



SPECIAL MEETING - CITY COUNCIL Monday, June 13, 2022, 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/84046927648
 Webinar ID: 840 4692 7648
- 2. Address the Council in person at City Hall.
- 3. 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:

COMMUNICATIONS FROM MAYOR AND COUNCILORS:

1. Public comment submitted at participate@ketchumidaho.org

CONSENT AGENDA:

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

- 2. ACTION ITEM: Approve minutes of May 23, 2022, as submitted by Tara Fenwick, City Clerk.
- 3. ACTION ITEM: Authorization and approval of the payroll register, as submitted by Shellie Gallagher, Treasurer.
- 4. ACTION ITEM: Authorization and approval of the disbursement of funds from the City's treasury for the payment of bills in a total sum of \$ 1,273,050.22 as submitted by Shellie Gallagher, Treasurer.

- 5. ACTION ITEM: Recommendation to approve Alcohol Beverage Licenses, as submitted by Shellie Gallagher, Treasurer.
- <u>6.</u> ACTION ITEM: Recommendation to approve Purchase Order #22101 with Mountain Rides for Summer Solstice dog-friendly transport, as submitted by Lisa Enourato, Public Affairs and Administrative Services Manager.
- 7. ACTION ITEM: Recommendation to approve Lease Agreement #22099 with Sun Valley Company for the use of the Greyhawk parking lot for the summer Solstice dog-friendly shuttle, as submitted by Lisa Enourato, Public Affairs and Administrative Services Manager.
- 8. ACTION ITEM: Recommendation to approve Purchase Order #22094 with Business Interiors of Idaho to furnish Trail Creek conference room, as submitted by Lisa Enourato, Public Affairs and Administrative Services Manager.
- 9. ACTION ITEM: Recommendation to approve Road Closure for Special Events, as submitted by Lisa Enourato, Public Affairs and Administrative Services Manager.
- 10. ACTION ITEM: Recommendation to approve Purchase Order #22103 and #22104 for a Furnace for Visitor Center/Starbucks, as submitted by Juerg Stauffacher, Facilities Maintenance Supervisor.
- <u>11.</u> ACTION ITEM: Recommendation to approve Right-of-Way Encroachment Agreement #22772 with Cox Communications for placement of telecommunications infrastructure in the City Right-of-Way, as submitted by Suzanne Frick, Planning and Building Director.
- <u>12.</u> ACTION ITEM: Recommendation to approve Right-of-Way Encroachment Agreement #22773 with Idaho Power for underground power lines in the City Right-of-Way, as submitted by Suzanne Frick, Planning and Building Director.
- 13. ACTION ITEM: Recommendation to approve Right-of-Way Encroachment Agreement #22774 to memorialize a portion of an existing garage within the City Right-of-Way, as submitted by Suzanne Frick, Planning and Building Director.
- <u>14.</u> ACTION ITEM: Recommendation to approve Right-of-Way Encroachment Agreement #22775 with Idaho Power for underground power lines in the City Right-of-Way, as submitted by Suzanne Frick, Planning and Building Director.
- <u>15.</u> ACTION ITEM: Recommendation to approve Right-of-Way Encroachment Agreement #22776 with Cox Communications for placement of telecommunications infrastructure within the City Right-of-Way, as submitted by Suzanne Frick, Planning and Building Director.
- 16. ACTION ITEM: Recommendation to approve Purchase Order #22102 with Best Day HR related to Public Works Director Recruitment Services, as submitted by Jade Riley, City Administrator.
- <u>17.</u> ACTION ITEM: Recommendation to approve Purchase Order #22107 with SuperBloom to Complete Warm Springs Preserve Master Plan, as submitted by Jade Riley, City Administrator.
- 18. ACTION ITEM: Recommendation to approve Purchase Order #22105 with Opal Engineering for water and wastewater CIP engineering services, as submitted by Jade Riley, City Administrator.
- 19. ACTION ITEM: Recommendation to approve Purchase Order #22106 with Forsgren Associates for Professional Services regarding Planning and Building Development Review, as submitted by Jade Riley, City Administrator.

PUBLIC HEARING:

20. ACTION ITEM: Recommendation to approve changes to Ketchum Municipal Code Title 13, Chapter 13.08, Section 2 (Definitions) and Section 7 (Cross Connections) and perform first reading of Ordinance 1237, as submitted by Gio Tognoni, Water utilities Supervisor.

- 21. ACTION ITEM: Recommendation to Review, Provide Direction and Approve the Development Agreement Amendment, Final Plat, and Condominium Preliminary Plat for the 1st and 4th mixed-use project located at 391 N 1st Ave, as submitted by Suzanne Frick, Planning and Building Director.
- <u>22.</u> ACTION ITEM: Amkay Townhomes Lot Line Shift, as submitted by Suzanne Frick, Planning and Building Director.
- 23. ACTION ITEM: See View & Saddle Light Condominiums Lot Line Shift, as submitted by Suzanne Frick, Planning and Building Director.

NEW BUSINESS:

- 24. Receive a briefing on Wastewater Master Facility Plan, as submitted by Brad Jerke, HDR Engineering and Mick Mummert, Wastewater Division Manager.
- 25. Receive an update on Main Street Transportation Improvement Project, as submitted by Cameron Waite and Brett Kohring, HDR Engineering and Jade Riley, City Administrator.
- <u>26.</u> Receive an update on General Fund Five-Year Capital Improvement Plan, as submitted by Shellie Rubel, Treasurer and Jade Riley, City Administrator.
- <u>27.</u> ACtION ITEM: Review draft budget for Annual Housing Action Plan, as submitted by Carissa Connelly, Housing Strategist and Jade Riley, City Administrator.

EXECUTIVE SESSION:

ADJOURNMENT:

Proposal to amend zoning in Ketchum Light Industrial to allow for off-site vending.

The City of Ketchum restricts off-site vending to downtown core and tourist areas only. Off-site vending is currently not allowed in the Light Industrial zone in the City of Ketchum.

- Currently there are 2 lots in the Ketchum LI that are not being utilized for business use and could potentially be used for off-site vending purposes;
- 1000 Warm Springs Rd, site of the now defunct Anderson Lumber.
- 268 Northwood Way, which was developed and previously used for off-site vending purposes for several years in the mid 2000's by Apple's Bar and Grill. The City of Ketchum granted the owner of Apple's Bar and Grill a conditional use permit to allow for off-site vending from this site.

Joe's Juice LLC hereby formally requests a change in the light industrial zoning to allow for off-site vending from 268 Northwood Way.

- 1. Joe's Juice LLC was denied an off-site vendors permit and/or conditional use permit request for 268 Northwood Way based on current zoning restrictions.
- 2. Joe's Juice LLC would like to operate seasonally (May-Oct) as an off-site vendor from the property as well as attend various events, festivals and private functions in the valley.
- 3. Joe's Juice LLC will provide fresh, organic, cold-pressed juices, low-glycemic lemonades and raw vegetarian snacks from a solar-powered bus.
- 4. Joe's Juice LLC is permitted by South Central Public Health District (permit # FS-010857) to operate as a Mobile/Temp-Full w/commissary.
- 5. Currently there is no option for this type of vending within the LI (even though there is a restaurant, caterer and retail snack vendor operating already in the LI) or at any events in the valley.
- 6. Joe's Juice LLC brings a unique, healthy and environmentally friendly alternative to typical food truck fare.

Summary:

Allowing for off-site vending in Ketchum's Light Industrial area makes sense for the community. 268 Northwood Way provides nice views, outdoor patio area, plenty of parking, easy delivery routing, convenient access from hwy 75, is purpose built for off-site vending and has already been utilized and previously approved for that very purpose.

From: zach poff <zpoff54@yahoo.com>
Sent: zach poff <zpoff54@yahoo.com>
Friday, June 10, 2022 4:14 PM

To: Participate **Subject:** Thoughts

I am a home owner and employee in the Wood River Valley. I recently had to move out of my condominium in Ketchum, however I wanted to keep it and try to provide housing for local employees. Having worked in a number of different fields including the service industry and Government positions, I have been saddened by fellow employees having to leave the valley or not accept new positions due to the lack of housing. I put my unit on the market in February of 2022 and had over 30 inquires within the first two days. I met with all candidates and ended up renting to a couple that work for a local non-profit and the Community school as a teacher respectfully. I also rented at a reduced price to accommodate their financial needs in an effort to keep them within the community. I am not a wealthy member of the community as I work for the US Forest Service however I wanted to try to help with a long term rental as they are in great need currently.

Recently I received my 2022 assessment notice and found that my property will more than double in net taxable property value. This does include the loss of the homeowners exemption. I am fearful that after 1 year I will have to either raise the rent significantly (taking it out of the range of our local workforce) or sell this property. Is there any thought on providing some tax relief to those that commit to maintaining a long term rental? My neighboring unit recently removed three tenants and has listed that property for sale for similar reasons. Those are three more displaced local workers and I do not want to contribute to that cycle. I am happy to pay my taxes, however I feel that given the current situation I may be forced to, like many others, displace two more engaged members of our community. Again I would ask, is there any thought on providing some tax relief to those that commit to maintaining a long term rental?

If there is not any relief I do not see how it is viable for someone in my situation to provide any rental opportunity.

Thank you,

Zach Poff

From: City of Ketchum Idaho <participate@ketchumidaho.org>

Sent: Friday, June 10, 2022 6:52 PM

To: Participate

Subject: Form submission from: Contact Us

Submitted on Friday, June 10, 2022 - 6:51pm

Submitted by anonymous user: 160.2.72.254

Submitted values are:

First Name Amy
Last Name Baruch
Email abaruch1361@gmail.com
Question/Comment

I am a home owner in Ketchum, and rent my condo through Airbnb. I was very disappointed to receive a postcard this week, informing me for the first time that I have an application for my rental due in less than 3 weeks at a significant cost, with unreasonable penalties. This does not feel like a democratic decision and unbecoming of a typically thoughtful city council. I would appreciate an opportunity to speak with a city council member.

Of note, I am a physician in Boise and have helped out at your local hospital during COVID, as well as recently when the hospital was understaffed. I feel like this is a real slap in the face.

Amy Baruch MD 208-484-1248

The results of this submission may be viewed at:

https://www.ketchumidaho.org/node/7/submission/10542

From: Kris Bowman <polovacations@yahoo.com>

Sent: Friday, June 10, 2022 8:11 PM

To: Participate

Cc: polovacations@yahoo.com polovacations@yahoo.com

Subject: Housing options

In my opinion the housing for workforce should be located in the Hailey and Bellevue in areas where working families can have normal lives and have space and amenities to serve them. Ketchum is not family friendly for the average income level and there is no space for children, multi-family cars, single family homes, or affordable housing or affordable grocery shopping or restaurants. We are only talking 12 miles down valley. Most people commute to work 45 to an hour a day in the average city. There is no room for Ketchum to grow without changing the historic, mountain town feel that exists today and is what makes the town unique for attracting tourism.

All ski/resort towns have support cities surrounding them and the opportunities should be focused in those areas. The focus of ketchum needs to be placed on traffic, and regulating the tourism that keeps the city thriving. We should be looking at the towns similar to ours and gauge the successes and failures that they have experienced and evaluate their solutions to compare with our ideas. We can then create a strategic plan that we can follow in phases that can be measured by implementation.

This is a complex issue and we are not alone so let's do our homework and bring the research from other resort towns to educate the decision makers before moving forward.

Thanks, Kris Bowman Resident

From: james rosenfeld <powderskiing1@hotmail.com>

Sent: Sunday, June 12, 2022 1:45 PM

To: Participate

Subject: Development in Ketchum

Slow it down! Growth is not the answer to a housing shortage. With limited land, the only realistic direction for growth, is up. Not many people seem in favor of that, and I tend to side with them in many areas. Maybe funding for SV/Ketchum economic development should be redirected/set aside for affordable housing? I am a stakeholder and have been one for 50 yrs.

I supported Bluebird, but that's it. It's time to develop some govt. policy, with teeth, that will push back on the air B&B epidemic that has swept over this country and seems to be consuming most destination communities such as ours. Air B&B fees, comparable to what the hospitality industry pays, might be another source of funding.

I get the economic benefit for the real estate community, but it does absolutely nothing for improving quality of life for the rest of us wanting to live here. It only improves the bottom line for a few slick/well connected realtors, who will come and go with interest rates, leaving a few caught in the frenzy, to go bankrupt. I've seen it more than once. Do not continue raising option taxes or we will certainly become the ultra luxury resort a majority can not afford or want to visit

A response from govt. with an action plan is needed. Forget the \$ politics and do what's right to maintain the quality of life we all want.

Sincerely, Jim Rosenfeld POB 1195

Ketchum resident/CC commercial property owner

From: Mitch Long <m.long.boise@gmail.com>

Sent: Monday, June 13, 2022 9:45 AM

To: Participate

Subject: Action item #10 regarding new furnace at visitor center/Starbucks

What type of furnace is this? Is this a heat pump? If not, how does this fit into the city's effort to have 100% clean energy?

Thank you.

Mitch Long 208-484-6866



CITY OF KETCHUM MEETING MINUTES OF THE CITY COUNCIL

Monday, May 23, 2022

CALL TO ORDER: (00:01:59 in video)

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

Roll Call:

Mayor, Neil Bradshaw Courtney Hamilton Amanda Breen Michael David Jim Slanetz

Also Present:

Jade Riley - City Administrator
Shellie Gallagher Rubel - City Treasurer
Carissa Connelly - Housing Strategist
Suzanne Frick - Director, Planning and Building
Tara Fenwick - City Clerk & Administrative Business Manager
Matt Johnson - City Attorney

COMMUNICATIONS FROM MAYOR AND COUNCILORS:

Councilor, Courtney Hamilton expressed appreciation for time spent with visitors from Park City, Utah.

Mayor, Neil Bradshaw expressed appreciation for the community's participation in the recent election and vote.

CONSENT AGENDA: (00:05:27 in video)

Mayor, Neil Bradshaw commented on a correction made to item #13 Agreement #22097.

Counselor, Matt Johnson commented on the specific change made to Agreement #22097.

Councilor, Courtney Hamilton commented on items #8, #9 and #11.

City Administrator, Jade Riley expressed gratitude to the Church of Jesus Christ Latter-Day Saints for their participation in creating an access agreement.

Motion to approve consent agenda. Motion made by Councilor, Amanda Breen, seconded by Councilor, Michael David. All in Favor.

NEW BUSINESS: (00:10:45 in video)

City Administrator, Jade Riley provided an overview on the development of the FY23 budget.

Interim Executive Director, Sarah Michaels for the Blaine County Housing Authority addressed the Council.

Councilors discussed materials with staff and provided direction.

Mayor, Neil Bradshaw welcomed Ed Simon to make a comment.

EXECUTIVE SESSION:

Motion to enter Executive Session. Motion made by Councilor, Amanda Breen, seconded by Councilor, Jim Slanetz. All in Favor.

ADJOURNMENT:

Motion to adjourn at 7:30 p.m.	Motion made by Councilor,	Amanda Breen, seconded by
Councilor, Michael David. All in	Favor.	

Mayor, Neil Bradshaw	
	City Clark Tara Familia
	City Clerk, Tara Fenwi

Report Criteria:

City of Ketchum

Invoices with totals above \$0 included.

Paid and unpaid invoices included.

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

11-217-5-900 PRI DEDUC PRI — EMP CAF FSA-DC NBS-NATIONAL BENEITY SERVI CP318090 Claims Paid 2022: DCA 10-3700-3600 REPUNDS & REMBURSEMENTS CP318090 Claims Paid 2022: DCA 11-3700-3600 REPUNDS & REMBURSEMENTS CP318090 Claims Paid 2022: DECONT PRENTICE ARCHITECTS 060822 REFUND FOR SECURITY DEPOSIT 052822 2-2-2-2-2-2-2-2-2-2-2-2-2-2-2-2-2-2	Vendor Name	Invoice Number	Description	Net Invoice Amount
NIBS-NATIONAL BENEIT SERVI	GENERAL FUND			
NBS-NATIONAL BENEFIT SERV C91 R090 Claims Paid 2022: DCA 10 10 10 10 10 10 10 1			Claims Paid 2022: FSA	1,726.98
ASHTON, MEG 053122 REFUND FOR SECURITY DEPOSIT 052822 2 ASHTON, MEG 053122 REFUND FOR SECURITY DEPOSIT 052822 2 ASHTON, MEG 053122 REFUND FOR SECURITY DEPOSIT 052822 2 ASHTON, MEG 053122 REFUND FOR SECURITY DEPOSIT 052822 2 ASHTON, MEG 053122 REFUND FOR SECURITY DEPOSIT 052822 2 ASHTON, MEG 13,37 Total: 13,37 Total: 13,37 LEGISLATIVE & EXECUTIVE DIA110-2505 HEALTH REIMBURSEMENT ACCT(HRA) NBS-NATIONAL BENEFIT SERVI P38090 Claims Paid 2022: HRA 5 DI-110-2515 VISION REIMBURSEMENT ACCT(HRA) NBS-NATIONAL BENEFIT SERVI S55530 FSA & HRA Plan Administration Fees May 2022 Total LEGISLATIVE & EXECUTIVE: 6 ADMINISTRATIVE SERVICES DI-1150-3100 OFFICE SUPPLIES & POSTAGE CINTAS 1009720076 First Aid Supplies CIOPY & PRINT, L.L.C. 122712 ANTISEPTIC WIPES & CANNED AIR 1 GEM STATE PAPER & SUPPLY 1074539 COFFIEE & BATH TISSUE 1 DI-1150-3100 PROFESSIONAL SERVE 215 00022 Box 2315 DI-1150-4200 PROFESSIONAL SERVE 215 00022 Box 2315 BULE AND PINE CREATIVE INC 212 Graphic Design Work & Website Development WESTERN RECORDS DESTRUCT 0592820 May 2022 Records Destruction 1 DI-1150-4400 ADVERTISING & LEGAL PUBLICATIO- EXPRESS PUBLISHING, INC. 10002196 0430 10002196 043022 2 DI-1150-1100 LEGELATIVE INC 2745 052522 TRELLO.COM DI-1150-1100 LEGELATIVE ROUND ADVERTISING & LEGAL PUBLICATIO- EXPRESS PUBLISHING, INC. 10002196 0430 10002196 043022 5 DI-1150-1100 LEGELATIVE ROUND ADVERTISING & LEGAL PUBLICATIO- EXPRESS PUBLISHING, INC. 10002196 0430 10002196 043022 5 DI-1150-1100 LEGELATIVE ROUND ADVERTISING & LEGAL PUBLICATIO- EXPRESS PUBLISHING, INC. 10002196 0430 10002196 043022 5 DI-1150-1100 LEGELATIVE ROUND ADVERTISING & LEGAL PUBLICATIO- EXPRESS PUBLISHING, INC. 10002196 0430 10002196 043022 5 DI-1150-1100 LEGELATIVE ROUND ADVERTISING & LEGAL PUBLICATIO- EXPRESS PUBLISHING, INC. 10002196 0430 10002196 043022 5 DI-1150-1100 LEGELATIVE ROUND ADVERTISING & LEGAL PUBLICATIO- EXPRESS PUBLISHING, INC. 10002196 0430 10002196 043022 5 DI-1150-1100 LEGELATIVE ROUND ADVERTISING & LEGAL PUBLICATIO- EXPRESS PUBLISHING ROUND AD			Claims Paid 2022: DCA	180.0
ASHTON, MEG 053122 REFUND FOR SECURITY DEPOSIT 052622 SCOTT PRENTICE ARCHITECTS 060822 REFUND FOR BUILDING APP WITHDRAWL 11,3 Total: 13,3 Total: 13,3 EGISLATIVE & EXECUTIVE 11,4110-2505 HEALTH REIMBURSEMENT ACCT(HRA) NBS-NATIONAL BENEFIT SERVI 07918090 Claims Paid 2022: HRA 5. II-4110-2515 VISION REIMBURSEMENT ACCT(HRA) NBS-NATIONAL BENEFIT SERVI 855530 FSA & HRA Plan Administration Fees May 2022 Total LEGISLATIVE & EXECUTIVE: 6. ADMINISTRATIVE SERVICES 11,4150-2515 VISION REIMBURSEMENT ACCT(HRA) NBS-NATIONAL BENEFIT SERVI 855530 FSA & HRA Plan Administration Fees May 2022 10,4150-2515 VISION REIMBURSEMENT ACCT(HRA) NBS-NATIONAL BENEFIT SERVI 855530 FSA & HRA Plan Administration Fees May 2022 11,4150-2515 VISION REIMBURSEMENT ACCT (HRA) NBS-NATIONAL BENEFIT SERVI 855530 FSA & HRA Plan Administration Fees May 2022 11,4150-3100 OFFICE SUPPLIES & POSTAGE CINTAS 5109720076 First Aid Supplies COPY & PRINT, L.L.C. 122712 ANTISEPTIC WIPES & CANNED AIR 1 GREMSTATE PAPER & SUPPLY 1074559 COFFEE & BATH TISSUE 1 PUTNEY BOWES. RESERVE ACC 3315735931 Leasing Charges 4 AUNITED STATES POSTMASTER 2315 060822 Box 2315 11,4150-4200 PROFESSIONAL SERVICES KETCHUM COMPUTERS, INC. 18913 MAY 22 ADMIN 2,53 BLUE AND PINE CREATIVE INC 212 Graphic Design Work & Website Development MEDICAND PINE CREATIVE INC 1002196 0430 10002196 043022 2 11,4150-4400 ADVERTISING & LEGAL PUBLICATIO EXPRESS PUBLISHING, INC. 10002196 0430 10002196 043022 2 11,4150-4400 ADVERTISING & LEGAL PUBLICATION EXPRESS PUBLISHING, INC. 10002196 0430 10002196 043022 5 11,4150-4400 ADVERTISING & LEGAL PUBLICATION EXPRESS PUBLISHING, INC. 10002196 0430 10002196 043022 5 11,4150-4400 ADVERTISING & LEGAL PUBLICATION EXPRESS PUBLISHING, INC. 10002196 0430 10002196 043022 5 11,4150-4400 ADVERTISING & LEGAL PUBLICATION 10002196 043022 5 11,4150-4400 ADVERTIS	1-3700-3600 REFUNDS & REIMBU	RSEMENTS		
1.3, 1.3,				250.0
Total:				250.0
1-4110-2505 HEALTH REIMBURSEMENT ACCT(HRA) NBS-NATIONAL BENEFIT SERVI C9718090 Claims Paid 2022: HRA S 1-4110-2515 VISION REIMBURSEMENT ACCT(HRA) NBS-NATIONAL BENEFIT SERVI 855530 FSA & HRA Plan Administration Fees May 2022	SCOTT PRENTICE ARCHITECTS	060822	REFUND FOR BUILDING APP WITHDRAWL	11,392.0
	Total:			13,798.9
NBS-NATIONAL BENEFIT SERVI	LEGISLATIVE & EXECUTIVE			
NBS-NATIONAL BENEFIT SERVI 855530 FSA & HRA Plan Administration Fees May 2022		,		5 00.0
NBS-NATIONAL BENEFIT SERVI	NBS-NATIONAL BENEFIT SERVI	CP318090	Claims Paid 2022: HRA	580.9
Total LEGISLATIVE & EXECUTIVE: 6		,		22.9
ADMINISTRATIVE SERVICES			1 oA & TICA Fran Administration Fees Way 2022	
1-4150-2515 VISION REIMBURSEMENT ACCT(HRA)	Total LEGISLATIVE & EXECUT	IVE:		603.9
NBS-NATIONAL BENEFIT SERVI 855530 FSA & HRA Plan Administration Fees May 2022 1-4150-3100 OFFICE SUPPLIES & POSTAGE	ADMINISTRATIVE SERVICES			
1-4150-3100 OFFICE SUPPLIES & POSTAGE	01-4150-2515 VISION REIMBURSEN	MENT ACCT(HR.	A)	
CINTAS 5109720076 First Aid Supplies	NBS-NATIONAL BENEFIT SERVI	855530	FSA & HRA Plan Administration Fees May 2022	48.7
COPY & PRINT, L.L.C. 122712 ANTISEPTIC WIPES & CANNED AIR 1 GEM STATE PAPER & SUPPLY 1074359 COFFEE & BATH TISSUE 1 PITNEY BOWES - RESERVE ACC 3315735931 Leasing Charges 4 UNITED STATES POSTMASTER 2315 060822 Box 2315 2 D1-4150-4200 PROFESSIONAL SERVICES KETCHUM COMPUTERS, INC. 18913 MAY 22 ADMIN 2,9 BLUE AND PINE CREATIVE INC 212 Graphic Design Work & Website Development WESTERN RECORDS DESTRUCT 0592820 May 2022 Records Destruction 1 D1-4150-4400 ADVERTISING & LEGAL PUBLICATIO EXPRESS PUBLISHING, INC. 10002196 0430 10002196 043022 2 D1-4150-4800 DUES, SUBSCRIPTIONS & MEMBERSH US BANK 2745 052522 TRELLO.COM D1-4150-5100 TELEPHONE & COMMUNICATIONS CENTURY LINK 2087264135 86 2087264135 862B 051322 9 CENTURY LINK 2087265574 24 2087265574 240B 051322	01-4150-3100 OFFICE SUPPLIES &	POSTAGE		
GEM STATE PAPER & SUPPLY	CINTAS	5109720076	First Aid Supplies	13.4
PITNEY BOWES - RESERVE ACC 3315735931 Leasing Charges 4 UNITED STATES POSTMASTER 2315 060822 Box 2315 2 11-4150-4200 PROFESSIONAL SERVICES KETCHUM COMPUTERS, INC. 18913 MAY 22 ADMIN 2,9 BLUE AND PINE CREATIVE INC 212 Graphic Design Work & Website Development WESTERN RECORDS DESTRUCT 0592820 May 2022 Records Destruction 1 11-4150-4400 ADVERTISING & LEGAL PUBLICATIO EXPRESS PUBLISHING, INC. 10002196 0430 10002196 043022 2 11-4150-4800 DUES, SUBSCRIPTIONS & MEMBERSH US BANK 2745 052522 TRELLO.COM 11-4150-5100 TELEPHONE & COMMUNICATIONS CENTURY LINK 2087264135 86 2087264135 862B 051322 59 CENTURY LINK 2087265574 24 2087265574 240B 051322	COPY & PRINT, L.L.C.	122712	ANTISEPTIC WIPES & CANNED AIR	127.2
UNITED STATES POSTMASTER 2315 060822 Box 2315 21-4150-4200 PROFESSIONAL SERVICES KETCHUM COMPUTERS, INC. 18913 MAY 22 ADMIN 2,9 BLUE AND PINE CREATIVE INC 212 Graphic Design Work & Website Development WESTERN RECORDS DESTRUCT 0592820 May 2022 Records Destruction 1 21-4150-4400 ADVERTISING & LEGAL PUBLICATIO EXPRESS PUBLISHING, INC. 10002196 0430 10002196 043022 2 21-4150-4800 DUES, SUBSCRIPTIONS & MEMBERSH US BANK 2745 052522 TRELLO.COM 21-4150-5100 TELEPHONE & COMMUNICATIONS CENTURY LINK 2087264135 86 2087264135 862B 051322 987265574 240 2087265574 240 8051322	GEM STATE PAPER & SUPPLY	1074359	COFFEE & BATH TISSUE	151.1
1-4150-4200 PROFESSIONAL SERVICES	PITNEY BOWES - RESERVE ACC	3315735931	Leasing Charges	407.9
KETCHUM COMPUTERS, INC. 18913 MAY 22 ADMIN 2,9 BLUE AND PINE CREATIVE INC 212 Graphic Design Work & Website Development WESTERN RECORDS DESTRUCT 0592820 May 2022 Records Destruction 1 01-4150-4400 ADVERTISING & LEGAL PUBLICATIO EXPRESS PUBLISHING, INC. 10002196 0430 10002196 043022 2 01-4150-4800 DUES, SUBSCRIPTIONS & MEMBERSH US BANK 2745 052522 TRELLO.COM 01-4150-5100 TELEPHONE & COMMUNICATIONS CENTURY LINK 2087264135 86 2087264135 862B 051322 9 CENTURY LINK 2087265574 24 2087265574 240B 051322 9	UNITED STATES POSTMASTER	2315 060822	Box 2315	276.0
BLUE AND PINE CREATIVE INC 212 Graphic Design Work & Website Development WESTERN RECORDS DESTRUCT 0592820 May 2022 Records Destruction 1 01-4150-4400 ADVERTISING & LEGAL PUBLICATIO EXPRESS PUBLISHING, INC. 10002196 0430 10002196 043022 2 01-4150-4800 DUES, SUBSCRIPTIONS & MEMBERSH US BANK 2745 052522 TRELLO.COM 01-4150-5100 TELEPHONE & COMMUNICATIONS CENTURY LINK 2087264135 86 2087264135 862B 051322 9 CENTURY LINK 2087265574 24 2087265574 240B 051322	01-4150-4200 PROFESSIONAL SERV	VICES		
May 2022 Records Destruction 1 1 1 1 1 1 1 1 1	KETCHUM COMPUTERS, INC.	18913	MAY 22 ADMIN	2,958.0
O1-4150-4400 ADVERTISING & LEGAL PUBLICATIO	BLUE AND PINE CREATIVE INC	212	Graphic Design Work & Website Development	30.0
EXPRESS PUBLISHING, INC. 10002196 0430 10002196 043022 2 201-4150-4800 DUES, SUBSCRIPTIONS & MEMBERSH US BANK 2745 052522 TRELLO.COM 201-4150-5100 TELEPHONE & COMMUNICATIONS CENTURY LINK 2087264135 86 2087264135 862B 051322 CENTURY LINK 2087265574 24 2087265574 240B 051322	WESTERN RECORDS DESTRUCT	0592820	May 2022 Records Destruction	155.0
01-4150-4800 DUES, SUBSCRIPTIONS & MEMBERSH US BANK 2745 052522 TRELLO.COM 01-4150-5100 TELEPHONE & COMMUNICATIONS CENTURY LINK 2087264135 86 2087264135 862B 051322 CENTURY LINK 2087265574 24 2087265574 240B 051322				
US BANK 2745 052522 TRELLO.COM 01-4150-5100 TELEPHONE & COMMUNICATIONS CENTURY LINK 2087264135 86 2087264135 862B 051322 CENTURY LINK 2087265574 24 2087265574 240B 051322	EXPRESS PUBLISHING, INC.	10002196 0430	10002196 043022	268.8
01-4150-5100 TELEPHONE & COMMUNICATIONS CENTURY LINK 2087264135 86 2087264135 862B 051322 9 CENTURY LINK 2087265574 24 2087265574 240B 051322 9				
CENTURY LINK 2087264135 86 2087264135 862B 051322 9 CENTURY LINK 2087265574 24 2087265574 240B 051322	US BANK	2745 052522	TRELLO.CUM	75.0
CENTURY LINK 2087265574 24 2087265574 240B 051322			2007244125 042D 051222	^***
				946.1
US BANK 5050 052522 8X8 2,0				56.8
LUMEN 294083048 CREDIT BALANCE				2,026.2 .8

Vendor Name	Invoice Number	Description	Net Invoice Amount
01-4150-5110 COMPUTER NETWO)RK		
CDW GOVERNMENT, INC.	X307815	ACROBAT STD	102.52
INTEGRATED TECHNOLOGIES	190948	BASE RATE CONTRACT AND COPIES / PRINTS CHARGE FOR 4/17/22 - 5/16/22	765.70
KETCHUM COMPUTERS, INC.	18913	MAY 22 ADMIN HARDWARE	1,148.40
US BANK	2745 052522	IDRIVE.COM	247.93
US BANK	5030 052522	MSFT	1,443.69
US BANK	5030 052522	ZOOM	79.00
US BANK	5030 052522	MSFT MS BILL	7,060.27
US BANK	9749 052522	REMOTE PC	299.50
DELL FINANCIAL SERVICES	81296547	001-9009257-001 JUNE RENEWAL	1,465.97
01-4150-5150 COMMUNICATIONS	S		
COPY CENTER LLC	2175	RECYCLING CENTER BANNER	378.00
US BANK	5030 052522	MAILCHIMP	97.99
US BANK	6235 052522	LATER.COM	15.00
US BANK	6235 052522	WIX.COM	30.00
US BANK	6235 052522	SHUTTERSTOCK	30.74
US BANK	6235 052522	FACEBOOK ADS	16.00
US BANK	6235 052522	YOUTUBE PREMIUM	11.99
SNEE, MOLLY	2208	May 2022 Retainer Fee	4,150.00
01-4150-5200 UTILITIES			
CITY OF KETCHUM	MAY 2022	772	64.15
CITY OF KETCHUM	MAY 2022	9994	173.25
CITY OF KETCHUM	MAY 2022	360	53.66
CITY OF KETCHUM	MAY 2022	208	379.14
IDAHO POWER	2200749261 05	0032383102	16.98
IDAHO POWER	2200749261 05	0030429146	30.73
IDAHO POWER	2200749261 05	0030429073	82.81
IDAHO POWER	2200749261 05	0030429198	99.02
IDAHO POWER	2200749261 05	0030429227	12.13
IDAHO POWER	2200749261 05	0032344164	68.60
IDAHO POWER	2200749261 05	0030429098	18.47
IDAHO POWER	2224128120 05	2224128120 052122	743.09
INTERMOUNTAIN GAS	44919030005 0	131 E RIVER ST	25.95
INTERMOUNTAIN GAS	76053745030 0	191 W 5TH ST	107.45
US BANK	5030 052522	INTERMOUNTAIN GAS ATKINSON PARK	275.72
01-4150-6500 CONTRACTS FOR S		***	
S & C ASSOCIATES LLC	2394-2425 (AP	2398	118.00
S & C ASSOCIATES LLC	2394-2425 (AP	2404	950.00
S & C ASSOCIATES LLC	2394-2425 (AP	2411	177.00
S & C ASSOCIATES LLC	2394-2425 (AP	2403	354.00
S & C ASSOCIATES LLC	2394-2425 (AP	2405	2,982.00
S & C ASSOCIATES LLC S & C ASSOCIATES LLC	2394-2425 (AP 2394-2425 (AP	2406 2396	833.50 332.50
01-4150-6510 COMPUTER SERVIO	CES		
CASELLE, INC.	117432	Caselle Support & Maintenance 7/22	2,483.00
Total ADMINISTRATIVE SERV	/ICES:		35,263.57
LEGAL			
01-4160-4200 PROFESSIONAL SEI	RVICES		
WHITE PETERSON	24892R 043022	General Services 24892R 043022	14,458.75

City of Ketchum	Payment Approval Report - by GL Council	Page: 3
	Report dates: 5/23/2022-6/9/2022	Jun 09, 2022 02:07PM

		Report dates. 5/25/2022-0/7/2022	Juli 07, 2022 02.071
Vendor Name	Invoice Number	Description	Net Invoice Amount
01-4160-4270 CITY PROSECUTOR			
ALLINGTON, ESQ., FREDERICK	120287	Monthly Prosecutor Payment	3,769.92
Total LEGAL:			18,228.67
PLANNING & BUILDING			
01-4170-2515 VISION REIMBURSE	*		24.25
NBS-NATIONAL BENEFIT SERVI	855530	FSA & HRA Plan Administration Fees May 2022	26.05
NBS-NATIONAL BENEFIT SERVI	CP318090	Claims Paid 2022: Vision	165.00
01-4170-4200 PROFESSIONAL SER	VICES		
KETCHUM COMPUTERS, INC.	18913	MAY 22 PLANNING & BUILDING	406.00
S & C ASSOCIATES LLC	2394-2425 (AP	2418	118.00
S & C ASSOCIATES LLC	2394-2425 (AP	2424	201.50
S & C ASSOCIATES LLC	2394-2425 (AP	2410	95.00
S & C ASSOCIATES LLC	2394-2425 (AP	2417	472.00
S & C ASSOCIATES LLC	2394-2425 (AP	2423	118.00
S & C ASSOCIATES LLC	2394-2425 (AP	2395	118.00
S & C ASSOCIATES LLC	2394-2425 (AP	2401	118.00
S & C ASSOCIATES LLC	2394-2425 (AP	2408	249.00
S & C ASSOCIATES LLC	2394-2425 (AP	2415	177.00
S & C ASSOCIATES LLC	2394-2425 (AP	2421	118.00
S & C ASSOCIATES LLC	2394-2425 (AP	2399	177.00
S & C ASSOCIATES LLC	2394-2425 (AP	2413	59.00
S & C ASSOCIATES LLC	2394-2425 (AP	2419	344.00
S & C ASSOCIATES LLC	2394-2425 (AP	2425	142.50
	`	2394	521.00
S & C ASSOCIATES LLC S & C ASSOCIATES LLC	2394-2425 (AP 2394-2425 (AP	2414	414.50
	,	2420	118.00
S & C ASSOCIATES LLC	2394-2425 (AP		
S & C ASSOCIATES LLC	2394-2425 (AP	2402	236.00
S & C ASSOCIATES LLC	2394-2425 (AP	2409	296.50
S & C ASSOCIATES LLC S & C ASSOCIATES LLC	2394-2425 (AP 2394-2425 (AP	2416 2422	413.00 118.00
	•	2.22	110.00
01-4170-4210 PROFESSIONAL SER DIVISION OF BUILDING SAFETY		APRIL 2022 BUILDING PERMIT FEES	12 200 20
DIVISION OF BUILDING SAFETT	APRIL 2022	APRIL 2022 BUILDING PERMIT FEES	13,298.30
01-4170-4400 ADVERTISING & LEG	GAL PUBLICATION	0	
EXPRESS PUBLISHING, INC.	10002196 0430	10002196 043022	34.96
EXPRESS PUBLISHING, INC.	10002196 0430	10002196 043022	64.40
EXPRESS PUBLISHING, INC.	10002196 0430	10002196 043022	83.72
01-4170-6910 OTHER PURCHASED	SERVICES		
US BANK	0568 052522	BLAINE COUNTY RECORDER'S OFFICE	14.95
US BANK	0568 052522	BLAINE COUNTY RECORDER'S OFFICE	11.95
Total PLANNING & BUILDING:			18,729.33
NON-DEPARTMENTAL			
	VICE		
01-4193-4200 PROFESSIONAL SER US BANK	5030 052522	BLUE & PINE CREATIVE	125.00
01-4193-9930 GENERAL FUND OP.			
BD CONSULTING	KET 2022-03	GENERAL DISCUSSIONS, CIP, W&WW REVIEW	1,912.50

City of Ketchum	Payment Approval Report - by GL Council	Page: 4
	Report dates: 5/23/2022-6/9/2022	Jun 09, 2022 02:07PM

Vendor Name	Invoice Number	Description	Net Invoice Amount
Total NON-DEPARTMENTAL:			2,037.50
FACILITY MAINTENANCE			
01-4194-2505 HEALTH REIMBURS	,	•	270.20
NBS-NATIONAL BENEFIT SERVI	CP318090	Claims Paid 2022: HRA	279.38
01-4194-2515 VISION REIMBURSE NBS-NATIONAL BENEFIT SERVI	MENT ACCT(HR. 855530	A) FSA & HRA Plan Administration Fees May 2022	24.38
		1 5/1 to 11/011 Idan /	24.30
01-4194-3200 OPERATING SUPPLIS A.C. HOUSTON LUMBER CO.	2205-923839	SAFETY GLASSES	13.69
US BANK	9988 052522	EMERGEN-C	35.80
US BANK	9988 052522	CUPS, KPODS, GATORADE	69.96
US BANK	9988 052522	SUNSCREEN	19.94
01-4194-3500 MOTOR FUELS & LU	BRICANTS		
UNITED OIL	995174	38950 053122	936.88
01-4194-4200 PROFESSIONAL SER	VICES		
ALL SEASONS LANDSCAPING	86386	ReD ROCKET MAPLE	1,680.00
ROB BECK LLC	7060	Tree labor	3,500.00
BIG WOOD LANDSCAPE, INC.	26385	TRENCH IN ROTARY PARK	1,528.00
KETCHUM COMPUTERS, INC.	18913	MAY 22 FACILITY MAINTENANCE	166.75
BACKGROUND INVESTATION B	CIT025060122-	Background Checks	23.95
LANDWORK STUDIO LLC	3097	RK DRAFTING & BLUE PRINTING	341.00
01-4194-4210 PROFESSIONAL SER	VC-CITY TREES		
ARBOR CARE	8759	PLANT HEALTHCARE CONTRACT	100.00
ARBOR CARE	8765	PLANT HEALTHCARE CONTRACT	80.00
ARBOR CARE	8766	PLANT HEALTHCARE CONTRACT	225.00
ARBOR CARE	8771	PLANT HEALTHCARE CONTRACT	225.00
ARBOR CARE	8773	PLANT HEALTHCARE CONTRACT	140.00
ARBOR CARE	8781	PLANT HEALTHCARE CONTRACT	180.00
ARBOR CARE	8784	PLANT HEALTHCARE CONTRACT	120.00
ARBOR CARE	8797	PLANT HEALTHCARE CONTRACT	1,250.00
ARBOR CARE	889	PLANT HEALTHCARE CONTRACT	1,970.00
ARBOR CARE	892	PLANT HEALTHCARE CONTRACT	850.00
ARBOR CARE ARBOR CARE	893 894	PLANT HEALTHCARE CONTRACT PLANT HEALTHCARE CONTRACT	340.00 585.00
01 4104 4220 DDOE CEDY CITY DE	AUTURICATION		
01-4194-4220 PROF SERV-CITY BE LILY & FERN, LLC	4491	SEASONAL CITY FLOWERS	4,530.00
01-4194-4800 DUES, SUBSCRIPTIO	NS & MEMBERS	н	
US BANK	9988 052522	ISA CERTIFICATE	185.00
01-4194-5200 UTILITIES			
CITY OF KETCHUM	MAY 2022	532	69.80
CITY OF KETCHUM	MAY 2022	456	14.55
CITY OF KETCHUM	MAY 2022	1245	39.12
CITY OF KETCHUM	MAY 2022	9996	53.67
CITY OF KETCHUM	MAY 2022	536	130.95
CITY OF KETCHUM	MAY 2022	9991	58.27
CITY OF KETCHUM	MAY 2022	560	14.55
CITY OF KETCHUM	MAY 2022	1127	14.55
CITY OF KETCHUM	MAY 2022	9995	75.87

Vendor Name	Invoice Number	Description	Net Invoice Amount
CLEAR CREEK DISPOSAL	0001531993	1178 WARM SPRINGS RD / SKATE PARK	199.37
CLEAR CREEK DISPOSAL	0001531995	8TH ST & 2ND AVE N / PUMP PARK	164.14
CLEAR CREEK DISPOSAL	0001531996	ROTARY PARK	71.23
INTERMOUNTAIN GAS	32649330001 0	130 S 1ST AVE	23.46
INTERMOUNTAIN GAS	65669030002 0	491 E SUN VALLEY RD	9.79
01-4194-5300 CUSTODIAL & CLEAN	NING SERVICES		
WESTERN BUILIDNG MAINTEN	0134053-IN	Janitorial Services	3,395.12
01-4194-5900 REPAIR & MAINTENA	ANCE-BUILDING	GS	
US BANK	6235 052522	TABLES AND CHAIRS	542.94
US BANK	6235 052522	TABLE CHAIRS & UMBRELLA	1,695.43
SCHINDLER ELEVATOR	8105962587	Preventative Maintenance - 06/22 - 08/22	1,112.13
01-4194-5910 REPAIR & MAINT-491	SV ROAD		
A.C. HOUSTON LUMBER CO.	2206-930442	MINERAL ODORLESS SPIRITS, BACKER ROD, SILICONE DAP & WIPING RAGS	37.06
BLAINE COUNTY TREASURER	LRK000002400	491 E Sun Valley Rd 2021 Property Taxes	2,288.83
CITY OF KETCHUM	MAY 2022	192	307.54
CLEAR CREEK DISPOSAL	0001533223	491 E SUN VALLEY RD	1,851.96
INTERMOUNTAIN GAS	17499804809 0	491 E SUN VALLEY RD	120.51
WESTERN BUILIDNG MAINTEN	0134053-IN	Janitorial Services	1,403.00
01-4194-5950 REPAIR & MAINT-WA	RM SPRINGS PI	₹	
A.C. HOUSTON LUMBER CO.	2205-927334	ALUM LOCK PIPE TAPE PATCH & DAP SILICONE PLUS	56.97
CLEAR CREEK DISPOSAL	0001531998	1803 Warm Springs Road	86.46
CLEAR CREEK DISPOSAL	0001532001	GEEZER ALLEY	160.69
CLEAR CREEK LAND CO. LLC	0000034413	180-060122	700.22
IDAHO POWER	2226452353 05	2226452353 052622	48.52
LUTZ RENTALS	131209-1	TELEHANDLER PLATFORM FORKLIFT FUEL	199.60
PIPECO, INC.	S4574706.001	ORANGE FLAGS PLIERS COUPLINGS CLAMP	232.18
PIPECO, INC.	S4583011.001	COUPLINGS HAND SAW PVC	35.48
PIPECO, INC.	S4589191.001	CLAMP	5.66
SAWTOOTH WOOD PRODUCTS, I	0000133176	GAS CAN	69.68
01-4194-6100 REPAIR & MAINTMA	ACHINERY & EQ)	
RIVER RUN AUTO PARTS	6538-177900	TRAILER HITCH COUPLES AND TOGGLE SWTICH	35.32
RIVER RUN AUTO PARTS	6538-177968	CONV 2 CYCLE	95.76
01-4194-6950 MAINTENANCE			
A.C. HOUSTON LUMBER CO.	2205-923485	FASTENERS	1.14
A.C. HOUSTON LUMBER CO.	2205-924082	PAINTERS COVERALL	12.29
A.C. HOUSTON LUMBER CO.	2205-924607	FASTENERS ROD & EPOXY	97.92
A.C. HOUSTON LUMBER CO.	2205-924643	DISC SAND	10.89
A.C. HOUSTON LUMBER CO.	2205-924647	FASTENERS & ROD	9.47
A.C. HOUSTON LUMBER CO.	2205-927610	EPOXY	37.00
A.C. HOUSTON LUMBER CO.	2205-927955	SPRAY PAINT	17.97
A.C. HOUSTON LUMBER CO.	2205-928817	DRY CONCRETE MIX	15.39
A.C. HOUSTON LUMBER CO.	2205-929590	LARGE DEERSKIN GLOVE AND DRAING AUGER	37.98
A.C. HOUSTON LUMBER CO.	2206-931424	SCREWS, STAIN, ESLP GORMAN, AND MINERAL ODERLESS SPIRITS	90.30
A.C. HOUSTON LUMBER CO.	2206-931707	SIGN BOARD SUPPLIES	24.89
CHATEAU DRUG CENTER	2542218	YELLOW LUTZ SCREW	18.99
CHATEAU DRUG CENTER	2542502	HARDWARE	16.52
CHATEAU DRUG CENTER	2542787	MULTI-PURPOSE DUSTER	17.08
CHATEAU DRUG CENTER	2549246	BLANK NYLON PLATE	.94
IDAHO LUMBER & HARDWARE	907822	Stain	38.97
LUTZ RENTALS	131054-1	TOWN SQUARE CABANAS	21.60

City of Ketchum	Payment Approval Report - by GL Council	Page: 6
	Report dates: 5/23/2022-6/9/2022	Jun 09, 2022 02:07PM

Vendor Name	Invoice Number	Description	Net Invoice Amount
PIPECO, INC.	S4574745.001	RAINBIRD NOZZLE	21.66
PIPECO, INC.	S4577974.001	PRO TURF & ELBOW INSERT	48.89
PIPECO, INC.	S4586326.001	BALL PLASTIC SLIP PVC COUPLINGS	55.57
PIPECO, INC.	S4587292.001	COUPLINGS	43.52
PIPECO, INC.	S4590326.001	9VOLT BATTERY AND SMOKE LENS EDGE	30.50
PIPECO, INC.	S4591400.001	STD EXT W/COVER	43.47
PIPECO, INC.	S4603446.001	UNIVERSAL SOLINOID	71.73
PIPECO, INC.	S4605745.001	COUPLINGS & NIPPLES	9.68
Total FACILITY MAINTENANC	E:		35,627.46
POLICE			
01-4210-2505 HEALTH REIMBURS	,		52.23
NBS-NATIONAL BENEFIT SERVI	CP318090	Claims Paid 2022: HRA	52.23
01-4210-2515 VISION REIMBURSE NBS-NATIONAL BENEFIT SERVI	MENT ACCT(HR 855530	A) FSA & HRA Plan Administration Fees May 2022	6.45
01-4210-3610 PARKING OPS PROC	ESSING FEES		
CALE AMERICA, INC.	169397	MAY 2022 METERS	165.00
FLASHPARKING INC	124461	Omni Park Subscription	737.00
01-4210-4250 PROF.SERVICES-BCS	SO CONTRACT		
BLAINE COUNTY CLERK/RECOR	201053	BCSO Law Enforcement Services	130,714.08
01-4210-5100 TELEPHONE & COM			
CENTURY LINK	2087267848 10	2087267848 105B 051322	61.01
01-4210-6000 REPAIR & MAINTA KETCHUM AUTOMOTIVE INC.	UTOMOTIVE EQ 95742	U REPAIR REAR PASSENGER TIRE	42.41
Total POLICE:			131,778.18
FIRE & RESCUE			
TIKE & RESCUE			
01-4230-2505 HEALTH REIMBURS NBS-NATIONAL BENEFIT SERVI	EMENT ACCT(H) CP318090	RA) Claims Paid 2022: HRA	677.00
1-4230-2515 VISION REIMBURSE NBS-NATIONAL BENEFIT SERVI	MENT ACCT(HR 855530	A) FSA & HRA Plan Administration Fees May 2022	81.50
NBS-NATIONAL BENEFIT SERVI	CP318090	Claims Paid 2022: Vision	696.60
	, DDC		
01-4230-2900 PERFORMANCE AWA	ARDS		
	9939-052522	Retirement Party Items	898.00
US BANK	9939-052522	Retirement Party Items	898.00
US BANK 01-4230-3200 OPERATING SUPPLI	9939-052522	Retirement Party Items Cleaning Supplies	898.00 16.93
US BANK 01-4230-3200 OPERATING SUPPLI ATKINSONS' MARKET	9939-052522 ES FIRE		
US BANK 1 <mark>1-4230-3200 OPERATING SUPPL</mark> I ATKINSONS' MARKET ATKINSONS' MARKET	9939-052522 ES FIRE 04205952	Cleaning Supplies	16.93
US BANK 1-4230-3200 OPERATING SUPPLI ATKINSONS' MARKET ATKINSONS' MARKET BUSINESS AS USUAL INC.	9939-052522 ES FIRE 04205952 06561863	Cleaning Supplies Coffee	16.93 27.54
US BANK 1-4230-3200 OPERATING SUPPLIS ATKINSONS' MARKET ATKINSONS' MARKET BUSINESS AS USUAL INC. COPY & PRINT, L.L.C.	9939-052522 ES FIRE 04205952 06561863 158846	Cleaning Supplies Coffee Clear Report Covers	16.93 27.54 13.75
US BANK 1-4230-3200 OPERATING SUPPLICATION OF MARKET ATKINSONS' MARKET BUSINESS AS USUAL INC. COPY & PRINT, L.L.C. GRAINGER, INC., W.W.	9939-052522 ES FIRE 04205952 06561863 158846 122655A	Cleaning Supplies Coffee Clear Report Covers Pens and Markers	16.93 27.54 13.75 17.62
US BANK 1-4230-3200 OPERATING SUPPLICATKINSONS' MARKET ATKINSONS' MARKET BUSINESS AS USUAL INC. COPY & PRINT, L.L.C. GRAINGER, INC., W.W. GRAINGER, INC., W.W.	9939-052522 ES FIRE 04205952 06561863 158846 122655A 9274896357	Cleaning Supplies Coffee Clear Report Covers Pens and Markers Safety Glasses Clear Lens Safety Glasses, Yellow/Green High Visibility Vest	16.93 27.54 13.75 17.62 72.00
US BANK 1-4230-3200 OPERATING SUPPLICATION OF MARKET ATKINSONS' MARKET BUSINESS AS USUAL INC. COPY & PRINT, L.L.C. GRAINGER, INC., W.W. GRAINGER, INC., W.W. PIPECO, INC.	9939-052522 ES FIRE 04205952 06561863 158846 122655A 9274896357 9275404870 S4581502.001	Cleaning Supplies Coffee Clear Report Covers Pens and Markers Safety Glasses Clear Lens Safety Glasses, Yellow/Green High Visibility Vest Teflon Tape, Galv Nipples, Hex Brush	16.93 27.54 13.75 17.62 72.00 281.20
US BANK 01-4230-3200 OPERATING SUPPLID ATKINSONS' MARKET ATKINSONS' MARKET BUSINESS AS USUAL INC. COPY & PRINT, L.L.C. GRAINGER, INC., W.W. GRAINGER, INC., W.W. PIPECO, INC. US BANK	9939-052522 ES FIRE 04205952 06561863 158846 122655A 9274896357 9275404870 S4581502.001 4977 052522	Cleaning Supplies Coffee Clear Report Covers Pens and Markers Safety Glasses Clear Lens Safety Glasses, Yellow/Green High Visibility Vest Teflon Tape, Galv Nipples, Hex Brush Evite, Crystal Award	16.93 27.54 13.75 17.62 72.00 281.20 5.11
O1-4230-3200 OPERATING SUPPLICATKINSONS' MARKET ATKINSONS' MARKET BUSINESS AS USUAL INC. COPY & PRINT, L.L.C. GRAINGER, INC., W.W. GRAINGER, INC., W.W. PIPECO, INC.	9939-052522 ES FIRE 04205952 06561863 158846 122655A 9274896357 9275404870 S4581502.001	Cleaning Supplies Coffee Clear Report Covers Pens and Markers Safety Glasses Clear Lens Safety Glasses, Yellow/Green High Visibility Vest Teflon Tape, Galv Nipples, Hex Brush	16.93 27.54 13.75 17.62 72.00 281.20 5.11 249.95

Vendor Name	Invoice Number	Description	Net Invoice Amount
US BANK	9939-052522	BBQ	499.50
MUNICIPAL EMERGENCY SERIC	IN1712906	Carbon Tac Boot, Womens Pants	255.74
01-4230-3210 OPERATING SUPPLII	ES EMS		
ATKINSONS' MARKET	04205952	Cleaning Supplies	16.92
ATKINSONS' MARKET	06561863	Coffee	27.54
BOUNDTREE MEDICAL	84536531	Medical Supplies	207.50
BOUNDTREE MEDICAL	84543698	Medical Supplies	135.90
COPY & PRINT, L.L.C.	122655A	Pens and Markers	17.61
NORCO	35045903	54794 053122	31.49
NORCO	35057263	52355 053122	62.31
NORCO	35058358	54794 053122	188.37
LINDE GAS & EQUIPMENT INC.	10505224	Cylinder Rental	60.97
US BANK	4977 052522	GoToMeeting	9.50
US BANK	9939-052522	Vacuum Return	174.99-
US BANK	9939-052522	BBQ	499.50
HENRY SCHEIN	20358470	Drugs	46.06
HENRY SCHEIN	20359863	Drugs	127.35
HENRY SCHEIN	20572249	Medical Supplies	34.20
HENRY SCHEIN	21034951	Drugs	248.66
HENRY SCHEIN	21034951	Medical Supplies	145.00
HENRY SCHEIN	21132665	Medical Supplies	135.37
HENRY SCHEIN	21135661	Drugs	288.45
CARING MED	43269	Sharp's Container	122.16
01-4230-3500 MOTOR FUELS & LU	BRICANTS FIRE		
UNITED OIL	995027	37267 053122	455.24
UNITED OIL	995187	39060 053122	397.21
01-4230-3510 MOTOR FUELS & LU	BRICANTS EMS		
UNITED OIL	995027	37267 053122	229.16
01-4230-4200 PROFESSIONAL SER	VICES FIRE		
KETCHUM COMPUTERS, INC.	18913	MAY 22 FIRE & RESCUE	580.00
01-4230-4910 TRAINING EMS			
IDAHO DEPT. OF HEALTH & WEL	5363	ALS License - Sean Dumke	35.00
US BANK	4977 052522	ACLS Recert - Tory Frank, Kjirsten Brevik	302.00
0.5 2.11.11	.577 002022	1025 100010 Toly Timin, Lynolen Stevin	502.00
01-4230-4920 TRAINING-FACILITY	7		
CLEAR CREEK DISPOSAL	0001532298	219 Lewis Street - 1848	117.52
01-4230-5100 TELEPHONE & COM	MUNICATION F	IRE	
MTE COMMUNICATIONS	056983 060122	056983 060122	15.13
VERIZON WIRELESS	9907273759	842054354 052322	287.69
COX BUSINESS	049446101 052	049446101 052922	122.68
CENTRALSQUARE	355224	CAD Emergency Reporting Interface	433.20
AT&T MOBILITY LLC	287307161044	Firstnet/AT&T Monthly Bill	268.96
01-4230-5110 TELEPHONE & COM	MUNICATION E	MS	
MTE COMMUNICATIONS	056983 060122	056983 060122	15.12
VERIZON WIRELESS	9907273759	842054354 052322	287.68
COX BUSINESS	049446101 052		122.68
CENTRALSQUARE	355224	CAD Emergency Reporting Interface	433.20
AT&T MOBILITY LLC	287307161044	Firstnet/AT&T Monthly Bill	268.95
01-4230-5200 UTILITIES			
CITY OF KETCHUM	MAY 2022	2307	139.96

		Report dates. 3/23/2022-0/3/2022	Juli 07, 2022 02.071 W
Vendor Name	Invoice Number	Description	Net Invoice Amount
CLEAR CREEK DISPOSAL	0001532438	107 Saddle Rd - 2313	276.62
IDAHO POWER	2226144497 05	2226144497 052522	1,520.62
INTERMOUNTAIN GAS	26223127833 0	26223127833 042522 - 107 Saddle Rd	189.68
SENTINEL FIRE & SECURITY, IN	77160	6705- 107 Saddle Rd	104.85
01-4230-6000 REPAIR & MAINT-AU	TO EQUIP FIRE		
A.C. HOUSTON LUMBER CO.	2205-926858	Lumber Crayon Yellow, Dremel Tip	18.37
A.C. HOUSTON LUMBER CO.	2205-926881	Spray Paint Black	11.98
A.C. HOUSTON LUMBER CO.	2205-928166	Black Spray Paint	23.96
A.C. HOUSTON LUMBER CO.	2206-931008	Fasteners	3.00
A.C. HOUSTON LUMBER CO.	2206-932242	Y-Conn Shut-Off Valve Brass, 12 oz Great Stuff Fireblock	42.97
A.C. HOUSTON LUMBER CO.	2206-932791	Dremel 402 Mandrel	6.78
ALSCO - AMERICAN LINEN DIVI	LBOI1987015	5109 050922	13.02
ALSCO - AMERICAN LINEN DIVI	LBOI1990628	5109 052322	13.02
RIVER RUN AUTO PARTS	6538-178162	Oil for C-11	69.95
RIVER RUN AUTO PARTS	6538-178231	Wiper Blade - Mini, Diesel Exhaust Fluid	30.95
RIVER RUN AUTO PARTS US BANK	6538-178564 2022 052522	14 ga. Wire, connections for E101 TOGGLE LATCH AD CABINET HINGE	16.63 65.88
OS BANK	2022 032322	TOGGLE LATCH AD CABINET HINGE	03.86
01-4230-6010 REPAIR & MAINT-AU	-	5100.050022	12.01
ALSCO - AMERICAN LINEN DIVI		5109 050922 5100 052222	13.01
ALSCO - AMERICAN LINEN DIVI RIVER RUN AUTO PARTS	LBOI1990628 6538-178441	5109 052322 Oil for Amb 22	13.01 85.19
RIVER RUN AUTO PARTS	0336-176441	Oil for Aino 22	83.19
01-4230-6100 REPAIR & MAINTM			20620
CURTIS TOOLS FOR HEROES	INV600060	Stock Service Kits Bags (Air Test)	296.20
01-4230-6900 OTHER PURCHASED	SERVICES FIRE		
ESO SOLUTIONS INC.	ESO-81455	Emergency Reporting Invoice (Now owned by ESO) for 2022	402.08
01-4230-6910 OTHER PURCHASED	SERVICES EMS		
ESO SOLUTIONS INC.	ESO-81455	Emergency Reporting Invoice (Now owned by ESO) for 2022	402.08
01-4230-8811 TRANSF TO FIRE/RES	SC CAP. FUND		
ZIONS BANCORPORATION	0001010000330	Fire Aerial Tower Truck Lease Contract 20366	58,429.64
Total FIRE & RESCUE:			72,484.79
STREET			
01-4310-2505 HEALTH REIMBURSI	EMENT ACCT(H	RA)	
NBS-NATIONAL BENEFIT SERVI	CP318090	Claims Paid 2022: HRA	1,495.77
01-4310-2515 VISION REIMBURSEN	MENT ACCT(HR	A)	
NBS-NATIONAL BENEFIT SERVI	855530	FSA & HRA Plan Administration Fees May 2022	37.77
NBS-NATIONAL BENEFIT SERVI	CP318090	Claims Paid 2022: Vision	384.95
01-4310-3200 OPERATING SUPPLIE	ES		
A.C. HOUSTON LUMBER CO.	2205-924107	HRDWR CLOTH	15.19
CHATEAU DRUG CENTER	2543734	SUNSCREEN	65.50
US BANK	2022 052522	WORK SHIRTS	24.18
01-4310-3400 MINOR EQUIPMENT			
GRAINGER, INC., W.W.	9311677976	Concrete Saw Belts	44.56
NAPA AUTO PARTS	103770	SUPER HC IND V-BELT	65.46
01-4310-3500 MOTOR FUELS & LUI	BRICANTS		
UNITED OIL	995029	37269 053122	819.89

Vendor Name	Invoice Number	Description	Net Invoice Amount
01-4310-4200 PROFESSIONAL SERV	/ICFS		
KETCHUM COMPUTERS, INC.	18913	MAY 22 STREETS	217.50
AWSI	526972	Annual Renewal Fee for FMCSA Consortium Membership	200.00
111101	320772	Annual renewal rec for tweeth constituin memorising	200.00
01-4310-4900 PERSONNEL TRAININ			204.00
US BANK	2022 052522	RIVERSIDE HOTEL D	294.00
01-4310-5200 UTILITIES			
CITY OF KETCHUM	MAY 2022	9999	95.21
CITY OF KETCHUM	MAY 2022	9993	95.05
INTERMOUNTAIN GAS	32649330001 0	911 WARM SPRINGS	92.52
INTERMOUNTAIN GAS	32649330001 0	200 E 10TH ST	299.80
INTERMOUNTAIN GAS	49439330009 0	260 E 10TH ST	45.87
01-4310-6000 REPAIR & MAINTAU	TOMOTIVE EQ	U	
US BANK	2022 052522	TAIL LIGHT LENS	74.80
01-4310-6100 REPAIR & MAINTMA	ACHINERY & EQ)	
A.C. HOUSTON LUMBER CO.	2205-925864	SPRAY SOCK	2.99
K & T STEEL CORP.	0019419-IN	C 5x6.7x40	32.34
LACAL EQUIPMENT, INC.	0366021-IN	SPLICE KIT PELICAN CONVEYOR BELT RUBBER DIRT RUNNER	2,790.82
NAPA AUTO PARTS	103763	OILFIL	4.49
NAPA AUTO PARTS	103951	ADAP PLG & COUPLER	59.72
NAPA AUTO PARTS	104533	OIL FIL	14.47
NAPA AUTO PARTS	105393	SHIFT TUBE	49.29
NAPA AUTO PARTS	105545	HEAD LAMP KNOB	16.74
NAPA AUTO PARTS	105895	SERPENTINE BELT	42.99
NAPA AUTO PARTS	105902	TENSIONER - HEAVY DUTY	92.64
NAPA AUTO PARTS	106110	COAX STD	11.58
US BANK	2022 052522	LETTERS FOR TK BEDS	32.85
WESTERN STATES CAT	IN002026337	EDGE	1,895.94
WESTERN STATES CAT	IN002032624	Edge	421.32
WESTERN STATES CAT	IN002032629	Cutting Edge	3,684.90
WESTERN STATES CAT	IN002039001	Edge	1,895.94
SEMI SERVICE	W2-11513	TARP ARMS & CUSHION STRIPS FOR DUMP TRUCKS	4,600.00
01-4310-6910 OTHER PURCHASED	SERVICES		
ALSCO - AMERICAN LINEN DIVI	LBOI1992032	VARIOUS SUPPLIES (MATS, MOPS, TOWELS, ETC) 2021-2022 CONTRACT	38.87
ALSCO - AMERICAN LINEN DIVI	LBOI1993849	VARIOUS SUPPLIES (MATS, MOPS, TOWELS, ETC) 2021-2022 CONTRACT	38.87
CINTAS	5109720040	First Aid Supplies	97.65
CLEAR CREEK DISPOSAL	0001531992	200 10TH ST E	134.88
NORCO	35057343	53271 053122	246.45
TREASURE VALLEY COFFEE INC	2160:08237445	COFFEE	111.49
01-4310-6920 SIGNS & SIGNALIZAT	TION		
ECONO SIGNS LLC	10-975245	CUSTOM SIGN	68.75
01-4310-6930 STREET LIGHTING			
IDAHO POWER	2201013857 05	2201013857	45.40
IDAHO POWER	2201073637 05	2201272487	144.52
IDAHO POWER		2203538992	53.71
IDAHO POWER	2203855230 05	2203855230	121.12
IDAHO POWER	2204535385 05	2204535385 052522	18.04
IDAHO POWER	2206773224 05	2206773224	25.98
	2207487501 05		15.28

City of Ketchum	Payment Approval Report - by GL Council	Page: 10
	Report dates: 5/23/2022-6/9/2022	Jun 09, 2022 02:07PM

		Report dates: 5/23/2022-6/9/2022	Jun 09, 2022 02:07PM
Vendor Name	Invoice Number	Description	Net Invoice Amount
Total STREET:			21,178.05
RECREATION			
01-4510-2505 HEALTH REIMBURS	EMENT ACCT(H	RA)	
NBS-NATIONAL BENEFIT SERVI	CP318090	Claims Paid 2022: HRA	224.01
01-4510-2515 VISION REIMBURSE	,		
NBS-NATIONAL BENEFIT SERVI	855530	FSA & HRA Plan Administration Fees May 2022	16.25
01-4510-3250 RECREATION SUPPL			
A.C. HOUSTON LUMBER CO.	2205-924572	2X8 & TIMER HEX SCREW	59.94
A.C. HOUSTON LUMBER CO.	2205-924574	SPRAY PRIMER	5.99
A.C. HOUSTON LUMBER CO.	2205-926674	SCREWS	31.48
A.C. HOUSTON LUMBER CO.	2205-927584	50# REGULAR LIME FLAT WASHERS	12.01 1.40
A.C. HOUSTON LUMBER CO.	2206-930073	Hammer, Sanding Sponge & Nail Roofing	87.20
A.C. HOUSTON LUMBER CO.	2206-930826	HAMMER & NAILS	87.20 46.98
A.C. HOUSTON LUMBER CO. BUSINESS AS USUAL INC.	2206-932387 158844	BEE SKETCH & RUBBER ERASER	32.70
CHATEAU DRUG CENTER	2544811	MECHANICAL PENCILS & PENCIL SET	19.92
STURTEVANT'S	1-70572	Tire Tubes & Levers	33.43
US BANK	7926 052522	COMPOSTER	949.00
US BANK	9939-052522	Items pruchased by the Rec Dept but put on Fire Dept Credit Card	16.99
WEBB LANDSCAPING	K-IN-168681	BLOOM WATERING CAN	29.98
WEBB LANDSCAPING	K-IN-168843	COMPOST TOP SOIL & POTATO STARTS	45.14
WEBB LANDSCAPING	K-IN-168859	TOMATO & VEGETABLE	23.98
WEBB LANDSCAPING	K-IN-169464	Watch Me Grow Garden	46.08
S & S WORLDWIDE	IN100993489	MISC REC ACTIVITIES	421.72
WINN'S COMPOST	052422	GREEN WASTE	4.80
01-4510-3280 YOUTH GOLF			
US BANK	7926 052522	GOLF BALLS	254.39
01-4510-3300 RESALE ITEMS-CON	CESSION SUPPL	Y	
ATKINSONS' MARKET	0505534000	Groceries	65.41
ATKINSONS' MARKET	0909562930	Groceries	6.46-
01-4510-3500 MOTOR FUELS & LU	BRICANTS		
UNITED OIL	995028	37268 053122	130.54
01-4510-4200 PROFESSIONAL SER	VICE		
KETCHUM COMPUTERS, INC.	18913	MAY 22 PARKS	261.00
SENTINEL FIRE & SECURITY, IN	76581	AES FIRE ALARM MONITORING ATKINSON PARK BUILDING	104.85
BACKGROUND INVESTATION B	CIT025060122-	Background Checks	95.80
01-4510-4410 ADVERTISING & PUI	BLICATIONS		
EXPRESS PUBLISHING, INC.	10002196 0430	10002196 043022	461.36
01-4510-5200 UTILITIES			
IDAHO POWER	2206452274 05	2206452274 052122	326.54
INTERMOUNTAIN GAS	31904030009 0	ATKINSON PARK	84.43
Total RECREATION:			3,886.86
Total GENERAL FUND:			353,617.30

City of Ketchum		Payment Approval Report - by GL Council Report dates: 5/23/2022-6/9/2022	Page: 11 Jun 09, 2022 02:07PM
Vendor Name	Invoice Number	Description	Net Invoice Amount
WAGON DAYS FUND WAGON DAYS EXPENDITURES			
02-4530-4200 PROFESSIONAL SER SUN VALLEY EVENTS	VICES 1005	WAGON DAYS CONTRACT INSTALLMENT-JUNE	4,062.50
Total WAGON DAYS EXPENDIT	TURES:		4,062.50
Total WAGON DAYS FUND:			4,062.50
GENERAL CAPITAL IMPROVEME GENERAL CIP EXPENDITURES	NT FD		
03-4193-7100 SUN VALLEY RD MIL	L & OVERLAY		
COPY CENTER LLC	2157	Warm Springs Road Postcards & Prints	273.62
COPY CENTER LLC	2175	Warm Springs Road Information	928.00
COPY CENTER LLC	2193	POSTER PRINTS & INFO CARDS	625.00
EXPRESS PUBLISHING, INC.	10002196 0430	10002196 043022	2,298.56
CITY OF SUN VALLEY	2022-1	SUN VALLEY RD RECONSTRUCTION (JACOBS)	11,164.14
CITY OF SUN VALLEY	2022-2	SUN VALLEY RD RECONSTRUCTION (JACOBS)	2,710.00
US BANK	6235 052522	SANDWICH BOARD	331.00
US BANK	6235 052522	SANDWICH BOARD	662.00
S & C ASSOCIATES LLC	2394-2425 (AP	2400	1,121.00
03-4193-7200 TECHNOLOGY UPGF	RADES		
KETCHUM COMPUTERS, INC. US BANK	18913 1556 052522	NEW WORKSTATIONS SETUP UBIQUITI	11,775.00 658.98
		овіденн	
Total GENERAL CIP EXPENDIT			32,547.30
FACILITY MAINT CIP EXPENDITU	JRE		
03-4194-7140 FOREST SRV PARK S SICO	TAGE KA 3027019	1800 SINGLE HEIGHT BLK TUFFDECK STAGE & SHIPPING	5,590.20
Total FACILITY MAINT CIP EX			5,590.20
			3,390.20
FIRE & RESCUE CIP EXPENDITUE	RES		
03-4230-7100 UTILITY/PICK-UP TR US BANK	RUCK 9939-052522	Hi-Lift Jack cover (returned), Mount Tube, Handle	120.16
03-4230-7115 FIREFIGHTIN EQ (TC	OOLS)		
IDAHO DEPARTMENT OF LANDS	,	Firefighting Equipment	4,006.06
IDAHO DEPARTMENT OF LANDS	320-8677-CDK		3,149.71
03-4230-7130 PPE (TURNOUT GEA			
US BANK CURTIS TOOLS FOR HEROES	9939-052522 INV600662	Hi-Lift Extrication Tool and return of the cover Turnout Jackets	284.75 5,985.00
Total FIRE & RESCUE CIP EXPI	ENDITURES:		13,545.68
Total GENERAL CAPITAL IMPR	OVEMENT FD:		51,683.18
ORIGINAL LOT FUND ORIGINAL LOT TAX			

Vendor Name	Invoice Number	Description	Net Invoice Amount
22-4910-6040 SUN VALLEY MARKE	TING ALLIANC	E	
VISIT SUN VALLEY	82	Monthly Payment per contract	20,833.33
22-4910-6060 EVENTS/PROMOTION	NS		
COPY CENTER LLC	2157	Ketchum Alive Postcards	31.20
COPY CENTER LLC	2193	POSTER PRINTS	180.00
US BANK	6235 052522	HAILEY COFFEE	95.04
US BANK	6235 052522	STICKERS	313.98
WINDYCITY ARTS, INC.	INVH-1123	STREET BANNER AND WINDOW PERF	6,857.10
MOSS, MARIA	060822	Performance at Summer Solstice	500.00
HATTON, SEAN	060822	PERFORMANCE FOR SUMMER SOLSTICE	5,000.00
POWELL BROTHERS PRODUCTI	060822	PERFORMANCE FOR SUMMER SOLSTICE	5,500.00
EDGE EVENT PRODUCTIONS	060822	SOUND, STAGE & LIGHTING EQUIPMENT FOR SUMMER SOLSTICE	8,788.00
TAUTKUS, JAMES	06082022	PERFORMANCE AT SUMMER SOLSTICE	1,000.00
TREASURE VALLEY PHOTO BOO	001068	6 HOUR PHOTOBOOTH RENTAL FOR SUMMER SOLSTICE	1,850.00
22-4910-6070 SVED			
SUN VALLEY ECONOMIC DEVEL	1347	Q2 2022	2,250.00
Total ORIGINAL LOT TAX:			53,198.65
Total ORIGINAL LOT FUND:			53,198.65
ADDITIONAL1%-LOT FUND ADDITIONAL 1%-LOT			
25-4910-4220 SUN VALLEY AIR SEF	RVICE BOARD		
SUN VALLEY AIR SERVICE BOA	060122	MARCH MOS 2022	185,012.61
Total ADDITIONAL 1%-LOT:			185,012.61
Total ADDITIONAL1%-LOT FUN	ND:		185,012.61
FIRE CONSTRUCTION FUND FIRE FUND EXP/TRNFRS			
42-4800-7450 EQUIPMENT			
PNW EMERGENCY EQUIPMENT	14827	Hose Reel and Parts	2,367.05
STRYKER MEDICAL	3773552 M	MEDICAL EQUIPMENT	1,238.20
STRYKER MEDICAL	3775385 M	MEDICAL EQUIPMENT	29,988.73
42-4800-7800 CONSTRUCTION SYRINGA NETWORKS, LLC	060822	107 Saddle Rd 50Mb Internet / 30 IP Block	6,191.00
Total FIRE FUND EXP/TRNFRS:			39,784.98
Total FIRE CONSTRUCTION FU	ND:		39,784.98
STRATEGIC INITIATIVE FUND	_		
STRATEGIC INITIATIVE EXPENSE	<u> </u>		
54-4410-4200 PROFESSIONAL SERV		COMMUNITY HOUSING CONSULTING	
CONNELLY, CARISSA	8	COMMUNITY HOUSING CONSULTING	5,866.25
COPY CENTER LLC	2157	Housing Matters Postcards	607.50
COPY CENTER LLC	2165	Lot for Housing Projects	4,846.26
COPY CENTER LLC	2175	Lot for Housing Brochure 10002196 043022	178.00 647.04
EXPRESS PUBLISHING, INC.	10002196 0430	10002170 043022	047.04

Vendor Name	Invoice Number	Description	Net Invoice Amount
PERRY'S	C3	Sandwiches Cookies & Muffins	138.20
PERRY'S	C47	Sandwiches Fruit Salad Cookies	105.35
US BANK	6235 052522	USPS PO	232.00
AGNEW BECK CONSULTING INC	10439	Consulting Housing	14,390.44
COOPER MORTON	060622	AERIAL PHOTO CAPTURE	1,000.00
Total STRATEGIC INITIATIVE E	XPENSE:		28,011.04
Total STRATEGIC INITIATIVE F	UND:		28,011.04
WATER FUND WATER EXPENDITURES			
63-4340-2515 VISION REIMBURSEN	MENT ACCT(HR	A)	
NBS-NATIONAL BENEFIT SERVI	855530	FSA & HRA Plan Administration Fees May 2022	16.50
63-4340-3200 OPERATING SUPPLIE			
ALSCO - AMERICAN LINEN DIVI	LBOI1990197	VARIOUS SUPPLIES (MATS, MOPS, TOWELS, ETC) 2021-2022 CONTRACT	28.42
ALSCO - AMERICAN LINEN DIVI	LBOI1990199	VARIOUS SUPPLIES (MATS, MOPS, TOWELS, ETC) 2021-2022 CONTRACT	56.43
ALSCO - AMERICAN LINEN DIVI	LBOI1993854	VARIOUS SUPPLIES (MATS, MOPS, TOWELS, ETC) 2021-2022 CONTRACT	28.41
ALSCO - AMERICAN LINEN DIVI	LBOI1993856	VARIOUS SUPPLIES (MATS, MOPS, TOWELS, ETC) 2021-2022 CONTRACT	56.43
D & B SUPPLY INC.	83772	RELAXED DUSTY RD & CINCH WHITE LABEL	169.89
TREASURE VALLEY COFFEE INC	2160:08203216	SPORT SQWN STK FRT PCH 50 CT	28.01
USA BLUEBOOK	985362	LENS CLEANING WIPES & HACH DPD	548.86
63-4340-3250 LABORATORY/ANAL MAGIC VALLEY LABS, INC.	YSIS 23809	Drinking Water Bacteria	235.00
	DDICA NEC		
63-4340-3500 MOTOR FUELS & LUI UNITED OIL	995031	37271 053122	707.41
63-4340-3800 CHEMICALS			
GEM STATE WELDERS SUPPLY,I	E268536	SODIUM HYPOCHLORIC	492.48
63-4340-4200 PROFESSIONAL SERV	VICES		
DIG LINE	68309-IN	0000167 053122	117.81
IDAHO RURAL WATER ASSOCIA	21192	Dues- System 1001-9999 7/1/21-6/30/23	570.00
KETCHUM COMPUTERS, INC.	18913	MAY 22 WATER	239.25
SAWTOOTH PLUMBING & HEATI	36182	Labor & Glycol	171.59
AWSI WOOD RIVER RESOURCE CONS	526972	Annual Renewal Fee for FMCSA Consortium Membership	47.50
CUMMINS INC.	052022 39-58688	BIG WOOD RIVER GWMA MANAGEMENT PLAN BIG WOOD WELL B/U GENERATOR UPDATES & REPAIR	31,373.60 6,082.91
OPAL ENGINEERING, PLLC	73	Sun Valley Rd Water Main Relocation	1,452.50
63-4340-5100 TELEPHONE & COM	MUNICATIONS		
VERIZON WIRELESS	9906440162	365516521-00001	123.21
63-4340-5200 UTILITIES	22.02.17.22.1	2222 472222 07222	
IDAHO POWER	2202458903 05	2202458903 052022	563.01
IDAHO POWER	220368592 052	220368592 052622	5,260.62
IDAHO POWER INTERMOUNTAIN GAS	2206786259 05 32649330001 0	2206786259 052022 110 RIVER RANCH RD A	36.15 28.22
63-4340-6100 REPAIR & MAINT-MA FERGUSON ENTERPRISES, LLC	0820989	6 REP CLMP	291.83
,_20			_,00

Vendor Name	Invoice Number	Description	Net Invoice Amount
SHERWIN-WILLIAMS CO.	6884-0	PAINT	239.90
SHERWIN-WILLIAMS CO.	6977-2	Paint	20.87
SHERWIN-WILLIAMS CO.	8689-4	Paint Thinner	15.55
63-4340-6910 OTHER PURCHASED	SERVICES		
GO-FER-IT	112179	292 053122	23.10
Total WATER EXPENDITURES:			49,025.46
WATER DEBT SERVICE EXPENDIT	RES		
63-4800-4200 PROF.SERVICES-PAYI	ING AGENT		
ZIONS BANK	3872588B-8	Revenue Bond Series 2015B - Admin Fee	450.00
Total WATER DEBT SERVICE EX	KPENDITRES:		450.00
Total WATER FUND:			49,475.46
WATER CAPITAL IMPROVEMENT WATER CIP EXPENDITURES	FUND		
64-4340-7650 WATER METERS			
FERGUSON ENTERPRISES, LLC	0821163	NEW WATER METERS AND METER VAULTS	12,745.53
Total WATER CIP EXPENDITUR	ES:		12,745.53
Total WATER CAPITAL IMPROV	EMENT FUND:		12,745.53
WASTEWATER FUND WASTEWATER EXPENDITURES			
65-4350-2505 HEALTH REIMBURSE	,		1 2/0 27
NBS-NATIONAL BENEFIT SERVI	CP318090	Claims Paid 2022: HRA	1,360.27
65-4350-2515 VISION REIMBURSEN	,		20.20
NBS-NATIONAL BENEFIT SERVI	855530	FSA & HRA Plan Administration Fees May 2022	39.20
65-4350-3100 OFFICE SUPPLIES & I		DROOM & TARE	19.02
CHATEAU DRUG CENTER	2542734	BROOM & TAPE	18.02
65-4350-3200 OPERATING SUPPLIE		VA DVOVIG GUIDDU IEG (LAATG MODG TOWEL G ETG) 2021 2022	20.07
ALSCO - AMERICAN LINEN DIVI	LBO11990192	VARIOUS SUPPLIES (MATS, MOPS, TOWELS, ETC) 2021-2022 CONTRACT	38.87
ALSCO - AMERICAN LINEN DIVI	LBOI1990197	VARIOUS SUPPLIES (MATS, MOPS, TOWELS, ETC) 2021-2022 CONTRACT	28.41
ALSCO - AMERICAN LINEN DIVI	LBOI1990198	VARIOUS SUPPLIES (MATS, MOPS, TOWELS, ETC) 2021-2022 CONTRACT	126.36
ALSCO - AMERICAN LINEN DIVI	LBOI1993854	VARIOUS SUPPLIES (MATS, MOPS, TOWELS, ETC) 2021-2022 CONTRACT	28.42
ALSCO - AMERICAN LINEN DIVI	LBOI1993855	VARIOUS SUPPLIES (MATS, MOPS, TOWELS, ETC) 2021-2022 CONTRACT	126.36
ATKINSONS' MARKET	05537443	Distilled Water	17.16
ATKINSONS' MARKET	08476011	Tea	14.40
D & B SUPPLY INC.	81938	WORK CLOTHES	102.97
D & B SUPPLY INC.	84876	CARPENTER & CARGO SHORTS	67.97
GEM STATE PAPER & SUPPLY	1074181	Hand soap and towels	45.94
GEM STATE WELDERS SUPPLY,I	E268383	OXYGEN COMPRESSED	39.90
McMASTER-CARR SUPPLY CO.	78710845	Pipe & Tube Fittings	62.95
MOSS GARDEN CENTER	200582	PENNINGTON UG WEED & BEST TURF SUPREME	176.74
Some Division	_0000 _	The second of the second secon	170.77

Vendor Name	Invoice Number	Description	Net Invoice Amount
PIPECO, INC.	S4524702.001	ATLAS LINED GLOVE	5.00
PIPECO, INC.	S4580137.001	TAN WIRE CONNECTOR	7.64
PLATT ELECTRIC SUPPLY	1Z33013	SAT S6918	29.19
UPS STORE #2444	MM7F5KMW	Shipping-Water Samples	14.58
UPS STORE #2444	MMN7FR53M	Shipping-Water Samples	14.58
UPS STORE #2444	MMN7FR5CF	Shipping-Water Samples	14.58
US BANK	9642 052522	INDUSTRIAL GLOVES	316.00
US BANK	9642 052522	DULUTH TRADING - CARPENTER PANTS	55.87
US BANK	9642 052522	SCOTCH HEAVY DUTY PACKING TAPE	22.97
US BANK	9939-052522	Items Purchased for the Water Dept but put on Fire Dept Credit Card	14.85
65-4350-3500 MOTOR FUELS & LU			
RIVER RUN AUTO PARTS	6538-177980	CONV OIL	5.99
UNITED OIL	992807	37270 043022	315.62
UNITED OIL	995030	37270 053122	264.17
65-4350-3800 CHEMICALS			
CHEMTRADE CHEMICALS US LL		Hyper+Ion	4,956.00
USA BLUEBOOK	982000	SENSOR BOTTLE WM SQUARE HACH SAMPLE AND SURCHARGE	566.20
65-4350-4200 PROFESSIONAL SER			
ANALYTICAL LABORATORIES, I	90890	Chemicals and shipping	1,077.62
KETCHUM COMPUTERS, INC.	18913	MAY 22 WASTEWATER	384.25
AWSI	526972	Annual Renewal Fee for FMCSA Consortium Membership	47.50
65-4350-4900 PERSONNEL TRAINI			
IDAHO RURAL WATER ASSOCIA	E14720-694138	PROJECT ONCSTRUCTION PROCESS TRAINING	120.00
65-4350-5100 TELEPHONE & COM		20072(0042,402) 04422	(1.50
CENTURY LINK	2087268953 40	2087268953 402B 051322	61.58
VERIZON WIRELESS	9906291806	965494438-00001	66.12
65-4350-5200 UTILITIES			
IDAHO POWER	2202703357 05	2202703357 052022	92.98
IDAHO POWER	2206786259 05	2206786259 052022	36.16
INTERMOUNTAIN GAS	32649330001 0	110 RIVER RANCH RD C	73.86
INTERMOUNTAIN GAS	32649330001 0	110 RIVER RANCH RD GRIT BLDG	68.26
INTERMOUNTAIN GAS	32649330001 0	110 RIVER RANCHRD SLUDGE LOADING BLDG	12.27
INTERMOUNTAIN GAS	32649330001 0	110 RIVER RANCH RD A	28.22
INTERMOUNTAIN GAS	58208688554 0	110 RIVER RANCH RD	9.79
65-4350-6000 REPAIR & MAINT-AU	-		200.10
RIVER RUN AUTO PARTS	6538-178471	Service Ford Explorer	298.10
65-4350-6100 REPAIR & MAINT-MA	_	HOSE SLAMB	2.70
A.C. HOUSTON LUMBER CO.	2205-925332	HOSE CLAMP	2.78
AQUA-AEROBIC SYSTEMS, INC.	1032923 V1	OPTIFIBER, NOZZLES, PARTS	21,127.95
AQUA-AEROBIC SYSTEMS, INC.	1032923 V2	Shipping for PO 22075	813.00
LUTZ RENTALS	131173-1	TAMPER RAM	54.00
PIPECO, INC.	S4584096.001	NOZZLE RAINBIRDS POLY PIPE AND PRO TURF	162.62
PIPECO, INC.	S4589345.001	INSERT TEE & SPRAY HEAD	21.75
PIPECO, INC.	S4605958.001	SPRINKLER PARTS	12.02
PLATT ELECTRIC SUPPLY	1Z39417	APP ST-100 1 IN LFMC CONN	23.58
US BANK	9642 052522	CAHIN LINK WIRE TIES	32.58
US BANK	9642 052522	HONDA SEAL	76.72
USA BLUEBOOK	985375	ANEROID BELLOW	129.82
USA BLUEBOOK DA P A MOLINIT SUDDI V COMPANY	988242	QUICKPRO HEAD SERVICE KIT	143.81
PARAMOUNT SUPPLY COMPANY	520862	EF8221G7 ASCO 120/60	763.81

City of Ketchum	Payment Approval Report - by GL Council	Page: 16
	Report dates: 5/23/2022-6/9/2022	Jun 09, 2022 02:07PM

		Report dates: 5/23/2022-6/9/2022	Jun 09, 2022 02:07PN
Vendor Name	Invoice Number	Description	Net Invoice Amount
65-4350-6900 COLLECTION SYSTE	CM SERVICES/CI	HA.	
A.C. HOUSTON LUMBER CO.	2206-929954	Splitting Maul	49.99
CHATEAU DRUG CENTER	2544666	LIGHTNING CABLE & PC	33.72
DIG LINE	68309-IN	0000167 053122	117.81
FERGUSON ENTERPRISES, LLC	0819797	PVC PIPE	189.00
UNITED OIL	992807	37270 043022	355.58
UNITED OIL	995030	37270 053122	180.82
VERIZON WIRELESS	9906291806	965494438-00001	41.60
Total WASTEWATER EXPENDI	ΓURES:		35,606.85
WASTEWATER DEBT SERVICE EX	(P		
65-4800-4200 PROF.SERVICES-PAY			
ZIONS BANK	3872584C-8	Revenue bond Series 2014C - Admin Fee	450.00
Total WASTEWATER DEBT SER	RVICE EXP:		450.00
Total WASTEWATER FUND:			36,056.85
WASTEWATER CAPITAL IMPROV WASTEWATER CIP EXPENDITURI			
67-4350-7610 SEWER VAC TRUCK HI-VAC CORPORATION	330851	2022 Aquatech B10-1450 Rear Mounted Vacuum Truck w/ Accessories	448,507.00
67-4350-7800 CONSTRUCTION			
S & C ASSOCIATES LLC	2394-2425 (AP	2397	118.00
Total WASTEWATER CIP EXPE	NDITURES:		448,625.00
Total WASTEWATER CAPITAL	IMPROVE FND:		448,625.00
PARKS/REC DEV TRUST FUND PARKS/REC TRUST EXPENDITUR	ES		
93-4900-5910 WARM SPRINGS PRE	SR-RESTORATION	ON	
COPY & PRINT, L.L.C.	3590	SIGNS	225.64
COPY CENTER LLC	2157	Warm Springs Preserve Postcards	419.70
COPY CENTER LLC	2175	Thank You Donors Banner	208.00
US BANK	6235 052522	STICKERS	542.54
CLEARMINDGRAPHICS	5036	June 21st Party Panels Graphic Design	650.00
SPUR COMMUNITY FOUNDATIO	1594	Monthly fee for donation processing per Warm Springs Preserve Grant Agreement	5,000.00
93-4900-6200 PARK MEMORIAL BI			
MASON'S TROPHIES & GIFTS	98159	MEMORIAL PLAQUE	189.99
93-4900-7500 % FOR ARTS CITY H.		ART ON ATH	2 500 00
WARNOCK, DOUGLAS	060822	ART ON 4TH	2,500.00
Total PARKS/REC TRUST EXPE			9,735.87
Total PARKS/REC DEV TRUST	FUND:		9,735.87
DEVELOPMENT TRUST FUND			

City of Ketchum	• • • • • • • • • • • • • • • • • • • •	Payment Approval Report - by GL Council Report dates: 5/23/2022-6/9/2022	
Vendor Name	Invoice Number	Description	Net Invoice Amount
DEVELOPMENT TRUST EXP	ENDITURES		
94-4900-8000 PEG GATEWAY WHITE PETERSON		IOTEL DEVELOPMENT PROPOSAL	1,041.25
Total DEVELOPMENT TRUST EXPENDITURES:			1,041.25
Total DEVELOPMENT TR	UST FUND:		1,041.25
Grand Totals:		1,273,050.22	

Report Criteria:

Invoices with totals above \$0 included.

Paid and unpaid invoices included.

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

Invoice Detail.Voided = No,Yes



City of Ketchum

June 13, 2022

Mayor Bradshaw and City Councilors City of Ketchum Ketchum, Idaho

Mayor Bradshaw and City Councilors:

Recommendation to Approve Alcohol Beverage Licenses

Recommendation and Summary

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

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

The reasons for the recommendation are as follows:

- Ketchum Municipal Code Requires certain licenses to sell liquor, beer or wine.
- One application (Aroma) is for the period of June 13, 2022 August 31, 2022.
- The rest of the applications are for the period of September 1, 2022 August 31, 2023.
- Council approval is requested to complete the process of issuing such beer, wine and liquor licenses.

Introduction and History

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

Analysis

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

Financial Impact

• The City of Ketchum will realize revenue of \$4,206.85 from approval of these licenses in accordance with the current fee structure.

Company	Beer Consumed on Premises	Beer Not to be Consumed on	Wine Consumed on	Wine Not to be	<u>Liquor</u>	Total Amount of Fees Paid
	<u>on remises</u>	Premises	Premises	Consumed		<u>orrees raid</u>
		<u> </u>	<u> </u>	on Premises		
Aroma	Х		Х			\$66.85
Buxman		Х		Х		\$250.00
Enterprises DBA						
Village Market						
Grumpy's Inc	Х		Х			\$400.00
Bigwood Sports	Х		Х			\$400.00

Dunn Deal DBA	Х				Χ	\$760.00
Grill At Knob Hill						
Kith & Kin DBA The	X	X	Х	Х	Χ	\$810.00
Covey						
Sun Valley	Х				Х	\$760.00
Company DBA						
Warm Springs						
Lodge						
Sun Valley	Х				Х	\$760.00
Company DBA						
River Run Lodge						

Sincerely,

Shellie Gallagher

Treasurer

Attachments: Alcohol applications



City of Ketchum

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

Submit completed application by e-mail and fees by check or cash to the City Clerk Office, PO Box 2315, 191 W. 5th St, Ketchum, ID 83340. If renewing, you may pay online at xpressbillpay.com. For questions, please e-mail finance@ketchumidaho.org or call (208) 726-3841.

APPLICANT INFORMATION			
Applicant Name: Aroma LLC	Doing Business As: Aroma		
Physical Address where license will be displayed: 520	Second St E Ketchum, ID 83340		
Mailing Address: PO Box 6839 Ketchum			
Recorded Owner of Property: Cristina Cook			
Applicant Phone Number: 208-309-3180	Applicant Email: floresfaminc@icloud.com		
STATE LICENSE NO: 1781 (copy required)	COUNTY LICENSE NO: (copy required)		
Corporation: Partnership: Individual: If Applicant is a Partnership or Corporation, is the corporation authorized to do business in Idaho? Yes No	List names and addresses of corporation officers and/or partners:		
BEER LICENSE FEES			
X Draft or Bottled or Canned Beer to be consume	ed on premises \$200.00-		
Bottled or Canned Beer NOT to be consumed or	on premises \$ 50.00		
WINE LICENSE FEES			
X Wine, to be consumed on premises	-\$200.00		
Wine, NOT to be consumed on premises	\$200.00		
LIQUOR LICENSE FEES			
Liquor by the Drink (Note: Liquor fee includes w	wine) \$560.00		
Total Fees Due \$ UU.85			
ADDITIONAL INFORMATION			
partnership or any officer of the applying corporation be other state, or of the United States regulating, governing and has any one of them within the last three years for answer charges of any such violation? Yes No	ger or officer of the applicant been convicted of any felony within the		

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

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

P	Owner
Applicant Signature	Relation to Business
4/6/2022	
Date	
City Clerk or Deputy Signature	

OFFICIAL USE ONLY				
CITICIAL OSE SITE.				
Date Received: 4 1 12 License Fee Paid License No: 70456	<u> </u>			
Date Necelvoid.				
To the City Council, Ketchum, Idaho; The undersigned, a Corporation Partnership Individual, does hereby make application for a license to sell during the year of September 1, August 31,				
Approved by City of Ketchum Idaho by;				
Mayor				

Cycle Tracking Number: 133609

Idaho State Police

Premises Number: 5B-61 Retail Alcohol Beverage License

License Year: 2022

License Number: 1781

This is to certify, that Aroma LLC

doing business as: Aroma

is licensed to sell alcoholic beverages as stated below at:

520 2nd Street E, Ketchum, Blaine County

Acceptance of a license by a retailer shall constitute knowledge of and agreement to operate by and in accordance to the Alcohol Beverage Code, Title 23. Only the licensee herein specified shall use this license. County and city licenses are also required in order to operate.

Liquor	No	
Beer	Yes	<u>\$20.00</u>
Wine by the bottle	Yes	<u>\$20.00</u>
Wine by the glass	Yes	<u>\$20.00</u>
Kegs to go	No	
Growlers	No	
Restaurant	Yes	<u>\$0.00</u>
On-premises consumption	Yes	<u>\$0.00</u>
Multipurpose arena	No	
Plaza	No	

Signature of Licensee, Corporate Officer, LLC Member or Partner

AROMA LLC AROMA PO BOX 6839

KETCHUM, ID 83340

Mailing Address

License Valid:

05/13/2022 - 07/31/2022

Expires: 07/31/2022

XU WS

TOTAL FEE: \$60.00

Director of Idaho State Police

BLAINE COUNTY STATE OF IDAHO No. 68
*** Transferred ***
*** 05/24/2022 ***

RETAIL ALCOHOLIC BEVERAGE LICENSE

THIS IS TO CERTIFY THAT	CERTIFY THAT AROMA LLC			
doing business as	AROMA			
ot 52	520 2ND ST E, KETCHUM, ID 83340			
at				
dated: Beer: 12/16/1946 Retail Liquor: 06/27/1947	Retail Wine: 04/12/1947 Wine By Drink: 06/11/1973.			
Transfer Fee	60.00			
Draught Beer (includes bottled, canned and retail)	Signature of Licensee or Officer of Corporation			
Bottled or Canned Beer to be consumed on premises	This license is TRANSFERABLE and EXPIRES 07/31/2023.			
Bottled or Canned Beer not to be consumed on premises	Witness my hand and seal this 6th day of July, 2021.			
Retail Liquor-	Dil Jackey			
Retail Wine	Chairman			
Wine by the Drink	My Cony			
Special Wine (Sunday)	Commissioner			
TOTAL FEE:	60.00 Moderation			
Loslie London for Stephen Mc Doug Clerk of the Board of County Commissioners	Commissioner			



City of Ketchum

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

Submit completed application by e-mail and fees by check or cash to the City Clerk Office, PO Box 2315, 191 W. 5th St, Ketchum, ID 83340. If renewing, you may pay online at xpressbillpay.com. For questions, please e-mail or call (208) 726-3841.

APPLICANT INFORMATION					
Applicant Name: Buxman Enterprises, Ltd. Doing Business As: Village Market					
Physical Address where license will be displayed: 100 N. Main Ketchum, ID 83340					
Mailing Address: P. O. Box 10057 Ketchum, ID 83340					
Recorded Owner of Property: Sun Valley Holdings, LLC					
Applicar	nt Phone Number: 208-725-2222	Applicant Email: village@sopris.net			
STATE L	ICENSE NO: (copy required)	COUNTY LICENSE NO: (copy required			
Corpora Partner	ation: ship:	List names and addresses of corporation officers and/or partners: John Buxman 904 Oxford Lane Glenwood Springs, CO 81601			
Individu	ual:	Christine Fox 3151 N. Barker F	Pine, AZ 85544		
	cant is a Partnership or Corporation, is the	Mary Flast 3014 Timberline Dri	ve Eugene, OR 97405		
Yes	ition authorized to do business in Idaho?				
DEEK EI	Draft or Bottled or Canned Beer to be consumed on premises \$200.00				
X	Bottled or Canned Beer NOT to be consumed or		\$ 50.00		
WINE LICENSE FEES			Q 30.00		
	Wine, to be consumed on premises \$200.00				
X Wine, NOT to be consumed on premises			\$200.00		
LIQUOR LICENSE FEES					
Liquor by the Drink (Note: Liquor fee includes wi		ine)	\$560.00		
	Total Fees Due \$ 250.00				
ADDITIONAL INFORMATION					
Has the applicant, any partners of the applicant, any member of the applying partnership, the active manager of the applying partnership or any officer of the applying corporation been convicted of a violation of any law of the State of Idaho, or any other state, or of the United States regulating, governing, or prohibiting the sale of alcoholic beverages or intoxication liquor, and has any one of them within the last three years forfeited or suffered the forfeiture of a bond for his/her appearance to answer charges of any such violation? Yes No Has the applicant or any partner or actual active manager or officer of the applicant been convicted of any felony within the last five years? Yes No					
163 110					

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

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

	President
Applicant Signature June 03, 2022	Relation to Business
Date	
City Clerk or Deputy Signature	

	OFFICIAL USE ONLY			
Date Received: U 7 22	License Fee Paid \$ 250.00	License No: 2039A		
To the City Council, Ketchum, Idaho; The undersigned, a Corporation Partnership Individual , does hereby make application for a license to sell during the year of September 1, August 31, Approved by City of Ketchum Idaho by;				
Mayor				

Cycle Tracking Number: 134428

Idaho State Police

Retail Alcohol Beverage License Premises Number: 5B-19399

License Year: 2023

License Number: 19399

This is to certify, that

Buxman Enterprises LTD

doing business as:

Village Market

is licensed to sell alcoholic beverages as stated below at:

100 North Main St, Ketchum, Blaine County

Acceptance of a license by a retailer shall constitute knowledge of and agreement to operate by and in accordance to the Alcohol Beverage Code, Title 23. Only the licensee herein specified shall use this license.

County and city licenses are also required in order to operate.

No Liguor

Yes \$50.00 Beer

Yes \$100.00 Wine by the bottle

No Wine by the glass

No Kegs to go

No Growlers

Restaurant

On-premises consumption No

No Multipurpose arena

Plaza

TOTAL FEE: \$150.00

Signature of Licensee, Corporate Officer, LLC Member or Partner

BUXMAN ENTERPRISES LTD VILLAGE MARKET

PO BOX 10057

KETCHUM, ID 83340

Mailing Address

License Valid:

08/01/2022 - 07/31/2023

Expires: 07/31/2023



No

No

Director of Idaho State Police



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

Submit completed application by e-mail and fees by check or cash to the City Clerk Office, PO Box 2315, 191 W. 5th St. Ketchum, ID 83340. If renewing, you may pay online at *pressbillpay.com. For questions, please e-mail finance@ketchumidaho.org or call (208) 726-3841.

APPLICA	NT INFORMATION		
Applicant Name: Grumpy's Inc		Doing Business As:	
hysical	Address where license will be displayed: $860~\text{V}$	Varm Springs Road	
Vailing	Address: 100 S Hiawatha Dr, Hailey, ID) 83333	
	ed Owner of Property: G&G Enterprises		
Applicar	nt Phone Number: 208 720-4711	Applicant Email: prekeges@gmail.com	
	ICENSE NO: (copy required)	COUNTY LICENSE NO: (copy required) List names and addresses of corporation officers and/or partners:	
Partner Individi If Appli corpor		Peter G Prekeges, President	
BEER L	ICENSE FEES	\$200.00	
х	Draft or Bottled or Canned Beer to be consume	ed on premises	
	Bottled or Canned Beer NOT to be consumed o	on premises \$ 50.00	
WINE	LICENSE FEES	\$200.00	
Х	Wine, to be consumed on premises	\$200.00	
	Wine, NOT to be consumed on premises	\$200.00	
LIQUO	OR LICENSE FEES	\$560.00	
	Liquor by the Drink (Note: Liquor fee includes	wine)	
		Total Fees Due \$_400.00	
ADDI	TIONAL INFORMATION	Cat I work	
Has the partner other and he answer	ne applicant, any partners of the applicant, any mership or any officer of the applying corporation state, or of the United States regulating, governious as any one of them within the last three years for charges of any such violation? Yes Notes applicant or any partner or actual active managements.	nember of the applying partnership, the active manager of the applying been convicted of a violation of any law of the State of Idaho, or ing, or prohibiting the sale of alcoholic beverages or intoxication liquing orfeited or suffered the forfeiture of a bond for his/her appearance to suffered the forfeiture of a bond for his/her appearance to suffered the applicant been convicted of any felony within the suffered to suffer applicant been convicted of any felony within the suffered to suffer applicant been convicted of any felony within the suffered to suffer applicant been convicted of any felony within the suffered to suffer applicant been convicted of any felony within the suffered to suffer applicant been convicted of any felony within the suffered to suffer applicant been convicted of any felony within the suffered to suffer applicant been convicted of any felony within the suffered to suffer applicant been convicted of any felony within the suffered to suffer applicant been convicted of any felony within the suffered to suffer applicant been convicted of any felony within the suffered to suffer applicant been convicted of any felony within the suffered to suffer applicant been convicted of any felony within the suffered to suffer applicant been convicted of any felony within the suffered to suffer applicant between the suffered to suffer applicant between the suffered to suffer applicant between the suffered to suffered to suffer applicant between the suffered to suffered the suffered to	

191 5" St. W * P.O. Box 2315 * Ketchum, ID 83340 * main (208) 726-3841 www.ketchumidaho.org * facebook.com/CityofKetchum * twitter.com/Ketchum_idaho Applicant agrees to observe all City ordinances, laws and conditions imposed. Applicant agrees to defend, hold harmless and indemnify the City of Ketchum, its officers and employees from all liability claims, suits and costs arising from incidents or accidents occurring under this permit. Applicant certifies that s/he has read and examined this application and that all information contained herein is true and correct.

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

President

Applicant Signature

05/28/2022

City Clerk or Deputy Signature

Date

		OFFICIAL USE ONLY	220
ate Received:	5/31/22	License Fee Paid \$ 400	License No: 38A
	a Corporation f September 1, of Ketchum Idaho	August 31,	es hereby make application for a license to sel



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

Submit completed application by e-mail and fees by check or cash to the City Clerk Office, PO Box 2315, 191 W. 5th St, Ketchum, ID 83340. If renewing, you may pay online at xpressbillpay.com. For questions, please e-mail finance@ketchumidaho.org or call (208) 726-3841.

Doing Business As: Pigwood Coff	
5 Thunder Trail Kelchum 1083340	
1 Valley 10 82363	
AS LLC	
Applicant Email: KSteWarte Maynuliafleet. um	
(copy required)	
List names and addresses of corporation officers and/or partners:	
ed on premises \$200.00	
on premises \$ 50.00	
\$200.00	
\$200.00	
wine) \$560.00	
Total Fees Due \$ 400.00	
ember of the applying partnership, the active manager of the applying been convicted of a violation of any law of the State of Idaho, or any ng, or prohibiting the sale of alcoholic beverages or intoxication liquor, or prefitted or suffered the forfeiture of a bond for his/her appearance to ger or officer of the applicant been convicted of any felony within the	

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

he undersigned hereby acknowledges and etchum Municipal Code, Title-5, Chapter 5.	네. [전 그는 1946년 1981년 1982년] [[전 1882년] [[전 1882년] [전 1882년] [전 1882년] [1882년] [1882년] [1882년] [1882년]	requested are subject to the provisions of th 2), City of Ketchum, Idaho, Blaine County.
william Weicher	T.	
Applicant Signature	Relation to Bu	usiness
Date		
city Clerk or Deputy Signature		
	OFFICIAL USE ONLY	
Date Received: 5 24 2022 Lic	cense Fee Paid 15400	License No: 48A
To the City Council, Ketchum, Idaho; The undersigned, a Corporation Partne during the year of September 1,		hereby make application for a license to sell
Approved by City of Ketchum Idaho by;		
Mayor		



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

Submit completed application by e-mail and fees by check or cash to the City Clerk Office, PO Box 2315, 191 W. 5th St, Ketchum, ID 83340. If renewing, you may pay online at xpressbillpay.com. For questions, please e-mail finance@ketchumidaho.org or call (208) 726-3841.

APPLICANT INFORMATION			
Applicant Name: Dunn Deal Luc Doing Business As: Crill of Knob 411			
Physical Address where license will be displayed: 960 North Main St.			
Mailing Address: Po Box 3352, Let	Felin Id 83340		
Recorded Owner of Property: Knob Hill Inv	1 (KHI)		
Applicant Phone Number: 208 - 726 - 8664	Applicant Email: dun odeal SV@ gmal.com		
STATE LICENSE NO: (copy required)			
Corporation: A Partnership: Individual: If Applicant is a Partnership or Corporation, is the corporation authorized to do business in Idaho? Yes No No	List names and addresses of corporation officers and/or partners: Toher Dunn Tolie Dunn		
BEER LICENSE FEES			
X Draft or Bottled or Canned Beer to be consume	d on premises \$200.00		
Bottled or Canned Beer NOT to be consumed or	n premises \$ 50.00		
WINE LICENSE FEES			
Wine, to be consumed on premises	\$200.00		
Wine, NOT to be consumed on premises	\$200.00		
LIQUOR LICENSE FEES			
∠ Liquor by the Drink (Note: Liquor fee includes wine) \$560.00			
	Total Fees Due \$ 760.00		
ADDITIONAL INFORMATION			
partnership or any officer of the applying corporation be other state, or of the United States regulating, governing and has any one of them within the last three years for answer charges of any such violation? Yes No	er or officer of the applicant been convicted of any felony within the		

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

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

	owner	
Applicant Signature	Relation to Business	
5.10-2022	_	
Date		
	_	
City Clerk or Deputy Signature		
OFFICE	AL LICE ONLY	
Date Received: U17122 License Fee Paid:	License No: 1352A	
To the City Council, Ketchum, Idaho; The undersigned, a Corporation Partnership Individual, does hereby make application for a license to sell during the year of September 1, August 31, Approved by City of Ketchum Idaho by;		

Mayor



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

Submit completed application by e-mail and fees by check or cash to the City Clerk Office, PO Box 2315, 191 W. 5th St, Ketchum, ID 83340. If renewing, you may pay online at xpressbillpay.com. For questions, please e-mail finance@ketchumidaho.org or call (208) 726-3841.

APPLIC	CANT INFORMATION		
Applicant Name: Kith & Kin, LLC Doing Business As: The Covey		Covey	
Physica	al Address where license will be displayed: $520~ m V$		
	g Address: PO Box 900 Ketchum, ID 8334		
	led Owner of Property: 520Washington, LLC		
	ant Phone Number: 208-726-3663	Applicant Email: info@theco	ovey.com
STATE	LICENSE NO: 388 (copy required)	COUNTY LICENSE NO:	(copy required)
Corpor Partne	ration:	List names and addresses of corporation officers and/or partners: Jesse Sheue PO Box 900 Ketchum, ID 83340	
Individ	ual:	Jane V. Sheue PO Box 900 Ketchu	ım, ID 83340
	cant is a Partnership or Corporation, is the		
	ation authorized to do business in Idaho?		
	ICENSE FEES		
X	Draft or Bottled or Canned Beer to be consumed	d on promises	4000.00
X	Bottled or Canned Beer NOT to be consumed on		\$200.00
	ICENSE FEES	premises	\$ 50.00
X	Wine, to be consumed on premises		¢200.00
X	Wine, NOT to be consumed on premises		\$200.00 \$200.00
LIQUOI	R LICENSE FEES		\$200.00
X	Liquor by the Drink (Note: Liquor fee includes wi	ine)	\$560.00
	, , , , , , , , , , , , , , , , , , , ,		100000000000000000000000000000000000000
ADDIT		Total Fees Due	\$ 810.00
	ONAL INFORMATION		
Has the	applicant, any partners of the applicant, any mem	nber of the applying partnershi	p, the active manager of the applying
other st	ship or any officer of the applying corporation be tate, or of the United States regulating, governing,	en convicted of a violation of	any law of the State of Idaho, or any
and has	s any one of them within the last three years forfe	eited or suffered the forfeiture	of a hond for his/hor appearance to
answer	charges of any such violation? Yes No		or a bond for mis/fier appearance to
last five	applicant or any partner or actual active manage years? Yes No		en convicted of any felony within the
	165 166		

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

The undersigned hereby acknowledges and consents that the License(s) requested are subject to the provisions of the Ketchum Municipal Code, Fitle 5, Chapter 5.04 (amended by Ordinance 882), City of Ketchum, Idaho, Blaine County. Applicant Signature City Clerk or Deputy Signature OFFICIAL USE ONLY Date Received: 122 License Fee Paid: License No: 2213A To the City Council, Ketchum, Idaho; The undersigned, a Corporation Partnership Individual , does hereby make application for a license to sell during the year of September 1, _____ - August 31, ____ Approved by City of Ketchum Idaho by; Mayor



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

Submit completed application by e-mail and fees by check or cash to the City Clerk Office, PO Box 2315, 191 W. 5th St, Ketchum, ID 83340. If renewing, you may pay online at xpressbillpay.com. For questions, please e-mail finance@ketchumidaho.org or call (208) 726-3841.

APPLICANT INFORMATION		
Applicant Name: Sun Valley Company	Doing Business As: Warm Springs Lodge	
Physical Address where license will be displayed: 201	Picabo Street, Ketchum, ID 83340	
Mailing Address: P.O. Box 10, Sun Valley, ID 8	33353	
Recorded Owner of Property: Sun Valley Compar	ny	
Applicant Phone Number: 208-622-4111	Applicant Email: vschoessler@sunvalley.com	
STATE LICENSE NO: \\ \frac{556}{\text{copy required}}) COUNTY LICENSE NO: 54 (copy required)	
Corporation: Partnership: Individual: If Applicant is a Partnership or Corporation, is the corporation authorized to do business in Idaho? Yes No	List names and addresses of corporation officers and/or partners: See attached	
BEER LICENSE FEES		
X Draft or Bottled or Canned Beer to be consume	ed on premises \$200.00	
Bottled or Canned Beer NOT to be consumed of	on premises \$ 50.00	
WINE LICENSE FEES		
Wine, to be consumed on premises	\$200.00	
Wine, NOT to be consumed on premises	\$200.00	
LIQUOR LICENSE FEES	自身自身的自由的主要的的企业	
X Liquor by the Drink (Note: Liquor fee includes	wine) \$560.00	
	Total Fees Due \$\frac{760.00}{}	
ADDITIONAL INFORMATION		
partnership or any officer of the applying corporation other state, or of the United States regulating, governing and has any one of them within the last three years for answer charges of any such violation? Yes No.	ger or officer of the applicant been convicted of any felony within the	

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

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

Situate t	Vice President/General Manager
Applicant Signature 5/24/2022	Relation to Business
Date	
City Clerk or Deputy Signature	

OFFICIAL USE ONLY			
Date Received: (18122	License Fee Paid \$ 760	License No: 1339A	
To the City Council, Ketchum, Idaho The undersigned, a Corporation during the year of September 1, Approved by City of Ketchum Idaho	Partnership Individual , does h	nereby make application for a license to sell	
Mayor			



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

Submit completed application by e-mail and fees by check or cash to the City Clerk Office, PO Box 2315, 191 W. 5th St, Ketchum, ID 83340. If renewing, you may pay online at xpressbillpay.com. For questions, please e-mail finance@ketchumidaho.org or call (208) 726-3841.

	NT INFORMATION	Business As: River Ru	n Lodge
Applicant Name:Sun Valley Company		Doing Business As:River Run Lodge	
hysical	Address where license will be displayed: 500 Ri	ver Run Plaza, Ketchum, ib	00040
1ailing	Address:P.O. Box 10, Sun Valley, ID 83	353	
ecorde	d Owner of Property: Sun Valley Company		- variallov com
nnlicar	nt Phone Number: 208-622-4111	Applicant Email: VSCNOessier @	(copy required)
	ICENSE NO: 1556 (copy required)	COUNTY LICENSE NO: 54 List names and addresses of corpor	
Corpora Partner Individu If Appli corpora	ship:	List names and addresses of corpor	ation officers array and
BEER L	ICENSE FEES	HALLES HELDER LINE	\$200.00
х	Draft or Bottled or Canned Beer to be consume	ed on premises	\$ 50.00
	Bottled or Canned Beer NOT to be consumed o	on premises	
WINE	LICENSE FEES		\$200.00
	Wine, to be consumed on premises		\$200.00
	Wine, NOT to be consumed on premises		NAME OF
LIQUO	OR LICENSE FEES		\$560.00
х	Liquor by the Drink (Note: Liquor fee includes	wine)	\$760.00
		Total Fees Due	>
ADDI	TIONAL INFORMATION		the manager of the apply
partr other and I answ	the applicant or any partner or actual active man	ing, or prohibiting the sale of alcohol orfeited or suffered the forfeiture of No	ic beverages or intoxication liqu f a bond for his/her appearance

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

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

1 to the	Vice President/General Manager
Applicant Signature	Relation to Business
5/24/2022	
Date	
City Clerk or Deputy Signature	

	OFFICIAL USE ON	ILY
Date Received: 618122	License Fee Paid	License No: 49A
To the City Council, Ketchum, Idah The undersigned, a Corporation during the year of September 1, _ Approved by City of Ketchum Idah	Partnership Individual , - August 31,	does hereby make application for a license to sell
Mayor		



June 13, 2022

Mayor Bradshaw and City Councilors City of Ketchum Ketchum, Idaho

Mayor Bradshaw and City Councilors:

Recommendation to Approve Charter Contract and Purchase Order #22101 with Mountain Rides

Recommendation and Summary

Staff is recommending City Council approve Charter Contract and Purchase Order #22101 with Mountain Rides for dog-friendly transportation services during the Summer Solstice event.

"I move to approve Charter Contract and Purchase Order #22101 with Mountain Rides for dog-friendly transportation services during the Summer Solstice event."

The reasons for the recommendation are as follows:

- The city will not allow parking at Warm Springs Preserve on June 21 between 1 and 11 p.m.
- Staff would like to provide dog-friendly transportation to and from the Summer Solstice event at Warm Springs Preserve

Current Report

The city is holding its Summer Solstice event at Warm Springs Preserve with the major purpose of thanking the community for providing donations to secure the purchase of the Preserve. Parking will not be allowed at the preserve between 1 and 11 p.m. on June 21 because of the event. Staff requests Council to approve a Charter Contract with Mountain Rides to provide dog-friendly transportation to the Preserve for those who want to walk their dogs or attend the event. The route would run between the Greyhawk parking lot and the YMCA. Sun Valley Company has agreed to enter into a lease agreement for the use of the Greyhawk parking lot.

Financial Requirement/Impact

The Charter Contract fee will be paid from the events budget.

Attachments:

Mountain Rides Charter Contract Purchase Order #22101



Mountain Rides Transportation Authority (MRTA)

PO Box 3091

Ketchum, ID 83340

(208)788-7433

Charter Contract

Thank you for selecting MRTA for your upcoming trip. This serves as your contract for the transportation services. We must receive your signed and dated copy of Contract, in addition to the **deposit amount of \$ 300.00**, and the **\$200.00** security deposit, on or before **6/13/2022**. Keep one copy for your files and return one signed copy with your deposit payment.

Organization Name (Client): City of Ketchum

Contact: Lisa Enourato Phone: (208) 726-7803 Email: LEnourato@ketchumidaho.org

Date of Event: 6/21/2022 Number of passengers (projected): 100 Departure Location: Warm Springs (Greyhawk Parking Lot to :YMCA to Dog Park, Warm Springs Rd) Destination: Dog Park, Warm Springs

Road

Time of first pick-up: 1:45 PM Time of last drop-off: 10:00 PM

Details or other notes:

_ General Rules/Guidelines

- 1. Passengers shall refrain from using tobacco products, including e-cigarettes.
- 2. N/A

- 3. A \$200.00 refundable security deposit is required. All vehicles are cleaned and inspected prior to each charter. If MRTA is required to expend a greater than normal amount of time and materials cleaning the equipment used due to the acts of passengers, MRTA may require additional cost to cover the time and materials associated with extra cleaning.
- 4. MRTA charges a three-hour minimum on all services. Any extension past the pre-arranged "Time of last drop-off" will be billed in 30-minute increments.
- 5. MRTA will not be held liable for items left in any charter vehicle.
- 6. No passengers shall speak to or distract the driver while the vehicle is moving.
- 7. Client agrees that MRTA shall not be held liable for any damages arising out of inability to perform due to inclement weather, mechanical or electrical difficulties, delays due to any type of traffic conditions, or any unforeseen events beyond the reasonable control of MRTA, its employees, and any other affiliates.
- 8. Final payment in the amount of \$_1095_____ is due within fifteen days of the completion of the trip.
- 9. Additional use of the vehicle beyond the miles or hours stated may result in additional charges.
- 10. Any changes in the date of the event, departure location or destination, or cancellation of the trip, must be received 24 hours prior to the date of the event and received in writing. Any failure to provide timely notice may result or forfeiture of the deposit amount in MRTA's sole discretion.
- 11. No use of illegal substances or drugs is permitted on the vehicle.
- 12. Absolutely no passengers under the age of 21 are permitted to consume alcoholic beverages while on the vehicle. No glass cups, glass bottles, or kegs are permitted.
- 13. Baggage and all other property will be handled at the passenger's own risk and only in the amount that can conveniently be carried onto the vehicle. MRTA will not be held liable for any lost or damage items brought on to the vehicles.

Your signature below demonstrates full understanding and agreement with the policies as set forth above. At the time these conditions are agreed upon and signed, the contract for hire will begin.

Client	Date
MRTA Jamie Caulield	Date 06/03/2022



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: 22101

3097 **MOUNTAIN RIDES**

To:

P.O. BOX 3091 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
06/06/2022	kchoma	kehoma		0	

Description			Unit Price	Total
Summer Solstice Dog Friendly Transport	22-4910-6060	491035	1,595.00	1,595.00
				0.55
		SHIPPING &	E HANDLING	0.00
		TOTAL P	O AMOUNT	1,595.00
			Summer Solstice Dog Friendly Transport 22-4910-6060 491035 SHIPPING &	



June 9, 2022

Mayor Bradshaw and City Councilors City of Ketchum Ketchum, Idaho

Mayor Bradshaw and City Councilors:

Recommendation to Approve Lease Agreement and Purchase Order #22099 with Sun Valley Company

Recommendation and Summary

Staff is recommending City Council approve Lease Agreement and Purchase Order #22099 with Sun Valley Company for utilization of the Greyhawk parking lot as a park and ride during the Summer Solstice event.

"I move to approve Lease Agreement and Purchase Order #22099 with Sun Valley Company to utilize the Greyhawk parking lot as a park and ride during the Summer Solstice event.

The reasons for the recommendation are as follows:

- City is providing dog-friendly transportation to and from the Summer Solstice event at Warm Springs Preserve
- Utilizing the Greyhawk parking lot as a park and ride during the event will keep cars from impacting the streets in the Warm Springs area.
- The city has a similar lease agreement with Sun Valley Company for use of their property on Wagon Days

Current Report

The city is holding its Summer Solstice event at Warm Springs Preserve with the major purpose of thanking the community for providing donations to secure the purchase of the Preserve. Parking will not be allowed at the preserve between 1 and 11 p.m. on June 21 because of the event. The city has requested Council to approve a Charter Contract with Mountain Rides to provide dog-friendly transportation to the Preserve for those who want to walk their dogs or attend the event. The route would run between the Greyhawk parking lot and the YMCA. Sun Valley Company has agreed to enter into a lease agreement for the use of the Greyhawk parking lot.

Financial Requirement/Impact

The fee for the lease agreement is \$1.

Attachments:

Sun Valley Company Lease Agreement #22099 Purchase Order #22099

LEASE AGREEMENT #22099 WITH SUN VALLEY COMPANY FOR SUMMER SOLSTICE

THIS LEASE AGREEMENT ("Lease") is made and entered into this 2022, by and between Sun Valley Company, a Wyoming corporation ("Lessor") and the City of Ketchum, an Idaho municipal corporation ("Lessee").

WHEREAS, Lessor is the owner of certain real property and improvements thereon as more particularly described as Greyhawk II Sub Fr, Lot 16 Blk 2 Inside City Warm Springs Parking Lot ("Premises"); and

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

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

ARTICLE I Premises and Term

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

This Lease shall commence on June 21, 2022 and shall terminate at midnight on June 21, 2022.

ARTICLE II Rent

Lessee agrees to pay Lessor rental for Premises as follows: One Dollar (\$1.00) for the use of Premises.

ARTICLE III Use of Premises

It is covenanted and agreed that the Premises may be used for parking and shuttle pickup and return for the June 21 Summer Solstice celebration being held at Warm Springs Preserve.

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

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

ARTICLE IV Assignment and Sublease

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

ARTICLE V Liability

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

ARTICLE VI Compliance with Laws/Public Records

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

ARTICLE VII Repairs and Maintenance

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

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

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

ARTICLE VIII Public Liability Insurance

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

ARTICLE IX Fire Insurance

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

ARTICLE X Default by Lessee

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

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

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

ARTICLE XI Surrender of Possession

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

ARTICLE XII Waiver of Breach

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

ARTICLE XIII Costs and Attorneys Fees

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

ARTICLE XIV Miscellaneous Provisions

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

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

This Lease is and shall be considered to be the only agreement and understanding between the parties hereto with respect to the subject matter hereof. All negotiations and oral agreements acceptable to both parties have been incorporated herein. It may not be amended or modified by any act or conduct of the parties, or by oral agreement, unless reduced to writing.

All of the rights and obligations of the parties under this Lease shall bind, and the benefit shall inure to, their respective heirs, legal representatives, successors and assigns.

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

LESSOR: Sun Valley Company, A Wyoming corporation	LESSEE: City of Ketchum, An Idaho Municipal Corporation
By: VP4 GM	By:Its: Mayor
	Attest:
	Tara Fenwick City Clerk



CITY OF KETCHUM

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

PURCHASE ORDER BUDGETED ITEM? ___ Yes ___ No

PURCHASE ORDER - NUMBER: 22099

To:

3980 SUN VALLEY COMPANY

P.O. BOX 10

SUN VALLEY ID 83353

Ship to:

CITY OF KETCHUM PO BOX 2315 KETCHUM ID 83340

P. O. Date	Created By	Requested By	Department	Req Number	Terms
05/26/2022	kchoma	kchoma		0	

Description			Unit Price	Total
Lease Agreement	22-4910-6060	491035	1.00	1.00
		CHIDDIN		0.00
		SHIPPING	J & HANDLING	0.00
		TOTAL	L PO AMOUNT	1.00
			Lease Agreement 22-4910-6060 491035 SHIPPING	



June 13, 2022

Mayor Bradshaw and City Councilors City of Ketchum Ketchum, Idaho

Mayor Bradshaw and City Councilors:

Recommendation To Approve Purchase Order #22094 with Business Interiors of Idaho for Conference Room Furniture

Recommendation and Summary

Staff is recommending the Council approve purchase order #22094 with Business Interiors of Idaho related to furniture in new City Hall:

"I move to approve purchase order #22094 in an amount not to exceed \$4,889.78 to purchase furniture for the Trail Creek Conference Room."

The reasons for the recommendation are as follows:

- New city hall has three conference rooms
- Trail Creek Conference room is unfurnished
- Conference rooms have high use by both city staff and the public

Introduction and History

Prior to moving into the new city hall, in order to stay within budget only two of the three conference rooms were furnished. The two furnished conference rooms and the community meeting room are highly used by both the public and city staff. Oftentimes, there is not a conference room available for planned or unplanned meetings. Staff would like to purchase tables and chairs to furnish the Trail Creek Conference Room on the third floor of the building. The tables and chairs will match those in the Community Meeting Room so they can be utilized there as well.

Sustainability Impact

All items are appropriate for LEED certification. Both Hayworth and HON products are manufactured in the U.S. and no off-gassing materials are used.

Financial Impact

The purchase would be funded from CIP contingency.

Attachments

Quote #12697-40590 Purchase Order #22094



Ketchum City Hall

CUSTOM DESIGN PROPOSAL

Date: 3/28/2022

Prepared For: Lisa Enourato

Quote Number: 12697-40590

Valid For 30 Days

Prepared by: Phil Ruebel

Confidential

© 2022 Business Interiors of Idaho. The information in this transmittat is proprietary to Business Interiors of Idaho. It is provided on the condition that it remains in confidence between Business Interiors of Idaho and the recipient of this quote. Do Not Copy, Distribute nor Share the Contents of this proposal without the written permission of Business Interiors of Idaho.

Business Interiors of Idaho 176 S Capitol Blvd Boise, ID 83702 Phone: (208) 384-5050 http://www.biispaces.com/



SUMMARY PAGE

Quote # 12697-40590

Project Scope

Bill To	
Ketchum City Hall Ketchum City Hall 191 5th St W Ketchum, ID 83340	

install	ΓO
---------	----

Ketchum City Hall Ketchum City Hall 191 5th St W Ketchum, ID 83340

Project In	vestment
------------	----------

Grand	Total	\$4	,889.78
Tax	(8%)		\$362.21
Project	Total	\$4	1,527.57

Payment Schedule Per Contract

Business Interiors of Idaho 176 S Capitol Blvd Boise, ID 83702 Phone: (208) 384-5050 http://www.biispaces.com/



QUOTATION

12697-40590

VALID UNTIL 4/27/2022

Salesperson

Payment Terms Per Contract

Phil Ruebel

INSTALL TO

Ketchum City Hall Ketchum City Hall 191 5th St W Ketchum, ID 83340

DELIVER TO

191 5th St W

Ketchum City Hall

Ketchum City Hall

Ketchum, ID 83340

BILL TO

Ketchum City Hall Ketchum City Hall 191 5th St W Ketchum, ID 83340

Ketchum City Hall

.INE#	QTY	UNIT	PART # / DESCRIPTION	PRICE EA	EXT PRICE
1	6.00	EA	HITEM / Ignition 2 Task Low-back, ilira back	\$295.14	\$1,770.84
2			OPTIONS .YO Simple Synchro-Tilt Control (Control Type) .F Arm: Fixed (Select Arm Type) .H Hard Caster (Select Caster/Glide Option) .IM 4-Way Black (Select Mesh Color) \$(1) Gr 1 Uph (Select Upholstery) .APX Fab: Apex (Upholstery Selection) 11 Color: Tomato (UPH: Apex) .NL No Lumbar (Select Lumbar) .SB Base: Standard Base (Select base) .T Frame: Black (Select Frame Color)		
2	3.00	EA	WUAC-WSG / Casegoods, Grommet	\$8.11	\$24.33
3	3.00	EA	TCRA-3072-LJSNCL4A / Jive,Tbl,Rect,Lam,30"x72",Eb3,Std,Co:none,C - Extruded,Cstr/Flip/Pwrrdy,29"h,Ptd OPTIONS	\$784.76	\$2,354.2
			H-KL Neo Walnut Grd B (Worktop Surface Color) HP-KL Neo Walnut Grd A (Worktop Edge Color-Users Edge) TR-K Charcoal Grd A (Base Color 1A)		
4	3.00	EA	TAOM-1360-LF / Planes, Modesty Panel, 13In X60In, Lam, Full OPTIONS H-KL Neo Walnut Grd B (Modesty Surface Color) HP-KL Neo Walnut Grd A (Modesty Trim Color)	\$126.04	\$378.12
INE#	QTY	UNIT	PART # / DESCRIPTION	PRICE EA	EXT PRIC
INE #	QTY 1.00	UNIT EA	PART # / DESCRIPTION Freight / Freight Charges	PRICE EA \$0.00	EXT PRICE

Business Interiors of Idaho 176 S Capitol Blvd Boise, ID 83702 Phone: (208) 384-5050

http://www.biispaces.com/

Print Name



QUOTATION

12697-40590

VALID UNTIL 4/27/2022

Ketchum City Hall

LINE#	QTY	UNIT	PART # / DESCRIPTION			PRICE EA	EXT PRICE
7	1.00	EA	Design / Design Time			\$0.00	\$0.00
LINE #	QTY	UNIT	PART # / DESCRIPTION			PRICE EA	EXT PRICE
8	1.00	EA	Delivery Charges / Delivery During Normal Business	s Hours		\$0.00	\$0.00
CUSTOME	R SIGN (OFF					
					subtotal		\$4,527.57
					sales tax		\$362.21
					total		\$4,889.78
Authorize	d Signatu	ıre	184.50	Accepted Date			
-							

Business Interiors of Idaho 176 S Capitol Blvd Boise, ID 83702 Phone: (208) 384-5050 http://www.biispaces.com/



QUOTATION

12697-40590

VALID UNTIL 4/27/2022

TERMS AND CONDITIONS OF SALE

AGREEMENT IN WRITING. The following terms and conditions represent the full statement of agreement between Buyer and Seller. Any amendments to these terms must be in writing and signed by an officer of Business Interiors of Idaho, Inc.

PAYMENT TERMS.

- 1. Acceptance of delivery constitutes acceptance of the merchandise as delivered
- 2. Business Interiors of Idaho, Inc. terms are:

Orders \$10K+ 50% NET 30

- a. Deposit: 50% deposit upon order entry
- b. Net 30: Net within 30 days of product receipt (either to Seller's warehouse or direct shipments to Buyer's site)

Orders less than \$10K

- a. Due upon receipt (either to Seller's warehouse or direct shipments to Buyer's site)
- 3. Credit card payments are acceptable, but all credit card fees will be passed along to buver
- 4. No payment shall be withheld on any invoice because of partial delivery of the entire order.
- 5. Punch list items to be resolved are treated as separate orders and do not remove the Buyer's obligation to remit payment per project terms
- 6. The buyer agrees to pay a finance charge of 1-1/2 percent per month at the annual percentage rate of 18 percent on all delinquent invoices as well as expenses, attorney fees and court costs which seller incurs by reason of buyer's default.
- 7. In the event that special materials, fabrics or services (such as COM, COL, etc.) must be ordered by the seller from a secondary vendor for delivery to the primary vendor, the buyer will consider such materials, fabrics or services acceptable for purposes of payment at the time of delivery to the primary vendor.

 8. This is F.O.B. shipping point, title passes to buyer at factory location.

RETURN GOODS. All merchandise, stock or otherwise, may be returned only with approved written authority by seller and may be subject to minimum 30% restocking charge plus freight and handling costs.

TAXES. Prices may not include applicable sales, use, excise or any other tax. Any applicable taxes will be added to prices at time of invoicing and the buyer agrees to pay same. Buyers exempt from taxes will furnish Certificate of Exemption at time of execution of this agreement.

FREIGHT. Freight charges, if applicable, are invoiced separately. Freight charges for all regular Haworth orders are included.

CANCELLATION AND CHANGES. Office furniture is made to order. In the event that this proposal is accepted (confirmed) by the buyer and becomes an order, it is understood and agreed that it cannot be cancelled except by mutual consent.

The sellers order confirmation is final and binding and any subsequent changes are subject to seller's ability to conform and are dependent upon factory approval. Changes in quantity or specifications are subject to approval by seller and manufacturer. Resulting additional charges from the manufacturer shall be paid by the buyer with a 50% deposit. All requests for changes in quantity or specification shall be delivered to the seller in writing.

DELIVERY AND INSTALLATION. In the event that delivery and/or installation is required as a part of this proposal, the following provisions shall apply, unless otherwise stated in the body of the proposal.

- 1. Condition of Job Site The site shall be clean, clear and free of debris prior to installation.
- a. Premises shall be in readiness to receive goods. Installation will be into an unoccupied space, free and clear of all construction trades, materials and other obstructions. All paneling, painting, ceiling and carpet work will be completed or substantially done, so as not to cause delays to the installation. Carpet must be cleaned or vacuumed and floors to be broom cleaned and free of debris prior to placement of furniture. In the event that an area scheduled for installation is determined by Business Interiors of Idaho, Inc not to be ready, additional charges may be applicable if buyer requests installation to proceed as scheduled.
- b. Site or area unreadiness, which results in a disruption of the installation schedule may result in additional charges
- c. Doorways, opening and elevators will be of sufficient size and carrying capacity to permit delivery of goods without dismantling, knocking down, hoisting or lowering.
- d. Any special handling of furniture necessitated by site conditions, such as hand carrying to designated floors or double handling, will be charged in addition, at hourly rates.
- 2. Job Site Services Electric current, heat, hoisting and/or elevator service will be furnished without charge to seller. Adequate facilities for off-loading, staging, moving and handling of merchandise shall be provided.
- 3. Special Packaging and Handling If special handling is required that is not contained in the specifications, it will be subject to extra charge.
- **4. Delivery During Normal Business Hours** Delivery and installation will be made during normal working hours (8 a.m. 3:30p.m. M-F) by non-union or union personnel (as quoted). Additional labor costs resulting from overtime work performed at the buyer's request will be paid by the buyer.
- **5. Storage Space** Provided the merchandise does not arrive at the site earlier than the date requested, safe and adequate storage will be provided by the buyer. If the space provided is inadequate and requires excessive sorting or storage costs, such excess cost will be reimbursed by the buyer. If the space provided is inconveniently located or on another floor, the extra cost of transporting to and from storage will be reimbursed by the buyer. If the merchandise must be moved due to progress of other trades or other reason, additional charges may apply.

6. Erection and Assembly

- a. Seller's ability to erect or assemble furniture knocked-down or to permanently attach, affix, or bolt in place movable furniture is dependent on jurisdictional agreements. If trade regulations enforced at the time of installation require the use of tradesmen at the site other than the seller's own installation personnel, resulting additional costs will be paid by buyer.
- b. All furniture ordered will be installed according to manufacturer's specifications and client approved floorplans.
- c. Installation will include placing product only once in new premises in accordance with plan specifications or adequate personal directions from the buyer.
- d. Changes to the furniture layout which result in additional labor will be charged in addition at hourly labor rates to the buyer. Any modification to installation plans or drawings must be submitted in writing by the buyer. Any resulting charges must be agreed upon in writing prior to beginning work.

Business Interiors of Idaho 176 S Capitol Blvd Boise, ID 83702 Phone: (208) 384-5050 http://www.biispaces.com/



QUOTATION

12697-40590

VALID UNTIL 4/27/2022

e. Any special cutting or modification to furniture required because of site conditions or requested at the time of installation and any special brackets or hardware needed, but not supplied by the manufacturer will be provided by Business Interiors of Idaho, Inc. and charged, in addition, at hourly rates plus materials. f. Business Interiors of Idaho, Inc. will remove all furniture debris directly related to the above specified furniture, dispose of said debris away from the site and otherwise make the installation ready for occupancy.

- g. Business Interiors of Idaho, Inc. will clean all furniture including interiors of overheads, files and pedestals one time. If construction or other trades are in the area, cleaning will not be performed. Business Interiors of Idaho, Inc. cannot be responsible for cleaning carpet or hard floors.
- h, Minor nicks and scratches on furniture received at the job site will be touched up at no additional charge to the buyer.
- i. Any manufacturer warranty work will be provided according to stated warranty document, as long as warranty is in effect.
- j. Electrical hook-up to the building supply is the responsibility of the buyer. Building hook-up or electrical work requiring a licensed and/or union electrician can be provided by Business Interiors of Idaho, Inc. at an additional charge to the buyer.
- k, All furniture, unless otherwise specified, will ship to our warehouse and be scheduled for delivery.

7. Damage

- a. All furniture will be inspected for freight damage at time of receipt. All damages and shortages will be noted and freight claims filed by Business Interiors of Idaho, Inc., unless otherwise stated.
- b. After arrival at the site, any loss or damage by weather, other trades such as painting or plastering, fire or other elements, shall be the responsibility of the buyer and the buyer agrees to hold the seller harmless from loss for such reasons.
- 8. Insurance Public Liability, Workmen's Compensation, Property Damage, Automotive and Occupational Disease insurance are carried by the seller and certificates will be delivered upon request. Fire, Tomado, Flood and other insurance at the site will be provided and paid for by the buyer.

9. Miscellaneous

- a. A grace period of one hour will be allowed for the arrival of direct shipments to the site. Business Interiors of Idaho, Inc. cannot be held responsible for manufacturer or common carrier delays. Business Interiors of Idaho, Inc., in the event the delay is factory or carrier related, will make their best effort to recover all loses from these vendors and reimburse buyer's additional charges.
- b. Following completion of the installation, Business Interiors of Idaho, Inc. will participate in generating a punch list of touch-up, replacement of damaged parts and minor adjustments needed.

CHANGE ORDERS. Changes in order quantity or specification must be delivered to Seller in writing and are subject to approval by Seller and manufacturer. Any resulting increased cost will be borne by the Buyer.

SCHEDULE CHANGES. In the event of Buyer's inability to receive goods as scheduled, Seller will arrange for storage of goods, if required. Costs of double handling, storage & insurance will be passed onto Buyer. These costs are calculated at \$50 per total man hour, or portion thereof in 15 minute increments. In the event that goods must be stored beyond thirty (30) days Seller will invoice materials as though delivered to Buyer, and Buyer will be charged storage fees at the rate of \$1/sq ft per month. Buyer may withhold 10% of such invoiced amount pending actual delivery of installation as called for by the order.

CLAIMS. Claims for transportation damage or shortage will be prosecuted by the seller and damaged merchandise will be repaired to the satisfaction of the buyer or merchandise replaced. In the case of "Direct Ship" orders, the buyer is required to retain for the seller: (1) damaged merchandise (2) original shipping carton(s) (3) delivery document signed by the carrier representative noting damage or shortage.

DELAYS. In the event that construction delays or other causes not within seller's control force postponement of delivery or of the installation, the furnishings will be stored until delivery or installation can be resumed and will be considered accepted by the buyer for the purposes of payment. In such event, the buyer shall reserve the right to withhold 10% (for 60 days maximum) of the invoice amount of such shipments against the completion of the contract. Transfer and storage charges incurred shall be paid by the buyer after 10 days from receipt of goods LTL (Less than Truck Load) order. On truckload orders, or greater, storage charges will be incurred upon receipt of goods.

DESIGN. All Business Interiors of Idaho, Inc. designed proposals, including space plans, color schemes, drawings, blue prints and presentation boards are the exclusive property of Business Interiors of Idaho, Inc. and use of them by other parties is prohibited until a contract is consummated.

NO OTHER AGREEMENTS. There are no other agreements expressed or implied other than those specified herein and those set forth in the agreement, proposal or sales order, specifications or delivery and installation schedules. The terms and conditions set forth herein and in the above mentioned documents may not be varied except upon the written approval of both buyer and seller.

Authorized Signature	Date
Title	PO No
Company	



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: 22094

To:

1514

BUSINESS INTERIORS OF IDAHO 176 SOUTH CAPITOL BLVD.

BOISE ID 83702

Ship to:

CITY OF KETCHUM PO BOX 2315 KETCHUM ID 83340

P. O. Date	Created By	Requested By	Department	Req Number	Terms
05/06/2022	bancona	bancona	Administration	0	

Quantity	Description			Unit Price	Total
1.00	Ketchum City Hall Design Q 12697-40590	01-4193-9930		4,889.78	4,889.78
			SHIPPING &	: HANDLING	0.00
			TOTAL P	O AMOUNT	4,889.78



June 13, 2022

Mayor Bradshaw and City Councilors City of Ketchum Ketchum, Idaho

Mayor Bradshaw and City Councilors:

Recommendation to Approve Road Closures for Street Party

Recommendation and Summary

Staff is recommending Council to approve the following road closures on 1st Ave. between Fourth and Fifth streets for the Perry's Farewell street party. Perry's Farewell

"I move to approve the street closure requests for the Perry's Farewell Street Party."

The reasons for the recommendation are as follows:

- The City of Ketchum supports special events.
- The city has assigned designated and non-designated areas for special events.
- Non-designated street closures require approval by City Council.

Introduction and History

First Ave. between Fourth and Fifth streets is a non-designated street for special event road closures and required approval by City Council.

Financial Impact

Perry's Farewell included payment for the road closure with their Special Event application.



June 13, 2022

Mayor Bradshaw and City Councilors City of Ketchum Ketchum, Idaho 83340

Mayor Bradshaw and City Councilors:

Recommendation to approve Purchase order 22103/22104 For a Furnace for visitor center/Starbucks

Recommendation and Summary

Staff is recommending the council approve Purchase order 22103/22104 with Thornton Heating/Irish Electric for new gas/ electric furnace by adopting the following motion:

Option A

"I move to approve Purchase Order 22103 for an amount not to exceed \$7615.- with Thornton Heating and authorize the mayor to sign the PO."

Option B

"I move to approve Purchase Order 22103 for an amount not to exceed \$7615.- with Thornton Heating and Purchase order 22104 with Irish Electric for an amount not to exceed \$9352.- for a total of \$16967.- and authorize the mayor to sign the PO."

Purchase order 22103: Carrier 96% gas furnace (\$7615.-) with installation

Purchase order 22103/22104: Carrier electric furnace (\$7615.-) 120 AMP 240 v new electrical circuit (\$9352.-) with installation Total \$16967.-

Introduction and History

The city of Ketchum owns the 491 SV road (Starbucks) building. The building is cooled and heated by two gas furnaces. One recently broke and is not repairable. There are two options, one to stay with natural gas the other to convert to an electric furnace.

There will be several big expenses coming up soon. The furnace and condenser unit for the A/C are just two years younger than the unit that just broke. The roof will have to be replaced in the next couple of years and all the logs stacked around the building must be re-stacked/replaced and fire proved.

Financial Impact

The funding comes from the budget line item 5910 Repair & Maintenance 419 Sv Rd.. Currently we are about 30% over budget and this expense will weigh hard on staying in budget

Attachments

- Attachment A: Purchase order 22103
- Attachment B: Purchase order 22104

• Attachment C: quote from Thornton and Irish Electric



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: 22103

10:
4114
THORNTON HEATING
& SHEETMETAL INC
BOX 242
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
06/08/2022	kchoma	kchoma		0	

Quantity	Description		Unit Price	Total
1.00	Starbucks Building Work	01-4194-5910	7,615.00	7,615.00
	<u>.</u>			
				İ
		<u> </u>		
		SH	IPPING & HANDLING	0.00
i			TOTAL PO AMOUNT	7,615.00



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: 22104

To:	Ship to:
2560 IRISH ELECTRIC 403 CHESTNUT ST BELLEVUE ID 83313	CITY OF KETCHUM PO BOX 2315 KETCHUM ID 83340

P. O. Date	Created By	Requested By	Department	Req Number	Terms
06/08/2022	kchoma	kchoma		0	

Quantity	Description		Unit Price	Total
1.00	Starbucks Building Work	01-4194-5910	9,352.00	9,352.00
				'
-			IDDDIC & HANDI DIC	0.00
		SH	IPPING & HANDLING	0.00
		•	TOTAL PO AMOUNT	9,352.00
				L

Authorized Signature

Thornton Heating & Sheetmetal, INC. P.O.Box 242 Ketchum, Idaho 83340 208-726-5520

Estimate

Date	Estimate #	
3/8/2022	1894	

Name / Address	
City of Ketchum	
P.O. Box 2315	
Ketchum, ID, 83340	

Terms	Sales Rep
Net 15	GC
Jo	b Name
4941 Sun Valley Road	

Quantity	Description		Cost	Total
	FURNACE REPLACEMENT			
- 1	State HVAC permit		390.00	390.00
1	Demo and discard fee		460.00	460.00
1	Carrier 96% efficient gas furnace		3,788.00	3,788.00
1	Installation		2,977.00	2,977.00
	OPTION			
	-One Carrier electric fan coil with heat strip	Deduct \$172.00		
	(DOES NOT INCLUDE LINE VOLTAGE ELECTRIC)			
	2			
		, a		

Terms: All material is guaranteed to be as specified. All work to be completed in a professional manner according to standard practices. Any alteration or deviation from the original bid will be an extra charge above the original figure. Estimates are good for 30 days. Any bid constitutes a firm price for work to be done. Budget numbers will be billed on time and material and can exceed or fall short of estimated price.

thorntonheating@hotmail.com

Signature	
	ALL CREDIT CARD PAYMENTS WILL
	HAVE A 3% PROCESSING FEE AS OF
Date:	5/04/2020.
-	

Total

\$7,615.00

INVOICE

IRISH ELECTRIC
403 CHESTNUT ST
BELLEVUE ID 83313
TEL 208-720-5650
LISC# ELE-C-31713
EMAIL kd1486@hotmail.com

2/17/22

INV# 23020

BILL TO:

CITY OF KETCHUM

RE: STARBUCKS BOILER

WORK DESCRIPTION

INSTALL 120 AMP 240 VOLT CIRCUIT TO NEW ELECTRIC BOILER-

\$9,352.00



June 13, 2022

Mayor Bradshaw and City Councilors City of Ketchum Ketchum, Idaho

Mayor Bradshaw and City Councilors:

Recommendation to approve Right-of-Way Encroachment Agreement 22772with Cox Communications for placement of telecommunications infrastructure in the City Right-of-Way

Recommendation and Summary

Staff is recommending the Council approve the attached Encroachment Agreement 22772 and adopt the following motion:

"I move to authorize the Mayor to sign Encroachment Agreement 22772 with Cox Communications."

The reasons for the recommendation are as follows:

• The encroachment will have no impact on pedestrian or public access.

Introduction and History

Cox Communications would like to place an at grade vault in the gravel within the City's right-of-way behind the back of the current sidewalk along Skiway Dr.

City code requires a right-of-way encroachment permit for any permanent encroachment in the public right-of-way. These agreements are intended to help protect the City in the event the proposed encroachments were to ever pose an issue requiring repair of the encroachment or relocation.

<u>Analysis</u>

Staff has reviewed the layout of the proposed utilities. In consideration of future projects and current operations, the proposed new encroachments were determined not to impact public access or maintenance.

Financial Impact

There is no financial impact resulting from approval of this encroachment agreement.

Attachments:

Encroachment Agreement 22772

WHEN RECORDED, PLEASE RETURN TO:

OFFICE OF THE CITY CLERK CITY OF KETCHUM POST OFFICE BOX 2315 KETCHUM, IDAHO 83340

RIGHT-OF-WAY ENCROACHMENT AGREEMENT 22772

THIS AGREEMENT, made and entered into this _____day of ____, 2022, by and between the CITY OF KETCHUM, IDAHO, a municipal corporation ("Ketchum"), whose address is Post Office Box 2315, Ketchum, Idaho and ______, representing Cox Communications, (collectively referred to as "Owner"), whose address is 3031 N 120th St., Omaha, NE 68164.

RECITALS

WHEREAS, Owner wishes to permit placement of a new at grade vault within the right-of-way on Skiway Drive. These improvements are shown in Exhibit "A" attached hereto and incorporated herein (collectively referred to as the "Improvements"); and,

WHEREAS, Ketchum finds that said Improvements will not impede the use of said public right-of-way at this time subject to the terms and provisions of this Agreement;

WHEREAS, the Owner will restore the sidewalk, street, curb and gutter and any landscaping back to the original condition acceptable to the Streets and Facilities Director;

NOW, THEREFORE, in contemplation of the above stated facts and objectives, it is hereby agreed as follows:

TERMS AND CONDITIONS

- 1. Ketchum shall permit Owner to install telecommunications infrastructure identified in Exhibit "A" within the public right-of-way on Skiway Drive, until notified by Ketchum to remove the infrastructure at which time Owner shall remove infrastructure at Owner's expense.
- 2. Owner shall be responsible for the maintenance of said Improvements and shall repair said improvements within 48 hours upon notice from Ketchum that repairs are needed.
- 3. Owner shall be responsible for restoring the sidewalk, curb and gutter and landscaping that is altered due to the construction and installation of the vault, to the satisfaction of the Director of Streets and Facilities.
- 4. In consideration of Ketchum allowing Owner to maintain the Improvements in the public right-of-way, Owner agrees to indemnify and hold harmless Ketchum from and against any and all claims of liability for any injury or damage to any person or property arising from the Improvements constructed, installed and maintained in the public right-of-way. Owner shall further indemnify and hold Ketchum harmless from and against any and all claims arising from any breach or default in the performance of any obligation on Owner's part to be performed

under this Agreement, or arising from any negligence of Owner or Owner's agents, contractors or employees and from and against all costs, attorney's fees, expenses and liabilities incurred in the defense of any such action or proceeding brought thereon. In the event any action or proceeding is brought against Ketchum by reason of such claim, Owner, upon notice from Ketchum, shall defend Ketchum at Owner's expense by counsel satisfactory to Ketchum. Owner, as a material part of the consideration to Ketchum, hereby assumes all risk of damages to property or injury to persons in, upon or about the Improvements constructed, installed and maintained in the public right-of-way arising from the construction, installation and maintenance of said Improvements and Owner hereby waives all claims in respect thereof against Ketchum.

- 5. Ketchum shall not be liable for injury to Owner's business or loss of income therefrom or for damage which may be sustained by the person, goods, wares, merchandise or property of Owner, its tenants, employees, invitees, customers, agents or contractors or any other person in or about the Subject Property caused by or resulting from the Improvements constructed, installed, removed or maintained in the public right-of-way.
- 6. Owner understands and agrees that by maintaining the Improvements in the public right-of-way pursuant to this Agreement, Owner obtains no claim or interest in said public right-of-way which is adverse to that of Ketchum and that Owner obtains no exclusive right to said public right-of-way nor any other right to use the public right-of-way not specifically described herein.
- 7. In the event either party hereto retains an attorney to enforce any of the rights, duties and obligations arising out of this Agreement, the prevailing party shall be entitled to recover from the non-prevailing party reasonable attorney's fees at the trial and appellate levels and, whether or not litigation is actually instituted.
- 8. This Agreement shall be governed by, construed, and enforced in accordance with the laws and decisions of the State of Idaho. Venue shall be in the District Court of the fifth Judicial District of the State of Idaho.
- 9. This Agreement sets forth the entire understanding of the parties hereto and shall not be changed or terminated orally. It is understood and agreed by the parties hereto that there are no verbal promises or implied promises, agreements, stipulations or other representations of any kind or character pertaining to the Improvements maintained in the public right-of-way other than as set forth in this Agreement.
- 10. No presumption shall exist in favor of or against any party to this Agreement as the result of the drafting and preparation of this document.
 - 11. This Agreement shall be recorded with the Blaine County Recorder by Ketchum.
- 12. The parties fully understand all of the provisions of this Agreement, and believe them to be fair, just, adequate, and reasonable, and accordingly accept the provisions of this Agreement freely and voluntarily.

OWNER:	CITY OF KETCHUM:
By:	By: Neil Bradshaw Its: Mayor
STATE OF,) Ss. County of)	
and for said State, personally appeared	2022, before me, the undersigned Notary Public ir, known to me to be the persor cknowledged to me that he executed the same.
IN WITNESS WHEREOF, I have here day and year first above written.	eunto set my hand and affixed my official seal the
	Notary Public for Residing at Commission expires
STATE OF IDAHO)) ss. County of Blaine)	
and for said State, personally appeared NEIL Mayor of the CITY OF KETCHUM, IDAHO	022, before me, the undersigned Notary Public in BRADSHAW, known or identified to me to be the D, and the person who executed the foregoing ation and acknowledged to me that said municipa
IN WITNESS WHEREOF, I have here certificate first above written.	unto set my hand and seal the day and year in this
	Notary Public for Residing at Commission expires

EXHIBIT "A"

COX COMMUNICATIONS

SKIWAY DRIVE PROJECT **APRIL 2022**

CONSTRUCTION NOTES

- 1. ALL CONSTRUCTION SHALL BE IN CONFORMANCE WITH THE MOST CURRENT EDITION OF THE "IDAHO STANDARDS FOR PUBLIC WORKS CONSTRUCTION" (ISPWC) AND CITY OF KETCHUM STANDARDS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING AND KEEPING A COPY OF THE ISPWC AND CITY OF KETCHUM STANDARDS ON SITE DURING
- 2. THE LOCATION OF EXISTING UNDERGROUND UTILITIES ARE SHOWN ON THE PLANS IN AN APPROXIMATE WAY. A SITE SURVEY OF EXISTING UTILITIES WAS NOT CONDUCTED FOR THIS PROJECT. THE CONTRACTOR SHALL BE RESPONSIBLE FOR LOCATING EXISTING UTILITIES PRIOR TO COMMENCING AND DURING THE CONSTRUCTION. THE CONTRACTOR AGREES TO BE FULLY RESPONSIBLE FOR ANY AND ALL DAMAGES WHICH RESULT FROM HIS FAILURE TO ACCURATELY LOCATE AND PRESERVE ANY AND ALL UNDERGROUND UTILITIES. CONTRACTOR SHALL CALL DIGLINE (1-800-342-1585) TO LOCATE ALL EXISTING UNDERGROUND UTILITIES A MINIMUM OF 48 HOURS IN ADVANCE OF EXCAVATION.
- 3. CONTRACTOR SHALL COORDINATE DRY UTILITY FACILITIES IMPACTS AND JOINT TRENCH CONSTRUCTION (POWER, CABLE, PHONE, TV) WITH THE APPROPRIATE UTILITY FRANCHISE.
- 4. THE CONTRACTOR SHALL CLEAN UP THE SITE AFTER CONSTRUCTION SO THAT IT IS IN A CONDITION EQUAL TO OR BETTER THAN THAT WHICH EXISTED PRIOR TO CONSTRUCTION.
- 5. THE CONTRACTOR SHALL OBTAIN ALL NECESSARY PERMITS PRIOR TO CONSTRUCTION (THIS MAY INCLUDE ENCROACHMENT PERMITS AND NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES) CONSTRUCTION GENERAL PERMIT (CGP) PERMIT COVERAGE).
- 6. ALL CLEARING & GRUBBING SHALL CONFORM TO ISPWC SECTION 201.

LIMITS OF WORK

- 7. ALL EXCAVATION & EMBANKMENT SHALL CONFORM TO ISPWC SECTION 202. SUBGRADE SHALL BE EXCAVATED AND SHAPED TO LINE, GRADE, AND CROSS-SECTION SHOWN ON THE PLANS. THE SUBGRADE SHALL BE COMPACTED TO 95% OF MAXIMUM DENSITY AS DETERMINED BY ASTM D-698. THE CONTRACTOR SHALL WATER OR AERATE SUBGRADE AS NECESSARY TO OBTAIN OPTIMUM MOISTURE CONTENT. IN-LIEU OF DENSITY MEASUREMENTS, THE SUBGRADE MAY BE PROOF-ROLLED TO THE APPROVAL OF THE ENGINEER.
- PROOF-ROLLING: AFTER EXCAVATION TO THE SUBGRADE ELEVATION AND PRIOR TO PLACING COURSE GRAVEL, THE CONTRACTOR SHALL PROOF ROLL THE SUBGRADE WITH A 5-TON SMOOTH DRUM ROLLER. LOADED WATER TRUCK, OR LOADED DUMP TRUCK, AS ACCEPTED BY THE ENGINEER. THE CONTRACTOR SHALL IMMEDIATELY NOTIFY THE ENGINEER OF UNSUITABLE SUBGRADE MATERIAL AREAS, AND/OR AREAS NOT CAPABLE OF COMPACTION ACCORDING TO THESE SPECIFICATIONS. UNSUITABLE OR DAMAGED SUBGRADE IS WHEN THE SOIL MOVES, PUMPS AND/OR DISPLACES UNDER ANY TYPE OF PRESSURE INCLUDING FOOT TRAFFIC LOADS.
- IF, IN THE OPINION OF THE ENGINEER, THE CONTRACTOR'S OPERATIONS RESULT IN DAMAGE TO, OR PROTECTION OF, THE SUBGRADE, THE CONTRACTOR SHALL, AT HIS OWN EXPENSE, REPAIR THE DAMAGED SUBGRADE BY OVER-EXCAVATION OF UNSUITABLE MATERIAL TO FIRM SUBSOIL, LINE EXCAVATION WITH GEOTEXTILE FABRIC, AND BACKFILL
- 8. ALL 2" MINUS GRAVEL SHALL CONFORM TO ISPWC 802, TYPE II (ITD STANDARD 703.04, 2"), SHALL BE PLACED IN CONFORMANCE WITH ISPWC SECTION 801 AND COMPACTED PER SECTION 202. MINIMUM COMPACTION OF PLACED MATERIAL SHALL BE 90% OF MAXIMUM LABORATORY DENSITY AS DETERMINED BY AASHTO T-99.
- 9. ALL 3/4" MINUS CRUSHED GRAVEL SHALL CONFORM TO ISPWC 802, TYPE I (ITD STANDARD 703.04, 3/4" B), SHALL BE PLACED IN CONFORMANCE WITH ISPWC SECTION 802 AND COMPACTED PER SECTION 202. MINIMUM COMPACTION OF PLACED MATERIAL SHALL BE 95% OF MAXIMUM LABORATORY DENSITY AS DETERMINED BY AASHTO T-99 OR ITD T-91.
- 10. ALL ASPHALTIC CONCRETE PAVEMENT WORK SHALL CONFORM TO ISPWC SECTION(S) 805, 810, AND 811 FOR CLASS II PAVEMENT. ASPHALT AGGREGATE SHALL BE 1/2" (13MM) NOMINAL SIZE CONFORMING TO TABLE 803B IN ISPWC SECTION 803. ASPHALT BINDER SHALL BE PG 58-28 CONFORMING TO TABLE A-1 IN ISPWC SECTION 805. ASPHALT REPLACEMENT SHALL CONFORM TO CITY OF KETCHUM STANDARD DRAWING NO. 3.
- 11. ASPHALT SAWCUTS SHALL BE AS INDICATED ON THE DRAWINGS, OR 24" INCHES FROM EDGE OF EXISTING ASPHALT, IF NOT INDICATED OTHERWISE SO AS TO PROVIDE A CLEAN PAVEMENT EDGE FOR MATCHING, NO WHEEL CUTTING SHALL BE ALLOWED
- 12. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROVIDING TRAFFIC CONTROL PER THE CURRENT EDITION OF THE US DEPARTMENT OF TRANSPORTATION MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES (MUTCD).
- 13 ALL CONCRETE WORK SHALL CONFORM TO ISPWC SECTIONS 701 703 AND 705 ALL CONCRETE SHALL BE 3 000 PSI MINIMUM 28 DAY AS DEFINED IN ISPWC SECTION 703 TABLE 1 IMMEDIATELY AFTER PLACEMENT PROTECT CONCRETE BY APPLYING MEMBRANE-FORMING CURING COMPOUND, TYPE 2, CLASS A PER ASTM C 309-94. APPLY CURING COMPOUND PER MANUFACTURER'S INSTRUCTIONS AND SPECIFICATIONS. CONCRETE REPLACEMENT SHALL CONFORM TO CITY OF KETCHUM STANDARD DRAWING NO. 7.
- 14. ALL TRENCHING SHALL CONFORM TO CITY OF KETCHUM STANDARD DRAWING NO. 12. TRENCHES SHALL BE BACKFILLED AND COMPACTED TO A MINIMUM OF 95% OF MAXIMUM DENSITY AS DETERMINED BY AASHTO T-99.
- 15.PER IDAHO CODE § 55-1613, THE CONTRACTOR SHALL RETAIN AND PROTECT ALL MONUMENTS, ACCESSORIES TO CORNERS, BENCHMARKS AND POINTS SET IN CONTROL SURVEYS; ALL MONUMENTS, ACCESSORIES TO CORNERS, BENCHMARKS AND POINTS SET IN CONTROL SURVEYS THAT ARE LOST OR DISTURBED BY CONSTRUCTION SHALL BE REESTABLISHED AND RE-MONUMENTED. AT THE EXPENSE OF THE AGENCY OR PERSON CAUSING THEIR LOSS OR DISTURBANCE AT THEIR ORIGINAL LOCATION OR BY SETTING OF A WITNESS CORNER OR REFERENCE POINT OR A REPLACEMENT BENCHMARK OR CONTROL POINT, BY OR UNDER THE DIRECTION OF A PROFESSIONAL LAND SURVEYOR.
- 16. ALL REPAIRS MUST MATCH EXISTING LINES, GRADES, AND DRAINAGE PATTERNS. REPAIR AND REPLACE IN KIND ALL EXISTING FEATURE OR IMPROVEMENTS DAMAGED DURING CONSTRUCTION, INCLUDING LANDSCAPE AND IRRIGATION. ALL REPAIRS SHALL RESULT IN EQUAL OR BETTER QUALITY.
- 17. CONTRACTOR SHALL RESTRICT ALL CONSTRUCTION ACTIVITIES TO WITHIN EXISTING EASEMENTS AND RIGHT-OF-WAY.

18. CONTRACTOR SHALL COMPLETE A CONSTRUCTION MANAGEMENT PLAN CONSISTENT WITH CITY OF KETCHUM STANDARDS.

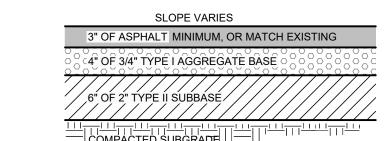
VICINITY MAP SCALE: 1"=500'

GENERAL NOTES

- 1. THE PURPOSE OF THIS PLAN SET IS TO PROVIDE REPAIR DETAILS FOR DISTURBANCES ASSOCIATED WITH THE PROPOSED EXTENTS OF THE NEW COX COMMUNICATIONS LINE. THE ALIGNMENT AND VAULT/PED LOCATIONS SHOWN HEREON ARE PER A MAP BY COX COMMUNICATIONS RECEIVED SEPTEMBER 29, 2021, GALENA ENGINEERING HAS NOT ENGINEERED THE COMMUNICATIONS LINE ALIGNMENT, VAULT/PEDESTAL LOCATIONS, OR
- 2. RIGHT-OF-WAY INFORMATION SHOWN HEREON IS APPROXIMATE PER BLAINE COUNTY GIS.
- 3. POWER, WATER, AND SEWER LOCATIONS ARE APPROXIMATE AND ARE BASED UPON CITY OF KETCHUM MAPS AND IDAHO POWER UTILITY LOCATION MAPS.
- 4. GALENA ENGINEERING INC. HAS NOT RECEIVED A TITLE POLICY FROM THE CLIENT AND HAS NOT BEEN REQUESTED TO OBTAIN ONE. RELEVANT INFORMATION THAT MAY BE CONTAINED WITHIN A TITLE POLICY MAY THEREFORE NOT APPEAR ON THIS MAP AND MAY AFFECT ITEMS SHOWN HEREON. IT IS THE RESPONSIBILITY OF THE CLIENT TO DETERMINE THE SIGNIFICANCE OF THE TITLE POLICY INFORMATION AND DETERMINE WHETHER IT SHOULD BE INCLUDED. IF THE CLIENT DESIRES FOR THE INFORMATION TO BE INCLUDED THEY MUST FURNISH SAID INFORMATION TO GALENA ENGINEERING, INC. AND REQUEST IT BE ADDED TO
- 5. TEMPERATURES FOR PAVING AND PATCH BACK MUST BE 40 DEGREES AND RISING.
- 6. IF THERE IS A MATERIAL CHANGE FROM APPROVED DRAWINGS, PROVIDE AS-BUILT DRAWINGS TO CITY WHEN COMPLETED FOR CITY RECORDS.
- 7. CONSTRUCTION REQUIRED TO MEET APPLICABLE CITY OF KETCHUM'S CONSTRUCTION ACTIVITY STANDARDS INCLUDING:
- -PUBLIC NOTICING -DUST, MUD, SAND, AND GRAVEL CONTROL ON ALL STREETS

PLACED IN THE GRAVEL AT THE BACK OF THE CURRENT SIDEWALK.

- -TEMPORARY RESTROOMS -THE SITE SHALL BE KEPT IN A CLEAN AND ORDERLY CONDITION. -TRASH SHALL BE PICKED UP ON THE SITE AND SURROUNDING AREAS ON A DAILY BASIS, AND MATERIALS SHALL BE STORED IN NEAT TIDY PILES.
- 8 STAGING LOCATION MUST BE COORDINATED WITH THE CITY OF KETCHUM
- 9. CONSTRUCTION HOURS ARE BETWEEN 7:30 AM TO 7:00 PM ON WEEKDAYS AND SATURDAYS, NO CONSTRUCTION IS PERMITTED ON SUNDAYS OR MAJOR HOLIDAYS.
- 10. VAULT PLACEMENT WILL BE OUTSIDE OF THE CURRENT SIDEWALK. THE VAULT WILL BE





TYPICAL STREET ASPHALT SECTION CITY OF KETCHUM STANDARD DRAWING NO. 3

N.T.S.

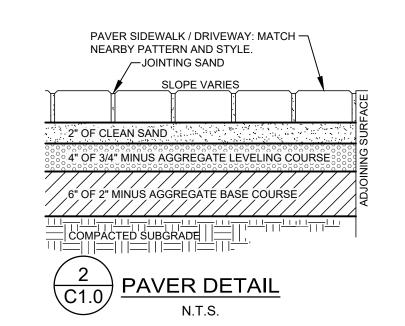
CITY OF KETCHUM- WATER DEPARTMENT NOTE

NO LESS THAN 6 FT OF SEPARATION FROM ALL UTILITY INFRASTRUCTURE. BOTH WATER AND SEWER, IS REQUIRED. 6 FT IS THE DISTANCE REQUIRED FOR BANK LAYBACK NEAR ANY LINES. CONTRACTOR SHALL CONFIRM SEPARATIONS.

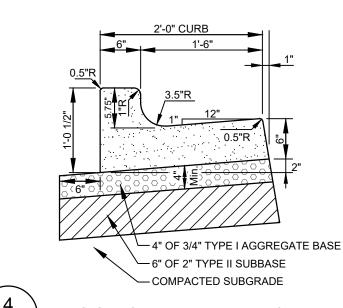
CITY OF KETCHUM- STREET DEPARTMENT NOTES

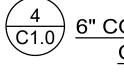
1. MAY 1ST STARTING DATE IS WEATHER DEPENDENT

- 2. DIG PERMIT IS REQUIRED WHICH WILL REQUIRE DETAILED TRAFFIC CONTROL PLAN. 3. SIZE OF PROJECT REQUIRES INCREASED BOND AMOUNT (TO BE DETERMINED). PLEASE PROVIDE A COST ESTIMATE OF STREET REPAIRS REQUIRED FOR PROJECT.
- 4. PUBLIC NOTICE ANNOUNCEMENT IN MOUNTAIN EXPRESS AS WELL AS DOOR KNOCKERS TO THOSE IMPACTED ARE REQUIRED AT LEAST THREE DAYS IN ADVANCE.
- 5. CONTRACTOR NEEDS TO BE ON JOB DAILY UNTIL COMPLETE (WEEKENDS AND HOLIDAYS
- EXCLUDED).
- 6. FLAGGERS WILL BE REQUIRED AT RESIDENTIAL AND BUSINESS ENTRANCES AS NEEDED. THIS WILL NEED TO BE ADDRESSED ON DETAILED TRAFFIC CONTROL PLAN.
- 7. KEEP ONE LANE OPEN ALWAYS UNLESS FULL CLOSURE IS NECESSARY (ACCESS FOR RESIDENTIAL AND BUSINESSES MUST BE MAINTAINED).
- 8. KEEP TRENCHING CUTS STRAIGHT AND NEAT.
- 9. ALL ASPHALT CUTS TO BE SAWCUT AND TWO FEET BACK FROM THE DEEPEST UNDERMINE.
- 10. CONTRACTOR WILL NOT TRENCH MORE THAN CAN BE SLURRIED AND BACKFILLED PER DAY. 11. NO HOLES OPEN OVERNIGHT MORE THAN ONE FOOT DEEP (UNLESS PLATED OR BARRICADED
- PER THE MUTCD). 12. CONTRACTOR IS REQUIRED TO KEEP STREETS CLEAN FROM ROCKS, DIRT, MUD, ETC. DAILY
- 13. STREET DEPARTMENT MUST BE CALLED FOR INSPECTION BEFORE BACK FILL, SLURRY, AND
- 14. KEEP ASPHALT CUT JOINTS OUT OF WHEEL LANES IF POSSIBLE.

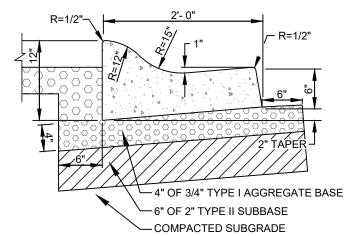


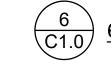
1. CONTRACTOR SHALL REPAIR ALL IN-GROUND HEATING SYSTEMS IF DAMAGED. COORDINATE WITH OWNER PRIOR TO CONSTRUCTION.





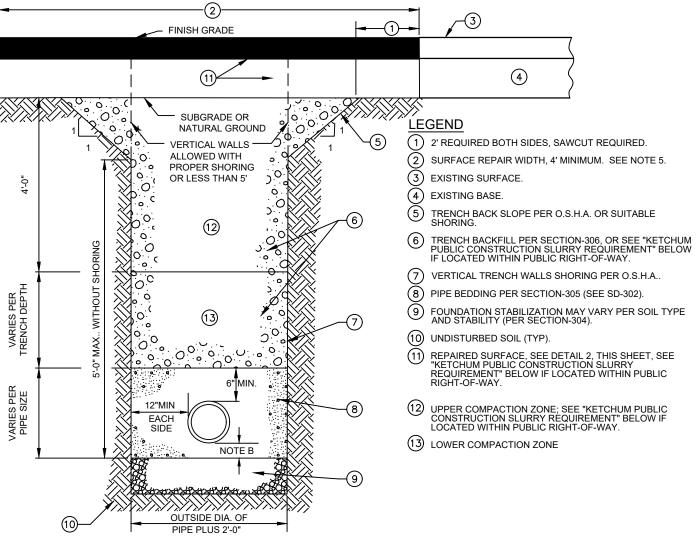
6" CONCRETE VERTICAL **CURB & GUTTER**





6" CONCRETE ROLLED CURB & GUTTER 3" ROLLED CURB NOT PERMITTED

- 1. 1/2-INCH PREFORMED EXPANSION JOINT MATERIAL (AASHTO M 213) AT TERMINAL POINTS OF RADII.
- 2. CONTINUOUS PLACEMENT PREFERRED, SCORE INTERVALS TO MATCH SIDEWALK WITH 10-FEET
- 2. MATERIALS SHALL CONFORM WITH CURRENT ISPWC STANDARDS, DIVISION 800 AGGREGATES AND ASPHALT.



