



CITY OF KETCHUM, IDAHO

CITY COUNCIL

Monday, March 18, 2024, 4:00 PM
191 5th Street West, Ketchum, Idaho 83340

AMENDED AGENDA

PUBLIC PARTICIPATION INFORMATION

Public information on this meeting is posted outside City Hall.

We welcome you to watch Council Meetings via live stream.

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

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

- Join us via Zoom (*please mute your device until called upon*)

Join the Webinar: <https://ketchumidaho-org.zoom.us/j/86077422840>

Webinar ID: 860 7742 2840

- Address the Council in person at City Hall.
- Submit your comments in writing at participate@ketchumidaho.org (*by noon the day of the meeting*)

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

CALL TO ORDER: By Mayor Neil Bradshaw

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

COMMUNICATIONS FROM MAYOR AND COUNCILORS:

1. Public comments submitted
2. Update on request for roundabout at Highway 75 and Serenade Intersection - Mayor Neil Bradshaw

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.

3. Recommendation to approve minutes of March 4, 2024 – City Clerk Trent Donat
4. Recommendation to approve *Special Joint Meeting* of the Ketchum City Council and Planning & Zoning Commission of March 11, 2024 - City Clerk Trent Donat
5. Authorization and approval of the payroll register – Treasurer Shellie Gallagher
6. Authorization and approval of the disbursement of funds from the City's treasury for the payment of bills – Treasurer Shellie Gallagher

- [7.](#) Recommendation to approve Purchase Order 24068 for chip seal oil from Idaho Asphalt - Street Superintendent Ramsy Hoehn
- [8.](#) Recommendation to approve Purchase Order/Agreement 24070 with Idaho Traffic Safety for paint striping including crosswalks - Street Superintendent Ramsy Hoehn
- [9.](#) Recommendation to approve Task Order #5/Purchase Order 24071 with HDR Engineering for detailed design of Solids Dewatering Facilities - Wastewater Division Supervisor Mick Mummert
- [10.](#) Recommendation to approve Agreement/Purchase Order 24073 with Record Steel and Construction, Inc. (RCSI) for Aeration Upgrades Construction Services - Wastewater Division Supervisor Mick Mummert
- [11.](#) Recommendation to approve Task Order One Agreement/Purchase Order 24069 with Lunceford Excavation to complete the Main St. Water Line Relocation in preparation for the Main St. Rehabilitation Project - Senior Project Manager Ben Whipple
- [12.](#) Review and approve written Council Decision on Administrative Appeal P22-056B (Sawtooth Serenade) - Special Project City Attorney Abbey Germaine
- [13.](#) Recommendation to approve Memorandum of Understanding (MOU) 24-001 between the City of Ketchum and Wood River Farmers Market Association - Community Engagement Manager Daniel Hansen
- [14.](#) Recommendation to approve new contract with Molly Snee for design services, effective March 12, 2024 - August 21, 2024 - Community Engagement Manager Daniel Hansen

PUBLIC HEARING:

- [15.](#) Recommendation to hold a public hearing and approve the 219 & 221 E. Canyon Run Boulevard Lot Line Shift Application and Adopt the Findings of Fact, Conclusions of Law, and Decision - Senior Planner Abby Rivin

NEW BUSINESS:

- [16.](#) Recommendation to receive and file monthly Treasurer's financial report – Treasurer Shellie Gallagher and City Administrator Jade Riley
- [17.](#) Update on Capital Improvement Plan (CIP) - City Administrator Jade Riley

EXECUTIVE SESSION:

18. Pursuant to Idaho Code 74-206(1)(c) To acquire an interest in real property not owned by a public agency and/or 74-206(1)(f) To communicate with legal counsel for the public agency to discuss the legal ramifications of and legal options for pending litigation, or controversies not yet being litigated but imminently likely to be litigated.

ADJOURNMENT:

Participate

From: Amy Johnson <amycljohnson@gmail.com>
Sent: Wednesday, March 13, 2024 9:01 PM
To: Participate
Subject: New cardboard compactor in Ketchum

Categories: Daniel Pending

Hello, I appreciate the action and article in today paper about the cardboard recycling compactor in ketchum. We visited the compactor today.

Has anyone looked into the safety risks of this initiative and installation?

I understand that it will be a more efficient way of packing materials and garbage from cardboard boxes, however it seems to me there is a danger of possible inappropriate uses and personal or property injury? We couldn't help but wonder how or if an animal or a body part might be stuffed in that slot and compacted with end of life threatening impacts.

Yikes! Safety first! A non thinking teen could do irreparable damage. Ever think of that possibility?

Thank you.

Amy

Amy Johnson
650-207-6265

Participate

From: connie aronson <connieessentialcore@gmail.com>
Sent: Friday, March 15, 2024 1:44 PM
To: Participate
Subject: West Ketchum Stop sign

We live on Bird Drive. The bike path crossing on Wood River Drive, near Penny's currently has a "yield to pedestrian" sign.

However, most drivers, including work trucks, hardly slow down at the crossing. There needs to be a stop sign as it's very dangerous for dog walkers and young parents out walking with strollers. Currently there are 2 regular street stop signs on either side of the road for *pedestrians!*

West Ketchum has numerous dog owners, and the bike path is typically busy at all hours of the day. Most dogs are on leash, but many run and play with each other, and an excited dog running through the intersection at the wrong time can be deadly. It's also quite typical that drivers are on their phones which makes it even more precarious for us.

I hope the city will consider placing a stop sign on the bike path. There was one at one time.

Sincerely,
Connie Aronson

Connie Aronson

ACSM Certified Exercise Physiologist
Corrective Exercise Specialist (TBMM-CES)

ACE Gold Certified PT
IDEA Elite Personal Trainer
AIS Therapist TRX Trainer

Box 1274 Ketchum
Idaho 83340

www.conniearonson.com
www.facebook.com/essentialcore
Instagram@conniearon

Now on Amazon !! Essentail Core Poster-Connie Aronson

fitnessconnect@<https://www.ideafit.com/user/51593>

Participate

From: Neil Bradshaw
Sent: Saturday, March 16, 2024 1:33 PM
To: Pat Higgins
Cc: Participate; Jade Riley
Subject: Re: Comprehensive plan and Washington parking lot

Thanks for your email Pat

We take parking seriously and are always looking to improve our parking management.

The good news is that, with our wide avenues, we have some options in terms of parking distribution.

We have overnight winter parking in certain designated areas that has also proven to be well understood and well used.

We continue to analyze the data to see where we can address areas of parking congestion and will look to fine tune the management of these areas.

Key to successful parking management is getting all-day workers to park at the edge of the commercial core and not in the center of town. This means we have to improve our sidewalks to make it easier to walk an extra few blocks.

Public transportation is also important.

My point being is that there is no “silver bullet” but a multi-faceted approach will improve the situation.

Good data is also key and we continue to get new information of the “load factor” of each block.

Again, thanks for your email. I am happy to meet and discuss further.

Cheers

Neil

NEIL BRADSHAW | CITY OF KETCHUM

Mayor

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

o: 208.727.5087 | m: 208.721.2162

nbradshaw@ketchumidaho.org | www.ketchumidaho.org

On Mar 16, 2024, at 12:59 PM, Pat Higgins <pathiggins@cox.net> wrote:

Dear Mayor Bradshaw and City Council Members,

I have attended many city council meetings .The topics of affordable housing and parking have been on many agendas . My husband Alex was on the comprehensive meeting board in the '80's which helped to put into place the hillside ordinance. We have been reading your updates and attended the meeting on Thursday at Ketchum Hotel. Many people mentioned parking and wanted to know why it was not included in the Comprehensive Plan meeting? It should be!

Last week I drove around town looking at the big buildings that have private underground parking. These developers, even tho expensive have followed the rules of providing parking for their tenants and residents. I noticed that the city of Ketchum

doesn't necessarily follow these rules.

La Saison, Christiania Bldg, Limelight Hotel, Zynergy, 5th and Main, 83340 Bldg, 511 Bldg, 100 4th Street, Mind Bender, Wells Fargo Bank, Timbers, 1st and 1st, Residences at Evergreen, Christophe, West Ridge, Copper Ridge, Lost River/ Burger House building, Ketchum Works, Olympic Terrace, Appalation Hotel I am sure I missed a few ! The point is all of these buildings either have private underground parking or parking in their project for residents and tenants. Can you imagine if these projects didn't have underground parking ?

Past City Councils have always said it's it has been too expensive to dig underground, including this council, the price goes up each year.... It will never be any cheaper to dig underground than as it is at this moment. The city needs to provide at least as many public parking spaces that they are removing from Main Street and The Washington lot and any other public lots that will be turned into housing. The businesses in town will suffer if people can't park. They will have a harder time attracting employees, especially if they have to walk 6 blocks in the dark during winter months when icy. Ketchum is a tourist town and people bring their cars and want a reasonable place close to park.

I have read the February 2022 survey results on parking. The consensus of 386 residents and businesses who participated from this survey, is we need more parking. Whether you agree or not, cars are the major way of transportation to and from here. Otherwise, why is ITD investing Millions of dollars into improving the highway ? We all need a car to get to work, Post Office, Market, Church, Redfish, Copper Basin, Silver Creek, Twin Falls etc....tourist and residents ! We can't all ride the bus, and it's a false to believe this. During winter, the sidewalks especially at night if your going out to dinner can be treacherous if icy. It would be great to turn Ketchum into Zermatt and be a car free zone !

Mountain Rides Transportation stop before midnight and the bars close at 2:00, it sure would be nice for folks who shouldn't be on the road to have a place to park a car overnight if they are going to be out and don't want to risk drunk driving or having their vehicle towed.

We the taxpayers are funding the Bluebirds / workforce housing. You, as the Mayor and Council should represent all of us, even those over 65 ! Please figure out a way to increase public parking in this town, including more handicapped parking.

Sincerely,

Pat Higgins

By the way I did not include in my thoughts all the parking places that have been removed while big construction is going on, it really sucks!

Sent from my iPad

Participate

From: Pat Higgins <pathiggins@cox.net>
Sent: Monday, March 18, 2024 10:53 AM
To: Participate
Subject: Question / Comment for 2:00 KURA meeting March 18,2024

I read this comment posted by former council member Jim Slantez , in Feb 28, 2023 edition of The Mt Express in regards to the article about Washington St Parking and URA funding usage . Can you please explain and clarify if this is true ?

Weather or not you are for or against this project there are a few facts that should be made more transparent. First of all the URA is not permitted to directly fund a private developer. Therefore the 8 million can only be used for public infrastructure surrounding the project such as sidewalks and trees and public benches. Eight million for those entities is quite a stretch, which leads me to think that the greater part of the eight million would be going to financing the project in a manner which may be questionable under Idaho code.

The other fact that needs to be presented to the public is that the developer as a non profit will pay zero taxes on all residential units in this project. Hence, millions of dollars in future taxes will not be paid into public coffers over the lifetime of this project.

Without saying whether this project is good or bad for the community there should be transparency on the actual costs that taxpayers will be paying and future tax base that will be sacrificed. The URA needs to make these numbers available to the public and also be held accountable to local taxpayers who will not only pay into the eight million, but also carry the deficit of the residents in the building who are using public services while their rents are being subsidized by taxpayers at large since the owners of the building will not be paying taxes on the residential part of the building. On a more macro perspective the developers will likely be buying the debt tax free at 8% interest. This may not effect much locally but if you are a federal taxpayer it may raise some concerns.

On a more random conspiratorial note some of the same players that lent money to the early URA and then likely bought the bonds sold to pay off that debt, are some of the same people who are involved in this project.

Crawling down the rabbit hole slightly deeper, when the bond investors realized that they made a mistake in figuring out the sunset date of the Ketchum URA they somehow got Mark Eschman, by random chance the broker of the bonds, appointed chairman of the URA to possibly take care of the mistake and insure their investment. To err is human but to appoint the broker of the bond, chairman of the URA in order to clean up that error is questionably criminal.

As taxpayers, we need to make the true cost of the project transparent and to hold the URA accountable.

Pat Higgins
Sent from my iPad



CITY OF KETCHUM
MEETING MINUTES OF THE CITY COUNCIL
Monday, March 4, 2024

CALL TO ORDER: *(00:01:04 in video)*

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

ROLL CALL:

Mayor Neil Bradshaw
Spencer Cordovano
Tripp Hutchinson
Amanda Breen *(via teleconference)*
Courtney Hamilton

ALSO PRESENT:

Jade Riley—City Administrator
Trent Donat—City Clerk & Business Manager
Kelsie Choma—Business License and Tax Specialist
Shellie Gallagher—City Treasurer
Daniel Hansen—Community Engagement Manager
Lisa Enourato—Special Project Community Engagement
Morgan Landers—Planning and Building Director
Abbey Germaine—Acting as Special Legal Counsel, representing City Council
Matt Johnson—City Attorney representing Planning and Building
Jim Laski—Lawson Laski Clark

COMMUNICATIONS FROM MAYOR AND COUNCIL:

- Neil Bradshaw reminded the public of our winter parking guidelines and to sign up for text alerts.
(00:01:38 in video)

CONSENT AGENDA: *(00:02:14 in video)*

Spencer Cordovano recused himself from item #6.

Spencer Cordovano addressed consent agenda items #7, road closure for special events. *(00:02:58 in video)*

Daniel Hansen responded to questions Spencer posed. *(00:04:07 in video)*

Jade Riley joined the conversation. *(00:08:17 in video)*

Spencer Cordovano addressed concerns regarding consent agenda item #8, Main Street Construction access agreements. *(00:11:47 in video)*

Neil Bradshaw responded. *(00:13:31 in video)*

Jade Riley responded. *(00:14:32 in video)*

Lisa Enourato responded *(00:16:43 in video)*

Motion to approve consent agenda items #2, #3, #4, #5, #7, #8, #9 *(00:20:39 in video)*

MOVER: Courtney Hamilton

SECONDER: Spencer Cordovano

AYES: Amanda Breen, Tripp Hutchinson, Courtney Hamilton, Spencer Cordovano

RESULT: ADOPTED UNANIMOUS

Motion to approve consent agenda item #6. *(00:21:00 in video)*

MOVER: Courtney Hamilton

SECONDER: Tripp Hutchinson

AYES: Amanda Breen, Tripp Hutchinson, Courtney Hamilton

RECUSED: Spencer Cordovano

RESULT: ADOPTED

NEW BUSINESS:

10. Review and make a determination of Administrative Appeal P22-056B of the Planning and Zoning Commission and Planning Director's Determination.

Judicial process opened, and recusal of Spencer Cordovano by: Neil Bradshaw *(00:21:13 in video)*

Proceedings outlined by: Abbey Germaine *(00:23:00 in video)*

Appellants Case Presented by: Jim Laski *(00:26:51 in video)*

Advocate for the Planning and Zoning Commission's decision: Matt Johnson *(00:40:18 in video)*

Questions and comments by city council members to representing attorneys and planning director.
(00:48:44 in video)

Hearing portion of meeting closed by: Neil Bradshaw. *(01:12:06 in video)*

Rebuttal by: Jim Laski. *(01:12:27 in video)*

Deliberation by Council. *(01:17:40 in video)*

Abbey Germaine confirmed that a rational basis for decision reversal was presented. *(01:41:49 in video)*

Motion to reverse the decision of the Planning and Zoning Commission affirming the administration decision by the Planning and Building Department Director, related to this project with an added amendment to direct the special attorney acting for the city council to draft a decision and findings related to that decision.

(01:43:14 in video)

MOVER: Amanda Breen

SECONDER: Courtney Hamilton

AYES: Amanda Breen, Courtney Hamilton

NAYS: Tripp Hutchinson

RECUSED: Spencer Cordovano

RESULT: ADOPTED

11. Review and approval of Fiscal Year 2025 Budget development Calendar.

Presented by: Jade Riley *(01:43:51 in video)*

Comments and discussion by council which resulted in setting a date of June 18, 2024, for a strategic planning session, set a July 22, 2024, hearing and a first reading on August 5th, 2024. *(01:48:12 in video)*

EXECUTIVE SESSION:

12. Pursuant to Idaho Code 74-206(1)(c) To acquire an interest in real property not owned by a public agency. *(01:00:00 in video)*

Motion to move into Executive Session. *(01:52:41 in video)*

MOVER: Spencer Cordovano

SECONDER: Courtney Hamilton

AYES: Amanda Breen, Courtney Hamilton, Tripp Hutchinson, Spencer Cordovano

RESULT: ADOPTED UNANIMOUS

ADJOURNMENT:

Motion to adjourn. *(01:53:13 in video)*

MOVER: Spencer Cordovano

SECONDER: Tripp Hutchinson

AYES: Spencer Cordovano, Tripp Hutchinson, Amanda Breen, Courtney Hamilton

RESULT: UNANIMOUS

Neil Bradshaw, Mayor

ATTEST:

Trent Donat, City Clerk



CITY OF KETCHUM
SPECIAL JOINT MEETING MINUTES OF THE CITY COUNCIL
AND PLANNING AND ZONING COMMISSION
Monday, March 11, 2024

CALL TO ORDER: *(00:00:26 in video)*

Mayor Bradshaw called the special joint meeting of the Ketchum City Council and Planning and Zoning Commission to order at 4:00 p.m.

ROLL CALL CITY COUNSEL

Mayor Neil Bradshaw
Spencer Cordovano
Tripp Hutchinson
Amanda Breen
Courtney Hamilton

ROLL CALL P & Z

Susan Passovoy
Brenda Moczygemba
Matthe McGraw
Tim Carter
ABSENT: Neil Morrow

ALSO PRESENT:

Jade Riley—City Administrator
Trent Donat—City Clerk & Business Manager
Morgan Landers—Planning and Building Director
Abby Rivin—Senior Planner
Adam Crutcher—Associate Planner
Nathan Wiggins—ReconMR *(via teleconference)*
Darcie White—CLA and Associates *(via teleconference)*
Maggie Squyer—CLA and Associates *(via teleconference)*

COMMUNICATIONS FROM MAYOR AND COUNCIL:

None

NEW BUSINESS: *(00:01:22 in video)*

2. Discussion on community survey results related to the Comprehensive Plan update and proposed changes to the Plan's Core Community Values and overall organization.

Presented by: Abby Rivin

Staff Introduction: Project Overview

Presented by: Abby Rivin *(00:02:17 in video)*

Community Survey Results.

Presented by: Nathan Wiggins *(00:05:00 in video)*

Questions, comments, and discussion by city council members and commissioners. *(00:36:57 in video)*

Joined by Abby Rivin and Morgan Landers

Proposed Updates to Core Community Values

Presented by: Maggie Squyer *(00:49:45 in video)*

Questions, comments, and discussion by city council members and commissioners. *(00:57:41 in video)*

Joined by: Morgan Landers and Darcie White

Proposed Updates to Plan Organization

Presented by: Darcie White (01:21:52 in video)

Questions, comments, and discussion by city council members, and commissioners regarding which options to use as they organize plan updates. (01:32:39 in video)

Option A – Organized by Plan Element

Option B – Organized by Core Community Value

Neil Bradshaw asked council members and commissioners which option they preferred. (01:41:58 in video)

Next Steps

Presented by: Abby Rivin (01:45:29 in video)

ADJOURNMENT:

Motion to adjourn. (01:48:26 in video)

MOVER: Susan Passovoy

SECONDER: Amanda Breen

AYES: Tripp Hutchinson, Amanda Breen, Courtney Hamilton, Brenda Moczygemba, Tim Carter, Susan Passovoy
Matthew McGraw

NAYS: Spencer Cordovano

RESULT: ADJOURNED

Neil Bradshaw, Mayor

ATTEST:

Trent Donat, City Clerk

Brenda Moczygemba, P & Z Commissioner

Morgan Landers, Director of Planning & Building

Report Criteria:

Invoices with totals above \$0 included.

Paid and unpaid invoices included.

[Report].GL Account Number = "0110000000"- "9700000000", "9910000000"- "9911810000"

Invoice Detail.Voided = No,Yes

Vendor Name	Invoice Number	Description	Net Invoice Amount	Purchase Order Number	GL Activity Number
GENERAL FUND					
01-2175-8000 P/R DEDUC PBL--EMP CAF FSA-MD					
NBS-NATIONAL BENEFIT SERVI	CP373777	FSA CLAIMS PAID	543.42		0
Total :			543.42		
LEGISLATIVE & EXECUTIVE					
01-4110-2515 VISION REIMBURSEMENT ACCT(HRA)					
NBS-NATIONAL BENEFIT SERVI	988261	FSA & HRA ADMIN FEES FEBRUARY 2024	19.85		0
Total LEGISLATIVE & EXECUTIVE:			19.85		
ADMINISTRATIVE SERVICES					
01-4150-2505 HEALTH REIMBURSEMENT ACCT(HRA)					
NBS-NATIONAL BENEFIT SERVI	CP373777	HRA CLAIMS PAID	239.98		0
01-4150-2515 VISION REIMBURSEMENT ACCT(HRA)					
NBS-NATIONAL BENEFIT SERVI	988261	FSA & HRA ADMIN FEES FEBRUARY 2024	74.30		0
01-4150-3100 OFFICE SUPPLIES & POSTAGE					
BUSINESS AS USUAL INC.	165026	FILE FOLDERS	9.00		0
BUSINESS AS USUAL INC.	165128	AVERY 5144 LABELS	4.50		0
COPY & PRINT, L.L.C.	2719.0	GENERAL OFFICE SUPPLIES	629.21		0
GEM STATE PAPER & SUPPLY	1114472	HOT CUPS & TOWELS	148.79		0
PITNEY BOWES - RESERVE ACC	3318710278	CONTRACT 0040982200 SENDPRO C AUTO Q1 2024 LEASE BILLING	407.94		0
01-4150-4200 PROFESSIONAL SERVICES					
EXPRESS PUBLISHING, INC.	10002196 0131	ADMIN SPECIALIST AD - 12673217	134.56		0
EXPRESS PUBLISHING, INC.	10002196 0131	YOUTH REC ASSISTANT AD - 12673035	74.94		0
EXPRESS PUBLISHING, INC.	10002196 0131	ADMIN SPECIALIST AD - 12673217	245.12		0
EXPRESS PUBLISHING, INC.	10002196 0131	ADMIN SPECIALIST AD - 12673217	122.57		0

Vendor Name	Invoice Number	Description	Net Invoice Amount	Purchase Order Number	GL Activity Number
EXPRESS PUBLISHING, INC.	10002196 0131	YOUTH REC ASSISTANT AD - 12673035 x 3	188.82		0
KETCHUM COMPUTERS, INC.	20240	FEB 24 - ADMINISTRATION	8,248.50		0
NBS-NATIONAL BENEFIT SERVI	989397	CAFETERIA PLAN DEBIT CARD FEES FEBRUARY 2024	36.00		0
BACKGROUND INVESTATION B	INV-43389	PRE-EMPLOYMENT BACKGROUND CHECK	39.40		0
VALLEY TEMP SERVICES INC	1010	LIZ INSINGER FRONT DESK COVERAGE	240.00		0
NESTED STRATEGIES	1190	WARM SPRINGS PRESERVE PHILANTHROPY COUNSEL FEB 2024	2,187.50	20638	0
BEST DAY HR	45363	CONSULTING SERVICES FOR FEB 2024 & JOB POSTING SERVICES	3,076.50		0
BEST DAY HR	45363	SALARY MARKET REVIEW & JOB DESCRIPTION REVIEW / REVISE	25,000.00	23117	0
SPEED GOAT TECHNOLOGY LLC	2230115	FEB 24 - ONSITE TECH & SECURITY UPDATES	2,250.00		0
01-4150-4400 ADVERTISING & LEGAL PUBLICATIO					
EXPRESS PUBLISHING, INC.	10002196 0131	LEGAL AD FOR BIDS RECLAMATION / AERATION - 12673600	313.72		0
EXPRESS PUBLISHING, INC.	10002196 0131	P&Z LEGAL AD - 12672974	74.52		713503
EXPRESS PUBLISHING, INC.	10002196 0131	P&Z LEGAL AD - 12673601	97.52		0
EXPRESS PUBLISHING, INC.	10002196 0131	Q4 2024 FINANCIAL REPORT - 12673383	95.27		0
01-4150-4800 DUES, SUBSCRIPTIONS & MEMBERSH					
COLORADO ASSOCIATION OF S	1872	CAST ANNUAL MEMBERSHIP DUES 2024	800.00		0
US BANK	2745 022624	TRELLO MONTHLY FEE	112.50		0
WRRC&D	031524	2024 WOOD RIVER RC&D ANNUAL MEMBERSHIP ASSESSMENT	252.00		0
01-4150-4900 PERSONNEL TRAINING/TRAVEL/MTG					
US BANK	2745 022624	ICMA - MANAGEMENT FOR LOCAL GOVERNMENT	36.00		0
US BANK	2745 022624	EVENTBRITE - 2024 CONFERENCE ON HOUSING & ECONOMIC DEVELOPMENT REG	295.00		713503
01-4150-5100 TELEPHONE & COMMUNICATIONS					
SYRINGA NETWORKS, LLC	020303 030124	MARCH 24 - 191 W 5TH ST - CITY HALL	1,600.00		0
COX BUSINESS	0012401034971	0012401034971402 022224	143.00		0
COX BUSINESS	0012401047131	0012401047131901 022524	275.97		0
AT&T MOBILITY LLC	287310798934	287310798935 030124	80.08		0
LUMEN	676817588	74754376 022424	.91		0
01-4150-5110 COMPUTER NETWORK					
INTEGRATED TECHNOLOGIES	236382	FEB 24 191 W 5TH ST - CITY HALL	1,107.57		0
KETCHUM COMPUTERS, INC.	20240	FEB 24 - ADMINISTRATION HARDWARE	2,341.80		0
LEAF	16191546	1006877711-001 MARCH 2024	833.10		0

Vendor Name	Invoice Number	Description	Net Invoice Amount	Purchase Order Number	GL Activity Number
01-4150-5150 COMMUNICATIONS					
US BANK	7937 022624	ISTOCK PREMIUM TRIAL 10 - 1 YEAR	74.20		713503
01-4150-5200 UTILITIES					
IDAHO POWER	2206452274 02	2206452274 022224	409.23		0
IDAHO POWER	2224128120 02	2224128120 022224	843.06		0
01-4150-6500 CONTRACTS FOR SERVICES					
ENOURATO, LISA	102	CIP SUPPORT - FEB 2024	467.50	24052	0
01-4150-6510 COMPUTER SERVICES					
CASELLE, INC.	131362	CONTRACT SUPPORT & MAINTENANCE FOR APRIL 2024	3,465.00		0
Total ADMINISTRATIVE SERVICES:			57,075.58		
PLANNING & BUILDING					
01-4170-2505 HEALTH REIMBURSEMENT ACCT(HRA)					
NBS-NATIONAL BENEFIT SERVI	CP373777	HRA CLAIMS PAID	875.00		0
01-4170-2515 VISION REIMBURSEMENT ACCT(HRA)					
NBS-NATIONAL BENEFIT SERVI	988261	FSA & HRA ADMIN FEES FEBRUARY 2024	19.85		0
01-4170-3100 OFFICE SUPPLIES & POSTAGE					
US BANK	0172 022624	NATIONAL GEOGRAPHIC WALL CALENDAR	14.39		0
01-4170-3200 OPERATING SUPPLIES					
US BANK	0172 022624	STANDING DESK MAT	44.95		0
US BANK	0172 022624	TRELLO MONTHLY FEE	12.50		0
US BANK	0172 022624	JOHNNY G'S - TAG LUNCH	251.56		0
01-4170-4200 PROFESSIONAL SERVICES					
KETCHUM COMPUTERS, INC.	20240	FEB 24 - PLANNING & BUILDING	796.50		0
MATTISON, ROBYN	2024.02	FEB 24 ENGINEERING SERVICES	4,340.00		0
S & C ASSOCIATES LLC	2995	2995	606.00		0
01-4170-4400 ADVERTISING & LEGAL PUBLICATIO					
COPY CENTER LLC	3085	SISTERS OSV PUBLIC NOTICE POSTCARD	77.29		0
COPY CENTER LLC	3132	PUBLIC NOTICE MAILERS: BIGWOOD 3 219 & 221 E CANYON RUN BIGWOOD CLUBHOUSE	235.33		0

Vendor Name	Invoice Number	Description	Net Invoice Amount	Purchase Order Number	GL Activity Number
US BANK	0172 022624	APA WASHINGTON - JOB POSTING FEE FOR ZONING TECH	100.00		0
US BANK	0172 022624	MOUNTAIN CAREERS - JOB POSTING FEE FOR ZONING TECH	79.00		0
ALBOUM TRANSLATION SERVIC	I-23287	TRANSLATION - COMPREHENSIVE PLAN PROMOTION FLIER	30.78		0
01-4170-4500 GEOGRAPHIC INFO SYSTEMS					
GEOBILITY LLC	1048	GIS PROFESSIONL SERVICES - JAN & FEB 2024	1,969.20		0
01-4170-6910 OTHER PURCHASED SERVICES					
US BANK	0172 022624	WRAP CITY - SAFE BUILT TRAINING	63.60		0
US BANK	0172 022624	WRAP CITY - SAFE BUILT TRAINING	63.60		0
US BANK	0172 022624	WRAP CITY - SAFE BUILT TRAINING	74.36		0
US BANK	0172 022624	KONDI TOREI - CONRAD TRAINING	42.36		0
US BANK	0172 022624	BIGWOOD BREAD - WILSON CONSTRUCTION TRAINING	68.83		0
US BANK	0172 022624	WRAP CITY - SAFE BUILT TRAINING	52.83		0
US BANK	0172 022624	STARBUCKS - KMV TRAINING	12.44		0
Total PLANNING & BUILDING:			9,830.37		
NON-DEPARTMENTAL					
01-4193-4500 1ST/WASHINGTON RENT					
URBAN RENEWAL AGENCY	7727	MARCH 2024 URA RENT	3,000.00		0
01-4193-9930 GENERAL FUND OP. CONTINGENCY					
ACRISURE	843814	FEB 2024 CONSULTING SERVICES	1,875.00	23111	0
Total NON-DEPARTMENTAL:			4,875.00		
FACILITY MAINTENANCE					
01-4194-2515 VISION REIMBURSEMENT ACCT(HRA)					
NBS-NATIONAL BENEFIT SERVI	988261	FSA & HRA ADMIN FEES FEBRUARY 2024	16.50		0
01-4194-3200 OPERATING SUPPLIES					
CHATEAU DRUG CENTER	2833448	7.5 GALLON BLK TOUCH CAN - FOR TOWN SQUARE RESTROOMS	32.28		0
01-4194-4200 PROFESSIONAL SERVICES					
BIG WOOD LANDSCAPE, INC.	29616	FEB 2024 - 2ND ST PARKING SIDEWALKS	807.00	24046	0

Vendor Name	Invoice Number	Description	Net Invoice Amount	Purchase Order Number	GL Activity Number
BIG WOOD LANDSCAPE, INC.	29617	FEB 2024 - 4TH ST PUSHING SNOW REMOVAL	1,500.00	24046	0
BIG WOOD LANDSCAPE, INC.	29620	FEB 2024 - 4TH ST SPRUCE TO WALNUT SNOW REMOVAL	810.00	24046	0
BIG WOOD LANDSCAPE, INC.	29621	FEB 2024 - 6TH ST & LEADVILLE SNOW REMOVAL	792.75	24046	0
BIG WOOD LANDSCAPE, INC.	29622	FEB 2024 - CIMINO PARK SNOW REMOVAL	807.00	24046	0
BIG WOOD LANDSCAPE, INC.	29623	FEB 2024 - CITY MAINTENANCE YARD SNOW REMOVAL	642.75	24046	0
BIG WOOD LANDSCAPE, INC.	29624	FEB 2024 - FOREST SERVICE PARK SNOW REMOVAL	1,001.25	24046	0
BIG WOOD LANDSCAPE, INC.	29625	FEB 2024 - KTS EXTERIOR SIDEWALKS SNOW REMOVAL	965.25	24046	0
BIG WOOD LANDSCAPE, INC.	29626	FEB 2024 - KTS INTERIOR SNOW REMOVAL	981.00	24046	0
BIG WOOD LANDSCAPE, INC.	29628	FEB 2024 - ORE WAGON MUSEUM SNOW REMOVAL	720.00	24046	0
EVANS PLUMBING INC	149459	FOREST SERVICE PARK BATHROOMS WORK	874.47		0
KETCHUM COMPUTERS, INC.	20240	FEB 24 - F/M	148.50		0
01-4194-5100 TELEPHONE & COMMUNICATIONS					
INTEGRATED TECHNOLOGIES	236382	FEB 24 F/M	13.37		0
01-4194-5200 UTILITIES					
CLEAR CREEK DISPOSAL	0001681194	SITE 6 - PORTABLE RESTROOM SERVICE & RENT	23.69		0
CLEAR CREEK DISPOSAL	0001682361	SITE 597 - QUARTERLY SERVICE JAN 24 - MAR 24	92.86		0
CLEAR CREEK DISPOSAL	0001697908	SITE 8 - FEB 2024 PORTABLE RESTROOM SERVICE & RENT	361.42		0
IDAHO POWER	2201272487 02	2201272487 022224	160.98		0
IDAHO POWER	2203538992 02	2203538992 022224	54.11		0
INTERMOUNTAIN GAS	17499804809 0	17499804809 022324	348.05		0
INTERMOUNTAIN GAS	44919030005 0	44919030005 022324	41.93		0
INTERMOUNTAIN GAS	65669030002 0	65669030002 022324	18.83		0
INTERMOUNTAIN GAS	76053745030 0	76053745030 022324	476.83		0
01-4194-5300 CUSTODIAL & CLEANING SERVICES					
WESTERN BUILDING MAINTEN	0143260-IN	FEB 2024 MONTHLY JANITORIAL SERVICES	4,637.00		0
01-4194-5900 REPAIR & MAINTENANCE-BUILDINGS					
SCHINDLER ELEVATOR	8106496458	PREVENTATIVE MAINTENANCE 3/24 - 5-24	1,197.39		0
01-4194-5910 REPAIR & MAINT-491 SV ROAD					
BIG WOOD LANDSCAPE, INC.	29629	FEB 2024 - STARBUCKS SNOW REMOVAL	952.50		0
CINTAS	4184786402	BLACK MATS	6.76		0
CLEAR CREEK DISPOSAL	0001697909	SITE 9 - FEB 2024 MONTHLY RECYCLE & CONTAINER	1,795.31		0
IDAHO POWER	2202522062 02	2202522062 022224	399.43		0

Vendor Name	Invoice Number	Description	Net Invoice Amount	Purchase Order Number	GL Activity Number
01-4194-5950 REPAIR & MAINT-WARM SPRINGS PR					
CLEAR CREEK DISPOSAL	0001697907	SITE 7 - FEB 2024 MONTHLY SERVICE & RENT & PORTABLE RESTROOM SERVICE & RENT	291.41		0
CLEAR CREEK LAND CO. LLC	0000043467	OLD GEEZER ALLY - MOBILE STORAGE RENT MARCH 2024	231.00		0
NAPA AUTO PARTS	178409	FUEL ADDITIVE FOR DOG PARK SNOW CAT - CREDIT	13.99-		0
PETERSON EQUIPMENT MANAG	91474	FUELD CAP FOR DOG PARK SNOW CAT	78.41		0
01-4194-6000 REPAIR & MAINT-AUTOMOTIVE EQUI					
WARM SPRINGS AUTO PARTS LL	198187	OIL & AIR FILTER	22.86		0
01-4194-6950 MAINTENANCE					
A.C. HOUSTON LUMBER CO.	2402-704441	PLAY SAND	6.70		0
Total FACILITY MAINTENANCE:			21,295.60		
POLICE					
01-4210-2515 VISION REIMBURSEMENT ACCT(HRA)					
NBS-NATIONAL BENEFIT SERVI	988261	FSA & HRA ADMIN FEES FEBRUARY 2024	26.05		0
01-4210-3610 PARKING OPS PROCESSING FEES					
DATA TICKET INC	162541	CITATION PROCESSING, VIN LOOKUPS, ETC - FEB 2024	1,549.07		0
01-4210-3620 PARKING OPS EQUIPMENT FEES					
CALE AMERICA, INC.	179318	ACTIVE METERS FEB 2024	176.01		0
01-4210-4200 PROFESSIONAL SERVICES					
INTEGRATED TECHNOLOGIES	236382	FEB 24 POLICE	55.58		0
01-4210-5100 TELEPHONE & COMMUNICATIONS					
AT&T MOBILITY LLC	287310798934	287310798935 030124	175.58		0
01-4210-6000 REPAIR & MAINT--AUTOMOTIVE EQU					
WARM SPRINGS AUTO PARTS LL	197506	PRIME GUARD	6.95		0
Total POLICE:			1,989.24		

