

_{Date:} 8-8-2023	
---------------------------	--

_{Date:} 08/08/23

153

\$84,729.18



Conrad Brothers General Contractors and Builders P.O. Box 3432 - Hailey, Idaho 83333 208-726-3830 Fax 208-726-5788 www.conradbrothersconstruction.com



Bluebird Village, Ketchum, ID

Job Location:	480 N East Avenue, Ketchum, ID 83340
Date:	March 16, 2023
Reference:	Durations for Site Over-Excavation and Import of Structural Fill

Notes:

Unsuitable soils, abandoned cisterns, abandoned foundations, abandoned drainage systems, trees, asphalt, etc., left on site. Items not identified in geotechnical report or test pits.

Invoices through 11/30 for removal of unsuitable subgrade and import of structural fill. Durations tallied only for removal/import work pertaining to unsuitable materials or rubble.

Date Description / Reference	Duration (days)
Joe's Backhoe Invoices	
- 7421519	1.00
- 7421556	2.00
- 7421607	1.66
- 7421682	3.16
- 7421887	2.25
Total:	10.07

Conrad Brothers General Contractors and Builders P.O. Box 3432 - Hailey, Idaho 83333 208-726-3830 Fax 208-726-5788

CHAI	NGE ORDER	208-726-3830 Fai www.conradbrot	c 208-726-5788 hersconstruction.com
		PCO No.:	023
Location:	480 East Avenue		5/6/2023
	Ketchum, ID 83340	Date:	Rev. 8/8/23
Location: 480 East Avenue Ketchum, ID 83340 To: Greg Dunfield GMD Development LLC 520 Pike Street, #1010	Job Number:	2010	
To:	Greg Dunfield		
	GMD Development LLC		
	520 Pike Street, #1010		
	Seattle, WA 98101		

Subject: Abandoned Foundation Removed from Building 'A' Footprint

Jack Hs

Reason Reason

approving this docu .08 16:56:43-06'00'

Description of Change:		Cost Code	Deductions	 Additions
-	'A' footprint resulted in unsuitable soils, abandoned pipe, bundation requiring haul-off and import of structural fill.			
1 Joe's Backhoe Service,	Inc. Invoice #7422802	02 200		\$ 57,390.00
2 General Conditions, Ad	ditional 4 Days Duration @ \$1,923.28/day	01 000		\$ 7,693.12
3 Contractor Overhead, I	ncluding Builder's Risk & General Liability Insurances, Admin.	01 000		\$ 2,170.00
Subtotal:			<u>\$</u> -	\$ 67,253.12
Cost of Additions:				\$67,253.12
Cost of Deductions:				\$ -
Subtotal			۰.	\$67,253.12
Management	0.00%			\$0.00
General Liability	0.90%			\$605.2 8
Contractor's Fee	10.00%			\$6,785.8 4
Total Change Order:				 \$67,253.12
Adjustment to Schedule:	4 Days			
Client's Signature:	+//D	_{Date:} 8-8-20	23	

Contractor's Signature:

Date: ____08/08/23



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: 24057

To:	Ship to:	
5507 GMD DEVELOPMENT LLC 520 PIKE STREET, STE 1010 SEATTLE WA 98101	CITY OF KETCHUM PO BOX 2315 KETCHUM ID 83340	

P. O. Date	Created By	Requested By	Department	Req Number	Terms
12/14/2023	КСНОМА	CHOMA KCHOMA		0	

Quantity	Description	Unit Price	Total
1.00	FINAL DEMOLITION COSTS FOR OLD CITY H 52-4410-7116	151,982.30	151,982.30
		SHIPPING & HANDLING	0.00
		TOTAL PO AMOUNT	151,982.30



City of Ketchum

MEETING AGENDA MEMO

Meeting Date:	December 18, 2023	Staff Member/Dept:	Kelli Trapp/Ketchum Traffic Authority
Agenda Item:	Recommendation to A	pprove Resolution Num	ıber 23-014

Recommended Motion:

"I move to approve Resolution Number 23-014 establishing the dates for all regular Ketchum Traffic Authority meetings for 2024"

Reasons for Recommendation:

- There was an error in the 2024 meeting dates on the previous Resolution; this submission has the correct dates.
- Pursuant to Idaho Code § 67-2343 (1), any public agency that holds meetings at regular intervals of at least once per calendar month scheduled in advance over the course of the year may satisfy this meeting notice by giving meeting notices at least once each year of its regular meeting schedule.
- The City Council has determined that listing all regular meetings being held in 2024 would be beneficial to the residents of and visitors to the City of Ketchum.

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

Sustainability Impact:

None OR state impact here: None

Financial Impact:

None OR Adequate funds exist in account: None

Attachments:

1. Resolution Number 23-014 which includes 2024 Ketchum Traffic Authority regular meeting dates

RESOLUTION NUMBER 23-014

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KETCHUM, IDAHO ESTABLISHING THE DATES FOR ALL REGULAR TRAFFIC AUTHORITY MEETINGS FOR 2024.

WHEREAS, the regular meetings of the KETCHUM TRAFFIC AUTHORITY shall be held on the third Thursday of each month at 9:00am at Ketchum City Hall; and

WHEREAS, pursuant to Idaho code § 67-2343 (1), any public agency that holds meetings at regular intervals of at least once per calendar month scheduled in advance over the course of the year may satisfy this meeting notice by giving meeting notices at least once per year of its regular meeting schedule; and

WHEREAS, the City Council has determined that listing all regular meetings being held in 2024 would be beneficial to the residents of and visitors to the City of Ketchum.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF KETCHUM, IDAHO that the regular meetings of the Ketchum Traffic Authority for 2024 are as follows:

Thursday, January 18, 2024
Thursday, February 15, 2024
Thursday, March 21, 2024
Thursday, April 18, 2024
Thursday, May 16, 2024
Thursday, June 20, 2024
Thursday, July 18, 2024
Thursday, August 15, 2024
Thursday, September 19, 2024
Thursday, October 17, 2024
Thursday, November 21, 2024
Thursday, December 19, 2024

Mayor Neil Bradshaw

ATTEST:

Trent Donat City Clerk



City of Ketchum

December 18, 2023

Mayor Bradshaw and City Councilors City of Ketchum Ketchum, Idaho

Mayor Bradshaw and City Councilors:

Recommendation to Approve Resolution 23-020 Appointing Members to the Ketchum Arts Commission

Recommendation and Summary

Staff is recommending City Council adopt Resolution 23-020 and adopt the following motion:

"I move to adopt Resolution 23-020 appointing four members to the Ketchum Arts Commission."

The reasons for the recommendation are as follows:

- The Ketchum Arts Commission is made up of 9 members
- Currently, there are four open positions on the Commission

Introduction and History

Pursuant to Ordinance No. 1168, Ketchum Arts Commission members are appointed by the Mayor and confirmed by the City Council.

The term of office for each of the members shall be three (3) years. Two consecutive three-year terms shall be the maximum allowable for a member and shall constitute a full term. Upon completion of a full term, reappointment is allowable after a one-year waiting period.

Jean Pierre Veillet, Kristin Poole, Wendal Wirth, and Elizabeth Youmans will begin their three-year term in October 2023 and ending September 2026.

Financial Impact

No financial impact related to this Resolution.

RESOLUTION NUMBER 23-020

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KETCHUM, IDAHO, TO APPROVE THE APPOINTMENT OF ELIZABETH YOUMANS, JEAN PIERRE VEILLET, KRISTIN POOLE, AND WENDAL WIRTH TO THE KETCHUM ARTS COMMISSION; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, pursuant to Ordinance No. 1168, Ketchum Arts Commission members shall be appointed by the Mayor and confirmed by the City Council; and

WHEREAS, Ketchum Arts Commission members may serve two consecutive three-year terms and upon completion of a full-term, reappointment will be allowable after a one-year waiting period; and

WHEREAS, the Mayor desires to appoint Elizabeth Youmans, Jean Pierre Veillet, Kristin Poole, and Wendal Wirth to the Ketchum Arts Commission, filling the positions of Caleb Spangenberger, Claudia McCain, L'Anne Gilman, whose terms ended on September 30, 2023.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF KETCHUM IDAHO:

That Elizabeth Youmans, Jean Pierre Veillet, Kristin Poole, and Wendel Wirth are hereby appointed to the Ketchum Arts Commission with a term expiring on September 30, 2026.

This Resolution will be in full force and effect upon its adoption this 18th day of December 2023.

CITY OF KETCHUM, IDAHO

Neil Bradshaw Mayor

ATTEST:

Trent Donat City Clerk



City of Ketchum

CITY COUNCIL MEETING AGENDA MEMO

Meeting Date:	December 18, 2023	Staff Member/Dept:	Mick Mummert/Wastewater Division
Agenda Item:	Recommendation to A	pprove Purchase Order	#24055 with HDR Engineering for Aeration
	Upgrades Construction	Services.	

Recommended Motion:

I move to approve Purchase Order #24055, Task Order #3, with HDR Engineering for Aeration Upgrades Construction Services for the not to exceed amount of \$343,900.00

Reasons for Recommendation:

- This is an ongoing project from the Wastewater Treatment Plant Facilities Plan.
- Detailed Plans and Specifications for Aeration Upgrades have been submitted to IDEQ for comments and approval.
- Once approved, the next step in the process is acquiring bids for and the actual construction of the upgrades.
- The scope of work for this task order will provide the necessary engineering services during the bidding and construction phase of the project.

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

Sustainability Impact:

None OR state impact here: Upon completion of this project, the energy consumption of this particular wastewater treatment process will be significantly reduced along with improved water quality of the effluent discharged into the Big Wood River.

Financial Impact:

None OR Adequate funds exist in account:	This is a budgeted expense in the Capital Improvement
	Projects category of Wastewater Division Expenditures.
	This expense will be shared equally with the Sun Valley
	Water and Sewer District.

Attachments:

1. Purchase Order #24055	
2. HDR Task Order #3	



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: 24055

To:	Ship to:
2319 HDR ENGINEERING, INC. BOX 74008202 CHICAGO IL 60674-8202	CITY OF KETCHUM PO BOX 2315 KETCHUM ID 83340

P. O. Date	Created By	Requested By	Department	Req Number	Terms
12/12/2023	КСНОМА	КСНОМА		0	

Quantity	Description		Unit Price	Total
1.00	TASK ORDER #3: SERVICES DURING CONST	67-4350-7815	343,900.00	343,900.00
		SHIPPING a	& HANDLING	0.00
		TOTAL F	PO AMOUNT	343,900.00

EXHIBIT A

TASK ORDER NO. 3

SERVICES DURING CONSTRUCTION (SDC) FOR AERATION UPGRADES PROJECT FOR CITY OF KETCHUM AND SUN VALLEY WATER & SEWER DISTRICT

This Task Order pertains to the Master Services Agreement by and between <u>City of Ketchum,</u> <u>ID / Sun Valley Water & Sewer District, Sun Valley, ID</u> ("OWNERS"), and <u>HDR Engineering, Inc.</u> ("ENGINEER"), dated <u>May 1, 2023</u>, ("AGREEMENT"). Engineer shall perform services on the project described below as provided herein and in the MSA. This Task Order shall not be binding until it has been properly signed by all parties. Upon execution, this Task Order shall supplement the Agreement as it pertains to the project described below.

Scope of Services

Task 1 - Construction Administration

Assist OWNER in administering the construction of the Aeration Upgrades project.

Subtask 1.1 Project Management

Objective

Provide scope, schedule, and cost control services of ENGINEER's contract during the construction phase of the project.

Approach

- Communicate scope, schedule, and budget status with OWNER and the project team through project management plan, telephone calls, and e-mail communications.
- Monitor project progress including work completed, work remaining, budget expended, schedule, estimated cost of work remaining, and estimated cost at completion.
- Prepare and submit monthly progress reports and invoices to OWNER. The monthly
 progress report will include work performed within invoiced period, tracking of
 ENGINEER contract changes and the cumulative effect of changes on ENGINEER
 contract budget.
- Provide review of approach and resources being applied to the services in this task order by ENGINEER's wastewater construction technical director or designee.
- ENGINEER will develop a Safety and Health Plan for ENGINEER staff.

Assumptions

- This task is for the management of ENGINEER's contract.
- This Scope of Services assumes a single construction contract between the OWNER and General Contractor (GC) will be executed for the project.
- OWNER and Contractor are completely responsible for safety on this project, including the safety of OWNER personnel and the public.

- ENGINEER shall not be responsible for the health and safety of OWNER or Contractor, their employees, subcontractors, or agents on site or in any way arising from the work on this project.
- ENGINEER will manage ENGINEER staff and sub-consultants.
- Costs for this contract will be tracked at the task level.
- Budget may be transferred between tasks and from sub-consultant to ENGINEER without an amendment to the Agreement, unless such transfers also require a change in total fee.
- Invoice and progress report format will follow ENGINEER standard format.
- OWNER agrees to include a provision in the construction contract that requires Contractor to list ENGINEER and each Sub-Consultant as an additional insured on Contractor's commercial general liability insurance.
- One progress report and invoice will be submitted to OWNER each month.
- Direct expenses for travel, subsistence, and printing will be billed to OWNER for all tasks and subtasks with a 10 percent markup.

Deliverables

• Monthly progress reports and invoices transmitted to OWNER via e-mail in .pdf format.

Subtask 1.2 Document Management System Objective

Maintain an electronic Document Management System (DMS) for managing project electronic files.

Approach

- Maintain electronic files in the DMS, including but not limited to shop drawing transmittals, requests for information, change proposal requests, change orders, field reports of project activities, digital photographs, audio recordings of meetings and conferences, material testing logs, work deficiency checklists, contractor payment certifications and correspondence between ENGINEER, Contractor, utility companies/agencies, other parties, and OWNER.
- Provide logs for shop drawing transmittals, requests for information, field orders, change proposal requests, change orders, and work deficiency lists to OWNER and Contractor on a monthly basis.
- Coordinate logs once per month with Contractor and resolve discrepancies.

Assumptions

- ENGINEER will use ENGINEER's purchased software, Proforma Construction Administration, for shop drawing submittals and RFI's. DMS for other construction related information will be filed on HDR's ProjectWise.
- OWNER and Contractor will have access to Proforma project information but not access to HDR's ProjectWise.
- ENGINEER will not maintain a hard copy of documentation in addition to the DMS.

Deliverables

 Tracking logs for shop drawing transmittals and requests for information will be available for OWNER and contractor to access on Proforma. Other documents such as field orders, change proposal requests, change orders, and work deficiency checklists will be transmitted to OWNER and Contractor via e-mail in .pdf format.

Task 2 - Construction Engineering

Subtask 2.1 Bidding Period Services

Perform engineering services related to finishing the VFD equipment procurement bidding/award and the General Contractor (GC) installation contract bidding. The GC bidding period is expected to occur in January and February 2024.

Subtask 2.2 Pre-construction Conference Objective

Conduct a pre-construction conference with potential bidders to establish basic project protocols and procedures. This applies to the general contract for installation of Owner Furnished Equipment (OFE) and other construction work associated with the Aeration Upgrades project.

Approach

- Identify with OWNER and Contractor the parties to be included in the conference.
- Notify parties as to the time and place of the meeting. Include in the notification a preliminary agenda for comment and identification of specific items they may want addressed during the conference.
- Distribute final agenda and provide hard copies for participants.
- Conduct the pre-construction conference, including site walk-thru, with OWNER, construction contractor and their sub-contractors and suppliers, agency officials, and ENGINEER construction administration team.
- Distribute meeting notes to persons in attendance, parties notified of conference but not in attendance, and the DMS.

Assumptions

- Pre-construction conference will occur at the wastewater treatment plant on February 1, 2024 (tentative scheduled date) will involve up to two (2) ENGINEER team members and electrical subconsultant and will last up to two (2) hours, plus travel time for on-site ENGINEER team members.
- Up to ten (10) hard copies of conference agenda will be furnished by ENGINEER.
- Direct expenses for travel and travel related expenses will be billed to OWNER.

Deliverables

- Draft conference agenda will be transmitted to OWNER via e-mail in .pdf format.
- Final conference agenda in hard copy will be delivered at conference.
- Meeting notes transmitted to OWNER and Contractors via e-mail in .pdf format.

Subtask 2.3 OWNER Coordination Conference Calls Objective

Conduct conference call meetings with OWNER twice monthly to discuss project progress and OWNER concerns.

Approach

- Utilize draft agendas for the construction progress meetings as the agenda for OWNER coordination meetings.
- Conduct coordination meetings twice monthly with OWNER to review progress, issues, and concerns prior to construction progress meetings.
- Additional participants in the meeting may include utility agencies and companies, and/or permitting agencies depending upon what is being discussed.
- Meeting notes will be incorporated into the final agenda for the construction progress meetings (see Subtask 2.4 Construction Progress Meetings).

Assumptions

- Coordination conference calls will occur twice monthly. Attendance of up to two (2) ENGINEER team members, the on-site construction observation person and electrical team member (only as needed). The calls will last between 30 minutes and one (1) hour each. Meetings will begin in April 2024 and end in May 2025.
- Meeting notes will be transmitted electronically to the Owner.
- Up to twenty-eight (28) coordination meetings are included in this sub-task.

Deliverables

- Meeting agenda transmitted to OWNER via e-mail in .pdf format.
- Meeting notes incorporated into final agenda for construction progress meetings (electronic) and sent to OWNER via e-mail in pdf format.

Subtask 2.4 Construction Progress Meetings Objective

Conduct monthly meetings. Meeting will be web-based meeting with OWNER, ENGINEER, and CONTRACTOR to discuss project progress. ENGINEER will attend the meeting on-site every other month to observe construction first-hand. Construction progress meeting schedule assumes contract award in April 2023 and active construction beginning in May 2024, with construction through May 2025. Progress meeting will coincide with the active construction period.

Approach

 Prepare an agenda for the construction progress meetings incorporating OWNER topics (see Subtask 2.3 OWNER Coordination Conference Calls) and known issues. Other agenda items will include, but will not be limited to, project progress and schedule updates, review of shop drawing submittal and requests for information responses, review of known project issues, scheduled OWNER training sessions, start-up and commissioning activities.

Page 4

- Additional participants in the meeting may include utility agencies and companies, and/or permitting agencies depending upon what is being discussed.
- Distribute meeting notes as .pdf by e-mail to persons in attendance and others on OWNER's and CONTRACTOR's distribution list, and the DMS.

- ENGINEER will prepare an agenda for the first construction progress meeting. Notes from the first meeting will be used as the agenda for subsequent meetings updated with current issues or concerns.
- Agendas will include current logs of outstanding shop drawing submittals and requests for information responses.
- Hard copies of meeting agendas, including logs, will be furnished by ENGINEER for each meeting.
- Construction progress meetings will occur at the wastewater treatment plant and via conference call for those team members not in physical attendance, will involve up to two (2) ENGINEER construction administration team members as appropriate, and will last up to two (2) hours each. Meetings will begin in May 2024 and end in May 2025 with site-visits beginning in May 2024 (7 on-trips). The on-site meetings with travel are expected to require a full 8-hour billable trip per ENGINEER. On-site time will vary from 4 6 hours.
- Up to thirteen (13) construction progress meetings are included in this sub-task.
- Direct expenses for travel and related travel expenses will be billed to OWNER.
- Expenses for subconsultants (electrical) will be billed to OWNER with a 10 percent markup. This applies to all tasks requiring subconsultant role.

Deliverables

- Meeting agendas transmitted to OWNER and Contractor via e-mail in .pdf format prior to progress meetings and hard copies delivered at meetings.
- Meeting notes posted to Project Tracker site in .pdf format for OWNER and Contractor review.

Subtask 2.5 Contractors' Payment Administration Objective

Coordinate timely and equitable payment to Contractor in accordance with Contract provisions.

Approach

- Review and approval of Schedule of Values:
 - Review Contractor's Schedule of Values (cost breakdown) by comparison to Engineer's Opinion of Probable Construction Cost to establish a reasonably balanced distribution of costs to the various elements of the total construction to serve as a basis for progress payments.
 - Transmit comments to OWNER and Contractor.
 - Discuss with OWNER and Contractor at regular meetings (Task 2.4) to reconcile disputed areas of apparent unbalanced costs and document reconciliation of disputed items.

- Notify Contractor of approval after reconciliation of costs.
- Review Contractor's Applications for Payment
 - Review draft application for payment in comparison to progress of the work. Make notations of deficient work not recommended for payment until corrected; deletion of payment for stored materials and/or equipment which do not have approved shop drawings and/or proper invoices; and reduction of value for partially completed items claimed as complete.
 - Conduct review of storage areas and verify existence of invoiced materials/equipment and proper storage.
 - Return a copy of the reviewed draft application to Contractor.
 - Meet with Contractor to reconcile discrepancies.
 - Review revised application for payment and, if acceptable, advise Contractor to submit the required number of copies.
- Process Payment Application:
 - Execute completed application for payment indicating amount recommended for payment and transmit to OWNER for processing of payment.
 - Monitor total payments to adjust retainage amounts as specified in the Contract Documents.
 - At substantial completion, and at OWNER's direction, adjust retainage from fixed percent to enough to provide for work completion.

- The draft and final payment application requests will be submitted by Contractor each month on days agreed upon to meet OWNER's processing schedule requirements.
- ENGINEER's recommendations for payment can be modified by the OWNER.
- OWNER is responsible for approving and authorizing payment submittals.
- Up to sixteen (16) payment applications will be reviewed by ENGINEER. Review time is assumed to be 1 hour per application.

Deliverables

- Written comments on Schedule of Values transmitted to OWNER and Contractor via email in .pdf format.
- Documentation of reconciliation of disputed items in Schedule of Values transmitted to OWNER and Contractor via e-mail in .pdf format.
- Contractor's Payment Application Requests transmitted to OWNER via e-mail in .pdf format with appropriate attachments.

Subtask 2.6 Shop Drawing Submittal Review and Tracking Objective

Facilitate the achievement of substantial conformance to the design intent through technical review by Designers or Engineer of Record of Contractor's shop drawings.

Approach

• Review Shop Drawing Submittal Schedule, including:

- Ascertain that, in Engineer's opinion, necessary submittals are accounted for, that submittals are coordinated with the sequence of construction activities relying on them, that adequate and reasonable turn-around times for review are provided for, and that shop drawings can be submitted and approved prior to 50 percent completion of the construction.
- Notify Contractor with either acceptance or rejection noting deficiencies and requesting correction of them and re-submittal.
- Distribute copies of approved shop drawing submittal schedule to OWNER and design team members responsible for shop drawing reviews.
- Administer shop drawing and other submittal requirements for substantial compliance with the intent of the Contract requirements, including:
 - Receive, log, and maintain shop drawing submittal documents in the DMS.
 - Conduct review of shop drawing submittals to confirm Contractor's compliance with administrative requirements and distribute to appropriate design team member(s) for review.
 - Review submittals for compliance with the specifications and provide written comments to Contractor.
 - Receive and collate comments on submittal reviews performed by others, including OWNER.
 - Establish organized storage for samples and a tracking log for samples.
- Review Shop Drawing Schedule status, including:
 - Review weekly the approved submittal schedule and the actual shop drawing log for comparison.
 - Review shop drawing submittal log in regard to requirements that shop drawings must be submitted and approved prior to 50 percent completion.
 - Provide written reminders or notice to Contractor when a submittal is overdue.
 - Address general status of shop drawings at construction progress meetings.
 - Utilize shop drawing submittal schedule as a checklist item for application for payment.

- Contractor will prepare a listing of submittals and dates of expected submittal, coordinated with supply contract schedules to allow ENGINEER review time (as defined in the Contract Documents) and resubmittal review time (if necessary) to meet the construction schedule. If Contractor fails to provide the submittal schedule and/or does not provide documents in accordance with the schedule, ENGINEER will be provided with additional time to review the submittal.
- ENGINEER will not review and comment on submittals related to temporary items and construction aides such as shoring and formwork. Receipt of these submittals is to confirm compliance with the contract requirements for submittal only and ENGINEER will not review. ENGINEER is not responsible for the content of the submittal.
- ENGINEER has not included staff or sub-consultants to review geotechnical and hazardous material issues that arise during construction. If these issues arise, we have

assumed the subcontractor hired by the OWNER for materials testing will provide recommendations.

- ENGINEER will use its standard Construction Contract Administration forms for shop drawing process. The review time for shop drawings is generally between two and four weeks, depending on the complexity.
- Reviews of requests for substitution are not included in this scope. If submitted by Contractor, the request will be sent to OWNER for approval to proceed with review.
 ENGINEER time to process, review, and respond to request will be billed to OWNER as a separate, out-of-scope activity.
- The fee for this sub-task is based upon an average amount of time for each submittal with an assumption of one-hundred (100) submittals and twenty-five (30) resubmittals. It is estimated that each submittal will take 2.5 hours of ENGINEER team member time to review and process and 0.5 hour for administration. Each re-submittal is assumed to take 1.5 hours of construction team members' time to review and 0.5 hour administration time to process. If Contractor submittals are incomplete or take longer to review than anticipated for reasons beyond the control of ENGINEER, OWNER will increase the fee for this activity as a separate, additional fee activity which OWNER could recover from Contractor through a construction contract change when appropriate.
- Submittal reviews following one (1) re-submittal will be billed to OWNER as a separate, out-of-scope activity from which OWNER can, at its discretion, deduct the amount from Contractor's payment application(s).

Deliverables

- Contractor's approved Shop Drawing Submittal Schedule transmitted to OWNER and design team members via e-mail in .pdf format.
- Assembled comment sheets in each submittal file in the DMS.
- Shop drawing responses transmitted to Contractor and OWNER via DMS in .pdf format.

Subtask 2.7 Request for Information Review and Tracking Objective

Facilitate timely responses to requests for information (RFIs) to provide Contractor with clear and certain direction for the efficient execution of the Work.

Approach

- Receive, log, and maintain RFI documents in the DMS.
- Distribute RFIs to appropriate design team members for review.
- Provide draft RFI responses to OWNER for review, unless directed otherwise by OWNER.
- Return final RFI responses to Contractor with copies to OWNER and appropriate design team members.
- If the response to an RFI results in a change, then ENGINEER will prepare and issue field orders or change proposal requests, as appropriate.

- ENGINEER review of RFIs regarding the design will be advisory and complementary to the design intent.
- ENGINEER will use its standard Construction Contract Administration forms for documenting contract interpretations. The review time for RFIs is generally between two and four weeks, depending on the complexity.
- The fee for this sub-task is based upon receiving and responding to an assumed fifty (50) RFIs based on past project experience. Actual response time may vary depending upon clarity and complexity of the RFI. On average, it is estimated that it will take 3.5 hours of ENGINEER team member time to review and 0.5 hour administrative time to respond to each RFI. If Contractor RFIs are incomplete or take longer to respond to than anticipated for reasons beyond the control of ENGINEER, OWNER will increase the fee for this activity as a separate, additional fee activity which OWNER could recover from Contractor through a construction contract change when appropriate.
- Additional time required for excessive RFIs will be billed to OWNER as a separate, additional fee activity.

Deliverables

- Response supporting information filed in the DMS.
- Draft RFI responses transmitted to OWNER via e-mail in .pdf format.
- Final RFI responses transmitted to Contractor, OWNER, and ENGINEER's construction administration team members via e-mail in .pdf format to DMS system.

Subtask 2.8 Field Orders and Change Proposal Requests. Generation and Tracking Objective

Provide coordination and review to identify the need for changes in the Work consistent with the design intent, and issue Field Orders (FOs) to communicate the details of the changes involving no change in Contract Time or Contract Price. Change Proposal Requests (CPRs) consistent modifications to the design that involve changes in contract price and/or time and details the changes and request pricing from Contractor.

Approach

- Assemble documentation from the Contract Documents and/or field conditions related to the proposed minor change (Field Order) and furnish to the designer for evaluation of conformance with the design intent or more significant change (Change Proposal Request) involving modification of contract costs and/or time.
- Coordinate the preparation of technical descriptions of FOs and provide draft FO to OWNER for review, unless directed otherwise by OWNER.
 - If FO is the result of a response to an RFI, the draft FO will be included when the draft RFI response is sent to OWNER for review.
- Coordinate the preparation of the technical description of the CPR and assemble necessary graphic details and specifications.
- Review costs presented by Contractor for each CPR and conduct negotiation of pricing as necessary.

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- Issue final FO or CPR to Contractor with copies to OWNER and appropriate design team members.
- Log FOs and CPR, including supporting information and OWNER comments, in the DMS.
- Review negotiated CPR costs with OWNER for OWNER's approval.
- Assemble approved CPRs into Change Orders quarterly.
- Track and report the status of CPRs using logs that track the dates of:
 - Return from Contractor with pricing.
 - o Contract Administrator's review and recommendation of pricing.
 - OWNER's acceptance.
- Obtain from Contractor signed copies acknowledging Contractor's receipt of the FO or CPR and route copies to the appropriate project files.

- Field Orders may be generated from responses to RFIs, design changes, Contractor initiated changes, Owner initiated changes, or unanticipated conditions.
- ENGINEER will use its standard Construction Contract Administration forms for documenting contract modification activities. The processing time for either FOs or CPRs is generally between two and four weeks, depending on the complexity.
- The fee for this sub-task is based upon preparing and processing an assumed fifteen

 (15) FOs. The fee for this sub-task is based upon preparing and processing five (5)
 CPRs. Actual preparation and processing time may vary depending upon the complexity
 of the FO and CPR. On average, it is estimated that it will take 4 hours of project team
 time to prepare and process each FO and CPR. If FOs or CPR take longer to prepare
 and process than anticipated for reasons beyond the control of ENGINEER, OWNER will
 increase the fee for this activity as a separate, additional fee activity which OWNER
 could recover from Contractor through a construction contract change when appropriate.
- Additional time required for excessive FOs and CPRs will be billed to OWNER as a separate, additional fee activity.
- Negotiations between ENGINEER and Contractor for CPRs are not binding until accepted by OWNER.

Deliverables

- Supporting information filed in the DMS.
- Draft FOs and CPRs transmitted to OWNER via e-mail in .pdf format.
- Final CPRs transmitted to Contractor for pricing via e-mail in .pdf format.
- Final FOs and CPRs transmitted to Contractor, OWNER, and ENGINEER's construction administration team members via e-mail in .pdf format.

Subtask 2.9 Construction Change Orders and Tracking Objective

Coordinate the combining of change documentation into Change Orders for execution by Contractor and OWNER.

Approach

- Identify with OWNER the strategy for combining CPRs and the timing of Change Orders.
- Evaluate the project to determine when proposed changes need to be finalized to avoid or minimize adverse impact on on-going construction activity.
- Combine Change Proposal Requests and Field Orders into Change Orders.
- Assemble the necessary documentation and prepare the Change Order package for circulation to OWNER and Contractor for execution.
- Update Change Order logs and provide status reports tracking the execution of Change Orders.
- Track Change Orders through Contractor's signature, ENGINEER's signature recommending acceptance, and OWNER executive action.
- Review pay requests to verify Change Order items are broken out and that payment is not made until work is complete.

Assumptions

- OWNER has the sole responsibility to authorize changes to the construction contract.
- ENGINEER will use its standard Construction Contract Administration forms for documenting contract modification activities.
- The fee for this sub-task is based upon preparing and processing five (5) Change Orders

 one every quarter over the construction period. Actual preparation and processing
 response time may vary depending upon the complexity of the change order. On
 average, it is estimated that it will take 6 hours of ENGINEER's construction
 administration team member time to prepare and process each Change Order. If
 Change Orders take longer to prepare and process than anticipated for reasons beyond
 the control of ENGINEER, OWNER will increase the fee for this activity as a separate,
 additional fee activity which OWNER could recover from Contractor through a
 construction contract change when appropriate.
- Additional time required for excessive Change Orders will be billed to OWNER as a separate, additional fee activity.
- CPR and Change Order logs will be updated once a month.
- OWNER will provide ENGINEER with copies of the fully executed change orders after signed by OWNER and Contractor.

Deliverables

- Change Order supporting information filed in the DMS.
- Change Orders, including supporting information for each Change Order via e-mail in .pdf format.

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Subtask 2.10 OWNER Furnished Equipment (OFE) Supplier Coordination Objective

Provide coordination between Contractor and OWNER Furnished, Contractor Installed equipment suppliers; including blowers and VFDs.

Approach

- Coordinate RFIs from Contractor related to OFE systems with equipment suppliers.
- Based on contract agreement between the OWNER and equipment supplier, coordinate shipping times and unloading requirements between equipment suppliers, Contractor, and OWNER.
- Resident Project Representative (RPR) or OWNER will check OFE deliveries against shipping labels and bills of materials (BOMs) and inspect equipment for damage. Report any missing or damaged equipment to OWNER-ENGINEER or directly to OFE equipment supplier.
- Coordinate storage requirements of OFE equipment with OWNER.
- Assist OFE equipment suppliers with coordination of equipment installation and acceptance including equipment startup, commissioning and operations and maintenance training.

Assumptions

- Reviews of blowers and VFDs shop drawings and operations and maintenance manuals.
- ENGINEER will process RFIs in accordance with Subtask 2.7 Request for Information Review and Tracking (Subtask 2.7).
- Budget assumes Resident Project Representative provided by OWNER is already onsite and does not include additional time or expenses for ENGINEERING.

Deliverables

- Shop drawing review comments to equipment SELLER. The review time for shop drawings is generally between two and four weeks, depending on the complexity.
- List of missing or damaged OFE equipment transmitted by OWNER to ENGINEER, and/or directly to OFE equipment supplier (at OWNER's direction), via e-mail in .pdf format.

Subtask 2.11 Coordination of ENGINEER with OWNER's Resident Project Representative (RPR) (Not Included in ENGINEER'S Scope) Objective

Provide coordination between OWNER'S Resident Project Representative (RPR) and ENGINEER. Expectations of the OWNER'S RPR are described below in Task 3 – Field Services. Once RPR is defined, hours will be budgeted for this task. The ENGINEER's level of effort depends heavily on the experience level of the RPR.

Approach

• Daily contact with RPR to address any design questions.

- OWNER RPR may be City's contract engineer or other City staff assigned regular daily observation duties.
- Direct expenses will be billed to OWNER.

Deliverables

• Notes on daily discussion will be in ENGINEER'S personal journal and RPR's project journal.

Task 3 - Field Services (Not Included in ENGINEER'S Scope)

This section is supplied to OWNER to define typical expectations of Field Services work. Close coordination of OWNER'S Field Observations with ENGINEER is expected.

Subtask 3.1 Field Observations (by OWNER) Objective

Determine general conformance of the completed construction with the requirements of the Contract Documents through observation of the Work. A Resident Project Representative (RPR) provided by OWNER shall relay information from the field to the ENGINEER. Actions taken by RPR shall be in conformance with ENGINEER direction.

Subtasks

- Provide general observation including:
 - Observe, record, and report Contractor's daily work progress to determine the Work observed is in general conformance with the requirements of the Contract Documents.
 - Document activities observed making note of deficiencies and issues requiring resolution. Maintain work deficiency log in the DMS.
 - Create daily field reports defining specified work completed, discussions with the Contractor, direction given to Contractor, Contractor work force figures, progress made on the controlling activity established by the approved construction schedule, job site visitors, and weather conditions.
 - Review ENGINEER approved shop drawings, samples, and other submittals and apply them to the conducting of observations.
 - Photograph record construction to document progress or deficiencies, and label and log photos in the DMS.
 - Conduct, or coordinate the conduct of, specified inspections and testing and document results.
- Maintain copies of permits and summary of their conditions on site.
- Maintain hard copies or electronic copies of correspondence, meeting minutes, original Contract Documents including Change Orders, Field Orders, Work Change Directives, Addenda, additional Drawings issued subsequent to the execution of the Contract, ENGINEER's clarifications and interpretations of the Contract Documents, progress reports, shop drawing and sample submittals, and other Project-related documents.

- Monitor Contractor's compliance with permit conditions and Contractor's endeavor to resolve known violations of local ordinance and other specific permit conditions.
- Coordinate with the Materials Testing sub-consultant and notify Contractor when written verification from the Materials Testing sub-consultant representative has been obtained stating that acceptable subgrade preparation is provided for structures and ready to receive concrete for foundations and structural slabs on grade.
- Monitor the prequalification of soils and concrete materials, and coordinate in-place moisture and density testing and the sampling and testing of concrete.
- Observe and document pressure testing of interior and exterior piping systems.
- Review stored materials and/or equipment for quantity determination for Contractor payment and document the Contractor's methods for protecting equipment and/or materials prior to installation. Notify Contractor if additional measures are required to protect the equipment.
- Coordinate with ENGINEER Project Manager during site visitations by design team member(s) as defined in ENGINEER's scope of work.
 - Follow up on deficiencies noted by design team members by either requiring immediate correction by the Contractor or adding items to a progressive work deficiency list.
- Develop and provide to Contractor an ongoing list of items requiring correction of noted construction deficiencies if it is believed that such Work does not conform generally to the Contract Documents.
- As deficiencies are corrected, revise the list by indicating corrected status.
- Issue Non-Conformance Reports twice per month for deficiencies not being acknowledged or addressed by Contractor with corrective measures or corrective action plans.
- On a monthly basis, prior to ENGINEER signing off on the monthly payment request, review Contractor's record drawings to verify the Contract Drawings are up-to-date with contract modifications and annotated to reflect actual construction. Review the Contractor's payment applications and make a recommendation to ENGINEER regarding payment.
- Review tagging of equipment for conformance with approved registers for equipment, valves, and other items designated to be tagged by the Contract Documents.
- Document observations made of property damage or personal injury accidents within the project construction limit lines, and provide a written report to notify the ENGINEER and the OWNER.
- RPR will attend and participate in the pre-construction conference to be led by ENGINEER.
- RPR will attend and participate in coordination conference call meetings and the construction progress meetings to be led by ENGINEER.
- Recommend to ENGINEER necessary clarifications and interpretations of the Contract Documents as appropriate for the orderly completion of the Work. Such clarifications and interpretations will be consistent with the intent of and reasonably inferable from the

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Contract Documents. Based on these recommendations, ENGINEER may issue Field Orders, Work Change Directives, or Change Orders.

- The RPR shall not:
 - Authorize deviations from the Contract Documents or substitution of materials or equipment (including "or-equal" items).
 - Exceed limitation of ENGINEER's authority as set forth in the professional services agreement with the OWNER.
 - Undertake the responsibility of Contractor, subcontractors, suppliers, or contractor's superintendent.
 - Participate in specialized field or laboratory tests or inspections conducted by others, except as specifically authorized.

Assumptions

- RPR will provide the on-site construction observation lead.
- RPR on-site construction observer will have direct communication with the Contractor and with ENGINEER.
- ENGINEER will lead the issuing of substantial and final completion.
- ENGINEER will observe start-up and commissioning.
- ENGINEER's observation or monitoring portions of the work performed under the construction contract shall not relieve Contractor from responsibility for performing work in accordance with applicable Contract Documents.
- ENGINEER will utilize the deficiencies list to aid in identifying appropriate retainage amounts near project completion. RPR will prepare the deficiency list and coordinate with ENGINEER to maintain and update the work deficiency list.
- ENGINEER shall not control or have charge of, and shall not be responsible for, construction means, methods, techniques, sequences, procedures of construction, health or safety programs or precautions connected with the work and shall not manage, supervise, control or have charge of construction.
- ENGINEER shall not be responsible for the acts or omissions of construction Contractor(s) or other parties on the project.
- Observations will be performed in accordance with industry-recognized standard practices.
- RPR will use ENGINEER's standard Construction Contract Administration forms for documenting construction observation and inspection activities.
- Contractor is responsible for compliance with permit conditions; therefore ENGINEER cannot ensure Contractor's compliance with the permit conditions. ENGINEER will only notify OWNER of observed conditions and violations.
- Responsibilities for jobsite safety are the sole responsibility of Contractor. The failure of ENGINEER to report on safety violations will neither relieve Contractor from their responsibility for safety on the project site nor shift this responsibility from Contractor to ENGINEER. Unsafe activity or activities shall be halted immediately until remedial actions take place. Contractor shall resume work only if Contractor deems jobsite conditions safe to work.

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- It is anticipated that RPR onsite construction observer will be furnished with a computer, digital camera, cellular phone, and personal protective equipment.
- The OWNER will provide a workspace, including desk, table and chairs for meetings, and internet connection.
- Monitoring removal and/or disposal of contaminated materials is not included.
- This sub-task is based upon field observation from the RPR from May 2024 June, 2025. On average, it is estimated that RPR field observation will occur four (4) hours per construction day. The total average of 20 hours per week can be applied as necessary to adequately monitor the work.
- Design team (ENGINEER) site visitations (on-site construction progress meetings) will occur when active construction begins.
- Normal working hours for RPR inspection staff and Contractor will coincide with normal treatment plant hours: Monday through Friday, 7:00 am to 4:00 pm.
- If Contractor schedule requires work outside of normal working hours (M-F), such as on Saturday, RPR will notify the ENGINEER that field observation may exceed ENGINEER's assumptions for field observation and may require adjustment. No work is allowed on Sundays and holidays.

Deliverables

- Inspector's Daily Reports transmitted to ENGINEER via e-mail in .pdf format weekly.
- Photographs logged and filed in the DMS.
- Reports of property damage or personal injury accidents transmitted to ENGINEER via e-mail in .pdf format.
- Maintain information in DMS, including work deficiency logs.

Subtask 3.2 Materials Testing and Special Inspection (Not Included in ENGINEER's Scope)

Objective

OWNER shall retain a construction materials testing and special inspections subcontractor. OWNER shall manage the subcontractor's inspections. OWNER services will generally include the following: scheduling appropriate field personnel and providing oversight, forwarding reports from subcontractor to ENGINEER for project mix designs, materials testing results and special inspections.

Approach

- Aeration Upgrades The general Scope of Services includes; 1) concrete testing and inspection, and 2) structural steel welding inspection.
- Summary Inspection This item, as required by the construction documents, is produced in accordance with the latest edition of the International Building Code requiring a final report documenting required special inspections and correction of discrepancies noted.

A detailed scope of work for OWNER to obtain bids for testing/inspection items for each phase of construction has been provided below:

- Concrete "Special Inspection" of reinforcing steel and concrete is required. Please note testing of slump, air, and temperature are included by concrete supplier.
- Structural Steel "Special Inspection" of welded pipe is recommended. Periodic visual welding inspection will be performed on field welds. The final inspection should be performed at the completion of welding to inspect the finished product.

Deliverables

- Materials and Special Inspection Plan transmitted to ENGINEER via e-mail in .pdf format and one (1) hardcopy delivered to local building official.
- Weekly summaries of Inspector's Daily Reports, materials testing information, and special inspections transmitted to ENGINEER via e-mail in .pdf format and one (1) hardcopy delivered to local building official.

Task 4 – System Commissioning

Subtask 4.1 Operations and Maintenance Manual Review and Tracking (Contractor Supplied) Objective

Facilitate review of Contractor provided manufacturer operations and maintenance (O&M) manuals.

Approach

- Receive, log, and maintain O&M manual documents in the DMS.
- Conduct review of O&M manual transmittal form and manual contents to confirm Contractor's compliance with administrative requirements and distribute to appropriate design team member(s) for review.
- Review manuals for compliance with the specifications.
- Receive and collate comments on manual reviews performed by others, including OWNER.
- Provide written comments or approval to Contractor.
- Obtain from Contractor the required number of hard copies for distribution and project files.
- Coordinate training activities between Contractor and OWNER.
- Monitor vendor training for OWNER's operations and maintenance personnel.

Assumptions

- ENGINEER will use its standard Construction Contract Administration forms for the O&M Manual review process.
- The fee for this sub-task is based upon receiving and reviewing ten (10) submittals and three (3) re-submittals. Actual review time may vary depending upon the complexity and

quality of the submittals. On average, it is estimated that each submittal will take 2 hours of construction administration team member time to review and process and each resubmittal will take 0.5 hours of construction administration team members' time to review and process. If Contractor submittals are incomplete or take longer to review than anticipated for reasons beyond the control of ENGINEER, OWNER will increase the fee for this activity as a separate, additional fee activity which OWNER could recover from Contractor through a construction contract change when appropriate.

- Submittal reviews following one (1) re-submittal will be billed to OWNER as a separate, out-of-scope activity from which OWNER can, at its discretion, deduct the amount from Contractor's payment application(s).
- Direct expenses for travel and other related expenses will be billed to OWNER.

Deliverables

- Assembled comment sheets in each manual file in the DMS.
- Operation and Maintenance Manual review responses transmitted to Contractor and OWNER via e-mail in .pdf format.

Subtask 4.2 Operation and Maintenance (O&M) Manual Update (for new Construction) Objective

Assist the OWNER in meeting the NPDES permit requirement of maintaining updated Operations and Maintenance Manuals.

Approach

- Provide draft operation sections for inclusion in the OWNER's existing Operation and Maintenance Manual. Sections will include:
 - New blowers and control changes.
 - Anoxic mixers.
 - MLR pumps and operating logic.
 - MLE process description for activated sludge and specific control logic.
- Address OWNER comments.
- Incorporate final operation sections into the OWNER's existing Operation and Maintenance Manual.

Assumptions

• Existing sections of the Operation and Maintenance Manual will not be updated as part of this task.

Deliverables

- Draft Operation and Maintenance sections (electronic Word files)
- Final Operation and Maintenance manual (electronic Word file)

Subtask 4.3 Facility Commissioning Objective

Assess overall performance of equipment and systems installed as part of this project.

Approach

- Provide operational assistance to OWNER after system start-up by Contractor and OFE suppliers
- Provide pre-startup training to communicate to the plant operators the following:
 - o Design criteria and process flow for each unit process.
 - Available field and SCADA equipment controls.
- Provide startup coordination between Contractor, ENGINEER's construction administration team and OWNER plant staff during startup of the new equipment. The startup coordinator will allow the startup of new equipment to occur if, and only if, the equipment and ancillary subsystems are considered by both Contractor and ENGINEER to be ready for service and the manufacturer's O&M manuals are on-site and available for use by OWNER plant staff.
- Conduct startup service for each project element or unit. Startup means placing the equipment into operation for its intended purpose and using the intended process material. Startup services will include the following activities:
 - Review equipment supplier training agendas and training material outlines as provided by Contractor. Using discretion based on experience with vendor training, enforce contract provisions for vendor training duration.
 - Coordinate vendor training schedule with Contractor and plant staff for vendor training to occur on Wednesdays as a first choice, Tuesdays and Thursdays as second choice, and avoid Mondays and Fridays.
 - Prepare a startup plan that lists specific responsibilities for Contractor, construction administration staff, PLC/SCADA programmer(s) and plant staff.
 - Provide the written startup plan to Contractor, the construction administration staff, PLC/SCADA programmer(s) and the plant staff approximately one month before startup.
 - Schedule and conduct startup review meetings (as required) between Contractor, the construction management staff, PLC/SCADA programmer(s) and the plant staff approximately two weeks before startup.
 - Revise and reissue the startup plan and schedule as needed based on the review meeting.
 - Verify the manufacturer's field service forms have been completed for each piece of equipment.
 - Verify pipe pressure tests and concrete water tightness tests have been conducted.
 - Verify rotating equipment has been bumped to check for proper operation and rotation.
 - Verify instrument calibration and loop testing is complete.

- Coordinate with Contractor, ENGINEER's construction administration team, the PLC/SCADA programmer and OWNER plant staff for process material to be introduced to the process in such a way avoids or reduces the impact to the rest of the plant.
- Verify and document that the controls and alarms are working in conformance with the software pre-design report.
- Identify and document equipment or control deficiencies (i.e., punch list).
 Provide discipline-specific deficiency lists.
- Conduct operator training during the startup on an informal basis in the field. The purpose of this training is to provide an opportunity to answer operator questions, to demonstrate the transition from manual control to automatic control, and to demonstrate alternate modes of operation.

Assumptions

- Present the pre-startup training in a classroom setting using figures and graphics delivered via Microsoft PowerPoint.
- Include draft copies of the Operations Manual sections or ENGINEER developed process presentations in the training material for each specific session.
- The portion of each module pertaining to SCADA controls will be presented by SCADA programmer (hired by OWNER) who programmed that system. SCADA programmer will use actual SCADA screens for each equipment item discussed in the module. The SCADA presentation will cover manual starting, stopping and speed control of equipment, set-point adjustment, operating mode changes, alarms, data collection and trending.
- The fee for this sub-task is based upon commissioning services from a single operations specialist for up to two (2) site visits of up to two 8-hour days each. Actual commissioning time may vary depending upon the complexity of the systems being commissioned or unforeseen delays.
- Normal working hours for ENGINEER operations specialist, Contractor, and OFE suppliers will coincide with normal treatment plant hours: Monday through Friday, 7:00 am to 3:30 pm.
- Should Contractor or OFE suppliers elect to perform work outside of normal working hours, on Saturday, Sunday, or legal holiday, ENGINEER will require that OWNER authorize commissioning services prior to ENGINEER starting.
- Actual hours will be tracked and additional work will not be performed without prior approval from OWNER.
- If additional labor and expenses for performing commissioning services outside normal working hours or beyond estimate included in this sub-task are required due to delays from Contractor or OFE equipment suppliers, OWNER will increase the fee for this activity as a separate, additional fee activity which OWNER could recover from Contractor or OFE equipment supplier(s) through a construction contract change when appropriate.
- Direct expenses for travel and other related expenses will be billed to OWNER.

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Deliverables

- Startup checklists and training materials customized for this project (electronic format).
- On-site training sessions for each of the separate unit project elements or processes (may be consecutive or combined with other systems and held during the same period). Training personnel may vary, depending on the topic. In general, the following areas will be commissioned.
 - \circ Blowers
 - o Mixers
 - Mixed Liquor Recycle (MLR) pumps
 - Modified Ludzack Ettinger (MLE) process
 - Controls & SCADA
- Startup plans coordinated with the construction schedule.

Task 5 – Project Close-out

Subtask 5.1 Construction Contract Close-out Objective

Achieve an orderly, well-documented and complete closeout of the construction contract.

Approach

- Arc flash study/labeling
 - Prepare a Power System Study report per specification Section 26 05 73 Electrical System Analysis consisting of arc flash, short circuit, and coordination studies for the new installed power system elements.
 - Assumes 28 electrical busses for SKM software modeling of the new electrical facilities based on Contractor provided information.
 - Includes providing arc flash stickers for installation by Contractor prior to Substantial Completion.
- Receive and review Contractor's required substantial completion submittal, and determine if Project is ready for substantial completion inspection, including:
 - Develop substantial completion submittal checklist.
 - Verify submittal of required documents.
 - Review Contractor Record Drawings.
 - Review Contractor's punch list and ENGINEER's progressive list of incomplete and deficient items and determine if the substantial completion inspection is appropriate in accordance with Contract requirements.
 - Schedule substantial completion inspection, or notify Contractor that the Work has not progressed to point of substantial completion as defined by the Contract Documents.
- Coordinate, conduct and document the substantial completion inspection and issuance of the Certificate of Substantial Completion including:
 - Notify OWNER and design team members of date of substantial completion inspection.

- Prepare and distribute the punch list format to the parties conducting the inspection.
- Conduct the Substantial Completion Inspection.
- Compile the punch list and identify the tentative date of substantial completion, and prepare and issue tentative Certificate of Substantial Completion to OWNER for review and concurrence.
- If there are multiple portions of the Work with different substantial completion dates, prepare a summary of the dates of expiration of the various Correction Periods.
- Upon concurrence of OWNER, issue the definitive Certificate of Substantial Completion and punch list setting the date of Substantial Completion.
- Review progress of corrective action on punch list items and update and re-issue the punch list up to three times. Issue a Certificate of Substantial Completion for the entire or designated portions of the Work.
- Receive and review Contractor's required final completion submittal.
- Coordinate and attend the final inspection meeting and physical walk-through of the Project, including:
 - Schedule the final inspection date and notify Contractor, OWNER and Regulatory Agency.
 - Assemble the various final completion submittal documents, required by the Contract Documents, for the final inspection meeting and review them with the various parties.
 - Conduct, document and distribute the findings of the final inspection.
- Collect closeout documents required by the Contract Documents and forward the documents along with Contractors Final Application and Certificate for Payment to OWNER for processing by OWNER.
- Compile one set of construction project files (submittals, RFIs, change orders, record drawings, permits, written correspondence and documentation, digital photographs, test results, daily reports, work directives, warranties, operational manuals, etc.) and submit to OWNER (electronic).

Assumptions

- Project Closeout may start when Contractor is still on site, but Contractor will be offsite for majority of the closeout period.
- Direct expenses for travel and other related expenses will be billed to OWNER.

Deliverables

- Certificate(s) of Substantial Completion and punch list(s) transmitted to OWNER and Contractor via e-mail in .pdf format.
- Certificate of Final Completion with Contractors Final Application and Certificate for Payment transmitted to OWNER and Contractor via e-mail in .pdf format.
- One complete set of electronic construction project files delivered to OWNER on CD-ROM.

Subtask 5.2 Record Drawings Objective

Prepare record drawings for project.

Approach

- ENGINEER will monitor the status of Contractor's "as-built" drawings monthly at the Construction Progress Meetings. The Design Team will make changes to the contract documents showing field adjustments and changes at the end of the project.
- Prepare final record drawings.
- Provide OWNER with one (1) half-size hard copy set of record drawings (11 IN x 17 IN sheets).
- Provide record drawings in .pdf format for use in the existing Operations Manual (updated for new equipment).

Assumptions

- Contractor will red-line a full size (22"x34") hard copy of the construction contract documents on a monthly basis to incorporate RFIs, field orders, change proposal requests, submittal data, and changes based on records received from both ENGINEER and OWNER.
- Record drawings will be based on construction records provided by Contractor, OWNER and on-site resident project representatives and will be completed within three (3) months of the date of receipt of the marked-up prints and other necessary data from Contractor.
- Direct expenses for travel and other related expenses will be billed to OWNER.

Deliverables

- One (1) hard copy set of full size and half size record drawings delivered to OWNER.
- One (1) electronic copy of record drawings in .pdf format delivered to OWNER on CD-ROM.

Schedule

Assuming this SDC engineering authorization will be issued December 18, 2023 with services beginning January 2024. The following schedule is anticipated:

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Task/Description	Schedule
Task 1 - Construction Administration	January 2024 through May 2025
Task 2 - Construction Engineering	March 2024 through May 2025
Task 3 - Field Services	NA
Task 4 – System Commissioning	March – May 2025
Task 5 – Project Close-out	May – June 2025*

* If the construction NTP occurs after the assumed date, the schedule will be moved by an equal number of days. Not including the one-year warranty inspection after final completion.

Compensation

ENGINEER's total compensation for professional services provided pursuant to this agreement, including labor and overhead costs and expenses, subconsultant compensation, subconsultant mark-up, is estimated to be <u>\$343,900</u> (three hundred forty-three thousand, nine hundred dollars).

Task/Description	Budget
Task 1 - Construction Administration	\$38,400
Task 2 - Construction Engineering	\$227,500
Task 3 - Field Services*	-
Task 4 – System Commissioning	\$28,800
Task 5 – Project Close-out	\$49,200
TOTAL	\$343,900

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*To be determined at a later date.

ENGINEER shall invoice OWNER monthly for ENGINEER's services. Invoices shall itemize costs incurred for each task identified in the scope of work.

This Task Order No.3 is executed by OWNER this _____ day of _____, 202___.

City of Ketchum,	Idaho	Sun Valley Water & Sewer District (SVWSD)	
"OWNER"		"OWNER"	
BY:		BY:	
NAME:	Neil Bradshaw	NAME:	James Loyd
TITLE:	Mayor	TITLE:	SVWSD Board Chairman
ADDRESS:	PO Box 2315	ADDRESS:	P.O. Box 2410
	191 5 th St. W.		
	Ketchum, ID 83340		Sun Valley, ID 83353
DATE:		DATE:	

HDR ENGINEERING,	INC.
"ENGINEER"	

BY:	
NAME:	Jon Osier
TITLE:	Vice President
ADDRESS:	412 E. Parkcenter Blvd Boise, ID 83706
DATE:	



City of Ketchum

CITY COUNCIL MEETING AGENDA MEMO

Meeting Date:	December 18, 2023	Staff Member/Dept:	Jade Riley - Administration
Agenda Item:		•	24056, with McClure Policy, LLC for 24 Idaho Legislative Session.

Recommended Motion:

"I move to approve contract #24056 with McClure Policy, LLC for Governmental Relations Services in a not-to-exceed amount of \$25,000 and to seek reimbursement from Resort City Coalition members."

Reasons for Recommendation:

The scope of work for the contract is:

- 1. Prevent negative/hostile legislation toward Resort Cities.
- 2. Coalition Building: The lobbyist(s) serves as a coordinating resource between all resort cities in Idaho with a goal of speaking with one voice with the Governor's Office and Legislature.
- 3. The Coalition has established the following legislative priorities for the 2024 session:
 - a. Protecting Local Option Tax
 - b. Protecting Short-Term Rental legislation
 - c. To support a possible addition to liquor licensing
 - d. To advocate for more state funds for workforce housing
 - e. To advocate/support childcare funding
 - f. To continue our conversations with the Idaho Department of Transportation on uniform needs.

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

Sustainability Impact:

None.

Financial Impact:

None OR Adequate funds	This contract can be funded via the General Fund Contingency budget. A
exist in account:	three-tiered funding structure has been proposed consisting of small towns
	at \$275, mid-sized at \$575, and larger communities at \$2,750 (a 10%
	increase from last year). Should full financial participation occur, the net cost
	to the City of Ketchum would be \$8,725 (vs. \$12,500 in FY23).

Attachments:

1. Proposed Purchase Order/Contract #24056

CONSULTING SERVICES AGREEMENT

THIS CONSULTING SERVICES AGREEMENT ("Agreement") is made and entered into by and between McClure Policy, LLC (McClure) an Idaho limited liability company with principal offices in Boise, and the City of Ketchum (Ketchum) an Idaho municipality.

In consideration of the mutual promises hereinafter set forth, it is agreed by and between the parties as follows:

- 1. The initial term of this Agreement shall be for five (5) months starting December 1, 2023 and terminating on April 30, 2024 unless terminated by either party in accordance with the provisions of Paragraph 6 of this Agreement.
- 2. Ketchum hereby retains McClure to assist with lobbying and government affairs services in the state of Idaho on behalf of the Resort Cities Coalition (RCC). Such services shall involve informing, advising and lobbying on behalf of RCC on matters relevant to Idaho's resort cities. In particular, McClure will work to: (1) protect the resort cities local option tax; (2) support funding for affordable workforce housing; (3) reinforce local autonomy of short-term rentals; (4) assist with efforts to update Idaho's liquor laws; (5) cultivate positive relationships between RCC and state agencies such as ITD; and (6) communicate regularly with RCC via weekly zoom calls and written updates during the legislative session. Emily McClure shall register as a lobbyist on RCC's behalf and will use her best efforts to represent RCC in state government affairs. Emily McClure's colleagues Blake Youde of Youde & Associates, LLC and Hailie Johnson-Waskow of Waskow Policy, LLC will also register as lobbyists on behalf of RCC and will use their best efforts to represent RCC in the same capacity.
- 3. In consideration of McClure's services, Ketchum shall pay five thousand dollars (\$5,000) each month, for a total five-month contract of \$25,000. In addition, Ketchum shall reimburse McClure for reasonable and customary expenses, including but not limited to, legislative entertainment expenses and in-state travel expenses incurred in fulfilling obligations under this Agreement.
- 4. McClure will provide its own office, supplies and support staff as necessary for the performance of government affairs services. It is further understood that McClure will be an independent contractor and not an employee of Ketchum and as such, McClure will be responsible for its own insurance, as required by law. McClure shall indemnify and hold harmless Ketchum, RCC, its affiliates, and its respective officers, directors, agents, and employees from any and all claims, demands, losses, causes of action, damage, lawsuits, judgments including attorneys' fees and costs, arising out of, or relating to, McClure's services under the Agreement, except to the extent that such claims, liability, losses or expenses arise from or in connection with any act or omission of the City of Ketchum, its officers, trustees, employees or agents.
- 5. McClure will submit oral and/or written reports, as appropriate and as requested to such persons as RCC shall direct, regarding activities undertaken pursuant to this Agreement.

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- 6. This Agreement may be terminated at any time by either party without cause on thirty (30) days written notice.
- 7. This Agreement is a personal services agreement and shall not be assigned or transferred in whole or in part by either party, except as described in paragraph 2.
- 8. Jade Riley is the City Administrator of Ketchum and is authorized to enter into this agreement on behalf of Ketchum.

IN WITNESS THEREOF, the parties hereto have executed this 18th day of December 2023.

City of Ketchum

McClure Policy, LLC

Neil Bradshaw, Mayor

Emily McClure, Principal McClure Policy, LLC

ATTEST

Trent Donat, City Clerk & Business Manager

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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: 24056

To:	Ship to:
5931 MCCLURE POLICY, LLC 5940 S SCHOONER PL BOISE ID 83716	CITY OF KETCHUM PO BOX 2315 KETCHUM ID 83340

P. O. Date	Created By	Requested By	Department	Req Number	Terms
12/12/2023	КСНОМА	КСНОМА		0	

Quantity	Description		Unit Price	Total
1.00	LOBBYIST CONSULTING AGREEMENT	01-4193-9930	25,000.00	25,000.00
		S	SHIPPING & HANDLING	0.00
			TOTAL PO AMOUNT	25,000.00



City of Ketchum

CITY COUNCIL MEETING AGENDA MEMO

Meeting Date:	December 18, 2023	Staff Member/Dept:	Jade Riley
Agenda Item:	Recommendation to ap Employee Handbook.	oprove Resolution 23-0	21 for the updated City of Ketchum

Recommended Motion:

"I move to approve Resolution 23-021 for the updated City of Ketchum Employee Handbook."

Reasons for Recommendation:

- Existing handbook has not been updated since 2015.
- City retained BestDay HR to review handbook for all federal/state employment regulations as well as best practices.
- An Employee Engagement Committee was formed consisting of two representatives from all departments to ensure strong employee participation during the update process.
- Council reviewed and approved the proposed changes at the December 4, 2023 meeting.

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

None.

Financial Impact:

None OR Adequate funds	None.
exist in account:	

Attachments:

/	
1.	Resolution #23-021
2.	2023 Updated Handbook

RESOLUTION NUMBER 23-021

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KETCHUM, IDAHO, TO APPROVE AND ADOPT AN UPDATED EMPLOYEE HANDBOOK.

WHEREAS, the City of Ketchum retained human resource professionals (BestDayHR) to update all city employment and human resource-related policies to be in compliance with Idaho and federal employment laws.

WHEREAS, a cross-departmental employee engagement committee was created to ensure strong employee participation during the update process.

WHEREAS, a diligent review and discussion of the amended handbook has been held by the City Council.

WHEREAS, staff will provide training to all departments to ensure understanding and adherence of handbook policies.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF KETCHUM IDAHO:

Approval and adoption of an updated employee handbook.

This resolution will be in full force and effect upon its adoption this 18th day of December 2023.

CITY OF KETCHUM, IDAHO

Neil Bradshaw Mayor

ATTEST:

Trent Donat City Clerk



City of Ketchum, Idaho Employee Handbook

Revised and Adopted December 18, 2023

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WORKING AT THE CITY OF KETCHUM

Welcome to the City of Ketchum. We are grateful you have joined us. The following is information we believe will help you as you begin your career with the City.

The City is a political subdivision of the State of Idaho, though it is not a part of state government. The City Council serves as the governing body for the City. The City Council's primary authority is to establish terms and conditions of employment with the City administration. The City Council also appoints personnel to help carry out its administrative responsibilities.

The responsibility and authority for the enforcement and administration of the policies and procedures set forth herein are vested in the Mayor, City Administrator, and Department Supervisors.