KETCHUM PUBLIC CONSTRUCTION SLURRY REQUIREMENT

IN AREAS WHERE IT IS NECESSARY TO CUIT THE ASPHALT PAVEMENT AND DIG A TRENCH FOR BURIAL OF CONDUIT CABLE OR OTHER CITY UTILITY, THE TRENCH SHALL BE BACKFILLED WITH A LEAN CONCRETE MIX TO THE BOTTOM OF FINISH SURFACE MATERIAL WITH THE

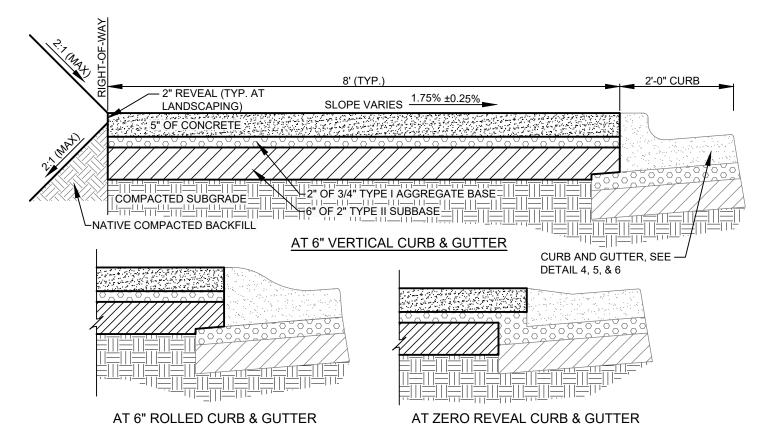
COARSE AGGREGATE (%" MINUS) : 2,600 LBS PORTLAND CEMENT

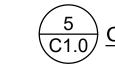
WATER CONTENT IS MAXIMUM AND MAY BE REDUCED DOWNWARD. CARE SHALL BE TAKEN TO ASSURE THAT EXCESS WATER IS NOT PRESENT IN THE MIXING DRUM PRIOR TO CHARGING THE MIXER WITH MATERIALS. THOROUGH MIXING WILL BE REQUIRED PRIOR TO

NO COMPACTION, VIBRATION, OR FINISHING IS REQUIRED. THE LEAN CONCRETE MIX SHALL BE STRUCK OFF AT OR BELOW THE ELEVATION OF THE PLANTMIX SURFACING WITH A SQUARE-NOSE SHOVEL OR SIMILAR HAND TOOL. THE BACKFILL MIX SHALL BE ALLOWED TO SET FOR A MINIMUM OF 2 HOURS BEFORE THE PERMANENT PLANTMIX SURFACING IS PLACED TO COMPLETE THE TRENCH REPAIR. TEMPORARY PLACEMENT OF ASPHALT COLD MIX SURFACING MAY BE NECESSARY TO ACCOMMODATE TRAFFIC WITHIN THE FIRST 2 HOURS OF BACKFILL PLACEMENT PRIOR TO COMPLETING THE PERMANENT REPAIR.

- TRENCH EXCAVATION PER SECTION-301.
- 2. PIPE BEDDING PER SECTION-305.
- 3. BACKFILL AND COMPACTION PER SECTION-306 4. SURFACE REPAIR AND BASE PER DETAIL 3.
- 5. ASPHALT PAVEMENT FOR SURFACE REPAIR SHALL BE IN ACCORDANCE WITH PLANS AND ISPWC SECTIONS 805, 810, AND 811 FOR CLASS II
- PAVEMENT. ASPHALT AGGREGATE SHALL BE ½" (13MM) NOMINAL SIZE CONFORMING TO TABLE 803B IN ISPWC SECTION 803. ASPHALT BINDER SHALL BE PG 58-28 CONFORMING TO TABLE A-1 IN ISPWC SECTION 805.
- 6. IF TRENCH IMPACTS CROWN OF ROADWAY, CROWN MUST BE MAINTAINED AND POSITIVE DRAINAGE PROVIDED. TYPICAL TRENCH

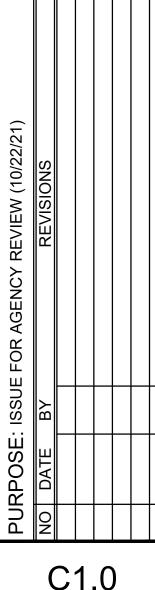






CONCRETE SIDEWALK WITH CURB AND GUTTER CITY OF KETCHUM STANDARD DRAWING NO. 7 N.T.S.

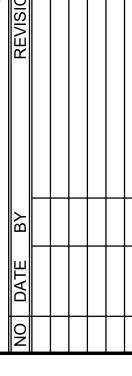
- INSTALL SCORE JOINTS AT INTERVALS TO MATCH WIDTH OF WALK NOT TO EXCEED 5 FEET SPACING IN BOTH THE LONGITUDINAL AND TRANSVERSE DIRECTION FOR SIDEWALK GREATER THAN 5 FEET IN WIDTH. INSTALL EXPANSION JOINTS EVERY 10 FEET IN LONGITUDINAL DIRECTION.
- 2. 1/2" TRANSVERSE PREFORMED BITUMINOUS JOINTS AT THE TERMINUS POINTS FOR CURVE AND WHERE SIDEWALK IS PLACED BETWEEN TWO PERMANENT FOUNDATIONS OR ADJACENT TO THE STRUCTURE, PLACE 1" EXPANSION JOINT MATERIAL ALONG THE BACK OF WALK THE FULL LENGTH.
- 3. SIDEWALK CONSTRUCTION JOINTS SHALL BE CONSTRUCTED APPROXIMATELY $\frac{3}{8}$ " WIDE, $\frac{3}{8}$ " IN DEPTH AND FINISHED AND EDGED SMOOTH. A PREFORMED EXPANSION JOINT FILLER SHALL BE PLACED EVERY 40' FOR NEW SIDEWALK CONSTRUCTION.
- WHEN TRANSITIONING NEW SIDEWALK TO EXISTING, A MINIMUM 5' TRANSITIONAL PANEL SHALL BE SEPARATED AND ISOLATED WITH EXPANSION MATERIAL
- 5. SIDEWALK ALIGNMENT TRANSITIONS SHALL HAVE A MINIMUM RADIUS OF 30' TO THE FACE OF CURB.
- 6. MATERIALS SHALL CONFORM WITH CURRENT ISPWC STANDARDS, DIVISION 800 AGGREGATES AND



DESIGNED BY

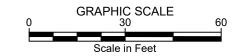
CHECKED BY

DRAWN BY





PLAN VIEW: SKIWAY DR



NOTES

- 1. SEE SHEET C1.0 FOR ADDITIONAL NOTES.
- 2. AERIAL IMAGERY SHOWN HEREON PER GOOGLE EARTH.
- 3. AERIAL IMAGERY MAY NOT SHOW CURRENT CONDITIONS.
- 4. THE PURPOSE OF THIS PLAN SET IS TO PROVIDE REPAIR DETAILS FOR DISTURBANCES ASSOCIATED WITH PROPOSED EXTENTS OF THE NEW JOINT TRENCH COX COMMUNICATIONS LINE. THE ALIGNMENT AND VAULT/PED LOCATIONS SHOWN HEREON ARE PER A MAP BY COX COMMUNICATIONS RECEIVED SEPTEMBER 29, 2021. GALENA ENGINEERING HAS NOT ENGINEERED THE COMMUNICATIONS LINE ALIGNMENT, VAULT/PEDESTAL LOCATIONS, OR VAULT/PEDESTAL DETAILS. SEE DETAILS 1-6, SHEET C1.0 FOR REPAIR DETAILS AS NECESSARY.
- 5. POWER, WATER, AND SEWER LOCATIONS ARE APPROXIMATE AND ARE BASED UPON CITY OF KETCHUM MAPS AND IDAHO POWER UTILITY LOCATION MAPS. COMMUNICATIONS UTILITY LOCATIONS ARE APPROXIMATE BASED UPON A MAP BY COX COMMUNICATIONS RECEIVED SEPTEMBER 29, 2021.
- 6. ALL REPAIRS MUST MATCH EXISTING LINES, GRADES, AND DRAINAGE PATTERNS. DAMAGED LANDSCAPE AND IRRIGATION SHALL BE REPAIRED. CONTRACTOR SHALL REPAIR ALL IN-GROUND HEATING SYSTEMS IF DAMAGED AND COORDINATE WITH OWNER PRIOR TO CONSTRUCTION COMMENCEMENT. ALL REPAIRS SHALL RESULT IN EQUAL OR BETTER QUALITY.
- 7. VAULT PLACEMENT WILL BE OUTSIDE OF THE CURRENT SIDEWALK. THE VAULT WILL BE PLACED IN THE GRAVEL AT THE BACK OF THE CURRENT SIDEWALK.

<u>LEGEND</u>

- PROPERTY LINE PER BLAINE COUNTY GIS

—————— EXISTING BURIED POWER LINE PER IDAHO POWER

EXISTING OVERHEAD POWER LINE PER IDAHO POWER

РВ EXISTING POWER BOX -O-EXISTING POWER POLE

> — EXISTING WATER MAIN EXISTING FIRE HYDRANT EXISTING WATER VALVE

POTENTIAL DISTURBED AREA; MATCH EXISTING LINES, GRADES, AND DRAINAGE PATTERNS

TECHNICAL SPECIFICATIONS **FEATURES** Upgradeable Lightweight/Strong (TIER22) Patented Anti-Slip Technology Grade Level Box BULK (7) Series Anti-Seize Bolt Technology Industry Leader in Anti-Trip Hazard Prevention Superior Fatigue Resistance (EST)™ Vertical and Horizontal Rib Design Embedded Vertical Racking 36"/914 mm depth Reduced Installation Cost Highest Load Rating to Weight Ratio in the Industry **TESTING CRITERIA** Covers meet or exceed: EST[™] 3 Million Cycles Telcordia GR-902-CORE Western Underground Committee Guide 3.6 ANSI/SCTE 77 2013-TIER 22 EN124 Class A15/B125 Bodies meet or exceed: • Telcordia GR-902-CORE Western Underground Committee Guide 3.6 • ANSI/SCTE 77 2013-TIER 22

 $\begin{pmatrix} 1 \\ C2.0 \end{pmatrix}$

VAULT DETAIL N.T.S.

• EN124 Class A15/B125/C250

AASHTO M-306 (H-20/25)

channell.com

AS3996-Class B/C

ASTM-457

EXISTING SEWER MAIN **EXISTING SEWER MANHOLE**

EXISTING COMMUNICATIONS STRUCTURE



June 13, 2022

Mayor Bradshaw and City Councilors City of Ketchum Ketchum, Idaho

Mayor Bradshaw and City Councilors:

Recommendation to approve Right-of-Way Encroachment Agreement 22773 with Idaho Power for underground power lines in the City Right-of-Way.

Recommendation and Summary

Staff is recommending the Council approve the attached Encroachment Agreement 22773 and adopt the following motion:

"I move to authorize the Mayor to sign Encroachment Agreement 22773 with Idaho Power."

The reasons for the recommendation are as follows:

- The new underground power lines will have no impact on pedestrian or public access.
- The encroachment will provide underground power to new construction at 391 N 1st Avenue

Introduction and History

Idaho Power would like to reconstruct approximately 60 ft. of underground power lines to facilitate the removal of a temporary three phase sector cabinet within the Right-of-Way at the Alley between 1st and 2nd Avenue at 4th Street. The reconstructed underground power lines will be placed at 391 N 1st Avenue, providing service to new construction.

City code requires a right-of-way encroachment permit for any permanent encroachment in the public right-of-way. These agreements are intended to help protect the City in the event the proposed encroachments were to ever pose an issue requiring repair or relocation of the encroachment.

Analysis

Engineering and Streets reviewed the layout of the proposed utilities. No new above grade facilities are proposed within the City's ROW. As proposed the project would not impact public access or maintenance.

Financial Impact

There is no financial impact resulting from approval of this encroachment agreement.

Attachments:

Encroachment Agreement 22773

WHEN RECORDED, PLEASE RETURN TO:

OFFICE OF THE CITY CLERK CITY OF KETCHUM POST OFFICE BOX 2315 KETCHUM, IDAHO 83340

RIGHT-OF-WAY ENCROACHMENT AGREEMENT 22773

THIS AGREEMENT, made and entered into this	day of	_, 2022, by and
between the CITY OF KETCHUM, IDAHO, a municipal corporatior	n ("Ketchum"),	whose address
is Post Office Box 2315, Ketchum, Idaho and	, repre	esenting IDAHO
POWER COMPANY, (collectively referred to as "Owner"), whose	address is 12	221 West Idaho
St., Boise, ID 83702.		

RECITALS

WHEREAS, Owner wishes to permit the reconstruction of existing underground power in the right-of-way of the Alley between 1st and 2nd Avenue at 4th Street. These improvements are shown in Exhibit "A" attached hereto and incorporated herein (collectively referred to as the "Improvements"); and,

WHEREAS, Ketchum finds that said Improvements will not impede the use of said public right-of-way at this time subject to the terms and provisions of this Agreement;

WHEREAS, the Owner will restore the alley, sidewalk, street, curb and gutter and any landscaping back to the original condition acceptable to the Streets and Facilities Director;

NOW, THEREFORE, in contemplation of the above stated facts and objectives, it is hereby agreed as follows:

TERMS AND CONDITIONS

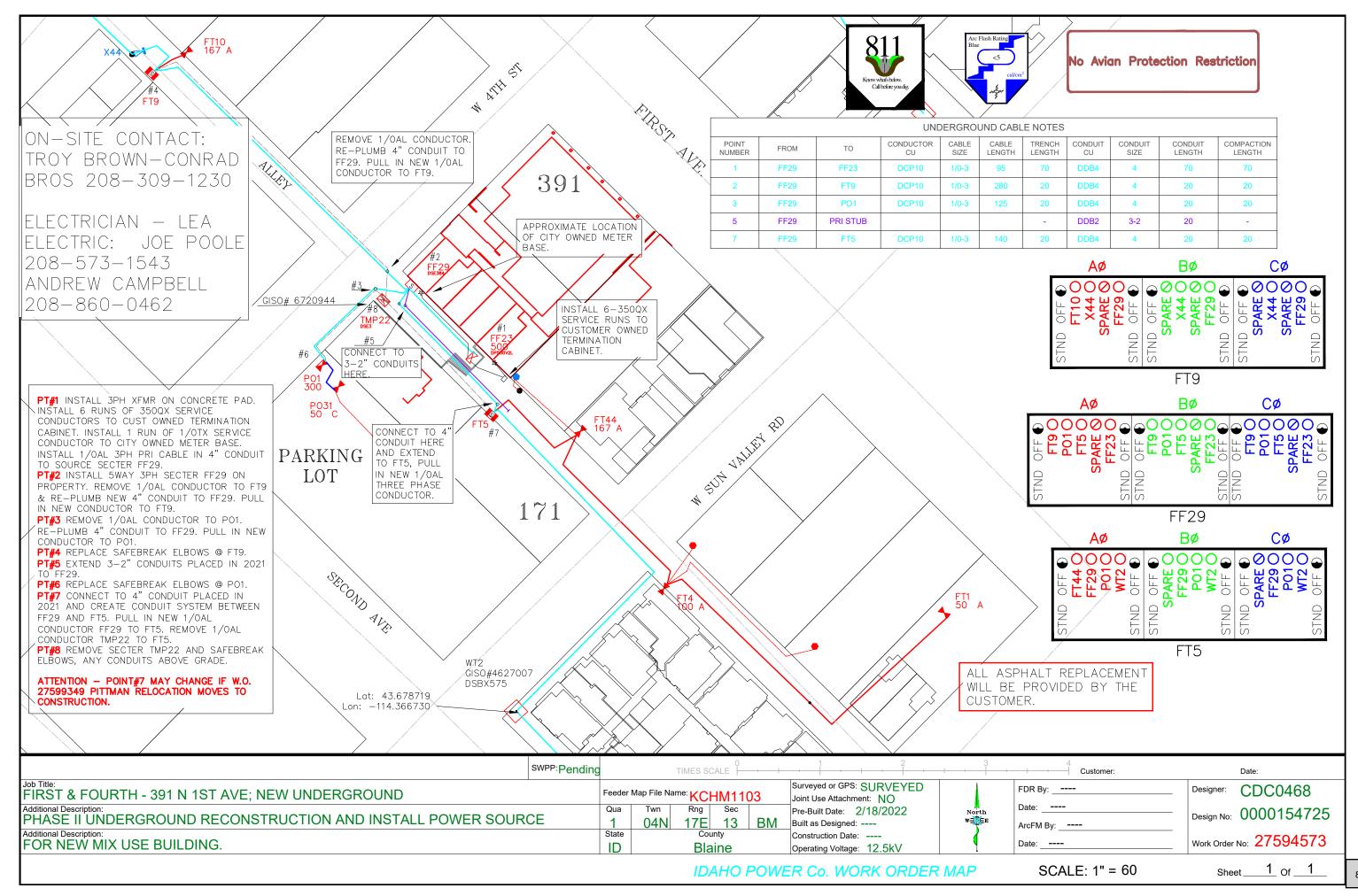
- 1. Ketchum shall permit Owner to install underground power infrastructure identified in Exhibit "A" within the public right-of-way the Alley between 1st and 2nd Avenue at 4th Street, until notified by Ketchum to remove the infrastructure at which time Owner shall remove infrastructure at Owner's expense.
- 2. Owner shall be responsible for the maintenance of said Improvements and shall repair said improvements within 48 hours upon notice from Ketchum that repairs are needed.
- 3. Owner shall be responsible for restoring the alley, sidewalk, curb and gutter and landscaping that is altered due to the construction and installation of the vault, to the satisfaction of the Director of Streets and Facilities.
- 4. In consideration of Ketchum allowing Owner to maintain the Improvements in the public right-of-way, Owner agrees to indemnify and hold harmless Ketchum from and against any and all claims of liability for any injury or damage to any person or property arising from the Improvements constructed, installed and maintained in the public right-of-way. Owner shall further indemnify and hold Ketchum harmless from and against any and all claims arising from any breach or default in the performance of any obligation on Owner's part to be performed under this Agreement, or arising from any negligence of Owner or Owner's agents, contractors

or employees and from and against all costs, attorney's fees, expenses and liabilities incurred in the defense of any such action or proceeding brought thereon. In the event any action or proceeding is brought against Ketchum by reason of such claim, Owner, upon notice from Ketchum, shall defend Ketchum at Owner's expense by counsel satisfactory to Ketchum. Owner, as a material part of the consideration to Ketchum, hereby assumes all risk of damages to property or injury to persons in, upon or about the Improvements constructed, installed and maintained in the public right-of-way arising from the construction, installation and maintenance of said Improvements and Owner hereby waives all claims in respect thereof against Ketchum.

- 5. Ketchum shall not be liable for injury to Owner's business or loss of income therefrom or for damage which may be sustained by the person, goods, wares, merchandise or property of Owner, its tenants, employees, invitees, customers, agents or contractors or any other person in or about the Subject Property caused by or resulting from the Improvements constructed, installed, removed or maintained in the public right-of-way.
- 6. Owner understands and agrees that by maintaining the Improvements in the public right-of-way pursuant to this Agreement, Owner obtains no claim or interest in said public right-of-way which is adverse to that of Ketchum and that Owner obtains no exclusive right to said public right-of-way nor any other right to use the public right-of-way not specifically described herein.
- 7. In the event either party hereto retains an attorney to enforce any of the rights, duties and obligations arising out of this Agreement, the prevailing party shall be entitled to recover from the non-prevailing party reasonable attorney's fees at the trial and appellate levels and, whether or not litigation is actually instituted.
- 8. This Agreement shall be governed by, construed, and enforced in accordance with the laws and decisions of the State of Idaho. Venue shall be in the District Court of the fifth Judicial District of the State of Idaho.
- 9. Subject to Section 13 below, this Agreement sets forth the entire understanding of the parties hereto and shall not be changed or terminated orally. It is understood and agreed by the parties hereto that there are no verbal promises or implied promises, agreements, stipulations or other representations of any kind or character pertaining to the Improvements maintained in the public right-of-way other than as set forth in this Agreement.
- 10. No presumption shall exist in favor of or against any party to this Agreement as the result of the drafting and preparation of this document.
 - 11. This Agreement shall be recorded with the Blaine County Recorder by Ketchum.
- 12. The parties fully understand all the provisions of this Agreement, and believe them to be fair, just, adequate and reasonable, and accordingly accept the provisions of this Agreement freely and voluntarily.
- 13. Notwithstanding any other provision of this Agreement, this Agreement shall be subject in all respects to the terms of the Franchise Agreement between Owner and Ketchum set forth in Ketchum Ordinance No. 1092 adopted by Ketchum on May 7, 2012, as such Franchise Agreement may be amended, extended or replaced by a new franchise agreement in the future ("Franchise Agreement"), and in the event of any conflict or uncertainty between eh terms of this Agreement and the Franchise Agreement, the Franchise Agreement shall control.

OWNER:	CITY OF KETCHUM:
By:	By: Neil Bradshaw Its: Mayor
STATE OF,) ss. County of)	
On this day of, 202 and for said State, personally appearedwho executed the foregoing instrument and ackn	2, before me, the undersigned Notary Public ir, known to me to be the persor owledged to me that he executed the same.
IN WITNESS WHEREOF, I have hereun day and year first above written.	to set my hand and affixed my official seal the
	Notary Public for Residing at Commission expires
STATE OF IDAHO)) ss. County of Blaine)	
On this day of, 2022 and for said State, personally appeared NEIL BR Mayor of the CITY OF KETCHUM, IDAHO, instrument on behalf of said municipal corporation executed the same.	and the person who executed the foregoing
IN WITNESS WHEREOF, I have hereunt certificate first above written.	o set my hand and seal the day and year in this
	Notary Public for Residing at Commission expires

EXHIBIT "A"





June 13, 2022

Mayor Bradshaw and City Councilors City of Ketchum Ketchum, Idaho

Mayor Bradshaw and City Councilors:

Recommendation to approve Right-of-Way Encroachment Agreement 22774 to memorialize a portion of an existing garage with in the City Right-of-Way.

Recommendation and Summary

Staff is recommending Council approve the attached Encroachment Agreement and adopt the following motion:

"I move to authorize the Mayor to sign Encroachment Agreement 22774 with Karen Brown."

The reasons for the recommendation are as follows:

• Documentation of the existing encroachment is required.

Introduction and History

Karen Brown submitted a Right-of-Way Encroachment Permit application to memorialize an existing garage that encroaches into the Right-of-Way by 11.5' or 24 sq ft. at 2215 Warm Springs Road.

Right-of-Way standards were developed to achieve goals of pedestrian mobility, drainage, parking and provide materials that can be reasonably maintained by the city. Because the sidewalk paver materials and snowmelt system cannot be reasonably maintained by the city, the property owner will be responsible for repair and maintenance.

City code requires a right-of-way encroachment permit for any permanent encroachment in the public right-of-way. These agreements are intended to help protect the City in the event the proposed encroachments were to ever pose an issue requiring repair, relocation, or removal of the encroachment.

Analysis

The proposed encroachments were determined not to impact public access or city operations.

Financial Impact

There is no financial impact resulting from approval of this encroachment agreement.

Attachments:

Encroachment Agreement 22774

WHEN RECORDED, PLEASE RETURN TO:

OFFICE OF THE CITY CLERK CITY OF KETCHUM POST OFFICE BOX 2315 KETCHUM, IDAHO 83340

RIGHT-OF-WAY ENCROACHMENT AGREEMENT 22774

THIS AGREEMENT, made and entered into this _____day of ____, 2022, by and between the CITY OF KETCHUM, IDAHO, a municipal corporation ("Ketchum"), whose address is Post Office Box 2315, Ketchum, Idaho and Karen Brown, (collectively referred to as "Owner"), whose address is PO Box 954 Ketchum, Idaho 83340.

RECITALS

WHEREAS, Owner is the owner of real property described as 2215 Warm Springs Road. ("Subject Property"), located within the City of Ketchum, State of Idaho; and

WHEREAS, Owner wishes to memorialize an existing garage that encroaches into the right-of-way on Warm Springs Road. These improvements are shown in Exhibit "A" attached hereto and incorporated herein (collectively referred to as the "Improvements"); and,

WHEREAS, Ketchum finds that said Improvements will not impede the use of said public right-of-way at this time subject to the terms and provisions of this Agreement;

NOW, THEREFORE, in contemplation of the above stated facts and objectives, it is hereby agreed as follows:

TERMS AND CONDITIONS

- 1. Ketchum shall permit Owner to maintain the improvements identified in Exhibit "A" within the public right-of-way of Warm Springs Road, Idaho, until notified by Ketchum to remove the improvements at which time Owner shall remove improvements at Owner's expense.
- 2. Owner shall be responsible for the maintenance of said Improvements. Any modification to the improvements identified in Exhibit "A" shall be approved by the City of Ketchum prior to any modifications taking place.
- 3. In consideration of Ketchum allowing Owner to maintain the Improvements in the public right-of-way, Owner agrees to indemnify and hold harmless Ketchum from and against any and all claims of liability for any injury or damage to any person or property arising from the Improvements constructed, installed and maintained in the public right-of-way. Owner shall further indemnify and hold Ketchum harmless from and against any and all claims arising from any breach or default in the performance of any obligation on Owner's part to be performed under this Agreement, or arising from any negligence of Owner or Owner's agents, contractors or employees and from and against all costs, attorney's fees, expenses and liabilities incurred in the defense of any such action or proceeding brought thereon. In the event any action or proceeding is brought against Ketchum by reason of such claim, Owner, upon notice from

Ketchum, shall defend Ketchum at Owner's expense by counsel satisfactory to Ketchum. Owner, as a material part of the consideration to Ketchum, hereby assumes all risk of damages to property or injury to persons in, upon or about the Improvements constructed, installed and maintained in the public right-of-way arising from the construction, installation and maintenance of said Improvements and Owner hereby waives all claims in respect thereof against Ketchum.

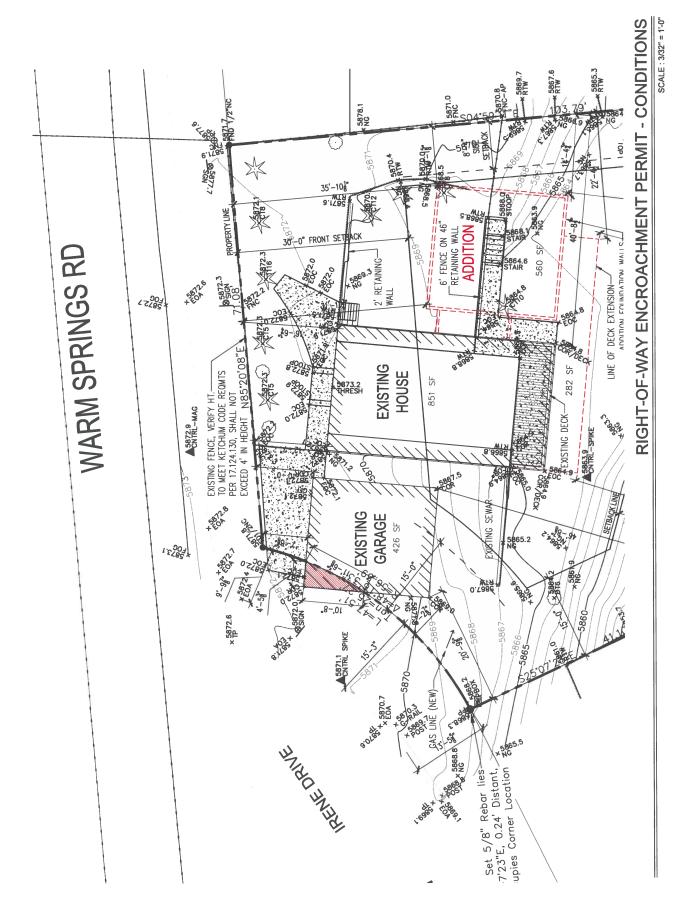
- 4. Ketchum shall not be liable for injury to Owner's business or loss of income therefrom or for damage which may be sustained by the person, goods, wares, merchandise or property of Owner, its tenants, employees, invitees, customers, agents or contractors or any other person in or about the Subject Property caused by or resulting from the Improvements constructed, installed, removed or maintained in the public right-of-way.
- 5. Owner understands and agrees that by maintaining the Improvements in the public right-of-way pursuant to this Agreement, Owner obtains no claim or interest in said public right-of-way which is adverse to that of Ketchum and that Owner obtains no exclusive right to said public right-of-way nor any other right to use the public right-of-way not specifically described herein.
- 6. This Agreement shall be a covenant running with the Subject Property and the terms and provisions hereof shall inure to the benefit of and be binding upon the parties and the respective heirs, personal representatives, successors and assigns of the parties hereof.
- 7. In the event either party hereto retains an attorney to enforce any of the rights, duties and obligations arising out of this Agreement, the prevailing party shall be entitled to recover from the non-prevailing party reasonable attorney's fees at the trial and appellate levels and, whether or not litigation is actually instituted.
- 8. This Agreement shall be governed by, construed, and enforced in accordance with the laws and decisions of the State of Idaho. Venue shall be in the District Court of the fifth Judicial District of the State of Idaho.
- 9. This Agreement sets forth the entire understanding of the parties hereto, and shall not be changed or terminated orally. It is understood and agreed by the parties hereto that there are no verbal promises or implied promises, agreements, stipulations or other representations of any kind or character pertaining to the Improvements maintained in the public right-of-way other than as set forth in this Agreement.
- 10. No presumption shall exist in favor of or against any party to this Agreement as the result of the drafting and preparation of this document.
 - 11. This Agreement shall be recorded with the Blaine County Recorder by Ketchum.
- 12. The parties fully understand all of the provisions of this Agreement, and believe them to be fair, just, adequate and reasonable, and accordingly accept the provisions of this Agreement freely and voluntarily.

OWNER:	CITY OF KETCHUM:
By:	By: Neil Bradshaw
Peter Davis	Neil Bradshaw Its: Mayor
By: Kristiann Schoening	
STATE OF,)	
County of)	
and for said State, personally appeared Polidentified to me to be the owner(s) of 140 Ede	022, before me, the undersigned Notary Public in eter Davis and Kristiann Schoening, known or lweiss Ave, a person who executed the foregoing mpany and acknowledged to me that said limited
IN WITNESS WHEREOF, I have here day and year first above written.	unto set my hand and affixed my official seal the
	Notary Public for
	Residing at Commission expires
By: Peter Davis	
By: Kristiann Schoening	
STATE OF IDAHO)) ss. County of Blaine)	
and for said State, personally appeared NEIL Mayor of the CITY OF KETCHUM, IDAHO	22, before me, the undersigned Notary Public in BRADSHAW, known or identified to me to be the , and the person who executed the foregoing ation and acknowledged to me that said municipal
IN WITNESS WHEREOF, I have hereucertificate first above written.	into set my hand and seal the day and year in this
	Notary Public for Residing at Commission expires

EXHIBIT "A"

ROW ENCROACHMENT PERMIT MAY 02, 2022

ISSUE DATE





June 13, 2022

Mayor Bradshaw and City Councilors City of Ketchum Ketchum, Idaho

Mayor Bradshaw and City Councilors:

Recommendation to approve Right-of-Way Encroachment Agreement 22775 with Idaho Power for underground power lines in the City Right-of-Way.

Recommendation and Summary

Staff is recommending the Council approve the attached Encroachment Agreement 22775 and adopt the following motion:

"I move to authorize the Mayor to sign Encroachment Agreement 22775 with Idaho Power."

The reasons for the recommendation are as follows:

- The new underground power lines will have no impact on pedestrian or public access.
- The encroachment will provide underground power to 151 Emerald Street.

Introduction and History

Idaho Power would like to bore 30' of new conduit and conductors across Emerald Street, and then trench 190' of new conduit and conductors in the shoulder on the south side of Emerald Street to install a new padmount transformer on private property at 151 Emerald Street

City code requires a right-of-way encroachment permit for any permanent encroachment in the public right-of-way. These agreements are intended to help protect the City in the event the proposed encroachments were to ever pose an issue requiring repair or relocation of the encroachment.

<u>Analysis</u>

Engineering and Streets reviewed the layout of the proposed utilities. No new above grade facilities are proposed within the City's ROW. As proposed the project would not impact public access or maintenance.

Financial Impact

There is no financial impact resulting from approval of this encroachment agreement.

Attachments:

Encroachment Agreement 22775

WHEN RECORDED, PLEASE RETURN TO:

OFFICE OF THE CITY CLERK CITY OF KETCHUM POST OFFICE BOX 2315 KETCHUM, IDAHO 83340

RIGHT-OF-WAY ENCROACHMENT AGREEMENT 22775

THIS AGREEMENT, made and entered into this	_day of	_, 2022, by and
between the CITY OF KETCHUM, IDAHO, a municipal corporation ("h	Ketchum"),	whose address
is Post Office Box 2315, Ketchum, Idaho and	, repre	esenting IDAHO
POWER COMPANY, (collectively referred to as "Owner"), whose ad	dress is 12	221 West Idaho
St., Boise, ID 83702.		

RECITALS

WHEREAS, Owner wishes to permit placement of underground power conduit and conductors in the right-of-way Emerald Street. These improvements are shown in Exhibit "A" attached hereto and incorporated herein (collectively referred to as the "Improvements"); and,

WHEREAS, Ketchum finds that said Improvements will not impede the use of said public right-of-way at this time subject to the terms and provisions of this Agreement;

WHEREAS, the Owner will restore the sidewalk, street, curb and gutter and any landscaping back to the original condition acceptable to the Streets and Facilities Director;

NOW, THEREFORE, in contemplation of the above stated facts and objectives, it is hereby agreed as follows:

TERMS AND CONDITIONS

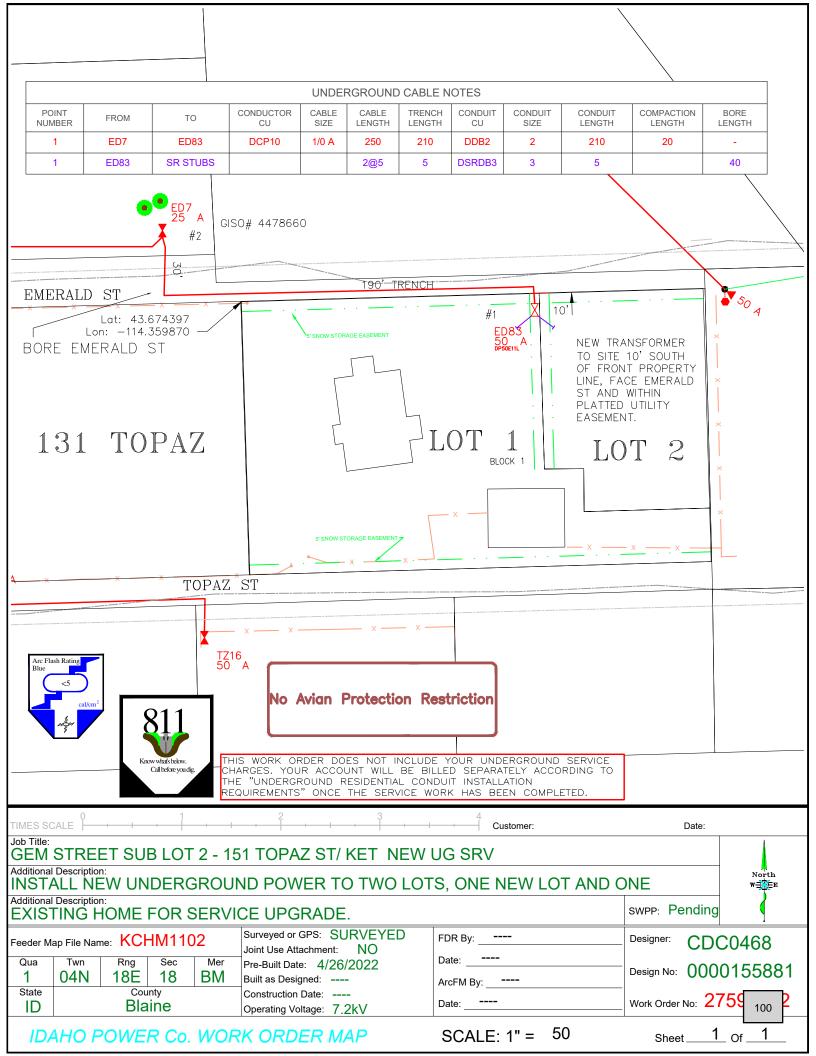
- 1. Ketchum shall permit Owner to install underground power infrastructure identified in Exhibit "A" within the public right-of-way on Emerald Street, until notified by Ketchum to remove the infrastructure at which time Owner shall remove infrastructure at Owner's expense.
- 2. Owner shall be responsible for the maintenance of said Improvements and shall repair said improvements within 48 hours upon notice from Ketchum that repairs are needed.
- 3. Owner shall be responsible for restoring the sidewalk, curb and gutter and landscaping that is altered due to the construction and installation of the vault, to the satisfaction of the Director of Streets and Facilities.
- 4. In consideration of Ketchum allowing Owner to maintain the Improvements in the public right-of-way, Owner agrees to indemnify and hold harmless Ketchum from and against any and all claims of liability for any injury or damage to any person or property arising from the Improvements constructed, installed and maintained in the public right-of-way. Owner shall further indemnify and hold Ketchum harmless from and against any and all claims arising from any breach or default in the performance of any obligation on Owner's part to be performed under this Agreement, or arising from any negligence of Owner or Owner's agents, contractors or employees and from and against all costs, attorney's fees, expenses and liabilities incurred in the defense of any such action or proceeding brought thereon. In the event any action or

proceeding is brought against Ketchum by reason of such claim, Owner, upon notice from Ketchum, shall defend Ketchum at Owner's expense by counsel satisfactory to Ketchum. Owner, as a material part of the consideration to Ketchum, hereby assumes all risk of damages to property or injury to persons in, upon or about the Improvements constructed, installed and maintained in the public right-of-way arising from the construction, installation and maintenance of said Improvements and Owner hereby waives all claims in respect thereof against Ketchum.

- 5. Ketchum shall not be liable for injury to Owner's business or loss of income therefrom or for damage which may be sustained by the person, goods, wares, merchandise or property of Owner, its tenants, employees, invitees, customers, agents or contractors or any other person in or about the Subject Property caused by or resulting from the Improvements constructed, installed, removed or maintained in the public right-of-way.
- 6. Owner understands and agrees that by maintaining the Improvements in the public right-of-way pursuant to this Agreement, Owner obtains no claim or interest in said public right-of-way which is adverse to that of Ketchum and that Owner obtains no exclusive right to said public right-of-way nor any other right to use the public right-of-way not specifically described herein.
- 7. In the event either party hereto retains an attorney to enforce any of the rights, duties and obligations arising out of this Agreement, the prevailing party shall be entitled to recover from the non-prevailing party reasonable attorney's fees at the trial and appellate levels and, whether or not litigation is actually instituted.
- 8. This Agreement shall be governed by, construed, and enforced in accordance with the laws and decisions of the State of Idaho. Venue shall be in the District Court of the fifth Judicial District of the State of Idaho.
- 9. Subject to Section 13 below, this Agreement sets forth the entire understanding of the parties hereto and shall not be changed or terminated orally. It is understood and agreed by the parties hereto that there are no verbal promises or implied promises, agreements, stipulations or other representations of any kind or character pertaining to the Improvements maintained in the public right-of-way other than as set forth in this Agreement.
- 10. No presumption shall exist in favor of or against any party to this Agreement as the result of the drafting and preparation of this document.
 - 11. This Agreement shall be recorded with the Blaine County Recorder by Ketchum.
- 12. The parties fully understand all the provisions of this Agreement, and believe them to be fair, just, adequate and reasonable, and accordingly accept the provisions of this Agreement freely and voluntarily.
- 13. Notwithstanding any other provision of this Agreement, this Agreement shall be subject in all respects to the terms of the Franchise Agreement between Owner and Ketchum set forth in Ketchum Ordinance No. 1092 adopted by Ketchum on May 7, 2012, as such Franchise Agreement may be amended, extended or replaced by a new franchise agreement in the future ("Franchise Agreement"), and in the event of any conflict or uncertainty between eh terms of this Agreement and the Franchise Agreement, the Franchise Agreement shall control.

OWNER:	CITY OF KETCHUM:
Ву:	By: Neil Bradshaw Its: Mayor
STATE OF,)) ss. County of)	
On this day of, 2022, and for said State, personally appearedwho executed the foregoing instrument and acknowledge.	, before me, the undersigned Notary Public ir, known to me to be the persor wledged to me that he executed the same.
IN WITNESS WHEREOF, I have hereunto day and year first above written.	set my hand and affixed my official seal the
	Notary Public for Residing at Commission expires
STATE OF IDAHO)) ss. County of Blaine)	
On this day of, 2022, and for said State, personally appeared NEIL BRAMayor of the CITY OF KETCHUM, IDAHO, ar nstrument on behalf of said municipal corporation corporation executed the same.	nd the person who executed the foregoing
IN WITNESS WHEREOF, I have hereunto certificate first above written.	set my hand and seal the day and year in this
	Notary Public for Residing at Commission expires

EXHIBIT "A"





June 13, 2022

Mayor Bradshaw and City Councilors City of Ketchum Ketchum, Idaho

Mayor Bradshaw and City Councilors:

Recommendation to approve Right-of-Way Encroachment Agreement 22776 with Cox Communications for placement of telecommunications infrastructure within the City Right-of-Way

Recommendation and Summary

Staff is recommending the Council approve the attached Encroachment Agreement 22776 and adopt the following motion:

"I move to authorize the Mayor to sign Encroachment Agreement 22776 with Cox Communications."

The reasons for the recommendation are as follows:

• The encroachment will have no impact on pedestrian or public access.

Introduction and History

Cox Communications would like to set a new vault with a traffic rated lid in a parking stall and replace an existing pedestal located in the right-of-way along Leadville Avenue.

City code requires a right-of-way encroachment permit for any permanent encroachment in the public right-of-way. These agreements are intended to help protect the City in the event the proposed encroachments were to ever pose an issue requiring repair of the encroachment or relocation.

<u>Analysis</u>

Staff has reviewed the layout of the proposed utilities. In consideration of future projects and current operations, the proposed new encroachments were determined not to impact public access or maintenance.

<u>Financial Impact</u>

There is no financial impact resulting from approval of this encroachment agreement.

Attachments:

Encroachment Agreement 22776

WHEN RECORDED, PLEASE RETURN TO:

OFFICE OF THE CITY CLERK CITY OF KETCHUM POST OFFICE BOX 2315 KETCHUM, IDAHO 83340

RIGHT-OF-WAY ENCROACHMENT AGREEMENT 22776

THIS AGREEMENT, made and entered into this _____day of ____, 2022, by and between the CITY OF KETCHUM, IDAHO, a municipal corporation ("Ketchum"), whose address is Post Office Box 2315, Ketchum, Idaho and ______, representing Cox Communications, (collectively referred to as "Owner"), whose address is 3031 N 120th St., Omaha, NE 68164.

RECITALS

WHEREAS, Owner wishes to permit placement of a new telecommunications vault and replace an existing pedestal on Leadville Avenue. These improvements are shown in Exhibit "A" attached hereto and incorporated herein (collectively referred to as the "Improvements"); and,

WHEREAS, Ketchum finds that said Improvements will not impede the use of said public right-of-way at this time subject to the terms and provisions of this Agreement;

WHEREAS, the Owner will restore the sidewalk, street, curb and gutter and any landscaping back to the original condition acceptable to the Streets and Facilities Director;

NOW, THEREFORE, in contemplation of the above stated facts and objectives, it is hereby agreed as follows:

TERMS AND CONDITIONS

- 1. Ketchum shall permit Owner to install telecommunications infrastructure identified in Exhibit "A" within the public right-of-way on Leadville Avenue, until notified by Ketchum to remove the infrastructure at which time Owner shall remove infrastructure at Owner's expense.
- 2. Owner shall be responsible for the maintenance of said Improvements and shall repair said improvements within 48 hours upon notice from Ketchum that repairs are needed.
- 3. Owner shall be responsible for restoring the sidewalk, curb and gutter and landscaping that is altered due to the construction and installation of the vault, to the satisfaction of the Director of Streets and Facilities.
- 4. In consideration of Ketchum allowing Owner to maintain the Improvements in the public right-of-way, Owner agrees to indemnify and hold harmless Ketchum from and against any and all claims of liability for any injury or damage to any person or property arising from the Improvements constructed, installed and maintained in the public right-of-way. Owner shall further indemnify and hold Ketchum harmless from and against any and all claims arising from any breach or default in the performance of any obligation on Owner's part to be performed

under this Agreement, or arising from any negligence of Owner or Owner's agents, contractors or employees and from and against all costs, attorney's fees, expenses and liabilities incurred in the defense of any such action or proceeding brought thereon. In the event any action or proceeding is brought against Ketchum by reason of such claim, Owner, upon notice from Ketchum, shall defend Ketchum at Owner's expense by counsel satisfactory to Ketchum. Owner, as a material part of the consideration to Ketchum, hereby assumes all risk of damages to property or injury to persons in, upon or about the Improvements constructed, installed and maintained in the public right-of-way arising from the construction, installation and maintenance of said Improvements and Owner hereby waives all claims in respect thereof against Ketchum.

- 5. Ketchum shall not be liable for injury to Owner's business or loss of income therefrom or for damage which may be sustained by the person, goods, wares, merchandise or property of Owner, its tenants, employees, invitees, customers, agents or contractors or any other person in or about the Subject Property caused by or resulting from the Improvements constructed, installed, removed or maintained in the public right-of-way.
- 6. Owner understands and agrees that by maintaining the Improvements in the public right-of-way pursuant to this Agreement, Owner obtains no claim or interest in said public right-of-way which is adverse to that of Ketchum and that Owner obtains no exclusive right to said public right-of-way nor any other right to use the public right-of-way not specifically described herein.
- 7. In the event either party hereto retains an attorney to enforce any of the rights, duties and obligations arising out of this Agreement, the prevailing party shall be entitled to recover from the non-prevailing party reasonable attorney's fees at the trial and appellate levels and, whether or not litigation is actually instituted.
- 8. This Agreement shall be governed by, construed, and enforced in accordance with the laws and decisions of the State of Idaho. Venue shall be in the District Court of the fifth Judicial District of the State of Idaho.
- 9. This Agreement sets forth the entire understanding of the parties hereto and shall not be changed or terminated orally. It is understood and agreed by the parties hereto that there are no verbal promises or implied promises, agreements, stipulations or other representations of any kind or character pertaining to the Improvements maintained in the public right-of-way other than as set forth in this Agreement.
- 10. No presumption shall exist in favor of or against any party to this Agreement as the result of the drafting and preparation of this document.
 - 11. This Agreement shall be recorded with the Blaine County Recorder by Ketchum.
- 12. The parties fully understand all of the provisions of this Agreement, and believe them to be fair, just, adequate, and reasonable, and accordingly accept the provisions of this Agreement freely and voluntarily.

OWNER:	CITY OF KETCHUM:
By:	By: Neil Bradshaw Its: Mayor
STATE OF,)) ss. County of)	
On this day of, 2022 and for said State, personally appeared who executed the foregoing instrument and ackno	, before me, the undersigned Notary Public in, known to me to be the person wledged to me that he executed the same.
IN WITNESS WHEREOF, I have hereunto day and year first above written.	set my hand and affixed my official seal the
	Notary Public for Residing at Commission expires
STATE OF IDAHO)) ss. County of Blaine)	
On this day of, 2022, and for said State, personally appeared NEIL BRAMayor of the CITY OF KETCHUM, IDAHO, an instrument on behalf of said municipal corporation corporation executed the same.	nd the person who executed the foregoing
IN WITNESS WHEREOF, I have hereunto certificate first above written.	set my hand and seal the day and year in this
	Notary Public for Residing at Commission expires

EXHIBIT "A"

COX COMMUNICATIONS

1ST STREET, ALPINE LANE TO LEADVILLE AVENUE PROJECT **APRIL 2022**

CONSTRUCTION NOTES

- L. ALL CONSTRUCTION SHALL BE IN CONFORMANCE WITH THE MOST CURRENT EDITION OF THE "IDAHO STANDARDS FOR PUBLIC WORKS CONSTRUCTION" (ISPWC) AND CITY OF KETCHUM STANDARDS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING AND KEEPING A COPY OF THE ISPWC AND CITY OF KETCHUM STANDARDS ON SITE DURING
- 2. THE LOCATION OF EXISTING UNDERGROUND UTILITIES ARE SHOWN ON THE PLANS IN AN APPROXIMATE WAY. A SITE SURVEY OF EXISTING UTILITIES WAS NOT CONDUCTED FOR THIS PROJECT. THE CONTRACTOR SHALL BE RESPONSIBLE FOR LOCATING EXISTING UTILITIES PRIOR TO COMMENCING AND DURING THE CONSTRUCTION. THE CONTRACTOR AGREES TO BE FULLY RESPONSIBLE FOR ANY AND ALL DAMAGES WHICH RESULT FROM HIS FAILURE TO ACCURATELY LOCATE AND PRESERVE ANY AND ALL UNDERGROUND UTILITIES. CONTRACTOR SHALL CALL DIGLINE (1-800-342-1585) TO LOCATE ALL EXISTING UNDERGROUND UTILITIES A MINIMUM OF 48 HOURS IN ADVANCE OF EXCAVATION.
- 3. CONTRACTOR SHALL COORDINATE DRY UTILITY FACILITIES IMPACTS AND JOINT TRENCH CONSTRUCTION (POWER, CABLE, PHONE, TV) WITH THE APPROPRIATE UTILITY FRANCHISE.
- 4. THE CONTRACTOR SHALL CLEAN UP THE SITE AFTER CONSTRUCTION SO THAT IT IS IN A CONDITION EQUAL TO OR BETTER THAN THAT WHICH EXISTED PRIOR TO CONSTRUCTION.
- 5. THE CONTRACTOR SHALL OBTAIN ALL NECESSARY PERMITS PRIOR TO CONSTRUCTION (THIS MAY INCLUDE ENCROACHMENT PERMITS AND NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES) CONSTRUCTION GENERAL PERMIT (CGP) PERMIT COVERAGE).
- 6. ALL CLEARING & GRUBBING SHALL CONFORM TO ISPWC SECTION 201.
- 7. ALL EXCAVATION & EMBANKMENT SHALL CONFORM TO ISPWC SECTION 202. SUBGRADE SHALL BE EXCAVATED AND SHAPED TO LINE, GRADE, AND CROSS-SECTION SHOWN ON THE PLANS. THE SUBGRADE SHALL BE COMPACTED TO 95% OF MAXIMUM DENSITY AS DETERMINED BY ASTM D-698. THE CONTRACTOR SHALL WATER OR AERATE SUBGRADE AS NECESSARY TO OBTAIN OPTIMUM MOISTURE CONTENT. IN-LIEU OF DENSITY MEASUREMENTS, THE SUBGRADE MAY BE PROOF-ROLLED TO THE APPROVAL OF THE ENGINEER.
- PROOF-ROLLING: AFTER EXCAVATION TO THE SUBGRADE ELEVATION AND PRIOR TO PLACING COURSE GRAVEL, THE CONTRACTOR SHALL PROOF ROLL THE SUBGRADE WITH A 5-TON SMOOTH DRUM ROLLER. LOADED WATER TRUCK, OR LOADED DUMP TRUCK, AS ACCEPTED BY THE ENGINEER. THE CONTRACTOR SHALL IMMEDIATELY NOTIFY THE ENGINEER OF UNSUITABLE SUBGRADE MATERIAL AREAS, AND/OR AREAS NOT CAPABLE OF COMPACTION ACCORDING TO THESE SPECIFICATIONS. UNSUITABLE OR DAMAGED SUBGRADE IS WHEN THE SOIL MOVES, PUMPS AND/OR DISPLACES UNDER ANY TYPE OF PRESSURE INCLUDING FOOT TRAFFIC LOADS.
- IF, IN THE OPINION OF THE ENGINEER, THE CONTRACTOR'S OPERATIONS RESULT IN DAMAGE TO, OR PROTECTION OF, THE SUBGRADE, THE CONTRACTOR SHALL, AT HIS OWN EXPENSE, REPAIR THE DAMAGED SUBGRADE BY OVER-EXCAVATION OF UNSUITABLE MATERIAL TO FIRM SUBSOIL, LINE EXCAVATION WITH GEOTEXTILE FABRIC, AND BACKFILL
- 8. ALL 2" MINUS GRAVEL SHALL CONFORM TO ISPWC 802, TYPE II (ITD STANDARD 703.04, 2"), SHALL BE PLACED IN CONFORMANCE WITH ISPWC SECTION 801 AND COMPACTED PER SECTION 202. MINIMUM COMPACTION OF PLACED MATERIAL SHALL BE 90% OF MAXIMUM LABORATORY DENSITY AS DETERMINED BY AASHTO T-99.
- 9. ALL 3/4" MINUS CRUSHED GRAVEL SHALL CONFORM TO ISPWC 802, TYPE I (ITD STANDARD 703.04, 3/4" B), SHALL BE PLACED IN CONFORMANCE WITH ISPWC SECTION 802 AND
- 10. ALL ASPHALTIC CONCRETE PAVEMENT WORK SHALL CONFORM TO ISPWC SECTION(S) 805, 810, AND 811 FOR CLASS II PAVEMENT. ASPHALT AGGREGATE SHALL BE 1/2" (13MM) NOMINAL SIZE CONFORMING TO TABLE 803B IN ISPWC SECTION 803. ASPHALT BINDER SHALL BE PG 58-28 CONFORMING TO TABLE A-1 IN ISPWC SECTION 805. ASPHALT REPLACEMENT SHALL CONFORM TO CITY OF KETCHUM STANDARD DRAWING NO. 3.

COMPACTED PER SECTION 202. MINIMUM COMPACTION OF PLACED MATERIAL SHALL BE 95% OF MAXIMUM LABORATORY DENSITY AS DETERMINED BY AASHTO T-99 OR ITD T-91.

- 11. ASPHALT SAWCUTS SHALL BE AS INDICATED ON THE DRAWINGS, OR 24" INCHES FROM EDGE OF EXISTING ASPHALT, IF NOT INDICATED OTHERWISE SO AS TO PROVIDE A CLEAN PAVEMENT EDGE FOR MATCHING, NO WHEEL CUTTING SHALL BE ALLOWED
- 12. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROVIDING TRAFFIC CONTROL PER THE CURRENT EDITION OF THE US DEPARTMENT OF TRANSPORTATION MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES (MUTCD).
- 13 ALL CONCRETE WORK SHALL CONFORM TO ISPWC SECTIONS 701 703 AND 705 ALL CONCRETE SHALL BE 3 000 PSI MINIMUM 28 DAY AS DEFINED IN ISPWC SECTION 703 TABLE 1 IMMEDIATELY AFTER PLACEMENT PROTECT CONCRETE BY APPLYING MEMBRANE-FORMING CURING COMPOUND, TYPE 2, CLASS A PER ASTM C 309-94. APPLY CURING COMPOUND PER MANUFACTURER'S INSTRUCTIONS AND SPECIFICATIONS. CONCRETE REPLACEMENT SHALL CONFORM TO CITY OF KETCHUM STANDARD DRAWING NO. 7.
- 14. ALL TRENCHING SHALL CONFORM TO CITY OF KETCHUM STANDARD DRAWING NO. 12. TRENCHES SHALL BE BACKFILLED AND COMPACTED TO A MINIMUM OF 95% OF MAXIMUM DENSITY AS DETERMINED BY AASHTO T-99.
- 15.PER IDAHO CODE § 55-1613, THE CONTRACTOR SHALL RETAIN AND PROTECT ALL MONUMENTS, ACCESSORIES TO CORNERS, BENCHMARKS AND POINTS SET IN CONTROL SURVEYS; ALL MONUMENTS, ACCESSORIES TO CORNERS, BENCHMARKS AND POINTS SET IN CONTROL SURVEYS THAT ARE LOST OR DISTURBED BY CONSTRUCTION SHALL BE REESTABLISHED AND RE-MONUMENTED. AT THE EXPENSE OF THE AGENCY OR PERSON CAUSING THEIR LOSS OR DISTURBANCE AT THEIR ORIGINAL LOCATION OR BY SETTING OF A WITNESS CORNER. OR REFERENCE POINT OR A REPLACEMENT BENCHMARK OR CONTROL POINT, BY OR UNDER THE DIRECTION OF A PROFESSIONAL LAND SURVEYOR.
- 16. ALL REPAIRS MUST MATCH EXISTING LINES, GRADES, AND DRAINAGE PATTERNS. REPAIR AND REPLACE IN KIND ALL EXISTING FEATURE OR IMPROVEMENTS DAMAGED DURING CONSTRUCTION, INCLUDING LANDSCAPE AND IRRIGATION. ALL REPAIRS SHALL RESULT IN EQUAL OR BETTER QUALITY.
- 17. CONTRACTOR SHALL RESTRICT ALL CONSTRUCTION ACTIVITIES TO WITHIN EXISTING EASEMENTS AND RIGHT-OF-WAY.

18. CONTRACTOR SHALL COMPLETE A CONSTRUCTION MANAGEMENT PLAN CONSISTENT WITH CITY OF KETCHUM STANDARDS.

VICINITY MAP SCALE: 1"=500'

GENERAL NOTES

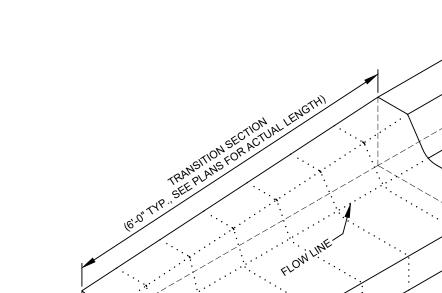
- 1. THE PURPOSE OF THIS PLAN SET IS TO PROVIDE REPAIR DETAILS FOR DISTURBANCES ASSOCIATED WITH THE PROPOSED EXTENTS OF THE NEW COX COMMUNICATIONS LINE. THE ALIGNMENT AND VAULT/PED LOCATIONS SHOWN HEREON ARE PER A MAP BY COX COMMUNICATIONS RECEIVED SEPTEMBER 29, 2021, GALENA ENGINEERING HAS NOT ENGINEERED THE COMMUNICATIONS LINE ALIGNMENT, VAULT/PEDESTAL LOCATIONS, OR
- 2. RIGHT-OF-WAY INFORMATION SHOWN HEREON IS APPROXIMATE PER BLAINE COUNTY GIS.
- 3. POWER, WATER, AND SEWER LOCATIONS ARE APPROXIMATE AND ARE BASED UPON CITY OF KETCHUM MAPS AND IDAHO POWER UTILITY LOCATION MAPS.
- 4. GALENA ENGINEERING INC. HAS NOT RECEIVED A TITLE POLICY FROM THE CLIENT AND HAS NOT BEEN REQUESTED TO OBTAIN ONE. RELEVANT INFORMATION THAT MAY BE CONTAINED WITHIN A TITLE POLICY MAY THEREFORE NOT APPEAR ON THIS MAP AND MAY AFFECT ITEMS SHOWN HEREON. IT IS THE RESPONSIBILITY OF THE CLIENT TO DETERMINE THE SIGNIFICANCE OF THE TITLE POLICY INFORMATION AND DETERMINE WHETHER IT SHOULD BE INCLUDED. IF THE CLIENT DESIRES FOR THE INFORMATION TO BE INCLUDED THEY MUST FURNISH SAID INFORMATION TO GALENA ENGINEERING, INC. AND REQUEST IT BE ADDED TO
- 5. TEMPERATURES FOR PAVING AND PATCH BACK MUST BE 40 DEGREES AND RISING.
- 6. IF THERE IS A MATERIAL CHANGE FROM APPROVED DRAWINGS. PROVIDE AS-BUILT
- DRAWINGS TO CITY WHEN COMPLETED FOR CITY RECORDS.
- 7. CONSTRUCTION REQUIRED TO MEET APPLICABLE CITY OF KETCHUM'S CONSTRUCTION ACTIVITY STANDARDS INCLUDING:
- -DUST, MUD, SAND, AND GRAVEL CONTROL ON ALL STREETS -TEMPORARY RESTROOMS
- -THE SITE SHALL BE KEPT IN A CLEAN AND ORDERLY CONDITION. -TRASH SHALL BE PICKED UP ON THE SITE AND SURROUNDING AREAS ON A DAILY BASIS, AND MATERIALS SHALL BE STORED IN NEAT TIDY PILES.
- 8. STAGING LOCATION MUST BE COORDINATED WITH THE CITY OF KETCHUM.
- 9. CONSTRUCTION HOURS ARE BETWEEN 7:30 AM TO 7:00 PM ON WEEKDAYS AND SATURDAYS, NO CONSTRUCTION IS PERMITTED ON SUNDAYS OR MAJOR HOLIDAYS.

CITY OF KETCHUM- WATER DEPARTMENT NOTE

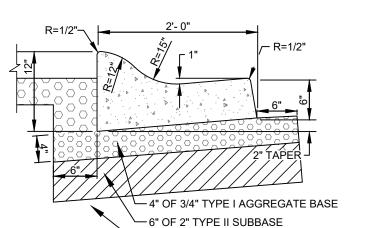
NO LESS THAN 6 FT OF SEPARATION FROM ALL UTILITY INFRASTRUCTURE, BOTH WATER AND SEWER, IS REQUIRED. 6 FT IS THE DISTANCE REQUIRED FOR BANK LAYBACK NEAR ANY LINES. CONTRACTOR SHALL CONFIRM SEPARATIONS.

CITY OF KETCHUM- STREET DEPARTMENT NOTES

- 1. MAY 1ST STARTING DATE IS WEATHER DEPENDENT
- 2. DIG PERMIT IS REQUIRED WHICH WILL REQUIRE DETAILED TRAFFIC CONTROL PLAN.
- 3. SIZE OF PROJECT REQUIRES INCREASED BOND AMOUNT (TO BE DETERMINED). PLEASE PROVIDE A COST ESTIMATE OF STREET REPAIRS REQUIRED FOR PROJECT.
- 4. PUBLIC NOTICE ANNOUNCEMENT IN MOUNTAIN EXPRESS AS WELL AS DOOR KNOCKERS TO THOSE IMPACTED ARE REQUIRED AT LEAST THREE DAYS IN ADVANCE.
- 5. CONTRACTOR NEEDS TO BE ON JOB DAILY UNTIL COMPLETE (WEEKENDS AND HOLIDAYS
- 6. FLAGGERS WILL BE REQUIRED AT RESIDENTIAL AND BUSINESS ENTRANCES AS NEEDED. THIS WILL NEED TO BE ADDRESSED ON DETAILED TRAFFIC CONTROL PLAN.
- 7. KEEP ONE LANE OPEN ALWAYS UNLESS FULL CLOSURE IS NECESSARY (ACCESS FOR RESIDENTIAL AND BUSINESSES MUST BE MAINTAINED).
- 8. KEEP TRENCHING CUTS STRAIGHT AND NEAT.
- 9. ALL ASPHALT CUTS TO BE SAWCUT AND TWO FEET BACK FROM THE DEEPEST UNDERMINE.
- 10. CONTRACTOR WILL NOT TRENCH MORE THAN CAN BE SLURRIED AND BACKFILLED PER DAY. 11. NO HOLES OPEN OVERNIGHT MORE THAN ONE FOOT DEEP (UNLESS PLATED OR BARRICADED
- PER THE MUTCD). 12. CONTRACTOR IS REQUIRED TO KEEP STREETS CLEAN FROM ROCKS, DIRT, MUD, ETC. DAILY
- 13. STREET DEPARTMENT MUST BE CALLED FOR INSPECTION BEFORE BACK FILL, SLURRY, AND
- 14. KEEP ASPHALT CUT JOINTS OUT OF WHEEL LANES IF POSSIBLE.







6" CONCRETE VERTICAL

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

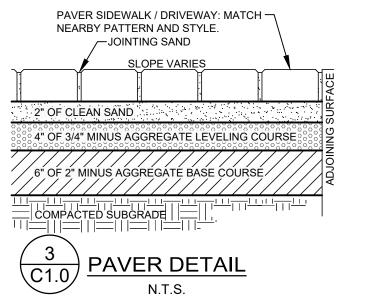
-6" OF 2" TYPE II SUBBASE

- COMPACTED SUBGRADE

- COMPACTED SUBGRADE

" CONCRETE ROLLED CURB & GUTTER 3" ROLLED CURB NOT PERMITTED

- 1. 1/2-INCH PREFORMED EXPANSION JOINT MATERIAL (AASHTO M 213) AT TERMINAL POINTS OF RADII.
- 2. CONTINUOUS PLACEMENT PREFERRED, SCORE INTERVALS TO MATCH SIDEWALK WITH 10-FEET MAXIMUM SPACING.
- 2. MATERIALS SHALL CONFORM WITH CURRENT ISPWC STANDARDS, DIVISION 800 AGGREGATES AND ASPHALT



 CONTRACTOR SHALL REPAIR ALL IN-GROUND HEATING SYSTEMS IF DAMAGED. COORDINATE WITH

OWNER PRIOR TO CONSTRUCTION.

ZERO REVEAL CURB & GUTTER TYPICAL CURB TRANSITION DETAIL

1. 1/2-INCH PREFORMED EXPANSION JOINT MATERIAL

(AASHTO M 213) AT TERMINAL POINTS OF RADII.

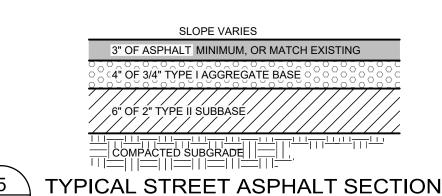
-4" OF 3/4" TYPE I AGGREGATE BASE

─6" OF 2" TYPE II SUBBASE

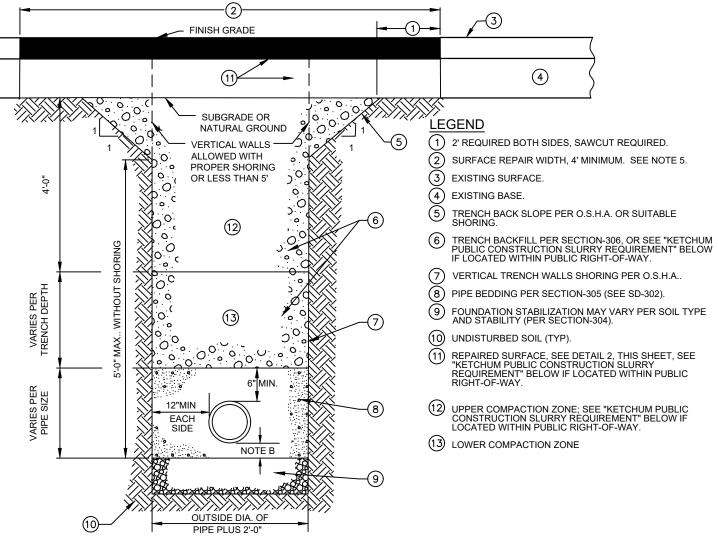
— COMPACTED SUBGRADE

TRANSITION SECTION

- 2. CONTINUOUS PLACEMENT PREFERRED, SCORE INTERVALS TO MATCH SIDEWALK WITH 10-FEET MAXIMUM SPACING
- 2. MATERIALS SHALL CONFORM WITH CURRENT ISPWC STANDARDS, DIVISION 800 AGGREGATES AND ASPHALT.



CITY OF KETCHUM STANDARD DRAWING NO. 3



KETCHUM PUBLIC CONSTRUCTION SLURRY REQUIREMENT IN AREAS WHERE IT IS NECESSARY TO CUIT THE ASPHALT PAVEMENT AND DIG A TRENCH FOR BURIAL OF CONDUIT CABLE OR OTHER CITY

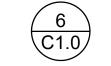
UTILITY, THE TRENCH SHALL BE BACKFILLED WITH A LEAN CONCRETE MIX TO THE BOTTOM OF FINISH SURFACE MATERIAL WITH THE

COARSE AGGREGATE (%" MINUS) : 2,600 LBS PORTLAND CEMENT

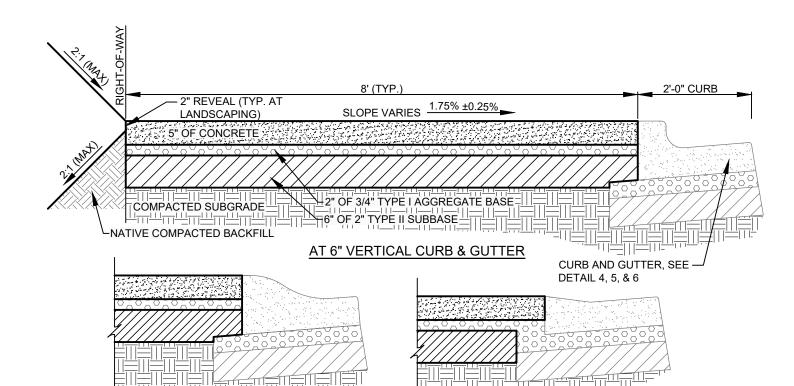
WATER CONTENT IS MAXIMUM AND MAY BE REDUCED DOWNWARD. CARE SHALL BE TAKEN TO ASSURE THAT EXCESS WATER IS NOT PRESENT IN THE MIXING DRUM PRIOR TO CHARGING THE MIXER WITH MATERIALS. THOROUGH MIXING WILL BE REQUIRED PRIOR TO

NO COMPACTION, VIBRATION, OR FINISHING IS REQUIRED. THE LEAN CONCRETE MIX SHALL BE STRUCK OFF AT OR BELOW THE ELEVATION OF THE PLANTMIX SURFACING WITH A SQUARE-NOSE SHOVEL OR SIMILAR HAND TOOL. THE BACKFILL MIX SHALL BE ALLOWED TO SET FOR A MINIMUM OF 2 HOURS BEFORE THE PERMANENT PLANTMIX SURFACING IS PLACED TO COMPLETE THE TRENCH REPAIR. TEMPORARY PLACEMENT OF ASPHALT COLD MIX SURFACING MAY BE NECESSARY TO ACCOMMODATE TRAFFIC WITHIN THE FIRST 2 HOURS OF BACKFILL PLACEMENT PRIOR TO COMPLETING THE PERMANENT REPAIR.

- TRENCH EXCAVATION PER SECTION-301.
- 2. PIPE BEDDING PER SECTION-305.
- 3. BACKFILL AND COMPACTION PER SECTION-306.
- SURFACE REPAIR AND BASE PER DETAIL 3.
- 5. ASPHALT PAVEMENT FOR SURFACE REPAIR SHALL BE IN ACCORDANCE WITH PLANS AND ISPWC SECTIONS 805, 810, AND 811 FOR CLASS II PAVEMENT. ASPHALT AGGREGATE SHALL BE ½" (13MM) NOMINAL SIZE CONFORMING TO TABLE 803B IN ISPWC SECTION 803. ASPHALT BINDER SHALL BE PG 58-28 CONFORMING TO TABLE A-1 IN ISPWC SECTION 805.
- 6. IF TRENCH IMPACTS CROWN OF ROADWAY, CROWN MUST BE MAINTAINED AND POSITIVE DRAINAGE PROVIDED.



TYPICAL TRENCH CITY OF KETCHUM STANDARD DRAWING NO. 12





AT 6" ROLLED CURB & GUTTER

CONCRETE SIDEWALK WITH CURB AND GUTTER CITY OF KETCHUM STANDARD DRAWING NO. 7

AT ZERO REVEAL CURB & GUTTER

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

DESIGNED BY

CHECKED BY

DRAWN BY

PLAN VIEW: 1ST STREET AND LEADVILLE AVE

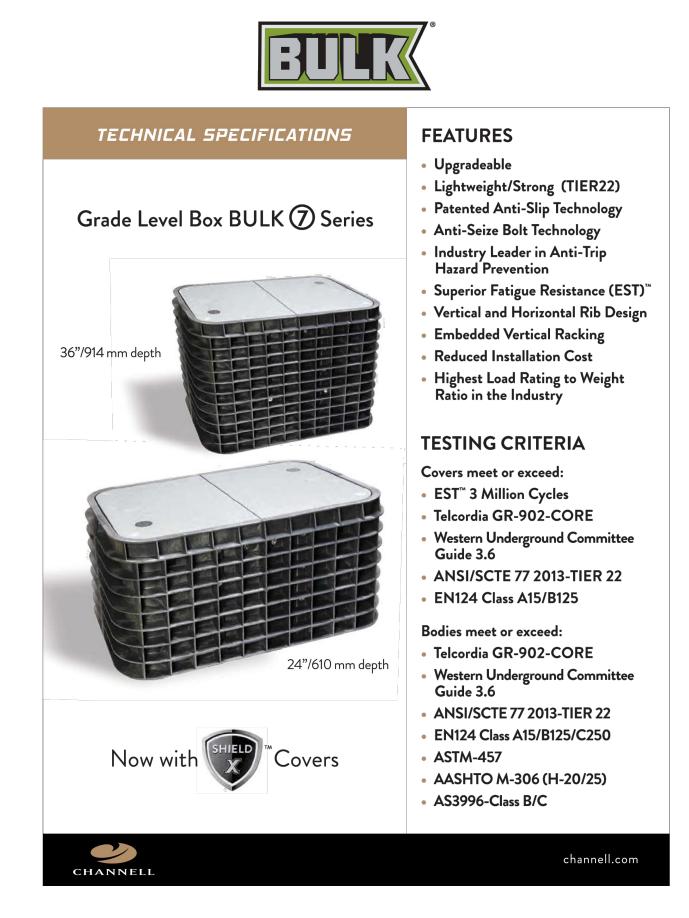
<u>NOTES</u>

1. SEE SHEET C1.0 FOR ADDITIONAL NOTES.

2. AERIAL IMAGERY SHOWN HEREON PER GOOGLE EARTH.

3. AERIAL IMAGERY MAY NOT SHOW CURRENT CONDITIONS.

- 4. THE PURPOSE OF THIS PLAN SET IS TO PROVIDE REPAIR DETAILS FOR DISTURBANCES ASSOCIATED WITH PROPOSED EXTENTS OF THE NEW JOINT TRENCH COX COMMUNICATIONS LINE. THE ALIGNMENT AND VAULT/PED LOCATIONS SHOWN HEREON ARE PER A MAP BY COX COMMUNICATIONS RECEIVED SEPTEMBER 29, 2021. GALENA ENGINEERING HAS NOT ENGINEERED THE COMMUNICATIONS LINE ALIGNMENT, VAULT/PEDESTAL LOCATIONS, OR VAULT/PEDESTAL DETAILS. SEE DETAILS 1-7, SHEET C1.0 FOR REPAIR DETAILS AS NECESSARY.
- 5. POWER, WATER, AND SEWER LOCATIONS ARE APPROXIMATE AND ARE BASED UPON CITY OF KETCHUM MAPS AND IDAHO POWER UTILITY LOCATION MAPS. COMMUNICATIONS UTILITY LOCATIONS ARE APPROXIMATE BASED UPON A MAP BY COX COMMUNICATIONS RECEIVED SEPTEMBER 29, 2021.
- 6. ALL REPAIRS MUST MATCH EXISTING LINES, GRADES, AND DRAINAGE PATTERNS. DAMAGED LANDSCAPE AND IRRIGATION SHALL BE REPAIRED. CONTRACTOR SHALL REPAIR ALL IN-GROUND HEATING SYSTEMS IF DAMAGED AND COORDINATE WITH OWNER PRIOR TO CONSTRUCTION COMMENCEMENT. ALL REPAIRS SHALL RESULT IN EQUAL OR BETTER QUALITY.





LEGEND

PROPERTY LINE PER BLAINE COUNTY GIS

EXISTING BURIED POWER LINE PER IDAHO POWER

EXISTING OVERHEAD POWER LINE PER IDAHO POWER

EXISTING POWER BOX

EXISTING WATER MAIN

EXISTING WATER SERVICE

EXISTING WATER VALVE

S EXISTING SEWER MAIN

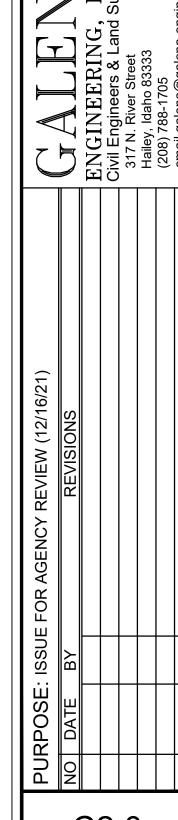
EXISTING SEWER SERVICE

EXISTING SEWER MANHOLE

EXISTING COMMUNICATIONS PEDESTAL

PROPOSED COMMUNICATIONS

POTENTIAL DISTURBED AREA;
MATCH EXISTING LINES, GRADES, AND DRAINAGE PATTERNS



OMMUNIC

 \circ

COX

DESIGNED BY

CHECKED BY

DRAWN BY

C2.0



June 13, 2022

Mayor Bradshaw and City Councilors City of Ketchum Ketchum, Idaho

Mayor Bradshaw and City Councilors:

Recommendation to approve Purchase Order #22102 with Best Day HR for Professional Services
Related to Recruitment Services for Public Works Director

Recommendation and Summary

Staff is recommending to contract with Best Day HR to assist with the recruitment of a Public Works Director. The city has advertised the position for the last nine months with minimal interest. Best Day HR possess the necessary network of professionals and has provided similar services for other Idaho public employers.

"I move to approve Purchase Order #22102 with Best Day HR"

The reasons for the recommendation are as follows:

- City staff has completed a nine-month traditional advertisement approach for the position with no positive results.
- Best Day HR has completed similar efforts for Idaho public employers and poses the proper network of potential candidates.
- The compensation structure is reasonable as it is dependent on a successful candidate accepting the position.

Sustainability Impact

The Public Works Director will serve as the city's lead resource on all sustainability matters.

Financial Requirement/Impact

The attached contract outlines the city will compensate the contractor for direct expenses related to national and regional advertisement costs and then 15% of starting salary should the candidate accept the city's offer. This contract can be funded via the savings from the vacant position.

<u>Attachments</u>

Purchase Order #22102 Contract



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: 22102

To:

5769 BEST DAY HR 2588 EAST BOOMER LANE BOISE ID 83714-9537 Ship to:

CITY OF KETCHUM PO BOX 2315 KETCHUM ID 83340

P. O. Date	Created By	Requested By	Department	Req Number	Terms
06/07/2022	kchoma	kchoma		0	

Quantity	Description		Unit Price	Total
1.00	Public Works Director Search	63-4340-4200	5,000.00	5,000.00
1.00	Public Works Director Search	65-4350-4200	5,000.00	5,000.00
			SHIPPING & HANDLING	0.00
			TOTAL PO AMOUNT	10,000.00

INDEPENDENT CONTRACTOR AGREEMENT 22102

THIS INDEPENDENT CONTRACTOR AGREEMENT is made and effective to June 13, 2022, by and between the CITY OF KETCHUM, IDAHO, a municipal corporation (hereinafter referred to as "City") and BESTDAYHR (hereinafter referred to as "BDHR").

RECITALS

WHEREAS, The City wishes to contract with BDHR for recruitment of a Public Works Director for the City; and

WHEREAS, BDHR wishes to contract with the City to provide recruitment efforts of a Public Works Director for the City;

NOW THEREFORE, it is agreed as follows:

- TERM OF AGREEMENT. The term of this agreement shall commence on the thirteenth day of June 2022 and shall be in full force and effect until a qualified Director is hired or until one of the parties gives the other party sixty (60) days written notice of their intent to end the Agreement. The Agreement may be extended by mutual agreement.
- 2. SCOPE OF WORK. BDHR will provide recruitment assistance to the City in search of a Public Works Director. Such work will consist of:
 - a. Assessment of the City's job description, compensation package, team dynamics details, organizational culture components, the uniqueness of living in the Ketchum area
 - b. Creation of job announcements and postings and package information for the City's website
 - c. Recruitment efforts via trade sites, job boards and professional networks
 - d. Screening of candidates via resume review and initial interviews
 - e. Recommendation of candidates
- 3. AMOUNT AND METHOD OF PAYMENT. The City agrees to pay BDHR for services rendered under this agreement in accordance with Attachment A ("Recruitment Proposal"), which includes as follows:
 - a. Marketing and recruitment materials BDHR will invoice the City for these costs as work is completed, regardless if a position is ever secured.
 - b. The City of Ketchum will be responsible for fees associated with postings on various job boards and trade sites, regardless if a position is ever secured. The City approves an initial amount not to exceed \$10,000.00 for BDHR's use for posting on various job boards, trade sites, and other recruitment costs. BDHR will support all expenditures with receipts in a form acceptable to the City. If additional funds are needed, this will be discussed and approved through the City before any additional costs are incurred.
 - c. The City of Ketchum will be responsible for costs associated with background checks.
 - d. Once a candidate is selected, the City would pay BDHR 15% of the first year's salary for the position.

- 4. WORKERS' COMPENSATION. BDHR shall provide and be solely responsible for Workers' Compensation coverage to its employees.
- EQUAL OPPORTUNITY EMPLOYER. BDHR agrees that it shall not discriminate against any
 employee or applicant for employment on the basis of race, religion, national origin, age, gender
 or disability.
- 6. CANCELLATION. Should one party default in performance of any promise, condition, or covenant herein, the other party shall have the right to cancel this Agreement upon fifteen (15) days written notice.
- 7. INDEPENDENT CONTRACTOR RELATIONSHIP: Contractor is not an employee, servant, agent, partner, or joint venture of the City. The City shall determine the work to be done by Contractor, but Contractor shall determine the legal means by which it accomplishes the work specified by the City. This Agreement shall not be construed to create any employer-employee relationship between the City and Contractor.
- 8. ATTORNEY'S FEES. Should either party default in performance of any promise, condition, or covenant in this Agreement, said defaulting party shall pay all costs and expenses incurred, including reasonable attorney's fees, by the other party.
- 9. DISCLAIMER. That there are no verbal promises, implied promises, representation, covenants, or warranties not set forth in writing in this Agreement, and no modification of this Agreement shall be binding unless evidenced in writing signed by the parties hereto.
- 10. ASSIGNMENT. This Agreement shall not be transferred, assigned, or hypothecated by either party without the prior written consent of the other.

11. MISCELLANEOUS PROVISIONS.

- a. The headings in this Agreement are inserted for convenience and identification only and are in no way intended to describe, interpret, define, or limit the scope, extent or intent of this Agreement or any provision hereof.
- b. Every provision of this Agreement is intended to be severable. If any term or provision hereof is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of the Agreement.
- c. The rights and remedies provided by this Agreement are cumulative and the use of any one right or remedy by any party shall both preclude or waive its rights to use or all other remedies. Said rights and remedies are given in addition to any other rights the parties may have by law, statute, ordinance or otherwise.
- d. This Agreement and the terms and provision hereof shall inure to the benefit of and be binding upon the successors and assigns of the parties hereto.
- e. This Agreement contains the entire Agreement between the parties respecting the matters herein set forth and supersedes all prior Agreements between the parties hereto respecting such matters.

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

AGREED:	
 Shawn Miller	 Mayor Neil Bradshaw
BESTDAYHR	CITY OF KETCHUM
	ATTEST
	Tara Fenwick City Clerk



City of Ketchum

June 13, 2022

Mayor Bradshaw and City Councilors City of Ketchum Ketchum, Idaho

Mayor Bradshaw and City Councilors:

Recommendation to Approve Purchase Order #22107 with Superbloom Landscape Architects for Professional Services to Complete Warms Springs Preserve Master Plan

Recommendation and Summary

Staff is recommending to contract with Superbloom Landscape Architects to complete the Warm Springs Preserve Master Plan. The city requested interested firms via a competitive RFP process. The evaluation committee consisted of two city staff members and two Wood River Land Trust staff members.

"I move to approve Purchase Order #22107 with Superbloom Landscape Architects."

The reasons for the recommendation are as follows:

- The city completed a competitive solicitation for proposals and Superbloom was the unanimous recommendation by the review committee.
- Superbloom has completed similar projects for other public entity clients in the west. Their partnering team (Rio Applied Science) has completed past water engineering work on the Warm Springs Preserve site and has significant experience in the Wood River area.

Introduction & History

On April 14th, the city officially acquired the Warm Springs Preserve via private donations. The public was informed early in the fundraising process that the city would complete a detailed master planning process to guide future improvements to the property. The city recently received \$1 million from the Spur Foundation to fund the implementation of the master plan.

During the RFP process, the city sought to engage a professional firm or collection of resources (team) to (1) create a long-term master plan for the Warm Springs Preserve and (2) serve as architect of record in the development of construction drawings or bid documents to implement the master plan.

The master plan will address the location of the following passive green space amenities:

 Pedestrian connection points to adjacent neighborhood, River Run lodge and Warm Springs Village

- Walking trails
- o Public restroom/maintenance facility /water bottle refill station
- Wayfinding signage
- o Donor recognition elements
 - History of the property/donor wall
 - Picnic tables
 - Benches

The plan will also address the following improvement areas:

- o Re-vegetation of portions of property from water intensive grass to native grasses
- o Warm Springs Creek habitat restoration and floodplain conveyance improvements
- o Replacement of irrigation system and recommission intake/holding pond area

Significant public engagement will occur throughout the process with the City Council as the final approval body of the plan. City staff will lead public outreach efforts in concert with the design team.

The following schedule and phased implementation approach has been established by the city:

- Summer 2022
 - o Complete master plan
 - o Conduct public engagement opportunities
- Implementation (funding dependent)
 - Phase I: Fall 2022 donor recognition elements (donor wall, signage, benches)
 - Phase II: 2023 public restroom/maintenance building, new irrigation system, and modest revegetation
 - o Phase III: TBD trail, flood/stream restoration

Sustainability Impact

The master plan will address the following elements:

- New irrigation system to assist with water efficiency
- Revegetation of certain areas from water consumptive grasses to more native species
- Stream restoration for assistance with water quality and wildlife habitat
- Flood conveyance improvements

Financial Requirement/Impact

The first task order is proposed to be a not-to-exceed amount of \$10,000. Sufficient funds exist in the Warm Springs Preserve Trust Account from donations.

Attachments

Purchase Order #22107
Task Order #1 – Scope of Work
Superbloom/Rio Project Proposal

SUPERBLOOM

June 9, 2022

Project: WARM SPRINGS PRESERVE | Ketchum, ID

Scope: This proposal is intended as a preliminary discovery and scoping exercise between the client group (City of Ketchum, in partnership with Wood River Land Trust) - heretofore called "Client" or "Client Team" and the Consultant (Superbloom, with sub-consulting services from Rio ASE), heretofore called "Superbloom Team" or "Consultant Team." The scope of this proposal includes only those deliverables and meetings expressly listed herein. The primary intent of this proposal is to assist with scope definition of future phases such as but not limited to: master/vision planning, schematic design, construction documentation, permitting, construction administration and site monitoring.

00 PHASE 00 Pre-Design/Discovery Services

The Consultant Team will travel to the Warm Springs Preserve site for 1 day of work in Ketchum to gather site data and observations, develop high-level preliminary sketches and meet with the Client and any stakeholders as identified by the Client Team. It is anticipated the Client will make necessary arrangements to meet with stakeholders and obtain site access as needed and will develop an internal draft list of Goals, Objectives and Constraints prior to Consultant Team site visit.

Meetings/Site Visits

1 Site Visit (1 working day)

Proposed Schedule (Week of July 11, final date TBD):

Day 1 pm (1/2 day = 4 hours)

- Consultant Team on-site data collection and field observation
- Consultant Team to develop high-level concept sketches (hand drawn or similar)

Day 2 am (1/2 day = 4 hours)

 Meeting with Client Team & any desired stakeholders to refine goals/objectives and site constraints and review concept sketches

Deliverables (and format)

- 1. Draft of Goals/Objectives and Site Constraints (Google Doc)
- 2. High Level Concept Sketches (PDF or JPG)
- Master Planning and/or Design Phase Proposal and Definition (scope, schedule and budget) (PDF)
- 4. High-level design budget range (soft cost estimate only) (PDF)

Total Fee (Phase 00)

\$10,000 NTE

Budget/Fee

\$10,000

time & materials,

not-to-exceed

including expenses

This exhibit is attached to and made a part of the Client's master agreement dated
between the Client and Superbloom for the purposes of providing professional landscape services. Additiona
services or hours beyond above noted hours will be billed at the following rates only with prior approval from
Client:

Standard Billing Rates, 2022

Team billing rates below, provided for reference only. Rates subject to change annually. Superbloom will notify Client of updates 30 days prior to change.

Superbloom		Rio ASE		
Principal/Landscape Architect	\$175.00/hr	Senior Principal Geomorphologist	\$150	
Project Manager	\$125.00/hr	Principal Geomorphologist	\$145	
Landscape or Graphic Designer	\$100.00/hr	Principal Engineer	\$145	
Graphic Designer	\$100.00/hr	Staff Engineer II	\$115	
Research Assistant	\$ 90.00/hr	Staff Engineer I	\$95-110	
Intern	\$65.00/hr	Office Manager	\$85	

Reimbursable Expenses

Reimbursable expenses shall be billed at-cost and may include: airfare, accommodations, mileage, meals/per diem and/or vehicle rental, and printing expenses.

IN WITNESS WHEREOF, the Parties have executed this Agreeme	nt.
Studio Superbloom, LLC	
By: Stacy Passmore or Diane Lipovsky, Principal	By:(signature)
	Printed Name/Title

By signing, Client acknowledges that they have read and understand this proposal, any additional scope of work and material selections and all documents referenced therein, along with the terms and conditions attached hereto. Client agrees that upon signature this Proposal becomes the sole contract between Client and Superbloom. By signing, Client confirms that it is the owner or duly authorized representative of the owner, of the property where work is to be performed and has full, binding, legal authority to enter into this Agreement.





Table of Contents

				_
DEGICKI	$\Lambda DDD \cap \Lambda \cap \Pi$		SCHEDULE	ς.
DESIGN.	AFFRUAUN,	SCOPET	SCHEDULE	C

_	_	-		_	_
		Λ	M		8
	_	ч	I\/		\sim
	_	$\boldsymbol{\Gamma}$			$\mathbf{\mathcal{C}}$

PORTFOLIO + EXPERIENCE 20

RATES + BUDGET ESTIMATE 60

REFERENCES 63



LANDSCAPE ARCHITECTURE
COMMUNITY + REGIONAL PLANNING

23 LINCOLN STREET, SUITE 200 DENVER, CO 80203 214-288-1517 WWW.SUPERBLOOM.NET



SCIENCE + ENGINEERING GEOMORPHOLOGY + HYDROLOGY

3380 W AMERICANA TERRACE STE 390 BOISE, ID 83706 208-559-4615 WWW.RIOASE.COM



May 13, 2022

Dear Ms. Swindly and the Selection Committee,

It is with great pleasure that Superbloom and Rio Applied Science & Engineering submit our credentials as potential collaborators in your effort to advance the Master Plan of Warm Springs Preserve. Our shared philosophy, complementary river restoration experience and commitment to crafting meaningful connections between people and the land make our team an ideal partner to bring a compelling vision to life.

A Dynamic Process.

We are deeply compelled by the incredibly vibrant and sweeping preserve, its importance to local and regional habitats, its heritage and ingrained community narratives. It is the kind of complex and meaningful project we value most – a project for all people with diverse voices that is authentic to place, nature and community. We relish the opportunity to develop thoughtful and contextual designs for natural areas and open spaces while providing a powerful catalyst for regenerative living infrastructure and interactive engagement. The project needs to:

- Engage the Ketchum community in a creative and meaningful design process while establishing the ecological/restoration and recreational potential of the site
- Synthesize stakeholder input into an open space master plan that integrates with the existing context and future planning efforts
- Establish a landscape mosaic that connects natural areas with moments for pause and reflection, integrating recreational opportunities with ecosystem restoration
- · Enhance the hydrologic landscape, expand wildlife & pollinator habitat and native plantings
- · Develop accessible, recreational trails and spaces for year round and all-season activities
- · Imagine artful donor recognition elements that can celebrate community contributions

Transformative Design

Superbloom, based in Denver Colorado, works on projects across the Western U.S. We are an innovative landscape architecture and planning collaborative committed to dynamic design, environmental stewardship and deep research. We work with the elements and systems of landscape to cultivate transformative future conditions. Inspired by the dynamic landscapes of the American West, our design practices lay the groundwork for flourishing ecologies and resilient communities. We believe that our collective experiences, outlined in greater detail in the Qualifications section, will provide a richer, deeper and ultimately more meaningful design for the project.

Local Expertise.

Rio ASE is a leading expert in river and floodplain ecosystem restoration with years of experience in Idaho, the Wood River Valley, and the Warm Springs Preserve project site. Superbloom brings their expertise designing parks and open spaces across the Rockies, and in other mountain communities like Ketchum, from Telluride to Crested Butte. We are excited to be able to continue these relationships through our work and passion for alpine communities and landscapes.

Partners for the Future.

Our team is enthusiastic and ready to go! As partners in this next step for Warm Springs Preserve, we are thoroughly committed to giving this project our full attention in the effort to realize any community engagement, conceptual design alternatives and capable of delivering full-service design services.

It is with sincere enthusiasm that we submit the enclosed qualifications for this project. Stacy will be serving as primary contact, if there is any additional information that we can provide at this time, either about our team or experience, please do not hesitate to contact us directly. We would also love to meet with you in-person or virtually for an interview and further discussions.

Regards,

Stacy Passmore & Diane Lipovsky Principals / Co-Founders, Superbloom Rob Richardson, PG, PMP Princpal Geomorphologist, Rio ASE



Jamaspay parmoe DiaulMijordey Rol Rol

To lo

Vision

Warm Springs Preserve provides an extraordinary opportunity to enhance a well-loved landscape and important ecosystem in the Ketchum community.

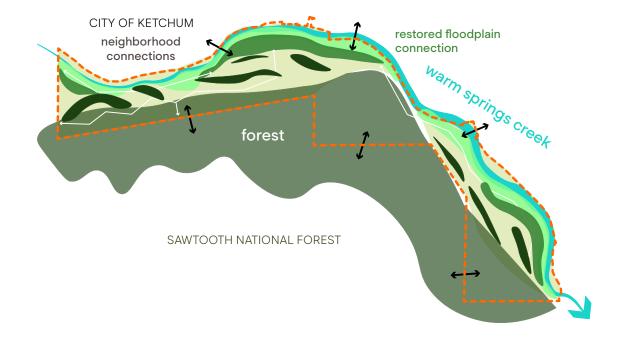
We are deeply compelled by the incredibly unique preserve, its importance to local and regional watersheds and habitats, and its ingrained community narratives. The unique aspects of this preserve are two fold:

- 1) It's a significant parcel within a heavily impacted floodplain that can be restored to provide improved natural riparian function and habitat.
- 2) The informal recreational elements of the property can be formally recognized, connected and enhanced.

An enhanced Preserve will enrich the community's experience of this magical landscape, regenerate the underlying natural hydrological and geomorphological systems and develop a range of experiences that will inspire people to fall madly in love with nature. We relish the opportunity to create designs that enhance both human and environmental aspects of the ecosystem while providing a powerful catalyst for sustainable, interactive collaboration and engagement. integration of improved recreational opportunity with functional ecosystem restoration.

Warm Springs Preserve

Pre-design diagram of potential landscape mosaic and floodplain connectivity





Approach

Our methods of design are based in a deep understanding of the connections between ecological systems and human communities.

We practice a research-based, collaborative approach to project development, designing and building. We work closely with individuals and communities to develop an authentic approach that can evolve as we learn through analysis and stakeholder outreach.

Reflecting our vision, we imagine approaching the project from two primary perspectives that will inform our concept and become merged into a final master plan:

- 1) A scientific analysis to determine what is appropriate for the site, and
 - 2) Stakeholder outreach to determine the community desires for the site.

Building on Existing Knowledge

From our past work on this site, we know that Warm Springs Creek is highly confined, armored, and incised. Floodplain inundation is much more frequent within the lower portion of the project area, but even then doesn't broadly occur until nearly a 100-year event. The stream is also perched about 8-12 feet above the groundwater table necessitating special consideration when working in and around the stream bed but also when considering riparian and wetland restoration on the floodplain. Additionally, potential wildfire on the landscape can dramatically alter the hydrology of the watershed by creating hydrophobic soil conditions. Rio ASE staff evaluated post-fire hydrologic and hydraulic conditions associated with the Castle Rock fire in 2007, and we are prepared to develop a design for the Preserve that will be resilient to a similar, inevitable future disturbance while simultaneously reducing risk to neighboring infrastructure and property. And because we've already completed much of the legwork, our technical analysis will be significantly streamlined requiring only updates, project-specific refinement, and quality control. Our technical and site-specific experience uniquely qualifies us to anticipate and plan for natural disturbance, turning that potential risk into opportunity.







Develop Integrated Restoration and Recreational Concepts

1. Science-Based Ecological Analysis

Our team will evaluate the geomorphic, hydrologic, hydraulic, and ecologic site conditions to identify appropriate physical and biological restoration targets. These targets can be optimized to meet preferred conditions for specific key species as desired (e.g. resident red-band rainbow trout). The optimized restoration targets can be used as a basis for developing appropriate recreational opportunities to create outcomes that are mutually beneficial to humans and the environment. For example, adding a side channel and/or flood conveyance on river right can provide valuable off-channel habitat for aquatic and wetland species while also providing floodwater conveyance to reduce local flood risk to infrastructure on river left. Rio ASE understands the flood risk and potential at this site stemming from past geomorphic, geotechnical, hydrologic, and hydraulic analyses our staff conducted for this site following the Castle Rock fire in 2007.

2. Community-Driven Design

In tandem with and informed by the site analysis process, we will deepen our understanding of the connections between ecological systems, local neighborhoods, and public infrastructure. First we will take time to be curious, to listen, discover, and understand. Immersed in a range of perspectives, histories, futures and possibilities, we will learn and research by getting our hands dirty on site and through creative storytelling. We will support the City of Ketchum with diagrams, maps and graphics needed to receive feedback from the community and stakeholders. Next, we will work with the team and stakeholders to explore design ideas from the roots to the tip – soil to sky, we will synthesize environmental and cultural narratives into visionary design concepts. With an eye for the details and the process of creation, we work with the material elements of landscape, live matter, life cycle and labor. We work closely with individuals and communities to develop authentic approaches for each project, and designs that can grow from concept to implementation.

Funding + Cost Estimation

Our team has the ability to prepare rough order of magnitude cost estimates for design budgeting and fundraising purposes. We will work closely with the City of Ketchum and the Wood River Land Trust to evaluate the cost of proposed improvements and amenities during the master planning process. We also love working with organizations to prepare visual materials for fundraising and grant writing efforts necessary to implement the project if desired.

Master Plan Vision Book

The thoughtful merger of these science-based and community-driven processes will be compiled in a digital Vision Plan Book (PDF + Print) and we can collaborate to develop additional materials, digital materials or websites as desired to share the results of the process and final master plan design with internal and external stakeholders.

11

Donor Recognition

To recognize and honor all donors for the Warm Springs Preserve project we will artfully weave donor recognition elements into the landscape design. A combination of recognition sculptural and art pieces, furnishings, architectural features, and plant donations will allow for various levels of donor recognition throughout the space.

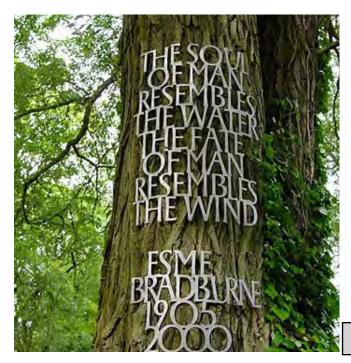














Detailed Scope

We practice a research-based, collaborative approach to designing and building.

We work closely with individuals and communities to develop authentic approaches for each project, and designs and strategic processes that can grow from concept to implementation. To do so requires that this be a thoughtful project that draws from the great work already conducted.

Like the vision we imagine approaching the project from two primary perspectives, that will become merged into a final master plan 1) a scientific analysis to determine what is appropriate for the site, and 2) stakeholder outreach to determine the community desires for the site.

Phase A June-

August

Site Analysis + Community Engagement

This phase will initiate with the compilation and review of relevant existing studies, data, and research that exists for the site in both the environmental and social areas. These data will include reports already provided by the City of Ketchum for this proposal as well as other data identified during our research including past hydrologic, hydraulic, and geotechnical reports prepared by Rio ASE staff for a past development project on this site. At the same time, our team will engage with the City of Ketchum and the Wood River Land Trust in an in-person kickoff meeting to discuss the vision and goals, as well as history and existing conditions of the site.

The kickoff meeting will be followed by a site visit to examine the landscape, current amenity conditions, parking and circulation. Part of the site visit will include data collection informing our technical analysis to identify what is scientifically/technically appropriate for the site. Close coordination with the City of Ketchum, Wood River Land Trust and key stakeholders will be necessary to answer questions and engage in discussion during the course of the research and site studies. Close collaboration throughout the life of the project will ensure effective and efficient two-way transfer of knowledge while also establishing and managing expectations. This paired scientific and social understanding will be used to identify a conceptual design ensuring the outcome is geomorphically and ecologically appropriate, technically feasible/responsible, all the while meeting community expectations, needs, and desires to the extent practicable.

Our technical analysis will identify what is scientifically/technically appropriate for the site (a suite of tools in a toolbox so to speak), then our collaborative engagement with the City of Ketchum, Wood River Land Trust, and stakeholders will provide opportunities for learning and listening (both ways). This enhanced understanding of the human need/desire for the site can be used to select which tools from the toolbox will be incorporated into the conceptual design..

Detailed Task Outline

Data Acquisition

- Obtain and review existing background information
- Review and analyze existing survey, existing grading studies
- Precedent studies and design research (including, but not limited to: park programming, wayfinding, accessibility, alpine ecology, park operations and maintenance)

Site Visit

- Site Walk / Visual Conditions Analysis
- Document and Analyze existing site conditions (such as: existing infrastructure, equipment, hydrology, vegetation, solar aspect, wind patterns, adjacent conditions, etc.)

Technical Analysis

- Refine site hydrology and hydraulics (as needed for planning)
- Refine geomorphic and ecological understanding of site conditions
- Identify appropriate restoration target conditions and suit of associated treatments

Social Analysis

- Community/Stakeholder Identification Analysis
- Programming analysis
- Define Client, Community, and Stakeholder Goals, Objectives, Constraints, and Opportunities
- Establish design principles
- Review Budgets and Financial Goals
- Review of Ketchum Parks Operations & Maintenance Strategies

Phase A Meetings

Meeting preparation including: develop graphics, surveys and engagement materials in coordination with Client

- 1 Kickoff Meeting and Site Walk(in-person)
- 3-4 Virtual Calls with Client, as needed
- On-site public comment meeting at Grand Opening (June 12, 2022)
- 1 Stakeholder Meeting supporting Client (virtual)

Deliverables

Technical Deliverables:

- Technical summary focusing on appropriate geomorphic, hydrologic, hydraulic, and ecological targets
- Develop suite of potential treatments

Design & Community Deliverables

- · Summarize community & stakeholder goals, objectives, constraints and opportunities
- Summarize key design principles
- Visual description of site opportunities and constraints
- Visual illustration of scientifically appropriate treatments that meet stakeholder expectations
- Hand sketch or similar diagrams & mappings to convey questions and/or general understanding of site programmatic, environmental and social conditions
- Precedent research visuals, to gain an understanding of desired level of design scope.
 - Framework and Ideas for Donor Recognition Elements
 - Consolidated List of Stakeholders
 - Written or visual analysis of existing park operations and budgets
 - Graphics and engagement materials for 1-2 community and stakeholder meetings

Phase B August- Fall

Master Plan Concept Design

This phase will integrate information and results from the Site Analysis & Community Engagement phase. Using the restoration design as the foundation (what is scientifically/ technically appropriate for the site from the Phase A) we will interweave the human/recreational components based on the social analysis part of the previous phase. Details evaluated during concept synthesis will include: appropriate restoration actions and planting areas overlain by associated programs and amenities, structures, donor recognition elements, circulation, accessibility routes, outdoor activity spaces, trails, exterior lighting, and other key components identified during the previous analysis phase. In conjunction with this effort, we will determine relative range of upfront implementation costs as well as ongoing operations and maintenance costs for project components to further inform concept development.

Our team will compile appropriate treatments into three draft concepts covering a broad range of the continuum of technically appropriate and socially desirable outcomes. Our team will present these three draft concepts (i.e. suites of possible treatments/actions) to the Client and previously identified key stakeholders in a virtual presentation to discuss the merits of each. Based on feedback from this collaboration, we will work with the client to select a single preferred concept from the three drafts to create a hybridized singular concept..

15

Building on the selected concept, our team will develop conceptual level design drawings outlining: program amenities zones, hardscape materials, furnishings and layout, planted zones and descriptions, paths, additional trees and shrub locations, and conceptual grading. These drawings can be used to develop high level budgets (developed by Superbloom and Rio with the Client)

Detailed Task Outline

- Data/Analysis Integration
- Develop appropriate restoration actions
- Overlay appropriate social components
- Develop 2-3 Draft Concepts
- Compile suites of appropriate actions into three concepts
- Present results to Client and key stakeholders
- Develop Preferred Concept
- Prepare refined single concept based on draft concept feedback

Phase B Meetings

- 2-3 Virtual and/or Conference Calls with Client (Virtual) to coordinate draft concept development
- As requested, meetings with Friends of Warm Springs Preserve
- 1 Draft Concept Client and Key Stakeholders Meeting (Virtual)
- 1 Draft Concept Meeting to Planning & Zoning Commission
- 1 Draft Concept to City Council (In Person)

Anticipated Deliverables

- 2-3 hand-sketch concept plans with drawings and images to convey design ideas
- Consolidated, illustrative Final Conceptual Master Plan including scientific basis for the restoration design (rendered)
- Park Land Use & Amenities diagrams
- Annotated hardscape and landscape plan(s)
- Circulation diagram
- 3D Model and Lumion Visualization for new Open Space
- 3-4 Illustrative Renderings and/or Vignettes to be used for fundraising
- Conceptual Design for Donor Recognition Elements
- Phasing Plan

Phase C August/ September

Finalize Master Plan + Donor Recognition

The preferred concept and supporting information developed in the previous phases will be refined and compiled into a PDF or web-ready manual. I that we will share with the client to provide a clear organization and refinement of the information developed in Phases A and B. This Master Plan document can be printed or retained as a digital tool for ongoing reference as you move through the process of executing your Master Plan. Samples of similar booklets and websites created for previous clients available upon request.

In conjunction with the finalization of the Master Plan Document, the Design Team will include documentation that will facilitate the implementation of the Phase 1 Donor Recognition Elements such as schematic design drawings and plans indicating their locations.

Meetings

1 Presentation of the Final Master Plan to City Council (In Person)

Anticipated Deliverables

Final Master Plan Document, PDF and digital

Optional Add Ons at Client Request

Detailed existing and proposed hydraulic modeling.

Construction Documents for Donor Recognition Elements
Additional Digital illustrative renderings
Grant Writing and/or Funding Applications
Permitting Assistance
Schematic Design, Design Development or Construction Documents
Irrigation Design

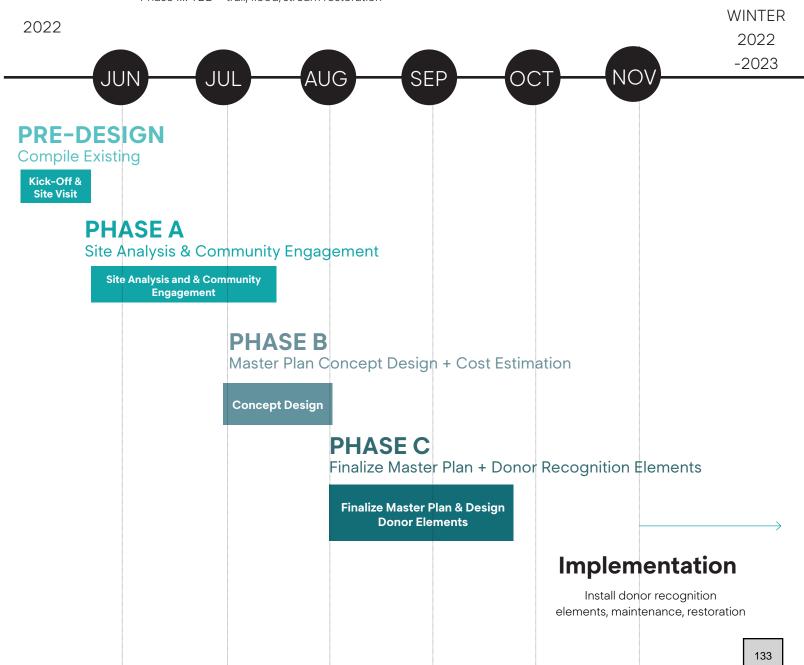
Schedule

We will work with you to create a specific schedule that addresses time constraints and public meeting deadlines.

May 2022 – retain design team for Master Plan
June 2022 – public launch event at Warm Springs Preserve
June/July 2022 – site analysis and community engagement
July/Aug 2022 – Master Plan Concept Design + Cost Estimation
Aug/Sept 2022 – Finalize Master Plan

Implement the Master Plan in phases (funding dependent; sequencing to be informed by final Master Plan)

- Phase I: Fall 2022 donor recognition elements
- Phase II: 2023 bathroom/maintenance building, irrigation and modest revegetation
- Phase III: TBD trail, flood/stream restoration



Team

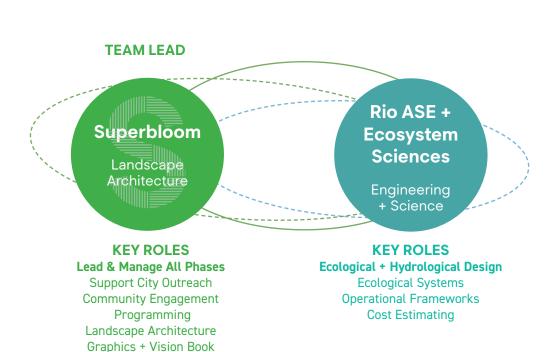
For this truly inspiring project, Superbloom and Rio ASE have joined forces to create a comprehensive team of designers, scientists and experts in natural resources design, open space master planning, park design, landscape architecture, hydrology & geomorphology, ecosystem restoration ecology, environmental education, cost estimating, graphic design and community engagement. Our combined partnership will bring together both the human and ecological component of the project equally to inform the master plan and design process.

What makes our team unique?

Superbloom brings years of experience working on award-winning and influential projects such as nature centers, museums, and park systems across the Rocky Mountains. We specialize in collaborations with non-profits, educators, cultural institutions, and mountain towns. Our process is shaped with the client and community to test, research, and engage sites, aiming to translate a cohesive vision into physical space in a way that is accessible, interactive and inclusive throughout the design process.

Rio ASE's expertise will incorporate river and floodplain restoration as an foundational part of the Preserve. Our technical philosophy is founded in sustainability. We believe that river and floodplain engineering must be based on geomorphic principles that work with the river rather than fighting it to ensure effective, long-term solutions that benefit nature and the public. Additionally, we believe the ecosystem evolved with the river, and improving river process will inherently improve all connected ecosystem functions. Humans are an undeniable part of every ecosystem, and we strive to design projects that focus on features beneficial to both humans and the natural environment.

As a supporting project partner, Ecosystem Sciences will bring to our team their broad experience in stream and habitat restoration, scientific data analysis and evaluation, as well as community engagement. They are experts in ecosystem processes as well as evaluating large quantities of complex data, boiling down the critical components, and thoughtfully delivering that refined understanding to technical and non-technical audiences. They will augment our team with their local and ecological experience, added conceptual design perspective, and additional capacity.



18

City of Ketchum, **Wood River Trust, Warm Springs**

TEAM LEAD

SUPERBLOOM



STACY PASSMORE, AICP

PRINCIPAL-IN-CHARGE

Primary Project Contact and Project Director



DIANE LIPOVSKY, RLA

CONSULTING PRINCIPAL

Technical Director



DOMONIQUE RAYMOND

PROJECT MANAGER

Recreation design specialist, Will oversee document review, drawing coordination between disciplines, and QC,



HELEN DAVIDOSKI

DESIGNER

Will support site analysis and concept design development, specializes in urban ecology and storm water



ARIEL KISKIRAS

GRAPHIC DESIGNER

Support with graphics, engagement materials and wayfinding design



RIO APPLIED SCIENCE & ENGINEERING



ROB RICHARDSON, PG, PMP

PRINCIPAL GEOMORPHOLOGIST

Will lead technical site analysis and conceptual design; stakeholder technical liaison.



JEFF FEALKO, PE

PRINCIPAL ENGINEER

Will lead hydrology and hydraulic modeling; lead engineer for restoration conceptual design



TIM HANRAHAN, PHD

PRINCIPAL GEOMORPHOLOGIST

Will develop siteappropriate geomorphic restoration targets. Provide technical QC



ECOSYSTEM SCIENCES, LLC

DEREK RISSO - SENIOR SCIENTIST, WETLAND AND RIPARIAN

ECOLOGIST

ZACHARY HILL- ENVIRONMENTAL PLANNING AND DESIGN TIM MAGUIRE - SENIOR SCIENTIST, GIS ANALYSIS





22

WARM SPRINGS PRESERVE

SUPERBLOOM

1881 Farm Park

Aurora, CO

DATES

Ongoing

TYPE

Park

SIZE

15.3 acres

CLIENT

Windler Public Improvement District

ROLE

Landscape Architect (Lead)

CONTRIBUTORS

Shape Architecture, DB Ink, Olsson Engineering, Hydrosystems KDI, Cullen Lighting Design Studio, Ketti Consulting, Altius Farms, Esoterra Culinary The 1881 Farm Park will be an iconic agricultural exploratorium for the Windler community, the City of Aurora and the Denver Metropolitan region at large. The design imagines a regenerative landscape that incorporates restored prairie grasslands and pasture, agriculture, food production, greenhouses and permaculture.

As a new center for communal and collaborative life, the community will experience history and nature through a direct connection to their food. They can see, taste and even participate in growing and harvesting an abundance of foods that are uniquely adapted to Colorado's climate and seasons. The rich experience and deep connection with food production and the land becomes a lifestyle at Windler. The farm will serve as a living seed library, expanding access to diverse and exciting heritage varieties; an on-site market and farm-to-fork restaurant offer seasonally rotating produce, meats, cheeses and flowers. The park in turn will be a catalytic center for the new walkable and bikable neighborhoods at Windler.

To ensure success of the farm park, water and soil conservation are essential. The design team continues to research additional ways to design site-appropriate sustainable resource systems for flexible, dynamic and porous spaces and surfaces that amplify the availability of especially water resources. The designs will synthesize closed-loop, water-optimized systems and rotational planting strategies based in best practices for dryland land management. See more about this project here.









24

WARM SPRINGS PRESERVE

SUPERBLOOM

Nature Collective Fields of the Future

Encinitas, CA

DATES

2022

TYPE

Competition/Nature Center SIZE

8 acres

CLIENT

Nature Collective

ROLE

Landscape Architect
CONTRIBUTORS

Atlas Labs, DB Ink

The Nature Collective Fields of the Future aims to inspire people to fall madly in love with nature. This extraordinary opportunity to reconnect people with nature is nestled in the San Elijo Lagoon in Cardiff, California The collective spirit of the San Elijo Ecological Reserve has accomplished an ample amount of preservation among the greater reserve.

In an effort to preserve the way the local community interacts with the site, the historic use of working coastal agricultural lands will be maintained. The learning labs will serve as a center for collaboration and engagement, as students and teachers alike can utilize the environment as their classroom. The trail system will provide circulation through naturally influenced sculptures, some in impressive scale – designed by a plethora of sculptural artisans.

Located near Sunny San Diego, this project is intended to get a lot of use from the academic population nearby. The designs of the improvements will be fresh yet sustainable, and overall sensitive to the importance of local and regional habitat fabrics that need careful consideration. As naturalist heroine Jane Goodall has said, "to reconnect with nature is key if we want to save the planet." which is exactly what this site aims to be a part of. See more about this project here. Superbloom was recognized as a finalist and was awarded second place in this national design competition.









SUPERBLOOM

Wild Bear Nature Center

Nederland, CO

DATES

2020 - Ongoing

TYPE

Environmental Education

SIZE

5 acres

CLIENT

Wild Bear Nature Center

ROLE

Landscape Architect (Lead)

CONTRIBUTORS

Arch 11, Civitas, Branch Pattern, Studio Tectonic, Wild Bear Nature Center immerses visitors in the experience of education, discovery and wonder. Integrated with the Mud Lake Open Space in Nederland, Colorado at 9,000 above sea level, the design for the new Nature Center is inclusive and welcoming for all people year-round, expanding Wild Bear's central role in the community and as a regional destination for environmental education.

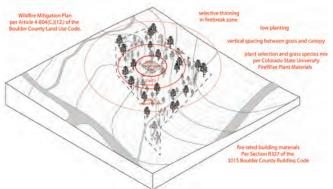
The Nature Center building, design by Arch11 is a gateway and threshold to the wilderness and will be carbon emission-free utilizing passive energy efficient design strategies. Metal, wood and stone are used to create a site-specific architecture that functions as a living organism and is seamlessly aligned with both interior and exterior learning environments.

A nature playscape weaves its way through the forest and around the building, inspired by the surrounding geology and forest. Highly crafted, the playscape incorporates a central sculptural "play wall" that represents the Continental Divide and hybridizes educational and play elements to support Wild Bear's programming. An outdoor amphitheater is a flexible and hybrid space to be used for outdoor classrooms, and small to large community gatherings adjacent to the Nature Center.

Connected by trails, a constellation of "observation stations" can be discovered across the larger site. These distributed landscape moments are self-guided, and show visitors how the forest is multidimensional, evoking all our senses – from the secrets of the soil and roots to the panorama of the canopy and sky. A range of activities are integrated with a discovery program that includes scent stations, rubbings, wildlife tracking, wilderness survival, bird observation, orienteering, sensory experiences, education about natural forest processes and climate change impacts.













SUPERBLOOM

Cache Le Poudre Wetlands Regeneration

Greeley, CO

DATES

2018-2020

TYPE

Open Space

SIZE

250 Acres

CLIENT

City of Greeley

ROLE

Landscape Architect (Lead)

CONTRIBUTORS

Aecom

Poudre Ponds is adjacent to the Cache La Poudre River in Greeley, Colorado. The approximately 250 acre site currently includes several reclaimed gravel pits and was opened to the public for recreation in 2011 with funding from the "Fishing is Fun" program by Colorado Parks and Wildlife and the Federal Sport Fishing Restoration Program. The complex includes four parcels that are in various stages of recreation, active mining and reclamation. In 2019 work began on parcels A and B to create a new slurry wall and to complete the remediation of Parcel B as a water storage pond. This document describes planning and design work done in 2019-2020 for the overall landscape for the site in conjunction with the Master Plan and site engineering with Aecom.

The Poudre Pond Open Space is currently part of the Eastern Plains section of the Colorado Birding Trail, which links outdoor recreation sites that offer wildlife viewing opportunities. The Ponds are also an important destination for recreation fishing in the community and offer non-motorized boating only.

Geographically, the river water carries rock and sediment from the mountains and across the prairie. The action of the river has over time sorted rock and gravel, the largest material is deposited in the mountains, while the smaller gravel and sediment is carried across the plains. This process created gravel beds in the alluvial floodway of the meandering river and is the reason sites like this became gravel extraction mining sites.

* Stacy Passmore served as Project Leader and Project Manager for the design team while employed as a landscape architect at Civitas.

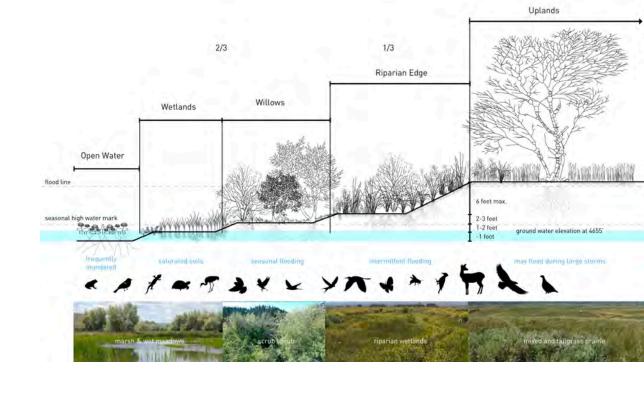


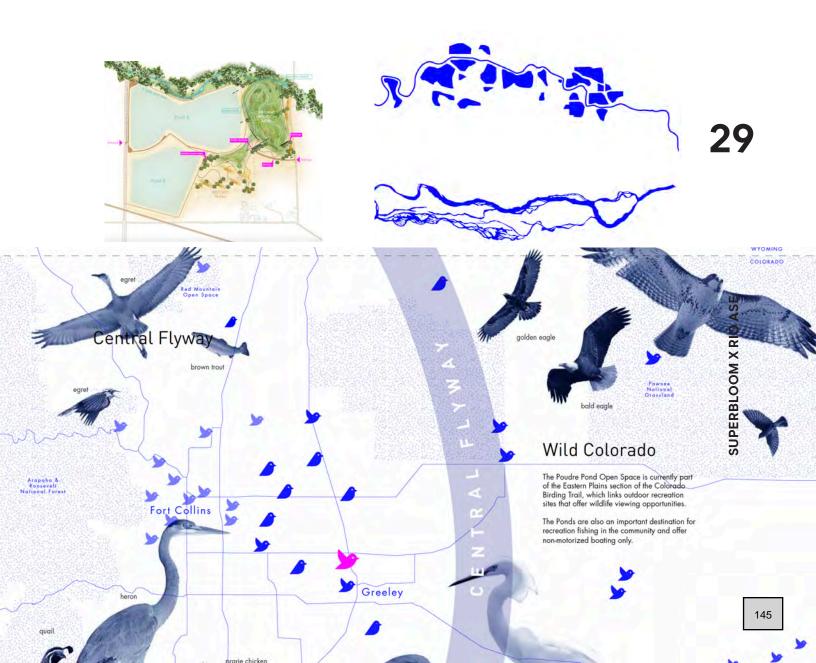


Backwater Channel

Lowland Emergent Grasses

Poudre River Tra





High Prairie Park

circuits for strolling and refuge for prairie fauna.

Aurora, CO

DATES

2016-2020

Envisioned as an anchor to the community of Aurora, High Prairie Park is a love song to the prairie landscape and to the adventurous spirit of the people who have moved to live here over hundreds and thousands of years.

TYPE

Park

SIZE

30+ acres

CLIENT Alberta

ROLE

Landscape Architect (Lead)

CONTRIBUTORS

CVL Consultants, Hydrosystems, Beanstalk Builders Biodiverse and drought tolerant gardens weave artfully with targeted gathering lawns and shade trees to negotiate grade changes from the promenade to the planted stormwater channel below, providing a cohesive community resource that is sensitive to our climate, and offering numerous

Completed in 2020, High Prairie Park has already attracted new populations of native birds, butterflies and prairie frogs to mingle with residents and park visitors. Revealing its wild prairie context, the park design honors the challenges and patterns of cultivation in the prairie while creating a new form of community open space.

*Work completed at Civitas, Inc. Diane Lipovsky served as Lead Designer and Project









Mt Crested Butte Town Park

Mt Crested Butte, CO

DATES

2020

TYPE Park

SIZE 8 acres

CLIENT

Town of Mt. Crested Butte

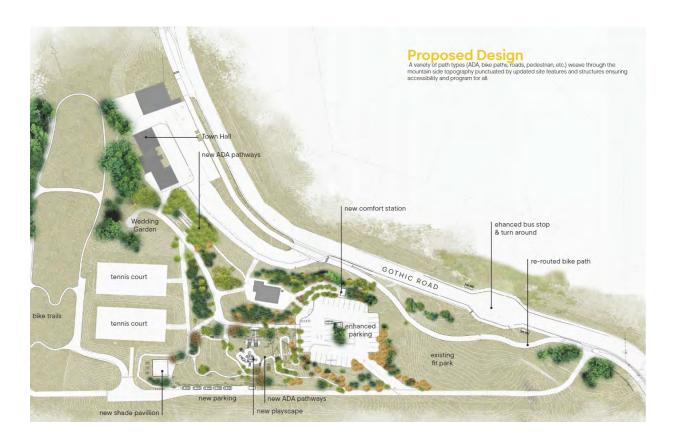
ROLE

Landscape Architect (Lead)

Mt. Crested Butte Town Park and Wedding Garden is nestled in between the mountains just north of Crested Butte, surrounded by alpine views and vistas. Leveraging the intense grade of the existing park, the updated plan for the Town Park prioritizes accessibility, diverse experience, year-round activity, and elevated ecosystems.

A network of ADA compliant trails and pathways weaves through the park to ensure access for all. Updated play structures and natural play features including fallen logs, stumps, and rocks provide opportunities for both prescriptive and exploratory play. A series of varied mountain bike loops activates the steep hillside behind the updated tennis courts. Updated plantings and tree canopy provide wildlife habitat and an elevated walking experience.



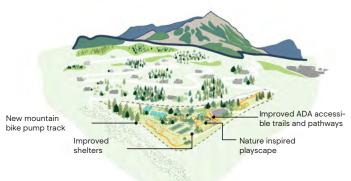


Existing Conditions

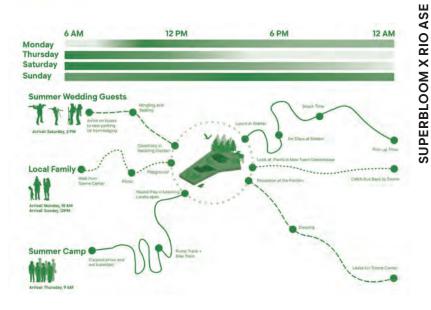
Mt. Crested Butte Town Park & Wedding Garden is an Essential Community Public Space for both Locals & Visitors

The space currently includes two municipal buildings, Park Department and Mt. Crested Butte Town Hat & Posice station. Existing parking near buildings lead to a waking path throughout the core of the park. A pavilion sits adjacent to a dist lot used for overflow parking and fit park outfitted with exerrense enumers. A large part of the park is underdeposed trained to the East.











Tamkaliks Side Channel Design

Wallowa, OR

PROJECT TYPE

Channel restoration
Floodplain reconnection
Habitat improvement
Side channel creation
Wetland creation
Riparian restoration
Construction observation

HIGHLIGHTS

Hydraulic modeling
Complex grading design
Main stem and side channel design
Large wood design
Fish habitat design
Compressed schedule

STAKEHOLDERS

Nez Perce Tribe Bonneville Power Administration Oregon Department of Fish and Wildlife

34

CONTRACT DATES & VALUE

March 2020 – August 2021 Design & construction observation \$71K The Tamkaliks Side Channel Design project is located on the Nez Perce Tribe's Homeland site in Wallowa, Oregon, approximately 2.5 miles downstream from the confluence of the Lostine and Wallowa Rivers. Historically, this area has seen extensive agricultural disturbance, road and railroad construction, floodplain encroachment, invasive weed proliferation, and residential development that have contributed to simplification and severe alteration of the stream course and drainage patterns. The resulting confined and incised channel created increased stream velocities and limited the river's ability for natural wood recruitment, sediment transport, and creating localized, slow-moving water and channel-adjacent wetland communities. The channel lacked habitat complexity and, as a result, contained limited spawning and rearing habitat for ESA-listed steelhead, Chinook salmon, coho, and lamprey.

Rio ASE took the project over from BPA when it was roughly at a 60% design. After geotechnical explorations revealed shallow bedrock, Rio altered the design to be more realistic in overall function and to increase the amount of habitat created while accommodating bedrock constraints. The final project design consisted of the development of a side channel complex adjacent to the main stem Wallowa River, including multiple inlets, wetland complexes, and robust live willow staking for revegetation efforts. The project was focused on floodplain connectivity, instream habitat complexity, and overall hydraulic diversity to increase summer and overwinter rearing habitat for juvenile salmonids. A secondary benefit of the project is the increased floodwater conveyance reducing flood risk to neighboring properties.



Final Design
Overview – Project
includes side
channel with
multiple inlets,
large woody
debris hydraulic
and habitat
structures, multiple
wetland cells,
fill/plug existing
ditch, and riparian
revegetation.



Side channel outlet, wood structure, and constructed riffle immediately after construction.

Below: Side channel and wetland complex immediately after construction; riparian vegetation not yet planted.





Oblique view of project area immediately after construction. Side channels and wetland/floodplain areas are activated.



Lemhi River and Big Springs Creek Restoration, Lemhi County, Idaho

PROJECT TYPE

Channel restoration
Floodplain reconnection
Habitat improvement
Riparian restoration
Wetland creation
Construction observation

HIGHLIGHTS

Hydrology and hydraulic modeling
Main stem, side channels and large
wood design
Fish habitat restoration
Riparian and wetland revegetation
Shade and temperature modeling

STAKEHOLDERS

Lemhi Regional Land Trust Intermountain Aquatics Idaho Office of Species Conservation Idaho Department of Fish and Game Trout Unlimited

CONTRACT

September 2017 – Ongoing \$250,000

CONSTRUCTION

2017 and 2019 \$1.2M (estimated) The project initiated with a geomorphic assessment to evaluate channel evolution, character, and the potential for improved riparian and fisheries habitat. Systemic cause-and-effect relationships and recommendations to improve the physical habitat were identified. Recommendations were prioritized based on tiers of habitat conditions ranging from Functioning to Impaired to Recovering. Rio ASE worked with the LRLT and project partners to identify and develop three priority projects within the assessment area (design completion Phase I and II 4/2017; Phase III 4/2018).

Rio ASE managed the design team and participated as lead geomorphologist and lead design engineer for all three phases. The goal of each phase included improving in-stream and off-channel habitat for threatened Chinook salmon and steelhead by restoring appropriate channel form/geometry and improving natural channel processes. For all three phases, Rio provided geomorphic and engineering design services (hydrology, hydraulics, stream design, riparian planting zones, and engineered log jam design) from conceptual through final design. The projects relocated the channel(s) to existing areas of robust riparian vegetation, increased channel sinuosity, narrowed the channel width, increased flow depth, placed in-stream structure (woody debris), created channel constrictions to form and maintain pools, increased velocity variability, reconnected the floodplain, and established a robust riparian community.

Two project areas (Fayle Phase I and Big Springs Phase II) were constructed in 2017, and construction was completed in 2019 for a third project area (Confluence Project Phase III). Rio ASE is continuing to coordinate with the LRLT to identify and develop several additional projects within the overall assessment area. Additionally, Rio ASE has developed and is preparing to initiate a 5-year monitoring plan to evaluate project effectiveness.



Confluence Project, Phase III

Two years after construction, note the freestone gravel bed, multi-threaded planform, in-stream wood structure/cover, and developing riparian vegetation.



Confluence Project – Lemhi River Phase III

Existing condition hydraulic depth model illustrating lack of pools and shallow uniform depth at the 1.25year flow.



Proposed condition hydraulic depth model illustrating narrower width, many side channels, increased number of pools (dark blue areas) and overall increased depth variability at the 1.25-year flow.

37

Big Springs Phase IIOne year after construction of narrower channel with new banks, islands, and riparian vegetation.





Silver Creek Assessment & Restoration Design

PROJECT TYPE

Watershed assessment Reach assessment Restoration concept development Restoration design

HIGHLIGHTS

Reach prioritization
Hydraulic modeling
Geomorphology and
biology integration
Fish habitat restoration
Stakeholder coordination
Riparian and wetland
revegetation
Shade and temperature
reduction

STAKEHOLDERS

Silver Creek Alliance The Nature Conservancy Ecosystem Sciences

CONTRACT

July 2019 – December 2019 \$77,000 value

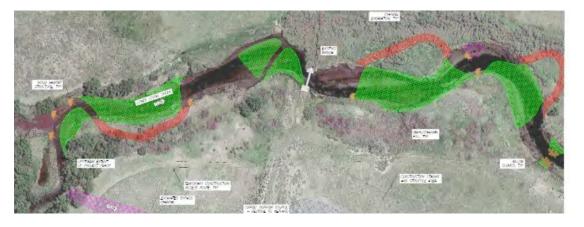
CONSTRUCTION

Fall/Winter 2021/2022 \$500,000 value (estimated) Rio ASE partnered with Ecosystem Sciences to evaluate geomorphic and habitat conditions in the Silver Creek watershed to provide an assessment that would divide the watershed into prioritized reaches, identify appropriate restoration actions, and develop conceptual designs for the two highest priority areas. The goal of the project as developed by a multidisciplinary team included creating habitat conditions suitable for a sustainable, resilient, wild-trout spring-creek fishery.

Initially a watershed-scale assessment was completed that divided the stream and its tributaries into reaches based on geomorphic and biological character. The reaches were evaluated at a high level using readily available remote data and past reports to understand basic issues, potential restoration targets, and recommended treatments to address those targets. Additionally, fish use potential, restoration feasibility, and habitat uplift potential were evaluated to prioritize each reach for more refined analysis at the reach-scale.

Two reaches were selected for refined analysis at the reach-scale. Refined analysis included bathymetric survey, hydraulic modeling, sediment transport analysis, identification of geomorphic target conditions, and development of appropriate treatment examples to address the identified targets. Next, specific conceptual restoration designs were developed from the synthesis of available data and analysis through collaboration with the project team understanding the goals and constraints within the targeted project reaches.

After receiving feedback from a diverse stakeholder group, one of the two conceptual designs was selected to advance to final design and ultimately construction. The design goals included increasing channel sinuosity, improving off-channel habitat, reducing the over-widened width-to-depth ratio, adding in-stream structure, and planting riparian vegetation. The project was constructed during the fall/winter of 2021/2022.



Excerpt from conceptual design. Green areas represent bank to fill to address overwidened channel conditions while red areas represent excavations to increase sinuosity and redirect flow into existing mature riparian vegetation.





Photo examples of existing, over-widened channel lacking riparian vegetation, in-stream structure, and habitat (upper image) versus reference target conditions example illustrating narrow channel with robust riparian vegetation providing hydraulic roughness, complexity, and cover with diverse habitat (lower image.)





Lemhi River, Eagle Valley Ranch Subreaches 1, 3, & 4

Salmon, ID

PROJECT TYPE

Large wood habitat structures
Channel restoration
Floodplain reconnection
Wetland creation
Construction observation

HIGHLIGHTS

Assessment & design
Concept development to final
design
Instream large wood complexity
Floodplain reconnection

STAKEHOLDERS

Client Brian Drake, USBR
Client Jeff Diluccia, IDFG
Quadrant Consulting
Idaho Office of Species
Conservation
Bonneville Power Administration

CONTRACT

July 2017 to present
Design & construction observation
to-date ~\$500K
Subreach 3 2018-2019, \$1.5M
Subreach 4 2019, \$80K
Subreach 1 2021-2024, \$8M

In 2017, Rio ASE began working with the Idaho Department of Fish and Game (IDFG) on their restoration strategy for the Eagle Valley Ranch property along the Lemhi River near Salmon, Idaho. Work has progressed from adjacent side channel projects to full-scale channel relocation and reconstruction. The primary goal of the multi-phase project is to provide rearing and refugia habitat to juvenile spring Chinook salmon, steelhead, and bull trout by restoring natural or historical channel forms and processes. Secondary project goals include floodplain connectivity while minimizing risk to private infrastructure and property from flooding and erosion.

Constructed from 2018-19, Subreach 3 included ~1 mile of new perennial side channel, 0.8 miles of improved habitat in the mainstem Lemhi River, 31 new engineered log jam (ELJ) structures, and 8 mainstem constructed riffles. Subreach 4 Phase I, constructed in 2019, included an excavated alcove and levee setback to stabilize ~150 linear feet of eroded streambank by recontouring the bank and incorporating 9 ELJ structures. Subreach 4 Phase II is currently in the design process and will consist of ~1,000 linear feet of mainstem channel realignment, ~2,000 linear feet of new side channel, and 50 ELJ structures. Subreach 1, which is ongoing, includes floodplain grading, relocation of irrigation diversions, ~2 miles of mainstem channel realignment, ~3 miles of new side channel, and over 150 ELJ structures. Subreach 1 is the largest and most aggressive design and will be constructed over a four-year period due to its scale.

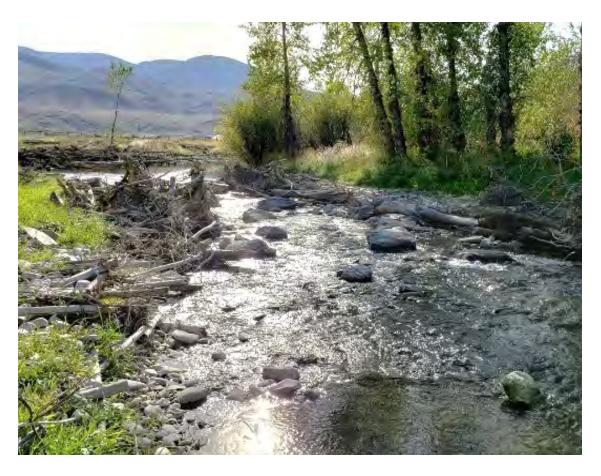
Tasks performed by Rio ASE include completing conceptual to final designs (plans, specifications, and cost estimates), stakeholder outreach and presentations (Idaho Transportation Department and Lemhi County), 2D hydraulic modeling, aquatic habitat suitability modeling, permitting support, bid support, and construction observation.



Subreach 1 Phase 1 under construction with mainstem recently activated.

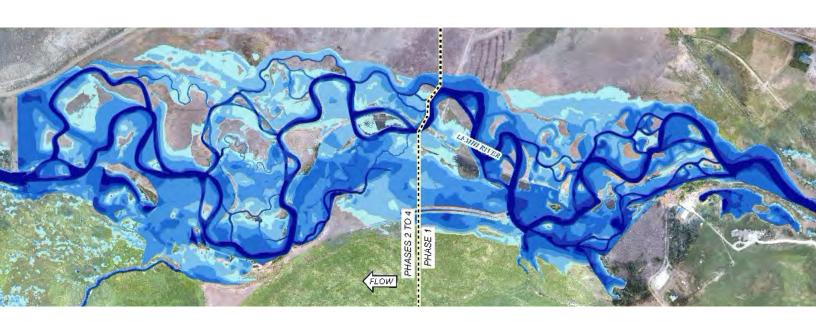


Constructed side channel in Subreach 3 one year after construction completion.



Constructed riffle in Subreach 3 one year after construction completion.





2D hydraulic model output (depth) of SR1 proposed conditions at the 25 year design flow. Channel plan form is an anabranching multichannel network to increase complexity and available habitat for juvenile salmonids



Big Wood River Flood Atlas – Assessment and Planning Strategies

Big Wood River, Blaine County, Idaho

ECOSYSTEM SCIENCES LLC

STAKEHOLDERS

Blaine County, City of Sun Valley, City of Ketchum, City of Hailey, City of Bellevue In the wake of significant and prolonged flooding in the Big Wood River valley, the community recognized the need to better understand river behavior and to develop river management policies and priorities. Development in the floodplain has altered historic channel behavior and led to unintended consequences. Typical flood mitigation techniques are not 100% effective or sustainable, thus challenging the Wood River communities to explore additional ways to mitigate, or reduce, risk and impacts.

The Atlas evaluates river, habitat, floodplain encroachment, geomorphic and flood characteristics for 42 river miles. The primary focus areas of the Atlas, developed in coordination with project stakeholders, include: identifying areas and resources at risk of flooding and severe erosion; identifying and describing areas of lost or degraded riverine habitat; prioritizing areas and project types for flood risk management and ecosystem restoration; discussing alternatives for balancing flood and erosion risk mitigation with ecosystem enhancement and restoration goals and objectives; and, developing best management practices for flood risk reduction, ecosystem restoration projects and community development.

The Big Wood River Atlas represents a collaborative, multi-year process as a response to major river flooding and channel erosion. The flooding is dramatically affecting the resilience of the communities and the future sustainability of the landscape and ecology of the Wood River Valley. Recent floods have been extreme in both magnitude and duration, and the river channel response is exacerbated by high sediment load contributions from major fires, and floodplain encroachment over the past century of development.

See the Atlas visually engaging document with attractive graphics, design and layout here.









Wood River Valley Forest Enhancements

Wood River Valley - ID

ECOSYSTEM SCIENCES LLC

STAKEHOLDERS

City of Sun Valley, City of Ketchum, City of Hailey, City of Bellevue, Blaine County and Idaho Department of Lands The Wood River Valley (WRV) Forest Enhancement Assessment provides high-resolution data (land cover, urban tree canopy and priority tree planting locations) that assists Blaine County and the cities of Ketchum and Sun Valley in the identification and prioritization of land management and land use planning decisions within the project area. The data created through this project provides information related to emergency preparedness and disaster planning, forest treatments in the Wildland Urban Interface (WUI), river/stream restoration, stormwater management, street tree planting and management (to enhance various aspects of communities including economic development), and forest health treatments. Although the focus of the project relates to forests (within the cities and county lands), non-forested (streets, buildings, bare ground etc.) areas are mapped as well. Similar data has been created for cities and counties throughout Idaho. Such data has been integral to informed and effective decision making for municipalities within these regions.

44



Stream Alteration, Ordinary High-**Water Mark and Mapping**

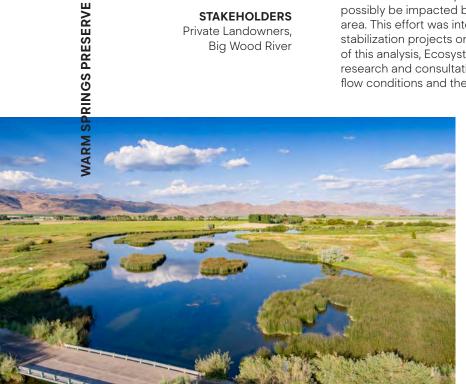
Big Wood River-ID

ECOSYSTEM SCIENCES LLC

STAKEHOLDERS

Private Landowners, Big Wood River

Ecosystem Sciences performed baseline investigation was to identify the Ordinary High Water Mark, low-flow channel, floodplain analyses and features that may fall under federal jurisdiction and could possibly be impacted by bank stabilization activities at the project area. This effort was intended to aid in the permitting for riverbank stabilization projects on the Big Wood River near Ketchum. As a part of this analysis, Ecosystem Sciences conducted on-site field surveys, research and consultation to map the Ordinary High Water Mark at low flow conditions and the approximate future Ordinary High Water Mark.







South Valley Groundwater District Management Plan

Wood River Valley - ID

ECOSYSTEM SCIENCES LLC

STAKEHOLDERSSouth Valley
Groundwater District

Ecosystem Sciences is tasked to design and conduct a long term, science-based, data-driven groundwater management plan to improve groundwater monitoring and management within the District. Tasks include: development of GIS database to store, sort and analyze data related to SVGWD's water use, locations, planning and development; installation of well-water flow monitoring array; installation of well transducers at select wells; consultation with SVGWD's lead hydrologist, engineers and Advisory Board.



Big Wood River Groundwater Water Area Management Plan

Wood River Valley - ID

ECOSYSTEM SCIENCES LLC

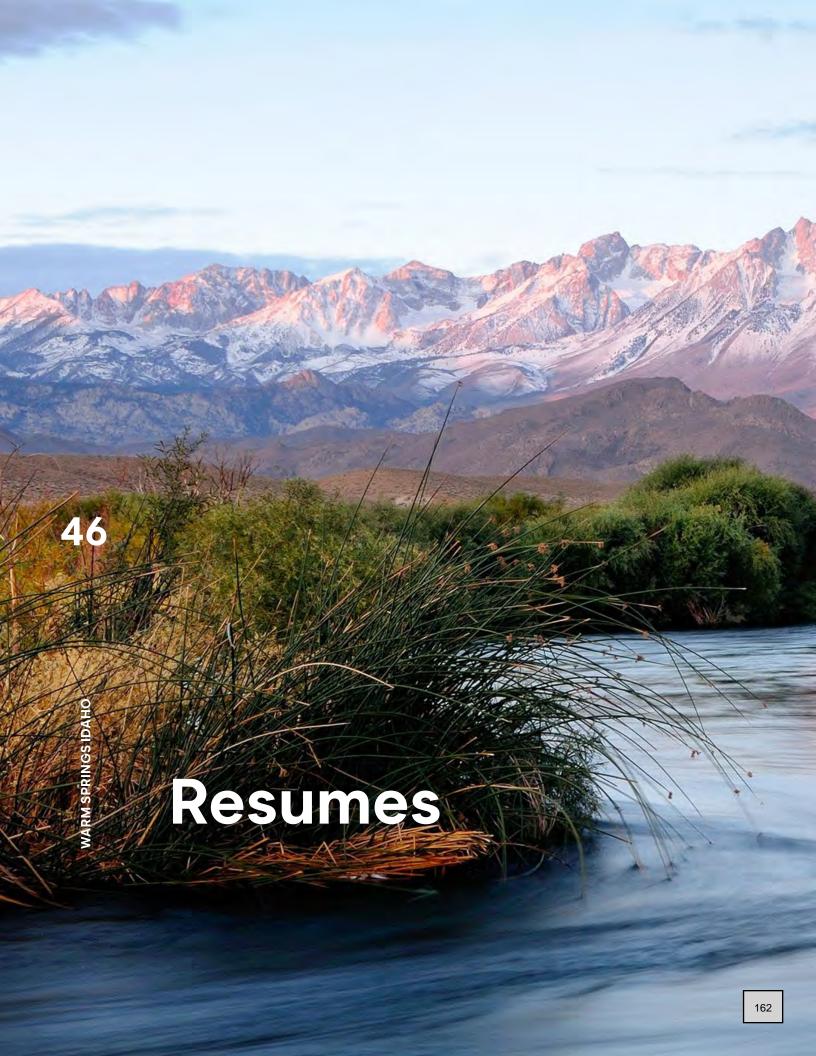
STAKEHOLDERS

South Valley Groundwater District, Galena Groundwater District Ecosystem Sciences provided expert testimony for groundwater management hearings on the Big Wood River basin, Idaho. In 1991, IDWR designated a GWMA for the Big Wood River Basin after ground water monitoring wells showed that ground water levels were declining in the basin. In recent years, landowners with senior surface water rights in the Big Wood River and Little Wood River have alleged that ground water pumping in the upper Wood River and Silver Creek drainages was depleting flows in the rivers and reducing river flows diverted for irrigation. This dispute resulted in attempted litigation and the submittal of several draft plans to IDWR to address the controversy. Hearings were conducted to determine impact and injury for water users in the Basin.











STACY PASSMORE AICP, LEED AP | Principal & Co-Founder



Stacy Passmore is a landscape designer and urban planner with 15 years of experience working with communities to initiate innovative designs through public engagement. She has 7-years of experience working in mountain towns on the Western Slope where she worked as planning and design coordinator for a small architectural firm in Telluride Colorado. In this role she navigated complex community approval processes involving boards such as the Historic Architecture and Landmark Commission. She has also worked extensively with environmental nonprofits including, the Solar Living Institute in Mendocino County, The Clearwater Sloop, The Chife Foundation and the San Miguel County Green Building Task Force. Stacy also led the landscape design of a sustainable agricultural community design in West Africa, including a fish farm, earth brick factory, and extensive market fields that hybrid ecology and local economies. She is currently co-leading the design of a Sustainable Future Farm Park in Aurora, CO.

EDUCATION

CERTIFICATIONS & AFFILIATIONS	2018	Harvard University Graduate School of Design Master in Landscape Architecture, with Distinction
Certified Planner (AICP)	2010	University of British Columbia School of Community & Regional Planning Master in Community & Regional Planning
LEED AP (GBGC)	2003	New York University, Gallatin School Bachelors of Arts, Urban Studies
Small Business Enterprise (SBE) and Woman-Owned	PROFESSIONAL POSITIONS	
Business (WBE) (CDOT, City & County of Denver)	2020-	Superbloom - Principal
American Society of Landscape Architects (ASLA)	2018-2020	Civitas Inc Landscape Designer
	2018	Agency Landscape & Planning - Landscape Designer

RECOGNITION / LEADERSHIP

LEADERSHIP

Colorado Women in Design

2022 Jeff Harnar Award for Contemporary Architecture, 1881 Farm Park

2019 Artist Residency Telluride Art & Architecture

Beavers, Places Journal

2019 Landscape with

2019 Artist Residency, Nature Art & Habitat - Italy

2018 Charles Eliot Traveling Fellowship - Harvard

University

2017 Penny White Project Fund Award - Harvard University

SELECTED PROJECTS

2012-2016

2010-2012

2003-2008

SELECTED PROJECTS		
2021-ongoing	1881 Farm Park, Aurora, CO	
2019-ongoing	Wild Bear Nature Center, Nederland, CO	
2021-ongoing	Cloud Bosque Park, Castle Rock, CO	
2021-ongoing	Populus Living Roof, Denver, CO	
2021	Mt Crested Butte Town Park Vision Plan, Mt. Crested Butte, CO	
2021-ongoing	West Meadows Ranch Residence, San Miguel County, CO	
2021-ongoing	Wilson Mesa Ranch Residence, San Miguel County, CO	
2021-ongoing	Regenerative Meadow Orchard, Englewood, CO	
2020 - 2021	Wetland Restoration, Fort Morgan, CO	
2019-2020	Cache la Poudre Wetland Restoration, Greeley, CO *	
2018-2020	Flex Park at Virginia Key, Miami, FL *	
2018-2020	Nature Playscape, Central Park, Denver CO *	

The Chife Foundation - Lead Urban Designer

New York City Department of City Planning - Special Projects Planner

Tommy Hein Architects - Project Coordinator & Studio Manager

^{*} Work Completed as a Landscape Designer at Civitas

DIANE LIPOVSKY PLA | Principal & Co-Founder



Diane Lipovsky is a landscape architect, artist and co-founding principal of Superbloom in Denver, CO. With over 12 years of experience designing public-interest landscapes, Diane's work explores the intersections of art and design, nature, culture, public health, technology and resilience. Her work has received numerous awards including the American Architecture Award from the Chicago Athenaeum as well as recognition from ASLA Colorado and North Carolina and the American Planning Association. In her previous work at Civitas in Denver, Diane was the lead designer for the North Carolina Museum of Art's acclaimed 34-acre Ann and Jim Goodnight Museum Park. The park design engages art with nature, elevating public health and broadening the definition of the traditional interior gallery. Diane is currently co-leading the design of a sustainable farm park in Aurora, CO.

CERTIFICATIONS & AFFILIATIONS

EDUCATION

2005

Professional Landscape Architect

(CO #LA.0001431; MA #3018)

Small Business Enterprise (SBE) and Woman-Owned Business (WBE) (CDOT, City & County of Denver)

American Society of Landscape Architects (ASLA)

Colorado Women in Design

2010 Harvard University Graduate School of Design

Master in Landscape Architecture

University of Southern California, School of Cinema-Television

Bachelor of Arts in Cinema-TV Critical Studies, magna cum laude

PROFESSIONAL POSITIONS

2020-Superbloom - Principal

2013-2020 Civitas Inc. - Landscape Architect

2010-2013 Crosby | Schlessinger | Smallridge - Landscape Architect

RECOGNITION / LEADERSHIP

SELECTED PROJECTS

1881 Farm Park, Aurora, CO 2021-ongoing Jeff Harnar Award for 2019-ongoing Wild Bear Nature Center, Nederland, CO Contemporary Architecture, 2021-ongoing Cloud Bosque Park, Castle Rock, CO 1881 Farm Park, 2022. Populus Living Roof, Denver, CO 2020-ongoing American Planning Association's 2021 Great Places in America, Great Public Space. Neponset River 2018-2020 Flex Park at Virginia Key, Miami, FL* Greenway. 2019. 2017-2020 Prairie Retreat Park at High Line Canal, Aurora, CO * Chicago Athenaeum American 2016-2020 High Prairie Park at Painted Prairie, Aurora, CO * Architecture Award, Ann & Jim

Goodnight (NCMA) Museum Park. 2018.

2013-2016 2016-2020

2016-2020

2016-2020

2018-2020

2011-2012

2010-2013

2010-2013

Raleigh Environmental Award, NCMA Museum Park. 2018.

Sir Walter Raleigh Award for Community Appearance, NCMA Museum Park. 2018

> Colorado ASLA Merit Award, NCMA Museum Park. 2018.

ULI York Award of Excellence (Triangle Chapter), NCMA Museum Park. 2017.

Mt Crested Butte Town Park Vision Plan, Mt. Crested Butte, CO Ann & Jim Goodnight Museum Park, NCMA, Raleigh, NC * Painted Prairie Pocket Parks & Green Courts Design, Aurora, CO * Painted Prairie Town Center Streetscape Design, Aurora, CO * Painted Prairie, New Urbanist Neighborhood Plan, Aurora, CO * Prairie Retreat Park Concept Design at High Line Canal, Aurora, CO Walden Pond River Reservation Master Plan, Concord, MA + Cuyahoga River Restoration/Towpath Trail, Cleveland, OH + Neponset River Greenway, Boston + Milton, MA +

* Work Completed as Projectc Leader / Landscape Architect at Civitas

+ Work Completed as a Landscape Designer at Crosby/Schlessinger/Smallridge





Dominique Raymond is a landscape designer with 5 years of experience working with planning departments and private developers through public engagement to create mindful, safe places that service the community & local ecology. She has worked in and around the Denver Metropolitan area and is expanding her plant knowledge by working on more mountain projects at Superbloom. As a trauma-sensitive designer, she is dedicated to creating safe, accessible spaces. Her use of native, drought tolerant flora to build pollinator habitat is emblematic of her commitment to sustainability. She has an eye for detail and is mindful of how aesthetics and function work together.

CERTIFICATIONS

EDUCATION

2016

Design for Early Childhood
Outdoor Learning
Environments
Certificate by North Carolina
State University

The Ohio State University, Knowlton School of Architecture Bachelor of Science in Landscape Architecture

PROFESSIONAL POSITIONS

2021-	Superbloom - Landscape	Designer/Project Manager
-------	------------------------	--------------------------

2021-2021 Norris Design - Associate

2018-2021 Norris Design - Project Manager

2016-2018 Norris Design - Landscape Designer

2014-2016 The Ohio State University, Planning, Architecture and Real Estate,

West Meadows Residence, Telluride, CO

Facility Information Technology Services - Building Information Modeling Assistant

RECOGNITION /LEADERSHIP

2020-Present Jane Silverstein Ries Foundation President

2019 ASLA CO-WY SELECTED PROJECTS

2021-ongoing

2017-2019

2016-2021

2019 ASLA CO-WY
Continuing Education
Committee

2019 ASLA CO-WY Volunteer of the Year Award

2016 Knowlton School of Architecture Landscape Architecture Service Award

2021-ongoing	Aldasoro Residence, Telluride, CO
2021-ongoing	Cloud Bosque Park, Castle Rock, CO
2021-ongoing	Populus Living Roof, Denver, CO
2021-ongoing	Regenerative Meadow Orchard, Englewood, CO
2020-2021	Anthem Community Park Anthem, CO*
2019-2021	Harvard Gulch Trail Improvements and Neighborhood Park Denver, CO*
2018-2021	Margaret W. Carpenter Rec Center Expansion Thornton, CO*
2017-2020	Founders Plaza, Brighton, CO*

Brighton Japanese American Association Park Brighton, CO*

Inspiration Community Park & Neighborhood Parks Aurora, CO*

^{*} Work Completed as a Landscape Designer at Norris Design



HELEN DAVIDOSKI | Landscape Designer

Helen Davidoski is a landscape designer with 3 years of experience working with clients and communities to create contextually relevant, sustainable designs including residential, commercial, and public projects. She has years of experience in community outreach and marketing strategy across multiple fields in Ohio, Louisiana, and Colorado. Helen is passionate about creating sustainable designs that center climate change adaptation and community cohesion by identifying and leveraging existing strengths.

After working for the past year in marketing and strategy for a number of values-driven clients she has returned to Colorado to focus on landscape design and implementation, bringing her and her team's vision to reality.

CERTIFICATIONS

EDUCATION

LEED GA (GBGC)

2020 University of Colorado Denver Master in Landscape Architecture

RECOGNITION / LEADERSHIP

2016 Tulane University

Bachlors in Environmental and Urban Studies

Jeff Harnar Award for Contemporary Architecture, 1881 Farm Park, 2022.

PROFESSIONAL POSITIONS

Winner of DIG's Urban Greening Challenge 2020 2021-Superbloom - Landscape Designer

Green Associate Leadership in Energy and 2020 - 2021 17 Ways - Engagement Strategist

2020 Homebound - Social Media Manager

Environmental Design

2020 Thrive - Landscape Designer and Project Manager

(LEED)

2019 Miller Company Landscape Architects - Design Intern

Professional Coordinator **UCD ASLA Student Chapter**

SELECTED PROJECTS

2021-ongoing	1881 Farm Park, Aurora, CO
2021 -ongoing	Englewood Apartment Network, Englewood CO
2021-ongoing	Wild Bear Nature Center, Nederland, CO
2021-ongoing	Cloud Bosque Park, Castle Rock, CO
2021	Ted Scheske Park Vision Plan, Mt. Crested Butte, CO
2021-ongoing	West Meadows Ranch Residence, San Miguel County, CO
2021-ongoing	Wilson Mesa Ranch Residence, San Miguel County, CO
2021-ongoing	Regenerative Meadow Orchard, Englewood, CO
2021 -ongoing	Austin Residence, Greenway Garden, Austin, Texas



Title

Principal Geomorphologist

Professional Experience 20 years

Education

MS, Quaternary Sciences with Distinction Northern Arizona University, 2003

Post-Baccalaureate Geology Coursework University of Montana Western, 1999-2000

Honors BS, Environmental Science; Minor, Mathematics Oregon State University, 1999

Discipline Areas

River Restoration

Geomorphology

Project Management

Natural Resources Management

Channel Migration

Risk Analysis

Open Channel Hydraulics

Hydrology

Climate Change

GIS

Professional Certifications

Professional Geologist licensed in Idaho, Washington, & Oregon

Project Management Professional

Affiliations

Member, American Water Association, Idaho

Board Member, Boise River Enhancement Network

Rob Richardson, PG, PMP

Summary of Experience

Rob is a geomorphologist with 20 years of experience in natural resource planning, management, analysis, and restoration design throughout the western United States and Alaska. His focus has been on river and hillslope processes related to habitat restoration, irrigation, infrastructure, and risk. During his career, Rob has managed dozens of large, interdisciplinary project teams with diverse stakeholders and broad objectives and has achieved outcomes that are both mutually agreeable and supported by the best available science. Rob's technical approach includes understanding historic, existing, and potential future site conditions in order to develop solutions that address the problem rather than simply treat the symptom.

Rob has completed projects within private, government, NGO, and Tribal sectors including river and habitat restoration designs; watershed- and reach-scale geomorphic assessments; channel migration zone analyses and other risk assessments; pipeline and bridge stream crossing evaluations; paleoenvironmental site reconstructions; climate change research; and interdisciplinary planning and prioritization studies. Rob is a licensed professional geologist in Idaho, Oregon, and Washington and a certified Project Management Professional.

Significant Projects

Project Geomorphologist

Silver Creek Assessment The Nature Conservancy 2019 Blaine County, Idaho

Rob was the lead geomorphologist for this watershed- and reach-scale assessment developed as a partnership between Rio ASE and Ecosystem Sciences. Silver Creek is a prized, spring creek trout fishery that has been subject to diminishing habitat and fish numbers for decades. Rob managed the project team that developed an approach to evaluate the watershed, prioritize reaches, perform refined geomorphic and biologic investigation on select prioritized reaches, develop target conditions, and prepare conceptual restoration designs for two reaches integrating the results from all assessment efforts. The assessment has led to the development of one high-priority restoration design (completed by Rio ASE) and two additional designs in development (also by Rio ASE); it is expected to support the coordinated development and completion of additional future restoration design and implementation efforts. Construction of the first of two project phases was completed in 2022.

Project Geomorphologist

Lemhi River Eagle Valley Ranch, Subreaches 1, 3, & 4 U.S. Bureau of Reclamation 2017 – Present Lemhi County, Idaho

Rob is the lead geomorphologist for this multi-reach, multi-phase project intended to provide rearing and refugia habitat to juvenile spring Chinook salmon and steelhead. Subreach 3 (constructed) includes 1 mile of new perennial side channel and 0.8 miles of habitat enhancements on the mainstem Lemhi River. In total, the project has 31 log jams and 8 mainstem constructed riffles. Subreach 4 – Phase I (constructed) includes an excavated alcove and 150 linear feet of bank stabilization through bank recontouring and 9 log jams. Subreach 4 – Phase II (design in progress) includes 1,000 linear feet of

mainstem channel realignment, 2,000 linear feet of new side channel, and 50 log jam structures (9 different types). Subreach 1 (in progress) includes 1 mile of existing channel reconstruction to create a multi-threaded channel complex with increased floodplain connectivity and habitat diversity. Each subreach includes 2D hydraulic modeling, terrain modeling, conceptual-to-final designs (drawings, wood stability calculations, design report, cost estimate, specifications, and bid documents), permitting support, bid assistance, and construction observation. Total construction cost for all subreaches is approximately \$6 million.

Project Manager/Project Geomorphologist

Upper Salmon River Basin Assessment, Planning, & Design Idaho Governor's Office of Species Conservation

2016 – Present Lemhi County, Idaho

This multi-year project includes a watershed-scale Integrated Rehabilitation Assessment (IRA) and Multiple Reach-Scale Assessments (MRAs). The IRA integrated biologic and geomorphic assessments, identifying Chinook salmon and steelhead capacity limitations and geomorphic response potential within the entire upper Salmon River watershed. The MRSs evaluate reach-scale habitat and geomorphic characteristics for the upper Lemhi, lower Lemhi, lower Pahsimeroi, upper Salmon (upstream of Redfish Lake Creek), North Fork Salmon River, and several reference reaches to evaluate existing fish species and life-stage utilization and to identify target conditions that are both geomorphically appropriate and optimized to improve conditions for ESA-listed fish. Rob is helping to coordinate project development in the Upper Salmon subbasin, ensuring priority projects are developed in accordance with and supported by the IRA and MRA conclusions. Rob is managing the overall project effort, participating in the Executive and Science teams, and lead the geomorphic analysis before passing that responsibility to another geomorphologist on our team in 2020.

Project Manager/Project Geomorphologist

Rattlesnake Creek Restoration & Adaptive Management Plan Bonasa Breaks Ranch

2018 – Present Asotin County, Washington

On April 13, 2017, a private earthen dam failed, contributing to a significant flood on Rattlesnake Creek in the lower Grande Ronde River subbasin in southeastern Washington. Subsequent reconnaissance revealed significant impacts to habitat, water quality, and infrastructure along the entirety of the 6.5-mile stream corridor that is occupied by ESA-listed steelhead trout. Rio ASE had detailed LiDAR topography flown of the post-flood site and performed geomorphic, habitat, and vegetation surveys to evaluate post-flood conditions, identify fish passage barriers, and inform a restoration design. Rio ASE developed a detailed and comprehensive restoration plan and design for all 6.5 miles of stream and floodplain impacted. Rio ASE also coordinated and negotiated all restoration plan details with 11 affected landowners, several regulatory agencies, lawyers, and insurance companies. Rio ASE completed all necessary permits, including cultural resources consultation (with help from Plateau Archaeology), riparian revegetation plans (with help from Wildlands, Inc.), and ESA consultation. Rob led the assessment and design approach and managed all aspects of the project including technical, agency coordination, and landowner outreach. The final design and permits were submitted in February 2020, revised in February 2021, and the first phase of three years of phased construction is planned for summer/fall of 2022.

Project Manager/Project Geomorphologist

Upper Lemhi River & Big Springs Creek Restoration Lemhi Regional Land Trust 2016 – Present Lemhi & Custer Counties, Idaho

Rob is the lead geomorphologist for this series of projects that includes improving instream and off-channel habitat for threatened Chinook salmon and steelhead by restoring reach-scale river processes focused on improving instream habitat diversity, increasing floodplain connection, and reducing water temperatures for over six miles of streams of a private ranch. Rio ASE has provided engineering designs from concept through final on over four miles of stream to-date, including hydrologic, hydraulic and sediment transport analyses, channel grading and engineered log jam designs, and contract document preparation (basis of design reporting, quantities and cost estimates, and technical specifications). These projects were built in phases between 2017 and 2019. An additional three miles of design is ongoing with proposed construction dates in 2023.



Title

Principal River Engineer

Professional Experience 18 years

Education

MS, Civil Engineering University of Idaho, 2003

BS, Civil Engineering University of Idaho, 2001

Discipline Areas

Project Management

River Restoration

Geomorphology

Engineered Large Wood Jams

Risk Analysis

Open Channel Hydraulics

Hydrology

Habitat Uplift Modeling

Construction Observation

Project Prioritization

Professional Certifications

Professional Engineer licensed in Idaho, Montana, Oregon, & Washington

Affiliations

Member, Association of Conservation Engineers

Member, American Water Resources Association, Idaho

Jeff Fealko, PE

Summary of Experience

Jeff is a river engineer with experience focused on water resource issues throughout the western United States and has been the engineer of record on countless river restoration and enhancement projects. Jeff excels at managing and working collaboratively with project stakeholders and landowners with diverse perspectives to thoroughly understand project objectives and constraints. He has immense experience advancing projects beginning with project identification, planning, and prioritization to design and implementation while providing the most efficient and effective natural solutions to meet the project objectives.

Jeff strives to understand the underlying riverine processes that influence river restoration and enhancement designs, engineered wood structure design, and fish passage design. He also has extensive experience conducting hydrologic and hydraulic analyses and modeling, aquatic habitat modeling, bridge scour and river instability analysis and design, sediment transport analyses, flood hazard assessments, and construction observation. His experience in hard civil design and construction inspection facilitates advancing design concepts to final construction-ready designs to on-the-ground implementation. Jeff strives to achieve technical excellence integrated with an understanding of variability, complexity, and long-term processes within river systems, which results in successful real-world solutions. Jeff provides quality assurance and quality control on most projects and as a lifelong fisherman, his knowledge of rivers, fish, and fish habitat is an invaluable asset and an instrument utilized continually within his engineering toolbox. Jeff is a licensed professional engineer in Idaho, Montana, Oregon, and Washington.

Significant Projects

Lead Engineer

Eagle Valley Ranch Subreaches 1, 3, & 4 U.S. Bureau of Reclamation 2017 – Present Lemhi County, Oregon

Jeff is the lead engineer on this large-scale restoration project at Eagle Valley Ranch along an approximately 3.4-mile-long segment of the lower Lemhi River. Working with the Idaho Department of Fish and Game, Rio has been working on the restoration design for three of the four reaches. The Lemhi River lacks floodplain connectivity and has been historically straightened and confined; as a result, the aquatic habitat has been greatly simplified. The restoration efforts associated with this project include new side channel networks, main channel relocation, floodplain development, in-stream wood structures, and the reestablishment of a robust riparian corridor. Subreach 3 was constructed in 2017-2018 and subreach 4 was constructed in 2019. Subreach 1, the largest and most complicated, is currently under construction.

Lead Engineer/Project Manager

Walla Walla River Lampson Restoration Walla Walla Basin Watershed Council

2018 – 2020 Umatilla County, Oregon

This project provides perennial flow to an existing non-perennial side channel for improved rearing and high flow refugia for ESA-listed fish and reduced stranding

potential during low-to-moderate flows. This project included design of 400 linear feet of new perennial side channel, two new side channel inlets, engineered log jams, and habitat wood structures throughout the side channel. Jeff worked collaboratively with the landowner to develop a design that provides flooding and erosion protection of private infrastructure and property while still meeting project goals and objectives. Rio ASE completed a wetland delineation following the U.S. Army Corps of Engineers 1987 Delineation Manual and the Western Mountains, Valleys, and Coast Regional Supplement. This assessment began with early coordination with the Oregon Department of Lands and USACE to verify the level of assessment and methodology proposed, and a joint 404 permit application was submitted to USACE and DSL to comply with Clean Water Act Sections 401 and 404.

Lead Engineer

Upper Lemhi River & Big Springs Creek Restoration Lemhi Regional Land Trust 2016 – Present Lemhi County, Idaho

Jeff is one of the lead engineers for a series of projects located on a large conservation easement in the upper Lemhi River. This project area spans over 8 miles of the Lemhi River and over 4 miles of Big Springs Creek. Rio ASE utilized a shade and bank stability analysis (completed by Rob Richardson prior to Rio ASE) to identify priority reaches for restoration in conjunction with the Lemhi Regional Land Trust. Rio ASE has been working on seven projects on this property to-date. The majority of work associated with these restoration efforts includes improving instream and off-channel habitat for threatened Chinook salmon and steelhead. The projects focus on restoring reach-scale river processes, improving in-stream habitat diversity, increasing floodplain connection, and reducing water temperatures for over 6 miles of streams on the private ranch. The designs include channel relocation, channel narrowing, floodplain development and activation, and installation of large wood habitat complexity treatments. Rio ASE has provided engineering designs from concept through final on over four miles of stream to-date, including hydraulic and sediment transport analyses, channel and engineered log jam designs, and bid document preparation (basis of design reporting, cost estimates, and technical specifications). Some of these projects were built in phases between 2017 and 2019. An additional 4 miles of design is ongoing with proposed construction dates through 2023.

Lead Engineer

Renovare LOMR
Renovare Development II, LLC

2018 – 2019

Ada County, Idaho

Jeff was the lead engineer in a flood study on the Boise River in Eagle, Idaho. This flood study evaluated the existing conditions flood model and revised the FEMA regulatory floodway through the project reach to optimize the allowable 1-foot rise in base flood elevation to maximize buildable lot square footage for this development. Rio developed the duplicate effective hydraulic model, developed the necessary figures and submittals and coordinated with FEMA through the regulatory review process until a Letter or Map Revision (LOMR) was issued for the client.

Lead Engineer

Lost River Village Flood Study KM Engineering, PLLC

Ada County, Idaho

2017

Jeff was the lead engineer for a flood study on Tenmile Creek in Nampa, Idaho. The study was developed to evaluate flood risks and associated development potential within a proposed 45-acre land development site. Tenmile Creek through the property is located within a FEMA regulatory Zone A floodplain where the existing base flood elevation and floodway has not been established. To meet municipal regulations, Jeff developed an existing conditions flood model incorporating multiple bridge and irrigation diversion structures. A detailed base flood map and 100-year inundation map were prepared for the client to facilitate their conceptual site development and to meet regulatory requirements.



Title

Principal Fluvial Geomorphologist

Professional Experience 27 years

Education

PhD, Environmental Science Washington State University

MS, Natural Resources Science Washington State University

BS, General Sciences University of Wisconsin

Discipline Areas Geomorphology

Open Channel Hydraulics

Sediment Transport

Hydrology

Hydraulic Modeling

River Restoration

Engineered Large Wood Jams

Restoration Assessment

Project Management

Construction Observation

Professional Certifications Certified Floodplain Manager (CFM)

Affiliations

American Geophysical Union

American Fisheries Society

American Water Resources Association

Association of State Floodplain Managers

Tim Hanrahan, PhD

Summary of Experience

Tim is a fluvial geomorphologist with 27 years of experience working on projects associated with large gravel-bed rivers in the intermountain western United States. His professional interests and projects focus on river processes and associated interactions with aquatic organisms and their habitats. His current and recent projects include fluvial geomorphic assessments of historical and contemporary gravel-bed river conditions and evaluations of potential future channel adjustments. Many of these assessments are applied to river restoration projects for the purposes of identifying the underlying processes responsible for the creation and maintenance of riverine and floodplain habitats. Tim has extensive experience in all phases of river restoration, including assessments, modeling, prioritization, planning, design, implementation, and monitoring. Tim's areas of expertise include river hydraulics and sediment transport, quantitative fluvial geomorphology, assessment and modeling of aquatic habitats, and evaluation of groundwater/surface water interactions in rivers.

Significant Projects

Project Manager/Lead Geomorphologist

Lower Crooked River Sigman Ranch Improvements Crooked River Watershed Council 2021 – Present Crook County, Oregon

This project is a part of the comprehensive Lower Crooked River Strategic Restoration plan aimed at improving habitat for both fish and wildlife, increasing watershed connectivity, improving water quality, and restoring riparian areas over 17 miles of the Crooked River in central Oregon. As the project manager and lead geomorphologist, Tim is directing Rio ASE's efforts to design a new side channel to improve connectivity to the mainstem river. The geomorphic-based design is intended to provide ecological functions similar to spring creeks. The design phase is due to be completed in the spring of 2022, with construction scheduled for fall 2022.

Technical Lead/Fluvial Geomorphologist

Upper Salmon River Basin Assessment, Planning, & Design 2016 – Present Idaho Office of Species Conservation Lemhi & Custer Counties, Idaho

This multi-year project includes a watershed-scale Integrated Rehabilitation Assessment (IRA) and Multiple Reach-Scale Assessments (MRAs). The IRA integrated biologic and geomorphic assessments, identifying Chinook salmon and steelhead capacity limitations and geomorphic response potential within the entire upper Salmon River watershed. The MRSs evaluate reach-scale habitat and geomorphic characteristics for the upper Lemhi, lower Lemhi, lower Pahsimeroi, upper Salmon (upstream of Redfish Lake Creek), North Fork Salmon River, and several reference reaches to evaluate existing fish species and life-stage utilization and to identify target conditions that are both geomorphically appropriate and optimized to improve conditions for ESA-listed fish. Rob is helping to coordinate project development in the Upper Salmon subbasin, ensuring priority projects are developed in accordance with and supported by the IRA and MRA conclusions. Tim is participating in the Executive and Science teams and has taken over as the lead geomorphologist for the interdisciplinary and multi-agency/partner team.

