



CITY OF KETCHUM, IDAHO

CITY COUNCIL MEETING

Monday, March 27, 2023, 4:00 PM

191 5th Street West, Ketchum, Idaho 83340

AGENDA

PUBLIC PARTICIPATION INFORMATION

Public information on this meeting is posted outside City Hall.

We welcome you to watch Council Meetings via live stream.

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

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

1. Join us via Zoom (*please mute your device until called upon*).
Join the Webinar: <https://ketchumidaho-org.zoom.us/j/81001936115>
Webinar ID: 810 0193 6115
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:

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

COMMUNICATIONS FROM MAYOR AND COUNCILORS:

1. Public comments submitted
2. Week of the Young Child Proclamation - Mayor Neil Bradshaw

CONSENT AGENDA:

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

3. Recommendation to approve minutes of March 6, 2023 – City Clerk Trent Donat
4. Authorization and approval of the payroll register – Treasurer Shellie Gallagher
5. Authorization and approval of the disbursement of funds from the City's treasury for the payment of bills – Treasurer Shellie Gallagher

- [6.](#) Recommendation to receive and file monthly Treasurer’s financial reports – Treasurer Shellie Gallagher
- [7.](#) Recommendation to approve Right-of-Way Encroachment Agreement 22836 for the placement of telecommunications infrastructure in the public right-of-way on the northwest corner of Warm Springs Rd and East Canyon Run Blvd – Project Manager Robyn Mattison (Forsgren Associates, Inc.)
- [8.](#) Recommendation to approve Right-of-Way Encroachment Agreement 22837 for the 380 N 1st Avenue Mixed-Use Building – Senior Planner Abby Rivin
- [9.](#) Recommendation to approve the Lot Consolidation Preliminary Plat & Waiver Application File No. P22-042A for the 691 N Spruce Avenue Residence - Senior Planner Abby Rivin
- [10.](#) Recommendation to approve contract for services with ArborCare Resources, Inc. – Facilities Maintenance Supervisor Juerg Stauffacher
- [11.](#) Recommendation to approve Purchase Orders #23007 with HDR Engineering for a Sewer Collection System Master Plan – Wastewater Division Supervisor Mick Mummert
- [12.](#) Recommendation to approve Purchase Order 23073 with Thatcher Company, Inc for Aluminum Sulfate – Wastewater Division Supervisor Mick Mummert
- [13.](#) Recommendation to approve an additional firefighter/EMT position - Fire Chief Bill McLaughlin
- [14.](#) Recommendation to approve Memorandum of Understanding with Idaho Resort Cities – City Administrator Jade Riley
- [15.](#) Recommendation to approve Resolution 23-006, grant application to Bureau of Reclamation related to restoration at Warm Springs Preserve – City Administrator Jade Riley
- [16.](#) Recommendation to approve Partnership Agreement with the Wood River Land Trust related to Warm Springs Preserve – City Administrator Jade Riley
- [17.](#) Recommendation to approve road closures for special events (Baldy Bash and US Alpine Nationals Opening Ceremony) - Events Manager & Administrative Liaison Eryn Alvey
- [18.](#) Recommendation to approve emergency plumbing repairs for the Lift Tower Lodge - City Clerk and Business Manager Trent Donat

PUBLIC HEARING:

- [19.](#) Recommendation to hold second and third reading of Ordinance 1247 and Ordinance 1248 authorizing the issuance of wastewater revenue bonds – City Administrator Jade Riley
- [20.](#) Recommendation to review, hold a public hearing, and approve the Second Amendment to Amended and Restated Development Agreement for the Appellation Hotel (formerly Harriman Hotel) located at 300 E River Street - Director of Planning & Building Morgan Landers

NEW BUSINESS:

- [21.](#) Review and provide feedback on the scope and approach to codification of Interim Ordinance 1234, request for proposals for the update to the Comprehensive Plan and Code Rewrite, and anticipated consultant resources budget for each – Director of Planning and Building Morgan Landers

ADJOURNMENT:

Lisa Enourato

From: City of Ketchum Idaho <participate@ketchumidaho.org>
Sent: Thursday, March 9, 2023 8:40 AM
To: Participate
Subject: Form submission from: Contact Us

Submitted on Thursday, March 9, 2023 - 8:39am

Submitted by anonymous user: 184.183.117.189

Submitted values are:

First Name Rick

Last Name Robertson

Email ricker123@gmail.com

Question/Comment

I would like to be on record that I oppose any effort to raise everyones garbage fees to supply bear proof trash cans to certain homeowners in certain areas. We have been asked for, and I have vote in favor of, recent requests for water, sewer, school and important infrastructure bonds. This is a "tax" that I am definitely not in favor of. If an individual wishes to have their own "bear proof" trash receptacle that should be their choice and their burden. Please don't make all of us responsible for this common sense issue. I am normally in favor of government involvement but this is over reach.

The results of this submission may be viewed at:

<https://www.ketchumidaho.org/node/7/submission/11148>

Lisa Enourato

From: Lisa Enourato
Sent: Thursday, March 9, 2023 9:20 AM
To: Participate
Subject: FW: BCSD Salaries

LISA ENOURATO | CITY OF KETCHUM

Public Affairs & Administrative Services Manager
P.O. Box 2315 | 191 Fifth St. W. | Ketchum, ID 83340
o: 208.726.7803 | f: 208.726.7812
lenourato@ketchumidaho.org | www.ketchumidaho.org

From: Amanda Breen <ABreen@ketchumidaho.org>
Sent: Wednesday, March 8, 2023 12:53 PM
To: Lisa Enourato <LEnourato@ketchumidaho.org>
Subject: Fw: BCSD Salaries

From: Dan Turner <danturner@blaineschools.org>
Sent: Wednesday, March 8, 2023 10:14 AM
To: Amanda Breen <ABreen@ketchumidaho.org>
Subject: BCSD Salaries

Hi Amanda,

I've heard second-hand of a couple instances at recent Ketchum meetings where BCSD salaries have been discussed. I hope I can clear up any confusion.

For the record, here are the actual numbers, provided by our HR department:

Administration: (Principals, Directors, District leadership)

\$ 106,556.43 Median
\$ 117,732.67 Average

Classified: (para-pros, bus drivers, custodians etc.)

\$ 35,251.65 Median
\$ 40,354.48 Average

Certified: (teachers, counsellors, Speech Language Pathologists etc.)

\$ 84,832.77 Median
\$ 79,368.48 Average

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From: [H Boyle](#)
To: [Participate](#)
Cc: [Carissa Connelly](#)
Subject: Public a comment for City Council
Date: Friday, March 17, 2023 9:39:08 AM

The housing income limits for 1st/4th make no sense.

My son makes \$40k. His partner makes \$50k. Individually they qualify for a unit, but together they don't.

How are they supposed to be able to get married and live in Ketchum? Should they each apply individually and then alternate nights?

This is strange public policy.

Perry Boyle
Ketchum

From: [H Boyle](#)
To: [Participate](#)
Cc: [Andrew Guckes](#)
Subject: Public Comment for City Council on Ketchum Parking Plan
Date: Friday, March 17, 2023 5:00:21 PM

I urge the Council to request that staff create an actual parking plan, rather than to adopt what Dixon has come up with. It is based on fundamentally flawed data and does not reflect the Council's development direction for the core.

The biggest flaw is that there is no projection of parking demand nor supply based on the the existing zoning code and development potential in the analyzed area. IDT projects a doubling of the number of cars through Ketchum over the next 18 years. This plan does not reflect that. The City Council is promoting more residential density in the core. At the same time it is reducing the parking spaces available. KTA took away another two at their last meeting. Not reflected in this plan is the Council's move to take away parking on Main Street to accommodate the increase in traffic.

This plan calls for employees to pay for parking. That probably makes sense and may encourage more people to take the bus, which would be great. But how will that be enforced?

All three of the parking lots identified for employee permit parking in this plan are either not owned by the City or are slated by the City for high density housing development. At the KURA meeting this week, it looks like they decided to eliminate parking from the building they will put on the Washington lot. This situation means more demand for fewer spots.

Another flaw is that "park once" is a nice idea, but does not reflect the aged demographics of Ketchum residents and the fact that we have winter here. No parking data was collected during the winter months. The plan does not account for parking spaces lost in winter in the core for snow storage.

The parking survey Dixon did over a year ago was not a statistically valid survey of Ketchum residents. Anyone could respond and you could even respond multiple times. That's not how real surveys are done.

We know that a substantial portion of parking spots are taken by employees. That number is not identified, nor is the demand for parking from the construction workers, nor the sporadic but constant loss of parking spots as the big buildings go up in the core and block of portions of streets.

In sum, this plan is not fit for purpose. Please have staff do an analytically robust job of collecting and projecting parking supply and demand, and to do a statistically valid sampling of resident views on parking, so that the Council can make informed decisions on behalf of the residents.

Thank you,

Perry Boyle

From: [Amy Johnson](#)
To: [Participate](#)
Subject: Snow removal, a thanks
Date: Tuesday, March 21, 2023 6:58:43 AM

Thank you so much to your crew yesterday for coming through our neighborhood on Exhibition and Broadway the scrape out, blow out, and plow out the excessive snow to help us get in and out. I know they'll be another time when they'll come through and scrape out the rest of it. It's made a huge difference by in one day to be able to get to the main streets.

So much snow! I'm sure you all are exhausted keeping up with this snowfall.

Thanks!!

Amy Johnson
c. 650.207.6265

From: [James Hungelmann](#)
To: [Neil Bradshaw](#); [Jim Slanetz](#); [Amanda Breen](#); [Courtney Hamilton](#); [Michael David](#); [Participate](#)
Subject: Ketchum City Council Meeting of March 27, 2023: Public Comment / Agenda Item 2
Date: Monday, March 27, 2023 12:01:36 AM

**Ketchum City Council Meeting
March 27, 2023**

**Public Comment on Agenda item 2 – *proposed* “Week of the Young Child”
Proclamation**

Dear Mayor Bradshaw and Councilors:

I urge this Council not to issue this proclamation but rather to take affirmative steps to acknowledge and reverse its history of transgressions and come to the aid and protection of Ketchum’s young children.

What are the most important aspects of life for a Young Child?

It is not that complicated, is it? Sleep, dreaming, good nutrition. Safe and secure with mommy, daddy and siblings, with lots of hugging going on. Free to explore and play in the parks and great outdoors with friends with mother nature wrapped around them. To breathe freely without interference or obstruction air that is not poisoned. Not to have their young bodies violated or invaded with poisons. To be told the Truth and not to be forced to endure a world filled with lies in order to survive. To grow up in a mountain village that preserves and protects its precious quality of life. Never to have any government kill the joy of childhood by tyrannical measures that violate the rule of law established for their protection.

What is the track record of this Council in relation to the Young Child?

- 1 Worked to embed in the public consciousness the greatest and most damaging deception ever perpetrated on a people now being fully exposed as covidScam, with every aspect of the core COVID narrative nothing but fraud and phony with enslaving, mauling and even murderous consequences for the Young Child.
- 2 Imposed viciously vile COVID measures, without a hint of constitutionally mandated Due Process, that served only to violate the body, mind and spirit of the Young Child and their essential healthy interpersonal interactions, including by orders of isolation and social distancing and mandates of face masking that served to choke out and poison every Young Child’s breath and speech, together with hopes and aspirations.
- 3 Helped Push the deadly “Just a Shot Away” agenda that secured the penetration of the filthy COVID needle, over and over again, into many a defenseless Young Child, while blocking any inquiry into the truth of its toxicity now feared to be extreme.

4 Has taken no action on nor even replied to formal public demands made to the Council to address the true state of COVID vaccine damage to the Young Child and to shut down the vaccine killing fields and come to the aid.

5 Effectively jammed every Young Child into the microwave oven on high, no escape for the duration of the downward adjusted life expectancy - By giving favored *carte blanche* treatment to the “telecoms” during the isolation/locked inside early days of covidScam, that allowed and encouraged them to greatly expand, outside of public scrutiny, their Towers that Beam “5G Good for You” (they insist), shortly after this Council worked to block citizen initiative in 2019-20 to convene a public symposium to understand and minimize dangers to the Young Child from WIFI radiation installations in this valley.

6 Ignored, rejected and failed to provide any support or encouragement to repeated requests over the last several years from the public for a community-wide initiative to “Round up the Roundup” from lawns, gardens, golf courses and agriculture – despite the now incontrovertibly deadly toxicity of glyphosate especially engulfing and exterminating small and large creatures and the Young Child with its herbicidal essence: Birds, bees, frogs, doggies - and kiddies too.

7 Ignored and rejected the public request for the city to professionally test or inquire as to level of chemical ingredient toxicity in cloud seeding operations currently in place and delivering contaminated snow and rain to this area.

8 Trashed the rule of law intended to preserve and protect our most unique mountain village, most prominently by using the illegal entity, KURA, to blatantly end-run on the strict constitutional prohibition on municipalities from pursuing large capital projects that exceed annual operating revenue and require longer-term financing. There never have been any conditions of urban blight as defined by the law - “deteriorated and deteriorating areas which constitute a serious and growing menace, injurious to the public health, safety, morals and welfare of the residents”- that must exist for an Urban Renewal Agency to be established and operate anywhere in Idaho. Hence, all maneuverings of KURA on all projects have been and are illegal and fumbled intermeddling which is clearly intended to engineer downtown Ketchum to their hearts' content, wiping out open spaces, open skies, open parking etc of the town that the Young Child here treasures so much - while only aggravating, not solving, the issue of “affordable housing”.

So, what is the Agenda here?

Despite public posturing, the agenda of the folks behind the proclaimed Week of the Young Child (Idaho and National “AEYC”) is dangerous and seriously threatening to the life and health of every Young Child. Of gravest concern is its express embedding of the Deception of covidScam with its push for vaccination for the Young Child.

And so, in lieu of yet another pointlessly pontificating proclamation, **I urge the following essential actions by this Council in protection of the Young Child, every day of every week:**

- Eliminate all messaging and vestiges of COVID from city properties and business. Lead the investigation into fraud, racketeering and related high crimes and casualties of covidScam.
- Roundup the Roundup – get it out of here.
- Put that Needle down! / Shutdown the vaccine killing fields and come to the aid of the exploding number of victims. Off our Lawn - all of it. No more government “coming to the aid” of our “health security”.
- Stop 5G Fast.
- Professionally test the toxicity in “cloud seeding”.
- Expose and Collapse KURA and its illegal and hare-brained projects.
- Educate and train the Young Child on the core US Constitutional protections of individual freedoms and, ultimately, sanity and survival that must never be compromised. Embed in all children the understanding that no governmental entity at any level has the right to impose restrictions on Inalienable Rights as it sees fit, like the right to breathe, gather and speak freely, or the right not to be coerced to inject suspicious drugs, or be captivated by or subjugated to a false narrative that involves them losing their liberties or life without full due process of law.

Lastly, I leave you below with an artistic rendition *FLY FLY AWAY* written through tears in the early days of COVID upon us, depicting a future for the Young Child that must never happen. Mr. Mayor, Councilors, we beg you – Help that Young Child go free.

I hope you understand.

Sincerely,

Jim Hungelmann

Ketchum

LAST STAND USA/

FLY, FLY AWAY

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

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

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

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

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

Natalie Clair & Steven Rivera
536 Broadway Court
Ketchum, ID 83340

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

February 15th, 2023

Dear Warm Springs Preserve Stakeholders,

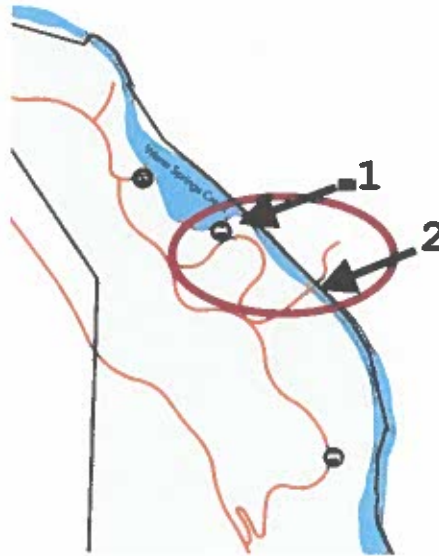
We are writing to convey our support of the Warm Springs Preserve Project. As an overall asset to the community we are proud of the City of Ketchum's efforts to spearhead the park. After reviewing the slide deck following the February 14th public meeting, we would like to express our concerns over the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

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

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

South Floodplain Bridge (#2)

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



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

With warm regards,

Natalie & Steven



City of Ketchum

Week of the Young Child Proclamation

- Whereas,** the Idaho Association for the Education of Young Children (Idaho AEYC) is celebrating the Week of the Young Child; and
- Whereas,** they work to promote and inspire high quality early childhood experiences for our state’s youngest citizens, that can provide a foundation of learning and success for children in Ketchum, Idaho; and
- Whereas,** teachers and others who work with or on behalf of young children, birth through age eight, who make a difference in the lives of young children in Ketchum deserve thanks and recognition; and
- Whereas,** public policies that support early learning for all young children are crucial to their futures and to the prosperity of our society.

NOW THEREFORE, I, Neil Bradshaw, Mayor of the City of Ketchum, do hereby proclaim April 1-7, 2023 as the Week of the Young Child in Ketchum, and encourage all citizens to work to support and invest in early childhood in Ketchum.



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

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

ROLL CALL:

Mayor Neil Bradshaw
Michael David
Amanda Breen
Courtney Hamilton
Jim Slanetz

ALSO PRESENT:

Jade Riley—City Administrator
Trent Donat—City Clerk & Business Manager
Lisa Enourato—Public Affairs & Administrative Services Manager
Morgan Landers—Director of Planning and Building
Matt Johnson—City Attorney
Adam Crutcher—Associate Planner
Carissa Connelly—Housing Strategist
Chris Corwin—Blaine County Disaster Services Coordinator *(via teleconference)*

COMMUNICATIONS FROM MAYOR AND COUNCIL: *(00:00:45 in video)*

- Amanda Breen *(00:00:48 in video)*
- Courtney Hamilton *(00:01:09 in video)*
- Michael David *(00:02:58 in video)*
- Jim Slanetz *(00:04:45 in video)*
- Mayor Bradshaw *(00:05:10 in video)*

CONSENT AGENDA: *(00:06:47 in video)*

- Mayor Bradshaw moved item #14 to New Business, where it will be addressed at the time of the Housing Update
- Courtney Hamilton asked to pull items #13 and #16
- Jim Slanetz asked to pull item #18

Discussion and questions by council on item # 13 *(00:07:46 in video)*

Discussion and question by council on item # 16 *(00:15:10 in video)*

Discussion and question by council on item # 18 *(00:19:17 in video)*

Motion to approve consent agenda items #2 -21 excluding #14 & #18 (00:33:35 in video)

MOVER: Michael David

SECONDER: Courtney Hamilton

AYES: Michael David, Courtney Hamilton, Jim Slanetz

RECUSED: Amanda Breen

RESULT: ADOPTED UNANIMOUS

Motion to approve consent agenda item #18 (00:33:52 in video)

MOVER: Michael David

SECONDER: Amanda Breen

AYES: Michael David, Courtney Hamilton, Amanda Breen

NAYS: Jim Slanetz

RESULT: ADOPTED

PUBLIC HEARING: (00:34:11 in video)

22. Recommendation to hold first reading of Ordinance 1247 and 1248 authorizing the issuance of Wastewater Revenue Bonds.

Presented by: City Administrator Jade Riley (00:34:35 in video)

Public Comment: (00:44:50 in video)

None

Public Comment Closed: (00:44:57 in video)

Questions, comments, and discussion by Council (00:45:10 in video)

Motion to approve to hold first reading of Ordinance 1247 and 1248 with the change of interest rate cap at five percent. (00:49:22 in video)

MOVER: Courtney Hamilton

SECONDER: Amanda Breen

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

RESULT: ADOPTED UNANIMOUS

First Reading of Ordinance #1247 and 1248 by title only: City Clerk and Business Manager Trent Donat (00:49:50 in video)

Motion to approve The Bond Purchase Agreement and Continuing Disclosure Agreement. (00:51:58 in video)

MOVER: Courtney Hamilton

SECONDER: Amanda Breen

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

RESULT: ADOPTED UNANIMOUS

23. Recommendation to approve second reading of Ordinance 1246 which provides for Idaho Power Franchise Agreement and Join Clean Energy Cooperation statement. (00:52:22 in video)

Public Comment: (00:53:18 in video)

None

Public Comment Closed: (00:53:34 in video)

Comments and presentation by: City Administrator Jade Riley (00:53:45 in video)

Questions, comments, and discussion by Council (00:56:40 in video)

Motion to approve second reading by title only of Ordinance 1246 (01:07:41 in video)

MOVER: Amanda Breen

SECONDER: Courtney Hamilton

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

RESULT: ADOPTED UNANIMOUS

Second Reading of Ordinance #1246 by title only: City Clerk and Business Manager Trent Donat (01:08:15 in video)

NEW BUSINESS: (01:09:33 in video)

24. Discussion and direction for animal resistant containers

Presented by: City Administrator Jade Riley (01:09:54 in video)

Joined by: Mike Goitiandia—Clear Creek Disposal

Terry Thompson—Fish and Game

Questions, comments, and discussion by Council (00:01:16:39 in video)

26. Discussion and Direction regarding the proposed Community Housing Contribution for the Perry Building Project located at 131 W 4th St. and 471 & 431 N 1st Avenue.

Presented by: Senior Planner Abby Riven (01:40:09 in video)

Questions, comments, and discussion by Council (01:45:37 in video)

Discussion joined by: Carson Palmer—Applicant

Broderick Smith—Applicant

25. Housing update

Presented by: Housing Director Carissa Connelly (02:36:10 in video)

Joined by: Housing Fellow Rian Rooney (02:40:22 in video)

Consent Agenda Item #14 (02:52:45 in video)

14. Recommendation to approve Purchase Order 23069 with Blaine County Charitable Fund for Emergency Rental assistance.

Questions, comments, and discussion by Council *(02:52:56 in video)*

Joined by: Blaine County Charitable Housing Fund, Mary Fauth *(02:54:17 in video)*

Motion to approve Consent Agenda Item #14 *(03:10:41 in video)*

MOVER: Courtney Hamilton

SECONDER: Jim Slanetz

AYES: Michael David, Courtney Hamilton, Jim Slanetz

Absent: Amanda Breen

RESULT: ADOPTED

ADJOURNMENT:

Motion to adjourn at 7:19pm *(03:11:05 in video)*

MOVER: Courtney Hamilton

SECONDER: Jim Slanetz

AYES: Michael David, Courtney Hamilton, Jim Slanetz

Absent: Amanda Breen,

RESULT: UNANIMOUS

Neil Bradshaw, Mayor

ATTEST:

Trent Donat, City Clerk

Report Criteria:

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

Vendor Name	Invoice Number	Description	Net Invoice Amount	Purchase Order Number
GENERAL FUND				
01-2175-8000 P/R DEDUC PBL--EMP CAF FSA-MD				
NBS-NATIONAL BENEFIT SERVI	CP341460	FSA ROLL TOTAL	500.00	
NBS-NATIONAL BENEFIT SERVI	CP341460	FSA TOTAL	280.83	
NBS-NATIONAL BENEFIT SERVI	CP341460	FSA TOTAL	228.30	
01-3700-3600 REFUNDS & REIMBURSEMENTS				
MOUNTAIN RIDES	21231320	RONALD & SYLVIA HARTMAN FAMILY FOUNDATION GRANT TO MOUNTAINRIDES	10,000.00	
Total :			10,447.47	
LEGISLATIVE & EXECUTIVE				
01-4110-2515 VISION REIMBURSEMENT ACCT(HRA)				
NBS-NATIONAL BENEFIT SERVI	908879	FSA & HRA Plan Administration Fees FEBRUARY 2023	22.95	
Total LEGISLATIVE & EXECUTIVE:			22.95	
ADMINISTRATIVE SERVICES				
01-4150-2505 HEALTH REIMBURSEMENT ACCT(HRA)				
NBS-NATIONAL BENEFIT SERVI	CP341460	HRA Medical	575.00	
01-4150-2515 VISION REIMBURSEMENT ACCT(HRA)				
NBS-NATIONAL BENEFIT SERVI	908879	FSA & HRA Plan Administration Fees FEBRUARY 2023	48.75	
NBS-NATIONAL BENEFIT SERVI	CP341460	HRA Vision	304.98	
01-4150-3100 OFFICE SUPPLIES & POSTAGE				
COPY & PRINT, L.L.C.	125611	POS 11116: BATTERIES, SHEET PROTECTORS, LINT ROLLER, CLIPS, PENS, MARKERS	328.33	
COPY & PRINT, L.L.C.	125640	POS 11184: PENS MARKERS, DRY ERASE BOARD	291.67	
COPY & PRINT, L.L.C.	125644	POS 11205: NAME PLATE	35.50	
COPY & PRINT, L.L.C.	125651	POS 11220: LINT ROLLER REFILLS	13.90	
COPY & PRINT, L.L.C.	125694	WHITE OUT, STICKY NOTES, 3M FLAGS, DRY ERASE BOARDS	471.46	
GEM STATE PAPER & SUPPLY	1092066	BOBRICK DISPENSER, CORELESS TISSUE	84.28	
RILEY, JADE	230309	OFFICE SUPPLIES-EXPO MARKERS, ERASER	17.25	
PITNEY BOWES - RESERVE ACC	3317078110	CONTRACT 0040982200 SENDPRO C AUTO	407.94	
US BANK	6235 022723	FLOOR CABLE COVER	11.99	
US BANK	9749 022723	SPACE HEATER	67.49	
01-4150-4200 PROFESSIONAL SERVICES				
WESTERN RECORDS DESTRUCT	0631636	February 2023 RECORDS DESTRUCTION	67.00	
VALLEY TEMP SERVICES INC	INVONO26	ELIZABETH INSINGER	247.00	
BD CONSULTING LLC	KET 2023-05	FINANCIAL CONSULTING SERVICES	1,785.00	23048.1
NICOLE SNYDER INTERIORS	300495	FIRST FLOOR CARPETING COLOR INTEGRATION	1,140.00	
01-4150-4600 PROPERTY & LIABILITY INSURANCE				
ICRMP	02097-2023-2	INSURANCE PREMIUMS	69,889.00	23038

Vendor Name	Invoice Number	Description	Net Invoice Amount	Purchase Order Number
01-4150-4800 DUES, SUBSCRIPTIONS & MEMBERSH				
COLORADO ASSOCIATION OF S	1698	CAST Annual Membership DUES 2023	630.00	
US BANK	2745 022723	TRELLO.COM	112.50	
01-4150-4900 PERSONNEL TRAINING/TRAVEL/MTG				
CITY OF KETCHUM	032023	CITY TOUR ATTENDEES x 3 = JADE COURTNEY & TRENT	600.00	
US BANK	4026 022723	TRAINING-CRISIS COMMUNICATION	77.00	
US BANK	9749 022723	HOTEL KETCHUM-CONFIRENCE ROOM	144.00	
01-4150-5100 TELEPHONE & COMMUNICATIONS				
SYRINGA NETWORKS, LLC	23MAR0298	020303 030123	4,500.00	
US BANK	5030 022723	8*8 INC	2,044.17	
COX BUSINESS	0012401047131	0012401047131901 012623	99.79	
COX BUSINESS	0012401047131	0012401047131901 022423	65.79	
AT&T MOBILITY LLC	287310798935	HOTSPOTS	80.08	
LUMEN	74754376	74754376 032623	.87	
01-4150-5110 COMPUTER NETWORK				
US BANK	5030 022723	MICROSOFT	45.62	
US BANK	5030 022723	MICROSOFT	93.90-	
US BANK	5030 022723	MICROSOFT	4.07-	
US BANK	5030 022723	DROPBOX	162.74	
US BANK	5030 022723	ZOOM.COM	79.00	
DELL FINANCIAL SERVICES	2505770	LEASE RENEWAL	26.56	
DELL FINANCIAL SERVICES	2514489	LEASE RENEWAL	12.11	
LEAF	14454019	100-6877711-001 030823	840.74	
01-4150-5150 COMMUNICATIONS				
US BANK	5030 022723	MAILCHIMP	140.00	
US BANK	6235 022723	IME WEB ONLY SUBSCRIPTION	79.00	
US BANK	6235 022723	YOUTUBE PREMIUM	11.99	
US BANK	6235 022723	LATER.COM	15.00	
US BANK	6235 022723	SHUTTERSTOCK	29.00	
SNEE, MOLLY	2306	MARCH RETAINER FEE	5,000.00	
01-4150-5200 UTILITIES				
CITY OF KETCHUM	FEBRUARY 20	208	401.05	
CITY OF KETCHUM	FEBRUARY 20	772	66.88	
CITY OF KETCHUM	FEBRUARY 20	9994	206.59	
CITY OF KETCHUM	FEBRUARY 20	360	56.39	
IDAHO POWER	2203990334 03	2203990334 031423	79.95	
IDAHO POWER	2206452274 02	2206452274 022223	318.94	
IDAHO POWER	2206570869 03	2206570869 031423	5.31	
IDAHO POWER	2224128120 02	2224128120 022223	1,067.09	
INTERMOUNTAIN GAS	44919030005 0	44919030005 022323	69.16	
INTERMOUNTAIN GAS	76053745030 0	76053745030 022323	901.13	
01-4150-6500 CONTRACTS FOR SERVICES				
S & C ASSOCIATES LLC	2672-2680	2675	1,137.00	
S & C ASSOCIATES LLC	2672-2680	2672	59.00	
S & C ASSOCIATES LLC	2672-2680	2677	1,515.50	
S & C ASSOCIATES LLC	2672-2680	2676	177.00	
S & C ASSOCIATES LLC	2696-2705	2697	59.00	
S & C ASSOCIATES LLC	2696-2705	2703+	59.00	
S & C ASSOCIATES LLC	2696-2705	2702	1,245.00	
S & C ASSOCIATES LLC	2696-2705	2701	59.00	
S & C ASSOCIATES LLC	2696-2705	2700	177.00	

Vendor Name	Invoice Number	Description	Net Invoice Amount	Purchase Order Number
S & C ASSOCIATES LLC	2696-2705	2698	118.00	
S & C ASSOCIATES LLC	2696-2705	2704	236.00	
S & C ASSOCIATES LLC	2696-2705	2699	1,196.00	
01-4150-6510 COMPUTER SERVICES				
CASELLE, INC.	123307	Caselle Support & Maintenance APRIL 2023	2,483.00	
01-4150-7400 OFFICE FURNITURE & EQUIPMENT				
US BANK	6235 022723	SLIM TRASH CANS	63.09	
US BANK	6235 022723	UPRINTING-VINYL BANNERS	51.13	
US BANK	6235 022723	EXPANSION MIC-CONFERENCE CALLS	219.99	
US BANK	6235 022723	L SHAPED DESKS	849.98	
US BANK	6235 022723	TOILET PAPER HOLDERS	59.98	
Total ADMINISTRATIVE SERVICES:			103,421.69	
LEGAL				
01-4160-4200 PROFESSIONAL SERVICES				
WHITE PETERSON	24892R 022823	General Services 24892R 022823	15,000.00	
01-4160-4270 CITY PROSECUTOR				
ALLINGTON, ESQ., FREDERICK	120296	Monthly Prosecutor Payment	3,883.33	
Total LEGAL:			18,883.33	
PLANNING & BUILDING				
01-4170-2515 VISION REIMBURSEMENT ACCT(HRA)				
NBS-NATIONAL BENEFIT SERVI	908879	FSA & HRA Plan Administration Fees FEBRUARY 2023	26.30	
01-4170-4200 PROFESSIONAL SERVICES				
S & C ASSOCIATES LLC	2672-2680	2674	59.00	
S & C ASSOCIATES LLC	2672-2680	2680	59.00	
S & C ASSOCIATES LLC	2672-2680	2673	635.50	
S & C ASSOCIATES LLC	2672-2680	2679	177.00	
S & C ASSOCIATES LLC	2672-2680	2678	59.00	
S & C ASSOCIATES LLC	2696-2705	2696	177.00	
S & C ASSOCIATES LLC	2696-2705	2705	177.00	
01-4170-4210 PROFESSIONAL SERVICES - IDBS				
DIVISION OF OCCUPATIONAL	FEBRUARY 20	FEBRUARY 2023 BUILDING PERMIT FEES	25,642.75	
01-4170-4400 ADVERTISING & LEGAL PUBLICATIO				
COPY CENTER LLC	2622	PERRY PUBLIC HEARING POSTER	116.00	
01-4170-4900 PERSONNEL TRAINING/TRAVEL/MTG				
US BANK	0172 022723	ANABRANCH SOLUTIONS	48.00	
Total PLANNING & BUILDING:			27,176.55	
NON-DEPARTMENTAL				
01-4193-4200 PROFESSIONAL SERVICE				
US BANK	5030 022723	BLUE&PINE	125.00	
TRAVIS D. AMICK PHOTOGRAPH	42	MILKY WAY WHITE CLOUDS BENCH PHOTO	450.00	

Vendor Name	Invoice Number	Description	Net Invoice Amount	Purchase Order Number
01-4193-4500 1ST/WASHINGTON RENT				
URBAN RENEWAL AGENCY	6420	URA RENT	3,000.00	
01-4193-8802 TRANSFER TO GF UTILITY DIREC				
US BANK	6235 022723	YOURMEMBERSHIP-JOB POSTING	649.00	
US BANK	6235 022723	ICMA-JOB POSTING	450.00	
US BANK	6235 022723	ADWA WORKZONE-JOB POSTING	545.00	
US BANK	6235 022723	PUBLICWORKSCAREER.COM	185.00	
US BANK	6235 022723	CAREERS IN GOVERNMENT	399.00	
01-4193-9930 GENERAL FUND OP. CONTINGENCY				
NBS-NATIONAL BENEFIT SERVI	908407	CAFETERIA PLAN DEBIT CARD FEES	18.00	
RAVEN ART SERVICES LLC	749	ART: KELLY BIRD	375.00	
Total NON-DEPARTMENTAL:			6,196.00	
FACILITY MAINTENANCE				
01-4194-2515 VISION REIMBURSEMENT ACCT(HRA)				
NBS-NATIONAL BENEFIT SERVI	908879	FSA & HRA Plan Administration Fees FEBRUARY 2023	24.38	
01-4194-3200 OPERATING SUPPLIES				
A.C. HOUSTON LUMBER CO.	2303-5501794	HEATRAC GLOVES	29.99	
CHATEAU DRUG CENTER	2676447	HAND CREAM, SPRAY BOTTLE	16.12	
CHATEAU DRUG CENTER	2677312	BROOM, ODOR GENIE, VINEGAR, MOP REFILL	38.90	
GEM STATE PAPER & SUPPLY	1084312-02	PINESOL CLEANER	75.61	
US BANK	9988 022723	EMERGEN-C	32.64	
01-4194-3500 MOTOR FUELS & LUBRICANTS				
CHRISTENSEN INC.	1014333	38950 022823	501.07	
US BANK	9988 022723	FOOTHILLS CHEVRON-GAS	91.93	
01-4194-4800 DUES, SUBSCRIPTIONS & MEMBERSH				
US BANK	9988 022723	EXEMPT LICENSE-NEW RANGER	23.69	
01-4194-5200 UTILITIES				
CITY OF KETCHUM	FEBRUARY 20	1245	41.85	
CITY OF KETCHUM	FEBRUARY 20	9996	56.40	
CITY OF KETCHUM	FEBRUARY 20	560	14.55	
CITY OF KETCHUM	FEBRUARY 20	536	43.65	
CITY OF KETCHUM	FEBRUARY 20	532	58.90	
CITY OF KETCHUM	FEBRUARY 20	456	14.55	
CITY OF KETCHUM	FEBRUARY 20	9991	57.65	
CITY OF KETCHUM	FEBRUARY 20	1127	14.55	
CITY OF KETCHUM	FEBRUARY 20	9995	43.65	
IDAHO POWER	2201272487 02	2201272487 022223	231.74	
IDAHO POWER	2203313446 03	2203313446 031123	5.31	
IDAHO POWER	2203538992 02	2203538992 022223	46.04	
INTERMOUNTAIN GAS	32649330001 0	130 S 1 AVE	36.17	
INTERMOUNTAIN GAS	65669030002 0	65669030002 022323	9.79	
01-4194-5300 CUSTODIAL & CLEANING SERVICES				
WESTERN BUILIDNG MAINTEN	0138710-IN	Monthly Janitorial Service- FEB 23	4,037.00	
01-4194-5900 REPAIR & MAINTENANCE-BUILDINGS				
CHATEAU DRUG CENTER	2659361	PICTURE HANGER 20PK50LB	11.39	
CHATEAU DRUG CENTER	2674881	PTFE LUBRICANT	9.49	

Vendor Name	Invoice Number	Description	Net Invoice Amount	Purchase Order Number
01-4194-5910 REPAIR & MAINT-491 SV ROAD				
ALSCO - AMERICAN LINEN DIVI	LBOI2062441	491 E SUN VALLEY RD	137.89	
ALSCO - AMERICAN LINEN DIVI	LBOI2064201	491 E SUN VALLEY RD	137.89	
ALSCO - AMERICAN LINEN DIVI	LBOI2065958	491 E SUN VALLEY RD	137.89	
CHATEAU DRUG CENTER	2677706	RUBB CUP PLUNGER	18.35	
CITY OF KETCHUM	FEBRUARY 20	192	338.23	
CLEAR CREEK DISPOSAL	0001608038	491 SUN VALLEY RD-DEC22JAN23FEB23	7,945.44	
IDAHO POWER	2202522062 02	2202522062 022223	528.69	
INTERMOUNTAIN GAS	17499804809 0	17499804809 022323	535.70	
COX BUSINESS	0012401034971	0012401034971402 022223	143.00	
01-4194-5950 REPAIR & MAINT-WARM SPRINGS PR				
A.C. HOUSTON LUMBER CO.	2212-522164	44 GAL TRASH CANS	67.99	
A.C. HOUSTON LUMBER CO.	2302-537466	ZINC, JACOBAN STAIN, TORX BITS, 4*4	73.43	
CLEAR CREEK LAND CO. LLC	0000038309	OLD GEEZER ALLY	227.53	
IDAHO POWER	2226452353 02	2226452353 022523	26.81	
CHRISTENSEN INC.	1014333	38950 022823	108.72	
01-4194-6950 MAINTENANCE				
A.C. HOUSTON LUMBER CO.	2303-549155	20GAL TRASH CAN W/LID	24.69	
CHATEAU DRUG CENTER	2665086	EXTENSION CORDS	12.34	
LUTZ RENTALS	140291-1	HAND SNAKE	23.76	
SAWTOOTH WOOD PRODUCTS, I	0000138486	POLE PRUNER SET,SAW BLADE	180.99	
US BANK	9988 022723	SINK WATER FILTER	39.99	
Total FACILITY MAINTENANCE:			16,276.34	
POLICE				
01-4210-2515 VISION REIMBURSEMENT ACCT(HRA)				
NBS-NATIONAL BENEFIT SERVI	908879	FSA & HRA Plan Administration Fees FEBRUARY 2023	9.80	
01-4210-3500 MOTOR FUELS & LUBRICANTS				
CHRISTENSEN INC.	1014348	39060 022823	240.44	
01-4210-3620 PARKING OPS EQUIPMENT FEES				
A.C. HOUSTON LUMBER CO.	2303-547855	FASTENERS	5.99	
US BANK	4026 022723	WATER BASES SPRAY PAINT MINI	26.09	
US BANK	4026 022723	SAFTEY FLAG CO-GREEN FLAGS	382.49	
AT&T MOBILITY LLC	287310798935	287310798935 022323	175.34	
01-4210-4250 PROF.SERVICES-BCSO CONTRACT				
BLAINE COUNTY CLERK/RECOR	201062	BCSO Law Enforcement Services	145,144.75	
01-4210-6000 REPAIR & MAINT--AUTOMOTIVE EQU				
A.C. HOUSTON LUMBER CO.	2303-547855	SNOW BROOM	18.99	
CHATEAU DRUG CENTER	2675728	WINDSHIELD FLUID	11.38	
RIVER RUN AUTO PARTS	6538-188666	WiPER BLADE	29.90	
US BANK	4026 022723	SHELL CAR WASH 20 PACK	200.00	
US BANK	4026 022723	SHELL CAR WASH	10.00	
Total POLICE:			146,255.17	
FIRE & RESCUE				
01-4230-2515 VISION REIMBURSEMENT ACCT(HRA)				
NBS-NATIONAL BENEFIT SERVI	908879	FSA & HRA Plan Administration Fees FEBRUARY 2023	81.75	

Vendor Name	Invoice Number	Description	Net Invoice Amount	Purchase Order Number
01-4230-3200 OPERATING SUPPLIES FIRE				
ATKINSONS' MARKET	03629680	GROCERIES	17.20	
ATKINSONS' MARKET	03629681	MR CLN DUET 2PK GLOV	2.37	
ATKINSONS' MARKET	04245567	SANDWICH & WHITE CLOUD	28.82	
ATKINSONS' MARKET	04260208	DISTILLED WATER	2.18	
ATKINSONS' MARKET	04323475	WHITE CLOUD	27.54	
ATKINSONS' MARKET	06630484	WHITE CLOUD	30.73	
ATKINSONS' MARKET	08540486	WHITE CLOUD & TUB & TILE	17.09	
ATKINSONS' MARKET	08579506	WHITE CLOUD	27.54	
ATKINSONS' MARKET	08605788	SEVERAL FLAVORS OF TEA	9.97	
DAVIS EMBROIDERY INC.	41852	UNIFORM WORK	159.30	
DAVIS EMBROIDERY INC.	41915	UNIFORM WORK	4,311.31	
INTEGRATED TECHNOLOGIES	209201	M7892-01 020923	12.27	
US BANK	3938 022723	LOWES: BULLETIN BOARD, DRY ERASE BOARD	175.49	
US BANK	9939 022723	CRUTCHFIELD STEEL STUD MOUNT	21.19	
US BANK	9939 022723	SCREEN PROTECTOR, PHONE CASE	22.23	
US BANK	9939 022723	HOSE SPLITTER WITH WASHERS	10.00	
US BANK	9939 022723	WATERSENTRY PLUS REPLACEMENT FILTER	31.50	
US BANK	9939 022723	BESTBUY-TV MOUNT	42.39	
US BANK	9939 022723	COSTCO:TVS AND MOUNTS	1,881.47	
US BANK	9939 022723	UTILITY WALL MOUNT ORGANIZER	8.48	
01-4230-3210 OPERATING SUPPLIES EMS				
ATKINSONS' MARKET	03629680	GROCERIES	17.21	
ATKINSONS' MARKET	03629681	MR CLN DUET 2PK GLOV	2.37	
ATKINSONS' MARKET	04245567	SANDWICH & WHITE CLOUD	28.82	
ATKINSONS' MARKET	04260208	DISTILLED WATER	2.17	
ATKINSONS' MARKET	04323475	WHITE CLOUD	27.54	
ATKINSONS' MARKET	06630484	WHITE CLOUD	30.73	
ATKINSONS' MARKET	08540486	WHITE CLOUD & TUB & TILE	17.09	
ATKINSONS' MARKET	08579506	WHITE CLOUD	27.54	
ATKINSONS' MARKET	08605788	SEVERAL FLAVORS OF TEA	9.98	
INTEGRATED TECHNOLOGIES	209201	M7892-01 020923	12.28	
NORCO	36974659	HYDRO & INSP OF SCBA CYL	261.99	
NORCO	37022641	CARBON MONOXIDE MONITOR	885.66	
NORCO	37025066	OXYGEN	63.66	
NORCO	37133039	CYLINDER RENTAL	67.20	
NORCO	37134116	CYLINDER RENTAL	163.80	
US BANK	3938 022723	LOWES: BULLETIN BOARD, DRY ERASE BOARD	175.48	
US BANK	9939 022723	SCREEN PROTECTOR, PHONE CASE	22.22	
US BANK	9939 022723	HOSE SPLITTER WITH WASHERS	9.99	
US BANK	9939 022723	WATERSENTRY PLUS REPLACEMENT FILTER	31.49	
US BANK	9939 022723	BESTBUY-TV MOUNT	42.39	
US BANK	9939 022723	COSTCO:TVS AND MOUNTS	1,881.46	
US BANK	9939 022723	UTILITY WALL MOUNT ORGANIZER	8.47	
US BANK	9939 022723	CRUTCHFIELD STEEL STUD MOUNT	21.19	
HENRY SCHEIN	34721204	EMS MEDICAL DRUGS	53.16	
HENRY SCHEIN	34735736	EMS MEDICAL DRUGS	866.41	
PRIMARY PHARMACEUTICALS	NOS25584	EMS MEDS	900.20	
01-4230-3500 MOTOR FUELS & LUBRICANTS FIRE				
CHRISTENSEN INC.	1014203	37267 022823	249.28	
01-4230-3510 MOTOR FUELS & LUBRICANTS EMS				
CHRISTENSEN INC.	1014203	37267 022823	249.29	

Vendor Name	Invoice Number	Description	Net Invoice Amount	Purchase Order Number
01-4230-4910 TRAINING EMS				
AIARE	58695	AVALANCHE RESCUE TRAINING	465.00	
01-4230-4920 TRAINING-FACILITY				
IDAHO POWER	2224210258 02	2224210258 020823	51.99	
CURTIS TOOLS FOR HEROES	INV675042	ROSCO SMOKE FLUID	380.38	
CURTIS TOOLS FOR HEROES	INV679731	DUSK SMOKE MACHINE	936.64	
01-4230-5100 TELEPHONE & COMMUNICATION FIRE				
MTE COMMUNICATIONS	056983 030123	056983 030123	15.12	
US BANK	3938 022723	GARMIN	182.43	
01-4230-5110 TELEPHONE & COMMUNICATION EMS				
MTE COMMUNICATIONS	056983 030123	056983 030123	15.13	
US BANK	3938 022723	GARMIN	182.43	
01-4230-5200 UTILITIES				
CITY OF KETCHUM	FEBRUARY 20	2307	147.60	
IDAHO POWER	2226144497 01	2226144497 012623	2,264.83	
IDAHO POWER	2226144497 02	2226144497 031323	2,335.93	
INTERMOUNTAIN GAS	26223127833 0	26223127833 012523	2,931.22	
INTERMOUNTAIN GAS	26223127833 0	26223127833 022323	1,892.76	
SENTINEL FIRE & SECURITY, IN	82888	FIRE ALARM MONITORING	104.85	
SENTINEL FIRE & SECURITY, IN	85735	FIRE ALARM MONITORING	104.85	
01-4230-6000 REPAIR & MAINT-AUTO EQUIP FIRE				
A.C. HOUSTON LUMBER CO.	2303-549974	ACETONE THINNER & LONG HDL WIRE BRUSH	5.24	
ALSCO - AMERICAN LINEN DIVI	LBOI2040904	SHOP TOWELS	15.59	
ALSCO - AMERICAN LINEN DIVI	LBOI2044556	SHOP TOWELS	15.20	
ALSCO - AMERICAN LINEN DIVI	LBOI2051635	SHOP TOWELS	16.00	
ALSCO - AMERICAN LINEN DIVI	LBOI2055253	SHOP TOWELS	15.20	
ALSCO - AMERICAN LINEN DIVI	LBOI2058871	SHOP TOWELS	15.65	
RIVER RUN AUTO PARTS	6538-188017	DIESEL EXH FLUID & FUSE HOLDERS	22.27	
RIVER RUN AUTO PARTS	6538-188038	BATTERY & DIESEL EXHAUST FLUID	186.90	
RIVER RUN AUTO PARTS	6538-188046	BRAKE CONTROL	47.48	
US BANK	3938 022723	HOMEDEPOT: MDL 5 AMP FUSE	10.34	
01-4230-6010 REPAIR & MAINT-AUTO EQUIP EMS				
A.C. HOUSTON LUMBER CO.	2303-549974	ACETONE THINNER & LONG HDL WIRE BRUSH	5.24	
ALSCO - AMERICAN LINEN DIVI	LBOI2040904	SHOP TOWELS	15.58	
ALSCO - AMERICAN LINEN DIVI	LBOI2044556	SHOP TOWELS	15.20	
ALSCO - AMERICAN LINEN DIVI	LBOI2051635	SHOP TOWELS	16.00	
ALSCO - AMERICAN LINEN DIVI	LBOI2055253	SHOP TOWELS	15.20	
ALSCO - AMERICAN LINEN DIVI	LBOI2058871	SHOP TOWELS	15.64	
RIVER RUN AUTO PARTS	6538-188017	DIESEL EXH FLUID & FUSE HOLDER	22.28	
RIVER RUN AUTO PARTS	6538-188038	BATTERY & DIESEL EXHAUST FLUID	186.90	
RIVER RUN AUTO PARTS	6538-188046	BRAKE CONTROL	47.47	
US BANK	3938 022723	HOMEDEPOT: MDL 5 AMP FUSE	10.33	
01-4230-6110 REPAIR & MAINT--MACHINERY & EQ				
KENWORTH SALES COMPANY	012W1844	F450 BODY REPAIRS	2,877.92	
01-4230-6900 OTHER PURCHASED SERVICES FIRE				
ESO SOLUTIONS INC.	ESO-97639	CAD EMS & FIRE PACKAGE	402.08	
RAVEN ELECTRONICS CORPORA	29830	FIRMWARE UPGRADE	26.50	
01-4230-6910 OTHER PURCHASED SERVICES EMS				
ESO SOLUTIONS INC.	ESO-97639	CAD EMS & FIRE PACKAGE	402.08	

Vendor Name	Invoice Number	Description	Net Invoice Amount	Purchase Order Number
RAVEN ELECTRONICS CORPORA	29830	FIRMWARE UPGRADE	26.51	
Total FIRE & RESCUE:			29,495.85	
STREET				
01-4310-2515 VISION REIMBURSEMENT ACCT(HRA)				
NBS-NATIONAL BENEFIT SERVI	908879	FSA & HRA Plan Administration Fees FEBRUARY 2023	41.37	
01-4310-3200 OPERATING SUPPLIES				
A.C. HOUSTON LUMBER CO.	2302-538571	SCOTCH BRITE PADS	5.56	
BUSINESS AS USUAL INC.	161586	LEGAL PAD	49.50	
D & B SUPPLY INC.	6366	Work Pants	169.97	
GEM STATE PAPER & SUPPLY	1087392-01	PLATES, AIR, ODOR ELIMINATOR	138.56	
US BANK	2022 022723	UPS SHIPPING	21.31	
01-4310-3500 MOTOR FUELS & LUBRICANTS				
CHRISTENSEN INC.	1014205	37269 022823	6,241.63	
01-4310-4200 PROFESSIONAL SERVICES				
WESTERN STATES CAT	IN002311916	WINTER 22-23 DOZER RENTAL	5,988.50	23019
01-4310-5200 UTILITIES				
CITY OF KETCHUM	FEBRUARY 20	9993	99.47	
CITY OF KETCHUM	FEBRUARY 20	9999	56.40	
INTERMOUNTAIN GAS	32649330001 0	911 WARM SPRINGS	438.08	
INTERMOUNTAIN GAS	32649330001 0	200 E 10ST	1,239.64	
INTERMOUNTAIN GAS	49439330009 0	49439330009 022323	376.45	
01-4310-6100 REPAIR & MAINT--MACHINERY & EQ				
A.C. HOUSTON LUMBER CO.	2303-548024	EYE BOLTS	8.78	
CONCRETE CONSTRUCTION SU	S41136	TRUCK BEDS -WAX	160.00	
NAPA AUTO PARTS	138966	FUEL ADDITIVE	137.94	
RIVER RUN AUTO PARTS	6538-188441	DEX III/MERCON	10.95	
US BANK	2022 022723	SRM KODIAK- BEARINGS, SEALS	2,905.44	
WESTERN STATES CAT	IN002309412	BOLTS & NUTS	584.00	
01-4310-6910 OTHER PURCHASED SERVICES				
ALSCO - AMERICAN LINEN DIVI	LBOI2062019	200 10TH ST	41.64	
ALSCO - AMERICAN LINEN DIVI	LBOI2063768	200 10TH ST	41.64	
CINTAS	5147862594	MEDICINE CABINET SERVICES-STREET DEPT	104.25	
TREASURE VALLEY COFFEE INC	030123	HOT COCOA	71.69	
01-4310-6930 STREET LIGHTING				
IDAHO POWER	2200059315 03	2200059315 031123	5.31	
IDAHO POWER	2200506786 03	2200506786 031123	13.30	
IDAHO POWER	2200749261 02	2200749261 022423	413.29	
IDAHO POWER	2201013857 02	2201013857 022223	23.85	
IDAHO POWER	2201174667 03	2201174667 031123	15.30	
IDAHO POWER	2202627564 03	2202627564 031123	24.23	
IDAHO POWER	2203855230 02	2203855230 022223	83.01	
IDAHO POWER	2204535385 02	2204535385 022223	85.89	
IDAHO POWER	2205963446 03	2205963446 031123	92.95	
IDAHO POWER	2206773224 02	2206773224 022223	9.24	
IDAHO POWER	2207487501 02	2207487501 022223	8.23	
IDAHO POWER	2224304721 03	2224304721 031123	5.31	

Vendor Name	Invoice Number	Description	Net Invoice Amount	Purchase Order Number
Total STREET:			19,712.68	
RECREATION				
01-4510-2515 VISION REIMBURSEMENT ACCT(HRA)				
NBS-NATIONAL BENEFIT SERVI	908879	FSA & HRA Plan Administration Fees FEBRUARY 2023	13.15	
01-4510-3250 RECREATION SUPPLIES				
CHATEAU DRUG CENTER	2679386	BLUE MASK TAPE	9.90	
US BANK	7926 022723	COLOR HAUS: SAMPLES	25.88	
US BANK	7926 022723	JUMP TIME	140.00	
US BANK	7926 022723	COLOR HAUS: SAMPLE BASE	12.94	
S & S WORLDWIDE	IN101146450	COLOR SPLASH, ELMERS	127.01	
01-4510-3300 RESALE ITEMS-CONCESSION SUPPLY				
ATKINSONS' MARKET	04331769	CORN, CRESCENT ROLLS, SOUR CREAM, APPLES	45.84	
ATKINSONS' MARKET	04334786	MELON, APPLES, ORANGES	40.95	
ATKINSONS' MARKET	05629880	VEGETABLE, EGG, ETC	17.64	
ATKINSONS' MARKET	05632527	OJ, YOGURT, MILK, HALF AND HALF	13.45	
ATKINSONS' MARKET	05632804	BROWNIES	7.10	
ATKINSONS' MARKET	06657610	FD CLUB SQUEEZE	6.77	
ATKINSONS' MARKET	08616753	BUTTERMILK, BANANA, BLUEBERRIES, STRAWBERRIES	32.37	
01-4510-3500 MOTOR FUELS & LUBRICANTS				
LUTZ RENTALS	139987-1	Propane	37.92	
LUTZ RENTALS	140207-1	Propane	38.76	
LUTZ RENTALS	140454-1	Propane	30.74	
01-4510-5200 UTILITIES				
INTERMOUNTAIN GAS	31904030009 0	31904030009 022323	302.48	
SENTINEL FIRE & SECURITY, IN	85162	ATKINSONS PARK BUILDING	104.85	
01-4510-6000 REPAIR & MAINT--AUTOMOTIVE EQU				
KETCHUM AUTO INC	98856	ANTIFREEZE,HEATER CORE	432.06	
CHRISTENSEN INC.	1014204	37268 022823	23.31	
Total RECREATION:			1,463.12	
Total GENERAL FUND:			379,351.15	
WAGON DAYS FUND				
WAGON DAYS EXPENDITURES				
02-4530-3200 OPERATING SUPPLIES				
US BANK	6235 022723	WIX.COM	30.00	
02-4530-4200 PROFESSIONAL SERVICES				
SUN VALLEY EVENTS	02272023	PROFESSIONAL SERVICES- WAGON DAYS 2023	4,642.50	23063
02-4530-4240 CONCERT				
US BANK	6235 022723	HOTELS.COM-SEPTEMBER RESERVATION	1,326.67	
Total WAGON DAYS EXPENDITURES:			5,999.17	
Total WAGON DAYS FUND:			5,999.17	

Vendor Name	Invoice Number	Description	Net Invoice Amount	Purchase Order Number
GENERAL CAPITAL IMPROVEMENT FD				
GENERAL CIP EXPENDITURES				
03-4193-7200 TECHNOLOGY UPGRADES				
US BANK	5030 022723	EATON POWER QUALITY-BATTERIES	2,602.46	
03-4193-7607 SIDEWALK CURB AND GUTTER				
HDR ENGINEERING, INC.	1200503602	2022-ON CALL SERVICES	2,865.25	
Total GENERAL CIP EXPENDITURES:			5,467.71	
FIRE & RESCUE CIP EXPENDITURES				
03-4230-7100 UTILITY/PICK-UP TRUCK				
US BANK	9939 022723	DELL LATITUDE 5430 RUGGED	2,300.00	
US BANK	9939 022723	USB-C CAR CHARGER DELL	149.97	
03-4230-7120 RADIOS (PORTABLE)				
US BANK	9939 022723	UBIQUITI; ANTENNA MOUNT, RADIOS	306.18	
03-4230-7145 MDT (MOBILE COMPUTERS)				
RAVEN ELECTRONICS CORPORA	29826	W630-FLEXGATE SERVICE SOFTWARE	975.00	23057
Total FIRE & RESCUE CIP EXPENDITURES:			3,731.15	
RECREATION CIP EXPENDITURES				
03-4510-7100 ATKINSON PARK NEW SOCCER GOALS				
ANTHEM SPORTS LLC	362968	KWIK GOAL	3,308.20	
Total RECREATION CIP EXPENDITURES:			3,308.20	
Total GENERAL CAPITAL IMPROVEMENT FD:			12,507.06	
ORIGINAL LOT FUND				
ORIGINAL LOT TAX				
22-4910-6060 EVENTS/PROMOTIONS				
COPY CENTER LLC	2614	KETCHUM ALIVE POST CARDS	29.00	
22-4910-6080 MOUNTAIN RIDES				
MOUNTAIN RIDES	12139	TRANSPORTATION SERVICES	64,083.34	23012
Total ORIGINAL LOT TAX:			64,112.34	
Total ORIGINAL LOT FUND:			64,112.34	
ADDITIONAL1%-LOT FUND				
ADDITIONAL 1%-LOT				
25-4910-4220 SUN VALLEY AIR SERVICE BOARD				
SUN VALLEY AIR SERVICE BOA	030223	January MOS 2023	297,469.94	
Total ADDITIONAL 1%-LOT:			297,469.94	
Total ADDITIONAL1%-LOT FUND:			297,469.94	

Vendor Name	Invoice Number	Description	Net Invoice Amount	Purchase Order Number
CITY/COUNTY HOUSING				
CITY/COUNTY HOUSING EXPENSE				
54-4410-2515 VISION REIMBURSEMENT ACCT(HRA)				
NBS-NATIONAL BENEFIT SERVI	908879	FSA & HRA Plan Administration Fees FEBRUARY	3.35	
54-4410-3200 LIFT TOWER LODGE OPERATIONS				
PREMIER CLEANERS, INC.	243121	5LBS WASH AND FOLD	20.00	
PREMIER CLEANERS, INC.	243129	8LBS WASH AND FOLD	32.00	
PREMIER CLEANERS, INC.	243130	7LBS WASHNFOLD	28.00	
54-4410-4200 PROFESSIONAL SERVICES				
US BANK	6235 022723	WISEGUY PIZZA	163.20	
US BANK	6235 022723	BIGWOOD BREAD	145.09	
BACKGROUND INVESTATION B	INV-19051	Background Checks-VOLUNTEERS	1,659.80	
BACKGROUND INVESTATION B	INV-21141	Background Checks-VOLUNTEERS	1,103.35	
AGNEW BECK CONSULTING INC	10738	TASK 1 & 2	1,092.50	
NESTED STRATEGIES	1123	HOUSING PHILANTHROPY	1,500.00	
RIAN ROONEY	6	Housing Research & Project	6,643.75	22121
NEUROMEDIATION GROUP LLC	1049	HOUSING STABILITY: EVICTION MEDIATION-JAN 23	3,083.33	22127
BLAINE COUNTY CHARITABLE	1043	RENTAL ASSISTANCE	45,000.00	23069
54-4410-4220 EMERGENCY HOUSING				
SENTINEL FIRE & SECURITY, IN	85020	POWER UP SECURITY- EMERGENCY SHELTER	85.00	
54-4410-5200 LIFT TOWER LODGE UTILITIES				
CITY OF KETCHUM	FEBRUARY 20	59	187.45	
IDAHO POWER	2208260063 03	2208260063 031423	212.15	
54-4410-5900 LIFT TOWER LDG REPAIR & MAINT				
A.C. HOUSTON LUMBER CO.	2302-537208	BCHA LIFT TOWER LODGE SUPPLIES	51.95	
CHATEAU DRUG CENTER	2674876	Extension Cord	6.64	
CHATEAU DRUG CENTER	2674878	LIGHTBULBS	18.99	
ERICK GUZMEN	INV0009	BCHA-CLEAN SIDEWALKS	90.00	
Total CITY/COUNTY HOUSING EXPENSE:			61,126.55	
Total CITY/COUNTY HOUSING:			61,126.55	
WATER FUND				
WATER EXPENDITURES				
63-4340-2515 VISION REIMBURSEMENT ACCT(HRA)				
NBS-NATIONAL BENEFIT SERVI	908879	FSA & HRA Plan Administration Fees FEBRUARY 2023	16.50	
63-4340-3200 OPERATING SUPPLIES				
IDAHO POWER	2202458903 02	2202458903 WATER DEPT	856.26	
RIVER RUN AUTO PARTS	6538-188388	PRIME GUARD - 20 WWF	41.70	
RIVER RUN AUTO PARTS	6538-188830	FO PUMICE 1GL HAND	16.95	
63-4340-3500 MOTOR FUELS & LUBRICANTS				
CHRISTENSEN INC.	1014207	37271 - Water Dept	513.82	
63-4340-3800 CHEMICALS				
GEM STATE WELDERS SUPPLY,I	845616	Hypochlorite Solution	290.00	
63-4340-4200 PROFESSIONAL SERVICES				
MAGIC VALLEY LABS, INC.	26941	Drinking Water Bacteria, Cooler Return	110.00	

Vendor Name	Invoice Number	Description	Net Invoice Amount	Purchase Order Number
ROBERTS ELECTRIC	6968	WARM SPRINGS - LABOR	200.00	
ROBERTS ELECTRIC	7292	NORTHWOOD PUMP STATION - PARTS	572.80	
ROBERTS ELECTRIC	75597	NORTHWOOD PUMP STATION - LABOR & PARTS	1,444.00	
ROBERTS ELECTRIC	75598	BIG WOOD TANK - LABOR	300.00	
US BANK	5198 022723	VEHICHLEREGISTRATION-23 CHEVY 2500	23.69	
AWSI	564227	564227	51.25	
OPAL ENGINEERING, PLLC	281	Sun Valley Rd Water Main Relocation	1,162.50	
63-4340-4900 PERSONNEL TRAINING/TRAVEL/MTG				
GASTON, STEPHANIE	031323 WATE	Reimbursement for Certification Test	25.00	
63-4340-5100 TELEPHONE & COMMUNICATIONS				
VERIZON WIRELESS	9927648836	365516521 WATER DEPT	123.05	
AT&T MOBILITY LLC	287318858311	287318858311 - Water	90.57	
63-4340-5200 UTILITIES				
DIG LINE	0070945-IN	Monthly Fee	36.20	
IDAHO POWER	2203658592 02	2203658592 WELLS & BOOSTERS	6,215.93	
IDAHO POWER	2206786259 02	2206786259 021723	48.52	
INTERMOUNTAIN GAS	32649330001 0	110 RIVER RANCH RD A	72.10	
63-4340-6000 REPAIR & MAINT-AUTO EQUIP				
RIVER RUN AUTO PARTS	6538-188323	Wiper Blade	29.90	
63-4340-6100 REPAIR & MAINT-MACH & EQUIP				
CLEARWATER POWER EQUIPME	38958	SPRING-TRIP TAP ENDS	122.46	
63-4340-6910 OTHER PURCHASED SERVICES				
CLEARWATER POWER EQUIPME	39425	INSTALL BOSS PLOW SYSTEM	2,153.32	
MK TRAILERS	24990	Truck Bed Assembly	3,775.00	
RIVER RUN AUTO PARTS	6538-188701	FLOOR MATTS & SEAT COVERS	955.90	
ERS EMERGENCY RESPINDER S	23-058 ID	TRUCK BED SLIDE OUTS	2,773.00	
Total WATER EXPENDITURES:			22,020.42	
Total WATER FUND:			22,020.42	
WASTEWATER FUND				
WASTEWATER EXPENDITURES				
65-4350-2505 HEALTH REIMBURSEMENT ACCT(HRA)				
NBS-NATIONAL BENEFIT SERVI	CP341460	HRA Medical	307.72	
65-4350-2515 VISION REIMBURSEMENT ACCT(HRA)				
NBS-NATIONAL BENEFIT SERVI	908879	FSA & HRA Plan Administration Fees FEBRUARY 2023	39.20	
65-4350-3200 OPERATING SUPPLIES				
ATKINSONS' MARKET	08612548	Distilled Water	14.49	
BUSINESS AS USUAL INC.	161381	Card stock 11x17	5.00	
CHATEAU DRUG CENTER	2679441	IBUPROFEN	9.59	
GEM STATE PAPER & SUPPLY	1091976	HAND SOAP, TOILET BOWL CLEANER, ROLL TOWEL	120.34	
GEM STATE WELDERS SUPPLY,I	E270434	Acetylene Dissolved	60.72	
GRAINGER, INC., W.W.	9628519150	Waterless Urinal Sealant	130.62	
UPS STORE #2444	MMN7FR50SG	WATER SAMPLES	15.57	
UPS STORE #2444	MMN7FR5131	WATER SAMPLES	16.29	
US BANK	5198 022723	MILWAUKEE X-LG NITRILE DIPPED GLOVES	8.99	
US BANK	5198 022723	EARPLUGS	34.21	
US BANK	5198 022723	MILWAUKEE NITRILE DIPPED GLOVES	6.47	

Vendor Name	Invoice Number	Description	Net Invoice Amount	Purchase Order Number
UNITED FARM SERVICE, INC	23-0006	1201-AQUA TREND	120.00	
65-4350-3400 MINOR EQUIPMENT				
US BANK	5198 022723	CTA THREAD RESTORER FILE	17.84	
US BANK	5198 022723	METRIC THREAD REPAIR FILE	14.08	
65-4350-3500 MOTOR FUELS & LUBRICANTS				
CHRISTENSEN INC.	1014206	37270 - Wastewater	176.04	
CHRISTENSEN INC.	1015219	37270 - Wastewater	253.41	
65-4350-3800 CHEMICALS				
NORTH CENTRAL LABORATORI	484054	Lab Supplies	451.54	
BECKART ENVIRONMENTAL, IN	85565	Polyal 600 - 275 Tote	3,772.82	
65-4350-4200 PROFESSIONAL SERVICES				
ANALYTICAL LABORATORIES, I	2301192	Biosolids Monitoring, Wastewater Monitorng	1,064.98	
ROBERTS ELECTRIC	7289	Looked at overheating transformer	100.00	
THORNTON HEATING	56539	Set Pressure Switch	203.00	
AWSI	564227	564227	51.25	
65-4350-4900 PERSONNEL TRAINING/TRAVEL/MTG				
US BANK	5198 022723	ID RURAL WATER ASSOCIATION-CERTIFICATION	180.00	
65-4350-5100 TELEPHONE & COMMUNICATIONS				
CENTURY LINK	2087268953 40	2087268953 402B - Wastewater	63.94	
65-4350-5200 UTILITIES				
IDAHO POWER	2202703357 02	2202703357 1001 CHIEF JOEPH CT WY EQU CTR	100.64	
IDAHO POWER	2206786259 02	2206786259 021723	48.52	
INTERMOUNTAIN GAS	32649330001 0	110 RIVER RANCH RD A	72.10	
INTERMOUNTAIN GAS	32649330001 0	110 RIVER RANCH SLUDGE	235.03	
INTERMOUNTAIN GAS	32649330001 0	110 RIVER RANCH RD C	850.87	
INTERMOUNTAIN GAS	32649330001 0	110 RIVER RANCH RD	797.01	
INTERMOUNTAIN GAS	5820868855 02	2206786259 Mechanical Bar Scree	234.13	
65-4350-6000 REPAIR & MAINT-AUTO EQUIP				
JACK'S TIRE & OIL, INC.	23-0357923-03	Flat Repair & Retread Tire	771.58	
NAPA AUTO PARTS	137672	CREDIT- INV #137563 & 137613 - THERMOSTAT GASKET	8.53-	
NAPA AUTO PARTS	138028	THERMOSTAT HOUSING GASKET	3.59	
NAPA AUTO PARTS	138148	CREDIT- INV #137563 - THERMOSTAT GASKET	4.94-	
NAPA AUTO PARTS	138432	SPARK PLUG WIRE KIT	44.63	
NORTHWEST EQUIP SALES MAC	183806TP	AIR SPRING	508.90	
65-4350-6100 REPAIR & MAINT-MACH & EQUIP				
US BANK	5198 022723	RBA-KICKDOWN DOOR HOLDER	72.24	
US BANK	5198 022723	FIRE HOSE COUPLING	19.99	
US BANK	5198 022723	FIRE HOSE COUPLING	19.99	
US BANK	5198 022723	SUPPLYHOUSE-ADJ DIFFERENTIAL AIR PRESSURE SWITCH	34.95	
US BANK	5198 022723	SUPPLYHOUSE REFUND	1.70-	
US BANK	5198 022723	DIXION SHANK/WATER FITTING	16.43	
US BANK	5198 022723	ASCO 302358-VM	79.91	
US BANK	5198 022723	CAMLOCK GASKETS/WASHERS	9.96	
65-4350-6900 COLLECTION SYSTEM SERVICES/CHA				
DIG LINE	0070945-IN	Monthly Fee	36.20	
CHRISTENSEN INC.	1015219	37270 - Wastewater	175.24	

Vendor Name	Invoice Number	Description	Net Invoice Amount	Purchase Order Number
Total WASTEWATER EXPENDITURES:			11,336.87	
Total WASTEWATER FUND:			11,336.87	
WASTEWATER CAPITAL IMPROVE FND				
WASTEWATER CIP EXPENDITURES				
67-4350-7815 AERATION BASINS BLOWERS & ELEC				
HDR ENGINEERING, INC.	1200526930	TASK ORDER #14 BLOWER PROCUREMENT PACKAGE AGREEMENT #50082	15,993.93	23037
Total WASTEWATER CIP EXPENDITURES:			15,993.93	
Total WASTEWATER CAPITAL IMPROVE FND:			15,993.93	
PARKS/REC DEV TRUST FUND				
PARKS/REC TRUST EXPENDITURES				
93-4900-5910 WARM SPRINGS PRESR-RESTORATION				
NESTED STRATEGIES	1123	Warm Spring PRESERVE PHILANTHROPY COUNSEL	2,250.00	
STUDIO SUPERBLOOM, LLC	WSP-007	TASK ORDER 4: MASTER PLANNING WARM SPRINGS PRESERVE	16,987.70	22107
Total PARKS/REC TRUST EXPENDITURES:			19,277.66	
Total PARKS/REC DEV TRUST FUND:			19,277.66	
DEVELOPMENT TRUST FUND				
DEVELOPMENT TRUST EXPENDITURES				
94-4900-8000 PEG GATEWAY MARRIOT AUTOGRAPH				
WHITE PETERSON	24892R 022823	GATEWAY HOTEL DEVELOPMENT PROPOSAL 022823	1,000.00	
Total DEVELOPMENT TRUST EXPENDITURES:			1,000.00	
Total DEVELOPMENT TRUST FUND:			1,000.00	
Grand Totals:			890,195.09	

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

MEETING AGENDA MEMO

Meeting Date: Staff Member/Dept:

Agenda Item:

Recommended Motion:

I move to receive and file the Treasurer’s financial reports.

Reasons for Recommendation:

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

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

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

Sustainability Impact:

There is to sustainability impact to this reporting.

Financial Impact:

There is no financial impact to this reporting.

Attachments:

- 1. Monthly Financial Report

FY 2023

Monthly Financial Reports

As of February 28, 2023



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

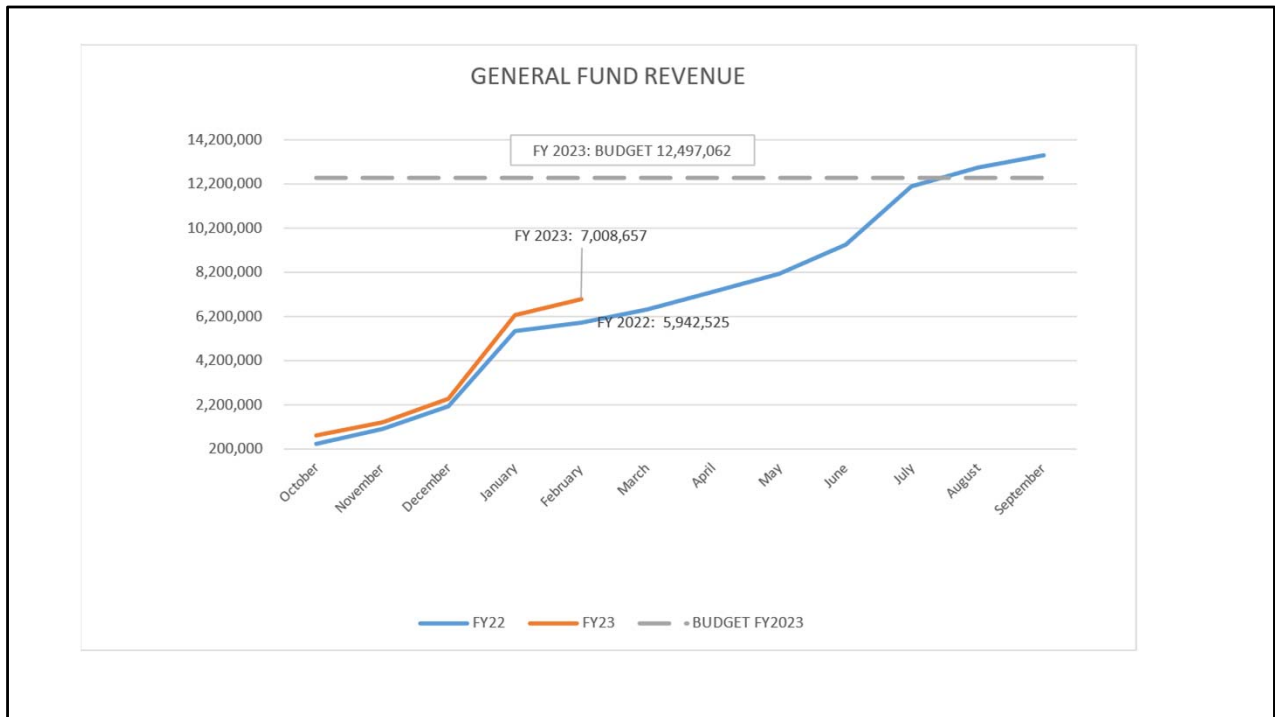
Slides includes information on current progress relative to the prior year and the current budget.

Summary

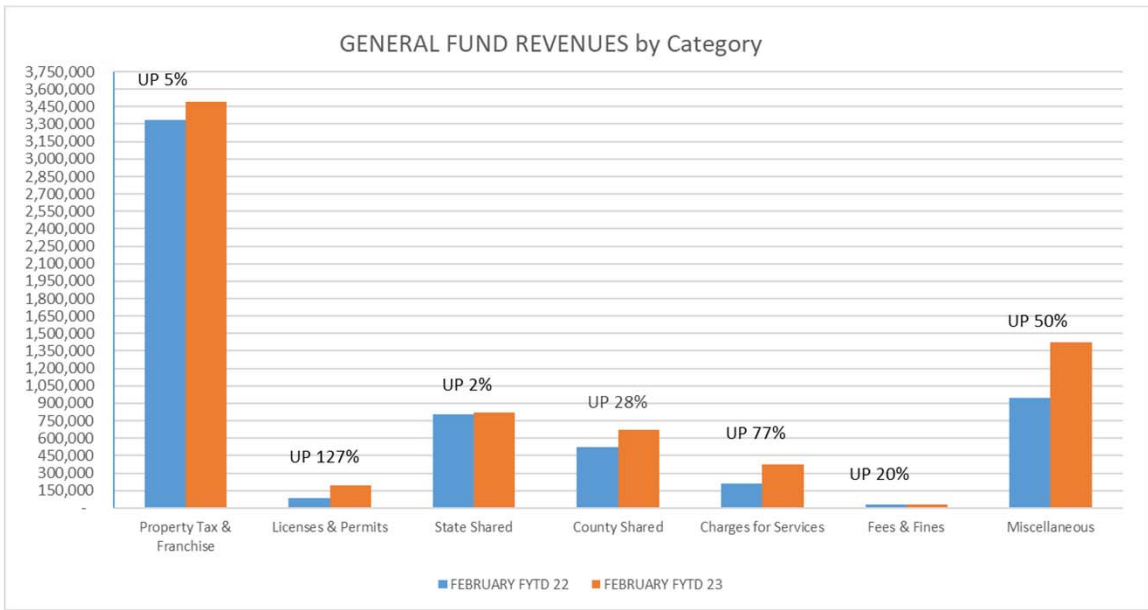
GENERAL FUND				
1. REVENUES	Year to Date	%	Remaining	%
Approved Budget	12,497,062			
Year to Date (YTD)	7,008,657	56.1%	5,488,405	43.9%
2. EXPENDITURES				
Approved Budget	12,497,062			
Year to Date (YTD)	5,103,197	40.8%	7,393,865	59.2%
3. Net Position	1,905,460			
4. Fund Balance Carry Over FY22	3,642,413			
17% assigned by Council	2,124,501			

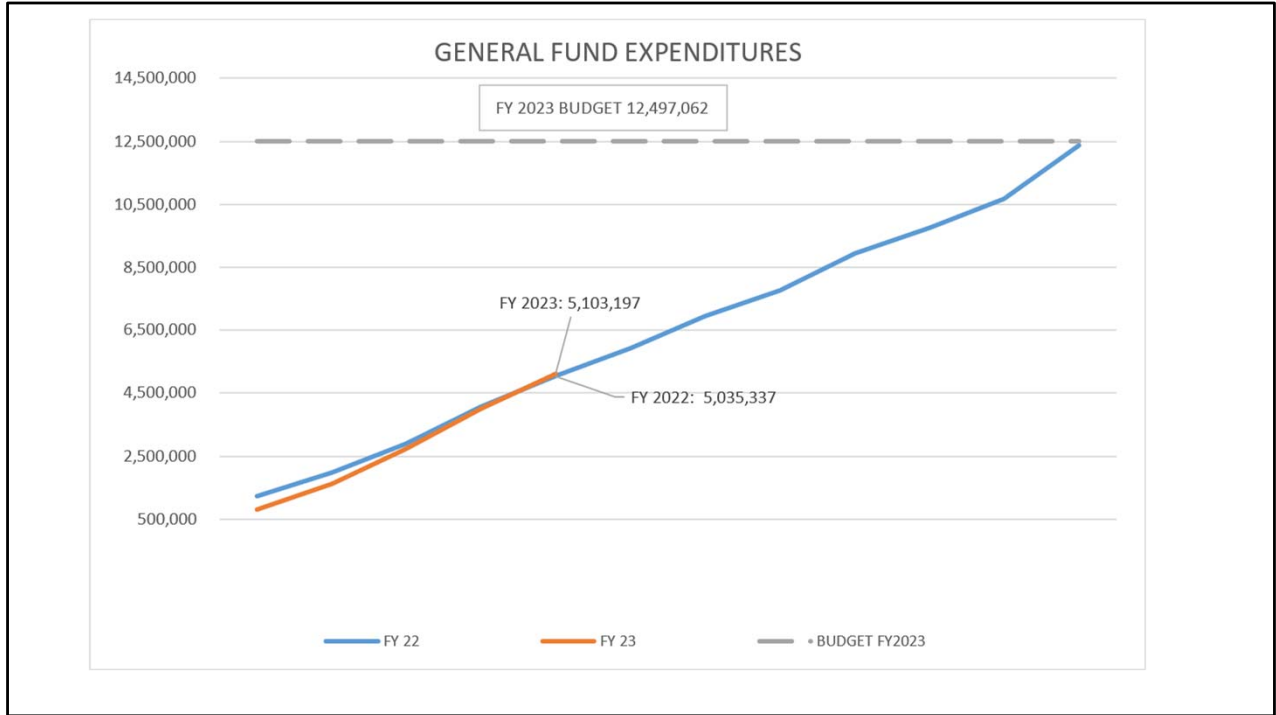
LOCAL OPTION TAX				
1. REVENUES	Year to Date	%	Remaining	%
Approved Budget	2,846,469			
Year to Date (YTD)	1,597,848	56%	1,248,621	44%
2. EXPENDITURES				
Approved Budget	2,846,469			
Year to Date (YTD)	1,455,892	51%	1,390,577	49%
3. Net Position	141,956			
4. Fund Balance Carry Over FY22	400,563			

General Fund



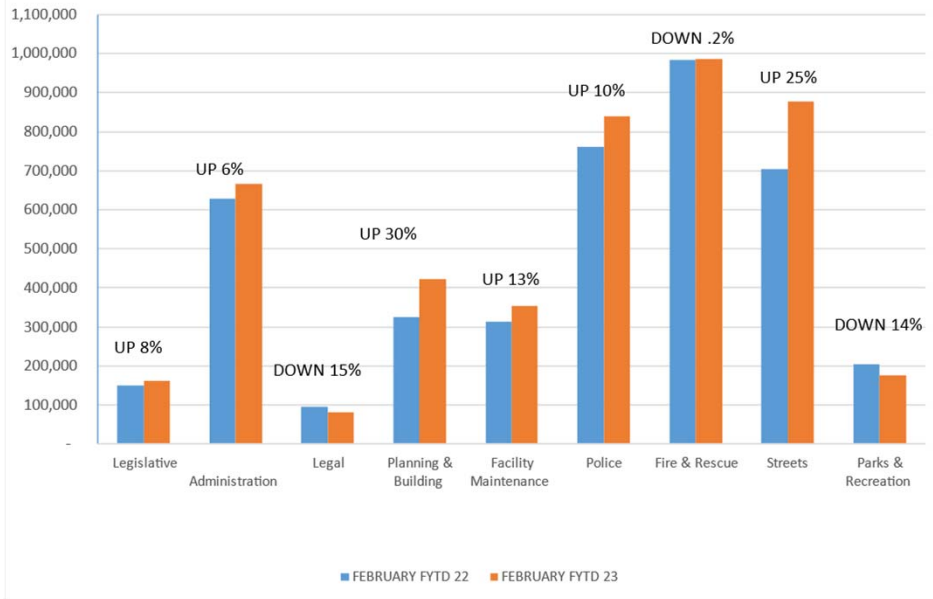
The General Fund revenues are up approximately \$1,066,132 (18%) compared to FY2022. The increase is largely due to an increase in the LOT transfer for emergency services, interest earned State of Idaho LGIP and permitting.