Vendor Name	Invoice Number	Description	Net Invoice Amount	Purchase Order Number	GL Activity Number
FIRE & RESCUE					
01-4230-2515 VISION REIMBURSEMENT ACCT(HRA)					
NBS-NATIONAL BENEFIT SERVI	988261	FSA & HRA ADMIN FEES FEBRUARY 2024	87.95		0
01-4230-3200 OPERATING SUPPLIES FIRE					
ATKINSONS' MARKET	01708503	DISH SOAP	3.32		0
ATKINSONS' MARKET	02792936	DISHWASHER PODS	4.04		0
ATKINSONS' MARKET	04802818	DISH SOAP	14.32		0
ATKINSONS' MARKET	06742157	CLEANING SUPPLIES	12.41		0
BUSINESS AS USUAL INC.	165062	4x6 PICTURE, PLASTIC ENVELOPES	4.38		0
INTEGRATED TECHNOLOGIES	222616	FIRE	15.68		0
WILLIAM COOK	570917	GROUP PHOTO	50.00		0
01-4230-3210 OPERATING SUPPLIES EMS					
ATKINSONS' MARKET	01708503	DISH SOAP	3.32		0
ATKINSONS' MARKET	02792936	DISHWASHER PODS	4.03		0
ATKINSONS' MARKET	04802818	Cleaning Supplies	14.31		0
ATKINSONS' MARKET	06742157	CLEANING SUPPLIES	12.42		0
BOUNDTREE MEDICAL	85268856	SYRINGE, IV FLUSH, C COLLAR	793.53		0
BUSINESS AS USUAL INC.	165062	4 X 6 PHOTOS, PLASTIC ENVELOPES	4.37		0
EXPRESS PUBLISHING, INC.	10002196 0131	FIRE DEPT CPR & FIRST AID ADS - 12672842 & 12673006	1,147.40		0
INTEGRATED TECHNOLOGIES	222616	FIRE	15.68		0
NORCO	40027667	D -MEDICAL OXYGEN & HANDLING CHARGE	54.55		0
NORCO	40057489	CYLINDER RENTAL	178.35		0
UPS STORE #2444	1Z2Y292X031	SHIPPED BELONGINGS BACK TO PT	28.55		0
HENRY SCHEIN	76241065	IBPROFUN, PROMETHAZINE, SUCCINYLCHOLINE, TETRACAINE	358.97		0
WILLIAM COOK	570917	GROUP PHOTO	50.00		0
01-4230-4200 PROFESSIONAL SERVICES FIRE					
KETCHUM COMPUTERS, INC.	20240	FEB 24 - FIRE & RESCUE	1,143.00		0
ESO SOLUTIONS INC.	ESO-134328	CAD EMS & FIRE PACKAGE	402.08		0
01-4230-4210 PROFESSIONAL SERVICES EMS					
ESO SOLUTIONS INC.	ESO-134328	CAD EMS & FIRE PACKAGE	402.08		0
01-4230-4910 TRAINING EMS					
EMERGENCY MEDICAL TRAINE	24-010	SICK NOT SICK + TRAIN THE TRAINER	1,525.64		0

Vendor Name	Invoice Number	Description	Net Invoice Amount	Purchase Order Number	GL Activity Number
01-4230-5100 TELEPHONE & COMMUNICATION FIRE					
AT&T MOBILITY LLC	287307161044	287307161044 022324	336.96		0
01-4230-5110 TELEPHONE & COMMUNICATION EMS					
INTEGRATED TECHNOLOGIES	236382	FEB 24 107 SADDLE RD - FIRE	94.94		0
SYRINGA NETWORKS, LLC	020303 030124	MARCH 24 - 107 SADDLE RD - FIRE	950.00		0
AT&T MOBILITY LLC	287307161044	287307161044 022324	336.95		0
01-4230-5200 UTILITIES					
INTERMOUNTAIN GAS	26223127833 0	26223127833 022324	1,090.43		0
01-4230-5900 REPAIR & MAINTENANCE-BUILDINGS					
APEX INTEGRATED SECURITY S	00040194	KEYFOBS/ SMARTCARDS	405.00		0
01-4230-6000 REPAIR & MAINT-AUTO EQUIP FIRE					
CHATEAU DRUG CENTER	2827689	CHAMOIS	35.60		0
WARM SPRINGS AUTO PARTS LL	198109	ANTIFREEZE FOR SQAUD	19.48		0
WARM SPRINGS AUTO PARTS LL	198403	CABLE, CARD, HEAT SHRINK TUBING C11	15.65		0
WARM SPRINGS AUTO PARTS LL	198493	WIRE LOOM C11	2.98		0
01-4230-6010 REPAIR & MAINT-AUTO EQUIP EMS					
A.C. HOUSTON LUMBER CO.	2403-706764	BUNGEE CORD A21	21.56		0
CHATEAU DRUG CENTER	2827689	CHAMOIS	35.59		0
WARM SPRINGS AUTO PARTS LL	198109	ANTIFREEZE FOR SQUAD	19.47		0
WARM SPRINGS AUTO PARTS LL	198403	CABLE, CARD HEAT SHRINK TUBING C11	15.65		0
WARM SPRINGS AUTO PARTS LL	198493	WIRE LOOM C11	2.97		0
WARM SPRINGS AUTO PARTS LL	198525	COMMAND DIE A21 &A22	53.90		0
01-4230-6100 REPAIR & MAINT--MACHINERY & EQ					
CHATEAU DRUG CENTER	2834893	ELECTRIC TAPE	5.69		0
NORCO	40056649	CYLINDER RENTAL	36.54		0
01-4230-6110 REPAIR & MAINT--MACHINERY & EQ					
CHATEAU DRUG CENTER	2834893	ELECTRIC TAPE	5.69		0
NORCO	40056649	CYLINDER RENTAL	36.54		0
01-4230-6200 REPAIR & MAINT--FACILITY					
CHATEAU DRUG CENTER	2826713	CLEANING SUPPLIES	17.08		0
SENTINEL FIRE & SECURITY, IN	97248	AES FIRE ALARM MONITORING	104.85		0

Vendor Name	Invoice Number	Description	Net Invoice Amount	Purchase Order Number	GL Activity Number
Total FIRE & RESCUE:			9,973.90		
STREET					
01-4310-2505 HEALTH REIMBURSEMENT ACCT(HRA)					
NBS-NATIONAL BENEFIT SERVI	CP373777	HRA CLAIMS PAID	253.45		0
01-4310-2515 VISION REIMBURSEMENT ACCT(HRA)					
NBS-NATIONAL BENEFIT SERVI	988261	FSA & HRA ADMIN FEES FEBRUARY 2024	33.25		0
01-4310-3200 OPERATING SUPPLIES					
A.C. HOUSTON LUMBER CO.	2402-705360	SANDING SPONGE	13.00		4310044
A.C. HOUSTON LUMBER CO.	2403-707038	SNAP OFF BLADE & 5 MIN SMOOTH TEST	16.99		4310044
FASTENAL COMPANY	IDJER110046	NUTS & BOLTS FOR SHOP	28.34		4310044
GEM STATE PAPER & SUPPLY	1114399	PREMIUM REGULAR CENTERPULL 2PLY	33.72		4310047
GEM STATE PAPER & SUPPLY	1114414	US CENTERPULL TOWEL RETURN FROM INVOICE 1113021	57.22-		4310047
GEM STATE PAPER & SUPPLY	1114728	AA BATTERIES KLEENEX MAGIC ERASER EXTRA DURABLE	54.57		4310047
GEM STATE PAPER & SUPPLY	1114728-01	AA BATTERIES & MR CLEAN MAGIC ERASERS EXTRA DURABLE	135.53		4310047
NAPA AUTO PARTS	178610	WINDHSIELD WASHER FLUID FOR SHOP	50.92		4310044
WAKE UP AND LIVE, INC.	13340	HOUSE ACCOUNT RECEIVABLE - COFFEE	142.58		4310037
01-4310-4200 PROFESSIONAL SERVICES					
BIG WOOD LANDSCAPE, INC.	29627	FEB 2024 - NEILS WAY SNOW REMOVAL	975.00		4310037
HIATT TRUCKING, INC.	4952	Snow Hauling Service 2023-2024	6,150.00	24021	4310037
KETCHUM COMPUTERS, INC.	20240	FEB 24 - STREETS	297.00		0
BACKGROUND INVESTATION B	INV-43389	PRE-EMPLOYMENT BACKGROUND CHECK	39.40		0
01-4310-5100 TELEPHONE & COMMUNICATIONS					
INTEGRATED TECHNOLOGIES	236382	FEB 24 210 10TH ST - STREETS	74.74		0
SYRINGA NETWORKS, LLC	020303 030124	MARCH 24 - 210 10TH ST - STREETS	650.00		0
01-4310-5200 UTILITIES					
INTERMOUNTAIN GAS	49439330009 0	49439330009 022324	389.23		4310047
01-4310-6000 REPAIR & MAINT--AUTOMOTIVE EQU					
NAPA AUTO PARTS	178730	WATER PUMP FOR EXPEDITION	53.99		4310044
WARM SPRINGS AUTO PARTS LL	198249	PARTS FOR EXPEDITION	17.35		4310044
WARM SPRINGS AUTO PARTS LL	198250	ANTIFREEZE FOR EXPEDITION	49.90		4310044

Vendor Name	Invoice Number	Description	Net Invoice Amount	Purchase Order Number	GL Activity Number
01-4310-6100 REPAIR & MAINT--MACHINERY & EQ					
KENWORTH SALES COMPANY	012P37246	JOINT YOKE FOR #3 DUMP TK	253.41		4310044
METROQUIP, INC.	P25151	PARTS FOR GEOVAC	511.45		4310044
NAPA AUTO PARTS	178407	FUEL ADDITIVE FOR EQUIPMENT	83.94		4310044
NAPA AUTO PARTS	179208	BUMP STOPS FOR PLOW TRUCKS	35.98		4310044
01-4310-6910 OTHER PURCHASED SERVICES					
CINTAS	4184786432	BLACK MATS	22.31		4310047
CINTAS	4185522775	BLACK MATS	22.31		4310047
CINTAS	5200063100	FIRST AID STATION SERVICE	196.99		4310044
IWORQ SYSTEMS	202957	SYSTEMS INTERNET SOFTWARE MANAGEMENT & SUPPORT April 2024-MARCH 2025	6,000.00		4310044
NORCO	40109017	K-OXYGEN S-OXYGEN WS-ACETYLENE	167.50		4310044
01-4310-6930 STREET LIGHTING					
IDAHO POWER	2200749261 02	2200749261 022424	451.56		4310050
IDAHO POWER	2201013857 02	2201013857 022224	34.76		4310050
IDAHO POWER	2203855230 02	2203855230 022224	90.35		4310050
IDAHO POWER	2204535385 02	2204535385 022224	100.29		4310050
IDAHO POWER	2206773224 02	2206773224 022224	29.33		4310050
IDAHO POWER	2207487501 02	2207487501 022224	28.54		4310050
IDAHO POWER	2208316659 02	2208316659 022224	32.59		4310050
01-4310-6950 MAINTENANCE & IMPROVEMENTS					
WALKER SAND AND GRAVEL	1292302	COMMERCIAL ROADBASE & ENVIRONMENTAL FEE	107.38		4310044
Total STREET:			17,570.43		
RECREATION					
01-4510-2515 VISION REIMBURSEMENT ACCT(HRA)					
NBS-NATIONAL BENEFIT SERVI	988261	FSA & HRA ADMIN FEES FEBRUARY 2024	19.60		0
01-4510-3200 OPERATING SUPPLIES					
CHATEAU DRUG CENTER	2830023	FLX FBRC DRYERASE BOARD DRYERASE MARKERS SHARPIES	67.40		0
CHATEAU DRUG CENTER	2830528	GORILLA SUPERGLUE	6.64		0
CHATEAU DRUG CENTER	2833464	ICE MELT	37.98		0
US BANK	7926 022624	BOTTLE FILLING STATION WITH SINGLE ADA COOLER	1,249.99		0

Vendor Name	Invoice Number	Description	Net Invoice Amount	Purchase Order Number	GL Activity Number
01-4510-3250 RECREATION SUPPLIES					
US BANK	7926 022624	GOLD MINE REFUND FOR TAX CHARGED	2.72-		0
US BANK	7926 022624	GALENA LODGE - HOT COCOA	57.44		0
US BANK	7926 022624	3 TIER ROLLING CART	33.26		0
US BANK	7926 022624	KITCHEN COMPOST PAIL CARBON FILTERS	64.58		0
01-4510-3300 RESALE ITEMS-CONCESSION SUPPLY					
ATKINSONS' MARKET	01717073	SYRUP & APPLES	23.27		0
ATKINSONS' MARKET	03826048	MANDARINS & HALF & HALF	17.07		0
ATKINSONS' MARKET	04806154	NESTLE MORSELS EGGS VANILLA EXTRACT ONIONS	23.46		0
ATKINSONS' MARKET	04811829	APPLES MANDARINS	26.12		0
ATKINSONS' MARKET	06746881	BANANAS HUMUS CARROTS MANDARINS APPLES	56.66		0
SYSCO	240485563	CORN DOGS CHICKEN STRIPS & NUGGETS FRENCH TOAST STICKS WAFFLE SNAPS ETC	459.57		0
01-4510-4200 PROFESSIONAL SERVICE					
INTEGRATED TECHNOLOGIES	236382	FEB 24 900 3RD AVE N - PARKS	17.52		0
KETCHUM COMPUTERS, INC.	20240	FEB 24 - PARKS	616.50		0
BACKGROUND INVESTATION B	INV-43389	PRE-EMPLOYMENT BACKGROUND CHECK	27.45		0
AT YOUR SERVICE	13979	DOOR REPAIR	76.00		0
01-4510-5200 UTILITIES					
INTERMOUNTAIN GAS	31904030009 0	31904030009 022324	164.13		0
SYRINGA NETWORKS, LLC	020303 030124	MARCH 24 - 900 3RD AVE - PARKS	650.00		0
Total RECREATION:			3,691.92		
Total GENERAL FUND:			126,865.31		
GENERAL CAPITAL IMPROVEMENT FD					
GENERAL CIP EXPENDITURES					
03-4193-7135 MAIN STREET REHAB					
ENOURATO, LISA	102	REIMBURSEMENT FOR FOOD FROM FEB 8 MEETING	25.68		713503
ENOURATO, LISA	102	MAIN ST PROJECT SUPPORT - FEB 2024	5,397.50	24052	713504
EXPRESS PUBLISHING, INC.	10002196 0131	MAIN ST PROJECT AD - 12672847 & 12673007	2,432.00		713503
US BANK	2745 022624	WRAP CITY - MAIN STREET	296.04		713503
US BANK	2745 022624	VILLAGE MARKET - LA CROIX	13.97		713503
US BANK	7937 022624	THE SALTY SISTERS - GRAB & GO CUPS FOR MAIN ST PRESENTATION	380.00		713503

Vendor Name	Invoice Number	Description	Net Invoice Amount	Purchase Order Number	GL Activity Number
US BANK	7937 022624	THE SALTY SISTERS - REFRESHMENTS FOR MAIN ST PUBLIC PRESENTATION	320.00		713503
US BANK	9529 022624	JOHNNY G'S - MAIN STREET MEETING	372.60		713503
S & C ASSOCIATES LLC	3016-3019	3019	118.00		713501
S & C ASSOCIATES LLC	3016-3019	3018	1,255.00		713504
S & C ASSOCIATES LLC	3016-3019	3016	826.00		713501
03-4193-7180 POWER LINE UNDERGROUNDING					
S & C ASSOCIATES LLC	3016-3019	3017	177.00		0
03-4193-7220 RECYCLING					
IRISH ELECTRIC	20924	RECYCLING CENTER UPGRADES	9,967.80		0
IRISH ELECTRIC	30124	RECYCLING CENTER UPGRADES	3,290.00		0
US BANK	9529 022624	A.C. HOUSTON LUMBER - ICE MELT	32.39		0
THE AVILA CO LLC	1105	RECYCLING CENTER POSTERS	248.04		0
WORTH PRINTING	3859	RECYCLING CENTER POSTERS	49.90		0
WORTH PRINTING	3869	POSTERS	49.90		0
Total GENERAL CIP EXPENDITURES:			25,251.82		
FACILITY MAINT CIP EXPENDITURE					
03-4194-7000 WARM SPRINGS PRESERVE PHASE I					
STUDIO SUPERBLOOM, LLC	WSP-021-RIO	WARM SPRINGS PRESERVE RIVER & FLOODPLAIN RESTORATION-60% DESIGN DRAWINGS	24,104.96	23125	0
STUDIO SUPERBLOOM, LLC	WSP-025-RIO	WARM SPRINGS PRESERVE RIVER & FLOODPLAIN RESTORATION-60% DESIGN DRAWINGS	10,467.67	23125	0
Total FACILITY MAINT CIP EXPENDITURE:			34,572.63		
FIRE & RESCUE CIP EXPENDITURES					
03-4230-7130 PPE (TURNOUT GEAR)					
DAVIS EMBROIDERY INC.	44102	T SHIRT- RESTOCK	327.63		0
MUNICIPAL EMERGENCY SERIC	IN2009647	SCBA FLOW TEST	3,141.33		0
Total FIRE & RESCUE CIP EXPENDITURES:			3,468.96		
Total GENERAL CAPITAL IMPROVEMENT FD:			63,293.41		
ORIGINAL LOT FUND					

Vendor Name	Invoice Number	Description	Net Invoice Amount	Purchase Order Number	GL Activity Number
ORIGINAL LOT TAX					
22-4910-6060 EVENTS/PROMOTIONS					
ENVIRONMENTAL RESOURCE C	106	SOLSTICE RECYCLING & COMPOST	1,143.00		491035
ENVIRONMENTAL RESOURCE C	106	KETCHUM ALIVE RECYCLE & COMPOST	2,520.00		491005
22-4910-6080 MOUNTAIN RIDES					
MOUNTAIN RIDES	12458	TRANSPORTATION SERVICES FY2024 - MARCH 2024	66,333.34	24006	0
Total ORIGINAL LOT TAX:			69,996.34		
Total ORIGINAL LOT FUND:			69,996.34		
ADDITIONAL1%-LOT FUND					
ADDITIONAL 1%-LOT					
25-4910-4220 SUN VALLEY AIR SERVICE BOARD					
SUN VALLEY AIR SERVICE BOA	030424	JANUARY MOS 2024	93,880.23		0
Total ADDITIONAL 1%-LOT:			93,880.23		
Total ADDITIONAL1%-LOT FUND:			93,880.23		
COMMUNITY HOUSING					
COMMUNITY HOUSING EXPENSE					
54-4410-2515 VISION REIMBURSEMENT ACCT(HRA)					
NBS-NATIONAL BENEFIT SERVI	988261	FSA & HRA ADMIN FEES FEBRUARY 2024	.00		0
54-4410-3200 LIFT TOWER LODGE OPERATIONS					
CHATEAU DRUG CENTER	2828696	MATTRESS PROTECTOR	151.98		0
SENTINEL FIRE & SECURITY, IN	97316	MONITORING - LIFT TOWER LODGE MARCH 24 - MAY 24	104.85		0
54-4410-4215 LEASE TO LOCALS PROF SERVICES					
PLACEMATE, INC	1655	MONTHLY LEASE TO LOCALS PROGRAM SUPPORT	6,000.00	23123	0
54-4410-4250 LIFT TOWER LODGE PROFF SVCS					
JOE'S BACKHOE SERVICES, INC.	24-141	LIFT TOWER LODGE JANUARY 2024 SNOW REMOVAL	985.00		0
OFFICE BRIGHT INC	1802	LIFT TOWER LODGE - CLEANING SERVICES FEB 24	315.00		0
THORNTON HEATING	61798	LIFT TOWER LODGE VENTING SERVICE PARTS &			

Vendor Name	Invoice Number	Description	Net Invoice Amount	Purchase Order Number	GL Activity Number
VALERIO'S CONSTRUCTION LLC	243	LABOR	1,957.67		0
		KITCHEN COUNTERTOP CUT & INSTALLATION	720.00		0
54-4410-5110 COMPUTER NETWORK					
KETCHUM COMPUTERS, INC.	20240	FEB 24 - HOUSING	1,167.00		0
54-4410-5200 LIFT TOWER LODGE UTILITIES					
CLEAR CREEK DISPOSAL	0001697905	SITE 1 - FEB 2024 MONTHLY SERVICE & RENT	502.87		0
INTERMOUNTAIN GAS	08335990225 0	08335990225 022324	124.26		0
54-4410-5900 LIFT TOWER LDG REPAIR & MAINT					
CHATEAU DRUG CENTER	2831801	AA BATTERIES & 60W LED LIGHT	19.48		0
Total COMMUNITY HOUSING EXPENSE:			12,048.11		
Total COMMUNITY HOUSING:			12,048.11		
WATER FUND					
WATER EXPENDITURES					
63-4340-2505 HEALTH REIMBURSEMENT ACCT(HRA)					
NBS-NATIONAL BENEFIT SERVI	CP373777	HRA CLAIMS PAID	875.00		0
63-4340-2515 VISION REIMBURSEMENT ACCT(HRA)					
NBS-NATIONAL BENEFIT SERVI	988261	FSA & HRA ADMIN FEES FEBRUARY 2024	16.50		0
63-4340-3200 OPERATING SUPPLIES					
CINTAS	4184065670	WATER	32.18		435001
CINTAS	4184065670	UTILITIES ADMIN BLDG - WATER	11.25		435001
D & B SUPPLY INC.	2709	WORK PANTS	129.98		0
INTEGRATED TECHNOLOGIES	236382	FEB 24 110 RIVER RANCH RD - WATER	72.89		0
63-4340-3250 LABORATORY/ANALYSIS					
MAGIC VALLEY LABS, INC.	30790	Drinking Water Bacteria, Cooler Return	116.00		0
63-4340-3400 MINOR EQUIPMENT					
GRAINGER, INC., W.W.	9036290451	WELDING HELMET, MAGNETIC WELDING ANGLE, FACESHELD, CUTTING LUBICANT	563.99		0
GRAINGER, INC., W.W.	9039112728	WELDING GLOVES	47.34		0
PIPECO, INC.	S5344484.001	4" SCRAPER / CHOPPER 54"	54.09		0

Vendor Name	Invoice Number	Description	Net Invoice Amount	Purchase Order Number	GL Activity Number
63-4340-4200 PROFESSIONAL SERVICES					
GO-FER-IT	126711	Water Samples	25.20		0
KETCHUM COMPUTERS, INC.	20240	FEB 24 - WATER	362.25		0
CLEAR SOLUTIONS ENGINEERI	377	WATER FACILITY PLAN ADDENDUM	3,060.00	23112	0
63-4340-4300 STATE & WA DISTRICT FEES					
WRRC&D	021424	2023 CIEF CONTRIBUTION & CLOUD SEEDING INFRASTRUCTURE CONTRIBUTION	37,152.07		0
WRRC&D	021424.001	2022 CLOUD SEEDING INFRASTRUCTURE CONTRIBUTION	11,294.50		0
63-4340-5100 TELEPHONE & COMMUNICATIONS					
SYRINGA NETWORKS, LLC	020303 030124	MARCH 24 - 110 RIVER RD - WATER	325.00		0
AT&T MOBILITY LLC	287318858311	287318858311 - Water	90.57		0
63-4340-5200 UTILITIES					
IDAHO POWER	2203658592 02	2203658592 - WELLS & BOOSTERS	7,807.22		0
63-4340-6000 REPAIR & MAINT-AUTO EQUIP					
A.C. HOUSTON LUMBER CO.	2402-705836	BTR FIR/LARCH S-DRY	11.22		0
WARM SPRINGS AUTO PARTS LL	198276	FRONT & REAR FLOORLINER	333.86		0
WARM SPRINGS AUTO PARTS LL	198397	SEAT COVERS	471.35		0
63-4340-6100 REPAIR & MAINT-MACH & EQUIP					
WARM SPRINGS AUTO PARTS LL	198219	INDUSTRIAL V-BELT	10.35		0
Total WATER EXPENDITURES:			62,862.81		
Total WATER FUND:			62,862.81		
WATER CAPITAL IMPROVEMENT FUND					
WATER CIP EXPENDITURES					
64-4340-7650 WATER METERS					
FERGUSON ENTERPRISES, LLC	0871418	18 MTR BX LID W/ TR HOLE SDE LCK, INSUL PAD W/ NYL STRP HDL	2,180.00		0
64-4340-7800 CONSTRUCTION					
OPAL ENGINEERING, PLLC	609	ENGINEERING CONTRACT FOR WATER AND WW DESIGN	1,275.00		0

Vendor Name	Invoice Number	Description	Net Invoice Amount	Purchase Order Number	GL Activity Number
64-4340-7806 NEW STAND-BY GENERATOR WA/ADM.					
DC ENGINEERING	21KET01 A 1D	ENGINEERING BACKUP POWER NWW & ADMIN	1,102.50	22057	0
DC ENGINEERING	21KET01 A 1S	ENGINEERING BACKUP POWER NWW & ADMIN	1,327.50	22057	0
Total WATER CIP EXPENDITURES:			5,885.00		
Total WATER CAPITAL IMPROVEMENT FUND:			5,885.00		
WASTEWATER FUND					
WASTEWATER EXPENDITURES					
65-4350-2505 HEALTH REIMBURSEMENT ACCT(HRA)					
NBS-NATIONAL BENEFIT SERVI	CP373777	HRA CLAIMS PAID	1,690.60		0
65-4350-2515 VISION REIMBURSEMENT ACCT(HRA)					
NBS-NATIONAL BENEFIT SERVI	988261	FSA & HRA ADMIN FEES FEBRUARY 2024	42.30		0
65-4350-3200 OPERATING SUPPLIES					
ATKINSONS' MARKET	03828710	KLNx LOTION FLAT	5.68		435001
CINTAS	4184065670	UTILITIES ADMIN BLDG - WASTEWATER	11.25		435001
CINTAS	4184065670	WASTEWATER	65.97		435001
INTEGRATED TECHNOLOGIES	236382	FEB 24 110 RIVER RANCH RD - WASTEWATER	29.07		0
UPS STORE #2444	MMN7FR5ZJU	WATER SAMPLES	15.11		435001
65-4350-3800 CHEMICALS					
USA BLUEBOOK	INV00291173	LAB CHEMICALS & EQUIPMENT	792.81		435001
UNIVAR SOLUTIONS USA INC	51894855	UNIVAR COAGULANT 1160 IBC710 NSF LIQ	11,139.08		435001
65-4350-4200 PROFESSIONAL SERVICES					
KETCHUM COMPUTERS, INC.	20240	FEB 24 - WASTEWATER	272.25		0
65-4350-4900 PERSONNEL TRAINING/TRAVEL/MTG					
LYNCH, BRANDON	022724	CDL RENEWAL REIMBURSEMENT	40.00		435003
65-4350-5100 TELEPHONE & COMMUNICATIONS					
SYRINGA NETWORKS, LLC	020303 030124	MARCH 24 - 110 RIVER RANCH RD - WASTEWATER	325.00		0
65-4350-5200 UTILITIES					
INTERMOUNTAIN GAS	58208688554 0	110 RIVER RANCH RD MECHANICAL BAR SCREE	37.76		435001

Vendor Name	Invoice Number	Description	Net Invoice Amount	Purchase Order Number	GL Activity Number
65-4350-6000 REPAIR & MAINT-AUTO EQUIP					
NAPA AUTO PARTS	178740	STIK HOS	9.77		435002
NAPA AUTO PARTS	179005	24IN TRICO FORCE BLDE	45.98		435002
WARM SPRINGS AUTO PARTS LL	198445	MINI BULBS	4.95		435002
65-4350-6100 REPAIR & MAINT-MACH & EQUIP					
GRAINGER, INC., W.W.	9037446524	SLOW CLOSING SOLENOID VALVE	563.46		435002
McMASTER-CARR SUPPLY CO.	22894505	PVDF PLASTIC FLAT SPRAY NOZZLE	68.77		435002
THORNTON HEATING	61797	SHOP HEATER - PARTS & LABOR	839.38		435002
Total WASTEWATER EXPENDITURES:			15,999.19		
Total WASTEWATER FUND:			15,999.19		
Grand Totals:			450,830.40		

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



PROCUREMENT MEMO

Meeting Date: Staff Member/Dept:

Agenda Item:

Recommended Motion:

"I move to approve Purchase Order 24068 in the amount of \$693.15 per ton for chip seal oil including freight and distribution services."

Summary of Procurement Process:

Bidder	Bid Price
<ul style="list-style-type: none">IDAHO ASPHALT - Pursuant to Section 67-2803(1) of the Idaho Statutes which allows cities to "piggyback" on bids provided to other political subdivisions of the state. The proposed purchase order is the same as a bid awarded to Idaho Asphalt by Power County, Idaho on February 12, 2024. Idaho Asphalt will honor the 2024 bid, to help us save on the per ton price.	\$83,871.15 (121 tons x \$693.15)

Low Bid Contractor	Bid Price	Budget Account/Number
Idaho Asphalt	\$83,871.15	01-4310-6950

Background:

<ul style="list-style-type: none">The procurement of chip seal oil supports the City's upcoming summer streets maintenance program (Chip Sealing). The oil contract consists of providing oil, freight and distribution of chip seal oil on the road surface. The selected vendor will work with City staff throughout the program.
<ul style="list-style-type: none">City staff hauls, rolls and sweeps the chips while also providing traffic control, clean up and project coordination.
<ul style="list-style-type: none">Chip Seal dates for this year are anticipated to be August 10th through August 13th. The City anticipates chip sealing the following streets: see Attachment 1
<ul style="list-style-type: none">The City expects to use approximately 121 tons of oil this year, resulting in an anticipated total expenditure of approximately \$83,871.15. This program, including chip seal oil, is part of the Street Department's maintenance and improvements line item and is included in the budget 01-4310-6950.

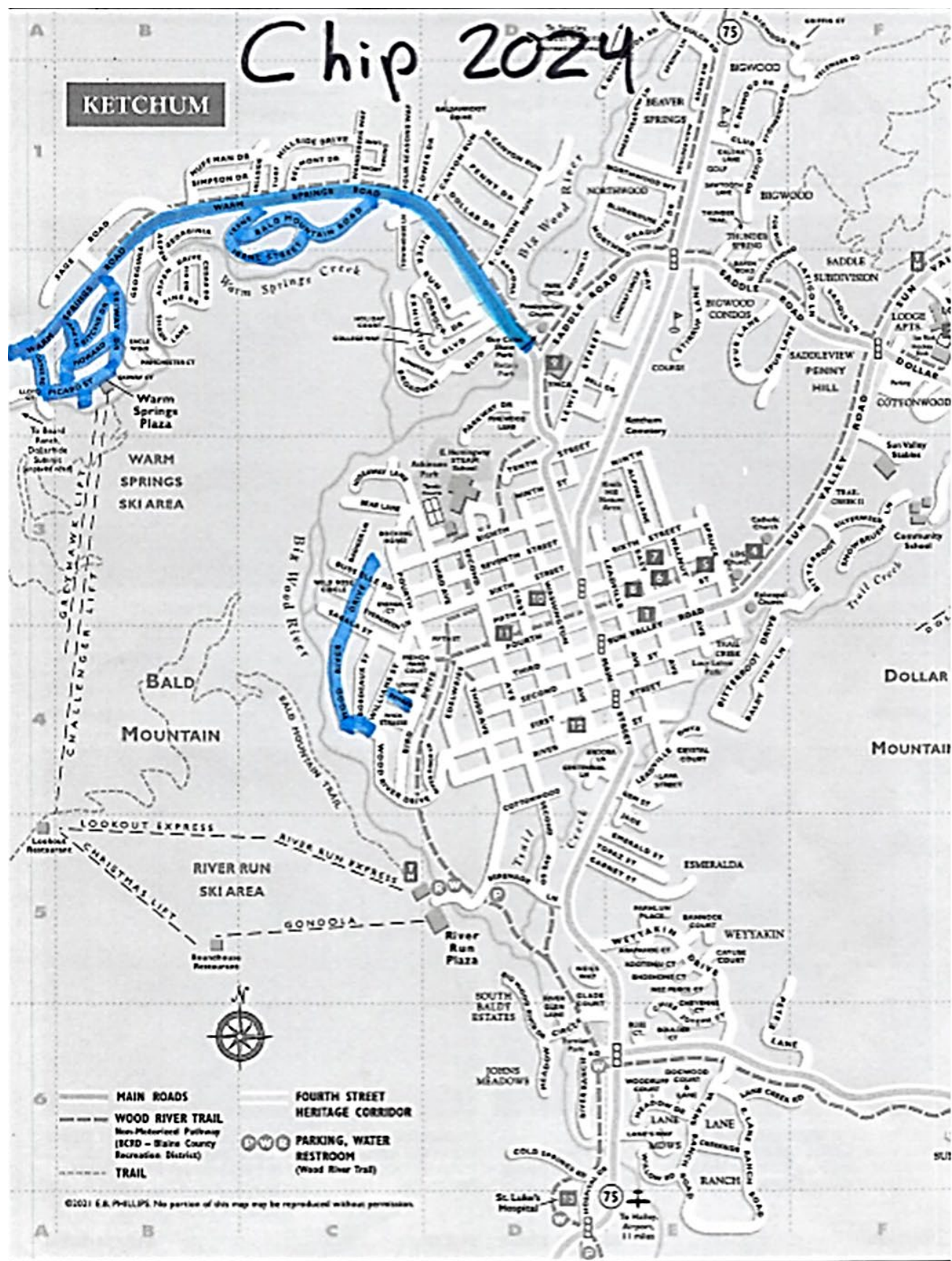
Sustainability Impact:

Chip sealing is a very important part of our street maintenance program and one of the most cost effective ways to help maintain the integrity of our streets and help minimize potholes. Without chip sealing, the streets would quickly deteriorate to the point of reconstruction. **Pavement condition analysis will take place prior to chip seal.**

Attachments:

1. Chip Seal Schedule 2024
2. Map of 2024 Chip Seal work
3. Idaho Asphalt Purchase Order 24068
4. Idaho Asphalt Agreement (3 pages)

Proposed Chip Seal Schedule 2024			
Warm Springs Rd, Wood River Bridge to Hillside	30	Saturday	August 10, 2024
Warm Springs Rd, Hillside to City Limit	28	Sunday	August 11, 2024
Gates Rd, Warm Springs Rd to Picabo	1	Sunday	August 11, 2024
Puchner Lane	1	Sunday	August 11, 2024
Picabo St, Gates to Skiway	6	Monday	August 12, 2024
Skiway Dr, Warm Springs Rd to Picabo St	6	Monday	August 12, 2024
Jane Lane, Warm Springs Rd to Ritchie	1.5	Monday	August 12, 2024
Ritchie Dr, Skiway to Picabo	7.5	Monday	August 12, 2024
Howard Dr, Skiway to Ritchie	4	Monday	August 12, 2024
Irene	8	Monday	August 12, 2024
Bald Mountain Rd, Warm Springs Rd to Irene	15	Tuesday	August 13, 2024
Rember St	2	Tuesday	August 13, 2024
Wood River Dr, Williams to Dead End	11	Tuesday	August 13, 2024
Proposed Total	121 tons		





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: 24068

To: 2431 IDAHO ASPHALT SUPPLY, INC. P.O. BOX 50538 IDAHO FALLS ID 83405	Ship to: CITY OF KETCHUM PO BOX 2315 KETCHUM ID 83340
--	---

P. O. Date	Created By	Requested By	Department	Req Number	Terms
03/01/2024	KCHOMA	KCHOMA		0	

Quantity	Description	Unit Price	Total
1.00	CRS-2R CHIP SEAL OIL 01-4310-6950	83,871.15	83,871.15
	SHIPPING & HANDLING		0.00
	TOTAL PO AMOUNT		83,871.15

 Authorized Signature

Att 3



Power County Highway District

Tel 208.226.2661
Fax 208.226.5246

3090 Lamb Weston Rd.
PO Box 513
American Falls, ID
83211

pocohwy@co.power.id.us

February 13, 2024

Idaho Asphalt Supply
Adam Ackerman
P.O. Box 50538
Idaho Falls, ID 83405

Dear Adam,

Thank you so much for submitting your Road Oil bid to the Power County Highway District. We are pleased to announce that you are the successful bidder this year. As always we really appreciate your response and look forward to working with you this year.

Sincerely,


Angela Munk
District Clerk

cc. aackerman@idahoasphalt.com

Robert N. Watzel
Commissioner

Gilbert Hofmeister
Commissioner

Wade Povey
Chairman

BID FORM

OWNER'S RIGHTS RESERVED

The Power County Highway District Commissioners reserve the right to reject any or all bids or to award to the bidder as determined to be in the best interest of Power County Highway District.

SPECIFICATION

All asphalt materials must meet the specifications outlined in the most recent Idaho Transportation Department's "Standard Specifications for Highway Construction" and must meet the most current ASTM standards for the specific material being delivered. The County may, at its discretion, randomly sample any or all loads to determine specifications compliance.

PENALTY

A penalty of twenty five percent (25%) of the total purchase price will be deducted from each LOAD not meeting specifications.

BIDDING RESPONSIBILITIES

The Bidder has carefully examined the specification and contract documents and also understands that all materials and services called for shall be for the bid price.

The Bidder will bill the different entities directly for any of the liquid asphalt and transportation ordered independently.

PIGGYBACK

The Bidder recognizes and agrees that this bid is available to other government agencies in accordance with Idaho Code. Counties, Cities, Highway Districts may piggyback on this bid for the period of 45 days from the date of the bid opening to the changing nature of the oil prices.