Fluvial Geomorphologist

Lemhi River Eagle Valley Ranch, Subreaches 1, 3, & 4 Idaho Department of Fish and Game

2017 – Present Lemhi County, Idaho

Tim is one of the technical contributors for this multi-reach, multi-phase project intended to provide rearing and refugia habitat to juvenile spring Chinook salmon and steelhead. Tim's technical contributions to restoration designs are focused on evaluations of open channel hydraulics, sediment transport, floodplain connectivity, secondary channel development, and the design of wood structures. Restoration designs have been completed and are continuing in multiple subreaches, with all of the designs including primary channel and secondary channel reconstructions, large wood material structures, off-channel wetland and alcove habitats, and riparian vegetation replanting. Each subreach analysis and design includes detailed 2D hydraulic modeling, conceptual-to-final designs (drawings, terrain modeling, wood stability analyses, basis of design report, cost estimates, specifications, and bid documents), permitting support, bid assistance, and construction observation.

Technical Lead/Fluvial Geomorphologist

Upper Walla Walla River Assessment & Action Plan Confederated Tribes of the Umatilla Indian Reservation 2021 – Present Lemhi County, Idaho

This project is being completed for the Confederated Tribes of the Umatilla Indian Reservation in collaboration with state resource managers in Washington and Oregon, federal and local agencies, and other stakeholders. Tim and Rio ASE are leading a team to develop a scientifically defensible, aquatic-based, and strategic habitat restoration plan founded on a watershed-scale geomorphic, hydrologic, and biological assessment of historical, current, and desired conditions throughout over 115 miles in the upper Walla Walla River, North Fork Walla Walla River, and South Fork Walla Walla River. The project is using a scientifically robust, efficient, and effective approach to assess the watershed, identify target conditions for restoration, and recommend a suite of potential actions to achieve those targets. The goal of restoration is to protect, enhance, and restore functional streams, floodplains, and uplands, which support and sustain healthy aquatic habitat conditions and fish populations.

Project Manager/Fluvial Geomorphologist

South Fork Clearwater River Restoration Assessment & Design
Nez Perce Tribe

2019 – 2020 Idaho County, Idaho

Prior to joining Rio ASE, Tim was the technical lead on behalf of GeoEngineers for this stream restoration project with the Nez Perce Tribe. This project was identified as a high priority in the South Fork Clearwater River Restoration Strategy. The selected geomorphic-based design was led by Tim and included live-felling of streamside trees for large wood recruitment to the river and the in-river placement of floodplain placer-dredge spoils for natural sediment transport within the channel. Tim designed additional restoration treatments that included side channels, boulder placement in the primary channel, and large wood structures of varying sizes.

DEREK RISSO SENIOR SCIENTIST, WETLAND AND RIPARIAN ECOLOGIST

Education

M.S., Fisheries and Wildlife Science, Oregon State University B.A., Environmental Studies, Gettysburg College

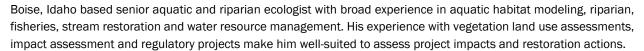
Certifications / Registrations

Professional Wetland Scientist Spatial GIS Hydrologist

Special Studies

Wetland Delineation Training, USACE Spatial Stream Network Modeling, USFS PFC Training, BLM

Experience



Derek has over 20 years of experience as a fisheries, aquatic and riparian ecologist with broad project application. Derek has outstanding skill sets suited for applications in fisheries ecology, riparian and stream restoration, geomorphology, watershed assessments, statistical analyses, permitting and geospatial planning. His work includes fisheries and aquatic habitat assessments, natural resource evaluations, watershed ecology, hydrology assessments, aquatic macrophyte studies, water quality assessments and modeling. Derek manages and implements projects from study design through project completion. He possesses a wide range of technical skills including geospatial, statistical, and habitat modeling applications. His modeling experience includes 1-D and 2-D habitat models for multiple species at multiple life stages. His experience makes him well suited not only for technical tasks but also for agency consultation, stakeholder interaction and project management.

Derek has worked on several large-scale projects internationally and in the Western US, but he specializes in impact assessments on salmonid-bearing stream and riverine ecosystems. He has a wealth of experience with federal, state, tribal and regulatory projects. He has used his knowledge and expertise to prepare numerous restoration and enhancement plans, biological reports, impact analyses, modeling exercises, and statistical analysis of ecosystems. Derek has performed several surveys of land and aquatics habitats.

ZACHARY HILL ENVIRONMENTAL PLANNING AND DESIGN

Education

M. Arch., Environmental Design, Montana State University B.Arch., Architecture, Montana State University M. Sc., Ecological Design, San Francisco Institute of Arch

Certifications/Registrations

Registered Architect
Association of Landscape Ecologists International
American Society of Landscape Architects
National College of Architectural Registration Boards
American Water Resources Association
Leadership in Energy and Environmental Design (LEED, AP)

Experience



Zach is an ecological designer and landscape ecologist specializing in environmental design, planning and ecology. Zach leads project teams and works to integrate environmental management goals with plan needs. His work considers long-term ecosystem health and encourages the positive correlations between economic prosperity and environmental wellbeing. Zach's expertise includes environmental design, planning and research related to natural resources use and the environment. Zach's responsibilities emphasize design and management of natural resources, riparian systems and wetlands, community development, urban systems and ecology, community -based environmental protection, master planning, stream and river ecology and habitat conservation planning. Zach specializes in innovative planning and design, and he applies this forte to resource management through strategy organization and prioritization.

Zach's design work has garnered numerous awards for planning and. Zach creates effective strategies for resource management and designs and creates visually rich environmental plans to convey this information. Zach distills complicated information to a comprehensible format that is effective, compelling and communicates. Zach is proficient with GIS systems, modeling and watershed investigations. Zach produces compelling reports and graphics based on the Adobe CC suite of programs. Zach's design expertise has benefited many recent projects with outstanding visual content and production composition and outputs.

TIM MAGUIRE SENIOR SCIENTIST, GIS ANALYSIS

Education

M.S., Geography, Portland State University B.A., Environmental Studies, Gettysburg College

Certifications/Registrations

Certified ESRI Spatial Hydrologist Certified GIS Professional

Experience

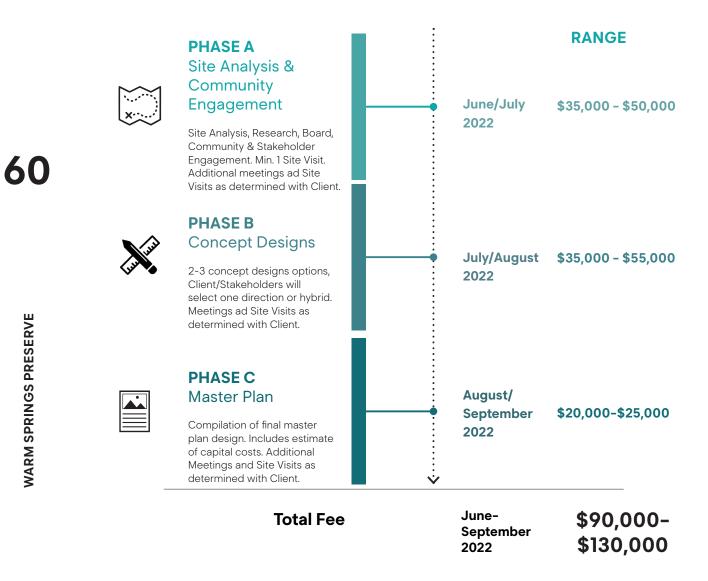
Tim specializes in biogeography, landscape ecology, modeling and geographic information systems (GIS). With over 19 years of experience, Tim has put his skills to use modeling natural resources, modeling and analyses, hydrologic systems, assessment of riparian landscapes and designing strategic plans that enable a broad audience to understand complex topics. Such efforts aided in the implementation of innovative river-basin management, ecology and restoration projects in the U.S. and abroad.

Tim's principal expertise and interest lies in biological-geography and the assessment of natural resource use, ecology, and spatial data infrastructure design. Tim understands a broad range of ecological and GIS topics ranging from hydrology and species interactions in urban and wildland systems to flow modeling, sediment modeling and resource utilization. Tim has also spent considerable time examining the ecological effects of water use in heavily managed watersheds and impacts on natural ecology and system resilience.

Tim's in-depth experience and knowledge of GIS, databases, biogeography, ecological systems, aquatic habitat, and riparian vegetation types makes him an exceptional team member on any ecological based investigation. Tim manages Ecosystem Sciences' GIS databases, which employs ArcGIS 10.6 to manage, model, analyze, and present spatial data at multiple scales. He populates and compiles all of the Geodatabases needed to display project data and produces high-quality modeling and cartography. Tim is well-versed in the riparian and upland plant species and community types, as he has spent considerable time performing road and botanical based surveys throughout thewest. Tim's background in natural resources, modeling and GIS expertise enables him to ensure that investigations and management actions are employed at applicable scales.

Rates + Fee Estimate

We look forward to working with you closely to develop a scope and fee that meets your needs. Based on our current understanding, the fee ranges below suggest anticipated design costs for the completion of the Warm Springs Preserve Master Plan through each phase of the design process. This estimate is highly scalable depending on your needs and the agreed upon scope. These fees include all required disciplines/consultants for the Master Plan as described herein including Superbloom, Rio ASE & Ecosystem Sciences. Fee ranges have been provided to allow for flexibility in the discussion regarding the overall scope and scale of Warm Springs Preserve plan as it progresses through these next steps of project and program definition.



SUPERBLOOM X RIO ASE

Standard Billing Rates, 2022

Team billing rates below, provided for reference only. Rates subject to change annually. Superbloom will notify Client of updates 30 days prior to change.

Superbloom

Principal/Landscape Architect	\$175.00/hr
Project Manager	\$125.00/hr
Landscape Designer	\$100.00/hr
Graphic Designer	\$100.00/hr
Research Assistant	\$ 90.00/hr
Intern	\$65.00/hr

Rio ASE

Senior Principal Geomorphologist	\$150
Principal Geomorphologist	\$145
Principal Engineer	\$145
Staff Engineer II	\$115
Staff Engineer I	\$95-110
Office Manager	\$85

61

Ecosystem Sciences Staff Rate Schedule Rate

Senior Ecologist/GIS Analyst/Planner	\$135/hr
GIS Analyst	\$105/hr
Field Scientist	\$65/hr

Reimbursable Expenses

to be approved in advance by Client and may include additional site visits, reproductions or renderings.



SUPERBLOOM X RIO ASE

References

SUPERBLOOM

1. Contact: Jill Dreves, MBS

Role: Executive Director, Wild Bear Nature Center Project: Wild Bear Nature Center P: 303-258-0495 | 303-588-0299 (cell) E: jill@wildbear.org www.wildbear.org

2. Contact: Christopher H. Fellows, Board Chair

Windler Public Improvements Authority & Painted Prairie, LLC Project: 1881 Farm Park AND Painted Prairie Parks P: 303-795-9900 C: 720-341-7052



1. Erika Green Phillips

Watershed Manager The Nature Conservancy erika.phillips@TNC.ORG 208-721-8112 (cell)

2. Mark Davidson

Executive Director Blaine County Recreation District mdavidson@bcrd.org 208-720-2475 (cell)

3. Mike Edmondson

Administrator Idaho State Office of Species Conservation Mike.edmondson@osc.ida 208-571-4812 (cell)

Contact

SUPERBLOOM



Stacy Passmore, Principal Role: Primary Contact and Project Director

23 Lincoln Street, Suite 200 Denver, CO 80203 p: 214-288-1517 e: stacy@superbloom.net



Diane Lipovsky, Principal Role: Consulting Principal

23 Lincoln Street, Suite 200 Denver, CO 80203 p: 720-725-9406 e: diane@superbloom.net





Rob Richardson, PG, PMP Role: Principal Geomorphologist

3380 W Americana Terrace Ste 390 Boise, ID 83706 p: 208-559-4615 e: Rob@RioASE.com

INDEPENDENT CONTRACTOR AGREEMENT #22107

This INDEPENDENT CONTRACTOR AGREEMENT ("Agreement") is made by and between the CITY OF KETCHUM, IDAHO, an Idaho municipal corporation (hereinafter referred to as "City") and Studio Superbloom, LLC (hereinafter referred to as "Contractor").

RECITALS

WHEREAS, the City of Ketchum purchased the 65-acre Warm Springs Preserve parcel;

WHERAS, there is a need to conduct a formal master plan for the property to inform future improvements;

WHERAS, the City completed a competitive process to solicit proposals and has selected the Contractor to perform the master plan scope of work;

NOW, THEREFORE, on the basis of the foregoing recitals, and upon motion duly passed by the Ketchum City Council, and for the consideration set forth herein, the parties agree as follows:

- **1. AGREEMENT.** Contractor agrees to provide services pursuant to the terms and conditions of this Agreement.
- 2. SCOPE OF WORK: Contractor will provide the services outlined in the Proposal for Park Master Planning Services (Attachment A). Work will be completed in a phased authorized task order process which will be reviewed and approved by the City Council.
- 3. AMOUNT AND METHOD OF PAYMENT: The City agrees to pay Contractor for services rendered under this Agreement. Contractor shall maintain time and expense records and make them available to the City monthly and provide monthly invoices in a format acceptable to the City for work performed to the date of the invoice. All invoices shall be paid by the City within forty-five (45) days of receipt of proper invoice unless no funds are available, then as soon as funds become available. Uncontested invoices paid after forty-five days may be subject to the statutory rate of interest pursuant to Idaho Code section 67-2302.
- 4. **INDEPENDENT CONTRACTOR RELATIONSHIP:** Contractor is not an employee, servant, agent, partner, or joint venture of the City. The City shall determine the work to be done by Contractor, but Contractor shall determine the legal means by which it accomplishes the work specified by the City. This Agreement shall not be construed to create any employer-employee relationship between the City and Contractor.
- 5. FEDERAL, STATE, AND LOCAL PAYROLL TAXES: Neither federal, state, or local income taxes nor payroll taxes of any kind shall be withheld and paid by the City on behalf of Contractor or the employees of Contractor. Contractor shall not be treated as an employee with respect to the services performed hereunder for federal or state tax purposes. Contractor understands that Contractor is solely responsible to pay, according to law, Contractor's income tax. Contractor further understands that Contractor may be liable for self-employment (Social Security) tax to be paid by Contractor according to law.

- 6. **LICENSES AND LAW:** Contractor represents that it possesses the requisite skill, knowledge, and experience necessary, as well as all licenses required, if any, to perform the services under this Agreement. Contractor further agrees to comply with all applicable laws, ordinances, and codes of federal, state, and local governments in the performance of the services hereunder.
- 7. **FRINGE BENEFITS:** Because Contractor is engaged in its own independently established business, Contractor is not eligible for and shall not participate in any employee pension, health, or other fringe benefit plans of the City.
- 8. **WORKER'S COMPENSATION:** While performing duties within the scope of the professional services, as set forth herein, Contractor shall be covered under the City's workers compensation liability policy.

PROPRIETARY RIGHTS: All data, materials, reports, maps, graphics, tables, memoranda, and other documents or products developed under this Agreement whether finished or not shall become the property of the City, shall be forwarded to the City at its request, and may be used by the City for any business or municipal purpose. The City agrees that if it uses products prepared by Contractor for purposes other than those intended in this Agreement, it does so at its sole risk.

CONFIDENTIALITY: Contractor agrees to maintain confidentiality of all work product produced under this Agreement, including both interim and draft, materials, reports, maps, graphics, tables, memoranda, and other documents unless and until the City signifies its written approval that such work product may be published as final work product subject to the public records laws of the state of Idaho. The City reserves the right to distribute the final work product as it sees fit provided that Contractor may use final reports as approved and adopted by the Ketchum City Council in the marketing of its firm.

TERM OF AGREEMENT: This Agreement shall commence as of the effective date specified in **Section 25** and shall remain in effect up to one year unless terminated by either party as specified in **Section 16**, or extended by mutual consent of both parties.

ENTIRE AGREEMENT: This Agreement, contains the entire agreement of the parties and supersedes any and all other agreements or understandings, oral or written, whether previous to the execution hereof or contemporaneous herewith.

GENERAL ADMINISTRATION AND MANAGEMENT: The City Administrator or his/her designee shall be the City's representative and shall oversee and approve all services to be performed, coordinate all communications, review and approve all invoices, and carry out any and all tasks as may be required under this Agreement.

CHANGES: The City reserves the right to make changes from time to time in the scope of services to be performed hereunder. Such changes, including any increase or decrease in Contractor's compensation, which are mutually agreed upon by and between the City and Contractor, shall be incorporated in written amendments to this Agreement.

AMENDMENTS: This Agreement may be amended only in writing upon mutual agreement of

both the City and Contractor.

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

TERMINATION OF AGREEMENT:

TERMINATION BY THE CITY: The City reserves the right to terminate this Agreement at any time, for any reason, by giving at least fifteen (15) days' notice in writing to Contractor. If this Agreement is terminated by the City as provided herein, Contractor shall be paid for the work performed prior to termination, less payment or compensation previously made. Contractor shall also provide the City all products or works related to this Project generated to date of termination.

TERMINATION BY THE CONTRACTOR: The obligation to provide further services under this Agreement may be terminated by Contractor upon thirty (30) days' written notice. Such termination shall be based upon substantial lack of performance by the City under the terms and conditions of this Agreement when said substantial lack of performance is through no fault of Contractor. If this Agreement is terminated by Contractor, Contractor shall be paid for services rendered and for reimbursable expenses incurred to the date of such termination.

NOTICES: Any and all notices required to be given by either of the parties hereto, unless otherwise stated in this Agreement, shall be in writing and be deemed communicated when mailed in the United States mail, certified, return receipt requested, addressed as follows:

To CITY: Jade Riley

City Administrator

PO Box 2315 | Ketchum, ID 83340

To CONTRACTOR: Studio Superbloom LLC

23 Lincoln St #200 Denver, CO 80203

DISCRIMINATION PROHIBITED: In performing the services required herein, Contractor agrees not to discriminate against any person on the basis of race, color, religion, sex, national origin or ancestry, age, or handicap. Violation of this section shall constitute a material breach of this Agreement and deemed grounds for cancellation, termination, or suspension of the Agreement by the City, in whole or in part, and may result in ineligibility for further work for the City.

STANDARD OF SERVICE: Contractor shall provide services as described in this Agreement. These services will be performed in accordance with generally accepted professional practices for the scope of this project. Contractor makes no other warranty either expressed or implied.

INDEMNIFICATION: Contractor agrees to indemnify and hold the City of Ketchum harmless from and against all claims, suits, damages (including without limitation, damages to persons and property including deaths), costs, losses, and expenses, in any manner related to or arising from the acts or omissions of Contractor, its managers, members, directors, officers, shareholders,

agents, and employees.

NONWAIVER: Failure of either party to exercise any of the rights under this Agreement or breach thereof shall not be deemed to be a waiver of such right or a waiver of any subsequent breach.

APPLICABLE LAW: Any dispute under this Agreement or related to this Agreement shall be decided in accordance with the laws of the state of Idaho.

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

ATTORNEY FEES: Should any litigation be commenced between the parties hereto concerning this Agreement, the prevailing party shall be entitled, in addition to any other relief as may be granted, to costs and reasonable Attorney fees as determined by a court of competent jurisdiction. This provision shall be deemed to be a separate contract between the parties and shall survive any default, termination, or forfeiture of this Agreement.

EFFECTIVE DATE: The effective date of this Agreement shall be the day this Agreement is signed by the City.

SUCCESSORS IN INTEREST: The provisions of this Agreement shall be binding upon and shall inure to the benefit of the parties hereby and their respective successors and assigns.

CONFLICT OF INTEREST: Contractor shall disclose any conflict of interest to the City that may arise or exists with any of Contractor's current or former employers, clients, contractors, or the like, of or regarding any work, information, or data that may relate to any of the subject matter of the scope of work or not. In the event a conflict of interest is identified, Contractor shall immediately disclose the conflict and the City may, in its sole discretion, determine that this Agreement will terminate, or agree to measures to address the conflict and limit Contractor's scope of work to avoid the conflict. Failure to promptly disclose a conflict of interest constitutes Contractor's breach of this Agreement.

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

Stacy Passmore	Mayor Neil Bradshaw
SUPERBLOOM	CITY OF KETCHUM
	ATTEST
	 Tara Fenwick City Cle



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: 22107

To:

5810 STUDIO SUPERBLOOM, LLC 23 LINCOLN ST #200 DENVER CO 80203 Ship to:

CITY OF KETCHUM PO BOX 2315 KETCHUM ID 83340

P. O. Date	Created By	Requested By	Department	Req Number	Terms
06/09/2022	kchoma	kchoma		0	

Quantity	Description	Unit Price	Total
1.00	MASTER PLANNING WARM SPRINGS P 93-4900-5910	1.0	TBD
	SHIPPING	& HANDLING	0.00
	TOTAL	PO AMOUNT	TBD



City of Ketchum

June 13, 2022

Mayor Bradshaw and City Councilors City of Ketchum Ketchum, Idaho

Mayor Bradshaw and City Councilors:

Recommendation to approve Purchase Order #22105 with Opal Engineering for Professional Services Regarding Water and Wastewater Capital Improvement Projects

Recommendation and Summary

An aging water line needs to be replaced and re-located in concert with the Sun Valley Road rehabilitation project (Spruce to Idaho Power sub-station). A portion of the existing water line goes under the power sub-station which is not preferred and thus the need to relocate (see attached map).

Staff is recommending to contract with Samantha Stahlnecker (Opal Engineering) to complete the design and provide construction oversight for the project as she overseen similar projects for the city and possess unique knowledge of the city water system and standards.

"I move to approve Purchase Order #22105 with Opal Engineering"

The reasons for the recommendation are as follows:

- Time is of the essence to complete replacement and re-location of a water line in concert with the Sun Valley Road rehabilitation project.
- Ms. Stahlnecker poses unique knowledge to complete this project within the short time frame.
- Staff would like to utilize her services on some other miscellaneous water and waste-water capital improvement projects.

Sustainability Impact

Replacement of the aging pipe will ensure no leaks and proper service delivery.

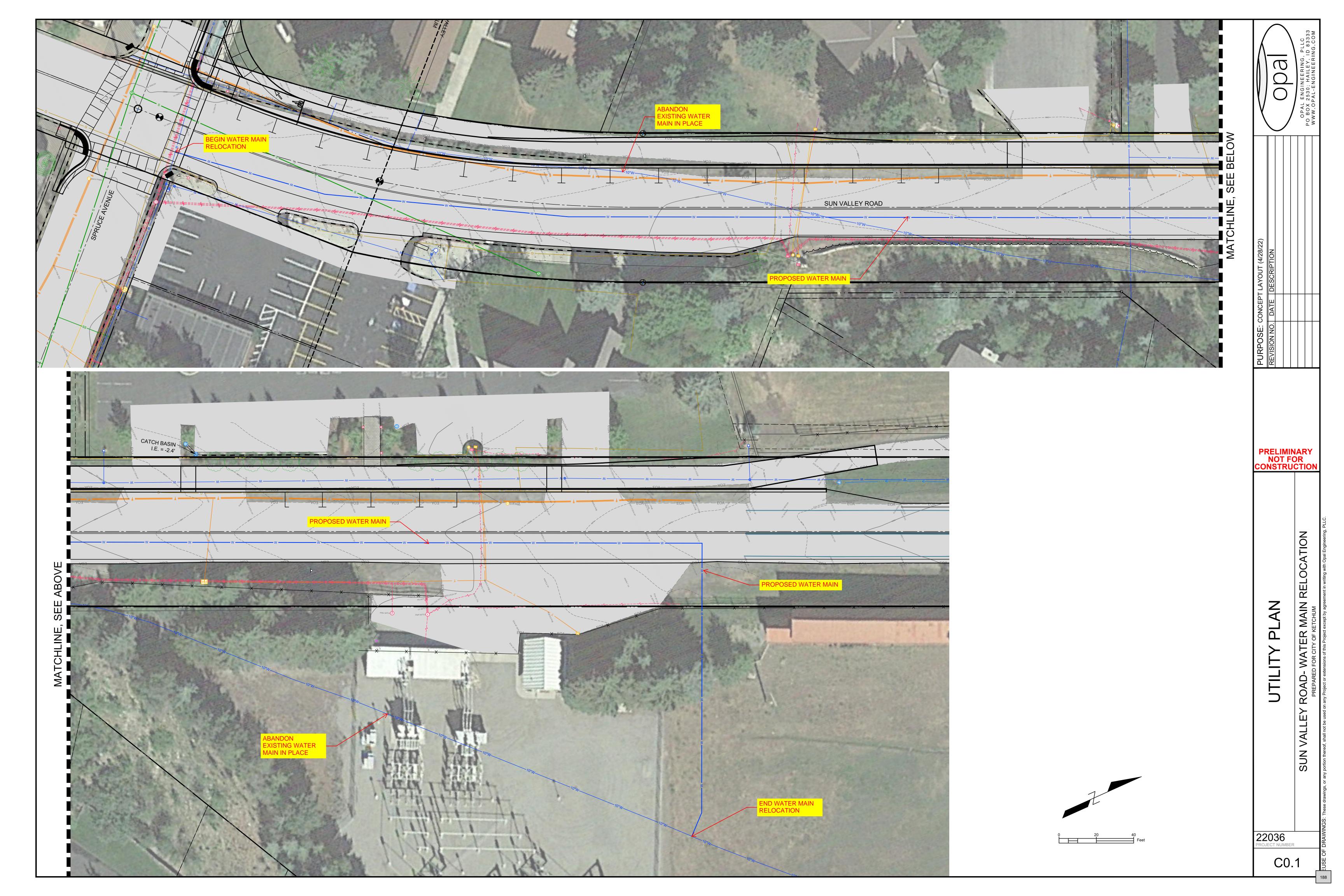
Financial Requirement/Impact

The current estimate for the waterline replacement project is \$110,000-\$120,000. Staff would recommend a change-order with IMC who is completing the roadway project to achieve construction scale of economies.

Future CIP projects for water and wastewater would be funded from their existing professional services account.

Attachments

Map of SV Road waterline project Purchase Order #22105 Contract





City of Ketchum

June 13, 2022

Mayor Bradshaw and City Councilors City of Ketchum Ketchum, Idaho

Mayor Bradshaw and City Councilors:

Recommendation to approve Purchase Order #22106 with Forsgren Associates for Professional Services Regarding Planning and Building Development Review

Recommendation and Summary

The city currently utilizes a local engineering firm to complete the city engineer review of all planning and building development applications. The vendor recently requested to rescope their engagement with the city due to other commitments. Staff is recommending to contract with Robyn Mattison at Forsgren Associates as she previously served as the Public Works Director/City Engineer.

"I move to approve Purchase Order #22106 with Forsgren Associates"

The reasons for the recommendation are as follows:

- Ms. Mattison has served previously as the City Engineer as it very familiar with city development standards.
- Forsgren Associates completes this scope of services for other Idaho cities and counties. They have previously provided these services to the city.
- It is important that the city engage with a engineering firm which does not conduct private development services in order to not create a conflict of interest.

Sustainability Impact

No direct impact.

Financial Requirement/Impact

Planning and Building Department budget contains adequate funds for this professional services contract.

Attachments

Purchase Order #22106 Contract



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: 22106

To:

2115

FORSGREN ASSOCIATES, INC. 415 SOUTH 4TH STREET

BOISE ID 83702

Ship to:

CITY OF KETCHUM PO BOX 2315 KETCHUM ID 83340

P. O. Date	Created By	Requested By	Department	Req Number	Terms
06/08/2022	kchoma	kchoma		0	

Description		Unit Price	Total
ENGINEERING SERVICES	01-4150-6500	TBD	TBD
	Ç!	HIPPING & HANDI ING	0.00
	31	III I ING & HANDLING	0.00
		TOTAL PO AMOUNT	TBD
		ENGINEERING SERVICES 01-4150-6500	



WORK ORDER AND AGREEMENT May 23, 2022

Г

City of Ketchum P.O. Box 2315 Ketchum, Idaho 83340

L

PROJECT: City Engineering Services **PROJECT NO.:**

TASK DESCRIPTION:

The City of Ketchum is requesting engineering services to support the City's Planning & Building Department, and other departments as needed. Services include performing reviews for conformance with city and state standards and general engineering practices and coordinating with other city departments and project owners/agents.

SCOPE OF WORK:

Consultant shall provide the following review services as requested:

- a. Preliminary plat reviews
- b. Final plat reviews
- c. Preliminary and final construction document reviews
- d. Application reviews

Additional engineering services as required by the client. These services may include, but are not limited to: review, comment and provide suggestions on all related ordinances or proposed ordinances; advise the Planning and Zoning Commission and/or City Council on development matters; and provide new ordinance research and development.

Assumptions:

- 1. Documents will be submitted and reviewed electronically using the city's selected plan review software, or other as approved by the city. In addition, review letters will be prepared summarizing key comments.
- 2. Site visits will be approved and coordinated with city staff prior to travel.

SCHEDULE:

Work will be completed within the review timelines outlined by the city. The schedule for specific services will be mutually agreed upon by consultant and client when the services are requested.

FEE: Engineering assistance will be completed on a time & materials basis. Rates for 2022 are shown in the table below. The rates are subject to change annually.

Work Order and Agreement City of Ketchum Prepared May 23, 2022 Page 2

Title Code	Title	\$/Hr
Engineer V	Division Manager	\$ 225.00
Engineer IV	Senior Engineer	\$ 195.00
Engineer III	Project Manager	\$ 155.00
Engineer I	Engineer	\$ 115.00
Drafter III	Designer III	\$ 120.00
Clerical III	Project Assistant III	\$ 85.00

Rates are fully-loaded with direct labor, overhead and profit.

Reimbursables are charged at cost plus 15%.

Subconsultants are charged at cost plus 15%.

Milage and per diems will be charged at federal government rates.

CONTRACT TERMS:

If this Work Order and Agreement correctly summarizes our understanding of the Scope of Work you have requested and the agreed-upon fee for our services, please sign it to indicate your approval and return one copy as our authorization to proceed.

All work performed will be in accordance with accepted standards of professional practice. All original documents are the property of Forsgren Associates except where by law these documents become public property.

Billing will occur monthly based on the hours worked and expenses incurred. The Client agrees to limit the Engineer's liability to the Client due to his/her negligent act, errors or omissions, such that the total aggregate liability of the Engineer shall not exceed the Engineer's fee for each assigned subtask of the project, and Client hereby releases and holds harmless the Engineer and its employees from any liability above such amount.

This Agreement shall be deemed entered into when it is received, duly signed by the Client, at the office of Forsgren Associates; 1109 West Myrtle Street, Suite 300; Boise, ID 83702.

FORSGREN ASSOCIATES, INC.		CLIENT: CITY OF KETCHUM	
Ву:		By:	
Title:	Senior Project Manager	Title:	
Date: _		Date:	



City of Ketchum

June 13, 2022

Mayor Bradshaw and City Councilors City of Ketchum Ketchum, Idaho

Mayor Bradshaw and City Councilors:

Recommendation To Approve changes to Ketchum Municipal Code Title 13, Chapter 13.08, Section 2 (Definitions) and Section 7 (Cross Connections)

Recommendation and Summary

Staff is recommending the council to approve changes to Ketchum City Municipal Code 13.08 Water Service Systems regarding Section 020 (Definitions) pertaining to verbiage used or added in Section 070 (Cross Connection) which will provide clarity for City of Ketchum's rules and regulations of Section 070 Cross Connections and to bring Section 070 Cross Connection into compliance with new Federal and State Regulations.

I recommend the council authorize the mayor to sign Ordinance _#1237__ to bring the City of Ketchum's Water System Municipal Code 13.08 into compliance with Federal and State regulations (IDAPA 58.01.08) pertaining to Section 020 (Definitions) and Section 070 (Cross Connections).

The reasons for the recommendation are as follows:

- The Idaho Department of Environmental Quality Idaho Administrative Act (IDAPA) rules for public drinking water systems (IDAPA 58.01.08) requires municipalities to adopt and maintain a cross connection program to protect their public water system from contaminants.
- Recently the State of Idaho has amended IDAPA 58.01.08 pertaining to cross connections in public drinking water systems. Changes to the municipal code will bring the City of Ketchum into compliance with new regulations.
- Updated Ketchum City Municipal Code Section 020 (Definitions) to provide current definitions regarding verbiage used in Section 070 Cross Connection
- To provide clarity to the public regarding rules and regulations pertaining to Section 070 Cross Connection within the City of Ketchum's Municipal Code 13.08 Water Service Systems.

Introduction and History

The City of Ketchum's Municipal Code 13.08 Water Service Systems was passed in 1987. Since then, there have been no amendments of this code since new Federal and State rules and regulations have been amended. The water department would like to bring the City of Ketchum's Municipal Code into compliance with the recent changes to better protect our public water supply.

Attachment: Ketchum City Ordinance # 1237

Respectfully submitted Gio Tognoni Water Division Supervisor

ORDINANCE NUMBER	1237
-------------------------	------

AN ORDINANCE OF THE CITY OF KETCHUM, IDAHO, AMENDING CHAPTER 13.08 OF TITLE 13 KETCHUM MUNICIPAL CODE (KMC) - WATER SERVICE SYSTEM; ADDING AND AMENDING DEFINTIONS IN KMC 13.08.020; ADDING TO AND AMENDING KMC 13.080.070 FOR THE REGULATION OF CROSS-CONNECTIONS INCLUDING AUTHORITY, PURPOSES, REGULATIONS, RESPONSIBILITIES, ENFORCEMENT, AND TESTING; PROVIDING FOR SEVERABILITY; PROVIDING A REPEALER CLAUSE; AND ESTABLISHING AN EFFECTIVE DATE.

BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF KETCHUM, IDAHO.

Section 1. Chapter 13.08.020 – Definition of Title 13 of Ketchum Municipal Code is amended as follows:

13.08.020 – **Definitions.** Unless the context specifically indicates otherwise, the meaning of terms in this Ordinance shall be as follows:

<u>Backflow</u> The flow, other than the intended direction of flow, of any foreign liquids, gases, or substances into the distribution system of a public water supply.

Approved - 1) The term "Approved" as herein used in reference to a water supply shall mean a public water supply that has been approved by the Idaho Department of Environmental Quality. 2) The term "approved" as herein used in reference to an air gap, a double check valve assembly, a reduced principle backflow prevention assembly or other backflow prevention assemblies or methods shall mean approved per Idaho State Plumbing Code 603.

Auxiliary Water Supply – Any water supply, on or available, to the premises or other than the purveyors approved public potable water supply.

<u>Backflow</u> - The undesirable reversal of the flow of water or other liquids, mixtures of water, gases, or other substances, under positive or reduced pressure into the distribution pipes of a potable water supply from any source other than its intended source.

<u>Backflow Prevention Device</u> A device to counteract backpressure or prevent backsiphonage.

Backflow Prevention Assembly – A backflow preventer which is designed to be in-line tested and repaired. An "assembly" shall consist of the backflow

prevention unit, two resilient seated shutoff valves and test cocks. Approval of backflow assemblies by the City shall be based on a favorable laboratory and the State of Idaho Drinking Water Regulations. Most commonly categorized as air gap, reduced pressure principle device, double check valve assembly, pressure vacuum breaker, atmospheric vacuum breaker, hose bibb vacuum breaker, residential dual check, double check with intermediate atmospheric vent, and barometric loop.

<u>Backflow Prevention Device – A backflow preventer that is not designed</u> for in-line testing.

Back Pressure – A condition in which the Owner's system pressure is greater than the supplier's system pressure, which would cause reversal of the normal direction of flow.

Back-Siphonage – The flow of water or other liquids, mixtures, or substances into the distribution pipes of a potable water supply system from any source other than its intended source caused by the sudden reduction of pressure in the potable water supply system.

City: The City of Ketchum, Idaho, its authorized or designated agent, representative, or deputy.

City Water Service Line: That portion of an individual water service line that runs from its connection with the public water main to and including the curb stop installed within the limits of the public right of way or recorded utility easement. The meter irrespective of its location shall be owned and maintained by the City.

Commission – The State of Idaho Control Commission.

<u>Contamination</u> The entry into or presence in a public water supply of any substance which may be deleterious to health and/or quality of water.

<u>Contamination – An impairment of a potable water supply by the introduction or admission of any foreign substance that degrades the quality and creates a health hazard.</u>

<u>Cross-Connection</u> Any physical arrangement whereby a public water supply is connected, directly or indirectly, with any other water supply system, sewer, drain, conduit, pool, storage reservoir, plumbing fixture, or other device which contains or may contain contaminated water, sewage, or other waste or liquids of unknown or unsafe quality which may be capable of imparting contamination to the public water supply as a result of backflow.

Cross Connection - A connection or potential connection between any part

of a potable water system and any other environment containing other substances in a manner that has the potential to allow such substances to enter the potable water system. Other substances may be gases, liquids, or solids, such as chemicals, waste products, steam, water from other sources (potable or non-potable), or any matter that may change the color or add odor to the water.

<u>Department – City of Ketchum/Water Department</u>

Hazard, Degree of – The term is derived from an evaluation of the potential risk to public health and the adverse effects of the hazard upon the potable water system.

A. Hazard: Health – A cross connection or potential cross connection involving any substance that could, if introduced into the potable water supply, cause death or illness, spread disease, or have a high probability of causing such effects.

B. Hazard: Plumbing – A plumbing type cross connection in a customer's potable water system that has not been properly protected by an approved air gap or an approved backflow prevention assembly.

C. Hazard: Pollution – A cross connection or potential cross connection involving any substance that generally would not be a health hazard but would constitute a nuisance or be aesthetically objectionable, if introduced into the potable water supply.

Health Officer The Idaho Department of Health and Welfare, or its authorized agent.

Multiple building Development Includes the various types of developments that would have common or joint ownership areas such as condominiums, townhouses, mobile home parks, office buildings, shopping centers, and similar developments.

Municipal Water System Includes all components and facilities of the public water system that is owned, operated, and maintained by the City of Ketchum, Idaho, for domestic and other uses, which systems and facilities consist generally of all wells, storage reservoirs, transmission mains, structures, buildings, chlorination facilities, pumps, pump houses, distribution mains, water lines, fire hydrants, valves, service connections, fittings, mechanical equipment and all other facilities exclusive of private water service lines as required for the furnishing and distribution of water as a public system to areas of the City.

Owner Refers to the property owner that is served or is to be served by the municipal water system, or his duly authorized agent.

Person Any individual, <u>partnership</u>, firm, company, association, society, <u>public or private corporation</u>, or group, <u>political subdivision or agency of the State</u>

<u>Department, agency or instrumentality of the United States or any other legal entity.</u>

<u>Permit – A document issued by the Department which allows the use of a backflow preventer, building permit, etc....</u>

Private Fire Service Connection This is a separate and independent connection from the municipal water main that connects directly to a private sprinkler system or other private system that has been, or is to be installed, in any building for the purpose of fire control withing that specific building and said connection shall be for no other purpose except upon written approval of the Water Superintendent.

Private Water Service Line This is to be the portion of the water service line that runs from the building being served to the point of connection with the City water service line.

Private Water System This is any water system for domestic use that is not owned, operated, and maintained by the City of Ketchum, Idaho.

Pollution – The presence of any foreign substance in water that tends to degrade its quality by does not necessarily pose a risk to human health if consumed.

Property Refers to all property, whether privately or publicly owned, within the service limits of the municipal water system excluding therefrom lands that have been dedicated for public street or highway rights of way.

Shall "Shall" is mandatory; "May" is permissive.

User Shall be synonymous with "Owner".

Water Main Any pipeline owned by the City for the purpose of transportation and/or distribution of water to serve more than one water service line or user.

Water, Potable – Water that is deemed safe for human consumption, as determined by the standards set forth by the Department of Environmental Quality and defined in the Idaho Rules for Public Drinking Water Systems, IDAPA 58.01.08.

Water, Non-potable – Water that is not safe for human consumption or that is of questionable quality.

Water, Used – Any water supplied by the City of Ketchum's water system to a consumer's water system after it has passed through the point of delivery and is no longer under the sanitary control of Ketchum's water distribution system.

Water Superintendent The person appointed by the City to be responsible for the operation and maintenance of the municipal water system, or his authorized agent.

Section 2. Chapter 13.08.070 – Cross Connections of Title 13, Ketchum Municipal Code is amended as follows:

13.08.070 - Cross Connections

A. Purpose:

- 1. To protect the public potable water supply served by the City of Ketchum Water Department from the possibility of contamination or pollution by isolating, within its customers internal distribution system, such contaminants or pollutants which could backflow or backsiphon into the public water system.
- 2. To promote the elimination or control of existing cross-connections, actual or potential, between its customers in-plant potable water system, and non-potable systems.
- 3. To provide for the maintenance of a continuing program of cross-connection control which will effectively prevent the contamination or pollution of all potable water systems by cross-connection.

B. Authority:

- 1. The Federal Safe Drinking Water Act of 1974, and the rules of the State of Idaho IDAPA §58.01.08.
- 2. City of Ketchum, Rules and Regulations, Ordinances as adopted. The Water Superintendent shall have the authority to require standards more stringent than State regulations if they deem that the conditions so dictate.
- C. Responsibility: The City and/or its Department employees shall be responsible for the protection of the public potable water distribution system from contamination or pollution due to the backflow or backsiphoning of contaminants or pollutants through the water service connection. City water customers are responsible for aiding the City by installing/maintaining proper protective measures within their individual home plumbing systems. If, in the judgment of the Department, an approved backflow device is required at the City's water service connection to any customer's premises, the City, or its delegated employee, shall give notice in writing to said customer to install an approved backflow prevention device at each service connection on the premises. The customer shall, within ninety (90) days install such approved device, or devices, at their own expense, and failure or refusal, or inability on the part of the

customer to install said device or devices withing ninety (90) days, shall result in discontinuing water service to the premises until such device or devices have been properly installed and inspected.

D. Administration.

- 1. The Department will operate a cross-connection control program, to include keeping of necessary records, which fulfill the requirements of the Cross-Connection Regulations and are approved by the controlling agency(s).
- 2. Persons served by the City Municipal Water System, including, but not limited to Owners, shall comply with all the provisions of the Cross-Connection Control Program.
- 3. The Owner shall allow his property to be inspected for possible cross-connections and shall follow the provisions of the Department's program and the City Regulations if a cross-connection is permitted.

E. Cross-Connection Rules and Regulations:

No water service connection to any premises shall be installed or continued in use unless the water supply is protected by backflow prevention devices as may be required by this chapter and/or Tile 1, Chapter 8, IDAPA §58.01.08 "Idaho Regulations for Public Drinking Water Systems." The installation or maintenance of a cross-connection which will endanger the water quality of the potable water supply of the City shall be unlawful and is prohibited. The control or elimination of cross-connections shall be in accordance with the Ordinance and/or Title 1, Chapter 8 IDAPA §58.01.08 "Idaho Regulations for Public Drinking Water Systems," together with the latest additions of appropriate manuals of standard practice pertaining to cross connection control approved by the Water Superintendent. The Water Superintendent shall have the authority to require standards more stringent than State regulations if he deems that the conditions so dictate. No connection will be made to any fire hydrant on the municipal water system by any person without having first received the permission of the Water Superintendent, except for firefighting purposes. No person shall make or permit the cross-connection of any private water system to a water line that is served by the municipal water system except as herein provided. Whenever an Owner connects to the municipal water system the Owner shall, at this their expense, physically disconnect any private water source from the municipal water source in such a manner that water from a private source will never pass through the same pipes that carry water from the municipal source, except as may be approved by the Water Superintendent and Health Officer.

1. Backflow prevention devices shall be installed at the ties on the premises or within any premises where, in the judgement of the Water <u>Department employee (s) and/or</u> Superintendent, the nature and extent of activities, or the materials stored on the premises, would present an immediate and dangerous hazard to health and/or be deleterious to the quality of the water should a cross-connection occur; even though such cross-connection does not exist at the time the backflow prevention devices shall be installed under circumstances, including, but not limited to, the following:

a. Premises having an auxiliary water supply, unless the quality of the auxiliary supply is in compliance with Title 1, Chapter8 IDAPA §58.01.08, Idaho Regulations for Public Drinking Water Systems and is acceptable to the Water Superintendent.

[Remainder of sub-subsections unchanged except for numbering as may be required for consistency.]

[Subsections B and C unchanged except for numbering as may be required for consistency.]

D. Backflow prevention devices required by this chapter shall be installed under a permit issued by the Water Superintendent and shall not be used until the same is inspected, tested and approved by qualified Water Department personnel. There shall be no charge for the permit, inspection and testing by the Water Department prior to approval of the installation. Thereafter, the owner shall have said backflow prevention device tested by a qualified backflow prevention tester annually except for devices installed as part of irrigation systems which shall be tested in accordance with Subsection 7 (G) hereinbelow. Such testing together with all maintenance and repair of said device shall be at the owner's expense. Whenever a device is found to be not working properly, it shall immediately be repaired or replaced at the owner's expense. All backflow prevention devices shall be tested by a qualified backflow prevention device tester at the owner's expense.

[Subsections E and F are unchanged except for numbering as may be required for consistency.]

- 7. No irrigation system shall be installed without adequate backflow prevention devices at the point from which the water for irrigation is taken from the municipal water system, or at a location approved by the Water Superintendent. Backflow devices installed on irrigation systems shall be tested at least once every three (3) years annually.
- 8. Failure of the customer to comply with the regulation for installation, maintenance, testing or inspection of backflow prevention devices required by this Ordinance and/or Title 1, Chapter 8 IDAPA §58.01.08 "Idaho Regulations for Public Drinking Water Systems" shall be grounds for the termination of water service to the premises.

F. Requirements:

1. Department:

a. For new installations the Department will provide on-site evaluation and/or inspection of plans to determine the type of backflow preventer, if any, that will be required and perform inspection upon installation.

<u>b.</u> For premises existing prior to the amendment of ordinance, the Water Department will perform inspections and advise Owner of corrections deemed necessary.

- c. The Department will not allow any cross-connection to remain unless it is protected by an approved backflow preventer for which an approval has been issued and which will be regularly tested to ensure satisfactory operation.
- d. The Department shall inform the Owner by letter, of any failure to comply, by the time of the first re-inspection. The Department will allow an additional fifteen (15) days for the correction. In the event the Owner fails to comply with the necessary correction by the time of the second re-inspection, the Department will inform the Owner by letter that the water service to the Owner's premises will be terminated within a period not to exceed five (5) days. If the Owner informs, in writing, the Department of extenuating circumstances as to why the correction has not been made, a time extension may be granted by the Water Superintendent, but in no case will exceed an additional thirty (30) days.
- e. If the Department determines at any time that a serious threat to the public health exists, the water service may be terminated immediately.
- f. The Department shall have on file, a list of people who are certified backflow device testers. All charges for these tests shall be paid by the Owner of the building or property.

2. Owner:

- a. The Owner shall be ultimately responsible for the elimination or protection of all cross-connections on their premises.
- b. The Owner, after having been informed by a letter from the Department, shall at his expense, install, maintain, and test or have tested, all backflow preventers on their premises.
- c. The Owner shall correct any malfunction of the backflow preventer which is revealed by periodic testing.
- d. The Owner shall inform the Department of any proposed or modified cross-connections and any existing cross-connections of which the Owner is aware but has not been found by the Department.
- e. The Owner shall not install a bypass around any backflow preventer unless there is a backflow preventer of the same type on the bypass. Owners who cannot shut down operation for testing of the device must supply additional devices necessary to allow testing to take place.

- f. The Owner shall install backflow preventers in a manner approved by the standards set by the manufacturer, the rules of the State of Idaho IDAPA §58.01.08, and Uniform Plumbing Code.
- g. The Owner shall install only backflow preventers approved by the Water Department and in compliance with IDAPA §58.01.08.
- G. Existing In-Use Backflow Prevention Devices: Any existing backflow preventer shall be allowed by the Department to continue in service unless the degree of hazard is such as to supersede the effectiveness of the present backflow preventer or result in an unreasonable risk to the public health. Where the degree of hazard has increased, as in the case of irrigation systems and residential installations converting to a business establishment, any existing backflow preventer must be upgraded to a reduced pressure principle device, or a reduced pressure principle device must be installed if no backflow device was present or existing backflow device is removed for repairs the Owner shall be responsible to come into compliance with IDAPA 58.01.08.

H. Periodic Testing.

- 1. Reduce pressure principle backflow devices and double check backflow devices shall be tested annually.
- 2. Periodic testing shall be performed by any state certified tester. This testing will be done at the Owner's expense.
- 3. Any backflow preventer that fails during a periodic test shall be repaired or replaced. If backflow preventer must be replaced the Owner must be in compliance with IDAPA 58.01.08 and City regulations. Upon completion of the repair the device shall be re-tested at the Owner's expense to ensure correct operation. High hazard situations will not be allowed to continue unprotected. If the backflow preventer fails to test and cannot be repaired immediately, the water supply will be terminated immediately.
- 4. Backflow prevention devices will be tested more frequently in cases where there is a history of test failures and the Department determines, the degree of hazard involved, additional testing is warranted. Cost of the additional test will be borne by the Owner.

I. Fees and Charges:

The City of Ketchum may establish by resolution and assess or impose fees or charges for the permits and services required under this chapter.

Section 3. If any section, paragraph, sentence or provision hereof or the application thereof to any particular circumstances shall ever be held invalid or unenforceable, such holding shall not

affect the remainder hereof, which shall continue in full force and effect and applicable to all circumstances to which it may validly apply.

Section 4. All Ordinances or Resolutions or parts thereof in conflict herewith are hereby repealed and rescinded.

Section 5. This Ordinance shall be in full force and effect after its passage, approval and publication according to law.

PASSED AND ADOPTED by the, 2022.	Council of the City of Ketchum this day of
	Neil Bradshaw, Mayor City of Ketchum
ATTEST:	
Tara Fenwick, City Clerk	



City of Ketchum

June 13, 2022

Mayor Bradshaw and City Councilors City of Ketchum Ketchum, Idaho

Mayor Bradshaw and City Councilors:

Recommendation To Review, Provide Direction and Approve the Development Agreement Amendment, Final Plat, and Condominium Preliminary Plat for the 1st and 4th mixed-use project located at 391 N 1st Ave

Recommendation and Summary

The applicant has requested approval of a second amendment to Development Agreement #20427, approval of the final plat for removal of lot lines and vacation of alley, and approval of a condominium preliminary plat for the 1st and 4th project located at 391 N 1st Ave. Staff supports most requests by the applicant, however, the applicant and staff are not in agreement with the requirements for the community housing units, specifically, the income categories for the 12 employee housing units that will convert to 12 deed restricted community housing units if not used for the Harriman Hotel Project. Please see below for an overview of all requests and staff analysis of those requests. The proposed development agreement amendments must be approved by City Council before either of the subdivision applications can be approved.

Recomme	ended Motion #1: "I move to approve the Second Amendment of Development Agreement
#20427, s	tipulating the 12 employee housing units targeted for income categories (TBD by
Council)	, and authorize the mayor to sign the agreement."

Recommended Motion #2: "I move to approve the Final Plat for the removal of lot lines and vacation of alley and the Condominium Prelim Plat for the 1st and 4th project, with proposed conditions, and direct staff to prepare findings of fact, conclusions of law, and decision for both applications."

Staff recommends the Council review the requested Development Agreement amendments, determine how to regulate the deed restricted community housing units, and then approve the Development Agreement, the final plat map, and the condominium preliminary plat.

The reasons for the recommendations are as follows:

• Staff and the applicant agree the Development Agreement should be amended to provide more time for completion of the Project and clarify the community housing requirements

- The Final Plat and Condominium Preliminary Plat are to reconfigure the development parcel and provide for the market rate units to be sold. Both applications meet all requirements of the subdivision regulations for the City of Ketchum.
- The Planning and Zoning Commission reviewed the Condominium Preliminary Plat and recommended approval and recommended approval of the amendments to the Development Agreement with some revisions.

Introduction and History

The Applicant is under construction on a new mixed-use building at 391 First Ave N and 120 W 4th Street (the "subject property"). The building includes an underground parking garage, 12 employee housing units with 18 beds, 3 deed restricted community housing units, 7 market rate residential units, and approximately 6,900 square feet of ground floor commercial/retail space (the "project"). The 12 employee housing units provide 18 beds for employee housing for the Harriman Hotel located on the southeast corner of Main Street and River Street. The three community housing units are to satisfy the community housing requirement for the floor area ratio density bonus the 1st and 4th project received.

In approving the project currently under construction, the Council approved consolidation of Lots 1 and 2 of Block 57, Ketchum Townsite, and the vacation of the public alley adjacent to the project site. A preliminary plat was filed with the Design Review application to permit removal of lot lines between Lots 1 and 2, and vacation of the alley. The preliminary plat for these actions was approved by the Commission on June 10, 2019, and City Council on December 16, 2019.

Development Agreement #20427 (Attachment E) was approved in December 2019 which sets forth the obligations of the developer and city for the 1st and 4th development including employee and community housing unit requirements, sequence of obligations, and timeframe for completion of the project. An amendment to the Development Agreement (Attachment F) was approved by the Council on January 19, 2021 which extended the timeframes and requirements for the project. A full overview of the project timeline to date can be found in Attachment D.

Requested Amendments to the Development Agreement

The applicant is requesting a second amendment to the Development Agreement that would allow for the following (see Attachment A for detailed request):

- 1. Release of performance bond for site reclamation
- 2. Replacement of letter of credit for site improvements with performance bond
- 3. 6-month extension to the deadline for obtaining a Certificate of Occupancy
- 4. Acceptance and processing of final plat map for consolidating the lots and vacation of alley prior to Certificate of Occupancy. The approved Agreement requires that a certificate of occupancy for the project be issued prior to recordation of the alley vacation.
- 5. Master lease of the employee housing units to a Hotel Operator or the Hotel Developer. The approved Agreement only identified the Hotel Developer as the entity for the master lease.
- 6. Use of third-party verifier, other than Blaine County Housing Authority (BCHA), for the qualifier of tenants for the community housing units. The approved agreement only identified BCHA as the manager of the community housing units.
- 7. Lease of the 12 employee housing units targeted for income categories 4, 5, and 6. Two units at category 4, five units at category 5, and five units at category six. The approved Agreement

- requires a separate exceedance agreement that would have set the units at income Category 4.
- 8. Additionally, staff is recommending modification to a provision in Section 10 of the approved agreement that allows the community housing units to be used for hotel employees through a master lease with the hotel developer/operator. The applicant is supportive of the removal of that provision from Section 10 of the agreement.

As part of this request, the applicant also submitted the final plat for the consolidation of the lots and vacation of the alley, and the condominium preliminary plat for the project. Both applications meet all requirements of the city's subdivision regulations. A full overview of all requirements can be found in Attachments I and J. The proposed amendments to the Development Agreement must be approved by the City Council before either plat application can be approved.

Staff is supportive of the proposed amendments 1 through 6 and 8, however, staff is not in support of request 7. A redline and clean version of the draft Second Amendment of Development Agreement #20427 is included as Attachment B and C respectively. Please see the analysis below for an overview of staff's position on these provisions.

Analysis

Requested Amendments 1-4

Staff is supportive of requests 1-6 listed above. Most of the provisions of the Development Agreement, where amendments are being requested, are in place to ensure completion of the project and to limit the liability to the city in the event the project was not completed. As of the date of this report, the project is under construction with significant progress on the vertical construction of the building. Due to the status of the project, site reclamation is no longer required, and security is still in place for the construction of site improvements. Even with proposed amendments to the agreement, all site improvements are required prior to certificate of occupancy or recording of the condominium final plat, whichever comes first. As outlined in communications from the applicant and applicant's contractor, Conrad Brothers, availability of materials and supplies and weather delays are the cause of the extension request.

Requested Amendment 5-7

Staff is supportive of adding agreement language to allow for the master lease to either be with the Hotel Developer or Operator. Logistically, the hotel operator is the arbiter of employees, employment qualifications, and leasing. Staff is also supportive of allowing a third-party verifier and qualifier for tenants of the community housing units provided that the third-party is approved by the City of Ketchum and the units shall first be offered to eligible tenants on an established waitlist approved by the City of Ketchum. Currently, the applicant is in discussions with The Housing Company to verify tenants.

The project provides 12 employee housing units for the hotel and three community housing units associated with the density bonus within the project. Section 9 of Development Agreement #20427 states that:

"Twelve such depicted units shall be dedicated to on-site employee housing. In the event Owner determines not to use such for on-site employee housing, then such units shall be committed as deed-restricted community housing units with such covenant to be managed by Blaine County Housing Authority."

As the hotel will not be in operation by the time the 1st and 4th project is completed, the 12 employee housing units will convert to deed-restricted community housing units per the development agreement. This proposed amendment is serving as the required exceedance agreement that sets the income levels for all the deed restricted community housing units. Projects in Ketchum that have onsite deed restricted community housing units are governed under the requirements of Section 17.124.050 of the KMC, which requires that the units be targeted for income category 4 (80-100% AMI) or less unless otherwise approved by the Commission and City Council. The three required community housing units associated with the floor area bonus will be targeted to income category 4 as required by code.

The applicant initially requested that all 12 employee housing units be targeted for income category 6. However, following feedback from the Planning and Zoning Commission, the applicant revised the proposed income categories as follows:

- Two units targeted for income category 4 (80-100% AMI)
- Five units targeted for income category 5 (100-120% AMI)
- Five units targeted for income category 6 (120-140% AMI)

Although the revised proposal is more favorable than the initial request, staff believes the 12 employee housing units, once converted to deed restricted community housing units, should be targeted to meet the objectives of the Housing Action Plan (HAP), and only targeted for income categories 4 and 5 for the following reasons:

- Policy decisions related to income levels for the deed restricted community housing program should be informed by the recently adopted HAP.
- The HAP identifies that the largest need for workforce housing is rental units in the range of 0-120% AMI, up to category 5.
- The purpose of deed restricted community housing program is to "help meet the demand and needs for housing of the community's employees" (KMC 17.124.040)
- Approximately 70% of Ketchum's workers earn income in categories less than category 4.
- There is a significant demand for rental units in income categories 4 and 5, less so in category 6, as demonstrated by the Blaine County Housing Authority (BCHA) waitlist.
- Staff has received an increased number of requests for higher income categories for on-site
 deed restricted community housing units. Allowance of higher income categories will erode
 the effectiveness of the program over time and diverge from the goals of the HAP. The action
 on this project will set a precedent for other requests to increase income levels for on-site
 community housing units.

The City Council must make a policy decision as to the income targets for the 12 on-site employee housing units that will be community housing units until needed for the Harriman Hotel. Additionally, the city's decision on income targets for this project will set a precedent for other applicants requesting higher income levels for on-site deed restricted community housing units. Below is background information from the HAP that informed staff's recommendation above.

Housing Action Plan

The HAP outlines the vision, goals, and actions Ketchum is committed to, to address our housing need. The plan is the guiding "north star" for decision making and actions over the next 10 years to

create practical, positive, lasting change in Ketchum. In addition to the five goals for action, the plan identifies performance measures to track progress toward achieving the goals.

The goals and performance measures were developed through extensive community outreach and data research. The HAP identifies that the need for workforce housing is rental units in the range of 0-120% AMI, demonstrated by the profile of the community's households and the income levels of our workforce. Data gathered through the HAP indicates approximately 50% of Ketchum's households make at or below 100% area median household income, which is income category 4 or less. Another 11% are making between 100-120% AMI, for a total of 61% making at or below 120% AMI. Additionally, about 70% of Ketchum's workers earn incomes less than category 4. What this means is that the majority of our households and the majority our workers need housing priced for income categories 5 or less.

Housing for income categories 1-3 (0-80% AMI) generally require a more significant subsidy than housing for income categories 80-120%. Housing for income categories 1-3 is most often created through public-private partnerships with developers and non-profit organizations well versed in federal tax credit programs and other creative funding sources to bridge large funding gaps. Housing for income categories 4 and 5 (80-120%) do not require the same amount of subsidy and often do not qualify for federal funding because units at that income level can be incorporated into the project development program with minimal subsidy.

The city's deed restricted community housing program, or FAR density bonus program, is a great example of a program that targets 80-120% AMI. Development projects receive additional floor area in exchange for deed restricted community housing units. Most projects that take advantage of this program yield between 1 and 3 deed restricted community housing units per project. Due to the robust residential market in Ketchum, revenue from the unrestricted residential units within a project support the decreased revenue from the deed restricted units. The city's deed restricted community housing program, directly correlates to Goal 1 of the HAP, which directs Ketchum to "Act to create and preserve housing affordable for our local workforce and community housing." This program is one of the few existing programs that can serve to create units and target those units to income levels prioritized by the HAP, more specifically, income categories 4 and 5.

Based on the information above and growth projections over the next 10 years, the city will need 168 to 228 preserved, converted, or new units targeted for income categories 4 and 5 (80-120% AMI), as shown in Figure 1 below.

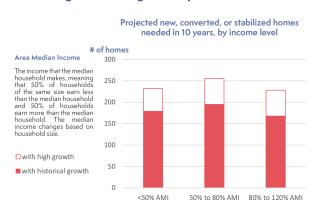


Figure 1: Housing Needs by Income Level

The 12 employee housing units are individual one-bedroom units with private bathrooms, laundry, and cooking facilities ranging in size from approximately 659 SF to 752 SF. The proposed units are

most suited to single person households, of which there is high demand. Only 3% of Ketchum's housing stock is one-bedroom units and single person households make up the majority of BCHAs waitlist as shown to the right.

There are currently 276 households on the BCHA waitlist, of which 152 are single person households, as shown in Figure 2. This chart also demonstrates that there is not a significant number of households in category 6 on the waitlist.

Of the 152 single person households, 23 would qualify for category 4 units and 15 would qualify for category 5 units as shown in Figure 3. Currently, there is only one single person household with category six income.

What this means is that there are community members that have been waiting for the exact type of housing the 1st and 4th project will provide if targeted for categories 4 and 5. These units will be available to fill an urgent need, for community members on the waitlist, as

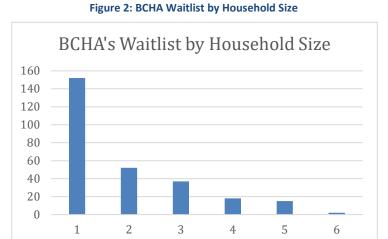
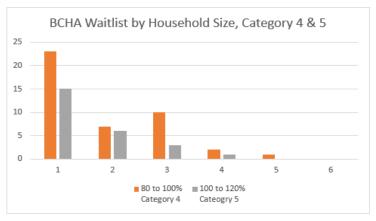


Figure 3: BCHA Waitlist by Household Size in Income Categories 4 and 5



construction completion is anticipated winter 2023. Allowing these units to be targeted toward category 6 will not forward the goals of the HAP and impact the city's ability to achieve two of the stated performance goals:

- Secure a minimum of 660 housing units in Ketchum over the next 10 years for local, workforce housing (build new, unlock existing housing, convert existing to more affordable cost, preserve existing in perpetuity).
- Ensure that 40% of Ketchum's workforce can live in Ketchum.

Staff requests the City Council establish the targeted income levels for the project. Income category targets for this project will influence future requests for income category adjustments on future projects. Goal 2 of the HAP states that Ketchum should "Build a regulatory and policy environment that strongly encourages housing development with an emphasis on community and workforce housing, and which is consistent with other community goals." As stated above, staff recommends the 12 employee housing units be targeted for categories 4 and 5, with no units targeted for category 6.

Planning and Zoning Commission Comments

The Commission reviewed the requested amendments at their regularly scheduled meeting on May 10, 2022, however, only three of the five Commissioners were present. At the time of the meeting, the applicant was requesting all employee housing units to be targeted for an income category of 6. Staff was not in support of the request and asked the Commission to make a recommendation. The Commission discussed the proposal at length. Consideration was given to the fact that the 12 employee housing units do not traditionally include income category targets and that the units may not be deed-restricted in perpetuity once the hotel is constructed. In general, the Commissioners were supportive of increased income categories for the employee housing units, however, were clear that there should be a range of units in each category. The Commission recommended the 12 employee housing units include categories 4-6, with an emphasis on categories 5 and 6. The Commission did not provide comments or take issue with the remaining amendment requests.

Sustainability

The proposed preliminary plat does not limit the ability of the city to reach the goals of the Ketchum Sustainability Action Plan – 2020.

Financial Impact

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

Attachments

- A. Development Agreement Amendment Request
- B. Draft Second Amendment to Development Agreement #20427 redline
- C. Draft Second Amendment to Development Agreement #20427 clean
- D. 1st and 4th Project History and Timeline
- E. Development Agreement #20427
- F. First Amendment to Development Agreement #20427
- G. Application Materials and Supporting Documents Final Plat
- H. Application Materials and Supporting Documents Condominium Prelim Plat
- I. Subdivision Standards Analysis Final Plat
- J. Subdivision Standards Analysis Condominium Prelim Plat



ATTACHMENT A: Development Agreement Amendment Request

March 16, 2022

Suzanne Frick
Director of Planning and Zoning
City of Ketchum
P. O. Box 2315
Ketchum, Idaho 83340

RE: Development Agreement Amendment Application – Waypoint Pearl, LLC – Development Agreement #20427 dated December 20, 2019 and First Amendment to Development Agreement #20427 dated January 19, 2021

Dear Suzanne:

Per our discussions on Friday, February 25, 2021, with you, Jade and Mayor Bradshaw and per our call yesterday afternoon with you, the Mayor and Abby, this letter will serve as the Summary of Significant Changes, Waypoint Pearl, LLC is requesting be approved by the City of Ketchum to the existing Development Agreement and First Amendment that govern the building now under construction at the northwest corner of First Avenue North and Fourth Street. The requested Changes are as follows:

1. Permission to replace the current Letter of Credit in the amount of \$1,787,449.14 with a Performance Bond in the amount of \$1,787,449.14 under a Change Rider dated April 13, 2022 and effective March 7, 2022 for the on and offsite work that was required by the City in order to release the building permit for the project. With acceptance of this change, the City would instruct D L Evans Bank to release the Letter of Credit. This Bond is provided by Conrad Brothers of Idaho, Inc. and Conrad Brothers is requesting release of the Site Restoration Performance Bond (see attached) as part of this request. As the building continues with full construction and on pace for construction completion by the end of the year (subject to only to supply chain issues that are out of our or the contractor's control), our ownership has already expended well over \$200,000 in site work in the alley that includes nearly 90% of the excavation of the alley as approved for the Project; removal and elimination of the Ketchum Springs water line formerly located in the alley; completed new water connections to those properties within Block 57 as required under the Development Agreement. Conrad and our ownership has also arranged for and paid for relocation and rerouting of all other private utilities and payment of all design, connection and new equipment fees to Idaho Power (\$73,549.00); Cox Communications (\$11,192.91); Century Link (\$25,334.38) and snow removal costs to keep the alley extending south of our property line to Sun Valley Road clean and maintained (\$9,061.45). The release of the LOC will permit us to utilize equity funds to order and secure low inventory or difficult to obtain construction materials that now have significant lead times keep on schedule to complete the on and offsite improvement work dictated by the permitted plans and executed contracts with all subcontractors.

- 2. The First Amendment to Development Agreement, Section 2.1, recorded as Instrument # 697218, calls for the Receipt of Certificate Occupancy within 18 months of issuance of the building permit. The building permit was issued on April 19, 2021. The project, due to the heavy December, 2021 snows, ongoing supply chains issues, unavailability of materials for construction sequencing and lost building time from the loss of a full labor force due to Covid impacted labor force personnel from time to time, will not permit us to finish the building within the 18 month period from the date of issuance of the building permit April 19, 2021. We hereby request that this date for completion be extended to February 15, 2023. To date, please note that we have met the conditions of Section 2.3 and 2.4 and have completed or performed on all time related and financing conditions of the original DA and First Amendment to the DA.
- 3. Paragraph 6. of the original DA stipulates "Notwithstanding the City approval of the final plat map, the final plat map reflecting such changes shall not be recorded and become effective until after the issuance of the Certificate of Occupancy for the Project." Our ownership hereby requests that the final map for the Removal of Lot Lines and Inclusion of Vacated Alley process be allowed to proceed and be approved as soon as possible and prior to the current Certificate of Occupancy requirement in the DA. Our recently submitted ownership's application for preliminary plat approval can then be reviewed for approval by the City, as is the normal City process, for providing temporary certificates of occupancy for the residential condominiums to be sold provided the building meets the life safety standards and City requirements for on and off site improvements for accessing the building. Conrad is fully aware of these requirements and will make sure that all standards are met. Benchmark Engineering is also creating a new plat map to replace the submitted preliminary plat map to show the Community/Employee Housing Units as one condominium plat unit within the building.
- 4. The original DA provides for the master lease of the 12 community/employee apartments by the ownership of the hotel site now owned by Harriman Hotel, LLC as well as any Exceedance units. Per the e-mail transmitted from Abby Rivin to Ian McLaughlin of Pivot North Design on December 1, 2020, "A separate FAR Exceedance Agreement will not be required for the 1st & 4th Mixed-Use Building because the development agreement specifies the community housing requirement." We have a total of 15 Community/Employee Housing apartments in plan and being constructed. The intention is that these 15 apartments will meet and exceed the 18 hotel employee bed requirement under the Amended and Restated Development Agreement as amended by the Corrected Amendment to Amended and Restated Development Agreement dated June 21, 2016 and therefore can be master leased to the Hotel Developer. We request two changes to the DA. First, that the master lease may be either with the Hotel Developer and or the hotel management operator hired by the Hotel ownership for the hotel and, second, that as the 15 apartments will be completed well in advance of the hotel project, that Waypoint Pearl, LLC be allowed to master

lease on an interim basis the apartments to any other business operating within Blaine County until such time as the apartments are to be occupied by the Hotel employees.

Please let me know if you have any questions on this Amendment Application Request at your earliest convenience. A cashier's check in the amount of \$1950.00 for the Application Fee is enclosed with this Summary.

Best regards,

Waypoint Bearl, LLC

Jack∕E. Bariteau, Jr. Managing Member

CC: Ed Lawson



April 25, 2022

Morgan Landers
City of Ketchum
Planning and Building/Senior Planner
P.O. Box 2315
Ketchum, Idaho 83340

RE: Request for Time Extension to Complete Construction and Obtain Certificate of Occupancy-First & Fourth Building, Ketchum

Dear Morgan:

Conrad Brothers Construction is the general contractor for the building now being erected at the corner of First Avenue North and Fourth Street. Jack Bariteau, Managing Member of Waypoint Pearl, LLC, the owner and developer of the Project, has requested that I respond to the City on the delays that we have incurred in constructing the building that will now put the construction and completion of the Project building beyond the 18 months specified in the First Amendment to the Development Agreement.

As I understand, Mr. Bariteau has previously submitted his ownership's request that this 18-month period be extended to February 15, 2023, due to the delays in commissioning the Project since the issuance of the building permit on April 19, 2021. You have requested from Conrad Brothers the reasons for the delay and the justification for the timeline for extending this completion date.

The delays result from a combination of factors that that frankly I have not witnessed before in construction, especially on a building of this nature, as cutting edge and of this level of complexity. These factors include significant supply chain disruptions and delivery schedules of the building's components starting with concrete supply and delivery for pouring the concrete post tension slab garage roof deck on which the rest of the Compressed Laminated Timber or CLT structure has been erected. Weeks were lost here alone.

We continue to be noticed by vendors and suppliers on supply delays that come with huge inflationary spikes in project material costs.

We were further impacted by early weather with the arrival of significant the December, 2022 snowfall. This was out of the ordinary per the averages over the last 10 years. We spent more time removing snow from the project site than in actual building construction and exceeded our allotted 15 weather days delay. Cold temperatures in January and February further slowed the process of making up for any lost workdays.

Additionally, the lack of cooperation (she was certainly not obligated) with the adjacent property owner to the Project's immediate south in providing access to her property to enable us to excavate and install garage wall shoring along the common shared property line between the First & Fourth building



and her Consign Design property required new reengineering of the foundation wall along this line by the structural engineer and delays in completing the overall underground garage. We were told to assume that we would have access in preliminary design work.

We also have documentation and communications from suppliers and vendors where original committed dates of delivery and pricing have changed considerably. Two examples are key here for the City to recognize. First, the appliance package order for the 7 penthouse residences in the building placed through Mountain Land Design, was made on December 16, 2021, with a scheduled delivery date of September 1, 2022. These appliances manufactured by Sub Zero and Wolf are now delayed into October and through to January of 2023. The key component in this package is the Dual Fuel cooktop range to be installed in each residence which is now scheduled for delivery on December 12, 2022. This component appliance part is required for securing a temporary certificate of occupancy. The second example is the delivery of a key exterior window component of the overall window package. While we have been receiving the fixed window package in a variety of shipments from the manufacturer, we have been informed that there is a 6 week or longer delay from the first week in April now past to the end of May for the sliding glass window sections that are to be installed at the exterior terrace decks of Residences 301, 301, 303 and 304.

My staff and on-site team have reviewed our records and the current loss of construction time now totals 54.5 days. Our original building schedule formulated in March of 2021 assumed a completion of the Project within the 18-month period and finish by mid-October, 2022.

These examples are not an isolated situation to the First & Fourth building. All local builders including our major general contractor competitors are experiencing these delays. Conrad Brothers does not see any relief in sight at this juncture, given increasing supply chain problems, the high cost of fuel and, freight availability thus any improvement in faster delivery times. We therefore hope that the City honor the Development Amendment Agreement application of our client to complete by the time extension of this exceptional mixed use building to February, 15, 2023. We understand the impact to our client that without such extension of time to complete, opens up serious financial performance issues with his Company and his construction lender and in turn our continued performance and payment for our services by Waypoint Pearl, LLC.

Please feel free to contact me with any questions or comments at your earliest convenience.

Sincerely, Conrad Brothers of Idaho, Inc

Paul Conrad President

CC: Jack Bariteau, Waypoint Pearl, LLC Edward Lawson



ATTACHMENT B: Draft Second Amendment to Development Agreement #20427 – redline

RECORDING REQUESTED BY AND
WHEN RECORDED RETURN TO:
OFFICE OF THE CITY CLERK
CITY OF KETCHUM
POST OFFICE BOX 2315
KETCHUM, IDAHO 83340

(Space Above Line For Recorder's Use)

SECOND AMENDMENT TO DEVELOPMENT AGREEMENT #20427

This Amendment ("Amendment") is made as of June ___, 2022 by and between the City of Ketchum, Idaho ("<u>Ketchum</u>"), a municipal corporation, and Waypoint Pearl, LLC, an Idaho limited liability company ("<u>Owner</u>", and together with Ketchum, the "<u>Parties</u>").

- 1. <u>Recitals</u>. This Amendment is made in contemplation of the following facts and purposes:
- 1.1 Ketchum and Owner are parties to Development Agreement #20427 ("<u>Agreement</u>"), dated December 16, 2019, and recorded on December 20, 2019 in the records of Blaine County, Idaho as Instrument No. 665841, under and by virtue of which the Parties established certain rights and obligations with regard to the development of the real property commonly known as 391 N. 1st Avenue, Ketchum, Idaho ("<u>Property</u>").
- 1.2 Ketchum and Owner are parties to First Amendment to Development Agreement #20427, dated January 19, 2021 ("First Amendment"), and recorded on February 11, 2021 in the records of Blaine County, Idaho as Instrument No. 679218, under and by virtue of which the Parties amended certain portions of the Agreement.
- 1.3 Main Drive Properties, LLC and Jack E. Bariteau, Jr. as Trustee of the Jack E. Bariteau Jr. Separate Property Trust dated October 2, 1996, parties to the Agreement and the First Amendment, executed an Assignment and Assumption Agreement dated April 22, 2021, under and by virtue of assigned certain agreements and intangibles to Waypoint Pearl, LLC, an Idaho limited liability company.
 - 1.4 Waypoint Pearl, LLC is the owner of the Property.
- 1.5 The parties desire to amend and supplement the Agreement and First Amendment as hereinafter provided pursuant to section 16. b) thereof.
- 1.6 With the exception of the amendments in this Agreement, all terms of Agreement 20427 and First Amendment to Development Agreement 20427 shall remain in effect.
- 2. Amendments to the First Amendment. In view of the foregoing, the Parties agree to amend and supplement the First Amendment to Development Agreement 20427 as follows:
 - 2.1 Section 2.1 is amended to read as follows:

Subject to Section 3, Receipt of Certificate of Occupancy

Within 18 months after issuance of building permitOn or before April 30, 2023.

- 2.2 Section 2.2 is amended to provide that the term of the Agreement shall be October 19, 2023, 2.5 years from issuance of building permit on April 19, 2021.
- 3. Amendments to Development Agreement 20427. In view of the foregoing, the Parties agree to amend and supplement the Agreement as follows:
- 3.1 Section 4 is amended to read:
- **4. FAR Exceedance Agreement.** The Parties agree Owner may exceed the gross floor area ratio limitations under KMC §17.124.040 and construct improvements on the Property having a floor area ratio up to and including 2.25, pursuant to Section 9. of this Agreement. that separate FAR Exceedance Agreement, and all conditions thereon, entered into by the Parties, and hereby incorporated by reference.
- 3.2 Section 6 is amended to read:
- 6. Removal of Lot Lines and Inclusion of Vacated Alley. Owner has made application to the City for removal of the lot lines bisecting the Property, pursuant to Part L of KMC §16.04.030. As set forth in the April 2019 Preliminary Plat by Benchmark Associations, subject plat amendment will remove the lot line bisecting the Property and include the vacated portion of alley described in paragraph 5 above into a new Lot 1B, Block 57, Original Ketchum Townsite ("Amended Property"). Owner may submit application for, and Ketchum agrees to accept and process a final plat map for the removal of lot lines and inclusion of vacated alley prior to Certificate of Occupancy of the project provided all other applicable material provisions of this Agreement are met by Owner.

 Notwithstanding the City approval of the final plat map, the final plat map reflecting such changes shall not be recorded and become effective until after the issuance of the Certificate of Occupancy for the Project.
- 3.3 Section 9 is amended to read as follows:
- **9. On-Site Employee Housing Units.** Owner commits to construction and provision of on-site employee housing units as specified in the Planning and Zoning approved design review approval documents, dated May 31, 2019. Three of such depicted units shall satisfy the in-lieu housing obligation associated with the floor area bonus and be deed restricted community housing units, with such restrictive covenant to be managed by Blaine County Housing Authority or other

qualified third-party verifier approved by Ketchum. Twelve such depicted-units shall be dedicated to on-site employee housing to satisfy the employee housing obligation for the Harriman Hotel. In the event the employee housing units are not required to fulfill the employee housing obligation for the Hotel Project to be developed by Harriman Ketchum Hotel, LLC. before issuance of a certificate of occupancy for the Hotel Project located at 300 River Street East, Ketchum Idaho, Owner determines not to use such for on-site employee housing, then suchsaid 12 units shall be committed as deed-restricted community housing units, with such deed restriction covenant to be managed by Blaine County Housing Authority or other qualified third-party verifier employed by Owner and approved by Ketchum, until such time as the units are to be occupied to satisfy the employee housing obligation for the Hotel Project. Should the 12 employee housing units not be occupied to satisfy the employee housing obligation for the Hotel Project, the 12 employee housing units shall remain community housing units and the deed restriction covenant shall remain in full effect.

Restrictive covenants for all units shall be recorded prior to approval of the final condominium plat or Certificate of Occupancy of the building, whichever comes first. If at such time, a certificate of Occupancy for the Harriman Hotel has not been issued, the twelve employee housing units shall convert to deed-restricted community housing units and covenants recorded as stipulated here. All deed-restricted community housing units shall be for rent only and rental limits shall not exceed Category as regularly published by the Blaine County Housing Authority. The rental category for the 12 units is assigned and designated on Exhibit "A" attached to this Amendment. All deed-restricted community housing units shall be offered to eligible candidates with priority given to applicants on established waitlists approved by Ketchum.

Owner has made application to Ketchum pursuant to KMC §16.04.070 for a condominium preliminary plat application for the Project which identifies the community housing units and employee housing units. As shown on the condominium preliminary plat, Unit 2B on the second floor shall satisfy the requirement for three deed restricted community housing units. Unit 1A on the first floor and Unit 2A on the second floor shall satisfy the requirement for the twelve on-site employee housing units for the Hotel Project containing eighteen (18) beds or as additional deed restricted community housing units.

3.4 Section 10 is amended to read as follows:

10. Master Lease of Employee Housing Units. The parties agree Owner may enter into a master lease with the Hotel Developer or Hotel Operator for the Hotel Project located at 300 River Street East, Ketchum Idaho "Hotel Project", for employee housing units containing at least eighteen (18) beds and thereby satisfy those certain related obligations of Harriman Hotel, LLC by Waypoint LLC, Trail Creek Fund, LLC under the Development Agreement approved for the Hotel Project and any and all Amendments or Settlement Agreements for the Hotel Project located at 300 River Street East, Ketchum Idaho "Hotel Development

Agreement". the Amended and Restated Development Agreement dated October 15, 2015 as amended by the Corrected Amendment to Amended and Restated Development Agreement dated June 21, 2016 and the First Amendment to Amended and Restated Development Agreement dated June 4, 2018 ("Hotel Development Agreement"). All employee housing apartment units master leased to the Hotel Developer or Hotel Operator may be subleased, assigned, or otherwise made available to employees of the Hotel Developer or Hotel Operator on terms and conditions determined by the Hotel Developer or Hotel Operator it in the exercise of its discretion provided that the employees are employed at the Hotel Project located at 300 River Street East, Ketchum Idaho. If the Hotel Development Agreement is terminated for any reason the apartment employee housing units shall cease to be governed by the master lease and all use restrictions of the Hotel Development Agreement. Any such units committed to Hotel Developer as satisfaction of Hotel Developer's obligations may not also be counted as satisfaction of the three required any required community housing units necessary to satisfy the in-lieu community housing obligation under thise FAR Exceedance Agreement for the Project. Units satisfying the requirements of the FAR Exceedance Agreement may be included in the master lease with the Hotel Developer.

3.5 Section 12 is amended to read as follows:

12. Required Improvements by Owner. Prior to issuance of a building permit, Owner agrees to provided the City an irrevocable stand-by letter of credit for completion of the improvements to both 4th Street and the vacated Block 57 alleyway consistent with the referenced approvals, plans, specifications, and other documents approved by the City on April 16, 2021. Said letter of credit may be released by the City and replaced with a performance bond in the same amount as the letter of credit upon approval by the City Council. Subject security shall be approved as to both form and amount by the Ketchum City Council after receiving input from the City Attorney and City Engineer. The amount of the security in either form shall be at least 150% of engineering estimates for the improvements.

Prior to release of the security and Pprior to City Council approval of the final condominium plat, or issuance of the Certificate of Occupancy, or Temporary Certificate of Occupancy for the project, all required right of way and alley improvements shall be completed and approved by the City.

3.6 Section 16.e shall be amended to include updated contact information for Ketchum and Owner as follows:

City of Ketchum PO Box 2315 Ketchum, ID 83340

Attn: Suzanne Frick, Planning and Building Director

Telephone: 208-726-7801

Email: sfrick@ketchumidaho.org

Waypoint Pearl, LLC PO Box 84 Sun Valley, ID 83353 Attn: Jack E. Bariteau, Jr. Telephone: 650-906-5636

Email: jack@waypointsunvalley.com

- 4. <u>Construction</u>. This Amendment and the Agreement constitute one agreement between the Parties. In the event of any inconsistency between this Amendment and the Agreement the terms of this Amendment shall govern. All capitalized terms in the Agreement shall have the meaning in the Agreement when used in this Amendment, unless otherwise defined herein.
- 5. <u>Ratification</u>. The Agreement, as amended and supplemented by this Amendment, is hereby ratified and affirmed.
- 6. <u>Counterparts</u>. This Agreement may be executed in any number of counterparts.

This Amendment is executed by the Parties as of the date first above written.

Waypoint Pearl, LLC, an Idaho limited	City of Ketchum, Idaho, a municipal
liability company	corporation
	-
By:	By:
Jack E. Bariteau, Jr., Its Managing Memb	ver Neil Bradshaw, Mayor

STATE OF IDAHO))ss.	
County of Blaine)	
State, personally app Managing Member,	peared JACK E. BA of Waypoint Pearl, L	_, 2022, before me, a Notary Public in and for said RITEAU, JR., known or identified to me to be the LC, and acknowledged to me that by said Member's foregoing named entity executed the same.
	My C	Commission Expires
	Notai	y Public for Idaho
	Resid	ling at
STATE OF IDAHO)) ss.	
County of Blaine)	
identified to me to the	eared NEIL BRADSHA person whose name is Idaho, and acknowledge	, 2022, before me, a Notary Public in and for said AW, Mayor of the City of Ketchum, Idaho, known or subscribed to the within instrument as the Mayor of ged to me that he executed the same as Mayor of the
		Notary Public for Idaho Residing at Commission expires
State of		
County of) ss.)	

EXHIBIT "A"

SECOND AMENDMENT TO DEVELOPMENT AGREEMENT #20427

Income Categories for On-Site Employee Housing Units Converted to Deed Restricted Community Housing Units

Apartment No.	Square Feet	Rental Income Category
101	780	
102	646	-
103	754	-
104	754	-
105	647	-
106	809	
201	780	
202	646	_
203	754	-
204	754	_
205	647	
206	809	-

FAR Density Bonus - Deed Restricted Community Housing Units

207	595	4
208	729	4
210	824	4



ATTACHMENT C: Draft Second Amendment to Development Agreement #20427 – clean

RECORDING REQUESTED BY AND
WHEN RECORDED RETURN TO:
OFFICE OF THE CITY CLERK
CITY OF KETCHUM
POST OFFICE BOX 2315
KETCHUM, IDAHO 83340

(Space Above Line For Recorder's Use)

SECOND AMENDMENT TO DEVELOPMENT AGREEMENT #20427

This Amendment ("Amendment") is made as of June ___, 2022 by and between the City of Ketchum, Idaho ("<u>Ketchum</u>"), a municipal corporation, and Waypoint Pearl, LLC, an Idaho limited liability company ("<u>Owner</u>", and together with Ketchum, the "<u>Parties</u>").

- 1. <u>Recitals</u>. This Amendment is made in contemplation of the following facts and purposes:
- 1.1 Ketchum and Owner are parties to Development Agreement #20427 ("<u>Agreement</u>"), dated December 16, 2019, and recorded on December 20, 2019 in the records of Blaine County, Idaho as Instrument No. 665841, under and by virtue of which the Parties established certain rights and obligations with regard to the development of the real property commonly known as 391 N. 1st Avenue, Ketchum, Idaho ("<u>Property</u>").
- 1.2 Ketchum and Owner are parties to First Amendment to Development Agreement #20427, dated January 19, 2021 ("First Amendment"), and recorded on February 11, 2021 in the records of Blaine County, Idaho as Instrument No. 679218, under and by virtue of which the Parties amended certain portions of the Agreement.
- 1.3 Main Drive Properties, LLC and Jack E. Bariteau, Jr. as Trustee of the Jack E. Bariteau Jr. Separate Property Trust dated October 2, 1996, parties to the Agreement and the First Amendment, executed an Assignment and Assumption Agreement dated April 22, 2021, under and by virtue of assigned certain agreements and intangibles to Waypoint Pearl, LLC, an Idaho limited liability company.
 - 1.4 Waypoint Pearl, LLC is the owner of the Property.
- 1.5 The parties desire to amend and supplement the Agreement and First Amendment as hereinafter provided pursuant to section 16. b) thereof.
- 1.6 With the exception of the amendments in this Agreement, all terms of Agreement 20427 and First Amendment to Development Agreement 20427 shall remain in effect.
- 2. Amendments to the First Amendment. In view of the foregoing, the Parties agree to amend and supplement the First Amendment to Development Agreement 20427 as follows:
 - 2.1 Section 2.1 is amended to read as follows:

Subject to Section 3, Receipt of Certificate of On or before April 30, 2023. Occupancy

- 2.2 Section 2.2 is amended to provide that the term of the Agreement shall be October 19, 2023, 2.5 years from issuance of building permit on April 19, 2021.
- 3. Amendments to Development Agreement 20427. In view of the foregoing, the Parties agree to amend and supplement the Agreement as follows:
- 3.1 Section 4 is amended to read:
- **4. FAR Exceedance Agreement.** The Parties agree Owner may exceed the gross floor area ratio limitations under KMC §17.124.040 and construct improvements on the Property having a floor area ratio up to and including 2.25, pursuant to Section 9. of this Agreement.
- 3.2 Section 6 is amended to read:
- **6. Removal of Lot Lines and Inclusion of Vacated Alley**. Owner has made application to the City for removal of the lot lines bisecting the Property, pursuant to Part L of KMC §16.04.030. As set forth in the April 2019 Preliminary Plat by Benchmark Associations, subject plat amendment will remove the lot line bisecting the Property and include the vacated portion of alley described in paragraph 5 above into a new Lot 1B, Block 57, Original Ketchum Townsite ("Amended Property"). Owner may submit application for, and Ketchum agrees to accept and process a final plat map for the removal of lot lines and inclusion of vacated alley prior to Certificate of Occupancy of the project provided all other applicable material provisions of this Agreement are met by Owner.
- 3.3 Section 9 is amended to read as follows:
- 9. On-Site Employee Housing Units. Owner commits to construction and provision of on-site employee housing units as specified in the Planning and Zoning design review approval documents, dated May 31, 2019. Three of such units shall satisfy the in-lieu housing obligation associated with the floor area bonus and be deed restricted community housing units, with such restrictive covenant to be managed by Blaine County Housing Authority or other qualified third-party verifier approved by Ketchum. Twelve such units shall be dedicated to on-site employee housing to satisfy the employee housing obligation for the Harriman Hotel. In the event the employee housing units are not required to fulfill the employee housing obligation for the Hotel Project to be developed by Harriman Ketchum Hotel, LLC. before issuance of a certificate of occupancy for

the Hotel Project located at 300 River Street East, Ketchum Idaho, said 12 units shall be committed as deed-restricted community housing units, with such deed restriction covenant to be managed by Blaine County Housing Authority or other qualified third-party verifier employed by Owner and approved by Ketchum, until such time as the units are to be occupied to satisfy the employee housing obligation for the Hotel Project. Should the 12 employee housing units not be occupied to satisfy the employee housing obligation for the Hotel Project, the 12 employee housing units shall remain community housing units and the deed restriction covenant shall remain in full effect. Restrictive covenants for all units shall be recorded prior to approval of the final condominium plat or Certificate of Occupancy of the building, whichever comes first. If at such time, a certificate of Occupancy for the Harriman Hotel has not been issued, the twelve employee housing units shall convert to deed-restricted community housing units and covenants recorded as stipulated here. All deed-restricted community housing units shall be for rent only and rental limits shall not exceed Category

as regularly published by the Blaine County Housing Authority. The rental category for the 12 units is assigned and designated on Exhibit "A" attached to this Amendment. All deed-restricted community housing units shall be offered to eligible candidates with priority given to applicants on established waitlists approved by Ketchum.

Owner has made application to Ketchum pursuant to KMC §16.04.070 for a condominium preliminary plat application for the Project which identifies the community housing units and employee housing units. As shown on the condominium preliminary plat, Unit 2B on the second floor shall satisfy the requirement for three deed restricted community housing units. Unit 1A on the first floor and Unit 2A on the second floor shall satisfy the requirement for the twelve on-site employee housing units for the Hotel Project containing eighteen (18) beds or as additional deed restricted community housing units.

3.4 Section 10 is amended to read as follows:

10. Master Lease of Employee Housing Units. The parties agree Owner may enter into a master lease with the Hotel Developer or Hotel Operator for the Hotel Project located at 300 River Street East, Ketchum Idaho "Hotel Project", for employee housing units containing at least eighteen (18) beds and thereby satisfy those certain related obligations of Harriman Hotel, LLC by Waypoint LLC, under the Development Agreement approved for the Hotel Project and any and all Amendments or Settlement Agreements for the Hotel Project located at 300 River Street East, Ketchum Idaho "Hotel Development Agreement". All employee housing units master leased to the Hotel Developer or Hotel Operator may be subleased, assigned, or otherwise made available to employees of the Hotel Developer or Hotel Operator on terms and conditions determined by the Hotel Developer or Hotel Operator in the exercise of its discretion provided that the employees are employed at the Hotel Project located at 300 River Street East, Ketchum Idaho. If the Hotel Development Agreement is terminated for any reason the employee housing units shall cease to be governed by the master lease

and all use restrictions of the Hotel Development Agreement. Any such units committed to Hotel Developer as satisfaction of Hotel Developer's obligations may not also be counted as satisfaction of the three required community housing units necessary to satisfy the in-lieu community housing obligation s for the Project.

- 3.5 Section 12 is amended to read as follows:
- 12. Required Improvements by Owner. Owner provided the City an irrevocable stand-by letter of credit for completion of the improvements to both 4th Street and the vacated Block 57 alleyway consistent with the referenced approvals, plans, specifications, and other documents approved by the City on April 16, 2021. Said letter of credit may be released by the City and replaced with a performance bond in the same amount as the letter of credit upon approval by the City Council. Subject security shall be approved as to both form and amount by City Attorney and City Engineer. The amount of the security in either form shall be at least 150% of engineering estimates for the improvements.

Prior to release of the security and prior to City Council approval of the final condominium plat, or issuance of the Certificate of Occupancy, or Temporary Certificate of Occupancy for the project, all required right of way and alley improvements shall be completed and approved by the City.

3.6 Section 16.e shall be amended to include updated contact information for Ketchum and Owner as follows:

City of Ketchum PO Box 2315 Ketchum, ID 83340

Attn: Suzanne Frick, Planning and Building Director

Telephone: 208-726-7801

Email: sfrick@ketchumidaho.org

Waypoint Pearl, LLC PO Box 84 Sun Valley, ID 83353

Attn: Jack E. Bariteau, Jr. Telephone: 650-906-5636

Email: jack@waypointsunvalley.com

4. <u>Construction</u>. This Amendment and the Agreement constitute one agreement between the Parties. In the event of any inconsistency between this Amendment and the Agreement the terms of this Amendment shall govern. All capitalized terms in the Agreement shall have the meaning in the Agreement when used in this Amendment, unless otherwise defined herein.

- 5. <u>Ratification</u>. The Agreement, as amended and supplemented by this Amendment, is hereby ratified and affirmed.
- 6. <u>Counterparts</u>. This Agreement may be executed in any number of counterparts.

This Amendment is executed by the Parties as of the date first above written.

Waypoint Pearl, LLC, an Idaho limited	City of Ketchum, Idaho, a municipal
liability company	corporation
D.	
By:	By:
Jack E. Bariteau, Jr., Its Managing Member	Neil Bradshaw, Mayor

STATE OF IDAHO))ss.	
County of Blaine)	
State, personally app Managing Member,	peared JACK E. BAR of Waypoint Pearl, LI	, 2022, before me, a Notary Public in and for said ITEAU, JR., known or identified to me to be the C, and acknowledged to me that by said Member's pregoing named entity executed the same.
	My Co	ommission Expires
	Notary	Public for Idaho
	Residi	ng at
STATE OF IDAHO)) ss.	
County of Blaine)	
identified to me to the	eared NEIL BRADSHA e person whose name is Idaho, and acknowledge	, 2022, before me, a Notary Public in and for said W, Mayor of the City of Ketchum, Idaho, known or subscribed to the within instrument as the Mayor of ed to me that he executed the same as Mayor of the
		Notary Public for Idaho
		Residing at Commission expires
State of)	
County of) ss.)	

EXHIBIT "A"

SECOND AMENDMENT TO DEVELOPMENT AGREEMENT #20427

Income Categories for On-Site Employee Housing Units Converted to Deed Restricted Community Housing Units

Apartment No.	Square Feet	Rental Income Category
101	780	
102	646	-
103	754	-
104	754	-
105	647	_
106	809	-
201	780	
202	646	_
203	754	-
204	754	_
205	647	
206	809	

FAR Density Bonus - Deed Restricted Community Housing Units

207	595	4
208	729	4
210	824	4



ATTACHMENT D: 1st and 4th Project History and

Timeline

1st and 4th MIXED USE - PROJECT HISTORY AND BACKGROUND

The project has been in process since early 2019 with various approvals and agreements in place that dictate the obligations of the project, sequence of the obligations, and timeframe for delivery on obligations. The project approvals and agreements are outlined below:

- March 11, 2019 Preapplication Design Review meeting (P19-018)
- June 6, 2019 Design Review approval from the Commission (P19-038)
- June 10 and July 8, 2019 Planning and Zoning Commission review of Development Agreement
- December 16, 2019 Development Agreement #20427 approved by City Council including provisions for:
 - Vacation of a portion of the public alley adjacent to the project
 - o Process and timing for consolidating the lots and vacation of alley
 - o Deadlines for building permit application, issuance, and certificate of occupancy
 - o Maintenance of the entire alley from 4th Street to Sun valley Road
 - o Required Improvements, timing for completion, and performance bond requirements
 - Employee housing and community housing units including exceedance agreement, deed covenant and master leasing provisions
 - o Site restoration and security in the event the project did not move forward
 - o General terms and conditions customary of development agreements
- October 29, 2020 Right-of-Way Encroachment Agreement #20548 (Attachment C) recorded including provisions for improvements and long-term maintenance
- January 19, 2021 First Amendment to Development Agreement #20427 extending deadlines within the agreement including building permit issuance, receipt of certificate of occupancy, and others
- April 19, 2021 Building Permit Issued
- April 22, 2021 Assignment and Assumption Agreement executed transferring all entitlements, permits, and agreements from Jack E Bariteau and Main Drive Properties to Waypoint Pearl, LLC. (Current property owner)

The City of Ketchum received applications for the second amendment to the Development Agreement, Condominium Preliminary Plat, and Final Plat for the 1st and 4th Mixed Use project, located at 391 First Ave North, on March 16th, April 6th and April 7th of 2022 respectively. The applications have been reviewed concurrently and were deemed complete on April 18, 2022. Department comments were provided to the applicant on April 18, 2022. All department comments have been addressed satisfactorily through applicant revision of project plans or conditions of approval.



ATTACHMENT E: Development Agreement #20427

Instrument # 665841

HAILEY, BLAINE, IDAHO

01:32:20 PM No. of Pages: 12

Recorded for : CITY OF KETCHUM



Ex-Officio Recorder	Deputy_
Index to: AGREEMENT/CO	RRECTION

RECORDING REQUESTED BY AND	
WHEN RECORDED RETURN TO:	

(SPACE ABOVE LINE FOR RECORDER'S USE)

DEVELOPMENT AGREEMENT #20427

THIS DEVELOPMENT AGREEMENT ("Agreement") is dated for reference purposes this 16 h day of Decembe, 2019, by and between the CITY OF KETCHUM, IDAHO, a municipal corporation ("Ketchum" or "City") and JACK E. BARITEAU, JR, as Trustee of the JACK E. BARITEAU, JR. SEPARATE PROPERTY TRUST, under agreement dated October 2, 1996 and MAIN DRIVE PROPERTIES, LLC, a Tennessee limited liability company (collectively "Owner", and together with the City, the "Parties").

BACKGROUND AND CONTEXT

- A. Ketchum is a municipal corporation possessing all powers granted to municipalities under the applicable provisions of the Idaho Code, including the power to vacate rights-of-way, to grant variances to building height restrictions, to remove lot lines, grant rights to exceed building floor area ratio limitations, to grant licenses to encroach into the public rightof-way and the power to contract. A development agreement between the Parties is a collaboration that will provide mutual benefit for the Parties, businesses in the Commercial Core District and residents of the City.
- Owner owns the real property situated in the State of Idaho, County of Blaine, commonly known as 391 N. 1st Avenue, Ketchum, Idaho and more particularly described as Lots 1 and 2 of Re-Division of Lots 1 and 2, Block 57, Original Ketchum Townsite, according to the plat thereof, recorded as Instrument No. 191607, records of Blaine County, Idaho ("Property").
- C. Owner has petitioned City to amend the current Property description to (a) vacate the common internal lot line between Lots 1 and 2 of the Property and (b) include the vacated fifteen-foot by one hundred and ten-foot (15' x 110') portion of alleyway adjacent the Property in Block 57, as more particularly described in paragraphs 5 and 6 above.
- D. Owner has applied for design review approval for construction of improvements on the Property ("Project") consisting of an approximately 34,729 gross square foot mixed use residential and commercial building to be constructed on and over a 15,225 square foot underground garage parking which will provide substantial public benefits, including a master lease of apartment units to Trail Creek Fund, LLC, successor Harriman Hotel, LLC, or other successor ("Hotel Developer") to fulfill its obligation for hotel employee housing as set forth in the June 4, 2018 First Amendment to the Amended and Restated Development Agreement between the City and Trail Creek Fund, LLC. City acknowledges the square footages recited are

approximate and the actual square footages will not be known until construction documents are prepared and submitted to the City for a building permit following which submittal the actual square footages shall apply to the Project.

E. The Parties agree that the Property shall be developed in accordance with this Agreement; all applicable City ordinances; and any additional conditions and requirements imposed upon the Property by the Ketchum Planning and Zoning Commission ("Commission") and/or City Council ("Council") during the design review, vacation, development agreement, plat amendment, and 4th Street / 1st Avenue encroachment approval processes.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants, promises, agreements, terms and conditions set forth herein, the Parties agree as hereinafter provided.

- 1. Incorporation of Recitals. The Recitals set forth above are hereby incorporated into and made an integral part of this Agreement.
- 2. Incorporation of Related Findings, Agreements, Approvals, Permits and Plans. The following findings of fact, approvals, permits, plans, and documents are hereby incorporated into and made an integral part of this Agreement by reference as if restated herein in full:
 - a. Findings of Act, Conclusion of Law, and Order regarding the request for vacation;
 - b. FAR Exceedance Agreement;
 - c. Preliminary and final plat documents and approvals;
 - d. Decision and orders related to the 1st & 4th Mixed Use Building Design Review;
 - e. Decision and orders related to Owner's application for encroachment;
 - f. Design review drawings;
 - g. Alley, 1st Avenue, and 4th Street sidewalk and landscaping plans;

Any material failure to comply with the terms and conditions of any of the above-referenced documents shall constitute a breach of this Agreement.

In the event of any inconsistency between the terms and conditions of this Agreement and the findings of fact, approvals, permits and plans listed above, the more restrictive terms and conditions shall govern. Development of the Project shall be vested and governed by policies, procedures, guidelines, ordinances, codes and regulations of the City governing land use in effect as of the date this Agreement is recorded and continue consistent with §17.96.090 of the Ketchum Municipal Code.

Owner may request to be bound by future amendments to the Ketchum Municipal Code ("KMC"), or other regulations, policies or guidelines affecting development, and such request

may be approved administratively, by the Commission, and/or by the Ketchum City Council consistent with the KMC.

3. Right to Develop. Subject to the requirements of this Agreement and KMC, the Owner and all future owners of some or all of the Property shall have the right to demolish all or any portion of the existing structures and redevelop, construct, improve and use the Property as a mixed use residential and commercial building as depicted and described in the approved plans incorporated into the Agreement as fully set forth in the recitals, including the Planning and Zoning Commission approved Pivot North Architecture plans approved on June 10, 2019 ("Plans"). The improvements on the Property shall be built exclusively as permitted under §17.96 of the KMC relating to design review approval. Any development of any portion of the Property substantially inconsistent with this Agreement or the design review approval for the Project shall constitute a breach of this Agreement by Owner.

Pursuant to KMC §17.96.090, the design review approval on this Project shall be valid for twelve (12) months from the date of final decision on the associated Findings of Fact, Conclusions of Law, and Decision. Application for a building permit must be done within this time as specified in KMC §17.96.090(A)(2). Any extension shall only be as allowed and specified in KMC §17.96.090.

Any application for a building permit submitted by Owner shall substantially comply with the requirements of applicable codes, agreements, approvals, plans, permits and other documents as such requirements exist on the day the building permit application is submitted. A building permit must be obtained within fourteen (14) months from the date of the final decision on the associated Findings of Fact, Conclusions of Law and Decision, and a certificate of occupancy must be obtained for the Project no later than 18 months after the building permit is issued unless the time for completion of the Project is extended by the City Council.

A building permit application that does not substantially comply with the requirements contained in applicable codes, agreements, approvals, plans, permits and other project documents may be rejected by the City within a reasonable time after completing review of the application by providing written notice to Owner describing the non-compliance in detail unless the non-compliance is cured by Owner within thirty (30) days. If a building permit application contains material changes to the above-referenced applicable codes, agreements, approvals, plans, permits and other documents an amendment to this Agreement must be applied for by Owner and considered by the City Council. If such amendment is approved by City Council, all inconsistent terms and conditions of the approvals referenced in Section 2 shall be deemed to have been amended to conform the amendment to this Agreement.

- **4. FAR Exceedance Agreement.** The Parties agree Owner may exceed the gross floor area ratio limitations under KMC §17.124.040 and construct improvements on the Property having a floor area ratio up to and including 2.25, pursuant to that separate FAR Exceedance Agreement, and all conditions thereon, entered into by the Parties, and hereby incorporated by reference.
- 5. Vacation of Alley. Owner has made application to the City for vacation of the alley right-of-way pursuant to KMC §16.04.050. If approved via separate City vacation process,

Development Agreement # 20427 70359-020 such order or decision on vacation, including any and all conditions thereon, is hereby incorporated by reference and made a part of this Agreement. Owner shall assume and be responsible for maintenance of the entirety of the alley, including appropriate snow and snowmelt maintenance, to be further specified by a separate alley maintenance agreement. Any such alley vacation shall be deemed null and void in the event the Project is not commenced and completed within the time limits set forth in this Agreement.

- 6. Removal of Lot Lines and Inclusion of Vacated Alley. Owner has made application to the City for removal of the lot lines bisecting the Property, pursuant to Part L of KMC §16.04.030. As set forth in the April 2019 Preliminary Plat by Benchmark Associates, subject plat amendment will remove the lot line bisecting the Property and include the vacated portion of alley described in paragraph 5 above into a new Lot 1B, Block 57, Original Ketchum Townsite ("Amended Property"). Notwithstanding the City approval of the final plat map, the final plat map reflecting such changes shall not be recorded and become effective until after issuance of the Certificate of Occupancy for the Project.
- 7. Sidewalk Improvements. Owner has proposed and hereby commits for the Project to include ten-foot wide sidewalks along both 1st Avenue and 4th Street. All of the proposed sidewalk improvements along 4th Street are in the public Right of Way ("ROW"), while half of the sidewalk improvements (+/- 5' wide) along 1st Avenue are in the public ROW. Subject sidewalk improvements include snowmelt, raised landscape planters, street trees with decorative tree grates, public art, bike racks, pedestrian walkway lighting, and street lighting. Final approval of subject improvements will be subject to review and approval through a separate encroachment agreement and to assure compliance with federal ADA and city standards. Such encroachment agreement shall be obtained prior to issuance of a building permit for the Project.
- **8.** Encroachment on Right of Way. Owner has made application to the City for license for encroachments along the public Right of Way ("ROW") for proposed sidewalk improvements along 4th Street, pursuant to KMC 12.08.040. If approved via separate City encroachment process, such order or decision on encroachment, including any and all conditions thereon, is hereby incorporated by reference and made a part of this Agreement.
- 9. On-Site Employee Housing Units. Owner commits to construction and provision of on-site employee housing units as specified in the Planning and Zoning approved design review documents, dated May 31, 2019. Three of such depicted units shall be deed-restricted community housing units, with such covenant to be managed by Blaine County Housing Authority. Twelve such depicted units shall be dedicated to on-site employee housing. In the event Owner determines not to use such for on-site employee housing, then such units shall be committed as deed-restricted community housing units, with such covenant to be managed by Blaine County Housing Authority.
- 10. Master Lease of Employee Housing Units. The Parties agree Owner may enter into a master lease with the Hotel Developer for apartment units containing at least eighteen (18) beds and thereby satisfy those certain related obligations of Trail Creek Fund, LLC under the Amended and Restated Development Agreement dated October 15, 2015 as amended by the Corrected Amendment to Amended and Restated Development Agreement dated June 21, 2016

Development Agreement #20427 70359-020

and the First Amendment to Amended and Restated Development Agreement dated June 4, 2018 ("Hotel Development Agreement"). All apartment units leased to the Hotel Developer may be subleased, assigned or otherwise made available to employees of the Hotel Developer on terms and conditions determined by it in the exercise of its discretion. If the Hotel Development Agreement is terminated for any reason the apartment units shall cease to be governed by the master lease and all use restrictions of the Hotel Development Agreement. Any such units committed to Hotel Developer as satisfaction of Hotel Developer's obligations may not also be counted as satisfaction of any required units necessary under the FAR Exceedance Agreement for the Project. Units satisfying the requirements of the FAR Exceedance Agreement may be included in the master lease with the Hotel Developer.

- 11. Conditions to Owner's Obligations. Owner's obligations hereunder are conditioned upon (1) receiving all the referenced approvals from the City and (2) securing financing for the Project. If either of those conditions (or part of one) is not satisfied, then this Agreement shall no longer be valid.
- 12. Required Improvements by Owner. Prior to issuance of a building permit, Owner agrees to provide the City an irrevocable letter of credit for completion of the improvements to both 4th Street and the vacated Block 57 alleyway consistent with the referenced approvals, plans and other documents. Subject security shall be approved as to both form and amount by the Ketchum City Council after receiving input from the City Attorney and City Engineer. The amount of security shall be at 150% of engineering estimates for the improvements.
- 13. Term. The term of this Agreement shall be two years and eight months (2 years 8 months) from the date of the final decision on the associated Findings of Fact, Conclusions of Law and Decision except such term will not be considered to supersede or amend the standard validity periods as specified in KMC, which may be shorter as to specific approvals and necessary steps (e.g. KMC §17.96.090 specifying that design review approval is only valid for twelve months without additional steps for extension).
- 14. Financing. Prior to the issuance of a building permit for the Project, Owner shall provide evidence to the reasonable satisfaction of the City Council of Owner's receipt of one or more funding commitments for the cost of construction of the Project. Within sixty days after the issuance of a building permit for the Project, Owner shall provide evidence to the City of closure of the construction financing, such as a deed of trust to secure a construction loan, for completion of the Project. Owner shall not commence additional excavation or construction work on the Property except as may be required to maintain existing permits until receipt of City approval of such financing commitment
- 15. Site Restoration. Owner shall submit to City, prior to issuance of building permit, a Site Restoration Plan and a security instrument naming City as beneficiary sufficient to fund such restoration. The Restoration Plan shall:
 - a. Identify a clear restoration plan sufficient to restore site to finished elevations compatible with neighboring streets and residences, including landscaping and other details, and subject to City review and approval;

- b. Be accompanied by a licensed engineer's estimate of one hundred and fifty percent (150%) of the estimated reclamation costs, with such estimate subject to verification and approval by the City not to be unreasonably withheld, delayed or conditioned;
- c. Be accompanied by a letter of credit or performance bond naming City as beneficiary, with the proposed method and form of such security subject to City review and approval not to be unreasonably withheld, delayed or conditioned, in the amount of the 150% reclamation cost estimate and provide for the City to immediately pursue reclamation and restoration on the site in the event of a material failure of condition, other material breach of the Development Agreement, or abandonment of the Project.

In the event Owner materially fails a condition or otherwise breaches this Amendment and/or the Agreement then City shall be entitled to immediately commence reclamation and restoration pursuant to such Restoration Plan and security instrument.

16. Miscellaneous Provisions.

- a) <u>Police Powers</u>. Except as otherwise expressly provided herein, nothing contained herein is intended to limit the police powers of Ketchum or its discretion in review of subsequent applications regarding development of the Property. This Agreement shall not be construed to modify or waive any law, ordinance, rule, or regulation not expressly provided for herein, including, without limitation, applicable building codes, fire codes, Ketchum's Zoning Ordinance, Ketchum's Subdivision Ordinance, and Planned Unit Development requirements for the Property.
- b) <u>Amendment</u>. This Agreement may be revised, amended, or canceled in whole or in part, only by means of a written instrument executed by both Parties and as evidenced by amended plats and development plans.
- c) <u>Specific Performance</u>. In the event of a breach of this Agreement, in addition to all other remedies at law or in equity, this Agreement shall be enforceable by specific performance by either party hereto. All remedies shall be cumulative.
- d) <u>Attorney's Fees</u>. In the event either party hereto is required to retain counsel to enforce a provision of this Agreement, or to recover damages resulting from a breach hereof, the prevailing party shall be entitled to recover from the other party all reasonable attorney's fees incurred, whether or not litigation is actually instituted or concluded.
- e) Notices. All notices required or provided for under this Agreement shall be in writing and deemed delivered upon delivery in person or upon mailing by certified mail, return receipt requested, postage prepaid. However, the time period in which a response to such notice must be given shall commence to run from the date of receipt on the return receipt of the notice. Rejection or refusal to accept, or the inability to deliver because of a change of address of which no notice was given shall be deemed to be receipt of the notice.

Notices to City shall be addressed as follows:

City of Ketchum Post Office Box 2315 Ketchum, ID 83340

Attn: John Gaeddert, Planning Director

Telephone: 208.726-7801

Email: A sequential ketchumidano.org

Notices given to Owner shall be addressed as follows:

Jack E. Bariteau, Jr. Post Office Box 84 Sun Valley, ID 83353 Telephone: 650.906-5636

Email: wavnountsunvallev.com

with a copy to:

Lawson Laski Clark & Pogue, PLLC 675 Sun Valley Road, Suite A Post Office Box 3310 Ketchum, Idaho 83340

Attn.: Edward A. Lawson Telephone: 208.725-0055 Email: cananassis

A party may change the address to which further notices are to be sent by notice in writing to the other party, and thereafter notices shall be addressed and transmitted to the new address.

- f) Reliance by the Parties. This Agreement is intended by Owner to be considered by Ketchum as part of Owner's application for design review approval for the Project and the ancillary applications referenced. Owner acknowledges and intends the City to consider and rely upon this Agreement in its review and consideration of said applications.
- g) <u>Relationship of Parties</u>. It is understood that the contractual relationship between City and Owner is such that neither party is the agent, partner, or joint venturer of the other party.
- h) <u>Successors and Assigns; Covenant Running With the Land</u>. This Agreement shall inure to the benefit of City and Owner and their respective heirs, successors and assigns. This Agreement, including all covenants, terms, and conditions set forth herein, shall be and is hereby declared a covenant running with the land with regard to the Property or any portion thereof, and is binding on both parties to this Agreement as well as their respective heirs, successors and assigns. City acknowledges and agrees Owner may assign its rights hereunder to a new entity formed for the purpose of developing the Property or to a lender providing a construction or permanent loan, or both.

- i) <u>Recordation and Release</u>. This Agreement shall be recorded with the Blaine County Recorder. The Parties agree to execute all appropriate documentation to cause the encumbrance of this Agreement to be terminated in the event of termination.
- j) No Waiver. In the event that City or Owner, or its successors and assigns, do not strictly comply with any of the obligations and duties set forth herein, thereby causing a default under this Agreement, any forbearance of any kind that may be granted or allowed by Owner, City, or their successors and assigns, to the other party under this Agreement shall not in any manner be deemed or construed as waiving or surrendering any of the conditions or covenants of this Agreement with regard to any subsequent default or breach.
- k) Partial Invalidity. In the event any portion of this Agreement, or part hereof, shall be determined by any court of competent jurisdiction to be invalid, void, or otherwise unenforceable, the remaining provisions of this Agreement, or parts hereof, shall remain in full force and effect and shall in no way be affected, impaired or invalidated, it being understood that such remaining provisions shall be construed in a manner most closely approximating the intention of the parties with respect to the invalid, void, or unenforceable provision or part hereof.
- 1) <u>Entire Agreement</u>. This Agreement constitutes the full and complete agreement and understanding between the parties hereto. Excluding formal conditions placed upon the design review approval, subsequent plat approvals or other matters related to the public process, no representations or warranties made by either party shall be binding unless contained in this Agreement or subsequent written amendments hereto.
- m) <u>Exhibits</u>. All exhibits referred to herein are incorporated in this Agreement by reference, whether or not actually attached.
- n) <u>Authority</u>. Each of the persons executing this Agreement represents and warrants that he or she has the lawful authority and authorization to execute this Agreement, as well as all deeds, easements, liens and other documents required hereunder, for and on behalf of the entity executing this Agreement.
- o) <u>Recitals</u>. The Recitals are incorporated herein and made a part of this Agreement by this reference.
- p) <u>Choice of Law.</u> This Agreement shall be governed by and construed in accordance with the laws of the state of Idaho, which shall be the sole jurisdiction and venue for any action which may be brought by either party with respect to this Agreement or the subject matter hereof. Venue shall be in Blaine County, Idaho.
- q) Force Majeure. If either party hereto is delayed in the performance of any of its obligations hereunder because of abnormal and unforeseeable inclement weather, material shortages, labor shortages, dispute or strike, civil strife, acts beyond the reasonable control of the delayed party including acts of God, and actions by the United States of America, the State of Idaho, the City or any of their agencies, the time of performance hereunder, shall be reasonably extended for the same time as lost by the cause hereinabove set forth. Any claim of a force majeure event must be submitted to the other party within thirty days of such event.

Development Agreement #20427 70359-020

IN WITNESS WHEREOF, the parties year first above written.	hereto have executed this Agreement the day and
Main Drive Properties, LLC, a Tennessee limited liability company	City of Ketchum, Idaho, a municipal corporation
William Allison, Managing Member Jack E Bariteau, Jr. as trustee of the Jack E. Bariteau, Jr. Separate Property Trust u/a/d October 2, 1996	Attest: Neil Bradshaw, Mayor
ACKNOW	LEDGMENTS
Notary Public in and for said State, personally be the Mayor of the CITY OF KETCHUM, IT	this day of December, 2019, before me a y appeared NEAL BRADSHAW, known to me to DAHO and the person whose name is subscribed to to me that he executed the same on behalf of the country set my hand and seal the day and year first Notary Public Residing at Kethum C +y Hall My Commission Expires
STATE OF))ss. County of)	,

Subscribed and sworn before me on this	AIN DRIVE PROPERTIES, LLC, the limited the person who executed the instrument on
IN WITNESS WHEREOF, I have hereunto written above.	set my hand and seal the day and year first
	Notony Dublic
	Notary Public Residing at
	My Commission Expires
State of IDAHO))ss. County of)	
State, personally appeared JACK E. BARITEAU Trustee, or one of the Trustees of THE JACK E. TRUST under trust agreement dated October 2, 1 Trustee's signature on the foregoing instrument, the DARYL FAUTH COMMISSION NO. 22854 NOTARY PUBLIC My Commission	BARITEAU, JR. SEPARATE PROPERTY 967, And acknowledged to me that by said

IN WITNESS year first above writte		to have	executed this Agreement the day and
Main Drive Properties, LLC, a Tennessee limited liability company		City of Ketchum, Idaho, a municipal corporation	
By: William Alliso	on, Managing Member	Ву:	Neil Bradshaw, Mayor
Jack E. Bariteau, Jr. a Bariteau, Jr. Separate u/a/d October 2, 1996		Attest:	Robin Crotty, City Clerk
	ACKNOWLEI	OGMEN	ITS
STATE OF IDAHO)		
County of Blaine	ess.		
Notary Public in and be the Mayor of the C	for said State, personally ap CITY OF KETCHUM, IDAH tent, and acknowledged to m	peared N O and th	NEAL BRADSHAW, known to me to the person whose name is subscribed to the executed the same on behalf of the
IN WITNESS written above.	WHEREOF, I have hereunt	o set my	y hand and seal the day and year first
			Notary Public Residing at My Commission Expires
STATE OF County of))ss.)		

A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

Subscribed and sworn before me on this day of Notary Public in and for said State, personally appeared WILLIAM ALLISON known or identified to me to be the Managing Member of MAIN DRIVE PROPERTIES, LLC, the limited liability company that executed the instrument or the person who executed the instrument on behalf of said limited liability company, and acknowledged to me that such limited liability company executed the same. IN WITNESS WHEREOF, I have hereunto set my hand and seal the day and year first written above. Notary Public Residing at emery le 100 My Commission Expires Feb, 27,102 AMANPREET KAUR COMM.#2229365 NOTARY PUBLIC-CALIFORNIA ALAMEDA COUNTY COMM EXP. FEB 22,2022 State of IDAHO)ss. County of , 2019, before me, a Notary Public in and for said On this day of State, personally appeared JACK E. BARITEAU, JR., known or identified to me to be the Trustee, or one of the Trustees of THE JACK E. BARITEAU, JR. SEPARATE PROPERTY TRUST under trust agreement dated October 2, 19967, and acknowledged to me that by said Trustee's signature on the foregoing instrument, the foregoing named Trust executed the same. My Commission Expires Notary Public for Idaho Residing At _____



ATTACHMENT F: First Amendment to Development Agreement #20427

RECORDING REQUESTED BY AND WHEN RECORDED RETURN TO:

OFFICE OF THE CITY CLERK CITY OF KETCHUM POST OFFICE BOX 2315 KETCHUM, IDAHO 83340

Instrument # 679218

HAILEY, BLAINE, IDAHO
2-11-2021 01:44:06 PM No. of Pages: 5
Recorded for : CITY OF KETCHUM
JOLYNN DRAGE Fee: 0.00

Ex-Officio Recorder Deputy_ Index to: AGREEMENT/CORRECTION 13

(Space Above Line For Recorder's Use)

FIRST AMENDMENT TO DEVELOPMENT AGREEMENT #20427

This Amendment ("Amendment") is made as of January [4], 2021 by and between the City of Ketchum, Idaho ("Ketchum"), a municipal corporation, and Main Drive Properties, LLC, a Tennessee limited liability company and Jack E. Bariteau, Jr. as trustee of the Jack E. Bariteau Jr. Separate Property Trust, dated October 2, 1996 (collectively "Owner", and together with Ketchum, the "Parties").

- 1. <u>Recitals</u>. This Amendment is made in contemplation of the following facts and purposes:
- 1.1 Ketchum and Owner are parties to Development Agreement #20427 ("<u>Agreement</u>"), dated December 16, 2019, and recorded on December 20, 2019 in the records of Blaine County, Idaho as Instrument No. 665841, under and by virtue of which the Parties established certain rights and obligations with regard to the development of the real property commonly known as 391 N. 1st Avenue, Ketchum, Idaho ("Property").
- 1.2 The parties desire to amend and supplement the Agreement as hereinafter provided pursuant to section 16. b) thereof.
- 1.3 With the exception of the amendments in this Agreement, all terms of Agreement 20427 shall remain in effect.
- 2. <u>Amendments</u>. In view of the foregoing, the Parties agree to amend and supplement the Agreement including the extension of the design review approval to June 10, 2021, as follows:
- 2.1 The Parties have adopted the following schedule for the performance of the obligations of Owner under the Agreement and all related permits, approvals, and consents:

Performance Obligation

Completion Deadline

Subject to Section 3, submit for Building Permit

Building Permit submitted 9/26/20

Subject to Section 3, Obtain a Building Permit

Within 90 days of approval of this Development Agreement

Amendment

Subject to Section 8, Submit Right-Of-Way Encroachment Agreement

Signed 10/19/20; Recorded 10/29/20

Subject to Section 15, Submit Site Restoration Plan and Bond

Prior to issuance of building permit

Subject to Section 14, Submit Evidence of Construction Loan Commitment Prior to issuance of building permit

Subject to Section 14, Submit Evidence of Construction Loan Recordation issuance.

Within 60 days of building permit No excavation may occur on the site until the construction loan is recorded and evidence is provided to the City.

Subject to Section 12, Submit Letter of Credit for Off Site Improvements

Prior to issuance of building permit

Subject to Section 3, Receipt of Certificate of Occupancy

Within 18 months after issuance of building permit

- 2.2 Section 13 is amended to provide that the term of the Agreement shall be 2 years from issuance of the building permit.
- 2.3 After the Building Permit is issued, Owner shall be responsible for the maintenance and snow removal in the alley between 4th Street and Sun Valley Road. The method and hours for snow removal in the alley shall be consistent with city snow removal hours and methods.
- 2.4 Owner shall vacate the Ketchum Springs Line and install required service connections prior to July 1, 2021.
- 3. <u>Construction</u>. This Amendment and the Agreement constitute one agreement between the Parties. In the event of any inconsistency between this Amendment and the Agreement the terms of this Amendment shall govern. All capitalized terms in the Agreement shall have the meaning in the Agreement when used in this Amendment, unless otherwise defined herein.
- 4. <u>Ratification</u>. The Agreement, as amended and supplemented by this Amendment, is hereby ratified and affirmed.
- 5. <u>Counterparts</u>. This Agreement may be executed in any number of counterparts.

This Amendment is executed by the Parties as of the date first above written.

Main Drive Properties, LLC, a Tennessee limited liability company

City of Ketchum, Idaho, a municipal corporation

By: Uller Cller

By:

Neil Bradshaw, Mayor

William Allison, Managing Member

By:

Jack F. Bariteau, Jr. as Trustee of the Jack E. Bariteau, Jr. Separate Property Trust u/a/d October 2, 1996



STATE OF IDAHO)
County of Blaine)ss.
On this day of, 2021, before me, a Notary Public in and for said State, personally appeared JACK E. BARITEAU, JR., known or identified to me to be the Trustee, or one of the Trustees of the Jack E Bariteau, Jr/ Separate Property Trust under trust agreement dated October 2, 1996, and acknowledged/to me that by said Trustee's signature on the foregoing instrument, the foregoing named Trust executed the same. DARYL FAUTH COMMISSION NO. 22854 NOTARY PUBLIC STATE OF IDAHO MY COMMISSION EXPIRES 09/24/24 Notary Public for Idaho Residing at
STATE OF IDAHO)
County of Blaine) ss.
On this day of
On this
Residing at
My Commission expires



All-purpose Acknowledgment California only

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of MARIN
On 02/08/2021 before me, JIMMY CHANGEUX, Nothery Public (here insert name and title of the officer),
personally appeared William Arthur Allison -
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(les), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.
California that the foregoing paragraph is true and correct. Notary Seal
WITNESS my hand and official seal.
Signature Jimmy Changluix
Description of Attached Document
Type or Title of Document First Amend ment to Sevelopment Agreement # 20427 Dated December 16, 2019 and Recorded December 20th, 2019 in the Record of Blaine Coun
Document Date Flandy 08th, 2021 Number of Pages (04 Pages) (four) Property Known 05: 391 N. 15th Avenue (15)
Signer(s) Other Than Named Above

Manual Submission Route to Deposit Operations



253



ATTACHMENT G: Application Materials and Supporting Documents – Final

Plat



City of Ketchum Planning & Building

	OFFICIAL USE ONLY	
Αŗ	P22-016B	
Da	417/22.	
В,	SN Maller	
Fe	9 7502	
A,	proved Date	
В,		

Subdivision Application

Submit completed application and payment to the Planning and Building Department electronically to planningandzoning@ketchumidaho.org. Once your application has been recieved, we will review it and cpntact you with next steps. If you have questions, please contact the Planning and Building Department at (208) 726-7801. To view the Development Standards, visit the City website at: www.ketchumidaho.org

	A	PPLICANT INFORMATION	
Name of Proposed Sub	odivision: KETCHUM TOW	NSITE: BLOCK 57: LOTS 1B &	6A
Owner of Record: LOT	1B: Waypoint Pearl, LLC I	LOT 6A: 160 W. 4th Street, LLC	
Address of Owner: LO	T 1B: POB 84, Sun Valley,	ID 83353 LOT 6A: POB 2638, F	Cetchum, ID 83340
Representative of Owr	ner: Dave Patrie, Benchmark	Associates	
Legal Description: Keto	hum Townsite: Block 57: Ar	mended Lots 1 & 2; the east 50'	of Lots 5 & 6; and the vacated alley
	t Avenue & 120 West 4th Si		
	SU	BDIVISION INFORMATION	
Number of Lots/Parce	ls: 2		
Total Land Area: Lot 18	3: 18,166 S.F. Lot 6A: 7151	S.F.	
Current Zoning District	:: CC - Community Core		
Proposed Zoning Distr	ict: same as above		
Overlay District: n/a			
		TYPE OF SUBDIVISION	
Condominium	Land 🗏	PUD 🗆	Townhouse □
Adjacent land in same	ownership in acres or squar	re feet:	
Easements to be dedic A 30' by 110' wide		mergency access easement	& public pedestrian access easement.
Briefly describe the imnone.	provements to be installed	prior to final plat approval:	
	Al	DDITIONAL INFORMATION	
One (1) copy of Article One (1) copy of curren One (1) copy of the page	es of Incorporation and By-L nt title report and owner's re plininer plat	Fixetchum's Dark Sky Ordinance aws of Homeowners Association ecorded deed to the subject promat to planningandzoning@ketc	ns and/or Condominium Declarations operty

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

Applicant Signature

Date

Once your application has been received, we will review it and contact you with next steps. No further action is required at this time.

KETCHUM TOWNSITE: BLOCK 57: LOTS 1B & 6A

LOCATED WITHIN: SECTION 13, TOWNSHIP 4 NORTH, RANGE 17 EAST, B.M., CITY OF KETCHUM, BLAINE COUNTY, IDAHO

WHEREIN THE BOUNDARY COMMON TO AMENDED LOTS 1 & 2 IS ELIMINATED AND THE EAST 15 'OF VACATED ALLEY IS ADDED TO AMENDED LOT 2, CREATING LOT 1B;

AND THE WEST 15' OF VACATED ALLEY IS ADDED TO THE EAST 50' OF LOTS 5 & 6, CREATING LOT 6A.

JUNE 2022

FORMER

LOT 4

BLOCK 56 SURVEYOR'S NARRATIVE: 1. THE PURPOSE OF THIS PLAT IS TO RECONFIGURE AMENDED LOTS 1 & 2 , THE EAST 50' OF LOTS 5 & 6, AND THE VACATED



30' N 45°36'53" E N 45°36'53" E 165.07' 50'

LOT 6A LOT 1B ±7,147 Sq. Feet ±18,160 Sq. Feet 0.42 Acre 0.16 Acre

AMENDED LOT 2 AMENDED LOT 1 50' OF LOTS 5 & 6 AMENDED

LOT 5A BLK 57 64 98' S 45°37'58" W S45°37'58"W 165.05'

> LOT 3 BLOCK 57 BASIS OF BEARING S55°14'27"W BLAINE COUNTY GIS

E 50' OF LOTS 7 & 8

AMENDED LOT 8A BLK 57

> S45°37'16"W 420.04' **C** THIRD STREET

> > **BLOCK 58**

FIRST AVENUE

MONUMENT "LEADVILLE/RIVER"

ILLEGIBLE CAP

BLAINE COUNTY GIS

TPOB

ALLEY INTO LOTS 1B & 6A. FOUND MONUMENTS WERE ACCEPTED AS EITHER ORIGINAL, OR REPLACEMENTS OF ORIGINAL CORNERS. SET MONUMENTS WERE ESTABLISHED BY BLOCK BREAKDOWN AND PROPORTIONING RECORD

LEGEND

2. DOCUMENTS USED IN THE COURSE OF THIS SURVEY:

 \circ

a. "A RECORD OF SURVEY OF: KETCHUM TOWNSITE, BLOCK 57, LOTS 1A & 2A", RECORDED AS INSTRUMENT NO. 656178.

AMENDED LOTS 1 & 2 PER THE PLAT OF THE "RE-DIVISION OF LOTS 1 & 2, BLOCK 57, ORIGINAL KETCHUM TOWNSITE", RECORDED AS INSTRUMENT NO. 191607.

KETCHUM FILE NO. P22-016B

BOUNDARY LINE

STREET CENTERLINE

FOUND 1/2" REBAR

FOUND 5/8" REBAR SET 5\8" REBAR, PLS 20893

PUBLIC MONUMENT TIES

SET BRASS SURVEY MARKER, PLS 20893

c. THE EASTERLY 50 FEET OF LOTS 5 AND 6 PER CORPORATION WARRANTY DEED, RECORDED AS INSTRUMENT NO. 445984.

NOTES:

. С

BLOCK

1. EASEMENT A: A 30' WIDE BY 110' PUBLIC UTILITY, EMERGENCY ACCESS AND PUBLIC PEDESTRIAN ACCESS EASEMENT. SAID EASEMENT INCLUDES MUTUAL RECIPROCAL INGRESS AND EGRESS TO BENEFIT THE OWNERS AND TENANTS OF LOTS 1B AND 6A. PUBLIC PEDESTRIAN AMENITIES MAY BE INSTALLED WITHIN THIS EASEMENT BY THE OWNERS OF LOT 1B & LOT 6A AND/OR BY THE CITY OF KETCHUM.

2. NO BUILDINGS ON LOT 1B OR LOT 6A SHALL ENCROACH INTO THE APPROXIMATELY 30' X 110' VACATED ALLEY.

3. DEVELOPMENT AGREEMENT #20427 FOR LOT 1B WAS RECORDED AS INSTRUMENT NO. 665841 AND THE FIRST AMENDMENT TO DEVELOPMENT AGREEMENT #20427 WAS RECORDED AS INSTRUMENT NO. 679218, RECORDS OF BLAINE COUNTY, IDAHO.

4. RIGHT-OF-WAY ENCROACHMENT AGREEMENT 20548 WAS RECORDED AS INSTRUMENT NO. 675091 AND ENCROACHMENT AGREEMENT 20536 WAS RECORDED AS INSTRUMENT NO. 675171, RECORDS OF BLAINE COUNTY, IDAHO.

HEALTH CERTIFICATE

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

South Central Public Health District, REHS



KETCHUM TOWNSITE: BLOCK 57: LOTS 1B & 6A

LOCATED WITHIN SECTION 13, TOWNSHIP 4 NORTH, RANGE 17 EAST, B.M.

PROJECT NO. 19020 DWG BY: DWS/CPL 19020-2022.DWG DATE: 04/27/2022 SHEET: 1 OF 3

CITY OF KETCHUM, BLAINE COUNTY, IDAHO PREPARED FOR: JACK BARITEAU

G:\BMA\K\ketchum / ዘ፰ቒቒ (ክፍር ዩንሮ ክርኒዕተ ሥራዊ ሂጓ \$ 9020 ፑር ክርኒዕተ ያለት 19020-2022.dwg, 5/18/2022 9:07:02 AM

40'

SECOND AVENU

ىدى

NO CAP

stewart title

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:

Blaine County Title, Inc. 360 Sun Valley Road P.O. Box 3176

Ketchum, ID 83340 Agent ID: 120037 stewart title guaranty company

SORPORA 1908

Matt Morris President and CEO

Denise Carraux Secretary

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

File No.: 1921504

Lot Book Guarantee (6-6-92)

Page 1 of 3 of Policy Serial No.: G-0000-526823648

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.
- Proof of Loss or Damage In addition to and after the notices required under Section 3 of these Conditions and Stipulations have been provided to the Company, a proof of loss or damage signed and sworn to by the Assured shall be furnished to the Company within ninety (90) days after the Assured shall ascertain the facts giving rise to the loss or damage. The proof of loss or damage shall describe the matters covered by this Guarantee which constitute the basis of loss or damage and shall state, to the extent possible, the basis of calculating the amount of the loss or damage. If the Company is prejudiced by the failure of the Assured to provide the required proof of loss or damage, the Company's obligation to such Assured under the Guarantee shall terminate. In addition, the Assured may reasonably be required to submit to examination under oath by any authorized representative of the Company and shall produce for examination, inspection and copying, at such reasonable times and places as may be designated by any authorized representative of the Company, all records, books, ledgers, checks, correspondence and memoranda, whether bearing a date before or after Date of Guarantee, which reasonably pertain to the loss or damage. Further, if requested by any authorized representative of the Company, the Assured shall grant its permission, in writing, for any authorized representative of the Company to examine, inspect and copy all records, books, ledgers, checks, correspondence and memoranda in the custody or control of a third party, which reasonably pertain to the loss or damage. All information designated as confidential by the Assured provided to the Company pursuant to this Section shall not be disclosed to others unless, in the reasonable judgment of the Company, it is necessary in the administration of the claim. Failure of the Assured to submit for examination under oath, produce other reasonably requested information or grant permission to secure reasonably necessary information from third parties as required in the above paragraph, unless prohibited by law or governmental regulation, shall terminate any liability of the Company under this Guarantee to the Assured for that claim.
- 7. Options to Pay or Otherwise Settle Claims; Termination of Liability In case of a claim under this Guarantee, the Company shall have the following additional options:
 - (a) To Pay or Tender Payment of the Amount of Liability or to Purchase the Indebtedness.

© California Land Title Association. All rights reserved.

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

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

File No.: 1921504

Lot Book Guarantee (6-6-92)

Page 2 of 3 of Policy Serial No.: G-0000-526823648

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 sated herein and the value of the estate or interest subject to any defect, lien or encumbrance assured against by this Guarantee.
- Limitation of Liability
 - (a) If the Company establishes the title or removes the alleged defect, lien or encumbrance, or cures any other matter assured against by this Guarantee in a reasonably diligent manner by any method, including litigation and the completion of any appeals therefrom, it shall have fully performed its obligations with respect to that matter and shall not be liable for any loss or damage caused thereby.
 - (b) In the event of any litigation by the Company or with the Company's consent, the Company shall have no liability for loss or damage until there has been a final determination by a court of competent jurisdiction, and disposition of all appeals therefrom, adverse to the title, as stated herein.
 - (c) The Company shall not be liable for loss or damage to any Assured for liability voluntarily assumed by the Assured in settling any claim or suit without the prior written consent of the Company.
- 10. Reduction of Liability or Termination of Liability All payments under this Guarantee, except payments made for costs, attorneys' fees and expenses pursuant to Paragraph 5 shall reduce the amount of liability pro tanto.
- 11. Payment of Loss
 - (a) No payment shall be made without producing this Guarantee for endorsement of the payment unless the Guarantee has been lost or destroyed, in which case proof of loss or destruction shall be furnished to the satisfaction of the Company.
 - (b) When liability and the extent of loss or damage has been definitely fixed in accordance with these Conditions and Stipulations, the loss or damage shall be payable within thirty (30) days thereafter.
- 12. Subrogation Upon Payment or Settlement Whenever the Company shall have settled and paid a claim under this Guarantee, all right of subrogation shall vest in the Company unaffected by any act of the Assured claimant.

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

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

- 13. Arbitration Unless prohibited by applicable law, either the Company or the Assured may demand arbitration pursuant to the Title Insurance Arbitration Rules of the American Arbitration Association. Arbitrable matters may include, but are not limited to, any controversy or claim between the Company and the Assured arising out of or relating to this Guarantee, any service of the Company in connection with its issuance or the breach of a Guarantee provision or other obligation. All arbitrable matters when the Amount of Liability is \$1,000,000 or less shall be arbitrated at the option of either the Company or the Assured. All arbitrable matters when the amount of liability is in excess of \$1,000,000 shall be arbitrated only when agreed to by both the Company and the Assured. The Rules in effect at Date of Guarantee shall be binding upon the parties. The award may include attorneys' fees only if the laws of the state in which the land is located permits a court to award attorneys' fees to a prevailing party. Judgment upon the award rendered by the Arbitrator(s) may be entered in any court having jurisdiction thereof. The law of the situs of the land shall apply to an arbitration under the Title Insurance Arbitration Rules. A copy of the Rules may be obtained from the Company upon request.
- 14. Liability Limited to This Guarantee; Guarantee Entire Contract -
 - (a) This Guarantee together with all endorsements, if any, attached hereto by the Company is the entire Guarantee and contract between the Assured and the Company. In interpreting any provision of this Guarantee, this Guarantee shall be construed as a whole.
 - (b) Any claim of loss or damage, whether or not based on negligence, or any action asserting such claim, shall be restricted to this Guarantee.
 - (c) No amendment of or endorsement to this Guarantee can be made except by a writing endorsed hereon or attached hereto signed by either the President, a Vice President, the Secretary, an Assistant Secretary, or validating officer or authorized signatory of the Company.
- **15. Notices, Where Sent** All notices required to be given the Company and any statement in writing required to be furnished the Company shall include the number of this Guarantee and shall be addressed to the Company at P.O. Box 2029, Houston, Texas 77252-2029.

© California Land Title Association. All rights reserved.

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

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

File No.: 1921504

Lot Book Guarantee (6-6-92)

Page 3 of 3 of Policy Serial No.: G-0000-526823648

LOT BOOK GUARANTEE SCHEDULE A

File No.: 1921504 Guarantee No.: G-0000-526823648

Date of Guarantee: April 16, 2019 at 8:00 am

Liability: \$1,000.00 Premium: \$120.00

A. Assured:

Benchmark Associates P.A., Garth McClure, surveyor

- 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:

The Easterly 50 feet of Lots 5 and 6, Block 57, of the VILLAGE OF KETCHUM, as shown on the certified copy of the official map thereof, recorded as Instrument No. 302967, records of Blaine County, Idaho.

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

Corporation Warranty Deed, recorded as Document No. 445984, conveying said real property to:

Holt & Johnson L.L.C., an Idaho Limited Liability Company

- 3. That there are no mortgages or deeds of trust describing the land that have not been released or reconveyed by an instrument recorded in the public records, other than those shown below under Exceptions.
- 4. That there are no contracts for sales, contracts for deed, including memorandums giving notice of such contracts, attachments, tax deed recorded within the last 9 years, which purport to affect the land other than shown below under Exceptions.

C. Exceptions:

- 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.
- 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. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records.

File No.: 1921504 Lot Book Guarantee ID

Page 1 of 2

- 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, or material heretofore or hereafter furnished, imposed by law and not shown by the Public Records.
- 7. General taxes for the year 2018, a lien in the amount of \$4,667.66, of which the first installment due December 20, 2018 are PAID and the second installment is due on or before June 20, 2019. (Parcel No. RPK0000057005B)
- 8. General taxes for the year 2019 and subsequent years, which are a lien not yet payable.
- 9. Water, sewer and rubbish charges of the City of Ketchum.
- 10. Notes, Easements and Restrictions, if any, as shown on the official map of the Village of Ketchum, recorded February 13, 1989 as <u>Instrument No. 302967</u>, records of Blaine County, Idaho.
- 11. Deed of Trust to secure an indebtedness in the amount shown below, and any other obligations secured thereby:

Amount: \$560,000.00 Dated: 11/19/2001

Grantor: Holt & Johnson L.L.C., an Idaho Limited Liability Company

Trustee: First American Title Company

Beneficiary: Home Federal Savings & Loan Associates

Recorded: 11/26/2001, as Instrument No. 458324, records of Blaine County, Idaho

- 12. Assignment of Rents, by and between Holt & Johnson L.L.C., an Idaho Limited Liability Company and Home Federal Savings & Loan Associates recorded 11/26/2001 as Instrument No. 458325, records of Blaine County, Idaho.
- 13. UCC-1 Financing Statement by and between Holt & Johnson, L.L.C. as Debtor and Home Federal Savings & Loan Association as Secured Party recorded 11/26/2001 as Instrument No. 458326, records of Blaine County, Idaho.

Continuation Statement recorded 11/1/2006 as Instrument No. 541341, records of Blaine County, Idaho.

Continuation Statement recorded 05/19/2011 as Instrument No. 587707, records of Blaine County, Idaho.

14. Deed of Trust to secure an indebtedness in the amount shown below, and any other obligations secured thereby:

Amount: securing payment of all distributions, disbursements and allocations from the membership interest of Charles Holt in Holt Johnson, as more particularly set forth in that certain Assignment of Distributions and Security Agreement dated January 25, 2016 evidencing certain Grantors obligations to Beneficiary

Dated: 01/25/2016

Grantor: Holt & Johnson L.L.C., an Idaho Limited Liability Company

Trustee: First American Title Company Beneficiary: Idaho Independent Bank

Recorded: 02/02/2016, as Instrument No. 632807, records of Blaine County, Idaho

File No.: 1921504 Lot Book Guarantee ID

Page 2 of 2

STG Privacy Notice Stewart Title Companies

WHAT DO THE STEWART TITLE COMPANIES DO WITH YOUR PERSONAL INFORMATION?

Federal and applicable state law and regulations give consumers the right to limit some but not all sharing. Federal and applicable state law regulations also require us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand how we use your personal information. This privacy notice is distributed on behalf of the Stewart Title Guaranty Company and its title affiliates (the Stewart Title Companies), pursuant to Title V of the Gramm-Leach-Billey Act (GLBA).

The types of personal information we collect and share depend on the product or service that you have sought through us. This information can include social security numbers and driver's license number.

All financial companies, such as the Stewart Title Companies, need to share customers' personal information to run their everyday business—to process transactions and maintain customer accounts. In the section below, we list the reasons that we can share customers' personal information; the reasons that we choose to share; and whether you can limit this sharing.

Reasons we can share your personal information.	Do we share	Can you limit this sharing?
For our everyday business purposes— to process your transactions and maintain your account. This may include running the business and managing customer accounts, such as processing transactions, mailing, and auditing services, and responding to court orders and legal investigations.	Yes	No
For our marketing purposes— to offer our products and services to you.	Yes	No
For joint marketing with other financial companies	No	We don't share
For our affiliates' everyday business purposes— information about your transactions and experiences. Affiliates are companies related by common ownership or control. They can be financial and non-financial companies. Our affiliates may include companies with a Stewart name; financial companies, such as Stewart Title Company	Yes	No
For our affiliates' everyday business purposes— information about your creditworthiness.	No	We don't share
For our affiliates to market to you — For your convenience, Stewart has developed a means for you to opt out from its affiliates marketing even though such mechanism is not legally required.	Yes	Yes, send your first and last name, the email address used in your transaction, your Stewart file number and the Stewart office location that is handling your transaction by email to optout@stewart.com or fax to 1-800-335-9591.
For non-affiliates to market to you. Non-affiliates are companies not related by common ownership or control. They can be financial and non-financial companies.	No	We don't share

We may disclose your personal information to our affiliates or to non-affiliates as permitted by law. If you request a transaction with a non-affiliate, such as a third party insurance company, we will disclose your personal information to that non-affiliate. [We do not control their subsequent use of information, and suggest you refer to their privacy notices.]

SHARING PRACTICES

How often do the Stewart Title Companies notify me about their practices?	We must notify you about our sharing practices when you request a transaction.
How do the Stewart Title Companies protect my personal information?	To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer, file, and building safeguards.
How do the Stewart Title Companies collect my personal information?	We collect your personal information, for example, when you request insurance-related services provide such information to us We also collect your personal information from others, such as the real estate agent or lender involved in your transaction, credit reporting agencies, affiliates or other companies.
What sharing can I limit?	Although federal and state law give you the right to limit sharing (e.g., opt out) in certain instances, we do not share your personal information in those instances.

Contact us: If you have any questions about this privacy notice, please contact us at: Stewart Title Guaranty Company, 1980 Post Oak Blvd., Privacy Officer, Houston, Texas 77056

File No.: 1921504 Page 1



ALTA COMMITMENT FOR TITLE INSURANCE (07-01-2021)

ISSUED BY STEWART TITLE GUARANTY COMPANY

NOTICE

IMPORTANT - READ CAREFULLY: THIS COMMITMENT IS AN OFFER TO ISSUE ONE OR MORE TITLE INSURANCE POLICIES. ALL CLAIMS OR REMEDIES SOUGHT AGAINST THE COMPANY INVOLVING THE CONTENT OF THIS COMMITMENT OR THE POLICY MUST BE BASED SOLELY IN CONTRACT.

THIS COMMITMENT IS NOT AN ABSTRACT OF TITLE, REPORT OF THE CONDITION OF TITLE, LEGAL OPINION, OPINION OF TITLE, OR OTHER REPRESENTATION OF THE STATUS OF TITLE. THE PROCEDURES USED BY THE COMPANY TO DETERMINE INSURABILITY OF THE TITLE, INCLUDING ANY SEARCH AND EXAMINATION, ARE PROPRIETARY TO THE COMPANY, WERE PERFORMED SOLELY FOR THE BENEFIT OF THE COMPANY, AND CREATE NO EXTRACONTRACTUAL LIABILITY TO ANY PERSON, INCLUDING A PROPOSED INSURED.

THE COMPANY'S OBLIGATION UNDER THIS COMMITMENT IS TO ISSUE A POLICY TO A PROPOSED INSURED IDENTIFIED IN SCHEDULE A IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THIS COMMITMENT. THE COMPANY HAS NO LIABILITY OR OBLIGATION INVOLVING THE CONTENT OF THIS COMMITMENT TO ANY OTHER PERSON.

COMMITMENT TO ISSUE POLICY

Subject to the Notice; Schedule B, Part I - Requirements; Schedule B, Part II - Exceptions; and the Commitment Conditions, STEWART TITLE GUARANTY COMPANY, a Texas corporation (the "Company"), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Amount of Insurance and the name of the Proposed Insured.

If all of the Schedule B, Part I - Requirements have not been met within six months after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

Countersigned by:

Blaine County Title, Inc. 360 Sun Valley Road P.O. Box 3176

Ketchum, ID 83340 (208) 726-0700

TEXAS

Frederick H. Eppinger President and CEO

> David Hisey Secretary

This page is only a part of a 2021 ALTA® Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I - Requirements; and Schedule B, Part II - Exceptions; and a countersignature by the Company or its issuing agent that may be in electronic form.

AMERICAN

AND TITLE

ASSOCIATION

COMMITMENT CONDITIONS

1. DEFINITIONS

- "Discriminatory Covenant": Any covenant, condition, restriction, or limitation that is unenforceable under applicable law because it illegally discriminates against a class of individuals based on personal characteristics such as race, color, religion, sex, sexual orientation, gender identity, familial status, disability, national origin, or other legally protected class.
- "Knowledge" or "Known": Actual knowledge or actual notice, but not constructive notice imparted by the Public b. Records.
- "Land": The land described in Item 5 of Schedule A and improvements located on that land that by State law constitute real property. The term "Land" does not include any property beyond that described in Schedule A, nor any right, title, interest, estate, or easement in any abutting street, road, avenue, alley, lane, right-of-way, body of water, or waterway, but does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
- "Mortgage": A mortgage, deed of trust, trust deed, security deed, or other real property security instrument, including one evidenced by electronic means authorized by law.
- "Policy": Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.
- "Proposed Amount of Insurance": Each dollar amount specified in Schedule A as the Proposed Amount of f Insurance of each Policy to be issued pursuant to this Commitment.
- "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
- "Public Records": The recording or filing system established under State statutes in effect at the Commitment Date under which a document must be recorded or filed to impart constructive notice of matters relating to the Title to a purchaser for value without Knowledge. The term "Public Records" does not include any other recording or filing system, including any pertaining to environmental remediation or protection, planning, permitting, zoning, licensing, building, health, public safety, or national security matters.
- "State": The state or commonwealth of the United States within whose exterior boundaries the Land is located. i. The term "State" also includes the District of Columbia, the Commonwealth of Puerto Rico, the U.S. Virgin Islands, and Guam.
- "Title": The estate or interest in the Land identified in Item 3 of Schedule A.
- If all of the Schedule B, Part I Requirements have not been met within the time period specified in the Commitment to Issue Policy, this Commitment terminates and the Company's liability and obligation end.
- The Company's liability and obligation is limited by and this Commitment is not valid without:
 - the Notice; a.
 - the Commitment to Issue Policy; b.
 - the Commitment Conditions; C.
 - d. Schedule A;
 - e. Schedule B, Part I - Requirements;
 - f. Schedule B, Part II - Exceptions; and
 - a countersignature by the Company or its issuing agent that may be in electronic form.

COMPANY'S RIGHT TO AMEND

The Company may amend this Commitment at any time. If the Company amends this Commitment to add a defect, lien, encumbrance, adverse claim, or other matter recorded in the Public Records prior to the Commitment Date, any liability of the Company is limited by Commitment Condition 5. The Company is not liable for any other amendment to this Commitment.

This page is only a part of a 2021 ALTA® Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I - Requirements; and Schedule B, Part II - Exceptions; and a countersignature by the Company or its issuing agent that may be in electronic form.

Copyright 2021 American Land Title Association. All rights reserved.

The use of this Form (or derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.

File No. 2224412

Page 2 of 4



AMERICAN

AND TITLE

5. LIMITATIONS OF LIABILITY

- a. The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
 - (i) comply with the Schedule B, Part I Requirements;
 - (ii) eliminate, with the Company's written consent, any Schedule B, Part II Exceptions; or
 - (iii) acquire the Title or create the Mortgage covered by this Commitment.
- b. The Company is not liable under Commitment Condition 5.a. if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.
- c. The Company is only liable under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.
- d. The Company's liability does not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Condition 5.a. or the Proposed Amount of Insurance.
- e. The Company is not liable for the content of the Transaction Identification Data, if any.
- f. The Company is not obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I—Requirements have been met to the satisfaction of the Company.
- g. The Company's liability is further limited by the terms and provisions of the Policy to be issued to the Proposed Insured.

6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT; CHOICE OF LAW AND CHOICE OF FORUM

- a. Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.
- b. Any claim must be based in contract under the State law of the State where the Land is located and is restricted to the terms and provisions of this Commitment. Any litigation or other proceeding brought by the Proposed Insured against the Company must be filed only in a State or federal court having jurisdiction.
- c. This Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.
- d. The deletion or modification of any Schedule B, Part II—Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.
- e. Any amendment or endorsement to this Commitment must be in writing and authenticated by a person authorized by the Company.
- f. When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.

7. IF THIS COMMITMENT IS ISSUED BY AN ISSUING AGENT

The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company's agent for closing, settlement, escrow, or any other purpose.

8. PRO-FORMA POLICY

The Company may provide, at the request of a Proposed Insured, a pro-forma policy illustrating the coverage that the Company may provide. A pro-forma policy neither reflects the status of Title at the time that the pro-forma policy is delivered to a Proposed Insured, nor is it a commitment to insure.

9. CLAIMS PROCEDURES

This Commitment incorporates by reference all Conditions for making a claim in the Policy to be issued to the Proposed Insured. Commitment Condition 9 does not modify the limitations of liability in Commitment Conditions 5 and 6.

This page is only a part of a 2021 ALTA® Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I - Requirements; and Schedule B, Part II - Exceptions; and a countersignature by the Company or its issuing agent that may be in electronic form.

Copyright 2021 American Land Title Association. All rights reserved.

The use of this Form (or derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.

File No. 2224412

Page 3 of 4





10. CLASS ACTION

ALL CLAIMS AND DISPUTES ARISING OUT OF OR RELATING TO THIS COMMITMENT, INCLUDING ANY SERVICE OR OTHER MATTER IN CONNECTION WITH ISSUING THIS COMMITMENT, ANY BREACH OF A COMMITMENT PROVISION, OR ANY OTHER CLAIM OR DISPUTE ARISING OUT OF OR RELATING TO THE TRANSACTION GIVING RISE TO THIS COMMITMENT, MUST BE BROUGHT IN AN INDIVIDUAL CAPACITY. NO PARTY MAY SERVE AS PLAINTIFF, CLASS MEMBER, OR PARTICIPANT IN ANY CLASS OR REPRESENTATIVE PROCEEDING. ANY POLICY ISSUED PURSUANT TO THIS COMMITMENT WILL CONTAIN A CLASS ACTION CONDITION.

11. ARBITRATION

The Policy contains an arbitration clause. All arbitrable matters when the Proposed Amount of Insurance is \$2,000,000 or less may be arbitrated at the election of either the Company or the Proposed Insured as the exclusive remedy of the parties. A Proposed Insured may review a copy of the arbitration rules at http://www.alta.org/arbitration.

STEWART TITLE GUARANTY COMPANY

All notices required to be given the Company and any statement in writing required to be furnished the Company shall be addressed to it at Stewart Title Guaranty Company, P.O. Box 2029, Houston, Texas 77252-2029.

This page is only a part of a 2021 ALTA® Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I - Requirements; and Schedule B, Part II - Exceptions; and a countersignature by the Company or its issuing agent that may be in electronic form.

Copyright 2021 American Land Title Association. All rights reserved.

The use of this Form (or derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.

File No. 2224412

ALTA Commitment For Title Insurance (7-01-2021)

Page 4 of 4





ALTA COMMITMENT FOR TITLE INSURANCE (07-01-2021) **SCHEDULE A**

ISSUED BY STEWART TITLE GUARANTY COMPANY

Transaction Identification Data, for which the Company assumes no liability as set forth in Commitment Condition 5.e.:

Issuing Agent: Blaine County Title, Inc.

Issuing Office: 360 Sun Valley Road, P.O. Box 3176, Ketchum, ID 83340

Issuing Office's ALTA® Registry ID:

Loan ID Number:

Commitment Number: 2224412 **Issuing Office File Number:** 2224412

Property Address: 391 N 1st Ave., Ketchum, ID 83340 120 W 4th St., Ketchum, ID 83340

Revision Number:

1. Commitment Date: February 16, 2022 at 8:00 A.M.

(a) 2021 ALTA® Owner's Policy

Proposed Insured:

2. Policy to be issued:

(b) 2021 ALTA® Loan Policy

Proposed Insured:

3. The estate or interest in the Land at the Commitment Date is:

Fee Simple

4. The Title is, at the Commitment Date, vested in:

Waypoint Pearl, LLC, an Idaho limited liability company

5. The Land is described as follows:

Lots 1 and 2 of RE-DIVISION OF LOTS 1 & 2, Block 57, ORIGINAL KETCHUM TOWNSITE, according to the official plat thereof, recorded as Instrument No. 191607, records of Blaine County, Idaho.

STEWART TITLE GUARANTY COMPANY

STATEMENT OF CHARGES

These charges are due and payable before a policy can be issued

This page is only a part of a 2021 ALTA® Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I - Requirements; and Schedule B, Part II - Exceptions; and a countersignature by the Company or its issuing agent that may be in electronic form.

Copyright 2021 American Land Title Association. All rights reserved.

The use of this Form (or derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.

File No. 2224412

ID ALTA Commitment for Title Insurance Schedule A (07-01-2021) SOC

Proposed Amount of Insurance

ALTA COMMITMENT FOR TITLE INSURANCE (07-01-2021) SCHEDULE B PART I

ISSUED BY STEWART TITLE GUARANTY COMPANY

Requirements

File No.: 2224412

All of the following Requirements must be met:

- 1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
- 2. Pay the agreed amount for the estate or interest to be insured.
- 3. Pay the premiums, fees, and charges for the Policy to the Company.
- 4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.
- 5. Delivery to the Company of the Affidavit as to Debts and Liens. Upon acceptance and review of said Affidavit, title will be subject to such further matters as appear necessary and appropriate following such review.
- 6. Pursuant to the State of Idaho Insurance Regulations, a cancellation fee is to be charged on all cancelled orders. Unless otherwise advised, orders will be considered cancelled six months after the effective date on the Commitment. The amount of the fee assessed shall be in accordance with our rate filing with the Idaho Department of Insurance.

If you should decide to change lenders within six months, this commitment can be transferred to avoid a cancellation charge.

This page is only a part of a 2021 ALTA® Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I - Requirements; and Schedule B, Part II - Exceptions; and a countersignature by the Company or its issuing agent that may be in electronic form.



ALTA COMMITMENT FOR TITLE INSURANCE (07-01-2021) SCHEDULE B PART II

ISSUED BY STEWART TITLE GUARANTY COMPANY

Exceptions

File No.: 2224412

Some historical land records contain Discriminatory Covenants that are illegal and unenforceable by law. This Commitment and the Policy treat any Discriminatory Covenant in a document referenced in Schedule B as if each Discriminatory Covenant is redacted, repudiated, removed, and not republished or recirculated. Only the remaining provisions of the document will be excepted from coverage.

The Policy will not insure against loss or damage resulting from the terms and conditions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

- 1. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I Requirements are met.
- Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies
 taxes or assessments on real property or by the Public Records. Proceedings by a public agency which may result
 in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or
 by Public Record.
- 3. 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.
- 4. Easements, liens, or encumbrances, or claims thereof, which are not shown by the Public Records.
- 5. 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.
- 6. (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.
- 7. 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.
- 8. 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).
- 9. 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. The Company makes no representation as to the present ownership of any such interests. There may be leases, grants, exceptions or reservations of interests that are not listed.

This page is only a part of a 2021 ALTA® Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I - Requirements; and Schedule B, Part II - Exceptions; and a countersignature by the Company or its issuing agent that may be in electronic form.



ALTA COMMITMENT FOR TITLE INSURANCE (07-01-2021) SCHEDULE B PART II

ISSUED BY STEWART TITLE GUARANTY COMPANY

Exceptions

- 10. General taxes for the year 2021, a lien in the amount of \$5,363.42, of which the first half due December 20, 2021 are PAID and the second half are due on or before June 20, 2022. (Parcel No. RPK0000057001B)
- 11. General taxes for the year 2021, a lien in the amount of \$5,363.42, of which the first half due December 20, 2021 are PAID and the second half are due on or before June 20, 2022. (Parcel No. RPK0000057002A)
- 12. General taxes for the year 2022 and subsequent years, which are a lien not yet payable.
- 13. Water and sewer charges of the City of Ketchum, which are current as of the date of the policy.
- 14. Ketchum rubbish charges billed by Clear Creek Disposal, which are current as of the date of the policy.
- 15. Notes, Easements and Restrictions as shown on the Re-Division of Lots 1 & 2, Block 57, Original Ketchum Townsite, recorded February 27, 1979 as Instrument No. 191607, records of Blaine County, Idaho.
- 16. Facts evidenced by that certain Survey, dated September 2018 by Benchmark Associates, recorded October 30, 2018, as Instrument No. 656178, records of Blaine County, Idaho.
- 17. Development Agreement #20427, including the terms and provisions thereof, Dated December 16, 2019 by and between the City of Ketchum, Idaho, a municipal corporation and Jack E. Bariteau, Jr., as Trustee of the Jack E. Bariteau, Jr. Separate Property Trust, under agreement dated October 2, 1996 and Main Drive Properties, LLC, a Tennessee limited liability company, recorded December 20, 2019 as Instrument No. 665841, records of Blaine County, Idaho.
 - First Amendment to Development Agreement #20427, including the terms and provisions thereof, recorded February 11, 2021, as Instrument No. 679218, records of Blaine County, Idaho.
- 18. Right-of-Way Encroachment Agreement 20548, including the terms and provisions thereof, by and between City of Ketchum, Idaho, a municipal corporation and Jack E. Bariteau Jr., as Trustee of The Jack E. Bariteau Jr., Separate Property Trust, dated October 2, 1996 and Main Drive Properties, LLC, a Tennessee limited liability company recorded October 29, 2020 as Instrument No. 675091, records of Blaine County, Idaho.
- 19. Right-of-Way Encroachment Agreement 20536, including the terms and provisions thereof, dated October 19, 2020, by and between City of Ketchum, Idaho, a municipal corporation and Idaho Power Company, recorded October 30, 2020 as Instrument No. 675171, records of Blaine County, Idaho.
- 20. Deed of Trust, Security Agreement and Fixture Filing with Assignment of Leases and Rents to secure an indebtedness in the amount shown below, and any other obligations secured thereby:

Amount: \$17,500,000.00 Dated: 04/23/2021

Grantor: Waypoint Pearl, LLC, an Idaho limited liability company

Trustee: Blaine County Title, Inc.

Beneficiary: Dudley Family Investments, LLC, a Delaware limited liability company Recorded: 04/23/2021, as Instrument No. 681853, records of Blaine County, Idaho

This page is only a part of a 2021 ALTA® Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I - Requirements; and Schedule B, Part II - Exceptions; and a countersignature by the Company or its issuing agent that may be in electronic form.



The use of this Form (or derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.

File No. 2224412



ALTA COMMITMENT FOR TITLE INSURANCE (07-01-2021) SCHEDULE B PART II

ISSUED BY STEWART TITLE GUARANTY COMPANY

Exceptions

- 21. Assignment of Leases and Rents, by and between Waypoint Pearl, LLC, an Idaho limited liability company and Dudley Family Investments, LLC, a Delaware limited liability company, recorded 04/23/2021 as Instrument No. 681854, records of Blaine County, Idaho.
- 22. Financing Statement executed by Waypoint Pearl, LLC to Dudley Family Investments, LLC recorded 04/23/2021 as Instrument No. 681855, records of Blaine County, Idaho.
- 23. Subordination Agreement, executed by Conrad Brothers of Idaho, Inc., in favor of Dudley Family Investments, LLC, recorded 04/23/2021 as Instrument No. 681856, records of Blaine County, Idaho.
- 24. Financing Statement executed by Waypoint Pearl, LLC to Dudley Family Investments, LLC Filed 04/26/2001 as File No. 20210632205 records of the Idaho Secretary of State UCC Division.
- 25. Subordination Agreement, executed by Conrad Brothers of Idaho, Inc., in favor of Dudley Family Investments, LLC, recorded 04/29/2021 as Instrument No. 682017, records of Blaine County, Idaho.
- 26. Notices of liens if any, in favor of the State Tax Commission, the Department of Labor and Department of Health and Welfare of the State of Idaho filed in the office of the Secretary of State pursuant to Chapter 19, Title 45, Idaho Code. (The Idaho State Tax Commission electronically files liens with the office of the Secretary of State and not with the Blaine County Recorder. Until final review at closing, title may be subject to such further matters as appear necessary and appropriate following such review.)

Item 1 will be removed upon final review at closing, title may be subject to such further matters as appear necessary and appropriate following such review.

Items 2-5 and 7-9 may be removed upon issuance of any ALTA Extended Coverage Policy.

Copies of all recorded documents outlined in this section are available upon request.

This page is only a part of a 2021 ALTA® Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I - Requirements; and Schedule B, Part II - Exceptions; and a countersignature by the Company or its issuing agent that may be in electronic form.



STG Privacy Notice Stewart Title Companies

WHAT DO THE STEWART TITLE COMPANIES DO WITH YOUR PERSONAL INFORMATION?

Federal and applicable state law and regulations give consumers the right to limit some but not all sharing. Federal and applicable state law regulations also require us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand how we use your personal information. This privacy notice is distributed on behalf of the Stewart Title Guaranty Company and its title affiliates (the Stewart Title Companies), pursuant to Title V of the Gramm-Leach-Bliley Act (GLBA).

The types of personal information we collect and share depend on the product or service that you have sought through us. This information can include social security numbers and driver's license number.

All financial companies, such as the Stewart Title Companies, need to share customers' personal information to run their everyday business—to process transactions and maintain customer accounts. In the section below, we list the reasons that we can share customers' personal information; the reasons that we choose to share; and whether you can limit this sharing.

Reasons we can share your personal information.	Do we share	Can you limit this sharing?
For our everyday business purposes— to process your transactions and maintain your account. This may include running the business and managing customer accounts, such as processing transactions, mailing, and auditing services, and responding to court orders and legal investigations.	Yes	No
For our marketing purposes— to offer our products and services to you.	Yes	No
For joint marketing with other financial companies	No	We don't share
For our affiliates' everyday business purposes— information about your transactions and experiences. Affiliates are companies related by common ownership or control. They can be financial and non-financial companies. Our affiliates may include companies with a Stewart name; financial companies, such as Stewart Title Company	Yes	No
For our affiliates' everyday business purposes— information about your creditworthiness.	No	We don't share
For our affiliates to market to you — For your convenience, Stewart has developed a means for you to opt out from its affiliates marketing even though such mechanism is not legally required.	Yes	Yes, send your first and last name, the email address used in your transaction, your Stewart file number and the Stewart office location that is handling your transaction by email to optout@stewart.com or fax to 1-800-335-9591.
For non-affiliates to market to you. Non-affiliates are companies not related by common ownership or control. They can be financial and non-financial companies.	No	We don't share

We may disclose your personal information to our affiliates or to non-affiliates as permitted by law. If you request a transaction with a non-affiliate, such as a third party insurance company, we will disclose your personal information to that non-affiliate. [We do not control their subsequent use of information, and suggest you refer to their privacy notices.]

SHARING PRACTICES

How often do the Stewart Title Companies notify me about their practices?	We must notify you about our sharing practices when you request a transaction.
How do the Stewart Title Companies protect my personal information?	To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer, file, and building safeguards.
How do the Stewart Title Companies collect my personal information?	We collect your personal information, for example, when you request insurance-related services provide such information to us We also collect your personal information from others, such as the real estate agent or lender involved in your transaction, credit reporting agencies, affiliates or other companies.
What sharing can I limit?	Although federal and state law give you the right to limit sharing (e.g., opt out) in certain instances, we do not share your personal information in those instances.

Contact us: If you have any questions about this privacy notice, please contact us at: Stewart Title Guaranty Company, 1360 Post Oak Blvd., Ste. 100, Privacy Officer, Houston, Texas 77056

File No.: 2224412 Page 1

Effective Date: January 1, 2020

Privacy Notice for California Residents

Pursuant to the California Consumer Privacy Act of 2018 ("CCPA"), Stewart Information Services Corporation and its subsidiary companies (collectively, "Stewart") are providing this **Privacy Notice for California Residents** ("CCPA Notice"). This CCPA Notice supplements the information contained in Stewart's existing privacy notice and applies solely to all visitors, users and others who reside in the State of California or are considered California Residents ("consumers" or "you"). Terms used but not defined shall have the meaning ascribed to them in the CCPA.

Information Stewart Collects

Stewart collects information that identifies, relates to, describes, references, is capable of being associated with, or could reasonably be linked, directly or indirectly, with a particular consumer, household, or device. Most of the information that Stewart collects in the course of its regular business is already protected pursuant to the Gramm-Leach-Bliley Act (GLBA). Additionally, much of this information comes from government records or other information already in the public domain. Personal information under the CCPA does not include:

- · 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), GLBA and California Financial Information Privacy Act (FIPA).

Specifically, Stewart has collected the following categories of 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
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

File No.: 2224412 Pag

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

- Directly and indirectly from customers, their designees or their agents (For example, realtors, lenders, attorneys, 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 Information

Stewart may use or disclose the personal 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.
- 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 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 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 in the course of your transaction (for example, a realtor 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 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:

- Service providers and vendors (For example, search companies, mobile notaries, and companies providing credit/debit card processing, billing, shipping, repair, customer service, auditing, marketing, etc.)
- **Affiliated Companies**
- Litigation parties and attorneys, as required by law.
- Financial rating organizations, rating bureaus and trade associations.
- 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

Consumer Rights and Choices

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

File No.: 2224412

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.

Exercising Access, Data Portability, and Deletion Rights

To exercise the access, data portability, and deletion rights described above, please submit a verifiable consumer request to us either:

- Calling us Toll Free at 1-866-571-9270
- Emailing us at Privacyrequest@stewart.com
- 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.

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.

File No.: 2224412 F

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 rights. Unless permitted by the CCPA, 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

Changes to Our Privacy Notice

Stewart reserves the right to amend this privacy notice at our discretion and at any time. When we make changes to this privacy notice, we will post the updated notice on Stewart's website and update the notice's effective date. Your continued use of Stewart's website following the posting of changes constitutes your acceptance of such changes.

Contact Information

If you have questions or comments about this notice, the ways in which Stewart collects and uses your information described here, 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, Deputy Chief Compliance Officer

1360 Post Oak Blvd., Ste. 100, MC #14-1

Houston, TX 77056

File No.: 2224412 Pag

STG Privacy Notice 2 (Rev 01/26/09) Independent Agencies and Unaffiliated Escrow Agents

WHAT DO/DOES THE Blaine County Title, Inc. DO WITH YOUR PERSONAL INFORMATION?

Federal and applicable state law and regulations give consumers the right to limit some but not all sharing. Federal and applicable state law regulations also require us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand how we use your personal information. This privacy notice is distributed on behalf of Blaine County Title, Inc., and its affiliates (" N/A "), pursuant to Title V of the Gramm-Leach-Bliley Act (GLBA).

The types of personal information we collect and share depend on the product or service that you have sought through us. This information can include social security numbers and driver's license number.

All financial companies, such as Blaine County Title, Inc., need to share customers' personal information to run their everyday business—to process transactions and maintain customer accounts. In the section below, we list the reasons that we can share customers' personal information; the reasons that we choose to share; and whether you can limit this sharing.

Reasons we can share your personal information	Do we share?	Can you limit this sharing?
For our everyday business purposes— to process your transactions and maintain your account. This may include running the business and managing customer accounts, such as processing transactions, mailing, and auditing services, and responding to court orders and legal investigations.	Yes	No
For our marketing purposes— to offer our products and services to you.	Yes	No
For joint marketing with other financial companies	No	We don't share
For our affiliates' everyday business purposes— information about your transactions and experiences. Affiliates are companies related by common ownership or control. They can be financial and non-financial companies.	Yes	No
For our affiliates' everyday business purposes— information about your creditworthiness.	No	We don't share
For our affiliates to market to you	Yes	No
For non-affiliates to market to you. Non-affiliates are companies not related by common ownership or control. They can be financial and non-financial companies.	No	We don't share

We may disclose your personal information to our affiliates or to non-affiliates as permitted by law. If you request a transaction with a non-affiliate, such as a third party insurance company, we will disclose your personal information to that non-affiliate. [We do not control their subsequent use of information, and suggest you refer to their privacy notices.]

Sharing practices	
How often do/does Blaine County Title, Inc. notify me about their practices?	We must notify you about our sharing practices when you request a transaction.
How do/does Blaine County Title, Inc. protect my personal information?	To protect your personal information from unauthorized access and use, we use security measures that comply with federal and state law. These measures include computer, file, and building safeguards.
How do/does Blaine County Title, Inc. collect my personal information?	We collect your personal information, for example, when you request insurance-related services provide such information to us We also collect your personal information from others, such as the real estate agent or lender involved in your transaction, credit reporting agencies, affiliates or other companies.
What sharing can I limit?	Although federal and state law give you the right to limit sharing (e.g., opt out) in certain instances, we do not share your personal information in those instances.

