



AMENDED

AGENDA

PUBLIC PARTICIPATION INFORMATION

Public information on this meeting is posted outside City Hall.

We welcome you to watch Council Meetings via live stream.

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

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

1. Join us via Zoom (*please mute your device until called upon*).
Join the Webinar: <https://ketchumidaho-org.zoom.us/j/89491372016>
Webinar ID: 894 9137 2016
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 comment submitted to City of Ketchum.
2. Suicide Prevention Proclamation

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 August 15, 2022 - Interim City Clerk Lisa Enourato

4. Authorization and approval of the payroll register – City Treasurer Shellie Gallagher
5. Authorization and approval of the disbursement of funds from the City's treasury for the payment of bills in a total sum of \$1,685,892.42 – City Treasurer Shellie Gallagher
6. Recommendation to approve alcohol licenses – City Treasurer Shellie Gallagher
7. Recommendation to approve Right of Way Encroachment Agreement #22786 for the placement of driveway pavers with snowmelt in the public right-of-way at 150 Spur Lane – Senior Planner Abby Rivin
8. Recommendation to approve Right-of-Way Encroachment Agreement #22796 with David & Kimberly Barenborg for placement of a paver driveway and groundcover - Planning and Building Director Suzanne Frick
9. Recommendation to Approve the 460 N Main Mixed-Use Building FAR Exceedance Agreement 22792, Right-of-Way Encroachment Agreement 22794, Phased Development Agreement 22793, and Lot Consolidation Final Plat Application File No. P22-041 - Senior Planner Abby Rivin
10. Recommendation to approve Purchase Order #22129 with Strata, Inc. for Geotechnical Design Services for East Avenue and Walnut Avenue Rehabilitation Project- City Engineer Sherri Newland
11. Recommendation to approve Agreement #22127 with NeuroMediation Group, LLC for eviction diversion – Housing Strategist Carissa Connelly
12. Recommendation to approve Agreement #22078 with Data Ticket for parking citation management services – City Administrator Jade Riley
13. Recommendation to approve Agreement #22126 for IT consulting services with Ketchum Computers, Inc. – City Administrator Jade Riley
14. Recommendation to approve appointments to the Planning & Zoning Commission – Mayor Neil Bradshaw
15. Recommendation to approve appointment to the Historic Preservation Commission – Mayor Neil Bradshaw
16. Recommendation to approve Purchase Order #22125 for the purchase of a used vehicle – City Administrator Jade Riley
17. Recommendation to approve amendment to Bluebird Village Ground Lease #22797, Assignment of Lease and Landlord's Consent (4%) #22798, Assignment of Lease and Landlord's Consent (9%) #22802, Ground Lease Estoppel Certificate #22799, Non-Disturbance Agreement (4%) #22800 and Non-Disturbance Agreement (9%) #22801 – City Administrator Jade Riley
18. Recommendation to approve financial contribution to support Bald Mountain Stewardship Project – City Administrator Jade Riley

PUBLIC HEARING:

19. First reading of Ordinance #1242 amending Chapter 10.05.03 (Traffic Authority) of the Ketchum Municipal Code – City Administrator Jade Riley
20. Third Reading and Approval of Ordinance 1238, Amended FY22 Budget – City Administrator Jade Riley
21. Third Reading and Approval of Ordinance 1239, FY23 Budget – City Administrator Jade Riley
22. Second and Third Reading and Approval of Ordinance 1241, Wastewater Revenue Bond Election – City Administrator Jade Riley

NEW BUSINESS:

[23.](#) Housing update – Housing Strategist Carissa Connelly

[24.](#) Recommendation to approve Landing Locals program policies – Housing Strategist Carissa Connelly

EXECUTIVE SESSION:

Pursuant to IC 74-206(1)(f) to communicate with legal counsel on pending, imminent, or threatened litigation.

ADJOURNMENT:



208.345.6933 • PO Box 844, Boise, ID 83702 • www.idahoconservation.org

City of Ketchum
191 5th St. W
Ketchum, ID 83340

August 15, 2022

Dear Mayor Bradshaw and Ketchum City Council:

Since 1973, the Idaho Conservation League has been Idaho's voice for clean water, clean air and wildlife—values that are the foundation for Idaho's extraordinary quality of life. The Idaho Conservation League works to protect these values through public education, outreach, advocacy and policy development. As Idaho's largest state-based conservation organization, we represent over 35,000 supporters who have a deep personal interest in our land, water, and wildlife.

We are aware that the City of Ketchum is currently exploring measures to reduce the risk of human-bear conflicts within their jurisdiction. In order to minimize conflicts between humans and bears, measures must be taken to prevent bears from consuming contents from unsecured trash containers. Each year, we watch bears euthanized within Ketchum because of a lack of bear-proof trash containers and lack of education amongst residents about wildlife and trash best practices. These unfortunate circumstances are completely avoidable through education, requiring individuals to not leave trash out, and by adopting wildlife-proof trash containers. This is a community-wide problem that can be solved if the community comes together to protect wildlife. Ketchum City Council has the opportunity right now to begin seriously addressing these human-bear issues and protect our beloved wildlife.

We support Ketchum's approach to educate the community about negative impacts unsecured trash has on wildlife, implementing an ordinance limiting the time trash containers can be on city streets, and securing wildlife-proof trash containers in Ketchum.

Sincerely,

A handwritten signature in black ink, appearing to read "Jeff Abrams", with a long horizontal flourish extending to the right.

Jeff Abrams, Wildlife Associate
Idaho Conservation League
jabrams@idahoconservation.org
(208) 345-6933 x 234

A handwritten signature in black ink, appearing to read "Josh Johnson", with a long horizontal flourish extending to the right.

Josh Johnson, Senior Conservation Associate
Idaho Conservation League
jjohnson@idahoconservation.org
(208) 345-6933 x 301

Lisa Enourato

From: Neil Bradshaw
Sent: Wednesday, August 17, 2022 4:46 PM
To: Matt Gelso
Cc: Morgan Landers; Suzanne Frick; Matt Bogue; Paul Kenny; Abby Rivin; bob@sunvalleyrealtors.org; Courtney Hamilton; Participate
Subject: Re: Ordinance 1234 Comments

Thanks for your comments Matt
They will be put in the public record for council consideration
Cheers
Neil

NEIL BRADSHAW | CITY OF KETCHUM

Mayor

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

o: 208.727.5087 | m: 208.721.2162

nbradshaw@ketchumidaho.org | www.ketchumidaho.org

On Aug 17, 2022, at 1:17 PM, Matt Gelso <mgelso@kenny-bogue.com> wrote:

City of Ketchum Team,

I have two comments/questions for you on the Interim Ordinance attached.

1. Two Parts: Why did you choose to have Office use in the CC exempt from parking for the first 5,500sf? I agree with this change and it will certainly help with placing businesses downtown. My real question is, can you also include Personal Service in a parking exemption for the first 5,500sf? Most Office users will be onsite for a full day whereas Personal Services will likely only be onsite for portions of a day, and maybe very short portions. Additionally, the Personal Services will provide the “vitality” that Mayor Bradshaw has indicated is a top priority. How can we get Personal Service in the CC the same parking exemptions as Restaurant, Retail, and now Office use?
2. What is the reasoning behind no community housing units in basements? The City’s stated goal with the interim ordinance is to “increase the creation of new housing units” and “increase available commercial space in downtown”, this restriction appears antithetical to the former and the latter. There are numerous high quality basement apartment units in the CC and as long as new basement units are built to all applicable safety codes, why are they problematic?

Allowing basement apartments only helps a new project by allowing flexibility on building design and in turn helping finances line up for the project to 'pencil'.

My lack of comment on any other portions of this interim ordinance does not indicate my positions for or against, but the above are two items I wanted to point out.

Please feel free to call if you'd like to discuss. I spoke briefly with Abby regarding Item 1 when she was assisting me with some other information.

Thank you for your efforts with the CC and Our Valley's housing problem. I appreciate your time and consideration on my comments above.

Best,

Matt Gelso
Associate Broker
PAUL KENNY & MATT BOGUE REAL ESTATE
333 S Main St, Suite 210 | PO Box 5102 | Ketchum, ID 83340
Office (208) 726-1918 | Mobile (530) 448-9470
mgelso@kenny-bogue.com | www.kenny-bogue.com

<Interim-Ordinance-1234_7.28.22_V1.pdf>

Lisa Enourato

From: Courtney Hamilton <hamilton.courtney1@gmail.com>
Sent: Monday, August 22, 2022 10:42 AM
To: Participate
Subject: Fwd: Bear discussions in Jackson

----- Forwarded message -----

From: **Josh Johnson** <jjohnson@idahoconservation.org>
Date: Mon, Aug 22, 2022 at 9:59 AM
Subject: Bear discussions in Jackson
To: Courtney Hamilton <hamilton.courtney1@gmail.com>

Hi Court! Seems like they are having some similar bear-proofing discussions in Jackson.

https://www.jhnewsandguide.com/news/environmental/jackson-joins-teton-county-in-requiring-bear-resistant-trash-cans/article_6d99eb85-678d-59bb-b41e-543cc429f381.html

Josh

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Josh Johnson (he/him)
Acting Central Idaho Director
Idaho Conservation League
PO Box 2671, Ketchum, ID 83340
[Shoshone-Bannock Traditional Lands](#)
208.345.6933 x 301

Idaho's leading voice for conservation
www.idahoconservation.org

--

Courtney Hamilton
208.481.1211

Lisa Enourato

From: H Boyle <Boylehp@yahoo.com>
Sent: Tuesday, August 23, 2022 5:18 PM
To: Participate
Cc: Greg Foley; Mark Dee
Subject: For P&Z Commissioners and City Council - Warm Springs Preserve

I applaud Commissioner Cordovano's comments on WSP at the 8/23/22 meeting. He made an excellent point about keeping WSP a natural preserve and pushing back on the City plan to electrify and irrigate it in an unnatural manner, at taxpayer cost. That was what was promoted in the fundraising for the purchase of the property.

What was particularly disturbing is the non-answer Mr. Cordovano got from the City Planner when he asked about the re-zoning of the property to 100% park. The planner essentially said it wasn't important to do that because of the deed restrictions, and the bulk of the park could retain tourist zoning. As a resident taxpayer who contributed to the purchase funds, this is confusing. We gave money with the understanding that this would be zoned as a park. It is a park, isn't it? Why wouldn't the City follow through with zoning it as a park? It makes it look like something fishy is going on.

One item glossed over in the City presentation is the governance of the park. Per the City website, there is a group call Friends of Warm Springs Preserve that appears to have special influence over how taxpayer money is spent on the park. If that is to be the case, its members should be appointed according to the usual processes for City commissions.

Per the link provided on the City website:

"The group's role will include the following:

Master Plan Process

- Attend monthly meetings
- Visit the site to field questions and feedback
- Assist with the summer solstice Preserve "opening"
- Serve as ambassadors and liaisons throughout the Master Plan process and beyond

After Charter Master Plan is Complete

- Attend quarterly meetings
- Support strategies and communication efforts • Serve as ambassadors and liaisons
- Participate in event planning as desired
- Participate in donor cultivation as desired"

Yet there is no contact information, no list of members, or what the qualifications to be a "friend" are. I am sure they are all civic minded citizens, but this is poor city governance.

Thank you,

Perry Boyle
Ketchum

Lisa Enourato

From: Courtney Hamilton <hamilton.courtney1@gmail.com>
Sent: Friday, August 26, 2022 7:41 PM
To: Participate
Subject: Fwd: Bear proofing guidelines

----- Forwarded message -----

From: Josh Johnson <jjohnson@idahoconservation.org>
Date: Fri, Aug 26, 2022 at 6:01 PM
Subject: Fwd: Bear proofing guidelines
To: Courtney Hamilton <hamilton.courtney1@gmail.com>

In case you/the council find this helpful!

Josh Johnson (he/him)
Acting Central Idaho Director
Idaho Conservation League
PO Box 2671, Ketchum, ID 83340
[Shoshone-Bannock Traditional Lands](#)
208.345.6933 x 301

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Begin forwarded message:

From: Tanya Anderson <tanya.anderson@gmail.com>
Subject: Re: Bear proofing guidelines
Date: August 22, 2022 at 2:29:37 PM MDT
To: Josh Johnson <jjohnson@idahoconservation.org>

Hi Josh,

Good to hear from you! An engaged citizen from Ketchum called me a few weeks ago with some questions about bear-proofing. It was an early stage conversation, so my advice was to include all stakeholders in the conversation from the beginning (waste haulers, agencies, nonprofits, bear lovers, bird lovers, etc).

What type of resources are you looking for? You can find the staff report linked in the agenda from the 8/15 regular council meeting on the [town of Jackson website](#). In it there is a link to [this study](#) from Durango. My biggest takeaway here was that self-locking containers are critical. Conservation groups used this study to advocate for an ordinance across the entire town, though it isn't accurate to apply outcomes of a north/south study to zoning on the outskirts of town vs. downtown core. We chose to focus on the high conflict zones and monitor, as an ordinance across the entire town would take several years to do given supply chain issues, waste hauler staff capacity, and infrastructure changes needed for

the transition, and we felt an organized approach addressing high conflict areas first (and monitoring for effectiveness) was better than creating a patchwork quilt of compliance across town. Another article is [this one](#) on how education efforts aren't adequate to address the problem.

We used data from WY G&F regarding bear conflicts, and that was important to show the data.

Also, we amended wildlife feeding regulations at the same time, as crabapple trees and other attractants are as big of an issue as trash.

I'm happy to schedule a time to chat with you about this if you'd like. I check my work email, tanderson@jacksonwy.gov more frequently than this one.

Tanya

On Mon, Aug 22, 2022 at 10:08 AM Josh Johnson <jjohnson@idahoconservation.org> wrote:

Hi Tanya,

The city of Ketchum is looking into the bear proofing issue and I read in the JH News and Guide that you wrote the new proposed guidelines for Jackson? Are there any materials/resources you might be able to send my way that I could then pass along to the Ketchum city council as they consider this issue?

Thanks,
Josh

--

Josh Johnson (he/him)
Acting Central Idaho Director
Idaho Conservation League
PO Box 2671, Ketchum, ID 83340
[Shoshone-Bannock Traditional Lands](#)
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Courtney Hamilton
208.481.1211



City of Ketchum

PROCLAMATION

- Whereas,** World Suicide Prevention Day is observed each year on September 10th and September is known as National Suicide Prevention Awareness Month, intended to help raise awareness surrounding suicide prevention resources available in the community; and
- Whereas,** suicidal thoughts can affect anyone regardless of age, gender, race, orientation, income level, religion or background and is the tenth leading cause of death in the United States and the second leading cause of death of people ten to 34 years of age; and
- Whereas,** the 5B Suicide Prevention Alliance is committed to raising awareness, providing education and training on suicide prevention, and reducing stigma as all need occasional reminder that all silently fight their own battles; and
- Whereas,** every citizen and community can make a difference in helping end the silence and stigma that for too long has surrounded mental illness and discouraged people from getting the help they need; and
- Whereas,** public education and civic activities can encourage mental health and help improve the lives of individuals and families affected by mental illness.

NOW THEREFORE, I, Neil Bradshaw, Mayor of the City of Ketchum, do hereby proclaim the month of September 2022 as National Suicide Prevention and Recovery Month in the City of Ketchum, and call upon our citizens, public and private institutions, businesses and schools to recommit our city to increasing awareness and understanding of suicide prevention, and the need for appropriate and accessible services to assist individuals in crisis.



CALL TO ORDER: *(00:10:17 in video)*

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

Roll Call:

Mayor Neil Bradshaw
Courtney Hamilton
Michael David (via teleconference)
Jim Slanetz
Amanda Breen

Also Present:

Jade Riley - City Administrator
Lisa Enourato – Interim City Clerk
Shellie Gallagher – Treasurer
Suzanne Frick – Director Planning and Building
Matt Johnson – City Attorney

COMMUNICATIONS FROM MAYOR AND COUNCILORS:

Amanda Breen asked about follow-up to weed complaints. Jade Riley commented the property owners had been contacted and will follow up on progress.

Mayor Bradshaw and Jim Slanetz commented on the last Ketchum Alive concert of the season on Tuesday night.

CONSENT AGENDA: *(00:03:12 in video)*

Motion to approve the Consent Agenda items 2-13.

Motion made by Jim Slanetz; Seconded by Amanda Breen.

Ayes: Amanda Breen, Michael David, Courtney Hamilton, Jim Slanetz.

Nays: None

PUBLIC HEARING

16. First Reading of Ordinance 1241, Wastewater Revenue Bond Election *(00:04:20 in video)*

Presented by Jade Riley and Michael Keith of Zions Bank.

Public Comment:

Perry Boyle *(00:15:55 in video)*

Motion to hold the First Reading of Ordinance 1241, by title only.

Motion made by Courtney Hamilton; Seconded by Jim Slanetz.

Ayes: Amanda Breen, Michael David, Courtney Hamilton, Jim Slanetz.

Nays: None

First Reading by Lisa Enourato. (00:34:28 in video)

NEW BUSINESS: (00:37:50 in video)

17. Director Suzanne Frick and City Administrator Jade Riley presented an analysis of cost recovery of Planning fees. Council requested additional information on fee increases.

14. Second Reading of Ordinance 1238, Amended FY22 Budget (01:00:10 in video)

No Public Comments given.

Motion to hold the Second Reading of Ordinance 1238, by title only and schedule for third reading.

Motion made by Courtney Hamilton; Seconded by Jim Slanetz.

Ayes: Amanda Breen, Michael David, Courtney Hamilton, Jim Slanetz.

Nays: None

Second Reading by Lisa Enourato. (01:02:02 in video)

15. Second Reading of Ordinance 1239, Amended FY23 Budget (01:02:34 in video)

Public Comments:

Perry Boyle (01:02:44 in video)

Motion to hold the Second Reading of Ordinance 1239, by title only and schedule for third reading.