As with all elected public officials, the City Council is ultimately responsible to the voters of the City of Ketchum. The terms set forth in this Handbook reflect public entity policy at the time of its approval, but they are subject to change at any time, without prior notice, and at the sole discretion of the City Council.

Only the City Council has authority to establish general policy for the City employees. Each employee should recognize that even when serving as an employee in the office of an elected or appointed official, that individual remains an employee of the City. The terms and conditions set forth in this Handbook, and in the resolutions and policy statements which support it, cannot be superseded by any other official's commitment, without the express written agreement of the City Council. That is particularly true for terms or conditions which would establish a financial obligation for the City now or in the future. It is important that all employees understand the relationship between policy adopted by the City Council and department policy implemented by other elected officials.

EMPLOYEE POLICY HANDBOOK

The purpose of the Employee Handbook (Handbook) is to inform employees of the City's general personnel policies and to ensure uniform application throughout City departments. The Handbook is not all-inclusive, but addresses the topics most likely to be encountered in the City's day-to-day operations.

The policies in this Handbook are not intended to supersede City ordinances or other applicable laws; and in case of any conflict between these policies and such ordinances or laws, the latter shall prevail.

THE POLICIES IN THIS HANDBOOK ARE NOT INTENDED AND SHALL NOT BE CONSTRUED TO CONSTITUTE AN EXPRESS OR IMPLIED CONTRACT OF EMPLOYMENT. The City reserves the right to change or rescind these policies and regulations with or without notice, and to determine the application of these policies to specific circumstances. The City further reserves the right to alter or eliminate any benefits provided to its employees. Any alteration, elimination or revision may be made applicable to current as well as future employees.

The Handbook will be maintained on the City's Inside web page. Departments shall provide employees without computers, access to a department computer upon request in order to access the Handbook. All employees shall read the electronic policies regularly, check for changes or revisions, and abide by their content. Employees who have questions about the policies contained

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in the Handbook, including any changes or revisions, shall contact their supervisor for explanation and clarification. Being aware of and understanding the City's policies contained in the Handbook is the employee's responsibility.

Certain provisions of this Handbook state that disciplinary action may result from specified conduct. The inclusion of these provisions does not, and is not intended to limit, in any way, the imposition of disciplinary action for other types of conduct or for other reasons.

The provisions of this Handbook apply to all City employees, except as otherwise specified within the Handbook or by ordinance, state or federal statute, rule, regulation, or collective labor agreement. Bargaining unit employees shall refer to their collective bargaining agreements for applicable terms and conditions of employment. This handbook shall apply for any topic or situation not superseded by the collective bargaining agreement.

Any matter not specifically covered by the Handbook or departmental rules and procedures shall be administered by the City Administrator in a manner consistent with the Handbook.

WAIVER OF RULES: The City Administrator reserves the right to temporarily waive any policy in specific instances when such waivers are legal, warranted and justified in the interests of a more effective and responsive system of personnel administration. Any subsequent changes from the City will supersede the contents of this Handbook.

If any chapter, section or portion of this Handbook is found to be invalid by a duly constituted authority, it shall not affect the validity of the balance of these policies and procedures. If any portion of these policies and procedures are in conflict, the most recent amendments shall apply.

EQUAL EMPLOYMENT OPPORTUNITY

The City is committed to providing equal employment opportunity for all persons without regard to race, color, religion, gender, age, national origin, sexual orientation, gender identity, disability, veteran status, or any other applicable legally protected status.

Equal opportunity extends to all aspects of the employment relationship, including hiring, transfers, promotions, training, discipline, working conditions, compensation, benefits, and other terms and conditions of employment.

Additionally, the City is committed to providing an employment environment that is free from discrimination and harassment. All individuals associated with the City are expected to conduct themselves at all times so as to provide a working atmosphere free from discrimination and harassment.

Employees who believe they have been subjected to discrimination or harassment related to their race, color, religion, gender, age, national origin, sexual orientation, gender identity, disability, veteran status, or any other applicable legally protected status should report the behavior in accordance with the processes outlined in this Handbook.

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PROHIBITION AGAINST HARASSMENT, BULLYING, AND RETALIATION

1. Discrimination and Harassment

Discrimination and harassment consist of unwelcome conduct, whether verbal, physical or visual, that is based on a person's race, color, religion, gender, age, national origin, sexual orientation, gender identity, disability, veteran status, or any other applicable legally protected status. Discrimination or harassment that affects job benefits, interferes with an individual's work performance, or creates an intimidating, hostile, or offensive work environment will not be tolerated.

A specific category of harassment is sexual harassment. Sexual harassment is unwelcome sexual advances, requests for sexual favors or visual, verbal, or physical conduct of a sexual nature when: (1) submission to such conduct is made a term or condition of employment; (2) submission to or rejection of such conduct is used as a basis for employment decisions affecting the individual; (3) such conduct unreasonably interferes with an employee's work performance or creates an intimidating, hostile or offensive working environment; or (4) employment, pay, benefits, title, position or other opportunities for advancement or training are conditioned on the submission to such unwelcome sexual advances or requests.

The following are examples of prohibited conduct that violate the City's prohibition against discrimination and harassment:

- Threats, intimidation, hostile acts, ridicule, gestures, or offensive conduct regarding one's protected status.
- Slurs, "slang," derogatory, or other verbal conduct that denigrates or shows hostility or aversion toward an individual
- Jokes or pranks regarding one's protected status or mimicking speech/accent.
- Oral, written, visual, or electronic material that stereotypes, degrades, belittles, mocks, or shows hostility toward one's protected status.
- Display or circulation of offensive printed, visual, or electronic materials or pictures.
- Unwanted physical contact or sexual conduct of any kind, including flirtations, touching, advances, propositions, or requests for sexual favors.
- Verbal comments of a sexual nature such as derogatory comments, sexually explicit jokes, sexual innuendo, or comments about a person's body.
- Visual conduct such as leering or staring at one's body parts or making sexual gestures.
- Verbal or physical conduct that is directed at an individual because of their sex or sexual orientation.
- Stereotyping or denigrating terms about a person's physical or mental disability.
- Conditioning a raise or promotion on sexual favors.

This list provides examples and is not all-inclusive. Courteous, respectful, non-coercive interactions between employees that are welcomed by both individuals are not in violation of this policy.

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2. Bullying

The City requires employees to treat one another with dignity and respect. The City will not tolerate any degree of bullying behavior. Bullying is an ongoing and deliberate misuse of power in relationships, by one or more individuals, through repeated verbal, physical and/or social behavior that intends to cause physical, social and/or psychological harm. It is abusive conduct that may include:

- Threatening, humiliating, or intimidating behaviors;
- Work interference/sabotage that prevents work from getting done;
- Verbal or physical abuse.

The following conduct will not be tolerated and are examples of bullying treatment.

- Verbal bullying. Slandering, ridiculing, or maligning a person or their family; persistent namecalling that is hurtful, insulting or humiliating; using a person as the butt of jokes; abusive and offensive remarks.
- Physical bullying. Pushing, shoving, kicking, poking, tripping, assault or threat of physical assault, damage to a person's work area or property.
- Gesture bullying. Nonverbal gestures that can convey threatening messages.
- Exclusion. Socially or physically excluding or disregarding a person in work-related activities.

3. Protection Against Retaliation

The City forbids retaliation of any kind against employees who in good faith report discrimination, harassment, and/or bullying prohibited by any of its policies or against employees who participate in any investigation of such complaints. This means that an employee will not suffer economic harm, including but not limited to a loss of wages or benefits, as punishment for making a good faith report of violations of this policy or for participating in an investigation of such reports. If an employee feels they have been subjected to any form of retaliation, they should report the conduct to the City Administrator. If the City Administrator is the subject of the complaint, the employee should report concerns to the Mayor or the City's human resources representative.

4. Complaint Reporting and Handling

All employees of the City are responsible for helping to enforce this policy against discrimination, harassment, bullying, and/or retaliation. The reporting procedure outlined below should be used by any employee who believes they have been subject to, or have witnessed, workplace discrimination, harassment, bullying, or retaliation. The City's reporting and handling procedure provides for a prompt, thorough, and objective investigation as well as appropriate disciplinary action.

The unwanted behavior should be addressed immediately. The employee should tell the
offender that the behavior in question is not acceptable, needs to stop, and any repeat of the
behavior will be reported. An offender could include another City employee or any other person
that interacts with the employee while the employee is at work or performing work for the City.
If an employee is uncomfortable confronting the offending individual, if the conduct is serious in
nature irrespective of any attempt to tell the individual to stop, or if the behavior did not stop

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upon the employee's request, the employee should immediately report the conduct as outlined below.

2. The City has several options for reporting potential violations of this policy. As soon as possible, any employee who believes they have been subjected to any form of discrimination, harassment, bullying, or retaliation or have observed or are otherwise aware of such conduct, should provide a written or verbal report to their supervisor or the City Administrator. If the supervisor or City Administrator potentially violated this policy, employees can bring their concerns to the City Attorney. The report should be dated and signed and include details of the incident(s), the names of individuals involved, the names of any witnesses, and any documentary evidence (notes, pictures, emails, etc.).

The City endeavors to protect the privacy and confidentiality of all parties involved but cannot assure complete confidentiality. Confidentiality is maintained on a "need to know basis" to the extent permitted by the circumstances and consistent with the City's obligations to conduct an effective investigation. A timely resolution of each complaint will be reached, and appropriate corrective action, up to and including termination, will be taken promptly against any employee engaging in discrimination, harassment, bullying, and/or retaliation. Employees are expected to take full advantage of the complaint reporting procedures, as well as any preventive measures or corrective opportunities that the City provides to avoid any discrimination, harassment, bullying, and/or retaliation.

REASONABLE ACCOMMODATION

1. Disability and Religious Accommodations

In compliance with applicable laws ensuring equal employment opportunities to qualified individuals with disabilities and to individuals whose sincerely held religious beliefs conflict with work obligations, the City will work with employees to provide a reasonable accommodation. A reasonable accommodation is a change or adjustment to the job application process, work environment, or work processes that would make it possible for a qualified individual with a disability to perform the essential functions of the job or an adjustment to the work environment that will allow the employee to comply with their religious beliefs.

An employee who requires an accommodation should contact their supervisor or the City Administrator and request an accommodation. The employee should specify the need for accommodation and that it is requested due to an inability to perform essential job functions or due to a conflict between religion and work. While the employee may request certain accommodations, the City may propose and may decide on alternative reasonable accommodation. The City will make an individualized assessment and provide employees with a reasonable accommodation, unless doing so would result in an undue hardship to the City or a direct threat to the health or safety of themselves or others that cannot be reduced or eliminated by reasonable accommodation.

2. Pregnancy Accommodation

The City will provide reasonable accommodations to employees and applicants with limitations related to pregnancy, childbirth or related medical conditions, unless the accommodation will cause undue hardship to the City's operations.

An employee or applicant may request an accommodation due to pregnancy, childbirth or a related medical condition by submitting the request in writing to their supervisor. The accommodation request should include an explanation of the pregnancy-related limitations, the accommodation needed and any alternative accommodation(s) that might be reasonable. Depending on the nature of the accommodation, the individual may be requested to submit a statement from a health care provider substantiating the need for the accommodation.

Upon receipt of a request for accommodation, the supervisor will contact the employee or applicant to discuss the request and determine if an accommodation is reasonable and can be provided without significant difficulty or expense, i.e., undue hardship.

While the reasonableness of each accommodation request will be individually assessed, possible accommodations include allowing the individual to:

- Sit while working.
- Drink water during the workday.
- Receive closer-in parking.
- Have flexible hours.
- Receive appropriately sized uniforms and safety apparel.
- Receive additional break time to use the bathroom, eat and rest.
- Take time off to recover from childbirth.
- Be excused from strenuous activities and/or activities that involve exposure to compounds deemed unsafe during pregnancy.

The City will not require an employee to take time off if another reasonable accommodation can be provided that will allow the employee to continue to work.

EMPLOYEE SELECTION, COMPENSATION, TIMEKEEPING, AND SCHEDULES

1. Employment Status

Employees of the City are considered **"AT WILL"** and may be terminated with or without cause absent prior notice, regardless of any clause in this Handbook. Employee wages or salary, benefits, and job duties are affected, in part, by an employee's classification and job title. However, none of the employee classifications create permanent employment status for any City employee. The primary classes of employees and their respective status is outlined as follows:

Full-Time Employee: Employees whose typical work schedule calls for thirty (30) or more hours of scheduled work during each seven (7) calendar-day payroll period. Full-time employees shall receive employee benefits provided by the City as such benefits now exist or may be subsequently changed.

Part-Time Employee: Any person who works less than thirty (30) hours a week, whose employment is expected to be on a continual basis in a regularly budgeted class or position. Such persons are considered "employees" but do not receive benefits of full-time employees, nor do they enjoy any appeal rights, unless approved by the City Administrator.

Temporary/Casual/Seasonal Employees: Employees who provide services for the City on a a) seasonal basis or b) temporary basis or c) whose scheduled hours of employment for the entity are typically fewer than nineteen and three quarters (19.75) hours during each seven calendarday payroll period are classified as casual employees. Casual employees will receive no benefits provided to regular employees, except those required by law or those provided by express written authorization. Employees who average 20 hours or more of work over a six-month period are required to join the PERSI state retirement plan and pay the employee contributions as outlined under PERSI rules.

Paid On-Call Firefighters: The Ketchum Fire Department is a combination department comprised of full-time staff and paid on-call employees. The paid on-call members of the Fire Department are not covered by this Handbook. A separate handbook sets forth personnel rules for these employees.

Significance of Employee Classification. The procedures for hiring, promotion, and transfer of full-time employees shall be subject to the provisions of this policy. Disciplinary and appeal actions concerning part-time or casual/ seasonal and temporary employees are not subject to guidelines set forth in this Handbook.

Statutory Employees. Appointed officers, pursuant to Idaho Code, are the City Clerk, Treasurer, City Attorney, Chief of Fire Services, and City Administrator. The terms and conditions of employment of these appointed officers is pursuant to applicable Idaho law, employment documentation between the City and the specific individual, or as outlined in this Handbook. Unless specifically agreed to otherwise, these appointed officers are at-will employees.

2. Recruitment and Selection

a. Recruitment and Selection Guides

The City typically uses a competitive hiring process to fill regular full and part-time positions. However, the Mayor, City Council, and/or City Administrator may determine, consistent with business needs, to select staff by whatever employment process deemed reasonable providing it is consistent with applicable laws.

A Department Head shall notify the City Administrator in writing when a vacancy is anticipated or occurs in the department.

When using a competitive hiring process, vacant positions will be posted to allow external and internal applicants to apply. Typically, positions are posted for a minimum of five (5) consecutive workdays. A workday is defined as days that City Hall offices are open to the public.

b. Transfers at the City's Request

Transfers of current employees may be made at the City's request to satisfy management or operational needs. Additionally, a current regular employee who has gone through the City's competitive hiring process may be transferred or promoted into a regular position within their own or another department, without having to post the vacancy, provided the employee is qualified for the position and the transfer/promotion is approved by the respective Department Heads and City Administrator.

c. Employment Forms to be Completed

The following pre-employment forms must be completed before an employee may begin work for the City:

- Employment application form.
- Background check
- Drug test, if applicable to the position
- CDL Driver's only drug screening
- Immigration form (I-9).
- Insurance information for self and dependents.
- Completion of W-4 Form.
- Direct deposit ACH authorization form
- Acknowledgement and Receipt of Employee Handbook.

d. Employee Personnel Files

The official employee records for the City shall be kept in the office of the City Treasurer. Within these personnel files will be kept all records of payroll, employee performance evaluation, employee status, and other relevant materials related to the employee's service with the City. Materials may be contributed by any supervisory personnel and the employee, as long as the material is relevant to the employee's performance and tenure.

e. Access to Personnel Files

It is the policy of the City to allow limited access to the personnel files as required by law. Based upon the inherent confidentiality of personnel matters, access to other employees' personnel files shall be only with the authorization of the City Administrator, Mayor, City Treasurer, or the City Attorney. Department Heads, or Division Managers, with approval from the Department Head, are authorized to review personnel files of their department.

Information regarding personnel matters will only be provided to outside parties with a release from the employee or in limited circumstances where the release is deemed necessary with the concurrence of

the City Treasurer who supervises the records and the City Attorney. Each employee shall have the right to review materials placed within their employment file at any reasonable time. Copies of materials within a personnel file are available to each employee without charge. However, personnel files shall not be removed from the premises where they are kept.

3. Employee Compensation

a. Compensation and Benefits Approach

The City takes a wholistic approach in providing compensation and benefits. Regarding compensation, the City's aim is for employees to feel valued and financially supported. Regarding benefits, the City's aim is for employees to have an understandable variety of benefits to address varied individual needs. In striving to achieve these aims regarding compensation and benefits, the City evaluates the following components:

- Fiscal responsibility and an acknowledgement that the City has one budget and values long-term financial forecasting to try and create stability for its employees
- Internally equitable
- Externally competitive and comparable in the marketplace
- Recognition for employee contributions, performance, skills, certifications, and accomplishments

b. Compensation Administration

An employee's rate of pay is based on an assessment of the position, training, experience and the market for similar jobs. An increase in the wage rate or salary is dependent upon City budget considerations as well as each individual employee's job performance.

New hires will be placed at a salary based on their knowledge, education and experience as determined by the Department Head with the approval of the City Administrator, provided it is within the approved appropriation for that department.

c. Compliance with State and Federal Pay Acts

The City shall comply with all State and Federal pay acts respecting the compensation of employees for services performed in the public service.

d. Classification Plan

All employees of the City shall be classified in the position they hold with the City in the following manner:

- a. Elected officials.
- b. Exempt employees (as defined by the Fair Labor Standards Act "FLSA").
- c. Non-exempt employees (as defined by the FLSA).
- d. Part-time or casual employees.

e. On Call and Call Back Pay

On-call time refers to time outside an employee's regularly scheduled work hours during which they have concluded their regular shift and have left the worksite yet is expected 1) to be easily reached by telephone, text, radio or pager, 2) is ready and fit to work, and 3) is expected to respond within one hour to a problem or emergency situation. For on call pay, eligible non-exempt employees will be compensated for two (2) hours of pay at straight time for a twenty-four (24) hour period. On call pay is not considered time worked.

Callback pay refers to unexpected instances when a non-exempt employee is requested to return to work at a time they were not expected to work, or called in to perform work on a day they were not expected to work. Non-exempt employees are guaranteed a minimum of two (2) hours of pay for a call back.

f. Right to Change Compensation

The City reserves the right to change general compensation through the budget process for any reason deemed appropriate by the City Council. Compensation may also be adjusted based upon job performance and the availability of funds to maintain a solvent entity budget.

g. Wage Payment and Overtime

The FLSA requires all employees to be classified according to the provisions of the law. Therefore, for purposes of paying any compensation, all employees are classified as either "Exempt" or "Non-Exempt." Exempt refers to employees who are not covered by and are "exempt" from the FLSA's overtime requirements.

Regular employees who are non-exempt under the FLSA and applicable state wage and hour laws are eligible for either overtime pay or compensatory time at a rate of one and one-half times their regular hourly rate for actual hours worked in excess of forty (40) hours in one FLSA work week. Temporary non-exempt employees are eligible to earn overtime but are not eligible to earn compensatory time. As a condition of employment, the City retains sole discretion to provide non-exempt employees with compensatory time off in lieu of cash overtime.

Part-time non-exempt employees are not eligible for overtime pay or compensatory time until they have worked over 40 hours in their FLSA work week.

Employees who serve as sworn law enforcement officers and as fire fighters will be subject to special exceptions found in the FLSA (See 207K).

According to the FLSA, only actual hours worked are computed for purposes of determining hours worked for overtime calculation. Therefore, the City will not count paid leaves of absence, such as vacation or any other time for which the employee is compensated but does not actually perform work when computing hours worked in a work week, unless specifically outlined in this Handbook.

h. Extra Hours

When required by heavy work demands or customer service needs, the City can require any employee to work extra hours. The City will attempt to give at least one day's notice when extra hours must be worked, but reserves the right to require any employee, exempt and non-exempt, to work extra hours when the need arises.

i. Overtime/Compensatory Time Authorization and Use

Employees shall seek and receive authorization from their supervisor prior to working overtime or accumulating compensatory time. Employees are expected to seek prior approval from their supervisor to use compensatory time. The supervisor shall allow an employee to use the employee's accrued compensatory time within a reasonable amount of time after requested, provided such use does not unduly disrupt the operation of the department or work unit.

j. Compensatory Time Eligibility and Accrual

Non-exempt regular employees are eligible to accrue compensatory time but are not authorized to accrue more than 80 hours of compensatory time during a fiscal year. Non-exempt employees who have accrued 80 hours of compensatory time shall be paid for any additional hours worked in accordance with the City's overtime procedures. Employees must use their compensatory time before using accrued vacation.

k. Payoff of Accrued Compensatory Time

All non-exempt employees' unused, accrued compensatory time balances, in excess of forty (40) hours shall be paid down toward the end of each fiscal year. No payment shall be made for the first 40 hours of accrued compensatory time until separation of employment or as allowed in this policy.

Employees promoted from non-exempt to exempt positions shall be paid for accrued compensatory time prior to their promotion. Non-exempt employees shall be paid for all accrued compensatory time when:

- Changing to a lower paying position and/or
- Changing departments or funds

I. Workweek

The City designates all employees (except shift firefighters) FLSA workweeks to be 12:00 a.m. Saturday through 11:59 p.m. Friday. 9/80 schedules are not permitted for exempt or non-exempt employees. The FLSA workweek has been designated by the City and it shall not be changed for the purpose of avoiding overtime payment. Shift firefighter's workweek is as defined in the collective bargaining agreement.

m. Trading Shifts

A Department Head may allow employees to trade shifts if it will not create an overtime situation in terms of hours worked and provided that: (a) it is voluntarily agreed to by both employees and (b) it is at the employees' request.

n. Volunteered Time

Non-exempt employees of the City shall not "volunteer" time for the purpose of avoiding overtime.

o. Working Out of Classification

Compensation for working out of classification is provided as monetary recognition to an employee for the assumption and performance of duties normally performed by an employee of higher classification.

The assumption and performance of the duties of the higher classification must encompass the full range of responsibilities of the higher classification. This shall not apply to temporary assignments which are made pursuant to prior mutual agreement between the employee and the immediate supervisor for the purpose of providing a training opportunity to the employee, for a mutually agreed upon period of time.

The performance of such duties must be for an extended period of time, wherein a need exists to fulfill the duties and responsibilities of the vacant position. An extended period of time is generally considered as an assumption of duties and responsibilities that will last in excess of thirty (30) calendar days. Pay will be retroactive to the first day those duties were assumed.

Working out of classification compensation for employees shall be allowed only after written recommendation of the Department Head and concurrence by the City Administrator. For employees who are asked to work out of classification as a Department Head, the City Administrator shall recommend a proposed salary adjustment to the Mayor for approval. Recommendation and designation shall be accomplished prior to the assumption of the higher classification responsibilities.

The employee's compensation will be increased to the starting salary of the higher classification in which the employee is substituting, or five percent (5%), whichever is higher.

When the temporary assignment is completed, the employee's salary will be readjusted to its previous level, or the level where it would have attained, including general salary adjustment and step increases, if the out of classification pay had not been made. The employee's date of hire and anniversary date will remain unchanged throughout the temporary assignment.

4. Reporting and Verifying Time Records

It is the responsibility of each non-exempt employee to properly record time that they worked during a payroll period. Each time sheet shall bear the electronic signature of the employee with a statement verifying its accuracy and a counter approval signature by a supervisor indicating that the hours claimed were actually worked. By recording clock in and clock out times and/or by diligently recording any deviations from their regular work hours on their time record, employees are certifying that their time

record accurately reflects their hours worked and absences. Failure to carry out these duties may result in delay in payment and disciplinary action.

5. Pay Periods

Each employee is paid every two (2) weeks, and the regular payday is every other Friday. If the payday falls on a holiday, the payday will occur on the first business day preceding the holiday.

6. Hybrid Work

Hybrid work is when an employee splits their work week or workday between working at a designated onsite City location and their home or another pre-approved offsite location. Hybrid work is meant for unique personal circumstances, requires supervisor approval, and is typically for limited periods of time. There are some City positions that do not align with hybrid work with the main determination being whether all essential job duties can be effectively and safely performed offsite through remote access to the City's technology systems.

Employees that believe they need hybrid work must provide their supervisor:

- A verbal or written request with the reason to perform hybrid work;
- The duration and schedule related to the requested hybrid work;
- Any other relevant information that the employee believes is relevant and/or as the supervisor requests.

If the supervisor approves hybrid work, the employee and supervisor will monitor the hybrid work arrangement to ensure it meets the needs of the City. All relevant City policies and procedures apply to hybrid work. Hybrid work can end at the supervisor's discretion based on the needs of the department and/or the City.

If an employee is denied hybrid work or is informed that a hybrid work arrangement is ending, the employee may request a review of the situation from the supervisor and City Administrator. Ultimately, the decision of the supervisor and City Administrator on the situation is the final determination.

Internet, office set-up, travel costs, including mileage to and from the employee's work responsibilities while performing hybrid work, are ineligible for reimbursement.

Employees are responsible for maintaining their hybrid workspace in a safe condition. Employees are responsible for determining any tax implications, if any, related to maintaining a hybrid workspace.

7. Flexible Schedules and Workweeks

Each City department establishes the work schedules for employees assigned to that department. Because the nature of the work varies across the City, starting and ending times vary according to the needs of individual departments. Consequently, employees may be assigned to begin and/or end their workday outside of the typical 8:30 a.m. to 5 p.m. Monday through Friday schedule. Additionally,

employees may be assigned to work a compressed schedule, or begin and/or end their workweek on a Saturday or Sunday.

Business needs permitting, departments may also offer a flexible work schedule or compressed work schedule to accommodate personal, family, and other obligations. The City permits employees to have flexible schedules and compressed work schedules when such schedules align with the City's and department's business needs.

a. Flexible Schedule and Compressed Schedule

A flexible schedule is a schedule that allows employees to start or end their workday outside the typical 8:30 a.m. to 5 p.m. Monday through Friday work schedule.

A compressed schedule allows employees to work the equivalent of a full 40-hour work week in fewer than five days.

b. Approval Process

Employees who would like to work a flexible schedule and/or compressed workweek shall make their request verbally or in writing to their Department Head or designee. Whether an employee's request is granted is at the discretion of the department in consultation with the City Administrator. Employees' requests for flexible schedules are evaluated on a case-by-case basis and may not be feasible in some departments or for certain positions.

When evaluating an employee's request, the following factors should be considered:

- Nature of the employee's responsibilities;
- Reasons for the employee's request;
- Staffing levels required to maintain service and production levels;
- Department's capacity to handle changing workloads;
- Employee's work record, including punctuality, reliability, productivity, and ability to meet deadlines;
- Potential for an increase in the department's overtime/compensatory time numbers;
- Employee's willingness to depart from a flexible schedule when needed;
- Seasonal or cyclical changes in workloads might restrict the ability to grant flexible schedules during certain times of the year; or
- Other business needs.

Departments are responsible for ensuring flexible schedules are granted in a manner that does not violate the city's Equal Opportunity Employment responsibilities.

If a department is unsure of how a flexible schedule will affect their operations, the department can approve a flexible schedule for a limited period, so they can evaluate whether the flexible schedule interferes with or hinders a business need.

If an employee's request for a flexible schedule is approved, the department shall document the new schedule and its effective date and notify the City Clerk.

As discussed and agreed to between an employee and supervisor, employees may take paid breaks lasting 15 minutes or less, or unpaid meal breaks lasting 30 minutes or more. The agreed upon schedule should align with the needs of effectively providing services and balancing an employee's need for breaks/meal periods during a workday. The City does not expect an employee to adjust their regular work schedule in order to accommodate the taking of a break.

c. Cancelling a Schedule

There is no right to a flexible schedule. The City retains the right to cancel or suspend a flexible schedule. If the timeframe for canceling the flexible schedule is not mutually agreed upon between the department and the employee, the department shall provide the employee with notice at least ten (10) business days prior to canceling the flexible schedule. This timeframe may be shortened based on a stated emergency.

d. Supervisor Review

Supervisors are expected to periodically evaluate how an employee's flexible schedule affects the employee's productivity, leave usage and accruals, the number of overtime or compensatory hours worked, holiday pay, and on-call/call-in pay.

Departments can require an employee adjust their work hours, within the parameters of applicable wage and hour laws and City policies and regulations, to ensure the employee does not work over 40 hours within their FLSA workweek creating an overtime/compensatory time liability for the City.

e. Other Considerations

Non-exempt employees are not restricted from working hours or days outside their approved flexible schedule, providing all alterations to their approved schedule, including hours worked over 40 in the employees FLSA work week, are approved in advance by the employee's supervisor and meet the requirements of the City's wage and overtime requirements. Non-exempt employees can be required to depart from their flexible schedule to work overtime hours.

Exempt employees are expected to work as needed to meet business needs; therefore, a flexible schedule does not restrict exempt employees from working outside their approved schedule, including a flexible schedule.

Flexible schedules resulting in employees regularly working more than 12 hours per day are not permitted unless agreed to by the employee and supervisor and approved by the City Administrator.

As outlined in the Holiday policy, flexible schedules that consist of working more than 8 hours in a day do not change the amount of holiday pay an employee receives.

EMPLOYEE LEAVE, HOLIDAYS, AND BENEFITS

The City offers a number of employee benefits for full-time employees only. These benefit offerings are subject to change or termination in the sole discretion of the City Council or the City Administrator. If a program is terminated and not replaced with comparable benefits, participants will be notified. In some cases, there may be a waiting period before coverage begins. The policy terms may also limit coverage or eligibility depending on the number of hours an employee works. For information on these, consult the applicable benefits booklet or contact your supervisor or the City Administrator.

1. Annual Vacation Leave

a. Full Time Employees

Vacation leave is available to full-time employees who have completed the equivalent of six (6) months of full-time employeent. Each full-time employee, except shift work assigned firefighters, who completes thirty (30) consecutive days of employment with the City accrues paid annual leave according to the length of such consecutive employment as follows:

YEARS OF SERVICE	VACATION ACCRUAL
Up to two (2) years of continuous service	8 hours a month/96 hours a year
Two (2) years, but less than five (5) years of continuous service	10 hours a month/120 hours a year
Five (5) years, but less than ten (10) years of continuous service	12 hours a month/144 hours a year
Ten (10) years, but less than fifteen (15) years of continuous service	14 hours a month/168 hours a year
Fifteen (15) years, but less than twenty (20) years of continuous service	16 hours a month/192 hours a year
Twenty (20) years of continuous service or more	20 hours/240 hours a year

i. Shift Work

Shift work firefighters shall accrue vacation leave in accordance with the effective Collective Bargaining Agreement.

b. Accrual Limits

The maximum accrual for regular, full-time employees is 300 hours.

An employee shall receive supervisor approval to take vacation time. Whenever possible, vacations are scheduled as requested by the employee, subject to the City's needs in ensuring proper service coverage and in balancing the various requests of employees. For purposes of leave accrual, all past service shall be included in determining the duration of employment, provided that such service is continuous with no separation longer than six (6) months, or military service, or on written approved leave of absence or under conditions of reinstatement.

Upon separation from employment, after six (6) months' continuous service, all employees shall receive a lump-sum payment for earned, but unused vacation leave at the hourly rate of pay for the employee's grade and step. Nonexempt employees also receive a lump sum payment for unused compensatory time. Where possible, such payment, in addition to the regular salary payment, shall be made to the employee on the regular payroll immediately following the employee's termination. In the event of an employee's death, payment for accrued vacation leave shall be made to the employee's estate.

2. Holidays

Twelve official holidays are provided for full-time employees. A paid holiday is computed at the employee's regular rate of pay. A paid holiday in which the employee does not work shall be considered time worked for the purpose of overtime or compensatory time calculations for non-exempt employees.

Employees who have full-time active status on the date of any holiday shall receive compensation for that day even though they do not work on the holiday as long as the holiday falls on the employee's regularly scheduled workday. The City Administrator, as necessary, may change the holiday schedule at any time.

Eligible holiday hours for regular employees equates to 8 holiday hours for employees working 30 or more hours per week. If a non-exempt employee is typically scheduled to work more than 8 hours, such as a 4/10 shift, in order to not receive a reduction in pay, the employee may account for the excess scheduled hours by:

- Using accrued vacation
- Using accrued compensatory time
- Flexing their schedule within the same FLSA workweek with supervisor approval
- Taking leave without pay

For example, if a full-time employee is regularly scheduled to work 10 hours and is eligible for an 8-hour holiday, the employee has the option of accounting for the remaining two hours by using vacation, compensatory time, taking leave without pay, or by working two additional hours within the same FLSA workweek with prior supervisor approval. Supervisors are encouraged, if business needs allow, to accommodate an employee's request to flex a work schedule. Sick leave shall not be used to make up the extra hours.

If a holiday falls during an employee's vacation, the holiday will not count as a vacation day.

Employees shall not be compensated for unused holidays upon separation of employment.

a. Holidays Falling on Days Off

Generally, for employees who work Monday through Friday, holidays falling on Saturday are observed on the preceding Friday and those falling on Sunday are observed on the following Monday. However, when a designated holiday falls on an employee's regularly scheduled day off, other than Saturday or Sunday, the employee shall receive straight compensatory time for the number of eligible holiday hours allowed.

b. Working on a Holiday

If a non-exempt employee is required to work on a holiday, the employee will receive 1.5 times the normal hourly rate for all hours actually worked on the holiday, plus 8 hours of holiday pay. At the employees discretion, the holiday hours may be awarded in compensatory time.

c. Recognized Holidays

New Year's Day	Labor Day
Martin Luther King, Jr./ Human Rights Day	Veteran's Day
President's Day	Thanksgiving Day
Memorial Day	Day After Thanksgiving
Juneteenth	Christmas Eve Day
Independence Day	Christmas Day

In addition, any day appointed by the President of the United States, or by the Governor of the State of Idaho, or the Mayor of Ketchum for a holiday.

3. Leave

a. Sick Leave

Qualified employees begin to earn sick leave at the completion of the first full month after the date of hire. Full-time employees accrue sick leave benefits at the rate of 9 hours for each calendar month of continuous employment. Part-time employees and seasonal employees do not earn sick leave benefits. Employees do not earn sick leave benefits during any portion of a leave when they are not receiving their regular wages.

Sick leave may be used for the employee and when the employee is attending to their immediate family members. Sick leave can be used for the following reasons:

- Illness or injury
- Health care visits
- Mental and emotional health needs
- Preventative self-care

When a business need arises regarding the use of an employee's sick leave, the City may request medical certification from the employee. Employees may be required to present a fitness-for-duty release from their health care provider prior to returning to work.

Employees who know in advance that they need to use sick leave shall provide their supervisor as much notice as possible. If an emergency or sudden illness prevents the advance notification, notification shall be provided as soon as possible.

Employees that use sick leave for reasons that qualify under the Family and Medical Leave Act (FMLA) shall comply with the FMLA's procedural requirements addressed in the Family Medical Leave section.

Upon supervisor review and approval, a non-exempt employee may be entitled to compensatory time in a workweek where the employee takes sick leave and also works outside of their regular hours of work. This provision may also apply to other approved special circumstances.

All sick leave shall be forfeited at the time of separation from service, and no employee shall be reimbursed for accrued sick leave at the time of separation; however, if the employee is reinstated to service within ninety (90) days after the date of separation, all sick leave credits accrued at the time of separation shall also be reinstated.

Notwithstanding the above, employees with a minimum of ten (10) years of service qualify for a payment for a portion of their accumulated sick leave at the time of separation. This payment is computed as follows:

- Retirement after ten (10) years of continuous employment:
- Cap of 1,080 hours or fifty (50) % of accrued sick leave hours, whichever is less, times current Idaho hourly minimum wage.
- Retirement after fifteen (15) years of continuous employment:
- Cap of 1,620 hours or seventy-five (75) % of accrued sick leave hours, whichever is less, times current Idaho hourly minimum wage.
- Retirement after twenty (20) years of continuous employment:
- Cap of 2,200 hours or 100 (100) % of accrued sick leave hours, whichever is less, times current Idaho hourly minimum wage.

At the election of the employee this payment can be either:

• A cash payment to the employee, a cash payment deposited directly into employee's 401k or other qualified retirement savings plan, or a combination of both (up to the qualifying limits), or

- Used to pay for a continuation of the City's Medical/Dental Insurance coverage for that employee and/or their family as proscribed by COBRA, or
- Used to pay the premiums for some other Medical Insurance Plan for which that employee and/or their family qualify, <u>or</u>
- Deposited directly into a qualifying Health Savings Account (HSA) type of Medical Insurance Plan (up to the qualifying limits).

b. Bereavement Leave

Up to three (3) days of additional paid leave of absence for a death in the immediate family (spouse, parents, grandparents, children, grandchildren, brothers and sisters). This time off may be used to arrange for and attend a funeral or memorial service and to attend to other family matters. Additional leave may be granted from accrued vacation and/or sick leave. When there are unique circumstances related to bereavement leave and the employee needs additional time off, the employee should confer with their supervisor and the City Administrator.

c. Leaves of Absence

The City Administrator, after recommendation by the supervisor, may grant up to fifteen (15) days unpaid leave for any justifiable purpose when the employee's vacation and sick leave has been exhausted. An employee may request, in writing, an unpaid leave of absence for up to fifteen (15) days. However, no employee is guaranteed a leave of absence. Unpaid leave in excess of thirty (30) days shall require written approval of the City Council.

Because of fluctuating City needs, the City cannot guarantee reemployment when an employee's leave of absence expires. If the employee's position or comparable position is not available, the employee's name will be placed on a hiring list and considered for future vacancies if the employee meets the qualifications.

d. Compensation while Serving on Jury Duty or as a Witness in a Court Proceeding

Employees receiving a jury summons or a summons to appear as a witness in a court proceeding should immediately advise their supervisor so arrangements can be made to accommodate the absence. In recognition of performing the responsibilities of a citizen, leave will be granted to full-time employees called to jury duty or to serve as a court witness. Full pay will be provided during the first three days of service. The City will pay the difference between the income employees receive from a scheduled forty (40) hour work week and the compensation received for jury duty, excluding mileage compensation. After the first three days employees may elect to use accrued vacation time or an unpaid leave of absence. Special allowance may be made by the City Administrator upon a showing of inordinate hardship.

If employees are dismissed from jury duty before the end of the workday, they must report to their supervisor for instructions on whether to return to work for the remainder of the workday.

In the event that the commitment to a trial may last for an extended period of time, employees must notify their supervisor. Jury duty for an exceptionally long duration may be compensated upon the discretion of the City Administrator.

e. Military Leave

A paid leave of absence will be granted to participate in ordered and authorized field training, subject to a maximum number of days as set by the Department Head. The City will comply with the provisions of applicable federal and state laws related to leaves of absence for military service. If paid leave is not available, employees who are required to attend annual military training or other active military duty may take the time as either regular vacation or unpaid leave.

f. Compassionate Leave

Employees may donate leave time to any City employee who has exhausted their sick leave time and who requires absence from work due to illness or injury in accordance with FMLA. The following applies to donations:

- Donations may be made in a minimum of 1 (one) hour increments. For every hour of sick, vacation or compensatory time donated by the donor, the recipient will be credited with one hour of sick leave. The pay levels of the two employees shall not affect the transaction.
- A donating member must retain a minimum of 144 hours of sick leave for their own use.
- A recipient can receive a combined maximum to the equivalent of the maximum allowable leave time in accordance with FLMA.
- An employee who returns to work either on a limited duty or on a part time basis may continue to use the donated time up to the maximum allotment.
- The donated time will not count as the donor's hours worked in any pay period.
- Participation as a donor is voluntary. A donor cannot be directly or indirectly intimidated, threatened, or coerced, or promised any benefit by any employee for the purpose of donating or using leave.
- Unused donated time will be returned to the donor or donors in the event the time is no longer needed.
- Donated time shall not count towards any leave cash out or conversion to retirement upon the employee's separation from the City.

g. Parental Leave

The City recognizes that it is in a unique position to be a model for other government organizations. As such, in an effort to provide an opportunity for parents to bond and welcome a new child to their family, the City offers paid parental leave.

Parental leave is available to regular, full-time employees, regardless of gender.

Employees become eligible for parental leave the first day of the month following 6 months of regular employment. The leave may be used only for the birth of the employee's natural child or adoption of a child (up to the age of 18 years old) in order to promote bonding with the child. When an employee is eligible for Family Medical Leave (FMLA), paid leave under this program will run concurrently with FMLA (please refer to the Family and Medical Leave policy for details). Employees shall designate, at the time they request FMLA, when parental leave will be used during the FMLA period. FMLA eligibility does not dictate parental leave eligibility.

Parental leave refers to paid time off following the birth of an employee's natural child or the legal placement of a child with an employee for the purposes of adoption. The maximum amount of paid parental leave is six (6) work weeks. However, employees may be eligible for additional leave, such as Family and Medical Leave, which may be paid or unpaid as outlined in that policy.

Parental leave may be taken in a single, continuous block of time or in one workday increments. However, employees are only eligible for parental leave one time in the 12 months following the birth/adoption date.

The employee's actual workweek counts as a week of leave regardless of the number of hours worked.

Parental leave shall be requested at least 30 days prior to the child's anticipated due date/adoption date, absent any unforeseeable circumstances.

4. Benefits

The City, through the City Administrator, reserves the right to change, condition, or terminate any benefits set forth in this section. No employee shall acquire any rights in any current or future status of benefits except as law otherwise requires.

a. Benefits for Part-time or Casual/ Seasonal Employees

Part-time or casual/ seasonal employees shall only receive Worker's Compensation Insurance and hours worked.

b. Insurance Coverage

The City provides health, vision and dental insurance to full-time employees and offers family coverage at the employee's option. Insurance coverage begins on the first day of the month following the start of employment with the City. All coverage is subject to policy terms and to change at any time. Claims procedures are administered by the City Treasurer's Office.

Limited life insurance coverage and limited disability programs may be provided to full-time employees. Questions regarding the terms of these programs should be directed to the City Treasurer.

Worker's Compensation insurance covering job-related injuries is provided for all employees. Questions about worker's compensation insurance should be directed to the City Treasurer's Office.

c. Retired Employee's Health Insurance

The City offers health insurance to retired employees under the following conditions and eligibility rules:

1. An employee must be a full-time, active employee of the City and enrolled under the III-A plan for a period of at least one year prior to being eligible for the benefit. Elected officials are excluded from coverage.

- 2. Attain the Rule of 80/90 as defined by PERSI (For purposes of the definition of the Rule of 80/90 the PERSI definition applies, notwithstanding whether an employee is participating in PERSI, or
- 3. An employee may retire early if:
 - a. Employment ends employment after meeting the minimum age requirement, and
 - b. Employee has at least 60 months of full-time employment with that employer or 60 months of credited service, whichever applies.
- 4. Minimum Age Requirements for Early Retirement
 - a. General members—The minimum retirement age for general members is 55. Employees may retire the first day of the month following the month they turn 55.
 - Public Safety Officers—The minimum retirement age for public safety officers (police/firefighters) is 50. Employees may retire the first day of the month following the month they turn 50.
 - c. Members with Mixed Service who have accrued service credit as both a general member and as a public safety officer have mixed service. The minimum retirement age for someone with mixed service will be between age 50 and 55.
- 5. There can be no lapse in coverage. The employee must transition from active to retiree status with no lapse in coverage. If they leave the plan after their employment ends for any length of time, they are no longer eligible for retiree coverage.
- 6. Survivor Benefits are also extended to retirees' dependents. If a retiree passes away while covered under the III-A, their covered spouse and dependents are allowed to remain on the III-A plan until the spouse becomes Medicare eligible. As previously stated there cannot be a lapse in coverage.
- 7. When a retiree reaches the age of 65 and is termed from the plan, their covered spouse and dependents are also termed from the plan.
- 8. These rules also apply to the vision and dental plans, if applicable.

d. Retirement

The retirement plan of the City combines benefits of the Public Employees Retirement System of Idaho (PERSI) with Social Security (FICA)). PERSI charges a percentage of an employee's gross salary, which is presently exempt from the Federal and State income taxes, and the City matches this with an additional larger contribution. Contact the City Treasurer for further information.

e. Education Assistance

The City offers employees financial assistance with their education. Education assistance applies towards college courses, certificate programs, and professional/technical badges. All of these categories are considered Professional Development. Education assistance is guided by the following:

- Professional Development must directly relate to the employee's present or potential promotional assignment within the City.
- Departments must have sufficient budgetary resources prior to approval. Absence of budgeted funds is reason for the denial of the request.
- If approved, the City shall reimburse the cost of the Professional Development opportunity.
- To participate in the City's Education Assistance program, an employee must submit a request to their supervisor and obtain approval from the Department Head prior to enrolling in the Professional Development opportunity.

- The employee must submit evidence of satisfactory completion of the Professional Development opportunity.
- The employee shall refund the City a proportional amount of the Professional Development
 opportunity if the employee terminates employment or is terminated for cause within two (2)
 calendar years of completion of the approved course. To determine the prorated amount, the
 approved cost of the Professional Development opportunity will be divided by twenty-four (24)
 months and the employee will be responsible for repaying the cost of the course less the
 prorated amounts for the months worked since completion of the course.

All employees who pursue professional certification (i.e. paramedic licenses, Police Academy, Water and Wastewater Operator's License, etc.) and who participate in the Education Assistance program, at the City's Expense, will be required to accept the following reimbursement schedule if the employee voluntarily leaves employment with the City.

Date of Separation % of Reimbursement	
Up to 12 months from receiving assistance	100%
12-18 months from receiving assistance	50%
18-24 months from receiving assistance	25%

f. Miscellaneous Benefits

In addition to the benefits listed above and on the previous pages, other miscellaneous benefits are available to full-time regular employees. The City may offer miscellaneous benefits to its employees in accordance with the policies or other documents which establish the programs.

g. Transfer of Benefits with Employee Transfer

Accrued benefits for each employee continue to the benefit of that employee if the employee transfers from one department to another within the City. Any such transfer will not result in a reduction of benefit offerings separate and apart from those realized by employees similarly situated.

FAMILY AND MEDICAL LEAVE (FMLA)

1. FMLA

The City complies with the Family and Medical Leave Act (FMLA) and will grant up to 12 weeks of leave during a 12-month period to eligible employees (or up to 26 weeks of military caregiver leave).

2. Eligibility

To be eligible for leave under this policy, employees must meet **all** of the following requirements:

- Have worked at least twelve (12) months for the City
- Have worked at least 1,250 hours for the City over the twelve (12) months preceding the date the leave would commence.

Currently work at a location where there are at least fifty (50) employees within seventy-five (75) miles.

The 12 months of employment do not have to be consecutive. All periods of absence from work due to or necessitated by service in the uniformed services are counted as hours worked in determining eligibility.

3. Reasons for Leave

To qualify as FMLA leave under this policy, the leave must be for one of the following reasons:

- The birth of a child or placement of a child with the employee for adoption or foster care.
- To care for a spouse, child or parent who has a serious health condition.
- For a serious health condition that makes the employee unable to perform the essential functions of his or her job.
- For any qualifying exigency arising out of the fact that a spouse, child or parent is a military member on covered active duty or on call to covered active duty status.
- To care for a covered service member with a serious injury or illness.

4. Amount of Leave

An eligible employee can take up to 12 weeks of FMLA leave during any 12-month period. The City will measure the 12-month period as a rolling 12-month period measured backward from the date an employee uses any leave under this policy. Each time an employee takes leave, the City will compute the amount of leave the employee has taken under this policy in the last 12 months and subtract it from the 12 weeks of available leave, and the balance remaining is the amount the employee is entitled to take at that time.

An eligible employee can take up to 26 weeks for the FMLA military caregiver leave during a single 12month period. For this military caregiver leave, the City will measure the 12-month period as a rolling 12-month period measured forward. FMLA leave already taken for other FMLA circumstances will be deducted from the total of 26 weeks available.

Eligible spouses who both work for the City may only take a combined total of 12 weeks of leave for the birth of a child, adoption or placement of a child in foster care, or to care for a parent (but not a parent "in-law") with a serious health condition. Both may only take a combined total of 26 weeks of leave to care for a covered injured or ill service member (if each spouse is a parent, spouse, child or next of kin of the service member). Employees should also refer to the City's Parental Leave and short-term disability policies for potential leave benefits and to learn how Parental Leave and short-term disability interacts with FMLA leave.

5. Intermittent Leave or a Reduced Work Schedule

Employees may take FMLA leave in one consecutive block of time, may use the leave intermittently (take a day periodically when needed over the year) or, under certain circumstances, may use the leave

to reduce the workweek or workday, resulting in a reduced hour schedule. In all cases, the leave may not exceed a total of 12 workweeks (or 26 workweeks to care for an injured or ill service member) in a 12-month period.

The City may temporarily transfer an employee to an available alternative position with equivalent pay and benefits if the alternative position would better accommodate the intermittent or reduced schedule, in instances when leave for the employee or employee's family member is foreseeable and for planned medical treatment, including recovery from a serious health condition or to care for a child after birth or placement for adoption or foster care.

For the birth, adoption or foster care of a child, the City and the employee must mutually agree to the schedule before the employee may take the leave intermittently or work a reduced-hour schedule. Leave for birth, adoption or foster care of a child must be taken within one year of the birth or placement of the child.

When leave is needed for planned medical treatment, the employee must make a reasonable effort to schedule treatment so as not to unduly disrupt the City's operations.

6. Employee Notice Requirement

All employees requesting FMLA leave must provide verbal or written notice of the need for leave to the department supervisor or City Administrator or designee.

When the need for the leave is foreseeable, the employee must provide the City with at least 30 days' notice. When an employee becomes aware of a need for FMLA leave fewer than 30 days in advance, the employee must provide notice of the need for the leave either the same day the need for leave is discovered or the next business day. When the need for FMLA leave is not foreseeable, the employee must comply with the City's usual and customary notice and procedural requirements for requesting leave, absent unusual circumstances.

Within five business days after the employee has provided this notice, the City Administrator or designee will complete and provide the employee with a Notice of Eligibility and Rights and request a medical certification or other supporting documentation as necessary.

7. Designation of FMLA Leave

Within five business days after the employee has submitted the required certification or other documentation, the City Administrator or designee will complete and provide the employee with a written response to the employee's request for FMLA leave using the FMLA Designation Notice.

8. Employee Status and Benefits During Leave

The City will continue an employee's health benefits during the leave period at the same level and under the same conditions as if the employee was continuously at work.

While on paid leave, the employer will continue to make payroll deductions to collect the employee's share of insurance premiums. While on unpaid leave, the employee must continue to make this payment, either in person or by mail. The payment must be received in the City Treasurer's office. If the payment is more than 30 days late, the employee's health care coverage may be dropped for the duration of the leave.

The City will provide 15 days' notification prior to the employee's loss of coverage. If the employee chooses not to return to work for reasons other than a continued serious health condition of the employee or the employee's family member or a circumstance beyond the employee's control, the City will require the employee to reimburse the City the amount it paid for the employee's health insurance premium during the leave period.

If the employee contributes to a life insurance or disability plan, the City will continue making payroll deductions while the employee is on paid leave. While the employee is on unpaid leave, the employee may request continuation of such benefits and pay their portion of the premiums, or the City may elect to maintain such benefits during the leave and pay the employee's share of the premium payments. If the employee does not continue these payments, the City will discontinue coverage during the leave. If the City maintains coverage, the City may recover the costs incurred for paying the employee's share of any premiums, whether or not the employee returns to work.

9. Employee Status After Leave

An employee who takes leave under this policy may be asked to provide a fitness for duty clearance from a health care provider. This requirement will be included in the City's response to the FMLA request. Generally, an employee who takes FMLA leave will be able to return to the same position or a position with equivalent status, pay, benefits and other employment terms. The position will be the same or one that is virtually identical in terms of pay, benefits and working conditions. The City may choose to exempt certain key employees from this requirement and not return them to the same or similar position when doing so will cause substantial and grievous economic injury to business operations. Key employees will be given written notice at the time FMLA leave is requested of their status as a key employee.

10. Use of Paid and Unpaid Leave

An employee who is taking FMLA leave because of the employee's own serious health condition or the serious health condition of a family member may use accrued paid leave and compensatory time during FMLA leave.

Leave for an employee's serious health condition, including workers' compensation leave (to the extent that it qualifies), will be designated as FMLA leave and will run concurrently with FMLA.

An employee who is using military FMLA leave for a qualifying exigency may use all accrued paid leave and compensatory time during FMLA leave. An employee using FMLA military caregiver leave may use all accrued paid leave and compensatory time during FMLA leave.

11. Intent to Return to Work from FMLA Leave

On a basis that does not discriminate against employees on FMLA leave, the City may require an employee on FMLA leave to report periodically on the employee's status and intent to return to work.

FAMILY AND MEDICAL LEAVE - MILITARY RELATED

The following addresses Family and Medical Leave (FMLA) for eligible employees when the employees' circumstances qualify for leave due to a spouse, child, or parent being called up for or on active duty in the Armed Forces, or to care for a servicemember who is their spouse, child, parent, or next of kin and becomes seriously ill or injured while serving on active duty in the Armed Forces.

1. Employee Eligibility

To be eligible for FMLA, employees shall have worked for 12 months and have worked at least 1,250 hours in the 12 months prior to taking FMLA.

Previous periods of employment with the City can be counted to meet the 12- month service requirement. Employment periods prior to breaks in employment of seven years or more are not counted; however, employment periods prior to a break in employment of more than seven years are counted if such breaks are due to National Guard or Reserve military duty.

Employees who return to work from National Guard or Reserve military duty are credited for the time that they are on military leave to meet the 1,250 hours of service.

2. FMLA for Active Duty

Eligible employees can take up to 12 weeks of FMLA in a 12-month period because employees' circumstances qualify due to a spouse, child, or parent who is a servicemember of the Armed Forces' Reserve components or National Guard or retired servicemember of the Armed Forces or Reserves and is on active duty or called to active duty status in support of a contingency operation. FMLA is not available for servicemembers who are part of the Regular Armed Forces. Circumstances that qualify for leave include:

- Short-notice deployment activities
- Military events and related activities
- Childcare and school activities Financial and legal arrangements
- Counseling activities
- Rest and recuperation activities
- Post-deployment activities, and/or
- Additional activities as mutually agreed upon by the City and the employee

3. Exceptions

Eligible employees can take up to seven calendar days of FMLA for short-notice deployments beginning on the date servicemembers are notified of an impending call or order to active duty. Short-notice deployment leave can be used to address issues that arise from servicemembers' call or order to active duty seven calendar days or less prior to the date of deployment. Employees also can take up to five days of FMLA for rest and recuperation. Rest and recuperation leave can be used to spend time with servicemembers on short- term, temporary rest and recuperation leave during a period of deployment.

A call for active duty refers only to a federal call to active duty; a state call for active duty is not covered unless under order of the President according to federal law in support of a contingency operation.

A contingency operation refers to a military operation that is designated by the Secretary of Defense as an operation in which members of the armed forces are or can become involved in military actions, operations, or hostilities against an enemy of the United States or opposing military force or a military operation that results in the call, order to, or retention on active duty of members of the uniform service according to federal military law or any other provision of federal law during a war or national emergency that is declared by the president or Congress.

4. Care for a Servicemember with a Serious Illness or Injury

Eligible employees can take up to 26 workweeks of FMLA during a single 12-month period to care for a servicemember who is their spouse, child, parent, or next of kin with a serious illness or injury incurred in the line of duty while on active duty as a member of the Armed Forces, including the National Guard or Reserves, and is: undergoing medical treatment, recuperation, or therapy; assigned as an outpatient to a military medical treatment facility; assigned to a unit providing command and control of Armed Forces' members who are receiving outpatient medical care; or on the temporary disability retired list. Leave is not available for former servicemembers of the Regular Armed Forces, Reserves, or National Guard and servicemembers on the permanent disability retired list.

A serious illness or injury is an illness or injury that servicemembers receive while they are in the line of duty on active duty and makes them medically unfit to perform the duties of their office, grade, rank, or rating.

A child of a servicemember is a biological child, adopted child, or foster child; a stepchild; a legal ward; or a child for whom a servicemember has day-to-day responsibilities to care for and financially support. The child can be any age.

A parent of a servicemember is servicemembers' biological mother or father or person who had day-today responsibilities to care for and financially support servicemembers as children. Parents do not include parents-in-law.

Next of kin of a servicemember is the nearest blood relative other than the servicemembers' spouse, parent, son, or daughter in the following order of priority: blood relatives who have legal custody of servicemembers; brothers and sisters; grandparents; aunts and uncles; and first cousins, unless servicemembers have specifically designated in writing another blood relative as their nearest blood

relative. If no designation is made and there are multiple family members with similar levels of relationship to servicemembers, all such family members are considered next of kin.

If a dispute arises about whether leave qualifies as FMLA, Human Resources will discuss resolution of the dispute with employees. Any discussions and the decision about leave will be documented.

5. Amount of FMLA for Active Duty

The City designates the 12-month period as a "rolling" 12-month period backward from the date employees take any FMLA. During this 12-month period employees can take FMLA because employees' circumstances qualify due to a spouse, child, or parent who is a servicemember of the Armed Forces' Reserve components or National Guard or retired servicemember of the Armed Forces or Reserves and is on active duty or called to active-duty status in support of a contingency operation.

6. Amount of FMLA Leave

A single 12-month period of leave to care for a servicemember with a serious illness or injury begins on the first day employees take leave to care for the servicemember and ends 12 months after that date. If employees do not take the full 26 workweeks of leave during a single 12-month period, they forfeit the remaining amount of leave. The City provides leave on a per servicemember, per injury basis.

Employees can take more than one period of 26 workweeks of leave if leave is used to care for different servicemembers or to care for the same servicemember who has a subsequent serious illness or injury, except that no more than 26 workweeks of leave can be taken within any single 12-month period. Employees can take more than one period of 26 workweeks of leave for a servicemember, with more than one serious injury or illness, only when the injury or illness is a subsequent injury or illness. If employees take leave to care for more than one servicemember or for subsequent serious injuries or illnesses of the same servicemember and the single 12-month periods overlap, employees are limited to 26 workweeks of leave in each single 12-month period.

If servicemembers' serious injury or illness extends beyond employees' 26 workweeks of leave, employees cannot take additional FMLA to care for the servicemember unless employees are eligible for leave to care for a family member with a serious health condition.

The 26 workweeks of FMLA to care for a servicemember with a serious illness or injury can include leave taken for other FMLA-qualifying reasons, but no more than 12 workweeks of such leave can be used for other FMLA-qualifying reasons. For example, employees can take 12 workweeks of leave for the birth of a child and 14 workweeks of leave to care for a seriously ill or injured servicemember.

If two spouses work for the City and take FMLA to care for a servicemember with a serious illness or injury, they are limited to a total of 26 workweeks of leave during the single 12-month period for all FMLA-qualifying reasons. They remain subject to the 12-workweek limit for the portion of leave that can be taken to care for a newborn child or seriously ill parent.

7. Requesting FMLA Leave

Employees who request FMLA because employees' circumstances qualify due to a spouse, child, or parent who is a servicemember of the Armed Forces' Reserve components or National Guard or retired servicemember of the Armed Forces or Reserves and is on active duty or called to active-duty status in support of a contingency operation must notify their supervisors as soon as practicable.

Employees who request FMLA to care for a servicemember with a serious illness or injury must give 30 days' advance notice to their supervisors. If employees fail to provide notice, they can be required to explain to their supervisors why such notice was not provided. If employees request FMLA to care for a servicemember with a serious illness or injury and such leave was previously approved, employees must specify the particular reason for leave or the need for FMLA. Employees who cannot provide at least 30 days advance notice of their need for leave must notify their supervisors as soon as practicable.

When employees are previously approved for leave due to more than one FMLA-qualifying reason, the City may inquire further to determine for which qualifying reason the leave is needed. After employees submit requests for leave, the City will provide the following notices within five business days:

- FMLA Eligibility Notice that states whether employees are eligible for FMLA. Employees do not receive additional eligibility notices for subsequent FMLs during a 12-month leave period if their eligibility status remains unchanged; if employees' eligibility status changes, the City will notify them of any ineligibility for leave within five business days of the request.
- FMLA Rights and Responsibilities Notice that describes employees' rights and responsibilities under FMLA and consequences for failing to comply. If specific information in the notice changes, the City will provide written notice to employees within five business days of receiving employee's first notice of need for leave after any change; the notice will reference the prior notice and provide new information. At any time, the City can be contacted about and will respond to any questions about employees' rights and responsibilities under FMLA.
- FMLA Leave Designation Notice that describes whether leave is designated and counted as
 FMLA. If employees' leave qualifies as leave to care for a servicemember with a serious illness or
 injury and leave to care for family member with a serious health condition, it will be designated
 as leave to care for a servicemember with a serious illness or injury in the first instance.
 Employees will receive one designation notice for each FMLA- qualifying reason per 12-month
 leave period. Employees also will receive written notification if any information changes in
 designation notices for subsequent requests within five business days.

Employees are notified of the number of hours, days, or weeks that will be counted against their 12 or 26 weeks of leave. If such information is known at the time leave is designated, employees will be notified in the designation notice. If it is not possible for the City to provide such information, employees will receive such information upon request once in a 30-day period when leave is taken during that time. If employees receive oral notice from the City of such information, they will receive written confirmation no later than the following payday unless the payday is less than one week from the oral notice in which case written confirmation will be provided no later than the subsequent payday.

8. Certification For Active Duty Leave

Employees who request leave due to a spouse, child, or parent who is a servicemember of the Armed Forces' Reserve components or National Guard or retired servicemember of the Armed Forces or Reserves and is on active duty or called to active duty status in support of a contingency operation must provide the City with a copy of servicemembers' active military orders and other certification.

9. Certification For Leave To Care For A Servicemember With A Serious Illness Or Injury

Employees who request leave to care for a military servicemember with a serious illness or injury incurred while serving on active duty in the Armed Forces must obtain certification completed by authorized health care providers. Health care providers from the federal Department of Veterans Affairs, federal Department of Defense, and DOD TRICARE network and non-network private health care providers are authorized to complete certification for such leave.

10. While On FMLA Leave

During FMLA, employees must keep their supervisors informed of the estimated duration of leave and their intended date to return from leave. While on leave, if employees need to take more or less FMLA than originally anticipated, they must notify the City within two business days. While on FMLA employees shall not engage in other employment.

11. Scheduling FMLA Leave

FMLA can be taken all at once or, under certain circumstances, on an intermittent or reduced leave schedule. Intermittent leave is leave taken in separate blocks of time for a single FMLA-qualifying reason. An FMLA reduced leave schedule is a work schedule that reduces employees' usual number of working hours per workday or workweek. Employees will be informed whether they can take intermittent leave or a reduced leave schedule when they apply for FMLA. When it is physically impossible for employees using intermittent leave or working on a reduced schedule leave to begin or end their work midway through a shift, the entire time that employees are absent will be designated as FMLA.

Employees who request intermittent leave or a reduced leave schedule because employees' circumstances qualify for leave due to a spouse, child, or parent who is a servicemember of the Armed Forces' Reserve components or National Guard or retired servicemember of the Armed Forces or Reserves and is on active duty or called to active-duty status in support of a contingency operation must provide proper notice and required certification.

Employees who request intermittent leave or a reduced leave schedule must arrange medical treatments and appointments to minimize work disruptions. The City can transfer such employees temporarily to positions that permit them to take intermittent leaves or reduced leave schedules with limited work interruptions.

Employees who take intermittent leave or a reduced leave schedule and are unable to work required overtime because of a FMLA-qualifying reason can have the hours that they would have been required to work counted against their 12 or 26 weeks of leave.