Contact Us If you have any questions about this privacy notic Sun Valley Road, PO Box 3176, Ketchum, ID 833	ce, please contact us at: Blaine County Title, Inc. , 360 340
--	---

277 File No.: 2224412 Page 1

Instrument # 681470

HAILEY, BLAINE, IDAHO
04-13-2021 2:54:17 PM No. of Pages: 3
Recorded for: TITLEONE - TWIN FALLS
JOLYNN DRAGE Fee: \$15.00
Ex-Officio Recorder Deputy: JB
Electronically Recorded by Simplifile



Order Number: 21405269

Warranty Deed

For value received,

Holt & Johnson LLC, an Idaho limited liability company

the grantor, does hereby grant, bargain, sell, and convey unto

160 W. 4th Street LLC, an Idaho limited liability company

whose current address is PO Box 2638 Ketchum, ID 83340

the grantee, the following described premises, in Blaine County, Idaho, to wit:

See Exhibit A, attached hereto and incorporated herein.

To have and to hold the said premises, with their appurtenances unto the said Grantee, its heirs and assigns forever. And the said Grantor does hereby covenant to and with the said Grantee, that Grantor is the owner in fee simple of said premises; that they are free from all encumbrances except those to which this conveyance is expressly made subject and those made, suffered or done by the Grantee; and subject to all existing patent reservations, easements, right(s) of way, protective covenants, zoning ordinances, and applicable building codes, laws and regulations, general taxes and assessments, including irrigation and utility assessments (if any) for the current year, which are not due and payable, and that Grantor will warrant and defend the same from all lawful claims whatsoever. Whenever the context so requires, the singular number includes the plural.

Remainder of page intentionally left blank.

Order Number: 21405269 Warranty Deed - Page 1 of 3

Holt & Johnson Llana Idaha limited liability company By: Charles W. Holt, Manager State of _______, County of _______, ss. On this _____day of April, 2021 before me, the undersigned, a Notary Public in and for said State, personally appeared Charles w. Holt, known or identified to me to be a manager of the limited liability company that executed the within instrument and acknowledged to me that he executed the same for and on behalf of said limited liability company and that such limited liability company executed it. IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written. ALI WARNER

COMMISSION #84720 NOTARY PUBLIC STATE OF IDAHO

Dated: April 10, 2021

EXHIBIT ALEGAL DESCRIPTION OF THE PREMISES

The Easterly 50 feet of Lots 5 and 6, Block 57 of the VILLAGE OF KETCHUM, BLAINE COUNTY, IDAHO, according to the official plat thereof, recorded as Instrument No. 302967, records of Blaine County, Idaho.

Order Number: 21405269 Warranty Deed - Page 3 of 3

Instrument # 681852

HAILEY, BLAINE, IDAHO 04-23-2021 4:41:39 PM 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

The Jack E. Bariteau, Jr. Separate Property Trust U/T/D October 2, 1996, Jack Eli Bariteau, Jr., Trustee, as to an undivided 50% interest and Main Drive Properties, LLC., a Tennessee limited liability company, as to an undivided 50% interest as tenants in common,

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

Waypoint Pearl, LLC, an Idaho limited liability company

the Grantee, whose current address is: PO Box 84, Sun Valley, ID 83353

the following described premises, to-wit:

Lots 1 and 2 of RE-DIVISION OF LOTS 1 & 2, Block 57, ORIGINAL KETCHUM TOWNSITE, according to the official plat thereof, recorded as Instrument No. 191607, records of Blaine County, Idaho.

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; zoning ordinances and applicable building codes, use restrictions, ordinances, laws and regulations of any governmental unit; general taxes and assessments, including irrigation and utility assessments (if any) for the current year, which are not due and payable; and that Grantor will warrant and defend the same from all lawful claims whatsoever. Whenever the context so requires, the singular number includes the plural.

Dated this 6th day of April, 2021.

The Jack E. Bariteau, Jr. Separate Property Trust U/ Main Drive Properties, LLC., a Tennessee limited liability company

T/D October 23/1996

Eli Bariteau, Jr. Jack

Trustee

By: William A. Allison

Manager

Blaine County Title, Inc. File Number: 2123569

Warranty Deed - Trust

Page 1 of 2

State of Idaho County of Blaine

This record was acknowledged before me on 6th day of April, 2021, by Jack Eli Bariteau, Jr., as the Trustee(s) of The Jack E. Bariteau, Jr. Separate Property Trust U/T/D October 2, 1996.

Notally Public Daryl Fauth
My Commission Expires: September 24, 2024

(STAMP)

UARYL FAUTH CONSESSION NO. 22854 USTARY 2001C STATE OF IOAHO

STATE OF IOAHO

MY COMMISSION EXPIRES 09/24/24

Blaine County Title, Inc. File Number: 2123569 Warranty Deed - Trust Page 2 of 2

Chaha	~ €	ıd-	h -
State	UΙ	lua	mu

\$\$.

County of Blaine

This record was acknowledged before me on the 6th day of April, 2021 by William A. Allison, the

(STAMP)

Notary Public: Darly Fauth My Commission Expires: 9/24/24 Residing: Hailey, ID

DARYL FAUTH
COMMISSION NO. 22854
NOTARY PUBLIC
STATE OF IDAHO
MY COMMISSION EXPIRES 09/24/24



ATTACHMENT H:

Application Materials and Supporting Documents – Condominium Prelim Plat



City of Ketchum Planning & Building

O	FFICIA	L USE	ONL	Y
12	2-0	ille	A	
Date F	4/6	120	2	
B/5	WY!	all	-	_
7	182	54		
Appro	ved D	7.		
BW*				

Subdivision Application

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

	Al	PPLICANT INFORMATION	
Name of Proposed Sub	division: First & Fourth Co	ondominiums	
Owner of Record: Way	point Pearl, LLC: Jack E	. Bariteau, Jr., Managing Me	ember
Address of Owner: P.O	. Box 84, Sun Valley, ID	83353	
Representative of Own	er: Benchmark Associate	s, Dave Patrie	
Legal Description: Ame	ended Lots 1 & 2, Block 5	7, Ketchum Townsite	,
Street Address: 391 Fi	rst Avenue North, Ketchu	ım, Idaho	
	SUI	BDIVISION INFORMATION	
Number of Lots/Parcels	: 10 market rate units &	3 spaces for community ho	using condominiumized
Total Land Area: +/- 18	3,163 SF		
Current Zoning District:	CC		
Proposed Zoning Distric	t: CC		
Overlay District: n/a			
		TYPE OF SUBDIVISION	以及其实的基础的
Condominium	Land □	PUD □	Townhouse □
Adjacent land in same of	ownership in acres or squar	e feet: n/a	
Easements to be dedica	ited on the final plat:		
No new easem	ents.		
Briefly describe the imp	rovements to be installed	prior to final plat approval:	
New building, I	neated paver side	walk, curb & gutter,	utility installations.
	AC	DITIONAL INFORMATION	
One (1) copy of Articles One (1) copy of current One (1) copy of the pre	of Incorporation and By-La title report and owner's re	ecorded deed to the subject pro	ns and/or Condominium Declarations 🅢

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

Applicant Signature

Date

480 East Ave. N. * P.O.8ox 2315 * Ketchum, ID 83340 * main (208) 726-7801 * fax (208) 726-7812 facebook com/CityofKetchum * twitter.com/Ketchum_Idaho * www.ketchumidaho.org

A CONDOMINIUM PLAT OF KETCHUM TOWNSITE, BLOCK 57, LOT 1B.

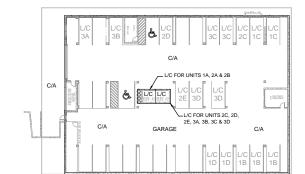
LOCATED WITHIN: SECTION 13, TOWNSHIP 4 NORTH, RANGE 17 EAST, B.M.,

PRELIMINARY PLAT

accordance with Idaho Code Title 50, Chapter 13, Section 50-1326,

by the issuance of a certificate of disapproval

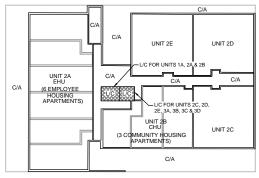
South Central Public Health District, REHS



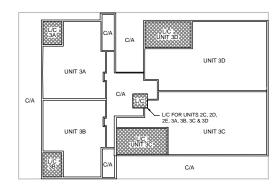
BASEMENT

C/A C/A C/A

FIRST FLOOR



SECOND FLOOR



THIRD FLOOR

KETCHUM FILE NO. P22 - 016A





SURVEYOR'S NARRATIVE

THE PURPOSE OF THIS PLAT IS TO CREATE A CONDOMINIUM SUBDIVISION OF LOT 18, BLOCK 57, KETCHUM TOWNSITE. FOUND MONUMENTS WERE ACCEPTED AS EITHER ORIGINAL, OR REPLACEMENTS OF ORIGINAL CORNERS.

- 2. DOCUMENTS USED IN THE COURSE OF THIS SURVEY:
- ORIGINAL PLAT OF "KETCHUM TOWNSITE", INSTRUMENT NO. 302967. RECORD OF SURVEY OF "KETCHUM TOWNSITE, BLOCK 57, LOTS 1A &
- 2A, INST. NO. 656178.
 PLAT OF "KETCHUM TOWNSITE: BLOCK 57: LOTS 1B & 6A", INSTRUMENT NO.
- INSTRUMENT NO.

 d. ALTA COMMITMENT FOR TITLE INSURANCE (07-01-2021), COMMITMENT NO. 2224412.

NOTES:

1. THIS PLAT IS SUBJECT TO THE "CONDOMINIUM DECLARATION FOR FIRST & FOURTH CONDOMINIUMS*, RECORDED AS INSTRUMENT NO. _
RECORDS OF BLAINE COUNTY, IDAHO.

2. CONSULT THE CONDOMINIUM DECLARATION FOR THE DEFINITION OF COMMON AREA & LIMITED COMMON AREA.

3. THIS PLAT IS SUBJECT TO "DEVELOPMENT AGREEMENT #20427" AND "FIRST AMENDMENT TO DEVELOPMENT AGREEMENT #20427", RECORDED AS INSTRUMENT NOS. 665841 AND 679218, RECORDS OF BLAINE COUNTY, IDAHO.

- 4. THIS PLAT IS SUBJECT TO "RIGHT-OF-WAY ENCROACHMENT AGREEMENT 20548", RECORDED AS INSTRUMENT NO. 675091 AND "RIGHT-OF-WAY ENCROACHMENT AGREEMENT 20536", RECORDED AS INST. NO. 675171, RECORDS OF BLAINE COUNTY, IDAHO.
- 5. THE COMMUNITY HOUSING COVENANTS RUNNING WITH THE LAND WERE RECORDED AS INST. NOS. THE EMPLOYEE HOUSING COVENANTS RUNNING WITH THE LAND WERE RECORDED AS INST. NOS.



6. EASEMENT A: AN EXISTING 30' WIDE BY 110' PUBLIC UTILITY, EMERGENCY ACCESS AND PUBLIC PEDESTRIAN ACCESS EASEMENT PER PLAT OF 'KETCHUM TOWNSITE: BLOCK 57: LOTS 18 & 6A', INST. NO. ___ SAID EASEMENT INCLUDES MUTUAL RECIPROCAL INGRESS & EGRESS TO BENEFIT THE OWNERS AND TENANTS OF FORMER LOT 1B AND LOT 6A.

7. IN INTERPRETING THE DECLARATION, PLAT OR PLATS, AND DEEDS THE EXISTING BOUNDARIES OF A UNIT AS ORIGINALLY CONSTRUCTED OR RECONSTRUCTED IN LIEU THEREOF SHALL BE CONCLUSIVELY PRESUMED TO BE ITS BOUNDARIES RATHER THAN THE METES AND BOUNDS SHOWN ON THIS

8. HORIZONTAL OR SLOPING PLANES SHOWN HEREON ARE TOP OF FINISHED SUBFLOOR AND BOTTOM OF FINISHED CEILING: VERTICAL PLANES ARE FINISHED SURFACES OF INTERIOR WALLS. SOME STRUCTURAL MEMBERS EXTEND INTO UNITS.

9. DIMENSIONS SHOWN HEREON WILL BE SUBJECT TO SLIGHT VARIATIONS OWING TO NORMAL CONSTRUCTION TOLERANCES.

10. THE CURRENT ZONING DISTRICT FOR THE WITHIN PLAT IS CC- COMMUNITY CORE, SUBDISTRICT 2.

11. TOPOGRAPHY, AS SHOWN, EXISTED PRIOR TO CONSTRUCTION. CONTOUR INTERVAL: 1'-CONTOURS IN AREAS OF DENSE VEGETATION MAY DEVIATE FROM TRUE ELEVATION BY ONE HALF THE HEIGHT OF THE VEGETATION. DATE OF LIDAR FLIGHT FOR CONTOURS: 2016.

12. UTILITY LOCATIONS ARE PER SURFACE EVIDENCE & UTILITY LOCATE SERVICE, ARE APPROXIMATE.



OWNER OF RECORD

WAYPOINT PEARL, LLC, AN IDAHO LIMITED LIABILITY COMPANY P.O. BOX 84, SUN VALLEY, IDAHO 83353 ATTN: JACK E. BARITEAU, JR., ITS MANAGING MEMBER



FIRST & FOURTH **CONDOMINIUMS**

LOCATED WITHIN SECTION 13, TOWNSHIP 4 NORTH, RANGE 17 EAST, B.M., CITY OF KETCHUM, BLAINE COUNTY, IDA

PREPARED FOR: WAYPOINT PEARL, LLC

PROJECT NO. 21077 DWG BY: DWS/CPL
PRELIMINARY PLAT DATE: 05-3-2022

286

ADJOINING PROPERTY LINE CENTERLINE EASEMENT LINE (AS NOTED) -PROJECT LOCATION BLAINE COUNTY GIS TIES CITY OF KETCHUM, BLAINE COUNTY, IDAHO EXTERIOR BUILDING FOOTPRIN HEATED PAVERS/SNOWMELT MAY 2022 OVERHEAD POWER LINE SEWER LINE WATER LINE KETCHUM SPRING WATER GAS LINE POWER LINE TELEPHONE LINE FIBER OPTIC LINE

VICINITY MAP NOT TO SCALE

LEGEND

PROPERTY LINE

CABLE TV LINE

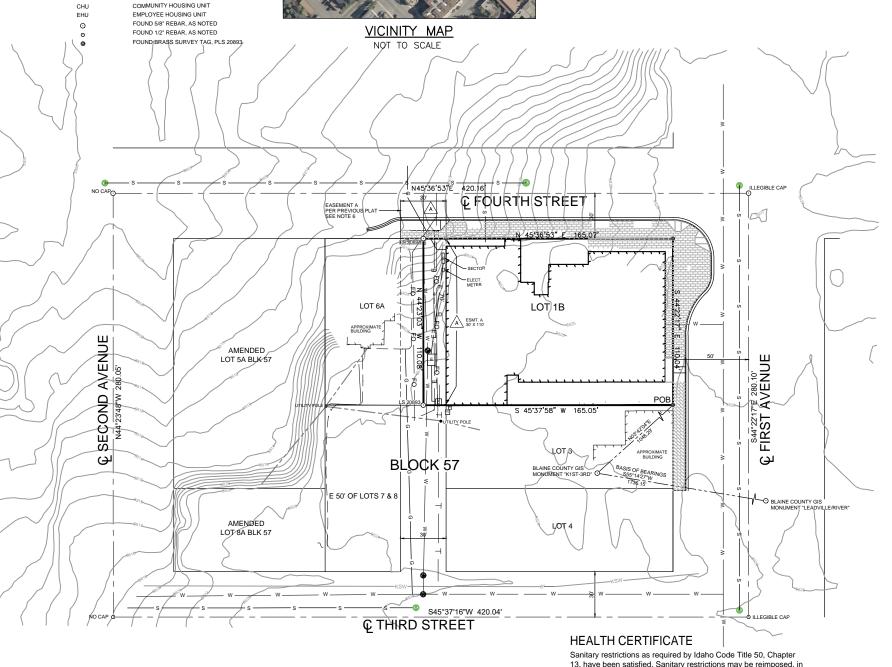
TELEPHONE RISER

WATER VALVE LIMITED COMMON AREA COMMON AREA

PREPARED BY: BENCHMARK ASSOCIATES, P.A.
P.O. BOX 733 - 100 BELL DRIVE, KETCHUM, IDAHO, 83340
PHONE (208)726-9512 FAX (208)726-9514 EMAIL:mail@bma5b.com

WEB: http://benchmark-associates.com/

1' CONTOUR - PRE CONSTRUCTION SEWER MANHOLE CABLE TV RISER



Instrument # 681852

HAILEY, BLAINE, IDAHO 04-23-2021 4:41:39 PM 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

The Jack E. Bariteau, Jr. Separate Property Trust U/T/D October 2, 1996, Jack Eli Bariteau, Jr., Trustee. as to an undivided 50% interest and Main Drive Properties, LLC., a Tennessee limited liability company, as to an undivided 50% interest as tenants in common,

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

Waypoint Pearl, LLC, an Idaho limited liability company

the Grantee, whose current address is: PO Box 84, Sun Valley, ID 83353

the following described premises, to-wit:

Lots 1 and 2 of RE-DIVISION OF LOTS 1 & 2, Block 57, ORIGINAL KETCHUM TOWNSITE, according to the official plat thereof, recorded as Instrument No. 191607, records of Blaine County, Idaho.

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; zoning ordinances and applicable building codes, use restrictions, ordinances, laws and regulations of any governmental unit; general taxes and assessments, including irrigation and utility assessments (if any) for the current year, which are not due and payable; and that Grantor will warrant and defend the same from all lawful claims whatsoever. Whenever the context so requires, the singular number includes the plural.

Dated this 6th day of April, 2021.

The Jack E. Bariteau, Jr. Separate Property Trust U/ Main Drive Properties, LLC., a Tennessee limited liability company

T/D October 23/1996

Eli Bariteau, Jr. Jack

Trustee

By: William A. Allison

Manager

Blaine County Title, Inc. File Number: 2123569 Warranty Deed - Trust

Page 1 of 2

State of Idaho County of Blaine

This record was acknowledged before me on 6th day of April, 2021, by Jack Eli Bariteau, Jr., as the Trustee(s) of The Jack E. Bariteau, Jr. Separate Property Trust U/T/D October 2, 1996.

Notally Public Daryl Fauth
My Commission Expires: September 24, 2024

(STAMP)

UARYL FAUTH CONSESSION NO. 22854 USTARY 2001C STALL OF IGAHO
BY COMMISSION EXPIRES 09/24/24

Blaine County Title, Inc. File Number: 2123569

Warranty Deed - Trust Page 2 of 2

288

Chaha	~ €	ıd-	h -
State	UΙ	lua	no

\$\$.

County of Blaine

This record was acknowledged before me on the 6th day of April, 2021 by William A. Allison, the

(STAMP)

Notary Public: Darly Fauth My Commission Expires: 9/24/24 Residing: Hailey, ID

DARYL FAUTH
COMMISSION NO. 22854
NOTARY PUBLIC
STATE OF IDAHO
MY COMMISSION EXPIRES 09/24/24



ALTA COMMITMENT FOR TITLE INSURANCE (07-01-2021)

ISSUED BY STEWART TITLE GUARANTY COMPANY

NOTICE

IMPORTANT - READ CAREFULLY: THIS COMMITMENT IS AN OFFER TO ISSUE ONE OR MORE TITLE INSURANCE POLICIES. ALL CLAIMS OR REMEDIES SOUGHT AGAINST THE COMPANY INVOLVING THE CONTENT OF THIS COMMITMENT OR THE POLICY MUST BE BASED SOLELY IN CONTRACT.

THIS COMMITMENT IS NOT AN ABSTRACT OF TITLE, REPORT OF THE CONDITION OF TITLE, LEGAL OPINION, OPINION OF TITLE, OR OTHER REPRESENTATION OF THE STATUS OF TITLE. THE PROCEDURES USED BY THE COMPANY TO DETERMINE INSURABILITY OF THE TITLE, INCLUDING ANY SEARCH AND EXAMINATION, ARE PROPRIETARY TO THE COMPANY, WERE PERFORMED SOLELY FOR THE BENEFIT OF THE COMPANY, AND CREATE NO EXTRACONTRACTUAL LIABILITY TO ANY PERSON, INCLUDING A PROPOSED INSURED.

THE COMPANY'S OBLIGATION UNDER THIS COMMITMENT IS TO ISSUE A POLICY TO A PROPOSED INSURED IDENTIFIED IN SCHEDULE A IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THIS COMMITMENT. THE COMPANY HAS NO LIABILITY OR OBLIGATION INVOLVING THE CONTENT OF THIS COMMITMENT TO ANY OTHER PERSON.

COMMITMENT TO ISSUE POLICY

Subject to the Notice; Schedule B, Part I - Requirements; Schedule B, Part II - Exceptions; and the Commitment Conditions, STEWART TITLE GUARANTY COMPANY, a Texas corporation (the "Company"), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Amount of Insurance and the name of the Proposed Insured.

If all of the Schedule B, Part I - Requirements have not been met within six months after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

Countersigned by:

Blaine County Title, Inc. 360 Sun Valley Road P.O. Box 3176

Ketchum, ID 83340 (208) 726-0700

TEXAS

Frederick H. Eppinger President and CEO

> David Hisey Secretary

This page is only a part of a 2021 ALTA® Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I - Requirements; and Schedule B, Part II - Exceptions; and a countersignature by the Company or its issuing agent that may be in electronic form.

AMERICAN

AND TITLE

ASSOCIATION

COMMITMENT CONDITIONS

1. DEFINITIONS

- a. "Discriminatory Covenant": Any covenant, condition, restriction, or limitation that is unenforceable under applicable law because it illegally discriminates against a class of individuals based on personal characteristics such as race, color, religion, sex, sexual orientation, gender identity, familial status, disability, national origin, or other legally protected class.
- b. "Knowledge" or "Known": Actual knowledge or actual notice, but not constructive notice imparted by the Public Records.
- c. "Land": The land described in Item 5 of Schedule A and improvements located on that land that by State law constitute real property. The term "Land" does not include any property beyond that described in Schedule A, nor any right, title, interest, estate, or easement in any abutting street, road, avenue, alley, lane, right-of-way, body of water, or waterway, but does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
- d. "Mortgage": A mortgage, deed of trust, trust deed, security deed, or other real property security instrument, including one evidenced by electronic means authorized by law.
- e. "Policy": Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.
- f. "Proposed Amount of Insurance": Each dollar amount specified in Schedule A as the Proposed Amount of Insurance of each Policy to be issued pursuant to this Commitment.
- g. "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
- h. "Public Records": The recording or filing system established under State statutes in effect at the Commitment Date under which a document must be recorded or filed to impart constructive notice of matters relating to the Title to a purchaser for value without Knowledge. The term "Public Records" does not include any other recording or filing system, including any pertaining to environmental remediation or protection, planning, permitting, zoning, licensing, building, health, public safety, or national security matters.
- i. "State": The state or commonwealth of the United States within whose exterior boundaries the Land is located. The term "State" also includes the District of Columbia, the Commonwealth of Puerto Rico, the U.S. Virgin Islands, and Guam.
- i. "Title": The estate or interest in the Land identified in Item 3 of Schedule A.
- 2. If all of the Schedule B, Part I Requirements have not been met within the time period specified in the Commitment to Issue Policy, this Commitment terminates and the Company's liability and obligation end.
- 3. The Company's liability and obligation is limited by and this Commitment is not valid without:
 - a. the Notice;
 - b. the Commitment to Issue Policy;
 - c. the Commitment Conditions;
 - d. Schedule A;
 - e. Schedule B, Part I Requirements;
 - f. Schedule B, Part II Exceptions; and
 - a countersignature by the Company or its issuing agent that may be in electronic form.

4. COMPANY'S RIGHT TO AMEND

The Company may amend this Commitment at any time. If the Company amends this Commitment to add a defect, lien, encumbrance, adverse claim, or other matter recorded in the Public Records prior to the Commitment Date, any liability of the Company is limited by Commitment Condition 5. The Company is not liable for any other amendment to this Commitment.

This page is only a part of a 2021 ALTA® Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I - Requirements; and Schedule B, Part II - Exceptions; and a countersignature by the Company or its issuing agent that may be in electronic form.

Copyright 2021 American Land Title Association. All rights reserved.

The use of this Form (or derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.

File No. 2224412

ALTA Commitment For Title Insurance (7-01-2021)
Page 2 of 4



AMERICAN

AND TITLE

5. LIMITATIONS OF LIABILITY

- a. The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
 - (i) comply with the Schedule B, Part I Requirements;
 - (ii) eliminate, with the Company's written consent, any Schedule B, Part II Exceptions; or
 - (iii) acquire the Title or create the Mortgage covered by this Commitment.
- b. The Company is not liable under Commitment Condition 5.a. if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.
- c. The Company is only liable under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.
- d. The Company's liability does not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Condition 5.a. or the Proposed Amount of Insurance.
- e. The Company is not liable for the content of the Transaction Identification Data, if any.
- f. The Company is not obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I—Requirements have been met to the satisfaction of the Company.
- g. The Company's liability is further limited by the terms and provisions of the Policy to be issued to the Proposed Insured.

6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT; CHOICE OF LAW AND CHOICE OF FORUM

- a. Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.
- b. Any claim must be based in contract under the State law of the State where the Land is located and is restricted to the terms and provisions of this Commitment. Any litigation or other proceeding brought by the Proposed Insured against the Company must be filed only in a State or federal court having jurisdiction.
- c. This Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.
- d. The deletion or modification of any Schedule B, Part II—Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.
- e. Any amendment or endorsement to this Commitment must be in writing and authenticated by a person authorized by the Company.
- f. When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.

7. IF THIS COMMITMENT IS ISSUED BY AN ISSUING AGENT

The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company's agent for closing, settlement, escrow, or any other purpose.

8. PRO-FORMA POLICY

The Company may provide, at the request of a Proposed Insured, a pro-forma policy illustrating the coverage that the Company may provide. A pro-forma policy neither reflects the status of Title at the time that the pro-forma policy is delivered to a Proposed Insured, nor is it a commitment to insure.

9. CLAIMS PROCEDURES

This Commitment incorporates by reference all Conditions for making a claim in the Policy to be issued to the Proposed Insured. Commitment Condition 9 does not modify the limitations of liability in Commitment Conditions 5 and 6.

This page is only a part of a 2021 ALTA® Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I - Requirements; and Schedule B, Part II - Exceptions; and a countersignature by the Company or its issuing agent that may be in electronic form.

Copyright 2021 American Land Title Association. All rights reserved.

The use of this Form (or derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.

File No. 2224412

ALTA Commitment For Title Insurance (7-01-2021)

Page 3 of 4



10. CLASS ACTION

ALL CLAIMS AND DISPUTES ARISING OUT OF OR RELATING TO THIS COMMITMENT, INCLUDING ANY SERVICE OR OTHER MATTER IN CONNECTION WITH ISSUING THIS COMMITMENT, ANY BREACH OF A COMMITMENT PROVISION, OR ANY OTHER CLAIM OR DISPUTE ARISING OUT OF OR RELATING TO THE TRANSACTION GIVING RISE TO THIS COMMITMENT, MUST BE BROUGHT IN AN INDIVIDUAL CAPACITY. NO PARTY MAY SERVE AS PLAINTIFF, CLASS MEMBER, OR PARTICIPANT IN ANY CLASS OR REPRESENTATIVE PROCEEDING. ANY POLICY ISSUED PURSUANT TO THIS COMMITMENT WILL CONTAIN A CLASS ACTION CONDITION.

11. ARBITRATION

The Policy contains an arbitration clause. All arbitrable matters when the Proposed Amount of Insurance is \$2,000,000 or less may be arbitrated at the election of either the Company or the Proposed Insured as the exclusive remedy of the parties. A Proposed Insured may review a copy of the arbitration rules at http://www.alta.org/arbitration.

STEWART TITLE GUARANTY COMPANY

All notices required to be given the Company and any statement in writing required to be furnished the Company shall be addressed to it at Stewart Title Guaranty Company, P.O. Box 2029, Houston, Texas 77252-2029.

This page is only a part of a 2021 ALTA® Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I - Requirements; and Schedule B, Part II - Exceptions; and a countersignature by the Company or its issuing agent that may be in electronic form.

Copyright 2021 American Land Title Association. All rights reserved.

The use of this Form (or derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.

File No. 2224412

ALTA Commitment For Title Insurance (7-01-2021)

Page 4 of 4





ALTA COMMITMENT FOR TITLE INSURANCE (07-01-2021) **SCHEDULE A**

ISSUED BY STEWART TITLE GUARANTY COMPANY

Transaction Identification Data, for which the Company assumes no liability as set forth in Commitment Condition 5.e.:

Issuing Agent: Blaine County Title, Inc.

Issuing Office: 360 Sun Valley Road, P.O. Box 3176, Ketchum, ID 83340

Issuing Office's ALTA® Registry ID:

Loan ID Number:

Commitment Number: 2224412 **Issuing Office File Number:** 2224412

Property Address: 391 N 1st Ave., Ketchum, ID 83340 120 W 4th St., Ketchum, ID 83340

Revision Number:

1. Commitment Date: February 16, 2022 at 8:00 A.M.

2. Policy to be issued: (a) 2021 ALTA® Owner's Policy

Proposed Insured:

(b) 2021 ALTA® Loan Policy

Proposed Insured:

3. The estate or interest in the Land at the Commitment Date is:

Fee Simple

4. The Title is, at the Commitment Date, vested in:

Waypoint Pearl, LLC, an Idaho limited liability company

5. The Land is described as follows:

Lots 1 and 2 of RE-DIVISION OF LOTS 1 & 2, Block 57, ORIGINAL KETCHUM TOWNSITE, according to the official plat thereof, recorded as Instrument No. 191607, records of Blaine County, Idaho.

STEWART TITLE GUARANTY COMPANY

STATEMENT OF CHARGES

These charges are due and payable before a policy can be issued

This page is only a part of a 2021 ALTA® Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I - Requirements; and Schedule B, Part II - Exceptions; and a countersignature by the Company or its issuing agent that may be in electronic form.

Copyright 2021 American Land Title Association. All rights reserved.

The use of this Form (or derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.



Proposed Amount of Insurance



ALTA COMMITMENT FOR TITLE INSURANCE (07-01-2021) SCHEDULE B PART I

ISSUED BY STEWART TITLE GUARANTY COMPANY

Requirements

File No.: 2224412

All of the following Requirements must be met:

- 1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
- 2. Pay the agreed amount for the estate or interest to be insured.
- 3. Pay the premiums, fees, and charges for the Policy to the Company.
- 4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.
- 5. Delivery to the Company of the Affidavit as to Debts and Liens. Upon acceptance and review of said Affidavit, title will be subject to such further matters as appear necessary and appropriate following such review.
- 6. Pursuant to the State of Idaho Insurance Regulations, a cancellation fee is to be charged on all cancelled orders. Unless otherwise advised, orders will be considered cancelled six months after the effective date on the Commitment. The amount of the fee assessed shall be in accordance with our rate filing with the Idaho Department of Insurance.

If you should decide to change lenders within six months, this commitment can be transferred to avoid a cancellation charge.

This page is only a part of a 2021 ALTA® Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I - Requirements; and Schedule B, Part II - Exceptions; and a countersignature by the Company or its issuing agent that may be in electronic form.



ALTA COMMITMENT FOR TITLE INSURANCE (07-01-2021) SCHEDULE B PART II

ISSUED BY STEWART TITLE GUARANTY COMPANY

Exceptions

File No.: 2224412

Some historical land records contain Discriminatory Covenants that are illegal and unenforceable by law. This Commitment and the Policy treat any Discriminatory Covenant in a document referenced in Schedule B as if each Discriminatory Covenant is redacted, repudiated, removed, and not republished or recirculated. Only the remaining provisions of the document will be excepted from coverage.

The Policy will not insure against loss or damage resulting from the terms and conditions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

- 1. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I Requirements are met.
- Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies
 taxes or assessments on real property or by the Public Records. Proceedings by a public agency which may result
 in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or
 by Public Record.
- 3. 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.
- 4. Easements, liens, or encumbrances, or claims thereof, which are not shown by the Public Records.
- 5. 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.
- 6. (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.
- 7. 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.
- 8. 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).
- 9. 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. The Company makes no representation as to the present ownership of any such interests. There may be leases, grants, exceptions or reservations of interests that are not listed.

This page is only a part of a 2021 ALTA® Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I - Requirements; and Schedule B, Part II - Exceptions; and a countersignature by the Company or its issuing agent that may be in electronic form.

Copyright 2021 American Land Title Association. All rights reserved.

The use of this Form (or derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association. File No. 2224412



ALTA COMMITMENT FOR TITLE INSURANCE (07-01-2021) SCHEDULE B PART II

ISSUED BY STEWART TITLE GUARANTY COMPANY

Exceptions

- 10. General taxes for the year 2021, a lien in the amount of \$5,363.42, of which the first half due December 20, 2021 are PAID and the second half are due on or before June 20, 2022. (Parcel No. RPK0000057001B)
- 11. General taxes for the year 2021, a lien in the amount of \$5,363.42, of which the first half due December 20, 2021 are PAID and the second half are due on or before June 20, 2022. (Parcel No. RPK0000057002A)
- 12. General taxes for the year 2022 and subsequent years, which are a lien not yet payable.
- 13. Water and sewer charges of the City of Ketchum, which are current as of the date of the policy.
- 14. Ketchum rubbish charges billed by Clear Creek Disposal, which are current as of the date of the policy.
- 15. Notes, Easements and Restrictions as shown on the Re-Division of Lots 1 & 2, Block 57, Original Ketchum Townsite, recorded February 27, 1979 as Instrument No. 191607, records of Blaine County, Idaho.
- 16. Facts evidenced by that certain Survey, dated September 2018 by Benchmark Associates, recorded October 30, 2018, as Instrument No. 656178, records of Blaine County, Idaho.
- 17. Development Agreement #20427, including the terms and provisions thereof, Dated December 16, 2019 by and between the City of Ketchum, Idaho, a municipal corporation and Jack E. Bariteau, Jr., as Trustee of the Jack E. Bariteau, Jr. Separate Property Trust, under agreement dated October 2, 1996 and Main Drive Properties, LLC, a Tennessee limited liability company, recorded December 20, 2019 as Instrument No. 665841, records of Blaine County, Idaho.
 - First Amendment to Development Agreement #20427, including the terms and provisions thereof, recorded February 11, 2021, as Instrument No. 679218, records of Blaine County, Idaho.
- 18. Right-of-Way Encroachment Agreement 20548, including the terms and provisions thereof, by and between City of Ketchum, Idaho, a municipal corporation and Jack E. Bariteau Jr., as Trustee of The Jack E. Bariteau Jr., Separate Property Trust, dated October 2, 1996 and Main Drive Properties, LLC, a Tennessee limited liability company recorded October 29, 2020 as Instrument No. 675091, records of Blaine County, Idaho.
- 19. Right-of-Way Encroachment Agreement 20536, including the terms and provisions thereof, dated October 19, 2020, by and between City of Ketchum, Idaho, a municipal corporation and Idaho Power Company, recorded October 30, 2020 as Instrument No. 675171, records of Blaine County, Idaho.
- 20. Deed of Trust, Security Agreement and Fixture Filing with Assignment of Leases and Rents to secure an indebtedness in the amount shown below, and any other obligations secured thereby:

Amount: \$17,500,000.00 Dated: 04/23/2021

Grantor: Waypoint Pearl, LLC, an Idaho limited liability company

Trustee: Blaine County Title, Inc.

Beneficiary: Dudley Family Investments, LLC, a Delaware limited liability company Recorded: 04/23/2021, as Instrument No. 681853, records of Blaine County, Idaho

This page is only a part of a 2021 ALTA® Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I - Requirements; and Schedule B, Part II - Exceptions; and a countersignature by the Company or its issuing agent that may be in electronic form.



The use of this Form (or derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.



ALTA COMMITMENT FOR TITLE INSURANCE (07-01-2021) SCHEDULE B PART II

ISSUED BY STEWART TITLE GUARANTY COMPANY

Exceptions

- 21. Assignment of Leases and Rents, by and between Waypoint Pearl, LLC, an Idaho limited liability company and Dudley Family Investments, LLC, a Delaware limited liability company, recorded 04/23/2021 as Instrument No. 681854, records of Blaine County, Idaho.
- 22. Financing Statement executed by Waypoint Pearl, LLC to Dudley Family Investments, LLC recorded 04/23/2021 as Instrument No. 681855, records of Blaine County, Idaho.
- 23. Subordination Agreement, executed by Conrad Brothers of Idaho, Inc., in favor of Dudley Family Investments, LLC, recorded 04/23/2021 as Instrument No. 681856, records of Blaine County, Idaho.
- 24. Financing Statement executed by Waypoint Pearl, LLC to Dudley Family Investments, LLC Filed 04/26/2001 as File No. 20210632205 records of the Idaho Secretary of State UCC Division.
- 25. Subordination Agreement, executed by Conrad Brothers of Idaho, Inc., in favor of Dudley Family Investments, LLC, recorded 04/29/2021 as Instrument No. 682017, records of Blaine County, Idaho.
- 26. Notices of liens if any, in favor of the State Tax Commission, the Department of Labor and Department of Health and Welfare of the State of Idaho filed in the office of the Secretary of State pursuant to Chapter 19, Title 45, Idaho Code. (The Idaho State Tax Commission electronically files liens with the office of the Secretary of State and not with the Blaine County Recorder. Until final review at closing, title may be subject to such further matters as appear necessary and appropriate following such review.)

Item 1 will be removed upon final review at closing, title may be subject to such further matters as appear necessary and appropriate following such review.

Items 2-5 and 7-9 may be removed upon issuance of any ALTA Extended Coverage Policy.

Copies of all recorded documents outlined in this section are available upon request.

This page is only a part of a 2021 ALTA® Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I - Requirements; and Schedule B, Part II - Exceptions; and a countersignature by the Company or its issuing agent that may be in electronic form.



STG Privacy Notice Stewart Title Companies

WHAT DO THE STEWART TITLE COMPANIES DO WITH YOUR PERSONAL INFORMATION?

Federal and applicable state law and regulations give consumers the right to limit some but not all sharing. Federal and applicable state law regulations also require us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand how we use your personal information. This privacy notice is distributed on behalf of the Stewart Title Guaranty Company and its title affiliates (the Stewart Title Companies), pursuant to Title V of the Gramm-Leach-Billey Act (GLBA).

The types of personal information we collect and share depend on the product or service that you have sought through us. This information can include social security numbers and driver's license number.

All financial companies, such as the Stewart Title Companies, need to share customers' personal information to run their everyday business—to process transactions and maintain customer accounts. In the section below, we list the reasons that we can share customers' personal information; the reasons that we choose to share; and whether you can limit this sharing.

Reasons we can share your personal information.	Do we share	Can you limit this sharing?
For our everyday business purposes— to process your transactions and maintain your account. This may include running the business and managing customer accounts, such as processing transactions, mailing, and auditing services, and responding to court orders and legal investigations.	Yes	No
For our marketing purposes— to offer our products and services to you.	Yes	No
For joint marketing with other financial companies	No	We don't share
For our affiliates' everyday business purposes— information about your transactions and experiences. Affiliates are companies related by common ownership or control. They can be financial and non-financial companies. Our affiliates may include companies with a Stewart name; financial companies, such as Stewart Title Company	Yes	No
For our affiliates' everyday business purposes— information about your creditworthiness.	No	We don't share
For our affiliates to market to you — For your convenience, Stewart has developed a means for you to opt out from its affiliates marketing even though such mechanism is not legally required.	Yes	Yes, send your first and last name, the email address used in your transaction, your Stewart file number and the Stewart office location that is handling your transaction by email to optout@stewart.com or fax to 1-800-335-9591.
For non-affiliates to market to you. Non-affiliates are companies not related by common ownership or control. They can be financial and non-financial companies.	No	We don't share

We may disclose your personal information to our affiliates or to non-affiliates as permitted by law. If you request a transaction with a non-affiliate, such as a third party insurance company, we will disclose your personal information to that non-affiliate. [We do not control their subsequent use of information, and suggest you refer to their privacy notices.]

SHARING PRACTICES

How often do the Stewart Title Companies notify me about their practices?	We must notify you about our sharing practices when you request a transaction.	
How do the Stewart Title Companies protect my personal information?	To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer, file, and building safeguards.	
How do the Stewart Title Companies collect my personal information?	We collect your personal information, for example, when you request insurance-related services provide such information to us We also collect your personal information from others, such as the reestate agent or lender involved in your transaction, credit reporting agencie affiliates or other companies.	
What sharing can I limit?	Although federal and state law give you the right to limit sharing (e.g., opt out) in certain instances, we do not share your personal information in those instances.	

Contact us: If you have any questions about this privacy notice, please contact us at: Stewart Title Guaranty Company, 1360 Post Oak Blvd., Ste. 100, Privacy Officer, Houston, Texas 77056

File No.: 2224412 Page 1

Effective Date: January 1, 2020

Privacy Notice for California Residents

Pursuant to the California Consumer Privacy Act of 2018 ("CCPA"), Stewart Information Services Corporation and its subsidiary companies (collectively, "Stewart") are providing this **Privacy Notice for California Residents** ("CCPA Notice"). This CCPA Notice supplements the information contained in Stewart's existing privacy notice and applies solely to all visitors, users and others who reside in the State of California or are considered California Residents ("consumers" or "you"). Terms used but not defined shall have the meaning ascribed to them in the CCPA.

Information Stewart Collects

Stewart collects information that identifies, relates to, describes, references, is capable of being associated with, or could reasonably be linked, directly or indirectly, with a particular consumer, household, or device. Most of the information that Stewart collects in the course of its regular business is already protected pursuant to the Gramm-Leach-Bliley Act (GLBA). Additionally, much of this information comes from government records or other information already in the public domain. Personal information under the CCPA does not include:

- · 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), GLBA and California Financial Information Privacy Act (FIPA).

Specifically, Stewart has collected the following categories of 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
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

File No.: 2224412 Page

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

- Directly and indirectly from customers, their designees or their agents (For example, realtors, lenders, attorneys, 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 Information

Stewart may use or disclose the personal 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.
- 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 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 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 in the course of your transaction (for example, a realtor 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 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:

- Service providers and vendors (For example, search companies, mobile notaries, and companies providing credit/debit card processing, billing, shipping, repair, customer service, auditing, marketing, etc.)
- Affiliated Companies
- Litigation parties and attorneys, as required by law.
- Financial rating organizations, rating bureaus and trade associations.
- · 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

Consumer Rights and Choices

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

File No.: 2224412 Page :

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.

Exercising Access, Data Portability, and Deletion Rights

To exercise the access, data portability, and deletion rights described above, please submit a verifiable consumer request to us either:

- Calling us Toll Free at 1-866-571-9270
- Emailing us at <u>Privacyrequest@stewart.com</u>
- 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.

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.

File No.: 2224412 P

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 rights. Unless permitted by the CCPA, 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.

Changes to Our Privacy Notice

Stewart reserves the right to amend this privacy notice at our discretion and at any time. When we make changes to this privacy notice, we will post the updated notice on Stewart's website and update the notice's effective date. Your continued use of Stewart's website following the posting of changes constitutes your acceptance of such changes.

Contact Information

If you have questions or comments about this notice, the ways in which Stewart collects and uses your information described here, 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, Deputy Chief Compliance Officer

1360 Post Oak Blvd., Ste. 100, MC #14-1

Houston, TX 77056

File No.: 2224412 Page

STG Privacy Notice 2 (Rev 01/26/09) Independent Agencies and Unaffiliated Escrow Agents

WHAT DO/DOES THE Blaine County Title, Inc. DO WITH YOUR PERSONAL INFORMATION?

Federal and applicable state law and regulations give consumers the right to limit some but not all sharing. Federal and applicable state law regulations also require us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand how we use your personal information. This privacy notice is distributed on behalf of Blaine County Title, Inc., and its affiliates (" N/A "), pursuant to Title V of the Gramm-Leach-Bliley Act (GLBA).

The types of personal information we collect and share depend on the product or service that you have sought through us. This information can include social security numbers and driver's license number.

All financial companies, such as Blaine County Title, Inc., need to share customers' personal information to run their everyday business—to process transactions and maintain customer accounts. In the section below, we list the reasons that we can share customers' personal information; the reasons that we choose to share; and whether you can limit this sharing.

Reasons we can share your personal information	Do we share?	Can you limit this sharing?
For our everyday business purposes— to process your transactions and maintain your account. This may include running the business and managing customer accounts, such as processing transactions, mailing, and auditing services, and responding to court orders and legal investigations.	Yes	No
For our marketing purposes— to offer our products and services to you.	Yes	No
For joint marketing with other financial companies	No	We don't share
For our affiliates' everyday business purposes— information about your transactions and experiences. Affiliates are companies related by common ownership or control. They can be financial and non-financial companies.	Yes	No
For our affiliates' everyday business purposes— information about your creditworthiness.	No	We don't share
For our affiliates to market to you	Yes	No
For non-affiliates to market to you. Non-affiliates are companies not related by common ownership or control. They can be financial and non-financial companies.	No	We don't share

We may disclose your personal information to our affiliates or to non-affiliates as permitted by law. If you request a transaction with a non-affiliate, such as a third party insurance company, we will disclose your personal information to that non-affiliate. [We do not control their subsequent use of information, and suggest you refer to their privacy notices.]

Sharing practices			
How often do/does Blaine County Title, Inc. notify me about their practices?	We must notify you about our sharing practices when you request a transaction.		
How do/does Blaine County Title, Inc. protect my personal information?	To protect your personal information from unauthorized access and use, we use security measures that comply with federal and state law. These measures include computer, file, and building safeguards.		
How do/does Blaine County Title, Inc. collect my personal information?	We collect your personal information, for example, when you • request insurance-related services • provide such information to us We also collect your personal information from others, such as the real estate agent or lender involved in your transaction, credit reporting agencies, affiliates or other companies.		
What sharing can I limit?	Although federal and state law give you the right to limit sharing (e.g., opt out) in certain instances, we do not share your personal information in those instances.		

Contact Us	If you have any questions about this privacy notice, please contact us at: Blaine County Title, Inc., 360 Sun Valley Road, PO Box 3176, Ketchum, ID 83340
------------	---

File No.: 2224412 Page 1

305 Page 1 01 2





Office of the secretary of state, Lawerence Denney ARTICLES OF INCORPORATION (NONPROFIT)

Idaho Secretary of State PO Box 83720 Boise, ID 83720-0080 (208) 334-2301 Filing Fee: \$30.00 For Office Use Only

-FILED-

File #: 0004652962

Date Filed: 3/10/2022 12:54:45 PM

Se	es of Incorporation (Nonprofit) lect one: Standard, Expedited or Same Day Se scriptions below)	ervice (see	see Standard (filing fee \$30)	
	e 1: Corporation Name tity name			st & Fourth Condominium Owners' Association, Inc.
	e 2: Effective Date e corporation shall be effective		when filed with the Secretary of State.	
Articl Th	e 3: Purpose te purpose for which the corporation is organize	ed is:	d is: Homeowners Association	
	e 4: Voting Members: ne corporation		ha	s voting members.
Article 5: Asset Distribution on Dissolution Upon dissolution the assets shall be distributed:			the residual assets of the Corporation (after all creditors of the Corporation have been paid), shall be distributed to the members prorated in accordance with their respective membership interests.	
	ele 6: IRS Designation this nonprofit a 501(c)3?		No	
Article 7: The mailing address of the corporation shall be: Mailing Address JACK E. BARITEAU, JR. PO BOX 84 SUN VALLEY, ID 83353-0084		O BOX 84		
Article 8: Registered Agent Name and Address Registered Agent Jack E. Bariteau, Jr Physical Address: 675 SUN VALLEY ROAD SUITE L SUN VALLEY, ID 83353 Mailing Address: JACK E. BARITEAU, JR. PO BOX 84 SUN VALLEY, ID 83353-0084			ack E. Bariteau, Jr hysical Address: 75 SUN VALLEY ROAD UITE L UN VALLEY, ID 83353 alling Address: ACK E. BARITEAU, JR.	
[I affirm that the registered agent appointed	has consented	l to	serve as registered agent for this entity.
Article 9: Incorporator Name(s) and Address(es)				
Name Incorporator Address				
	Edward A Lawson	PO BOX 3310 KETCHUM, ID 83340		
-	ticle 10: Director Name(s) and Address(es)			
Ar	Name	Title		Director Address
			-	

PO BOX 84

SUN VALLEY, ID 83353

Director

Jack E. Bariteau Jr.

Date

Edward A Lawson

RECORDING REQUESTED BY AND WHEN RECORDED RETURN TO:

Waypoint Pearl, LLC Post Office Box 84 Sun Valley, Idaho 83353

(SPACE ABOVE LINE FOR RECORDER'S USE)

CONDOMINIUM DECLARATION FOR

FIRST & FOURTH CONDOMINIUMS

THIS DECLARATION (the "**Declaration**") dated _______, 2022, shall be effective upon recordation and is made by WAYPOINT PEARL, LLC, an Idaho limited liability company (the "**Declarant**"). Declarant is the owner of certain real property in Blaine County, Idaho, more particularly described on <u>Exhibit A</u> (the "**Property**"). Declarant hereby makes the following grants, submissions, and declarations:

ARTICLE 1. IMPOSITION OF COVENANTS

Section 1.1 <u>Purpose</u>. The purpose of this Declaration is to create a condominium project known as FIRST & FOURTH (the "Condominium Project") by submitting the Property to the condominium form of ownership and use pursuant to the Idaho Condominium Act, Idaho Code §§ 55-1501 *et seq.*, as amended and supplemented from time to time (the "Act").

Section 1.2 <u>Intention of Declarant</u>. Declarant desires to protect the value and desirability of the Condominium Project, to further a plan for the improvement, lease, sale and ownership of the Units in the Condominium Project, to create a harmonious and attractive development and to promote and safeguard the health, comfort, safety, convenience, and welfare of the Owners of Units in the Condominium Project.

Section 1.3 <u>Condominium Declaration</u>. To accomplish the purposes and intentions recited above, Declarant hereby submits the Property, together with all improvements, appurtenances, and facilities relating to or located on the Property now and in the future, to condominium ownership under the Act, and hereby imposes upon all of the Property the covenants, conditions, restrictions, easements, reservations, rights-of-way, and other provisions of this Declaration.

Condominium Declaration For First & Fourth Condominiums - 1

70359-026

and Declarant hereby declares that all of the Property shall be held, sold, conveyed, encumbered, leased, rented, occupied, and improved subject to the provisions of this Declaration.

Section 1.4 <u>Covenants Running With the Land</u>. All provisions of this Declaration shall be deemed to be covenants running with the land, or as equitable servitudes, as the case may be. The benefits, burdens, and other provisions contained in this Declaration shall be binding upon and shall inure to the benefit of Declarant, all Unit Owners, and their respective heirs, executors, administrators, personal representatives, successors, and assigns.

ARTICLE 2. DEFINITIONS

The following words, when used in this Declaration, shall have the meanings designated below unless the context expressly requires otherwise:

- Section 2.1 "Act" means the Idaho Condominium Act as defined in Section 1.1 hereof. In the event the Act is repealed, the Act, on the effective date of this Declaration, shall remain applicable to this Declaration.
- Section 2.2 "Allocated Interests" means the undivided interest in the Common Elements and the Common Expense Liability and the votes in the Association allocated to each of the Units in the Condominium Project. The formulas used to establish the Allocated Interests are described in Article 4. The Allocated Interests for each Unit are set forth on Exhibit B.
- Section 2.3 "Articles of Incorporation" means the Articles of Incorporation of First & Fourth Condominium Owners' Association, Inc. as filed with the Idaho Secretary of State, a copy of which is attached hereto as Exhibit C.
- Section 2.4 "<u>Assessments</u>" means the annual, special and default Assessments levied pursuant to this Declaration.
- Section 2.5 "<u>Association</u>" means the FIRST & FOURTH Condominium Owners' Association, Inc., an Idaho nonprofit corporation, and its successors and assigns.
- Section 2.6 "Board of Directors" means the governing body of the Association, as provided in this Declaration and in the Articles of Incorporation and Bylaws of the Association and in the Act.
- Section 2.7 "Bylaws" means any instruments, however denominated, which are adopted by the Association for the regulation and management of the

Association, including the amendments thereto, a copy of which is attached hereto as Exhibit D.

Section 2.8 "Commercial Units" means Unit 1G, 1H and 1I as shown on the Map which are designated in this Declaration for business or commercial uses.

Section 2.9 "<u>Common Elements</u>" means all of the Condominium Project, other than the Units, but including, without limiting the generality of the foregoing, the following components:

- (a) the Property; and
- (b) the Improvements (including, but not by way of limitation, the foundations, columns, girders, beams, supports, perimeter and supporting walls, chimneys, chimney chases, roofs, patios, balconies, entrances and exits, and the mechanical installations of the Improvements consisting of the equipment and materials making up any central services such as power, light, gas, hot and cold water, sewer, cable or fiber optic internet television, and heating and central air conditioning which exist for use by one or more of the Unit Owners, including the pipes, vents, ducts, flues, cable conduits, wires, telephone wire, cable, fiber optic internet and other similar utility installations used in connection therewith), except for the Units; and
- the yards, sidewalks, walkways, paths, grass, shrubbery, trees. driveways, roadways, landscaping, gardens, parking areas, and related facilities upon the Property; and mechanical equipment and distribution system necessary for the operation of the snowmelt system located within the private exterior common area of the Property and within City of Ketchum public right of way including the public alley commencing at the southern property line of the Property and ending at the northern edge of the public sidewalk on Sun Valley Road and as illustrated on Exhibit "E" attached hereto and made a part hereof. Annual maintenance and utility costs related to the public alley area and the public alley that is subject to Right-Of-Way Encroachment Agreement 20548 recorded Instrument # 675091 including snow plowing, snow removal and the future and ongoing costs of the installation of snow melt and all related improvements in the public alley and public alley to be vacated as illustrated in Exhibit "E" are to be shared equally with the owner of the property herein identified as 160 Fourth Street or future Lot 6A if such public alley is vacated as shown on the Preliminary Plat dated March 2022 attached hereto as Exhibit "E" ..

- (d) the pumps, tanks, motors, fans, storm drainage structures, compressors, ducts, and, in general, all apparatus, installations, equipment of the Improvements existing for use of one or more of the Unit Owners; and
- (e) in general, all other parts of the Condominium Project designated by Declarant as Common Elements and existing for the use of one or more of the Unit Owners.

The Common Elements shall be owned by the Unit Owners of the separate Units, each Unit Owner of a Unit having an undivided interest in the Common Elements as allocated in Exhibit B.

Section 2.10 "Common Expenses Liability" means the liability for Common Expenses allocated to each Unit pursuant to this Declaration.

Section 2.11 "Common Expenses" means expenditures made or liabilities incurred by or on behalf of the Association, together with any allocations to reserves, including, without limiting the generality of the foregoing, the following items:

- (a) expenses of administration, insurance, operation, and management, repair or replacement of the Common Elements except to the extent such repairs and replacements are responsibilities of a Unit Owner as provided in this Declaration;
- (b) expenses declared Common Expenses by the provisions of this Declaration or the Bylaws;
- (c) all sums lawfully assessed against the Units by the Board of Directors;
- (d) expenses agreed upon as Common Expenses by the members of the Association; and
- (e) expenses provided to be paid pursuant to any Management Agreement.

Section 2.12 "Condominium Documents" means the basic documents creating and governing the Condominium Project, including, but not limited to, this Declaration, the Articles of Incorporation and Bylaws, the Map, and any procedures, Rules and Regulations, or policies relating to the Condominium Project adopted under such documents by the Association or the Board of Directors.

Condominium Declaration For First & Fourth Condominiums - 4

70359-026

Section 2.13 "Condominium Map" or "Map" means that part of this Declaration that depicts all or any portion of the Condominium Project in three dimensions, is executed by the Declarant and is recorded in the Records. A Map and a Plat may be combined in one instrument. In a Map, a "Horizontal Boundary" means a plane of elevation relative to a described benchmark that defines either a lower or upper dimension of a Unit such that the real estate respectively below or above the defined plane is not part of the Unit. In a Map, a "Vertical Boundary" means the defined limit of a Unit that is not a Horizontal Boundary of that Unit.

Section 2.14 "Condominium Project" or "Project" means the term as defined in Section 1.1 hereof.

Section 2.15 "Condominium Unit" means the fee simple interest in and to a Unit, together with the undivided interest in the Common Elements appurtenant to the Unit, as allocated in Exhibit B.

Section 2.16 "Costs of Enforcement" means all monetary fees, fines, late charges, interest, expenses, costs, including receiver's and appraiser's fees, and reasonable attorneys' fees and disbursements, including legal assistants' fees, incurred by the Association in connection with the collection of Assessments or in connection with the enforcement of the terms, conditions and obligations of the Condominium Documents.

Section 2.17 "<u>Declarant</u>" means Waypoint Pearl, LLC, an Idaho limited liability company, and its successors and assigns.

Section 2.18 "<u>Declaration</u>" means this Declaration, together with any amendment to this Declaration, recorded in the Records. The term Declaration includes all Maps and Plats recorded with this Declaration and all amendments to the Declaration and supplements to the Maps and Plats without specific reference thereto.

Section 2.19 "<u>Deed</u>" means each initial Warranty Deed recorded after the date hereof by which Declarant conveys a Unit.

Section 2.20 "Development Agreement" means Development Agreement #20427 and First Amendment To Development Agreement #20427 respectively recorded as Instrument Nos. 665841 and 679218, Blaine County, Idaho.

Section 2.21 "Eligible First Mortgagee" means a First Mortgagee that has notified the Association in writing of its name and address and status as a First Mortgagee and has requested that it receive notices provided for in Article 20 entitled "Mortgagee Protections".

Section 2.22 "Community/Employee Housing Units" means Units 1A, 1B, 1C, 1D, 1E, 1F, 2A, 2B, 2C, 2D, 2E, 2F, 2G, 2H, and 2I and which are designated in this Declaration for community/employee housing uses to be master leased to the Hotel Developer as described in the Development Agreement

Section 2.23 "<u>First Mortgagee</u>" means a holder of a Security Interest in a Unit that has priority over all other Security Interests in the Unit.

Section 2.24 "Improvement(s)" means the building(s) (including all fixtures and improvements contained within it) located on the Property in which Units or Common Elements are located.

Section 2.25 "Limited Common Elements" means those parts of the Common Elements that are limited to and reserved for the use in connection with one or more, but fewer than all, of the Units. Without limiting the foregoing, the Limited Common Elements shall include any balcony, deck, patio, courtyard or porch appurtenant to and accessible only from a Unit, any shutters, awnings, window boxes, doorsteps, stoops, porch, balcony or patio designated or designed to serve a single Unit but located outside the Unit's boundaries, storage spaces and parking spaces outside Units designated as Limited Common Elements in this Declaration or on the Map, if any. If any chute, flue, duct, wire, conduit, bearing wall, bearing column or other fixture lies partially within and partially outside the designated boundaries of a Unit, any portion thereof serving that Unit is a Limited Common Element allocated solely to that Unit, and any portion thereof serving more than one Unit or any portion of the Common Elements is a part of the Common Elements. Limited Common Elements also include any portion of the Common Elements allocated by this Declaration or on the Map as Limited Common Elements. All Limited Common Elements shall be used in connection with the appurtenant Unit(s) to the exclusion of the use thereof by the other Unit Owners, except by invitation. Subject to the Association's overall responsibility for maintenance of the Limited Common Elements, each Unit Owner shall be responsible for routine maintenance and care of the walls, ceilings and floors of any balcony or of any other Limited Common Elements appurtenant to and accessible only from the Unit Owner's Unit, and for keeping the same in a good, clean, sanitary, and attractive condition. No reference to Limited Common Elements need be made in any instrument of conveyance or encumbrance in order to convey or encumber the Limited Common Elements appurtenant to a Unit.

Section 2.26 "Majority of Owners" means a majority (or any greater percentage that may be specifically required for a particular action or authorization by the terms of this Declaration) of the total voting power of the members of the Association.

- Section 2.27 "Management Agreement" means any contract or arrangement entered into for purposes of discharging the responsibilities of the Board of Directors relative to the operation, maintenance, and management of the Condominium Project.
- Section 2.28 "<u>Managing Agent</u>" means a person, firm, corporation or other entity employed or engaged as an independent contractor pursuant to a Management Agreement to perform management services for the Association.
- Section 2.29 "Occupant" means any member of a Unit Owner's family or a Unit Owner's guests, invitees, servants, tenants, employees, or licensees who occupy a Unit or are on the Common Elements for any period of time.
- Section 2.30 "On Site Community/Employee Housing Units means Units 1A, 1B, 1C, 1D, 1E, 1F, 2A, 2B, 2C, and 2D, 2E, 2F, 2G, 2H, and 2I and thus meeting the community housing requirement for the First & Fourth project.
- Section 2.31 "Period of Declarant Control" means the maximum period of time defined and limited by Section 8.6 of this Declaration during which the Declarant may, at its option, control the Association.
- Section 2.32 "<u>Person</u>" means an individual, association, partnership, limited liability company, corporation, trust, governmental agency, political subdivision or any combination thereof.
- Section 2.33 "Plat" means that part of a Declaration that is a land survey plat as set forth in Idaho Code § 50-1301, as amended, depicts all or any portion of the Condominium Project in two dimensions, is executed by the Declarant, and is recorded in the Records.
- Section 2.34 "<u>Property</u>" means the real property in Blaine County, Idaho, more particularly described on the attached <u>Exhibit A</u>.
- Section 2.35 "Real Estate" means any leasehold or other estate or interest in, over, or under land, including structures, fixtures, and other improvements and interests that, by custom, usage or law, pass with the conveyance of land though not described in the contract of sale or instrument of conveyance. Real Estate includes parcels with or without Horizontal Boundaries and spaces that may be filled with air or water.
- Section 2.36 "Records" means the Office of the Clerk and Recorder in Blaine County, Idaho, and each other county in which any portion of the Condominium Project is located.

Section 2.37 "Residential Unit" means any for sale Unit which is not a Commercial Unit unless otherwise designated for either commercial use or and designated on the Plat as Units 1G, 1H and 1I and designated as Units 2J, 2K, 2L, 3A, 3B, 3C and 3D.

Section 2.38 "Rules and Regulations" means the rules and regulations promulgated by the Board of Directors for the management, preservation, safety, control, and orderly operation of the Condominium Project in order to effectuate the intent and to enforce the obligations set forth in the Condominium Documents, as amended and supplemented from time to time. Separate Rules and Regulations may be promulgated to apply only to Commercial Units, Residential Units, Community Housing Units and/or any combination thereof.

Section 2.39 "<u>Security Interest</u>" means an interest in Real Estate or personal property created by contract or conveyance which secures payment or performance of an obligation. The terms includes a lien created by a mortgage, deed of trust, trust deed, security deed, contract for deed, land sales contract, lease intended as security, assignment of lease or rents intended as security, pledge of an ownership interest in an Association, and any other consensual lien or title retention contract intended as security for an obligation. The holder of a Security Interest includes any insurer or guarantor of a Security Interest.

Section 2.40 "Special Declarant Rights" means those rights reserved by Declarant in Article 15 of this Declaration.

Section 2.41 "Unit" means a physical portion of the Condominium Project which is designated for separate ownership or occupancy and the boundaries of which are described in or determined by this Declaration. Each Unit shall be designated by a separate number, letter, address or other symbol or combination thereof that identifies only one Unit in the Condominium Project as more specifically set forth on Exhibit B. If walls, floors or ceilings are designated as boundaries of a Unit in this Declaration, all lath, furring, wallboard, plasterboard, plaster, paneling, tiles, wallpaper, paint, finished flooring and any other materials constituting any part of the finished surfaces thereof are a part of the Unit and all other portions of the walls, floors or ceilings are a part of the Common Elements. Subject to Section 2.24, all spaces, interior partitions and other fixtures and improvements within the boundaries of a Unit are a part of the Unit.

Section 2.42 "<u>Unit Owner</u>" or "<u>Owner</u>" means the Declarant or any other person who owns record title to a Unit (including a contract seller, but excluding a contract purchaser) but excluding any person having a Security Interest in a Unit unless such person has acquired record title to the Unit pursuant to foreclosure or any proceedings in lieu of foreclosure.

ARTICLE 3. DIVISION OF PROJECT INTO CONDOMINIUM OWNERSHIP

Section 3.1 <u>Division Into Condominium Units</u>. The Property is hereby divided into that number of Condominium Units described in <u>Exhibit "B"</u>, as amended from time to time, including separately designated Commercial Unit(s), each consisting of a fee simple interest in a Unit and an undivided fee simple interest in the Common Elements in accordance with the respective undivided interests in the Common Elements as set forth in <u>Exhibit B</u>. Such undivided interests in the Common Elements are hereby declared to be appurtenant to the respective Units. The total of the undivided interests in the Common Elements set forth in <u>Exhibit B</u>, rounded to the nearest 1%, shall be deemed to equal one hundred percent (100%) for purposes of this Declaration.

Section 3.2 <u>Delineation of Unit Boundaries</u>. The boundaries of each Unit are delineated and designated by an identifying number on the Map, and those numbers are set forth in <u>Exhibit B</u>.

Section 3.3 Inseparability of Condominium Unit. Except as provided in Section 3.5 below: (a) no part of a Condominium Unit or of the legal rights comprising ownership of a Condominium Unit may be partitioned or separated from any other part thereof during the period of condominium ownership prescribed in this Declaration; (b) each Condominium Unit shall always be conveyed, transferred, devised, bequeathed, encumbered, and otherwise affected only as a complete Condominium Unit; and (c) every conveyance, transfer, gift, devise, bequest, encumbrance other disposition of a Condominium Unit or any part thereof shall be presumed to be a disposition of the entire Condominium Unit, together with all appurtenant rights and interests created by law or by this Declaration, including the Unit Owner's membership in the Association.

Section 3.4 Non-Partitionability of Common Elements. The Common Elements shall be owned in common by all of the Unit Owners and shall remain physically undivided, and no Unit Owner shall bring any action for partition or division of the Common Elements. By acceptance of a deed or other instrument of conveyance or assignment to a Unit, each Unit Owner shall be deemed to have specifically waived such Unit Owner's right to institute or maintain a partition action or any other cause of action designed to cause a division of the Common Elements, and this Section may be pleaded as a bar to the maintenance of such an action. Any Unit Owner who shall institute or maintain any such action shall be liable to the Association and hereby agrees to reimburse the Association for the Costs of Enforcement in defending any such action.

Section 3.5 <u>Alterations and Relocation of Boundaries Between Adjoining Units.</u> Unit Owner(s) shall have the right to alter their Units and relocate

Condominium Declaration For First & Fourth Condominiums - 9

70359-026

boundaries between their Unit and an adjoining Unit and reallocate Limited Common Elements between or among Units, subject to the provisions and requirements of this Declaration and of the Act.

ARTICLE 4. ALLOCATED INTERESTS

Section 4.1 <u>Allocation of Interests</u>. The Allocated Interests assigned to each Unit are set forth on <u>Exhibit B</u>. These interests have been allocated in accordance with the formulas set out in Section 4.2 below. These formulas are to be used in reallocating interests if Units are added to the Condominium Project or if Units are converted to Common Elements or Limited Common Elements.

Section 4.2 <u>Formulas for the Allocation of Interests</u>. The interests allocated to each Unit have been calculated by the following formulas:

- (a) <u>Undivided Interest in the Common Elements</u>. The percentage of the undivided interest in the Common Elements allocated to each Unit is based upon the relative floor area of each Unit as compared to the floor area of all Units in the Condominium Project.
- (b) <u>Common Expenses Liability</u>. The percentage of Common Expenses Liability allocated to each Unit is based on the relative floor area of each Unit as compared to the floor area of all Units in the Condominium Project.
- (c) <u>Votes</u>. Each Residential Unit other than those Units designated as Community/Employee Housing Units shall be allocated a single vote as set forth on <u>Exhibit B</u>. The Commercial Units as long as they continued to be owned by the Declarant shall each have six (6) votes. In the event a Commercial Units is sold by Declarant, then the Commercial Unit sold shall be reallocated to have only one (1) vote.

Section 4.3 <u>Rounding Convention</u>. Any Allocated Interest, stated as a fraction, shall be rounded to the nearest one percent (1%). The total of all Allocated Interests shall be deemed to equal to one hundred percent (100%) for purposes of this Declaration.

ARTICLE 5. CONDOMINIUM MAP

The Map shall be filed in the Records. Any Map filed subsequent to the first Map shall be termed a supplement to such Map, and the numerical sequence of such supplements shall be shown thereon. The Map shall be filed following substantial completion of the Improvement(s) depicted on the Map and prior to the conveyance of any Unit depicted on the Map to a purchaser. The Map shall include a Plat which shows the following:

Condominium Declaration For First & Fourth Condominiums - 10

70359-026

- (a) the name and a general schematic map of the entire Condominium Project;
- (b) the extent of any existing encroachments across any Condominium Project boundary; and
- (c) to the extent feasible, a legally sufficient description of all easements serving or burdening any portion of the Condominium Project.

The Map shall also show the following:

- (a) the location and dimensions of each Unit and that Unit's identifying number;
- (b) horizontal Unit boundaries, if any, with reference to all established data and that Unit's identifying number; and
- (c) the approximate location and dimensions of all Limited Common Elements.

The Map shall contain a certificate of a registered and licensed surveyor certifying that the Map was prepared subsequent to the substantial completion of the improvements and contains all information required by this Declaration and the Act. Each supplement shall set forth a like certificate when appropriate. In interpreting the Map, the existing physical boundaries of each separate Unit as constructed shall be conclusively presumed to be its boundaries.

ARTICLE 6. LEGAL DESCRIPTION AND TAXATION OF UNITS

Section 6.1 <u>Contracts to Convey Entered into Prior to Recording of Condominium Declaration and Map</u>. A contract or other agreement for the sale of a Unit entered into prior to the filing of this Declaration in the Records may legally describe such Unit in substantially the manner set forth in this Article 6 and may indicate that this Declaration and Map are to be recorded.

Section 6.2 <u>Contracts to Convey and Conveyances Subsequent to Recording of Declaration and Map.</u> Subsequent to the recording of the Declaration and Map, contracts to convey, instruments of conveyance of Units, and every other instrument affecting title to a Unit shall be in substantially the following form with such omissions, insertions, recitals of fact, or other provisions as may be required by the circumstances or appropriate to conform to the requirements of any governmental authority, practice or usage or requirement of law with respect thereto:

Condominium Unit	<u>,</u> according to the Condom	inium Declaration
for the First & Fourth I	Building, recorded	, 2022, as
(Instrument No.) and the Condomini	um Map recorded
, 2022, a	is (<u>Instrument No.</u>) in the
office of the Recorder of E	Blaine County, Idaho.	 '

Section 6.3 <u>Conveyance Deemed to Describe an Undivided Interest in Common Elements</u>. Every instrument of conveyance, Security Interest, or other instrument affecting the title to a Unit which legally describes the Unit substantially in the manner set forth above shall be construed to describe the Unit, together with the undivided interest in the Common Elements appurtenant to it, and together with all fixtures and improvements contained in it, and to incorporate all the rights incident to ownership of a Unit and all the limitations of ownership as described in the covenants, conditions, restrictions, easements, reservations, rights-of-way, and other provisions contained in this Declaration, including the easement of enjoyment to use the Common Elements.

Section 6.4 <u>Separate Tax Assessments</u>. Upon the filing for record of this Declaration and the Map in the Records, Declarant shall deliver a copy of this Declaration to the assessor of each county specified in the Records as provided by law. The lien for taxes assessed shall be confined to the Unit(s). No forfeiture or sale of any Unit for delinquent taxes, assessments, or other governmental charge shall divest or in any way affect the title to any other Unit.

ARTICLE 7. UNIT OWNERS' PROPERTY RIGHTS IN COMMON ELEMENTS

Section 7.1 <u>Common Elements</u>. Every Unit Owner shall have a perpetual right and easement of access over, across, and upon the Common Elements for the purpose of access to and from the Unit from public ways for both pedestrian and vehicular travel, which right and easement shall be appurtenant to and pass with the transfer of title to such Unit; provided, however, that such right and easement shall be subject to the following:

- (a) the covenants, conditions, restrictions, easements, reservations, rights- of-way, and other provisions contained in this Declaration, and the Map;
- (b) the right of the Association from time to time to assign on an equitable basis portions of the Common Elements such as parking spaces or storage spaces for the exclusive use of the Unit Owner of a particular Unit by an appropriate instrument in writing;

- (c) the right of the Association to adopt, from time to time, any and all rules and regulations concerning vehicular traffic and travel upon, in, under, and across the Condominium Project; and
- (d) the right of the Association to adopt, from time to time, any and all rules and regulations concerning the Condominium Project as the Association may determine is necessary or prudent for the management, preservation, safety, control, and orderly operation of the Condominium Project for the benefit of all Unit Owners, and for facilitating the greatest and most convenient availability and use of the Units and Common Elements by Unit Owners.

Section 7.2 <u>Limited Common Elements</u>. Subject to the provisions of this Declaration, every Unit Owner shall have the right to use and enjoy the Limited Common Elements appurtenant to his Unit, and such Limited Common Elements shall be conveyed along with title to the Unit.

ARTICLE 8. MEMBERSHIP AND VOTING RIGHTS IN ASSOCIATIONS

Section 8.1 Association Membership. The Association's Articles of Incorporation shall be filed no later than the date the first interest in a Unit in the Condominium Project is conveyed to a purchaser. Every Unit Owner shall be a member of the Association and shall remain a member for the period of the Unit Owner's ownership of a Unit. No Unit Owner, whether one or more persons or entity, shall have more than one membership per Unit owned, but all of the persons or entities owning a Unit shall be entitled to rights of membership and of use and enjoyment appurtenant to ownership of a Unit. Membership in the Association shall be appurtenant to, and may not be separated from, ownership of a Unit. If title to a Unit is held by more than one individual, by a firm, corporation, partnership, association or other legal entity or any combination thereof, such individuals, entity or entities shall appoint and authorize one person or alternate persons to represent the Unit Owners of the Unit. Such representative shall be a natural person who is a Unit Owner, or a designated board member or officer of a corporate Unit Owner, or a general partner of a partnership Unit Owner, or a comparable representative of any other entity, and such representative shall have the power to cast votes on behalf of the Unit Owners as a member of the Association, and serve on the Board of Directors if elected, subject to the provisions of and in accordance with the procedures more fully described in the Bylaws of the Association. Notwithstanding the foregoing, if only one of the multiple Unit Owners of a Unit is present at a meeting of the Association, such Unit Owner is entitled to cast the vote allocated to that Unit. If more than one of the multiple Unit Owners are present and there is no written designation of an authorized representative, the vote allocated to that Unit may be cast only in accordance with the agreement of a majority in interest of

the Unit Owners, which majority agreement may be assumed for all purposes if any one of the multiple Unit Owners casts the vote allocated to that Unit without protest being made promptly to the person presiding over the meeting by any of the other Unit Owners of the Unit.

Section 8.2 Voting Rights and Meetings. Each Unit in the Condominium Project with the exception of the Employee/Community Housing Units shall have the votes allocated in Section 4.2; provided, however, no vote allocated to a Unit owned by the Association may be cast. Class voting by Commercial Unit Owner(s) or Residential Unit Owner(s), or combinations thereof, shall be allowed on issues specified in Section 8.10. A meeting of the Association shall be held at least once each year. Special meetings of the Association may be called by the President. by a majority of the Board of Directors, or by Unit Owners having fifty percent (50%), or any lower percentage specified in the Bylaws, of the votes in the Association. Not less than ten (10) and no more than fifty (50) days in advance of any meeting, the Secretary or other officer specified in the Bylaws shall cause notice to be hand delivered or sent prepaid by United States Mail to the mailing address of each Unit Owner. The notice of any meeting must state the time and place of the meeting and the items on the agenda including the general nature of any proposed amendment to this Declaration or Bylaws, any budget changes, and any proposal to remove an officer or member of the Board of Directors. Unless the Bylaws provide for a lower percentage, a quorum is deemed present throughout any meeting of the Association if persons entitled to cast fifty percent (50%) of the votes which may be cast for election of the Board of Directors are present, in person or by proxy, at the beginning of the meeting.

Section 8.3 Meeting to Approve Annual Budget. At the annual meeting of the Association or at a special meeting of the Association called for such purpose, the Unit Owners shall be afforded the opportunity to ratify a budget of the projected revenues, expenditures (both ordinary and capital) and reserves for the Association's next fiscal year as proposed by the Board of Directors. A summary of the proposed budget approved by the Board of Directors shall be mailed to the Unit Owners within thirty (30) days after its adoption along with a notice of a meeting of the Association to be held not less than ten (10) nor more than fifty (50) days after mailing of the summary to the Unit Owners. Unless at the meeting a Majority of Owners, rather than a majority of those present and voting in person or by proxy, reject the proposed budget, the budget is ratified whether or not a quorum is present at the meeting. In the event the proposed budget is rejected, the budget last ratified by the Unit Owners continues until such time as the Unit Owners ratify a subsequent budget proposed by the Board of Directors as provided above.

Section 8.4 <u>Unit Owners' and Association's Addresses for Notices</u>. All Unit Owners of each Unit shall have one and the same registered mailing address

to be used by the Association or other Unit Owners for notices, demands, and all other communications regarding Association matters. The Unit Owner or the representative of the Unit Owners of a Unit shall furnish such registered address to the secretary of the Association within ten days after transfer of title to the Unit to such Unit Owner or Unit Owners. Said address may be an electronic or email address, in which case the Unit Owner consents to notice by email at that address. Such registration shall be in written form and signed by all of the Unit Owners of the Unit or by such persons as are authorized to represent the interests of all Unit Owners of the Unit. If no address is registered or if all of the Unit Owners cannot agree, then the address of the Unit shall be deemed their registered address until another registered address is furnished as required under this Section 8.4. If the address of the Unit is the registered address of the Unit Owner(s), then any notice shall be deemed duly given if delivered to any person occupying the Unit or, if the Unit is unoccupied, if the notice is held and available for the Unit Owners at the principal office of the Association. All notices and demands intended to be served upon the Board of Directors shall be sent to the Condominium Project or such other address as the Board of Directors may designate from time to time by notice to the Unit Owner(s).

Section 8.5 <u>Transfer Information</u>. All Persons who acquire Unit(s) other than from Declarant shall provide to the Association written notice of the Person's name, address, Unit owned, date of transfer, and name of the former Unit Owner within ten (10) days of the date of transfer. The Person shall also provide a true and correct copy of the recorded instrument conveying or transferring the Unit or such other evidence of the conveyance or transfer as is reasonably acceptable to the Association. In addition, the Association may request such other information as the Association determines is necessary or desirable in connection with obtaining and maintaining information regarding conveyances and transfers of Units. The Association or Managing Agent shall have the right to charge the Person a reasonable administrative fee for processing the transfer in the records of the Association.

Section 8.6 <u>Declarant Control of the Association</u>. There shall be a Period of Declarant Control of the Association, during which the Declarant, or persons designated by the Declarant, may appoint and remove the officers and members of the Board of Directors. The Period of Declarant Control shall commence upon filing of the Articles of Incorporation of the Association and shall terminate no later than the earlier of:

(a) sixty (60) days after conveyance of all Residential Units to Unit Owners other than those Units Declarant does not intend to convey; or

(b) two (2) years after Declarant's first conveyance of a Unit in the ordinary course of business.

Declarant may voluntarily surrender the right to appoint and remove officers and members of the Board of Directors before termination of that period, but in that event the Declarant may require, for the duration of the Period of Declarant Control, that specified actions of the Association or Board of Directors, as described in a recorded instrument executed by the Declarant, be approved by the Declarant before they become effective.

Section 8.7 Required Election of Unit Owners. Not later than sixty (60) days after conveyance of three (3) of the Units to Unit Owners other than Declarant, at least one (1) member of the Board of Directors shall be elected by Unit Owners other than the Declarant. Not later than the termination of any Period of Declarant Control, the Unit Owners shall elect a Board of Directors of at least three (3) members, at least a majority of whom shall be Unit Owners other than the Declarant or designated representatives of Unit Owners other than Declarant. In order to assure representation of Owners of the Commercial Unit(s) and the Residential Unit(s) in the affairs of the Association and to protect the valid interests of the Commercial Unit(s) and Residential Unit(s) in the operation of the Condominium Project, the Owner(s) of the Commercial Unit(s), voting as a class, shall be entitled to elect one of the members of the Board of Directors, and the Owner(s) of the Residential Unit(s), voting as a Class, shall be entitled to elect one member of the Board of Directors. The Board of Directors shall elect the officers. The members of the Board of Directors and officers shall take office upon election.

Section 8.8 Removal of Members of the Board of Directors. Notwithstanding any provision of this Declaration or the Bylaws to the contrary, following notice and an opportunity to be heard as required by this Declaration and the Act, the Unit Owners, by sixty-seven percent (67%) vote of all persons present and entitled to vote at a meeting of the Unit Owners at which a quorum is present, may remove a member of the Board of Directors with or without cause, other than a member appointed by the Declarant.

Section 8.9 Requirements for Turnover of Declarant Control. Within sixty (60) days after the Unit Owners other than the Declarant elect a majority of the members of the Board of Directors, the Declarant shall deliver to the Association all property of the Unit Owners and of the Association held by or controlled by the Declarant, including without limitation the following items:

(a) the original or a certified copy of the recorded Declaration as amended, the Association's articles of incorporation, Bylaws, minute books,

other books and records, and any Rules and Regulations which may have been promulgated;

- (b) an accounting for Association funds and financial statements, from the date the Association received funds and ending on the date the Period of Declarant Control ends. The financial statements shall be audited by an independent certified public accountant and shall be accompanied by the accountant's letter, expressing either the opinion that the financial statements present fairly the financial position of the Association in conformity with generally accepted accounting principles or a disclaimer of the accountant's ability to attest to the fairness of the presentation of the financial information in conformity with generally accepted accounting principles and the reasons therefor. The expense of the audit shall not be paid for or charged to the Association;
- (c) the Association funds or control thereof;
- (d) all of the Declarant's tangible personal property that has been represented by the Declarant to be the property of the Association or all of the Declarant's tangible personal property that is necessary for, and has been used exclusively in, the operation and enjoyment of the Common Elements, and inventories of these properties;
- (e) a copy, for the non-exclusive use of the Association, of any plans and specifications used in the construction or renovation of the Improvements;
- (f) all insurance policies then in force, in which the Unit Owners, the Association or its members of the Board of Directors and officers are named as insured persons;
- (g) copies of any certificates of occupancy that may have been issued with respect to the Improvements;
- (h) any other permits issued by governmental bodies applicable to the Condominium Project and which are currently in force or which were issued within one year prior to the date on which Unit Owners other than the Declarant took control of the Association;
- (i) written warranties of the contractor, subcontractors, suppliers, and manufacturers that are still effective:
- (j) a roster of Unit Owners and First Mortgagees and their addresses and telephone numbers, if known, as shown on the Declarant's records;

- (k) employment contracts in which the Association is a contracting party; and
- (I) any service contract in which the Association is a contracting party or in which the Association or the Unit Owners have any obligation to pay a fee to the persons performing the services.

Section 8.10 <u>Issues for Class Voting</u>. Any issue relating solely to the Commercial Units or Residential Units shall be decided by the Owner(s) of the particular Unit(s) voting as a Class on the issue. The decision on whether an issue relates solely to only one type of Unit shall be determined in the sole discretion of the Board of Directors. Any issue relating to a Limited Common Element appurtenant to more than one type of Unit, but not appurtenant to all types of Units shall be decided by the Owner(s) of the Units to which the Limited Common Elements are appurtenant, voting as a Class. The decision on whether an issue relates solely to Limited Common Elements appurtenant to less than all types of Units shall be decided in the sole discretion of the Board of Directors.

ARTICLE 9. ASSOCIATION POWERS AND DUTIES

Section 9.1 Association Management Duties. Subject to the rights and obligations of Declarant and other Unit Owners as set forth in this Declaration, the Association shall be responsible for the administration and operation of the Condominium Project and for the exclusive management, control, maintenance, repair, replacement, and improvement of the Common Elements and the Limited Common Elements, and shall keep the same in good, clean, attractive, and sanitary condition, order, and repair. The expenses, costs, and fees of such management, operation, maintenance, and repair by the Association shall be part of the Assessments, and prior approval of the Unit Owners shall not be required in order for the Association to pay any such expenses, costs, and fees. The Association shall establish and maintain, out of the installments of the annual Assessments, an adequate reserve account for maintenance, repair, or replacement of those Common Elements that must be replaced on a periodic The Association shall adopt and amend budgets for revenues, expenditures, and reserves which will be the basis for collection of Assessments for Common Expenses from Unit Owners. The Association shall keep financial records sufficiently detailed to enable the Association to comply with the requirement that it provide statements of status of Assessments. All financial and other records of the Association shall be made reasonably available for examination by any Unit Owner and such Unit Owner's authorized agents.

Section 9.2 <u>Association Powers</u>. The Association shall have, subject to the limitations contained in this Declaration and the Act, the powers necessary for

Condominium Declaration For First & Fourth Condominiums - 18

70359-026

the administration of the affairs of the Association and the upkeep of the Condominium Project which shall include, but not be limited to, the power to:

- (a) adopt and amend Bylaws and Rules and Regulations;
- (b) adopt and amend budgets for revenues, expenditures and reserves;
- (c) collect assessments for Common Expenses from Owners;
- (d) hire and discharge managing agents;
- (e) hire and discharge employees and agents, other than managing agents, and independent contractors;
- (f) institute, defend or intervene in litigation or administrative proceedings or seek injunctive relief for violation of the Declaration, Bylaws or Rules and Regulations in the Association's name on behalf of the Association or two or more Unit Owners on matters affecting the Condominium Project;
- (g) make contracts and incur liabilities;
- (h) regulate the use, maintenance, repair, replacement and modification of the Common Elements;
- (i) cause additional improvements to be made as part of the Common Elements;
- (j) acquire, hold, encumber, and convey in the Association's name any right, title or interest to real property or personal property, but Common Elements may be conveyed or subjected to a Security Interest only pursuant to the requirements of the Act;
- (k) grant easements, including permanent easements, leases, licenses and concessions, through or over the Common Elements;
- (I) impose and receive a payment, fee, or charge for the use, rental or operation of the Common Elements, other than Limited Common Elements, and for services provided to Unit Owners;
- (m) impose a reasonable charge for late payment of Assessments, recover Costs of Enforcement for collection of Assessment and other actions to enforce the powers of the Association, regardless of whether or not suit was initiated and, after notice and hearing, levy reasonable fines for

violations of this Declaration, Bylaws and Rules and Regulations of the Association:

- (n) impose a reasonable charge for the preparation and recordation of amendments to this Declaration or for preparation of statements of unpaid Assessments:
- (o) provide for the indemnification of the Association's officers and Board of Directors and maintain Board of Directors' and officers' liability insurance:
- (p) assign the Association's right to future income, including the right to receive Assessments;
- (q) by resolution, establish committees of the Board of Directors and/or Unit Owners, permanent and standing, to perform any of the above functions under specifically delegated administrative standards, as designated in the resolution establishing the committee;
- (r) exercise any other powers conferred by this Declaration or the Bylaws;
- (s) exercise any other power that may be exercised in Idaho by legal entities of the same type as the Association; and
- (t) exercise any other power necessary and proper for the governance and operation of the Association.
- Section 9.3 <u>Actions by Board of Directors</u>. Except as specifically otherwise provided in this Declaration, the Bylaws or the Act, the Board of Directors may act in all instances on behalf of the Association.
- Section 9.4 <u>Board of Directors Meetings</u>. All meetings of the Board of Directors, at which action is to be taken by vote, will be open to the Unit Owners and agendas for meetings of the Board of Directors shall be made reasonably available for examination by all members of the Association or their representatives, except that meetings of the Board of Directors may be held in executive session(s), without giving notice and without the requirement that they be open to Unit Owners, in the following situations:
 - (a) matters pertaining to employees of the Association or involving the employment, promotion, discipline or dismissal of an officer, agent, or employee of the Association;

- (b) consultation with legal counsel concerning disputes that are the subject of pending or imminent court proceedings or matters that are privileged or confidential between attorney and client;
- (c) investigative proceedings concerning possible or actual criminal misconduct:
- (d) matters subject to specific constitutional, statutory, or judicially imposed requirements protecting particular proceedings or matters from public disclosure;
- (e) any matter the disclosure of which would constitute an unwarranted invasion of individual privacy.

Section 9.5 Right to Notice and Hearing. Whenever the Condominium Documents require that an action be taken after "notice and hearing," the following procedure shall be observed: The party proposing to take the action (e.g., the Board of Directors, a committee, an officer, the Managing Agent, etc.) shall give notice of the proposed action to all Unit Owners whose interests the proposing party reasonably determines would be significantly affected by the proposed action. The notice shall be delivered personally or mailed not less than three (3) days before the proposed action is to be taken. The notice shall include a general statement of the proposed action and the date, time and place of the hearing. At the hearing, the affected person shall have the right, personally or by a representative, to give testimony orally and/or in writing, subject to reasonable rules of procedure established by the party conducting the hearing to assure a prompt and orderly resolution of the issues. Such evidence shall be considered in making the decision but shall not bind the decision makers. The affected person shall be notified of the decision in the same manner in which notice of the hearing was given. Any Unit Owner having a right to notice and hearing shall have the right to appeal to the Board of Directors from a decision of a proposing party other than the Board of Directors by filing a written notice of appeal with the Board of Directors within ten (10) days after being notified of the decision. The Board of Directors shall conduct a hearing within forty-five (45) days, giving the same notice and observing the same procedures as were required for the original hearing.

Section 9.6 Payments to Working Capital Account. In order to provide the Association with adequate working capital funds, the Association may collect from purchasers at the time of the initial sale of each Unit by Declarant an amount equal to three months' worth of annual Assessments based on the Association's budget in effect at the time of the sale. Such payments to this fund shall not be considered advance payments of annual Assessments.

ARTICLE 10. ASSESSMENTS

Section 10.1 <u>Commencement of Annual Assessments</u>. Until the Declarant and or the Association as the successor in interest makes an Assessment for Common Expenses in the form of Homeowners Association Dues, the Declarant shall pay all Common Expenses for those Units that remain, if any, under Declarant's fee ownership. After any Assessment has been made by the Association, Assessments shall be made no less frequently than annually and shall be based on a budget adopted no less frequently than annually by the Association.

Section 10.2 <u>Annual Assessments</u>. The Association shall levy annual Assessments to pay for the Common Expense Liability allocated to each Unit pursuant to this Declaration. The total annual Assessments shall be based upon a budget of the Association's cash requirements for upkeep of the Condominium Project including maintenance, repair and replacement of the Common Elements as required by the Act and the Condominium Documents. Any surplus funds of the Association remaining after payment of or provision for Common Expenses and any prepayment of or provision for reserves shall be credited to the Unit Owners in proportion to their Common Expense Liability or credited to them to reduce their future Assessments for Common Expenses.

Section 10.3 Apportionment of Annual Assessments. The total annual Assessment for any fiscal year of the Association shall be assessed to the Units in proportion to their Percentage of Common Expenses Liability set forth on Exhibit B, subject to: (a) Common Expenses which are separately metered or assessed to the Units by third parties; (b) Common Expenses associated with the maintenance, repair or replacement of Limited Common Elements which shall be assigned equally or on such other equitable basis as the Board of Directors shall determine to the Units to which the specific Limited Common Elements are appurtenant; (c) Common Expenses or portions thereof benefiting fewer than all of the Units which shall be assessed exclusively against the Units benefited; (d) any increased cost of insurance based upon risk which shall be assessed to Units in proportion to the risk; (e) any Common Expense caused by the misconduct of any Unit Owner(s), which may be assessed exclusively or on such other equitable basis as the Board of Directors shall determine against such Unit Owner(s); and (f) any expenses which are charged equally to the Units. All such allocations of Common Expenses Liability to the Commercial Units and Residential Units on a basis other than the Units' Percentage of Common Expenses Liability shall be made by the Board of Directors. In making the allocations, the Board of Directors shall use as a guide the assignment of various Common Expenses to the following categories: utilities (unless separately metered or disproportionately benefiting fewer than all Units), insurance, exterior building maintenance and repairs, and reserves.

Condominium Declaration For First & Fourth Condominiums - 22

Section 10.4 <u>Special Assessments</u>. In addition to the annual Assessments authorized above, the Board of Directors may at any time and from time to time determine, levy, and assess in any fiscal year a special Assessment applicable to that particular fiscal year (and for any such longer period as the Board of Directors may determine) for the purpose of defraying, in whole or in part, the unbudgeted costs, fees, and expenses of any construction, reconstruction, repair, demolishing, replacement, renovation or maintenance of the Condominium Project, specifically including any fixtures and personal property related to it. Any amounts determined, levied, and assessed pursuant to this Declaration shall be assessed to the Units pursuant to the provisions in Section 10.3 entitled "Apportionment of Annual Assessments" set forth above.

Section 10.5 Due Dates for Assessment Payments. Unless otherwise determined by the Board of Directors, the Assessments which are to be paid in installments shall be paid quarterly in advance and shall be due and payable to the Association at its office or as the Board of Directors may otherwise direct in any Management Agreement, without notice (except for the initial notice of any special Assessment), on the first day of each quarter. If any such installment shall not be paid within thirty (30) days after it shall have become due and payable, then the Board of Directors may assess a late charge, default interest charge (not to exceed the rate from time to time allowed by law), fee, or such other charge as the Board of Directors may fix by rule from time to time to cover the extra expenses involved in handling such delinquent Assessment installment. A Unit Owner's Assessment shall be prorated if the ownership of a Unit commences or terminates on a day other than the first day or last day, respectively, of a month or other applicable payment period. However, if the Common Expenses Liability is re-allocated, any installment(s) of an assessment not yet due shall be recalculated in accordance with the re-allocated Common Expenses Liability.

Section 10.6 <u>Default Assessments</u>. All Costs of Enforcement assessed against a Unit Owner pursuant to the Condominium Documents, or any expense of the Association which is the obligation of a Unit Owner pursuant to the Condominium Documents shall become a default Assessment assessed against the Unit Owner's Unit. Notice of the amount and demand for payment of such default Assessment shall be sent to the Unit Owner prior to enforcing any remedies for non-payment hereunder.

Section 10.7 Covenant of Personal Obligation for Assessments. Declarant, by creating the Units pursuant to this Declaration, and all other Unit Owners, by acceptance of the deed or other instrument of transfer of his Unit (whether or not it shall be so expressed in such deed or other instrument of transfer), are deemed to personally covenant and agree, jointly and severally, with all other Unit Owners and with the Association, and hereby do so covenant and agree to pay to the

Association the (a) annual Assessments, (b) special Assessments, and (c) default Assessments applicable to the Unit Owner's Unit. No Unit Owner may waive or otherwise escape personal liability for the payment of the Assessments provided for in this Declaration by not using the Common Elements or the facilities contained in the Common Elements or by abandoning or leasing his Unit.

Section 10.8 Lien for Assessments; Assignment of Rents. The annual. special, and default Assessments (including installments of the Assessments) arising under the provisions of the Condominium Documents shall be burdens running with, and a perpetual lien in favor of the Association upon the specific Unit to which such Assessments apply. To further evidence such lien upon a specific Unit, the Association shall prepare a written lien notice setting forth the description of the Unit, the amount of Assessments on the Unit unpaid as of the date of such lien notice, the rate of default interest as set by the Rules and Regulations, the name of the Unit Owner or Unit Owners of the Unit, and any and all other information that the Association may deem proper. The lien notice shall be signed by a member of the Board of Directors, an officer of the Association, or the Managing Agent and shall be recorded in the Records. Any such lien notice shall not constitute a condition precedent or delay the attachment of the lien, but such lien is a perpetual lien upon the Unit and attaches without notice at the beginning of the first day of any period for which any Assessment is levied. Upon any default in the payment of annual, special, or default Assessments, the Association shall also have the right to appoint a receiver to collect all rents, profits, or other income from the Unit payable to the Unit Owner and to apply all such rents, profits, and income to the payment of delinquent Assessments. Each Unit Owner, by ownership of a Unit, agrees to the assignment of such rents, profits and income to the Association effective immediately upon any default in the payment of annual, special, or default Assessments.

Section 10.9 Remedies for Nonpayment of Assessments. If any annual, special, or default Assessment (or any installment of the Assessment) is not fully paid within thirty (30) days after the same becomes due and payable, then as often as the same may happen, (a) interest shall accrue at the default rate set by the Rules and Regulations on any amount of the Assessment in default, accruing from the due date until date of payment, (b) the Association may declare due and payable all unpaid installments of the annual Assessment or any special Assessment otherwise due during the fiscal year during which such default occurred, (c) the Association may thereafter bring an action at law or in equity, or both, against any Unit Owner personally obligated to pay the same, (d) the Association may proceed to foreclose its lien against the particular Unit pursuant to the power of sale granted to the Association by this Declaration or in the manner and form provided by Idaho law for foreclosure of real estate mortgages and (e) the Association may suspend the Owner's right to vote in Association matters until

the Assessment is paid. An action at law or in equity by the Association (or counterclaims or cross-claims for such relief in any action) against a Unit Owner to recover a money judgment for unpaid Assessments (or any installment thereof) may be commenced and pursued by the Association without foreclosing or in any way waiving the Association's lien for the Assessments. Foreclosure or attempted foreclosure by the Association of its lien shall not be deemed to stop or otherwise preclude the Association from again foreclosing or attempting to foreclose its lien for any subsequent Assessments (or installments thereof) which are not fully paid when due or for any subsequent default Assessments. The Association shall have the power and right to bid in or purchase any Unit at foreclosure or other legal sale and to acquire and hold, lease, mortgage, and to convey, or otherwise deal with the Unit acquired in such proceedings.

Section 10.10 Purchaser's Liability for Assessments. Notwithstanding the personal obligation of each Unit Owner to pay all Assessments on the Unit, and notwithstanding the Association's perpetual lien upon a Unit for such Assessments, all purchasers shall be jointly and severally liable with the prior Unit Owner(s) for any and all unpaid Assessments against such Unit, without prejudice to any such purchaser's right to recover from any prior Unit Owner any amounts paid thereon by such purchaser. A purchaser's obligation to pay Assessments shall commence upon the date the purchaser becomes the Unit Owner of a Unit. For Assessment purposes, the date a purchaser becomes the Unit Owner shall be determined as follows: (a) in the event of a conveyance or transfer by foreclosure, the date a purchaser becomes the Unit Owner shall be deemed to be upon the expiration of all applicable redemption periods; (b) in the event of a conveyance or transfer by deed in lieu of foreclosure a purchaser shall be deemed to become the Unit Owner of a Unit upon the execution and delivery of the deed or other instruments conveying or transferring title to the Unit. irrespective of the date the deed is recorded; and (c) in the event of conveyance or transfer by deed, a purchaser shall be deemed to become the Unit Owner upon the execution and delivery of the deed or other instruments conveying or transferring title of the Unit, irrespective of the date the deed is recorded. However, such purchaser shall be entitled to rely upon the existence and status of unpaid Assessments as shown upon any certificate issued by or on behalf of the Association to such named purchaser pursuant to the provisions of this Declaration.

Section 10.11 <u>Waiver of Homestead Exemption; Subordination of Association's Lien for Assessments</u>. By acceptance of the deed or other instrument of transfer of a Unit, each Unit Owner irrevocably waives the homestead exemption provided by Idaho Code § 55-1001, as amended. The Association's perpetual lien on a Unit for Assessments shall be superior to all other liens and encumbrances except the following:

Condominium Declaration For First & Fourth Condominiums - 25

- (a) real property ad valorem taxes and special assessment liens duly imposed by an Idaho governmental or political subdivision or special taxing district, or any other liens made superior by statute;
- (b) liens recorded prior to this Declaration unless otherwise agreed by the parties thereto; and
- (c) the lien of any First Mortgagee except to the extent Idaho law grants priority for Assessments to the Association.

Any First Mortgagee who acquires title to a Unit by virtue of foreclosing a First Mortgage or by virtue of a deed or assignment in lieu of such a foreclosure, or any purchaser at a foreclosure sale of the First Mortgage, will take the Unit free of any claims for unpaid Assessments and Costs of Enforcement against the Unit which accrue prior to the time such First Mortgagee acquires title to the Unit except to the extent the amount of the extinguished lien may be reallocated and assessed to all Units as a Common Expense and except to the extent the Act grants lien priority for Assessments to the Association. All other persons not holding liens described in this Section and obtaining a lien or encumbrance on any Unit after the recording of this Declaration shall be deemed to consent that any such lien or encumbrance shall be subordinate and inferior to the Association's lien for Assessments and Costs of Enforcement as provided in this Article, whether or not such consent is specifically set forth in the instrument creating any such lien or encumbrance.

Sale or other transfer of any Unit, (a) except as provided above with respect to First Mortgagees, (b) except in the case of foreclosure of any lien enumerated in this Section, and (c) except as provided in the next Section, shall not affect the Association's lien on such Unit for Assessments due and owing prior to the time such purchaser acquired title and shall not affect the personal liability of each Unit Owner who shall have been responsible for the payment thereof. Further, no such sale or transfer shall relieve the purchaser of a Unit from liability for, or the Unit from the lien of, any Assessments made after the sale or transfer.

- Section 10.12 <u>Statement of Status of Assessments</u>. On or before fourteen (14) calendar days after receipt of written notice to the Managing Agent or, in the absence of a Managing Agent, to the Board of Directors and payment of a reasonable fee set from time to time by the Board of Directors, any Unit Owner, holder of a Security Interest, prospective purchaser of a Unit or their designees shall be furnished a statement of the Unit Owner's account setting forth:
 - (a) the amount of any unpaid Assessments then existing against a particular Unit;

Condominium Declaration For First & Fourth Condominiums - 26

- (b) the amount of the current installments of the annual Assessment and the date that the next installment is due and payable;
- (c) the date(s) for payment of any installments of any special Assessments outstanding against the Unit; and
- (d) any other information, deemed proper by the Association, including the amount of any delinquent Assessments created or imposed under the terms of this Declaration.

Upon the issuance of such a certificate signed by a member of the Board of Directors, by an officer of the Association, or by a Managing Agent, the information contained therein shall be conclusive upon the Association as to the person or persons to whom such certificate is addressed and who rely on the certificate in good faith.

Section 10.13 <u>Liens</u>. Except for Assessment liens as provided in this Declaration, mechanics' liens (except as prohibited by this Declaration), tax liens, judgment liens and other liens validly arising by operation of law and liens arising under Security Interests, there shall be no other liens obtainable against the Common Elements or against the interest of any Unit Owner in the Common Elements except a Security Interest in the Common Elements granted by the Association pursuant to the requirements of the Act.

ARTICLE 11. MAINTENANCE RESPONSIBILITY

Section 11.1 <u>Unit Owner's Rights and Duties with Respect to Interiors.</u> Except as may be provided in the purchase and sale agreement or other conveyancing documents executed by Declarant in connection with sales to initial purchasers of the Units, each Unit Owner of a Unit shall have the exclusive right and duty to paint, tile, paper, or otherwise decorate or redecorate and to maintain and repair the interior surfaces of the walls, floors, ceilings, windows and doors forming the boundaries of such Unit Owner's Unit and all walls, floors, ceilings, and doors within such boundaries. Notwithstanding the foregoing, no Unit Owner shall be permitted to install any hardwood floor or other hard surface improvements in his Unit that might affect adjoining Units by increasing noise or vibrations, without the prior written approval of the Association, which approval may be denied, or conditioned, in the Association's sole discretion.

Section 11.2 Responsibility of the Unit Owner. The Unit Owner of any Unit shall, at the Unit Owner's expense, maintain and keep in repair all fixtures, equipment, and utilities installed and included in a Unit commencing at a point where the fixtures, equipment, and utilities enter the Unit. A Unit Owner shall not allow any action or work that will impair the structural soundness of the

Condominium Declaration For First & Fourth Condominiums - 27

improvements, impair the proper functioning of the utilities, heating, ventilation, or plumbing systems or integrity of the Improvement(s), or impair any easement or hereditament. Subject to the Association's overall responsibility for maintenance of the Limited Common Elements, each Unit Owner shall be responsible for routine maintenance and care of the walls, floors, ceilings, windows and doors of any balcony or of any other Limited Common Elements appurtenant to the Unit Owner's Unit, and for keeping the same in a good, clean, sanitary, and attractive condition. Notwithstanding the foregoing, Unit Owners shall not be responsible for damage to exterior doors and windows, except if as a result of a negligent or willful act of said Owner. The Association shall not be responsible for repairs occasioned by casualty due to the act or negligence of the Unit Owner or Occupant of the Unit except as provided in Article 16.

Section 11.3 <u>Unit Owner's Negligence</u>. In the event that the need for maintenance, repair, or replacement of all or any portion of the Common Elements is caused through or by the negligent or willful act or omission of a Unit Owner or Occupant, then the expenses incurred by the Association for such maintenance, repair, or replacement shall be a personal obligation of such Unit Owner; and, if the Unit Owner fails to repay the expenses incurred by the Association within seven days after notice to the Unit Owner of the amount owed, then the failure to so repay shall be a default by the Unit Owner, and such expenses shall automatically become a default Assessment determined and levied against such Unit, enforceable by the Association in accordance with this Declaration.

Section 11.4 Responsibility of the Association. The Association, without the requirement of approval of the Unit Owners, shall maintain and keep in good repair, replace, and improve, as a Common Expense, all of the Condominium Project not required in this Declaration to be maintained and kept in good repair by a Unit Owner or by Declarant.

ARTICLE 12. MECHANICS' LIENS

Section 12.1 Mechanics' Liens. Subsequent to recording of this Declaration and the filing of the Map in the Records, no labor performed or materials furnished for use and incorporated in any Unit with the consent of or at the request of the Unit Owner or the Unit Owner's agent, contractor or subcontractor, shall be the basis for the filing of a lien against a Unit of any other Unit Owner not expressly consenting to or requesting the same, or against any interest in the Common Elements except as to the undivided interest therein appurtenant to the Unit of the Unit Owner for whom such labor shall have been performed or such materials shall have been furnished. Each Unit Owner shall indemnify and hold harmless each of the other Unit Owners and the Association from and against any liability or loss arising from the claim of any mechanics' lien

or for labor performed or for materials furnished in work on such Unit Owner's Unit, against the Unit of another Unit Owner or against the Common Elements, or any part thereof.

Section 12.2 Enforcement by the Association. At its own initiative or upon the written request of any Unit Owner (if the Association determines that further action by the Association is proper), the Association shall enforce the indemnity provided by the provisions of this Article 12 by collecting from the Unit Owner of the Unit on which the labor was performed or materials furnished the amount necessary to discharge by bond or otherwise any such mechanics' lien, to pay all costs and reasonable attorneys' fees incidental to the lien, and to obtain a release of such lien. If the Unit Owner of the Unit on which the labor was performed or materials furnished refuses or fails to indemnify within five (5) days after the Association shall have given notice to such Unit Owner of the total amount of the claim, then the failure to so indemnify shall be a default by such Unit Owner under the provisions of this Section 12.2, and such amount to be indemnified shall automatically become a default Assessment determined and levied against such Unit, and enforceable by the Association pursuant to this Declaration.

ARTICLE 13. USE RESTRICTIONS

Section 13.1 <u>Use of Units</u>. Except for uses reserved to Declarant in Article 15 entitled "Special Declarant Rights and Additional Reserved Rights", and except for Commercial Units, Residential Units shall be used only for residential purposes and Commercial Units for commercial activities permitted by applicable zoning codes which do not cause unreasonable disturbance to other Unit Owners including but not limited to any such disturbance generated by a retail food service business that creates smells, odors or other noxious fumes. Subject to Section 13.6, below, Unit Owners may rent or lease such Units to others for such purposes subject to the Rules and Regulations established by Declarant or as amended from time to time by the Board of Directors of the Association and after Declarant has surrendered control of the Property to the Association.

Section 13.2 <u>Use of Common Elements</u>. There shall be no obstruction of the Common Elements, nor shall anything be kept or stored on any part of the Common Elements by any Unit Owner without the prior written approval of the Association. Nothing shall be altered on, constructed in, or removed from the Common Elements by any Unit Owner without the prior written approval of the Association.

Section 13.3 <u>Prohibition of Increases in Insurable Risks and Certain Activities</u>. Nothing shall be done or kept in any Unit or in or on the Common Elements, or any part thereof, which would result in the cancellation of the

Condominium Declaration For First & Fourth Condominiums - 29

insurance on all or any part of the Condominium Project or in an increase in the rate of the insurance on all or any part of the Condominium Project over what the Association, but for such activity, would pay, without the prior written approval of the Association. Nothing shall be done or kept in any Unit or in or on the Common Elements which would be in violation of any statute, rule, ordinance, regulation, permit, or other imposed requirement of any governmental body having jurisdiction over the Condominium Project. No damage to or waste of the Common Elements shall be committed by any Unit Owner or Occupant, and each Unit Owner shall indemnify and hold the Association and the other Unit Owners harmless against all loss resulting from any such damage or waste caused by him or an Occupant of his Unit. Failure to so indemnify shall be a default by such Unit Owner under this Section. At its own initiative or upon the written request of any Unit Owner (and if the Association determines that further action by the Association is proper), the Association shall enforce the foregoing indemnity in the same manner as a default Assessment levied against such Unit.

Section 13.4 Structural Alterations and Exterior Appearance. No structural alterations to any Unit, including the construction of any additional skylight, window, door or other alteration visible from the exterior of the Unit or to any Common Element shall be made or caused to be made by any Unit Owner without the prior written approval of the Declarant during the Period of Declarant Control and, thereafter, the Association. No window coverings or other improvements, alterations or decorations visible from outside a Unit shall be added by a Unit Owner without the prior written approval of the Declarant during the Period of Declarant Control and, thereafter, the Association, which may adopt written guidelines to address the same. No alteration or relocation of boundaries between adjoining Units shall be made by the Unit Owners without the prior written approval of the Declarant during the Period of Declarant Control and, thereafter, by the Association. The Association shall promulgate Rules and Regulations establishing procedures for the approvals required by this Section 13.4. Such Rules and Regulations shall include, but shall not be limited to, requirements that the applicant submit (a) plans and specifications showing the nature, kind, shape, height, color, materials, and location of the proposed alterations in sufficient detail for the Association and Declarant to review them; and (b) processing and/or review fees, which may include any professional fees the Association or Declarant might incur in retaining architects or engineers to review the plans and specifications. The Rules and Regulations shall specifically consider the impact of the alteration on the harmony of external design and location in relation to surrounding structures and topography.

Section 13.5 <u>Use Restrictions</u>. No animal pens, sheds, fences or other outbuildings or structures of any kind shall be erected by any Unit Owner. No activity shall be allowed which interferes unduly with the peaceful possession and

Condominium Declaration For First & Fourth Condominiums - 30

proper use of the Condominium Project by the Unit Owners, nor shall any fire hazard or unsightly accumulation of refuse be allowed. No animals, birds, insects, or livestock of any kind shall be raised, bred, or kept on or in the Condominium Project. Notwithstanding the foregoing, residents of Units may have up to two (2) domestic dogs and/or cats so long as they do not interfere with the quiet enjoyment of occupants of other Units, or other properly licensed and certified service animals for disabled persons. No lights shall be emitted which are unreasonably bright or cause unreasonable glare; no sound shall be emitted which is unreasonably loud or annoying; and no odor shall be emitted which is noxious or offensive to others.

Section 13.6 <u>Limits on Timesharing / Short-Term Rentals</u>.

- (a) No Unit Owner shall offer to sell or sell any interest in such Unit under a "timesharing" or "interval ownership" plan, or any similar plan without the specific prior written approval of the Declarant during the Period of Declarant Control, and thereafter the Association.
- (b) No Unit Owner shall rent his Unit for any period less than thirty (30) consecutive days ("Short Term Rental") without the written approval of Declarant during the Period of Declarant Control and thereafter the Association Property Manager. All rentals by Residential Unit Owners shall be subject to Rules and Regulations as adopted by the Declarant during the Period of Declarant Control or thereafter by the Association Board of Directors. By purchasing a Unit, each Unit Owner expressly agrees to the limitations contained herein and therein.

Section 13.7 Restriction on Signs. No signs, billboards, posterboards, or advertising structure of any kind shall be displayed, erected, or maintained for any purpose whatsoever except such signs as have been approved by the Declarant during the Period of Declarant Control and, thereafter, the Association. Any signs which are permitted under the foregoing restrictions shall be erected or maintained on the Condominium Project only with the prior written approval of the Declarant during the Period of Declarant Control, and thereafter the Association, which approval shall be given only if such signs are of attractive design and as small a size as reasonably possible and shall be placed or located as directed or approved by the Association. External signage must also comply with applicable restrictions of the City of Hailey.

Section 13.8 <u>Commercial Operations</u>. Each Owner of a Commercial Unit must comply with the Rules and Regulations for commercial establishments as adopted from time to time by the Association; provided, however, that the Association shall not adopt Rules and Regulations that substantially impede or effectively prohibit commercial, professional office and or retail operations.

Condominium Declaration For First & Fourth Condominiums - 31

Section 13.9 Restrictions on Use of Parking and Storage Areas. Owners may enter into a Parking Space Agreement with the Association pursuant to which the Association may allocate or reallocate to a Unit one or more parking spaces as Limited Common Area. No parking shall be permitted at any location on the Property unless specifically designated for parking by the Association. No storage is permitted outside of Units except in specifically designated storage areas. No Owner may use any parking or storage space assigned to another. No Owner may use any parking space for storage or use any parking or storage space for any other purpose or in any manner that obstructs or interferes with any other Owner's parking or storage rights or that constitutes a safety hazard. Without limiting the generality of the powers of the Association with respect to parking or storage, the Association is specifically authorized, but not obligated, to remove any vehicle parked in any area not designated for parking, or any vehicle parked in any space that is assigned to another person or reserved for a specific use, or any vehicle parked in an obstructing or hazardous manner, or any improperly stored or hazardous materials, in all cases at the expense of the Owner or Occupant that owns such vehicle or materials. Expenses incurred by the Association in connection with such removal (and storage, if necessary) shall be a personal obligation of such Owner and, if the Owner fails to pay such amount within seven (7) days after notice to the Owner of the amount owed, then the failure to pay shall be a default by the Owner and such expenses shall automatically become a default Assessment determined and levied against such Unit enforceable by the Association as provided in this Declaration.

ARTICLE 14. EASEMENTS

Section 14.1 <u>Easement of Enjoyment</u>. Every Unit Owner shall have a non-exclusive easement for the use and enjoyment of the Common Elements, which shall be appurtenant to and shall pass with the title to every Unit, subject to the easements set forth in this Article 14 and the easements and restrictions set forth in Article 7 entitled "Unit Owners' Property Rights in Common Elements".

Section 14.2 <u>Delegation of Use</u>. Any Unit Owner may delegate, in accordance with the Condominium Documents, the Unit Owner's right of enjoyment in the Common Elements to an Occupant of the Unit Owner's Unit.

Section 14.3 <u>Recorded Easements</u>. The Property shall be subject to any easements shown on any recorded plat affecting the Property, shown on the recorded Map or reserved or granted under this Declaration.

Section 14.4 <u>Easements for Encroachments</u>. The Condominium Project, and all portions of it, are subject to easements hereby created for encroachments between Units and the Common Elements as follows:

Condominium Declaration For First & Fourth Condominiums - 32

- (a) in favor of all Unit Owners, so that they shall have no legal liability when any part of the Common Elements encroaches upon a Unit;
- (b) in favor of each Unit Owner, so that the Unit Owner shall have no legal liability when any part of his Unit encroaches upon the Common Elements or upon another Unit; and
- (c) in favor of all Unit Owners, the Association, and the Unit Owner of any encroaching Unit for the maintenance and repair of such encroachments.

Encroachments referred to in this Section 14.4 include, but are not limited to, encroachments caused by error or variance from the original plans in the construction of the Improvements or any Unit constructed on the Property, by error in the Map, by settling, rising, or shifting of the earth, or by changes in position caused by repair or reconstruction of any part of the Condominium Project. Such encroachments shall not be considered to be encumbrances upon any part of the Condominium Project; provided, however, that encroachments created by the intentional act of a Unit Owner shall not be deemed to create an easement on the Property and shall be considered an encroachment upon the Condominium Project. Such encroachment shall be removed at Unit Owner's expense immediately upon notice from the Association. In the event such encroachment is not timely removed, the Association may effect removal of the encroachment and the expense thereof shall be a default Assessment to the Unit Owner.

Section 14.5 <u>Utility Easements</u>. There is hereby created a general easement upon, across, over, in, and under all of the Property for ingress and egress and for installation, replacement, repair, and maintenance of all utilities, including but not limited to water, sewer, gas, telephone, electricity, and a cable By virtue of this easement, it shall be expressly communication system. permissible and proper for the companies providing such utilities to erect and maintain the necessary equipment on the Property and to affix and maintain electrical, communications, and telephone wires, circuits, and conduits under the Property. Any utility company using this general easement shall use its best efforts to install and maintain the utilities provided without disturbing the uses of other utilities, the Unit Owners, the Association, and Declarant; shall complete its installation and maintenance activities as promptly as reasonably possible; and shall restore the surface to its original condition as soon as possible after completion of its work. Should any utility company furnishing a service covered by this general easement request a specific easement by separate recordable document, Declarant during the Period of Declarant Control and, thereafter, the Association, shall have the right and authority to grant such easement upon, across, over, or under any part or all of the Property without conflicting with the

terms hereof. The easements provided for in this Section 14.5 shall in no way affect, avoid, extinguish, or modify any other recorded easement on the Property.

Section 14.6 <u>Emergency Access Easement</u>. A general easement is hereby granted to all police, sheriff, fire protection, ambulance, and all other similar emergency agencies or persons to enter upon all streets and upon the Property in the proper performance of their duties.

Section 14.7 <u>Maintenance Easement</u>. An easement is hereby granted to the Association and any Managing Agent and their respective officers, agents, employees and assigns upon, across, over, in, and under the Common Elements and a right to make such use of the Common Elements as may be necessary or appropriate to perform the duties and functions which they are obligated or permitted to perform pursuant to this Declaration.

Section 14.8 <u>Easements of Access for Repair, Maintenance, and Emergencies</u>. Some of the Common Elements are or may be located within the Units or may be conveniently accessible only through the Units. The Unit Owners and the Association shall have the irrevocable right, to be exercised by the Association as the Unit Owners' agent, to have access to each Unit and to all Common Elements from time to time during such reasonable hours as may be necessary for the maintenance, repair, removal, or replacement of any of the Common Elements therein or accessible therefrom or for making emergency repairs therein necessary to prevent damage to the Common Elements or to any Unit. Unless caused by the negligent or willful act or omission of a Unit Owner or Occupant, damage to the interior of any part of a Unit resulting from the maintenance, repair, emergency repair, removal, or replacement of any of the Common Elements or as a result of emergency repair within another Unit at the instance of the Association or of the Unit Owners shall be a Common Expense.

Section 14.9 <u>Easements Deemed Created</u>. All conveyances of Units hereafter made, whether by Declarant or otherwise, shall be construed to grant and reserve the easements contained in this Article 14, even though no specific reference to such easements or to this Article 14 appears in the instrument for such conveyance.

ARTICLE 15. SPECIAL DECLARANT RIGHTS AND ADDITIONAL RESERVED RIGHTS

Section 15.1 <u>Special Declarant Rights</u>. Declarant hereby reserves the right, from time to time, to perform the acts and exercise the rights hereinafter specified (the "Special Declarant Rights"). Declarant's Special Declarant Rights include the following:

Condominium Declaration For First & Fourth Condominiums - 34

- (a) <u>Completion of Improvements</u>. The right to complete improvements indicated on Plats and Maps filed with this Declaration.
- (b) <u>Construction Easements</u>. The right to use easements through the Common Elements for the purpose of making improvements within the Condominium Project.
- (c) <u>Amendment of Declaration and/or Plat</u>. The right to Amend this Declaration and or to amend the Plat in connection with the exercise of its development rights.
- (d) <u>Signs</u>. The right to maintain signs on the Common Elements advertising the Condominium Project.
- (e) <u>Post-Sales</u>. The right to use the Common Elements to maintain customer relations and provide post-sale services to Unit Owners.
- (f) <u>Parking/Storage</u>. The right to use and to allow others to use all parking and storage areas in connection with its marketing efforts.
- Section 15.2 <u>Additional Reserved Rights</u>. In addition to the Special Declarant Rights set forth in Section 15.1 above, Declarant also reserves the following additional rights (the "<u>Additional Reserved Rights</u>"):
 - (a) <u>Dedications</u>. The right to establish, from time to time, by dedication or otherwise, utility and other easements for purposes including but not limited to streets, paths, walkways, ski-ways, drainage, recreation areas, parking areas, driveways, ducts, shafts, flues, conduit installation areas, and to create other reservations, exceptions and exclusions for the benefit of and to serve the Unit Owners within the Condominium Project.
 - (b) <u>Use Agreements</u>. The right to enter into, establish, execute, amend, and otherwise deal with contracts and agreements for the use, lease, repair, maintenance or regulation of parking and/or common facilities for the benefit of the Unit Owners and/or the Association.
 - (c) <u>Easement Rights</u>. The rights to an easement through the Common Elements as may be reasonably necessary for the purpose of discharging Declarant's obligations arising under this Declaration or the Act.
 - (d) Other Rights. The right to exercise any Additional Reserved Right created by any other provision of this Declaration.

Section 15.3 <u>Limitations on Special Declarant Rights and Additional Reserved Rights</u>. Unless sooner terminated by an amendment to this Declaration executed by the Declarant, any Special Declarant Right or Additional Reserved Rights may be exercised by the Declarant so long as the Declarant (a) is obligated under any warranty or obligation; (b) owns any Unit; or (c) holds a Security Interest in any Unit(s); provided, however, all Special Declarant Rights and Additional Reserved Rights shall terminate ten (10) years after the date of recording this Declaration. Earlier termination of certain rights may occur pursuant to requirements of the Act.

Section 15.4 <u>Interference with Special Declarant Rights</u>. Neither the Association nor any Unit Owners may take any action or adopt any rule and/or regulation that will interfere with or diminish any Special Declarant Rights or Additional Reserved Rights without the prior written consent of the Declarant.

Section 15.5 <u>Rights Transferable</u>. Any Special Declarant Rights or Additional Reserved Right created or reserved under this Article 15 for the benefit of Declarant may be transferred to any person by an instrument describing the rights transferred and recorded in the Records. Such instrument shall be executed by the transferor Declarant and the transferee.

ARTICLE 16. INSURANCE

Section 16.1 <u>Coverage</u>. Commencing not later than the first conveyance of a Unit to a purchaser and to the extent reasonably available, the Association shall obtain and maintain insurance coverage as set forth in this Article. If such insurance is not reasonably available, and the Board of Directors determines that any insurance described herein will not be maintained, the Board of Directors shall promptly cause notice of that fact to be hand delivered or sent prepaid by United States mail to all Unit Owners and Eligible First Mortgagees at their respective last known addresses.

- (a) <u>Property Insurance</u>. The Association shall maintain property insurance on the Condominium Project for broad form covered causes of loss in amount of insurance not less than the full insurable replacement cost of the insured property less applicable deductibles at the time insurance is purchased and at each renewal date, exclusive of land, excavations, foundations, and other items normally excluded from property insurance policies.
- (b) <u>Liability Insurance</u>. The Association shall maintain commercial general liability insurance against claims and liabilities arising in connection with the ownership, existence, use, or management of the Condominium

Project, insuring the Board of Directors, the Association, the Managing Agent, and their respective employees, agents and all persons acting as agents. The Declarant shall be included as an additional insured in such Declarant's capacity as a Unit Owner and member of the Board of Directors. Unit Owners and Eligible First Mortgagees shall be included as additional insureds but only for claims and liabilities arising in connection with the ownership, existence, use, or management of the Common Elements or membership in the Association. The insurance shall cover claims of one or more insured parties against the other insured parties.

- (c) <u>Fidelity Insurance</u>. The Association shall maintain fidelity insurance on all persons who control or disburse funds of the Association. Coverage shall not be less in the aggregate than two months' current Assessments plus reserves, as calculated from the current budget of the Association. Any person employed as an independent contractor by the Association, including the Managing Agent must obtain and maintain fidelity insurance in like amount for the benefit of the Association unless the Association names such person as an insured employee in the policy of fidelity insurance specified above.
- (d) Other Insurance. The Board of Directors may also procure insurance against such additional risks of a type normally carried with respect to properties of comparable character and use that the Board of Directors deems reasonable and necessary in order to protect the Condominium Project, the Association and the Unit Owners.
- (e) <u>Unit Owners' Policies</u>. Each Unit Owner may obtain additional insurance at his own cost for his own benefit so long as all such policies shall contain waivers of subrogation and provide further that the liability of the carriers issuing insurance to the Association hereunder shall not be effected or diminished by reason of any such insurance carried by any Unit Owner.

Section 16.2 <u>Required Provisions</u>. All insurance policies carried pursuant to the requirements of this Article 16 must provide that:

- (a) each Unit Owner and each Eligible First Mortgagee is an insured person under the policy with respect to liability arising out of such Unit Owner's interest in the Common Elements or membership in the Association:
- (b) the insurer waives its rights to subrogation under the policy against any Unit Owner or member of his household;

Condominium Declaration For First & Fourth Condominiums - 37

- (c) no act or omission by any Unit Owner or Eligible First Mortgagee, unless acting within the scope of such Unit Owner's authority on behalf of the Association, will void the policy or be a condition to recovery under the policy;
- (d) if, at the time of a loss under the policy, there is other insurance in the name of a Unit Owner covering the risks covered by the policy, the Association's policy provides primary insurance;
- (e) any loss covered by the policies must be adjusted with the Association:
- (f) the insurance proceeds for any loss shall be payable to an insurance trustee designated for that purpose, or otherwise to the Association and not to any holder of a Security Interest;
- (g) the insurer shall issue certificates or memoranda of insurance to the Association and, upon request, to any Unit Owner or holder of a Security Interest; and
- (h) the insurer issuing the policy may not cancel or refuse to renew it until thirty (30) days after notice of the proposed cancellation or non-renewal has been mailed to the Association and any Unit Owner(s) and holder(s) of Security Interests to whom a certificate or memorandum of insurance has been issued at their respective last known addresses.

Section 16.3 <u>Adjustment of Claims</u>. The Association may adopt and establish written nondiscriminatory policies and procedures relating to the submission of claims, responsibility for deductibles, and any other matters of claims adjustment. To the extent the Association settles a property insurance claim, it shall have the authority to assess negligent Unit Owners causing such loss or benefitting from such repair or restoration all deductibles paid by the Association. In the event more than one Unit is damaged by a loss, the Association in its reasonable discretion may assess each Unit Owner a pro rata share of any deductible paid by the Association.

Section 16.4 <u>Copies of Policies</u>. A copy of each insurance policy obtained by the Association shall be made available for inspection by any Unit Owner or Eligible First Mortgagee at reasonable times.

ARTICLE 17. RESTORATION UPON DAMAGE OR DESTRUCTION

Section 17.1 <u>Duty to Restore</u>. Any portion of the Condominium Project, for which insurance is required under the Act or for which insurance carried by the

Condominium Declaration For First & Fourth Condominiums - 38

Association is in effect, that is damaged or destroyed must be repaired or replaced promptly by the Association unless:

- (a) the Condominium Project is terminated;
- (b) repair or replacement would be illegal under a state statute or municipal ordinance governing health or safety;
- (c) seventy-five percent (75%) of the Unit Owners, including every Owner of a Unit or assigned Limited Common Element that will not be rebuilt, vote not to rebuild; or
- (d) prior to the conveyance of any Unit to a purchaser, the holder of a Security Interest on the damaged portion of the Condominium Project rightfully demands all or a substantial part of the insurance proceeds.

In the event the Condominium Project is not repaired or replaced as allowed by Subparagraphs (a), (b) and (c) above, then the Real Estate in the Condominium Project shall be sold and the proceeds distributed pursuant to the procedures provided for in the Act for termination of condominium projects.

Section 17.2 <u>Cost</u>. The cost of repair or replacement in excess of insurance proceeds and reserves is a Common Expense.

Section 17.3 <u>Plans</u>. The Property must be repaired and restored in accordance with either the original plans and specifications or other plans and specifications which have been approved by the Board of Directors and a Majority of Owners.

Section 17.4 Replacement of Less Than Entire Property. If the entire Condominium Project is not repaired or replaced, the insurance proceeds attributable to the damaged Common Elements shall be used to restore the damaged area to a condition compatible with the remainder of the Condominium Project and, except to the extent that other persons will be distributees:

- (a) the insurance proceeds attributable to a Unit and Limited Common Elements that are not rebuilt must be distributed to the Unit Owner of the Unit and the Unit Owner of the Unit to which the Limited Common Elements were allocated, or to holders of Security Interests, as their interests may appear;
- (b) the remainder of the proceeds must be distributed to each Unit Owner or holders of Security Interests, as their interests may appear, in

proportion to the Allocated Interests in the Common Elements of all the Units; and

(c) if the Unit Owners vote not to rebuild a Unit, the Allocated Interests of the Unit are reallocated upon the vote as if the Unit had been condemned, and the Association promptly shall prepare, execute and record an amendment to this Declaration reflecting the reallocations.

Section 17.5 <u>Insurance Proceeds</u>. The insurance trustee, or if there is no insurance trustee, then the Board of Directors, acting by the President, shall hold any insurance proceeds in trust for the Association, Unit Owners and holders of Security Interests as their interest may appear. Subject to the provisions of the Sections above, the proceeds shall be disbursed first for the repair or restoration of the damaged Property, and the Association, Unit Owners and holders of Security Interests are not entitled to receive payment of any portion of the proceeds unless there is a surplus of proceeds after the Property has been completely repaired or restored, or the Condominium Project is terminated, in which event the surplus proceeds will be distributed as provided in this Declaration.

Section 17.6 <u>Certificates by the Board of Directors</u>. The insurance trustee, if any, may rely on the following certifications in writing made by the Board of Directors:

- (a) whether or not damaged or destroyed Property is to be repaired or restored; and
- (b) the amount or amounts to be paid for repairs or restoration and the names and addresses of the parties to whom such amounts are to be paid.

Section 17.7 <u>Certificates by Attorneys or Title insurance Companies</u>. If payments are to be made to Unit Owners or holders of Security Interests, the Board of Directors, and the insurance trustee, if any, shall obtain and may rely on a title insurance company or attorney's certificate of title or a title insurance policy based on a search of the Records from the date of recording of this Declaration stating the names of the Unit Owners and the holders of Security Interest.

ARTICLE 18. CONDEMNATION

If all or part of the Condominium Project is taken by any power having the authority of eminent domain, all compensation and damages for and on account of the taking shall be payable in accordance with the provisions on eminent domain in the Act.

Condominium Declaration For First & Fourth Condominiums - 40

ARTICLE 19. MORTGAGEE PROTECTIONS

Section 19.1 <u>Introduction</u>. This Article 19 establishes certain standards and covenants which are for the benefit of First Mortgagees. This Article 19 is supplemental to, and not in substitution for, any other provisions of this Declaration, but in the case of any conflict, this Article shall control.

Section 19.2 <u>Percentage of First Mortgagees</u>. Unless specifically provided otherwise, wherever in this Declaration the approval or consent of a specified percentage of Eligible First Mortgagees is required, it shall mean the approval or consent of sixty-seven percent (67%) of Eligible First Mortgagees. Each Eligible First Mortgagee shall be entitled to one vote for each Security Interest held by such Eligible First Mortgagee.

Section 19.3 <u>Notice of Actions</u>. If requested in writing to do so, the Association shall give prompt written notice of the following to each Eligible First Mortgagee making such request:

- (a) any condemnation loss or any casualty loss which affects a material portion of the Common Elements or any Unit in which an interest is held by the Eligible First Mortgagee;
- (b) any delinquency in the payment of Assessments which remains uncured for sixty (60) days by a Unit Owner whose Unit is encumbered by a Security Interest held by such Eligible First Mortgagee;
- (c) any lapse, cancellation, or material modification of any insurance policy or fidelity bond maintained by the Association;
- (d) any proposed action which would require the consent of Eligible First Mortgagees as set forth in this Article;
 - (e) any judgment rendered against the Association; and
 - (f) a copy of any financial statement of the Association.

Section 19.4 <u>Consent Required</u>. The Association may not take any of the following actions, except as such rights have been specifically reserved by Declarant under the provisions of this Declaration, without the consent of sixty-seven percent (67%) of the Eligible First Mortgagees:

(a) sale, conveyance or encumbrance of the Common Elements (provided, however, that the granting of easements for public utilities, for construction and maintenance of roads within the Condominium Project, or

Condominium Declaration For First & Fourth Condominiums - 41

for other purposes provided for in this Declaration will not be deemed a transfer within the meaning of this clause);

- (b) restoration or repair of the Condominium Project (after hazard damage or partial condemnation) in a manner other than that specified in this Declaration:
- (c) termination of this Declaration for reasons other than substantial destruction or condemnation, subject to the approval percentages required for such termination;
- (d) merger of the Condominium Project with any other common interest community; or
- (e) any action not to repair or to replace the Common Elements except as permitted in this Declaration.

Section 19.5 <u>Notice of Objection</u>. Unless an Eligible First Mortgagee provides the Secretary of the Association with written notice of its objection, if any, to any proposed amendment or action requiring the approval of Eligible First Mortgagees within thirty (30) days following the receipt of notice of such proposed amendment or action, the Eligible First Mortgagee will be deemed conclusively to have consented to or approved the proposed amendment or action.

Section 19.6 First Mortgagees' Rights.

- (a) Advances. First Mortgagees, jointly or singly, may pay taxes or other charges which are in default and which may or have become a charge against any of the Common Elements or improvements thereon, and may pay overdue premiums on hazard insurance policies, or secure new hazard insurance coverage on the lapse of a policy, for the Common Elements. First Mortgagees making such payments shall be owed immediate reimbursement from the Association.
- (b) <u>Cure Rights</u>. First Mortgagees shall be entitled to cure any delinquency of the Unit Owner encumbered by a First Mortgage in the payment of Assessments. In that event, the First Mortgagee shall be entitled to obtain a release from the lien imposed or perfected by reason of such delinquency.
- (c) <u>Priority</u>. No provision of the Condominium Project documents gives a Condominium Unit Owner or any other party priority over any rights of the First Mortgagee of the Condominium Unit pursuant to its mortgage in the case of payment to the Unit Owner of insurance proceeds or

condemnation awards for losses to or a taking of Condominium Units and/or Common Elements.

Section 19.7 <u>Limitations on First Mortgagee's Rights</u>. No requirement for approval or consent by a First Mortgagee provided in this Article 19 shall operate to:

- (a) deny or delegate control over the general administrative affairs of the Association by the Unit Owners or the Board of Directors;
- (b) prevent the Association or Board of Directors from commencing, intervening and/or settling any legal proceeding; or
- (c) prevent any insurance trustee or the Association from receiving and distributing any insurance proceeds in accordance with the requirements of Article 18 entitled "Restoration Upon Damage or Destruction".

Section 19.8 <u>Special Declarant Rights</u>. No provision or requirement of this Article 19 entitled "Mortgagee Protections" shall apply to any Special Declarant Rights reserved to Declarant in this Declaration.

ARTICLE 20. DURATION OF COVENANTS; AMENDMENT AND TERMINATION

Section 20.1 <u>Term</u>. This Declaration and any amendments or supplements to it shall remain in effect from the date of recordation for a period of fifty (50) years. Thereafter, this Declaration shall be automatically extended for successive periods of ten (10) years each, unless otherwise terminated or modified as provided in this Article.

Section 20.2 <u>Amendment of Declaration</u>. Except to the extent that this Declaration and the Act expressly permit or require amendments that may be executed by the Declarant or by the Association, this Declaration (including the Map) may be amended only by a vote or agreement of Unit Owners to which more than sixty-seven percent (67%) of the votes in the Association are allocated.

Section 20.3 Execution of Amendments; Expenses. Any amendment shall be prepared, executed and recorded either by the Declarant or by an officer of the Association designated for that purpose or, in the absence of a designation, by the President of the Association. All expenses associated with preparing and recording an amendment to this Declaration shall be the sole responsibility of: (a) any Unit Owners desiring an amendment as provided for in this Declaration or the Act; (b) the Declarant, to the extent the right to amend this Declaration is reserved

Condominium Declaration For First & Fourth Condominiums - 43

to the Declarant and exercised by the Declarant; or (c) in all other cases by the Association as a Common Expense.

Section 20.4 <u>When Modifications Permitted</u>. Notwithstanding the provisions of Section 20.2 above, no amendment or termination of this Declaration shall be effective in any event during the Period of Declarant Control, unless the written approval of Declarant is first obtained.

Section 20.5 Recording of Amendments. Any amendment to this Declaration made in accordance with this Article 20 shall be immediately effective upon the recording of the executed amendment in the Records together with a duly authenticated certificate of the Declarant or the Secretary of the Association stating that the required vote of Unit Owners, if any, and required consents of First Mortgagees (and/or Eligible First Mortgagee, as applicable) were obtained and are on file in the office of the Association. The amendment must be indexed in the grantee's index in the name of the Condominium Project and the Association and in the grantor's index in the name of each person or entity executing the Amendment.

Section 20.6 <u>Rights of Eligible First Mortgagees</u>. To the extent allowed by the Act, Eligible First Mortgagees shall have the rights to approve specified action of the Unit Owners or the Association as a condition to the effectiveness of those actions as provided in Article 19 entitled "Mortgagee Protections".

Section 20.7 <u>Termination of the Condominium Project</u>. The Condominium Project may only be terminated as provided in the Act.

ARTICLE 21. MISCELLANEOUS

Section 21.1 <u>Enforcement</u>. Enforcement of the covenants, conditions, restrictions, easements, reservations, rights-of-way, and other provisions contained in this Declaration and the other Condominium Documents shall be through any proceedings at law or in equity brought by any aggrieved Unit Owner, the Association, or Declarant against the Association or any Unit Owner. Such actions may seek remedy by injunction or restraint of a violation or attempted violation, or an action for damages, or any of them, without the necessity of making an election.

Section 21.2 <u>Notices</u>. All notices, demands, or other communications required or permitted to be given hereunder shall be in writing, and any and all such items shall be deemed to have been duly delivered upon personal delivery; upon actual receipt, in the case of notices forwarded by certified mail, return receipt requested, postage prepaid; as of 12:00 Noon on the immediately following business day after deposit with Federal Express or a similar overnight courier

Condominium Declaration For First & Fourth Condominiums - 44

service; or as of the third business hour (a business hour being one of the hours from 8:00 a.m. to 5:00 p.m. on business days) after transmitting by telecopier. Notices by email shall be valid only if all parties to the communication have consented to notice by email.

Section 21.3 <u>Nonwaiver</u>. Failure by Declarant, the Association, or any Unit Owner or Eligible First Mortgagee to enforce any covenant, condition, restriction, easement, reservation, right-of-way, or other provision contained in the Condominium Documents shall in no way or event be deemed to be a waiver of the right to do so thereafter.

Section 21.4 <u>Severability</u>. The provisions of this Declaration shall be deemed to be independent and severable, and the invalidity of any one or more of the provisions of it by judgment or court order or decree shall in no way affect the validity or enforceability of any of the other provisions, which provisions shall remain in full force and effect. Any provision which would violate the rule against perpetuities and the rule prohibiting unlawful restraints on alienation shall be construed in a manner as to make this Declaration valid and enforceable.

Section 21.5 <u>Number and Gender</u>. Unless the context provides or requires to the contrary, the use of the singular herein shall include the plural, the use of the plural shall include the singular, and the use of any gender shall include all genders.

Section 21.6 <u>Captions</u>. The captions to the Articles and Sections and the Table of Contents at the beginning of this Declaration are inserted only as a matter of convenience and for reference, and are in no way to be construed to define, limit, or otherwise describe the scope of this Declaration or the intent of any provision of this Declaration.

Section 21.7 <u>Conflicts in Legal Documents</u>. In case of conflicts between the provisions in this Declaration and the Articles of Incorporation or the Bylaws, this Declaration shall control. In case of conflicts in the provisions in the Articles of Incorporation and the Bylaws, the Articles of Incorporation shall control.

Section 21.8 <u>Exhibits</u>. All the Exhibits attached to and described in this Declaration are incorporated in this Declaration by this reference.

Section 21.9 <u>Choice of Law</u>. This Declaration shall be construed and interpreted in accordance with the laws of the State of Idaho.

[end of text – signature appears on following page]

Condominium Declaration For First & Fourth Condominiums - 45

Executed as of the	day of	2022	
	Waypoint Pearl, L	LC, an Idaho limited li	ability company
	By: Jack E. Barite	au, Jr., Managing Me	mber
STATE OF IDAHO)		
OTATE OF IDAMO	ss ,		
County of Blaine)		
state, personally app	peared Jack E. Bari f Waypoint Pearl, LL	2022, before me, a nota teau, Jr., known or ide .C, and the person that y company.	ntified to me to be the
IN WITNESS the day and year in the	_	nereunto set my hand an ove written.	d affixed my official seal
	Notary Publ	ic for Idaho	
	Residing at		
	My commiss	sion expires	

EXHIBIT A TO DECLARATION

Legal Description

Lot 1B, Block 57, City of Ketchum Blaine County, Idaho

EXHIBIT B TO DECLARATION

TABLE OF ALLOCATED INTERESTS (TO BE FINALIZED PRIOR TO RECORDATION OF THE FINAL CC&R DECLARATION)

Percentage Percentage Vote in the affairs of Common Elements Common Expenses Association

Commercial Units

Residential Units

100 percent

100 percent

100

EXHIBIT C TO DECLARATION

ARTICLES

EXHIBIT D TO DECLARATION

BYLAWS

BYLAWS

OF

FIRST & FOURTH CONDOMINIUM OWNERS' ASSOCIATION, INC.

CONTENTS

Article 1 FORMATION	OF THE CORPORATION	1
Section 1.1	Formation.	1
Section 1.2	Registered Office.	1
Section 1.3	Principal Office; Other Offices.	1
Section 1.4	Corporate Seal	1
Section 1.5	Declaration.	2
Section 1.6	Other Definitions	2
Article 2 MEMBERSHIP	; VOTING RIGHTS	2
Article 3 MEMBERS' MI	EETINGS	2
Section 3.1	Place of Meetings.	2
Section 3.2	Annual Meetings.	2
Section 3.3	Special Meetings.	3
Section 3.4	Notice of Meetings.	3
Section 3.5	Waiver of Notice.	3
Section 3.6	Quorum.	3
Section 3.7	Adjournment and Notice of Adjourned Meetings	4
Section 3.8	Proxies.	4
Section 3.9	Voting Rights.	4
Section 3.10	Corporation's Acceptance of Votes	5
Section 3.11	List of Members.	5
Section 3.12	Conduct of Meeting	6
Section 3.13	Action Without Meeting.	6
Section 3.14	Nomination of Directors.	6
Article 4 DIRECTORS		7
Section 4.1	Powers.	7
Section 4.2	Variable Range-Size Board; Qualifications	7
Section 4.3	Term	7
Section 4.4	Resignation	7

	Section 4.5	Removal by Members
	Section 4.6	Removal by Board 8
	Section 4.7	Removal Arising our of Court Action 8
	Section 4.8	Newly Created Directorships and Vacancies 8
	Section 4.9	Meetings
	Section 4.10	Quorum and Voting
	Section 4.11	Action Without a Meeting9
	Section 4.12	Conduct of Meetings9
	Section 4.13	Fees and Compensation
	Section 4.14	Standards for Directors
	Section 4.15	Powers and Duties of Board
	Section 4.16	Committees
Article 5 (DEFICERS	11
Article 5 (Section 5.1	Offices Designated11
	Section 5.2	Tenure and Duties of Officers
	Section 5.3	Resignations
	Section 5.4	Removal
	Section 5.5	Compensation12
	Section 5.6	Standards of Conduct
	A OGEGGA AENIT	12
Article 6	ASSESSMENT Section 6.1	S
	Section 6.1	Liability for Assessments, Conection.
Article 7 l	NDEMNIFICA	ATION OF DIRECTORS AND OFFICERS14
	Section 7.1	Scope of Indemnification
	Section 7.2	Mandatory Indemnification of Directors
	Section 7.3	Further Indemnification of Directors
	Section 7.4	Advance for Expenses
	Section 7.5	Determination of Indemnification
	Section 7.6	Indemnification of Officers
	Section 7.7	Insurance
	Section 7.8	Definitions 15

Section 7.	9 Amendments	16
Section 7.	10 Saving Clause	16
Article 8 NOTICES		16
Section 8.	1 Methods of Notice	16
Section 8.	2 Notice to Corporation	16
Section 8.	3 Effective Date of Notice	16
Section 8.	4 Address Unknown	17
Section 8.	5 Affidavit of Mailing	17
Section 8.	6 Failure to Receive Notice	17
Section 8.	7 Exception to Notice Requirement	17
Article 9 RECORDS	AND REPORTS	18
Section 9.	1 Corporate Records	18
Article 10 GENERAL	L PROVISIONS	18
Section 10	0.1 Amendment by Board of Directors or Members	s 18
Section 10	0.2 Interpretation; Severability	19
Section 10	0.3 Fiscal Year.	19
Section 10	0.4 Proof of Membership	19
Section 10	0.5 Absentee Ballots	19
Section 10	0.6 Reserves.	19

BYLAWS

OF

FIRST & FOURTH CONDOMINIUM OWNERS' ASSOCIATION, INC.

THESE BYLAWS of First & Fourth Condominium Owners' Association, Inc., an Idaho nonprofit corporation, were adopted and are effective as of the ____ day of _____, 2022. Capitalized terms used and not otherwise defined herein have the meanings set forth on in the Declaration, as defined herein in Section 1.5.

Article 1 FORMATION OF THE CORPORATION

Section 1.1 Formation.

On ______, the Corporation was organized as an Idaho nonprofit corporation by executing and delivering the Articles of Incorporation to the Idaho Secretary of State in accordance with and pursuant to the Act.

Section 1.2 Registered Office.

The registered office of the First & Fourth Condominium Owners' Association, Inc. (the "Corporation") required by the Idaho Nonprofit Corporation Act ("Act") to be continuously maintained in the state of Idaho may, but need not, be the same as any of its principal places of business in the state of Idaho. In any case, the Corporation's registered office shall be the business office of the registered agent required by the Act to be continuously maintained in the state of Idaho. The address of the registered office may be changed from time to time by the Board of Directors or the President of the Corporation by delivering a statement to the Idaho Secretary of State containing the information acquired by the Act or by indicating such change in the annual report required by the Act to be filed with the Secretary of State.

Section 1.3 Principal Office; Other Offices.

The principal office of the Corporation shall be 675 Sun Valley Road, Suite L, Ketchum, Idaho. The Corporation may also have and maintain an office or principal place of business in Idaho, or at such other place as may be fixed by the Board of Directors, and may also have offices at such other places, both within and without the state of Idaho, as the Board of Directors may from time to time determine or the business of the Corporation may require.

Section 1.4 Corporate Seal.

The Corporation may have a corporate seal, which may be altered at will by the Board of Directors. The seal may be used by causing it or a facsimile thereof to be impressed or affixed or in any other manner reproduced.

Section 1.5 Declaration.

The "Declaration" shall mean, collectively, the Declaration of Covenants, Conditions and Restrictions for the First & Fourth Condominiums and any amendments or supplements recorded or to be recorded pursuant thereto, and applicable to the condominium development commonly known and referred to as the FIRST & FOURTH CONDOMINIUM DEVELOPMENT located in the County of Blaine, State of Idaho, legally described as set forth in Exhibit "A" attached hereto.

Section 1.6 Other Definitions.

Each and every definition set forth in Section 1 of the Declaration shall have the same meaning herein as therein, and each and every such definition is incorporated by reference herein and made a part hereof.

Article 2 MEMBERSHIP; VOTING RIGHTS

The qualification for membership, the classes of membership and the voting rights of members shall be as set forth in Article 8 of the Declaration, all of which are hereby incorporated by reference herein as if set forth in full.

Article 3 MEMBERS' MEETINGS

Section 3.1 Place of Meetings.

The Board of Directors may designate any place, either within or without the state of Idaho, as the place of meeting for any annual meeting or for any special meeting of members called by or at the direction of the Board of Directors. A waiver of notice signed by all members entitled to vote at a meeting may designate any place, either within or without the state of Idaho, as the place for the holding of such meeting. If no place is designated by the Board of Directors or if a special meeting be called otherwise than by or at the direction of the Board of Directors, the place of meeting shall be the principal office of the Corporation.

Section 3.2 Annual Meetings.

The annual meeting of the members of the Corporation shall be held on the fourth Monday (or the following day, should this fall on a legal holiday) in the month of December in each year at 3:00 p.m., at the principal office, or on such other date and at such other time which may from time to time be designated by the Board of Directors, for the purpose of electing directors and for the transaction of such other business as may properly come before the meeting. The failure to hold an annual meeting at the time stated or otherwise designated as provided herein shall not affect the validity of any corporate action.

Section 3.3 Special Meetings.

Special meetings of the members of the Corporation may be called at any time, for any purpose or purposes, by a majority of the quorum of the Board of Directors or the President of the Corporation or by the holders of at least twenty five percent (25%) of the votes entitled to be cast on any issue proposed to be considered at the meeting (provided that such holders sign, date and deliver to the Corporation one or more written demands for the meeting describing the purpose(s) for which it is to be held) or by the person or persons authorized to do so by the Articles of Incorporation. Special meetings of the members of the Corporation may not be called by any other person or persons.

Section 3.4 Notice of Meetings.

The Corporation shall notify members of the date, time and place of each annual and special members' meeting and, in case of a special meeting, a description of the purpose or purposes for which the meeting is called, no fewer than ten (10) nor more than sixty (60) days before the meeting date. Unless otherwise required by law or the Articles of Incorporation, the Corporation is required to give notice of a meeting only to members entitled to vote at the meeting. Notice of a special meeting must include a description of the purpose or purposes for which the meeting is called. Only business within the purpose(s) described in the special meeting notice may be conducted at such special meeting. Notice shall be given to each member at either: (i) the address of their respective unit; or (ii) the address supplied by the member to the Corporation.

Section 3.5 Waiver of Notice.

Notice of any meeting of members may be waived in writing, signed by the person entitled to notice thereof and delivered to the Corporation for inclusion in the corporate minutes or filing with the corporate records, either before or after the date and time stated in the notice. A member's attendance at a meeting waives objection to lack of notice or defective notice of the meeting unless the member at the beginning of the meeting objects to holding the meeting or transacting business at the meeting, and further waives objection to consideration of a particular matter at the meeting that is not within the purpose of purposes described in the meeting notice unless the member objects to considering the matter when it is presented. Any member so waiving notice of such meeting shall be bound by the proceedings of any such meeting in all respects as if due notice hereof had been given.

Section 3.6 Quorum.

Unless the Act or the Articles of Incorporation impose a greater requirement, twenty percent (20%) of the votes, represented in person or by proxy, entitled to be cast on a matter shall constitute a quorum. Unless one-third (1/3) or more of the voting power is present in person or by proxy, the only matters that may be voted upon at an annual or special meeting of members are those matters that are enumerated in the meeting notice.

Section 3.7 Adjournment and Notice of Adjourned Meetings.

Any meeting of members at which a quorum is not present may be adjourned to a time not less than forty-eight (48) hours nor more than thirty (30) days from the time the original meeting was called. Any meeting of members at which a quorum is present, whether annual or special, may be adjourned from time to time by the vote of a majority of the votes entitled to be cast at the meeting not less than forty-eight (48) hours nor more than thirty (30) days from the time the original meeting was called. If an annual or special members' meeting is adjourned to a different date, time or place, notice need not be given of the new date, time or place if the new date, time or place is announced at the meeting before adjournment. If a new record date for the adjourned meeting is or must be fixed, however, notice of the adjourned meeting must be given under this Section to persons who are members as of the new record date. At the adjourned meeting the Corporation may transact any business which might have been transacted at the original meeting.

Section 3.8 Proxies.

At all meetings of members, a member may vote either in person or by proxy. A member may appoint a proxy to vote or otherwise act for the member by signing an appointment form or by an electronic transmission, either personally or by the member's attorney-in-fact. electronic transmission must contain or be accompanied by information from which one can reasonable verify that the member, the member's agent, or the member's attorney-in-fact authorized the transmission. An appointment of proxy is effective upon receipt, before or at the time of the meeting, by the inspector of election or the officer or agent of the Corporation authorized to tabulate votes. No proxy shall be valid after eleven (11) months from the date of its execution, unless otherwise provided in the appointment form, but in no event can be valid for more than three (3) years. An appointment of a proxy is revocable in accordance with the provisions of the Act. The death or incapacity of the member appointing a proxy does not affect the right of the Corporation to accept the proxy's authority unless notice of the death or incapacity is received by the inspector of election or the officer or agent of the Corporation authorized to tabulate votes before the proxy exercises the proxy's authority under the appointment. Subject to the acceptance of votes and to any express limitation on the proxy's authority stated in the appointment form or electronic transmission, the Corporation is entitled to accept the proxy's vote or other action as that of the member making the appointment. Proxy voting shall not be permitted when member votes are solicited by written ballot to be cast without a meeting.

Section 3.9 Voting Rights.

Except as otherwise provided by law, only persons in whose names shares stand on the records of the Corporation on the record date, as provided in these Amended and Restated Bylaws, shall be entitled to vote on any matter. Unless the Articles of Incorporation provide otherwise, each member is entitled to one (1) vote on each matter voted on at a members' meeting. If a quorum exists, action on a matter, other than the election of directors, is approved if the votes cast favoring the action exceed the votes cast opposing the action, unless the Articles of Incorporation or the Act require a greater number of affirmative votes. Unless otherwise provided in the Articles of Incorporation, directors are elected by a plurality of the votes cast by

the shares entitled to vote in the election at a meeting at which a quorum is present. Members shall have no right to cumulate their votes for directors.

Section 3.10 Corporation's Acceptance of Votes.

- (1) If the name signed on a vote, consent, waiver, or proxy appointment corresponds to the name of a member, the Corporation if acting in good faith is entitled to accept the vote, consent, waiver, or proxy appointment and give it effect as the act of the member.
- (2) If the name signed on a vote, consent, waiver, or proxy appointment does not correspond to the name of its member, the Corporation if acting in good faith is nevertheless entitled to accept the vote, consent, waiver, or proxy appointment and give it effect as the act of the member if:
 - (a) The member is an entity and the name signed purports to be that of an officer or agent of the entity;
 - (b) The name signed purports to be that of an administrator, executor, guardian, or conservator representing the member and, if the Corporation requests, evidence of fiduciary status acceptable to the Corporation has been presented with respect to the vote, consent, waiver, or proxy appointment;
 - (c) The name signed purports to be that of a receiver or trustee in bankruptcy of the member and, if the Corporation requests, evidence of this status acceptable to the Corporation has been presented with respect to the vote, consent, waiver, or proxy appointment;
 - (d) The name signed purports to be that of a pledgee, beneficial owner, or attorney-in-fact of the member and, if the Corporation requests, evidence acceptable to the Corporation of the signatory's authority to sign for the member has been presented with respect to the vote, consent, waiver, or proxy appointment;
 - (e) Two or more persons are the member as cotenants or fiduciaries and the name signed purports to be the name of at least one of the co-owners and the person signing appears to be acting on behalf of all the co-owners.
- (3) The Corporation is entitled to reject a vote, consent, waiver, or proxy appointment if the inspector of election or the officer or agent of the Corporation authorized to tabulate votes, acting in good faith, has reasonable basis for doubt about the validity of the signature on it or about the signatory's authority to sign for the member.

Section 3.11 List of Members.

After fixing a record date for a meeting, the Corporation shall prepare an alphabetical list of the names of all its members who are entitled to notice of such meeting. The list must show the address and the number of votes each member is entitled to. The members' list must be available for inspection by any member, beginning two (2) business days after notice of the

meeting is given and continuing through the meeting, at the Corporation's principal office or at a place identified in the meeting notice in the city where the meeting will be held. A member, a member's agent, or attorney is entitled on written demand to inspect and, subject to the requirements of Act, to copy the list, during regular business hours and at the member's expense, during the period it is available for inspection. The Corporation shall make the members' list available at the meeting; and any member, member's agent, or attorney is entitled to inspect the list at any time during the meeting or any adjournment. Refusal or failure to prepare or make available the members list does not affect the validity of action taken at the meeting.

Section 3.12 Conduct of Meeting.

At every meeting of members, the Presidents, or, if a Chairman has not been appointed or is absent, the President or, if the President is absent, the most senior executive officer present, or in the absence of any such officer, a chairman of the meeting chosen by a majority in interest of the members entitled to vote, present in person or by proxy, shall act as chairman. The Secretary shall act as secretary of the meeting. The order of business shall be as follows: (i) roll call; (ii) proof of notice of meeting or waiver of notice; (iii) reading of minutes of preceding meeting; (iv) reports of board of officers; (v) election of directors, if any are to be elected; (vi) unfinished business; and (vii) new business. The meeting shall proceed in parliamentary procedure, as determined and adopted by the Board.

Section 3.13 Action Without Meeting.

Action required or permitted by Act to be taken at a members' meeting may be taken without a meeting if the action is taken by at least eighty percent (80%) of the members entitled to vote on the action. No written consent shall be effective to take the corporate action unless, within sixty (60) days of the earliest date appearing on a consent delivered to the Corporation in the manner required by Section 30-3-49, Idaho Code, written consents signed by at least eighty percent (80%) of the members entitled to vote on the action are received by the corporation. The action must be evidenced by one (1) or more written consents bearing the date of signature and describing the action taken, signed by at least eighty percent (80%) of members entitled to vote on the action, and delivered to the Corporation for inclusion in the minutes or filing with the corporate records. A consent signed under this Section has the effect of a meeting vote and may be described as such in any document.

Section 3.14 Nomination of Directors.

Nominations of persons for election to the Board of Directors of this Corporation at the annual meeting of members may be made at such meeting by or at the direction of the Board of Directors, or by any nominating committee or person appointed by the Board of Directors. Election to the Board shall be by secret ballot. At such election, the members, or their proxies, may cast, in respect to each vacancy, as many votes as they are entitled to cast under the provisions of the Bylaws. The candidates receiving the highest number of votes shall be deemed elected.

Article 4 DIRECTORS

Section 4.1 Powers.

All corporate powers shall be exercised by or under the authority, and the business and affairs of the Corporation shall be managed by or under the direction, of the Board of Directors, subject to any limitations set forth in the Articles of Incorporation or any agreement authorized under the Act.

Section 4.2 Variable Range-Size Board; Qualifications.

The authorized number of directors of the Corporation may range between three (3) and seven (7), and the number of directors may be increased or decreased from time to time by amendment to or in the manner provided by law or in these Bylaws by the Board of Directors or the members. No decrease in the number of directors constituting the Board of Directors shall shorten the term of any incumbent director. A director need not be a resident of the state of Idaho or a member of the Corporation unless so required by the Articles of Incorporation. If for any cause the directors shall not have been elected at an annual meeting, they may be elected as soon thereafter as convenient at a special meeting of the members called for that purpose in the manner provided by law or in these Bylaws.

Section 4.3 Term.

Directors' terms shall be staggered. Directors are elected at each annual meeting of the members, and shall serve a term of two (2) years. Despite the expiration of the director's term, a director shall continue to serve until the director's successor is duly elected and qualifies, or until there is a decrease in the number of directors, or until the director's earlier death, resignation or removal.

Section 4.4 Resignation.

A director may resign at any time by delivering written notice to the Board of Directors, its chairman, or the Corporation. A resignation is effective when the notice is delivered unless the notice specifies a later effective date, in which event the resignation shall become effective at such later time. Unless specified in such notice, the acceptance of any such resignation shall not be necessary to make it effective.

Section 4.5 Removal by Members.

The member may remove one (1) or more directors with or without cause unless the Articles of Incorporation provide those directors may be removed only for cause. If cumulative voting is authorized, a director may not be removed if the number of votes sufficient to elect the director under cumulative voting is voted against the director's removal. If cumulative voting is not authorized, a director may be removed only if the number of votes cast to remove the director exceeds the number of votes cast not to remove the director. A director may be removed by the members only at a meeting called for the purpose of removing the director; and the meeting

notice must state that the purposes, or one of the purposes, of the meeting is removal of the director.

Section 4.6 Removal by Board.

The Board shall have the power and authority to remove a Director without cause by the vote of two thirds (%) of the directors then in office and subject to the provisions of Section 30-3-70, Idaho Code, and declare his or her position vacant if he or she: (i) has been declared of unsound mind by a final court order; (ii) has been convicted of a felony; (iii) fails to attend two consecutive regular meetings of the Board of Directors that have been duly noticed and regularly scheduled; or (iv) becomes more that sixty (60) days delinquent in payment of any assessment.

Section 4.7 Removal Arising out of Court Action.

In the event that there is a final judgment or order of any court concluding that a director has breached his or her duties, the Board shall consult with counsel as to whether or not that court determination requires a declaration of vacancy.

Section 4.8 Newly Created Directorships and Vacancies.

Unless the Articles of Incorporation provide otherwise, newly created directorships resulting from any increase in the number of directors and any vacancies on the Board of Directors resulting from death, resignation, disqualification, removal or other cause may be filled by the affirmative vote of a majority of the remaining directors then in office even if they constitute fewer than a quorum of the authorized Board of Directors or may be filled by the members. A director elected to fill a vacancy shall be elected for the unexpired term of the director's predecessor in office.

Section 4.9 Meetings.

- (1) Regular Meetings. The regular meeting of the Board of Directors shall be held no less than quarterly. Notice of the date, time and place of the meeting of the Board (except emergencies) shall be given to the members at least four (4) days prior to the meeting. Such notice shall be given by posting at the Corporation's office, by mail or delivery of the notice to each residence, email, or by newsletter or similar means of communication, as enumerated in Article 8 herein. Any attendance by a member shall constitute waiver of notice.
- (2) <u>Place of Meetings</u>. Regular and special meetings of the Board of Directors, or of any committee designated by the Board, may be held at any place within or without the state of Idaho, as determined by the Board.
- (3) <u>Telephone Meetings</u>. Unless the Articles of Incorporation provide otherwise, any member of the Board of Directors, or of any committee thereof, may participate in a regular or special meeting by, or conduct the meeting through the uses of, any means of conference telephone or similar communications equipment by which all directors participating in the meeting may simultaneously hear each other during the meeting. A director participating in a meeting by such means is deemed to be present in person at such meeting.

- (4) <u>Special Meetings</u>. Special meetings of the Board shall be held when called by the president of the Corporation, or by any two (2) directors, after not less than three (3) days prior notice to each director, which notice shall specify the time and place of the meeting and the nature of any special business to be considered. The notice shall be posted in the manner prescribed for notice of regular meetings not less than seventy-two (72) hours prior to the scheduled time of the meeting.
- (5) Waiver of Notice. A director may waive any notice required by the Act, the Articles of Incorporation or these Bylaws at any time before or after the date and time stated in the notice. Except as otherwise provided, such waiver must be signed by the director and filed with the minutes or corporate records. The attendance of a director at or participation in a meeting shall constitute a waiver of notice of such meeting unless the director, at the beginning of the meeting, or promptly upon the director's arrival, objects to holding the meeting or transacting any business at the meeting and does not thereafter vote for or assent to any action taken at the meeting.

Section 4.10 Quorum and Voting.

- (1) Quorum. Unless the Articles of Incorporation or these Bylaws require a greater number or unless otherwise specifically provided by the Act, a quorum of the Board of Directors consists of (a) a majority of the fixed number of directors if the Corporation has a fixed board size or (b) a majority of the number of directors prescribed, or if no number is prescribed the number in office immediately before the meeting begins, if the Corporation has a variable-range size board.
- (2) <u>Majority Vote</u>. If a quorum is present when a vote is taken, the affirmative vote of the majority of the directors present shall be the act of the Board of Directors, unless the Articles of Incorporation or these Bylaws require the vote of a greater number of directors.

Section 4.11 Action Without a Meeting.

Unless otherwise provided by the Articles of Incorporation or these Bylaws, any action required or permitted by the Act to be taken at any meeting of the Board of Directors or of any committee thereof may be taken without a meeting if the action is taken by all members of the Board if each Director signs a consent describing the action to be taken and delivers it to the Corporation. Action taken under this Section is the act of the Board of Directors when one or more consents signed by all Directors are delivered to the Corporation. The consent may specify the time at which the action taken thereunder is to be effective. A director's consent may be withdrawn by a revocation signed by the director and delivered to the Corporation prior to the delivery to the Corporation of unrevoked written consents signed by all of the Directors. A consent signed under this Section has the effect of action taken at a meeting of the Board of Directors and may be described as such in any document.

Section 4.12 Conduct of Meetings.

Regular and special meetings of the Board shall be open to all members of the Corporation; provided, however that Corporation members who are not on the Board may not

participate in any deliberation or discussion unless expressly so authorized by the vote of a majority of a quorum of the Board. The Board may, with the approval of a majority of a quorum of the members of the Board, adjourn a meeting and reconvene in executive session to discuss and vote upon personnel matters, litigation in which the Corporation is or may become involved and orders of business of a similar or otherwise sensitive nature. The nature of any and all business to be considered in executive session shall first be announced in open session.

Section 4.13 Fees and Compensation.

No director shall receive any compensation for any service rendered to the Corporation; provided, however, any director may be reimbursed for actual out-of-pocket expenses incurred in the performance of duties. All claims for reimbursement must be accompanied by receipt or invoice and signed and dated by the director claiming the expense.

Section 4.14 Standards for Directors.

Each member of the Board of Directors, when discharging the duties of a director, shall act in good faith and in a manner the director reasonably believes to be in the best interests of the Corporation. The members of the Board of Directors or a committee of the Board, when becoming informed in connection with their decision-making function or devoting attention to their oversight function, shall discharge their duties with the care that a person in a like position would reasonably believe appropriate under similar circumstances. In discharging board or committee duties, a director shall be entitled to rely on information, opinions, reports or statements, including financial statements and other financial data, if prepared or presented by:

- (a) One (1) or more officers or employees of the Corporation whom the director reasonably believes to be reliable and competent functions performed or the information, opinion, reports, or statements provided;
- (b) Legal counsel, public accountants or other persons retained by the Corporation, as to matters involving skills or expertise the director reasonably believes are matters:
 - (i) Within the particular person's professional or expert competence; or
 - (ii) As to which the particular person merits confidence; or
 - (iii) A committee of the Board of which the director is not a member if the director reasonably believes the committee merits confidence.

Section 4.15 Powers and Duties of Board.

(1) <u>Powers</u>. The Board shall have all powers conferred upon the Corporation as set forth herein and in the Declaration, excepting only those powers expressly reserved to the members.

(2) <u>Duties</u>. It shall be the duty of the Board: (i) to cause to be kept a completed record of all of its acts and doings and to present a statement thereof to the members at each annual meeting of the members, or at any special meeting when such statement is requested in writing by members; (ii) to supervise all officers, agents and employees of the Corporation, and to see that their duties are properly performed; and (iii) to delegate its powers as provided in the Declaration and these Bylaws.

Section 4.16 Committees.

Unless the Articles of Incorporation, the Act, or these Bylaws provide otherwise, the Board of Directors may create one or more committees and appoint one or more members of the Board of Directors to serve on any such committee. Each committee must have [two] or more members, each of whom shall serve at the pleasure of the Board of Directors.

Article 5 OFFICERS

Section 5.1 Offices Designated.

The offices of the Corporation may consist of a President, a Vice President, a Secretary and a Treasurer, each of whom shall be designated by the Board of Directors in accordance with these Bylaws. The Board of Directors or the President may appoint such other officers as may be deemed necessary or desirable. With the exception of the Secretary and Treasurer, as well as additional appointed offices, no officer may simultaneously hold more than one office. The President and Vice President shall at all times be members of the Board.

Section 5.2 Tenure and Duties of Officers.

- (1) <u>Election of Officers</u>. The election of officers shall take place annually at the meeting of the Board following each annual meeting of the members.
- (2) <u>Term of Office</u>. Each officer shall hold office for one year unless the officer shall sooner resign, or shall be removed, or shall otherwise be or become disqualified to serve. If the office of any officer becomes vacant for any reason, the vacancy may be filled by the Board of Directors.
- (3) The President. The President shall be the principal executive officer of the Corporation and, subject to the control of the Board of Directors, shall in general supervise and control all of the business and affairs of the Corporation. The President shall, when present, preside at all meetings of the Board of Directors and shall see that all orders or resolutions of the Board are carried out. The President may sign all leases, deeds, mortgages, bonds, contracts, or other instruments which the Board of Directors has authorized to be executed, except in cases where the signing and execution thereof shall be expressly delegated by the Board of Directors or by these Bylaws to some other officer or agent of the Corporation or shall be required by law to be otherwise signed or executed.

- (4) <u>The Vice President</u>. In the absence of the President or in the event of the President's removal, resignation, death, or inability or refusal to act, the Vice President shall perform the duties of the President and, when so acting, shall have all the powers of and be subject to all the restrictions upon the President, and shall perform other duties as from time to time may be assigned to the Vice President by the Board of Directors.
- (5) The Treasurer. The Treasurer shall: (i) have charge and custody of and be responsible for all funds of the Corporation; (ii) receive and give receipts for monies due and payable to the Corporation from any source whatsoever, and deposit all such monies in the name of the Corporation in such banks, trust companies or other depositories; (iii) co-sign all checks and promissory notes of the Corporation; (iv) keep proper books of account; (v) cause an annual operating statement reflecting income and expenditures of the Corporation for its fiscal year to be prepared and shall cause copies of said statement to be distributed to each member within sixty (60) days after the end of such fiscal year; and (vi) cause an annual budget to be prepared and presented to each member.
- (6) The Secretary. The Secretary shall: (i) attend all meetings and keep the minutes of the meetings and other proceedings of the members and of the Board of Directors in one or more books provided for that purpose; (ii) see that all notices are duly given in accordance with the provisions of these Bylaws or as required by law; (iii) be custodian of and responsible for maintenance and authentication of the corporate records as required to be kept pursuant to the Act; (iv) keep a register of the post office address of each member which shall be furnished to the Secretary by such member; and (v) in general perform all duties commonly incident to the office of Secretary and such other duties as from time to time may be assigned to the Secretary by the Board of Directors.

Section 5.3 Resignations.

Any officer may resign at any time by delivering written notice to the Corporation. A resignation is effective when the notice is delivered unless the notice specifies a later effective date time, in which event the resignation shall become effective at such later time. If the Board or appointing officer accepts the future effective time, the Board or the appointing officer may fill the pending vacancy before the effective time if the Board or the appointing officer provides that the successor does not take office until the effective time. Unless otherwise specified in such notice, the acceptance of any such resignation shall not be necessary to make it effective.

Section 5.4 Removal.

An officer may be removed at any time without or without cause by the Board of Directors, or by any other officer if authorized by these Bylaws or the Board.

Section 5.5 Compensation.

No officer shall receive any compensation for any service rendered to the Corporation; provided, however, any officer may be reimbursed for actual out-of-pocket expenses incurred in the performance of duties. All claims for reimbursement must be accompanied by receipt or invoice and signed and dated by the officer claiming the expense.

Section 5.6 Standards of Conduct.

- (1) An officer when performing in such capacity, shall act:
 - (a) In good faith;
 - (b) With the care that a person in a like position would reasonably exercise under similar circumstances; and
 - (c) In a manner the officer reasonably believes to be in the best interests of the Corporation.
- (2) In discharging those duties an officer who does not have knowledge that makes reliance unwarranted, is entitled to rely on:
 - (a) The performance of properly delegated responsibilities by one (1) or more employees of the Corporation whom the officer reasonably believes to be reliable and competent in performing the responsibilities delegated; or
 - (b) Legal counsel, public accountants, or other persons retained by the Corporation as to matters involving skill or expertise the officer reasonably believes are matters:
 - (i) Within the particular person's professional or expert competence; or
 - (ii) As to which the particular person merits confidence.
- (3) An officer shall not be liable to the Corporation or its members for any decision to take or not to take action; or any failure to take action, as an officer, if the duties of the office are performed in compliance with this section. Whether an officer who does not comply with this section shall have liability will depend in such instance on applicable law, including those principles of section 30-3-85, Idaho Code, that have relevance.

Article 6 ASSESSMENTS

Section 6.1 Liability for Assessments; Collection.

As more fully provided in Article 10 of the Declaration, each member is obliged to pay to the Corporation annual and special assessments to be collected as therein set forth, all of which are hereby incorporated by reference herein.

Article 7 INDEMNIFICATION OF DIRECTORS AND OFFICERS

Section 7.1 Scope of Indemnification.

The Corporation may indemnify and advance funds to or for the benefit of the directors and officers of the Corporation to the fullest extent permitted by the Act, as the same exists or may hereafter be amended (but, in the case of any such amendment, only to the extent that such amendment permits the Corporation to provide broader indemnification rights than the Act permitted the Corporation to provide prior to such amendment). (Idaho Code § 30-3-88).