Motion made by Amanda Breen; Seconded by Courtney Hamilton.

Ayes: Amanda Breen, Michael David, Courtney Hamilton, Jim Slanetz.

Nays: None

Second Reading by Lisa Enourato. (01:10:26 in video)

EXECUTIVE SESSION (01:11:03 in video)

Motion to move to executive session pursuant to Idaho Code §74-206(1)(f) to communicate with legal counsel on pending/probable litigation.

Motion made by Courtney Hamilton; Seconded by Amanda Breen.

Ayes: Amanda Breen, Michael David, Courtney Hamilton, Jim Slanetz.

Nays: None

ADJOURNMENT:

Motion to adjourn at 5:25 p.m.

Motion made by Amanda Breen; Seconded by Courtney Hamilton.

Ayes: Amanda Breen, Michael David, Courtney Hamilton, Jim Slanetz.

Nays: None

Mayor Neil Bradshaw

Interim City Clerk Lisa Enourato

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				
01-2300-0000 DEPOSITS-PARKS & EVENTS				
MURPHY, LEANNE	CR 081822	SECURITY DEPOSIT RETURNED	250.00	
ROTHGEB, NANCE	CR 081822	SECURITY DEPOSIT- ROTARY PARK	250.00	
01-3700-3600 REFUNDS & REIMBURSEMENTS				
MOUNTAINWOOD CONSTRUCTI	CR 081522	DOUBLE PAYMENT REFUND- INV 5940	31,519.00	
PETER WEAVER LIVING TRUST	CR 081022	REFUND: BUILDNG PLAN CHECK/FIRE CHECK	515.00	
Total :			32,534.00	
ADMINISTRATIVE SERVICES				
01-4150-3100 OFFICE SUPPLIES & POSTAGE				
ATKINSONS' MARKET	08519398	III-A MEETING SNACKS/JUICE	51.57	
CASH	081522	REIMBURSE PETTY CASH DRAWER - PROPANE	26.03	
COPY & PRINT, L.L.C.	123420	NOTEBOOKS, PADS, ENVELOPES, PENS, STICKIES	1,183.73	
COPY & PRINT, L.L.C.	123693	Envelopes, SCISSORS, AVERY	66.91	
COPY & PRINT, L.L.C.	123711	ENVELOPES	55.98	
GEM STATE PAPER & SUPPLY	1077591-01	COFFEE	95.49	
GEM STATE PAPER & SUPPLY	1080200	PAPER TOWELS, SUPERWARE	167.81	
01-4150-4200 PROFESSIONAL SERVICES				
ATKINSONS' MARKET	09567623	SEAN FLYNN BASKET	104.79	
CNA SURETY DIRECT BILL	61838199 10/1	Premium payment 61838199	156.00	
VALLEY TEMP SERVICES INC	0000010449	ELIZABETH INSINGER	624.00	
VALLEY TEMP SERVICES INC	0000010452	ELIZABETH INSINGER	130.00	
BD CONSULTING	KET 2022-06	GENERAL DISCUSSIONS, CIP, W&WW REVIEW	712.50	
01-4150-4400 ADVERTISING & LEGAL PUBLICATIO				
EXPRESS PUBLISHING, INC.	10002196 0731	12650907	735.84	
EXPRESS PUBLISHING, INC.	10002196 0731	12650904	28.52	
EXPRESS PUBLISHING, INC.	10002196 0731	12650908	735.84	
EXPRESS PUBLISHING, INC.	10002196 0731	12650909	155.52	
EXPRESS PUBLISHING, INC.	10002196 0731	12650919	155.52	
EXPRESS PUBLISHING, INC.	10002196 0731	12650236	263.52	
01-4150-4902 TRAINNG/TRVL/MTG-CITY ADM/ASST				
RILEY, JADE	TE 083122	MILEAGE-306	171.00	
RILEY, JADE	TE 083122	HOTEL	174.79	
01-4150-5100 TELEPHONE & COMMUNICATIONS				
CENTURY LINK	2087264135 86	2087264135 862B 081322	947.51	
CENTURY LINK	2087265574 24	2087265574 240B 081322	62.10	
INTEGRATED TECHNOLOGIES	197890	PRINTER CONTRACT 07/17/22-8/16/22	518.66	
SYRINGA NETWORKS, LLC	20303 080122	146525 080122	650.00	
SYRINGA NETWORKS, LLC	20303 080122	703592 080122	500.00	
SYRINGA NETWORKS, LLC	20303 080122	702109 080122	800.00	
SYRINGA NETWORKS, LLC	20303 080122	702110 080122	800.00	
SYRINGA NETWORKS, LLC	20303 080122	146524 080122	650.00	
COX BUSINESS	0012401050589	0012401050589901 080622	173.39	

Vendor Name	Invoice Number	Description	Net Invoice Amount	Purchase Order Number
01-4150-5110 COMPUTER NETWORK				
CIVICPLUS LLC	237572	ONLINE CODE HOSTING-MYMUNICODE	1,195.00	
DELL FINANCIAL SERVICES	15524270	INBOUND END OF LEASE	2,450.00	
DELL FINANCIAL SERVICES	81390376	001-8998447-005 AUGUST 22	454.26	
LEAF	13453250	100-6877711-001 AUGUST 22	958.44	
01-4150-5150 COMMUNICATIONS				
SNEE, MOLLY	2215	Monthly Retainer: JULY	4,150.00	
01-4150-5200 UTILITIES				
CLEAR CREEK DISPOSAL	0001558561	4TH ST RECYCLE	31.80	
IDAHO POWER	2203990334 08	2203990334 081222	60.57	
IDAHO POWER	2206570869 08	2206570869 082622	15.74	
Total ADMINISTRATIVE SERVICES:			20,212.83	
LEGAL				
01-4160-4200 PROFESSIONAL SERVICES				
WHITE PETERSON	24892R 073122	General Services 24892R 073122	13,085.00	
Total LEGAL:			13,085.00	
PLANNING & BUILDING				
01-4170-4210 PROFESSIONAL SERVICES - IDBS				
DIVISION OF BUILDING SAFETY	0622BPF	June 22 BUILDING PERMIT FEES	24,150.00	
DIVISION OF BUILDING SAFETY	0722 BPF	JuLY 22 BUILDING PERMIT FEES	31,796.09	
01-4170-4400 ADVERTISING & LEGAL PUBLICATIO				
EXPRESS PUBLISHING, INC.	10002196 0731	12650301	74.52	
EXPRESS PUBLISHING, INC.	10002196 0731	12650905	62.56	
EXPRESS PUBLISHING, INC.	10002196 0731	12650948	92.00	
EXPRESS PUBLISHING, INC.	10002196 0731	12650300	66.24	
EXPRESS PUBLISHING, INC.	10002196 0731	12651331	81.88	
Total PLANNING & BUILDING:			56,323.29	
NON-DEPARTMENTAL				
01-4193-4200 PROFESSIONAL SERVICE				
BLAINE COUNTY TREASURER	CR 081822	BIKE PED MASTER PLAN MOU 2022	2,500.00	
DIXON RESOURCES UNLIMITED	3272	PARKING CONSULTANT SERVICES- TASK ORDER 2	2,941.25	22082
01-4193-6500 CONTRACT FOR SERVICE				
BLAINE COUNTY TREASURER	#SCP-823001	INTERIM BUDGET REQUEST TO FUND STUDENT INTERN PROGRAM	3,630.00	22041
Total NON-DEPARTMENTAL:			9,071.25	
FACILITY MAINTENANCE				
01-4194-3200 OPERATING SUPPLIES				
CHATEAU DRUG CENTER	2586578	PLUNGER, DRUM AUGER	25.63	
CHATEAU DRUG CENTER	2586873	ATLAS LATEX ASST	4.74	
GEM STATE PAPER & SUPPLY	1079892	TRASH BAGS	499.22	
OHIO GULCH TRANSFER STATIO	226714	.14 TON TRANSFER	9.10	

Vendor Name	Invoice Number	Description	Net Invoice Amount	Purchase Order Number
01-4194-3500 MOTOR FUELS & LUBRICANTS				
UNITED OIL	1000647	38950 081522	748.69	
01-4194-4200 PROFESSIONAL SERVICES				
LUNCEFORD EXCAVATION, INC.	13542	ASPHALT PATCH, LABOR	510.00	
01-4194-5200 UTILITIES				
IDAHO POWER	2203313446 08	2203313446 081122	5.81	
INTERMOUNTAIN GAS	32649330001 0	130 S 1 AVE	11.99	
01-4194-5900 REPAIR & MAINTENANCE-BUILDINGS				
CHEM-DRY OF SOUTHERN ID	14013	CHAIR CLEANING	125.00	
L.L. GREEN'S HARDWARE	D64634	AIR CONDITIONER	494.99	
OEC	KETHCUM C	SINGLE RESTROOM DIRECTIONAL SIGN	139.00	
01-4194-5910 REPAIR & MAINT-491 SV ROAD				
CENTURY LINK	2087250932 03	2087250932 035B 080422	59.94	
CHATEAU DRUG CENTER	2590518	AERATOR	4.74	
LUTZ RENTALS	134100-1	SNAKE, 50' HAND	23.76	
01-4194-5950 REPAIR & MAINT-WARM SPRINGS PR				
CLEAR CREEK DISPOSAL	0001557382	1803 Warm Springs Road	124.52	
PIPECO, INC.	S4740376.001	ORANGE MARKING PAINT	64.76	
PIPECO, INC.	S4745773.001	COUPLING, INSERT TEE	16.70	
PIPECO, INC.	S4752023.001	EZ-OUT 1" CORONA	12.69	
01-4194-6100 REPAIR & MAINT--MACHINERY & EQ				
SAWTOOTH WOOD PRODUCTS, I	0000134689	RIDER PLATE, NYLOCK NUT	50.06	
SAWTOOTH WOOD PRODUCTS, I	0000135299	BLADES	77.98	
HIGH DESERT BOBCAT	W01081	REPLACE LIGHT BULDS, SERVICE UPDATE	1,642.15	
01-4194-6950 MAINTENANCE				
A.C. HOUSTON LUMBER CO.	2207-950192	NAILS, WD-40	17.89	
A.C. HOUSTON LUMBER CO.	2207-956746	4*8 WOOD	173.06	
A.C. HOUSTON LUMBER CO.	2207-970526	IRRIGATION PARTS	18.48	
A.C. HOUSTON LUMBER CO.	2208-961259	1*6 GORMAN	38.41	
A.C. HOUSTON LUMBER CO.	2208-962674	TUBE CUTER, END CAP	22.88	
A.C. HOUSTON LUMBER CO.	2208-963299	2*8 & 4*8 WOOD FOR ORE WAGON MUSEUM	64.02	
A.C. HOUSTON LUMBER CO.	2208-963913	4IN1 SHOE RASP, BLADE RECIP CART	29.18	
A.C. HOUSTON LUMBER CO.	2208-963916	GREAT STUFF WINDOW AND DOOR	7.29	
A.C. HOUSTON LUMBER CO.	2208-964238	2*8 FIR	30.00	
A.C. HOUSTON LUMBER CO.	2208-967198	SCREWS, TORX BITS	51.34	
A.C. HOUSTON LUMBER CO.	2208-967803	TRASH CAN, LIDS	133.96	
A.C. HOUSTON LUMBER CO.	2208-969761	JIG SAW BLADE	9.89	
A.C. HOUSTON LUMBER CO.	2208-969918	HAMMER AND NAILS	34.29	
CEM AQUATICS	KET01	STENNER PUMP	474.55	
CHATEAU DRUG CENTER	2553252	Bulb, FLOOD LIGHT	31.33	
CHATEAU DRUG CENTER	2553266	BULBS	12.34	
CHATEAU DRUG CENTER	2569352	ORANGE DUCT TAPE	4.74	
CHATEAU DRUG CENTER	2589629	HDMI CABLE, WINDEX	16.13	
CHATEAU DRUG CENTER	2589997	LAMINATED PADLOCK	56.96	
IRISH ELECTRIC	80122	KD DESIGNS WELDED STEEL PLUG	3,536.00	
L.L. GREEN'S HARDWARE	A673239	LAWN FAUCET	11.49	
L.L. GREEN'S HARDWARE	B390654	VALVE, CLAMP,FASTENERS	39.75	
MOSS GARDEN CENTER	207392	TOP SOIL	38.35	
PIPECO, INC.	S4707997.001	PVC ELBOWS, BUSHING	20.06	
PIPECO, INC.	S4708237.001	SOLENOID, YELLOW GORILLA NUT	31.79	

Vendor Name	Invoice Number	Description	Net Invoice Amount	Purchase Order Number
PIPECO, INC.	S4738996.001	MALE ADAPTER, WORM DRIVE CLAMP	11.32	
PIPECO, INC.	S4748774.001	Blue MONSTER TEFLON, WIRE CONNECTOR, PVC ELBOW	34.19	
PIPECO, INC.	S4753219.001	SPRINKLER PARTS, PIPES, INSERTS	52.13	
PIPECO, INC.	S4754174.001	INSERT ELBOWS	3.47	
PIPECO, INC.	S4754201.001	COUPLINGS, PVC PIPE	156.36	
PIPECO, INC.	S4755067.001	PINCH TOOL DAWN	10.40	
SAWTOOTH WOOD PRODUCTS, I	0000135302	ALUMINUM TIES	95.00	
SILVER CREEK SUPPLY	0007561034-00	SPRINKLER ROTOR	452.01	
SONNTAG RECREATION, LLC	22097	Freight	1,144.00	22072
Total FACILITY MAINTENANCE:			11,514.53	
POLICE				
01-4210-3100 OFFICE SUPPLIES & POSTAGE				
CHATEAU DRUG CENTER	2585231	CUTEX, TAPE	42.72	
PARTEK SOLUTIONS	26098	Yellow Envelopes	638.23	
01-4210-3200 OPERATING SUPPLIES				
CHATEAU DRUG CENTER	2586753	RIP HAMMER	16.14	
01-4210-3620 PARKING OPS EQUIPMENT FEES				
CALE AMERICA, INC.	170747	AUG 2022 METERS	169.05	
01-4210-5100 TELEPHONE & COMMUNICATIONS				
CENTURY LINK	2087267848 10	2087267848 105 081322	143.83	
Total POLICE:			1,009.97	
FIRE & RESCUE				
01-4230-3200 OPERATING SUPPLIES FIRE				
ATKINSONS' MARKET	03613505	WHITE CLOUD RIVER RU	30.73	
ATKINSONS' MARKET	04231158	WHITE CLOUD RIVER RU	27.54	
BUSINESS AS USUAL INC.	159286	ROUND STICK, SARASA, POSTIT, SHARPIE	66.95	
INTEGRATED TECHNOLOGIES	196832	M7892-01 08/08/22	5.69	
TREETOP PRODUCTS INC	#SOTRE98767	TABLE/BENCHES	2,407.34	
01-4230-3210 OPERATING SUPPLIES EMS				
ATKINSONS' MARKET	03613505	WHITE CLOUD RIVER RU	30.73	
ATKINSONS' MARKET	04231158	WHITE CLOUD RIVER RU	27.54	
BOUNDTREE MEDICAL	84633673	Medical Supplies, Drugs	101.50	
BOUNDTREE MEDICAL	84633673	Medical EQUIPMENT	207.50	
BUSINESS AS USUAL INC.	159286	ROUND STICK, SARASA, POSTIT, SHARPIE	66.95	
INTEGRATED TECHNOLOGIES	196832	M7892-01 08/08/22	5.70	
NORCO	35293515	52355 063022	60.30	
NORCO	35294617	54794 063022	175.50	
NORCO	35517951	52355 073122	62.31	
NORCO	35519049	554794 073122	181.35	
STRYKER SALES CORPORATION	3850397	BATTERY	204.08	
HENRY SCHEIN	23490764	EMS MEDICAL DRUGS	102.02	
HENRY SCHEIN	23683382	MEDICAL EQUIPMENT	659.83	
TREETOP PRODUCTS INC	#SOTRE98767	TABLE/BENCHES	2,407.34	
01-4230-3500 MOTOR FUELS & LUBRICANTS FIRE				
UNITED OIL	1000540	37267 081522	660.65	
UNITED OIL	1000658	39060 081522	298.29	