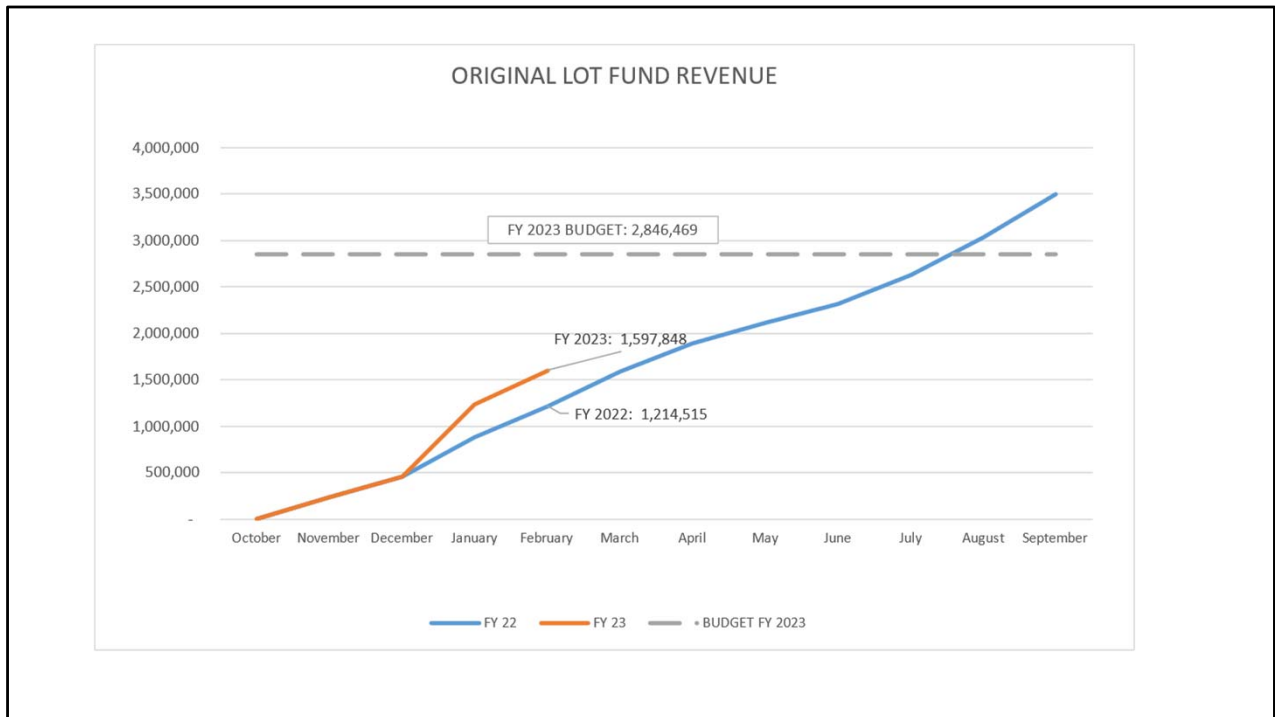


The General Fund expenditures are up 67,860 (1%) FYTD.

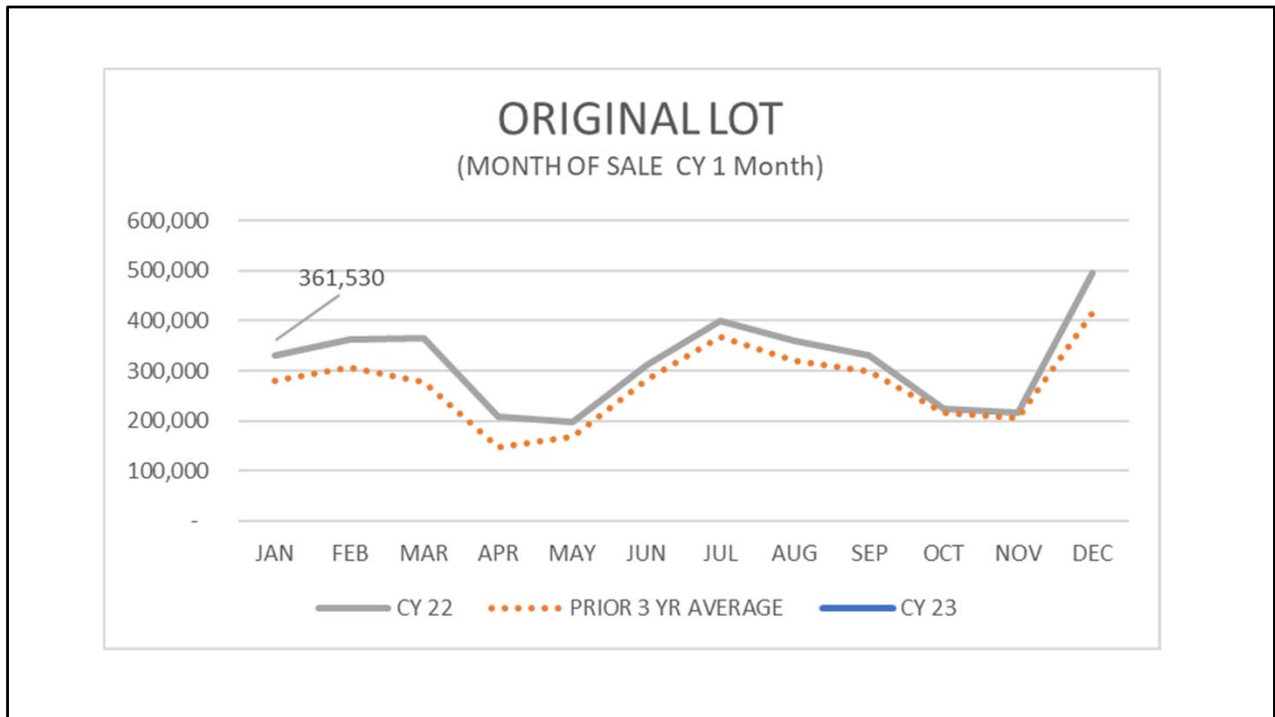
GENERAL FUND EXPENDITURES by Department



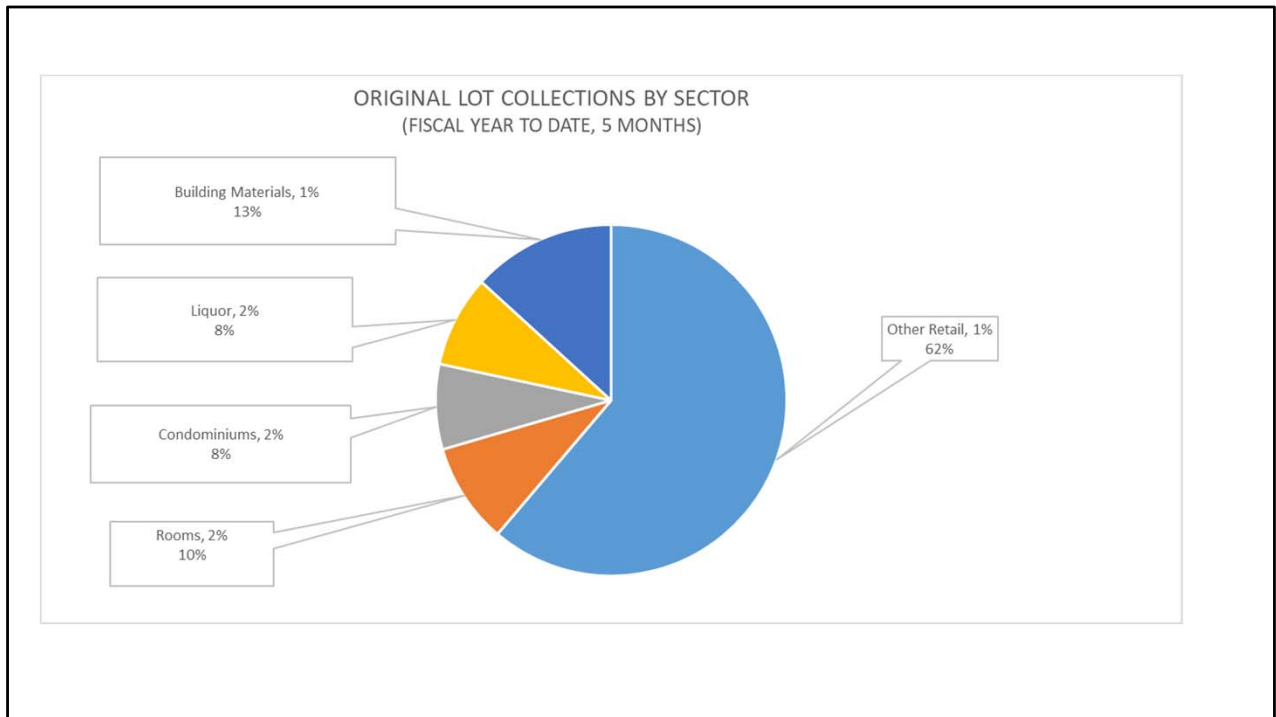
LOT Analysis



Revenue to the Original LOT Fund is up approximately \$383,333 (31%) FYTD.

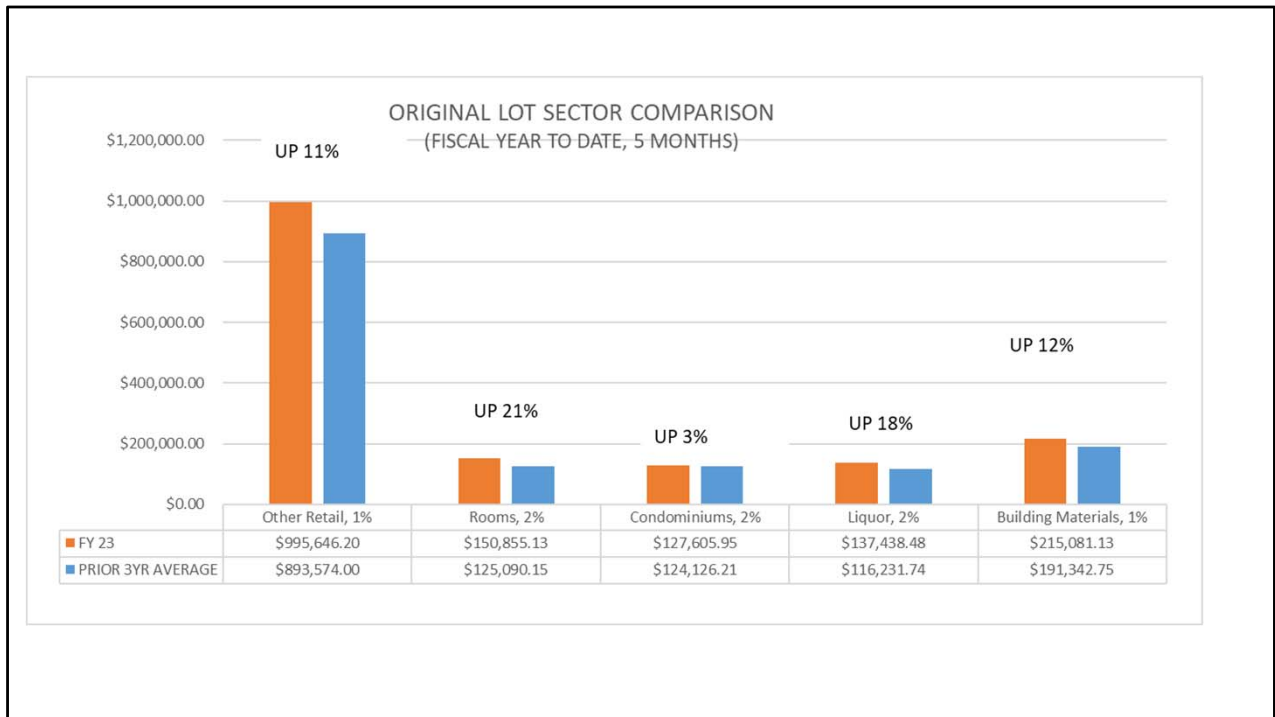


Original LOT for January month of sale are up approximately 9.8% compared to last year and up approximately 29% compared to the prior three-year average.



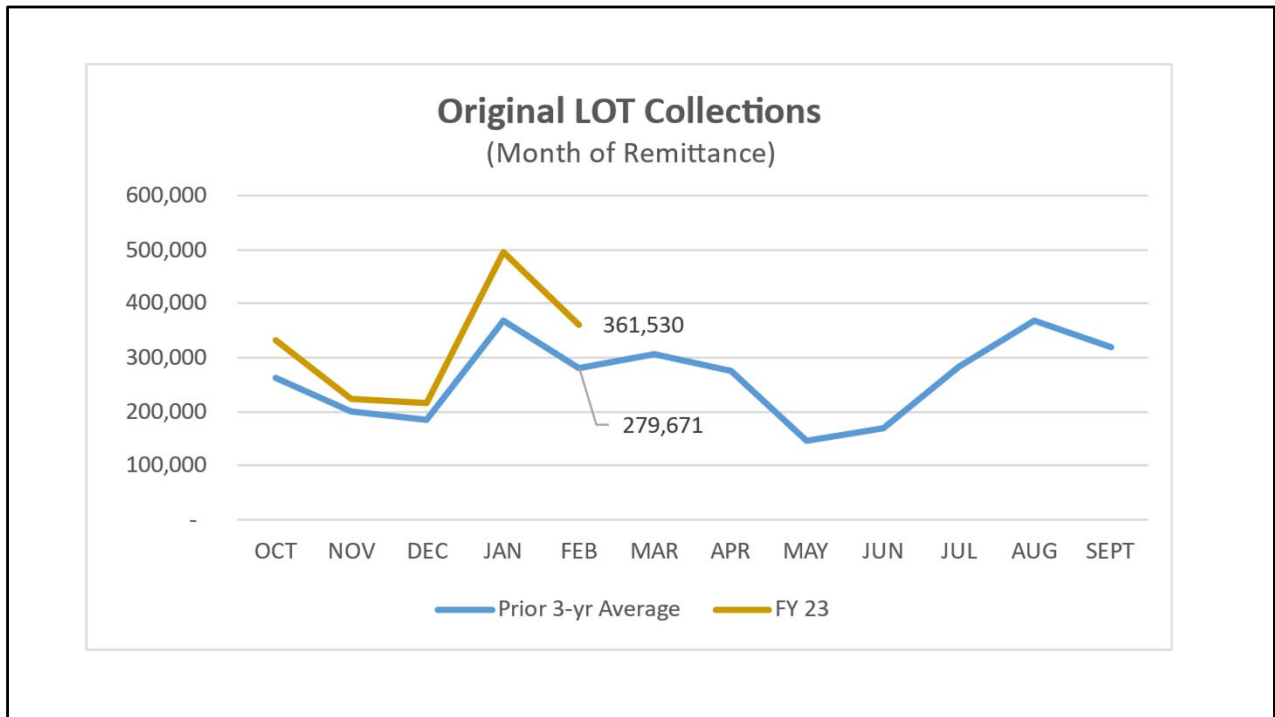
To date in FY 2023 (5 month), Original LOT collections have been generated by each sector as follows:

1. Retail has generated 62% of the total.
2. Building Materials have generated 13%.
3. Liquor has generated 8%.
4. Rooms have generated 10%.
5. Condominiums have generated 8%.



Through the five month of FY 2023, collections compared to the prior three-year average are as follows:

1. Retail is up 11%.
2. Rooms are up 21%.
3. Condominiums are up 3%
4. Liquor is up 18%.
5. Building Materials are up 12%.



Revenues from Original LOT covered sales are up approximately 29.3% compared to the average of the prior three years.

In-Lieu Housing Fund

IN-LIEU HOUSING					
1. REVENUES		Year to Date	%	Remaining	%
Approved Budget		305,000			
Year to Date (YTD)		467,897	153.4%	(162,897)	-53.4%
2. EXPENDITURES					
Approved Budget		305,000			
Year to Date (YTD)		768,449	252.0%	(463,449)	-152.0%
3. Net Position		(300,552)			
4. Fund Balance Carry Over		2,366,255		<i>to be used for Bluebird</i>	
FY 2022 Budgeted for projects		2,500,000			
FY 2023 Bluebird Additional Funding		800,000			
		<u>3,300,000</u>			

Fund balance carry over from FY21 \$2,366,255 are restricted for Bluebird Village as well as the FY2023 budget of \$305,000. FY2023 budget will be amended.

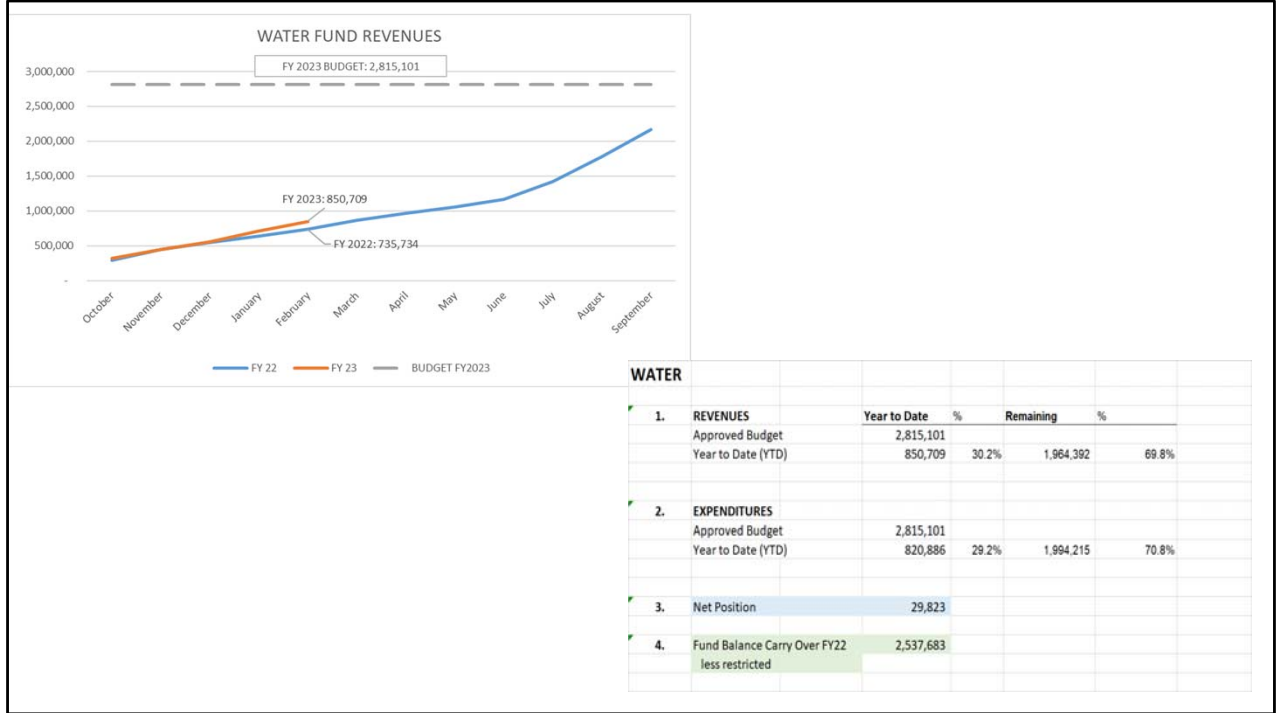
City/County Housing Fund

City/County Housing Fund

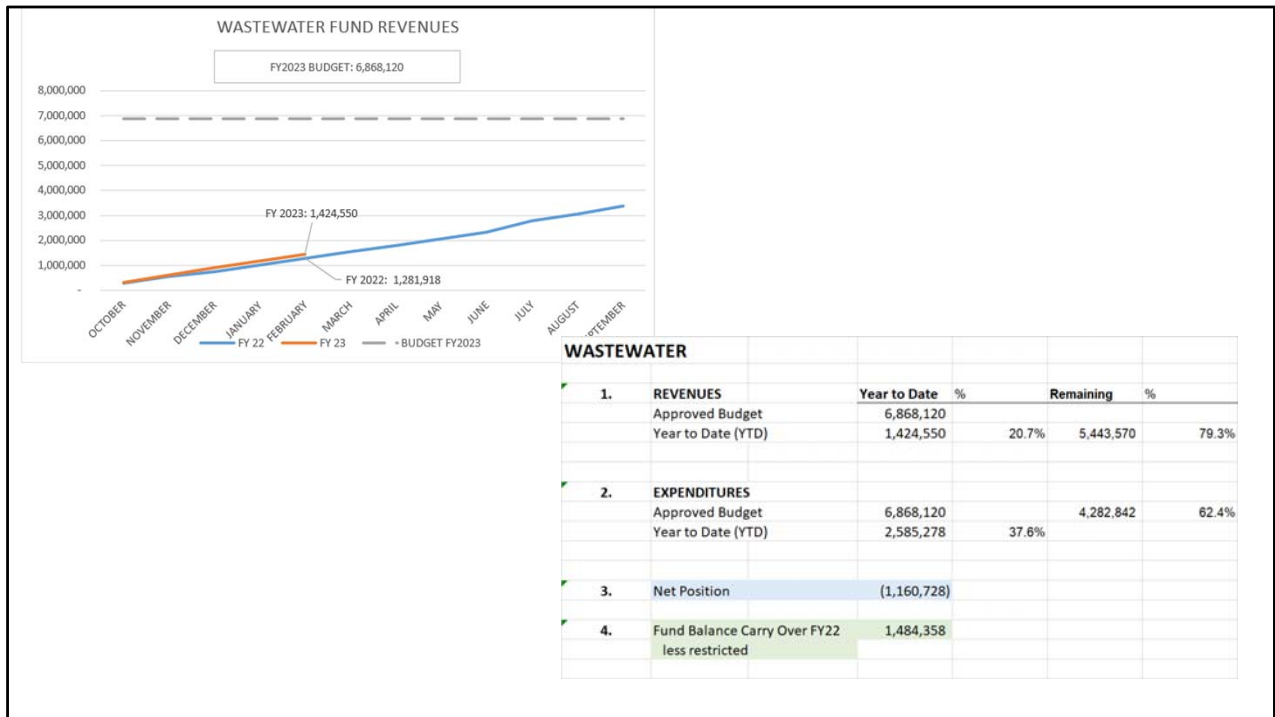
1.	REVENUES	Year to Date	%	Remaining	%
	Approved Budget	848,349			
	Year to Date (YTD)	166,534	19.6%	681,815	80.4%
2.	EXPENDITURES				
	Approved Budget	848,349			
	Year to Date (YTD)	253,276	29.8%	595,073	70.1%
3.	Net Position	(86,741)			
4.	Fund Balance Carry Over	551,194			

Revenue		
Transfer from GF Fund Balance	250,000	Budget amendment
Blaine County for Housing	60,000	Budget amendment
Blaine County for HA Ops & Program admin	151,185	Budget amendment
Purchase Orders/Contract Expenditures		
20701 Agnew & Beck	92,200	
22052 Sullivan & Reberger	25,000	
22038 Carissa Connelly	95,000	
22038 Carissa Connelly extention	38,000	400 hrs @95
22071 Canyon Excavation	18,535	Lifttower Lodge
22121 Rian Rooney	30,000	
22127 Neuromediation Group	50,000	
23049 Lilly Martin	1,000	
23069 Blaine Co Charitable	45,000	
23070 HOLST	57,500	
Communication to the public May election	15,000	
#20638 Nested	15,750	
Total PO/Contracts	482,985	

Enterprise Funds



The Water Fund revenues are up \$114,975 (15%) FYTD.



The Wastewater Fund revenues are up \$142,632 (11%) FYTD.



City of Ketchum

CITY COUNCIL MEETING AGENDA MEMO

Meeting Date: Staff Member/Dept:

Agenda Item:

Recommended Motion:

Reasons for Recommendation:

-
-
-

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

Sustainability Impact:

Financial Impact:

Attachments:

-
-

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 22836

THIS AGREEMENT, made and entered into this ____ day of ____, 2023, 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 the northwest corner of Warm Springs Road and East Canyon Run Blvd. 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 telecommunication infrastructure identified in Exhibit "A" within the public right-of-way on the northwest corner of Warm Springs Avenue and East Canyon Run Blvd, until notified by Ketchum to remove the infrastructure at which time Owner shall remove infrastructure at Owner's expense.
2. Owner shall be responsible for the maintenance of said Improvements and shall repair said improvements within 48 hours upon notice from Ketchum that repairs are needed. Any modification to the improvements identified in Exhibit "A" shall be approved by the City prior to any modifications taking place.
3. Owner shall be responsible for restoring the 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 _____,)
County of _____,) ss.
_____)

On this ____ day of _____, 2023, before me, the undersigned Notary Public in and for said State, personally appeared _____, known to me to be the person who executed the foregoing instrument and acknowledged to me that he executed the same.

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

Notary Public for _____
Residing at _____
Commission expires _____

STATE OF IDAHO)
County of Blaine) ss.
_____)

On this ___ day of _____, 2023, before me, the undersigned Notary Public in and for said State, personally appeared NEIL BRADSHAW, known or identified to me to be the Mayor of the CITY OF KETCHUM, IDAHO, and the person who executed the foregoing instrument on behalf of said municipal corporation and acknowledged to me that said municipal corporation executed the same.

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

Notary Public for _____
Residing at _____
Commission expires _____

EXHIBIT "A"

COX COMMUNICATIONS

WARM SPRINGS ROAD AND E CANYON RUN BOULEVARD

DECEMBER 2022

GENERAL CONSTRUCTIONS NOTES

1. ALL CONSTRUCTION SHALL BE IN CONFORMANCE WITH THE MOST CURRENT EDITION OF THE "IDAHO STANDARDS FOR PUBLIC WORKS CONSTRUCTION" (ISPC) AND CITY OF KETCHUM STANDARDS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING AND KEEPING A COPY OF THE ISPC AND CITY OF KETCHUM STANDARDS ON SITE DURING CONSTRUCTION.
2. THE LOCATION OF EXISTING UNDERGROUND UTILITIES ARE SHOWN ON THE PLANS IN AN APPROXIMATE WAY. THE CONTRACTOR SHALL BE RESPONSIBLE FOR LOCATING EXISTING UTILITIES PRIOR TO COMMENCING AND DURING THE CONSTRUCTION. THE CONTRACTOR AGREES TO BE FULLY RESPONSIBLE FOR ANY AND ALL DAMAGES WHICH RESULT FROM HIS FAILURE TO ACCURATELY LOCATE AND PRESERVE ANY AND ALL UNDERGROUND UTILITIES. CONTRACTOR SHALL CALL DIGLINE (1-800-342-1585) TO LOCATE ALL EXISTING UNDERGROUND UTILITIES A MINIMUM OF 48 HOURS IN ADVANCE OF EXCAVATION.
3. CONTRACTOR SHALL COORDINATE RELOCATIONS OF DRY UTILITY FACILITIES (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 ISPC SECTION 201.
7. ALL EXCAVATION & EMBANKMENT SHALL CONFORM TO ISPC 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 WITH PIT RUN GRAVEL.
8. ALL 2" MINUS GRAVEL SHALL CONFORM TO ISPC 802, TYPE II (ITD STANDARD 703.04, 2"), SHALL BE PLACED IN CONFORMANCE WITH ISPC 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 ISPC 802, TYPE I (ITD STANDARD 703.04, 3/4" B), SHALL BE PLACED IN CONFORMANCE WITH ISPC 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 ISPC SECTION(S) 805, 810, AND 811 FOR CLASS II PAVEMENT. ASPHALT AGGREGATE SHALL BE 1/2" (13MM) NOMINAL SIZE CONFORMING TO TABLE 803B IN ISPC SECTION 803. ASPHALT BINDER SHALL BE PG 58-28 CONFORMING TO TABLE A-1 IN ISPC SECTION 805.
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 ISPC SECTIONS 701, 703, AND 705. ALL CONCRETE SHALL BE 3,000 PSI MINIMUM, 28 DAY, AS DEFINED IN ISPC 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 ISPC STANDARD DRAWING SD-301 AND CITY OF HAILEY STANDARD DRAWING 18.14.010.A.1. 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 FEATURES OR IMPROVEMENTS DAMAGED DURING CONSTRUCTION, INCLUDING LANDSCAPE AND IRRIGATION. ALL REPAIRS SHALL RESULT IN EQUAL OR BETTER QUALITY THAN EXISTING CONDITIONS.
17. CONTRACTOR SHALL RESTRICT ALL CONSTRUCTION ACTIVITIES TO WITHIN EXISTING EASEMENTS BENEFITING COX COMMUNICATIONS AND RIGHT-OF-WAY.
18. CONTRACTOR SHALL COMPLETE A CONSTRUCTION MANAGEMENT PLAN CONSISTENT WITH CITY OF KETCHUM STANDARDS.

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/PEDESTAL LOCATIONS SHOWN HEREON ARE PER A MAP BY COX COMMUNICATIONS RECEIVED OCTOBER 10, 2022. OPAL ENGINEERING, PLLC HAS NOT ENGINEERED THE COMMUNICATIONS LINE ALIGNMENT, VAULT/PEDESTAL LOCATIONS, OR VAULT/PEDESTAL DETAILS.
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. OPAL ENGINEERING, PLLC, 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 OPAL ENGINEERING, PLLC, AND REQUEST IT BE ADDED TO THIS MAP.
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
 - 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. ALL EXCAVATION IS TO BE DONE WITHIN THE GRAVEL SHOULDER.

CITY OF KETCHUM- WATER DEPARTMENT NOTE

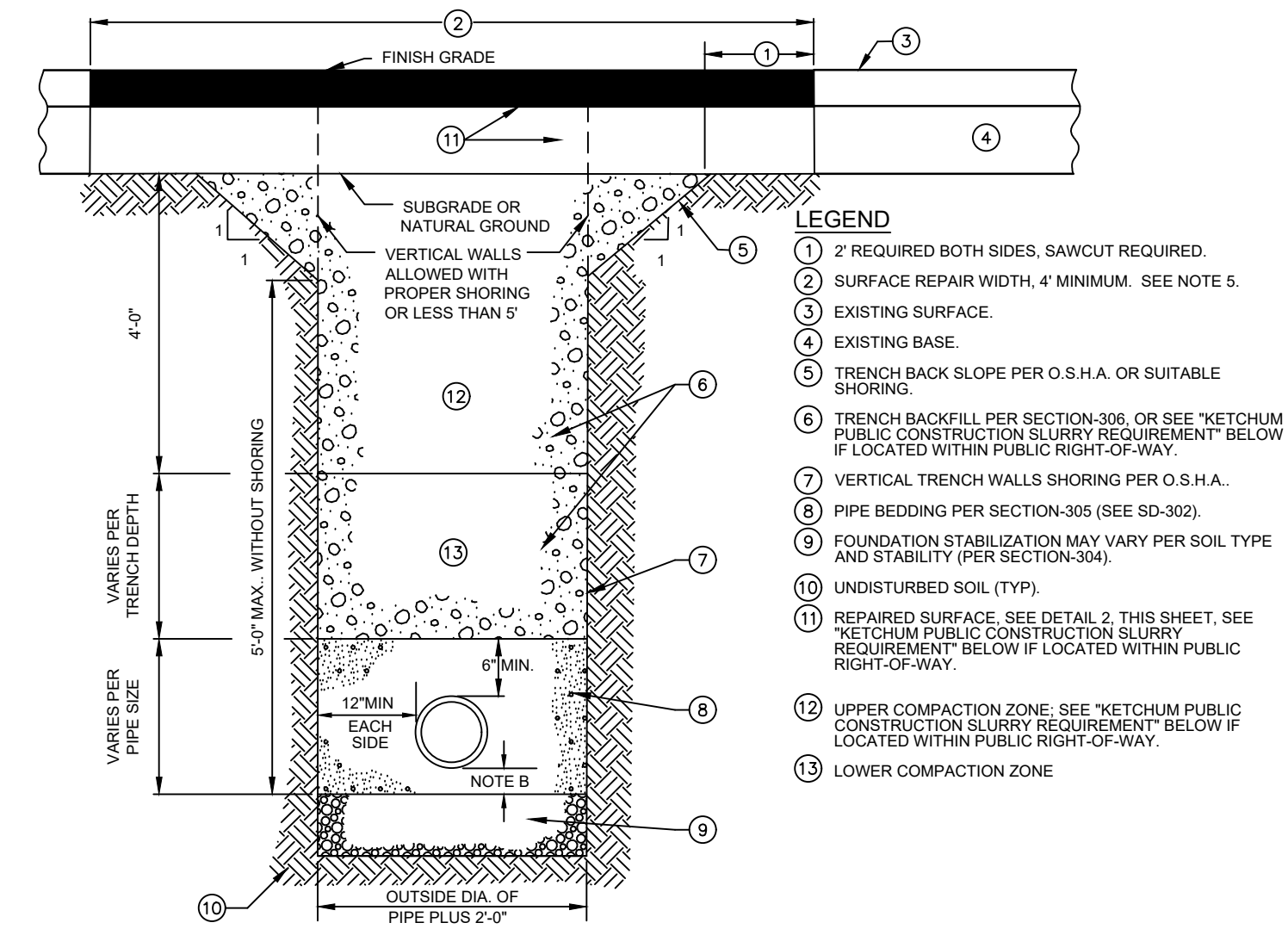
NO LESS THAN 6 FT OF SEPARATION FROM ALL UTILITY INFRASTRUCTURE, BOTH WATER AND SEWER, IS REQUIRED. 6 FT IS THE DISTANCE REQUIRED FOR BANK LAYBACK NEAR ANY LINES. CONTRACTOR SHALL CONFIRM SEPARATIONS.

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 (SWEEP).
13. STREET DEPARTMENT MUST BE CALLED FOR INSPECTION BEFORE BACK FILL, SLURRY, AND ASPHALT.
14. KEEP ASPHALT CUT JOINTS OUT OF WHEEL LANES IF POSSIBLE.



VICINITY MAP
N.T.S.



KETCHUM PUBLIC CONSTRUCTION SLURRY REQUIREMENT

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

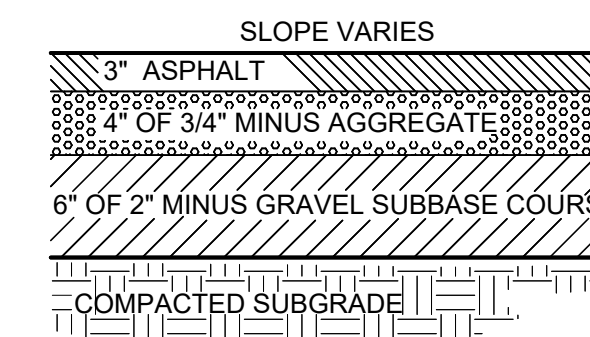
COARSE AGGREGATE (3/4" MINUS) : 2,600 LBS
SAND : 800 LBS
PORTLAND CEMENT : 94 LBS
WATER : 11 GAL. (MAX.)

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 DISCHARGE.

NO COMPACTION, VIBRATION, OR FINISHING IS REQUIRED. THE LEAN CONCRETE MIX SHALL BE STRUCK OFF AT OR BELOW THE ELEVATION OF THE PLANT MIX 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 PLANT MIX 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.

- NOTES:**
1. 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 ISPC SECTIONS 805, 810, AND 811 FOR CLASS II PAVEMENT. ASPHALT AGGREGATE SHALL BE 3/4" (13MM) NOMINAL SIZE CONFORMING TO TABLE 803B IN ISPC SECTION 803. ASPHALT BINDER SHALL BE PG 58-28 CONFORMING TO TABLE A-1 IN ISPC SECTION 805.
 6. IF TRENCH IMPACTS CROWN OF ROADWAY, CROWN MUST BE MAINTAINED AND POSITIVE DRAINAGE PROVIDED.

1
C0.1 **TYPICAL TRENCH**
CITY OF KETCHUM STANDARD DRAWING NO. 12
N.T.S.



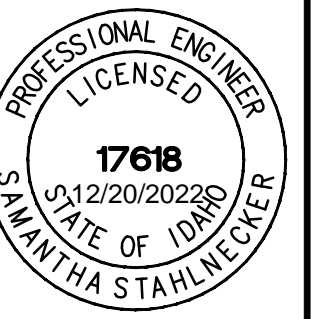
NOTE: ASPHALT THICKNESS PER THIS DETAIL OR MATCH EXISTING, WHICHEVER IS GREATER.

2
C0.1 **TYPICAL ASPHALT SECTION**
N.T.S.

- NOTES:**
1. SUBBASE CAN BE 2" TYPE II OR 3/4" TYPE I CRUSHED AGGREGATE BASE COURSE.
 2. MATERIALS SHALL CONFORM WITH CURRENT ISPC STANDARDS, DIVISION 800 AGGREGATES AND ASPHALT.
 3. PAVEMENT SECTION MAY BE MODIFIED IF A PROJECT SPECIFIC GEOTECHNICAL REPORT, STAMPED BY A LICENSED ENGINEER, IS PROVIDED.

PURPOSE: ISSUE FOR ENCROACHMENT PERMIT (12/20/2022)

REVISION NO.	DATE	DESCRIPTION



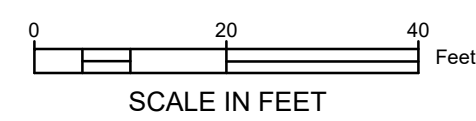
COVER SHEET
COX COMMUNICATIONS- WARM SPRINGS ROAD
PREPARED FOR SORENSON AND SONS UTILITY CONTRACTORS

22044-02
PROJECT NUMBER

C0.1



PLAN VIEW: WARM SPRINGS ROAD/ E CANYON RUN BLVD



NOTES

- SEE SHEET C0.1 FOR ADDITIONAL NOTES.
- AERIAL IMAGERY SHOWN HEREON PER GOOGLE EARTH.
- AERIAL IMAGERY MAY NOT SHOW CURRENT CONDITIONS.
- 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/PEDESTAL LOCATIONS SHOWN HEREON ARE PER A MAP BY COX COMMUNICATIONS RECEIVED OCTOBER 10, 2022. OPAL ENGINEERING, PLLC HAS NOT ENGINEERED THE COMMUNICATIONS LINE ALIGNMENT, VAULT/PEDESTAL LOCATIONS, OR VAULT/PEDESTAL DETAILS. SEE DETAILS 1 AND 2, SHEET C0.1 FOR REPAIR DETAILS AS NECESSARY.
- 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 OCTOBER 11, 2021.
- 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.
- ALL EXCAVATION IS TO BE DONE WITHIN THE GRAVEL SHOULDER.

LEGEND

EXISTING CONDITIONS	PROPOSED CONDITIONS
PROPERTY LINE PER BLAINE COUNTY GIS	PROPOSED UNDER-GROUND VAULT
CENTER LINE RIGHT OF WAY	
EXISTING WATER SERVICE	
KETCHUM CITY WATER LINE (12")	
KETCHUM CITY WATER LINE (6")	
EXISTING FIRE HYDRANT	
EXISTING SEWER MAIN	
EXISTING SEWER MANHOLE	
EXISTING BURIED POWER LINE PER IDAHO POWER	
EXISTING OVERHEAD POWER LINE PER IDAHO POWER	
EXISTING LIGHT	
EXISTING POWER POLE	
EXISTING SIGN	
EXISTING CABLE TV BURIED	
EXISTING POWER BOX	
POTENTIAL DISTURBED AREA: MATCH EXISTING FINISH MATERIALS, LINES, GRADES, AND DRAINAGE PATTERNS	

BULK 7 Series TECHNICAL SPECIFICATIONS

THE NEW SOLUTION

3 covers

- HDPE Plastic Cover (Light Duty 3,000 lbf (13.5 kN))
- Composite Ring (Optional)
- SHIELD Composite Cover (33,750 lbf (150 kN))
- BULK Ductile Iron Cover with Steel Ring (56,200 lbf (250 kN) Available early 2017)
- BULK BULK Vault Body (66,000 lbf (297 kN))

1 body

SPECIFICATION	PROOF LOAD	PRODUCTS
AMERICAS	STANDARDS	
Pedestrian/Light Duty	3,000 lbf (13.5 kN)	
ANSI/SCTE 77 TIER 22	33,750 lbf (150 kN)	
AASHTO M-306-10 H 20	40,000 lbf (178 kN)	
AASHTO M-306-10 H 25	50,000 lbf (222.4 kN)	
ASTM-457	46,000 lbf (205 kN)	
EMEA	STANDARDS	
Pedestrian/Light Duty	2,250 lbf (10 kN)	
EN 124 Class B125	28,100 lbf (125 kN)	
EN 125 Class C125	56,200 lbf (250 kN)	
APAC	STANDARDS	
Pedestrian/Light Duty	3,370 lbf (15 kN)	
AS3996-Class B	18,000 lbf (80 kN)	
AS3996-Class C	33,750 lbf (150 kN)	

BULK 7 Series TECHNICAL SPECIFICATIONS

BODY SPECIFICATIONS

Cover Weight (5/16" (2 Cover)) 50 lbs [23 kg]
 Pit Weight 129 lbs [59 kg]
 Assembled Weight 229 lbs [105 kg]

ADDITIONAL BODY DEPTHS

SHIELD Composite Cover

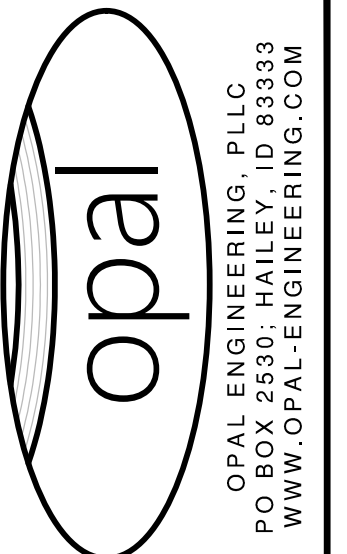
BULK BULK 7 Vault Body
36" (914 mm) Depth Shows

CHANNELL
MADE IN USA

UNITED STATES 800.422.1863 CANADA 905.565.1700 EUROPE, MIDDLE EAST, AFRICA 44.1222.32290 AUSTRALIA, ASIA, PACIFIC RIM 612.8884.4111
www.channell.com

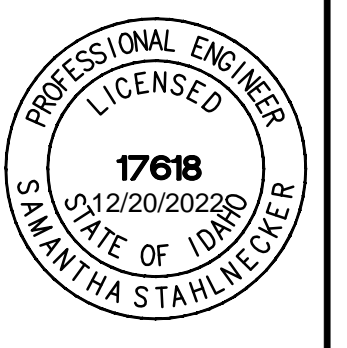
© 2018 Channell Commercial Corporation. All rights reserved. Updated 8.8.18

1 M-306-10 H2O VAULT DETAIL
C1.0 2 N.T.S.



PURPOSE: ISSUE FOR ENCROACHMENT PERMIT (12/20/2022)

REVISION NO.	DATE	DESCRIPTION



PLAN VIEW

COX COMMUNICATIONS- WARM SPRINGS ROAD
PREPARED FOR SORENSON AND SONS UTILITY CONTRACTORS

22044-02
PROJECT NUMBER

C1.0

USE OF DRAWINGS: These drawings, or any portion thereof, shall not be used on any project or extensions of this project except by agreement in writing with Opal Engineering, PLLC.



City of Ketchum

CITY COUNCIL MEETING AGENDA MEMO

Meeting Date: Staff Member/Dept:

Agenda Item:

Recommended Motion:

I move to authorize the Mayor to sign Right-of-Way Encroachment Agreement 22827 with Corey Street Mass LLC.

Reasons for Recommendation:

- The improvements will not impact the use or operation of the street or decrease the number of on-street parking spaces along 1st Avenue or 4th Street. The improvements will not impact drainage or snow removal within the public right-of-way.
- The project complies with all standards for Right-of-Way Encroachment Permit issuance specified in Ketchum Municipal Code §12.12.060. The proposed snowmelt system meets the City’s energy code and installation for commercial projects.
- The property owner is responsible for the installation, maintenance, and repair of the right-of-way encroachments, including the snowmelt system installed for the public sidewalks.

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

The 380 N 1st Avenue Mixed-Use Building project is a 5,095-square-foot addition to the McAtee House —a historic log cabin that was constructed in the 1930s. The project site is located at 380 N 1st Avenue in the Mixed-Use Subdistrict of the Community Core (CC-2). The historic cabin will be repurposed as commercial office space and the new addition will accommodate two residential units, common area, and parking garages. The McAtee House is one of the 24 structures on the city’s Historic Building List. The Historic Preservation Commission reviewed the McAtee House Addition project on July 7, 2021 and unanimously approved the applicant’s request to alter the historic building. The Planning and Zoning Commission unanimously approved the 380 N 1st Avenue Mixed-Use Building Design Review Application File No. P21-085 on December 14, 2021.

The project proposes to construct new 8-foot-wide sidewalks along 1st Avenue, new 12-foot-wide sidewalks along 4th Street, and a new bulb out at the street corner. The new sidewalks and bulb out will be heated with a snowmelt system and surfaced with pavers. Pursuant to Condition of Approval No. 5 of Design Review Application File No. P21-085, the City Council must review and approve the proposed encroachments within the public right-of-way prior to issuance of a building permit for the project. The applicant has submitted a building permit for the project, which is currently under review by City Departments.

Pursuant to Ketchum Municipal Code §12.12.040.C, a Right-of-Way Encroachment Permit is required for any permanent encroachment within the public right-of-way where a permanent fixture in the ground or attached to a building will occur. The standards for issuance of a Right-of-Way Encroachment Permit are specified in Ketchum Municipal Code §12.12.060. The City Council has the authority to review and approve all permanent encroachments within the public right-of-way associated with a development project pursuant to Ketchum Municipal Code §17.96.030.C. The associated Right-of-Way Encroachment Agreement is intended to help protect the City in the event the proposed encroachments were to ever pose an issue requiring repair, relocation, or removal of the encroachment. The agreement also obligates the property owner to install, maintain, and repair the permanent encroachments, including the snowmelt system for the public sidewalks.

The project requires a Right-of-Way Encroachment Permit for the snowmelt system and pavers installed for the new sidewalks and bulb out along 1st Avenue and 4th Street. The encroachments proposed for the 380 N 1st Avenue Mixed-Use Building comply with all standards for permanent right-of-way encroachments specified in Ketchum Municipal Code §12.12.060. Permanent encroachments within the right-of-way must be in the public interest pursuant to Ketchum Municipal Code §12.12.060.A. The permanent encroachments proposed for the project are in the public interest the snowmelt system will prevent the accumulation of snow and ice on the new sidewalks along 1st Avenue and 4th Street.

Sustainability Impact:

None OR state impact here: The ROW Encroachment Permit does not limit the ability of the city to reach the goals of the Ketchum Sustainability Action Plan – 2020. The proposed snowmelt system meets the City’s energy code and installation requirements for commercial projects.

Financial Impact:

None OR Adequate funds exist in account:	There is no financial requirement from the city for this action at this time.
--	---

Attachments:

1. ROW Encroachment Agreement 22827

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 22827

THIS AGREEMENT, made and entered into this ____ day of ____, 2023, by and between the CITY OF KETCHUM, IDAHO, a municipal corporation ("Ketchum"), whose address is Post Office Box 2315, Ketchum, Idaho 83340, and WILLIAM J. MCMORROW, representing Corey Street Mass LLC, (collectively referred to as "Owner"), whose address is 11361 Farlin Street, Los Angeles, California 90049.

RECITALS

WHEREAS, Owner is the owner of real property described as 380 N 1st Avenue ("Subject Property"), located within the City of Ketchum, State of Idaho; and

WHEREAS, Owner wishes to permit the placement of a hydronic snowmelt system and pavers that are required for the development of the 380 N 1st Avenue Mixed-Use Building project within the public rights-of-way along 1st Avenue and 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 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 a hydronic snowmelt system and pavers identified in Exhibit "A" within the public rights-of-way on 1st Avenue and 4th Street until notified by Ketchum to remove the infrastructure at which time Owner shall remove the infrastructure at Owner's expense.

2. Owner shall be responsible for the maintenance of said Improvements and shall repair said improvements within 48 hours upon notice from Ketchum that repairs are needed. Any modification to the improvements identified in Exhibit "A" shall be approved by the City of Ketchum prior to any modifications taking place.

3. Snowmelt systems installed in the public right-of-way shall be installed and operate at all times during the winter according to the following:

- The system shall meet the requirements of the International Energy Conservation Code (2018 IECC, 403.12.2)
- The system shall have an electronic main control board to operate the system that is programmable and optimizes the way the system functions.
- Installation of in-ground control sensors linked to the main control board that detect snow and ice on the surface, monitor the sidewalk or driveway temperature, and automatically activates the system to be turned on or off based on the snow condition and air temperature.

4. Owner shall be responsible for restoring the sidewalk, curb and gutter and landscaping that is altered due to the construction and installation of the Improvements, to the satisfaction of the Director of Streets and Facilities.

5. 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.

6. 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.

7. 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.

8. 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.

9. 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.

10. 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.

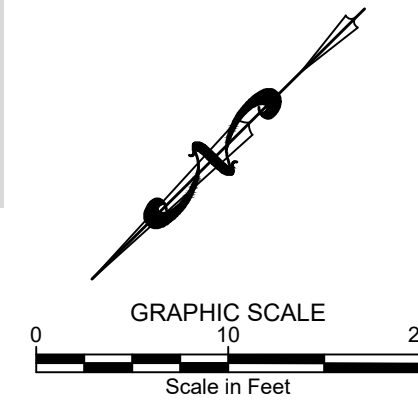
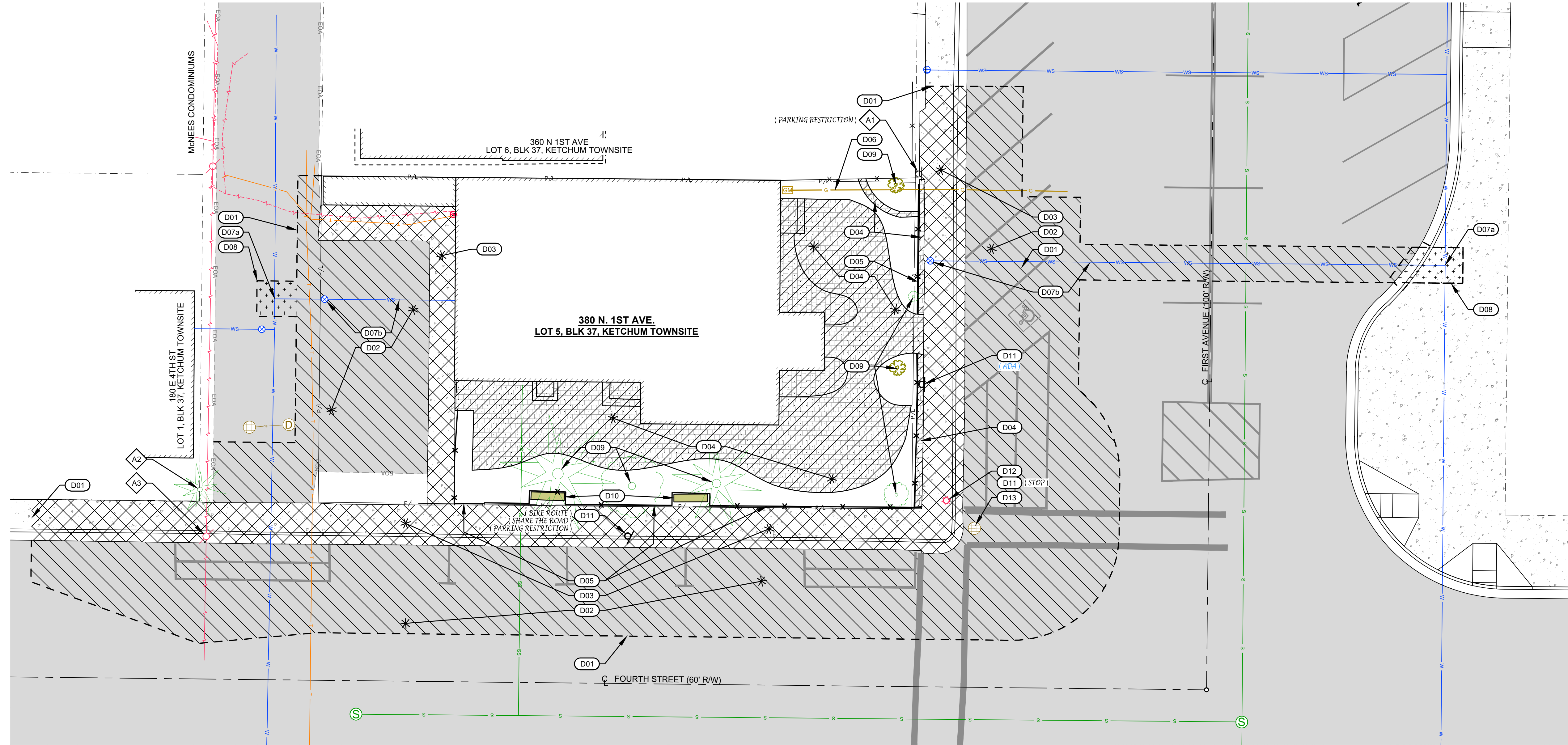
11. No presumption shall exist in favor of or against any party to this Agreement as the result of the drafting and preparation of this document.

12. This Agreement shall be recorded with the Blaine County Recorder by Ketchum.

13. 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.

EXHIBIT "A"

REUSE OF DRAWINGS: These drawings, or any portion thereof, shall not be used on any project or extension of this project except by agreement in writing with Galena Engineering, Inc.



DEMOLITION KEY NOTES

- (D01) SAWCUT ASPHALT / CONCRETE TO PROVIDE FOR A CLEAN VERTICAL EDGE
- (D02) REMOVE AND DISPOSE OF ASPHALT.
- (D03) REMOVE AND DISPOSE OF CONCRETE CURB, GUTTER, AND/OR SIDEWALK.
- (D04) REMOVE AND DISPOSE OF CONCRETE CURB, GUTTER, AND/OR SIDEWALK.
- (D05) REMOVE AND DISPOSE OF FENCE.
- (D06) GAS LINE TO BE ABANDONED. CONTRACTOR TO COORDINATE METHOD OF ABANDONMENT WITH UTILITY FRANCHISE.
- (D07) WATER SERVICE TO BE ABANDONED.
 - a. CONTRACTOR TO LOCATE CONNECTION / CORP STOP AT WATER MAIN, SHUT OFF VALVE AND DISCONNECT WATER SERVICE LINE. ABANDON WATER SERVICE LINE IN PLACE. COORDINATE ACTIVITY WITH THE CITY OF KETCHUM.
 - b. REMOVE AND DISPOSE OF WATER SERVICE VALVE. ABANDON WATER SERVICE LINE IN PLACE.
- (D08) REPAIR ASPHALT, CURB, GUTTER, AND SIDEWALK. MATCH EXISTING LINES, GRADES, MATERIALS, AND MATERIAL THICKNESSES. SEE ITEM S14, SHEET C1.10.
- (D09) REMOVE AND DISPOSE OF TREE AND COMPLETE ROOT BALL.
- (D10) REMOVE AND DISPOSE OF PARK BENCH.
- (D11) REMOVE SIGN AND POST. SIGNS TO BE REUSED. (TYPE)
- (D12) REMOVE AND RETAIN LIGHT AND ALL COMPONENTS. LIGHT WILL BE REUSED. DISPOSE OF FOOTING. RETAIN SIGN FOR FUTURE REUSE.
- (D13) REMOVE AND DISPOSE OF CATCH BASIN / DRYWELL.
- RETAIN AND PROTECT:
 1. SIGN (TYPE)
 2. TREE
 3. UTILITY POLE

**380 N. 1ST AVE. MIXED-USE BUILDING
SITE DEMOLITION PLAN**

LOCATED WITHIN SECTION 13, T.4N., R. 18E., B.M., CITY OF KETCHUM, BLAINE COUNTY, IDAHO

PREPARED FOR WILLIAMS PARTNERS

PROJECT INFORMATION
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PRELIMINARY FOR DESIGN REVIEW ONLY

PROFESSIONAL ENGINEER
REGISTERED
7986
J022/17723 AND
STATE OF IDAHO
JEFF C. LOOMIS

NOT FOR CONSTRUCTION

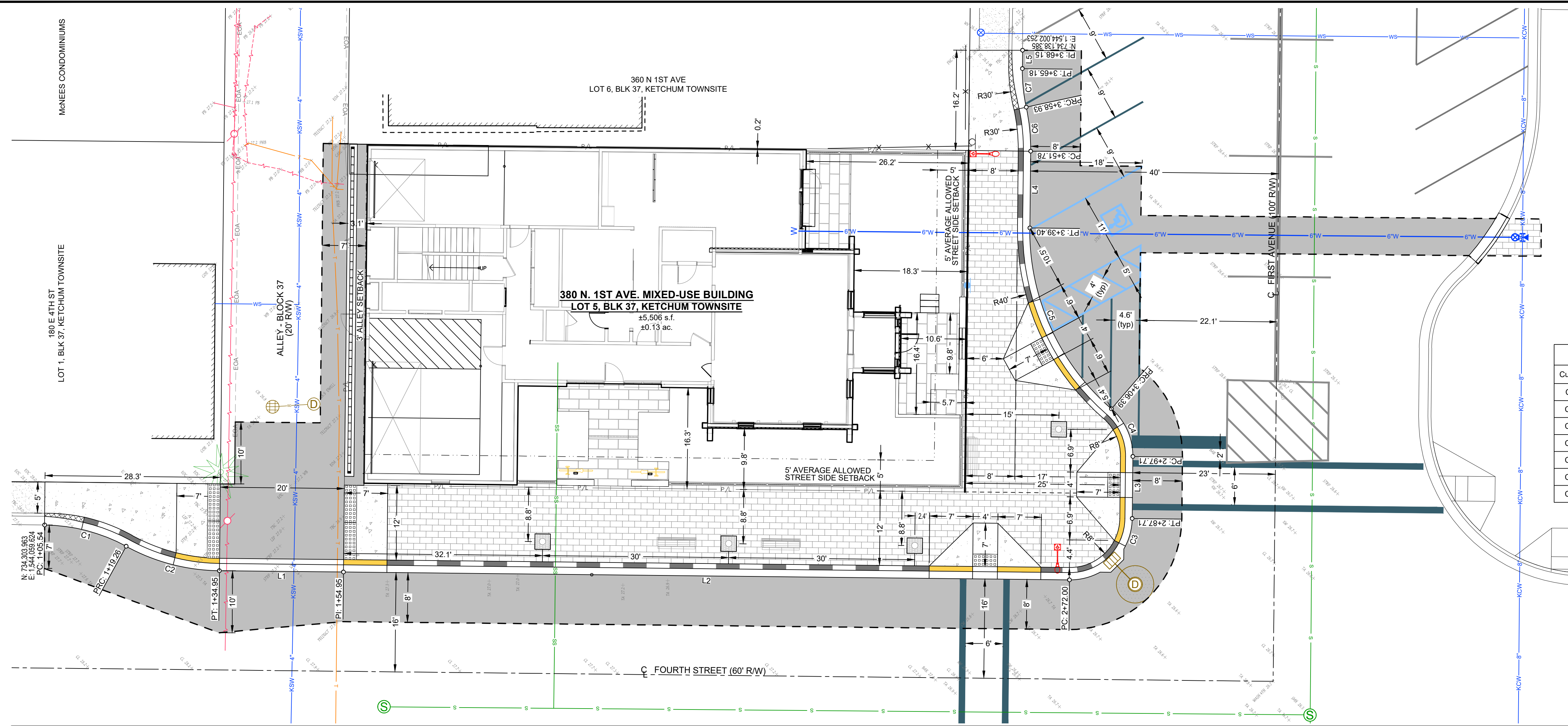
CT DESIGNED BY
CT DRAWN BY
JCL CHECKED BY

GALENA ENGINEERING, INC.
Civil Engineers & Land Surveyors
317 N. River Street
Halley, Idaho 83333
(208) 768-1705
email: galena@galena-engineering.com

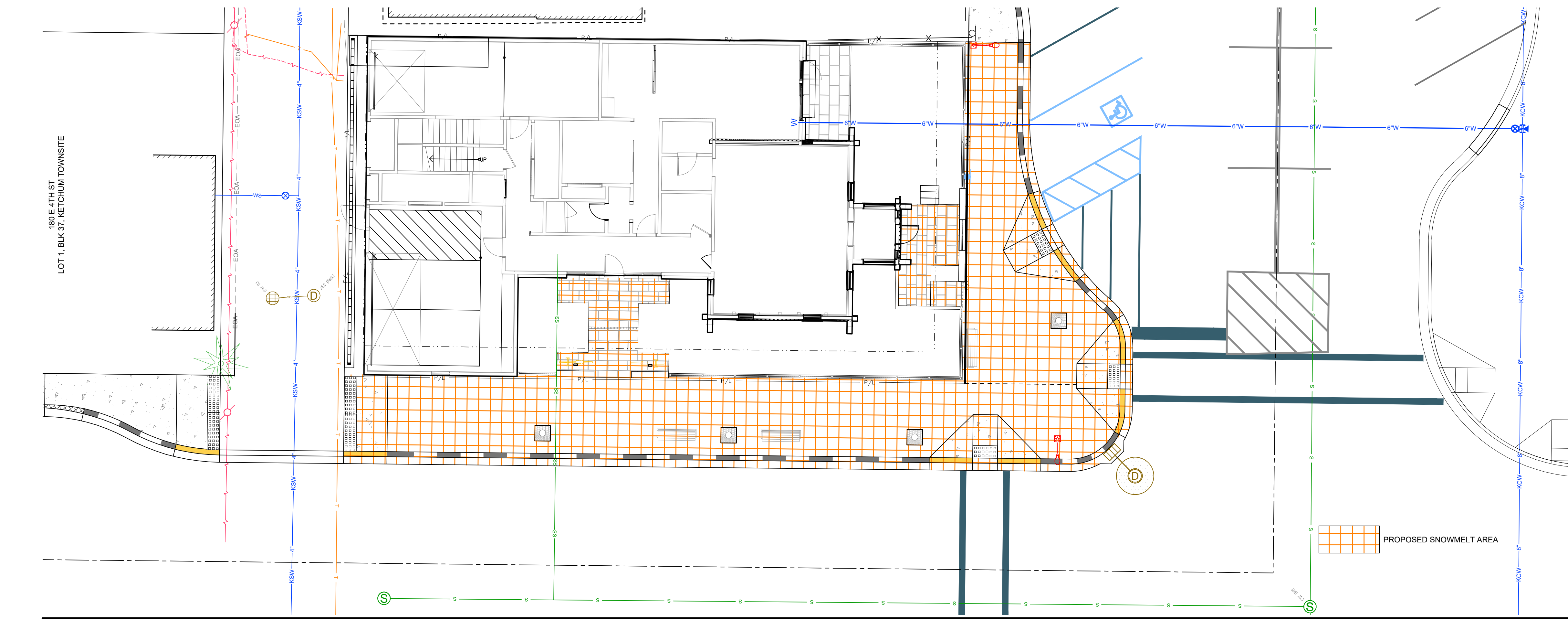
PURPOSE:	ISSUE FOR REVIEW	NO.	DATE	BY	REVISIONS

PRELIMINARY NOT FOR CONSTRUCTION

REUSE OF DRAWINGS: These drawings, or any portion thereof, shall not be used on any project or extension of this project except by agreement in writing with Galena Engineering, Inc.



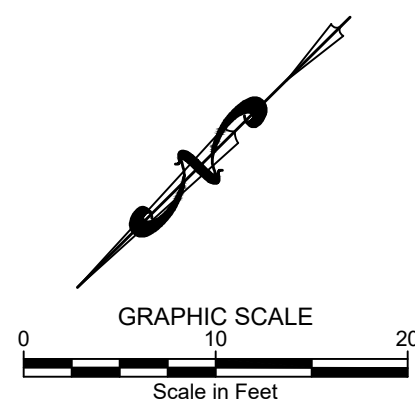
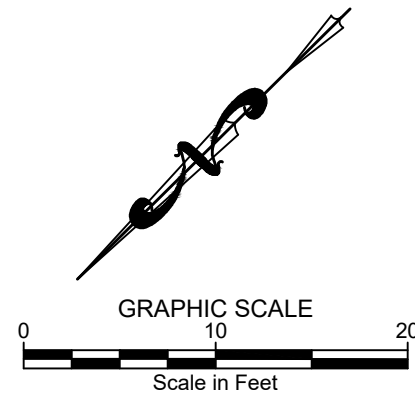
SITE GEOMETRY PLAN



SNOWMELT AREA PLAN

Line Table		
Line	Direction	Length
L1	S45° 37' 11"W	20.00'
L2	S45° 37' 11"W	117.05'
L3	S44° 22' 39"E	10.00'
L4	S44° 22' 39"E	12.37'
L5	S44° 22' 22"E	2.96'

Curve Table					
Curve	Radius	Length	Delta	Chord Direction	Chord Length
C1	28.00'	13.73'	28° 05' 10"	S59° 39' 46"W	13.59'
C2	32.00'	15.69'	28° 05' 10"	S59° 39' 46"W	15.53'
C3	10.00'	15.71'	88° 59' 49"	S00° 37' 16"W	14.14'
C4	10.00'	8.69'	49° 46' 19"	S69° 15' 48"E	8.42'
C5	38.00'	33.01'	49° 46' 19"	S69° 15' 48"E	31.98'
C6	32.00'	7.15'	12° 47' 59"	S50° 46' 38"E	7.13'
C7	28.00'	6.26'	12° 48' 16"	S50° 46' 30"E	6.24'



**PRELIMINARY
NOT FOR
CONSTRUCTION**

**PRELIMINARY
FOR DESIGN
REVIEW ONLY**

**NOT FOR
CONSTRUCTION**

CT
DESIGNED BY
CT
DRAWN BY
JCL
CHECKED BY

**GALENA
ENGINEERING, INC.**
Civil Engineers & Land Surveyors
317 N. River Street
Halley, Idaho 83333
(208) 768-1705
email: galena@galena-engineering.com

PURPOSE: ISSUE FOR REVIEW		REVISIONS
NO.	DATE	BY

**380 N. 1ST AVE. MIXED-USE BUILDING
SITE GEOMETRY AND SNOWMELT AREA PLAN**
LOCATED WITHIN SECTION 13, T.4N., R.17E., & SECTION 18, T.4N., R.18E.B.M., CITY OF KETCHUM, BLAINE COUNTY, IDAHO
PREPARED FOR WILLIAMS PARTNERS

PROJECT INFORMATION
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City of Ketchum

CITY COUNCIL MEETING AGENDA MEMO

Meeting Date: Staff Member/Dept:

Agenda Item:

Recommended Motion:

I move to approve Lot Consolidation Preliminary Plat & Waiver Application File No. P22-042A subject to conditions 1 through 3.

Reasons for Recommendation:

- The Lot Consolidation Preliminary Plat will: (1) combine lots 7 and 8 within block 91 of Ketchum Townsite and (2) establish a building envelope on the development parcel.
- The preliminary plat application complies with the procedures for subdivision approval (KMC §16.04.030) and subdivision development and design standards (KMC §16.04.040).
- The Planning and Zoning Commission approved Mountain Overlay Design Review Application File No. P22-042B and recommended approval of Lot Consolidation Preliminary Plat & Waiver Application File No. P22-042A for the 691 N Spruce Avenue Residence on February 28, 2023.

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

The applicant is proposing to develop a new one-family dwelling (the “project”) located at 691 N Spruce Avenue (the “subject property”) within the Limited Residential Zoning District (the “LR Zone”) and Mountain Overlay. The subject property is comprised of two separate lots located on Knob Hill. These lots are part of the original Ketchum Townsite that was created in 1948. Topography was not considered when the townsite was established, and Knob Hill contains platted blocks with multiple unimproved lots and unimproved public rights-of-way located high on the hillside. The Planning and Zoning Commission approved Mountain Overlay Design Review Application File No. P22-042B and recommended approval of Lot Consolidation Preliminary Plat & Waiver Application File No. P22-042A for the 691 N Spruce Avenue Residence on February 28, 2023.

The subject property is developed with an existing single-family residence that was constructed in 1977 and is proposed to be demolished. The existing home was developed prior to the city’s establishment of the Mountain Overlay in 1989 and does not comply with current hillside development standards. Current code requires new buildings to be constructed in areas with less than 25% slope (KMC §16.04.020). The contours of the site and the adjacent undisturbed hillside show that the natural slope of the development parcel exceeded 25% prior to the construction of the existing nonconforming home in 1977. Additionally, the existing home and structures, including retaining walls, encroach within the front, rear, and side yard setback areas and are nonconforming with the dimensional standards required in the LR Zone. The existing nonconforming home is proposed to be demolished. Since the existing nonconforming home is proposed to

be demolished, the new development, including all existing and proposed site improvements, must comply with all current code standards.

The applicant has proposed consolidating the two lots so that the new single-family residence will comply with the setbacks required in the LR Zone. The lot consolidation preliminary plat must comply with all subdivision design and development standards specified in KMC §16.04.040. Building envelopes are required to be established on lots that contain areas of 25% or greater slope based on natural contours. These building envelopes must be established outside of hillsides with 25% and greater slopes (KMC §16.04.040.F2) unless the request qualifies for one of two waivers outlined in the subdivision code. The application qualifies for the first waiver outlined, which states a waiver may be considered, “for lot line shifts of parcels that are entirely within slopes of 25% or greater to create a reasonable building envelope, and mountain overlay design review standards and all other City requirements are met.” The applicant has requested a waiver to create a reasonable building envelope on the consolidated development parcel.

The proposed building envelope has been established at the lower elevation of the consolidated parcel and complies with the minimum setbacks required in the LR Zone. The new home is sited within the most suitable area for redevelopment at the lower elevation of the parcel. The maximum height of the proposed home is 33 feet, which is 1.22 feet less than the maximum height of the existing home. The proposed residence’s building footprint conforms to the building footprint of the existing home. The existing development’s total building coverage is 4,084 square feet. The proposed redevelopment’s building coverage is 2,478 square feet, which is 1,606 square feet less than existing. The new single-family residence and all associated site improvements are contained within the existing limits of disturbance on the subject property.

During department review, staff reviewed the lot consolidation preliminary plat application and waiver request for conformance with the procedures for subdivision approval (KMC §16.04.030) and subdivision development and design standards (KMC §16.04.040). Staff believes the proposed lot consolidation preliminary plat and waiver request comply with all applicable subdivision requirements and standards. Staff recommends the City Council approve the Lot Consolidation Preliminary Plat & Waiver Application File No. P22-042A for the 691 N Spruce Avenue Residence subject to conditions 1 through 3.

Sustainability Impact:

None OR state impact here: The project does not limit the ability of the city to reach the goals of the Ketchum Sustainability Action Plan – 2020. The new one-family shall be designed to comply with LEED or NGBS silver certification requirements pursuant to Ketchum Municipal Code §15.20.020.

Financial Impact:

None OR Adequate funds exist in account:	There is no financial requirement from the city for this action at this time.
--	---

Attachments:

- | |
|--|
| 1. Lot Consolidation Preliminary Plat & Waiver Application File No. P22-042A Application Materials & Preliminary Plat Plan Set |
| 2. Draft City Council Findings of Fact, Conclusions of Law, and Decision |

Attachment A
Lot Consolidation
Preliminary Plat & Waiver
Application File No. P22-042A
Application Materials
&
Preliminary Plat Plan Set



**City of Ketchum
Planning & Building**

OFFICIAL USE ONLY	
App No:	P22-042A
Date Received:	9/1/22
By:	SMC
Fee Paid:	2600.00
Approved Date:	
By:	

Subdivision Application

Submit completed application to the Planning and Building Department electronically to planningandzoning@ketchumidaho.org. Once your application has been received, we will review it and contact you with the next steps. If you have questions, please contact the Planning and Building Department at (208) 726-7801. To view the Development Standards, visit the city website at: www.ketchumidaho.org and click on Municipal Code.

APPLICANT INFORMATION			
Name of Proposed Subdivision: Lot 7A, Block 91, Ketchum Townsite			
Owner of Record: Spruce and 6th LLC			
Address of Owner: 11 Wilton Road, Westport, CT 06880			
Representative of Owner: Mark Phillips / Roger Ferris + Partners c/o Jake Watkins			
Legal Description: Lots 7 & 8, Block 91, Ketchum Townsite RPK000091007A			
Street Address: 691 N Spruce Ave., Ketchum ID			
SUBDIVISION INFORMATION			
Number of Lots/Parcels: 2			
Total Land Area: ±16,681 Sq. Ft., ±0.38 A.c.			
Current Zoning District: Limited Residential			
Proposed Zoning District: Limited Residential			
Overlay District: Mountain			
TYPE OF SUBDIVISION			
Condominium <input type="checkbox"/>	Land <input checked="" type="checkbox"/>	PUD <input type="checkbox"/>	Townhouse <input type="checkbox"/>
Adjacent land in same ownership in acres or square feet: None			
Easements to be dedicated on the final plat: None			
Briefly describe the improvements to be installed prior to final plat approval: Any City requirements			
ADDITIONAL INFORMATION			
All lighting must be in compliance with the City of Ketchum's Dark Sky Ordinance			
One (1) copy of Articles of Incorporation and By-Laws of Homeowners Associations and/or Condominium Declarations			
One (1) copy of current title report and owner's recorded deed to the subject property			
One (1) copy of the preliminary plat			
All files should be submitted in an electronic format to planningandzoning@ketchumidaho.org			

Applicant agrees in the event of a dispute concerning the interpretation or enforcement of the Subdivision Application in which the City of Ketchum is the prevailing party to pay reasonable attorney's fees and costs, including fees and costs of appeal for the City of Ketchum. Applicant agrees to observe all City ordinances, laws and conditions imposed. Applicant agrees to defend, hold harmless and indemnify the City of Ketchum, city officials, agents and employees from and for any and all losses, claims, actions, judgments for damages, or injury to persons or property, and losses and expenses caused or incurred by Applicant, its servants, agents, employees, guests and business invitees and not caused by or arising out of the tortious 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.

Mark Phillips, Representative

08 / 31 / 2022

Applicant Signature

Date



Date: October 6, 2022

File Number: _____

APPLICATION FOR A WAIVER OF REQUIREMENTS

Name: Residence - 691 North Spruce Ave Owner: Spruce and 6th LLC c/o Jake Watkins

Phone No. (business): 203.222.4848 (home): email: watkins@ferrisarch.com

Mailing Address: 11 Wilton Road, Westport, CT 06880

Project Address: 691 North Spruce Ave, Ketchum, ID 83340

Legal Description: Lots 7 & 8, Block 91, Ketchum Townsite

Zoning Designation: LR

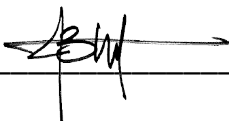
Overlay District: Flood Avalanche Pedestrian Mountain

Please state with particularity the matters the applicant seeks waiver or deferral:

The city has determined that the entire property contains slopes over 25%. We are seeking a waiver to establish a building envelope on the property.

Please state how the waiver or deferral would not be detrimental to the public welfare, health and safety nor injurious to property owners in the immediate area.

Zoning Code Interpretation 22-001 permits the development of a project on a hillside with 25% and greater slopes provided the project does not exceed the height or the limits of disturbance of the existing nonconforming home and the proposed building footprint conforms as close as possible to the existing building. The proposed building envelope will allow for a smaller home that is conforming with all City regulations

Applicant's Signature: 

Date: October 6, 2022

**Once your application has been received, we will review it and contact you with next steps.
No further action is required at this time.**

QUITCLAIM DEED

This quitclaim deed is made on the 10 day of November, 2020, by and between -

691 NORTH SPRUCE, LLC, an Idaho limited liability company, with mailing address of 611 North Street, Greenwich, Connecticut, 06830, referred to herein as Transferor; and

SPRUCE AND 6TH, LLC, an Idaho limited liability company, with mailing address of ATTN: Inez D'Arcangelo, 611 North Street, Greenwich, Connecticut, 06830, collectively referred to herein as Transferee:

Transferor, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, by these presents remises, releases, and forever quitclaims to Transferee, as his sole and separate property, and to Transferee's heirs and assigns, all that parcel of land situate, lying, and being in Blaine County, Idaho, more accurately and legally described at **Exhibit A** hereto;

Together with all and singular the tenements, hereditaments, and appurtenances belonging to or in any manner appertaining to the property, the reversion and reversions, remainder and remainders, rents, issues, and profits of the property;

To have and to hold, all and singular, the described property together with the appurtenances to Transferee and to Transferee's heirs and assigns forever.

In witness of the above, Transferor has set Transferor's hand on the date first written above.

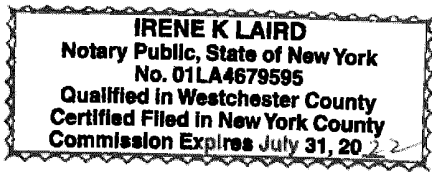


691 NORTH SPRUCE, LLC
by Charles P. Stevenson, Jr., its member

ACKNOWLEDGMENT

STATE OF New York)
) ss.
COUNTY OF New York)

On this 10th day of November, 2020, before me, a notary public for the above-named state, personally appeared before me Charles P. Stevenson, Jr., as member of 691 North Spruce, LLC, who is (or are) personally known to me to be the person(s) named as Transferor(s), or proven to me on the basis of satisfactory evidence to be the person(s) named as Transferor(s), whose name(s) is (or are) subscribed to the within instrument, and acknowledged to me that he/she (or they) executed the same.



Irene K Laird
Notary Public for the State of New York
Residing in 115 HARWOOD AVE, SLEEPY HOLLOW, N.Y.
My Commission Expires: 7/31/22 10591

EXHIBIT A

LEGAL DESCRIPTION

Street Address: 691 North Spruce Avenue, Ketchum, Idaho

Parcel No.: RPK0000091007A (Blaine County, Idaho)

Legal Description:

Lots 7 and 8, Block 91 of the VILLAGE OF KETCHUM, BLAINE COUNTY, IDAHO, according to the official plat thereof, recorded as Instrument No. 302967, records of Blaine County, Idaho.



Sun Valley Title
Authorized Agent for:
Westcor Land Title Insurance Company

SCHEDULE A

Name and Address of Title Insurance Company: Westcor Land Title Insurance Company
2000 Colorado Blvd., Suite 1-3100
Denver, CO 80222

File Number: 19349503

Policy Number: 9285624

Date of Policy: May 29, 2020 at 10:35AM

Amount of Insurance: \$3,500,000.00

Premium: \$7,780.00

Property Address Reference: 691 N Spruce Ave, Ketchum, ID 83340

1. **Name of Insured:**
691 North Spruce, LLC
2. **The estate or interest in the land that is insured by this policy is:**
Fee Simple
3. **Title is vested in:**
691 North Spruce, LLC, an Idaho limited liability company
4. **The Land referred to in this policy is described as follows:**
See Attached Schedule C

Sun Valley Title
By:

Nick Busdon, Authorized Signatory

SCHEDULE B
Exceptions from Coverage

File Number: 19349503
Policy Number: 9285624

This policy does not insure against loss or damage, and the Company will not pay costs, attorneys' fees, or expenses that arise by reason of:

1. Rights or claims of parties in possession not shown by the public records.
2. 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 that is not shown by the Public Records.
3. Easements, or claims of easements, not shown by the public records.
4. Any lien, or right to a lien, for services, labor, or materials heretofore or hereafter furnished, imposed by law and not shown by the public records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims to title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the public records.
6. Taxes or special 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 to such proceedings whether or not shown by the records of such agency, or by the public records.
7. Taxes, including any assessments collected therewith, for the year 2020 which are a lien not yet due and payable.
8. Water and sewer charges, if any, for the City of Ketchum. Paid Current.
9. Easements, reservations, restrictions, and dedications as shown on the official plat of Ketchum Townsite.
10. Reservations and exceptions in a United States Patent, and in the act authorizing the issuance thereof, recorded May 13, 1942 as Instrument No. [84202](#).
11. Right of way for ditches, tunnels, telephone, and distribution lines constructed by authority of the United States, as granted to the United States under the provisions of Section 58-604 Idaho Code.
12. All matters, and any rights, easements, interests or claims as disclosed by a Record of Survey showing Lots 7 & 8, Block 91, Ketchum Townsite recorded December 6, 2019 as Instrument No. [665488](#).

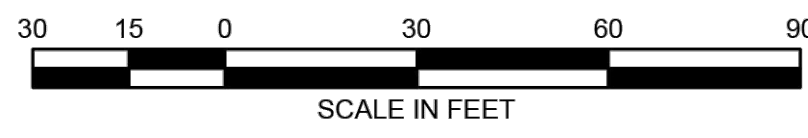
SCHEDULE C
Legal Description

Lots 7 and 8, Block 91 of the VILLAGE OF KETCHUM, BLAINE COUNTY, IDAHO, according to the official plat thereof, recorded as Instrument No. 302967, records of Blaine County, Idaho.

A PLAT SHOWING
LOT 7A, BLOCK 91, KETCHUM TOWNSITE
 WHEREIN THE LOT LINE BETWEEN LOTS 7 & 8, BLOCK 91 IS VACATED AS SHOWN HEREON
 LOCATED WITHIN SECTION 18, T.4N., R.18E., B.M., CITY OF KETCHUM, BLAINE COUNTY, IDAHO
 JANUARY 2023



SCALE: 1" = 30'



LEGEND

- Property Line
- Lot Line Vacated Hereon
- Adjoiner's Lot Line
- Centerline of Right of Way
- GIS Tie Line
- Survey Tie Line
- Building Envelope
- 25% Slope Boundary
- Found Survey Marker
- Found 5/8" Rebar
- Found 1/2" Rebar
- Calculated Point, Nothing Set
- Aspen Grove
- Conifer Tree
- Deciduous Tree

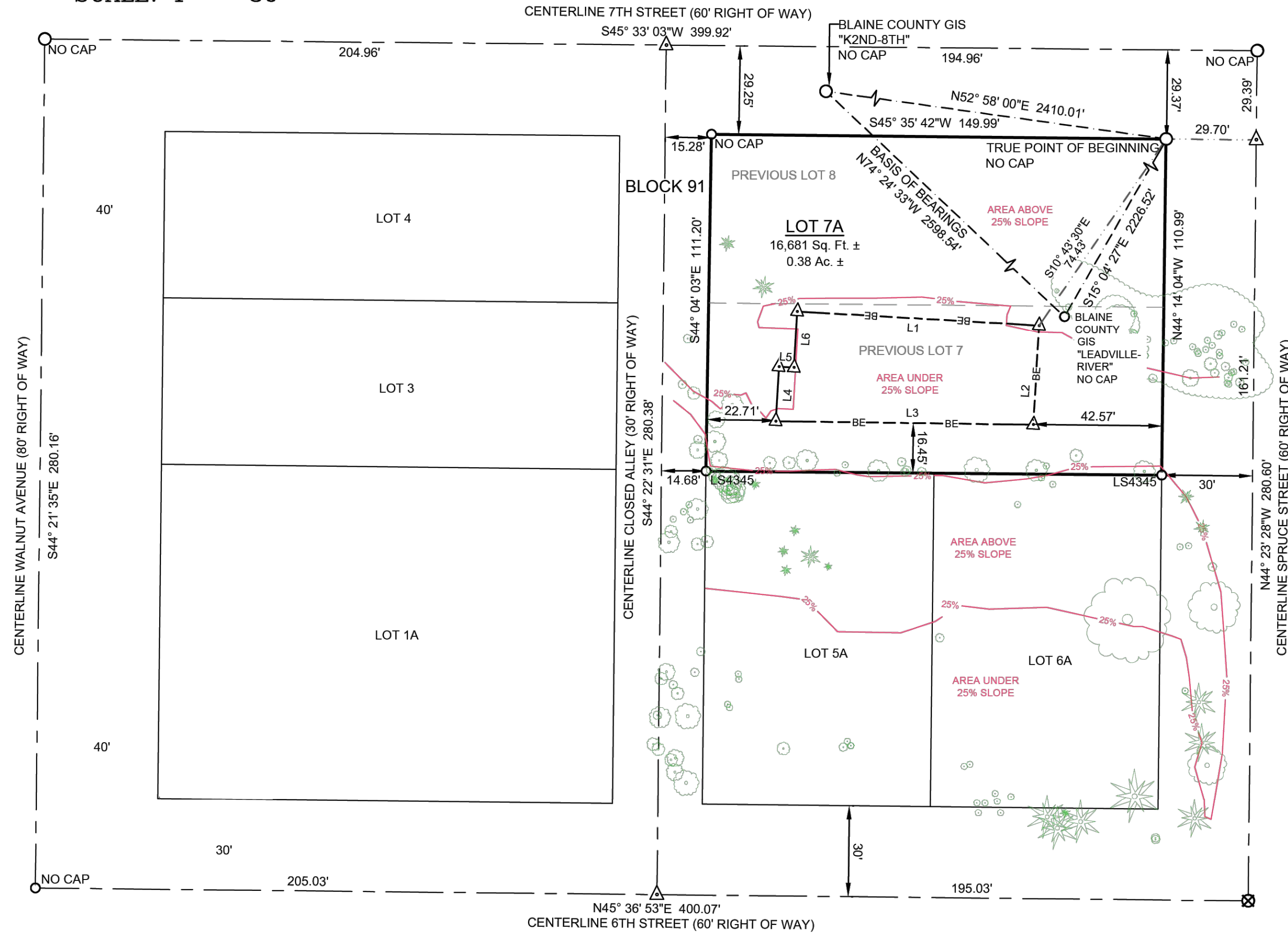
SURVEY NARRATIVE & NOTES

1. The purpose of this survey is to show the monuments found and set during the boundary retracement of Lots 7 & 8, Block 91, Ketchum Townsite and vacate the interior line creating Lot 7A, Block 91, Ketchum Townsite. The boundary shown is based on found lot corner monuments and the Official Map of the Village of Ketchum, Instrument Number 302967, records of Blaine County, Idaho. All found monuments have been accepted. Additional documents used during the course of this survey include the Plat of Ketchum: Block 91: Replat of Lots 5 & 6, Instrument Number 370366 and the Record of Survey showing Lots 7 & 8, Block 91, Ketchum Townsite, Instrument Number 665488, both records of Blaine County, Idaho.
2. The distances shown are measured. Refer to the above referenced documents for previous record data.
3. See Ketchum Ordinance 173, recorded as Instrument Number 197670, records of Blaine County, Idaho for conditions/restrictions regarding Block 91 Alley.
4. A Title Commitment for Lots 7 & 8, Block 91, Village of Ketchum, Blaine County, Idaho, has been issued by Sun Valley Title Guaranty Company, File Number 19349503, with a Date of Guarantee of May 29, 2020. Certain information contained in said title policy may not appear on this map or may affect items shown hereon. It is the responsibility of the owner or agent to review said title policy. All plottable encumbrances and easements listed in the title report are shown hereon. Review of specific documents is required, if further information is desired.
5. Zoning is LR, Limited Residential Use Zone. Refer to City of Ketchum Zoning Ordinance for more specific information about this zone.
6. The owner/subdivider is Spruce and 6th. L.L.C., c/o Jake Watkins at Roger Ferris Partners, 11 Wilton Road, Westport, CT 06880. The surveyor/representative is Mark E. Phillips, Galena Engineering, Inc., 317 N. River St., Hailey, Idaho 83333.