Section 7.2 Mandatory Indemnification of Directors.

The Corporation shall indemnify a director who was wholly successful, on the merits or otherwise, in the defense of any proceeding to which the director was a party because the individual was a director of the Corporation against reasonable expenses incurred by the director in connection with the proceeding. (Idaho Code § 30-3-88).

Section 7.3 Further Indemnification of Directors.

- (1) Except as otherwise provided in this Section, a Corporation may indemnify an individual who is a party to a proceeding because the individual is a director against liability incurred in the proceeding if:
 - (a) The director's conduct was in good faith; and
 - (b) The director reasonably believed:
 - (i) In case of conduct in the director's official capacity, that the director's conduct was in the best interests of the Corporation; and
 - (ii) In all cases, that the director's conduct was at least not opposed to the best interests of the Corporation; and
 - (iii) In the case of any criminal proceeding, the director had no reasonable cause to believe the conduct was unlawful.
- (2) The termination of a proceeding by judgment, order, settlement, or conviction, or upon a plea or nolo contendere or its equivalent, is not, of itself, determinative that the director did not meet the relevant standard of conduct described in this Section.
- (3) Unless ordered by a court under Act, the Corporation may not indemnify a director in connection with a proceeding by or in the right of the Corporation, except for reasonable expenses incurred in connection with the proceedings if it is determined that the director has met the relevant standard of conduct under subsection (1) of this Section, or as otherwise prescribed in Section 30-3-88, Idaho Code.

Section 7.4 Advance for Expenses.

- (1) The Corporation shall, before final disposition of a proceeding, advance funds to pay for or reimburse the reasonable expenses incurred by a director who is a party to a proceeding if the director delivers to the Corporation:
 - (a) A written affirmative of the director's good faith belief that the director has met the relevant standard of conduct described in Section 7.3; and
 - (b) The director's written undertaking to repay any funds advanced if the director is not entitled to mandatory indemnification, and it is ultimately determined that s/he has not met the relevant standard of conduct described in Section 7.3.
- (2) The undertaking required by subsection (1)(b) of this Section must be an unlimited general obligation of the director but need not be secured and may be accepted without reference to the financial ability of the director to make repayment.

Section 7.5 Determination of Indemnification.

- (1) The Corporation may not indemnify a director under Section 7.3, unless a determination has been made that indemnification of the director is permissible because the director has met the relevant standard of conduct set forth in Section 7.3.
- (2) The determination shall be made in accordance with Section 30-3-88(4), Idaho Code.

Section 7.6 Indemnification of Officers.

The Corporation may indemnify and advance expenses to an officer of the Corporation who is a party to a proceeding because the individual is an officer of the Corporation the same extent as a director.

Section 7.7 Insurance.

The Corporation may purchase and maintain insurance on behalf of an individual who is a director or officer of the Corporation, or who, while a director or officer of the Corporation, serves at the Corporation's request as a director, officer, partner, trustee, employee, or agent of another domestic or foreign Corporation, partnership, joint venture, trust, employee benefit plan, or other entity, against liability asserted against or incurred by the individual in that capacity or arising from the individual's status as a director or officer, whether or not the Corporation would have power to indemnify or advance expenses to the individual against such liability.

Section 7.8 Definitions.

Sections 7.1 through 7.8 of these Bylaws shall be defined in accordance with Section 30-3-88(8), Idaho Code.

Section 7.9 Amendments.

Any repeal or modification of this Article 7 shall only be prospective and shall not affect the rights under this Article 7 in effect at the time of the alleged occurrence of any action or omission to act that is the cause of any proceeding against any director or officer.

Section 7.10 Saving Clause.

If this Article 7 of these Bylaws or any portion hereof shall be invalidated on any ground by any court of competent jurisdiction, then the Corporation shall nevertheless indemnify each director and may nevertheless indemnify each officer to the full extent permitted by any applicable portion of this Article 7 that shall not have been invalidated, or by any other applicable law.

Article 8 NOTICES

Section 8.1 Methods of Notice.

- (1) Any notice under the Act or these Bylaws must be in writing unless oral notice is reasonable under circumstances. Notice by electronic transmission is written notice.
- (2) If oral notice is deemed reasonable, it may be communicated in person; by mail or other method of delivery; or by telephone, voice mail or other electronic means. If these forms of personal notice are impracticable, notice may be communicated by newspaper of general circulation in the area where published, or by radio, television or other form of public broadcast communication.
- (1) It shall not be necessary that the same method of giving notice be employed in respect of all directors or members: One permissible method may be employed in respect of any one or more directors or members; and any other permissible method or methods may be employed in respect of any other or others.

Section 8.2 Notice to Corporation.

Written notice to the Corporation may be addressed to its registered agent at its registered office or to the Corporation or its Secretary at its principal office shown in its most recent annual report filed with the Idaho Secretary of State.

Section 8.3 Effective Date of Notice.

- (1) Written notice by the Corporation to its member, if in a comprehensible form, is effective:
 - (a) Upon deposit in the United States mail, if mailed postpaid and correctly addressed to the member's address shown in the Corporation's current record of members, or

- (b) When electronically transmitted to the member in a manner authorized by the member.
- (2) Except as provided above, written notice, if in a comprehensible form, is effective at the earliest of the following:
 - (a) When received;
 - (b) Five (5) days after its deposit in the United States mail, if mailed postpaid and correctly addressed;
 - (c) On the date shown on the return receipt, if sent by registered or certified mail, return receipt requested, and the receipt is signed by or on behalf of the addressee.
- (3) Oral notice is effective when communicated if communicated in a comprehensible manner.

Section 8.4 Address Unknown.

If no address of a member or director be known, notice may be sent to the office of the Corporation required to be maintained pursuant to Section 8.2.

Section 8.5 Affidavit of Mailing.

An affidavit of mailing, executed by a duly authorized and competent employee of the Corporation, specifying the name and address or the names and addresses of the member or members, or director or directors, to whom any such notice or notices was or were given, and the time and method of giving the same, shall be conclusive evidence of the statements therein contained.

Section 8.6 Failure to Receive Notice.

The period or limitation of time within which any member may exercise any option or right, or enjoy any privilege or benefit, or be required to act, or within which any director may exercise any power or right, or enjoy any privilege, pursuant to any notice sent to the member in the manner above provided, shall not be affected or extended in any manner by the failure of such member or such director to receive such notice.

Section 8.7 Exception to Notice Requirement.

(1) Whenever notice is required to be given under any provision of this chapter to any member, such notice shall not be required to be given if notice of two consecutive annual meetings, and all notices of meetings during the period between such two consecutive annual meetings, have been sent to such member at such member's address as shown on the records of the Corporation and have been returned undeliverable.

(2) If any such member shall deliver to the Corporation a written notice setting forth such member's then-current address, the requirement that notice be given to such member shall be reinstated.

Article 9 RECORDS AND REPORTS

Section 9.1 Corporate Records.

- (1) The Corporation shall keep as permanent records minutes of all meetings of its members and Board of Directors, a record of all actions taken by the members or Board of Directors without a meeting, and a record of all actions taken by a committee of the Board of Directors in place of the Board of Directors on behalf of the Corporation.
 - (2) The Corporation shall maintain appropriate accounting records.
- (3) The Corporation or its agent shall maintain a record of its members, in a form that permits preparation of a list of the names and addresses of all members, in alphabetical order by class of shares showing the number and class of shares held by each.
 - (4) The Corporation shall keep a copy of the following records at its principal office:
 - (a) Its Articles of Incorporation and all amendments to them currently in effect; and
 - (b) Its Bylaws or Restated Bylaws and all amendments to them currently in effect.

Article 10 GENERAL PROVISIONS

Section 10.1 Amendment by Board of Directors or Members.

- (1) The Corporation's members may amend or repeal these Bylaws only with the vote or written consent of members entitled to cast at least fifty-one percent (51%) of the voting power of the Corporation. Notwithstanding the aforementioned, the percentage of the voting power of the Corporation or of members necessary to amend a specific clause of provision in these Bylaws shall not be less than the prescribed percentage of affirmative votes required for action to be taken under that clause or provision.
 - (2) The Board of Directors may amend or repeal these Bylaws unless:
 - (a) The Articles of Incorporation or the Act reserve this that power exclusively to the members in whole or part, or
 - (b) The members in amending or repealing or adopting a bylaw expressly provide that the Board of Directors may not amend, or repeal, or reinstate that bylaw.

Section 10.2 Interpretation; Severability.

These Bylaws may contain any provision for managing the business and regulating the affairs of the Corporation that is not inconsistent with law, the Declaration, or the Articles of Incorporation. In the event any provision of these Bylaws is inconsistent with law, the Declaration, or the Articles of Incorporation, such law, Declaration, or Articles of Incorporation shall govern. If any one or more of the provisions contained in these Bylaws, or any application thereof, shall be invalid, illegal or unenforceable in any respect, the validity, legality or enforceability of the remaining provisions contained herein and any other application thereof shall not in any way be affected or impaired thereby.

Section 10.3 Fiscal Year.

The fiscal year of the Corporation shall be the same as a calendar year unless a different fiscal year is adopted by the members at a duly constituted meeting thereof.

Section 10.4 Proof of Membership.

No person shall exercise their rights of membership in the Corporation until satisfactory proof thereof has been furnished to the Secretary. Such proof may consist of either a copy of a duly executed and acknowledged grant deed or title insurance policy showing said person to be the owner of an interest in a condominium entitling the individual to membership. Such deed of policy shall be deemed conclusive in the absence of a conflicting claim based on a later deed or policy.

Section 10.5 Absentee Ballots.

The Board may make such provisions as it may consider necessary or desirable for absentee ballots.

Section 10.6 Reserves.

Any amounts collected by or paid to the Corporation in excess of operational needs shall be set aside as reserves for future financial needs in the manner set forth in the Declaration and shall be deposited into insured interest-bearing accounts. These sums may include amounts collected by Declarants from owners through purchase escrows representing capital contribution by such owners to the Corporation.

[The remainder of page intentionally left blank.]

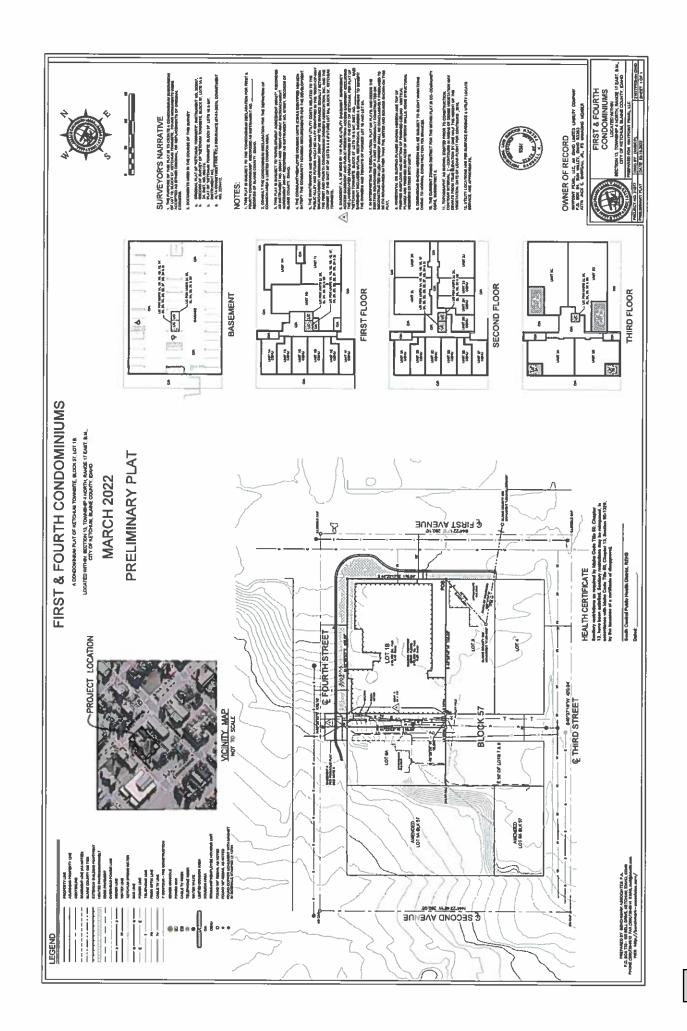
				Secre	tary	,						
				,								
	_	day of		-							•	
Idaho	nonprofit	Corporation,	were	adopted by	the	Board	of	Directors	of	the	Corporation	n
	The foreg	going Bylaws	of Fin	st & Fourth	Con	domini	um	Owners'	Asso	ociat	ion, Inc., a	n

EXHIBIT A

EXHIBIT ESNOWMELT SYSTEM

Condominium Declaration For First & Fourth Condominiums - 51

70359-026





ATTACHMENT I: Subdivision Standards Analysis - Final Plat



CONFORMANCE WITH SUBDIVISION STANDARDS Final Plat

During Department Review, staff reviewed the final plat application for conformance with KMC 16.04.030 – *Procedures for subdivision approval* and for conformance with the approved preliminary plat (application No P19-039). Please see below for the review of the final plat standards. Where "N/A" is checked, the standard is not applicable for one of two reasons:

- The standard applies to the creation of new subdivisions, not the subject property, which is an existing platted lot within the Ketchum Townsite.
- The standard applies to action that shall be taken at the final plat stage of the process and this application is for a preliminary plat.
- Per provisions of the standard, the City Engineer has determined that the standard does not apply.

Staff believes all standards are met and all conditions of approval for the preliminary plat are met. Staff recommends the following conditions of approval for the final plat:

Subdivision Final Plat (P22-016B)

- 1. This Final Plat application is subject to all conditions of approval for Design Review approval P17-038 and all provisions of Development Agreement #20527, First Amendment to Development Agreement #20427, and Second Amendment to Development Agreement #20427.
- 2. Failure to record the Final Plat within one year of Council's approval of the Final Plat shall cause the Final Plat to be null and void.

CONFORMANCE WITH APPROVED PRELIMINARY PLAT

The subdivision preliminary plat was approved by the Ketchum City Council on December 16, 2019 with five conditions of approval. Below is an overview of the conditions and how the project is in conformance with each:

Condition #1: Related to the removal of the Ketchum Springs Water Line and new services to adjacent property owners prior to recording of the final plat.

• The 1st and 4th development project has completed the removal of the Ketchum Springs Water Line and service to all adjacent property owners have been completed as of the date of this report.

Condition #2: Related to the dedication of public utilities, maintenance responsibilities for the pedestrian/non-vehicular easement, allowance for installation of public amenities.

• Plat note 1 on the final plat identify the pedestrian/non-vehicular easement and allowance for public amenities to be placed within said easement. Plat note 4 references the right-of-way

encroachment and maintenance agreement which references ongoing maintenance responsibilities and requirements for snowmelt, lighting, and signage.

Condition #3: Regarding the alley maintenance agreement for the entire alley within Block 57.

• Plat note 4 references an encroachment agreement recorded at instrument number #675091 which stipulates ongoing maintenance requirements for the full extent of the alley on Block 57.

Condition #4: Regarding building restrictions within the vacated alleyway.

• Plat note 2 stipulates no building shall encroach into the vacated alley.

Condition #5: Regarding the recordation of the development agreement.

• Plat note 3 notates Development Agreement #20427 and the First Amendment of Development Agreement #20427 with associated recording instrument numbers.

COMPLIANCE WITH FINAL PLAT SUBDIVISION REQUIREMENTS

				Final Plat Requirements
С	omplia	ant		
Yes	No	N/A	City Code	City Standards
			16.04.030.K.1	Point of beginning of subdivision description tied to at least two governmental survey corners, or in lieu of government survey corners, to monuments recognized by the City Engineer.
			Findings	The City Engineer verified that the final plat includes this element, as shown on Sheet 1 of the Final Plat.
\boxtimes			16.04.030.K.2	Location and description of monuments.
			Findings	The City Engineer verified that the final plat includes this element, as shown on Sheet 1 of the Final Plat.
			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.
			Findings	As shown on Sheet 1, all elements of the preliminary plat are included on the final plat. The property is not within the floodplain, floodway, or avalanche districts. All other bearings and dimensions have been reviewed by the City Engineer for accuracy.
\boxtimes			16.04.030.K.4	Names and locations of all adjoining subdivisions.
			Findings	As shown on Sheet 1, the property is adjacent to multiple Ketchum Townsite lots.
		_	16.04.030.K.5	Name and right-of-way width of each street and other public rights-of-way.

\boxtimes	ПП		
		Findings	As shown on Sheet 1, rights-of-way and widths are shown for Second and First Avenues, and Third and Fourth Streets.
\boxtimes		16.04.030.K.6	Location, dimension and purpose of all easements, public or private.
		Findings	As shown on Sheet 1, all easements are outlined and dimensioned. The plat notates Easement A, a public utility, emergency access, public pedestrian access easement, and access easement for tenants and owners of Lot 1B, Lot 6A, and the City of Ketchum.
X		16.04.030.K.7	The blocks numbered consecutively throughout each block.
		Findings	As shown on Sheet 1, there is only one block for the subdivision which is identified in the legal description.
		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.
		Findings	The plat notates Easement A, a public utility, emergency access, public pedestrian access easement, and access easement for tenants and owners of Lot 1B, Lot 6A, and the City of Ketchum.
X		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.
		Findings	As shown on Sheet 1, the title of the final plat includes all required information.
\boxtimes		16.04.030.K.10	Scale, north arrow and date.
		Findings	The scale, north arrow, and date are included on Sheet 1 of the final plat.
\boxtimes		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.
		Findings	All existing streets are notated. No additional streets are being created or dedicated. The plat also notates the alley, half of which remains city right-ofway.
		16.04.030.K.12	A plat note provision referencing the County Recorder's instrument number where the condominium declaration(s) and/or articles of incorporation of homeowners' association governing the subdivision are recorded.
		Findings	This standard is not applicable as this final plat does not create a condominium subdivision.
\boxtimes		16.04.030.K.13	Certificate by registered engineer or surveyor preparing the map certifying to the accuracy of surveying plat.
		Findings	Sheet 2 of the final plat includes a Surveyor Certificate and a Project Engineer Certificate.
×		16.04.030.K.14	A current title report of all property contained within the plat shall be provided to the City and used, in part, as the basis for the dedication of easements and encumbrances on the property.

		Findings	The title report, dated April 16, 2019, was used in the preparation of the final
			plat.
\boxtimes		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.
		Findings	Sheet 1 of the final plat includes the current owner of record information.
\boxtimes		16.04.030.K.16	Certification and signature of engineer (surveyor) verifying that the subdivision and design standards meet all City requirements.
		Findings	Sheet 1 includes a Project Engineer Certificate.
		16.04.030.K.17	Certification and signature of the City Engineer verifying that the subdivision and design standards meet all City requirements.
		Findings	Sheet 1 includes a City Engineer Certificate.
\boxtimes		16.04.030.K.18	Certification and signature of the City Clerk of the City of Ketchum verifying that the subdivision has been approved by the council.
		Findings	Sheet 1 includes a City Clerk Certificate.
X		16.04.030.K.19	Notation of any additional restrictions imposed by the council on the development of such subdivision to provide for the public health, safety and welfare.
		Findings	The plat notes shown on Sheet 1 cover all requirements of the preliminary plat, any restrictive plat notes from the previous subdivision. Sheet 1 also includes the Health Certificate.
		16.04.040.B	Improvement Plans: Prior to approval of final plat by the commission, the subdivider shall file two (2) copies with the city engineer, and the city engineer shall approve construction plans for all improvements required in the proposed subdivision. Such plans shall be prepared by a civil engineer licensed in the state.
		Findings	All improvements were reviewed and approved at the time of building permit issuance and will be completed prior to certificate of occupancy per the provisions of Development Agreement #20427, as amended. No additional approvals are required at this time.
		16.04.040.C	Prior to final plat approval, the subdivider shall have previously constructed all required improvements and secured a certificate of completion from the city engineer. However, in cases where the required improvements cannot be constructed due to weather conditions or other factors beyond the control of the subdivider, the city council may accept, in lieu of any or all of the required improvements, a performance bond filed with the city clerk to ensure actual construction of the required improvements as submitted and approved. Such performance bond shall be issued in an amount not less than one hundred fifty percent (150%) of the estimated costs of improvements as determined by the city engineer. In the event the improvements are not constructed within the time allowed by the city council (which shall be one year or less, depending upon the individual circumstances), the council may order the improvements installed at the expense of the subdivider and the surety. In the event the cost of installing the required improvements exceeds the amount of the bond, the subdivider shall be liable to the city for additional costs. The amount that the cost of installing the required improvements exceeds the amount of the performance bond shall automatically become a

		lien upon any and all property within the subdivision owned by the owner and/or subdivider.
	Findings	All improvements were reviewed and approved at the time of building permit issuance and will be completed prior to certificate of occupancy per the provisions of Development Agreement #20427, as amended. No additional approvals are required at this time.
	16.04.040.D	As Built Drawing: Prior to acceptance by the city council of any improvements installed by the subdivider, two (2) sets of as built plans and specifications, certified by the subdivider's engineer, shall be filed with the city engineer. Within ten (10) days after completion of improvements and submission of as built drawings, the city engineer shall certify the completion of the improvements and the acceptance of the improvements, and shall submit a copy of such certification to the administrator and the subdivider. If a performance bond has been filed, the administrator shall forward a copy of the certification to the city clerk. Thereafter, the city clerk shall release the performance bond upon application by the subdivider.
	Findings	All improvements were reviewed and approved at the time of building permit issuance and will be completed prior to certificate of occupancy per the provisions of Development Agreement #20427, as amended. No additional approvals are required at this time.
	16.04.040.E	Monumentation: Following completion of construction of the required improvements and prior to certification of completion by the city engineer, certain land survey monuments shall be reset or verified by the subdivider's engineer or surveyor to still be in place. These monuments shall have the size, shape, and type of material as shown on the subdivision plat. The monuments shall be located as follows: 1. All angle points in the exterior boundary of the plat. 2. All street intersections, points within and adjacent to the final plat. 3. All street corner lines ending at boundary line of final plat. 4. All angle points and points of curves on all streets. 5. The point of beginning of the subdivision plat description.
	Findings	Per Surveyor's Narrative note 1 on Sheet 1, all monuments have been found and placed per these requirements.



ATTACHMENT J: Subdivision Standards Analysis

- Condominium Prelim Plat



CONFORMANCE WITH SUBDIVISION STANDARDS Condominium Preliminary Plat

During Department Review, staff reviewed the condominium preliminary plat application for conformance with KMC 16.04.030 - Procedures for subdivision approval, KMC 16.04.040 - Development and Design, and KMC 16.04.070 - Condominiums. Please see below for the review of the condominium preliminary plat standards. Where "N/A" is checked, the standard is not applicable for one of two reasons:

- The standard applies to the creation of new subdivisions, not the subject property, which is an existing platted lot within the Ketchum Townsite.
- The standard applies to action that shall be taken at the final plat stage of the process and this application is for a preliminary plat.
- Per provisions of the standard, the City Engineer has determined that the standard does not apply.

Staff believes all standards are met and recommends the following conditions of approval:

Condo Prelim Plat (P22-016A)

- 1. The final plat shall reflect the removal of the term "former" in plat note 6 and shall reflect the removal of the legend under the basement floor plan referencing commercial and residential.
- 2. The preliminary plat is subject to all conditions of approval associated with Design Review approval P19-038, and all provisions of Development Agreement #20427, and First Amendment to Development Agreement #20472.
- 3. Failure to record a Final Plat within two (2) years of Council's approval of a Preliminary Plat shall cause the Preliminary Plat to be null and void.

COMPLIANCE WITH PRELIMINARY PLAT SUBDIVISION REQUIREMENTS

	Preliminary Plat Requirements				
С	omplia	ant			
Yes	No	N/A	City Code	City Standards	
X			16.04.030.C.1	The subdivider shall file with the administrator copies of the completed subdivision application form and preliminary plat data as required by this chapter.	
			Findings	The City of Ketchum Planning and Building Department received the subdivision application and all applicable application materials on April 6, 2022.	
			16.04.030.I	Contents Of Preliminary Plat: The preliminary plat, together with all application forms, title insurance report, deeds, maps, and other documents reasonably required, shall constitute a complete subdivision application.	

		Findings	The subdivision application was deemed complete on April 6, 2022.
\boxtimes		16.04.030.I .1	The preliminary plat shall be drawn to a scale of not less than one inch equals one hundred feet (1" = 100') and shall show the following:
			The scale, north point and date.
		Findings	This standard is met as shown on Sheet 1 of the preliminary plat.
\boxtimes		16.04.030.I .2	The name of the proposed subdivision, which shall not be the same or confused with the name of any other subdivision in Blaine County, Idaho.
		Findings	As shown on Sheet 1 of the preliminary plat, the subdivision is named "1st and 4th Condominiums" which is not the same as any other subdivision in Blaine County, Idaho.
\boxtimes		16.04.030.I .3	The name and address of the owner of record, the subdivider, and the engineer, surveyor, or other person preparing the plat.
		Findings	As shown on Sheet 1, the owner and subdivider is Waypoint Pearl, LLC. The plat was prepared by Randall French of Benchmark Engineering.
\boxtimes		16.04.030.I .4	Legal description of the area platted.
		Findings	The legal description of the area platted is shown on Sheet 1 of the preliminary plat under the title.
\boxtimes		16.04.030.I .5	The names and the intersecting boundary lines of adjoining subdivisions and parcels of property.
		Findings	Sheet 1 of the preliminary plat indicates the boundary lines of the adjoining Ketchum Townsite lots to the west and south.
\boxtimes		16.04.030.1 .6	A contour map of the subdivision with contour lines and a maximum interval of five feet (5') to show the configuration of the land based upon the United States geodetic survey data, or other data approved by the city engineer.
		Findings	Sheet 1 of the preliminary plat shows the contour lines for the subject property.
		16.04.030.1 7	The scaled location of existing buildings, water bodies and courses and location of the adjoining or immediately adjacent dedicated streets, roadways and easements, public and private.
		Findings	Sheet 1 of the preliminary plat shows the location of the existing building on the adjacent property to the south, the building under construction on the subject property, and all adjacent streets and easements.
\boxtimes		16.04.030.I .8	Boundary description and the area of the tract.
		Findings	Sheet 1 provides the boundary description of the area, square footage and acreage of the lot, and the area of each unit as will be platted.
\boxtimes		16.04.030.I .9	Existing zoning of the tract.
		Findings	Plat note #10 on Sheet 1 of the preliminary plat lists the existing zoning of the
\boxtimes	 	16.04.030.I	subject property. The proposed location of street rights of way, lots, and lot lines, easements,
		.10	including all approximate dimensions, and including all proposed lot and block numbering and proposed street names.
		Findings	Sheet 1 of the preliminary plat shows the locations and lot lines for the master lot and lot lines of condominium units. No new streets or blocks are being proposed with this application.

\boxtimes			16.04.030.I .11	The location, approximate size and proposed use of all land intended to be dedicated for public use or for common use of all future property owners within the proposed subdivision.
			Findings	Sheet 1 of the preliminary plat identifies all common areas within the project that will be for the use of all future property owners. Easement A is identified on Sheet 1 and is for public utility and emergency access, public pedestrian access, and ingress/egress access for Lots 1B and 6A.
\boxtimes			16.04.030.I	The location, size and type of sanitary and storm sewers, water mains, culverts
			.12	and other surface or subsurface structures existing within or immediately
				adjacent to the proposed sanitary or storm sewers, water mains, and storage
				facilities, street improvements, street lighting, curbs, and gutters and all proposed utilities.
			Findings	Sheet 1 of the preliminary plat shows all existing and proposed water mains,
				sanitary sewer mains.
			16.04.030.I .13	The direction of drainage, flow and approximate grade of all streets.
			Findings	This standard does not apply as no new streets are proposed.
\boxtimes			16.04.030.1	The location of all drainage canals and structures, the proposed method of
			.14	disposing of runoff water, and the location and size of all drainage easements,
				whether they are located within or outside of the proposed plat.
			Findings	This standard does not apply as no new drainage canals or structures are
				proposed. All right of way and alley improvements have been designed per city
				standards as reviewed and approved at the time of building permit issuance on
	<u> </u>			April 19, 2021.
		\boxtimes	16.04.030.1	All percolation tests and/or exploratory pit excavations required by state health
			.15	authorities.
			Findings	This standard does not apply as no additional tests are required.
\boxtimes			16.04.030.I	A copy of the provisions of the articles of incorporation and bylaws of
			.16	homeowners' association and/or condominium declarations to be filed with the final plat of the subdivision.
			Findings	The applicant provided a draft copy of the articles of incorporation, bylaws, and
				declarations with the application submittal. Final declarations will be recorded
	1			prior to or in conjunction with final plat recording.
			16.04.030.l .17	Vicinity map drawn to approximate scale showing the location of the proposed subdivision in reference to existing and/or proposed arterials and collector
			F' - I'	streets.
			Findings	Sheet 1 of the preliminary plat includes a vicinity map that satisfies this requirement.
			16.04.030.I	The boundaries of the floodplain, floodway and avalanche zoning district shall
		\boxtimes	.18	also be clearly delineated and marked on the preliminary plat.
			Findings	The subject property is not within a floodplain, floodway, or avalanche zone
				district.
		\boxtimes	16.04.030.1	Building envelopes shall be shown on each lot, all or part of which is within a
			.19	floodway, floodplain, or avalanche zone; or any lot that is adjacent to the Big
				Wood River, Trail Creek, or Warm Springs Creek; or any lot, a portion of which has
				a slope of twenty five percent (25%) or greater; or upon any lot which will be
				created adjacent to the intersection of two (2) or more streets.

			Findings	A building envelope is not required as the subject property is not within the floodway, floodplain, or avalanche zone. The subject property is not adjacent to the Big Wood River, Trail Creek or Warm Springs. The subject property does not contain slopes greater than 25% and is not adjacent to an intersection.				
\boxtimes			16.04.030.I .20	Lot area of each lot.				
			Findings	Sheet 1 of the preliminary plat shows the area of the overall lot and area of each individual unit.				
\boxtimes			16.04.030.I .21	Existing mature trees and established shrub masses.				
			Findings	There are no existing trees or shrub masses on the property.				
			16.04.030.I .22	A current title report shall be provided at the time that the preliminary plat is filed with the administrator, together with a copy of the owner's recorded deed to such property.				
			Findings	The applicant provided a title commitment issued by Stewart Title dated February 16, 2022, and a warranty deed recorded at Instrument Number 681852 with the initial application.				
\boxtimes			16.04.030.I .23	Three (3) copies of the preliminary plat shall be filed with the administrator.				
			Findings	The City of Ketchum received hard and digital copies of the preliminary plat at the time of application.				
							16.04.040.A	Required Improvements: The improvements set forth in this section shall be shown on the preliminary plat and installed prior to approval of the final plat. Construction design plans shall be submitted and approved by the city engineer. All such improvements shall be in accordance with the comprehensive plan and constructed in compliance with construction standard specifications adopted by the city. Existing natural features which enhance the attractiveness of the subdivision and community, such as mature trees, watercourses, rock outcroppings, established shrub masses and historic areas, shall be preserved through design of the subdivision.
			Findings	As shown on Sheet 1 of the preliminary plat, all proposed improvements to the public right-of-way are shown. The applicant also submitted a set of construction plans for review by the City Engineer at the time of building permit application. The building permit was issued on April 19, 2022. The subject property does not include any watercourses, rock outcroppings, shrub masses or historic areas.				
			16.04.040.B	Improvement Plans: Prior to approval of final plat by the commission, the subdivider shall file two (2) copies with the city engineer, and the city engineer shall approve construction plans for all improvements required in the proposed subdivision. Such plans shall be prepared by a civil engineer licensed in the state.				
			Findings	The applicant also submitted a set of construction plans for review by the City Engineer at the time of building permit application. The building permit was issued on April 19, 2022.				
			16.04.040.C	Prior to final plat approval, the subdivider shall have previously constructed all required improvements and secured a certificate of completion from the city engineer. However, in cases where the required improvements cannot be constructed due to weather conditions or other factors beyond the control of the				

			subdivider, the city council may accept, in lieu of any or all of the required improvements, a performance bond filed with the city clerk to ensure actual construction of the required improvements as submitted and approved. Such performance bond shall be issued in an amount not less than one hundred fifty percent (150%) of the estimated costs of improvements as determined by the city engineer. In the event the improvements are not constructed within the time allowed by the city council (which shall be one year or less, depending upon the individual circumstances), the council may order the improvements installed at the expense of the subdivider and the surety. In the event the cost of installing the required improvements exceeds the amount of the bond, the subdivider shall be liable to the city for additional costs. The amount that the cost of installing the required improvements exceeds the amount of the performance bond shall automatically become a lien upon any and all property within the subdivision owned by the owner and/or subdivider.
		Findings	This standard does not apply as this is a preliminary plat application, not a final plat application. Per Development Agreement #20427, all improvements are required prior to Certificate of Occupancy for the project.
	\boxtimes	16.04.040.D	As Built Drawing: Prior to acceptance by the city council of any improvements installed by the subdivider, two (2) sets of as built plans and specifications, certified by the subdivider's engineer, shall be filed with the city engineer. Within ten (10) days after completion of improvements and submission of as built drawings, the city engineer shall certify the completion of the improvements and the acceptance of the improvements, and shall submit a copy of such certification to the administrator and the subdivider. If a performance bond has been filed, the administrator shall forward a copy of the certification to the city clerk. Thereafter, the city clerk shall release the performance bond upon application by the subdivider.
		Findings	This standard does not apply as this is a preliminary plat application, not a final plat application.
		16.04.040.E	Monumentation: Following completion of construction of the required improvements and prior to certification of completion by the city engineer, certain land survey monuments shall be reset or verified by the subdivider's engineer or surveyor to still be in place. These monuments shall have the size, shape, and type of material as shown on the subdivision plat. The monuments shall be located as follows: 1. All angle points in the exterior boundary of the plat. 2. All street intersections, points within and adjacent to the final plat. 3. All street corner lines ending at boundary line of final plat. 4. All angle points and points of curves on all streets. 5. The point of beginning of the subdivision plat description.
		Findings	This standard does not apply as this is a preliminary plat application, not a final plat application.
		16.04.040.F	Lot Requirements: 1. Lot size, width, depth, shape and orientation and minimum building setback lines shall be in compliance with the zoning district in which the property is located and compatible with the location of the subdivision and the type of development, and preserve solar access to adjacent properties and buildings.

ı	1	T	Tanaharan
			2. Whenever a proposed subdivision contains lot(s), in whole or in part, within the floodplain, or which contains land with a slope in excess of twenty five percent (25%), based upon natural contours, or creates corner lots at the intersection of two (2) or more streets, building envelopes shall be shown for the lot(s) so affected on the preliminary and final plats. The building envelopes shall be located in a manner designed to promote harmonious development of structures, minimize congestion of structures, and provide open space and solar access for each lot and structure. Also, building envelopes shall be located to promote access to the lots and maintenance of public utilities, to minimize cut and fill for roads and building foundations, and minimize adverse impact upon environment, watercourses and topographical features. Structures may only be built on buildable lots. Lots shall only be created that meet the definition of "lot, buildable" in section 16.04.020 of this chapter. Building envelopes shall be established outside of hillsides of twenty five percent (25%) and greater and outside of the floodway. A waiver to this standard may only be considered for the following: a. For lot line shifts of parcels that are entirely within slopes of twenty five percent (25%) or greater to create a reasonable building envelope, and mountain overlay design review standards and all other city requirements are met. b. For small, isolated pockets of twenty five percent (25%) or greater that are found to be in compliance with the purposes and standards of the mountain overlay district and this section. 3. Corner lots shall have a property line curve or corner of a minimum radius of twenty five feet (25') unless a longer radius is required to serve an existing or future use. 4. Side lot lines shall be within twenty degrees (20°) to a right angle or radial line to the street line. 5. Double frontage lots shall not be created. A planting strip shall be provided along the boundary line of lots adjacent to arterial stree
			recorder prior to or in conjunction with recordation of the final plat.
		Findings	This standard is not applicable as no new lots are being created.
		16.04.040.G	G. Block Requirements: The length, width and shape of blocks within a proposed subdivision shall conform to the following requirements: 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.
	Findings	This standard is not applicable as no new lots are being created.
	Findings 16.04.040.H	Street Improvement Requirements: 1. The arrangement, character, extent, width, grade and location of all streets put in the proposed subdivision shall conform to the comprehensive plan and shall be considered in their relation to existing and planned streets, topography, public convenience and safety, and the proposed uses of the land; 2. All streets shall be constructed to meet or exceed the criteria and standards set forth in chapter 12.04 of this code, and all other applicable ordinances, resolutions or regulations of the city or any other governmental entity having jurisdiction, now existing or adopted, amended or codified; 3. Where a subdivision abuts or contains an existing or proposed arterial street, railroad or limited access highway right of way, the council may require a frontage street, planting strip, or similar design features; 4. Streets may be required to provide access to adjoining lands and provide proper traffic circulation through existing or future neighborhoods; 5. Street grades shall not be less than three-tenths percent (0.3%) and not more than seven percent (7%) so as to provide safe movement of traffic and emergency vehicles in all weather and to provide for adequate drainage and snow plowing; 6. In general, partial dedications shall not be permitted, however, the council may accept a partial street dedication when such a street forms a boundary of the proposed subdivision and is deemed necessary for the orderly development of the neighborhood, and provided the council finds it practical to require the dedication of the remainder of the right of way when the adjoining property is subdivided. When a partial street exists adjoining the proposed subdivision, the remainder of the right of way shall be dedicated; 7. Dead end streets may be permitted only when such street terminates at the boundary of a subdivision and is necessary for the development of the subdivision or the future development of the adjacent property. When such a dead end streets serves more than two (2) lots, a te
		for minor streets; 11. Streets with centerline offsets of less than one hundred twenty five feet (125') shall be prohibited;

	1	,		
				12. A tangent of at least one hundred feet (100') long shall be introduced
				between reverse curves on arterial and collector streets;
				13. Proposed streets which are a continuation of an existing street shall be given
				the same names as the existing street. All new street names shall not duplicate or
				be confused with the names of existing streets within Blaine County, Idaho. The
				subdivider shall obtain approval of all street names within the proposed
				subdivision from the commission before submitting same to council for
				preliminary plat approval;
				14. Street alignment design shall follow natural terrain contours to result in safe
				streets, usable lots, and minimum cuts and fills;
				15. Street patterns of residential areas shall be designed to create areas free of
				through traffic, but readily accessible to adjacent collector and arterial streets;
				16. Reserve planting strips controlling access to public streets shall be permitted
				under conditions specified and shown on the final plat, and all landscaping and
				irrigation systems shall be installed as required improvements by the subdivider;
				17. In general, the centerline of a street shall coincide with the centerline of the
				street right of way, and all crosswalk markings shall be installed by the subdivider
				as a required improvement;
				18. Street lighting may be required by the commission or council where
				appropriate and shall be installed by the subdivider as a requirement
				improvement;
				19. Private streets may be allowed upon recommendation by the commission and
				approval by the council. Private streets shall be constructed to meet the design
				standards specified in subsection H2 of this section;
				20. Street signs shall be installed by the subdivider as a required improvement of
				a type and design approved by the administrator and shall be consistent with the
				type and design of existing street signs elsewhere in the city;
				21. Whenever a proposed subdivision requires construction of a new bridge, or
				will create substantial additional traffic which will require construction of a new
				bridge or improvement of an existing bridge, such construction or improvement
				shall be a required improvement by the subdivider. Such construction or
				improvement shall be in accordance with adopted standard specifications;
				22. Sidewalks, curbs and gutters may be a required improvement installed by the
				subdivider; and
				23. Gates are prohibited on private roads and parking access/entranceways,
				private driveways accessing more than one single-family dwelling unit and one
				accessory dwelling unit, and public rights of way unless approved by the city
				council.
			Findings	No new streets are proposed. First Ave and Fourth Street both meet the city's
			a.iigs	street requirements. Right of way improvements for drainage and sidewalks have
				been reviewed and approved by the City Engineer at the time of building permit
				application. The building permit was issued on April 19, 2022.
\boxtimes			16.04.040.I	Alley Improvement Requirements: Alleys shall be provided in business,
			10.04.040.1	
				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
		<u> </u>		vehicular movement. Dead end alleys shall be prohibited. Improvement of alleys

		shall be done by the subdivider as required improvement and in conformance with design standards specified in subsection H2 of this section.
	Findings	The Design Review application included proposed improvements to the alley to facilitate pedestrian and vehicular access, and utilities. Per Development Agreement 20427, the applicant requested vacation of the alley, and vacation was approved. The building permit application included the construction plans for the final alley improvements which were reviewed and approved by the City Engineer.
	16.04.040.J	Required Easements: Easements, as set forth in this subsection, shall be required for location of utilities and other public services, to provide adequate pedestrian circulation and access to public waterways and lands. 1. A public utility easement at least ten feet (10") in width shall be required within the street right of way boundaries of all private streets. A public utility easement at least five feet (5") in width shall be required within property boundaries adjacent to Warm Springs Road and within any other property boundary as determined by the city engineer to be necessary for the provision of adequate public utilities. 2. Where a subdivision contains or borders on a watercourse, drainageway, channel or stream, an easement shall be required of sufficient width to contain such watercourse and provide access for private maintenance and/or reconstruction of such watercourse. 3. All subdivisions which border the Big Wood River, Trail Creek and Warm Springs Creek shall dedicate a ten foot (10") fish and nature study easement along the riverbank. Furthermore, the council shall require, in appropriate areas, an easement providing access through the subdivision to the bank as a sportsman's access. These easement requirements are minimum standards, and in appropriate cases where a subdivision abuts a portion of the river adjacent to an existing pedestrian easement, the council may require an extension of that easement along the portion of the riverbank which runs through the proposed subdivision. 4. All subdivisions which border on the Big Wood River, Trail Creek and Warm Springs Creek shall dedicate a twenty five foot (25") scenic easement upon which no permanent structure shall be built in order to protect the natural vegetation and wildlife along the riverbank and to protect structures from damage or loss due to riverbank erosion. 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
	Findings	Easement A is included on the preliminary plat as required by the Design Review
		approval and final plat approval for the removal of lot lines and vacation of the

		alley. Easement A includes public utility, emergency access, and pedestrian
		access. The easement also permits ingress and egress access to Lots 1B and 6A.
	16.04.040.K	Sanitary Sewage Disposal Improvements: Central sanitary sewer systems shall be installed in all subdivisions and connected to the Ketchum sewage treatment system as a required improvement by the subdivider. Construction plans and specifications for central sanitary sewer extension shall be prepared by the subdivider and approved by the city engineer, council and Idaho health department prior to final plat approval. In the event that the sanitary sewage system of a subdivision cannot connect to the existing public sewage system, alternative provisions for sewage disposal in accordance with the requirements of the Idaho department of health and the council may be constructed on a temporary basis until such time as connection to the public sewage system is possible. In considering such alternative provisions, the council may require an increase in the minimum lot size and may impose any other reasonable requirements which it deems necessary to protect public health, safety and welfare.
	Findings	The property is served by city sewer services. Sheet 1 of the preliminary plat shows the location of sewer service to the project.
	16.04.040.L	Water System Improvements: A central domestic water distribution system shall be installed in all subdivisions by the subdivider as a required improvement. The subdivider shall also be required to locate and install an adequate number of fire hydrants within the proposed subdivision according to specifications and requirements of the city under the supervision of the Ketchum fire department and other regulatory agencies having jurisdiction. Furthermore, the central water system shall have sufficient flow for domestic use and adequate fire flow. All such water systems installed shall be looped extensions, and no dead end systems shall be permitted. All water systems shall be connected to the municipal water system and shall meet the standards of the following agencies: Idaho department of public health, Idaho survey and rating bureau, district sanitarian, Idaho state public utilities commission, Idaho department of reclamation, and all requirements of the city.
	Findings	The property is served by city water services. Sheet 1 of the preliminary plat shows the location of water service to the project.
	16.04.040.M	Planting Strip Improvements: Planting strips shall be required improvements. When a predominantly residential subdivision is proposed for land adjoining incompatible uses or features such as highways, railroads, commercial or light industrial districts or off street parking areas, the subdivider shall provide planting strips to screen the view of such incompatible features. The subdivider shall submit a landscaping plan for such planting strip with the preliminary plat application, and the landscaping shall be a required improvement.
	Findings	This standard does not apply as this application does not create a new subdivision. There are no incompatible uses adjacent to the proposed condominium subdivision.
	16.04.040.N	Cuts, Fills, And Grading Improvements: Proposed subdivisions shall be carefully planned to be compatible with natural topography, soil conditions, geology and hydrology of the site, as well as to minimize cuts, fills, alterations of topography,

streams, drainage channels, and disruption of soils and vegetation. The design criteria shall include the following:

- 1. A preliminary soil report prepared by a qualified engineer may be required by the commission and/or council as part of the preliminary plat application.
- 2. Preliminary grading plan prepared by a civil engineer shall be submitted as part of all preliminary plat applications. Such plan shall contain the following information:
 - a. Proposed contours at a maximum of five foot (5') contour intervals.
 - b. Cut and fill banks in pad elevations.
 - c. Drainage patterns.
 - d. Areas where trees and/or natural vegetation will be preserved.
 - e. Location of all street and utility improvements including driveways to building envelopes.
 - f. Any other information which may reasonably be required by the administrator, commission or council to adequately review the affect of the proposed improvements.
- 3. Grading shall be designed to blend with natural landforms and to minimize the necessity of padding or terracing of building sites, excavation for foundations, and minimize the necessity of cuts and fills for streets and driveways.
- 4. Areas within a subdivision which are not well suited for development because of existing soil conditions, steepness of slope, geology or hydrology shall be allocated for open space for the benefit of future property owners within the subdivision
- 5. Where existing soils and vegetation are disrupted by subdivision development, provision shall be made by the subdivider for revegetation of disturbed areas with perennial vegetation sufficient to stabilize the soil upon completion of the construction. Until such times as such revegetation has been installed and established, the subdivider shall maintain and protect all disturbed surfaces from erosion.
- 6. Where cuts, fills, or other excavations are necessary, the following development standards shall apply:
 - a. Fill areas shall be prepared by removing all organic material detrimental to proper compaction for soil stability.
 - b. Fills shall be compacted to at least ninety five percent (95%) of maximum density as determined by AASHO T99 (American Association of State Highway Officials) and ASTM D698 (American standard testing methods).
 - c. Cut slopes shall be no steeper than two horizontal to one vertical (2:1). Subsurface drainage shall be provided as necessary for stability.
 - d. Fill slopes shall be no steeper than three horizontal to one vertical (3:1). Neither cut nor fill slopes shall be located on natural slopes of three to one (3:1) or steeper, or where fill slope toes out within twelve feet (12') horizontally of the top and existing or planned cut slope.
 - e. Toes of cut and fill slopes shall be set back from property boundaries a distance of three feet (3'), plus one-fifth (1/5) of the height of the cut or the fill, but may not exceed a horizontal distance of ten feet (10'); tops and toes of cut and fill slopes shall be set back from structures at a distance of at least six feet (6'), plus one-fifth (1/5) of the height of the

		cut or the fill. Additional setback distances shall be provided as necessary
		to accommodate drainage features and drainage structures.
	Findings	This standard does not apply as this application is a condominium subdivision of an existing lot. On-site grading for the new condominium building meets all grading requirements and was reviewed at the time of building permit application.
	16.04.040.0	Drainage Improvements: The subdivider shall submit with the preliminary plat application such maps, profiles, and other data prepared by an engineer to indicate the proper drainage of the surface water to natural drainage courses or storm drains, existing or proposed. The location and width of the natural drainage courses shall be shown as an easement common to all owners within the subdivision and the city on the preliminary and final plat. All natural drainage courses shall be left undisturbed or be improved in a manner that will increase the operating efficiency of the channel without overloading its capacity. An adequate storm and surface drainage system shall be a required improvement in all subdivisions and shall be installed by the subdivider. Culverts shall be required where all water or drainage courses intersect with streets, driveways or improved public easements and shall extend across and under the entire improved width including shoulders.
	Findings	The applicant submitted a site grading and drainage plan with the building permit application showing drainage for the subject property. No common drainage courses are utilized or disturbed. The grading and drainage plan meets all requirements, not impacting adjacent properties.
	16.04.040.P	Utilities: In addition to the terms mentioned in this section, all utilities including, but not limited to, electricity, natural gas, telephone and cable services shall be installed underground as a required improvement by the subdivider. Adequate provision for expansion of such services within the subdivision or to adjacent lands including installation of conduit pipe across and underneath streets shall be installed by the subdivider prior to construction of street improvements.
	Findings	As shown on Sheet 1 of the preliminary plat, all utilities will be installed underground. Transformer and other utility equipment will be located within the former alley (vacated). Location and required screening was reviewed and approved with the Design Review and Building Permit applications.
	16.04.040 <i>.Q</i>	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	The proposed condominium development does not create substantial additional traffic; therefore, no off-site improvements are required other than required improvements to drainage and sidewalks as outlined above.

FINDINGS REGARDING COMPLIANCE WITH CONDOMINIUM SUBDIVISON REQUIREMENTS

	Condominium Plat Requirements				
Co	mpliar	nt		·	
Yes	No	N/A	City Code	Standards	
X			16.04.070.B	The subdivider of the condominium project shall submit with the preliminary plat application a copy of the proposed bylaws and condominium declarations of the proposed condominium development. Said documents shall adequately provide for the control and maintenance of all common areas, recreational facilities and open space.	
			Findings	The applicant provided a draft copy of the articles of incorporation, bylaws, and declarations with the application submittal.	
			16.04.070.D	All garages shall be designated on the preliminary and final plats and on all deeds as part of the particular condominium units. No garage may be condominiumized or sold separate from a condominium unit.	
			Findings	As shown on Sheet 1 of the preliminary plat, the underground parking garage layout is shown on the "Basement" payout. A total of 31 spaces is provided, 16 of which must be dedicated to individual condo units per the Design Review approval. The prelim plat outlines each parking space as a L/C or Limited Common Element and designates the unit by which the parking space is dedicated to. The remaining units are not required parking and can be managed by the owner as needed.	
×			16.04.070.E Findings	Adequate storage areas shall be provided for boats, campers and trailers, as well as adequate interior storage space for personal property of the resident of each condominium unit. As shown on Sheet 1 of the preliminary plat, there is some general storage in the	
			rmumgs	underground parking area noted on the Basement floorplan. Additional storage for each unit is located within the condominium unit as shown on the floor plans approved with the building permit issuance.	
			16.04.070.F	A maintenance building or room shall be provided of adequate size and location for the type and size of the condominium project for storage of maintenance equipment and supplies for common areas.	
			Findings	Mechanical equipment rooms are designated on each floor as common areas. The ground floor includes a large garbage storage area.	
			16.04.070.G	The subdivider shall dedicate to the common use of the homeowners adequate open space of such shape and area usable and convenient to the residents of the condominium subdivision. Location of building sites and common area shall maximize privacy and solar access.	
			Findings	The third floor condominium units each include outdoor deck space. On the second and first floors, the residents have access to outside common areas available to all residents as noted on the floor plans.	
			16.04.070.H	All other provisions of this chapter and all applicable ordinances, rules and regulations of the city and all other governmental entities having jurisdiction shall be complied with by condominium subdivisions.	
			Findings	The project has been reviewed for compliance with all other section of the subdivision standards. The project is in compliance as discussed above.	



City of Ketchum

June 13, 2022

Mayor Bradshaw and City Councilors City of Ketchum Ketchum, Idaho

Mayor Bradshaw and City Councilors:

Recommendation to Hold a Public Hearing and Approve the Amkay Townhomes Lot Line Shift Final Plat & Findings of Fact, Conclusions of Law, and Decision.

Recommendation and Summary

Staff recommends the Ketchum City Council hold a public hearing and approve the Lot Line Shift Final Plat submitted by Bruce Smith of Alpine Enterprises on behalf of property owners Hunter & Teresa Storey & James Tautkus & Ashley Brown to eliminate the building footprint.

Recommended Motion: "I move to approve the Amkay Townhomes Final Plat & Findings of Fact, Conclusions of Law, and Decision."

The reasons for the recommendation are as follows:

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

<u>Analysis</u>

This Lot line Shift application, submitted by Alpine Enterprises on behalf of property owners James Tautkus, Ashely Brown, Hunter & Teresa Storey, proposes to remove the existing building footprint boundary. The subject property is Amkay Townhomes which is located at 671 N 3rd Ave within the City's General Residential Low Density (GR-L) Zoning District.

The subject property is developed with an existing two-unit townhome that was constructed in 1981. The applicant wishes to eliminate the existing building footprint to allow for the construction of an addition outside the current building footprint boundary. Building footprint is not a required feature of townhouse final plats and is therefor able to be removed. Plats shall accurately reflect the development on the property that is shown.

A building footprint is a different feature than a building envelope. The building footprint merely outlines the buildings location on a site while a building envelope is the area in which a building can be constructed. This application is to remove the building footprint on the existing Amkay Townhomes plat.

Due to the applicant proposing an addition that would extend beyond the existing building footprint, a Lot Line Shift application would need to be submitted to either reflect the addition or to remove the building footprint marking as it is not required to be shown on this plat. The proposed addition will have to meet all dimensional standards including setbacks, building coverage, and building height.

The hearing for this action was properly noticed and no public comment has been received as of June 8, 2022.

Financial Impact

None

Attachments

Amkay Townhomes Final Plat Draft Findings of Fact, Conclusions of Law, and Decision

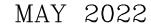
Attachment A: Amkay Townhomes Final Plat

A PLAT SHOWING

AMKAY TOWNHOMES AMENDED

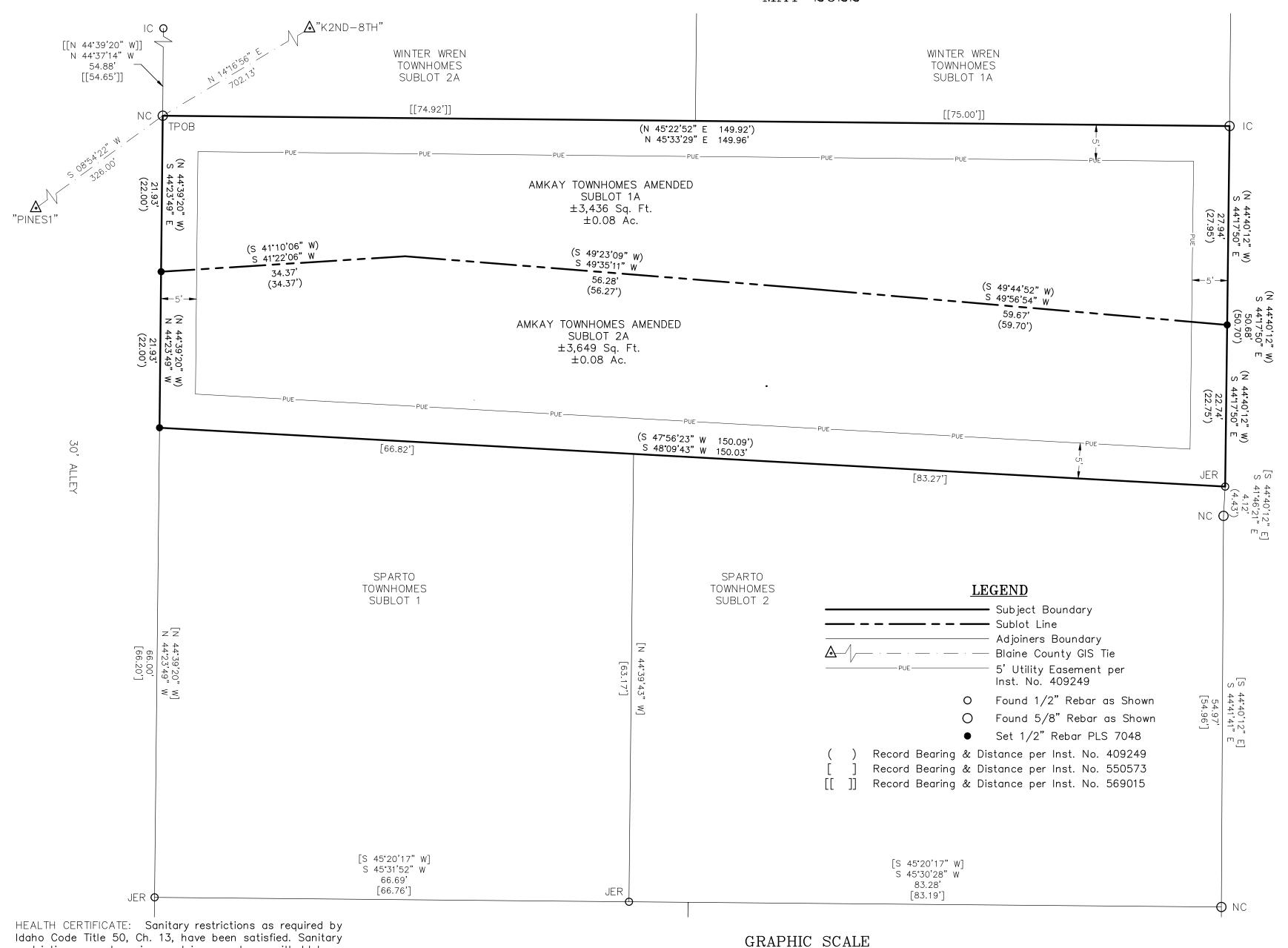
WHEREIN THE PREVIOUS BUILDING FOOTPRINTS ARE REMOVED LOCATED WITHIN

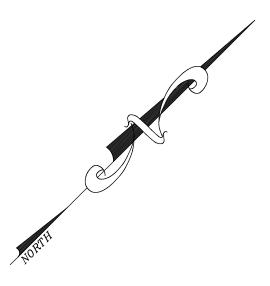
SECTION 13, T.4 N., R.17 E., B.M., CITY OF KETCHUM, BLAINE COUNTY, IDAHO



(IN FEET)

1 inch = 10 ft.





SURVEYOR NARRATIVE & NOTES

The purpose of this Plat is to remove the Building Footprints to match proposed conditions. During the Survey it was found that some of the Monuments were either missing or never set. Proportioning from Found Monuments of Record was used to reset the missing Monuments. All found Monuments were accepted.

- 1. Basis of Bearings is Idaho State Plane Coordinate System, NAD83, Central Zone, at Grid in US Survey Feet. Combined Project Scale Factor is 0.9996483.
- 2. Boundary Information is from the Plat of Amkay Townhomes, Inst. No. 409249; Sparto Townhomes, Inst. No. 550573; Winter Wren Townhouses Amended, Inst. No. 569015; Records of Blaine County, Idaho.
- 3. Amkay Townhomes Amended Sublots shall have Mutual Reciprocal Easements for the maintenance and Repair of Public Utilities.
- 4. Townhome Declaration including the Party Wall Agreement for Amkay Townhomes is recorded under Instrument Number 409248; Records of Blaine County, Idaho.



AMKAY TOWNHOMES AMENDED ALPINE ENTERPRISES INC. KETCHUM, IDAHO

South Central Public Health District, EHS

restrictions may be reimposed in accordance with Idaho Code Title 50, Ch. 13, Sec. 50-1326, by issuance of a

Certificate of Disapproval.

Date

SHEET 1 OF 2

CERTIFICATE OF OWNERSHIP

This is to certify that we, the undersigned, are the owners in fee simple of the following described parcel of land:

A parcel of land located within Section 13, Township 4 North, Range 17 East, Boise Meridian, City of Ketchum, Blaine County, Idaho; more particularly described as follows:

A Sublot 1, Amkay Townhomes, recorded as Instrument No. 409249, records of Blaine County, Idaho.

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. We 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 owners to hereby include said land in this plat, to be amended as shown hereon.

Ashley Brown Sublot 1	James Tautkas Sublot 1
	ACKNOWLEDGMENT
	ss, 2022, before me, a Notary Public in and for said State, James Tautkus, wife and husband, known or identified to me, to be the o the Owner's Certificate and acknowledged to me that they executed the
IN WITNESS WHEREOF, I have h certificate first above written.	ereunto set my hand and affixed my official seal the day and year in this
	Notary Public
	Residing At
	My Comission Expires
	CERTIFICATE OF OWNERSHIP
This is to certify that we, the underland:	ersigned, are the owners in fee simple of the following described parcel of
A parcel of land located within Sec Blaine County, Idaho; more particul	tion 13, Township 4 North, Range 17 East, Boise Meridian, City of Ketchun arly described as follows:
A Sublot 2, Amkay Townhomes	s, recorded as Instrument No. 409249, records of Blaine County, Idaho.
hereby reserved for the public utilit are to be erected within the lines of eligible to receive water service from	e not dedicated to the public, but the right to use said easements is ies and for any other uses indicated hereon and no permanent structures of said easements. We do hereby certify that all lots in this plat will be an existing water distribution system and that the existing water writing to serve all of the lots shown within this plat.
It is the intent of the owners to h	ereby include said land in this plat, to be amended as shown hereon.
Hunter Harry Storey Sublot 2	Teresa S. Storey Sublot 2
	ACKNOWLEDGMENT
STATE OF COUNTY OF day of personally appeared Hunter Harry State the person whose name is substacted the same.	-} ss , 2022, before me, a Notary Public in and for said State, torey & Teresa S. Storey, husband and wife, known or identified to me, to cribed to the Owner's Certificate and acknowledged to me that they
IN WITNESS WHEREOF, I have h certificate first above written.	nereunto set my hand and affixed my official seal the day and year in this
	Notary Public
	Residing At

My Comission Expires

SURVEYOR'S CERTIFICATE

I, Bruce Smith, a duly licensed Professional Land Surveyor in the State of Idaho, do hereby certify that this plat of Amkay Townhomes Amended, is a true and accurate map of the land surveyed under my direct supervision and that it is in accordance with the Idaho State Code relating to plats and surveys.



COUNTY SURVEYO	
I, Sam Young, County Surveyor for Blaine County, Ida computations for making the same and have determined trelating thereto.	
	Sam Young, PLS 11577 County Surveyor
APPROVAL OF C	CITY COUNCIL
I,, Planner in and for the City of was duly accepted and approved to the Ketchum Subdivisi	Ketchum, do hereby certify that the foregoing plat ion—Ordinance.
	Planner
Certified By: City Clerk	City Clerk Signature
CITY ENGINEER	S'S APPROVAL
The foregoing plat was approved by day of, 2022.	, City Engineer for the City of Ketchum on this
	City Engineer
COUNTY TREASUR	ER'S APPROVAL
I, the Undersigned, County Treasurer in and for Blain Idaho Code 50—1308, do hereby Certify that any and all Carthe Property included in this Plat of Amkay Townhomes has a continuous for the nextension of the sextension of the s	Current and/or Delinquent County Property Taxes for ave been paid in full on this day of 2022.
	Blaine County Treasurer
COUNTY RECORDER	R'S CERTIFICATE
STATE OF IDAHO COUNTY OF BLAINE This is to certify that the foregoing Plat was Filed in and Duly Recorded at the Time, Date, and Instrument Nun	
	Ex-officio Recorder

AMKAY TOWNHOMES AMENDED ALPINE ENTERPRISES INC. KETCHUM, IDAHO SHEET 2 OF 2

Attachment B:

Findings of Fact, Conclusions of Law, and Decision



)	
)	
)	KETCHUM CITY COUNCIL
)	FINDINGS OF FACT, CONCLUSIONS OF LAW, AND
)	DECISION
)	
)	
)))))

Findings Regarding Application Filed

PROJECT: Amkay Townhomes Lot Line Shift

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

FILE NUMBER: P22-030

OWNER: Hunter & Teresa Storey, James Tautkus & Ashley Brown

REPRESENTATIVE: Bruce Smith, Alpine Enterprises

REQUEST: Final Plat removal of building footprint

LOCATION: 671 N 3rd Ave (Amkay Townhomes)

NOTICE: A public hearing notice was mailed to all property owners within 300 feet of the project

site and political subdivisions on May 25, 2022. The public hearing notice was published

in the Idaho Mountain Express on May 25, 2022.

ZONING: General Residential-Low Density (GR-L) Zoning District

Findings Regarding Application Filed

This Lot line Shift application, submitted by Alpine Enterprises on behalf of property owners James Tautkus, Ashely Brown, Hunter & Teresa Storey, proposes to remove the existing building footprint boundary. The subject property is Amkay Townhomes which is located at 671 N 3rd Ave within the City's General Residential Low Density (GR-L) Zoning District.

The subject property is developed with an existing two-unit townhome that was constructed in 1981. The applicant wishes to eliminate the existing building footprint to allow for the construction of an addition outside the current building footprint boundary. Building footprint is not a required feature of townhouse final plats and is therefore able to be removed. Plats shall accurately reflect the development on the property that is shown. Due to the applicant proposing an addition that would extend beyond the existing building footprint, a Lot Line Shift application would need to be submitted to either reflect the addition or to remove the building footprint marking as it is not required to be shown on this plat. The proposed addition will have to meet all dimensional standards including setbacks, building coverage, and building height.

Findings Regarding Readjustment of Lot Lines (KMC §16.04.060)

Consistent with Ketchum Municipal Code (KMC) §16.04.020, the proposal meets the definition of Readjustment of Lot Lines because: (1) Amkay Townhomes does not reduce the area, frontage, width, depth or building setback lines required for properties located within General Residential-Low Density (GR-L) Zoning District, and (2) the proposal does not create additional lots or dwelling units.

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

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

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

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

	Findings Regarding Contents of Final Plat and Subdivision Design & Development Requirements					
C	Compliant		Standards and Council Findings			
			16.04.030.K	Contents Of Final Plat: The final plat shall be drawn at such a scale and contain such lettering as to enable same to be placed upon sheets of eighteen inch by twenty four inch (18" x 24") Mylar paper with no part of the drawing nearer to the edge than one-half inch (1/2"), and shall be in conformance with the provisions of title 50, chapter 13, Idaho Code. The reverse side of such sheet shall not be used for any portion of the drawing, but may contain written matter as to dedications, certificates, signatures, and other information. The contents of the final plat shall include all items required under title 50, chapter 13, Idaho Code, and also shall include the following:		
			Council Findings	The mylar paper shall be prepared following Ketchum City Council review and approval of the Final Plat application and shall meet these standards.		
			16.04.030.K.1	Point of beginning of subdivision description tied to at least two (2) governmental survey corners, or in lieu of government survey corners, to monuments recognized by the city engineer.		

		Council	As conditioned, this standard shall be met. The plat mylar shall show a minimum of two Blaine
		Findings	County Survey Control Monuments with ties to the property and an inverse between the two
		' mamys	monuments. The Survey Control Monuments shall be clearly identified on the face of the map.
X		16.04.030.K.2	Location and description of monuments.
			As conditioned, this standard shall be met. The final plat mylar shall show the location and description of monuments.
		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.
		Council Findings	The plat indicates 3 rd Avenue as well as the public utility easements.
		-	As conditioned, this standard shall be met. The final plat mylar shall show tract boundary lines, property lines, lot lines, street right of way lines and centerlines, other rights of way and easement lines, building envelopes as required on the preliminary plat, lot area of each lot, boundaries of floodplain and floodway and avalanche district, all with bearings, accurate dimensions in feet and decimals, in degrees and minutes and radii, arcs, central angles, tangents and chord lengths of all curves to the above accuracy.
\boxtimes		16.04.030.K.4	Names and locations of all adjoining subdivisions.
		Council	The plat indicates the adjacent condominium subdivisions. As this standard shall be met, the final plat mylar shall show the names and locations of all adjoining subdivision.
\boxtimes		Findings 16.04.030.K.5	
		Council Findings	Name and right of way width of each street and other public rights of way. This standard has been met. The plat indicates the Latigo Lane public rights-of-way.
\boxtimes		16.04.030.K.6	Location, dimension and purpose of all easements, public or private.
		Council Findings	This standard has been met. The plat indicates the public utility easement.
\boxtimes		16.04.030.K.7	The blocks numbered consecutively throughout each block.
		Council Findings	This standard has been met.
		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	N/A as no dedications of this type have been proposed.
		Findings 16.04.030.K.9	The title, which shall include the name of the subdivision, the name of the city, if appropriate, county and state, and the location and description of the subdivision referenced to section, township, range.
		Council Findings	This standard has been met.
\boxtimes		16.04.030.K.10	Scale, north arrow and date.
		16.04.030.K.11	This standard has been met.
		10.04.030.8.11	Location, width, and names of all existing or dedicated streets and other public ways within or adjacent to the proposed subdivision
		Council Findings	This standard has been met. 3 rd Ave is indicated on the subdivision plat.
		16.04.030.K.12	A provision in the owner's certificate referencing the county recorder's instrument number where the condominium declaration(s) and/or articles of incorporation of homeowners' association governing the subdivision are recorded.
		Council Findings	This standard is not applicable.
\boxtimes		16.04.030.K.13	Certificate by registered engineer or surveyor preparing the map certifying to the accuracy of surveying plat.

		1	C	A south and this standard ill have been a south as a first first file. The size has blad
			Council	As conditioned, this standard will be met prior to recordation of the Final Plat. The signature block
\boxtimes			Findings 16.04.030.K.14	page shall include the surveyor's certification. A current title report of all property contained within the plat.
			Council	This standard has been met. A title report was submitted for the properties.
			Findings	This standard has been met. A title report was submitted for the properties.
\boxtimes			16.04.030.K.15	Certification of owner(s) of record and all holders of security interest(s) of record with regard to
				such property.
			Council	As conditioned, this standard will be met prior to recordation of the Final Plat. The signature block
			Findings	page shall include a certificate of ownership and associated acknowledgement from all owners
				and holders of security interest with regard to the subject property, which shall be signed
				following Ketchum City Council review and approval of the application and prior to recordation of
				the Final Plat.
\boxtimes			16.04.030.K.16	Certification and signature of engineer (surveyor) verifying that the subdivision and design
			-	standards meet all city requirements.
			Council	As conditioned, this standard will be met prior to recordation of the Final Plat. The signature block
			Findings	page shall include the certification and signature of the surveyor verifying that the subdivision and
	+_			design standards meet all City requirements.
\boxtimes			16.04.030.K.17	Certification and signature of the city engineer verifying that the subdivision and design
			Council	standards meet all city requirements. As conditioned, this standard will be met prior to recordation of the Final Plat. The signature block
			Findings	page shall include the City Engineer's approval and verification that the subdivision and design
			riliulilys	standards meet all City requirements.
\boxtimes			16.04.030.K.18	Certification and signature of the city clerk of the city of Ketchum verifying that the subdivision
			2010 11000111120	has been approved by the council.
			Council	As conditioned, this standard will be met prior to recordation of the Final Plat. The signature block
			Findings	page shall include the certification and signature of the City Clerk verifying the subdivision has
				been approved by City Council.
		\boxtimes	16.04.030.K.19	Notation of any additional restrictions imposed by the council on the development of such
				subdivision to provide for the public health, safety and welfare.
			Council	This standard is not applicable as this application removes the building footprint of Amkay
			Findings	Townhomes to create amended Amkay Townhomes.
\boxtimes			16.04.030.L	Final Plat Copies: Both a hard copy and a digital copy of the final plat shall be filed with the
				administrator prior to being placed upon the Council's agenda. A digital copy of the final plat as
				approved by the council and signed by the city clerk shall be filed with the administrator and
				retained by the city. The. Applicant shall also provide the city with a digital copy of the
				recorded document with its assigned legal instrument number.
			Council	This standard has been met.
			Findings 16.04.040.A	Required Improvements: The improvements set forth in this section shall be shown on the
ш			10.04.040.A	preliminary plat and installed prior to approval of the final plat. Construction design plans shall
				be submitted and approved by the city engineer. All such improvements shall be in accordance
				with the comprehensive plan and constructed in compliance with construction standard
				specifications adopted by the city.
			Council	This standard is not applicable as this application removes the building footprint of Amkay
			Findings	Townhomes to create amended Amkay Townhomes.
		\boxtimes	16.04.040.B	Improvement Plans: Prior to approval of final plat by the Council, the subdivider shall file two
				(2) copies with the city engineer, and the city engineer shall approve construction plans for all
				improvements required in the proposed subdivision. Such plans shall be prepared by a civil
				engineer licensed in the state.
			Council	This standard is not applicable as this application removes the building footprint of Amkay
			Findings	Townhomes to create amended Amkay Townhomes.
			16.04.040.C	Performance Bond: Prior to final plat approval, the subdivider shall have previously constructed
				all required improvements and secured a certificate of completion from the city engineer.
				However, in cases where the required improvements cannot be constructed due to weather, factors beyond the control of the subdivider, or other conditions as determined acceptable at
				the sole discretion of the city, the city council may accept, in lieu of any or all of the required
				improvements, a performance bond filed with the city clerk to ensure actual construction of the
				required improvements as submitted and approved. Such performance bond shall be issued in
	1	1	i	, , ,
				an amount not less than one hundred fifty percent (150%) of the estimated costs of

	1	1	1	
				constructed within the time allowed by the city council (which shall be two years or less,
				depending upon the individual circumstances), the council may order the improvements
				installed at the expense of the subdivider and the surety. In the event the cost of installing the
				required improvements exceeds the amount of the bond, the subdivider shall be liable to the
				city for additional costs. The amount that the cost of installing the required improvements
				exceeds the amount of the performance bond shall automatically become a lien upon any and
				all property within the subdivision owned by the owner and/or subdivider.
			Council	This standard is not applicable as this application removes the building footprint of Amkay
			Findings	Townhomes to create amended Amkay Townhomes.
		\boxtimes	16.04.040.D	As Built Drawing: Prior to acceptance by the city council of any improvements installed by the
				subdivider, two (2) sets of as built plans and specifications, certified by the subdivider's
				engineer, shall be filed with the city engineer. Within ten (10) days after completion of
				improvements and submission of as built drawings, the city engineer shall certify the
				completion of the improvements and the acceptance of the improvements, and shall submit a
				copy of such certification to the administrator and the subdivider. If a performance bond has
				been filed, the administrator shall forward a copy of the certification to the city clerk.
				Thereafter, the city clerk shall release the performance bond upon application by the
				subdivider.
			Council	This standard is not applicable as this application removes the building footprint of Amkay
			Findings	Townhomes to create amended Amkay Townhomes.
\boxtimes			16.04.040.E	Monumentation: Following completion of construction of the required improvements and prior
				to certification of completion by the city engineer, certain land survey monuments shall be
				reset or verified by the subdivider's engineer or surveyor to still be in place. These monuments
				shall have the size, shape, and type of material as shown on the subdivision plat. The
				monuments shall be located as follows:
				1. All angle points in the exterior boundary of the plat.
				2. All street intersections, points within and adjacent to the final plat.
				3. All street corner lines ending at boundary line of final plat.
				4. All angle points and points of curves on all streets.
				5. The point of beginning of the subdivision plat description.
			Council	The applicant shall meet the required monumentation standards prior to recordation of the Final
			Findings	Plat.
		\boxtimes	16.04.040.F	Lot Requirements:
ш			10.04.040.1	1. Lot size, width, depth, shape and orientation and minimum building setback lines shall be in
				compliance with the zoning district in which the property is located and compatible with the
				location of the subdivision and the type of development, and preserve solar access to adjacent
				properties and buildings.
				2. Whenever a proposed subdivision contains lot(s), in whole or in part, within the floodplain,
				or which contains land with a slope in excess of twenty five percent (25%), based upon natural
				contours, or creates corner lots at the intersection of two (2) or more streets, building
				envelopes shall be shown for the lot(s) so affected on the preliminary and final plats. The
				building envelopes shall be located in a manner designed to promote harmonious development
				of structures, minimize congestion of structures, and provide open space and solar access for
				each lot and structure. Also, building envelopes shall be located to promote access to the lots
				and maintenance of public utilities, to minimize cut and fill for roads and building foundations,
				and minimize adverse impact upon environment, watercourses and topographical features.
				Structures may only be built on buildable lots. Lots shall only be created that meet the
				definition of "lot, buildable" in section 16.04.020 of this chapter. Building envelopes shall be
				established outside of hillsides of twenty five percent (25%) and greater and outside of the
				floodway. A waiver to this standard may only be considered for the following:
				a. For lot line shifts of parcels that are entirely within slopes of twenty five percent
				(25%) or greater to create a reasonable building envelope, and mountain overlay
				design review standards and all other city requirements are met.
				b. For small, isolated pockets of twenty five percent (25%) or greater that are found to
				be in compliance with the purposes and standards of the mountain overlay district and this section.
				3. Corner lots outside of the original Ketchum Townsite shall have a property line curve or
				corner of a minimum radius of twenty five feet (25') unless a longer radius is required to serve
				an existing or future use.
				4. Side lot lines shall be within twenty degrees (20°) to a right angle or radial line to the street
				line.

	1	1	
			5. Double frontage lots shall not be created. A planting strip shall be provided along the boundary line of lots adjacent to arterial streets or incompatible zoning districts.
			6. Every lot in a subdivision shall have a minimum of twenty feet (20') of frontage on a
			dedicated public street or legal access via an easement of twenty feet (20') or greater in width.
			Easement shall be recorded in the office of the Blaine County recorder prior to or in conjunction
			with recordation of the final plat. Minimum lot sizes in all cases shall be reversed frontage
			lot(s).
		Council Findings	This standard is not applicable as no new lots are being created
	\boxtimes	16.04.040.G	G. Block Requirements: The length, width and shape of blocks within a proposed subdivision shall conform to the following requirements:
			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. Except in the original Ketchum Townsite, corner lots shall contain a building
			envelope outside of a seventy five foot (75') radius from the intersection of the streets.
		Council	This application does not create a new block. This requirement is not applicable.
		Findings	This application accounts a contract of the co
	\boxtimes	16.04.040.H	Street Improvement Requirements:
			1. The arrangement, character, extent, width, grade and location of all streets put in the
			proposed subdivision shall conform to the comprehensive plan and shall be considered in their
			relation to existing and planned streets, topography, public convenience and safety, and the
			proposed uses of the land;
			2. All streets shall be constructed to meet or exceed the criteria and standards set forth
			in chapter 12.04 of this code, and all other applicable ordinances, resolutions or regulations of
			the city or any other governmental entity having jurisdiction, now existing or adopted,
			amended or codified;
			3. Where a subdivision abuts or contains an existing or proposed arterial street, railroad or
			limited access highway right of way, the council may require a frontage street, planting strip, or
			similar design features;
			4. Streets may be required to provide access to adjoining lands and provide proper traffic
			circulation through existing or future neighborhoods;
			5. Street grades shall not be less than three-tenths percent (0.3%) and not more than seven
			percent (7%) so as to provide safe movement of traffic and emergency vehicles in all weather
			and to provide for adequate drainage and snow plowing;
			6. In general, partial dedications shall not be permitted, however, the council may accept a
			partial street dedication when such a street forms a boundary of the proposed subdivision and
			is deemed necessary for the orderly development of the neighborhood, and provided the
			council finds it practical to require the dedication of the remainder of the right of way when the
			adjoining property is subdivided. When a partial street exists adjoining the proposed
			subdivision, the remainder of the right of way shall be dedicated;
			7. Dead end streets may be permitted only when such street terminates at the boundary of a
			subdivision and is necessary for the development of the subdivision or the future development
			of the adjacent property. When such a dead end street serves more than two (2) lots, a
			temporary turnaround easement shall be provided, which easement shall revert to the
			adjacent lots when the street is extended;
			8. A cul-de-sac, court or similar type street shall be permitted only when necessary to the
			development of the subdivision, and provided, that no such street shall have a maximum length
			greater than four hundred feet (400') from entrance to center of turnaround, and all cul-de-sacs
			shall have a minimum turnaround radius of sixty feet (60') at the property line and not less than
			forty five feet (45') at the curb line;
			9. Streets shall be planned to intersect as nearly as possible at right angles, but in no event at
1		<u> </u>	less than seventy degrees (70°);

 1		1	
			10. Where any street deflects an angle of ten degrees (10°) or more, a connecting curve shall be required having a minimum centerline radius of three hundred feet (300') for arterial and collector streets, and one hundred twenty five feet (125') for minor streets; 11. Streets with centerline offsets of less than one hundred twenty five feet (125') shall be
			prohibited; 12. A tangent of at least one hundred feet (100') long shall be introduced between reverse curves on arterial and collector streets;
			13. Proposed streets which are a continuation of an existing street shall be given the same names as the existing street. All new street names shall not duplicate or be confused with the names of existing streets within Blaine County, Idaho. The subdivider shall obtain approval of all street names within the proposed subdivision from the County Assessor's office before submitting same to council for preliminary plat approval; 14. Street alignment design shall follow natural terrain contours to result in safe streets, usable
			lots, and minimum cuts and fills; 15. Street patterns of residential areas shall be designed to create areas free of through traffic,
			but readily accessible to adjacent collector and arterial streets; 16. Reserve planting strips controlling access to public streets shall be permitted under conditions specified and shown on the final plat, and all landscaping and irrigation systems
			shall be installed as required improvements by the subdivider; 17. In general, the centerline of a street shall coincide with the centerline of the street right of way, and all crosswalk markings shall be installed by the subdivider as a required improvement;
			18. Street lighting shall be required consistent with adopted city standards and where designated shall be installed by the subdivider as a requirement improvement;
			19. Private streets may be allowed upon recommendation by the commission and approval by the Council. Private streets shall be constructed to meet the design standards specified in subsection H2 of this section and chapter 12.04 of this code;
			20. Street signs shall be installed by the subdivider as a required improvement of a type and design approved by the Administrator and shall be consistent with the type and design of existing street signs elsewhere in the City;
			21. Whenever a proposed subdivision requires construction of a new bridge, or will create substantial additional traffic which will require construction of a new bridge or improvement of
			an existing bridge, such construction or improvement shall be a required improvement by the subdivider. Such construction or improvement shall be in accordance with adopted standard specifications;
			22. Sidewalks, curbs and gutters shall be required consistent with adopted city standards and where designated shall be a required improvement installed by the subdivider;
			23. Gates are prohibited on private roads and parking access/entranceways, private driveways accessing more than one single-family dwelling unit and one accessory dwelling unit, and public rights-of-way unless approved by the City Council; and
			24. No new public or private streets or flag lots associated with a proposed subdivision (land, planned unit development, townhouse, condominium) are permitted to be developed on parcels within the Avalanche Zone.
		Council Findings	This standard is not applicable. This proposal does not create new street, private road, or bridge.
		16.04.040.1	Alley Improvement Requirements: Alleys shall be provided in, commercial and light industrial zoning districts. The width of an alley shall be not less than twenty feet (20'). Alley intersections and sharp changes in alignment shall be avoided, but where necessary, corners shall be provided to permit safe vehicular movement. Dead end alleys shall be permitted only within the original Ketchum Townsite and only after due consideration of the interests of the owners
			of property adjacent to the dead-end alley including, but not limited to, the provision of fire protection, snow removal and trash collection services to such properties. Improvement of alleys shall be done by the subdivider as required improvement and in conformance with design standards specified in subsection H2 of this section.
		Council Findings	This standard is not applicable as no new alleys are being created.
	\boxtimes	16.04.040.J	Required Easements: Easements, as set forth in this subsection, shall be required for location of utilities and other public services, to provide adequate pedestrian circulation and access to public waterways and lands.
			1. A public utility easement at least ten feet (10') in width shall be required within the street right-of-way boundaries of all private streets. A public utility easement at least five feet (5') in

			width shall be required within property boundaries adjacent to Warm Springs Road and within any other property boundary as determined by the City Engineer to be necessary for the provision of adequate public utilities.
			2. Where a subdivision contains or borders on a watercourse, drainageway, channel or stream, an easement shall be required of sufficient width to contain such watercourse and provide access for private maintenance and/or reconstruction of such watercourse.
			3. All subdivisions which border the Big Wood River, Trail Creek and Warm Springs Creek shall dedicate a ten foot (10') fish and nature study easement along the riverbank. Furthermore, the Council shall require, in appropriate areas, an easement providing access through the subdivision to the bank as a sportsman's access. These easement requirements are minimum standards, and in appropriate cases where a subdivision abuts a portion of the river adjacent to an existing pedestrian easement, the Council may require an extension of that easement along the portion of the riverbank which runs through the proposed subdivision.
			4. All subdivisions which border on the Big Wood River, Trail Creek and Warm Springs Creek shall dedicate a twenty five foot (25') scenic easement upon which no permanent structure shall be built in order to protect the natural vegetation and wildlife along the riverbank and to protect structures from damage or loss due to riverbank erosion.
			5. No ditch, pipe or structure for irrigation water or irrigation wastewater shall be constructed, rerouted or changed in the course of planning for or constructing required improvements within a proposed subdivision unless same has first been approved in writing by the ditch company or property owner holding the water rights. A written copy of such approval shall be filed as part of required improvement construction plans.
			6. Nonvehicular transportation system easements including pedestrian walkways, bike paths, equestrian paths, and similar easements shall be dedicated by the subdivider to provide an adequate nonvehicular transportation system throughout the City.
		Council	Standards #1-6 are not applicable.
	\boxtimes	Findings 16.04.040.K	Sanitary Sewage Disposal Improvements: Central sanitary sewer systems shall be installed in all
			subdivisions and connected to the Ketchum sewage treatment system as a required improvement by the subdivider. Construction plans and specifications for central sanitary sewer extension shall be prepared by the subdivider and approved by the City Engineer, Council
			and Idaho Health Department prior to final plat approval. In the event that the sanitary sewage system of a subdivision cannot connect to the existing public sewage system, alternative
			provisions for sewage disposal in accordance with the requirements of the Idaho Department
			of Health and the Council may be constructed on a temporary basis until such time as connection to the public sewage system is possible. In considering such alternative provisions,
			the Council may require an increase in the minimum lot size and may impose any other reasonable requirements which it deems necessary to protect public health, safety and welfare.
		Council	This standard is not applicable as no new lots are being created. The existing residence is served
		Findings	by the City of Ketchum for sewer service.
	\boxtimes	16.04.040.L	Water System Improvements: A central domestic water distribution system shall be installed in all subdivisions by the subdivider as a required improvement. The subdivider shall also be
			required to locate and install an adequate number of fire hydrants within the proposed
			subdivision according to specifications and requirements of the City under the supervision of
			the Ketchum Fire Department and other regulatory agencies having jurisdiction. Furthermore, the central water system shall have sufficient flow for domestic use and adequate fire flow. All
			such water systems installed shall be looped extensions, and no dead end systems shall be
			permitted. All water systems shall be connected to the Municipal water system and shall meet
			the standards of the following agencies: Idaho Department of Public Health, Idaho Survey and Rating Bureau, District Sanitarian, Idaho State Public Utilities Commission, Idaho Department of
			Reclamation, and all requirements of the City.
		Council	This standard is not applicable as no new lots are being created. The existing residence is served
	\boxtimes	Findings 16.04.040.M	by the City of Ketchum for water service. Planting Strip Improvements: Planting strips shall be required improvements. When a
		20.0 1.0 10.101	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
		i	, , , , , , , , , , , , , , , , , , , ,

1	ı	T	
			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.
		Council	This standard is not applicable as no new lots are being created. The lot is not adjoining to any
		Findings	incompatible uses or features.
		16.04.040.N	Cuts, Fills, And Grading Improvements: Proposed subdivisions shall be carefully planned to be compatible with natural topography, soil conditions, geology and hydrology of the site, as well as to minimize cuts, fills, alterations of topography, streams, drainage channels, and disruption of soils and vegetation. The design criteria shall include the following: 1. A preliminary soil report prepared by a qualified engineer may be required by the
			commission and/or Council as part of the preliminary plat application. 2. Preliminary grading plan prepared by a civil engineer shall be submitted as part of all preliminary plat applications. Such plan shall contain the following information: a. Proposed contours at a maximum of five foot (5') contour intervals. b. Cut and fill banks in pad elevations. c. Drainage patterns. d. Areas where trees and/or natural vegetation will be preserved. e. Location of all street and utility improvements including driveways to building envelopes. f. Any other information which may reasonably be required by the Administrator, commission or Council to adequately review the affect of the proposed improvements. 3. Grading shall be designed to blend with natural landforms and to minimize the necessity of padding or terracing of building sites, excavation for foundations, and minimize the necessity of cuts and fills for streets and driveways. 4. Areas within a subdivision which are not well suited for development because of existing soil
		Council Findings	conditions, steepness of slope, geology or hydrology shall be allocated for open space for the benefit of future property owners within the subdivision. 5. Where existing soils and vegetation are disrupted by subdivision development, provision shall be made by the subdivider for revegetation of disturbed areas with perennial vegetation sufficient to stabilize the soil upon completion of the construction. Until such times as such revegetation has been installed and established, the subdivider shall maintain and protect all disturbed surfaces from erosion. 6. Where cuts, fills, or other excavations are necessary, the following development standards shall apply: a. Fill areas shall be prepared by removing all organic material detrimental to proper compaction for soil stability. b. Fills shall be compacted to at least ninety five percent (95%) of maximum density as determined by AASHO T99 (American Association of State Highway Officials) and ASTM D698 (American Standard Testing Methods). c. Cut slopes shall be no steeper than two horizontal to one vertical (2:1). Subsurface drainage shall be provided as necessary for stability. d. Fill slopes shall be no steeper than three horizontal to one vertical (3:1). Neither cut nor fill slopes shall be located on natural slopes of three to one (3:1) or steeper, or where fill slope toes out within twelve feet (12') horizontally of the top and existing or planned cut slope. e. Toes of cut and fill slopes shall be set back from property boundaries a distance of three feet (3'), plus one-fifth (1/5) of the height of the cut or the fill, but may not exceed a horizontal distance of ten feet (10'); tops and toes of cut and fill slopes shall be set back from structures at a distance of at least six feet (6'), plus one-fifth (1/5) of the height of the cut or the fill. Additional setback distances shall be provided as necessary to accommodate drainage features and drainage structures. This standard is not applicable as no new lots are being created and no grading is proposed o
		16.04.040.O	Drainage Improvements: The subdivider shall submit with the preliminary plat application such maps, profiles, and other data prepared by an engineer to indicate the proper drainage of the surface water to natural drainage courses or storm drains, existing or proposed. The location and width of the natural drainage courses shall be shown as an easement common to all owners within the subdivision and the City on the preliminary and final plat. All natural
			drainage courses shall be left undisturbed or be improved in a manner that will increase the operating efficiency of the channel without overloading its capacity. An adequate storm and

				surface drainage system shall be a required improvement in all subdivisions and shall be installed by the subdivider. Culverts shall be required where all water or drainage courses intersect with streets, driveways or improved public easements and shall extend across and under the entire improved width including shoulders.
			Council Findings	This standard is not applicable as no new lots are being created. No changes are proposed or required to the drainage of the existing lot.
□ □ ⊠ 16.04.040.P		16.04.040.P	Utilities: In addition to the terms mentioned in this section, all utilities including, but not limited to, electricity, natural gas, telephone and cable services shall be installed underground as a required improvement by the subdivider. Adequate provision for expansion of such services within the subdivision or to adjacent lands including installation of conduit pipe across and underneath streets shall be installed by the subdivider prior to construction of street improvements.	
			Council Findings	This standard is not applicable as no new lots are being created. All necessary utilities serve the existing residence with no changes proposed or required.
			16.04.040.Q	Off Site Improvements: Where the off site impact of a proposed subdivision is found by the commission or Council to create substantial additional traffic, improvements to alleviate that impact may be required of the subdivider prior to final plat approval, including, but not limited to, bridges, intersections, roads, traffic control devices, water mains and facilities, and sewer mains and facilities.
			Council Findings	This standard is not applicable as no off-site improvements are required for the application.
			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.
			Council Findings	This standard is not applicable as the subject property is not within the Avalanches Zone District or Mountain Overlay Zone District.
			16.04.040.S	Existing natural features which enhance the attractiveness of the subdivision and community, such as mature trees, watercourses, rock outcroppings, established shrub masses and historic areas, shall be preserved through design of the subdivision.
			Council Findings	This standard is not applicable as no changes to existing features on the property are proposed.

CONCLUSIONS OF LAW

- 1. The City of Ketchum is a municipal corporation established in accordance with Article XII of the Constitution of the State of Idaho and Title 50 Idaho Code and is required and has exercised its authority pursuant to the Local Land Use Planning Act codified at Chapter 65 of Title 67 Idaho Code and pursuant to Chapters 3, 9 and 13 of Title 50 Idaho Code to enact the ordinances and regulations, which ordinances are codified in the Ketchum City Code ("KMC") and are identified in the Findings of Fact and which are herein restated as Conclusions of Law by this reference and which city ordinances govern the applicant's application for the development and use of the project site.
- 2. The Council has authority to hear the applicant's Lot Line Shift Application pursuant to Chapter 16.04 of Ketchum Code Title 16.
- 3. The City of Ketchum Planning Department provided adequate notice for the review of this application.
- 4. The Lot Line Shift (Readjustment of Lot Lines) application is governed under Sections 16.04.010, 16.04.020, 16.04.030, and 16.04.060 of Ketchum Municipal Code Chapter 16.04.
- 5. As conditioned, the proposed Lot Line Shift meets the standards for approval under Title 16 of Ketchum Municipal Code.

DECISION

THEREFORE, the Ketchum City Council **approves** the Amkay Townhomes Lot Line Shift Application this Monday, June 13th, 2022 subject to the following conditions:

CONDITIONS OF APPROVAL

- 1. The amended plat mylar shall meet all conditions specified in Table 1: Findings Regarding Contents of Final Plat and Subdivision Design & Development Requirements.
- 2. The amended subdivision plat shall meet all governing ordinances, requirements, and regulations of the Fire Department (2012 International Fire Code and local Fire Protection Ordinance No. 1125), Building Department (2012 International Building Code, the 2012 International Residential Code, and Title 15 of Ketchum Municipal Code), Utilities Department, Street Department (Title 12 of Ketchum Municipal Code), and the City Engineer.
- 3. The recorded plat shall show a minimum of two Blaine County Survey Control Monuments with ties to the property and an inverse between the two monuments. The Survey Control Monuments shall be clearly identified on the face of the map.
- 4. An electronic CAD file shall be submitted to the City of Ketchum prior to final plat signature by the City Clerk. The electronic CAD file shall be submitted to the Blaine County Recorder's office concurrent with the recording of the Plat containing the following minimum data:
 - a. Line work delineating all parcels and roadways on a CAD layer/level designated as "parcel";
 - b. Line work delineating all roadway centerlines on a CAD layer/level designated as "road"; and,
 - c. Line work that reflects the ties and inverses for the Survey Control Monuments shown on the face of the Plat shall be shown on a CAD layer/level designated as "control"; and,
 - d. All information within the electronic file shall be oriented and scaled to Grid per the Idaho State Plane Coordinate System, Central Zone, NAD1983 (1992), U.S. Survey Feet, using the Blaine County Survey Control Network. Electronic CAD files shall be submitted in a ".dwg", ".dgn" or ".shp" format and shall be submitted digitally to the City on a compact disc. When the endpoints of the lines submitted are indicated as coincidental with another line, the CAD line endpoints shall be separated by no greater than 0.0001 drawing units.
- 5. The Final Plat mylar shall contain all items required under Title 50, Chapter 13, Idaho Code as well as all items required pursuant to KMC §16.04.030J including certificates and signatures.
- 6. The applicant shall provide a copy of the recorded Final Plat to the Planning and Building Department for the official file on the application.

Findings of Fact adopted this 13^{th} day of June 2022

Neil Bradshaw, Mayor

Tara Fenwick, City Clerk



City of Ketchum

June 13, 2022

Mayor Bradshaw and City Councilors City of Ketchum Ketchum, Idaho

Mayor Bradshaw and City Councilors:

Recommendation to Hold a Public Hearing and Approve the Saddle Light Condominiums & See View Condominiums Lot Line Shift Final Plats & Findings of Fact, Conclusions of Law, and Decision.

Recommendation and Summary

Staff recommends the Ketchum City Council hold a public hearing and approve the Lot Line Shift Final Plat submitted by Dave Patrie of Benchmark Associates on behalf of property owners Somerton Investors LLC, Geoffrey Jiranek (Saddle Light), Valeria Ashbaugh, Jerome & Frances Davis (See View) to move the interior lot line shared by the subject properties.

Recommended Motion: "I move to approve the Saddle Light Condominiums & See View Condominiums Lot Line Shift Final Plat & Findings of Fact, Conclusions of Law, and Decision."

The reasons for the recommendation are as follows:

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

Analysis

Saddle Light Condominiums is located at 109 Latigo Lane and See View Condominiums is located at 115 Latigo Lane. Saddle Light Condominiums.

Both See View and Saddle Light Condominiums are developed with condominium units on site. The owners wish to readjust their shared interior lot line, moving the lot line several feet southward (closer to Saddle Light Condominiums). This action will result in See View Condominiums having a total area of 9,923 square feet and Saddle Light Condominiums 18,089 square feet. The resulting Saddle Light and See View Condominiums will both continue to meet the dimensional standards for setbacks, building coverage, and so forth as required by the zoning code.

The hearing for this action was properly noticed and no public comment has been received as of June 8, 2022.

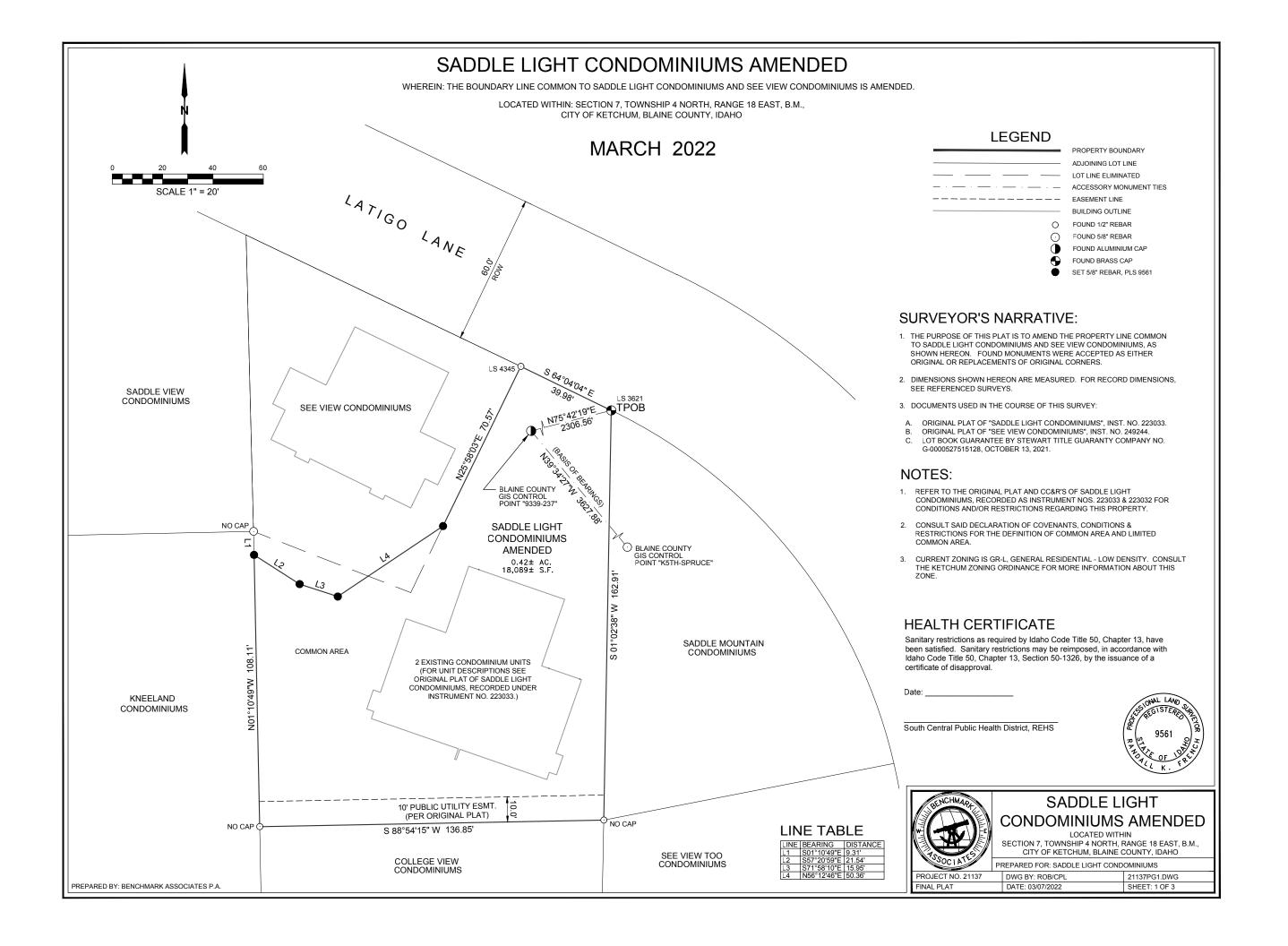
Financial Impact

None

Attachments

Saddle Light Condominiums, Final Plat See View Condominiums, Final Plat Draft Findings of Fact, Conclusions of Law, and Decision

Attachment A: Saddle Light Condominiums Final Plat



SADDLE LIGHT CONDOMINIUMS AMENDED

OWNER'S CERTIFICATE

THIS IS TO CERTIFY that SOMERTON INVESTORS, LLC, a Texas limited liability company is the owner in fee simple of Real Property described as follows:

A parcel of land located within Section 7, Township 4 North, Range 18 East, Boise Meridian, Ketchum, Idaho, more particularly described as follows:

Unit 1 and Garage Unit 1 as shown on the Condominium Map for SADDLE LIGHT CONDOMINIUMS, according to the official plat thereof, recorded as Instrument No. 223033, and as defined and described in that Condominium Declaration for Saddle Light Condominiums, recorded as Instrument No. 223032, records of Blaine County, Idaho

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

Pursuant to Idaho Code 50-1334, the undersigned, as owner, does hereby state that the lots on this plat are eligible to receive water service from the Ketchum Water Department, and that said district has agreed in writing to serve the lots shown on this plat.

IN WITNESS WHEREOF, I have hereunto set my hand.

SOMERTON INVESTORS, LLC, a Texas limited liability company

Ву:			
Signed this	day of	, 20	

ACKNOWLEDGMENT				
STATE OF)			
COUNTY OF)ss.			
On this day of	, in the year of 20, before me, the			
undersigned, personally appeared	I, known or identified			
to me (or proved to me), to be the	of Somerton Investors, LLC, a			
Texas limited liability company and acknowledged to me that he and said limited liability company				

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

Notary Public	
Residing at:	
Commission Expires:	

OWNER'S CERTIFICATE

THIS IS TO CERTIFY that GEOFFREY C. JIRANEK, a married man, as his sole and separate property is the owner in fee simple of Real Property described as follows:

A parcel of land located within Section 7, Township 4 North, Range 18 East, Boise Meridian, Ketchum, Idaho, more particularly described as follows:

Unit 2 and Garage Unit 2 as shown on the Condominium Map for SADDLE LIGHT CONDOMINIUMS, according to the official plat thereof, recorded as Instrument No. 223033, and as defined and described in that Condominium Declaration for Saddle Light Condominiums, recorded as Instrument No. 223032, records of Blaine County, Idaho.

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

Pursuant to Idaho Code 50-1334, the undersigned, as owner, does hereby state that the lots on this plat are eligible to receive water service from the Ketchum Water Department, and that said district has agreed in writing to serve the lots shown on this plat.

IN WITNESS WHEREOF, I have hereunto set my hand.

GEOFFREY C. JIRANEK
Signed this , 20
ACKNOWLEDGMENT
STATE OF)
COUNTY OF)ss.
On this day of, in the year of 20, before me, the undersigned, personally appeared GEOFFREY C. JIRANEK, known or identified to me (or proved to me), to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same.
IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year in this certificate first above written.
Notary Public
Residing at:
Commission Expires:



SADDLE LIGHT CONDOMINIUMS AMENDED

SHEET: 2 OF 3

LOCATED WITHIN: SECTION 7, T4N, R18E, B.M., CITY OF KETCHUM, BLAINE COUNTY, IDAHO

DATE: 11/08/2021

SADDLE LIGHT CONDOMINIUMS AMENDED

SURVEYOR'S CERTIFICATE I, Randall K. French, a duly Registered Professional Land Surveyor in the State of Idaho, do hereby certify that this is a true and accurate map of the land surveyed under my direct supervision in accordance with the State of Idaho Code relating to plats and surveys.	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, 2022, this plat was duly accepted and approved.
RANDALL K. FRENCH, P.L.S. #9561 PARTIES OF DESCRIPTION OF DESCRIP	TARA FENWICK, City Clerk
COUNTY SURVEYOR'S APPROVAL	CITY ENGINEER CERTIFICATE
This is to certify that I, SAM YOUNG, County Surveyor for Blaine County, Idaho, have checked the foregoing plat and computations for making the same and have determined that they comply with the laws of the State of Idaho relating thereto.	I, the undersigned, City Engineer in and for the City of Ketchum, Blaine County, Idaho do hereby approve this plat on this day of, 2022, and certify that it is in accordance with the City of Ketchum subdivision ordinance.
BLAINE COUNTY SURVEYOR DATE	SHERRI NEWLAND, City Engineer
BLAINE COUNTY TREASURER'S CERTIFICATE	CITY PLANNER CERTIFICATE
On this day of, 20, the foregoing plat was approved and accepted by the Blaine County Treasurer, Blaine County, Idaho.	I, the undersigned, Planner in and for the City of Ketchum, Blaine County, Idaho do hereby approve this plat on this day of, 2022, and certify that it is in accordance with the City of Ketchum subdivision ordinance.
By:	
	Ву:



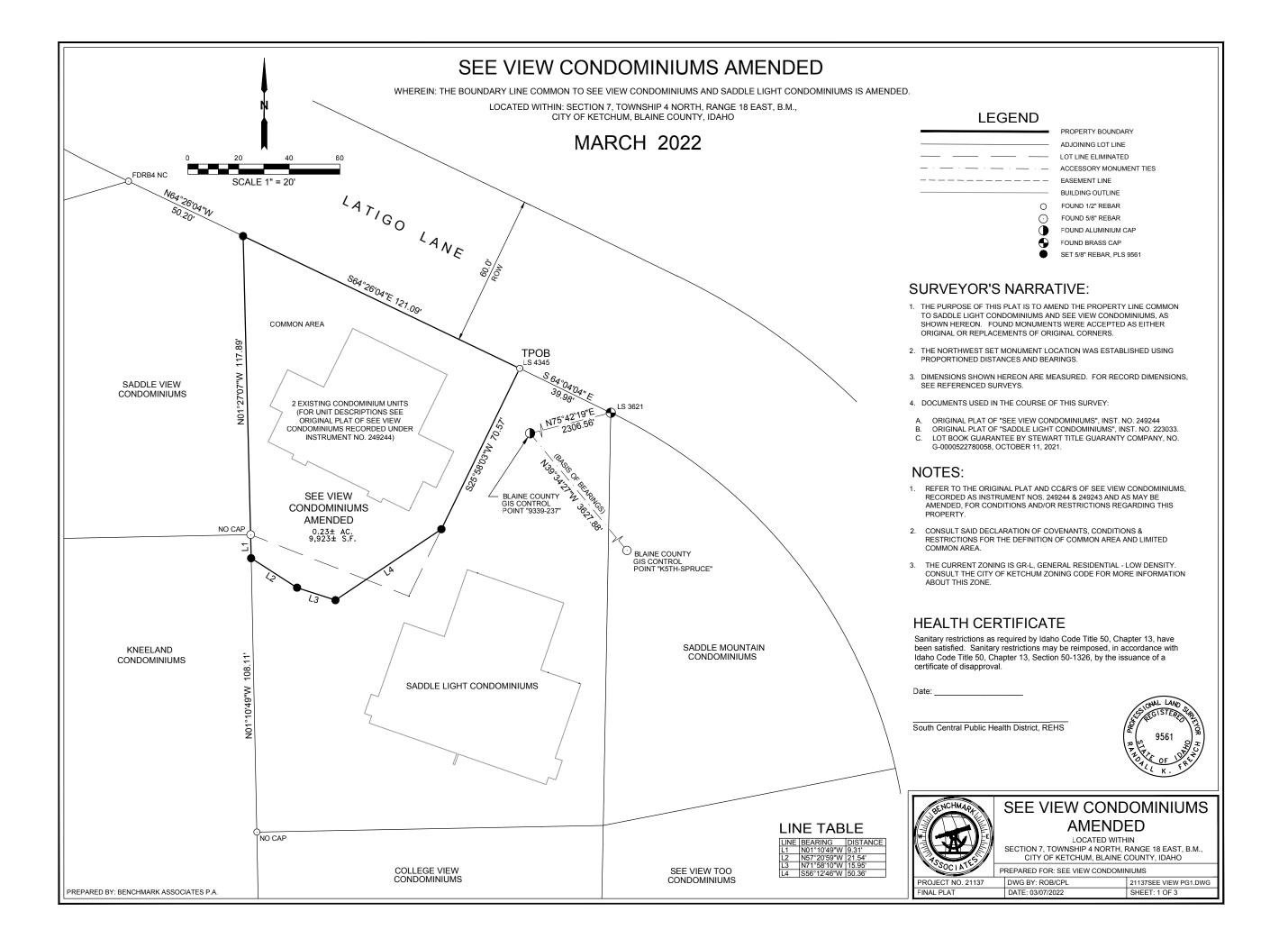
SADDLE LIGHT CONDOMINIUMS AMENDED

LOCATED WITHIN: SECTION 7, T4N, R18E, B.M., CITY OF KETCHUM, BLAINE COUNTY, IDAHO

PREPARED FOR: SADDLE LIGHT CONDOMINIUMS
PROJECT NO. 21137 DWG BY: CPL FILE: 21137CRT.DWG
FINAL PLAT DATE: 03/07/2022 SHEET: 3 OF 3

BLAINE COUNTY RECORDER'S CERTIFICATE

Attachment B: See View Condominiums Final Plat



SEE VIEW CONDOMINIUMS AMENDED

OWNER'S CERTIFICATE

THIS IS TO CERTIFY that THE DAVIS 1992 TRUST, dated August 27, 1999, Jerome H. Davis and Frances F. Davis, Trustees, are the owners in fee simple of Real Property described as follows:

A parcel of land located within Section 7, Township 4 North, Range 18 East, Boise Meridian, Ketchum, Idaho, more particularly described as follows:

Condominium Unit 1 of SEE VIEW, A CONDOMINIUM, according to the official plat thereof, recorded as Instrument No. 249244, records of Blaine County, Idaho, and as defined and described in that Condominium Declaration for See View Condominiums, recorded as Instrument No. 249243, records of Blaine County, Idaho.

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

Pursuant to Idaho Code 50-1334, the undersigned, as owner, does hereby state that the lots on this plat are eligible to receive water service from the Ketchum Water Department, and that said district has agreed in writing to serve the lots shown on this plat.

IN WITNESS WHEREOF, we have hereunto set our hands.

The second secon
THE DAVIS 1992 TRUST, dated August 27, 1999
Ву:
JEROME H. DAVIS
Ву:
FRANCIS F. DAVIS
Signed this day of , 20
Signed tills day til, 20
ACKNOWLEDGMENT
STATE OF)
COUNTY OF)ss.
On this day of, in the year of 20, before me, the undersigned, personally appeared JEROME H. DAVIS and FRANCES F. DAVIS, known or
identified to me (or proved to me), to be the trustees of The Davis 1992 Trust, dated August 27, 1999 and acknowledged to me that they and said trust executed the same.
IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year in this certificate first above written.
Notary Public
Residing at:
Commission Expires:

OWNER'S CERTIFICATE

THIS IS TO CERTIFY that VALERIE J. ASHBAUGH, a single woman, as her sole and separate property is the owner in fee simple of Real Property described as follows:

A parcel of land located within Section 7, Township 4 North, Range 18 East, Boise Meridian, Ketchum, Idaho, more particularly described as follows:

Condominium Unit 2 of SEE VIEW, A CONDOMINIUM, according to the official plat thereof, recorded as Instrument No. 249244, records of Blaine County, Idaho, and as defined and described in that Condominium Declaration for See View Condominiums, recorded as Instrument No. 249243, records of Blaine County, Idaho.

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

Pursuant to Idaho Code 50-1334, the undersigned, as owner, does hereby state that the lots on this plat are eligible to receive water service from the Ketchum Water Department, and that said district has agreed in writing to serve the lots shown on this plat.

IN WITNESS WHEREOF, I have hereunto set my hand.

VALERIE J. ASHBAUGH
Signed this , 20
ACKNOWLEDGMENT
STATE OF)
STATE OF))ss. COUNTY OF)
On this day of, in the year of 20, before me, the undersigned, personally appeared VALERIE J. ASHBAUGH, known or identified to me (or proved to me), to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same.
IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year in this certificate first above written.
Notary Public
Residing at:
Commission Expires:



SEE VIEW CONDOMINIUMS AMENDED

LOCATED WITHIN: SECTION 7, T4N, R18E, B.M., CITY OF KETCHUM, BLAINE COUNTY, IDAHO

 PREPARED FOR: SADDLE LIGHT CONDOMINIUMS

 PROJECT NO. 21137
 DWG BY: CPL
 FILE: 21137 SEE VIEW CRT.DWG

 FINAL PLAT
 DATE: 11/08/2021
 SHEET: 2 OF 3

SEE VIEW CONDOMINIUMS AMENDED

SURVEYOR'S CERTIFICATE	KETCHUM CITY COUNCIL CERTIFICATE
I, Randall K. French, a duly Registered Professional Land Surveyor in the State of Idaho, do hereby certify that this is a true and accurate map of the land surveyed under my direct supervision in accordance with the State of Idaho Code relating to plats and surveys.	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, 2022, this plat was duly accepted and approved.
RANDALL K. FRENCH, P.L.S. #9561 9561 PARTICIPATION OF TRANSPORTED TO SERVICE OF TRANSPORTED TO	TARA FENWICK, City Clerk
COUNTY SURVEYOR'S APPROVAL	CITY ENGINEER CERTIFICATE
This is to certify that I, SAM YOUNG, County Surveyor for Blaine County, Idaho, have checked the foregoing plat and computations for making the same and have determined that they comply with the laws of the State of Idaho relating thereto.	I, the undersigned, City Engineer in and for the City of Ketchum, Blaine County, Idaho do hereby approve this plat on thisday of, 2022, and certify that it is in accordance with the City of Ketchum subdivision ordinance.
BLAINE COUNTY SURVEYOR DATE	SHERRI NEWLAND, City Engineer
BLAINE COUNTY TREASURER'S CERTIFICATE	CITY PLANNER CERTIFICATE
On this day of, 20, the foregoing plat was approved and accepted by the Blaine County Treasurer, Blaine County, Idaho.	I, the undersigned, Planner in and for the City of Ketchum, Blaine County, Idaho do hereby approve this plat on this day of, 2022, and certify that it is in accordance with the City of Ketchum subdivision ordinance.
By:	
	Ву:



SEE VIEW CONDOMINIUMS AMENDED

LOCATED WITHIN: SECTION 7, T4N, R18E, B.M., CITY OF KETCHUM, BLAINE COUNTY, IDAHO

BLAINE COUNTY RECORDER'S CERTIFICATE

Attachment C:

Findings of Fact, Conclusions of Law, and Decision



IN RE:

)
See View & Saddle Light Condominiums
) KETCHUM CITY COUNCIL
Lot Line Shift
) FINDINGS OF FACT, CONCLUSIONS OF LAW, AND
Date: June 13, 2022
) DECISION
)
File Number: P22-018
)

Findings Regarding Application Filed

PROJECT: Saddle Light & See View Condominium Lot Line Shift

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

FILE NUMBER: P22-018

OWNER: Somerton Investors LLC, Geoffrey Jiranek, Valerie Ashbaugh, Jerome & Frances Davis

REPRESENTATIVE: Dave Patrie, Benchmark Associates

REQUEST: Final Plat readjust the interior property line shared by the two subject properties

LOCATION: 109 and 115 Latigo Lane (See View Condominiums & Saddle Light Condominiums)

NOTICE: A public hearing notice was mailed to all property owners within 300 feet of the project

site and political subdivisions on May 25, 2022. The public hearing notice was published

in the Idaho Mountain Express on May 25, 2022.

ZONING: General Residential-Low Density (GR-L) Zoning District

Findings Regarding Application Filed

This Lot Line Shift application, submitted by Dave Patrie of Benchmark Associates on behalf of property owners, Somerton Investors LLC, Geoffrey Jiranek, Valerie Ashbaugh, Jerome & Frances Davis, proposes to shift the interior lot line between See View & Saddle Light Condominiums located at 109 and 115 Latigo Lane within the General Residential Low Density (GR-L) Zoning District.

The lot line shift will move the interior property line resulting in a See View Condominiums that is 9,923 square feet and a Saddle View Condominiums that is 18,089 square feet.

Findings Regarding Readjustment of Lot Lines (KMC §16.04.060)

Consistent with Ketchum Municipal Code (KMC) §16.04.020, the proposal meets the definition of Readjustment of Lot Lines because: (1) See View and Saddle Light Condominiums comply with the dimensional standards required for properties located within General Residential-Low Density (GR-L) Zoning District, and (2) the proposal does not create additional lots or dwelling units.

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

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

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

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

				ontents of Final Plat and Subdivision Design & Development Requirements	
(Compliant		Standards and Council Findings		
			16.04.030.K Contents Of Final Plat: The final plat shall be drawn at such a scale and contain such lette to enable same to be placed upon sheets of eighteen inch by twenty four inch (18" x 24") paper with no part of the drawing nearer to the edge than one-half inch (1/2"), and shall conformance with the provisions of title 50, chapter 13, Idaho Code. The reverse side of s sheet shall not be used for any portion of the drawing, but may contain written matter as dedications, certificates, signatures, and other information. The contents of the final plat include all items required under title 50, chapter 13, Idaho Code, and also shall include th following:		
			Council	The mylar paper shall be prepared following Ketchum City Council review and approval of the	
			Findings	Final Plat application and shall meet these standards.	
			16.04.030.K.1	Point of beginning of subdivision description tied to at least two (2) governmental survey corners, or in lieu of government survey corners, to monuments recognized by the city engineer.	
			Council	As conditioned, this standard shall be met. The plat mylar shall show a minimum of two Blaine	
			Findings	County Survey Control Monuments with ties to the property and an inverse between the two monuments. The Survey Control Monuments shall be clearly identified on the face of the map.	
×			16.04.030.K.2	Location and description of monuments.	
				As conditioned, this standard shall be met. The final plat mylar shall show the location and description of monuments.	
×			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.
		Council Findings	The plat indicates Latigo Lane as well as the public utility easements.
			As conditioned, this standard shall be met. The final plat mylar shall show tract boundary lines, property lines, lot lines, street right of way lines and centerlines, other rights of way and easement
			lines, building envelopes as required on the preliminary plat, lot area of each lot, boundaries of floodplain and floodway and avalanche district, all with bearings, accurate dimensions in feet and decimals, in degrees and minutes and radii, arcs, central angles, tangents and chord lengths of all curves to the above accuracy.
\boxtimes		16.04.030.K.4	Names and locations of all adjoining subdivisions.
		Council Findings	The plat indicates the adjacent condominium subdivisions. As this standard shall be met, the final plat mylar shall show the names and locations of all adjoining subdivision.
\boxtimes		16.04.030.K.5	Name and right of way width of each street and other public rights of way.
		Council Findings	This standard has been met. The plat indicates the Latigo Lane public rights-of-way.
\boxtimes		16.04.030.K.6	Location, dimension and purpose of all easements, public or private.
		Council Findings	This standard has been met. The plat indicates the utility, planting strip, drainage, and snow storage easements.
\boxtimes		16.04.030.K.7	The blocks numbered consecutively throughout each block.
		Council Findings	This standard has been met.
		16.04.030.K.8	The outline of any property, other than a street, alley or easement, which is offered for dedication to public use, fully dimensioned by distances and bearings with the area marked "Dedicated to the City of Ketchum for Public Use", together with any other descriptive language with regard to the precise nature of the use of the land so dedicated.
		Council Findings	N/A as no dedications of this type have been proposed.
		16.04.030.K.9	The title, which shall include the name of the subdivision, the name of the city, if appropriate, county and state, and the location and description of the subdivision referenced to section, township, range.
		Council Findings	This standard has been met.
\boxtimes		16.04.030.K.10 Scale, north arrow and date.	
\boxtimes		16.04.030.K.11	This standard has been met. Location, width, and names of all existing or dedicated streets and other public ways within or adjacent to the proposed subdivision
		Council Findings	This standard has been met. Latigo Lane are indicated on the subdivision plat.
	\boxtimes	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	This standard is not applicable.
\boxtimes		16.04.030.K.13	Certificate by registered engineer or surveyor preparing the map certifying to the accuracy of surveying plat.
		Council	As conditioned, this standard will be met prior to recordation of the Final Plat. The signature block
	 	Findings	page shall include the surveyor's certification.
\boxtimes		16.04.030.K.14 Council	A current title report of all property contained within the plat.
		Findings	This standard has been met. A title report was submitted for the properties.
\boxtimes		16.04.030.K.15	Certification of owner(s) of record and all holders of security interest(s) of record with regard to such property.
		Council Findings	As conditioned, this standard will be met prior to recordation of the Final Plat. The signature block page shall include a certificate of ownership and associated acknowledgement from all owners

See View & Saddle Light Condominiums Lot Line Shift Application Findings of Fact, Conclusions of Law, and Decision Ketchum City Council Meeting of June 13th, 2022

435

				and holders of security interest with regard to the subject property, which shall be signed
				following Ketchum City Council review and approval of the application and prior to recordation of the Final Plat.
\boxtimes			16.04.030.K.16	Certification and signature of engineer (surveyor) verifying that the subdivision and design standards meet all city requirements.
			Council Findings	As conditioned, this standard will be met prior to recordation of the Final Plat. The signature block page shall include the certification and signature of the surveyor verifying that the subdivision and design standards meet all City requirements.
\boxtimes			16.04.030.K.17	Certification and signature of the city engineer verifying that the subdivision and design standards meet all city requirements.
			Council Findings	As conditioned, this standard will be met prior to recordation of the Final Plat. The signature block page shall include the City Engineer's approval and verification that the subdivision and design standards meet all City requirements.
\boxtimes			16.04.030.K.18	Certification and signature of the city clerk of the city of Ketchum verifying that the subdivision has been approved by the council.
			Council Findings	As conditioned, this standard will be met prior to recordation of the Final Plat. The signature block page shall include the certification and signature of the City Clerk verifying the subdivision has been approved by City Council.
			16.04.030.K.19	Notation of any additional restrictions imposed by the council on the development of such subdivision to provide for the public health, safety and welfare.
			Council Findings	This standard is not applicable as this application shifts the interior lot line separating See View & Saddle Light Condominiums to create amended See View Condominiums and Saddle Light Condominiums.
			16.04.030.L	Final Plat Copies: Both a hard copy and a digital copy of the final plat shall be filed with the administrator prior to being placed upon the Council's agenda. A digital copy of the final plat as approved by the council and signed by the city clerk shall be filed with the administrator and retained by the city. The. Applicant shall also provide the city with a digital copy of the recorded document with its assigned legal instrument number.
			Council Findings	This standard has been met.
			16.04.040.A	Required Improvements: The improvements set forth in this section shall be shown on the preliminary plat and installed prior to approval of the final plat. Construction design plans shall be submitted and approved by the city engineer. All such improvements shall be in accordance with the comprehensive plan and constructed in compliance with construction standard specifications adopted by the city.
			Council Findings	This standard is not applicable as this application shifts the interior lot line separating See View & Saddle Light Condominiums to create amended See View Condominiums and Saddle Light Condominiums. No additional improvements or required for the lot line shift.
			16.04.040.B	Improvement Plans: Prior to approval of final plat by the Council, the subdivider shall file two (2) copies with the city engineer, and the city engineer shall approve construction plans for all improvements required in the proposed subdivision. Such plans shall be prepared by a civil engineer licensed in the state.
			Council Findings	This standard is not applicable as this application shifts the interior lot line separating See View & Saddle Light Condominiums to create amended See View Condominiums and Saddle Light Condominiums. No additional improvements or required for the lot line shift.
			16.04.040.C	Performance Bond: Prior to final plat approval, the subdivider shall have previously constructed all required improvements and secured a certificate of completion from the city engineer. However, in cases where the required improvements cannot be constructed due to weather, factors beyond the control of the subdivider, or other conditions as determined acceptable at the sole discretion of the city, the city council may accept, in lieu of any or all of the required improvements, a performance bond filed with the city clerk to ensure actual construction of the required improvements as submitted and approved. Such performance bond shall be issued in an amount not less than one hundred fifty percent (150%) of the estimated costs of improvements as determined by the city engineer. In the event the improvements are not constructed within the time allowed by the city council (which shall be two years or less, depending upon the individual circumstances), the council may order the improvements installed at the expense of the subdivider and the surety. In the event the cost of installing the required improvements exceeds the amount of the bond, the subdivider shall be liable to the city for additional costs. The amount that the cost of installing the required improvements

			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.
		Council	This standard is not applicable as this application shifts the interior lot line separating See View &
		Findings	Saddle Light Condominiums to create amended See View Condominiums and Saddle Light Condominiums. No additional improvements or required for the lot line shift.
		16.04.040.D	As Built Drawing: Prior to acceptance by the city council of any improvements installed by the subdivider, two (2) sets of as built plans and specifications, certified by the subdivider's engineer, shall be filed with the city engineer. Within ten (10) days after completion of improvements and submission of as built drawings, the city engineer shall certify the
			completion of the improvements and the acceptance of the improvements, and shall submit a copy of such certification to the administrator and the subdivider. If a performance bond has been filed, the administrator shall forward a copy of the certification to the city clerk.
			Thereafter, the city clerk shall release the performance bond upon application by the subdivider.
		Council	This standard is not applicable as this application shifts the interior lot line separating See View &
		Findings	Saddle Light Condominiums to create amended See View Condominiums and Saddle Light
			Condominiums. No additional improvements or required for the lot line shift.
		16.04.040.E	Monumentation: Following completion of construction of the required improvements and prior to certification of completion by the city engineer, certain land survey monuments shall be
			reset or verified by the subdivider's engineer or surveyor to still be in place. These monuments
			shall have the size, shape, and type of material as shown on the subdivision plat. The
			monuments shall be located as follows:
			1. All angle points in the exterior boundary of the plat.
			2. All street intersections, points within and adjacent to the final plat.
			3. All street corner lines ending at boundary line of final plat.
			4. All angle points and points of curves on all streets.
		Council	5. The point of beginning of the subdivision plat description. The applicant shall meet the required monumentation standards prior to recordation of the Final
		Findings	Plat.
\square		16.04.040.F	
		16.04.040.F	Lot Requirements: 1. Lot size, width, depth, shape and orientation and minimum building setback lines shall be in compliance with the zoning district in which the property is located and compatible with the location of the subdivision and the type of development, and preserve solar access to adjacent properties and buildings. 2. Whenever a proposed subdivision contains lot(s), in whole or in part, within the floodplain, or which contains land with a slope in excess of twenty five percent (25%), based upon natural contours, or creates corner lots at the intersection of two (2) or more streets, building envelopes shall be shown for the lot(s) so affected on the preliminary and final plats. The building envelopes shall be located in a manner designed to promote harmonious development of structures, minimize congestion of structures, and provide open space and solar access for each lot and structure. Also, building envelopes shall be located to promote access to the lots and maintenance of public utilities, to minimize cut and fill for roads and building foundations, and minimize adverse impact upon environment, watercourses and topographical features. Structures may only be built on buildable lots. Lots shall only be created that meet the definition of "lot, buildable" in section 16.04.020 of this chapter. Building envelopes shall be established outside of hillsides of twenty five percent (25%) and greater and outside of the floodway. A waiver to this standard may only be considered for the following: a. For lot line shifts of parcels that are entirely within slopes of twenty five percent (25%) or greater to create a reasonable building envelope, and mountain overlay design review standards and all other city requirements are met. b. For small, isolated pockets of twenty five percent (25%) or greater that are found to be in compliance with the purposes and standards of the mountain overlay district and this section. 3. Corner lots outside of the original Ketchum Townsite shall have a property line curve or co

		_	
			6. Every lot in a subdivision shall have a minimum of twenty feet (20') of frontage on a
			dedicated public street or legal access via an easement of twenty feet (20') or greater in width.
			Easement shall be recorded in the office of the Blaine County recorder prior to or in conjunction
			with recordation of the final plat. Minimum lot sizes in all cases shall be reversed frontage lot(s).
		Council	Standard #1 has been met. See View Condominiums and Saddle Light Condominiums complies
		Findings	with the dimensional standards required for lots within the GR-L Zone. Standard #2 is not
		Fillulitys	
			applicable as the subject property isn't located within the Floodplain or Mountain overlays.
			Standard #3 is not applicable as the subject property is not a corner lot. Standard #4 has been
			met. Standard #5 is not applicable as the properties are not double frontage lots. Standard #6 has
			been met as both properties have over 20' of frontage along Latigo Lane
	\boxtimes	16.04.040.G	G. Block Requirements: The length, width and shape of blocks within a proposed subdivision
			shall conform to the following requirements:
			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. Except in the original Ketchum Townsite, corner lots shall contain a building
			envelope outside of a seventy five foot (75') radius from the intersection of the
			streets.
		Council	This application does not create a new block. This requirement is not applicable.
 		Findings	
	\boxtimes	16.04.040.H	Street Improvement Requirements:
			1. The arrangement, character, extent, width, grade and location of all streets put in the
			proposed subdivision shall conform to the comprehensive plan and shall be considered in their
			relation to existing and planned streets, topography, public convenience and safety, and the
			proposed uses of the land;
			2. All streets shall be constructed to meet or exceed the criteria and standards set forth
			in chapter 12.04 of this code, and all other applicable ordinances, resolutions or regulations of
			the city or any other governmental entity having jurisdiction, now existing or adopted,
			amended or codified;
			3. Where a subdivision abuts or contains an existing or proposed arterial street, railroad or
			limited access highway right of way, the council may require a frontage street, planting strip, or
			similar design features;
			4. Streets may be required to provide access to adjoining lands and provide proper traffic
			circulation through existing or future neighborhoods;
			5. Street grades shall not be less than three-tenths percent (0.3%) and not more than seven
			percent (7%) so as to provide safe movement of traffic and emergency vehicles in all weather
			and to provide for adequate drainage and snow plowing;
			6. In general, partial dedications shall not be permitted, however, the council may accept a
			partial street dedication when such a street forms a boundary of the proposed subdivision and
			is deemed necessary for the orderly development of the neighborhood, and provided the
			council finds it practical to require the dedication of the remainder of the right of way when the
			adjoining property is subdivided. When a partial street exists adjoining the proposed
			subdivision, the remainder of the right of way shall be dedicated;
			7. Dead end streets may be permitted only when such street terminates at the boundary of a
			subdivision and is necessary for the development of the subdivision or the future development
			of the adjacent property. When such a dead end street serves more than two (2) lots, a
			temporary turnaround easement shall be provided, which easement shall revert to the
			adjacent lots when the street is extended;
			8. A cul-de-sac, court or similar type street shall be permitted only when necessary to the
			development of the subdivision, and provided, that no such street shall have a maximum length
			greater than four hundred feet (400') from entrance to center of turnaround, and all cul-de-sacs
			shall have a minimum turnaround radius of sixty feet (60') at the property line and not less than
			forty five feet (45') at the curb line;
			9. Streets shall be planned to intersect as nearly as possible at right angles, but in no event at
			less than seventy degrees (70°);

	1	1	
			10. Where any street deflects an angle of ten degrees (10°) or more, a connecting curve shall be required having a minimum centerline radius of three hundred feet (300') for arterial and
			collector streets, and one hundred twenty five feet (125') for minor streets;
			11. Streets with centerline offsets of less than one hundred twenty five feet (125') shall be
			prohibited;
			12. A tangent of at least one hundred feet (100') long shall be introduced between reverse
			curves on arterial and collector streets;
			13. Proposed streets which are a continuation of an existing street shall be given the same
			names as the existing street. All new street names shall not duplicate or be confused with the
			names of existing streets within Blaine County, Idaho. The subdivider shall obtain approval of
			all street names within the proposed subdivision from the County Assessor's office before
			submitting same to council for preliminary plat approval;
			14. Street alignment design shall follow natural terrain contours to result in safe streets, usable
			lots, and minimum cuts and fills; 15. Street patterns of residential areas shall be designed to create areas free of through traffic,
			but readily accessible to adjacent collector and arterial streets;
			16. Reserve planting strips controlling access to public streets shall be permitted under
			conditions specified and shown on the final plat, and all landscaping and irrigation systems
			shall be installed as required improvements by the subdivider;
			17. In general, the centerline of a street shall coincide with the centerline of the street right of
			way, and all crosswalk markings shall be installed by the subdivider as a required improvement;
			18. Street lighting shall be required consistent with adopted city standards and where
			designated shall be installed by the subdivider as a requirement improvement;
			19. Private streets may be allowed upon recommendation by the commission and approval by
			the Council. Private streets shall be constructed to meet the design standards specified in
			subsection H2 of this section and chapter 12.04 of this code;
			20. Street signs shall be installed by the subdivider as a required improvement of a type and
			design approved by the Administrator and shall be consistent with the type and design of
			existing street signs elsewhere in the City; 21. Whenever a proposed subdivision requires construction of a new bridge, or will create
			substantial additional traffic which will require construction of a new bridge or improvement of
			an existing bridge, such construction or improvement shall be a required improvement by the
			subdivider. Such construction or improvement shall be in accordance with adopted standard
			specifications;
			22. Sidewalks, curbs and gutters shall be required consistent with adopted city standards and
			where designated shall be a required improvement installed by the subdivider;
			23. Gates are prohibited on private roads and parking access/entranceways, private driveways
			accessing more than one single-family dwelling unit and one accessory dwelling unit, and public
			rights-of-way unless approved by the City Council; and
			24. No new public or private streets or flag lots associated with a proposed subdivision (land,
			planned unit development, townhouse, condominium) are permitted to be developed on parcels within the Avalanche Zone.
 		Council	This standard is not applicable. This proposal does not create new street, private road, or bridge.
		Findings	The state of the s
	\boxtimes	16.04.040.I	Alley Improvement Requirements: Alleys shall be provided in, commercial and light industrial
			zoning districts. The width of an alley shall be not less than twenty feet (20'). Alley intersections
			and sharp changes in alignment shall be avoided, but where necessary, corners shall be
			provided to permit safe vehicular movement. Dead end alleys shall be permitted only within
			the original Ketchum Townsite and only after due consideration of the interests of the owners
			of property adjacent to the dead-end alley including, but not limited to, the provision of fire
			protection, snow removal and trash collection services to such properties. Improvement of
			alleys shall be done by the subdivider as required improvement and in conformance with
		Council	design standards specified in subsection H2 of this section.
		Council Findings	This standard is not applicable as this application shifts the interior lot line separating See View & Saddle Light Condominiums to create amended See View Condominiums and Saddle Light
		, manys	Condominiums. Alleys are not required in residential neighborhoods.
	\boxtimes	16.04.040.J	Required Easements: Easements, as set forth in this subsection, shall be required for location of
			utilities and other public services, to provide adequate pedestrian circulation and access to
			public waterways and lands.
	<u> </u>		

			1. A nublic utility excement at least ten feet (10% in width shall be required within the street
			1. A public utility easement at least ten feet (10') in width shall be required within the street right-of-way boundaries of all private streets. A public utility easement at least five feet (5') in width shall be required within property boundaries adjacent to Warm Springs Road and within any other property boundary as determined by the City Engineer to be necessary for the provision of adequate public utilities.
			2. Where a subdivision contains or borders on a watercourse, drainageway, channel or stream, an easement shall be required of sufficient width to contain such watercourse and provide access for private maintenance and/or reconstruction of such watercourse.
			3. All subdivisions which border the Big Wood River, Trail Creek and Warm Springs Creek shall dedicate a ten foot (10') fish and nature study easement along the riverbank. Furthermore, the Council shall require, in appropriate areas, an easement providing access through the subdivision to the bank as a sportsman's access. These easement requirements are minimum standards, and in appropriate cases where a subdivision abuts a portion of the river adjacent to an existing pedestrian easement, the Council may require an extension of that easement along the portion of the riverbank which runs through the proposed subdivision.
			4. All subdivisions which border on the Big Wood River, Trail Creek and Warm Springs Creek shall dedicate a twenty five foot (25') scenic easement upon which no permanent structure shall be built in order to protect the natural vegetation and wildlife along the riverbank and to protect structures from damage or loss due to riverbank erosion.
			5. No ditch, pipe or structure for irrigation water or irrigation wastewater shall be constructed, rerouted or changed in the course of planning for or constructing required improvements within a proposed subdivision unless same has first been approved in writing by the ditch company or property owner holding the water rights. A written copy of such approval shall be filed as part of required improvement construction plans.
			6. Nonvehicular transportation system easements including pedestrian walkways, bike paths, equestrian paths, and similar easements shall be dedicated by the subdivider to provide an adequate nonvehicular transportation system throughout the City.
		Council	N/A. No easements are proposed or required for this project. The project does not create a new
		Findings	private street. The property is not adjacent to any waterways or located within the floodplain or riparian area.
		16.04.040.K	Sanitary Sewage Disposal Improvements: Central sanitary sewer systems shall be installed in all subdivisions and connected to the Ketchum sewage treatment system as a required improvement by the subdivider. Construction plans and specifications for central sanitary sewer extension shall be prepared by the subdivider and approved by the City Engineer, Council and Idaho Health Department prior to final plat approval. In the event that the sanitary sewage system of a subdivision cannot connect to the existing public sewage system, alternative provisions for sewage disposal in accordance with the requirements of the Idaho Department of Health and the Council may be constructed on a temporary basis until such time as connection to the public sewage system is possible. In considering such alternative provisions, the Council may require an increase in the minimum lot size and may impose any other reasonable requirements which it deems necessary to protect public health, safety and welfare.
		Council Findings	This standard is not applicable as this application shifts the interior lot line separating See View & Saddle Light Condominiums to create amended See View Condominiums and Saddle Light Condominiums. No sanitary sewage disposal improvements are required for this project.
	\boxtimes	16.04.040.L	Water System Improvements: A central domestic water distribution system shall be installed in all subdivisions by the subdivider as a required improvement. The subdivider shall also be required to locate and install an adequate number of fire hydrants within the proposed subdivision according to specifications and requirements of the City under the supervision of the Ketchum Fire Department and other regulatory agencies having jurisdiction. Furthermore, the central water system shall have sufficient flow for domestic use and adequate fire flow. All such water systems installed shall be looped extensions, and no dead end systems shall be permitted. All water systems shall be connected to the Municipal water system and shall meet the standards of the following agencies: Idaho Department of Public Health, Idaho Survey and Rating Bureau, District Sanitarian, Idaho State Public Utilities Commission, Idaho Department of Reclamation, and all requirements of the City.

	T		1	
			Council	This standard is not applicable as this application shifts the interior lot line separating See View &
			Findings	Saddle Light Condominiums to create amended See View Condominiums and Saddle Light
				Condominiums. Water system improvements are not required for this project.
			16.04.040.M	Planting Strip Improvements: Planting strips shall be required improvements. When a predominantly residential subdivision is proposed for land adjoining incompatible uses or
				features such as highways, railroads, commercial or light industrial districts or off street parking
				areas, the subdivider shall provide planting strips to screen the view of such incompatible
				features. The subdivider shall submit a landscaping plan for such planting strip with the
				preliminary plat application, and the landscaping shall be a required improvement.
			Council Findings	This standard is not applicable as this application shifts the interior lot line separating See View & Saddle Light Condominiums to create amended See View Condominiums and Saddle Light
				Condominiums. Planting strip improvements are not required for this project.
		\boxtimes	16.04.040.N	Cuts, Fills, And Grading Improvements: Proposed subdivisions shall be carefully planned to be
				compatible with natural topography, soil conditions, geology and hydrology of the site, as well
				as to minimize cuts, fills, alterations of topography, streams, drainage channels, and disruption
				of soils and vegetation. The design criteria shall include the following:
				1. A preliminary soil report prepared by a qualified engineer may be required by the
				commission and/or Council as part of the preliminary plat application.
				2. Preliminary grading plan prepared by a civil engineer shall be submitted as part of all
				preliminary plat applications. Such plan shall contain the following information:
				a. Proposed contours at a maximum of five foot (5') contour intervals.
				b. Cut and fill banks in pad elevations.
				c. Drainage patterns.
				d. Areas where trees and/or natural vegetation will be preserved.
				e. Location of all street and utility improvements including driveways to building
				envelopes.
				f. Any other information which may reasonably be required by the Administrator,
				commission or Council to adequately review the affect of the proposed
				improvements.
				3. Grading shall be designed to blend with natural landforms and to minimize the necessity of
				padding or terracing of building sites, excavation for foundations, and minimize the necessity of
				cuts and fills for streets and driveways.
				4. Areas within a subdivision which are not well suited for development because of existing soil
				conditions, steepness of slope, geology or hydrology shall be allocated for open space for the
				benefit of future property owners within the subdivision.
				5. Where existing soils and vegetation are disrupted by subdivision development, provision
				shall be made by the subdivider for revegetation of disturbed areas with perennial vegetation
				sufficient to stabilize the soil upon completion of the construction. Until such times as such
				revegetation has been installed and established, the subdivider shall maintain and protect all
				disturbed surfaces from erosion.
				6. Where cuts, fills, or other excavations are necessary, the following development standards shall apply:
				a. Fill areas shall be prepared by removing all organic material detrimental to proper
				compaction for soil stability.
				b. Fills shall be compacted to at least ninety five percent (95%) of maximum density as
				determined by AASHO T99 (American Association of State Highway Officials) and
				ASTM D698 (American Standard Testing Methods).
				c. Cut slopes shall be no steeper than two horizontal to one vertical (2:1). Subsurface
				drainage shall be provided as necessary for stability.
				d. Fill slopes shall be no steeper than three horizontal to one vertical (3:1). Neither cut
				nor fill slopes shall be located on natural slopes of three to one (3:1) or steeper, or
				where fill slope toes out within twelve feet (12') horizontally of the top and existing or
				planned cut slope.
				· ·
				e. Toes of cut and fill slopes shall be set back from property boundaries a distance of
				three feet (3'), plus one-fifth (1/5) of the height of the cut or the fill, but may not
				exceed a horizontal distance of ten feet (10'); tops and toes of cut and fill slopes shall
				be set back from structures at a distance of at least six feet (6'), plus one-fifth (1/5) of
				the height of the cut or the fill. Additional setback distances shall be provided as
<u></u>				necessary to accommodate drainage features and drainage structures.

1	1	Carrait	This standard is not applicable as this application with the interior let live assert C 10 C
		Council	This standard is not applicable as this application shifts the interior lot line separating See View &
		Findings	Saddle Light Condominiums to create amended See View Condominiums and Saddle Light
			Condominiums. No grading improvements are proposed or required.
maps, profiles, and other data prepared by an engineer to indicate the surface water to natural drainage courses or storm drains, existing or and width of the natural drainage courses shall be shown as an easer owners within the subdivision and the City on the preliminary and fir drainage courses shall be left undisturbed or be improved in a manner		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.
		Council Findings	This standard is not applicable as this application shifts the interior lot line separating See View &
		riliulitys	Saddle Light Condominiums to create amended See View Condominiums and Saddle Light Condominiums. No drainage improvements are proposed or required.
	\boxtimes	16.04.040.P	Utilities: In addition to the terms mentioned in this section, all utilities including, but not
		10.04.040.1	limited to, electricity, natural gas, telephone and cable services shall be installed underground
			as a required improvement by the subdivider. Adequate provision for expansion of such
			services within the subdivision or to adjacent lands including installation of conduit pipe across
			and underneath streets shall be installed by the subdivider prior to construction of street
			improvements.
		Council	This standard is not applicable as this application shifts the interior lot line separating See View &
		Findings	Saddle Light Condominiums to create amended See View Condominiums and Saddle Light
			Condominiums. No utilities improvements are proposed or required.
	\boxtimes	16.04.040.Q	Off Site Improvements: Where the off site impact of a proposed subdivision is found by the
			commission or Council to create substantial additional traffic, improvements to alleviate that
			impact may be required of the subdivider prior to final plat approval, including, but not limited
			to, bridges, intersections, roads, traffic control devices, water mains and facilities, and sewer mains and facilities.
		Council	This standard is not applicable as this application shifts the interior lot line separating See View &
		Findings	Saddle Light Condominiums to create amended See View Condominiums and Saddle Light
			Condominiums. Off-site improvements are not required or proposed with this project.
	\boxtimes	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.
		Council Findings	N/A as this property is not located within the Avalanche Zone or Mountain Overlay.
	\boxtimes	16.04.040.5	Existing natural features which enhance the attractiveness of the subdivision and community,
			such as mature trees, watercourses, rock outcroppings, established shrub masses and historic
			areas, shall be preserved through design of the subdivision.
		Council	This standard is not applicable as this application shifts the interior lot line separating See View &
		Findings	Saddle Light Condominiums to create amended See View Condominiums and Saddle Light
			Condominiums. No existing natural features were identified on the project.

CONCLUSIONS OF LAW

- 1. The City of Ketchum is a municipal corporation established in accordance with Article XII of the Constitution of the State of Idaho and Title 50 Idaho Code and is required and has exercised its authority pursuant to the Local Land Use Planning Act codified at Chapter 65 of Title 67 Idaho Code and pursuant to Chapters 3, 9 and 13 of Title 50 Idaho Code to enact the ordinances and regulations, which ordinances are codified in the Ketchum City Code ("KMC") and are identified in the Findings of Fact and which are herein restated as Conclusions of Law by this reference and which city ordinances govern the applicant's application for the development and use of the project site.
- 2. The Council has authority to hear the applicant's Lot Line Shift Application pursuant to Chapter 16.04 of Ketchum Code Title 16.
- 3. The City of Ketchum Planning Department provided adequate notice for the review of this application.
- 4. The Lot Line Shift (Readjustment of Lot Lines) application is governed under Sections 16.04.010, 16.04.020, 16.04.030, and 16.04.060 of Ketchum Municipal Code Chapter 16.04.
- 5. As conditioned, the proposed Lot Line Shift meets the standards for approval under Title 16 of Ketchum Municipal Code.

DECISION

THEREFORE, the Ketchum City Council **approves** the See View & Saddle Light Condominiums Lot Line Shift Application this Monday, June 13th, 2022 subject to the following conditions:

CONDITIONS OF APPROVAL

- 1. The amended plat mylar shall meet all conditions specified in Table 1: Findings Regarding Contents of Final Plat and Subdivision Design & Development Requirements.
- The amended subdivision plat shall meet all governing ordinances, requirements, and regulations of the Fire Department (2012 International Fire Code and local Fire Protection Ordinance No. 1125), Building Department (2012 International Building Code, the 2012 International Residential Code, and Title 15 of Ketchum Municipal Code), Utilities Department, Street Department (Title 12 of Ketchum Municipal Code), and the City Engineer.
- 3. The recorded plat shall show a minimum of two Blaine County Survey Control Monuments with ties to the property and an inverse between the two monuments. The Survey Control Monuments shall be clearly identified on the face of the map.
- 4. An electronic CAD file shall be submitted to the City of Ketchum prior to final plat signature by the City Clerk. The electronic CAD file shall be submitted to the Blaine County Recorder's office concurrent with the recording of the Plat containing the following minimum data:
 - a. Line work delineating all parcels and roadways on a CAD layer/level designated as "parcel";
 - b. Line work delineating all roadway centerlines on a CAD layer/level designated as "road"; and,
 - c. Line work that reflects the ties and inverses for the Survey Control Monuments shown on the face of the Plat shall be shown on a CAD layer/level designated as "control"; and,
 - d. All information within the electronic file shall be oriented and scaled to Grid per the Idaho State Plane Coordinate System, Central Zone, NAD1983 (1992), U.S. Survey Feet, using the Blaine County Survey Control Network. Electronic CAD files shall be submitted in a ".dwg", ".dgn" or ".shp" format and shall be submitted digitally to the City on a compact disc. When the endpoints of the lines submitted are indicated as coincidental with another line, the CAD line endpoints shall be separated by no greater than 0.0001 drawing units.
- 5. The Final Plat mylar shall contain all items required under Title 50, Chapter 13, Idaho Code as well as all items required pursuant to KMC §16.04.030J including certificates and signatures.

6.	. The applicant shall provide a copy of the rec for the official file on the application.	orded Final Plat to the Planning and Building Department
Findir	ngs of Fact adopted this 13 th day of June 2022	
		Neil Bradshaw, Mayor
Tara f	Fenwick, City Clerk	



City of Ketchum

June 13, 2022

Mayor Bradshaw and City Councilors City of Ketchum Ketchum, Idaho

Mayor Bradshaw and City Councilors:

Receive Briefing on Wastewater Facility Plan & Provide Feedback

Recommendation and Summary

The city retained HDR Engineering to update the previous Wastewater Facility Plan to inform future capital investments at the treatment plant to meet the needs of the town and comply with regulations set forth by the Idaho Department of Environmental Quality. HDR will present the key findings from the plan and answer any questions/concerns from the Council.

Should the Council feel comfortable with the plan, staff will place on a future Council meeting for formal adoption. Staff will conduct public outreach prior to Council adoption of the plan. Should the Council affirm the Capital Improvement Plan schedule, it will require a rate increase and engaging voters to approve a revenue bond (50% approval) to fund the plan.

Sustainability Impact

The treatment plant discharges into the Big Wood River. One of the major focuses of the capital improvements is to meet current and future water quality standards. The city already utilized a water reuse approach to service irrigation needs. The plan also reviewed any opportunities to reduce the consumption of electricity.

Financial Impact

The city is in the process of retaining a financial advisor to further refine the expense and revenue model to inform what level of debt should be pursued and whether it would be one or multiple issuances during the life of the Capital Improvement Plan. Staff anticipates placing that contract on the June 27th Council meeting.

Attachments

PowerPoint Presentation Facility Plan



KETCHUM / SVWSD FACILITY PLAN

- Objectives of Plan
 - Identify areas in need of upgrades
 - Meet current and future permit limitations
 - Aging equipment
 - Additional capacity for growth
 - Provide improvement construction cost opinions
 - Identify implementation schedule
 - Estimate the user rate changes

UPGRADE APPROACH



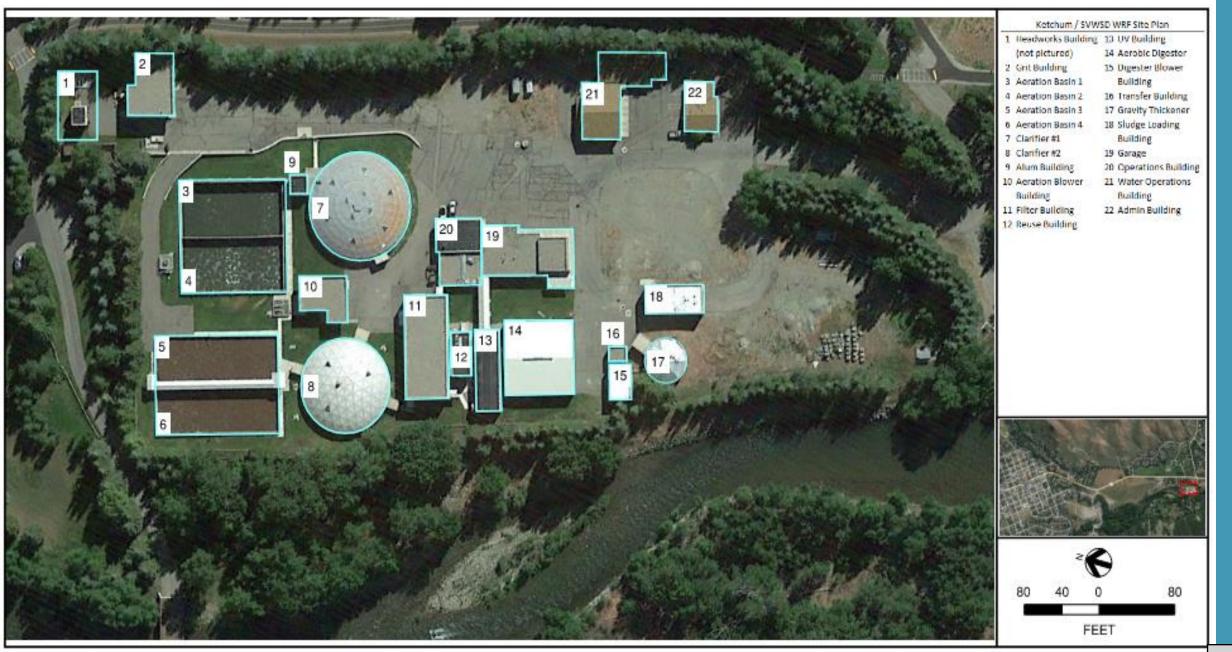
Upgrade processes to meet current (and future) permit limitations.



Upgrade equipment reaching the end of lifespan during the planning period.



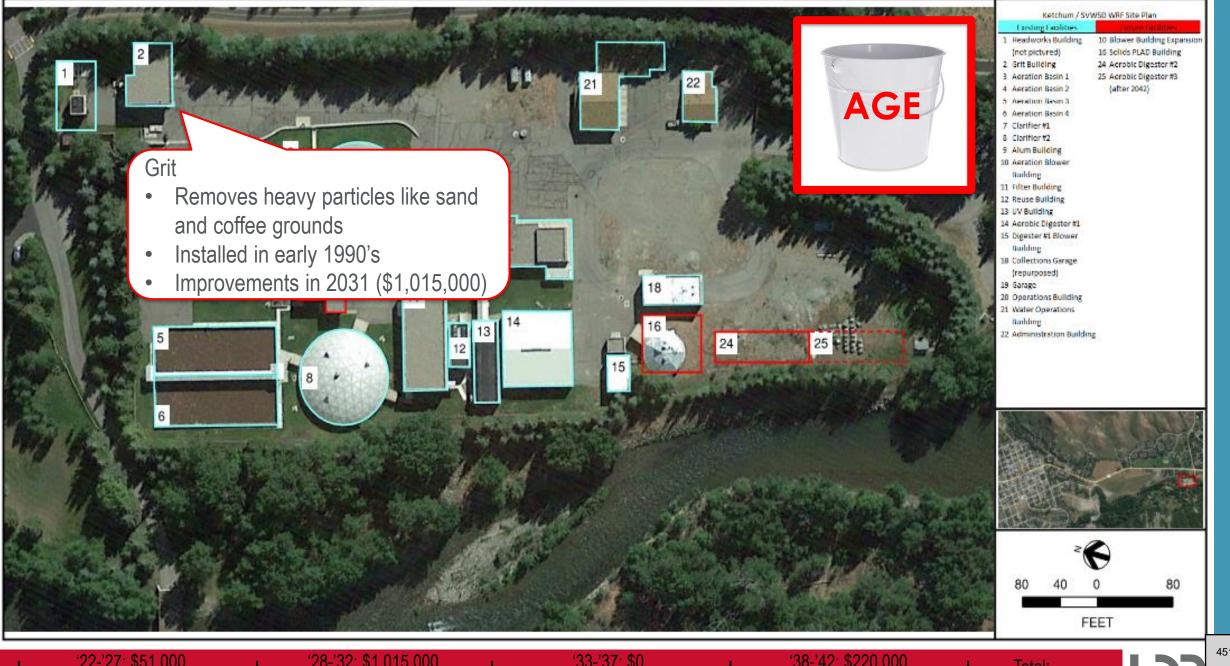
Increase treatment capacity to serve future growth.