12. Pay and Benefits During FMLA Leave

FMLA is unpaid. The City allows employees use their accrued leave, including compensatory time, concurrently with FMLA. Employees shall comply with the City's policies on accrued paid leave when such leave is substituted for unpaid FMLA. Employees who are not eligible for accrued paid leave, or have exhausted their accrued paid leave, or do not meet the requirements of the City's policies regarding accrued paid leave, shall take unpaid FMLA.

The City will continue an employee's health benefits during the leave period at the same level and under the same conditions as if the employee was continuously at work.

While on paid leave, the employer will continue to make payroll deductions to collect the employee's share of insurance premiums. While on unpaid leave, the employee must continue to make this payment, either in person or by mail. The payment must be received in the City Treasurer's office. If the payment is more than 30 days late, the employee's health care coverage may be dropped for the duration of the leave.

The City will provide 15 days' notification prior to the employee's loss of coverage. If the employee chooses not to return to work for reasons other than a continued serious health condition of the employee or the employee's family member or a circumstance beyond the employee's control, the City will require the employee to reimburse the City the amount it paid for the employee's health insurance premium during the leave period.

If the employee contributes to a life insurance or disability plan, the City will continue making payroll deductions while the employee is on paid leave. While the employee is on unpaid leave, the employee may request continuation of such benefits and pay their portion of the premiums, or the City may elect to maintain such benefits during the leave and pay the employee's share of the premium payments. If the employee does not continue these payments, the City will discontinue coverage during the leave. If the City maintains coverage, the City may recover the costs incurred for paying the employee's share of any premiums, whether or not the employee returns to work.

13. Return From Military-Related Leave

Employees who return from FMLA will be reinstated to their former positions or to positions with equivalent pay, benefits, and other employment terms and conditions. If employees are no longer qualified for their former positions because of their inability to attend certain work-related functions or classes as a result of leave, the City will provide them with a reasonable opportunity to fulfill those conditions upon returning to work.

Certain "key" employees, who are among the highest paid employees at the City, might not be reinstated to any position. "Key" employees will be notified of their status in writing when they apply for FMLA and will receive notice at that time of the potential consequences with respect to reinstatement

and maintenance of health benefits if they are not reinstated. The City will notify "key" employees in writing the reasons for denying reinstatement when such decision is made. The City will make a final determination whether to reinstate "key" employees if they request job restoration; such employees will be notified in writing of the City's final determination.

RULES OF EMPLOYEE CONDUCT

The City expects and encourages a work environment of respect and professionalism. All City employees are required to conduct themselves in a respectful and courteous manner that is appropriate for the workplace. This policy applies to all City employees, elected officials, representatives, and volunteers. While it is impossible to list every type of conduct that is acceptable/unacceptable, the following are the City's expectations and also includes examples of conduct that when violated may result in disciplinary action, up to and including termination.

- Shall be prompt and regular in attendance at work or other required functions. If an employee will be unable to report to work, or will be late, the employee must let their immediate Supervisor know as soon as possible, and always before the scheduled starting time. If the Supervisor is unavailable, a message may be left that includes the reason for being late or absent and a telephone number where the employee may be reached. If an employee's absence or tardiness is due to an emergency, the employee should call in, or have someone call in on the employee's behalf, as soon as possible.
- 2. Shall comply with the dress standards established in a department for which the employee works. The City Administrator or other department head may set dress standards. In the absence of any departmental dress standards, clothing shall be appropriate for the functions performed and shall present a professional appearance to the public.
- 3. Shall dedicate primary efforts to City employment with secondary employment subject to approval by the department head or City Administrator. The request for secondary employment shall be made in writing. This policy excludes paid on call firefighters.
- 4. Shall not accept gifts, gratuities or loans from organizations, business concerns, or individuals with whom the employee has official relationships while on business of the City in violation of applicable laws. No gift may be accepted which would create the impression that the giver was seeking special favor from the employee.
- 5. Shall not serve on any board or commission which regulates or otherwise affects the official duties or personal interests of an official or employee in a way that could create disadvantage for other members of the public or advantage for the employee.
- 6. Shall not release personnel information or any other public record absent adherence to state law and without the express authority of the public official responsible for custody of the record or without an order from a court of competent jurisdiction.
- 7. Shall not use substances, unlawful or otherwise, which will impair the employee's ability to function as a valued and competent part of the City's work force. Smoking and use of tobacco products is prohibited in all City-owned buildings and vehicles. Smoking by employees is permitted only during rest or meal periods and only outside of City buildings. As the abuse of alcohol or any other drug is a serious threat to both personal health and job performance, employees are strictly prohibited from possessing, selling, consuming, or being under the influence of alcohol or drugs, except as authorized by a physician, while on the job.

- 8. Shall not engage in conduct in the operation of a motor vehicle that impairs the ability of the employee to perform job functions even though the driving conduct does not occur during hours of employment.
- Shall not engage in workplace or public conduct otherwise detrimental to the accomplishment
 of the goals established by the City Council or the official or department for whom the employee
 works.
- 10. Shall not engage in criminal conduct of any kind while on or off duty. City employees are expected to behave in a lawful manner and failure to do so is a violation of the trust placed in such employees by the public and the appointing official.
- 11. Shall not engage in conduct away from work that, although not criminal, may reflect adversely upon the City or its officials or otherwise impair the employee's ability to perform.
- 12. Shall avoid conflicts of interests in appointments and working relationships with other employees, contractors and potential contractors in the City and related agencies.
- 13. Work cooperatively and constructively with fellow workers and members of the public to provide public service of the highest quality and quantity.
- 14. Give efforts to accomplish the work of the City for public benefit in accordance with policies and procedures adopted by the City Council and elected officials. Each employee shall be subject to the administrative authority of the Mayor, City Administrator and the department head who supervises the department where the employee works.
- 15. Adhere to any code of ethics in their profession and not engage in conflicts of interest or use their public position for personal gain.
- 16. Follow all rules for care and use of public property to assure that the public investment in equipment is protected and that the safety of the public and other workers is maintained.
- 17. Abide by all departmental rules whether they be written or issued orally by the supervisor. No employee shall be required to follow the directive of a supervisor that violates laws of any local jurisdiction, the state, or the United States.
- 18. Abide by all pertinent statutes, and City ordinances concerning the dissemination of information to the public from public records or about public matters. The decision to release information from the public records or to disclose writings or other information in the hands of a public official belongs with the responsible official who has official custody of that record. Each employee shall maintain the confidential nature of records or information that is not open to public scrutiny in accordance with the direction of the responsible official.
- 19. Adhere to the defined work schedule and procedures for an exception to normal work schedules. Each employee shall follow all rules regarding the reporting of work hours and the approval which must be given for pay record submittal. Failure to follow such rules may be grounds for delayed payment of wages, salaries, or reimbursements, or for imposition of appropriate disciplinary penalties.
- 20. Follow all rules regarding work hours, breaks and lunch periods, including provisions granting supervisors authority to adjust them. Timing of work hour, including breaks and lunch periods, may be changed to accommodate the completion of necessary work.
- 21. Follow all rules for reporting accidents on the job. Each employee shall cooperate in the reporting and reconstruction of any job-related accident in order that workplace hazards can be eliminated and that proper consideration can be accorded to injured workers and the public.
- 22. Report any accidents observed to have occurred on City property or involving City property. Each employee shall provide as much information as they can from the observations made in the course of activities associated with the employee's work. Such information should be reported to the employee's immediate supervisor as soon as physically possible and reasonable

efforts should be made to assist those persons in need. A workers compensation injury report may need to be completed.

- 23. Follow all rules regarding safety in the workplace whether established formally by the department or by outside agencies. Employees are encouraged to suggest ways to make the workplace or work procedures safer.
- 24. Keep their general work area clean and orderly. While the City employs custodial services to maintain larger areas, individual employees are responsible for the neatness of their own work areas. Computers used in conjunction with employee workstations shall be used for office-related functions only. Passwords assigned to employees shall be kept confidential and changed on a periodic basis. Employees must not write their login password and information down or share it with others.
- 25. Maintain security of records and property of the City. Employees shall immediately report any suspicious circumstances or missing items to their supervisor. All employees shall secure their individual workstations using designated log off prompts or other password-related security checks when away from their station.
- 26. City Employees should not disclose any confidential information, or disclose information from internal discussions, related to property, permitting, government, or affairs of the City without prior approval of the City Attorney or City Administrator. Under no circumstances should an employee use such information to advance the financial or private interests of the employee or others.
- 27. Perform such obligations and duties as are necessary to carry out the work of the City in an efficient and effective manner at minimal costs and with limited risk to the public and fellow workers.
- 28. Use City issued credit cards in a lawful and fiscally responsible manner. Such credit cards may only be used for valid authorized expenses. Credit cards shall be issued by the City Treasurer and may be revoked for any reason. City credit card policy must be signed and retained in an employee's personnel file.
- 29. Engage in abusive, unprofessional, or inappropriate conduct to fellow employees or to the public, or use abusive or inappropriate language in the presence of fellow employees or the public. Abusive language shall include, but is not limited to, profanity and loud or harassing speech.
- 30. Engage in malicious gossip and/ or spreading rumors; engaging in behavior designed to create discord and lack of harmony; willfully interfering with another employee's work output or encouraging others to do the same.
- 31. Use work time for personal business including but not limited to the following actions: selling of goods and services, voicing religious, political, social, or personal views to members of the public during the workday. Employees should minimize the amount of work time spent on similar activities engaged in with fellow employees. While employed, it is essential to maintain a clear distinction between personal opinions and representing the City's views. When expressing personal opinions, whether in person or on social media, it is crucial for an employee to clarify that the opinions are the employee's and not reflective of the City's position.
- 32. Engage in political activities while on duty in public service. This rule shall not apply to elected officials. Employees shall enjoy full political rights when not carrying out their work obligations.
- 33. Provide false or misleading information on employment applications, job performance reports, or any other related personnel documents or papers.
- 34. Harass or discriminate in the treatment of co-workers or members of the public on the basis of a protected class status.

- 35. Violate state statutes or local rules regarding the inappropriate use, alteration, destruction, or removal of any public records required by law to be kept by the entity or other public officials.
- 36. Abuse employee benefit offerings by taking unjustified sick leave, annual vacation, or otherwise participate in a scheme or deception designed to create incorrect personnel records or to claim benefits which are not deserved in accordance with City policy.
- 37. Violate rules concerning absence from the workplace without proper authorization. Employees must obtain prior permission as required by the City policy for use of annual leave, sick, bereavement, or other types of leave granted by the City.
- 38. Engage in prolonged visits with children, friends, or family members, salespersons or others not related to City business, whether in person, over the telephone or in an electronic manner, including email and instant messenger, or engage in any personal endeavor which interfere with the course of work in the office or department in which the employee serves.
- 39. Use telephones, computers or other City property in the office or workplace in a manner that disrupts the work or workflow. Workplace equipment shall not be used for any purpose relating to the employee's business or other personal interests.
- 40. Fail to report to the City Administrator within forty-eight (48) hours, or in accordance with the Drug Free Workplace Act, a felony or misdemeanor conviction, excluding minor traffic violations.
- 41. Disregard any rule established by the Mayor, City Administrator, or department head to maintain order and productivity in the workplace.
- 42. The City strictly prohibits a supervisor from dating or engaging in a romantic or sexual relationship with an employee that they supervise. Romantic or sexual relationships between other employees shall not create conflicts of interest or discord or distractions that interfere with other employees' productivity.
- 43. Employees are encouraged to report in good faith any waste of public funds, property or resources, any unsafe acts, or any violation of law, City policies or regulations. When possible, such reports should be at a time and in a manner that gives the City a reasonable opportunity to correct the waste or violation.
- 44. Employees are expected to fully cooperate with investigations. This policy prohibits any adverse action against an employee for participating or giving information in an investigation, hearing, court proceeding, legislative or other inquiry, or other form of administrative review. Employees who engage in adverse actions or retaliation are subject to disciplinary action, up to and including termination of employment, and may be subject to civil fines pursuant to applicable law.
- 45. Employees are prohibited from making reports when the employee knew or reasonably should have known the report was malicious, false or frivolous.

CORRECTIVE ACTION

The City's corrective action procedures are designed to provide City departments a standardized process to communicate expectations and prevent a recurrence of undesirable employee behavior. Outlined below are the progressive steps of the City's discipline procedure. The City reserves the right to combine or skip steps depending on the facts of each situation and the nature of the offense. Some of the factors that will be considered are whether the offense is repeated despite coaching, counseling or training; the employee's work record; and the impact the conduct and/or performance has on the work group or organization.

Discipline is typically administered in a progressive manner so that the least amount of corrective action needed is used to correct the employee's conduct. However, as determined by the City, the discipline issued will depend on the seriousness of the behavior, which could include termination as the first disciplinary step. All matters involving discipline will remain confidential to the extent possible.

The following actions, in no particular order, are among the available disciplinary steps that can be taken by the City Administrator or Department Head in response to personnel policy violations:

- Oral warning
- Written warning
- Formal written reprimand
- Suspension with or without pay
- Involuntary demotion
- Probation
- Termination

There is no appeal from any of the above levels of discipline. However, the City requires that employees receive written notice and an opportunity to be heard before any of the following actions occur - termination of employment, an involuntary demotion when there is a loss in pay, or an unpaid suspension. The employee will receive a Notice of Intent to Discipline outlining what the employee allegedly did, referencing any policies or regulations, rules, laws, or previous directives that the employee allegedly violated, a statement that termination, involuntary demotion, or unpaid suspension may be issued if a violation is found, and sets forth a time to discuss the contents of the letter.

The meeting to discuss the contents of the Intent to Discipline letter will include the Department Head, the City Administrator, and the employee. At the meeting, the employee will be informed of the information supporting the allegations and will have an opportunity to share any relevant information. If the employee fails to attend the meeting, the City will base the decision on the available information.

The Department Head and City Administrator will consider all of the information and make a decision and notify the employee in writing of the outcome of the Intent to Discipline meeting. There is no internal appeal of the written decision.

PERFORMANCE MANAGEMENT – *The City is working in partnership with the Employee Engagement Committee to create an improved tool for providing feedback on employee performance, which is currently undergoing beta testing with the Planning & Building Department.*

Each employee may be evaluated at six months of employment to receive any cost of living adjustment or bonus program increases and then on an annual basis to assess the performance of that employee in the job being performed for the City. Formal performance appraisals are usually conducted after an employee's first six-months of employment with the City in a new position of responsibility. Thereafter, formal performance evaluations may take place at the end of each year thereafter. Formal evaluations may also be completed at other times as the need arises.

Regular performance appraisals provide both the employee and their supervisor the opportunity to discuss how well each employee is meeting expectations, to clarify job responsibilities, make corrections

when needed, and to explore possibilities for the development of skills and advancement. Each evaluation will be given on the basis of the direct supervisor's observations of the employee's performance, the accuracy of the employee's work in addition to the quantity, and additional efforts expended by the employee on behalf of the City. Each supervisor must complete a standard evaluation form, or other format provided by the City Administrator, which shall be placed in the employee's permanent record file. The City may ask the employee to sign the performance appraisal to indicate that it was reviewed with the employee, but the employee's signature does not signify that the employee agrees or disagrees with the City's evaluation.

PROBLEM RESOLUTION

Employees are encouraged to openly discuss employment-related concerns with their supervisors at any time. Supervisors should maintain an open-door approach for such discussions. If a concern develops into a grievance, the following process can be used to resolve employment related grievances promptly. A grievance is a work-related matter, excluding matters or issues where a separate review or hearing process exists, such as allegations of discrimination or harassment and discipline and termination decisions.

If an informal discussion between the employee and their direct supervisor does not resolve the employee's concerns, the employee must put in writing their concerns and provide this to the supervisor within ten workdays of when the informal discussion occurred. If a resolution is reached, this must be documented and signed and dated by the employee and the supervisor. The supervisor shall put the written resolution in the employee's personnel file. If resolution is not reached, the supervisor shall provide a written reason to the employee.

If resolution is not reached, the employee can appeal in writing the supervisor's decision to the next level of supervision. The next level supervisor must receive the employee's written appeal within five workdays of when the employee received the supervisor's written decision. The next level supervisor can choose to meet with the employee to discuss the matter. If a resolution is reached, this should be documented and signed and dated by the employee and the next level supervisor. The next level supervisor must put the written resolution in the employee's personnel file. If resolution is not reached, the supervisor shall provide a written reason to the employee.

If resolution is not reached or the next level of supervision is the City Administrator, the employee can appeal the decision to the City Administrator or Mayor, if the City Administrator is the subject of the grievance. The employee's appeal must be in writing and submitted within five workdays of receiving the previous level supervisor's decision. The City Administrator/Mayor can choose to meet with the employee to discuss the matter. The City Administrator/Mayor will make a final, written determination of the matter. There is no appeal from the final determination. The final written determination will be placed in the employee's personnel file.

EMPLOYEE USE OF CITY VEHICLES

If an employee uses one of the City's vehicles or uses their own vehicle while performing their work duties, the following applies:

- 1. To use a City owned vehicle, the employee must have and carry with them a valid Idaho driver's license. If an employee uses their own vehicle for City business, evidence of satisfaction of insurance and a copy of their current driver's license must be kept in the employee's personnel file.
- 2. Employees may not loan out City-owned vehicles or equipment to others without permission from the City Administrator, or Department Head. The employee must operate a vehicle in a safe, courteous and lawful manner.
- 3. Employees may not use City-owned vehicles for personal use, including but not limited to errands and travel to and from an employee's home, unless otherwise authorized by the City Administrator or Department Head.
- 4. If an employee has a City-owned vehicle for use on an on-going basis, the employee must maintain the vehicle in proper working order.
- 5. Employees must not operate a City vehicle while under the influence of drugs, alcohol, or any controlled substance.
- 6. Employees must promptly notify their supervisor and the City Administrator of any citations for moving violations or accidents, and provide a copy of the employee's driving record upon request. Any citation will require the Employee to submit to a drug or alcohol test, unless waived by the City Administrator. Vehicle damage may require the Employee to submit to a drug or alcohol test.
- 7. Each employee must report any state-imposed driving restrictions to their immediate supervisor. Each employee is also obligated to notify their supervisor in the event that their driving abilities are impaired by anything other than state restrictions.
- 8. Only authorized signs shall be placed on any City owned vehicle.

USE OF PORTABLE ELECTRONIC DEVICES WHILE DRIVING OR BICYCLING

The use of portable electronic devices shall be prohibited while an employee is operating a motor vehicle or bicycle on City business. Use of a hands-free system such as Bluetooth or headphones, or an affixed GPS system, or a vehicle mounted mobile data computer is permitted.

Portable electronic device means a hand-held, mobile telephone, personal digital assistant, MP3 or other hand-held music player, electronic reading device, laptop computer, pager, broadband personal communication device, GPS or navigation system, electronic gaming device or portable computing device.

Handheld cell phone use is permitted in the event of an emergency, such as calling 9-1-1 to report a crime or an accident. Even in an emergency situation, it is best to pull over and come to a complete stop before using or operating any mobile or handheld device.

EMPLOYEE TRAVEL

1. Same Day Out of Town Travel

Travel time to and from out of town training or meetings will be considered time worked for employees classified as non-exempt under wage and hour laws. Employees must submit all receipts along with a travel expense voucher in order to receive reimbursement. The time spent in traveling to and returning from the other City is work time, except that the City deducts/does not count that time the employee would normally spend commuting to the regular work site.

2. Out of Town Overnight Travel

For overnight travel, travel time during the employee's regular workday is compensable for employees classified as non-exempt under wage and hour laws. Therefore, if an employee will be away from home overnight, the travel should be planned and scheduled (whenever possible) to occur during the employee's normal work hours. The time is not only hours worked on regular working days during normal working hours but also during corresponding hours on nonworking days.

Employees shall use the most practical mode of travel from the standpoint of time and expense. Supporting documentation shall be attached to the travel expense voucher.

Reimbursement for travel by common carrier shall be limited to the lowest cost means of travel unless it is impractical or not available. When for personal reasons a traveler is authorized by the Department Head to use a private conveyance in lieu of a common carrier, reimbursement will be limited to an amount for travel, meals, lodging and miscellaneous expenses equal to the amount which would have been incurred had the travel been by common carrier. Authorized travel time shall be limited to that which would have been allowed had the employee traveled by common carrier. Unless the Department Head specially authorized a leave of absence, excess travel time incurred by the authorized use of a private conveyance for personal reasons during working hours shall be charged to the travelers accrued leave.

A Travel Request Form shall be submitted and approved prior to any travel taking place. For reimbursement of travel expenses, a Travel Expense Report shall be filed by the employees for reimbursement of expenses, which must be approved by the department head. The purchase of alcohol will not be reimbursed.

TELECOMMUNICATIONS SYSTEMS POLICIES

Personal use of telephones, faxes, electronic mail and Internet access is strongly discouraged and must not interfere with the employee's work. City communications and electronic equipment are provided for business purposes.

Telephones: The City recognizes that employees may be required to use the telephone for personal calls. Employees may be required to reimburse the City any charges resulting from their personal use of the telephone and other communications systems owned and operated by the City. Personal calls should be kept to a minimum and should not interfere with an employee's work duties.

Mail: The use of City paid postage for personal correspondence is not permitted. Employees should not use the City address for regular receipt of personal mail.

Facsimile: Transmission using City facsimile machines are to be made for business purposes. Cellular Phones: The City may issue cellular telephones to employees when necessary for the efficient conduct of business. Use of the cellular telephones is restricted to City business, with the exception of de minimis personal use.

Certain employees of the City are required to use their personal cell phones to conduct business. Other employees may choose to use their personal phone as their primary phone for City business. Subject to approval of the City Administrator, the City will pay a \$30.00 monthly phone stipend as reimbursement for using a personal phone for City business. Messages generated and received on these phones, including audio, text and visual may be considered City property. As such, City may be subject to Idaho public records request laws.

ELECTRONIC MAIL AND INTERNET POLICY

Although employees may have a personal, private password on their City provided technology, the administrator of the information system has access to all electronic mail messages in order to ensure compliance with City policies.

The City does not permit the posting of items for solicitation on bulletin boards or the circulation of memos soliciting sales or contributions to charity, and likewise such posting is prohibited through the electronic mail system.

All City policies concerning conduct of employees, such as courtesy, solicitation, and harassment, apply to the use of the voice mail, electronic mail system and the Internet.

Employees have no personal privacy right to anything created, received, or sent on or from the City's email or voice mail system, and by accessing the system, employees expressly waive any right of privacy in anything that they create, store, send, or receive on the system. By accessing the system, employees further consent to allowing personnel of the City to access all material created, sent, or received on the system.

Employees are not to place personal copies of software or data on any computer without prior authorization. Each employee is responsible for the content of all text, audio or images they place on or over the City e-mail or Internet system.

All items downloaded to the City Web site must be scanned for viruses. All items downloaded from the City site or any other locations must also be scanned for potential viruses. Anti-virus software must be used to scan for viruses before any material is placed on the City internet system.

Electronic information may be a public record pursuant to Idaho law. Accordingly, maintaining such public records shall be at the direction of the City Clerk.

DRUGS AND ALCOHOL

The City has a vital interest in maintaining safe, healthy and efficient working conditions for its employees. Drug and alcohol use may impose serious safety and health risks to the employee and the workplace and may also impair the efficient operation of the City business. For these reasons, the City has established the following policy with respect to the use, possession or sale of alcohol or drugs.

1. On-the-Job Use, Possession or Sale of Drugs or Alcohol

Employees are prohibited from consuming alcohol while working or while on-call. Employees are also prohibited from reporting to work under the influence of alcohol. This includes unanticipated call-in situations. If an employee cannot meet this requirement, it is the employee's responsibility to tell their supervisor, or person initiating the call-in, that they cannot report to work.

Because alcohol is a legal substance, it is not the intention of this policy to prohibit employees from consuming alcohol when not on duty, or while participating in activities or events at City facilities while not on duty, or during the course and scope of employment when the employee's performance of duties has concluded for the day.

Listed below are examples of situations in which the responsible use of alcohol by employees during the course and scope of City business may be acceptable. However, employees are expected to seek prior direction from their Department Head or the City Administrator regarding the appropriateness of consuming alcohol in these situations.

- While attending seminar or conference function where alcohol is being served.
- While traveling on business, provided all work duties for the day have been completed.
- Although alcohol use may be permitted under limited circumstances, employees are expected to use good judgment and behave in a professional and respectable manner while in the course and scope of City business. Misuse of alcohol under these circumstances is a violation of this regulation and may result in disciplinary action up to and including termination.

2. Legal Drugs and Medication

Except as provided below, the use or being under the influence of legally obtained drugs, to the extent that an employee is affected in any manner, while performing City business or in a City facility is prohibited to the extent that such use or influence may affect the safety of co-workers or members of the public, the employee's job performance, or the safe or efficient operation of the City facility. An employee may continue to work, even though under the influence of a legal drug, if the City has determined, after consulting with appropriate medical authorities, that the employee does not pose a safety threat to themselves or the safety of co- workers or the public, and that the employee's job performance is not significantly affected by the legal drug. Otherwise, the employee may be required to take a leave of absence or comply with other appropriate actions determined by the City.

3. Illegal Drugs

The use, sale, purchase, transfer, or possession of any illegal drug by any employee while in a City facility, vehicle or while performing business is strictly prohibited. The presence of any amount of any illegal drug in or on an employee while performing City business is prohibited.

4. Searches

The City may conduct unannounced searches for illegal drugs or alcohol on property. Employees shall cooperate in conducting such searches. Searches of employees and their personal property may be conducted when there is reasonable suspicion to believe that the employee or employees may be in violation of this policy. Law enforcement may be involved in this process.

5. Drug and Alcohol Screening

The City may conduct drug and alcohol screening as outlined in this policy. For the purpose of this policy, a safety sensitive position is defined as a position in which impaired job performance could affect the health and safety of the employee and others. Sensitive positions are those in which the responsibilities of the position require employees to:

- Qualify and maintain qualification standards to carry firearms;
- Perform emergency medical, lifesaving, and/or fire suppression activities;
- Supervise employees during the performance of critical incident functions which require employees to qualify to carry firearms, perform emergency medical, lifesaving and/or fire suppression activities;
- Operate, maintain, or inspect emergency vehicles, heavy equipment, or vehicles having a gross combination weight rating of 26,001 or more pounds and/or life saving equipment used for emergency services;
- Obtain a national security clearance as a condition of employment;
- Exercise custodial responsibility for illegal drugs or precursors;
- Work directly with and oversee minors in the absence of their parent or guardian, or work directly with and oversee vulnerable adults in the absence of their caretaker or guardian;
- Handle hazardous materials that if mishandled, place the public at risk of serious injury.

The job functions associated with these positions directly and immediately relate to public health and safety, the protection of life, and law enforcement.

a. Pre-Employment, Post-Offer Screening

Individuals applying for safety sensitive positions who are given a conditional offer of employment will be subject to testing for illegal drugs. This includes current employees promoting, demoting, transferring, or being reassigned from a non-safety sensitive position to a safety sensitive position.

b. Reasonable Suspicion Testing

Any employees will be tested for alcohol and/or illegal drugs when there is reasonable suspicion of onduty use or impairment. Reasonable suspicion testing may be based upon, among other things: 1) observable phenomena, including but not limited to direct observation of drug or alcohol use or

possession and/or the physical symptoms of being under the influence of a drug or alcohol; 2) a pattern of abnormal conduct or erratic behavior; 3) arrest or conviction for a drug or alcohol-related offense, or the identification of an employee as the focus of a criminal investigation into illegal drug possession, use or trafficking; 4) information provided by reliable and credible sources or which is independently corroborated; or 5) newly discovered evidence that the employee has tampered with a previous alcohol or drug test. Although reasonable suspicion testing does not require certainty, mere hunches alone are not sufficient to meet the standard for a test.

If an employee is suspected of using alcohol or illegal drugs, the appropriate supervisor will gather all information, facts, and circumstances leading to and supporting this suspicion and present them to the City Administrator in writing.

The employee shall not be allowed to operate a vehicle or perform sensitive duties until the circumstances are evaluated and the supervisor receives higher concurrence. Employees who are subject to reasonable suspicion testing shall at the City's expense be transported to and from the collection facility.

c. Random Testing

Random testing for alcohol and/or illegal drugs will be conducted on employees whose positions are designated as safety sensitive and in accordance with the procedures related to employees required to hold a commercial driver's license.

Random tests will be unannounced and occur throughout the calendar year. The random selections will be conducted by the designated drug testing contractor using a lottery system and City will notify the individual's supervisor or designee and provide the name of the individual selected for random testing. The employee shall not be given advance notice of the scheduled testing. Upon notification by the supervisor, employees shall proceed immediately to the testing site. Because the selection process is truly random, it is possible some employees will be selected multiple times while others may never be selected.

d. Post-Accident Drug and Alcohol Testing

Employees involved in on-the-job accidents or who engage in unsafe on-duty job-related activities that pose a danger to themselves or others or the overall operation of the City may be subject to drug and alcohol testing. Based on the circumstances of the accident or unsafe act, the City Administrator or Department Head may promptly initiate testing when such circumstances involve:

- Death; or
- Serious personal injury requiring immediate emergency room or urgent care center treatment; or
- Damage to government or private property estimated more than \$5,000.

An employee subject to post-accident testing shall remain available for such testing, or the City may consider the employee to have refused to submit for testing. An employee subject to post-accident testing shall not consume alcohol or drugs, either legal or illegal prior to the testing. Exceptions may be

made for prescribed maintenance medications and/or medications administered to treat an injury related to the accident.

e. Test Refusal

Employees will be considered to have refused testing if they:

- Refuse to test;
- Fail to report for a required test at the scheduled time;
- Engage in conduct that clearly obstructs the testing process;
- Tamper with the test;
- Fail to provide adequate breath or specimen volume without a verified medical explanation.

Employees who refuse to be tested, as described in the test procedures, when so required, shall be subject to the full range of disciplinary consequences up to and including termination.

f. Employee Assistance Program

Any employee needing help in dealing with problems is encouraged to use the City's Employee Assistance Program (EAP) and the benefits available through the City's medical plan.

g. Safe Harbor Referral

A fundamental purpose of the City's drug-free workplace policy is to assist employees who themselves are seeking treatment for alcohol or illegal drug use. For this reason, the City will not initiate disciplinary action against any employee regarding the disclosure of their drug or alcohol related problem who meets all three of the following conditions:

- Voluntarily identifies themselves to their supervisor or the City Administrator as a user of alcohol and/or illegal drugs, as they apply to this policy, prior to being identified through other means, or prior to being asked to provide a urine and/or breath sample for testing;
- Obtains evaluation, counseling, or rehabilitation from an approved facility; and
- Thereafter refrains from using illegal drugs or misusing prescription drugs and/or alcohol.

This provision is not intended to allow an employee to evade disciplinary action. The key to this provision's rehabilitative effectiveness is an employee's willingness to admit their problem. Since the key to this provision's rehabilitative effectiveness is an employee's willingness to admit their problem, this provision is not available to an employee who requests protection under this provision after:

- Being identified through other means; or
- Being asked to provide a urine sample for testing; or
- Having had a verified positive test result for alcohol and/or illegal drugs pursuant to this regulation.
- Drug or alcohol related incidents that are subject to discipline and occurred prior to seeking Safe Harbor are not covered by Safe Harbor protections. An employee who requests Safe Harbor will be required to sign an agreement outlining their obligations under Safe Harbor.

h. Contract Personnel

The policy provisions stated above are applicable to contract personnel. Violation of these provisions or refusal to cooperate with implementation can result in the City barring contract personnel from City facilities or participating in City operations.

i. Commercial Driver's License

The City complies with all provisions outlined in the federal and state laws regulating commercial drivers' licenses.

CHILD ABUSE REPORTING

It is the City's desire to provide as safe an environment as possible for children who participate in City programs, and to give notice to employees of the reporting requirements of State laws covering child abuse, abandonment, or neglect (abuse).

When an employee has reason to believe that another employee is abusing a child, the following steps should be followed:

- The employee who becomes aware of another employee's suspected abuse shall immediately notify their supervisor of the suspicion. The supervisor shall require the employee to immediately contact Child Services [CPS] or in the case of an emergency, the City Police. Neither the supervisor nor the employee shall engage in any form of investigation.
- The supervisor shall notify their Department Head who will advise the City Administrator that a report has been filed, consistent with State law.

Following the completion of the reporting and investigative process, an in-house debriefing session will be conducted to review each phase, to determine need for additional training, and to review the reporting procedure for possible revisions.

If a child is suspected of being a victim of child abuse, these steps will be followed:

- The employee will immediately notify their supervisor of the suspected abuse and report the suspicions to Child Protective Services [CPS].
- The supervisor shall notify their Department Head who will advise the City Administrator.
- The proper authorities will conduct the investigation. Neither the supervisor nor the employee shall attempt any form of investigation.
- In order to protect the privacy of all persons involved, all phases of the reporting procedure shall remain strictly confidential. The person(s) making the report will remain anonymous, provided their report was made in good faith; however, persons with a legitimate need to know will be notified. Confidentiality of principals and witnesses cannot be guaranteed if criminal investigation or prosecution is pursued.
- Any and all media contact will be exclusively coordinated through the City Administrator.

Any person who has reason to believe that a child has been abused, abandoned or neglected and, acting upon that belief, makes a report of abuse, abandonment or neglect as required by law shall have immunity from any liability, civil or criminal, that might otherwise be incurred or imposed. Any person who reports in bad faith or with malice shall not be protected.

Any person who makes a report or allegation of child abuse, abandonment or neglect knowing the same to be false or who reports or alleges the same in bad faith or with malice shall be liable to the party or parties against whom the report was made.

GENERAL PROVISIONS

1. Travel Expense Reimbursement

An employee on City business shall be reimbursed for expenses incurred in completing their workrelated assignment in accordance with the policies established by the City Administrator. Each employee is responsible for providing verified receipts for any expenses for which reimbursement is requested. All employees traveling or incurring business expenses on behalf of the City as well as those responsible for the approval of these expenses are expected to use prudence, discretion, and good judgment to assist in maintaining control over travel expenses. The City will not pay for entertainment not included in the function package. Additionally, the City will not pay or reimburse for alcohol.

2. On-the-Job Injuries

All on-the-job injuries shall be reported to the Department Head within 24 hours of the injury to allow filing of worker's compensation claims in the proper manner. If an employee is disabled temporarily by an on-the-job accident that employee may be eligible for worker's compensation benefits upon submission to the State Insurance Fund. The City Treasurer must make sure the proper forms are filed with the State of Idaho for worker's compensation benefits eligibility. Return to employment will be authorized on a case-by-case basis upon consultation with the supervising official and the State Insurance Fund. Concerns associated with injured worker status may be brought before the supervisor and City Administrator for review.

The City has adopted a wage loss recovery benefit known as Kept on Salary (KOS). This benefit applies to full-time regular employees with a compensable work injury or illness under Idaho Workers' Compensation laws. Under the KOS benefit, if an injured employee is unable to work due to a compensable injury or illness, the employee will receive the difference between the statutory workers' benefit amount and the employee's regular net pay.

The KOS benefit begins after the workers compensation statutory five (5) calendar day waiting period, unless specifically exempt as defined by Idaho Code 72-1104. A KOS eligible employee may receive the KOS benefit for a period of time not to exceed six (6) months. After six (6) months, the employee receives the statutory temporary disability benefit as defined and allowed under applicable Idaho laws.

All time off work must be documented by the treating health care provider.

Employees who are not eligible for the KOS benefit may be eligible to receive the statutory temporary disability benefit.

All time off work must be documented by the treating health care provider.

3. Nepotism

No person shall be employed by the City which would result in a violation of the anti-nepotism provisions found in Idaho Code. Any such appointment may be voided by the Mayor if not done voluntarily by the appointing official.

The City shall not hire individuals as part time or full time employees that meet the following:

- An individual who is related within the second degree or married to a Department Head, department manager or supervisor in any department of the City.
- An individual who is married to an existing City employee in the same department. If two employees become married, one employee shall resign within 30 days of the marriage.
- No person related to the Mayor or member of City Council by blood or marriage within the second degree shall be appointed to any clerkship, office, position, employment or duty when the salary, wages, pay or compensation of such appointee or employee is to be paid out of public funds.

Individuals related within the second degree may be hired, subject to approval of the City Administrator, provided neither one is in a supervisory or management position. Should one become a supervisor, manager or director, the other shall resign within 30 days of the new position appointment.

4. Use of City Meeting Space

The City makes its meeting rooms available to the public and when employees are off-duty. The meeting rooms are open to individuals and organizations engaged in educational, cultural, intellectual or charitable activities. The City makes its meeting rooms available to area businesses for non-commercial purposes, such as employee meetings or retreats. Neither the City itself not the meeting rooms are designed to accommodate commercial or pecuniary activities of any kind. This policy does not apply to the use of the meeting facilities for City activities or for activities or events sponsored by the City. "Meeting Facilities" shall include meeting rooms in City Hall, Fire Station One, and Forest Service Park.

The Meeting Facilitates of the City shall be available subject to the following conditions:

- 1. The scheduled use shall not conflict with City sponsored programs or the City's ability to deliver its existing services.
- 2. The following legend must prominently appear on any sign, advertisement, invitation or other notice or announcement of an event to be held in City Meeting Facilities: "This event is neither sponsored nor endorsed by the City." Failure to include such legend will result in forfeiture of the right to use the applicable Meeting Facilities.
- 3. Unless approved by the City, use of City Meeting Facilities by an individual or an organization for meetings or events which are open to the members of the general public or which are

advertised or promoted to encourage attendance by members of the general public shall not exceed two times per year and shall not exceed once per month. Use of Meeting Facilities by an individual or an organization for meetings or events at which attendance is limited to organization members and/or their invited guests shall not exceed five times per year and shall not exceed once per month. Meetings which are open to the general public may pose a greater likelihood of imposing additional burdens on City personnel and may be more disruptive to the quiet enjoyment of the City by patrons.

4. The user shall be responsible for assuring that permitted occupancy limits pursuant to applicable fire or safety codes are not exceeded. The user will restore the premises to a clean and neat condition following the assembly. The City will be reimbursed for any costs to the City resulting from the use of a Meeting Facility by an organization or individual. Any fees, conditions, or other requirements for the use of a meeting facility shall be specified in the relevant use agreement.

SEPARATION OF EMPLOYMENT

1. Resignation

In order to resign in good standing employees shall give their supervisor written notice at least fourteen (14) calendar days prior to the employee's last workday. An employee's supervisor may choose to waive the fourteen (14) day notice requirement if they believe individual circumstances warrant it. If the fourteen (14) day requirement is waived, a written resignation letter is still required. The City may deny any request by an employee to rescind a resignation.

Job abandonment shall be defined as an unexcused or unauthorized absence of two (2) working days or more, which shall subject the employee to termination.

2. COBRA Benefits

Employees of the City who currently receive medical benefits, who separate from their employment may be eligible to continue those medical benefits at the employees' sole cost and expense for a limited time in accordance with the Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA).

3. Final Paycheck

Upon ending employment with the City, final paychecks will be issued to the employee on the next regular payday or in ten days (excluding weekends/holidays) whichever is sooner. If the employee gives the City Treasurer a written request for earlier payment, the employee will be paid within 48 hours (excluding weekends/holidays) of receipt of the request or the last day worked, whichever is later.

4. Exit Interview

Each employee who terminates from employment with the City may participate in an exit interview with the employee's supervisor or in the event of involuntary termination, with the City Administrator. In such interview, the supervisor shall notify the employee when certain benefits will terminate and when

final pay will be issued. The employee will inform the interviewer about their impressions of employment in such interview. An employee exit form, or other written record, will be completed at this point and will be retained in the employee's personnel file.

5. Reductions in Force

Employee assignments may be affected by a reduction in force made due to economic or other conditions. The City Administrator or designee reserves the right to make any changes in the work force or assignment of resources that is deemed to be in the organization's best interests. The City Administrator may also specify at the time reductions in force are made what reinstatement preferences may accompany the reductions, if any. Reinstatement preferences may be tied to the classification of the employee, to specialized skills possessed by the employee, or any other non-discriminatory reason.

6. Eligibility for Rehire

Former employees who were terminated, resigned in lieu of termination, had poor performance records, quit without proper notice, or were not in good standing with the City are not eligible for rehire.

7. Return of City Property

All City property shall be returned at or before the time of separation, including but not limited to:

- City credit or purchasing cards
- City uniforms or clothing
- Mobile devices
- Employee identification badge
- Keys to City vehicles and buildings
- City-owned technology
- Tools or other equipment
- Any other City property in possession of the employee

Failure to return items may result in criminal charges.

ACKNOWLEDGEMENT OF RECEIPT OF EMPLOYEE HANDBOOK

I acknowledge receipt of the City of Ketchum's Employee Handbook (Handbook). I understand that this Handbook is not a contract and cannot create a contract. I understand that I am responsible for familiarizing myself with the contents of the Handbook. I understand that I am obligated to perform my duties of employment in conformance with the provisions of the Handbook and any additional rules, regulations, policies, or procedures from the department where I work.

Printed Name:_____

Signature:_____

Date:_____

cc: Personnel File



City of Ketchum

CITY COUNCIL MEETING AGENDA MEMO

Meeting Date:	December 18, 2023 Staff Member/Dept: Trent Donat/Administration				
Agenda Item:	Recommendation to approve Resolution 23-022 for the surplus of various items via Public Surplus auctions.				
Recommended Motion:					
	"I move to approve Surplus Resolution 23-022 for the surplus of a 2002				

"I move to approve Surplus Resolution 23-022 for the surplus of a 2002 Ford Ranger XLT, a 1996 Chevrolet Cheyenne 2500 Flatbed Truck, and a John Deere Riding Mower via Public Surplus."

Reasons for Recommendation:

•	The 2002 Ford Ranger XLT, the 1996 Chevrolet Cheyenne 2500 Flatbed Truck, and the John Deere
	riding mower have reached the end of their useful lives for the City of Ketchum's purposes.
•	These three items will be auctioned using Public Surplus – an online auction site.

Sustainability Impact:

None OR state impact here: NONE

Financial Impact:

e OR Adequate funds exist in account: The City will receive the proceeds from both auctions. There	is
no charge to the City for this online auction service. Public Surplus receives their payment via the purchaser.	
3 ,	

Attachments:

1. Resolution 23-022	

CITY OF KETCHUM

RESOLUTION 23-022

A RESOLUTION OF THE CITY COUNCIL DECLARING A 2002 FORD RANGER XLT, A 1996 CHEVROLET CHEYENNE 2500 FLATBED TRUCK, AND A JOHN DEERE RIDING MOWER AS SURPLUS AND DISPOSING OF THESE THREE ITEMS USING PUBLIC SURPLUS (online auction).

SECTION 1: FINDINGS

1.1 The City of Ketchum no longer needs the 2002 Ford Ranger XLT, the 1996 Chevrolet Cheyenne 2500 Flatbed Truck, and the John Deere Riding Mower.

Now THEREFORE, BE IT RESOLVED by the City Council of the City of Ketchum that:

2.1. The City Council authorizes the City Clerk to dispose of the 2002 Ford Ranger XLT, the 1996 Chevrolet Cheyenne 2500 Flatbed Truck, and the John Deere Riding Mower via Public Surplus (online auction).

PASSED BY THE CITY COUNCIL of the City of Ketchum, effective this 18th day of December 2023.

APPROVED:

Signed:

Neil Bradshaw, Mayor

ATTEST:

By____

Trent Donat, City Clerk



City of Ketchum

CITY COUNCIL MEETING AGENDA MEMO

Meeting Date:	December 18, 2023	Staff Member/Dept:	Jade Riley/Trent Donat – Administration		
Agenda Item:	Recommendation to approve Resolution 23-019 for revised procurement policies and				
	procedures.				

Recommended Motion:

"I move to approve Resolution 23-019 revising procurement policies and procedures."

Reasons for Recommendation:

٠	Revision will move the City of Ketchum procurement policies and procedures to align with Idaho
	state law for procurement and contracting.

- State law mandates additional procurement steps and transparency (i.e., noticing) when dollar amounts reach certain thresholds.
- Protections are built into the current Council approval process with the PAR (Payment Approval Report) as a fair and transparent process, where Council reviews all payments made by the City.
- A contracts report can be included in the Council consent agenda outlining professional services contracts, in keeping with a fair and transparent process.
- Local/valley business and sustainability guidelines will continue to be adhered to with the recommended changes.
- The Association of Idaho Cities Procurement Manual is annually updated with the current procurement guidelines, procedures, and requirements for the acquisition of goods and services, public works construction, and professional services in compliance with Idaho law.
- Staff will provide training and procurement job aids to all departments to ensure adherence and efficiency in procurement policies including subscribing to local preference and sustainability guidelines.
- An annual procurement audit report will be presented to Council for review and comment.

Sustainability Impact:

None OR state impact here: Sustainability goals will be adhered to regardless of threshold levels adopted.

Financial Impact:

None OR Adequate funds exist in account: NONE

1. Resolution 23-019	
2. 2023 AIC Procurement Manual	
3. Procurement Presentation	
4. Staff Purchasing Policy Packet – 6.4.201	3

RESOLUTION NUMBER 23-019

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KETCHUM, IDAHO, TO APPROVE AND ADOPT AN UPDATED PROCUREMENT POLICY THAT ALIGNS WITH IDAHO LAW FOR THE PURCHASE OF MATERIALS AND SERVICES, PUBLIC WORKS CONSTRUCTION, AND PROFESSIONAL SERVICES.

WHEREAS, the Association of Idaho Cities Procurement Manual will represent the procurement guidelines, procedures, and requirements for the acquisition of goods and services, public works construction, and professional services in compliance with Idaho law.

WHEREAS, the City of Ketchum above the outlined legal thresholds will strictly abide by the Idaho legal requirements for procurement bid, Request for Proposal (RFP), and Request for Qualifications (RFQ), including proper transparency and documentation retention.

WHEREAS, staff will provide training and procurement job aids to all departments to ensure adherence and efficiency in procurement policies including subscribing to local preference and sustainability guidelines.

WHEREAS, an annual procurement audit review will be presented to the City Council of Ketchum.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF KETCHUM IDAHO:

Approval and adoption of an updated procurement policy that aligns with Idaho law for the purchase of materials and services, public works construction, and professional services.

This resolution will be in full force and effect upon its adoption this 18th day of December 2023.

CITY OF KETCHUM, IDAHO

Neil Bradshaw Mayor

ATTEST:

Trent Donat City Clerk

PROCUREMENT MANUAL

ASSOCIATION OF IDAHO CITIES 3100 S VISTA AVE #201 BOISE, IDAHO 83705

(208) 344-8594 IDAHOCITIES.ORG S CALCER

2023_257



Procurement

July 2023

Association of Idaho Cities 3100 S. Vista Ave. Ste. 201 Boise, ID 83705 Tel. (208) 344-8594 or (800) 344-8594 Fax (208) 344-8677 www.idahocities.org

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INTRODUCTION

This manual is intended to acquaint Idaho's city officials with procedures and requirements for the acquisition of goods, services and public works construction in compliance with Idaho law. Procedures vary for bidding on public works; for purchasing materials and supplies unrelated to public works; and for purchasing architectural, engineering or landscape architectural services. There are also different thresholds that determine whether a city can make purchases without going out for bid. Cities should establish sound policies and processes in the pursuit of efficient and cost-effective procurement that will result in the most beneficial outcome for the city. The overarching theme is practicing good stewardship of public resources.

PURCHASES EXEMPT FROM COMPETITIVE BIDDING I.C. 67-2803

Cities may participate in cooperative purchasing agreements competitively bid by the federal government, state of Idaho, or another Idaho unit of local government. Other exemptions from competitive bidding include:

- (1) The acquisition of personal property when the procurement duplicates the price and substance of a contract for like goods or services that has been competitively bid by the state of Idaho, one (1) of its political subdivisions, or an agency of the federal government;
- (2) Contracts or purchases where expenditures to procure public works construction are less than fifty thousand dollars (\$50,000) or where expenditures to procure services or personal property are less than seventy-five thousand dollars (\$75,000), provided such contracts or purchases shall be guided by the best interests of the political subdivision procuring the goods and services as determined by the governing board;
- (3) Disbursement of wages or compensation to any employee, official or agent of a political subdivision for the performance of personal services for the political subdivision;
- (4) Procurement of personal or professional services to be performed by an independent contractor for the political subdivision;
- (5) Procurement of an interest in real property;
- (6) Procurement of insurance;
- (7) Costs of participation in a joint powers agreement with other units of government;
- (8) Procurement of used personal property;
- (9) Procurement from federal government general services administration (GSA) schedules or federal multiple award schedules (MAS);
- (10) Procurement of personal property or services through contracts entered into by the division of purchasing of the department of administration of the state of Idaho;
- (11) Procurement of goods for direct resale;
- (12) Procurement of travel and training;
- (13) Procurement of goods and services from Idaho correctional industries;
- (14) Procurement of repair for heavy equipment;
- (15) Procurement of software maintenance, support and licenses of an existing system or platform that was bid in compliance with state law;
- (16) Procurement of public utilities;
- (17) Procurement of food for use in jails or detention facilities; or
- (18) Procurement of used equipment at an auction if authorized by the governing board.

PURCHASING SERVICES AND PERSONAL PROPERTY

Purchasing of services (e.g. janitorial services, landscape maintenance) and personal property (e.g., automobiles, equipment, supplies) follows the process outlined below:

a) For Purchases Under \$75,000

If the price of the contract or purchase is estimated to be under \$75,000, the city has the discretion to purchase from any vendor believed to provide the best value. Internal procedures can guide conduct.

b) For Purchases Between \$75,000 & \$150,000

- The city must make a written request for bids (by electronic or physical delivery) to at least three vendors. The request should describe: the personal property or services to be purchased or leased; the method(s) for vendors to submit their bids (again, by either electronic or physical delivery); the date and time by which bids must be received by the clerk or other authorized official; and a reasonable time to respond, with a minimum of at least three business days except in an emergency.
- Written objections to specifications or bid procedures must be received by the clerk or other authorized official at least one business day before the bids are scheduled to be received.
- When the bids are received, they are compiled and submitted to the city council (or an official authorized by the council) for approval of the lowest responsive bid or all bids are rejected, and the process starts over again.
- If the city determines that it is impractical or impossible to obtain three bids, the city may acquire the property in any manner the city deems best from the qualified vendor quoting the lowest price. When fewer than three bids are considered, the city must document its efforts to obtain three bids and maintain this documentation, along with the written trail from solicitation to acceptance of bids, for at least six months after the purchase. If two or more vendors tie for the lowest bid, the council or its authorized official may select either vendor at its discretion.
- □ For Purchases Greater than \$150,000: The purchase or lease must be made following a competitive sealed bid process from the qualified vendor submitting the lowest bid in compliance with bidding procedures and meeting the city's specifications.

The process begins when the city publishes two notices soliciting bids in the official city newspaper, with the first notice at least two weeks before bid opening and the second notice at least a week prior to bid opening. The notice must succinctly describe the personal property or services to be procured and must state that specifications, bid forms, instructions, contract documents and other information are available upon request to any interested bidder.

Written objections by bidders concerning specifications or bidding procedures must be received by the clerk or other authorized official at least three business days before the scheduled bid opening. The city may require bid security of at least five percent of the amount of the bid. If security is required, a bid may not be considered unless security is provided in the form required by the city, including:

- \Box Cash,
- \Box Cashier's check payable to the city,
- \Box Certified check payable to the city, or
- \square Bidder's bond executed by a qualified surety company payable to the city.

Any bid received by the city may not be withdrawn after the time set for opening of bids. The sealed bids are opened in public at the date, time and place specified in the published notices and thereafter are compiled and submitted to the city council.

The city council may award the contract to the vendor submitting the lowest responsive bid, reject all bids and go through the process again, or it may decide that the goods or services can be purchased more economically on the open market. If two or more bids are the same and are the lowest responsive bids, the city council may accept either in its discretion. The city council may also preauthorize the purchase of equipment at public auction.

If the city council chooses to award to a bidder other than the apparent low bidder, the council must declare its reasons on the record and must communicate these reasons in writing to all vendors submitting bids. Participating bidders have seven calendar days from the date of transmittal of the notice to respond in writing with their objections. If objections are received, the purchase is stayed while the city council reviews its decision and determines whether to affirm its prior award, modify the award or choose to re-bid, stating its reasons. After completion of the review process, the city may proceed as it determines is in the public interest.

If the successful bidder fails to execute the contract, the bid security may be forfeited to the city at the discretion of the council and the proceeds deposited in a designated fund out of which reasonable expenses of procuring substitute performance are paid. Upon failure or refusal of the successful bidder to execute the contract, the city may award to the next lowest qualified bidder. The lowest bidder's security may be applied by the city to the difference between the two bids. The surplus, if any, shall be returned to the lowest bidder if cash or check is used, or to the surety on the bidder's bond if a bond is used, less reasonable administrative costs not to exceed twenty-five percent of the amount of the bidder's security. <u>LC. §67-2806</u>

The city may utilize a request for proposal process as an alternative to the competitive bid process for procurement of goods or services for which fixed specifications might preclude discovery of a cost-effective solution, or where a problem may be amenable to several solutions, or price is not the sole determining factor.

Evaluation of vendors can be based on a variety of factors including innovative solutions, unique product features, price, experience, financial stability, the ability to perform contract requirements in a timely or efficient manner, the ability to meet product specifications, product quality or performance records, past vendor performance, future product maintenance or service requirements, and product warranties.

The request for proposal should describe the instructions of the process, the scope of work, the selection criteria, contract terms and the scoring methodology to be applied.

Notification, solicitation and consideration of contests concerning the award of procurement pursuant to a request for proposal shall be in accordance with the minimum requirements established in section 67-2806. Records compiled during the scoring process shall be made available for public inspection when the purchasing recommendation is made to the city council. <u>I.C. §67-2806A</u>

JOINT PURCHASING AGREEMENTS

A city may participate in cooperative purchasing agreements with the state of Idaho, other Idaho political subdivisions, other government entities, or associations thereof. Political subdivisions may also participate in

cooperative purchasing programs established by any association that offers its goods or services as a result of competitive solicitation processes. **I.C. <u>§67-2807</u>**

PURCHASING PUBLIC WORKS CONSTRUCTION – I.C. Title 67, Chapter 28

Cities are granted express authority to prequalify public works contractors, thus ensuring that contractors have the requisite experience, equipment and personnel to undertake a particular project. Cities are required to use a licensed public works contractor for jobs over \$50,000. The competitive bidding thresholds for public works construction are described below:

- □ **For Construction Projects Under \$50,000:** The city can purchase from any public works contractor believed to provide the best value. <u>I.C. §54-1903</u>
- □ For Construction Projects Between \$50,000 & \$200,000: The city must submit a written request (by electronic or physical delivery) for bids, describing the work to be done, to at least three licensed public works contractors selected by the city. The request should also specify the method for contractors to submit their bids (either by electronic or physical delivery) and the date, time and place by which bids must be received. The city must allow a reasonable time for bidders to respond: at least three business days, except in an emergency. Prospective bidders may submit objections to the bidding procedures or specifications up to one business day before bids are scheduled to be received. The city must accept the lowest responsive bid of the licensed public works contractors chosen by the city to submit bids or reject all bids and go through the process again.

If the city finds it is impractical or impossible to obtain three bids, the city may acquire the work in the manner it deems best from the qualified public works contractor quoting the lowest price. When fewer than three bids are considered, the city needs to document its efforts to obtain three bids, along with the written trail from solicitation to acceptance of bids and must keep the documentation for at least six months after the contract is awarded. If two or more contractors submit the same low bid, the city council or its authorized official may select whichever contractor it desires.

□ For Construction Projects Over \$200,000: There are two options:

Category A: Under this category, the city must accept bids from any licensed public works contractor, and the city may only consider:

- a. The amount of the bid.
- b. The bidder's compliance with administrative requirements.
- c. Whether the bidder holds the requisite public works contractors license.

The city must publish two notices soliciting bids in the official city newspaper, the first at least two weeks before bid opening and the second at least a week before bid opening. The notices must succinctly describe the project to be constructed and inform prospective bidders that specifications, bid forms, instructions, contract documents and other materials are available upon request for a reasonable copying fee.

Written objections to specifications or bidding procedures must be received by the clerk or other authorized official at least three business days before scheduled bid opening. The clerk/authorized official or city council must respond, in writing, to the objector and all other prospective bidders, adjusting the timeframe for submission of bids if necessary.

The city may require bid security of at least five percent of the amount of the bid. If security is required, a bid may not be considered unless security is provided in the form required by the city, which may include:

- \Box Cash,
- \Box Cashier's check payable to the city,
- □ Certified check payable to the city, or
- □ Bidder's bond executed by a qualified surety company payable to the city.

Submitted bids must be sealed, with an indication on the outside identifying the project. Any bid received by the city may not be withdrawn after the date and time of bid opening. The sealed bids are opened in public at the date, time and place specified in the published notices and thereafter are compiled and submitted to the city council.

The city council awards the contract to the qualified bidder submitting the lowest responsive bid or may reject all bids and re-bid the project. The city council may also, after determining it to be true, declare that the project can be performed more economically by purchasing goods and services on the open market. If identical bids are submitted and are the low bid, the city council may choose the bidder it prefers. If no bids are received, the city council may procure without further competitive bidding procedures.

If the city council chooses to award to a bidder other than the apparent low bidder, the city council must declare its reasons on the record and must communicate these reasons in writing to all those submitting bids. Participating bidders have seven calendar days from the date of transmittal of the notice to respond in writing with their objections. The procurement is stayed while the city council reviews its decision and determines whether to affirm its prior award, modify the award or choose to re-bid, as it deems to be in the public interest.

If the successful bidder fails to execute the contract, the bid security may be forfeited to the city and the proceeds may be deposited in a designated fund out of which the expenses of procuring substitute performance are to be paid. If the successful bidder refuses or fails to execute the contract, the city may award the contract to the qualified bidder submitting the next lowest responsive bid. If this occurs, the original contractor's security may be applied to the difference between the two bids, and any surplus remaining must be returned to the original contractor if cash or check is used or to the surety on the bidder's bond if a bond is used (less reasonable administrative costs not to exceed twenty-five percent of the amount of the security).

Category B: Under Category B, bidding is open only to those licensed public works contractors meeting the required qualifications established by the city. This process consists of two stages: the first establishing a list of prequalified contractors, and the second where sealed bids are submitted from prequalified contractors.

To start the prequalification process, the city publishes notice of prequalification of contractors twice in the official newspaper, providing a date and time by which statements of qualifications must be received and the standards for evaluating qualifications of prospective bidders. The first publication must be at least two weeks before the deadline and the second publication at least one week before the deadline. The city may establish prequalification standards based on the following criteria:

- □ Demonstrated technical competence;
- □ Experience constructing similar facilities;
- \Box The contractor's prior experiences with the city;

- □ The contractor's available non-financial resources, equipment and personnel as they relate to the particular project; and
- □ The contractor's overall performance history.

Licensed contractors desiring to be prequalified must submit a written response to the city's request for qualifications. Written objections to prequalification procedures must be received by the clerk or other authorized official at least three business days before statements of qualifications are due. The clerk/authorized official or city council must respond to the objections in writing, to all those seeking to prequalify, adjusting the timeframe for submission of statements of qualifications if necessary.

After reviewing statements of qualifications, the city may select the licensed contractors meeting its criteria. The city must provide a written explanation to any licensed contractor that fails to meet the prequalification standards. Any licensed contractor that fails the prequalification stage can appeal to the city council within seven days after transmittal of the prequalification results. If the council upholds the decision, it must state its reasons on the record. Decisions of the city council may be appealed to the public works contractor licensing board no more than fourteen days following any decision on appeal made by the council. The board must decide the appeal within thirty-five days after an appeal is filed. The appealing contractor and the city can participate in the hearing by either written or oral communication. The board shall not substitute its judgment for that of the city, and the board's review is limited to determining the following:

- □ Was the city council's decision consistent with the announced prequalification standards?
- □ Do the prequalification standards meet the requirements of the law?
- \Box Is the council's decision supported by the entirety of the record?

The board must issue its decision in writing, outlining the reasons for its decision. Any licensed contractor deemed unqualified by a decision of the board may seek judicial review of the decision within twenty-eight days after the board's decision. The prequalification process is stayed during a pending appeal to the board, but in no instance for more than forty-nine days after the council's appellate decision.

After the conclusion of the prequalification stage, the bidding stage commences by a notice of the time, date and place of the public opening of bids. If the city is seeking a prequalified prime contractor, the notice is sent to the prequalified prime contractors at least two weeks prior to bid opening. If the city is seeking a prequalified specialty or subordinate contractor, then the notice is published, with the first publication at least two weeks prior to bid opening and the second publication at least one week prior to bid opening. The notice must succinctly describe the project and indicate that copies of specifications, bid forms, instructions, contract documents and general and special instructions are available upon request and payment of a reasonable copying fee.

Sealed bids must be presented to the clerk or other authorized official, with a concise statement on the outside indicating the particular project.

Written objections to the specifications or bidding procedures must be received by the clerk or other authorized official at least three business days before the scheduled bid opening.

The city may require bid security of at least five percent of the amount of the bid. If security is required, a bid may not be considered unless security is included in the form required by the city, including:

- \Box Cash,
- □ Cashier's check payable to the city,
- \Box Certified check payable to the city, or
- □ Bidder's bond executed by a qualified surety company payable to the city.

Any bid received by the city may not be withdrawn after the date and time of bid opening. The sealed bids are opened in public at the date, time and place specified in the notice, and are then compiled and submitted to the city council for award. The council awards to the prequalified bidder submitting the lowest bid; rejects all bids and re-bids the project; or declares that the project can be performed more economically by purchasing goods and services on the open market. If identical low bids are received, the city council may choose the bidder it prefers. If no bids are received, the council may purchase without further competitive bidding.

If the city council chooses to award to a bidder other than the apparent low bidder, the council must declare its reasons on the record and communicate these reasons in writing to those submitting bids.

Participating bidders have seven calendar days from the date of transmittal of the notice to respond in writing with their objections. The procurement must be stayed while the city council reviews its decision and determines whether to affirm its prior award, modify the award or choose to re-bid, as it deems in the public interest, stating its reasons.

If the successful bidder fails to execute the contract, the bid security may be forfeited to the city and the proceeds may be deposited in a designated fund out of which the expenses of procuring substitute performance are paid. The city may thereafter award the contract to the qualified bidder submitting the next lowest responsive bid. If this occurs, the original contractor's security may be applied to the difference between the two bids, and any surplus remaining must be returned to the original contractor if cash or check is used or to the surety on the bidder's bond if a bond is used (less reasonable administrative costs not to exceed twenty-five percent of the amount of the security). I.C. §67-2805

If a bidder has made a clerical or mathematical mistake on a bid, the bidder may be eligible to be released from the bid provided the city receives written notice within five calendar days of the opening of the bids. The city must be satisfied that a material mistake has actually been made. The bidder will not be allowed to rebid on that project. Any bid security will be returned by the city. Bidders failing to execute a contract and not satisfying the conditions of a mistake shall forfeit any bid security. If the city determines that a bidder is entitled to relief, it shall prepare a written report documenting the facts. The report is to be available for inspection as a public record and filed with the city. If the second lowest responsible bidder fails or refuses to execute the contract, the city may likewise award it to the next lowest responsible bidders. On the failure or refusal of the second or next lowest responsible bidders to execute a contract, their bidder's security shall be likewise forfeited. A city may determine it is in its best interests to cancel and rebid the public works project and retain any forfeited bid security. <u>I.C.</u> <u>§54-1904B</u>, <u>§54-1904C</u>, <u>§54-1904D</u> and <u>§54-1904E</u>

Cities which contract for public works construction may not require that a contractor, subcontractor, material supplier or carrier pay its employees a predetermined wage rate or specific employee benefits unless required by state or federal law. Cities shall ensure that neither they nor any agent working on their behalf require or prohibit bidders to enter into or adhere to any agreement with labor organizations. I.C. §67-2809

Required Use of Licensed Public Works Contractors

Idaho law requires state and local governments to use licensed public works contractors for public works construction projects over \$50,000.