Vendor Name	Invoice Number	Description	Net Invoice Amount	Purchase Order Number
UNITED OIL	996121	37267 061522	647.39	
UNITED OIL	997426	39060 063022	297.03	
UNITED OIL	998502	39060 071522	335.21	
UNITED OIL	999605	39060 073122	419.42	
01-4230-3510 MOTOR FUELS & LUBRICANTS EMS				
UNITED OIL	997262	37267 063022	713.66	
UNITED OIL	999450	37267 073122	1,317.64	
01-4230-4903 ASSISTANT FIRE CHIEF TRAINING				
ATKINSONS' MARKET	10601287	ORANGES	23.45	
01-4230-4910 TRAINING EMS				
MINIDOKA MEMORIAL HOSPITA	13-03436	ACLS Ecards	1,620.00	
01-4230-4920 TRAINING-FACILITY				
IDAHO POWER	2224210258 08	2224210258 080922	16.22	
01-4230-5100 TELEPHONE & COMMUNICATION FIRE				
SYRINGA NETWORKS, LLC	20303 080122	703718 080122	475.00	
AT&T MOBILITY LLC	287307161044	287307161044 072322	1,353.23	
01-4230-5110 TELEPHONE & COMMUNICATION EMS				
SYRINGA NETWORKS, LLC	20303 080122	703719 080122	475.00	
01-4230-5200 UTILITIES				
CLEAR CREEK DISPOSAL	0001557829	2313 082922	280.77	
01-4230-5900 REPAIR & MAINTENANCE-BUILDINGS				
UPS STORE #2444	MMN7FR5ZD	Shipping: TOOLS	8.61	
01-4230-6000 REPAIR & MAINT-AUTO EQUIP FIRE				
A.C. HOUSTON LUMBER CO.	2207-945073	BOLTS, WASHERS, NYLON LOCKNUT	1.10	
GRAINGER, INC., W.W.	9401229621	MOTORCYCLE CHOCK	123.76	
RIVER RUN AUTO PARTS	6538-180525	OIL, PRIME GUARD	10.97	
RIVER RUN AUTO PARTS	6538-180966	BATTERY C31-10ST	759.80	
RIVER RUN AUTO PARTS	6538-181690	AIR FILTERS	52.44	
01-4230-6010 REPAIR & MAINT-AUTO EQUIP EMS				
A.C. HOUSTON LUMBER CO.	2207-945073	BOLTS, WASHER, NYLON LOCKNUT	1.10	
RIVER RUN AUTO PARTS	6538-180525	Oil, PRIME GUARD	10.97	
01-4230-6100 REPAIR & MAINT--MACHINERY & EQ				
GRAINGER, INC., W.W.	9414236209	CREDIT MEMO: MOTORCYCLE CHOCK	123.76-	
PIPECO, INC.	S4746933.001	PVC PIPE	20.80	
01-4230-6110 REPAIR & MAINT--MACHINERY & EQ				
RMEV ACQUISITION CORP	1333	GREEN LAMP SHORELINE	105.99	
01-4230-6900 OTHER PURCHASED SERVICES FIRE				
APEX	00035623	Service: KFD DOOR NOT WORKING	270.00	
SENTINEL FIRE & SECURITY, IN	79968	6702- 107 SADDLE ROAD KETCHUM	52.43	
BLUE AND PINE CREATIVE INC	540	Graphic Design Work For Fire Poster	275.00	
01-4230-6910 OTHER PURCHASED SERVICES EMS				
APEX	00035623	Service: KFD DOOR NOT WORKING	270.00	
PIPECO, INC.	S4746933.001	PVC PIPE	20.80	
SENTINEL FIRE & SECURITY, IN	79968	6702- 107 SADDLE ROAD KETCHUM	52.42	

Vendor Name	Invoice Number	Description	Net Invoice Amount	Purchase Order Number
UPS STORE #2444	MMN7FR5ZD	Shipping: TOOLS	8.61	
BLUE AND PINE CREATIVE INC	540	Graphic Design Work For Fire Poster	275.00	
Total FIRE & RESCUE:			17,959.90	
STREET				
01-4310-3200 OPERATING SUPPLIES				
CHATEAU DRUG CENTER	2584662	DIGITAL CALCULATOR	14.24	
CHATEAU DRUG CENTER	2585533	FACUECT FILTER	108.26	
D & B SUPPLY INC.	95183	WORK BOOTS	179.99	
GEM STATE PAPER & SUPPLY	1080072	BATH TISSUE, FACIAL TISSUE, PAPER TOWELS, GLASS CLEANER	226.09	
NAPA AUTO PARTS	115766	GLOVES, SILICONE, 16 PB	58.62	
01-4310-3400 MINOR EQUIPMENT				
PIPECO, INC.	S4737759.001	HOSE FITTING	4.03	
01-4310-3500 MOTOR FUELS & LUBRICANTS				
UNITED OIL	1000542	37269 081522	2,429.47	
01-4310-4200 PROFESSIONAL SERVICES				
S. ERWIN EXCAVATION INC	22-656	Chip Hauling	2,957.50	
EXPRESS PUBLISHING, INC.	10002196 0731	12649427	87.50	
01-4310-5200 UTILITIES				
IDAHO POWER	2204882910 07	2204882910 071422	363.19	
IDAHO POWER	2204882910 08	2204882910 081322	445.19	
INTERMOUNTAIN GAS	32649330001 0	911 WARM SPRINGS	35.15	
INTERMOUNTAIN GAS	32649330001 0	200 E 10 ST	19.38	
01-4310-6000 REPAIR & MAINT--AUTOMOTIVE EQU				
NAPA AUTO PARTS	114410	REDUCER SLEEVE	23.99	
01-4310-6100 REPAIR & MAINT--MACHINERY & EQ				
COLOR HAUS, INC.	262121	STAIN FOR GOOSENECK TRAILER	52.99	
LACAL EQUIPMENT, INC.	0372149-IN	BELT REPAIR SPLICE KIT & SPARE	1,840.75	
NAPA AUTO PARTS	115144	FUEL FILTERS, DYNAMIC ROLLER	34.66	
NAPA AUTO PARTS	116091	OiL CAPS	9.08	
PIPECO, INC.	S4739978.001	GALV COUPLING	1.56	
WESTERN STATES CAT	IN002116150	OIL FILL CAP	38.15	
01-4310-6910 OTHER PURCHASED SERVICES				
ALSCO - AMERICAN LINEN DIVI	LBOI1011677	VARIOUS SUPPLIES (MATS, MOPS, TOWELS, ETC) 2021-2022 CONTRACT	38.87	22022
ALSCO - AMERICAN LINEN DIVI	LBOI2013450	VARIOUS SUPPLIES (MATS, MOPS, TOWELS, ETC) 2021-2022 CONTRACT	38.87	22022
CINTAS	5121476784	MEDICINE CABINET SERVICES	195.09	
NORCO	34827871	53271 043022	238.50	
NORCO	35602908	53271 081022	50.60	
01-4310-6920 SIGNS & SIGNALIZATION				
A.C. HOUSTON LUMBER CO.	2208-970490	CAMPER SEAL TAPE, FASTENERS, GORILLA SILICONE	23.60	
ECONO SIGNS LLC	10-977008	BARRICADE AND ROAD CLOSED SIGNS	1,108.80	
01-4310-6930 STREET LIGHTING				
IDAHO POWER	2200506786 08	2200506786 082522	7.60	
IDAHO POWER	2201174667 08	2201174667 082522	11.60	

Vendor Name	Invoice Number	Description	Net Invoice Amount	Purchase Order Number
IDAHO POWER	2202627564 08	2202627564 082522	8.73	
IDAHO POWER	2204882910 07	2204882910 071422	707.05	
IDAHO POWER	2204882910 08	2204882910 081322	707.05	
IDAHO POWER	2205963446 08	2205963446 082522	61.62	
IDAHO POWER	2224304721 08	2224304721 081122	5.31	
01-4310-6950 MAINTENANCE & IMPROVEMENTS				
A.C. HOUSTON LUMBER CO.	2208-959231	CONCRETE, PALLET	255.50	
ANDERSON ASPHALT PAVING IN	310	91.97 TONS OF ASPHALT PICKUP JULY 2022	12,798.65	
CHATEAU DRUG CENTER	2591472	3V BATTERY	14.24	
COLOR HAUS, INC.	259872	RED, YELLOW MARKING PAINT	442.95	
COLOR HAUS, INC.	261661	TRAFFIC PAINT, BLUE MARKING PAINT	551.36	
COLOR HAUS, INC.	261937	SCOTCH BRITE PAD	9.95	
COLOR HAUS, INC.	262084	PRO SOLUTIONS	17.39	
COLOR HAUS, INC.	262093	WHITE TEE RAGS	9.40	
IDAHO POWER	2200059315 08	2200059315 082522	5.31	
Total STREET:			26,237.83	
RECREATION				
01-4510-3200 OPERATING SUPPLIES				
CHATEAU DRUG CENTER	2583930	PASTALINA COLOR SETS, NEON ART, FINGERPRINT PAD	55.06	
CHATEAU DRUG CENTER	2590119	SHARPIE, COAT HOOK, EXPO	27.49	
CHATEAU DRUG CENTER	2594945	DAWN SOAP	11.38	
MOUNTAIN RIDES	11956	VAN POOL SERVICES	100.00	
01-4510-3250 RECREATION SUPPLIES				
CASH	081522	REIMBURSE PETTY CASH DRAWER- MOVIE FRIDAY	112.00	
NORCO	35602908	53271 081022	82.63	
WEBB LANDSCAPING	K-IN-171686	GARDEN BAGS, LADY BUGS	48.97	
WEBB LANDSCAPING	K-IN-175391	LADY BUGS	23.98	
01-4510-3300 RESALE ITEMS-CONCESSION SUPPLY				
ATKINSONS' MARKET	04240449	JOLLY RANCHER, PIZZA	77.06	
ATKINSONS' MARKET	05564616	BATTERIES, FLOUR, EGGS, SALSA PRODUCE	68.23	
01-4510-3500 MOTOR FUELS & LUBRICANTS				
UNITED OIL	1000541	37268 081522	99.08	
01-4510-4200 PROFESSIONAL SERVICE				
CLEAR CREEK LAND CO. LLC	0000035730	180 090122	231.00	
01-4510-5200 UTILITIES				
IDAHO POWER	2206452274 08	2206452274 082322	617.03	
INTERMOUNTAIN GAS	31904030009 0	31904030009 082522	11.99	
Total RECREATION:			1,565.90	
Total GENERAL FUND:			189,514.50	
WAGON DAYS FUND				
WAGON DAYS EXPENDITURES				
02-4530-3200 OPERATING SUPPLIES				
JUDY'S DESIGN HOUSE LLC	001765	Wagon Days	70.00	

Vendor Name	Invoice Number	Description	Net Invoice Amount	Purchase Order Number
02-4530-3250 SOUVENIRS SUPPLIES				
DAVIS EMBROIDERY INC.	40646	WAGON DAYS CAPS	876.00	
OLENICK, MICHAEL	CR 082222	WAGON DAYS POSTER SALE REIMBURSEMENT	2,434.90	
02-4530-4200 PROFESSIONAL SERVICES				
LIVE AUDIO PRODUCTION LLC	WDP 088	WAGON DAYS - Sound and Backline, multiple locations	3,625.00	
SUN VALLEY EVENTS	1015	Wagon Days Professional Services	4,062.50	22063
SUN VALLEY EVENTS	CR 082922	2022- WAGON DAYS	4,453.00	
RED MEADOWS RESORT, INC	CR 082922	2022 WAGON DAYS	23,732.00	
AMANDA RENE PHOTOGRAPHY	9	Wagon Days 2022	1,350.00	
NEIDRICH, TERI	CR 082922	2022- WAGON DAYS	350.00	
NEIDRICH, DAVE	CR 082922	2022- WAGON DAYS	350.00	
KETCHUM, TYLOR	614553.2	ARTIST HALF- WAGON DAYS	1,100.00	
DECKARD, JESSE	CR 082922	2022 WAGON DAYS	350.00	
APSHAGA, LAURA	CR 082922	2022 WAGON DAYS	350.00	
SUN VALLEY SUNS	CR 083122	2022- WAGON DAYS- SCOOPERS	265.00	
02-4530-4210 PARADE PARTCPNT/FIDDLERS/POETS				
PINSON, BRUCE	CR 082922	2022- WAGON DAYS	300.00	
DILLWORTH, BRYAN	CR 082922	2022- WAGON DAYS	150.00	
EH CAPA BAREBACK RIDERS	CR 082922	2022- WAGON DAYS	2,000.00	
KELLER, MAX	CR 082922	Wagon Days Participant-2022	550.00	
PRICE, BOBBY	CR 082922	2022- WAGON DAYS	600.00	
RUBY, HAROLD	CR 082922	2022- WAGON DAYS	500.00	
RUBY, HELEN	CR 082922	2022- WAGONS DAYS	400.00	
SWAINSTON, MIKE	CR 082922	2022- WAGON DAYS	450.00	
TOMASKI, BOB	CR 082922	2022- WAGON DAYS	2,600.00	
HALVERSON, MIC	CR 082922	2022- WAGON DAYS	150.00	
ANGEL, COLT	CR 082922	2022- WAGON DAYS	300.00	
ST. CLAIR, SAM	CR 082922	2022- WAGON DAYS	600.00	
RUBY, JIM	CR 082922	2022- WAGON DAYS	595.00	
SMITH, MONTE	CR 082922	Wagon Days Participant	600.00	
WILLIAMS, JEANNIE	CR 082922	2022- WAGONS DAYS	599.00	
JONES, RODNEY	CR 082922	Wagon Days- 2022	600.00	
SHERBINE, ROCKY	CR 082922	2022- WAGONS DAYS	250.00	
ROOT, BILL	CR 082922	2022- WAGON DAYS	595.00	
SNAKE RIVER STAMPEDE	CR 082922	2022- WAGON DAYS	500.00	
WILCOX, JERRY	CR 082922	2022- WAGON DAYS	525.00	
LOCKYER, SILVIA	CR 082922	2022-WAGON DAYS	350.00	
VILLA, SALMA LIZET GALVEZ	CR 083022	2022- WAGON DAYS- ESCARRAMUCCA	450.00	
WILLIAMS, JAKE	CR 082922	2022 WAGON DAYS	599.00	
WILLIAMS, JUSTIN	CR 082922	2022- WAGON DAYS	599.00	
WILLIAMS, JARED	CR 082922	2022- WAGON DAYS	599.00	
SANCHEZ, PALOMA	CR 083022	2022- WAGON DAYS- ESCARRAMUCCA	450.00	
WILCOX, SYLVIA	CR 082922	2022- WAGON DAYS	525.00	
TONE, JAMES	CR 082922	2022- WAGON DAYS	595.00	
TONE, JESSE	CR 082922	2022- WAGON DAYS	595.00	
BEASLEY, TEVOR	CR 082922	2022- WAGON DAYS	595.00	
WILLIAMS, JERAL	CR 082922	2022- WAGON DAYS	599.00	
CONE, DAN	CR 082922	2022- WAGON DAYS	500.00	
MCCLAIN, EVAN	CR 082922	2022- WAGON DAYS	400.00	
WHITEWOLF, RHONDA	CR 082922	2022- WAGON DAYS	595.00	
SEYMOUR, ARRIANA	CR 082922	2022- WAGON DAYS	120.00	
HAWKES, JAMES JOSHUA	CR 082922	2022- WAGON DAYS	3,000.00	
MILLICK, BETH	CR 082922	2022- WAGON DAYS	300.00	
BARBER, JB	CR 082922	2022- WAGON DAYS	300.00	
FULFS, DAVE	CR 082922	2022- WAGON DAYS	300.00	

Vendor Name	Invoice Number	Description	Net Invoice Amount	Purchase Order Number
02-4530-4220 GRAND MARSHAL DINNER				
BURKE BROTHERS BRONZE	1236	Wagon Days - Jewelry	220.00	
02-4530-4230 HISTORY/CHILDREN'S ACTIVITIES				
WAGONS HO OF IDAHO LLC	CR 0829222	WAGON DAYS KID ENTERTAINMENT	2,250.00	
TOM'S MINI TRAIN	CR 082922	WAGON DAYS KIDS ENTERTAINMENT	650.00	
02-4530-4240 CONCERT				
EDGE EVENT PRODUCTIONS	1197	SOUND, STAGE & LIGHTING EQUIPMENT FOR WAGON DAYS	13,815.00	
STEELSTRUM TOURING, INC	CR 082322	WAGON DAYS PERFORMANCE FINAL PAYMENT	10,000.00	
Total WAGON DAYS EXPENDITURES:			94,638.40	
Total WAGON DAYS FUND:			94,638.40	
GENERAL CAPITAL IMPROVEMENT FD				
GENERAL CIP EXPENDITURES				
03-4193-7100 SUN VALLEY RD MILL & OVERLAY				
EXPRESS PUBLISHING, INC.	10002196 0731	12650636	510.28	
EXPRESS PUBLISHING, INC.	10002196 0731	12650645	431.22	
CITY OF SUN VALLEY	2022-6	SUN VALLEY RD RECONSTRUCTION (JACOBS)	558,231.46	22098
CITY OF SUN VALLEY	2022-6	SUN VALLEY RD RECONSTRUCTION (JACOBS)	118,425.63	22098
JACOBS ENGINEERING GROUP, I	D3576100-009	Sun Valley Road Rehabilitation Engineering Design Services	2,947.50	22023
03-4193-7130 COORID0OR TIMING PLAN				
HDR ENGINEERING, INC.	1200453123	Warm Springs Road Corridor Alternatives Analysis	2,865.00	
03-4193-7193 MAIN ST/WARM SPRINGS DESIGN				
HDR ENGINEERING, INC.	10200453424	Main Street (SH-75) ALT ANALYSIS	2,785.00	
03-4193-7200 TECHNOLOGY UPGRADES				
CDW GOVERNMENT, INC.	BW11203	SFW-4Y RPR LAP ADH	387.02	
03-4193-7607 SIDEWALK CURB AND GUTTER				
BROWN AND CALDWELL	54452529	KETCHUM GUYER GEOTHERMAL EVALUATION	4,097.89	22096
Total GENERAL CIP EXPENDITURES:			690,681.00	
FACILITY MAINT CIP EXPENDITURE				
03-4194-7165 TRASH CANS (CITYWIDE) ADD				
SONNTAG RECREATION, LLC	22097	Skyline Trash Cans	10,146.00	22072
03-4194-7170 TRASH CANS (CITYWIDE) REPLACE				
SONNTAG RECREATION, LLC	22097	Skyline Trash Cans	10,146.00	22072
Total FACILITY MAINT CIP EXPENDITURE:			20,292.00	
POLICE CIP EXPENDITURES				
03-4210-7140 CSO VEHICLE (NEW)				
KARL MALONE FORD HAILEY	11621	F-150 CSO TRUCK PURCHASE	31,394.00	22125
KARL MALONE FORD HAILEY	CR 082322	F-150 CSO TRUCK	500.00	22125