 '22-'27: \$51,000
 '28-'32: \$0
 '33-'37: \$0
 '38-'42: \$220,000
 Total:

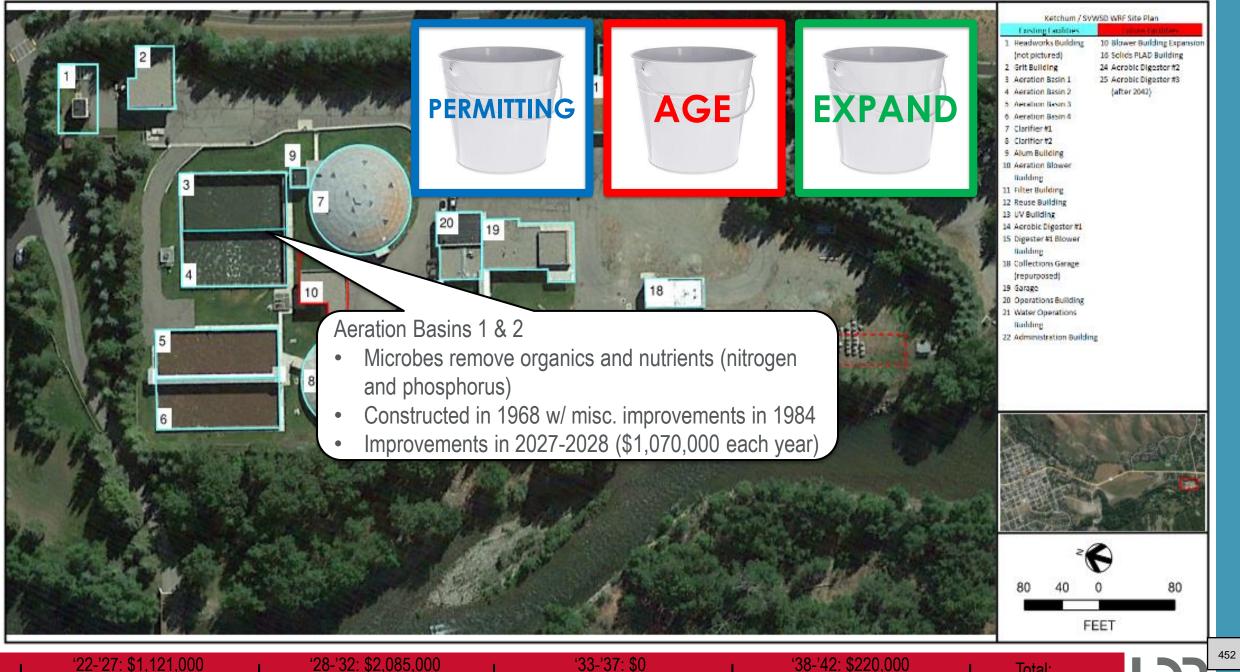
 2027
 2032
 2037
 2042
 \$271,000



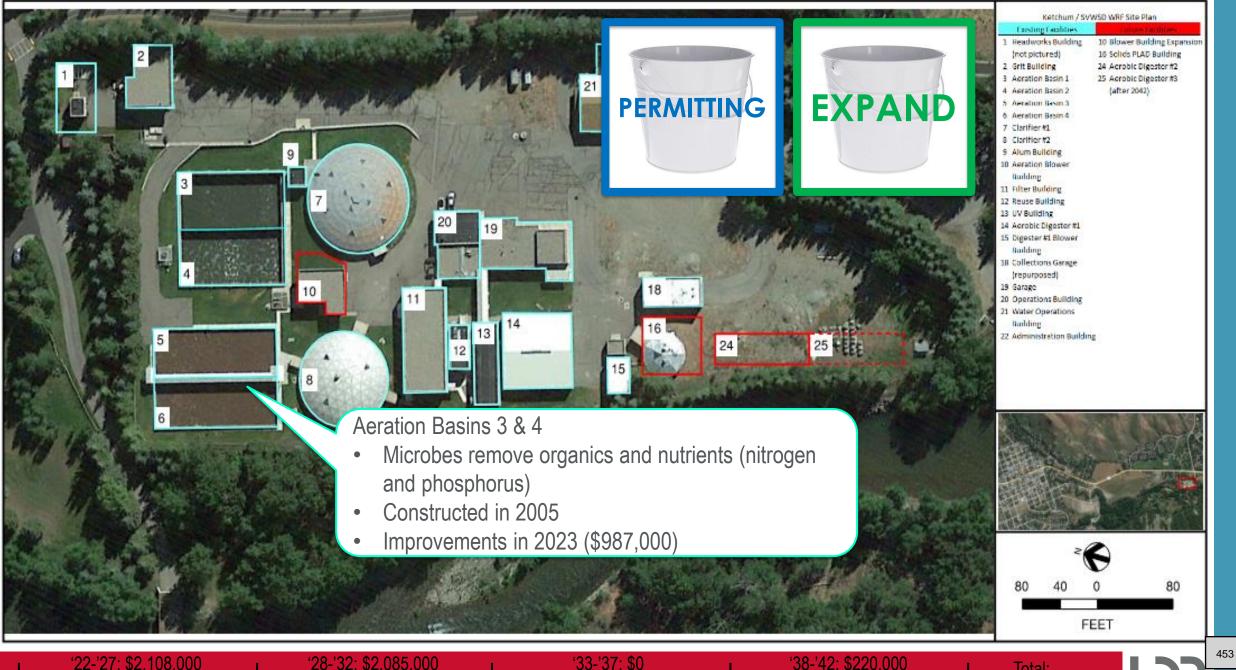
 '22-'27: \$51,000
 '28-'32: \$1,015,000
 '33-'37: \$0
 '38-'42: \$220,000
 Total:

 22
 2027
 2032
 2037
 2042
 \$1,220,000

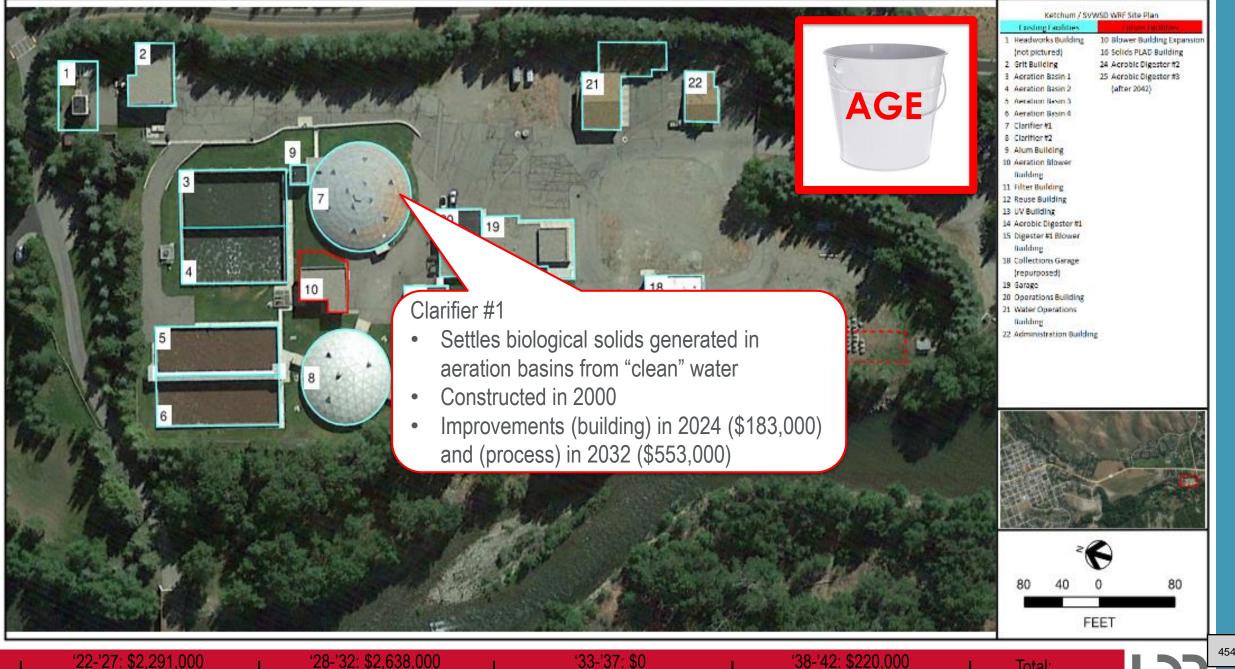
F)S



-32



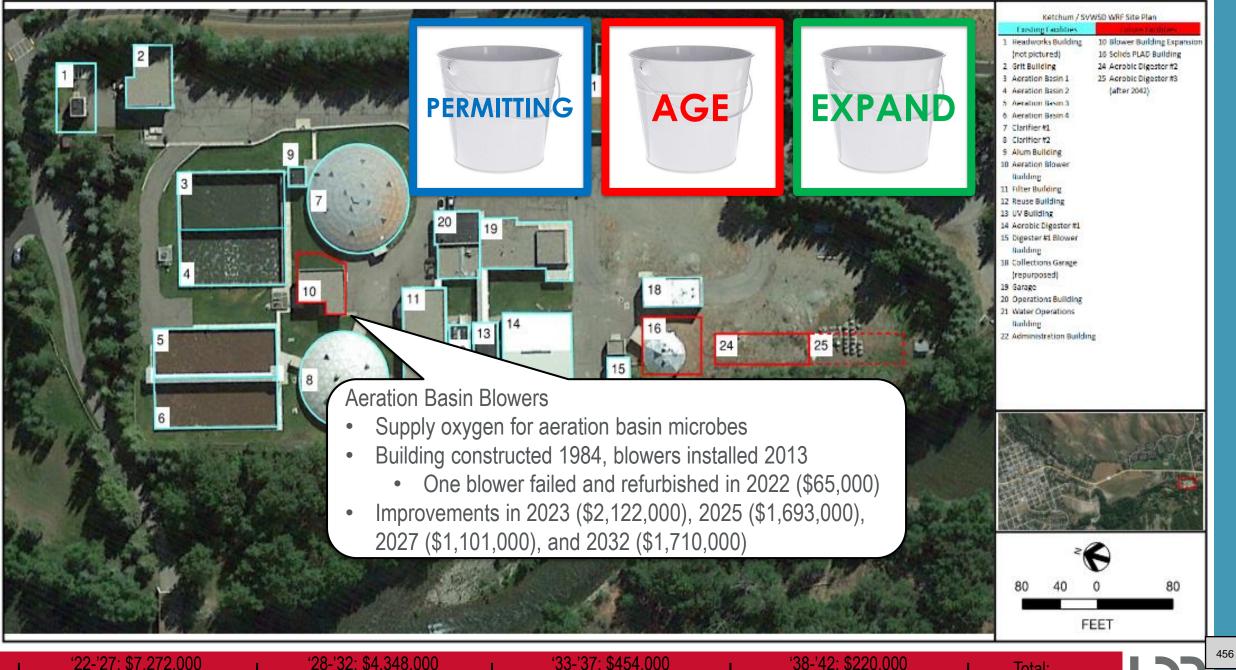
-32



'22-'27: \$2,291,000 **'28-'32: \$2,638,000 '33-'37: \$0** '38-'42: \$220,000 Total: \$5,149,000

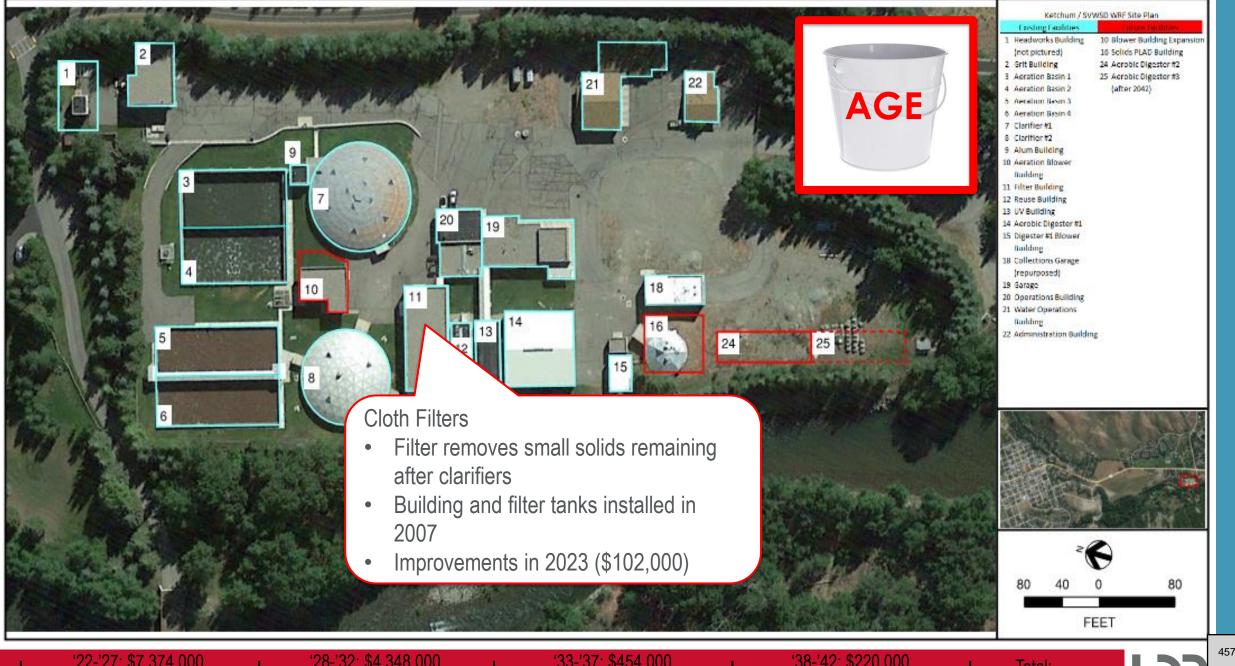


FDS

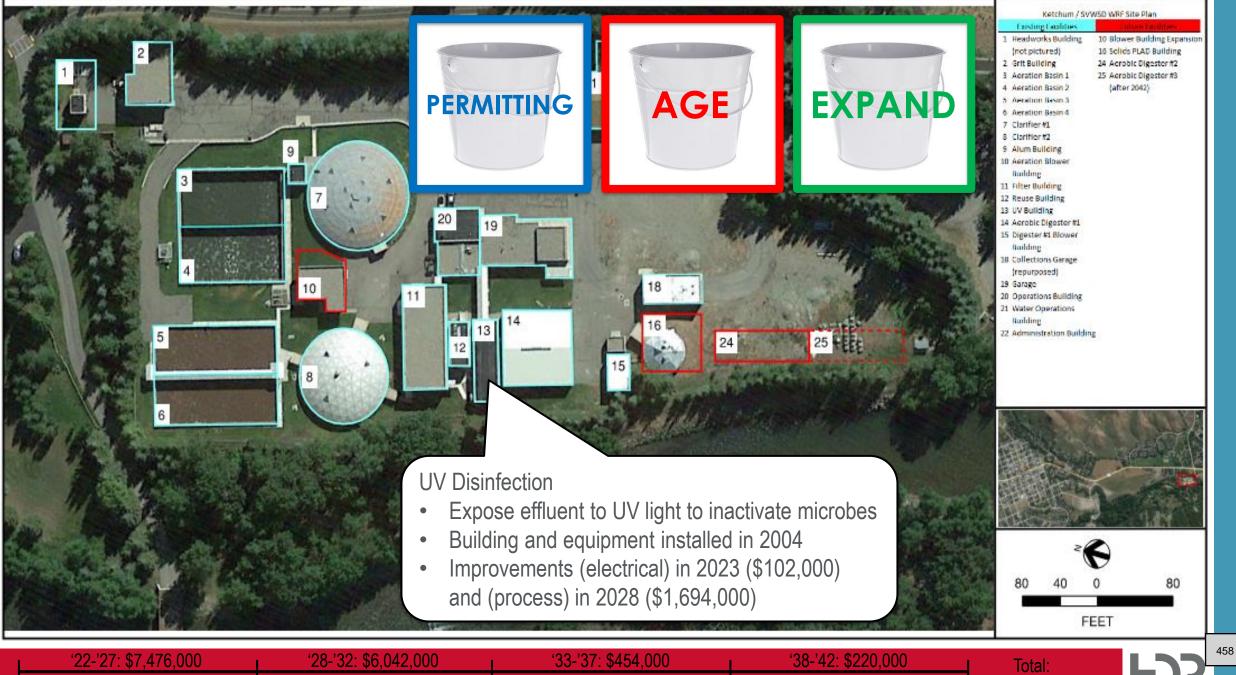


Control of the contro

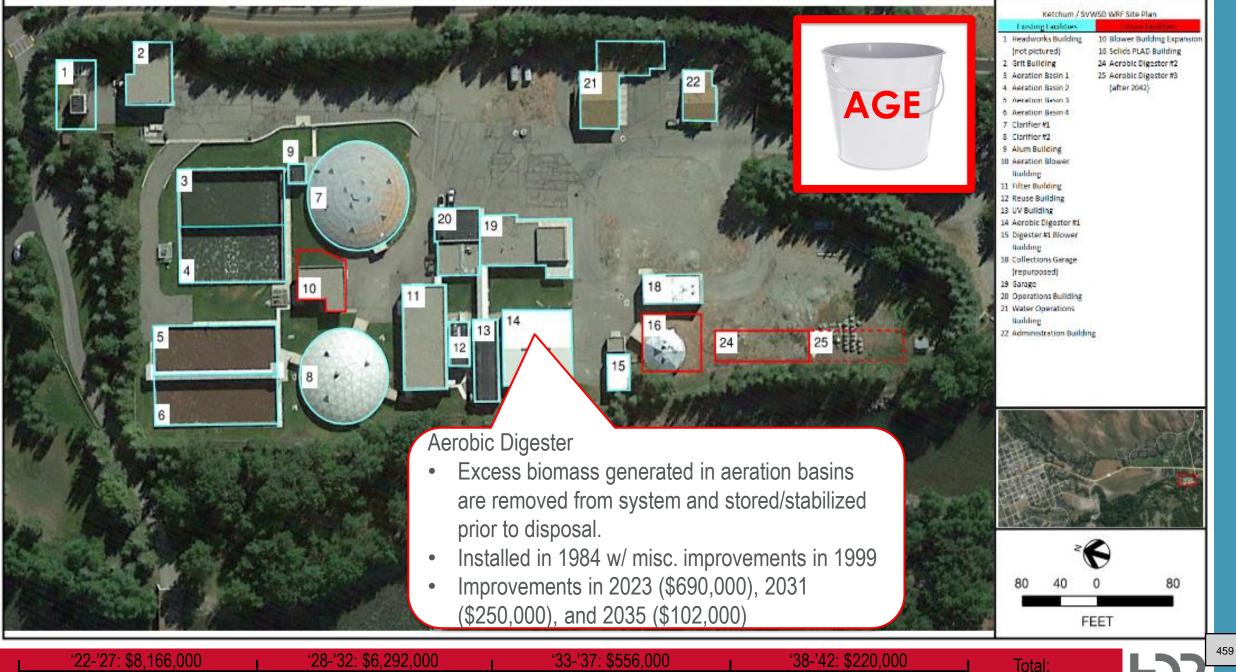
D2



'38-'42: \$220,000 '22-'27: \$7,374,000 '28-'32: \$4,348,000 '33-'37: \$454,000 Total: \$12,396,000



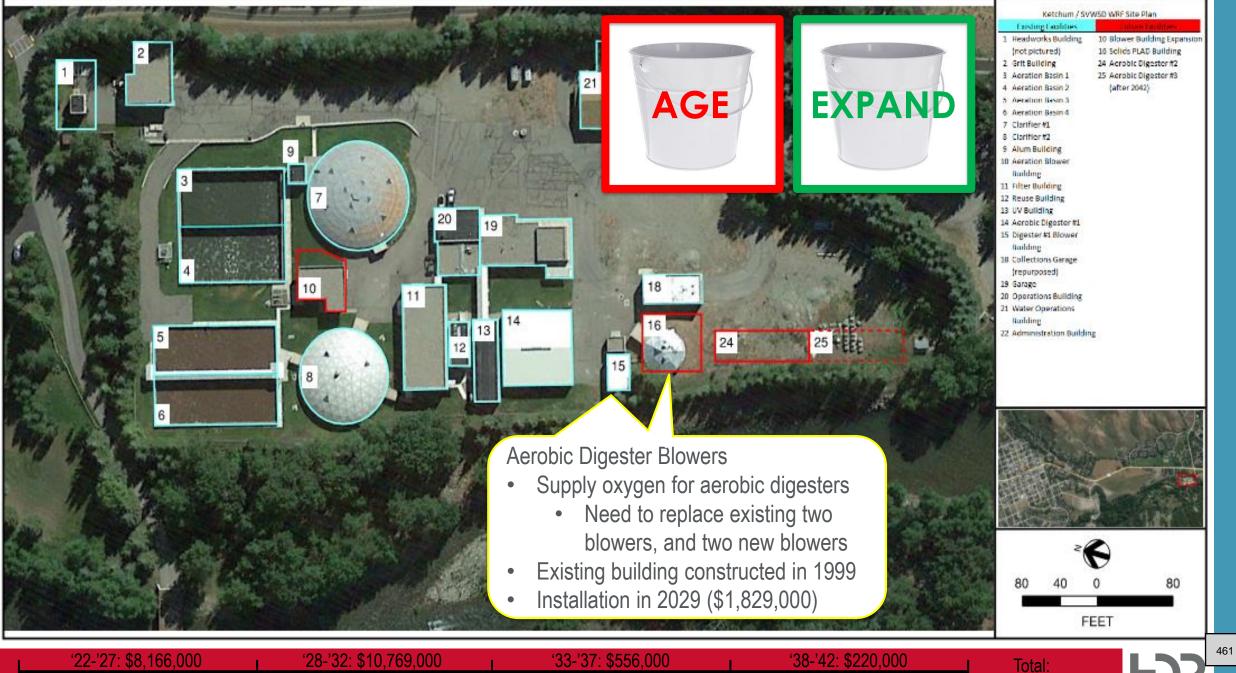
\$14,192,000



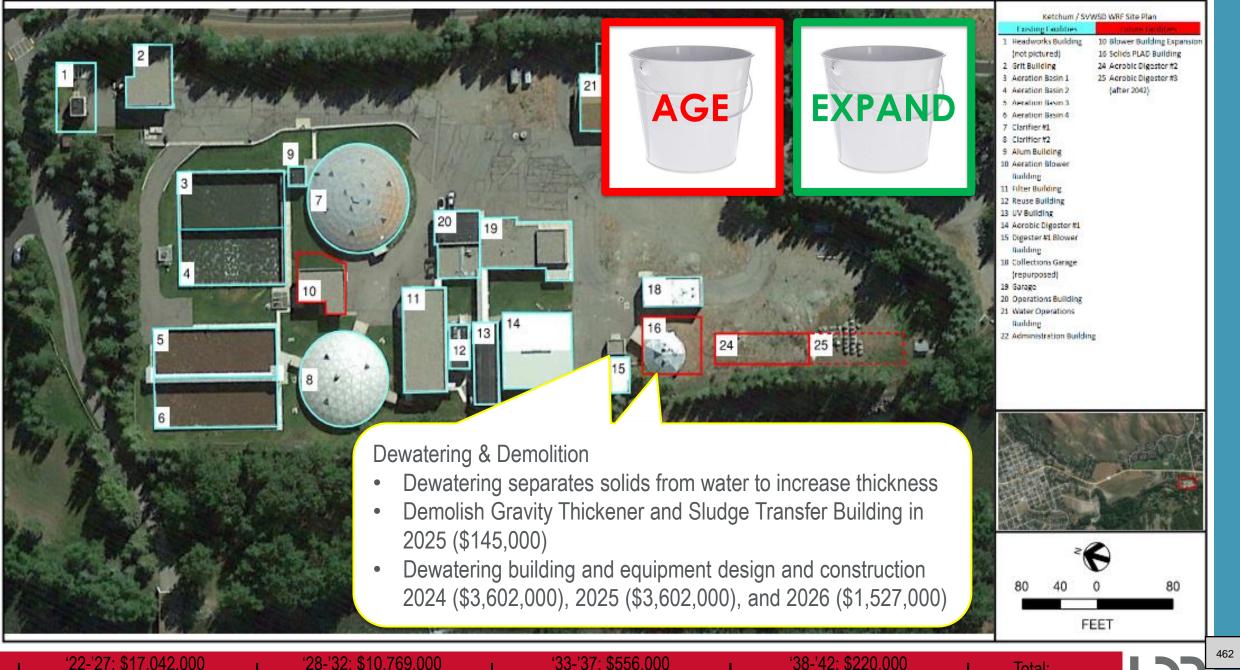
\$15,234,000



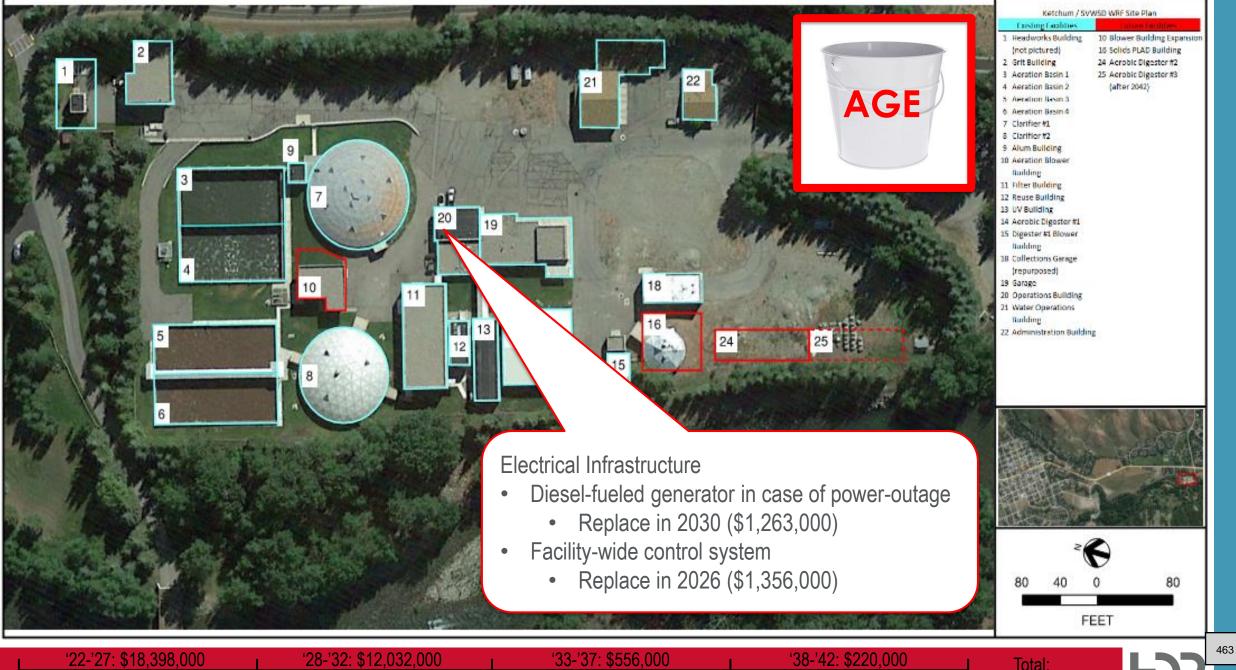
-26-

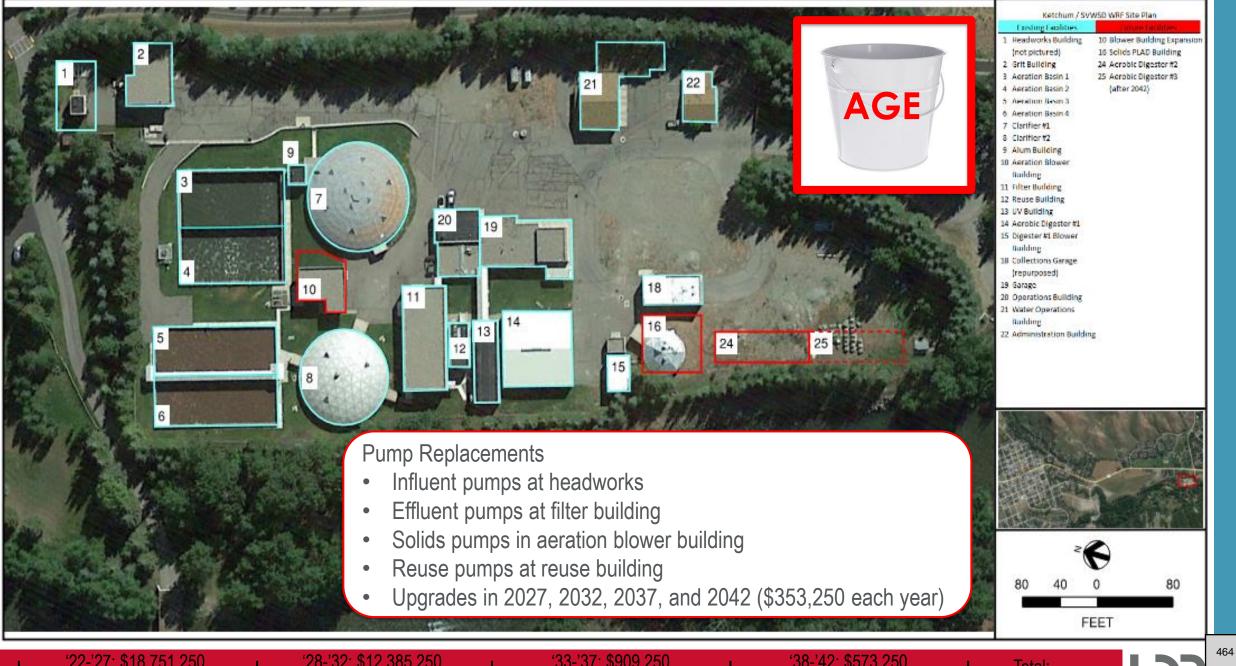


\$19,711,000

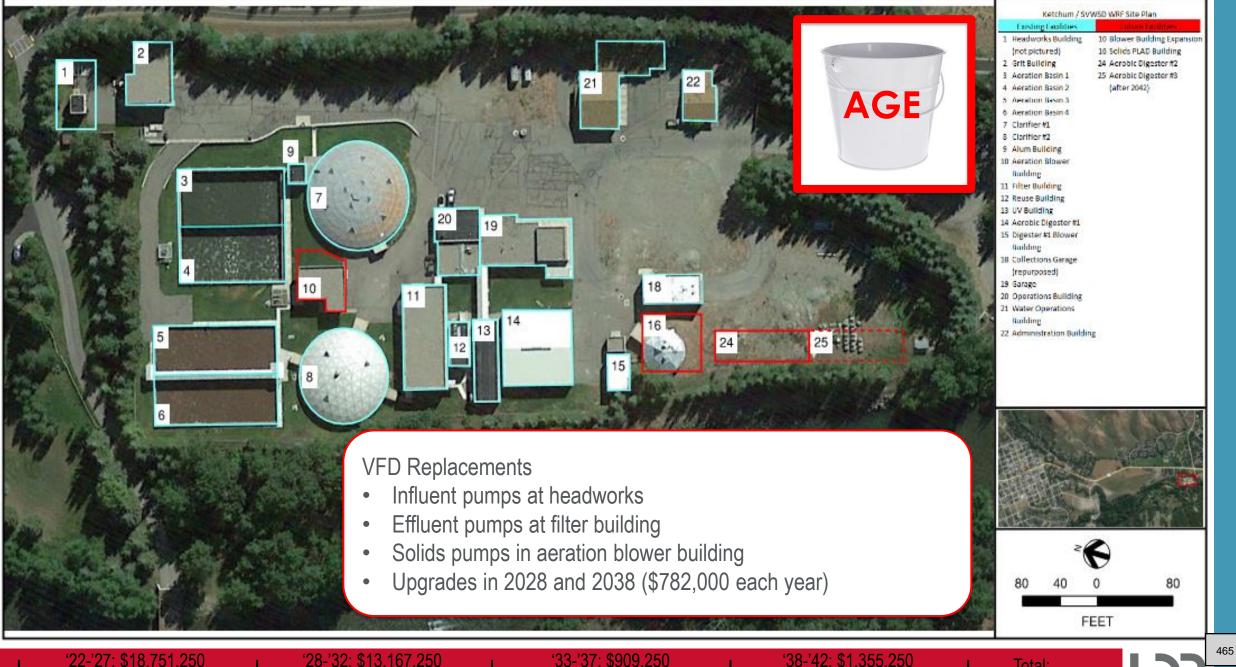


FDS

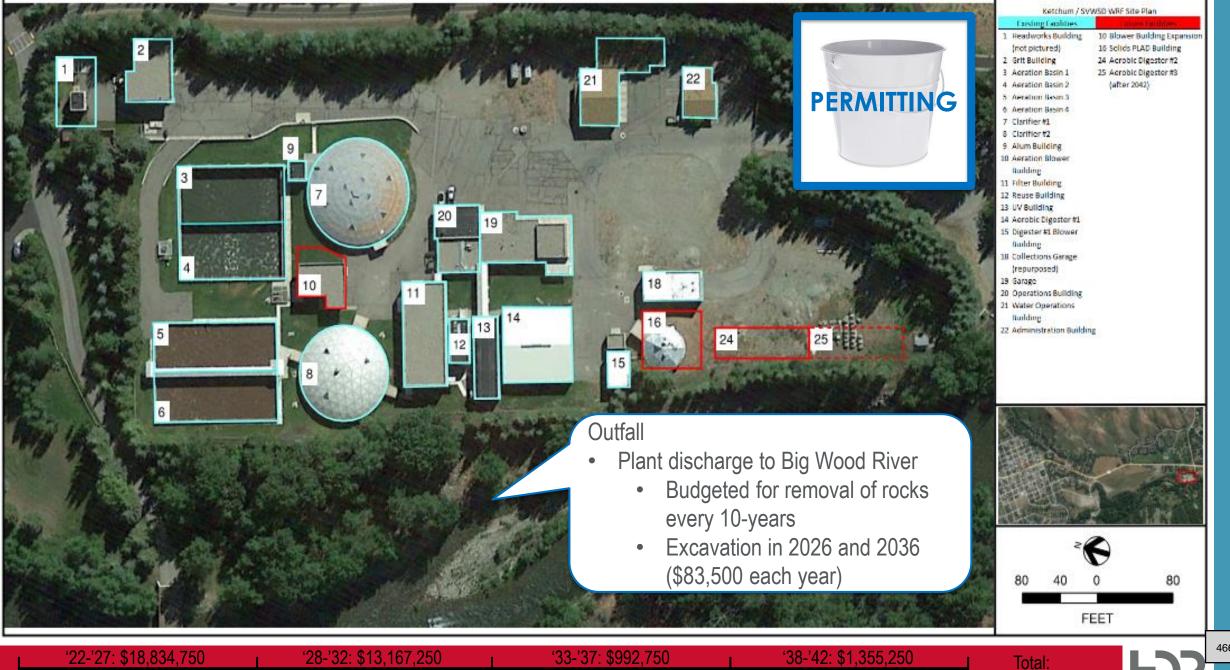




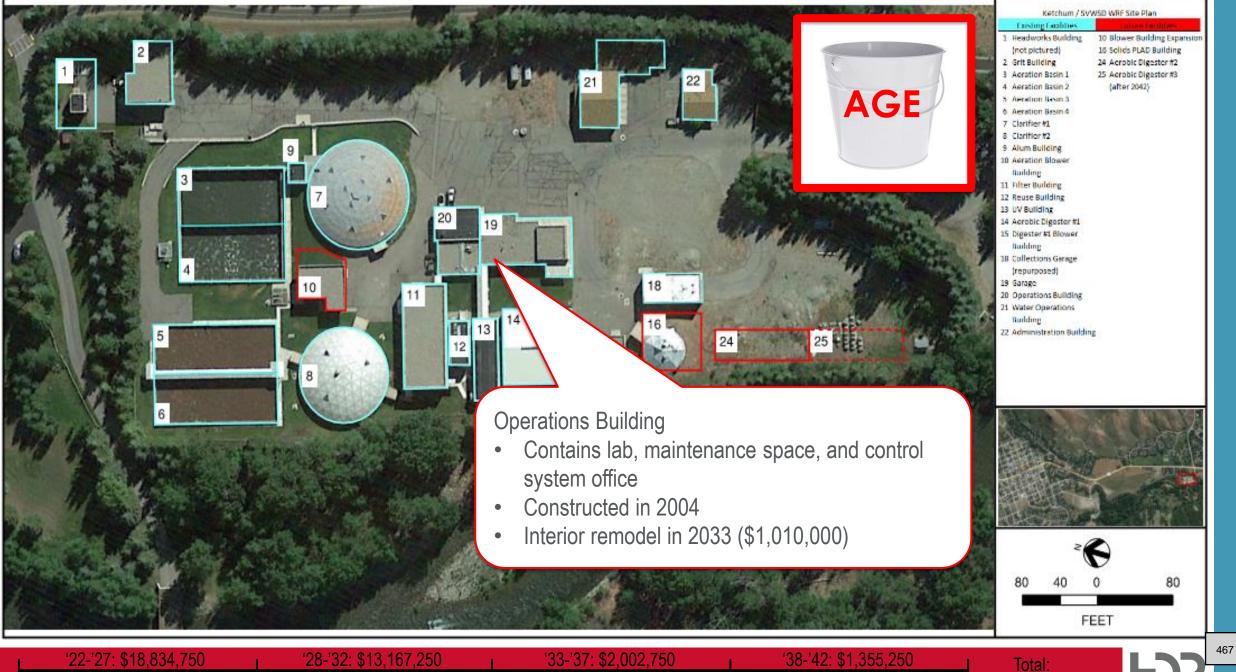
FDS



FDS



\$34,350,000



\$35,360,000



Total: \$35,877,000



2022 2027 2032 2037 28-32: \$13,167,250 33-37: \$2,002,750 38-42: \$2,020,250

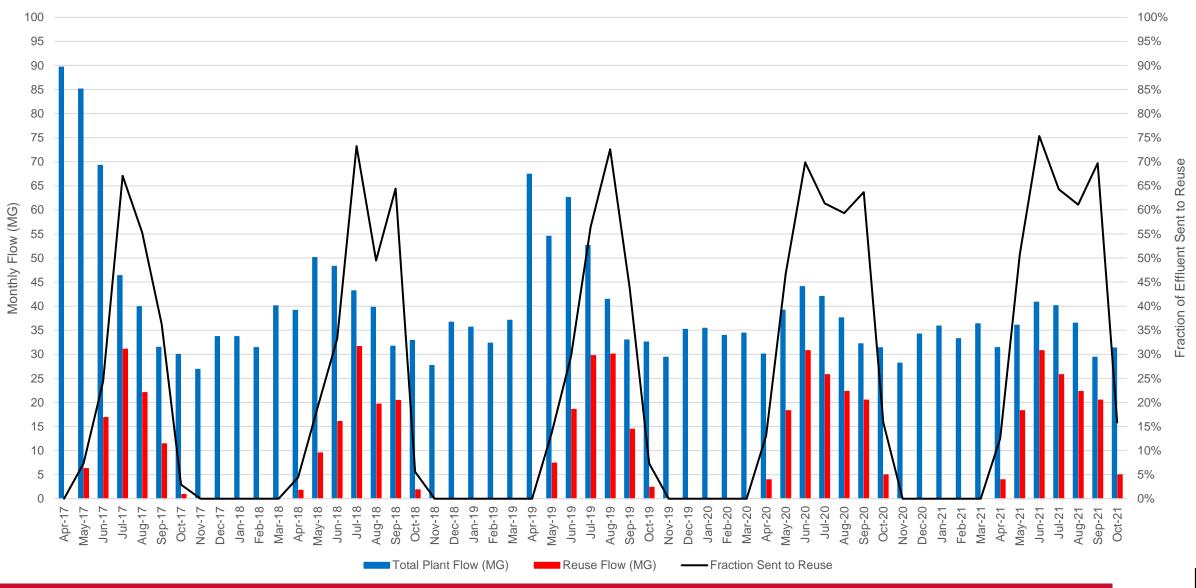
F55

\$37,207,000

KETCHUM / SVWSD FACILITY PLAN

- Beneficial Reuse
 - Treated water "Class A" quality for irrigation
 - Biosolids used in "Class A EQ" compost
- Energy Efficiency
 - New blowers
 - VFD's on pumps and blowers
 - Aeration process changes use less energy

WATER REUSE OPPORTUNITIES



BIOSOLIDS DISPOSAL

- Composting pilot study in progress at Winn's Compost
 - Requires dewatering equipment at WRF to produce compostable biosolids
 - Winn's Compost can produce high quality Class A, EQ (exceptional quality) composted biosolids
- Currently landfilling dried biosolidsstable disposal plan



ENERGY EFFICIENCY

- Blowers (largest power consumption in process)
 - Hybrid technology- up to 15% more efficient than centrifugal (standard for wastewater)
 - Add VFD's for digester blowers
- Aeration Basins
 - Anoxic zone and MLR promotes denitrification which reduces air demand (and energy use) by up to 20% of current setup
- All motor upgrades higher efficiency than 20-year-old plus motors
- Reuse water decreases potable water demand for irrigation
- Composting reduces hauling by ~3,400 miles/year

KETCHUM / SVWSD FACILITY PLAN

- Upgrade Costs
- O&M Costs
- Rate Revenue
- Sample Rate Increase Scenario

UPGRADE PROJECT SCHEDULE

Project	Project Cost (2022 Dollars)	2022	2023	2024	2025	2026	2027	2028-2032	2033-2037	2038-2042
Aeration Basins - Anoxic and MLR (Nos. 3 & 4)	\$987,000		\$1,016,610							
Aeration Basin Blower Repair	\$65,000	\$65,000								
Grit Removal System	\$1,015,000							\$1,324,345		
Aeration Basin Upgrades (Nos. 1 & 2)	\$2,140,000						\$1,240,423	\$1,277,636		
Rotary Drum Thickener & Dewatering Building	\$7,204,000			\$3,821,362	\$3,936,003					
Remove Digester No. 1 Building and New Flat Covers	\$690,000		\$710,700							
Clarifier No. 1 HVAC and Roof Repair	\$183,000			\$194,145						
Gravity Thickener & Transfer Building Demo	\$145,000				\$158,445					
Digester No. 2	\$2,648,000							\$3,355,384		
Screw Press	\$1,527,000					\$1,718,652				
New & Replacement Digester Blowers	\$1,829,000							\$2,249,439		
Aeration Basin Blowers & Updated Electrical	\$6,626,000		\$2,185,660		\$1,849,987	•	\$1,276,361	\$2,298,097		
Replace Generator & MCC-3	\$1,263,000							\$1,599,931		
Pump Replacements	\$1,413,000						\$409,514	\$474,738	\$550,352	\$638,009
Replace UV Equipment	\$1,694,000							\$2,022,725		
Upgrade PLC Hardware	\$1,356,000					\$1,526,190				
Upgrade Filter PLC	\$102,000		\$105,060							
Digester No. 1 Diffusers	\$250,000							\$326,193		
Clarifier Mechanism No. 1 Replacement	\$553,000							\$743,186		
Upgrade Dewatering PLC	\$102,000								\$149,790	
Misc. Headworks Improvements	\$271,000						\$59,123			\$353,035
Upgrade UV PLC	\$102,000		\$105,060							
Clarifier Mechanism No. 2 Replacement	\$454,000								\$666,714	
Ancillary Buildings	\$1,010,000								\$1,398,076	
Utility Tractor	\$67,000	\$67,000								
Sewer Cleaning "Vac" Truck	\$450,000	\$450,000								
Parking Lot Repaving	\$1,330,000					\$748,463				\$1,201,064
Replace VFD's	\$1,564,000							\$933,749		\$1,254,880
Outfall Clearing	\$167,000					\$93,980			\$126,301	
Total 2022 Cost (including 3% inflation)	\$37,207,000	\$582,000	\$4,123,090	\$4,015,507	\$5,944,435	\$4,087,285	\$2,985,421	\$16,605,423	\$2,891,234	\$3,446,989

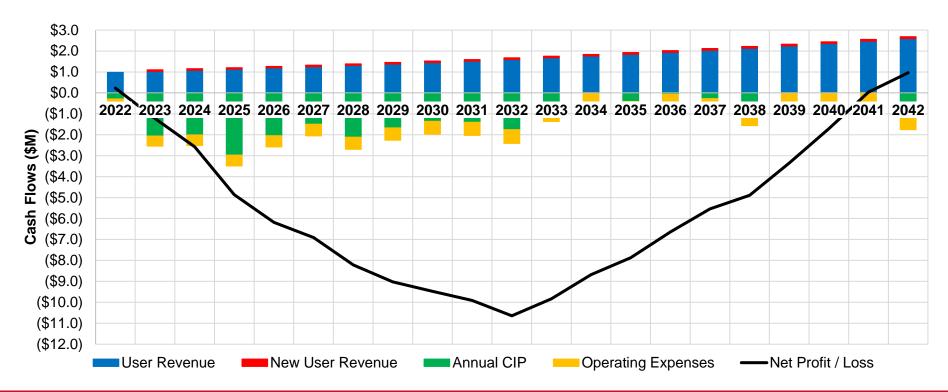
O&M COSTS & REVENUE

Item	Unit Cost	Units	2021-2022	2042-2043
Labor (including benefits)	\$51.07	per hour	\$637,354	\$1,168,482
Power (including demand and basis charges)	\$0.063	per kWh	\$112,562	\$236,025
Alum (17% Al2O3)	\$472	per dry ton	\$7,772	\$12,808
Polymer	\$4,900	per ton	\$24,108	\$39,727
Cloth Filter Replacement	\$60,000	every 10 years	\$6,000	\$6,000
Sodium Hypochlorite (12.5% NaCIO)	\$806	per tote (330 gal)	\$6,574	\$10,833
Solids Hauling to Ohio Gulch Drying Beds	\$3.00	per mile	\$19,062	\$4,443
Solids Disposal to Milner Butte Landfill	\$96	per ton	\$31,693	\$42,506
		Total	\$845,125	\$1,520,823

Item	Ketchum	SVWSD	Total
Connections ¹	2,089	2,792	4,881
Average Monthly Rate per Connection	\$39.12	\$23.00	-
Average Quarterly Revenue	\$245,165	\$192,648	\$437,813
Average Yearly Revenue	\$980,660	\$770,592	\$1,751,252

FINANCING - KETCHUM

- Breakeven annual user rate increase: ~3.8% per year
- Assumes no connection fee increase, doesn't include collection systems costs



KETCHUM / SVWSD FACILITY PLAN

• QUESTIONS?



City of Ketchum / Sun Valley Water & Sewer District

Wastewater Facility Planning Study

Ketchum ID June 9, 2022





Contents

Exe	cutive	Summary	/	10
1	Plan	ning Crite	eria	1
	1.1	Introdu	ction	1
		1.1.1	Planning Area and Planning Period	1
	1.2	Popula	tion and Land Use within the Planning Area	
		1.2.1	Population Categories	
		1.2.2	Total Peak Season and Average Annual Population	
		1.2.3	Population Projections	
		1.2.4	Commercial/Light Industry	
	1.3	Permit	Requirements and Water Quality Issues	
	1.4		tory Trends and Planning Assumptions	
		1.4.1	Total Suspended Solids	
		1.4.2	Nutrients	
		1.4.3	Fecal Coliform and Escherichia Coli	
		1.4.4	Temperature	
		1.4.5	Air Quality	
		1.4.6	Solids	
		1.4.7	Emerging Constituents	
	1.5		of Costing	
		1.5.1	Capital Costs	
		1.5.2	Operations and Maintenance Costs	
		1.5.3	Present Worth Analysis	
		1.5.4	Non-Cost Evaluation Criteria	
	1.6	_	dancy and Reliability	
	1.7		ability	
		1.7.1	Energy and Emissions	
		1.7.2	Green Buildings	
		1.7.3	Water Management	
2	Was	tewater F	Flows and Loads	
	2.1		ction	
	2.2		rojection	
	2.3		ining Flows and Peaking Factors	
	2.0	2.3.1	<u> </u>	
		2.3.2	Inflow and Infiltration	
		2.3.3	Flow Peaking Factors	
		2.3.4	Design Flows	
	2.4	_	rojection	
		2.4.1	Design Loads	
	2.5		nd Load Reduction Alternatives	
		2.5.1	Water Conservation Programs	
		2.5.2	Infiltration and Inflow Reduction	
		2.5.3	Pollutant Bans	
		2.5.4	Pollution Prevention and Toxics Reductions	
		2.5.5	Grease Trap Cleaning	
		2.5.6	Lawn Care Chemicals	
		2.5.7	Public Information Programs	
			•	

3	Curr	ent Plan	nt Capacity and Performance	27
	3.1	Introd	uction	27
	3.2	Treatn	ment Capacity	30
	3.3	Heady	works	35
		3.3.1	Screening	35
		3.3.2	Influent Pumps	
		3.3.3	Grit Chamber, Conveyor, and Washer	
		3.3.4	Odor Control	
		3.3.5	Influent Flow Measurement	
	3.4	Activa	ated Sludge System	
		3.4.1	Aeration Basins	
		3.4.2	Blowers and Diffusers	
		3.4.3	Clarifiers	
		3.4.4	RAS,WAS, and Scum Pumping	
	3.5		ry Treatment	
		3.5.1	Alum Feed	
		3.5.2	Polymer Feed	
		3.5.3	Effluent Pump Station	
		3.5.4	Filtration	
		3.5.5	Disinfection	
	3.6			
	3.7		e Water System	
	0.7	3.7.1	Reuse System	
	3.8	•	s Handling	
	0.0	3.8.1	Biosolids Handling and End-Uses	
		3.8.2	Aerobic Digester	
		3.8.3	Digester Blowers	
		3.8.4	Biosolids Transfer Pump	
		3.8.5	Gravity Sludge Thickener	
		3.8.6	Biosolids Disposal	
	3.9		ical and Controls	
	3.9	3.9.1	Electrical	
		3.9.2	Controls	
1	Liau		m Upgrades and Reuse	
4	•		. 5	
	4.1		uction	
	4.2	•	S	
	4.3		works	
		4.3.1	Screens	
		4.3.2	Grit Chamber, Conveyor, and Washer	
		4.3.3	Odor Control	
	4.4		ated Sludge System	
		4.4.1	MLE Alternative	
		4.4.2	Aeration Basins and Diffusers	
		4.4.3	Blowers	
		4.4.4	Clarifiers	
		4.4.5	RAS Pumps	
		4.4.6	WAS System	
		4.4.7	Chemical Consumption	
	4.5	Tertia	ry Treatment System	80

		4.5.1	Polymer and Alum Addition	80
		4.5.2	Cloth Filtration	80
		4.5.3	UV Disinfection	80
	4.6	Outfall		81
	4.7	Reuse		81
		4.7.1	Reuse Overview	81
	4.8	Electric	cal Improvements	82
5	Solid	ls Handli	ing Upgrades and Reuse	83
	5.1	Plannir	ng Period Biosolids Alternatives	83
		5.1.1	Digester Arrangement	
		5.1.2	Solids Thickening	
		5.1.3	Dewatering	
	5.2		c Digester	
	5.3		c Digester Blowers	
	5.4	Sludge	e Transfer Pump	95
	5.5	Sludge	e Hauling and Disposal Opportunities	
		5.5.1	Ohio Gulch Drying Beds	95
		5.5.2	Composting Pilot Study	
		5.5.3	Land Application	
		5.5.4	Biosolids End-Use Recommendation	99
	5.6	Upgrad	des Summary	99
6	Elect	trical Infr	rastructure, Support Facilities, and Staffing	105
	6.1	Introdu	uction	105
	6.2	Electric	cal and Controls Infrastructure	105
		6.2.1	Electrical	105
		6.2.2	Controls	106
	6.3	Staffing	g and Administrative Services	106
		6.3.1	Standby/Emergency Staffing	106
	6.4	Site Bu	uildingsuildings	107
		6.4.1	Collections Jet Truck and Maintenance Garage	107
		6.4.2	Locker Room	107
		6.4.3	Laboratory Services	107
	6.5	Miscell	laneous Building Improvements	107
7	Imple	ementati	on Plan	109
	7.1	Cost S	summary	109
		7.1.1	Cost Breakdown	111
		7.1.2	Operations and Maintenance	111
	7.2	Implem	nentation	111
	7.3	Project	t Financing	116
		7.3.1	Rate Structure	116
		7.3.2	Grant Programs	120
		7.3.3	Loan Programs	120

Tables

Table 1-1. Estimation of second-home residents	4
Table 1-2. Estimate of peak season and average tourist population	5
Table 1-3. Estimate of commuter population	5
Table 1-4. Estimate of current population	6
Table 1-5. Estimate of planning period population (year 2042)	7
Table 1-6. Current NPDES ¹ permit limits	8
Table 1-7. Operational and maintenance unit costs	14
Table 2-1. Inflow and infiltration analysis	18
Table 2-2. Flow peaking factors and analysis	19
Table 2-3. Current and planning period design flows	20
Table 2-4. Comparison of 2008 and 2021 (current) design flows with plant buildout	21
Table 2-5. Per capita factors for wastewater parameters	21
Table 2-6. Current and planning period design loads	22
Table 2-7. Comparison of 2008 and 2021 current and planning period loads	22
Table 3-1. WRF structure and process equipment age	27
Table 3-2. Current and future flows and loads	30
Table 3-3. Headworks unit process summary	31
Table 3-4. Secondary treatment unit process summary	32
Table 3-5. Tertiary treatment and disinfection unit process summary	33
Table 3-6. Clarifier solids loading conditions	43
Table 3-7. Reuse Water	49
Table 3-8. Biosolids production summary	53
Table 3-9. Current solids capacity	54
Table 3-10. Summary of estimated 2021 biosolids hauling	56
Table 4-1. Planning period (2042) flows and loads summary	62
Table 4-2. Pump upgrades cost estimation	63
Table 4-3. Headworks improvements cost estimation	63
Table 4-4. Activated sludge system improvements cost estimation	65
Table 4-5. MLE Process Comparison at 2042 conditions	66
Table 4-6. Tertiary treatment system improvements cost estimation	80
Table 4-7. Electrical systems improvements cost estimation	82
Table 5-1. Biosolids summary	
Table 5-2. Solids handling improvements cost estimation	84
Table 5-3. Thickening technology comparison basis	88
Table 5-4. Thickener technology comparison	89
Table 5-5. Dewatering technology comparison basis	93
Table 5-6. Dewatering technology comparison	93
Table 5-7. Estimated cost to transfer from Ohio Gulch to Milner Butte in 2021	96
Table 5-8. Class A EQ biosolid pollutant limits	
Table 6-1. Staffing estimates for the wastewater department	106
Table 6-2. Building and vehicle improvements cost estimation	108
Table 7-1. Improvement cost summary	110
Table 7-2. O&M cost summary	111
Table 7-3. Upgrade categories	112
Table 7-4. Upgrade project schedule	114
Table 7-5. User rates summary	116

Figures

Figure 1-1. Planning area	
Figure 1-2. Historical population of permanent residents in Ketchum and Sun Valley	2
Figure 1-3. Current and planning period average and peak populations	7
Figure 2-1. Current and projected wastewater flows	20
Figure 2-2. Plant buildout flow projection in 2008 plan versus 2020 plan	21
Figure 2-3. Planning period projected wastewater loads	
Figure 3-1. Plant layout	
Figure 3-2. Flow schematic	
Figure 3-3. Perforated mechanical screen	35
Figure 3-4. Grit chamber, conveyor, and washer room	
Figure 3-5. Grit buildup in aeration basins	
Figure 3-6. Carbon filter system for odor control	
Figure 3-7. Aeration basins 3 and 4 from the center walkway	40
Figure 3-8. Aeration basin blower room	41
Figure 3-9. Clarifier 1 interior	42
Figure 3-10. RAS and WAS pumping room	44
Figure 3-11. Cloth media filter system	
Figure 3-12. UV disinfection system	47
Figure 3-13. Historical reuse water usage	49
Figure 3-14. Reuse wet well section view	
Figure 3-15. Location of reuse system pipeline	
Figure 3-16. Location of the Elkhorn Golf Course and Weyyakin Subdivision	
Figure 3-17. Reuse water pump room	
Figure 3-18. Current solids handling schematic	56
Figure 3-19. Digester blower room	
Figure 3-20. Biosolids transfer pump room	
Figure 4-1. MLE process schematic	
Figure 4-2. Effect of IMLR on effluent TN	67
Figure 4-3. Aeration Building Expansion	
Figure 4-4. Typical centrifugal blower cross-section	
Figure 4-5. Typical PD blower cross-section	
Figure 4-6. Typical hybrid blower cross-section	
Figure 4-7. Typical turbo blower cross-section	
Figure 4-8. Historical WAS rates	
Figure 4-9. Historical SRT model output	77
Figure 4-10. Annual wastewater temperature profile	77
Figure 4-11. SRT and WAS design at future conditions (2042)	78
Figure 4-12. Historical alum consumption	79
Figure 5-1. Existing gravity thickener	
Figure 5-2. Rotary drum thickener	
Figure 5-3. Dissolved air flotation thickener	87
Figure 5-4. Gravity belt thickener	
Figure 5-5. Screw press at the City of Hailey's Woodside WRF	
Figure 5-6. Belt filter press at the Newberg WWTP in Newberg, OR	
Figure 5-7. Centrifuge at Durham AWWTP in Portland, OR	
Figure 5-8. Plate filter press	
Figure 5-9. Windrow turning at Winn's Compost	
Figure 5-10. Composting pilot study process flow diagram	

Figure 5-11. Future plant layout	. 102
Figure 5-12. Future flow schematic	
Figure 7-1. City of Ketchum wastewater cash flows	. 118
Figure 7-2. SVWSD wastewater cash flows	. 119

Appendices

Appendix B. Reuse Permit and Fact Sheet

Appendix C. Wastewater Treatment Plant Classification Worksheet

Appendix D. Cost Opinion

Acronyms

°C degrees Celsius °F degrees Fahrenheit

µm micron

BFP belt filter press

BOD biochemical oxygen demand

cf/hr cubic feet per hour

cf/MG cubic feet per million gallons

cfm cubic feet per minute

CFR Code of Federal Regulations cfu/100 mL colony forming units per 100 mL

CWA 1972 Clean Water Act DAF dissolved air flotation

DEQ Idaho Department of Environmental Quality

DO dissolved oxygen DWF dry-weather flow

EPA U.S Environmental Protection Agency

EQ Class A Exception Quality F:M feed to microorganism ratio FOG fats, oils, and greases

FPS Ketchum / Sun Valley Wastewater Facility Planning Study

GBT gravity belt thickener gpcd gallons per capita per day

GPD gallons per day
GPH gallons per hour
GPM gallons per minute
GST gravity sludge thickener

hp horsepower

HRT hydraulic retention time I&I inflow and infiltration

IMLR internal mixed liquor recycle

IPDES Idaho Pollutant Discharge Elimination System

kW kilowatt
LA load allocation
lbs/d pounds per day
LC loading capacity
MG million gallons
mg/L milligrams per liter
MGD million gallons per day

mJ/cm² millijoules per square centimeter MLE Modified Ludzack-Ettinger

MLR mixed liquor recycle

MLSS mixed liquor suspended solids

mm millimeter
MOS margin of safety
MPN most probable number
NB natural background load

NPDES National Pollutant Discharge Elimination System

O&M operation and maintenance
OEM original equipment manufacturer

PFAS perfluoroalkyl and polyfluoroalkyl substances

PFP plate filter press

PLC programmable logic controller

PD positive displacement ppm parts per million

Psi pounds per square inch

psig pounds per square inch gauge

RAS return activated sludge
RC responsible charge
RDT rotary drum thickener
RPM revolutions per minute

SCADA supervisory control and data acquisition

SCFM standard cubic feet per minute

SRT sludge retention time

SVWSD Sun Valley Water and Sewer District SVED Sun Valley Economic Development

TKN total Kjeldahl nitrogen TMDL tot maximum daily load

TN total nitrogen
TP total phosphorus
TSS total suspended solids

USDA-RD U.S. Department of Agriculture-Rural Development

UV ultraviolet

VFD variable frequency drive VSS volatile suspended solids WAS waste activated sludge WLA wasteload allocation

WMP Big Wood River Watershed Management Plan

WRF wastewater reclamation facility

WWF wet-weather flow

This page is intentionally left blank.

Executive Summary

Introduction

This Wastewater Facilities Planning Study (FPS) documents the upgrades and expansions needed for the wastewater treatment system serving the Cities of Ketchum and Sun Valley to meet regulatory discharge requirements through a 20-year planning period (2022 – 2042). Hereafter the facility will be referred to as the Ketchum / Sun Valley Water & Sewer District Water Reclamation Facility (WRF). The WRF infrastructure is equally owed by the City of Ketchum and SVWSD. The annual operating costs are shared based upon usage (flow) which is slightly skewed toward Ketchum, approximately 55/45. The wastewater collection systems for each community are managed separately, Ketchum's collection system by the City of Ketchum and Sun Valley's collection system by Sun Valley Water & Sewer District (SVWSD).

Description of Existing Facilities

Collection Systems

The Ketchum collection trunk system is made up of over 30 miles of 8-inch through 24-inch pipe. Except for newer developments, most of the piping is approximately 30 years old and consists mostly of asbestos cement sewer pipe. Newer piping is PVC.

The Sun Valley system is made up of about 27 miles of 8-inch through 18-inch pipe. The system was originally constructed using non-reinforced concrete and clay pipe. Developments that grew in the 1970's, such as Elkhorn, used asbestos-covered cement sewer pipes. The newer developments constructed after the late 1970's have all installed PVC sewer lines.

In previous studies, inflow and infiltration (I&I) has been noted as a serious problem for the collection systems of both communities. However, efforts over the last 20 years have reduced the I/I flows entering the WRF.

Ketchum / SVWSD Water Reclamation Facility Overview

The WRF consists of screening, pumping, grit removal, activated sludge treatment (biological treatment), tertiary filtration, and disinfection. The treated water with increased disinfection meets Class A reuse standards and is used by the Weyyakin subdivision and Elkhorn Golf Course for irrigation. The biosolids produced and processed by the plant are thickened and aerobically digested. After aerobic treatment, the biosolids is hauled in liquid form by tanker truck to the Ohio Gulch drying beds.

Population Estimates

The populations of both Sun Valley and Ketchum can be divided into four broad groups: permanent residents who live in the area year-round, second-home residents who occupy their homes for only part of the year, transitory workers, and tourists. Since the population of the area is so variable, the FPS estimates both the average annual population and the peak season population for use in sizing current and future unit processes. The FPS often refers to populations as "equivalents". This means that some of the population, specifically commuters and tourists, do not produce the same amount of wastewater flow as a "typical" resident. The population of these two groups are de-rated to adjust for their reduced flow contribution.

In addition to the populations within the city limits, the planning period values include population estimates for Impact Zones. Impact Zones are areas that are adjacent to the Ketchum and Sun

Valley communities which could be served by the WRF in the future. The estimate of current and planning period populations is listed in Table E. 1.

Table E. 1. Estimate of current and planning period populations

Parameter	Ketchum	Sun Valley	Impact Zones	Totals	
Average Equivalents ¹	7,190	4,955	-	12,146	
Peak Equivalents ¹	ts ¹ 9,567 7,401 -		-	16,968	
Planning Period (2042)					
Average Equivalents ¹	9,250	7,817	266	17,332	
Peak Equivalents ¹	12,216	11,378	602	24,196	

 $^{^{1}\}mbox{Equivalents}$ de-rate the tourist population to 80% and the commuter population to 20% of the actual population

The growth rates over the last 30 years as shown in Figure E. 1 provides the trends used to project growth during the 20-year planning period. The projected growth is estimated to be 1.14 percent per year for Ketchum and 2.14 percent for Sun Valley, for a combined growth of 1.44 percent.

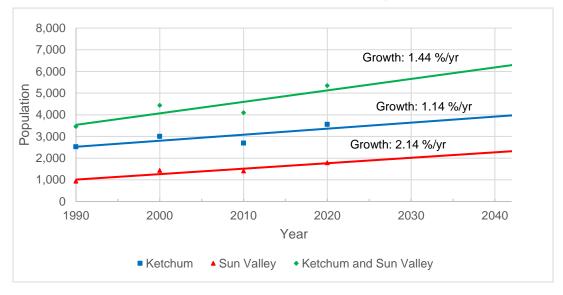


Figure E. 1. Population growth estimate

Flows and Loads

Table E. 2 presents the current flows and loads to the WRF. The sources of wastewater flow are domestic flows from households and commercial businesses, and I&I. The future flows are based on historical and future <u>population</u> trends and past flow data. While pollutant loading values are based on historical <u>concentration</u> trends. The mass loads were determined by using the future flow rates and concentration values.

Table E. 2. Current and future flows and loads

Parameter	Current (2021)	Planning Period (2042)
Average Annual Flow (MGD)	1.05	1.73
Peak Month Flow (MGD)	1.34	2.57
Peak Day Flow (MGD)	1.49	3.47
Peak Hour Flow (MGD)	3.05	5.96
BOD Average Annual (lbs/d)	2,348	3,888
BOD Peak Month (lbs/d)	3,857	5,757
TSS Average Annual (lbs/d)	1,715	2,902
TSS Peak Month (lbs/d)	2,345	4,296
TP Average Annual (lbs/d)	34	58
TP Peak Month (lbs/d)	47	86
TKN Average Annual (lbs/d) ¹	351	580
TKN Peak Month (lbs/d) ¹	446	859

¹ Data based on typical WRF influent values from Metcalf & Eddy¹. No actual influent TKN data available.

Current WRF Capacity

The current WRF capacity is summarized in Table E. 3. The table lists both total and redundant capacities. The total capacity is the maximum amount of flow that each treatment system can handle with all units in service. The redundant capacity is the available treatment capacity with the largest unit out of service.

Table E. 3. System capacity

Component	Total Capacity (MGD)	Redundant Capacity (MGD)	Detail
Headworks	11.5 MGD	4.0 MGD	Perforated mechanical screen at 4.0 MGD Mechanical bar screen at 7.5 MGD
Aeration Basins	3.7 MGD	2.8 MGD	4 aeration basins at 0.93 MGD each
Clarifiers	9.7 MGD	4.0 MGD	Clarifier 1 at 5.7 MGD Clarifier 2 at 4.0 MGD
Tertiary Filtration	11.6 MGD	7.7 MGD	3 filter units at 3.87 MGD each
UV Disinfection ¹	11.3 MGD	7.5 MGD	2 channels at 3.75 MGD each
Solids Handling- Aerobic Digester	15,000 GPD at 3% solids ²	None	1 digester at 300,000 gallons HRT Design - 60 days at 15°C

¹ Capacities shown based on 30 mJ/cm² dose. Redundant capacity certified at 3.1 MGD for 100 mJ/cm² dose (reuse-quality dose). See the Reuse section of the Executive Summary for more information.

Plant Upgrades and Additions

Plant upgrades are needed either due to age or plant service area growth. The plant can be divided into several groups that need attention, including the headworks, activated sludge system, tertiary treatment, disinfection, solids handling, and effluent end-use.

² Solids production of 15,000 GPD at 3% solids is equivalent to approximately 1.75 MGD of influent wastewater flow.

¹ Metcalf & Eddy, Inc., Tchobanoglous, G., Abu-Orf, M., Bowden, G., & Pfrang, W. (2014). Wastewater Engineering: Treatment and Resource Recovery (5th ed.). McGraw-Hill Education.

The headworks are made up of the influent pumps, screening, grit chamber, and odor control. These components are generally adequate for current and future conditions with upgrades during the planning period generally needed due to age.

Activated sludge aeration basins are adequate for future conditions with improvements required related to baffling and process configuration. The configuration changes will significantly reduce energy costs associated with aeration and provide flexibility for additional total nitrogen removal, which is important for reuse water.

The heart of the activated sludge process is air supply to the biological system. Aeration blower replacements will require major future investment. The WRF operating cost is dominated by electrical power for aeration blowers. Therefore, future planning will continue to promote energy efficient blowers. Currently, the WRF uses high-efficiency turbo blowers. The recommended hybrid blower technology has nearly identical energy efficiency as turbo blowers and has a much simpler maintenance routine.

The tertiary treatment system is in good condition. Tertiary treatment at the WRF consists of cloth media filters. Future upgrades are related to miscellaneous equipment components and filter media.

The final liquid treatment step is disinfection. The ultraviolet (UV) light disinfection system works very well and leaves little residual living bacteria in the treated effluent. The system is 20 years old and will require replacement during the planning period. Final disposal of the treated water is normally into the Big Wood River but during irrigation season is diverted as a Class A reuse water for beneficial use by both Ketchum and SVWSD. The diversion not only supplies much needed water to landscape and golf course grounds, it relieves nutrient load to the Big Wood River.

The solids handling system is the weak-link in the current WRF system. The plant currently only has one aerobic digester / sludge holding tank. There is no redundancy in the system. The WRF currently has no sludge-holding capacity if the sludge holding tank must be taken offline for maintenance. The other concern with the solids handling system is transport of liquid biosolids to the Ohio Gulch drying beds. The practice has been to haul primarily water (only 3 percent solids) to the beds. Liquid hauling has been a cost-effective method as energy and labor costs were low.

Future operating conditions and changes in final disposal require a change from this liquid hauling approach. The recommended upgrades are a rotary drum thickener (RDT) to boost solids content from 3 percent to 6 percent and a screw press to further dewater to 15 – 18 percent solids. At this concentration, the biosolids can be hauled using an open-bed trailer rather than a tanker, and significantly reduces the volume (water) hauled. The wet tons hauled to Ohio Gulch reduces from approximately 16,500 tons to 3,300 tons per year. The other added benefit is the dewatered solids provide a better composting amendment.

Improvement Financials

A sewer rate is based on the principle that total revenue shall be obtained from users (connections) who benefit from the facilities to cover new improvements, operations, and maintenance costs. The revenue comes from new connections fees and monthly user fees per connection. The current Ketchum and Sun Valley connections and quarterly user rates are shown in Table E. 4.

Table E. 4. User rates summary

Item	Ketchum	SVWSD	Total
Connections	2,089	2,792	4,881
Average Monthly Rate per Connection	\$39.12	\$23.00	-
Average Quarterly Revenue	\$245,165	\$192,648	\$437,813
Average Yearly Revenue	\$980,660	\$770,592	\$1,751,252

It is understood that the growth component of wastewater upgrade costs at Ketchum and SVWSD is funded using connection fees. The fee is currently \$2,921 per connection and \$3,100 per residential equivalent connection for Ketchum and SVWSD, respectively. The growth is anticipated to add 540 connections for Ketchum and 1,475 connections for SVWSD. Capital construction costs are split evenly between the two entities, and operation and maintenance costs are split based on the flow proportions.

The estimated user rates for improvements identified in this plan were calculated after first accounting for the revenue generated by impact fees using a connection growth rate of 1.14 percent in the City of Ketchum collection system and 2.14 percent in the SVWSD collection system per year. It is also assumed that the existing rates used by each community cover current operating costs and have paid off all previous bonds, in addition to producing no excess revenue. As seen in Table E. 5, the cost for all improvements needed through the planning period costs \$37.2 million in 2022 dollars. This means that each community will have to generate \$18.6 million.

Table F. 5. Upgrades categories

Table E. 5. Upgrades categories		
Project	Capital Cost ¹	Annualized Cost ²
Process Near-Ter		\$40.050
Aeration Basins - Anoxic and MLR (Nos. 3 & 4)	\$987,000	\$49,350
Aeration Basin Blower Repair	\$65,000	\$3,250
Grit Removal System	\$1,015,000	\$50,750
Aeration Basin Upgrades (Nos. 1 & 2)	\$2,140,000	\$107,000
Rotary Drum Thickener & Dewatering Building	\$7,204,000	\$360,200
Remove Digester No. 1 Building and New Flat Covers	\$690,000	\$34,500
Clarifier No. 1 HVAC and Roof Repair	\$183,000	\$9,150
Gravity Thickener & Transfer Building Demo	\$145,000	\$7,250
Digester No. 2	\$2,648,000	\$132,400
Screw Press	\$1,527,000	\$76,350
New & Replacement Digester Blowers	\$1,829,000	\$91,450
Aeration Basin Blowers & Updated Electrical	\$6,626,000	\$331,300
Pump Replacements ³	\$706,500	\$35,325
Replace UV Equipment	\$1,694,000	\$84,700
Upgrade PLC Hardware	\$1,356,000	\$67,800
Upgrade Filter PLC	\$102,000	\$5,100
Digester No. 1 Diffusers	\$250,000	\$12,500
Clarifier Mechanism No. 1 Replacement	\$553,000	\$27,650
Upgrade UV PLC	\$102,000	\$5,100
Replace VFD's	\$782,000	\$39,100
Outfall Clearing ⁴	\$83,500	\$4,175
Subtotal	\$30,688,000	\$1,534,400
Process Long-Ter	<u> </u>	
Replace Generator & MCC-3	\$1,263,000	\$63,150
Pump Replacements ³	\$706,500	\$35,325
Upgrade Dewatering PLC	\$102,000	\$5,100
Misc. Headworks Improvements	\$271,000	\$13,550
Clarifier Mechanism No. 2 Replacement	\$454,000	\$22,700
Replace VFD's	\$782,000	\$39,100
Outfall Clearing ⁴	\$83,500	\$4,175
Subtotal	\$3,662,000	\$183,100
Ancilla Partie et Partie et		# 00 500
Parking Lot Repaving	\$1,330,000	\$66,500
Lab/Ops/Maintenance Remodel	\$1,010,000	\$50,500
Utility Tractor	\$67,000	\$3,350
Sewer Cleaning "Vac" Truck	\$450,000	\$22,500
Subtotal Total	\$2,857,000 \$37,207,000	\$142,850 \$1,860,350
10ldi	ψ31,201,000	ψ1,000,330

¹ Costs are presented in 2022 dollars and are not escalated to year of construction. Also includes contingency. ² Based on 20-year period and assumed 3.0% inflation rate

³ Pump replacements split in four installments- two short-term, two long-term.

⁴ Two outfall clearings in planning period- one short-term, one long-term.

MLR=mixed liquor recycle; HVAC=heating, ventilation, and air conditioning; UV=ultraviolet; SCADA=supervisory control and data acquisition system;

PLC=programmable controller logic

The City of Ketchum can generate sufficient revenue for the capital costs and share of operating costs by increasing user rates annually at an average rate of 3.8 percent, assuming connection fees are not increased. This will also leave the City with an operating wastewater budget of approximately \$1,000,000 to be used as a reserve fund for unexpected costs, such as repairs for premature equipment failure. The monthly user rate using a 3.8 percent annual increase begins at \$39.12 (in 2022) and ends at \$72.51 (in 2042). Figure E. 2 provides a visual representation of the planning period cash flows for the City of Ketchum.

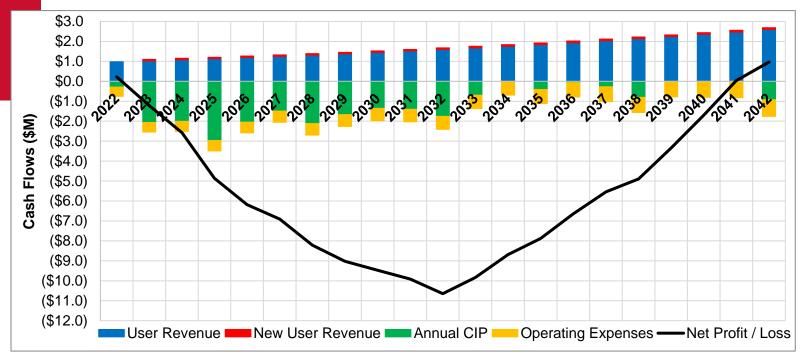


Figure E. 2. City of Ketchum wastewater cash flows

The SVWSD can generate sufficient revenue for the capital costs and share of operating costs by increasing user rates annually at an average rate of 3.4 percent, assuming connection fees are not increased. The SVWSD has contemplated increasing connection fees to reduce the required rate increase- if the SVWSD increases connection fees by 2.5 percent annually, then the user rates would only have to be increased at an average rate of 3.0 percent. Both alternatives will leave the SVWSD with approximately \$1,000,000 in the wastewater budget for unexpected costs by the end of the planning period. The monthly user rate using a 3.0 percent annual increase begins at \$23.00 (in 2022) and ends at \$41.14 (in 2042). The new user connection fee using a 2.5 percent annual increase begins at \$3,100 (in 2022) and ends at \$5,080 (in 2042). Figure E. 3Figure 7-2 provides a visual representation of the planning period cash flows for the SVWSD with both connection fee and user rate increases.

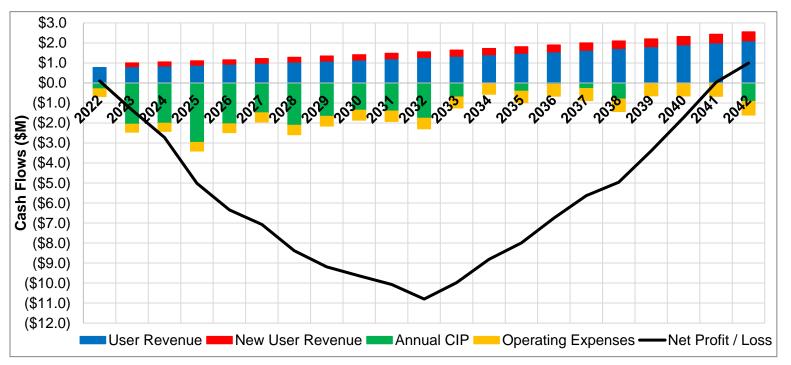


Figure E. 3. SVWSD wastewater cash flows

These alternatives would require both entities to take debt in 2023 to begin the substantial projects during the first 10 years. With a reasonable annual increase in rates (3-4 percent), the loans could be paid off by the end of the planning period (2042). This revenue plan is an example to illustrate the magnitude of rate increases needed to upgrade the plant through the planning period. The final financial plan will require adjustment to mesh the revenue generation with the upgrade schedule and is outside the scope of this document. A detailed rate study should be conducted to make a more accurate assessment of user rate adjustments required to fund the planning period projects.

1 Planning Criteria

1.1 Introduction

The objective of the Ketchum / Sun Valley Water & Sewer District (SVWSD) Facility Planning Study (FPS) is to aid the communities with options for handling wastewater at the wastewater reclamation facility (WRF). This section provides the basis for evaluating the facility and includes information used throughout the rest of the planning process:

- Planning area and period
- Population
- · Permit requirements and water quality issues
- Regulatory trends and planning assumptions
- Basis of capital and operation and maintenance (O&M) costs
- Redundancy and reliability

1.1.1 Planning Area and Planning Period

The WRF serves the cities of Ketchum and Sun Valley, including St. Luke's Hospital. The hospital is currently the southernmost facility served by the WRF. In the future, the WRF could serve nearby development, defined as impact zones. Following are brief descriptions of these impact zones:

- Zone 1 Developments north of Ketchum, including Hulen Meadows, Beaver Springs, and Flower Mill areas.
- Zone 2 Developments west of Ketchum, including Warm Springs Ranch and Warm Springs Village.
- Zone 3 Developments south of Ketchum, including the River Run base facilities to McHanville.
- Zone 4 Developments in the Sun Valley area, including the White Cloud Development and Elkhorn Springs. Current completed developments in Elkhorn Springs are considered part of the Sun Valley tourist population. Future expansion of this development is considered part of Impact Zone 4.

Expansions south of McHanville and the Cold Springs limited impact development (LID) are not considered in this FPS. While it is possible that wastewater from this area could be pumped north to the WRF, it is not anticipated at this time. The Meadows LLC Wastewater Treatment Plant is an existing facility closer to this area that may be a more feasible alternative for wastewater treatment. Figure 1-1 shows the approximate locations of the separate zones.

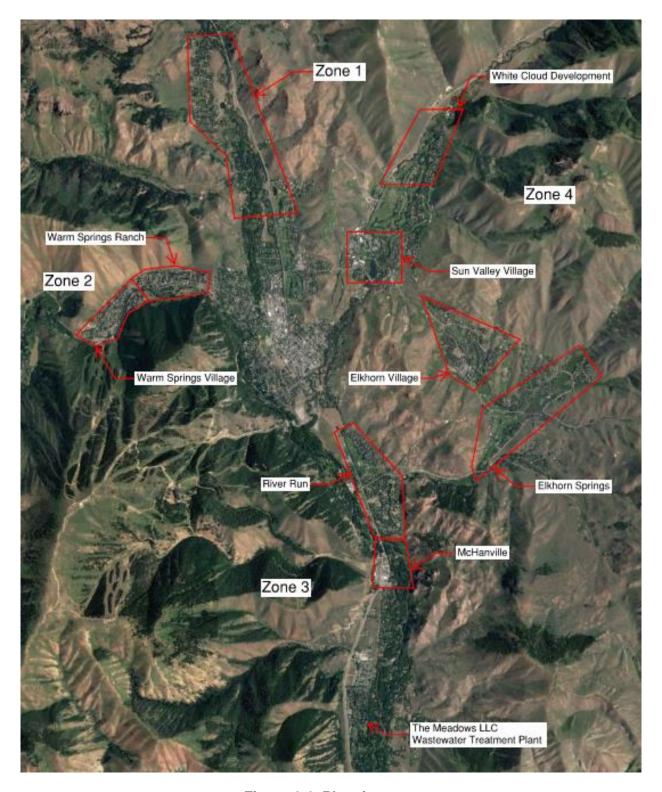


Figure 1-1. Planning area

1.2 Population and Land Use within the Planning Area

1.2.1 Population Categories

The population of the Ketchum / Sun Valley area can be divided into three general groups:

- Permanent residents: those who live year-round in the area.
- Second-home residents: those who own homes in the area, but only live in them for part of the year.
- Tourists: short-term visitors to the area.

This FPS will not differentiate between the summer and winter population peaks, which occur in the months of July to August and December to February. The FPS estimates the peak season highs during these months that affect the WRF. It also considers the average populations during the off-peak months, which is the estimated typical flow that the WRF treats through the year.

This FPS refers to the current population and planning period population (20 years forward). The "current" population is based on U.S. Census data for the year 2020 and estimated recent growth. The planning period is from years 2022 to 2042. In subsequent sections of this FPS, the term "plant buildout" is used to indicate the condition where the land locked WRF is at full capacity. To avoid removal of smaller treatment plant units and construction of incrementally larger units, construction is favored to fully use the space for the plant buildout flow conditions.

The plant buildout flows and loads were developed in the 1999 FPS and have been retained through subsequent planning studies. Previous planning studies estimated these buildout populations to be 20 years into the future. This was a conservative approach and over-estimated the growth rate. Moving forward, this FPS will provide a realistic, although conservative, future population for the 20-year planning period. This same growth trend will be used to provide a rough estimate of the future population when the plant reaches buildout flows and loads based upon a continuation of growth at the same assumed rate.

Permanent Resident Population

Figure 1-2 shows the historical population trends for the permanent residents in Ketchum and Sun Valley, based on U.S. Census data and population studies performed by Sun Valley Economic Development (SVED). SVED is a 501(c)(6) whose mission is to "preserve and advance the Sun Valley region's economic vitality and diversity while recognizing the values of its citizens". SVED creates a yearly economic profile for the cities of Blaine County, and their most recent profiles for Ketchum and for Sun Valley were used to estimate population in the area that the U.S. Census does not provide. Note that the large observed population jump between 2019 and 2020 is because the population estimates from 2011-2019 were underestimating the actual population as seen in the 2020 U.S. Census.

As seen in **Error! Reference source not found.**, the growth rate of Ketchum from 1990 to 2010 was about 0.3 percent, based on U.S. Census data. The growth rate of Sun Valley was about 2.0 percent over the same period. The last 10 years (2010 – 2020) showed significantly greater growth with Ketchum's population increasing at a rate of 2.8 percent and Sun Valley's population increasing at a rate of 2.4 percent. The population trends over the last 10 years are not likely to be sustainable. The growth rates from 1990 to 2020 seem more reasonable with Ketchum increasing at 1.2 percent

annually and Sun Valley increasing at 2.1 percent annually. The combined population is increasing at a rate of approximately 1.4 percent annually. 8,000 7,000 Growth: 1.44 %/yr 6,000 5,000 Growth: 1.14 %/yr

Population 4,000 3,000 Growth: 2.14 %/yr 2,000 1,000 0 1990 2000 2010 2020 2030 2040 Year ▲ Sun Valley Ketchum and Sun Valley Ketchum

Figure 1-2. Historical population of permanent residents in Ketchum and Sun Valley

Second-Home Resident Population

The second-home residential population was estimated using SVED's 2019 economic profiles for Ketchum and for Sun Valley. The economic profiles show that 2,413 homes are classified as seasonal in Ketchum and 2,144 homes are classified as seasonal in Sun Valley². For the intent and purpose of this FPS, seasonal homes are synonymous with second homes. To determine the amount of people who live in these homes, the 2016 average household size for the two cities were used: 1.81 persons per home for Ketchum and 1.90 persons per home for Sun Valley. This FPS also assumes that the second homes are 100 percent occupied during the peak season and 30 percent occupied during the off-peak season. These second-home occupancy rate assumptions are consistent with the 1999 FPS and 2009 FPS. The estimations for the peak season and the average annual season population of second-home residents are shown in Table 1-1:

Table 1-1. Estimation of second-home residents

Parameter	Ketchum	Sun Valley	Total
Seasonal Homes	2,413	2,144	4,557
Average Annual Second-Home Residents	2,625	2,493	5,118
Peak Season Second-Home Residents	4,368	4,074	8,442

Tourist Population

A "pillow count" strategy was used to determine the tourist populations. This strategy was also used in the 2009 FPS; it assumes that the number of people that can be housed in a hotel is equal to the number of "pillows" available in each room, either hotel or resort. It was also assumed that, on average, two pillows were used per room. This FPS assumes that 90 percent of the pillows are occupied during the peak season, which was also assumed in the 2009 FPS. The annual average

² SVED. 2019. 2019 Ketchum Economic Profile and 2019 Sun Valley Economic Profile.

tourist population was calculated using occupancy rate data for the Ketchum and Sun Valley area during the off-peak months from the 2019 Ketchum Economic Profile. The off-peak occupancy is estimated to be 35 percent of the available pillows. Table 1-2 shows the pillow count for the area based on information from the Ketchum and Sun Valley comprehensive plans as well as the Ketchum and Sun Valley economic profiles.

Tourists commonly contribute 50 to 80 percent of what a permanent resident contributes to the WRF³. This FPS assumes that a tourist has a population equivalent of 0.8, which was also assumed in the 2009 FPS.

Table 1-2. Estimate of peak season and average tourist population

Parameter	Ketchum	Sun Valley	Total
Pillow Count	1,450	1,980	3,430
Peak Season Tourist Population ¹	1,305	1,782	3,087
Peak Season Tourist Equivalents ²	1,044	1,426	2,470
Average Annual Tourist Population ³	513	701	1,214
Average Annual Tourist Equivalents ²	411	561	972

¹ Assumes 90% of pillows occupied during peak season

Commuter Population

Due to the high cost of property in the area, many employees commute to work from towns outside of Ketchum and Sun Valley, most notably Hailey and Bellevue. The 2019 economic profiles for Ketchum and Sun Valley estimate there are 6,242 jobs (4,849 in Ketchum and 1,393 in Sun Valley). To determine the commuter population, it was first necessary to establish the population of workingage permanent residents of the area. The working-age resident population was determined by the population of the 20-64 age group. It was assumed that approximately 20 percent of the under-20 age group were of working age. All working-age residents are assumed to currently hold a job in the area. Using these assumptions, 1,850 permanent residents in Ketchum have a job and 800 permanent residents in Sun Valley have a job. All other jobs not accounted for by permanent residents are equivalent to the population of commuters into the area. In addition, employees contribute approximately 20 percent of what a permanent resident contributes to the WRF². Since the commuter population is defined as persons who work in the Ketchum and Sun Valley area, but who do not live within the service area of the WRF, the actual commuter population will be de-rated in a similar fashion as the tourist population. This FPS assumes that a commuter has a population equivalent of 0.2. Table 1-3 shows the commuter populations for Ketchum and Sun Valley.

Table 1-3. Estimate of commuter population

Parameter	Ketchum	Sun Valley	Totals
Commuters	2,999	593	3,592
Commuter Equivalents ¹	600	119	719

¹ Equivalents are 20% of actual commuter population

² Equivalents are 80% of actual tourist population

³ Assumes 58% of pillows occupied annually

³ Metcalf & Eddy, Inc., Tchobanoglous, G., Abu-Orf, M., Bowden, G., & Pfrang, W. (2014). Wastewater Engineering: Treatment and Resource Recovery (5th ed.). McGraw-Hill Education.

1.2.2 Total Peak Season and Average Annual Population

Table 1-4 shows the estimated peak season and average population served by the Ketchum / SVWSD WRF. The equivalent population is generated by de-rating the tourist population to 80 percent and the commuter population to 20 percent of the population of the groups, respectively.

Table 1-4. Estimate of current population

Demographic	Ketchum	Sun Valley	Totals			
Average Annual						
Permanent Residents	3,555	1,783	5,338			
Commuters	2,999	593	3,592			
Second Home	2,625	2,493	5,118			
Tourists	513	701	1,214			
Average Total	9,692	5,570	15,262			
Average Equivalent ¹	7,190	4,955	12,146			
Peak Season						
Permanent Residents	3,555	1,783	5,338			
Commuters	2,999	593	3,592			
Second Home	4,368	4,074	8,442			
Tourists	1,305	1,782	3,087			
Peak Total	12,227	8,232	20,459			
Peak Equivalent ¹	9,567	7,401	16,968			

¹ Equivalents de-rate the tourist population to 80% and the commuter population to 20% of actual population

1.2.3 Population Projections

Permanent and second-home populations were projected using current estimates of population growth from the 2017-2019 economic profiles for Ketchum and Sun Valley. The 2019 economic profiles for the two cities show that 67 percent of Ketchum and 78 percent of Sun Valley dwellings are second homes. These profiles also show that the average family size of Ketchum is 1.81 members per household, and the average family size of Sun Valley is 1.90 members per household. This FPS will use the 30-year growth rates to find the time to reach the 20-year planning period populations, 1.14 percent for Ketchum and 2.14 percent for Sun Valley. Using this data, the population estimates were produced for 2042.

Projected numbers of additional tourists in the area were calculated assuming tourist accommodations increase by 0.25 percent per year. This estimation was used in the 2009 FPS, and it allows for an average population equivalent increase in Sun Valley from 4,955 to 7,817. The average population equivalent increase in Ketchum would increase from 7,190 to 9,250.

Table 1-5 summarizes the projected average annual and peak season populations of the planning area at the end of the 20-year planning period in 2042. It also shows the total equivalent population by de-rating the tourist population by 80 percent and the commuter population by 20 percent.

Table 1-5. Estimate of planning period population (year 2042)

Demographic	Ketchum	Sun Valley	Impact Zones	Totals
	Avera	ge Annual		
Permanent Residents	4,571	2,856	91	7,518
Commuters	3,946	991	•	4,937
Second Home	3,454	4,168	89	7,710
Tourists	545	744	107	1,396
Average Total	12,515	8,759	287	21,561
Average Equivalent ¹	9,250	7,817	266	17,332
	Peak	Season		
Permanent Residents	4,571	2,856	91	7,518
Commuters	3,946	991	-	4,937
Second Home	5,747	6,811	295	12,852
Tourists	1,386	1,892	270	3,548
Peak Total	15,649	12,550	656	28,855
Peak Equivalent ¹	12,216	11,378	602	24,196

¹ Equivalents de-rate the tourist population by 80% and the commuter population by 20%

Figure 1-3 shows a comparison of the current and projected annual and peak season populations.

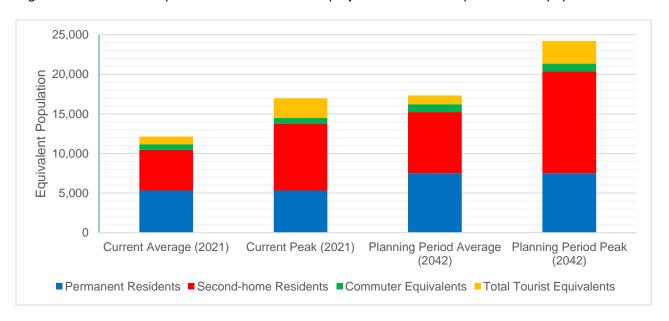


Figure 1-3. Current and planning period average and peak populations

1.2.4 Commercial/Light Industry

Commercial core areas include restaurants, retail stores, and other businesses. Sun Valley has several commercial areas, but the largest commercial area is in Ketchum. Flows from the Sun Valley commercial areas are assumed to be related to the population. As the tourist population increases, the flow in this area increases. Thus, in the flows and loads projection, the contribution from the commercial area is included in the per capita flows and loads.

No light industrial areas exist in Sun Valley and no areas are zoned for such future use. The City of Ketchum zones the commercial and light industry land under two zoning titles: light industry and

community center. The light industry zones are established as a transition area, providing limited commercial service industries, limited retail, and offices that relate to building maintenance and construction, which generate little traffic from tourism or the public. The community core district zoning is designed to attract a compact and cohesive center of commerce with a safe pedestrian environment. These zones are located on State Highway 75 and Main Street in the middle of town and are served by the WRF. Approximately 162 acres are zoned for commercial/light industry. An additional source included in the commercial/light industrial category is St. Luke's 20-bed hospital and associated commercial facilities located on the south side of town.

1.3 Permit Requirements and Water Quality Issues

The Ketchum / SVWSD WRF is authorized to discharge to the Big Wood River under National Pollutant Discharge Elimination System (NPDES) Permit ID0020281 (Appendix A) issued by the U.S. Environmental Protection Agency (EPA). This permit became effective on August 1, 2012, and expired July 31, 2017. A permit renewal application was submitted prior to the submittal date of February 1, 2017, and EPA administratively extended the existing permit. The State of Idaho began administrating the permit under the Idaho Permit Pollutant Discharge Elimination System (IPDES) system on July 1, 2018. The administrative extension of the existing NPDES permit remains in effect under the authority of the State of Idaho until such time that the Idaho Department of Environmental Quality (DEQ) is able to renew the permit as part of the IPDES program. Table 1-6 summarizes the discharge limits in the existing permit.

Table 1-6. Current NPDES permit limits

Effluent Characteristics	Unit of Measurement	Average Monthly Limit	Average Weekly Limit	
	mg/L	30	45	
BOD	lbs/d	505	760	
	% removal	85% (min)	
	mg/L	30	45	
TOO	lbs/d	275	542	
TSS	lbs/d	Annual Average Limit	² : 145 lb/day	
	% removal	85% (min)	
E.coli Bacteria	cfu/100 mL	126 (geometric mean)	406 ³ (instantaneous maximum)	
	cfu/d	Annual Average Limit: 19.1x109 cfu/day		
рН	S.U.	6.2 – 9.0 at all	times	
TP	mg/L	1.0	1.5	
IF	lbs/d	9.9	14.9	
Copper,	μg/L	19.2	35.1 (maximum daily limit)	
Total Recoverable	lbs/d	0.64	1.17 (maximum daily limit)	

¹Currently operating under permit dated August 1, 2012 (expired July 31, 2017), administratively extended

BOD=biochemical oxygen demand; TSS=total suspended solids; TP=total phosphorus; mg/L=milligrams per liter; lbs/d=pounds per day; cfu/100 mL=colony forming units per 100 milliliters; µg/L=micrograms per day

² TSS limits were adjusted by EPA to an annual mass of 26.5 tons.

³ E. Coli annual limit of 19 billion cfu/d

The 1972 Clean Water Act (CWA) requires that states adopt water quality standards that protect human health, fish, shellfish, and wildlife. Big Wood River is on the Idaho Rivers (CWA Section 303(d)) list for which the DEQ is mandated to develop a total maximum daily load (TMDL) based on water quality standards. This mandate makes the river a priority to meet the standards set by the CWA. To improve the water quality, TMDLs assign point sources wasteload allocations (WLAs) to reduce pollutants that exceed standards.

In 2002, DEQ completed part of the Big Wood River Watershed Management Plan (WMP). The WMP developed TMDLs for eleven waterbodies in the Big Wood River subbasin. For the Big Wood River, the pollutants with TMDLS are bacteria, nutrients, and sediment. The City of Ketchum POTW received WLAs of 26.5 ton/yr for total suspended (TSS), 9.9 lb/day for total phosphorus (TP), and 2.7 billion cfu per day for *Escherichia Coli (E.coli)* (DEQ 2002⁴).

In 2011, DEQ issued an errata to the Big Wood River WMP. Four tables were corrected due to calculation errors resulting from not using the correct design flow capacity for the wastewater treatment plants. The City of Ketchum POTW received a revised WLA of 19.1 billion cfu per day for *E.coli* (DEQ 2011⁵).

In 2017, DEQ completed the Big Wood River Watershed Management Plan: TMDL Five-Year Review (DEQ 2017⁶). In the prior documents, the WRF was in Big Wood River segment 2 (BWR-2). The segments were modified to assessment units (AU). BWR-2 is in AU ID17040219SK007_05, the Big Wood River from its confluence with Warm Springs Creek in the city of Ketchum to Seamans Creek/Cove Canal below the city of Hailey. The Ketchum and Mid-Valley Sewer Company WWTPs discharge to the Big Wood River within this AU.

For the review, water quality sampling data collected at the railroad truss below Ketchum in 2015 were assessed. "The TP target of 0.05 mg/L was exceeded three times in 2015, twice during spring months (May and June) and then again in late August. The TSS target of 25 mg/L was exceeded three times at the railroad trestle monitoring location, all in May and early June. These data show a connection between TSS and TP concentrations as might be expected with spring runoff. The increase in August TP is not coincident with increased TSS concentrations. E. coli numbers were generally low and did not exceed criteria. The geometric mean calculated for five samples within a 30-day period at the railroad trestle location did not exceed the target of 126 cfu/100mL" (DEQ 2017).

1.4 Regulatory Trends and Planning Assumptions

1.4.1 Total Suspended Solids

The concentration and removal rate limits for TSS are the technology-based effluent limits of 40 CFR 133.102. However, the mass limits for BOD5 and TSS are more stringent than the technology-based effluent limits. The mass limits for TSS are water quality-based effluent limits that are consistent with

⁴ DEQ 2002. The Big Wood River Watershed Management Plan. Idaho Department of Environmental Quality. Twin Falls, ID.

⁵ DEQ 2011. Errata to the Big Wood River Watershed Management Plan (TMDL) of 2002. Idaho Department of Environmental Quality. Twin Falls, ID.

⁶ DEQ 2017. Big Wood River Watershed Management Plan. TMDL Five-Year Review. Idaho Department of Environmental Quality. Twin Falls, ID.

the assumptions and requirements of the wasteload allocation for the discharge in the Big Wood River WMP. The TMDL includes a WLA for TSS to 26.5 tons TSS per year (t/yr) (145 lbs/day). These are the existing permit limits and are not expected to change in permit renewal. The TSS concentration of this daily mass target varies with the flow rate. At a flow rate of 2.0 MGD, the concentration of plant effluent must be less than 8.7 mg/L TSS to meet the average annual limit of 145 lbs/d. At a flow rate of 5.0 MGD, the concentration of the plant effluent must be less than 3.5 mg/L TSS to meet the average annual limit of 145 lbs/d.

1.4.2 Nutrients

Dissolved nutrients can stimulate the growth of aquatic plant life. Excessive plant growth can directly impact aquatic life and recreation/aesthetics and may also cause normally aerobic (oxygen rich) environments to become depleted of dissolved oxygen (DO). These processes are known as eutrophication. Nitrogen and phosphorus are the primary nutrients that cause eutrophication. These contaminants are added to water bodies from both point sources, such as municipal and industrial plants, and nonpoint sources, such as runoff. While nitrogen is not currently limited in the discharge permit, it is limited in the reuse permit. Nitrogen is removed in the aeration basins by denitrifying bacteria. Phosphorus is removed from the plant by chemical precipitation with alum.

The following provision regarding excess nutrients is the basis of the nutrient TMDL: "surface waters of the state shall be free from excess nutrients that can cause visible slime growths or other nuisance growths impairing designated beneficial uses" (IDAPA 58.01.02.200.06).

The current NPDES permit requires an average monthly phosphorus limit of 1.0 mg/L and 9.9 lbs TP/d. The effluent flow rate of 9.9 lbs TP/d at a concentration of 1.0 mg/L is equal to 1.2 MGD. The flow rate often exceeds 1.2 MGD, therefore the concentration would have to decrease to meet the 9.9 lbs TP/d average monthly mass limit. At flow rates of 2.0 MGD, the TP concentration must be less than 0.59 mg/L to meet the average monthly limit. At flow rates of 5.0 MGD, the TP concentration must be less than 0.24 mg/L to meet the average monthly limit. The 5-year WMP review (December 2017) did not determine that a new TMDL is necessary, but also concluded that additional data should be collected.

1.4.3 Fecal Coliform and Escherichia Coli

The final step of wastewater treatment is disinfection. The purpose of disinfection is to kill or inactivate any pathogens that remain in the effluent. At the Ketchum / SVWSD WRF, UV radiation is used to disinfect the wastewater before it is discharged to Big Wood River. Ultraviolet disinfection uses UV light to destroy the pathogen's DNA, stopping its ability to reproduce.

Bacteria counts are typically used to measure the effectiveness of the treatment and ensure adequate disinfection. The types of bacteria used have historically been total coliform, fecal coliform or E. coli. Idaho's water quality standards for surface waters use E. coli but has recently been revised to also include criteria for Enteroccic. DEQ has been looking at including Enteroccic bacteria limits in some recent IPDES permits. When DEQ begins working on permit renewal, the WRF should be prepared to discuss the implications of this parameter.

The current NPDES permit limits the concentration of *E. coli* bacteria, a specific type of fecal coliform related to warm-blooded animals including humans. The current NPDES limit is 126 colony forming units of *E. coli* per 100 mL (cfu/100 mL) at 4 MGD. The 2002 TMDL for the Big Wood River includes a WLA for *E. coli* of 2.7 billion cfu per day based on flow (cfs) x target (cfu/100 mL) x 0.02445. DEQ

determined the equation necessary to represent a total maximum daily load. The 2011 Errata revised the WLA for *E.Coli* to 19.1 billion cfu per day based on a design flow of 4.0 mgd.

The City of Hailey commented on the Errata that the interpretation of the *E.coli* WLA for permitting should be the water quality standard of 126 cfu per 100 mL. EPA wrote in the permit fact sheet "In the TMDL, the loading capacity was calculated using the annual average river flow and the maximum monthly geometric mean in-stream target of 126 cfu/100 mL total phosphorus. Therefore, it is appropriate to establish a monthly geometric mean effluent limit equal to the WLA." Future criteria may include virus inactivation as tested by effluent monitoring for coliphage, a subset of bacteriophages that infect bacteria, indicating absence of human viral pathogens associated with fecal contamination. The inactivation requires a more robust disinfection step (i.e. increased UV dose).

Disinfection is much more stringent for Class A reuse water than for effluent discharge to surface water. The WRF is required to meet a median number of 2.2 cfu/100 mL total coliform, as determined by results from the last seven days with analysis, with no samples exceeding 23 cfu/100 mL. If the Ketchum / SVWSD WRF continues to produce Class A reuse water, these treatment standards will be the basis of upgrades. The current system is limited to 3.1 MGD by the UV disinfection system dose capability for Class A (100 mJ/cm2 dose). Class A water is currently only produced during the irrigation season (April – October) and flows seldom exceed 1.5 MGD. Normal flows are closer to 1.0 MGD and almost all the treated flow is delivered to irrigation customers.

1.4.4 Temperature

High effluent temperatures can adversely affect cold water aquatic biota and spawning salmonids in the Big Wood River. Cold water aquatic life and salmonid spawning diel values are either < 10 percent exceedances and thus supporting beneficial uses or else not supporting meeting beneficial uses. In the 2002 TMDL, DEQ concluded that for the most part cold-water aquatic life is supported and salmonid spawning is not supported for waterbodies in the Big Wood River subbasin. Evaluation of temperature (both for cold water aquatic life and salmonid spawning) were deferred until 2003 and until additional monitoring data are collected. The DEQ anticipated a later re-evaluation of temperature criteria based on more current monitoring data. The 2017 WMP 5-Year Review did not include data or an assessment of water temperature in the Big Wood River.

A review of recent Wood River Watershed Advisory Group meeting minutes did not reveal recent discussions regarding water temperature in the Big Wood River. There is mention of re-evaluating the Little Wood River temperature TMDL. The regional DEQ office is working on temperature issues; however, DEQ's priority and timeline for addressing water temperature in the Big Wood River is unknown.

One of the first permits drafted by DEQ with temperature limits was for the City of Shoshone, issued in 2019. DEQ is currently working toward incorporating temperature limits into the IPDES permit for the City of Boise's West Boise WRF. Therefore, the Ketchum / SVWSD WRF may anticipate DEQ to address or at least consider water temperature in its future IPDES permits.

1.4.5 Air Quality

Air quality can be a concern, especially in WRFs near areas frequented by the public and residential areas. Three air quality issues are of concern: odors, air toxics, and criteria air pollutants.

Odors are a local ordinance issue that can be dealt with by carefully locating treatment processes and enclosing odor-generating facilities. The treatment processes at the WRF typically do not produce much odorous gas when functioning properly. The proximity to residential areas and predominate wind direction also plays a role in odor complaints. The WRF headworks is generally the area with the most potential for offensive odors; in Ketchum, this is also the area of the plant closest to residential areas. For this reason, the screening and grit building have had odor scrubbers for over 20 years. The chemical scrubber was replaced by a carbon scrubber in 2017 with the screening upgrade. The other area of concern is sludge digestion, thickening and loadout. These activities are on the south end of the plant and have a greater buffer from residential areas. Future upgrades in the solids handling area should consider odor control methods.

The Ketchum/SVWSD WRF does not emit criteria pollutants or air toxics; therefore, it creates no impact on air toxic standards.

1.4.6 Solids

Biosolids produced through the wastewater processes are currently thickened to approximately 3 percent solids and trucked weekly to the Ohio Gulch Solid Waste Transfer Station, where they are discharged to drying beds. Over the course of drying for 12 months, the solids further stabilize and increase in solids content to greater than 75 percent. The final disposal of solar-dewatered biosolids is by landfill at the Milner Butte Landfill near Burley, Idaho. The Wood River Valley wastewater plants are in the process of evaluating using the biosolids in a composting operation near the Ohio Gulch Transfer Station. Biosolids composting is currently in the piloting stage.

Disposing of the solids at the drying beds has been an economical solids management alternative for the City of Ketchum for many years due to the drying bed arrangement with Blaine County, the owners of the transfer station. But the regular hauling of a biosolids solution containing 97 percent water has disadvantages as well. The long-term feasibility of disposing of solids at the landfill is further discussed in Chapter 5.

1.4.7 Emerging Constituents

Currently, one of the largest emerging constituents of concern are perfluoroalkyl and polyfluoroalkyl substances (PFAS). PFAS are long-lasting chemicals that have widespread industrial uses and have potential links to adverse health effects⁷. The chemicals are currently still under investigation with regards to exposure risks, harm to the environment, how to treat the chemicals, and how to regulate the chemicals. Currently, the Department of Defense has temporarily prohibited incineration of all materials containing PFAS⁸. Recently the state of Maine's LD 1911 prohibited disposal of biosolids by land application or by incineration due to concerns of the long-term effects of PFAS accumulated in biosolids. This means that all biosolids produced in Maine must be landfilled. This reaction to PFAS by Maine may be somewhat premature as the EPA has not yet reached this same action level.

⁷ United States Environmental Protection Agency. (n.d.). PFAS Explained. EPA. Retrieved June 8, 2022, from https://www.epa.gov/pfas/pfas-explained

⁸ Cramer, P. D. (2022, April 26). Temporary prohibition on incineration of materials containing Per- and Polyfluoroalkyl Substances (PFAS). Retrieved June 8, 2022, from https://media.defense.gov/2022/Apr/28/2002986273/-1/-1/1/TEMPORARY-PROHIBITION-ON-INC[%E2%80%A6]NG-PRE-AND-POLYFLUOROALKYL-SUBSTANCES-PFAS-APRIL-26-2022.PDF

PFAS will be a constituent of concern for the WRF, given the WRF is working with the City of Hailey and a local composting company to perform a composting pilot study. The resulting compost will be Class A, Exceptional Quality (EQ) designation by current EPA/IDEQ standards and allowed to be used with no restrictions.

1.5 Basis of Costing

Alternatives are developed throughout the FPS when updating and recommending improvements to the WRF. Besides comparing the alternatives' technical merits, the capital and operations and maintenance (O&M) costs are estimated and compared.

1.5.1 Capital Costs

The capital cost associated with facility updates are developed using experience from recent projects at the WRF and experience from similar WRFs. The costs are developed from broad-level planning and without detailed engineering, typically termed "order-of-magnitude" cost estimates. Depending on project definition, "order-of-magnitude" cost estimates can be either a Class 5 or a Class 4 estimate⁹. Wastewater facility planning studies are generally considered to be approximately 10% project definition, and this FPS is no exception. The cost estimates presented in this document are considered Class 4 estimates.

Capital costs are those the City of Ketchum can expect to pay a contractor to complete the updates. Also included with the capital costs are the engineering design and construction services costs.

The project costs depend on several factors, including required improvements and the actual cost of labor and material associated with the specific update. It is normally expected that an estimate of this type would be accurate within plus 40 percent and minus 20 percent range.

1.5.2 Operations and Maintenance Costs

The O&M cost is an estimate of the annual cost to operate the facilities. Table 1-7 presents unit costs associated with the operation of the Ketchum/SVWSD WRF.

⁹ AACE International. (2020). 18R-97: Cost Estimate Classification System – As Applied in Engineering, Procurement, and Construction for the Process Industries (August 7, 2020).

Table 1-7. Operational and maintenance unit costs

Item	Unit Cost	Units	2021-2022
Labor (including benefits)	\$51.07	per hour	\$637,354
Power (including demand and basis charges)	\$0.063	per kWh	\$112,562
Alum (17% Al2O3)	\$472	per dry ton	\$7,772
Polymer	\$4,900	per ton	\$24,108
Cloth Filter Replacement	\$60,000	every 10 years	\$6,000
Sodium Hypochlorite (12.5% NaClO)	\$806	per tote (330 gal)	\$6,574
Solids Hauling to Ohio Gulch Drying Beds	\$3.00	per mile	\$19,062
Solids Disposal to Milner Butte Landfill	\$65	per ton	\$21,493
		Total	\$834,925

¹Trips are approximately 18 miles round-trip from the Ketchum / SVWSD WRF to the Ohio Gulch drying beds. Hauling to Ohio Gulch at \$3/mile is approximately equivalent to \$9.50 per 1,000 gallons. kWh=kilowatt hour; gal=gallon

1.5.3 Present Worth Analysis

Present worth analysis compares alternatives using both the capital and annual costs. This analysis allows for comparing an alternative with a higher initial cost but low O&M costs to an alternative with a low capital cost but higher O&M costs. DEQ approves this method and the values listed below are used for the analysis. The current loan (discount) rate is the market value obtained from U.S. Department of Agriculture-Rural Development (USDA-RD; communities < 10,000 population). The inflation rate is based upon an assumption that the high inflation in 2021 and currently in 2022 is not sustained (the average inflation from 2012 – 2021 was 2.15 percent).

- Evaluation period 20 years (2022 2042)
- Discount rate 2.5%¹⁰
- Inflation rate 3.0%

1.5.4 Non-Cost Evaluation Criteria

Several non-cost criteria are also important to consider when evaluating the alternatives. These criteria include the following:

- Treatment effectiveness and reliability
- Resistance to upset from variable flows and loads
- Ease of operation and maintenance
- Solids handling considerations
- Minimization of odors, noise, and visual impacts
- Ability to accommodate potential new effluent permit limits
- Reliability and the ability to repair and maintain
- Energy usage and sustainability

¹⁰ McLean, C. A. (2022, March 17). United States Dept. of Agriculture – Rural Development. Interest Rate Changes for Water and Waste Disposal Loans.

All facilities constructed will need to meet the requirements of the Lane Ranch Settlement Agreement. This agreement sets standards for building appearances at the WRF. In general, the agreement requires all buildings to have similar architectural design, which includes tan stucco building exteriors with no shiny surfaces and limited height, as seen in **Error! Reference source not found.** and **Error! Reference source not found.**

1.6 Redundancy and Reliability

Redundancy and reliability refer to the level of protection required by the EPA's *Design Criteria for Mechanical, Electrical, and Fluid System Component Reliability*¹¹ and IDAPA 58.01.16 *Wastewater Rules*¹², which provides guidance for redundancy and reliability at WRFs.

The preliminary sizing, conceptual layouts, and cost estimating processes incorporate these redundancy and reliability criteria.

1.7 Sustainability

Sustainability was identified as a national policy by National Environmental Policy Act of 1969. Since that time the public's interest in sustainability has broadened. Sustainability efforts are essentially best practices to ensure the greatest environmental, economic, and social impact benefit. With wastewater treatment systems the goals are Energy and Emissions (greenhouse gases, energy efficiency, renewable energy), Green Buildings (construction/renovations, high-performance buildings, facility resiliency), and Water Management (water conservation, stormwater management, landscaping).

1.7.1 Energy and Emissions

- A natural carbon system treats odors from the headworks area
- High-efficiency blowers and fine bubble diffusers are planned in the activated sludge process
- Variable frequency drives (VFD's) are used throughout the plant to optimize energy efficiency
- Aeration basin modifications to MLE configuration reduces airflow (and energy used by blowers) by up to 20 percent
- Ultraviolet (UV) light is used for disinfection instead of chlorine (and de-chlorination chemical agents)

1.7.2 Green Buildings

- Insulation systems meet local and international building code standards
- Natural lighting using glass blocks
- High efficiency lighting systems (LED) and motion detection light switches

¹¹ United States Environmental Protection Agency. *Design Criteria for Mechanical, Electrical, and Fluid System Component Reliability* . EPA.

¹² Idaho Administrative Procedures Act. Wastewater Rules.

1.7.3 Water Management

- Reuse water to Weyyakin Subdivision and Elkhorn Golf Course irrigation
 - Nutrients to ground instead of Big Wood River
 - Lessens potable water demand
- Stormwater to dry wells
- Water efficient fixtures for restrooms and sinks

Sustainability regarding energy generation using a wastewater process to generate methane gas is not compatible with the treatment system process design. The WRF does not have primary clarifiers to separate the raw materials needed for anaerobic treatment. Solar and wind generation also have limiting application. Solar power generation can be considered for building roofs. Wind generation likely has major aesthetic drawbacks considering the WRF location.

2 Wastewater Flows and Loads

2.1 Introduction

This section bases flow and load projections on historical data from 2017 through the first quarter of 2022 and projections for future growth taken from Section 1. Also presented is a discussion of alternatives for reducing influent flows and mass loads of constituents as a benefit of reduced impact on the Big Wood River.

2.2 Flow Projection

Wastewater flow contributions can be divided into the following groups:

- Residential Includes flow from the permanent residents, second-home residents, and tourists as described in Section 1. Since the residential flow includes both tourists and second-home residents, it is anticipated to vary greatly over the year.
- Light Industrial Includes the flow associated with the hospital, retail stores, restaurants, and other small businesses that may produce flows other than domestic. The light industrial flow should not change drastically over the year.
- Inflow and Infiltration (I&I) Includes stormwater that enters the sewer system from points of direct connection to the system (inflow) and groundwater that enters the sewer system through cracks and leaks in the sewer pipes (infiltration). I&I varies significantly during the year. Peaks generally occur during the spring and early summer because of rain and snowmelt. The peaks of I&I flow vary directly with annual precipitation.

2.3 Determining Flows and Peaking Factors

2.3.1 Base Flow

To determine residential flows, population data is used in conjunction with influent wastewater flows to determine an average flow rate per user. Typical residential per capita residential flows range between 60 and 80 gallons per capita per day (gpcd)¹³. The Ketchum and Sun Valley area has two distinct population periods, average and peak season. Likewise, the WRF has distinct flow patterns to match the population trends. During the off-peak season months, the per capita flows are approximately 87 gpcd. During the peak season months, the per capita flows are approximately 79 gpcd.

The per capita flows reduce during peak seasons since the tourist population produces less flow than a typical permanent resident. The WRF service area is also on the high end to slightly above typical flow per capita values. This can likely be attributed to the transient population, and more than adequate water rights, where the City of Ketchum and SVWSD do not have issues related to forced water conservation.

¹³ Metcalf & Eddy, Inc., Tchobanoglous, G., Abu-Orf, M., Bowden, G., & Pfrang, W. (2014). *Wastewater Engineering: Treatment and Resource Recovery* (5th ed.). McGraw-Hill Education.

Since the off-peak per capita flow value is higher, this value is the basis of design for the projected average annual flow. To be conservative, 100 gpcd was used in place of 87 gpcd to account for inflow and infiltration (I&I) multiplied by the average annual population equivalent of 17,332 to estimate an average annual flow of 1.73 MGD at the end of the planning period.

2.3.2 Inflow and Infiltration

Table 2-1 lists current I&I flow estimates. Inflow is stormwater that enters the sewer system from points of direct connection to the system. Infiltration is groundwater that enters the sewer system through cracks and leaks in the sewer pipes and manholes.

In previous studies, I&I was a large part of the flow seen at the WRF. In the 1999 FPS, 106 gpcd was attributed to I&I. However, Ketchum and SVWSD efforts have significantly decreased the I&I contribution. Infiltration is excessive when the flow per capita is greater than 100 gpcd¹⁴ during the dry-weather flow (DWF), where 20 gpcd is attributed to I&I. The DWF was tabulated from the averages of October and November, typically the two driest months for infiltration in the year. Table 2-1 lists the historical estimate for DWF, the equivalent population during the DWF, and the per capita values.

Inflow is excessive when the wet-weather flow (WWF) per capita exceeds 255 gpcd⁴, where 175 gpcd is attributed to I&I. The WWF typically occurs in late spring and early summer when precipitation is relatively high, and when the winter snow accumulation is melting. Historically, the WWF has been seen in May and June. Since both the DWF and WWF are found in the off-peak months, the average annual equivalent population is used to calculate the DWF per capita and the WWF per capita, as shown in Table 2-1.

Table 2-1. Inflow and infiltration analysis

	•							
Parameter	2017	2018	2019	2020	2021	Avg		
Infiltration Analysis (120 gpcd)								
DWF (MGD) ¹	0.93	0.89	0.91	0.89	0.86	0.89		
DWF per Capita (gpcd)	86	82	84	73	69	79		
Average Equivalent Population	10,783	10,836	10,859	12,146	12,472	11,419		
Inflow Analysis (275 gpcd)								
WWF (MGD) ²	3.09	1.72	2.20	1.44	1.34	1.96		
WWF per Capita (gpcd)	287	158	203	118	107	175		
Average Equivalent Population	10,783	10,836	10,859	12,146	12,472	11,419		

¹ Average two consecutive driest months

For projecting flows, the design I&I contribution was estimated at 75 gpcd in the 2009 FPS. There were significant improvements made in the facility and the collection system to reduce I&I prior to the 2009 FPS that reduced the I&I design value by approximately 34 percent from the 1999 FPS.

The DWF has consistently declined since 2017 attributable to several possible reasons. The first reason could be continued collection system improvements that the City of Ketchum and the SVWSD have performed in the last few years by replacing sewer lines in problem areas. A second

² Peak month flow

DWF=dry-weather flow; WWF=wet-weather flow; MGD=million gallons per day; gpcd=gallons per capita per day

¹⁴ USEPA [U.S. Environmental Protection Agency]. 1985. I/I Analysis and Project Certification.

reason could be attributed to the COVID-19 pandemic. During 2020 and into 2021, the DWF per capita dropped tremendously. This extreme wastewater characteristic change is very likely attributed to the reduction in transient population. Many second-home residents chose to spend this time in the Ketchum/Sun Valley area, with commuter and tourist populations reaching nearly zero for portions of this time period.

While the WWF per capita rates for the analyses are considerably smaller than in the 2009 FPS, the values are not truly representative of the historical flows. From 2018 through 2021, the annual flow of Big Wood River was consistently much lower than in previous years due to smaller amounts of snow melt. However, in 2017, there was close to normal winter snow-pack and an unusual spring rain on snow event as seen by an increase in the annual flow of Big Wood River and an excessive inflow rate. Rather than using a smaller I&I contribution as the data suggests, this FPS will continue to use 75 gpcd for wet weather inflow to estimate historically average years of snow melt more accurately.

2.3.3 Flow Peaking Factors

For this FPS, the design flow is the peak month flow determined from the population estimates, per capita usage, and I&I component developed above. Although the design flow is an important value used for future design, it is also important to look at average annual and peak flows that could occur at a given day or hour. Peaking factors are used to calculate these flows. The peaking factors for this FPS were developed from data over the past 5 years and are listed in Table 2-2.

Table 2-2. Flow peaking factors and analysis

Ratio	2017	2018	2019	2020	2021	Average	Typical ²
Average:Peak Month	0.50	0.69	0.64	0.76	0.79	0.67	0.80
Peak Day:Peak Month	1.37	1.81	1.37	1.08	1.11	1.35	1.20
Peak Hour:Peak Month	-	-	-	-	-	2.32 ¹	1.50

¹Estimated value based on current peak equivalent population (16,698)¹⁶

Peak hour flow values could not be determined for 2017 through 2021. The WRF uses a supervisory control and data acquisition (SCADA) system that produces spikes and errors during high-flow events, which makes gathering accurate data difficult. However, the other peaking factors were produced from available data. The peak hour to annual average flow peaking factor was determined to be 2.9¹⁶, which is equivalent to a peak-hour to peak-month flow peaking factor of 2.32.

Typical peak-hour-to-peak-month flow peaking factors are around 1.5. This value can be significantly affected by precipitation and collection line conditions related to I&I. Years with reduced precipitation have lower peak day to peak month correlations, as there is much lower inflow during the wet weather season. Less snowfall in the winter months produces smaller peak-day events. Peak-hour factors are more pronounced during low-precipitation years, as the diurnal sanitary wastewater flow variation is not diluted by a constant stream of snowmelt I&I. For the planning period, this FPS uses the calculated peaking factors as they are more representative of the facility's flow variation over the

²Typical values from M & E¹⁵

¹⁵ Metcalf & Eddy, Inc., Tchobanoglous, G., Abu-Orf, M., Bowden, G., & Pfrang, W. (2014). *Wastewater Engineering: Treatment and Resource Recovery* (5th ed.). McGraw-Hill Education.

¹⁶ Fair, G.M. and Geyer, J.C. "Water Supply and Waste-water Disposal". 1st Ed., John Wiley & Sons, Inc., New York (1954), p.136

last 5 years. The peaking factors will require continual monitoring over time as historical flow trends may change.

2.3.4 Design Flows

The current flow values were pulled together from daily flow data from 2021. The projected planning period flows were scaled up from the calculated average annual flow of 1.73 MGD using the average peaking factors shown in Table 2-2 The current and planning period values used for this FPS are listed in Table 2-3.

Table 2-3. Current and planning period design flows	Table 2-3.	Current a	and	planning	period	design flow	S
---	-------------------	------------------	-----	----------	--------	-------------	---

Parameter	Current (2021)	Planning Period (2042)
Average Annual Flow (MGD)	1.05	1.73
Peak Month Flow (MGD)	1.34	2.57
Peak Day Flow (MGD)	1.49	3.47
Peak Hour Flow (MGD)	3.05	5.96

Figure 2-1**Error! Reference source not found.** compares current flows to anticipated future flows at the WRF. The current peak hour flow is an estimated flow using the peak hour-to-average annual peaking factor of 2.9. Previous buildout average versus peak hourly factors were likely low and present peaking factors offer more realistic values. As mentioned in Section 2.3.3, as the WRF's service area and influent flows grow, and collection system I&I improvements reduces this source, these peaking factors are likely to decline closer to typical peaking factors.

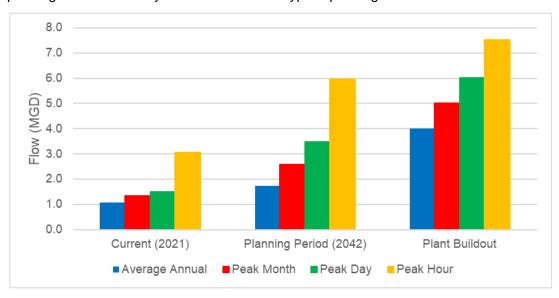


Figure 2-1. Current and projected wastewater flows

The WRF and I&I improvements have reduced flows due to I&I and have significantly increased the length of time before the buildout flows are expected. Table 2-4 compares the 2008 flows from the 2009 FPS with recent 2021 flows in this FPS The table shows that even though the flows should have increased due to the average annual population equivalent increase of approximately 50 percent, they have decreased by approximately 20 percent.

Table 2-4. Comparison of 2008 and 2021 (current) design flows with plant buildout

Parameter	2008 Update	2022 Update	Plant Buildout
Average Annual Flow (MGD)	1.59	1.05	4.02
Peak Month Flow (MGD)	1.98	1.34	5.02
Peak Day Flow (MGD)	2.41	1.49	6.02
Peak Hour Flow (MGD)	2.60	3.05 ¹	7.53

¹Estimated using 2022 peaking factor MGD=million gallons per day

Figure 2-2 graphically represents the results from Table 2-4. As can be seen in the figure, the collection system maintenance and continued I&I repairs efforts have extended the plant buildout date.

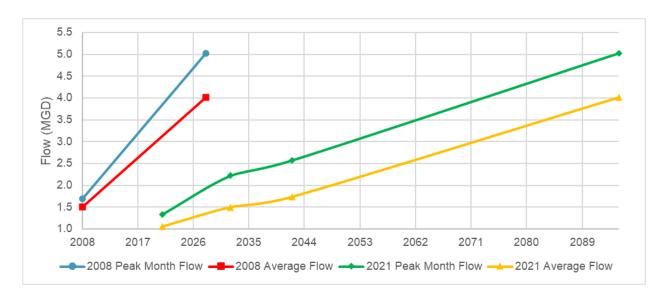


Figure 2-2. Plant buildout flow projection in 2008 plan versus 2020 plan

2.4 Load Projection

Influent wastewater concentrations for BOD, TSS, and TP are listed in Table 2-5. Both the current per capita values, collected in December 2020 and December 2021, as well as the per capita values used in the 2009 FPS, collected from 2008 data, are shown for comparison. Typical per capita loads of the constituents were taken from Metcalf & Eddy (2014)¹⁷ as another point of comparison.

Table 2-5. Per capita factors for wastewater parameters

Constituent	2008	Average Annual 2020	Peak Season 2020	Average Annual 2021	Peak Season 2021	Typical ¹⁷
		Per capita Values - pounds per capita per day (lbs/cap/d)				
BOD	0.18	0.146	0.170	0.193	0.227	0.20
TSS	0.2	0.132	0.141	0.141	0.138	0.19
TP	0.005	0.0029	0.0027	0.0028	0.0028	0.005

BOD=biochemical oxygen demand; TSS=total suspended solids; TP=total phosphorus

¹⁷ Metcalf & Eddy, Inc., Tchobanoglous, G., Abu-Orf, M., Bowden, G., & Pfrang, W. (2014). *Wastewater Engineering: Treatment and Resource Recovery* (5th ed.). McGraw-Hill Education.

2.4.1 Design Loads

The current average annual and peak month values were determined from the 2020 flow data. The population estimates (Table 1-4 and Table 1-5) and per capita contributions (Table 2-5) were used to calculate the planning period average annual and peak month loads for each parameter. These values are listed in Table 2-6.

Table 2-6. Current and planning period design loads

Constituent	2021 Average Annual	2021 Peak Month
BOD (lbs/d)	2,348	3,857
TSS (lbs/d)	1,715	2,345
TP (lbs/d)	34	47
TKN (lbs/d) ¹	351	446

¹ Data based on typical WRF influent values from Metcalf & Eddy (2014)². No actual influent TKN data available.

BOD=biochemical oxygen demand; TSS=total suspended solids; TP=total phosphorus; TKN=total Kjeldahl nitrogen; lbs/d=pounds per day

Table 2-7 compares the design loading from the 2009 FPS and estimates for this FPS. Table 2-7 also shows the change in average annual load of each constituent. TSS and TP loadings per capita have decreased since the 2009 FPS, which is why the average annual loads of the two constituents have decreased. The influent data suggests that the wastewater characteristics have changed in recent years, producing a significantly higher soluble organic load. Testing has been performed across the collections in an attempt to locate a possible source, but none have been found. BOD loading per capita significantly increased in 2021 to a point that it is not anticipated that BOD loading will reach an equilibrium between 2020 and 2021 data. The previous FPS estimates were based on buildout being reached by the end of the planning period rather than estimating growth. This explains why the planning period loads are currently all significantly smaller than the 2028 estimated values, even though the loading per capita is much higher currently.

Table 2-7. Comparison of 2008 and 2021 current and planning period loads

•			0.
Parameter	BOD (lb/d)	TSS (lb/d)	TP (lb/d)
Curre	ent (2021)		
2008 Average Annual	1,752	1,946	49
2021 Average Annual	2,348	1,715	35
2008 Peak Month	2,962	3,291	83
2021 Peak Month	3,857	2,345	44
Percent Change (Average Annual)	34.0%	-11.9%	-29.4%
Planning	Period (2042)		
2028 Average Annual	3,055	3,394	85
2042 Average Annual	3,888	2,902	58
2028 Peak Month	5,027	5,586	140
2042 Peak Month	5,757	4,296	86
Percent Change (Average Annual)	27.3%	-14.5%	-31.7%

BOD=biochemical oxygen demand; TSS=total suspended solids; TP=total phosphorus; lbs/d=pounds per day

The discrepancy in the TP values can be attributed to the previous methods of attaining the load data. In the 2009 FPS, influent TP was not sampled, so the per capita value was estimated using a

common value of 0.005 lbs/capita/d¹8. In recent years, the Ketchum / SVWSD WRF has tested influent TP levels, which revealed that the per capita estimation of TP is much higher than the actual values of 0.0028 lbs/capita/d for both average annual and peak season conditions. The TSS per capita values are also lower than in the 2009 FPS.

The typical per capita values found in Table 2-2 represent the typical values with ground up kitchen waste due to garbage disposals. Communities that have access to in-sink garbage disposals send more organic material into the WRF sewer system and the facility. The actual per capita values for TSS align relatively closely with the typical per capita values without ground up kitchen waste¹⁸, 17 percent below the typical value for TSS. One possible explanation is accommodations for visitors could create a lower per capita TSS quantity.

BOD per capita values (peak season) have varied greatly since 2008, where the WRF received approximately 0.18 lbs/capita/d. This value reduced to 0.153 lbs/capita/d in 2020 and increased up to 0.193 lbs/capita/d. This change can be attributed to an increase in soluble organic concentration. The 2020 average annual influent BOD concentration was 192 mg/L and jumped up to 268 mg/L in 2021.

However, the TP per capita load (peak season) is 30 percent smaller than the typical per capita value with ground up kitchen waste. This may be attributed to commuters and tourists. This would help to lower the actual per capita loads. Up to 26 percent of TP influent to a typical WRF is from heavy industry¹⁹, which is not prevalent in the service area of the Ketchum / SVWSD WRF. Another common source of TP is in detergents and soaps. These products have seen widespread changes in last few decades due to implementation of phosphorus limits, or even bans, on these products. This is compounded by the tourist and commuter populations that typically will not contribute much, if any, waste flow due to washing dishes or clothes to the WRF. These are some of the primary reasons that the per capita phosphorus loads are drastically lower than commonly seen across the country.

Figure 2-3 graphically represents the results from Table 2-7 for average annual and peak month BOD and TSS loads from 2021 and projected through the planning period to 2042.

¹⁸ Metcalf & Eddy, Inc., Tchobanoglous, G., Abu-Orf, M., Bowden, G., & Pfrang, W. (2014). *Wastewater Engineering: Treatment and Resource Recovery* (5th ed.). McGraw-Hill Education.

¹⁹ Azam, H., Alam, S. T., Hasan, M., & Kwon, M. J. (2020, October 19). *Phosphorous in the environment:* characteristics with distribution and effects, removal mechanisms, treatment technologies, and factors affecting recovery as minerals in natural and engineered systems. ResearchGate.



Figure 2-3. Planning period projected wastewater loads

2.5 Flow and Load Reduction Alternatives

Due to the increasing requirements in the CWA, Pollution Prevention Act, National Energy Policy Act, and the anti-backsliding effluent permit limits, Ketchum and Sun Valley have attempted to reduce flows and loads to the WRF. Reducing the flows and loads of the WRF can help extend the length of time to buildout. Since the current permanent population of the Ketchum / Sun Valley area is less than 10,000 residents, a flow and load analysis is not required as part of the FPS (40 Code of Federal Regulations [CFR], Part 35, Subpart E, Appendix A). Alternatives are discussed below for consideration by the cities served by the plant.

2.5.1 Water Conservation Programs

Conserving water generally reduces wastewater flows but does not reduce the wastewater loads. If a WRF has a limited capacity for additional flow, but excess capacity for treating pollutant loads, a successful water conservation program would allow the community to postpone plant expansion.

2.5.2 Infiltration and Inflow Reduction

I&I has already been reduced by 34 percent between the 1999 FPS and 2009 FPS, when it was an area of extreme concern. This reduction will allow the plant to operate over a longer time span without expanding. In the available plant data from 2017 through the first quarter of 2022, infiltration is well below the EPA criteria of 20 gpcd attributed solely to infiltration. Inflow at the WRF is highly variable due to winter snow loads in the Wood River Valley and design considerations must take this into account. It is recommended that the past improvements to the collection system be continued to further reduce I&I.

2.5.3 Pollutant Bans

A pollutant ban prohibits the release of problem-causing contaminants into the wastewater system. No special pollutant bans exist in the community. However, by limiting specific pollutants such as phosphorus, the WRF can reduce the costs of chemical coagulants and sludge hauling operations associated with phosphorus removal.

2.5.4 Pollution Prevention and Toxics Reductions

There are no large industrial users serviced by the WRF; therefore, an industrial pretreatment program would not benefit the community. However, a plan to reduce toxics dumped into the system would benefit the plant. By limiting the toxics entering the treatment works, the microbes would be healthier and exhibit better treatment and settling properties. A hazardous waste collection program is an effective way to reduce the amount of hazardous waste that enters the sewer system.

2.5.5 Grease Trap Cleaning

Many industries and restaurants have grease traps to help prevent fats, oils, and greases (FOG) from entering the collection system. For the grease traps to be effective, they must be routinely cleaned. More aggressive policing of grease trap maintenance may reduce the FOG load on the WRF.

2.5.6 Lawn Care Chemicals

Minimizing the use of lawn care chemicals and preventing excessive runoff from lawns resulting from over-irrigation can reduce the nutrient load to the WRF. Runoff can enter the wastewater stream through I&I.

2.5.7 Public Information Programs

Public education is essential to the success of community-supported programs aimed at reducing flows to the wastewater treatment facilities. For community-sponsored programs to be successful, the public must be convinced that changing water use habits will benefit themselves, the community, and the environment.

3 Current Plant Capacity and Performance

3.1 Introduction

This section discusses the current capacity of the WRF and the general condition of the equipment and facilities. Any changes and upgrades to the plant are discussed in the next sections. The design flow and loads developed from the previous sections were used to develop the requirements for process sizing. Along with the analysis of the treatment capacity, other needs that are associated with O&M are assessed. It is also important to plan for the eventual replacement of pumps, electrical systems, blowers, buildings, etc. Generally, a 15- to 20-year life can be expected from process equipment and a 50-year life for buildings and concrete tanks. The plant layout is shown in Figure 3-1 and a flow schematic is shown in Figure 3-2.

Table 3-1 summarizes the approximate dates of WRF structure construction and latest upgrades to process equipment.

Table 3-1. WRF structure and process equipment age

		•
Structure	Year Installed	Age
Screening Building	2019	3
Influent Pump Station	1997	25
Grit Building	1991	31
Aeration Basins 1 & 2 ¹	1968	54
Aeration Basins 3 &4	2005	17
Clarifier #1 (90-ft diam.)	2000	22
Clarifier #2 (75-ft diam.) ²	1984	38
Effluent Pump Station	2004	18
Filter Building & Filter Tanks	2007	15
UV Building	2004	18
Reuse Pump Station	2012	10
Control Building	2004	18
Lab Building	1984	38
Administration Building	2001	21
Aerobic Digester Tank ³	1984	38
Solids Gravity Thickener	1991	31
Digester Blower Building	1999	23
Sludge Loadout Building	1999	23

¹ Ceramic diffusers installed 1984

² New mechanism in 2006

³ New diffusers in 1999



FIGURE 3-1. PLANT LAYOUT

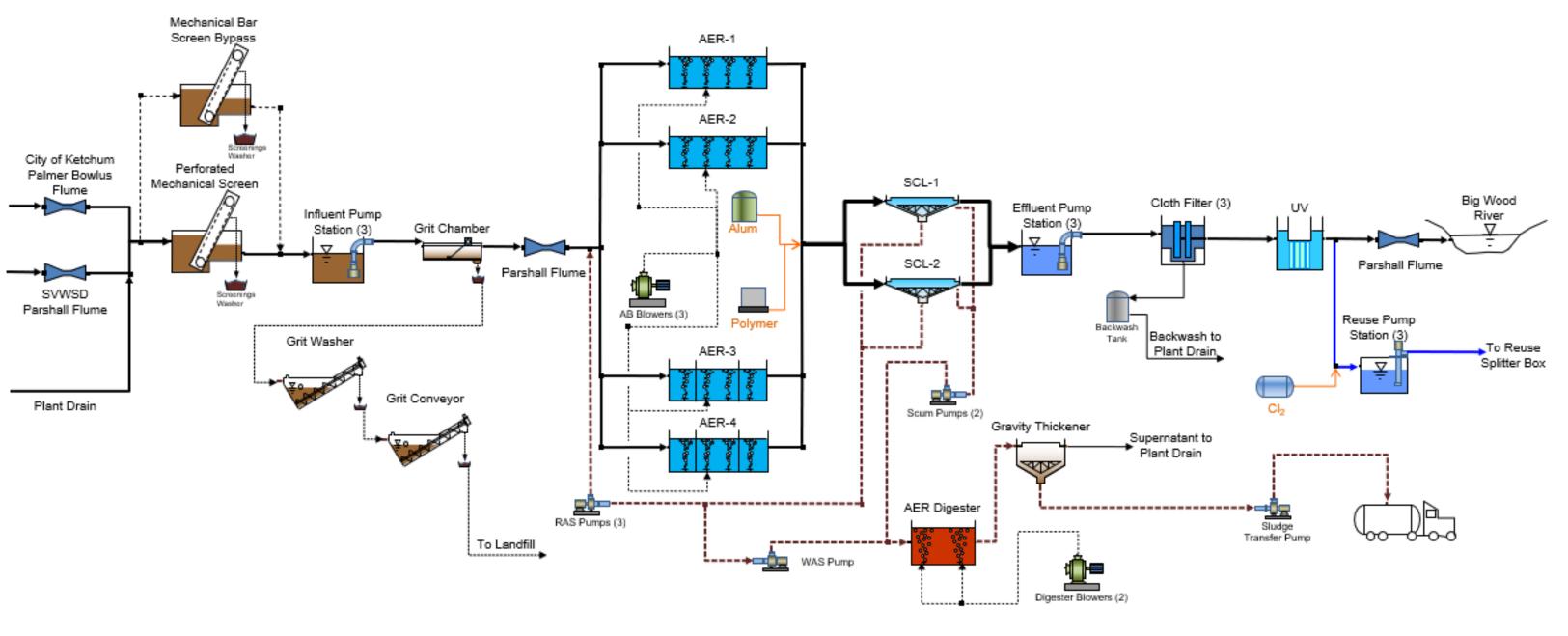


Figure 3-2. Flow schematic

AER=aeration basin; SCL=secondary clarifier; WAS=waste-activated sludge; UV=ultraviolet

3.2 Treatment Capacity

The current and future flows and loads that the WRF is treating are listed in Table 3-2. Table 3-3 through Table 3-5 summarizes the existing unit processes (headworks, activated sludge system, phosphorus removal, filtration, and UV disinfection). The capacity and future requirements of each unit process is discussed briefly throughout this section.

Table 3-2. Current and future flows and loads

Parameter	Current (2021)	Short-Term Period (2032)	Planning Period (2042)
Average Annual Flow (MGD)	1.05	1.50	1.73
Peak Month Flow (MGD)	1.34	2.22	2.57
Peak Day Flow (MGD)	1.49	2.99	3.47
Peak Hour Flow (MGD)	3.05	5.15	5.96
BOD Average Annual (lbs/d)	2,348	3,352	3,888
BOD Peak Month (lbs/d)	3,857	4,964	5,757
TSS Average Annual (lbs/d)	1,715	2,502	2,902
TSS Peak Month (lbs/d)	2,345	3,704	4,296
TP Average Annual (lbs/d)	34	50	58
TP Peak Month (lbs/d)	47	74	86
TKN Average Annual (lbs/d) ¹	351	500	580
TKN Peak Month (lbs/d) ¹	446	741	859

¹No available influent data. Estimated based on 40 mg/L, which is a typical concentration for WRF influent (Metcalf & Eddy).

MGD=million gallons per day; BOD=biochemical oxygen demand; TSS=total suspended solids; TP=total phosphorus; TKN=total Kjeldahl nitrogen; lbs/d=pounds per day

Table 3-3. Headworks unit process summary

Unit Process	Existing Facilities	Treatment Criteria	Existing Capacity	Remarks
Mechanical Perforated Screen	Number - 1 Width - 42 inch Hole Size - 6 mm	Hydraulically pass peak flow rate	4.0 MGD (peak day) 6.0 MGD (peak hour)	Backup into flume will occur at peak hour flow
Mechanical Bar Screen	Number - 1 Width - 24 inch Bar spacing - 7/16 inch	Hydraulically pass peak flow rate	7.5 MGD	Rack replacement reduced openings from 5/8 inch to 7/16 inch
Screenings Washer/Compactor	Number - 2	Hydraulically pass peak flow rate	35 cf/hr solids each	Each screen has washer/compactor
Influent Pumps	Number - 2 Type - Submersible Size - 25 hp, 2,300 GPM @ 28 feet TDH each Number - 1 Type - Submersible Size - 15 hp, 2,189 GPM @ 60 feet TDH	Hydraulically pass peak flow rate with one pump offline	6.5 MGD with two pumps in service (one offline) 9.8 MGD with three pumps in service	There is space for the fourth pump. New VFDs are in screenings building electrical room (2018).
Grit Chamber with Air Lift Pump	Number - 1 Diameter - 12 feet Mechanism - 1 hp	Hydraulically pass peak flow and slow velocity enough to settle grit	12 MGD	There is no redundant chamber. Chamber may be bypassed
Grit Conveyor and Grit Washer	Number - 1 each		7.0 cf/hr of grit	Grit removal to protect downstream equipment
Odor Control System	Number - 1	Remove H2S from Headworks building	5,110 SCFM Average inlet H2S Conc.: 2 ppm Peak inlet H2S Conc.: 20 ppm Removal Efficiency: 99.0% or < 0.1 ppm	Removal efficiency based on whichever noted criteria is greater.
Ketchum and SV Influent Flumes	Ketchum - Palmer Bowlus Flume, 24-inch SVWSD - Parshall Flume, 3-inch Total Influent - 12-inch Parshall Flume	Hydraulically pass peak flow rate	21 MGD	Has capacity for peak flow

mm=millimeter; MGD=million gallons per day; cf/hr=cubic feet per hour; GPM=gallons per minute; hp=horsepower; VFD=variable frequency drive; SCFM=standard cubic feet per minute; ppm=parts per million

Table 3-4. Secondary treatment unit process summary

Unit Process	Existing Facilities	Treatment Criteria	Existing Capacity	Remarks
Aeration Basins	Number - 4 Volume - 500,000 gal each Sidewater Depth - 12 feet	F:M - 0.10 lbs BOD/lb MLSS/d MLSS - 3,000 - 5,000 mg/L	5,000 - 8,340 lbs BOD/d ~3.7 MGD (four basins in service)	Basins 1-2 complete mix Basins 3-4 plug flow. Capacity based on influent BOD at 270 mg/L.
Blowers	Number - 2 Type - Turbo Size - 160 hp, 2,400 SCFM @ 5.8 PSIG Number - 1 Type - Centrifugal Size - 125 hp, 2,100 SCFM @ 5.8 PSIG	D.O 2.0 SOTE - 17% Winter temp - 10°C Summer temp - 18°C	12,100 lbs O2/d 2021 Peak Day BOD: 5,032 lbs/d 2021 Peak Day NH3-N: 318 lbs/d	1.34 lbs O2/lb BOD +4.6 lbs O2/lb NH3-N= 8,205 lbs O2/d req'd
Diffusers	Type - fine bubble ceramic Number - 1,230 per Basin 1-2 Number - 1,720 per Basin 3-4	1,500 ft ³ air / lb BOD 200% avg. day O2 demand	8,850 SCFM @ 1.5 SCFM/diffuser	Firm capacity with four basins in service.
Secondary Clarifiers	Number - 1 (No. 1) Diameter - 90 feet Sidewater Depth - 13 feet Number - 1 (No. 2) Diameter - 75 feet Sidewater depth - 14 feet	SLR - < 35 lbs/sf/d Peak Hour SOR - 900 GPD/sf	9.7 MGD with both clarifiers online. MLSS - 15,000 mg/L	5.7 MGD clarifier 1 4.0 MGD clarifier 2 Suction header mechanisms
RAS Pumps	Number - 3 Type - Centrifugal Size- 25 hp, 1,560 GPM @ 36 feet TDH	Match peak month flow	4.5 MGD with two pumps in service (one offline) 6.74 MGD with three pumps in service	Planning period peak month (2042) is 3.48 MGD.
WAS pump	Number - 1 Size - 3 hp, 120 GPM @ 30 PSI	60,000 GPD (42 GPM) @ 1.2% solids (peak month)	Capacity - 120 GPM	Current peak month: 66,000 GPD (46 GPM) @ 1% solids
Scum Pumps	Number - 2 Type - Hose Size - 3 hp, 85 GPM @ 12 feet TDH		122,400 GPD with one pump in service (one offline) 244,800 GPD with two pumps in service	

BOD=biochemical oxygen demand; lbs/d=pounds per day; MLSS=mixed liquor suspended solids; mg/L=milligrams per liter; hp=horsepower; SCFM=standard cubic feet per minute; PSIG=pounds per square gauge; °C=degrees Celsius; ft³=cubic feet; lbs/sf/d=pounds per square foot per day; GPD/sf=gallons per day per square foot; MGD=million gallons per day; GPM=gallons per minute; TDH=total dynamic head; RAS=return-activated sludge; WAS=waste-activated sludge

Table 3-5. Tertiary treatment and disinfection unit process summary

Unit Process	Existing Facilities	Treatment Criteria	Existing Capacity	Remarks
Alum Storage Tank	Number - 1 Volume - 7,000 gal	Dosage - 60 mg/L Average annual - 64 GPD	7,000-gallon storage - sufficient storage for 3 months at average conditions.	6,000 gallons is usable storage Storage volume is adequate for future conditions
Alum Feed Pump	Number - 1 Type - Peristaltic Size - 56 GPH	Current flows require 3-4 GPH solution (47% slurry)	Max flow of 56 GPH	Pump is adequately sized for future flows There is no redundant pump
Polymer Feed	Number - 1 Volume - 330 gallons	Dosage - 1 lb/MG	Liquid polymer is stored in 330-gal totes	Storage for about 4 months at average conditions.
Polymer Feed Pump	Number - 1 Type - Peristaltic Size - 5.0 GPD @ 100 PSI	Current peak day flow rate requires 0.6 GPD polymer (50% slurry)	5.0 GPD	One pump designed to feed filter system, one for phosphorus removal Designed as redundant units for each duty
Effluent Pumps	Number - 2 Type - Submersible Size - 2,700 GPM, 40 hp Number - 1 Type - Submersible Size - 2,205 GPM, 17 hp	Hydraulically pass peak flow rate with one pump offline	6.6 MGD with two pumps in service (one offline) 9.9 MGD with three pumps in service	There is space for a fourth pump
Filtration	Number - 3 Each with 10 disks	TSS < 10 mg/L	7.74 MGD with one unit out of service	Loading rate at peak hour flows with one filter out of service is 5 GPM/sf
	Number - 3 banks 2 channels	17.8 cfu/100 mL at 4 MGD	3.75 MGD per channel	Redundant Capacity 7.5 MGD
I I I II CINTOCTION	Low-Pressure-High Intensity bulbs	2.2 cfu/100 mL	3.1 MGD	Reuse Redundant Capacity - 3.1 MGD
Reuse Pump Station	Number - 2 Type - Vertical Turbine Size - 50 hp, 1,500 GPM @ 100 feet TDH Number - 1 Type - Vertical Turbine Size - 20 hp, 750 GPM @ 75 feet TDH	Chlorine dosage to 1 mg/L	3.24 MGD with two pumps in service (one offline) 5.40 MGD with three pumps in service Sufficient chlorine dosing system for planning period flows	There is space for a fourth pump.
Effluent Flow Measurement	24-inch Palmer-Bowlus	-		Measure discharge to the Big Wood River

gal=gallons; GPD=gallons per day; GPH=gallons per hour; lbs/MG=pounds per million gallons; mg/L=milligrams per liter; GPM/sf=gallons per minute per square foot; hp=horsepower; cfu/100mL=colony forming units per 100 milliliters; PSI=pounds per square inch; MGD=million gallons per day; GPM=gallons per minute; TDH=total dynamic head

3.3 Headworks

The headworks consist of influent wastewater collection, screening, screenings washer/compactor, influent pumping, grit removal, grit conveyance and washing, carbon scrubber, and flow measurement. The headworks building was upgraded in 2019. As such, the screens and odor control facilities are new and in excellent condition. The grit system was not upgraded at the same time. The capacity of the grit system is adequate, but the condition is poor. The current plant influent peak day flow is estimated at 1.5 MGD and current peak hour flow is estimated at 3.0 MGD for 2021. The planning period peak day flow is projected to be 3.5 MGD with the planning period peak hour flow projected at 6.0 MGD. The headworks equipment should be sized to handle these planning period values.

3.3.1 Screening

A perforated mechanical screen was installed in 2019 to reduce the amount of stringy solids (hair, rags, plastics, etc.) flowing downstream to other processes. The mechanical bar screen was insufficient to remove these materials. The perforated screen has a capacity of 4 MGD, which is sufficient for current peak hour flows. The perforated screen can be seen in Figure 3-3Error!

Reference source not found. A bypass mechanical bar screen operates as standby for the perforated screen. The existing mechanical bar screen was designed to pass 7.5 MGD. It was placed in the backup position due to age and on-going issues with stringy solids passing between the bars. The new perforated plate screen solves the problems with stringy solids in subsequent treatment units.



Figure 3-3. Perforated mechanical screen

3.3.2 Influent Pumps

The influent submersible pump station has a capacity of 6.5 MGD with one pump out of service. This capacity is enough to handle planning period peak hourly flows and plant buildout peak monthly flows. The influent pumps will need replacement before the end of the planning period due to age. Two pumps are 25 horsepower (hp), submersible centrifugal pumps with a capacity of 2,300 gallons per minute (GPM) and the third pump is a 15 hp submersible centrifugal pump capable of 2,189 GPM. The pumps are arranged with a redundant pump. The current capacity of 6.5 MGD satisfies the planning period peak hourly flow with one of the pumps out of service. Space is available for an additional pump if required.

3.3.3 Grit Chamber, Conveyor, and Washer

The grit chamber was sized to handle up to 12 MGD. Therefore, it will be able to handle the projected peak flows. Using a typical grit production value of 2.0 cubic feet per million gallons (cf/MG), the plant would produce about 0.63 cubic feet per hour (cf/hr) of grit during the projected plant buildout peak hour flow of 7.53 MGD.

The grit conveyor and washer need to meet grit production capacity. The current system is designed to handle 7.0 cf/hr. Since the plant is anticipated to produce 0.63 cf/hr of grit, the conveyor and washer are more than adequately sized to handle grit production.

The grit chamber is in need of upgrade due to its age. The grit chamber is becoming problematic with the amount and intensity of maintenance required to keep it operational. The grit removal system can be seen in Figure 3-4.



Figure 3-4. Grit chamber, conveyor, and washer room

Grit removal inefficiency due to oversizing was seen during October 2021 aeration basin maintenance. It was discovered that approximately 1.5 feet of grit had built up and settled in the bottom of aeration basins 3 and 4 over the course of 15 years, as seen in Figure 3-5. Only basin 3 has been cleaned so far due to limitations in aeration basin capacity without using aeration basins 1 and 2. Although the grit chamber is 30 years old, the chamber itself is made of concrete and is in good condition. Grit chambers do not properly settle grit when oversized due to water flow patterns.

Retrofit upgrades to equipment will be required to reduce the capacity of the chamber for improved grit separation at lower flows.

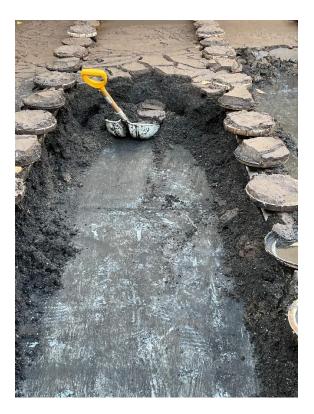


Figure 3-5. Grit buildup in aeration basins

3.3.4 Odor Control

The release of odors is a concern in all WRFs. Typically, odors in municipal wastewater streams are released by the biological conversion, under anaerobic conditions, of organics containing sulfur and nitrogen. These odors are typically found at the head of the plant - the screening and grit removal areas. To control these odors, the plant collects and treats them with an activated carbon scrubber system. The Ketchum / SVWSD WRF uses a 2-bed carbon filter with a capacity of 5,110 standard cubic feet per minute (SCFM). The odor control system can be seen in Figure 3-6. The odor control system blowers move air from both the screening building and grit building. The system was installed with the new screening equipment in 2019 and is in excellent condition.



Figure 3-6. Carbon filter system for odor control

3.3.5 Influent Flow Measurement

There are three influent flow measurement devices for the Ketchum / SVWSD WRF. The Ketchum influent collection line uses a 24-inch Palmer Bowlus flume and the SVWSD influent collection line uses a 3-inch Parshall flume. A 12-inch Parshall flume measures the combined flow after grit treatment (prior to the aeration basins). The influent flow measurement systems are adequately sized for planning period flows.

3.4 Activated Sludge System

The activated sludge system consists of the aeration basins, blowers, diffusers, clarifiers, the return activated sludge (RAS) pumps, and waste activated sludge (WAS) pumps.

3.4.1 Aeration Basins

There are two aeration trains, each of which contains two basins. Each basin contains 0.5 million gallons (MG) of reactor volume, each train has 1.0 MG of reactor volume and the total plant aeration basin volume is 2.0 MG. The basins are reactors in which BOD and ammonia are removed from the wastewater. They were designed based on a food to microorganism ratio (F:M) of 0.10 pounds of BOD per pound of mixed liquor suspended solids (MLSS) per day (lbs BOD/lbs MLSS/d), with a design minimum sludge retention time (SRT) of 10 - 20 days. Additionally, a design max month MLSS concentration of 5,000 mg/L has been contemplated as a reliable operational ceiling for MLSS. Using these criteria, the BOD removal capacity of the current system is as follows:

Mass of sludge in system = (5,000 mg/L) * 8.34 * (2.0 MG) = 83,400 lbs MLSS

BOD design capacity = (0.10 lbs BOD/lbs MLSS/d) * (83,400 lbs MLSS) = 8,340 lbs/d BOD

Given the recent higher concentrations of incoming BOD to the treatment system (approximately 270 mg/L average with seasonal fluctuation), the nominal flow capacity to the system is less than previous Planning Study ratings. The system capacity is around 3.7 MGD depending on seasonal fluctuations in incoming organic and solids concentrations which satisfy peak day flows.

Basins 3 and 4 were constructed in 2005 and added an additional 1 MG to the aeration basins. These baffled basins provide a plug flow arrangement and have been very effective at improving removal efficiencies. The plug flow configuration also encourages better settling characteristics. They have been so effective that basins 1 and 2 are only used when needed. Given that basins 3 and 4 were constructed with plug flow capability (i.e., three zones inside each basin), there is potential for the application of anoxic conditions inside the first zone (anoxic meaning a DO concentration of near zero and denitrification happening inside the tank). This would be possible by installing a mixer in the first zone and by installing a submersible internal mixed liquor recycle (IMLR) pipe, which returns basin nitrate-rich effluent MLSS back into the anoxic zone for denitrification.

Figure 3-7 shows the southern portion of aeration basins 3 and 4 from the center walkway.



Figure 3-7. Aeration basins 3 and 4 from the center walkway

3.4.2 Blowers and Diffusers

There are two 160-hp (2,400 SCFM) turbo blowers and one 125-hp (2,100 SCFM) centrifugal blower supplying the aeration basins. The total capacity of the two turbo blowers is 4,800 SCFM. The older centrifugal blower airflow is about 2,100 SCFM.

Current facility process modeling indicates that the facility requires an average airflow of about 2,450 SCFM and a peak day airflow of about 4,330 SCFM. This is a peak-to-average airflow ratio of 1.76. The current modeling was conducted assuming an incoming BOD load of about 2,350 lbs BOD/d (recent trends during 2021 were higher than this value). The modeling also assumes standard influent values for total Kjeldahl nitrogen (TKN) and NO2+NO3-N (40 mg/L TKN and 0 mg/L NO2+NO3-N). Historical NH3-N from 2019-2021 were used.

The Ketchum / SVWSD WRF monitors influent NH3-N weekly to ensure operational efficiency in the aeration basins and blowers. The original design concept for the aeration basin blower building was five 125-hp blowers each capable of 1,800 SCFM, with one of the five blowers on standby. The building was constructed in 1984, when centrifugal blowers were the technology of choice. It was not realized at the time that more efficient aeration technologies would increase in size. Since the RAS pump variable frequency drives (VFDs) and electrical equipment are also on the first floor of the blower building, there is even less space than originally intended.

The WRF switched to turbo blowers in 2014 for increased energy efficiency inherent to turbo blowers when compared to standard blowers. The turbo blowers are approximately 10 years old. One of the two 160-hp turbo blowers has recently failed and requires repair or replacement. There is currently no redundancy for aeration with only one turbo and one smaller centrifugal blower. As the temperatures continue to rise into the summer of 2022, more air will be required. Comparison of repair versus purchase of a new larger blower showed the new blower cost was about double. The

WRF decided to repair the failed turbo blower due to delivery time issues related to blower purchase and electrical modifications for a new larger blower. The repair will be completed before the summer 2022 to meet warm-weather peak air demands.

The two turbo blowers and one old 125 hp blower can be seen in Figure 3-8.



Figure 3-8. Aeration basin blower room

3.4.3 Clarifiers

Both clarifiers use suction header-type mechanisms. This style of mechanism has a rotating rake arm at the water surface to remove any scum buildup from the clarifier surface. There is also a rotating arm at the clarifier floor with pumped suction ports to remove settled solids from the clarifiers. Clarifier 1 can be seen in Figure 3-9Error! Reference source not found.



Figure 3-9. Clarifier 1 interior

The mixed liquor from the aeration basins is routed to one of two clarifiers. Clarifiers 1 and 2 are a 90-foot diameter tank and a 75-foot diameter tank, respectively. During low flows (less than 1.8 MGD) flow is sent to clarifier 2. Flows between 1.8 and 2.6 MGD are sent to clarifier 1 and flows that are greater than 2.6 MGD are sent to both clarifiers. One of the limiting criteria for clarifiers is the surface overflow rate (SOR) at peak hourly flow (GPD/SF). The design value for extended aeration activated sludge is 900 GPD/sf²⁰. Peak hourly flow for clarifier 1 is 5.7 MGD and clarifier 2 is 4.0 MGD. The capacities for each clarifier satisfy peak day flow rates.

The other design criterion for a clarifier is a solids loading rate (SLR) of less than 35 pounds per day per square foot (lbs/d/sf). Assuming 4,000 mg/L and a RAS rate of 70 percent, the following loading conditions shown in Table 3-6 apply to current loading conditions.

²⁰ Health Research, Inc. (n.d.). Recommended Standards for Wastewater Facilities, 2014 Edition. Retrieved March 14, 2022, from

https://www.broward.org/WaterServices/Engineering/Documents/WWSTenStateStandardsWastewater.pdf

Table 3-6. Clarifier solids loading conditions

Parameters	Clarifier 1	Clarifier 2	Clarifier 1 & Clarifier 2
Diameter (ft)	90	75	-
Surface Area (sf)	6,362	4,418	10,780
MLSS (mg/L)	4,000	4,000	4,000
Solids Loading Rate (lbs/sf/d)	18.7	18.7	18.7
RAS Rate	70%	70%	70%
Hydraulic Loading Rate (GPD/sf)	560	560	560
Peak Day Flow Rate (MGD)	3.56	2.47	6.04
Max Peak Hour (GPD/sf)	900	900	900
Max Peak SLR (lbs/sf/d)	35	35	35
Hydraulic Capacity (MGD)	5.73	3.98	9.70
MLSS Capacity (mg/L)	8,753	6,078	14,831

ft=feet; sf=square feet; mg/L=milligrams per liter; lbs/sf/d=pounds per square foot per day; RAS=return-activated sludge; MGD=million gallons per day; GPD/sf=gallons per day per square foot

Clarifier 1 was constructed in 2000. The floor and mechanism of clarifier 2 were replaced in 2007. At current wastewater characteristics, the clarifiers provide an acceptable level of solids removal for planning period conditions. However, the exterior of the dome on clarifier 1 requires repair and the heating systems should be replaced due to corrosion.

3.4.4 RAS, WAS, and Scum Pumping

There are three 20-year-old, 25-hp RAS pumps. The pumps have rated capacity ranging from 520 to 1,560 GPM. Assuming that one of the RAS pumps is offline, the remaining RAS capacity is 3,120 GPM (4.49 MGD). This capacity is adequate to meet planning period flow conditions (assuming RAS flow equals peak month flow).

The WAS solids are primarily wasted off the RAS pump discharge pipe. A progressive cavity pump, operating at a variable speed, effectively wastes solids to the aerobic digester. Scum from the two clarifiers is pumped to the aerobic digester using hose pumps located in the basement of the blower building.

The hose scum pumps were installed in 2008. Hose pumps require little maintenance, have a minimal footprint, and easily pump scum or sludge.

The RAS and WAS pumping room can be seen in Figure 3-10Error! Reference source not found...



Figure 3-10. RAS and WAS pumping room

3.5 Tertiary Treatment

One of the requirements of the NPDES discharge permit is that effluent phosphorus be less than 9.9 lbs TP/day (approximately 1.0 mg/L at current average annual flow). At the Ketchum / SVWSD WRF, phosphorus is removed by dosing with alum. The alum forms a precipitant with phosphorus that settles with the rest of the activated sludge in the clarifiers and is wasted with WAS. To increase the settling characteristics of the precipitant, a polymer is also added.

3.5.1 Alum Feed

A 7,000-gallon alum storage tank (working volume 6,000 gallons) and two 56-gallon-per-hour (GPH) alum feed pump make up the alum feed system. The operators dose alum at approximately 60 to 80 mg/L (same as parts per million [ppm]) to remove phosphorus to the desired treatment level. As the flows and loads to the WRF increase, it will be important to readjust the alum dose to remove the additional phosphorus that will be entering the plant. The alum storage tank has a capacity for about 3 months of operation at average annual conditions and the pump needs to operate at approximately 2.5 to 4 GPH (60 to 100 gallons per day [GPD]) to deliver the correct dose.

3.5.2 Polymer Feed

A polymer blending unit (1.0-GPH feed pump) feeds polymer into the clarifier splitter box to improve settling in the clarifier. A second polymer blending unit (1.0-GPH pump) is designed for polymer application prior to the filters. At present, the filters do not require the addition of polymer to meet treatment TSS goals; however, the pumps are designed to provide redundancy in case one pump must be taken offline. The 2021 annual average polymer feed concentration is 2.34 ppm for solids

flocculation (and subsequent improved phosphorus removal). This equates to a polymer usage rate of 27 lbs/d. Polymer is supplied in 275-gallon totes.

Improvements 15 years ago provided a polymer dilution system to create a 0.5 - 1.0 percent solution. The polymer dilution system was over-sized and performed poorly so the polymer was fed directly into the plant directly into the clarifier splitter box from the totes.

3.5.3 Effluent Pump Station

The original plant hydraulics discharged activated sludge treated effluent to a chlorine contact tank and the river. The chlorination/dichlorination disinfection system was replaced in 2004 with UV disinfection. Plant hydraulics could not fit the UV disinfection into the flow stream without lifting the treated wastewater for the final treatment steps, so a final effluent pump station was required. Two submersible pumps at 2,700 GPM each and one submersible pump at 2,205 GPM, lift the secondary clarifier effluent for the final filtration and UV disinfection treatment.

3.5.4 Filtration

In 2007, AquaDisk cloth media filters were installed at the WRF. Cloth media filters are a tertiary treatment technology used to meet the TMDL limits for TSS and have a secondary benefit of TP removal. The filter is Aqua-Aerobic's PA2-13 media, which is formed around disks and is made of nylon and polyester with a 10-micron (µm) nominal pore size.

The water is filtered by gravity over the influent weir into the main tank that houses the filter disks. Filtered water flows "into" the disks where it enters a pipe located along the filter disk shaft. The pipe delivers water to the effluent box and out of the unit.

The filters consist of three 10-disk units and were designed for a peak hourly flow of 7.74 MGD. Each filter unit has an area of 538 sf and a design hydraulic loading of 5 GPM/sf. The filters are adequately designed to meet plant buildout loads and do not need to be replaced before the end of the planning period (in 2042) but will require replacement prior to plant buildout. The filtration system diagram can be seen in Figure 3-11.

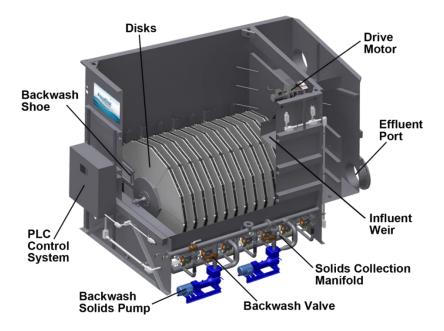


Figure 3-11. Cloth media filter system

The backwash pumps have had cavitation issues recently due to excessive suction vacuum. This is likely attributed to the filter media style and backwash shoe nozzle plates. The PA2-13 media currently in use is the "type 1" non-open back style. Along with the existing 10-millimeter (mm) nozzle plates, the non-open back media does not see sufficient backwash velocity to clean the media. It is also not resistant to free chlorine so the cloths cannot be chemically cleaned easily. The WRF is in the process of switching to the PES-14 filter media and 8-mm nozzle plates, which has a 5-µm nominal pore size and is chlorine resistant. The new media will be "type 2", which is open back style. The combination of the new filter media backing and smaller nozzle plates should clean the media more efficiently and reduce suction vacuum in the backwash pumps.

The filter programmable logic controller (PLC) panels will not last the duration of the planning period. Because of the aging of the electronics in the panels, they will no longer be serviceable soon. The PLCs will need to be replaced within the next 2 to 3 years.

3.5.5 Disinfection

The plant uses a UV disinfection with low-pressure, high-intensity lamp system (LP-HI). The system includes Wedeco TAK-55 low-pressure/high-intensity open-channel units, consisting of two channels with three UV banks per channel. Each bank contains four modules with eight lamps per module.

The system was designed around a two-channel system with two banks operating (one redundant bank per channel). The unit is designed to handle a flow of 7.3 MGD with two banks in service in each channel. The UV system was added approximately 15 years ago and can be seen in Figure 3-12.



Figure 3-12. UV disinfection system

The regular servicing of the system is to replace the lamps every 14,000 hours, or approximately once every year and a half with continuous use. Ballasts should be replaced approximately once every 2 years.

3.6 Outfall

There is a 24-inch Palmer-Bowlus Flume after the UV disinfection system, and before the outfall, that measures the plant effluent flow rate. The current outfall is a single 24-inch pipe that discharges into Big Wood River. The river shifted in 2006, blocking the outfall with river cobble. This required excavation to uncover the outlet and restore flow mixing of discharge with river water. It is likely that the outfall will be blocked again when flood-stage flows alter the stream channel. This will require regular maintenance and it is recommended that it is budgeted to be done every 10 years. The outfall flume is adequately sized to handle flows through the planning period.

3.7 Reuse Water System

The Elkhorn golf course in the Elkhorn Springs area southeast of Ketchum has 118 acres of land using WRF reuse water for irrigation. The Weyyakin Subdivision includes 44 acres of residential lawns and commons areas and a 22 acre of horse pasture using WRF reuse water for irrigation. The two areas irrigated with the Class A reuse water are shown in Figure 3-16.

Treatment Requirements for Class A Reuse

A reuse permit was issued by DEQ in March 2009 and can be seen in Appendix B. The permit allows the WRF to irrigate lawns on the WRF property, the Weyyakin Subdivision, and the Elkhorn Golf Course with Class A reuse water. Class A reuse water demands a high standard of treatment,

as well as full redundancy of plant treatment units. It also has more stringent disinfection standards than the National Pollutant Discharge Elimination System (NPDES) permit that the plant currently abides by.

The water reuse program employed by the WRF has seen tremendous success. At times almost 100 percent of the plant's effluent is being directed to reuse, as the effluent flow is lower than the daily reuse water demand. Although the normal monthly usage is about 75 percent.

The Ketchum / SVWSD WRF currently sends its reuse water to the Weyyakin Subdivision, Weyyakin pastures, and the Elkhorn Golf Course. The facility's UV disinfection system has been approved by DEQ to produce Class A reuse water with flows up to 3.1 million gallons per day (MGD), which is below the projected current peak hour flows. If the WRF have instantaneous flow rates through the UV disinfection system that exceeds this limit, effluent reuse is discontinued and discharge is routed to the Big Wood River.

For reuse water to be considered Class A, it must be treated and oxidized, filtered, and subsequently disinfected. The activated sludge process satisfies the oxidized requirement and the cloth media filters satisfy the filtration. The UV disinfection at the WRF is a Wedeco TAK-55 low-pressure/high-intensity open-channel units, consisting of two channels with three UV banks per channel. Each bank contains four modules with eight lamps per module.

National Water Research Institute (NWRI) guidelines require a design UV dose of at least 100 millijoules per square centimeter (mJ/cm²) and a filtered effluent UV transmittance of 55 percent or greater at 254 nanometers (nm) when using non-membrane filtration (such as the AquaDisk cloth filters) as part of the treatment process upstream of UV disinfection (the UV transmittance has consistently been greater than 75 percent, which improves the effective dose). The WRF underwent UV disinfection validation about 10 years ago to approve the current reactor system rather than upgrading the complete system for Class A reuse.

Chlorine disinfection is currently used as a microbial growth deterrent downstream of the UV disinfection system. The chlorinated effluent is transferred through a 12-inch force main approximately 0.4 miles where it is discharged to the Weyyakin Irrigation Pond and the SVWSD reuse pump station.

Hydraulic Loading and Disinfection

Table 3-7 shows the maximum hydraulic loading for the three management units currently in service, and Figure 3-13 shows reuse water usage during the last 5 years.

Table 3-7. Reuse Water

	Grass Turf		GPD - GPD -	Grass Pasture		GPD -	Total	
Month	Inches/ day	Gallons/ acre/day	Weyyakin ¹	Elkhorn GC ²	Inches/ day	Gallons/ acre/day	Weyyakin ³	(GPD)
April	0.004	113	4,981	13,357	0.012	339	7,448	25,785
May	0.051	1,396	61,427	164,737	0.070	1,889	41,551	267,715
June	0.174	4,729	208,078	558,028	0.211	5,719	125,828	891,934
July	0.233	6,339	278,913	747,995	0.280	7,608	167,378	1,194,286
August	0.196	5,320	234,088	627,781	0.233	6,325	139,155	1,001,025
September	0.086	2,327	102,379	274,562	0.099	2,690	59,190	436,130
October	0.002	63	2,767	7,421	-0.010	-267	-5,880	4,308

Based on precipitation deficit data from <u>ETIdaho -- Evapotranspiration and Net Irrigation Requirements for Idaho (uidaho.edu)</u> for Grass – Turf (lawns) – Irrigated and Grass Pasture – Low management with irrigation efficiencies of 85% and 60%, respectively.

³Weyyakin, 22 acres

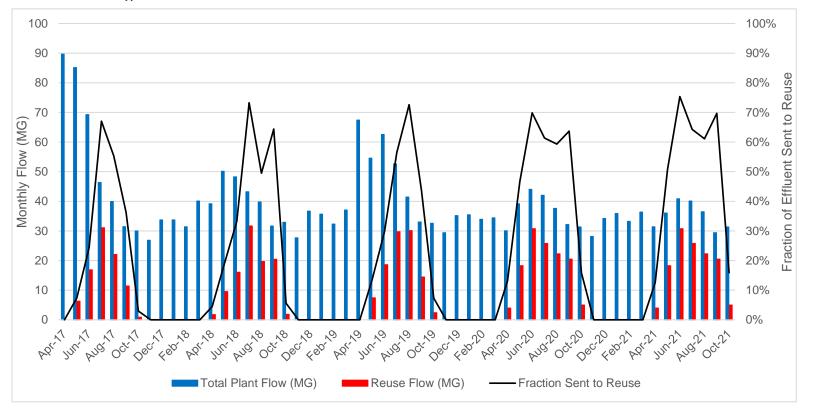


Figure 3-13. Historical reuse water usage

Effluent quality is tested prior to discharge for reuse. If the effluent from the system does not meet Class A requirements for turbidity (2 nephelometric turbidity units [NTU]), flow to the reuse pump station will be automatically halted and all effluent will be discharged to Big Wood River.

DEQ has validated the existing UV system to be capable of treating 3.1 MGD of effluent to Class A standards. Flows that exceed 3.1 MGD are not acceptable to be used as reuse water until the UV system is upgraded. Once flows regularly exceed this flow rate, a new disinfection system will be required. This is sufficient to reuse water up to the projected peak day flow of 3.0 MGD in 2032.

¹Weyyakin, 44 acres

² Elkhorn Golf Course, 118 acres

During the months where reuse water generation exceeds reuse water demands, especially in April and October, the excess reuse water is discharged to Big Wood River. In the summer months, with a higher reuse water demand for irrigation, there are days where the plant does not produce enough reuse water to satisfy the needs of Weyyakin and the Elkhorn Golf Course.

Buffer Zone and Site Management

The buffer zones, as stated in the Rules for the Reclamation and Reuse of Municipal and Industrial Wastewater (IDAPA 58.01.17) and Guidance for the Reclamation and Reuse of Municipal and Industrial Wastewater are as follows:

- 0 ft from reuse site and inhabited dwellings
- 0 ft from reuse site and areas accessible by the public
- 0 ft from reuse site and permanent and intermittent surface water
- 0 ft from reuse site and irrigation ditches and canals
- 100 ft from reuse site and private water supply wells
- 100 ft from reuse site and public water supply wells
- Berms and other best management practices (BMPs) shall be used to protect the well head
 of onsite wells

In addition to the buffer zones discussed above, the facility was required to prepare several management plans for both the reuse sites as well as aspects of the wastewater treatment process.

3.7.1 Reuse System

The existing reuse wet well houses the three vertical turbine reuse pumps and doubles as a chlorine contact basin. Chlorine is fed into the reuse wet well to 1 mg/L, as mentioned in the Reuse Details section above.

A section view of the reuse wet well and vertical turbine pumps are shown in Figure 3-14.

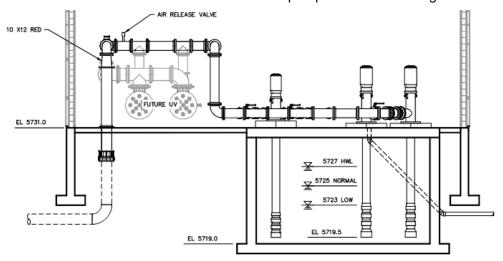


Figure 3-14. Reuse wet well section view

The reuse water system consists of a reuse chlorination chamber after the UV disinfection system for additional disinfection. There are two 50-hp vertical turbine pumps that are capable of 1,500 GPM and one 20-hp vertical turbine pump capable of 750 GPM.

There is 12-inch PVC pipe from the reuse pump station wet well to the edge of the plant property, 12-inch HDPE pipe from Meadow Circle to Highway 75, 12-inch HDPE pipe crossing under Highway 75, and 12-inch HDPE pipe to the splitter box in the Weyyakin pasture, for a total of approximately 1,600 feet of 12-inch pipe.

The splitter box is used to divert the flow between the Weyyakin Subdivision and the Elkhorn Golf Course. The branch line to Weyyakin flows into the pond with a storage volume of approximately 0.5 MG. The pipe is 8-inch HDPE from the splitter box to the pond. The branch line to the SVWSD pump station from the splitter box is 12-inch HDPE pipe.

The reuse water distribution system after the Weyyakin Pond for the Weyyakin Subdivision is operated and maintained by the homeowner's association for the subdivision. SVWSD operates and maintains the reuse water distribution system after the splitter box for the Elkhorn Golf Course.

Figure 3-15 shows the location of the reuse splitter box and the pipelines to both the Weyyakin Pond and the SVWSD reuse pump station.



Figure 3-15. Location of reuse system pipeline

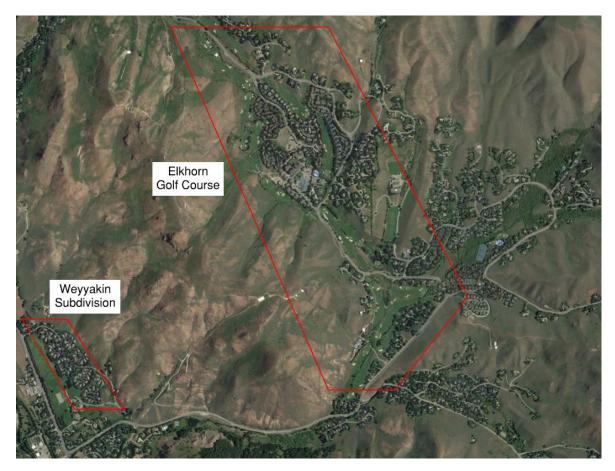


Figure 3-16. Location of the Elkhorn Golf Course and Weyyakin Subdivision



Figure 3-17. Reuse water pump room

3.8 Solids Handling

Table 3-8 presents a summary of WAS produced in the current system and at planning period conditions.

Table 3-8. Biosolids production summary

Parameter	2021-2022 Production	Planning Period Production (2042)			
Average Annual					
Total Dry Solids (lb/d)	1,357	2,430			
Volume @ 3% Solids (gpd)	5,425	10,800			
Volume @ 2% Solids (gpd)	8,137	14,568			
Volume @ 1% Solids (gpd)	16,274	32,400			
Percent Volatile Solids (%)	70	70			
Peak Month					
Total Dry Solids (lb/d)	5,478	5,700			
Volume @ 3% Solids (gpd)	21,896	22,800			
Volume @ 2% Solids (gpd)	32,845	34,173			
Volume @ 1% Solids (gpd)	65,689	68,300			
Percent Volatile Solids (%)	70	70			
Overall Production					
Annual Dry Solids Produced (tons)	248	443			

gpd=gallons per day; lbs/d=pounds per day

The current biosolids management process for the Ketchum / SVWSD WRF removes WAS by pumping to the aerobic digester. The existing aerobic digester is a square 55-foot by 55-foot tank with a maximum liquid depth of 13.3 feet (2 feet freeboard). The tank holds approximately 301,000 gallons and is aerated using fine bubble diffusers and centrifugal blowers. The digested sludge is sent to the gravity thickener, where the sludge is thickened from about 2 percent solids to about 3 percent solids before transfer to the WRF's tanker for disposal. Table 3-9 shows a brief overview of the current solids handling capabilities of the WRF.

Table 3-9. Current solids capacity

Unit Process	Existing Facilities	Treatment Criteria	Existing Capacity	Remarks
Aerobic Digester	Number - 1 Volume - 301,000 gal Sidewater Depth - 13.3 feet	60d HRT at 10°C 0.3 lbs VSS/ft3/d 38% VSS destruction	8,085 gpd (if full)	2021 peak month 10 day HRT
Sludge Mix Diffusers	Type - Diffused air fine-bubble membranes	Dissolved oxygen > 2 mg/L	2,050 SCFM	Installed in year 2000.
Sludge Mix Blowers	Number - 2 Size - 100 hp, 1,600 SCFM	Design Air Requirement: 37 cfm / 1,000 ft3	1,600 SCFM with one blower out of service.	Design required air (for full digester): 1,600 SCFM
Gravity Thickener	Number - 1 Diameter - 30 feet Volume - 67,700 gal Area - 707 sf	10 lb/sf/d for digested WAS	7,070 lbs/d Current solids loading averages 17 lbs/d (11,850 lbs/batch)	Thickener is run in batch mode- operates adequately. Buildout peak month: 5,700 lbs TSS/d
Thickened Sludge Pump	Number - 1 Type - PD Piston Size - 5 hp, 200 GPM @ 35 feet TDH	Transfer thickened solids to truck within reasonable time period	Requires 3-5 hrs of operation to transfer one week of current solids production at 3%	No redundancy
Ohio Gulch Drying Beds	Lined Cells - 6 Size - 2.65 ac, 1.85 ac, 1.57 ac, 1.33 ac, 1.20 ac, 1.16 ac Total - 9.76 ac	Maximum sludge depth: 8 inches Net evaporation: 30 inches per year	6,800 GPD (avg.) @ 2.5% solids. 1.5 cells dedicated. Load one cell per year, other cell dries for year.	Drying beds are shared with City of Hailey, City of Bellevue, and The Meadows LLC.

gal=gallons; HRT=hydraulic retention time; °C=degrees Celsius; VSS=volatile suspended solids; lbs/ft³/d=pounds per cubic foot per day; gpd=gallons per day; SCFM=standard cubic feet per minute; mg/L=milligrams per liter; ft³=cubic feet; sf=square feet; WAS=waste-activated sludge; TSS=total suspended solids; GPM=gallons per minute; ac=acre; D.O.=dissolved oxygen; lbs/sf/d=pounds per square foot per day; ac=acres

3.8.1 Biosolids Handling and End-Uses

The WRF's biosolids handling system provides a large amount of operational flexibility. Currently, the WRF wastes directly to the digester and thickens solids prior to hauling. Figure 3-18 outlines the solids handling system with all possible operational conditions.

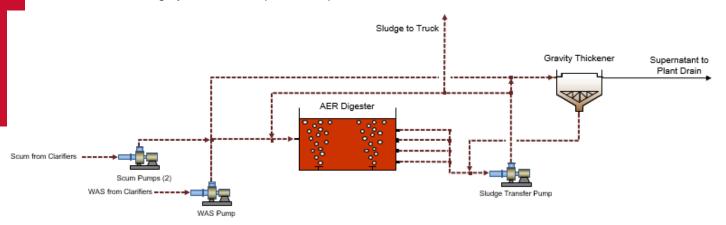


Figure 3-18. Current solids handling schematic

Hauling occurred approximately 3 to 5 times per week from January 2021 through mid-September 2021. After mid-September, hauling decreased to 1 to 3 times per week, attributed to both lower WAS flows and wintertime conditions. The operators generally hauled three tanker loads per day.

Table 3-10. Summary of estimated 2021 biosolids hauling

Hauling	Average Month			Peak Month		
Hauling Frequency	Level Removed (inches)	Tanker loads (5,700 gal/load)	Volume (gal) ¹	Level Removed (inches)	Tanker loads (5,700 gal/load)	Volume (gal) ¹
Daily	2.9	1.0	5,498	12.8	4.2	24,150
Every Two Days	5.8	1.9	10,995	25.6	8.5	48,300
Every Three Days	8.8	2.9	16,493	38.5	12.7	72,450
Every Four Days	11.7	3.9	21,990	51.3	16.9	96,600

¹ Hauled at approximately 3% solids

3.8.2 Aerobic Digester

The existing digester provides 301,000 gallons of capacity for aerobically digesting and storing WAS and scum. Sludge was typically wasted at a concentration of approximately 20,000 mg/L, or 2 percent solids, during 2021. At this concentration the digester provided a hydraulic retention time (HRT) of approximately 40 days at average annual production. However, the digester provided an HRT of only approximately 10 days at peak month production.

The WRF currently operates the digester at less than full volume to allow space for foaming and to provide hauling flexibility. Normally, the level is maintained at less than 10 feet (4 feet freeboard). Winter operations strive to keep the level lower for hauling flexibility in case of poor road conditions.

Past Planning Studies have suggested building additional digestion capacity when an HRT of about 25 days at peak month generation was met. This hydraulic retention time was set to reduce volatile suspended solids (VSS) thereby producing solids with less potential for odors in the drying beds.

The peak month WAS rate for this condition was 12,800 GPD (2009). The plant peak month WAS rate was 24,150 GPD in December 2020 and January 2021, providing a digester HRT of about 13 days. With the existing tank and this load, 12.8 inches must be removed daily and sent to the drying beds, or 25.6 inches every two days, or 38.5 inches every four days, etc.

3.8.3 Digester Blowers

The aeration system consists of two centrifugal blowers and grids of fine bubble membrane diffusers covering the digester basin floor. New aerobic digesters will use similar fine bubble diffusers. The current system consists of two 100-hp blowers capable of 1,600 SCFM each. The digester blowers can be seen in Figure 3-19. The HSi turbo blower in the foreground of Figure 3-19 failed and was not replaced.



Figure 3-19. Digester blower room

The aeration system is adequately sized for current conditions based on the minimum-required 30 SCFM per 1,000 cubic feet (ft³) of digester volume²¹. The digester requires 1,300 SCFM if full, but the operators typically operate the digester at approximately 9 feet of liquid depth to provide storage flexibility for winter-weather events and excess freeboard for foaming. The digester requires approximately 820 SCFM at this depth.

²¹ Health Research, Inc. (n.d.). *Recommended Standards for Wastewater Facilities*, 2014 Edition. Retrieved March 14, 2022, from

https://www.broward.org/WaterServices/Engineering/Documents/WWSTenStateStandardsWastewater.pdf

3.8.4 Biosolids Transfer Pump

The current transfer pump is a positive displacement double-diaphragm pump that pumps solids at 200 GPM (288,000 GPD). This rate is acceptable; however, the pump is 10 years old and diaphragm replacement is an on-going maintenance activity. In this location, the transfer pump has a large suction head required and this makes it a challenge to use other types of pumps. An option to address this concern is to place the pump in a basement to lower the transfer pump to reduce the suction head. This could be done concurrent with dewatering upgrades. A picture of the existing transfer building and pump is shown in Figure 3-20**Error! Reference source not found.**



Figure 3-20. Biosolids transfer pump room

3.8.5 Gravity Sludge Thickener

The gravity sludge thickener aids in further separation of water from the biosolids. If used to directly receive WAS prior to digestion in the gravity sludge thickener (GST), input is at 0.75 to 1.0 percent solids and discharges at about 2 percent solids. When used after digestion the GST thickens solids to a concentration of about 2.5 to 3 percent. This second mode of operation is currently used. Thickening of WAS to about 2 to 3 percent is the normal limit of the gravity biosolids thickening process. The digested/thickened solids are discharged to the tanker for hauling.

The sludge thickener is currently over 30 years old. The mechanism of the thickener is corroded. The other downside to GST is the holding time for settling creates anaerobic conditions in the liquid and odors. Due to age and process limitations, the GST should be removed from service and replaced with current technology.

3.8.6 Biosolids Disposal

Landfilling

Current biosolids disposal for the Ketchum / SVWSD WRF consist of hauling the liquid solids to the Ohio Gulch Transfer Station for drying bed dewatering. The beds are shared with Hailey, Bellevue, and Mid-Valley Sewer. Blaine County has dedicated six sludge drying beds where the biosolids are stored for about 12 months to reach a solids content of 75 to 90 percent (the solids cannot be left in

the drying beds more than 24 months or the beds are considered storage). Once the biosolids are adequately dried, they are transferred through the Ohio Gulch trash transfer station to the Milner Butte Landfill near Burley, Idaho. The landfill requires the solids to meet the paint-filter test (approximately 15 percent solids).

Since landfills charge by weight, it is most ideal from a cost perspective for the WRF to dewater biosolids to the driest possible to reduce weight. Drying solids to 75 to 90 percent using sludge drying beds keeps the disposal cost as low as possible. This method of disposal is a viable method currently and into the future. Although the agreement with Blaine County to continue using the landfill drying beds requires renewal.

Composting

Biosolids disposal via composting is an alternative that is currently being pilot tested using a local composter, Winn's Compost. Winn's has moved some of the WRF's dried biosolids to the nearby composting site for blending with green waste. Likewise, the City of Hailey has directly delivered dewatered biosolids to Winn's facility for combining with woody waste and composted in windrows. Composting is a disposal method that achieves compliance with regulations by maintaining high temperatures (131 °F.) for extended period of time (3 to 15 days) to remove pathogens and stabilize the organics. The nature of creating compost adequately addresses constituent and vector attraction destruction. The compost is considered Class A, Exceptional Quality (EQ) upon passing tests showing low bacteria counts and metals content. Once the Class A, EQ criteria is satisfied, the compost can be used without restriction.

The compost pilot study being performed by Winn's Compost has been showing that mechanically dewatered biosolids compost more effectively than liquid or solar dried biosolids. Solids dried at Ohio Gulch are too dry to be used for composting, while the biosolids hauled at 3 percent has too much water for windrow composting. Winn's Compost has found that the Hailey biosolids concentration at around 15 percent has composted very well with temperatures easily meeting Class A EQ. The City of Hailey's Woodside WRF dewaters their biosolids to using a screw press. The primary concern for the Ketchum / SVWSD WRF moving towards biosolids disposal via composting is the lack of similar dewatering capabilities.

Land Application

Biosolids disposal via land application is very similar to composting in that the treatment processes produce a salable end-use product to be used to supplement crops with nutrients. The land application sites are highly regulated and require extensive monitoring. To avoid disruption and have a stable long-term disposal outlet, dedicated fields are normally owned by the city. The availability of fields without extensive trucking does not exist. Secondarily, the Ketchum / SVWSD WRF currently does not have sufficient digester capacity and dewatering capabilities to produce reuse-quality biosolids. Future upgrades may make this alternative possible.

3.9 Electrical and Controls

3.9.1 Electrical

The WRF is primary metered and is served from Idaho Power under the Large General Service Schedule Rate 9P tariff. Idaho Power supplies 12,470-volt (V) electrical power to the Ketchumowned 2,500-kVA transformer located adjacent to the Operations Building. This transformer supplies

main switchgear in the Operations Building main electrical room via 2,500-amp service. The main switchgear service entrance consists of an integral automatic transfer system via the switchgear power circuit breakers that provide automatic transfer switching between the Idaho Power source and a 700-kW legally required standby engine-generator that provides standby power to the entire plant.