"Public works construction" includes any or all of the following branches:

(i) Heavy construction, which is defined as constructing substantially in its entirety any fixed works and structures (not including "building construction"), without limitation, for any or all of the following divisions of subjects: irrigation, drainage, sanitation, sewage, water power, water supply, reservoirs, flood control, reclamation, inland waterways, railroads, grade separations, track elevation, elevated highways, hydroelectric developments, aqueducts, transmission lines, duct lines, pipelines, locks, dams, dikes, levees, revetments, channels, channel cutoffs, intakes, drainage, excavation and disposal of earth and rocks, foundations, piers, abutments, retaining walls, viaducts, shafts, tunnels, airports, air bases and airways, and other facilities incidental to the same;

(ii) Highway construction, which is defined as all work included in highway construction contracts, including, without limitation, highways, roads, streets, bridges, tunnels, sewer and street grading, street paving, curb setting, surfacing and other facilities incidental to any of the same;

(iii) Building construction, which is defined as all work in connection with any structure now built, being built, or hereafter built, for the support, shelter and enclosure of persons, chattels, personal and movable property of any kind, requiring in its construction the use of more than two (2) unrelated building trades or crafts.

(iv) Specialty construction, which is defined as any work in connection with any public works construction, requiring special skill and the use of specially skilled trades or crafts. I.C. §54-1901(2)(c)

Public Works Contracts for Less than \$50,000

Use of a licensed public works contractor has increased from \$10,000 to \$50,000 giving public owners more flexibility, but also more responsibility to be sure that everyone who contracts understands the implications. Because public property is not subject to lien laws that protect contractors from owners who won't pay, the contracting parties need to engage their city attorneys or use payment and performance bonds on small contracts. Payment and performance bonds exist as a substitute for lien remedies in public construction.

For public works construction contracts with a value less than \$50,000, lien authority should be expressly disclaimed. An alternative method to resolve performance and payment disputes should be incorporated in the contracts for smaller public works projects. The types of projects we are highlighting include building remodeling, small paving jobs, landscaping, etc.

Naming of Subcontractors

General contractors must include in their bids the names and addresses of the subcontractors responsible for plumbing, heating and air conditioning, and electrical work under the contract. Subcontractors named by the general contractor must possess the appropriate licenses or certificates of competency issued by the state of Idaho covering the contractor work classification in which each respective subcontractor is named. Failure of a general contractor to name subcontractors renders any bid submitted by the contractor unresponsive and void

In the event the general contractor secures the contract and is unable to finalize the terms of agreement with a subcontractor for any reason other than cost, the general contractor names another subcontractor within 10 days of being awarded the contract. The general contractor must disclose to the city the cost of work to be performed by the substitute subcontractor, and if less than the original subcontractor's bid, the reduction in cost must be passed on to the city. **I.C.** <u>867-2310</u>

Payment and Performance Bonds

Idaho law requires contractors selected for public works construction projects equal to or greater than \$50,000 to provide performance and payment bonds:

- Performance bond of at least 85 percent of the contract amount, conditioned upon the faithful performance of the contract in accordance with plans, specifications and conditions, solely for the protection of the city.
- Payment bond of at least 85 percent of the contract amount, solely for the protection of persons supplying labor, materials or renting, leasing or otherwise supplying equipment to the contractor or subcontractors.
- Cities requiring performance or payment bonds in excess of 50% of total contract amount shall not withhold from the contractor or subcontractor any amount exceeding 5% of the total amount payable as retainage. The city shall release to the contractor any retainage for those portions of the project accepted by the city and the contractors as complete within 30 days after such acceptance. Bonds shall be executed by a surety company or companies authorized to do business in Idaho, or the contractor may deposit any of the type of government obligations listed in <u>I.C. §54-1901(2)(h)</u>, in lieu of furnishing a surety company performance or payment bond or bonds.
- It shall be illegal for the invitation for bids, or any person acting or purporting to act, on behalf of the city to require that such bonds be furnished by or through a particular source. <u>I.C. §54-1926</u>

Any city that fails to obtain the necessary payment bond is required to make payment, upon demand, to all persons supplying materials or labor under the contract and such persons have a right of action against the city for up to one year after the materials and/or labor were furnished. <u>I.C. §54-1928</u>

Use of City Employees for Public Works Construction Projects

Idaho law does not restrict cities' ability to undertake public works construction projects with city employees (whether permanent or temporary). City employees are exempt from the requirements for public works contractor licensing. Since the local government purchasing law expressly exempts "disbursement of wages" to any city employee from the requirements for competitive bidding, the city is only required to go through the competitive bidding process for any materials or equipment purchased for the project. <u>I.C. §67-2803</u>

PENALTIES FOR PUBLIC OFFICIALS VIOLATING THE LAW

• There is a civil penalty of up to \$5,000 for public agencies who willfully or knowingly avoid compliance with the competitive bidding law by contracting with unlicensed or improperly licensed contractors (the fine is paid by the city). I.C. §54-1914

- A criminal penalty of up to one year in jail and a \$5,000 fine exists for officials who knowingly let a public works contract to an unlicensed contractor, unless, however, there is no qualified bidder willing to undertake the public works covered by the contract. <u>I.C. §54-1920</u>
- There is a civil penalty of up to \$5,000 for officials who willfully or knowingly avoid compliance with the competitive bidding law by willfully or knowingly splitting or separating purchases or work projects with the intent of avoiding compliance with such statutes (the fine is paid by the city). I.C. §59-1026

EMERGENCY AND SOLE SOURCE PROCUREMENT

In the case of emergency expenditures, the city council declares that an emergency exists (reciting with some detail why that is the case) and that public interest and necessity demand the immediate expenditure of public money, as a result of:

- A great public calamity, such as an extraordinary fire, flood, storm, epidemic or other disaster.
- It is necessary to do emergency work to prepare for the national or local defense.
- It is necessary to do emergency work to safeguard life, health or property.

Once the council declares an emergency, the city may proceed to purchase without competitive bidding.

In the case of sole source procurement, the council must declare that there is only one (1) source reasonably available for the public works construction, services or personal property to be acquired, which includes:

- Where public works construction, services or personal property is required to respond to a lifethreatening situation or a situation that is immediately detrimental to the public welfare or property.
- Where the compatibility of equipment, components, accessories, computer software, replacement parts or service is the paramount consideration.
- Where a sole supplier's item is needed for trial use or testing.
- The purchase of mass-produced movies, videos, books or other copyrighted materials.
- The purchase of public works construction, services or personal property for which it is determined there is no functional equivalent.
- The purchase of public utility services.
- The purchase of products, merchandise or trademarked goods for resale at a local government facility.
- Where competitive solicitation is impractical, disadvantageous or unreasonable under the circumstances.

For sole source procurement, the city council declares that there is only one (1) vendor for the public works construction, services or personal property to be acquired, and then publishes notice of the sole source procurement in the official newspaper at least fourteen (14) days before awarding the contract (publication is

not required in the case of a life-threatening situation or a situation that is immediately detrimental to public welfare or property). <u>I.C. §67-2808</u>

RECIPROCAL PURCHASING PREFERENCE LAW

Several states have "purchasing preference" laws, providing that bids from out-of-state vendors/contractors automatically have a specified percentage added to the bid for the purpose of determining the low bidder. Idaho operates under a "reciprocal preference" system that adds to the bids of out-of-state bidders the same percentage that the bidder's home state provides as preference for in-state vendors. This applies to bids for procurement of public works, materials, supplies, services or equipment. <u>I.C. §67-2348</u>, <u>I.C. §67-2349</u>

For the purposes of this section, any bidder domiciled outside the boundaries of the state of Idaho may be considered as an Idaho domiciled bidder, provided that there exists for a period of one (1) year preceding the date of the bid a significant Idaho economic presence as defined herein. A significant economic presence shall consist of the following:

(a) That the bidder maintain in Idaho fully staffed offices, or fully staffed sales offices or divisions, or fully staffed sales outlets, or manufacturing facilities, or warehouses or other necessary related property; and

(b) If a corporation be registered and licensed to do business in the state of Idaho with the office of the secretary of state.

For paper product bids, those items that meet recycled content standards may be given not more than a five percent (5%) purchasing preference. As such, those qualifying paper products may be considered to cost five percent (5%) less when choosing the lowest responsible bidder. <u>I.C. §67-2349</u>

There are several important considerations to keep in mind when examining purchasing preferences:

- Purchasing preferences only apply to purchases of materials, supplies, equipment, services and public works construction that are competitively bid (anything over \$50,000 and any other purchases that the city decides to competitively bid).
- Preferences do not apply to sole source or emergency purchases.
- State of domicile means: where a corporation is chartered or incorporated, or where a sole proprietor or partnership is located or has its permanent headquarters.
- The purchasing preference is only added to the amount of the bid for the purpose of determining the low bidder, and the city does not pay that amount to the low bidder.

UNDERSTANDING P-CARDS

P-Cards (short for "purchasing cards") are credit cards used by government agencies typically for small purchases. They function just like a credit card and may be used wherever credit cards are accepted. P-Cards help streamline the requisitioning, purchasing and payment process for small transactions. Instead of dealing with piles of purchase orders and invoices, the city gets one statement that shows the total amount due for all cardholders and each cardholder gets an individual statement that includes all their purchases for the month.

P-Cards provide a great degree of flexibility, control and accountability over purchasing activities. In setting up a P-Card system, cities determine who gets a card, and can establish specific products/services which may

be purchased (and block merchant categories, such as bars, golf courses, etc.) and dollar limits for each card (including monthly, daily, and per transaction dollar limits).

SALES & USE TAX EXEMPTION

The State of Idaho and local governments are exempt from Idaho sales and use tax. Tax-exempt entities must provide merchants with a completed Sales Tax Resale or Exemption Certificate (ST-101). Merchants are required to keep a copy of this form in their records to verify the tax-exempt status of the governmental entity. Once this form is on file with the merchant, it covers all of the city's future purchases. In addition to filling out the buyer and seller information in the boxes on the top of this form, the buyer must checkmark the "Government (U.S./Idaho)" box in Section 3, "Exempt Buyers." Finally, the buyer must sign, indicate a title, fill in the city's Federal EIN and date the form at the bottom. For tax-exempt cash purchases, a form ST-104G must be filled out for the vendor and must be signed by the purchasing agent as well as the buyer. Costs of hotel rooms for city officials on city business are exempt from sales tax when the hotel is charged to a city credit card (form ST-104HM is required)—cash payments, payments with personal credit cards and payments reimbursed to the traveler are subject to sales tax.

Purchases made by cities from out-of-state vendors that are delivered within Idaho are tax-exempt. If the outof-state vendor is registered to collect Idaho state sales tax, the city must provide a valid, completed ST-101 to the vendor. Under no circumstances should a city pay sales tax to another state when the product is delivered in Idaho by the out-of-state vendor or a common carrier. If items are purchased in another state and possession is taken in that state, then the tax laws of that state determine what tax, if any, is owed. For example, Oregon and Montana have no sales tax, but Washington allows no tax exemptions for government agencies.

A prime or subcontractor is not exempt from sales and use tax simply because it is performing a service for a government agency. The contractor must pay sales tax to the vendor upon purchase of supplies or equipment or must pay use tax to the state if items are purchased without paying tax or materials are directly received from a governmental entity.

QUALIIFICATIONS-BASED SELECTION OF DESIGN PROFESSIONALS

Idaho law requires "qualifications-based selection" (QBS) of design professionals, including architects, engineers, landscape architects, land surveyors, and construction managers. The QBS process differs from competitive bidding in that selection is based on qualifications and demonstrated competence, not merely submission of the lowest bid. For projects over \$50,000, the city is required to use the QBS process outlined below. For projects under \$50,000, the city may use the process outlined below or establish its own guidelines for selection based on demonstrated competence and qualifications, followed by negotiation of the fee determined to be fair and reasonable considering the value, scope, complexity, schedule and nature of services required.

- First, the city establishes the criteria, procedures and qualifications for the services being sought.
- The city publishes a Request for Qualifications (RFQ) twice, the first publication at least two (2) weeks before the deadline for submission of statements of qualifications, the second publication at least one (1) week before the deadline, in the official newspaper. The RFQ does not include price information, since this is negotiated with the top-ranked firm once the scope of the project has been fully defined. The RFQ includes the following:
 - A brief description specifying the type, scope and location of the project, along with the projected project completion date.

- A description of the professional services required.
- The criteria used to evaluate firms submitting statements of qualifications, specifically: prior experience in similar projects, familiarity with federal and state laws and regulations, experience with certain types of grants, etc.
- That specifications, instructions and other documents are available to interested persons.
- That interested persons should submit statements of qualifications including: a brief history of the firm; experience in similar projects; capability to undertake the project; the names and qualifications of the project team; familiarity with the city; project approach and preliminary schedule.
- The deadline for submission of statements of qualifications, the address to which statements should be sent and the name of a contact person to answer questions and provide specifications and instructions.
- The city may request information regarding a person's or firm's rates, overhead and multipliers, if any, but shall not use the information provided for the purpose of ranking in order of preference.
- The city selects the individual or firm it determines to be best qualified to provide the required services, ranked in order of preference, according to the established criteria.
- The city negotiates with the highest-ranking individual/firm to perform the services at a price determined by the city.
- If the city and the preferred individual/firm are unable to agree on contract terms, including price, the city may repeat the process with the second ranked individual/firm. If necessary, the process is repeated by continuing down the list until the city reaches an agreement.

Cities are also permitted to establish a list of prequalified individuals/firms for different types of projects. The list must have at least two or more prequalified individuals/firms, and the city is required to provide public notice of the prequalification process in the same manner as for the RFQ process (outlined above). When a project comes up, the city can choose the top ranked individual/firm from the prequalified list, rather than going through the public notice and RFQ process each time. The prequalification list is good for only five years, and may be cancelled earlier by the city if it determines that to be in the public interest. I.C. §67-2320

ADDITIONAL CONSIDERATIONS

Cities should also be aware of the follow Idaho Code provisions when purchasing:

- <u>67-2359.</u> <u>CONTRACT WITH A COMPANY OWNED OR OPERATED BY THE GOVERNMENT</u> <u>OF CHINA PROHIBITED.</u>
- <u>67-2346. ANTI-BOYCOTT AGAINST ISRAEL ACT.</u>
- <u>67-2347. PROHIBITION OF ENVIRONMENTAL, SOCIAL, AND GOVERNANCE STANDARDS</u> <u>IN PUBLIC CONTRACTS.</u>



Procurement December 4, 2023



- Procurement goals
- Comparision with ID jurisdictions
- Ketchum procurement/spending history
- Proposal(s): Threshold adjustments
- Next steps



Procurement Alignment of Goals

- Fair and transparent process
 - PAR approval is part of every council meeting
 - What does Council want to know in advance?
- Supporting local businesses
 - Price differential threshold (where do we drawn the line).
 - The State/AIC Manual does not provide a differential.
- Furthering sustainability goals
 - Areas of focus: vehicles (electric); building materials; others?
 - Green Purchasing Policy example Sonoma's: <u>https://tinyurl.com/</u> <u>sonomaexample</u>
- Staff efficiency
 - Challenge of small market
 - Less time on sourcing vendors/paperwork

Procurement

State Law / Association of Idaho Cities (AIC) Procurement Manual

Category	Threshold	Process	Threshold	Process	Threshold	Process
Materials & Goods (pg. 2)	< \$75k	No process	\$75k-\$150k	Informal	> \$150k	Formal
Public Works/Construction (pg. 4)	< \$50k	No process	\$50k-\$200k	Informal	> \$200k	Formal
Design Professionals (pg. 12)	< \$50k	No process	> \$50k*	Informal		Formal
	*qualifications-based selection" (QBS) of design professionals, including architects, engineers, landscape architects, land surveyors, and construction managers					
Independent Contractors (pg. 1)	No process – "exemptions from competitive bidding include 'Procurement of personal or professional services to be performed by an independent contractor for the political subdivision"					
 No process – Informal – 	city discretio		t least three venc	lors		

noticing, sealed bids opened in public

competitive bidding.

Informal –

Formal –

Sole source (pg. 13) –

- Emergency purchases (pg. 13) •
- Cooperative agreements (pg. 6) –

bid by the federal government, state of Idaho, or another Idaho unit of local government (purchases exempt from competitive bidding)

public works construction, services or personal property to be acquired

the council must declare that there is only one (1) source reasonably available for the

once the council declares an emergency, the city may proceed to purchase without



Procurement Comparisons

	ldaho Law	Blaine County	BSCD	Driggs	Hailey	McCall	Sun Valley	Ketchum EXISTING
Materials & Goods	\$ >75,000	ID Law	ID Law	ID Law	ID Law	ID Law	ID Law	\$ >5,000
Public Works / Construction	\$ >50,000	ID Law	ID Law	ID Law	ID Law	ID Law	ID Law	\$ >5,000
Design Professionals/ Services	\$ >50,000	ID Law	ID Law	ID Law	ID Law	ID Law	ID Law	\$ >5,000



Procurement Ketchum Historical Procurement

Threshold	2022	2023
\$5,000 - \$10,000	22	20
\$10,000 - \$15,000	15	13
\$15,000 - \$25,000	19	22
	56 (50%)	55 (47%)
\$25,000 - \$50,000	25	35
\$50,000 +	31	27
	56 (50%)	62 (53%)
Total bids:	112	117



Local Vendors

Percentage of Local Resources Used	2022	2023
Materials & Goods	36%	34%
Public Works / Construction	32%	47%
Professional Services	69%	59%



Procurement
Threshold Proposal

Ketchum	Current	Proposed
Materials & Goods	\$ >5 <i>,</i> 000	\$ >30,000 (?)
Public Works / Construction	\$ >5,000	\$ > 50,000
Professional Services	\$ >5 <i>,</i> 000	\$ > 30,000 (?)

Objectives fulfilled under goals

- Helps staff efficiency
- Can still focus on buying local and sustainability



Discussion



- December 18 Resolution to adopt new purchasing thresholds.
- Staff training sessions for new regulations.



City of Ketchum

June 4, 2018

Mayor Bradshaw and City Councilors City of Ketchum Ketchum, Idaho

Mayor Bradshaw and City Councilors:

Recommendation to Approve Updated City Purchasing Procedures

Recommendation and Summary

Staff is seeking approval of updated City purchasing procedures that will align City procurement processes and approvals more closely with the requirements of Idaho Code Title 67, Chapter 28.

The reasons for seeking direction are as follows:

- The Idaho Legislature made changes to statutes concerning purchasing by political subdivisions during the 2017 session that have recently gone into effect.
- Recent procurements by the City of Ketchum have demonstrated a need to more closely align City procedures with allowable processes.

Introduction and History

City purchasing and contracting is primarily governed by Idaho State Code. The State regulates the purchasing and contracting process for expenditures over \$50,000 in Idaho Government Code Title 67, Chapter 28. However, for purchases under \$50,000, the city has the authority to establish the selection process and procedures.

Attached are the proposed purchasing procedures for the City of Ketchum. The procedures identify the process for goods and services purchases between \$1,000 to over \$100,000, and public works projects less than \$5,000 to over \$200,000.

<u>Analysis</u>

The proposed changes align City procedures with State purchasing requirements while also updating the process for procurement actions below the Legislatively-established thresholds. Given recent procurement experience, staff believes the proposed changes will enable more efficient procurement of certain goods and services that pose unique procurement challenges.

Financial Impact

The proposed changes are anticipated to have minimal fiscal impact to the City.

Attachments

- Attachment A: Proposed Changes to City Purchasing Procedures
- Attachment B: Clean Copy of Proposed City Purchasing Procedures

2016-CITY OF KETCHUM PURCHASING PROCEDURES

Idaho Government Code 67-2801-2809<u>Title 67, Chapter 28</u>, governs the purchasing procedures for the City of Ketchum. The legislative intent of the code states:

Efficient and cost-effective procurement of goods, services and public works construction is an important aspect of local government operations. Local public agencies should endeavor to buy goods, services and public works construction by way of a publicly accountable process that respects the shared goals of the economy and quality. Political subdivisions of the state shall endeavor to purchase goods and services from vendors with a significant Idaho presence.

The following outlines the purchase purchasing procedures for the City of Ketchum

A. PURCHASE OF GOODS AND SERVICES BETWEEN \$1,000 and \$5,000

- Solicit cost quotes from at least three sources to ensure the city is receiving the best price.
- Qualified vendors located in the city of Ketchum will be preferred provided the cost proposal is no more than 10% above the lowest price.
- Employees will need to get department head approval prior to making purchase and the Department Head will review and approve the purchase based on the cost quotes.
- Department Head will need to finalize the purchase by coding the invoice and submitting to accounts payable to go thru the council approval procedure.
- Exceptions from these procedures may be made subject to the approval of the City Administrator.

B. PURCHASE OF GOODS AND SERVICES OVER \$5,000 BUT LESS THAN \$2550,000

- Obtain-Solicit written cost quotes from at least three sources to ensure the city is receiving the best price.
- Qualified vendors located in the city of Ketchum will be preferred provided the cost proposal is no more than 10% above the lowest price or the service does not require special expertise that is not available locally.
- Before <u>securing-requesting</u> cost quotes, the purchase will need to be approved ahead of time by the Department Head to verify funds are available and budgeted.
- Any-With the exception of certain Streets Division purchases of budgeted maintenance materials including, but not limited to, sand, gravel, oil, and chip seal materials, any purchase order, agreement, or contract must be approved by City Council before work is authorized. <u>Budgeted maintenance materials for the Streets Division may be procured</u> subject to the approval of the City Administrator.
- Once approvals are in place, department head will need to finalize the purchase by coding the invoice and submitting to accounts payable to go thru the council approval procedure.
- The Treasurer/Clerk's Office will insure that all purchases for city equipment or city property over \$5,000 is entered into the assets management tracking system.
- For on-going multi-year services, new cost quotes shall be obtained three years after the contract is awarded, or sooner, if determined by the city to solicit new quotes to ensure the city is receiving the best price.

C. PURCHASE OF GOODS AND SERVICES (non-public works projects) OVER \$2550,000 BUT LESS THAN \$50100,000

- Prepare request for bids and supply to at least three vendors by written means, either by electronic or physical delivery.
- Request for bids must be in writing, must describe the goods or services to be provided, must describe the delivery method for bid submittal and date and time for bid proposal to be submitted, must allow at least three days to respond (unless emergency), must provide opportunity to object to specifications (<u>at least</u> one (1) day before open) and must submit responsive bid in writing by approved means.
- Political subdivision must keep written records of procurement efforts for at least six months and must accept the low bid from a qualified vendor.
- For on-going multi-year services, the bid process shall occur within 3 years after the bid is awarded or sooner, if determined by the city to solicit new bids.
- See Idaho Code 67-2806.

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- D. PURCHASE OF GOODS AND SERVICES (non-public works projects) \$50100,000 AND ABOVE
 - Selection of vendor shall be made pursuant to an open competitive sealed bid process and awarded to the lowest bid price complying with the bidding procedures and meeting the specifications for the good or service.
 - Publish bid notice at least two (2) weeks in advance of bid opening, make bid specifications available, allow written objections to specifications up to <u>at least</u> three (3) days before bid opening, bid bond is optional, can reject all bids and declare that goods or services can be purchased more economically in the open market.
 - If lowest bidder does not execute contract, bid bond may be forfeited and applied to next low bidder. If not awarded to low bidder, must state reasons and notify all bidders.
 - Objections from other bidders must be submitted within seven (7) days of transmittal to all bidders. Governing board may affirm decision, modify decision or re-bid as it sees fit.
 - For on-going multi-year services, the bid process shall occur within 3 years after the bid is awarded or sooner, if determined by the city to solicit new bids.
 - See Idaho Code 67-2806.

E. PUBLIC WORKS CONSTRCTION PROJECTS LESS THAN \$2550,000

• Follow the process outlined in Item B above.

F. PUBLIC WORKS CONSTRUCTION PROJECTS OVER \$2550,000 BUT LESS THAN \$100200,000

- Provide a written bid to no fewer than three public works contractors either physically or electronically. The solicitation shall describe the work to be completed in sufficient detail to allow a contractor to understand the construction project.
- Bids must describe the delivery method for the bid submittal and the date, time and person to receive the bid submittal. No less than 3 days must be provided for a bid response to be prepared.

- Award of bid shall be based on the responsive bid proposing the lowest price or all bids shall be rejected.
- If determined to be impractical or impossible to obtain three bids the city may acquire the work in the best way from qualified public works contractors quoting the lowest price.
- When less than three bids are considered, a description of the efforts undertaken to obtain at least three bids must be documented and documentation must be maintained for at least six months after a decision is made.
- See Idaho Code 67-2805

G. PUBLIC WORKS PROJECTS OVER \$100200,000

Competitive bid process with sealed bids as outlined in Idaho Code 67-2805(32)

H. PROFESSIONAL SERVICES

• Follow process identified in Item B above or Idaho Code 67-2806A.

I. EXCLUSIONS

- The acquisition of personal property when the procurement duplicates the price and substance of a contract for like goods or services that has been competitively bid by the state of Idaho, one of its political subdivisions or an agency of the federal government.
- The procurement of: (1) repair for heavy equipment, (2) software maintenance, support, or licenses, (3) travel and training, (4) insurance, and (5) items identified in Idaho Code 67-2803.
- Emergency expenditures as identified in Idaho Code 67-2808
- For goods and services purchases and public works projects under \$25,000, sole source expenditures may occur subject to the approval of the City Administrator provided the department demonstrates one of the situations identified in Idaho Code Section 67-2808.
- For goods and services purchases and public works projects over \$25,000, sole source expenditures may occur subject to provisions of Idaho Code Section 67-2808.

All invoices are to be mailed directly to The City of Ketchum, Box 2315, Ketchum, ID 83343. Any bills that currently go to outlying areas need to be re-directed to City Hall.

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CITY OF KETCHUM PURCHASING PROCEDURES

Idaho Government Code Title 67, Chapter 28, governs the purchasing procedures for the City of Ketchum. The legislative intent of the code states:

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The following outlines the purchasing procedures for the City of Ketchum

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- Qualified vendors located in the city of Ketchum will be preferred provided the cost proposal is no more than 10% above the lowest price.
- Employees will need to get department head approval prior to making purchase and the Department Head will review and approve the purchase based on the cost quotes.
- Department Head will need to finalize the purchase by coding the invoice and submitting to accounts payable to go thru the council approval procedure.
- Exceptions from these procedures may be made subject to the approval of the City Administrator.

B. PURCHASE OF GOODS AND SERVICES OVER \$5,000 BUT LESS THAN \$50,000

- Solicit written cost quotes from at least three sources to ensure the city is receiving the best price.
- Qualified vendors located in the city of Ketchum will be preferred provided the cost proposal is no more than 10% above the lowest price or the service does not require special expertise that is not available locally.
- Before requesting cost quotes, the purchase will need to be approved ahead of time by the Department Head to verify funds are available and budgeted.
- With the exception of certain Streets Division purchases of budgeted maintenance materials including, but not limited to, sand, gravel, oil, and chip seal materials, any purchase order, agreement, or contract must be approved by City Council before work is authorized. Budgeted maintenance materials for the Streets Division may be procured subject to the approval of the City Administrator.
- Once approvals are in place, department head will need to finalize the purchase by coding the invoice and submitting to accounts payable to go thru the council approval procedure.
- The Treasurer/Clerk's Office will insure that all purchases for city equipment or city property over \$5,000 is entered into the assets management tracking system.
- For on-going multi-year services, new cost quotes shall be obtained three years after the contract is awarded, or sooner, if determined by the city to solicit new quotes to ensure the city is receiving the best price.

C. PURCHASE OF GOODS AND SERVICES (non-public works projects) OVER \$50,000 BUT LESS THAN \$100,000

- Prepare request for bids and supply to at least three vendors by written means, either by electronic or physical delivery.
- Request for bids must be in writing, must describe the goods or services to be provided, must describe the delivery method for bid submittal and date and time for bid proposal to be submitted, must allow at least three days to respond (unless emergency), must provide opportunity to object to specifications (at least one (1) day before open) and must submit responsive bid in writing by approved means.
- Political subdivision must keep written records of procurement efforts for at least six months and must accept the low bid from a qualified vendor.
- For on-going multi-year services, the bid process shall occur within 3 years after the bid is awarded or sooner, if determined by the city to solicit new bids.
- See Idaho Code 67-2806.

D. PURCHASE OF GOODS AND SERVICES (non-public works projects) \$100,000 AND ABOVE

- Selection of vendor shall be made pursuant to an open competitive sealed bid process and awarded to the lowest bid price complying with the bidding procedures and meeting the specifications for the good or service.
- Publish bid notice at least two (2) weeks in advance of bid opening, make bid specifications available, allow written objections to specifications up to at least three (3) days before bid opening, bid bond is optional, can reject all bids and declare that goods or services can be purchased more economically in the open market.
- If lowest bidder does not execute contract, bid bond may be forfeited and applied to next low bidder. If not awarded to low bidder, must state reasons and notify all bidders.
- Objections from other bidders must be submitted within seven (7) days of transmittal to all bidders. Governing board may affirm decision, modify decision or re-bid as it sees fit.
- For on-going multi-year services, the bid process shall occur within 3 years after the bid is awarded or sooner, if determined by the city to solicit new bids.
- See Idaho Code 67-2806.

E. PUBLIC WORKS CONSTRCTION PROJECTS LESS THAN \$50,000

• Follow the process outlined in Item B above.

F. PUBLIC WORKS CONSTRUCTION PROJECTS OVER \$50,000 BUT LESS THAN \$200,000

- Provide a written bid to no fewer than three public works contractors either physically or electronically. The solicitation shall describe the work to be completed in sufficient detail to allow a contractor to understand the construction project.
- Bids must describe the delivery method for the bid submittal and the date, time and person to receive the bid submittal. No less than 3 days must be provided for a bid response to be prepared.

- Award of bid shall be based on the responsive bid proposing the lowest price or all bids shall be rejected.
- If determined to be impractical or impossible to obtain three bids the city may acquire the work in the best way from qualified public works contractors quoting the lowest price.
- When less than three bids are considered, a description of the efforts undertaken to obtain at least three bids must be documented and documentation must be maintained for at least six months after a decision is made.
- See Idaho Code 67-2805

G. PUBLIC WORKS PROJECTS OVER \$200,000

Competitive bid process with sealed bids as outlined in Idaho Code 67-2805(2)

H. PROFESSIONAL SERVICES

• Follow process identified in Item B above or Idaho Code 67-2806A.

I. EXCLUSIONS

- The acquisition of personal property when the procurement duplicates the price and substance of a contract for like goods or services that has been competitively bid by the state of Idaho, one of its political subdivisions or an agency of the federal government.
- The procurement of: (1) repair for heavy equipment, (2) software maintenance, support, or licenses, (3) travel and training, (4) insurance, and (5) items identified in Idaho Code 67-2803.
- Emergency expenditures as identified in Idaho Code 67-2808
- For goods and services purchases and public works projects under \$25,000, sole source expenditures may occur subject to the approval of the City Administrator provided the department demonstrates one of the situations identified in Idaho Code Section 67-2808.
- For goods and services purchases and public works projects over \$25,000, sole source expenditures may occur subject to provisions of Idaho Code Section 67-2808.

All invoices are to be mailed directly to The City of Ketchum, Box 2315, Ketchum, ID 83343. Any bills that currently go to outlying areas need to be re-directed to City Hall.



City Council

Regular Meeting

~ Minutes ~

480 East Avenue North Ketchum, ID 83340 http://ketchumidaho.org/

> Robin Crotty 208-726-3841

Monday, June 4, 2018	5:30 PM	Ketchum City Ha
Present:	Mayor Neil Bradshaw	
	Council President Michael David	
	Councilor Jim Slanetz – present by phone	
	Councilor Courtney Hamilton	
	Councilor Amanda Breen	
Also Present:	Ketchum City Administrator Suzanne Frick	
	Ketchum City Attorney Matt Johnson	
	Director of Finance and Internal Services Grant Gager	
	Director of Planning & Building John Gaeddert	

1. CALL TO ORDER: By Mayor Neil Bradshaw

Mayor Neil Bradshaw called the meeting to order at 5:40 pm

2. ROLL CALL

3. COMMUNICATIONS FROM MAYOR AND COUNCILORS

Councilor Amanda Breen thanked Police Chief Dave Kassner for the bike safety program.

Councilor Courtney Hamilton talked about the success of the Fair on the Square.

Mayor Neil Bradshaw advised council that an alternate route for the bike criterion has been found and all parties are pleased. He pointed out the new art "For the Love of Dogs" now hanging in the council chambers. Mayor Bradshaw talked about the success of the Fair on the Square and advised the boards will be on display in City Hall on Tuesday 6/5/18.

4. COMMUNICATIONS FROM THE PUBLIC on matters not on the agenda (Comments will be kept to 3 minutes)

Jack Rutherford gave his support of the Ketchum Innovation Center and all the programs they have to offer.

Cornwell Galpin, Associate of Christina's Restaurant is speaking on behalf of Christina and safety regarding the use of the alley. He talked about what Christina does for the community and is asking the city to cut her some slack regarding parking. He referred to Christina as being harassed over the use of the alley.

Gary Lipton commented on the parking saying , there is a parking lot 3 blocks away that could be used.

Public comment closed.

Regula	r Meeting	Minutes	June 4, 2018
	CONSENT AGENDA: Note: (ALL A single vote, except for any items considered separately.	CTION ITEMS) The Council is asked to approve that a Councilmember asks to be removed fro	the following listed items by a m the Consent Agenda and

Mayor Neil Bradshaw asked for approval of the consent agenda. Councilors asked to pull items a,c,d,e.

- b. Authorization and approval of the payroll register
- f. Authorization to enter into Contract #20198 with the Environmental Resource Center to promote, organize, manage and coordinate materials recycling at city
- g. Amendment to Sun Valley Performing Arts Center (Argyros Theater) Right-of-Way Agreement #20195

Motion to approve consent items b,f,g

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Courtney Hamilton, Councilor
SECONDER:	Amanda Breen, Councilor
AYES:	Michael David, Jim Slanetz, Amanda Breen, Courtney Hamilton

a. Approval of Minutes: Regular Meeting May 21, 2018

Councilor Amanda Breen made a correction to page 3-6g. She was recused on that vote. Councilor Courtney Hamilton corrected wording under the fire station discussion to say fire station, not training station.

Motion to approve 6a with changes noted.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Courtney Hamilton, Councilor
SECONDER:	Michael David, Council President
AYES:	Michael David, Jim Slanetz, Amanda Breen, Courtney Hamilton

c. Authorization and approval of the disbursement of funds from the City's treasury for the payment of bills in the total sum of \$279,978.39 as presented by the Treasurer.

Councilor Jim Slanetz questioned the payment to the Blaine County Treasurer. Director of Finance & Internal Services Grant Gager explained saying the payment is for property taxes for the 491 Sun Valley Rd. building.

Motion to approve consent item 5c

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Courtney Hamilton, Councilor
SECONDER:	Michael David, Council President
AYES:	Michael David, Jim Slanetz, Amanda Breen, Courtney Hamilton
	monaci butta, sim blanciz, simandu breen, courtiney hamiton

d. Recommendation to approve renewals of Beer & Wine & Liquor Licenses

Courtney Hamilton questioned the Sawtooth Club's application. Director of Finance & Internal Services Grant Gager explained that the vending of wine is included with the state liquor license.

Motion to approve consent agenda item d.

ADOPTED [UNANIMOUS]
Amanda Breen, Councilor
Courtney Hamilton, Councilor
Michael David, Jim Slanetz, Amanda Breen, Courtney Hamilton

e. Authorization to enter into Contract #20197 with Will Caldwell Productions to produce the Ketchum Summer Concert Series; Ketch'em Alive and Jazz in the Park.

Motion to approve consent item 5e

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Courtney Hamilton, Councilor
SECONDER:	Michael David, Council President
AYES:	Michael David, Jim Slanetz, Amanda Breen, Courtney Hamilton

6. PUBLIC HEARINGS AND DISCUSSIONS (Public comment and input taken on the following items)

a. ACTION: Recommendation to Approve Resolution 18-016 Naming of the Recreation Building at Atkinson Park the Terry Tracy Recreation Center

Mayor Neil Bradshaw talked about Terry Tracy and her service to the City and all that she accomplished.

Ed Simon talked about the time he served with Terry Tracy and praised her for her accomplishments. He thanked Mayor and Council for the dedication.

Jan Wiegel talked about Terry Tracy's legacy and about what she would like to display at the park in honor of Terry Tracy.

Councilor's all agreed with the public comment and are pleased with this dedication. Councilor Courtney Hamilton advised that she was a little kid when Terry Tracy was running the park and remembers her from a little kid perspective. Mayor Neil Bradshaw talked about his appreciation of Terry Tracy and her appreciation of children and our community. Council President Michael David talked about her participation as a council person and all she accomplished.

Motion to adopt Resolution 18-016 designating the Terry Tracy Recreation Center at Atkinson Park.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Amanda Breen, Councilor
SECONDER:	Courtney Hamilton, Councilor
AYES:	Michael David, Jim Slanetz, Amanda Breen, Courtney Hamilton

b. Presentation by the Blaine County Bike and Pedestrian Working Group on E-Bikes

Mayor Neil Bradshaw opened the meeting for public comment.

Dana Christiansen voiced support of e-bikes on the bike path as well as her support of the way in which this is being handled in the county.

Jim Keating, Blaine County Recreation District, representing the e-bike subcommittee advised that he is here to address questions of council. He is asking Ketchum to work with the committee to form consistencies throughout the county.

Councilor Courtney Hamilton questioned why the chart in the packet is measuring e-bike sales from the EU. Jim Keating explained the EU was the first driver of e-bikes and is using this just as a predictor. Courtney Hamilton asked about a handicapped person using the trail on a handicapped scooter. Jim Keating explained that currently it is up to the jurisdiction the bike path is located in and is up to interpretation. Courtney Hamilton asked if any negative comments were submitted regarding e-bikes. Council President Michael David explained that there was no written negative comment, however, there were some spoken negative comments to do with safety.

Mayor Neil Bradshaw voiced his support of e-bikes. He complimented the Blaine County Recreation District for their role and asked Council for their support. Councilor's Amanda Breen and Jim Slanetz talked about their support of the program and about the education of the different classes.

c. ACTION: Trail Creek Fund, LLC Proposed Development Agreement Amendment #20196

Mayor Neil Bradshaw talked about establishing an end game and about the hole in the ground. Everyone wants to see this project completed and he would like to find a solution.

Mayor Neil Bradshaw opened the meeting for public comment.

Ed Simon distributed a handout to the council. He complimented staff for their report but advised that it is too late. He talked about the 5th amended agreement and extension. He gave the history of previous projects and why time limits were put in place and the benefits of time limits. Ed Simon went over the timeline and how this agreement will affect the neighbors and gave the history of the last 10 years.

Robert Adolph advised that he is one of the 20 properties, plus condominium owners who are affected by this project. He talked about the written comments that have been submitted and the conversations he has had with Director of Planning & Building John Gaeddert. He talked about finality for the neighbors and about the planning staff's approach and advised that he agrees with those goals. He urges council to encourage proof of financing be in the same form from an accredited institution. Mr. Adolph voiced concern about the deed of trust.

Robert DeGennero understands the fatigue over this project. He pointed out if Jack Bariteau fails and somebody else develops the property, he is concerned what the end result would look like.

Tom Benson applauds council for the new agreement, however, questions the 16-month time frame. He talked about the difficulty of financing this project and the last agreement that was entered into.

Bob Crosby, Sun Valley Board of Realtors is a long supporter of projects that benefit the community and urged council to support this project.

Jeff Bower, 601 Bench St., Boise on behalf of Miss Gregory, talked about his written public comment and the disturbance at Miss Gregory's property and how it affects her. He proposed two additional conditions of approval that are currently not in the proposed extension. The first one being, 25' of riparian area and a conservation easement. The second condition should restrict all uses on the project site to only those uses in support of the hotel project. Council should not allow this area to be a staging area for other projects.

Mayor Neil Bradshaw talked about why he is supporting this extension. Without it we have no end game. If we don't do something it will sit as a hole. He talked about the public benefit of burying the electricity line and advised that we are getting a public good of \$700,000. Mayor Neil Bradshaw explained the bond in place that will deal with the restoration of the site.

Council President Michael David talked about where those points hit in the timeline. Councilor Amanda Breen questioned how September of 2019 was chosen. Director of Planning & Building John Gaeddert explained the date was asked for by the applicant and there are 3 or 4 dates that are possible trigger points. The dates were discussed in detail. Councilor Courtney Hamilton asked if all people who requested noticing were noticed. Mayor Neil Bradshaw advised that all parties have been noticed. Councilor Amanda Breen questioned the Gregory property and the conservation easement. John Gaeddert advised that to fully do the easement, the property would need to be acquired.

Councilor Courtney Hamilton talked about beautifying the construction area. Mayor Neil Bradshaw advised that the applicant will improve the visuals of the site however, it is not a condition of approval in the application. Mayor Bradshaw also does not want to make the riparian part of the agreement. He is trying to keep things simple and straight forward

Councilor Amanda Breen asked for an explanation of the tightening of the forced majeure language. Attorney Matt Johnson advised that the primary driver was the previous circumstance that arose with this applicant where there was a forced majeure claim based on economic conditions. Matt Johnson explained that forced majeure should be based on a true act of God Emergency type of circumstance.

Councilor Courtney Hamilton asked if we are setting a precedent that other future developers could use to set us up for liability. Attorney Matt Johnson advised that development agreements are on a case by case basis. There is no legal precedent from the political side. Mayor Neil Bradshaw advised that this council will all be here next year and the reason this got a little more complicated was because there is a new Mayor and 2 new Council members. Council President Michael David spoke as one of the councilors that approved the last agreement. He explained if they stick with the last decision, then the city will be stuck with a hole in the ground. He voiced his support of this proposal.

Councilor Amanda Breen respects the last council's decision. She advised that when she first read about the extension she had hesitation, however, with the clear dates the city has rights. She is pleased with the bond being posted and the power lines are an important public benefit. She talked about the KURA's involvement, and explained, until the project is completed, the KURA is not on the line for any kind of payment. She advised that if this isn't approved we will have a large hole in the ground for a long time.

Councilor Jim Slanetz confirmed that he agrees with Councilor's Breen and David's comments. He also agrees that this area should not be allowed to be used as a staging area for other construction projects and he would like that added to this agreement. He voiced his support of the agreement.

Councilor Courtney Hamilton is in general agreement because without approval we could be looking at this hole for a long time. She talked about the benefits of the bond and the power lines and is looking for finality.

Councilor Amanda Breen respects the neighbor's standpoint and would like to make this impact less for the them. She agrees that the area cannot be used for staging for other projects.

Mayor Bradshaw talked about the difficulty of this project. He advised that he understands, is aware and supports the comment of the riparian and the concerns regarding a staging area however, he does not want those conditions included in this agreement.

Motion to authorize Mayor Bradshaw to sign a Fifth Development Agreement Amendment (referenced as First Amendment to Amended and Restated Development Agreement) between the City of Ketchum and Trail Creek Fund, LLC as generally set forth in Attachment D upon the review and final approval of the City Attorney.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Amanda Breen, Councilor
SECONDER:	Michael David, Council President
AYES:	Michael David, Jim Slanetz, Amanda Breen, Courtney Hamilton

d. ACTION: First Reading of Ordinance 1184 - Short Term Rental Amendment

Mayor Neil Bradshaw called for a break.

Mayor Neil Bradshaw called the meeting back to order at 6:45 p.m.

Mayor Neil Bradshaw asked for public comment there was none.

Councilor Courtney Hamilton questioned the Light Industrial Area. Director of Planning & Building John Gaeddert talked about references of Short Term Occupancy and about the need for a policy discussion.

Mayor Neil Bradshaw advised that the City is trying to get in line with the State Code. He talked about managing short term rentals and would like to bring us in line with the rest of Idaho. Council President Michael David talked about other community's limiting short-term rentals due to health & safety issues. Councilor Courtney Hamilton questioned why the Fire Dept clearance language was stricken. Director of Planning & Building John Gaeddert explained that it was a redundant line that was addressed elsewhere in the code

Councilor Amanda Breen will continue to work with our local representatives.

Motion to proceed with the 1st reading of Ordinance 1184 and to read by title only.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Courtney Hamilton, Councilor
SECONDER:	Amanda Breen, Councilor
AYES:	Michael David, Jim Slanetz, Amanda Breen, Courtney Hamilton

Attorney Matt Johnson read the title out loud.

e. Council discussion and questions related to the following funding requests:

- i. Ketchum Arts Commission
- ii. Visit Sun Valley
- iii. Mountain Rides
- iv. Blaine County Housing Authority
- v. Ketchum Community Development Corporation
- vi. Sun Valley Economic Development
- vii. Men's Second Chance Living

Mayor Neil Bradshaw opened the meeting for public comment.

Gabe Cherian resident of Sun Valley talked about his past involvement in the community and the different commissions he has been involved with. He talked about his personal accomplishments and when he met Kathryn Guylay. Mr. Cherian voiced his support of KIC and asked council to prime the bubble.

Narda Pitkethly talked about the 70 free workshops that have been put on by KIC and all that she has gotten from them. She is now employing 2 local people and will hopefully be able to employ more. She thanked KIC for their support.

Regular Meeting

Emmi Buck, an entrepreneur talked about the value of KIC and expressed that if we lost these programs this would be a huge detriment to the community. They provide a sense of community and she is in support.

Gary Lipton advised that he resigned his position on the KIC board due to health reasons. He suggested that council ask for a bank statement and get more information. Gary Lipton talked about the KURA's contribution to KCDC that filters down to KIC and suggested more research be done.

Brian Shay, resident, backs up Gary Lipton's comments. He understood that KIC does not want to be a landlord but is now understanding that a similar platform is in place. He thinks this needs to be looked at.

Courtney Gilbert, Chair of the Ketchum Arts Commission advised that the Arts Commission is an allvolunteer board and talked about what they are asking for and asked Council for questions.

Dave Maderas, resident, runs a company called Air Proxima, advised he is a supporter of KIC and talked about the importance of the programming and networking. He feels KIC is a great investment in Ketchum's future.

Jane Riley works in Ketchum and has attended the workshops and believes they are invaluable. She voiced concern about a public statement that KIC made stating not wanting to be in the real estate business because the private sector is filling that niche. She questions the additional requested funds.

Wally Morgus, Executive Director of Mountain Rides advised that the Joint Powers agreement makes the City and Mountain Rides one in the same. He talked about all that Mountain Rides contributes to the community and what they have to offer including the Ketchum circulator and handicapped accessibility.

Kathryn Guylay Executive Director of KIC talked about all the letters of support and read a statement a loud. She talked about the funding there was years ago as opposed to now and advised that they are receiving much less now than in the past. She stated that the continued lack of support in unsustainable.

Olin Glenne, resident/business owner and Chair for Visit Sun Valley advised that as a business owner this is an important element of our community and he asked for the council's support.

Public comment closed.

Mayor Neil Bradshaw addressed each organization individually.

Arts Commission

Councilor Courtney Hamilton asked what the previous ask was. Courtney Gilbert advised it was for \$43,00 but was awarded \$32,000.Courtney Gilbert talked about projects on the horizon. Mayor Neil Bradshaw talked about reducing the amount awarded and having the commission come back to council on a case by case basis. He would like a better handle on what projects are being funded. Courtney Gilbert talked about donations received and the hydrant project was explained.

Visit Sun Valley

Mayor Neil Bradshaw thanked Scott Fortner and advised that this is a great organization, but we still have to balance the importance. Councilor Amanda Breen complimented the data tracking they are doing. She believes were getting a good return on investment. Council President Michael David talked about tourism being the main driver of the economy. He advised that we are not on level playing field as other areas. He suggested to keep doing what they are doing for the community, but we need to figure out how to split up the pie differently. Councilor Courtney Hamilton talked about targeting the younger

audience. Our return visitors seem to be older. She asked if they are working on driving that force. Scott Fortner talked about who they are working with to help drive business. Courtney Hamilton asked if they work with the City on knowing what events are going on. Mayor Neil Bradshaw advised that Visit Sun Valley has all major calendars for all of Blaine County not just Ketchum. Courtney Hamilton complimented the publication of slack specials. Council President Michael David asked about the dynamic that we have direct flights from and how that relates to marketing to the whole world. He referenced cities that don't have direct flights. Scott Fortner talked about the data they use (cyber graphics) and how they align and how they use that data with future markets. There was a discussion on how they collect the data and advised that all that data is only held for 30 days. Councilor Jim Slanetz talked about the regional market. He talked about not only having people attend events, but how we should try to keep the people in the valley to use all the restaurants and stores etc. Mayor Bradshaw talked about collaboration and finding the right balance.

Mountain Rides

Council President Michael David advised he is an employee of Mountain Rides and has recused himself from this discussion.

Councilor Amanda Breen asked what they are doing to get more funding from Hailey. Executive Director Wally Morgus advised that he has asked but has yet to meet with the powers to be. Mayor Neil Bradshaw pointed out that the largest supporter is being asked for the most money. He suggested that a straight dollar amount be asked for rather than a percentage. Councilor Courtney Hamilton asked if the Sun Valley Company contributes and Wally Morgus confirmed that they do.

Blaine County Housing Authority

No questions from the council

<u>KCDC</u>

Councilor Amanda Breen questioned the \$40,000 for the tax credit application and how this will not be used until next year's budget. Charles Friedman, Chair of the KDCD advised that they use their own funds this year and the ask will refund what they spend. There was a discussion on how the application works. Councilor Amanda Breen advised that council should think about this because the City is already contributing the land, why should they also contribute \$40,000? Mayor Bradshaw explained the formula for funding and advised that this funding could come from in-Lieu housing to support the tax credit applications. What the \$40,000 would be spent on was discussed. Council President Michael David sees KCDC as the development arm of the city so that the city itself is not in the development business. Mayor Neil Bradshaw advised it's all an open book and regulated. The Mayor is very supportive and is excited to see how this application progresses. The timing of when this will come out of the budget was discussed. Mayor Bradshaw talked about working with ARCH or any other organization and outlined the benefits of working with the KCDC. Councilor Jim Slanetz asked if the KCDC receives funds from the Northwood project on an ongoing basis and if so where do those funds go? Mayor Bradshaw clarified that they do receive funds and they have been distributed to the Ketchum Innovation Center and the KCDC but the distribution of funds is being revisited.

Mayor Neil Bradshaw asked to move onto KIC related discussions. The Mayor would like to invest in the future and would like to see the City support this mission. It's about the next generation for housing and businesses and creating diversity. Council President Michael David talked about the comments regarding the landlord business aspect.

Executive Director Kathryn Guylay advised that they are in the membership model, they are not landlords any longer. This is a community resource center. They do not see themselves as competing with anyone else in town. Councilor Amanda Breen clarified that somebody could rent a desk. Kathryn Guylay advised that they should think of KIC as a Community amenity and advised that the rate

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structure is being looked at. Mayor Neil Bradshaw clarified that when we give funding we give it for programming. How the entities manage their business outside of that is up to them. The Mayor talked about the public comments that have been heard and what we are getting from the programming. Council President Michael David voiced his support and talked about the accomplishments of KCDC and KIC. Councilor Courtney Hamilton said the community aspect is key. Kathryn Guylay talked about the vote of confidence from the community and said what KIC is providing is essential. Mayor Bradshaw talked about other sources of funding outside the City and KIC's new location.

<u>SVED</u>

Councilor Amanda Breen recused herself from this discussion.

Mayor Neil Bradshaw thanked Executive Director Harry Griffith for all he does for the collection of data and assisting with economic value to our community. He is appreciative of everything he brings to the community. Councilor Courtney Hamilton talked about KIC, SVED and Visit Sun Valley and their rolls in economic development. She would like all these organization to represent a united front in Ketchum. Developing a website to bring them all together is one idea. Mayor Neil Bradshaw advised that the Chamber is also part of that group. Council President Michael David fully supports collaboration.

Men's Second Chance Living

Mayor Neil Bradshaw is in support, however, if they find a location in Hailey, we cannot support them. This may be problematic in funding, but more research will need to be looked at. Council President Michael David advised that our community needs this, however, he feels conflicted, we just don't have enough pieces of the pie to divide out.

7. STAFF AND COUNCIL COMMUNICATIONS (council deliberation, public comment not taken)

a. ACTION: Recommendation to approve updated City Purchasing Procedures

Director of Finance & Internal Services Grant Gager advised he is looking for a motion to approve the City of Ketchum's Purchasing Procedures to align with the state. Councilor Courtney Hamilton asked for clarification on the three-bid process. Grant Gager explained the process and how the city has been handling the bid process up to this point.

Motion to update city purchasing procedures.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Courtney Hamilton, Councilor
SECONDER:	Amanda Breen, Councilor
AYES:	Michael David, Jim Slanetz, Amanda Breen, Courtney Hamilton

b. Direction to staff on sidewalk repair priorities for construction this year

Councilor Amanda Breen talked about the need for sidewalk repair. Council President Michael David said this is a big issue for him. He noticed the higher priority things were curbs that were in horrible shape. He talked about there being no ADA access on these sidewalks. Mayor Bradshaw agreed ADA is very important and said if we were going to prioritize we should go with walking safety over visibility. Specific sidewalks were discussed. City Administrator Suzanne Frick advised that the list was put together by the Street Dept. She advised that if we don't attack this sooner rather than later it will cost more to fix later. Mayor Bradshaw was pleased that we have focused on the downtown area. Councilor Courtney Hamilton asked about the areas that need sidewalks in general and questioned focusing on that rather than curbs. Councilor Jim Slanetz advised that the KURA is looking at that as well. Mayor Neil Bradshaw talked about using the transportation study that has been done in the past to assist with the decisions.

Regular Meeting	Minutes	June 4, 2018

c. ACTION: Recommendation to Approve Professional Services Agreement 20180 with C&R Electric for the Ketchum Street and Facilities Department LED Upgrades

City Administrator Suzanne Frick recommended approval of Professional Services Agreement 20180 for the LED upgrades. Councilor Courtney Hamilton questioned what led to this project. Suzanne Frick advised this came out of the Ketchum Energy advisory committee.

Motion to enter into contract 20180 with C&R Electric in the amount of \$11,984 with a city held contingency of \$3,016 for a project approval of \$15,000

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Courtney Hamilton, Councilor
SECONDER:	Michael David, Council President
AYES:	Michael David, Jim Slanetz, Amanda Breen, Courtney Hamilton

8. EXECUTIVE SESSION

a. Discussion pursuant to 74-206 1(j)

Motion to go into executive session pursuant to 74-206 1(j) at 8:20 p.m.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Courtney Hamilton, Councilor
SECONDER:	Michael David, Council President
AYES:	Michael David, Jim Slanetz, Amanda Breen, Courtney Hamilton

Motion to come out of Executive Session at 8:32 p.m.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Courtney Hamilton, Councilor
SECONDER:	Jim Slanetz, Councilor
AYES:	David, Slanetz, Breen, Hamilton

10. ADJOURNMENT

Motion to adjourn at 8.33 p.m.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Courtney Hamilton, Councilor
SECONDER:	Jim Slanetz, Councilor
AYES:	David, Slanetz, Breen, Hamilton

Nuch

Neil Bradshaw, Mayor

Robin Crotty, City Clerk



City of Ketchum

CITY COUNCIL MEETING AGENDA MEMO

Meeting Date:	12.18.2023	Staff Member/Dept:	Trent Donat/Administration	
Agenda Item:	genda Item: Recommendation to approve Resolution 23-023 reserving the forgone amount for fiscal year 2024 for potential use in subsequent years.			
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Recommended Motion:

"I move to approve Resolution 23-023 reserving the forgone amount for fiscal year 2024 for use in subsequent years."

Reasons for Recommendation:

- A clerical error occurred when completing the Blaine County L2 Worksheet for FY24.
- This resolution preserves these dollars for the City to use in future years.

Sustainability Impact:

None OR state impact here: NONE

Financial Impact:

None OR Adequate funds exist in account:	No impact in current fiscal year. The action preserves future
	taxing authority of \$8,221 for use in subsequent years.

Attachments:

1. Resolution 23-023

RESOLUTION 23-023 RESOLUTION OF THE CITY OF KETCHUM TO RESERVE FORGONE

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KETCHUM, IDAHO, RESERVING THE FORGONE AMOUNT FOR FISCAL YEAR 2024 FOR POTENTIAL USE IN SUBSEQUENT YEARS AS DESCRIBED IN IDAHO CODE 63-802.

WHEREAS, Idaho Code 50-235 empowers the City Council of each City to levy taxes for general revenue purposes; and,

WHEREAS, Idaho Code 50-1002 requires the City Council of each City in the State of Idaho to pass a budget, referred to as an annual appropriation ordinance; and,

WHEREAS, Idaho Code 63-802 sets limitations on all taxing district budget requests on the amount of property tax revenues that can be used to fund programs and services; and,

WHEREAS, Idaho Code 63-802(1)(f) requires that the City adopt an annual resolution to reserve additional forgone amount in order to utilize that amount in subsequent years; and,

WHEREAS, the City has met the notice and hearing requirements in Idaho Code 63-802(1)(f) to reserve the current year's increase in the forgone amount; and,

WHEREAS, the City intends to reserve \$8,221 of its current year's increase in allowable forgone amount.

NOW, THEREFORE BE IT RESOLVED BY THE COUNCIL OF THE CITY OF KETCHUM, IDAHO, that <u>\$8,221</u> of the current year's allowable increase in its forgone amount is reserved and included in the City of Ketchum's total forgone balance for use in subsequent years.

PASSED by the KETCHUM CITY COUNCIL on the 18th day of 2023.

CITY OF KETCHUM, IDAHO Blaine County, Idaho

NEIL BRADSHAW MAYOR

ATTEST:



City of Ketchum

CITY COUNCIL MEETING AGENDA MEMO

Meeting Date:	12.18.23	Staff Member/Dept:	Aly Swindley / Administration
• • • •			
Agenda Item:	Recommendation to Approve Memorandum of Understanding (MOU) with Sandpoint,		
	Resort Cities Coalition (RCC) member.		

Recommended Motion:

"I move to approve the MOU #23-019 with the fellow resort city of Sandpoint for the 2024 legislative session."

Reasons for Recommendation:

- Ketchum's Agreement with lobbying firm McClure Policy, LLC provides for lobbying, advocacy, and policy services related to the particular interests of resort cities in the State of Idaho.
- 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.
- An MOU was initiated by Ketchum for the 2023 legislative session for all coalition members. An MOU was not required for the 2024 session, however, the city of Sandpoint requests a 2024 version.

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

Sustainability Impact:

None

Financial Impact:

None OR Adequate funds exist in account:	Sandpoint's RCC membership dues for FY24 are \$2,750. Dues
	reimburse the City of Ketchum for the group's lobbyist cost.

Attachments:

1. Memorandum of Understanding #23-019 – City of Sandpoint, ID

FIRST AMENDMENT TO MEMORANDUM OF UNDERSTANDING BETWEEN CITY OF SANDPOINT AND CITY OF KETCHUM

This Amendment, effective May 01, 2023, by and between the CITY OF SANDPOINT, 1123 Lake Street, Sandpoint, Idaho, an Idaho municipal corporation, (hereinafter referred to as "SANDPOINT"), and the City of Ketchum, PO Box 2315, Ketchum, Idaho 83340, an Idaho municipal corporation, (hereinafter referred to as "KETCHUM"); and

WHEREAS the parties entered into a Memorandum of Understanding (hereinafter referred to as "MOU"), Sandpoint Resolution No. 22-081, effective the 21st day of December, 2022, to for the City of Sandpoint to participate in resort cities advocacy efforts in cooperation with the City of Ketchum;

WHEREAS the MOU included a Term of five months through April 2023; and,

WHEREAS the parties intend to extend this MOU as allowed for in the MOU and as set forth in this First Amendment, SANDPOINT and KETCHUM, hereby agree as follows:

- 1. Section 4b shall be amended to increase the Sandpoint contribution from \$2,500 for membership year 2023 to \$2,750 for membership year 2024.
- 2. Section 5 Term, shall be amended to extend the term of the MOU to September 30, 2024.

IN WITNESS WHEREOF, the CITY, by and through each Parties Mayor and City Clerk have executed this First Amendment to be effective the day and year first above written.

City of Sandpoint

City of Ketchum

Jennifer Stapleton, City Administrator

Neil Bradshaw, Mayor

ATTEST:

Trent Donat, City Clerk & Business Manager



City of Ketchum

CITY COUNCIL MEETING AGENDA MEMO

Meeting Date:	December 18, 2023	Staff Member/Dept:	Adam Crutcher/Planning
Agenda Item:	Recommendation to ho Line Shift Application.	old a public hearing and	approve the See View & Saddle Light Lot

Recommended Motion:

"I move to approve the See View & Saddle Light Lot Line Shift Application File No. P23-087 subject to conditions 1 through 2 and approve the Findings of Fact, Conclusions of Law, and Decision."

Reasons for Recommendation:

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

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

Both the See View & Saddle Light Condominium subdivisions were platted in the early 1980's and feature duplexes on each parent lot. The See View & Saddle Light Lot Line Shift (Application File No. P23-087) proposes to alter the lot line shared by the subject properties.

Consistent with Ketchum Municipal Code (KMC) §16.04.020, the proposal meets the definition of Readjustment of Lot Lines because: (1) changes are proposed to the existing property boundaries, (2) the proposed See View & Saddle Light plats do not reduce the area, frontage, width, depth, or building setback lines below the minimum requirements, and (3) the proposal does not create additional lots or dwelling units.

Readjustment of Lot Lines: A change or modification of the boundary lines between existing lots or parcels of land or between dwelling units which does not reduce the area, frontage, width, depth or building setback lines of each lot below the minimum zoning requirements and which does not create additional lots or dwelling units. "Readjustment of Lot Lines" includes other minor changes to a subdivision, condominium, or townhouse plat such as, but not limited to, notation changes, boundary shifts and removal of lot line(s), each of which do not reduce the area, frontage, width, depth or building setback lines of each lot below the minimum zoning requirements or dwelling units. (KMC §16.04.020).

Consistent with KMC §16.04.060.B, the Readjustment of Lot Lines application was transmitted to city departments, including the City Engineer, Fire, Building, Utilities, and Streets departments, for review. The city department comments were provided to the applicant on October 25, 2023. The applicant submitted

revised project plans on November 14, 2023. All city department comments were addressed and resolved on the revised project plans.

All land, condominium, and townhouse subdivisions within the City of Ketchum are subject to the standards contained in Ketchum Municipal Code, Title 16, Subdivision Regulations. Pursuant to KMC §16.04.010.D, the change or modification of boundary lines, whether or not any additional lot is created, shall comply with these regulations. As conditioned, the proposed See View & Saddle Light subdivision plats meets the standards for Readjustment of Lot Lines under Title 16 of Ketchum Municipal Code.