Vendor Name	Invoice Number	Description	Net Invoice Amount	Purchase Order Number
Total POLICE CIP EXPENDITURES:			31,894.00	
FIRE & RESCUE CIP EXPENDITURES				
03-4230-7125 RESCUE (CITY PROVIDED)				
SIDE BY CUSTOMS	0000037	GENERAL 4 SEAT ROOF AN ROOF RACK	1,380.00	
Total FIRE & RESCUE CIP EXPENDITURES:			1,380.00	
STREETS CIP EXPENDITURES				
03-4310-7100 RECTANGLE RAPID FLASHING BEACO				
TRAFFIC SAFETY SUPPLY CO., I	INV051602	RRFB SYSTEM 3 POLE W/ MEDIAN	13,750.00	22100
Total STREETS CIP EXPENDITURES:			13,750.00	
Total GENERAL CAPITAL IMPROVEMENT FD:			757,997.00	
ORIGINAL LOT FUND				
ORIGINAL LOT TAX				
22-4910-6060 EVENTS/PROMOTIONS				
COPY CENTER LLC	2338	POSTER PRINTS	228.00	
ENVIRONMENTAL RESOURCE C	202214	Ketchum Alive Recycling Support	1,319.60	
ENVIRONMENTAL RESOURCE C	202214	SOLSTICE RECYCLING SUPPORT	715.00	
ENVIRONMENTAL RESOURCE C	202214	JAZZ IN THE PARK Recycling Support	825.40	
IDAHO SECURITY GROUP	317	KETCHUM ALIVE SECURITY	3,840.00	
HAWKES, JOSHUA	CR 081522	KETCHUM ALIVE SOUND ENGINEER	2,250.00	
SCHUBERT, CHARLES	CR 081722	TOWN SQUARE MUSIC - AUG 25TH	400.00	
22-4910-6070 SVED				
SUN VALLEY ECONOMIC DEVEL	1391	Specific Services	3,250.00	22003
Total ORIGINAL LOT TAX:			12,828.00	
Total ORIGINAL LOT FUND:			12,828.00	
IN-LIEU HOUSING FUND				
IN-LIEU HOUSING EXPENDITURES				
52-4410-7116 BLUEBIRD VILLAGE HOUSING				
KETCHUM COMMUNITY DEVEL	BLUEBIRD PE	BLUEBIRD COMMUNITY HOUSING PROJECT	551,551.18	22122
Total IN-LIEU HOUSING EXPENDITURES:			551,551.18	
Total IN-LIEU HOUSING FUND:			551,551.18	
STRATEGIC INITIATIVE FUND				
STRATEGIC INITIATIVE EXPENSE				
54-4410-4200 PROFESSIONAL SERVICES				
CONNELLY, CARISSA	11	extend 400 hours	14,463.75	22038
CONNELLY, CARISSA	11	COMMUNITY HOUSING CONSULTING	420.48	22038
EXPRESS PUBLISHING, INC.	10002196 0731	12650646	395.28	
AGNEW BECK CONSULTING INC	10632	IMPLEMENTATION PARTNERS QUARTERLY MEETING	678.75	
AGNEW BECK CONSULTING INC	10632	COUNTYWIDE LEADERSHIP COORDINATION MEETING	95.00	

Vendor Name	Invoice Number	Description	Net Invoice Amount	Purchase Order Number
RIAN ROONEY	1	LEASE TO LOCALS RENTAL PROGRAM	925.00	22121
Total STRATEGIC INITIATIVE EXPENSE:			16,978.26	
Total STRATEGIC INITIATIVE FUND:			16,978.26	
WATER FUND				
WATER EXPENDITURES				
63-4340-3120 DATA PROCESSING				
BILLING DOCUMENT SPECIALIS	83665	printing of bills and flyers	894.06	
63-4340-3200 OPERATING SUPPLIES				
A.C. HOUSTON LUMBER CO.	2208-967652	RECHARGE BATTERIES	23.98	
ALSCO - AMERICAN LINEN DIVI	LBOI2011683	VARIOUS SUPPLIES (MATS, MOPS, TOWELS, ETC) 2021-2022 CONTRACT	28.42	22022
ALSCO - AMERICAN LINEN DIVI	LBOI2011685	VARIOUS SUPPLIES (MATS, MOPS, TOWELS, ETC) 2021-2022 CONTRACT	56.43	
ALSCO - AMERICAN LINEN DIVI	LBOI2015269	VARIOUS SUPPLIES (MATS, MOPS, TOWELS, ETC) 2021-2022 CONTRACT	28.42	22022
ALSCO - AMERICAN LINEN DIVI	LBOI2015271	VARIOUS SUPPLIES (MATS, MOPS, TOWELS, ETC) 2021-2022 CONTRACT	56.43	
GO-FER-IT	112928	2 DELIVIERS	46.20	
TREASURE VALLEY COFFEE INC	2160:08411786	SQWINCHER STIX GRAPE	28.01	
63-4340-3500 MOTOR FUELS & LUBRICANTS				
UNITED OIL	1000544	37271 081522	475.84	
63-4340-3800 CHEMICALS				
GEM STATE WELDERS SUPPLY,I	840691	Hypochlorite Solution	558.00	
GEM STATE WELDERS SUPPLY,I	E269219	SODIUM HYPOCHLORIC	290.00	
63-4340-5100 TELEPHONE & COMMUNICATIONS				
CENTURY LINK	2087250715 08	2087250715 195B 080422	128.49	
SYRINGA NETWORKS, LLC	20303 080122	146523 080122	325.00	
VERIZON WIRELESS	9913413291	365516521-00001 081322	123.37	
63-4340-5200 UTILITIES				
DIG LINE	68662-IN	Monthly Fee	96.30	
IDAHO POWER	2202458903 08	2202458903 082022	327.82	
IDAHO POWER	2203658592 08	2203658592 0820	15,747.50	
IDAHO POWER	2206786259 08	2206786259 082022	21.92	
INTERMOUNTAIN GAS	32649330001 0	110 RIVER RANCH RD	5.29	
63-4340-6100 REPAIR & MAINT-MACH & EQUIP				
CHATEAU DRUG CENTER	2576620	LAV FAUCET	113.99	
Total WATER EXPENDITURES:			19,375.47	
Total WATER FUND:			19,375.47	
WATER CAPITAL IMPROVEMENT FUND				
WATER CIP EXPENDITURES				
64-4340-7650 WATER METERS				
FERGUSON ENTERPRISES, LLC	0822174	INSUL PAD, LID, VLV ASSY CHK	2,218.34	
FERGUSON ENTERPRISES, LLC	0828159	WASHER, NUT/BOLT	170.92	

Vendor Name	Invoice Number	Description	Net Invoice Amount	Purchase Order Number
64-4340-7800 CONSTRUCTION				
FERGUSON ENTERPRISES, LLC	0829141	6 REP CLMP	238.78	
FERGUSON ENTERPRISES, LLC	0831073	12*4 SS TAPN, RR RNG, FLG OL, ETC	2,204.90	
Total WATER CIP EXPENDITURES:			4,832.94	
Total WATER CAPITAL IMPROVEMENT FUND:			4,832.94	
WASTEWATER FUND				
WASTEWATER EXPENDITURES				
65-4350-3120 DATA PROCESSING				
BILLING DOCUMENT SPECIALIS	83665	printing of bills and flyers	1,341.09	
65-4350-3200 OPERATING SUPPLIES				
ALSCO - AMERICAN LINEN DIVI	LBOI2011683	VARIOUS SUPPLIES (MATS, MOPS, TOWELS, ETC) 2021-2022 CONTRACT	28.41	22022
ALSCO - AMERICAN LINEN DIVI	LBOI201184	VARIOUS SUPPLIES (MATS, MOPS, TOWELS, ETC) 2021-2022 CONTRACT	126.36	22022
ALSCO - AMERICAN LINEN DIVI	LBOI2015263	VARIOUS SUPPLIES (MATS, MOPS, TOWELS, ETC) 2021-2022 CONTRACT	38.87	22022
ALSCO - AMERICAN LINEN DIVI	LBOI2015269	VARIOUS SUPPLIES (MATS, MOPS, TOWELS, ETC) 2021-2022 CONTRACT	28.41	22022
ALSCO - AMERICAN LINEN DIVI	LBOI2015270	VARIOUS SUPPLIES (MATS, MOPS, TOWELS, ETC) 2021-2022 CONTRACT	126.36	22022
ATKINSONS' MARKET	05571378	Distilled Water	8.70	
CHATEAU DRUG CENTER	2593313	BATTERIES 8PK D	18.04	
FEDEX	940342710577	Shipping	44.29	
GEM STATE PAPER & SUPPLY	1079281	Laundry Detergent / Bath Tissue	142.22	
PIPECO, INC.	S4713035.001	Assembly grip / Gloves	18.45	
TREASURE VALLEY COFFEE INC	2160:08352687	COFFEE	65.36	
UPS STORE #2444	MMN7FR5DE	Shipping-Water Samples	13.92	
UPS STORE #2444	MMN7FR5SU1	Shipping-Water Samples	16.40	
UPS STORE #2444	MMN7FR5UB	Shipping-Water Samples	15.25	
UPS STORE #2444	MMN7FR5VT	Shipping-Water Samples	15.99	
65-4350-3500 MOTOR FUELS & LUBRICANTS				
UNITED OIL	1000543	37270 081522	204.01	
65-4350-3800 CHEMICALS				
ENVIRONMENTAL RESOURCE A	003774	chemicals	1,272.76	
NORTH CENTRAL LABORATORI	474775	Chemicals	1,161.12	
THATCHER COMPANY, INC.	2022100902491	CREDIT	500.00-	
USA BLUEBOOK	071217	SENSOR BOTTLE WM SQUARE HACH SAMPLE AND SURCHARGE	735.52	
65-4350-4200 PROFESSIONAL SERVICES				
EXPRESS PUBLISHING, INC.	10002196 0731	12650331	395.28	
EXPRESS PUBLISHING, INC.	10002196 0731	12650324	510.28	
65-4350-4900 PERSONNEL TRAINING/TRAVEL/MTG				
OXFORD SUITES BOISE	BSE-10813	Reservation #147094 - Frank Suwanrit	294.00	
65-4350-5100 TELEPHONE & COMMUNICATIONS				
CENTURY LINK	2087268953 40	2087268953 402B 081322	64.50	
SYRINGA NETWORKS, LLC	20303 080122	146523 080122	325.00	
VERIZON WIRELESS	9913267557	965494438 090222	66.25	

Vendor Name	Invoice Number	Description	Net Invoice Amount	Purchase Order Number
65-4350-5200 UTILITIES				
IDAHO POWER	2202158701 08	2202158701 081122	12,542.59	
IDAHO POWER	2202703357 08	2202703357 082022	63.77	
IDAHO POWER	2206786259 08	2206786259 0082022	21.92	
INTERMOUNTAIN GAS	32649330001 0	110 RIVER RANCH RD A	5.28	
INTERMOUNTAIN GAS	32649330001 0	110 RIVER RANCH SLUDGE	9.79	
INTERMOUNTAIN GAS	32649330001 0	110 RIVER RANCH C	9.79	
INTERMOUNTAIN GAS	32649330001 0	110 RIVER RANCH	9.79	
INTERMOUNTAIN GAS	5820868855 08	110 RIVER RANCH RD MECHANICAL	9.79	
65-4350-6100 REPAIR & MAINT-MACH & EQUIP				
McMASTER-CARR SUPPLY CO.	82915736	Pleated Panel Air Filters	400.62	
McMASTER-CARR SUPPLY CO.	83156888	Credit - Pleated Panel Air Filters	98.78-	
XYLEM WATER SOLUTIONS U.S.	3556C34935	BALLAST ECORAY TDS 55	4,559.00	
65-4350-6900 COLLECTION SYSTEM SERVICES/CHA				
A.C. HOUSTON LUMBER CO.	2208-963552	30# 2 SQR ROOFING FELT	34.90	
DIG LINE	68662-IN	Monthly Fee	96.31	
PIPECO, INC.	S4735064.001	Green Flags	14.09	
PIPECO, INC.	S4739526.001	Green Marking Paint	26.99	
UNITED OIL	1000543	37270 081522	340.53	
VERIZON WIRELESS	9913267557	965494438 090222	41.68	
HI-VAC CORPORATION	331979	2022 Aquatech B10-1450 Rear Mounted Vacuum Truck w/ Accessories	1,096.77	
Total WASTEWATER EXPENDITURES:			25,761.67	
Total WASTEWATER FUND:			25,761.67	
PARKS/REC DEV TRUST FUND				
PARKS/REC TRUST EXPENDITURES				
93-4900-6800 KETCHUM ARTS COMMISSION				
BALCOM, JAKE	CR 082322	CITY HALL SCULPTURE	10,000.00	
Total PARKS/REC TRUST EXPENDITURES:			10,000.00	
Total PARKS/REC DEV TRUST FUND:			10,000.00	
DEVELOPMENT TRUST FUND				
DEVELOPMENT TRUST EXPENDITURES				
94-4900-8000 PEG GATEWAY MARRIOT AUTOGRAPH				
WHITE PETERSON	24892R 073122	GATEWAY HOTEL DEVELOPMENT PROPOSAL 073122	2,415.00	
Total DEVELOPMENT TRUST EXPENDITURES:			2,415.00	
Total DEVELOPMENT TRUST FUND:			2,415.00	
Grand Totals:			1,685,892.42	

Vendor Name	Invoice Number	Description	Net Invoice Amount	Purchase Order Number
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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

September 6, 2022

Mayor Bradshaw and City Councilors
City of Ketchum
Ketchum, Idaho

Mayor Bradshaw and City Councilors:

Recommendation to Approve Alcohol Beverage License

Recommendation and Summary

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

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

The reasons for the recommendation are as follows:

- Ketchum Municipal Code Requires certain licenses to sell liquor, beer or wine.
- The attached applications are for the period of September 6, 2022 – August 31, 2023.
- Council approval is requested to complete the process of issuing such beer, wine and liquor licenses.

Introduction and History

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

Analysis

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

Financial Impact

- The City of Ketchum will realize revenue of \$393.42 from approval of these licenses in accordance with the current fee structure.

<u>Company</u>	<u>Beer Consumed on Premises</u>	<u>Beer Not to be Consumed on Premises</u>	<u>Wine Consumed on Premises</u>	<u>Wine Not to be Consumed on Premises</u>	<u>Liquor</u>	<u>Total Amount of Fees Paid</u>
Lefty's Inc	X		X			\$393.42

Sincerely,

Shellie Gallagher
Treasurer

Attachments: Alcohol applications



City of Ketchum

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

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

APPLICANT INFORMATION		
Applicant Name:	Lefty's Too Operations LLC	Doing Business As: Lefty's Bar + Grill
Physical Address where license will be displayed:	213 6th St East, Ketchum, ID	
Mailing Address:	PO Box 284 Sun Valley, ID 83353	
Recorded Owner of Property:	Lefty's Too LLC	
Applicant Phone Number:	208 726 1875	Applicant Email: gas@soslaw.com
STATE LICENSE NO:	1895 (copy required)	COUNTY LICENSE NO: 17 (copy required)
Corporation: <input checked="" type="checkbox"/>	List names and addresses of corporation officers and/or partners: Garth Schlemlein	
Partnership: <input type="checkbox"/>		
Individual: <input type="checkbox"/>		
If Applicant is a Partnership or Corporation, is the corporation authorized to do business in Idaho? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>		
BEER LICENSE FEES		
<input checked="" type="checkbox"/>	Draft or Bottled or Canned Beer to be consumed on premises	\$200.00
<input type="checkbox"/>	Bottled or Canned Beer NOT to be consumed on premises	\$ 50.00
WINE LICENSE FEES		
<input checked="" type="checkbox"/>	Wine, to be consumed on premises	\$200.00
<input type="checkbox"/>	Wine, NOT to be consumed on premises	\$200.00
LIQUOR LICENSE FEES		
<input type="checkbox"/>	Liquor by the Drink (Note: Liquor fee includes wine)	\$560.00
Total Fees Due		\$ 400.00
ADDITIONAL INFORMATION		
Has the applicant, any partners of the applicant, any member of the applying partnership, the active manager of the applying partnership or any officer of the applying corporation been convicted of a violation of any law of the State of Idaho, or any other state, or of the United States regulating, governing, or prohibiting the sale of alcoholic beverages or intoxication liquor, and has any one of them within the last three years forfeited or suffered the forfeiture of a bond for his/her appearance to answer charges of any such violation? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>		
Has the applicant or any partner or actual active manager or officer of the applicant been convicted of any felony within the last five years? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>		

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

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

DocuSigned by:
Garth Schlemlein Manager
73F0D7E9A68C403...
Applicant Signature Relation to Business
8/19/2022 | 1:43 PM PDT

Date

City Clerk or Deputy Signature

OFFICIAL USE ONLY		
Date Received: 8/22/22	License Fee Paid:	License No:
<p>To the City Council, Ketchum, Idaho; The undersigned, a Corporation <input checked="" type="checkbox"/> Partnership <input type="checkbox"/> Individual <input type="checkbox"/>, does hereby make application for a license to sell during the year of September 1, 2022 - August 31, 2023</p> <p>Approved by City of Ketchum Idaho by;</p> <p>_____ Mayor</p>		



City of Ketchum

September 6, 2022

Mayor Bradshaw and City Councilors
City of Ketchum
Ketchum, Idaho

Mayor Bradshaw and City Councilors:

Recommendation to Approve Right-of-Way Encroachment Agreement 22786 for the placement of driveway pavers with snowmelt in the public right-of-way at 150 Spur Lane.

Recommendation and Summary

Staff recommends the Ketchum City Council approve the attached Right-of-Way Encroachment Agreement 22786 and adopt the following motion:

“I move to authorize the Mayor to sign Right-of-Way Encroachment Agreement 22786 with Timothy Mott.”

The reasons for the recommendation are as follows:

- The improvements will not impact the use or operation of Spur Lane.
- 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.

Introduction and History

The property owner submitted a Right-of-Way Encroachment Permit application for driveway pavers and snowmelt pavers within the City’s right-of-way along Spur Lane. The driveway will access a new home located at 150 Spur Lane within the City’s Limited Residential (LR) Zoning District.