The main switchgear is rated 3000-amps and services the entire plant via three distribution feeders as follows:

- Feeder 1 (1000-amp) Serves MCC-2 located in the Aeration Blower Building. MCC-2 contains motor starters (no VFD's) and fused switches. MCC-2 provides feeders to three externally mounted VFD's for the Return Sludge Pumps.
- Feeder 2 (800-amp) Serves MCC-3 in the Digester Blower Building. MCC-3 contains motor starters (no VFD's) and circuit breakers. MCC-3 provides feeders to three externally mounted VFD's for the Digester Blowers.
- Feeder 3 (1200-amp) Services MCC-4 in the main electrical room. MCC-4 contains motor starters (no VFD's) and circuit breakers. MCC-4 provides feeders to eight externally mounted VFD's for UV Feed Pumps, Influent Pumps, and Headworks Filter Fans.
- There is space in the main switchgear for an additional circuit breaker to address future load growth.

The City provided 2 years of metering data (2019-2020) in 2021. From review of this data the plant peak electrical demand is approximately 350-kW. Plant peak electrical demand has a direct correlation to BOD and plant flow to a lesser extent. The peak electrical demand is anticipated to increase to approximately 500-kW by 2042.

Electrical system elements are required to be reliable, available, maintainable, and safe to meet the EPA and IDAPA reliability requirements. To meet these requirements, there needs to be a systematic process to maintain both the individual equipment components and the electrical equipment system. Wastewater facility electrical equipment require replacement due to degraded condition (i.e. corrosion, etc.), renovation to address plant evolution needs (i.e. increased process equipment sizing, electric utility short circuit current changes, etc.), or to manage equipment obsolescence. General guidelines for electrical asset life cycle are as follows:

- Power transformer (installed in 2004): 30-40 years; however, some transformers that are regularly tested/maintained and are not heavily loaded can last 50-60 years.
- Switchgear (installed in 2004): 35-40 years
- Engine-Generator (installed in 2004): Life expectancy is dependent on preventative maintenance practices and the number of running hours per year. The Ketchum WRF generator likely has a lifespan of 20-25 years.
- MCC's (MCC-2 installed in 1984, MCC-3 installed in 1998, and MCC-4 installed in 2004): 30-35 years.
- Variable Frequency Drives (VFD's): 10-15 years. The Headworks VFD's were installed in 2019; however, the age of the other WRF VFD's are presently unknown.

The electrical equipment at the Ketchum WRF is well maintained and the condition is generally good. However, the asset life of the generator, MCC's, and VFD's will need to be addressed within the 2042 planning period.

3.9.2 Controls

The original equipment manufacturer (OEM) for the Ketchum WRF SCADA control platform is Rockwell Automation. The SCADA control platform is distributed across the project site at eight locations and uses the 1756 ControlLogix PLC platform which was installed between 2018 and 2019.

Four PLC controllers are connected to the Operations Building Control Panel managed Ethernet switch and located in the following control panels:

- o Operations Building Control Panel
- o Reuse Building Control Panel
- UV Building Control Panel
- Digester Blower Building Control Panel

The Operation Building Control Panel managed Ethernet switch also connects to the Aeration Blower Building Control Panel managed Ethernet switch. Two PLC controllers are connected to the Aeration Blower Building Control Panel managed Ethernet switch and located in the following control panels:

- o Aeration Blower Building Control Panel
- Alum Building Control Panel

The Aeration Blower Building Control Panel managed Ethernet switch also connects to the Grit Building Control Panel managed Ethernet switch. Two PLC controllers are connected to the Grit Building Control Panel managed Ethernet switch and located in the following control panels:

- o Grit Building Control Panel
- Headworks Control Panel

One of the biggest challenges associated with all digital control systems (e.g., SCADA, VFDs, etc.) is technological obsolescence in parts, services, and resources when they are no longer provided by the original equipment manufacturer (OEM), even though the equipment may still be in working order. The costs for maintenance, repairs, and replacements often skyrocket when using obsolete parts, services, or resources. These costs often result from challenges associated with customization, user licenses, data migration, user training, integrating third-party systems, replacement parts, software and firmware maintenance and support, integrations, electronic security, and added emergency response associated downtime.

Technological obsolescence typically occurs when:

- The OEM either only offers and supports new equipment/services, or the OEM goes out of business.
- The details of how a custom system works is no longer understood the original developer has moved on (i.e., retired, changed companies, etc.).
- When software (including security software) is updated to a new iteration where it reduces its
 overall relevance or utility with legacy systems. Updates like this can range from almost
 undetectable, to annoying, to seriously damaging to operations.

The technology lifecycle for most digital control systems is generally 7 to 10 years, so managing it is an endless process. Technology that is left running too long without a migration path complicates future upgrades. Technology obsolescence is a problem for nearly every organization and municipality, as the process to address it includes proactive near-term plans to migrate and modernize platforms and long-term plans to stay ahead of the ongoing obsolescence curve.

4 Liquid Stream Upgrades and Reuse

4.1 Introduction

Section 3 discussed the current capacity and condition of the WRF, including several areas of the plant that need upgrades. This section further defines the problems at each location and discusses upgrade options/solutions. Cost estimates and an improvements schedule are also included. For cost estimate details, see Appendix D. Table 4-1 shows the estimated planning period flows and loads that are used to determine the needed future capacity of the plant.

Table 4-1. Planning period (2042) flows and loads summary

Parameter	Average Annual	Peak Month	Peak Day	Peak Hour
Flow (MGD)	1.73	2.57	3.47	5.96
BOD (lbs/d)	3,890	5,760	7,750	13,330
TSS (lbs/d)	2,900	4,300	5,780	9,950
TP (lbs/d)	58	86	120	200
TKN (lbs/d)	580	860	1,160	1,990

BOD=biochemical oxygen demand; TSS=total suspended solids; TP=total phosphorus; TKN=total Kjeldahl nitrogen; MGD=million gallons per day; lbs/d=pounds per day

The cost estimates outlined in Chapters 4 and Chapter 5 are presented in 2022 dollars. Cost escalations to the year of construction (inflation) are presented separately in Chapter 7. These capital costs include estimates of electrical, instrumentation/controls, sales tax, contractor fee, contractor overhead, contractor bonds and insurance, contingency, and engineering. The annualized costs are based on a 20-year period and an assumed inflation rate of 3.0 percent.

Improvements are assumed to be funded by user rates with revenue generated to balance costs within the 20-year planning period. Borrowing may be required to bridge revenue gaps within the planning period. Current interest rates for loans from State Revolving Programs or United States Department of Agriculture – Rural Development (USDA-RD) are about 2.5 percent. Details concerning implementation schedule and user rates are further discussed in Chapter 7.

4.2 Pumps

All pumps will require replacement by the end of the 20-year planning period. When replaced, the pump capacity will be increased (if necessary) to convey peak hourly flow. Given that the pumps within the facility vary widely in condition, this FPS will not determine when each specific pump group should be replaced. Instead, this FPS estimates the cost to replace all pumps, in 2022 dollars, and divides the cost evenly among replacements in years 5, 10, 15, and 20. Facility operators should drive what groups of pumps are upgraded in each window. For example, the effluent pumps require excessive maintenance and should be upgraded soon. Table 4-2 outlines the costs to replace the process pumps at the Ketchum / SVWSD WRF.

Table 4-2. Pump upgrades cost estimation

Parameter	Cost ¹	Annualized Cost ²
Influent Pumps (3)	\$177,208	\$8,860
Effluent Pumps (3)	\$162,025	\$8,101
RAS Pumps (3)	\$197,820	\$9,891
WAS Pump (1)	\$17,346	\$867
Scum Pumps (2)	\$31,565	\$1,578
Plant Drain Pumps (2)	\$105,218	\$5,261
Alum & Polymer Pumps (2)	\$63,131	\$3,157
Reuse Pumps (3)	\$658,687	\$32,934
Total	\$1,413,000	\$70,650

¹ Costs are presented in 2022 dollars and are not escalated to year of construction. Also includes contingency.

4.3 Headworks

The headworks consist of the influent pumps, mechanical perforated screen, and the grit removal and cleaning system. The headworks screen and screening building were replaced in 2018 and are in good condition. The grit removal system on the other hand is more than 20 years old and in need of equipment replacement and building upgrades.

Table 4-3 shows the required improvements and the associated costs for the headworks improvements during the planning period, and the following sections provide more detail about requirements of each piece of equipment and operation. The costs are broken down in detail in Appendix D.

Table 4-3. Headworks improvements cost estimation

Project	Cost ¹	Annualized Cost ²
Misc. Headworks Improvements	\$271,000	\$13,550
Grit Removal System	\$1,015,000	\$50,750
Total	\$1,286,000	\$64,300

¹ Costs are presented in 2022 dollars and are not escalated to year of construction. Also includes contingency.

4.3.1 Screens

The perforated screen was installed to remove stringy solids to protect downstream equipment. The mechanical perforated screen installed in 2018 is designed to pass 4.0 MGD, the peak hour flow of 6.0 MGD will pass with some flow backup into the influent flume. The backup mechanical bar screen is capable of passing 7.5 MGD. When flows consistently exceed 4.0 MGD, the upgrade will replace the screening surface with larger opening perforations to minimize backup into the flume. The upgrade is expected to be required around 2038. At this point in time the screen will be approximately 20 years old and require upgrading.

²Based on 20-year period and assumed 3.0% inflation rate.

RAS=return-activated sludge; WAS=waste-activated sludge

² Based on 20-year period and assumed 3.0% inflation rate.

4.3.2 Grit Chamber, Conveyor, and Washer

The grit chamber was sized to handle up to 12 MGD, so it will be able to handle projected peak flows. The grit conveyor and washer were designed to handle 7 cf/hr of grit. Using a typical grit production value of 2 cf/MG, the plant would produce about 0.63 cf/hr at projected peak-hour flows. Therefore, the system is adequately sized to handle plant buildout conditions.

Although the chamber is adequately sized, it is around 30 years old and should be upgraded to improve operation. As previously seen in Figure 3-5, approximately 1.5 feet of grit built up in aeration basins 3 and 4 over 15 years.

Grit chambers that are drastically oversized typically struggle to remove grit effectively, which is the case at the WRF. It is recommended that a baffle system retrofit be installed to increase grit removal efficiency. The existing air lift pump used to transport the collected grit should be replaced with a grit pump.

The existing grit concentrator, conveyor, and washer can all be replaced at the same time. The WRF currently uses a grit conveyor and grit washer because using only one unit does not adequately dewater the grit. Replacing the air lift pump with a grit pump will help. Grit concentrators designed for use with air lift pumps are not as effective as grit concentrators designed for use with grit pumps. The existing grit concentrator, conveyor, and washer can be replaced with a new grit concentrator and one grit washer in about 10 years.

4.3.3 Odor Control

The odor control system was replaced in 2018 with the major headworks upgrades. The unit is a 2-bed carbon filter with a capacity of 5,100 cubic feet per minute (cfm). The fiberglass piping and fiberglass carbon vessel lifespan will extend well past the end of the planning period but the fans will require replacement several times. Carbon media replacement is a normal maintenance activity that occurs every 2 to 3 years.

4.4 Activated Sludge System

The activated sludge system basins and clarifiers are adequately sized to handle the flows and loads anticipated at the end of the planning period. The future system will be composed of four aeration basins, two clarifiers, four blowers, three RAS pumps, and two WAS pumps.

Table 4-4 shows the needed improvements and costs for the aeration basin improvements. The aeration basin upgrades are based on projects designed to create a Modified Ludzack-Ettinger (MLE) configuration for the aeration basins. The costs are broken down in detail in Appendix D.

Table 1 11 / lettrated eladge eyetem improvements electronimation				
Project	Cost ¹	Annualized Cost ²		
Aeration Basins - Anoxic and MLR (Nos. 3 & 4)	\$987,000	\$49,350		
Aeration Basin Blower Repair	\$65,000	\$3,250		
Aeration Basin Upgrades (Nos. 1 & 2)	\$2,140,000	\$107,000		
Clarifier No. 1 HVAC and Roof Repair	\$183,000	\$9,150		
Replace Existing Aeration Basin Turbo Blowers	\$6,626,000	\$331,300		
Clarifier Mechanism No. 1 Replacement	\$553,000	\$27,650		
Clarifier Mechanism No. 2 Replacement	\$454,000	\$22,700		
Total	¢11 000 000	¢550,400		

Table 4-4. Activated sludge system improvements cost estimation

4.4.1 MLE Alternative

The activated sludge basins at Ketchum should be configured in a Modified Ludzack-Ettinger (MLE) process configuration to achieve improved total nitrogen removal (via denitrification) and selection of well-settling sludge.

The process configuration for MLE is shown in Figure 4-1Error! Reference source not found. Zones 1, 2, and 3 refer to separate zones within each train. These zones already exist in trains 3 and 4 but would need to be added into trains 1 and 2 (part of proposed upgrades for trains 1 and 2). The first of the three zones would then remain unaerated. A mixer is proposed inside each of the upfront zones to keep MLSS in suspension. This zone would exhibit anoxic conditions, which are conditions where no DO is present but nitrates are present. An MLR pump would be installed in the end of zone 3 in order to recycle nitrates back to the anoxic zone for further denitrification.

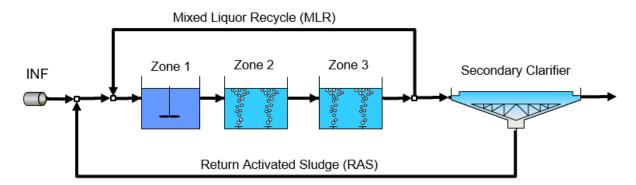


Figure 4-1. MLE process schematic

There are a few key benefits notable for an MLE process when compared with a simple aerobic nitrification process.

- Reduced airflow demand the total airflow required for aerobic oxidation of BOD is diminished since a portion of incoming BOD is oxidized via the denitrification reaction, which does not require oxygen.
- Increased alkalinity in the system when denitrification occurs, it produces alkalinity, which offsets the alkalinity depletion, which occurs during the nitrification reaction.

¹Costs are presented in 2022 dollars and are not escalated to year of construction. Also includes contingency.

² Based on 20-year period and assumed 3.0% inflation rate.

MLR=mixed liquor recycle; HVAC=heating, ventilation, and air conditioning

- Decreased sludge production there is a small decrease in overall sludge production at a given SRT since the biological yield from BOD removal via denitrification is less than the biological yield from aerobic BOD removal.
- Selection of well-settling sludge an anoxic zone encourages growth of specific organisms (ordinary heterotrophic organisms), which tend to exhibit better settling characteristics than a biological population without an anoxic selector.

Estimated Process Credits

The biological process model can estimate the impact of these factors for the 2042 design conditions. It is assumed in this context that all four trains are operational since that will be the ordinary operating condition when flow and load are higher in the future.

Table 4-5. MLE Process Comparison at 2042 conditions

Parameter	Unit	Full Aerobic BOD and NH3 Removal	Ludzack- Ettinger	Modified Ludzack- Ettinger (MLE)
Plant Flow	MGD	1.55	1.55	1.55
RAS Flow	%	80%	80%	80%
MLR Flow	%	0%	0%	200%
Total SRT	days	30	30	30
Aerobic SRT	days	30	20	20
MLSS	mg/L	4,420	4,250	4,350
Airflow	scfm	1,990	1,540	1,651
Effluent Total Nitrogen	mg/L	16	11	6
Effluent Ammonia	mg/L	0.2	0.2	0.2
WAS	lbs/day	2,470	2,380	2,430
Estimated Alkalinity Credit	% of Alkalinity w/out Denite	100%	119%	143%

BOD=biochemical oxygen demand; RAS=return-activated sludge; MLR=mixed liquor recycle; SRT=sludge retention time; WAS=waste-activated sludge; MGD=million gallons per day; mg/L=milligrams per liter; scfm=standard cubic feet per minute; lbs/d=pounds per day

About 20 percent airflow savings could be realized by aerating less volume and degrading carbon anoxically with an anoxic zone in the first zone of each train. Implementing an MLR system would further reduce effluent TN and provide a better settling mixed liquor. Sludge production is reduced but not significant for plant operations or solids handling processes.

The cost savings during the planning period provides a return on investment (ROI) of about 20 years at the current energy cost. The ROI will decrease as energy costs increase over the planning period. With the bonus of better settling in the clarifiers and slightly lower solids production, we recommend implementing the process change.

Internal Mixed Liquor Recycle

The IMLR is a lever by which the nitrogen removal process could be operationally controlled to optimize plant performance. The ability of the system as a whole to remove total nitrogen depends on the IMLR rate – higher IMLR rates encourage higher TN removal rates since more nitrates are recycled back into the pre-anoxic zones. However, diminishing marginal returns are seen for the

IMLR, with higher rates resulting in DO poisoning in the anoxic zone. Figure 4-2 shows the expected relationship between effluent TN and IMLR.

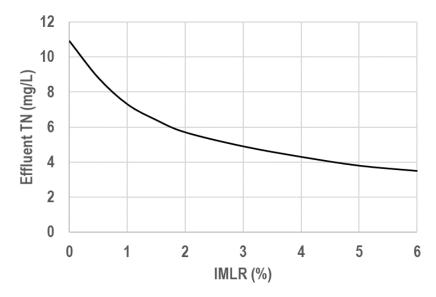


Figure 4-2. Effect of IMLR on effluent TN

A design incorporating an IMLR pumping system to accommodate 200 percent of incoming plant flow at max month conditions will provide a great degree of TN removal capability without excessive hydraulic designs or potential impact from recycled DO.

4.4.2 Aeration Basins and Diffusers

Aeration basins are the core treatment process in the WRF, providing growth conditions to allow the biomass (MLSS) to break down the soluble organics found in typical municipal waste streams. The basins at the plant were designed based on a F:M ratio of 0.10 lbs BOD/lbs MLSS, and a design SRT of approximately 15 days. The design MLSS to maintain the appropriate clarifier solids loading rate is less than 5,000 mg/L MLSS. The capacity of the aeration basins is 2.0 MG (four basins at 0.5 MG each) and meets the required volume for future plant planning conditions.

The newest aeration basins (basins 3 and 4) were constructed in 2005. These basins are baffled with two walls to create three cells in each basin. The design improves the treatment and settling characteristics of the sludge by inducing plug flow hydraulics and provides the opportunity for an initial anoxic cell. Diffusers are ceramic fine bubble diffusers provide air flow rates between 0.5 to 2.5 cfm per diffuser. The first cell has 410 diffusers installed and the second cell has 290 diffusers. The third cell is made up of 160 diffusers. Recent evaluations showed only 10 percent plugging, so they are still providing adequate aeration and mixing to the basins. Air header drops are 8-inch stainless steel (SST) pipe.

Basins 1 and 2 should be upgraded to match the plug flow characteristics by adding a similar baffle system to create three cells and a new catwalk with canopy to provide access across the basin. The baffle walls and catwalk would have the additional benefit of stabilizing the center wall in basins 1 and 2, which was not designed for one basin to be empty with the other basin full. Incorporating baffle walls in each basin will require the air manifolds and diffusers be replaced. The diffusers are over 30 years old and are no longer manufactured. Dissolved oxygen sensors are used in basins 3 and 4 in the third cell and should be mirrored in basins 1 and 2 as well. Upgrades should be

completed before average flow approach 1.8 MGD since that is the approximate capacity of two basins (1.0 MG of reactor volume).

To improve biological nitrogen removal, the first cell in each basin can be converted into an anoxic environment by shutting aeration off to the first aeration cell and using mixers to maintain biological suspension without adding oxygen. This will provide the conditions for improved phosphorus uptake and establishment of bacterial denitrification. The goals are to promote denitrification that adds back oxygen and alkalinity (biologically) and improve settling characteristics of the sludge in the clarifiers. In addition to mixing, mixed liquor recycle (MLR) pumps transfer nitrate rich mixed liquor from the end of the aeration basins (cell #3) to the first cell (anoxic basin). This provides a nitrate rich environment further promoting conversion of nitrate to nitrogen gas (denitrification). Besides the oxygen and alkalinity benefit, denitrification reduces total nitrogen discharge into the river by removing most of the nitrate.

The current discharge permit does not have nitrogen limits, but the Class A reuse permit does require total nitrogen (TN)—nitrate-N + nitrite-N + TKN—be less than 30 mg/L. The 2020 annual average discharge concentration was 15.3 mg/L, with a peak month discharge concentration of 20.05 mg/L. With anoxic conditions and MLR, a TN of less than 10 mg/L is expected. Converting basins 1 and 2 into three cells each with an anoxic cell and MLR will keep the overall activated sludge system meeting reuse permit TN limits in the future.

The activated sludge process biologically removes phosphorus in the waste sludge biomass. But the original design and future design continues to rely on chemical phosphorus removal using alum to achieve the discharge limit. At daily maximum flows the phosphorus concentration will be 0.46 mg/L TP and easily achievable with the current chemical phosphorus removal system. Configuration changes discussed in section 4.4.1 (mixed liquor recycle) should promote additional phosphorus uptake (luxury uptake) in the initial anoxic zone. This in turn will reduce the chemical demand and chemical sludge in the WAS.

4.4.3 Blowers

Extending the future design basis to a projected 2042 BOD loading condition of 3,900 lbs/d (average annual), the process modeling indicates an expected average air demand of about 4,100 SCFM. Assuming a similar peak-to-average airflow ratio of 1.76, the maximum expected airflow air demand at the end of the planning period will be approximately 7,200 SCFM. The blower design requires a daily peaking factor of 1.2, resulting in a minimum requirement of 8,600 SCFM at the end of the planning period.

Two 160-hp turbo blowers provide up to 4,800 SCFM (2,400 SCFM each) of air to the aeration basins and are approximately 10 years old. The current firm capacity is 4,500 SCFM (2,100 SCFM + 2,400 SCFM) with the largest unit out of service. Four new 200-hp blowers will supply approximately 3,000 SCFM each. The first unit will replace the existing 125-hp blower and provide a total firm capacity of 4,800 SCFM (2,400 SCFM + 2,400 SCFM). The second 3,000 SCFM blower provides a total firm capacity of 5,400 SCFM (2,400 SCFM + 3,000 SCFM). The third 3,000 SCFM blower provides a total firm capacity of 6,000 SCFM (3,000 SCFM + 3,000 SCFM). The fourth 3,000 SCFM blower provides a total firm capacity of 9,000 SCFM (3,000 SCFM x 3). A blower building expansion to the east and south will be required with the second new 200-hp blower, as shown in Figure 4-3.

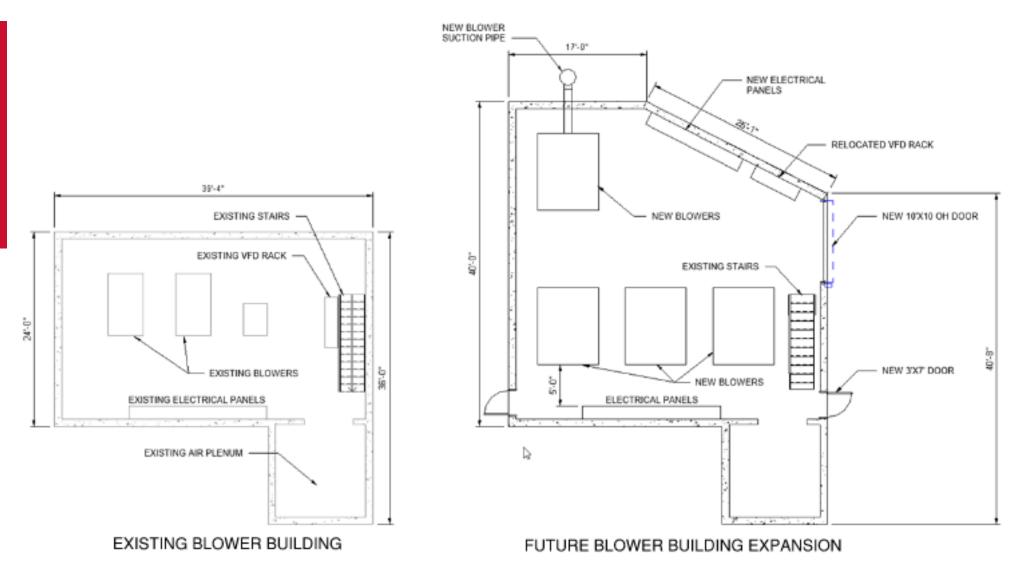


Figure 4-3. Aeration Building Expansion

Blower Technology

The Ketchum / SVWSD WRF will need to add a third aeration basin blower in the next few years and will need to replace their existing turbo blowers within the next 10 years. Aeration is typically one of the most power-intensive operations at WRFs. Blower lifespan costs are commonly affected more by power consumption than base cost and efficiency is vital in reducing operating costs. This section outlines the different technologies that are commonly used for aeration in WRFs.

Centrifugal

Multi-stage centrifugal blowers, like the blowers found in the background of Figure 3-19, have been used for wastewater aeration since the beginning of activated sludge treatment. These blowers use multiple stages of impellers to convert rotational energy into pressure head as shown in Figure 4-4. These blowers typically operate with the impeller shaft direct coupled to the motor, so they run up to 3,600 revolutions per minute (RPM). Centrifugal blower energy demand is generally the basis of "energy savings" comparisons by other technologies since centrifugal blowers have been the standard aeration technology for decades.



Figure 4-4. Typical centrifugal blower cross-section

These blowers operate similar to a pump where the air pressure in the pipe is reduced when the airflow is turned down. Centrifugal blowers have great functionality for flows and pressures as high as 10,000 SCFM and 15 pounds per square inch gauge (psig).

Positive Displacement

Positive displacement (PD), or rotary lobe, blowers typically use bi- or tri-lobe blower configurations to push air, as seen in Figure 4-5. PD blowers compress air in the pockets between each lobe and deliver constant-pressure flow. Since PD blowers deliver constant pressure, air flow is directly correlated to the operating speed of the motor and the lobes.

They are simple and easier to maintain than other blower technologies but do not offer significant energy savings. There are small gaps between the lobes that prevent the lobes from damaging each other from which air can escape and limit the efficiency. The lobes are often geared such that they spin at a faster rate than the motor shaft, as high as 5,000 RPM or more with a motor rated for 3,600 RPM.





Figure 4-5. Typical PD blower cross-section

PD blowers are ideal for systems with lower flow requirements and medium pressures, up to 1,000 SCFM and 15 psig. PD blowers can operate at higher flow conditions but generally require significantly more energy than other technologies.

Hybrid

Hybrid blowers, commonly referred to as twisted tri-lobe blowers, are a specialized type of PD blower. It combines the basic lobe-style compression with the twisted rotor style of screw compressors. The twisted lobes reduce the air slipping problems associated with PD blowers, greatly increasing efficiency. This allows hybrid blowers to take advantage of constant-pressure flow without the energy loss. The twisted lobe cross-section can be seen in Figure 4-6**Error! Reference source not found.**

Since hybrid blowers take most of its functional design from PD blowers, the lobes spin at the same rates as PD – as high as 5,000 RPM or more with a motor rated for 3,600 RPM.



Figure 4-6. Typical hybrid blower cross-section

Hybrid blowers can handle a wide variety of airflows. Generally, this technology is used when the application needs air to be compressed between 10 to 15 psig. Hybrid blowers are generally too

expensive at pressures below 10 psig and screw compressors are more efficient at pressures above 15 psig. Hybrid blowers used in these pressure ranges are incredibly efficient, up to 15 percent more efficient than a centrifugal blower, with maintenance ease similar to PD blowers. Activated sludge system blowers commonly require air pressures around 10 psig. This makes hybrid blowers a strong contender for wastewater aeration.

Hybrid blower packages are designed with motor-isolation features to eliminate vibration and "harmonization" problems while the motors run at the same time, which has been a problem with blowers at the Ketchum / SVWSD WRF in the past.

Turbo

Turbo blowers are the most advanced compression technology available for wastewater aeration. While the other technologies use motor shafts and bearings to turn the impellers or lobes, turbos use either the incoming air or a magnetic bearing to suspend the impeller. This allows turbos to use small impellers at incredibly high rotational speeds (often up to 24,000 RPM). This is possible because the impeller does not touch any other mechanical parts during typical operation. Turbo blowers realize their energy efficiency, up to 25 percent more efficient than a centrifugal blower, from the lack of friction along a motor shaft.

Because turbos are so technologically advanced, it is not advised that the WRF operators perform maintenance on the equipment. There are also concerns with blower shutdowns as sacrificial bearings are used in the event that the blower loses power or is shut off. Figure 4-7**Error!**Reference source not found. depicts a turbo blower impeller.

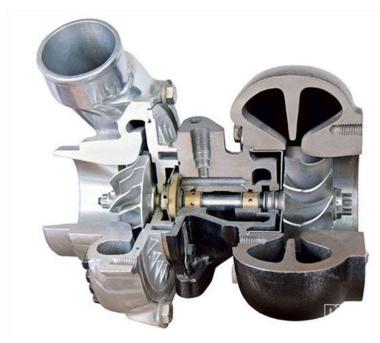


Figure 4-7. Typical turbo blower cross-section

Turbo blowers are the most efficient technology at pressures between 7 to 10 psig. They turn rotational energy into pressure head, like centrifugal blowers, and do not provide constant-pressure flow. These blowers can handle flows as high as 7,500 SCFM per unit. At around 10 psig, they begin to lose efficiency and hybrid blowers are more efficient. Selection between these two technologies at this in-between range depends on the system, the manufacturer, and operator preferences.

Technology Recommendation

When the current turbo blowers are at the end of their useful lifespan, they should be replaced with 200-hp blowers that are capable of 3,000 SCFM. Using blowers of this size will require three duty blowers and one standby blower at the end of the planning period. The air pressure required for the system is between the ranges of peak efficiency for both turbo and hybrid blowers, and both technologies have an approximately equal power consumption at the duty point. It is recommended that the WRF switch to hybrid blowers from turbo blowers. The WRF's experience with turbo blowers has not been good due to maintenance problems. This can largely be addressed by using the hybrid technology as more maintenance can be performed in-house, which is not possible for turbo blowers.

The 125-hp centrifugal blower should be the first replaced in 2023 due to age and size with the first larger 200-hp hybrid blower. This will provide improved redundancy in the aeration system and provide the WRF with time to purchase the second and third 200-hp hybrid blowers to replace the existing 160-hp turbo blowers (years 2025 and 2027). The fourth blower should be purchased for blower redundancy when required operating blower air demand exceeds two 200 hp units (estimated to be year 2032).

4.4.4 Clarifiers

The clarifiers are adequately sized to meet the plant buildout flows and last the entire planning period without replacement. The clarifiers can hydraulically treat to planning period flows and solids loadings can be maintained at less than 25 lbs MLSS/sf/d, according to modeling.

The cover on clarifier #2 uses a sandwich design with insulation between the panels. The cover on clarifier #1 was purchased uninsulated, typical for most clarifiers in colder climates to prevent freezing. The exterior insulation was placed on the clarifier #1 cover after installation to retain heat and minimize condensation inside the tank. The cover exterior insulation on clarifier #1 has been damaged from snow and ice. Normally clarifier #2 is used in the winter due to low flow and condensation is not a problem. If clarifier #1 cover insulation repair is not feasible, insulation removal may be the best solution.

4.4.5 RAS Pumps

At future 2042 conditions, the peak day flow will be 3.1 MGD. RAS flow rates are commonly in the range between 50 and 80 percent of incoming plant flow. For the 2042 conditions, this means the design peak-day RAS flow will range between 1.55 and 2.48 MGD. There are three 20-year-old, 25-hp RAS pumps. They can move between 520 and 1,560 GPM, or 4.49 MGD with one pump on standby. These pumps are adequately sized for the planning period with one pump on standby.

Since the treatment system does not have primary clarification, fine screening is required to minimize debris from passing into the aeration basins, secondary clarifiers, and clogging downstream RAS pumps. This was partially addressed by installing the perforated screen in 2018.

When the current RAS pumps need to be replaced, chopper pumps are recommended. The current pumps require operators to reach into the pump to blindly pull debris from the pump internals, putting them at risk of contact with sharp objects and pathogens. Chopper pumps would cut and grind any of these materials that make it past screening and settle in the clarifiers. This would also reduce maintenance time and costs associated with the RAS pumps.

The pumps will need to be replaced during the planning period (see Section 4.2 for timing). Since they are sized properly for planning period buildout with a redundant pump, the chopper pumps should be sized to match the existing RAS pumps.

4.4.6 WAS System

The current WAS system runs by the operator inputting a target WAS gallon volume for the day. The plant SCADA then monitors the WAS volume wasted through the flow meter as time goes on, and when the volume target is reached, the WAS pump turns off. Figure 4-8**Error! Reference source not found.** shows historical data for sludge wasting in units of gallons per day.

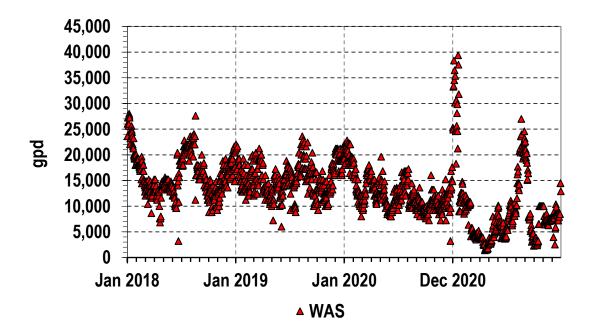


Figure 4-8. Historical WAS rates

During the data period shown above, the average WAS rate was about 13,400 GPD. The wastage profile shown has maintained an SRT of approximately 35 days, as evidenced by the calibrated model estimation shown below in Figure 4-9.

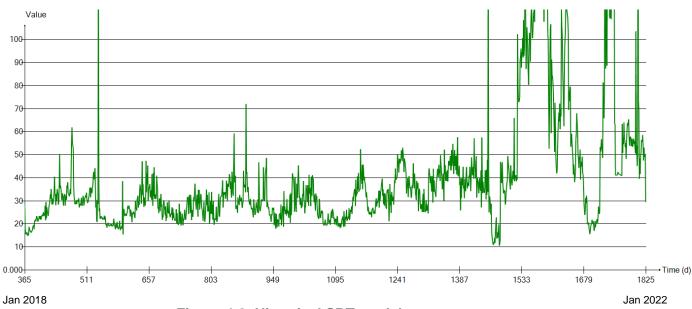


Figure 4-9. Historical SRT model output

The historical SRT values are very high relative to conventional operation of activated sludge systems. Lower SRT values correspond with higher WAS rate values, so for future planning purposes the WAS system should be designed to accommodate a more typical operational to ensure proper flexibility in the range of operable conditions. The minimum SRT required for nitrification depends on the desired effluent ammonia target and the temperature of the wastewater. In Ketchum, the key parameter is temperature because the wintertime condition dominates plant performance. The annual wastewater temperature profile is shown in Figure 4-10**Error! Reference source not found.**

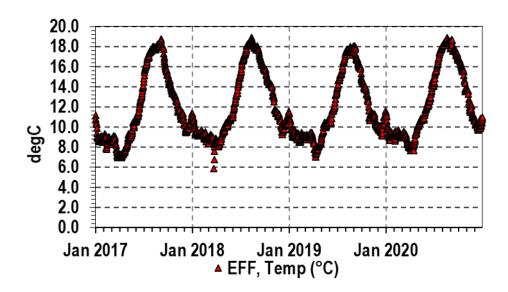


Figure 4-10. Annual wastewater temperature profile

The profile shows that the governing low temperature is about 45 °F. The SRT in the system needs to be long enough to allow nitrifying bacteria to grow. The SRT required for nitrification is the inverse of the ammonia oxidizers' specific growth rate, which is given by μ_{aob} .

$$\mu_{aob} = \mu_{max,aob} \left(\frac{S_{NH3}}{S_{NH3} + K_{S,NH3}} \right) \left(\frac{DO}{DO + K_{O2,aob}} \right) - b_{aob}$$

In which:

 $\mu_{max,aob}$ = Max Theoretical Growth Rate = 0.370 d⁻¹ (adjusted for cold temperature 7°C)

 $b_{aob} = Decay Rate = 0.118 d^{-1}$ (adjusted for winter temperature 7°C)

 $S_{NH3} = 1.0 \text{ mg/L}$ effluent ammonia

 $K_{s,NH3}$ = Half Saturation Constant = 0.5 mg/L

DO = 2.0 mg/L dissolved oxygen level

K_{O2,aob} = DO Half Saturation Constant = 0.5 mg/L

This results in a maximum specific growth rate during winter conditions of 0.0795 grams MLSS per gram ammonia per day (g/g·d). The inverse of the max growth rate is 12.6 days aerobic SRT. Applying a safety factor of 1.5 for peak-to-average TKN loading yields a minimum design SRT of 19 days. During average annual temperatures (average 12 degrees Celsius) the operational SRT could be reduced to 11 days.

The design WAS rates can be seen in Figure 4-11. At future conditions and a winter-time SRT of 20 days, the estimated WAS rate on average through the year is about 42,300 GPD (approximately 2,600 lbs/d).

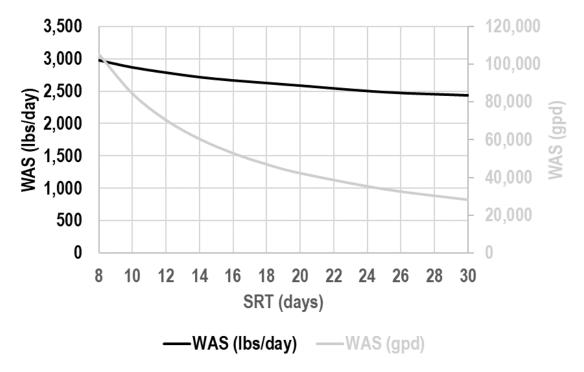


Figure 4-11. SRT and WAS design at future conditions (2042)

4.4.7 Chemical Consumption

The Ketchum WRF doses two chemicals in the process:

- 1) Alum (or other metal salt) for phosphorus precipitation
- 2) Polymer for clarifier settleability and enhanced removal of phosphorus particles at the tertiary filters

Both chemicals are dosed in the clarifier splitter box immediately after the aeration basins. Alum is dosed based on volume (GPD) and the dose is tracked as parts per million (calculated as gallons per day of alum divided by million gallons per day of plant flow). The historical alum consumption (Figure 4-12) shows that the dose rate has remained consistent, since the alum consumption aligns with plant flow. The typical dose for alum ranged between 60 and 100 parts per million volume (ppm_v). For future planning a dose rate of 60 ppm_v at 3.1 MGD would require 186 GPD of alum consumption.

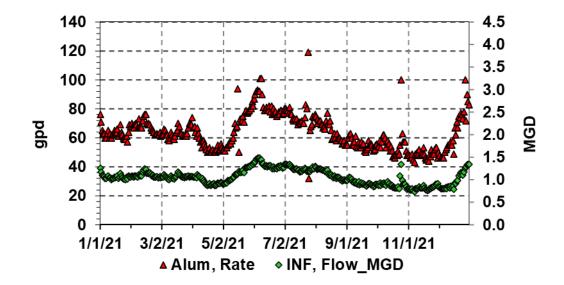


Figure 4-12. Historical alum consumption

Polymer consumption is tracked in pounds per day. For operational dose tracking the poundage rate is converted to a dose rate by dividing the pounds of polymer used by the plant flow, and then standardizing for the specific weight of the polymer (11.1 lbs/gal). In mathematical terms:

$$Polymer\ Dose\ (ppm) = \frac{lbs\ polymer}{Plant\ Flow*11.1}$$

Polymer consumption was typically²² around 30 lbs/d to 50 lbs/d, except for when a different polymer was used during about April 1 of 2021 through November 15 of 2021. This is equal to a typical dosing rate of about 2.9 to 4.5 ppm. Assuming a typical dose rate of 4.5 ppm in the future at peak day flow rate of 3.1 MGD, the polymer dosing system would require 154 lbs/d of polymer consumption capacity.

²² The typical polymer used at the facility is by Hyperion. The plant temporarily switched to a polymer called B-164 by Beckart Environmental but observed turbidity issues and decreased phosphorus removal efficiency during that time. Typical dose rates mentioned in the body text refer to the normal Hyperion polymer.

4.5 Tertiary Treatment System

The tertiary treatment system is adequately sized to handle flows up to the plant buildout flows, but the equipment will require replacement before the WRF reaches these flows. The tertiary treatment system includes the cloth-media filters and the UV disinfection system. Table 4-6 outlines the planning period costs associated with the tertiary treatment system and outfall clearing, which is further discussed in Section 4.6.

Table 4-6. Tertiary treatment system improvements cost estimation

Project	Cost ¹	Annualized Cost ²
Replace UV Equipment	\$1,694,000	\$84,700
Outfall Clearing	\$167,000	\$8,350
Total	\$1,861,000	\$93,050

¹ Costs are presented in 2022 dollars and are not escalated to year of construction. Also includes contingency.

4.5.1 Polymer and Alum Addition

The polymer and alum chemical addition systems are in good condition. The polymer and alum dosing pumps will need replacement during the planning period. The alum building and storage tank is in good condition. Pumping polymer directly into the splitter box will be replaced with a polymer mixing system to provide the appropriate polymer delivery at a 1% concentration.

4.5.2 Cloth Filtration

The cloth media filter tanks and backwash system are in good condition structurally and will be serviceable through the planning period. The backwash pumps will require replacement during the planning period. The tanks have minor cosmetic issues that could be addressed with a coating.

Cloth filter media can be expected to last for approximately 5 years. This means that the media will need to be replaced four times over the course of the planning period and the costs are included in operations and maintenance.

Since the system was installed in 2007, the PLC is beginning to show its age and will need to be replaced. This is further discussed in Section 4.8.

4.5.3 UV Disinfection

The UV disinfection system is adequately sized for plant planning period peak hourly flow of 6.0 MGD (equipment is actually capable to 7.3 MGD). The system is limited for disinfection of Class A reuse-level water to 3.1 MGD. This is because the disinfection requirements for Class A reuse water is much more stringent than the disinfection requirements for discharge to Big Wood River. Class A reuse disinfection requires 100 mJ/cm² dose versus river discharge requiring only 30 mJ/cm² dose.

The UV disinfection system is currently the limiting treatment unit for reuse. The WRF currently experiences occasional peak instantaneous flows in the spring that exceeds 3.1 MGD. When this occurs, the plant must divert effluent flow from the reuse wet well to Big Wood River. The UV disinfection system should be upgraded to provide the Class A reuse-quality UV dosage of 100 mJ/cm² before the planning period peak daily flow (3.0 MGD) occurs in 2032.

² Based on 20-year period and assumed 3.0% inflation rate.

UV=ultraviolet

UV disinfection systems reach their life-expectancy when critical components become less available or obsolete (lamps and ballasts). So far, the system continues to be supported by Wedeco (a Xylem company). We estimate the basic lamp and ballast system should be serviceable for an additional 5 years (year 2028). However, the technology limitations (controls) do not have the same life-span as the UV lamps and ballast. The control system is already beyond normal technology limitations and vulnerable to failure (replacement in year 2023).

4.6 Outfall

After the wastewater has been treated, it is discharged into Big Wood River. The discharge enters the river through one 24-inch pipe. The river shifted in 2006 and required excavation to uncover the outlet. Although this was the first time the river shifted since plant construction in 1968, it could happen again.

A short-term solution to this problem is to keep clearing the discharge pipe to maintain a flow into the river's main path. This clearing can be done as needed or budgeted and maintained over a fixed period, such as every 10 years. The 2006 clearing effort cost was approximately \$25,000. A long-term solution is to add a diffuser system that would evenly spread the discharge across the entire river. However, a diffuser across the bottom will hinder flow and likely not survive the normal spring high flows and accompanying debris. With spring melts, the river bottom can drastically change, which creates a concern with the river bottom moving away from the diffuser system. It is not fiscally or practically reasonable to install a diffuser system with the changes to the ever-changing river bottom. The Ketchum / SVWSD WRF should budget \$83,500 (2022 dollars) to excavate the outfall every 10 years.

4.7 Reuse

As the Ketchum and Sun Valley areas increase in population, the WRF should consider expanding its reuse water services. Growth would not only increase the available land to irrigate with the Class A reuse water, but it would also increase the amount of reuse water routed to irrigation instead of the river. Even though the water is treated to advanced levels, minor amounts of nutrients remain and are better routed to land for recycling than to the Big Wood River. The other benefit is reduced potable water demand (used for landscape irrigation).

Reuse services could be expanded to other areas for irrigation or even to producing artificial snow during the winter season to divert treated water from the river during non-irrigation seasons. Since discharge limits to the Big Wood River are anti-backsliding, mass limits on nutrients will not increase as flows to the WRF increase. This means that meeting discharge limits will become increasingly more difficult as the facility's flows increase and promoting reuse of treated effluent will become more critical to meeting the WRF's limits.

The WRF is taking advantage of its high-quality effluent and reusing the water to irrigate the Elkhorn Golf Course and the Weyyakin Subdivision. Future uses could include expanding into other private areas for irrigation. Since the reuse pumping system is less than 10 years old, it will last approximately halfway through the planning period before they need to be replaced.

4.7.1 Reuse Overview

The TMDLs set by DEQ are limits that establish the maximum mass of a pollutant that can be discharged by a plant into a water body, in this case Big Wood River. The WRF is limited to 26.5

tons/year of total TSS and 9.9 lbs/d of TP. Reuse provides an alternate discharge than Big Wood River and results in less mass of TSS and TP. While the temperature TMDL is not currently in the discharge permit, it will likely be in future discharge permits for the WRF. Reuse is another way to combat a future temperature discharge limit, especially in the critical fall months. The WRF is currently using a majority of the plant flow during summer months for Class A reuse at the Weyyakin subdivision and Elkhorn Golf Course. Continued and expanded reuse will provide benefit to the Big Wood River.

4.8 Electrical Improvements

- Recommend replacing MCC-2 (secondary treatment MCC) at the same time as the 125HP centrifugal blower is replaced in 2023.
- Install a new MCC in the Dewatering Building in 2025
- Install a new PLC in the Dewatering Building in 2025
- Recommend replacing nine VFD's associated with the Liquid Stream (i.e. Return Sludge Pumps, UV Feed Pumps, and Influent Pumps) in year 2028 (except Influent Pumps done in 2017) and again in 2038.
- Recommend replacing MCC-3 (dewatering MCC) in 2030.
- Recommend replacing the two Headworks Filter Fan VFD's in 2030.
- Recommend replacing MCC-4 (influent and effluent pumps, Headworks fans) by 2040
- Recommend replacing the Digester #2 Blower VFD's in 2038.

Table 4-7 outlines the estimated costs of these improvements.

Table 4-7. Electrical systems improvements cost estimation

Project	Cost ¹	Annualized Cost ²
Replace Generator & MCC-3	\$1,263,000	\$63,150
Upgrade PLC Hardware	\$1,356,000	\$67,800
Upgrade Filter PLC	\$102,000	\$5,100
Upgrade Dewatering PLC	\$102,000	\$5,100
Upgrade UV PLC	\$102,000	\$5,100
Replace VFD's	\$1,564,000	\$78,200
Total	\$4,489,000	\$224,450

¹ Costs are presented in 2022 dollars and are not escalated to year of construction. Also includes contingency.

² Based on 20-year period and assumed 3.0% inflation rate.

5 Solids Handling Upgrades and Reuse

Although landfilling is used as the ultimate biosolids disposal alternative (until composting is approved), the current practice of achieving Class B quality biosolids is the operational goal. The needed HRT to reduce VSS concentrations to acceptable limits to meet 40 CFR Part 503 requirements is 60 days at winter temperatures of 15°C or 40 days at 20°C. Under peak month conditions, solids production averaged approximately 20,000 GPD at 2 percent solids.

The WRF has an aerobic digester/sludge storage tank with a volume of approximately 301,000 gallons, 12-foot depth, and 2 feet of freeboard. This produced an HRT of 13 days, which is significantly less than required for Class B solids. But the current system achieves final VSS reduction at the Ohio Gulch drying beds. The solids are not currently beneficially used; therefore, the primary purpose of the drying beds is to decrease the water volume and weight by drying (to 75 percent solids) for reduced landfill disposal costs.

Table 5-1. Biosolids summary

Parameter	2021-2022 Production	Planning Period Production (2042)					
Average Annual							
Total Dry Solids (lb/d)	1,357	2,430					
Volume @ 3% Solids (gpd)	5,425	10,800					
Volume @ 2% Solids (gpd)	8,137	14,568					
Volume @ 1% Solids (gpd)	16,274	32,400					
Percent Volatile Solids (%)	70	70					
	Peak Month						
Total Dry Solids (lb/d)	5,478	5,700					
Volume @ 3% Solids (gpd)	21,896	22,800					
Volume @ 2% Solids (gpd)	32,845	34,173					
Volume @ 1% Solids (gpd)	65,689	68,300					
Percent Volatile Solids (%)	70	70					
Overall Production							
Annual Dry Solids Produced (tons)	248	443					

gpd=gallons per day; lbs/d=pounds per day

5.1 Planning Period Biosolids Alternatives

Multiple alternatives were investigated for biosolids handling for the Ketchum / SVWSD WRF. The alternatives included multiple aerobic digester arrangement, thickening for digester capacity/hauling, and dewatering. Table 5-2 outlines the cost estimates for the solids handling system improvements through the planning period.

Table 5-2. Solids handling improvements cost estimation

Parameter	Cost ¹	Annualized Cost ²
Rotary Drum Thickener & Dewatering Building	\$7,204,000	\$360,200
Remove Digester No. 1 Building and New Flat Covers	\$690,000	\$34,500
Gravity Thickener & Transfer Building Demo	\$145,000	\$7,250
Digester No. 2	\$2,648,000	\$132,400
Screw Press	\$1,527,000	\$76,350
New & Replacement Digester Blowers	\$1,829,000	\$91,450
Digester No. 1 Diffusers	\$250,000	\$12,500
Total	\$14,293,000	\$714,650

¹ Costs are presented in 2022 dollars and are not escalated to year of construction. Also includes contingency.

5.1.1 Digester Arrangement

The WRF will require a total aerobic digester volume of 960,000 gallons sometime in the future. It was determined in previous FPSs that constructing three digesters, each at 300,000 gallons, would provide the best combination of reduced construction cost and efficient use of the land. Since the WRF is land locked, space is limited.

Although three digesters are the long-range plan for land use, only two digesters are required to provide adequate HRT at planning period conditions. The primary purpose of the second digester is to provide redundancy and operational flexibility for dewatering and hauling. For planning period flows, two digesters totaling 600,000 gallons will be sufficient volume for biosolid storage and digestion.

There are two ways to operate the digesters – in series or in parallel. Operating the digesters in parallel adds a level of redundancy that the WRF does not currently have. However, it does not provide the opportunity to thicken the sludge between digesters compared to series operation. By operating the digesters in series, effluent from the first aerobic digester can be thickened prior to transferring to the second digester. Thickeners can typically increase solids concentrations from 1 to 2 percent up to 2 to 4 percent. This effectively doubles the storage capacity of the second digester, increasing the amount of available storage time. Digesters in series can, and should, also have provisions to bypass the first digester to waste directly to the second digester in case the first digester is taken offline.

EPA regulates municipal biosolids with 40 CFR Part 503. In this regulation, meeting Class B biosolids requires a minimum aerobic digester HRT of 40 days at 20°C or 60 days at 15°C. This temperature is based on the digester temperature only, not plant influent or effluent temperatures. The average digester temperature in 2021 was 23.4°C with a minimum temperature of 12.3°C. In December and January, the digester drops below 20°C, where the WRF would have to meet 60 days HRT to meet Class B biosolid requirements. However, when the future digesters are constructed in series, these large HRT requirements are reduced²³. Digesters in series need to provide a minimum HRT of 28 days at 20°C or 42 days at 15°C.

² Based on 20-year period and assumed 3.0% inflation rate.

²³ WEF (Water Environment Federation) (2010). *Design of Municipal Wastewater Treatment Plants, Manual of Practice No. 8* (5th ed.). McGraw-Hill Education.

The WRF should construct one new digester designed for series operation. Digesters #2 and future digester #3 will operate in parallel, both downstream of digester #1 and thickening. This will allow adequate digester HRT at current peak-month conditions See Figure 3-18**Error! Reference source not found.** for the flow schematic of this process.

5.1.2 Solids Thickening

The planning period biosolids plan involves replacing the existing gravity thickener with a new solids thickening operation. The thickener can be used to thicken solids during transfer from the existing digester to the future digester(s). Thickening prior to the future digesters provides additional storage time for biosolids. There are several methods available for solids thickening, which are further described below.

Gravity Thickener

The WRF currently has a gravity thickener that is used to thicken the digested solids prior to hauling. Gravity thickeners are similar in appearance and function similar to the secondary clarifiers but are better suited for thickening solids, with the solids settling at the bottom of the unit. Gravity thickeners function well for primary sludges and for combinations of primary sludge and WAS, thickening these type solids to 3 - 10 percent from an influent solids concentration of 1 to 3 percent. However, gravity thickeners perform poorly for solids that are only aerobically digested WAS, producing up to 2 - 3 percent solids. Since the WRF does not have primary sludge settling, the digester receives all aerobically digested WAS. This can be seen in the hauling data, where solids concentrations are hauled at 2 - 3 percent.

Gravity thickening is energy efficient. The thickener requires pumping energy, depending on the hydraulics of the thickener, and a small motor to run the mechanism. The existing gravity thickener is shown in Figure 5-1.



Figure 5-1. Existing gravity thickener

Rotary Drum Thickener

Rotary drum thickeners (RDTs) use a polymer injection system, flocculation tank, and a cylindrical rotating drum to thicken solids. The flocculation tank accepts solids that are pre-mixed with polymer. The solids and polymer coagulate in the flocculation tank to create large flocs, or clumps, of solids before entering the drum. The drum contains small perforations to allow the water to drain out of the solids by gravity while trapping the solids in the drum. An auger located within the drum pushes the solids toward the end of the drum. With the right flocculants, RDT's can thicken biosolids up to 8 percent solids.

RDTs are great for small-to-medium sized facilities as they are relatively inexpensive and compact but are limited in their maximum capacity. RDTs also have low power requirements, low speeds, and few moving parts. The combination of these items promotes a simple piece of equipment from an operation and maintenance standpoint that has become one of the most common methods of thickening biosolids. Figure 5-2 shows a picture of an RDT.



Figure 5-2. Rotary drum thickener

Dissolved Air Flotation

Dissolved air flotation (DAF) thickening is a common form of gravity thickening with additional processes. Pressurized air is introduced into the influent of the DAF and the air bubbles carry sludge to the water surface, where it is removed by skimmers. There are typically provisions for sludge draw-off from the bottom of the DAF for solids that aren't floated to the top. Typical thickened biosolids concentrations range from 4 – 6 percent solids.

DAF thickening typically uses polymer addition to promote solids coagulation. Larger coagulated particles are more efficiently floated by the dissolved air. DAFs require an air compressor and recycle pressurization pump (energy users) and occupy a larger footprint than other technologies. They require a skimmer mechanism to move the solids to a sump.

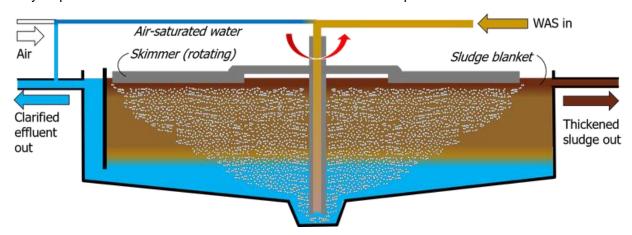


Figure 5-3. Dissolved air flotation thickener

Gravity Belt Thickener

Gravity belt thickeners (GBTs) use a polymer injection system, flocculation tank, and drainage belts to thicken solids. The flocculation tank evenly mixes flocs of coagulated biosolids to evenly apply solids along the length of the belt. The solids sit on top of the belt and is ridged along the length of the belt by plow blades to encourage additional liquid drainage through the cloth belt. The solids concentration from the belt thickener is normally in the range of 5 – 8 percent.

GBTs typically require higher levels of O&M because of the large number of moving parts and maintaining proper belt tension. They also have a lower thickening capacity per square foot of floor space than other technologies. GBTs also require higher pressure water to wash the belt than required to wash the RDT drum. Figure 5-4Error! Reference source not found. shows typical operation of a GBT.



Figure 5-4. Gravity belt thickener

Technology Recommendation

Thickening technologies were compared using a Pairwise Comparison to select the best fit for the WRF (see scoring criteria in Table 5-3). Multiple criteria are scored out of 5 possible points per category and multiplied by the scoring weight. The scoring scales shown represent the ranges in which the technology scores. As an example, no action has a capital cost of less than \$300,000 so scores 5 points in the capital cost criteria.

Table 5.2	Thickening	toobpology	comparison	hacic
Table 5-3.	Inickening	tecnnoloav	comparison	Dasis

Ketchum / SVWSD WRF	Treatment Confidence	Solids Content	Capital Cost	O&M Costs	Energy Efficiency	Chemical Usage
Scoring weight	30%	20%	20%	10%	10%	10%
	1 = Low	1 = 1-2%	1 = > \$600k	1 = High	1 = Low	1 = High
Scoring scales	3 = Medium	3 = 3-4%	3 = \$300-600k	3 = Medium	3 = Medium	3 = Medium
	5 = High	5 = 5-6%	5 = < \$300k	5 = Low	5 = High	5 = Low

As seen in Table 5-4, the RDT scored the highest in the pairwise comparison. It is recommended that the WRF utilizes an RDT for solids thickening. The RDT will be used to thicken the existing digester effluent before sending the thickened solids to the future digester(s). This will increase the maximum HRT available for aerobic digestion, increasing the amount of time required before the third digester will be required.

Table 5-4. Thickener technology comparison

Keto	hum / SVWSD WRF	Treatment	Solids	Capital	O&M	Energy	Chemical	Weighted	Rank
No.	Activity Name	Confidence	Content	Cost	Costs	Efficiency	Usage	Score	Kalik
1	No Action	Low	1-2%	< \$300k	High	High	Low	2.60	5
2	New Gravity Thickener	Low-Medium	2-3%	\$400-500k	Medium	High	Low	2.90	4
3	Rotary Drum Thickener	High	5-6%	\$300-400k	Medium	Low- Medium	Medium	4.10	1
4	DAF	Medium	4-5%	\$400-500k	Medium	Medium	Medium-Low	3.30	3
5	Gravity Belt Thickener	High	4-5%	\$300-400k	Medium- High	Low- Medium	Medium	3.80	2

DAF=dissolved air flotation; O&M=operations and maintenance

Thickening a portion of the biosolids to 5 percent before discharge to the future second aerobic digester will provide an average annual HRT of 44 days and a peak month HRT of 37 days.

Hauling of thickened solids at 6 percent will significantly reduce the trips needed to deliver the current 2 - 3 percent liquid solids to the Ohio Gulch drying beds before a dewatering unit is installed. This will also help to extend the usable life of the drying beds.

5.1.3 Dewatering

Solids dewatering differs from solids thickening in that it requires more advanced forms of liquid-solid separation. While thickening generally indicates solids contents of up to 6 percent, dewatering can produce solid contents from 15 up to 25 percent with the most advanced forms. Thickened solids have a sufficiently low-enough concentration that they can still be pumped, while dewatered solids are too thick and generally require mechanical conveyance, often either by belts or augers. The following sections describe methods used for dewatering biosolids.

Screw Press

A screw press uses a rotating cylindrical screw for the solid-liquid separation, not unlike an RDT. A major difference between an RDT and a screw press is that a screw press does not provide as much open volume as an RDT within the unit, which increases pressure and provides better hydraulics to remove the water. The downward force from both friction from the screw and weight of the biosolids on the lower levels encourages additional dewatering. The expected dewatered solids content is between 14 - 16 percent.

Similar to RDTs, screw presses are completely enclosed and require minimal operator input once stable flow conditions are met. This dewatering system is used extensively at smaller facilities where operators are not on site 24/7 and can be easily designed to operate during weekday shifts. They are also not often used in larger facilities due to throughput constraints (< 30 MGD).

Screw presses use polymer injection systems and flocculation tanks to promote solids coagulation upstream of the screw and are used with great success at smaller municipalities in various parts of the state of Idaho. Figure 5-5 shows the screw press used at the City of Hailey's Woodside WRF.



Figure 5-5. Screw press at the City of Hailey's Woodside WRF

Belt Filter Press

Belt filter presses (BFPs) process sludge through drainage belts similar to GBTs. Whereas GBTs only use gravity to separate the liquid from the solids, BFPs use rollers on the top and bottom of the belt to squeeze out additional liquid, called pressate. BFPs require higher pressure water than other dewatering technologies for cleaning, similar to GBTs. The expected dewatered solids content is similar to the screw press at 14 – 16 percent solids.

BFPs can handle a wide variety of influent sludge characteristics and have a very high maximum capacity. There are many operator-controllable inputs (belt tension, belt speed, roller sizes, etc.) that provide flexibility, and BFPs are also the most energy-efficient among the dewatering technologies. The drawback of the operational flexibility is that BFPs have a high operational and maintenance demand. This high demand on operator time is not conducive to small facilities like the Ketchum / SVWSD WRF that does not have many operators. Figure 5-6**Error! Reference source not found.** shows a BFP at the Newberg WWTP in Newberg, Oregon.



Figure 5-6. Belt filter press at the Newberg WWTP in Newberg, OR

Centrifuge

Dewatering centrifuges operate by forcing flocculated sludge into a rapidly spinning circular screen. The high rotational speeds in the centrifuge separate solids to the outside of the drum and centrate to the inside of the drum by centrifugal force. Centrifuges are typically used for dewatering in large treatment facilities due to larger throughput capacity, high solids content, and availability of advanced maintenance capability. The expected solids content from a centrifuge is 18 – 24 percent.

Centrifuges require greater maintenance and have a large power draw. They also require larger amounts of polymer than other dewatering technologies. Figure 5-7 depicts a centrifuge at the Durham Advanced WWTP in Portland, Oregon.



Figure 5-7. Centrifuge at Durham AWWTP in Portland, OR

Plate Filter Press

Plate filter presses (PFPs) have two typical configurations: fixed-volume and variable-volume recessed plate. Both configurations use a series of rectangular plates with recessions to hold influent sludge. Fixed-volume PFPs are covered with filter cloths and held together with hydraulic rams at pressures of 100 to 300 pounds per square inch (psi) to force liquid through the filters²⁴. PFPs can dewater solids to high concentrations, up to 50 percent solids. Variable-volume PFPs use rubber diaphragms between the filter media and use compressed air to apply an initial pressure of 100 to 125 psi, then a final pressure of 200 to 300 psi.

PFPs require a large amount of energy to pressurize the system to such high pressures. PFPs also require high-pressure wash water to clean the filters, and the technology generally has high operation and maintenance requirements. Figure 5-8 presents an example of a PFP.



Figure 5-8. Plate filter press

Technology Recommendation

Thickening technologies were compared using a Pairwise Comparison to select the best fit for the WRF (see scoring criteria in Table 5-5). Multiple criteria are scored out of 5 possible points per category and multiplied by the scoring weight. The scoring scales shown represent the ranges in which the technology scores. The comparison basis for dewatering is scored the same as the thickening comparison, but the ranges for solids content and capital cost are adjusted to compensate for the different process.

²⁴ Metcalf & Eddy, Inc., Tchobanoglous, G., Abu-Orf, M., Bowden, G., & Pfrang, W. (2014). Wastewater Engineering: Treatment and Resource Recovery (5th ed.). McGraw-Hill Education.

Table 5-5. Dewatering technology comparison basis

Ketchum / SVWSD WRF	Treatment Confidence	Solids Content	Capital Cost	O&M Costs	Energy Efficiency	Chemical Usage
Scoring weight	30%	20%	20%	10%	10%	10%
	1 = Low	1 = < 12.5%	1 = > \$800k	1 = High	1 = Low	1 = High
Scoring scales	3 = Medium	3 = 15-17.5%	3 = \$600-700k	3 = Medium	3 = Medium	3 = Medium
	5 = High	5 = > 20%	5 = < \$500k	5 = Low	5 = High	5 = Low

Table 5-6. Dewatering technology comparison

Ketchı	um / SVWSD WRF		Solids	Capital Cost	O&M	Energy	Chemical	Weighted	Rank
No.	Activity Name	Confidence	Content	Gapital Gost	Costs	Efficiency	Usage	Score	rtanit
1	No Action	Low	< 12.5%	< \$500k	High	High	Low	2.60	5
2	Screw Press	High	15-17.5%	\$500-600k	Low- Medium	Medium- High	Medium- High	3.90	1
3	Belt Filter Press	Medium-High	17.5-20%	\$600-700k	Medium	Medium- High	Low- Medium	3.70	2
4	Centrifuge	Medium-High	> 20%	\$500-600k	High	Medium	Medium	3.70	2
5	Plate Filter Press	High	> 20%	\$700-800k	High	Low- Medium	Low	3.70	2

As seen in Table 5-6, the screw press scored the highest in the pairwise comparison. It is recommended that the WRF use a screw press for solids dewatering. The screw press will be used to dewater digested biosolids. This will further help to provide flexibility in solids hauling, as dewatered solids can be trucked in open-air trailers rather than in a tanker.

The WRF should plan on demolishing the existing gravity thickener to construct a dewatering, aeration, and pumping building in its location. This building will house the RDT, screw press, and future digester blowers on the first floor. There will be a basement that houses the sludge transfer pumps. Once this new building is constructed, the existing transfer building housing the existing sludge transfer pump can be demolished.

5.2 Aerobic Digester

The second digester provides redundancy so routine maintenance activities can be completed to remove sand accumulations and repair/replace diffusers. A second aerobic digester will also increase VSS destruction, which further stabilizes the biosolids and provides increased storage capacity. Increased storage volume allows a more flexible hauling schedule. More importantly, the second digester provides a level of redundancy that is currently not available at the plant.

Another benefit of having two digesters is the option to operate in series to allow for thickening solids between transferring from the first digester to the future downstream digester. Thickening in series allows for a significant increase in sludge storage capacity and increase to the HRT. Increasing the HRT can allow the WRF to produce biosolids meeting 40 CFR Part 503 criteria for Class B biosolids for beneficial reuse without using the drying beds. While the City of Ketchum and SVWSD have not explored options for beneficial reuse of Class B biosolids, it may be of interest in the future. Class B biosolids are generally safe for recycling by land application to condition soils or fertilize crops.

Due to the reduced HRT and a lack of redundancy, a new digester is required during the planning period. The existing digester provides an HRT of 40 days at the 2021 average annual conditions and an HRT of 10 days at the 2021 peak month conditions. Adding a second digester in series and

downstream of an RDT will provide an annual average HRT of 88 days and a peak-month HRT of 37 days at the projected 2042 values.

The peak month HRT of 37 days with two digesters in series is not sufficient to produce Class B biosolids directly from the WRF. However, there are alternatives to produce reuse-quality biosolids after biosolids are hauled off site. These alternatives are further discussed in Section 5.5.

The new aerobic digester should be planned for construction within the next 10 years, which will provide an adequate HRT to destroy the volatile solids and meet EPA biosolids treatment criteria. The tank will be constructed to be the same volume and dimensions as the current tank. A similar aeration system can also be used. By adding a new aerobic digester, the residence time will increase and more volatile solids will be destroyed before the solids are trucked to the Ohio Gulch drying beds. Greater storage volume accompanying the second tank would also provide better hauling flexibility to aid in avoiding high traffic periods or dangerous winter road conditions.

Rather than having the second digester in a building, it is recommended to use a flat insulated cover for the digester. This will remove the insulation problem with the current aerobic digester, where the digester building's roof insulation is falling off and into the digester tank. It is also recommended that the existing digester's building is removed and a flat cover is installed for the current digester to prevent more insulation from entering the tank.

5.3 Aerobic Digester Blowers

Two 100-hp blowers, capable of 1,600 SCFM each, handle the existing digester oxygen requirements. Current demands are at approximately 1,100 SCFM, so the blowers have full redundancy for one digester. Air demand in aerobic digesters is typically based on an airflow per volume of digester, which is a minimum of 30 SCFM per 1,000 ft³ of digester volume²⁵. The blowers, at 1,600 SCFM, are conservatively sized to provide 37 SCFM per 1,000 ft³ of digester volume. Current air demands are less than this value because the WRF does not operate its digester at full volume.

When the existing blowers are due for replacement, they should be replaced with hybrid blowers. It is recommended that the Ketchum / SVWSD WRF replace the existing digester blowers with hybrid blowers instead of turbo blowers to standardize around one blower technology for the facility. This will help to reduce costs associated with operating and maintaining vastly different systems. Since the aeration basin blowers are much bigger and more expensive, the final blower technology use should be standardized on the selection for the aeration basin blowers.

The variable pressure requirements of aerobic digesters can also be problematic for blowers that do not generate constant-pressure flow like turbos. Turbos struggle to compensate from large pressure swings associated with decanting the digesters, while hybrid blowers have no issues with these pressure swings. Similar to the aeration basin blowers, hybrid blowers have a nearly identical energy consumption at the flow and pressure required for the digesters as turbo blowers.

The blowers for the existing digester will remain located in the existing digester blower building. The future digester blowers will be located in the future dewatering, aeration, and pumping building.

²⁵ Health Research, Inc. (n.d.). Recommended Standards for Wastewater Facilities, 2014 Edition. Retrieved March 14, 2022, from

https://www.broward.org/WaterServices/Engineering/Documents/WWSTenStateStandardsWastewater.pdf

The future digester will be aerated by two duty blowers and one redundant blower. These blowers will be identical to the replacement blowers for the existing digester. The three future digester blowers will be 100-HP hybrid blowers capable of 1,600 SCFM each. Only two blowers will be needed for digester #2.

5.4 Sludge Transfer Pump

The sludge transfer pump is a double-diaphragm pump capable of 200 GPM (288,000 GPD). It is adequately sized for plant buildout conditions and is approximately 10 years old. While double-diaphragm pumps are a reliable technology for suction lifting, especially with sludge and slurry pumping, the lift required for this pump is too great for reliable operation.

When the gravity thickener is demolished, it is recommended that the existing digester blower building is renovated. A new dewatering/blower building will be constructed with a basement. The basement will house a new progressive cavity sludge transfer pump for the existing digester. Progressive cavity pumps are more resistant to wear from pumping solids than other types of positive displacement pumps. Lowering the pump to a basement will aid in reducing the problems associated with the large suction lift.

The future digesters will have progressive cavity sludge transfer pumps in the basement of the future building that will house the future digester blowers. There will be two sludge transfer pumps for the future digesters to provide dedicated pumps to each during normal operation and provide redundancy if one needs to be taken offline.

5.5 Sludge Hauling and Disposal Opportunities

Biosolids management at municipal treatment facilities is regulated by 40 CFR Part 503. This standard establishes pollutant limits, identifies management and monitoring requirements, and outlines operational standards "for the final use or disposal of sewage sludge generated during the treatment of domestic sewage in a treatment works." These standards include multiple methods to meet pathogen and vector attraction reduction requirements for sludge to be land-applied or placed on a surface-level disposal site.

The WRF has two potential methods for final disposal of biosolids. These include continued use of the Ohio Gulch Transfer Station drying beds with final disposal at the Milner Butte Landfill and the operation of a new pilot composting program.

As outlined in 40 CFR Part 503, the primary concerns regarding final biosolid disposal and/or use are as follows:

- Minimizing pathogen content,
- · Reducing vector attraction, and
- Minimizing metals content

5.5.1 Ohio Gulch Drying Beds

Sludge drying beds were developed at the Ohio Gulch Landfill for the purpose of dewatering of liquid municipal biosolids from the Ketchum / SVWSD WRF and the City of Hailey's Woodside WRF. The sludge drying beds are used to naturally dewater solids by the treatment facilities of Ketchum and SVWSD, Hailey, Bellevue, and The Meadows. The remote location of Ohio Gulch provides adequate sunlight, heat, and space to prevent odor problems for drying beds. The landfill was

decommissioned in 2019 and has become the Ohio Gulch Transfer Station. The dewatered biosolids are taken to the Milner Butte Landfill, approximately 115 miles southeast of Ketchum in Burley, Idaho, when the solids reach an adequate level of dryness.

The biosolids are typically dried for up to 8 months in the beds, which result in a solids concentration of 75 to 90 percent. When the solids pass the "paint filter liquids test" (Method 9095B), they are eligible for final landfill disposal. This test method determines the presence of free liquids in a representative sample of waste.

In 2021, the Ketchum / SVWSD WRF reported delivering approximately 248 dry tons of dewatered biosolids to the drying beds at Ohio Gulch. After drying for a year, these biosolids can be expected to be at least 75 percent solids. This equates to approximately 331 tons of solids that would require hauling to final disposal after one year. Table 5-7 provides an estimate on the cost to transfer dried biosolids at the Ohio Gulch Transfer Station to final disposal at the Milner Butte Landfill if the WRF was required to haul the dried biosolids to the landfill. The WRF currently pays Ohio Gulch to transport dried biosolids to Milner Butte at \$65/ton. While it would be more economical for the WRF to transport themselves, there are currently not enough employees to take on the additional workload.

Table 5-7. Estimated cost to transfer from Ohio Gulch to Milner Butte in 2021

Parameter	Value	Units
Dry Weight	248	tons
Total Weight (75% Solids)	331	tons
Trips per Year	17	trips
Round-Trip Distance	200	miles
Labor and Truck Maintenance	\$3	per mile
Annual Labor and Truck Cost	\$10,200	per year
Tipping Cost (\$16/ton)	\$5,291	per year
Total Annual Cost ¹	\$15,491	per year

¹ Approximately \$50/ton

5.5.2 Composting Pilot Study

Composting is the biological breakdown of organic matter, typically under aerobic conditions, by thermophilic microorganisms. It occurs when the appropriate carbon-to-nitrogen ratio is mixed with an adequate moisture content to encourage microbial growth. These thermophilic bacteria decompose the organic matter in reactions that produce heat, further promoting organic material breakdown. Aerobic conditions are vital to composting to prevent odor generation. Anaerobic conditions promote biological reactions that produce gases such as methane and hydrogen sulfide and create the typical "rotten eggs" odor often associated with raw sewage.

The final composted material can be used for land application as a soil conditioner, nutrient source, natural pesticide, moisture retention additive, and source of humic acids. Compost product can be generated from biosolids, green waste, food waste, or other organic-based wastes. Commercial composting operations typically operate in windrows, static aerated piles, or in-vessel. Figure 5-9 is a picture of a windrow turner in operation provided by Winn's Compost.



Figure 5-9. Windrow turning at Winn's Compost

To understand the feasibility and operating cost and effort of composting biosolids produced by the treatment facilities that use the Ohio Gulch drying beds, the cities of Hailey and Ketchum/SVWSD are participating in a composting pilot study with Winn's Compost, a local Wood River Valley composting company, to produce compost that meets Class A EQ standards, as outlined in 40 CFR Part 503. EQ is used to describe biosolids that meet low-pollutant and Class A pathogen reduction limits and that have a reduced level of degradable compounds to attract vectors. This goal of this pilot study is to provide an alternative biosolid end-use to the Ohio Gulch drying beds and the Milner Butte Landfill for the treatment facilities that provides a beneficial use.

Pathogens are generally described as organisms that can directly or could indirectly cause "death, disease, behavioral abnormalities, cancer, genetic mutations, physiological malfunctions, or physical deformations" in organisms. Pathogens in municipal biosolids can commonly be total coliforms, viruses, and other similar organisms. Vector attraction is a characteristic of sludge that can attract organisms capable of carrying pathogens, such as rodents, flies, and mosquitoes.

Once the regulations are met, EQ biosolids are considered a product that has very few restrictions on its use. However, until the EQ quality is achieved, each facility is liable for proper management and monitoring of the biosolids. Biosolids produced to meet Class A EQ standards must meet the ceiling concentration limits and the pollutant concentration limits as shown in Table 5-8.

Table 5-8. Class A EQ biosolid pollutant limits

Pollutant	Ceiling Concentration Limits for All Land-Applied Biosolids (mg/kg)	Pollutant Concentration Limits for EQ Biosolids (mg/kg)
Arsenic	75	41
Cadmium	85	39
Copper	4,300	1,500
Lead	840	300
Mercury	57	17
Molybdenum	75	-
Nickel	420	420
Selenium	100	100
Zinc	7,500	2,800
Applies to:	All biosolids that are land- applied	Bulk biosolids and bagged biosolids
From Part 503	Table 1, Section 503.13	Table 3, Section 503.13

mg/kg = milligrams per kilogram, EQ = exceptional quality ¹dry weight. Source: EPA 1994.

To be considered Class A compost, the product must meet the following criteria for pathogen reduction at the time of preparation for sale or final disposal:

- The density of fecal coliforms must be less than 1,000 most probable number (MPN) per gram of total solids (dry-weight basis), OR
- The density of *Salmonella* sp. Bacteria in the biosolids must be less than 3 MPN per 4 grams of total solids (dry-weight basis)

These pathogen requirements must meet or exceed the milestones outlined in 40 CFR Part 503. Using the windrow composting method, which is currently being used at Winn's Compost for the City of Hailey's composting pilot study, the temperature of the biosolids must be maintained at 55°C or higher for at least 15 days if using windrows. The windrow must be turned at least five times during this span. The 15-day detention time at temperature can be reduced to 3 days with a static aerated pile.

Composting requirements outlined above are put in place to provide adequate pathogen reduction. Part 503 also requires adequate vector attraction reduction and presents 12 options to do this. The first eight alternatives provide adequate vector attraction reduction for Class A EQ standards and must be must concurrently with the pathogen reduction requirements. Composting operations typically adhere to Option 5, which requires the use of aerobic processes at greater than 40°C for at least 14 days, since using the windrow composting method provides the vector attraction reduction requirements without additional labor. Figure 5-10 provides a process flow diagram for the pilot study.

5.5.3 Land Application

The third alternative biosolid disposal opportunity the Ketchum / SVWSD WRF could take advantage of is disposal via land application. As discussed in Section 3.8.6, land application essentially only varies from composting in that the biosolids treatment occurs on-site at the WRF rather than at a composting facility.

The WRF does not have the capacity or dewatering equipment available currently to produce biosolids capable of meeting beneficial reuse requirements. The facility will have sufficient capacity to produce Class B biosolids on-site during average annual conditions, but not at peak month conditions by the end of the planning period.

5.5.4 Biosolids End-Use Recommendation

High-quality beneficial biosolids reuse by composting is recommended. It is a low-cost method of disposal with minimum investment. The results of the composting pilot study will further determine the feasibility. Once the WRF upgrades its dewatering system, Winn's Compost will be able to efficiently handle the biosolids produced at the WRF.

The Ohio Gulch drying beds, with disposal at the Milner Butte Landfill, will remain as the primary disposal method for biosolids until composting is proven to be successful. The drying beds will remain available to the WRF in the event that either the composting pilot study fails or Winn's Compost operations must be taken offline for any reason.

As discussed in Section 1.4.7, the one caveat to beneficial use of biosolids by composting is the emerging constituents of concern, perfluoroalkyl and polyfluoroalkyl substances (PFAS). The chemicals are currently still under investigation with regards to exposure risks, harm to the environment, how to treat the chemicals, and how to regulate the chemicals.

Until more research and a final determination is made by EPA the composting alternative should be advanced. The composting alternative does not have a substantial capital investment (none is included in this FPS). As composting is further considered and any agreements are developed with the composter, the potential for discontinuing should be understood by all parties.

5.6 Upgrades Summary

Figure 5-11 shows the plant buildout layout and Figure 5-12 shows the buildout process flow schematic.

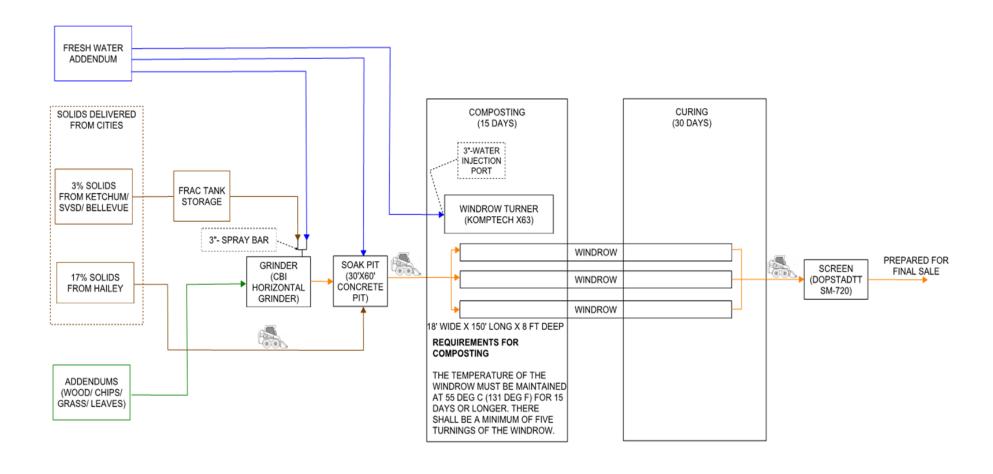


Figure 5-10. Composting pilot study process flow diagram



FIGURE 5-11. FUTURE PLANT LAYOUT

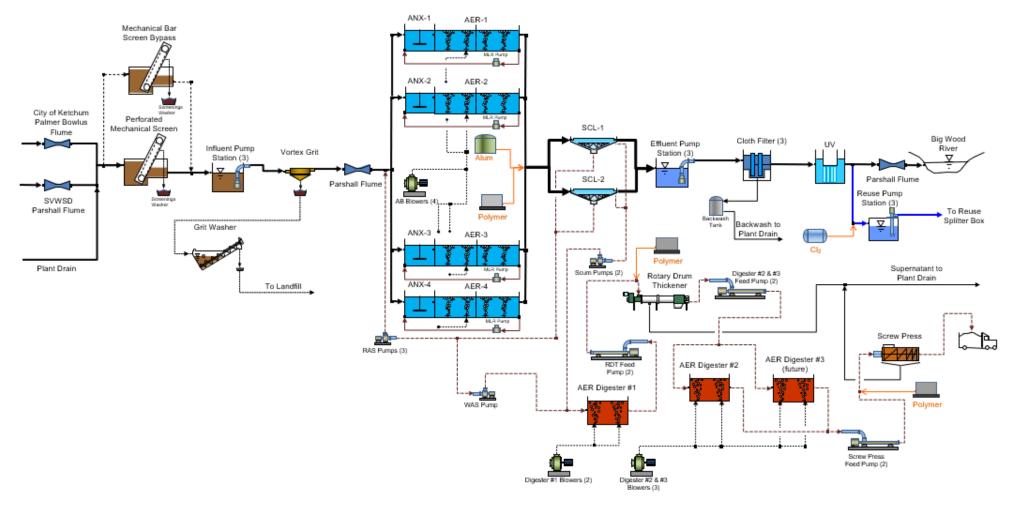


Figure 5-12. Future flow schematic

ANX= anoxic basin; AER=aerobic basin; SCL=secondary clarifier; UV=ultraviolet; RDT=rotary drum thickener

6 Electrical Infrastructure, Support Facilities, and Staffing

6.1 Introduction

There are three primary support functions for the WRF:

- Sustainability
- Electrical Infrastructure
- Administration/Laboratory services
- Maintenance services

The purpose of this section is to evaluate the existing facilities and provide a plan to meet current and future needs.

The existing facilities do not provide adequate working space for the staff's present workload, and sections of the facilities need to be updated to meet staff needs and improve working conditions. Moreover, the WRF will continue to expand to meet the wastewater demands of the community. To accommodate the growth of the plant, the support services will also require expansion.

The DEQ plant classification worksheet is used to determine the required level of training needed to operate the plant. The worksheet is located in Appendix C. For this WRF, the required staff, based on EPA and DEQ requirements, is a core staff of a Class IV operator and Class IV backup operator. Total staffing should include a superintendent certified at Wastewater Class IV, one lead operator certified at Wastewater Class IV, one operator certified at Wastewater Class II or II, two assistant operators certified at Class I or higher, one person able to perform normal mechanical and/or electrical maintenance, one lab technician, and a part-time administrative assistant.

6.2 Electrical and Controls Infrastructure

The following improvements are recommended in addition to those identified in Sections 4 and 5 above:

6.2.1 Electrical

The existing engine-generator was installed in 2004 and has an asset life of approximately 20-25 years. The engine-generator should be replaced by 2029. Note, the increased load associated with the recommended process improvements (particularly aeration) can create generator loading concerns unless the aeration blowers (and other new motor loads) can be controlled via VFD with appropriate harmonic filtering to limit motor starting voltage transients.

As of June 2022, the delivery time for a pad mounted transformer is up to 52 weeks, which would put the WRF in an untenable position should the existing 2,500-kVA transformer unexpectedly fail. It is recommended the City immediately purchase a spare transformer to have readily available. Note, a considerably smaller (and less expensive) transformer can be purchased based on the expected peak electrical demand of 500-kW. It is recommended that either a 750-kVA or 1000-kVA (whichever is most available during time of purchase) be immediately purchased and stored at a non-corrosive location within the WRF plant.

6.2.2 Controls

Recommend continuing monitoring the lifecycle status of the 1756 ControlLogix PLC platform but expect that it will need to be replaced two times within the 2042 planning period (between years 2025-2030 and again between 2035-2040).

6.3 Staffing and Administrative Services

Table 6-1 presents the current wastewater staff and an estimate of the staff required at plant buildout. The current operations staff provides many services besides operating the plant. For example, an operator often must also be an electrician, maintenance person, or laborer. As the plant grows, there will be a higher demand on the operators' skills and a higher demand for electrician, maintenance, and laborer skills. Thus, it will be beneficial and cost-effective to add staff whose jobs are more specialized in these areas of expertise, allowing the operators to better focus their attention on producing high-quality effluent.

6.3.1 Standby/Emergency Staffing

DEQ requires that a certified operator must always be the responsible charge (RC) of the system while the system is in operation. The RC is an operator who is certified at a class equal to or greater than the classification of the wastewater system. The RC must be actively on site and/or on call daily. The RC takes responsibility for decisions about operations, maintenance, water quality, and public health issues. The WRF currently has three Class IV or higher operators.

Table 6-1. Staffing estimates for the wastewater department

Wastewater Staff	Current	Plant Buildout
Superintendent	1	1
Lab Technician ¹	1	1
Operators	2	2
Operator/Maintenance	2	3
Electrician/Controls	0	1
Front Office	0.5	0.5
Summer Maintenance Assistant	0	0.5
Collections ²	0.5	1
Total	7	10

¹ Also a Class III or higher operator

There is one employee dedicated to maintaining the Ketchum sanitary collection system. However, regarding both safety and efficiency, many of the maintenance and inspection tasks on the collection system require two people. As such, a second employee is assigned during summer and special maintenance activities. The second employee will be required as the plant grows and for the safety and efficiency of the collection crew.

The plant is currently manned approximately 8 hours per day. It is not anticipated that additional shifts would be required in the future to operate the processes selected. The design of the alarm system considers the plant does not always have an operator onsite during the night.

The WRF standby system operates with one wastewater operator on call from 3:30 PM to 7:30 AM, Monday through Friday. During weekend operation, an operator will perform daily testing and

²Ketchum and SVWSD collections are separate

complete a full plant walkthrough from 7:00 AM to 10:00 AM. One of the Class IV operators is always available to act as the RC when needed.

6.4 Site Buildings

The existing facilities provide adequate working space for the staff's present workload. But as upgrades are incorporated into the WRF, sections of the facilities will need to be updated to meet staff needs.

6.4.1 Collections Jet Truck and Maintenance Garage

The Ketchum collection staff person is based alongside the wastewater staff. Ketchum and SVWSD share a sewer jet truck for collection system maintenance. The jet truck is a substantial investment and frequently is required for emergency collections situations that can occur in the winter. Therefore, it is necessary to provide indoor heated storage. The current jet truck uses a garage stall in the operations building but the recently purchased jet truck will not fit in this space.

To solve the jet truck storage problem, it is recommended to move the truck to the current sludge loading building once a new dewatering building is constructed. This will open the space in the operations building for additional maintenance area. The WRF also recently purchased a utility tractor to be used for miscellaneous work across the facility. The primary function of the tractor during the winter is snow removal. This is another vehicle that will take up space in the operations building garage.

6.4.2 Locker Room

There is currently one locker room/restroom that is shared by male and female employees. A second restroom with shower can be constructed in the operations building once the jet truck is moved and the maintenance area is expanded into the garage stall.

6.4.3 Laboratory Services

The existing laboratory has the necessary equipment and storage to perform routine analysis required by the current permits. There are some specialized procedures, such as bioassays, that are typically sent to laboratories suited for this purpose.

6.5 Miscellaneous Building Improvements

Besides increasing the working area of the plant, the current buildings also require maintenance. Exterior Finish Insulation System (stucco) repair is needed as the buildings age (screening building, grit building, aeration blower building, alum building, filter building, UV disinfection building, reuse pump building, digester blower building, sludge loadout building, and office/lab building). These buildings require regular maintenance to maintain outward appearance conforming to an agreement with neighbors.

The current central administration building located at the plant entrance gate is not connected to the standby power system. This building should be electrically connected to keep the full plant facility operational during emergency situations.

After the buildings have been upgraded, the parking lot needs to be resurfaced. Since the parking lot is made of asphalt, resurfacing is required occasionally to repair weather damage and normal wear

and tear. It is also necessary to separate the storm water system flowing through the plant grounds from WRF stormwater. Table 6-2 provides an estimate on the cost of building improvements.

Table 6-2. Building and vehicle improvements cost estimation

Project	Cost ¹	Annualized Cost ²	
Parking Lot Repaving	\$1,330,000	\$66,500	
Lab/Ops/Maintenance Remodel	\$1,010,000	\$50,500	
Utility Tractor	\$67,000	\$3,350	
Sewer Cleaning "Vac" Truck	\$450,000	\$22,500	
Total	\$2,857,000	\$142,850	

¹ Costs are presented in 2022 dollars and are not escalated to year of construction. Also includes contingency. ² Based on 20-year period and assumed 3.0% inflation rate.

7 Implementation Plan

7.1 Cost Summary

This section summarizes the cost associated with the needed future improvements to the Ketchum / SVWSD WRF. All costs presented in this chapter are shown in 2022 dollars and include contingency costs due to the volatile nature of the market. The costs presented in Table 7-1 show the estimated capital cost of the improvements, along with the annualized costs. The annualized costs are based on a 3.0 percent inflation rate over a 20-year evaluation period, as mentioned in Section 1.5.3. The information used for cost estimates is found in Appendix D.

Table 7-1. Improvement cost summary

Project	Capital Cost ¹	Annualized Cost ²
Aeration Basins - Anoxic and MLR (Nos. 3 & 4)	\$987,000	\$66,342
Aeration Basin Blower Repair	\$65,000	\$4,369
Grit Removal System	\$1,015,000	\$68,224
Aeration Basin Upgrades (Nos. 1 & 2)	\$2,140,000	\$143,842
Rotary Drum Thickener & Dewatering Building	\$7,204,000	\$484,222
Remove Digester No. 1 Building and New Flat Covers	\$690,000	\$46,379
Clarifier No. 1 HVAC and Roof Repair	\$183,000	\$12,300
Gravity Thickener & Transfer Building Demo	\$145,000	\$9,746
Digester No. 2	\$2,648,000	\$177,987
Screw Press	\$1,527,000	\$102,638
New & Replacement Digester Blowers	\$1,829,000	\$122,938
Aeration Basin Blowers & Updated Electrical	\$6,626,000	\$445,371
Replace Generator & MCC-3	\$1,263,000	\$84,893
Pump Replacements	\$1,413,000	\$94,976
Replace UV Equipment	\$1,694,000	\$113,863
Upgrade PLC Hardware	\$1,356,000	\$91,144
Upgrade Filter PLC	\$102,000	\$6,856
Digester No. 1 Diffusers	\$250,000	\$16,804
Clarifier Mechanism No. 1 Replacement	\$553,000	\$37,170
Upgrade Dewatering PLC	\$102,000	\$6,856
Misc. Headworks Improvements	\$271,000	\$18,215
Upgrade UV PLC	\$102,000	\$6,856
Clarifier Mechanism No. 2 Replacement	\$454,000	\$30,516
Lab/Ops/Maintenance Remodel	\$1,010,000	\$67,888
Utility Tractor	\$67,000	\$4,503
Sewer Cleaning "Vac" Truck	\$450,000	\$30,247
Parking Lot Repaving	\$1,330,000	\$89,397
Replace VFD's	\$1,564,000	\$105,125
Outfall Clearing	\$167,000	\$11,225
Total	\$37,207,000	\$2,500,895

¹Costs are presented in 2022 dollars and are not escalated to year of construction. Also includes contingency.

²Based on 20-year period and assumed 3.0% inflation rate

MLR=mixed liquor recycle; HVAC=heating, ventilation, and air conditioning; UV=ultraviolet; SCADA=supervisory control and data acquisition system; PLC=programmable logic controller

7.1.1 Cost Breakdown

The magnitude of the improvements may require a need to prioritize. The improvements can be broken into critical process areas and non-critical infrastructure issues. If a need arises that requires tight budgeting, then the process should be considered first, as the delay of these items impacts treatment performance and possibly permit compliance. Table 7-3 separates the improvements into process "near-term" (2022-2032), process "long-term" (2032-2042), and ancillary.

7.1.2 Operations and Maintenance

O&M costs can make up a large part of the annual budget, making it important to plan for future increases. Summarized in Table 7-2 is the 2021-2022 O&M expenditures and costs. Also shown in the table are the estimated 2042-2043 O&M costs in 2022 dollars for purpose of comparison. The future estimates are based on staffing requirements discussed in Section 6.3 and flow, load, and maintenance requirements discussed throughout the plan.

Table 7-2. O&M cost summary

Item	Unit Cost Units		2021-2022	2042-2043 ¹	
Labor (including benefits)	\$51.07	per hour	\$637,354	\$1,168,482	
Power (including demand and basis charges)	\$0.063	\$0.063 per kWh		\$236,025	
Alum (17% Al2O3)	\$472	per dry ton	\$7,772	\$12,808	
Polymer	\$4,900	per ton	\$24,108	\$39,727	
Cloth Filter Replacement	\$60,000	every 10 years	\$6,000	\$6,000	
Sodium Hypochlorite (12.5% NaClO)	\$806	per tote (330 gal)	\$6,574	\$10,833	
Solids Hauling to Ohio Gulch Drying Beds	\$3.00	per mile	\$19,062	\$4,443	
Solids Disposal to Milner Butte Landfill	\$65	per ton	\$21,493	\$28,826	
		Total	\$834,925	\$1,507,143	

¹Costs are presented in 2022 dollars to provide a comparison

7.2 Implementation

The timing of improvements included in this plan is based on a phased approach that has worked well for the WRF in the past. When improvements are implemented, the goal is to make updates or modifications at the timing that matches the need; be it due to permit changes, system capacity, or equipment age. The estimated timing for the improvements in 10-year increments is shown in Table 7-3. The estimated upgrades project schedule on an annual basis is shown in Table 7-4. The costs shown in Table 7-4 are escalated to the projected year of construction. The Project Cost (2022 dollars) column is shown for comparison to the previous cost tables in this FPS.

Table 7-3. Upgrade categories

Table 7 of Opgrade outegories				
Project	Capital Cost ¹	Annualized Cost ²		
Process Near-Term (202	i i	A 40 0 T 0		
Aeration Basins - Anoxic and MLR (Nos. 3 & 4)	\$987,000	\$49,350		
Aeration Basin Blower Repair	\$65,000	\$3,250		
Grit Removal System	\$1,015,000	\$50,750		
Aeration Basin Upgrades (Nos. 1 & 2)	\$2,140,000	\$107,000		
Rotary Drum Thickener & Dewatering Building	\$7,204,000	\$360,200		
Remove Digester No. 1 Building and New Flat Covers	\$690,000	\$34,500		
Clarifier No. 1 HVAC and Roof Repair	\$183,000	\$9,150		
Gravity Thickener & Transfer Building Demo	\$145,000	\$7,250		
Digester No. 2	\$2,648,000	\$132,400		
Screw Press	\$1,527,000	\$76,350		
New & Replacement Digester Blowers	\$1,829,000	\$91,450		
Aeration Basin Blowers & Updated Electrical	\$6,626,000	\$331,300		
Pump Replacements ³	\$706,500	\$35,325		
Replace UV Equipment	\$1,694,000	\$84,700		
Upgrade PLC Hardware	\$1,356,000	\$67,800		
Upgrade Filter PLC	· · · · · · · · · · · · · · · · · · ·			
	\$102,000	\$5,100		
Digester No. 1 Diffusers	\$250,000	\$12,500		
Clarifier Mechanism No. 1 Replacement	\$553,000	\$27,650		
Upgrade UV PLC	\$102,000	\$5,100		
Replace VFD's	\$782,000	\$39,100		
Outfall Clearing ⁴	\$83,500	\$4,175		
Subtotal	\$30,688,000	\$1,534,400		
Process Long-Term (20		CO 450		
Replace Generator & MCC-3 Pump Replacements ³	\$1,263,000	\$63,150		
Upgrade Dewatering PLC	\$706,500 \$102,000	\$35,325 \$5,100		
Misc. Headworks Improvements	\$271,000	\$13,550		
Clarifier Mechanism No. 2 Replacement	\$454,000	\$22,700		
Replace VFD's	\$782,000	\$39,100		
Outfall Clearing ⁴	\$83,500	\$4,175		
Subtotal	\$3,662,000	\$183,100		
Ancillary				
Parking Lot Repaving	\$1,330,000	\$66,500		
Lab/Ops/Maintenance Remodel	\$1,010,000	\$50,500		
Utility Tractor	\$67,000	\$3,350		
Sewer Cleaning "Vac" Truck	\$450,000	\$22,500		
Subtotal	\$2,857,000	\$142,850		
Total	\$37,207,000	\$1,860,350		

¹Costs are presented in 2022 dollars and are not escalated to year of construction. Also includes contingency.

²Based on 20-year period and assumed 3.0% inflation rate

³Pump replacements split in four installments- two short-term, two long-term.

⁴Two outfall clearings in planning period- one short-term, one long-term.

MLR=mixed liquor recycle; HVAC=heating, ventilation, and air conditioning; UV=ultraviolet; SCADA=supervisory control and data acquisition system; PLC=programmable controller logic

Table 7-4. Upgrade project schedule

Project	Project Cost (2022 Dollars)	2022	2023	2024	2025	2026	2027	2028-2032	2033-2037	2038-2042
Aeration Basins - Anoxic and MLR (Nos. 3 & 4)	\$987,000		\$1,016,610							
Aeration Basin Blower Repair	\$65,000	\$65,000	+ //							
Grit Removal System	\$1,015,000	, ,						\$1,324,345		
Aeration Basin Upgrades (Nos. 1 & 2)	\$2,140,000						\$1,240,423	\$1,277,636		
Rotary Drum Thickener & Dewatering Building	\$7,204,000			\$3,821,362	\$3,936,003					
Remove Digester No. 1 Building and New Flat Covers	\$690,000		\$710,700							
Clarifier No. 1 HVAC and Roof Repair	\$183,000			\$194,145						
Gravity Thickener & Transfer Building Demo	\$145,000				\$158,445					
Digester No. 2	\$2,648,000							\$3,355,384		
Screw Press	\$1,527,000					\$1,718,652				
New & Replacement Digester Blowers	\$1,829,000							\$2,249,439		
Aeration Basin Blowers & Updated Electrical	\$6,626,000		\$2,185,660		\$1,849,987		\$1,276,361	\$2,298,097		
Replace Generator & MCC-3	\$1,263,000							\$1,599,931		
Pump Replacements	\$1,413,000						\$409,514	\$474,738	\$550,352	\$638,009
Replace UV Equipment	\$1,694,000							\$2,022,725		
Upgrade PLC Hardware	\$1,356,000					\$1,526,190				
Upgrade Filter PLC	\$102,000		\$105,060							
Digester No. 1 Diffusers	\$250,000							\$326,193		
Clarifier Mechanism No. 1 Replacement	\$553,000							\$743,186		
Upgrade Dewatering PLC	\$102,000								\$149,790	
Misc. Headworks Improvements	\$271,000						\$59,123			\$353,035
Upgrade UV PLC	\$102,000		\$105,060							
Clarifier Mechanism No. 2 Replacement	\$454,000								\$666,714	
Lab/Ops/Maintenance Remodel	\$1,010,000								\$1,398,076	
Utility Tractor	\$67,000	\$67,000								
Sewer Cleaning "Vac" Truck	\$450,000	\$450,000								
Parking Lot Repaving	\$1,330,000					\$748,463				\$1,201,064
Replace VFD's	\$1,564,000							\$933,749		\$1,254,880
Outfall Clearing	\$167,000					\$93,980			\$126,301	
Total 2022 Cost (including 3.0% inflation) ¹ 1 Total cost accounting for 3.0% inflation: \$44,681,400	\$37,207,000	\$582,000	\$4,123,090	\$4,015,507	\$5,944,435	\$4,087,285	\$2,985,421	\$16,605,423	\$2,891,234	\$3,446,989

¹Total cost accounting for 3.0% inflation: \$44,681,400 MLR=mixed liquor recycle; HVAC=heating, ventilation, and air conditioning; UV=ultraviolet; SCADA=supervisory control and data acquisition system; PLC=programmable logic controller

7.3 Project Financing

The City of Ketchum and the SVWSD jointly bear the cost of operation and maintenance for the WRF. The capital costs for upgrades at the WRF are split evenly between the two entities, and O&M costs are split based on the fraction of total plant hydraulic inflow contributed by each party. Currently, the flow is split approximately 55 percent from the City of Ketchum and 45 percent from the SVWSD.

The funding options that have been identified are available to cities to help pay for infrastructure improvements. In general, these options can be categorized as follows: growth fees, user rates, grants, and loan programs.

The Idaho State Legislature has developed statutes that allow communities to attach a price to new growth and development through the implementation of impact fees (Idaho Code § 67-8201). The law allows government entities to charge a developer for a "proportionate share" of the cost of public facilities impacted by residential, commercial, and industrial development. The calculation of the proportionate share must be based on a planning study that includes a comprehensive land use plan, a capital improvements plan, and a cash flow analysis. Typically, the money must be spent on the specific project it was collected for within 8 years of the collection, but wastewater facilities are allowed 20 years (Idaho Code § 67-8201).

The current sewer impact fee is \$3,100 and \$2,921 per residential equivalent connection for the SVWSD and City of Ketchum, respectively.

Government entities may also charge an "equity buy-in" fee for customers to connect to the system. This fee accounts for the demand the new connection will place on the system and the depreciated replacement value of the system at the time of the connection. The funds collected from this fee should be held in a separate account and can only be used for replacement of wastewater system components. The recommended charges are based on audited financial information and estimated system capacities. The methodology to calculate these charges are based on Idaho case law (Loomis v. Hailey).

7.3.1 Rate Structure

A sewer rate is based on the principle that total revenue shall be obtained from users and nonusers (properties) who use, need, and benefit from the facilities are provided in proportion to the cost. The current Ketchum and Sun Valley connections and quarterly user rates are shown in Table 7-5.

Table 7-5. User rates summary

Item	Ketchum	SVWSD	Total
Connections ¹	2,089	2,792	4,881
Average Monthly Rate per Connection	\$39.12	\$23.00	-
Average Quarterly Revenue	\$245,165	\$192,648	\$437,813
Average Yearly Revenue	\$980,660	\$770,592	\$1,751,252

¹Total connections as of 2022

The total cost to complete the improvements at the WRF, with capital costs escalated to account for 3 percent inflation, is estimated to be \$46,681,400. Based on the wastewater revenue identified in Table 7-5, and the operating costs in Table 7-2, the City of Ketchum and the SVWSD are able to fund a portion of its capital projects based on the difference between revenue and the typical

operating costs (approximately \$1,750,000 in revenue estimated for fiscal year 2022 with an estimated operating cost of \$834,925 for fiscal year 2022). The entities will not be able to provide funds for all the capital projects identified in Chapter 7 with constant user rates and connection fees for the next 20 years. Added revenue is necessary for future projects within the planning period.

The \$37.2 million (2022 dollars) identified in project cost consists of both upgrades and replacements to extend the lifespan of existing equipment and upgrades to accommodate future growth. Therefore, some project timelines are based on equipment design life, while some projects can be delayed until required by future growth. This allows the City of Ketchum and SVWSD to collect revenue through user rates, impact fees, and connections fees over time, so projects can be constructed using reserve funds instead of bonding. The growth in Ketchum is anticipated to add 540 connections, or a growth rate of 1.14 percent, by 2042. The growth in Sun Valley is anticipated to add 1,475 connections, or a growth rate of 2.14 percent, by 2042.

The structuring of sewer rates can take numerous forms. Some communities use a base rate with a demand charge. The demand charge is based on winter water usage to estimate the water entering the sewer system. Some communities base the rates completely on usage and have tiers of rates based on tiers of water use. Still other communities use a base rate without consideration of flow.

Monthly rates for several neighboring cities plus other similar sized Idaho cities are shown below:

- Hailey (water use related) \$59.37 (5,000 gallon/month), \$49.11 (4,000 gallons/month)
- Bellevue \$85.86
- Jerome \$70.00
- Rupert \$56.91
- Heyburn \$65.61
- Burley \$45.50
- McCall \$60.00 (2,000 3,000 gallons), \$70.00 (3,000 4,000 gallons)

The City of Ketchum can generate sufficient revenue for the capital costs and share of operating costs by increasing user rates annually at an average rate of 3.8 percent, assuming connection fees are not increased. This will also leave the City with an operating wastewater budget of approximately \$1,000,000 to be used as a reserve fund for unexpected costs, such as repairs for premature equipment failure. The monthly user rate using a 3.8 percent annual increase begins at \$39.12 (in 2022) and ends at \$72.51 (in 2042). Figure 7-1 provides a visual representation of the planning period cash flows for the City of Ketchum.

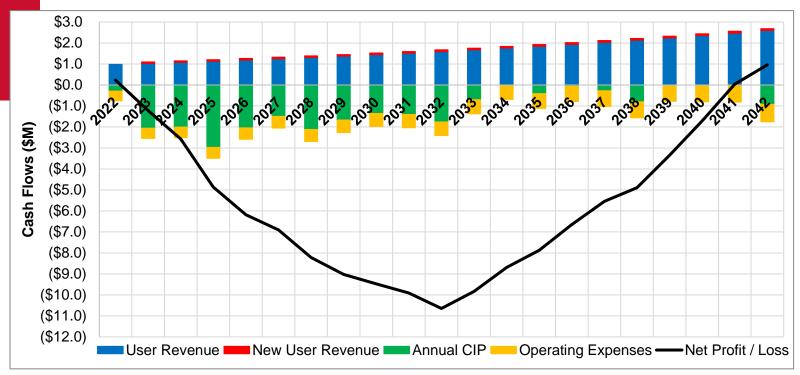


Figure 7-1. City of Ketchum wastewater cash flows

The SVWSD can generate sufficient revenue for the capital costs and share of operating costs by increasing user rates annually at an average rate of 3.4 percent, assuming connection fees are not increased. The SVWSD has contemplated increasing connection fees to reduce the required rate increase- if the SVWSD increases connection fees by 2.5 percent annually, then the user rates would only have to be increased at an average rate of 3.0 percent. Both alternatives will leave the SVWSD with approximately \$1,000,000 in the wastewater budget for unexpected costs by the end of the planning period. The monthly user rate using a 3.0 percent annual increase begins at \$23.00 (in 2022) and ends at \$41.14 (in 2042). The new user connection fee using a 2.5 percent annual increase begins at \$3,100 (in 2022) and ends at \$5,080 (in 2042). Figure 7-2 provides a visual representation of the planning period cash flows for the SVWSD with both connection fee and user rate increases.

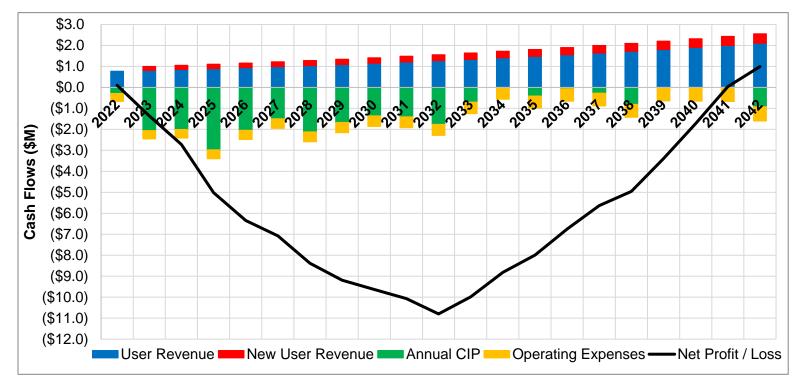


Figure 7-2. SVWSD wastewater cash flows

These alternatives would require both entities to take debt in 2023 to begin the substantial projects during the first 10 years. With a reasonable annual increase in rates (3-4 percent), the loans could be paid off by the end of the planning period (2042). This revenue plan is an example to illustrate the magnitude of rate increases needed to upgrade the plant through the planning period. The final financial plan will require adjustment to mesh the revenue generation with the upgrade schedule and is outside the scope of this document. A detailed rate study should be conducted to make a more accurate assessment of user rate adjustments required to fund the planning period projects.

7.3.2 Grant Programs

Non-growth-related costs can be financed through loans and/or grants. Ketchum and SVWSD can consider making applications for financing of the proposed improvements, including both loans and grants, to minimize the costs to the community. Potential sources of funding include the DEQ Revolving Loan Fund or U.S. Department of Commerce Economic Development Agency (USDA-RD) loans and grants, or Department of Commerce Economic Development Administration Grants.

The Idaho Community Development Block Grant program (ICDBG) assists Idaho cities and counties under 50,000 residents with the development of needed public infrastructure and housing in an effort to support local economic diversification and growth. The program is administered by the Department of Commerce and Labor Division of Community Development.

For a city to be eligible for such grants, the community must be generally economically depressed. Therefore, the communities of Ketchum and Sun Valley would not qualify for such grants.

7.3.3 Loan Programs

General Obligation Bonds

Ketchum or SVWSD can issue general obligation bonds to finance the construction of sewer system improvements. Such bonds are secured by the city and are subject to voter approval by two thirds majority. General obligation bonds are typically the strongest security that a community can offer bondholders, and consequently, result in the lowest overall interest cost.

Revenue Bonds

Under Idaho Code, Ketchum or SVWSD can issue revenue bonds to finance the construction of sewer system improvements. Revenue bonds are secured by a pledge of revenues collected from enterprise operations such as water or sewer utilities. These bonds are subject to voter approval by simple majority and typically require the creation of a bond reserve fund. When pursuing revenue bonds, the borrowers should be aware that covenants will be established that obligate the borrower to maintain and operate the utility system in a specified manner as long as bonds are outstanding. Interest rates on a revenue bond issue will reflect the overall financial strength of the utility.

State Revolving Loan Fund (SRF)

DEQ administers the State Revolving Loan Fund program. Loans are provided below market rate interest to Idaho communities to build new or repair existing wastewater treatment facilities. The loans can also be issued to help communities fund facility planning, project design, and construction.



A

NPDES Permit

Permit No.: ID0020281 Page 1 of 28

United States Environmental Protection Agency Region 10 1200 Sixth Avenue Suite 900 Seattle, Washington 98101-3140

Authorization to Discharge Under the National Pollutant Discharge Elimination System

In compliance with the provisions of the Clean Water Act, 33 U.S.C. §1251 *et seq.*, as amended by the Water Quality Act of 1987, P.L. 100-4, the "Act",

The City of Ketchum 110 A River Ranch Road Ketchum, ID 83340

is authorized to discharge from the Ketchum/Sun Valley Wastewater Treatment Plant located in Ketchum, Idaho, at the following location(s):

Outfall	Receiving Water	Latitude	Longitude
001	Big Wood River	43° 40′ 8″	114° 21' 7"

in accordance with discharge point(s), effluent limitations, monitoring requirements and other conditions set forth herein.

This permit shall become effective August 1, 2012.

This permit and the authorization to discharge shall expire at midnight, July 31, 2017.

The permittee shall reapply for a permit reissuance on or before February 1, 2017 if the permittee intends to continue operations and discharges at the facility beyond the term of this permit.

Signed this 22nd day of June 2012.

/s/
Michael A. Bussell, Director
Office of Water and Watersheds

Page 2 of 28

Schedule of Submissions

The following is a summary of some of the items the permittee must complete and/or submit to EPA during the term of this permit:

Item 1. Discharge Monitoring Reports (DMR)	Due Date DMRs are due monthly and must be postmarked on or before the 10^{th} day of the month following the monitoring month.
Quality Assurance Plan (QAP)	The permittee must provide EPA and IDEQ with written notification that the Plan has been developed and implemented by January 31, 2013 (see Part II.B). The Plan must be kept on site and made available to EPA and IDEQ upon request.
3. Operation and Maintenance (O&M) Plan	The permittee must provide EPA and IDEQ with written notification that the Plan has been developed and implemented by January 31, 2013 (see Part II.A). The Plan must be kept on site and made available to EPA and IDEQ upon request.
4. NPDES Application Renewal	The application must be submitted by February 1, 2017 (see Part V.B).
5. Surface Water Monitoring Report	For parameters for which quarterly sampling is required, surface water monitoring results must be submitted to EPA and IDEQ with the DMRs for the last month of the quarter in which the sampling occurred. For temperature, surface water monitoring results for April and May must be submitted to EPA and IDEQ with the July DMR (due August 10th), and results for June – October must be submitted to EPA and IDEQ with the December DMR (due the following January 10th) (see Part I.D.10).
7. Twenty-Four Hour Notice of Noncompliance Reporting	The permittee must report certain occurrences of noncompliance by telephone within 24 hours from the time the permittee becomes aware of the circumstances. (See Parts III.G and I.B.2.)
8. Emergency Response and Public Notification Plan	The permittee must develop and implement an overflow emergency response and public notification plan. The permittee must submit written notice to EPA and IDEQ that the plan has been developed and implemented by January 31, 2013 (see Part II.D).

Table of Contents

Sche	dule of Submissionsdule of Submissions	2
I. I	Limitations and Monitoring Requirements	5
A.	Discharge Authorization	5
B.	Effluent Limitations and Monitoring	
C.	Whole Effluent Toxicity Testing Requirements	7
D.	Surface Water Monitoring	
II.	Special Conditions	12
A.	Operation and Maintenance Plan	12
B.	Quality Assurance Plan (QAP)	13
C.	Control of Undesirable Pollutants and Industrial Users	13
D.	Emergency Response and Public Notification Plan	14
III.	Monitoring, Recording and Reporting Requirements	15
A.	Representative Sampling (Routine and Non-Routine Discharges)	
B.	Reporting of Monitoring Results	
C.	Monitoring Procedures	
D.	Additional Monitoring by Permittee	
E.	Records Contents	
F.	Retention of Records	
G.	Twenty-four Hour Notice of Noncompliance Reporting	
Η.	Other Noncompliance Reporting	
I.	Public Notification	
J.	Notice of New Introduction of Toxic Pollutants	18
IV.	Compliance Responsibilities	19
A.	Duty to Comply	19
В.	Penalties for Violations of Permit Conditions	
C.	Need To Halt or Reduce Activity not a Defense	
D.	Duty to Mitigate	
Ε.	Proper Operation and Maintenance	
F.	Bypass of Treatment Facilities	
G.	Upset Conditions	
Н.	Toxic Pollutants	
I.	Planned Changes	
J. K.	Anticipated Noncompliance	
V.	General Provisions	
	Permit Actions	
A. B.	Duty to Reapply	
В. С.	Duty to Provide Information	
D.	Other Information	
E.	Signatory Requirements	
	~-o	— ·

Page 4 of 28

VI.	Definitions	26
J.	State Laws	26
	Transfers	
	Property Rights	
	Inspection and Entry	
F.	Availability of Reports	25

Permit No.: ID0020281 Page 5 of 28

I. Limitations and Monitoring Requirements

A. Discharge Authorization

During the effective period of this permit, the permittee is authorized to discharge pollutants from the outfalls specified herein to the Big Wood River, within the limits and subject to the conditions set forth herein. This permit authorizes the discharge of only those pollutants resulting from facility processes, waste streams, and operations that have been clearly identified in the permit application process.

B. Effluent Limitations and Monitoring

1. The permittee must limit and monitor discharges from outfall 001 as specified in Table 1, below. All figures represent maximum effluent limits unless otherwise indicated. The permittee must comply with the effluent limits in the tables at all times unless otherwise indicated, regardless of the frequency of monitoring or reporting required by other provisions of this permit.

Table 1: Effluent Limitations and Monitoring Requirements							
Effluent Limitations					Monitoring Requirements		
Parameter	Units	Average Monthly Limit	Average Weekly Limit	Maximum Daily Limit	Sample Location	Sample Frequency	Sample Type
Flow	mgd	Report	_	Report	Effluent	continuous	recording
Temperature (April – October)	°C	Report	_	Report	Effluent	continuous	recording
Temperature (November – March)	°C	Report	_	Report	Effluent	5/week	grab
	mg/L	30	45	_	Influent &	1/week	24-hr. comp.
Biochemical Oxygen	lb/day	505	760	_	Effluent	1/week	calculation
Demand (BOD ₅)	% removal	85% (min)	_	_	% removal	1/month	calculation ³
	mg/L	30	45	—	Influent &		24-hr. comp.
Total Suspended Solids	lb/day	275	542	_	- Effluent	2/week	calculation
(TSS)	lb/day	Annual Average Limit: 145 lb/day ⁴			Efficient		calculation ⁴
(155)	% removal	85% (min)	_	_	% removal	1/month	calculation ³
E. coli Bacteria ^{1,2}	#/100 ml	126 (geometric mean)	_	406 (instantaneous maximum)		5/month	grab
E. con Bacteria	CFU/day	19.1 × 10 ⁹ (geometric mean)	_	_	- Effluent		calculation
pН	s.u.	6.2	2 - 9.0 at all	times	Effluent	daily	grab
Total Phosphorus as P	mg/L	1.0	1.5		Effluent	2/week	24-hr. comp.
Total Phosphorus as P	lb/day	9.9	14.9	_	Elliuent	2/week	calculation
Copper, Total Recoverable ²	μg/L	19.2	_	35.1	Effluent	1/rygalr	24-hr. comp.
Copper, Total Recoverable	lb/day	0.64	_	1.17	Elliuent	1/week	calculation
Alkalinity, Total	mg/L as CaCO ₃	Report	_	Report	Effluent	1/quarter	24-hr. comp.
Cadmium, Total Recoverable	μg/L	Report		Report	Effluent	1/quarter	24-hr. comp.
Dissolved Oxygen	mg/L	Report	—	Report	Effluent	1/month	grab
Hardness	mg/L as CaCO ₃	Report		Report	Effluent	1/quarter	24-hr. comp.

Page 6 of 28

Table 1: Effluent Limitations and Monitoring Requirements							
Effluent Limitations			Monitoring Requirements				
Parameter	Units	Average Monthly Limit	Average Weekly Limit	Maximum Daily Limit	Sample Location	Sample Frequency	Sample Type
Mercury, Total	μg/L	Report	_	Report	Effluent	1/quarter	24-hr. comp.
Nitrate plus Nitrite	mg/L	Report	_	Report	Effluent	1/quarter	24-hr. comp.
Oil and Grease	mg/L	Report	_	Report	Effluent	1/quarter	grab
Orthophosphate as P	mg/L	Report	_	Report	Effluent	1/quarter	24-hr. comp.
Total Ammonia as N	mg/L	Report	_	Report	Effluent	1/month	24-hr. comp.
Total Dissolved Solids	mg/L	Report	_	Report	Effluent	1/quarter	24-hr. comp.
Total Kjeldahl Nitrogen	mg/L	Report		Report	Effluent	1/quarter	24-hr. comp.
Zinc, Total Recoverable	μg/L	Report	_	Report	Effluent	1/quarter	24-hr. comp.
NPDES Application Form 2A Expanded Effluent Testing	_	See I.B.7.			Effluent	3x/5 years	_
Whole Effluent Toxicity (WET)	TUc		_	Report	Effluent	See I.C.2.	24-hr. comp.

- 1. The average monthly E. coli bacteria counts must not exceed a geometric mean of 126/100 ml and 19.1×10^9 (19.1 billion) per day based on a minimum of five samples taken every 3-7 days within a calendar month. The number of colony forming units (CFUs) per day must be calculated by multiplying the effluent E. coli concentration (#/100 ml) by the flow rate (mgd) on the day sampling occurred and a conversion factor of 37,854,000 deciliters per million gallons. See Part VI for a definition of geometric mean.
- 2. Reporting is required within 24 hours of a maximum daily limit or instantaneous maximum limit violation. See Parts I.B.2. and III.G.
- 3. The monthly average percent removal must be calculated from the arithmetic mean of the influent concentration values and the arithmetic mean of the effluent concentration values for that month. Influent and effluent samples must be taken over approximately the same time period.
- 4. See I.B.8.
 - 2. The permittee must report within 24 hours any violation of the maximum daily or instantaneous maximum limits for the following pollutants: Total recoverable copper and E. coli. Violations of all other effluent limits are to be reported at the time that discharge monitoring reports are submitted (See III.B and III.H).
 - 3. The permittee must not discharge floating, suspended, or submerged matter of any kind in amounts causing nuisance or objectionable conditions or that may impair designated beneficial uses of the receiving water.
 - 4. The permittee must collect effluent samples from the effluent stream after the last treatment unit prior to discharge into the receiving waters.
 - 5. Minimum Levels. For all effluent monitoring, the permittee must use methods that can achieve a minimum level (ML) less than the effluent limitation. For parameters that do not have effluent limitations, the permittee must use methods that can achieve MLs less than or equal to those specified in Table 2, below. For purposes of reporting on the DMR for a single sample, if a value is less than the method detection limit (MDL), the permittee must report "less than {numeric value of the MDL}" and if a value is less than the ML, the permittee must report "less than {numeric value of the ML}."

Page 7 of 28

Table 2: Maximum MLs for Pollutants Not Subject to Effluent Limitations						
Parameter Units Maximum ML						
Cadmium	μg/L	0.1				
Mercury	μg/L	0.01				
Nitrate + Nitrite as N	mg/L	0.1				
Orthophosphate	mg/L	0.01				
Total Kjeldahl Nitrogen	mg/L	0.1				
Zinc	μg/L	5				

- 6. For purposes of calculating monthly averages, except for E. coli, zero may be assigned for values less than the MDL, and the {numeric value of the MDL} may be assigned for values between the MDL and the ML. If the average value is less than the MDL, the permittee must report "less than {numeric value of the MDL}" and if the average value is less than the ML, the permittee must report "less than {numeric value of the ML}." If a value is equal to or greater than the ML, the permittee must report and use the actual value. The resulting average value must be compared to the compliance level, the ML, in assessing compliance.
- 7. The permittee must perform the effluent testing required by Part D of NPDES application Form 2A (EPA Form 3510-2A, revised 1-99). The permittee must submit the results of this testing with its application for renewal of this NPDES permit. To the extent that effluent monitoring required by other conditions of this permit satisfies this requirement, these samples may be used to satisfy the requirements of this paragraph.
- 8. Annual average effluent limit for TSS:
 - a) The annual average TSS load must not exceed 145 lb/day.
 - b) The annual average TSS load must be calculated as the sum of all TSS daily discharges measured during a calendar year, divided by the number of TSS daily discharges measured during that year.
 - c) The annual average TSS load must be reported on the December DMR, regardless of whether a discharge of pollutants occurs during the month of December.

C. Whole Effluent Toxicity Testing Requirements

The permittee must conduct chronic toxicity tests on effluent samples from outfall 001. Testing must be conducted in accordance with subsections 1 through 7, below.

1. Toxicity testing must be conducted on 24-hour composite samples of effluent. In addition, a split of each sample collected must be analyzed for the chemical and physical parameters required in Part I.B, above, with a required sampling frequency of once per quarter or more frequently, using the sample type required in Part I.B. For parameters for which grab samples are required in Part I.B, grab samples must be taken during the same 24-hour period as the 24-hour composite sample used for the toxicity tests. When the timing of sample collection coincides

Page 8 of 28

with that of the sampling required in Part I.B, analysis of the split sample will fulfill the requirements of Part I.B as well.

- 2. Chronic Test Species and Methods
 - a) For outfall 001, chronic tests must be conducted once per quarter during calendar year 2016. Quarters are defined as January through March, April through June, July through September, and October through December.
 - b) The permittee must conduct the following two chronic toxicity tests on each sample, using the species and protocols in Table 3:

Table 3: Toxicity Test Species and Protocols						
Freshwater Acute Toxicity Tests Species Method						
Fathead minnow 96-hour larval survival and growth test (method 1000.0)	Pimephales promelas	EPA-821-R-02-013				
Daphnid 96-hour survival and reproduction test (method 1002.0)	Ceriodaphnia dubia	EPA-821-R-02-013				

- c) The presence of chronic toxicity must be determined as specified in *Short-Term Methods for Estimating the Chronic Toxicity of Effluents and Receiving Waters to Freshwater Organisms*, Fourth Edition, EPA/821-R-02-013, October 2002.
- d) Results must be reported in TU_c (chronic toxic units), which is defined as follows:
 - (i) For survival endpoints, $TU_c = 100/NOEC$.
 - (ii) For all other test endpoints, $TUc = 100/IC_{25}$.
 - (iii) IC₂₅ means "25% inhibition concentration." The IC₂₅ is a point estimate of the toxicant concentration, expressed in percent effluent, that causes a 25% reduction in a non-quantal biological measurement (e.g., reproduction or growth) calculated from a continuous model (e.g., Interpolation Method).
 - (iv) NOEC means "no observed effect concentration." The NOEC is the highest concentration of toxicant, expressed in percent effluent, to which organisms are exposed in a chronic toxicity test [full life-cycle or partial life-cycle (short term) test], that causes no observable adverse effects on the test organisms (i.e., the highest concentration of effluent in which the values for the observed responses are not statistically significantly different from the controls).

3. Quality Assurance

a) The toxicity testing on each organism must include a series of five test dilutions and a control. The dilution series must include the receiving water concentration (RWC), which is the dilution associated with the chronic toxicity trigger, two dilutions above the RWC, and two dilutions below the RWC. The RWC is 31.4% effluent.

Permit No.: ID0020281 Page 9 of 28

b) All quality assurance criteria and statistical analyses used for chronic tests and reference toxicant tests must be in accordance with *Short-Term Methods for Estimating the Chronic Toxicity of Effluents and Receiving Waters to Freshwater Organisms*, Fourth Edition, EPA/821-R-02-013, October 2002, and individual test protocols.

- c) In addition to those quality assurance measures specified in the methodology, the following quality assurance procedures must be followed:
 - (i) If organisms are not cultured in-house, concurrent testing with reference toxicants must be conducted. If organisms are cultured in-house, monthly reference toxicant testing is sufficient. Reference toxicant tests must be conducted using the same test conditions as the effluent toxicity tests.
 - (ii) If either of the reference toxicant tests or the effluent tests do not meet all test acceptability criteria as specified in the test methods manual, the permittee must re-sample and re-test within 14 days of receipt of the test results.
 - (iii) Control and dilution water must be receiving water or lab water, as appropriate, as described in the manual. If the dilution water used is different from the culture water, a second control, using culture water must also be used. Receiving water may be used as control and dilution water upon notification of EPA and IDEQ. In no case shall water that has not met test acceptability criteria be used for either dilution or control.

4. Reporting

- a) The permittee must submit the results of the toxicity tests with the discharge monitoring reports (DMRs). Toxicity tests taken from January 1 through March 31 must be reported on the May DMR. Toxicity tests taken from April 1 through June 30 must be reported on the August DMR. Toxicity tests taken from July 1 through September 30 must be reported on the November DMR. Toxicity tests taken from October 1 through December 31 must be reported on the DMR for the following February.
- b) The report of toxicity test results must include all relevant information outlined in Section 10, Report Preparation, of *Short-Term Methods for Estimating the Chronic Toxicity of Effluents and Receiving Waters to Freshwater Organisms*, Fourth Edition, EPA/821-R-02-013, October 2002. In addition to toxicity test results, the permittee must report: dates of sample collection and initiation of each test; flow rate at the time of sample collection; and the results of the monitoring required in Part I.B of this permit, for parameters with a required monitoring frequency of once per quarter or more frequently.
- 5. Preparation of initial investigation toxicity reduction evaluation (TRE) workplan: Prior to initiation of the toxicity testing required by this permit, the permittee must submit to EPA a copy of the permittee's initial investigation TRE workplan. This

Permit No.: ID0020281 Page 10 of 28

plan shall describe the steps the permittee intends to follow in the event that chronic toxicity is detected above 3.18 TUc, and must include at a minimum:

- a) A description of the investigation and evaluation techniques that would be used to identify potential causes/sources of toxicity, effluent variability, treatment system efficiency;
- b) A description of the facility's method of maximizing in-house treatment efficiency, good housekeeping practices, and a list of all chemicals used in operation of the facility; and
- c) If a toxicity identification evaluation (TIE) is necessary, who will conduct it (i.e., in-house or other).
- d) The initial investigation TRE workplan must be sent to the following address:

US EPA Region 10 Attn: NPDES WET Coordinator 1200 Sixth Avenue Suite 900 OWW-130 Seattle, WA 98101-3140

- 6. Accelerated testing: If chronic toxicity is detected above 3.18 TUc, the permittee must comply with the following:
 - a) The permittee must implement the initial investigation TRE workplan within 48-hours of the permittee's receipt of the toxicity results demonstrating the exceedance.
 - b) The permittee must conduct six more bi-weekly (every two weeks) chronic toxicity tests, over a 12-week period. This accelerated testing shall be initiated within 10 calendar days of receipt of the test results indicating the initial exceedance.
 - c) The permittee must notify EPA of the exceedance in writing at the address in Part I.C.5.d, above, within 5 calendar days of receipt of the test results indicating the exceedance. The notification must include the following information:
 - (i) A status report on any actions required by the permit, with a schedule for actions not yet completed.
 - (ii) A description of any additional actions the permittee has taken or will take to investigate and correct the cause(s) of the toxicity.
 - (iii) Where no actions have been taken, a discussion of the reasons for not taking action.
 - d) If implementation of the initial investigation workplan clearly identifies the source of toxicity to the satisfaction of EPA (e.g., a temporary plant upset), and none of the six accelerated chronic toxicity tests required under Part I.C.6.b are above 3.18 TUc, the permittee may return to the regular chronic toxicity testing cycle specified in Part I.C.2.a.

Permit No.: ID0020281 Page 11 of 28

7. Toxicity Reduction Evaluation (TRE)

a) If implementation of the initial investigation workplan does not clearly identify the source of toxicity to the satisfaction of EPA, or any of the six accelerated chronic toxicity tests indicate toxicity above 3.18 TUc, then the permittee must begin implementation of the toxicity reduction evaluation (TRE) requirements below. Implementation of the TRE requirements shall begin within 10 calendar days of receipt of the accelerated chronic toxicity testing results demonstrating the exceedance.

- b) In accordance with the permittee's initial investigation workplan and EPA manual EPA 833-B-99-002 (*Toxicity Reduction Evaluation Guidance for Municipal Wastewater Treatment Plants*), the permittee must develop as expeditiously as possible a more detailed TRE workplan, which includes:
 - (i) Further actions to investigate and identify the cause of toxicity;
 - (ii) Actions the permittee will take to mitigate the impact of the discharge and to prevent the recurrence of toxicity; and
 - (iii) A schedule for these actions.
- c) The permittee may initiate a TIE as part of the overall TRE process described in the EPA acute and chronic TIE manuals EPA/600/6-91/005F (Phase I), EPA/600/R-92/080 (Phase II), and EPA-600/R-92/081 (Phase III).
- d) If a TIE is initiated prior to completion of the accelerated testing, the accelerated testing schedule may be terminated, or used as necessary in performing the TIE.

D. Surface Water Monitoring

The permittee must conduct surface water monitoring. Surface water monitoring must start by January 31, 2013 and continue for four years. The program must meet the following requirements:

- 1. Two monitoring station must be established in the Big Wood River at the following locations:
 - a) Above the influence of the facility's discharge, and
 - b) Below the facility's discharge at a point where the discharge and the receiving water are completely mixed.
- 2. The permittee must seek approval of the surface water monitoring stations from IDEQ.
- 3. A failure to obtain IDEQ approval of surface water monitoring stations does not relieve the permittee of the surface water monitoring requirements of this permit.
- 4. To the extent practicable, surface water sample collection must occur on the same day as effluent sample collection.
- 5. Cadmium and zinc must be analyzed as dissolved. Mercury must be analyzed as total recoverable.

Permit No.: ID0020281 Page 12 of 28

6. The flow rate must be measured as near as practicable to the time that other ambient parameters are sampled.

- 7. Samples must be analyzed for the parameters listed in Table 4 and must achieve MDLs that are equivalent to or less than those listed in Table 4. The permittee may request different MDLs. The request must be in writing and must be approved by EPA.
- 8. Composite samples must consist of 3 grab samples, one from each side of the river, and one from the middle of the river.

Table 4: Receiving Water Monitoring Requirements								
Parameter (units)	Sample Frequency	Sample Locations	Sample Type	Maximum MDL				
Alkalinity (mg/L as CaCO ₃)	Quarterly	Upstream	Composite					
Cadmium (µg/L)	Quarterly ¹	Upstream and Downstream	Composite	0.1 mg/L				
Hardness (mg/L as CaCO ₃)	Quarterly ¹	Upstream and Downstream	Composite	_				
Mercury (µg/L)	Quarterly ¹	Upstream and Downstream	Composite	0.01 μg/L				
pH (s.u.)	Quarterly ¹	Upstream	Grab	_				
Temperature, April – October (°C)	Hourly	Upstream and Downstream	Recording	_				
Total Ammonia as N (mg/L)	Quarterly ¹	Upstream and Downstream	Composite	0.04 mg/L				
Zinc, Dissolved (µg/L)	Quarterly ¹	Upstream and Downstream	Composite	2 μg/L				

- Quarters are defined as January through March, April through June, July through September and October through December.
 - 9. Quality assurance/quality control plans for all the monitoring must be documented in the Quality Assurance Plan required under Part II.B, "Quality Assurance Plan".
 - 10. For parameters for which quarterly sampling is required, surface water monitoring results must be submitted to EPA and IDEQ with the DMRs for the last month of the quarter in which the sampling occurred. For temperature, surface water monitoring results for April and May must be submitted to EPA and IDEQ with the July DMR (due August 10th), and results for June October must be submitted to EPA and IDEQ with the December DMR (due the following January 10th). At a minimum, the reports must include the following:
 - a) Dates of sample collection and analyses.
 - b) Results of sample analysis.
 - c) Relevant quality assurance/quality control (QA/QC) information.

II. Special Conditions

A. Operation and Maintenance Plan

In addition to the requirements specified in Section IV.E of this permit (Proper Operation and Maintenance), by January 31, 2013, the permittee must provide written

Permit No.: ID0020281 Page 13 of 28

notice to EPA and IDEQ that an operations and maintenance plan for the current wastewater treatment facility has been developed and implemented. The plan shall be retained on site and made available on request to EPA and IDEQ. Any changes occurring in the operation of the plant shall be reflected within the Operation and Maintenance plan.

B. Quality Assurance Plan (QAP)

The permittee must develop a quality assurance plan (QAP) for all monitoring required by this permit. The permittee must submit written notice to EPA and IDEQ that the Plan has been developed and implemented by January 31, 2013. Any existing QAPs may be modified for compliance with this section.

- 1. The QAP must be designed to assist in planning for the collection and analysis of effluent and receiving water samples in support of the permit and in explaining data anomalies when they occur.
- 2. Throughout all sample collection and analysis activities, the permittee must use the EPA-approved QA/QC and chain-of-custody procedures described in *EPA Requirements for Quality Assurance Project Plans* (EPA/QA/R-5) and *Guidance for Quality Assurance Project Plans* (EPA/QA/G-5). The QAP must be prepared in the format that is specified in these documents.
- 3. At a minimum, the QAP must include the following:
 - a) Details on the number of samples, type of sample containers, preservation of samples, holding times, analytical methods, analytical detection and quantitation limits for each target compound, type and number of quality assurance field samples, precision and accuracy requirements, sample preparation requirements, sample shipping methods, and laboratory data delivery requirements.
 - b) Map(s) indicating the location of each sampling point.
 - c) Qualification and training of personnel.
 - d) Name(s), address(es) and telephone number(s) of the laboratories used by or proposed to be used by the permittee.
- 4. The permittee must amend the QAP whenever there is a modification in sample collection, sample analysis, or other procedure addressed by the QAP.
- 5. Copies of the QAP must be kept on site and made available to EPA and/or IDEQ upon request.

C. Control of Undesirable Pollutants and Industrial Users

- 1. The permittee must require any industrial user discharging to its treatment works to comply with any applicable requirements of 40 CFR 403 through 471.
- 2. The permittee must not allow introduction of the following pollutants into the POTW:
 - a) Pollutants which create a fire or explosion hazard in the POTW, including, but not limited to, wastestreams with a closed cup flashpoint of less than 140

Permit No.: ID0020281 Page 14 of 28

degrees Fahrenheit or 60 degrees Centigrade using the test methods specified in 40 CFR 261.21.

- b) Pollutants which will cause corrosive structural damage to the POTW, but in no case Discharges with pH lower than 5.0, unless the works is specifically designed to accommodate such Discharges.
- c) Solid or viscous pollutants in amounts which will cause obstruction to the flow in the POTW resulting in Interference.
- d) Any pollutant, including oxygen demanding pollutants (BOD, etc.) released in a Discharge at a flow rate and/or pollutant concentration which will cause Interference with the POTW.
- e) Heat in amounts which will inhibit biological activity in the POTW resulting in Interference, but in no case heat in such quantities that the temperature at the POTW Treatment Plant exceeds 40 °C (104 °F) unless the Director of the Office of Water and Watersheds, upon request of the POTW, approves alternate temperature limits.
- f) Petroleum oil, nonbiodegradable cutting oil, or products of mineral oil origin in amounts that will cause interference or pass through.
- g) Pollutants which result in the presence of toxic gases, vapors, or fumes within the POTW in a quantity that may cause acute worker health and safety problems.
- h) Any trucked or hauled pollutants, except at discharge points designated by the POTW
- i) Any pollutant which causes Pass Through or Interference.

D. Emergency Response and Public Notification Plan

- 1. The permittee must develop and implement an overflow emergency response and public notification plan that identifies measures to protect public health from overflows that may endanger health and unanticipated bypasses or upsets that exceed any effluent limitation in the permit. At a minimum the plan must include mechanisms to:
 - a) Ensure that the permittee is aware (to the greatest extent possible) of all
 overflows from portions of the collection system over which the permittee has
 ownership or operational control and unanticipated bypass or upset that
 exceed any effluent limitation in the permit;
 - Ensure appropriate responses including assurance that reports of an overflow or of an unanticipated bypass or upset that exceed any effluent limitation in the permit are immediately dispatched to appropriate personnel for investigation and response;
 - c) Ensure immediate notification to the public, health agencies, and other affected public entities (including public water systems). The overflow response plan must identify the public health and other officials who will receive immediate notification;

Permit No.: ID0020281 Page 15 of 28

d) Ensure that appropriate personnel are aware of and follow the plan and are appropriately trained; and

- e) Provide emergency operations.
- 2. The permittee must submit written notice to EPA and IDEQ that the plan has been developed and implemented by January 31, 2013. Any existing emergency response and public notification plan may be modified for compliance with this section.

III. Monitoring, Recording and Reporting Requirements

A. Representative Sampling (Routine and Non-Routine Discharges)

Samples and measurements must be representative of the volume and nature of the monitored discharge.

In order to ensure that the effluent limits set forth in this permit are not violated at times other than when routine samples are taken, the permittee must collect additional samples at the appropriate outfall whenever any discharge occurs that may reasonably be expected to cause or contribute to a violation that is unlikely to be detected by a routine sample. The permittee must analyze the additional samples for those parameters limited in Part I.B of this permit that are likely to be affected by the discharge.

The permittee must collect such additional samples as soon as the spill, discharge, or bypassed effluent reaches the outfall. The samples must be analyzed in accordance with paragraph III.C ("Monitoring Procedures"). The permittee must report all additional monitoring in accordance with paragraph III.D ("Additional Monitoring by Permittee").

B. Reporting of Monitoring Results

The permittee must either submit monitoring data and other reports in paper form, or must report electronically using NetDMR, a web-based tool that allows permittees to electronically submit DMRs and other required reports via a secure internet connection. Specific requirements regarding submittal of data and reports in paper form and submittal using NetDMR are described below.

1. Paper Copy Submissions

Monitoring data must be submitted using the DMR form (EPA No. 3320-1) or equivalent and must be postmarked by the 10th day of the month following the completed reporting period. The permittee must sign and certify all DMRs, and all other reports, in accordance with the requirements of Part V.E. of this permit ("Signatory Requirements"). The permittee must submit the legible originals of these documents to the Director, Office of Compliance and Enforcement, with copies to IDEQ at the following addresses:

US EPA Region 10 Attn: ICIS Data Entry Team 1200 Sixth Avenue, Suite 900

Permit No.: ID0020281 Page 16 of 28

OCE-133 Seattle, Washington 98101-3410

Idaho Department of Environmental Quality 1363 Fillmore Street Twin Falls, ID 83301

2. Electronic submissions

Monitoring data must be submitted electronically to EPA no later than the 10th of the month following the completed reporting period. All reports required under this permit must be submitted to EPA as a legible electronic attachment to the DMR. The permittee must sign and certify all DMRs, and all other reports, in accordance with the requirements of Part V.E of this permit ("Signatory Requirements"). Once a permittee begins submitting reports using NetDMR, it will no longer be required to submit paper copies of DMRs or other reports to EPA and IDEQ.

The permittee may use NetDMR after requesting and receiving permission from US EPA Region 10. NetDMR is accessed from http://www.epa.gov/netdmr.

C. Monitoring Procedures

Monitoring must be conducted according to test procedures approved under 40 CFR 136, unless another method is required under 40 CFR subchapters N or O, or other test procedures have been specified in this permit or approved by EPA as an alternate test procedure under 40 CFR 136.5.

D. Additional Monitoring by Permittee

If the permittee monitors any pollutant more frequently than required by this permit, using test procedures approved under 40 CFR 136 or as specified in this permit, the permittee must include the results of this monitoring in the calculation and reporting of the data submitted in the DMR.

Upon request by EPA, the permittee must submit results of any other sampling, regardless of the test method used.

E. Records Contents

Records of monitoring information must include:

- 1. the date, exact place, and time of sampling or measurements;
- 2. the name(s) of the individual(s) who performed the sampling or measurements;
- 3. the date(s) analyses were performed;
- 4. the names of the individual(s) who performed the analyses;
- 5. the analytical techniques or methods used; and
- 6. the results of such analyses.

Permit No.: ID0020281 Page 17 of 28

F. Retention of Records

The permittee must retain records of all monitoring information, including, all calibration and maintenance records and all original strip chart recordings for continuous monitoring instrumentation, copies of all reports required by this permit, copies of DMRs, a copy of the NPDES permit, and records of all data used to complete the application for this permit, for a period of at least five years from the date of the sample, measurement, report or application. This period may be extended by request of EPA or IDEQ at any time.

G. Twenty-four Hour Notice of Noncompliance Reporting

- 1. The permittee must report the following occurrences of noncompliance by telephone within 24 hours from the time the permittee becomes aware of the circumstances:
 - a) any noncompliance that may endanger health or the environment;
 - b) any unanticipated bypass that exceeds any effluent limitation in the permit (See Part IV.F, "Bypass of Treatment Facilities");
 - c) any upset that exceeds any effluent limitation in the permit (See Part IV.G, "Upset Conditions"); or
 - d) any violation of a maximum daily discharge limitation for applicable pollutants identified by Part I.B.2.
 - e) any overflow prior to the treatment works over which the permittee has ownership or has operational control. An overflow is any spill, release or diversion of municipal sewage including:
 - (i) an overflow that results in a discharge to waters of the United States; and
 - (ii) an overflow of wastewater, including a wastewater backup into a building (other than a backup caused solely by a blockage or other malfunction in a privately owned sewer or building lateral) that does not reach waters of the United States.
- 2. The permittee must also provide a written submission within five days of the time that the permittee becomes aware of any event required to be reported under subpart 1 above. The written submission must contain:
 - a) a description of the noncompliance and its cause;
 - b) the period of noncompliance, including exact dates and times;
 - c) the estimated time noncompliance is expected to continue if it has not been corrected; and
 - d) steps taken or planned to reduce, eliminate, and prevent recurrence of the noncompliance.
 - e) if the noncompliance involves an overflow, the written submission must contain:

Permit No.: ID0020281 Page 18 of 28

- (i) The location of the overflow;
- (ii) The receiving water (if there is one);
- (iii) An estimate of the volume of the overflow;
- (iv) A description of the sewer system component from which the release occurred (e.g., manhole, constructed overflow pipe, crack in pipe);
- (v) The estimated date and time when the overflow began and stopped or will be stopped;
- (vi) The cause or suspected cause of the overflow;
- (vii) Steps taken or planned to reduce, eliminate, and prevent reoccurrence of the overflow and a schedule of major milestones for those steps;
- (viii) An estimate of the number of persons who came into contact with wastewater from the overflow; and
- (ix) Steps taken or planned to mitigate the impact(s) of the overflow and a schedule of major milestones for those steps.
- 3. The Director of the Office of Compliance and Enforcement may waive the written report on a case-by-case basis if the oral report has been received within 24 hours by the NPDES Compliance Hotline in Seattle, Washington, by telephone, (206) 553-1846.
- 4. Reports must be submitted to the addresses in Part III.B ("Reporting of Monitoring Results").

H. Other Noncompliance Reporting

The permittee must report all instances of noncompliance, not required to be reported within 24 hours, at the time that monitoring reports for Part III.B ("Reporting of Monitoring Results") are submitted. The reports must contain the information listed in Part III.G.2 of this permit ("Twenty-four Hour Notice of Noncompliance Reporting").

I. Public Notification

The permittee must immediately notify the public, health agencies and other affected entities (e.g., public water systems) of any overflow which the permittee owns or has operational control; or any unanticipated bypass or upset that exceeds any effluent limitation in the permit in accordance with the notification procedures developed in accordance with Part II.D.

J. Notice of New Introduction of Toxic Pollutants

The permittee must notify the Director of the Office of Water and Watersheds and IDEQ in writing of:

1. Any new introduction of pollutants into the POTW from an indirect discharger which would be subject to Sections 301 or 306 of the Act if it were directly discharging those pollutants; and

Permit No.: ID0020281 Page 19 of 28

2. Any substantial change in the volume or character of pollutants being introduced into the POTW by a source introducing pollutants into the POTW at the time of issuance of the permit.

- 3. For the purposes of this section, adequate notice must include information on:
 - a) The quality and quantity of effluent to be introduced into the POTW, and
 - b) Any anticipated impact of the change on the quantity or quality of effluent to be discharged from the POTW.
- 4. The permittee must notify the Director of the Office of Water and Watersheds at the following address:

US EPA Region 10 Attn: NPDES Permits Unit Manager 1200 6th Avenue Suite 900 OWW-130 Seattle, WA 98101-3140

IV. Compliance Responsibilities

A. Duty to Comply

The permittee must comply with all conditions of this permit. Any permit noncompliance constitutes a violation of the Act and is grounds for enforcement action, for permit termination, revocation and reissuance, or modification, or for denial of a permit renewal application.

B. Penalties for Violations of Permit Conditions

- 1. Civil and Administrative Penalties. Pursuant to 40 CFR Part 19 and the Act, any person who violates section 301, 302, 306, 307, 308, 318 or 405 of the Act, or any permit condition or limitation implementing any such sections in a permit issued under section 402, or any requirement imposed in a pretreatment program approved under sections 402(a)(3) or 402(b)(8) of the Act, is subject to a civil penalty not to exceed the maximum amounts authorized by Section 309(d) of the Act and the Federal Civil Penalties Inflation Adjustment Act (28 U.S.C. § 2461 note) as amended by the Debt Collection Improvement Act (31 U.S.C. § 3701 note) (currently \$37,500 per day for each violation).
- 2. Administrative Penalties. Any person may be assessed an administrative penalty by the Administrator for violating section 301, 302, 306, 307, 308, 318 or 405 of this Act, or any permit condition or limitation implementing any of such sections in a permit issued under section 402 of this Act. Pursuant to 40 CFR 19 and the Act, administrative penalties for Class I violations are not to exceed the maximum amounts authorized by Section 309(g)(2)(A) of the Act and the Federal Civil Penalties Inflation Adjustment Act (28 U.S.C. § 2461 note) as amended by the Debt Collection Improvement Act (31 U.S.C. § 3701 note) (currently \$16,000 per violation, with the maximum amount of any Class I penalty assessed not to exceed \$37,500). Pursuant to 40 CFR 19 and the Act, penalties for Class II violations are not to exceed the maximum amounts authorized by Section

Permit No.: ID0020281 Page 20 of 28

309(g)(2)(B) of the Act and the Federal Civil Penalties Inflation Adjustment Act (28 U.S.C. § 2461 note) as amended by the Debt Collection Improvement Act (31 U.S.C. § 3701 note) (currently \$16,000 per day for each day during which the violation continues, with the maximum amount of any Class II penalty not to exceed \$177,500).

3. Criminal Penalties:

- a) Negligent Violations. The Act provides that any person who negligently violates sections 301, 302, 306, 307, 308, 318, or 405 of the Act, or any condition or limitation implementing any of such sections in a permit issued under section 402 of the Act, or any requirement imposed in a pretreatment program approved under section 402(a)(3) or 402(b)(8) of the Act, is subject to criminal penalties of \$2,500 to \$25,000 per day of violation, or imprisonment of not more than 1 year, or both. In the case of a second or subsequent conviction for a negligent violation, a person shall be subject to criminal penalties of not more than \$50,000 per day of violation, or by imprisonment of not more than 2 years, or both.
- b) Knowing Violations. Any person who knowingly violates such sections, or such conditions or limitations is subject to criminal penalties of \$5,000 to \$50,000 per day of violation, or imprisonment for not more than 3 years, or both. In the case of a second or subsequent conviction for a knowing violation, a person shall be subject to criminal penalties of not more than \$100,000 per day of violation, or imprisonment of not more than 6 years, or both.
- c) Knowing Endangerment. Any person who knowingly violates section 301, 302, 303, 306, 307, 308, 318 or 405 of the Act, or any permit condition or limitation implementing any of such sections in a permit issued under section 402 of the Act, and who knows at that time that he thereby places another person in imminent danger of death or serious bodily injury, shall, upon conviction, be subject to a fine of not more than \$250,000 or imprisonment of not more than 15 years, or both. In the case of a second or subsequent conviction for a knowing endangerment violation, a person shall be subject to a fine of not more than \$500,000 or by imprisonment of not more than 30 years, or both. An organization, as defined in section 309(c)(3)(B)(iii) of the Act, shall, upon conviction of violating the imminent danger provision, be subject to a fine of not more than \$1,000,000 and can be fined up to \$2,000,000 for second or subsequent convictions.
- d) False Statements. The Act provides that any person who falsifies, tampers with, or knowingly renders inaccurate any monitoring device or method required to be maintained under this permit shall, upon conviction, be punished by a fine of not more than \$10,000, or by imprisonment for not more than 2 years, or both. If a conviction of a person is for a violation committed after a first conviction of such person under this paragraph, punishment is a fine of not more than \$20,000 per day of violation, or by imprisonment of not more than 4 years, or both. The Act further provides that any person who

Permit No.: ID0020281 Page 21 of 28

knowingly makes any false statement, representation, or certification in any record or other document submitted or required to be maintained under this permit, including monitoring reports or reports of compliance or non-compliance shall, upon conviction, be punished by a fine of not more than \$10,000 per violation, or by imprisonment for not more than 6 months per violation, or by both.

C. Need To Halt or Reduce Activity not a Defense

It shall not be a defense for the permittee in an enforcement action that it would have been necessary to halt or reduce the permitted activity in order to maintain compliance with this permit.

D. Duty to Mitigate

The permittee must take all reasonable steps to minimize or prevent any discharge in violation of this permit that has a reasonable likelihood of adversely affecting human health or the environment.

E. Proper Operation and Maintenance

The permittee must at all times properly operate and maintain all facilities and systems of treatment and control (and related appurtenances) which are installed or used by the permittee to achieve compliance with the conditions of this permit. Proper operation and maintenance also includes adequate laboratory controls and appropriate quality assurance procedures. This provision requires the operation of back-up or auxiliary facilities or similar systems which are installed by the permittee only when the operation is necessary to achieve compliance with the conditions of the permit.

F. Bypass of Treatment Facilities

1. Bypass not exceeding limitations. The permittee may allow any bypass to occur that does not cause effluent limitations to be exceeded, but only if it also is for essential maintenance to assure efficient operation. These bypasses are not subject to the provisions of paragraphs 2 and 3 of this Part.

2. Notice.

- a) Anticipated bypass. If the permittee knows in advance of the need for a bypass, it must submit prior written notice, if possible at least 10 days before the date of the bypass.
- b) Unanticipated bypass. The permittee must submit notice of an unanticipated bypass as required under Part III.G ("Twenty-four Hour Notice of Noncompliance Reporting").

3. Prohibition of bypass.

 a) Bypass is prohibited, and the Director of the Office of Compliance and Enforcement may take enforcement action against the permittee for a bypass, unless:

Permit No.: ID0020281 Page 22 of 28

(i) The bypass was unavoidable to prevent loss of life, personal injury, or severe property damage;

- (ii) There were no feasible alternatives to the bypass, such as the use of auxiliary treatment facilities, retention of untreated wastes, or maintenance during normal periods of equipment downtime. This condition is not satisfied if adequate back-up equipment should have been installed in the exercise of reasonable engineering judgment to prevent a bypass that occurred during normal periods of equipment downtime or preventive maintenance; and
- (iii) The permittee submitted notices as required under paragraph 2 of this Part.
- b) The Director of the Office of Compliance and Enforcement may approve an anticipated bypass, after considering its adverse effects, if the Director determines that it will meet the three conditions listed above in paragraph 3.a. of this Part.

G. Upset Conditions

- 1. Effect of an upset. An upset constitutes an affirmative defense to an action brought for noncompliance with such technology-based permit effluent limitations if the permittee meets the requirements of paragraph 2 of this Part. No determination made during administrative review of claims that noncompliance was caused by upset, and before an action for noncompliance, is final administrative action subject to judicial review.
- 2. Conditions necessary for a demonstration of upset. To establish the affirmative defense of upset, the permittee must demonstrate, through properly signed, contemporaneous operating logs, or other relevant evidence that:
 - a) An upset occurred and that the permittee can identify the cause(s) of the upset;
 - b) The permitted facility was at the time being properly operated;
 - c) The permittee submitted notice of the upset as required under Part III.G, "Twenty-four Hour Notice of Noncompliance Reporting;" and
 - d) The permittee complied with any remedial measures required under Part IV.D, "Duty to Mitigate."
- 3. Burden of proof. In any enforcement proceeding, the permittee seeking to establish the occurrence of an upset has the burden of proof.

H. Toxic Pollutants

The permittee must comply with effluent standards or prohibitions established under Section 307(a) of the Act for toxic pollutants within the time provided in the regulations that establish those standards or prohibitions, even if the permit has not yet been modified to incorporate the requirement.

Permit No.: ID0020281 Page 23 of 28

I. Planned Changes

The permittee must give written notice to the Director of the Office of Water and Watersheds as specified in Part III.J.4 and IDEQ as soon as possible of any planned physical alterations or additions to the permitted facility whenever:

- 1. The alteration or addition to a permitted facility may meet one of the criteria for determining whether a facility is a new source as determined in 40 CFR 122.29(b); or
- 2. The alteration or addition could significantly change the nature or increase the quantity of pollutants discharged. This notification applies to pollutants that are not subject to effluent limitations in this permit.
- 3. The alteration or addition results in a significant change in the permittee's sludge use or disposal practices, and such alteration, addition, or change may justify the application of permit conditions that are different from or absent in the existing permit, including notification of additional use or disposal sites not reported during the permit application process or not reported pursuant to an approved land application site.

J. Anticipated Noncompliance

The permittee must give written advance notice to the Director of the Office of Compliance and Enforcement and IDEQ of any planned changes in the permitted facility or activity that may result in noncompliance with this permit.

K. Reopener

This permit may be reopened to include any applicable standard for sewage sludge use or disposal promulgated under section 405(d) of the Act. The Director may modify or revoke and reissue the permit if the standard for sewage sludge use or disposal is more stringent than any requirements for sludge use or disposal in the permit, or controls a pollutant or practice not limited in the permit.

V. General Provisions

A. Permit Actions

This permit may be modified, revoked and reissued, or terminated for cause as specified in 40 CFR 122.62, 122.64, or 124.5. The filing of a request by the permittee for a permit modification, revocation and reissuance, termination, or a notification of planned changes or anticipated noncompliance does not stay any permit condition.

B. Duty to Reapply

If the permittee intends to continue an activity regulated by this permit after the expiration date of this permit, the permittee must apply for and obtain a new permit. In accordance with 40 CFR 122.21(d), and unless permission for the application to be submitted at a later date has been granted by the Regional Administrator, the permittee must submit a new application by February 1, 2017.

Permit No.: ID0020281 Page 24 of 28

C. Duty to Provide Information

The permittee must furnish to EPA and IDEQ, within the time specified in the request, any information that EPA or IDEQ may request to determine whether cause exists for modifying, revoking and reissuing, or terminating this permit, or to determine compliance with this permit. The permittee must also furnish to EPA or IDEQ, upon request, copies of records required to be kept by this permit.

D. Other Information

When the permittee becomes aware that it failed to submit any relevant facts in a permit application, or that it submitted incorrect information in a permit application or any report to EPA or IDEQ, it must promptly submit the omitted facts or corrected information in writing.

E. Signatory Requirements

All applications, reports or information submitted to EPA and IDEQ must be signed and certified as follows.

- 1. All permit applications must be signed as follows:
 - a) For a corporation: by a responsible corporate officer.
 - b) For a partnership or sole proprietorship: by a general partner or the proprietor, respectively.
 - c) For a municipality, state, federal, Indian tribe, or other public agency: by either a principal executive officer or ranking elected official.
- 2. All reports required by the permit and other information requested by EPA or IDEQ must be signed by a person described above or by a duly authorized representative of that person. A person is a duly authorized representative only if:
 - a) The authorization is made in writing by a person described above;
 - b) The authorization specifies either an individual or a position having responsibility for the overall operation of the regulated facility or activity, such as the position of plant manager, operator of a well or a well field, superintendent, position of equivalent responsibility, or an individual or position having overall responsibility for environmental matters for the company; and
 - c) The written authorization is submitted to the Director of the Office of Compliance and Enforcement and IDEQ.
- 3. Changes to authorization. If an authorization under Part V.E.2 is no longer accurate because a different individual or position has responsibility for the overall operation of the facility, a new authorization satisfying the requirements of Part V.E.2. must be submitted to the Director of the Office of Compliance and Enforcement and IDEQ prior to or together with any reports, information, or applications to be signed by an authorized representative.
- 4. Certification. Any person signing a document under this Part must make the following certification:

Permit No.: ID0020281 Page 25 of 28

"I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations."

F. Availability of Reports

In accordance with 40 CFR 2, information submitted to EPA pursuant to this permit may be claimed as confidential by the permittee. In accordance with the Act, permit applications, permits and effluent data are not considered confidential. Any confidentiality claim must be asserted at the time of submission by stamping the words "confidential business information" on each page containing such information. If no claim is made at the time of submission, EPA may make the information available to the public without further notice to the permittee. If a claim is asserted, the information will be treated in accordance with the procedures in 40 CFR 2, Subpart B (Public Information) and 41 Fed. Reg. 36902 through 36924 (September 1, 1976), as amended.

G. Inspection and Entry

The permittee must allow the Director of the Office of Compliance and Enforcement, EPA Region 10; IDEQ; or an authorized representative (including an authorized contractor acting as a representative of the Administrator), upon the presentation of credentials and other documents as may be required by law, to:

- 1. Enter upon the permittee's premises where a regulated facility or activity is located or conducted, or where records must be kept under the conditions of this permit;
- 2. Have access to and copy, at reasonable times, any records that must be kept under the conditions of this permit;
- 3. Inspect at reasonable times any facilities, equipment (including monitoring and control equipment), practices, or operations regulated or required under this permit; and
- 4. Sample or monitor at reasonable times, for the purpose of assuring permit compliance or as otherwise authorized by the Act, any substances or parameters at any location.

H. Property Rights

The issuance of this permit does not convey any property rights of any sort, or any exclusive privileges, nor does it authorize any injury to persons or property or invasion of other private rights, nor any infringement of federal, tribal, state or local laws or regulations.

Permit No.: ID0020281 Page 26 of 28

I. Transfers

This permit is not transferable to any person except after written notice to the Director of the Office of Water and Watersheds as specified in Part III.J.4. The Director may require modification or revocation and reissuance of the permit to change the name of the permittee and incorporate such other requirements as may be necessary under the Act. (See 40 CFR 122.61; in some cases, modification or revocation and reissuance is mandatory).

J. State Laws

Nothing in this permit shall be construed to preclude the institution of any legal action or relieve the permittee from any responsibilities, liabilities, or penalties established pursuant to any applicable state law or regulation under authority preserved by Section 510 of the Act.

VI. Definitions

- 1. "Act" means the Clean Water Act.
- 2. "Administrator" means the Administrator of the EPA, or an authorized representative.
- 3. "Average monthly discharge limitation" means the highest allowable average of "daily discharges" over a calendar month, calculated as the sum of all "daily discharges" measured during a calendar month divided by the number of "daily discharges" measured during that month.
- 4. "Average weekly discharge limitation" means the highest allowable average of "daily discharges" over a calendar week, calculated as the sum of all "daily discharges" measured during a calendar week divided by the number of "daily discharges" measured during that week.
- 5. "Bypass" means the intentional diversion of waste streams from any portion of a treatment facility.
- 6. "Chronic toxic unit" ("TUc") is a measure of chronic toxicity. TUc is the reciprocal of the effluent concentration that causes no observable effect on the test organisms by the end of the chronic exposure period (i.e., 100/"NOEC").
- 7. "Composite" see "24-hour composite".
- 8. "Daily discharge" means the discharge of a pollutant measured during a calendar day or any 24-hour period that reasonably represents the calendar day for purposes of sampling. For pollutants with limitations expressed in units of mass, the "daily discharge" is calculated as the total mass of the pollutant discharged over the day. For pollutants with limitations expressed in other units of measurement, the "daily discharge" is calculated as the average measurement of the pollutant over the day.
- 9. "Director of the Office of Compliance and Enforcement" means the Director of the Office of Compliance and Enforcement, EPA Region 10, or an authorized representative.

Permit No.: ID0020281 Page 27 of 28

10. "Director of the Office of Water and Watersheds" means the Director of the Office of Water and Watersheds, EPA Region 10, or an authorized representative.

- 11. "DMR" means discharge monitoring report.
- 12. "EPA" means the United States Environmental Protection Agency.
- 13. "Geometric Mean" means the nth root of a product of n factors, or the antilogarithm of the arithmetic mean of the logarithms of the individual sample values.
- 14. "Grab" sample is an individual sample collected over a period of time not exceeding 15 minutes.
- 15. "IDEQ" means the Idaho Department of Environmental Quality.
- 16. "Inhibition concentration", IC, is a point estimate of the toxicant concentration that causes a given percent reduction (p) in a non-quantal biological measurement (e.g., reproduction or growth) calculated from a continuous model (e.g., Interpolation Method).
- 17. "Interference" is defined in 40 CFR 403.3.
- 18. "LC50" means the concentration of toxicant (e.g., effluent) which is lethal to 50 percent of the test organisms exposed in the time period prescribed by the test.
- 19. "Maximum daily discharge limitation" means the highest allowable "daily discharge."
- 20. "Method Detection Limit (MDL)" means the minimum concentration of a substance (analyte) that can be measured and reported with 99 percent confidence that the analyte concentration is greater than zero and is determined from analysis of a sample in a given matrix containing the analyte.
- 21. "Minimum Level (ML)" means the concentration at which the entire analytical system must give a recognizable signal and an acceptable calibration point. The ML is the concentration in a sample that is equivalent to the concentration of the lowest calibration standard analyzed by a specific analytical procedure, assuming that all the method-specified sample weights, volumes and processing steps have been followed.
- 22. "NOEC" means no observed effect concentration. The NOEC is the highest concentration of toxicant (e.g., effluent) to which organisms are exposed in a chronic toxicity test [full life-cycle or partial life-cycle (short term) test], that causes no observable adverse effects on the test organisms (i.e., the highest concentration of effluent in which the values for the observed responses are not statistically significantly different from the controls).
- 23. "NPDES" means National Pollutant Discharge Elimination System, the national program for issuing, modifying, revoking and reissuing, terminating, monitoring and enforcing permits . . . under sections 307, 402, 318, and 405 of the CWA.
- 24. "Pass Through" means a Discharge which exits the POTW into waters of the United States in quantities or concentrations which, alone or in conjunction with a

Permit No.: ID0020281 Page 28 of 28

discharge or discharges from other sources, is a cause of a violation of any requirement of the POTW's NPDES permit (including an increase in the magnitude or duration of a violation).

- 25. "QA/QC" means quality assurance/quality control.
- 26. "Regional Administrator" means the Regional Administrator of Region 10 of the EPA, or the authorized representative of the Regional Administrator.
- 27. "Severe property damage" means substantial physical damage to property, damage to the treatment facilities which causes them to become inoperable, or substantial and permanent loss of natural resources which can reasonably be expected to occur in the absence of a bypass. Severe property damage does not mean economic loss caused by delays in production.
- 28. "Upset" means an exceptional incident in which there is unintentional and temporary noncompliance with technology-based permit effluent limitations because of factors beyond the reasonable control of the permittee. An upset does not include noncompliance to the extent caused by operational error, improperly designed treatment facilities, inadequate treatment facilities, lack of preventive maintenance, or careless or improper operation.
- 29. "24-hour composite" sample means a combination of at least 8 discrete sample aliquots of at least 100 milliliters, collected over periodic intervals from the same location, during the operating hours of a facility over a 24 hour period. The composite must be flow proportional. The sample aliquots must be collected and stored in accordance with procedures prescribed in the most recent edition of Standard Methods for the Examination of Water and Wastewater.



В

Reuse Permit and Fact Sheet

A. Permit Certificate

MUNICIPAL WASTEWATER LAND APPLICATION PERMIT LA-000216-02

City of Ketchum/Sun Valley Water and Sewer District LOCATED AT River Ranch Road, Ketchum, ID 83340 IS **HEREBY** AUTHORIZED TO CONSTRUCT, INSTALL, AND OPERATE A WASTEWATER REUSE SYSTEM IN ACCORDANCE WITH THE RULES FOR THE RECLAMATION AND REUSE OF MUNICIPAL WASTEWATER AND INDUSTRIAL (IDAPA 58.01.17), THE WASTEWATER RULES (IDAPA 58.01.16), THE GROUND WATER QUALITY RULE (IDAPA 58.01.11), AND ACCOMPANYING PERMIT. APPENDICES, AND REFERENCE DOCUMENTS. THIS PERMIT IS EFFECTIVE FROM THE DATE OF SIGNATURE AND EXPIRES ON May 10, 2016.

For BillAlked

Bill Allred, Regional Administrator

Twin Falls Regional Office

Idaho Department of Environmental Quality

05-10-2011

Date:

DEPARTMENT OF ENVIRONMENTAL QUALITY 1363 Fillmore Twin Falls, ID 83301 (208) 736-2190

(208) 736-2194 fax

POSTING ON SITE RECOMMENDED

B. Permit Contents, Appendices, and Reference Documents

		<u>Page</u>
A.	Permit Certificate	1
В.	Permit Contents, Appendices and Reference Documents	2
C.	Abbreviations, Definitions	3
D.	Facility Information	5
E.	Compliance Schedule for Required Activities	6
F.	Permit Limits and Conditions	8
G.	Monitoring Requirements	11
Н.	Standard Reporting Requirements	13
I.	Standard Permit Conditions: Procedures and Reporting	14
J.	Standard Permit Conditions: Modifications, Violation, and Revocation	16
Append	lices	
	 Environmental Monitoring Serial Numbers Site Maps 	17 18

References

1. Plan of Operation (Operation and Maintenance Manual)

The Sections, Appendices, and Reference Documents listed on this page are all elements of Wastewater Reuse Permit LA-000216-02 and are enforceable as such. This permit does not relieve the City of Ketchum/Sun Valley Water and Sewer District, hereafter referred to as the permittee, from responsibility for compliance with other applicable federal, state or local laws, rules, standards or ordinances.

	LA-000216-02	Ketchum/Sun Valley Water and Sewer District	May 10, 2011	Page 2	
--	--------------	--	--------------	--------	--

C. Abbreviations, Definitions

Ac-in	Acre-inch. The volume of water or reuse water to cover 1 acre of land to a depth of 1 inch. Equal to 27,154 gallons (often estimated as 27,200 gallons).
BMP or BMPs	Best Management Practice(s)
BOD	Biological Oxygen Demand
COD	Chemical Oxygen Demand
DEQ or the Department	Idaho Department of Environmental Quality
Director	Director of the Idaho Department of Environmental Quality, or the Directors Designee, i.e. Regional Administrator
ET	Evapotranspiration – Loss of water from the soil and vegetation by evaporation and by plant uptake (transpiration)
GS	Growing Season – Typically April 01 through October 31 (214 days), unless otherwise specified
GW	Ground Water
GWQR	IDAPA 58.01.11 "Ground Water Quality Rule"
Guidance	Guidance for Reclamation and Reuse of Municipal and Industrial Wastewater
HLR _{gs}	Growing Season Hydraulic Loading Rate. Includes any combination of reuse water and supplemental irrigation water applied to land application hydraulic management units during the growing season. The HLR _{gs} limit is specified in Section F. Permit Limits and Conditions.
HLR _{ngs}	Non-Growing Season Hydraulic Loading Rate. Includes any combination of reuse water and supplemental irrigation water applied to each hydraulic management unit during the non-growing season. If applicable, the HLR _{ngs} limit is specified in Section F. Permit Limits and Conditions.
HMU	Hydraulic Management Unit (Serial Number designation is MU)
IDAPA	Idaho Administrative Procedures Act
IWR	Irrigation Water Requirement – Any combination of reuse water and supplemental irrigation water applied at rates commensurate to the moisture requirements of the crop: $IWR = Pdef / E_i Where:$ $Pdef = Precipitation deficit (crop specific)$ $E_i = irrigation system efficiency.$
SVWSD	Sun Valley Water and Sewer District
LG	Lagoon
lb/ac[-day]	Pounds (of constituent) per acre [per day]
MG	Million Gallons (1 MG = 36.827 acre-inches)
NGS	Non-Growing Season – Typically November 01 through March 31 (151 days), unless otherwise specified
NVDS	Non-Volatile Dissolved Solids (= Total Dissolved Solids less Volatile Dissolved Solids)
O&M manual	Operation and Maintenance Manual, also referred to as the Plan of Operation

LA-000216-02	Ketchum/Sun Valley Water and Sewer District	May 10, 2011	Page 3
--------------	--	--------------	--------

C. Abbreviations, Definitions

Reuse Rules	IDAPA 58.01.17 "Rules for the Reclamation and Reuse of Municipal and Industrial
Neuse Ruies	Wastewater"
SAR	Sodium Absorption Ratio
SI	Supplemental Irrigation
Soil AWC	Soil Available Water Holding Capacity – the water storage capability of the soil down to a depth at which plant roots can utilize the stored moisture (typically 60 inches or root limiting layer)
SMU	Soil Monitoring Unit (Serial Number designation is SU)
SW	Surface Water
TDS	Total Dissolved Solids also referred to as Total Filterable Residue
TMDL	Total Maximum Daily Load – The sum of the individual waste-load allocations (WLAs) for point sources, Load Allocations (LAs) for non-point sources, and natural background. Such load shall be established at a level necessary to implement the applicable water quality standards with seasonal variations and a margin of safety that takes into account any lack of knowledge concerning the relationship between effluent limitations and water quality. IDAPA 58.01.02 Water Quality Standards
Total Nitrogen	Total Nitrogen is defined as the sum of all forms of nitrogen present in a sample. Total Nitrogen is determined by adding the values of the Total Kjeldahl Nitrogen (TKN), Nitrate-N and Nitrite-N laboratory results.
Typical Crop Uptake	Typical Crop Uptake is defined as the median constituent crop uptake from the three (3) most recent years the crop has been grown. Typical Crop Uptake is determined for each hydraulic management unit. For new crops having less than three years of on-site crop uptake data, regional crop yield data and typical nutrient content values, or other values approved by DEQ may be used.
USGS	United States Geological Survey
Reporting Year	The reporting year begins with the non-growing season and extends through the growing season of the following year, typically November 01 – October 31.
ww	Wastewater
WWTP	Wastewater Treatment Plant

	LA-000216-02	Ketchum/Sun Valley Water and Sewer District	May 10, 2011	Page 4
--	--------------	--	--------------	--------

D. Facility Information

Legal Name of Permittee	City of Ketchum/Sun Valley Water and Sewer District
Type of Wastewater	Municipal (Class A)
Method of Treatment	Activated Sludge with Chemical Treatment and Tertiary Filtration followed by Disinfection
Reuse Description	Any permitted Class A use per the Reuse Rules
Treatment Facility and Reuse Locations	WWTP: 110 River Ranch Road (approximately 1.5 miles southeast of Ketchum, ID) Class A Irrigation Areas: Located within the City's and District's Areas of Impact, see Appendix 2
County	Blaine
USGS Quad	Sun Valley
Depth to Ground Water	7 feet at WWTP
Beneficial Uses of Ground Water	Drinking and Irrigation water supply
Nearest Surface Water	Big Wood River (within 0.25 mile of treatment plant)
Beneficial Uses of Surface	Cold water aquatic life
Water	Primary and secondary recreation
Responsible Official	Mr. Steven Hansen, Utilities Manager
Mailing Address	City of Ketchum/Sun Valley Water and Sewer District
	P.O. Box 2315, Ketchum, Idaho 83340
Phone / Fax	voice (208) 726-7825 / fax (208) 726-7827

LA-000216-02 Ketchum/Sun Valley Water and Sewer District	May 10, 2011	Page 5
---	--------------	--------

E. Compliance Schedule for Required Activities

The Activities in the following table shall be completed on or before the Completion Date unless modified by the Department in writing.