Sustainability Impact:

None OR state impact here: None

Financial Impact:

None OR Adequate funds exist in account: None

Attachments:

- 1. See View Application Materials
- 2. Saddle Light Application Materials
- 3. Draft Findings of Fact, Conclusions of Law, and Decision

Attachment A: See View Application Materials



City of Ketchum Planning & Building

OFFICIAL USE ONLY		
File Number:	P23-087	
Date Received	9/26/23	
By:	HLN	
Fee Paid:	\$950	
Approved Dat	le:	
Denied Date:		
By:		

Lot Line Shift Application

Kininds CENR'3

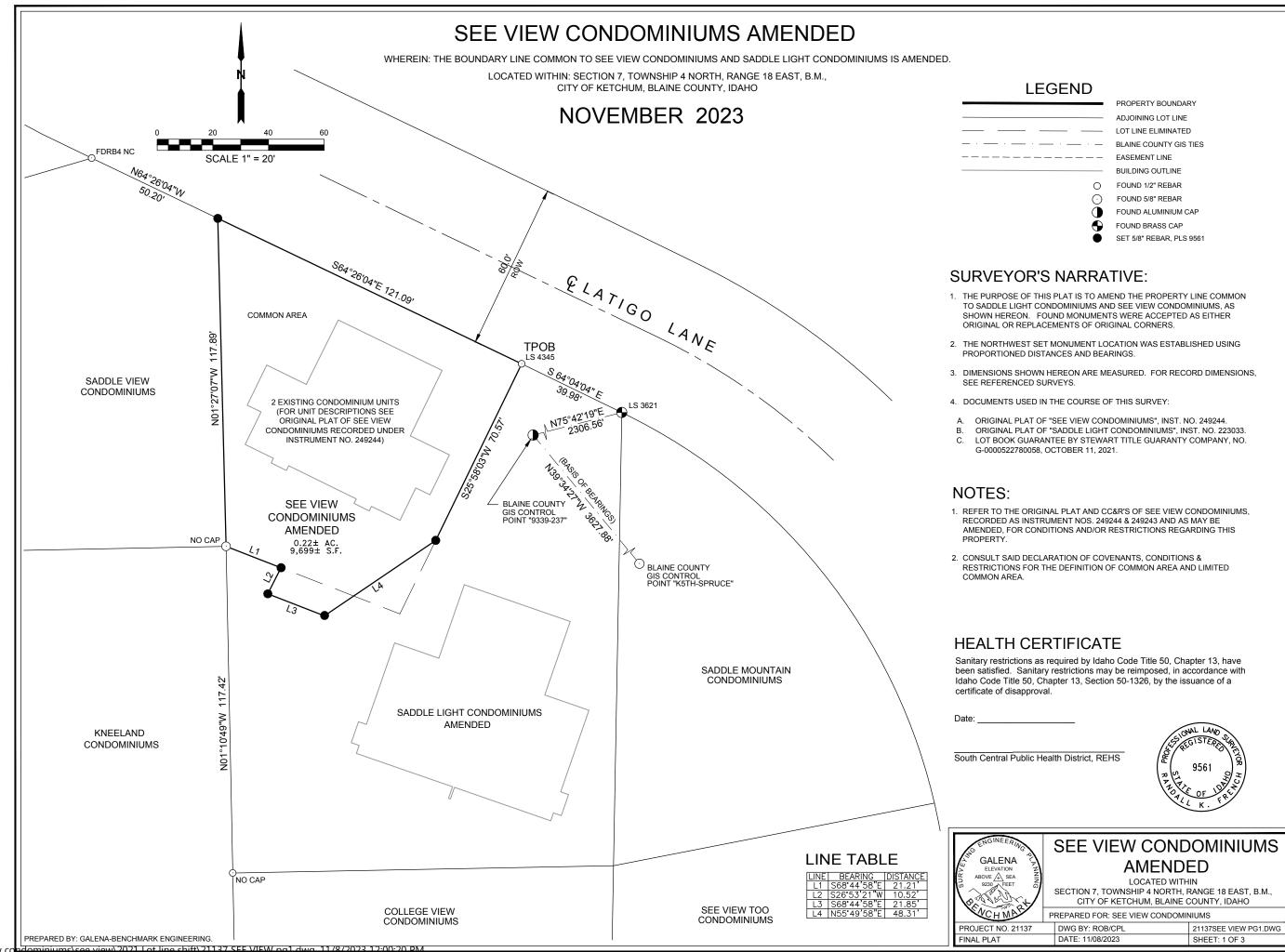
OWNER INFORMATION	A MARKY A SHOPPING THEM. AND A SHOPPING AND			
Owner Name: Unit 1: Jerome & Frances Davis Unit 2: Valerie J. Ashbaugh				
Mailing Address: Unit 1: PO Box 575, Diablo, CA 94528 Unit 2: PO Box 4443, Ket	tchum, ID 83340			
Phone: Unit 2: 208-720-3646				
Email: Unit 1: jerry94528@gmail.com; Unit 2: johnnybolton@cox.net@gmail.com				
PROJECT INFORMATION				
Name of Proposed Plat: See View Condominiums Amended				
Representative of Owner: Benchmark Associates, Dave Patrie				
Phone: 208-726-9512 Ext. 113				
Mailing Address: P.O. Box 733				
Email: dave@bma5b.com				
Legal Land Description: Saddle View Condominiums, Units 1 & 2				
Street Address: 115 Latigo Lane, Units 1 & 2				
Number of Lots: 1 N	lumber of Units: 2			
Total Land Area in Square Feet: +/- 9923 S.F. Co	Current Zoning District: GR-L - General Residential Low Density			
Overlay District: 🗌 Flood 🗌 Mountain 🗌 A	Avalanche			
Easements to be Dedicated on the Final Plat (Describe Briefly):				
No easeme	ents.			
ATTACHMENTS				
Attachments Necessary to Complete Application:				
1. A copy of a current lot book guarantee and recorded deed to the subject property;				
2. One (1) copy of preliminary plat; and,				
3. A CD or email of an electronic (.pdf) of the plat.				

Applicant agrees in the event of a dispute concerning the interpretation or enforcement of the Lot Line Shift Application, in which the City of Ketchum is the prevailing party, to pay reasonable attorney fees, including attorney fees on appeal, and expenses of the City of Ketchum. I, the undersigned, certify that all information submitted with and upon this application form is true and accurate to the best of my knowledge and belief.

C

Signature of Owner/Representative

03/07/22



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SE	EE VIEW CONDOMINIUMS AMENDED		
OWNER'S CERTIFICATE	OWNER'S CERTIFICATE	OWNER'S CERTIFICATE	
THIS IS TO CERTIFY that THE DAVIS 1992 TRUST, dated August 27, 1999, Jerome H. Davis and Frances F. Davis, Trustees, are the owners in fee simple of Real Property described as follows:	THIS IS TO CERTIFY that VALERIE JEAN ASHBAUGH, a single woman, and JOHNNY BARCROFT BOLTON, a single man, each as to an undivided 50% interest are the owners in fee simple of Real Property described as follows:	THIS IS TO CERTIFY that the SEE VIEW CONDOMINIUM OWNERS are the owners in fee simple of Real Property described as follows:	
A parcel of land located within Section 7, Township 4 North, Range 18 East, Boise Meridian, Ketchum, Idaho, more particularly described as follows:	A parcel of land located within Section 7, Township 4 North, Range 18 East, Boise Meridian, Ketchum, Idaho, more particularly described as follows:	A parcel of land located within Section 7, Township 4 North, Range 18 East, Boise Meridian, Ketchum, Idaho, more particularly described as follows:	
Condominium Unit 1 of SEE VIEW, A CONDOMINIUM, according to the official plat thereof, recorded as Instrument No. 249244, records of Blaine County, Idaho, and as defined and described in that Condominium Declaration for See View Condominiums, recorded as Instrument No. 249243, records of Blaine County, Idaho.	Condominium Unit 2 of SEE VIEW, A CONDOMINIUM, according to the official plat thereof, recorded as Instrument No. 249244, records of Blaine County, Idaho, and as defined and described in that Condominium Declaration for See View Condominiums, recorded as Instrument No. 249243, records of Blaine County, Idaho.	The Common Area as shown of the Condominium Map for SEE VIEW, A CONDOMINIUM, according to the official plat thereof, recorded as Instrument No. 249244, records of Blaine County, Idaho, and as defined and described in that Condominium Declaration for See View Condominiums, recorded as Instrument No. 249243, records of Blaine County, Idaho.	
The easements shown hereon are not dedicated to the public, but the right to use said easements for the intended purposes is hereby reserved. No structures other than for such utility and other designated uses are to be erected within the lines of said easements.	The easements shown hereon are not dedicated to the public, but the right to use said easements for the intended purposes is hereby reserved. No structures other than for such utility and other designated uses are to be erected within the lines of said easements.	The easements shown hereon are not dedicated to the public, but the right to use said easements for the intended purposes is hereby reserved. No structures other than for such utility and other designated uses are to be erected within the lines of said easements.	
Pursuant to Idaho Code 50-1334, the undersigned, as owner, does hereby state that the lots on this plat are eligible to receive water service from the Ketchum Water Department, and that said district has agreed in writing to serve the lots shown on this plat.	Pursuant to Idaho Code 50-1334, the undersigned, as owner, does hereby state that the lots on this plat are eligible to receive water service from the Ketchum Water Department, and that said district has agreed in writing to serve the lots shown on this plat.	IN WITNESS WHEREOF, we have hereunto set our hands.	
IN WITNESS WHEREOF, we have hereunto set our hands.	IN WITNESS WHEREOF, we have hereunto set our hands.	THE DAVIS 1992 TRUST, dated August 27, 1999	
THE DAVIS 1992 TRUST, dated August 27, 1999			
	VALERIE JEAN ASHBAUGH	By:	
Ву:	Signed this day of , 20	JEROME H. DAVIS	
JEROME H. DAVIS			
	JOHNNY BARCROFT BOLTON	By: FRANCES F. DAVIS	
By: FRANCES F. DAVIS	Signed this day of , 20	Signed this day of , 20	
Signed this day of , 20	ACKNOWLEDGMENT STATE OF) SS. COUNTY OF) On this day of, in the year of 20 , before me, the	VALERIE JEAN ASHBAUGH	
	undersigned, personally appeared VALERIE JEAN ASHBAUGH, known or identified to me (or proved to me), to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same.	Signed this day of , 20	
	IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year in this certificate first above written.	JOHNNY BARCROFT BOLTON	
ACKNOWLEDGMENT		Signed this day of , 20	
STATE OF))ss.	Notary Public		
COUNTY OF)	Residing at:		
On this day of, in the year of 20, before me, the undersigned, personally appeared JEROME H. DAVIS and FRANCES F. DAVIS, known or identified to me (or proved to me), to be the trustees of The Davis 1992 Trust, dated August 27,	Commission Expires:		
1999 and acknowledged to me that they and said trust executed the same.	ACKNOWLEDGMENT		
IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year in this certificate first above written.	STATE OF)		
)ss. COUNTY OF)		
Notary Public	On this day of, in the year of 20, before me, the undersigned, personally appeared JOHNNY BARCROFT BOLTON, known or identified to me (or proved to me), to be the person whose name is subscribed to the within instrument and		
Residing at:	acknowledged to me that he executed the same.		
Commission Expires:	IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year in this certificate first above written.	ENGINEERIA	
	Notary Public		
	Residing at:	CITY OF KETCHUM, BLAINE COUNTY, IDAHO	
	Commission Expires:	PREPARED FOR: SADDLE LIGHT CONDOMINIUMS	



SURVEYOR'S CERTIFICATE

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

RANDALL K. FRENCH, P.L.S. #9561



PROJECT ENGINEER'S CERTIFICATE

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

Ву: _

COUNTY SURVEYOR'S APPROVAL

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

BLAINE COUNTY SURVEYOR

DATE

BLAINE COUNTY TREASURER'S CERTIFICATE

On this _____ day of ______, 20____, ti accepted by the Blaine County Treasurer, Blaine County, Idaho. , 20___, the foregoing plat was approved and

By:

KETCHUM CITY COUNCIL CERTIFICATE

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

TRENT DONAT, City Clerk

CITY ENGINEER'S CERTIFICATE

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

ROBYN MATTISON, City Engineer

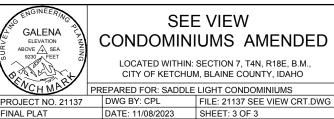
CITY PLANNER'S CERTIFICATE

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

By: _

BLAINE COUNTY RECORDER'S CERTIFICATE





Instrument # 695762

HAILEY, BLAINE, IDAHO 08-23-2022 12:26:03 PM No. of Pages: 2 Recorded for: TITLEONE – GOODING STEPHEN MCDOUGALL GRAHAM Fee: \$15.00 Ex-Officio Recorder Deputy: JB Electronically Recorded by Simplifile

THIS INSTRUMENT FILED FOR RECORD BY SUN VALLEY TITLE AS AN ACCOMMODATION ONLY. IT HAS NOT BEEN EXAMINED AS TO ITS EXECUTION OR AS TO ITS EFFECT UPON THE TITLE.



 $\mathbf{\hat{T}}$ A TitleOne Company

Quitclaim Deed

For value received, Valerie J. Ashbaugh, a single woman

Does hereby convey, release, remise, and forever quit claim unto

Valerie Jean Ashbaugh, a single woman, and Johnny Barcroft Bolton, a single man, each as to an undivided 50% interest, as joint tenants with right of survivorship

whose current address is PO Box 4443, Ketchum, ID 83340,

the following described premises:

Condominium Unit 2 as shown on the Condominium Map for SEE VIEW, a Condominium, recorded as Instrument No. 249244 and as defined and described in the Condominium Declaration for SEE VIEW CONDOMINIUMS, recorded as Instrument No. 249243, records of Blaine County, Idaho

To have and to hold the said premises, unto the said grantees, heirs and assigns forever.

Remainder of this page intentionally left blank.

Quitclaim Deed - Page 1 of 2

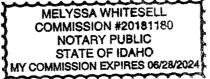
Date: 08/22/2022

Valerie Ashbrugh Valerie J. Ashbaugh

State of Idaho, County of Blaine, ss.

On this $\underline{23}$ day of August in the year of 2022, before me, the undersigned, a Notary Public in and for said State, personally appeared Valerie J. Ashbaugh, known or identified to me to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same.

Notary Public at: Hall My Commission Expires: 04 (seal)



Quitclaim Deed - Page 2 of 2

RECORDING REQUESTED BY AND WHEN RECORDED MAIL TO:

JOHN A. SEILLER Attorney at Law, PLLC, ISB No. 4595 191 Fifth Street West, Third Floor Post Office Box 6090 Ketchum, Idaho 83340 <u>sunvalleylaw@cox.net</u> (208) 726-5962 FAX 726-5998

Instrument # 589437

HAILEY, BLAINE, IDAHO 8-1-2011 04:06:20 No. of Pages: 2 Recorded for : JOHN A SEILLER JOLYNN DRAGE Fee: 13.00 Ex-Officio Recorder Deputy______ Index to: WTY/QC/CORP DEED



Please reserve space above for Recorder's use only.

SPECIAL WARRANTY DEED

MELVYN M. OKEON, an unmarried man, Grantor, conveys and specially warrants to JEROME H. DAVIS and FRANCES F. DAVIS, TRUSTEES OF THE DAVIS 1992 TRUST DATED AUGUST 27, 1999, with an address of Post Office Box 575, Diablo, California 94528, all Grantor's undivided 50% interest in real property located in the City of Ketchum, Blaine County, Idaho, and more particularly described as follows:

Condominium Unit 1, as shown on the Condominium Map of SEE VIEW CONDOMINIUMS, recorded as Instrument No. 249244 and as defined and described in the Condominium Declaration for SEE VIEW CONDOMINIUMS, recorded as Instrument No. 249243, records of Blaine County, Idaho.

This conveyance shall include any and all appurtenances, tenements, hereditaments, reversions, remainders, easements, rights-of-way and water rights in anywise appertaining to the property.

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee, heirs and assigns forever. And the said Grantor does hereby covenant to and with said Grantee that Grantor owns an undivided 50% in fee simple interest in said premises; that no encumbrances that are not currently recorded in the real property records of Blaine County, Idaho, were initiated during the ownership of the undersigned nor is the undersigned aware of any such encumbrances, and that Grantor will warrant and defend same from all lawful claims.

EFFECTIVE August 1, 2011.

m Mphen

SPECIAL WARRANTY DEED/Page 1 of 2

ACKNOWLEDGMENT

State of California

County of Kings

On <u>July 72</u>, 2011, before me, <u>Aly son J. Aumwall</u>, <u>Notan</u> Rublic (insert name and title of the officer) personally appeared MELWYN M. OKEON, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is are subscribed to the within instrument and acknowledged to me that he the they executed the same in (his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Alex Furnalt (Seal)



SPECIAL WARRANTY DEED/Page 2 of 2



CLTA GUARANTEE

ISSUED BY STEWART TITLE GUARANTY COMPANY A CORPORATION, HEREIN CALLED THE COMPANY

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

GUARANTEES

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

Dated: October 11, 2021

Signed under seal for the Company, but this endorsement is to be valid only when it bears an authorized countersignature.

Countersigned by:

Authorized Countersignature

TitleOne **Company Name**

271 1st Ave North Ketchum, ID 83340 City, State



Frederick H. Eppinger President and CEO

David Hisey Secretary

Please note carefully the liability exclusions and limitations and the specific assurances afforded by this guarantee. If you wish additional liability, or assurances other than as contained herein, please contact the company for further information as to the availability and cost.

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Agent ID: 120050

GUARANTEE CONDITIONS AND STIPULATIONS

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

(a) To Pay or Tender Payment of the Amount of Liability or to Purchase the Indebtedness.

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GUARANTEE CONDITIONS AND STIPULATIONS

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

Such purchase, payment or tender of payment of the full amount of the Guarantee shall terminate all liability of the Company hereunder. In the event after notice of claim has been given to the Company by the Assured the Company offers to purchase said indebtedness, the owner of such indebtedness shall transfer and assign said indebtedness, together with any collateral security, to the Company upon payment of the purchase price. Upon the exercise by the Company of the option provided for in Paragraph (a) the Company's obligation to the Assured under this Guarantee for the claimed loss or damage, other than to make the payment required in that paragraph, shall terminate, including any obligation to continue the defense or prosecution of any litigation for which the Company has exercised its options under Paragraph 5, and the Guarantee shall be surrendered to the Company of cancellation.

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

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

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

- Determination and Extent of Liability This Guarantee is a contract of Indemnity against actual monetary loss or damage sustained or incurred by the Assured claimant who has suffered loss or damage by reason of reliance upon the assurances set forth in this Guarantee and only to the extent herein described, and subject to the exclusions stated in Paragraph 2.
 - The liability of the Company under this Guarantee to the Assured shall not exceed the least of:
 - (a) the amount of liability stated in Schedule A;
 - the amount of the unpaid principal indebtedness secured by the mortgage of an Assured mortgagee, as limited or provided under Section 7 of these (b) Conditions and Stipulations or as reduced under Section 10 of these Conditions and Stipulations, at the time the loss or damage assured against by this Guarantee occurs, together with interest thereon; or
 - (c) the difference between the value of the estate or interest covered hereby as stated herein and the value of the estate or interest subject to any defect, lien or encumbrance assured against by this Guarantee.

Limitation of Liability

- (a) If the Company establishes the title, or removes the alleged defect, lien or encumbrance, or cures any other matter assured against by this Guarantee in a reasonably diligent manner by any method, including litigation and the completion of any appeals therefrom, it shall have fully performed its obligations with respect to that matter and shall not be liable for any loss or damage caused thereby.
- In the event of any litigation by the Company or with the Company's consent, the Company shall have no liability for loss or damage until there has (b) been a final determination by a court of competent jurisdiction, and disposition of all appeals therefrom, adverse to the title, as stated herein.
- The Company shall not be liable for loss or damage to any Assured for liability voluntarily assumed by the Assured in settling any claim or suit (c) without the prior written consent of the Company.
- 10. Reduction of Liability or Termination of Liability - All payments under this Guarantee, except payments made for costs, attorneys' fees and expenses pursuant to Paragraph 5 shall reduce the amount of liability pro tanto.
- 11. Payment Loss
 - (a) No payment shall be made without producing this Guarantee for endorsement of the payment unless the Guarantee has been lost or destroyed, in which case proof of loss or destruction shall be furnished to the satisfaction of the Company.
 - (b) When liability and the extent of loss or damage has been definitely fixed in accordance with these Conditions and Stipulations, the loss or damage shall be payable within thirty (30) days thereafter.
- 12. Subrogation Upon Payment or Settlement Whenever the Company shall have settled and paid a claim under this Guarantee, all right of subrogation shall vest in the Company unaffected by any act of the Assured claimant.

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

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

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

The law of the situs of the land shall apply to an arbitration under the Title Insurance Arbitration Rules. A copy of the Rules may be obtained from the Company upon request.

14. Liability Limited to This Guarantee; Guarantee Entire Contract

- (a) This Guarantee together with all endorsements, if any, attached hereto by the Company is the entire Guarantee and contract between the Assured and the Company. In interpreting any provision of this Guarantee, this Guarantee shall be construed as a whole.
- Any claim of loss or damage, whether or not based on negligence, or any action asserting such claim, shall be restricted to this Guarantee. (b)
- No amendment of or endorsement to this Guarantee can be made except by a writing endorsed hereon or attached hereto signed by either the (c) President, a Vice President, the Secretary, an Assistant Secretary, or validating officer or authorized signatory of the Company.
- 15. Notices, Where Sent All notices required to be given the Company and any statement in writing required to be furnished the Company shall include the number of this Guarantee and shall be addressed to the Company at P. O. Box 2029, Houston, TX 77252-2029.

LOT BOOK GUARANTEE Issued By Stewart Title Guaranty Company

SCHEDULE A

File No. 21431849 State: ID County: Blaine

<u>Guarantee No.</u> G-0000522780058 Liability \$1,000.00 Date of Guarantee October 11, 2021 at 7:30 a.m.

<u>Fee</u> \$400.00

Name of Assured: Benchmark Associates

The assurances referred to on the face page hereof are:

1. That, according to the Company's property records relative to the following described land (but without examination of those Company records maintained and indexed by name):

Parcel I

Condominium Unit 1 of SEE VIEW, A CONDOMINIUM, BLAINE COUNTY, IDAHO, according to the official plat thereof, recorded as Instrument No. 249244, records of Blaine County, Idaho, and as defined and described in that Condominium Declaration for See View Condominiums, recorded as Instrument No. 249243, records of Blaine County, Idaho.

Parcel II

Condominium Unit 2 of SEE VIEW, A CONDOMINIUM, BLAINE COUNTY, IDAHO, according to the official plat thereof, recorded as Instrument No. 249244, records of Blaine County, Idaho, and as defined and described in that Condominium Declaration for See View Condominiums, recorded as Instrument No. 249243, records of Blaine County, Idaho.

2. The last recorded instrument purporting to transfer title to said land is:

Deed Type: Special Warranty Deed Grantors: Melvyn M. Okeon, an unmarried man Grantees: Jerome H. Davis and Frances F. Davis, Trustees of The Davis 1992 Trust, dated August 27, 1999 Recorded Date: August 1, 2011 Instrument: 589437 Click here to view

Note: Affects Parcel I

Deed Type: Warranty Deed Grantors: Valerie Ashbaugh, a single woman Grantees: Valerie J. Ashbaugh, a single woman Recorded Date: October 3, 2005 Instrument: 526895 Click here to view

Note: Affects Parcel II

- 3. There are no mortgages or deeds of trust which purport to affect title to said land, other than those shown below under Exceptions.
- 4. There are no (homesteads, agreements to convey, attachments, notices of non-responsibility, notices of completion, tax deeds) which purport to affect title to said land, other than shown below under Exceptions.

- 5. No guarantee is made regarding (a) matters affecting the beneficial interest of any mortgage or deed of trust which may be shown herein as an exception, or (b) other matters which may affect any such mortgage or deed of trust.
- 6. No guarantee is made regarding any liens, claims of liens, defects or encumbrances other than those specifically provided for above, and, if information was requested by reference to a street address, no guarantee is made that said land is the same as said address.

EXCEPTIONS:

1. NOTE: According to the available records, the purported address of said land is:

115 Latigo Ln 1, Ketchum, ID 83340 (Parcel I)

115 Latigo Ln 2, Ketchum, ID 83340 (Parcel II)

2. Taxes for the year 2020 are exempt. Parcel Number: <u>RPK09110000000 (Common Area)</u>

3. Taxes for the year 2020 are paid in full. Parcel Number: <u>RPK09110000010</u> Original Amount: \$3,374.02

4. Taxes for the year 2020 are paid in full. Parcel Number: <u>RPK09110000020</u> Original Amount: \$3,122.66

5. Taxes, including any assessments collected therewith, for the year 2021 which are a lien not yet due and payable.

6. Water and sewer charges, if any, for the City of Ketchum.

7. Liens, levies, and assessments of the See View Condominium Owners Association, Inc.

8. Easements, reservations, restrictions, and dedications as shown on the official plat of Saddle View Subdivison No. 3.

9. Easements, reservations, restrictions, and dedications as shown on the official plat of See View, A Condominium.

10. Reservations and exceptions in a United States Patent, and in the act authorizing the issuance thereof, recorded August 17, 1885 in Book 1 of Patents, at Page <u>129</u>.

11. Right of way for ditches, tunnels, telephone, and distribution lines constructed by authority of the United States, as granted to the United States under the provisions of Section 58-604 Idaho Code.

12. An easement for the purpose shown below and rights incidental thereto as set forth in a document.
Granted to: Mountain States Telephone and Telegraph Company
Purpose: Public Utilities
Recorded: September 20, 1943
Instrument No.: 86020

13. Reservations as contained in a Deed of Restriction Recorded: January 29, 1976 Instrument No.: <u>164292</u>

14. Terms, Provisions, Covenants, Conditions, and Restrictions, and Easements provided by Condominium Declaration but omitting any covenants or restrictions, if any, to the extent that such covenants, conditions or restrictions violate 42 USC 3604 (c) or any other ordinance, statute or regulation. Recorded: March 1, 1984 Instrument No.: 249243 15. A Deed of Trust to secure an indebtedness in the amount shown below and any other obligations secured thereby: Amount: \$250,000.00
Trustor/Grantor: Jerome H. Davis and Frances F. Davis, Trustees of The Davis 1992 Trust, dated August 27, 1999 as to an undivided 50% interest and Melvyn M. Okeon, an unmarried man as to an undivided 50% interest Trustee: Pioneer Title Company
Beneficiary: Wells Fargo Home Mortgage Inc.
Dated: October 15, 2003
Recorded: October 27, 2003
Instrument No.: <u>494007</u>
Note: Affects Parcel I

(Note: We did not find a recorded reconveyance of the above deed of trust in the official county records during our title examination.)

16. A Deed of Trust to secure an indebtedness in the amount shown below and any other obligations secured thereby: Amount: \$60,000.00
Trustor/Grantor: Jerome H. Davis and Frances F. Davis, Trustees of The Davis 1992 Trust, dated August 27, 1999
Trustee: John A. Seiller, Attorney at Law, PLLC
Beneficiary: Melvyn M. Okeon, an unmarried man
Dated: August 1, 2011
Recorded: January 1, 2011
Instrument No.: <u>589438</u>
Note: Affects Parcel I

(Note: We did not find a recorded reconveyance of the above deed of trust in the official county records during our title examination.)

17. A Deed of Trust to secure an indebtedness in the amount shown below and any other obligations secured thereby: Amount: \$495,000.00
Trustor/Grantor: Valerie J. Ashbaugh, a single woman
Trustee: ReconTrust Company NA
Beneficiary: Mortgage Electronic Registration Systems, Inc., acting solely as nominee for Bank of America, N.A.
Dated: December 4, 2017
Recorded: December 14, 2017
Instrument No.: <u>648735</u>
Note: Affects Parcel II

> Sun Valley Title By:

Nick Busdon, Authorized Signatory

JUDGMENT AND TAX LIEN GUARANTEE Issued By Stewart Title Guaranty Company

SCHEDULE A

Amount of Liability: \$1,000.00

Fee Amount: \$0.00

Guarantee No.: G-0000522780058

Name of Assured: Benchmark Associates

Date of Guarantee: October 11, 2021

That, according to the indices of the County Recorder of Blaine County, State of ID, for a period of 10 years immediately prior to the date hereof, there are no

* Federal Tax Liens

* Abstracts of Judgment, or

* Certificates of State Tax Liens

filed, or recorded against the herein named parties, other than those for which a release appears in said indices and other than those shown under Exceptions.

The parties referred to in this guarantee are as follows:

Parcel I

Jerome H. Davis and Frances F. Davis, Trustees of The Davis 1992 Trust, dated August 27, 1999

Parcel II

Valerie J. Ashbaugh, a single woman

Sun Valley Title By:



File No. 21431849

SCHEDULE B

Exceptions:

NONE



MASTER DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS ESTABLISHING A PLAN OF CONDOMINIUM OWNERSHIP FOR

SEE VIEW CONDOMINIUMS

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MASTER DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS ESTABLISHING A PLAN OF CONDOMINIUM OWNERSHIP

This declaration is made on February 28, 1984, by TOM SWENSON, ("Declarant").

RECITALS:

Declarant is the owner of real property located in Blaine County, Idaho, described in Exhibit "1" attached hereto and made a part hereof by this reference (the "real property"). Declarant has improved or intends to improve the real property by constructing improvements on it containing two dwelling units and recreational and other facilities in accordance with plans and specifications on file with the City of Ketchum, Idaho. By this declaration, Declarant intends to establish a plan of condominium ownership.

DECLARATION:

Declarant declares that the real property is, and shall be, held, conveyed, hypothecated, encumbered, leased, rented, used and occupied subject to the following limitations, restrictions, easements, covenants, conditions, liens and charges, all of which are declared and agreed to be in furtherance of a plan of condominium ownership as described in Idaho Code Sections 55-1501, et. seq. for the subdivision, improvement, protection, maintenance, and sale of condominiums within the real property, and all of which are declared and agreed to be for the purpose of enhancing, maintaining and protecting the value and attractiveness of the real property. All of the limitations, restrictions, easements, covenants, conditions, liens and charges shall run with the land, shall be binding on and inure to the benefit of all parties having or acquiring any right, title or interest in the real property, and shall be binding on and inure to the benefit of the successors in interest of such parties. Declarant further declares that it is the express intent that this declaration satisfy the requirements of Idaho Code Section 55-1505.

1. DEFINITIONS

1.1 The "articles" mean the Association's Articles of Incorporation and their amendments. A copy of the Articles of Incorporation is attached hereto as Exhibit "2".

1.2 The "Association rules" mean the rules and regulations regulating the use and enjoyment of the common area adopted by the board from time to time.

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1.3 The "Association" means the See View Condominium Owners Association, an Idaho nonprofit corporation, its successors and assigns.

1.4 The "board" means the board of directors of the Association.

1.5 The "bylaws" mean the Association's bylaws and their amendments.

1.6 The "common area" means the entire development except all units as defined in this declaration or as shown on the condominium plan. The percentage of ownership interest in the Common Area which is allocated to each Unit for purposes of tax assessment under Idaho Code §55-1514 and for purposes of liability determination as provided by Idaho Code §55-1515 is expressed as a percentage of the entire ownership interest in the Common Area in Exhibit "3".

1.7 A "condominium" means an estate in real property as defined in Idaho Code Section 55-1503 consisting of an undivided interest as a tenant-in-common in the common area, together with a fee interest in a unit shown and described on the condominium plan.

1.8 The "condominium plan" means the condominium plan recorded pursuant to Idaho Code Section 55-1504 respecting the development, and any amendments to the plan. A copy of the condominium plan is attached as Exhibit "4" and contains a legal description of each Unit in the development and the identifying number of each Unit.

1.9 "Limited common areas" mean those common areas and facilties designated in the declaration for use of a certain condominium owner or owners to the exclusion, limitation or restriction of others.

1.10 The "declarant" means TOM SWENSON, and his successors and assigns, if such successors and assigns acquire record title to any portion of the development for development purposes.

1.11 The "development" means the real property divided or to be divided into condominiums or owned by the Association, including all structures and improvements on it, and any additional real property annexed to this declaration under Section 16 pursuant to any recorded supplement to this declaration.

1.12 A "member" means every person or entity who holds a membership in the Association.

1.13 A "mortgage" means a mortgage or deed of trust encumbering a condominium or other portion of the development. A "mortgagee" shall include the beneficiary under a deed of trust. An "institutional" mortgagee, is a mortgagee that is a bank or savings and

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loan association or mortgage company or other entity chartered or licensed under federal or state laws whose principal business is lending money on the security of real property, or any insurance company or any federal or state agency. A "first mortgage" or "first mortgagee" is one having priority as to all other mortgages or holders of mortgages encumbering the same condominium or other portions of the development.

1.14 An "owner" means each person or entity holding a record ownership interest in a condominium, including declarant, and contract purchasers under recorded contracts. "Owner" shall not include persons or entities who hold an interest in a condominium merely as security for the performance of an obligation.

1.15 A "unit" means the elements of a condominium that are not owned in common with the other owners of condominiums in the development, such units and their respective elements and boundaries being shown and particularly described in the condominium plan. In interpreting deeds and plans the existing physical boundaries of a unit or of a unit reconstructed in substantial accordance with the original plans shall be conclusively presumed to be its boundaries rather than the description expressed in the deed or plans, regardless of minor variance between boundaries shown on the plans or in the deed and those of the building and regardless of settling or lateral movement of the building. Whenever reference is made in this declaration, in the condominium plan, or in any deed or elsewhere to a unit, it shall be assumed that such reference is made to the unit as a whole, including each of its component elements, and to any and all exclusive easements appurtenant to such unit over common area, if any.

2. <u>DESCRIPTION OF COMMON INTERESTS, PROPERTY</u> <u>RIGHTS OF ENJOYMENT AND EASEMENTS</u>

2.1 Ownership of Condominium; Easements. Ownership of each condominium within the development shall include a unit, limited common areas, and an undivided interest in the common area or portion thereof if additional real property is annexed to this declaration (which undivided interest shall be specified in the deed from declarant to each owner and which undivided interest cannot be altered or changed as long as the prohibition against severability of component interests in a condominium remains in effect as provided in this declaration), a membership in the Association, and any exclusive or non-exclusive easement or easements appurtenant to such condominium over the common area as described in this declaration or the deed to the condominium.

2.1.1 Every contract for the sale of a condominium and every other instrument affecting title to a condominium may describe that condominium by the number shown on the condominium plan with the appropriate reference to the condominium plan and to this declaration as each appears on the records of the County Recorder of Blaine County, Idaho, in the following fashion:

"Condominium Unit _____as shown on the condominium plan for See View Condominiums appearing in the records of Blaine County, Idaho, as Instrument No. _____, and as defined and described in that declaration for See View Condominiums recorded in the records of Blaine County, Idaho, as Instrument No.

The description of the condominium shall also include reference to the recording of any amendments to the condominium plan or declaration.

Such description will be construed to describe the unit, together with the appurtenant undivided interest in the common area, and to incorporate all the rights incident to ownership of a condominium and all the limitations on such ownership as described in this declaration.

2.2 Owners Non-Exclusive Easements of Enjoyment, Etc. Every owner of a condominium shall have a non-exclusive easement of use and enjoyment in, to and throughout the common area and for ingress, egress and support over and through the common area; however, such non-exclusive easements shall be subordinate to, and shall not interfere with, exclusive easements appurtenant to units over the common area, if any. Each Owner shall have the exclusive right to use and enjoy the Limited Common Area designated herein for exclusive use by such Owner. Each such non-exclusive easement shall be appurtenant to and pass with the title to every condominium, subject to the following rights and restrictions:

2.2.1 The right of the Association to limit the number of guests, and to adopt and to enforce the Association rules.

2.2.2 The right of the Association to charge reasonable admission and other fees for the use of any unassigned parking and storage spaces and any recreational facility situated upon the common area.

2.2.3 The right of the Association to borrow money to improve, repair or maintain the common area.

2.2.4 The right of the Association to assign, rent, license or otherwise designate and control use of unassigned parking and storage spaces within the common area (other than those portions subject to exclusive easements appurtenant to units, if any).

2.2.5 The right of the Association to suspend the right of an owner to use any recreational or other facility upon the common area as provided in Section 4.3.1.2 of this declaration.

2.2.6 The right of declarant or its designees to enter on the development to construct the development and to make repairs and remedy construction defects if such entry shall not interfere with the use of any occupied unit unless authorized by the unit owner.

2.2.7 The right of the Association, or its agents, to enter any unit to perform its obligations under this declaration, including obligations with respect to construction, maintenance or repair for the benefit of the common area, or the owners in common, or to make necessary repairs that the unit owner has failed to perform. The right shall be immediate in case of an emergency originating in or threatening such unit, whether or not the owner is present.

2.2.8 The right of any owner, or his representatives, to enter the unit of any other owner to perform permissible installations, alterations or repairs to mechanical or electrical services, including installation of television antennae and related cables, if requests for entry are made in advance and such entry is at a time convenient to the owner whose unit is being entered except that in case of emergency such right of entry shall be immediate.

Delegation of Use; Contract Purchasers; Tenants. 2.3 Any owner may delegate his rights of use and enjoyment in the development, including any recreational facilities to the members of his family, his guests, and invitees, and to such other persons as may be permitted by the bylaws and the Association rules, subject however, to this declaration, to the bylaws and to the Association rules. However, if an owner of a condominium has sold his condominium to a contract purchaser or rented it, the owner, members of his family, his guests and invitees shall not be entitled to use and enjoy the recreational facilities of the development while the owner's unit is occupied by such contract purchaser or tenant. Instead, the contract purchaser, while occupying such unit, shall be entitled to use and enjoy the recreational facilities of the development and can delegate the rights of use and enjoyment in the same manner as if such contract purchaser or tenant were an owner during the period of his occupancy. Each owner shall notify the secretary of the Association of the names of any contract purchasers or tenants of such owner's condominium. Each owner, contract purchaser or tenant also shall notify the secretary of the Association of the names of all persons to whom such owner, contract purchaser, or tenant has delegated any rights of use and enjoyment in the development and the relationship that each such person bears to the owner, contract purchaser, or tenant. Any delegated rights of use and enjoyment are subject to suspension to the same extent as are the rights of owners.

2.4 <u>Minor Encroachments</u>. If any portion of the common area encroaches on any unit or if any portion of a unit encroaches on the common area, regardless of the cause, a valid easement exists for such

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encroachment and for the maintenance of it as long as it remains and all units and the common area are made subject to such easements. If any structure containing a unit is partially or totally destroyed and then rebuilt and any encroachment on the common area results, a valid easement exists for such encroachment and for the maintenance of it as long as it remains, and all units and the common area are made subject to such easements.

2.5 Easements Granted By Association. The Association shall have the power to grant and convey to any third party 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, conduits, or other devices for electricity, cable television, power, telephone and other purposes, public sewers, storm water drains and pipes, water systems, sprinkling systems, water, heating and gas lines or pipes, and any similar public or quasi-public improvements or facilities, and each purchaser, in accepting a deed to a condominium expressly consents to such easement. However, no such easement can be granted if it would interfere with the use, occupancy or enjoyment by any owner of his unit, any exclusive easements over the common area appurtenant to a condominium or the recreational facilities of the development unless approved by the vote or written consent of the holders of not less than seventy-five percent (75%) of the voting rights of each class of members and their first mortgagees.

3. USE RESTRICTIONS

3.1 Residential Use. Units shall be used for residential purposes only. However, for a period of three (3) years from the date of recordation of this declaration, units owned by declarant may be used by declarant or its designees as models, sales offices and construction offices for the purpose of developing, improving and selling condominiums in the development. Nothing in this declaration shall prevent an owner from leasing or renting his condominium. However, any lease or rental agreement shall be in writing and any tenant shall abide by and be subject to all provisions of this declaration, the articles, the bylaws, and the Association rules and any lease or rental agreement must specify that failure to abide by such provisions shall be a default under the lease or rental agreement. Also, except for a mortgagee in possession of a condominium following a default in a first mortgage, a foreclosure proceeding or acceptance of a deed or other arrangement in lieu of foreclosure, no owner shall rent, lease or let his condominium for transient or hotel purposes.

3.2 <u>Commercial Use</u>. Except as otherwise provided in this declaration, including Section 3.1, no part of the development shall be used or caused, allowed, or authorized to be used in any way, directly or indirectly, for any business, commercial, manufacturing, mercantile, storing, vending, or other such non-residential purpose.

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3.3 Maintenance. Each owner of a condominium shall be responsible for maintaining his limited common area, his unit, including the equipment and fixtures in the unit and its interior walls, ceilings, windows and doors in a clean, sanitary, workable and attractive condition. However, each owner has complete discretion as to the choice of furniture, furnishings and interior decorating; but windows can be covered only by drapes or shades and cannot be painted or covered by foil, cardboard, or other similar materials. Each owner also shall be responsible for repair, replacement and cleaning of the windows and glass of his unit both exterior and interior. Unless otherwise provided in this declaration, each owner shall clean and maintain any exclusive easement appurtenant to his condominium.

3.4 Oil Drilling. No oil drilling, oil development operations, oil refining, quarrying, or mining operations of any kind shall be permitted on or in the development, and no oil wells, tanks, tunnels or mineral excavations or shafts shall be permitted on the surface of the development or within five hundred (500) feet below the surface of the development. No derrick or other structure designed for use in boring for water, oil or natural gas shall be erected, maintained or permitted on the development.

3.5 Offensive Conduct; Nuisances. No noxious or offensive activities, including but not limited to, repair of automobiles or other motorized vehicles, shall be conducted within the development. Nothing shall be done on or within the development that may be or may become an annoyance or nuisance to the residents of the development, or that in any way interferes with the quiet enjoyment of occupants of units. Unless otherwise permitted by the Association rules, no owner shall serve food or beverages, cook, barbecue, or engage in similar activities, except within such owner's unit, limited common area and except within those portions of the common area subject to exclusive easements appurtenant to such owner's condominium, if any.

3.6 Parking Restrictions; Use of Garage. Unless otherwise permitted by the board, no automobile shall be parked or left within the development other than within a garage, carport, or assigned or appurtenant parking stall or space. No boat, trailer, recreational vehicle, camper, truck or commercial vehicle shall be parked or left within the development other than in a parking area designated by the board for the parking and storage of such vehicles. However, parking by commercial vehicles for the purpose of making deliveries shall be permitted in accordance with the Association rules. Any garages and carports shall be used for parking automobiles only and shall not be converted for living or recreational activities. Any garage doors shall remain closed at all times except when being used to enter or exit.

3.7 <u>Signs</u>. No sign of any kind shall be displayed to the public view on or from any unit or within the common area without the approval of the board, except such signs as may be used by the declarant or its designees for a period of three (3) years from the date

of recordation of this declaration or the date of recordation of any Supplement to this declaration pursuant to Section 16 hereof, whichever is later, for the purpose of developing, selling and improving condominiums within the development. However, one sign of customary and reasonable dimensions advertising a condominium for sale or for rent may be placed within each unit or within the common area immediately adjacent to it by the owner, the location and design of it to be subject to approval by the board.

3.8 Antennae, External Fixtures, Etc.. No television or radio poles, antennae, flag poles, clotheslines, or other external fixtures other than those originally installed by declarants or approved by the board and any replacements shall be constructed, erected or maintained on or within the common area or any structures on it. No wiring, insulation, air conditioning, or other machinery or equipment other than that originally installed by declarant or approved by the board, and their replacements shall be constructed, erected or maintained on or within the common area, including any structures on it. Each owner shall have the right to maintain television or radio antennae within completely enclosed portions of his unit. However, if cable television is or becomes available to such owner, his right to maintain television antennae within completely enclosed portions of his unit shall terminate immediately unless the board continues to authorize their maintenance.

3.9 Fences, Etc.. No fences, awnings, ornamental screens, screen doors, sunshades or walls of any nature shall be erected or maintained on or around any portion of any structure or elsewhere within the development except those that are installed in accordance with the original construction of the development, and their replacements or as are authorized and approved by the board.

3.10 Animals. No animals, reptiles, rodents, birds, fish, livestock or poultry shall be kept in any unit or elsewhere within the development except that domestic dogs, cats, fish and birds inside bird cages may be kept as household pets within any unit, if they are not kept, bred or raised for commercial purposes. The board can prohibit maintenance of any animal that constitutes a nuisance to any other owner in the sole and exclusive opinion of the board. Each person bringing or keeping a pet upon the development shall be absolutely liable to other owners, their family members, guests, invitees, tenants and contract purchasers, and their respective family members, guests, and invitees for any damage to persons or property caused by any pet brought upon or kept upon the development by such person or by members of his family, his guests or invitees.

3.11 <u>Restricted Use of Recreation Vehicles, Etc.</u> No boat, truck, trailer, camper, recreational vehicle or tent shall be used as a living area while located on the development. However, trailers or temporary structures for use incidental to the initial construction of the development or the initial sales of condominiums may be maintained within the development but shall be promptly removed on completion of all initial construction and all initial sales.

3.12 Trash Disposal. Trash, garbage or other waste shall be kept only in sanitary containers. No owner shall permit or cause any trash or refuse to be kept on any portion of the development other than in the receptacles customarily used for it, which shall be located only in places specifically designated for such purpose except on the scheduled day for trash pickup.

3.13 Outside Drying and Laundering. No exterior clothesline shall be erected or maintained and there shall be no exterior drying or laundering of clothes on balconies, patios, porches or other areas.

3.14 <u>Structural Alterations</u>. No structural alterations to the interior of or common area surrounding any unit shall be made and no plumbing or electrical work within any bearing or common walls shall be performed by any owner without the prior written consent of the board.

3.15 Exterior Alterations. No owner shall at his expense or otherwise make any alterations or modifications to the exterior of the buildings, fences, railings or walls situated within the development without the prior written consent of the board and any institutional first mortgagee whose interest may be affected.

3.16 <u>Compliance With Laws, Etc.</u> Nothing shall be done or kept in any unit or in the common area that might increase the rate of, or cause the cancellation of, insurance for the development, or any portion of the development, without the prior written consent of the board. No owner shall permit anything to be done or kept in his unit that violates any law, ordinance, statute, rule or regulation of any local, county, state or federal body. No owner shall allow furniture, furnishings or other personalty belonging to such owner to remainwithin any portion of the common area except portions subject to exclusive easements over common area appurtenant to such owner's condominium and except as may otherwise be permitted by the board.

3.17 Indemnification. Each owner shall be liable to the remaining owners for any damage to the common area that may be sustained by reason of the negligence of that owner, members of his family, his contract purchasers, tenants, guests or invitees, but only to the extent that any such damage is not covered by insurance. Each owner, by acceptance of his deed, agrees for himself and for the members of his family, his contract purchasers, tenants, guests or invitees, to indemnify each and every other owner, and to hold him harmless from, and to defend him against, any claim of any person for personal injury or property damage occurring within the unit of that particular owner and within any exclusive easements over the common area appurtenant to the owner's condominium, unless the injury or damage occurred by reason of the negligence of any other owner or person temporarily visiting in said unit or portion of the common area

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subject to an exclusive easement appurtenant to the condominium or is fully covered by insurance.

3.18 Owner's Obligation For Taxes. To the extent allowed by law, all condominiums, including their pro rata undivided interest in the common area and the membership of an owner in the Association, shall be separately assessed and taxed so that all taxes, assessments and charges which may become liens prior to first mortgages under local law shall relate only to the individual condominiums and not to the development as a whole. Each owner shall be obligated to pay any taxes or assessments assessed by the county assessor of the county in which the development is located against his condominium and against his personal property.

3.19 Future Construction. Nothing in this declaration shall limit the right of declarant, its successors and assigns, to complete construction of improvements to the common area and to condominiums owned by declarant or to alter them or to construct additional improvements as declarant deems advisable before completion and sale of the entire development. The rights of declarant in this declaration may be assigned by declarant to any successor to all or any part of any declarant's interest in the development, as developer, by an express assignment incorporated in a recorded deed that transfers any such interest to a successor.

3.20 Enforcement. The failure of any owner to comply with any provision of this declaration or the articles or bylaws shall give rise to a cause of action in the Association and any aggrieved owner for the recovery of damages or for injunctive relief, or both.

4. THE ASSOCIATION

4.1 Formation. The Association is a nonprofit corporation formed under the laws of Idaho. On the close and recording of the first condominium sale to an owner, the Association shall be charged with the duties and invested with the powers set forth in the articles, the bylaws and this declaration, including, but not limited to, control and maintenance of the common area and ownership of any facilities on the common area.

4.2 Association Action; Board of Directors and Officers; Members' Approval. Except as to matters requiring the approval of members as set forth in this declaration, the articles, or the bylaws, the affairs of the Association shall be conducted by the board and such officers as the board may elect or appoint. Such election or appointment shall be in accordance with this declaration or the bylaws, and their amendments. Except as otherwise provided in this declaration, the articles or the bylaws, all matters requiring the approval of members shall be deemed approved if members holding a majority of the total voting rights assent to them by written consent as provided in the bylaws or if approved by a majority vote of a quorum

of members at any regular or special meeting held in accordance with the bylaws.

4.3 Powers and Duties of Association.

4.3.1 Powers. The Association shall have all the powers of a nonprofit corporation organized under the General Nonprofit Corporation Law of Idaho subject only to such limitations on the exercise of such powers as are set forth in the articles, the bylaws and this declaration. It shall have the power to do any lawful thing that may be authorized, required or permitted to be done by the Association under this declaration, the articles and the bylaws, and to do and perform any act that may be necessary or proper for or incidental to, the exercise of any of the express powers of the Association, including, without limitation, the following:

4.3.1.1 Assessments. The Association shall have the power to establish, fix and levy assessments against the owners and to enforce payment of such assessments, in accordance with the provisions of this declaration. However, the approval of members shall be required as to the amounts of all regular and special assessments except as otherwise provided in this declaration.

4.3.1.2 Right of Enforcement. The Association in its own name and on its own behalf, or on behalf of any owner who consents, can commence and maintain actions for damages or to restrain and enjoin any actual or threatened breach of any provision of this declaration or of the articles or bylaws, or of the Association rules or any resolutions of the board, and to enforce by mandatory injunction, or otherwise, all of these provisions. In addition, the Association can suspend the voting rights, can suspend use privileges of the common area or can assess monetary penalties against any owner or other person entitled to exercise such rights or privileges for any violation of this declaration or the articles, bylaws, Association rules, or board resolutions. However, any such suspension of use privileges cannot exceed a period of thirty (30) days for any one violation and any monetary penalty cannot exceed Fifty Dollars (\$50.00) for any one violation. Each suspended or fined owner or other person can appeal such action by filing written notice of his intention to appeal with the board. The action imposing the fine or suspension shall then become ineffective until the fine or suspension is unanimously approved by all board members at a regular or special meeting of the board at which all board members are present. The owner or other person to be fined or suspended can appear, be represented by counsel and be heard at the meeting. Except as provided in this section, the Association does not have the power or authority to cause a forfeiture or abridgement of an owner's right to the full use and enjoyment of such owner's condominium if the owner does not comply with provisions of this declaration or of the articles or bylaws or the Association rules, except when the loss or forfeiture is the result of a court judgment or

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arbitration decision or a foreclosure or sale under a power of sale based on failure of the owner to pay assessments levied by the Association.

4.3.1.3 Delegation of Powers; Professional Management. The Association acting by and through the board can delegate its powers, duties, and responsibilities to committees or employees, including a professional managing agent ("Manager"). Any agreement for professional management of the development shall be terminable by either party with or without cause and without payment of a termination fee on thirty (30) days' written notice. The term of any such agreement shall not exceed one (1) year, although such agreement may be renewed from year to year by the board.

4.3.1.4 Association Rules. The board shall have the power to adopt, amend and repeal the Association rules as it deems reasonable. The Association rules shall govern the use of the common area by all owners or their families, guests, invitees or by any contract purchaser, or tenant, or their respective family members, guests or invitees. However, the Association rules shall not be inconsistent with or materially alter any provisions of this declaration, the articles or the bylaws. A copy of the Association rules as adopted, amended or repealed, shall be mailed or otherwise delivered to each owner and a copy shall be posted in a conspicuous place within the development. In case of any conflict between any of the Association rules and any other provisions of this declaration, the articles, or bylaws, the conflicting Association rules shall be deemed to be superseded by the provisions of this declaration, the articles or bylaws.

4.3.2 Duties of the Association. In addition to the powers delegated to it by its articles or the bylaws, and without limiting their generality, the Association, acting by and through the board, or persons or entities described in Section 4.3.1.3, has the obligation to conduct all business affairs of common interest to all owners and to perform each of the following duties:

4.3.2.1 Operation and Maintenance of Common To operate, maintain, and otherwise manage or provide for the Area. operation, maintenance and management of the common area, and all its facilities, improvements, and landscaping including any private driveways and private streets, and any other property acquired by the Association, including personal property, in a first-class condition and in a good state of repair. In this connection, the Association may enter into contracts for services or materials for the benefit of the Association or the common area, including contracts with declarant. The term of any such service contract shall not exceed one (1) year and shall be terminable by either party with or without cause and without payment of a termination fee upon thirty (30) days' written notice.

4.3.2.2 <u>Taxes and Assessments</u>. To pay all real and personal property taxes and assessments and all other taxes levied

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against the common area, personal property owned by the Association or against the Association. Such taxes and assessments may be contested or compromised by the Association, provided that they are paid or that a bond insuring payment is posted before the sale or the disposition of any property to satisfy the payment of such taxes.

4.3.2.3 Water and Other Utilities. To acquire, provide and pay for water, sewer, garbage disposal, refuse and rubbish collection, electrical, telephone, gas and other necessary utility services for the common area and for condominiums when the condominiums are not separately billed. The term of any contract to supply any of the listed services shall not exceed one (1) year or, if the supplier is a regulated public utility, the shortest term not to exceed one (1) year for which the supplier will contract at the applicable regulated rate.

4.3.2.4 Insurance. To obtain, from reputable insurance companies, and maintain the insurance described in Section 8.

4.3.2.5 Enforcement of Restrictions and Rules. To perform such other acts, whether or not expressly authorized by this declaration, that may be reasonably necessary to enforce any of the provisions of this declaration, the articles and bylaws, and the Association's rules and board resolutions.

4.3.2.6 Enforcement of Bonded Obligations. If the Association is the obligee under a bond or other arrangement ("bond") to secure performance of a commitment of the declarant or its successors or assigns to complete common area improvements, not completed at the time of recordation of the final subdivision plat for the latest phase of the development, the board shall consider and vote on the question of action by the Association to enforce the obligations under the bond with respect to any improvement for which a notice of completion has not been filed within sixty (60) days after the completion date specified for that improvement in the planned construction statement appended to the bond. However, if the Association has given an extension in writing for the completion of any common area improvement, the board shall consider and vote on the action to enforce the obligations under the bond only if a notice of completion has not been filed within thirty (30) days after the expiration of the extension. If the board fails to consider and vote on the action to enforce the obligations under the bond, or if the board decides not to initiate action to enforce the obligations under the bond, then on the petition in writing to the board signed by members of the association representing not less than ten percent (10%) of the total voting power of the Association, the board shall call a special meeting of members for the purpose of voting to override the decision of the board not to initiate action or to compel the board to take action to enforce the obligations under the bond. The meeting shall be called by the board by fixing a date not less than fifteen (15) days nor more than thirty (30) days after receipt by the board of said petition and by giving written notice to all owners entitled to vote in the manner provided in this declaration or in the bylaws for notices of special meetings of members of the Association. At the meeting, the vote in person or by proxy of a majority of the owners entitled to vote (other than declarants) in favor of taking action to enforce the obligations under the bond shall be deemed to be the decision of the Association and the board shall then implement this decision by initiating and pursuing appropriate action in the name of the Association.

4.3.3 Limitations on Authority of Board. Except with the vote or written assent of members of the Association holding fifty-one percent (51%) of the voting rights of each class of members, the board shall not take any of the following actions:

4.3.3.1 Incur aggregate expenditures for capital improvements to the common area in any fiscal year in excess of five percent (5%) of the budgeted gross expenses of the Association for that fiscal year; or

4.3.3.2 Sell during any fiscal year property of the Association having an aggregate fair market value greater than five percent (5%) of the budgeted gross expenses of the Association for that fiscal year; or

4.3.3.3 Pay compensation to members of the board or to officers of the Association for services performed in the conduct of the Association's business. However, the board may cause a member of the board or an officer to be reimbursed for expenses incurred in carrying on the business of the Association.

4.4 Personal Liability. No member of the board, or of any committee of the Association, or any officer of the Association, or any manager, or declarant, or any agent of declarant, shall be personally liable to any owner, or to any other party, including the Association, for any damage, loss or prejudice suffered or claimed on account of any act, omission, error or negligence of any such person or entity if such person or entity has, on the basis of such information as may be possessed by him or it, acted in good faith without willful or intentional misconduct.

4.5 <u>Organizational Meeting of Members</u>. An organizational meeting shall be held as soon as practicable after incorporation of the Association, and the directors elected then shall hold office until the first annual meeting. All offices of the board of directors shall be filled at the organizational meeting.

4.6 <u>Regular Meetings of Members and Notice</u>. The first annual meeting of members of the Association shall be held within forty-five (45) days after thd closing of the sale of the condominium that represents the fifty-first (51st) percentile interest of condominiums approved for sale in the final subdivision plat for the first phase of the

development, but in no case later than six (6) months after the closing and recording of the sale of the first condominium within the Thereafter, regular meetings of members of development. the Association shall be held at least once in each year at a time and place within the development as prescribed in the bylaws or as selected by the board. Special meetings may be called as provided for in the bylaws. Notice of all members' meetings, regular or special, shall be given by regular mail, personal delivery or telegram to all owners and to any mortgagee who has requested in writing that such notice be sent to it and shall be given not less than ten (10) days nor more than thirty (30) days before the time of the meeting and shall set forth the place, date and hour of the meeting, and the nature of the business to be undertaken.

Any mortgagee, through its designated representative, shall be entitled to attend any such meeting but except as provided in Section 14.9 shall not be entitled to vote at the meeting. The presence at any meeting in person or by proxy of members entitled to cast at least fifty percent (50%) of the total votes of all members of the Association shall constitute a quorum. If any meeting cannot be held because a quorum is not present, members representing a majority of the votes present, either in person or by proxy, may adjourn the meeting to a time not less than five (5) days nor more than thirty (30) days from the date the original meeting was called, at which adjourned meeting the quorum requirement shall be at least twenty-five percent (25%) of the total votes. Any meeting of members at which a quorum is present may be adjourned for any reason to a time not less than forty- eight (48) hours nor more than thirty (30) days from the time of such meeting by members representing a majority of the votes present in person or by proxy. As long as a majority of the voting power of the Association resides in the declarant, or as long as there are two outstanding classes of membership in the Association, the election of twenty percent (20%) of the directors (the "specially elected directors") shall be determined at a special election held immediately before the regular election of directors (except in the case of the election of a specially elected director following removal of his predecessor). At the duly constituted meeting of members, nominations for the specially elected director shall be made from the floor. When nominations have been closed, the special election shall take place. Declarants shall not have the right to participate in or vote in such special election (although declarant or declarant's representative may be present), and the candidates receiving the highest number of votes up to the number of specially elected directors to be elected shall be deemed to be the specially elected directors, and their term shall be the same as that of any other director. Unless members (excluding declarant) holding a majority of all voting rights (excluding any voting rights held by declarant) assent by vote or written consent, such specially elected directors cannot be removed. In case of the death, resignation, or removal of a specially elected director, his successor shall be elected at a special meeting of members, and the provisions set forth in this Section respecting the election of a specially elected director shall apply

as to the election of a successor. Except as provided in this declaration, the provisions of this declaration and of the articles and bylaws applicable to directors, including their election and removal, shall apply to a specially elected director.

4.7 Financial Statements of the Association. The Board shall prepare, or cause to be prepared, a balance sheet and an operating statement for the Association as of the accounting dates set forth in this Section, and copies of each shall be distributed to each owner within sixty (60) days after the accounting date.

4.7.1 The first accounting date shall be the last day of the month closest in time to six (6) months from the date of closing of the first sale of a condominium within the development. The balance sheet shall be rendered as of that date, and the operating statement shall be rendered for the period commencing with the date of closing of th firs s le of a condominium within the development and ending as of the first accounting date. The operating statement for the first six (6) months accounting period shall include a schedule of assessments received or receiveable, itemized by unit number and by the name of the person or entity assessed.

4.7.2 The second and subsequent accounting date shall be the last day of the Association's fiscal year (which fiscal year shall be a calendar year unless a different fiscal year is adopted). The balance sheet shall be rendered as of that date, and the operating statement shall be rendered for the fiscal year it covers, and both shall be distributed to the owners within sixty (60) days after the close of the fiscal year.

4.7.3 Copies of each such balance sheet, operating statement and pro forma operating statement for the Association shall be mailed to any mortgagee who has requested in writing that such copies be sent to it.

4.8 Inspection of Association Books and Records.

4.8.1 Any membership register, books of account and minutes of meetings of the members, the board and committees of the board of the Association, shall be made available for inspection and copying by any member of the Association, or his duly-appointed representative, or any mortgagee, at any reasonable time and for a purpose reasonably related to his interest as a member, at the office of the Association or at such other place within the development as the board prescribes.

4.8.2 The board shall establish by resolution reasonable rules with respect to:

4.8.2.1 Notice to be given to the custodian of the records of the Association by the member, representative or mortgagee desiring to make an inspection.

4.8.2.2 Hours and days of the week when an inspection may be made.

4.8.2.3 Payment of the cost of reproducing copies of documents requested by a member or by a representative or mortgagee.

4.8.3 Every director of the Association shall have the absolute right at any reasonable time to inspect all books, records and documents of the Association and the physical properties owned or controlled by the Association. The right of inspection by a director includes the right to make extracts and copies of documents.

5. MEMBERSHIP AND VOTING RIGHTS

5.1 Membership.

5.1.1 Qualifications. Each owner of a condominium, including declarants, shall be a member of the Association. No owner shall hold more than one membership in the Association even though such owner may own, or own an interest in, more than one condominium. Ownership of a condominium or interest in it shall be the sole qualification for membership in the Association. Each owner shall remain a member of the Association until his ownership or ownership interest in all condominiums in the development ceases at which time his membership in the Association shall automatically cease. Persons or entities who hold an interest in a condominium merely as security for performance of an obligation are not to be regarded as members.

5.1.2 <u>Members' Rights</u> and <u>Duties</u>. Each member shall have the rights, duties and obligations set forth in this declaration, the articles, the bylaws and the Association's rules, as the same may from time to time be amended.

5.1.3 <u>Transfer of Membership</u>. The Association membership of each person or entity who owns, or owns an interest in, one or more condominiums shall be appurtenant to each such condominium, and shall not be assigned, transferred, pledged, hypothecated, conveyed or alienated in any way except on a transfer of title to each such condominium or interest in it and then only to the transferee. Any attempt to make a prohibited transfer shall be void. Any transfer of title to a condominium or interest in it shall operate automatically to transfer the appurtenant membership rights in the Association to the new owner.

5.2 Voting.

5.2.1 <u>Number of Votes</u>. The Association shall have two (2) classes of voting membership:

<u>Class A:</u> Class A members are all owners, with the exception of declarant. Each Class A member shall be entitled to one (1) vote for each condominium in which such class member owns an interest. However, when more than one Class A member owns an interest in a condominium, the vote for such condominium shall be exercised as they themselves determine, but in no case shall more than one (1) vote be cast with respect to any one condominium.

<u>Class B</u>: The Class B members shall be the declarant who shall be entitled to three (3) votes for each condominium owned in any phase of the development including the first phase which has been annexed to this declaration and with respect to which assessments are then being levied by the Association. The Class B membership shall cease and be converted to Class A membership on the happening of one of the following events, whichever occurs earlier:

5.2.1.1 When the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership; or

5.2.1.2 On the third anniversary of the recordation of the final subdivision plat for the development; or

5.2.1.3 On September 30, 1986.

As long as two classes of members in the Association exist, no action by the Association that must have the prior approval of the Association members shall be deemed approved by the members unless approved by the appropriate percentage of both classes of members, except as provided in Section 4.3.2.6 of this declaration.