A public right-of-way is defined as improved or unimproved public property dedicated or deeded to the City for the purpose of providing vehicular, pedestrian, and public use. In Ketchum, the public rights-of-way consist of roadways, curbs, gutters, sidewalks, signage, and drainage facilities. The public rights-of-way are also used for public parking, wintertime snow storage, and conveyance of utilities, such as water, sewer, electricity, telephone, and cable.

Analysis

Pursuant to Ketchum Municipal Code §12.12.040.C, a Right-of-Way Encroachment Permit is required for any permanent encroachment of the public right-of-way where a permanent fixture to the ground or a building will occur. The associated Right-of-Way Encroachment Agreement is intended to help protect the City in the event the proposed encroachments were to ever pose an issue requiring repair, relocation, or removal of the encroachment. The standards for issuance of a Right-of-Way

Encroachment Permit are specified in Ketchum Municipal Code §12.12.060. The encroachments proposed for the 150 Spur Lane (Mott) Residence project comply with all standards.

Sustainability

The ROW Encroachment Permit does not limit the ability of the city to reach the goals of the Ketchum Sustainability Action Plan – 2020.

Financial Impact

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

Attachments

ROW Encroachment Agreement 22786

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 22786

THIS AGREEMENT, made and entered into this ____ day of ____, 2022, by and between the CITY OF KETCHUM, IDAHO, a municipal corporation ("Ketchum"), whose address is Post Office Box 2315, Ketchum, Idaho 83340 and TIMOTHY MOTT, ("Owner"), whose address is Post Office Box 1702, Ketchum, Idaho 83340.

RECITALS

WHEREAS, Owner is the owner of real property described as 150 Spur Lane ("Subject Property"), located within the City of Ketchum, State of Idaho, and;

WHEREAS, Owner wishes to permit the placement of a paver driveway with snowmelt within the right-of-way on Spur Lane. 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 street, alley, sidewalk, 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 construct, install, maintain, and repair the Improvements identified in Exhibit A within within the public rights-of-way on Spur Lane until notified by Ketchum to remove the Improvements at which time Owner shall remove Improvements at Owner's expense.
2. Owner shall be responsible for the maintenance of said Improvements and shall repair said improvements within 48 hours upon notice from Ketchum that repairs are needed.
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 alley, 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.

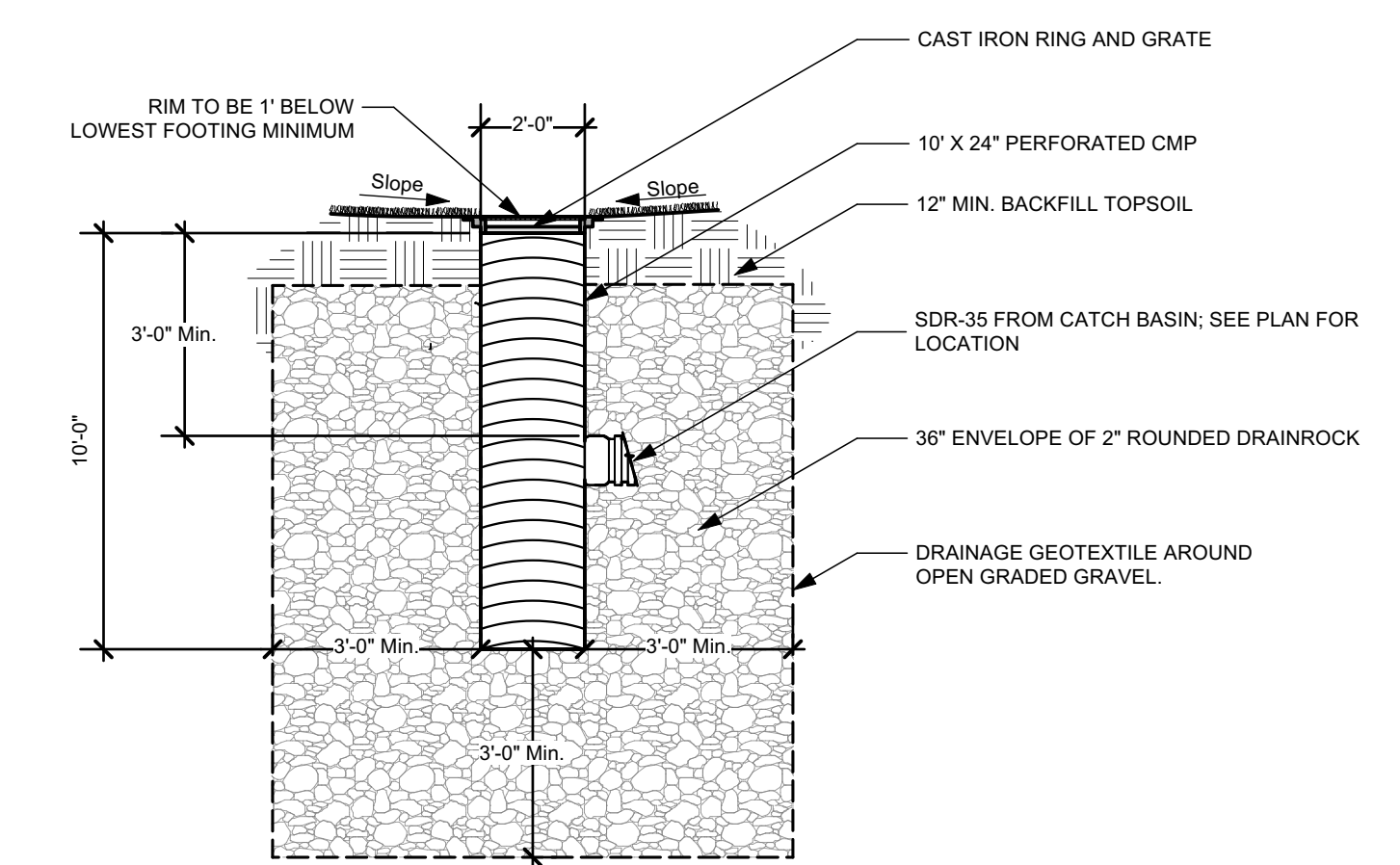
13. The parties fully understand all of the provisions of this Agreement, and believe them to be fair, just, adequate, and reasonable, and accordingly accept the provisions of this Agreement freely and voluntarily.

EXHIBIT A

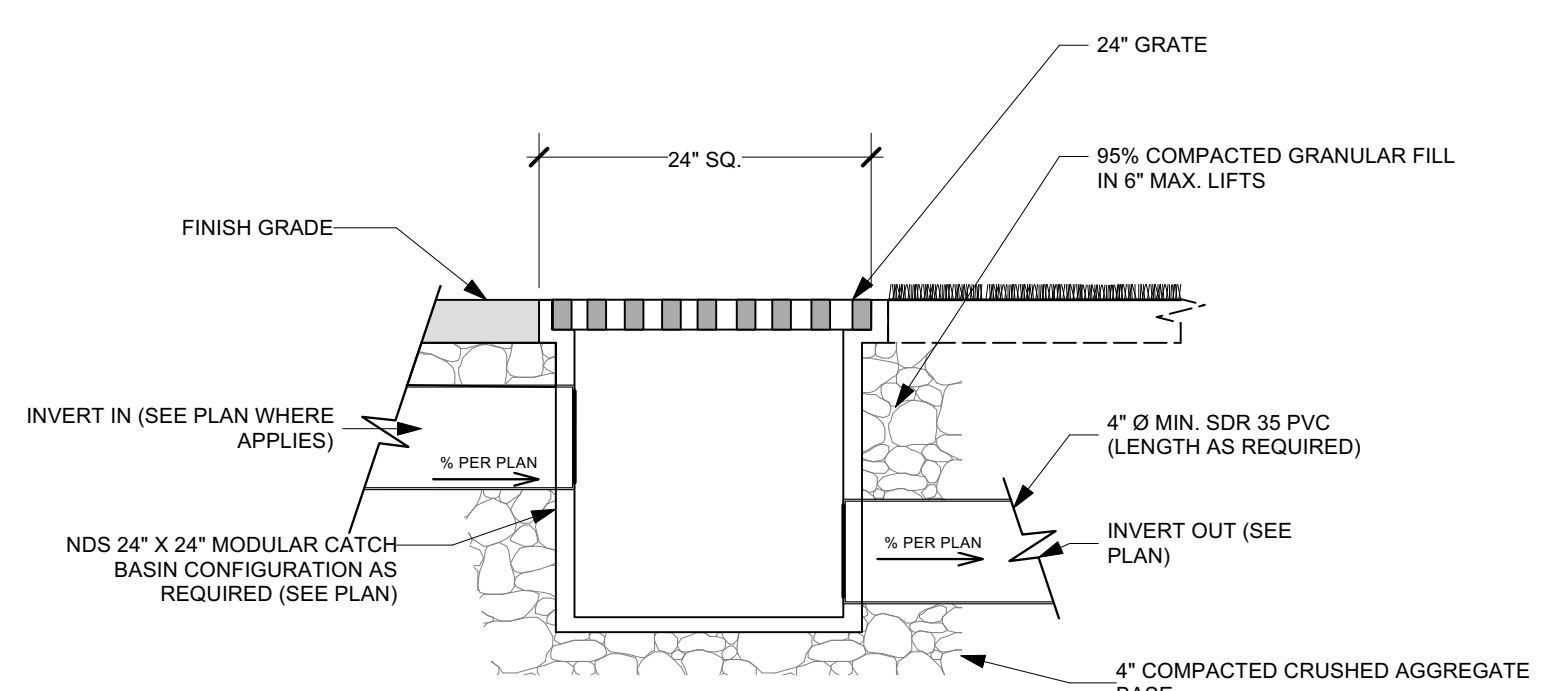


GRADING + DRAINAGE LEGEND	
SYMBOL	DESCRIPTION
	24" Catch Basin
	24" Drywell (Cast Iron)
	4" Solid SDR-35 Drain Pipe
	4" Perforated Drain Pipe
	% Pitch
	Drainage Direction
	Flush Grade Condition
	Footing
	FFE Finished Floor Elevation
	+10.50 Spot Elevation
	FG Finished Grade
	FS Finished Surface
	TS Top of Step
	BS Bottom of Step
	TW Top of Wall
	BW Bottom of Wall
	LP Low Point
	HP High Point

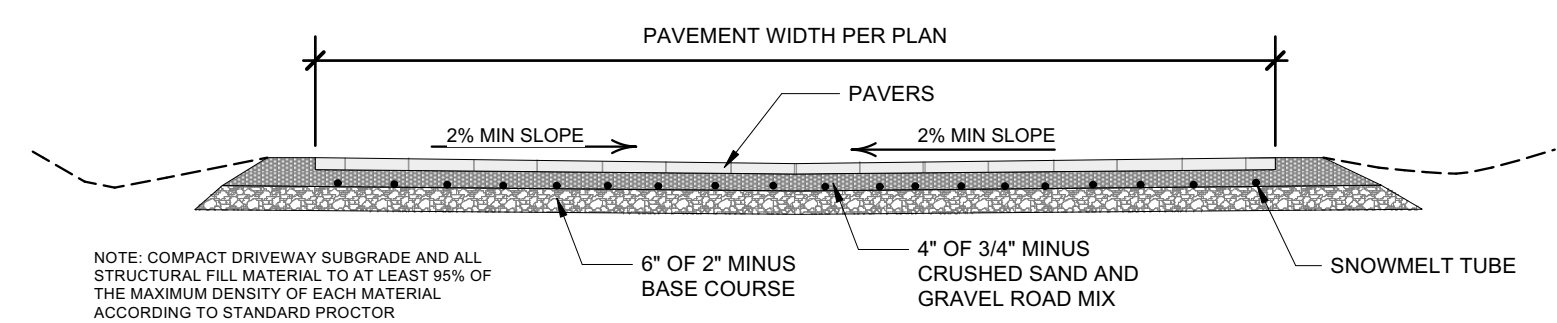
SHEET LEGEND	
SYMBOL	DESCRIPTION
	Property Line
	Building Envelope
	Setbacks / Easements
	Existing Contours
	Proposed Contours
	Existing Utility
	Proposed Driveway
	Retaining Wall



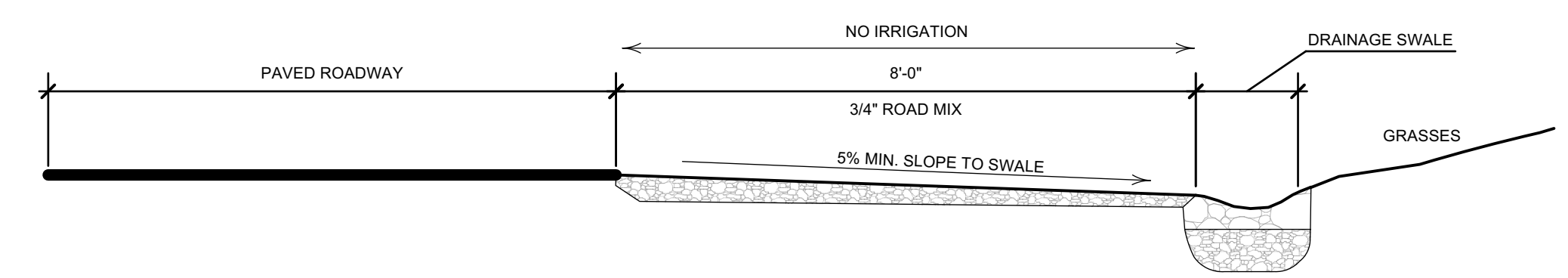
1 DRYWELL DETAIL
N.T.S.



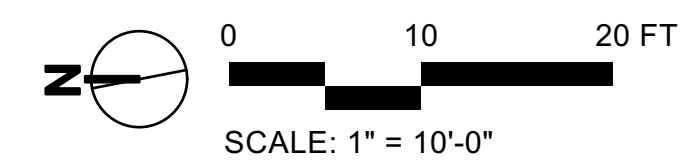
2 CATCH BASIN DETAIL
N.T.S.



3 PAVER DRIVEWAY DETAIL
N.T.S.



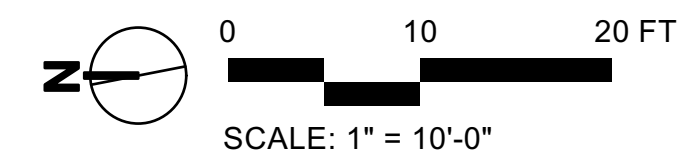
4 R.O.W. DETAIL
N.T.S.



SHEET LEGEND	
SYMBOL	DESCRIPTION
---	Property Line
BE	Building Envelope
---	Setbacks / Easements
-SILT-	Silt Fence (during construction)
(5999)	Existing Contours
(6000)	Existing Contours
99	Proposed Contours
TP	Existing Utility
W	Existing Utility
GAS	Existing Utility
SWR	Existing Utility
PWR	Existing Utility
⊙	Existing Vegetation
⊙	Surface Material - Gravel
▨	Hardscape - Paved Drive
▨	Hardscape - Stone Pavers
▨	Hardscape - Concrete Steps
▨	Concrete Wall
⬢	Landscape Boulder
▨	Landscape - Native
▨	Landscape - Lawn
▨	Landscape - Perennials
⬢	Landscape - Shrubs
⬢	Landscape - Trees
⊕	Drywell

PLANT SCHEDULE				
TREES				
ABBRV	QTY.	SIZE	BOTANICAL NAME	COMMON NAME
AL-1	3	8" B&B	<i>Abies lasiocarpa</i>	Subalpine Fir
BP	3	9" B&B	<i>Pinus aristata</i>	Bristlecone Pine
PAP	1	10" B&B	<i>Picea abies 'Pendula'</i>	Weeping Norway Spruce
PC	2	10" B&B	<i>Pinus contorta var. contorta</i>	Lodgepole Pine
PT	17	2"-3" CAL.	<i>Populus tremuloides</i>	Quaking Aspen
PT	3	3" CAL.	<i>Populus tremuloides</i>	Quaking Aspen
SA	2	12"-14"	<i>Sorbus americana</i>	American Mountain Ash
SHRUBS				
ABBRV	QTY.	SIZE	BOTANICAL NAME	COMMON NAME
CS	15	5 Gal.	<i>Cornus sericea</i>	Red Twig Dogwood
SAV	7	4"-0" B&B	<i>Salix alba var. vitellina</i>	Golden Willow
PERENNIALS				
		600 SQ. FT.	PERENNIALS	
		8,900 SQ. FT.	NATIVE GRASS VEGETATION	

IRRIGATION NOTE:
ALL TREES TO HAVE DRIP IRRIGATION AND ALL OTHER PLANTINGS TO BE IRRIGATED



150 Spur Lane
Ketchum ID, 83340
Mott Residence

This brief narrative explains how the snowmelt system at 150 Spur Lane located in the public right-of-way complies with both City requirements and IECC Code.

The system is comprised of multiple elements.

1. Insulated substrate to improve efficiency within system.
2. Approved tubing designed for snowmelt applications.
 - a. See attached document from Rehau **(pg 2-3)**
3. Snowmelt sensor spec and location
 - a. See attached document from Tekmar **(pg 4-5)**
4. Snowmelt Controller
 - a. See attached document from Tekmar **(pg 6-7)**
5. Boiler
 - a. See attached document from Lochnivar **(pg 8-9)**

All portions of this system have been installed according to manufactures requirements and inspected by state of Idaho officials.

This system within the right -of-way will be maintained and operated at all times during the winter.

Please also see attached pictures of tubing installed **(pg 10)**.

Thank you

Matt Spence
Lee Gilman Builders.