BID

The Bid is broken into sections. The product price is listed as Free on Board (FOB). The prices quoted are the product at Blackfoot, ID (you choose). If you bid on the freight, it is understood that the freight will be delivered anywhere in Power County. It is further understood that the freight price will be adjusted for each agency piggybacking off this bid. The spreading cost is a separate line item that may be used if needed. If there are additional or hidden costs, they must be disclosed at this time. The County has an option of accepting or awarding individual products, or segregating the bid by purchasing the oils, transportation, or spreading of the oil separately based upon the line item total from a Bidder for each agency.

TRANSPORTATION BID

Delivery fee per ton delivered to Power County \$ 29.75 /ton.

Bidder must attach an explanation discussing fuel surcharge rates and how they will be applied on transportation of the material.

SPREADING BID

Spreading fee per ton of oil \$ 56.00 /ton.

ASPHALT BID ITEMS

Product Only: FOB Location Blackfoot, ID (you choose)

Prices do not include freight and is the price per ton on doc.

Asphalt Type	\$/Ton on Dock
MC-500	845.00
MC-800	815.00
CRS-2	568.00
Quickseal 50	425.00

Asphalt Type	\$/Ton on Dock
CSS-1 OIL 50/50	440.00
QUICKSEAL 60	450.00

ALTERNATIVE ASPHALT BID ITEM

If the bidder has a product that is not on the Asphalt Bid Item listed above and would prefer to bid a product for piggyback purposes, the Bidder may place this below.

Product Only: FOB Location Blackfoot, ID (you choose)

Prices do not include freight and is the price per ton on doc.

Asphalt Type	\$/Ton on Dock
MC-250	865.00
SC-800	815.00
MC-3000	815.00
CHS-2	590.00
CHS-2P	605.00
COS-1HP	675.00
CRS-28	595.00

Asphalt Type	\$/Ton on Dock
CRS-2P	595.00
CRS-3P	625.00
CSS-1	568.00
CSS-1H	568.00
CSS-1H-OIL	440.00
DP-1	593.00
HFE-150	615.00

Asphalt Type	\$/Ton on Dock
HFE-300	640.00
PMRE	637.00

SIGNATURE

By signing this bid, the Bidder acknowledges that they have carefully checked all of the above figures, have read and understand all the accompanying bid documents and specifications and understands that Power County and/or any other officer thereof will not be responsible for any errors or omissions on the part of the undersigned submitting the bid.

Firm's Name Idaho Asphalt Supply, Inc.

Address P.O. Box 50538 Idaho Falls, ID 83405

Authorized Representative Signature

Title



Regional Account Manager

Print Name

Date

Adam Ackerman

February 12, 2024

PLEASE SEE ATTACHED FOR INCIDENTAL CHARGES.



PROCUREMENT MEMO

Meeting Date: Staff Member/Dept:

Agenda Item:

Recommended Motion:

"I move to approve Purchase Order for a not to exceed amount of \$86,200.62 with Idaho Traffic Safety for paint striping including crosswalks ."

Summary of Procurement Process:

Bidder	Bid Price
Idaho Traffic Safety	\$86,200.62
All Star Striping	\$93,593.51
Sunseal	No reply to invitation to bid, did not submit a bid
Pavement Specialties of Idaho	No reply to invitation to bid, did not submit a bid

Low Bid Contractor	Bid Price	Budget Account/Number
Idaho Traffic Safety	\$86,200.62	01-4310-6950 40

Background (if necessary):

<ul style="list-style-type: none">The City of Ketchum Street Department applies paint to City streets each spring as part of its normal state of good repair work. The work consists of repainting the existing street markings including crosswalks, bike path indicators, yellow and red curbs, turn arrows and handicap stencils.
<ul style="list-style-type: none">The work typically starts at the end of April and additional markings are added over new chip seal later in the season.
<ul style="list-style-type: none">Due to the staffing and equipment requirements involved in the paint striping and crosswalk stenciling work, the City of Ketchum has historically contracted out the work.
<ul style="list-style-type: none">Paint striping and crosswalk stenciling is included in the Streets Department budget and the Purchase Order is within the budgeted amount.

Sustainability Impact:

We have been using water base paints for many years now.

Attachments:

1. Purchase Order #24070
2. Award Letter
3. Independent Contractor Agreement 24070



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: 24070

To: 2495 IDAHO TRAFFIC SAFETY INC 3400 EAST SUNNYSIDE RD IDAHO FALLS ID 83406-7723	Ship to: CITY OF KETCHUM PO BOX 2315 KETCHUM ID 83340
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P. O. Date	Created By	Requested By	Department	Req Number	Terms
03/11/2024	KCHOMA	KCHOMA		0	

Quantity	Description	Unit Price	Total
1.00	PAINT STRIPING 2024 01-4310-6950 4310040	86,200.00	86,200.00
	SHIPPING & HANDLING		0.00
	TOTAL PO AMOUNT		86,200.00

Authorized Signature



CITY OF KETCHUM

City Hall

Office: 208.726.3841

participate@ketchumidaho.org

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

ketchumidaho.org

March 9, 2024

Dear Bidder,

Notice of Intent to Award Contract: **City of Ketchum – Streets Department – Paint Striping on City Streets**

Thank you for your response to the above-referenced **Paint Striping on City Streets**.

This letter is to notify you that the City has reviewed all bids and are recommending the bid be awarded to the lowest responsive bidder, **Idaho Traffic Safety**.

Any participating bidder has the right to protest this recommendation. Idaho State Statute provides that:

If any participating bidder objects to such award, such bidder shall respond in writing to the notice from the political subdivision within seven (7) calendar days after the date of transmittal of the notice setting forth in such response the express reason or reasons that the award decision of the governing board is in error.

The protest shall be addressed to the Ketchum City Clerk. Any protest addressed to the Ketchum Mayor and/or City Council will be referred to the Ketchum City Clerk.

Thank you for your interest in meeting the needs of the City of Ketchum. Your participation in the process is appreciated.

Trent Donat

City Clerk & Business Manager

tdonat@ketchumidaho.org

208-726-3841



City of Ketchum

INDEPENDENT CONTRACTOR AGREEMENT 24070 WITH IDAHO TRAFFIC SAFETY FOR PAINT STRIPING SERVICES

This Independent Contractor Agreement (“Agreement”) is made and entered effective to the 18th day of March 2024, by and between the City of Ketchum, an Idaho municipal corporation (“City”), and Idaho Traffic Safety (“Contractor”).

FINDINGS

- A. The City is a municipal corporation duly organized and existing under the laws of the State of Idaho.
- B. The City is empowered to enter into contracts and take such steps as are reasonably necessary to maintain the peace, good government and welfare of the City. Idaho Code §50-301 *et seq.*
- C. The City conducted a bidding process for paint striping services for 2024; the Invitation to Bid and accompanying documents are hereby incorporated by this reference.
- D. Contractor independently provides certain professional services which may be beneficial and of use for the general welfare of the City, and Contractor submitted a responsive bid to the City.
- E. The City finds that it is economical and efficient and that is in the best interests of the City to contract with Contractor for certain services as set forth herein (“Services”).

NOW, THEREFORE, the Parties enter into this Agreement according to the following terms and conditions:

- 1. **Description of Services.** The Scope of Services, including required completion dates, is described in the Invitation to Bid, Addendum 1, and Idaho Traffic Safety Quote (bid) posted by the City and attached to this Agreement as Exhibit A.
- 2. **Payment for Services.** In exchange for the Services, the City shall pay Contractor Not to Exceed Amount of \$86,200.62 (Exhibit A – Idaho Traffic Safety Quote (bid)).
- 3. **Term.** The term of this Agreement shall be through the duration and conclusion of the Services, not to exceed one year from the date of this Agreement. This term may be renewed or extended upon further written agreement between the parties.
- 4. **Independent Contractor.** Contractor performs the Services hereunder solely and exclusively as an independent contractor. Contractor is not an employee, servant, agent, partner, or joint venture of the City. The City will determine the projects or Services to be done by Contractor, but Contractor will determine the legal means by which it accomplishes the work specified by the City. This Agreement shall not be construed to create or establish any employee-employee relationship

between the City and Contractor or make Contractor eligible for any City employment benefits. Contractor is solely responsible for all withholding and payment of all applicable federal, state, and local income or payroll taxes of any kind.

5. **Performance and Warranty.** Contractor will provide its own tools and equipment as needed to perform the Services. Contractor warrants that all equipment used to perform this Agreement will function safely, properly, and efficiently. Contractor warrants that all services will be timely performed in a safe, professional, and workmanlike manner.
6. **Indemnification.** Contractor releases, holds harmless, and agrees to indemnify City from and against all claims, suits, damages (including, without limitation, damages to persons and property including deaths, and all tax responsibilities), costs, losses, and expenses, in any manner related to or arising from the acts or omissions of Contractor, its managers, members, directors, officers, shareholders, agents, and employees.
7. **Licensing.** Contractor represents that Contractor possesses the requisite skill, knowledge, and experience necessary to perform the Services. Contractor represents it has or agrees to obtain and maintain all necessary registrations, licenses, and insurance as may be required by the State of Idaho for the performance of the Services under this Agreement.
8. **Insurance.** Contractor is not covered by the City's liability insurance policy. Contractor shall carry and maintain liability insurance in the following minimum amounts:

General liability	\$1,000,000.00 per occurrence; \$2,000,000.00 aggregate.
Commercial Auto	\$1,000,000.00
Professional Liability	\$1,000,000.00
Worker's Compensation	As required by the State of Idaho, and not less than \$1,000,000.00

Proof of said insurance shall be provided to City. Each policy of insurance required shall provide for no less than thirty-day advance notice to City prior to cancellation. In addition, the City shall be named "Additional Insured" by all contractors and subcontractors.

9. **Notice.** All notices under this Agreement shall be in writing and addressed as follows:

CITY:
City of Ketchum
Attn: City Administrator
P.O. Box 2315
191 5th St., West
Ketchum, ID 83340

CONTRACTOR
Idaho Traffic Safety
Dustin Smith, Bid Estimator
3400 East Sunnyside Road
Idaho Falls, ID 83406
dsmith@idahotrafficsafety, (208) 522-4470

10. **Compliance with Laws/Public Records.** Contractor, its managers, members, directors, officers, shareholders, agents, and employees shall comply with all federal, state and local laws, rules, and ordinances. This Agreement does not relieve Contractor of any obligation or responsibility imposed upon Contractor by law. Without limitation, Contractor hereby acknowledges that all writings and

documents, including without limitation email, containing information relating to the conduct or administration of the public's business prepared by Contractor for City regardless of physical form or characteristics may be public records pursuant to the Idaho Public Records Act. Contractor further acknowledges that, subject to certain limitations, the public may examine and take a copy of all such public writings and records. Accordingly, Contractor shall maintain such writings and records in such a manner that they may readily identified, retrieved and made available for such inspection and copying. Should Contractor wish to claim an exemption to disclosure on any record, Contractor shall identify such in advance and assume all costs of defense on any associated legal action to defend such claimed exemption from disclosure.

11. Non-Assignment. Contractor hereby acknowledges that City has agreed to enter this Agreement based in part on Contractor's unique skills and reputation for professional work. Accordingly, Contractor may not assign, subcontract, or transfer in any manner this Agreement or any of Contractor's right, title or interest in or to this Agreement without the prior written consent of City.
12. Amendments. This Agreement may only be changed, modified, or amended in writing executed by all parties.
13. Non-Waiver. The failure of either party to exercise any of its rights under this Agreement at any time does not constitute a breach of this Agreement and shall not be deemed to be a waiver of such rights or a waiver of any subsequent breach.
14. Headings. The headings in the Agreement are inserted for convenience and identification only and are in no way intended to describe, interpret, define, or limit the scope, extent, or intent of this Agreement or any provision hereof.
15. Attorney Fees and Costs. In the event that either party hereto is required to retain the services of an attorney to enforce any of its rights hereunder, the non-prevailing party shall pay to the prevailing party all reasonable costs and attorney fees incurred in such enforcement, whether or not litigation is commenced and including reasonable costs and attorney fees on appeal.
16. Governing Law. This Agreement shall be governed by the laws of the State of Idaho. Venue shall be in the Fifth Judicial District, Blaine County, Idaho.
17. Entire Agreement. This Agreement contains the entire Agreement between the parties respecting the matters herein set forth and supersedes any and all prior Agreements between the parties hereto respecting such matter.
18. Severability. If any part of this Agreement is held to be invalid or unenforceable, such part shall be considered as stricken and the rest of this Agreement shall continue in full force and effect and so as to preserve the agreement and intent to the fullest possible extent.
19. Execution and Signatures. This Agreement may be executed simultaneously in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

20. Authority. The parties executing this Agreement warrant, state, acknowledge, and affirm that they have the authority to sign the same and to bind themselves to the terms contained herein.

IN WITNESS WHEREOF, the Parties execute this Agreement.

CITY OF KETCHUM

IDAHO TRAFFIC SAFETY, CONTRACTOR

Neil Bradshaw, Mayor

Authorized Signatory *[Print Name and Signature]*

ATTEST:

Trent Donat
City Clerk

APPENDIX A



CITY OF KETCHUM | STREETS & FACILITIES

Ramsy Hoehn | Street Superintendent

office: 208.726.7831 | fax: 208.726.7843

rhoehn@ketchumidaho.org

P.O. Box 2315, 200 10th Street, Ketchum, ID 83340

ketchumidaho.org

INVITATION TO BID

The City of Ketchum is accepting bids for paint striping on city streets. Bids will be received until 2:00 p.m. local time on February 27, 2024. Bids will be opened at City Hall (191 5th Street West, Ketchum) by Trent Donat, City Clerk, on February 27, 2024, at 2:00pm.

Email bids to Trent Donat at tdonat@ketchumidaho.org and copy Ramsy Hoehn at rhoehn@ketchumidaho.org and Kelli Trapp at ktrapp@ketchumidaho.org.

A Public Works License is required for any contractor submitting bids for this work. Please submit a copy of license with bid documents.

(NEW) Stenciled Crosswalks on Sun Valley Road and 4th Street. See Street Dept for details. 24 EACH

CROSSWALKS AND BIKE LANE TO BE COMPLETED BY MAY 20

- CROSSWALKS-24-INCH STRAIGHT BARS 157 EACH
- CROSSWALKS ARE 8 to 9-FEET WIDE AND APPROX. 65 FEET LONG 38 EACH
 - (24" to 48" between bars depending on street width (Continental, 38 EACH)
- CROSSWALKS WITH DIAGONAL CROSSING 2 EACH

ADDITIONAL BIKE PATH WORK

- 5-BAR TRIANGLE FOR ROAD 15 EACH
- 5-BAR TRIANGLE FOR BIKE PATH 23 EACH
- SMALL BIKE STENCIL FOR BIKE LANES 12 EACH
- LARGE XING FOR ROAD 19 EACH
- CAUTION FOR BIKE LANE 23 EACH
- SMALL SPEED LIMIT SIGN FOR BIKE LANE 52 EACH
- STOP AHEAD 1 EACH
- 6-INCH WHITE LINE 9,525 FT

REMAINDER OF PAINT STRIPING SHALL BE COMPLETED BY JUNE 1

- YELLOW CURB 200 LINEAR FT
- CENTER-LINE STRIPING, 4-INCH DOUBLE YELLOW 59,593 LINEAR FT
 - (Left of centerline is measured by single 4-inch line)

- EDGE-LINE STRIPING, 4-INCH SINGLE WHITE 9,516 LINEAR FT
- PARKING STRIPE, 4-INCH SINGLE YELLOW 27,300 LINEAR FT
- STOP BARS, 24 INCH X 12 FEET 168 EACH
 - (Do not paint stop bars at non-crosswalk painted intersections)
- STOP STENCILS, 48-INCH-HIGH LETTERS 10 EACH
- HANDICAP STENCILS, WHITE ON BLUE 40 EACH
- TURN ARROWS (ONLY) 10 EACH
- STRAIGHT/TURN ARROWS (ONLY) 34 EACH
- SHARROWS 43 EACH
- CHEVRONS PAINTED ON SPEED BUMPS 8 EACH

Chip Seal Work List

- Chip Sealing will be in the residential areas this year and should minimally impact street painting. Please check with the Street Department for details.
- Painting in high traffic/parking areas needs to be completed from 8:00pm to 7:00am, depending on traffic.

Quality Control:

Paint lines shall be straight and not varying more than one inch in ten feet. Contractor will be responsible for quality control. All paint striping shall comply with current MUTCD standards unless otherwise noted by the owner.

Above values are approximate and subject to change. Paint thickness shall be no less than 300 linear feet per gallon on a four-inch line. Glass beads shall be used on centerlines, fog lines and crosswalk striping.

The City of Ketchum reserves the right to award the bid in whole or part in the best interest of the City.

Traffic control is the responsibility of the contractor.

Please contact Trent Donat at Tdonat@ketchumidaho.org and copy Ramsy Hoehn at rhoehn@ketchumidaho.org and Kelli Trapp at ktrapp@ketchumidaho.org with questions.



Paint Striping on City Streets

Addendum 1
February 22, 2024

To All Potential Bidders: This addendum details revisions to the previously issued Request for Bid and is hereby made part of the bid documents.

Please note bid should reflect pricing for the repainting of a quantity of 157 Standard Ladder Style Crosswalks and a quantity of 38 Continental Style Crosswalks.

Due to this clarification, the bid submission deadline has been adjusted from Tuesday, February 27, at 2 PM to Friday, March 1, at 2 PM.

End of Addendum

Quote



IDAHO TRAFFIC SAFETY

3400 East Sunnyside Road
Idaho Falls, Id 83406
DBE Certified

Fax: (208) 522-6521

Phone: (208) 522-4470

Date:

2/23/2024

Number of pages
including this cover
sheet:

3

Regarding:

City of Ketchum 2024 - Updated

Item	Description	Quantities / EA or LF	Unit Price	Extended
1	Continental Style Crosswalks, 24" Straight Bars, Aprox 9' Wide Aprox 65' Long	38	\$ 190.00	\$ 7,220.00
2	Standard Ladder Style Crosswalks, 24" Straight Bars	157	\$ 110.00	\$ 17,270.00
3	Stencil Crosswalks On Sun Valley Rd	24	\$ 650.00	\$ 15,600.00
4	Do Not Block 48" Tall Letters	0	\$ 55.00	\$ -
5	Crosswalks with Diagonal Crossing	2	\$ 85.00	\$ 170.00
6	Double Yellow Centerline Sun Valley Rd Main to Spruce	0	\$ 0.18	\$ -
7	Turn Arrows	0	\$ 25.00	\$ -
8	White Turn Lane	0	\$ 0.25	\$ -
Additional Bike Path Work			Subtotal	\$ 40,260.00
9	5 Bar Triangle Road	15	\$ 28.00	\$ 420.00
10	5 Bar Triangle Bike Path	23	\$ 22.00	\$ 506.00
11	Small Bike Stencil For bike Path	12	\$ 28.00	\$ 336.00
12	Large Bike Stencil for Road	0	\$ -	\$ -
13	Large X-ing	19	\$ 28.00	\$ 532.00
14	6" fog line	9,525	\$ 0.32	\$ 3,048.00
15	Caution for Bike Lane	23	\$ 22.00	\$ 506.00
16	Small Speed Limit Sign for Bike Lane	52	\$ 37.00	\$ 1,924.00
17	Stop Ahead	1	\$ 47.00	\$ 47.00
Items 1 - 17 need to be completed by May 20th			Subtotal	\$ 7,319.00
18	Yellow Curb Misc (As Directed)	200	\$ 1.55	\$ 310.00
19	Red Curb Misc (As Directed)	0	\$ 2.50	\$ -
20	Center Line Striping 4" Double Yellow (If is measured by single line)	59,593	\$ 0.18	\$ 10,726.74
21	Edge Line Striping 4" White	9,516	\$ 0.18	\$ 1,712.88
22	Parking Stripe, 4" Yellow	27,300	\$ 0.27	\$ 7,371.00
23	Stop Bars, 24" x 2' long (don't paint bars at noncrosswalk painted Intersections)	168	\$ 27.00	\$ 4,536.00
24	STOP Stencils, 48" Letters	10	\$ 30.00	\$ 300.00
25	Handicap Stencils, White on Blue	40	\$ 47.00	\$ 1,880.00
26	Turn Arrows (Only)	10	\$ 25.00	\$ 250.00
27	Straight / Turn Arrows (only)	34	\$ 30.00	\$ 1,020.00
28	Fogline Striping 8" White	0	\$ 0.32	\$ -
29	Sharrow's	43	\$ 25.00	\$ 1,075.00
30	Chevrons Painted on Speed Bump	8	\$ 55.00	\$ 440.00
31	Mobilization Fee Lump Sum	1	\$ 9,000.00	\$ 9,000.00
Items 18 - 30 need to be completed by June 1st			Subtotal	\$ 38,621.62
			Combined Subtotal	\$ 86,200.62

Notes:

1. All Prices per application, if the bike path is requested to be painted in May and then again after the seal coating season, that would be counted as 2 applications. Subjecting City to an additional bill price.
2. All scheduling requires 48-hour business day notice.
3. I acknowledge all addendums for this quote.
4. The suggested subtotal price is for the job projection and is **NOT** the final bill price.
 - a. If there is a discrepancy between the Unit Price and the Extended Price, the unit price is the correct price.
 - b. The combined subtotal at the bottom does not include any added or subtracted painting at the request of the city forces.
5. Pavement Markings.
 - a. Price includes layout, striping, hatching, and HC symbol.
 - b. Painting between September 30th and April 30th voids all paint warranty.
 - c. Painting between September 30th and April 30th there is a cold weather painting fee of \$ 200.00.
 - d. We do not paint & / or lay thermoplastic on wet / dirty surfaces; it is not our responsibility to dry or clean the surface.
 - e. For truck painting, if the temperatures are below 40 degrees, we will be unable to paint without sustaining damage to the working parts of our paint truck and having serious failures. Hand striping cannot be performed if the temperature is 35 or below. Hence, we will be unable to paint in those conditions.
 - f. Due to material shortages paint for both the hand striping crew and the paint truck are in limited supply and applying paint to a new project may be delayed for those reasons. We cannot guarantee to have paint in stock at the time that painting is required at this time.
 - g. If you call us and say you are ready for painting, and we show up and find that equipment and building materials are in the way, there will be an additional mob fee charged per trip we must make to finish all parking lot areas.
 - h. Additional trips are \$1,500.00 / trip requested, i.e. additional painting not on additional bid.
6. Price does not include Arrowboards, traffic control, flaggers, speed trailers, portable traffic signals, crash cushions, light plants, recording of pavement markings, rolling stops.
7. If this is a rebid, all previous bids are null and void.
8. This quote expires in 45 days.
9. If there is over a 3% increase on materials, then the costs will be passed onto the General Contractor, or the Owner of the project.

Questions or Comments,

Dustin Smith
TCS, TCDS
Bid Estimator
(208) 522-4470
dsmith@idahotrafficsafety.com

Luke Mecham
208-716-2924
All Painting Scheduler
luke@idahotrafficsafety.com

Agreement to above terms:

Job Title: _____ Date: _____

Print Name: _____ Signature: _____



City of Ketchum

CITY COUNCIL MEETING AGENDA MEMO

Meeting Date: Staff Member/Dept:

Agenda Item:

Recommended Motion:

I move to approve Purchase Order #24071, Task Order # 05 to the Master Services Agreement with HDR Engineering, Inc, for detailed design of the Solids Dewatering Facilities at the Ketchum/SVWSD Wastewater Treatment Plant with a not to exceed amount of \$486,760.00."

Reasons for Recommendation:

- This is the next step in the WWTP CIP schedule.
- Preliminary engineering and design have been submitted to and approved by DEQ.
- Process changes resulting from this upgrade will meet biosolids dryness requirements for composting and eliminate costly biosolids disposal practices now in place.

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

Sustainability Impact:

None OR state impact here: The new equipment and process will produce biosolids that we will be able to have composted rather than disposing of in the landfill. Reduced fuel consumption will be realized by being able to haul a less heavy product for shorter distances.

Financial Impact:

None OR Adequate funds exist in account:	Adequate funds for this design package are in the FY24 Wastewater CIP budget. This is a capital improvement expense which will be shared equally with the Sun Valley Water and Sewer District.
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Attachments:

1. Purchase Order #24071
2. HDR Task Order #05



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: 24071

To: 2319 HDR ENGINEERING, INC. BOX 74008202 CHICAGO IL 60674-8202	Ship to: CITY OF KETCHUM PO BOX 2315 KETCHUM ID 83340
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P. O. Date	Created By	Requested By	Department	Req Number	Terms
03/11/2024	KCHOMA	KCHOMA		0	

Quantity	Description	Unit Price	Total
1.00	TASK ORDER #5 - SOLIDS DEWATERING DES 67-4350-7818	486,760.00	486,760.00
	SHIPPING & HANDLING		0.00
	TOTAL PO AMOUNT		486,760.00

Authorized Signature

EXHIBIT A
TASK ORDER #05

This Task Order pertains to the Master Services Agreement by and between **City of Ketchum, ID / Sun Valley Water & Sewer District, Sun Valley, ID** ("OWNERS"), and **HDR Engineering, Inc.** ("ENGINEER" or "HDR"), dated **May 1, 2023**, ("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 both parties. Upon execution, this Task Order shall supplement the Agreement as it pertains to the project described below.

TASK ORDER NUMBER: Task Order #05

PROJECT NAME:

Ketchum / SVWSD Water Reclamation Facility (WRF) – Solids Dewatering Detailed Design

PART 1.0 TASK ORDER DESCRIPTION:

Provide detailed design for solids dewatering system upgrades as described in the Preliminary Engineering Report (PER):

1. Solids Handling PER_dated 09/29/2023

PART 2.0 SCOPE OF SERVICES TO BE PERFORMED BY ENGINEER:

See Exhibit A.

PART 3.0 OWNER'S RESPONSIBILITIES:

See Exhibit A.

PART 4.0 PERIOD OF SERVICE:

February 2024 – December 2024

PART 5.0 ENGINEER'S FEE:

See Exhibit A for fee breakdown.

Task Order #05: Solids Dewatering Detailed Design

\$486,760.00

PART 6.0 OTHER: N/A

This Task Order #05 is executed this _____ day of _____, 2024.

CITY OF KETCHUM, ID

“OWNER”

BY: _____

NAME: Neil Bradshaw

TITLE: Mayor

ADDRESS: City of Ketchum
 P.O. Box 2315 (191 5th St. W.)
 Ketchum, ID 83340

**SUN VALLEY WATER & SEWER
DISTRICT (SVWSD)**

“OWNER”

BY: _____

NAME: Jim Loyd

TITLE: Chairman

ADDRESS SVWSD
: P.O. Box 2410
 Sun Valley, ID 83353

HDR ENGINEERING, INC.

“ENGINEER”

BY: _____

NAME: Jon Osier

TITLE: Vice President

ADDRESS: HDR
 412 E. Parkcenter Blvd,
 Suite 100
 Boise, ID 83706

EXHIBIT A
TASK ORDER NO. 05
ENGINEERING SERVICES
SOLIDS DEWATERING
DETAILED DESIGN
CITY OF KETCHUM / SUN VALLEY WATER & SEWER DISTRICT

Background

The Ketchum/SVWSD of Ketchum and the Sun Valley Water & Sewer District (Ketchum/SVWSD) jointly own and operate a wastewater treatment plant (water reclamation Facility or WRF) that serves Ketchum and Sun Valley residents. The plant is an extended aeration activated sludge process that consists of screening, grit removal, aeration basins, secondary clarification, filtration, and ultraviolet (UV) disinfection. The solids dewatering facilities include an aerobic digester and gravity sludge thickener (GST).

The Wastewater Facility Planning Study (FPS) completed in 2022 by HDR identified upgrades needed at the WRF for a 20-year planning period (through year 2042). The major near-term improvements identified for the initial 5-years (2022 – 2027):

- Aeration Upgrades (2024 – 2025)
 - Blower replacement and activated sludge conversion to Modified Ludzach-Ettinger or MLE. Predesigns completed in 3/16/2023 and 3/20/2023.
 - Design complete January 10, 2024
 - Bid date February 28, 2024
 - Construction starting in Spring 2024 and going thru Summer 2025.
- Solids Dewatering (2024 – 2027)
 - PER complete.
 - Design – this task order
 - Construction starting in Spring 2025

The Preliminary Engineering Report (PER) for Solids Handling was finalized on September 29, 2023 and approved by DEQ on October 17, 2023. The Solids Handling PER described conversion from liquid waste biosolids hauling to dewatered biosolids hauling. This minimizes the required drying bed area used at the Ohio Gulch drying beds and allows biosolids composting. The PER construction elements for solids dewatering included: 1) GST demolition, 2) divider walls and covers for existing digester, 3) screw press dewatering, 4) new dewatering building, and 5) demolition of existing yard piping phased out of service from the improvements.

The PER provided approximately 30 percent (%) design detail. The Solids Dewatering project will use a design-bid-build project delivery method. This Task Order advances the design details and produces contract documents (drawings and specifications) for the bidding of the Solids Dewatering project. The detailed design is broken into several stages to allow Owner input at

60% and 90% completion level. At the conclusion of the 90% design, an opinion of probable construction cost (OPCC) will be prepared. The final design (100%) produces the contract documents used by Ketchum/SVWSD to bid and construct the project. Final design documents also require review by DEQ prior to construction.

The following scope of services describes the engineering services required to prepare contract documents for the Solids Dewatering Project including civil, structural, architectural, mechanical, and electrical/controls.

Proposed Scope of Services

The purpose of this scope of services is to provide Ketchum/SVWSD with a detailed design (contract documents) defining Solids Dewatering including: miscellaneous demolition, existing digester modifications, yard piping, a new solids dewatering building with truck loadout, screw press dewatering, pumping and conveying systems, electrical room within building, and associated structural, architectural, plumbing, HVAC, and electrical/controls.

The proposed scope of services for the Solids Dewatering detailed design includes the following tasks.

Task 100: Project Management

Objective

Objectives: Manage the detailed design phase of the project to meet schedule, engage Ketchum/SVWSD personnel during design development, and to meet quality and cost objectives.

HDR Subtasks

- Communicate with Ketchum/SVWSD and the project team through telephone calls and email communications.
- Monitor team scope, budget, and schedule; delegate task assignments and responsibilities by discipline; and coordinate information requests with Ketchum/SVWSD's WRF Supervisor.
- Conduct twice-monthly design coordination conference calls between HDR project manager and Ketchum/SVWSD project team leader (up to twelve (12) meetings with approximate duration one half hour). Prepare agenda and notes for meetings.
- Prepare monthly progress reports and invoices that summarize the work progress to date, budget expenditures to date, and identify work completed during the previous month.

Ketchum/SVWSD Involvement

- Interface with Consultant on project issues.

Assumptions

- Monthly progress reports/invoices for the duration of the project (total project duration less than 8 months).
- If the scope changes during the life of the project, modification to the original contract agreement will be required per the terms and conditions of the agreement.
- Invoice format will follow standard format by the Consultant.
- Direct expenses for travel and printing will be billed to Owner (with 10% markup).

Deliverables

- Progress reports and invoices (e-mail and 1 hard copy each month).
- Conference call agenda and notes (electronic file in .pdf format transmitted via e-mail).

Task 200: Detailed Design, 60% Completion

Objective

The basis (and preliminary details) of the detailed design is found in the PER prepared for this upgrade: Solids Handling Preliminary Engineering Report.

The Detailed Design will provide a comprehensive set of design documents for review by Ketchum/SVWSD. This subtask provides the Ketchum/SVWSD the ability to influence the features of the design. The engineering design requirements for the Solids Dewatering shall meet the Idaho Code (IDAPA 58.01.16 Section 480: Facility and Design Standards for Municipal Wastewater Treatment or Disposal Facilities; Sludge Processing, Storage, and Disposal) and industry engineering standards.

Approach

Advance the design of the Solids Dewatering project from the PER stage (30 percent completion) to approximately the 60 percent completion with project definition on civil, yard piping, structural, architectural, process mechanical, plumbing HVAC, electrical and instrumentation/control. The duration of this design phase is estimated to be approximately 3 months.

- Geotechnical site investigation is included in this task for structural foundation recommendations for the new solids dewatering building. One boring to 25 feet and geotechnical report to include earthwork, foundation, floor slab, lateral earth pressures and seismic design criteria.

- Review recent survey work by Galena-Benchmark to confirm adequate information for detailed design. Minor additional survey work by Phillips Survey is assumed to be required and included in this subtask.
- Update Process & Instrumentation Diagrams (P&ID) for new solids dewatering process will be added to the existing P&IDs for the WRF.
- Develop drawings that define the size, configuration, and key features of the project components defined in the PER for the dewatering upgrade. The number of sheets assumed for each area is shown below in parentheses (the estimated full list of sheets is found in subtask 300 of this scope of work. The 60 percent completion level will produce some sheets fully developed while other sheets are partially developed and some not yet completed.
 - General and Civil Drawings (10 sheets)
 - Structural & Architectural Drawings (10 sheets)
 - Process/Mechanical/HVAC Drawings (15 sheets)
 - Electrical (5)
 - P&IDs and Controls Drawings (5 sheets):
- Develop a table of contents (TOC) for the specifications sections estimated to be required. Develop draft level front end specifications (division 00 and 01) and technical specifications divisions 40 and 46.
- Develop Owner Furnished Equipment (OFE) procurement packages to “bid ready” level.
 - Screw Press
 - Conveyor
 - Sludge Pumps
- OFE bidding services included responding to bidder inquiries, preparing addenda to OFE pre-procurement documents, evaluating bids, and preparing recommendation for award.
- Develop comprehensive equipment list including equipment data and electrical requirements. Including equipment and instrument tagging.
- Prepare service load calculations, interior lighting, power distribution plans, energy compliance documents (for lighting systems), prepare P&ID’s to document the process changes and the control system, prepare process control narratives for system control, prepare network diagram showing control system overview and related components, prepare cable schedule detailing control wiring, and prepare control panel layouts (including bill of materials and schematics for UL listing panel construction).
- Coordination of fire alarm system elements for compliance with NFPA 820 fire alarm system for the new building.
- Update construction sequencing plan and implementation schedule previously developed for the PER. Collect additional data on costs for integration into the revised OPCC (Task 300).
- Provide technical quality control review by HDR senior design staff.
- 60 percent design development will include a draft submittal to the Ketchum/SVWSD for review and comment.

- Conduct up to one (1) review meeting with Ketchum/SVWSD staff and up to two (2) Consultant staff members to discuss Ketchum/SVWSD comments on draft 60 percent submittal.
- Document decisions made during the review in meeting notes.

Ketchum/SVWSD Involvement

- Host a kickoff meeting at the wastewater treatment plant.
- Provide geotechnical reports from past construction projects at the plant site.
- Provide survey and topographic information from past construction project at the plant site in AutoCAD format.
- Review equipment procurement contract.
- Perform a timely review of draft submittal and single set of reconciled review comments. HDR's schedule includes an allowance of up to two (2) weeks for Ketchum/SVWSD review of the draft submittal.
- Ketchum/SVWSD will download Navisworks Freedom (free software) to review the 3D BIM model.
- Participate in the review meeting.
- Participate in six (6) conference call review meetings (every 2 weeks).

Assumptions

- Geotechnical investigation is included in this Scope of Services.
- The design will be completed using 3D building information modeling (BIM) software.
- Drawings will be prepared per HDR standards, and specifications will be prepared using the six-digit format of the Construction Specifications Institute (CSI). Front-end specifications will be based upon Engineers Joint Contract Documents Committee (EJCDC) construction contract documents, latest version.
- The design will incorporate HDR and Ketchum/SVWSD engineering and equipment standards to maintain consistency and compatibility with the Ketchum/SVWSD's facilities.
- HDR excludes incorporation of OT Cybersecurity within the design. Where provided Owner standards shall be applied, however, any further risk evaluation or development of cybersecurity mitigations is excluded.
- Two (2) HDR staff (PM, EIT) plus electrical engineer (DC Engineering) will attend the kick-off meeting at the plant which is assumed will require 8 hours, including travel time.
- Conference calls on two-week frequency schedule shall be approximately 30 - 45 minutes in duration attended by PM, EIT, Structural, and Electrical.
- HDR's quality assurance manual and design delivery manual will provide the basis of the quality control program.

- Duration of the 60 percent design completion is approximately 3 months.
- Reference for the 60 percent design shall be from the DEQ approved PER.
- Three (3) HDR staff (PM, EIT, structural) will attend the 60% design review meeting by web-based conference call, estimated duration two (2) hours.
- Engineer will prepare and distribute review meeting minutes within seven calendar days of meeting completion date.
- Owner requested changes after the 60 percent design phase will be negotiated via additional services.
- Direct expenses for travel and printing will be billed to Owner (with 10% markup).

Deliverables

- 60 Percent 3D BIM model (electronic file in Navisworks format transmitted via e-mail).
- 60 Percent Design Drawings (electronic file in .pdf format transmitted via e-mail).
- 60 Percent Specifications Table of Contents and draft sections of:
 - Division 00 – Procurement and Contracting Requirements
 - Division 01 – General Requirements
 - Division 40 – Process Interconnections
 - Division 46 – Water and Wastewater Equipment

Delivered as electronic file in .pdf format transmitted via e-mail.