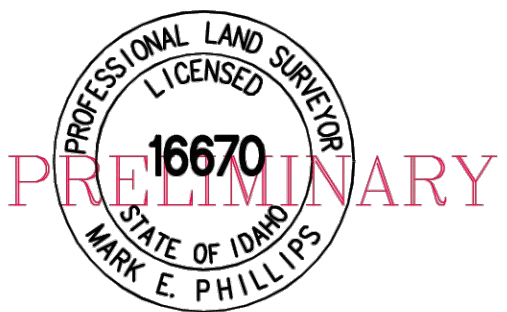


VICINITY MAP
NOT TO SCALE

LOT 7A, BLOCK 91,
KETCHUM TOWNSITE
 GALENA ENGINEERING, INC.
 HAILEY, IDAHO
 SHEET 1 OF 2
 Job No. 7932-01



Line Table		
Line #	Length	Direction
L1	79.90'	S48°20'34"W
L2	32.89'	N41°39'27"W
L3	84.98'	N45°46'41"E
L4	18.00'	S41°39'27"E
L5	5.00'	S48°20'33"W
L6	18.69'	S41°39'27"E



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

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

Date _____ South Central Public Health District

Attachment B

Draft City Council

Findings of Fact, Conclusions of Law, and Decision



**City of Ketchum
Planning & Building**

IN RE:)
)
691 N Spruce Avenue Residence) KETCHUM CITY COUNCIL
Lot Consolidation & Waiver Request) FINDINGS OF FACT, CONCLUSIONS OF LAW, AND
File Number: P22-042A) DECISION
)
Date: March 27, 2023)
)

PROJECT: 691 N Spruce Avenue Residence
APPLICATION TYPE: Lot Consolidation Preliminary Plat & Waiver Request
FILE NUMBER: P22-042A
ASSOCIATED APPLICATIONS: Mountain Overlay Design Review (Application File No. P22-042B)
PROPERTY OWNER: Spruce and 6th LLC
REPRESENTATIVE: Jake Watkins, Roger Ferris + Partners (Architect)
LOCATION: 691 N Spruce Avenue (Ketchum Townsite: Block 91: Lots 7 & 8)
ZONING: Limited Residential (LR) & Mountain Overlay (MO)
OVERLAY: None

RECORD OF PROCEEDINGS

The Planning and Zoning Commission (the “Commission”) considered the 691 N Spruce Avenue Lot Consolidation Preliminary Plat and Waiver Application File No. P22-042A during their meeting on February 28, 2023. The application was considered concurrently with Mountain Overlay Design Review (Application File No. P22-042B) and the public hearings were combined in accordance with Idaho Code §67-6522. The Commission unanimously approved the Mountain Overlay Design Review Application File No. P22-042A and recommended approval of Lot Consolidation Preliminary Plat and Waiver Application File No. P22-042A.

Public Hearing Notice & Public Comment

A public hearing notice for the project was mailed to all owners of property within 300 feet of the project site and all political subdivisions on February 8, 2023. The public hearing notice was published in the Idaho Mountain Express on February 8, 2023. A notice was posted on the project site and the

city's website on February 13, 2023. The story pole was installed on the project site on February 21, 2023.

FINDINGS OF FACT

The Ketchum City Council having reviewed the entire project record, provided notice, and conducted the required public hearing does hereby make and set forth these Findings of Fact, Conclusions of Law, and Decision as follows:

The applicant is proposing to develop a new one-family dwelling (the "project") located at 691 N Spruce Avenue (the "subject property") within the Limited Residential Zoning District (the "LR Zone") and Mountain Overlay. The proposed residence is 4,534 gross square feet and contains five bedrooms and a two-car garage with storage space. The project proposes site improvements, including re-grading the existing driveway to comply with Fire Department requirements. The rear- and side-yard setback areas will be restored and revegetated with native grasses and sage brush. New aspen trees will be installed to enhance the existing grove on the property and new native chokecherries will be installed to screen utilities.

Pursuant to Ketchum Municipal Code (KMC) §17.104.050.A, design review is required for the "construction or placement of new buildings or structures, including additions to any such structures or buildings existing at the effective date hereof, upon real property within the Mountain Overlay Zoning District." The project is subject to all Mountain Overlay design review criteria and standards specified in KMC §17.104.070 as well as all applicable design review standards specified in KMC §17.96.060.

The subject property is comprised of two separate lots located on Knob Hill. These lots are part of the original Ketchum Townsite that was created in 1948. Topography was not considered when the townsite was established, and Knob Hill contains platted blocks with multiple unimproved lots and unimproved public rights-of-way located high on the hillside.

The subject property is developed with an existing single-family residence that was constructed in 1977 and is proposed to be demolished. While the existing home is more than 50 years old, the building is not designated on the city's adopted Historic Building/Site List. Review by the Historic Preservation Commission is not required; however, a demolition permit cannot be issued for the existing residence until a 60-day waiting period has concluded (KMC §15.16.040.B3) and a complete building permit application for a replacement project on the property has been accepted by the city and required fees have been paid (KMC §17.20.010.B).

The existing home was developed prior to the city's establishment of the Mountain Overlay in 1989 and does not comply with current hillside development standards. Current code requires new buildings to be constructed in areas with less than 25% slope (KMC §16.04.020). The contours of the site and the adjacent undisturbed hillside show that the natural slope of the development parcel exceeded 25% prior to the construction of the existing nonconforming home in 1977.

Additionally, the existing home and structures, including retaining walls, encroach within the front, rear, and side yard setback areas and are nonconforming with the dimensional standards required in the LR Zone. The existing nonconforming home is proposed to be demolished. Since the existing nonconforming home is proposed to be demolished, the new development, including all existing and proposed site improvements, must comply with all current code standards.

The applicant has proposed consolidating the two lots so that the new single-family residence will comply with the setbacks required in the LR Zone. The lot consolidation preliminary plat must comply with all subdivision design and development standards specified in KMC §16.04.040. Building envelopes are required to be established on lots that contain areas of 25% or greater slope based on natural contours. These building envelopes must be established outside of hillsides with 25% and greater slopes (KMC §16.04.040.F2) unless the request qualifies for one of two waivers outlined in the subdivision code. The application qualifies for the first waiver outlined, which states a waiver may be considered, “for lot line shifts of parcels that are entirely within slopes of 25% or greater to create a reasonable building envelope, and mountain overlay design review standards and all other City requirements are met.” The applicant has requested a waiver to create a reasonable building envelope on the consolidated development parcel.

Zoning Code Interpretation 22-001

The City of Ketchum Planning and Zoning Commission (the “Commission”) considered the question of whether nonconforming properties on hillsides of 25% and greater slope would be permitted to be redeveloped if the existing non-conforming home were to be demolished during their special meeting on February 15, 2022. Zoning Code Interpretation 22-001.

The Commission determined that existing nonconforming properties may be redeveloped under the following conditions:

- A. If the property configuration is proposed to be modified (lot line adjustment, lot consolidation etc.), then the new property configuration must establish a building envelope on the lowest portion of the property. Existing non-conforming building footprints are not permitted to be redeveloped outright. If a more compliant alternative at a lower elevation on the hillside property exists, then the new home must be sited in the more suitable area for redevelopment.
- B. If the property configuration is not being altered or changed, then a new home may be constructed at the Commission’s discretion through Mountain Overlay Design Review provided that the project does not exceed the height or limits of disturbance of the existing nonconforming home. The building footprint shall conform as close as possible to the existing building.

As mentioned above, the property configuration is proposed to be modified by combining lots 7 and 8, therefore the evaluation of the redevelopment falls under scenario A. The proposed building envelope has been established at the lower elevation of the consolidated parcel and complies with the minimum setbacks required in the LR Zone. KMC §17.104.070.A10 directs the Commission to consider if there are other sites on the property more suitable for the proposed development in order to carry out the purposes of the Mountain Overlay. The new home is sited within the most suitable area for redevelopment at the lower elevation of the parcel.

The project also conforms to the requirements outlined for scenario B as well. The maximum height of the proposed home is 33 feet, which is 1.22 feet less than the maximum height of the existing home. The proposed residence's building footprint conforms to the building footprint of the existing home as shown on Sheet C1.1 of the project plans. The existing development's total building coverage is 4,084 square feet. The proposed redevelopment's building coverage is 2,478 square feet, which is 1,606 square feet less than existing.

The site survey on Sheet C1.0 of the project plans shows the existing development's limits of disturbance. The total area of existing site disturbance is 8,469 square feet. The site photos on Sheets EX003 and EX004 of the project plans show the existing disturbed areas on the subject property. Existing disturbance within the front-yard setback area includes the driveway and retaining walls. Existing disturbance within the rear-yard setback area includes drystack retaining walls, landscape steps, a paver patio, and a drainage swale.

Existing disturbance within the south-side-yard setback area includes railroad tie retainage and a tall concrete retaining wall. Sheet C1.1 shows that the new single-family residence and all associated site improvements are contained within the existing limits of disturbance on the subject property.

The project complies with Interpretation 22-001, zoning code requirements, design review standards, and subdivision regulations.

The Planning and Building Department received the Pre-Application Design Review for the project on July 1, 2022 and received the Lot Consolidation Preliminary Plat application and waiver request on September 1, 2022. The preliminary plat was reviewed by planning staff and city departments concurrently with the Pre-Application, and the applications were deemed complete on October 13, 2022. The Commission reviewed the Pre-Application on November 8, 2022 and unanimously advanced the project to final Mountain Overlay Design Review. During their review of the Pre-Application, the Commission commented that the proposed home was thoughtfully designed and met the requirements outlined in Zoning Code Interpretation 22-001.

The Planning and Building Department received the final Mountain Overlay Design Review application on November 22, 2022. The application was reviewed by planning staff and city departments, and review comments were provided to the applicant on January 6, 2023. The application was deemed complete on February 3, 2023.

FINDINGS REGARDING COMPLIANCE PRELIMINARY PLAT REQUIREMENTS

Preliminary Plat Requirements (Ketchum Municipal Code §16.04.030)				
Compliant			City Code	City Standards
Yes	No	N/A		
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	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.
			<i>Findings</i>	<i>The City of Ketchum Planning and Building Department received the subdivision application and all applicable application materials on September 1, 2022.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.J	Contents Of Preliminary Plat: The preliminary plat, together with all application forms, title insurance report, deeds, maps, and other documents reasonably required, shall constitute a complete subdivision application.
			<i>Findings</i>	<i>The subdivision application was deemed complete on October 13, 2022.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.J.1	The preliminary plat shall be drawn to a scale of not less than one inch equals one hundred feet (1" = 100') and shall show the following: The scale, north point and date.
			<i>Findings</i>	<i>This standard is met as shown on Sheet 1 of the preliminary plat.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.J.2	The name of the proposed subdivision, which shall not be the same or confused with the name of any other subdivision in Blaine County, Idaho.
			<i>Findings</i>	<i>As shown on Sheet 1 of the preliminary plat, the plat is titled "Lot 7A, Block 91, Ketchum Townsite" which is not the same as any other subdivision in Blaine County, Idaho.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.J.3	The name and address of the owner of record, the subdivider, and the engineer, surveyor, or other person preparing the plat.
			<i>Findings</i>	<i>The name of the owner and surveyor is shown on Sheet 1 of the plat. The plat was prepared by Mark E. Phillips of Galena Engineering.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.J.4	Legal description of the area platted.
			<i>Findings</i>	<i>The legal description of the area platted is shown on page 1 of the preliminary plat.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.J.5	The names and the intersecting boundary lines of adjoining subdivisions and parcels of property.
			<i>Findings</i>	<i>The preliminary plat shows adjacent lots 1A, 3, 4, 5A, and 6A located within block 91 of the original Ketchum Townsite.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.J.6	A contour map of the subdivision with contour lines and a maximum interval of five feet (5') to show the configuration of the land based upon the United States geodetic survey data, or other data approved by the city engineer.

			Findings	<i>Existing site conditions, including topography, are included on the project plans submitted with Mountain Overlay Design Review Application File No. P22-042B.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.J.7	The scaled location of existing buildings, water bodies and courses and location of the adjoining or immediately adjacent dedicated streets, roadways and easements, public and private.
			Findings	<i>Sheet 1 of the preliminary plat shows the location of Walnut Avenue, Spruce Avenue, 6th Street, unimproved 7th Street, and the unimproved block 91 alleyway. The property does not contain any public or private easements. The property is currently vacant.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.J.8	Boundary description and the area of the tract.
			Findings	<i>Sheet 1 provides the boundary description of the area. The total area of Lot 1A is 10,989 as noted on the preliminary plat map.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.J.9	Existing zoning of the tract.
			Findings	<i>Plat note #5 on Sheet 1 of the preliminary plat specifies that the subject property is located within the City's Limited Residential Zoning District.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.J.10	The proposed location of street rights of way, lots, and lot lines, easements, including all approximate dimensions, and including all proposed lot and block numbering and proposed street names.
			Findings	<i>The preliminary plat shows the location and property lines for consolidated Lot 7A. No new streets or blocks are being proposed with this application.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.030.J.11	The location, approximate size and proposed use of all land intended to be dedicated for public use or for common use of all future property owners within the proposed subdivision.
			Findings	<i>This standard is not applicable as there is no requirement or proposal for land dedicated to public use.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.030.J.12	The location, size and type of sanitary and storm sewers, water mains, culverts and other surface or subsurface structures existing within or immediately adjacent to the proposed sanitary or storm sewers, water mains, and storage facilities, street improvements, street lighting, curbs, and gutters and all proposed utilities.
			Findings	<i>This standard does not apply as this preliminary plat proposes to consolidate two existing lots within the original Ketchum Townsite. No utility, drainage, or right-of-way improvements are proposed or required for the lot consolidation preliminary plat application. Sheets C1.1 and C1.2 of the project plans submitted with Mountain Overlay Design Review Application File No. P22-042B show the utility, drainage, and right-of-way improvements proposed for the project.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.030.J.13	The direction of drainage, flow and approximate grade of all streets.
			Findings	<i>This standard does not apply as no new streets are proposed.</i>

<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.030.J.14	The location of all drainage canals and structures, the proposed method of disposing of runoff water, and the location and size of all drainage easements, whether they are located within or outside of the proposed plat.
			<i>Findings</i>	<i>This standard does not apply as no new drainage canals or structures are proposed.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.030.J.15	All percolation tests and/or exploratory pit excavations required by state health authorities.
			<i>Findings</i>	<i>This standard does not apply as no additional tests are required.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.030.J.16	A copy of the provisions of the articles of incorporation and bylaws of homeowners' association and/or condominium declarations to be filed with the final plat of the subdivision.
			<i>Findings</i>	<i>This standard does not apply to the subdivision application for the lot consolidation.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.J.17	Vicinity map drawn to approximate scale showing the location of the proposed subdivision in reference to existing and/or proposed arterials and collector streets.
			<i>Findings</i>	<i>Sheet 1 of the preliminary plat includes a vicinity map.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.030.J.18	The boundaries of the floodplain, floodway and avalanche zoning district shall also be clearly delineated and marked on the preliminary plat.
			<i>Findings</i>	<i>The subject property is not within a floodplain, floodway, or avalanche zone district.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.J.19	Building envelopes shall be shown on each lot, all or part of which is within a floodway, floodplain, or avalanche zone; or any lot that is adjacent to the Big Wood River, Trail Creek, or Warm Springs Creek; or any lot, a portion of which has a slope of twenty five percent (25%) or greater; or upon any lot which will be created adjacent to the intersection of two (2) or more streets.
			<i>Findings</i>	<i>The subject property is comprised of two separate lots located within the block 91 of the original Ketchum Townsite. The subject property is developed with an existing, nonconforming single-family residence that was constructed in 1977 prior to the city's adoption of the Mountain Overlay in 1989. The contours of the subject property and the adjacent undisturbed hillside show that the natural slope of the development parcel exceeded 25% prior to the construction of the existing home in 1977. The applicant has proposed consolidating the two lots so that the new single-family residence will comply with the setbacks required in the LR Zone. The lot consolidation preliminary plat must comply with all subdivision design and development standards specified in KMC §16.04.040. Building envelopes are required to be established on lots that contain areas of 25% or greater slope based on natural contours. These building envelopes must</i>

				<i>be established outside of hillsides with 25% and greater slopes (KMC §16.04.040.F2) unless the request qualifies for one of two waivers outlined in the subdivision code. The application qualifies for the first waiver outlined, which states a waiver may be considered, "for lot line shifts of parcels that are entirely within slopes of 25% or greater to create a reasonable building envelope, and mountain overlay design review standards and all other City requirements are met." The applicant has requested a waiver to create a reasonable building envelope on the consolidated development parcel.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.J.20	Lot area of each lot.
			<i>Findings</i>	<i>Sheet 1 of the preliminary plat shows that the area of consolidated Lot 7A is 16,681 square feet.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.J.21	Existing mature trees and established shrub masses.
			<i>Findings</i>	<i>Sheet 1 of the preliminary plat shows existing conifer and deciduous trees.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.J.22	A current title report shall be provided at the time that the preliminary plat is filed with the administrator, together with a copy of the owner's recorded deed to such property.
			<i>Findings</i>	<i>The applicant submitted a title commitment issued by Sun Valley Title Company, and a quitclaim deed recorded at Instrument Number 675673 with the preliminary plat application.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.J.23	Three (3) copies of the preliminary plat shall be filed with the administrator.
			<i>Findings</i>	<i>The City of Ketchum received digital copies of the preliminary plat at the time of application.</i>

FINDINGS REGARDING COMPLIANCE WITH SUBDIVISION DEVELOPMENT & DESIGN STANDARDS

Subdivision Development & Design Standards (Ketchum Municipal Code §16.04.040)				
Compliant			City Code	City Standards
Yes	No	N/A		
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.A	Required Improvements: The improvements set forth in this section shall be shown on the preliminary plat and installed prior to approval of the final plat. Construction design plans shall be submitted and approved by the city engineer. All such improvements shall be in accordance with the comprehensive plan and constructed in compliance with construction standard specifications adopted by the city. Existing natural features which enhance the attractiveness of the subdivision and community, such as mature trees, watercourses, rock outcroppings, established shrub masses and historic areas, shall be preserved through design of the subdivision.

			<i>Findings</i>	<i>This standard is not applicable as this project combines two lots within the original Ketchum Townsite. No improvements are proposed or required for the lot consolidation.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.B	Improvement Plans: Prior to approval of final plat by the commission, the subdivider shall file two (2) copies with the city engineer, and the city engineer shall approve construction plans for all improvements required in the proposed subdivision. Such plans shall be prepared by a civil engineer licensed in the state.
			<i>Findings</i>	<i>This standard is not applicable as this project combines two lots within the original Ketchum Townsite. No additional improvements are proposed or required for the lot consolidation.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.C	Prior to final plat approval, the subdivider shall have previously constructed all required improvements and secured a certificate of completion from the city engineer. However, in cases where the required improvements cannot be constructed due to weather conditions or other factors beyond the control of the subdivider, the city council may accept, in lieu of any or all of the required improvements, a performance bond filed with the city clerk to ensure actual construction of the required improvements as submitted and approved. Such performance bond shall 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.
			<i>Findings</i>	<i>This standard is not applicable as this project combines two lots within the original Ketchum Townsite. No additional improvements are proposed or required for the lot consolidation.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	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

				<p>administrator and the subdivider. If a performance bond has been filed, the administrator shall forward a copy of the certification to the city clerk. Thereafter, the city clerk shall release the performance bond upon application by the subdivider.</p>
			<i>Findings</i>	<p>This standard is not applicable as this project combines two lots within the original Ketchum Townsite. No additional improvements are proposed or required for the lot consolidation.</p>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.E	<p>Monumentation: Following completion of construction of the required improvements and prior to certification of completion by the city engineer, certain land survey monuments shall be reset or verified by the subdivider's engineer or surveyor to still be in place. These monuments shall have the size, shape, and type of material as shown on the subdivision plat. The monuments shall be located as follows:</p> <ol style="list-style-type: none"> 1. All angle points in the exterior boundary of the plat. 2. All street intersections, points within and adjacent to the final plat. 3. All street corner lines ending at boundary line of final plat. 4. All angle points and points of curves on all streets. 5. The point of beginning of the subdivision plat description.
			<i>Findings</i>	<p><i>The applicant shall meet the required monumentation standards prior to recordation of the final plat.</i></p>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.040.F	<p>Lot Requirements:</p> <ol style="list-style-type: none"> 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

			<p>envelopes shall be established outside of hillsides of twenty five percent (25%) and greater and outside of the floodway. A waiver to this standard may only be considered for the following:</p> <p>a. For lot line shifts of parcels that are entirely within slopes of twenty five percent (25%) or greater to create a reasonable building envelope, and mountain overlay design review standards and all other city requirements are met.</p> <p>b. For small, isolated pockets of twenty five percent (25%) or greater that are found to be in compliance with the purposes and standards of the mountain overlay district and this section.</p> <p>3. Corner lots shall have a property line curve or corner of a minimum radius of twenty five feet (25') unless a longer radius is required to serve an existing or future use.</p> <p>4. Side lot lines shall be within twenty degrees (20°) to a right angle or radial line to the street line.</p> <p>5. Double frontage lots shall not be created. A planting strip shall be provided along the boundary line of lots adjacent to arterial streets or incompatible zoning districts.</p> <p>6. Every lot in a subdivision shall have a minimum of twenty feet (20') of frontage on a dedicated public street or legal access via an easement of twenty feet (20') or greater in width. Easement shall be recorded in the office of the Blaine County recorder prior to or in conjunction with recordation of the final plat.</p>
		<p><i>Findings</i></p>	<p><i>Standard #3 through #6 are not applicable as the preliminary plat consolidates two existing lots and no new lots will be created.</i></p> <p><i>The lot consolidation preliminary plat complies with standard #1. The applicant has proposed consolidating the two lots so that the new single-family residence will comply with the dimensional standards and setbacks required in the LR Zone.</i></p> <p><i>The contours of the site and the adjacent undisturbed hillside show that the natural slope of the development parcel exceeded 25% prior to the construction of the existing nonconforming home in 1977. The applicant has requested a waiver to create a reasonable building envelope on the consolidated development parcel. The application qualifies for the first waiver outlined, which states a waiver may be considered, "for lot line shifts of parcels that are entirely within slopes of 25% or greater to create a reasonable building envelope, and mountain overlay design review standards and all other City requirements are met." The proposed building envelope has been established at the lower elevation of the consolidated parcel. The proposed home is sited at the lower elevation of the parcel</i></p>

				<i>preserving the natural topography of the hillside above. The project protects the natural hillside by: (1) conforming to the existing home's building footprint and (2) containing all construction activity within the existing limits of disturbance on the subject property.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.G	<p>G. Block Requirements: The length, width and shape of blocks within a proposed subdivision shall conform to the following requirements:</p> <ol style="list-style-type: none"> 1. No block shall be longer than one thousand two hundred feet (1,200'), nor less than four hundred feet (400') between the street intersections, and shall have sufficient depth to provide for two (2) tiers of lots. 2. Blocks shall be laid out in such a manner as to comply with the lot requirements. 3. The layout of blocks shall take into consideration the natural topography of the land to promote access within the subdivision and minimize cuts and fills for roads and minimize adverse impact on environment, watercourses and topographical features. 4. Corner lots shall contain a building envelope outside of a seventy five foot (75') radius from the intersection of the streets.
			<i>Findings</i>	<i>N/A. This standard is not applicable as this project proposes to combine two existing lots within the original Ketchum Townsite. This application does not create a new block.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.H	<p>Street Improvement Requirements:</p> <ol style="list-style-type: none"> 1. The arrangement, character, extent, width, grade and location of all streets put in the proposed subdivision shall conform to the comprehensive plan and shall be considered in their relation to existing and planned streets, topography, public convenience and safety, and the proposed uses of the land; 2. All streets shall be constructed to meet or exceed the criteria and standards set forth in chapter 12.04 of this code, and all other applicable ordinances, resolutions or regulations of the city or any other governmental entity having jurisdiction, now existing or adopted, amended or codified; 3. Where a subdivision abuts or contains an existing or proposed arterial street, railroad or limited access highway right of way, the council may require a frontage street, planting strip, or similar design features; 4. Streets may be required to provide access to adjoining lands and provide proper traffic circulation through existing or future neighborhoods;

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

				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.
			<i>Findings</i>	<i>This standard is not applicable as this project combines two lots within the Ketchum Townsite and no alley improvements are proposed.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.J	<p>Required Easements: Easements, as set forth in this subsection, shall be required for location of utilities and other public services, to provide adequate pedestrian circulation and access to public waterways and lands.</p> <ol style="list-style-type: none"> 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.
			<i>Findings</i>	<i>This standard is not applicable as no easements are proposed or required for this project. The project does not create a new private street. This property is not adjacent to Warm Springs Road. The property does not border a watercourse, drainageway, channel, or stream.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	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.
			<i>Findings</i>	<i>This standard is not applicable as this project proposes to combine two existing lots within the original Ketchum Townsite. Sewer system improvements are not required for this lot consolidation.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	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.
			<i>Findings</i>	<i>This standard is not applicable as this project proposes to combine two existing lots within the original Ketchum Townsite. Water system improvements are not required for this lot consolidation.</i>

<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	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.
			<i>Findings</i>	<i>This standard is not applicable as this project proposes to combine two existing lots within the Ketchum Townsite. Planting strip improvements are not required for this project.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	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: <ol style="list-style-type: none"> 1. A preliminary soil report prepared by a qualified engineer may be required by the commission and/or council as part of the preliminary plat application. 2. Preliminary grading plan prepared by a civil engineer shall be submitted as part of all preliminary plat applications. Such plan shall contain the following information: <ol style="list-style-type: none"> a. Proposed contours at a maximum of five foot (5') contour intervals. b. Cut and fill banks in pad elevations. c. Drainage patterns. d. Areas where trees and/or natural vegetation will be preserved. e. Location of all street and utility improvements including driveways to building envelopes. f. Any other information which may reasonably be required by the administrator, commission or council to adequately review the affect of the proposed improvements. 3. Grading shall be designed to blend with natural landforms and to minimize the necessity of padding or terracing of building sites, excavation for foundations, and minimize the necessity of cuts and fills for streets and driveways. 4. Areas within a subdivision which are not well suited for development because of existing soil conditions, steepness of slope, geology or hydrology shall be allocated for open space for the benefit of future property owners within the subdivision.

			<p>5. Where existing soils and vegetation are disrupted by subdivision development, provision shall be made by the subdivider for revegetation of disturbed areas with perennial vegetation sufficient to stabilize the soil upon completion of the construction. Until such times as such revegetation has been installed and established, the subdivider shall maintain and protect all disturbed surfaces from erosion.</p> <p>6. Where cuts, fills, or other excavations are necessary, the following development standards shall apply:</p> <ul style="list-style-type: none"> 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.
			<p><i>Findings</i></p> <p><i>This standard is not applicable as this project proposes to combine two existing lots within the original Ketchum Townsite. No grading improvements are proposed or required for the lot consolidation. The grading improvements are shown the project plans submitted with Mountain Overlay Design Review Application File No. P22-042B.</i></p>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<p>16.04.040.O</p> <p>Drainage Improvements: The subdivider shall submit with the preliminary plat application such maps, profiles, and other data prepared by an engineer to indicate the proper drainage of the surface water to natural drainage courses or storm drains, existing or proposed. The location and width of the natural drainage courses shall be shown as an easement common to all owners within the subdivision and the city on the preliminary and final plat. All natural drainage courses shall be left</p>

				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.
			<i>Findings</i>	<i>This standard is not applicable as this project proposes to combine two existing lots within the original Ketchum Townsite. No drainage improvements are proposed or required for the lot consolidation. The drainage improvements are shown on the project plans approved with Mountain Overlay Design Review Application File No. P22-042B.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	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.
			<i>Findings</i>	<i>This standard is not applicable as this project proposes to combine two existing lots within the original Ketchum Townsite. No utility improvements are proposed or required for the lot consolidation. The drainage improvements are shown on the project plans approved with Mountain Overlay Design Review Application File No. P22-042B.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.Q	Off Site Improvements: Where the offsite impact of a proposed subdivision is found by the commission or council to create substantial additional traffic, improvements to alleviate that impact may be required of the subdivider prior to final plat approval, including, but not limited to, bridges, intersections, roads, traffic control devices, water mains and facilities, and sewer mains and facilities.
			<i>Findings</i>	<i>This standard is not applicable as this project proposes to combine two existing lots within the original Ketchum Townsite. Off-site improvements are not required or proposed with this project.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.040.R	Avalanche And Mountain Overlay: All improvements and plats (land, planned unit development, townhouse, condominium) created pursuant to this chapter shall comply with City of Ketchum Avalanche Zone District and Mountain Overlay Zoning District requirements as set forth in Title 17 of this Code.
			<i>Findings</i>	<i>The project complies with all Mountain Overlay Zoning District requirements and the Mountain Overlay design review criteria and standards specified in KMC §17.104.070.A.</i>

<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.S	Existing natural features which enhance the attractiveness of the subdivision and community, such as mature trees, watercourses, rock outcroppings, established shrub masses and historic areas, shall be preserved through design of the subdivision.
			<i>Findings</i>	<i>This standard is not applicable as this project proposes to combine two existing lots within the original Ketchum Townsite. The project plans submitted with Mountain Overlay Design Review Application File No. P22-042B specify the existing mature vegetation that is proposed to remain on the subject property.</i>

CONCLUSIONS OF LAW

1. The City of Ketchum is a municipal corporation established in accordance with Article XII of the Constitution of the State of Idaho and Title 50 Idaho Code and is required and has exercised its authority pursuant to the Local Land Use Planning Act codified at Chapter 65 of Title 67 Idaho Code and pursuant to Chapters 3, 9 and 13 of Title 50 Idaho Code to enact the ordinances and regulations, which ordinances are codified in the Ketchum Municipal Code (“KMC”) and are identified in the Findings of Fact and which are herein restated as Conclusions of Law by this reference and which City Ordinances govern the applicant’s Lot Consolidation Preliminary Plat & Waiver Application for the development and use of the project site.
2. The City Council has authority to hear the applicant’s Lot Consolidation Preliminary Plat & Waiver Application pursuant to Chapter 16.04 of Ketchum Code Title 16.
3. The City of Ketchum Planning Department provided notice for the review of this application in accordance with Ketchum Municipal Code §16.04.030.
4. The Lot Consolidation Subdivision Preliminary Plat application is governed under Chapter 16.04 of Ketchum Municipal Code.
5. The 691 N Spruce Avenue Residence Lot Consolidation Preliminary Plat & Waiver Application File No. P22-042B meets all applicable standards specified in Title 16 of Ketchum Municipal Code.

DECISION

THEREFORE, the Ketchum City Council **approves** this Lot Consolidation Preliminary Plat & Waiver Application File No. P22-042A this Monday, March 27, 2023 subject to the following conditions of approval.

CONDITIONS OF APPROVAL

1. The lot consolidation preliminary plat is subject to all conditions of approval associated with Mountain Overlay Design Review Application File No. P22-042B.
2. A certificate of occupancy shall not be issued until the final plat is review and approved by the City Council and recorded with the office of the Blaine County Clerk and Recorder.
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.

Findings of Fact **adopted** this 27th day of March 2023.

Neil Bradshaw
Mayor
City of Ketchum



City of Ketchum

CITY COUNCIL MEETING AGENDA MEMO

Meeting Date: Staff Member/Dept:

Agenda Item:

Recommended Motion:

I move to approve Contract #23071 with ArborCare Resources Inc. for plant health care services and integrated pest management services

Reasons for Recommendation:

- The City of Ketchum contracts with a professional vendor for plant health care and integrated pest management services. This includes monitoring trees and other vegetation on city properties and public right away, as well as pest prevention, fertilization and selective pruning for publicly owned trees and other vegetation.

Sustainability Impact:

This contract will insure, that only state of the art procedures will be used, and nothing will be treated twice.

Financial Impact:

None OR Adequate funds exist in account:	01-4194-4210 Professional services city trees
--	---

Attachments:

- | |
|-------------------------|
| 1. Contract Summary |
| 2. Purchase order 23071 |

2023 Contract Summary - City of Ketchum

Job Site	
City Hall	824
Little Park	240
Ore Wagon Museum	408
Rotary Park	696
Atkinsons Park/Hemingway/Pump Park	5,466
Forest Service Park	890
Guy Coles Skate Park	180
Warm Springs Water Facility	55
Street Department Building	55
Ketchum City Water Department	150
Park Circle Pumphouse	55
Lucy Loken Park	1,485
Ketchum Town Square	283
Farnlun Park	55
North Water Facility	65
City Corridor/Sidewalks/ROW	4,071
Total	\$14,978

Signature

Date:

x

Please sign here to accept the terms and conditions



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: 23071

To: 1196 ARBOR CARE BOX 397 HAILEY ID 83333	Ship to: CITY OF KETCHUM PO BOX 2315 KETCHUM ID 83340
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P. O. Date	Created By	Requested By	Department	Req Number	Terms
03/10/2023	BANCONA	BANCONA	Facilities Maintenance	0	

Quantity	Description	Unit Price	Total
1.00	PLANT HEALTHCARE CONTRACT 2023 01-4194-4210	14,978.00	14,978.00
	SHIPPING & HANDLING		0.00
	TOTAL PO AMOUNT		14,978.00

 Authorized Signature



City of Ketchum

CITY COUNCIL MEETING AGENDA MEMO

Meeting Date: Staff Member/Dept:

Agenda Item:

Recommended Motion:

I move to approve Purchase Orders #23007 to HDR Engineering for Task Order No. 5 – Sewer Collection System Master Plan with a combined not-to-exceed cost of \$133,200.00.

Reasons for Recommendation:

- This project will satisfy IDEQ wastewater treatment facility planning document requirements.
- This task order would authorize HDR Engineering to prepare a comprehensive collections facility plan, including modeling, for direction in sewer mainline repair, replacement, or upgrade.
- HDR Engineering has a Master Services Agreement with the City of Ketchum for engineering projects for the City.

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

Sustainability Impact:

- None OR state impact here: HDR Engineering will use the Ketchum Sustainability Action Plan for making energy efficiency and sustainability a key focus in their evaluation of system and equipment recommendations.

Financial Impact:

None OR Adequate funds exist in account:	Unlike other wastewater related projects, the cost for this contract will be the sole responsibility of the City of Ketchum. Funding for the task order will come from the Wastewater Capital Improvement Fund.
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Attachments:

1. HDR Task Order No. 5 - Engineering Services for the Sewer Collection Master Plan
2. Multiple Project Agreement with HDR Engineering, Inc.
3. Purchase Order 23007

TASK ORDER

This Task Order pertains to an Agreement by and between City of Ketchum, (“OWNER”), and HDR Engineering, Inc. (“ENGINEER”), dated September 13th, 2021, (“the Agreement”). Engineer shall perform services on the project described below as provided herein and in the Agreement. This Task Order shall not be binding until it has been properly signed by both parties. Upon execution, this Task Order shall supplement the Agreement as it pertains to the project described below.

TASK ORDER NUMBER: 5

PROJECT NAME: Sewer Collection Master Plan

PART 1.0 PROJECT DESCRIPTION: Refer to proposal dated August 29, 2022.

PART 2.0 SCOPE OF SERVICES TO BE PERFORMED BY ENGINEER ON THE PROJECT: Refer to proposal dated August 29, 2022.

PART 3.0 OWNER’S RESPONSIBILITIES: Refer to proposal dated August 29, 2022.

PART 4.0 PERIODS OF SERVICE: Refer to proposal dated August 29, 2022.

PART 5.0 ENGINEER’S FEE: Refer to proposal dated August 29, 2022.

PART 6.0 OTHER:

This Task Order is executed this _____ day of _____, 2022.

CITY OF KETCHUM
"OWNER"

HDR ENGINEERING, INC.
"ENGINEER"

BY: _____

BY:  _____

NAME: _____

NAME: Kate Eldridge

TITLE: _____

TITLE: Senior Vice President

ADDRESS: _____

ADDRESS: 412 E Parkcenter Blvd, Ste 100
Boise, ID 83706

August 29, 2022

Mick Mummert
City of Ketchum
Utilities Department, Wastewater Division Supervisor
110 River Ranch Road
Ketchum, ID 83340
Sent via email to: mmummert@ketchumidaho.org

Subject: ***Proposal for Engineering Services for the Sewer Collection Master Plan***

Dear Mick,

HDR|SPF is pleased to provide the following scope of work and cost proposal for engineering services related to the Sewer Collection Master Plan Project.

BACKGROUND

The City’s Utilities Department (City) recently accepted oversight of the sewer collection system. The City would like to undertake a comprehensive facility plan of their sewer collection system to better understand the system and to assist in budgeting replacement activities. The goal of the plan is to establish a Capital Improvement Plan (CIP) for collection mains that need repair, replacement, and/or upgrade over the next 20-year span.

The City has a thorough GIS system that includes the sewer collection system. The data files include manhole drop lengths from rim elevations, collection main sizing, and other pertinent data. A hydraulic model for the City’s system does not exist and a new model will have to be created as part of this scope of work.

SCOPE OF WORK

HDR|SPF will prepare a Sewer Collection Master Plan (SCMP) document to provide planning data and analysis and meet Idaho Department of Environmental Quality requirements. The SCMP will be organized as follows:

Proposed Water Master Plan Contents

- 1 Executive Summary
- 2 City Planning (Growth Projections, Land Use, and City Planning Area)
- 3 Existing Collection Facilities (Capacities, Condition, and Needs)
- 4 Sewer Collection Flow Criteria (Average Dry Weather Flows, Average Wet Weather Flows, Peak Dry Weather Flows, Peak Wet Weather Flows)
- 5 System Analysis (Hydraulic Modeling, Capacity Analysis)
- 6 Collection System Needs (CCTV Review, Identify Current Deficiencies and Future Needs)
- 7 Capital Improvement Plan (Evaluate and Prioritize Capital Projects and Costs)



HDR|SPF will complete the following tasks to prepare the SCMP.

Task 1 – Project Management and Meetings

Project Management

This task includes managing the project team to track time and budget, work elements accomplished, work items planned for the next period, and budget needed to complete the project. This task also includes the preparation of project progress reports. This effort assumes that the project will last approximately one year from inception to completion. The schedule will be presented at the kick-off meeting. A detailed action item and decision log will be maintained throughout the project to facilitate smooth project execution and clearly delineate responsibilities and deadlines.

Kick-off Meeting

HDR|SPF and City staff will hold a kick-off meeting to initiate the project. The objectives of the meeting will include reviewing the project scope, budget, and schedule, and touring sewer system facilities of concern. It is assumed that a tour of the facilities of concern can be accomplished during the kick-off meeting and that the City will invite the relevant stakeholders to the kick-off meeting. Special concerns of all parties will be addressed so that they are included in the preparation of the Master Plan.

Progress Meetings and Coordination

HDR|SPF will coordinate and attend up to two (2) in-person meetings with the City. An agenda and notes will be prepared for each meeting. HDR|SPF will attend three (3) Zoom-type meetings with City staff to discuss project status, address potential issues with the team, or share screens to confirm various analysis elements. It is assumed that each meeting (either in person or Zoom-type) will last approximately 1 hour.

Deliverables *Kick-off meeting agenda, minutes, and action items*
Monthly invoices (project duration)
General coordination throughout the project duration

Task 2 – Review Existing Documents and Information/Data

HDR|SPF will collect and review the City's relevant planning documents including:

- Previous planning studies
- GIS geo-database
- CCTV videos
- Flow meter data from the wastewater treatment plant and any monitored manholes.

It is assumed that the City will assist in providing the data in a useable format.

Deliverable *Data collection list (electronic file format)*

Task 3 – City Planning

HDR|SPF will prepare Section 2 of the SCMP to document the City's planning information including planning area, land use projections, and population growth projections. A planning horizon of 20 years will be used for overall planning purposes. We assume the City will provide demographic projections for the City's service area for the 20-year period.

Deliverable *Master Plan Section 2 – City Planning Summary (Chapter 1 will be the Plan’s Executive Summary)
Growth Projections, Planning Area, and Land Use*

Task 4 – Existing Sewer Collection System Facilities

HDR|SPF will review the GIS as part of Task 2. This information will be used as a baseline to develop the framework for a hydraulic model using Bentley’s SewerCAD/SewerGEMS software. As part of this effort, HDR|SPF will use the City’s GIS geo-database to develop the sewer network model to include pipes and manholes. Manholes will be included where pipelines intersect or where change of diameter, slope, materials, or year of installation occur. Elevations for manhole rims and inverts will be pulled from the GIS data. It is assumed that the City will collect and provide any missing elevation data not included in the GIS. System facilities will be added into the model that include gravity mains, lift stations, and force mains up to the entrance to the wastewater treatment plant.

HDR|SPF will create dry and wet weather flow, and peak flow scenarios to reflect near term and long-term conditions (total of 6 scenarios) to be used for the CIP development. HDR|SPF will incorporate the sewer system layouts from planning documents for areas with known developments.

Flow monitoring at specific junctions will be needed for developing land-use specific loading patterns for the base wastewater inflows tributary to each flow monitoring location, and to calibrate the model to ensure that it is generating results suitable for this planning study. Developing a flow monitoring program will be included within Task 5. HDR|SPF will calibrate the wet-weather model to determine impacts of infiltration and inflow (I/I) on the collection system using the events captured throughout the one-month monitoring period, while the dry-weather model will be calibrated using data from the dry days in the flow monitoring period. If sufficient wet weather data is not obtained during the monitoring period, historical precipitation data and historical wastewater flows from the wastewater treatment plant will be reviewed to evaluate the impact of I/I on the collection system.

Deliverable *Master Plan Section 3 – Existing Collection Facilities*

Task 5 – Develop Flow Monitoring Program and Land Use Criteria

Flow Monitoring Program

HDR|SPF will work with City Staff to develop a flow monitoring plan to identify strategic locations within the system to collect wastewater flow information for a one-month period. It is suggested that the City consider purchasing flowmeters so that yearly data would be available. This will be considered in addition to having the City hire an outside company directly that specifically installs and rents such equipment for the purpose of these types of studies. Collection of flow information will assist in establishing the baseline conditions and quantity of sewer flows within the collection system. Dry periods within the monitoring period, as well as historical records of the wastewater treatment plant (if applicable), will be used to establish dry weather flow factors. While flow data captured during wet weather events will be used to determine I/I rates and establish I/I parameters for model development and calibration. HDR|SPF will work with the City to confirm the flow

monitoring sites. Once monitoring is completed, the City will provide the data for HDR|SPF to review and organize for use during sewer model calibration.

Development of Land Use Criteria

The existing average dry weather flows (ADWF), average wet weather flows (AWWF), and peak dry weather flows (PDWF) and peak wet weather flows (PWWF) from the monitoring program will be used to update the average I/I factor. Areas near residential, commercial, industrial, and or institutional users, which may contribute significantly to wastewater flows, will be identified and investigated individually through discussions with City staff. This will help develop water flow coefficients for each land use category (gpd/ac).

Flow coefficients will also be used in combination with population and land-use projections established to project future wastewater flows. The population projections will be developed for a 20-year increment through the 2042 planning year. Projections will be reviewed and discussed with City staff prior to using the projections in the hydraulic model or Master Plan

Deliverable *Master Plan Section 4 – Sewer Collection Flow Criteria*

Task 6 – System Analysis

Using the updated and calibrated hydraulic model and approved evaluation criteria, HDR|SPF will conduct an existing and future system analysis for the sewer collection system. Findings from this analysis and review of the CCTV videos (Task 7) will be used to develop the CIP (Task 8).

Gravity Evaluation

HDR|SPF will review the capacity of the gravity and force mains under PDWF and PWWF conditions for both the existing and the 20-year planning horizon. The maximum flow depth to pipeline diameter d/D ratio for gravity sewer will be analyzed. Capacity constraints identified in existing mains will be noted and improvement recommendations will be identified for inclusion in the CIP developed under Task 8.

Lift Station Capacity Evaluation

HDR|SPF will review the capacity of lift stations under PDWF and PWWF conditions for both the existing and the 20-year planning horizon. Capacity limitations will be noted and improvement recommendations to mitigate deficiencies will be identified for inclusion in the CIP (Task 8).

Deliverable *Master Plan Section 5 – System Analysis*

Task 7 – CCTV Review

The City has indicated that they have cleaned and videoed specific collection mains in the past. This operation has been hampered due to equipment breakage. HDR|SPF will assist the City in reviewing CCTV data collected to date and to develop a program to collect information on the remaining lines. Data collection can be completed either by the City or through a contractor directly hired by the City. If pipeline age information is available, a desktop assessment of the below ground assets will be performed based on pipe age, material, existing CCTV data, and other available information from the City. HDR|PSF will use the results of the initial analysis and the City's knowledge of problem areas to identify additional areas for CCTV inspection. HDR|SPF has budgeted 80 hours

to review existing and proposed CCTV videos and to provide condition scoring of the pipelines based upon review. Additional time can be added with an addendum based upon the number of videos available for viewing.

Deliverable *Master Plan Section 6 – Collection System Needs*

Task 8 – Capital Improvement Plan

HDR|SPF will consolidate recommendations resulting from analysis performed in Tasks 6 and 7 and develop planning-level cost estimates for each recommended improvement for inclusion in the City's CIP. Planning costs will be prepared using planning-level V cost estimating assumptions for the wastewater system facilities within the collection system. These unit costs, contingency, and mark-up factors will reflect the most current market condition in the region and will be prepared and discussed with City staff prior to development of the CIP. All CIP projects and planning costs will be summarized in tabular format by project ID, facility type, and priority.

An exhibit will be prepared to depict the locations of the proposed system improvement with matching ID's. Prioritization of the capital, rehabilitation, and replacement recommendations will be performed with input from City staff. The prioritization will include the near-term and long-term planning horizon.

Deliverable *Master Plan Section 7 – Capital Improvement Plan*

Task 9 – Master Plan Reports

HDR|SPF will compile the work conducted in previous tasks and consolidate sections into a draft report. The draft will also include an Executive Summary that summarized the assumptions, analysis criteria, report findings, and CIP recommendations. A draft report will be provided in a digital format (PDF) for the City's review. Comments from the draft will be incorporated into a Final Master Plan. The Final Sewer Collection Master Plan will be signed/stamped by a civil engineer and provided to the City in an electronic copy (PDF).

HDR|SPF will submit the Final SCMP to Idaho DEQ for review and approval. This budget includes one response to City and IDEQ comments and resubmittal to each agency.

Deliverable *Master Plan Section 1 – Executive Summary*
Draft Master Plan
Final Master Plan

INCLUDED IN SCOPE

- Submission of the Wastewater Collection Master Plan to Idaho DEQ for review and approval. This budget includes one response to City and IDEQ comments and resubmittal to each agency.

NOT INCLUDED IN SCOPE

- Manhole flow testing and metering (conducted by City or others)
- Hydraulic model runs for scenarios other than current and 20-year
- Environmental Information Document and associated meetings
- Declining Balance Analysis

- In-field survey of existing infrastructure
- Project administration with IDEQ

SCHEDULE

A total project schedule of approximately 8 to 10 months is anticipated to complete the Sewer Collection Master Plan, once required data is received from the City. Project schedules are dependent upon many factors, including IDEQ review time, and data and work performed by others.

ESTIMATED COSTS

HDR|SPF proposes to perform this work on a time and materials basis. ENGINEER’s hourly rates are based on their raw labor rate multiplied by 3.23. Direct costs (photocopy, postage, subcontractors, etc.) are billed at actual cost plus 15%. Invoices will generally be sent monthly. Estimated costs will depend on the extent of effort required to complete the Tasks. Hourly billing rates will be adjusted on January 1st each year.

Table 1. Estimated Costs by Task

Task 1 – Project Management and Meetings	\$ 15,500
Task 2 – Review Existing Documents and Information/Data	\$ 2,400
Task 3 – City Planning	\$ 4,600
Task 4 – Existing Sewer Collection System Facilities	\$ 26,200
Task 5 – Develop Flow Monitoring Program and Land Use Criteria	\$ 8,800
Task 6 – System Analysis	\$ 20,600
Task 7 – CCTV Review	\$ 12,800
Task 8 – Capital Improvement Plan	\$ 19,200
Task 9 – Master Plan Reports	\$ 23,100
TOTAL	\$133,200


AGREEMENT


If this proposal meets with your approval, please sign the attached task order document.

Please return a signed copy of Task Order #5 to our office. We look forward to continuing to serve the City of Ketchum on this project.

Respectfully submitted:

HDR|SPF

By 
 Robert R. Hardgrove, P.E.
 Vice President

By 
 Michael Boeck, P.E.
 Senior Project Manager

CONTRACT NO. 20703

MASTER SHORT FORM AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT is made as of this 13th day of September, 2021, between City of Ketchum, hereinafter referred to as "OWNER", and HDR Engineering, Inc., hereinafter referred to as "ENGINEER" or "CONSULTANT," for engineering services as described in this Agreement.

WHEREAS, OWNER desires to retain ENGINEER, a professional engineering firm, to provide professional engineering, consulting and related services ("Services") on one or more projects in which the OWNER is involved; and

WHEREAS, ENGINEER desires to provide such services on such projects as may be agreed, from time to time, by the parties;

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

SECTION I. PROJECT TASK ORDER

- 1.1 This Agreement shall apply to as many projects as OWNER and ENGINEER agree will be performed under the terms and conditions of this Agreement. Each project ENGINEER performs for OWNER hereunder shall be designated by a "Task Order." A sample Task Order is attached to this Agreement and marked as Exhibit "A". No Task Order shall be binding or enforceable unless and until it has been properly executed by both OWNER and ENGINEER. Each properly executed Task Order shall become a separate supplemental agreement to this Agreement.
- 1.2 In resolving potential conflicts between this Agreement and the Task Order pertaining to a specific project, the terms of this Agreement shall control.
- 1.3 ENGINEER will provide the Scope of Services as set forth in Part 2 of each Task Order.

SECTION II. RESPONSIBILITIES OF OWNER

In addition to the responsibilities described in paragraph 6 of the attached "HDR Engineering, Inc. Terms and Conditions for Professional Services," OWNER shall have the responsibilities described in Part 3 of each Task Order.

This Task Order is executed this 13th day of September, 2021.

City of Ketchum
"OWNER"

BY: 

NAME: _____

TITLE: _____

ADDRESS: _____

HDR ENGINEERING, INC.
"ENGINEER"

BY: 

NAME: Kate Eldridge

TITLE: Vice President

ADDRESS: 412 E Parkcenter Blvd
Suite 100
Boise, Idaho 83706

HDR Engineering, Inc. Terms and Conditions for Professional Services

1. STANDARD OF PERFORMANCE

The standard of care for all professional engineering, consulting and related services performed or furnished by ENGINEER and its employees under this Agreement will be the care and skill ordinarily used by members of ENGINEER's profession practicing under the same or similar circumstances at the same time and in the same locality. ENGINEER makes no warranties, express or implied, under this Agreement or otherwise, in connection with ENGINEER's services.

2. INSURANCE/INDEMNITY

ENGINEER agrees to procure and maintain, at its expense, Workers' Compensation insurance as required by statute; Employer's Liability of \$250,000; Automobile Liability insurance of \$1,000,000 combined single limit for bodily injury and property damage covering all vehicles, including hired vehicles, owned and non-owned vehicles; Commercial General Liability insurance of \$1,000,000 combined single limit for personal injury and property damage; and Professional Liability insurance of \$1,000,000 per claim for protection against claims arising out of the performance of services under this Agreement caused by negligent acts, errors, or omissions for which ENGINEER is legally liable. If flying an Unmanned Aerial System (UAS or drone), ENGINEER will procure and maintain aircraft unmanned aerial systems insurance of \$1,000,000 per occurrence.

OWNER shall be made an additional insured on Commercial General and Automobile Liability insurance policies and certificates of insurance will be furnished to the OWNER. ENGINEER agrees to indemnify OWNER for third party personal injury and property damage claims to the extent caused by ENGINEER's negligent acts, errors or omissions. However, neither Party to this Agreement shall be liable to the other Party for any special, incidental, indirect, or consequential damages (including but not limited to loss of use or opportunity; loss of good will; cost of substitute facilities, goods, or services; cost of capital; and/or fines or penalties), loss of profits or revenue arising out of, resulting from, or in any way related to the Project or the Agreement from any cause or causes, including but not limited to any such damages caused by the negligence, errors or omissions, strict liability or breach of contract.

3. OPINIONS OF PROBABLE COST (COST ESTIMATES)

Any opinions of probable project cost or probable construction cost provided by ENGINEER are made on the basis of information available to ENGINEER and on the basis of ENGINEER's experience and qualifications, and represents its judgment as an experienced and qualified professional engineer. However, since ENGINEER has no control over the cost of labor, materials, equipment or services furnished by others, or over the contractor(s)' methods of determining prices, or over competitive bidding or market conditions, ENGINEER does not guarantee that proposals, bids or actual project or construction cost will not vary from opinions of probable cost ENGINEER prepares.

4. CONSTRUCTION PROCEDURES

ENGINEER's observation or monitoring portions of the work performed under construction contracts shall not relieve the contractor from its responsibility for performing work in accordance with applicable contract documents. ENGINEER shall not control or have charge of, and shall not be responsible for, construction means, methods, techniques, sequences, procedures of construction, health or safety programs or precautions connected with the work and shall not manage, supervise, control or have charge of construction.

ENGINEER shall not be responsible for the acts or omissions of the contractor or other parties on the project. ENGINEER shall be entitled to review all construction contract documents and to require that no provisions extend the duties or liabilities of ENGINEER

beyond those set forth in this Agreement. OWNER agrees to include ENGINEER as an indemnified party in OWNER's construction contracts for the work, which shall protect ENGINEER to the same degree as OWNER. Further, OWNER agrees that ENGINEER shall be listed as an additional insured under the construction contractor's liability insurance policies.

5. CONTROLLING LAW

This Agreement is to be governed by the law of the state where ENGINEER's services are performed.

6. SERVICES AND INFORMATION

OWNER will provide all criteria and information pertaining to OWNER's requirements for the project, including design objectives and constraints, space, capacity and performance requirements, flexibility and expandability, and any budgetary limitations. OWNER will also provide copies of any OWNER-furnished Standard Details, Standard Specifications, or Standard Bidding Documents which are to be incorporated into the project.

OWNER will furnish the services of soils/geotechnical engineers or other consultants that include reports and appropriate professional recommendations when such services are deemed necessary by ENGINEER. The OWNER agrees to bear full responsibility for the technical accuracy and content of OWNER-furnished documents and services.

In performing professional engineering and related services hereunder, it is understood by OWNER that ENGINEER is not engaged in rendering any type of legal, insurance or accounting services, opinions or advice. Further, it is the OWNER's sole responsibility to obtain the advice of an attorney, insurance counselor or accountant to protect the OWNER's legal and financial interests. To that end, the OWNER agrees that OWNER or the OWNER's representative will examine all studies, reports, sketches, drawings, specifications, proposals and other documents, opinions or advice prepared or provided by ENGINEER, and will obtain the advice of an attorney, insurance counselor or other consultant as the OWNER deems necessary to protect the OWNER's interests before OWNER takes action or forebears to take action based upon or relying upon the services provided by ENGINEER.

7. SUCCESSORS, ASSIGNS AND BENEFICIARIES

OWNER and ENGINEER, respectively, bind themselves, their partners, successors, assigns, and legal representatives to the covenants of this Agreement. Neither OWNER nor ENGINEER will assign, sublet, or transfer any interest in this Agreement or claims arising therefrom without the written consent of the other. No third party beneficiaries are intended under this Agreement.

8. RE-USE OF DOCUMENTS

All documents, including all reports, drawings, specifications, computer software or other items prepared or furnished by ENGINEER pursuant to this Agreement, are instruments of service with respect to the project. ENGINEER retains ownership of all such documents. OWNER may retain copies of the documents for its information and reference in connection with the project; however, none of the documents are intended or represented to be suitable for reuse by OWNER or others on extensions of the project or on any other project. Any reuse without written verification or adaptation by ENGINEER for the specific purpose intended will be at OWNER's sole risk and without liability or legal exposure to ENGINEER, and OWNER will defend, indemnify and hold harmless ENGINEER from all claims, damages, losses and expenses, including attorney's fees, arising or resulting therefrom. Any such verification or adaptation will

entitle ENGINEER to further compensation at rates to be agreed upon by OWNER and ENGINEER.

9. TERMINATION OF AGREEMENT

OWNER or ENGINEER may terminate the Agreement, in whole or in part, by giving seven (7) days written notice to the other party. Where the method of payment is "lump sum," or cost reimbursement, the final invoice will include all services and expenses associated with the project up to the effective date of termination. An equitable adjustment shall also be made to provide for termination settlement costs ENGINEER incurs as a result of commitments that had become firm before termination, and for a reasonable profit for services performed.

10. SEVERABILITY

If any provision of this agreement is held invalid or unenforceable, the remaining provisions shall be valid and binding upon the parties. One or more waivers by either party of any provision, term or condition shall not be construed by the other party as a waiver of any subsequent breach of the same provision, term or condition.

11. INVOICES

ENGINEER will submit monthly invoices for services rendered and OWNER will make payments to ENGINEER within thirty (30) days of OWNER's receipt of ENGINEER's invoice.

ENGINEER will retain receipts for reimbursable expenses in general accordance with Internal Revenue Service rules pertaining to the support of expenditures for income tax purposes. Receipts will be available for inspection by OWNER's auditors upon request.

If OWNER disputes any items in ENGINEER's invoice for any reason, including the lack of supporting documentation, OWNER may temporarily delete the disputed item and pay the remaining amount of the invoice. OWNER will promptly notify ENGINEER of the dispute and request clarification and/or correction. After any dispute has been settled, ENGINEER will include the disputed item on a subsequent, regularly scheduled invoice, or on a special invoice for the disputed item only.

OWNER recognizes that late payment of invoices results in extra expenses for ENGINEER. ENGINEER retains the right to assess OWNER interest at the rate of one percent (1%) per month, but not to exceed the maximum rate allowed by law, on invoices which are not paid within thirty (30) days from the date OWNER receives ENGINEER's invoice. In the event undisputed portions of ENGINEER's invoices are not paid when due, ENGINEER also reserves the right, after seven (7) days prior written notice, to suspend the performance of its services under this Agreement until all past due amounts have been paid in full.

12. CHANGES

The parties agree that no change or modification to this Agreement, or any attachments hereto, shall have any force or effect unless the change is reduced to writing, dated, and made part of this Agreement. The execution of the change shall be authorized and signed in the same manner as this Agreement. Adjustments in the period of services and in compensation shall be in accordance with applicable paragraphs and sections of this Agreement. Any proposed fees by ENGINEER are estimates to perform the services required to complete the project as ENGINEER understands it to be defined. For those projects involving conceptual or process development services, activities often are not fully definable in the initial planning. In any event, as the project progresses, the facts developed may dictate a change in the services to be performed, which may alter the scope. ENGINEER will inform OWNER of such situations so that changes in scope and adjustments to the time of performance and compensation can be made as required. If such change, additional services, or suspension of services results in an increase or decrease in the cost of or time required for performance of the services, an equitable adjustment shall be made, and the Agreement modified accordingly.

13. CONTROLLING AGREEMENT

These Terms and Conditions shall take precedence over any inconsistent or contradictory provisions contained in any proposal, contract, purchase order, requisition, notice-to-proceed, or like document.

14. EQUAL EMPLOYMENT AND NONDISCRIMINATION

In connection with the services under this Agreement, ENGINEER agrees to comply with the applicable provisions of federal and state Equal Employment Opportunity for individuals based on color, religion, sex, or national origin, or disabled veteran, recently separated veteran, other protected veteran and armed forces service medal veteran status, disabilities under provisions of executive order 11246, and other employment, statutes and regulations, as stated in Title 41 Part 60 of the Code of Federal Regulations § 60-1.4 (a-f), § 60-300.5 (a-e), § 60-741 (a-e).

15. HAZARDOUS MATERIALS

OWNER represents to ENGINEER that, to the best of its knowledge, no hazardous materials are present at the project site. However, in the event hazardous materials are known to be present, OWNER represents that to the best of its knowledge it has disclosed to ENGINEER the existence of all such hazardous materials, including but not limited to asbestos, PCB's, petroleum, hazardous waste, or radioactive material located at or near the project site, including type, quantity and location of such hazardous materials. It is acknowledged by both parties that ENGINEER's scope of services do not include services related in any way to hazardous materials. In the event ENGINEER or any other party encounters undisclosed hazardous materials, ENGINEER shall have the obligation to notify OWNER and, to the extent required by law or regulation, the appropriate governmental officials, and ENGINEER may, at its option and without liability for delay, consequential or any other damages to OWNER, suspend performance of services on that portion of the project affected by hazardous materials until OWNER: (i) retains appropriate specialist consultant(s) or contractor(s) to identify and, as appropriate, abate, remediate, or remove the hazardous materials; and (ii) warrants that the project site is in full compliance with all applicable laws and regulations. OWNER acknowledges that ENGINEER is performing professional services for OWNER and that ENGINEER is not and shall not be required to become an "arranger," "operator," "generator," or "transporter" of hazardous materials, as defined in the Comprehensive Environmental Response, Compensation, and Liability Act of 1990 (CERCLA), which are or may be encountered at or near the project site in connection with ENGINEER's services under this Agreement. If ENGINEER's services hereunder cannot be performed because of the existence of hazardous materials, ENGINEER shall be entitled to terminate this Agreement for cause on 30 days written notice. To the fullest extent permitted by law, OWNER shall indemnify and hold harmless ENGINEER, its officers, directors, partners, employees, and subconsultants from and against all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) caused by, arising out of or resulting from hazardous materials, provided that (i) any such cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or injury to or destruction of tangible property (other than completed Work), including the loss of use resulting therefrom, and (ii) nothing in this paragraph shall obligate OWNER to indemnify any individual or entity from and against the consequences of that individual's or entity's sole negligence or willful misconduct.

16. EXECUTION

This Agreement, including the exhibits and schedules made part hereof, constitute the entire Agreement between ENGINEER and OWNER, supersedes and controls over all prior written or oral

understandings. This Agreement may be amended, supplemented or modified only by a written instrument duly executed by the parties.

17. ALLOCATION OF RISK

OWNER AND ENGINEER HAVE EVALUATED THE RISKS AND REWARDS ASSOCIATED WITH THIS PROJECT, INCLUDING ENGINEER'S FEE RELATIVE TO THE RISKS ASSUMED, AND AGREE TO ALLOCATE CERTAIN OF THE RISKS, SO, TO THE FULLEST EXTENT PERMITTED BY LAW, THE TOTAL AGGREGATE LIABILITY OF ENGINEER (AND ITS RELATED CORPORATIONS, SUBCONSULTANTS AND EMPLOYEES) TO OWNER AND THIRD PARTIES GRANTED RELIANCE IS LIMITED TO THE LESSER OF \$1,000,000 OR ITS FEE, FOR ANY AND ALL INJURIES, DAMAGES, CLAIMS, LOSSES, OR EXPENSES (INCLUDING ATTORNEY AND EXPERT FEES) ARISING OUT OF ENGINEER'S SERVICES OR THIS AGREEMENT REGARDLESS OF CAUSE(S) OR THE THEORY OF LIABILITY, INCLUDING NEGLIGENCE, INDEMNITY, OR OTHER RECOVERY.

18. LITIGATION SUPPORT

In the event ENGINEER is required to respond to a subpoena, government inquiry or other legal process related to the services in connection with a legal or dispute resolution proceeding to which ENGINEER is not a party, OWNER shall reimburse ENGINEER for reasonable costs in responding and compensate ENGINEER at its then standard rates for reasonable time incurred in gathering information and documents and attending depositions, hearings, and trial.

19. NO THIRD PARTY BENEFICIARIES

No third party beneficiaries are intended under this Agreement. In the event a reliance letter or certification is required under the scope of services, the parties agree to use a form that is mutually acceptable to both parties.

20. UTILITY LOCATION

If underground sampling/testing is to be performed, a local utility locating service shall be contacted to make arrangements for all utilities to determine the location of underground utilities. In addition, OWNER shall notify ENGINEER of the presence and location of any underground utilities located on the OWNER's property which are not the responsibility of private/public utilities. ENGINEER shall take reasonable precautions to avoid damaging underground utilities that are properly marked. The OWNER agrees to waive any claim against ENGINEER and will indemnify and hold ENGINEER harmless from any claim of liability, injury or loss caused by or allegedly caused by ENGINEER's damaging of underground utilities that are not properly marked or are not called to ENGINEER's attention prior to beginning the underground sampling/testing.

21. UNMANNED AERIAL SYSTEMS

If operating UAS, ENGINEER will obtain all permits or exemptions required by law to operate any UAS included in the services. ENGINEER's operators have completed the training, certifications and licensure as required by the applicable jurisdiction in which the UAS will be operated. OWNER will obtain any necessary permissions for ENGINEER to operate over private property, and assist, as necessary, with all other necessary permissions for operations.

22. OPERATIONAL TECHNOLOGY SYSTEMS

OWNER agrees that the effectiveness of operational technology systems ("OT Systems") and features designed, recommended or assessed by ENGINEER are dependent upon OWNER's continued operation and maintenance of the OT Systems in accordance with all standards, best practices, laws, and regulations that govern the operation and maintenance of the OT Systems. OWNER shall be solely responsible for operating and maintaining the OT System in accordance with applicable industry standards (i.e. ISA, NIST, etc.)

and best practices, which generally include but are not limited to, cyber security policies and procedures, documentation and training requirements, continuous monitoring of assets for tampering and intrusion, periodic evaluation for asset vulnerabilities, implementation and update of appropriate technical, physical, and operational standards, and offline testing of all software/firmware patches/updates prior to placing updates into production. Additionally, OWNER recognizes and agrees that OT Systems are subject to internal and external breach, compromise, and similar incidents. Security features designed, recommended or assessed by ENGINEER are intended to reduce the likelihood that OT Systems will be compromised by such incidents. However, ENGINEER does not guarantee that OWNER's OT Systems are impenetrable and OWNER agrees to waive any claims against ENGINEER resulting from any such incidents that relate to or affect OWNER's OT Systems.

23. FORCE MAJEURE

ENGINEER shall not be responsible for delays caused by factors beyond ENGINEER's reasonable control, including but not limited to delays because of strikes, lockouts, work slowdowns or stoppages, government ordered industry shutdowns, power or server outages, acts of nature, widespread infectious disease outbreaks (including, but not limited to epidemics and pandemics), failure of any governmental or other regulatory authority to act in a timely manner, failure of the OWNER to furnish timely information or approve or disapprove of ENGINEER's services or work product, or delays caused by faulty performance by the OWNER's or by contractors of any level or any other events or circumstances not within the reasonable control of the party affected, whether similar or dissimilar to any of the foregoing. When such delays beyond ENGINEER's reasonable control occur, the OWNER agrees that ENGINEER shall not be responsible for damages, nor shall ENGINEER be deemed in default of this Agreement, and the parties will negotiate an equitable adjustment to ENGINEER's schedule and/or compensation if impacted by the force majeure event or condition.



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: 23007

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

P. O. Date	Created By	Requested By	Department	Req Number	Terms
10/01/2022	bancona	bancona	Utilities/Wastewater	0	

Quantity	Description	Unit Price	Total
1.00	TASK ORDER #5 - SEWER COLLECTION MAS 67-4350-7813	133,200.00	133,200.00
	SHIPPING & HANDLING		0.00
	TOTAL PO AMOUNT		133,200.00

 Authorized Signature



City of Ketchum

CITY COUNCIL MEETING AGENDA MEMO

Meeting Date: Staff Member/Dept:

Agenda Item:

Recommended Motion:

"I move to approve Purchase Order 23073 with Thatcher Company, Inc for the purchase of Aluminum Sulfate to be used at the wastewater treatment plant for the approximate amount of \$35,000.00."

Reasons for Recommendation:

- Aluminum Sulfate is used in the wastewater treatment process to promote coagulation and phosphorous removal.
- Addition of Aluminum Sulfate in the treatment process is necessary to comply with the phosphorous discharge limit required in our discharge permit.

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

Sustainability Impact:

None OR state impact here: None

Financial Impact:

None OR Adequate funds exist in account:	This is a budgeted expense with funds coming from the Chemicals line item of Wastewater Expenditures. Aluminum Sulfate is delivered by tanker trucks carrying approximately 4,000 gallons per delivery. Each delivery costs about \$7,500.00. This purchase order will be for the approximately six months' supply of Alum.
--	---

Attachments:

1. Purchase Order #23073



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: 23073

To: 4098 THATCHER COMPANY, INC. PO BOX 35146 LB 1106 SEATTLE WA 98124-5146	Ship to: CITY OF KETCHUM PO BOX 2315 KETCHUM ID 83340
--	---

P. O. Date	Created By	Requested By	Department	Req Number	Terms
03/20/2023	bancona	bancona	Utilities/Wastewater	0	

Quantity	Description			Unit Price	Total
1.00	ALUMINUM SULFATE	65-4350-3800	435001	35,000.00	35,000.00
				SHIPPING & HANDLING	0.00
				TOTAL PO AMOUNT	35,000.00

 Authorized Signature



City of Ketchum

CITY COUNCIL MEETING AGENDA MEMO

Meeting Date: Staff Member/Dept:

Agenda Item:

Recommended Motion:

I move to approve adding an additional firefighter/EMT position.

Reasons for Recommendation:

- Fire and EMS call volume increased by 18% between 2020 and 2022. Currently, call volume in 2023 is up an additional 23% over 2022. With more overlapping calls, maintaining daily staffing at 4 fire personnel is needed to cover 2 ambulances.
- The Blaine County Ambulance District approved an increase in contract payment of \$241,062 to maintain that staffing at 4 people. The fire department has been using part-time staff when possible, but part-time staff have not able to cover all the open shifts.
- This position will be filled through the end of the fiscal year. Continuation will be based on available funding for ambulance service.

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

Sustainability Impact:

None

Financial Impact:

None OR Adequate funds exist in account:	Adequate funds available in contract, budget amendment necessary.
--	---



City of Ketchum

CITY COUNCIL MEETING AGENDA MEMO

Meeting Date: 3.27.23 Staff Member/Dept: Aly Swindley / Administration

Agenda Item: Recommendation to Approve Memorandum of Understanding (MOU) with Resort Cities Coalition members.

Recommended Motion:

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

Reasons for Recommendation:

- Ketchum’s Agreement with lobbying firm McClure Policy, LLC provides for lobbying, advocacy, and policy services related to the particular interests of resort cities in the State of Idaho.
- Other Idaho resort cities with mutual and shared interests have indicated their desire to participate and help fund the costs of these services.
- The purpose of the MOU is to affirm the mutual benefits and interests of the cities and confirm the participation and terms of funding by the participating cities in cooperation with the City of Ketchum for these resort cities advocacy efforts.

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

Sustainability Impact:

None

Financial Impact:

None OR Adequate funds exist in account:	Non-Departmental. Reimbursements have been received from 18 participating cities as of March 15, 2023, for a total of \$14,000
--	--

Attachments:

1. Memorandum of Understanding #23-012 – City of Irwin, ID

MEMORANDUM OF UNDERSTANDING

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

1. **Background:** The City of Ketchum has entered into a Professional Services Agreement with the government relations and lobbying firm of McClure Policy, LLC. That Agreement provides for lobbying, advocacy, and policy services related to the particular interests of resort cities in the State of Idaho. Other Idaho resort cities with mutual and shared interests have indicated their desire to participate and help fund the costs of these services.
2. **Purpose:** The purpose of this MOU is to affirm the mutual benefits and interests of the cities and confirm the participation and terms of funding by the City of Irwin in cooperation with the City of Ketchum for these resort cities advocacy efforts.
3. **The City of Ketchum will:**
 - a. Serve as the primary point of contact with McClure Policy, LLC, manage the Professional Services Agreement, and be the party responsible for the terms of such Professional Services Agreement.
 - b. Coordinate and communicate with the coalition of participating resort cities to provide updates on the advocacy efforts and state policy and legislative efforts.
4. **The City of Irwin will:**
 - a. Coordinate, communicate, and participate with the City of Ketchum in providing input, feedback, and direction for resort cities advocacy efforts.
 - b. Contribute to the City of Ketchum in the amount of Two hundred fifty dollars (\$250.00) for reimbursement as a designated contribution to the costs of the Professional Services Agreement. This payment will be made within thirty (30) days of entering into this MOU.
5. **Term:** This MOU will be effective upon signature and for a five-month period, December 2022 through April of 2023. This MOU may be extended or otherwise amended in writing by the Parties. A party may withdraw from this MOU upon thirty (30) days written notice.
6. **Responsibility of Parties:** Each party will bear its own responsibility and liability, including insurance coverage, related to respective responsibilities. Each party will carry out its separate activities in a coordinated and mutually beneficial manner.

7. Principal Contacts:

City of Ketchum: Jade Riley, City Administrator
PO Box 2315
Ketchum, ID 83340
(208) 727-5084
jriley@ketchumidaho.org

City of Irwin:
Kelly Palmer, City Clerk
PO Box 253
Irwin, ID 83428
Irwin@Ida.net
208.483.4000

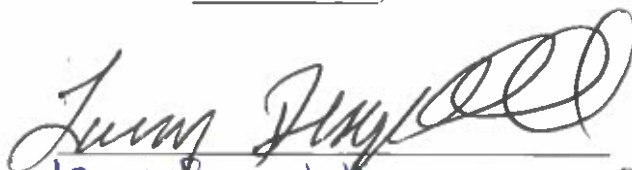
8. Nonexclusive: It is understood that additional Idaho resort cities intend to participate in and contribute to this advocacy effort and will enter similar MOUs with the City of Ketchum. This MOU is not exclusive, and the mutual responsibilities, benefits, and interests are intended to be shared within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

CITY OF KETCHUM, IDAHO

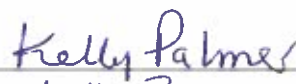
Neil Bradshaw Date
Mayor

Attest: Trent Donat
City Clerk & Business Manager

CITY OF Irwin, IDAHO



Larry Perzichilli Date
Mayor



Attest: Kelly Palmer
City Clerk



City of Ketchum

CITY COUNCIL MEETING AGENDA MEMO

Meeting Date: Staff Member/Dept:

Agenda Item:

Recommended Motion:

Reasons for Recommendation:

- The city has completed a Master Plan for the Warm Springs Preserve in partnership with the Wood River Land Trust. During the process, the public expressed strong support for future creek restoration
- As part of the master planning process, a budget was developed for full implementation of the plan. State/federal grants in concert with Land Trust funds were envisioned to be paired with existing city funds.
- This grant will leverage federal funds (\$1,733,154) with the existing city funds (\$1 million) from previous donations as well as the Land Trust funds

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

Sustainability Impact:

Financial Impact:

<input type="text" value="None OR Adequate funds exist in account:"/>	<input type="text" value="A balance of approx. \$1 million in donations exist in the Warm Springs Trust Account. The grant would bring in"/>
---	--

	\$1,733,154 in federal funds. Remaining funds would be from Wood River Land Trust funds.
--	--

Attachments:

1. Resolution 23-006

RESOLUTION NUMBER 23-006

A RESOLUTION OF THE CITY OF KETCHUM CITY COUNCIL
APPROVING AGRANT SUBMITTAL TO THE BUREAU OF RECLAMATION

WHEREAS, the City of Ketchum is applying for the Environmental Water Resources Project Grant to implement restoration phases of the Warm Springs Preserve Master Plan. The City of Ketchum is working in partnership with the Wood River Land Trust who wrote the grant; and

WHEREAS, the grant application is endorsed by watershed partners with formal letters of support from the U.S. Forest Service, Idaho Department of Fish and Game, Trout Unlimited, the Nature Conservancy, Flood Control District 9, Project Big Wood, and Blaine County; and

WHEREAS, the grant application request is for \$1,733,154. Under the terms of the grant, there will be three years from the date of the award (anticipated grant start date September 30, 2023) to raise the minimum 50% match (non-federal funds and in-kind) and complete construction of the project. The total match required from The City of Ketchum and partners is \$2,026,175. If awarded, funding will be used to implement phase 1A, 1B, and 4, of the Warm Springs Preserve Master Plan.

NOW THEREFORE BE IT RESOLVED by the Mayor and City Council of the City of Ketchum to:

1. Express full support for the grant application
2. Instruct city staff to submit the application with the Bureau of Reclamation
3. That if awarded, the City of Ketchum will work with the Bureau of Reclamation to meet established deadlines for entering into the grant or cooperative agreement,
4. If awarded, the Mayor or City Administrator is hereby authorized to enter into an agreement with the Bureau of Reclamation on behalf of the city

APPROVED BY THE CITY COUNCIL THIS 27th DAY OF MARCH, 2023.

THIS RESOLUTION WILL BE IN FULL FORCE AND EFFECT UPON ITS ADOPTION.

CITY OF KETCHUM, IDAHO

Mayor Neil Bradshaw

ATTEST

Trent Donat



City of Ketchum

CITY COUNCIL MEETING AGENDA MEMO

Meeting Date: March 27, 2023 Staff Member/Dept: Jade Riley/Administration

Agenda Item: Recommendation to approve Partnership Agreement with the Wood River Land Trust related to Warm Springs Preserve.

Recommended Motion:

"I move approval of the Partnership Agreement with the Wood River Land Trust related to restoration improvements at Warm Springs Preserve"

Reasons for Recommendation:

- On March 7, 2022, the City Council approved a memorandum of understanding (MOU) which outlined coordination efforts between the city and the Land Trust during the development of the Master Plan.
The partnership has been highly successful throughout the master planning process.
The proposed new partnership agreement outlines proposed coordination roles throughout the current fundraising phase as well as implementation of the restoration work.

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 assist with water quality and wildlife habitat
Flood conveyance improvements

Financial Impact:

Table with 2 columns: 'None OR Adequate funds exist in account:' and 'The city currently has \$1 million in a city trust account from previous donations. The Land Trust has previously allocated \$500,000 for the project and is in discussions with donors regarding additional funds. The city will make application to the Bureau of Reclamation for a \$1,733,154 grant.'

Attachments:

- 1. Partnership Agreement 23-013

Warm Springs Preserve Partnership Agreement 23-013
MEMORANDUM OF UNDERSTANDING
Between the City of Ketchum and Wood River Land Trust Company

Effective March 28, 2023, this Memorandum of Understanding (“MOU”) is between the Wood River Land Trust Company, an Idaho Nonprofit Corporation (“WRLT”) and the City of Ketchum, a political subdivision of the State of Idaho (“Ketchum”). This MOU seeks to establish roles and responsibilities between the two parties for the implementation of the Warm Springs Preserve Master Plan.

Ketchum desires to work with WRLT to restore the Creek to a naturally functioning and sustainable watercourse that hopefully, will mitigate the potential for flooding and its impacts in the current unnatural Creek, improve habitat for native flora and fauna and provide community outdoor recreational opportunities.

As a result, WRLT and Ketchum memorialize the following:

Fundraising

- All restricted gifts WRLT receives towards the project will include 5% fee for administrative purposes. All restricted funds received by WRLT will be held in a restricted account. All restricted funds received by the City will be held in a "Trust Fund"
- All restricted funds received by the City will be held in a "Trust Fund" for lasting preservation and stewardship of the WSP. Should the City cease stewardship or maintenance obligations, "Trust Funds" could be transferred to WRLT to meet those obligations under a contract for services.
- WRLT agrees to fundraise for all of the river restoration components of the project
- Fundraising priority will be the river restoration components but if donors would like to fund other components WRLT will honor their request and coordinate with the City
- All new naming opportunities for trails, benches, etc. will be coordinated with the City
- If fundraising goals are met to fund river restoration components WRLT reserves the right to use additional funds for maintenance of river restoration components post-construction, environmental monitoring of the project, staff time restricted to the project, and additional off-site projects that would benefit the Warm Springs Preserve.
- WRLT will commit staff time to apply for grants with a focus on river restoration components. If grants allow other project components WRLT staff will include them in the application

Management

- All signage will have both the City and WRLT logos and will be themed around joint collaboration
- WRLT is allowed representation at the annual fundraising event at the preserve
- In the future, if the City no longer wants to have the annual event WRLT reserves the right, not the obligation to hold the annual event to solely benefit the preserve
- WRLT will assist financially with weed management of the preserve

- WRLT is guaranteed access to all monitoring activities of the river restoration components and river health and will share all information/data with the city
- WRLT reserves the right to lead project tours and use this project in future media postings and educational outreach
- Once the new irrigation system is installed and restoration planting components are established all saved water from the project will be devoted to increasing instream flows via the Idaho Water Bank or other wildlife and fishery benefits at the direction of the WRLT
- The City will be the sponsor for all federal, state, and local permitting, and WRLT will be the lead in developing the applications
- WRLT will provide the staffing necessary to supervise the construction of the river restoration component
- WRLT and the City will coordinate public outreach language and materials regarding construction activities of the project

Although not an express agreement, merely an expression of anticipated or expected terms and conditions of a prospective agreement, all parties acknowledge and understand this is a framework for such an agreement and an approximate and fair interpretation of the parties' understanding to this point in the process and time.

Wood River Land Trust Company

By: _____

Its: _____

City of Ketchum

By: _____
Neil Bradshaw, Mayor

Attest: _____



City of Ketchum

CITY COUNCIL MEETING AGENDA MEMO

Meeting Date: Staff Member/Dept:

Agenda Item:

Recommended Motion:

"I move to approve the street closure for the Baldy Bash."

Reasons for Recommendation:

- The City of Ketchum supports special events.
- April 8TH, 2023; 7am-7pm; Picabo St. between Ritchie Dr. and Skiway Dr. for Baldy Bash
- Non-designated street closures require approval by the City Council.

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

N/A

Sustainability Impact:

None

Financial Impact:

None



City of Ketchum

CITY COUNCIL MEETING AGENDA MEMO

Meeting Date: Staff Member/Dept:

Agenda Item:

Recommended Motion:

"I move to approve the street closure for the US Alpine Nationals Opening Ceremony."

Reasons for Recommendation:

- The City of Ketchum supports special events.
- April 2nd, 2023; 1pm-9pm; East Ave between Sun Valley Rd and 4th Ave for the US Alpine Championships Opening Ceremony.
- Non-designated street closures require approval by the City Council.

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

N/A

Sustainability Impact:

None

Financial Impact:

None



City of Ketchum

PROCUREMENT MEMO

Meeting Date: 3/27/2023 Staff Member/Dept: Trent Donat/Administration

Agenda Item: Recommendation to Approve Emergency Plumbing Repairs for the Lift Tower Lodge

Recommended Motion:

I move to approve emergency plumbing repairs for the Lift Tower Lodge.