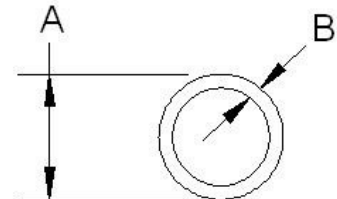
PRODUCT SUBMITTAL 102

RAUPEX O₂ barrier pipe



Product: RAUPEX® O₂ barrier pipe

Date: 11 February 2021 (supersedes 31 July 2019)



Article No.	Nominal Size in	Average OD A in (mm)	Minimum Wall Thickness B In (mm)	Weight lb/ft (kg/m)	Capacity gal/ft (l/m)
136008	3/8	0.500 (12.70)	0.070 (1.78)	0.05 (0.07)	0.0050 (0.0624)
136031	1/2	0.625 (15.88)	0.070 (1.78)	0.06 (0.08)	0.0098 (0.1222)
136880	5/8	0.750 (19.05)	0.083 (2.12)	0.08 (0.11)	0.0134 (0.1671)
136051	3/4	0.875 (22.22)	0.097 (2.47)	0.10 (0.15)	0.0189 (0.2356)
136011	1	1.125 (28.58)	0.125 (3.18)	0.17 (0.26)	0.0316 (0.3939)
136283	1 1/4	1.375 (34.92)	0.153 (3.88)	0.25 (0.37)	0.0467 (0.5827)
136293	1 1/2	1.625 (41.28)	0.181 (4.59)	0.35 (0.52)	0.0650 (0.8118)
136303	2	2.125 (53.98)	0.236 (6.00)	0.60 (0.90)	0.1114 (1.3906)

For updates to this publication, visit na.rehau.com/resourcecenter

The information contained herein is believed to be reliable, but no representations, guarantees or warranties of any kind are made as to its accuracy, suitability for particular applications or the results to be obtained therefrom. Before using, the user will determine suitability of the information for user's intended use and shall assume all risk and liability in connection therewith.

© 2021 REHAU

PRODUCT SUBMITTAL 102

RAUPEX O₂ barrier pipe



TECHNICAL DESCRIPTION

Specification	English	SI	Standard	Specification	English	SI	Standard
Minimum Density	58 lb/ft ³	926 kg/m ³	ASTM F876	Tensile Strength	4194-4355 psi @ 68°F	26-30 N/mm ² @ 20°C	--
Min. Degree of Crosslinking	70%	70%	ASTM F876		2610-2900 psi @ 176°F per ASTM D638	18-20 N/mm ² @ 80°C per ASTM D638	
Max. Thermal Conductivity	2.84 Btu in./(ft ² °F hr)	0.41 W/(m°C)	DIN 16892	Roughness	e=0.00028 in	e=0.007 mm	--
Coefficient of Linear Expansion	9.33X10 ⁻⁴ in/ft°F @ 68°F	0.14 mm/(m°C) @ 20°C	Mean @ 20-70°C per DIN 16892	Temperature Working Range	-40 to 200°F	-40 to 93°C	--
	1.33x10 ⁻³ in/ft°F @ 212°F	0.2 mm/(m°C) @ 100°C					
IZOD Impact Res.	No Break	No Break	--	O ₂ Permeability	--	<=0.32 mg/m ² /day @ 40°C	DIN 4726
Modulus of Elasticity	87,000-130,500 psi @ 68°F	600-900 N/mm ² @ 20°C	Minimum @ 20°C per DIN 16892	Max. Short-term Exposure	150 psig @ 210°F (48 hr)	1035 kPa @ 99°C (48 hr)	ASTM F876
	43,500-58,000 psi @ 176°F	300-400 N/mm ² @ 80°C		UV Resistance	See TB218		ASTM F2657

FUNCTIONAL DESCRIPTION

RAUPEX O₂ barrier pipe is manufactured using REHAU's high-pressure peroxide method for crosslinked polyethylene (PEXa). RAUPEX pipe meets or exceeds the requirements of ASTM F876, F877, NSF 61, CSA B137.5 and PPI TR-3. RAUPEX O₂ barrier pipe is SDR9, red in color and for use with the EVERLOC+® compression-sleeve system certified to ASTM F877, the REHAU F1960 cold expansion fitting system certified to ASTM F1960, and RAUPEX compression nut fittings. See REHAU *Technical Bulletin TB261* for other compatible PEX fitting systems. RAUPEX O₂ barrier pipe has a co-extruded oxygen diffusion barrier that exceeds the strict requirements of DIN 4726. RAUPEX pipe is manufactured by REHAU using a quality management system which has been certified to the latest version of ISO 9001.

LONG TERM STRENGTH

The maximum temperature and pressure ratings of the RAUPEX pipe are in accordance to ASTM F876, CSA B137.5 and PPI TR-3. The designer shall determine the actual conditions and apply the appropriate and additional design factors as required for any particular project. The temperature and pressure ratings apply to the application of RAUPEX pipe for conveying heating and cooling water at the 2.0 safety factor on allowable working pressure according to ASTM and CSA. According to the REHAU *PEXa Limited Warranty*, the RAUPEX pipe warranty period of 25 years is for operating conditions at or below 180°F (82.2°C) in permitted applications when the handling, use, installation and maintenance continually complies with all REHAU technical guidelines.

RAUPEX SDR9

maximum pressures and temperatures	design factors
160 psi @ 73.4°F (1055 kPa @ 23°C)	0.50 (per ASTM F876, CSA B137.5)
100 psi @ 180°F (690 kPa @ 82.2°C)	0.50 (per ASTM F876, CSA B137.5)
80 psi @ 200°F (550 kPa @ 93.3°C)*	0.50 (per ASTM F876, CSA B137.5)

* REHAU defines Elevated Temperature Applications as those with operating conditions greater than 180°F (82.2°C).

When REHAU PEXa pipes are planned to be operated in Elevated Temperature Applications, contact REHAU Engineering to verify your project conditions comply with the REHAU *PEXa Limited Warranty* in accordance to REHAU *Technical Bulletin TB230 Elevated Temperature Applications*.

For updates to this publication, visit na.rehau.com/resourcecenter

The information contained herein is believed to be reliable, but no representations, guarantees or warranties of any kind are made as to its accuracy, suitability for particular applications or the results to be obtained therefrom. Before using, the user will determine suitability of the information for user's intended use and shall assume all risk and liability in connection therewith.

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tekmar® Submittal

Snow / Ice Sensor 090



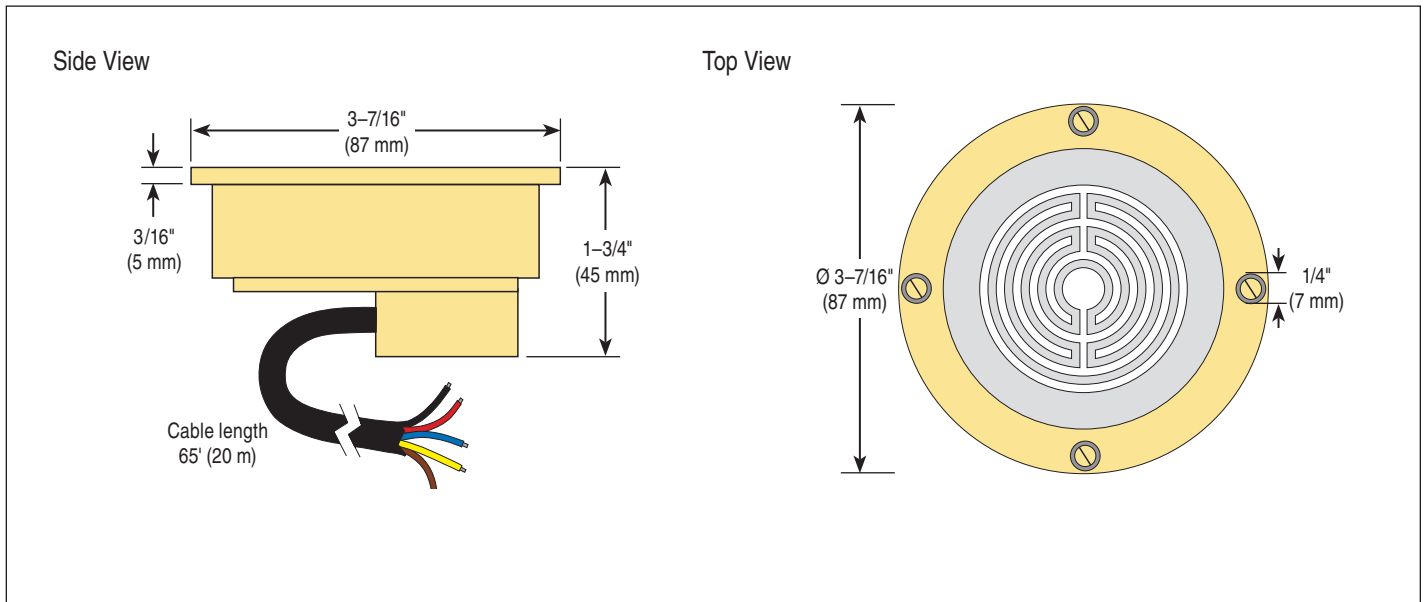
090_C

02/16

Snow Melting Replaces: 10/13

Job _____ Designer _____ Contact _____

The Snow/Ice Sensor 090 is an in ground sensor used with tekmar snow melting controls to automatically detect snow or ice on a driveway or walkway. The 090 has 65 ft (20 m) of wire. This product can be used in applications ranging from residential driveways to commercial building fronts such as emergency access entries. This sensor allows tekmar snow melting controls to automatically operate the snow/ice melt system only when snow or ice is present, while also providing temperature feedback to the control.



Specifications

Snow / Ice Sensor 090 In-slab, 65 ft. (20 m) Wire	
Literature	090_D, 090_C
Packaged weight	4.4 lb (2000 g)
Dimensions	1-3/4" H x 3-7/16" OD (45 mm H x 87 mm OD)
Sensor material	Silicon brass
Cable Material	65 ft. (20 m) 5 conductor stranded wire with polyethylene jacket
Approvals	CSA C US with tekmar Snow Melting Controls
Operating range	-30 to 170°F (-34 to 77°C)
Load rating	15,000 lb (66,723 N) distributed load, non-impact, installed in concrete according to the manual
Included	4 #4-40, 7/16" machined, stainless steel screws 4 #6-32, 3/8" flathead, slotted, stainless steel screws
Warranty	Limited 3 Year (See 090_D for full warranty)

Energy Saving Features

- Automatic snow/ice detection so melting systems only operate when needed

Additional Features

- Slab temperature sensing
- Long wire included so in field splicing is not necessary
- Designed for long life in driveway and walkway installations
- 65 ft (20 m) of cable

SPECIAL REQUIREMENTS

The Snow / Ice Sensor 090 must be operated by a tekmar Snow Melting Control 654, 661, 662, 664, 665, 667 or 680. Operation of the sensor by 3rd party control systems may result in electrolysis failures not covered by the tekmar Limited Warranty.



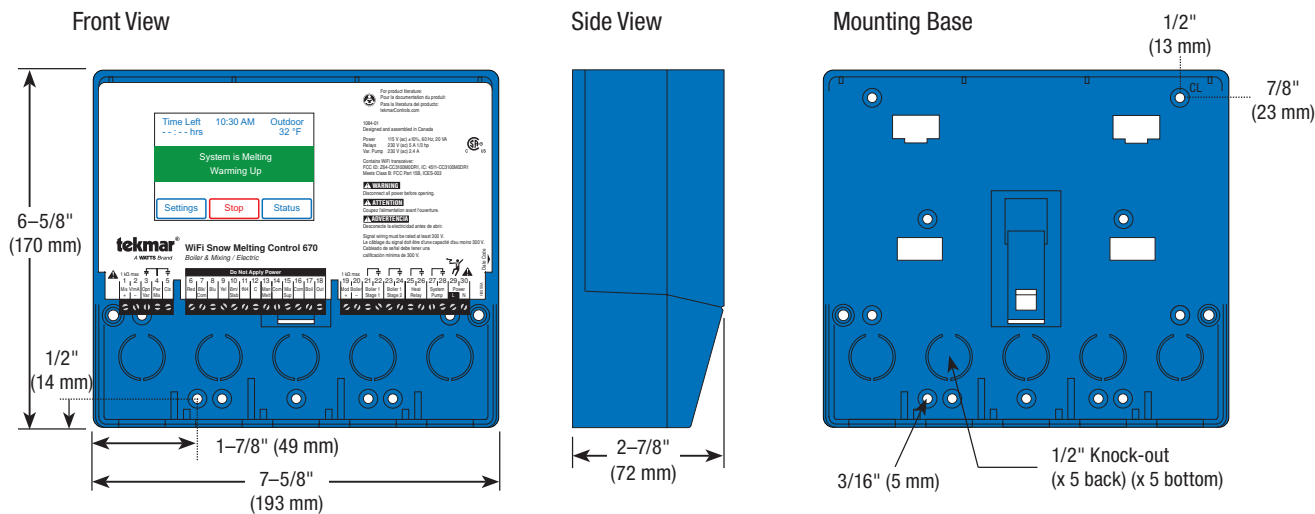
tekmar Control Systems Ltd., A Watts Water Technologies Company. Head Office: 5100 Silver Star Road, Vernon, B.C. Canada V1B 3K4, 250-545-7749, Fax. 250-984-0815 Web Site: tekmarControls.com

Submittal

Job _____ Designer _____ Contact _____

WiFi Snow Melting Control 670

The WiFi Snow Melting Control 670 operates hydronic and electric heating equipment designed to melt snow and/or ice from roads and walkway surfaces. The control works with the tekmar Snow/Ice Sensor 090 or Snow Sensor 095 to automatically detect snow or ice and operates a single boiler, steam valve, or electric cable to supply heat to the slab. Boiler return protection is provided to non-condensing boilers using a mixing valve or variable speed injection mixing pump. When connected to the Internet, the Watts® Home mobile app allows the 670 to be controlled remotely.



Features

- Mobile app for iOS and Android
- Automatic software updates
- Automatic snow/ice detection
- Supports both inslab & retrofit aerial sensors
- Supports multiple zones with priority
- Idling
- Auto Storm
- Warm Weather Shut Down
- Cold Weather Cut Off
- EconoMelt
- Slab Protection
- Tandem Snow/Ice Detection
- Equipment exercising

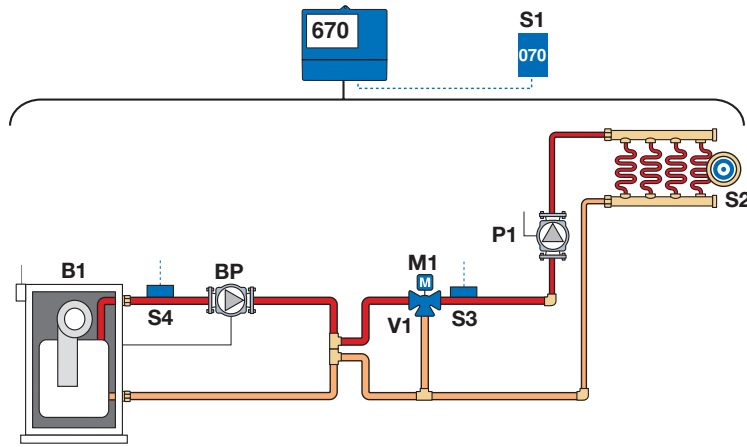
Specifications

WiFi Snow Melting Control 670 Boiler & Mixing / Electric	
Literature	670_A, 670_C, 670_D, 670_J, 670_U
Control	Microprocessor control. This is not a safety (limit) control
Packaged weight	4.3 lb. (1960 g)
Dimensions	6-5/8" H x 7-9/16" W x 2-13/16" D (170 x 193 x 72 mm)
Display	3.5" color touchscreen
Enclosure	Blue PVC plastic, NEMA type 1
Approvals	CSA C US, meets Class B: ICES & FCC Part 15
Ambient conditions	-4 to 122°F (-20 to 50°C), < RH 90% non-condensing, outdoor use permitted when installed inside a NEMA 3 enclosure
Power supply	115 V (ac) ±10%, 60 Hz, 20 VA
Relays	230 V (ac), 5 A, 1/3 hp
Boiler modulation output	0-10 V (dc) 500 Ω min impedance / 4-20 mA 1 kΩ max impedance
Injection mixing output	230 V (ac), 2.4 A, 1/6 hp, fuse T2.5 A 250V
Floating mixing output	230 V (ac), 5 A
Analog mixing output	0-10 V (dc) 500 Ω min impedance / 4-20 mA 1 kΩ max impedance
Manual melt call	Short or 0 - 32 V(ac)
Communications	WiFi 802.11n, 2.4 GHz, WPA2 encryption
Mobile app	Apple iOS 12 or higher, Android 8 or higher
Sensor	NTC thermistor, 10 kΩ @ 77°F (25°C ±0.2°C) β=3892
-Included	Outdoor Sensor 070 and 2 of Universal Sensor 082
-Optional	tekmar type # 072, 073, 082, 087, 090, 094, 095
Warranty	Limited 3 Year (See 670_D for full warranty)

tekmar product specifications in U.S. customary units and metric are approximate and are provided for reference only. For precise measurements, please contact tekmar Technical Service. Watts reserves the right to change or modify product design, construction, specifications, or materials without prior notice and without incurring any obligation to make such changes and modifications on tekmar products previously or subsequently sold.