- Updated equipment list and construction sequencing plan (electronic files .pdf format).
- Four (4) design team / Owner team meetings with agenda and notes in .pdf format transmitted via e-mail. One meeting on-site (kick-off) and other three meetings remotely via web-based conferencing tools.
 - Initial kickoff meeting,
 - Meeting at end of month one,
 - Meeting at end of month two, and
 - 60% review meeting at end of month three.

Task 300: Detailed Design, Final Completion

Objective

Provide a comprehensive set of design documents to allow thorough review by Ketchum/SVWSD at the 90% completion stage. Upon incorporation of Owner review comments, the deliverable (drawings and specifications) will be signed and sealed by the appropriate registered engineers/architects. The contract documents can then be submitted to Idaho DEQ for conformance with Idaho code. Once approved by DEQ, Ketchum/SVWSD will have contract documents available in electronic format for bidding the project construction.

Approach

Advance the design of the Solids Dewatering project from the Owner approved 60% completion stage (Task 200 above) to approximately 90% completion. The duration of this design is estimated to be approximately 3 months. The 90% completion shall include greater definition of previous civil, structural, architectural, process mechanical, HVAC, electrical and instrumentation / control. After review of the 90% design package with Ketchum/SVWSD (2-week review period), the Final Documents will be prepared. The duration for preparation of final documents is estimated to require an additional two weeks.

- Prepare equipment procurement contract including specifications and drawings.
- Prepare final drawings that define the size, configuration, process control and key features of the project components.
- Control panel layouts, bill of materials, and schematics developed after finalized P&ID and controls narratives.
- Prepare final front end specifications.
 - Division 00 – Procurement and Contracting Requirements
 - Division 01 – General Requirements
- Prepare technical specifications.
 - Division 03 – Concrete
 - Division 04 – Masonry
 - Division 05 – Metals
 - Division 06 – Wood, Plastics, and Composites
 - Division 07 – Thermal and Moisture Protection
 - Division 08 – Openings
 - Division 09 – Finishes
 - Division 23 – Heating, Ventilating, and Air Conditioning
 - Division 26 – Electrical
 - Division 31 – Earthwork
 - Division 32 – Exterior Improvements
 - Division 40 – Process Interconnections
 - Division 43 – Process Gas and Liquid Handling, Purification, and Storage Equipment
 - Division 46- Water and Wastewater Equipment
- Prepare final opinion of probable construction cost, Class 2.
- Provide technical quality control review of final submittal.
- Equipment procurement contract and final design development will each include a draft submittal (90%) to Ketchum/SVWSD for review and comment.

- Conduct up to one (1) review meeting with Owner staff and up to two (2) Consultant staff members to discuss Ketchum/SVWSD comments on 90% submittal.
- Submit final design package to Idaho Department of Environmental Quality (DEQ) for review and approval.

Ketchum/SVWSD Involvement

- Perform a timely review of submittal and will provide a single set of reconciled review comments. HDR's schedule includes an allowance of up to two (2) weeks for Ketchum/SVWSD review of the submittal. Any duration longer than this will result in an HDR schedule adjustment.
- Ketchum/SVWSD will download Navisworks Freedom (free software) to review the 3D BIM model.
- Participate in the review meeting.

Assumptions

- Drawings will be prepared per HDR standards and specifications will be prepared using the six-digit format of the Construction Specifications Institute (CSI).
- The design will incorporate Consultant and Owner engineering and equipment standards to maintain consistency and compatibility with the Owner's facilities.
- HDR excludes incorporation of OT Cybersecurity within the design. Where provided Owner standards shall be applied, however, any further risk evaluation or development of cybersecurity mitigations is excluded.
- Programming/integration services are not included and are assumed to be Owner furnished using the plant's contracted SCADA and programming contractor, Banyan Technologies.
- Project delivery assumes conventional design-bid-build project delivery method.
- No separate value engineering tasks are included.
- Besides separate packages for Owner Furnished Equipment (OFE) defined above in Task 200, the remainder of the drawings and specifications will be prepared for a single construction lump sum bid.
- Review meeting will be conducted at the Wastewater Treatment Plant and will last up to three (3) hours.
- Consultant's quality assurance manual and design delivery manual will provide the basis of the quality control program.
- Up to 76 drawings (+/- 5 percent) will be prepared for the Solids dewatering Improvements Project. The estimated drawing list is listed below.

ESTIMATED DRAWING LIST

1	G-1	Location, Sheet Index
2	G-2	General Legend
3	G-3	General Abbreviations
4	G-4	Equipment List and Design Criteria
5	C-1	Overall Site Plan; Construction Staging & Survey Control
6	C-2	Enlarged Site Plan
7	C-3	Yard Piping Plan
8	C-4	Civil Details
9	XD-1	Demolition Plan; Digester Building
10	XD-2	Demolition Plan: GST
11	XD-3	Demolition Sections & Details; GST
12	S-1	Structural General Notes
13	S-2	Digester Divider Wall & Cover Support Beams Plan
14	S-3	Digester Divider Wall & Cover Support Beams Sections & Details
15	S-4	Dewatering Building Basement Foundation Plan
16	S-5	Dewatering Building Main Level Foundation Plan
17	S-6	Dewatering Building Roofing Plan
18	S-7	Dewatering Building Roofing Sections
19	S-8	Dewatering Building Foundation Sections
20	S-9	Dewatering Building Wall Sections
21	S-10	Misc Sections & Details
22	S-11	Details
23	S-12	Details
24	A-1	Code Compliance
25	A-2	Dewatering Building Isometric - Outside View
26	A-3	Dewatering Building Elevation Views (North and South)
27	A-4	Dewatering Building Elevation Views (East and West)
28	A-5	Dewatering Building Misc. Architectural Details and Schedules (Doors)
29	D-1	Digester Cover
30	D-2	Dewatering Building Iso - Lower Level
31	D-3	Dewatering Building Iso - Upper Level
32	D-4	Dewatering Building Lower Level Plan & Sections
33	D-5	Dewatering Building Lower Sections
34	D-6	Dewatering Building Upper Level Plan
35	D-7	Dewatering Building Upper Level Sections
36	D-8	Dewatering Building Upper Level Sections & Details
37	D-9	Misc Sections
38	D-10	Sections & Details
39	D-11	Standard Details
40	D-12	Standard Details

41	M-1	Mechanical Legend
42	M-2	Dewatering Building Water and Waste Riser Diagrams
43	M-3	Dewatering Building Lower Level Water and Drain
44	M-4	Dewatering Building Upper Level Water and Drain
45	M-5	Dewatering Building HVAC Plan
46	M-6	Dewatering Building HVAC Sections
47	M-9	Dewatering Building Mechanical Details
48	E	Electrical Legend & Abbreviations
49	E	Electrical Notes and Area Classification
50	E	Energy Compliance Documents (CommCheck)
51	E	Panelboard Schedules and Lighting Schedule
52	E	Memo One-Line Diagram/Panelboard Schedule
53	E	Modified One-Line Diagram
54	E	Electrical Demolition Plan
55	E	Overall Site Electrical Plan (Fire Alarm Circuiting)
56	E	Enlarged Site Electrical Plan
57	E	Solids Dewatering Building Electrical/Control Main Floor Plan
58	E	Solids Dewatering Building Electrical/Control Basement Plan
59	E	Solids Dewatering Building Fire Alarm Plan
60	E	Solids Dewatering Building Fire Alarm Details
61	I	Instrumentation & Controls Legend
62	I	Network Diagram
63	I	Dewatering P&ID
64	I	Dewatering P&ID
65	I	Instrument/Cable Schedule
66	I	Solids Dewatering Control Panel Layout
67	I	Solids Dewatering Control Panel Bill of Material
68	I	Solids Dewatering Control Panel Schematic
69	I	Solids Dewatering Control Panel Schematic
70	I	Solids Dewatering Control Panel Schematic
71	I	Solids Dewatering Control Panel Schematic
72	I	Solids Dewatering Control Panel Schematic
73	I	Solids Dewatering Control Panel Schematic
74	I	Go/No-Go Signal Light Details
75	I	Motor Control Schematics
76	I	Motor Control Schematics

- No new drawings or specification sections are expected following this 90 percent submittal.
- The detailed design will advance the completion level and refine the opinion of probable construction cost (OPCC) to Class 2, -10% to +20% range of accuracy based upon

AACE International Recommended Practice No. 18R-97 (PER OPCC provided a Class 3 estimate with an accuracy range of -15%, +30%). Current market volatility in materials and labor market restrict our estimate to Class 2 level.

In addition it should be understood that providing opinion of cost for the PROJECT, CONSULTANT has no control over cost or price of labor and materials, unknown or latent conditions of existing equipment or structures that might affect operation or maintenance costs, competitive bidding procedures and market conditions, time or quality of performance by operating personnel or third parties, and other economic and operational factors that might materially affect the ultimate PROJECT cost or schedule. The CONSULTANT, therefore, will not warranty that the actual PROJECT costs will not vary from CONSULTANT'S opinions, analyses, projections, or estimates.

- No document modifications will result from Idaho DEQ review and approval of the final plans and specifications submittal.
- Bidding services and services during construction are not included and will be scoped separately.
- Direct expenses for travel and printing will be billed to Ketchum/SVWSD at cost plus 10% (with 10% markup).

Deliverables

- Ninety percent (90%) review meeting agenda and notes (.pdf format transmitted via e-mail).
- Draft equipment procurement contract transmitted to Ketchum/SVWSD via e-mail in .pdf format.
- Final equipment procurement contract transmitted to Ketchum/SVWSD via e-mail in .pdf format.
- Review set of design documents including 3D BIM model, construction plans, and specifications transmitted to Ketchum/SVWSD via e-mail in Navisworks and .pdf formats.
- Final design documents including 3D BIM model, construction plans, and specifications transmitted to Ketchum/SVWSD via e-mail in Navisworks and .pdf formats.
- Final design documents including construction plans and specifications transmitted to Idaho DEQ via e-mail.pdf formats.
- Review meeting agenda (up to five (5) hard copies) and notes (electronic copy in .pdf format transmitted via e-mail).

Project Schedule

The project schedule for performing Task Order #05 is as follows:

Task	Schedule (Assuming NTP March 18, 2024)
Task 100 – Project Management	On-going
Task 200 – 60% Design	July 10, 2024
Task 300 – 90% Design	October 9, 2024
Final Design	November 13, 2024

*This schedule is based upon an assumed notice to proceed. If the notice to proceed is delayed, the project schedule will shift the corresponding number of calendar days.

Compensation

The estimated cost to complete this Scope of Services is presented in the table below.

Task	Budget
Project Management	\$53,060
60% Design	\$227,300
Final Design	\$206,400
TOTAL	\$486,760

HDR will invoice the Ketchum/SVWSD of Ketchum/SVWSD for professional services described in this Proposal on a time and materials basis. For the activities described in the Scope of Services, HDR estimates a professional services fee of not to exceed the amounts described in the table above without written authorization from the City of Ketchum and Sun Valley Water & Sewer District.

End of Task Order #05



City of Ketchum

CITY COUNCIL MEETING AGENDA MEMO

Meeting Date:

March 18, 2024

 Staff Member/Dept:

Mick Mummert/Wastewater Division

Agenda Item:

Recommendation to Approve Purchase Order #24073 with Record Steel and Construction, Inc. for Aeration Upgrades Construction Services.

Recommended Motion:

I move to approve Purchase Order #24073 with Record Steel and Construction, Inc. for Aeration Upgrades Construction Services for the contract amount of \$3,716,000.00.

Reasons for Recommendation:

- | |
|---|
| <ul style="list-style-type: none">• The building addition and aeration basin modifications are part of the Wastewater Treatment Plant Facilities Plan upgrades. |
| <ul style="list-style-type: none">• Current treatment process will be enhanced to meet future regulatory limitations |
| <ul style="list-style-type: none">• Record Steel and Construction, Inc. is the lowest bidder in the competitive bidding process |

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 #24073 |
| 2. Engineers Bid Review and Recommendation |
| 3. Notice of Award |



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: 24073

To: 3640 RSCI 333 WEST ROSSI ST, STE 200 BOISE ID 83706	Ship to: CITY OF KETCHUM PO BOX 2315 KETCHUM ID 83340
--	---

P. O. Date	Created By	Requested By	Department	Req Number	Terms
03/12/2024	KCHOMA	KCHOMA		0	

Quantity	Description	Unit Price	Total
1.00	AERATION UPGRADES CONSTRUCTION 67-4350-7815	3,716,000.00	3,716,000.00
	SHIPPING & HANDLING		0.00
	TOTAL PO AMOUNT		3,716,000.0

Authorized Signature



March 11, 2024

Mr. Trent Donat
Ketchum City Clerk & Business Manager
191 Fifth St. W.
City of Ketchum
Ketchum, Idaho 83340

Subject: Ketchum / SVWSD Wastewater Treatment Facility
Aeration Upgrades Project
Bid Review

Dear Mr. Donat:

The purpose of this letter is to report on HDR's review of the Ketchum/SVWSD Aeration Upgrades project bid results. The bid documents were advertised on January 10th, 17th, and 24th with a bid date of February 14, 2024. The project was advertised again on February 7th after an addendum was issued changing the bid date to February 28th. There were four addendums to the documents. The bid review findings are presented in the following paragraphs and tables.

BID RESULTS

Six bids were received for the Aeration Upgrades project. All bidders acknowledged the four addendums, included the 5% bid bond, and provided a signed submittal. The bids arranged from low to high are shown in Table 1 below.

Table 1: Aeration Upgrades Bid Summary

Bidder	Bid Amount
RSCI	\$3,716,000
IMCO	\$3,925,600
GSE	\$3,998,800
Syblon Reid	\$4,223,000
Barrier Buildings	\$4,280,000
Cascade Enterprises	\$4,885,000

EVALUATION OF BIDS

The engineer's opinion of probable construction cost was \$4.2M and three of the six bids were under the engineer's estimate. The low and second bids were separated by roughly 6 percent. The lower five bids were within 15% of each other, a closeness reflecting a good understanding of the work and a competitive bidding market.



LOW-BIDDER EVALUATION

RSCI is a Boise, Idaho based licensed contractor (PWC-C-12164-U-1, 2, 3, 5; Idaho RCE 1066). RSCI listed three subcontractors performing specialty work on the project as required by Idaho Code. The categories listed on the bid form included:

Plumbing – RSCI (licenses: PWC-C-12164-U-1, 2, 3, 5; PLB 066621)

HVAC – Trade Masters Construction LLC (licenses: 044637-C-3, 4; HVC-C-10113)

Electrical – DL Electric LLC (licenses: 061464-A-4; ELE 056890)

A qualifications package was sent by RSCI as requested in the Contract Documents from the low-bidder. RSCI was formed 35 years ago and is owned by Zeke Johnson, Boise, Idaho. The business has about 250 employees and does about \$100M of construction work per year.

Current projects include City of Preston (\$59M, completion 2026), City of Nampa (\$52M completion 2024), Truckee Water Authority (\$27M, completion 2024), Big Sky Water & Sewer (\$49M, completion 2024), National Park Service (\$10M, completion 2024), City of Rigby (\$20M, completion 2024), USACE (\$21M, completion 2025), Truckee Water (\$160M, completion 2026), and numerous projects completed in the last 5 years. The proposed project manager and project superintendent are both experienced and qualified. RSCI's Workers Compensation rating is less than 1.0 and indicates a better-than average safety record.

The low bidder RSCI is an experienced wastewater public works contractor and constructed the 2018 Headworks project and the 2007 Filter project at the Ketchum/SVWSD wastewater treatment plant. They are familiar with the site and working in the Wood River Valley.

CONCLUSION

Based on the evaluation of the bids described above, it is recommended that the City of Ketchum and SVWSD award the Aeration Upgrades contract to low bidder RSCI for the bid amount of \$3,716,000.

Please call if you have any questions (208-387-7073).

Sincerely,

HDR ENGINEERING, INC.

Bradley Bjerke, P.E.

Project Manager

Enclosure

cc: Pat McMahon/SVWSD
Mick Mummert/Ketchum Wastewater Superintendent

SECTION 00 51 16
NOTICE OF AWARD

Date of Issuance: March 19, 2024

Owners:	City of Ketchum, Idaho and Sun Valley Water and Sewer District	Owner's Contract No.:	Purchase Order #24073
Engineer:	HDR Engineering, Inc.	Engineer's Project No.:	10360008
Project:	Ketchum / SVWSD WRF Aeration Upgrades	Contract Name:	Ketchum / SVWSD WRF Aeration Upgrades
Bidder:	Record Steel and Construction, Inc. dba RSCI		
Bidder's Address:	333 W Rossi St, Suite 200, Boise, ID 83706		

TO BIDDER:

You are notified that Owner has accepted your Bid dated February 28, 2024 for the above Contract, and that you are the Successful Bidder and are awarded a Contract for:

Construction of a new room on an existing blower building to create a dedicated electrical room. Providing new electrical equipment replacing old electrical equipment, installation of Owner-Furnished Equipment (VFDs & blowers), providing submersible mixed liquor recycle (MLR) pumps, and providing floating anoxic mixers. Miscellaneous demolition including, but not limited to, existing electrical equipment, two of three existing blowers, and miscellaneous piping. Modifications to existing blower suction/discharge headers and aeration basin diffuser grids including replacement of existing diffuser elements and blank diffusers with membrane elements.

The Contract Price of the awarded Contract is: \$3,716,000.00.

Four (4) unexecuted counterparts of the Agreement accompany this Notice of Award, and one copy of the Contract Documents accompanies this Notice of Award (transmitted to Bidder electronically).

Please deliver within 15 days of the date of this Notice of Award:

1. Deliver to Owner four (4) counterparts of the Agreement, fully executed by Bidder.
2. Deliver with the executed Agreement(s) the Contract security (*e.g., performance and payment bonds*) and insurance documentation as specified in the Instructions to Bidders and General Conditions, Articles 2 and 6.
3. Other conditions precedent (if any): None

Failure to comply with these conditions within the time specified will entitle Owner to consider you in default, annul this Notice of Award, and declare your Bid security forfeited.

Within ten days after you comply with the above conditions, Owner will return to you one fully executed counterpart of the Agreement, together with any additional copies of the Contract Documents as indicated in Paragraph 2.02 of the General Conditions.

Owners: City of Ketchum, Idaho and Sun Valley Water & Sewer District (SVWSD)

By: _____	By: _____
_____	_____
(Authorized Signature)	(Authorized Signature)
Title: City of Ketchum, Idaho Mayor	SVWSD Board of Directors Chairman
Date: _____	_____

Copy: Trent Donat, Ketchum City Clerk
Pat McMahon, SVWSD General Manager
Brad Bjerke, HDR Engineering



City of Ketchum

CITY COUNCIL MEETING AGENDA MEMO

Meeting Date: Staff Member/Dept:

Agenda Item:

Recommended Motion:

"I move to approve the Task Order One/Purchase Order #24069 with Lunceford Excavation Inc. to complete the Main St Water Line Relocation in preparation for the Main St Rehabilitation Project"

Reasons for Recommendation:

- The proposed project consists of the relocation of existing water and irrigation main infrastructure between 2nd Street and 4th Street as well as fire hydrant replacement between 1st Street and 9th Street along Main Street in conjunction with the re-construction of Main Street within the City of Ketchum.
- This work relocates a vital section of Ketchum's water main into the road realm as opposed to under the sidewalk. In the event of a watermain break, this location mitigates a lot of damage risk to businesses as well as ensure access to perform repairs.
- Included in this work is relocation of fire hydrants from 1st to 9th Street to more optimal locations for Fire access as well as improving pedestrian space.
- Irrigation work planned for the Main St Rehabilitation is also included in Lunceford's scope.

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

Sustainability Impact:

No direct impact. Lines that are being replaced improve long term water efficiency simply due to infrastructure age.

Financial Impact:

None OR Adequate funds exist in account:	Purchase Order is for NTE amount of \$329,980. Adequate funds exist within the water fund, allocated to this scope from other water projects that will be postponed
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Attachments:

1. Intent to Award
2. Notice of Award
3. Agreement Contract Documents
4. Notice to Proceed
5. Purchase Order for Lunceford Excavation Inc. #24069



CITY OF KETCHUM

City Hall

Office: 208.726.3841

participate@ketchumidaho.org

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

ketchumidaho.org

March 14, 2024

Dear Bidder,

Notice of Intent to Award Contract: **Main Street Water Main Relocation, Water Department**

Thank you for your response to the above referenced **Main Street Water Main Relocation**.

This letter is to notify you that the City has reviewed all bids and are recommending the bid be awarded to the lowest responsive bidder, **Lunceford Excavation Inc.**

Any participating bidder has the right to protest this recommendation. Idaho State Statute provides that:

If any participating bidder objects to such award, such bidder shall respond in writing to the notice from the political subdivision within seven (7) calendar days after the date of transmittal of the notice setting forth in such response the express reason or reasons that the award decision of the governing board is in error.

The protest shall be addressed to the Ketchum City Clerk. Any protest addressed to Ketchum City Mayor and/or City Council will be referred to the Ketchum City Clerk.

Thank you for your interest in meeting the needs of the City of Ketchum. Your participation in the process is appreciated.

Trent Donat
City Clerk & Business Manager
tdonat@ketchumidaho.org
208.726.3841

NOTICE OF AWARD AND ACCEPTANCE BY CONTRACTOR

TO: CONTRACTOR: Lunceford Excavation Inc.
ADDRESS: PO Box 739
Ketchum, ID 83340

FROM: OWNER: CITY OF KETCHUM
PROJECT: KETCHUM MAIN STREET WATER MAIN RELOCATION

The OWNER has considered the Bid Proposal submitted by you for the project noted above in response to its Invitation to Bidders dated February 9th, 2024.

You are hereby notified that your Bid Proposal has been accepted for items according to the BID PROPOSAL - SCHEDULE OF ITEMS AND PRICES.

in the amount of:

Three hundred Twenty-nine Thousand Nine Hundred Eighty Dollars and Zero Cents \$329,980.00

You are required by the Instructions to Bidders to execute the AGREEMENT and furnish the required PERFORMANCE BOND, PAYMENT BOND, and CERTIFICATES OF INSURANCES within TEN (10) calendar days from the date of this Notice to you.

If you fail to execute said AGREEMENT and to furnish said Bonds and Insurance within TEN (10) days from the date of this Notice, the OWNER will be entitled to consider all your rights arising out of the OWNER'S acceptance of your Bid Proposal as abandoned and award the WORK covered by your Bid Proposal to another Bidder, or to re-advertise the WORK or dispose thereof, as the OWNER may see fit and is entitled to such other rights as may be granted by law.

You are required to return an acknowledged copy of this NOTICE OF AWARD to the OWNER.

Dated this _____ day of _____, 2024.

CITY OF KETCHUM

By: Trent Donat

Title: City Clerk

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE OF AWARD is hereby acknowledged on this _____ day

of _____, 2024 by: _____
(Contractor)

By: _____

Title: _____

This AGREEMENT, made this _____ day of _____, 2024,
by and between the CITY OF KETCHUM, hereinafter called "OWNER" and

Lunceford Excavation, Inc, hereinafter called "CONTRACTOR".

WITNESSETH: That for and in consideration of the payments and agreements hereinafter mentioned:

1. The CONTRACTOR will commence and complete the construction of: KETCHUM MAIN STREET WATER MAIN RELOCATION.
2. The CONTRACTOR will furnish all of the material, supplies, tools, equipment, labor and other services necessary for the construction and completion of the WORK described herein.
3. The CONTRACTOR will commence the work required by the CONTRACT DOCUMENTS on April 1, 2024 and will complete the same by April 26, 2024, unless the period for completion is extended otherwise by the CONTRACT DOCUMENTS.
4. The CONTRACTOR agrees to perform all of the WORK described in the CONTRACT DOCUMENTS and comply with the terms therein for the sum of:
Three hundred Twenty-nine Thousand Nine Hundred Eighty Dollars and Zero Cents \$329,980.00

as shown in the BID PROPOSAL-SCHEDULE OF ITEMS AND PRICES.

5. The term "CONTRACT DOCUMENTS" means and includes the following:
 - 5.01 INVITATION TO BID
 - 5.02 INSTRUCTIONS TO BIDDERS
 - 5.03 BID FORM
 - 5.04 BID BOND
 - 5.05 BID PROPOSAL- SCHEDULE OF ITEMS AND PRICES
 - 5.06 LISTING OF SUBCONTRACTORS
 - 5.07 NOTICE OF AWARD & ACCEPTANCE BY CONTRACTOR
 - 5.08 AGREEMENT
 - 5.09 PAYMENT BOND
 - 5.10 PERFORMANCE BOND
 - 5.11 CERTIFICATE OF INSURANCE
 - 5.12 NOTICE TO PROCEED & ACCEPTANCE BY CONTRACTOR
 - 5.13 STANDARD FORMS
 - 5.14 GENERAL CONDITIONS
 - 5.15 SUPPLEMENTAL CONDITIONS
 - 5.16 STANDARD AND TECHNICAL SPECIFICATIONS
 - 5.17 WATER DESIGN DRAWINGS- CONSTRUCTION DRAWINGS dated: February xx, 2024
 - 5.18 ROAD CONSTRUCTION DRAWINGS- for Reference Only, Not a Part

6. *Retainage.* The OWNER will pay to the CONTRACTOR in the manner and at such times as set forth in the General Conditions such amounts as required by the CONTRACT DOCUMENTS. Five-percent (5%) retainage will be held from each payment. Retainage will be released up Certification of Substantial Completion.

7. *Liquidated Damages.* OWNER and CONTRACTOR recognize that time is of the essence of this Agreement and that OWNER will suffer financial loss if the WORK is not completed within the times specified in paragraph 3 above, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. They also recognize the delays, expense and difficulties involved in proving the actual loss suffered by OWNER if the WORK is not completed on time. Accordingly, instead of requiring any such proof, OWNER and CONTRACTOR agree that as liquidated damages for delay (but not as a penalty) CONTRACTOR shall pay OWNER Five Hundred dollars (\$500.00) for each day that expires after the time specified in paragraph 3 for Substantial Completion until the WORK is substantially complete. After Substantial Completion, if CONTRACTOR shall neglect, refuse or fail to complete the remaining WORK within the time specified in paragraph 3 for completion and readiness for final payment or any proper extension thereof granted by OWNER, CONTRACTOR shall pay OWNER Five Hundred dollars (\$500.00) for each day that expires after the time specified in paragraph 3 for completion and readiness for final payment.

8. This Agreement shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns.

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this Agreement in (3) each of which shall be deemed an original on the date first above written.

OWNER:

CITY OF KETCHUM

BY: Trent Donat

Title: City Clerk

(SEAL)

ATTEST:

Name _____
(Type or Print)

Title: _____

CONTRACTOR:

BY: _____

Title: _____

Address: _____

(SEAL)

ATTEST:

Name: _____
(Type or Print)

Title: _____

KNOW ALL MEN BY THESE PRESENTS: that

a _____, hereinafter called Principal, and

hereinafter called Surety, are held and firmly bound unto

City of Ketchum
PO Box 2315
191 W 5th Street
Ketchum, Idaho 83340

hereinafter called OWNER, in the penal sum of _____ Dollars (\$_____) in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the OWNER, dated the _____ day of _____, 2024, a copy of which is hereto attached and made a part hereof for the construction of:
KETCHUM MAIN STREET WATER MAIN RELOCATION.

NOW, THEREFORE, if the Principal shall promptly make payment to all persons, firms, SUBCONTRACTORS, and corporations furnishing materials for or performing labor in the prosecution of the WORK provided for in such contract, and any authorized extension or modification thereof, including all amounts due for materials, lubricants, oil, gasoline, coal and coke, repairs on machinery, equipment and tools, consumed or used in connection with the construction of such WORK, and all insurance premiums on said WORK, and for all labor, performed in such WORK whether by SUBCONTRACTOR or otherwise, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, FURTHER, that the said Surety for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the WORK to be performed there under or the SPECIFICATIONS accompanying the same shall in any way affect its obligation on this BOND, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the WORK or to the SPECIFICATIONS.

PROVIDED, FURTHER, that no final settlement between the OWNER and the CONTRACTOR shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in (3) counterparts, each one of which shall be deemed an original, this _____ day of _____, 2024.

ATTEST:

(Principal) Secretary

(SEAL)

By _____(s)

(Address)

Witness as to Principal

(Address)

(Surety) Secretary

(Seal)

Witness as to Surety

(Address)

Attorney-in-Fact

(Address)

NOTE: Date of BOND must not be prior to date of Contract.
If CONTRACTOR is Partnership, all partners should execute BOND.

IMPORTANT: Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State where the PROJECT is located.

KNOW ALL MEN BY THESE PRESENTS: that

a _____, hereinafter called Principal, and

hereinafter called Surety, are held and firmly bound unto

City of Ketchum
PO Box 2315
191 W 5th Street
Ketchum, Idaho 83340

hereinafter called OWNER, in the penal sum of _____ Dollars (\$ _____) in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the OWNER, dated the _____ day of _____, 2024, a copy of which is hereto attached and made a part hereof for the construction of:
KETCHUM MAIN STREET WATER MAIN RELOCATION.

NOW, THEREFORE, if the Principal shall well, truly and faithfully perform its duties, all the undertakings, covenants, terms, conditions, and agreements of said contract during the original term thereof, and any extensions thereof of which may be granted by the OWNER, with or without notice to the Surety and during the two year guaranty period, and if he shall satisfy all claims and demands incurred under such contract, and shall fully indemnify and save harmless the OWNER from all costs and damages which it may suffer by reason of failure to do so, and shall reimburse and repay the OWNER all outlay and expense which the OWNER may incur in making good any default, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, FURTHER, that the said Surety for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the WORK to be performed thereunder or the SPECIFICATIONS accompanying the same shall in any way affect its obligation on this BOND, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the WORK or to the SPECIFICATIONS.

PROVIDED, FURTHER, that no final settlement between the OWNER and the CONTRACTOR shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in (3) counterparts, each one of which shall be deemed an original, this _____ day of _____, 2024.

ATTEST:

(Principal) Secretary

(SEAL)

By _____(s)

(Address)

Witness as to Principal

(Address)

(Surety) Secretary

(Seal)

Witness as to Surety

(Address)

Attorney-in-Fact

(Address)

NOTE: Date of BOND must not be prior to date of Contract.
If CONTRACTOR is Partnership, all partners should execute BOND.

IMPORTANT: Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State where the PROJECT is located.

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as a placeholder for certificate of insurance from Contractor

NOTICE TO PROCEED AND ACCEPTANCE BY CONTRACTOR

TO: CONTRACTOR: Lunceford Excavation Inc
ADDRESS: PO Box 739
Ketchum, ID 83340

FROM: OWNER: CITY OF KETCHUM
PROJECT: KETCHUM MAIN STREET WATER MAIN RELOCATION

CONTRACT NO.: 24069
CONTRACT AMOUNT: \$ 329,980.00

You are hereby notified to commence WORK on Main St Water Main Relocation in accordance with the AGREEMENT, and you are to complete the WORK by April, 26th, unless the period for completion is extended otherwise by the CONTRACT DOCUMENTS.

You are required to return an acknowledged copy of this NOTICE TO PROCEED to the OWNER.

Dated this _____ day of _____, 2024

CITY OF KETCHUM

By: Trent Donat _____

Title: City Clerk _____

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE TO PROCEED is hereby acknowledged on this _____ day of _____, 2024 by: _____

(Contractor)

By: _____

Title: _____



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: 24069

To: 2901 LUNCEFORD EXCAVATION, INC. P.O. BOX 739 KETCHUM ID 83340	Ship to: CITY OF KETCHUM PO BOX 2315 KETCHUM ID 83340
--	---

P. O. Date	Created By	Requested By	Department	Req Number	Terms
03/05/2024	Shellie	Shellie	Utilities/Water	0	

Quantity	Description	Unit Price	Total
1.00	MAIN STREET WATERLINE RELOCATION 64-4340-7135	329,980.00	329,980.00
	SHIPPING & HANDLING		0.00
	TOTAL PO AMOUNT		329,980.00

Authorized Signature



Abigail R. Germaine

251 E. Front St., Ste. 300, Boise, ID 83702

T: (208) 343-5454 | E: arg@elamburke.com

www.elamburke.com

To: Mayor and City Council, City of Ketchum, Idaho
From: Abigail R. Germaine, Special Project City Attorney, Elam & Burke P.A.
Subject: Findings of Fact, Conclusions of Law, and Decision
File #: Sawtooth Serenade – P22-056B
Date: March 12, 2024

The attached written Findings of Fact, Conclusions of Law, and Decision (“Decision”) is drafted based on the deliberation, discussion, and decision by the City Council on March 4, 2024, after hearing from both the Appellant and Respondent regarding the Sawtooth Serenade Appeal (“Appeal”).

Pursuant to Ketchum Municipal Code 17.144.020(D), the City Council must enter a written decision within thirty (30) days after the hearing on appeal. The City Council’s decision must include a “reasoned statement” that “explains the rationale for the decision” made by the City Council. Idaho Code § 67-6535.

The attached draft Decision remains open to modification as deemed appropriate by the City Council to reflect its determination on the Appeal, and its rational basis for such determination.

Based on the City Council’s review of the draft Decision, two alternative motions are provided below:

Recommended Motion: I move to approve the written Findings of Facts, Conclusions of Law, and Decision, as presented, and authorize the Mayor to sign the Decision.

Alternative Recommended Motion: I move to approve the written Findings of Facts, Conclusions of Law, and Decision, as presented, with the following changes and modifications: [state revisions] and authorize the Mayor to sign the Decision.

4895-9049-6173, v. 3

**BEFORE THE CITY COUNCIL
OF THE CITY OF KETCHUM**

In the Matter of the Administrative)	
Appeal of:)	
)	FINDINGS OF FACT, CONCLUSIONS
Scott and Julie Lynch, Yahn Bernier)	OF LAW, AND DECISION
and Elizabeth McCaw, and the)	
Distrustful Ernest Revocable Trust)	
for the Sawtooth Serenade Project)	
(Applicant/Appellant))	
)	
Of the Decision of the Planning and)	
Zoning Commission on Administrative)	
Appeal of a Planning Director)	
Administrative Determination)	
_____)	

This matter came before the City Council of the City of Ketchum, Idaho (“City Council”), pursuant to Ketchum Municipal Code 17.144.020, Appeals of Planning and Zoning Commission Decisions, as an appeal of the Planning and Zoning Commission’s (“Commission”) decision to affirm the Planning Director’s Administrative Determination. An appeal hearing on this matter was originally held before the Commission on November 14, 2023. The matter was then appealed from the Commission and heard by the City Council on March 4, 2024. The City Council having evaluated the evidence and information before it, and that evidence and information contained in the record, does hereby make and set forth the following findings of facts, conclusions of law, and decision (“Decision”):

I. PRIOR PROCEEDINGS AND RECORD ON APPEAL

The appellants in this matter are Scott and Julie Lynch, Yahn Bernier and Elizabeth McCaw, and Distrustful Ernest Revocable Trust (“Appellant”). The Appellant, an affected party, is the applicant (“Applicant”) of the Sawtooth Serenade Project (“Project”) located at 260 1st Street, Ketchum, Idaho. The terms “Appellant” and “Applicant” are used interchangeably within this

Decision.

The respondent here is the Commission, the Ketchum City Planning and Building Department (“Department”) and the Department’s Director and Administrator (“Director”) (collectively referred to herein as the “Respondent”).

A record of the proceedings from the Commission’s decision was prepared and accepted by the City Council. Ketchum Municipal Code (“KMC”) §17-144.020(A). Transcripts of the proceedings of the Commission hearings on this matter were prepared at the Appellant’s expense, transmitted to the City Council, and included in the record. KMC § 17.144.020(A). The record on appeal (the “Record”) is hereby referenced and incorporated in full into this Decision. The Record before the City Council includes the following:

- a. Pre-Application Design Review Application Materials and Plan Set – August 11, 2022
- b. Pre-Application Design Review Completeness Review – October 17, 2022
- c. City Interim Ordinance 1234 – October 17, 2022
- d. Planning Administrator Determination – August 24, 2023
- e. Notice of Appeal, Memorandum in Support of Appeal by Appellant, and Accompanying Exhibits – September 7, 2023
- f. Administrator Response Memorandum – November 3, 2023
- g. Appellant Reply Memorandum and Accompanying Exhibits – November 9, 2023
- h. Legal Cover Report – November 9, 2023
- i. Planning and Zoning Commission Findings of Fact, Conclusions of Law and Decision – November 30, 2023
- j. Notice of Appeal of Commission’s Decision – December 11, 2023.

- k. Scheduling Order and Notice of Administrative Appeal – February 5, 2024
- l. Amendment to Scheduling Order and Notice of Administrative Appeal – February 15, 2024.
- m. Commission Meeting Transcript of November 14, 2023
- n. Commission Meeting Transcript of November 28, 2023
- o. Appellant Appeal Brief and Accompanying Exhibits – February 20, 2024
- p. Respondent Brief and Accompanying Exhibit – February 26, 2024
- q. Appellant Reply Brief – February 29, 20024

The Commission originally heard this Appeal on November 14, 2023. On November 30, 2023, the Commission issued its Findings of Facts, Conclusions of Law, and Decision affirming the Administrative Determination. This Appeal to City Council followed.