Summary of Procurement Process:

Bidder	Bid Price
Sawtooth Plumbing & Heating, Inc.	\$7,736.93
Wilro Plumbers	\$6,300.00
Evans Plumbing Inc	No response – Did initial repair to stop leak
Big Wood Plumbing	2 months out to schedule work

Low Bid Contractor	Bid Price	Budget Account/Number
Wilro Plumbers	\$6,300 Estimate	54 4410 5900

Background (if necessary):

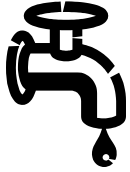
- Friday, March 17th, Unit in Lift Tower Lodge had major water damage...discovered leaking hot water heaters in mechanical room above unit.
- Water heaters are approximately 16 years old with the average life expectancy of 10 years for a water heater.
- Both 75-gallon water heaters need replaced.

Sustainability Impact:

None OR state impact here: The current hot water heaters are gas. We considered using electric hot water heaters, but this would have required an electrician to do wiring to accommodate and considering the emergency need for repairs with most of the tenants without hot water, it was not prudent.

Attachments:

1. Wilro Plumbers Estimate
2. Sawtooth Plumbing & Heating, Inc. Estimate
3. Purchase Order 23075



WILRO PLUMBERS

rex@wilro.net

P.O. BOX 192 12588 HWY 75 # F KETCHUM ID 83340 208 726 - 8280 208 726 - 5293 FAX

03/20/2023

PROPOSAL SUBMITTED TO: City of Ketchum	PHONE: 801-230-0388
STREET: 703 S. Main St.	JOB NAME:
CITY, STATE, ZIP Ketchum, ID 83340	JOB LOCATION: Lift tower Lodge
ATTENTION: Brian Schroeder	PROPOSAL:

Plumbing work to be completed @ 703 S. Main St. Lift tower Lodge.

Estimate includes.

- Installation and removal of 2x 75 Gallon gas water heaters: \$3150.00 each for a total of \$6300.00. Included in that price is the labor, materials to install 2x 75 Gallon water heaters.

Quote excludes.

- Any fixtures.
- Coring or cutting of concrete.
- Abnormal working conditions.

Labor & material to complete installation of above for the sum of; (\$6300.00)
(Six Thousand Three hundred)

Thank you for the opportunity to submit this estimate.
Please contact our office (208) 726-8280 with question/concerns.

Respectfully,
Wilro Plumbers LLC

Sawtooth Plumbing & Heating, Inc.

722 N Main Street
 Bellevue, ID 83313
 208-788-7920, Fax 208-788-4117

Estimate

Date	Est #
3/20/2023	32616

Public Works License # 005465-C-4

City of Ketchum
PO Box 2315
Ketchum, ID 83340

Job:	703 S. Main St. Ketchum			
Project	Lift Tower Lodge, 703 S. Main St. Ketchum			
Qty	Item	Description	Cost	Total
		March 20, 2023 Estimate to drain down and remove the old water heaters and install 2 new Rheem 75 gallon gas water heaters.		
8	Bid	Labor Hours	128.50	1,028.00
8	Bid	Labor Hours	128.50	1,028.00
8	Bid	Labor Hours	108.00	864.00
2	Bid	Rheem 75 gallon gas water heater	1,827.00	3,654.00
2	Bid	Water heater pan	50.2632	100.53
4	Bid	24" water heater flex	23.2672	93.07
2	Bid	24" gas flex	29.9024	59.80
1	Bid	9 gallon expansion tank	459.5292	459.53
2	Bid	Disposal Fee	75.00	150.00
1	Bid	Misc Supplies	300.00	300.00
Total				\$7,736.93



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: 23075

To: 4448 WILRO PLUMBERS LLC P.O. BOX 192 KETCHUM ID 83340	Ship to: CITY OF KETCHUM PO BOX 2315 KETCHUM ID 83340
--	---

P. O. Date	Created By	Requested By	Department	Req Number	Terms
03/22/2023	bancona	bancona	Facilities Maintenance	0	

Quantity	Description	Unit Price	Total
1.00	WATER HEATER REPLACEMENTS-LIFT TOW 54-4410-5900	6,300.00	6,300.00
	SHIPPING & HANDLING		0.00
	TOTAL PO AMOUNT		6,300.00

 Authorized Signature



City of Ketchum

CITY COUNCIL MEETING AGENDA MEMO

Meeting Date: Staff Member/Dept:

Agenda Item:

Recommended Motion:

- Motion 1: I move approval of the second and third reading of Ordinance #1247 and #1248.
- Motion 2: I move approval of Ordinance #1247, Ordinance #1248, Preliminary Official Statement, and Continuing Disclosure Agreement.

Reasons for Recommendation:

- During the February 21st Council meeting, the city’s financial advisor (Zions Public Finance) and bond counsel (Skinner-Fawcett) provided a status update related to the first issuance of debt to fund needed improvements at the wastewater treatment facility
- Issuance of revenue bonds in the short-term will prevent significant customer rate increases
- Staff is proposing to proceed with the following steps:
 - March 27th - second and third reading
 - April 11th – bond sale
 - April 25th – bond closing

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

The city retained HDR Engineering to update the previous Wastewater Facility Plan and create a new twenty-year Capital Improvement Plan to meet the needs of the town and comply with regulations set forth by the Idaho Department of Environmental Quality.

The Capital Improvement Plan (CIP) calls for \$37,207,000 (2022 dollars) in future investments to upgrade the treatment plant. Different financial scenarios were developed to fund the CIP. The city evaluated two financing options to implement the plan. Option one was a non-debt approach which would have required customer rates to be adjusted 60% in FY23, and 25% in FY24 and FY25. Option two was the utilization of debt which would require a 7% rate adjustment in FY23 and 5% in subsequent years. The recommended financial model assumes a 50/50 split in CIP costs with the Sun Valley Water & Sewer District. The district board has been briefed on the new CIP plan/costs and has expressed no concerns. On November 8, 2022, voters approved the issuance of up to \$14,000,000 in revenue bonds.

Sustainability Impact:

The treatment plant discharges into the Big Wood River. One of the major focuses of the capital improvements is to meet current and future water quality standards. The city already utilized a water reuse approach to service irrigation needs. The plan also reviewed any opportunities to reduce the consumption of electricity. Lastly, the plan seeks to transition biosolids to compost materials.

Financial Impact:

None OR Adequate funds exist in account:	Zions and city staff are recommending the first issuance of \$7,000,000 in revenue bonds to fund the first phase of the Capital Improvement Plan.
--	---

Attachments:

- | |
|------------------------------------|
| 1. Master Ordinance 1247 |
| 2. Series Ordinance 1248 |
| 3. Preliminary Official Statement |
| 4. Continuing Disclosure Agreement |

CITY OF KETCHUM

ORDINANCE NO. 1247

BY THE COUNCIL:

BREEN, DAVID, HAMILTON,
AND SLANETZ

MASTER ORDINANCE

AN ORDINANCE OF THE CITY OF KETCHUM, BLAINE COUNTY, STATE OF IDAHO, AUTHORIZING THE ISSUANCE AND SALE OF WASTEWATER REVENUE BONDS IN ONE OR MORE SERIES TO PROVIDE FUNDS NECESSARY TO FINANCE OR REFINANCE IMPROVEMENTS TO THE CITY'S WASTEWATER SYSTEM; FIXING THE FORM, COVENANTS AND CERTAIN TERMS OF THE BONDS TO BE ISSUED; PROVIDING FOR THE REGISTRATION AND AUTHENTICATION OF BONDS; PLEDGING NET REVENUES FOR PAYMENT OF DEBT SERVICE ON BONDS ISSUED HEREUNDER; PROVIDING FOR CERTAIN FEDERAL TAX COVENANTS WITH RESPECT TO TAX-EXEMPT BONDS ISSUED HEREUNDER; PROVIDING FOR OTHER MATTERS PROPERLY RELATING THERETO; ORDERING PUBLICATION; APPROVING A SUMMARY OF THE ORDINANCE; PROVIDING FOR WAIVER OF THE READING RULES AND PROVIDING AN EFFECTIVE DATE.

Approved: March 27, 2023

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ORDINANCE NO. 1247

MASTER ORDINANCE

AN ORDINANCE OF THE CITY OF KETCHUM, BLAINE COUNTY, STATE OF IDAHO, AUTHORIZING THE ISSUANCE AND SALE OF WASTEWATER REVENUE BONDS IN ONE OR MORE SERIES TO PROVIDE FUNDS NECESSARY TO FINANCE OR REFINANCE IMPROVEMENTS TO THE CITY'S WASTEWATER SYSTEM; FIXING THE FORM, COVENANTS AND CERTAIN TERMS OF THE BONDS TO BE ISSUED; PROVIDING FOR THE REGISTRATION AND AUTHENTICATION OF BONDS; PLEDGING NET REVENUES FOR PAYMENT OF DEBT SERVICE ON BONDS ISSUED HEREUNDER; PROVIDING FOR CERTAIN FEDERAL TAX COVENANTS WITH RESPECT TO TAX-EXEMPT BONDS ISSUED HEREUNDER; PROVIDING FOR OTHER MATTERS PROPERLY RELATING THERETO; ORDERING PUBLICATION; APPROVING A SUMMARY OF THE ORDINANCE; PROVIDING FOR WAIVER OF THE READING RULES AND PROVIDING AN EFFECTIVE DATE.

BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF KETCHUM, BLAINE COUNTY, IDAHO, AS FOLLOWS:

WHEREAS, the City of Ketchum, Blaine County, Idaho (the "City") is a body politic and corporate duly organized, operating and existing under and pursuant to the provisions of the Constitution and the laws of the State of Idaho; and

WHEREAS, the City Council (the "Council") of the City is authorized and empowered by the Revenue Bond Act, Idaho Code, Sections 50-1027 through 50-1042, inclusive, and the Municipal Bond Law of the State of Idaho, being Idaho Code, Title 57, Chapter 2 (collectively, the "Act"), to authorize, issue, sell and deliver revenue bonds to finance and/or refinance the acquisition and construction of improvements and additions to the wastewater or sewer system of the City (the "Wastewater System"); and

WHEREAS, pursuant to the Act, the City held a special municipal revenue bond election on November 8, 2022, at which a majority of the electors approved the City's proposition to issue up to \$14,000,000 for the purpose of financing the design and construction of certain improvements to the City's Wastewater System and to pay the costs of issuance thereof; and

WHEREAS, it is hereby found to be in the best interests of the City that the City adopt this ordinance (hereinafter, this "Master Ordinance") to provide the terms and provisions by which the City shall authorize the issuance and sale of revenue bonds pursuant to Series Ordinances hereunder up to the Bonding Authority (as defined herein) to finance and/or refinance improvements to the City's Wastewater System.

NOW, THEREFORE, THE MAYOR AND CITY COUNCIL OF THE CITY OF KETCHUM, BLAINE COUNTY, IDAHO, FURTHER ORDAIN as follows:

Section 1. Definitions. As used in this Master Ordinance, the following definitions shall apply unless a different meaning clearly appears from the context:

Acquisition or **Acquire** includes the opening, laying out, establishment, purchase, construction, securing, installation, reconstruction, lease, gift, or grant from the federal government, the State of Idaho, or any public body therein or any person, the condemnation, transfer, option to purchase, other contract, or other acquirement, or any combination thereof.

Adjusted Net Revenues means the Net Revenues, adjusted for purposes of Section 14(c)(2) as provided in Section 14(e).

Annual Debt Service means in any Fiscal Year the amount of principal and interest required to be paid in that Fiscal Year on all Outstanding Bonds, adjusted as follows:

- (1) Interest which is to be paid from proceeds of Bonds shall be subtracted;
- (2) Bonds which are subject to scheduled, noncontingent redemption/prepayment or tender shall be deemed to mature on the dates and in the amounts which are subject to mandatory redemption/prepayment or tender, and only the amount scheduled to be Outstanding on the final maturity date shall be treated as maturing on that date;
- (3) Interest subsidies shall be subtracted from the interest due on Interest Subsidy Bonds as provided in Section 15;
- (4) Bonds which are subject to contingent redemption/prepayment or tender shall be treated as maturing on their stated maturity dates; and
- (5) Each Balloon Payment shall be assumed to be paid according to its Balloon Debt Service Requirement.

Balloon Debt Service Requirement means the Committed Debt Service Requirement for a Balloon Payment or, if the City has not entered into a firm commitment to sell Bonds or other obligations to refund that Balloon Payment, the Estimated Debt Service Requirement for that Balloon Payment.

Balloon Payment means any principal payment for a Series of Bonds which comprises more than twenty-five percent of the original principal amount of that series, but only if that principal payment is designated as a Balloon Payment in the closing documents for the Series.

Base Period means the alternative selected by the City from the following two options: (a) any twelve consecutive months selected by the City or Qualified Consultant out of the most recent eighteen months preceding the delivery of a Series of Parity Bonds; or (b) the most recently completed Fiscal Year for which audited financial statements are available.

Beneficial Owner means any person that has or shares the power, directly or indirectly, to make investment decisions concerning ownership of any Bonds (including persons holding Bonds through nominees, depositories or other intermediaries).

Bonding Authority means the authority to issue revenue bonds or other obligations hereunder in the aggregate par amount of up to \$14,000,000, as authorized by the November 8, 2022, bond election, plus such additional authority to issue revenue bonds in excess of \$14,000,000, as authorized by (i) subsequent bond elections and/or (ii) judicial confirmation under Idaho Code, Title 7, Chapter 13; and pursuant to the Act.

Bond Fund means the “City of Ketchum Wastewater Revenue Bond Fund,” which includes a Debt Service Account, and subaccounts thereunder, for the purpose of paying the principal of and interest due on Bonds, as applicable.

Bond Register means the registration records maintained by a Bond Registrar setting forth the names and addresses of Registered Owners of a Series of Bonds, in compliance with Section 149 of the Code.

Bond Registrar means the person or qualified entity appointed by the City pursuant to Section 3 hereof and a Series Ordinance for the purposes of registering and authenticating Bonds, maintaining the related Bond Register, effecting transfer of ownership of the Bonds, and paying interest on and principal of the Bonds.

Bond or Bonds means the Initial Bonds and Parity Bonds of the City authorized and issued under this Master Ordinance and any Series Ordinance; provided, however, “Bond” or “Bonds” shall not include Subordinate Obligations.

Bond Year means each one-year period that ends on the date selected by the City. The first and last Bond Years may be shorter periods. If no day is selected by the City before the earlier of the final maturity date of the Bonds or the date that is five years after the date of issuance of the Bonds, Bond Years shall end on each anniversary of the date of issue and on the final maturity date of the Bonds.

City means the City of Ketchum, Blaine County, Idaho, a body politic and corporate duly organized and existing under and by virtue of the Constitution and laws of the State of Idaho.

City Administrator means the City Administrator of the City or their successor in function, if any.

City Clerk or Clerk means the ex officio City Clerk of the City, or other officer of the City who is the custodian of the records of the proceedings of the City, or their successor in function, if any.

City Treasurer means the Treasurer of the City, or their successor in function, if any.

Code means the Internal Revenue Code of 1986, as amended, together with corresponding and applicable regulations and revenue rulings issued with respect thereto by the Treasury Department or the Internal Revenue Service of the United States.

Committed Debt Service Requirement means the schedule of principal and interest payments for a Series of Refunding Bonds or other obligations which refund a Balloon Payment, as shown in the Series Ordinance and/or other documents evidencing the City’s firm commitment

to sell that Series. A “firm commitment to sell” means a bond purchase agreement or similar document which obligates the City to sell, and obligates a purchaser to purchase, the Series of Refunding Bonds or other obligations, subject only to the conditions which customarily are included in such documents.

Continuing Disclosure Agreement shall mean, with respect to each issue of Bonds authorized hereunder and subject to Rule 15c2-12, the form of continuing disclosure undertaking by the Issuer dated the date of issuance and delivery of the respective Bonds, as originally executed and as may be amended from time to time in accordance with the terms hereof, if required by Rule 15c2-12.

Cost of Acquisition and Construction or any phrase of similar import, shall mean all or any part designated by the City of the costs of a Project, or interest therein, which costs, at the option of the City, may include all or any part of the incidental costs pertaining to the acquisition of the Project, including, without limitations:

- (1) Preliminary expenses advanced by the City from funds available for the use therefor, or advanced by the federal government, or from any other source, with approval of the City, or any combination thereof;
- (2) The costs of making surveys, audits, preliminary plans, other plans, specifications, estimates of costs and other preliminaries;
- (3) The costs of appraising, printing, estimates, advice, services of engineers, architects, financial consultants, attorneys at law, clerical help, or other agents of employees;
- (4) The costs of contingencies;
- (5) The costs of any discount on Bonds and of any of the costs of issuance of Bonds payable from original issue premium;
- (6) The costs of funding and short-term financing, revenue warrants, bond anticipation notes, or other temporary loans appertaining to the Project, and of the incidental expenses incurred in connection with such loans;
- (7) The acquisition and construction costs of any properties, rights, easements, or other interest in properties, or any licenses, privileges, agreements and franchises; and
- (8) All other expenses necessary or desirable and appertaining to the Project, as estimated or otherwise ascertained by the City.

Council means the City Council of the City, as the same shall be duly and regularly constituted from time to time.

Debt Service Account means an account or subaccounts of that name in the Bond Fund out of which the principal of and interest on any Bonds shall be paid.

Designated Representative means the Mayor, the City Administrator or any City employee designated by them.

DTC means The Depository Trust Company of New York, as depository for the Bonds, or any successor or substitute depository for the Bonds.

Engineer means an independent licensed professional engineer (or firm of licensed professional engineers) selected by the City and experienced and skilled in the design, construction and operation of wastewater or sewer systems of comparable size and character to the Wastewater System.

Estimated Debt Service Requirement means the schedule of principal and interest payments for a hypothetical Series of Refunding Bonds that refunds a Balloon Payment, that is prepared by City Administrator, City Treasurer, or their designee, and that meets the requirements of Section 16.

Fiscal Year means the year commencing October 1 and ending the following September 30, unless changed by the City.

Fitch means Fitch Ratings, Inc., its successors, and assigns, and, if such organization shall be dissolved or liquidated or shall no longer perform the functions of a securities rating agency, Fitch shall be deemed to refer to any other nationally recognized securities rating agency (other than S&P or Moody's) designated by the City.

Initial Bonds means the first series of revenue bonds or other obligations issued by the City under this Master Ordinance and a Series Ordinance.

Interest Subsidy Bonds means Bonds for which the City is eligible to receive federal interest rate subsidies that are similar to the interest subsidies that were available for Build America Bonds.

Letter of Representations means the Blanket Issuer Letter of Representations from the City to DTC authorized under Section 3 of this Master Ordinance to be executed and filed with DTC.

Master Ordinance means this Ordinance No. 1247 adopted by the Council on March 27, 2023.

Maximum Annual Debt Service means, at the time of calculation, the maximum amount of Annual Debt Service that will be payable in the current Fiscal Year or any future Fiscal Year on all Bonds.

Mayor means the Mayor of the City, or any presiding officer or titular head of the City, or their successor in functions, if any.

Moody's means Moody's Investors Service, Inc., its successors, and assigns, and, if such organization shall be dissolved or liquidated or shall no longer perform the functions of a securities rating agency, Moody's shall be deemed to refer to any other nationally recognized securities rating agency (other than S&P and Fitch) designated by the City.

Net Revenue(s) means, for any period, the Revenue of the Wastewater System after the deduction of Operation and Maintenance Expenses.

Operation and Maintenance Expenses means all costs incurred by the City and properly treated as expenses of operating, maintaining, and repairing the Wastewater System under generally accepted accounting principles, whether paid or accrued, or of levying, collecting and otherwise administering the Revenue of the Wastewater System for the payment of the Bonds, but shall not include any payment for debt service or deposits into a Reserve Account, depreciation or taxes levied or imposed by the City of payments to the City in lieu of taxes, or capital additions or capital replacements to the Wastewater System, and the term includes (except as limited by contract or otherwise limited by law) without limiting the generality of the foregoing:

(1) Engineering, auditing, reporting, legal and other overhead expenses of the various City departments directly relating and reasonably allocable to the administration of the Wastewater System;

(2) Fidelity bond and property and liability insurance premiums appertaining to the Wastewater System, or a reasonably allocable share of a premium of any blanket bond or policy pertaining thereto;

(3) Payments to pension, retirement, health, and hospitalization funds and other insurance related to the operation of the Wastewater System;

(4) Any taxes, assessments, excise taxes or other charges which may be lawfully imposed on the City, the Wastewater System, revenues therefrom, or any privilege in connection with their operation;

(5) The reasonable charges of the fiscal or paying agent, Bond Registrar, commercial bank, trust bank or other depository bank appertaining to Bonds or appertaining to a Project, if any;

(6) Contractual services, professional services, salaries, other administrative expenses, the cost of materials, supplies, repairs and labor, appertaining to the issuance of Bonds and to the Wastewater System; and

(7) All other administrative, general and commercial expenses.

However, Operation and Maintenance Expenses do not include:

(1) Any rebates or penalties paid from Revenues under Section 148 of the Code;

(2) Payments of judgments or fines against the City and payments for the settlement of litigation;

(3) Depreciation and amortization of property values or losses, and other non-cash expenses, including non-cash expenses related to pensions and postemployment benefits;

- (4) All amounts eligible to be treated for accounting purposes as payments for capital expenditures;
- (5) Interest and other debt service payments, paying agent fees, broker-dealer fees and similar charges for the maintenance of borrowings;
- (6) The expenses of owning, operating or maintaining any Separate Utility System;
- (7) Expenditures made from any liability insurance proceeds;
- (8) Expenditures made from any casualty insurance proceeds used to pay for costs of repairing or replacing portions of the Wastewater System;
- (9) Expenditures made from grant funds, regardless of whether such grant funds are dedicated to a specific purpose or available for the general operation, maintenance and repair or replacement of the Wastewater System;
- (10) Extraordinary, non-recurring expenses of the Wastewater System; or
- (11) Expenditures allocable to any other funding source which does not constitute Revenues of the Wastewater System.

Ordinance means this Master Ordinance and, when applicable, this Master Ordinance and any Series Ordinance.

Outstanding, when used with reference to a Bond or Bonds, as of any particular date, means all Bonds which have been issued, executed, authenticated and delivered by the City, except (i) Bonds cancelled because of payment or redemption prior to their stated dates of maturity, and (ii) any Bond (or portion thereof) for the payment or redemption of which there has been separately set aside and held funds for the payment thereof, and when used in reference to a Bond or Bonds issued as zero coupon or capital appreciation bonds, the assumed par amount outstanding of such Bond or Bonds shall be its purchase price, plus the accrued interest earned by the Owner of such Bond or Bonds as of the date of calculation.

Owner means a registered owner of a Bond.

Parity Bonds means the Initial Bonds and any obligation that is secured by the Net Revenues on an equal basis with the Initial Bonds and issued in accordance with Section 14.

Permitted Investments means such investments as shall be legal investment for funds under Idaho Code, Section 50-1013, or comparable statute as then in effect.

Private Person means any natural person engaged in a trade or business or any trust, estate, partnership, association, company, or corporation.

Project means the undertaking or undertakings of acquiring and constructing improvements to the Wastewater System.

Project Fund means any fund created pursuant to Section 8 hereunder or under any Series Ordinance and any subaccount thereunder into which shall be deposited proceeds of Bonds to finance a Project and costs of issuance thereof.

Qualified Consultant means an independent engineer, an independent auditor, an independent financial advisor, or similar independent professional consultant of recognized standing and having experience and expertise in the area for which such person or firm is retained by the City for purposes of performing activities specified in this Master Ordinance or any Series Ordinance.

Qualified Insurance means any municipal bond insurance policy or surety bond issued by any insurance company licensed to conduct an insurance business in any state of the United States (or by a service corporation acting on behalf of one or more such insurance companies) which insurance company or companies, as of the time of issuance of such policy or surety bond, are rated in one of the two highest rating categories by each Rating Agency rating such Series of Bonds.

Qualified Letter of Credit means any letter of credit issued by a financial institution for the account of the City, which institution maintains an office, agency, or branch in the United States and as of the time of issuance of such letter of credit is rated in one of the two highest rating categories by each Rating Agency rating such Series of Bonds.

Rate Covenant means Net Revenues in each Fiscal Year at least equal to 125% of the Annual Debt Service.

Rating Agency means Moody's, S&P or Fitch.

Rebate Fund means the fund so designated by the Council into which all excess earnings on funds and accounts held by the City hereunder to the extent required by any Tax Certificate of the City shall be deposited.

Record Date, unless otherwise provided in a Series Ordinance, mean (a) in the case of each interest payment date, the close of business on the fifteenth day preceding the interest payment date; and, if not a business day of the Bond Registrar, the next preceding day that is a Business Day of the Bond Registrar, and (b) in the case of redemption, if applicable, such record date as shall be specified by the Bond Registrar in the notice of redemption, provided that such record date shall be not less than fifteen (15) calendar days before the mailing of such notice of redemption.

Refunding Bonds means Bonds issued hereunder to refund prior revenue bonds of the City on parity with the Parity Bonds used to finance and/or refinance improvements to the Wastewater System.

Registered Owner or Registered Owners mean the person or persons whose names and addresses shall appear on the Bond Register maintained by the Bond Registrar in accordance with the terms of this Master Ordinance and a Series Ordinance, as the owner or owners of a specific Bond or Bonds. For so long as any Bonds are held in book-entry form, DTC shall be deemed to be the sole Registered Owner.

Reserve Account means the Debt Service Reserve Account in the Bond Fund, including any and all subaccounts thereunder created upon issuance of Bonds under and as required by Series Ordinance.

Reserve Account Requirement means the required amount, if any, to be deposited by the City into a Reserve Account upon issuance of Bonds pursuant to the respective Series Ordinance.

Revenue Fund means the fund designated the “City of Ketchum Wastewater Revenue Fund,” into which all the Net Revenues of the Wastewater System is pledged to be deposited.

Revenue of the Wastewater System or Revenue(s) means all earnings, revenue and moneys received by the City from or on account of the operation of the Wastewater System under generally accepted accounting principles, including income from investments of money in the Bond Fund or from any other investment thereof, except the income from investments irrevocably pledged to the payment of any other revenue obligations of the City pursuant to a plan of retirement or refunding. Revenues shall be increased by any withdrawals from the Stabilization Account as provided in Section 6(c)(2) of this Master Ordinance and shall be reduced by any deposits to the Stabilization Account as provided in Section 6(c)(1) of this Master Ordinance. However, the term “Revenue of the Wastewater System” or “Revenue” shall not include:

- (1) The interest income or other earnings derived from the investment of any escrow fund established for the defeasance or refunding of outstanding indebtedness of the City;
- (2) Any gifts, grants, donations or other amounts received by the City from any State or Federal Agency or other person (i) if such amounts are restricted by law or the grantor to uses inconsistent with the payment of Bonds or (ii) if such amounts are reimbursements of Operation and Maintenance Expenses;
- (3) The proceeds of any borrowing;
- (4) The proceeds of any liability or other insurance (excluding business interruption insurance or other insurance of like nature insuring against the loss of revenues);
- (5) The proceeds of any casualty insurance which the City intends to utilize for repair or replacement of the Wastewater System;
- (6) The proceeds derived from the sales of assets subject to the covenants in Section 12(i) of this Master Ordinance;
- (7) Any income, fees, charges, receipts, profits or other amounts derived by the City from its ownership or operation of any Separate Utility System;
- (8) Installment payments of City line and branch charges, connection fees, or local improvement district assessments that have been pledged as security for a borrowing other than a Bond; or

(9) Any federal interest subsidies the City receives for Interest Subsidy Bonds.

Rule 15c2-12 means Rule 15c2-12, as amended, promulgated by the SEC under the Securities and Exchange Act of 1934, as the same may be amended from time to time.

S&P means S&P Global Ratings, a business unit of Standard & Poor's Financial Services, LLC, its successors, and assigns, and, if such organization shall be dissolved or liquidated or shall no longer perform the functions of a securities rating agency, S&P shall be deemed to refer to any other nationally recognized securities rating agency (other than Moody's and Fitch) designated by the City.

SEC means the Securities and Exchange Commission.

Separate Utility System means any water supply, sewage collection or treatment, stormwater or other utility service or facilities that may be created, acquired, or constructed by the City as provided in Section 11.

Series refers to all Bonds authorized by a single Series Ordinance and delivered in exchange for payment on the same date, regardless of variations in maturity, interest rate or other provisions, unless the closing documents for the Series provide otherwise.

Series Ordinance means any ordinance adopted by the City supplementing this Master Ordinance to authorize the issuance of Bonds under this Master Ordinance.

Stabilization Account means the Stabilization Account established in the Revenue Fund pursuant to Section 6(c).

Subordinate Obligations means obligations having a lien on the Net Revenues which is subordinate to the lien of the Bonds. On the date of this Master Ordinance, the City has no borrowings outstanding with a subordinate lien on the Net Revenues.

Wastewater System means the wastewater or sewer system of the City, including the assets, real and personal, tangible and intangible, and as it may later be added to, extended and improved, and shall include buildings, structures, utilities or other income producing property from the operation of or in connection with which revenues for the payment of the Bonds will be derived, and the lands appertaining thereto, including, without limitation, any Project(s) to be acquired with the proceeds of Bonds issued hereunder.

Tax Certificate means any agreement or certificate of the City which the City may execute in order to establish and assure the tax-exempt status of interest received on Bonds.

Tax-Exempt Bonds means any Bonds, the interest on which, in the opinion of Bond Counsel delivered at the time of issuance thereof pursuant to a Series Ordinance, is excludable from gross income of the owners of such Bonds for federal income tax purposes.

Tax Maximum means, for any Series of Bonds for purposes of Section 15(c) of this Master Ordinance, the least of: the greatest amount of principal, interest and premium, if any, required to be paid in any Fiscal Year on such Series; 125% of average amount of principal, interest and

premium, if any, required to be paid on such Series during all Fiscal Years in which such Series will be Outstanding, calculated as of the date of issuance of such Series; or, ten percent of the proceeds of such Series, as “proceeds” is defined for purposes of Section 148(d) of the Code.

Rules of Interpretation. In this Master Ordinance, unless the context otherwise requires:

(a) The terms “hereby,” “hereof,” “hereto,” “herein,” “hereunder” and any similar terms, as used in this Master Ordinance, refer to this Master Ordinance as a whole and not to any particular article, section, or subdivision;

(b) Words importing the singular number shall mean and include the plural number and vice versa;

(c) Words importing persons shall include firms, associations, partnerships (including limited partnerships), trusts, corporations and other legal entities, including public bodies, as well as natural persons;

(d) Any headings preceding the text of any sections of this Master Ordinance, and any table of contents or marginal notes appended to copies hereof, shall be solely for convenience of reference and shall not constitute a part of this Master Ordinance, nor shall they affect its meaning, construction or effect; and

(e) All references herein to “articles,” “sections” and other subdivisions or clauses are to the corresponding articles, sections, subdivisions or clauses hereof.

Section 2. Authorization of Bonds; Delegation Authority. In accordance with and subject to the terms, condition and limitations of the Act or other statutes authorizing Bonds to be issued hereunder, the City is authorized to issue Bonds pursuant to the terms and provisions hereof as supplemented by the terms and provisions of Series Ordinance(s) to provide for the specific terms and provisions thereof, including, but not limited to, the designation of each series of Bonds, which designation may include the words “wastewater” or “sewer,” the dated date of original issuance and delivery thereof, the registration provisions thereof, the denominations, maturity, payment and redemption provisions thereof, and requirements, if any, for a Reserve Account to pay debt service on the Bonds. In addition, pursuant to Idaho Code, Section 57-235, or comparable statute as then in effect, in the Series Ordinance authorizing the issuance of Bonds, the City may delegate authority to the Mayor or the City Administrator to approve the final terms and provisions of the Bonds upon the sale thereof, without any requirement that the members of the Council meet to approve such determinations.

Bonds shall be special obligations only of the Bond Fund and shall be payable and secured as provided herein. The Bonds do not constitute an indebtedness or general obligation of the City within the meaning of the constitutional provisions and limitations of the State of Idaho.

Section 3. Registration. Upon issuance of Bonds hereunder, if required by a Series Ordinance, the City will appoint a registrar, authenticating agent, paying agent and transfer agent (collectively, the “Bond Registrar”) for such Series of Bonds and the City will provide for the registration of such Series of Bonds pursuant to the Series Ordinance.

Section 4. Redemption and Purchase. The respective redemption and purchase provisions for a Series of Bonds shall be set forth in the Series Ordinance for such Series of Bonds.

Section 5. Establishment of Accounts and Funds. The following accounts and funds on the accounting records of the City are hereby ratified, if previously created, or created with respect to the Bonds issued hereunder:

- (a) Bond Fund, held by the City, consisting of the Debt Service Account and any and all Reserve Accounts established by a Series Ordinance;
- (b) Revenue Fund, held by the City and therein a Stabilization Account;
- (c) Project Fund and subaccounts therein established by a Series Ordinance; and
- (d) Rebate Fund, held by the City.

Section 6. Revenue Fund; Priority of Application of Revenue; Stabilization Account.

(a) *Revenue Fund.* The City shall maintain the “City of Ketchum Wastewater Revenue Fund” (the “Revenue Fund”) as a separate enterprise fund of the City. All Revenue of the Wastewater System shall be deposited in the Revenue Fund. Notwithstanding the foregoing, the City may maintain such separate funds and accounts in such names and under such additional designations as shall be required to comply with standard accounting practices.

(b) *Priority of Application of Revenue of the Wastewater System.* The Revenue Fund shall be held separate and apart from all other funds and accounts of the City, and the Revenue of the Wastewater System deposited in such Revenue Fund shall be used only for the following purposes and in the following order of priority:

First, to pay the Operation and Maintenance Expenses of the Wastewater System;

Second, to pay the interest on any Bonds;

Third, to pay the principal of any Bonds;

Fourth, to make all payments required to be made into any Reserve Account created to secure payment of debt service on any series of Bonds;

Fifth, to make all payments, together with other available funds, on the day on which any rebates or penalties for Bonds are due to be paid to the United States pursuant to Section 148 of the Code;

Sixth, to make all payments required to be made into any revenue bond redemption fund or revenue warrant redemption fund and debt service fund or reserve account created to pay and secure the payment of the principal of and interest on government loans and any other revenue bonds or revenue warrants of the City having a lien upon the Net Revenues of the Wastewater

System junior and inferior to the lien thereon for the payment of the principal of and interest on the Bonds; and

Seventh, to retire by redemption or purchase any outstanding Bonds or subordinate revenue warrants or subordinate bonds of the City payable out of the Net Revenues of the Wastewater System, to make necessary additions, betterments, improvements, and repairs to or extensions and replacements of the Wastewater System, or for any other lawful City purposes.

The City may transfer any money from any funds or accounts of the Wastewater System legally available therefor, except bond redemption funds, refunding escrow funds or defeasance funds, to meet the required payments to be made into the Bond Fund.

(c) *Stabilization Account.* The City shall create a Stabilization Account in the Revenue Fund and will maintain that account as long as Bonds are Outstanding. Net Revenues may be transferred to the Stabilization Account at the option of the City on any date. Money in the Stabilization Account may be withdrawn at any time and used for any purpose for which the Revenues may be used.

(1) Deposits to the Stabilization Account decrease Revenues in the Fiscal Year for which the deposit is made.

(2) Withdrawals from the Stabilization Account increase Revenues in the Fiscal Year for which the withdrawal is made.

(3) The City may adjust deposits to and withdrawals from the Stabilization Account for a Fiscal Year up until 180 days after the end of that Fiscal Year.

(4) Earnings on the Stabilization Account shall be credited to the Revenue Fund.

Section 7. Bond Fund. There is hereby created a fund known as the “City of Ketchum Wastewater Revenue Bond Fund” (the “Bond Fund”) solely for the purpose of paying the principal of, premium, if any, and interest on the Bonds. The Bond Fund shall consist of the following accounts: (1) Debt Service Account and (2) Debt Service Reserve Account, including any and all subaccounts thereunder.

Said accounts are more particularly described as follows:

(a) *Debt Service Account.* As long as any Bonds remain Outstanding, the City hereby irrevocably obligates and binds itself to set aside and pay from the Revenue Fund into the Debt Service Account those amounts necessary, together with such other funds as are on hand and available in the Debt Service Account, to pay the interest or principal and interest next coming due on the Bonds.

(b) *Reserve Account.* The City shall maintain a Debt Service Reserve Account, including any and all subaccounts established thereunder if required pursuant to a Series Ordinance (the “Reserve Account”) for the purpose of securing the payment of the principal of and interest on a Series of Bonds subject to a Reserve Account Requirement, as provided in the Series

Ordinance for such Bonds. The City will covenant and agree in the Series Ordinance(s) for Bonds, as applicable, to maintain at all times an amount in the Reserve Account, if applicable, equal to the Reserve Account Requirement, except for withdrawals authorized therefrom, for so long as such Bonds remain outstanding.

Alternatively, a Reserve Account Requirement for any issue of Bonds may be maintained, in whole or in part, by a Qualified Letter of Credit or Qualified Insurance, as provided in the respective Series Ordinance. The amount payable from the Qualified Insurance or the Qualified Letter of Credit shall be credited against the amounts otherwise required to be accumulated and maintained in a Reserve Account. In computing the amount on hand in the Reserve Account, Qualified Insurance and/or a Qualified Letter of Credit shall be valued at the face amount thereof, and all other obligations purchased as an investment of moneys therein shall be valued at cost.

The Series Ordinance for each series of Bonds will set out the terms and provisions for withdrawals from the Reserve Account, if required, in the event of insufficient amounts in the Debt Service Account to pay the principal of, premium if any, interest on, and mandatory sinking fund installments, as applicable, on any Bonds secured by such Reserve Account then Outstanding, and the provisions for any surplus in the Reserve Account, if applicable.

In the event there shall be a deficiency in the Debt Service Account to meet maturing installments of either principal, interest, or sinking fund installments on the Bonds payable out of such account, such deficiency shall be made up from the Reserve Account(s), as applicable, by the withdrawal of moneys therefrom. Any deficiency created in a Reserve Account by reason of any such withdrawal shall then be made up out of Revenue of the Wastewater System (after making necessary provision for the payments required to be made by subparagraphs First through Third of Section 6(b)) by paying into the applicable Reserve Account one-twelfth (1/12) of the deficiency on or before the 1st day of each of the next twelve (12) succeeding months so that there will have been paid into the applicable Reserve Account an amount which, with money already on deposit therein, will equal the Reserve Account Requirement, as applicable.

The value of money and obligations credited to any and all Reserve Accounts, as applicable, shall be determined by the City annually as of September 30. If the valuation shall be less than the amount required to be maintained therein, the deficiency (due to said valuation and not to a withdrawal) shall be made up from the Revenue Fund by paying into the applicable Reserve Account one-sixth (1/6) of the deficiency on or before the 1st day of each of the next six (6) succeeding months.

(c) *Sufficiency of Revenues.* The Council hereby states and certifies that in setting aside and providing for said payments into the various accounts within the Bond Fund of the amounts necessary for the payment of the principal, interest, and sinking fund installments on said Bonds, as applicable, the Council has taken into consideration and has due regard for Operation and Maintenance Expenses, and the Council will set aside into said accounts within the Bond Fund moneys sufficient and necessary to retire said Bonds (including principal, interest, and sinking fund installments), after paying all Operation and Maintenance Expenses.

(d) *Pledge of Net Revenue; Priority of Lien of Payments into Accounts within the Bond Fund.* The Net Revenues are hereby pledged to the payment of Bonds and declared to be a prior

lien and first charge thereon superior to all other charges of any kind or nature whatsoever pursuant to Idaho Code, Section 50-1039. The federal interest subsidies the City receives for Interest Subsidy Bonds are also hereby pledged to the payment of the Bonds and declared to be a prior lien and first charge thereon superior to all other charges of any kind or nature whatsoever pursuant to Idaho Code, Section 50-1039.

(e) *Application and Investment of Moneys in Accounts within the Bond Fund.* Moneys in the various accounts within the Bond Fund may be invested in Permitted Investments. Investments of funds in the accounts within the Bond Fund shall mature prior to the date on which such moneys shall be needed for required interest, principal, or sinking fund installments. Investments of funds in the Reserve Account shall be available to pay any deficiencies that may occur in any of the accounts within the Bond Fund. All interest earned and income derived by virtue of such investments shall remain in the Bond Fund and be used to meet the required deposits into any account therein. Subject to the other provisions of this subparagraph, moneys in the Debt Service Account and the Reserve Account, as applicable, may be combined for the purpose of purchasing investments, but the records of the City shall show to which account the respective portions of any such combined investment are credited.

Section 8. Project Fund. The City hereby creates a fund known as the “City of Ketchum Wastewater Revenue Project Fund” (the “Project Fund”) into which shall be deposited all of the proceeds of the sale of Bonds to be used for the payment of the Cost of Acquisition and Construction of a Project, including costs of issuance of Bonds. Any interest earnings on moneys invested from the Project Fund shall be deposited into said Project Fund. The City’s share of any liquidated damages or other moneys paid by defaulting contractors or their sureties will be deposited into said Project Fund to assure the completion of the Project.

When the construction of the Project has been completed and all costs related thereto have been paid in full, any balance remaining in the Project Fund will be deposited into the Bond Fund.

Section 9. Rebate Fund; Rebate Requirement. There is hereby established a Rebate Fund into which shall be deposited, from time to time, all excess earnings on funds and accounts held by the City hereunder to the extent required by any Tax Certificate of the City and said amounts shall be held in trust for the payment of arbitrage rebate in accordance with Section 148 of the Code and the Tax Certificate. All earnings on the Rebate Fund shall remain within said fund and shall be used for no other purpose unless the City provides the Bond Registrar with an opinion of nationally recognized bond counsel that another use will not cause interest on the respective Bonds to cease to qualify for exclusion from federal income taxation under the Code.

The Bond Registrar may rely conclusively upon and shall be fully protected from all liability in relying upon the Issuer’s determinations, calculations, certifications, and written directions required by this Section and the Bond Registrar shall have no responsibility to monitor and independently make any calculations or determination or to review the Issuer’s determinations, calculations, certifications, and written directions required by this Section.

Section 10. Authorization for Projects. The Council hereby authorizes and directs that upon determination that it is necessary to preserve the public health, safety and welfare that certain components of the City’s existing Wastewater System be repaired, replaced and/or

improved, that Project(s) may be financed by the issuance of the Bonds and/or Subordinate Obligations upon adoption of Series Ordinance(s) pursuant to and upon compliance with Section 14 hereunder.

Each such Series Ordinance authorizing the Bonds and/or Subordinate Obligations to finance a Project shall include:

- (1) the description of the Project to be acquired, constructed and installed;
- (2) that the City, its staff and agents shall undertake the Project in accordance with maps, plans and specifications prepared by the City's Engineer or consulting engineer engaged by the City, which shall be on file in the City Clerk's office, and which may be revised prior to or in the course of actual construction, provided such changes are found necessary and desirable by the Council and that such changes do not substantially affect or alter the plans or costs of the Project; and
- (3) the total estimated Cost of Acquisition and Construction of the Project to be financed by the Bonds and/or Subordinate Obligations.

Section 11. Separate Utility Systems. The City may declare property which the City owns and is part of the Wastewater System (but has a value of less than ten percent (10%) of the Wastewater System at the time of the declaration), and property which the City has not yet acquired but would otherwise become part of the Wastewater System, to be part of a Separate Utility System.

The City may pay costs of acquiring, operating, and maintaining a Separate Utility System from Net Revenues, but only if there is no deficit in the Debt Service Account or a Reserve Account within the Bond Fund. The City may issue obligations which are secured by the revenues produced by the Separate Utility System and may pledge the Separate Utility System revenues to pay those obligations. In addition, the City may issue Subordinate Obligations to pay for costs of a Separate Utility System and may pledge the revenues of the Separate Utility System to pay the Subordinate Obligations. Further, the City may pledge the revenues produced by a Separate Utility System to pay the Bonds issued under this Master Ordinance by filing a written certificate of the Mayor and the City Administrator declaring such pledge with the City and the Owner of the Bonds.

Neither the Revenue nor Net Revenue may be pledged to the payment of any obligations of a Separate Utility System except that the Net Revenue may be pledged on a basis subordinate to the lien on such revenue to the lien of the Bonds.

Section 12. Specific Covenants. For the protection and security of the Bonds, the City hereby covenants and agrees to and with the Registered Owners of Parity Bonds that the City will perform the following covenants:

- (a) *Rate Covenant.* The City has established, may from time-to-time revise, and shall maintain and shall collect from the users of the Wastewater System, rates and charges for furnishing the services and the facilities of the Wastewater System to such users thereof. The City shall establish, maintain, and collect such rates and charges for service of its Wastewater System for so long as any Bonds are Outstanding and shall maintain the Rate Covenant.

(b) *Acquire Projects.* The City shall commence the acquisition, construction and completion of any Project financed by proceeds of Bonds and continue the same with all practical dispatch and in a sound and economical manner.

(c) *Operate Wastewater System.* The City shall operate the Wastewater System in an efficient and economical manner and prescribe, revise, and collect such charges in connection therewith so that the services, facilities, and properties of the Wastewater System may be furnished at the lowest possible cost consistent with sound economy and prudent management.

(d) *Good Repair.* The City shall operate, maintain, preserve, and keep the Wastewater System and every part hereof in good repair, working order, and condition.

(e) *Preserve Security.* The City shall preserve and protect the security of the Bonds and the rights of the Registered Owners thereof.

(f) *Collect Revenues.* The City shall collect and hold in trust the Revenue of the Wastewater System and other funds pledged to the payment of the Bonds and apply such Revenue of the Wastewater System or other funds only as provided in this Master Ordinance and all Series Ordinances.

(g) *Service Bonds.* The City shall pay and cause to be paid punctually the principal of and interest on the Bonds on the date or dates, at the place or places, and in the manner that such sums are due in accordance with this Master Ordinance and all Series Ordinances.

(h) *Pay Claims.* The City shall pay and discharge any and all lawful claims for labor, materials, and supplies which, if unpaid, might by law become a lien or charge upon the Revenue of the Wastewater System, or any part of said Revenue of the Wastewater System, or any funds in the hands of the City Treasurer or City Administrator, prior or superior to the lien of the Bonds or which might impair the security of the Bonds to the end that the priority and security of the Bonds shall be fully preserved and protected.

(i) *Encumbrances, Sales, or Transfers of Wastewater System.* The City shall not encumber, sell, lease, or dispose of the Wastewater System or any part thereof, nor enter into any lease or agreement which would impair or impede the operation of the Wastewater System or any part thereof necessary to secure adequate Revenue for the payment of the principal of and interest on Bonds and for the City to meet the Rate Covenant, nor which would otherwise impair or impede the rights of the Registered Owners of Bonds with respect to such Revenue or the operation of the Wastewater System, except:

(1) The City may dispose of all or substantially all the Wastewater System, if the City pays all Outstanding Bonds or defeases all Outstanding Bonds pursuant to Section 19; or

(2) The City in its discretion may carry out a sale, transfer, or disposition (each, as used in this clause, a “transfer”) if the facilities or property transferred are not material to the operation of the Wastewater System, or shall have become unserviceable, inadequate, obsolete, or unfit to be used in the operation of the Wastewater System or are no longer necessary, material or useful to the operation of the Wastewater System; or

(3) The City in its discretion may carry out such a transfer if the aggregate depreciated cost value of the facilities or property being transferred in any one Fiscal Year comprises no more than ten percent (10%) of the total assets of the Wastewater System, so long as there has been filed with the City a certificate of the City Treasurer or City Administrator, or a Qualified Consultant stating that such disposition will not impair the ability of the City to comply with the Rate Covenant; or

(4) The City in its discretion may carry out such a transfer if the City receives from the transferee an amount equal to the greater of the following:

(A) An amount which will be in the same proportion to the net amount of Outstanding Bonds (less the amount of cash and investments in the Bond Fund and accounts therein) that the Revenue of the Wastewater System from the portion of the Wastewater System sold or disposed of for the preceding year bear to the total Revenue for that period; or

(B) An amount which will in the same proportion to the net amount of Outstanding Bonds (less the amount of cash and investments in the Bond Fund and accounts therein) that the Net Revenue from the portion of the Wastewater System sold or disposed of for the preceding year bears to the total Net Revenue for such period; or

(C) An amount equal to the fair market value of the portion of the Wastewater System transferred. As used herein, "fair market value" means the most probable price that a property should bring in competitive and open market under all condition's requisite to a fair sale, the willing buyer and willing seller each acting prudently and knowledgably and assuming that the price is not affected by coercion or undue stimulus.

The proceeds of any transfer under this subparagraph (i) shall be used, first, to promptly redeem (or shall be irrevocably set aside for the redemption of) Outstanding Bonds, and, if any proceeds remain, second, to provide for part of the cost of additions to and betterments and extension of the Wastewater System.

(j) *Insurance.* The City shall self-insure or procure and keep in force insurance upon all buildings and structures of the Wastewater System and the machinery and equipment therein, which are usually insured by entities operating like property, in good and responsible insurance companies. The amount of the insurance shall be such as may be required to adequately protect the City and the Registered Owners of any Bonds from loss due to any casualty, and in the event of any such loss, the proceeds shall be used to repair or restore the Wastewater System or for the payment of Bonds.

(k) *Fidelity Bonds.* The City shall procure suitable fidelity bonds covering all its officers and other employees charged with the operation of the Wastewater System and the collection and disbursement of Revenue of the Wastewater System.

(l) *Engineers.* The City shall employ consulting engineers of acknowledged reputation, skill, and experience in the improvement and operation of the Wastewater System for

any unusual or extraordinary items of maintenance, repair, extensions, or betterments as shall be required from time to time. All reports, estimates, and recommendations of such consulting engineers shall be filed with the Clerk and furnished to the Registered Owners of any Bonds upon request.

(m) *Accounts.* The City shall keep proper and separate accounts and records in which complete and separate entries shall be made of all transactions relating to the Wastewater System, and it will furnish complete operating and income statements upon request.

(n) *Delinquencies.* The City shall not enter into any new agreements or arrangements or make any new offers to provide Wastewater System products or services at a discount from published rate schedules or provide free Wastewater System products or services except: (i) for City-owned facilities, (ii) in case of emergencies, (iii) where the City exchanges services with other water systems, or (iv) where in the reasonable judgment of the City such action does not materially reduce the Revenues received by the City.

Section 13. Tax Covenants.

(a) *General.* The City covenants with the Owners of Tax-Exempt Bonds that, notwithstanding any other provision of this Master Ordinance or any other instrument, it will take no action which would adversely affect the tax-exempt status of Tax-Exempt Bonds issued hereunder under Sections 103 or 148 of the Code pertaining to the exclusion of interest on the Tax-Exempt Bonds from gross income for federal income tax purposes. The foregoing covenant shall extend throughout the term of the Tax-Exempt Bonds. The City will execute a Tax Certificate dated the date of issuance and closing of Tax-Exempt Bonds hereunder with respect to such federal tax matters.

(b) *Arbitrage Covenant: Covenant to Maintain Tax Exemption.*

(1) The Mayor and/or City Administrator and other appropriate officials of the City each are hereby authorized and directed to execute from time to time such Tax Certificates as shall be necessary to establish that the Tax-Exempt Bonds are not “arbitrage bonds” within the meaning of Section 148 of the Code and the regulations promulgated or proposed thereunder, as the same presently exist or may from time to time hereafter be amended, supplemented or revised, and to establish that interest on the Tax-Exempt Bonds is not and will not become includable in gross income under the Code and applicable regulations. The City covenants and certifies to and for the benefit of the Bondholders that no use will be made of the proceeds of the issue and sale of the Tax-Exempt Bonds, or any funds or accounts of the City which may be deemed to be proceeds of the Tax-Exempt Bonds, pursuant to Section 148 of the Code and applicable regulations (proposed or promulgated,) which use, if it had been reasonably expected on the date of issuance of the Tax-Exempt Bonds, would have caused the Tax-Exempt Bonds to be classified as “arbitrage bonds” within the meaning of Section 148 of the Code. Pursuant to this covenant, the City obligates itself to comply throughout the term of the Tax-Exempt Bonds with the requirements of Section 148 of the Code and the regulations proposed or promulgated thereunder.

(2) The City further covenants and agrees to and for the benefit of the Bondholders that the City (i) will not take any action that would cause interest on the Tax-Exempt Bonds to be or to become ineligible for the exclusion from gross income of the Bondholders as provided in Section 103 of the Code, (ii) will not omit to take or cause to be taken, in timely manner, any action which would cause interest on the Tax-Exempt Bonds to be or to become ineligible for the exclusion from gross income of the Bondholders as provided in Section 103 of the Code, and (iii) without limiting the generality of the foregoing, (a) will not take any action which would cause the Tax-Exempt Bonds to be a “private activity bond” within the meaning of Section 141 of the Code or to fail to meet any applicable requirement of Section 149 of the Code and (b) will not omit to take or cause to be taken, in timely manner, an action which would cause the Tax-Exempt Bonds to be a “private activity bond” or to fail to meet any applicable requirement of Section 149 of the Code. The Mayor and/or the City Administrator, or such other appropriate officials of the City each are hereby authorized and directed to execute from time to time such Tax Certificate as shall be necessary to establish that the Tax-Exempt Bonds are not and will not become “private activity bonds,” that all applicable requirements of Section 149 of the Code are and will be met, and that the covenant of the City contained in this Section 13(b)(2) will be complied with.

(3) The City covenants and certifies to and for the benefit of the Bondholders that: (i) the City will at all times comply with the provisions of any Tax Certificate; (ii) the City will at all times comply with the rebate requirements contained in Section 148(f) of the Code, to the extent applicable; and (iii) no bonds or other evidences of indebtedness of the City have been or will be issued, sold or delivered within a period beginning 15 days prior to the sale of a series of Tax-Exempt Bonds and ending 15 days following the date of delivery of and payment for a series of Tax-Exempt Bonds.

The City hereby covenants to adopt, make, execute and enter into (and to take such actions, if any, as may be necessary to enable it to do so) any resolution or Tax Certificate necessary to comply with any changes in law or regulations in order to preserve the exclusion of interest on the Tax-Exempt Bonds from gross income of the Bondholders thereof for purposes of the federal income tax to the extent that it may lawfully do so. The City further covenants to (a) impose such limitations on the investment or use of moneys or investment related to the Tax-Exempt Bonds, (b) make such payments to the United States Treasury, (c) maintain such records, (d) perform such calculations and (e) perform such other acts as may be necessary to preserve the exclusion of interest on the Tax-Exempt Bonds from gross income of the Bondholders thereof for purposes of the federal income tax and which it lawfully may do.

Pursuant to these covenants, the City obligates itself to comply with the requirements of Section 103 of the Code and the regulations proposed or promulgated thereunder throughout the term of the issue of the Tax-Exempt Bonds.

(c) *Modification of Tax Covenants.* The covenants of this Section are specified solely to assure the continued exemption from regular income taxation of the interest on the Tax-Exempt Bonds. To that end, the provisions of this Section may be modified or eliminated without any requirement for formal amendment thereof upon receipt of an opinion of the City’s bond counsel

that such modification or elimination will not adversely affect the tax exemption of interest on any Tax-Exempt Bonds.

Section 14. Issuance of Parity Bonds. The City may issue Parity Bonds to provide funds for any purpose relating to the Wastewater System, but only if:

(a) No Event of Default under this Master Ordinance or any Series Ordinance has occurred and is continuing;

(b) At the time of the issuance of the Parity Bonds there is no deficiency in the Debt Service Account and all required deposits to all subaccounts in the Reserve Account have been made;

(c) There shall have been filed with the City either:

(1) A certificate of the City Administrator or the City Treasurer stating that Net Revenues (adjusted as provided in Section 14(d)) for the Base Period were not less than one hundred twenty five percent (125%) of Maximum Annual Debt Service on all then Outstanding Bonds, calculated as of the date the Parity Bonds are issued and with the proposed Parity Bonds treated as Outstanding; or

(2) A certificate or opinion of a Qualified Consultant:

(A) Stating the amount of the Adjusted Net Revenues for each of the five Fiscal Years after the last Fiscal Year for which interest on the Parity Bonds is, or is expected to be, capitalized, or, if interest will not be capitalized, for each of the five (5) Fiscal Years after the proposed Parity Bonds are issued; and

(B) Concluding the respective amounts of Adjusted Net Revenues in each of the first four Fiscal Years described in Section 14(c)(2)(A) are at least equal to one hundred twenty-five percent (125%) of the Annual Bond Debt Service for each of those respective Fiscal Years on all Outstanding Bonds, with the proposed Parity Bonds treated as Outstanding; and,

(C) Concluding the amount of Adjusted Net Revenues in the fifth Fiscal Year described in Section 14(c)(2)(A) is at least equal to one hundred twenty-five percent (125%) of the Maximum Annual Debt Service, calculated for the period beginning with that fifth Fiscal Year on all then Outstanding Bonds, with the proposed Parity Bonds treated as Outstanding.

(d) The City may adjust Net Revenues for purposes of Section 14(c)(1) by adding any Net Revenues the City Administrator or the City Treasurer calculates the City would have had during the Base Period because of increases in Wastewater System rates, fees and charges which have been adopted by the City and are in effect on or before the date the Parity Bonds are issued. The City shall adjust Net Revenues for the Base Period by eliminating the effect of any withdrawals from or deposits to the Stabilization Account.

(e) The Qualified Consultant shall calculate Adjusted Net Revenues for purposes of Section 14(c)(2) as provided in this Section 14(e):

(1) The City shall provide the Qualified Consultant with the following information:

(A) The Base Period, the Net Revenues for the Base Period and the amounts of any withdrawals from or deposits to the Stabilization Account for Fiscal Years that are included in the Base Period;

(B) Information regarding any Wastewater System utility properties that are being acquired with Parity Bonds and that have an earnings record;

(C) Any changes in rates and charges which have been adopted by the City since the beginning of the Base Period and the dates on which they are scheduled to take effect;

(D) Any changes in customers since the beginning of the Base Period; and,

(E) A description of any extensions or additions to the Wastewater System that were in the process of construction at the beginning of the Base Period or commenced construction after the beginning of the Base Period, the expected date of completion of those extensions or additions, the estimated operating and capital costs of those extensions or additions, and any other changes to the Revenues or Operation and Maintenance Expenses that the City reasonably expects to result from the completion and operation of those extensions or additions.

(2) Using the information provided by the City pursuant to Section 14(e)(1) and any additional information the Qualified Consultant determines is necessary, the Qualified Consultant shall adjust the Net Revenues for the Base Period to eliminate the effect of any withdrawals from or deposits to the Stabilization Account in the manner described in Section 14(d) and may adjust the Net Revenues for the Base Period:

(A) To reflect any changes that the Qualified Consultant projects will result from the acquisition of Wastewater System utility properties that are being financed with the Parity Bonds and that have an earnings record;

(B) To reflect any changes in rates and charges which have been adopted by the City and which are scheduled to take effect during the period described in Section 14(c)(2)(A), or which increase rates and charges for inflation at a level which the Qualified Consultant determines is reasonable;

(C) To reflect any changes in customers of the Wastewater System that occurred after the beginning of the Base Period and prior to the date of the Qualified Consultant's certificate; and

(D) To reflect any changes to Net Revenues not included in the preceding paragraphs that are projected to result from the completion and operation of additions and extensions to the Wastewater System that were under construction at the beginning of the Base Period or commenced construction after the beginning of the Base Period.

(f) The City may issue Refunding Bonds to refund Outstanding Bonds without complying with Section 14(a) through (e) above if the refunded Bonds are legally defeased on the date of delivery of the Refunding Bonds and if the Annual Bond Debt Service on the Refunding Bonds does not exceed the Annual Bond Debt Service on the refunded Bonds in any Fiscal Year by more than five percent (5.00%).

(g) Bonds shall be treated as “legally defeased” for purposes of Section 14(f) if they are defeased as provided in Section 19.

(h) All Parity Bonds issued in accordance with this Section 14 shall have a lien on the Net Revenues which is equal to the lien of all other Outstanding Bonds.

Section 15. Interest Subsidy Bonds. The amounts assumed to be paid on Interest Subsidy Bonds shall be calculated as follows:

(a) When calculating Annual Debt Service for the Rate Covenant in Section 12(a), the City shall subtract from interest to be paid on Interest Subsidy Bonds the federal interest subsidies on Interest Subsidy Bonds that the City reasonably expects, at the beginning of the Fiscal Year, to receive during that Fiscal Year.

(b) When calculating Annual Debt Service and Maximum Annual Debt Service for the tests for issuing Parity Bonds in Section 14, the City shall subtract from the scheduled payments of interest on Interest Subsidy Bonds the amount of federal interest subsidies that the City reasonably expects, at the time the Parity Bonds are issued, to receive.

(c) When calculating the amount of principal, interest and premium, if any, required to be paid in any Fiscal Year on a Series of Interest Subsidy Bonds to determine the Tax Maximum for Interest Subsidy Bonds that are secured by a subaccount in the Bond Reserve Account, the City shall subtract from the scheduled payments of interest on Interest Subsidy Bonds the federal interest subsidies that the City reasonably expects, at the time the Series of Interest Subsidy Bonds is issued, to be paid to the City for the Series of Interest Subsidy Bonds. The City shall not be required to increase the amount the City is required to hold in a subaccount in the Bond Reserve Account if federal interest subsidies are not paid when or in the amounts expected. However, if the City reduces the amount it holds in a subaccount of the Bond Reserve Account because Bonds secured by that subaccount have been paid, the City must take into account its reasonable expectations of the amount of federal interest subsidies it expects to receive at the time of reduction in determining the amount that the City must retain in a subaccount of the Bond Reserve Account.

Section 16. Estimated Debt Service Requirements for Balloon Payments. The Estimated Debt Service Requirement for Balloon Payments shall be calculated in accordance with this Section 16.

(a) For the Rate Covenants: For each Balloon Payment that is Outstanding on August 1 of any Fiscal Year, the City Administrator, City Treasurer, or their designee shall prepare a schedule of principal and interest payments for a hypothetical Series of Refunding Bonds that refunds that Balloon Payment in accordance with Section 16(d). The City Administrator, City Treasurer, or their designee, shall prepare that schedule as of that first day of August, and that schedule shall be used to determine compliance with the rate covenant in Section 12(a) for the following Fiscal Year.

(b) For Parity Bonds: Whenever a Balloon Payment will be Outstanding on the date a Series of Parity Bonds is issued, the City Administrator, City Treasurer, or their designee, shall prepare a schedule of principal and interest payments for a hypothetical Series of Refunding Bonds that refunds each Outstanding Balloon Payment in accordance with Section 16(d). The City Administrator, City Treasurer, or their designee shall prepare that schedule as of the date the Parity Bonds are sold, and that schedule shall be used to determine compliance with the tests for Parity Bonds in Section 14.

(c) For the Reserve Account Requirement: If a Reserve Account Requirement applies to a Series of Bonds, whenever such Series of Bonds contains a Balloon Payment, the City Administrator, City Treasurer, or their designee shall prepare a schedule of principal and interest payments for a hypothetical Series of Refunding Bonds that refunds each Balloon Payment in that Series in accordance with Section 16(d). The City Administrator, City Treasurer, or their designee shall prepare that schedule as of the date the Series is sold, and that schedule shall be used to determine the Reserve Requirement as long as that Series is Outstanding.

(d) Each hypothetical Series of Refunding Bonds shall be assumed to be paid in equal annual installments of principal and interest that are sufficient to amortize the principal amount of the Balloon Payment over the term selected by the City Administrator, City Treasurer, or their designee; however, the City Administrator, City Treasurer, or their designee shall not select a term that exceeds the lesser of: 30 years from the date the Balloon Payment is originally scheduled to be paid; or, the City's estimate of the remaining weighted average useful life (expressed in years and rounded to the next highest integer) of the assets which are financed with the Balloon Payment. The annual installments shall be assumed to be due on the anniversaries of the date the Balloon Payment is originally scheduled to be paid, with the first installment due on the first anniversary of the date the Balloon Payment is scheduled to be paid. Each installment shall be assumed to bear interest at a rate that is estimated by the City from the Bond Buyer Revenue Bond Index (or if the Bond Buyer Revenue Bond Index is not available, a reasonably comparable index selected by the City) for a revenue bond with a term determined as described above. When the City prepares a schedule described in Section 16(a), Section 16(b), or Section 16(c), the City shall use the index that is available to the City on the date the City is required to prepare that schedule.

Section 17. Form of Bonds. The Bonds issued hereunder shall be in substantially the form provided in each Series Ordinance for such Bonds.

Section 18. Execution of Bonds. The Bonds shall be executed on behalf of the City with the manual or facsimile signatures of the Mayor and the City Treasurer, with both signatures attested by the manual or facsimile signature of the Clerk.

Only such Bonds as shall bear thereon a Certificate of Authentication in the forms set forth in the respective Series Ordinances, manually executed by the Bond Registrar, shall be valid or obligatory for any purpose or entitled to the benefits of this Master Ordinance. Such Certificate of Authentication shall be conclusive evidence that the Bonds so authenticated have been duly executed, authenticated, and delivered hereunder and are entitled to the benefits of this Master Ordinance.

In case either of the officers who shall have executed the Bonds shall cease to be an officer or officers of the City before the Bonds so signed shall have been authenticated or delivered by the Bond Registrar pursuant to the Series Ordinance, or issued by the City, such Bonds shall be valid nevertheless and may be issued by the City with the same effect as though the persons who had executed such Bonds had not ceased to be such officers.

Section 19. Defeasance. In the event that money and/or “Governmental Obligations” (as now or hereinafter defined in Idaho Code, Section 57-504 or comparable statute then in effect) maturing at such time or times and bearing interest to be earned thereon in amounts sufficient to redeem and retire any Bonds payable out of the Bond Fund in accordance with their terms are irrevocably deposited with an escrow agent to effect such redemption and retirement, then no further payments need be made into the Bond Fund for the payment of the principal of and interest on such Bonds and the owner of such Bonds shall cease to be entitled to any lien, benefit or security of this Master Ordinance except the right to receive the funds so set aside and pledged, and such Bonds shall be deemed not to be Outstanding hereunder. Prior to such Bonds being deemed defeased, the City shall file with the escrow agent (i) a certificate from an independent, certified public accountant to the effect that the money and the principal and interest to be received from the Government Obligations are calculated to be sufficient, without further reinvestment, to pay the defeased Bonds when due; and (ii) an opinion of nationally recognized bond counsel that the proposed defeasance will not cause interest on any defeased Tax-Exempt Bonds to be includable in gross income under the Code.

The City will cause the Bond Registrar appointed for the Bonds being defeased to provide notice of defeasance of Bonds to Registered Owners of Bonds being defeased and to each party entitled to receive notice under this Master Ordinance.

Section 20. Lost or Destroyed Bonds. In case any Bonds shall be lost, stolen or destroyed, the Bond Registrar for such lost, stolen or destroyed Bonds may authenticate and deliver a new Bond or Bonds of like amount, date and tenor to the owner thereof upon the owner's paying the expenses and charges of such Bond Registrar and the City in connection therewith and upon his filing with such Bond Registrar and the City evidence satisfactory to both that such Bond or Bonds were actually lost, stolen or destroyed and of their ownership thereof, and upon furnishing such Bond Registrar and the City with indemnity to their satisfaction.

Section 21. Events of Default. Each of the following events is hereby declared to be an "Event of Default" under this Master Ordinance:

(a) *Non-payment of Principal, Premium or Reserve Deposit.* Payment of the principal of the Bonds, or any required Reserve Account deposit, is not made when the same becomes due and payable;

(b) *Non-payment of Interest.* Payment of any installment of interest on the Bonds is not made when the same becomes due and payable.

(c) *Incapable to Perform.* The City for any reason is, or is rendered to be, incapable of fulfilling its obligations hereunder.

(d) *Non-Performance of Duties.* The City shall have failed to carry out and to perform all acts and things lawfully required to be carried out or to be performed by it under any contract relating to the Revenues, to the Wastewater System, or to all or any combination thereof, or otherwise, including, without limitation, this Master Ordinance, and such failure shall continue for sixty (60) days after receipt of notice from the Registered Owners of at least a majority in principal amount of the Bonds, then Outstanding.

(e) *Failure to Reconstruct.* The City discontinues or unreasonably delays or fails to carry out with reasonable dispatch the reconstruction of any revenue-producing part of the Wastewater System which is destroyed or damaged and is not promptly repaired or replaced (whether such failure to repair is due to impracticability of such repair or replacement, is due to a lack of monies therefor, or for other reasons).

(f) *Appointment of Receiver.* An order or decree is entered by a court of competent jurisdiction, with the consent or acquiescence of the City appointing a receiver or receivers for the Wastewater System or for the Revenues and any other monies subject to the lien to secure the payment of the Bonds, or both such Wastewater System and such monies, or if any order or decree having been entered without the consent or acquiescence of the City, is not vacated or discharged or stayed on appeal within sixty (60) days after entry.

(g) *Default of any Provisions.* The City makes any default in the due and punctual performance of any other of the representations, covenants, conditions, agreements and other provisions contained in the Bonds authorized or referred to in this Master Ordinance on its part to be performed, and if such default continues for sixty (60) days after written notice, specifying such default and requiring the same to be remedied, is given to the City by the Registered Owners of at least a majority in principal amount of the Bonds then Outstanding.

(h) *Remedies.* If an Event of Default occurs, any Registered Owner may exercise any remedy available at law or in equity including mandamus, where applicable. However, the Bonds shall not be subject to acceleration.

Section 22. Application of Funds and Moneys in Event of Default. The City covenants that if an Event of Default shall happen and shall not have been remedied, the City, upon written demand of the Registered Owners of at least a majority of the principal amount of the Bonds then Outstanding, shall pay over or cause to be paid over to a commercial bank or other financial institution with a reported capital and surplus in excess of \$50 million appointed by such Registered Owners as trustee for the benefit of the Registered Owners (the "Trustee"), (i) forthwith, all moneys, securities and funds then held by the City in any fund under this Master Ordinance, and (ii) all Net Revenues as promptly as practicable after receipt thereof.

During the continuance of an Event of Default, the Trustee shall apply all moneys, securities, funds and Net Revenues received by the Trustee pursuant to any right given or action taken under the provisions of this Master Ordinance and any Series Ordinance as follows and in the following order:

(a) *Compensation and Expenses of Trustee.* To the payment of the reasonable and proper compensation, charges, expenses and liabilities of the Trustee;

(b) *Operating Costs.* To the payment of the amounts required for reasonable and necessary Operation and Maintenance Expenses as necessary, in the judgment of the Trustee, to prevent deterioration of the Wastewater System or loss of Net Revenues therefrom. For this purpose, the books or records and accounts of the City relating to the Wastewater System shall at all times be subject to the inspection of the Trustee and its representatives and agents during the continuance of such Event of Default;

(c) *Principal or Redemption Price and Interest.* To the payment of the interest and principal or redemption price then due on Bonds as follows:

(1) *First:* To the payment to the persons entitled thereto of all installments of interest then due in the order of the maturity of such installments, together with accrued and unpaid interest of the Bonds therefor called for redemption, and if the amount available shall not be sufficient to pay in full any installment or installments maturing on the same date, then to the payment thereof ratably, according to the amounts due thereon, to the persons entitled thereto, without any discrimination or preference; and

(2) *Second:* To the payment of the persons entitled thereto of the unpaid principal or redemption price of the Bonds which shall have become due, whether at maturity or by call for redemption, in the order of their due dates, and, if the amount available shall not be sufficient to pay in full all the Bonds due on any date, then to the payment thereof ratably, according to the amounts of principal or redemption due on such date, to the persons entitled thereto, without any discrimination or preference.

(3) If and whenever all overdue installments of interest on the Bonds, together with the reasonable and proper charges, expenses and liabilities of the Trustee, and all other sums payable by the City under this Master Ordinance, including the principal and redemption price of and accrued unpaid interest on the Bonds then payable by declaration or otherwise, shall either be paid by the Trustee for the account of the City, or provision satisfactory to the Trustee shall be made for such payment, and all Events of Default under the Ordinance shall be made good or secured to the satisfaction of the Trustee or provision deemed by the Trustee to be adequate shall be made therefor, the City shall be restored to its former positions and rights under this Master Ordinance. No such restoration of the City in its former positions and rights shall extend to or affect any subsequent Events of Default under this Master Ordinance or impair any right consequent thereon.

Section 23. Amendments.

(a) The City from time to time and at any time may pass an ordinance or ordinances supplemental hereto, which ordinance or ordinances thereafter shall become a part of this Master

Ordinance, for any one or more or all of the following purposes:

(1) To add to the covenants and agreements of the City in this Master Ordinance, other covenants and agreements thereafter to be observed, which shall not adversely affect the interests of the Registered Owners of the Outstanding Parity Bonds issued hereunder, or to surrender any right or power herein reserved.

(2) To make such provisions for the purpose of curing any ambiguities or of curing, correcting, or supplementing any defective provision contained in this Master Ordinance, or any Series Ordinance authorizing Bonds in regard to matters or questions arising under such ordinances as the Council may deem necessary or desirable and not inconsistent with such ordinances and which shall not adversely affect, in any material respect, the interest of the Registered Owners of the Outstanding Bonds.

Any such Series Ordinance may be adopted without the consent of the owners of any Bonds at any time outstanding, notwithstanding any of the provisions of subsection (b) of this Section.

(b) With the consent of the owners of not less than fifty-one percent (51%) in aggregate principal amount of the Bonds at the time Outstanding, the Council may pass an ordinance or ordinances supplemental hereto for the purpose of adding any provisions to or changing in any manner or eliminating any of the provisions of this Master Ordinance or of any Series Ordinance; provided, however, that no such Series Ordinance shall:

(1) Extend the fixed maturity of any Bonds, or reduce the rate of interest thereon, or extend the time of payment of interest from their due date, or reduce the amount of the principal thereof, or reduce any premium payable on the redemption thereof, without the consent of the Registered Owner of each Bond so affected; or

(2) Reduce the aforesaid percentage of Bond owners required to approve any such Series Ordinance, without the consent of the owners of all the Bonds then Outstanding.

It shall not be necessary for the consent of Bond owners under this subsection (b) to approve the particular form of any proposed Series Ordinance, but it shall be sufficient if such consent shall approve the substance thereof.

(c) Upon the adoption of any Series Ordinance pursuant to the provisions of this Section, this Master Ordinance shall be deemed to be modified and amended in accordance therewith, and the respective rights, duties and obligations of the City under this Master Ordinance and all owners of Bonds Outstanding hereunder shall thereafter be determined, exercised and enforced thereunder, subject in all respects to such modifications and amendments, and all terms and conditions of any such Series Ordinance shall be deemed to be part of the terms and conditions of this Master Ordinance for any and all purposes.

(d) Bonds executed and delivered after the execution of any Series Ordinance passed pursuant to the provisions of this Section may have a notation as to any matter provided for in such Series Ordinance, and if such Series Ordinance shall so provide, new Bonds so modified as to conform, in the opinion of the Council, to any modification of this Master Ordinance contained in

any such Series Ordinance, may be prepared and delivered without cost to the owners of any affected Bonds then Outstanding, upon surrender for cancellation of such Bonds in equal aggregate principal amounts.

(e) *Exclusion of Bonds Owned by City.* Bonds owned or held by or for the account of the City shall not be deemed Outstanding for the purpose of any vote or consent or other action or any calculation of Outstanding Bonds in this Master Ordinance provided for and shall not be entitled to vote or consent or take any other action in this Master Ordinance provided for.

(f) *Bonds Held by Securities Repositories.* For so long as the Bonds are held in book entry only form, communications with the owners shall be made with the securities depository who is the "Registered Owner" of the Bonds and communications with (and obtaining consents from) Beneficial Owners shall be made in accordance with the operational procedures of the securities depository that is the "Registered Owner" of the Bonds.

Section 24. Severability. If any one or more of the covenants or agreements provided in this Master Ordinance to be performed on the part of the City shall be declared by any court of competent jurisdiction to be contrary to law, then such covenant or covenants, agreement or agreements, shall be null and void and shall be deemed separable from the remaining covenants and agreements of this Master Ordinance and shall in no way affect the validity of the other provisions of this Master Ordinance or of the Bonds.

Section 25. Effective Date. That, pursuant to the affirmative vote of one-half (1/2) plus one (1) of the members of the Council, the rule requiring two (2) separate readings by title and one (1) reading in full be, and the same is hereby, dispensed with, and accordingly, this Master Ordinance shall be in full force and effect immediately upon its passage, approval, and publication, as provided by law.

Section 26. Publication. A summary of this Master Ordinance substantially in the form attached hereto as Exhibit A, which form is hereby approved, shall be published within one (1) month hereafter once in an issue of *The Idaho Mountain Express*, the official newspaper of the City, pursuant to Idaho Code, Section 50-901A, as amended.

[The remainder of this page has been left blank intentionally.]

APPROVED by the City Council of the City of Ketchum, Idaho, this 27th day of March, 2023.

APPROVED by the Mayor of the City of Ketchum, Idaho, this 27th day of March, 2023.

NEIL BRADSHAW, MAYOR

ATTEST:

By: _____
TRENT DONAT, CITY CLERK

(S E A L)

EXHIBIT A

**CITY OF KETCHUM
BLAINE COUNTY, IDAHO**

Summary of Ordinance No. 1247, passed March 27, 2023

MASTER ORDINANCE

AN ORDINANCE OF THE CITY OF KETCHUM, BLAINE COUNTY, STATE OF IDAHO, AUTHORIZING THE ISSUANCE AND SALE OF WASTEWATER REVENUE BONDS IN ONE OR MORE SERIES TO PROVIDE FUNDS NECESSARY TO FINANCE OR REFINANCE IMPROVEMENTS TO THE CITY'S WASTEWATER SYSTEM; FIXING THE FORM, COVENANTS AND CERTAIN TERMS OF THE BONDS TO BE ISSUED; PROVIDING FOR THE REGISTRATION AND AUTHENTICATION OF BONDS; PLEDGING NET REVENUES FOR PAYMENT OF DEBT SERVICE ON BONDS ISSUED HEREUNDER; PROVIDING FOR CERTAIN FEDERAL TAX COVENANTS WITH RESPECT TO TAX-EXEMPT BONDS ISSUED HEREUNDER; PROVIDING FOR OTHER MATTERS PROPERLY RELATING THERETO; ORDERING PUBLICATION; APPROVING A SUMMARY OF THE ORDINANCE; PROVIDING FOR WAIVER OF THE READING RULES AND PROVIDING AN EFFECTIVE DATE.

Section 1 (Definitions) defines certain capitalized terms used in the Ordinance.

Section 2 (Authorization of Bonds; Delegation Authority) Authorizes issuance and sale by the City of revenue bonds pursuant to Series Ordinance. Additionally, pursuant to Idaho Code, Section 57-235, authorizes delegation to the Mayor and/or City Administrator of acceptance of the final terms and provisions of sale of Bonds.

Section 3 (Registration) Provides for the appointment of a Bond Registrar and registration of Bonds pursuant to a Series Ordinance.

Section 4 (Redemption and Purchase) Provides that details regarding redemption of Bonds prior to their scheduled maturity shall be provided in the respective Series Ordinance or as accepted by the Mayor and/or City Administrator by authority delegated pursuant to Idaho Code, Section 57-235, and provides details regarding purchase of Bonds.

Section 5 (Establishment of Accounts and Funds) Ratifies or creates the following funds: the Bond Fund, consisting of the Debt Service Account and Reserve Account, the Revenue Fund, the Project Fund and the Rebate Fund.

Section 6 (Revenue Fund; Priority of Application of Revenue of the Wastewater System) Provides for the allocation of Wastewater Revenues to pay expenses and debt service on Bonds.

Section 7 (Bond Fund) Provides for the deposit of revenues into a debt service fund and the maintenance of reserves.

Section 8 (Project Fund) Provides for deposit of proceeds of Bonds issued to finance the Cost of Acquisition and Construction of a Project, including costs of issuance thereof.

Section 9 (Rebate Fund; Rebate Requirement) Provides for deposit of excess earnings on funds under the Ordinance as required by the City's Tax Certificate, which funds are to be held in trust for payment of arbitrage rebate in accordance with Section 148 of the Code.

Section 10 (Authorization for Projects) Provides that Project(s) may be financed by issuance of Bonds under Series Ordinance upon determination by the City that it is necessary to preserve the public health, safety and welfare that certain components of the City's Wastewater System be repaired, replaced and/or improved.

Section 11 (Separate Utility System) Provides that the City may declare certain property which the City owns or acquires to be part of a Separate Utility System.

Section 12 (Specific Covenants) Includes operating covenants for the benefit of Bondholders.

Section 13 (Tax Covenants) Includes covenants to comply with federal tax requirements.

Section 14 (Issuance of Parity Bonds) Provides the terms under which the City may issue Parity Bonds.

Section 15 (Interest Subsidy Bonds) Provides for calculation of the amounts assumed to be paid on Interest Subsidy Bonds.

Section 16 (Estimated Debt Service Requirements for Balloon Payments) Provides for the calculation of estimated debt service on the respective Bonds with Balloon Payments.

Section 17 (Form of Bonds) Describes the form of the Bonds.

Section 18 (Execution of Bonds) Authorizes procedures for execution and authentication of the Bonds.

Section 19 (Defeasance) Provides conditions under which Bonds may be defeased.

Section 20 (Lost or Destroyed Bonds) Makes provision in case Bonds are lost, stolen, or destroyed.

Section 21 (Events of Default) Describes the events declared to be "events of default" under the Ordinance.

Section 22 (Application of Funds and Moneys in Event of Default) Provides for remedies in the event that a default occurs.

Section 23 (Amendments) Provides the terms and conditions pursuant to which the Ordinance may be amended or revised.

Section 24 (Severability) Provides that other covenants and agreements in the Ordinance are not affected if one is made invalid.

Section 25 (Effective Date) Provides for waiver of the reading rules and restates its effective.

Section 26 (Publication) Provides for the publication of a summary of the Ordinance and approves the form and content of this Summary of Ordinance

Exhibit A: Sets forth this summary for publication.

The full text of Ordinance No. 1247 is available at City Hall and will be provided to any citizen upon personal request during normal office hours.

DATED this 27th day of March, 2023.

CITY OF KETCHUM, IDAHO

By: _____
NEIL BRADSHAW, MAYOR

ATTEST:

TRENT DONAT, CITY CLERK

I, the undersigned City Attorney for and legal advisor to the City of Ketchum, Idaho, hereby certify that I have read the foregoing Summary of Ordinance No. 1247 of the City of Ketchum, and that the same is true and complete and provides adequate notice to the public of the contents of said Ordinance.

DATED this ___ day of March, 2023.

City Attorney

CITY OF KETCHUM

ORDINANCE NO. 1248

BY THE COUNCIL:

BREEN, DAVID, HAMILTON,
AND SLANETZ

SERIES ORDINANCE

AN ORDINANCE OF THE CITY OF KETCHUM, BLAINE COUNTY, IDAHO, AUTHORIZING THE ISSUANCE OF ITS WASTEWATER REVENUE BONDS, SERIES 2023, TO PROVIDE FUNDS NECESSARY TO FINANCE IMPROVEMENTS TO THE CITY'S WASTEWATER SYSTEM; FIXING THE FORM OF THE BONDS TO BE ISSUED; AUTHORIZING EXECUTION AND DELIVERY OF A BOND PURCHASE AGREEMENT, AN OFFICIAL STATEMENT, A CONTINUING DISCLOSURE AGREEMENT; DELEGATING AUTHORITY TO APPROVE THE TERMS AND PROVISIONS OF THE SALE OF THE BONDS PURSUANT TO A BOND PURCHASE AGREEMENT; PROVIDING FOR THE REGISTRATION AND AUTHENTICATION OF THE BONDS; PLEDGING REVENUES FOR PAYMENT OF DEBT SERVICE ON BONDS; PROVIDING FOR CERTAIN FEDERAL TAX COVENANTS WITH RESPECT TO THE BONDS; PROVIDING FOR OTHER MATTERS PROPERLY RELATING THERETO; ORDERING PUBLICATION; APPROVING A SUMMARY OF THE ORDINANCE; PROVIDING FOR WAIVER OF THE READING RULES AND PROVIDING AN EFFECTIVE DATE.