5.2.2 Joint Owner Votes. The voting rights for each condominium may not be cast on a fractional basis. If the joint owners of a condominium are unable to agree among themselves as to how their voting rights shall be cast, they shall forfeit the vote on the matter in question. If any owner exercises the voting rights of a particular condominium, it will be conclusively presumed for all purposes that he was acting with the authority and consent of all other owners of the same condominium. If more than one (1) person or entity exercises the voting rights for a particular condominium, their votes shall not be counted and shall be deemed void.

6. ASSESSMENTS

6.1 Agreement to Pay. The declarant, for each condominium

owned by it in the development that is expressly made subject to assessment as set forth in this declaration, covenant and agree, and each purchaser of a condominium owned, to pay to the Association regular assessments and special assessments, such assessments to be established, made and collected as provided in this declaration.

6.2 Personal Obligations. Each assessment or installment, together with any late charge, interest, collection costs and reasonable attorneys' fees, shall be the personal obligation of the person or entity who was an owner at the time such assessment, or installment became due and payable. If more than one person or entity was the owner of a condominium, the personal obligation to pay such assessment, or installment respecting such condominium shall be both joint and several. The personal obligation for delinquent assessments, or delinquent installments and other such sums, shall not pass to an owner's successors in interest unless expressly assumed by them. No owner may exempt himself from payment of assessments, or installments, by waiver of the use or enjoyment of all or any portion of the common area or by waiver of the use or enjoyment of, or by abandonment of, his condominium.

6.3 <u>Purpose of Assessments</u>. The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety, and welfare of the members of the association, the improvement, replacement, repair, operation and maintenance of the common area and the performance of the duties of the Association as set forth in this declaration.

6.4 Assessments.

6.4.1 Regular Assessments.

6.4.1.1 Not more than sixty (60) days nor less than thirty (30) days before the beginning of each fiscal year of the Association, the board shall meet for the purpose of establishing the regular annual assessment for the forthcoming fiscal year. At such meeting the board shall review written comments received and any other information available to it and, after making any adjustments that the board deems appropriate, without a vote of the members of the Association, shall establish the regular assessment for the forthcoming fiscal year; provided, however, that the board may not establish a regular assessment for any fiscal year of the Association which is more than one hundred twenty percent (120%) of the regular assessment of the prior fiscal year of the Association (except the first such fiscal year of the Association if it should be less than twelve (12) months) without the approval by vote or written consent of members holding fifty-one percent (51%) of the voting rights of each class of members.

6.4.1.3 Unless the Association or its assessment income shall be exempt from federal or state income taxes, to the extent possible, all reserves shall be accounted for and handled as contributions to the capital of the Association and as trust funds segregated from the regular income of the Association or in such other manner authorized by law or regulations of the Internal Revenue Service as will prevent such funds from being taxed as income of the Association.

6.4.2 Special Assessments. If the board determines that the estimated total amount of funds necessary to defray the common expenses of the Association for a given fiscal year is or will become inadequate to meet expenses for any reason, including, but not limited to, unanticipated delinquencies, costs of construction, unexpected repairs or replacements of capital improvements on the common area, the board shall determine the approximate amount necessary to defray such expenses, and if the amount is approved by a majority vote of the board, it shall become a special assessment. The board may, in its discretion, pro rate such special assessment over the remaining months of the fiscal year or levy the assessment immediately against each condominium. Unless exempt from federal or state income taxation, all proceeds from any special assessment shall be segregated and deposited into a special account and shall be used solely for the purpose or purposes for which it was levied or it shall be otherwise handled and used in a manner authorized by law or regulations of the Internal Revenue Service to avoid, if possible, its taxation as income of the Association.

6.4.3 Limitation Respecting Special Assessments. Any special assessment in excess of five percent (5%) of the budgeted gross expense of the Association for the fiscal year in which a special assessment is levied shall require approval by vote or written consent of fifty-one percent (51%) of the holders of voting rights of each class of members, except in case of a special assessment against an owner as a remedy utilized by the board to reimburse the Association for costs incurred in bringing the member or his condominium into compliance with the provisions of this declaration.

6.5 Uniform Rate of Assessment. Except as otherwise specifically provided in this declaration, including Sections 4.3.1.2, 6.4.3 and 9.6, regular and special assessments must be fixed at a uniform rate for all condominiums and regular and special assessments shall be determined by dividing the amount by the total number of condominiums then within the development and subject to assessment.

6.6 Assessment Period. The regular assessment period shall, commence on January I of each year and shall terminate on December 31 of such year, and regular assessments shall be payable in equal monthly installments unless the board adopts some other basis for collection. However, the initial regular assessment period shall commence on the first day of the calendar month following the date on which the sale of the first condominium to a purchaser is closed and recorded (the "initiation date") and shall terminate on December 31 of the year in which the initial sale is closed and recorded. The first

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regular assessment and all special assessments shall be adjusted according to the number of months remaining in the fiscal year and shall be payable in equal monthly installments unless the board adopts some other basis for collection. The Association shall not change the pro rata interest or obligation of any condominium for purposes of levying assessments unless all owners and all institutional first mortgagees have given their prior written consent.

6.7 Notice and Assessment Installment Due Dates. A single ten (10) day prior written notice of each annual regular assessment and each special assessment shall be given to any owner of every condominium subject to assessment in which the due dates for the payments of installments shall be specified. The due dates for the payment of installments normally shall be established by the board. Each installment of regular assessments and special assessments shall become delinquent if not paid within fifteen (15) days after its due date. There shall accrue with each delinquent installment a late charge of Fifteen Dollars (\$15.00) together with interest at the rate of twelve percent (12%) per annum calculated from the due date to and including the date full payment is received by the Association.

6.8 Estoppel Certificate. The board or manager, on not less than twenty (20) days prior written request, shall execute, acknowledge and deliver to the party making such request a statement in writing stating whether or not to the knowledge of the Association, a particular owner is in default as to his condominium under the provisions of this declaration and further stating the dates to which installments of assessments, regular or special, have been paid as to such condominium. Any such certificate may be relied on by any prospective purchaser or mortgagee of the condominium, but reliance on such certificate may not extend to any default not involving the payment of assessments of which the signer had no actual knowledge.

7. COLLECTION OF ASSESSMENTS: LIENS

7.1 <u>Right to Enforce</u>. The right to collect and enforce assessments is vested in the board acting for and on behalf of the Association. The board or its authorized representative, including any manager, can enforce the obligations of the owners to pay assessments provided for in this declaration by commencement and maintenance of a suit at law or in equity, or the board may foreclose by judicial proceedings or through the exercise of the power of sale pursuant to Section 7.2 to enforce the lien rights created. Suit to recover a money judgment for unpaid assessments together with all other amounts described in Section 6.2 shall be maintainable without foreclosing or waiving the lien rights.

7.2 <u>Creation of Lien</u>. If there is a delinquency in the payment of any assessment, or installment on a condominium, as described in Section 6.7, any amounts that are delinquent, together with the late charge described in that section, interest at the rate of

twelve percent (12%) per annum, and all costs that are incurred by the board or its authorized representative in the collection of the amounts, including reasonable attorney's fees, shall be a lien against such condominium upon the recordation in the office of the County Recorder in which the development is located of a notice of assessment as provided in Idaho Code Section 55-1508. The notice of assessment shall not be recorded unless and until the board or its authorized representative has delivered to the delinquent owner or owners, not less than fifteen (15) days before the recordation of the notice of assessment, a written notice of default and a demand for payment, and unless such delinquency has not been cured within said fifteen (15) day period. The lien shall expire and be void unless, within one (1) year after recordation of the notice of assessment, the board or its authorized representative records a notice of default as provided hereinafter or institutes judicial foreclosure proceedings with respect to such lien.

Notice of Default; Foreclosure. Not more than one (1) 7.3 year nor less than fifteen (15) days after the recording of the notice of assessment, the board or its authorized representative can record a notice of default and can cause the condominium with respect to which a notice of default has been recorded to be sold in the same manner as a. sale is conducted under a power of sale in a deed of trust, or in any other manner permitted by law, or through judicial foreclosure. However, as a condition precedent to the holding of any such sale appropriate publication shall be made. In connection with any sale, the board is authorized to appoint its attorney, any officer or director, or any attorney authorized to practice law in Idaho for purposes of conducting the sale. If a delinquency is cured before sale, or before a judicial foreclosure, the board or its authorized completing representative shall cause to be recorded in the office of the county recorder of the county in which the development is located a certificate setting forth the satisfaction of such claim and release of such lien upon payment of actual expenses incurred, including reasonable attorney's fees by any delinquent owner. During the pendency of any foreclosure proceeding, whether judicial or by power of sale, the owner shall be required to pay to the Association reasonable rent for the condominium and the Association shall be entitled to the appointment of a receiver to collect the rent. On becoming delinquent in the payment of any assessments, or installments each delinquent owner shall be deemed to have absolutely assigned all rent, issues and profits of his condominium to the Association and shall further be deemed to have consented to the appointment of a receiver (which appointment may, at the election of the Association, be enforced by the Association through The Association, acting on behalf of the specific performance). shall have the power to bid upon the condominium at owners, foreclosure sale and to acquire, hold, lease, mortgage and convey the condominium.

7.4 Waiver of Exemptions. Each owner, to the extent permitted by law, waives, to the extent of any liens created pursuant

to this Section 7, the benefit of any homestead or exemption laws of Idaho in effect at the time any assessment, or installment, becomes delinquent or any lien is imposed.

8. INSURANCE

Liability Insurance. 8.1 The Association shall obtain and maintain comprehensive public liability insurance insuring the Association, any manager, the declarants and the owners and occupants of condominiums, and their respective family members, guests, invitees, and the agents and employees of each, against any liability incident to the ownership or use of the common area and including, if obtainable, a cross- liability or severability of interest endorsement insuring each insured against liability to each other insured. The limits of such insurance shall not be less than \$1,000,000 covering all claims for death, personal injury and property damage arising out of a single occurrence. Such insurance shall include coverage against water occurrence. damage liability, liability for non-owned and hired automobiles, liability for property of others and any other liability or risk customarily covered with respect to projects similar in construction, location, and use.

Fire and Extended Coverage Insurance. The Association 8.2 also shall obtain and maintain a master or blanket policy of fire insurance for the full insurable value of all of the improvements with the development. The form, content, and term of the policy and its endorsements and the issuing company must be satisfactory to all institutional first mortgagees. If more than one institutional first mortgagee has a loan of record against a condominium in the development, the policy and endorsements shall meet the maximum standards of the various institutional first mortgagees represented in development. The policy shall contain an agreed amount the endorsement or its equivalent, an increased cost of construction endorsement, vandalism, malicious mischief coverage, a special form endorsement and a determinable cash adjustment clause or a similar clause to permit cash settlement covering full value of the improvements in case of partial destruction and a decision not to rebuild. The policy shall provide amounts of coverage as shall be determined by the board. The policy shall name as insured the Association, the owners and declarant, as long as declarant is the owner of any condominium, and all mortgagees as their respective interests may appear, and may contain a loss payable endorsement in favor of the trustee described hereinafter.

8.3 Individual Fire Insurance Limited. Except as provided in this Section, no owner shall separately insure his unit against loss by fire or other casualty covered by any insurance carrier under Section 8.2. If any owner violates this provision, any diminution in insurance proceeds otherwise payable under policies described in Section 8.2 that results from the existence of such other insurance will be chargeable to the owner who acquired other insurance, and such

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owner will be liable to the Association to the extent of any such diminution. An owner can insure his personal property against loss. In addition, any improvements made by an owner within his unit may be separately insured by the owner, but the insurance is to be limited to the type and nature of coverage commonly known as "tenant's improvements." All such insurance that is individually carried must contain a waiver of subrogation rights by the carrier as to other owners, the Association, declarant and institutional first mortgagee of such condominium.

8.4 Trustee. All insurance proceeds payable under Section 8.2 and 8.3, subject to the rights of mortgagees under Section 8.8, may be paid to a trustee, to be held and expended for the benefit of the owners, mortgagees and others, as their respective interests shall appear. Said trustee shall be a commercial bank in the county in which the development is located that agrees in writing to accept such trust. If repair or reconstruction is authorized, the board shall have the duty to contract for such work as provided for in this declaration.

8.5 Other Insurance. The board may and, if required by any institutional first mortgagee, shall purchase and maintain demolition insurance in adequate amounts to cover demolition in case of total or partial destruction and a decision not to rebuild. The board also shall purchase and maintain worker's compensation insurance, to the extent that it is required by law, for all employees or uninsured contractors of the Association. The board also shall purchase and maintain fidelity bonds or insurance (which shall be in an amount not less than 150% of each year's estimated annual operating expenses and reserves and shall contain an endorsement of coverage of any person who may serve without compensation) sufficient to meet the requirements of any institutional first mortgagee. The board shall purchase and maintain such insurance on personal property owned by the Association, and any other insurance, that it deems necessary or that is required by any institutional first mortgagee.

8.6 Owner's Insurance. An owner may carry whatever personal liability and property damage liability insurance with respect to his condominium that he desires. However, any such policy shall include a waiver of subrogation clause acceptable to the board and to any institutional first mortgagee.

8.7 Adjustment of Losses. The board is appointed attorney-in-fact by each owner to negotiate and agree on the value and extent of any loss under any policy carried pursuant to Section 8.1, 8.2 and 8.5. The board is granted full right and authority to compromise and settle any claim or enforce any claim by legal action or otherwise and to execute releases in favor of any insurer.

8.8 Distribution to Mortgagees. Any mortgagee has the option to apply insurance proceeds payable on account of a condominium

in reduction of the obligation secured by the mortgage of such mortgagee.

9. DESTRUCTION OF IMPROVEMENTS

9.1 Destruction; Proceeds Exceed 85% of Reconstruction Costs. If there is a total or partial destruction of the improvements in the development, and if the available proceeds of the insurance carried pursuant to Section 8 are sufficient to cover not less than eighty-five percent (85%) of the costs of repair and reconstruction, the improvements shall be promptly rebuilt unless, within ninety (90) days from the date of destruction, members then holding at least seventy-five percent (75%) of the total voting power of each class of members present and entitled to vote, in person or by proxy, at a duly constituted meeting, determine that such repair and reconstruction shall not take place. If repair and reconstruction is to take place, the board shall be required to execute, acknowledge and record in the office of the County in which the development is located not later than one hundred twenty (120) days from the date of such destruction, a certificate declaring the intention of the members to rebuild.

9.2 Destruction; Proceeds Less than 85% of Reconstruction Costs. If the proceeds of insurance are less than eighty-five percent (85%) of the costs of repair and reconstruction, repair and reconstruction may nevertheless take place if, within ninety (90) days from the date of destruction, members then holding at least fifty-one percent (51%) of the total voting power of each class of members present and entitled to vote, in person or by proxy, at a duly constituted meeting, determine that such repair and reconstruction shall take place. If repair and reconstruction is to take place, the board shall execute, acknowledge and record in the office of the county recorder of the County in which the development is located not later than one hundred twenty (120) days from the date of such destruction a certificate declaring the intention of the members to rebuild.

9.3 Rebuilding Procedures. If the members determine to rebuild, pursuant to Sections 9.1 or 9.2, each owner shall be obligated to contribute his proportionate share of the cost of reconstruction or restoration over and above the available insurance proceeds. Theproportionate share of each owner shall be equal to a fraction the numerator of which is one (1) and the denominator of which is the number of condominiums in the development. If any owner fails or refuses to pay his porportionate share, the board may levy a special assessment against the condominium of such owner which may be enforced under the lien provisions contained in Section 7 or in any other manner provided in this declaration. If any owner disputes the amount of his proportionate liability under this Section, such owner may contest the amount of his liability by submitting to the board within ten (10) days after notice to the owner of his share of the liability written objections supported by cost estimates or other information that the owner deems to be material and may request a hearing before the board

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at which he may be represented by counsel. Following such hearing, the board shall give written notice of its decision to all owners, including any recommendation that adjustments be made with respect to the liability of any owners. If such adjustments are recommended, the notice shall schedule a special meeting of members for the purpose of acting upon the board's recommendation, including making further adjustments, if deemed by the members to be necessary or appropriate. All adjustments shall be affirmed or modified by a majority of the total voting power of each class of members. If no adjustments are recommended by the board, the decision of the board shall be final and binding on all owners, including any owner filing objections.

9.4 <u>Rebuilding</u> Contract. If the members determine to rebuild, the board or its authorized representative shall obtain bids from at least two reputable contractors and shall award the repair and reconstruction work to the lowest bidder. The board shall have the authority to enter into a written contract with the contractor for such repair and reconstruction, and the insurance proceeds held by the trustee shall be disbursed to the contractor according to the terms of the contract. It shall be the obligation of the board to take all steps necessary to assure the commencement and completion of authorized repair and reconstruction at the earliest possible date.

9.5 <u>Rebuilding Not Authorized</u>. If the members determine not to rebuild, then, subject to the rights of mortgagees under Section 8.8, any insurance proceeds then available for such rebuilding shall be distributed to the owner of each condominium in proportion to his respective percentage undivided interest in the common area. The board shall have the duty, within one hundred twenty (120) days from the date of such destruction, to execute, acknowledge and record in the office of the County Recorder of said County, a certificate declaring the intention of the members not to rebuild.

9.6 <u>Minor Repair and Reconstruction</u>. The board shall have the duty to repair and reconstruct improvements, without the consent of members and irrespective of the amount of available insurance proceeds, in all cases of partial destruction when the estimated cost of repair and reconstruction does not exceed Twenty Thousand Dollars (\$20,000.00). The board is expressly empowered to levy a special assessment for the cost of repairing and reconstructing improvements to the extent insurance proceeds are unavailable, such assessment to be levied as described in Section 9.3 (but without the consent or approval of members, despite any contrary provisions in this declaration).

9.7 <u>Revival of Right to Partition</u>. On recordation of a certificate described in Section 9.5, the right of any owner to partition through legal action as described in Section 11 shall revive immediately.

10. CONDEMNATION

10.1 Sale by Unanimous Consent. If an action for condemnation of all or a portion of the development is proposed or threatened by any governmental agency having the right of eminent domain, then, on unanimous written consent of all of the owners and after written notice to all mortgagees, the development, or a portion of it may be sold by the board acting as irrevocable attorney-in-fact of all of the owners for a price deemed fair and equitable by the board but in no event less than the aggregate unpaid balance of all mortgages encumbering condominiums in the development.

10.2 Distribution of Proceeds of Sale. On a sale occurring under Section 10.1, the proceeds shall be distributed to the owner and the mortgagees of each condominium as their respective interests may appear in proportion to each owner's respective percentage undivided interest in the common area.

10.3 Distribution of Condemnation Award. If the development, or a portion of it, is not sold but is instead taken, the judgment of condemnation shall by its terms apportion the award among the owners and their respective mortgagees.

10.4 <u>Revival of Right to Partition</u>. On sale or on taking that renders more than fifty percent (50%) of the units in the development uninhabitable, the right of any owner to partition through legal action shall revive immediately.

11. PARTITION

Il.1 <u>Suspension</u>. The right of partition is suspended pursuant to Idaho law as to the development. Partition of the development can be had on a showing that the conditions for such partition as stated in this Section 9.7 or in Section 10.4 have been met. Nothing in this declaration shall prevent partition or division of interest between joint or common owners of any condominium.

11.2 Distribution of Proceeds. Proceeds or property resulting from a partition shall be distributed to and among the respective owners and their mortgagees as their interests appear in proportion to each owner's respective percentage undivided interest in the common area.

11.3 <u>Power of Attorney</u>. Each of the owners hereby grants the Association an irrevocable power of attorney to sell the development for the benefit of the owners when partition can be had. Exercise of said power is subject to the approval of members and their institutional first mortgagees.

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12. NON-SEVERABILITY OF COMPONENT INTERESTS IN A CONDOMINIUM

12.1 Prohibition Against Severance. An owner shall not be entitled to sever his unit in any condominium from his membership in the Association, and shall not be entitled to sever his unit and his membership from his undivided interest in the common area for any purpose. None of the component interests in a condominium can be severally sold, conveyed, encumbered, hypothecated or otherwise dealt with, and any violation or attempted violation of this provision shall be appurtenant to his unit over the common area from his condominium, and any attempt to do so shall be void. The suspension of such right of severability will not extend beyond the period set forth in Section II respecting the suspension of partition. It is intended hereby to restrict severability.

12.2 <u>Conveyances</u>. After the initial sales of the condominiums, any conveyance of a condominium by an owner shall be presumed to convey the entire condominium. However, nothing contained in this section shall preclude the owner of any condominium from creating a cotenancy or joint tenancy in the ownership of the condominium with any other person or persons.

13. TERM OF DECLARATION

This declaration shall run with the land and shall continue in full force and effect for a period of fifty (50) years from the date on which this declaration is executed. After that time, this declaration and all covenants, conditions, restrictions and other provisions shall be automatically extended for successive ten (10) year periods unless this declaration is revoked by an instrument executed by owners and their respective institutional first mortgagees of not less than three-fourths (3/4) of the condominiums in the development and recorded in the office of the county recorder of the county in which the development is located.

14. PROTECTION OF MORTGAGEES

14.1 <u>Mortgage</u> <u>Permitted</u>. Any owner may encumber his condominium with a mortgage.

14.2 <u>Subordination</u> Any lien created or claimed under the provisions of this declaration is expressly made subject and subordinate to the rights of any mortgage that encumbers all or a portion of the development, or any condominium, made in good faith and for value, and no such lien shall in any way defeat, invalidate, or impair the obligation or priority of such mortgage unless the mortgagee expressly subordinates his interest, in writing, to such lien.

14.3 Amendment. The prior written consent of seventy- five percent (75%) of the holders of all first mortgagees (based upon one

vote for each mortgage held) shall be required to any material amendment to this declaration, to the articles or to the bylaws. As used in this section 14.3, the term "any material amendment" is defined to mean amendments to provisions of this declaration, to the articles or to the bylaws governing the following subjects:

14.3.1 The purpose for which the development may be used;

14.3.2 Voting;

14.3.3 Assessments, collection of assements, creating and subordination of assessment liens;

14.3.4 Reserves for repair and replacement of common area improvements;

thereon;

14.3.5 Maintenance of common area and improvements

14.3.6 Casualty and liability insurance;

14.3.7 Rebuilding or reconstruction of common area and improvements thereon, in the event of damage or destruction;

14.3.8 Rights of use to and in the common area;

14.3.9 Annexation of additional property; and

14.3.10 Any provision, which by its terms, is specifically for the benefit of first mortgagees, or specifically confers rights on first mortgagees.

14.4 Restrictions on Certain Changes.

Unless seventy-five percent (75%) of first mortgagees of condominiums have given their prior written approval, neither the Association nor the owners shall be entitled:

14.4.1 by act or omission to seek to abandon or terminate the condominium project, except for abandonment provided by statute in case of substantial loss to the units and common area;

14.4.2 to change the method of determining the obligations, assessments, dues or other charges which may be levied against an owner, or to change the pro rata interest or obligations of any condominium for purposes of levying assessments or charges or allocating distributions of hazard insurance proceeds or condemnation awards or for determining the pro rata share of ownership of each owner in the common area;

14.4.3 to partition or subdivide any unit;

14.4.4 by act or omission to seek to abandon, partition, subdivide, encumber, sell or transfer the common area. The granting of easements for public utilities or for other public purposes consistent with the intended use of the common area by the Association or the owners shall not be deemed to be a transfer within the meaning of this clause.

14.4.5 to use hazard insurance proceeds for losses to units or common area improvements in the development or to any other Association property, for other than the repair, replacement or reconstruction of such improvements or property except as provided by statute in case of substantial loss to the units or common area of the development.

14.4.6 by act or omission to change, waive, or abandon the provisions of this declaration, or the enforcement thereof, pertaining to architectural design or control of the exterior appearance of structures in the development, the maintenance of the common area, walks or fences and driveways, or the upkeep of lawns and plantings in the development.

14.5 <u>Right to Examine Books and Records</u>. Institutional first mortgagees can examine the books and records of the Association or the condominium project and can require the submission of financial data concerning the Association or the condominium project, including annual audit reports and operating statements as furnished to the owners.

14.6 Distribution of Insurance and Condemnation Proceeds. No owner, or any other party, shall have priority over any right of institutional first mortgagees of condominiums pursuant to their mortgages in case of a distribution to owners of insurance proceeds or condemnation awards for losses to or a taking of units or common area. Any provision to the contrary in this declaration or in the bylaws or other documents relating to the development is to such extent void. All applicable fire and all physical loss or extended coverage insurance policies shall contain loss payable clauses acceptable to the affected institutional first mortgagees naming the mortgagees, as their interests may appear.

14.7 <u>Amenities</u>. All amenities (such as parking, recreation and service areas) and common area shall be available for use by owners and all such amenities with respect to which regular or special assessments for maintenance or other uses may be levied shall constitute common area. All such amenities shall be owned in fee by the owners in undivided interests or by the Association free of encumbrances except for any easements granted for public utilities or for other public purposes consistent with the intended use of such property by the owners or by the Association. 14.8 Notices to Mortgagees of Record. Upon any loss to any unit covered by a mortgage, if such loss exceeds One Thousand Dollars (\$1,000.00) or on any loss to the common area, if such loss exceeds Ten Thousand Dollars (\$10,000.00), or on any taking of the common area, notice in writing of such loss or taking shall be given to each mortgagee of record. If any owner of a unit is in default under any provision of these covenants, conditions and restrictions, or under any provision of the bylaws or the Association rules, which default is not cured within thirty (30) days after written notice to such owner, the Association shall give to the mortgagee of record of such owner written notice of such default and of the fact that said thirty (30) day period has expired.

14.9 Voting Rights on Default. In case of default by any owner in any payment due under the terms of any institutional first mortgage encumbering such owner's condominium, or the promissory note secured by the mortgage, the mortgagee or his representative, on giving written notice to such defaulting owner or owners, and placing of record a notice of default, is hereby granted a proxy and can exercise the voting rights of such defaulting owner attributable to such condominium at any regular or special meeting of the members held during such time as such default may continue.

14.10 Payments by Mortgagees. Mortgagees of condominiums may, jointly or singularly, pay taxes or other charges which are in default and which may or have become a charge against the common area and may pay overdue premiums on hazard insurance policies, or secure new hazard insurance coverage on the lapse of a policy, for common area improvements or other insured property of the Association and, upon making any such payments, such mortgagees shall be owed immediate reimbursement therefor from the Association. This provision shall constitute an agreement by the Association for the express benefit of all mortgagees and upon request of any mortgagee the Association shall execute and deliver to such mortgagee a separate written agreement embodying the provisions of this Section 14.10.

14.11 Effect of Breach. No breach of any provision of these covenants, conditions and restrictions shall invalidate the lien of any mortgage in good faith and for value, but all of covenants, conditions and restrictions shall be binding on any owner whose title is derived through foreclosure sale, trustee's sale, or otherwise.

14.12 Foreclosure. If any condominium is encumbered by a mortgage made in good faith and for value, the foreclosure of any lien created by any provision set forth in this declaration for assessments, or installments of assessments, shall not operate to affect or impair the lien of the mortgage. On foreclosure of the mortgage, the lien for assessments, or installments, that has accrued up to the time of foreclosure shall be subordinate to the lien of the mortgage, with the foreclosure-purchaser taking title to the condominium free of the lien for assessments, or installments, that has accrued up to the time of the foreclosure-purchaser taking title to the condominium free of the lien for assessments, or installments, that has accrued up to the time of the lien for assessments, or installments, that has accrued up to the time of the lien for assessments, or installments, that has accrued up to the time of the lien for assessments, or installments, that has accrued up to the time of the lien for assessments, or installments, that has accrued up to the time of the lien for assessments, or installments, that has accrued up to the time of the lien for assessments, or installments, that has accrued up to the time of the lien for assessments, or installments, that has accrued up to the time of the lien for assessments, or installments, that has accrued up to the time of the lien for assessments, or installments, that has accrued up to the time of the lien for assessments, or installments, that has accrued up to the time of the lien for assessments, or installments, that has accrued up to the time of the lien for assessments, or installments, that has accrued up to the time of the lien for assessments, or installments, that has accrued up to the time of the lien for assessments.

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foreclosure On taking title to the condominium the sale. foreclosure-purchaser shall only be obligated to pay assessments or other charges levied or assessed by the Association after the foreclosure-purchaser acquired title to the condominium. The subsequently levied assessments or other charges may include previously unpaid assessments provided all owners, including the foreclosure-purchaser, and his successors and assigns are required to pay their proportionate share as provided in this section.

14.13 <u>Non-Curable Breach</u>. Any mortgagee who acquires title to a condominium by foreclosure or by deed in lieu of foreclosure or assignment-in-lieu of foreclosure shall not be obligated to cure any breach of this declaration that is non-curable or of a type that is not practical or feasible to cure.

14.14 Loan to Facilitate. Any mortgage given to secure a loan to facilitate the resale of a condominium after acquisition by foreclosure or by a deed-in-lieu of foreclosure or by an assignment-in-lieu of foreclosure shall be deemed to be a loan made in good faith and for value and entitled to all of the rights and protections of this Section 14.

14.15 <u>Appearance</u> at <u>Meetings</u>. Because of its financial interest in the development, any mortgagee may appear (but cannot vote except under the circumstances set forth in Section 14.9) at meetings of the members and the board to draw attention to violations of this declaration that have not been corrected or made the subject of remedial proceedings or assessments.

14.16 <u>Right to Furnish Information</u>. Any mortgagee can furnish information to the board concerning the status of any mortgage.

14.17 Inapplicability of Right of First Refusal to Mortgagee. No right of first refusal or similar restriction on the right of an owner to sell, transfer or otherwise convey the owner's condominium shall be granted to the Association without the written consent of any mortgagee of the condominium. Any right of first refusal or option to purchase a unit that may be granted to the Association (or other person, firm or entity) shall not apply to any conveyance or transfer of title to such condominium, whether voluntary or involuntary, to a mortgagee which acquires title to or ownership of the unit pursuant to the remedies provided in its mortgage or by reason of foreclosure of the mortgage or deed or assignment in lieu of foreclosure.

14.18 Contracts with Declarant. Any agreement between the Association and declarant pursuant to which the declarant agrees to provide services shall provide for termination by either party without cause or payment of a termination fee on thirty (30) days written notice and shall have a maximum contract term of one (1) year; provided that the board can renew any such contract on a year-to-year basis.

15. AMENDMENT

15.1 <u>Amendment Before the Close of First Sale</u>. Before the close of the first sale of a condominium in the development to a purchaser other than declarants, this declaration and any amendments to it may be amended in any respect or revoked by the execution by declarant and any mortgagee of record of an instrument amending or revoking the declaration. The amending or revoking instrument shall make appropriate reference to this declaration and its amendments and shall be acknowledged and recorded in the office of the county recorder of the county in which the development is located.

15.2 Amendment After Close of First Sale. After the close of the first sale of a condominium in the development to a purchaser other than declarant, this declaration may be amended or revoked in any respect by the vote or written consent of the holders of not less than seventy-five percent (75%) of the voting rights of each class of members. However, if any provision of this declaration requires a greater or lesser percentage of the voting rights of any class of members in order to take affirmative or negative action under such provision, the same percentage of such class or classes of members shall be required to amend or revoke such provision. Also, if the consent or approval of any governmental authority, mortgagee or other person, firm, agency or entity is required under this declaration with respect to any amendment or revocation of any provision of this declaration, no such amendment or revocation shall become effective unless such consent or approval is obtained. Any amendment or revocation subsequent to the close of such first sale shall be evidenced by an instrument certified by the Secretary or other duly authorized offer of the Association and shall make appropriate reference to this declaration and its amendments and shall be acknowledged and recorded in the office of the county recorder of the county in which the development is located.

15.3 <u>Conflict with Section 14 or Other Provisions of this</u> <u>Declaration</u>. To the extent any provisions of this Section 15 <u>conflict</u> with the provisions of Section 14 or any other provision of this declaration, except those contained in Section 15.4, the provisions of Section 14 or the other provisions shall control.

15.4 <u>Reliance</u> on <u>Amendments</u>. Any amendments made in accordance with the terms of this declaration shall be presumed valid by anyone relying on them in good faith.

15.5 <u>Amendments to Conform with Mortgagee Requirements.</u> It is the intent of declarant that this declaration and the articles and bylaws of the association, and the development in general, shall now and in the future meet all requirements necessary to purchase, guarantee, insure or subsidize any mortgage of a condominium in the development by the Federal Home Loan Mortgage Corporation, the Federal National Mortgage Association, the Federal Housing

Administration and the Veterans' Administration. In furtherance of that intent, declarants expressly reserve the right and shall be entitled by unilateral amendment of the declaration so long as declarant owns more than twenty-five percent (25) of the condominiums in the development to amend this declaration in order to incorporate any provisions or to enter into any agreement on behalf of and in the name of the Association that are, in the opinion of any of the cited entities or governmental agencies, required to conform the declaration, the articles, the bylaws or the development to the requirements of any of the entities or governmental agencies, including without limitation, the execution on behalf of and in the name of the Association of a regulatory agreement between the Association and the Federal Housing, Commissioner and any other agreement sufficient to satisfy the requirements for mortgage purchase, guarantee or insurance by any of said entities or agencies. Declarant is hereby granted an irrevocable power of attorney to execute any such amendment or agreement by and in the name of the Association. Each owner of a condominium and each mortgagee of a condominium by acceptance of a deed or encumbrance of a condominium consents to the incorporation in this declaration of any such provisions and to the execution of any amendment or regulatory agreement and agrees to be bound by any such provisions as if they were incorporated in this declaration. The board and each owner shall take any action or shall adopt any resolutions required by declarant or any mortgagee to conform this declaration or the development to the requirements of any of said entities or agencies.

16. GENERAL PROVISIONS

l6.1 <u>Headings</u>. The headings used in this declaration are for convenience only and are not to be used to interpret the meaning of any of the provisions of this declaration.

16.2 <u>Severability</u>. The provisions of this declaration shall be deemed independent and severable, and the invalidity or partial invalidity or unenforceability of any provisions or portions of it shall not invalidate any other provisions.

l6.3 Cumulative Remedies. Each remedy provided for in this declaration shall be cumulative and not exclusive. Failure to exercise any remedy provided for in this declaration shall not, under any circumstances, be construed as a waiver thereof.

16.4 <u>Violations as Nuisance</u>. Every act or omission in violation of the provisions of this Declaration shall constitute a nuisance and, in addition to all other remedies herein set forth, may be abated or enjoined by any owner, any member of the board, the manager, or the Association.

16.5 <u>No Racial Restriction</u>. No owner shall execute or cause to be recorded any instrument which imposes a restriction upon the

sale, leasing or occupancy of his lot on the basis of race, sex, color or creed.

16.6 Access to Books. Any owner may, at any reasonable time and upon reasonable notice to the board or manager at his own expense, cause an audit or inspection to be made of the books and financial records of the Association.

16.7 Liberal Construction. The provisions of this declaration shall be liberally construed to effectuate its purpose. Failure to enforce any provision hereof shall not constitute a waiver of the right to enforce said provision thereafter.

16.8 Notification of Sale of Condominium. Concurrently with the consummation of the sale of any condominium under circumstances whereby the transferee becomes an owner thereof, or within five (5) business days thereafter, the transferee shall notify the board in writing of such sale. Such notification shall set forth the name of the transferee and his mortgagee and transferor, the common address of the condominium purchased by the transferee, the transferee's and the mortgagee's mailing address, and the date of sale. Prior to the receipt of such notification, any and all communications required or permitted to be given by the Association, the board or the manager shall be deemed to be duly made and given to the transferee if duly and timely made and given to said transferee's transferor. Mailing addresses may be changed at any time upon written notification to the board. Notices shall be deemed received forty-eight (48) hours after mailing if mailed to the transferee, or to his transferor if the board has received no notice of transfer as above provided, by certified mail, return receipt requested, at the mailing address above specified. Notices shall also be deemed received twenty-four (24) hours after being sent by telegram or upon personal delivery to any occupant of a condominium over the age of twelve (12) years.

16.9 <u>Number</u>; <u>Gender</u>. The singular shall include the plural and the plural the singular unless the context requires the contrary, and the masculine, feminine and neuter shall each include the masculine, feminine or neuter, as the context requires.

16.10 Exhibits. All exhibits referred to are attached to this declaration and incorporated by reference.

16.11 Easements Reserved and Granted. Any easements referred to in this declaration shall be deemed reserved or granted, or both reserved and granted, by reference to this declaration in a deed to any condominium.

16.12 <u>Binding Effect</u>. This declaration shall inure to the benefit of and be binding on the successors and assigns of the declarant, and the heirs, personal representatives, grantees, tenants, successors and assigns of the owners.

16.13 Unsegregated Real Estate Taxes. Until such time as real property taxes have been segregated by the county assessor of the county in which the development is located, they shall be paid by the respective owners of condominiums. The proportionate share of the taxes for a particular condominium shall be determined by dividing the initial sales price or offered initial sales price of the condominium by the total initial sales prices and offered initial sales prices of all condominiums within the development (the term "offered initial sales price" means the price at which an unsold condominiums is then being offered for sale by declarant). If, and to the extent, that taxes are not paid by any owner of a condominium and are allowed to become delinquent, they shall be collected from the delinquent owner by the Association.

Declarant has executed this instrument as of the 28 Hday of tebruan, 1983. Tóm Swenson

STATE OF IDAHO ss. COUNTY OF BLAINE

minus

On this 28 day of February On this <u>28</u> day of <u>tebruary</u>, 1984, before me, the undersigned, a Notary Public in and for said county and state, personally appeared TOM SWENSON, known to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

WITNESS my hand and official seal. SARDA LAK "Pertonnow" Residing at Same Cauit ccr3/b

EXHIBIT "1"

DESCRIPTION OF REAL PROPERTY

Lot 15, Block 2, Saddleview Subdivision No. 3, according to the official plat thereof recorded on January 29, 1976, as Instrument No. 164293, official records, Blaine County, Idaho.

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EXHIBIT "2"

ARTICLES OF INCORPORATION

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ARTICLES OF INCORPORATION

OF

SEE VIEW

CONDOMINIUM OWNERS ASSOCIATION, INC.

The undersigned, acting as incorporator of a corporation under the Idaho Nonprofit Corporation Act, adopts the following Articles of Incorporation.

ARTICLE I

NAME

The name of the corporation is SEE VIEW CONDOMINIUM OWNERS ASSOCIATION INC., hereinafter called "Association".

ARTICLE II

PRINCIPAL OFFICE AND REGISTERED AGENT

The location and principal office of the Association is 319 Walnut Avenue, Ketchum, Idaho and the post office address is P. O. Box 495, Sun Valley, Idaho 83353. The registered agent of the Association is Tom Swenson.

ARTICLE III

INCORPORATORS

The incorporator and his address is as follows:

TOM SWENSON P. O. Box 495 Sun Valley, Idaho 83353

ARTICLE IV

PURPOSE AND POWERS OF THE ASSOCIATION

The purposes for which the Association is formed are:

(a) The specific and primary purposes for which the Association is formed are to be a residential real estate management association and to provide for the acquisition, construction, management, maintenance and care of real and personal property held by the Association or commonly held by the members of the Association or located in the development and owned by members of the Association and otherwise to act and be operated as a "homeowners association" as defined in Section 528 of the Internal Revenue Code of 1954, as amended.

(b) Subject to the provisions of the recorded or to be recorded Master Declaration of Covenants, Conditions and Restrictions applicable to the development (hereinafter referred to as the "Declaration"), the general purposes and powers of the Association are: (1) To promote the health, safety and welfare of the residents within the development;

(2) To exercise all of the powers and privileges and to perform all of the duties and obligations of the Association as set forth in that certain Master Declaration of Covenants, Conditions and Restrictions for See View Condominiums, and any supplemental declaration, hereinafter called the "Declaration", applicable to the property and recorded or to be recorded in the Office of the Blaine County Recorder and as the same may be amended from time to time as therein provided, said Declaration being incorporated herein as if set forth at length;

(3) To fix, levy, collect and enforce payment by any lawful means, all charges or assessments pursuant to the terms of the declaration; to pay all expenses in connection therewith and all office and other expenses incident to the conduct of the business of the association, including all licenses, taxes or governmental charges levied or imposed against the property of the Association;

(4) To acquire (by gift, purchase or otherwise), own, hold, improve, build upon, operate, maintain, convey, sell, lease, transfer, dedicate for public use or otherwise dispose of real or personal property in connection with the affairs of the Association;

(5) To borrow money and mortgage, pledge, deed in trust, or hypothecate any or all of its real or personal property as security for money borrowed or debts incurred;

(6) To dedicate, sell or transfer all or any part of the common area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members.

(7) To participate in mergers and consolidations with other nonprofit corporations organized for the same purposes or annex additional property and common area;

(8) To have and to exercise any and all powers, rights and privileges which a corporation organized under the Nonprofit Corporation Law of the State of Idaho by law may now or hereafter have or exercise.

The foregoing statement of purposes shall be construed as a statement both of purposes and of powers, and purposes and powers in each clause shall in no wise be limited or restricted by reference to or inference from the terms or provisions of any other clause, but shall be broadly construed as independent purposes and powers. Notwithstanding any of the above statements of purposes and powers, the Association shall not, except to an insubstantial degree, engage in

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any activities or exercise any powers that are not in furtherance of the primary purposes of the Association.

ARTICLE V

MEMBERSHIP

Every person or entity who is a record owner of a fee or undivided fee interest in any Unit which is subject by the declaration to assessment by the Association, including contract sellers, shall be a member of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. Membership shall be appurtenant to and may not be separated from ownership of any unit which is subject to assessment by the Association.

ARTICLE VI

VOTING RIGHTS

The authorized number and qualifications of members of the Association, the different classes of members, if any, the property, voting, and other rights and privileges of members, and their liability for assessments and the method of collection thereof, shall be as set forth in the bylaws.

ARTICLE VII

BOARD OF DIRECTORS

The affairs of this Association shall be managed by a board of three directors, who shall be members of the Association. The number of directors may be changed by amendment of the Bylaws of the Association.

The initial directors of the Association and their addresses are as follows:

TOM	SWENSON	· .	E I	р. О.	Box 495	
	· ·	÷	Sun	Valle	y, Idaho`	83353

EDWARD A. LAWSON

P. O. Box 297 Ketchum, Idaho 83340

WILLIAM E. BROOKS

P. O. Box 6807 Anchorage, Alaska

ARTICLE VIII

DISSOLUTION

The Association may be dissolved as provided by law.

ARTICLE IX

The Association shall exist perpetually.

ARTICLE X

AMENDMENTS

Amendments of these Articles shall require the vote of the members representing at least fifty-one percent (51%) of each class of the Association members entitled to vote.

IN WITNESS WHEREOF, for the purpose of forming this corporation under the laws of the State of Idaho, the undersigned, constituting the incorporator of this Association, has executed these Articles of Incorporation this day of , 1983.

Tom Swenson

STATE OF IDAHO

COUNTY OF BLAINE

On this day of , 1983, before me, the undersigned, a Notary Public in and for said county and state, personally appeared TOM SWENSON, known to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

WITNESS my hand and official seal.

-4-

) ss.

Notary Public for ______ Residing at

366

ccr3/a

EXHIBIT "3"

COMMON AREA OWNERSHIP INTEREST

Unit One Unit Two

50용 50응

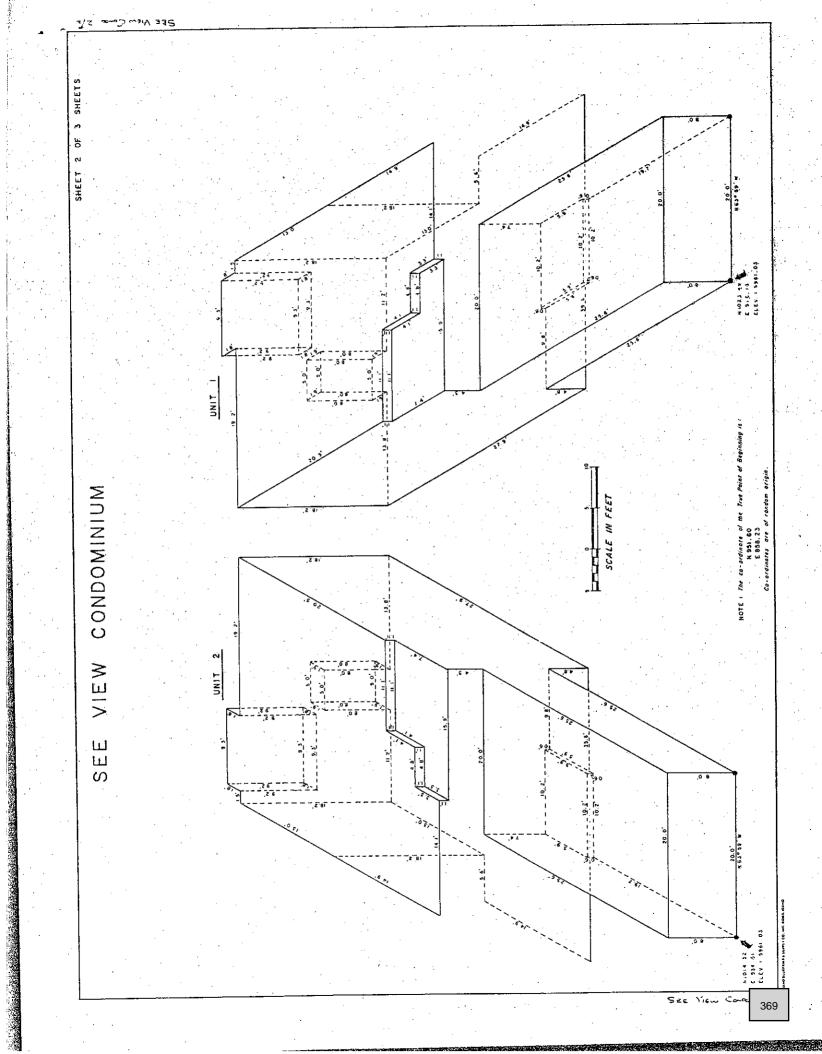
367

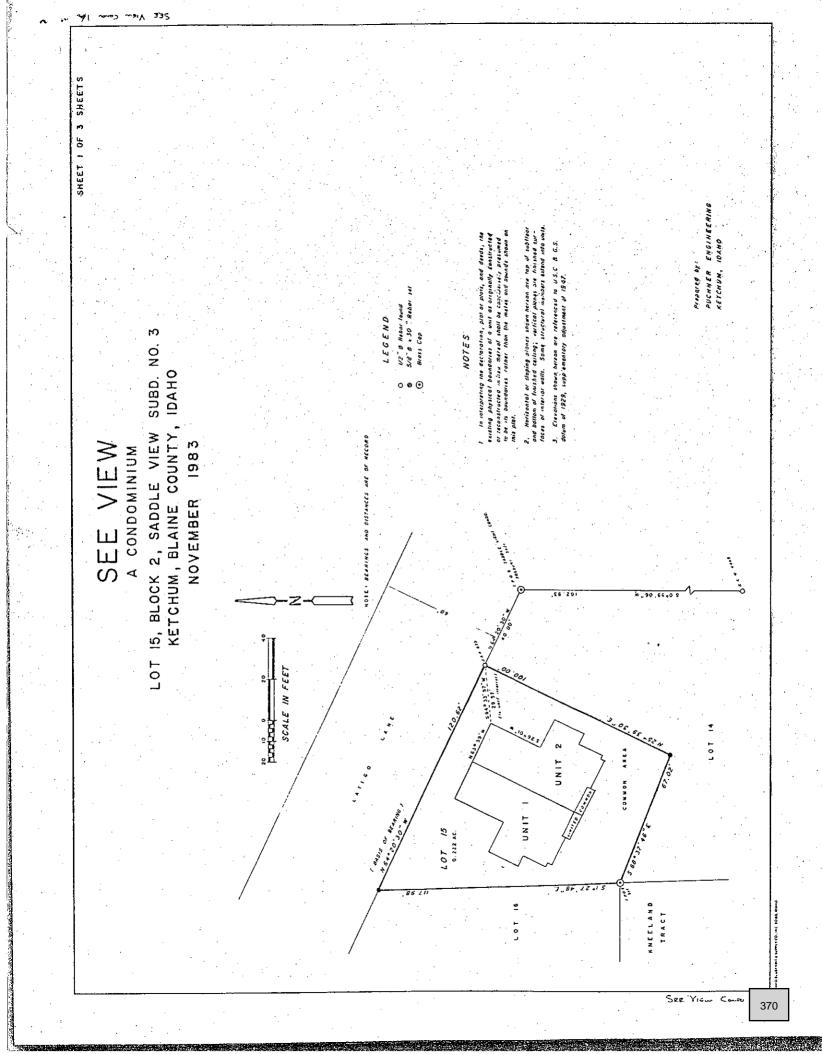
CONDOMINIUM PLAN

-40-

EXHIBIT "4"

1. S. 34





Attachment B: Saddle Light Application Materials



City of Ketchum Planning & Building

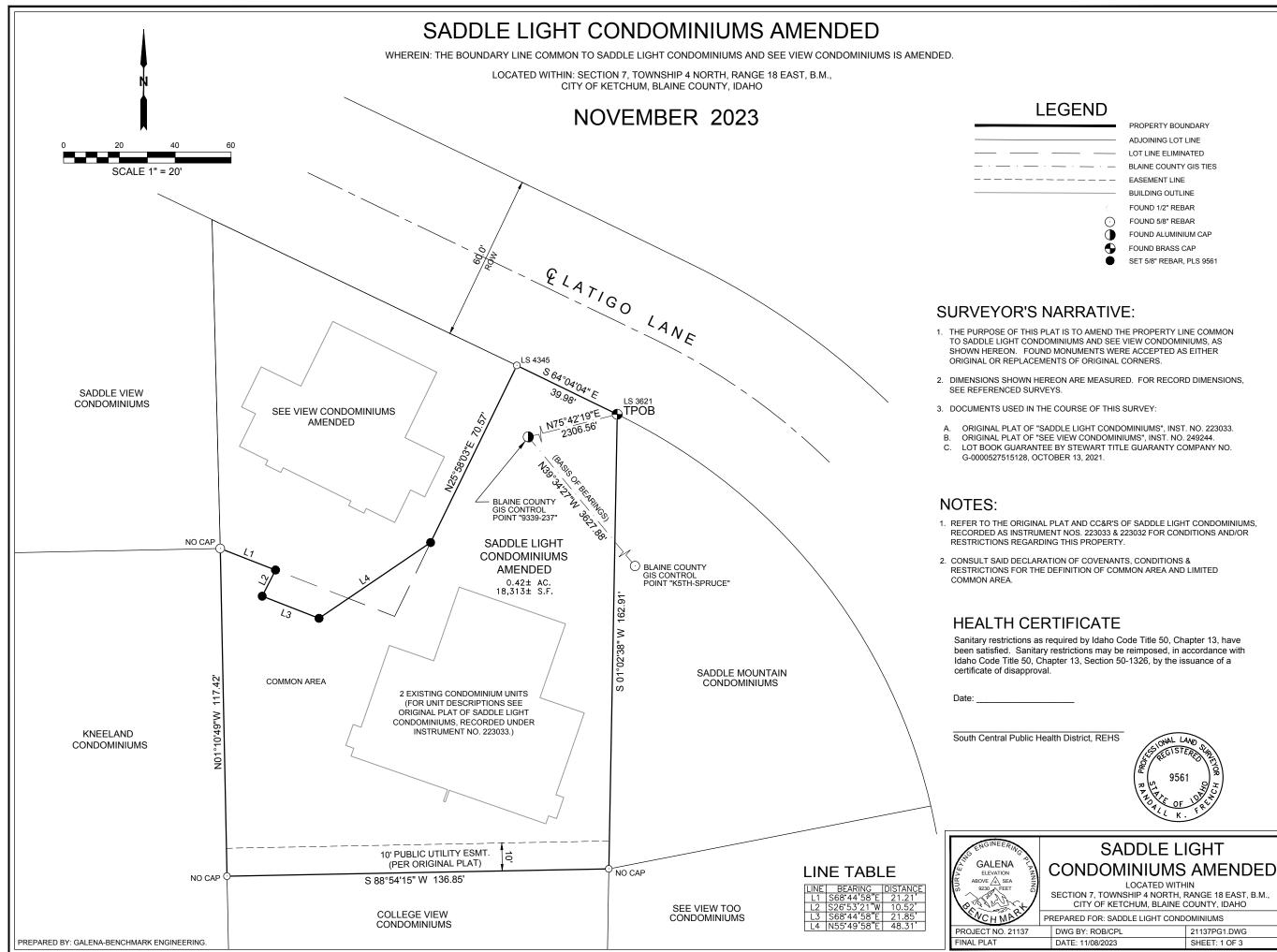
OFFICIAL USE ONLY				
File Number:	P23-087			
Date Received				
By:	HLN			
Fee Paid:	\$950			
Approved Date	e;			
Denied Date:				
By:				

Lot Line Shift Application

OWNER INFORMATION				
Owner Name: Unit 1: Somerton Investors LLC Unit 2: Geoffrey C. Jiranek				
Mailing Address: Unit 1: 1020 Aoloa PL, Unit 407B, Kailua, HI 96734 Unit 2: 72	26 Boylston Ave E., Seattle, WA 98102			
Phone: Unit 1: 206-679-9044 (Client)				
Email: Unit 1: geoff.jiranek@gmail.com (Client)				
PROJECT INFORMATION				
Name of Proposed Plat: Saddle Light Condominiums Amended				
Representative of Owner: Benchmark Associates, Dave Patrie				
Phone: 208-726-9512 Ext. 113				
Mailing Address: P.O. Box 733				
Email: dave@bma5b.com				
Legal Land Description: Saddle Light Condominiums, Units 1 & 2				
Street Address: 109 Latigo Lane, Units 1 & 2				
Number of Lots: 1	Number of Units: 2			
Total Land Area in Square Feet: +/- 18,089 S.F.	Current Zoning District: GR-L - General Residential Low Density			
Overlay District: 🛛 Flood 🔹 Mountain] Avalanche			
Easements to be Dedicated on the Final Plat (Describe Briefly):				
Existing 10' Public	: Utility Easement			
	· · · · · · · · · · · · · · · · · · ·			
ATTACHMENTS				
Attachments Necessary to Complete Application:				
1. A copy of a current lot book guarantee and recorded deed to the subject property;				
2. One (1) copy of preliminary plat; and,				
3. A CD or email of an electronic (.pdf) of the plat.				

Applicant agrees in the event of a dispute concerning the interpretation or enforcement of the Lot Line Shift Application, in which the City of Ketchum is the prevailing party, to pay reasonable attorney fees, including attorney fees on appeal, and expenses of the City of Ketchum. I, the undersigned, certify that all information submitted with and upon this application form is true and accurate to the best of my knowledge and belief.

Signature of Owner/Representative/



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S	ADDLE LIGHT CONDOMINIUMS AMENE	DED
OWNER'S CERTIFICATE	OWNER'S CERTIFICATE	OWNER'S CERTIFICATE
THIS IS TO CERTIFY that SOMERTON INVESTORS, LLC, a Texas limited liability company is the owner in fee simple of Real Property described as follows:	THIS IS TO CERTIFY that the JIRANEK LIVING TRUST u/t/a dated February 3, 2022, GEOFFREY C. JINANEK as Trustee, is the owner in fee simple of Real Property described as follows:	THIS IS TO CERTIFY that the SADDLE LIGHT CONDOMINIUM OWNERS are the owners in fee simple of Real Property described as follows:
A parcel of land located within Section 7, Township 4 North, Range 18 East, Boise Meridian, Ketchum, Idaho, more particularly described as follows:	A parcel of land located within Section 7, Township 4 North, Range 18 East, Boise Meridian, Ketchum, Idaho, more particularly described as follows:	A parcel of land located within Section 7, Township 4 North, Range 18 East, Boise Meridian, Ketchum, Idaho, more particularly described as follows:
Unit 1 and Garage Unit 1 as shown on the Condominium Map for SADDLE LIGHT CONDOMINIUMS, according to the official plat thereof, recorded as Instrument No. 223033, and as defined and described in that Condominium Declaration for Saddle Light Condominiums, recorded as Instrument No. 223032, records of Blaine County, Idaho.	Unit 2 and Garage Unit 2 as shown on the Condominium Map for SADDLE LIGHT CONDOMINIUMS, according to the official plat thereof, recorded as Instrument No. 223033, and as defined and described in that Condominium Declaration for Saddle Light Condominiums, recorded as Instrument No. 223032, records of Blaine County, Idaho.	The Common Area as shown on the Condominium Map for SADDLE LIGHT CONDOMINIUMS, according to the official plat thereof, recorded as Instrument No. 223033, and as defined and described in that Condominium Declaration for Saddle Light Condominiums, recorded as Instrument No. 223032, records of Blaine County, Idaho.
The easements shown hereon are not dedicated to the public, but the right to use said easements for the intended purposes is hereby reserved. No structures other than for such utility and other designated uses are to be erected within the lines of said easements.	The easements shown hereon are not dedicated to the public, but the right to use said easements for the intended purposes is hereby reserved. No structures other than for such utility and other designated uses are to be erected within the lines of said easements.	The easements shown hereon are not dedicated to the public, but the right to use said easements for the intended purposes is hereby reserved. No structures other than for such utility and other designated uses are to be erected within the lines of said easements.
Pursuant to Idaho Code 50-1334, the undersigned, as owner, does hereby state that the lots on this plat are eligible to receive water service from the Ketchum Water Department, and that said district has agreed in writing to serve the lots shown on this plat.	Pursuant to Idaho Code 50-1334, the undersigned, as owner, does hereby state that the lots on this plat are eligible to receive water service from the Ketchum Water Department, and that said district has agreed in writing to serve the lots shown on this plat.	
IN WITNESS WHEREOF, I have hereunto set my hand.	IN WITNESS WHEREOF, I have hereunto set my hand.	IN WITNESS WHEREOF, we have hereunto set our hands.
SOMERTON INVESTORS, LLC, a Texas limited liability company	JIRANEK LIVING TRUST u/t/a dated February 3, 2022	
By:	By: GEOFFREY C. JIRANEK, Trustee Signed this day of, 20	SOMERTON INVESTORS, LLC, a Texas limited liability company By:
ACKNOWLEDGMENT STATE OF) _ss.	ACKNOWLEDGMENT STATE OF))ss.	Signed this day of , 20
COUNTY OF)ss. COUNTY OF) On thisday of, in the year of 20, before me, the undersigned, personally appeared GEOFFREY C. JIRANEK, known or identified to me (or proved to me), to be the Trustee of the JIRANEK LIVING TRUST u/t/a dated February 3, 2022 and acknowledged to me that he and said trust executed the same.	JIRANEK LIVING TRUST u/t/a dated February 3, 2022
executed the same. IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year in this certificate first above written.	IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year in this certificate first above written.	By: GEOFFREY C. JIRANEK, Trustee
	Notary Public	Signed this day of , 20
Notary Public	Residing at:	
Residing at:	Commission Expires:	
Ondos\21137 Lot line shift\21137crt.dwg. 11/8/2023 11:54:06 AM		CHUNCH CHARACTER CONTINUES AMENDED

SADDLE LIGHT CONDOMINIUMS AMENDED

SURVEYOR'S CERTIFICATE

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

RANDALL K. FRENCH, P.L.S. #9561



PROJECT ENGINEER'S CERTIFICATE

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

By:

COUNTY SURVEYOR'S APPROVAL

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

BLAINE COUNTY SURVEYOR

DATE

BLAINE COUNTY TREASURER'S CERTIFICATE

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

Bv:

KETCHUM CITY COUNCIL CERTIFICATE

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

TRENT DONAT, City Clerk

CITY ENGINEER'S CERTIFICATE

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

ROBYN MATTISON, City Engineer

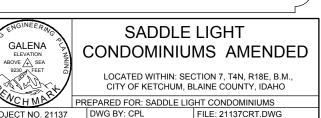
CITY PLANNER'S CERTIFICATE

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

By:

BLAINE COUNTY RECORDER'S CERTIFICATE





SHEET: 3 OF 3

DATE: 11/08/2023

AFTER RECORDING RETURN TO:

Kari A. Brotherton Ryan, Swanson & Cleveland, PLLC 1201 Third Avenue, Suite 3400 Seattle, WA 98101-3034

Instrument # 691230

HAILEY, BLAINE, IDAHO 2-7-2022 01:11:00 PM No. of Pages: 3 Recorded for : RYAN SWANSON & CLEVELAND, PLLC STEPHEN MCDOUGALL GRAHAM Fee: 15.00 Ex-Officio Recorder Deputy______ Index to: WTY/QC/CORP DEED

QUIT CLAIM DEED

THIS INDENTURE, made this 3rd day of February, 2022, between GEOFFREY C. JIRANEK, a married man as his sole and separate property, as "Grantor", and GEOFFREY C. JIRANEK, as Trustee of the JIRANEK LIVING TRUST u/t/a dated February 3, 2022, the "Grantee", whose current address is:

726 Boylston Ave. East, Apt. 1 Seattle, WA 98102

WITNESSETH that said Grantor, for and in consideration of a conveyance into a revocable trust, as to retain its characteristics as separate property, does by these presents remise, release and forever QUITCLAIM unto the said Grantee all that certain lot, piece or parcel of land, situate, lying and being in, the County of Blaine, State of Idaho, bounded and particularly described as follows, to wit:

SEE LEGAL DESCRIPTION ATTACHED AS EXHIBIT A

TOGETHER with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, the reversion and reversions, remainder and remainders, rents, issues and profits thereof.

TO HAVE AND TO HOLD, all and singular the said premises, together with the appurtenances, unto the Grantee and to Grantee's heirs and assigns forever.

IN WITNESS WHEREOF, the said Grantor has executed this Quit Claim Deed as of the day and year first above written.

C. JIRAN

- 1 -

4844-6508-8251.1

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

I certify that I know or have satisfactory evidence that GEOFFREY C. JIRANEK is the person who appeared before me, and said person acknowledged that he signed this instrument and acknowledged it to be his free and voluntary act for the uses and purposes mentioned in the instrument.

WITNESS my hand and official seal hereto affixed this 3rd day of February, 2022.



NUT YC

Kari A. Brotherton NOTARY PUBLIC in and for the State of Washington My Appointment Expires: June 27, 2024

4844-6508-8251.1

- 2 -

EXHIBIT A

Condominium Unit 2, as shown on the Condominium Map and diagrammatic Floor Plans of SADDLE LIGHT CONDOMINIUMS, recorded as Instrument No. 223033 and as defined and described in the Condominium Declaration for SADDLELIGHT CONDOMINIUMS, recorded as Instrument No. 223032, records of Blaine County, Idaho.

4844-6508-8251.1

- 3 -

Instrument # 687170 HAILEY, BLAINE, IDAHO 10-01-2021 3:30:05 PM No. of Pages: 3 Recorded for: TITLEONE - TWIN FALLS STEPHEN MCDOUGALL GRAHAM Fee: \$15.00 Ex-Officio Recorder Deputy: GWB Electronically Recorded by Simplifile



Order Number: 21427861

Warranty Deed

For value received,

Eric Niesz and Kendra Niesz, husband and wife, as community property with right of survivorship

the grantor, does hereby grant, bargain, sell, and convey unto

Somerton Investors, LLC, a Texas limited liability company

whose current address is 1020 Aoloa Place Kailua, HI 96734

the grantee, the following described premises, in Blaine County, Idaho, to wit:

See Exhibit A, attached hereto and incorporated herein.

To have and to hold the said premises, with their appurtenances unto the said Grantee, its heirs and assigns forever. And the said Grantor 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 and those made, suffered or done by the Grantee; and subject to all existing patent reservations, easements, right(s) of way, protective covenants, zoning ordinances, and applicable building codes, laws and regulations, 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.

Remainder of page intentionally left blank.