The Director certified and reported that all procedural requirements of the Appeal before City Council had been met pursuant to KMC § 17.144.020(A). Notice of the date, time and place of the Appeal hearing was provided by the Department as required by KMC §17.144.020(B). Other than the Appellant and Respondent, there are no other affected persons related to this Appeal. *Id.*

The Appeal hearing on this matter was held on March 4, 2024. The Appellant was represented by James R. Laski, of Lawson Laski Clark, PLLC. The Respondent was represented by Matthew A. Johnson of White Peterson, P.A. The City Council was represented by Special City Counsel, Abigail R. Germaine of Elam & Burke, P.A. The City Council heard oral arguments by both the Appellant and Respondent, asked questions of Appellant and Respondent, and sought clarification from Department staff. Following the close of the Appeal hearing, the City Council deliberated and voted to reverse the decision of the Commission.

II. STANDARD OF REVIEW

The City Council hereby takes judicial notice of the Ketchum Municipal Code.

Ketchum Municipal Code § 17.144.020(C) states:

Authority of council. Upon hearing the appeal, the council shall consider only matters which were previously considered by the Commission as evidenced by the record, the order, requirement, decision or determination of the Commission and the notice of appeal, together with oral presentation and written legal arguments by the appellant, the applicant, if different than the appellant, and the Commission and/or staff representing the Commission. The council shall not consider any new facts or evidence at this point. The council may affirm, reverse or modify, in whole or in part, the order, requirement, decision or determination of the Commission. Furthermore, the council may remand the application to the Commission for further consideration with regard to specific criteria stated by the council.

Pursuant to KMC § 17.144.010(C), the City Council made its determination considering the Administrative Determination below, the Findings of Facts and Conclusions of Law and Decision of the Commission, along with the written and oral arguments by Appellant and Respondent. No other facts or evidence were considered in this Appeal.

III. FINDINGS OF FACT AND CONCLUSIONS OF LAW

The crux of this Appeal to City Council centers around whether or not the Applicant was required to submit its Design Review Application related to this Project within 180-days of the Commission's approval of its Pre-Application Design Review Application ("Pre-App"). The Administrative Determination by the Director of the Department found that Applicant's Design Review Application needed to be filed within 180-days of its Pre-App approval, and that the Applicant's Design Review Application was filed 195-days after the Commission's approval of its Pre-App, therefore its Pre-App was null and void pursuant to Interim Ordinance 1234. The Administrative Determination was affirmed by the Commission and this Appeal followed.

A. The Applicant's Pre-Application Design Review Application was deemed Complete and Vested on October 17, 2022.

It is not disputed by the parties that the Applicant's Pre-App Design Review application was timely filed and deemed complete on October 17, 2022, prior to the City Council's adoption of Interim Ordinance 1234. Pursuant to KMC §17.96.010(D)(1), "[P]reapplication review is required for all non-residential and multi-family residential developments with four or more stories and all new developments on a lot or lots totaling 11,000 square feet or more." All parties agree that Applicant's Project was required to undergo preapplication design review. Understanding that the City Council intended to enact Interim Ordinance 1234, which would disallow Applicant's Project as designed, Applicant filed its Pre-App before Interim Ordinance 1234 was adopted.

On October 17, 2022, the Department issued its Completeness Review stating that the Applicant's Pre-App was "deemed complete and will be scheduled for the next available [Commission] hearing." Appellant Appeal Brief, February 20, 2024, Exhibit 9. On January 24, 2023, the Commission held a design review hearing on Applicant's Pre-App and the Commission voted to allow the Applicant's Project to proceed to final design review. *Id.*, at Exhibit 12. The Department's Staff Report to the Commission for the January 24, 2023 hearing, stated "[t]he application is not subject to Interim Ordinance 1234 as the application was deemed complete prior to the effective date of the ordinance." *Id.* at Exhibit 13. Staff's Report goes on to state that this "Project does not come under the purview of the interim ordinance because it was deemed substantially complete prior to the effective date." *Id.*

Pursuant to KMC 17.196.040, Applicant was required to submit a subsequent separate and distinct design review application to initiate the design review application process following its Pre-App. The Applicant submitted its Design Review Application on August 7, 2023, 195-days after the Commission's approval of Applicant's Pre-App on January 24, 2023. Following the submittal,

Applicant received the Administrative Determination from the Director stating that its Pre-App was null and void because pursuant to Interim Ordinance 1234, Section 3, which required that design review applications be submitted within 180-days of approval of a pre-application design review.

The Appellant argued on appeal that Interim Ordinance 1234's requirement that a design review application must be filed within 180-days of a preapplication approval, did not apply to its Pre-App because its Pre-App vested prior to the enactment of Interim Ordinance 1234. Respondent's position was that the Pre-App and the Design Review Applications are separate and distinct applications and therefore, the Applicant's Design Review Application was not vested and was subject to Interim Ordinance 1234, and therefore, needed to be filed within 180-days of its Pre-App approval.

Regardless of whether the Applicant's Pre-App and Design Review Applications are separate and distinct, it is clear that the Applicant's Pre-App was deemed completed on October 17, 2022, prior to the enactment of Interim Ordinance 1234. Idaho case law is clear that changes in ordinances enacted while an application is pending or complete may not be applied to the pending application. *Chisholm v. Twin Falls County*, 139 Idaho 131, 134-35, 75 P.3d 185, 1988-89 (2003) ("[i]t is well established that an applicant's rights are determined by the ordinance in existence at the time of filing an application for permit."). The record is undisputed that Applicant's Pre-App was deemed complete on October 17, 2022, and is not subject to Ordinance 1234.

B. Because Applicant's Preapplication Design Review Application Vested Prior to the Enactment of Interim Ordinance 1234, the 180-day Requirement Does Not Apply.

The language of Interim Ordinance 1234 was revised and edited over several months preceding its enactment on October 17, 2022. The final language of Interim Ordinance 1234 reads in pertinent part:

Section 1. The following interim regulations and standards apply to any Building Permit, Pre-Application Design Review, Design Review, Subdivision, or Conditional Use Permit application deemed complete for vesting purposes after the effective date of this Ordinance filed pursuant to Title 16 – Subdivision Regulations and Title 17 – Zoning Regulations. Wherever any provision in Title 16 or Title 17 or any other ordinance, rule or regulation of any kind contained standards covering the same subject matter, the standards of this Ordinance shall apply.

...

Section 3. Developments subject to Design Review approval pursuant to KMC 17.96 – Design Review or 17.104 – Mountain Overview Zoning District that have conducted a preapplication design review meeting with the Commission, as required or voluntary, must file a complete Design Review Permit application and pay all required fees within 180 calendar days of the last review meeting on the preapplication with the Commission, otherwise the preapplication review will become null and void.

The testimony in the record makes clear the intent of the 180-day requirement of Interim Ordinance 1234 was to ensure that projects which received pre-application approval did not sit idle for years on end before seeking design review and moving the project forward. City Council Hearing Recording, March 4, 2024, at 1:18:15 – 1:18:44.

Appellant argues that the requirement of Interim Ordinance 1234 stating that all design review applications must be filed within 180-days of approval of a pre-application design review does not apply to its Pre-App because its Pre-App was deemed complete and vested prior to the enactment of Interim Ordinance 1234. *See* Appellant’s Brief, at pg. 18. It is undisputed that at the time of Applicant’s Pre-App being deemed complete and vesting, KMC § 17.96 did not include a timeframe within which an applicant needed to file for design review after its preapplication was approved. Therefore, the only requirement for Applicant to submit its Design Review Application within 180-days of its Pre-App, was included in Section 3 of Interim Ordinance 1234.

Respondent asserts that the 180-day requirement of Interim Ordinance 1234 does apply to

Applicant's Project because Applicant's Design Review Application is a separate and distinct application from its Pre-App, and its Design Review Application was not deemed completed or vested at the time Interim Ordinance 1234 was enacted. *See* Respondent Brief, at pg. 2-3.

In looking at the language of Interim Ordinance 1234, Section 1, the pertinent language reads, "[t]he following interim regulations and standards apply to any Building Permit, *Pre-Application Design Review*, Design Review, Subdivision, or Conditional Use Permit application *deemed complete for vesting purposes after the effective date of this Ordinance...*" (emphasis added). From the plain language of Interim Ordinance 1234, the regulations and standards contained in Interim Ordinance 1234 did not apply to any pre-application deemed complete prior to the effective date of Interim Ordinance 1234. Because Applicant's Pre-Application was deemed completed prior to the effective date of the Interim Ordinance 1234, Section 3, containing the 180-day requirement, could not apply to Applicant's Pre-App.

The Respondent argues that notwithstanding the Pre-App being vested and deemed complete, Applicant's Design Review Application is a separate and distinct application and was not complete or vested prior to Interim Ordinance 1234's enactment, and therefore Applicant was required to submit its Design Review Application within 180-days of its Pre-App approval. *See* Respondent Brief, at pg. 3. However, regardless of whether Applicant's Pre-App and Design Review Application are separate and distinct for purposes of vesting, it is clear that the Pre-App was vested and complete and therefore, any regulation or standard relating to the Pre-App, which was enacted by Interim Ordinance 1234 after the vesting of the Pre-App, would not apply. The language of Section 3 of Interim Ordinance 1234 relates to the Pre-App. Section 3 states in pertinent part that the design review application must be submitted within 180-days of the preapplication review "otherwise the *preapplication* review will become null and void." (emphasis added) The regulation of Section 3,

and the timeframe contained therein, specifically relates to the validity of the Pre-App. Therefore, because the 180-day requirement relates to the preapplication and attempts to null and void such preapplications if a design review application is not filed within 180-days, Section 3 cannot apply to Applicant's Pre-App because it was complete and vested prior to the enactment of Interim Ordinance 1234. Applicant's Pre-App is not null and void despite its Design Review Application being filed 195-days after its Pre-App was approved.

C. The Record Supports that the Applicant was Unaware the 180-day Requirement would be Applied to its Application.

On appeal the Appellant states that it did not believe its Design Review Application had to be submitted within 180-days of its Pre-App, because its Pre-App was vested and complete before the 180-day requirement was enacted by Interim Ordinance 1234. City Council Hearing Recording, March 4, 2024, at 1:07:01-1:09:20. Respondent argues that Applicant was aware of the 180-day time period included in Interim Ordinance 1234 and that it was enacted to prevent preapplications from sitting idle for years at a time. City Council Hearing Recording, March 4, 2024, at 47:40-47:51.

However, no evidence exists in the Record that Applicant was told Interim Ordinance 1234 would apply to its Pre-App and Design Review Application. The Record illustrates that at the time of Applicant's Pre-App there were two other projects that also received preapplication design review approval prior to the enactment of Interim Ordinance 1234, and both those applicants submitted their design review applications within 180-days of their preapplication design reviews. *See* Respondent Brief, at pg. 5. Both these other applicants reached out to the Department and clarified whether Interim Ordinance 1234 would apply to their preapplications and design review applications. *Id.* Both were told it would. *Id.* Applicant never reached out to the Department to seek clarity on this aspect. City Council Hearing Recording, March 4, 2024, at 1:10:28 – 1:11:49. Had Applicant reached out to the Department and asked whether its Design Review Application needed to be

submitted within 180-days, this whole appeal could have potentially been avoided. However, regardless, nothing indicates that Applicant believed, or had reason to believe, the 180-day timeframe would apply to its Pre-App being that it was told the Pre-App was not subject to Interim Ordinance 1234.

Appellant has also alluded to the idea that the Department and Director acted in bad faith in processing Applicant's Design Review Application and such action resulted in Applicant failing to submit a complete Design Review Application within 180-days of the Pre-App. *See* Appellant's Brief, at pg. 22. City Council finds no bad faith or intentional delay on the part of the Department or the Director. City Council Hearing Recording, March 4, 2024, at 1:18:51 – 1:19:10. The Department and Director processed Applicant's Design Review Application the same as any other application and any delay suffered by the Applicant in processing the Design Review Application was not the fault of the Department or the Director. City Council Hearing Recording, March 4, 2024, at 47:14 - 47:36. Furthermore, this issue is irrelevant to the City Council's determination that the 180-day timeframe included in Section 3 of Interim Ordinance 1234 does not apply to Applicant's Pre-App and therefore its Pre-App is not null and void.

IV. DECISION

Based on the record, written submissions, and oral argument presented, as well as the pertinent criteria and standards relevant to this Appeal, and based on the forgoing facts relied upon and rationale provided, the decision of the Commission is hereby **REVERSED**, thereby **REVERSING** the Administrative Decision in this matter, and authorizes the Mayor to sign this Decision on behalf of the City Council.

APPROVED this _____ day of _____, 2024.

City Council of the City of Ketchum

By: _____
Neil Bradshaw, Mayor

ATTEST:

Trent Donat, City Clerk

PREPARED BY:

Abigail R. Germaine, Special Counsel
to the City Council of the City of Ketchum

NOTICE OF APPEAL RIGHTS

This Decision constitutes a written decision of the City Council pursuant to KMC §17.144.020(D). The City Clerk is directed to transmit a copy of this Decision to the Appellant and any other affected person who has requested a copy in writing. Appellant and Respondent are hereby notified of the City Council's Decision and their right to further action, including appeal of this Decision pursuant to KMC § 17.144.020(E) and Idaho Code §§ 67-6521 and 67-6535.

Pursuant to Idaho Code § 67-6521(1)(d), the Appellant is hereby notified of its right to request a regulatory taking analysis pursuant to Idaho Code 67-8003. Either Appellant or Respondent may, within twenty-eight (28) days of this written Decision seek judicial review of this Decision by the district court pursuant to Idaho Code, Title 67, Chapter 52. Should the Appellant or Respondent seek judicial review of this Decision, the appealing party must first seek reconsideration of this written Decision by the City Council. Idaho Code § 67-6535(2)(b).

A copy of this Decision has been provided to the Appellant, Respondent, and City Attorney, and the original has been retained in the records of the City of Ketchum on this ____ day of March, 2024.

By: _____
Trent Donat, City Clerk



City of Ketchum

CITY COUNCIL MEETING AGENDA MEMO

Meeting Date: Staff Member/Dept:

Agenda Item:

Recommended Motion:

I move to approve Memorandum of Understanding 24-001 between the City of Ketchum and Wood River Farmers Market Association

Reasons for Recommendation:

Wood River Farmers Market events under the last MOU were popular amongst visitors and community members.

The new proposed MOU more clearly states responsibilities and timeframes in the agreement.

The MOU will save administrative time for both the City and Wood River Farmers Market and help ensure a successful partnership for the next three years.

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

A partnership between Wood River Farmers Market and the City of Ketchum is currently recognized in MOU 23-010, which was adopted on February 6, 2023. However, language in the approved agreement regarding event dates, and how they reoccur each year, or promotional obligations of the City is vague. They also don't account for variances such as road construction in the area. This is important as construction on Main Street begins this year. The proposed MOU clarifies these items to better protect the interests of all parties involved. It also extends the partnership an additional year, through March 2027.

Sustainability Impact:

None OR state impact here:
None

Financial Impact:

None OR Adequate funds exist in account:

Attachments:

1. Wood River Farmers Market Memorandum of Understanding - 24-001



City of Ketchum

MEMORANDUM OF UNDERSTANDING 24-001

City of Ketchum/Wood River Farmers Market

Effective on the ____ day of _____ 2024, this Memorandum of Understanding (MOU) is between the Wood River Farmers Market, an Idaho general business (WRFMA), and the City of Ketchum, a political subdivision of the State of Idaho (City). This MOU serves as an attachment and addendum to special event permits for the WRFMA and includes adjustments to the agreed-upon terms outlined in MOU 23-010, which was approved on February 6, 2023. The purpose of this MOU is to memorialize additional terms and conditions for this recurring event.

The WRFMA would like to conduct business in Ketchum's downtown area, specifically in Forest Service Park. The City desires to work with the WRFMA in a partnership capacity to ensure its success at this location. The presence of WRFMA in downtown Ketchum is a benefit to the community's residents and visitors and adds vibrancy to one of the City's most desirable parks. Forest Service Park and its surrounding streets will accommodate the needs of WRFMA and its customers. Changes from the prior MOU include more clearly defined WRFMA operation dates and years and City promotional support. It also extends the partnership an additional year, through March 2027.

As a result, WRFMA and the City memorialize a 3-year agreement, from March 12, 2024-March 12, 2027) to include the following:

- Use of Forest Service Park and Washington Ave., between River and First Streets on Wednesdays from the hours of noon to 4 PM for WRFMA events, beginning the second week of June and ending the second week of October each calendar year. This MOU may not be modified during the market season.
- WRFMA will follow Fire Department regulations, including tent locations within the park and along Washington Avenue, to allow for emergency vehicle access.
- Any proposed changes to the location, day, and hours of the event will be agreed upon by the parties prior to each market season and memorialized through an amendment to this MOU.
- Fees will be paid along with the submission of the Special Event Application prior to the beginning of each market season.
- WRFMA will be solely responsible for selecting its vendors and operating the market.
- The City will assist with the Washington Avenue road closure by placing signs in parking spaces to alert users of the road closure day/time.
- The City will allow road closure equipment to remain stored at Forest Service Park throughout the market season.
- WRFMA is not initially required to provide additional portable toilets. The City will revisit this decision throughout each market season. If it is determined that additional toilets are necessary, WRFMA will be required to provide them.
- WRFMA vendors are responsible for providing trash receptacles for their customers and removing all trash at the end of each market day.
- WRFMA will leave City trash cans within the park empty at the end of each market event.
- WRFMA's 4' x 8' trailer can remain parked at 131 River Street, in an area designated by City, throughout the market season.

- WRFMA vendors shall use quiet generators, approved by WRFMA, as power sources during market hours.
- The City will provide access to power outlets located at Forest Service Park.
- Use of grills of any type must be approved by the Ketchum Fire Department.
- The City desires to partner with WRFMA in order to provide marketing assistance and music. The partnership will include the following.
 - Music license fee of \$10 per market day will be waived if WRFMA elects to have the City provide music.
 - The City will provide one week per month of banner space at the Main Street location (or an alternate location, if the Main Street location is unavailable) on dates to be determined each year between City staff and WRFMA.
 - The City will provide additional banner space if it is available.
 - The City will advertise on an electronic message board if it is not in use for a city project
 - The City will assist in marketing the event on social media and in email newsletters.
 - During road construction which may affect access to Forest Service Park, the City will provide wayfinding signs, at their discretion, to help direct the public to WRFMA events.

Termination

This permit and MOU may be terminated at the option of either party upon sixty days' notice. The parties will communicate and reasonably cooperate to minimize and mitigate any relocation burdens in the event of such a termination.

Breach of permit conditions

In the event of a breach or violation of permit conditions, including this MOU, the City may notice and provide remedies and/or termination per the City's special event permit policy.

Wood River Farmers Market

By: _____

Its: _____

City of Ketchum

By: _____

Its: _____



City of Ketchum

CITY COUNCIL MEETING AGENDA MEMO

Meeting Date: Staff Member/Dept:

Agenda Item:

Recommended Motion:

I move to approve the new contract with Molly Snee for design services, effective March 12, 2024-August 21, 2024.

Reasons for Recommendation:

The new contract and retainer fee would amend the current contract and monthly fee for services.

The new contract would save the city about \$2,000 a month in design services, which are now done in-house.

The new contract terms are shorter than prior contracts with Molly Snee, allowing city staff to evaluate services and renegotiate terms more frequently.

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

Designer Molly Snee has been working under a previously approved monthly retainer fee of \$5,000 a month to create print, web, and social media collateral for the City of Ketchum. Since then, the City has hired two in-house staff (Daniel Hansen and Cyndy King) to design communications. The full scope of Molly Snee's contract is no longer needed. If approved, the new contract amount of \$3,000 a month would be adopted effective immediately. It would also allow staff to evaluate and renegotiate the contract in six months.

Sustainability Impact:

None OR state impact here: None

Financial Impact:

None OR Adequate funds exist in account:	These funds are budgeted for, but the money saved could be used to better support staff in other ways.
--	--

Attachments:

1. Independent Contractor Agreement #24074 – Molly Snee

2. Exhibit A – Monthly Retainer Fee
3. Purchase Order #24074 – Molly Snee



City of Ketchum

INDEPENDENT CONTRACTOR AGREEMENT #24074 WITH MOLLY SNEE FOR DESIGN SERVICES

This Independent Contractor Agreement ("Agreement") is made and entered effective to the ____ day of ____ 2024, by and between the City of Ketchum, an Idaho municipal corporation ("City"), and Molly Snee ("Contractor").

FINDINGS

- A. The City is a municipal corporation duly organized and existing under the laws of the State of Idaho.
- B. The City is empowered to enter into contracts and take such steps as are reasonably necessary to maintain the peace, good government and welfare of the City. Idaho Code §50-301 *et seq.*
- C. Contractor independently provides certain professional services which may be beneficial and of use for the general welfare of the City.
- D. The City finds that it is economical and efficient and that is in the best interests of the City to contract with Contractor for certain services as set forth herein ("Services").

NOW, THEREFORE, the Parties enter into this Agreement according to the following terms and conditions:

1. **Description of Services.** *See Exhibit A*
2. **Payment for Services.** In exchange for the Services, the City shall pay Contractor per fees on Exhibits A. Contractor shall track and report to the City as to the Service activities. Invoices for payment will be submitted monthly and payment will be made by City upon City review and approval within approximately thirty days.
3. **Term.** The term of this Agreement shall be through the duration and conclusion of the Services, not to exceed six months from the date of this Agreement. This term may be renewed or extended upon further written agreement between the parties.
4. **Independent Contractor.** Contractor performs the Services hereunder solely and exclusively as an independent contractor. Contractor is not an employee, servant, agent, partner, or joint venture of the City. The City will determine the projects or Services to be done by Contractor, but Contractor will determine the legal means by which it accomplishes the work specified by the City. This Agreement shall not be construed to create or establish any employer-employee relationship between the City and Contractor or make Contractor eligible for any City employment benefits. Contractor is solely responsible for all withholding and payment of all applicable federal, state, and local income or payroll taxes of any kind.

5. **Performance and Warranty.** Contractor will provide its own tools and equipment as needed to perform the Services. Contractor warrants that all equipment used to perform this Agreement will function safely, properly, and efficiently. Contractor warrants that all services will be timely performed in a safe, professional, and workmanlike manner.
6. **Indemnification.** Contractor releases, holds harmless, and agrees to indemnify City from and against all claims, suits, damages (including, without limitation, damages to persons and property including deaths, and all tax responsibilities), costs, losses, and expenses, in any manner related to or arising from the acts or omissions of Contractor, its managers, members, directors, officers, shareholders, agents, and employees.
7. **Limits of Liability.** Except for Consultant's confidentiality and indemnity obligations, respectively, and except for actions or claims arising from gross negligence or intentional or willful misconduct, Consultant's total liability to City shall not exceed the greater of (i) the total Consultant compensation value for the subtask of the project or (ii) the amount of recoverable insurance, regardless of whether any action or claim is based upon contract, warranty, tort (including negligence) or strict liability.
8. **Licensing.** Contractor represents that Contractors possesses the requisite skill, knowledge, and experience necessary to perform the Services. Contractor represents it has or agrees to obtain and maintain all necessary registrations, licenses, and insurance as may be required by the State of Idaho for the performance of the Services under this Agreement.
9. **Insurance.** Contractor is not covered by the City's liability insurance policy. Contractor shall carry and maintain liability insurance in the following minimum amounts:

General liability	\$1,000,000.00 per occurrence; \$2,000,000.00 aggregate.
Personal Auto Liability	\$500,000.00 per accident with \$2,000,000 umbrella policy.
Professional Liability	\$1,000,000.00 per occurrence; \$2,000,000.00 aggregate.
Worker's Compensation	As required by the State of Idaho, and not less than \$1,000,000.00 (Not currently required due to no employees)

Proof of said insurance shall be provided to City. Each policy of insurance required shall provide for no less than thirty-day advance notice to City prior to cancellation. In addition, the City shall be named an "Additional Insured" by all contractors and subcontractors.

10. **Notice.** All notices under this Agreement shall be in writing and addressed as follows:

CITY:
City of Ketchum
P.O. Box 2315
Ketchum, ID 83340

CONTRACTOR
Molly Snee
P.O. Box 403
Ketchum, ID 83340

11. **Compliance with Laws/Public Records.** Contractor, its managers, members, directors, officers, shareholders, agents, and employees shall comply with all federal, state and local laws, rules, and ordinances. This Agreement does not relieve Contractor of any obligation or responsibility imposed upon Contractor by law. Without limitation, Contractor hereby acknowledges that all writings and documents, including without limitation email, containing information relating to the conduct or administration of the public's business prepared by Contractor for City regardless of physical form or characteristics may be public records pursuant to the Idaho Public Records Act. Contractor further acknowledges that, subject to certain limitations, the public may examine and take a copy of all such public writings and records. Accordingly, Contractor shall maintain such writings and records in such a manner that they may readily identified, retrieved and made available for such inspection and copying. Should Contractor wish to claim an exemption to disclosure on any record, Contractor shall identify such in advance and assume all costs of defense on any associated legal action to defend such claimed exemption from disclosure.
12. **Non-Assignment.** Contractor hereby acknowledges that City has agreed to enter this Agreement based in part on Contractor's unique skills and reputation for professional work. Accordingly, Contractor may not assign, subcontract, or transfer in any manner this Agreement or any of Contractor's right, title or interest in or to this Agreement without the prior written consent of City.
13. **Amendments.** This Agreement may only be changed, modified, or amended in writing executed by all parties.
14. **Non-Waiver.** The failure of either party to exercise any of its rights under this Agreement at any time does not constitute a breach of this Agreement and shall not be deemed to be a waiver of such rights or a waiver of any subsequent breach.
15. **Headings.** The headings in the Agreement are inserted for convenience and identification only and are in no way intended to describe, interpret, define, or limit the scope, extent, or intent of this Agreement or any provision hereof.
16. **Attorney Fees and Costs.** In the event that either party hereto is required to retain the services of an attorney to enforce any of its rights hereunder, the non-prevailing party shall pay to the prevailing party all reasonable costs and attorney fees incurred in such enforcement, whether or not litigation is commenced and including reasonable costs and attorney fees on appeal.
17. **Governing Law.** This Agreement shall be governed by the laws of the State of Idaho. Venue shall be in the Fifth Judicial District, Blaine County, Idaho.

18. Entire Agreement. This Agreement contains the entire Agreement between the parties respecting the matters herein set forth and supersedes any and all prior Agreements between the parties hereto respecting such matter.
19. Severability. If any part of this Agreement is held to be invalid or unenforceable, such part shall be considered as stricken and the rest of this Agreement shall continue in full force and effect and so as to preserve the agreement and intent to the fullest possible extent.
20. Execution and Signatures. This Agreement may be executed simultaneously in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
21. Authority. The parties executing this Agreement warrant, state, acknowledge, and affirm that they have the authority to sign the same and to bind themselves to the terms contained herein.

IN WITNESS WHEREOF, the Parties execute this Agreement.

CITY OF KETCHUM

MOLLY SNEE, CONTRACTOR

Neil Bradshaw, Mayor

Molly Snee, Owner

ATTEST:

Trent Donat
City Clerk

MOLLY SNEE	ESTIMATE
P.O. Box 403 Ketchum, ID 83340 703.408.3615	February 21, 2024

CLIENT NAME	City of Ketchum	ATTN	Daniel Hansen
WORK	Contract for Illustration and Design Services, February 21 - August 21, 2024		

24 Newsletters Annually:

- Header Artwork (6 full color illustrations annually)
- Spot Illustrations (1 full color missive illustration per newsletter)

7 City Events Annually:

- Original Artwork designed for each event
- Usage: Any/all event promotional materials (posters, banners, Visitor Center screen and windows, social media, printed ads)

On-call for Additional Design and Graphics:

- Graphic design or small-scale illustration and graphic work. Custom artwork billed seperately.
- As needed, up to 60 days over 6 months
- Additional days billed seperately: \$800 full day, \$400 half day

Monthly Retainer Fee: \$3,000



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: 24074

To: 5049 SNEE, MOLLY NA NA ID 83333	Ship to: CITY OF KETCHUM PO BOX 2315 KETCHUM ID 83340
--	---

P. O. Date	Created By	Requested By	Department	Req Number	Terms
03/15/2024	KCHOMA	KCHOMA		0	

Quantity	Description	Unit Price	Total
1.00	COMMUNICATION DESIGN SERVICES 01-4150-5150	18,000.00	18,000.00
	SHIPPING & HANDLING		0.00
	TOTAL PO AMOUNT		18,000.00

Authorized Signature



CITY COUNCIL MEETING AGENDA MEMO

Meeting Date: March 18, 2024 Staff Member/Dept: Abby Rivin, Senior Planner
Planning and Building Department

Agenda Item: Recommendation to hold a public hearing and approve the 219 & 221 E Canyon Run Lot Line Shift Application and Adopt the Findings of Fact, Conclusions of Law, and Decision.

Recommended Motion:

"I move to approve the 219 & 221 E Canyon Run Lot Line Shift Application and adopt the Findings of Fact, Conclusions of Law, and Decision."

Reasons for Recommendation:

- The request meets all applicable standards for Readjustment of Lot Lines as specified in the Ketchum Municipal Code's Subdivision (Title 16) regulations.
- Consistent with Ketchum Municipal Code §16.04.020, the proposal meets the definition of Readjustment of Lot Lines because: (1) the application proposes to adjust the common lot line, (2) proposed Lot 21A and Lot 12A comply with all dimensional standards required in the LR Zone, and (3) the proposal does not create additional lots or dwelling units.
- All city departments have reviewed the proposal and have no concerns with the proposed lot line shift.

Policy Analysis and Background:

The 219 & 221 E Canyon Run Boulevard Lot Line Shift Application File No. P23-107 proposes to adjust the common lot line between the two properties located at 219 & 221 E Canyon Run Boulevard within the city's Limited Residential Zoning District (LR Zone). The proposal shifts the common lot line 16.75 feet to the north. Proposed Lot 21A will have a lot area of 21,580 square feet and proposed Lot 12A (Tax Lot 7980) will have a lot area of 29,159 square feet. The lot areas proposed for Lot 21A and Lot 12A exceed the 9,000-square-foot minimum lot area required in the LR Zone pursuant to Ketchum Municipal Code (KMC) §17.12.030.

The proposal meets the definition of Readjustment of Lot Lines specified in KMC §16.04.020 because: (1) the application proposes to adjust the common lot line, (2) proposed Lot 21A and Lot 12A comply with all dimensional standards required in the LR Zone, 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 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. The city department comments were provided to the applicant on January 22, 2024. The applicant submitted revised project plans on January 26, 2024. All city department comments were addressed and resolved on the revised plat. As conditioned, the 219 & 221 E Canyon Run Boulevard Lot Line Shift Application meets the standards for Readjustment of Lot Lines under Title 16 of the Ketchum Municipal Code.

Sustainability Impact:

This application has no impact on the City's ability to meet the Ketchum Sustainability Action Plan.

Financial Impact:

None	There is no financial request to the City of Ketchum for the application and therefore no budget implications.
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Attachments:

1. Lot Line Shift Application Materials
2. Final Plat
3. Draft Findings of Fact, Conclusions of Law, and Decision



City of Ketchum
Planning & Building

OFFICIAL USE ONLY
File Number:
Date Received:
By:
Fee Paid:
Approved Date:
Denied Date:
By:

Readjustment of Lot Lines (Lot Line Shift) Application

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

OWNER INFORMATION	
Owner Name:	Bruce G. Uitarisi, trustee
Mailing Address:	PO Box 6935, Ketchum ID 83340
Phone:	617-227-0050
Email:	buitarisi@berkshirpartners.com
PROJECT INFORMATION	
Name of Proposed Plat:	Lot 21A, Sun Valley Subdivision, & Revised Tax Lot 7980
Representative of Owner:	Mark Phillips, Phillips Land Surveying
Phone:	208 720 3760
Mailing Address:	941 Cherry Creek Dr. Heiley ID 83333
Email:	p1516670.1d@gmail.com
Legal Land Description:	S 1/2 of Lot 21, and North 1/2 of Lot 12, Sun Valley Subd.
Project Address:	219 & 221 E. Canyon Run Blvd.
Number of Lots:	2
Total Land Area in Square Feet:	50,739
Number of Units:	N/A
Current Zoning District:	LR
Overlay District:	<input type="checkbox"/> Flood <input type="checkbox"/> Mountain <input type="checkbox"/> Avalanche
Easements to be Dedicated on the Final Plat (Describe Briefly):	
An easement for a waterline exists per deed, instrument number 121630. No width is provided. A 10' waterline easement may be proposed if a waterline is present.	
ATTACHMENTS NECESSARY TO COMPLETE APPLICATION	
1. A copy of a current lot book guarantee and recorded deed to the subject property;	
2. Title report	
3. PDF version of the final 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

Date

12/3/2023

Instrument # 683133

HAILEY, BLAINE, IDAHO
06-03-2021 8:30:25 AM No. of Pages: 3
Recorded for: BLAINE COUNTY TITLE
JOLYNN DRAGE Fee: \$15.00
Ex-Officio Recorder Deputy: GWB
Electronically Recorded by Simplifile



WARRANTY DEED

For Value Received,

Barbara W. Boswell, trustee of the Barbara W. Boswell Trust dated December 21, 2006, Amendment and Complete Restatement on August 13, 2010, and amended on May 16, 2016,

the Grantor, hereby grants, bargains, sells, conveys and warrants unto

Bruce G. Vitarisi, Trustee, or his successors in interest, of the 219 E. Canyon Run Trust dated May 27, 2021, and any amendments thereto

the Grantee, whose current address is: PO Box 6935, Ketchum, ID 83340

the following described premises, to-wit:


SEE EXHIBIT "A" ATTACHED HERETO

SUBJECT TO: Current General Taxes, a lien in the process of assessment, not yet due or payable. Easements, restrictions, reservations, provisions of record, and assessments, if any.

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 to and those made, suffered or done by the Grantee; and subject to all existing patent reservations; restrictions in railroad deeds of record; easements and rights of way established and of record; protective covenants of record; general taxes and assessments, including irrigation and utility assessments (if any) for the current year, which are not due and payable; and that Grantor will warrant and defend the same from all lawful claims whatsoever. Whenever the context so requires, the singular number includes the plural.

Dated this 2 day of June, 2021

BARBARA W. BOSWELL TRUST
dated December 21, 2006, as amended and
restated

By: 
Barbara W. Boswell
Trustee



491 N. Main Street, Suite 102
Ketchum, ID 83340

ELECTRONICALLY RECORDED-DO NOT
REMOVE THE COUNTY STAMPED FIRST
PAGE AS IT IS NOW INCORPORATED AS
PART OF THE ORIGINAL DOCUMENT

File No. 793029 /TG

Instrument # 689399

HAILEY, BLAINE, IDAHO
12-07-2021 11:35:45 AM No. of Pages: 2
Recorded for: PIONEER TITLE COMPANY OF BLAINE COUNTY
STEPHEN MCDUGALL GRAHAM Fee: \$15.00
Ex-Officio Recorder Deputy: JB
Electronically Recorded by Simplifile

WARRANTY DEED

For Value Received John William Kendall, an unmarried man
hereinafter referred to as Grantor, does hereby grant, bargain, sell, warrant and convey unto

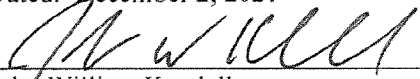
Bruce G. Vitarisi, as Trustee of the 219 E. Canyon Run Trust dated May 27, 2021
hereinafter referred to as Grantee, whose current address is P.O. Box 6935 Ketchum, ID 83340

The following described premises, to-wit:

See Exhibit A attached hereto and made a part hereof.

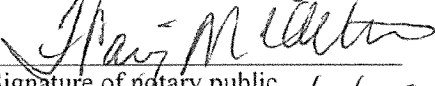
To HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee(s), and Grantees(s) heirs and assigns forever. And the said Grantor(s) does (do) hereby covenant to and with the said Grantee(s), the Grantor(s) is/are the owner(s) in fee simple of said premises; that said premises are free from all encumbrances EXCEPT those to which this conveyance is expressly made subject and those made, suffered or done by the Grantee(s); and subject to U.S. Patent reservations, restrictions, dedications, easements, rights of way and agreements, (if any) of record, and current years taxes, levies, and assessments, includes irrigation and utility assessments, (if any) which are not yet due and payable, and that Grantor(s) will warrant and defend the same from all lawful claims whatsoever.