Sample Application Drawing

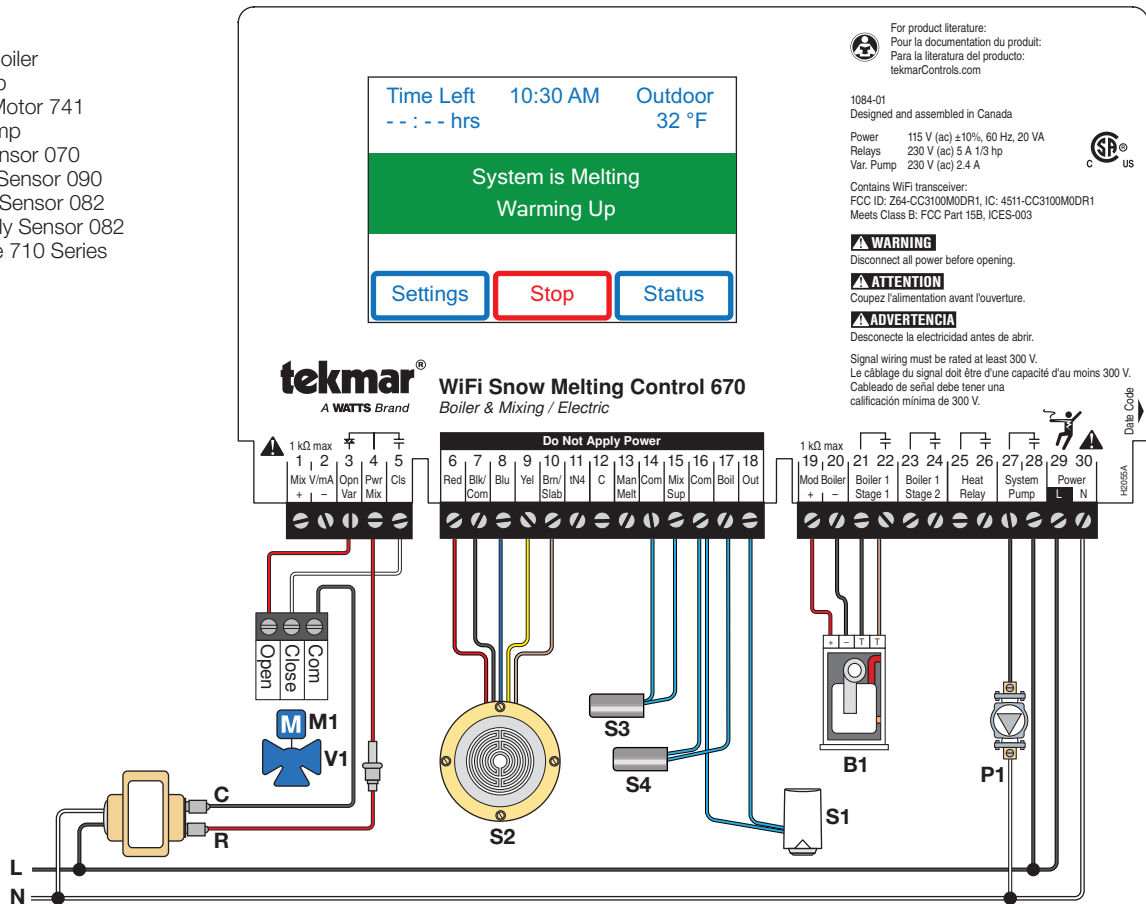
Sample Mechanical diagram



Sample Electrical diagram

Legend

- B1 = Mod-Con Boiler
- BP = Boiler Pump
- M1 = Actuating Motor 741
- P1 = System Pump
- S1 = Outdoor Sensor 070
- S2 = Snow / Ice Sensor 090
- S3 = Mix Supply Sensor 082
- S4 = Boiler Supply Sensor 082
- V1 = Mixing Valve 710 Series



NOTICE

The information contained herein is not intended to replace the full product installation and safety information available or the experience of a trained product installer. You are required to thoroughly read all installation instructions and product safety information before beginning the installation of this product.



A WATTS Brand

Tel: 1-800-438-3903 • F: (250) 984-0815
tekmarControls.com



Lochinvar®

FTXL FIRE TUBE CONDENSING BOILER

Submittal Sheet

FTX-Sub-03

FTXL FIRE TUBE COMMERCIAL BOILERS

Job Name: _____ Model No. _____

Location: _____ Type Gas: _____

Engineer: _____ Equipment Tag(s): _____

Agent/Wholesaler: _____

Contractor: _____

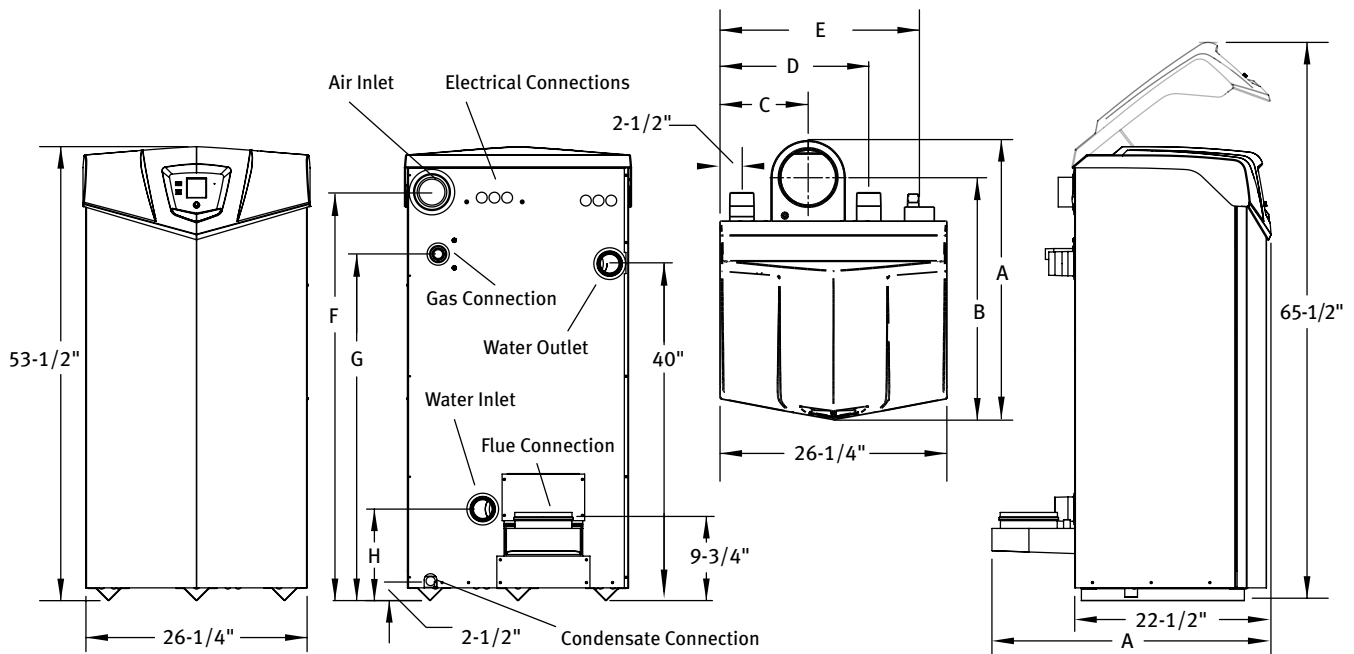
NOTES:

FOR EASE IN ORDERING
BY MODEL NUMBER

FTX	850	N	M13
FTXL Boiler	850,000 Btu/hr Input	Natural Gas	Firing Control

This model is:

- FTXL Fire Tube boiler
- 850,000 Btu/hr
- Natural gas
- M13 Firing Controls



FTXL Boiler										Dimensions and Specifications												
Model No.	Min MBH	Max MBH	Thermal Eff.	Gross Output MBH	NET AHRI Rating MBH	Turn down	Flow (GPM) Min	Flow (GPM) Max	HEX Water Volume	A	B	C	D	E	F	G	H	Water Conn.	Vent Size	Air Intake	Gas Conn.	Ship Wt. (lbs.)
FTX400(N,L)	40.0	399.9	98.0%	392	341	10:1	10	105	13	30-1/2"	27-1/2"	10-1/4"	17"	23-1/4"	46-1/4"	39-1/2"	10-3/4"	2"	4"	4"	1"	435
FTX500(N,L)	50.0	500.0	97.7%	489	425	10:1	15	105	12	30-1/2"	27-1/2"	10-1/4"	17"	23-1/4"	46-1/4"	39-1/2"	10-3/4"	2"	4"	4"	1"	460
FTX600(N,L)	85.0	600.0	97.5%	585	509	7:1	15	105	12	30-1/2"	27-1/2"	10-1/4"	17"	23-1/4"	46-1/4"	39-1/2"	10-3/4"	2"	4"	4"	1"	470
FTX725(N,L)	103.5	725.0	97.2%	705	613	7:1	20	150	17	33"	28-1/2"	10-1/2"	17-1/2"	23-1/2"	48-1/2"	41-1/4"	11"	2-1/2"	6"	4"	1"	510
FTX850(N,L)	121.5	850.0	97.0%	825	717	7:1	25	150	16	33"	28-1/2"	10-1/2"	17-1/2"	23-1/2"	48-1/2"	41-1/4"	11"	2-1/2"	6"	4"	1"	535

*Information subject to change without notice. Dimensions are in inches. Select "N" or "L" for Natural or LP gas. *The Net AHRI Water Ratings shown are based on a piping and pickup allowance of 1.15. *Lochinvar should be consulted before selecting a boiler for installations having unusual piping and pickup requirements, such as intermittent system operation, extensive piping systems, etc. *The ratings have been determined under the provisions governing forced draft burners.

FTXL™

FIRE TUBE BOILER



- CON-X-US® REMOTE CONNECT CAPABLE
- CASCADING SEQUENCER
- LOCH-N-LINK™ USB DRIVE SETUP
- 5 INPUTS FROM 399,999 TO 850,000 BTU/HR
- UP TO 10:1 TURNDOWN RATIO
- COMMON VENT AND PVC DIRECT-VENTING
- FLOW RATES FROM 10 TO 150 GPM
- SMALL 6.2 SQ. FT. FOOTPRINT
- 4 PUMP CONTROL
- WIRELESS OUTDOOR SENSOR CAPABLE

Smart System Features

- › **Smart System Digital Operating Control**
Multi-Color Graphic LCD Display w/Navigation Dial
- › **Loch-N-Link™ USB Thumb Drive Port for Easy Programming**
- › **Cascading Sequencer with Built-in Redundancy**
Selectable Cascade Type:
Lead Lag/Efficiency Optimization
Multiple Size Boilers
Front-End Loading
- › **3 Reset Temperatures Inputs w/Independent Outdoor Reset Curves for Each**
Outdoor Sensor
- › **Four-Pump Control**
System Pump with Parameter for Continuous Operation
Boiler Pump with Variable-Speed Control
Domestic Hot Water Boiler Pump
Domestic Hot Water Recirculation Pump Control with Sensor
- › **Building Management System Integration**
0-10 VDC Input to Control Modulation or Setpoint
0-10 VDC Input from Variable-Speed System Pump
0-10 VDC Modulation Rate Output Signal
0-10 VDC Enable/Disable Signal
- › **Programmable System Efficiency Optimizers**
Space Heating Night Setback
DHW Night Setback
Anti-Cycling
Ramp Delay
Boost Time and Temperature
- › **High-Voltage Terminal Strip**
120 VAC/60 Hertz/1 Phase
Pump Contacts for 3 Pumps
- › **Low-Voltage Terminal Strip**
Building Recirculation Pump Start/Stop
Building Recirculation Return Temp Sensor
Contacts
Proving Switch Contacts
Flow Switch Contacts
Alarm Contacts

- Runtime Contacts
- 3 Space Heat Thermostat Contacts
- Tank Thermostat Contacts
- System Sensor Contacts
- Tank Sensor Contacts
- Cascade Contacts
- 0-10 VDC BMS Contacts
- 0-10 VDC Boiler Rate Output Contacts
- 0-10 VDC Boiler Pump Speed Contacts
- 0-10 VDC System Pump Speed Contacts
- ModBus Contacts
- › **Time Clock**
- › **Data Logging**
Ignition Attempts
Last 10 Lockouts
Space Heat Run Hours
Domestic Hot Water Run Hours

Standard Features

- › **97%-98% Thermal Efficiency**
- › **Modulating Burner with up to 10:1 Turndown**
Direct Spark Ignition
Low NOx Operation
Sealed Combustion
Low Gas Pressure Operation
- › **Stainless Steel Fire-Tube Heat Exchanger**
ASME-Certified, "H" Stamped
160 psi Working Pressure
50 psi Relief Valve
Combustion Analyzer Test Port
Fully Welded Design
- › **Vertical and Horizontal Direct Vent**
Direct Vent up to 100 feet
PVC, CPVC, Polypropylene or AL29-4C
Factory Supplied Sidewall Vent Termination
- › **Smart System Control**
- › **Other Features**
On/Off Switch
Adjustable High Limit with Manual Reset
Automatic Reset High Limit

- Manual Reset Low Water Cutoff
- Flue Temperature Sensor
- Low Air Pressure Switch
- Temperature and Pressure Gauge
- Condensate Trap
- Zero Service Clearances
- 10-Year Limited Warranty
- Low Water Cutoff
- Custom Maintenance Reminder with Contact Info
- Password Security
- Customizable Freeze Protection Parameters

Optional Equipment

- Alarm Bell
- BACnet MSTP Communications Kit
- BMS Gateway to BACnet or LonMark
- Common Vent Kit
- Concentric Vent Kit (FTX400-FTX600)
- Condensate Neutralization Kit
- Constant-Speed Boiler Circulator
- CON-X-US Remote Connectivity
- Flow Switch
- High and Low Gas Pressure Switches w/Manual Reset (FTX500-FTX850)
- ModBus Communication
- Motorized Isolation Valve
- Multi-Temperature Loop Control
- SMART SYSTEM PC Software
- Variable-Speed Boiler Circulator
- Wireless Outdoor Temperature Sensor
- 30 psi ASME Relief Valve
- 75 psi ASME Relief Valve
- 100 psi ASME Relief Valve
- 125 psi ASME Relief Valve
- 150 psi ASME Relief Valve
- › **Firing Controls**
- M9 - Standard Construction
- M13 - CSD-1/FM/GE Gap (FTX500-FTX850)



Lochinvar, LLC
300 Maddox Simpson Parkway
Lebanon, Tennessee 37090
P: 615.889.8900 / F: 615.547.1000
f t i n Lochinvar.com







City of Ketchum

September 6, 2022

Mayor Bradshaw and City Councilors
City of Ketchum
Ketchum, Idaho

Mayor Bradshaw and City Councilors:

Recommendation to Approve Right-of-Way Encroachment Agreement 22796 for the placement of driveway pavers in the public right-of-way at 118 Irene Street.

Recommendation and Summary

Staff recommends the Ketchum City Council approve the attached Right-of-Way Encroachment Agreement 22796 and adopt the following motion:

“I move to authorize the Mayor to sign Right-of-Way Encroachment Agreement 22796 with David & Kimberly Barenborg.”

The reasons for the recommendation are as follows:

- The improvements will not impact the use or operation of Irene 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.

Introduction and History

The property owner submitted a Right-of-Way Encroachment Permit application for driveway pavers within the City’s right-of-way along Irene Street. The driveway will access an existing residence located at 118 Irene Street within the City’s General Residential – Low Density (GR-L) Zoning District.

A public right-of-way is defined as improved or unimproved public property dedicated or deeded to the City for the purpose of providing vehicular, pedestrian, and public use. In Ketchum, the public rights-of-way consist of roadways, curbs, gutters, sidewalks, signage, and drainage facilities. The public rights-of-way are also used for public parking, wintertime snow storage, and conveyance of utilities, such as water, sewer, electricity, telephone, and cable.

Analysis

Pursuant to Ketchum Municipal Code §12.12.040.C, a Right-of-Way Encroachment Permit is required for any permanent encroachment of the public right-of-way where a permanent fixture to the ground or a building will occur. The associated Right-of-Way Encroachment Agreement is intended to help protect the City in the event the proposed encroachments were to ever pose an issue requiring repair, relocation, or removal of the encroachment. The standards for issuance of a Right-of-Way

Encroachment Permit are specified in Ketchum Municipal Code §12.12.060. The encroachments proposed for the 118 Irene Street (Barenborg) Residence project comply with all standards.

Sustainability

The ROW Encroachment Permit does not limit the ability of the city to reach the goals of the Ketchum Sustainability Action Plan – 2020.

Financial Impact

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

Attachments

ROW Encroachment Agreement 22796

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 22796

THIS AGREEMENT, made and entered into this ____ day of ____, 2022, by and between the CITY OF KETCHUM, IDAHO, a municipal corporation ("Ketchum"), whose address is Post Office Box 2315, Ketchum, Idaho and David & Kimberly Barenborg (collectively referred to as "Owner"), whose address is 118 Irene Street.

RECITALS

WHEREAS Owner is the owner of real property described as 118 Irene Street ("Subject Property"), located within the City of Ketchum, State of Idaho; and

WHEREAS, Owner wishes to permit placement of paver driveway and low ground cover within the right-of-way on 118 Irene 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;

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

TERMS AND CONDITIONS

1. Ketchum shall permit Owner to install a paver driveway and low ground cover identified in Exhibit "A" within the public right-of-way on Irene Street, until notified by Ketchum to remove the improvements at which time Owner shall remove improvements at Owner's expense.
2. Owner shall be responsible for the maintenance of said Improvements 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 modification taking place.
3. Owner shall be responsible for restoring the alley, sidewalk, curb, and gutter and landscaping that is altered due to the construction and installation of the Improvements, to the satisfaction of the Director of Streets and Facilities.
4. In consideration of Ketchum allowing Owner to maintain the Improvements in the public right-of-way, Owner agrees to indemnify and hold harmless Ketchum from and against any and all claims of liability for any injury or damage to any person or property arising from the

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

5. Ketchum shall not be liable for injury to Owner's business or loss of income therefrom or for damage which may be sustained by the person, goods, wares, merchandise or property of Owner, its tenants, employees, invitees, customers, agents or contractors or any other person in or about the Subject Property caused by or resulting from the Improvements constructed, installed, removed or maintained in the public right-of-way.

6. Owner understands and agrees that by maintaining the Improvements in the public right-of-way pursuant to this Agreement, Owner obtains no claim or interest in said public right-of-way which is adverse to that of Ketchum and that Owner obtains no exclusive right to said public right-of-way nor any other right to use the public right-of-way not specifically described herein.

7. In the event either party hereto retains an attorney to enforce any of the rights, duties and obligations arising out of this Agreement, the prevailing party shall be entitled to recover from the non-prevailing party reasonable attorney's fees at the trial and appellate levels and, whether or not litigation is actually instituted.