Approved: March 27, 2023

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- Exhibit A – Form of Bond
- Exhibit B – Form Notice of Private Negotiated Bond Sale
- Exhibit C – Form of Bond Purchase Agreement
- Exhibit D – Form of Terms Certificate
- Exhibit E – Summary of Series Ordinance

ORDINANCE NO. 1248

AN ORDINANCE OF THE CITY OF KETCHUM, BLAINE COUNTY, IDAHO, AUTHORIZING THE ISSUANCE OF ITS WASTEWATER REVENUE BONDS, SERIES 2023, TO PROVIDE FUNDS NECESSARY TO FINANCE AND REFINANCE IMPROVEMENTS TO THE CITY'S WASTEWATER SYSTEM; FIXING THE FORM OF THE BONDS TO BE ISSUED; AUTHORIZING EXECUTION AND DELIVERY OF A BOND PURCHASE AGREEMENT, AN OFFICIAL STATEMENT, A CONTINUING DISCLOSURE AGREEMENT; DELEGATING AUTHORITY TO APPROVE THE TERMS AND PROVISIONS OF THE SALE OF THE BONDS PURSUANT TO A BOND PURCHASE AGREEMENT; PROVIDING FOR THE REGISTRATION AND AUTHENTICATION OF THE BONDS; PLEDGING REVENUES FOR PAYMENT OF DEBT SERVICE ON BONDS; PROVIDING FOR CERTAIN FEDERAL TAX COVENANTS WITH RESPECT TO THE BONDS; PROVIDING FOR OTHER MATTERS PROPERLY RELATING THERETO; ORDERING PUBLICATION; APPROVING A SUMMARY OF THE ORDINANCE; PROVIDING FOR WAIVER OF THE READING RULES AND PROVIDING AN EFFECTIVE DATE.

**CITY OF KETCHUM, BLAINE COUNTY,
STATE OF IDAHO WASTEWATER REVENUE BONDS, SERIES 2023**

BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF KETCHUM, BLAINE COUNTY, IDAHO, AS FOLLOWS:

WHEREAS, the City of Ketchum, Blaine County, Idaho (the "City") is a body politic and corporate duly organized, operating and existing under and pursuant to the provisions of the Constitution and the laws of the State of Idaho;

WHEREAS, pursuant to a special municipal revenue bond election duly called by the City and held on November 8, 2022 (the "Bond Election"), there was submitted to the qualified electors of the City the following proposition:

THE CITY OF KETCHUM, BLAINE COUNTY, IDAHO, HAS DETERMINED THAT IT IS IN THE INTEREST OF THE PUBLIC, AND NECESSARY FOR PURPOSES OF IMPROVED WATER QUALITY, TO FINANCE THE RENOVATION, IMPROVEMENT, AND UPGRADE OF THE CITY'S WASTEWATER SYSTEM. FINANCING THE IMPROVEMENTS THROUGH THE ISSUANCE OF WASTEWATER REVENUE BONDS WILL PREVENT AN INITIAL 60% CUSTOMER RATE INCREASE, AND TWO SUBSEQUENT 25% RATE INCREASES, KEEPING UPFRONT WASTEWATER RATE

INCREASES LOWER AND MORE AFFORDABLE. EACH SERIES OF BONDS SHALL BE PAID SOLELY FROM REVENUES GAINED FROM WASTEWATER CUSTOMER FEES AND WILL HAVE NO EFFECT ON PROPERTY TAXES.

SHALL THE CITY OF KETCHUM, IDAHO, BE AUTHORIZED TO ISSUE AND SELL ONE OR MORE SERIES OF WASTEWATER REVENUE BONDS OVER THE NEXT TEN (10) YEARS, IN AN AGGREGATE PRINCIPAL AMOUNT UP TO \$14,000,000, FOR THE PURPOSE OF FUNDING THE RENOVATION, IMPROVEMENT, AND UPGRADE OF THE CITY'S WASTEWATER SYSTEM?

WHEREAS, more than a majority of the votes cast at the Bond Election were cast in favor of said proposition and the issuance of up to \$14,000,000 of revenue bonds of the City was authorized for the purpose of financing the design, acquisition and construction of certain improvements to the City's Wastewater System and to pay the costs of issuance thereof;

WHEREAS, pursuant to the successful Bond Election, on the date hereof, the members of the City's Council (the "Council") adopted Ordinance No. 1247 (the "Master Ordinance") providing for the issuance and sale of wastewater revenue bonds to finance or refinance Projects, as defined thereunder, by adoption of series ordinances thereto, and the Council adopts this Series Ordinance to authorize its Series 2023 Bonds to finance the Series 2023 Project, as such terms are hereinafter defined; and

WHEREAS, pursuant to Idaho Code, Section 57-235, the Council desires to delegate authority, in accordance with the specific instructions and procedures set forth herein, for determination and approval of certain final terms and provisions of the Series 2023 Bonds and other matters at the time the Series 2023 Bonds are sold.

NOW, THEREFORE, THE MAYOR AND COUNCIL OF THE CITY OF KETCHUM, BLAINE COUNTY, IDAHO, FURTHER ORDAIN AS FOLLOWS:

ARTICLE I

Section 101. Definitions. Except as provided in this Section, all defined terms contained in this Series Ordinance shall have the same meanings as set forth in the Master Ordinance. As used in this Series Ordinance, in addition to the terms defined in the WHEREAS clauses of this Series Ordinance or if the context shall otherwise require, the following terms shall have the following meanings:

Act means collectively the Revenue Bond Act, Idaho Code, Sections 50-1027 through 50-1042, inclusive, and the Municipal Bond Law of the State of Idaho, being Idaho Code, Title 57, Chapter 2.

Authorized Denominations means \$5,000 or integral multiples thereof.

Delegated Officer means the City Administrator.

Delegation Certificate means the Terms Certificate, substantially in the form of Exhibit D hereto, signed and delivered by the Delegated Officer to approve the final terms and provisions of the Bond Purchase Agreement and Series 2023 Bonds.

Interest Payment Date means with respect to the Series 2023 Bonds, each March 1 and September 1, commencing September 1, 2023, or any other dates as specified in the Delegation Certificate.

Principal Payment Date or “sinking fund payment date” means with respect to the Series 2023 Bonds, each September 1 commencing September 1, 2024, or any other dates specified in the Delegation Certificate.

Series Ordinance means this Ordinance No. 1248 adopted by the Council on March 27, 2023, authorizing the issuance of the Series 2023 Bonds, setting forth certain requirements of the terms of sale of the Series 2023 Bonds, delegating authority to approve the final terms and provisions of the Series 2023 Bonds, and providing for related matters.

Series 2023 Bonds means the City’s Wastewater Revenue Bonds, Series 2023 authorized hereunder in substantially the form attached to this Series Ordinance as Exhibit A.

Series 2023 Bond Registrar means, with respect to the Series 2023 Bonds, Zions Bancorporation, National Association, Boise, Idaho, appointed by the City pursuant to Section 3 of the Master Ordinance and this Series Ordinance to serve as the authenticating agent, paying agent, and transfer agent for the Series 2023 Bonds. The term “Series 2023 Bond Registrar” shall include any business successor or successors thereto, any company into which the Series 2023 Bond Registrar may be merged or converted or with which it may be consolidated or any company resulting from any merger, conversion or consolidation to which it shall be a party, provided such company shall be a bank or trust company organized under the laws of any state of the United States of America or a national banking association and shall be authorized by law to perform all the duties imposed upon it by this Series Ordinance, shall be the successor to the Series 2023 Bond Registrar without the execution or filing of any paper or the performance of any further act.

Series 2023 Project means financing the acquisition and construction of certain improvements to the City’s Wastewater System, including but not limited to: the construction of new aeration basins, aeration basin blower repairs, new grit removal systems, a new rotary drum thickener, a new dewatering building, removal of Digester No. 1, clarifier system repairs, a new Digester No. 2, new and replacement digester blowers, replacement backup generators and pumps, new ultraviolet (UV) equipment, upgraded programmable logic controller (PLC) hardware and filters, construction of new ancillary buildings, the purchase of new utility vehicles, and other ancillary equipment and controls required for the operation of the Wastewater System, and any other comparable alternative construction, renovation and improvements to the Wastewater System as otherwise determined by the City, and all other related costs, items and appurtenances

necessary, useful and convenient for the adequate collection and treatment of wastewater within the City, all collectively constituting the Project, as defined herein.

The terms “**hereby**,” “**hereof**,” “**hereto**,” “**herein**,” “**hereunder**,” and any similar terms as used in this Series Ordinance refer to this Series Ordinance.

ARTICLE II

Section 201. Authority for Series Ordinance. This Series Ordinance is adopted pursuant to the provisions of the Act and the Master Ordinance. This Series Ordinance contemplates the issuance and sale of the Series 2023 Bonds through a delegation of authority as provided in Section 207 hereof. Unless the context clearly indicates otherwise, for example, the provisions of Section 206(a) through (b) which take effect upon adoption of this Series Ordinance, this Series Ordinance shall not take effect and no provision thereof shall be binding upon the City unless and until the Series 2023 Bonds are sold and issued.

Section 202. Finding and Purpose. In compliance with the Master Ordinance, the Series 2023 Bonds are hereby authorized to be issued as Initial Bonds to provide funds with which to finance the Series 2023 Project.

Section 203. Authorization of Series 2023 Bonds; Designation; Confirmation of Pledged Revenues. In accordance with and subject to the terms, conditions and limitations established by the Act, and contained in the Master Ordinance and this Series Ordinance, revenue bonds of the City are hereby authorized to be issued and shall be designated “City of Ketchum, Blaine County, State of Idaho, Wastewater Revenue Bonds, Series 2023.” The Series 2023 Bonds are secured by the pledge of the Net Revenues under Section 7 of the Master Ordinance equally and ratably with all Bonds issued under the Master Ordinance.

Section 204. Issue Date. The Series 2023 Bonds shall be dated as of the date of their delivery.

Section 205. Description of the Series 2023 Bonds.

(a) The Series 2023 Bonds shall be issued only in fully registered form in Authorized Denominations. Each of the Series 2023 Bonds shall be numbered separately from R-1 upwards. The Series 2023 Bonds shall be substantially in the form set forth in Exhibit A attached hereto, with such appropriate variations, omissions, and insertions as are permitted or required by this Series Ordinance and may have endorsed thereon such legends or text as may be necessary or appropriate to conform to any applicable rules and regulations of any governmental authority or any usage or requirement of law with respect thereto. The Series 2023 Bonds may be typewritten, printed, lithographed, engraved or produced in similar manner. If any Series 2023 Bond is printed, any portion of the text of the Series 2023 Bond may be printed on the back of the Series 2023 Bond with an appropriate reference placed on the front of the Series 2023 Bond.

(b) The Series 2023 Bonds shall bear interest from the date of delivery, or the most recent date to which interest has been paid or duly provided for and shall be payable on the Principal Payment Date and Interest Payment Date and as provided in the Delegation Certificate.

(c) The principal of and interest on the Series 2023 Bonds shall be payable in lawful money of the United States of America. Interest on the Series 2023 Bonds shall be calculated on the basis of a 360-day year and twelve 30-day months.

(d) The City intends to designate the Series 2023 Bonds as a “qualified tax-exempt obligation” within the meaning and for the purpose of Section 265(b)(3) of the Internal Revenue Code of 1986, as amended (the “Code”), and the City, including all aggregated issuers as described in Section 265(b)(3)(E) of the Code, does not reasonably anticipate that it will issue more than \$10,000,000, including the Series 2023 Bonds, as qualified tax-exempt obligations during the calendar year.

Section 206. Authorization of Actions Preliminary to Sale and Issuance of Series 2023 Bonds.

(a) The Council desires to sell the Series 2023 Bonds pursuant to negotiated sale to Piper Sandler & Co. (the “Underwriter”) pursuant to Idaho Code, Section 57-232 and a Bond Purchase Agreement (the “Bond Purchase Agreement”) to be entered into on the date the Series 2023 Bonds are sold by the City to the Underwriter.

(b) In accordance with Idaho Code, Section 57-215, the Notice of Private Negotiated Bond Sale (the “Notice of Sale”) in the form attached as Exhibit B hereto is hereby ratified and approved and the City’s bond counsel is authorized to complete the Notice of Sale and effect timely publication thereof prior to the sale of the Series 2023 Bonds and approval and execution of the Bond Purchase Agreement.

(c) The Bond Purchase Agreement in substantially the form attached hereto as Exhibit C is hereby approved. Pursuant to Section 207 hereof, upon the sale of the Series 2023 Bonds and inclusion of the final terms of the Series 2023 Bonds therein, the Delegated Officer is hereby authorized to execute and deliver the Bond Purchase Agreement, with such additions or changes thereto as such officer may deem necessary or advisable subject to the limitations set forth in Section 207 hereof, with such approval to be conclusively evidenced by the execution of the Bond Purchase Agreement as so added to or changed. The officials of the City are authorized to do or perform all such acts as may be necessary or advisable to comply with the Bond Purchase Agreement and to carry the same into effect. To the extent the provisions of this Series Ordinance or the Master Ordinance and the Bond Purchase Agreement shall be found to be in conflict, the provisions of the Bond Purchase Agreement shall govern.

(d) The Preliminary Official Statement, in substantially the form presented to the Council, and the distribution and use thereof by the Underwriter is hereby authorized

and approved, and the Delegated Officer is hereby authorized to make such additions or changes to the Preliminary Official Statement as deemed necessary or advisable by such Delegated Officer. The Delegated Officer is hereby authorized and directed, for and in the name and on behalf of the City, to execute the final Official Statement in substantially the form of said Preliminary Official Statement with such additions to or changes to evidence the sale of the Series 2023 Bonds as such officer may deem necessary or advisable, such approval to be conclusively evidenced by the execution of said Official Statement as so added to or changed. The Underwriter, as purchaser of the Series 2023 Bonds, is hereby authorized to deliver copies of the said Official Statement (as so added to or changed) to all actual purchasers of the Series 2023 Bonds.

(e) The Continuing Disclosure Agreement (the “Continuing Disclosure Agreement”) between the City and Zions Bancorporation, National Association, as Disclosure Agent, in substantially the form presented to the Council, is hereby approved and the Delegated Officer is hereby authorized and directed, for and in the name and on behalf of the City, to execute the Continuing Disclosure Agreement with such additions or changes thereto as such officer may deem necessary or advisable, with such approval to be conclusively evidenced by the execution of said Continuing Disclosure Agreement as so added to or changed.

Section 207. Sale of Series 2023 Bonds, Delegation Authority.

(a) Pursuant to Idaho Code, Section 57-235, as amended, the Council hereby delegates to the City Administrator (herein referred to as the “Delegated Officer”), the power to make the following determinations on the date of sale of the Series 2023 Bonds to the Underwriter, without any requirement that the members of the Council meet to approve such determinations, but subject to the limitations provided:

(i) The rate of interest to be borne by the Series 2023 Bonds, as measured by the true interest cost, not to exceed 5.000%.

(ii) The principal amount of the Series 2023 Bonds, not to exceed \$7,000,000.

(iii) The Principal Payment Date and the Interest Payment Date for the Series 2023 Bonds, with the final payment date/final maturity for the Series 2023 Bonds to be not later than twenty-one (21) years from the date of the Series 2023 Bonds.

(iv) The amount of principal of the Series 2023 Bonds maturing, or subject to mandatory sinking fund redemption, in any particular year, and the rate of interest accruing thereon.

(v) The price at which the Series 2023 Bonds will be sold (including any underwriter’s discount, original issue premium and original issue discount).

(vi) The dates, if any, on which, and the prices at which, the Series 2023 Bonds will be subject to optional redemption.

(vii) The amount of Series 2023 Bonds proceeds to be deposited to the funds and accounts established by this Series Ordinance.

(b) Upon the sale of the Series 2023 Bonds, including the final terms and provisions of the Series 2023 Bonds, the Delegated Officer shall execute a Delegation Certificate substantially in the form attached hereto as Exhibit D reflecting the final terms and provisions of the Series 2023 Bonds and certifying that the final terms and provisions of the Series 2023 Bonds are consistent with, not in excess of and no less favorable than the terms set forth in subparagraph (a) above, and as approved by the electorate of the City pursuant to the Bond Election.

Section 208. Execution of Series 2023 Bonds. The Series 2023 Bonds shall be executed on behalf of the City by the manual or facsimile signature of the Mayor and the City Treasurer and attested to by the City Clerk and the corporate seal of the City shall be impressed or printed thereon, if any. The Series 2023 Bonds, when so executed, shall be delivered to the Series 2023 Bond Registrar for authentication. The Series 2023 Bond Registrar is hereby requested and directed to authenticate the Series 2023 Bonds by executing the Certificate of Authentication appearing thereon, and to deliver the Series 2023 Bonds, when duly executed and authenticated, to the Underwriter in accordance with written instructions executed on behalf of the City by the Delegated Officer of the City, which instructions said officer is hereby authorized and directed, for and in the name and on behalf of the City, to execute and deliver to the Series 2023 Bond Registrar. Such instructions shall provide for the delivery of the Series 2023 Bonds to the Underwriter in accordance with the Bond Purchase Agreement, upon payment of the purchase price thereof.

Section 209. Registration of Series 2023 Bonds. The Series 2023 Bond Registrar shall keep, or cause to be kept, at its principal corporate trust office, sufficient records for the registration and transfer of Series 2023 Bonds (the “Series 2023 Bond Register”), which shall be open to inspection by the City. The Series 2023 Bond Registrar is authorized, on behalf of the City, to authenticate and deliver Series 2023 Bonds transferred or exchanged in accordance with the provisions of such Series 2023 Bonds and this Series Ordinance and to carry out all of the Series 2023 Bond Registrar's powers and duties under this Series Ordinance and the Idaho Registered Public Obligations Act, Idaho Code, Title 57, Chapter 9, as amended. The Series 2023 Bond Registrar shall be responsible for its representations contained in the Certificate of Authentication on the Series 2023 Bonds. The City Administrator and the City Treasurer are each hereby authorized to negotiate the terms of a registrar agreement with the Series 2023 Bond Registrar, providing for compensation and other terms mutually acceptable to the City and the Series 2023 Bond Registrar regarding the performance of its duties under this Series Ordinance.

(a) *Registered Ownership.* The City and the Series 2023 Bond Registrar may deem and treat the Registered Owner of each Series 2023 Bond on the Record Date as the absolute owner for all purposes, and neither the City nor the Series 2023 Bond Registrar shall be affected by any notice to the contrary. Payment of any such Series 2023 Bond shall

be made only as described herein, but such registration may be transferred as herein provided. All such payments made as described herein, shall be valid and shall satisfy the liability of the City upon such Series 2023 Bond to the extent of the amount or amounts so paid.

(b) *DTC Acceptance/Letter of Representations.* The Series 2023 Bonds will initially be held in fully immobilized form by DTC acting as depository. Prior to issuance of the Series 2023 Bonds hereunder, the Letter of Representations in the form required by DTC, with such changes, omissions, insertions and revisions as the City Administrator shall approve, is hereby authorized, and the City Administrator is hereby authorized to execute such Letter of Representations and cause the same to be filed with DTC. In the written acceptance of the Series 2023 Bond Registrar, the Series 2023 Bond Registrar shall agree to take all action necessary for all representations of the City in the Letter of Representations with respect to the Series 2023 Bond Registrar to be complied with at all times. The City's Letter of Representations is for the purpose of effectuating the book-entry-only system and shall not be deemed to amend, supersede or supplement the terms of this Series Ordinance, which terms are intended to be complete without reference to the Letter of Representations. In the event of any conflict between the terms of the Letter of Representations and the terms of this Series Ordinance, the terms of this Series Ordinance shall control. DTC may exercise the rights of a Registered Owner hereunder only in accordance with the terms hereof applicable to the exercise of such rights.

(c) Neither the City nor the Series 2023 Bond Registrar will have any responsibility or obligation to DTC participants or the persons for whom they act as nominees with respect to the Series 2023 Bonds for the accuracy of any records maintained by DTC or any DTC participant, the payment by DTC or any DTC participant of any amount in respect of the principal of or interest on Series 2023 Bonds, any notice that is permitted or required to be given to Registered Owners under this Series Ordinance (except such notices as shall be required to be given by the City to the Series 2023 Bond Registrar or to DTC), the selection by DTC or any DTC participant of any person to receive payment in the event of a partial redemption of the Series 2023 Bonds, or any consent given or other action taken by DTC as the Registered Owner. For so long as any Series 2023 Bonds are held in fully immobilized form hereunder, DTC or its successor depository shall be deemed to be the Registered Owner for all purposes, and all references in this Series Ordinance to the Registered Owners shall mean DTC or its nominee and shall not mean the owners of any beneficial interest in any Series 2023 Bonds.

(d) *Use of Depository.*

(i) Under the book-entry-only system, Series 2023 Bonds shall be registered initially in the name of "CEDE & Co.," as nominee of DTC, with one Bond maturing on each of the maturity dates for each series of the Series 2023 Bonds in a denomination corresponding to the total principal therein designated to mature on such date. Registered ownership of such immobilized Series 2023

Bonds, or any portions thereof, may not thereafter be transferred except (a) to any successor of DTC or its nominee, provided that any such successor shall be qualified under any applicable laws to provide the service proposed to be provided by it; (b) to any substitute depository appointed by the Designated Representative pursuant to subsection (i) below or such substitute depository's successor; or (c) to any person as provided in subsection (iii) below.

(ii) Upon the resignation of DTC or its successor (or any substitute depository or its successor) from its functions as depository or a determination by the Designated Representative to discontinue the system of book entry transfers through DTC or its successor (or any substitute depository or its successor), the Designated Representative may hereafter appoint a substitute depository. Any such substitute depository shall be qualified under any applicable laws to provide the services proposed to be provided by it.

(iii) In the case of any transfer pursuant to clause (a) or (b) of subsection (d) above, the Series 2023 Bond Registrar shall, upon receipt of all Outstanding Series 2023 Bonds issued hereunder, together with a written request on behalf of the Designated Representative, issue a single new Series 2023 Bond for each maturity then outstanding, registered in the name of such successor or such substitute depository, or their nominees, as the case may be, all as specified in such written request of the Designated Representative.

(iv) In the event that (a) DTC or its successor (or substitute depository or its successor) resigns from its functions as depository, and no substitute depository can be obtained, or (b) the Designated Representative determines that it is in the best interest of the Beneficial Owners of the Series 2023 Bonds that such owners be able to obtain such Series 2023 Bonds in the form of Bond certificates, the ownership of such Series 2023 Bonds may then be transferred to any person or entity as herein provided, and shall no longer be held in fully immobilized form. The Designated Representative shall deliver a written request to the Series 2023 Bond Registrar, together with a supply of definitive Series 2023 Bonds, to issue Series 2023 Bonds as herein provided in any authorized denomination. Upon receipt by the Series 2023 Bond Registrar of all then Outstanding Series 2023 Bonds issued hereunder, together with a written request on behalf of the Designated Representative to the Series 2023 Bond Registrar, new Series 2023 Bonds shall be issued in the appropriate denominations and registered in the names of such persons as are requested in such written request.

(v) For so long as all Series 2023 Bonds are in fully immobilized form, such payments of principal and interest thereon shall be made as provided in the operational arrangements of DTC as referred to in the Letter of Representations.

(e) In the event the Series 2023 Bonds are no longer in fully immobilized form, interest on the Series 2023 Bonds shall be paid by check or draft mailed to the Registered

Owners of the Series 2023 Bonds at the addresses for such Registered Owners appearing on the Bond Register on the Record Date. Principal of the Series 2023 Bonds shall be payable upon presentation and surrender of such Series 2023 Bonds by the Registered Owners at the principal office of the Series 2023 Bond Registrar.

(f) *Registration of Transfer of Ownership or Exchange; Change in Denominations.* The transfer of any Series 2023 Bond may be registered and Series 2023 Bonds may be exchanged, but no transfer of any such Series 2023 Bond shall be valid unless such Series 2023 Bond is surrendered to the Series 2023 Bond Registrar with the assignment form appearing on such Series 2023 Bond duly executed by the Registered Owner or such Registered Owner's duly authorized agent in a manner satisfactory to the Series 2023 Bond Registrar. Upon such surrender, the Series 2023 Bond Registrar shall cancel the surrendered Series 2023 Bond and shall authenticate and deliver, without charge to the Registered Owner or transferee therefor, a new Series 2023 Bond (or Series 2023 Bonds at the option of the new Registered Owner) of the same date, maturity, and interest rate and for the same aggregate principal amount in any authorized denomination, naming as Registered Owner the person or persons listed as the assignee on the assignment form appearing on the surrendered Series 2023 Bond, in exchange for such surrendered and cancelled Series 2023 Bond. Any Series 2023 Bond may be surrendered to the Series 2023 Bond Registrar and exchanged, without charge, for an equal aggregate principal amount of the Series 2023 Bonds of the same date, maturity, and interest rate, in any authorized denomination. The Series 2023 Bond Registrar shall not be obligated to register the transfer or to exchange any Series 2023 Bond during the 15 days preceding the date any such Series 2023 Bond is to be redeemed.

(g) *Registrar's Ownership of Series 2023 Bonds.* The Series 2023 Bond Registrar may become the Registered Owner of any Series 2023 Bond with the same rights it would have if it were not the Series 2023 Bond Registrar, and to the extent permitted by law, may act as depository for and permit any of its officers or directors to act as member of, or in any other capacity with respect to, any committee formed to protect the rights of the Registered Owners of the Series 2023 Bonds.

Section 210. Redemption and Purchase.

(a) *Redemption.* The Series 2023 Bonds will be subject to optional and/or mandatory redemption prior to maturity pursuant to the Delegation Certificate.

(b) *Purchase of Bonds.* The City reserves the right to use at any time any Revenue of the System available after providing for payments required by Section 6(b) of the Master Ordinance, or other available funds, to purchase any of the Series 2023 Bonds offered to the City at any price deemed reasonable by the Designated Representative.

(c) *Selection of Bonds for Redemption.* As long as the Series 2023 Bonds are held in book-entry only form, the selection of Series 2023 Bonds to be redeemed shall be made in accordance with the operational arrangements in effect at DTC. If the Series 2023

Bonds are not held in uncertificated form, the selection of such Series 2023 Bonds to be redeemed shall be made as provided in this subsection (c). If the City redeems at any one time fewer than all of the Series 2023 Bonds having the same maturity date, the particular Series 2023 Bonds or portions of Series 2023 Bonds of such maturity to be redeemed shall be selected by lot (or in such other manner determined by the Bond Registrar) in increments of \$5,000. In the case of a Series 2023 Bond of a denomination greater than \$5,000, the City and the Bond Registrar shall treat each Series 2023 Bond as representing such number of separate Series 2023 Bonds each of the denomination of \$5,000 as is obtained by dividing the actual principal amount of such Series 2023 Bond by \$5,000. If Series 2023 Bonds are called for optional redemption, portions of the principal amount of such Series 2023 Bonds, in installments of \$5,000 or any integral multiple of \$5,000, may be redeemed. If less than all of the principal amount of any Series 2023 Bond is redeemed, upon surrender of such Series 2023 Bond at the principal office of the Bond Registrar, there shall be issued to the Registered Owner, without charge therefor, for the then unredeemed balance of the principal amount thereof, a new Series 2023 Bond or Series 2023 Bonds, at the option of the Registered Owner, of like maturity and interest rate in any denomination authorized by this Ordinance.

(d) Notice of Redemption.

(i) *Official Notice.* Unless waived by any owner of the Series 2023 Bonds to be redeemed, official notice of any such redemption (which notice may be conditional) shall be given by the Bond Registrar on behalf of the City by mailing a copy of an official redemption notice by first class mail at least 30 days and not more than 60 days prior to the date fixed for redemption to the Registered Owner of the Series 2023 Bond or Series 2023 Bonds to be redeemed at the address shown on the Bond Register or at such other address as is furnished in writing by such Registered Owner to the Bond Registrar. All official notices of redemption shall be dated and shall state:

- (1) the redemption date;
- (2) the redemption price;
- (3) if fewer than all Outstanding Series 2023 Bonds issued hereunder are to be redeemed, the identification by maturity (and, in the case of partial redemption, the respective principal amounts) of the Bonds to be redeemed;
- (4) that on the redemption date the redemption price will become due and payable upon each such Series 2023 Bond or portion thereof called for redemption, and that interest thereon shall cease to accrue from and after said date; and

(5) the place where such Series 2023 Bonds are to be surrendered for payment of the redemption price, which place of payment shall be the principal office of the Bond Registrar.

On or prior to any redemption date, the City shall deposit with the Bond Registrar an amount of money sufficient to pay the redemption price of all the Series 2023 Bonds or portions of Series 2023 Bonds which are to be redeemed on that date, unless the redemption notice specified a conditional redemption, and the condition was not fulfilled.

(e) *Conditional Notice.* Any notice of optional redemption given for the Series 2023 Bonds pursuant to this Section 210 may state that the optional redemption is conditional upon receipt by the Bond Registrar of amounts sufficient to pay the redemption price of such Series 2023 Bonds or upon the satisfaction of any other condition, and/or that such notice may be rescinded upon the occurrence of any other event, and any conditional notice so given may be rescinded at any time before payment of such redemption price if any such condition so specified is not satisfied or if any such other event occurs. Notice of such rescission or of the failure of any such condition shall be given by the Bond Registrar to affected owners of the Series 2023 Bonds as promptly as practicable.

(f) *Effect of Notice.* Official notice of redemption having been given as aforesaid, the Series 2023 Bonds or portions of Series 2023 Bonds so to be redeemed shall, on the redemption date, become due and payable at the redemption price therein specified, and from and after such date (unless the City shall default in the payment of the redemption price) such Series 2023 Bonds or portions of Series 2023 Bonds shall cease to bear interest. Upon surrender of such Series 2023 Bonds for redemption in accordance with said notice, such Series 2023 Bonds shall be paid by the Bond Registrar at the redemption price. Installments of interest due on or prior to the redemption date shall be payable as herein provided for payment of interest. Upon surrender for any partial redemption of any Series 2023 Bond, there shall be prepared for the Registered Owner a new Series 2023 Bond or Series 2023 Bonds of the same maturity in the amount of the unpaid principal. All Series 2023 Bonds which have been redeemed shall be canceled and destroyed by the Bond Registrar and shall not be reissued. The City will not provide notices of redemption to Beneficial Owners of any Series 2023 Bond and notice to DTC in accordance with this Section shall constitute sufficient notice.

(g) *Additional Notice.* In addition to the foregoing notice, further notice shall be given by the Bond Registrar as set out below, but no defect in said further notice nor any failure to give all or any portion of such further notice shall in any manner defeat the effectiveness of a call for redemption if notice thereof is given as above prescribed. Each further notice of redemption given hereunder shall contain the information required above for an official notice of redemption plus (A) the CUSIP numbers of all Series 2023 Bonds being redeemed; (B) the date of issue of the Series 2023 Bonds as originally issued; (C) the rate of interest borne by each Series 2023 Bond being redeemed; (D) the maturity date of each Series 2023 Bond being redeemed; and (E) any other descriptive information needed

to identify accurately the Series 2023 Bonds being redeemed. Each further notice of redemption shall be sent at least thirty (30) days before the redemption date by registered or certified mail, overnight delivery service or electronic means to the Electronic Municipal Market Access System (“EMMA”) of the Municipal Securities Rule Making Board as provided for by the Securities and Exchange Commission and located at www.emma.mrsb.org.

(h) *CUSIP Numbers.* Upon the payment of the redemption price of Series 2023 Bonds being redeemed, each check or other transfer of funds issued for such purpose shall bear the CUSIP number, if applicable, identifying, by issue and maturity, the Series 2023 Bonds being redeemed with the proceeds of such check or other transfer.

(i) *Amendment of Notice Provisions.* The foregoing notice provisions of this Section 210, including but not limited to the information to be included in redemption notices and the persons designated to receive notices, may be amended by additions, deletions and changes in order to maintain compliance with duly promulgated regulations and recommendations regarding notices of redemption of municipal securities.

ARTICLE III

Section 301. Creation of Accounts and/or Subaccounts under Funds.

(a) The following accounts and/or subaccounts under certain funds previously existing or created under the Master Ordinance are hereby created and/or ratified on the accounting records of the City:

(i) Series 2023 Debt Service Account, a subaccount under the Bond Fund created under the Master Ordinance, to be held by the City for payment of principal and interest of the Series 2023 Bonds;

(ii) Series 2023 Project Account, a subaccount of the Project Fund under the Master Ordinance, to be held by the City for payment of the Cost of Acquisition of the Series 2023 Project and to pay certain costs of issuance of the Series 2023 Bonds as provided hereinafter.

(b) There shall be deposited into the 2023 Debt Service Account the (i) Net Revenues and (ii) such other funds as the City shall designate as irrevocably available to pay principal and interest on the Series 2023 Bonds. The City shall make disbursements from the 2023 Debt Service Account in accordance with Section 401 below.

(c) There shall be deposited into the Series 2023 Project Account the Series 2023 Bonds proceeds referred to in Section 301(d) below to pay the Cost of Acquisition of the Series 2023 Project and certain costs of issuance of the Series 2023 Bonds, if funded.

(d) There shall be deposited into and disbursed from the Rebate Account created under the Master Ordinance the sums required under the Code.

(e) The Series 2023 Bonds are not secured by the Debt Service Reserve Account and are not subject to a Reserve Account Requirement. Accordingly, a subaccount within the Debt Service Reserve Account relating to the Series 2023 Bonds shall not be established by the City.

ARTICLE IV

Section 401. Pledge of Net Revenues. The City covenants and agrees that to pay the principal of and interest on the Series 2023 Bonds, the City shall transfer from the Revenue Fund such amounts sufficient, together with funds then on deposit in the 2023 Debt Service Account, to meet the debt service requirements on the Series 2023 Bonds.

The Net Revenues of the City are hereby pledged for the prompt payment of principal of and interest on the Series 2023 Bonds as the same become due on parity with all Outstanding Bonds.

Section 402. Non-Arbitrage. The proceeds of the sale of the Series 2023 Bonds shall not be used directly or indirectly to acquire any securities or obligations, the acquisition of which would cause any of the Series 2023 Bonds to be arbitrage bonds, within the meaning of Sections 103 or 148 of the Internal Revenue Code of 1986, as amended (the “Code”). The City covenants to and for the benefit of the holders of the Series 2023 Bonds from time to time that no use will be made of the proceeds of the issue and sale of the Series 2023 Bonds or any other funds or accounts of the City which might be deemed to be available proceeds of the Series 2023 Bonds pursuant to the provisions of Section 148 of the Code, and the applicable regulations, which, if such use had been reasonably expected on the date of delivery of and payment for the Series 2023 Bonds, would cause the Series 2023 Bonds to be “arbitrage bonds” within the meaning of Section 148 of the Code. Pursuant to such covenant, the City obligates itself to comply throughout the term of the issue of the Series 2023 Bonds with the requirements of Section 148 of the Code, and any regulations promulgated thereunder. In addition, at closing and delivery of the Series 2023 Bonds the City shall execute a Tax Certificate stating that it will expend the proceeds of the Series 2023 Bonds in a manner that will comply with applicable Sections of the Code and that the Series 2023 Bonds will otherwise comply with the Code. The City shall comply with all provisions of said Tax Certificate, as shall be approved by the Delegated Officer. Such approval of said official of the City shall be conclusively established by the Delegated Officer’s execution of the Tax Certificate in its final form.

ARTICLE V

Section 501. Effect of Series Ordinance. To the extent that this Series Ordinance amends or supplements the Master Ordinance, the Master Ordinance shall be treated as so amended or supplemented

Section 502. Ratification. All proceedings, resolutions, ordinances, and actions of the Council, the City, and their officers, agents and employees taken in connection with the authorization, sale and issuance of the Series 2023 Bonds are hereby in all respects ratified, confirmed and approved and each Designated Representative of the City are hereby authorized and directed, for and in the name and on behalf of the City to do any and all things and take any and all actions and execute and deliver any and all closing certificates, agreements and other documents which they, or any of them, may deem necessary or advisable in order to consummate the lawful issuance and delivery of the Series 2023 Bonds in accordance with this Series Ordinance.

Section 503. Severability. It is hereby declared that all parts of this Series Ordinance are severable, and if any section, paragraph, clause, or provision of this Series Ordinance shall, for any reason, be held to be invalid or unenforceable, the invalidity or unenforceability of any such section, paragraph, clause or provision shall not affect the remaining sections, paragraphs, clauses or provisions of this Series Ordinance.

Section 504. Conflict. All resolutions, orders and regulations or parts thereof heretofore adopted or passed which are in conflict with any of the provisions of this Series Ordinance are, to the extent of such conflict, hereby repealed.

Section 505. Captions. The table of contents and captions or headings herein are for convenience of reference only and in no way define, limit, or describe the scope or intent of any provisions or sections of this Series Ordinance.

Section 506. Savings Clause. Except as amended and/or supplemented by this Series Ordinance, the Master Ordinance shall remain in full force and effect.

Section 507. Effective Date. That, pursuant to the affirmative vote of at least one-half (1/2) plus one (1) of the members of the Council, the rule requiring two (2) separate readings by title and one (1) reading in full be, and the same is hereby, dispensed with, and accordingly, this Series Ordinance shall be in full force and effect immediately upon its passage, approval, and publication, as provided by law.

Section 508. Publication. A summary of this Series Ordinance substantially in the form attached hereto as Exhibit F, which form is hereby approved, shall be published within one (1) month hereafter once in an issue of the *Idaho Mountain Express*, the official newspaper of the City, pursuant to Idaho Code, Section 50-901A, as amended.

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APPROVED by the City Council of the City of Ketchum, Idaho, this 27th day of March, 2023.

APPROVED by the Mayor of the City of Ketchum, Idaho, this 27th day of March, 2023.

NEIL BRADSHAW, MAYOR

ATTEST:

By: _____
TRENT DONAT, CITY CLERK

(S E A L)

EXHIBIT A

FORM OF BOND

UNITED STATES OF AMERICA
STATE OF IDAHO

Registered No: R-____ \$ _____

CITY OF KETCHUM, BLAINE COUNTY, STATE OF IDAHO
WASTEWATER REVENUE BONDS, SERIES 2023

INTEREST RATE: MATURITY DATE: DATED DATE: CUSIP:
_____ % September 1, 20____ _____, 2023

REGISTERED OWNER: ** CEDE & CO. **

PRINCIPAL AMOUNT: _____ AND NO/100 DOLLARS

KNOW ALL BY THESE PRESENTS that the City of Ketchum, Blaine County, State of Idaho (the "City"), acknowledges itself indebted and for value received hereby promises to pay from its Net Revenues deposited to the Bond Fund to the registered owner, or registered assigns specified above, on the maturity date specified above, the principal sum indicated above, and to pay interest thereon from the aforesaid Bond Fund from the dated date specified above, or the most recent date to which interest has been paid or duly provided for, at the rate specified above, payable on September 1, 2023, and semiannually thereafter on September 1 and March 1 of each year until the date of maturity or prior redemption of this Bond.

Principal, interest, and any redemption premium with respect to this Bond are payable in lawful money of the United States of America to the registered owner hereof whose name and address appear on the registration books of the Series 2023 Bond Registrar. Interest shall be paid by the Series 2023 Bond Registrar to the registered owner at the address shown on the Bond Register on the fifteenth (15th) day of the month prior to the interest payment date, or at such other address as may be furnished in writing by such registered owner to the Series 2023 Bond Registrar. Principal shall be paid to the registered owner upon presentation and surrender of this Bond on or after the date of maturity or prior redemption at the designated corporate trust operations agency office of the Bond Registrar.

This Bond is one of a duly authorized issue of bonds designated the "City of Ketchum, Blaine County, State of Idaho, Wastewater Revenue Bonds, Series 2023" (the "Series 2023 Bonds") issued in the aggregate principal amount of \$ _____, under and equally and ratably secured by the Ordinance (as defined below). The Series 2023 Bonds have been issued pursuant to and in full compliance with the Constitution and statutes of the State of Idaho, particularly, the Revenue Bond Act, Idaho Code, Sections 50-1027 through 50-1042, inclusive,

and the Municipal Bond Law of the State of Idaho, being Idaho Code, Title 57, Chapter 2, and proceedings duly adopted and authorized by the City, including the City's Ordinance No. 1247 adopted by the City on March 27, 2023 (the "Master Ordinance") and the City's Ordinance No. 1248 adopted by the City on March 27, 2023 (the "Series Ordinance" and together with the Master Ordinance, collectively the "Ordinance"). This Bond and the Series 2023 Bonds of this issue are issued for the purpose of financing the costs of construction of certain improvements to the City's Wastewater System, and payment of the costs of issuance of the Series 2023 Bonds. The City may issue Parity Bonds and Refunding Bonds having a lien on the Net Revenues under the Master Ordinance equal to, and on parity with, the Series 2023 Bonds upon compliance with the provisions of the Master Ordinance. The term "Bonds" as used herein shall refer to any of the revenue bonds of the City authorized and issued under the Master Ordinance, including the Series 2023 Bonds and any Parity Bonds and Refunding Bonds secured by the Revenues on an equal basis with the Series 2023 Bonds. All Bonds issued under the Master Ordinance and excluding Subordinate Obligations, are equally and ratably secured by the pledges and covenants contained therein. Capitalized terms not otherwise defined in this Bond shall have the meanings ascribed thereto in the Master Ordinance and if not therein, then in the Series Ordinance.

The Series 2023 Bonds are initially issued in the form of a separate single certificated fully registered bond for each maturity, and registered in the name of Cede & Co., as nominee of The Depository Trust Company, New York, New York ("DTC").

Unless this Bond is presented by an authorized representative of DTC to the Series 2023 Bond Registrar for registration of transfer, exchange or payment, and this Bond is registered in the name of Cede & Co. or such other name as requested by an authorized representative of DTC and any payment is made to Cede & Co., ANY TRANSFER, PLEDGE OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL, since the registered owner hereof, Cede & Co., has an interest herein.

This Bond may be exchanged, transferred or replaced only as provided in the Ordinance. The ownership of this Bond must be registered upon the books of the Series 2023 Bond Registrar as provided in the Series Ordinance. The Series 2023 Bond Registrar may treat the registered owner hereof as the absolute owner hereof for all purposes, and the Series 2023 Bond Registrar shall not be affected by any notice to the contrary. So long as the ownership of the Series 2023 Bonds is maintained in book-entry form by DTC (the "Securities Depository") or a nominee thereof, this Bond may be transferred in whole but not in part only to the Securities Depository or a nominee thereof or to a successor Securities Depository or its nominee.

The Series 2023 Bonds maturing on or before September 1, 20[___], shall not be subject to call for optional redemption prior to their stated dates of maturity. On any date on or after March 1, 20[___], at the election of the City, the Series 2023 Bonds maturing on and after September 1, 20[___], shall be subject to optional redemption, in whole or in part, in maturities as selected by the Issuer, upon notice as hereinafter provided, at par, plus accrued interest to the redemption date.

The Series 2023 Bonds with the maturity date of September 1, 20[___], are subject to mandatory sinking fund redemption prior to maturity and in part by lot at a redemption price of

100% of the principal amount thereof plus accrued interest to the redemption date from the following principal amounts, constituting sinking fund installments due in the following years:

<u>Redemption Date</u>	<u>Principal Amount</u>
<u>September 1</u>	
*	\$

*Final maturity

This Bond shall not be valid or become obligatory for any purpose or be entitled to any security or benefit under the Ordinance until the Certificate of Authentication hereon shall have been manually signed by the Series 2023 Bond Registrar.

The City has designated the Series 2023 Bonds as “Qualified Tax-Exempt Obligations” pursuant to Section 265(b)(3) of the Internal Revenue Code of 1986, as amended.

THIS BOND IS A LIMITED OBLIGATION OF THE CITY, PAYABLE SOLELY FROM THE NET REVENUES AS DEFINED IN THE ORDINANCE. NEITHER THE FAITH AND CREDIT NOR THE TAXING POWER OF THE CITY, STATE OF IDAHO, NOR ANY POLITICAL SUBDIVISION THEREOF, IS PLEDGED FOR PAYMENT OF THIS BOND.

IT IS HEREBY CERTIFIED, RECITED, and DECLARED that all conditions, acts, and things essential to the validity of this Bond do exist, have happened, and have been done, and that every requirement of law affecting the issue hereof has been duly complied with; that the Net Revenues have been and are hereby pledged on a parity with any Bonds permitted under the Master Ordinance and will be deposited into the Bond Fund in amounts sufficient for the payment of principal of and interest on this Bond. Only the Net Revenues are pledged and none of the City’s general fund revenues are pledged to the payment of the Bonds.

IT IS HEREBY FURTHER CERTIFIED AND DECLARED that all acts, conditions, and things required by the Constitution and statutes of the State of Idaho to exist, to have happened, been done, and performed precedent to and in the issuance of this Bond have happened, been done, and performed, and that the issuance of this Bond and the Series 2023 Bonds of this issue does not violate any Constitutional, statutory, or other limitation upon the amount of bonded indebtedness that the City may incur.

IN WITNESS WHEREOF, the City of Ketchum, Idaho, has caused this Bond to be executed by the facsimile signature of its Mayor, countersigned by the facsimile signature of its Treasurer, and attested by the facsimile signature of its City Clerk, and a facsimile of the seal of the City to be reproduced hereon, this _____ day of _____, 2023.

CITY OF KETCHUM, IDAHO

By: _____
Mayor

COUNTERSIGNED:

By: _____
Treasurer

ATTEST:

By: _____
City Clerk

SEAL

CERTIFICATE OF AUTHENTICATION

This Bond is one of the City of Ketchum, Blaine County, Idaho, Wastewater Revenue Bonds, Series 2023 described in the within mentioned Ordinance.

Date of Authentication: _____, 2023

ZIONS BANCORPORATION, NATIONAL
ASSOCIATION, AS SERIES 2023 BOND
REGISTRAR

By: _____
Authorized Signatory, Zions Bank
Division

ASSIGNMENT

FOR VALUE RECEIVED, the undersigned hereby sells, assigns and transfers unto

Name of Transferee: _____

Address: _____

Tax Identification No.: _____

the within Bond and hereby irrevocably constitutes and appoints

of _____

to transfer said Bond on the books kept for registration thereof with full power of substitution in the premises.

Dated: _____

Registered Bondowner

NOTE: The signature on this Assignment must correspond with the name of the registered owner as it appears on the face of the within Bond in every particular, without alteration or enlargement or any change whatever.

SIGNATURE GUARANTEED:

NOTICE: Signature(s) must be guaranteed by an “eligible guarantor institution” that is a member of or a participant in a signature guarantee program (e.g., the Securities Transfer Agents Medallion Program, the Stock Exchange Medallion Program or the New York Stock Exchange, Inc. Medallion Signature Program).

* * * * *

EXHIBIT B

FORM NOTICE OF PRIVATE NEGOTIATED BOND SALE

Pursuant to Idaho Code, Section 57-215(2), public notice is hereby given by the City of Ketchum, Blaine County, Idaho (the “City”), of negotiation for and private sale to Piper Sandler & Co. (the “Underwriter”) of its Wastewater Revenue Bonds, Series 2023, in the principal amount not to exceed \$7,000,000 (the “Bonds”) pursuant to a Bond Purchase Agreement between the City and the Underwriter (“Bond Purchase Agreement”) to be executed on the date of sale of the Bonds and setting forth the final terms and provisions of the Bonds. The Bonds are authorized to be issued by the City’s Council pursuant to Ordinance No. 1247, adopted on March 27, 2023 (the “Master Ordinance”) and Ordinance No. 1248, adopted March 27, 2023 (the “Series Ordinance” and together with the Master Ordinance, the “Bond Ordinance”). The sale of the Bonds, upon satisfying certain requirements contained in the Series Ordinance pursuant to Idaho Code, Section 57-235, is expected to occur on or around _____, 2023. Additional information concerning the terms and provisions of the Bonds, the Bond Ordinance, the Bond Purchase Agreement, the security for payment of the Bond, and other pertinent information relating to the Bonds is available for public inspection at the offices of the City at 191 5th Street West, Ketchum, Idaho, attention Jade Riley, City Administrator.

Dated: _____, 2023.

CITY OF KETCHUM, BLAINE COUNTY,
IDAHO

By: Jade Riley, City Administrator

EXHIBIT C

FORM OF BOND PURCHASE AGREEMENT

CITY OF KETCHUM, IDAHO

BOND PURCHASE AGREEMENT

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BOND PURCHASE AGREEMENT

Parties and Relevant Dates

Issuer: City of Ketchum, Idaho.

Underwriter: Piper Sandler & Co.

Securities: \$[] Wastewater Revenue Bonds, Series 2023.

Acceptance Deadline: [April 11, 2023] 10:00 p.m. (Mountain time).

Closing Date: [April 25, 2023].

Defined Terms

All capitalized terms used in this Agreement and not otherwise defined are used as defined in the Authorizing Documents or the Official Statement:

Acceptance Deadline: The date set forth in Section 1, being the date and time by which the Issuer must accept this Agreement.

Accountants: Workman & Company, Twin Falls, Idaho, the public accountants of the Issuer and/or any entity whose audited financial statements are included in the Preliminary Official Statement and the Official Statement.

Act: Chapter 10, Title 50 and Chapter 2, Title 57, Idaho Code, as amended.

Agreement: This Bond Purchase Agreement, dated the Effective Date, including **Schedule I** attached hereto.

Authorizing Documents: Master Ordinance No. __ and Series Ordinance No. __ adopted by the City Council of the Issuer on March 27, 2023, authorizing the issuance of the Securities, as amended and supplemented to the Closing Date.

Bond Counsel: Skinner Fawcett LLP.

Closing Date: The date set forth in Section 1 of this Agreement, being the date of the issuance and delivery of the Securities.

Continuing Disclosure Undertaking: The continuing disclosure undertaking or agreement, if any, entered into by the Issuer with respect to the Securities in accordance with Rule 15c2-12 (which may be a separate document or may be included in the Authorizing Documents or another Issuer Document).

Creditors' Rights Laws: Limitations on enforceability as may result from bankruptcy, insolvency, reorganization, moratorium and other similar laws affecting creditors' rights generally from time to time in effect and from the application of general principles of equity and from public policy limitations on the exercise of any rights to indemnification and contribution.

Disclosure Counsel: Skinner Fawcett LLP.

DTC: The Depository Trust Company.

Effective Date and Time: The date and time that this Agreement is effective, as set forth in Section 1 of this Agreement.

End of the Underwriting Period: The later of (i) the Closing Date or (ii) when the Underwriter no longer retains an unsold balance of the Securities.

Exchange Act: The Securities Exchange Act of 1934, as amended.

Excluded Sections: For purposes of the representations and warranties of the Issuer set forth in Section 9(a)(viii), the indemnification provisions set forth in Section 16 and the opinions of Issuer's Counsel and Disclosure Counsel required pursuant to Section 13, the "Excluded Sections" of the Preliminary Official Statement and the Official Statement shall be: (i) the section describing DTC and its book-entry-only procedures, (ii) the section captioned "Underwriting" if provided in writing by the Underwriters and (iii) the following additional sections, if any: offering price(s), interest rate(s), selling compensation, aggregate principal amount, delivery dates, credit enhancement, if any, ratings, and other terms of the Securities depending on such matters.

Issuer: The Issuer of the Securities, identified in Section 1.

Issuer Documents: All financing documents to which the Issuer is a party relating to the issuance of and security for the Securities, as such documents are amended and supplemented to the Closing Date, including, but not limited to:

this Agreement,

any Continuing Disclosure Undertaking, if contained separately or in the Authorizing Documents,

other applicable financing or operative documents to which the Issuer is a party, as such documents are amended and supplemented to the Closing Date, including any trust indenture, loan agreement, security instrument, remarketing agreement and any agreement with the Bond Insurer or Support Facility Provider, if any, as set forth below:

Issuer's Counsel: White, Peterson, Gigray & Nichols, P.A.

MSRB: Municipal Securities Rulemaking Board.

Official Statement: The Official Statement relating to the Securities dated the date of sale of the Securities pursuant to this Agreement, together with all appendices or exhibits, any materials incorporated by reference therein and any amendments or supplements thereto.

Paying Agent: Zions Bancorporation, National Association, acting as paying agent for the Securities.

Policy: A municipal bond insurance policy, if any, issued by the Bond Insurer, insuring the payment when due of principal of and interest on the Securities (or certain specified series or maturities), as identified in the Agreement and Acceptance.

Preliminary Official Statement: Preliminary Official Statement dated _____, 2023, relating to the Securities, together with all appendices or exhibits, any materials incorporated by reference therein and any amendments or supplements thereto.

Primary Offering Disclosure Period: The period commencing with the first submission to an underwriter of an order for the purchase of the Securities or the purchase of such Securities from the Issuer, whichever first occurs, and ending 25 days after the final delivery by the Issuer or its agent of all Securities to or through the underwriting syndicate or sole underwriter.

Purchase Price: The amount specified in Section 5 as the Purchase Price to be paid by the Underwriter at the Closing for the purchase of the Securities on the Closing Date.

Rule 15c2-12: Rule 15c2-12 promulgated by the SEC under the Exchange Act.

SEC: Securities and Exchange Commission of the United States.

Securities: The Securities identified in Section 1 on the first page of this Agreement, as more specifically described in **Schedule I**.

Securities Act: The Securities Act of 1933, as amended.

State: Idaho.

Trust Estate: The revenues and/or other funds pledged or otherwise identified by the Issuer as security or the source of payment for the Securities as set forth in the Authorizing Documents.

Trust Indenture Act: Trust Indenture Act of 1939, as amended.

Underwriter: The firm identified as such in Section 1 of this Agreement.

Offer to Purchase the Securities; Execution of Terms and Acceptance

The Issuer and the Underwriter are entering into this Bond Purchase Agreement (the “*Agreement*”), to provide for the purchase and sale of the Securities. The Securities are further described in **Schedule I**.

The Underwriter hereby offers to purchase all (but not less than all) of the Securities from, and to enter into this Agreement with, the Issuer. This offer is subject to acceptance by the Issuer by the Acceptance Deadline and, if not so accepted, will be subject to withdrawal by the Underwriter by written notice delivered to the Issuer at any time prior to acceptance. The Issuer shall accept this Agreement by its execution hereof. Upon such execution, the Agreement will be binding upon the Underwriter and the Issuer. This Agreement is effective as of the Effective Date and Time.

Purchase of the Securities

The Underwriter shall purchase from the Issuer, and the Issuer shall sell to the Underwriter, all (but not less than all) of the Securities on the Closing Date at the aggregate Purchase Price set forth below, plus accrued interest, if any. The Securities shall bear interest at the rates per annum, mature on the dates, be sold to the public at the prices and be subject to optional and mandatory sinking fund redemption prior to maturity and to such other terms and provisions, all as set forth in **Schedule I**. The Securities otherwise shall be as described in the Official Statement, the Authorizing Documents, and the Issuer Documents. The Underwriter's agreement to purchase the Securities from the Issuer is made in reliance upon the Issuer's representations, covenants and warranties and on the terms and conditions set forth in this Agreement.

The Issuer acknowledges and agrees that: (i) the primary role of Piper Sandler & Co., as an underwriter, is to purchase securities for resale to investors in an arms-length commercial transaction between the Issuer and Piper Sandler and that Piper Sandler & Co. has financial and other interests that differ from those of the Issuer (ii) Piper Sandler & Co. is not acting as a municipal advisor, financial advisor or fiduciary to the Issuer or any other person or entity and has not assumed any advisory or fiduciary responsibility to the Issuer with respect to the transaction contemplated hereby and the discussions, undertakings and proceedings leading thereto (irrespective of whether Piper Sandler has provided other services or is currently providing other services to the Issuer on other matters) (iii) the only obligations Piper Sandler & Co. has to the Issuer with respect to the transaction contemplated hereby expressly are set forth in this Agreement and (iv) the Issuer has consulted its own legal, accounting, tax, financial and other advisors, as applicable, to the extent it has deemed appropriate in connection with the transaction contemplated herein.

Purchase Price

The Purchase Price of the Securities is \$_____ (representing the principal amount of the Securities, less an Underwriter's discount of \$_____, and less/plus net original issue discount/premium of \$_____), plus accrued interest, if any, to the Closing Date. The Purchase Price shall be payable on the Closing Date by the Underwriter to or as directed by the Issuer by wire transfer in immediately available funds.

Public Offering

The Underwriter agrees to make a bona fide initial public offering of all the Securities in compliance with federal and state securities laws, at a price not in excess of the initial offering price set forth in the Official Statement. The Underwriter may change the initial offering price or prices as they deem necessary in connection with the offering of the Securities without any requirement of prior notice, and may offer and sell the Securities to certain institutions at prices lower than those stated in the Official Statement. Upon the request of Bond Counsel, the Underwriter shall execute and deliver prior to the Closing an issue price certificate or similar certificate in form and substance reasonably satisfactory to Bond Counsel and the Underwriter.

Official Statement

The Issuer hereby consents to and ratifies the use and distribution by the Underwriter of the Official Statement in connection with the public offering and sale of the Securities by the Underwriter. The Issuer hereby represents and warrants that the Official Statement previously

furnished to the Underwriter was “deemed final” by the Issuer as of its date for purposes of Rule 15c2-12.

The Issuer, at its cost, shall provide, or cause to be provided, to the Underwriter within seven business days after the date of this Agreement (or within such shorter period as may be approved by the Underwriter or required by applicable rule) such number of copies of a final Official Statement as reasonably requested by the Underwriter, but in sufficient quantity to permit the Underwriter to comply with paragraph (b)(4) of Rule 15c2-12, and Rule G-32 and any other applicable rules of the SEC and the MSRB.

The Issuer authorizes the Underwriter to file, to the extent required by any applicable SEC or MSRB rule, and the Underwriter agrees to so file, the Official Statement with the MSRB or its designee. If an amended Official Statement is prepared during the “primary offering disclosure period,” and if required by any applicable SEC or MSRB rule, the Underwriter also shall make the required filings of the amended Official Statement. The Issuer shall provide the Underwriter with the information necessary to complete MSRB Form G-32 for all filings to be made under this Section 8.

The Preliminary Official Statement and the Official Statement may be delivered in printed and a “designated electronic format” as defined in the MSRB’s Rule G-32 and as may be agreed by the Issuer and the Underwriter. If the Official Statement has been prepared in electronic form, the Issuer hereby confirms that it does not object to distribution of the Official Statement in electronic form.

The Issuer shall not supplement or amend the Official Statement or cause the Official Statement to be supplemented or amended without the prior written consent of the Underwriter. The Issuer covenants to notify the Underwriter promptly if, on or prior to the 25th day after the End of the Underwriting Period, (or such other period as may be agreed to by the Issuer and the Underwriter) any event shall occur, or information comes to the attention of the Issuer, that is reasonably likely to cause the Official Statement (whether or not previously supplemented or amended) to contain any untrue statement of a material fact or to omit to state a material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading, and if in the opinion of the Underwriter such event requires the preparation and distribution of a supplement or amendment to the Official Statement, to prepare and furnish to the Underwriter, at the Issuer’s expense, such number of copies of the supplement or amendment to the Official Statement, in (i) a “designated electronic format” consistent with the requirements of the MSRB’s Rule G-32 and (ii) a printed format form in substance mutually agreed upon by the Issuer and the Underwriter, as the Underwriter may reasonably request. If such notification shall be given subsequent to the Closing Date, the Issuer also shall furnish, or cause to be furnished, such additional legal opinions, certificates, instruments and other documents as the Underwriter may reasonably deem necessary to evidence the truth and accuracy of any such supplement or amendment to the Official Statement.

Representations and Warranties

Representations and Warranties of the Issuer. The Issuer hereby agrees with, and makes the following representations and warranties to, the Underwriter, as of the date hereof and as of the Closing Date, which representations and warranties shall survive the Closing:

(i) The Issuer is duly created and existing under the constitution and laws of the State and has full legal right, power and authority under the constitution and laws of the State, including the

Act, to adopt the Authorizing Documents, to execute and deliver the Issuer Documents and the Official Statement, to issue, sell and deliver the Securities as provided herein, and to carry out and to consummate the transactions contemplated by the Authorizing Documents, the Issuer Documents and the Official Statement.

(ii) By all necessary official action of the Issuer prior to or concurrently with the acceptance hereof, the Issuer has duly authorized and approved (A) the distribution of the Preliminary Official Statement and the execution, delivery and distribution of the Official Statement for use by the Underwriter in connection with the public offering of the Securities, (B) the issuance and sale of the Securities upon the terms set forth herein and as contemplated by the Authorizing Documents, the Issuer Documents and the Official Statement and (C) the execution and delivery of, and the performance by the Issuer of the obligations on its part contained in, the Securities, the Authorizing Documents and the Issuer Documents.

(iii) The Securities will be issued in conformity with and entitled to the benefit and security of the Authorizing Documents and the Issuer Documents, including the pledge or application thereunder of the Trust Estate.

(iv) This Agreement constitutes a legal, valid and binding obligation of the Issuer enforceable in accordance with its terms; the other Issuer Documents, when duly executed and delivered, will constitute the legal, valid and binding obligations of the Issuer enforceable in accordance with their respective terms; and the Securities, when issued, authenticated and delivered in accordance with the Issuer Documents and sold to the Underwriter as provided herein, will be the legal, valid and binding obligations of the Issuer enforceable in accordance with their terms; in all cases, except as the enforceability of this Agreement, the other Issuer Documents and the Securities may be limited by application of Creditors' Rights Laws.

(v) The Issuer is not in breach of or default in any material respect under (if applicable) its charter documents, its articles of incorporation or its bylaws or under any applicable constitutional provision, law or administrative regulation of the State or the United States or any applicable judgment or decree or any loan agreement, indenture, bond, note, resolution, agreement or other instrument to which the Issuer is a party or to which the Issuer is or any of its property or assets are otherwise subject, and no event has occurred and is continuing which constitutes or with the passage of time or the giving of notice, or both, would constitute a material default or event of default by the Issuer under any of the foregoing.

(vi) Except as may be described in the Preliminary Official Statement or the Official Statement, the Issuer is not in breach of or default in any material respect under (if applicable) its charter documents, its articles of incorporation or its bylaws or under any applicable constitutional provision, law or administrative regulation of the State or the United States or any applicable judgment or decree or any loan agreement, indenture, bond, note, resolution, agreement or other instrument to which the Issuer is a party or to which the Issuer is or any of its property or assets are otherwise subject, and no event has occurred and is continuing which constitutes or with the passage of time or the giving of notice, or both, would constitute a material default or event of default by the Issuer under any of the foregoing.

(vii) The adoption, execution and delivery of the Securities, the Authorizing Documents and the Issuer Documents, and compliance with the provisions on the Issuer's part contained therein, will not conflict with or constitute a breach of or default under any constitutional provision, law, administrative regulation, judgment, decree, loan agreement, indenture, bond, note, resolution, agreement or other instrument to which the Issuer is a party or to which the Issuer or any of its

property or assets are otherwise subject, and such adoption, execution, delivery or compliance will not result in the creation or imposition of any lien, charge or other security interest or encumbrance of any nature upon the Trust Estate or the property or assets, if any, of the Issuer to be pledged to secure the Securities or under the terms of any such law, regulation or instrument, except as provided by the Securities, the Authorizing Documents and the Issuer Documents.

(viii) All authorizations, approvals, consents and orders of any governmental authority, legislative body, board, agency or commission having jurisdiction which are required for the due authorization of, which would constitute a condition precedent to, or the absence of which would materially adversely affect, the issuance of the Securities or the due performance by the Issuer of its obligations under the Authorizing Documents, the Issuer Documents and the Securities have been duly obtained or will be obtained prior to the Closing.

(ix) The Preliminary Official Statement as of its date did not, and the Official Statement as of its date does not and as of the Closing Date will not, contain any untrue statement of a material fact or omit to state a material fact necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading; provided that, the Issuer makes no statement as to the Excluded Sections of the Preliminary Official Statement or the Official Statement.

(x) The financial statements of the Issuer contained in the Preliminary Official Statement and the Official Statement fairly present the financial position and results of operations of the Issuer as of the dates and for the periods therein set forth in accordance with generally accepted accounting principles consistently applied, and, since the date thereof, there has been no material adverse change in the financial position or results of operations of the Issuer.

(xi) There is no action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, agency, public board or body, pending or, to the knowledge of the Issuer, threatened against the Issuer: (A) affecting the existence of the Issuer or the titles of its officers to their respective offices, (B) seeking to prohibit, restrain or enjoin the issuance, sale or delivery of the Securities or the pledge or collection by the Issuer of the Trust Estate or the making of any other required deposits with respect to the Securities, (C) in any way contesting or affecting the validity or enforceability of, or the power or authority of the Issuer to issue, adopt or to enter into (as applicable), the Securities, the Authorizing Documents or the Issuer Documents, (D) contesting in any way the completeness or accuracy of the Preliminary Official Statement or the Official Statement, or any amendment or supplement thereto, (E) except as disclosed in the Official Statement, wherein an unfavorable decision, ruling or finding would materially adversely affect the financial position or condition of the Issuer or would result in any material adverse change in the ability of the Issuer to pledge or apply the Trust Estate or to pay debt service on the Securities, or (F) contesting the status of the interest on the Securities as excludable from gross income for federal income tax purposes or as exempt from any applicable state tax, in each case as described in the Official Statement.

(xii) The Issuer has received all licenses, permits or other regulatory approvals required, if any, for the pledge, collection and/or application by the Issuer of the Trust Estate and the Issuer is not in material default, and no event has occurred which would constitute or result in a material default, under any such licenses, permits or approvals.

(xiii) As required in accordance with Rule 15c2-12, the Issuer has entered or will enter into the Continuing Disclosure Undertaking and, unless otherwise described in the Official Statement or

set forth below, the Issuer has not failed during the previous five years to comply in all material respects with any previous undertakings in a written continuing disclosure contract or agreement under Rule 15c2-12.

(xiv) The Authorizing Documents, the Issuer Documents and the Securities conform to the description thereof contained in the Official Statement.

(xv) The Issuer has the legal authority to apply proceeds of the Securities for the purposes contemplated by the Authorizing Documents and the Issuer Documents, including for the payment or reimbursement of incidental expenses in connection with the marketing, issuance and delivery of the Securities to the extent required by this Agreement and in compliance with applicable law.

Covenants of the Issuer.

The Issuer hereby covenants with the Underwriter that:

(xvi) Prior to the Closing Date, except as otherwise contemplated by the Official Statement, the Issuer shall not create, assume or guarantee any indebtedness payable from, or pledge or otherwise encumber, the Trust Estate or other assets, properties, funds or interests that will be pledged as security for the Securities pursuant to the Authorizing Documents and the Issuer Documents.

(xvii) The Issuer shall cooperate with the Underwriter in the qualification of the Securities for offering and sale and the determination of their eligibility for investment under the laws of such jurisdictions, to the extent applicable, as the Underwriter may request; provided that the Issuer shall not be required to qualify as a foreign corporation in, or submit to the general jurisdiction of, any other state or to file any general or special consents to service of process under the laws of any jurisdiction.

(xviii) The Issuer shall not knowingly take or omit to take any action that, under existing law, may adversely affect the exclusion from gross income for federal income tax purposes, or the exemption from any applicable state tax, of the interest on the Securities.

Representations and Warranties of the Underwriter. The Underwriter hereby agrees with, and makes the following representations and warranties to, the Issuer, as of the date hereof and as of the Closing Date, which representations and warranties shall survive the Closing:

(xix) The Underwriter is an entity duly organized, validly existing and in good standing under the laws of the jurisdiction of its organization.

(xx) This Agreement has been duly authorized, executed and delivered by the Underwriter and, assuming the due authorization, execution and delivery by the Issuer, is the legal, valid and binding obligation of the Underwriter enforceable in accordance with its terms, except as the enforceability of this Agreement may be limited by application of Creditors' Rights Laws.

(xxi) The Underwriter represents that it is licensed by and registered with the Financial Industry Regulatory Authority as a broker-dealer and the MSRB as a municipal securities dealer.

Ratings

The following ratings on the Securities shall be in effect on the Closing Date:

S&P: _____

Closing

The delivery of and payment for the Securities shall be the “Closing” for the Securities and shall occur at or prior to 1:00 p.m., Eastern time, on the Closing Date, or at such other time or on such other date as may be mutually agreed by the Underwriter and the Issuer. The location of the Closing shall be the offices of Bond Counsel.

At the Closing, the Issuer shall deliver or cause to be delivered the Securities to DTC or to the Trustee or Paying Agent on behalf of the Underwriter, as further described in paragraph (c) below. The Securities shall be delivered in definitive form, duly executed by the Issuer and authenticated by the Trustee or Paying Agent, together with the other documents identified in Section 12. Subject to satisfaction of the conditions contained in this Agreement, the Underwriter will accept delivery of the Securities as described above and pay the Purchase Price, plus accrued interest, if any, on the Securities from their dated date to, but not including, the Closing Date, in immediately available funds, payable to the order of the Trustee or as otherwise directed by the Issuer. If as set forth in **Schedule I** the Underwriter is to be paid an underwriting commission (in lieu of receiving an underwriting discount), the Issuer shall pay the underwriting commission to the Underwriter in immediately available funds on the Closing Date.

Delivery of the definitive Securities shall be made through the facilities of DTC’s book-entry-only system in New York, New York, or at such other location as may be designated by the Underwriter prior to the Closing. The Securities will be delivered as fully-registered bonds, bearing CUSIP numbers, with a single bond for each maturity of each series of the Securities (or, if so provided in **Schedule I**, for each separate interest rate within a maturity), and registered in the name of Cede & Co., as nominee of DTC, which will act as securities depository for the Securities. Unless otherwise requested by the Underwriter, the Securities will be delivered under DTC’s FAST Automated Securities delivery system.

Closing Conditions

The Underwriter shall receive on the Closing Date, in form and substance satisfactory to Bond Counsel and to the Underwriter, each item specified below, unless waived by the Underwriter:

- (xxii) The approving opinion of Bond Counsel, addressed to the Underwriter (or addressed to the Issuer with a reliance letter addressed to the Underwriter), dated the Closing Date, and in substantially the form included as an appendix to the Official Statement.
- (xxiii) The Supplemental Opinion of Bond Counsel dated the Closing Date and addressed to the Underwriter as to descriptions of the Securities in the Official Statement and that the Securities are exempt from registration under the Securities Act and that the Resolution is exempt from qualification under the Trust Indenture Act.

- (xxiv) The opinion of Issuer's Counsel, dated the Closing Date and addressed to the Underwriter and Bond Counsel as to the existence of the Issuer, the authority of the Issuer to adopt the Authorizing Documents and enter the Issuer Documents, no litigation, and such other matters as the Underwriter and the Bond Counsel may reasonably request.
- (xxv) A certificate dated the Closing Date of an authorized officer of the Issuer to the effect that:
- the representations and warranties of the Issuer contained in this Agreement are true and correct in all material respects on and as of the Closing Date with the same effect as if made on the Closing Date;
- the Issuer has complied with all of the agreements herein and satisfied all of the conditions on its part to be performed or satisfied at or prior to the Closing;
- no event affecting the Issuer has occurred since the date of the Official Statement which either makes untrue or incorrect in any material respect as of the Closing Date any statement or information contained in the Preliminary Official Statement or the Official Statement or is not reflected in the Official Statement but should be reflected therein in order to make the statements and information therein not misleading in any material respect; and
- there is no action, suit, proceeding or investigation before or by any court or public board or body pending or threatened against the Issuer to restrain or enjoin the issuance, execution or delivery of the Securities or in any manner questioning the Authorizing Documents proceedings or authority for the issuance of the Securities or affecting directly or indirectly the validity of the Securities or of any provisions made or authorized for their payment or contesting the existence of the Issuer or the authority of any of its officers to their respective offices.
- (xxvi) Written evidence that the rating(s) on the Securities by the applicable rating services, as set forth in Section 10, are in effect as of the Closing Date.
- (xxvii) A copy of the Blanket Letter of Representations to DTC relating to the Securities signed by the Issuer.
- (xxviii) True and complete copies of all opinions, certificates and other documents delivered to the Underwriter under the Authorizing Documents and the Issuer Documents; and such additional legal opinions, certificates, instruments and other documents as the Underwriter or Bond Counsel reasonably may request, in form and substance satisfactory to the Underwriter or Bond Counsel, as the case may be, to evidence (A) compliance by the Issuer with legal requirements reasonably relating to the transactions contemplated by the Official Statement and this Agreement, (B) the truth and completeness, as of the date thereof, of the

statements and information contained in the Preliminary Official Statement, (C) the truth and completeness, as of the date thereof and as of the time of the Closing, of the statements and information contained in the Official Statement, (D) the truth and completeness, as of the time of the Closing, of the representations and warranties of the Issuer contained in this Agreement and the certificates and other documents referred to in this Agreement, and (E) the due performance or satisfaction by the Issuer at or prior to the Closing of all agreements then to be satisfied.

Issue Price Certificate

Upon request of Bond Counsel, the Underwriter shall execute and deliver on the Closing Date an issue price or similar certificate pursuant to this Section, Section 6 and Section 12, in form and substance reasonably satisfactory to the Issuer, Bond Counsel and the Underwriter.

Accountants' Letter

No Accountants' letters will be delivered in connection with issuance of the Securities.

Termination

The Underwriter shall have the right to cancel its obligation to purchase the Securities and to terminate this Agreement by written notice to the Issuer if, between the Effective Date to and including the Closing Date, in the Underwriter's sole and reasonable judgment any of the following events shall occur (each a "Termination Event"):

the market price or marketability of the Securities, or the ability of the Underwriters to enforce contracts for the sale of the Securities, shall be materially adversely affected by any of the following events:

(xxix) legislation shall have been enacted by the Congress of the United States or the legislature of the State or shall have been favorably reported out of committee of either body or be pending in committee of either body, or shall have been recommended to the Congress for passage by the President of the United States or a member of the President's Cabinet, or a decision shall have been rendered by a court of the United States or the State or the Tax Court of the United States, or a ruling, resolution, regulation or temporary regulation, release or announcement shall have been made or shall have been proposed to be made by the Treasury Department of the United States or the Internal Revenue Service, or other federal or state authority with appropriate jurisdiction, with respect to federal or state taxation upon interest received on obligations of the general character of the Securities, provided that this paragraph (a) (i) shall not apply if the Securities are being issued as taxable Securities; or

(xxx) there shall have occurred (1) an outbreak or escalation of hostilities or the declaration by the United States of a national emergency or war or (2) any other calamity or crisis in the financial markets of the United States or elsewhere; or

(xxxi) a general suspension of trading on the New York Stock Exchange or other major exchange shall be in force, or minimum or maximum prices for trading shall have been fixed and be in force, or maximum ranges for prices for securities shall

have been required and be in force on any such exchange, whether by virtue of determination by that exchange or by order of the SEC or any other governmental authority having jurisdiction; or

(xxxii) legislation shall have been enacted by the Congress of the United States or shall have been favorably reported out of committee or be pending in committee, or shall have been recommended to the Congress for passage by the President of the United States or a member of the President's Cabinet, or a decision by a court of the United States shall be rendered, or a ruling, regulation, proposed regulation or statement by or on behalf of the SEC or other governmental agency having jurisdiction of the subject matter shall be made, to the effect that any obligations of the general character of the Securities, the Bond Legislation or the Issuer Documents, or any comparable securities of the Issuer, are not exempt from the registration, qualification or other requirements of the Securities Act or the Trust Indenture Act or otherwise, or would be in violation of any provision of the federal securities laws; or

(xxxiii) except as disclosed in or contemplated by the Official Statement, any material adverse change in the affairs of the Issuer shall have occurred; or

(xxxiv) any rating on securities of the Issuer which are secured by a pledge or application of the Trust Estate on a parity with the Securities or

- (b) any event or circumstance shall exist that either makes untrue or incorrect in any material respect any statement or information in the Official Statement (other than any statement provided by the Underwriter) or is not reflected in the Official Statement but should be reflected therein in order to make the statements therein, in the light of the circumstances under which they were made, not misleading and, in either such event, the Issuer refuses to permit the Official Statement to be supplemented to supply such statement or information, or the effect of the Official Statement as so supplemented is to materially adversely affect the market price or marketability of the Securities or the ability of the Underwriters to enforce contracts for the sale of the Securities; or
- (c) a general banking moratorium shall have been declared by federal or State authorities having jurisdiction and be in force; or
- (d) a material disruption in securities settlement, payment or clearance services affecting the Securities shall have occurred; or
- (e) any new restriction on transactions in securities materially affecting the market for securities (including the imposition of any limitation on interest rates) or the extension of credit by, or a charge to the net capital requirements of, underwriters shall have been established by the New York Stock Exchange, the SEC, any other federal or State agency or the Congress of the United States, or by Executive Order; or
- (f) a decision by a court of the United States shall be rendered, or a stop order, release, regulation or no-action letter by or on behalf of the SEC or any other governmental agency having jurisdiction of the subject matter shall have been issued or made, to the effect that the issuance, offering or sale of the Securities,

including the underlying obligations as contemplated by this Agreement or by the Official Statement, or any document relating to the issuance, offering or sale of the Securities, is or would be in violation of any provision of the federal securities laws at the Closing Date, including the Securities Act, the Exchange Act and the Trust Indenture Act.

Upon the occurrence of a Termination Event and the termination of this Agreement by the Underwriter, all obligations of the Issuer and the Underwriter under this Agreement shall terminate, without further liability, except that: the Issuer and the Underwriter shall pay their respective expenses as set forth in Section 16 below.

Payment of Expenses

The Underwriter shall be under no obligation to pay, and the Issuer shall pay from available funds under the Authorizing Documents and the Issuer Documents or from other funds of the Issuer, all expenses that are incidental to the performance of the Issuer's obligations under this Agreement, including but not limited to: all expenses in connection with the printing of the Preliminary Official Statement, the Official Statement and any amendment or supplement to either; all expenses in connection with the printing, issuance and delivery of the Securities; the fees and expenses of Bond Counsel, Issuer's Counsel and Disclosure Counsel, if any; the fees and expenses of the Issuer's financial advisors, Accountants, any verification consultant and all other consultants; the fees of the Paying Agent, and its respective counsel, if any; all expenses in connection with obtaining a rating or ratings for the Securities; all expenses of the Issuer in connection with the preparation, printing, execution and delivery, and any recording or filing, of the Authorizing Documents, any Issuer Document or any other instrument; the Issuer's administrative fees; all fees and expenses in connection with any interest rate swap agreement and related transactions; and all other expenses and costs of the Issuer incident to its obligations in connection with the authorization, issuance, sale and distribution of the Securities. Unless the Issuer and the Underwriter otherwise agree, the Issuer shall pay for all incidental costs (including, but not limited to, transportation, lodging, meals and entertainment of Issuer personnel) incurred by or on behalf of the Issuer in connection with the marketing, issuance and delivery of the Securities.

The Underwriter shall pay all other expenses incurred by the Underwriter in connection with the public offering and distribution of the Securities.

Notices

Any notice or other communication to be given to the Issuer under this Agreement may be given by certified mail or by delivering the same in writing to the Issuer, Attention: Trent Donat, City Clerk and Business Manager, PO Box 2315, Ketchum, Idaho 83340, and any notice or other communication to be given to the Underwriter under this Purchase Agreement may be given by delivering the same in writing to the Underwriter, Attention: Eric Heringer, Managing Director, 101 S. Capitol Blvd, Suite 603, Boise, Idaho 83702, or to such other addresses as one party shall furnish the other in writing for receipt of notice.

Governing Law

This Agreement shall be governed by the laws of the State of Idaho.

Miscellaneous

This Agreement is made solely for the benefit of the signatories hereto (including the Underwriter and its successors or assigns) and no other person shall acquire or have any right hereunder or by virtue hereof. Neither the Issuer nor the Underwriter may assign this Agreement. The term “successor” shall not include any holder of any Securities merely by virtue of such holding. All representations, warranties, agreements and indemnities contained in this Agreement shall remain operative and in full force and effect, regardless of any investigation made by or on behalf of the Underwriter, and shall survive the delivery of and payment for the Securities and any termination of this Agreement. Section headings have been included in this Agreement as a matter of convenience of reference only and are not to be used in the interpretation of any provisions of this Agreement. If any provision of this Agreement is, or is held or deemed to be, invalid, inoperative or unenforceable as applied in any particular case in any jurisdiction or jurisdictions, because it conflicts with any provisions of any constitution, statute, rule of public policy or for any other reason, such circumstances shall not make the provision in question invalid, inoperative or unenforceable in any other case or circumstance, or make any other provision or provisions of this Agreement invalid, inoperative or unenforceable to any extent whatever.

Certification of Compliance with Anti-Boycott Against Israel Act

The Underwriter hereby certifies, pursuant to Idaho Code, Section 67-2346, that the Underwriter, including any wholly owned subsidiaries, majority-owned subsidiaries, parent companies or affiliates of the Underwriter, is not currently engaged in, and will not for the duration of this Agreement, engage in, a boycott of goods or services from Israel or territories under its control except as otherwise permitted by applicable federal law.

Counterparts

This Agreement may be executed in one or more counterparts with the same force and effect as if all signatures appeared on a single instrument.

Signatures

Upon execution by the Issuer and the Underwriter, this Agreement shall be binding upon the Issuer and the Underwriter as of the Effective Date and Time.

[The following pages are the execution pages to this Agreement and referenced Schedules.]

ACCEPTED AND AGREED:

ISSUER:

CITY OF KETCHUM, IDAHO

By: _____

Name: Jade Riley

Title: City Administrator

[Effective Date: April 11, 2023]

Time: _____ p.m. (Mountain Time).

PIPER SANDLER & CO.

By: _____
Name: Eric Heringer
Title: Managing Director

Schedule I
Terms of the Securities

<u>Principal Amount</u>	<u>Maturity</u> ()	<u>Interest Rate</u>	<u>Offering Price</u> <u>or Yield</u>
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Mandatory Sinking Fund Schedule:

Securities Maturing on _____, _____:

<u>Date</u> ()	<u>Principal Amount</u>
----------------------------------	--------------------------------

Securities Maturing on _____, _____:

<u>Date</u> ()	<u>Principal Amount</u>
----------------------------------	--------------------------------

Optional Redemption:

EXHIBIT D

FORM OF TERMS CERTIFICATE

The undersigned official of the City of Ketchum, Blaine County, Idaho (the “City”), as a Delegated Officer, does hereby certify as follows (capitalized terms used herein and not defined have the meanings assigned to such terms in the Ordinance, hereinafter defined):

1. The undersigned is familiar with the City’s Ordinance No. 1247 adopted March 27, 2023 (the “Master Ordinance”), as supplemented by Series Ordinance No. 1248 adopted on March 27, 2023 (the “Series Ordinance,” and collectively with the Master Ordinance, the “Bond Ordinance”) to authorize issuance of the City’s Wastewater Revenue Bonds, Series 2023 (the “Series 2023 Bonds”) and related documents, which Series 2023 Bonds is sold this date to Piper Sandler & Co. (the “Underwriter”) pursuant to the Bond Purchase Agreement dated _____, 2023, between the City and the Underwriter (the “Bond Purchase Agreement”).

2. Section 207 of the Series Ordinance delegated to the undersigned, as a Delegated Officer, the power to make certain determinations on the date of sale of the Series 2023 Bonds.

3. Pursuant to such delegation, the undersigned Delegated Officer hereby determines as follows:

- a. Details of the terms of the Series 2023 Bonds are reflected in the final bond sale number schedules provided by the Underwriter to the City this date, which schedules are attached as Exhibit A hereto.
- b. The scheduled rates of interest to be borne by the Bonds are reflected on the attached Exhibit A.
- c. The rates of interest to be borne by the Series 2023 Bonds, as measured by the true interest costs, is ____% per annum.
- d. The principal amount of the Series 2023 Bonds is \$ _____.
- e. The Principal Payment Date, the Interest Payment Date and the amount of principal of the Series 2023 Bonds maturing, or subject to mandatory sinking fund redemption, in any particular year are reflected on the attached Exhibit A.
- f. The final maturity of the Series 2023 Bonds is _____.

- g. The Series 2023 Bonds are sold at the purchase price of \$ _____, representing the principal amount thereof, plus net premium in the amount of \$ _____, less underwriter's discount of \$ _____.
- h. The Series 2023 Bonds are subject to optional redemption as set forth in Exhibit A hereto.
- i. The amount of proceeds of the Series 2023 Bonds to be deposited to the Series 2023 Project Account within the Project Fund is \$ _____.