Order Number: 21427861

Warranty Deed - Page 1 of 3

	28 2
	Dated: September 27, 2021
1	- mu
×	Eric Niesz
	Kerh m
X	Kendra Niesz
	State of Washington county of Pierce, ss

On this 28 day of September in the year of 2021, before me, the undersigned, a Notary Public in and for said State, personally appeared Eric Niesz and Kendra Niesz, known or identified to me to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same.

Notary Public Char-E-Smart Residing In: Pierce counter My Commission Expires: 4-04-2025 (seal)

CHAR E SMART Notary Public State of Washington Commission # 41521 My Comm. Expires Apr 4, 2025

EXHIBIT A LEGAL DESCRIPTION OF THE PREMISES

Unit 1 and Garage Unit 1 as shown on the Condominium Map for SADDLE LIGHT CONDOMINIUMS, BLAINE COUNTY, IDAHO, according to the official plat thereof, recorded as Instrument No. 223033, and as defined and described in that Condominium Declaration for Saddle Light Condominiums, recorded as Instrument No. 223032, records of Blaine County, Idaho.

Order Number: 21427861

Warranty Deed - Page 3 of 3



CLTA GUARANTEE

ISSUED BY STEWART TITLE GUARANTY COMPANY A CORPORATION, HEREIN CALLED THE COMPANY

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

GUARANTEES

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

Dated: October 13, 2021

Signed under seal for the Company, but this endorsement is to be valid only when it bears an authorized countersignature.

Countersigned by:

Authorized Countersignature

TitleOne **Company Name**

271 1st Ave North Ketchum, ID 83340 City, State



Frederick H. Eppinger President and CEO

David Hisey Secretary

Please note carefully the liability exclusions and limitations and the specific assurances afforded by this guarantee. If you wish additional liability, or assurances other than as contained herein, please contact the company for further information as to the availability and cost.

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GUARANTEE CONDITIONS AND STIPULATIONS

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

(a) To Pay or Tender Payment of the Amount of Liability or to Purchase the Indebtedness.

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GUARANTEE CONDITIONS AND STIPULATIONS

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

Such purchase, payment or tender of payment of the full amount of the Guarantee shall terminate all liability of the Company hereunder. In the event after notice of claim has been given to the Company by the Assured the Company offers to purchase said indebtedness, the owner of such indebtedness shall transfer and assign said indebtedness, together with any collateral security, to the Company upon payment of the purchase price. Upon the exercise by the Company of the option provided for in Paragraph (a) the Company's obligation to the Assured under this Guarantee for the claimed loss or damage, other than to make the payment required in that paragraph, shall terminate, including any obligation to continue the defense or prosecution of any litigation for which the Company has exercised its options under Paragraph 5, and the Guarantee shall be surrendered to the Company of cancellation.

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

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

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

- Determination and Extent of Liability This Guarantee is a contract of Indemnity against actual monetary loss or damage sustained or incurred by the Assured claimant who has suffered loss or damage by reason of reliance upon the assurances set forth in this Guarantee and only to the extent herein described, and subject to the exclusions stated in Paragraph 2.
 - The liability of the Company under this Guarantee to the Assured shall not exceed the least of:
 - (a) the amount of liability stated in Schedule A;
 - the amount of the unpaid principal indebtedness secured by the mortgage of an Assured mortgagee, as limited or provided under Section 7 of these (b) Conditions and Stipulations or as reduced under Section 10 of these Conditions and Stipulations, at the time the loss or damage assured against by this Guarantee occurs, together with interest thereon; or
 - (c) the difference between the value of the estate or interest covered hereby as stated herein and the value of the estate or interest subject to any defect, lien or encumbrance assured against by this Guarantee.

Limitation of Liability

- (a) If the Company establishes the title, or removes the alleged defect, lien or encumbrance, or cures any other matter assured against by this Guarantee in a reasonably diligent manner by any method, including litigation and the completion of any appeals therefrom, it shall have fully performed its obligations with respect to that matter and shall not be liable for any loss or damage caused thereby.
- In the event of any litigation by the Company or with the Company's consent, the Company shall have no liability for loss or damage until there has (b) been a final determination by a court of competent jurisdiction, and disposition of all appeals therefrom, adverse to the title, as stated herein.
- The Company shall not be liable for loss or damage to any Assured for liability voluntarily assumed by the Assured in settling any claim or suit (c) without the prior written consent of the Company.
- 10. Reduction of Liability or Termination of Liability - All payments under this Guarantee, except payments made for costs, attorneys' fees and expenses pursuant to Paragraph 5 shall reduce the amount of liability pro tanto.
- 11. Payment Loss
 - (a) No payment shall be made without producing this Guarantee for endorsement of the payment unless the Guarantee has been lost or destroyed, in which case proof of loss or destruction shall be furnished to the satisfaction of the Company.
 - (b) When liability and the extent of loss or damage has been definitely fixed in accordance with these Conditions and Stipulations, the loss or damage shall be payable within thirty (30) days thereafter.
- 12. Subrogation Upon Payment or Settlement Whenever the Company shall have settled and paid a claim under this Guarantee, all right of subrogation shall vest in the Company unaffected by any act of the Assured claimant.

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

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

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

The law of the situs of the land shall apply to an arbitration under the Title Insurance Arbitration Rules. A copy of the Rules may be obtained from the Company upon request.

14. Liability Limited to This Guarantee; Guarantee Entire Contract

- (a) This Guarantee together with all endorsements, if any, attached hereto by the Company is the entire Guarantee and contract between the Assured and the Company. In interpreting any provision of this Guarantee, this Guarantee shall be construed as a whole.
- (b) Any claim of loss or damage, whether or not based on negligence, or any action asserting such claim, shall be restricted to this Guarantee.
- No amendment of or endorsement to this Guarantee can be made except by a writing endorsed hereon or attached hereto signed by either the (c) President, a Vice President, the Secretary, an Assistant Secretary, or validating officer or authorized signatory of the Company.
- 15. Notices, Where Sent All notices required to be given the Company and any statement in writing required to be furnished the Company shall include the number of this Guarantee and shall be addressed to the Company at P. O. Box 2029, Houston, TX 77252-2029.

LOT BOOK GUARANTEE Issued By Stewart Title Guaranty Company

SCHEDULE A

File No. 21431850 State: ID County: Blaine

<u>Guarantee No.</u> G-0000527515128 Liability \$1,000.00 Date of Guarantee October 13, 2021 at 7:30 a.m.

<u>Fee</u> \$400.00

Name of Assured: Benchmark Associates

The assurances referred to on the face page hereof are:

1. That, according to the Company's property records relative to the following described land (but without examination of those Company records maintained and indexed by name):

Parcel I

Unit 1 and Garage Unit 1 as shown on the Condominium Map for SADDLE LIGHT CONDOMINIUMS, BLAINE COUNTY, IDAHO, according to the official plat thereof, recorded as Instrument No. 223033, and as defined and described in that Condominium Declaration for Saddle Light Condominiums, recorded as Instrument No. 223032, records of Blaine County, Idaho.

Parcel II

Unit 2 and Garage Unit 2 as shown on the Condominium Map for SADDLE LIGHT CONDOMINIUMS, BLAINE COUNTY, IDAHO, according to the official plat thereof, recorded as Instrument No. 223033, and as defined and described in that Condominium Declaration for Saddle Light Condominiums, recorded as Instrument No. 223032, records of Blaine County, Idaho.

2. The last recorded instrument purporting to transfer title to said land is:

Deed Type: Warranty Deed Grantors: Eric Niesz and Kendra Niesz, husband and wife, as community property with right of survivorship Grantees: Somerton Investors, LLC, a Texas limited liability company Recorded Date: October 1, 2021 Instrument: 687170 <u>Click here to view</u> Affects Unit 1

Deed Type: Warranty Deed Grantors: Lori Weintraub Ferrer Successor Trustee of the Black Diamond Trust dated December 29, 2016 Grantees: Geoffrey C. Jiranek, a married man as his sole and separate property Recorded Date: July 1, 2020 Instrument: 670329 <u>Click here to view</u> Affects Unit 2

Deed Type: Quit Claim Deed Grantors: Leslie Byrnes Jiranek, wife of Grantee Grantees: Geoffrey C. Jiranek, a married man, as his sole and separate property Recorded Date: July 1, 2020 Instrument: 670330 <u>Click here to view</u> Affects Unit 2

- 3. There are no mortgages or deeds of trust which purport to affect title to said land, other than those shown below under Exceptions.
- 4. There are no (homesteads, agreements to convey, attachments, notices of non-responsibility, notices of completion, tax deeds) which purport to affect title to said land, other than shown below under Exceptions.
- 5. No guarantee is made regarding (a) matters affecting the beneficial interest of any mortgage or deed of trust which may be shown herein as an exception, or (b) other matters which may affect any such mortgage or deed of trust.
- 6. No guarantee is made regarding any liens, claims of liens, defects or encumbrances other than those specifically provided for above, and, if information was requested by reference to a street address, no guarantee is made that said land is the same as said address.

EXCEPTIONS:

1. NOTE: According to the available records, the purported address of said land is:

109 Latigo Ln 1, Ketchum, ID 83340 (Unit 1)

109 Latigo Ln 2, Ketchum, ID 83340 (Unit 2)

2. Taxes for the year 2020 are exempt. Parcel Number: <u>RPK08940000000 (Common Area)</u>

3. Taxes for the year 2020 are paid in full. Parcel Number: <u>RPK08940000010</u> Original Amount: \$4,578.88 Unit 1

4. Taxes for the year 2020 are paid in full. Parcel Number: <u>RPK08940000020</u> Original Amount: \$4,895.74 Unit 2

5. Taxes, including any assessments collected therewith, for the year 2021 which are a lien not yet due and payable.

6. Water and sewer charges, if any, for the City of Ketchum.

7. Liens, levies, and assessments of the Saddlelight Condominium Owners Association, Inc.

8. Easements, reservations, restrictions, and dedications as shown on the official plat of Saddle View Subdivision No. 3.

9. Easements, reservations, restrictions, and dedications as shown on the official plat of Saddle Light Condominiums.

10. Reservations and exceptions in a United States Patent, and in the act authorizing the issuance thereof, recorded August 17, 1885 in Book 1 of Patents, at Page <u>129</u>.

11. Right of way for ditches, tunnels, telephone, and distribution lines constructed by authority of the United States, as granted to the United States under the provisions of Section 58-604 Idaho Code.

12. Deed of Restriction for Saddleview No. 3 Recorded: January 29, 1976 Instrument No.: <u>164292</u>

 An easement for the purpose shown below and rights incidental thereto as set forth in a document. Granted to: Idaho Power Company Purpose: Public Utilities Recorded: February 16, 1977 Instrument No.: 171788 14. Terms, Provisions, Covenants, Conditions, and Restrictions, and Easements provided by Condominium Declaration but omitting any covenants or restrictions, if any, to the extent that such covenants, conditions or restrictions violate 42 USC 3604 (c) or any other ordinance, statute or regulation. Recorded: January 18, 1982

Instrument No.: 223032

Sun Valley Title By:



Nick Busdon, Authorized Signatory

JUDGMENT AND TAX LIEN GUARANTEE Issued By Stewart Title Guaranty Company

SCHEDULE A

Amount of Liability: \$1,000.00

Fee Amount: \$0.00

Guarantee No.: G-0000527515128

Name of Assured: Benchmark Associates

Date of Guarantee: October 11, 2021

That, according to the indices of the County Recorder of Blaine County, State of ID, for a period of 10 years immediately prior to the date hereof, there are no

* Federal Tax Liens

* Abstracts of Judgment, or

* Certificates of State Tax Liens

filed, or recorded against the herein named parties, other than those for which a release appears in said indices and other than those shown under Exceptions.

The parties referred to in this guarantee are as follows:

Parcel I

Somerton Investors, LLC, a Texas limited liability company

Parcel II

Geoffrey C. Jiranek, a married man, as his sole and separate property

Sun Valley Title By:



File No. 21431850

SCHEDULE B

Exceptions:

NONE

CONDOMINIUM DECLARATION FOR

SADDLELIGHT CONDOMINIUMS

ARTICLE I.

The Declarant: The Real Property. JACK E. and JOAN M. DITEMAN, herein "Declarant", are the owners of that certain real property located in Blaine County, Idaho, described as:

Lot 14, Block 2 of the SADDLEVIEW SUBDIVISION NO. 3, Blaine County, Idaho, according to the official plat map thereof, recorded January 29, 1976, as Instrument No. 164293, records of Blaine County, Idaho.

Declarant intends to provide for condominium ownership of real property under the Idaho Condominium Property Act. All provisions of this Declaration shall run with the land and shall constitute benefits and burdens to the Declarant and his assigns and to all persons or entitled hereafter acquiring or owning any interest in the project, however, such interest may be obtained.

ARTICLE II.

The project is hereby divided into condominiums, each consisting of a separate interest in a unit and garage, and an undivided interest in the Common Area, in accordance with Exhibit A, attached hereto and made a part hereof. Exhibit A sets forth the Common Area appurtenant to each unit, the legal dexcription of each unit, and the percentage of ownership interest in the Common Area which is to be allocated to each unit for purposes of tax assessment and liability. Such undivided interest in the Common Area is hereby declared to be appurtenant to the respective units. Limited Common Area, in accordance with the Condominium Map, is designated for exclusive use by owners of particular condominiums.

ARTICLE III.

Description of a Condominium. The legal description of a condominium sjall be as follows:

> "Condominium Unit _____, as shown on the Condominium Map for SADDLELIGHT CONDOMINIUMS, appearing in the records of Blaine County, Idaho, as Instrument No. _____, and as defined and described in that Condominium Declaration for SADDLELIGHT CONDOMINIUMS, recorded in the records of Blaine County, Idaho, as Instrument No. _____."

Such description will be construed to describe the unit, together with the appurtenant undivided interest in the Common Area, and to incorporate all the rights incident to ownership of a condominium and all the limitations on such ownership as described in this Declaration.

ARTICLE IV.

<u>Mechanic's Lien Rights.</u> No labor performed or materials furnished with the consent or at the request of an Owner or his agent shall be the basis for the filing of a lien against the Condominium of any other Owner, unless such other Owner has expressly consented to or requested the performance of such labor or furnishing of such materials. Such express consent shall be deemed to have been given by the Owner of any Condominium in the case of emergency repairs thereto. Any Owner may remove his Condominium from a lien of the fraction of the total sum secured by such lien which is attributable to his Condominiums.

Easements for Encroachments. If any part of the Common Area encroaches or shall hereinafter encroach upon an Unit or Units, an easement for such encroachment and maintenance of the same shall and does exist. If any part of a Unit encroaches or shall hereafter encroach upon the Common Area, or upon an adjoining Unit, an easement for such encroachment and for the maintenance of the same shall and does exist. Such encroachments shall not be considered to be encumbrances whether on the Common Area or the Units. Encroachments referred to herein include, but are not limited to encroachments caused by settling, rising or shifting of the earth, or by changes in position caused by repair or reconstruction of the Project or any part thereof.

ARTICLE V.

The Management Body. Every owner shall be entitled and required to become a member of the Management Body. An Owner shall be entitled to one membership for each Condominium owned by him. No person or entity other than an Owner may be a member of the Management Body, and membership may not be transferred except in connection with a transfer of a Condominium.

Each Owner shall be entitled to vote the same percentage of the total number of votes of the Management Body as such Owner's percentage interest in the Common Area as set forth in Exhibit A.

The Management Body shall be responsible for the exclusive management and control of the Common Area, and all improvements thereon and shall keep the same in good, clean attractive and sanitary condition, order and repair. The Management Body shall be responsible for the maintenance and repair of the exterior surfaces of the buildings and improvements located on the project, including without limitation the painting of the same as often as necessary, and replacement of the trim and caulking, the maintenance and repair of other Common Area, including utility lines, areas for access to any automobile structures consituting part of the Condominiums and all other improvements or materials located within or used in connection with the Common Area. The Management Body shall maintain in a proper, first class manner, all landscaping and natural vegetation constituting part of the Common Area, including assuring the preservation of good visual continuity between landscaped areas and natural vegetation. Payments for maintenance, repair and replacement of common elements shall be by Management Body check. The Management Body cancelled check shall constitute the payment voucher.

The Management Body may obtain and pay for services to manage its affairs and may obtain and pay for legal and accounting services necessary or desirable in connection with the operation of the project or the enforcement of this Declaration. The Management Body may acquire and hold for the use and benefit of the Owners, tangible and intangible personal property and may dispose of the same by sale or otherwise and the beneficial interest in any such property shall be deemed to be owned by the Owners in the same proportion as their respective interests in the Common Area. Upon ten (10) days written notice to the Management Body and payment of a reasonable free as determined by the Management Body, but not exceeding \$25.00, a Unit Owner shall be furnished a statement of his account setting forth the amount of any unpaid assessments or other charges due and owning from such Owner.

The Management Body may adopt reasonable administrative rules and regulations by unanimous consent, governing the use of the units and of the Common Area, which rules and regulations may be amended by unanimous consent of the Management Body, and may include, without limitation, assignment of particular portions of the storage areas within the Common Area for exclusive use by Owners of particular condominiums.

The Management Body by unanimous consent, may designate and remove personnel necessary for the maintenance, repair and replacement of the Common Elements.

ARTICLE VI.

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Management Body By-Laws:

Each Unit Owner shall automatically become memers of the Management Body.

The Management Body shall have the powers and duties neceв. ssary for the administration if the affairs of the project, and shall include, but shall not be limited to the following:

- 1. Operation, care, upkeep and maintenance of the Common Area.
- Determination of common expenses required for 2. the affairs of the project.
- 3. Collection of assessments.
- 4. Employment and dismissal of personnel necessary
- for the maintenance and operation of the project. 5.
- Make reasonable rules and regulations governing the use of units and of the Common Area. 6. Opening of bank accounts on behalf of the project
- and designating the signatories required therefor. 7. Purchase and maintain fire, casualty and liability insurance for the project.
- 8. Making repairs, additions, restorations, maintenance, or alterations to the Common Area.

C. Voting: Each owner shall be entitled to vote the same percentage of the total number of votes as such owner's percentage interest in the Common Area as set forth in Exhibit A, attached hereto.

D. <u>Meetings</u>. The regular meetings of the Management Body may be held at such time and place as shall be determined from time to time by the members, but at least two such meetings shall be held during each fiscal year. Regular meetings shall be scheduled as agreed by the Owners.

Both the members of the Management Body are present at any meeting of the Management Body, no notice shall be required and any business may be transacted at such meeting.

Order of Business: The order of business at all meetings Ε. shall be as follows:

- 1. Roll call;
- 2. Reading of minutes of preceding meeting;
- 3. Reports:
- Unfinished business; 4.
- 5. New business.

F. Officers: There shall be two (2) officers of the project. A President, a Secretary-Treasurer. The offices will be rotated on an annual basis among the Condominium Owners.

ARTICLE VII.

Assessments: Each Owner shall be deemed to covenant and agree to pay to the Management Body periodic assessments for the purposes provided in this Declaration together with special assessments for capital improvements. Such assessments shall be fixed, established and collected from time to time in the manner provided in this article.

The total periodic assessments against the Condominium shall be based upon advanced estimates of cash requirements by the Management Body to provide for the payment of all estimated expenses growing out of or connected with the maintenance and operation of the Common Area, which may include, among other things, expenses

of management; taxes and special assessments; premiums for all insurance which the project is required or permitted to maintain pursuant hereto; landscaping and care of grounds; trash collection; snow removal; wages for project employees; legal and accounting fees; any other expenses and liabilities which may be incurred for the benefit of all the owners under and by reason of this Declaration.

The Management Body shall make periodic assessments, apportioned among the Owners in proportion as provided in Exhibit A which assessments may be quarterly or as the Management Body shall from time to time determine. Written notice of the assessment shall be given to each Owner, which notice shall specify the amount of the assessment and the date of payment of the same. No payments shall be due less than fifteen (15) days after said written notice has been given. Each periodic assessment shall bear interest at the rate of ten percent (10%) per annum, from the date it becomes due and payable if not paid within thirty (30) days after such date.

In addition to the annual assessments, the Management Body may levy at any time a special assessment, payable over such a period as may be determined for the purpose of defraying in whole or in part the cost of any construction or reconstruction, unexpected repair or replacement of the project or any part thereof, or for any other expenses incurred or to be incurred as provided in this Declaration. Notice and payment of special assessments shall be the same as periodic assessments.

All sums assessed to any Owner, together with interest thereon, shall be secured by a lien on such Condominium in favor of the project upon recording of the notice of assessment as herein provided. No notice of assessment shall be recorded until there is a delinquency of sixty (60) days in payment of an assessment. Such lien may be enforced by sale, by any Owner after failure of an Owner to pay such assessment in accordance with its terms. In any such foreclosure, the Owner shall be required to pay the notice of assessment and all reasonable attorney's fees. All such costs and expenses shall be secured by the lien being foreclosed. The Owner shall also be required to pay any assessments against the Condominium which shall become due during the period of foreclosure. Unless sooner satisfied and released, any lien created pursuant to this section shall expire and be of no further force or effect one (1) year from the date of recordation of said notice of assessment. The amount of any periodic or special assessment shall be the personal obligation of the Owner thereof. Suit to recover a money judgment for such personal obligation shall be mainable by any owner without foreclosing or waiving the lien securing the same. A purchaser of a Condominium shall be jointly and severally liable with the seller for all unpaid assessments against the Condominium up to the time of the grant or conveyance, without prejudice to the purchaser's right to recover from the seller the amount paid by the purchaser for such assessments.

ARTICLE VIII.

These condominiums may be leased or rented for lodging or residential purposes only.

ARTICLE IX.

This Declaration shall not be revoked nor shall any of its provisions herein be amended without the unanimous written consent of the Owners duly and properly recorded with the Blaine County Recorder.

ARTICLE X.

In the event the owners cannot unanimously agree when required

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by this Declaration, the issued shall be submitted to arbitration for determination. Each Owner shall select a disinterested party as their arbitrator and the selected arbitrators shall select a third arbitrator. The Owners shall be bound by the determination of a majority of said arbitrators.

This Declaration is executed this 31st day of December, 1981.

DECLARANT:

/s/ JACK E. DITEMAN

/s/ JOAN M. DITEMAN

STATE OF IDAHO, COUNTY OF BLAINE

On this 31st day of December, 1981, before me, a Notary Public in and for said State, personally appeared JACK E. DITEMAN and JOAN M. DITEMAN, known to me to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same.

/s/				
Notary	Public	for Idah	0	
Residir	ng at:	Ketchum	ID	

(SEAL)

EXHIBIT A

PERCENTAGE OF INTEREST OF COMMON AREAS FOR

SADDLELIGHT CONDOMINIUMS

UNIT NO.	PERCENTAGE O	F INTEREST OF	COMMON AREA
#1		50%	
#2		<u> 50% </u> 100%	

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Attachment C: Draft Findings of Fact, Conclusions of Law, and Decision



City of Ketchum Planning & Building

IN RE:)	
See View & Saddle Light Condominiums Lot Line Shift))	KETCHUM CITY COUNCIL FINDINGS OF FACT, CONCLUSIONS OF LAW, AND
Date: December 18, 2023)	DECISION
File Number: P23-087))	

Findings Regarding Application Filed

PROJECT:	Saddle Light & See View Condominium Lot Line Shift
APPLICATION TYPE:	Lot Line Shift (Readjustment of Lot Lines)
FILE NUMBER:	P23-087
OWNER:	Somerton Investors LLC, Geoffrey Jiranek, Valerie Ashbaugh, Jerome & Frances Davis
REPRESENTATIVE:	Dave Patrie, Benchmark Associates
REQUEST:	Final Plat readjust the interior property line shared by the two subject properties
LOCATION:	109 and 115 Latigo Lane (See View Condominiums & Saddle Light Condominiums)
ZONING:	General Residential-Low Density (GR-L) Zoning District

RECORD OF PROCEEDINGS

The City of Ketchum received the application for a Lot Line Shift on September 26, 2023. Following receipt of the complete application, staff routed the application materials to all city departments for review. Department comments were provided to the applicant on October 25, 2023. As of the date of this letter, all department comments have been resolved or addressed through conditions of approval recommended below.

A public hearing notice was mailed to all property owners within 300 feet of the project site and political subdivisions on November 29, 2023. The public hearing notice was published in the Idaho Mountain Express on November 29, 2023. A notice was posted on the city's website on December 3, 2023.

FINDINGS OF FACT

The Ketchum City Council, having reviewed the entire project record, provided notice, and conducted the required public hearing, does herby make and set forth these Findings of Fact, Conclusions of Law, and Decision as follows:

Findings Regarding Readjustment of Lot Lines (KMC §16.04.060)

Consistent with Ketchum Municipal Code (KMC) §16.04.020, the proposal meets the definition of Readjustment of Lot Lines because: (1) See View and Saddle Light Condominiums comply with the dimensional standards

required for properties located within General Residential-Low Density (GR-L) Zoning District, and (2) the proposal does not create additional lots or dwelling units.

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

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

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

	Findings Regarding Contents of Final Plat and Subdivision Design & Development Requirements				
C	Compli	ant	Standards and Council Findings		
\boxtimes			16.04.030.K	Contents Of Final Plat: The final plat shall be drawn at such a scale and contain such lettering as to enable same to be placed upon sheets of eighteen inch by twenty four inch (18" x 24") Mylar paper with no part of the drawing nearer to the edge than one-half inch (1/2"), and shall be in conformance with the provisions of title 50, chapter 13, Idaho Code. The reverse side of such sheet shall not be used for any portion of the drawing, but may contain written matter as to dedications, certificates, signatures, and other information. The contents of the final plat shall include all items required under title 50, chapter 13, Idaho Code, and also shall include the following:	
			Council Findings	The mylar paper shall be prepared following Ketchum City Council review and approval of the Final Plat application and shall meet these standards.	
\boxtimes			16.04.030.K.1	Point of beginning of subdivision description tied to at least two (2) governmental survey corners, or in lieu of government survey corners, to monuments recognized by the city engineer.	
			Council Findings	As conditioned, this standard shall be met. The plat mylar shall show a minimum of two Blaine County Survey Control Monuments with ties to the property and an inverse between the two monuments. The Survey Control Monuments shall be clearly identified on the face of the map.	
X			16.04.030.K.2	Location and description of monuments.	
				As conditioned, this standard shall be met. The final plat mylar shall show the location and description of monuments.	

Table 1: Findings Regarding Contents of Final Plat and Subdivision Design & Development Requirements
Figure Desculture Contents of Figure Distance (Coludition Descine CoDesciences Descine enter

	16.04.030.K.3	Track being dass. Base and an line lat lines at some thirty of some lines and some that it
		Tract boundary lines, property lines, lot lines, street right of way lines and centerlines, other rights of way and easement lines, building envelopes as required on the preliminary plat, lot area of each lot, boundaries of floodplain and floodway and avalanche district, all with bearings, accurate dimensions in feet and decimals, in degrees and minutes and radii, arcs,
	Council	central angles, tangents and chord lengths of all curves to the above accuracy. The plat indicates Latigo Lane as well as the public utility easements.
	Finaings	As conditioned, this standard shall be met. The final plat mylar shall show tract boundary lines, property lines, lot lines, street right of way lines and centerlines, other rights of way and easement lines, building envelopes as required on the preliminary plat, lot area of each lot, boundaries of floodplain and floodway and avalanche district, all with bearings, accurate dimensions in feet and decimals, in degrees and minutes and radii, arcs, central angles, tangents and chord lengths of all curves to the above accuracy.
	16.04.030.K.4	Names and locations of all adjoining subdivisions.
	Council Findings	The plat indicates the adjacent condominium subdivisions. As this standard shall be met, the final plat mylar shall show the names and locations of all adjoining subdivision.
	16.04.030.K.5	Name and right of way width of each street and other public rights of way.
	Council	This standard has been met. The plat indicates the Latigo Lane public rights-of-way.
	Findings 16.04.030.K.6	
	Council	Location, dimension and purpose of all easements, public or private. This standard has been met. The Saddle Light Condominiums plat identifies a 10' public utility
	Findings	easement.
	16.04.030.K.7	The blocks numbered consecutively throughout each block.
	Council Findings	N/A. The adjustment proposed with this lot line shift is limited to altering the interior lot line of existing lots. The lot line shift application doe not create a new block.
	16.04.030.K.8	The outline of any property, other than a street, alley or easement, which is offered for dedication to public use, fully dimensioned by distances and bearings with the area marked "Dedicated to the City of Ketchum for Public Use", together with any other descriptive language with regard to the precise nature of the use of the land so dedicated.
	Council Findings	N/A as no dedications of this type have been proposed.
	16.04.030.K.9	The title, which shall include the name of the subdivision, the name of the city, if appropriate, county and state, and the location and description of the subdivision referenced to section, township, range.
	Council Findings	This standard has been met.
	16.04.030.K.10	Scale, north arrow and date.
		This standard has been met.
	16.04.030.K.11	Location, width, and names of all existing or dedicated streets and other public ways within or adjacent to the proposed subdivision
	Council Findings	This standard has been met. Latigo Lane are indicated on the subdivision plat.
	16.04.030.K.12	A provision in the owner's certificate referencing the county recorder's instrument number where the condominium declaration(s) and/or articles of incorporation of homeowners' association governing the subdivision are recorded.
	Council Findings	Instrument numbers for both condominium declarations are shown in all owner's certificates.
	16.04.030.K.13	Certificate by registered engineer or surveyor preparing the map certifying to the accuracy of surveying plat.
	Council Findings	As shown on page 3 the signature block page includse the surveyor's certification.
	16.04.030.K.14	A current title report of all property contained within the plat.
	Council Findings	This standard has been met. A title report was submitted for the properties.

\boxtimes			16.04.030.K.15	Certification of owner(s) of record and all holders of security interest(s) of record with regard to
			Council	such property. Sheet 2 of the final plats provides the certification of owners of record with regard to the subject
			Findings	properties.
\boxtimes			16.04.030.K.16	Certification and signature of engineer (surveyor) verifying that the subdivision and design standards meet all city requirements.
			Council	Sheet 3 of the final plat provides the certification of the engineer verifying the subdivision and
			Findings	design standards meet all city requirements
\boxtimes			16.04.030.K.17	Certification and signature of the city engineer verifying that the subdivision and design
				standards meet all city requirements.
			Council	Sheet 3 of the final plats provides the certification of the City Engineer verifying that the
			Findings	subdivision and design standards meet all city requirements.
\boxtimes			16.04.030.K.18	Certification and signature of the city clerk of the city of Ketchum verifying that the subdivision has been approved by the council.
			Council	Sheet 3 of the final plats provides the certification of the City Clerk verifying the subdivision has
			Findings	been approved by the council.
		\boxtimes	16.04.030.K.19	Notation of any additional restrictions imposed by the council on the development of such
_				subdivision to provide for the public health, safety and welfare.
			Council	This standard is not applicable as this application shifts the interior lot line separating See View &
			Findings	Saddle Light Condominiums to create amended See View Condominiums and Saddle Light Condominiums.
\boxtimes			16.04.030.L	Final Plat Copies: Both a hard copy and a digital copy of the final plat shall be filed with the
				administrator prior to being placed upon the Council's agenda. A digital copy of the final plat as
				approved by the council and signed by the city clerk shall be filed with the administrator and
				retained by the city. The. Applicant shall also provide the city with a digital copy of the
				recorded document with its assigned legal instrument number.
			Council	This standard has been met.
			Findings	
		\boxtimes	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.
			Council	This standard is not applicable as this application shifts the interior lot line separating See View $\&$
			Findings	Saddle Light Condominiums to create amended See View Condominiums and Saddle Light
				Condominiums. No additional improvements are required for the lot line shift.
		\boxtimes	16.04.040.B	Improvement Plans: Prior to approval of final plat by the Council, the subdivider shall file two
				(2) copies with the city engineer, and the city engineer shall approve construction plans for all
				improvements required in the proposed subdivision. Such plans shall be prepared by a civil
				engineer licensed in the state.
			Council	This standard is not applicable as this application shifts the interior lot line separating See View &
			Findings	Saddle Light Condominiums to create amended See View Condominiums and Saddle Light
	_		46.04.040.0	Condominiums. No additional improvements are required for the lot line shift.
		\boxtimes	16.04.040.C	Performance Bond: Prior to final plat approval, the subdivider shall have previously constructed
				all required improvements and secured a certificate of completion from the city engineer.
				However, in cases where the required improvements cannot be constructed due to weather,
				factors beyond the control of the subdivider, or other conditions as determined acceptable at the sole discretion of the city, the city council may accept, in lieu of any or all of the required
				improvements, a performance bond filed with the city clerk to ensure actual construction of the
				required improvements as submitted and approved. Such performance bond shall be issued in
				an amount not less than one hundred fifty percent (150%) of the estimated costs of
				improvements as determined by the city engineer. In the event the improvements are not
				constructed within the time allowed by the city council (which shall be two years or less,
				depending upon the individual circumstances), the council may order the improvements
				installed at the expense of the subdivider and the surety. In the event the cost of installing the
				required improvements exceeds the amount of the bond, the subdivider shall be liable to the
				city for additional costs. The amount that the cost of installing the required improvements
				all property within the subdivision owned by the owner and/or subdivider.
1				exceeds the amount of the performance bond shall automatically become a lien upon any and

	Council	This standard is not applicable as this application shifts the interior lot line separating See View &
	Findings	Saddle Light Condominiums to create amended See View Condominiums and Saddle Light
		Condominiums. No additional improvements are required for the lot line shift.
	16.04.040.D Council Findings	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.
	16.04.040.E Council Findings	Monumentation: Following completion of construction of the required improvements and priorto certification of completion by the city engineer, certain land survey monuments shall bereset or verified by the subdivider's engineer or surveyor to still be in place. These monumentsshall have the size, shape, and type of material as shown on the subdivision plat. Themonuments 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.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 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 harmonious development of structures any 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 outside of the original Ketchum Townsite shall have a property line curve or corner of a minimum radius of twenty five feet (25') unless a longer radius is required to serve an existing or future use. 4. Side lot lines shall be within twenty degrees (20°) to a right angle or radial line

			with recordation of the final plat. Minimum lot sizes in all cases shall be reversed frontage
			lot(s).
		Council Findings	Standard #1 has been met. See View Condominiums and Saddle Light Condominiums complies with the dimensional standards required for lots within the GR-L Zone. Standard #2 is not applicable as the subject property isn't located within the Floodplain or Mountain overlays. Standard #3 is not applicable as the subject property is not a corner lot. Standard #4 has been met. Standard #5 is not applicable as the properties are not double frontage lots. Standard #6 has been met as both properties have over 20' of frontage along Latigo Lane
	\boxtimes	16.04.040.G	G. Block Requirements: The length, width and shape of blocks within a proposed subdivision
			 shall conform to the following requirements: 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. Blocks shall be laid out in such a manner as to comply with the lot requirements. 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. Except in the original Ketchum Townsite, corner lots shall contain a building envelope outside of a seventy five foot (75') radius from the intersection of the streets.
		Council Findings	This application does not create a new block. This requirement is not applicable.
		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 reighborhood, and provide 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 orderly 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 prope

	r			
				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 County Assessor's office 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 shall be required consistent with adopted city standards and where
				designated 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 and chapter 12.04 of this code;
				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 shall be required consistent with adopted city standards and
				where designated shall be a required improvement installed by the subdivider;
				23. Gates are prohibited on private roads and parking access/entranceways, private driveways
				accessing more than one single-family dwelling unit and one accessory dwelling unit, and public
				rights-of-way unless approved by the City Council; and
				24. No new public or private streets or flag lots associated with a proposed subdivision (land,
				planned unit development, townhouse, condominium) are permitted to be developed on parcels within the Avalanche Zone.
			Council	This standard is not applicable. This proposal does not create new street, private road, or bridge.
			Findings	
		\boxtimes	16.04.040.I	Alley Improvement Requirements: Alleys shall be provided in, commercial and light industrial
				zoning districts. The width of an alley shall be not less than twenty feet (20'). Alley intersections
				and sharp changes in alignment shall be avoided, but where necessary, corners shall be
				provided to permit safe vehicular movement. Dead end alleys shall be permitted only within
				the original Ketchum Townsite and only after due consideration of the interests of the owners
1				of property adjacent to the dead-end alley including, but not limited to, the provision of fire protection, snow removal and trash collection services to such properties. Improvement of
				alleys shall be done by the subdivider as required improvement and in conformance with
				design standards specified in subsection H2 of this section.
			Council	This standard is not applicable as this application shifts the interior lot line separating See View &
			Findings	Saddle Light Condominiums to create amended See View Condominiums and Saddle Light
			_	Condominiums. Alleys are not required in residential neighborhoods.
		\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
1				public waterways and lands.
				1. A nublic utility accompate to location foot (10^{1}) is width shall be required within the stress
1				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
1				width shall be required within property boundaries adjacent to Warm Springs Road and within
L	I	1	I	

		1		
				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 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.
			Council Findings	N/A. No easements are proposed or required for this project. The project does not create a new private street. The property is not adjacent to any waterways or located within the floodplain or riparian area.
			16.04.040.K Council Findings	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. This standard is not applicable as this application shifts the interior lot line separating See View & Saddle Light Condominiums to create amended See View Condominiums and Saddle Light
			_	Condominiums. No sanitary sewage disposal improvements are required for this project.
			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
			Council	Reclamation, and all requirements of the City.
			Findings	This standard is not applicable as this application shifts the interior lot line separating See View & Saddle Light Condominiums to create amended See View Condominiums and Saddle Light Condominiums. Water system improvements are not required for this project.
L	I	1	1	

		40.04.040.00	
	\boxtimes	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
		Council	preliminary plat application, and the landscaping shall be a required improvement. This standard is not applicable as this application shifts the interior lot line separating See View &
		Findings	Saddle Light Condominiums to create amended See View Condominiums and Saddle Light
			Condominiums. Planting strip improvements are not required for this project.
		16.04.040.N	
			the height of the cut or the fill. Additional setback distances shall be provided as
		Council	necessary to accommodate drainage features and drainage structures. This standard is not applicable as this application shifts the interior lot line separating See View &
		Findings	Saddle Light Condominiums to create amended See View Condominiums and Saddle Light
<u> </u>		_	Condominiums. No grading improvements are proposed or required.
	\boxtimes	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

	Council Findings	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. This standard is not applicable as this application shifts the interior lot line separating See View & Saddle Light Condominiums to create amended See View Condominiums and Saddle Light Condominiums. No drainage improvements are proposed or required.
	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.
	Council Findings	This standard is not applicable as this application shifts the interior lot line separating See View & Saddle Light Condominiums to create amended See View Condominiums and Saddle Light Condominiums. No utilities improvements are proposed or required.
	16.04.040.Q Council Findings	Off Site Improvements: Where the off site impact of a proposed subdivision is found by the commission or Council to create substantial additional traffic, improvements to alleviate that impact may be required of the subdivider prior to final plat approval, including, but not limited to, bridges, intersections, roads, traffic control devices, water mains and facilities, and sewer mains and facilities. This standard is not applicable as this application shifts the interior lot line separating See View & Saddle Light Condominiums to create amended See View Condominiums and Saddle Light Condominiums. Off-site improvements are not required or proposed with this project.
	16.04.040.R Council Findings	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. 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.
	Council Findings	This standard is not applicable as this application shifts the interior lot line separating See View & Saddle Light Condominiums to create amended See View Condominiums and Saddle Light Condominiums. No existing natural features were identified on the project.

CONCLUSIONS OF LAW

- 1. The City of Ketchum is a municipal corporation established in accordance with Article XII of the Constitution of the State of Idaho and Title 50 Idaho Code and is required and has exercised its authority pursuant to the Local Land Use Planning Act codified at Chapter 65 of Title 67 Idaho Code and pursuant to Chapters 3, 9 and 13 of Title 50 Idaho Code to enact the ordinances and regulations, which ordinances are codified in the Ketchum City Code ("KMC") and are identified in the Findings of Fact and which are herein restated as Conclusions of Law by this reference and which city ordinances govern the applicant's application for the development and use of the project site.
- 2. The Council has authority to hear the applicant's Lot Line Shift Application pursuant to Chapter 16.04 of Ketchum Code Title 16.
- 3. The City of Ketchum Planning Department provided adequate notice for the review of this application.

- 4. The Lot Line Shift (Readjustment of Lot Lines) application is governed under Sections 16.04.010, 16.04.020, 16.04.030, and 16.04.060 of Ketchum Municipal Code Chapter 16.04.
- 5. As conditioned, the proposed Lot Line Shift meets the standards for approval under Title 16 of Ketchum Municipal Code.

DECISION

THEREFORE, the Ketchum City Council **approves** the See View & Saddle Light Condominiums Lot Line Shift Application this Monday, December 18th, 2023 subject to the following conditions:

CONDITIONS OF APPROVAL

- 5. The final plat shall be recorded with the Blaine County Clerk and Recorder's Office within one year of approval by the Ketchum City Council.
- 6. Upon recording of the final plat with the Blaine County Clerk and Recorder's Office, the applicant shall provide a copy of the recorded final plat to the Planning and Building Department

Findings of Fact **adopted** this 18th day of December 2023

Neil Bradshaw, Mayor



City of Ketchum

CITY COUNCIL MEETING AGENDA MEMO

Meeting Date:	December 18, 2023	Staff Member/Dept:	Shellie Gallagher - Treasury						
Agenda Item:	Recommendation to approve FY23 year-end auditor financial reports.								
Recommended	Motion:								

"I move to approve the FY23 audited financial statements and file in the city's permanent records."

Reasons for Recommendation:

- Section 50-1010 of the Idaho Statutes requires the Council to cause a full and complete audit of the financial statements of the City each fiscal year.
- Workman & Company was retained to serve as the external auditing professional and has completed the approved scope of work.
- Workman & Company's audit produced no material findings or deficiencies in the City's financial statements.

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

Sustainability Impact:

None.

Financial Impact:

None OR Adequate funds exist in account:	None.

Attachments:

1.	FY23 Audited Financial Statements
 .	

CITY OF KETCHUM, IDAHO

Financial Statements

Year Ended September 30, 2023

CITY OF KETCHUM, IDAHO

Financial Statements For the year ended September 30, 2023

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WORKMAN Office of & COMPANY

2190 Village Park Avenue, Suite 300 • Twin Falls, ID 83301 • 208.733.1161 • Fax: 208.733.6100

INDEPENDENT AUDITOR'S REPORT

November 14, 2023

To the City Council City of Ketchum, Idaho Ketchum, Idaho

Opinions

We have audited the accompanying financial statements of the governmental activities, the business-type activities, the aggregate discretely presented component unit, each major fund, and the aggregate remaining fund information of the City of Ketchum, Idaho, as of and for the year ended September 30, 2023, and the related notes to the financial statements, which collectively comprise the City of Ketchum, Idaho's basic financial statements as listed in the table of contents.

In our opinion, the financial statements referred to above present fairly, in all material respects, the respective financial position of the governmental activities, the business-type activities, the aggregate discretely presented component unit, each major fund, and the aggregate remaining fund information of the City of Ketchum, Idaho, as of September 30, 2023, and the respective changes in financial position, and, where applicable, cash flows thereof for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinions

We conducted our audit in accordance with auditing standards generally accepted in the United States of America. Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of the City of Ketchum, Idaho, and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

Responsibilities of Management for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America, and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the City of Ketchum, Idaho's ability to continue as a going concern for twelve months beyond the financial statement date, including any currently known information that may raise substantial doubt shortly thereafter.

Auditor's Responsibility

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinions. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with generally accepted auditing standards will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgement made by a reasonable user based on the financial statements.

Report Continued—

In performing an audit in accordance with generally accepted auditing standards, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the City of Ketchum, Idaho's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about the City of Ketchum, Idaho's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planning scope and timing of the audit, significant audit findings, and certain internal control-related matters that we identified during the audit.

Required Supplementary Information

Accounting principles generally accepted in the United States of America require that the management's discussion and analysis, budgetary comparison information, and post-employment information on pages 3–11 and 36–39 and 40 be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

Supplementary Information

Our audit was conducted for the purpose of forming opinions on the financial statements that collectively comprise the City of Ketchum, Idaho's basic financial statements. The combining and individual nonmajor fund financial statements and long-term debt payment schedules on pages 41-46 are presented for purposes of additional analysis and are not a required part of the basic financial statements.

The combining and individual nonmajor fund financial statements and long-term debt payment schedules are the responsibility of management and were derived from and relate directly to the underlying accounting and other records used to prepare the basic financial statements. Such information has been subjected to the auditing procedures applied in the audit of the basic financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the basic financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the basic financial statements or to the basic financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the combining and individual nonmajor fund financial statements are fairly stated in all material respects in relation to the basic financial statements as a whole.

Other Reporting Required by Government Auditing Standards

In accordance with *Government Auditing Standards*, we have also issued our report dated November 14, 2023, on our consideration of the City of Ketchum, Idaho's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is solely to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the City's internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the City's internal control over financial reporting and compliance.

Workman & Company

Certified Public Accountants Twin Falls, Idaho



City of Ketchum

Management's Discussion and Analysis

November 14, 2023

The City of Ketchum, Idaho's general purpose external financial statements are presented in this report. The components of the general purpose external financial statements include:

- Management's Discussion and Analysis (MD&A)
- Basic Financial Statements
- > Other Required Supplementary Information (RSI).

FINANCIAL HIGHLIGHTS

- The total of all fund assets of the City of Ketchum exceeded liabilities at the close of the most recent fiscal year by \$ 56,319,614. Of that amount, \$ 19,671,806 (unrestricted net position) may be used to meet future obligations and programs.
- > The Local Option Tax (LOT) receipts increased \$ 344,008 from the previous year.

This Special Revenue Fund received an amount of, \$7,193,293 in the current year.

Governmental Fund Revenues were \$ 23,689,953 and expenditures were \$23,279,193.

OVERVIEW OF THE FINANCIAL STATEMENTS

This discussion and analysis is intended to serve as an introduction to the City of Ketchum's basic financial statements. The City's basic financial statements comprise three components: 1) government-wide financial statements, 2) fund financial statements, and 3) notes to the financial statements. This report also contains other supplementary information in addition to the basic financial statements themselves.

Government-wide Financial Statements

Government-wide financial statements provide both long-term and short-term information about the City's overall financial condition. Changes in the City's financial position may be measured over time by increases and decreases in the Statement of Net Position. Information on how the City's net position changed during the fiscal year is presented in the Statement of Activities.

Fund Financial Statements

Fund financial statements focus on individual parts of the City, reporting the City's operations in more detail than the government-wide financial statements. Fund financial statements include the statements for governmental and proprietary funds. Financial statements for the City's component unit are also presented.

Continued...

Table 1: Major Features of the Basic Financial Statements								
	Government-wide	Fund Financial Statements						
	Financial Statements	<u>Governmental Funds</u>	Proprietary Funds					
Scope	Entire City government and	Activities of the City that	Activities of the City that are operated					
	the City's component unit.	are not proprietary.	similar to private businesses					
Required financial	* Statement of net position	* Balance sheet	* Statement of net assets					
statements	* Statement of activities	* Statement of revenues, expenditures,	* Statement of revenues, expenses					
		and changes in fund balances	and changes in net position					
			* Statement of cash flows					
Accounting basis and	Accrual accounting and	Modified accrual accounting and	Accrual accounting and					
measurement focus	economic resources focus	current financial resources focus	economic resources focus					
Type of asset/liability	All assets and liabilities, both	Only assets expected to be used up and	All assets and liabilities, both					
Information	financial and capital, and	liabilities that come due during the year or	financial and capital, and					
	short-term and long-term	soon thereafter; no capital assets	short-term and long-term					
Type of inflow/outflow	All revenues and expenses	* Revenues for which cash is received	All revenues and expenses					
information	during the year, regardless	during or soon after the end of the year	during the year, regardless					
	of when cash is received or	* Expenditures when goods or services	of when cash is received or					
	paid	have been received and payment is	paid.					
		due during the year or soon thereafter						

Notes to the Financial Statements

Notes to the financial statements provide additional information that is essential to the full understanding of the data provided in the government-wide and fund financial statements.

Refer to Note 1 of the financial statements for more detailed information on the elements of the financial statements. Table 1 above summarizes the major features of the basic financial statements. CONDENSED FINANCIAL INFORMATION

Condensed Statement of Net Position

The largest component (Total \$56,319,614) of the City's net position (62.9%) reflects its investment in capital assets (e.g. land, infrastructure, buildings, equipment, and others), less any related debt outstanding that was needed to acquire or construct the assets. The City uses these capital assets to provide services to the citizens and businesses in the City; consequently, this net position amount is not eligible for future spending. Restricted net position totals \$ 8,223,817. Restricted net position

Continued...

represents resources that are subject to external restrictions, constitutional provisions, debt service requirements, or enabling

legislation on how they can be used. The remaining portion of net position is unrestricted, which can be used to finance government operations.

Table 2 below presents the City's condensed statement of net position as of September 30, 2023, derived from the government-wide Statement of Net Position.

		Governmental Activities		Business- type Activities		Total Primary Government	Component Unit - Urban Renewal Agency
Current and other assets	\$	16,397,600	\$	14,885,239	\$	31,282,839	\$ 4,819,003
Capital assets		36,962,247	_	13,213,515		50,175,762	 5,631,879
Total Assets	-	53,359,847	_	28,098,754		81,458,601	10,450,882
Deferred Outflows	_	1,000,880	_	266,056		1,266,936	
Current Liabilities		1,192,374	_	399,790		1,592,164	 483,521
Long-term liabilities	_	14,466,631	_	10,347,128		24,813,759	3,025,277
Total Liabilities	_	15,659,005	_	10,746,918		26,405,923	3,508,798
Deferred Inflows	-	0		0		0	
Net assets: Invested in capital assets	-		-				
net of related debt		25,117,566		3,306,425		28,423,991	2,123,081
Restricted		1,223,817		7,000,000		8,223,817	0
Unrestricted		12,360,339		7,311,467		19,671,806	4,819,003
Total Net Position	\$	38,701,722	\$	17,617,892	S.	56,319,614	\$ 6,942,084

Condensed Statement of Activities

Table 3 below presents the City's condensed statement of activities for the fiscal year ended September 30, 2023, as derived from the government-wide Statement of Activities. Over time, increases and decreases in net position measure whether the City's financial position is improving or deteriorating. During the fiscal year, the net position of the governmental activities increased by \$ 2,087,970 or 5.7% percent, the net position of the business-type activities increased by \$ 2,316,952 or 15.1%, and the net position of the City's Component Unit (Urban Renewal Agency) increased \$ 2,027,575 or 41.3%.

Continued...

		Governmental Activities		Business- type Activities		Total Primary Government		Component Unit Urban Renewal Agency
Revenue:	-							
Program revenues								
Charges for services	\$	6,433,773	\$	6,301,618	\$	12,735,391	\$	36,000
Capital grants /contributions	-	141,752	· _			141,752	- 2	<u>.</u>
Total program revenues	-	6,575,525		6,301,618		12,877,143		36,000
General revenues								
Taxes		12,745,217				12,745,217		2,197,20
Franchise, licenses, permits		1,847,797				1,847,797		
State shared revenues		1,749,211				1,749,211		
Interest		611,863		357,173		969,036		180,56
Gain (Loss) on sale of assets		0		(40.005)		0		40.53
Other revenues (Losses)	-	(365,917)		(40,325)	-	(406,242)		18,57
Total general revenues Total revenues	-	16,588,171	-	316,848	-	16,905,019		2,396,35
	-	23,163,696	_	6,618,466	_	29,782,162		2,432,35
Program expenses:		0 000 507				0 000 507		005 74
General government Public safety		6,882,527				6,882,527		335,74
Streets		5,352,382				5,352,382		
Parks and recreation		2,407,748				2,407,748		
Transportation		588,855 4,344,518				588,855		
Affordable Housing		1,220,751				4,344,518		
Wastewater		1,220,701		2,407,389		1,220,751		
Water				2,407,389		2,407,389 1,595,147		
Interest, long-term debt		278,945		298,978		577,923		69,028
Total program expenses	-	21,075,726	-	4,301,514	-	25,377,240	-	404,776
Change in net position	-	2,087,970	-	2,316,952		4,404,922	· _	2,027,57
Beginning net position		36,613,752		15,300,940		51,914,692		4,914,50
Ending net position	\$	38,701,722	e –	17,617,892	<u> </u>	56,319,614	\$ 	6,942,084

Program Expenses and Revenues for Governmental Activities

Table 4 below presents program expenses and revenues for governmental activities. Overall, program revenues were not sufficient to cover program expenses for governmental activities. The net program expenses of these governmental activities were therefore supported by general revenues, mainly taxes.

Continued...

Table 4: Program Expenses and Revenuesfor Government ActivitiesFor the Fiscal Year Ended September 30, 2023

	-	Program Expenses	_	Program Revenues	-	Net Expense (Revenues) (a)
General government	\$	6,882,527	\$	5,712,614	\$	(1,169,913)
Public safety		5,352,382		285,591		(5,066,791)
Streets		2,407,748				(2,407,748)
Parks and Recreation		588,855		151,528		(437,327)
Transportation		4,344,518				(4,344,518)
Affordable Housing		1,220,751		425,792		(794,959)
Interest on long-term debt		278,945				(278,945)
Totals	\$	21,075,726	\$	6,575,525	\$ _	(14,500,201)
(a) Net Program Expenses are taxes.	mainly su	pported by				

Program Expenses and Revenues for Business-type Activities

Table 5 below presents program expenses and revenues for business-type activities. Program revenues generated from business-type activities were sufficient to cover program expenses.

	for B	gram Expenses usiness-type A Year Ended Se	ctivitie	S		
City Programs		Program Expenses	_	Program Revenues	-	Net Program Expenses (Revenues)
Wastewater Water Interest on long-term debt	\$	2,407,389 1,595,147 298,978	\$	3,514,964 2,786,654	\$	1,107,575 1,191,507 (298,978)
Totals	\$	4,301,514	\$ _	6,301,618	\$	2,000,104

The City of Ketchum, Idaho adopts an annual budget. A budgetary comparison statement of Governmental Funds is provided below. In total, any negative variances are insignificant.

Continued...

BUDGET VARIANCES IN THE GENERAL FUND

The changes made to the budget format have moved the City into compliance with the budget standards developed by the Government Finance Officers of America (GFOA). An analysis of budget variances this year shows that more assets were budgeted for expenditure than were expended during the current operating cycle.

		e 6: Analysis of for Major G	_	mental Funds			
	Fo	r the Fiscal Year	Ende	d September 30	, 2023		
		Actual Amounts	-	Original Budget Amounts	-	Final Budget Amounts	Positive (Negative
Revenues:							
Taxes	\$	9,606,787	\$	10,594,071	\$	12,115,187	\$ 1,521,116
Franchises, licenses, permits		715,993		1,196,993		1,847,797	650,804
State of Idaho		1,826,694		1,826,694		1,833,744	7,050
Fees, fines, & charges							
for services		3,337,632		4,840,035		5,551,417	711,382
Miscellaneous		25,000		332,000	-	680,591	348,59
Total Revenue		15,512,106	-	18,789,793		22,028,736	3,238,943
Expenditures:							
General Government		5,306,589		5,761,868		5,503,457	258,411
Public Safety		4,852,337		5,098,599		5,013,391	85,208
Streets		2,062,892		2,326,538		2,064,661	261,877
Capital outlay		2,818,096		5,489,352		3,151,752	2,337,600
Parks and Recreation		552,463		552,463		534,865	17,598
Transportation		2,527,000		4,344,517		4,344,518	(1
Affordable Housing		305,000		305,000		0	305,000
Debt Service		0		0	-	0	(
Total Expenditures		18,424,377		23,878,337		20,612,644	3,265,693
Excess Revenues							
over (Expenditures)	\$	(2,912,271)	S	(5,088,544)	\$	1,416,092	\$ 6,504,630

Continued...

		on of Statemen mber 30, 2023 a			
					Percentage
		2023		2022	<u> </u>
Current Assets	\$	31,282,839	\$	22,479,626	39.1609%
Capital Assets		50,175,762		47,323,976	6.0261%
Total Assets		81,458,601		69,803,602	16.6968%
Deferred Outflow of Resources		1,266,936		1,566,036	-19.0992%
Current Liabilities		1,592,164		1,168,118	36.3016%
Long Term Liabilities		24,813,759		18,272,934	35.7952%
Total Liabilities		26,405,923	-	19,441,052	35.8256%
Deferred Inflow of Resources		0	-	13,894	-100.0000%
Net Position:					
Invested in Capital Assets					
net of related debt		28,423,991		31,850,117	-10.7570%
Restricted		8,223,817		1,463,367	461.9791%
Unrestricted	-	19,671,806	-	18,601,208	5.7555%
Total Net Position	\$_	56,319,614	\$_	51,914,692	8.4849%

OVERALL ANALYSIS

Financial highlights for the City as a whole during the fiscal year ended September 30, 2023, show the assets of the City exceeded its liabilities (net position) at the close to the fiscal year by \$56,319,614 (for governmental activities \$38,701,722, for the business-type activities \$17,617,892). Additionally, the City's total net position increased during the year by \$4,404,922. The net position of the governmental activities increased by \$2,087,970, while the net position of the business-type activities increased by \$2,316,952.

Continued...

	For the	for All f Fiscal Year Ende	-unas ed September 30, 2	2023		
	_	Beginning Balance	Additions	Deletions		Ending Balance
Land and Infrastructure Buildings and Improvements Vehicles and Equipment Construction in Progress	\$	13,868,243 49,045,712 10,556,288 1,086,636	1,555,213 317,376 1,762,403 768,449		\$	15,423,456 49,363,088 12,318,691 1,855,085
Totals	_	74,556,879	4,403,441	0	_	78,960,320
Accumulated Depreciation	_	(27,232,903)	(1,551,655)	0		(28,784,558)
Net Book Value	\$	47,323,976			\$	50,175,762

CAPITAL ASSET AND LONG-TERM, ACTIVITY

Capital Asset Activity

At September 30, 2023, the City reported \$36,962,247 in capital assets for governmental activities and \$13,213,515 in capital assets for business-type activities.

Long-term Debt Activity

See Note 4 of the financial statements for information on the City's long-term debt.

FUNDS ANALYSIS

Funds that experienced significant changes during the year are as follows:

Governmental funds

As of the close of the fiscal year, the City's governmental funds reported a combined ending fund balance of \$ 15,706,111. The fund balance increased \$ 410,760 during the fiscal year. The increase is the result of \$23,689,953 of revenues reduced by \$23,279,193 of expenditures. The increase in fund balance follows a fund balance increase of \$1,382,047 in FY2022. The City's management and Council continue to expend resources under approved budgets and strive to strengthen the City's financial position during uncertain economic times. This ongoing accomplishment is due to the commitment and determination of the City Council and staff to make prudent financial decisions while also seeking to preserve levels of service to the community by continually pursuing and implementing cost savings and efficiencies in operations.

Table 9 below presents an analysis of the fund balances in the Governmental Funds and Enterprise Funds.

Continued...

Table 9: Analysis of Fund Balances for All Funds For the Fiscal Year Ended September 30, 2023

		Investment in Capital Assets		Restricted or Assigned	-	Unassigned	_	Total Balance
General Fund	\$		\$	0	\$	7,386,386	¢	7,386,386
City Sales Tax Fund	¥		Ψ	1,430,680	Ψ	7,500,500	Ψ	1,430,680
In-Lieu Housing Fund				2,291,857				2,291,857
Capital Improvement Funds				3,057,730				3,057,730
GO Bond Debt Fund				(1,884)				(1,884)
Wagon Days Fund				12,972				12,972
City/County Housing Fund				304,553				304,553
Police Trust Fund				7,596				7,596
Community Development Trust				.,				.,000
Fund				0				o
Park Trust Fund				1,216,221				1,216,221
Water		2,500,444		0		3,739,125		6,239,569
Wastewater		805,981		7,000,000		3,572,342		11,378,323

REQUESTS FOR INFORMATION

Requests for information regarding City finances should be directed to:

Shellie Gallagher, City Treasurer City of Ketchum, Idaho P.O. Box 2315 Ketchum, Idaho, 83340 Telephone: (208) 726-3841

ACKNOWLEDGMENTS

A special thanks to the City Treasurer and staff for working so hard to operate the financial department of the City. Appreciation is also expressed to the Mayor, City Council the Department Directors for their cooperation and assistance throughout the year in matters pertaining to the financial affairs of the City.