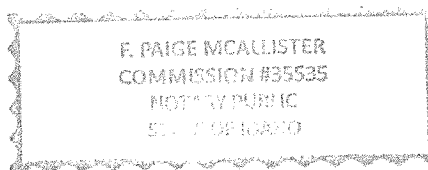
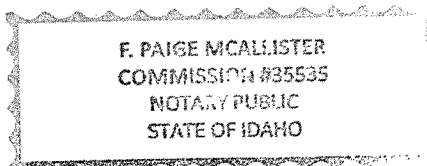
Dated: December 2, 2021


John William Kendall

State of Idaho, County of Blaine

This record was acknowledged before me on 12/6/21 by John William Kendall


Signature of notary public
Commission Expires: 1/5/24



191 / 378

11-3-69

No. 134036

WARRANTY DEED

A. WILLIAM KENDALL, ET UX TO RUDI RUDOLF ERLER, ET UX ET AL

For Value Received A. WILLIAM KENDALL, a married man, dealing with his sole and separate property, and PATRICIA H. KENDALL, his wife, who joins herein for the purpose of releasing any claim to the herein described property Hereinafter called the grantor, hereby grants, bargains, sells and conveys unto RUDI RUDOLF ERLER and JULIE D. ERLER, husband and wife AND CHARMIAN GAY JONES, a widow Hereinafter called the grantees, the following described premises, in Blaine County, Idaho, to-wit:

The South 110 feet of Lot 34 of SUN VALLEY SUBDIVISION, Blaine County, Idaho, according to the official plat thereof on file in the office of the County Recorder of Blaine County, Idaho.

Together with a well site particularly described as follows:

COMMENCING AT the Northwest corner of the South half of Lot 21 of Sun Valley Subdivision and running thence in a Southerly direction along the Westerly boundary of said Lot 21, a distance of 30 feet to the true point of beginning; thence continuing along the said Westerly line of said Lot, a distance of 30 feet; thence running in an easterly direction parallel to the South boundary of said Lot 21, a distance of 20 feet; thence running in a Northerly direction and parallel to the Westerly boundary of said Lot 21, a distance of 30 feet; thence Westerly a distance of 20 feet to the true point of beginning. Also together with an easement for water line along the Easterly boundary of said well site to the Northerly boundary of said $5\frac{1}{2}$ of said Lot 21; Thence running along the said Northerly boundary of the $5\frac{1}{2}$ of Lot 21 to and across the public road running between said Lot 21 and said Lot 34; Thence running along the Easterly boundary of said public road and along the Westerly boundary of said Lot 34 to the point approximately 115 feet North of the Southwest corner of said Lot 34; thence Easterly and parallel to the South boundary of said Lot 34 to the Easterly boundary of said Lot 34, with full power and authority to maintain, repair, replace and improve such water lines or any part thereof and for that purpose to use such tools and equipment upon the lands crossed by such easement as might be necessary, convenient or proper to accomplish such purpose and the right to use in common with others an alley easement right of way 10 feet in width adjoining the Northerly boundary line of the premises herein described

SUBJECT to Restrictions contained in Warranty Deed recorded April 7, 1949, in Book 159 of Deeds, page 107, records of Blaine County, Idaho.

Grantee herein agrees not to build within 50 feet of Canyon Run Boulevard.

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee and to the Grantee's heirs and assigns forever. And the said Grantor does hereby covenant to and with the said Grantee, that the Grantor is the owner in fee simple of said premises; that they are free from all incumbrances except as described above and that Grantor will warrant and defend the same from all lawful claims whatsoever.

Dated: October 29, 1959

A. William Kendall
A. William Kendall


Patricia H. Kendall
Patricia H. Kendall

EXHIBIT A

South Half of Lot 21 of Sun Valley Subdivision as the same appears on the Official Plat thereof on file and of record in the Office of the County Recorder of Blaine County, Idaho.

State of Idaho
County of

This record was acknowledged before me on 2 day of June, 2021, by Barbara W. Boswell, Trustee
of the Barbara W. Boswell Trust dated December 21, 2006, as amended and restated
(STAMP)



Notary Public

My Commission Expires: 7-26-2023

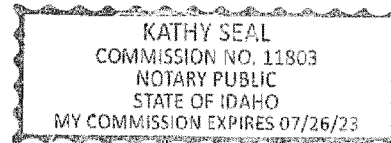


EXHIBIT "A"
LEGAL DESCRIPTION

North ½ of Lot 12, SUN VALLEY SUBDIVISION, according to the official plat thereof, recorded as Instrument No. 92929, records of Blaine County, Idaho and also described by metes and bounds with reference to record of Survey recorded as Instrument No. 522396 as follows:

Commencing at the West ¼ corner of Section 12, Township 4 North, Range 17 East, Boise Meridian, Blaine County, Idaho; Thence South 52°59'57" East 3,070.97 to the POINT OF BEGINNING;
Thence North 87°04'17" East 225.76 feet;
Thence South 00°07'52" West 112.54 feet;
Thence South 87°07'41" West 226.65 feet;
Thence North 00°35'33" East 112.37 feet to the point of beginning. (Tax Lot 7980)

CLTA LOT BOOK GUARANTEE

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

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

GUARANTEES

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


Countersigned by:


Authorized Countersignature

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




Frederick H. Eppinger
President and CEO


David Hisey
Secretary

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

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File No.: 2325143

Lot Book Guarantee (6-6-92)

Page 1 of 3 of Policy Serial No.: G-2222-000089831

GUARANTEE CONDITIONS AND STIPULATIONS

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

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File No.: 2325143

Lot Book Guarantee (6-6-92)

Page 2 of 3 of Policy Serial No.: G-2222-000089831

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

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

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

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

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

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

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

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

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

9. Limitation of Liability –

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

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

11. Payment of Loss

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

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

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

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

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

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

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

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

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File No.: 2325143

Lot Book Guarantee (6-6-92)

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LOT BOOK GUARANTEE SCHEDULE A

File No.: 2325143

Guarantee No.: G-2222-000089831

Date of Guarantee: July 31, 2023 at 5:00 P.M.

Liability: \$1,000.00

Premium: \$150.00

A. Assured:

Jon Meyer

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

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

North ½ of Lot 12, SUN VALLEY SUBDIVISION, as shown on the official plat thereof, recorded as Instrument No. 92929, records of Blaine County, Idaho and also described by metes and bounds with reference to record of Survey recorded as Instrument No. 522396 as follows:

Commencing at the West ¼ corner of Section 12, Township 4 North, Range 17 East, Boise Meridian, Blaine County, Idaho; Thence South 52°59'57" East 3,070.97 to the POINT OF BEGINNING;

Thence North 87°04'17" East 225.76 feet;

Thence South 00°07'52" West 112.54 feet;

Thence South 87°07'41" West 226.65 feet;

Thence North 00°35'33" East 112.37 feet to the point of beginning. (Tax Lot 7980)

AND

The South Half of Lot 21, SUN VALLEY SUBDIVISION, as shown on the official plat thereof, recorded as Instrument No. 92929, records of Blaine County, Idaho

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

Warranty Deed, recorded as Document No. 683133 and 689399, conveying said real property to:

Bruce G. Vitarisi, Trustee, or his successors in interest, of the 219 E. Canyon Run Trust dated May 27, 2021, and any amendments thereto

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

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

C. Exceptions:

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records. Proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by Public Records.
2. Any facts, rights, interests, or claims which are not shown by the Public Records, but which could be ascertained by an inspection of the Land or by making inquiry of persons in possession thereof.
3. Easements, liens, or encumbrances, or claims thereof, which are not shown by the Public Records.
4. Discrepancies, conflicts in boundary lines, shortages in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by the public records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims, or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the Public Records.
6. Any lien or right to a lien for services, labor, equipment or material heretofore or hereafter furnished, imposed by law and not shown by the Public Records.
7. Rights of the state or federal government and/or public in and to any portion of the land for right of way (whether or not such rights are shown by recordings of easements and/or maps in the Public Records by the State of Idaho showing the general location of these rights of way).
8. Minerals of whatsoever kind, subsurface and surface substances, including but not limited to coal, lignite, oil, gas, uranium, clay, rock, sand and gravel in, on, under and that may be produced from the Land, together with all rights, privileges, and immunities relating thereto, whether or not appearing in the Public Records or listed in Schedule B. Stewart makes no representation as to the present ownership of any such interests. There may be leases, grants, exceptions or reservations of interest that are not listed
9. General taxes for the year 2023 and subsequent years, which are a lien due not yet payable.

Note: General taxes for the year 2022, a lien in the amount of \$19,173.64, which are paid in full. (Parcel No. RPK0535000012A)

Note: General taxes for the year 2022, a lien in the amount of \$6,128.94, which are paid in full. (Parcel No. RPK0535000021C)

10. Water and sewer charges of the City of Ketchum.
11. Ketchum rubbish charges billed by Clear Creek Disposal.
12. Notes, Easements and Restrictions as shown on the official plat of Sun Valley Subdivision, recorded January 16, 1948 as [Instrument No. 92929](#), records of Blaine County, Idaho.
13. Restrictions, Conditions and Covenants, including the terms and provisions thereof, as shown in Warranty Deed recorded May 3, 1948 in Book 158 of Deeds at page 388, as [Instrument No. 93410](#), records of Blaine County, Idaho

14. Easement being appurtenant to Lot 34 of said Sun Valley Subdivision, including the terms and provisions thereof, for the purpose of maintaining, repairing, replacing and improving the water line as now constructed upon said easement right-of-way and with the right of usage of such tools and equipment as may be necessary, as shown in that certain Warranty Deed recorded January 8, 1956 in Book 178 of Deeds at page 504, as [Instrument No. 121630](#), records of Blaine County, Idaho.
15. Facts evidenced by that certain Survey, recorded July 1, 2005, as [Instrument No. 522396](#), records of Blaine County, Idaho.
16. Deed of Trust to secure an indebtedness in the amount shown below, and any other obligations secured thereby:
Amount: \$4,050,000.00
Dated: 08/27/2021
Grantor: Bruce G. Vitarisi, Trustee, or his successors in interest, of the 219 E. Canyon Run Trust dated May 27, 2021, and any amendments thereto
Trustee: Pioneer Title Company of Ada County
Beneficiary: Wells Fargo Bank, N.A.
Recorded: 09/03/2021, as Instrument No. 686266, records of Blaine County, Idaho

STEWART TITLE GUARANTY COMPANY PRIVACY NOTICE

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

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

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

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

Stewart may collect personal information about you from:

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

Stewart may use your personal information for the following purposes:

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

Stewart may use or disclose the personal information we collect for one or more of the following purposes:

- a. To fulfill or meet the reason for which the information is provided.
- b. To provide, support, personalize, and develop our website, products, and services.
- c. To create, maintain, customize, and secure your account with Stewart.
- d. To process your requests, purchases, transactions, and payments and prevent transactional fraud.
- e. To prevent and/or process claims.
- f. To assist third party vendors/service providers who complete transactions or perform services on Stewart's behalf pursuant to valid service provider agreements.
- g. As necessary or appropriate to protect the rights, property or safety of Stewart, our customers or others.
- h. To provide you with support and to respond to your inquiries, including to investigate and address your concerns and monitor and improve our responses.
- i. To help maintain the safety, security, and integrity of our website, products and services, databases and other technology-based assets, and business.
- j. To respond to law enforcement or regulator requests as required by applicable law, court order, or governmental regulations.
- k. Auditing for compliance with federal and state laws, rules and regulations.
- l. Performing services including maintaining or servicing accounts, providing customer service, processing or fulfilling orders and transactions, verifying customer information, processing payments.
- m. To evaluate or conduct a merger, divestiture, restructuring, reorganization, dissolution, or other sale or transfer of some or all of our assets, whether as a going concern or as part of bankruptcy, liquidation, or similar proceeding, in which personal information held by us is among the assets transferred.

Stewart will not collect additional categories of personal information or use the personal information we collected for materially different, unrelated, or incompatible purposes without providing you notice.

Disclosure of Personal Information to Affiliated Companies and Nonaffiliated Third Parties

Stewart does not sell your personal information to nonaffiliated third parties. Stewart may share your information with those you have designated as your agent throughout the course of your transaction (for example, a realtor, broker, or a lender). Stewart may disclose your personal information to a non-affiliated third party for a business purpose. Typically, when we disclose personal information for a business purpose, we enter in a contract that describes the purpose and requires the recipient to both keep that personal information confidential and not use it for any purpose except performing the contract.

We share your personal information with the following categories of third parties:

- a. Non-affiliated service providers and vendors we contract with to render specific services (For example, search companies, mobile notaries, and companies providing credit/debit card processing, billing, shipping, repair, customer service, auditing, marketing, etc.)
- b. To enable Stewart to prevent criminal activity, fraud, material misrepresentation, or nondisclosure.
- c. Stewart's affiliated and subsidiary companies.
- d. Non-affiliated third-party service providers with whom we perform joint marketing, pursuant to an agreement with them to jointly market financial products or services to you.
- e. Parties involved in litigation and attorneys, as required by law.
- f. Financial rating organizations, rating bureaus and trade associations.
- g. Federal and State Regulators, law enforcement and other government entities to law enforcement or authorities in connection with an investigation, or in response to a subpoena or court order.

The law does not require your prior authorization or consent and does not allow you to restrict the disclosures described above. Additionally, we may disclose your information to third parties for whom you have given us authorization or consent to make such disclosure. We do not otherwise share your Personal Information or Browsing Information with non-affiliated third parties, except as required or permitted by law.

Right to Limit Use of Your Personal Information

You have the right to opt-out of sharing of your personal information among our affiliates to directly market to you. To opt-out of sharing to our affiliates for direct marketing, you may send an "opt out" request to Privacyrequest@stewart.com, or contact us through other available methods provided under "Contact Information" in this Notice. We do not share your Personal Information with nonaffiliates for their use to direct market to you without your consent.

How Stewart Protects Your Personal Information

Stewart maintains physical, technical and administrative safeguards and policies to protect your personal information.

Contact Information

If you have questions or comments about this Notice, the ways in which Stewart collects and uses your information described herein, your choices and rights regarding such use, or wish to exercise your rights under law, please do not hesitate to contact us at:

Phone: Toll Free at 1-866-571-9270

Email: Privacyrequest@stewart.com

Postal Address: Stewart Information Services Corporation
Attn: Mary Thomas, Chief Compliance and Regulatory Officer
1360 Post Oak Blvd., Ste. 100, MC #14-1
Houston, TX 77056

Privacy Notice at Collection for California Residents

Pursuant to the California Consumer Privacy Act of 2018 ("CCPA") and the California Privacy Rights Act of 2020, effective January 1, 2023 ("CPRA"), Stewart Information Services Corporation and its subsidiary companies (collectively, "Stewart") are providing this **Privacy Notice at Collection for California Residents** ("CCPA & CPRA Notice"). This CCPA & CPRA Notice supplements the information contained in Stewart's existing privacy notice and applies solely to all visitors, users, and consumers and others who reside in the State of California or are considered California Residents as defined in the CCPA & CPRA ("consumers" or "you"). All terms defined in the CCPA & CPRA have the same meaning when used in this Notice.

Personal and Sensitive Personal Information Stewart Collects

- Publicly available information from government records.
- Deidentified or aggregated consumer information.
- Certain personal information protected by other sector-specific federal or California laws, including but not limited to the Fair Credit Reporting Act (FCRA), Gramm Leach Bliley Act (GLBA) and California Financial Information Privacy Act (FIPA).

Specifically, Stewart has collected the following categories of **personal and sensitive personal information** from consumers within the last twelve (12) months:

Category	Examples	Collected
A. Identifiers	A real name, alias, postal address, unique personal identifier, online identifier, Internet Protocol address, email address, account name, Social Security number, driver's license number, passport number, or other similar identifiers	YES
B. Personal information categories listed in the California Customer Records statute (Cal. Civ. Code § 1798.80(e)).	A name, signature, Social Security number, physical characteristics or description, address, telephone number, passport number, driver's license or state identification card number, insurance policy number, education, employment, employment history, bank account number, credit card number, debit card number, or any other financial information, medical information, or health insurance information. Some personal information included in this category may overlap with other categories.	YES
C. Protected classification characteristics under California or federal law	Age (40 years or older), race, color, ancestry, national origin, citizenship, religion or creed, marital status, medical condition, physical or mental disability, sex (including gender, gender identity, gender expression, pregnancy or childbirth and related medical conditions), sexual orientation, veteran or military status, genetic information (including familial genetic information).	YES
D. Commercial information	Records of personal property, products or services purchased, obtained, or considered, or other purchasing or consuming histories or tendencies.	YES
E. Biometric information.	Genetic, physiological, behavioral, and biological characteristics, or activity patterns used to extract a template or other identifier or identifying information, such as, fingerprints, faceprints, and voiceprints, iris or retina scans, keystroke, gait, or other physical patterns, and sleep, health, or exercise data.	YES
F. Internet or other similar network activity.	Browsing history, search history, information on a consumer's interaction with a website, application, or advertisement.	YES

G. Geolocation data.	Physical location or movements.	YES
H. Sensory data.	Audio, electronic, visual, thermal, olfactory, or similar information.	YES
I. Professional or employment-related information.	Current or past job history or performance evaluations.	YES
J. Non-public education information (per the Family Educational Rights and Privacy Act (20 U.S.C. Section 1232g, 34 C.F.R. Part 99)).	Education records directly related to a student maintained by an educational institution or party acting on its behalf, such as grades, transcripts, class lists, student schedules, student identification codes, student financial information, or student disciplinary records.	YES
K. Inferences drawn from other personal information.	Profile reflecting a person's preferences, characteristics, psychological trends, predispositions, behavior, attitudes, intelligence, abilities, and aptitudes.	YES

Stewart obtains the categories of personal and sensitive information listed above from the following categories of sources:

- Directly and indirectly from customers, their designees, or their agents (For example, realtors, lenders, attorneys, brokers, etc.)
- Directly and indirectly from activity on Stewart's website or other applications.
- From third-parties that interact with Stewart in connection with the services we provide.

Use of Personal and Sensitive Personal Information

Stewart may use or disclose the personal or sensitive information we collect for one or more of the following purposes:

- To fulfill or meet the reason for which the information is provided.
- To provide, support, personalize, and develop our website, products, and services.
- To create, maintain, customize, and secure your account with Stewart.
- To process your requests, purchases, transactions, and payments and prevent transactional fraud.
- To prevent and/or process claims.
- To assist third party vendors/service providers who complete transactions or perform services on Stewart's behalf pursuant to valid service provider agreements.
- As necessary or appropriate to protect the rights, property or safety of Stewart, our customers or others.
- To provide you with support and to respond to your inquiries, including to investigate and address your concerns and monitor and improve our responses.
- To personalize your website experience and to deliver content and product and service offerings relevant to your interests, including targeted offers and ads through our website, third-party sites, and via email or text message (with your consent, where required by law).
- To help maintain the safety, security, and integrity of our website, products and services, databases and other technology-based assets, and business.
- To respond to law enforcement or regulator requests as required by applicable law, court order, or governmental regulations.
- Auditing for compliance with federal and state laws, rules and regulations.
- Performing services including maintaining or servicing accounts, providing customer service, processing or fulfilling orders and transactions, verifying customer information, processing payments, providing advertising or marketing services or other similar services.
- To evaluate or conduct a merger, divestiture, restructuring, reorganization, dissolution, or other sale or transfer of some or all of our assets, whether as a going concern or as part of bankruptcy, liquidation, or similar proceeding, in which personal information held by us is among the assets transferred.

Stewart will not collect additional categories of personal or sensitive information or use the personal or sensitive information we collected for materially different, unrelated, or incompatible purposes without providing you notice.

Disclosure of Personal Information to Affiliated Companies and Nonaffiliated Third Parties

Stewart does not sell your personal information to nonaffiliated third parties. Stewart may share your information with those you have designated as your agent throughout the course of your transaction (for example, a realtor, broker, or a lender). Stewart may disclose your personal information to a third party for a business purpose. Typically, when we disclose personal information for a business purpose, we enter into a contract that describes the purpose and requires the recipient to both keep that personal information confidential and not use it for any purpose except performing the contract.

We share your personal information with the following categories of third parties:

- a. Service providers and vendors we contract with to render specific services (For example, search companies, mobile notaries, and companies providing credit/debit card processing, billing, shipping, repair, customer service, auditing, marketing, etc.)
- b. Affiliated Companies.
- c. Parties involved in litigation and attorneys, as required by law.
- d. Financial rating organizations, rating bureaus and trade associations.
- e. Federal and State Regulators, law enforcement and other government entities

In the preceding twelve (12) months, Stewart has disclosed the following categories of personal information for a business purpose:

Category A:	Identifiers
Category B:	California Customer Records personal information categories
Category C:	Protected classification characteristics under California or federal law
Category D:	Commercial Information
Category E:	Biometric Information
Category F:	Internet or other similar network activity
Category G:	Geolocation data
Category H:	Sensory data
Category I:	Professional or employment-related information
Category J:	Non-public education information
Category K:	Inferences

Your Consumer Rights and Choices Under CPPA and CPRA

Your Rights Under CCPA

The CCPA provides consumers (California residents as defined in the CCPA) with specific rights regarding their personal information. This section describes your CCPA rights and explains how to exercise those rights.

Access to Specific Information and Data Portability Rights

You have the right to request that Stewart disclose certain information to you about our collection and use of your personal information over the past 12 months. Once we receive and confirm your verifiable consumer request, Stewart will disclose to you:

- The categories of personal information Stewart collected about you.
- The categories of sources for the personal information Stewart collected about you.
- Stewart's business or commercial purpose for collecting that personal information.
- The categories of third parties with whom Stewart shares that personal information.
- The specific pieces of personal information Stewart collected about you (also called a data portability request).
- If Stewart disclosed your personal data for a business purpose, a listing identifying the personal information categories that each category of recipient obtained.

Deletion Request Rights

You have the right to request that Stewart delete any of your personal information we collected from you and retained, subject to certain exceptions. Once we receive and confirm your verifiable consumer request, Stewart will delete (and direct our service providers to delete) your personal information from our records, unless an exception applies.

Stewart may deny your deletion request if retaining the information is necessary for us or our service providers to:

1. Complete the transaction for which we collected the personal information, provide a good or service that you requested, take actions reasonably anticipated within the context of our ongoing business relationship with you, or otherwise perform our contract with you.
2. Detect security incidents, protect against malicious, deceptive, fraudulent, or illegal activity, or prosecute those responsible for such activities.
3. Debug products to identify and repair errors that impair existing intended functionality.

4. Exercise free speech, ensure the right of another consumer to exercise their free speech rights, or exercise another right provided for by law.
5. Comply with the California Electronic Communications Privacy Act (Cal. Penal Code § 1546 seq.)
6. Engage in public or peer-reviewed scientific, historical, or statistical research in the public interest that adheres to all other applicable ethics and privacy laws, when the information's deletion may likely render impossible or seriously impair the research's achievement, if you previously provided informed consent.
7. Enable solely internal uses that are reasonably aligned with consumer expectations based on your relationship with us.
8. Comply with a legal obligation.
9. Make other internal and lawful uses of that information that are compatible with the context in which you provided it.

Your Rights Under CPRA

CPRA expands upon your consumer rights and protections offered by the CCPA. This section describes your CPRA rights and explains how to exercise those rights.

Opt-Out of Information Sharing and Selling

Stewart does not share or sell information to third parties, as the terms are defined under the CCPA and CPRA. Stewart only shares your personal information as commercially necessary and in accordance with this CCPA & CPRA Notice.

Correction of Inaccurate Information

You have the right to request that Stewart correct any inaccurate information maintained about.

Limit the Use of Sensitive Personal Information

You have the right to limit how your sensitive personal information, as defined in the CCPA and CPRA is disclosed or shared with third parties.

Exercising Your Rights Under CCPA and CPRA

To exercise the access, data portability, deletion, opt-out, correction, or limitation rights described above, please submit a verifiable consumer request to us by the available means provided below:

1. Calling us Toll Free at 1-866-571-9270
2. Emailing us at Privacyrequest@stewart.com; or
3. Visiting <http://stewart.com/ccpa>.

Only you, or someone legally authorized to act on your behalf, may make a verifiable consumer request related to your personal information. You may also make a verifiable consumer request on behalf of your minor child, if applicable.

To designate an authorized agent, please contact Stewart through one of the methods mentioned above.

You may only make a verifiable consumer request for access or data portability twice within a 12-month period. The verifiable consumer request must:

- Provide sufficient information that allows us to reasonably verify you are the person about whom we collected personal information or an authorized representative.
- Describe your request with sufficient detail that allows us to properly understand, evaluate, and respond to it.

Stewart cannot respond to your request or provide you with personal information if we cannot verify your identity or authority to make the request and confirm the personal information relates to you.

Making a verifiable consumer request does not require you to create an account with Stewart.

Response Timing and Format

We endeavor to respond to a verifiable consumer request within forty-five (45) days of its receipt. If we require more time (up to an additional 45 days), we will inform you of the reason and extension period in writing.

A written response will be delivered by mail or electronically, at your option.

Any disclosures we provide will only cover the 12-month period preceding the verifiable consumer request's receipt. The response we provide will also explain the reasons we cannot comply with a request, if applicable. For data portability requests, we will select a format to provide your personal information that is readily useable and should allow you to transmit the information from one entity to another entity without hindrance.

Stewart does not charge a fee to process or respond to your verifiable consumer request unless it is excessive, repetitive, or manifestly unfounded. If we determine that the request warrants a fee, we will tell you why we made that decision and provide you with a cost estimate before completing your request.

Non-Discrimination

Stewart will not discriminate against you for exercising any of your CCPA and CPRA rights. Unless permitted by the CCPA or CPRA, we will not:

- Deny you goods or services.
- Charge you a different prices or rates for goods or services, including through granting discounts or other benefits, or imposing penalties.
- Provide you a different level or quality of goods or services.
- Suggest that you may receive a different price or rate for goods or services or a different level or quality of goods or services.

Record Retention

Your personal information will not be kept for longer than is necessary for the business purpose for which it is collected and processed. We will retain your personal information and records based on established record retention policies pursuant to California law and in compliance with all federal and state retention obligations. Additionally, we will retain your personal information to comply with applicable laws, regulations, and legal processes (such as responding to subpoenas or court orders), and to respond to legal claims, resolve disputes, and comply with legal or regulatory recordkeeping requirements

Changes to This CCPRA & CPRA Notice

Stewart reserves the right to amend this CCPA & CPRA Notice at our discretion and at any time. When we make changes to this CCPA & CPRA Notice, we will post the updated Notice on Stewart's website and update the Notice's effective date.

Link to Privacy Notice

Stewarts Privacy Notice can be found on our website at <https://www.stewart.com/en/privacy.html>.

Contact Information

If you have questions or comments about this notice, the ways in which Stewart collects and uses your information described herein, your choices and rights regarding such use, or wish to exercise your rights under California law, please do not hesitate to contact us at:

Phone: Toll Free at 1-866-571-9270

Website: <http://stewart.com/ccpa>

Email: Privacyrequest@stewart.com

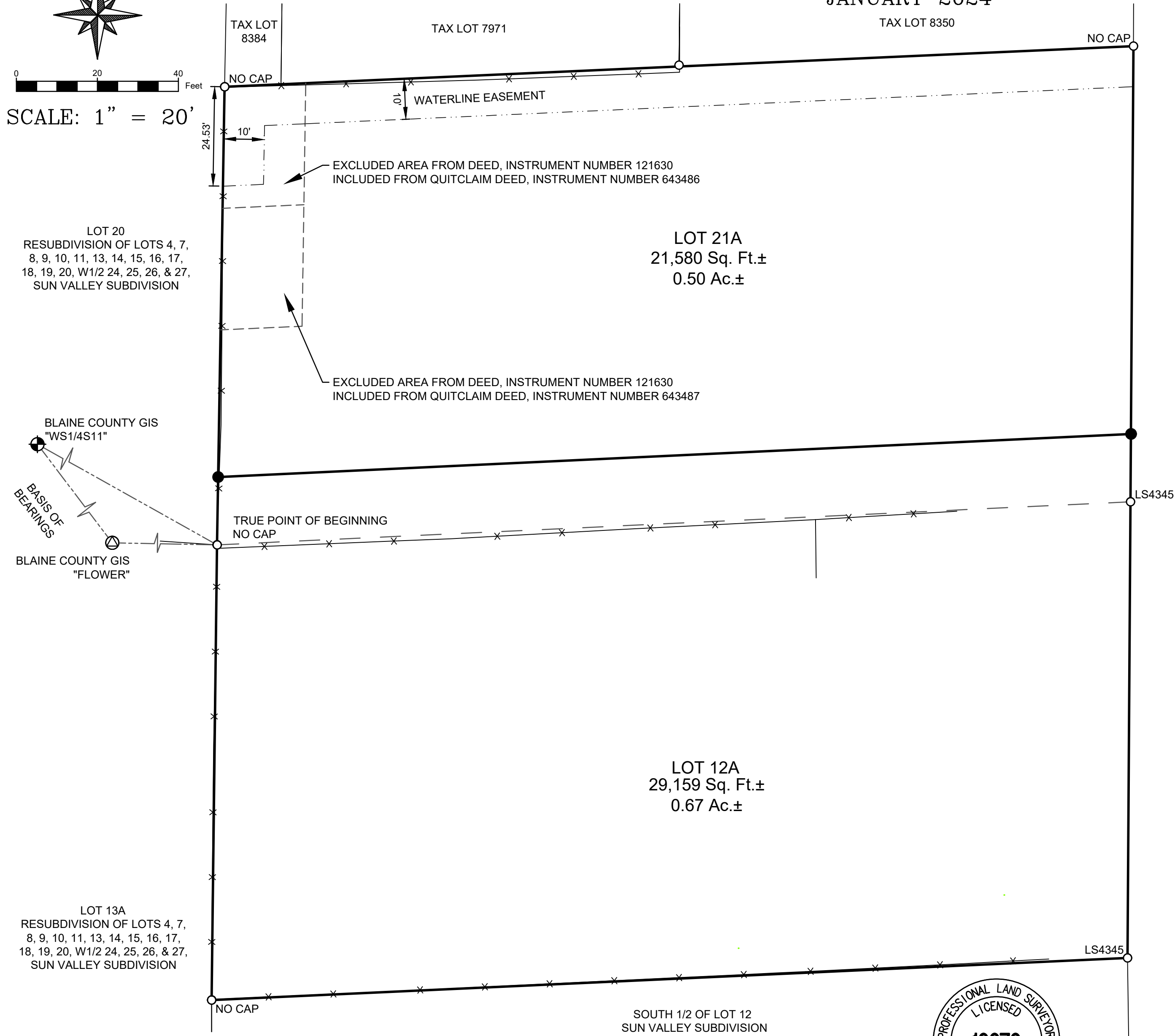
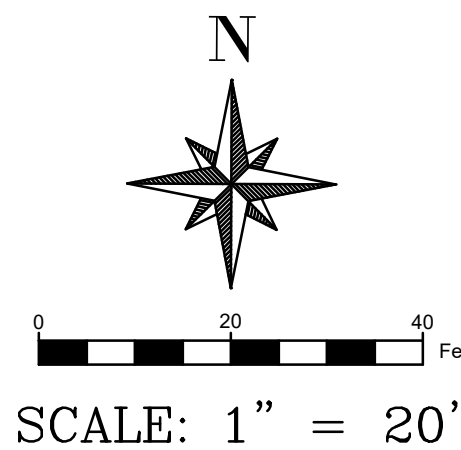
Postal Address: Stewart Information Services Corporation
Attn: Mary Thomas, Chief Compliance and Regulatory Officer
1360 Post Oak Blvd., Ste. 100, MC #14-1
Houston, TX 77056

A LOT LINE SHIFT PLAT SHOWING

LOT 12A & LOT 21A, SUN VALLEY SUBDIVISION

WHEREIN THE LOT LINE BETWEEN THE SOUTH 1/2 OF LOT 21, SUN VALLEY SUBDIVISION, AND TAX LOT 7980, BEING THE NORTH 1/2 OF LOT 12, SUN VALLEY SUBDIVISION, IS SHIFTED AS SHOWN HEREON LOCATED WITHIN SECTION 12, T.4 N., R. 17 E., B.M., CITY OF KETCHUM, BLAINE COUNTY, IDAHO

JANUARY 2024



LEGEND

- Property Line
- Adjoiner's Lot Line
- Centerline of Right of Way
- Previous Lot Line
- Area of Quitclaims
- Easement, type and width as shown
- GIS Tie Line
- Fence Line
- Found 1/2" Rebar
- Found Aluminum Cap on 5/8" Rebar
- Found Brass Cap on 1" Steel Pipe
- Set 5/8" Rebar, PLS16670

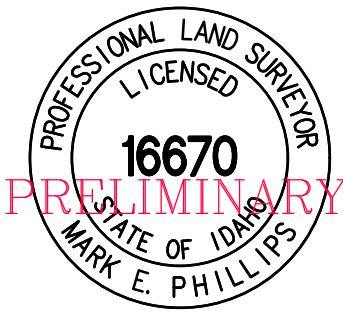
SURVEY NARRATIVE & NOTES

- The purpose of this survey is to show the monuments found during the boundary retracement of the South 1/2 of Lot 21, Sun Valley Subdivision, and Tax Lot 7980, being the North 1/2 of Lot 12, Sun Valley Subdivision, and shift the common boundary line between the properties as shown hereon, creating Lot 12A & Lot 21A, Sun Valley Subdivision. The Boundary shown is based on found Lot Corner Monuments, the plat of Sun Valley Subdivision, Instrument Number 92929, and the Record of Survey for Sun Valley Subdivision North 1/2 Lot 12, Instrument Number 522396, both records of Blaine County Idaho. All found monuments have been accepted. Additional Documents used in the course of this survey include Warranty Deed Instrument Number 683133, Warranty Deed Instrument Number 689399, Quitclaim Deed Instrument Number 643486, Quitclaim Deed Instrument Number 643487, and Warranty Deed Instrument Number 121630, all records of Blaine County, Idaho. Warranty Deed Instrument Number 134036, records of Blaine County, Idaho, was also reviewed, however, Blaine County Title Company did not include said deed in the title report.
- The distances shown are measured. Refer to the above referenced documents for the previous record data.
- A Lot Book Guarantee for the subject property has been issued by Stewart Title, File Number 2325143, with a Date of Guarantee of July 31, 2023. Certain information contained in said title policy may not appear on this map or may affect items shown hereon. It is the responsibility of the owner or agent to review said policy. Some of the encumbrances listed are not plottable. Review of the specific documents listed in said policy is required, if further information is desired.
- During the course of this survey, it was observed that there exists an easement for a waterline, of unknown width along the northerly boundary of the South 1/2 of Lot 21. The Well Sites have since been quitclaimed, based on the listed Instrument Numbers. Warranty Deed Instrument Number 134036, records of Blaine County, Idaho, listed a 10 foot width along the northerly boundary of the South 1/2 of Lot 21. There is an existing well that did not fall within an existing easement, based on current documents, so a 10' waterline easement is created by this plat as shown.

HEALTH CERTIFICATE: Sanitary restrictions as required by Idaho Code Title 50, Ch. 13, have been satisfied. Sanitary restrictions may be reimposed in accordance with Idaho Code Title 50, Ch. 13, Sec. 50-1326, by issuance of a Certificate of Disapproval.

Date

South Central District Health Dept., EHS



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

LOT 12A & LOT 21A,
SUN VALLEY SUBDIVISION

PHILLIPS LAND SURVEYING, PLLC
HAILEY, IDAHO

1 OF 2
PROJECT: 2023-101

CERTIFICATE OF OWNERSHIP

This is to certify that the undersigned is the owner in fee simple of the following described parcels of land:

Parcels of land located within Section 12, T.4N., R.17E., B.M., City of Ketchum, Blaine County, Idaho, more particularly described as follows:

THE SOUTH 1/2 OF LOT 21, SUN VALLEY SUBDIVISION, & THE NORTH 1/2 OF LOT 12, SUN VALLEY SUBDIVISION, WITH THE EXTERIOR BOUNDARY OF BOTH OF THE TWO LOTS BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
COMMENCING AT THE WESTERLY PROPERTY CORNER COMMON TO SAID SOUTH 1/2 OF LOT 21 & SAID NORTH 1/2 OF LOT 12, MARKED BY A 1/2" REBAR WITH NO CAP, FROM WHICH THE EASTERLY CORNER COMMON TO SAID SOUTH 1/2 OF LOT 21 & SAID NORTH 1/2 OF LOT 12, MARKED BY A 1/2" REBAR BY LS4345, LIES N87°18'10"E, 225.77 FEET DISTANCE, AND SAID POINT BEING THE TRUE POINT OF BEGINNING;
THENCE N00° 57' 11"E, 113.07 FEET, TO A 1/2" REBAR WITH NO CAP;
THENCE N87° 26' 11"E, 224.59 FEET, TO A 1/2" REBAR WITH NO CAP;
THENCE S00° 22' 22"W, 112.48 FEET, TO A 1/2" REBAR BY LS4345;
THENCE S00° 22' 28"W, 112.58' FEET, TO A 1/2" REBAR BY LS4345;
THENCE S87° 22' 07"W, 226.36 FEET, TO A 1/2" REBAR WITH NO CAP;
THENCE N00° 40' 58"E, 112.36 FEET, TO THE TRUE POINT OF BEGINNING, CONTAINING 50,739 Sq.Ft. (1.16 Ac.), MORE OR LESS, AS COMPUTED BY COMPUTER METHODS.

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

It is the intent of the owner to hereby include said land in this plat.