4. The undersigned Delegated Officer hereby certifies the final terms and provisions of the Series 2023 Bonds, as described above and in the attached Exhibit A, are consistent with, not in excess of and no less favorable than the terms set forth in Section 207 of the Series Ordinance and as approved by the electorate of the City pursuant to the Bond Election.

5. The undersigned Delegated Officer has therefore executed and delivered the Bond Purchase Agreement this date.

DATED: _____, 2023.

CITY OF KETCHUM, BLAINE COUNTY,
IDAHO

By: _____
Title: _____

EXHIBIT "A"
DESCRIPTION OF CERTAIN TERMS OF THE BONDS

EXHIBIT E

**CITY OF KETCHUM
BLAINE COUNTY, IDAHO**

Summary of Ordinance No. 1248, passed March 27, 2023

SERIES ORDINANCE

AN ORDINANCE OF THE CITY OF KETCHUM, BLAINE COUNTY, IDAHO, AUTHORIZING THE ISSUANCE OF ITS WASTEWATER REVENUE BONDS, SERIES 2023, TO PROVIDE FUNDS NECESSARY TO FINANCE IMPROVEMENTS TO THE CITY'S WASTEWATER SYSTEM; FIXING THE FORM OF THE BONDS TO BE ISSUED; AUTHORIZING EXECUTION AND DELIVERY OF BOND PURCHASE AGREEMENT, AN OFFICIAL STATEMENT, A CONTINUING DISCLOSURE AGREEMENT; DELEGATING AUTHORITY TO APPROVE THE TERMS AND PROVISIONS OF THE SALE OF THE BONDS PURSUANT TO A BOND PURCHASE AGREEMENT; PROVIDING FOR THE REGISTRATION AND AUTHENTICATION OF THE BONDS; PLEDGING REVENUES FOR PAYMENT OF DEBT SERVICE ON BONDS; PROVIDING FOR CERTAIN FEDERAL TAX COVENANTS WITH RESPECT TO THE BONDS; PROVIDING FOR OTHER MATTERS PROPERLY RELATING THERETO; ORDERING PUBLICATION; APPROVING A SUMMARY OF THE ORDINANCE; PROVIDING FOR WAIVER OF THE READING RULES AND PROVIDING AN EFFECTIVE DATE.

CITY OF KETCHUM, BLAINE COUNTY,
STATE OF IDAHO WASTEWATER REVENUE BONDS, SERIES 2023

Section 101 (Definitions) defines certain capitalized terms used in the Series Ordinance.

Section 201 (Authority for Series Ordinance) Provides that the Series Ordinance is adopted by the City of Ketchum, Blaine County, Idaho (the "City") pursuant to the provisions of the Act and the Master Ordinance

Section 202 (Finding and Purpose) Provides findings and determinations required to provide funds to finance and refinance certain improvements to the City's Wastewater System with proceeds of issuance and sale of the Series 2023 Bonds.

Section 203 (Authorization of Series 2023 Bonds, Designation; Confirmation of Pledged Revenues) Authorizes the Series 2023 Bonds; provides the designation of the Series 2023 Bonds, and security of payment thereof from Net Revenues.

Section 204 (Issue Date) Provides that the issue date shall be the date of delivery of the Series 2023 Bonds.

Section 205 (Description of the Series 2023 Bonds) Provides that the Series 2023 Bonds shall be issued in fully registered form in Authorized Denominations; provides the form of the Series 2023 Bonds; and

provides that principal and interest on the Series 2023 Bonds shall be payable as provided in the Delegation Certificate.

Section 206 (Authorization of Actions Preliminary to Sale of Series 2023 Bonds) Provides for the negotiated sale of the Series 2023 Bonds to the Underwriter; authorizes publication of a notice pursuant to Idaho Code, Section 57-215; and approves substantial forms of the Bond Purchase Agreement, the Preliminary Official Statement, the Official Statement, the Continuing Disclosure Agreement.

Section 207 (Sale of Series 2023 Bonds, Delegation Authority) Provides for delegation to the City Administrator, a Delegated Officer, to approve the final terms of the Series 2023 Bonds and for execution by the Delegated Officer of the Terms Certificate upon approval of the final terms.

Section 208 (Execution of Series 2023 Bonds) Provides for the manner of execution of the Series 2023 Bonds.

Section 209 (Registration of Series 2023 Bonds) Provides that Zions Bancorporation, National Association shall act as Series 2023 Bond Registrar for the Series 2023 Bonds and provides for the registration of the Series 2023 Bonds.

Section 210 (Redemption and Purchase) Provides for the manner of redeeming and/or purchasing the Series 2023 Bonds by the City.

Section 301 (Creation of Accounts and/or Subaccounts under Funds) Creates and/or ratifies the following: 2023 Debt Service Account under Bond Fund for payment of debt service on the Series 2023 Bonds; Series 2023 Project Account under the Project Fund for payment of the costs of the Series 2023 Project and costs of issuance of the Series 2023 Bonds.

Section 401 (Pledge of Revenues) Provides that the City shall not take any action to cause the Series 2023 Bonds to be arbitrage bonds, within the meaning of Section 103 and 148 of the Code.

Section 402 (Non-Arbitrage) Authorizes the City's Tax Certificate to comply with federal tax requirements.

Section 501 (Effect of Series Ordinance) Provides that the Master Ordinance is amended and supplemented as provided by the Series Ordinance.

Section 502 (Ratification) Ratifies, confirms, and approves all proceedings, resolutions, and ordinances in connection with the sale and issuance of the Series 2023 Bonds.

Section 503 (Severability) Provides that other covenants and agreements in the Series Ordinance are not affected if one is made invalid.

Section 504 (Conflict) Repeals all resolutions, orders and regulations or parts thereof conflicting with the Series Ordinance.

Section 505 (Captions) Provides that table of contents and captions and headings are for convenience only.

Section 506 (Savings Clause) Provides that except as amended by the Series Ordinance, the Master Ordinance shall remain in full force and effect.

Section 507 (Effective Date) Provides that the Series Ordinance shall take effect from and after its passage and publication of this summary as required by law.

Section 508 (Publication) Provides for the publication of a summary of the Series Ordinance and approves the form and content of this Summary of Ordinance.

Exhibit A: Sets forth the substantial form of the Series 2023 Bonds.

Exhibit B: Sets forth the substantial form of the Notice of Private Negotiated Bond Sale.

Exhibit C: Sets forth the substantial form of the Bond Purchase Agreement.

Exhibit D: Sets forth the substantial form of the Terms Certificate.

Exhibit E: Sets forth this summary for publication.

The full text of Ordinance No. 1248 is available at City Hall and will be provided to any citizen upon personal request during normal office hours.

DATED this 27th day of March, 2023.

CITY OF KETCHUM, IDAHO

By: _____
NEIL BRADSHAW, MAYOR

ATTEST:

TRENT DONAT, CITY CLERK

I, the undersigned City Attorney for and legal advisor to the City of Ketchum, Idaho, hereby certify that I have read the foregoing Summary of Ordinance No. 1248 of the City of Ketchum, and that the same is true and complete and provides adequate notice to the public of the contents of said Ordinance.

DATED this ___ day of March, 2023.

City Attorney

In the opinion of Skinner Fawcett LLP, Bond Counsel, based upon an analysis of existing laws, regulations, rulings, and court decisions and assuming, among other matters, the accuracy of certain representations and compliance with certain covenants, interest on the Series 2023 Bonds is excluded from gross income for federal income tax purposes under Section 103 of the Internal Revenue Code of 1986 (the "Code") and is exempt from State of Idaho personal income taxes. In the further opinion of Bond Counsel, interest on the Series 2023 Bonds is not a specific preference item for purposes of the federal alternative minimum tax on individuals; however, interest on the Series 2023 Bonds is taken into account in determining annual adjusted financial statement income for the purpose of computing the alternative minimum tax imposed on certain corporations for tax years beginning after December 31, 2022. Bond Counsel is also of the opinion that interest on the Series 2023 Bonds is exempt from State of Idaho personal income taxes. Bond Counsel expresses no opinion regarding any other tax consequences related to the ownership or disposition of, or the amount, accrual, or receipt of interest on, the Series 2023 Bonds. For a more complete description, see "TAX MATTERS" herein. The City has designated the Series 2023 Bonds as "qualified tax-exempt obligations" within the meaning of Section 265(b)(3) of the Code.



CITY OF KETCHUM, IDAHO
\$7,000,000⁽¹⁾ Wastewater Revenue Bonds, Series 2023

DATED: Date of Delivery (estimated to be April 25, 2023⁽¹⁾) DUE: September 1, as shown herein

The City of Ketchum, Idaho Wastewater Revenue Bonds, Series 2023 (the "Series 2023 Bonds") will be issued by the City of Ketchum, Idaho (the "City") pursuant to Ordinance No. 23-[_] adopted by the City on [March 27], 2023, as supplemented and amended (the "Master Ordinance"), and Ordinance No. 23-[_] adopted by the City on [March 27], 2023 (the "Series 2023 Ordinance" and together with the Master Ordinance, collectively, the "Bond Ordinance"). The Series 2023 Bonds are being issued to (i) finance the City's acquisition, construction, and installation of certain improvements (the "Series 2023 Project") to the jointly owned Ketchum / Sun Valley Water & Sewer District (the "District") Water Reclamation Facility (the "Facility"), which aggregates, renews, and disposes of wastewater for the separately owned and operated wastewater collection systems of the City and the District, respectively (that portion of the Facility owned by the City and its separately owned wastewater collection system are referred herein to as the "System"), and (ii) pay the costs of issuance of the Series 2023 Bonds.

The Series 2023 Bonds are initially issuable in book-entry form only through The Depository Trust Company, New York, New York ("DTC"), which will act as securities depository for the Series 2023 Bonds. The Series 2023 Bonds bear interest payable semiannually on each March 1 and September 1, beginning September 1, 2023, to the maturity of the Series 2023 Bonds. Principal will be payable annually each September 1 as indicated herein, beginning September 1, 2024, to the maturity of the Series 2023 Bonds. See "Maturity Schedule" on the inside cover hereof. The Series 2023 Bonds are subject to redemption prior to their stated maturities as further described below. See "Redemption Provisions" herein.

The Series 2023 Bonds are secured by a pledge of the Net Revenue of the System (hereinafter defined) superior to all other charges of any kind. The City reserves the right to issue parity bonds secured by a pledge of Net Revenues upon compliance with certain conditions. **THE SERIES 2023 BONDS ARE SPECIAL OBLIGATIONS OF THE CITY PAYABLE ONLY FROM THE BOND FUND. THE SERIES 2023 BONDS DO NOT CONSTITUTE GENERAL OBLIGATIONS OF THE CITY OR THE STATE OF IDAHO (THE "STATE"), OR ANY POLITICAL SUBDIVISION OF THE STATE, OR A CHARGE UPON ANY GENERAL FUND OR UPON ANY MONEY OR OTHER PROPERTY OF THE CITY OR OF THE STATE, OR OF ANY POLITICAL SUBDIVISION OF THE STATE NOT SPECIFICALLY PLEDGED BY THE CITY'S BOND ORDINANCE AUTHORIZING THE SERIES 2023 BONDS. NEITHER THE FULL FAITH AND CREDIT NOR THE TAXING POWER OF THE CITY, STATE OF IDAHO, NOR ANY POLITICAL SUBDIVISION THEREOF, IS PLEDGED FOR PAYMENT OF THE SERIES 2023 BONDS.** See "SECURITY FOR THE SERIES 2023 BONDS."

MATURITY SCHEDULE—ON INSIDE COVER

The Series 2023 Bonds are offered when, as and if received and accepted by Piper Sandler & Co., subject to the final approving legal opinion of Bond Counsel. Certain matters will be passed on for the City by the City Attorney and by its disclosure counsel, Skinner Fawcett LLP. It is expected the Series 2023 Bonds will be available for delivery to the Bond Registrar on behalf of DTC by Fast Automated Securities Transfer on or about April 25, 2023 (the "Date of Delivery").

This cover page contains certain information for quick reference only. It is not a summary of the issue. Investors must read the entire Official Statement to obtain information essential to the making of an informed investment decision.



(1) Preliminary, subject to change.

This is a Preliminary Official Statement, subject to correction and change. The City has authorized the distribution of the Preliminary Official Statement to prospective purchasers and others. Upon the sale of the Series 2023 Bonds, the City will complete and deliver an Official Statement substantially in this form.

City of Ketchum, Idaho
\$7,000,000⁽¹⁾ Wastewater Revenue, Series 2023

DATED: Date of Delivery

DUE: September 1, as shown below

MATURITY SCHEDULE

Due September 1	Amounts ⁽¹⁾	Interest Rates	Yields	CUSIP ⁽²⁾
2024	\$			
2025				
2026				
2027				
2028				
2029				
2030				
2031				
2032				
2033				
2034				
2035				
2036				
2037				
2038				
2039				
2040				
2041				
2042				
2043				

- (1) Preliminary, subject to change.
- (2) The CUSIP numbers herein are provided by CUSIP Global Services (CGS), which is managed on behalf of the American Bankers Association by S&P Global Market Intelligence. CUSIP is a registered trademark of the American Bankers Association. CUSIP numbers are provided for convenience of reference only. CUSIP numbers are subject to change. Neither the City nor the Underwriter takes any responsibility for the accuracy of such CUSIP numbers.

(1) Preliminary, subject to change.

This Official Statement does not constitute an offer to sell the Series 2023 Bonds in any jurisdiction in which or to a person to whom it is unlawful to make such an offer. No dealer, salesperson or other person has been authorized by the City, Zions Public Finance, Inc. (the “Municipal Advisor”) or Piper Sandler & Co. (the “Underwriter”) to give any information or to make any representations, other than those contained herein, in connection with the offering of the Series 2023 Bonds and, if given or made, such information or representations must not be relied upon. The City makes no representation regarding the accuracy or completeness of the information provided in “Appendix E—Book-Entry Only System,” which has been furnished by DTC. Estimates and opinions are included and should not be interpreted as statements of fact. Summaries of documents do not purport to be complete statements of the provisions. The information and expressions of opinion herein are subject to change without notice, and neither the delivery of this Official Statement nor any sale made hereunder shall, under any circumstances, create an implication that there has been no change in the affairs of the City since the date hereof.

The Underwriter has provided the following sentences for inclusion in this Official Statement: The Underwriter has reviewed the information in this Official Statement in accordance with, and as part of, its responsibilities to investors under the federal securities laws as applied to the facts and circumstances of this transaction, but the Underwriter does not guarantee the accuracy or completeness of such information. Certain statements contained in this Official Statement do not reflect historical facts but are forecasts and “forward-looking statements.” No assurance can be given that the future results discussed herein will be achieved, and actual results may differ materially from the forecasts described herein. In this respect, words such as “estimated,” “projected,” “anticipate,” “expect,” “intend,” “plan,” “believe,” and similar expressions are intended to identify forward-looking statements. All projections, assumptions and other forward-looking statements are expressly qualified in their entirety by the cautionary statements set forth in this Official Statement. In connection with this offering, the Underwriter may over allot or effect transactions that stabilize or maintain the market price of the Series 2023 Bonds at levels above those which might otherwise prevail in the open market. Such stabilizing, if commenced, may be discontinued at any time.

This Preliminary Official Statement has been “deemed final” by the City, pursuant to Rule 15c2-12 promulgated by the Securities and Exchange Commission under the Securities Exchange Act of 1934, as amended, except for information which is permitted to be excluded from this Preliminary Official Statement under said Rule 15c2-12.

CITY OF KETCHUM, IDAHO
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Ketchum, Idaho 83340
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www.ketchumidaho.org*

CITY COUNCIL

<u>Name</u>	<u>Position</u>	<u>Term Expires</u>
Neil Bradshaw	Mayor	2026
Jim Slanetz	Council President	2024
Courtney Hamilton	Councilor	2026
Amanda Breen	Councilor	2026
Michael David	Councilor	2024

ADMINISTRATION

Jade Riley, City Administrator
Shellie Rubel, City Treasurer
Matthew Johnson, City Attorney
Mick Mummert, Wastewater Division Supervisor

UNDERWRITER

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BOND AND DISCLOSURE COUNSEL

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Boise, ID 83702

MUNICIPAL ADVISOR

Zions Public Finance, Inc.
800 W. Main Street, Suite 700
Boise, ID 83702

*The City's website is not incorporated into, or a part of, this Official Statement by this reference.

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PRELIMINARY OFFICIAL STATEMENT

CITY OF KETCHUM, IDAHO

\$7,000,000⁽¹⁾ Wastewater Revenue Bonds, Series 2023

The City of Ketchum, Idaho (the “City”), a municipal corporation duly organized and existing under and by virtue of the laws of the State of Idaho (the “State”), furnishes this Official Statement in connection with the offering of its \$7,000,000⁽¹⁾ aggregate principal amount of Wastewater Revenue Bonds, Series 2023 (the “Series 2023 Bonds”), dated the date of delivery. Certain capitalized words and phrases used in this Official Statement and not defined herein have the meanings as defined in the Bond Ordinance (hereinafter defined), which is attached hereto as Appendix B.

The Series 2023 Bonds are being issued to (i) finance the City’s acquisition, construction, and installation of certain improvements (the “Series 2023 Project”) to the jointly owned Ketchum / Sun Valley Water & Sewer District (the “District”) Water Reclamation Facility (the “Facility”), which aggregates, renews, and disposes of wastewater for the separately owned and operated wastewater collection systems of the City and the District, respectively (that portion of the Facility owned by the City and its separately owned wastewater collection system are collectively referred herein to as the “System”), and (ii) pay the costs of issuance of the Series 2023 Bonds. *See* “DESCRIPTION OF THE SERIES 2023 BONDS – Authorization for Issuance” and “PURPOSE AND USE OF PROCEEDS.”

The City has reserved the right in the Master Ordinance (hereafter defined) to issue additional bonds or obligations with a lien on Net Revenues (as defined below) of the System on a parity with the lien on the Series 2023 Bonds upon satisfaction of certain conditions (“Parity Bonds”). *See* “SECURITY FOR THE SERIES 2023 BONDS–Future Obligations–Parity Bonds.” The Series 2023 Bonds and any Parity Bonds are hereinafter collectively referred to as the “Bonds.”

The Series 2023 Bonds are revenue obligations of the City’s System. Neither the full faith and credit nor the taxing power of the City is pledged to the payment of the Series 2023 Bonds. The Series 2023 Bonds are not obligations of the State or any political subdivision thereof other than the City. *See* “SECURITY FOR THE SERIES 2023 BONDS.”

This Official Statement, which includes the cover page and appendices, provides information concerning the City, the Series 2023 Bonds, and the System.

The information set forth herein has been obtained from the City and other sources that are believed to be reliable. Piper Sandler & Co. (the “Underwriter”) has relied on the City with respect to the accuracy and sufficiency of such information, and such information is not to be construed as a representation, warranty or guarantee by the Underwriter. So far as any statement herein includes matters of opinion, or estimates of future expenses and income, whether or not expressly so stated, they are intended merely as such and not as representations of fact.

DESCRIPTION OF THE SERIES 2023 BONDS

Authorization for Issuance

The Series 2023 Bonds are issued pursuant to Ordinance No. 23-[] adopted by the City on [March 27], 2023, as it may be supplemented and amended (the “Master Ordinance”), and Ordinance No. 23-[] adopted by the City on [March 27], 2023 (the “Series 2023 Ordinance,” and together with the Master Ordinance, collectively herein the “Bond Ordinance”), and under and in accordance with the City Code and the laws and provisions of the State, including Idaho Code Sections 50-1027 through 50-1042, inclusive, and Idaho Code, Title 57, Chapter 2 (collectively, the “Act”).

A ballot measure to authorize the City to issue revenue bonds in the aggregate amount of up to \$14 million over the next ten years (the “Bonding Authority”) was approved by a favorable vote at an election held in the City on November 8, 2022. The City can issue one or more series of revenue bonds or other obligations up to the Bonding Authority. Refundings

of outstanding revenue bonds may be issued without a vote of the electorate of the City and such par amounts allocated to refunding bonds are not considered when determining the remaining Bonding Authority. Nothing in the Bond Ordinance prevents the City from seeking authority to increase the Bonding Authority at subsequent bond elections or by means of judicial confirmation under Idaho Code, Title 7, Chapter 13.

Principal Amount, Date, Interest Rates and Maturities

The Series 2023 Bonds will be issued in the principal amounts shown on the inside cover page of this Official Statement and will be dated and bear interest from the Date of Delivery. The Series 2023 Bonds will mature on the dates set forth on the inside cover page of this Official Statement and will bear interest, payable semiannually, until the maturity or earlier redemption of the Series 2023 Bonds. Interest on the Series 2023 Bonds will be computed based on a 360-day year consisting of twelve 30-day months.

Redemption Provisions

Optional Redemption. The Series 2023 Bonds maturing on and before September 1, [____], are not subject to redemption prior to maturity. The Series 2023 Bonds maturing on and after September 1, [____], are subject to redemption at the option of the City, in whole or in part on [____], and any date thereafter at the price of par plus accrued interest, if any, to the date of redemption.

[Mandatory Sinking Fund Redemption. The Series 2023 Bonds maturing on September 1, [____] are subject to mandatory sinking fund redemption prior to their stated maturity, at a price of 100% of the principal amount of the Series 2023 Bonds to be so redeemed, plus accrued interest to the date fixed for redemption, on September 1 of the years, and in the amounts, shown below:

SEPTEMBER 1 OF THE YEAR	MANDATORY REDEMPTION AMOUNT
	\$

*

* Stated Maturity.]

Selection for Redemption. For as long as the Series 2023 Bonds are in book-entry only form, if fewer than all the Series 2023 Bonds are called for redemption, the selection of Series 2023 Bonds to be redeemed will be made by The Depository Trust Company, New York, New York (“DTC”) in accordance with its operational procedures then in effect. [If less than all of a Series 2023 Bond that is subject to mandatory sinking fund redemption is to be redeemed, the redemption price shall be applied to such mandatory sinking fund installments as the City shall direct.] See “Appendix E—Book Entry Only System” attached hereto. If the Series 2023 Bonds are no longer held in book-entry only form, then Zions Bancorporation, National Association, as the bond registrar and paying agent (the “Bond Registrar”), will select Series 2023 Bonds for redemption by lot in multiples of \$5,000 within each maturity.

Notice of Redemption (Book-Entry). So long as the Series 2023 Bonds are in book-entry only form, the Bond Registrar will notify DTC of an early redemption not less than 30 days prior to the date fixed for redemption and will provide such information as required by a letter of representation submitted to DTC in connection with the issuance of the Series 2023 Bonds.

Notice of Redemption (No Book-Entry). During any period in which the Series 2023 Bonds are not in book-entry only form, unless waived by any person in whose name such Bonds are registered (the “Beneficial Owners”) of the Series 2023 Bonds to be redeemed, official notice of any redemption of Bonds will be given by the Bond Registrar on behalf of the City by mailing a copy of an official redemption notice by first class mail, postage prepaid, no less than 30 days and not more than 60 days prior to the date fixed for redemption, to the Beneficial Owners of the Series 2023 Bonds to be redeemed at the address shown on the bond register or at such other address as is furnished in writing by such Beneficial Owner to the Bond Registrar.

Conditional Notice of Redemption. Any notice of optional redemption given for the Series 2023 Bonds pursuant to the Series 2023 Ordinance may state that optional redemption is conditional upon receipt by the Bond Registrar of amounts sufficient to pay the redemption price of such Series 2023 Bonds or upon the satisfaction of any other condition, and/or that such notice may be rescinded upon the occurrence of any other event, and any conditional notice so given may be rescinded at any time before payment of such redemption price if any such condition so specified is not satisfied or if any such other event occurs. Notice of such rescission or of the failure of any such condition shall be given by the Bond Registrar to affected owners of the Series 2023 Bonds as promptly as practicable.

Defeasance

In the event money and/or “government obligations,” as defined in Idaho Code Section 57-504, as it may be amended, maturing at such time or times and bearing interest to be earned thereon in amounts sufficient to redeem and retire the Series 2023 Bonds or any of them in accordance with their terms are irrevocably deposited with an escrow agent to effect such redemption, then no further payments need be made into the Bond Fund under the Bond Ordinance for the payment of the principal of and interest on the Series 2023 Bonds so provided for. Such Bonds will cease to be entitled to any lien, benefit, or security of the Bond Ordinance except the right to receive the funds so set aside and pledged, and such Bonds will be deemed not to be outstanding.

Bond Registrar and Registration Features

Book-Entry System. The Series 2023 Bonds will be issued in fully registered form and, when issued, will be registered in the name of Cede & Co. as Bond Owner and as nominee for DTC. DTC will function as securities depository for the Series 2023 Bonds. Individual purchases and sales of the Series 2023 Bonds may be made in book-entry form only in minimum denominations of \$5,000 and integral multiples thereof. Purchasers will not receive certificates representing their interest in the Series 2023 Bonds. *See* “Appendix E—Book Entry Only System” attached hereto for additional information.

Bond Registrar. The principal of and interest on the Series 2023 Bonds will be payable by the Bond Registrar to DTC, which, in turn, is obligated to remit such principal and interest to its participants (“DTC Participants”) for subsequent disbursement to the Beneficial Owners of the Series 2023 Bonds, as further described in “Appendix E—Book Entry Only System” attached hereto. Interest on the Series 2023 Bonds will be credited to the Beneficial Owners by the DTC Participants.

Procedure in the Event of Revisions of Book-Entry Transfer System. If DTC resigns as the securities depository and the City is unable to retain a qualified successor to DTC, or the City has determined that it is in the best interest of the City not to continue the book-entry system of transfer or that interests of the Beneficial Owners of the Series 2023 Bonds might be adversely affected if the book-entry system of transfer is continued, the City will execute, authenticate and deliver at no cost to the Beneficial Owners of the Series 2023 Bonds or their nominees, Bonds in fully registered form, in the denomination of \$5,000 or any integral multiple thereof. Thereafter, the principal of the Series 2023 Bonds will be payable upon due presentment and surrender thereof at the principal office of the Bond Registrar; interest on the Series 2023 Bonds will be mailed or caused to be delivered to the persons in whose names such Bonds are registered, at the address appearing upon the registration books on the fifteenth day preceding the interest payment date, or, if not a business day for the Bond Registrar, the next preceding day that is a business day for the Bond Registrar, and the Series 2023 Bonds will be transferable as provided in the Bond Ordinance.

Litigation

There is no litigation pending questioning the validity of the Series 2023 Bonds nor the power and authority of the City to issue the Series 2023 Bonds. There is no litigation pending that would materially affect the Net Revenues of the System or affect the City's ability to meet debt service requirements on the Series 2023 Bonds.

PURPOSE AND USE OF PROCEEDS

Purpose

The proceeds from the sale of the Series 2023 Bonds will be used to (i) finance the Project, as defined, and described herein, and (ii) pay the costs of issuance of the Series 2023 Bonds.

The Project

The City's and District's planned improvements to the System are designed to address Service Area growth, aging infrastructure and equipment, treatment capacity needs, and permit limitations and regulatory discharge requirements, as more specifically defined and described in the City of Ketchum / Sun Valley Water & Sewer District Wastewater Facility Planning Study (hereinafter the "Facility Plan") prepared by HDR Engineering, Inc., Boise, Idaho (the "Engineer"), released in June of 2022. A portion of the proceeds of the Series 2023 Bonds will be used to finance certain capital improvements to the System described in the Facility Plan, including upgrades related to screening, pumping, grit removal, biological treatment, tertiary filtration, and disinfection (the "Series 2023 Project" and together with the remaining improvements described in the Facility Plan, collectively the "Project"). The Project will occur in two ten-year phases based on a 20-year planning period (the "Planning Period") at an estimated total cost of \$37.2 million. The Bonding Authority consists of funds to finance a portion of the Project, to be constructed in the first ten years of the Planning Period.

Additional Funding for the Project. The City and District co-own the Facility pursuant to a Memorandum of Understanding (herein the "MOU") first signed in 1984, and most recently renewed and reaffirmed on January 17, 2023. The MOU expressly affirms the Facility is jointly and equally owned and, therefore, capital construction costs, including Project costs described in this Official Statement, are paid one-half by the City and one-half by the District. The scope, timing, and costs of the Project will be jointly agreed upon, pursuant to the MOU, and as already outlined and described in the Facility Plan. Pursuant to this longstanding cooperative arrangement, the City is responsible for approximately \$18.9 million in Project capital construction costs. The City intends to fund this portion of the Project with a combination of rate-funded revenue ("Rate-Funded Capital"), the proceeds of the Series 2023 Bonds, Parity Bonds, additional future federal and state grants or loans, funds derived from the City's cooperative agreement with the District, and other City funds. See "THE SYSTEM – Facility Plan" below.

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Sources and Uses of Funds

The proceeds from the Series 2023 Bonds are estimated to be applied as follows:

Sources and Uses of Funds ⁽¹⁾

	Series 2023 Bonds
Sources of Funds:	
Principal Amount	\$
[Net] Reoffering Premium	
[Issue Discount]	
Total Sources	\$
Uses of Funds:	
Project Fund	
Costs of Issuance ⁽²⁾	
Total Uses	\$

(1) Amounts will be provided in the final Official Statement.

(2) Includes underwriter’s discount, bond counsel, disclosure counsel, municipal advisor, and rating agency fees, printing costs and other costs of issuance of the Series 2023 Bonds.

SECURITY FOR THE SERIES 2023 BONDS

Pledge of Net Revenues

The Series 2023 Bonds are revenue obligations payable from and secured by a pledge of the Revenue of the System after deduction of the Operation and Maintenance Expenses (the “Net Revenues”). Revenues of the System include all earnings, revenue, and moneys received by the City from or on account of the operation of the System under generally accepted accounting principles, including income from investments of money in the Bond Fund (hereinafter defined) or from any other investment thereof, except the income from investments irrevocably pledged to the payment of any other revenue obligations of the City pursuant to a plan of retirement or refunding. Revenues shall be increased and/or decreased in accordance with the Master Ordinance. Specific items excluded from Revenues can be found in the Master Ordinance. See “Appendix B—Master Bond Ordinance and Series 2023 Ordinance.” Operation and Maintenance Expenses of the System include all costs incurred by the City and properly treated as expenses of operating, maintaining and repairing the System under generally accepted accounting principles, whether paid or accrued, or of levying, collecting and otherwise administering the Revenues for the payment of the Bonds, including but not limited to those expenses further enumerated in the Master Ordinance, but not including any payment for debt service or deposits into a reserve account, depreciation or taxes levied or imposed by the City or payments to the City in lieu of taxes, or capital additions or capital replacements to the System. See “Appendix B—Master Bond Ordinance and Series 2023 Ordinance.”

The Series 2023 Bonds constitute a lien and charge on the Net Revenues prior and superior to any other charges whatsoever except the lien and charge may be on a parity with any Parity Bonds the City may issue in the future.

The Series 2023 Bonds are special fund obligations of the City payable only from amounts on deposit in the Bond Fund, which includes the Debt Service Account and Debt Service Reserve Account, if funded, and any subaccounts thereunder. See “Wastewater Services Funds and Accounts” below. The Bond Fund will at all times be completely segregated and set apart from all other City funds and accounts for the security and the payment of the principal of and interest on the Series 2023 Bonds as they become due. The Series 2023 Bonds are not an obligation of the State, Blaine County (the “County”), the District, or any political subdivision thereof other than the City, and neither the full faith and credit nor the taxing power of the City, the County or the State are pledged to the payment of the Series 2023 Bonds.

Rate Covenant

The City has established and has covenanted in the Bond Ordinance to maintain and collect from the users of the System rates and charges for furnishing the services and the facilities of the System to such users thereof. The City has covenanted to establish, maintain, and collect such rates and charges for service of its System to satisfy the Rate Covenant for so long as any Bonds are Outstanding. The “Rate Covenant” requires Net Revenue in each Fiscal Year at least equal to 125% of the amount of principal and interest required to be paid in such Fiscal Year on all Outstanding Bonds, as adjusted in accordance with the Master Ordinance. See “WASTEWATER SYSTEM AND SERVICES” below for historical Net Revenues and Debt Service Coverage, as well as projected Net Revenues and Debt Service Coverage.

Wastewater Services Funds and Accounts

The Bond Ordinance created the following funds and accounts, that will be held and administered by the City: the City of Ketchum Wastewater Revenue Fund (the “Revenue Fund”), including the Stabilization Account therein, the City of Ketchum Wastewater Revenue Bond Fund (the “Bond Fund”), including the Debt Service Account and Debt Service Reserve Account therein (the “Reserve Account”), the City of Ketchum Wastewater Revenue Project Fund (the “Project Fund”), and the Rebate Fund (collectively, the “Funds”). Additional information on each of these Funds follows.

Revenue Fund. Pursuant to the Master Ordinance the City is required to maintain the Revenue Fund as a separate enterprise fund of the City, and to deposit the Revenues of the System into the Revenue Fund as collected. The Net Revenues shall be used for payment of the following obligations in the following order of priority:

- (1) to pay the Operation and Maintenance Expenses of the System;
- (2) to pay the interest on any Bonds;
- (3) to pay the principal of Bonds;
- (4) to make all payments required to be made into the Reserve Account, and any subaccounts thereunder, created in the future for the payment of debt service on any series of Bonds;
- (5) to make all payments, together with other available funds, on the day on which any rebates or penalties for Bonds are due to be paid to the United States pursuant to Section 148 of the Code;
- (6) to make all payments required to be made into a revenue bond redemption fund or revenue warrant redemption fund and debt service fund or reserve account hereafter created to pay and secure the payment of the principal of and interest on any loans or bonds which have a lien upon the Net Revenues of the System junior and inferior to the lien thereon for the payment of the principal of and interest on the Bonds; and
- (7) to retire by redemption or purchase any outstanding Bonds or subordinate revenue warrants or subordinate Bonds of the City payable out of the Net Revenues, to make necessary additions, betterments, improvements, and repairs to or extensions and replacements of the System, or for any other lawful City purposes.

Upon satisfaction of the obligations above, the City may use Revenues of the System for any other lawful purpose, including but not limited to capital improvements. See “WASTEWATER SYSTEM AND SERVICES — Facility Plan.”

Stabilization Account. The City has created a Stabilization Account in the Revenue Fund pursuant to the Master Ordinance and shall maintain that account as long as Bonds are Outstanding. Revenues may be transferred to the Stabilization Account at the option of the City on any date. Money in the Stabilization Account may be withdrawn at any time and used for any purpose for which the Revenues may be used. Any deposits to or withdrawals from the Stabilization Account will decrease or increase, respectively, Revenues in the Fiscal Year for which such deposit or withdrawal was made. The City may adjust any deposits to and withdrawals from the Stabilization Account for up to 180 days after the close of the applicable Fiscal Year. [The City will fund the Stabilization Account in the amount of \$[] million at settlement of the Series 2023 Bonds.]

Bond Fund. The Bond Fund exists solely for the purpose of paying the principal of, premium, if any, and interest on the Bonds. The Bond Fund consists of two accounts known as the “Debt Service Account” and the “Debt Service Reserve Account,” (the “Reserve Account”), and any subaccounts thereunder, as more fully described below:

Debt Service Account. As long as any Bonds remain Outstanding, the City is required by the Master Ordinance to set aside and pay from the Revenue Fund into the Debt Service Account those amounts necessary, together with such other funds as are on hand and available in the Debt Service Account, to pay the principal of and interest next coming due on the Bonds. Pursuant to the Series 2023 Ordinance, the City established the “Series 2023 Debt Service Account,” a subaccount to be held by the City for the payment of the Series 2023 Bonds.

Reserve Account. The Master Ordinance requires the City to establish a Reserve Account, and any subaccounts established thereunder, if required by any series ordinance for the purpose of securing the payment of principal of and interest on the respective Bonds subject to a Reserve Account Requirement, as defined in the Master Ordinance. *The Series 2023 Ordinance did not establish a subaccount and the Series 2023 Bonds are not secured by the Reserve Account and not subject to a Reserve Account Requirement.*

Moneys in the various accounts within the Bond Fund may be invested in Permitted Investments. Investments of funds in the accounts within the Bond Fund shall mature prior to the date on which such monies shall be needed for required interest, principal, or sinking fund installments. Investments of funds in the Reserve Account shall be available to pay any deficiencies that may occur in any of the accounts within the Bond Fund. All interest earned and income derived by virtue of such investments shall remain in the Bond Fund and be used to meet the required deposits into any account therein. Subject to the other provisions of the Bond Ordinance, moneys in the Debt Service Account and the Reserve Account may be combined for the purpose of purchasing investments, but the records of the City shall show to which account the respective portions of any such combined investment are credited.

Project Fund. The Master Ordinance creates the Project Fund, whereby a portion of the proceeds of the Bonds shall be deposited for the payment of the cost of acquisition and construction of improvements to the System, including costs of issuance of the Series 2023 Bonds. The Series 2023 Ordinance established the “Series 2023 Project Account” held by the City and used to pay the Cost of Acquisition and Construction of the Series 2023 Project and costs of issuance of the Series 2023 Bonds. Any moneys remaining in the Series 2023 Project Account after the full and final payment of the costs of the Series 2023 Project shall be transferred to the City and deposited in the Debt Service Account.

Rebate Fund. A Rebate Fund is established under the Master Ordinance into which shall be deposited, from time to time, all excess earnings on funds and accounts held by the City pursuant to the Master Ordinance or any series ordinance, to the extent required by any Tax Certificate of the City and said amounts shall be held in trust for the payment of arbitrage rebate in accordance with Section 148 of the Code and the Tax Certificate. All earnings on the Rebate Fund shall remain within said fund and shall be used for no other purpose unless the City provides the Bond Registrar with an opinion of nationally recognized bond counsel that another use will not cause interest on the respective Bonds to cease to qualify for exclusion from federal income taxation under the Code.

Future Obligations

Parity Bonds. The City reserves the right in the Master Ordinance to issue Parity Bonds, which will constitute a lien and charge on the Net Revenues of the System on a parity with the Series 2023 Bonds, but only if (a) no Event of Default (as defined in the Master Ordinance) under the Master Ordinance or any Series Ordinance has occurred and is continuing; and (b) at the time of issuance of the Parity Bonds there is no deficiency in the Debt Service Account and all required deposits to all subaccounts, if any, in the Reserve Account have been made.

The Master Ordinance also requires either of the following to be filed with the City:

- (1) A certificate of the City Administrator or the City Treasurer stating that Net Revenues, adjusted as hereafter described, for (i) any twelve consecutive months selected by the City or Qualified Consultant out of the most recent eighteen months preceding the delivery of the Parity Bonds or (ii) the most recently completed Fiscal Year

for which audited financial statements are available (the “Base Period”), were not less than one hundred twenty five percent (125%) of Maximum Annual Debt Service on all then Outstanding Bonds, calculated as of the date the Parity Bonds are issued and with the proposed Parity Bonds treated as Outstanding. The City may adjust Net Revenues for purposes of this paragraph (1) by adding any Net Revenues the City Administrator or the City Treasurer calculates the City would have had in the Revenue Fund during the Base Period because of increases in System rates, fees and charges which have been adopted by the City and are in effect on or before the date the Parity Bonds are issued. The City shall adjust Net Revenues for the Base Period by eliminating the effect of any withdrawals from or deposits to the Stabilization Account; or

- (2) A certificate or opinion of a Qualified Consultant: (i) Stating the amount of the “Adjusted Net Revenues” for each of the five Fiscal Years after the last Fiscal Year for which interest on the Parity Bonds is, or is expected to be, capitalized, or, if interest will not be capitalized, for each of the five (5) Fiscal Years after the proposed Parity Bonds are issued; and (ii) concluding the respective amounts of Adjusted Net Revenues in each of the first four Fiscal Years described in this paragraph (2)(i) above are at least equal to one hundred twenty-five percent (125%) of the Annual Bond Debt Service for each of those respective Fiscal Years on all Outstanding Bonds, with the proposed Parity Bonds treated as Outstanding; and (iii) concluding the amount of Adjusted Net Revenues in the fifth Fiscal Year described in this paragraph (2)(i) above is at least equal to one hundred twenty-five percent (125%) of the Maximum Annual Debt Service, calculated for the period beginning with that fifth Fiscal Year on all then Outstanding Bonds, with the proposed Parity Bonds treated as Outstanding. The Qualified Consultant shall calculate “Adjusted Net Revenues” for purposes of this paragraph (2)(i) as set forth in Section 14(e) of the Master Ordinance.

Refunding Bonds. If the Parity Bonds are being issued for the purpose of refunding Outstanding Bonds (“Refunding Bonds”), the City may do so without complying with the requirements of “Parity Bonds” above, so long as the refunded Bonds are legally or economically defeased on the date of delivery of the Refunding Bonds and if the Annual Bond Debt Service on the Refunding Bonds does not exceed the Annual Bond Debt Service on the refunded Bonds in any Fiscal Year by more than five percent (5%).

Subordinate Obligations. Nothing in the Bond Ordinance shall prevent the City from issuing revenue bonds or other obligations which are a charge upon the Net Revenues of the System subordinate to the lien of the Bonds (“Subordinate Obligations”). As of the date of this Official Statement, the City has no Subordinate Obligations.

Separate Utility System

Pursuant to the Master Ordinance, the City may declare property the City owns and is part of the System, but that has a value of less than ten percent (10%) of the System at the time of such declaration, and property which the City has not yet acquired but would otherwise become part of the System, to be part of a “Separate Utility System.” A Separate Utility System means any water supply, sewage collection or treatment, stormwater or other utility service or facilities that may be created, acquired, or constructed by the City in accordance with the Master Ordinance.

The City may pay costs of acquiring, operating, and maintaining a Separate Utility System from Net Revenues, but only if there is no deficit in the Debt Service Account or Reserve Account within the Bond Fund. The City may issue obligations which are secured by the revenues produced by the Separate Utility System and may pledge the Separate Utility System revenues to pay those obligations. In addition, the City may issue Subordinate Obligations to pay for costs of a Separate Utility System and may pledge the revenues of the Separate Utility System to pay the Subordinate Obligations. Further, the City may pledge the revenues produced by a Separate Utility System to pay the Bonds issued under the Master Ordinance by filing a written certificate of the Mayor and City Administrator declaring such pledge with the City and the Owner of the Bonds.

Neither the Revenue nor Net Revenues may be pledged to the payment of any obligations of a Separate Utility System except that the Net Revenues may be pledged on a basis subordinate to the lien on such revenue to the lien of the Bonds.

Additional Covenants

The City has covenanted and agreed to, and with the owners of record (the “Registered Owners”) of the Series 2023 Bonds and any Parity Bonds, that the City will perform the following covenants:

Rate Covenant. The City has established, may from time-to-time revise, and shall maintain and shall collect from the users of the System, rates, and charges for furnishing the services and the facilities of the System to such users thereof. Said rates and charges are, and shall continue to be, uniform as to all persons or properties which are of the same class. The City shall establish, maintain, and collect such rates and charges for service of its System for so long as any Bonds are Outstanding and shall maintain the Rate Covenant.

Acquire Projects. The City shall commence the acquisition, construction and completion of any Project financed by proceeds of Bonds and continue the same with all practical dispatch and in a sound and economical manner.

System Operation. The City shall operate the System in an efficient and economical manner and prescribe, revise, and collect such charges in connection therewith so that the services, facilities, and properties of the System may be furnished at the lowest possible cost consistent with sound economy and prudent management.

Good Repair. The City shall operate, maintain, preserve, and keep the System and every part hereof in good repair, working order, and condition.

Preserve Security. The City shall preserve and protect the security of the Bonds and the rights of the Registered Owners thereof.

Collect Revenues. The City shall collect and hold in trust the Revenue of the System and other funds pledged to the payment of Bonds and apply such Revenue of the System or other funds only as provided in the Master Ordinance and all series ordinances.

Service Bonds. The City shall punctually pay the principal of and interest on Bonds on the date or dates, at the place or places, and in the manner that such sums are due in accordance with the Master Ordinance and all series ordinances.

Pay Claims. The City shall pay and discharge any and all lawful claims for labor, materials, and supplies which, if unpaid, might by law become a lien or charge upon the Revenue of the System, or any part of said Revenue of the System, or any funds in the hands of the City Administrator or City Treasurer, prior or superior to the lien of the Bonds or which might impair the security of the Bonds to the end that the priority and security of the Bonds shall be fully preserved and protected.

Encumbrances, Sales, or Transfers of the System. The City shall not encumber, sell, lease, or dispose of the System or any part thereof, nor enter into any lease or agreement which would impair or impede the operation of the System or any part thereof necessary to secure adequate Revenue for the payment of the principal of and interest on the Bonds and for the City to meet the Rate Covenant, nor which would otherwise impair or impede the rights of the Registered Owners of the Bonds with respect to such Revenue or the operation of the System except as explicitly set forth in the Master Ordinance. *See* “Appendix B—Master Bond Ordinance and Series 2023 Ordinance.”

Insurance. The City shall self-insure or procure and keep in force insurance upon all buildings and structures of the System and the machinery and equipment therein, which are usually insured by entities operating like property, in good and responsible insurance companies. The amount of the insurance shall be such as may be required to adequately protect it and the Registered Owners of any Bonds from loss due to any casualty, and in the event of any such loss, the proceeds shall be used to repair or restore the System or for the payment of Bonds.

Fidelity Bonds. The City shall procure suitable fidelity bonds covering all its officers and other employees charged with the operation of the System and the collection and disbursement of Revenue of the System.

Engineers. The City shall employ consulting engineers of acknowledged reputation, skill and experience in the improvement and operation of the System for any unusual or extraordinary items of maintenance, repair, extensions, or betterments as shall from time to time be required. All reports, estimates, and recommendations of such consulting engineers shall be filed with the Clerk and furnished to the Registered Owners of any Bonds upon request.

Accounts. The City shall keep and maintain proper and separate accounts and records in which complete and separate entries of all transactions relating to the System, and it will furnish complete operating and income statements upon request.

Delinquencies. The City shall not enter any new agreements or arrangements or make any new offers to provide System products or services at a discount from published rate schedules or provide free System products or services except: (i) for City-owned facilities, (ii) in case of emergencies, (iii) where the City exchanges services with the District or other water systems, or (iv) where in the reasonable judgement of the City such action does not materially reduce the Revenue received by the City.

Events of Default and Remedies

See Section 21 “Events of Default” and Section 22 “Application of Funds and Moneys in Event of Default” in “Appendix B—Master Bond Ordinance and Series 2023 Ordinance” attached hereto.

COVID-19 PANDEMIC

State Response

In response to evidence of community spread of COVID-19, on March 13, 2020, Idaho Governor Brad Little (the “Governor”) proclaimed a state of emergency throughout the State. The State implemented a phased plan for allowing economic activity to increase. The plan occurred over four stages and set forth specific criteria for the State to meet before moving into each of the four stages, as well as business protocols for certain businesses to open in the various stages. COVID-19 vaccines are now available to all people in the State over the age of five. As of August 31, 2022, the State reports over 985,448 people are fully vaccinated with nearly half of those having received an additional booster dose. The State never issued vaccine mandates and banned vaccine passports. On March 8, 2022, the Governor announced that Idaho would end the health emergency declaration on April 15, 2022. There are currently no limitations on business operations, and no limits on gatherings.

City Response

The City’s System maintained a strong financial condition during the pendency of the COVID-19 pandemic and its operations and capital spending plans were not materially impacted. Revenues of the System increased during the pendency of the COVID-19 pandemic. See “The System—TOTAL WASTEWATER RATE COLLECTION SUMMARY,” below. The City’s local option tax revenues further illustrate the fact that the City became a refuge during the pandemic, with year over year increases of 31% and 11% in 2021 and 2022, respectively.

The City did not offer any delinquency forgiveness related to late payments, though local housing authorities were able to offer utility assistance to renters within the Service Area by way of funds the State received through the Emergency Rental Assistance program. Collection rates of the System have increased since March 2020 and the City did not experience overall revenue loss because of the COVID-19 pandemic. While the City received Coronavirus Aid, Relief, and Economic Security Act funds and American Rescue Plan Act recovery funds, it did not allocate any of those funds to the System.

Risk Factors

The current domestic and international financial disruption has had, and may continue to have, negative repercussions upon state, national and global economies. Examples of potential impacts include volatility in the securities markets,

significant losses in investment portfolios, a scarcity of credit, lack of confidence in the financial sector, reduced business activity, increased consumer bankruptcies, increased business failures and bankruptcies, and increased unemployment rates.

The full impact of the COVID-19 pandemic on the operations and financial condition of the City cannot be fully determined at this time due to the evolving nature of the pandemic, including uncertainties relating to the future actions of governmental authorities to contain or mitigate its impact, though such effect could be material and adverse. The City is continuously monitoring the situation and will adjust its response in concert with federal, state, and local health officials and governmental authorities.

Effect on the Series 2023 Bonds

The Series 2023 Bonds are secured by and payable from the Revenues of the System. Revenues are dependent upon the payment of rates and charges by connected customers. Unless conditions related to the COVID-19 pandemic change, the City does not anticipate any ongoing adverse economic effects on the City's overall collection of Revenue, nor to its collection of Revenues of the System.

CITY INDEBTEDNESS

General

The following is a description of statutory limitations on distinct types of debt authorized for municipalities in the State:

Special Assessment Bonds. Idaho Code Sections 50-3101 et seq. and 50-1701 et seq. provide for special assessment bonds for community infrastructure districts ("CID") and local improvement districts ("LID"), respectively. There are no statutory limitations to the par amount of CID special assessment bonds that may be issued, other than the amount assessed against any property within the district may not be more than the taxable value of the property. For LID special assessment bonds, the aggregate fair market value of the real property within the assessment area, including the infrastructure financed with the special assessments, must be greater than three times the aggregate par amount of the LID special assessment bonds. The City does not currently have any outstanding CID or LID special assessment bonds.

Revenue Bonds. There are no statutory limitations to the par amount of revenue bonds that can be issued by a municipality or CID, provided that the par amount may not exceed the costs of the project financed with proceeds of the revenue bonds. The project must be self-supporting and in the case of new money bonds, the par amount cannot exceed the amount authorized by voter approval or judicial confirmation. In the event of refunding bonds, the par amount cannot exceed the par amount of the refunded bonds.

General Obligation Debt. Idaho Code Section 50-1019 limits voter-approved general obligation debt for cities located in the State to an amount not to exceed 2% of the market value for assessment purposes, less the aggregate outstanding voter-approved general obligation bond indebtedness. General obligation debt requires two-thirds (2/3) voter approval. CIDs can also issue general obligation debt, but the aggregate outstanding par amount of the general obligation bonds, together with any other debt of the CID, may not exceed 9% of the actual or adjusted market value on all taxable property within the CID.

Certificates of Participation. Certificates of participation represent undivided ownership interests in lease payments under financing leases entered by a municipality. The payments evidenced by the lease are special obligations of the municipality subject to annual appropriation of the lease payments, and not a general obligation of the municipality. These obligations are subject to a municipality's willingness and ability to budget and annually appropriate funding to make the payments. Municipalities are authorized to lease real property pursuant to Chapter 14, Title 50, Idaho Code.

Outstanding Long-Term Debt

The following table sets forth the City's outstanding long-term obligations.

LONG-TERM INDEBTEDNESS (AS OF FEBRUARY 1, 2023)

Type of Debt	Principal Outstanding
General Obligation Bonds	\$10,420,000
Revenue Bonds	\$820,000
Water Revenue Refunding Bonds, Series 2014	\$2,140,000
Water Revenue Refunding Bonds, Series 2015	
Capital Leases	\$1,342,063
Total:	\$14,722,063⁽¹⁾

Source: The City of Ketchum and extracted from the City's FY 2022 Audited Financial Statements.

(1) The City's long-term indebtedness described above is not supported by Revenues of the System.

Debt Payment Record

The City has promptly met all debt service payments on outstanding obligations. No refunding debt has been issued to avoid an impending default.

Debt Service Requirements

The following table shows the projected debt service requirements of the Series 2023 Bonds.

Fiscal Year Ending 9/30	Series 2023 Bonds		Total Debt Service
	Principal ⁽¹⁾	Interest	
	\$	\$	\$
2024			
2025			
2026			
2027			
2028			
2029			
2030			
2031			
2032			
2033			
2034			
2035			
2036			
2037			
2038			
2039			
2040			
2041			
2042			
2043			
Total:			

(1) Preliminary, subject to change.

Future Financings

Upon issuance of the Series 2023 Bonds, the City will have approximately \$7,000,000* of the Bonding Authority remaining to be issued and secured by the Net Revenues of the System. At the time of issuance, the Series 2023 Bonds will be the only outstanding debt secured by a pledge of Net Revenues. See “PURPOSE AND USE OF PROCEEDS – Project – Additional Funding for Project” above. The City contemplates additional Parity Bonds being issued in 2029. See “THE SYSTEM – Facility Plan” below.

THE SYSTEM

Introduction

The City owns and manages the System, which collects wastewater from throughout the City and transports it to the Facility. The System includes over 30 miles of pipeline, consisting of concrete and PVC, servicing approximately 2,100 connections. The City independently manages and operates the Facility, treating wastewater collected (i) from the City’s own wastewater collection system, (ii) from the District’s separately owned and operated wastewater collection system, and (iii) from the Weyyakkin Subdivision, which is located within the City of Sun Valley, Idaho (“Sun Valley”), but outside the boundary of the District. The District’s collection system is made up of approximately 27 miles of pipeline, consisting of concrete, clay, and PVC, servicing approximately 2,800 connections.

The Facility consists of screening, pumping, grit removal, activated biosolid treatment, tertiary filtration, and disinfection. Treated water with increased disinfection meeting the DEQ Class A reuse standards, is reused for irrigation by the Weyyakkin Subdivision and the Elkhorn Golf Course. The biosolids produced and processed at the Facility are aerobically digested. The design capacity of the Facility is 4.0 mgd and current flow is 1.05 mgd. The average daily peak is 1.49 mgd and the peak hourly flow is 3.05 mgd.

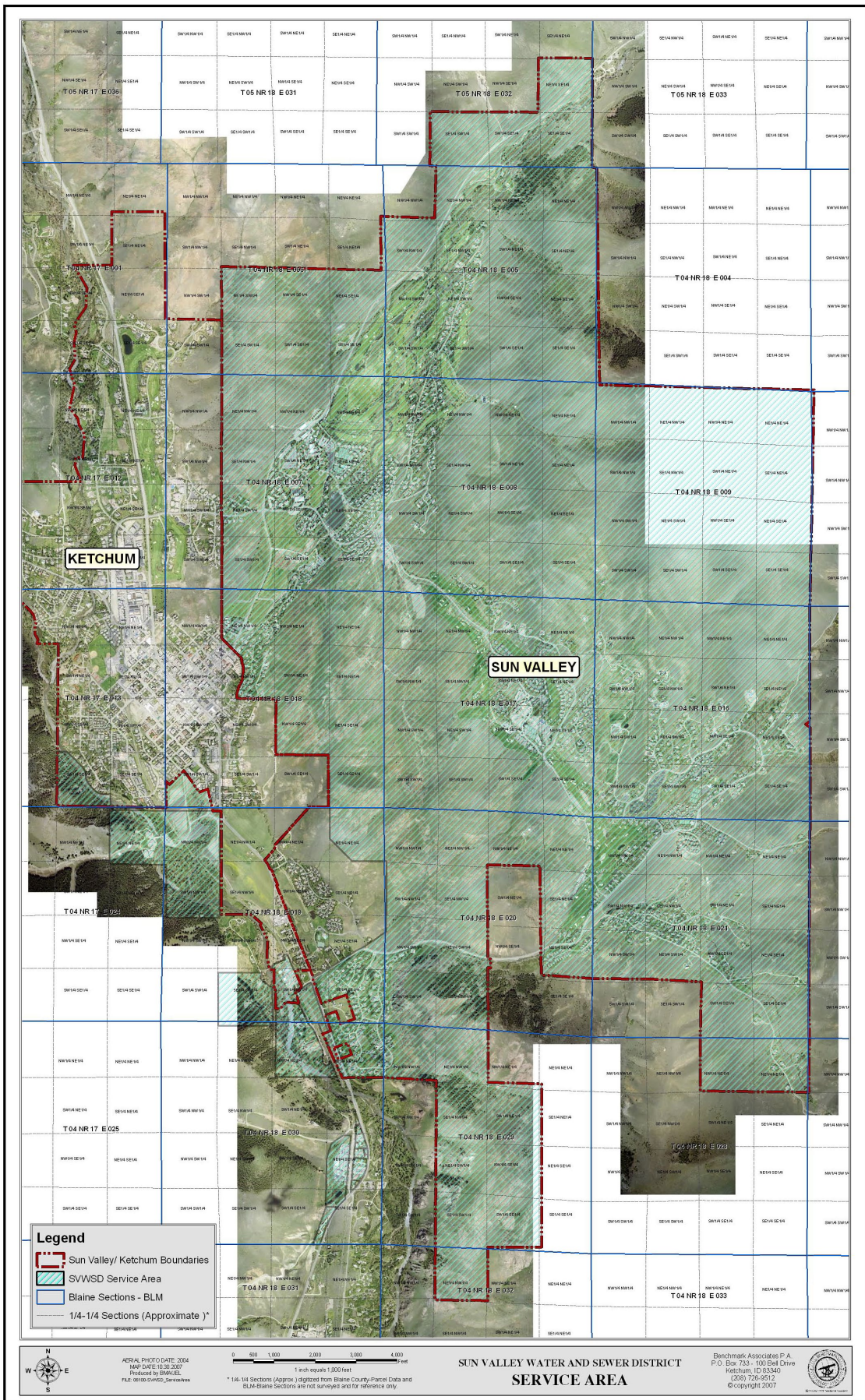
The System is operated and managed by the City’s Wastewater Division (the “Division”) within its Utilities Department. The administrative offices for the Utilities Department, the Water Utility Shop, and certain equipment are all located on the Facility site. The Division has a process in place to track its System assets on a regular schedule, which, when combined with flow projections, provides the City with information to rehabilitate degrading pipes and plan for growth in a timely manner.

The System is separate from the City’s wholly owned water utility.

Service Area

The service area served by the Facility is approximately 10 square miles and includes the boundaries of the City and Sun Valley, as well as St. Luke’s Hospital (the “Service Area”). The Facility serves an average equivalent population of approximately 12,000 to 17,000. The Service Area is outlined in the following map, which was obtained from the City.

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The Facility Plan analyzes four additional zones, or regions, of the greater Wood River Valley that may also be served by the Facility over the 20-year planning period. The Facility currently serves the City and Sun Valley, including St. Luke’s Hospital, which is currently the southernmost customer served by the Facility. In the future, the Facility could serve nearby development, defined as impact zones in the Facility Plan, as follows:

- Zone 1 – Developments north of Ketchum, including Hulen Meadows, Beaver Springs, and Flower Mill areas;
- Zone 2 – Developments west of Ketchum, including Warm Springs Ranch and Warm Springs Village;
- Zone 3 – Developments south of Ketchum, including the River Run base facilities to McHanville; and
- Zone 4 – Developments in the Sun Valley area, including the White Cloud Development and Elkhorn Springs.

Current completed developments in Elkhorn Springs are considered part of the Sun Valley tourist population. Future expansion of this development is considered part of Impact Zone 4.

Population Served. The population of the City and Sun Valley area can be divided into three general groups: permanent residents—those who live year-round in the area; second-home residents—those who own homes in the area, but only live in them for part of the year; and tourists—short-term visitors to the area. The following table estimates the peak season and average population served by the Facility currently versus the estimated planning period population (2042):

ESTIMATE OF CURRENT POPULATION VS. PLANNING PERIOD POPULATION⁽¹⁾

Parameter	Ketchum	Sun Valley	Impact Zones	Totals
Current				
Average Equivalents	7,190	4,955	-	12,146
Peak Equivalents	9,567	7,401	-	16,968
Planning Period (2042)				
Average Equivalents	9,250	7,817	266	17,332
Peak Equivalents	12,216	11,378	602	24,196

Source: The City of Ketchum.

(1) Equivalents de-rate the tourist population to 80% and the commuter population to 20% of the actual population.

By customer class, the City currently provides service to approximately 2,291 accounts, 81% of which are residential. The following table shows the ten largest accounts of the Facility, the customer class and the percentage of rate revenues.

TEN LARGEST FACILITY CUSTOMERS (2022)

Customer Name	Customer Class	FY 2022 Percent of Rate Revenues
Weyyakin HOA	Residential	1.6
Horizons 4 HOA	Residential	1.3
Parkside Village Owners Inc.	Residential	1.2
Prospector HOA	Residential	1.2
International Village HOA	Residential	1.1
Wildwood HOA	Residential	1.0
Limelight Ketchum LLC	Commercial	0.9
Fields at Warm Springs	Residential	0.8
SWC Building	Res/Comm	0.8
Ketchum & Mustard LLC	Commercial	0.7

Source: The City of Ketchum.

Collection System

The City’s collection system is made up of over 30 miles of 8-inch through 24-inch pipe. Except for new developments, most of the piping is approximately 30 years old and constitutes asbestos cement sewer pipe, with newer piping consisting of PVC.

The District’s separate collection system is made up of approximately 27 miles of 8-inch through 18-inch pipe. The system was originally constructed using non-reinforced concrete and clay pipe. Development occurring in the 1970’s used asbestos-covered cement sewer pipes. Newer development, after the late 1970’s utilizes PVC piping.

Efforts over the last two decades have decreased inflow and infiltration to the collection systems of both communities. The Facility Plan, as described below, only generally considers and describes the City and District collection systems. A comprehensive collections system study is being prepared by HDR Engineering, Inc. and will be delivered to the City in early 2024.

The Facility

The Facility consists of screening, pumping, grit removal, activated biological treatment, tertiary filtration, and disinfection. The sources of wastewater flow are domestic flows from households and commercial businesses, as well as inflow and infiltration. The following table includes future flows based on historical and future population trends as well as past flow data. While pollutant loading values are based on historical concentration trends, the mass loads were determined by using the future flow rates and concentration values:

CURRENT AND FUTURE FLOWS AND LOADS

Parameter	Current (2021)	Planning Period (2042)
Average Annual Flow (MGD)	1.05	1.73
Peak Month Flow (MGD)	1.34	2.57
Peak Day Flow (MGD)	1.49	3.47
Peak Hour Flow (MGD)	3.05	5.96
BOD Average Annual (lbs/d)	2,348	3,888
BOD Peak Month (lbs/d)	3,857	5,757
TSS Average Annual (lbs/d)	1,715	2,902
TSS Peak Month (lbs/d)	2,345	4,296
TP Average Annual (lbs/d)	34	58
TP Peak Month (lbs/d)	47	86
TKN Average Annual (lbs/d)	351	580
TKN Peak Month (lbs/d)	446	859

Source: The City of Ketchum and the City’s Facility Plan.

The Facility Plan. Generally, the Facility Plan can be divided into several groups requiring upgrading or improvement, including the headworks, activated biosolids system, tertiary treatment, disinfection, solids handling, and effluent end-use.

The headworks are made up of the influent pumps, screening, grit chamber, and odor control. While these components are generally adequate for current and future conditions, upgrades are needed during the Planning Period due to aging infrastructure and components.

Activated biosolids aeration basins are also generally adequate for future conditions but improvements are required related to baffling and process configuration during the Planning Period. These configuration changes will significantly reduce energy costs associated with aeration and provide flexibility for additional total nitrogen removal, which is an important element of producing treated water for reuse.

Air supply is critical to the activated biosolids system. As such, a major component of Project investment is aeration blower replacements. Facility operating costs are dominated by electrical power for aeration blowers. Currently, the Facility uses high-efficiency turbo blowers, however, the Facility Plan recommends hybrid blower technology, which has nearly identical energy efficiency as turbo blowers but a much simpler maintenance routine, with lower associated costs.

The Facility’s tertiary treatment system consists of cloth media filters and Project upgrades are related to miscellaneous equipment components and filter media. While the ultraviolet (UV) light disinfection system works well—leaving little residual living bacteria in the treated effluent—the tertiary treatment system is 20 years old and must be replaced during the Planning Period. Effluent treated at the Facility is normally diverted into the Big Wood River but during irrigation season is instead diverted under an Idaho Department of Environmental Quality (“DEQ”) Class A reuse water permit, for beneficial irrigation use by both the City and District. Continuing and future reuse diversion both supplies much needed water to landscape and golf course grounds during the irrigation season and relieves nutrient load to the Big Wood River.

Upgrading and improving the Facility’s solids handling system is a major Project component as the Facility currently only has one aerobic digester / holding tank, with no redundancy when the existing holding tank must be taken offline for maintenance. The Project will add a second digester to increase capacity, both for future growth of the System, and redundancy for the existing digester. To better handle liquid solids, the Facility Plan further recommends a rotary drum thickener to boost solids content from 3% to 6% percent and a screw press to further dewater liquid solids to 15–18% biosolids. At this concentration, liquid transport to City-owned drying beds will decrease from 16,500 tons to 3,300 tons per year as well as allow for an improved composting amendment to be used on-site at the Facility.

FACILITY PLAN CAPITAL IMPROVEMENTS PROJECT SCHEDULE

Project	Project Cost (2022 Dollars)	Inflated Project Cost	2022	2023	2024	2025	2026	2027	2028-2032	2033-2037	2038-2042
Aeration Basins - Anoxic and MLR (Nos. 3 & 4)	\$987,000	\$1,016,610		\$1,016,610							
Aeration Basin Blower Repair	\$65,000	\$65,000	\$65,000								
Grit Removal System	\$1,015,000	\$1,324,345							\$1,324,345		
Aeration Basin Upgrades (Nos. 1 & 2)	\$2,140,000	\$2,518,059						\$1,240,423	\$1,277,636		
Rotary Drum Thickener & Dewatering Building	\$7,204,000	\$7,757,364			\$3,821,362	\$3,936,003					
Remove Digester No. 1 Building and New Flat Covers	\$690,000	\$710,700		\$710,700							
Clarifier No. 1 HVAC and Roof Repair	\$183,000	\$194,145			\$194,145						
Gravity Thickener & Transfer Building Demo	\$145,000	\$158,445				\$158,445					
Digester No. 2	\$2,648,000	\$3,355,384							\$3,355,384		
Screw Press	\$1,527,000	\$1,718,652					\$1,718,652				
New & Replacement Digester Blowers	\$1,829,000	\$2,249,439							\$2,249,439		
Aeration Basin Blowers & Updated Electrical	\$6,626,000	\$7,610,105		\$2,185,660		\$1,849,987		\$1,276,361	\$2,298,097		
Replace Generator & MCC-3	\$1,263,000	\$1,599,931							\$1,599,931		
Pump Replacements	\$1,413,000	\$2,072,613						\$409,514	\$474,738	\$550,352	\$638,009
Replace UV Equipment	\$1,694,000	\$2,022,725							\$2,022,725		
Upgrade PLC Hardware	\$1,356,000	\$1,526,190					\$1,526,190				
Upgrade Filter PLC	\$102,000	\$105,060		\$105,060							
Digester No. 1 Diffusers	\$250,000	\$326,193							\$326,193		
Clarifier Mechanism No. 1 Replacement	\$553,000	\$743,186							\$743,186		
Upgrade Dewatering PLC	\$102,000	\$149,790								\$149,790	
Misc. Headworks Improvements	\$271,000	\$412,158						\$59,123			\$353,035
Upgrade UV PLC	\$102,000	\$105,060		\$105,060							
Clarifier Mechanism No. 2 Replacement	\$454,000	\$666,714								\$666,714	
Lab/Ops/Maintenance Remodel	\$1,010,000	\$1,398,076								\$1,398,076	
Utility Tractor	\$67,000	\$67,000	\$67,000								
Sewer Cleaning "Vac" Truck	\$450,000	\$450,000	\$450,000								
Parking Lot Repaving	\$1,330,000	\$1,949,527					\$748,463				\$1,201,064
Replace VFD's	\$1,564,000	\$2,188,629							\$933,749		\$1,254,880
Outfall Clearing	\$167,000	\$220,281					\$93,980			\$126,301	
Total Cost¹	\$37,207,000	\$44,681,383	\$582,000	\$4,123,090	\$4,015,507	\$5,944,435	\$4,087,285	\$2,985,421	\$16,605,423	\$2,891,234	\$3,446,989

¹ Total costs account for 3% inflation.

MLR=mixed liquor recycle; HVAC=heating, ventilation, and air conditioning; UV=ultraviolet; SCADA=supervisory control and data acquisition system; PLC=programmable logic controller

Source: The City of Ketchum and the City's Facility Plan.

Though the full needs, exact costs and expected funding sources are not finalized, the City expects the costs of the Project to be funded as follows.

	Bonds	Other Financing Source	Total Project Cost
Sun Valley Water and Sewer District	\$0	\$18,500,000	\$18,500,000
City of Ketchum	\$14,000,000	\$4,500,000	\$18,500,000
Total Project	\$14,000,000	\$23,000,000	\$37,000,000

Source: The City of Ketchum.

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Wastewater Services Rates

Monthly Rates. Historically, rates are considered annually as part of the City’s annual budget development process. The City of Ketchum City Council (“City Council”) has final approval of the rates of the System. Rates are approved for implementation at the start of the following Fiscal Year, October 1. The City Council may adjust rates at other times during a Fiscal Year by approval of an ordinance after three readings. Resolution No. 22-021 increased the City’s Wastewater rates by approximately 7% over the prior rates for the current fiscal year. The City’s current wastewater rates are as follows:

WASTEWATER RATES

Service Number	Classification	Rate Per Month
11	Single family home	\$41.85
12	Multiple living unit	\$41.85
13	Motel / hotel (first unit)	\$41.85
15	Office building / 1,500 square feet	\$41.85
16	Retail sales / 3,000 square feet	\$41.85
17	Restaurant / cafe per seat with or without a trap	\$4.13
20	Retail food / 1,500 square feet	\$41.85
21	Barber shop / per chair	\$20.90
22	Beauty salon / per operator	\$41.85
26	Dry cleaners	\$83.67
27	Garage / mechanical per 1,500 square feet	\$83.67
28	Laundries	\$167.39
29	Bank	\$83.67
30	School / per 50 students	\$41.85
31	Swimming pool / private / 500 square feet	\$10.40
32	Beer, wine, liquor	\$78.20
33	Theater / per screen	\$83.67
35	Nursery school	\$83.67
36	Church	\$83.67
37	Lodge / private / 3,000 square feet	\$83.67
39	Dentist / doctor/ per medical doctor	\$45.04
40	Car wash with recycle	\$45.04
41	Hospital / per bed	\$8.34
42	Bowling alley / per lane	\$16.72
43	Car wash without recycle / per bay	\$73.60
44	Commercial / 3,000 square feet	\$41.85
45	Photo development lab	\$83.60
46	Gas station with public restrooms	\$83.67
47	Warehouse / 6,000 square feet	\$41.85
48	Swimming pool / public / 500 square feet	\$31.99
54	Motel / hotel unit without cooking	\$10.40
55	Motel hotel, with cooking	\$20.90
56	Senior family living home	\$20.90

Source: City of Ketchum.

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A 5-year history of Wastewater services rate adjustments is shown in the following table:

HISTORIC WASTEWATER SERVICES RATE ADJUSTMENTS

	2019	2020	2021	2022	2023
Residential	\$33.89	\$35.55	\$37.29	\$39.12	\$41.85
Commercial	\$33.89	\$35.55	\$37.29	\$39.12	\$41.85

Source: The City of Ketchum.

Current average rates for the City and District follow:

SUMMARY OF AVERAGE USER RATES AND REVENUES

Item	Ketchum	SVWSD	Total
Connections	2,089	2,792	4,881
Average Monthly Rate per Connection	\$41.85	\$23.00	-
Average Quarterly Revenue	\$262,274	\$192,648	\$454,922
Average Yearly Revenue	\$1,049,096	\$770,592	\$1,819,688

Source: The City of Ketchum

Approximately 100% of the revenue from the City’s residential customers has historically been generated from the base charge associated with such accounts, with no additional revenue derived from use charges.

Cost of Service Study. The City is planning to conduct a Cost-of-Service Study and Rate Design (herein the “Cost-of-Service Study”) to establish updated monthly rates and a new connection fee methodology for new development to determine the adequacy of the existing rates, which will take into account the funding required to maintain and upgrade the Facility in accordance with the Facility Plan. See “THE SYSTEM – Facility Plan” above. The Cost-of-Service Study will occur once the Collection System Study is completed in early 2024. The City plans to annually increase rates, subject to annual City Council approval, at a lower rate to keep pace with increasing Facility and improvement costs. The City estimates its rate revenue must increase approximately 5% through FY 2032. The rate increase to each customer classification may be higher or lower, so long as the overall rate increase is achieved.

The following tables present estimated wastewater services rate adjustments for each customer classification. Estimates are subject to change and the City will continue to consider and evaluate rates each year to ensure revenue requirements are met.

PROJECTED WASTEWATER SERVICES RATE ADJUSTMENTS

5-YEAR MONTHLY RATES BY CATEGORY		PROJECTED MONTHLY RATES					
		<i>Actual</i>	5.0%	5.0%	5.0%	5.0%	5.0%
		FY 2023	FY 2024	FY2025	FY 2026	FY2027	FY2028
11	Single family home	41.85	43.94	46.14	48.45	50.87	53.41
12	Multiple living unit	41.85	43.94	46.14	48.45	50.87	53.41
13	Motel / hotel (first unit)	41.85	43.94	46.14	48.45	50.87	53.41
15	Office building / 1,500 square feet	41.85	43.94	46.14	48.45	50.87	53.41
16	Retail sales / 3,000 square feet	41.85	43.94	46.14	48.45	50.87	53.41
17	Restaurant / cafe per seat with or without a trap	4.13	4.34	4.55	4.78	5.02	5.27
20	Retail food / 1,500 square feet	41.85	43.94	46.14	48.45	50.87	53.41
21	Barber shop / per chair	20.90	21.95	23.04	24.19	25.40	26.67
22	Beauty salon / per operator	41.85	43.94	46.14	48.45	50.87	53.41

26	Dry cleaners	83.67	87.85	92.25	96.86	101.70	106.79
27	Garage / mechanical per 1,500 square feet	83.67	87.85	92.25	96.86	101.70	106.79
28	Laundries	167.39	175.76	184.55	193.77	203.46	213.64
29	Bank	83.67	87.85	92.25	96.86	101.70	106.79
30	School / per 50 students	41.85	43.94	46.14	48.45	50.87	53.41
31	Swimming pool / private / 500 square feet	10.40	10.92	11.47	12.04	12.64	13.27
32	Beer, wine, liquor	83.67	87.85	92.25	96.86	101.70	106.79
33	Theater / per screen	83.67	87.85	92.25	96.86	101.70	106.79
35	Nursery school	83.67	87.85	92.25	96.86	101.70	106.79
36	Church	83.67	87.85	92.25	96.86	101.70	106.79
37	Lodge / private / 3,000 square feet	83.67	87.85	92.25	96.86	101.70	106.79
39	Dentist / doctor/ per medical doctor	45.04	47.29	49.66	52.14	54.75	57.48
40	Car wash with recycle	45.04	47.29	49.66	52.14	54.75	57.48
41	Hospital / per bed	8.34	8.76	9.19	9.65	10.14	10.64
42	Bowling alley / per lane	16.72	17.56	18.43	19.36	20.32	21.34
43	Car wash without recycle / per bay	83.67	87.85	92.25	96.86	101.70	106.79
44	Commercial / 3,000 square feet	41.85	43.94	46.14	48.45	50.87	53.41
45	Photo development lab	83.67	87.85	92.25	96.86	101.70	106.79
46	Gas station with public restrooms	83.67	87.85	92.25	96.86	101.70	106.79
47	Warehouse / 6,000 square feet	41.85	43.94	46.14	48.45	50.87	53.41
48	Swimming pool / public / 500 square feet	31.99	33.59	35.27	37.03	38.88	40.83
54	Motel / hotel unit without cooking	10.40	10.92	11.47	12.04	12.64	13.27
55	Motel hotel, with cooking	20.90	21.95	23.04	24.19	25.40	26.67
56	Senior family living home	20.90	21.95	23.04	24.19	25.40	26.67

Source: The City of Ketchum.

Rate Comparison. The following is a comparison of the average monthly charges for the City’s residential customers compared to those residential customers of nearby cities for the Fiscal Year 2023.

RATE COMPARISON

City	Rate
Ketchum	\$41.85
Hailey	\$59.37 (5,000 gallon/month)
Bellevue	\$85.86
Jerome	\$70.00
Rupert	\$56.91
Heyburn	\$65.61
Burley	\$45.50
McCall	\$70.00 (3,000 – 4,000 gallons)

Source: The City of Ketchum.

The City maintains strong performance in year-over-year wastewater revenues.

TOTAL WASTEWATER RATE COLLECTION SUMMARY

Year	Total Rate Collection
2019	\$2,061,376
2020	\$2,136,433
2021	\$2,297,441
2022	\$2,424,758

Source: The City of Ketchum

Billing and Collection. Billing occurs monthly for all customer classifications at the established rate. A single customer user having more than one classification is charged for all applicable classifications rates. All customer classifications are due and payable by the 20th day of the month billed. Customer users aged 65 or older may qualify for a senior citizen rate, if the wastewater fee is being charged to the borrower user’s primary residence.

Delinquent notices are mailed directly to delinquent account holders by City employees. A delinquency charge of 10% of the amount due and owing is assessed to delinquent accounts monthly. The City utilizes letters, phone calls, credit bureau reporting, and service shut-off to regulate delinquency. Escalated past-due accounts are passed to the City’s legal department for small claims court or to a third-party collection agency. Each fall a Shutoff Notice is mailed to customers informing them a tax lien will be placed on their property if delinquent balance is not paid. Door hangers are then utilized prior to the recording of any tax lien.

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Wastewater Fund

The operations of the Facility are accounted for in the Wastewater Fund, which is categorized as an enterprise fund of the City. All operations, debt service, and capital improvements to the System are accounted for in the Wastewater Fund.

The City includes in its annual budget for the Facility estimated receipts of revenues for services, fees, and other funds to cover all expenditures, including expenses of operation and maintenance, repair and replacement of facilities and equipment of the Facility. Pursuant to the MOU, the City and District share Operation and Maintenance Expenses of the Facility based on usage (flow), with the City currently contributing 55% of Operation and Maintenance Expenses to the District's 45%.

The Fiscal Year 2023 budget, provided by the City, reflects revenues and expenditures both totaling \$6,868,120. The breakdown of budgeted revenues and expenses is detailed below:

SUMMARY OF RECENT WASTEWATER FUND REVENUES AND EXPENDITURES

Wastewater Division Revenues & Expenditures

	FY 2021 Audited Actuals	FY 2022 Adopted Budget	FY 2022 Actuals	FY 2023 Proposed Budget		FY 2021 Audited Actuals	FY 2022 Adopted Budget	FY 2022 Actuals	FY 2023 Proposed Budget
Revenues					Expenditures				
WASTEWATER	2,858,171	3,591,419	2,060,417	6,868,120	WASTEWATER	2,460,185	3,259,625	2,050,962	6,868,120
Revenues					Expenditures				
1. WASTEWATER CHARGES	2,297,441	2,432,485	1,614,970	2,602,759	1. SALARIES	394,219	464,605	334,233	517,130
2. WASTEWATER INSPECTION FEES	720	-	640	-	2. BENEFITS	294,775	358,665	243,178	399,567
3. SUN VALLEY WA & SW DISTRICT CH	540,789	1,151,934	441,649	2,906,163	3. MATERIALS AND SERVICES	988,370	715,928	477,443	1,128,600
4. INTEREST EARNINGS	5,564	7,000	3,158	7,000	4. TRANSFERS	286,801	-	196,784	319,233
5. REFUNDS & REIMBURSEMENTS	(5,956)	-	-	-	5. CAPITAL OUTLAY TRANSFER	440,000	1,459,176	776,000	4,248,090
6. AMORTIZED BOND PREMIUM	19,449	-	-	-	6. DEBT SERVICE	56,020	261,250	23,323	255,500
8. FUND BALANCE	-	-	-	1,352,198	Total Expenditures	2,460,185	3,259,625	2,050,962	6,868,120
7. GAIN(LOSS) ON PENSION ACTIVITY	164	-	-	-					
Total Revenue less Transfers	2,858,171	3,591,419	2,060,417	6,868,120					
Transfers	-	-	-	-					
Total Revenue	2,858,171	3,591,419	2,060,417	6,868,120	Funding Requests				
Funding Requests					1.				
1.					1. Sub-total	-	-	-	-
Sub-total	-	-	-	-					
Total Revenue with Changes	2,858,171	3,591,419	2,060,417	6,868,120	Total Expenditures	2,460,185	3,259,625	2,050,962	6,868,120
Total Expenditures with Changes	2,460,185	3,259,625	2,050,962	6,868,120					
Total Revenue Over/Under	397,986	331,795	9,455	0					

Financial Reports

The following are summaries of the City's Wastewater Fund Statement of Net Position, Wastewater Fund Statement of Revenues, and Wastewater Fund Expenditures and Changes in Fund Net Position as extracted from the City's audited financial statements for the years indicated.

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**WASTEWATER FUND –
STATEMENT OF NET POSITION⁽¹⁾
(FISCAL YEARS)**

	2018 Audited	2019 Audited	2020 Audited	2021 Audited	2022 Audited
Assets:					
Current Assets:					
Cash and Deposits	\$ 1,408,912	690,131	\$ 1,476,217	\$ 2,458,029	\$ 3,184,738
Accts receivable – customers	20,898	20,973	17,101	21,039	19,593
Accts receivable – other govts.	39,164	60,233	58,713	72,539	115,114
	1,468,974	771,337	1,764,031	2,551,607	3,319,445
Restricted Current Assets:					
Cash and Deposits	212,000	212,000	212,000	212,000	212,000
Total Current Assets	1,680,974	983,337	1,552,031	2,763,607	3,531,445
Capital Assets:					
Plant and equipment	13,365,286	14,465,878	14,529,340	14,529,341	15,055,387
Accumulated depreciation	(6,055,007)	(6,379,305)	(6,709,093)	(7,038,483)	(7,354,866)
Net Plant and equipment	7,310,279	8,086,573	7,820,247	7,490,858	7,700,521
TOTAL ASSETS	8,991,253	9,069,910	9,584,278	10,254,465	11,231,966
Net Pension Asset & Deferred Outflow of Resources:					
Net Pension Asset	-	-	-	10,747	-
Deferred Outflows from Pension Activity	47,393	17,401	49,433	139,209	219,245
Liabilities:					
Current Liabilities:					
Accounts and Interest Payable	2,971	2,740	2,333	1,906	1,459
Current portion long-term debt	185,000	195,000	205,000	215,000	220,000
Total current liabilities	187,971	197,740	207,333	216,906	221,459
Noncurrent Liabilities:					
Bonds Payable	1,315,000	1,120,000	915,000	700,000	480,000
Unamortized Bond Discount	-	-	-	-	-
Unamortized Bond Premium	142,310	123,810	106,258	86,809	66,411
Net Pension Liability	224,575	117,131	235,774	-	435,804
Compensated Absences Payable	17,387	34,905	40,872	48,704	45,458
Total noncurrent liabilities	1,699,272	1,395,846	1,297,904	835,513	1,027,673
TOTAL LIABILITIES	1,877,243	1,593,586	1,505,237	1,052,419	1,249,132
Deferred Inflow of Resources					
Deferred Inflows from Pension Activity	18,540	53,708	7,699	343,833	3,195
Net Position					
Investment in capital assets net of related debt	5,667,969	6,647,763	6,593,989	6,489,049	6,934,110
Restricted	212,000	212,000	212,000	212,000	212,000
Unrestricted	1,252,984	580,254	1,314,786	2,307,120	3,054,124
TOTAL NET POSITION	<u>\$ 7,132,953</u>	<u>\$ 7,440,017</u>	<u>\$ 8,120,775</u>	<u>\$ 9,008,169</u>	<u>\$ 10,200,134</u>

(1) Fiscal Year 2023 projections were unavailable and are not included in this table.

Source: Extracted from the City of Ketchum's annual audited financial statements.