Compliance Activity Number Completion Date	Compliance Activity Description
CA-216-01 Detailed Plan of Operation due at 50% completion of construction of necessary reuse facilities	A Plan of Operation (Operation and Maintenance Manual or O&M Manual) for the wastewater treatment and reuse facilities, incorporating the requirements of this permit, shall be submitted to DEQ for review and approval. The Plan of Operation shall be designed for use as an operator guide for actual day-to-day operations to meet permit requirements and shall include daily sampling and monitoring requirements to assess the adequacy of wastewater treatment facility operation.
	The Plan of Operation shall specifically address the following items:
Updated Plan of Operation due 60 days after one complete year of operation of reuse facilities	Quality Assurance Project Plan (QAPP) for monitoring required in this permit. The plan shall cover field activities; laboratory analytical methods and other activities; data verification and validation; data storage, retrieval and assessment; and monitoring program evaluation and improvement. The QAPP shall include all sampling, monitoring and reporting requirements of this permit, as well as a description of approved sample collection methods, appropriate analytical methods, and companion quality control/quality assurance (QA/QC) protocols,
	Operating procedure(s) for when off-specification effluent is produced,
	Operating specifications for UV disinfection system to ensure that the required viral inactivation is being met, and what alarm system is in place to alert the operator of a problem with disinfection,
	Specific design considerations, operation and maintenance procedures, and management practices to be employed to respond to an odor incident if one occurs, including notification procedures,
	Anticipated maintenance necessary to ensure continuous operating capacity of the distribution system,
	➤ A utility user agreement and a plan for educating the public and operators of the distribution system about the origin of the effluent in accordance with IDAPA 58.01.17.601.08.g.
	Refer to Appendix A.12 of the <i>Guidance for Reclamation and Reuse of Municipal and Industrial Wastewater</i> for a Plan of Operation checklist, and address all relevant items in the checklist.

LA-000216-02	Ketchum/Sun Valley Water and Sewer District	May 10, 2011	Page 6
<u> </u>		<u> </u>	

E. Compliance Schedule for Required Activities

	Compliance selectine for Required Activities
Compliance Activity Number Completion Date	Compliance Activity Description
CA-216-02	Submit plans and specifications for all proposed reuse systems to DEQ for
Prior to construction and/or application of wastewater	review and approval prior to construction. The reuse system includes the treatment plant, all transmission lines, application areas and storage structures. The plans shall clearly delineate the relation of reuse water distribution lines to sewer collection and drinking water distribution lines.
	In public areas, exterior drinking fountains, picnic tables, food establishments and other public eating facilities shall be shown and called out on the construction plans, or specifically stated that none exist, and shall be placed out of any spray irrigation areas where reuse water is used.
	In instances where natural drainages and ephemeral streams are being rerouted, this shall be shown on the plans.
	Refer to IDAPA 58.01.17 subsections 401 and 601.02 for relevant requirements.
CA-216-03	A scaled site map delineating wells, streams/canals, water bodies, wetlands,
Sixty (60) days after completion of construction of each phase of the reuse areas	any BMPs constructed in conjunction with the runoff management plan and locations of each wastewater reuse area. Site maps shall be supplied by the permittee, as described in Appendix 2. An updated copy should also be included in the Plan of Operation.
CA-216-04	Submit an application package to DEQ for permit renewal that includes the
One hundred eighty (180) days prior to permit expiration	most recent seepage test results.
CA-216-05	The permittee shall submit to DEQ for review and approval a Disinfection
After twelve (12) months of operation of Class A facilities	Monitoring Report that summarizes the first year of operation for the Class A reuse system, including startup and any upset conditions. The report shall discuss results and adequacy of required daily bacteria monitoring. If plant performance indicates that a reduced monitoring frequency is appropriate, the report shall also propose a new frequency for the remainder of the permit term.

Sewer District	LA-000216-02 Ketchum/Sun Valley Water and May 10, 2011 Page 7
----------------	---

F. Permit Limits and Conditions

Category	Permit Limits and Conditions
Type of Wastewater	Municipal Class A
Application Site Area	See maps in Appendix 2
Growing Season	April 1 through October 31 (214 days)
Non-growing Season	November 1 through March 31 (151 days)
Wastewater Treatment System	n Effluent Maximum Concentration Limits
Coliform	The median number of total coliform organisms shall not exceed 2.2 colony forming units (CFU) per 100 milliliters (CFU/100 mL), as determined from the results of the last seven (7) days for which the analyses have been completed. In addition the number of total coliform organisms shall not exceed 23 CFU per 100 milliliters in any confirmed sample.
	As required by IDAPA 58.01.17, Class A effluent shall be disinfected by either:
Disinfection	 A chlorine disinfection process that provides a concentration/contact time (CT) of four hundred and fifty (450) milligram-minutes per liter (mg-min/L) measured at the end of the contact time based on total chlorine residual and a modal contact time of not less than ninety (90) minutes based on peak day dry weather flow; or A disinfection process that when combined with filtration has been demonstrated to achieve 5-log inactivation of virus.
	Reuse water shall be limited to the treatment plant grounds until the facility has either successfully demonstrated that the UV disinfection system meets the 5-log inactivation requirement or shows that a chlorine disinfection process will be implemented. DEQ approval is required prior to implementation.
Turbidity	The daily arithmetic mean of all daily measurements shall not exceed two (2) Nephelometric Turbidity Units (NTU) and turbidity shall not exceed five (5) NTU at any time.
BOD_5	Five-day Biological Oxygen Demand (BOD ₅) shall not exceed 10 mg/L based on a monthly arithmetic mean, as determined from weekly composite sampling.
Нд	The pH, as determined by daily grab samples or continuous monitoring shall be between six point zero (6.0) and nine point zero (9.0), inclusive.
Total Nitrogen	Total Nitrogen (TKN +Nitrate-N + Nitrite-N) shall not exceed thirty (30) mg/L based on a monthly arithmetic mean as determined from weekly composite sampling.
Ground Water Quality	Wastewater reuse activities conducted by the permittee shall not cause a violation of the <i>Ground Water Quality Rule</i> (GWQR), IDAPA 58.01.11.

LA-000216-02	Ketchum/Sun Valley Water and Sewer District	May 10, 2011	Page 8

F. Permit Limits and Conditions

Category	Permit Limits and Conditions
Redundancy	Automatic activation of the redundant system (NPDES discharge) shall occur if turbidity exceeds five (5) NTU for more than five (5) minutes or if the disinfection system does not achieve the required 5-log removal/inactivation of virus for more than five (5) minutes.
D 60 7	The maximum number of times that the turbidity or disinfection limits can be exceeded is twice in one week, all of which are required to be immediately reported in accordance with Section I of this permit.
Buffer Zones	All buffer zones must comply with local zoning ordinances, at minimum. Other minimum buffer zones are as follows:
	 0 ft from reuse site to inhabited dwellings 0 ft from reuse site to areas accessible by the public 0 ft from reuse site to permanent and intermittent surface water 0 feet from reuse site to irrigation ditches and canals 100 feet from reuse site to private water supply wells¹ 100 feet from reuse site to public water supply wells¹ Berms and other BMPs shall be used to protect the well head of on-site wells.
	These buffer zone distances shall be maintained unless a Department-approved well location acceptability analysis indicates an alternative buffer zone is acceptable
	Drinking fountains, picnic tables, food establishments, and other public eating facilities shall be placed out of any spray irrigation area in which effluent is used, or shall be otherwise protected from contact with the effluent.
Fencing and Posting	No fencing required. Signs shall be posted in accordance with IDAPA 58.01.17.
Construction Plans	Prior to construction or modification of all reuse water facilities associated with the reuse system or expansion, detailed plans and specifications shall be submitted for review and approval by DEQ. Within 30 days of completion of construction, the permittee shall submit as-built plans for DEQ review and approval.
Supplemental Irrigation Water Supply Protection	Reuse water and supplemental irrigation water interconnections shall be equipped with DEQ-approved backflow prevention devices for the protection of supplemental irrigation water sources.
Wastewater Treatment Facility Operation	The wastewater treatment facility shall be operated by personnel holding a license from the Idaho Bureau of Occupational Licenses (IBOL) equal to or greater than the classification of the wastewater treatment system.
	Operation of the wastewater treatment system shall be monitored on a 24-hour basis for alarm conditions and qualified operating personnel notified under alarm conditions.

LA-000216-02	Ketchum/Sun Valley Water and Sewer District	May 10, 2011	Page 9

F. Permit Limits and Conditions

Category	Permit Limits and Conditions
Distribution System Operator Requirements	All operators of Class A effluent distribution systems, including home occupants, who utilize a combination of Class A effluent and other irrigation waters shall be required to sign a utility user agreement provided by the utility supplying the Class A effluent. The user agreement shall state that the user understands the origin of the effluent and the concept of agronomic rates for applying the Class A effluent. The provider of the Class A effluent shall undertake a public education program within its service area to teach potential customers the benefits and responsibilities of using Class A effluent.

LA-000216-02	Ketchum/Sun Valley Water and Sewer District	May 10, 2011	Page 10
--------------	--	--------------	---------

G. Monitoring Requirements

The Permittee is allowed to apply reuse water and treat it on a land application site as prescribed in the table below and in accordance with all other applicable permit conditions and schedules.

- 1) Appropriate analytical methods, as given in the *Idaho Guidance for Reclamation and Reuse of Municipal and Industrial Wastewater*, or as approved by the Idaho Department of Environmental Quality (hereinafter referred to as DEQ), shall be employed. A description of approved sample collection methods, appropriate analytical methods and companion QA/QC protocol shall be included in the facility's Quality Assurance Project Plan (QAPP), which shall be part of the Operation and Maintenance Manual, as required by Compliance Activity CA-216-01 in Section E of this permit.
- 2) The permittee shall monitor and measure parameters as stated in the Facility Monitoring Table in this section.
- 3) Samples shall be collected at times and locations that represent typical environmental and process parameters being monitored.
- 4) Unless otherwise agreed to in writing by DEQ, data collected and submitted shall include, but not be limited to, the parameters and frequencies in the Facility Monitoring Table on the following pages. Reuse water monitoring is required at the frequency shown in the table below if reuse water is applied anytime during the time period shown.
- 5) Reuse Water Monitoring Procedure: Reuse water shall be sampled at the discharge point from the treatment system. Reuse water composite samples shall consist of one aliquot every six (6) hours over a 24-hour period. No aliquot shall be collected during times when reuse water is not being supplied.
- 6) Annual reporting of monitoring requirements is described in Section H, Standard Reporting Requirements.
- 7) Monitoring locations are defined in Appendix 1, "Environmental Monitoring Serial Numbers".

LA-000216-02	Ketchum/Sun Valley Water and Sewer District	May 10, 2011	Page 11

G. Monitoring Requirements

Facility Monitoring Table

Frequency	Monitoring Point	Description/Type of Monitoring	Parameters
Continuously	WW-021607	In-line continuously monitoring and recording turbidimeter	Turbidity
Daily, when directly applying or storing Class A water	Flow meter(s) or estimate	Volume of reuse water for each Class A Water use	Flow in MGD
Daily, when directly applying or storing Class A water ¹	WW-021607	Grab sample of reuse water	Total Coliform
Daily, when directly applying or storing Class A water	WW-021607	Grab sample or continuous monitoring	рН
Weekly, when directly applying or storing Class A water	WW-021607	Composite sample of reuse water (see Note 5), compiled as monthly arithmetic mean	Total Kjeldahl Nitrogen (TKN), Nitrate- + Nitrite-nitrogen, BOD ₅
Annually	Annual Report	Each Class A Water use	Acres (irrigation and snowmaking, only) Gallons (all uses)
Annually	All supplemental irrigation directly connected to the reuse water distribution system	Backflow testing	Document the testing of all backflow prevention devices for all supplemental irrigation directly connected to the reuse water distribution system(s). Report the testing date(s) and result of the test (pass or fail). If any test failed, report the date of repair or replacement of backflow prevention device, and if the repaired/replaced device is operating correctly.
Annually	All flow measurement locations	Flow measurement calibration for all flows	Document the flow measurement calibration of all flow meters and pumps used directly or indirectly to measure all reuse water.
As necessary	Nuisance water complaints on private property	Complaint log with date and any follow- up actions taken	Keep a log of complaints of nuisance water such as wet yards and crawl spaces. Submit the complaint log (include previous years) in annual report.

¹ For first full year of Class A operation. See Compliance Activity CA-216-05.

LA-000216-02	Ketchum/Sun Valley Water and Sewer District	May 10, 2011	Page 12

H. Standard Reporting Requirements

- 1.) The Permittee shall submit an Annual Wastewater Reuse Site Performance Report ("Annual Report") prepared by a competent environmental professional no later than January 31 of each year, which shall cover the previous reporting year. The Annual Report shall include an interpretive discussion of monitoring data (ground water, soils, hydraulic loading, wastewater etc.) with particular respect to environmental impacts by the facility.
- 2.) The annual report shall contain the results of the required monitoring as described in *Section G. Monitoring Requirements*. If the permittee monitors any parameter more frequently than required by this permit, the results of this monitoring shall be included in the calculation and reporting of the data submitted in the annual report.
- 3.) The annual report shall be submitted to the Engineering Manager in the following Regional DEQ Office:

Twin Falls Regional Office 1363 Fillmore St. Twin Falls, ID 83301 208-736-2190

- 4.) Notice of completion of any work described in Section E. Compliance Schedule for Required Activities shall be submitted to the Department within 30 days of activity completion. The status of all other work described in Section E shall be submitted with the Annual Report.
- 5.) All laboratory reports containing the sample results for monitoring required by Section G. Monitoring Requirements of this permit shall be submitted with the Annual Report.

LA-000216-02	Ketchum/Sun Valley Water and Sewer District	May 10, 2011	Page 13

I. Standard Permit Conditions: Procedures and Reporting

- 1. The permittee shall at all times properly maintain and operate all structures, systems, and equipment for treatment, operational controls and monitoring, which are installed or used by the permittee to comply with all conditions of the permit or the Wastewater Reuse Permit Regulations, in conformance with a DEQ approved, current Plan of Operations (Operations and Maintenance Manual) which describes in detail the operation, maintenance, and management of the wastewater treatment system. This Plan of Operations shall be updated as necessary to reflect current operations.
- 2. Wastewater(s) or recharge waters applied to the land surface must be restricted to the premises of the application site. Wastewater discharges to surface water that require a permit under the Clean Water Act must be authorized by the U.S. Environmental Protection Agency.
- 3. Wastewater must not create a public health hazard or nuisance condition as stated in IDAPA 58.01.16.600.03. In order to prevent public health hazards and nuisance conditions the permittee shall:
 - a. Apply wastewater as evenly as practicable to the treatment area;
 - b. Prevent organic solids (contained in the wastewater) from accumulating on the ground surface to the point where the solids putrefy or support vectors or insects; and
 - c. Prevent wastewater from ponding in the fields to the point where the ponded wastewater putrefies or supports vectors or insects.
- 4. If the permittee intends to continue operation of the permitted facility after the expiration of an existing permit, the permittee shall apply for a new permit at least six months prior to the expiration date of the existing permit in accordance with IDAPA 58.01.17.
- 5. The permittee shall allow the Director of the Idaho Department of Environmental Quality or the Director's designee (hereinafter referred to as Director), consistent with Title 39, Chapter 1, Idaho Code, to:
 - a. Enter the permitted facility,
 - b. Inspect any records that must be kept under the conditions of the permit.
 - c. Inspect any facility, equipment, practice, or operation permitted or required by the permit.
 - d. Sample or monitor for the purpose of assuring permit compliance, any substance or any parameter at the facility.
- 6. The permittee shall report to the Director under the circumstances and in the manner specified in this section:
 - a. In writing thirty (30) days before any planned physical alteration or addition to the permitted facility or activity if that alteration or addition would result in any significant change in information that was submitted during the permit application process.
 - b. In writing thirty (30) days before any anticipated change which would result in non-compliance with any permit condition or these regulations.
 - c. Orally within twenty-four (24) hours from the time the permittee became aware of any non-compliance which may endanger the public health or the environment at telephone numbers provided in the permit by the Director (see below)

DEQ Regional Office: see Permit Certificate Page Emergency 24 Hour Number: 1-800-632-8000

- d. In writing as soon as possible but within five (5) days of the date the permittee knows or should know of any non-compliance unless extended by the DEQ. This report shall contain:
 - i.A description of the non-compliance and its cause;
 - ii. The period of non-compliance including to the extent possible, times and dates and, if the non-compliance has not been corrected, the anticipated time it is expected to continue; and iii. Steps taken or planned to reduce or eliminate reoccurrence of the non-compliance.
- e. In writing as soon as possible after the permittee becomes aware of relevant facts not submitted or incorrect information submitted, in a permit application or any report to the Director. Those facts or the correct information shall be included as a part of this report.

	LA-000216-02	Ketchum/Sun Valley Water and Sewer District	May 10, 2011	Page 14
--	--------------	--	--------------	---------

I. Standard Permit Conditions: Procedures and Reporting

7.	The permittee shall take all necessary actions to prevent or eliminate any adverse impact on the public health or the environment resulting from permit noncompliance.

Sewer District	LA-000216-02	Ketchum/Sun Valley Water and Sewer District	May 10, 2011	Page 15
----------------	--------------	--	--------------	---------

J. Standard Permit Conditions: Modifications, Violation, and Revocation

- 1. The permittee shall furnish to the Director within reasonable time, any information including copies of records, which may be requested by the Director to determine whether cause exists for modifying, revoking, re-issuing, or terminating the permit, or to determine compliance with the permit or these regulations.
- 2. Both minor and major modifications may be made to this permit as stated in IDAPA 58.01.17 with respect to any conditions stated in this permit upon review and approval of the DEQ.
- 3. Whenever a facility expansion, production increase or process modification is anticipated which will result in a change in the character of pollutants to be discharged or which will result in a new or increased discharge that will exceed the conditions of this permit, or if it is determined by the DEQ that the terms or conditions of the permit must be modified in order to adequately protect the public health or environment, a request for either major or minor modifications must be submitted together with the reports as described in Section I. Standard Reporting Requirements, and plans and specifications for the proposed changes. No such facility expansion, production increase or process modification shall be made until plans have been reviewed and approved by the DEQ and a new permit or permit modification has been issued.
- 4. Permits shall be transferable to a new owner or operator provided that the permittee notifies the Director by requesting a minor modification of the permit before the date of transfer.
- 5. Any person violating any provision of the Wastewater Reuse Permit Regulations, or any permit or order issued thereunder shall be liable for a civil penalty not to exceed ten thousand dollars (\$10,000) or one thousand dollars (\$1,000) for each day of a continuing violation, whichever is greater. In addition, pursuant to Title 39, Chapter 1, Idaho Code, any willful or negligent violation may constitute a misdemeanor.
- 6. The Director may revoke a permit if the permittee violates any permit condition or the Wastewater Reuse Permit Regulations.
- 7. Except in cases of emergency, the Director shall issue a written notice of intent to revoke to the permittee prior to final revocation. Revocation shall become final within thirty-five (35) days of receipt of the notice by the permittee, unless within that time the permittee requests an administrative hearing in writing to the Board of Environmental Quality pursuant to the Rules of Administrative Procedures contained in IDAPA 58.01.23.
- 8. If, pursuant to Idaho Code, 67-5247, the Director finds the public health, safety or welfare requires emergency action, the Director shall incorporate findings in support of such action in a written notice of emergency revocation issued to the permittee. Emergency revocation shall be effective upon receipt by the permittee. Thereafter, if requested by the permittee in writing, a revocation hearing before the Board of Environmental Quality shall be provided. Such hearings shall be conducted in accordance with the Rules of Administrative Procedures contained in IDAPA 58.01.23.
- The provisions of this permit are severable and if a provision or its application is declared invalid or unenforceable for any reason, that declaration will not affect the validity or enforceability of the remaining provisions.
- 10. The permittee shall notify the DEQ at least six (6) months prior to permanently removing any permitted reuse facility from service, including any treatment, storage, or other facilities or equipment associated with the reuse site. Prior to commencing closure activities, the permittee shall: a) participate in a pre-site closure meeting with the DEQ; b) develop a site closure plan that identifies specific closure, site characterization, or cleanup tasks with scheduled task completion dates in accordance with agreements made at the pre-site closure meeting; and c) submit the completed site closure plan to the DEQ for review and approval within forty-five (45) days of the pre-site closure meeting. The permittee must complete the DEQ approved site closure plan.

	LA-000216-02	Ketchum/Sun Valley Water and Sewer District	May 10, 2011	Page 16
--	--------------	--	--------------	---------

Appendix 1 Environmental Monitoring Serial Numbers

CLASS A WATER USES FOR LA-000216-02

Description
Irrigation
Fire Suppression
Snowmaking
Future uses as allowed by the Reuse Rules

WASTEWATER SAMPLING POINTS

Serial Number	Description/Location
WW-021607	Following disinfection and prior to discharge from WWTP

LAGOONS

Serial Number	Description
LG-021601	Dollar Mountain Storage Reservoir

FLOW METERS

Serial Number	Description
FM-021601	Magnetometer at WWTP

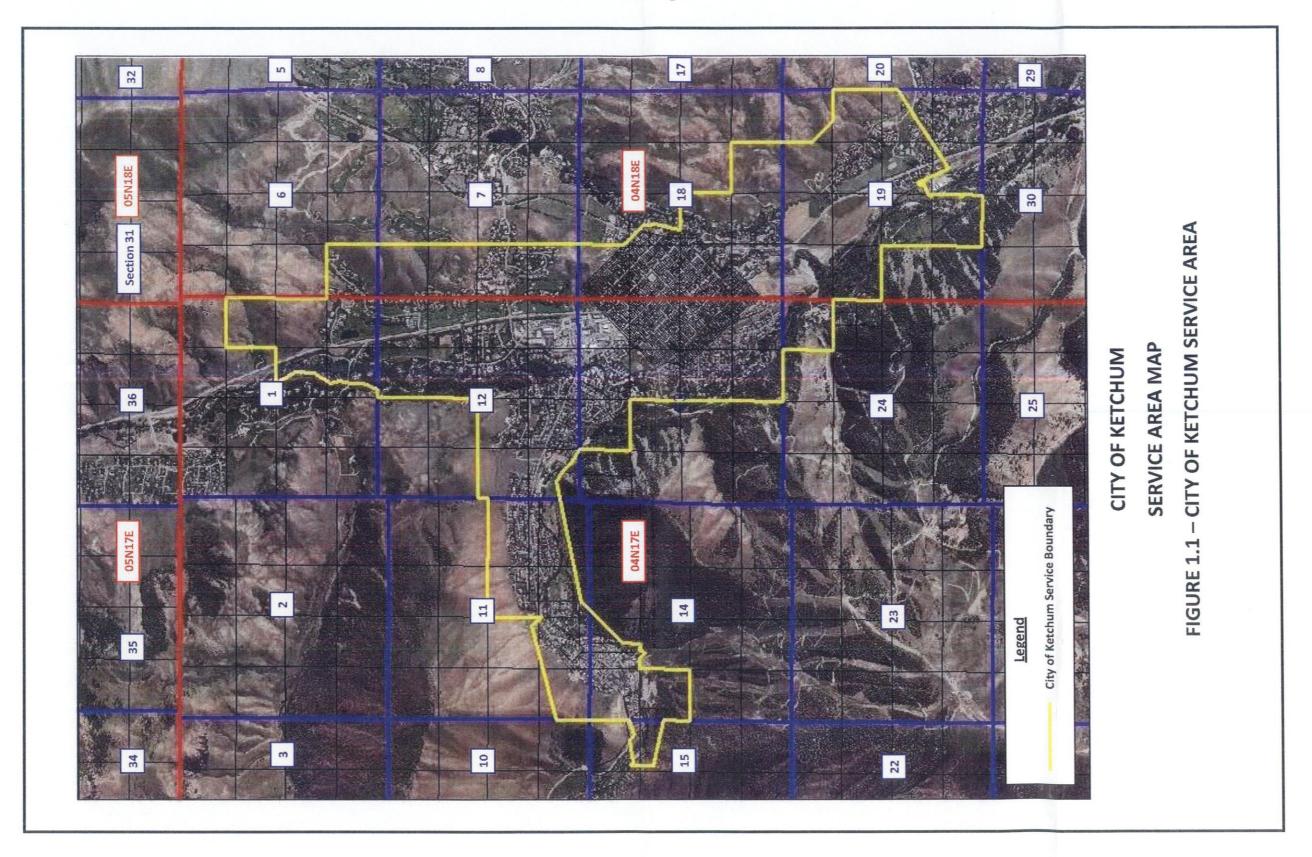
LA-000216-02 Ketchum/Sun Valley Water and Sewer District May 10, 2011 Page 17	A-000216-02	nd May 10, 2011 Page 17	Ketchum/Sun Valley Water and Sewer District
---	-------------	-------------------------	--

Appendix 2 Site Maps

Site Maps

- a) Figure 1. General Location Map
 - > General locations (property boundaries) of municipal plant and reuse site. Include township(s), range(s) and section(s).
 - ➤ Figure 1.1 City of Ketchum Service Area
 - ➤ Figure 1.2 SVWSD Service Area
- b) Figure 2. Management Unit Map
 - > All hydraulic management units (including serial numbers), and all lagoons and storage structures (including serial numbers).
 - ➤ Figure 2.1 City of Ketchum Class A Areas
 - > Figure 2.2 SVWSD Class A Areas
- c) Figure 3. Wells/Surface Water/Groundwater Flow Map (See Compliance Activity CA-216-03)
 - > All private and public drinking water supply sources within ¼ mile of reuse sites; all springs, wetlands, and surface waters within ¼ mile of reuse sites; and groundwater contours and direction of flow.

	LA-000216-02	Ketchum/Sun Valley Water and Sewer District	May 10, 2011	Page 18
--	--------------	--	--------------	---------



LA-000216-02	Ketchum/Sun Valley Water and Sewer District	May 10, 2011	Page 19

LA-000216-02

Ketchum/Sun Valley Water and Sewer District

May 10, 2011

Page 20

FIGURE 2.1 – CITY OF KETCHUM REUSE AREAS

Page 21

LA-000216-02

Ketchum/Sun Valley Water and Sewer District

May 10, 2011

Page 22





Wastewater Treatment Plant Classification Worksheet



IDAHO PUBLIC WASTEWATER TREATMENT PLANT CLASSIFICATION WORKSHEET

OFFICE USE			
DO NOT	WRITE	HERE	

System Class	
Upgrade STD	5 Yr_
Approved by	
Date	

Name of System:	Ketchum/Sun Valley W	Vastewater Treatment Plant	Арр
Legal Owner of T	reatment System City of Keto	chum/Sun Valley Water and Sewer District	Date
	110 River Ranch Rd		
City: Ketchum	State: ID	Zip Code: 83340	
Contact Person: N		itle: Wastewater Division Supervisor	
Business Phone N	umber: (208)726-7825	Email mmummert@ketchumidaho.org	
Treatment Plant (n - Design Flow/Actual Flow Classification Worksheet is Rating System Upgraystem classification rating ((MGD) (MGD) s (Check one): rade Standard 5 Year	Rating

classification worksheet when submitting to DEQ.

Instructions:

Use this rating form for all types of public wastewater treatment plants, facilities, or systems D-16 that treat domestic and/or industrial wastewater including, but not limited to traditional biological and mechanical treatment processes, large soil absorption systems, community drainfields, and wastewater lagoon systems. Fill out ONE form for the wastewater treatment facility including all sequential, parallel or multiple treatment processes for both effluent and solids that provide treatment of all wastewater introduced into the system.

Attach a flow schematic or hydraulic flow diagram of the treatment facility to this treatment plant

How to Assign Points:

Evaluate each item listed in the table below and place the specified point value next to each item selected. Each unit process should have points assigned only once. Add the total number of points selected to determine the class of the treatment system. Definitions describing all configurations, names, and/or reasons why rating points are or are not assigned to a particular item are provided for those items with a small D-number behind the item, i.e. D-1. Check the definition if unsure whether a particular treatment plant process qualifies for the point value shown.

Treatment facilities will be classified as VSWW, Class II, Class II, Class III or Class IV with IV being the largest and most complex. Mail the completed, signed form to the Department of Environmental Quality 1410 N. Hilton, Boise, ID 83706 Attention: Jerimiah Fenton or Jerimiah. Fenton@deq.idaho.gov. Keep a photocopy of the original form for your files.

Item	Points	Your System						
System Size (2 to 20 points)								
Number of Connections (for information only)	(not scored)	3200						
Maximum population served, peak day (1 point minimum to 10 point maximum) 15334	1 point/10,000 or part	2						
Design flow (average/day) or peak months (average/day) Whichever is larger (1 point min to 10 point max) 4.0 MGD design flow	l point/MGD or part	4						

Item	Points	Your System								
Variation in Raw Wastewater (0 to 6 po	oints) ¹									
Variations do not exceed those normally or typically expected	0 points	0								
Recurring deviations/excessive variations of 100% to 200% in										
strength/flow	2 points	0								
Recurring deviations/excessive variations of more than 200% in	4 points	0								
strength/flow	4 points	U								
Raw wastewater subject to toxic waste discharges	6 points	0								
Impact of septage or truck-hauled wastewater (0 to 4 points)	0-4 points	0								
Preliminary Treatment Process										
Plant pumping of main flow	3 points	3								
Screening, comminution	3 points	3								
Grit removal	3 points	3								
Equalization	1 point	0								
Primary Treatment Process										
Primary clarifiers	5 points	0								
Imhoff tanks, septic tanks, or similar (combined	5 noints									
sedimentation/digestion) ^{D-8}	5 points	0								
Secondary Treatment Process										
Fixed-film reactor ^{D-7}	10 points	0								
Activated sludge ^{D-1}	15 points	15								
Stabilization ponds or lagoon without aeration	5 points	0								
Stabilization ponds or lagoon with aeration	8 points	0								
Membrane Biological Reactor (MBR) – Basic MBR which combines										
activated sludge (minus secondary clarification) and membrane	15 points	0								
filtration. ^{D-17}	15 points									
Tertiary Treatment Process										
Polishing ponds for advanced wastewater treatment	2 points	0								
Chemical/physical advanced wastewater treatment w/o secondary ^{D-5}	15 points	0								
Chemical/physical advanced wastewater treatment following	10 points	10								
secondary ^{D-4}	To points	10								
Biological or chemical/biological advanced wastewater treatment ^{D-2}	12 points	0								
Nitrification by designed extended aeration only	2 points	2								
Ion exchange for advanced wastewater treatment	10 points	0								
Reverse osmosis, electrodialysis and other membrane filtration		0								
techniques for advanced wastewater treatment	15 points	0								
Advanced wastewater treatment chemical recovery, carbon regeneration	4 points	0								
Media filtration (removal of solids by sand or other media) D-13	5 points	5								
Additional Treatment Processes										
Chemical additions (2 points each for a max of 6 points) ^{D-3}	0-6 points	4								
Dissolved air floatation (for other than sludge thickening)	8 points	0								
Intermittent sand filter	2 points	0								
Recirculating intermittent sand filter	3 points	0								
Microscreens	5 points	0								
Generation of oxygen	5 points	0								

Solids Handling		
Solids stabilization (used to reduce pathogens, volatile organic		}
chemicals & odors include lime or similar treatment and thermal conditioning) ^{D-15}	5 points	0
Gravity thickening	2 points	2
Mechanical dewatering of solids ^{D-11}	8 points	0
Anaerobic digestion of solids	10 points	0
Aerobic digestion of solids	6 points	6
Evaporative sludge drying	2 points	2
Solids reduction (including incineration, wet oxidation)	12 points	0
On-site landfill for solids	2 points	0
Solids composting ^{D-14}	10 points	10
Land application of biosolids by contractor D-9	2 points	0
Land application of biosolids by facility operator in responsible charge	10 points	0
Disinfection (0 to 10 points maximu	m)	
No disinfection	0 points	0
Chlorination (including chlorine dioxide or chloramines) or ultraviolet irradiation	5 points	5
Ozonation	10 points	0
Effluent Discharge (0 to 10 points maxi		
No discharge	0 points	0
Discharge to surface water receiving stream ^{D-6}	0 points	0
Mechanical post aeration ^{D-12}	2 points	0
Land treatment with surface disposal or land treatment with subsurface disposal D-10	4 points	0
Direct recycle and reuse	6 points	6
Instrumentation (0 to 6 point maximi		
SCADA or similar instrumentation systems to provide data with no process operation	0 points	0
SCADA or similar instrumentation systems to provide data with limited process operation	2 points	0
SCADA or similar instrumentation systems to provide data with moderate process operation	4 points	4
SCADA or similar instrumentation systems to provide data with extensive or total process operation	6 points	0
Laboratory Control (0 to 15 point maxin	num) ²	
Bacteriological/Biological Laboratory Control (0 to	5 point maximum)	
Lab work done outside the treatment plant	0 points	0
Membrane filter procedures	3 points	3
Use of fermentation tubes or any dilution method; fecal coliform determination	5 points	0
Chemical/Physical Laboratory Control (0 to 10 p		····
Lab work done outside the treatment plant	0 points	0
Push-button or visual (colorimetric) methods for simple tests such as pH, settleable solids	3 points	0
Additional procedures such as DO, COD, BOD, gas analysis, titrations,	- F	

solids, volat	s, volatile content 5 points						
	More advanced determinations such as specific constituents; nutrients,						
total oils, ph	nenols	7 points	,				
Highly soph	Highly sophisticated instrumentation such as atomic absorption, gas						
chromatogra	aphy	10 points	0				
	TOTAL POINTS	FOR YOUR SYSTEM	96				
	System Classification Key		Classification				
A system co	emprised of only one of the following wastewater treatment properties of the following wastewater treatment wastewater treatment with the following wastewater treatment wastewater treatment with the following wastewater wastewater treatment which wastewater to be a followed with the following wastewater with the following wastewater wastewater wastewater with the following wastewater wastewater with the following wastewater wastewater wastewater wastewater wastewater with the following wastewater wastew	ocesses: aerated lagoon					
(s), non-aera	□ vswws						
meets the de							
0-30 points							
	Class II						
	Class III						
		76 or greater	Class IV				
Footnote 1	ootnote The key concept is frequency and/or intensity of deviation or excessive variation from normal or typical						
2	fluctuations; such deviation can be in terms of strength, toxicity, shock loads, I/I, with points from 0-6.						
Footnote ²	Footnote ² The key concept is to credit laboratory analyses done on-site by plant personnel under the direction of the operator in direct responsible charge with points from 0-15.						

Wastewater Treatment Definitions

Signature of Legal Owner or Owner's Representative

- D-1. Activated Sludge Wastewater treatment by aeration of suspended organisms followed by secondary clarification, including extended aeration, oxidation ditches, Intermittent Cycle Extended Aeration system (ICEAS), and other similar processes. A sequencing batch reactor with the purpose of providing this form of treatment would be rated under this category.
- D-2. **Biological or chemical/biological advanced wastewater treatment** The advanced treatment of wastewater for nutrient removal including nitrification, denitrification, or phosphorus removal utilizing biological or chemical processes or a combination. If the facility is designed to nitrify based solely on detention time in an extended aeration system, only the points for nitrification by designed extended aeration should be given.
- D-3. Chemical addition The addition of a chemical to wastewater at an application point for the purposes of adjusting pH or alkalinity, improving solids removal, dechlorinating, removing odors, providing nutrients, or otherwise enhancing treatment, excluding chlorination for disinfection of effluent and the addition of enzymes or any process included in the Tertiary Chemical/Physical Processes. The capability to add a chemical at different application points for the same purpose should be rated as one application; the capability to add a chemical(s) to dual units should be rated as one application; and the capability to add a chemical at different application points for different purposes should be rated as separate applications.
- D-4. Chemical/physical advanced treatment following secondary The use of chemical or physical advanced treatment processes following (or in conjunction with) a secondary treatment process. This would include processes such as carbon adsorption, air stripping, chemical coagulation, and precipitation, etc.
- D-5. Chemical/physical advanced treatment without secondary The use of chemical or physical advanced treatment processes without the use of a secondary treatment process. This would include processes such as carbon adsorption, air stripping, chemical coagulation, precipitation, etc.

- D-6. **Discharge to Receiving Water** Treatment processes present at the facility are designed to achieve NPDES permit limitations that have already factored in the sensitivity of the receiving stream. Consequently, no additional points are assigned to rate the receiving stream separately from the facility treatment processes.
- D-7. Fixed-film reactor Biofiltration by trickling filters or rotating biological contactors followed by secondary clarification.
- D-8. Imhoff tanks (or similar) Imhoff tanks, septic tanks, spirogester, clarigester, or other single unit for combined sedimentation and digestion.
- D-9. Land application of biosolids by contractor The land application or beneficial reuse of biosolids by a contractor outside of the control of the operator in direct responsible charge of the wastewater treatment facility.
- D-10. Land treatment and disposal (surface or subsurface) The ultimate treatment and disposal of the effluent onto the surface of the ground by rapid infiltration or rotary distributor or by spray irrigation. Subsurface treatment and disposal would be accomplished by infiltration gallery, injection, or gravity or pressurized drainfield.
- D-11. **Mechanical dewatering** The removal of water from sludge by any of the following processes and including the addition of polymers in any of the following: vacuum filtration; frame, belt, or plate filter presses; centrifuge; or dissolved air floatation.
- D-12. **Mechanical post-aeration** The introduction of air into the effluent by mechanical means such as diffused or mechanical aeration. Cascade aeration would not be assigned points.
- D-13. Media Filtration The advanced treatment of wastewater for removal of solids by sand or other media or mixed media filtration.
- D-14. **Solids composting** The biological decomposition process producing carbon dioxide, water, and heat. Typical methods are windrow, forced air-static pile, and mechanical.
- D--15. Solids stabilization The processes to oxidize or reduce the organic matter in the sludge to a more stable form. These processes reduce pathogens or reduce the volatile organic chemicals and thereby reduce the potential for odor. These processes would include lime (or similar) treatment and thermal conditioning. Other stabilization processes such as aerobic or anaerobic digestion and composting are listed individually.
- D-16 Wastewater Treatment Facility. Any physical facility or land area for the purpose of collecting, treating, neutralizing or stabilizing pollutants including treatment plants, the necessary intercepting, outfall and outlet sewers, pumping stations integral to such plants or sewers, equipment and furnishing thereof and their appurtenances. A treatment facility may also be known as a treatment system, wastewater treatment system, wastewater treatment facility, or wastewater treatment plant (IDAPA 58.01.16.010).
- D-17 Membrane Biological Reactor (MBR) Point Factoring The points assigned to the basic MBR unit does not include points for any additional treatment processes such as phosphorus removal, nitrification, denitrification, land application, rapid infiltration basins, lagoons, etc. Points must be assigned separately to each additional treatment process beyond the basic MBR unit.

 Additional treatment processes may vary on a case-by-case basis.

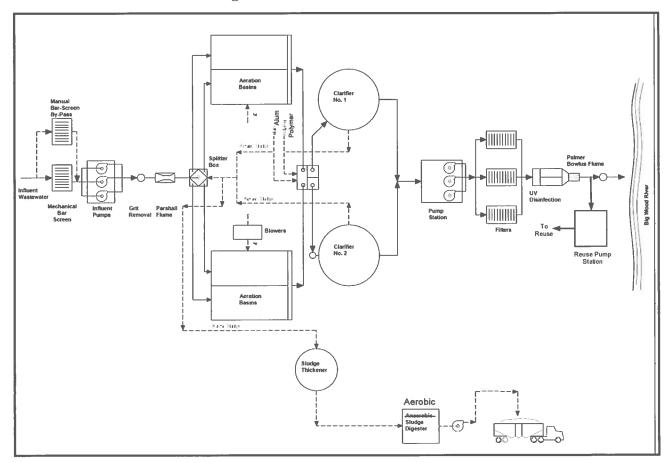


Figure 1-2 – Flow Schematic

1.2 DESIGN LOADING

The wastewater treatment facilities were designed to successfully treat wastewater with the design loadings outlined in **Table 1-1**.



Cost Opinion

		Aeration Basins - Anoxic and MLR (Nos. 3 & 4)		Aeration Basin Blower Repair		Grit Removal System		Aeration Basin Upgrades (Nos. 1 & 2)	
		Diffuser System	\$17,000	Blower	\$65,000	Grit Chamber Baffles		Center Wall Catwalk	\$45,000
		Submersible Mixer	\$186,728			Grit Concentrator		Catwalk Railing	\$12,960
		MLR Pumps	\$90,000			Grit Washer		Catwalk Canopy	\$32,400
		Installation	\$117,491			Grit Pump		Baffle Walls	\$115,556
								Diffuser System	\$170,000
						Combined Cost	\$300,026	MLR Pumps	\$90,000
						Installation	\$120,010	Submersible Mixer	\$186,728
								Installation	\$218,691
								Air Piping	\$100,000
Electrical	20.00%		\$78,844		\$0		\$84,007		\$115,738
I&C	12.00%		\$47,306		\$0		\$50,404		\$69,443
	Subtotal		\$537,368		\$65,000		\$554,448		\$1,156,515
Contractor's Field Overhead	10.00%		\$54,000		\$0		\$55,000		\$116,000
Sales Tax on Real Property	6.00%		\$7,000				\$7,000		\$25,000
	Subtotal		\$598,000		\$65,000		\$616,000		\$1,298,000
Contractor's Fee (Profit)	10.00%		\$60,000		\$0		\$62,000		\$130,000
Contractor's Bonds and Insurance	1.50%		\$9,000		\$0		\$9,000		\$19,000
Undefined Scope of Work/Contingency	25.00%		\$150,000		\$0		\$154,000		\$325,000
	Subtotal		\$817,000		\$65,000		\$841,000		\$1,772,000
Escalation for Unforseen Market Conditions	5.00%		\$41,000		\$0		\$42,000		\$89,000
	Subtotal		\$858,000		\$65,000		\$883,000		\$1,861,000
Engineering Design and SDC	15.00%		\$129,000		\$0		\$132,000		\$279,000
	Subtotal		\$987,000		\$65,000		\$1,015,000		\$2,140,000
	-20%		\$790,000		\$52,000		\$812,000		\$1,712,000
	40%		\$1,382,000		\$91,000		\$1,421,000		\$2,996,000

		Rotary Drum Thickener & Dewater	ring Building	ing Building Remove Digester No. 1 Building and New Flat Covers		Clarifier No. 1 HVAC and Roof Repair		Gravity Thickener & Transfer Building Demo	
	1	RDT	\$355,000	Dig #1 Bldg Demo	\$40,000	0 C1D1 Heaters (x2)	\$20,000	Thickener Demo	\$40,000
		Sludge Transfer to Pro Cav	\$11,978	B Digester Cover	\$191,599	9 Clarifier Roof	\$69,775	Transfer Building Demo	\$35,000
	,	Dewatering Bldg	\$2,000,000	O Cover Install	\$76,640	J			
	, , , , , , , , , , , , , , , , , , ,	Conveyor	\$100,000	Misc. Metals	\$50,000	j			<u>'</u>
		Electrical Service & Control Panel	\$150,000)					'
		Piping	\$100,000	J	,				<u>'</u>
		MCC	\$280,000)					
		Installation	\$398,791	i					
Electrical	20.00%	0	\$279,154	1	\$10,000)	\$4,000		\$0
I&C	12.00%	١	\$167,492		\$6,000	J.	\$2,400		\$0
	Subtotal	A	\$3,842,415	ز	\$374,239	ė	\$96,175	,	\$75,000
Contractor's Field Overhead	10.00%	١	\$384,000)	\$37,000	į	\$10,000		\$8,000
Sales Tax on Real Property	6.00%	٥	\$144,000)	\$7,000	ı	\$4,000		\$5,000
	Subtotal	4	\$4,370,000)	\$418,000	ار	\$110,000		\$88,000
Contractor's Fee (Profit)	10.00%	١	\$437,000	J	\$42,000	ı	\$11,000		\$9,000
Contractor's Bonds and Insurance		٥	\$66,000)	\$6,000	ı	\$2,000		\$1,000
Undefined Scope of Work/Contingency	25.00%	٥	\$1,093,000)	\$105,000	ار	\$28,000		\$22,000
	Subtotal	4	\$5,966,000)	\$571,000	(\$151,000		\$120,000
Escalation for Unforseen Market Conditions	5.00%	١	\$298,000)	\$29,000	J	\$8,000		\$6,000
	Subtotal	4	\$6,264,000	J .	\$600,000	ار	\$159,000		\$126,000
Engineering Design and SDC	15.00%		\$940,000	J	\$90,000		\$24,000		\$19,000
	Subtotal	1	\$7,204,000)	\$690,000		\$183,000		\$145,000
	-20%	٥	\$5,763,000)	\$552,000	į	\$146,000		\$116,000
	40%	٥	\$10,086,000		\$966,000		\$256,000		\$203,000

		Digester No. 2		Screw Press		New & Replacemen Blowers	t Digester	AB Blower 1	& Electrical
		Concrete	\$688,148	Screw Press \$	450,000	Blower Replacement	\$232,000	Blowers	\$249,000
		Digester Diffusers	\$97,105			New Blowers	\$232,000	Air Piping	\$75,000
		Dig #2 & #3 Transfer Pumps	\$23,956	Installation \$	180,000			MCC-2	\$275,000
		Digester Cover	\$191,599			Installation	\$215,600	Installation	\$239,600
		Installation	\$165,064			Air Piping	\$75,000	Spare Xfrmr	\$50,000
		Excavation	\$92,444						
		Air Piping	\$100,000						
Electrical	20.00%		\$24,791	\$	126,000		\$150,920		\$167,720
I&C	12.00%		\$14,875		\$75,600		\$90,552		\$100,632
	Subtotal		\$1,397,982	\$	831,600		\$996,072		\$1,156,952
Contractor's Field Overhead	10.00%		\$140,000		\$83,000		\$100,000		\$116,000
Sales Tax on Real Property	6.00%		\$68,000		\$11,000		\$13,000		\$14,000
	Subtotal		\$1,606,000	\$	926,000		\$1,109,000		\$1,287,000
Contractor's Fee (Profit)	10.00%		\$161,000		\$93,000		\$111,000		\$129,000
Contractor's Bonds and Insurance	1.50%		\$24,000		\$14,000		\$17,000		\$19,000
Undefined Scope of Work/Contingency	25.00%		\$402,000	\$	232,000		\$277,000		\$322,000
	Subtotal		\$2,193,000	\$1,	,265,000		\$1,514,000		\$1,757,000
Escalation for Unforseen Market Conditions	5.00%		\$110,000		\$63,000		\$76,000		\$88,000
	Subtotal		\$2,303,000	\$1,	,328,000		\$1,590,000		\$1,845,000
Engineering Design and SDC	15.00%		\$345,000	\$	199,000		\$239,000		\$277,000
	Subtotal		\$2,648,000	\$1,	,527,000		\$1,829,000		\$2,122,000
	-20%		\$2,118,000	\$1,	,222,000		\$1,463,000		\$1,698,000
	40%		\$3,707,000	\$2,	,138,000		\$2,561,000		\$2,971,000

		AB Blower 2 + I	Building	AB Blo	ower 3	AB Blower 4 & Y	ard Piping	Replace Gen	erator & MCC-3
		Blowers	\$249,000	Blowers	\$249,000	Blowers	\$249,000	Generator	\$225,000
		Building Expansion	\$311,250	Air Piping	\$75,000	Air Piping	\$75,000	MCC-3	\$185,000
		Air Piping	\$75,000			Yard Piping to 16"	\$10,000	Installation	\$90,000
		Installation	\$129,600	Installation	\$129,600	Installation	\$207,600		
						MCC-4	\$185,000		
Electrical	20.00%		\$90,720		\$90,720		\$128,320		\$100,000
I&C	12.00%		\$54,432		\$54,432		\$76,992		\$60,000
	Subtotal		\$910,002		\$598,752		\$931,912		\$660,000
Contractor's Field Overhead	10.00%		\$91,000		\$60,000		\$93,000		\$66,000
Sales Tax on Real Property	6.00%		\$26,000		\$8,000		\$12,000		\$40,000
	Subtotal		\$1,027,000		\$667,000		\$1,037,000		\$766,000
Contractor's Fee (Profit)	10.00%		\$103,000		\$67,000		\$104,000		\$77,000
Contractor's Bonds and Insurance	1.50%		\$15,000		\$10,000		\$16,000		\$11,000
Undefined Scope of Work/Contingency	25.00%		\$257,000		\$167,000		\$259,000		\$192,000
	Subtotal		\$1,402,000		\$911,000		\$1,416,000		\$1,046,000
Escalation for Unforseen Market Conditions	5.00%		\$70,000		\$46,000		\$71,000		\$52,000
	Subtotal		\$1,472,000		\$957,000		\$1,487,000		\$1,098,000
Engineering Design and SDC	15.00%		\$221,000		\$144,000		\$223,000		\$165,000
	Subtotal		\$1,693,000		\$1,101,000		\$1,710,000		\$1,263,000
	-20%		\$1,354,000		\$881,000		\$1,368,000		\$1,010,000
	40%		\$2,370,000		\$1,541,000		\$2,394,000		\$1,768,000

		Pump Replacement	S	Replace UV E	Equipment	Upgrade PL	C Hardware	Upgrade F	ilter PLC
		Influent	\$84,210	UV System	\$500,000	Hardware	\$400,000	Filter PLC	\$30,000
		Effluent	\$76,995						
		RAS	\$94,005	Installation	\$200,000	Installation	\$160,000	Installation	\$12,000
		WAS	\$8,243						
		Scum	\$15,000						
		Plant Drain	\$50,000						
		Alum & Polymer	\$30,000						
		Reuse	\$313,011						
Electrical	20.00%		\$67,146		\$140,000		\$112,000		\$8,400
I&C	12.00%		\$40,288		\$84,000		\$67,200		\$5,040
	Subtotal		\$778,898		\$924,000		\$739,200		\$55,440
Contractor's Field Overhead	10.00%		\$78,000		\$92,000		\$74,000		\$6,000
Sales Tax on Real Property	6.00%				\$12,000		\$10,000		\$1,000
	Subtotal		\$857,000		\$1,028,000		\$823,000		\$62,000
Contractor's Fee (Profit)	10.00%		\$86,000		\$103,000		\$82,000		\$6,000
Contractor's Bonds and Insurance	1.50%		\$13,000		\$15,000		\$12,000		\$1,000
Undefined Scope of Work/Contingency	25.00%		\$214,000		\$257,000		\$206,000		\$16,000
	Subtotal		\$1,170,000		\$1,403,000		\$1,123,000		\$85,000
Escalation for Unforseen Market Conditions	5.00%		\$59,000		\$70,000		\$56,000		\$4,000
	Subtotal		\$1,229,000		\$1,473,000		\$1,179,000		\$89,000
Engineering Design and SDC	15.00%		\$184,000		\$221,000		\$177,000		\$13,000
	Subtotal		\$1,413,000		\$1,694,000		\$1,356,000		\$102,000
	-20%		\$1,130,000		\$1,355,000		\$1,085,000		\$82,000
	40%		\$1,978,000		\$2,372,000		\$1,898,000		\$143,000

		Digester No. 1 Diffusers		Clarifier Mechanisr Replacemen		Upgrade Dewate	ring PLC	Misc. Headworks Improvements		
		4x 6" 12ga 304SS Dropleg		Mechanism Refurbish	\$163,000	Dewatering PLC	\$30,000	Misc. Improvements	\$50,000	
		4x 4" 17.7 SDR PVC Manifold								
		4x 4" 17.7 SDR PVC Distributors		Installation	\$65,200	Installation	\$12,000	Installation	\$20,000	
		613x 9" SSII Diffusers	\$52,105							
		Piping Cost	\$45,000							
		Installation	\$38,842							
Electrical	20.00%		\$0		\$45,640		\$8,400		\$14,000	
I&C	12.00%		\$0		\$27,384		\$5,040		\$8,400	
	Subtotal		\$135,947		\$301,224		\$55,440		\$92,400	
Contractor's Field Overhead	10.00%		\$14,000		\$30,000		\$6,000		\$9,000	
Sales Tax on Real Property	6.00%		\$2,000		\$4,000		\$1,000		\$1,000	
	Subtotal		\$152,000		\$335,000		\$62,000		\$102,000	
Contractor's Fee (Profit)	10.00%		\$15,000		\$34,000		\$6,000		\$10,000	
Contractor's Bonds and Insurance	1.50%		\$2,000		\$5,000		\$1,000		\$2,000	
Undefined Scope of Work/Contingency	25.00%		\$38,000		\$84,000		\$16,000		\$26,000	
	Subtotal		\$207,000		\$458,000		\$85,000		\$140,000	
Escalation for Unforseen Market Conditions	5.00%		\$10,000		\$23,000		\$4,000		\$7,000	
	Subtotal		\$217,000		\$481,000		\$89,000		\$147,000	
Engineering Design and SDC	15.00%		\$33,000		\$72,000		\$13,000		\$22,000	
	Subtotal		\$250,000		\$553,000		\$102,000		\$169,000	
	-20%		\$200,000		\$442,000		\$82,000		\$135,000	
	40%		\$350,000		\$774,000		\$143,000		\$237,000	

		Headworks	PLC	Upgrade U\	V PLC	Clarifier Mechanisr Replacemen		Lab/Ops/Maintenance Remodel		
		Headworks PLC	\$30,000	UV PLC	\$30,000	Mechanism Refurbish	\$133,500	Upgrade Lab/Ops/Maintenance Building	\$400,000	
		Installation	\$12,000	Installation	\$12,000	Installation	\$53,400			
								All Buildings Stucco Repair (built into \$500,000 above)		
Charteian	20.000/		E0 400		ED 400		£27 200		E00 000	
Electrical I&C	20.00% 12.00%		\$8,400 \$5,040		\$8,400 \$5,040		\$37,380 \$22,428		\$80,000 \$48,000	
180	Subtotal		\$55,440		\$5,040 \$55,440		\$246,708		\$528,000	
Contractor's Field Overhead	10.00%		\$6,000		\$6,000		\$25,000		\$53,000	
Sales Tax on Real Property	6.00%		\$1,000		\$1,000		\$3,000		\$32,000	
Culco Tax on Toar Tiopolity	Subtotal		\$62,000		\$62,000		\$275,000		\$613,000	
Contractor's Fee (Profit)	10.00%		\$6,000		\$6,000		\$28,000		\$61,000	
Contractor's Bonds and Insurance	1.50%		\$1,000		\$1,000		\$4,000		\$9,000	
Undefined Scope of Work/Contingency	25.00%		\$16,000		\$16,000		\$69,000		\$153,000	
	Subtotal		\$85,000		\$85,000		\$376,000		\$836,000	
Escalation for Unforseen Market Conditions	5.00%		\$4,000		\$4,000		\$19,000		\$42,000	
	Subtotal		\$89,000		\$89,000		\$395,000		\$878,000	
Engineering Design and SDC	15.00%		\$13,000		\$13,000		\$59,000		\$132,000	
	Subtotal		\$102,000		\$102,000		\$454,000		\$1,010,000	
	-20%		\$82,000		\$82,000		\$363,000		\$808,000	
	40%		\$143,000		\$143,000		\$636,000		\$1,414,000	

		Replace VFD's	6	Utility Tra	actor	Sewer Clea Tru	_	Parking Lot Rep	aving	Outfall Clea	aring
		RAS Pumps (3) x 2	\$170,000	Tractor	\$67,000	Vac Truck	\$450,000	Parking Lot Repaving	\$400,000	Outfall Clearing	\$100,000
		UV Feed Pumps (3) x 2	\$220,000							(2 x in 20 years)	
		Influent Pumps (3) x 2	\$230,000								
Electrical	20.00%		\$124,000		\$0		\$0		\$0		\$0
I&C	12.00%		\$74,400		\$0		\$0		\$0		\$0
	Subtotal		\$818,400		\$67,000		\$450,000		\$400,000		\$100,000
Contractor's Field Overhead	10.00%		\$82,000		\$0		\$0		\$40,000		\$10,000
Sales Tax on Real Property	6.00%		\$49,000		\$0		\$0		\$24,000		\$6,000
	Subtotal		\$949,000		\$67,000		\$450,000		\$464,000		\$116,000
Contractor's Fee (Profit)	10.00%		\$95,000		\$0		\$0		\$46,000		\$12,000
Contractor's Bonds and Insurance	1.50%		\$14,000		\$0		\$0		\$7,000		\$2,000
Undefined Scope of Work/Contingency	25.00%		\$237,000		\$0		\$0		\$116,000		\$29,000
	Subtotal		\$1,295,000		\$67,000		\$450,000		\$633,000		\$159,000
Escalation for Unforseen Market Conditions	5.00%		\$65,000		\$0		\$0		\$32,000		\$8,000
	Subtotal		\$1,360,000		\$67,000		\$450,000		\$665,000		\$167,000
Engineering Design and SDC	15.00%		\$204,000		\$0		\$0		\$0		\$0
	Subtotal		\$1,564,000		\$67,000		\$450,000		\$665,000		\$167,000
	-20%		\$1,251,000		\$54,000		\$360,000		\$532,000		\$134,000
	40%		\$2,190,000		\$94,000		\$630,000		\$931,000		\$234,000



City of Ketchum

June 13, 2022

Mayor Bradshaw and City Councilors City of Ketchum Ketchum, Idaho

Mayor Bradshaw and City Councilors:

Receive Briefing on Main Street Transportation Analysis & Provide Direction

Recommendation and Summary

The city retained HDR Engineering to complete a technical analysis of future transportation enhancements on Main Street and Warm Springs Road. The scope of work for Main Street included:

- New timing plan for the four signalized intersections to improve AM/PM peak traffic flow (completed)
- o Evaluate conversion from four lane travel facility to two travel lanes with center turn lane
- o Evaluate short- and long-term improvements (vehicular and pedestrian) to each intersection

During the April 11th Council meeting, HDR and staff presented the following recommendations via the attached presentation:

- Request ITD to discontinue the scramble crosswalk while implementing the new signal timing plan for all four intersections. Revert to traditional crosswalk but with <u>new</u> feature of a pedestrian que – *COUNCIL CONCURRED*
- Advance concept design of new Sun Valley Road intersection to understand pros/cons COUNCIL CONCURRED
- Not proceed with further analysis related to lane reconfiguration COUNCIL DID NOT APPROVE.

HDR will present the new scope of work to further investigate long-term lane reconfiguration which involves detailed computer modeling to understand impact to travel time in the corridor.

Sustainability Impact

No direct impact. The project seeks to improve pedestrian and bicycle facilities along the corridor which should increase alternative mobility choices.

Financial Impact

Should the Council support the additional analysis, staff will return with a task order for approval. Adequate funds exist in the Main Street/Warm Springs CIP project to fund the task order.

Attachments

PowerPoint Presentation Initial Findings Memo Proposed New Task Order

SCOPE OF SERVICES

Supplemental # 1

Project Description

The purpose of the project is to evaluate alternatives for Main Street (SH-75) between River Street and Saddle Road for the City of Ketchum, Idaho (City).

The original Scope of Services (SOS) includes the data collection, travel demand forecasting, analysis, and alternatives evaluation for Main Street. HDR Engineering, Inc. (HDR) is the prime consultant with L2 Data Collection (L2) as subconsultant.

The purpose of this supplemental SOS is to provide microsimulation models and analysis of the no-build alternative and two build alternatives under future travel demand conditions.

The scope narrative is organized by the following tasks:

- Task 100 **Project Management**
- Task 600 Alternative Concepts Analysis and Evaluation

Key Understandings

- 1. The City is the agreement administrator and the project is funded by the City. State and Federal funds will not be used.
- 2. This supplemental SOS assumes an additional three (3) month project duration for estimating purposes, with report delivery no later than August 19, 2022, based on an NTP of May 20, 2022.
- 3. In providing opinions of probable construction cost for the project, HDR 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 cost or schedule. HDR, therefore, will not warranty project costs will not vary from HDR's opinions, analyses, projections, or estimates.
- 4. All deliverables will be electronic PDF files. Where hard copies are required, it will be noted in the tasks below.

ALTERNATIVE CONCEPTS ANALYSIS AND EVALUATION 600

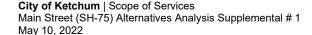
660 Microsimulation Analysis

hdring com

To further evaluate the lane reconfiguration alternative, HDR will conduct an operational analysis using microsimulation (Vissim version 2022) for 2042 analysis year conditions. An existing conditions Vissim model will be developed for the same study area as previously analyzed in Synchro/SimTraffic and will be calibrated to existing traffic flow and field observations. The existing conditions Vissim model will model pedestrians at the study intersections including the HAWK signal.

The calibrated existing conditions model will be used to develop and analyze up to three alternatives:

692





- 2042 No-Build
- 2042 Build Alternative 1: Proposed Lane Reconfiguration (3 lane section)
- 2042 Build Alternative 2: Add Left Turn Lanes at Sun Valley Road Intersection (keep existing 4 lane section on rest of the corridor)

Intersection, multimodal, and roadway segment operations will be estimated for roadways and intersections with assumed intersection control identified through discussions with the City and ITD. Travel times, delay and queuing along Main Street will be documented from Vissim simulation runs of each alternative. Animations created from the Vissim model will provide a visual demonstration of the Build alternatives operations.

Assumptions

- New data collection will not be performed. The Vissim analysis will utilize existing and future traffic volumes previously developed.
- Model calibration will be limited to traffic volumes and field observations provided there is no available travel time data for calibration.
- Model development, calibration, and results will be documented in the Final Report.

Deliverables

- Results and comparison of alternative Vissim model analyses presented in the Final Report
- Visualizations of alternative model runs demonstrating operations under future travel demand

HDR Engineering, Inc.

City of Ke	tchum Main Street (SH-75) Alternatives Analysis				н	OR		
Supplemer	ntal # 1	TOTAL	Principal in Charge	Quality Control	Project Manager	Senior Traffic Engiener	Traffic Engineer	Accounting
600	Alternative Concepts Analysis and Evaluation	224	0	8	2	60	150	4
660	Microsimulation Analysis	224		8	2	60	150	4
	Total:	224	0.0	8.0	2.0	60.0	150.0	4.0
	Total Check:	224.0	0.0	8.0	2.0	60.0	150.0	4.0
	Percent of Project Total:	100.0%	0.0%	3.6%	0.9%	26.8%	67.0%	1.8%

CONSULTANT NAME: HDR Engineering, Inc.

PROJECT NAME: City of Ketchum Main Street (SH-75) Alternatives Ana

PROJECT NO.: Supplemental # 1

KEY NO. N/A

DESIGN

A. SUMMARY ESTIMATED MAN-DAY COSTS

		N	/lan-Hours		Rate		Labor Cost
1 Pri	ncipal in Charge	=	0.00	@	\$319.00	=	\$0.00
2 Qu	ality Control	=	8.00	@	\$204.00	=	\$1,632.00
3 Pro	oject Manager	=	2.00	@	\$235.00	=	\$470.00
4 Sei	nior Traffic Engiener	=	60.00	@	\$243.00	=	\$14,580.00
5 Tra	affic Engineer	=	150.00	@	\$149.00	=	\$22,350.00
6 Acc	counting	=	4.00	@	\$90.00	=	\$360.00
		TOTAL =	224.00		TOTAL	_ =	\$39,392.00
B. OUT-OF-POCKET EXPENSES							
					EXPENSE* nses for HDR	=	\$0.00
C. ESCALATION Anticipated Agreement Date:	May 20, 2022			1			

Anticipated Agreement Date: May 20, 2022 Project Duration: 3 months **Escalation Period:** 0 months

Total Labor Cost Esc Ratio Annual Esc \$39,392.00 Χ 0% \$0.00 3.5% = Х

> HDR Subtotal = \$39,392.00

D. SUBCONSULTANTS

L2 Data Collection

Subconsultant Subtotal = \$0.00

> \$39,392.00 TOTAL =

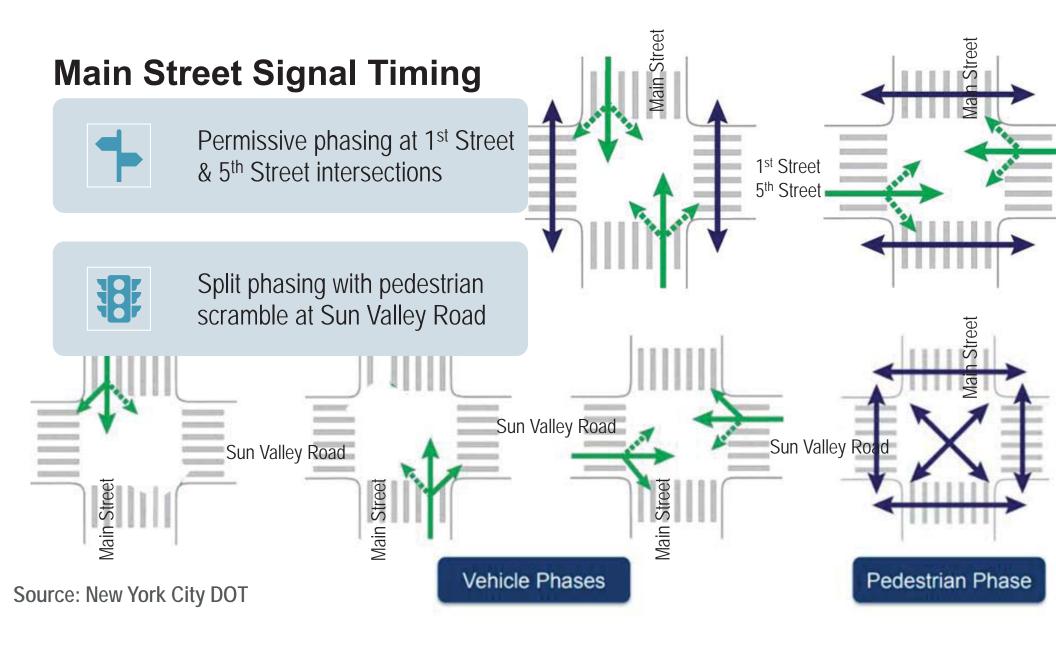
Main Street Analysis Goals

- Improve vehicle progression along the corridor
- Improve pedestrian and bike facilities and crossings
- Enhance streetscape and pedestrian realm

Planning for Achieving the Goals

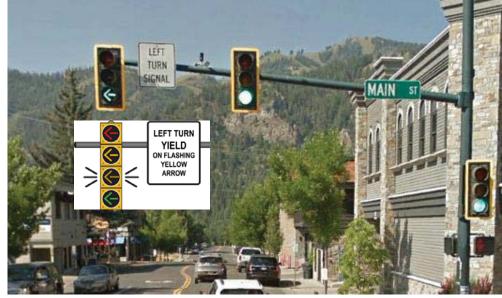
- Short term By the Fourth of July
 - Coordinate signal timing for improved motorized vehicle flow
- Long Term beyond 2025
 - Explore lane reconfiguration options along Main Street that:
 - Maintain motorized vehicle flow at low speed on Main Street
 - Avoid diverting traffic to adjacent local streets
 - Improve pedestrian and bike facilities and crossings
- Mid term 2023 to 2025
 - Improve intersections with upcoming ITD project

Main Street Corridor Short Term Improvements



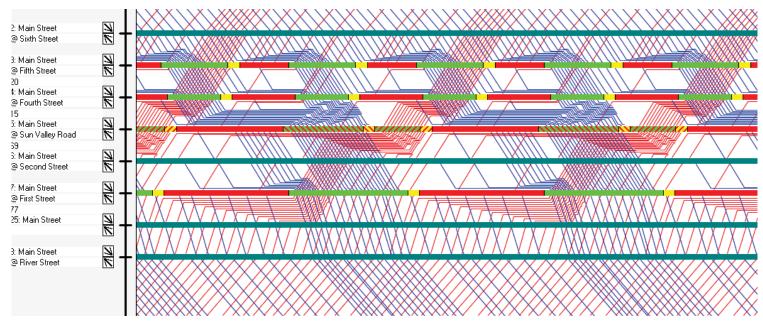
Existing Inefficiencies

- Pedestrian scramble has good intentions but complicates corridor operations and adds delay to both pedestrians and vehicles
- Providing flashing yellow arrows for left turns at Sun Valley Road to be more efficient and could reduce delay
- Southbound merge prior to 1st Street causes congestion





- Developed two signal timing plans
 - Proposed: Keeps existing phasing, specifically the pedestrian scramble at Sun Valley Road intersection
 - Alternative: Removes pedestrian scramble



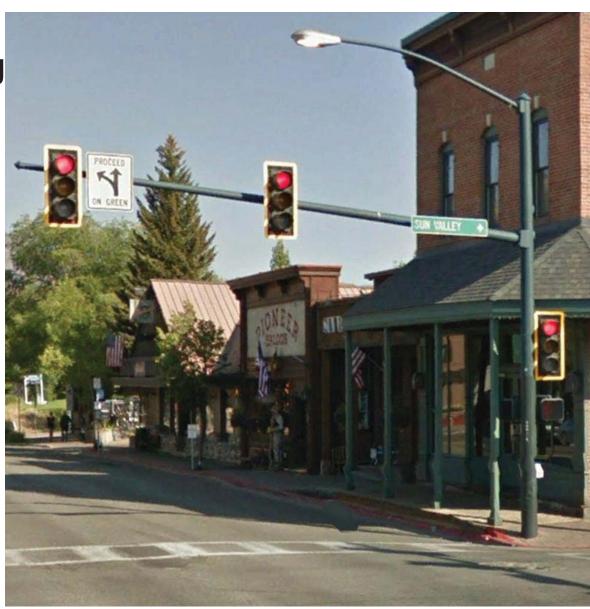
- Coordinated with ITD in January 2022, adjusted timing plans
 - Shared observed inefficiencies and opportunities for improvement
 - Kept cycle lengths to 130 seconds or less
 - Provided two cycles of the 4th Street HAWK for each Sun Valley Road cycle

Table 1. Comparison of Signal Timing Plans

Measure of Effectiveness	Proposed AM	Proposed PM	Alternative AM	Alternative PM
Delay Per Veh (secs/veh)	23	35	10	14
Stops Per Veh	0.29	0.30	0.31	0.34
Total Delay (hr)	49	93	22	37
Average Speed (mph)	8	6	13	11
Unserved Vehicles (#)	138	296	0	0

Next Steps

- ITD will implement the timing plans once radios are installed to synchronize signal control
 - Evaluate removing pedestrian scramble AND install leading pedestrian interval to help keep pedestrians safer.
 - Leading pedestrian interval puts pedestrians out into crosswalk before vehicles get a green indication.
- Goal to have the timing plans in operation by the 4th of July
- ITD and the City should observe traffic patterns during implementation and make needed adjustments the timing plans



Main Street Corridor Long Term Concepts

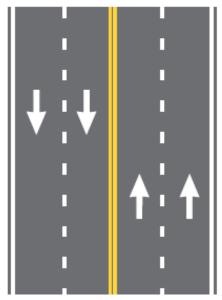
Main Street Corridor – Long Term

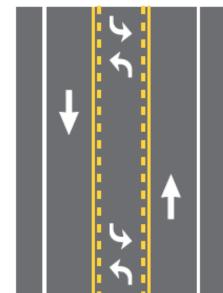
Initial Alternatives

- Investigated future 2042 average and summer conditions
- No-Build Scenario
- Build Scenario Lane Reconfiguration
 - One lane in each direction, dedicated left turn lane at each intersection on Main Street

Source: Road Diet Informational Guide







Build Scenario Results

- Level of service (LOS) improved at Sun Valley Road with left turn lanes
- Reduced Main Street width allowing parking and streetscape enhancements
- Congestion/gridlock and travel time is estimated to increase significantly due high volumes and less storage capacity on Main Street
- Traffic could shift to local streets with congestion on Main Street

2042 No-Build Summer PM Peak Hour

	Overall In	tersection		Mair	Street			Cross	Street	
Main Street Intersection	LOS	Average Delay (s)	Movement	Average Delay (s)	LOS	95th Percentile Queue Length (feet)	Movement	Average Delay (s)	LOS	95th Percentile Queue Length (feet)
River Street	F		NBL	13	В		WBL	108.8	F	110
1st Street	В	14.8	SBT/R	15.7	В	228	WB	18.7	В	267+
1St Street	ь	19.0	NBT/R	11.8	В	131	EB	13.6	В	83
2nd Street	С		SBL	22.1	С		EBL	21.6	C	25
Sun Valley Road	F	121.4	SBT/R	108	F	520+	WBL	69	E	338+
Sun Valley Road	٢	121.4	NBT/R	213.1	F	435+	EBL	55.6	E	86
4th Street	A									
5th Street	A	9.6	SBT/R	8.1	A	205	WB	19.4	В	95
5th Street	Α.	9.0	NBT/R	5.5	A	91	EB	19.3	В	117
6th Street	В		NBL	11	В	45	EBL	12.4	В	25
Total Delay (hours)	93	26 s/veh								
Total Stops	5,059									
Stops per vehicle	0.39									

2042 Build Summer PM Peak Hour

nserved Vehicles

132

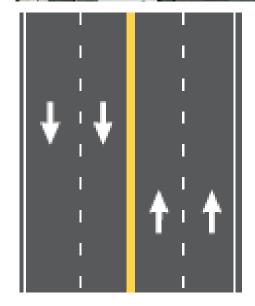
1	Overall In	tersection		Mair	Street			Cross	Street	
Main Street Intersection	LOS	Average Delay (s)	Movement	Average Delay (s)	LOS	95th Percentile Queue Length (feet)	Movement	Average Delay (s)	LOS	95th Percentile Queue Length (feet)
River Street	F		NBL	13	В		WBL	100.7	F	110
1st Street	Е	75.8	SBT/R	116.7	F	838+	WB	84.9	F	511+
1st street	ш	/5.8	NBT/R	27.1	С	583	EB	28.2	C	136
2nd Street	D		SBL	29.5	D		EBL	30.8	D	27.5
Sun Valley Road	С	30.7	SBT/R	30.9	С	869+	EBT/R	46.6	D	135
Suri Valley Road		30.7	NBT/R	6.3	A	514+	WBL	66.8	E	217
4th Street	Α		SBT/R	6.2	A	136				
5th Street	С	23.7	SBT/R	27.1	С	868+	EB	41.9	D	244+
5th street		23.7	NBT/R	8.4	A	157	WB	37.8	D	157
6th Street	В		NBL	11	В	45	EBL	12.4	В	25
Total Delay (hours)	105	29 s/veh								
Total Stops	4.667		-							

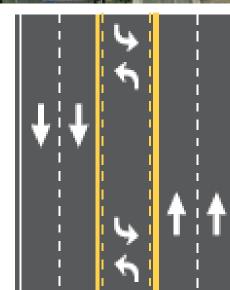
Additional Alternatives

- 1. Add left turn lanes on Main Street at Sun Valley Road, removing split phasing & pedestrian scramble
- 2. Prohibit left turn movements from Main Street except at Sun Valley Road where left turn lanes are added
- 3. Install a five-lane section along Main Street with left turn lanes at each intersection

Source: Road Diet Informational Guide

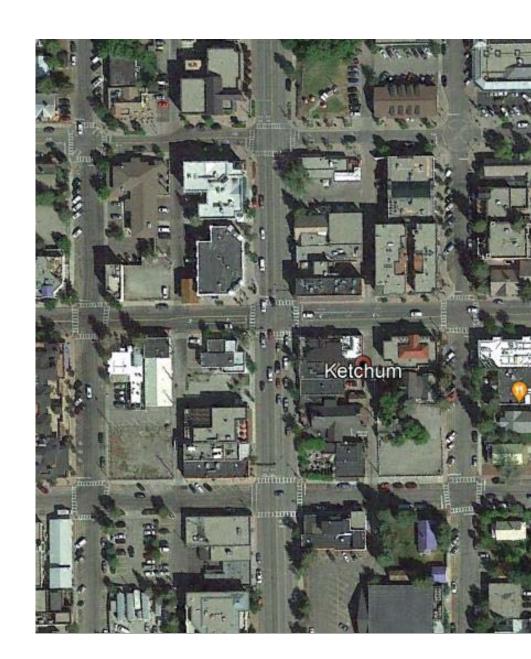


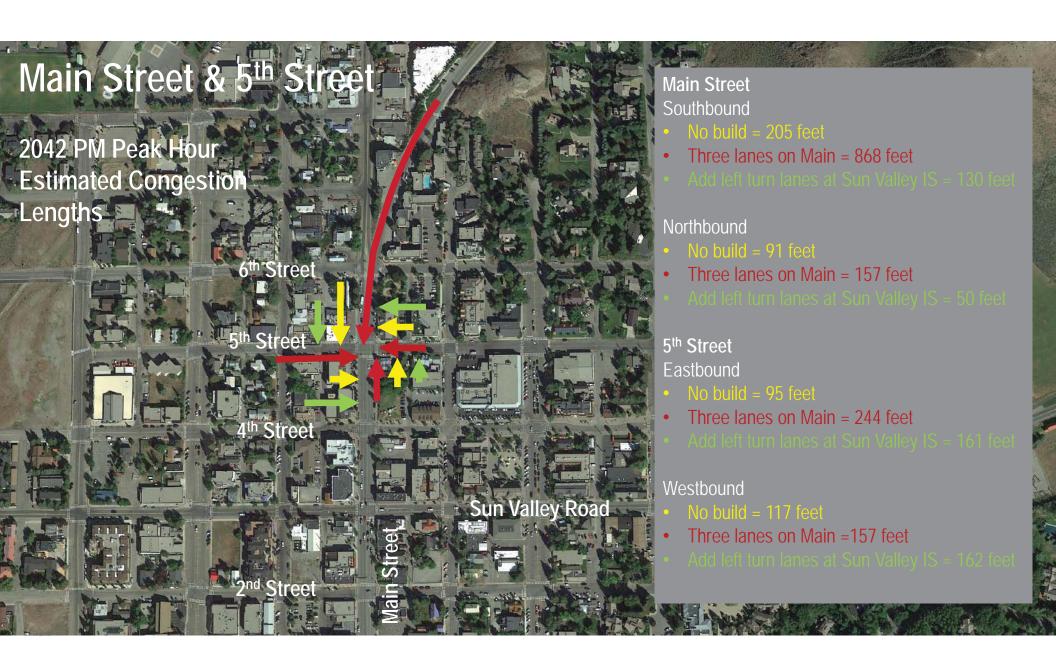




Additional Alternatives

- Each of these alternatives provide:
 - Better LOS
 - Less congestion/gridlock
 - Shorter length of waiting vehicles
 - Better progression and travel time for vehicles, same pedestrian crossing opportunities
 - Shorter cycle lengths = shorter wait times for pedestrians to cross at signalized intersections



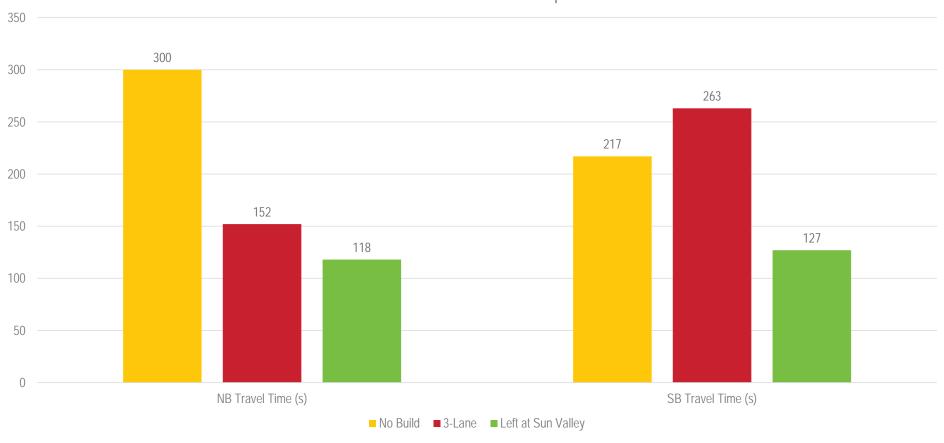






Main Street Corridor Additional Alternatives

PM Peak – Travel Time Comparison



Long Term Recommendations

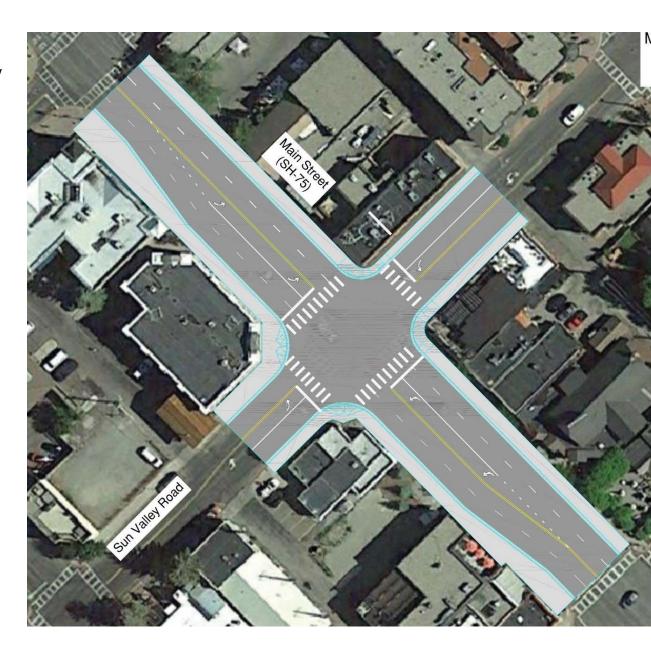
- Do not pursue three lane section
 - Significant impacts to motorized vehicle flow & travel time
 - Congestion on Main Street could cause traffic to use adjacent streets to get through town, increasing volumes, congestion, and conflicts on local streets
- Investigate other alternatives for mid- and long-term concepts

Main Street Corridor Mid Term Concept

Main Street / Sun Valley Road

Concept Layout

- Replace pedestrian scramble with leading pedestrian phase
- Investigate adding left turn lanes on Main Street
 - Curb, gutter, and sidewalk replacement
 - · Balance sidewalks on each side
 - 11' lanes, 9.5' wide sidewalks
 - Remove parking
 - Could be implemented with ITD's upcoming project





Main Street Corridor – Next Steps

- Continue to refine Sun Valley Road concept
- Review other intersections
 - Potential for similar improvements
 - Close left turns from Main Street at 1st & 5th Streets during peaks
 - Identify pedestrian improvements
 - Evaluate vertical element (planter etc.) to help pedestrian feel safer.



June 13, 2022

Mayor Bradshaw and City Councilors City of Ketchum Ketchum, Idaho

Mayor Bradshaw and City Councilors:

Review and Discussion on Draft General Fund Five-Year Capital Improvement Plan

Recommendation and Summary

Staff has updated the General Fund Five-Year Capital Improvement Plan for the City Council's initial review and feedback. Staff will present a non-fiscally constrained plan in the spirit of transparency of all department requests. Based on Council direction, the plan will be revised to ensure expenses match anticipated revenues. The revised plan would be reviewed again during the June 27th Council budget workshop.

Staff would appreciate specific feedback from the Council regarding:

- Does the plan contain projects that are not a priority of the Council?
- Does the plan outline the correct timing to execute the project?
- Are their projects missing in the plan?
- Does the Council desire alternative approaches or scopes to specific projects?

Introduction and History

The Governmental Finance Officers Association outlines a best practice of a multi-year capital improvement plan. Further, Idaho law requires such a plan should the city wish to collect development impact fees for fire, police, parks and transportation. Once the City Council has completed the final approval of the plan, staff will return with an updated Impact Fee Plan for adoption. It is important to note that the only funds that would be requested for appropriation by the Council are associated with Fiscal Year 2023. The plan is intended to be a long-term document which would be revisited at least twice a year. Staff intends to conduct public input on the draft plan and will provide the findings from that effort to the Council before the June 28th budget workshop.

Staff will review the plan to gain policy direction on the following items from the City Council:

- Summary of expenses by department/service function (e.g. transportation)
- Financial impact to both on-going revenues of General Fund and Local Option Tax Fund (LOT), as well as impact to fund balances (General Fund, Capital Fund, LOT)

• Highlight specific projects which might be more appropriate for alternative financing methods, such as long-term lease or bonding versus cash basis

Sustainability Impact

The plan allocates \$50,000 annually for miscellaneous sustainability projects. The plan also contains several specific projects ranging from water conservation in city parks to procurement of electric vehicles where possible. Further work is still needed to determine costs associated with transition to electric only at city facilities.

Financial Requirement/Impact

The attached document outlines both cost estimates for proposed projects as well as the source of funding.

Attachment:

Draft Five-Year Capital Improvement Plan

Ketchum Capital Improvement Program Sources/Uses Summary - FY 2022	Version Date		6/3/22									
								Projected Fund	ling Sources			
							Capital Fund					
Description	Department	Expenditure Category	Status	Encumbrance Year (FY)	Projected Cost	Local Option Tax	Current Year Funding*	Planned Use of Fund Balance	Donations	Urban Renewal Agency	Impact Fees (AII)	% for Art Eligible
				` '			, and the second			<i>.</i>	` ′	Ŭ
Starting Fund Balance						\$1,134,143		\$0				•
FY 2021 End of Year Resources (GF Trans Year End)							\$1,000,000					
Current Year/Planned Use Resources						\$500,000	\$465,000		\$0	\$237,600	\$133,960	
FY 2022	-											•
Utility/Pick-Up Truck (2006 / 2021)	Fire	Replacement	Approved	2022	\$68,250	\$68,250	\$0					Yes
Command Car (2012 / 2022)	Fire	Replacement	Approved	2022	\$57,750							163
Firefighting EQ (tools)	Fire	Replacement	Approved	2022	\$14,680							
PPE (turnout gear)	Fire	Replacement	Approved	2022	\$31,375	\$31,375	\$0					
Radios (portable)	Fire	Replacement	Approved	2022	\$14,000		\$0					
Medical (city provided)	Fire	Replacement	Approved	2022	\$4,000							
Rescue (city provided)	Fire	Replacement	Approved	2022	\$24,800							
Shop Tools	Fire	Replacement	Approved	2022	\$2,500							
	Fire		Department Total	2022	\$217,355			\$0	\$0	\$0	\$0	
Little Park Upgrades	Facilities	Enhancement	Approved	2022	\$54,000	\$54,000	\$0					
Ford Ranger 2004	Facilities	Replacement	Approved	2022	\$35,000		\$35,000					
Water Conservation Upgrades Cost Savings	Facilities	Enhancement	Approved	2022	\$20,000		\$20,000					
Atkinson Park Irrigation Upgrades	Facilities	Enhancement	Approved	2022	\$25,000		\$25,000					
Atkinson Park Replace Fence Little League Field	Facilities	Replacement	Approved	2022	\$12,000		\$12,000					
Forest Service Park Replace Stage for KA	Facilities	Replacement	Approved	2022	\$6,000		\$6,000					
Rotary Park Replace Irrigation	Facilities	Replacement	Approved	2022	\$32,000		\$32,000					
Towne Square Design Scope	Facilities	Enhancement	Approved	2022	\$75,000		\$15,000			\$60,000		
Add Trash Cans (Citywide)	Facilities	Replacement	Approved	2022	\$10,000		\$10,000					
Replace Trash Can (Citywide)	Facilities	Enhancement	Approved	2022	\$10,000		\$10,000					
City Streetscape Electrical Upgrades	Facilities	Enhancement	Approved	2022	\$4,500		\$4,500					
Power Line Undergrounding	Power	Enhancement	Approved	2022	\$180,000		\$180,000		4-		4-	
	Facilities/Power	2011	Department Total	2022	\$463,500			\$0	\$0	\$60,000	\$0	
SH-75 Pathway-North of Town (Engineering)	Mobility	R&M	Approved	2022	\$39,000		\$31,200				\$7,800	
1st Avenue and Sun Valley Road (Construction)	Mobility	R&M	Approved	2022	\$95,700		\$76,560				\$19,140	
East Avenue and Sun Valley Road (Construction)	Mobility	R&M R&M	Approved	2022	\$113,100		\$90,480			\$177.600	\$22,620	
Downtown Core Sidewalk infill [stalled] 4th Street Paver Repair	Mobility Mobility	Replacement	Approved Proposed	2022	\$222,000 \$0		\$0 \$0			\$177,600	\$44,400	
Main St./Warm Springs Concept Design	Mobility	R&M	Approved	2022	\$200,000		\$160,000				\$40,000	
Sun Valley Road Mill and Overlay (ITD FUNDED)	Mobility	R&M	Approved	2022	\$864,600		\$864,600				\$40,000 \$n	
Sidewalk Curb and Gutter Repairs	Mobility	R&M	Approved	2022	\$111,111		\$111,111				ŞŪ	
Sidewalk Curb and Gutter Repairs	Mobility		Department Total	2022	\$1,645,511				\$0	\$177,600	\$133,960	
Atkinson Park New Soccer Goals	Recreation	Replacement	Approved	2022	\$10,000	-			30	+ 277,030	7_20,500	
Bald Mountain Trail Connector Study	Recreation	Enhancement	Approved	2022	\$10,000							
Van/bus from Mt Rides	Recreation	Replacement	Approved	2022	\$11,000		\$11,000					
	Recreation		Department Total	2022	\$31,000				\$0	\$0	\$0	
Dodge Durango (new)	Police	Replacement	Approved	2022	\$45,000						,	
Chevy Tahoe (new)	Police	Replacement	Approved	2022	\$50,000							
Radios (portable)	Police	Replacement	Approved	2022	\$68,500							
	Police		Department Total	2022	\$163,500	\$163,500	\$0	\$0	\$0	\$0	\$0	
Rectangle Rapid Flasing Beacon	Street/Equipment	Enhancement	Approved	2022	\$25,000		\$25,000					
Cat 950 Loader	Street/Equipment	Replacement	Approved	2022	\$200,000		\$200,000					
	Street/Equipment		Department Total	2022	\$225,000	\$0	\$225,000	\$0	\$0	\$0	\$0	
Computer/Copier Leases	Technology	Enhancement	Proposed	2022	\$0		\$0					
IT Upgrades	Technology	Replacement	Approved	2022	\$50,000		\$50,000					
	Technology		Department Total	2022	\$50,000	\$0	\$50,000	\$0	\$0	\$0	\$0	

Ketchum Capital Improvement Program Sources/Uses Summary - FY 2022	Version Date		6/3/22			APPROVED 2022						
						Projected Funding Sources						
						Capital Fund						
Description	Department	Expenditure Category	Status	Encumbrance Year (FY)	Projected Cost	Local Option Tax	Current Year Funding*	Planned Use of Fund Balance	Donations	Urban Renewal Agency	Impact Fees (All)	% for Art Eligible
1 Starting Fund Balance						\$1,134,143		\$0				I
FY 2021 End of Year Resources (GF Trans Year End)							\$1,000,000					ı
Current Year/Planned Use Resources						\$500,000	\$465,000		\$0	\$237,600	\$133,960	I
4 FY 2022												I
50 Sustainability Infrastructure	Sustainability Infrastructure	Enhancement	Approved	2022	\$50,000		\$50,000					
51	Sustainability Infrastructure		Department Total	2022	\$50,000	\$0	\$50,000	\$0	\$0	\$0	\$0	
52 % for Art	% for Art		Approved	2022	\$683		\$683					
53	% for Art		% for Art Total	2022	\$683	\$0	\$683	\$0	\$0	\$0	\$0	
54 2022 Approved Totals					\$2,846,549	\$454,855	\$2,020,134	\$0	\$0	\$237,600	\$133,960	i.

Ketchum Capital Improvement Program Sources/Uses Summary - FY 2023	Version Date		6/3/22		DRAFT 2023						
								Projected Fundi	ng Sources		
Description	Department	Expenditure Category	Status	Encumbrance Year (FY)	Projected Cost	Local Option Tax	Capital Fund Current Year Funding*	Planned Use of Fund Balance	Donations	Streets	Impact Fees (AII)
						4		-			
Starting Fund Balance						\$1,179,288		\$0			
FY 2022 End of Year Resources (GF Trans Year End)						¢500,000	Ć4CF 000	_	¢4,000,000		¢60.40
Current Year/Planned Use Resources						\$500,000	\$465,000		\$1,000,000		\$60,40
FY 2023											
Firefighting EQ (tools)	Fire	Replacement	Proposed	2023	\$14,860	\$14,860	\$0				
PPE (turnout gear)	Fire	Replacement	Proposed	2023	\$31,375	\$31,375	\$0				
MDT (Mobile Computers)	Fire	Replacement	Proposed	2023	\$24,000	\$24,000					
Radios (portable)	Fire	Replacement	Proposed	2023	\$14,000	\$14,000	\$0				
Medical (city provided)	Fire	Replacement	Proposed	2023	\$4,000	\$4,000	\$0				
Rescue (city provided)	Fire	Replacement	Proposed	2023	\$24,800	\$24,800	\$0				
1 Shop Tools	Fire	Replacement	Proposed	2023	\$2,500	\$2,500	\$0				
2	Fire		Department Total	2023	\$115,535	\$115,535	\$0		\$0	\$0	\$(
3 Water Conservation Upgrades Cost Savings	Facilities	R&M	Proposed	2023	\$20,000		\$20,000				
4 Replace 2001 Ford Ranger	Facilities	Replacement	Proposed	2023	\$35,000		\$35,000				
.5 Charging Stations	Facilities	Enhancement	Proposed	2023	\$5,000		\$5,000				
6 Atkinson Park Irrigation Upgrades	Facilities	Enhancement	Proposed	2023	\$25,000		\$25,000				
7 Atkinson Park Replace Softball Fence	Facilities	Replacement	Proposed	2023	\$27,000		\$27,000				
8 Atkinson Park Refurbish Legion Ballfield	Facilities	Enhancement	Proposed	2022	\$150,000		\$150,000				
9 Edelweiss Park Install Irrigation Hookup	Facilities	Enhancement	Approved	2023	\$10,000		\$10,000				
Forest Service Park Replace Restroom Fixtures	Facilities	Replacement	Approved	2023	\$6,500		\$6,500				
1 Forest Service Park New Roof Residential Bldgs	Facilities	R&M	Approved	2023	\$80,000		\$80,000				
2 Forest Service Park Paint All Buildings	Facilities	R&M	Approved	2023	\$35,000		\$35,000				
John Deere Mower X729 2011 - Replacement	Facilities	Replacement	Proposed	2023	\$16,000		\$16,000				
4 Rotary Park Paint Bathrooms	Facilities	R&M	Proposed	2023	\$15,000		\$15,000				
5 Rotary Park Replace Paver Walkways	Facilities	Replacement	Proposed	2023	\$22,000		\$22,000				
6 Rotary Park Replace Picnic tables	Facilities	Replacement	Proposed	2023 2023	\$11,000		\$11,000				
7 Rotary Park Replace Play Structure 8 Replace Track Case (Citywide)	Facilities Facilities	Replacement	Proposed	2023	\$7,000 \$10,000		\$7,000 \$10,000	-			
8 Replace Trash Cans (Citywide) 9 Town Square Upgrades	Facilities	Replacement Enhancement	Proposed Proposed	2023	\$120,000		\$10,000				
0 Warm Springs Preserve - Phase I	Facilities	Enhancement	Proposed	2023	\$1,000,000		\$120,000	-	\$1,000,000		
Power Line Undergrounding	Power	Enhancement	Proposed	2023	\$1,000,000		\$180,000		\$1,000,000		
2	Facilities/Power	Elinancement	Department Total		\$1,774,500	\$0			\$1,000,000	\$0	s s
2 2nd Avenue Sharrows/Protected Bike Lane	Mobility	R&M	Proposed	2023	\$80,000	Ç	\$64,000		\$1,000,000	Ţ.	\$16,000
4 Gem Street & Leadville Avenue Sharrows	Mobility	R&M	Proposed	2023	\$10,000		\$10,000				
5 Alpine Lane & 9th Street Sharrows	Mobility	R&M	Proposed	2023	\$10,000		\$10,000				
6 1st Street Sharrows	Mobility	R&M	Proposed	2023	\$8,000		\$8,000				
7 4th Street Paver Repair	Mobility	R&M	Proposed	2023	\$0		\$0				
8 6th Street Sharrows	Mobility	R&M	Proposed	2023	\$8,000		\$8,000				
9 Mill and Overlay East Avenue	Mobility	R&M	Proposed	2023	\$600,000		\$600,000				
Main Street Reconfiguration (\$TBD)	Mobility	R&M	Proposed	2023	\$0		\$0				
Downtown Core Sidewalk infill	Mobility	R&M	Proposed	2023	\$222,000		\$0				\$44,400
2 Sidewalk Curb and Gutter Repairs	Mobility	R&M	Proposed	2023	\$111,111		\$111,111				
Town Square Alley - asphalt	Mobility	R&M	Proposed	2023	\$50,000		\$50,000				
4	Mobility		Department Total	2023	\$1,099,111	\$0	\$861,111	\$0	\$0	\$0	\$60,40
5 Replace Automatic Plow truck	Recreation	Replacement	Proposed	2023	\$30,000		\$30,000				
6	Recreation		Department Total	2023	\$30,000	\$0	\$30,000	\$0	\$0	\$0	\$
7 Capital Computer	Police	Replacement	Proposed	2023	\$24,245	\$24,245					
Mobile radio replacement	Police	Replacement	Proposed	2023	\$12,000	\$12,000					
9 Patrol vehicle replacement											

Ketchum Capital Improvement Program Sources/Uses Summary - FY 2023	Version Date		6/3/22		DRAFT 2023						
					Projected Funding Sources						
							Capital Fund				
Description	Department	Expenditure Category	Status	Encumbrance Year (FY)	Projected Cost	Local Option Tax	Current Year Funding*	Planned Use of Fund Balance	Donations	Streets	Impact Fees (All)
1 Starting Fund Balance						\$1,179,288		\$0			
FY 2022 End of Year Resources (GF Trans Year End)											
Current Year/Planned Use Resources						\$500,000	\$465,000		\$1,000,000		\$60,400
4 FY 2023											
City Share of Record Management System	Police	R&M	Proposed	2023	\$29,883	\$29,883					
51	Police		Department Total	2023	\$121,128	\$121,128	\$0	\$0	\$0	\$0	\$0
52 IT Upgrades	Technology	R&M	Proposed	2023	\$65,000		\$65,000				
53	Technology		Department Total	2023	\$65,000	\$0	\$65,000	\$0	\$0	\$0	\$0
·	,	Enhancement	Proposed	2023	\$50,000		\$50,000				
	Sustainability Infrastructure		Department Total	2023	\$50,000	\$0	\$50,000	\$0	\$0	\$0	\$0
	% for Art		2022	\$14,860		\$14,860					
57	% for Art		2022	\$14,860	\$0	\$14,860	\$0	\$0	\$0		
2023 Proposed Totals				\$3,270,134	\$236,663	\$1,795,471	\$0	\$1,000,000	\$177,600	\$60,400	

Ketchum Capital Improvement Program Sources/Uses Summary - FY 2024	Version Date	6/3/22					DRAF	Г 2024				
								Projected Fund	ng Sources			
Description	Department	Expenditure Category	Status	Encumbrance Year (FY)	Projected Cost	Local Option Tax	Capital Fund Current Year Funding*	Planned Use of Fund Balance	Donations	Streets	Impact Fees (All)	% for A
Starting Fund Balance						\$1,442,625		\$0				1
FY 2023 End of Year Resources (GF Trans Year End)												1
Current Year/Planned Use Resources						\$500,000	\$465,000		\$0		\$44,400)
FY 2024												ī
Engine 1 (might move to a lease - \$60K)	Fire	Replacement	Proposed	2024	\$868,219	\$868,219	\$0				T T	Yes
Firefighting EQ (tools)	Fire	Replacement	Proposed	2024	\$14,860	\$14,860	\$0					103
PPE (turnout gear)	Fire	Replacement	Proposed	2024	\$31,375	\$31,375	\$0					1
Radios (portable)	Fire	Replacement	Proposed	2024	\$14,000	\$14,000	\$0					1
Medical (city provided)	Fire	Replacement	Proposed	2024	\$4,000	\$4,000	\$0					
Rescue (city provided)	Fire	Replacement	Proposed	2024	\$24,800	\$24,800	\$0				1	
Shop Tools	Fire	Replacement	Proposed	2024	\$2,500	\$2,500	\$0					=
o operation	Fire		Department Total	2024	\$959,754		\$0		\$0	\$0	\$0	0
Water Conservation Upgrades Cost Savings	Facilities	Enhancement	Proposed	2024	\$20,000	, ,	\$20,000					
Atkinson Park Irrigation Upgrades	Facilities	Enhancement	Proposed	2024	\$25,000		\$25,000					1
Replace Trash Cans (Citywide)	Facilities	Replacement	Proposed	2024	\$10,000		\$10,000					
Replace Gator	Facilities	Replacement	Proposed	2024	\$18,000		\$18,000					
Replace 2004 Ford Ranger	Facilities	Replacement	Proposed	2024	\$35,000		\$35,000					
Rotary Park - Bathroom Roof Replacement	Facilities	Replacement	Proposed	2024	\$25,000		\$25,000					
Splash Pad - Replace 2 Pumps	Facilities	Replacement	Proposed	2024	\$8,500		\$8,500					
Town Square Upgrades	Facilities	Enhancement	Proposed	2024	\$120,000		\$120,000					
Warm Springs Preserve - Phase II	Facilities	Enhancement	Proposed	2024								
Power Line Undergrounding	Power	Enhancement	Proposed	2024	\$180,000		\$180,000					
	Facilities/Power		Department Total	2024	\$441,500	\$0	\$441,500	\$0	\$0	\$0	\$0)
Mill and Overlay Walnut Avenue	Mobility	R&M	Proposed	2024	\$80,000		\$80,000					
Warm Springs Reconfiguration (\$TBD)	Mobility	R&M	Proposed	2024								
Downtown Core Sidewalk infill	Mobility	R&M	Proposed	2024	\$222,000		\$0				\$44,400)
Sidewalk Curb and Gutter Repairs	Mobility	R&M	Proposed	2024	\$111,111		\$110,611					7
	Mobility		Department Total	2024	\$413,111	\$0	\$190,611	\$0	\$0	\$0	\$44,400)
Reconfiguration of Upper/Lower Softball Fields	Recreation	Enhancement	Proposed	2024	\$50,000		\$50,000					
John Deere Gator	Recreation	Replacement	Proposed	2024	\$20,000		\$20,000					
	Recreation		Department Total	2024	\$70,000	\$0	\$70,000	\$0	\$0	\$0	\$0)
Patrol vehicle replacement	Police	Replacement	Proposed	2024	\$57,000	\$57,000						
Tasers (set of 4)	Police	Replacement	Proposed	2024	\$14,000	\$14,000						
City Share of Record Management System	Police	R&M	Proposed	2024	\$29,883	\$29,883						
	Police		Department Total	2024	\$100,883	\$100,883	\$0	\$0	\$0	\$0	\$0)
Elgin Eagle (2006) - Sweeper	Street/Equipment	Replacement	Proposed	2024	\$250,000		\$250,000					
	Street/Equipment		Department Total	2024	\$250,000	\$0	\$250,000	\$0	\$0	\$0	\$0)
T Upgrades	Technology	R&M	Proposed	2024	\$65,000		\$65,000					
	Technology		Department Total	2024	\$65,000	\$0	\$65,000	\$0	\$0	\$0	\$0)
Sustainability Infrastructure	Sustainability Infrastructure	R&M	Proposed	2024	\$50,000		\$50,000					
	Sustainability Infrastructure		Department Total	2024	\$50,000	\$0	\$50,000	\$0	\$0	\$0		
% for Art	% for Art		Approved	2022	\$8,682		\$8,682					
	% for Art		% for Art Total	2022	\$8,682	\$0	\$8,682	\$0	\$0	\$0		
2024 Proposed Totals					\$2,358,930	\$1,060,637	\$1,075,793	\$0	\$0	\$0	\$44,400	

Ketchum Capital Improvement Program Sources/Uses Summary - FY 2024	Version Date	6/3/22					DRAF	Г 2024				
								Projected Fundi	ng Sources			
							Capital Fund					
Description	Department	Expenditure Category	Status	Encumbrance Year (FY)	Projected Cost	Local Option Tax	Current Year Funding*	Planned Use of Fund Balance	Donations	Streets	Impact Fees (All)	% for Art Eligible
Starting Fund Balance						\$1,442,625		\$0				
FY 2023 End of Year Resources (GF Trans Year End)												
Current Year/Planned Use Resources						\$500,000	\$465,000		\$0		\$44,400	
FY 2024		_		_								

Ketchum Capital Improvement Program Sources/Uses Summary - FY 2025	Version Date	6/3/22					DRAF	Γ 2025				
							Capital Fund	Projected Fundi	ng Sources			
Description	Department	Expenditure Category	Status	Encumbrance Year (FY)	Projected Cost	Local Option Tax	Current Year Funding*	Planned Use of Fund Balance	Donations	Streets	Impact Fees (All)	% for Ai
Starting Fund Balance						\$881,988		\$0				ī —
Y 2024 End of Year Resources (GF Trans Year End)												4
Current Year/Planned Use Resources						\$500,000	\$465,000		\$0		\$187,580	ر
TV 2025												í
FY 2025	le:		D	2025	644.050	¢44.050	ćo					No.
Firefighting EQ (tools)	Fire	Davida a succession	Proposed	2025	\$14,860	\$14,860	\$0					Yes
PPE (turnout gear)	Fire	Replacement	Proposed	2025	\$31,375	\$31,375	\$0					=
Radios (portable)	Fire	Replacement	Proposed	2025	\$14,000	\$14,000	\$0					-
Medical (city provided)	Fire	Replacement	Proposed	2025	\$4,000	\$4,000	\$0					-
Rescue (city provided)	Fire	Replacement	Proposed	2025	\$24,800	\$24,800	\$0					-
Shop Tools	Fire	Replacement	Proposed Tatal	2025	\$2,500	\$2,500	\$0					
W. C. W. H. J. C. C.	Fire	5.1	Department Total	2025	\$91,535	\$91,535	\$0		\$0	\$0	\$0	4
Water Conservation Upgrades Cost Savings	Facilities	Enhancement	Proposed	2025	\$20,000		\$20,000	 				-
Atkinson Park Irrigation Upgrades	Facilities	Enhancement	Proposed	2025	\$25,000		\$25,000					4
Farnlun Park Irrigation Hookup	Facilities	Enhancement	Proposed	2025	\$10,000		\$10,000					-
Farnlun Park Potable Water	Facilities	Enhancement	Proposed	2025	\$15,000		\$15,000					4
Skate Park - Permanent Bathrooms	Facilities	Enhancement	Proposed	2025	\$125,000		\$125,000					_
Replace Trash Cans (Citywide)	Facilities	Replacement	Proposed	2025	\$10,000		\$10,000					_
Town Square Upgrades	Facilities	Enhancement	Proposed	2025	\$120,000		\$120,000					_
Power Line Undergrounding	Power	Enhancement	Proposed	2025	\$180,000		\$180,000					_
	Facilities/Power		Department Total	2025	\$505,000	\$0	\$505,000	\$0	\$0	\$0		4
Main and 1st Street - Pedestrian Safety (Engineering)	Mobility	Enhancement	Proposed	2025	\$15,600		\$0				\$3,120)
Main Street and Sun Valley Road - Pedestrian Safety (Engineering)	Mobility	Enhancement	Proposed	2025	\$16,900		\$0				\$3,380)
Main Street and 5th Street - Pedestrian Safety (Engineering)	Mobility	Enhancement	Proposed	2025	\$15,600		\$0				\$3,120)
Main Street and 6th Street - Pedestrian Safety (Engineering)	Mobility	Enhancement	Proposed	2025	\$7,800		\$0				\$1,560)
Lewis & Northwood - sidewalk, gutter, roadway (Engineering)	Mobility	Enhancement	Proposed	2025	\$200,000							A
Warm Springs lift area - sidewalk, gutter, roadway (Engineering)	Mobility	Enhancement	Proposed	2025	\$250,000							<u> </u>
1st Avenue and 1st Street - Pedestrian Safety	Mobility	Enhancement	Proposed	2025	\$130,000		\$0				\$26,000)
1st Avenue and 4th Street - Pedestrian Safety	Mobility	Enhancement	Proposed	2025	\$140,000		\$0				\$28,000	
1st Avenue and 5th Street - Pedestrian Safety	Mobility	Enhancement	Proposed	2025	\$140,000		\$0				\$28,000	j
East Avenue and 2nd Street - Pedestrian Safety	Mobility	Enhancement	Proposed	2025	\$120,000		\$0				\$24,000	j
East Avenue and 5th Street - Pedestrian Safety	Mobility	Enhancement	Proposed	2025	\$130,000		\$0				\$26,000	
SH-75 Pathway-North of Town (Construction)	Mobility	Enhancement	Proposed	2025	\$257,000		\$257,000				. ,	4
Downtown Core Sidewalk infill	Mobility	R&M	Proposed	2025	\$222,000		\$0				\$44,400	ر
Sidewalk Curb and Gutter Repairs	Mobility	R&M	Proposed	2025	\$111,111		\$111,111				. ,	4
	Mobility		Department Total	2025	\$1,756,011	\$0			\$0	\$0	\$187,580	j
New vehicle (hybrid)	Police	Replacement	Proposed	2025	\$60,000	\$60,000	7000,===	7.5	7.0	7-	7=01,000	4
New handguns (12 units included)	Police	Replacement	Proposed	2025	\$14,000	\$14,000			-			4
City Share of Record Management System	Police	R&M	Proposed	2025	\$29,883	\$29,883	\$0		-			4
	Police		Department Total	2025	\$103,883	\$103,883	\$0		\$0	\$0	Śn	j
Standby Generator	Street/Equipment	Replacement	Proposed	2025	\$150,000	Q100,003	\$150,000		30	- 70	30	•
lgin Geovac (2000) - Sweeper	Street/Equipment	Replacement	Proposed	2025	\$300,000		\$300,000					•
40 Grader (TBD)	Street/Equipment	Replacement	Proposed	2025	\$345,000		\$345,000					-
	Street/Equipment	перисентен	Department Total	2025	\$795,000	\$0			\$0	\$0	\$0	5
T Ingrades	Technology	R&M		2025	\$65,000	30	\$65,000		30	30	30	4
T Upgrades		LOCIVI	Proposed 2025	\$65,000	\$65,000	\$65,000			¢0	\$0		
Sustaina hility Infrastructura	Technology Sustainability Infrastructure	R&M			\$0		\$0	\$0	\$0	\$0		4
Sustainability Infrastructure	Sustainability Infrastructure	καινι	2025	\$50,000		\$50,000						
V for And	Sustainability Infrastructure		2025	\$50,000	\$0		\$0	\$0	\$0			4
% for Art	% for Art		2022	\$14,860		\$14,860						-
	% for Art		2022	\$14,860	\$0	\$14,860	\$0	\$0	\$0			4
2025 Proposed Totals				\$3,381,289	\$195,418	\$1,797,971	\$0	\$0	\$750,320	\$187,580		

Ketchum Capital Improvement Program Sources/Uses Summary - FY 2026	Version Date	6/3/22					DF	RAFT 20	26			
Sources, oses summary 1.1 2020								Projected Fundi	ng Sources			
							Capital Fund	.,	3			
Description	Department	Expenditure Category	Status	Encumbrance Year (FY)	Projected Cost	Local Option Tax	Current Year Funding*	Planned Use of Fund Balance	Donations	Streets	Impact Fees (All)	% for Eligil
Starting Fund Balance						\$1,186,570		\$0				1
Y 2025 End of Year Resources (GF Trans Year End)												1
Current Year/Planned Use Resources						\$500,000	\$465,000		\$0		\$170,220	S
FY 2026												1
irefighting EQ (tools)	Fire	Replacement	Proposed	2026	\$14,860	\$14,860	\$0					Y
PPE (turnout gear)	Fire	Replacement	Proposed	2026	\$31,375	\$31,375	\$0					1
Radios (portable)	Fire	Replacement	Proposed	2026	\$14,000	\$14,000	\$0					
Medical (city provided)	Fire	Replacement	Proposed	2026	\$4,000	\$4,000	\$0					1
Rescue (city provided)	Fire	Replacement	Proposed	2026	\$24,800	\$24,800	\$0					-
Shop Tools	Fire	Replacement	Proposed	2026	\$2,500	\$2,500	\$0					
	Fire		Department Total	2026	\$91,535	\$91,535	\$0		\$0	\$0	\$0	ō
tkinson Park Irrigation Upgrades	Facilities	Enhancement	Proposed	2026	\$25,000	,,,,,,	\$25,000		, ,	, .		1
eplace Trash Cans (Citywide)	Facilities	Replacement	Proposed	2026	\$10,000		\$10,000					-
ower Line Undergrounding	Power	Enhancement	Proposed	2026	\$180,000		\$180,000					1
	Facilities/Power		Department Total	2026	\$215,000	\$0			\$0	\$0) śc	0
Nain and 1st Street - Pedestrian Safety (Construction)	Mobility	Enhancement	Proposed	2026	\$104,400	7.0	\$0		7.0	7	\$20,880	0
Nain Street and Sun Valley Road - Pedestrian Safety (Construction)	Mobility	Enhancement	Proposed	2026	\$113,100		\$0				\$22,620	
Aain Street and 5th Street - Pedestrian Safety (Construction)	Mobility	Enhancement	Proposed	2026	\$104,400		\$0				\$20,880	_
Aain Street and 6th Street - Pedestrian Safety (Construction)	Mobility	Enhancement	Proposed	2026	\$52,200		\$0				\$10,440	
Varm Springs Road and Saddle Road - Pedestrian Safety	Mobility	Enhancement	Proposed	2026	\$170,000		\$0				\$51,000	_
Downtown Core Sidewalk infill	Mobility	R&M	Proposed	2026	\$222,000		\$0				\$44,400	_
idewalk Curb and Gutter Repairs	Mobility	R&M	Proposed	2026	\$111,111		\$111,111				ψ : .y : σ	-
neewalk carb and Gatter Repairs	Mobility	NCIVI	Department Total	2026	\$877,211	\$0			\$0	\$(\$170,220	0
PD 1424 Replacement	Police	Replacement	Proposed	2026	\$60,000	\$60,000	Ÿ222)222	, , ,	ŶŨ	Ŷ.	7170,220	4
City Share of Record Management System	Police	R&M	Proposed	2026	\$29,883	\$29,883						-
sity share of Necord Management System	Police	INCIVI	Department Total	2026	\$89,883		\$0	\$0	\$0	\$0	s s	0
lgin Pelican (2001) - Sweeper	Street/Equipment	Replacement	Proposed	2026	\$300,000		\$300,000		ŞU	Ç	7 30	4
lew Snow Blower	Street/Equipment	Replacement	Proposed	2026	\$850,000		\$850,000					-
and Storage Building	Street/Equipment	Replacement	Proposed	2026	\$200,000		\$200,000					-
and Storage building	Street/Equipment	nepiacellielit	Department Total		\$1,350,000	\$0			\$0	\$(50	0
Lingrades		R&M		2026	\$65,000		\$65,000		ŞU	Şt	7 30	4
Upgrades	Technology	NOIVI	Proposed						\$0	\$(0
uctain ability Infractructura	Technology	R&M	Department Total		\$65,000				\$0	ŞC	پر پر	4
ustainability Infrastructure	Sustainability Infrastructure Sustainability Infrastructure	K&IVI	Proposed Department Total	2026 2026	\$50,000 \$50,000		\$50,000 \$50,000		\$0	Ś(nl .	-
6 for Art	% for Art		Approved	2022	\$149		\$ 30,000 \$149		Ş0	- 30		4
	% for Art		% for Art Total	2022	\$149				\$0	\$(1
												1
2026 Proposed Totals					\$2,738,778	\$181,418	\$1,791,260	\$0	\$0	\$0	\$170,220	ט

Ketchum Capital Improvement Program Sources/Uses Summary - FY 2027	Version Date	6/3/22					DRAF	Γ 2027				
								Projected Fundi	ing Sources			
							Capital Fund					
Description	Department	Expenditure Category	Status	Encumbrance Year (FY)	Projected Cost	Local Option Tax	Current Year Funding*	Planned Use of Fund Balance	Donations	Streets	Impact Fees (All)	% for Ar Eligible
Starting Fund Balance						\$1,505,152		\$0				
FY 2026 End of Year Resources (GF Trans Year End)												
Current Year/Planned Use Resources						\$500,000	\$465,000		\$0		\$44,400	
FY 2027												
Firefighting EQ (tools)	Fire	Replacement	Proposed	2027	\$14,860	\$14,860	\$0					Yes
PPE (turnout gear)	Fire	Replacement	Proposed	2027	\$31,375	\$31,375	\$0					
Radios (portable)	Fire	Replacement	Proposed	2027	\$14,000	\$14,000	\$0					Yes
Medical (city provided)	Fire	Replacement	Proposed	2027	\$4,000	\$4,000	\$0					
Rescue (city provided)	Fire	Replacement	Proposed	2027	\$24,800	\$24,800	\$0					
Shop Tools	Fire	Replacement	Proposed	2027	\$2,500	\$2,500	\$0					
	Fire		Department Total	2027	\$91,535	\$91,535	\$0	\$0	\$0	\$0	\$0	
Replace Trash Cans (Citywide)	Facilities	Replacement	Proposed	2027	\$10,000		\$10,000					
Power Line Undergrounding	Power	Enhancement	Proposed	2027	\$180,000		\$180,000					
	Facilities/Power		Department Total	2027	\$190,000	\$0	\$190,000	\$0	\$0	\$0	\$0	
Downtown Core Sidewalk infill	Mobility	R&M	Proposed	2027	\$222,000		\$0				\$44,400	
Sidewalk Curb and Gutter Repairs	Mobility	R&M	Proposed	2027	\$111,111		\$111,111					
	Mobility		Department Total	2027	\$333,111	\$0	\$111,111	\$0	\$0	\$0	\$44,400	
Zamboni	Recreation	Replacement	Proposed	2027	\$40,000		\$40,000					
	Recreation		Department Total	2027	\$40,000	\$0	\$40,000	\$0	\$0	\$0	\$0	
Rifle Replacements (18 Units)	Police	Replacement	Proposed	2027	\$18,000	\$18,000						
City Share of Record Management System	Police	R&M	Proposed	2027	\$29,883	\$29,883						
Vehicle Purchase	Police	Replacement	Proposed	2027		\$0						
	Police		Department Total	2027	\$47,883	\$47,883	\$0	\$0	\$0	\$0	\$0	
IT Upgrades	Technology	Replacement	Proposed	2027	\$65,000		\$65,000					
	Technology		Department Total	2027	\$65,000	\$0	1 7	\$0	\$0	\$0	\$0	
Sustainability Infrastructure	Sustainability Infrastructure	Enhancement	Proposed	2027	\$50,000		\$50,000					
% for Art	Sustainability Infrastructure		Department Total	2027	\$50,000	\$0		\$0	\$0	\$0		
% for Art	% for Art		Approved	2022	\$289		\$289					
	% for Art		% for Art Total	2022	\$289	\$0	\$289	\$0	\$0	\$0	\$0	
2027 Proposed Totals					\$817,818	\$139,418	\$456,400	\$0	\$0	\$0	\$44,400	



City of Ketchum

June 13, 2022

Mayor Bradshaw and City Councilors City of Ketchum Ketchum, Idaho

Mayor Bradshaw and City Councilors:

Review and Discussion Regarding Draft Budget for Annual Housing Action Plan

Recommendation and Summary

Staff has developed a scaled down budget for the first year of the Housing Action Plan due to the Local Option Tax vote not receiving voter approval. Attached is the draft presentation that will be reviewed, as well as the detailed budget document. A recent meeting of the community task force was held to solicit feedback on the budget. Staff is also in the process of requesting feedback from potential implementing partners outlined in the plan.

Introduction and History

In October 2021, the city kicked off the process to create the Ketchum Housing Action Plan. Agnew::Beck Consulting was retained to assist with the creation of the plan as they have extensive similar experience in several western communities. In addition, the city retained Carissa Connelly (Housing Strategist) to serve as local project manager.

The city created a community task force to assist in the creation of the plan. The task force held several meetings to provide feedback on the development of the plan. Staff held a series of meetings with potential implementing partners outlined in the plan to ensure alignment should the plan be approved and funded. Three phases of significant community engagement were conducted to solicit feedback on the development of the plan. The City Council formally adopted the plan on May 9th.

Task Force Feedback on Draft Budget

There were varied responses on five topics:

- 1. Landing Locals investment: One Task Force member emphasized the need for more data to determine how much to invest. Others believe that since the incentive is only paid out with a match, that we should proceed with this investment. They also emphasized, since we are tracking progress, if there are unspent funds then we can divert them to another Action that may not have yet received funding like a homeownership + deed restriction program.
- 2. *Staffing*: A couple of Task Force members brought up concerns with the large percentage of benefits that Ketchum provides, stating that we should consider just using consultants or providing alternative benefits under different entities like the County or a standalone agency. Another commended the City for the level of benefits and compensation, particularly given the current market.
- 3. *Implementers of Goal 3: Create + Improve Services to Create Housing Stability:* One member asked for clarification regarding which entities would best be suited to implement some of these actions.
- 4. *Increase ADU incentives*: One Task Force member requested that we increase potential funding incentives to build and occupy more ADU's.

5. *Demonstrate impact*: Many members believe that during this year we can demonstrate the impact of the Housing Action Plan and take a coordinated approach. Through Goal 5: Inform, Engage and Coordinate, the housing staff can clarify and educate on specific actions.

Immediate Funding Requests

Goal 1: Create and Preserve Housing, Goal 3: Expand + Improve Services to Create Housing Stability

Action 6: Identify and support policy changes that increase access to housing, including eligibility requirements. Analyze compliance processes, inventory and deed restriction enforcement.

BCHA contracted with a third party to audit tenant and homeowner files for deed-restricted units and clarify policies and procedures. Once this is complete, this third party has the capacity and skills to monitor compliance going forward. This agency would act as the back-office expertise to screen applications and process annual recertifications. Their fee is \$2,675/month (proposal attached). The agency would work closely with BCHA's Program Administrator, who – among other tasks – will enforce compliance, assist in filling out applications and understanding the process, create and maintain a housing one-stop shop with associated database of housing availability, and otherwise be the customer service provider for BCHA's deed restricted units. Note that the majority of BCHA's units are within Ketchum.

Goal 5: Inform, Engage, + Collaborate

Action 5: Launch coordination process with Action Plan implementation partners

Action 6: County-wide housing coordination

- Participate in and support launch of a county-wide housing coordination effort
- Explore intersection with cross-sectional efforts, such as smart growth and regional sustainability planning
- Initiate quarterly coordination meetings with other jurisdictions

Agnew::Beck is both a skilled facilitator and familiar with housing challenges throughout Blaine County. The County-wide Jurisdictional meeting on June 27th has 53 invitees and the Implementation Partner meeting (now set for August) potentially has over 20 invitees. For large-scale and cross-interest meetings, a third-party facilitator experienced in these forms of meetings can provide objective structure. Agnew::Beck would co-facilitate with Ketchum's Housing Strategist, with the aim of transitioning to the Housing Strategist fully facilitating such meetings in the near future. Agnew::Beck's fee for these first two quarterly meetings is \$3,775.

Upcoming Funding Requests - time-sensitive

The following requests are time-sensitive due to implementing partners' capacity and timing.

Goal 1: Create + Preserve Housing

Action 8: Incentivize long-term rentals: Implement "Lease to Locals" workforce rental program.

The Landing Locals team, Colin and Kai Frolich, are visiting Ketchum and Blaine County June 21st to 24th. This trip will clarify potential program parameters and investment interest. If, by the end of their trip, there is clear desire to invest the minimum of \$500,000 in their program then they can launch early Fall. Otherwise, if it is unclear whether they will be funded, they will proceed with launching in other jurisdictions. They would then not be able to launch in Blaine County for at least a year, given the number of other jurisdictions willing and ready to launch.

Goal 5: Inform, Engage, + Collaborate

Action 9: Maintain internal capacity to staff key housing actions, initiatives, and community engagement. Implementing the Housing Action Plan, including county-wide coordination, requires a reliable, adequate and capable organizational structure. The Interim Executive Director is eagerly anticipating a shared housing department that combines Ketchum's housing capacity with BCHA. Without an Interim or acting Executive Director Staff, the process of managing, improving, and ensuring compliance and application processes stalls.

Staff is working to draft a Memorandum of Understanding to propose to the Council and the County where this shared housing department would be on the City of Ketchum's staff. Ketchum's Housing Strategist is reluctant to cross-over to, or share responsibilities with, the existing Blaine County Housing Authority in advance of such an

MOU and clear and adequate staffing support due to the risk in implementing the Housing Action Plan. Staff anticipates a recommendation to transition Ketchum's Housing Strategist to City staff alongside an MOU with the County and BCHA, in advance of next year's budget cycle.

Other Upcoming Funding Requests

Staff has prioritized HAP actions for June to August that are necessary first steps for other actions, such as preparing infrastructure, developing a cadence to coordination, or actions implementable given staff capacity. These are expected funding requests within the June to August timeframe.

Goal 1: Create + Preserve Housing

Action 2: Explore joint master plan housing development opportunities on city parcels near the YMCA (in keeping with the parking agreement) and city-owned Lift-Tower Lodge Parcel. Estimated cost of \$25,000.

Action 5: Explore conversion of Forest Service Park buildings for use as transitional or public-employee housing. Estimated cost of \$10,000.

Goal 5: Inform, Engage, + Collaborate

Total estimated cost for all actions in Goal 5 for year 1 is \$131,230 – inclusive of the \$3,775 facilitation costs with Agnew::Beck and staff time with the exception of Action 9 (see below).

Action 9: Maintain internal capacity to staff key housing actions, initiatives, and community engagement.

A couple of staffing/temp components, in addition to the above, require advance preparation to source and onboard:

- 1. Part-time Fellow: Onboarding a fellow to work remotely during graduate school would greatly augment staff's capacity to conduct policy research, create and maintain a funding database, apply for funds, and create materials and shared messaging for the public's implementing partners' and jurisdictions' consumption. Estimated cost of \$20,000 per year. Ensures implementation of actions in Goal 2: Update Policy to Promote Housing, Goal 4: Expand + Leverage Resources, and Goal 5: Inform, Engage + Collaborate.
- 2. Part-time Administrative Assistance: Administrative assistance would assist with ongoing compliance on existing and new deed restrictions, general administration of BCHA responsibilities, implementation of the housing one-stop shop, logistics on training and educating staff, and logistics on coordinating meetings. Estimated cost of \$26,250 per year. Ensures implementation of actions in all goals, but particularly Goal 1: Create + Preserve Housing, Goal 3: Expand + Improve Services to Create Housing Stability, and Goal 5: Inform, Engage + Collaborate.

Sustainability Impact

Adequate community housing decreases the occurrence of trip generation and associated greenhouse gases.

Financial Impact

Staff is recommending the use of existing one-time funds (federal ARPA, General Fund fund-balance) to address the draft budget of \$794,966.

Attachments:

- Draft PowerPoint
- 2. Draft detailed budget
- 3. Housing Action Plan
- 4. Compliance monitoring and eligibility screening proposal
- 5. Facilitation Services

KETCHUM HOUSING

Budget Proposal | Year 1 Actions LOT feedback

City Council June 13, 2022



SUMMARY

HISTORIC BUDGET

PROPOSED BUDGET

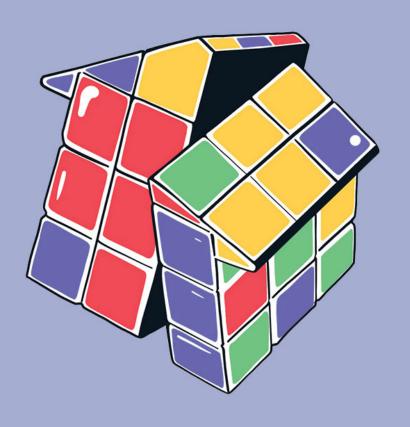
FEEDBACK

IMMEDIATE & UPCOMING REQUESTS

LOT FEEDBACK

APPENDIX

PROPOSED BUDGET



SUMMARY

HISTORIC BUDGET

PROPOSED BUDGET

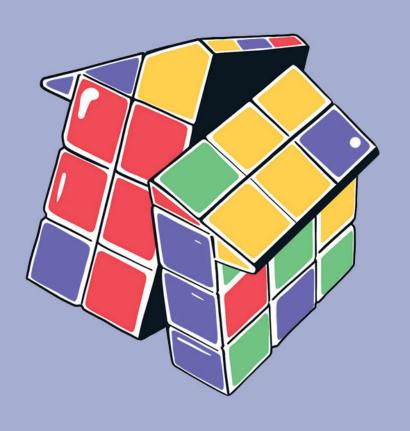
FEEDBACK

IMMEDIATE & UPCOMING REQUESTS

LOT FEEDBACK

APPENDIX

PROPOSED BUDGET



SUMMARY

	Revenue	Expenses	Actions
BCHA Historical	\$195,901	\$223,669	4 of 51
Proposed 5B Housing	~\$1.6m	~\$1.6m	48 of 51, except: - preservation - homeownership - temporary housing options

Prioritized actions by: (draft allocation criteria)

- immediate impact
- cost of creation / pilot, ideal vs minimum cost (83% minimum)
- number of households stabilized or housed
- support community housing ecosystem

- fulfils goals of comprehensive plan and other City policies
- meets community identified needs

HISTORICAL BUDGET, BCHA

TOTAL	\$195,901	TOTAL	\$223,669
Grants and contributions	\$14,575	Miscellaneous	\$1,665
Community Housing Fees	\$13,657	HOA dues	\$13,309
Rental Administration	\$9,351	Tech and Website	\$1,228
Rental Income	\$18,900	Office Expenses	\$3,255
City of Hailey	\$3,000	Rent	\$14,850
City of Sun Valley	\$5,000	Professional Fees	\$32,665
City of Ketchum	\$75,000	Insurance	\$1,609
Blaine County	\$75,000	Wages & Benefits	\$155,315
Revenues		Expenses	

PRODUCE
+ PRESERVE
HOUSING
1 of 8 actions

UPDATE POLICY
TO PROMOTE
HOUSING
1 of 13 actions

INFORM,
ENGAGE +
COLLABORATE
0 of 12 actions

4 of 51 actions

+ IMPROVE
SERVICES TO
CREATE HOUSING
STABILITY
2 of 8 actions

4

EXPAND +
LEVERAGE
RESOURCES
0 of 10 actions

PROPOSED BUDGET, 5B HOUSING

Revenues		Expenses	
Blaine County	\$684,510	Wages & Benefits	\$297,134
City of Ketchum	\$843,141	Lift Tower Lodge	\$35,761
City of Sun Valley	\$0	Tidwell Appeal	\$20,000
	·	Rent	\$12,000
City of Hailey	\$3,000	Compliance Monitoring	\$32,000
Rental Income	\$128,268		¢2.000
Rental Administration	\$9,085	Tech and Website	\$2,800
Community Housing Fees	\$5,000	HOA dues	\$13,309
Other Program Income	\$1,192,500	Miscellaneous	\$1,665
TOTAL	\$1,673,004	One-Time Expenses	\$63,250
Dunasiawaka		Other Program Expenses	\$1,192,500
Previously requested funds	\$1,658,000	TOTAL	\$1,673,004

PROPOSED BUDGET, 5B HOUSING

*Includes previously requested and already allocated funds

*\$2,52,459

\$224,714 maintain + improve

- Minimum of 660 preserved, converted, new housing (+2)
- At least 60% of housing stock is long-term occupied (+2%)
- 40% of Ketchum's workforce can live in Ketchum (+1%)

1

PRODUCE
+ PRESERVE
HOUSING
6 of 8 actions

UPDATE POLICY
TO PROMOTE
HOUSING
13 of 13 actions

\$39,000

• supports all performance measures

*\$131,230

 Achieve minimum of 51% satisfaction/public approval of action, coordination and results (+51%) INFORM, ENGAGE +

ENGAGE +
COLLABORATE
12 of 12 actions

48 of 51 actions

*\$3.1m

EXPAND +
LEVERAGE
RESOURCES
10 of 10 actions

3 EXPAND
+ IMPROVE
SERVICES TO
CREATE HOUSING
STABILITY

7 of 8 actions

*\$49,875

 Secure \$6-8m annually of local funds, including 20% to be used countywide (\$4.4m)

*\$180,379

 Prevent displacement and assist 100 households annually (50hh)

SUMMARY

HISTORIC BUDGET

PROPOSED BUDGET

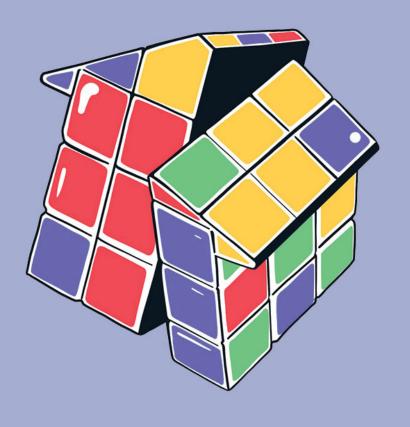
FEEDBACK

IMMEDIATE & UPCOMING REQUESTS

LOT FEEDBACK

APPENDIX

PROPOSED BUDGET



PROPOSED BUDGET, TASK FORCE FEEDBACK

- Wait for better information to determine investment amount: SVED's analysis doesn't include rentals by bedroom, 3 bedrooms, County, or vacant homes
- City benefits exceed private expectations
- Propose alternative benefits scenarios, such as with county or consultants
- Double-check which entities are best positioned to entice funding

Unclear about HAP content



infrastructure, collaboration mechanisms,

shared messaging, and education

WHAT'S NEXT

Implementation Partner feedback in progress

Landing Locals June 21-24

Council Budget Workshop June 27

Jurisdictional Meeting June 27

One-Stop-Shop logistics ongoing

Implementation Partners Meeting August



SUMMARY

HISTORIC BUDGET

PROPOSED BUDGET

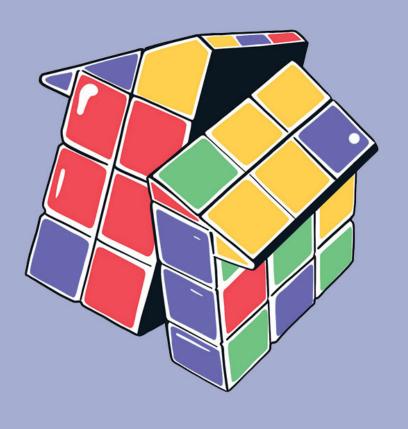
FEEDBACK

IMMEDIATE & UPCOMING REQUESTS

LOT FEEDBACK

APPENDIX

PROPOSED BUDGET



IMMEDIATE REQUESTS

PRODUCE
+ PRESERVE
HOUSING
\$2,675/month

Action 6: Ongoing compliance for deed-restricted units

UPCOMING REQUESTS

time sensitive decisions

PRODUCE + PRESERVE HOUSING \$500k

Action 8: Landing Locals launch

INFORM, ENGAGE + COLLABORATE \$3,775/ 1st quarter

Actions 5 & 6: Facilitation of County-Wide & Implementation Partner meetings

INFORM, ENGAGE + COLLABORATE

Action 9: Transition Housing Strategist to staff, MOU with County

OTHER UPCOMING REQUESTS

PRODUCE
+ PRESERVE
HOUSING
\$25k

Action 2: Architect to explore master planning YMCA, Lift Tower Lodge



PRODUCE
+ PRESERVE
HOUSING
\$25k

Action 5: Historic preservation architect to explore converting Forest Service Park to housing



INFORM,
ENGAGE +
COLLABORATE
\$131,230

All Actions, except Action 9

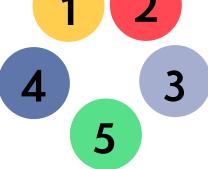


INFORM, ENGAGE + COLLABORATE \$20k \$26k

Action 9 + all Goals:



• part-time Admin



SUMMARY

HISTORIC BUDGET

PROPOSED BUDGET

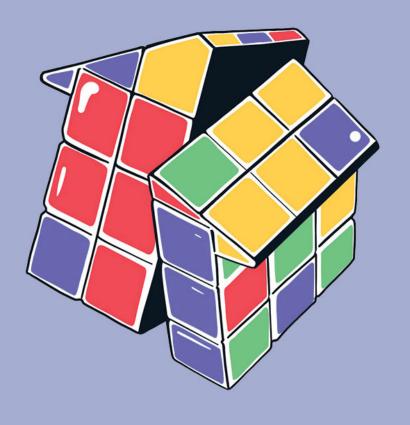
FEEDBACK

IMMEDIATE & UPCOMING REQUESTS

LOT FEEDBACK

APPENDIX

PROPOSED BUDGET



LOT FEEDBACK

- A couple of strong voices opposed
- Felt rushed, needed more time to understand the

Housing Action Plan

Local Option Tax

What now?

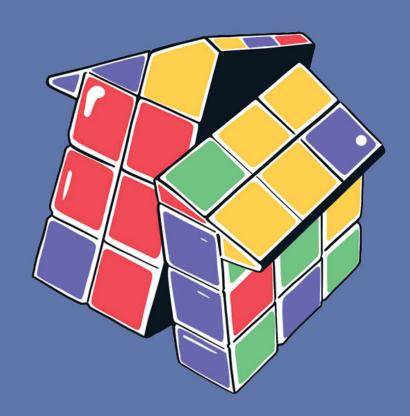
- Next 11 months include HAP Goal 5: Inform, Engage + Collaborate
- Monthly updates via social media, listservs, Council meetings
- Quarterly reports, jurisidictional and implementation partner meetings

More lead time to describe the essence of LOT proposal, relationship with other LOT

intensive engagement on City finances

Thank you!

Carissa Connelly Ketchum's Housing Strategist cconnelly@ketchumidaho.org



SUMMARY

HISTORIC BUDGET

PROPOSED BUDGET

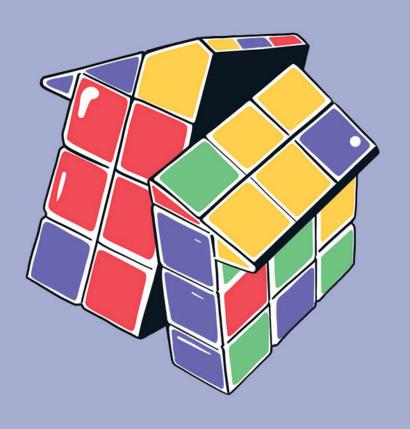
FEEDBACK

IMMEDIATE & UPCOMING REQUESTS

LOT FEEDBACK

APPENDIX

PROPOSED BUDGET



1 PRODUCE + PRESERVE HOUSING

6 of 8 actions

+2 of 66 deed
restrictions
+2% of 3% occupied
housing stock
+1% of 3% workers
living locally

+15% ED Time \$2,518,639

includes previously requested \$1,500,000 Incentivize conversion to long-term rental

 Minimum
 Maximum
 Proposed

 \$500,000
 \$1,360,000
 \$906,000



open source ADU designs

 Minimum
 Maximum
 Proposed

 \$9,000
 \$109,000
 \$50,000

Incentivize new construction

- 1st & Washington
- explore YMCA, Leadville
- Forest Service Park for employees

 Minimum
 Maximum
 Proposed

 \$35,000
 \$45,000
 \$35,000

Previously Requested of County

\$1,500,000



1 PRODUCE + PRESERVE HOUSING train program administrator & property managers on compliance, eligibility

 Minimum
 Ideal
 Proposed

 \$5,000
 \$10,000
 \$10,000

- Excludes initial audit of files and policies (underway)
- training case worker on outreach and process (tenant screening, eligibility, vulnerable populations, property management)

 Ongoing compliance on existing and new deed restrictions, application support and review

Minimum	Ideal	Proposed
\$65,125	\$106,212	\$106,212

- application assistance, compliance enforcement (Program Admin/Case Worker 50%, Admin Assistance 25%)
- ongoing compliance monitoring

Lift Tower Lodge

Minimum	Ideal	Propose
\$35,761	\$35,761	\$35,761



General Administration

Minimum	Ideal	Proposed
\$58,922	\$58,922	\$58,922

- Ownership and rental fees
- Advertisements
- Tidwell Appeal
- Rent
- Utilities
- Administrative Assistance (25%)

+10% ED time \$224,714

2 UPDATE POLICY TO PROMOTE HOUSING

13 of 13 actions all targets

+20% ED time \$39,000

Specialty legal assistance

 Minimum
 Ideal
 Proposed

 \$0
 \$10,000
 \$5,000



Policy research assistance - part-time fellow

 Minimum
 Ideal
 Proposed

 \$0
 \$20,000
 \$10,000



EXPAND+ IMPROVE SERVICES TO CREATE HOUSING **STABILITY**

7 of 8 actions 50 of 100 households

+20%ED time \$205,379

Previously requested \$123,000

> Already allocated \$15,000

Eviction Prevention: mediation and legal support

Minimum Ideal **Proposed** \$30,000 \$25,000 \$100,000



Case management, train on, coordinate & create supportive services

Minimum	Ideal	Proposed
\$61,106	\$86,106	\$61,106

Ideal

\$86,106

Create & administer one stop shop for housing applicants

Minimum

\$71,106

Proposed \$71,106

Already Allocated

\$15,000

EXPAND+ LEVERAGE RESOURCES

10 of 10 actions

\$4.4m of \$6m secured TBD% of city funds used countywide

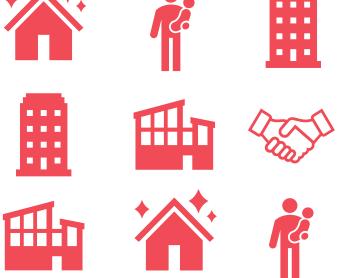
> +15% ED time \$49,875

Already Allocated \$20,000

Create and maintain project and program pipeline tool for investors/donors

Minimum	Ideal	Proposed
\$20,000	\$20,000	\$20,000

Already Allocated \$20,000



Create & maintain funding database, apply for funding

- part-time fellow

Minimum	Ideal	Proposed
\$5,000	\$20,000	\$5,000



5 INFORM, ENGAGE +COLLABORATE

12 of 12 actions

TBD% of city funds used countywide +51% approval

includes 20% ED time \$131,230

Previously Requested \$15,000

 Material production (website, newsletter/report, quarterly meetings, annual HAP update + outreach), facilitation, translation, shared messaging, countywide coordination

Minimum Ideal **Proposed** \$99,030 \$131,230 \$131,230 **Previously Requested** 5.9.2022 KETCHUM HOUSING ACTION PLAN of County TRACKING TOWARDS OUR HOUSING \$15,000 1 PRODUCE + PRESERVE HOUSING EXAMPLE KETCHUM HOUSING ACTION PLAN: IMPACT PLACEMAT MAY 9, 202. MEETING GOALS PARTNER UPDATES BCHA, with the City of Ketchum, have HOUSING MATTERS City of Ketchum + 191,000 in grants in 2021. 100% of su from the J&J Trailer Park in McHanvi at the end of May, 2022, and have n secured new housing. BCHA, Blaine Show up and bring your best idea

SUMMARY

HISTORIC BUDGET

PROPOSED BUDGET

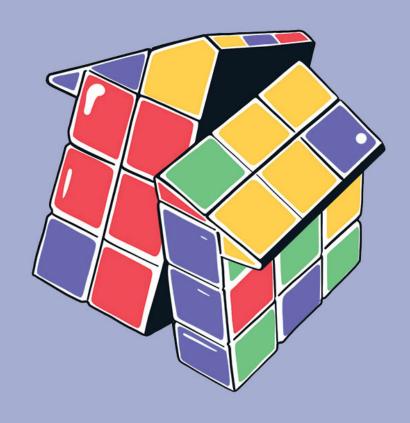
NEXT STEPS

BUDGET DISCUSSION

LOT DISCUSSION

APPENDIX

PROPOSED BUDGET



1 PRODUCE + PRESERVE HOUSING

25 to 75 deed restrictions

Preservation: e.g. rehabilitation + deed restriction

 Minimum
 Maximum
 Proposed

 \$500,000
 \$1,500,000
 \$0



Ownership: e.g. downpayment assistance + deed restriction

 Minimum
 Ideal
 Proposed

 \$500,000
 \$1,500,000
 \$0

3 EXPAND +
IMPROVE
SERVICES
TO CREATE
HOUSING
STABILITY

170 households

5-10 deed restrictions, 14-30 bedrooms, or 18-40 leases Emergency assistance: rent, 1st & last month's rent, security deposit, moving assistance

Minimum Maximum Requested by Blaine County Charitable Fund \$0 \$382,500 \$45,000



 Physical housing options: mobile, prefabricated or tiny homes for emergency and transitional housing

 Minimum
 Maximum
 Proposed

 \$100,000
 \$1,000,000
 \$0



CITY + COUNTY DRAFT HOUSING OPERATING AND PROGRAM BUDGET SUMMARY

10-Jun-22

FY 2023 PROPOSED

\$1,693,004

Revenue

10-3011-22	Kevellue _	Ş1,073,00 4
	Expenses	\$1,693,004
OPERATING EXPENSES	T	
Income		
Contracts for Services total Blaine County City of Ketchum City of Ketchum, benefits contribution City of Sun Valley City of Hailey CH Administrative Fees Rental Income, from 2 Elkhorn units Rental Mgmt Income, Cold Springs Crossing Rental Income, Lift Tower Lodge (93% occupancy)	Total Revenue	\$338,151 \$148,510 \$148,510 \$38,131 \$0 \$3,000 \$5,000 \$18,900 \$9,085 \$109,368
_	ioidi kevenile	3460,304
Expenses Personel		
Salaries		\$185,000
Total Payroll/Benefit Expenses		\$112,134
	Total Payroll Expenses	\$297,134
Lift Tower Lodge		
Total LTL On-Site Caretaker Cost		\$2,445
LTL Utilities (Electricity, Gas, Cable, Trash, Sewer)		\$17,160
LTL Snow Removal LTL Supplies		\$3,500 \$3,500

LTL Maintenance & capital reserve LTL Other		\$7,656 \$1,500
	Lift Tower Lodge Operations Total	
General and Administra	<u> </u>	
Ads		\$3,000
Dues & Subscriptions & Credentials		\$1,000
Tenant eligibility and compliance		\$32,000
HOA Dues for 2 Elkhorn units		\$13,309
Tidwell Appeal		\$20,000
Mileage Reimbursement		\$125
Postage & Delivery		\$125
Office Rent		\$12,000
Telephone & Internet/Website expenses		\$2,800
	G & A Subtotal	\$84,359
One-Time Expenses		
training, certifications + travel		\$15,000
administrative assistance		\$26,250
fellow, graduate student		\$20,000
furniture & office equipment		\$2,000
	One-Time Expenses Subtotal	\$63,250
	TOTAL OPERATING EXPENSES	\$480,504

PROGRAM REQUEST	
5 B Housing Programs/Contract for Services	
Create + Preserve Housing: Architect to explore Master Planning YMCA	\$25,000
1. Create + Preserve Housing: Historic preservation architect, Forest Service Park	\$10,000
1. Create + Preserve Housing: ADU incentive	\$50,000
1. Create + Preserve Housing: Lease to Locals	\$906,000
1. Create + Preserve Housing: train program administrator	\$10,000
2. Policy: specialty legal assistance	\$5,000
3. Housing Stability: Eviction prevention	\$30,000

3. Housing Stability: One Stop Shop for housing applicants	\$20,000
3. Housing Stability: Coordinate & facilitate supportive services	\$10,000
3. Housing Stability & 5. Inform, Engage, Collaborate: case worker & partner trainings	\$15,000
3. Housing Stability: rental assistance	\$45,000
5. Inform, Engage, Collaborate	\$86,500
Program Subtotal	\$1,212,500

TOTAL REQUEST \$1,547,651

COUNTY DRAFT

HOUSING OPERATING AND PROGRAM BUDGET SUMMARY

FY 2023 PROPOSED

10-Jun-22

10-Jun-22		
OPERATING EXPENSES		
Income		
Contracts for Services total Blaine County City of Ketchum City of Ketchum, benefits contribution City of Sun Valley City of Hailey CH Administrative Fees Rental Income, from 2 Elkhorn units Rental Mgmt Income, Cold Springs Crossing Rental Income, Lift Tower Lodge (93% occupancy)		\$338,151 \$148,510 \$148,510 \$38,131 \$0 \$3,000 \$5,000 \$18,900 \$9,085 \$109,368
	Total Revenue	\$480,504
Expenses Personel		
Salaries		\$185,000
Total Payroll/Benefit Expenses		\$112,134
	Total Payroll Expenses	\$297,134
Lift Tower Lodge		
Total LTL On-Site Caretaker Cost		\$2,445
LTL Utilities (Electricity, Gas, Cable, Trash, Sewer)		\$17,160
LTL Snow Removal LTL Supplies LTL Maintenance & capital reserve LTL Other		\$3,500 \$3,500 \$7,656 \$1,500

	Lift Tower Lodge Operations Total	\$35,761
General and Administr	ative	
Ads		\$3,000
Dues & Subscriptions & Credentials		\$1,000
Tenant eligibility and compliance		\$32,000
HOA Dues for 2 Elkhorn units		\$13,309
Tidwell Appeal		\$20,000
Mileage Reimbursement		\$125
Postage & Delivery		\$125
Office Rent		\$12,000
Telephone & Internet/Website expenses		\$2,800
	G & A Subtotal	\$84,359
One-Time Expense	s	
training, certifications + travel		\$15,000
administrative assistance		\$26,250
fellow, graduate student		\$20,000
furniture & office equipment		\$2,000
	One-Time Expenses Subtotal	\$63,250
	TOTAL OPERATING EXPENSES	\$480,504

PROGRAM EXPENSES	
5 B Housing Programs/Contract for Services	
1. Create + Preserve Housing: ADU incentives	\$41,000
1. Create + Preserve Housing: Lease to Locals	\$406,000
2. Policy: specialty legal assistance	\$2,500
3. Housing Stability: Eviction prevention	\$15,000
3. Housing Stability: One Stop Shop for housing applicants	\$10,000
3. Housing Stability: Coordinate & facilitate supportive services	\$5,000
3. Housing Stability & 5. Inform, Engage, Collaborate: case worker & partner trainings	\$7,500
5. Inform, Engage, Collaborate	\$49,000

Program Subtotal	\$536,000
TOTAL REQUEST	\$684,510

CITY DRAFT

HOUSING OPERATING AND PROGRAM BUDGET - SUMMARY

FY 2023 PROPOSED

10-Jun-22

10-3011-22		
OPERATING EXPENSES		
Income		
Contracts for Services total Blaine County City of Ketchum City of Ketchum, benefits contribution City of Sun Valley City of Hailey CH Administrative Fees Rental Income, from 2 Elkhorn units Rental Mgmt Income, Cold Springs Crossing		\$338,151 \$148,510 \$148,510 \$38,131 \$0 \$3,000 \$5,000 \$18,900 \$9,085
Rental Income, Lift Tower Lodge (93% occupancy)	Total Revenue	\$109,368 \$480,504
Expenses Personel		
Salaries		\$185,000
Total Payroll/Benefit Expenses		\$112,134
	Total Payroll Expenses	\$297,134
Lift Tower Lodge		
Total LTL On-Site Caretaker Cost		\$2,445
LTL Utilities (Electricity, Gas, Cable, Trash, Sewer)		\$17,160
LTL Snow Removal LTL Supplies LTL Maintenance & capital reserve		\$3,500 \$3,500 \$7,656

	Lift Tower Lodge Operations Total	\$35,761
General and Administrat	ive	
Ads		\$3,000
Dues & Subscriptions & Credentials		\$1,000
Tenant eligibility and compliance		\$32,000
HOA Dues for 2 Elkhorn units		\$13,309
Tidwell Appeal		\$20,000
Mileage Reimbursement		\$125
Postage & Delivery		\$125
Office Rent		\$12,000
Telephone & Internet/Website expenses		\$2,800
	G & A Subtotal	\$84,359
One-Time Expenses		
training, certifications + travel		\$15,000
administrative assistance		\$26,250
fellow, graduate student		\$20,000
furniture & office equipment		\$2,000
	One-Time Expenses Subtotal	\$63,250
	TOTAL OPERATING EXPENSES	\$480,504

PROGRAM EXPENSES		
5 B Housing Programs/Contract for Services		
Create + Preserve Housing: Architect to explore Master Planning YMCA	\$25,000	
1. Create + Preserve Housing: Historic preservation architect, Forest Service Park	\$10,000	
1. Create + Preserve Housing: ADU incentive	\$9,000	
1. Create + Preserve Housing: Lease to Locals	\$500,000	
Create + Preserve Housing: train program administrator	\$10,000	
2. Policy: specialty legal assistance	\$2,500	
3. Housing Stability: Eviction prevention	\$15,000	
3. Housing Stability: One Stop Shop for housing applicants	\$10,000	

3. Housing Stability: Coordinate & facilitate supportive services	\$5,000
3. Housing Stability & 5. Inform, Engage, Collaborate: case worker & partner trainings	\$7,500
3. Housing Stability: rental assistance	\$45,000
5. Inform, Engage, Collaborate	\$37,500
Program Subtotal	\$676,500

TOTAL REQUEST \$863,141

HAP Implementation		
IMPLEMENTABLE ACTIONS	# of Total Actions in HAP	Implementable Actions
Create + Preserve Housing, except: Action 2. develop preservation incentives Action 7. homeownership incentives	8	6
2. Update Policy to Promote Housing	13	13
Housing Stability, except: - Action 8. physical housing options	8	7
4. Expand + Leverage Resources	10	10
5. Inform, Engage, Collaborate	12	12
TOTAL	51	48

10-YEAR PERFORMANCE MEASURE	Annual Target	Estimated Achievable with Budget
1. Create + Preserve Housing		
Secure a minimum of 660 housing units in Ketchum over the next 10 years for local, workforce housing	66 housing units secured/deed-restricted	2
Ensure that at least 60% of Ketchum's housing stock is owner- or long-term renteroccupied.	3% housing stock	2%

Ensure that 40% of Ketchum's workforce can live in Ketchum.	3.3% more workers	1%
2. Update Policy to Promote Housing	supports all targets	-
3. Housing Stability		
Prevent displacement and assist 100 households annually who are costburdened, unstably housed or unhoused with supportive services and alternative housing	100 households	50
4. Expand + Leverage Resources		
Secure a minimum \$60M in direct, local investments in the next 10 years, to leverage up to 5x that amount in investments (includes 20% of City funds allocated to projects outside of Ketchum).	\$6,000,000 secured	\$3,863,141
Allocate 20% of City housing funds for significant county-wide actions.	20% of City housing funds	TBD
5. Inform, Engage, Collaborate		
Allocate 20% of City housing funds for significant county-wide actions.	20% of City housing funds	TBD
Through an annual survey, achieve a minimum of 51% satisfaction/public approval of housing action, coordination and results.	51% approval	51%

OPERATING BUDGET, June 10, 2022	Change from FY 2022, \$	Proposed FY 2023	FY 2022	Notes
Total Income	\$234,519	\$480,504	\$245,985	
Total Expenses Budget Balance		\$480,504 \$0	\$294,668 -\$48,683	<u> </u>
Income		\$0	-540,003	
Contract for Service Income		Ψ		
Blaine County	\$73,510	\$148,510	\$75,000	
City of Ketchum City of Ketchum, benefits contribution City of Sun Valley City of Hailey	\$73,510 \$38,131 -\$5,000 \$3,000	\$148,510 \$38,131 \$0 \$3,000	\$75,000 \$0 \$5,000 \$3,000	Blaine County benefits are lower than K SV cut stayed the same
Contracts for Services (Total)	\$180,151	\$338,151	\$158,000	
CH Administrative Fees	-\$5,000	\$5,000	\$10,000	previously 3% fee for sale of CH, real estate agent charges 1% so cutting this in half
Rental Income, from 2 Elkhorn units	\$0	\$18,900	\$18,900	2 places owned for rental in Elkhorn
Rental Mgmt Income, Cold Springs Crossing	\$0	\$9,085 I	\$9,085	Management of CSX, 8% of rent. 8 units
Rental Income, Lift Tower Lodge (93% occupancy)	\$59,368	\$109,368	\$50,000	Rent \$700 per single occupancy room, \$800 per couple
Total Revenue	\$234,519	\$480,504	\$245,985	
Expenses				
Payroll Expenses				
Salary; Executive Director	\$23,100	\$120,000	\$96,900	Increase in complexity, scope, responsibility
Salary; Program Administrator & Case Manager	\$21,122	\$65,000	\$43,878	Glassdoor base pay is \$52,000 for Boise
Total Salaries	\$44,222	\$185,000	\$140,778	LTL Manager receiving \$750 Credit towards rent with increased responisbilities
Benefit Expenses	\$71,594	\$112,134	\$40,540	Blaine County at 40% = \$74,000/2=37000. Ketchum at \$37,000+ difference=\$38,131
Medical Insurance, HRA Retirement Workers Comp Insurance Direct Deposit Fees Other - UE, LDI Social security Payroll Taxes	\$61,100 \$22,089 -\$3,611 -\$200 \$3,404 \$11,470 -\$22,657	\$72,100 \$22,089 \$389 \$0 \$3,404 \$11,470 \$2,683	\$11,000 \$0 \$4,000 \$200 \$0 \$0 \$25,340	
Total Payroll/Benefit Expenses	\$71,595	\$112,135	\$40,540	
Total Payroll Expenses	\$75,276	\$297,134	\$221,858	

OPERATING BUDGET	Change from FY 2022, \$	Proposed FY 2023	FY 2022	Notes
Lift Tower Lodge				
Lift Tower Lodge On-Site Caretaker				
Lift Tower Lodge On-Site Caretaker (Salary)	\$0	\$10,500	\$10,500	
LTL On-Site Caretaker (Payroll Taxes)	\$0	\$945	\$945	
Less Rent (On-Site Caretaker)	\$0	-\$9,000	-\$9,000	
Total LTL On-Site Caretaker Cost	\$0	\$2,445	\$2,445	
LTL Utilities (Electricity, Gas, Cable, Trash, Sewer)	\$4,660	\$17,160	\$12,500	
LTL Snow Removal	\$1,500	\$3,500	\$2,000	increased occupancy from 6 to 14
LTL Supplies	\$1,000	\$3,500	\$2,500	increased occupancy norm 6 to 14
LTL Maintenance & capital reserve	\$7,656	\$7,656	\$0	
LTL Other	\$1,000	\$1,500	\$500	
Lift Tower Lodge Operations Total	415 816	\$35,761	\$19,945	
General and Administrative				
Ads	\$2,750	\$3,000	\$250	Ads for LTL RFI/P, submitted notices to newspaper for people to submit their RFQ to redevelop. Ads for housing availability and staff vacancies.
Audit & Bookkeeping & Bank Charges	-\$3,000	\$0	\$3,000	Hailey does bookkeeping. Contract for service.
Computer Expenses	-\$4,250	\$ 0	\$4,250	N/A
Dues & Subscriptions	-\$2,000	\$1,000	\$3,000	primarily computer dues, switched for professional dues
Tenant Eligibility & Compliance	\$32,000	\$32,000		previously managed by program administrator, quote from Sunny
HOA Dues for 2 Elkhorn units	\$109	\$13,309	\$13,200	2 in Elkhorn
Tidwell Appeal	\$10,000	\$20,000	\$10,000	Ongoing Legal Expense of ~\$20,000 for Tidwell Appeal. Balance is \$17k owed.
Liability Insurance	-\$4,500	\$0	\$4,500	Premium Increase, N/A
Mileage Reimbursement	\$0	\$125	\$125	for driving to meetings, etc.
Postage & Delivery	\$0	\$125	\$125	
Office Rent	\$0	\$12,000	\$12,000	Sawtooth Business Center \$1000/month.
Repairs & Utilities	-\$1,000	\$0	\$1,000	for 2 elkhorn village units
Telephone & Internet/Website expenses	\$1,385	\$2,800	\$1,415	purchase 2 cell phones
G & A Sub-Total		\$84,359	\$52,865	

OPERATING BUDGET	OPERATING BUDGET			FY 2022	Notes
One-Time	Expenses				
training, certifications + travel	ning, certifications + travel		\$15,000	\$0	NAHRO, training property managers, staff, in compliance, tenant screening, mental health first aid, referrals, housing and social service programs
administrative assistance		\$26,250	\$26,250	\$0	\$35/hr for 750 hours (15 hours per week)
fellow, graduate student	\$20,000	\$20,000	\$0	\$25/hr for 740 hours (15/hr/week during semester + 25/hr/week during summer)	
furniture & office equipment			\$2,000	\$0	LTL garage, Ketchum office desk, Hailey office desk, filing cabinets, book shelf
	One-Time Sub-Total		\$63,250	\$0	
	Sub-Total Expense		\$480,504	\$294,668	
	Total Expense		\$480,504	\$294,668	
Income less Expenses	Income less Expenses		\$0	-\$48,683	
Fund Balance Transfer	Fund Balance Transfer (incoming) - Capital Reserve Fund Balance Transfer (incoming) - Operating Reserve Fund Balance Transfer (outgoing) - Capital Fund				
	Budget Balance		\$0	-\$48,683	

PROGRAM WISH LIST + R June 10, 20		JNDS	request under s or <i>already</i>	separate review approved	OPERATIONAL EXPENSES			
GOAL & ACTION	MINIMUM INVESTMENT	IDEAL INVESTMENT	REQUESTED FUNDS, CITY	REQUESTED FUNDS, COUNTY	Staff	TOTAL	IMPLEMENTER different funding recipient	NOTES
Goal 1: Create + Preserve Housing								
Director time (25%)					\$41,459	\$41,459		
2. New Construction	\$0	\$0	\$0	\$0		\$0	-	
architect for Master Planning YMCA	\$25,000	\$25,000	\$25,000	\$0		\$25,000	Housing team/5B Housing/BCHA	
Washington St.	\$1,500,000	\$1,500,000	\$0	\$1,500,000		\$1,500,000	Housing team/5B Housing/BCHA	middle income housing development
3. Preservation: rehabilitation + deed restriction	\$500,000	\$1,500,000	\$0	\$0		\$0	Housing team/5B Housing/BCHA	\$100-150k/home = 10-15 homes
5. Forest Service Park preservation for housing						\$0	Housing team/5B Housing/BCHA	
Architect	\$10,000	\$30,000	\$10,000	\$0		\$10,000	Housing team/5B Housing/BCHA	waiting on scope of work from architect
Improvements	\$600,000	\$800,000	\$0	\$0		\$0	Housing team/5B Housing/BCHA	waiting on scope of work from architect
6. ADU incentives + education	\$9,000	\$109,000	\$9,000	\$41,000		\$50,000	Housing team/5B Housing/BCHA	design competition \$9,000 - \$3,000 for 3 options; incentives \$100,000, \$5,000/ADU=20
7. ownership: downpayment assistance + deed	¢500,000	¢1 E00 000	\$0	\$0		\$0	Llausing toom /FD Llausing /DCLIA	\$100-150k/home = 10-15 homes. Or match Idaho
restriction, etc.	\$500,000	\$1,500,000	\$U	\$U		\$0	Housing team/5B Housing/BCHA	Housing Fianance's 7% and add deed restriction ~\$40k/home.
8. Lease to Locals	\$510,000	\$1,000,000	\$500,000	\$406,000		\$906,000	Housing team/5B Housing/BCHA, Landing Locals	Estimate 172 bedrooms unlocked
Administration	\$90,000	\$120,000				\$0		Added capacity for managing the program is \$7500 for first jurisdiction, \$2,500 for each additional.
Marketing	\$20,000	\$20,000				\$0		marketing material design and production (post cards, print ads)
Incentives	\$400,000	\$860,000				\$0		estimate \$5,000 per bedroom
Administer existing and new deed restrictions + Lift						\$0	\$2,518,639	
Tower Lodge						ŞU	\$2,516,659	
train program administrator & property managers on compliance, eligibility	\$5,000	\$10,000	\$10,000			\$10,000	\$224,714	quote from Sunny, compliance specialist
Ongoing compliance on existing and new deed restrictions, application intake and review	\$34,000	\$34,000	\$34,000		\$72,212	\$106,212		included in operations budget
Lift Tower Lodge	\$35,761	\$35,761	\$35,761			\$35,761		included in operations budget
General Administration	\$52,359	\$52,359	\$52,359		\$6,563	\$58,922		included in operations budget
Technical assistance on program development	\$15,000	\$30,000	\$0	\$0	\$0	\$0	Housing team/5B Housing/BCHA, Agnew::Beck	
Goal 1 Total	\$3,669,000	\$6,494,000	\$544,000	\$1,947,000	\$120,234	\$2,701,894		
Goal 2: Update Policy to Promote Housing								
7., 8. 9. Specialty legal assistance	\$0	\$20,000	\$2,500	\$2,500	\$0	\$5,000	Housing team/5B Housing/BCHA	Fair Housing, discrimination, etc, could potentially be shared with tenant mediator in Goal 3

Policy research & draft (Fellow 50%, Director 20%)	\$0	\$0	\$0	\$0	\$34,000	\$34,000		I
Goal 2 Total	\$0	\$20,000	\$2,500	\$2,500	\$34,000	\$39,000		
Goal 3: Create + Improve Services to Create H	ousing Stability							
Director time (20%)					\$33,167	\$33,167		
5. eviction prevention: part-time tenant mediator and legal support, train case workers on mediation and laws	\$25,000	\$100,000	\$15,000	\$15,000	\$0	\$30,000	Housing team/5B Housing/BCHA, BCCF, Legal Aid, Jesse Tree	
5. design + implement one-stop shop for housing applicants	\$0	\$20,000	\$10,000	\$10,000	\$36,106	\$56,106	BCHA/5B Housing	
5. Coordinate and create supportive services	\$5,000	\$50,000	\$5,000	\$5,000	\$36,106	\$46,106	BCCF, The Advocates, The Alliance	BCCF can implement
5. case worker and implementation partner trainings on housing and supportive services	\$15,000	\$30,000	\$7,500	\$7,500	\$0	\$15,000		
5. eviction prevention: emergency rental assistance, improving access: first, last month & security deposit, moving assistance	\$0	\$382,500	\$45,000	\$45,000	\$0	\$90,000	Blaine County Charitable Fund	last year was 170 households without marketing for average of \$1,100 per household. Adding 1st, last moths rent, security deposit option for \$1,500.
GOAL & ACTION	MINIMUM INVESTMENT	IDEAL INVESTMENT	REQUESTED FUNDS, CITY	REQUESTED FUNDS, COUNTY			IMPLEMENTER different funding recipient	NOTES
7. physical housing options Silver Creek Living	- \$123,000	÷0	- \$0	\$123,000		\$0	- Housing team/5B Housing/BCHA	14 bedrooms for emergency/transitional. Emergency housing in the Valley is currently about \$80 per night in a hotel, if they give you a deal. This would be \$50/night.
mobile, prefab, or tiny homes, acquisition or new construction for emergencies	\$100,000	\$1,000,000	\$0	\$0		\$0	Housing team/5B Housing/BCHA	5 homes, \$100k each
Goal 3 Total	\$268,000	\$1,582,500	\$82,500	\$205,500	\$105,379	\$225,379	\$180,379	
Goal 4: Expand + Leverage Resources								
Director time (15%) grant writing + philanthropy coordination funding database (Fellow 25%) Goal 4 Total	\$20,000 \$0 <i>\$20,000</i>	\$20,000 \$0 <i>\$20,000</i>	\$20,000 \$0 \$20,000	\$0 \$0 <i>\$0</i>	\$24,875 \$0 \$5,000 \$29,875	\$24,875 <mark>\$20,000</mark> \$5,000 \$49,875	Housing team/5B Housing/BCHA	Carter or grant-writer
Goal 5: Inform, Engage, + Collaborate								
Director time (20%) Fellow (25%) + Admin (25%)					\$33,167 \$11,563	\$33,167 \$11,563		
2. materials & design for annual HAP update	\$3,700	\$7,400	\$7,400	\$0		\$7,400	Housing team/5B Housing/BCHA	\$3,400 for printing, \$4,000 for design
5. facilitation of quarterly meetings	\$15,000	\$15,000	\$0	\$15,000		\$15,000	Angew::Beck	includes \$6,000 for travel AB quote: assistance with regional action plan, establishing organizational structure, development of
6. Housing Department start-up, technical assistance	\$0	\$15,000	\$7,500	\$7,500		\$15,000	Housing team/5B Housing/BCHA	agreements for collaboration, bi-monthly team meetings

REQUEST EXCLUDING PREVIOUS REQUESTS		-	\$664,000	\$548,500	\$228,839	\$1,582,379		<u> </u>
TOTAL	\$4,011,300	\$8,203,000	\$684,000	\$2,186,500		\$3,147,379		
Goal 5 Total	\$54,300	\$86,500	\$37,500	\$49,000	\$44,730	\$131,230	\$99,030	
10. Comparable city visits	\$1,500	\$2,500	\$2,500	\$0		\$2,500	Housing team/5B Housing/BCHA	2 places/year, 3 staff
7. translation services - written	\$3,000	\$3,000	\$1,500	\$1,500		\$3,000	Housing team/5B Housing/BCHA	HAP was \$1,500, new program material + website
7. translation services - verbal	\$600	\$600	\$600	\$0		\$600	Housing team/5B Housing/BCHA	\$40/hr, 15 hours per year
7. website	\$5,000	\$5,000	\$2,500	\$2,500		\$5,000	Housing team/5B Housing/BCHA	
7. rebranding	\$3,000	\$3,000	\$3,000	\$0		\$3,000	Housing team/5B Housing/BCHA	
services	\$20,000	\$20,000	\$10,000	\$10,000		\$20,000	Housing team/5B Housing/BCHA	design services (\$95-125/hr) at 240 hours (
7. community education and outreach - design	\$20,000	\$20,000	\$10,000	\$10,000		\$20,000	Housing toam/ED Housing/DCHA	decign convices (COE 12E/br) at 240 hours (
7. communication strategy + story boards	\$2,500	\$5,000	\$2,500	\$2,500		\$5,000	Housing team/5B Housing/BCHA	
7. implementation partner training	\$0	\$10,000	\$0	\$10,000		\$10,000	Housing team/5B Housing/BCHA	



Sunny Shaw & Associates

May 24, 2022

Ms. Connelly City of Ketchum

Thank you, again, for the opportunity to submit a proposal for consulting with the Blaine County Housing Authority/City of Ketchum. This proposal is for monthly full caseload management.

Scope of work:

- Compliance monitoring of 85 deed restricted ownership units
- Screening, as per agency policy requirements, of all applications
- Process all annual recertification including resident interviews (as needed) and engagement in process, verifications, deductions, calculations and orderly action completion
- Meet w/Director or Board Chair 1x per month by visiting office location and be available for
 questions and conversations throughout month. While at the office location, monitor policy
 compliance as it relates to file security and documentation. Time onsite is anticipated to be no
 more than 3 hrs. per visit
- Provide policy review and updates where lacking

Additional component of agreement:

- 1. It is expressly understood that all work, apart from the monthly visit, will be done remotely
- 2. Needed documents will be scanned and sent via email by agency staff.
- 3. The agency understands that on high demand/high certification months work may be assigned to an associate who regularly does work with Sunny Shaw & Associates. All work will have my review and stamp of approval before completion.
- 4. This agreement does not include general assistance as it relates to customer inquiries and calls.
- 5. Although the initial term of agreement will be 12 months, it can also be cancelled by either party with a 30-day notice.
- 6. If services will continue beyond 12 months, please communicate that need 60 days prior to agreement expiration.

The cost for this service will be \$2675/month.

Respectfully submitted, Sunny Shaw

Ketchum Housing Matters			
A::B Cost Estimate			
Facilitation Services			
I-Jun-22			
	Principal/	Facilitator	
	Hours	Cost	TOTAL
	\$175	per hour	
Task I: Implementation Partners Quarterly Meeting (June 23) Meeting preparation, facilitation and documentation; in-person	12		\$2,100
Task 2: Countywide Leadership Coordination Meeting (June 27) Meeting preparation, facilitation and documentation; virtual	8		\$1,400
Expenses (one RT I-day visit to Ketchum)			\$275
TOTAL			\$3,775

This estimate is good for 60 days.

This estimate presumes City of Ketchum Housing Strategist will provide co-facilitation, logistics coordination and significantly contribute to facilitation materials preparation.