Bruce G. Vitarisi, Trustee, of the 219 E. Canyon Run Trust dated May 27, 2021

ACKNOWLEDGMENT

STATE OF _____ }
COUNTY OF _____ } ss

On this ____ day of _____, 2024, before me, a Notary Public in and for said State, personally appeared Bruce G. Vitarisi, Trustee under Trust dated May 27, 2021, known or identified to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same.

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

Notary Public in and for said State

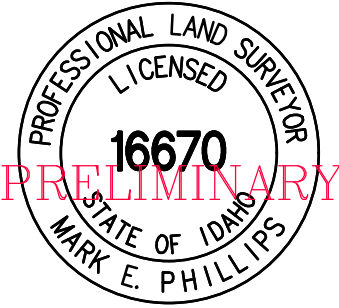
Residing in _____

My Commission Expires _____

SURVEYOR'S CERTIFICATE

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

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



BLAINE COUNTY SURVEYOR'S APPROVAL

I, Sam Young County Surveyor for Blaine County, Idaho, do hereby certify that I 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 to Plats and Surveys

Sam Young, P.L.S. 11577
Blaine County Surveyor

Date _____

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 _____, 2024, this plat was duly accepted and approved.

Trent Donat, City Clerk, City of Ketchum

KETCHUM CITY ENGINEER 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 _____, 2024, and certify that it is in accordance with the City of Ketchum subdivision ordinance.

Robyn Mattison, City Engineer, City of Ketchum

KETCHUM CITY PLANNER CERTIFICATE

I, the undersigned, Planner, in and for the City of Ketchum, Blaine County, Idaho, do hereby approve this plat on this _____ day of _____, 2024, and certify that it is in accordance with the City of Ketchum subdivision ordinance.

Abby Rivin, Planner, City of Ketchum

BLAINE COUNTY TREASURER'S APPROVAL

I, the undersigned County Treasurer in and for Blaine County, State of Idaho per the requirements of Idaho Code 50-1308, do hereby certify that any and all current and/or delinquent county property taxes for the property included in this subdivision have been paid in full. This certification is valid for the next thirty (30) days only.

Blaine County Treasurer

Date _____

BLAINE COUNTY RECORDER'S CERTIFICATE

LOT 21A, SUN VALLEY SUBDIVISION &
REVISED TAX LOT 7980

PHILLIPS LAND SURVEYING, PLLC
HAILEY, IDAHO

2 OF 2
PROJECT: 2023-101



IN RE:)
)
219 & 221 E Canyon Run Blvd) KETCHUM CITY COUNCIL
Lot Line Shift (Readjustment of Lot Lines)) FINDINGS OF FACT, CONCLUSIONS OF LAW, AND
Date: March 18, 2024) DECISION
)
File Number: P23-107)

Findings Regarding Application Filed

PROJECT: 219 & 221 E Canyon Run Blvd Lot Line Shift

APPLICATION TYPE: Lot Line Shift (Readjustment of Lot Lines)

FILE NUMBER: P23-107

OWNER: Bruce G Vitarisi

REPRESENTATIVE: Mark Phillips, PLS, Phillips Land Surveying

REQUEST: Adjust the common lot line between the two properties located at 219 and 221 E Canyon Run Boulevard

LOCATION: 219 & 221 E Canyon Run Boulevard (Sun Valley Subdivision: South ½ of Lot 21 & Tax Lot 7980/Sun Valley Subdivision: North ½ of Lot 12)

NOTICE: A public hearing notice was mailed to all property owners within 300 feet of the project site and political subdivisions on February 28, 2024. The public hearing notice was published in the Idaho Mountain Express on February 28, 2024. The public hearing notice was posted on the city’s website on March 3, 2024.

ZONING: Limited Residential (LR Zone)

FINDINGS OF FACT

The 219 & 221 E Canyon Run Boulevard Lot Line Shift Application File No. P23-107 proposes to adjust the common lot line between the two properties located at 219 & 221 E Canyon Run Boulevard within the city’s Limited Residential Zoning District (LR Zone). The proposal shifts the common lot line 16.75 feet to the north. Proposed Lot 21A will have a lot area of 21,580 square feet and proposed Lot 12A (Tax Lot 7980) will have a lot area of 29,159 square feet. The lot areas proposed for Lot 21A and Lot 12A exceed the 9,000-square-foot minimum lot area required in the LR Zone pursuant to Ketchum Municipal Code (KMC) §17.12.030.

FINDINGS REGARDING READJUSTMENT OF LOT LINES

Consistent with KMC §16.04.020, the proposal meets the definition of *Readjustment of Lot Lines* because: (1) the application proposes to adjust the common lot line, (2) proposed Lot 21A and Lot 12A comply with all dimensional standards required in the LR Zone, 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 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. The city department comments were provided to the applicant on January 22, 2024. The applicant submitted revised project plans on January 26, 2024. All city department comments were addressed and resolved on the revised plat.

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 as the project proposes to adjust the common lot line between two properties. As conditioned, the proposed 219 & 221 E Canyon Run Boulevard Lot Line Shift Application meets the standards for Readjustment of Lot Lines under Title 16 of Ketchum Municipal Code.

TABLE 1: FINDINGS REGARDING CONTENTS OF FINAL PLAT

Findings Regarding Contents of Final Plat and Subdivision Design & Development Requirements				
Compliant			Standards and Council Findings	
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.K	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:
			<i>Council Findings</i>	<i>The final plat mylar paper shall be prepared following Ketchum City Council review and approval of the lot line shift application and shall meet these standards.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.K.1	Point of beginning of subdivision description tied to at least two (2) governmental survey corners, or in lieu of government survey corners, to monuments recognized by the city engineer.
			<i>Council Findings</i>	<i>The point of beginning of the subdivision description is tied to two governmental survey corners—Blaine County GIS Control “Flower” and “WS1/4S11” as shown on sheet 1 of the Final Plat.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.K.2	Location and description of monuments.
				<i>The location and description of monuments are provided on Sheet 1 of the Final Plat.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.K.3	Tract boundary lines, property lines, lot lines, street right of way lines and centerlines, other rights of way and easement lines, building envelopes as required on the preliminary plat, lot area of each lot, boundaries of floodplain and floodway and avalanche district, all with bearings, accurate dimensions in feet and decimals, in degrees and minutes and radii, arcs, central angles, tangents and chord lengths of all curves to the above accuracy.
			<i>Council Findings</i>	<i>The final plat shows the location of the existing interior lot line between Lot 21A and Tax Lot 7980 and the proposed shift of the interior lot line 16.74’ to the north. The 21,580 square foot area of proposed Lot 21A and 29,159 square foot area of Tax Lot 7980 are shown on sheet 1 of the final plat. Sheet 1 of the final plat shows the 50’ E Canyon Run Boulevard right-of-way. The property is not located within the floodplain, floodway, mountain overlay, or avalanche districts. All other bearings and dimensions have been reviewed by the City Engineer for accuracy.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.K.4	Names and locations of all adjoining subdivisions.
			<i>Council Findings</i>	<i>The subject property is adjacent to Tax Lot 7971, Tax Lot 8350, Lot 20 of Resub of SV Subdivision, and Lot 13A of Resub SV Sub, and South ½ of Lot 12 Sun Valley Subdivision. These adjacent properties are indicated on sheet 1 of the Final Plat.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.K.5	Name and right of way width of each street and other public rights of way.
			<i>Council Findings</i>	<i>This standard has been met. The final plat map specifies the existing 50-foot-width of the East Canyon Run Boulevard right-of-way.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.K.6	Location, dimension and purpose of all easements, public or private.
			<i>Council Findings</i>	<i>Sheet 1 of the final plat shows the 10-foot-wide waterline easement along the northerly boundary of Lot 21A.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.030.K.7	The blocks numbered consecutively throughout each block.

			Council Findings	<i>N/A. The adjustment proposed with this lot line shift is limited to shifting the common lot line 16.75 feet to the north. The lot line shift application does not create a new block.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.030.K.8	The outline of any property, other than a street, alley or easement, which is offered for dedication to public use, fully dimensioned by distances and bearings with the area marked "Dedicated to the City of Ketchum for Public Use", together with any other descriptive language with regard to the precise nature of the use of the land so dedicated.
			Council Findings	<i>N/A as no dedications of this type are proposed or required.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.K.9	The title, which shall include the name of the subdivision, the name of the city, if appropriate, county and state, and the location and description of the subdivision referenced to section, township, range.
			Council Findings	<i>This standard has been met.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.K.10	Scale, north arrow and date.
				<i>This standard has been met.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.K.11	Location, width, and names of all existing or dedicated streets and other public ways within or adjacent to the proposed subdivision
			Council Findings	<i>This standard has been met. Existing East Canyon Run Blvd is indicated on the Sheet 1 of the Final Plat. No additional streets are being created or dedicated.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.030.K.12	A provision in the owner's certificate referencing the county recorder's instrument number where the condominium declaration(s) and/or articles of incorporation of homeowners' association governing the subdivision are recorded.
			Council Findings	<i>N/A as the existing residential subdivision is not governed by a homeowners' association.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.K.13	Certificate by registered engineer or surveyor preparing the map certifying to the accuracy of surveying plat.
			Council Findings	<i>Sheet 2 of the Final Plat provides the certificate from the licensed Professional Land Surveyor certifying the accuracy of the plat survey.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.K.14	A current title report of all property contained within the plat.
			Council Findings	<i>This standard has been met. A Lot Book Guarantee by Stewart Title, File Number 2325143, with a Date of Guarantee of July 31, 2023 and warranty deed were submitted with the application.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.K.15	Certification of owner(s) of record and all holders of security interest(s) of record with regard to such property.
			Council Findings	<i>Sheet 2 of the Final Plat includes a certificate of ownership and associated acknowledgement from all owners and holders of security interest with regard to the subject property.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.K.16	Certification and signature of the City Engineer verifying that the subdivision and design standards meet all City requirements.

			<i>Council Findings</i>	<i>Sheet 2 of the Final Plat includes the City Engineer's certificate.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.K.17	Certification and signature of the City Clerk of the City of Ketchum verifying that the subdivision has been approved by the council.
			<i>Council Findings</i>	<i>Sheet 2 of the Final Plat includes the certification and signature of the City Clerk verifying the subdivision has been approved by the City Council.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.030.K.18	Notation of any additional restrictions imposed by the council on the development of such subdivision to provide for the public health, safety and welfare.
			<i>Council Findings</i>	<i>This standard is not applicable because no additional restrictions are necessary to provide for the public health, safety, and welfare.</i>

FINDINGS REGARDING COMPLIANCE WITH SUBDIVISION DEVELOPMENT & DESIGN STANDARDS

Subdivision Development & Design Standards (Ketchum Municipal Code §16.04.040)				
Compliant				
Yes	No	N/A	City Code	City Standards
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.A	Required Improvements: The improvements set forth in this section shall be shown on the preliminary plat and installed prior to approval of the final plat. Construction design plans shall be submitted and approved by the city engineer. All such improvements shall be in accordance with the comprehensive plan and constructed in compliance with construction standard specifications adopted by the city. Existing natural features which enhance the attractiveness of the subdivision and community, such as mature trees, watercourses, rock outcroppings, established shrub masses and historic areas, shall be preserved through design of the subdivision.
			<i>Findings</i>	<i>This standard is not applicable as this project shifts the common boundary between two existing lots 16.75 feet to the north. No improvements are proposed or required for this lot line shift.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.B	Improvement Plans: Prior to approval of final plat by the commission, the subdivider shall file two (2) copies with the city engineer, and the city engineer shall approve construction plans for all improvements required in the proposed subdivision. Such plans shall be prepared by a civil engineer licensed in the state.
			<i>Findings</i>	<i>This standard is not applicable as this project shifts the common boundary between two existing lots 16.75 feet to the north. No additional improvements are proposed or required for the lot line shift.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.C	Prior to final plat approval, the subdivider shall have previously constructed all required improvements and secured a certificate of completion from the city engineer. However, in cases where the required improvements cannot be constructed due to weather conditions or other factors beyond the control of the subdivider, the city council may accept, in lieu of any or all of the required improvements, a performance bond filed with the city clerk to ensure actual construction of the required improvements as submitted and approved. Such performance bond shall

				<p>be issued in an amount not less than one hundred fifty percent (150%) of the estimated costs of improvements as determined by the city engineer. In the event the improvements are not constructed within the time allowed by the city council (which shall be one year or less, depending upon the individual circumstances), the council may order the improvements installed at the expense of the subdivider and the surety. In the event the cost of installing the required improvements exceeds the amount of the bond, the subdivider shall be liable to the city for additional costs. The amount that the cost of installing the required improvements exceeds the amount of the performance bond shall automatically become a lien upon any and all property within the subdivision owned by the owner and/or subdivider.</p>
			<i>Findings</i>	<p><i>This standard is not applicable as this project shifts the common boundary between two existing lots 16.75 feet to the north. No additional improvements are proposed or required for the lot line shift.</i></p>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.D	<p>As Built Drawing: Prior to acceptance by the city council of any improvements installed by the subdivider, two (2) sets of as built plans and specifications, certified by the subdivider's engineer, shall be filed with the city engineer. Within ten (10) days after completion of improvements and submission of as built drawings, the city engineer shall certify the completion of the improvements and the acceptance of the improvements, and shall submit a copy of such certification to the administrator and the subdivider. If a performance bond has been filed, the administrator shall forward a copy of the certification to the city clerk. Thereafter, the city clerk shall release the performance bond upon application by the subdivider.</p>
			<i>Findings</i>	<p>This standard is not applicable as the adjustment proposed with this lot line shift is limited to adjusting the common boundary between two lots within an existing residential subdivision. No additional improvements are proposed or required for the lot line shift.</p>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.040.E	<p>Monumentation: Following completion of construction of the required improvements and prior to certification of completion by the city engineer, certain land survey monuments shall be reset or verified by the subdivider's engineer or surveyor to still be in place. These monuments shall have the size, shape, and type of material as shown on the subdivision plat. The monuments shall be located as follows:</p> <ol style="list-style-type: none"> 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.
			<i>Findings</i>	<p><i>The applicant shall meet the required monumentation standards prior to recordation of the final plat.</i></p>
			16.04.040.F	<p>Lot Requirements:</p>

<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<p>1. Lot size, width, depth, shape and orientation and minimum building setback lines shall be in compliance with the zoning district in which the property is located and compatible with the location of the subdivision and the type of development, and preserve solar access to adjacent properties and buildings.</p> <p>2. Whenever a proposed subdivision contains lot(s), in whole or in part, within the floodplain, or which contains land with a slope in excess of twenty five percent (25%), based upon natural contours, or creates corner lots at the intersection of two (2) or more streets, building envelopes shall be shown for the lot(s) so affected on the preliminary and final plats. The building envelopes shall be located in a manner designed to promote harmonious development of structures, minimize congestion of structures, and provide open space and solar access for each lot and structure. Also, building envelopes shall be located to promote access to the lots and maintenance of public utilities, to minimize cut and fill for roads and building foundations, and minimize adverse impact upon environment, watercourses and topographical features. Structures may only be built on buildable lots. Lots shall only be created that meet the definition of "lot, buildable" in section 16.04.020 of this chapter. Building envelopes shall be established outside of hillsides of twenty five percent (25%) and greater and outside of the floodway. A waiver to this standard may only be considered for the following:</p> <p>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.</p> <p>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.</p> <p>3. Corner lots shall have a property line curve or corner of a minimum radius of twenty five feet (25') unless a longer radius is required to serve an existing or future use.</p> <p>4. Side lot lines shall be within twenty degrees (20°) to a right angle or radial line to the street line.</p> <p>5. Double frontage lots shall not be created. A planting strip shall be provided along the boundary line of lots adjacent to arterial streets or incompatible zoning districts.</p> <p>6. Every lot in a subdivision shall have a minimum of twenty feet (20') of frontage on a dedicated public street or legal access via an easement of twenty feet (20') or greater in width. Easement shall be recorded in the office of the Blaine County recorder prior to or in conjunction with recordation of the final plat.</p>
			<p><i>Findings</i></p> <p><i>This standard has been met. The proposal shifts the common lot line 16.75 feet to the north. Proposed Lot 21A will have a lot area of 21,580 square feet and proposed Lot 12A (Tax Lot 7980) will have a lot area of 29,159</i></p>

				<p>square feet. The lot areas proposed for Lot 21A and Lot 12A exceed the 9,000-square-foot minimum lot area required in the LR Zone pursuant to Ketchum Municipal Code §17.12.030. Proposed Lot 21A and Lot 12A comply with the dimensional standards required in the LR Zone. The properties located at 219 & 221 E Canyon Run Boulevard are not located within the floodplain or Mountain Overlay.</p>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.G	<p>G. Block Requirements: The length, width and shape of blocks within a proposed subdivision shall conform to the following requirements:</p> <ol style="list-style-type: none"> 1. No block shall be longer than one thousand two hundred feet (1,200'), nor less than four hundred feet (400') between the street intersections, and shall have sufficient depth to provide for two (2) tiers of lots. 2. Blocks shall be laid out in such a manner as to comply with the lot requirements. 3. The layout of blocks shall take into consideration the natural topography of the land to promote access within the subdivision and minimize cuts and fills for roads and minimize adverse impact on environment, watercourses and topographical features. 4. Corner lots shall contain a building envelope outside of a seventy five foot (75') radius from the intersection of the streets.
			<i>Findings</i>	<p><i>N/A. This standard is not applicable as the adjustment proposed with this lot line shift is limited to adjusting the common boundary between two lots within an existing residential subdivision. This application does not create a new block.</i></p>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.H	<p>Street Improvement Requirements:</p> <ol style="list-style-type: none"> 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

			<p>and emergency vehicles in all weather and to provide for adequate drainage and snow plowing;</p> <p>6. In general, partial dedications shall not be permitted, however, the council may accept a partial street dedication when such a street forms a boundary of the proposed subdivision and is deemed necessary for the orderly development of the neighborhood, and provided the council finds it practical to require the dedication of the remainder of the right of way when the adjoining property is subdivided. When a partial street exists adjoining the proposed subdivision, the remainder of the right of way shall be dedicated;</p> <p>7. Dead end streets may be permitted only when such street terminates at the boundary of a subdivision and is necessary for the development of the subdivision or the future development of the adjacent property. When such a dead end street serves more than two (2) lots, a temporary turnaround easement shall be provided, which easement shall revert to the adjacent lots when the street is extended;</p> <p>8. A cul-de-sac, court or similar type street shall be permitted only when necessary to the development of the subdivision, and provided, that no such street shall have a maximum length greater than four hundred feet (400') from entrance to center of turnaround, and all cul-de-sacs shall have a minimum turnaround radius of sixty feet (60') at the property line and not less than forty five feet (45') at the curb line;</p> <p>9. Streets shall be planned to intersect as nearly as possible at right angles, but in no event at less than seventy degrees (70°);</p> <p>10. Where any street deflects an angle of ten degrees (10°) or more, a connecting curve shall be required having a minimum centerline radius of three hundred feet (300') for arterial and collector streets, and one hundred twenty five feet (125') for minor streets;</p> <p>11. Streets with centerline offsets of less than one hundred twenty five feet (125') shall be prohibited;</p> <p>12. A tangent of at least one hundred feet (100') long shall be introduced between reverse curves on arterial and collector streets;</p> <p>13. Proposed streets which are a continuation of an existing street shall be given the same names as the existing street. All new street names shall not duplicate or be confused with the names of existing streets within Blaine County, Idaho. The subdivider shall obtain approval of all street names within the proposed subdivision from the commission before submitting same to council for preliminary plat approval;</p> <p>14. Street alignment design shall follow natural terrain contours to result in safe streets, usable lots, and minimum cuts and fills;</p> <p>15. Street patterns of residential areas shall be designed to create areas free of through traffic, but readily accessible to adjacent collector and arterial streets;</p> <p>16. Reserve planting strips controlling access to public streets shall be permitted under conditions specified and shown on the final plat, and all</p>
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				<p>landscaping and irrigation systems shall be installed as required improvements by the subdivider;</p> <p>17. In general, the centerline of a street shall coincide with the centerline of the street right of way, and all crosswalk markings shall be installed by the subdivider as a required improvement;</p> <p>18. Street lighting may be required by the commission or council where appropriate and shall be installed by the subdivider as a requirement improvement;</p> <p>19. Private streets may be allowed upon recommendation by the commission and approval by the council. Private streets shall be constructed to meet the design standards specified in subsection H2 of this section;</p> <p>20. Street signs shall be installed by the subdivider as a required improvement of a type and design approved by the administrator and shall be consistent with the type and design of existing street signs elsewhere in the city;</p> <p>21. Whenever a proposed subdivision requires construction of a new bridge, or will create substantial additional traffic which will require construction of a new bridge or improvement of an existing bridge, such construction or improvement shall be a required improvement by the subdivider. Such construction or improvement shall be in accordance with adopted standard specifications;</p> <p>22. Sidewalks, curbs and gutters may be a required improvement installed by the subdivider; and</p> <p>23. Gates are prohibited on private roads and parking access/entranceways, private driveways accessing more than one single-family dwelling unit and one accessory dwelling unit, and public rights of way unless approved by the city council.</p>
			<i>Findings</i>	<i>This standard is not applicable as the adjustment proposed with this lot line shift is limited to shifting the common boundary between two lots within an existing residential subdivision. This proposal does not create a new street, private road, or bridge.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.I	<p>Alley Improvement Requirements: Alleys shall be provided in business, commercial and light industrial zoning districts. The width of an alley shall be not less than twenty feet (20'). Alley intersections and sharp changes in alignment shall be avoided, but where necessary, corners shall be provided to permit safe vehicular movement. Dead end alleys shall be prohibited. Improvement of alleys shall be done by the subdivider as required improvement and in conformance with design standards specified in subsection H2 of this section.</p>
			<i>Findings</i>	<i>This standard is not applicable as the adjustment proposed with this lot line shift is limited to shifting the common boundary between two lots within an existing residential subdivision. Alleys are not required in residential neighborhoods.</i>

<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.J	<p>Required Easements: Easements, as set forth in this subsection, shall be required for location of utilities and other public services, to provide adequate pedestrian circulation and access to public waterways and lands.</p> <p>1. A public utility easement at least ten feet (10') in width shall be required within the street right of way boundaries of all private streets. A public utility easement at least five feet (5') in width shall be required within property boundaries adjacent to Warm Springs Road and within any other property boundary as determined by the city engineer to be necessary for the provision of adequate public utilities.</p> <p>2. Where a subdivision contains or borders on a watercourse, drainageway, channel or stream, an easement shall be required of sufficient width to contain such watercourse and provide access for private maintenance and/or reconstruction of such watercourse.</p> <p>3. All subdivisions which border the Big Wood River, Trail Creek and Warm Springs Creek shall dedicate a ten foot (10') fish and nature study easement along the riverbank. Furthermore, the council shall require, in appropriate areas, an easement providing access through the subdivision to the bank as a sportsman's access. These easement requirements are minimum standards, and in appropriate cases where a subdivision abuts a portion of the river adjacent to an existing pedestrian easement, the council may require an extension of that easement along the portion of the riverbank which runs through the proposed subdivision.</p> <p>4. All subdivisions which border on the Big Wood River, Trail Creek and Warm Springs Creek shall dedicate a twenty five foot (25') scenic easement upon which no permanent structure shall be built in order to protect the natural vegetation and wildlife along the riverbank and to protect structures from damage or loss due to riverbank erosion.</p> <p>5. No ditch, pipe or structure for irrigation water or irrigation wastewater shall be constructed, rerouted or changed in the course of planning for or constructing required improvements within a proposed subdivision unless same has first been approved in writing by the ditch company or property owner holding the water rights. A written copy of such approval shall be filed as part of required improvement construction plans.</p> <p>6. Nonvehicular transportation system easements including pedestrian walkways, bike paths, equestrian paths, and similar easements shall be dedicated by the subdivider to provide an adequate nonvehicular transportation system throughout the city.</p>
			<i>Findings</i>	<i>N/A as no easements for the location of utilities or other public services are required or proposed.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.K	<p>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.</p> <p>Construction plans and specifications for central sanitary sewer extension shall be prepared by the subdivider and approved by the city engineer,</p>

				<p>council and Idaho health department prior to final plat approval. In the event that the sanitary sewage system of a subdivision cannot connect to the existing public sewage system, alternative provisions for sewage disposal in accordance with the requirements of the Idaho department of health and the council may be constructed on a temporary basis until such time as connection to the public sewage system is possible. In considering such alternative provisions, the council may require an increase in the minimum lot size and may impose any other reasonable requirements which it deems necessary to protect public health, safety and welfare.</p>
			<i>Findings</i>	<p><i>This standard is not applicable as the adjustment proposed with this lot line shift is limited to shifting the common boundary between two lots within an existing residential subdivision. Sewer system improvements are not required for this lot line shift.</i></p>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.L	<p>Water System Improvements: A central domestic water distribution system shall be installed in all subdivisions by the subdivider as a required improvement. The subdivider shall also be required to locate and install an adequate number of fire hydrants within the proposed subdivision according to specifications and requirements of the city under the supervision of the Ketchum fire department and other regulatory agencies having jurisdiction. Furthermore, the central water system shall have sufficient flow for domestic use and adequate fire flow. All such water systems installed shall be looped extensions, and no dead end systems shall be permitted. All water systems shall be connected to the municipal water system and shall meet the standards of the following agencies: Idaho department of public health, Idaho survey and rating bureau, district sanitarian, Idaho state public utilities commission, Idaho department of reclamation, and all requirements of the city.</p>
			<i>Findings</i>	<p><i>This standard is not applicable as the adjustment proposed with this lot line shift is limited to shifting the common boundary between two lots within an existing residential subdivision. Water system improvements are not required for this lot line shift.</i></p>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.M	<p>Planting Strip Improvements: Planting strips shall be required improvements. When a predominantly residential subdivision is proposed for land adjoining incompatible uses or features such as highways, railroads, commercial or light industrial districts or off street parking areas, the subdivider shall provide planting strips to screen the view of such incompatible features. The subdivider shall submit a landscaping plan for such planting strip with the preliminary plat application, and the landscaping shall be a required improvement.</p>
			<i>Findings</i>	<p><i>This standard is not applicable as the adjustment proposed with this lot line shift is limited to shifting the common boundary between two lots within an existing residential subdivision. Planting strip improvements are not required for this lot line shift.</i></p>

<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.N	<p>Cuts, Fills, And Grading Improvements: Proposed subdivisions shall be carefully planned to be compatible with natural topography, soil conditions, geology and hydrology of the site, as well as to minimize cuts, fills, alterations of topography, streams, drainage channels, and disruption of soils and vegetation. The design criteria shall include the following:</p> <ol style="list-style-type: none"> 1. A preliminary soil report prepared by a qualified engineer may be required by the commission and/or council as part of the preliminary plat application. 2. Preliminary grading plan prepared by a civil engineer shall be submitted as part of all preliminary plat applications. Such plan shall contain the following information: <ol style="list-style-type: none"> a. Proposed contours at a maximum of five foot (5') contour intervals. b. Cut and fill banks in pad elevations. c. Drainage patterns. d. Areas where trees and/or natural vegetation will be preserved. e. Location of all street and utility improvements including driveways to building envelopes. f. Any other information which may reasonably be required by the administrator, commission or council to adequately review the affect of the proposed improvements. 3. Grading shall be designed to blend with natural landforms and to minimize the necessity of padding or terracing of building sites, excavation for foundations, and minimize the necessity of cuts and fills for streets and driveways. 4. Areas within a subdivision which are not well suited for development because of existing soil conditions, steepness of slope, geology or hydrology shall be allocated for open space for the benefit of future property owners within the subdivision. 5. Where existing soils and vegetation are disrupted by subdivision development, provision shall be made by the subdivider for revegetation of disturbed areas with perennial vegetation sufficient to stabilize the soil upon completion of the construction. Until such times as such revegetation has been installed and established, the subdivider shall maintain and protect all disturbed surfaces from erosion. 6. Where cuts, fills, or other excavations are necessary, the following development standards shall apply: <ol style="list-style-type: none"> a. Fill areas shall be prepared by removing all organic material detrimental to proper compaction for soil stability. b. Fills shall be compacted to at least ninety five percent (95%) of maximum density as determined by AASHTO T99 (American Association of State Highway Officials) and ASTM D698 (American standard testing methods).
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				<p>c. Cut slopes shall be no steeper than two horizontal to one vertical (2:1). Subsurface drainage shall be provided as necessary for stability.</p> <p>d. Fill slopes shall be no steeper than three horizontal to one vertical (3:1). Neither cut nor fill slopes shall be located on natural slopes of three to one (3:1) or steeper, or where fill slope toes out within twelve feet (12') horizontally of the top and existing or planned cut slope.</p> <p>e. Toes of cut and fill slopes shall be set back from property boundaries a distance of three feet (3'), plus one-fifth (1/5) of the height of the cut or the fill, but may not exceed a horizontal distance of ten feet (10'); tops and toes of cut and fill slopes shall be set back from structures at a distance of at least six feet (6'), plus one-fifth (1/5) of the height of the cut or the fill. Additional setback distances shall be provided as necessary to accommodate drainage features and drainage structures.</p>
			<i>Findings</i>	<i>This standard is not applicable as the adjustment proposed with this lot line shift is limited to shifting the common boundary between two lots within an existing residential subdivision. No grading improvements are proposed or required.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.O	<p>Drainage Improvements: The subdivider shall submit with the preliminary plat application such maps, profiles, and other data prepared by an engineer to indicate the proper drainage of the surface water to natural drainage courses or storm drains, existing or proposed. The location and width of the natural drainage courses shall be shown as an easement common to all owners within the subdivision and the city on the preliminary and final plat. All natural drainage courses shall be left undisturbed or be improved in a manner that will increase the operating efficiency of the channel without overloading its capacity. An adequate storm and surface drainage system shall be a required improvement in all subdivisions and shall be installed by the subdivider. Culverts shall be required where all water or drainage courses intersect with streets, driveways or improved public easements and shall extend across and under the entire improved width including shoulders.</p>
			<i>Findings</i>	<i>This standard is not applicable as the adjustment proposed with this lot line shift is limited to shifting the common boundary between two lots within an existing residential subdivision. No drainage improvements are proposed or required.</i>
			16.04.040.P	<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.</p>

			Findings	<i>This standard is not applicable as the adjustment proposed with this lot line shift is limited to shifting the common boundary between two lots within an existing residential subdivision. No utility improvements are proposed or required.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.Q	Off Site Improvements: Where the offsite impact of a proposed subdivision is found by the commission or council to create substantial additional traffic, improvements to alleviate that impact may be required of the subdivider prior to final plat approval, including, but not limited to, bridges, intersections, roads, traffic control devices, water mains and facilities, and sewer mains and facilities.
			Findings	<i>This standard is not applicable as the adjustment proposed with this lot line shift is limited to shifting the common boundary between two lots within an existing residential subdivision. Off-site improvements are not required or proposed with this lot line shift.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.R	Avalanche And Mountain Overlay: All improvements and plats (land, planned unit development, townhouse, condominium) created pursuant to this chapter shall comply with City of Ketchum Avalanche Zone District and Mountain Overlay Zoning District requirements as set forth in Title 17 of this Code.
			Findings	<i>N/A as this property is not located within the Avalanche Zone or Mountain Overlay.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.S	Existing natural features which enhance the attractiveness of the subdivision and community, such as mature trees, watercourses, rock outcroppings, established shrub masses and historic areas, shall be preserved through design of the subdivision.
			Findings	<i>This standard is not applicable as the adjustment proposed with this lot line shift is limited to shifting the common boundary between two lots within an existing residential subdivision.</i>

CONCLUSIONS OF LAW

1. The City of Ketchum is a municipal corporation established in accordance with Article XII of the Constitution of the State of Idaho and Title 50 Idaho Code and is required and has exercised its authority pursuant to the Local Land Use Planning Act codified at Chapter 65 of Title 67 Idaho Code and pursuant to Chapters 3, 9 and 13 of Title 50 Idaho Code to enact the ordinances and regulations, which ordinances are codified in the Ketchum City Code ("KMC") and are identified in the Findings of Fact and which are herein restated as Conclusions of Law by this reference and which city ordinances govern the applicant's application.
2. The Ketchum City 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, 16.04.040, 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 219 & 221 E Canyon Run Lot Line Shift Application File No. P23-107 this Monday, March 18, 2024 subject to the following conditions:

CONDITIONS OF APPROVAL

1. 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.
2. Upon recorded 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 March 2024.

Neil Bradshaw, Mayor
City of Ketchum



City of Ketchum

MEETING AGENDA MEMO

Meeting Date: Staff Member/Dept:

Agenda Item:

Recommended Motion:

Reasons for Recommendation:

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

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:

Financial Impact:

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.

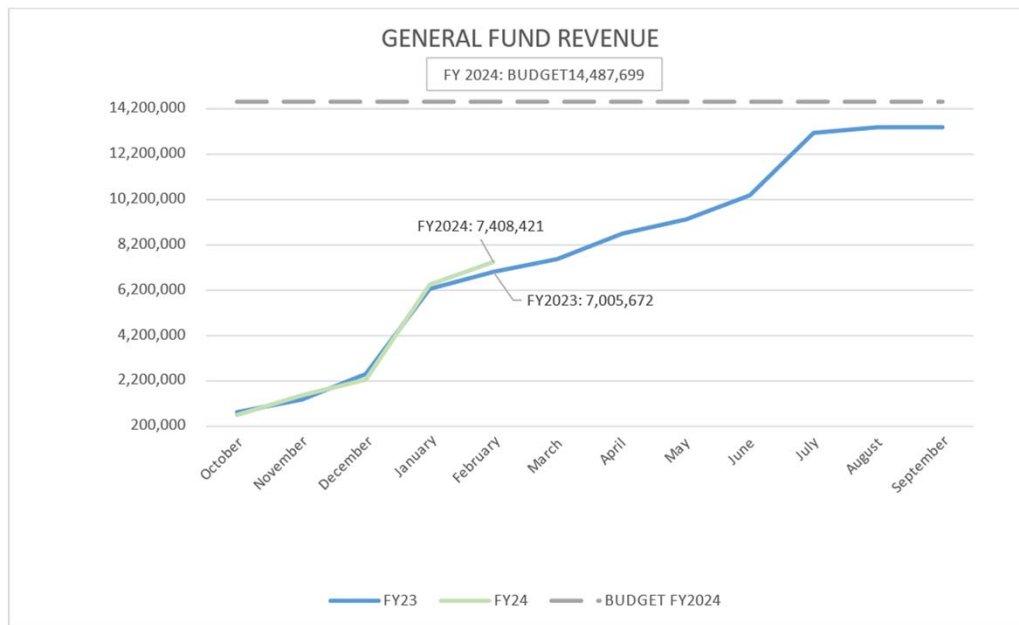
Slides includes information on current progress relative to the prior year and the current budget.