**WASTEWATER FUND
STATEMENT OF REVENUES, EXPENDITURES
AND CHANGES IN FUND NET POSITION
(FISCAL YEARS)⁽¹⁾**

	2018 Audited	2019 Audited	2020 Audited	2021 Audited	2022 Audited
Operating Revenues:					
Charges for services	\$ 2,086,818	\$ 2,531,014	\$ 2,613,383	\$ 2,838,230	\$ 3,363,806
Hookups, connections, impact fees	100,555	24,485	114,547	89,578	157,674
Reimbursements and Misc.	26,119	5,421	14,926	-	84
Total Operating Revenue	2,213,492	2,560,920	2,742,856	2,927,808	3,521,564
Operating Expenses:					
Salaries and benefits	643,283	637,325	618,302	688,995	810,220
Administrative and supplies	843,314	905,548	839,889	992,067	1,168,694
Depreciation	289,692	324,298	329,788	329,390	316,382
Total Operating Expenses	1,776,289	1,867,171	1,787,979	2,010,452	2,295,296
Operating Income	437,203	693,749	954,877	917,356	1,226,268
Nonoperating Revenues (Expenses)					
Interest Income	26,229	23,651	14,272	6,445	15,677
Interest Expense	(75,086)	(71,030)	(65,340)	(56,020)	(45,750)
Gain (Loss) on pension activity	1,803	42,194	(40,602)	164	(24,628)
Amortization of bond discount	-	-	-	-	-
Amortization of bond premium	17,077	18,500	17,551	19,449	20,398
Total Nonoperating	(29,977)	13,315	(74,119)	(29,962)	(34,303)
Income before transfers		707,064	880,758	887,394	1,191,965
Transfers in	-	-	-	-	-
Transfers out	-	(400,000)	(200,000)	-	-
Net Income	407,226	307,064	680,758	887,394	1,191,965
Total Net Position – Beginning	6,725,727	7,132,953	7,440,017	8,120,775	9,008,169
Total Net Position – Ending	\$ 7,132,953	\$ 7,440,017	\$ 8,120,775	\$ 9,008,169	\$ 10,200,134

(1) Fiscal Year 2023 projections were unavailable and are not included in this table.

Source: Extracted from the City of Ketchum's annual audited financial statements.

NET REVENUES AND DEBT SERVICE COVERAGE SUMMARY – WASTEWATER FUND⁽¹⁾

The following table shows the City’s historical ability to comply with the Debt Service Coverage requirements of the Bond Ordinance.

	2018 Audited	2019 Audited	2020 Audited	2021 Audited	2022 Audited
Expenses:	\$ 1,776,289	\$ 1,867,171	\$ 1,787,979	\$ 2,010,452	\$ 2,295,296
Program Revenues:					
Fees, Fines, and Charges for Service	2,213,492	2,560,920	2,742,856	2,927,808	3,521,564
Capital Grants and Contributions	-	-	-	-	-
Net (Expense) Revenues and Change in Net Assets:	473,203	693,749	954,877	917,356	1,226,268
Total:	<u>473,203</u>	<u>693,749</u>	<u>954,877</u>	<u>917,356</u>	<u>1,226,268</u>
Total Debt Service:	255,237	256,299	260,747	261,447	261,196
Historical Debt Service Coverage:	<u>1.85x</u>	<u>2.70x</u>	<u>3.66x</u>	<u>3.50x</u>	<u>4.69x</u>

(1) Fiscal Year 2023 projections were unavailable and are not included in this table.

Source: Extracted from the City of Ketchum’s annual audited financial statements.

Parity Bond Debt Service Expectation

Prior to issuing Parity Bonds, the City will be required to meet the covenants for Parity Bonds included in the Master Ordinance; see “SECURITY FOR THE SERIES 2023 BONDS – Future Obligations.”

Regulatory Environment and Permits

Operation of the Facility and the City’s Wastewater Division is regulated by the United States Environmental Protection Agency (“EPA”), which approved the State’s request for a state operated pollutant discharge elimination system in June 2018, thereby creating the Idaho Pollution Discharge Elimination System (“IPDES”) and delegating certain Clean Water Act discharge permitting authority to the State through DEQ. While the State has been delegated IPDES permitting authority from EPA, the City and District’s current permit was issued under the federal National Pollutant Discharge Elimination System (“NPDES”) program and a new IPDES permit has not yet been issued. The City and District have one NPDES permit (ID002081) for the City of Ketchum / Sun Valley Water and Sewer District Wastewater Treatment Plant, issued in 2012, which expired on July 31, 2017. The City and District reapplied under the IPDES Program and is currently operating the Facility under an administrative extension while awaiting issuance of a new IPDES permit by DEQ.

The City and Facility is in compliance with all relevant State and Federal acts, permits and regulations. There are no pending administrative actions by any regulatory agencies involving the Facility. The Facility is currently in compliance with all applicable permit parameters. The Pending IPDES Permit will reflect current Clean Water Act requirements and associated State standards. For any constituent regulations the City cannot immediately comply with, the Pending IPDES Permit will include a schedule of compliance to allow time to come into compliance.

THE CITY

General

The City was incorporated in 1961 and covers an area of approximately 3.25 square miles. Located in Blaine County, Idaho, the City is situated in central Idaho at the northern end of the Wood River Valley and the edge of the Sawtooth National Forest. The primary functions performed by the City include public safety, community development, public improvements, planning and zoning, and general administrative services to its residents.

Mayor – Council System

The City operates under the mayor-council system of government with a mayor (the “Mayor”) and four councilors (the “City Council”). The Mayor and City Council are elected to four-year terms. The Mayor serves as the chief executive officer for the City, responsible for carrying out policies set by the City Council and for enforcing the City Code. The City Council acts through the passage of ordinances, resolutions, and motions. Specific regulatory and ordinance powers are granted by State statute. Public hearings are held as required for matters such as land use planning and budgeting.

Current members of the City Council and other officers of the City and their respective terms in office are as follows:

Name	Position	Term Expires
Neil Bradshaw	Mayor	2026
Jim Slanetz	Council President	2024
Courtney Hamilton	Councilor	2026
Amanda Breen	Councilor	2026
Michael David	Councilor	2024

Source: The City of Ketchum.

Key Administration Officials

The administrative and management staff of the City includes a City Administrator, a City Treasurer, and the Wastewater Division Supervisor, who oversees the City’s System and Facility. [All management staff is hired by the City Council.]

Neil Bradshaw, Mayor. Mr. Bradshaw was elected Mayor in 2017. He earned a Masters in Mechanical Engineering, Manufacture and Management from the University of Birmingham, UK, and an MBA while on scholarship to the University of Kansas. Mr. Bradshaw has a background in project finance, business development, investment banking, and sales, with a focus toward business development in seasonal economies and outdoor recreation. Mr. Bradshaw also serves as the volunteer President of the non-profit Ketchum Community Development Corporation and has had a hand in reshaping development of the City through volunteer-led development efforts, including the development of affordable housing and the Ketchum Innovation Center.

Jade Riley, City Administrator. Mr. Riley has served as the City’s Administrator since August of 2021. Prior to that, Mr. Riley spent over 16 years with the City of Boise as Chief Operating Officer and Chief of Staff. Mr. Riley’s experience with the City of Boise included the management of daily operations of twelve departments and oversaw development of Boise’s \$515 million budget. Mr. Riley’s background includes long-term strategic municipal development and planning. Prior to his local government service, he worked in a variety of roles in the federal government, including time at the White House and U.S. House of Representatives. He is a graduate of Boise State University with a degree in Political Science.

Shellie Gallagher, City Treasurer. Ms. Gallagher has been with the City in its Finance Department since May 2015, in a variety of positions, including Deputy Treasurer. In March 2021, she was appointed City Treasurer. A long-time public servant, Ms. Gallagher has served for over twenty years in other municipalities, including the City of Hailey, Idaho as Deputy Treasurer; City of Gardena, California as Deputy Treasurer; and the City of Meridian, Idaho as Utility Billing Manager.

Mick Mummert, Wastewater Division Supervisor. Mr. Mummert has been with the City in the Utilities Department since October of 2001. He was appointed Wastewater Division Supervisor in May of 2015 after working in all three divisions of the Utilities Department. He holds operator certification licenses for Wastewater Treatment, Wastewater Collections, Wastewater Land Application, and Water Distribution. Mick has earned an Associate Degree in Water Resource Management from the College of Southern Idaho.

Staff

As of September 30, 2022, the City has 73 full-time equivalent (“FTE”) employees. The City employs part-time and seasonal employees to assist with peak demand. The City’s Wastewater Division is supported by 5 full-time employees. The Facility complies with both EPA and DEQ requirements by including a superintendent certified at Wastewater Class IV, one lead operation certified at Wastewater Class IV, one operation certified at Wastewater Class II, or III, two assistant operations certified at Class I or higher, one person able to perform normal mechanical and/or electrical maintenance, one lab technician, and a part-time administrative assistant.

The City has ordinary turnover within the Wastewater Division and has not experienced any revenue decline or operations interruption as a result of turnover.

SUSTAINABILITY AND CLIMATE ACTION

The City has set a climate action goal of decarbonizing all city facilities by 2030. The 2020 Ketchum Sustainability Action Plan (the “Sustainability Plan”) sets out the City’s path for reaching carbon neutrality.

As it relates to the Project, the City plans to increase energy efficiency at the Facility by replacing electric space heaters with mini-split heaters, and installation of destratification fans, variable speed pumps, and sensor systems. The City also participated in Idaho Power’s Wastewater Energy Cohort, to increase its understanding and ability to strategize and receive support in its treatment of industrial wastewater. The City is also now transitioning the majority of its wastewater biosolids into compost on-site, in order to replace land application practices.

FINANCIAL FACTORS

Accounting Policies

GASB 34. The Statement of Net Position and the Statement of Activities. The City's financial statements are prepared in conformity with generally accepted accounting principles in the United States (“GAAP”) as prescribed by the Governmental Accounting Standards Board (“GASB”). The City has implemented the financial reporting model required by GASB Statement No. 34, Basic Financial Statements — and Management’s Discussion and Analysis — for State and Local Governments. The City follows the “business-type activities” reporting requirements of GASB-34 that provides a comprehensive one-column look at the City’s financial activities. The Statement of Net Position and the Statement of Activities provide information about the City’s activities and present both a short-term and a long-term view of the City’s finances. The City’s financial statement reports that the most important feature of these statements is that they report the City's activities in a way that will help assess whether the City is better or worse off financially as a result of a given year’s activities. They are prepared using the accrual basis of accounting, which reports the current year's revenues and expenses regardless of when cash changes hands.

Fund Accounting. The City, like other state and local governments, uses fund accounting to ensure and demonstrate compliance with finance-related legal requirements. The City’s funds consist of the General Fund, Local Option Tax Fund, Capital Improvement Fund, two Enterprise Funds (Water and Wastewater), and seven trusts or restricted purpose funds.

The Wastewater Fund is accounted for on a cost of services or capital maintenance measurement focus. This means that all assets and all liabilities (whether current or noncurrent) associated with its activity are included on the balance sheets. Reported fund equity (net total assets) is segregated into contributed capital and retained earnings components. Enterprise fund type operating statements present increases (revenues) and decreases (expenses) in net total assets.

The accrual basis of accounting is utilized for enterprise funds, including the Wastewater Fund. The accrual basis of accounting recognizes revenues when they are earned, and expenses when the related liability is incurred.

Independent Audit Requirement

The City’s financial statement audit for the fiscal year ending September 30, 2022, was performed by Workman & Company, Twin Falls, Idaho (“Workman”) and is included in “Appendix A – Annual Comprehensive Financial Report” attached hereto. The audit report indicates the financial statements fairly show the City’s financial condition and are in conformance with GAAP. Workman has consented to the inclusion of the Annual Comprehensive Financial Report in this Official Statement.

Investment Policy

The City first adopted a formal investment policy on January 20, 1998, as Resolution No. 681, which has been amended and renewed effective March 7, 2023. The City’s investment policy is also governed by Idaho Code, Chapter 12 of Title 67, which provides authorization for the investment of funds as well as specific direction as to what constitutes an allowable investment. The Code limits investments to the following general types: (i) certain revenue bonds, general obligation bonds, local improvement district bonds and registered warrants of State and local governmental entities; (ii) time deposits accounts and tax anticipation and interest-bearing notes; (iii) bonds, treasury bills, debentures or other similar obligations issued or guaranteed by agencies or instrumentalities of the government of the State of Idaho or the United States; and (iv) repurchase agreements.

Local governments, including the City, are also authorized to invest in the Local Government Investment Pool (“LGIP”), which is managed by the Idaho State Treasurer’s Office. Information on the LGIP investments is available from the Idaho State Treasurer. The City does invest in the LGIP.

Investments are stated at cost, except for investments in the deferred compensation agency fund, which are reported at market value. Interest income on such investments is recorded as earned in the General Fund of the City unless otherwise specified by law. For additional detail regarding the City’s investment policy, *see also* “Appendix A—Annual Comprehensive Financial Report, for Fiscal Year Ended September 30, 2022 – Note 2. Cash and Cash Deposits.”

Debt Policy

Effective March 7, 2023, the City has adopted a comprehensive formal debt policy, which applies to all debt issued by the City regardless of purpose, source, or type. Also effective March 7, 2023, the City has also adopted Cash Management and Fund Balance Policies.

Risk Management

The City manages its risks through the purchase of a general insurance coverage policy for public entities through the Idaho Counties Risk Management Program (“ICRMP”), a program that is the primary source of property and casualty loss protection for Idaho local governments including counties, cities, and special purpose districts. As of the date of this Official Statement, all policies are current and in force. The City believes its risk management policies and coverages are normal and within acceptable coverage limits for the type of services the City provides.

Pension System

PERSI. The City is a member of the Idaho State Public Employees’ Retirement System of Idaho (“PERSI”). The City’s classified employees, including those hired prior to July 1, 1990, are covered under PERSI, which administers a multiple-employer cost-sharing defined benefit public employee retirement system. PERSI’s funding objective is to meet long term benefit obligations through contributions and investment income and provide a reserve against market fluctuation. A retirement board (the “PERSI Board”), appointed by the governor and confirmed by the State Senate, manages the system, including selecting investment managers to direct the investment, exchange, and liquidation of assets in the managed accounts and establishing policy for asset allocation and other investment guidelines. The PERSI Board is charged with the fiduciary responsibility of administering the system.

PERSI is the administrator of seven fiduciary funds, including three defined benefit retirement plans, the Public Employee Retirement Fund Base Plan (“PERSI Base Plan”), the Firefighters’ Retirement Fund and the Judges’ Retirement Fund; two defined contribution plans, the Public Employee Retirement Fund Choice Plans 414(k) and 401(k); and two Sick Leave Insurance Reserve Trust Funds, one for State employers and one for school district employers.

PERSI membership is mandatory for eligible employees of participating employers, which consist of (i) employees who work 20 or more hours per week for five consecutive months, (ii) teachers working a half-time contract or greater, or (iii) persons who are elected or appointed officials. Membership is mandatory for State agency and local school district employees, and membership by contract is permitted for participating political subdivisions such as cities and counties. As of June 30, 2022, PERSI had 74,409 active members, 53,190 inactive members, and 50,891 retired members or beneficiaries. As of June 30, 2022, there were 840 participating employers in the PERSI Base Plan with a total overall membership of 177,802. As of February 28, 2023, the City has 61 active employees entitled but not yet receiving benefits.

The Net Position for all pension and other funds administered by PERSI increased by \$5.0 billion during Fiscal Year 2021 and decreased \$2.8 billion during Fiscal Year 2022. The change in the defined benefit plans reflects the total of contributions received and an investment return less benefits paid and administrative expenses. All the plans experienced investment losses in Fiscal Year 2022 as a result of negative market performance. Net investment income for all of the funds administered by PERSI for the Fiscal Year 2022 and Fiscal Year 2021 was \$(2.4) billion and \$5.0 billion, respectively.

Based on the July 1, 2022, actuarial valuation, PERSI’s Base Plan net pension liability of \$(78,977.973) million, resulted in a change in funding status from a funding ratio of 100.36% on July 1, 2021, to 83.09% on June 30, 2022. The funding ratio is the ratio of the actuarial value of the assets over the value of the actuarial accrued liability. The higher the funding ratio, the better the plan is funded.

Annual actuarial valuations for PERSI are provided by the private actuarial firm of Milliman, which has provided the actuarial valuations for PERSI since its inception. As a result of the statutory requirement that the amortization period for the unfunded actuarial accrued liability (“UAAL”) be 25 years or less, the PERSI Board must annually analyze contribution rates. Because there is an amortization period of the Unfunded Actuarial Liability of 100+ years, the PERSI Board is currently analyzing contribution rates. Current rates are as follows:

CONTRIBUTION RATES

<u>Member</u>		<u>Employer</u>	
<u>General/ Teacher</u>	<u>Fire/ Police</u>	<u>General/ Teacher</u>	<u>Fire/ Police</u>
7.16%	9.13%	11.94%	12.28%

Source: Financial Statements June 30, 2022, Public Employee Retirement System of Idaho.

An experience study was performed for the period July 1, 2015, through June 30, 2020, which reviewed all economic and demographic assumptions including mortality. The Total Pension Liability as of June 30, 2022, is based on the results of an actuarial valuation date July 1, 2022.

The City’s required and paid contributions to the Base Plan as of June 30, 2022, was \$420,730. The reflected required and paid contributions represent the City’s entire contribution and are not specifically attributable to the Wastewater Division. PERSI contribution requirements are established by the PERSI Board within limitations, as defined by state law, and the City relies on PERSI to communicate any increases to the employer-required contribution. The City’s required contribution amount is then collected pro-rata from the various departments based on a department’s number of employees and salaries, among other factors.

Under GASB Statement No. 68, the City is required to record a liability and expense equal to its proportionate share of the collective net pension liability and expense of PERSI. On September 30, 2022, the City reported a liability for its proportionate share of the net pension liability. The net pension liability was measured as of June 30, 2022, and the total pension liability used to calculate the net pension liability was determined by an actuarial valuation as of that date. The City’s proportion of the PERSI net pension liability was based under the Base Plan, which was 0.0790322%.

PERSI issues a publicly available financial report that includes financial statements and required supplementary information. That report may be obtained at www.persi.idaho.gov (which website is provided purely for convenience and is not incorporated or made a part of this Official Statement by this reference). Much of the information in this section comes from the PERSI Financial Statements, June 30, 2022, and therefore the information is from a source not within the City’s control.

Other Post-employment Benefits

As of the date of this Official Statement, the City does not have any other post-employment benefits.

DEMOGRAPHIC INFORMATION

The City is located in Blaine County, Idaho, in Idaho’s central mountains. Idaho State Highway 75 runs through the City, as does the Big Wood River. The City is served by the Friedman Memorial Airport, located approximately 15 miles away in Hailey, Idaho. Since the Sun Valley Mountain Resort opened as the first destination winter resort in the United States, the City has become a world-renowned travel destination and, as such, its economy is largely based on tourism. Winter tourism is driven by its proximity to Sun Valley, and summer amenities include golf, tennis, fishing, river rafting, and a variety of music and arts festivals and attractions. Year-round tourism is further bolstered by the City’s proximity to the Sawtooth National Recreation Area, as well as the Boulder, Smoky, and White Cloud Mountain Ranges. The City is approximately 150 miles away from Idaho’s capital city of Boise.

Local Economy, Industry and Employment

The following is a list of the largest employers in Blaine County:

Employer	Location	Product/Service	No. of Employees
Sun Valley Resort	Sun Valley	Hospitality	500-999
Blaine County School District	Hailey	Education	500-999
St. Luke’s Wood River Valley Medical Center	Ketchum	Hospital	250-499
Atkinsons’ Market, Inc. ⁽¹⁾	Ketchum	Supermarkets and other grocery	100-249
Power Engineers	Hailey	Engineering	100-249
Albertsons	Hailey	Supermarkets and other grocery	100-250
Blaine County	Hailey	Local government	100-249
Zenergy	Ketchum	Hospitality and Fitness	100-249
Community School	Sun Valley	Educational services	100-249
Valley Club	Hailey	Hospitality	50-99
City of Ketchum	Ketchum	Local government	50-99

Source: The Idaho Department of Labor.

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Income

According to the 2020 Census County, 98.8% of City residents over the age of 25 have a high school degree or higher and 60.7% have a bachelor's degree or higher. The median family income was \$82,168 (\$67,521 nationally). The following table shows historic personal income and per capita income for Blaine County and the State of Idaho:

STATE OF IDAHO AND BLAINE COUNTY TOTAL PERSONAL AND PER CAPITA INCOME

	2021	2020	2019	2018	2017
Per Capita Income:					
Blaine County	\$134,722	\$127,990	\$122,878	\$108,169	\$102,211
% change from prior year	5.3	4.2	.13.6	5.8	8.0
State of Idaho	52,369	49,491	56,250	53,786	51,550
% change from prior year	5.8	6.2	4.6	4.3	3.9
Total Personal Income:					
Blaine County (\$ in thousands)	\$3,336,537	\$3,113,613	\$2,926,472	2,535,922	\$2,352,072
% change from prior year	7.2	6.4	15.4	7.8	10.0
State of Idaho (\$ in millions)	99,550	91,448	83,032	74,435	71,888
% change from prior years	8.9	10.1	8.6	6.3	5.7

Source: Bureau of Economic Analysis.

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BLAINE COUNTY LABOR FORCE AND EMPLOYMENT TRENDS (2019-2021)

	Annual Average		
	2019	2020	2021
Civilian Labor Force	132,365	131,390	132,437
Unemployed	3,247	7,365	3,637
Unemployment Rate	2.5%	5.6%	2.7%
Annual Average			
<i>By Place of Work</i>	2019	2020	2021
All Industry Covered Jobs	176,304	170,790	175,696
Total Private	151,042	145,949	150,101
Goods producing (Including Gov.)	23,739	23,281	23,421
Service Producing (Including Gov.)	152,565	147,509	152,275
Private Service Producing	127,377	122,741	126,752
Natural Resources	235	306	370
Construction	9,235	9,766	10,100
Manufacturing	14,269	13,209	12,951
Trade, Transportation, and Utilities	33,512	32,688	33,874
Wholesale Trade	8,913	8,931	9,546
Retail Trade	17,879	17,040	17,318
Transportation and Warehouse	5,693	5,693	5,966
Utilities	1,027	1,024	1,024
Information	2,545	1,771	1,696
Financial Services	10,073	10,194	10,497
Professional and Business Services	30,598	30,973	31,030
Education and Health Services	39,379	38,578	40,416
Leisure and Hospitality	18,456	15,615	17,031
Other Services	5,358	4,867	5,100
Government, All	25,249	24,822	25,589
Federal	4,786	4,938	4,944
State	10,739	10,525	11,283
Local	9,724	9,359	9,362

Source: Idaho Department of Labor

NEW CONSTRUCTION VALUE OF THE CITY

Year	New Dwelling Units	Total Permits	Construction Values			
			New Resid.	New Non-Resid.	Add, Alt & Repairs	Total Construction
2022	78	115	\$76,506,762	\$4,375,000	\$31,177,629	\$112,059,391
2021	67	140	67,889,933	9,328,074	16,503,154	93,721,161
2020	23	131	25,726,735	30,508,000	20,611,057	76,845,792
2019	25	128	34,662,565	3,800,000	18,223,558	56,686,123
2018	11	108	9,090,137	20,262,879	17,079,008	46,432,024

Source: The City of Ketchum.

CERTAIN INVESTMENT CONSIDERATIONS

The Series 2023 Bonds may not be suitable investments for all persons, and prospective purchasers should evaluate the risks and merits of an investment in the Series 2023 Bonds and confer with their own legal and financial advisors before considering a purchase of the Series 2023 Bonds. The following section describes certain risk factors affecting the payment of and security for the Series 2023 Bonds. The following discussion is not meant to be an exhaustive list of the risks associated with the purchase of the Series 2023 Bonds and does not necessarily reflect the relative importance of the various risks. Potential investors are advised to consider the following risk factors along with all other information described elsewhere or incorporated by reference in this Official Statement in evaluating the Series 2023 Bonds.

Federal and Local Regulations

Several factors affect the operation of the Facility. Federal, state, and local standards and procedures that regulate the operations and environmental impacts of sewer systems are subject to change. These changes may arise from continuing legislative, regulatory and judicial action regarding such standards and procedures. Consequently, there is no assurance that the Facility will remain subject to the regulations currently in effect, will be in compliance with current or future regulations or will always be able to obtain all required operating permits. Compliance with applicable environmental standards could result in additional capital and operating expenditures and reduced operating and efficiency levels, as well as possible fines, penalties, or liabilities for noncompliance.

Operating Results

Several factors could impact the results of operations of the Facility in the future, including a decrease in the number of customers, changes in regional and local economic conditions, regulatory and permit requirements, changes in population, increased water conservation, increased operation and maintenance costs, and changes in general market conditions. There can be no assurance that the Facility will be able to maintain the current number of users if there are changes in the residential and/or commercial population of the Service Area.

Facility Expenses, Collections and Future Rates

The maintenance and operation expenditures related to the Facility are expected to increase over the next 20 years. However, there can be no assurance the City's projected future Operation and Maintenance Expenses of the Facility will be as projected and described in this Official Statement. In addition, demands on the Facility are expected to increase due to population growth and regulatory requirements in the future. As described here, the City is in the process of implementing its Facility Plan to provide a framework for meeting future water requirements. Increases in expenses could require a significant increase in rates or fees to pay for Facility projects, including those currently anticipated in the Project, and to pay the debt service on Parity Bonds.

Cybersecurity

Like other organizations, the City relies on electronic systems and technologies to conduct operations. Computer networks and data transmission and collection are vital to the safe and efficient operations of the City. The City considers information security to be of paramount importance. The City has implemented various internal procedures and standards to protect against such risks. The City utilizes the following at the firewall level to resist cybersecurity attacks: intrusion detection and prevention, antivirus and antimalware scanning and filtering, and Geo-IP filtering. Antivirus and patch management are implemented at the server and workstation level. Network segmentation is implemented at the switch level. Multifactor authentication is implemented for all City email accounts.

The City maintains cyber liability and has implemented policy measures to help offset any financial risks that may result from a cybersecurity breach. As with all risks to which the City is exposed, loss or breach can result in legal and/or regulatory claims. The City's comprehensive insurance policies are in place to protect the City in those circumstances.

Natural and Economic Forces

The City, like all communities, may be subject to unpredictable natural or man-made disasters, such as seasonal storms, excessive/high winds, flood, fire, toxic dumping or acts of terrorism, any of which could adversely affect the City including the Facility and the collection and receipt of Net Revenues. In the event of such calamities, there may be significant damage to both property and infrastructure, including to the Facility. As a result, a substantial portion of the property owners may be unable or unwilling to pay for service.

International Economic and Political Conditions

With the globalization of business and the increased importance of international trade and tourism, growth in the U.S. economy has become more closely tied to worldwide economic, political, and social conditions. As a result, international economics, trade balances, currency exchange rates, political relationships, and hostilities are now important influences.

Secondary Market

No assurance can be given concerning the existence of any secondary market for the Series 2023 Bonds or its creation or maintenance by the Underwriter. Thus, purchasers of Series 2023 Bonds should be prepared, if necessary, to hold their Series 2023 Bonds until their respective maturity dates.

Forward Looking Statements

This Official Statement contains statements relating to future results that are “forward-looking statements.” When used in this Official Statement, the words “estimate,” “anticipate,” “intend,” “expect,” “projection,” and similar expressions identify forward-looking statements. Such statements are subject to risks and uncertainties that could cause the actual results to differ materially from those contemplated in such forward-looking statements.

LEGISLATIVE REFERRALS

Legislative referrals are proposed laws that originate from the Legislature to be voted on by the people. In Idaho, both houses of the Legislature must vote, and referrals must pass by two-thirds of each house member to refer a statute or constitutional amendment for a popular vote. Such referrals cannot be vetoed by the governor. According to the Elections Division of the Idaho Secretary of State, there are no currently proposed Legislative referrals.

THE INITIATIVE PROCESS

Article I, Section 3 of the Idaho Constitution states the people of the State have reserved the power of initiative and referendum, pursuant to which measures to enact or repeal laws can be placed on the statewide general election ballot in even-numbered years for consideration by the voters. The initiative and referendum powers relate only to laws; the Idaho Supreme Court has ruled the Idaho Constitution cannot be amended by initiative or referendum.

In 1997, the Idaho Legislature enacted significant procedural pre-requisites including signature distribution requirements, to qualify an initiative or referendum measure for submittal to the electors. Any person may file a proposed measure with the signatures of 20 qualified electors of the State with the Idaho Secretary of State’s office. The Idaho Attorney General is required by law to review and make recommendations (if any) on the petition to the petitioner before issuing a certificate of review to the Secretary of State. The petitioner then, within 15 working days, files the measure with the Secretary of State for assignment of a ballot title and submittal to the Attorney General. The Attorney General, within 10 working days thereafter, must provide a ballot title for the measure. Any elector that submitted written comments who is dissatisfied with the ballot title certified by the Attorney General may petition the Idaho Supreme Court seeking a revision of the certified ballot title.

Once the ballot title has been certified and the form of the petition approved by the Secretary of State, the proponents of the measure will print the petition and, during an 18-month circulation period or until April 30 in an election year, whichever occurs first, may start gathering the petition signatures necessary to place the proposed measure on the ballot.

Prior to 2021, to be placed on a general election ballot, the initiative proponents were to submit, not less than four months prior to the election, to the Secretary of State petitions signed by a number of qualified voters equal to at least 6% of the qualified electors in a majority of the State’s 35 legislative districts, and the total number of signatures must be 6% of the total registered voters of the State, which is approximately 62,000 qualified voters. The 2021 Legislature adopted legislation changing this requirement to provide that petitions must be signed by a number of qualified voters equal to at least 6% of the qualified electors in all and each of the State’s 35 legislative districts. On August 23, 2021, the Idaho Supreme Court struck down that legislation as violative of the Idaho Constitution’s provisions for initiatives and referenda. The effect of the Idaho Supreme Court’s action is State law reverts to requiring signatures of 6% of the qualified electors

in 18 of the States' 35 legislative districts, and 6% of the total registered voters of the State. Proponents of measures are permitted to compensate persons obtaining signatures for the petition, but in such instances the petition must contain a notice of such payment to the elector whose signature is being sought.

Historical Initiative Petitions

According to the Elections Division of the Idaho Secretary of State, there were eight initiative petitions and three referendums that qualified for the ballot between 2006 and 2023.

TAX MATTERS

The Series 2023 Bonds

In the opinion of Skinner Fawcett LLP, Bond Counsel, based upon an analysis of existing laws, regulations, rulings, and court decisions and assuming, among other matters, the accuracy of certain representation and compliance with certain covenants, interest on the Series 2023 Bonds is excluded from gross income for federal income tax purposes under Section 103 of the Internal Revenue Code of 1986 (the "Code") and is exempt from State of Idaho personal income taxes. In the further opinion of Bond Counsel, interest on the Series 2023 Bonds is not a specific preference item for purposes of the federal alternative minimum tax on individuals; however, interest on the Series 2023 Bonds is taken into account in determining annual adjusted financial statement income for the purpose of computing the alternative minimum tax imposed on certain corporations for tax years beginning after December 31, 2022. Bond Counsel expresses no opinion regarding any other tax consequences related to the ownership or disposition of, or the amount, accrual, or receipt of interest on, the Series 2023 Bonds. A complete copy of the proposed form of the opinion of Bond Counsel is set forth in Appendix C hereof.

To the extent the issue price of any maturity of the Series 2023 Bonds is less than the amount to be paid at maturity of such Series 2023 Bonds (excluding amounts stated to be interest and payable at least annually over the term of such Series 2023 Bonds), the difference constitutes "original issue discount," the accrual of which, to the extent properly allocable to each owner thereof, is treated as interest on the Series 2023 Bonds that is excluded from gross income for federal income tax purposes under Section 103 of the Code and State of Idaho personal income taxes. For this purpose, the issue price of a maturity of the Series 2023 Bonds is the first price at which a substantial amount of such maturity of the Series 2023 Bonds is sold to the public (excluding bond houses, brokers, or similar persons or organizations acting in the capacity of underwriters, placement agents, or wholesalers). The original issue discount with respect to any maturity of the Series 2023 Bonds accrues daily over the term to maturity of such Series 2023 Bonds based on a constant interest rate, compounded semiannually, with straight-line interpolations between compounding dates. The accruing original issue discount is added to the adjusted basis of such Series 2023 Bonds to determine taxable gain or loss upon disposition (including sale, redemption, or payment at maturity) of such Series 2023 Bonds. Owners of the Series 2023 Bonds should consult their own tax advisors with respect to the tax consequences of ownership of Series 2023 Bonds with original issue discount, including the treatment of purchasers who do not purchase such Series 2023 Bonds in the original offering to the public at the first price at which a substantial amount of such Series 2023 Bonds is sold to the public, the allowance of a deduction for any loss on a sale or other disposition, and the treatment of accrued original issue discount on such Series 2023 Bonds under the federal alternative minimum tax.

Series 2023 Bonds purchased, whether at original issuance or otherwise, for an amount greater than their principal amount payable at maturity (or, in some cases, at their earlier call date) ("Premium Bonds") will be treated as having amortizable premium. No deduction is allowable for the amortizable premium in the case of obligations, like the Premium Bonds, the interest on which is excluded from gross income for federal income tax purposes. However, a purchaser's basis in a Premium Bond and the amount of tax-exempt interest received by the purchaser will be reduced by the amount of amortizable premium properly allocable to such purchaser. Owners of Premium Bonds should consult their own tax advisors with respect to the proper treatment of amortizable premium in their particular circumstances.

The Code imposes various restrictions, conditions, and requirements relating to the exclusion from gross income for federal income tax purposes of interest on obligations such as the Series 2023 Bonds. The Issuer and the Borrower have made representations related to certain of these requirements and have covenanted to comply with certain restrictions

designed to assure that interest on the Series 2023 Bonds will not be included in federal gross income. Inaccuracy of the representations or failure to comply with the covenants may result in interest on the Series 2023 Bonds being included in gross income for federal income tax purposes, possibly from the date of original issuance of the Series 2023 Bonds. The opinion of Bond Counsel assumes the accuracy of the representations and compliance with the covenants. Bond Counsel has not undertaken to determine or to inform any person whether any action taken or not taken or any event occurring or not occurring after the date of issuance of the Series 2023 Bonds may adversely affect the value of, or the tax status of interest on, the Series 2023 Bonds.

Although Bond Counsel is of the opinion that interest on the Series 2023 Bonds is excluded from gross income for federal income tax purposes and is exempt from State of Idaho personal income taxes, the ownership or disposition of, or the accrual or receipt of interest on, the Series 2023 Bonds may otherwise affect an owner's federal or state tax liability. The nature and extent of these other tax consequences will depend upon the particular tax status of the owner of the Series 2023 Bonds or such owner's other items of income or deduction. Bond Counsel expresses no opinion regarding any such other tax consequences.

Current and future legislative proposals, if enacted into law, clarification of the Code by the Treasury Department or the Internal Revenue Service, or future court decisions may cause interest on the Series 2023 Bonds to be subject, directly or indirectly, in whole or in part, to federal income taxation or otherwise prevent owners of the Series 2023 Bonds from realizing the full current benefit of the tax status of such interest. The introduction or enactment of any such legislative proposals may also affect the market price for or marketability of the Series 2023 Bonds. Prospective purchasers of the Series 2023 Bonds should consult their own tax advisors regarding the potential impact of any pending or proposed federal or state tax legislation, regulations, or litigation, as to which Bond Counsel expresses no opinion.

The opinion of Bond Counsel is based upon current legal authority and represents Bond Counsel's judgment as to the proper treatment of the Series 2023 Bonds for federal income tax purposes. It is not binding on the Internal Revenue Service (the "IRS") or the courts. Further, Bond Counsel cannot give any opinion or assurance as to the future activities of the Issuer or the Borrower. The Issuer and the Borrower have, however, covenanted to comply with the requirements of the Code.

The IRS has an ongoing program of auditing tax-exempt obligations to determine whether, in the view of the IRS, interest on such obligations is includable in the gross income of the owners thereof for federal income tax purposes. Bond Counsel is not obligated to defend the owners, the Issuer, or the Borrower regarding the tax status of the Series 2023 Bonds in the event of such an examination. Under current procedures, parties other than the Issuer and the Borrower and their appointed counsel, such as the owners of the Series 2023 Bonds, would have little, if any right, to participate in the examination process. Moreover, because obtaining judicial review in connection with an examination is difficult, obtaining an independent review of IRS position with which the Issuer and the Borrower legitimately disagree may not be practicable. The selection of the Series 2023 Bonds by the IRS for an examination or an audit of bonds presenting similar tax issues may affect the market price for or the marketability of the Series 2023 Bonds and may cause the Issuer, the Borrower, or the holders of the Series 2023 Bonds to incur significant expense.

State Tax Matters

In the opinion of Bond Counsel, under existing laws, regulations, rulings and judicial decisions, interest on the Series 2023 Bonds is exempt from all taxation and assessments in the State. Purchasers of the Series 2023 Bonds should consult with their tax advisors with respect to the State and local tax consequences of owning the Series 2023 Bonds.

Bank Qualified

The City has designated the Series 2023 Bonds as "qualified tax-exempt obligations" for purposes of Section 265(b)(3) of the Code, as amended, relating to the ability of financial institutions to deduct from income for federal income tax purposes, interest expense allocable to carrying and acquiring tax-exempt obligations.

THE BOND REGISTRAR

The City has appointed Zions Bancorporation, National Association, a national banking association organized under the laws of the United States, to serve as Bond Registrar and Paying Agent (the “Bond Register”) for the Series 2023 Bonds. The Bond Registrar is to carry out those duties assignable to it under the Series Ordinance. The Bond Registrar has not reviewed or participated in the preparation of this Official Statement and does not assume any responsibility for the nature, completeness, contents, or accuracy of the Official Statement.

Furthermore, the Bond Registrar has no oversight responsibility, and is not accountable, for the use or application by the City of any of the Series 2023 Bonds authenticated or delivered pursuant to the Series 2023 Ordinance or for the use or application of the proceeds of such Series 2023 Bonds by the City. The Bond Registrar has not evaluated the risks, benefits, or propriety of any investment in the Series 2023 Bonds and makes no representation, and has reached no conclusions, regarding the value or condition of any assets pledged or assigned as security for the Series 2023 Bonds, or the investment quality of the Series 2023 Bonds, about all of which the Trustee expresses no opinion and expressly disclaims the expertise to evaluate.

LEGAL MATTERS

Opinions of Bond Counsel

Legal matters incident to the authorization, issuance, and sale of the Series 2023 Bonds by the City are subject to the approving legal opinion of Bond Counsel, substantially in the form attached hereto as “Appendix C—Form of Bond Counsel Opinion.” Bond Counsel has reviewed this document only to confirm that the portions of it describing the Series 2023 Bonds and the authority to issue the Series 2023 Bonds, the security for the Series 2023 Bonds and tax matters relative to the Series 2023 Bonds present a fair summary of such matters.

Litigation

To the best of the City’s knowledge there is no litigation pending questioning the validity of the Series 2023 Bonds or the power and authority of the City to issue the Series 2023 Bonds. To the best of the City’s knowledge there is no litigation pending which would materially affect the Revenue of the System or affect the City’s ability to meet debt service requirements on the Series 2023 Bonds.

Laws Relating to Municipal Reorganization

Idaho Code Section 67-3903 permits cities, as taxing districts of the State of Idaho, to file a petition for federal bankruptcy relief, in accordance with Title IX of the United States Bankruptcy Code (the “Bankruptcy Code”). Prior to filing such a petition, the taxing district is required to adopt an Ordinance authorizing the filing. The statute authorizes the taxing district to take any of the following actions to consummate a plan of readjustment pursuant to its bankruptcy proceedings, including cancellation and remission of moneys payable under bonds, warrants or other obligations issued by the City; issuance of refunding bonds on certain conditions, adoption of necessary ordinances, assessment, levy and collection of taxes to enforce collections necessary pursuant to the plan of readjustment, cancellation and reduction of taxes or special assessments for bonds refunded under the plan as a result of reduction in debt service accomplished by such refunding and to take any other actions necessary for accomplishment of the plan. Prior to refunding bonds or levying any taxes or special assessments, the taxing district is required to provide notice and hold a hearing prior to the adoption of the plan for readjustment requiring such actions.

Enforcement of Remedies

The remedies available to the Beneficial Owners of the Series 2023 Bonds in the case of an event of default under the Bond Ordinance are subject to the exercise of judicial discretion under existing constitutional and statutory law and judicial decisions, including specifically the Bankruptcy Code. The opinion of Bond Counsel to be delivered concurrently

with delivery of the Series 2023 Bonds will be qualified as to enforceability of payment of the Series 2023 Bonds by limitations imposed by bankruptcy, insolvency, reorganization, moratorium, and other similar laws affecting creditors' rights generally, by equitable principles and other legal limitations.

CONTINUING DISCLOSURE

Continuing Disclosure Agreement

The City will enter into a Continuing Disclosure Agreement for the benefit of the beneficial owners of the Series 2023 Bonds to send certain information annually and to provide notice of certain events to certain information repositories pursuant to the requirements of Section (b)(5) of Rule 15c2-12 (the "Rule") adopted by the Securities and Exchange Commission (the "Commission") under the Securities Exchange Act of 1934. The proposed form of the Continuing Disclosure Agreement is set forth in "Appendix D—Form of Continuing Disclosure Agreement," attached hereto.

Current Compliance

The City has materially complied with its continuing disclosure undertakings in the last five years. A failure by the City to comply with the Continuing Disclosure Agreement must be reported in accordance with the Rule and must be considered by any broker, dealer, or municipal securities dealer before recommending the purchase or sale of the Series 2023 Bonds in the secondary market. Consequently, such a failure may adversely affect the transferability and liquidity of the Series 2023 Bonds and their market price.

RATING

S&P Global Ratings ("S&P") has assigned its rating of "[__]" to the Series 2023 Bonds. Certain information was supplied by the City to such rating agency to be considered in evaluating the Series 2023 Bonds.

The foregoing ratings express only the views of the rating agency and are not recommendations to buy, sell or hold the Series 2023 Bonds. An explanation of the significance of the rating may be obtained from the rating agency furnishing the rating. There is no assurance such rating will continue for any given period of time or will not be revised downward or withdrawn entirely by the rating agency if, in its judgment, circumstances so warrant. Any downward revision or withdrawal of the rating may have an adverse effect on the market price of the Series 2023 Bonds.

MUNICIPAL ADVISOR

The City has retained Zion Public Finance, Inc., Boise, Idaho, as municipal advisor (the "Municipal Advisor") in connection with the preparation of the City's financing plans and with respect to the authorization and issuance of the Series 2023 Bonds. The Municipal Advisor is not obligated to undertake and has not undertaken to make any independent verification or to assume responsibility for the accuracy, completeness, or fairness of the information contained in this Official Statement. While under contract to the City the Municipal Advisor may not participate in the underwriting of any City debt.

UNDERWRITING

The Series 2023 Bonds are being purchased by Piper Sandler & Co. (the "Underwriter") at an aggregate price of \$xx,xxx,xxx, which represents the principal amount of the Series 2023 Bonds plus a premium of \$[_____] and less an underwriter's discount of \$[_____]. After the initial public offering, the public offering prices may vary from time to time.

The Bond Purchase Contract provides that the Underwriter will purchase all the Series 2023 Bonds if any are purchased, and the obligation of the Underwriter to accept and pay for the Series 2023 Bonds is subject to certain terms and conditions

set forth therein, including the approval by counsel of certain legal matters. After the initial public offering, the public offering prices may vary from time to time.

The Underwriter of the Series 2023 Bonds has entered into a distribution agreement with its affiliate Charles Schwab & Co., Inc. that enables Charles Schwab & Co., Inc. to distribute certain new issue municipal securities underwritten by or allocated to the Underwriter which could include the Series 2023 Bonds. Under the Agreement, the Underwriter will share with Charles Schwab & Co., Inc., a portion of the fee or commission paid to the Underwriter. As part of this arrangement, the Underwriter may distribute securities to Charles Schwab & Co., Inc., which may in turn distribute such securities to investors through the financial advisor network of Charles Schwab & Co., Inc. As part of this arrangement, the Underwriter may compensate Charles Schwab & Co., Inc., as a dealer for their selling efforts with respect to the Series 2023 Bonds.

OTHER BOND INFORMATION

All estimates, assumptions, statistical information, and other statements contained herein, while taken from sources considered reliable, are not guaranteed by the City. So far as any statement herein includes matters of opinion, or estimates of future expenses and income, whether or not expressly so stated, they are intended merely as such and not as representations of fact.

The information contained herein should not be construed as representing all conditions affecting the City or the Series 2023 Bonds. Additional information may be obtained from the City. The statements relating to the Bond Ordinance are in summarized form, and in all respects are subject to and qualified in their entirety by express reference to the provisions of such document in its complete form.

The agreements of the City are set forth in such documents, and the information assembled herein to be construed as a contract with Owners of the Series 2023 Bonds. Information with respect to the City set forth in this Official Statement has been supplied by the City, and the Underwriter has relied on the City with respect to the accuracy and sufficiency of such information.

At the time of delivery of the Series 2023 Bonds, one or more officials of the City will furnish a certificate stating that to the best of his or her knowledge, this Official Statement, as of its date and as of the date of delivery of the Series 2023 Bonds does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements contained herein, in light of the circumstances under which they were made, misleading.

Statements in this Official Statement, including matters of opinion, whether or not expressly so stated, are intended as such and not as representation of fact. This Official Statement is not to be construed as a contract or agreement between the City and the purchasers of the Series 2023 Bonds. The preparation and distribution of this Official Statement has been authorized by the City.

THE CITY OF KETCHUM, BLAINE COUNTY, IDAHO

By: _____
Jade Riley, City Administrator

Appendix A

Annual Comprehensive Financial Report, for Fiscal Year Ended September 30, 2022

Appendix B

Master Ordinance and Series 2023 Ordinance

Appendix C

Form of Opinion of Bond Counsel

Appendix D

Form of Continuing Disclosure Agreement

Appendix E

Book-Entry Only System

THE DEPOSITORY TRUST COMPANY

SAMPLE OFFERING DOCUMENT LANGUAGE

DESCRIBING BOOK-ENTRY-ONLY ISSUANCE

(Prepared by DTC--bracketed material may apply only to certain issues)

1. The Depository Trust Company (“DTC”), New York, NY, will act as securities depository for the securities (the “Securities”). The Securities will be issued as fully-registered securities registered in the name of Cede & Co. (DTC’s partnership nominee) or such other name as may be requested by an authorized representative of DTC. One fully-registered Security certificate will be issued for [each issue of] the Securities, [each] in the aggregate principal amount of such issue, and will be deposited with DTC. [If, however, the aggregate principal amount of [any] issue exceeds \$500 million, one certificate will be issued with respect to each \$500 million of principal amount and an additional certificate will be issued with respect to any remaining principal amount of such issue.]

2. DTC, the world’s largest depository, is a limited-purpose trust company organized under the New York Banking Law, a “banking organization” within the meaning of the New York Banking Law, a member of the Federal Reserve System, a “clearing corporation” within the meaning of the New York Uniform Commercial Code, and a “clearing agency” registered pursuant to the provisions of Section 17A of the Securities Exchange Act of 1934. DTC holds and provides asset servicing for over 2.2 million issues of U.S. and non-U.S. equity, corporate and municipal debt issues, and money market instrument from over 100 countries that DTC’s participants (“Direct Participants”) deposit with DTC. DTC also facilitates the post-trade settlement among Direct Participants of sales and other securities transactions in deposited securities through electronic computerized book-entry transfers and pledges between Direct Participants’ accounts. This eliminates the need for physical movement of securities certificates. Direct Participants include both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, clearing corporations, and certain other organizations. DTC is a wholly-owned subsidiary of The Depository Trust & Clearing Corporation (“DTCC”). DTCC, in turn, is owned by a number of Direct Participants of DTC and Members of the National Securities Clearing Corporation, Fixed Income Clearing Corporation, and Emerging Markets Clearing Corporation (NSCC, FICC, and EMCC, also subsidiaries of DTCC), as well as by the New York Stock Exchange, Inc., the American Stock Exchange LLC, and the National Association of Securities Dealers, Inc. Access to the DTC system is also available to others such as both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, and clearing corporations that clear through or maintain a custodial relationship with a Direct Participant, either directly or indirectly (“Indirect Participants”). DTC is rated AA+ by Standard & Poor’s. The DTC Rules applicable to its Participants are on file with the Securities and Exchange Commission. More information about DTC can be found at www.dtcc.com.

3. Purchases of Securities under the DTC system must be made by or through Direct Participants, which will receive a credit for the Securities on DTC’s records. The ownership interest of each actual purchaser of each Security (“Beneficial Owner”) is in turn to be recorded on the Direct and Indirect Participants’ records. Beneficial Owners will not receive written confirmation from DTC of their purchase. Beneficial Owners are, however, expected to receive written confirmations providing details of the transaction, as well as periodic statements of their holdings, from the Direct or Indirect Participant through which the Beneficial Owner entered into the transaction. Transfers of ownership interests in the Securities are to be accomplished by entries made on the books of Direct and Indirect Participants acting on behalf of Beneficial Owners. Beneficial Owners will not

receive certificates representing their ownership interests in Securities, except in the event that use of the book-entry system for the Securities is discontinued.

4. To facilitate subsequent transfers, all Securities deposited by Direct Participants with DTC are registered in the name of DTC's partnership nominee, Cede & Co. or such other name as may be requested by an authorized representative of DTC. The deposit of Securities with DTC and their registration in the name of Cede & Co. or such other nominee do not affect any change in beneficial ownership. DTC has no knowledge of the actual Beneficial Owners of the Securities; DTC's records reflect only the identity of the Direct Participants to whose accounts such Securities are credited, which may or may not be the Beneficial Owners. The Direct and Indirect Participants will remain responsible for keeping account of their holdings on behalf of their customers.

5. Conveyance of notices and other communications by DTC to Direct Participants, by Direct Participants to Indirect Participants, and by Direct Participants and Indirect Participants to Beneficial Owners will be governed by arrangements among them, subject to any statutory or regulatory requirements as may be in effect from time to time. [Beneficial Owners of Securities may wish to take certain steps to augment transmission to them of notices of significant events with respect to the Securities, such as redemptions, tenders, defaults, and proposed amendments to the security documents. For example, Beneficial Owners of Securities may wish to ascertain that the nominee holding the Securities for their benefit has agreed to obtain and transmit notices to Beneficial Owners, in the alternative, Beneficial Owners may wish to provide their names and addresses to the registrar and request that copies of the notices be provided directly to them.]

[6. Redemption notices shall be sent to DTC. If less than all of the Securities within an issue are being redeemed, DTC's practice is to determine by lot the amount of the interest of each Direct Participant in such issue to be redeemed.]

7. Neither DTC nor Cede & Co. (nor such other DTC nominee) will consent or vote with respect to the Securities unless authorized by a Direct Participant in accordance with DTC's Procedures. Under its usual procedures, DTC mails an Omnibus Proxy to The City as soon as possible after the record date. The Omnibus Proxy assigns Cede & Co.'s consenting or voting rights to those Direct Participants to whose accounts the Securities are credited on the record date (identified in a listing attached to the Omnibus Proxy).

8. Redemption proceeds, distributions, and dividend payments on the Securities will be made to Cede & Co., or such other nominee as may be requested by an authorized representative of DTC. DTC's practice is to credit Direct Participants' accounts, upon DTC's receipt of funds and corresponding detail information from The City or Agent on payable date in accordance with their respective holdings shown on DTC's records. Payments by Participants to Beneficial Owners will be governed by standing instructions and customary practices, as is the case with securities held for the accounts of customers in bearer form or registered in "street name," and will be the responsibility of such Participant and not of DTC[nor its nominee], Agent, or The City, subject to any statutory or regulatory requirements as may be in effect from time to time. Payment of redemption proceeds, distributions, and dividend payments to Cede & Co. (or such other nominee as may be requested by an authorized representative of DTC) is the responsibility of The City or Agent, disbursement of such payments to Direct Participants will be the responsibility of DTC, and disbursement of such payments to the Beneficial Owners will be the responsibility of Direct and Indirect Participants.

[9. A Beneficial Owner shall give notice to elect to have its Securities purchased or tendered, through its Participant, to [Tender/Remarketing] Agent, and shall effect delivery of such Securities by causing the Direct Participant to transfer the Participant's interest in the Securities, on DTC's records, to [Tender/Remarketing] Agent. The requirement for physical delivery of Securities in connection with an optional tender or a mandatory purchase will be deemed satisfied when the ownership rights in the Securities are transferred by Direct Participants on DTC's records and followed by a book-entry credit of tendered Securities to [Tender/Remarketing] Agent's DTC account.]

10. DTC may discontinue providing its services as securities depository with respect to the Securities at any time by giving reasonable notice to The City or Agent. Under such circumstances, in the event that a successor securities depository is not obtained, Security certificates are required to be printed and delivered.

11. The City may decide to discontinue use of the system of book-entry-only transfers through DTC (or a successor securities depository). In that event, Security certificates will be printed and delivered to DTC.

12. The information in this section concerning DTC and DTC's book-entry system has been obtained from sources that The City believes to be reliable, but The City takes no responsibility for the accuracy thereof.

CONTINUING DISCLOSURE AGREEMENT

City of Ketchum, Idaho
\$ _____ Wastewater Revenue Bonds, Series 2023

THIS CONTINUING DISCLOSURE AGREEMENT (the “Agreement”) is executed and delivered by the City of Boise City, Idaho (the “Issuer”) and Zions Bancorporation, National Association (the “Disclosure Agent”) in connection with the issuance \$ _____ Wastewater Revenue Bonds, Series 2023 (the “Series 2023 Bonds”) being issued pursuant to Ordinance No. 23-1247, adopted by the City on March 27, 2023 (the “Master Ordinance”) and Ordinance No. 23-1248, adopted by the City on March 27, 2023 (the “Series Ordinance” and together with the Master Ordinance, collectively, the “Bond Ordinance”). The Agreement is executed and delivered as of the date set forth below in order for the Issuer to authorize and direct the Disclosure Agent, as the agent of the Issuer, to make certain information available to the public in compliance with Section (b)(5)(i) of Rule 15c2-12, as hereinafter defined.

WITNESSETH:

1. **Background.** The CUSIP number assigned to the final maturity of the Series 2023 Bonds is [_____].

2. **Appointment of Disclosure Agent.** The Issuer hereby appoints the Disclosure Agent and any successor Disclosure Agent acting as such under this Agreement to disseminate the financial information and notices furnished by the Issuer hereunder in the manner and at the times as herein provided and to discharge the other duties assigned.

3. **Annual Reports of the Issuer.**

a. **Provisions of Annual Reports.** The Issuer agrees, in accordance with the provisions of Rule 15c2-12, to provide or cause to be provided through the Repository, not later than 210 days following the close of each fiscal year of the Issuer (October 1 - September 30) for all fiscal years beginning with the fiscal year ending September 30, 2023, the annual financial information and operating data (the “Annual Report”) described in Section 3b herein. The Issuer further agrees, in accordance with the Rule 15c2-12, to provide or cause to be provided in a timely manner through the Repository notice of any failure to provide or cause to be provided the Annual Report or any part thereof, as described in this paragraph.

b. **Contents of Annual Report.** The Annual Report shall include the audited financial statements of the Issuer prepared in accordance with generally-accepted accounting principles, together with the report thereon of the Issuer’s independent auditors, beginning with the Fiscal Year ending September 30, 2023. If audited financial statements are not available by the time specified herein, unaudited financial statements will be provided and audited financial statements will be provided when, and if, available. The Issuer shall include with each submission a written representation addressed to the Disclosure Agent to the effect that the financial statements are the financial statements required by this Agreement and that they comply with the applicable requirements of this Agreement. For the purposes of determining whether information received from the Issuer is the required financial statements, the Disclosure Agent shall be entitled conclusively to rely on the Issuer’s written representation made pursuant to this Section.

The Annual Report shall also include the other financial, statistical, and operating data for said fiscal year of the Issuer in the form and scope similar to the financial, statistical, and operating data contained in the Official Statement, specifically the tables and/or information contained under the following headings and subheadings of the Official Statement:

1. Table titled “Long-Term Indebtedness” in the Section titled “Outstanding Long-Term Debt” in the Official Statement.
2. Table titled “Ten Largest Facility Customers” in the Section titled “Service Area” in the Official Statement.
3. Table titled “Net Revenues and Debt Service Coverage Summary – Wastewater Fund” in the Section titled “Financial Reports” in the Official Statement.
4. Table titled “Wastewater Fund – Statement of Revenues, Expenditures and Changes in Fund Net Position,” in the Section titled “Financial Reports” in the Official Statement.
5. Table titled “Water Renewal Fund – Statement of Net Position” in the Section titled “Financial Reports” in the Official Statement.

Inclusion of the tables listed in 4 and 5 above will be satisfied by submission of the City’s audited financial statements so long as the audited financial statements contain full reports of the Wastewater Fund, and so long as the other financial, statistical and operating data indicates the tables listed in 4 and 5 above are satisfied by the City’s audited financial statements. If such information is ever removed from the audited financial statements, the City shall create and update the tables as presented in the Official Statement and provide them in accordance with the terms hereof.

Notwithstanding, any or all the items listed above in this Section 3b may be incorporated by reference from other documents, including official statements of debt issues of the Issuer which have been previously submitted to the Repository or the SEC. If the document incorporated by reference is a final official statement, it must be available from the MSRB. The Issuer shall clearly identify each such document incorporated by reference.

4. Notice of Certain Events. The Issuer agrees, in accordance with the provisions of the Rule 15c2-12, to provide or cause to be provided through the Repository, in a timely manner not in excess of ten business days after the occurrence of the event, notice of any of the following events with respect to the Series 2023 Bonds:

- (1) Principal and interest payment delinquencies;
- (2) Nonpayment-related defaults, if material;
- (3) Unscheduled draws on debt service reserves reflecting financial difficulties;
- (4) Unscheduled draws on credit enhancements reflecting financial difficulties;
- (5) Substitution of credit or liquidity providers, or their failure to perform;
- (6) Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-

TEB) or other material notices or determinations with respect to the tax status of the security, or other material events affecting the tax status of the security;

- (7) Modifications to rights of security holders, if material;
- (8) Bond calls, if material, and tender offers;
- (9) Defeasances;
- (10) Release, substitution or sale of property securing repayment of the securities, if material;
- (11) Rating changes;
- (12) Bankruptcy, insolvency, receivership or similar event of the obligated person¹;
- (13) The consummation of a merger, consolidation, or acquisition involving an obligated person or the sale of all or substantially all of the assets of the obligated person, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material;
- (14) Appointment of a successor or additional trustee or the change of name of a trustee, if material; and
- (15) Incurrence of a Financial Obligation of the obligated person, if material; or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a Financial Obligation of the obligated person, any of which affect securities holders, if material; and
- (16) Default, event of acceleration, termination event, modification of terms or other similar events under the terms of a Financial Obligation of the obligated person, any of which reflect financial difficulties.

The Disclosure Agent shall attempt to promptly advise the Issuer whenever, in the course of performing its duties under this Agreement, the Disclosure Agent identifies an occurrence which would require the Issuer to provide a notice of the occurrence of any of the events listed in this Section 4; provided that the failure of the Disclosure Agent so to advise the Issuer of such

¹ For the purposes of the event identified in paragraph (12) above, the event is considered to occur when any of the following occur: The appointment of a receiver, fiscal agent or similar officer for an obligated person in a proceeding under the U.S. Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of an obligated person, or if such jurisdiction has been assumed by leaving the existing governing body and officials or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of an obligated person.

occurrence shall not constitute a breach by the Disclosure Agent of any of its duties and responsibilities hereunder.

5. Manner and Time by Which Information is to be made Public by the Disclosure Agent. The information required to be provided by the Issuer pursuant to Section 3 hereof shall be referred to as the Continuing Disclosure Information (the “Continuing Disclosure Information”), and the notices required to be provided by the Issuer pursuant to Section 4 hereof shall be referred to as the Event Information (the “Event Information”).

After the receipt of any Continuing Disclosure Information or any Event Information from the Issuer, the Disclosure Agent will deliver the information as provided in this Section 5.

a. Manner and Time of Delivery. It shall be the Disclosure Agent’s duty:

(1) to deliver the Continuing Disclosure Information to the Repository once it is received from the Issuer not later than five (5) days after receipt thereof;

(2) to deliver the Event Information to the Repository as soon as possible following receipt from the Issuer, but in no event later than the next business day;

(3) to determine the identity and address of the Repository to which Continuing Disclosure Information and Event Information must be sent under rules and regulations promulgated by the MSRB or by the SEC.

The Issuer shall deliver Continuing Disclosure Information and Event Information to the Disclosure Agent in a timely manner so that the Disclosure Agent can deliver such information to the Repository.

b. Limitation of Disclosure Agent’s Duty. The Disclosure Agent shall have no duty or obligation to disclose to the Repository any information other than (i) Continuing Disclosure Information that the Disclosure Agent has received from the Issuer and (ii) Event Information about which the Disclosure Agent has received notice from the Issuer. Any such disclosures shall be required to be made only as and when specified in this Agreement. The Disclosure Agent’s duties and obligations are only those specifically set forth in this Agreement, and the Disclosure Agent shall have no implied duties or obligations.

c. Form of Disclosure. All Continuing Disclosure Information and Event Information, or other financial information and notices pursuant to this Agreement are to be provided to the Repository in electronic PDF format (word-searchable) as prescribed by the MSRB. All documents provided to the MSRB pursuant to this Agreement must be accompanied by identifying information as prescribed by the MSRB, which the Issuer shall provide to the Disclosure Agent in a timely manner.

6. Indemnification. The Disclosure Agent shall have no obligation to examine or review the Continuing Disclosure Information and shall have no liability or responsibility for the compliance of this Agreement with Rule 15c2-12 or the accurateness or completeness of the Continuing Disclosure Information disseminated by the Disclosure Agent hereunder. The Continuing Disclosure Information shall contain a legend to such effect.

To the extent permitted by law, the Issuer hereby agrees to hold harmless and to indemnify the Disclosure Agent, its employees, officers, directors, agents and attorneys from and against any and all claims, damages, losses, liabilities, reasonable costs and expenses whatsoever (including attorneys’ fees and expenses, whether incurred before trial, at trial, or on appeal, or in any CONTINUING DISCLOSURE AGREEMENT – 4

bankruptcy or arbitration proceedings), which may be incurred by the Disclosure Agent by reason of or in connection with the disclosure of information in accordance with this Agreement, except to the extent such claims, damages, losses, liabilities, costs or expenses result directly from the willful or negligent conduct of the Disclosure Agent in the performance of its duties under this Agreement.

7. **Compensation.** The Issuer hereby agrees to compensate the Disclosure Agent for the services provided and the expenses incurred pursuant to this Agreement in an amount to be agreed upon from time to time hereunder. Such compensation shall be in addition to any fees previously agreed upon with respect to the fiduciary services of the Disclosure Agent in its capacity as Bond Registrar under the Ordinance.

8. **Enforcement.** The obligations of the Issuer under this Agreement shall be for the benefit of the registered and beneficial holders of the Series 2023 Bonds. Any holder of the Series 2023 Bonds then outstanding, including any Beneficial Owner (as defined in the Master Ordinance) of the Series 2023 Bonds, may enforce specific performance of such obligations by any judicial proceeding available. However, any failure by the Issuer to perform in accordance with this Agreement shall not constitute a default under the Ordinance. Neither the Issuer nor the Disclosure Agent shall have any power or duty to enforce this Agreement.

This Agreement shall inure solely to the benefit of the Issuer, the Disclosure Agent and the holders and beneficial owners from time to time of the Series 2023 Bonds and shall create no rights in any other person or entity.

9. **Definitions.** As used herein, the following terms shall have the following meanings: “MSRB” shall mean the Municipal Securities Rulemaking Board.

“Financial Obligation” means a (a) debt obligation; (b) derivative instrument entered into in connection with, or pledged as security or a source of payment for, an existing or planned debt obligation; or (c) guarantee of (a) or (b); provided that “financial obligation” shall not include municipal securities as to which a final official statement (as defined in Rule 15c2-12) has been provided to the MSRB consistent with Rule 15c2-12.

“Official Statement” shall mean the final Official Statement relating to the Series 2023 Bonds dated _____, 2023.

“Obligated person” as defined in Rule 15c2-12 shall mean any person, including an issuer of municipal securities, who is either generally or through an enterprise, fund, or account of such person committed by contract or other arrangement to support payment of all, or part of the obligations on the municipal securities to be sold in the offering (other than providers of municipal bond insurance, letters of credit, or other liquidity facilities).

“Repository” shall mean the MSRB through its Electronic Municipal Market Access system (“EMMA”) at <http://emma.msrb.org>, or such other nationally recognized municipal securities information repository recognized by the SEC from time to time pursuant to Rule 15c2-12.

“Rule 15c2-12” shall mean Rule 15c2-12, as amended, promulgated by the SEC under the Securities Exchange Act of 1934, as amended.

“SEC” shall mean the Securities and Exchange Commission.

9. **Amendments and Termination.** This Agreement may be amended with the mutual agreement of the Issuer and the Disclosure Agent and without the consent of any registered or beneficial holders of the Series 2023 Bonds under the following conditions:

- a. the amendment is made in connection with a change in circumstances that arises from a change in legal requirements, change in law, or change in the identity, nature, or status of the obligated person or type of business conducted;
- b. this Agreement, as amended, would have complied with the requirements of Rule 15c2-12 at the time of the primary offering, after taking into account any amendments or interpretations of Rule 15c2-12, as well as any change in circumstances; and
- c. the amendment does not materially impair the interests of holders of the Series 2023 Bonds, as determined by parties unaffiliated with the Issuer (such as nationally recognized bond counsel) or by approving vote of bondholders pursuant to the terms of the Series Ordinance at the time of the amendment.

Any party to this Agreement may terminate this Agreement by giving written notice of an intent to terminate to the other parties at least thirty (30) days prior to such termination, provided that no such termination shall relieve the obligation of the Issuer to comply with Rule 15c2-12(b)(5) either through a successor agent or otherwise.

The Issuer's next annual financial report must explain, in narrative form, the reasons for any such amendment or termination of the Agreement contained in this Agreement and the impact, as applicable, of any change in the type of operating data or financial information being provided or, in the case of accounting principles, the presentation of such operating data or financial information.

This Agreement shall be in effect from and after the issuance and delivery of the Series 2023 Bonds and shall extend to the earlier of (i) the date all principal and interest on the Series 2023 Bonds shall have been paid pursuant to the terms of the Ordinance; (ii) the date that the Issuer shall no longer constitute an "obligated person" within the meaning of Rule 15c2-12; or (iii) the date on which those portions of Rule 15c2-12 that require this written Agreement (a) are held to be invalid by a court of competent jurisdiction in a nonappealable action, (b) have been repealed retroactively, or (c) in the opinion of counsel who is an expert in federal securities laws, acceptable to the Issuer or the Disclosure Agent, otherwise, do not apply to the Series 2023 Bonds. The Issuer shall notify the Repository if this Agreement is terminated pursuant to (iii), above.

11. Successor Disclosure Agent. Upon the transfer of the duties from the current Disclosure Agent to a successor Disclosure Agent, such successor Disclosure Agent shall succeed to the duties under this Agreement without any further action on the part of any party, and the then current Disclosure Agent shall have no further duties or obligations upon the transfer to a successor Disclosure Agent. Such Successor Disclosure Agent may terminate this Agreement or cause it to be amended as provided in Section 10 hereof.

12. Additional Information. Nothing in this Agreement shall be deemed to prevent the Issuer from disseminating (or cause the Disclosure Agent to disseminate) any other information, using the means of dissemination set forth in this Agreement or any other means of communication, or including any other information in any Continuing Disclosure Information or notice of the occurrence of any Event Information, in addition to that which is required by this Agreement. If the Issuer chooses to include any information in any Continuing Disclosure Information or Event Information in addition to that which is specifically required by this Agreement, the Issuer shall have no obligation under this Agreement to update such information or include it in any future Continuing Disclosure Information or notice of occurrence of any Event Information.

If the Issuer provides to the Disclosure Agent information relating to the Issuer or the Series 2023 Bonds, which information is not designated as Event Information, and directs the Disclosure

CONTINUING DISCLOSURE AGREEMENT – 6

Agent to provide such information to the Repository, the Disclosure Agent shall provide such information in a timely manner to the Repository.

13. Notices. Notices and the required information under this Agreement shall be given to the parties at their addresses set forth below under their signatures or at such places as the parties to this Agreement may designate from time to time.

14. Counterparts. This Agreement may be executed in one or more counterparts, and each such instrument shall constitute an original counterpart of this Agreement.

15. Governing Law. This Agreement shall be governed by the laws of the State of Idaho and Rule 15c2-12.

16. Certification of Compliance with Anti-Boycott Against Israel Act. The Disclosure Agent, by acceptance of this Agreement, certifies, pursuant to Section 67-2346, Idaho Code, that the Disclosure Agent, including any wholly owned subsidiaries, majority-owned subsidiaries, parent companies or affiliates of the Disclosure Agent is not currently engaged in, and will not for the duration of this Agreement, engage in, a boycott of goods or services from Israel or territories under its control.

[Signatures on following page.]

IN WITNESS WHEREOF, the Issuer and the Disclosure Agent have caused this Agreement to be executed and delivered by a duly authorized officer of each of them, all as of this _____th day of _____, 2023.

ISSUER: **CITY OF KETCHUM, BLAINE COUNTY, IDAHO**

By: _____
JADE RILEY
City Administrator

Notice Address:
191 5th Street West (PO Box 2315)
Ketchum, ID 83340
Attn: Shellie Rubel, City Treasurer

DISCLOSURE AGENT: **ZIONS BANCORPORATION, NATIONAL ASSOCIATION**

By: _____
Authorized Officer, Zions Bank Division

Notice Address:
Zions Bancorporation, National Association
Corporate Trust
800 W. Main Street, Ste 700
Boise, ID 83702
Attention: Joe Dailey, Assistant Vice President



City of Ketchum

CITY COUNCIL MEETING AGENDA MEMO

Meeting Date: March 27, 2023 Staff Member/Dept: Morgan Landers, AICP – Director of Planning and Building

Agenda Item: Recommendation to review, hold a public hearing, and approve the Second Amendment to Amended and Restated Development Agreement for the Appellation Hotel (formerly Harriman Hotel) located at 300 E River Street.

Recommended Motion:

I move to approve, and authorize the mayor to sign, the Second Amendment to the Amended and Restated Development Agreement #22838 between the City of Ketchum and Harriman Ketchum Hotel, LLC.

Reasons for Recommendation:

- The City entered into Settlement Agreement in June 2022 with Harriman Ketchum Hotel, LLC which reinstated certain entitlements for development of 300 E River Street and outlined the terms and conditions of the development moving forward.
- Per the conditions of the Settlement Agreement, as anticipated, the owner of the property submitted a design review amendment and development agreement amendment for a revised hotel project at 300 E River Street in.
- The Planning and Zoning Commission reviewed the design review amendment and development agreement amendment over a series of public hearings between December 2022 and January 2023.
- The Planning and Zoning Commission approved the design review application and made a recommendation for approval of the development agreement at their February 14, 2023, meeting.

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

The Settlement Agreement entered into between the City of Ketchum and Harriman Ketchum Hotel, LLC on June 23, 2022, reinstated the Amended and Restated Development Agreement dated October 15, 2015 and other associated entitlements such as design review approval. Section 2 of the Settlement Agreement outlines that “Any revised plans will require applications to the City Planning and Zoning Commission for any proposed changes”. The applicant applied to amend the design review approval and development agreement for consideration by the Planning and Zoning Commission. The amendment requests were reviewed concurrently during multiple meetings in December 2022 and January 2023. On February 14, 2023 the Planning and Zoning Commission approved the design review amendment and recommended approval of the development agreement with some requested clarifications.

Attachment 1 is the Second Amendment to the Amended and Restated Development Agreement. The agreement incorporates critical performance indicators from the settlement agreement, all requested changes from staff, and recommended clarifications from the Planning and Zoning Commission. The applicant is in support of the proposed agreement as presented.

In general, the agreement addresses the following:

- Revisions to Section 2 to reflect the scope of the amended design review approval, update references to project specifics, remove redundancies, and clarify fee credits agreed to in the Settlement Agreement.
- Revisions to Section 3 to reflect the amended design review approved project and clarify the parameters and expectations of the condominium rental program.
- Revisions to Section 7 to reflect the construction and completion schedule agree to in the Settlement Agreement
- Revisions to Section 12 to update the employee housing plan based on the construction of employee housing units at the 1st and 4th Mixed Use development in Ketchum
- Revisions to Section 13 to clearly outline the process and timing for submittal of preliminary and final condominium plat reviews and approvals
- Additions of Sections 21-23 to incorporate performance requirements agreed to in the Settlement Agreement

Sustainability Impact:

The project is required to meet all sustainability commitments documented in the PUD/CUP approval from 2008. Additionally, the residential condominium portions of the project will need to meet the city's green building requirements. Finally, the project as a whole must meet the requirements of the 2018 International Energy Conservation Code as adopted by the city.

Financial Impact:

None OR Adequate funds exist in account:	The Settlement Agreement negotiated certain fee credits for payments made in 2016 that will be applied at the time of building permit application.
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Attachments:

1. Second Amendment to Amended and Restated Development Agreement #22838 with exhibits

RECORDING REQUESTED BY AND
WHEN RECORDED RETURN TO:

(SPACE ABOVE LINE FOR RECORDER'S USE)

**SECOND AMENDMENT TO AMENDED AND RESTATED DEVELOPMENT
AGREEMENT #22838**

THIS SECOND AMENDMENT TO AMENDED AND RESTATED DEVELOPMENT AGREEMENT (“**Second Amendment**”) is dated for reference purposes this _____ day of _____, 2023, by and between the CITY OF KETCHUM, IDAHO, a municipal corporation (“**Ketchum**” or “**City**”) and HARRIMAN KETCHUM HOTEL, LLC, an Idaho limited liability company (“**Owner**”, and together with the City, the “**Parties**”).

RECITALS

A. Ketchum is a municipal corporation possessing all powers granted to municipalities under the applicable provisions of the Idaho Code, including the power to grant conditional use permits, approve planned unit developments, subdivide real property and the power to contract.

B. Owner owns the real property situated in the State of Idaho, County of Blaine, commonly known as 300 River Street East, Ketchum, Idaho and more particularly described as Lot 2, Block 83 of the City of Ketchum, according to the plat thereof on file in the office of the County Recorder of Blaine County, Idaho under Instrument No. 210798 (“**Property**”).

C. Owner’s predecessor in interest to the Property (“**Original Owner**”) entered into an Amended and Restated Development Agreement, dated October 5, 2015 (“**Development Agreement**”) and recorded in the records of Blaine County, Idaho as Instrument No. 630816, as corrected and amended by Instruments recorded as Nos. 635897 and 652281, respectively under and by virtue of which Ketchum issued a Planned Unit Development Conditional Use Permit (“**CUP**”) to develop and operate a Hotel on the Property (“**Project**”) and a building permit to construct certain Project improvements (“**Building Permit**” and together with the Development Agreement, CUP, Design Review, and Encroachment Agreement, the “**Entitlements**”).

D. As an incident of the Project Original Owner and City entered into an agreement providing for reclamation of the Property in the event the Project did not proceed which agreement included a bond bearing number 2416447 issued in the amount of \$452,928 issued by Great American Insurance Company (“**Bond**”).

E. A dispute arose between Ketchum and the Original Owner regarding performance of obligations under the Development Agreement resulting in Ketchum declaring a breach of the Development Agreement, purporting to revoke all of the Entitlements and making a claim against the Bond. The Original Owner disputed Ketchum's claims and asserted breach of contract and tort claims against Ketchum.

F. Ketchum and the Original Owner entered into a Settlement Agreement dated June 24, 2022, and recorded in the records of Blaine County, Idaho as Instrument No. 694658 under and by virtue of which the parties settled their dispute and released all claims and Ketchum reinstated the Development Agreement and Entitlements, and released and terminated the Bond. The Settlement Agreement provides replacement alternatives to the Bond for securing restoration of the Property as may be required.

G. Owner has applied to change certain aspects of the Project including the square footage and layout of certain uses internal to the building, the number and size of the condominium units, addition of lock-offs to the condominium units, and adjustments to the proposed right-of-way improvements. The Project proposed, as shown in the project plans dated February 7, 2023, consists of 73 hotel rooms and 12 condominium units, 6 of which have lock-offs, and associated hotel uses as outlined in Exhibit A of the Design Review Findings of Fact, Conclusions of Law, and Decision dated February 14, 2023.

H. Ketchum received a Design Review application from Owner to amend Design Review application (File No. 08-007) reinstated per the terms of the Settlement Agreement. Said amendment was reviewed, considered, and approved by the Planning and Zoning Commission on February 14, 2023.

I. Owner and Ketchum desire to amend and supplement the Development Agreement as provided in this Second Amendment to ensure the Project complies with all applicable conditions of approval contained in the Entitlements and that the Second Amendment reflects the Project as currently proposed. For absence of doubt, Owner and Ketchum acknowledge that this Second Amendment is not intended in any way to undermine, change or limit the reinstatement of the Entitlements that the Parties agreed to and approved in the Settlement Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants, promises, agreements, terms and conditions set forth herein, the Parties agree to amend and supplement the Agreement 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. Section 2 (Incorporation of Related Agreements, Approvals, Plans, Permits and other documents) is deleted and the following substituted therefore:

The following agreements, approvals, plans, permits and other documents are hereby incorporated into and made an integral part of this Agreement by reference as if stated herein in full:

- PUD CUP Findings of Fact, Conclusions of Law and Decision, including all conditions of approval, dated November 17, 2008, or as amended from time to time. Conditions of approval are excerpted in Exhibit A.
- PUD CUP No. 08-007 dated November 17, 2008, or as amended from time to time.
- PUD Development Plans referenced in the PUD CUP Findings of Fact, Conclusions of Law and Decision, or as amended from time to time.
- Design Review Findings of Fact, Conclusions of Law and Decision, including all conditions of approval, dated February 14, 2023, or as amended from time to time.
- Site Plan Sheet L3.0 dated February 7, 2023, showing both on-site and off-site improvements, which off-site improvements may be amended to meet final right-of-way improvement design approvals, or as amended from time to time.

Any material failure to comply with the terms and conditions of any of the above-referenced agreements, approvals, plans, permits and other documents after written notice and opportunity to cure, shall constitute a breach of this Agreement.

In the event of any inconsistency between the terms and conditions of this Second Amendment and the agreements, approvals, plans, permits and other documents listed above, the terms and conditions of this Second Amendment, shall govern.

Except as provided otherwise in this Second Amendment, 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 Effective Date of the Development Agreement. Any amendments or additions made during the term of this Second Amendment to City policies, procedures, guidelines, ordinances, codes or regulations shall not apply to or affect the conditions of development of the Project; provided, however, the following are exempt from vesting under this Second Amendment:

- i) plan review fees and inspection fees (to the extent not previously paid by Owner);
- ii) amendments to building, plumbing, fire and other construction codes;
- iii) City enactments that are adopted pursuant to State or federal mandates that preempt the City's authority to vest regulations.

Owner may request to be bound by future amendments to the Ketchum Municipal Code, or other regulations, policies or guidelines affecting development, and such request may be approved administratively provided no new land use not allowed under this Second Amendment and no increase in total square footage of structures to be developed is proposed. In all other instances, the request to be bound by future amendment(s) shall be approved by the Council in the form of an amendment to this Second Amendment.

Any application for a building permit submitted by Owner shall substantially comply with the requirements of the above-referenced applicable codes, agreements, approvals, plans, permits and other documents as such requirements exist on the day the building permit application is submitted. A complete Building Permit Application showing compliance with all adopted codes referenced in Title 15 of the Ketchum Municipal Code and applicable fees (net of previously paid fees, as described below) shall be submitted to the City.

If a building permit application contains material deviations from the above-referenced applicable codes, agreements, approvals, plans, permits and other documents an amendment to this Second Amendment must be applied for by Owner and considered by the City Council. If such amendment is approved by City Council, one or more approvals referenced in Section 2 may be subject to amendment. A new or amended building permit may be required to reflect the changes made to the approvals in Section 2.

Ketchum acknowledges and agrees that Owner has paid the following fees and shall receive credit toward any additional fees or costs for the full amount of the fees paid.

- \$440,734 for impact and connection fees
- \$1,072,940 for in-lieu housing fees for 27,370.91 net residential square feet
- \$85,958 for building permit fees paid for the permit issued July 6, 2016

Section 3 (Hotel Uses and Restrictions) is deleted and the following substituted therefore:

Owner may use the Property as a “Hotel” as defined in KMC 17.08.020 as that section existed at the time of the Development Agreement and for private residential uses. The following units and any residential owner storage, designated and assigned reserved parking spaces in the underground garage or limited common area associated with such units may be used as either private residential units by their owners, or as a “Hotel” rental unit if eligible for inclusion into the voluntary residential condominium rental program:

- 12 residential units, 6 of which have lock-offs rooms, located on the third and fourth floors of the Project as shown by the Design Review project plans filed with the City dated September 21, 2022.

Residential Condominium Rental Program: The operator and manager of the hotel contracted by the Owner of the Property (“**Hotel Operator**”) shall implement and maintain a voluntary rental program for the purpose of managing, operating, and marketing of the rental of the 12 residential condominium units and 6 lock-offs rooms as shown in the project plans. Each residential unit owner may at his or her discretion place his or her residential unit in the voluntary Residential Condominium Rental Program the terms and conditions of which shall substantially conform to the provisions set forth in Exhibit B, attached hereto and incorporated herein by reference.

Prior to issuance of a Certificate of Occupancy for the Project, the Hotel Operator shall provide the City Planning Director with a redacted and confidential, to the extent reasonably

necessary to protect trade secrets or proprietary information, copy of the Hotel Management Agreement between the Hotel Operator and Owner to substantiate the existence of the voluntary rental program consistent with Exhibit B and providing the Hotel Operator with the exclusive right to manage the voluntary Residential Condominium Rental program.

All other units and space on the Property and in the improvements constructed thereon shall be used exclusively as a “Hotel”. The following are acknowledged as allowable accessory uses of the Property: conference and banquet facilities, kitchen, restaurant and bar areas, outdoor seating and dining, swimming pool, fitness facilities, retail and spa/salon uses, bakery, back-of-house administrative offices and housekeeping uses, and an observatory and exterior deck on the fifth floor as further detailed in Exhibit A of the Design Review Findings of Fact, Conclusions of Law, and Decision and shown on the design review project plans dated September 21, 2022. Owner agrees that this Second Amendment specifically allows only the uses set forth above and those incidental to the permitted and accessory uses and no others. Owner shall not be obligated to use the Property for all permitted or accessory uses. Owner may not substantially change or expand on the uses of the Property and improvements thereon specified in this Second Amendment without the prior written approval of City which approval shall not be unreasonably withheld, conditioned or delayed. Any substantial changes or expansions in the uses permitted by this Second Amendment without such prior written consent and formal modification of this Agreement as allowed by applicable law shall after written notice and opportunity to cure constitute a breach of this Agreement.

Section 7 (Construction and Completion Schedule) is deleted and the following substituted therefore:

Improvements shall be constructed and substantially completed pursuant to the following schedule:

- Within 6 months after final approvals of the 2022 Design Review application and Development Agreement amendment application, Owner shall submit a building permit application and Construction Mitigation Plan.
- City will provide comments within 20 working days of the building permit being deemed complete and all applicable fees paid.
- Owner shall submit revised plans, addressing all comments from City, within 20 working days of receipt of comments.
- Subsequent City review comments and Owner responses/revisions will respectively occur within 10 days of the previous action.
- Prior to issuance of a building permit by City, Owner must secure an encroachment permit from ITD for any and all improvements within the Hwy 75 ITD right-of-way.
- City will issue a building permit within 7 days of resolution of all City comments and payment of any remaining applicable fees.
- Construction shall commence upon the later of May 1, 2023, or 5 months after issuance of the building permit.
- Construction shall be completed within 41 months after issuance of the building permit.
- Upon completion of the Project in compliance with the building permit and all terms and conditions of this Agreement, a Certificate of Occupancy shall be issued for the Project.

Section 12 (Employee Housing) is deleted and the following substituted therefore:

Owner agrees to provide 18 Employee Housing beds as provided by Ketchum Municipal Code and as set forth in the Revised Employee Housing Plan dated March 21, 2023, approved by the City on _____ (Exhibit C). All required employee housing shall be available prior to any certificate of occupancy for the Property.