Respectfully submitted, Jade Riley CITY ADMINISTRATOR

CITY OF KETCHUM, IDAHO Statement of Net Position at September 30, 2023

	Governmental Activities	B 	usiness-type Activities	-	Total Primary Government		omponent Unit Irban Renewal Agency
ASSETS							
Cash and Deposits Accounts Receivable & Prepaid Expenses	6 14,349,047	\$	7,627,159 88,123	\$	21,976,206 88,123	\$	4,795,297 1,050
Taxes Receivable	380,843				380,843		22,656
Due From Other Governments Restricted Cash	443,893 1,223,817		169,957 7,000,000		613,850 8,223,817		
Other Assets	1,223,017		7,000,000		0,220,011		
Totals	16,397,600		14,885,239		31,282,839	_	4,819,003
Capital Assets:	······			-		_	
Land	8,809,038		15,380		8,824,418		4,768,746
Construction in Progress	1,320,000		535,085		1,855,085		000 020
Infrastructure	6,599,038		26,702,415		6,599,038 49,363,088		960,936
Buildings and Improvements Equipment and Vehicles	22,660,673 10,187,140		2,131,551		12,318,691		
Accumulated Deprecation	(12,613,642)		(16,170,916)		(28,784,558)		(97,803)
Total Capital Assets	36,962,247	_	13,213,515	-	50,175,762	-	5,631,879
		_	· · · · · · · · · · · · · · · · · · ·	-		_	
Total Assets	53,359,847	_	28,098,754	-	81,458,601	_	10,450,882
Net Pension Asset & Deferred Outflows of Reso	urces:						
Deferred Outflows from Pension Activity	1,000,880	_	266,056	-	1,266,936	_	0
LIABILITIES							
Accounts and Interest Payable Due To Other Funds Long-term Liabilities:	702,979		17,790		720,769		2,507
Portion due or payable within one year: Lease and Bonds Payable Portion due or payable after one year:	489,395		382,000		871,395		481,014
Lease and Bonds Payable	10,769,913		8,681,000		19,450,913		3,056,124
Unamortized Bond Discount			(14,980)		(14,980)		(30,847)
Unamortized Bond Premium	585,373		859,070		1,444,443		
Net Pension Liability	2,747,457		730,336		3,477,793		
Compensated Absences	363,888	_	91,702		455,590	-	
Total Liabilities	15,659,005	_	10,746,918		26,405,923	-	3,508,798
Deferred Inflows of Resources:							
Deferred Inflows from Pension Activities	0	_	0		0	-	0
NET POSITION							
Invested in Capital Assets - net of related debt Restricted For:	25,117,566		3,306,425		28,423,991		2,123,081
Debt Service			7,000,000		7,000,000		0
Other Purposes	1,223,817				1,223,817		
Unrestricted	12,360,339	_	7,311,467		19,671,806	-	4,81 <u>9,003</u>
Total Net Position	\$38,701,722	\$_	17,617,892	\$	56,319,614	\$_	6,942,084

CITY OF KETCHUM, IDAHO Statement of Activities For the Year Ended September 30, 2023

		Program Fees, Fines,	Revenues Capital	Ch	Expense) Revenu anges in Net As	sets	Component Unit - Urban
Activities:	Expenses	and Charges for Services	Grants and Contributions		Business Type Activities	Total	Renewal Agency
Governmental:		· · · · ·	<u> </u>				
General Government Public Protection:	\$ 6,882,527	\$ 5,687,333	\$ 25,281	\$ (1,169,913)		\$ (1,169,913) \$	36,000
Public Safety Streets	5,352,382 2,407,748	285,591		(5,066,791) (2,407,748)		(5,066,791) (2,407,748)	
Parks and Recreation	588,855	35,057	116,471	(437,327)		(437,327)	
Transportation	4,344,518		- •	(4,344,518)		(4,344,518)	
Affordable Housing	1,220,751	425,792		(794,959)		(794,959)	
Interest - on long-term debt Total Governmental Activities	<u>278,945</u> 21,075,726	6,433,773	141,752	(278,945) (14,500,201)		<u>(278,945)</u> (14,500,201)	
Total Covernmental Addition	21,070,120		141,102	(14,000,201)		(14,000,201)	
Business Type:	4 505 447	0 700 054				4 404 505	
Water Wastewater	1,595,147	2,786,654			\$ 1,191,507 1,107,575	1,191,507 1,107,575	
Interest - on long-term debt	2,407,389 298,978	3,514,964			1,107,575 (298,978)	(298,978)	
Total Business-type Activities	4,301,514	6,301,618	0		2,000,104	2,000,104	
Total City of Ketchum, Idaho	\$ 25,377,240	\$ 12,735,391	\$141,752	(14,500,201)	2,000,104	(12,500,097)	
Component Units: Urban Renewal Agency	\$404,776_						(404,776)
Total							(368,776)
	General Reve Property ta			5,531,640		5,531,640	2,190,299
		on sales taxes		7,193,293		7,193,293	2,130,235
		, licenses, permits	;	1,847,797		1,847,797	
	State of Ida	ho revenue shari	ng	1,106,880		1,106,880	
		aho liquor receipts		396,263		396,263	
		vay user collection		246,068		246,068	
		d interest on prope		20,284		20,284	6,908
		irt and parking fine		66,383 0		66,383 0	
	,) from Sale of Ass n investments	els	611,863	357,173	969.036	180,566
	Miscellane			93,957	001,110	93,957	18,578
		n of Bond Premiu	m	18,546	62,864	81,410	
	Amortizatio	n of Bond Discou	nt		2,119	2,119	
) from Pension Ac		(544,803)	(105,308)	(650,111)	
	Total ge	eneral revenues ar	nd transfers	16,588,171	316,848	16,905,019	2,396,351
	C	hanges in net posi	ition	2,087,970	2,316,952	4,404,922	2,027,575
	Net Position -	Beginning		36,613,752	15,300,940	51,914,692	4,914,509
	Net Position -	Ending		\$38,701,722	\$_17,617,892	\$_56,319,614_\$	6,942,084

CITY OF KETCHUM, IDAHO Balance Sheet Governmental Funds at September 30, 2023

	_	General Fund	City Sales Tax Fund	In-Lieu Housing Fund		General Capital Improvement Fund	Other Governmental Funds	Total Governmental Funds
ASSETS:								
Cash and Cash Deposits Taxes Receivable Due From Other Governments	\$	6,994,006 \$ 39,867 443,893	1,089,704 \$ 340,976	2,291,857	\$	3,057,730	\$ 2,139,567 \$	15,572,864 380,843 443,893
Total Assets	\$ =	<u>7,477,766</u> \$	1,430,680 \$	2,291,857	\$	3,057,730	\$ 2,139,567 \$	16,397,600
LIABILITIES:								
Accounts Payable Funds Held in Trust Due To Other Funds	\$	76,330 \$ 15,050	\$		\$		\$ 43 \$ 600,066	76,373 615,116 0
Total Liabilities	-	91,380	0	0		0	600,109	691,489
FUND BALANCE:								
Non-spendable Restricted Committed							1,223,817	0 1,223,817 0
Assigned Unassigned	_	7,386,386	1,430,680	2,291,857		3,057,730	315,641	7,095,908 7,386,386
Total Fund Balance	-	7,386,386	1,430,680	2,291,857		3,057,730	1,539,458 \$	15,706,111
Total Liabilities and Fund Balance	\$_	7,477,766 \$	1,430,680 \$	2,291,857	\$	3,057,730	\$ 2,139,567	
Amounts reported for governmental activi are different because:	ties i	n the Statement o	f Net Position (pa	ge 12)				
Governmental fund capital assets are The cost of assets is \$ 49,575,889 a					in	the funds.	 	36,962,247
Long-term liabilities, including bonds/le are not payable in the current period								(13,966,636)

CITY OF KETCHUM, IDAHO Statement of Revenues, Expenditures, and Changes in Fund Balances Governmental Funds for the year ended September 30, 2023

	General Fund	City Sales Tax Fund	In-Lieu Housing Fund	General Capital Improvement Fund	Other Governmental Funds	Total Governmental Funds
REVENUE:						
Property taxes Local Option sales taxes Franchises, licenses, permits State of Idaho shared revenue State of Idaho liquor receipts	\$ 4,921,894 1,516,767 1,106,880 396,263	\$\$\$ 7,193,293	٩	\$ \$ 331,030	609,746 \$	5,531,640 7,193,293 1,847,797 1,106,880 396,263 246,068
State highway user collections Penalty/Interest on property taxes County court and parking fines Proceeds from sale of assets	246,068 18,150 66,383				2,134	20,284 66,383 0
Fees and charges for services Grants, contributions, bond proceeds	4,437,807 14,712		425,792	687,818	882,356 127,040	6,433,773 141,752
Earnings on investments Miscellaneous and Reimbursements	351,557 93,957	16,977	67,196	136,192	39,941	611,863 93,957
Total Revenue	13,170,438	7,210,270	492,988	1,155,040	1,661,217	23,689,953
EXPENDITURES:						
General Government Public Safety	5,363,064 4,846,988	140,393 166,403			1,050,480	6,553,937 5,013,391 2,064,661
Streets Capital outlay Parks and Recreation	2,064,661 534,865			2,383,304	509,354 42,643	2,892,658 577,508
Transportation Affordable Housing Debt Service		4,344,518	768,448		452,303 611,769	4,344,518 1,220,751 611,769
Total Expenditures	12,809,578	4,651,314	768,448	2,383,304	2,666,549	23,279,193
EXCESS REVENUE (EXPENDITURES)	360,860	2,558,956	(275,460)	(1,228,264)	(1,005,332)	410,760
OTHER FINANCING SOURCES (USES)	•					
Operating transfers from other funds Operating transfers (to) other funds	1,900,000 (731,344)	(2,881,580)	201,061	900,493 (115,000)	726,370	3,727,924 (3,727,924)
NET CHANGE IN FUND BALANCES	1,529,516	(322,624)	(74,399)	(442,771)	(278,962)	410,760
FUND BALANCE - BEGINNING	5,856,870	1,753,304	2,366,256	3,500,501	1,818,420	15,295, <u>351</u>
FUND BALANCE - ENDING	\$ 7,386,386	\$\$	2,291,857	\$\$	<u>1,539,458</u> \$	15,706,111

CITY OF KETCHUM, IDAHO Reconciliation of the Statement of Revenues, Expenditures, and Changes in Fund Balances of Governmental Funds To the Statement of Activities for the year ended September 30, 2023

Net Change in Fund Balance - Total Governmental Funds (Page 15)	\$	410,760
Governmental funds report capital outlays as current year expenditures. In the Statement of Activities the cost of these assets is allocated over their estimated useful lives as depreciation expense. This is the amount of current capital outlay for new fixed assets.		
This is the amount of current year depreciation.		(956,830)
This is the amount of new Governmental Fund assets.		2,782,002
This is the amount of disposed of Governmental Fund assets.		0
Long term liabilities are not recorded in the Governmental funds.		
This is the amount of new debt	2	0
This is the amount of payments on General Obligation Bonds Payable		395,572
This is the amount of changes in net pension activities		(544,803)
Liability for personal leave days are not recorded in Governmental funds.		
This is the decrease in compensated leave during the year.	-	1,269
Change in Net Assets of Governmental Activities (Page 13)	\$_	2,087,970

CITY OF KETCHUM, IDAHO Statement of Net Position Proprietary Funds at September 30, 2023

	Water	Wastewater	Totals
Assets:	-		
Current Assets:			
Cash and Deposits	\$ 3,931,830	\$ 3,695,329	\$ 7,627,159
Accts receivable - customers	57,140	30,983	88,123
Accts receivable - other govts.		<u> </u>	<u> </u>
	3,988,970	3,896,269	7,885,239
Restricted Current Assets:			
Cash and Deposits		7,000,000	7,000,000
Total Current Assets	3,988,970	10,896,269	14,885,239
Capital Assets:			
Plant and equipment	13,865,530	15,518,901	29,384,431
Accumulated depreciation	(8,457,996)	(7,712,920)	(16,170,916)
Net Plant and equipment	5,407,534	7,805,981	13,213,515
Total Assets	9,396,504	18,702,250	28,098,754
Net Pension Asset & Deferred Outflow of Resources:			
Deferred Outflows from Pension Activity	114,024	152,032	266,056
Liabilities:			
Current Liabilities:			
Accounts and Interest Payable	4,877	12,913	17,790
Current portion long-term debt	192,000	190,000	382,000
Total current liabilities	196,877	202,913	399,790
Noncurrent Liabilities:			
Bonds Payable	2,581,000	6,100,000	8,681,000
Unamortized Bond Discount	(14,980)		(14,980)
Unamortized Bond Premium	149,070	710,000	859,070
Net Pension Liability	313,002	417,334	730,336
Compensated Absences Payable	45,990	45,712	91,702
Total noncurrent liabilities	3,074,082	7,273,046	10,347,128
Total Liabilities	3,270,959	7,475,959	10,746,918
Deferred Inflow of Resources:			
Deferred Inflows from Pension Activity	0	0	0
Net Position:			
Investment in capital assets			
net of related debt	2,500,444	805,981	3,306,425
Restricted	0	7,000,000	7,000,000
Unrestricted	3,739,125	3,572,342	7,311,467
Total Net Position	\$6,239,569	\$ 11,378,323	\$

CITY OF KETCHUM, IDAHO Statement of Revenues, Expenditures, and Changes in Net Position Proprietary Funds for the year ended September 30, 2023

	Water	Wastewater	Totals
Operating Revenues:			
Charges for services	\$ 2,766,103	\$ 3,471,330	\$ 6,237,433
Hookups, connections, impact fees	11,710	640	12,350
Reimbursements and Misc.	8,841	42,994	51,835
Total Operating Revenue	2,786,654	3,514,964	6,301,618
Operating Expenses:			
Salaries and benefits	479,010	831,457	1,310,467
Administrative and supplies	879,367	1,217,877	2,097,244
Depreciation	236,770	358,055	594,825
Total Operating Expenses	1,595,147	2,407,389	4,002,536
Operating Income	1,191,507	1,107,575	2,299,082
Nonoperating Revenues (Expenses):			
Interest Income	127,470	229,703	357,173
Interest Expense	(120,276)	(178,702)	(298,978)
Gain (Loss) on pension activity	(58,510)	(46,798)	(105,308)
Amortization of bond discount	2,119	66 /11	2,119 62,864
Amortization of bond premuim	(3,547)	66,411	02,004
Total Nonoperating	(52,744)	70,614	17,870
Income before transfers	1,138,763	1,178,189	2,316,952
Transfers in			
Transfers out			
Net Income	1,138,763	1,178,189	2,316,952
Total Net Position - Beginning	5,100,806	10,200,134	15,300,940
Total Net Position - Ending	\$6,239,569	\$ 11,378,323	\$ <u>17,617,892</u>

CITY OF KETCHUM, IDAHO Statement of Cash Flows Proprietary Funds for the year ended September 30, 2023

		Water Fund		Wastewater Fund		Total
Cash Flows From Operating Activities:	-		-		-	
Receipts from customers	\$	2,756,808	\$	3,405,739	\$	6,162,547
Payments to suppliers		(879,367)		(1,217,877)		(2,097,244)
Payments to employees		(477,539)		(831,203)		(1,308,742)
Other receipts	_	8,841	_	42,994	_	51,835
Net cash provided (used) by operations	_	1,408,743		1,399,653	-	2,808,396
Cash Flows From Capital and Related Financing Activities:						
Purchase and construction of capital assets		(545,282)		(463,514)		(1,008,796)
Proceeds from Bonds		(040,202)		7,000,000		7,000,000
Principal paid on capital debt		(187,000)		(700,000)		(887,000)
Interest paid on capital debt		(120,430)		(167,251)		(287,681)
Interest paid on capital debt		(120,430)	-	(107,201)	-	(207,001)
Net cash provided (used) by capital and		(050 740)		E 000 00E		4 946 500
related financing activities	-	(852,712)	-	5,669,235	-	4,816,523
Cash Flows From Investing Activities:						
Interest Income	-	127,470	-	229,703	-	357,173
Net Increase (Decrease) in Cash and Deposits		683,501		7,298,591		7,982,092
Balances - Beginning of the year	_	3,248,329	_	3,396,738	-	6,645,067
Balances - Ending of the year	\$_	3,931,830	\$_	10,695,329	\$_	14,627,159
Displayed as:						
Pooled Cash and Investments		3,931,830		3,695,329		7,627,159
Restricted Assets	_		_	7,000,000	-	7,000,000
Balances - Ending of the year	\$_	3,931,830	\$_	10,695,329	\$_	14,627,159
Reconciliation of Operating Income (Loss) to Net						
Cash Provided (Used) by Operating Activities:						
Operating Income (Loss)		1,191,507		1,107,575		2,299,082
Adjustments to reconcile operating income to net		-				
cash provided (used) by operating activities:						
Depreciation expense		236,770		358,055		594,825
Changes in assets and liabilities:						
Receivables, net		(21,005)		(66,231)		(87,236)
Accounts and other payables	_	1,471	_	254	-	1,725
Net Cash Provided (Used) by Operating Activites	\$_	1,408,743	\$_	1,399,653	\$_	2,808,396

CITY OF KETCHUM, IDAHO Notes to the Financial Statements September 30, 2023

NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

The City of Ketchum, Idaho became an incorporated city under the laws of the State of Idaho on October 16, 1961. The accounting policies of the City of Ketchum, Idaho conform to generally accepted accounting principles as applicable to governmental units. The financial statements of the City of Ketchum, Idaho have been prepared in conformity with the generally accepted accounting principles (GAAP) as applied to governmental units. The Governmental Accounting Standards Board (GASB) is the accepted standard-setting body for establishing governmental accounting and financial reporting principles. The City also applies Financial Accounting Standards Board (FASB) statements and interpretations issued on or before November 30, 1989, to its governmental and business-type activities (enterprise funds) provided they do not conflict with or contradict GASB pronouncements. The following is a summary of the more significant policies:

(A) Basis of Presentation – Basis of Accounting

Basis of Presentation:

For this reporting period, the City has conformed its financial statement model to *Governmental Auditing Standards Board (GASB) Statement No. 34*. This model presents the financial statements as follows:

Government-wide Statements: The statement of net assets and the statement of activities display information about the primary government (the City). These statements distinguish between the *governmental* and *business-type activities* of the City. Governmental activities generally are financed through taxes, intergovernmental revenues, and other nonexchange transactions. Business-type activities are financed in whole or in part by fees charged to external parties.

The statement of activities presents a comparison between direct expenses and program revenues for the different business-type activities of the City and for each function of the City's governmental activities. Direct expenses are those that are specifically associated with a program or function and, therefore, are clearly identifiable to a particular function. Indirect expense allocations that have been made in the funds have been reversed for the statement of activities. Program revenues include (a) fees, fines, and charges paid by the recipients of goods or services offered by the programs and (b) grants and contributions that are restricted to meeting the operational or capital requirements of a particular program. Revenues that are not classified as program revenues, including all taxes, are presented as general revenues.

Fund Financial Statements: The fund financial statements provide information about the City's funds. Separate statements for each fund category—*governmental* and *proprietary*—are presented. The emphasis of fund financial statements is on major governmental and enterprise funds, each displayed in a separate column.

Proprietary fund operating revenues, such as charges for services, result from exchange transactions associated with the principal activity of the fund. Exchange transactions are those in which each party receives and gives up essentially equal values. Nonoperating revenues, such as subsidies and investment earnings, result from nonexchange transactions or ancillary activities.

CITY OF KETCHUM, IDAHO Notes to the Financial Statements September 30, 2023

-Continued

The City reports the following governmental funds: *General Fund.* This is the City's operating fund. It accounts for all financial resources of the general government, except those required to be accounted for in another fund.

The City reports the following enterprise funds:

Water and Wastewater Fund. This fund accounts for the operation, maintenance, and development of the City's water and waste-water facilities.

Discretely Presented Component Unit

The Component unit column in the financial statements includes the financial data of the City's only discretely presented component unit, the Ketchum Urban Renewal Agency. It is reported in a separate column to emphasize that it is separate from the City's operations. Complete financial statements of the Ketchum Urban Renewal Agency can be requested.

Measurement Focus, Basis of Accounting

Government-wide and Proprietary Fund Financial Statements. The government-wide and proprietary fund financial statements are reported using the economic resources measurement focus and the accrual basis of accounting. Revenues are recorded when earned and expenses are recorded at the time liabilities are incurred, regardless of when the related cash flows take place. Nonexchange transactions, in which the City gives (or receives) value without directly receiving (or giving) equal value in exchange, include property taxes, grants, entitlements, and donations. On an accrual basis, revenue from property taxes is recognized in the fiscal year for which the taxes are levied. Revenue from grants, entitlements, and donations is recognized in the fiscal year in which all eligibility requirements have been satisfied.

Governmental Fund Financial Statements. Governmental funds are reported using the current financial resources measurement focus and the modified accrual basis of accounting. Under this method, revenues are recognized when measurable and available. The City considers all revenues reported in the governmental funds to be available if the revenues are collected within sixty days after year-end. Property taxes, sales taxes, franchise taxes, licenses, and interest are considered to be susceptible to accrual. Expenditures are recorded when the related fund liability is incurred, except for principal and interest on general long-term debt, claims and judgments, and compensated absences, which are recognized as expenditures to the extent they have matured. General capital asset acquisitions are reported as expenditures in governmental funds. Proceeds of general long-term debt and acquisitions under capital leases are reported as other financing sources.

Budgets and Budgetary Accounting. The City adheres to City budget requirements in Title 50, Chapter 10 of the Idaho Code. The provisions of this chapter include the following procedures to establish budgetary data which is reflected in these financial statements:

- A. Prior to certifying the tax levy to the County Commissioners, and prior to passing the annual appropriation ordinance, a public meeting shall be held to adopt a budget by a favorable vote of a majority of the members of the council.
- B. Budgets for all funds are adopted on a basis consistent with generally accepted accounting principles. Uncommitted appropriations lapse at year end.
- C. There are no provisions in Title 50, Chapter 10 for budget augmentations.

CITY OF KETCHUM, IDAHO Notes to the Financial Statements September 30, 2023

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Entity Classifications.

- A. City-Wide Financial Statements The City reports net position in three categories invested in capital assets, restricted and unrestricted.
- B. Fund Financial Statements The City has adopted GASB Statement No. 54 "Fund Balance Reporting and Governmental Fund Type Definitions" (GASB 54) which defines how fund balances of the governmental funds are presented in the financial statements. There are five classifications of fund balances as presented below:

<u>Non-spendable</u> – These funds are not available for expenditures based on legal or contractual requirements. In this category, one would see inventory, long-term receivables, unless proceeds are restricted, committed, or assigned and legally or contractually required to be maintained intact (corpus or a permanent fund).

<u>Restricted</u> – These funds are governed by externally enforceable restrictions. In this category, one would see restricted purpose grant funds, debt service or capital projects.

<u>Committed</u> – Fund balances in this category are limited by the governments' highest level of decision making. Any changes of designation must be done in the same manner that it was implemented and should occur prior to end of the fiscal year, though the exact amount may be determined subsequently.

<u>Assigned</u> – These funds are intended to be used for specific purposes, intent is expressed by governing body or an official delegated by the governing body.

<u>Unassigned</u> – This classification is the default for all funds that do not fit into the other categories. This, however, should not be a negative number for the general fund. If it is, the assigned fund balance must be adjusted.

Order of Use of Fund Balance – The City's policy is to apply expenditures against nonspendable fund balance, restricted fund balance, committed fund balance, assigned fund balance and unassigned fund balance at the end of the fiscal year. For all funds, nonspendable fund balances are determined first and then restricted fund balances for specific purposes are determined.

Allocation of Indirect Expenses. The City allocates indirect expense, primarily comprised of central governmental services, to operating functions and programs benefiting from those services. Central services include overall City management, centralized budgetary formulation and oversight, accounting, financial reporting, payroll, procurement contracting and oversight, investing and cash management, personnel services, and other central administrative services. Allocations are charged to programs based on use of central services determined by various allocation methodologies. As a matter of policy, certain functions that use significant central services are not charged for the use of these services. These functions or programs include police, fire, and certain divisions with public services and parks.

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(B) Assets, Liabilities, and Equity

Deposits and Investments

The cash balances of substantially all funds are pooled and invested by the State of Idaho Treasurer's Office for the purpose of increasing earnings through investment activities. The pool's investments are reported at fair value at September 30 of each year based on market prices. The individual funds' portions of the pool's fair value are presented as "Cash and Deposits". Earnings on the pooled funds are apportioned and paid or credited to the funds monthly based on the average daily balance of each participating fund.

Cash and Deposits

The City considers cash and deposits in proprietary funds to be cash on hand. In addition, because the State Treasury Pool is sufficiently liquid to permit withdrawal of cash at any time without prior notice or penalty, equity in the pool is also deemed to be a deposit.

Receivables and Payable

All trade and property tax receivables are shown net of an allowance for uncollectibles.

Property Tax Calendar

Property taxes are levied each November based on the assessed value of property as listed on the previous September tax rolls. Assessed values are an approximation of market value. The Blaine County Assessor establishes assessed values. Property tax payments are due in one-half installments in December and June. Property taxes become a lien on the property when it is levied.

Deferred Outflows/Inflows of Resources

In 2007, the Governmental Accounting Standards Board (GASB) released Concepts Statement No. 4 *Elements of Financial Statements* which provides a framework for determining the nature of financial accounting or reporting issues. Since the release of the framework, GASB has been looking at the assets and liabilities on the balance sheet to determine if they should continue to be reflected as such. GASB has concluded that, in order to improve financial reporting, there are assets and liabilities that no longer should be reflected as assets and liabilities. These changes are included in the recently issued GASB Statement No. 65, *Items Previously Reported as Asset and Liabilities.*

These changes include two new items that are reflected on the Statement of Net Position.

- <u>Deferred outflow of resources</u> the current *consumption* of net assets that is applicable to a *future* reporting period.
- <u>Deferred inflows of resources</u> the current *acquisition* of net assets that is applicable to a *future* reporting period.

The City's financial statements may report a separate section for deferred inflows of resources which reflects an increase in resources that applies to a future period.

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Capital Assets

Purchased or constructed capital assets used in operations with an initial useful life that extends beyond one year are capitalized. Infrastructure assets such as roads and bridges are also capitalized. They are reported net of accumulated depreciation on the Statement of Net Assets. The City capitalizes assets in excess of \$5,000.

Under the requirements of *GASB Statement No. 34*, the City is considered a Phase 3 government, as its total annual revenues are less than \$10 million. Such governments are not required to report major general infrastructure assets retroactively. Accordingly, the City has determined not to retroactively report this type of capital asset.

Capital assets are recorded at their historical cost and are depreciated using the straight-line method of depreciation over the following estimated useful lives:

Asset Class	<u>Estimated</u> <u>Useful Lives</u>
Infrastructure	30
Buildings	50
Building Improvements	20
Vehicles	5-15
Office and Other Equipment	3-15
Computer Equipment	3-15

Compensated Absences

The liability for compensated absences reported in the government-wide and proprietary fund statements consists of unpaid, accumulated annual vacation and sick leave balances. The liability has been calculated using the vesting method, in which leave amounts for both employees who currently are eligible to receive termination payments and other employees who are expected to become eligible in the future to receive such payments upon termination are included.

Pensions

For purposes of measuring the net pension liability and pension expense, information about the fiduciary net position of the Public Employee Retirement System of Idaho Base Plan (Base Plan) and additions to/deductions from Base Plan's fiduciary net position have been determined on the same basis as they are reported by the Base Plan. For this purpose, benefit payments (including refunds of employee contributions) are recognized when due and payable in accordance with the benefit terms. Investments are reported at fair value.

NOTE 2 – CASH AND DEPOSITS

Deposits: Custodial credit risk, in the case of deposits, is the risk that in the event of a bank failure, the government's deposits may not be returned to it. The City has no deposit policy for custodial credit risk. At year end, \$ 2,339,067 of the City's bank balances were exposed to custodial credit risk because of the \$250,000 limit insured by the FDIC.

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Investments: Custodial credit risk, in the case of investments, is the risk that in the event of the failure of the counterparty, the government will not be able to recover the value of its investments or collateral securities that are in the possession of an outside party. At year end, the City held the following investments:

Investment Type

Idaho State Local Government Investment Pool \$ 29,045,477.

These investments are unrated external investment pools sponsored by the Idaho State Treasurer's Office. They are classified as "Investments in an External Investment Pool" and are exempt from custodial credit risk and concentration of credit risk reporting. Interest rate risk is summarized as follows: Asset-backed securities are reported using weighted average life to more accurately reflect the projected term of the security, considering interest rates and repayment factors.

The elected Idaho State Treasurer, following Idaho Code, Section 67-2328, is authorized to sponsor an investment pool in which the City voluntarily participates. The Pool is not registered with the Securities and Exchange Commission or any other regulatory body - oversight is with the State Treasurer, and Idaho Code defines allowable investments. All investments are entirely insured or collateralized with securities held by the Pool or by its agent in the Pool's name. And the fair value of the City's position in the external investment pool is the same as the value of the pool shares.

Credit Risk: The City's policy is to comply with Idaho State statutes which authorize the City to invest in obligations of the United States, obligations of the State or any taxing district in the State, obligations issued by the Farm Credit System, obligations of public corporations of the State of Idaho, repurchase agreements, tax anticipation notes of the State or taxing district in the State, time deposits, savings deposits, revenue bonds of institutions of higher education, and the State Treasurer's Pool.

Interest rate risk and concentration of credit risk: The City has no policy regarding these two investment risk categories.

The City maintains a cash and investment pool that is available for use by all funds. Each fund type's portion of this pool is presented on the combined balance sheet as "Cash and Deposits".

Cash and Deposits are comprised of the following at the financial statement date:

Cash on Hand	\$	324
Deposits with financial institutions:		
Demand deposits State of Idaho Investment Pool		154,222 045 <u>,477</u>
Total	\$ 30,1	200,023

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NOTE 3 - CAPITAL ASSETS

Capital asset activity for the current year ended was as follows:

	Beginning Balances	 Increases	Decreases		Ending Balances
Governmental Activities:					
Capital Assets not being depreciated:					
Land	\$ 8,809,038	\$	\$	\$	8,809,038
Construction in Progress	551,551	 768,449			1,320,000
Total	9,360,589	 768,449	0		10,129,038
Capital Assets being depreciated:					
Buildings & Improvements	22,660,673				22,660,673
Infrastructure	5,043,825	1,555,213			6,599,038
Vehicles and Equipment	9,116,157	 1,070,983			10,187,140
Total	36,820,655	2,626,196	0		39,446,851
Less: Accumulated Depreciation:	11,656,812	 956,830			12,613,642
Total Net Depreciated Assets	25,163,843	 1,669,366	0		26,833,209
Governmental capital assets, net	\$ 34,524,432	\$ 2,437,815	\$ 0	\$	36,962,247
Business-type activities:					
Capital Assets not being depreciated:					
Land	\$ 15,380	\$	\$	\$	15,380
Construction in Progress	535,085				535,085
Total	550,465	0	0	,	550,465
Capital Assets being depreciated:					
Buildings & Improvements	26,385,039	317,376			26,702,415
Vehicles and Equipment	1,440,131	 691,420			2,131,551
Total	27,825,170	1,008,796	0		28,833,966
Less: Accumulated Depreciation	15,576,091	594,825			16,170,916
Total Net Depreciated Assets	12,249,079	 413,971	0		12,663,050
Business-type capital assets, net	\$ 12,799,544	\$ 413,971	\$ 0	\$	13,21 <u>3,</u> 515

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NOTE 4 - BONDS PAYABLE

In November of 2014 the City sold \$ 1,950,000 of Sewer Revenue Refunding Bonds, Series 2014. The proceeds from this bond issue retired the City's 2004 and 2006 bond series. This bond issue is to be retired by user fees generated by the City's enterprise fund. As of the balance sheet date, this bond has been paid in full.

In 2006 outstanding bonds from the City's series 1998 issue were defeased by placing proceeds of a new bond issue, Water Revenue Refunding Bonds Series 2006B for \$ 3,030,000, in an irrevocable trust to provide for all future debt payments on the old bonds. These bonds were retired by the City's Water Revenue Refunding Bonds Series 2016.

In September of 2016 the City sold \$ 1,697,000 of Water Revenue Refunding Bonds, Series 2016. The proceeds from this bond issue retired the City's 2006B bond series. This bond issue is to be retired by user fees generated by the City's enterprise fund.

In May of 2006, the City sold \$ 2,780,000 of Water Revenue Bonds, Series 2006A. The proceeds of this issue were used to make improvements to the City's water system. These bonds were retired by the City's Water Revenue Refunding Bonds Series 2015.

In September of 2015 the City sold \$ 2,310,000 of Water Revenue Refunding Bonds, Series 2015. The proceeds from this bond issue retired the City's 2006A bond series. This bond issue is to be retired by user fees generated by the City's enterprise fund.

In March of 2020, the City sold \$10,870,000 of General Obligation Bonds, Series 2020. These bonds were sold at a premium of \$630,000, providing the City with \$11,500,000 in cash to construct a new fire facility. Construction began in the FY 2020 period and was completed in FY 2021.

In April of 2023 the City sold \$ 6,290,000 of Wastewater Revenue Bonds, Series 2023. The proceeds of this issue were used to make improvements to the City's wastewater system. This bond issue is to be retired by user fees generated by the City's enterprise fund.

The following is a list of the interest and principal payments through the end of the bond issues:

Bonds Payable - Continued

Wastewater Revenue Bond Series 2023							
<u>FY</u>		_	Interest	_	Principal		
2024		\$	309,900	\$	190,000		
2025			300,400		200,000		
2026			290,400		210,000		
2027			279,900		220,000		
2028			268,900		230,000		
2029-2033			1,158,750		1,345,000		
2034-2038			788,000		1,715,000		
2039-2043			318,850	_	2,180,000		
	Totals	\$_	3,715,100	\$_	6,290,000		

		<u> </u>	Water Refunding Bonds 2015			Water Revenue Bonds 2016			
<u>FY</u>		_	Interest		Principal		Interest		Principal
2024		\$	105,500	\$	30,000	\$	11,537	\$	162,000
2025			104,000		35,000		8,717		162,000
2026			102,250		35,000		5,899		166,000
2027			100,500		30,000		3,010		173,000
2028			99,000		255,000				
2029-2033			289,500		1,490,000				
2034		_	11,750		235,000		-		
	Totals	\$_	812,500	\$	2,110,000	\$	29,163	\$	663,000
		-							
		<u>G</u>	eneral Oblig	atio	n Bonds Series	2020			
	FY				Interest		Principal		
	2024			\$	275,769	\$	335,000		
	2025				259,019		355,000		
	2026				241,269		370,000		
	2027				222,769		390,000		
	2028				203,269		410,000		
	2029-2033				773,045		2,290,000		
	2034-2038				520,845		2,540,000		
	2039-2043				252,059		2,810,000		
	2044				13,500		600,000		
			Totals	\$	2,761,544	\$	10,100,000		
				2					

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NOTE 5 - CAPITAL LEASES

The City has entered into a municipal lease agreement for the purchase of a 2020 Hughes Aerial Fire Ladder Trust to be used by the General Fund of the City. The obligation is recorded in the respective fund. Annual lease payments are paid on July 1 of each year. Unless sooner terminated as set forth in the lease, ownership will transfer to the City upon expiration of the lease. Depreciation expense has been computed on assets acquired under municipal lease agreements.

Detail of the Capital Leases follows:

	Balance Financed		2024	2025		2026	2027-34	Total
Governmental Activities 2019 Hughes Aerial Fire Ladder Truck					-			
Zions Bancorporaton	\$ 546,665	\$	43,123	\$ 44,330	\$	45,572	413,640	\$ 546,665
Computed Interest 2.8%			15,307	14,099	-	12,858	53,797	96,061
	546,665		58,430	58,429		58,430	467,437	642,726
2023 Enforcer Pumper Fire Truck								
PNC Equipment Finance	612,643		111,272	116,636		122,258	262,477	612,643
Computed Interest 4.82%			29,529	24,166		18,544	19,126	91,365
	612,643		140,801	140,802		140,802	281,603	704,008
Total Capital Leases	\$ 1,159,308	\$_	199,231	\$ 199,231	\$	199,232	749,040	\$ 1,346,734

NOTE 6 - MISCELLANEOUS REVENUES, GOVERNMENTAL FUND TYPES

The miscellaneous revenues section of the combined statement of revenues and expenditures includes the following amounts:

	Total <u>Governmental</u>
Rents Sale of Unusable Equipment Miscellaneous	\$ 93,807 0 <u>150</u>
Total	<u>\$ 93,957</u>

NOTE 7 - LITIGATION

The City, at the financial statement date, is not involved in any material disputes as either plaintiff or defendant.

NOTE 8 – RESTRICTED NET ASSETS

The ordinance authorizing the Enterprise Fund revenue bonds requires that the City establish certain restricted cash accounts to be used in the retirement of the bonds and improvements to the waste-water systems. In addition, certain cash amounts are restricted for use in law enforcement, zoning ordinance enforcement, and for other restrictions imposed by the City Council in the general fund, and for debt retirement in the long-term debt group of accounts. The City's policy is to first apply unrestricted resources when an expense is incurred for purposes for which both restricted and unrestricted net assets are available. These restricted amounts are as follows:

	General Fund	_Er	terprise Fund
Various Trust Cash and Fire GO Bond	\$ 1,223,817		
Wastewater Bonds Debt Reserve Cash		\$	7,000,000
Totals	\$ 1,223,817	\$	7,000,000

NOTE 9 - RISK MANAGEMENT

A City is exposed to various risks of loss related to torts; theft of, damage to, and destruction of assets; errors and omissions; injuries to employees; and natural disasters. During the fiscal year, the City is contracted with Idaho County Risk Management Program (ICRMP) for property, crime and fleet insurance and the State Insurance Fund for workman's compensation. Under the terms of the ICRMP policy, the City of Ketchum's liability is limited to the amount of annual financial membership contributions, including a per occurrence deductible. There has been no significant reduction in insurance coverage in the current year. Settlement amounts have not exceeded insurance coverage for the current years.

NOTE 10 - KETCHUM URBAN RENEWAL AGENCY

The component unit column in the combined financial statements includes the financial data of the Ketchum Urban Renewal Agency, the City's only discreetly presented component unit. It is reported in a separate column to emphasize that it is legally separate from the City in accordance with State Urban Renewal law. The Agency has authority to construct public improvements including the acquisition of public right-of-way within the blighted area legally designated as the redevelopment district. The City appoints the governing board of the Agency. The Agency derives its funding from tax increment financing. Complete financial statements for the current year are available from the Agency.

The City advanced \$1,495,830 of cash held for affordable housing construction to the Agency to begin their operations. The Agency has determined to pay this amount back to the City over the next several years as funds become available. These amounts are not accrued in the City's records but will be recognized as revenue when received in the "In-Lieu Housing Fund". The balance remaining unpaid at the date of these financial statements is \$ 195,514.

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NOTE 11 - EMPLOYEE RETIREMENT PLAN

Plan Description

The City of Ketchum contributes to the Base Plan which is a cost-sharing multiple-employer defined benefit pension plan administered by Public Employee Retirement System of Idaho (PERSI or System) that covers substantially all employees of the State of Idaho, its agencies, and various participating political subdivisions. The cost to administer the plan is financed through the contributions and investment earnings of the plan. PERSI issues a publicly available financial report that includes financial statements and the required supplementary information for PERSI. That report may be obtained on the PERSI website at <u>www.persi.idaho.gov</u>.

Responsibility for administration of the Base Plan is assigned to the Board comprised of five members appointed by the Governor and confirmed by the Idaho Senate. State law requires that two members of the Board be active Base Plan members with at least ten years of service and three members who are Idaho citizens not members of the Base Plan except by reason of having served on the Board.

Pension Benefits

The Base Plan provides retirement, disability, death and survivor benefits of eligible members or beneficiaries. Benefits are based on members' years of service, age and highest average salary. Members become fully vested in their retirement benefits with five years of credited services (5 months for elected or appointed officials). Members are eligible for retirement benefits upon attainment of the ages specified for their employment classification. The annual service retirement allowance for each month of credited service is 2.0% (2.3% for police/firefighters) of the average monthly salary for the highest consecutive 42 months.

The benefit payments for the Base Plan are calculated using a benefit formula adopted by the Idaho Legislature. The Base Plan is required to provide a 1% minimum cost of living increase per year provided the Consumer Price Index increases 1% or more. The PERSI Board has the authority to provide higher cost of living increases to a maximum of the Consumer Price Index movement or 6%, whichever is less; however, any amount above the 1% minimum is subject to review by the Idaho Legislature.

Member and Employer Contributions

Member and employer contributions paid to the Base Plan are set by statute and are established as a percent of covered compensation. Contribution rates are determined by the PERSI Board within limitations, as defined by state law. The Board may make periodic changes to employer and employee contribution rates (expressed as percentages of annual covered payroll) that are adequate to accumulate sufficient assets to pay benefits when due.

The contribution rates for employees are set by statute at 60% of employer rate for general employees and 74% for police and firefighters. As of June 30, 2023, it was 7.16% for general employees and 9.13% for police and firefighters. The employer contribution rate, as s percent of covered payroll, is set by the Retirement Board and was 11.94% for general employees and 12.28% for police and firefighters. The City's contributions were \$459,020 for the year ended September 30, 2023.

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Pension Liabilities, Pension Expense (Revenue), and Deferred Outflows of Resources and Deferred Inflows of Resources Related to Pensions.

At September 30, 2023, the City reported a liability for its proportionate share of the net pension liability. The net pension liability was measured as of June 30, 2023, and the total pension liability used to calculate the net pension liability was determined by an actuarial valuation as of that date. The City's proportion of the net pension liability was based on the City's share of contributions in the Base Plan pension plan relative to the total contributions of all participating PERSI Base Plan employers. At June 30, 2023, the City's proportion was 0.08714808 percent.

For the year ended September 30, 2023, the City recognized pension expense (revenue) of \$650,111. At September 30, 2023, the City reported deferred outflows of resources and deferred inflows of resources related to pensions from the following sources:

	Deferred Outflows of Resources	Deferred Inflows of Resources
Differences between expected and actual experience	\$ 326,442	\$ 0
Changes in assumptions or other inputs	\$ 344,375	
Net difference between projected and actual earnings on pension plan investments	\$ 596,120	
Changes in the employer's proportion and differences between the employer's contributions and the employer's proportionate contributions	\$_(114,755)	
City's contributions subsequent to the measurement date	\$ 114,755	
Total	\$ 1,266,937	\$ 0

\$ 114,755 reported as deferred outflows of resources related to pensions resulting from Employer contributions subsequent to the measurement date will be recognized as a reduction of the net pension liability in the year ending September 30, 2024.

The average of the expected remaining service lives of all employees that are provided with pensions through the System (active and inactive employees) determined at July 1, 2023, the beginning of the measurement period ended June 30, 2022, is 4.6 and 4.4 for the measurement period June 30, 2023.

Other amounts reported as deferred outflows of resources and deferred inflows of resources related to pensions will be recognized in pension expense (revenue) as follows:

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Year ended September 30, 2023:

2024	\$ 450,550
2025	\$ 211,725
2026	\$ 658,647
2027	\$(53,986)

Actuarial Assumptions

Valuations are based on actuarial assumptions, the benefit formulas, and employee groups. Level percentages of payroll normal costs are determined using the Entry Age Normal Cost Method. Under the Entry Age Normal Cost Method, the actuarial present value of the projected benefits of each individual included in the actuarial valuation is allocated as a level percentage of each year's earnings of the individual between entry age and assumed exit age. The Base Plan amortizes any unfunded actuarial accrued liability based on a level percentage of payroll. The maximum amortization period for the Base Plan permitted under Section 59-1322, <u>Idaho Code</u>, is 25 years.

The total pension liability in the June 30, 2023, actuarial valuation was determined using the following actuarial assumptions, applied to all periods included in the measurement:

Inflation	2.30%
Salary increases	3.05%
Salary inflation	3.05%
Investment rate of return	6.35%, net of investment expenses
Cost-of-living adjustments	1%

Contributing Members, Service Retirement Members, and Beneficiaries

General Employees and All Beneficiaries - Males Pub-2010 General Tables, increased 11% General Employees and All Beneficiaries - Females Pub-2010 General Tables, increased 21% Fire & Police - Males Pub-2010 Safety Tables, increased 21% Fire & Police - Females Pub-2010 Safety Tables, increased 26% Disabled Members - Males Pub-2010 Disabled Tables, increased 38% Disabled Members - Females Pub-2010 Disabled Tables, increased 36%

An experience study was performed for the period July 1, 2015, through June 30, 2020, which reviewed all economic and demographic assumptions including mortality. The Total Pension Liability as of June 30, 2023, is based on the results of an actuarial valuation date of July 1, 2023.

The long-term expected rate of return on pension plan investments was determined using the building block approach and a forward-looking model in which best estimate ranges of expected future real rates of return (expected returns, net of pension plan investment expense and inflation) are developed for each major asset class. These ranges are combined to produce the long-term expected rate of return by weighing the expected future real rates of return by the target asset allocation percentage and by adding expected inflation.

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Even though history provides a valuable perspective for setting the investment return assumption, the System relies primarily on an approach which builds upon the latest capital market assumptions. Specifically, the System uses consultants, investment managers and trustees to develop capital market assumptions in analyzing the System's asset allocation. The assumptions and the System's formal policy for asset allocation are shown below. The formal asset allocation policy is somewhat more conservative than the current allocation of System's assets. The best-estimate range for the long-term expected rate of return is determined by adding expected inflation to expected long-term real returns and reflecting expected volatility and correlation. The capital market assumptions are as of 2023.

	2023	
	DB Plans	Sick Leave
Asset Class		
Fixed Income	30.00%	50.00%
US/Global Equity	55.00%	39.30%
International Equity	15.00%	10.70%
Cash	0.00%	0.00%

Discount Rate

The discount rate used to measure the total pension liability was 7.05%. The projection of cash flows used to determine the discount rate assumed that contributions from plan members will be made at the current contribution rate. Based on these assumptions, the pension plans' net position was projected to be available to make all projected future benefit payments of current plan members. Therefore, the long-term expected rate of return on pension plan investments was applied to all periods of projected benefit payments to determine the total pension liability. The long-term expected rate of return was determined net of pension plan investment expense but without reduction for pension plan administrative expense.

Sensitivity of the Employer's proportionate share of the net pension liability to changes in the discount rate.

The following presents the Employer's proportionate share of the net pension liability calculated using the discount rate of 6.35%, as well as what the Employer's proportionate share of the net pension liability would be if it were calculated using a discount rate that is 1-percentage-point lower (5.35%) or 1-percentage-point higher (7.35%) than the current rate:

	1% Decrease (5.35%)	Current Discount Rate (6.35%)	1% Increase (7.35%)
Employer's proportionate share of the net			\$
pension liability (asset)	<u>\$3,413,315</u>	\$ 3,477,793	3,482,271

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Pension plan fiduciary net position

Detailed information about the pension plan's fiduciary net position is available in the separately issued PERSI financial report.

PERSI issues a publicly available financial report that includes financial statements and the required supplementary information for PERSI. That report may be obtained on the PERSI website at www.persi.idaho.gov

Payables to the pension plan

At September 30, 2023, the City reported payables to the defined benefit pension plan of \$ 0 for legally required employer contributions and \$ 0 for legally required employee contributions which had been withheld from employee wages but not yet remitted to PERSI.

NOTE 12 - SUBSEQUENT EVENTS

Subsequent events were evaluated through the date of the auditor's report, which is the date the financial statements were available to be issued.

CITY OF KETCHUM, IDAHO Schedule of Revenues, Expenditures and Changes in Fund Balances Budget and Actual -- General Fund for the year ended September 30, 2023

	Origina Budge Amount	t Budget	Actual Amounts	Variance with Final Budget Positive (Negative)
REVENUE:				
Property taxes Local Option sales taxes	\$ 4,906,7	87 \$ 4,906,787	\$ 4,921,894	\$ 15,107
Franchises, licenses, permits	715,9	93 865,993	1,516,767	650,774
State of Idaho shared revenue	1,119,8	• •	1,106,880	(12,931)
State of Idaho liquor receipts	409,3		396,263	(13,052)
State highway user collections	200,5		246,068	45,500
Penalty and interest on property taxes	12,0	,	18,150	6,150
County court and parking fines	85,0		66,383	(18,617)
Fees, fines and charges for services	3,037,6	32 4,002,861	4,437,807	434,946
Grants and contributions			14,712	14,712
Earnings on investments	20,0	•	351,557	151,557
Miscellaneous	·	0	93,957	93,957
Total Revenue	10,507,1	0611,802,335	13,170,438	1,368,103
EXPENDITURES:				
General Government	5,185,7	73 5,594,813	5,363,064	231,749
Public Safety	4,685,9	, ,	4,846,988	85,208
Streets	2,062,8		2,064,661	261,877
Capital outlay	, ,	, , ···		
Parks and Recreation	552,4	63 552,463	534,865	17,598
Transportation		· · · · , · · · ·	,	
Affordable Housing				
Debt Service				
Total Expenditures	12,487,0	62 13,406,010	12,809,578	596,432
EXCESS REVENUE (EXPENDITURES)	(1,979,9	56) (1,603,675)	360,860	1,964,535
OTHER FINANCING SOURCES (USES):				
Operating transfers from other funds	1,900,00	00 1,900,000	1,900,000	0
Operating transfers (to) other funds	(10,00		(731,344)	(132)
· · · · · · · · · · · · · · · · · · ·				
NET CHANGE IN FUND BALANCES	(89,9	56) (434,887)	1,529,516	1,964,403
FUND BALANCE - BEGINNING	5,856,8	5,856,870	5,856,870	
FUND BALANCE - ENDING	5,766,9	14 \$ 5,421,983	\$7,386,386	

CITY OF KETCHUM, IDAHO Schedule of Revenues, Expenditures and Changes in Fund Balances Budget and Actual -- City Sales Tax Fund for the year ended September 30, 2023

	Original Budget Amounts	Final Budget Amounts	Actual Amounts	Variance with Final Budget Positive (Negative)
REVENUE:				
Property taxes Local Option sales taxes Franchises, licenses, permits State of Idaho shared revenue State of Idaho liquor receipts State highway user collections Penalty and interest on property taxes County court fines Fees, fines and charges for services Grants and contributions	\$ 4,700,000	\$ 5,687,284	\$ 7,193,293	\$ 1,506,009
Earnings on investments Miscellaneous	0	25,000	16,977	(8,023)
Total Revenue	4,700,000	5,712,284	7,210,270	1,497,986
EXPENDITURES:				
General Government Public Safety Streets Capital outlay Parks and Recreation	120,816 166,403	167,055 166,403	140,393 166,403	26,662 0
Transportation Affordable Housing Debt Service	2,527,000	4,344,517	4,344,518	(1)
Total Expenditures	2,814,219	4,677,975	4,651,314	26,661
EXCESS REVENUE (EXPENDITURES)	1,885,781	1,034,309	2,558,956	1,524,647
OTHER FINANCING SOURCES (USES):				
Operating transfers from other funds Operating transfers (to) other funds	(2,032,250)	(2,877,144)	(2,881,580)	0 (4,436)
NET CHANGE IN FUND BALANCES	(146,469)	(1,842,835)	(322,624)	1,520,211
FUND BALANCE - BEGINNING	1,753,304	1,753,304	1,753,304	
FUND BALANCE - ENDING	\$1,606,835	\$ <u>(89,531)</u>	\$	

CITY OF KETCHUM, IDAHO Schedule of Revenues, Expenditures and Changes in Fund Balances Budget and Actual -- In-Lieu Housing Fund for the year ended September 30, 2023

	-	Original Budget Amounts	Final Budget Amounts		Actual Amounts	Variance with Final Budget Positive (Negative)
REVENUE:						
Property taxes Local Option sales taxes Franchises, licenses, permits State of Idaho shared revenue State of Idaho liquor receipts State highway user collections Penalty and interest on property taxes County court fines	\$		\$	\$		\$
Fees, fines and charges for services Grants and contributions		300,000	300,000		425,792	(125,792)
Earnings on investments Miscellaneous	_	5,000	5,000		67,196	(62,196) 0
Total Revenue	-	305,000	305,000		492,988	(187,988)
EXPENDITURES:						
General Government Public Safety Streets Capital outlay Parks and Recreation			2,671,256		768,448	1,902,808
Transportation Affordable Housing Debt Service	_	305,000	305,000		0	305,000
Total Expenditures	_	305,000	2,976,256		768,448	2,207,808
EXCESS REVENUE (EXPENDITURES)		0	(2,671,256)		(275,460)	2,019,820
OTHER FINANCING SOURCES (USES):						
Operating transfers from other funds Operating transfers (to) other funds	_		·	-	201,061	
NET CHANGE IN FUND BALANCES		305,000	(2,366,256)		(74,399)	2,019,820
FUND BALANCE - BEGINNING	_	2,366,256	2,366,256		2,366,256	
FUND BALANCE - ENDING	\$_	2,671,256	\$ 0	\$	2,291,857	

CITY OF KETCHUM, IDAHO Schedule of Revenues, Expenditures and Changes in Fund Balances Budget and Actual -- General Capital Improvement Fund for the year ended September 30, 2023

	-	Original Budget Amounts	-	Final Budget Amounts		Actual Amounts	Variance with Final Budget Positive (Negative)
REVENUE:							
Property taxes Local Option sales taxes Franchises, licenses, permits State of Idaho shared revenue State of Idaho liquor receipts State highway user collections Penalty and interest on property taxes County court fines	\$		\$	331,000	\$	331,030	\$ 30
Fees, fines and charges for services				537,174		687,818	150,644
Grants, contributions, bond proceeds Earnings on investments Miscellaneous	_		-	102,000		136,192	34,192
Total Revenue	_	0	-	970,174	-	1,155,040	184,866
EXPENDITURES:							
General Government Public Safety Streets Capital outlay Parks and Recreation Transportation Affordable Housing Debt Service	_	2,818,096		2,818,096		2,383,304	434,792
Total Expenditures	-	2,818,096	-	2,818,096		2,383,304	434,792
EXCESS REVENUE (EXPENDITURES) OTHER FINANCING SOURCES (USES):		(2,818,096)		(1,847,922)		(1,228,264)	619,658
Operating transfers from other funds Operating transfers (to) other funds	-	1,131,128	-	900,493		900,493 (115,000)	
NET CHANGE IN FUND BALANCES		(1,686,968)		(947,429)		(442,771)	619,658
FUND BALANCE - BEGINNING	_	3,500,501		3,500,501		3,500,501	
FUND BALANCE - ENDING	\$_	1,813,533	\$	2,553,072	\$	3,057,730	

CITY OF KETCHUM, IDAHO PUBLIC EMPLOYEE PENSION INFORMATION For the year ended September 30, 2023

Required Supplementary Information

Schedule of Employer's Share of Net Pension Liability PERSI - Base Plan Last 10 - Fiscal Years*

	<u>2019</u>	<u>2018</u>	<u>2017</u>	<u>2016</u>	<u>2015</u>
Employer's portion of the net pension liability	.0865200%	.0799402%	.0866389%	.0857958%	.0889864%
Employer's proportionate share of the net pension liability	\$ 987,602 \$	1,179,132 \$	1,361,816 \$	1,739,214 \$	1,171,806
Employer's covered-employee payroll	\$ 3,625,685 \$	3,742,286 \$	3,585,052 \$	3,435,203 \$	2,691,486
Employer's proportional share of the net pension liability as a percentage of its covered-employee payroll Plan fiduciary net position as a percentage of the total	27.24%	31.51%	37.99%	50.63%	43.54%
pension liability	93.79%	91.69%	90.68%	87.26%	91.38%
		2023	2022	<u>2021</u>	<u>2020</u>
Employer's portion of the net pension liability		<u>2023</u> .08714808%	2022 .0790322%	2021 .0809575%	<u>2020</u> .0833870%
Employer's portion of the net pension liability Employer's proportionate share of the net pension liability (Net Asset)	\$				
Employer's proportionate share of the net pension liability (Net Asset) Employer's covered-employee payroll	\$ \$.08714808%	.0790322%	.0809575%	.0833870%
Employer's proportionate share of the net pension liability (Net Asset)	\$ \$.08714808% 3,477,793 \$.0790322% 3,112,888 \$.0809575% (63,939) \$.0833870% 1,936,356

* GASB Statement No. 68 required ten years of information to be presented in this table. However, until a full 10-year trend is compiled, the City will present information for those years for which information is available.

Data reported is measured as of June 30, 2023

Schedule of Employer's Contributions PERSI - Base Plan Last 10 - Fiscal Years*

	<u>2019</u>	<u>2018</u>	<u>2017</u>	<u>2016</u>	<u>2015</u>
Statutorily required contributions	\$ 441,262 \$	455,247 \$	445,468 \$	425,702 \$	393,730
Contributions in relation to the statutorily required contribution	\$ (441,262) \$	(455,247) \$	(445,468) \$	(425,702) \$	(393,730)
Contribution (deficiency) excess	\$ 0\$	0\$	0\$	0\$	0
Employer's covered-employee payroll	\$ 3,625,685 \$	3,742,286 \$	3,585,052 \$	3,435,203 \$	2,691,486
Contributions as a percentage of covered-employee payroll	12.17%	12.16%	12.43%	12.39%	12.03%
		<u>2023</u>	2022	<u>2021</u>	2020
Statutorily required contributions	\$	459,020 \$	420,730 \$	484,563 \$	465,534
Contributions in relation to the statutorily required contribution	\$	(459,020) \$	(420,730) \$	(484,563) \$	(465,534)
Contribution (deficiency) excess					
contribution (denciency) excess	\$	0\$	0\$	0\$	0
Employer's covered-employee payroll	\$ \$	0 \$ 3,845,561 \$	0 \$ 3,462,905 \$	0\$ 4,052,180\$	0 3,822,116

OTHER SUPPLEMENTARY INFORMATION

CITY OF KETCHUM, IDAHO Combining Balance Sheets Combining Other Governmental Funds at September 30, 2023

		Wagon Days Fund	General Obligation Bond Debt Fund	City/County Housing Fund	Police/Fire Trust Fund	Community Development Trust Fund	Park Trust Fund	Total Combined Other Governmental Funds
ASSETS:								
Cash and Cash Deposits Taxes Receivable Due From Other Governments	\$	12,972 \$	(1,884) :	\$ 304,596 \$	5 7,596	\$ 600,066	\$ 1,216,221 ; 	\$ 2,139,567 0 0
Total Assets	\$	12,972 \$	(1,884)	\$304,596_\$	7,596	\$ 600,066	\$ <u>1,216,221</u>	2,139,567
Accounts Payable Funds Held in Trust Due To Other Funds	\$	\$		\$ 43 \$		\$ 600,066	\$	\$ 43 600,066 0
Total Liabilities	-	0	0	43_	0	600,066	0	600,109
FUND BALANCE:								
Non-spendable Restricted Committed Assigned Unassigned	_	12,972	(1,884)	304,553	7,596		1,216,221	0 1,223,817 0 315,641 0
Total Fund Balance	-	12,972	(1,884)	304,553	7,596	0	1,216,221	1,539,458
Total Liabilities and Fund Balance	\$_	12,972 \$	(1,884)	\$304,596\$	7,596	\$ <u>600,066</u>	\$ <u>1,216,221</u>	2,139,567

CITY OF KETCHUM, IDAHO Statement of Revenues, Expenditures, and Changes in Fund Balances Combining Other Governmental Funds for the year ended September 30, 2023

	Wagon Days Fund		General Obligation Bond Debt Fund	He	/County ousing Fund		Police/Fire Trust Fund	1	Community Development Trust Fund	-	Park Trust Fund		Total Combined Other Governmental Funds
REVENUE:													
Property taxes Local Option sales taxes Franchises, licenses, permits State of Idaho shared revenue State of Idaho sales tax State of Idaho liquor receipts State highway user collections Penalty and interest on property taxes	\$	\$	609,746 \$ 2,134	5		\$		\$:	\$		\$	609,746 0 0 0 0 0 0 2,134
Proceeds from sale of assets			2,104										2,104
Fees and charges for services	15,878				82,167				749,254		35,057		882,356
Grants and contributions Earnings on investments Miscellaneous	10,569 238	-				_	263	_	101	-	116,471 39,339	_	127,040 39,941 0
Total Revenue	26,685		611,880		82,167	_	263		749,355	_	190,867	_	1,661,217
EXPENDITURES:													
General Government Public Safety Streets	163,817				137,308				749,355				1,050,480 0 0
Capital outlay Parks and Recreation Transportation				3	323,317						186,037 42,643		509,354 42,643 0
Affordable Housing Debt Service		_	611,769		452,303	-		_		-		_	452,303 611,769
Total Expenditures	163,817	-	611,769	{	912,928	_	0	_	749,355	_	228,680	_	2,666,549
EXCESS REVENUE (EXPENDITURES)	(137,132)		111	(8	330,761)		263		0		(37,813)		(1,005,332)
OTHER FINANCING SOURCES (USES):													
Operating transfers from other funds Operating transfers (to) other funds	132,250	_			584,120	_		_		_	10,000	_	726,370 0
NET CHANGE IN FUND BALANCES	(4,882)		111	(2	246,641)		263		0		(27,813)		(278,962)
FUND BALANCE - BEGINNING	17,854	_	(1,995)	£	551,194	_	7,333	_	0	_	1,244,034	_	1,818,420
FUND BALANCE - ENDING	\$ 12,972	\$ =	(1,884) \$		304,553	\$_	7,596	\$ _	0.5	\$_	<u>1,216,221</u>	\$_	1,539,458

General Obligation Bond:	Interest Rate	Fiscal Year		Principal Payment	· .	Interest Payment
\$11,500,000 General Obligation Bonds Series 2020						
	5.00%	2024	\$	335,000	\$	275,769
	5.00%	2025	•	355,000	•	259,019
	5.00%	2026		370,000		241,269
	5.00%	2027		390,000		222,769
	5.00%	2028		410,000		203,269
	5.00%	2029		430,000		182,769
	2.00%	2030		450,000		161,269
	2.00%	2031		460,000		152,269
	2.00%	2032		470,000		143,069
	2.00%	2033		480,000		133,669
	2.00%	2034		490,000		124,069
	2.00%	2035		495,000		114,269
	2.00%	2036		505,000		104,369
	2.00%	2037		520,000		94,269
	2.00%	2038		530,000		83,869
	2.00%	2039		540,000		73,269
	2.125%	2040		550,000		62,468
	2.150%	2041		560,000		50,780
	2.125%	2042		575,000		38,881
	2.250%	2043		585,000		26,661
	2.250%	2044	_	600,000		13,500

	Annual Payment									
Water Revenue Bond:	Interest Rate	Fiscal Year		Principal Payment		Interest Payment				
Water Refunding Bond 2016 \$ 1,697,000, September 8, 2016 1.74%										
	1.74% 1.74% 1.74% 1.74%	2024 2025 2026 2027	\$	162,000 162,000 166,000 173,000	\$	11,537 8,717 5,899 3,010				
			\$_	663,000	- \$_	29,163				

	Annual Payment											
Water Revenue Bond:	Interest Rate	Fiscal Year		Principal Payment	Interest Payment							
Water Revenue Refunding Bonds 2015 \$2,310,000, September 2, 2015 2.00% - 5.00%												
	5.00%	2024	\$	30,000	\$	105,500						
	5.00%	2025		35,000		104,000						
	5.00%	2026		35,000		102,250						
	5.00%	2027		30,000		100,500						
	5.00%	2028		255,000		99,000						
	5.00%	2029		270,000		86,250						
	5.00%	2030		285,000		72,750						
	5.00%	2031		295,000		58,500						
	5.00%	2032		310,000		43,750						
	5.00%	2033		330,000		28,250						
	5.00%	2034	-	235,000		11,750						
			\$_	2,110,000	\$_	812,500						

Fiscal Year 2024 2025 2026 2027 2028 2029 2030 2031 2032 2033	 \$	Principal Payment 190,000 200,000 210,000 220,000 230,000 245,000 255,000 270,000 280,000	\$	Interest Payment 309,900 300,400 290,400 279,900 268,900 257,400 245,150 232,400
2025 2026 2027 2028 2029 2030 2031 2032 2033	\$	200,000 210,000 220,000 230,000 245,000 255,000 270,000	\$	300,400 290,400 279,900 268,900 257,400 245,150 232,400
2025 2026 2027 2028 2029 2030 2031 2032 2033	\$	200,000 210,000 220,000 230,000 245,000 255,000 270,000	\$	300,400 290,400 279,900 268,900 257,400 245,150 232,400
2026 2027 2028 2029 2030 2031 2032 2033		210,000 220,000 230,000 245,000 255,000 270,000		290,400 279,900 268,900 257,400 245,150 232,400
2027 2028 2029 2030 2031 2032 2033		220,000 230,000 245,000 255,000 270,000		279,900 268,900 257,400 245,150 232,400
2028 2029 2030 2031 2032 2033		230,000 245,000 255,000 270,000		279,900 268,900 257,400 245,150 232,400
2029 2030 2031 2032 2033		245,000 255,000 270,000		257,400 245,150 232,400
2030 2031 2032 2033		255,000 270,000		245,150 232,400
2031 2032 2033		270,000		245,15 232,40
2032 2033		•		
2033		280.000		
				218,900
		295,000		204,90
2034		310,000		190,150
2035		325,000		174,650
2036		340,000		158,400
2037		360,000		141,400
2038		380,000		123,400
2039		395,000		104,400
2040		415,000		84,650
2041		435,000		63,900
2042		460,000		42,150
2043		475,000		23,750
	-	6 200 000	- ¢	3,715,100
	2040 2041 2042	2040 2041 2042 2043	2040415,0002041435,0002042460,000	2040 415,000 2041 435,000 2042 460,000 2043 475,000

WORKMAN & COMPANY

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INDEPENDENT AUDITOR'S REPORT ON INTERNAL CONTROL OVER FINANCIAL REPORTING AND ON COMPLIANCE AND OTHER MATTERS BASED ON AN AUDIT OF FINANCIAL STATEMENTS PERFORMED IN ACCORDANCE WITH GOVERNMENT AUDITING STANDARDS

November 14, 2023

To the City Council City of Ketchum, Idaho

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of the governmental activities, the business-type activities, the aggregate discretely presented component units, each major fund, and the aggregate remaining fund information of the City of Ketchum, Idaho, as of and for the year ended September 30, 2023, and the related notes to the financial statements, which collectively comprise the City of Ketchum, Idaho's basic financial statements, and have issued our report thereon dated November 14, 2023.

Internal Control over Financial Reporting

In planning and performing our audit of the financial statements, we considered the City of Ketchum, Idaho's internal control over financial reporting (internal control) to determine the audit procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the City of Ketchum, Idaho's internal control. Accordingly, we do not express an opinion on the effectiveness of the City of Ketchum, Idaho's internal control.

A deficiency in internal control exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or, significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

Compliance and Other Matters

As part of obtaining reasonable assurance about whether the City of Ketchum, Idaho's financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the determination of financial statement amounts. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

Report Continued—

Purpose of this Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

Workman & Company

WORKMAN AND COMPANY Certified Public Accountants Twin Falls, Idaho