Summary

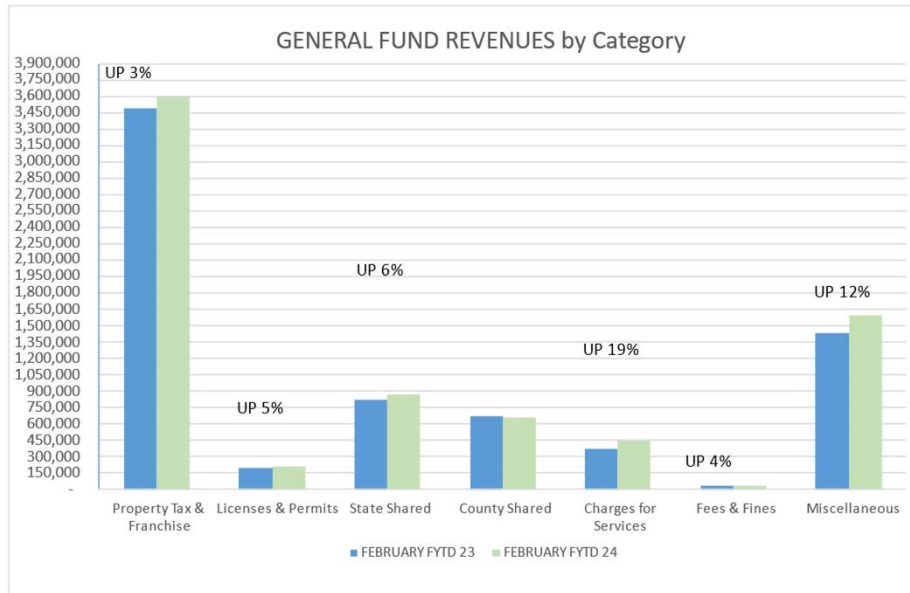
GENERAL FUND				
1.	REVENUES	Year to Date %	Remaining	%
	Approved Budget	14,487,699		
	Year to Date (YTD)	7,408,421	51.1%	7,079,278 48.9%
2.	EXPENDITURES			
	Approved Budget	14,487,698		
	Year to Date (YTD)	5,131,790	35.4%	9,355,908 64.6%
3.	Net Position	2,276,631		
	Fund Balance Carry Over FY23			
4.	less restricted	4,111,004		
	17% assigned by Council	2,462,909		

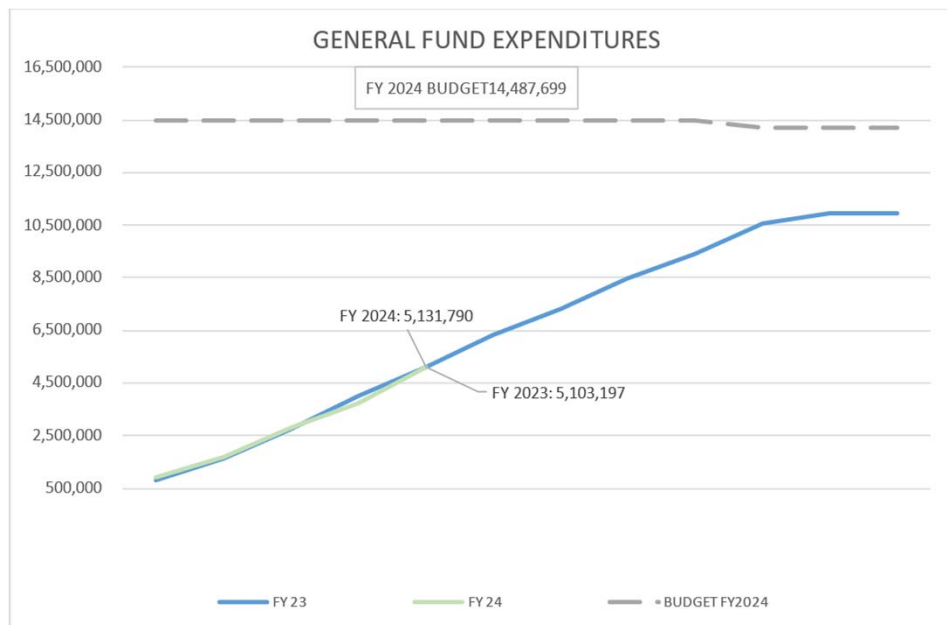
LOCAL OPTION TAX				
1.	REVENUES	Year to Date %	Remaining	%
	Approved Budget (Amended)	3,299,890		
	Year to Date (YTD)	1,449,070	44%	1,850,820 56%
	Fund Balance YTD	-		
2.	EXPENDITURES			
	Approved Budget (Amended)	3,299,890		
	Year to Date (YTD)	1,464,958	44%	1,834,932 56%
3.	Net Position	(15,888)		
4.	Fund Balance Carry Over FY23	698,744.67		



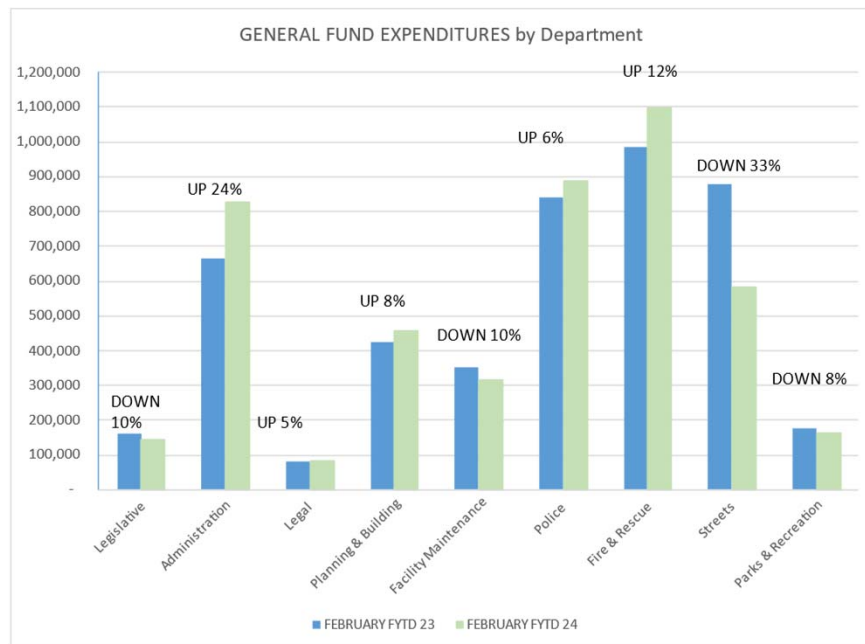


The General Fund revenues are up approximately \$402,748 (6%) compared to FY2023. The increase is largely due to interest on investment earnings.

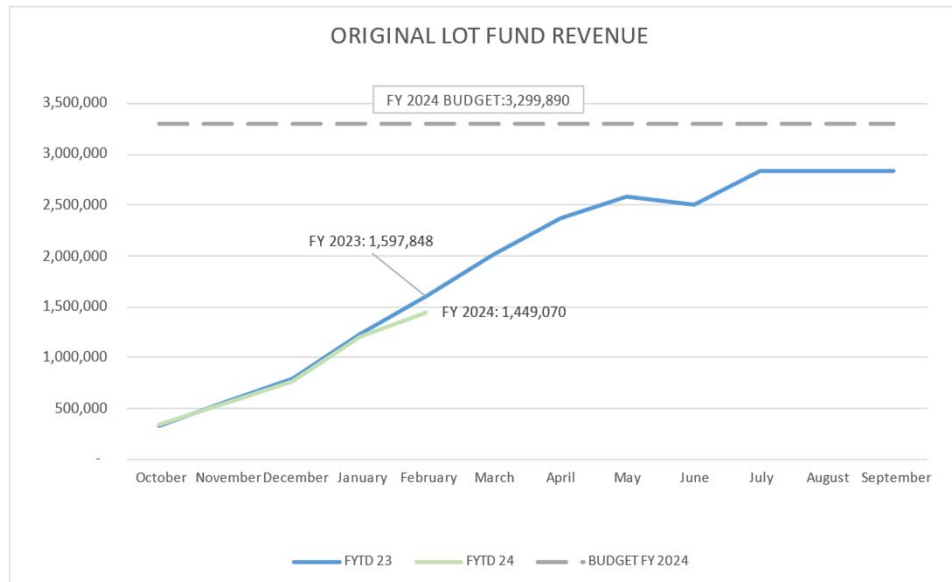




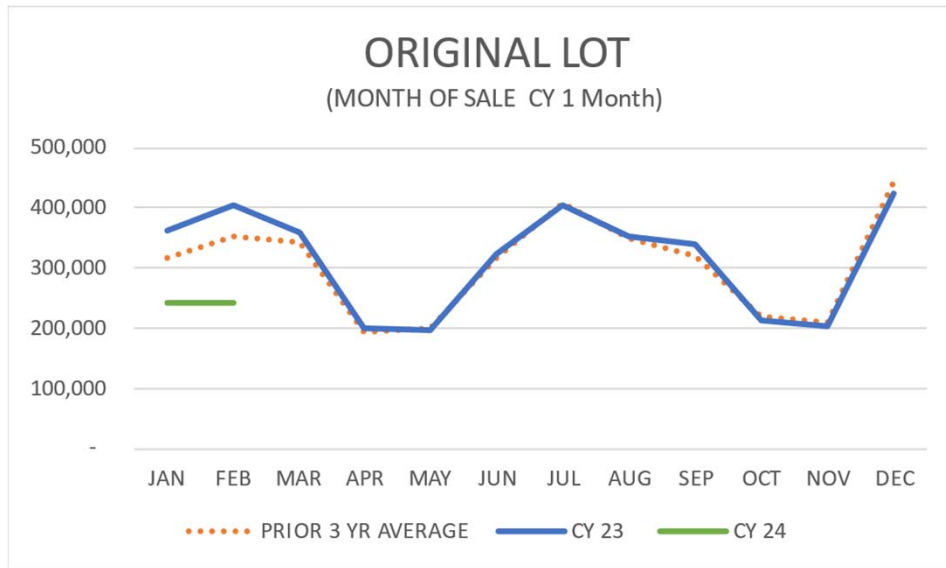
The General Fund expenditures are up \$28,592 (0.56%) FYTD in comparison to last fiscal year.



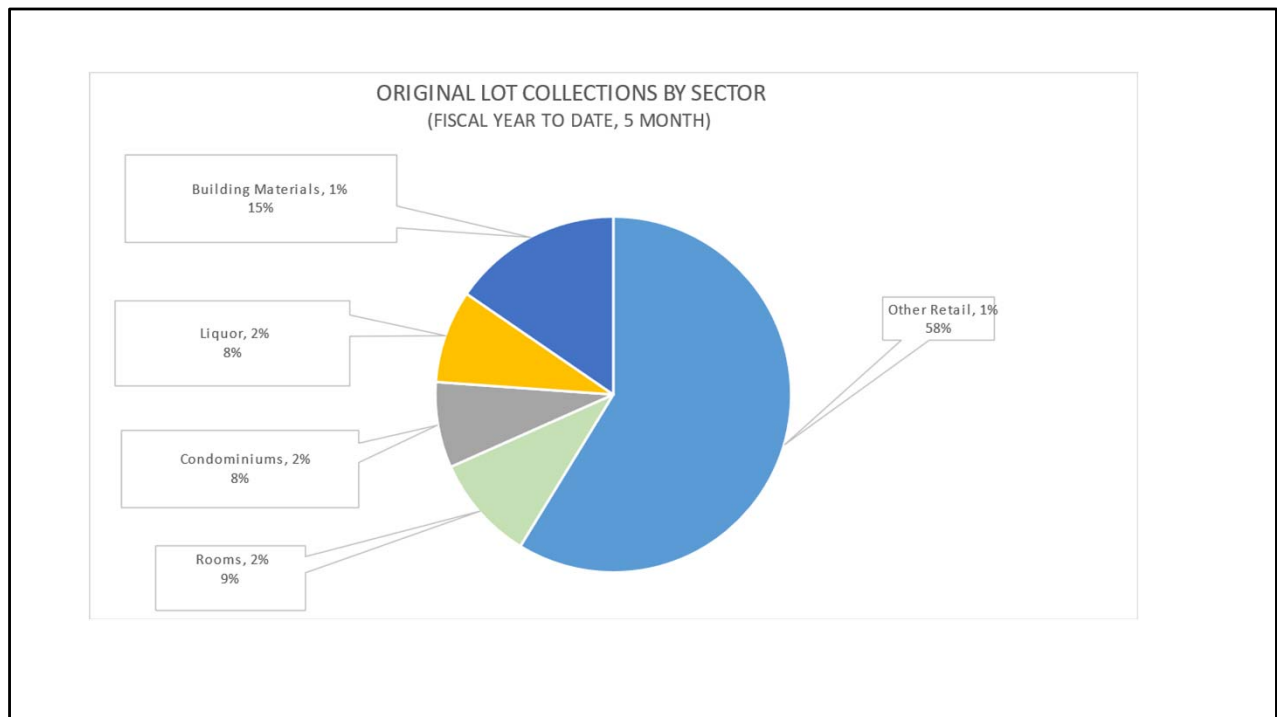
LOT Analysis



Revenue to the Original LOT Fund is down approximately \$148,778 (9.3%) FYTD.

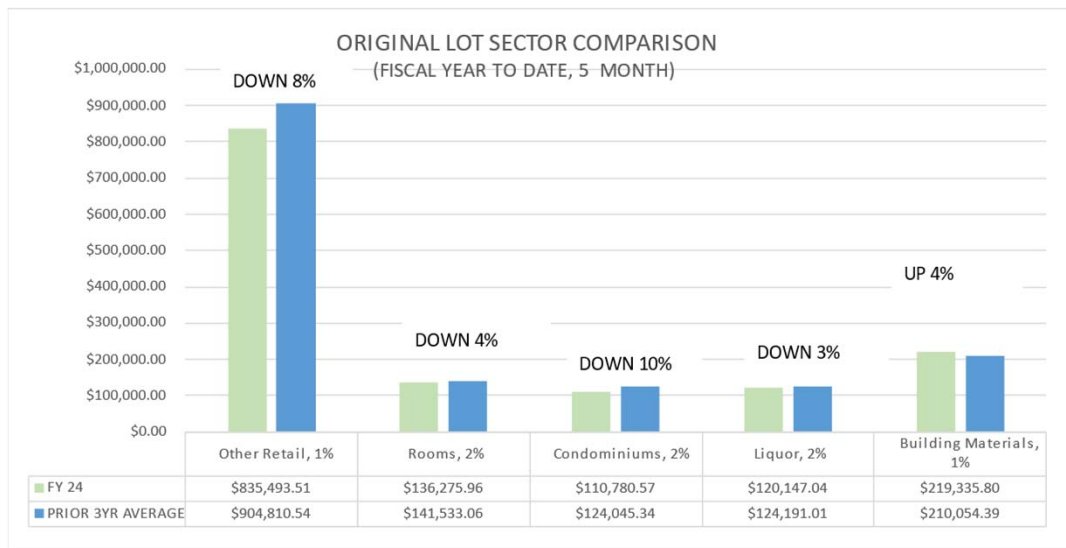


Original LOT for January month of sale are down approximately 32% compared to last year, down approximately 23% compared to the prior three-year, and approximately 14% compared to the prior five-year average.



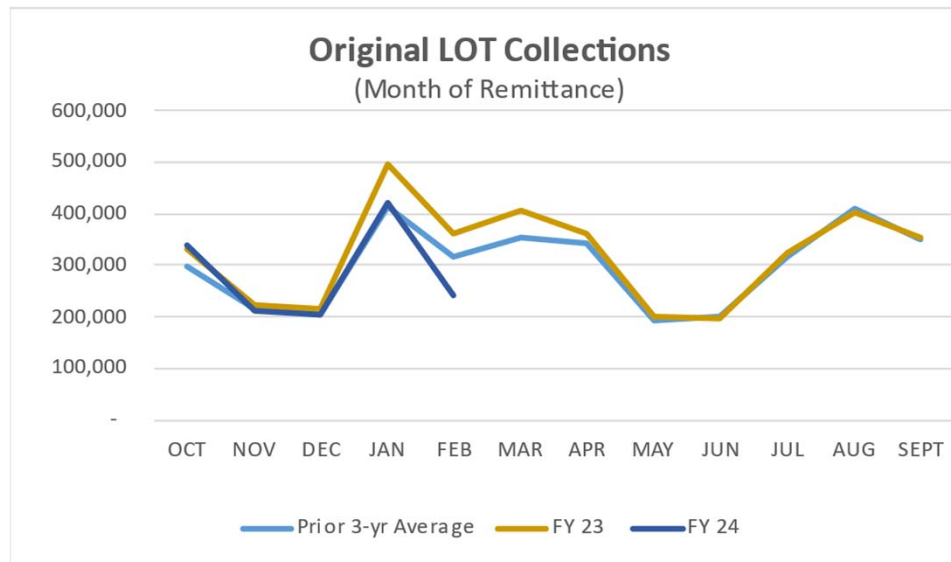
To date in FY 2024 (5th month), Original LOT collections have been generated by each sector as follows:

1. Retail has generated 58% of the total.
2. Building Materials have generated 15%.
3. Liquor has generated 8%.
4. Rooms have generated 9%.
5. Condominiums have generated 8%.



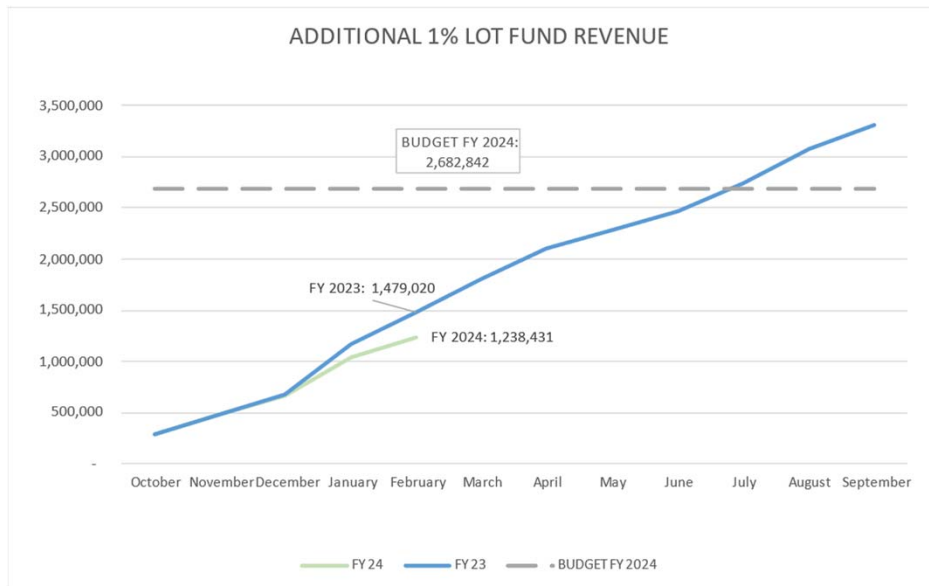
Through the five month of FY 2024, collections compared to the prior three-year average are as follows:

1. Retail is down 8%.
2. Rooms are down 4%.
3. Condominiums are down 10%
4. Liquor is down 3%.
5. Building Materials are up 4%.



Revenues from Original LOT covered sales are down approximately 23% compared to the average of the prior three years.





Revenue to the Additional LOT Fund are down approximately \$240,589 (16%) FYTD, January 2024 month of sale.

Additional 1% - LOT						
1.	REVENUES		Year to Date	%	Remaining	%
	Approved Budget (Amended)	2,682,842				
	Year to Date (YTD)	1,238,431				
	Fund Balance			46.2%	1,444,411	53.8%
2.	EXPENDITURES					
	Approved Budget (Amended)	2,682,842				
	SUN VALLEY AIR SERVICE BOARD	497,722				
	SVASB RELEASE FUND BALANCE	-				
	TRANSFER TO ORIG LOT-DIR CC	27,603				
	TRANSFER TO HOUSING	619,216		42.7%	2,157,517	80.4%
3.	MOS June					
4.	Net Position	93,891				
5.	Fund Balance Carry Over FY23	398,343				

	2%	3%	3%	3%	2%	
JANUARY 2024 MOS	Retail	Room	Condos	Liquor	Building	Totals
Total GL Update Report	244,749.08	48,270.31	47,332.80	38,092.43	63,732.28	= 442,176.90
Sum Divided by	/2	/3	/3	/3	/2	
1% Additional Tax	122,374.50	16,090.10	15,777.60	12,697.48	31,866.14	= 198,805.82
Equals Add .5% SVASB	61,187.25	8,045.05	7,888.80	6,348.74	15,933.07	= 99,402.91
Equals Add .5% HOUSING TRANSFER	61,187.25	8,045.05	7,888.80	6,348.74	15,933.07	= 99,402.91
KETCHUM City Tax	122,374.58	32,180.21	31,555.20	25,394.95	31,866.14	= 243,371.08
						442,176.90

This report shows January 2024 month of sale (MOS). SVASB check is cut in the prior month business.

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



In-Lieu Housing Fund

IN-LIEU HOUSING					
1.	REVENUES	Year to Dat %	Remaining %		
	Approved Budget	1,320,000			
	Year to Date (YTD)	183,133	13.9%	1,136,867	86.1%
	Fund Balance YTD	-			
2.	EXPENDITURES				
	Approved Budget	1,320,000			
	Year to Date (YTD)	-	0.0%	1,320,000	100.0%
3.	Net Position	183,133			
4.	Fund Balance Carry Over	2,291,856			
	FY 2022 Budgeted for projects	2,500,000			
	FY 2023 Bluebird Additional Funding	800,000			
		3,300,000			
				3,300,000	Committed to Bluebird Project
				(551,551)	Paid to KCD Bluebird 8-2022
				2,748,449	Restricted for Bluebird FY2023 Budget
				(768,449)	paid to Blaine Co Title 11-2022
				(1,320,000)	unpaid Bluebird committed FY 2024
				(660,000)	unpaid Bluebird committed END OF PROJECT
				-	

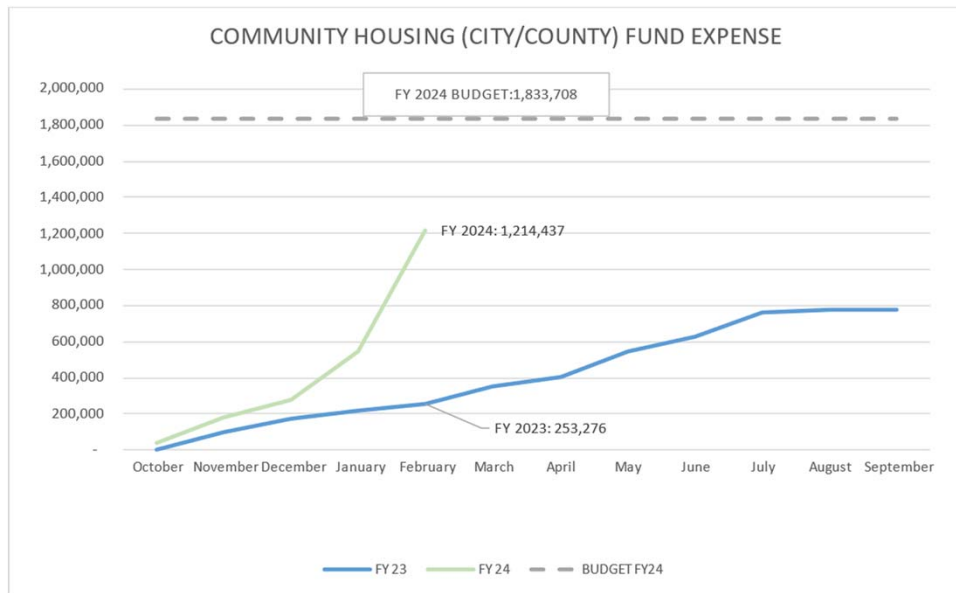
In-Lieu Housing fund balance carry over is restricted for Bluebird Village.



Community Housing (City/County) Fund

Community Housing (City/County) Fund						
1.	REVENUES		Year to Date	%	Remaining	%
	Approved Budget	1,833,708				
	Year to Date (YTD)	1,250,880	68.2%		582,828	31.8%
	Fund Balance YTD					
2.	EXPENDITURES					
	Approved Budget	1,833,708				
	Year to Date (YTD)	1,214,437	66.2%		619,271	33.8%
3.	Net Position	36,442				
4	Fund Balance Carry Over	304,552				

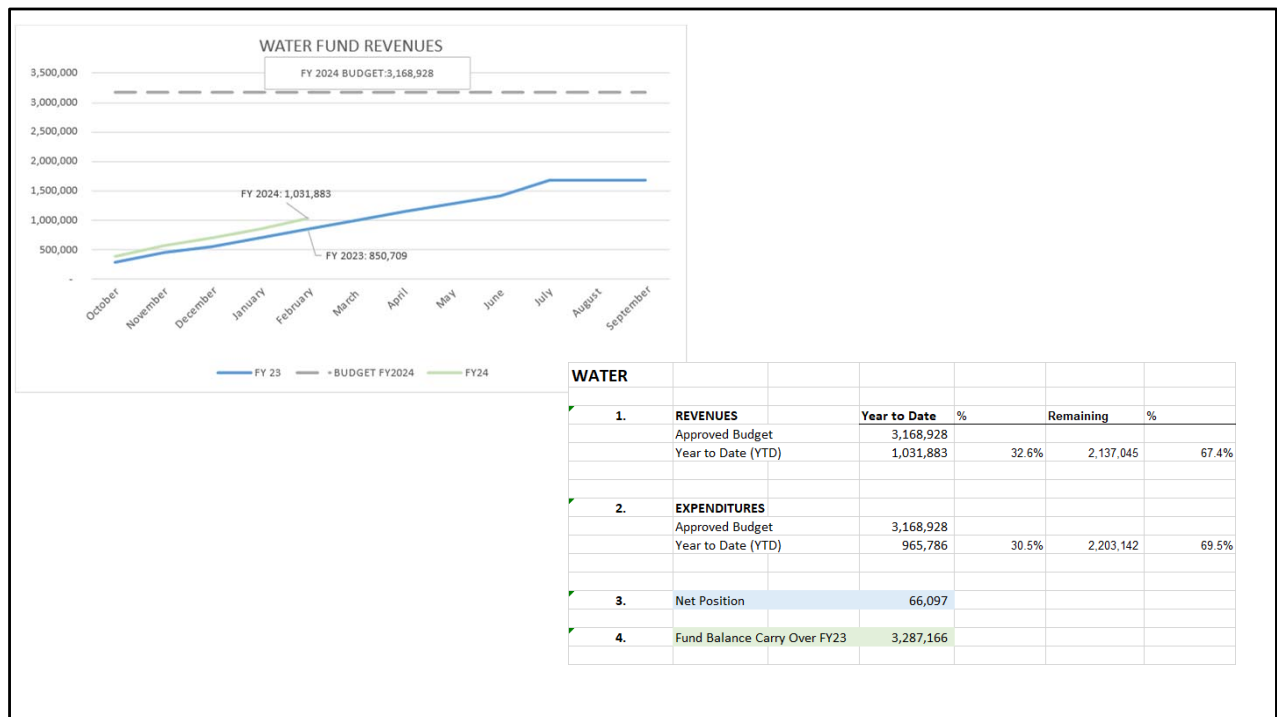
LOT Add'l .5% January month of sale transfer \$99,402 FYTD \$619,216.



Community Housing expenses are up approximately \$961,161 (152%). This increase is largely due to deed restriction purchases, staffing increases and professional services contracts.

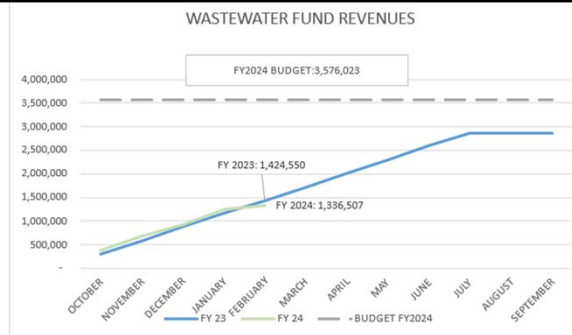


Enterprise Funds



The Water Fund revenues are up \$181,173 (21%) FYTD compared to last fiscal year.

WATER CIP						
✓ 1.	REVENUES		Year to Date	%	Remaining	%
	Approved Budget		785,000			
	Year to Date (YTD)		361,017	46.0%	423,983	54.0%
✓ 2.	EXPENDITURES					
	Approved Budget		785,000			
	Year to Date (YTD)		280,537	35.7%	504,463	64.3%
✓ 3.	Net Position		80,480			
✓ 4.	Fund Balance Carry Over FY23		658,039			



WASTEWATER					
1.	REVENUES	Year to Date	%	Remaining	%
	Approved Budget	3,576,023			
	Year to Date (YTD)	1,336,507	37.4%	2,239,516	62.6%
	Fund Balance YTD				
2.	EXPENDITURES				
	Approved Budget	3,576,023		2,373,523	66.4%
	Year to Date (YTD)	1,202,500	33.6%		
3.	Net Position	134,007			
4.	Fund Balance Carry Over FY23	2,252,971			

The Wastewater Fund revenues are down \$88,043 (6%) FYTD compared to last fiscal year.

WASTEWATER CIP						
1.	REVENUES		Year to Date	%	Remaining	%
	Approved Budget		3,923,653		3,420,575	87.2%
	Year to Date (YTD)		503,078	12.8%		
2.	EXPENDITURES					
	Approved Budget		3,923,653		3,681,846	93.8%
	Year to Date (YTD)		241,807	6.2%		
3.	Net Position		261,271			
4.	Fund Balance Carry Over FY23		8,283,525			



City of Ketchum

CITY COUNCIL MEETING AGENDA MEMO

Meeting Date: Staff Member/Dept:

Agenda Item:

Recommended Motion:

Reasons for review:

- Staff would like to provide a brief update regarding expected CIP cash flow to ensure council members are prepared to make a final decision on the Main Street rehabilitation project contract during the March 27th special meeting.
- The current CIP has allocated \$1,071,341 towards the Main Street project (attachment #1).
- The council will receive a more detailed update as part of the six-month financial update in April.

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

The current fiscal year General Fund Capital Improvement Plan outlines forty projects for a total of \$2,201,563. During the April 15th City Council meeting, staff will provide a detailed status of each project. Attachment #2 outlines the latest cash flow of the Capital Improvement Fund which illustrates approximately \$1,197,607 in unallocated funds. Historically, these funds are the starting point to fund the next fiscal year of CIP projects. The city does not have a significant ongoing revenue source for the plan outside the Idaho Power Franchise (\$290,000). Historically, the city has utilized any excess revenues and expense savings from the previous fiscal year to fund the upcoming year.

Staff has begun work on the detailed development of the FY25 projects, several large projects could be reasonably deferred to FY26 which would leave a starting point of between \$1.9m-2.3m in projects. Any reduction of existing CIP fund balance will require further reduction on projects to ensure a balanced budget.

Sustainability Impact:

Financial Impact:

None OR Adequate funds exist in account:	Current approved CIP allocates \$1,071,341 for the Main Street project.
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Attachments:

1. Main Street rehabilitation estimated budget_2.22.24
2. FY24 CIP cash flow estimate
3. FY24 CIP project list

SH-75, River St to 10th St - Main St
Project No. A022(210)
Key No. 22210

Project Cost & Contribution Summary
Thursday, February 22, 2024

Item	Total Project Cost	Construction Contingency	Revenue	Variance
Allocated City Funds			\$ 1,071,341	
ITD Road Construction Contribution			\$ 7,000,000	
Roadway Infrastructure, 100% Design & Construction Management ¹	\$6,655,000	15%		\$ 6,655,000
Streetscape/Landscape, 100% Design & Construction Management	\$1,526,000	15%		\$ 1,526,000
Idaho Power Relocate	\$100,000		\$ -	\$ 100,000
SUBTOTAL	\$8,281,000			(\$8,281,000)
2nd St Culinary	\$100,000	30%	\$ -	\$ 100,000
5th St (Sidewalk Infill and Bulbouts)	\$295,000	15%	\$ -	\$ 295,000
Arts/History²	\$157,000	15%	\$ -	\$ 157,000
Bus Stop Improvements	\$123,000	15%	\$ -	\$ 123,000
SUBTOTAL	\$8,956,000		\$ -	(\$8,956,000)
Ketchum Contribution			\$ 1,071,341	\$ 7,884,659
ITD Contribution			\$ 7,000,000	\$ 884,659
URA Contribution			\$ 884,659	\$ -
SUBTOTAL				(\$0)
GRAND TOTAL ³	\$8,956,000	\$960,000	\$8,956,000	
Pathway Cemetery to Saddle ⁴	\$405,000	20%	\$ -	\$ 405,000
Serva (Development Reimbursement)	(\$120,000)			
Hot Dog Hill (Development Reimbursement)	(\$156,000)			

NOTES

¹Cost estimate expected over ITD contribution, wording in MOU states additional money for high bid outcomes.

²Phase 1 of Arts/History, small scale items along corridor. Project Percent for Art requirements.

³Contingency amount is already incorporated for Construction Cost
Pedestrian improvements for two approved development projects will be reimbursed by Developers (reducing Grand Total).

⁴Not included in this Project, potential tag along to ITD 2027 project.

Note: City Utility work of a Water Relocation Main will come out of City funds and is not included above.

Cost savings realized if included in project now.

Can be done as standalone projects, completed at any time.

Description	Dept.	Project Funds
Downtown Core Sidewalk Infill	Mobility	\$ 222,000
5th St Sidewalk Replace	Mobility	\$ 175,241
Main Street Design	Mobility	\$ 300,000
Main St & 1st Street - Pedestrian Safety (Construction)	Mobility	\$ 104,400
Main St & Sun Valley Road - Pedestrian Safety (Construction)	Mobility	\$ 113,100
Main St & 5th St - Pedestrian Safety (Construction)	Mobility	\$ 104,400
Main St & 6th St - Pedestrian Safety (Construction)	Mobility	\$ 52,200
		\$ 1,071,341
ITD Design Contribution		\$ 7,000,000
ALLOCATED FUNDS SUBTOTAL		\$ 8,071,341

General & LOT Funds CIP Summary

Department	Encumbrance Year (FY)	Projected Cost	Encumbered/Expensed to Date	Remaining	Projected Funding Sources			
					Capital Fund		External Funds	
					Local Option Tax	Current Year Funding*	Donations	Urban Renewal Agency
Fire	91,535	\$232,535	\$154,069	\$78,466	\$91,535	\$141,000	\$0	\$0
Facilities/Power	535,389	\$816,215	\$114,375	\$701,840	\$0	\$373,651	\$0	\$442,564
Mobility	1,007,211	\$9,225,083	\$730,749	\$8,494,334	\$0	\$1,340,424	\$7,000,000	\$884,659
Recreation	30,000	\$30,000	\$0	\$30,000	\$0	\$30,000	\$0	\$0
Police	122,428	\$122,428	\$15,823	\$106,605	\$122,428	\$0	\$0	\$0
Street/Equipment	300,000	\$300,000	\$0	\$300,000	\$0	\$300,000	\$0	\$0
Technology	65,000	\$65,000	\$33,936	\$31,064	\$0	\$65,000	\$0	\$0
Sustainability Infrastructure	50,000	\$50,000	\$0	\$50,000	\$0	\$50,000	\$0	\$0
Total	\$2,201,563	\$10,841,261	\$1,048,953	\$9,792,308	\$213,963	\$2,300,075	\$7,000,000	\$1,327,223
	Amend	\$8,639,698						

*% for Art

CIP Cash Flow	
Project Costs	
Expenses FY2024	10,841,261
Less Expenses YTD	(1,048,953)
Total	9,792,308
Revenue	
LOT	213,963
ITD Anticipated	7,000,000
KURA	1,327,223
Current Year	391,000
Fund Balance Beginning	2,057,730
Total	10,989,916
Estimated (shortage) or overage	1,197,607

Capital Improvement | FY24 Detail

	Description	Department	Projected Cost
	FY 2024		
4	Firefighting EQ (tools)	Fire	\$14,860
	PPE (turnout gear)	Fire	\$31,375
6	Radios (portable)	Fire	\$14,000
7	Medical (city provided)	Fire	\$4,000
8	Rescue (city provided)	Fire	\$24,800
9	Shop Tools	Fire	\$2,500
10		Fire	\$91,535
11	Water Conservation Upgrades Cost Savings	Facilities	\$20,000
12	Atkinson Park Irrigation Upgrades	Facilities	\$25,000
13	Replace Trash Cans (Citywide)	Facilities	\$10,000
14	Replace Gator	Facilities	\$18,000
15	Replace 2004 Ford Ranger	Facilities	\$35,000
16	Splash Pad - Replace 2 Pumps	Facilities	\$8,500
17	Forest Service Park upgrades	Facilities	TBD
18	Forest Service Park drinking fountain/bottle filler	Facilities	\$3,500
19	Warm Springs Preserve - Phase I	Facilities	TBD
20	Atkinson Park Refurbish Legion Ballfield	Facilities	\$150,000
21	Edelweiss Park Install Irrigation Hookup	Facilities	\$10,000
22	Rotary Park Bathroom & Shelter Roof Replacements	Facilities	\$50,000
23	Rotary Park addl upgrades (paint, pavers, picnic tables, play structure)	Facilities	\$55,389
27	Town Square Upgrades	Facilities	TBD
28	Solar Panels (Fire)	Facilities	TBD
29	Power Line Undergrounding - south of town (will change)	Power	\$150,000
30		Facilities/Power	\$535,389
31	Downtown Core Sidewalk Infill	Mobility	\$222,000
32	Sidewalk Curb and Gutter Repairs	Mobility	\$111,111
33	4th Street Paver Replacement - Phase II	Mobility	TBD
34	Main Street Design	Mobility	\$300,000
35	Main and 1st Street - Pedestrian Safety (Construction) (deferred from & estimated in '23)	Mobility	\$104,400
36	Main Street and Sun Valley Road - Pedestrian Safety (Construction) (deferred from & estimated in '23)	Mobility	\$113,100
37	Main Street and 5th Street - Pedestrian Safety (Construction) (deferred from & estimated in '23)	Mobility	\$104,400
38	Main Street and 6th Street - Pedestrian Safety (Construction) (deferred from & estimated in '23)	Mobility	\$52,200
39		Mobility	\$1,007,211

	Description	Department	Projected Cost
	FY 2024		
40	Pump park overhaul	Recreation	\$10,000
41	John Deere Gator	Recreation	\$20,000
42		Recreation	\$30,000
43	Patrol vehicle replacement HOLD	Police	\$57,000
44	Tasers	Police	\$30,509
45	Mobile radios	Police	\$18,154
46	Body Cams	Police	\$16,765
47		Police	\$122,428
48	Elgin Eagle (2006) - Sweeper (lease/purchase TBD)	Street/Equipment	\$250,000
49	Dodge Durango (2001) - replacement car (might repurpose from another dept.)	Street/Equipment	\$50,000
50		Street/Equipment	\$300,000
51	IT Upgrades	Technology	\$65,000
52		Technology	\$65,000
53	Sustainability Infrastructure	Sustainability Infrast	\$50,000
54		Sustainability Infrast	\$50,000
55	% for Art	% for Art	\$0
56		% for Art	\$0
58	2024 Proposed Totals		\$2,201,563

*Highlight = projects on hold.

**Council-approved budget amendments will be made in FY24 to align project totals and Ketchum Urban Renewal Agency (KURA) reimbursements.