Section 13 (Condominium Plat) is deleted and the following substituted therefore:

City agrees to accept and process applications for condominium preliminary and final plat approval prior to issuance of a Certificate of Occupancy of the Project, pursuant to KMC 16.04.070, to allow for financing of the improvements and individual sale of private residential units. An application for preliminary plat approval for the Project, including a declaration of covenants, conditions and restrictions (“**Declaration**”) will be made by Owner within 60 calendar days after issuance of the building permit. An application for final plat approval will be submitted 60 or more days prior to the request for a Certificate of Occupancy for the Project. The condominium final plat must be approved by the City prior to recording. The individual Residential Condominium units and the Hotel commercial and/or common and/or limited common area units shall be use restricted through the Declaration.

A new section to be designated as 21 (Off-site Improvements) is added as follows:

Prior to issuance of the building permit, Owner will provide to the Planning Director a written agreement, with applicable diagrams illustrating proposed improvements, the owners of 220 S. Leadville and 400 E River Street, evidencing their acceptance of Owner’s proposal for resolving their landscaping and screening concerns as were noted and conditioned in the CUP. This submission will be timely reviewed and approved by the Planning Director for verification it resolves the CUP condition, which such approval will not be unreasonably withheld or delayed.

A new section to be designated as 22 (Financial Capability) is added as follows:

It is a condition of this Second Amendment that the proof of financing and financial capability to complete the project is a standing condition of the Development Agreement, and such condition will continue in force until substantial completion of construction.

A new section to be designated as 23 (Default and Restoration) is added as follows:

Provided Ketchum is not in default of its obligations hereunder, if Owner defaults in performance of any of its obligations hereunder prior to commencement of construction and the default continues for 60 days after receipt by Owner of Ketchum’s written notice of default, Owner agrees to reclaim the Property and restore it to the same or better condition as specified in the Reclamation Plan previously prepared, agreed to, and made a part of the Development Agreement. To secure Owner’s obligation hereunder, Owner shall obtain for Ketchum’s benefit an irrevocable stand-by letter of credit issued by a bank authorized to transact business in the state of Idaho in the amount of one hundred twenty-five percent of the estimated cost of reclamation or shall provide some other form of security reasonably acceptable to Ketchum prior to issuance of a building permit for the Project. The security, in whatever form, may be

requested by Owner for release, partially or in full, with approval by City, not to be unreasonably withheld, if justified by substantial progress toward completion of construction in accordance with the following schedule: one half upon completion of the foundation stem walls and one half upon completion of framing of the entire building.

9. Miscellaneous Provisions.

a) Police Powers. 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 Second Amendment 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) Amendment. This Second Amendment 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) Specific Performance. In the event of a breach of this Second Amendment, in addition to all other remedies at law or in equity, this Second Amendment shall be enforceable by specific performance by either party hereto. All remedies shall be cumulative.

d) Attorney's Fees. In the event either party hereto is required to retain counsel to enforce a provision of this Second Amendment, 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 Second Amendment 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: Morgan Landers, Planning Director
Telephone: 208.726.7801
Email: mlanders@ketchumidaho.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: jack@waypointsunvalley.com

with copies to:

Harriman SV Properties, LLC
Attn. Andy Blank, Manager
3455 NW 54th Street
Miami, FL 33142-33009

Alyse Blank
745 N Alta Vista Blvd
Los Angeles, CA 90046
avblank@archiveamerica.com

Justin C. Jones
Justin C. Jones, LLM, P.C.
Post Office Box 487
182 Lopez Road, Suite C
Lopez Island, WA 98261
Telephone: 360. 378.4450

Lawson Laski Clark, PLLC
675 Sun Valley Road, Suite A
Post Office Box 3310
Ketchum, Idaho 83340
Attn.: Edward A. Lawson
Telephone: 208.725.0055
Email: eal@lawsonlaski.com

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 Second Amendment is intended by Owner to be considered by Ketchum as part of Owner's application for a modification of the existing design review approval and building permits for the Project. Owner acknowledges and intends the City to consider and rely upon this Second Amendment in its review and consideration of said applications.

g) Relationship of Parties. It is understood that the contractual relationship between Ketchum and Owner is such that neither party is the agent, partner, or joint venturer of the other party. The Parties agree at all times to cooperate with each other and exercise good faith to achieve the purposes of this Second Amendment. In the event any legal or equitable action or other proceeding is instituted by a third party or other governmental entity or official challenging the validity of any provision of Ketchum's approval and/or implementation of this Second Amendment or the Entitlements, the Parties agree to reasonably cooperate in and communicate regarding respective or joint plans defending such action or proceeding.

h) Successors and Assigns; Covenant Running With the Land. This Second Amendment shall inure to the benefit of City and Owner and their respective heirs, successors and assigns. This Second Amendment 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.

i) Recordation and Release. This Second Amendment shall be recorded with the Blaine County Recorder. City agrees 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 Second Amendment, 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 Second Amendment shall not in any manner be deemed or construed as waiving or surrendering any of the conditions or covenants of this Second Amendment with regard to any subsequent default or breach.

k) Partial Invalidity. In the event any portion of this Second Amendment, or part hereof, shall be determined by any court of competent jurisdiction to be invalid, void, or otherwise unenforceable, the remaining provisions of this Second Amendment, 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.

l) Entire Agreement. This Second Amendment and the Settlement Agreement constitute 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) Exhibits. All exhibits referred to herein are incorporated in this Second Amendment by reference, whether or not actually attached.

n) Authority. Each of the persons executing this Second Amendment represents and warrants that he or she has the lawful authority and authorization to execute this Second

Amendment, as well as all deeds, easements, liens and other documents required hereunder, for and on behalf of the entity executing this Second Amendment.

o) Recitals. The Recitals are incorporated herein and made a part of this Second Amendment by this reference.

p) Choice of Law. This Second Amendment 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 Second Amendment or the subject matter hereof.

[end of text – signatures appear on following page]

SIGNATURE PAGE

IN WITNESS WHEREOF, the parties hereto have executed this Second Amendment to the Agreement the day and year first above written.

Harriman Ketchum Hotel, LLC, an Idaho
limited liability company

City of Ketchum, Idaho, a municipal
corporation

By: _____
Name:
Title:

By: _____
Neil Bradshaw, Mayor

Attest: _____
Trent Donat, City Clerk



City of Ketchum

Exhibit A: PUD/CUP Conditions of Approval

3. The City Council has authority to hear the applicant's Conditional Use Permit application pursuant to Idaho Code Section 67-6512 of the Local Land Use Planning Act and Chapter 16.08 of Ketchum Subdivision Code Title 16.
4. The City Council's August 12, 2008 and September 15, 2008 public hearings and consideration of the applicant's Conditional Use Permit application was properly noticed pursuant to the Local Land Use Planning Act, Idaho Code Section 67-6512.
5. The application does comply with Ketchum Zoning Code Title 17 and Ketchum Subdivision Code Title 16 and the Ketchum Comprehensive Plan only if the following conditions of approval are met.

DECISION

THEREFORE, the Ketchum City Council **approves** this Planned Unit Development Conditional Use Permit application for a new hotel building, Hotel Ketchum, this 15th day of September, 2008, provided the following conditions are met:

1. A construction staging and mitigation plan, including at a minimum provisions for off-site employee parking, off-site storage of bulk materials, and required right-of-way encroachments during construction, shall be submitted and approved by the City Council within 8 months from date of final PUD approval. This plan shall be an exhibit to an amendment to the PUD agreement and recorded prior to issuance of a building permit.
2. The applicant shall contribute a pro rata share based on total linear feet to the underground relocation of overhead utility lines in the vicinity of the project. The pro rata share shall be based on the frontage of the subject property along Main Street, Leadville Avenue, and River Street. The applicant agrees to collaborate with the City and with Idaho Power on the timing and the budget for undergrounding, and these items will be incorporated into the Development Agreement, with a specific payment solution brought back to the City Council prior to construction.
3. The proposed encroachments into the public street rights-of-way shall be allowed up to but not exceeding the widths presented on Sheet C3 dated April 8, 2008.
4. Sidewalks shall be a minimum width of:
 - 6 feet on Main Street
 - as shown on Sheet C3 dated April 8, 2008, but not less than 5 feet on River Street
 - 5 feet on Leadville Avenue

5. Right-of-way encroachments including retaining walls and landscape beds, and curblines alignment, slope and drainage, and ADA design issues shall be resolved to the satisfaction of the City Engineer and ITD prior to the issuance of a building permit. Final designs shall be approved by the City Council upon recommendation by the P&Z Commission. Encroachment permits and/or licenses shall be obtained from the City as required.
6. The heated asphalt shall be extended to include the entire River Street/Leadville Avenue intersection and shall be extended to the south on Leadville Avenue as required to accommodate drainage and vehicular traction. This and related drainage issues shall be resolved to the satisfaction of the City Engineer and City Street Superintendent.
7. All water, sewer and other utility main lines, service lines, manholes and fire hydrants shall be maintained or improved as required by the Ketchum Water and Sewer Department.
8. The proposed development shall be completed as set forth in the design review and CUP approvals and the Planned Unit Development agreement. The PUD Development Agreement shall include, but not be limited to, provisions for the following:
 - Community/workforce housing- as required in condition #9, below.
 - Contribution to underground relocation of overhead utility lines.
 - Public pedestrian amenities to be included within adjacent street rights-of-way.
 - Development of a Construction Mitigation Plan
 - Minimum access for the public to the observatory.
9. The applicant shall provide a detailed Employee Housing Plan, which provides for housing for 18 employees on a site acceptable to the Ketchum City Council, and within Ketchum City limits.

The following elements shall be required in the Employee Housing Plan:

- a) Provide salary/hourly wages (2008 dollars) for the various income categories of employees.
- b) The expected number of each level of employee that is intended to be served by the employee housing units.
- c) Which employee category will be served by which type/size of units.
- d) Provide information on anticipated rental rates (in 2008 dollars) or subsidized and/or free rent to employees; will utilities and homeowners dues (if any) be included in proposed rates.
- e) Establishment of maximum occupancy per unit type (i.e. 1 person per 1 bedroom unit; 2 persons per 2 bedroom units).
- f) Location of units to be within Ketchum City limits.

- g) Provide a matrix on breakdowns of the different types of units (1BD; square footage; total number of units; anticipated rent, etc.)
- h) Create a priority for occupancy program of these units; (i.e. first availability employees that are full-time, secondly to seasonal employees, and third to persons that are verified to be working in the City of Ketchum.
- i) What units will be available and how will the pool of units available be determined.
- j) What minimum standards will be used to determine employee eligibility to live in the employee housing; is full-time status required for employees to qualify for the employee housing and what constitutes full-time status.
- k) How will overflow of demand of units by employees be handled; will there be a priority system.
- l) Provide information on housing families (with children) and/or married couples.

The proposed Employee Housing shall meet minimum size thresholds and income categories established by BCHA.

The following information shall be provided to the City:

- o Wage/salary range and a breakdown the number of employees within the aforementioned classifications
- o Information on type of housing provided per employee classification
- o Costs incurred in rent (and utilities) and transportation/parking by employees
- o Details on anticipated lease terms/rental agreements for employees housed on-site
- o Anticipated transport and parking scenarios for both on-site and commuting employees.

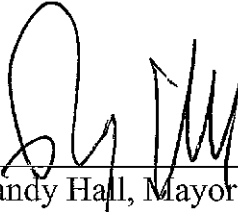
The Employee Housing Plan shall be submitted and approved by the City Council prior to issuance of a building permit. This plan shall be an exhibit to an amendment to the PUD agreement and recorded prior to issuance of a building permit.

All of the required Employee Housing shall be available prior to the issuance of any Certificates of Occupancy for the Hotel, or any other uses in the hotel.

- 10. A privacy wall or landscaping buffer shall be developed as a buffer for the 200 South Leadville Townhomes.
- 11. Operational hours for the observatory shall be developed that provides for access for the public, schools and other interest groups.
- 12. This PUD CUP approval is contingent upon the approval of the Design Review/Waterways Design Review application.

13. This PUD CUP shall be valid for a period of two (2) years from the date of approval of Findings of Fact, Conclusions of Law and Decision by the City Council. An application for building permit shall be submitted within 2 years, unless extended by the City Council upon written request by the applicant.
14. The setback for the southernmost penthouse condominium unit adjacent to Leadville Avenue shall be increased to ten feet (10') either by reducing overhangs or other means.
15. Prior to issuance of any building permits, a plan shall be brought back to the City Council showing a third lane (through lane) instead of a dedicated right turn lane on Highway 75/Main Street, including consultation with the Idaho Transportation Department.
16. A PUD - Conditional Use Permit shall be issued in writing. The issuance thereof shall not be considered a binding precedent for the issuance of other conditional use permits. A conditional use permit is not transferable from one parcel of land to another.
17. Failure to comply with any condition or term of said permit shall cause said permit to be void ab initio. A PUD - Conditional Use Permit may be revoked at any time for violation of the permit or any condition thereof by motion of the City Council after a due process hearing upon ten (10) days written notice to the holder of the PUD - Conditional Use Permit.
18. All projects receiving a PUD - Conditional Use Permit, as a condition of said permit, shall be required to submit and receive design review approval for each structure to be constructed within the project prior to making application for a building permit irrespective of what zoning district or districts within which the project is located.

Findings of Fact **adopted** this 6th day of October, 2008.



Randy Hall, Mayor



City of Ketchum

Exhibit B: Condominium Rental Program



APPELLATION

November 4, 2022

Morgan Landers
Senior Planner
City of Ketchum
Department of Planning and Building
P. O. Box 2315
Ketchum, ID 83340

Dear Morgan:

Good afternoon. Jack Bariteau, Managing Member of Harriman Ketchum Hotel, LLC, (“HKHLLC”) and Andy Blank and his family, as principal investor and majority owner of HKHLLC, have requested our assistance in corresponding with the city to describe our vision for managing, operating and marketing The Harriman Hotel and Residences under the Appellation Hotels banner.

This communication is intended to clearly outline how the proposed residential condominium rental program at the Appellation Sun Valley will be promoted and managed to maximize its presence and high quality of physical improvements to the local community while generating benefits derived from rental of the hotel’s guest accommodations and inspired food and beverage offerings to various key stakeholders including:

- The Residence Owner
- The Hotel Operator – Appellation Hotels
- The Hotel Ownership – Harriman Ketchum Hotel, LLC
- The City of Ketchum and other Ketchum businesses

Appellation is very familiar with this type of product offering/program, having been involved with other projects in the past that provide a similar rental income opportunity to participating hotel residential owners that can increase the overall operating performance and long-term success of the hotel.

The Appellation Sun Valley Residential Rental Program

The residential rental program will function as follows:

1. **Participation:** All residential owners will have the opportunity to voluntarily participate in the rental program – this is an opt-in, voluntary program for the Owner.



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2. **Operator:** The program will be managed by the operator – Appellation Hotels – providing a more residential-like accommodation that includes access to all hotel amenities, services, and benefits to the guests that elect under our marketing program to choose to rent these residences.
3. **Sales and Marketing:** Each Participating Owner’s residence regardless of its size and bedroom count will be promoted in parallel and equally to all other guestrooms and suites that make up the 73 hotel guest rooms (and 6 lock-off rooms that may be a part of the participating unit either in whole or in part, as made available by the Participating Owner and through Appellation Hotel’s management and overall hotel guest room and suite rental program. The availability and offering of private participating residences in hotels with full-service offerings are a robust part of the hotel industry, particularly in mountain resort markets. The rental rates for residences can and more often do exceed the rental rates of single guest rooms and are highly sought after by families who wish and prefer to travel and entertain in a residence environment with full kitchen, dining and living space while having accessibility to use hotel services and amenities. Participation in the hotel rental program will be encouraged, but cannot be required by hotel ownership, in its sales and marketing of the for-sale residences. Comparable mountain resort hotels with similar residences have historically seen high levels of participation in hotel rental programs on a voluntary basis and we expect similar participation in the Ketchum property.
4. **Maintenance:** The participating residential inventory will be managed by Appellation including responsibility for promoting and renting the residences, maintaining the overall hotel building and residences (when renting units on a daily or longer basis) and ensuring that they are maintained at the highest lodging standard. A Homeowner’s Association will be formally established by hotel ownership to have overall control of the entire building and exterior, structural and all common areas of the Project servicing the hotel and all privately owned condominium residences. A Preliminary Plat and draft CC&R’s will be prepared for City Review and approval usually once the final building plans are prepared for submittal for building permit. Rules and Regulations will also set for the operation of the hotel under Appellation ‘s hotel management agreement. Voting control of the HOA will rest with the hotel ownership and Appellation in order that the hotel can be maintained, refreshed and upgraded over time as needed.
5. **Turnkey Solution:** Beyond the obvious financial benefits to the residential owner who will receive a pro-rata share of the net monthly rental income, the rental program for participating owners provides a one stop, turnkey solution to the participating owner through Appellation’s marketing, promoting, renting (including vetting and all communications with the renter) and all or any questions that may arise with the renter during its occupancy period. In addition, the buyer profile of hotel condominium residences may not often be a full-time resident and values the net rental income the Owner receives as an extremely attractive offering and benefit of ownership as this rental participation will more often than not offset standard carrying costs of their residence



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including real estate taxes individually assessed against their condominium ownership, separately metered utilities, homeowner association dues and other normal costs of such ownership type.

6. **Financial Mechanics:** The financial mechanics of the revenue share are intended to be, as previously outlined in the communication to Suzanne Frick from Andy Blank on behalf of the hotel ownership, structured whereby the revenue associated with the specific participating rental unit at the end of the month, would be shared 50-50 between participating residence owner and the hotel operator, after normal operating deductions such as maintenance, housekeeping, credit card fees, reservations expenses, etc. are deducted. This formula is very common and standard in the hospitality business. Participation in the hotel rental program will be bound by contractual agreement between the residence owner and Appellation and no outside third-party management agency or marketing entity will be permitted.
7. **Enhanced Offering:** For Appellation as the hotel operator, an active residential rental program allows the hotel to attract a broader base of customers who quite often are looking for a larger more residential offering – a steadily growing segment we see in the upper upscale and luxury side of the hotel business. There is a growing trend for more and more family travel, multi-generational travel, customers who seek a more residential offering but with all the amenities of a hotel, and couples traveling together or who wish to easily entertain through use of the hotel’s multifaceted food and beverage program. Additionally, more and more hotels being built today in resort destinations such as Ketchum have realized the importance of this hotel residential offering as a key part of attracting travelers that otherwise would be unaccommodated in the destination, thus diverting to other mountain resort destinations that readily offer this type of accommodation.

Appellation Hotels, based on historical experience, fully expects to see a highly attractive and active residential rental program in the downtown Ketchum location. We view this as a win-win for all stakeholders including the residential unit owner, the hotel owner, the hotel operator, and the City of Ketchum. In addition to the incremental and new Local Option Tax generated from hotel rooms and participating residences in the hotel program, Local Options Tax will be generated from the sale of alcoholic beverages from the hotel’s dining room and bar and ancillary areas such as the pool terrace and room service. Hotels located in a walkable downtown area such as Ketchum, have been shown to also generate additional incremental dollars spent by hotel guests and hotel residence owners at easily accessible retail and food service businesses. Very importantly, this allows Appellation to capture a broader swath of hotel guests, food and beverage customers and special event planners, who are looking to come to Ketchum, that otherwise would be unaccommodated.



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Please feel free to let us know if you need additional information beyond what has been outlined above. We look forward, along with an exceptional hotel ownership group of which we are also an investor, to bringing our unique, community focused Appellation Hotels management experience and style to life by late 2024 to early 2025. Appellation Hotels looks forward to becoming an integral, vibrant, community oriented, inclusive member of your community.

Sincerely,

Christopher B Hunsberger

Christopher B. Hunsberger
Chief Operating Officer and Co-Founder
Appellation Hotels

CC: Matthew Johnson, City Attorney
Edward Lawson
Justin Jones
Andy Blank
Jack Bariteau



City of Ketchum

Exhibit C: 2023 Employee Housing Plan

March 21, 2023

Jack Bariteau
Managing Member
Harriman Ketchum Hotel, LLC
P. O. Box 84
Sun Valley, Idaho 83353

Morgan Landers, AICP
Director of Planning and Building
City of Ketchum
P. O. Box 2315
191 5th Street West
Ketchum, Idaho 8340

APPELLATION SUN VALLEY – EMPLOYEE HOUSING UPDATE

Dear Morgan: Per your email request dated March 20, 2023, I am pleased to provide you with an our Updated Employee Housing Plan for the Appellation Sun Valley hotel and residences project. This Update uses the same format that was provided to Micah Austin, Director of Planning and Building, in my letter to Micah date March 29, 2016 as follows:

The Applicant shall provide a detailed Employee Housing Plan, which provides for housing for 18 employees on a site acceptable to the Ketchum City Council, and within Ketchum City Limits

Our approach to meeting the 18 employee bed requirement has followed the original path our ownership set out to provide by building individual employee housing apartments versus dormitory like living. The goal was also to build these units within walking distance of the hotel site and within downtown Ketchum. The result is the construction and now near completion of 12 employee apartments in the First & Fourth mixed use building located at 100 Fourth Street West in downtown Ketchum. 8 of the 12 apartments as designed and now nearing completion have two sleeping areas to accommodate at a minimum 2 hotel employees within these 8 apartments. Based on our assumptions that the 8 apartments identified on Exhibit “A” sent as a separate Word document, we will be able to provide 20 hotel employee beds for the hotel. These apartments are identified on the first and second floor plan for the building and are now numbered as 110, 112, 113, 115, 210, 212, 213 and 215.

We have successfully designed apartments that will be attractive and fully equipped with full galley type kitchens unlike any other available employee or workforce apartments in the downtown. Our projected employee count has been narrowed down to 70 employees both full time and seasonal and is reflected in the TRI Project Salary Schedule dated July 20, 2022. In discussions with Christopher Hunsberger, COO of Appellation Hotels, the project’s hotel management company and operator, and Stuart Campbell, our development team consultant with oversight of projected hotel operations, pre-sales and marketing of the hotel, both have

concluded that projecting future salaries and wages at this juncture in time will be extremely difficult to predict given the effects of the pandemic on the hotel industry that still are settling out. Slight adjustments can be made in certain higher salaried employment categories but otherwise we will have to wait to make more accurate salary levels until the hotel approaches the last 25% of construction. Mr. Campbell is an excellent source of information on hotel employee housing having opened The Lodge at Blue Sky in 2018 in Wanship, Utah, that is located approximately 18.5 miles from downtown Park City. Employee housing in this location is principally found in smaller homes purchased by the Lodge's ownership and then made available on a room by room basis in a shared living arrangement. But these types of homes are in limited supply and ownership of these homes and employee placement is handled by the Lodge's hotel management company, Auberge Resorts and Hotels on a case by case basis with Mr. Campbell and the principal majority owner being paid by Auberge for the rentals against the cost of acquiring and maintaining these homes. Our ownership, therefore, will most likely assign the placement of Appellation employees to Appellation Hotels Human Resources Manager. The goal would be to still offer these 12 apartments to hotel employees across the spectrum of full time mid and lower tier salary levels with priority given as well to key management personnel in the hotel's various operating departments.

a) Provide salary/hourly wages for various income categories of employees

As noted above the hotel will be managed and operated by Appellation Hotels under a Hotel Management Agreement that is in place. 70 employees are projected to operate the hotel and the TRI Project salary Schedule dated July 30, 2022 remains as the basis for employee positions in this table at this time. Ownership and Appellation will update this information as we approach the recruitment and hiring timeline that as cited above will most likely occur as the project nears 75% construction completion.

b) The expected number of each level of employee that is intended to be served by the employee housing units.

The job descriptions and salaries on the TRI Project Salary Schedule dated July 30, 2022 range significantly between upper senior department management and the lowest entry or service position. It is extremely difficult to aggregate which levels of employment will be the most in application or use of the 12 apartments. In a much changed hospitality world due to the pandemic, recruitment of the best and most suitable employees for the hotel will be based on a number of factors including the availability of employee housing to fit the hotel positions deemed to be crucial to the hotel's operational success and long term financial health. Our ownership is focused on those employee positions that will have the lowest level of turnover and will make hiring decisions on multiple factors that will dictate the assignment of hotel employees to the 12 apartments.

c) Which employee category will be served by which type/size of units.

Waypoint Pearl, LLC, the developer and owner of the First & Fourth mixed use building, opted to design the most efficient employee apartments with the right sizing and amenities and view. The property size and dimensions dictated to a great degree that the apartments follow a particular linear rhythm and Pivot Architecture, the Project Architect, has created individual apartments that made the bulk of the apartments one bedroom units with 8 of the 12 apartments having an extra sleeping area which cannot be designated as a separate bedroom due to the lack of building code required "light and Air" to have a bedroom designation. We have succeeded in building the 12 apartments in a range of sizes dictated by focusing these units with western views on the first and second floors of the building that are elevated above the underground garage. Again, it is difficult to determine at this point in time which employee category will be served by each apartment's size and design layout.

d) Provide information on anticipated rental rates or subsidized and/or free rent to employees; will utilities and homeowners dues (if any) be included in proposed rates.

Rental rates for the apartments are under discussion with Appellation from the perspective of their taking on the management and placement of the employee hotels in the apartments under the master lease program. There are a variety of options under discussion that include establishing rental rates based on employee income levels when established and hiring is taking place; inclusion of being housed in the apartments as part of the employee's salary and partial subsidy of rental rates based on salary and position. The master lease between Waypoint Pearl, LLC, as owner of the apartments and Appellation or the hotel ownership will be most likely Appellation being the Master Lessee and paying to Waypoint Pearl, LLC, a fixed monthly rental to coincide, with the requirements for return on investment for the apartments being produced by Waypoint Pearl, LLC.

e) Establishment of maximum occupancy per unit type (i.e. 1 person per bedroom unit; 2 persons per 2 bedroom units)

The makeup of the 12 apartments provides for single occupancy in all 12 apartments while deed restricted and to meet the 18 employee bed requirement for the hotel 8 of the 12 apartments have one defined bedroom and an additional sleeping area that are separated by the bathroom for the unit. The 12 apartments can also accommodate a couple, married or unmarried, and one child or other apartment dweller in the additional sleeping area within the 8 units that are designed and now built. There are no two-bedroom units or larger in the 12 employee apartment mix.

f) Location of units to be within Ketchum City Limits.

This requirement has been met with the construction of First & Fourth. All 12 apartments are located within this mixed-use building.

- g) Provide a matrix on breakdowns of the different types of units (1 BD; square footage; total of units; anticipated rent, etc.)

The employee apartment unit mix has changed from the March 29, 2016 Employee Housing Plan submitted to Micah Austin. There are now 12 apartment units that are all one bedroom as designated by building code of which 8 have an additional sleeping area to accommodate shared occupancy.

- h) Create a priority for occupancy program of these units; (i.e. first availability employees that are full time; secondly to seasonal employees, and third to persons that are verified to be working in the City of Ketchum.

All apartment units are needed for full time employees of the hotel. Priority on how the apartments will be assigned is dependent on the hiring process and will be determined by Appellation as it begins to recruit and fill all hotel positions. Only full-time employees will be permitted to occupy the employee apartments.

i) What units will available and how will the pool of units available be determined
All 12 apartments will be available well in advance of the hotel's opening. Per the building now constructed, the 12 apartments are located on the first and second floors of the building.

- j) What minimum standards will be used to determine employee eligibility to live in the employee housing; is full time status required for employees to qualify for the employee housing and what constitutes full time status.

The minimum standard for employee eligibility will execution of a full time contract for at least one calendar year or twelve (12) months with full time work being defined as a 40 work week, five days a week or a flexible schedule for longer hours and fewer days as to be determined by Appellation Hotel management.

- k) How will overflow of units by employees be handled; will there be a priority system.

We will not be able to provide for overflow employee housing beyond the 18 employee bed requirement. Appellation and our ownership will continue to pursue other employee housing options in the Wood River Valley as other development opportunities come forward.

- i) Provide information on housing families (with children) and/or married couples.

We can provide for married or unmarried couples with one child in 8 of the 12 apartments as now built.

The proposed Employee Housing shall meet minimum size thresholds and income categories established by the BCHA. The following information will be provided to the City:

- Wage/Salary Range and a breakdown of by number of employees within the aforementioned classifications: See attached TRI Employee Project Salary Schedule dated July 30, 2022
- Information on type of housing provided per employee classification: There are 12 employee apartments ranging in size from 646 square feet to 809 square feet and no distinction is made for employees being classified to a unit based on size. Multiple factors will come into play in determining the assignment of employees to each apartment including whether a single occupant, a shared employee situation or a couple, married or unmarried, and with a child.
- Cost incurred in rent (and utilities) and transportation/parking by employees: To be determined under the master lease provisions and by Appellation management. There will be underground parking for some but not all of the employee housing apartments and transportation to and from the hotel will be by walking, biking or public transportation as the hotel site is within five blocks of the First & Fourth building and the 12 apartments.
- Details on anticipated lease terms/rental agreements for employees house on-site: There are no hotel employees that will be housed on the Appellation Sun Valley project site. All 12 apartments are located in the First & Fourth building.
- Anticipated transport and parking scenarios for both on-site and commuting employees: No on-site parking will be available at the Appellation Sun Valley Hotel project upon completion. The valet managed parking system to be utilized at the hotel may, however, allow for employee parking from time to time dependent on season and hotel occupancy.

Morgan, I trust this Updated Employee Housing Plan provides you with the necessary information you require for the City Council packet of information for the public hearing on March 27th. Please use the TRI Project Salary Schedule dated July 30, 2022 as the attachment for this update. Please let me know if you have any questions at your earliest convenience. We have taken the Exhibit "A" used for the Second Amendment and only shown the 12 employee apartments and their correct unit numbers as now determined and formalized by Seth Martin of the Ketchum Fire Department.

Sincerely,

Harriman Ketchum Hotel, LLC

Jack Bariteau
Its Managing Member

CC: Andy Blank, Justin Jones, Ed Lawson



TRI Project Salary Schedule /
Updated July 30 2022 The Harriman Hotel

Full-Time Job Title	Annual Wage (w/o benefits)	Number of new hires per year															Total Jobs per Position	
		Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10	Year 11	Year 12	Year 13	Year 14	Year 15		
1 General Manager	\$230,000.00	1																1
2 Administrative Assistant	\$55,000.00	1																1
3 Contoller	\$125,000.00	1																1
4 Accounting staff	\$45,000.00	2																2
5 Receiving Clerk	\$34,000.00	1																1
6 IT Specialist	\$70,000.00	1																1
7 Director of HR	\$90,000.00	1																1
8 HR Assistant	\$50,000.00	1																1
9 Front Office Manager	\$75,000.00	1																1
10 Night Manager	\$45,000.00	1																1
11 Agent	\$32,000.00	6	1															7
14 Bellperson	\$16,000.00	2																2
15 Door Person	\$16,000.00	2																2
16 Director of Reservations/Rev.	\$85,000.00	1																1
17 Reservations Sales Agent	\$32,000.00	2																2
18 Executive Housekeeper	\$90,000.00	1																1
19 Housekeeping Coordinator	\$32,000.00	1																1
20 Housekeeper Supervisor	\$32,000.00	2																2
21 Room Attendant	\$32,000.00	3	1															4
22 Turndown Attendant	\$32,000.00	2																2
23 Houseperson	\$32,000.00	2	1															3
24 Public Area Cleaner	\$32,000.00	1																1
25 Laundry Valet/Runner	\$32,000.00	1	1															2
26 Restaurant Manager	\$85,000.00	1																1
27 Restaurant Assistant Manage	\$65,000.00	1																1
28 Hostess	\$32,000.00	1																1
29 Server	\$16,000.00	6	2															8
30 Server Assistant	\$16,000.00	4	1															5
31 Bartender	\$18,000.00	3																3
32 Room Service Server	\$16,000.00	2																2
33 Minibar Attendant	\$32,000.00	2																2
34 Order Taker	\$32,000.00	2																2
41 Banquet Manager	\$75,000.00	1																1
42 Captain	\$16,000.00	1																1
43 Server	\$16,000.00	3	2															5
44 Houseman	\$16,000.00	2																2
45 Executive Chef	\$140,000.00	1																1
46 Executive Sous Chef	\$85,000.00	1																1
47 Cook	\$45,000.00	4	2															6
48 Garde Mange Cook II	\$42,000.00	3	2															5
49 Outlet Sous Chef	\$75,000.00	1																1
50 Steward	\$32,000.00	3																3
62 Spa & Fitness Manager	\$80,000.00	1																1
63 Spa Attendant	\$32,000.00	2																2

64	Spa Therapist	\$32,000.00	3	1														4
65	Estatecian	\$32,000.00	1															1
66	Director of Sales & Marketing	\$140,000.00	1															1
67	Catering/ CS Manager	\$80,000.00	1															1
68	PBX Operator	\$32,000.00	1															1
69	Chief Engineer	\$95,000.00	1															1
70	Shift Engineer	\$50,000.00	3	1														4
Total New Jobs created			93	15	0	0	0	0	0	0	0	0	0	0	0	0	0	108



Instructions

1. Enter the job title for each new job to be created under the project in column C. Insert new rows as necessary.
2. Enter the annual wage, without benefits, for each new job to be created under the project in column D.
3. Enter the number of new jobs projected to be created in each year of the project in columns E through S.
4. Upload the EXCEL sheet to the space indicated on the application.

**Note - The term of the TRI is often tied to the years over which new jobs are created. (15 year maximum term)*

IDOC TRI Template 09/04/2014

Notes:

- 1 Current minimum wage is 7.25 moves to \$15.00 / hour as of July 2023
- 2 Current survey (as of July 2022) for most line hospitality positions is \$20-25 / hour
- 3 Idaho Tip Credit state \$3.90 as of July 2022

EXHIBIT "A"

SECOND AMENDMENT TO DEVELOPMENT AGREEMENT #20427

On-Site Employee Housing Units

<u>Apartment No.</u>	<u>Square Feet</u>	<u>Rental Category</u>
115	780	5
114	646	4
113	754	5
112	754	4
111	647	4
110	809	4
215	780	5
214	646	4
213	754	5
212	754	4
211	647	4
210	809	4



1

2

3

4

5

6

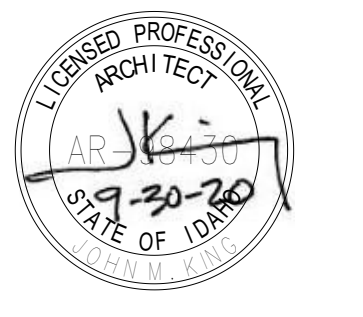
NOTES - REFERENCE NOTES

1.09 COORDINATE WITH LANDSCAPE DRAWINGS



PIVOT NORTH ARCHITECTURE, PLLC.
1101 W. GROVE STREET
BOISE, ID 83702
www.pivorthdesign.com

STAMP



GENERAL NOTES - FLOOR PLANS

- UNLESS NOTED OTHERWISE, ALL DIMENSIONS ARE TO THE FACE OF STUDS FOR G/WB WALLS / PARTITIONS.
- UNLESS NOTED OTHERWISE, ALL DIMENSIONS ARE TO FACE OF FINISHED MASONRY FOR CMU.
- UNLESS NOTED OTHERWISE, ALL DIMENSIONS ARE TO FACE OF FINISHED CONCRETE FOR CONCRETE WALLS.
- FOR FLOOR FINISHES RE: ROOM FINISH SCHEDULE, SHEETS A8.00 AND FINISH PLANS, SHEETS A8.03 - A8.05.
- FOR UNIT FINISHES RE: UNIT PLAN SHEETS A5.02 - A5.15.
- RE: UNIT PLAN SHEETS A5.02 - A5.15 FOR ADDITIONAL UNIT INFORMATION.
- UNLESS NOTED OTHERWISE ALL G/WB WALLS SHALL HAVE A 4" STUD FRAME RETURN AT ALL DOOR AND WINDOW JAMS.
- RE: SHEETS G2.00 - G2.03 FOR BUILDING OCCUPANCY PLANS AND FIRE RESISTIVE CONSTRUCTION REQUIREMENTS.
- SEE ENLARGED PLANS FOR ADDITIONAL WALL TYPES.
- FOR GLAZING RECEIVING WINDOW TREATMENTS, COORDINATE WITH SPECIFICATION SECTION DIVISION 12 - ROLLER SHADES.
- FOR WALLS NOT DESIGNATED WITH A WALL TYPE, COORDINATE WITH STRUCTURAL DRAWINGS & WALL SECTIONS.
- WINDOW DIMENSIONS SHOWN ARE TO CENTER OF OPENING/WINDOW. COORDINATE OPENING DIMENSIONS AND WINDOW SIZES WITH WINDOW TYPES SHEET A7.11 - A7.15.
- HANDRAIL SHALL RETURN TO A WALL, GAUARD, WALKING SURFACE OR SHALL BE CONTINUOUS TO THE HANDRAIL OF AN ADJACENT FLIGHT OR RAMP RUN PER IBC 1014.6.
- CONTRACTOR SHALL INSTALL FURNISH, SHIMS, AND ADDITIONAL LAYERS OF GYPSUM WALL BOARD AS NECESSARY TO ACHIEVE FLUSH FINISH WHERE SURFACES OF ADJACENT WALL OF SHAFT ASSEMBLIES ARE NOT, BUT ARE INTENDED TO BE ALIGNED.
- FOR BATHROOM ACCESSORIES, COORDINATE WITH SPECIFICATIONS DIVISION 10 - SPECIALTIES.
- FOR APPLIANCES, COORDINATE WITH SPECIFICATIONS DIVISION 11 - EQUIPMENT.
- RE: SHEET G0.03a FOR ACCESSIBILITY NOTES FOR TYPE A (ADA COMPLIANT) UNITS.
- RE: SHEET G0.03b FOR ACCESSIBILITY NOTES FOR TYPE B (ADAPTABLE) UNITS.
- CONTRACTOR TO PROVIDE BLOCKING AT LOCATIONS OF BATHROOM ACCESSORIES.

LEGEND - FLOOR PLANS

- DOOR TAG, RE: DOOR SCHEDULE, SHEET A7.01
- WALL TAG, RE: SHEETS G0.04, G0.05 & G0.06
- WINDOW TAG, RE: FRAME TYPE SHEETS, SHEETS A7.11 - A7.15
- FIRE EXTINGUISHER CABINET, RE: DIVISION 10 - SPECIALTIES 10 AND SHEET G0.03a
- FLOOR DRAIN, COORDINATE WITH PLUMBING DRAWINGS.
- STEEL STUD WALL AND GYPSUM WALL BOARD WALL, RE: WALL TYPES.
- WOOD STUD WALL AND GYPSUM WALL BOARD WALL, RE: WALL TYPES.
- CONCRETE MASONRY UNIT (CMU) WALL, RE: WALL SECTIONS, WALL TYPES, EXTERIOR & INTERIOR ELEVATIONS, COORDINATE WITH STRUCTURAL DRAWINGS.
- CONCRETE WALL, RE: WALL SECTIONS, WALL TYPES, EXTERIOR & INTERIOR ELEVATIONS, COORDINATE WITH STRUCTURAL DRAWINGS.
- MAINTAIN MINIMUM 36" CLEAR ABOVE FINISH FLOOR FOR VAN ACCESSIBLE PARKING.

Project:
1ST & 4TH
391 1ST AVE N KETCHUM, ID 83340

Revisions:

1	REVISION 1	12/03/20
5	ASI 01	05/28/21
7	ASI 02	11/19/2021

Project No: 18-014
 Date: 09/11/2020
 Checked By: JK
 Drawn By: IM

Sheet Name:
LEVEL 1 - COMPOSITE FLOOR PLAN

Sheet No:

A2.01

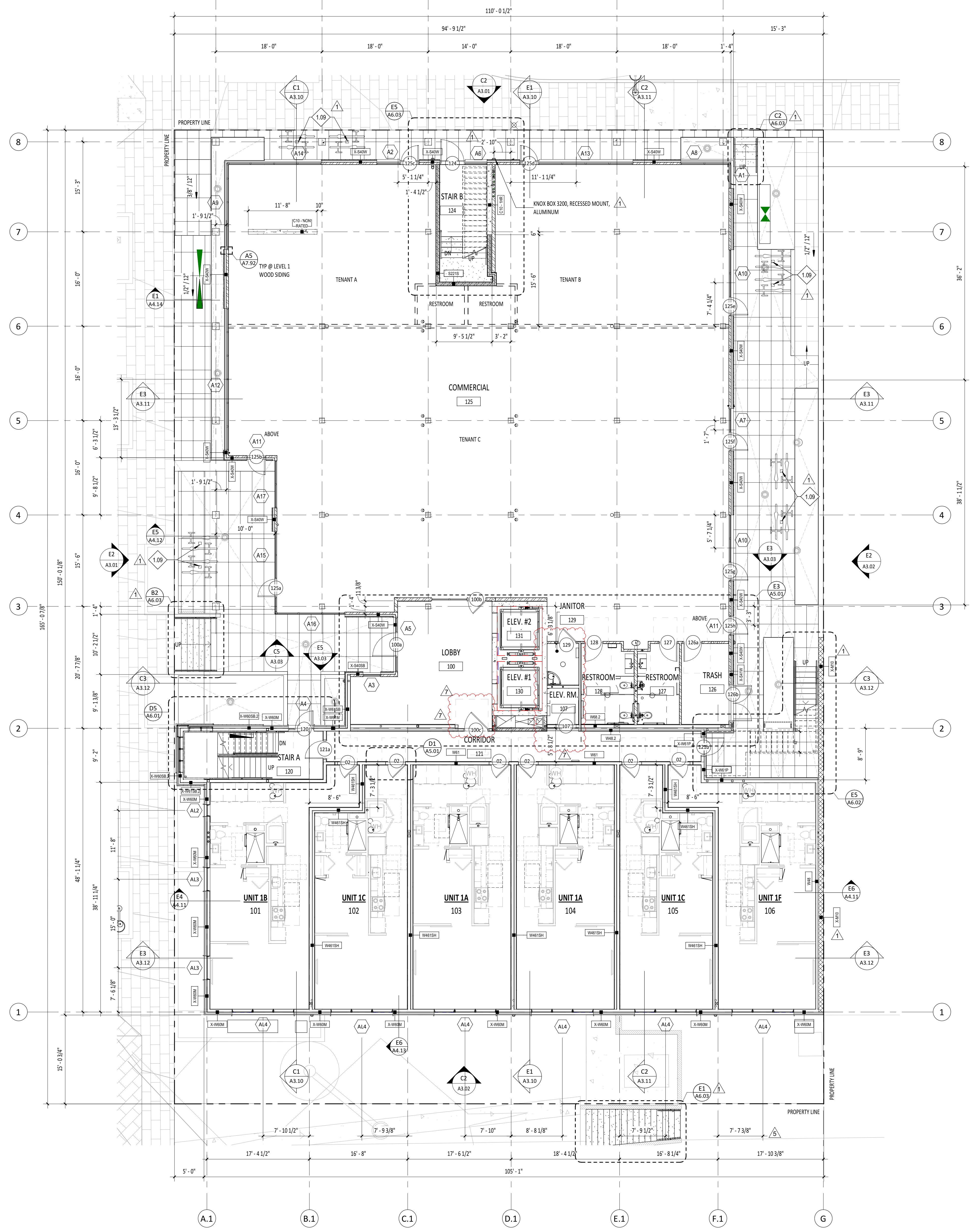
A

B

C

D

E



E3 LEVEL 1-COMPOSITE FLOOR PLAN
A2.01 1/8" = 1'-0"

AGENCY REVIEW SET (09/11/2020)



1

2

3

4

5

6

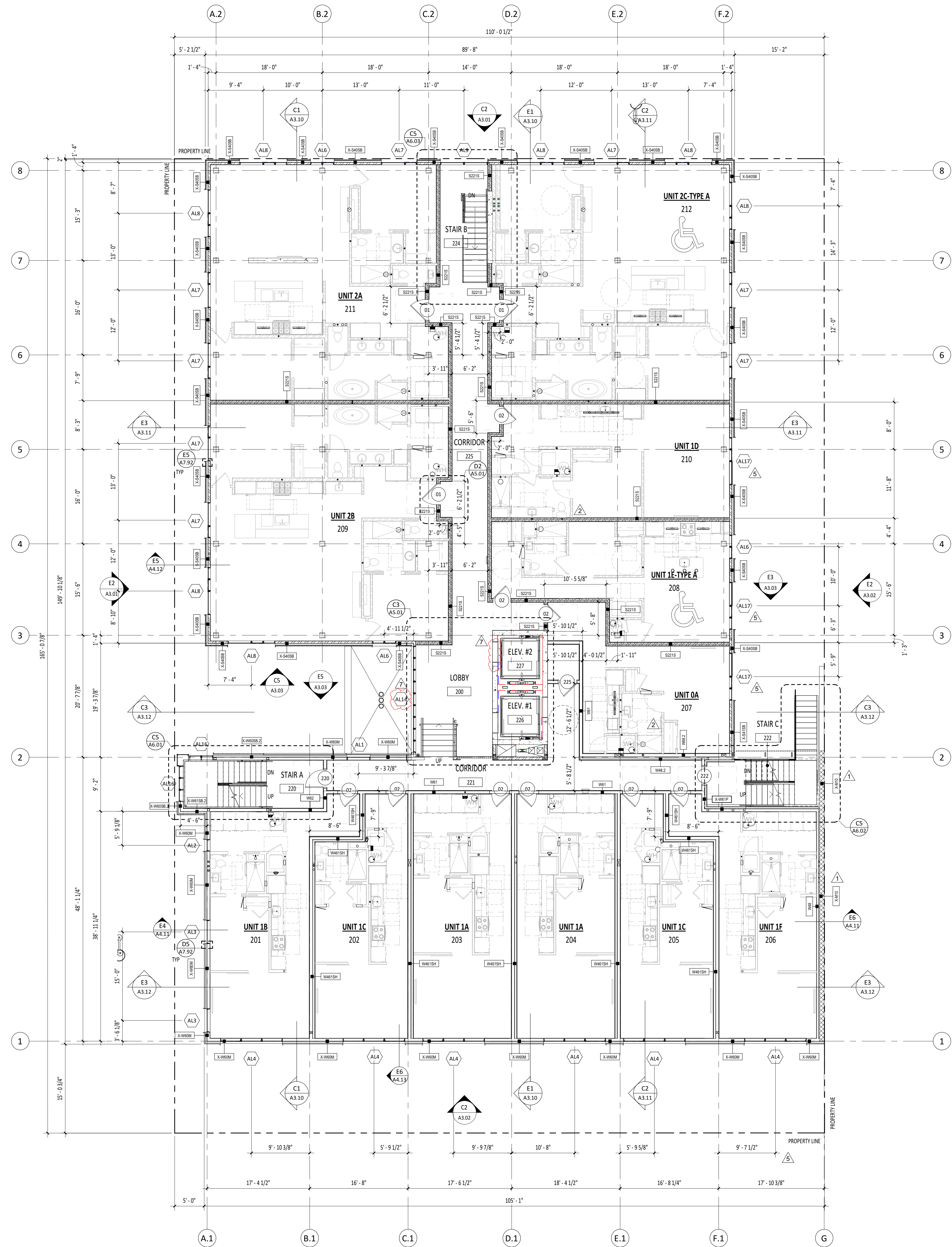
A

B

C

D

E



NOTES - REFERENCE NOTES

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- WINDOW DIMENSIONS SHOWN ARE TO CENTER OF OPENING/WINDOW. COORDINATE OPENING DIMENSIONS AND WINDOW SIZES WITH WINDOW TYPES SHEET A7.11 - A7.15.
- HANDRAIL SHALL RETURN TO A WALL, GUARD, WALKING SURFACE OR RAMP RUN BE CONTINUOUS TO THE HANDRAIL OF AN ADJACENT FLIGHT OR RAMP PER IRC 304.6.
- CONTRACTOR SHALL INSTALL FURRING, SHIMS, AND ADDITIONAL LAYERS OF GYPSUM WALL BOARD AS NECESSARY TO ACHIEVE FLUSH FINISH WHERE SURFACES OF ADJACENT WALL OF SHAFT ASSEMBLIES ARE NOT, BUT ARE INTENDED TO BE ALIGNED.
- FOR BATHROOM ACCESSORIES, COORDINATE WITH SPECIFICATIONS DIVISION 10 - SPECIALTIES.
- FOR APPLIANCES, COORDINATE WITH SPECIFICATIONS DIVISION 11 - EQUIPMENT.
- RE: SHEET G0.03a FOR ACCESSIBILITY NOTES FOR TYPE A (ADA COMPLIANT) UNITS.
- RE: SHEET G0.03b FOR ACCESSIBILITY NOTES FOR TYPE B (ADAPTABLE) UNITS.
- CONTRACTOR TO PROVIDE BLOCKING AT LOCATIONS OF BATHROOM ACCESSORIES.

LEGEND - FLOOR PLANS

- DOOR TAG, RE: DOOR SCHEDULE, SHEET A7.01
- WALL TAG, RE: SHEETS G0.04, G0.05 & G0.06
- WINDOW TAG, RE: FRAME TYPE SHEETS, SHEETS A7.11 - A7.15
- FIRE EXTINGUISHER CABINET, RE: DIVISION 10 - SPECIALTIES 10 AND SHEET G0.03a
- FLOOR DRAIN, COORDINATE WITH PLUMBING DRAWINGS.
- STEEL STUD WALL AND GYPSUM WALL BOARD WALL, RE: WALL TYPES.
- WOOD STUD WALL AND GYPSUM WALL BOARD WALL, RE: WALL TYPES.
- CONCRETE MASONRY UNIT (CMU) WALL, RE: WALL SECTIONS, WALL TYPES, EXTERIOR & INTERIOR ELEVATIONS, COORDINATE WITH STRUCTURAL DRAWINGS.
- CONCRETE WALL, RE: WALL SECTIONS, WALL TYPES, EXTERIOR & INTERIOR ELEVATIONS, COORDINATE WITH STRUCTURAL DRAWINGS.
- MAINTAIN MINIMUM 8" CLEAR ABOVE FINISH FLOOR FOR VAN ACCESSIBLE PARKING.



PIVOT NORTH ARCHITECTURE, PLLC.
1101 W. GROVE STREET
BOISE, ID 83702
www.pivorthdesign.com



Project:
1ST & 4TH
391 1ST AVE N KETCHUM, ID 83340

Revisions:

1	REVISION 1	12/03/20
2	REVISION 2	01/15/21
5	ASI 01	05/28/21
7	ASI 02	11/19/2021

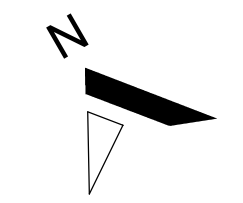
Project No: 18-014
Date: 09/11/2020
Checked By: JK
Drawn By: IM

Sheet Name:
LEVEL 2 - COMPOSITE FLOOR PLAN

Sheet No:
A2.02

E3 LEVEL 2-COMPOSITE FLOOR PLAN
A2.02 1/8" = 1'-0"

AGENCY REVIEW SET (09/11/2020)





City of Ketchum

CITY COUNCIL MEETING AGENDA MEMO

Meeting Date: March 27, 2023 Staff Member/Dept: Morgan Landers, AICP – Director of Planning and Building

Agenda Item: Review and provide feedback on the scope and approach to codification of Interim Ordinance 1234, request for proposals for the update to the Comprehensive Plan and Code Rewrite, and anticipated consultant resources budget for each.

Recommended Motion:

No motion required. Staff requests feedback on the project approach and anticipated budget for execution of the work.

Reasons for Recommendation:

- The Planning and Building Department’s work plan as presented to the City Council on February 21, 2023, identified four major projects being led by the department. Two of which were:
 - Revisions to Interim Ordinance 1234
 - Update to the city’s 2014 Comprehensive Plan and Code Rewrite
- Professional Services support is necessary to successfully execute the two projects based on staff capacity and subject matter expertise necessary to conduct the work

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

Interim Ordinance Revisions

Interim Ordinance 1234 went into effect on October 19, 2022. As an interim ordinance, the requirements included are in effect for one year unless permanently codified. Since the adoption of the interim ordinance, staff has evaluated all new development projects, including projects that are vested under the current zoning code, for conformance with the interim ordinance. Planning staff has also gathered ongoing feedback from key constituents in the community, including realtors, developers, and design professionals through one-on-one meetings and interviews. The city has also formed a Technical Advisory Group (TAG) of key stakeholders from the design and development community. During their first meeting on February 22, 2023, the city’s TAG provided initial feedback on the interim ordinance.

At the March 8, 2023, meeting of the Planning and Zoning Commission (the “Commission), staff presented an initial assessment of what needs revisiting in the interim ordinance based on staff evaluation and stakeholder feedback. The discussion also included identification of technical corrections, text clarifications, and amendments to standards/regulations or processes that are critical for new development and redevelopment in the next three years while the comprehensive code rewrite is underway. The staff report from the March 8th meeting can be found in Attachment A.

To evaluate the existing elements of the interim ordinance successfully and thoroughly, staff will need the assistance and expertise of professional services in the following areas:

- Commercial demand analysis – a consultant to conduct a comprehensive commercial demand analysis for the entire city and a specific analysis of the community core. This information will outline key baseline indicators including commercial inventory by type, vacancy rates, and future demand based on general growth trends. This effort will not only inform the interim ordinance revisions, but also the comprehensive plan update and code rewrite.
- Architectural Analysis – a consultant to conduct architectural evaluations of ground floor commercial square footage requirements and evaluate the feasibility of minimum residential densities on single Ketchum townsite lots (corner and interior). The consultant would also evaluate the ordinance for clarity to ensure the ordinance is simply stated and user friendly.
- Financial Feasibility Case Study – members of the council and commission have requested a financial feasibility analysis of elements of the interim ordinance. Staff does not believe a financial feasibility analysis of the full code would be feasible or beneficial due to the large number of variables that impact a development pro forma. However, staff does believe a case study of a sample project that applies many elements of the interim ordinance on one development site could be very beneficial.

Comprehensive Plan Update and Code Rewrite

The update to the comprehensive plan and code rewrite is an extensive process involving consultant support, comprehensive community engagement, and technical analysis. Staff anticipates three phases of work over a 2.5 to 3 year period for the successful execution of a project of this complexity and scale. The process would begin with a Request for Proposals (RFP) to identify the consultant for the project. The draft project schedule for both the interim ordinance and comp plan/code rewrite is included as Attachment B. A draft RFP is included in Attachment C for consideration. As outlined on page 4 of the RFP, once a consultant is selected, the following phases are anticipated:

- Phase 1 – Project Scoping Exercise, Data Gathering, Comprehensive Plan Audit
- Phase 2 – Update to the Comprehensive Plan
- Phase 3 – Rewrite of the Land Use Regulations

It is important to note that Phase 1 of the project includes a scoping exercise. Projects of this size and complexity can be executed in a variety of ways, none being right or wrong, but some project approaches may fit a community better based on goals and expectations of outcomes. Staff recommends the selection of a consultant and the joint development of the full scope of work with feedback from the City Council, Commission, and Historic Preservation Commission through workshop discussions. This ensures that the group can co-create the project goals and objectives and build a project approach and scope that best fits those.

To successfully execute the project within the anticipated timeframes, staff will need additional support to manage the project as backfilling of the vacant Senior Planner position has not been achieved. Rather than postpone the launch of this critical project, staff recommends a supplemental staffing contract with a consulting firm to provide project management and owner’s representative services for the following:

- Act as project lead including meeting facilitation and direction of staff.
- Management of the consultant work, project schedule and budget management including key milestone tracking and regular status reporting to the Planning and Building Director.
- Work directly with the Senior Planner to coordinate project deliverables including interdepartmental coordination, preparation of engagement activities, research, and other project needs.

Project Schedules

The two projects will overlap due to the necessary schedule requirements of the interim ordinance revisions; however, the work is staggered in a way to provide transparency in the process and limit

confusion by the public as outlined in Attachment B. The draft schedule is only a starting point and will be refined as the projects progress. As noted in the RFP for the comp plan and code rewrite, Phase 1 includes the development of a project scope and schedule based on workshops with elected/appointed officials, stakeholders, and staff.

In general, staff has begun the data gathering and analysis portion of the interim ordinance with community engagement planned for April-June. Drafting of the permanent ordinance will occur in June/July following community engagement and ahead of the adoption process that will start in late July/August. The permanent ordinance requires a recommendation by the Planning and Zoning Commission and three readings by the City Council.

While the interim ordinance revisions are underway, staff will conduct the RFP process to select a consultant team for the comp plan/code rewrite work. Staff anticipates phase one of the work will occur from June-November and will slightly overlap with phase two, which begins in October. Staff anticipates a full two years for the completion of the code rewrite, beginning in January 2024.

Sustainability Impact:

Planning staff and consultants will review and recommend, where appropriate, inclusion of sustainability goals from the 2020 Sustainability Action Plan and 2014 Comprehensive Plan when developing regulations.

Financial Impact:

Attachment D is an overview of the total estimated project costs for both the interim ordinance revisions and the comprehensive plan/code rewrite and what costs would be incurred during FY23. Costs associated with the interim ordinance would be incurred this year. The total cost of the comp plan/code rewrite would be spread out over the next few years as noted in the attachment. In general, staff anticipates a total of \$153,200 in professional services in FY23, which includes the city's standing service contracts with engineering, graphics, and IT support for general operations. The approved FY23 budget included \$70,000 for professional services. To continue progress on both projects, the remaining \$83,200 would need to be funded by the city's contingency fund.

The attachment includes a total anticipated project cost for the comp plan/code rewrite. During FY23 budget discussions, staff represented to City Council that this project would cost approximately \$180,000 and assumed a fully staffed planning and building department that could manage a project of this size and complexity. As discussed above, the department is not fully staffed, and additional staffing support is necessary to carry the project through to completion with the scope and schedule expected. The total project cost is anticipated at \$299,500 which includes \$159,500 for the consultant and \$140,000 in staff support over a three-year period. The cost estimate for the staff support is conservative and could be reduced in the future depending on the status of the project and staffing levels of the department.

Attachments:

- | |
|--|
| 1. Staff Report – March 8, 2023 Planning and Zoning Commission Meeting |
| 2. Draft Project Schedules |
| 3. Draft Request for Qualifications and Proposals |
| 4. Draft Project Budgets |



City of Ketchum

Attachment 1:
Staff Report – March 8, 2023
Planning and Zoning
Commission Meeting



City of Ketchum Planning & Building

STAFF REPORT KETCHUM PLANNING AND ZONING COMMISSION SPECIAL MEETING OF MARCH 8, 2023

INTRODUCTION

As outlined in the City of Ketchum Planning and Building Department workplan, the city is working on two efforts focused on updating the city's land use regulations. The first effort is the permanent adoption of Interim Ordinance 1234. The second is a full rewrite of the city's land use regulations including Title 16 – *Subdivision Regulations*, Title 17 – *Zoning Regulations*, and focused updates to Title 12 – *Streets, Sidewalks, Public Utility Easements and Public Places* and Title 15 – *Buildings and Construction* to ensure consistency of regulations.

During the January 10, 2023 meeting of the Planning and Zoning Commission (the "Commission"), members expressed concern for the length of time it will take to execute the full rewrite of the code following an audit and update of the comprehensive plan. As such, staff committed to identify certain updates to the land use regulations that can be achieved during the development of the permanent ordinance this year. The report below provides an overview of code issues identified through discussions with the development community, City Council, Commission, Historic Preservation Commission, and staff. As anticipated, the list is quite long and many of the items require not only extensive evaluation but also warrant comprehensive community engagement.

The goals of the permanent ordinance include:

- Address negative development trends in housing supply, housing variety, and commercial development
- Increase housing supply within the City of Ketchum
- Increase opportunities for commercial development in the downtown
- Reduce regulatory barriers for accessory dwelling unit development
- Implement process improvements to provide clarity and increased certainty
- Clarify code requirements to decrease inconsistencies in the code and application of code provisions

To achieve these goals, staff will evaluate existing elements of the interim ordinance based on additional data and analysis and refine elements of the interim ordinance that may be unclear or overly complicated to reduce confusion. Staff is also identifying third party consultants to assist the city in the following analysis to inform the revisions of the interim ordinance:

- Commercial demand analysis – the city will contract with a consultant to conduct a comprehensive commercial demand analysis for the entire city and a specific analysis of the community core. This information will outline key baseline indicators including commercial inventory by type, vacancy rates, and future demand based on general growth trends.
- Architectural Analysis – the city will contract with a consultant to conduct architectural evaluations of ground floor commercial square footage and feasible residential densities on single Ketchum townsite lots (corner and interior)

As outlined in the Planning & Building Department 2023 workplan, staff anticipates the following general schedule for the permanent ordinance:

- Permanent Ordinance Scope and Goals (February-Beginning of April)

- Data Gathering (Now-May)
- Public Engagement & Commission, TAG, and Stakeholder Feedback and Work Sessions (April-June)
- Synthesize Data and Feedback (June 2023)
- Draft Permanent Ordinance (June and July 2023)
- Adoption Process (August through October)

The purpose of this discussion is for the Commission to:

- Evaluate the interim ordinance and identify elements for further evaluation.
- Review the list of additional changes identified and prioritize what items should be addressed through the permanent ordinance.
- Identify other potential changes not mentioned below for incorporation into the permanent ordinance.

BACKGROUND

The Ketchum City Council adopted Interim Ordinance 1234 on October 17, 2022 (Attachment A). The interim ordinance adopted changes to the city’s land-regulations and established:

- Minimum residential densities for projects that exceed a total Floor Area Ratio (FAR) of 1.0 within the Community Core, Tourist, and General Residential High-Density zoning districts.
- Additional standards and process changes for the review and approval of lot consolidations.
- Requirements that ensure redevelopment projects result in no net loss of residential units.
- Parking exemptions for retail and office uses.
- Permitted and conditionally permitted uses for certain properties along River Street in the Tourist Zone District.
Restrictions on the ground floor residential for certain properties within the Community Core.
- Development standards for the size of commercial uses and residential units, the location of community housing units, and restrictions for exceeding minimum parking requirements.
- Design Review criteria requiring conformance with the comprehensive plan.
- Terms for Pre-Applications requiring that applicants submit final Design Review applications within 6 months of the Commission’s review.

ANALYSIS

Interim Ordinance Revisions

Since the adoption of the interim ordinance, staff has evaluated all new development projects, including projects that are vested under the current zoning code, for conformance with the interim ordinance. These evaluations have provided information on the feasibility of development projects under the interim ordinance standards. The implementation of the interim ordinance has allowed the city to track its effectiveness and determine if the desired outcomes are achieved. Staff has provided the evaluations of new development projects for interim ordinance conformance as Attachment B.

Planning staff has also gathered ongoing feedback from key constituents in the community, including realtors, developers, and design professionals through one-on-one meetings and interviews. The city has also formed a Technical Advisory Group (TAG) of key stakeholders from the design and development community. During their first meeting on February 22, 2023, the city’s TAG provided initial feedback on the interim ordinance.

Based on what city staff has heard so far, the following elements of the interim ordinance need to be revisited:

- Expansion of the area where ground floor commercial is required – evaluate the need for the expanded ground floor commercial area
- Conditional Use Permit (CUP)- Requirements of the interim ordinance standards may be adjusted subject to the review and approval of a CUP by the Planning and Zoning Commission. Staff has received feedback that the CUP process increases uncertainty and developers may choose not to proceed with the project instead of applying for a CUP as the criteria is very broad.

- % of Commercial Space on the Ground Floor – some projects meeting it, most are not.
- Parking Exemption for Office and Other Commercial Uses– the city receives inquiries for CUPs to allow for the placement of on-site parking for office uses and has received feedback that the city should consider providing a parking exemption for “Personal Service” uses
- Minimum Density Requirements for Interior Single Ketchum Townsite Lots – the city received feedback that these densities may not be feasible based on zero lot line and building code requirements
- No Net Loss of Dwelling Units – clarify that this standard applies to building permits and other permits as well.
- Maximum Size for Penthouse – the city receives inquiries for CUPs to allow for increased sizes of top floor penthouse uses

Permanent Ordinance Additions

At the January 10, 2023 meeting of the Commission, there was concern expressed that the full code rewrite would take too long and that the city should address additional items in the code in the short term. Additions to the permanent ordinance can include technical corrections, text clarifications, and amendments to standards/regulations or processes that are critical for new development and redevelopment in the next three years while the comprehensive code rewrite is underway, but relatively easy to achieve without requiring extensive analysis or comprehensive community outreach.

Below is a list for potential inclusion identified based on feedback gathered from individual interviews, the TAG meeting, and staff discussions:

Process Improvements

- Clarify Pre-Application versus Design Review intent and application materials
- Clarify process and standards for when and how performance bonds can be accepted
- Clarify timeframes for when applications can be resubmitted following a denial
- Add clause for process of handling applications that have had no activity for a long time (dormant applications)
- Clarify Building Permit process for extensions and when permits expire
- Clarification of Administrative Design Review vs. what is exempt from Design Review

General Code Clarifications

- Clarify the dimensional standards for rooftop features within the Community Core
 - Clarify what qualifies as a non-habitable amenity and add a definition for non-habitable structure
 - Clarify setback requirements for rooftop solar – a past interpretation allows for placement anywhere on the roof provided that the solar panels do not exceed the parapet height
- Clarify where side façade setback is measured from when measuring building height in the Community Core (façade versus property line)
- Clarify standards for when tandem parking configurations are permitted for commercial uses
- Clarify green building code standards for snowmelt, pools, and hot tubs
- Clarify what is considered a below grade encroachment
- Clarify the definition of open space
- Add definition for net-livable floor area
- Clarify what “common and public areas” mean for calculation of gross floor area for nonresidential parking calculation

Codification of Planning and Zoning Commission and Administrator Determinations and Interpretations

- Clarify construction regulations on hillsides within 25% and greater slopes and codification of Zoning Interpretation 22-001 regarding redevelopment of disturbed Mountain Overlay building sites
- Clarification of number of detached structures permitted per lot in residential zoning districts.

- Clarification on required setbacks for detached, accessory structures.
- Clarification of “structure” vs “building” and what is permitted within setbacks and/or outside building envelope
- Clarification of how retaining walls are regulated – through “fences/hedges/walls” or “structure”

Removing Regulatory Barriers to Accessory Dwelling Unit (ADU) Development

- Tiny Homes on Wheels
- Clarification of how the ADU lot coverage bonus is applied – existing development or new development
- Clarification of ADU and condominium/townhouse storage requirements
- Clarification of ADU design review requirement – code references

Other Changes Considered

Building on the foundation of the short-term changes, the following long-term changes can be considered. Implementation of these changes is more complex, requiring detailed analysis of the proposed change and the potential impacts on infrastructure, community character, and other city policy initiatives. These changes should be developed through analysis and comprehensive community outreach before final decisions are made. The following list contains hot button issues that staff and the Commission have grappled with over the past two years but will require more complex analysis. Based on timeframe, staff capacity, and resources, staff recommends the following be addressed through the full code rewrite rather than the permanent ordinance:

- Permitting ADUs as an accessory use for multi-family residential uses
- Height, setback, building coverage bonuses to incentivize ADU construction
- Permitting more than one ADU be constructed per residential lot
- Clarification of Mountain Overlay Design Review criteria and standards and standards to minimize excavation, fill, and vegetation standards
- Livability standards for community housing units, including minimum size requirements
- Community Core Dimensional Standards
 - Third floor setback
 - Permissibility of elevator over-runs and parameters for rooftop mechanical equipment
- Rework of Design Review criteria and standards
- Pulling dimensional requirements out of the definitions section

NEXT STEPS

Following feedback from the Commission, staff will provide an overview to the City Council on potential revisions and additions to the interim ordinance. Staff will then return to the Commission with a refined list of interim ordinance revisions and additions for more discussion.

Comprehensive Plan Audit/Update and Code Rewrite

As outlined in the workplan, the city anticipates the following general schedule for implementation of the audit/update of the comprehensive plan and rewrite of the city’s land use regulations:

- March - Process and timeline review with Commission and City Council (draft RFP)
- April-June – RFP publication and selection of consultant team
- June-Nov – Project scoping exercise and data gathering
- Oct 2023-Mar 2024 – Comprehensive Plan Audit and identification of amendments or clarifications
- January 2024 – December 2025 (2 years) – rewrite timeframe

Staff recommends a multi-phased approach to the project as follows:

- Phase 1 – Request for Qualifications to identify consultant
- Phase 2 – Project Scoping Exercise and Data Gathering – rather than setting the scope of the project in a vacuum, staff recommend identification of a qualified consultant first (phase 1). Once that consultant

is identified, the city would conduct workshops with the consultant, City Council, Commission, and HPC to develop the process and scope of work for the project. This exercise would include discussions of community engagement expectations and process, scope of revisions to the comprehensive plan, and approach to revision and adoption of the code (one full adoption or adoption in pieces). This phase will also include identification of data gaps that need to be filled prior to execution of the project and efforts to obtain that data.

- Phase 3 – Audit and Update of the Comprehensive Plan – based on the outputs of phase 2, this phase will consist of efforts focused on evaluating the current comprehensive plan, identification of potential updates, and implementation of those updates.
- Phase 4 – Rewrite of the Land Use Regulations – again, based on outputs of phase 2, this phase will consist of the rewriting of Title 16, Title 17, and select revisions of Title 12 and Title 15.

It is important to note that community engagement will be conducted in all phases of the process. Staff welcomes feedback on the proposed approach for the project as outlined above.

STAFF RECOMMENDATION

Staff requests the Commission consider the information above and provide directions on: (1) revisions to the interim-ordinance standards and (2) additional code changes, regulations, and standards to incorporate into the permanent ordinance.

ATTACHMENTS:

- A. Interim Ordinance 1234
- B. Evaluations of New Development Projects for Interim Ordinance Conformance
- C. 2023 Planning & Building Department Workplan



City of Ketchum

Attachment 2: DRAFT Project Schedules

DRAFT SCHEDULE - 3/22/23

	2023												2024												2025	
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Dec
Interim Ordinance and Misc Code Changes																										
Evaluation and Data Gathering																										
Community Engagement																										
Drafting of Permanent Ordinance																										
Adoption Process (PZ and CC)																										
Comp Plan/Code Rewrite (PB Lead)																										
Code Auditing (internal)																										
Draft RFP																										
RFP to P&Z and Council																										
Publication																										
Review and Selection																										
Phase 1: Project Scoping Exercise (T&M)																										
Comp Plan Audit and Data Gathering																										
Comp Plan Update (6 months)																										
Land Use Code Rewrite (2 years)																										



City of Ketchum

Attachment 3: DRAFT Request for Qualifications and Proposals



DRAFT

REQUEST FOR QUALIFICATIONS AND PROPOSALS (RFQ/RFP)

Update to the City's Comprehensive Plan and Land Use Regulations

Issue Date: March 29, 2023

Contact:

Heather Nicolai

hnicolai@ketchumidaho.org

Telephone: (208) 727-5081

P.O. Box 2315

191 5th Street West

Ketchum, ID 83340

SUBMITTAL DEADLINE

All responses, per the requirements of this RFQ/RFP, must be received by the City of Ketchum Planning and Building Department no later than 12:00 pm on May 5, 2023.

QUESTIONS AND CONTACTS

Questions or requests for information should be submitted via email to Heather Nicolai at hnicolai@ketchumidaho.org. Proposers should refrain from approaching other City of Ketchum staff or elected officials. The City is interested in establishing a fair and transparent selection process where proposers have equal access to all the information about the project.

www.ketchumidaho.org

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Introduction and Background

The City of Ketchum (the “city”) is located approximately 150 miles east of Boise in Blaine County, Idaho. The city has a population of approximately 3,588 people (census 2021) and is currently experiencing high growth pressures. Influenced by federal lands and a world-class ski resort (Sun Valley), the town has a mix of rich historical mining heritage and new recreation economies that influence the growth and development of the community.

The City is requesting proposals for consulting services from qualified professionals to lead an audit and focused update to our 2014 Comprehensive Plan and a full rewrite of the land use regulations (the code). The selected firm or team of firms will have demonstrated experience in a variety of areas, including but not limited to, developing community visions, growth policies, implementation strategies, land use, zoning, and subdivision policies and regulations. The city anticipates a multi-phased approach to the project including an initial scoping exercise with city staff, elected and appointed officials, and stakeholder input prior to the execution of work associated with the update to the comprehensive plan and code.

Ketchum Comprehensive Plan – Adopted 2014

The City of Ketchum adopted its Comprehensive Plan in 2014, updating the previous version from 2001. Although the plan was adopted just nine years ago, demographic shifts seen during the pandemic and increased development pressures have spurred discussions about Ketchum’s future growth, housing, transportation, disaster preparedness, and resource management. The currently adopted comprehensive plan can be found [HERE](#). A review and focused update of the comprehensive plan is necessary to align the plan with current policies of the Housing Action Plan, Transportation Plan, Sustainability Action Plan, and other more recently adopted plans that inform the future land use and development patterns of the city and will inform the proposed update to the land use regulations noted below.

Land Use Regulations

The city adopted the zoning ordinance ([Title 17](#)) in 1974 and its subdivision ordinance ([Title 16](#)) in 1979. Other Titles that intersect with land use policies are the streets standards ([Title 12](#)) and the building and construction standards ([Title 15](#)). The full municipal code can be found [HERE](#). The city has conducted piecemeal updates to amend specific land use regulations to comply with the comprehensive plan or to align with Idaho State Code. In 2015, the zoning code was restructured into a more accessible format and amended to reduce redundancies and errors. The current zoning regulations, however, have remained rooted in land use policies from Ketchum’s past. The dimensional standards that dictate allowed density, lot size, and building mass have remained largely unchanged since their adoption in 1974.

In general, the city’s regulations applicable to land use and development are:

- Difficult to navigate with related requirements dispersed throughout multiple sections and titles
- Unclear, contradictory, and/or confusing requiring costly administrative and legal determinations
- Often ineffective at promoting or achieving the city’s goals and policies
- Unclear and unpredictable regarding the development review process
- Internally inconsistent due to piecemeal amendments over time
- Lacking in appropriate graphics that make the code more legible and useful

Through this RFP process, the city will identify partners that can support the needs of the project and the dedicated staff and volunteers that will contribute time and energy toward a successful outcome. The process will include robust community outreach and workshops, a citizen’s advisory committee, a technical advisory group, partner organization meetings, and work sessions and public meetings with appointed and elected officials. The city expects the project to be a two and a half to three-year process that includes the adoption of an updated Comprehensive Plan and land use regulations in three phases of work.

Project Objectives

The following project objectives have been identified based on feedback from constituents, elected/appointed officials, and staff.

1. Achieve alignment between the updated comprehensive plan, other adopted plans, and the code to support the community’s vision, goals, and policies.
2. Integrate progressive and sustainable policies and practices to support smart growth and environmental stewardship.
3. Develop regulations that improve customer service by making the code user friendly, in plain English, streamlined, and fair with high quality visual references (images, graphics, tables, etc.)
4. Develop design guidelines and a design review process that fosters creativity and results in quality design.

Scope of Work

The city anticipates a multi-phased approach to the project as follows:

- Phase 1 – Project Scoping Exercise, Data Gathering, Comprehensive Plan Audit
 - The City prefers a collaborative approach to developing the full scope of work and anticipates one or more workshops between the consultant and staff, elected/appointed officials including City Council, Commission, and HPC to develop the process, scope of work, public engagement plan, and schedule for the project. This exercise will include discussions of community engagement expectations and process, an audit and attendant scope of revisions to the comprehensive plan, and a draft approach to the revision and adoption of the code (one full adoption or adoption in pieces). This phase will also include identification of data gaps that need to be filled prior to execution of the project and efforts to obtain that data.
 - Deliverables:
 - Scope, schedule, and budget for updating the comprehensive plan.
 - Summary document of comp plan audit results.
 - Conceptual Public Engagement Plan for all three phases of work identifying the who, how, and what of the engagement approach.
 - Draft approach to the rewrite of the land use regulations (will be finalized in phase 3).
- Phase 2 – Update of the Comprehensive Plan
 - Based on the scope of work and schedule developed in phase one, this phase will consist of creation of a detailed public engagement plan for this phase of work, updates to the current comprehensive plan and all public engagement efforts and final summary report of the same.
 - Deliverables:

- Detailed public engagement plan for comprehensive plan updates.
- Final Summary Report of the public engagement efforts.
- Updated Comprehensive Plan for consideration and adoption by the Planning and Zoning Commission and City Council.
- Scope, schedule, and budget for Phase 3 rewriting land use regulations.
- Phase 3 – Rewrite of the Land Use Regulations
 - Based on the scope of work and schedule developed in phase 2, this phase will generally consist of the rewriting of Title 16, Title 17, and select revisions of Title 12 and Title 15. This phase will also include creation of a detailed public engagement plan, all public engagement efforts outlined in the plan, and a Final Summary Report of the public engagement efforts.
 - Deliverables:
 - Detailed public engagement plan for this phase of work.
 - Final Summary Report of public engagement efforts.
 - Updated land use regulations for consideration and adoption by the Planning and Zoning Commission and City Council.

Assumptions:

1. **Meeting Attendance.** The city anticipates consultant participation in regularly scheduled coordination meetings, committee meetings, limited meetings with partner organizations, workshops, and public meetings/hearings to follow the progress of the project. In-person attendance is not required for coordination meetings. In-person attendance may be required for other meetings on an as needed basis as coordinated between the city and consultant and outlined in the public engagement plan(s).
2. **Public Engagement.** During phase one of the project, the consultant and city will develop a conceptualized public engagement plan including a general community engagement strategy, identification of target communities or cohorts for engagement, needed technical/advisory/working groups, potential means and methods for conducting outreach, and identification of roles and responsibilities for execution. Detailed public engagement plans and schedules based on the conceptual plan will be developed at the outset of Phases 2 and 3. The city expects to be an active participant in the public engagement efforts up to an including managing execution of public engagement plan. The city may request that the consultant scope and price two approaches depending on the outcomes of the scoping efforts in Phase 1.
3. **Committee/Group Coordination.** City will act as liaison and coordinator of needed technical/advisory/working groups or committees, managing all logistics and administrative needs. The consultant will participate in some or all meetings as necessary and may act as facilitator depending on discussion topics. The consultant will also assist in the creation of meeting materials and information to support discussion topics.

Project Budget and Schedule

The total project budget and schedule will be developed during phase one of the scope of work, in conjunction with the selected consultant. A separate contract for each phase is anticipated. Phase one will be conducted on a time and materials budget with a not to exceed \$9,500. The city anticipates a two and a half to three-year process beginning in June of 2023 with anticipated completion in winter 2025. Please see the Selection Process section of this document for details on the RFP timeline.

Submittal Requirements

The RFP must include the following to be considered for the project.

1. **Project Understanding and Approach.** Description of the Consultant’s understanding of the overall project and a detailed schedule and approach to phase one, including the ability to meet the not-to-exceed budget. Additionally, please provide an overview of the management and communication structure of the consultant’s internal team and any subcontractors proposed for the project, including your preferred approach to project management and communication for a successful project.
2. **Consultant team.** Description of the Consultant’s team, including firm descriptions, a staffing plan, and resumes and qualifications of key personnel and subcontractors.
3. **Project Experience – Public Engagement.** Description of the consultant’s philosophy, approach, and experience in developing and executing public engagement efforts for similarly complex projects.
4. **Project Experience – Comprehensive Plans.** Description of the consultant’s experience in preparing comprehensive plans for communities of similar size and character. Please also include specific experience where the consultants have managed a sequential process of updating a comp plan and land use code. Please provide a minimum of two examples.
5. **Project Experience – Code Preparation.** Description of the Consultant’s experience in conducting comprehensive rewrites of land use codes. Please provide specific examples of how the codes content or structure changed significantly, or not, during the process. Please provide a minimum of two examples.
6. **References.** Please provide a minimum of three relevant professional references with phone and email contact information.
7. **Cost Proposal.** Please provide a time and materials cost estimate for phase one of the scope of work.

Submittal Process

1. The submittal process will follow the schedule as outlined below.
 - a. RFP Publication Date March 29, 2023
 - b. RFQ/RFP Deadline to Submit Questions.....April 12, 2023
 - c. Response to Questions Published.....April 19, 2023
 - d. RFP Submittal DeadlineMay 5, 2023
 - e. Selection Committee Reviews Completed..... May 2023
 - f. Interviews with Consultants May 2023
 - g. Selection of Consultant..... End of May 2023
2. Questions shall be sent via email no later than Wednesday, April 12, 2023, 4:00 P.M., to Heather Nicolai, hnicolai@ketchumidaho.org.
3. Depending on the number of respondents and initial review of submittals, the city may or may not elect to conduct interviews. All responders will be notified whether interviews will be conducted following review by the Selection Committee.
4. Format and Delivery: Please email a consolidated PDF copy to hnicolai@ketchumidaho.org with a subject line of “RFP Submittal – Ketchum Comp Plan and Code Rewrite”.

Criteria for Selection

The following criteria will be used with the evaluation of submittals:

- **Completeness:** The submittal includes all required items outlined in the RFP. **10 points**
- **Understanding & Approach:** Submitter fully understands the intent and goals of the overall project and has proposed an approach and schedule that is logical, realistic, and achievable. **35 points**
- **Team:** Abilities and qualifications of personnel, demonstrated depth and breadth of the team to achieve the goals and objectives of the project. **30 points**
- **Experience:** The Consultant's demonstrated capability on similar or related comprehensive plans and land use regulations projects. **25 points.**

RFP Terms and Conditions

1. Proposals that do not include all submittal requirements outlined herein shall not be considered;
2. At the City's sole discretion, the City may choose to republish this RFP;
3. The City reserves the right to accept or reject any and/or all proposals and to waive any informalities or irregularities in said proposals. The RFP does not bind the City to hire a consultant when, in the City's sole discretion, the City determines not to do so;
4. Until such time the professional services agreement is executed, there are no express or implied obligations or commitments on the part of either the City or the Consultant concerning either this RFP or any proposal associated with it;
5. At the City's sole discretion and with notice being provided to the Consultants, the City may amend the Selection Process and/or Tentative Project Schedule at any time;
6. By submitting materials for the City's consideration pursuant to this RFP, the Consultant is waiving any claim of confidentiality, trade secrets or privilege with respect to materials submitted.
7. If warranted, any updates, revisions or modifications to this RFP shall be posted on Ketchum's website at: www.ketchumidaho.org/rfps during the advertising period, and it shall be the responsibility of the Consultant to review the website during the advertising period to verify if any such updates, revisions or modifications have been made to this RFP; and
8. Only written questions will be answered. If additional information or clarification is desired, email requests should be made to at the email address listed above.
9. The selected firm will work under a Professional Services Agreement. Once an Agreement is negotiated, the following documents will be required by the selected firm prior to the commencement of any work:
 - Signed contract by both the city and the consultant(s).
 - Proof of insurance per Professional Services Agreement.
10. Being selected under this solicitation will not preclude the firm from being considered for any other projects advertised.



City of Ketchum

Attachment 4: DRAFT Project Budgets

FY 2023 Professional Services Budget

General Operations	Ketchum Computers	\$ 7,000.00
	S&C Associates	\$ 7,000.00
	Clearmind Graphics	\$ 7,200.00
	Forsgren	\$ 24,000.00
Interim Ordinance Support	Commercial Demand Analysis	\$ 30,000.00
	Architectural Resources	\$ 15,000.00
	Financial Feasibility Case Study	\$ 3,000.00
Comp Plan Code Rewrite	Project Management Support	\$ 35,000.00
	Comp Plan/Code Rewrite	\$ 25,000.00
	<i>Subtotal</i>	<i>\$ 153,200.00</i>
	FY23 Approved Budget	\$ 70,000.00
	Over/Under	\$ (83,200.00)

TOTAL Professional Services for Interim Ordinance Revisions (FY 23)

Commercial Demand Analysis	\$ 30,000.00
Architectural Resources	\$ 15,000.00
Financial Feasibility Case Study	\$ 3,000.00
Total	\$ 48,000.00

TOTAL Professional Services for Comp Plan/Code Rewrite

Project Management Support - FY23-26	\$ 140,000.00
Comp Plan/Code Rewrite	
Phase 1 - FY23	\$ 9,500.00
Phase 2 - FY23/24	\$ 50,000.00
Phase 3 - FY24/25/26	\$ 100,000.00
Total	\$ 299,500.00