8. This Agreement shall be governed by, construed, and enforced in accordance with the laws and decisions of the State of Idaho. Venue shall be in the District Court of the fifth Judicial District of the State of Idaho.

9. This Agreement sets forth the entire understanding of the parties hereto and shall not be changed or terminated orally. It is understood and agreed by the parties hereto that there are no verbal promises or implied promises, agreements, stipulations or other representations of any kind or character pertaining to the Improvements maintained in the public right-of-way other than as set forth in this Agreement.

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

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

12. The parties fully understand all of the provisions of this Agreement, and believe them to be fair, just, adequate, and reasonable, and accordingly accept the provisions of this Agreement freely and voluntarily.

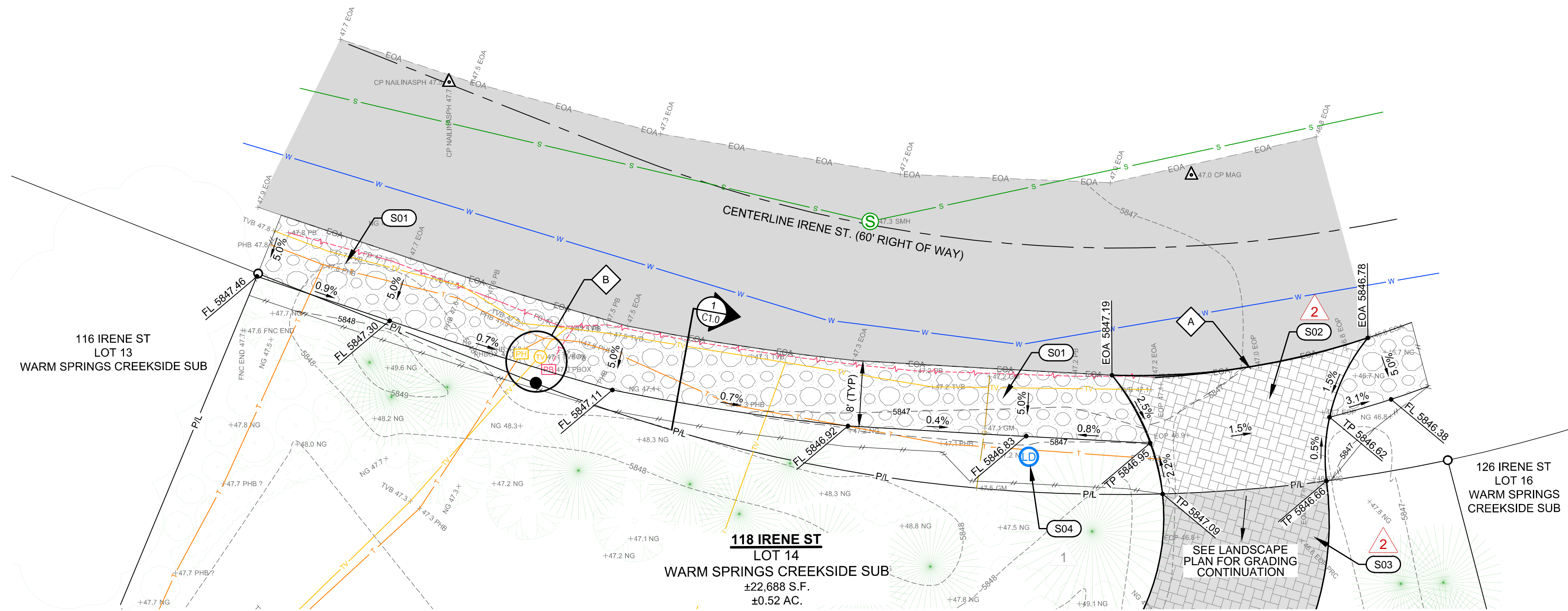
EXHIBIT "A"

CONSTRUCTION NOTES

- ALL CONSTRUCTION SHALL BE IN CONFORMANCE WITH THE MOST CURRENT EDITION OF THE "IDAHO STANDARDS FOR PUBLIC WORKS CONSTRUCTION" (ISPCW) AND CITY OF KETCHUM STANDARDS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING AND KEEPING A COPY OF THE ISPCW AND CITY OF KETCHUM STANDARDS ON SITE DURING CONSTRUCTION.
- 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.
- CONTRACTOR SHALL COORDINATE RELOCATIONS OF DRY UTILITY FACILITIES (POWER, CABLE, PHONE, TV) WITH THE APPROPRIATE UTILITY FRANCHISE.
- 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.
- 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).
- ALL CLEARING & GRUBBING SHALL CONFORM TO ISPCW SECTION 201.
- ALL EXCAVATION & EMBANKMENT SHALL CONFORM TO ISPCW 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.
- ALL 2" MINUS GRAVEL SHALL CONFORM TO ISPCW 802, TYPE II (ITD STANDARD 703.04, 2"), SHALL BE PLACED IN CONFORMANCE WITH ISPCW 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.
- ALL 3/4" MINUS CRUSHED GRAVEL SHALL CONFORM TO ISPCW 802, TYPE I (ITD STANDARD 703.04, 3/4" B), SHALL BE PLACED IN CONFORMANCE WITH ISPCW 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.
- TRAFFIC CONTROL SHALL BE PER THE TRAFFIC CONTROL PLAN. CONTRACTOR WILL NEED TO MAINTAIN ACCESS TO ALL PRIVATE PROPERTIES, UNLESS OTHERWISE COORDINATE WITH THE PROPERTY OWNER THROUGH THE CITY ENGINEER.
- ALL TRENCHING SHALL CONFORM TO ISPCW STANDARD DRAWING SD-301. TRENCHES SHALL BE BACKFILLED AND COMPACTED TO A MINIMUM OF 95% OF MAXIMUM DENSITY AS DETERMINED BY AASHTO T-99.
- 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.
- BOUNDARY AND TOPOGRAPHIC AND BOUNDARY INFORMATION IS BASED ON A SITE SURVEY BY GALENA ENGINEERING, DATED 10/26/2021.

SITE IMPROVEMENT KEY NOTES

- S01 CONSTRUCT GRAVEL SHOULDER. SEE DETAIL 1 THIS SHEET.
- S02 CONSTRUCT STANDARD PAVER DRIVEWAY WITHIN ROW. SEE DETAIL 2 THIS SHEET.
- S03 CONSTRUCT HEATED PAVER DRIVEWAY OUTSIDE ROW. SEE DETAIL 3 THIS SHEET.
- S04 CONSTRUCT LANDSCAPE DRYWELL. SEE DETAIL 4 THIS SHEET. RIM ELEVATION = 5846.73.
- A MATCH EXISTING LINES AND GRADES
- B RETAIN AND PROTECT UTILITIES



LEGEND

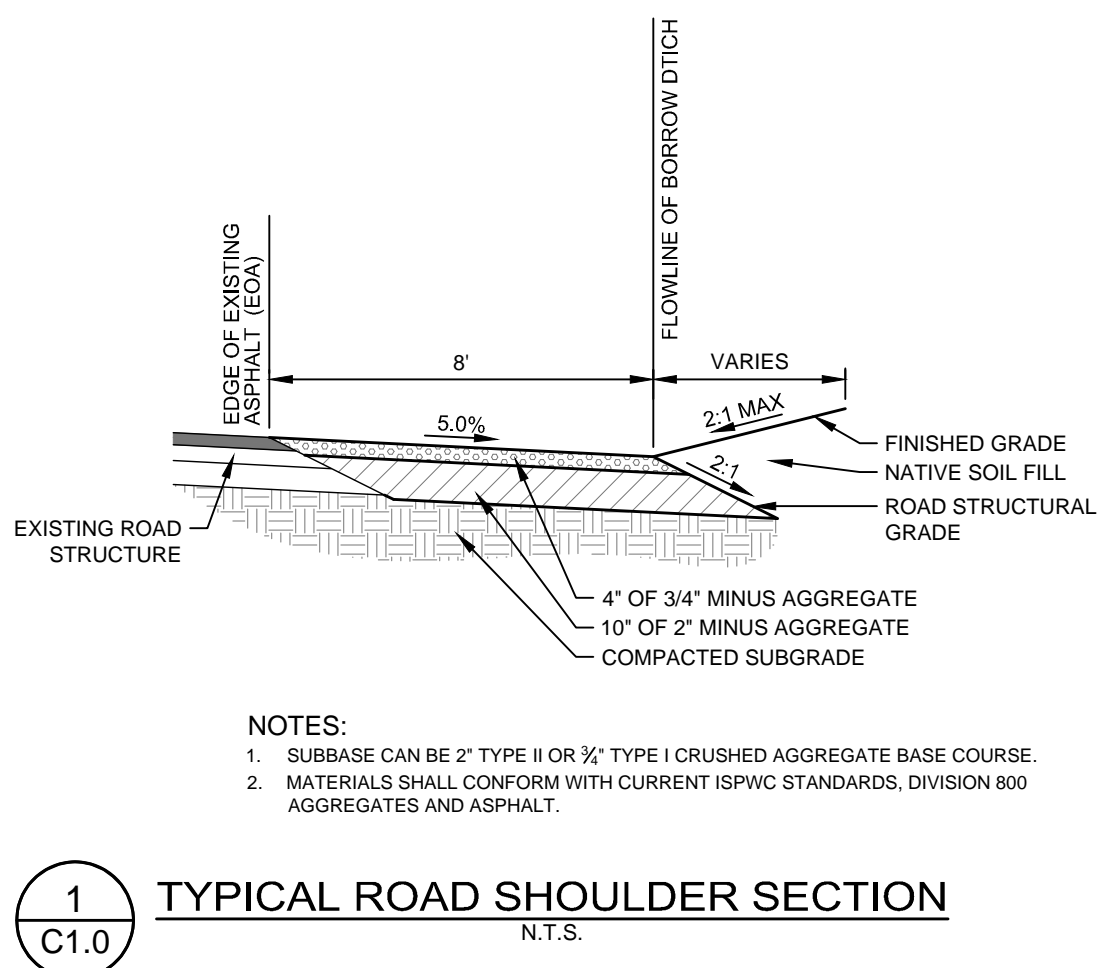
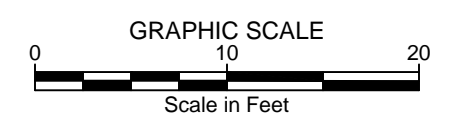
EXISTING ITEMS

- Property Line
- Adjoiner's Lot Line
- Centerline
- 5' Contour Interval
- 1' Contour Interval
- Edge of Asphalt
- Utility Risers
- Power Pole
- Water Meter
- Valve Box
- Drywell
- Found 1/2" Rebar
- Sewer Main
- Sewer Service
- Sewer Manhole
- Water Main
- Water Service

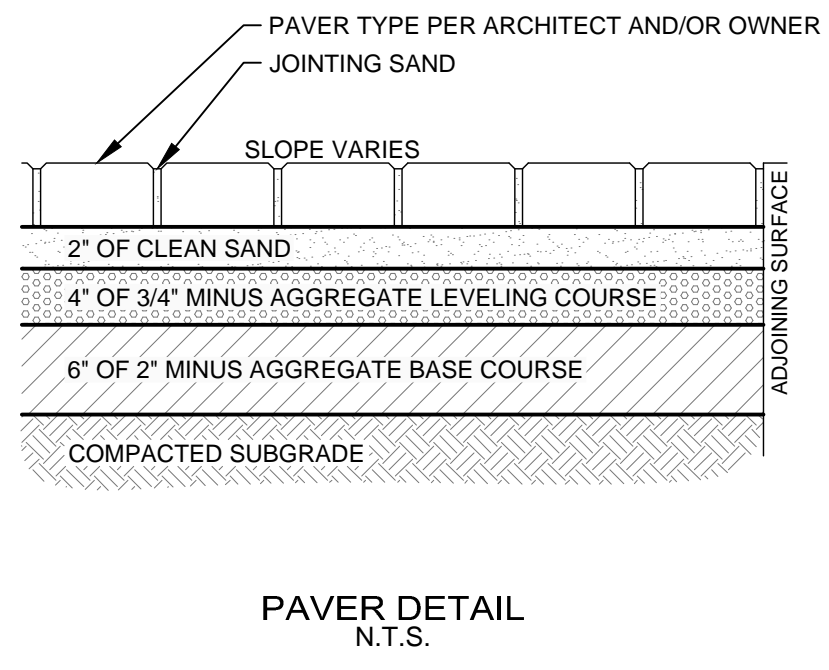
PROPOSED ITEMS

- Pavers
- Flow Line of Ditch/Swale
- Spot Elevation
- Grade / Slope
- Gravel Shoulder
- 5' Contour Interval
- 1' Contour Interval
- Limits of RW Improvement Disturbance

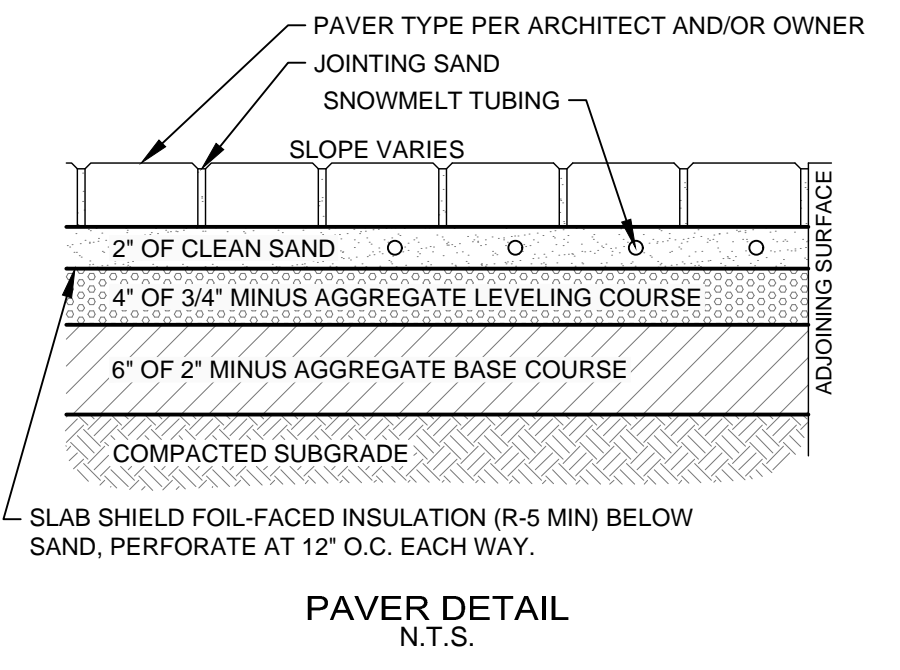
BS = Bottom of Steps
 EG = Existing Grade
 FFE = Finished Floor Elevation
 FG = Finished Grade
 FL = Flow Line
 TA = Top of Asphalt
 TC = Top of Concrete
 TG = Top of Grate
 TP = Top of Pavers



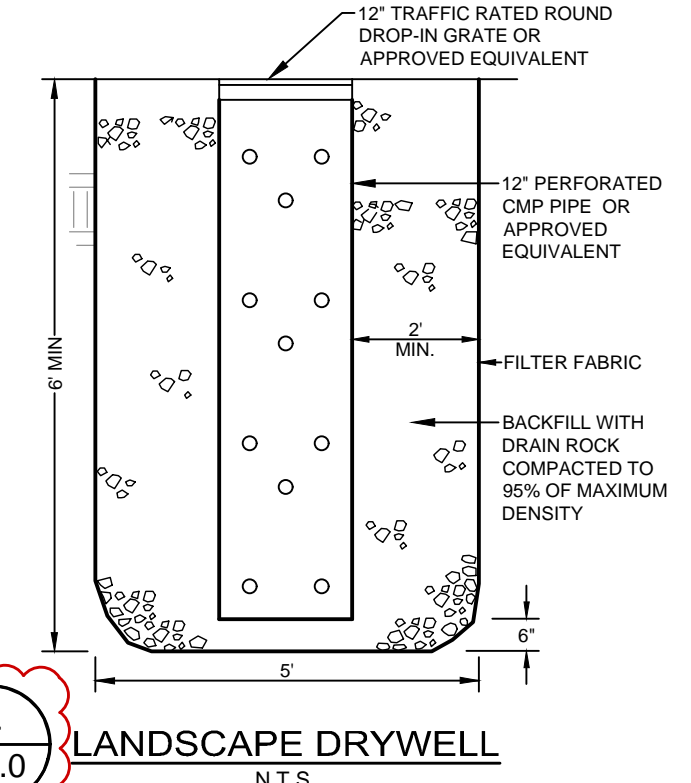
1 TYPICAL ROAD SHOULDER SECTION N.T.S.



2 STANDARD PAVER DETAIL N.T.S.



3 HEATED PAVER DETAIL N.T.S.



4 LANDSCAPE DRYWELL N.T.S.

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.

RIGHT-OF-WAY IMPROVEMENT PLAN
118 IRENE STREET
AMENDED LOT 14, WARM SPRINGS CREEKSIDE SUBD.
 LOCATED WITHIN SECTION 11, T.4 N., R.17 E., B.M., CITY OF KETCHUM, BLAINE COUNTY, IDAHO
 PREPARED FOR DAVID AND KIMBERLY BARENBERG
 PROJECT INFORMATION
 File: 118IreneSt(2022)ImpConstruction(2022).ENG 9A-SE - MS Update.dwg 08/22/2022 12:35:48 PM

ORIGINAL SIGNED BY _____
 DATE ORIGINAL SIGNED: 08/22/2022

PROFESSIONAL ENGINEER
 LICENSED
 STATE OF IDAHO
21244
MATT SMITHMAN

ORIGINAL ON FILE AT
 OFFICE OF GALENA
 ENGINEERING
 (HAILEY, ID)

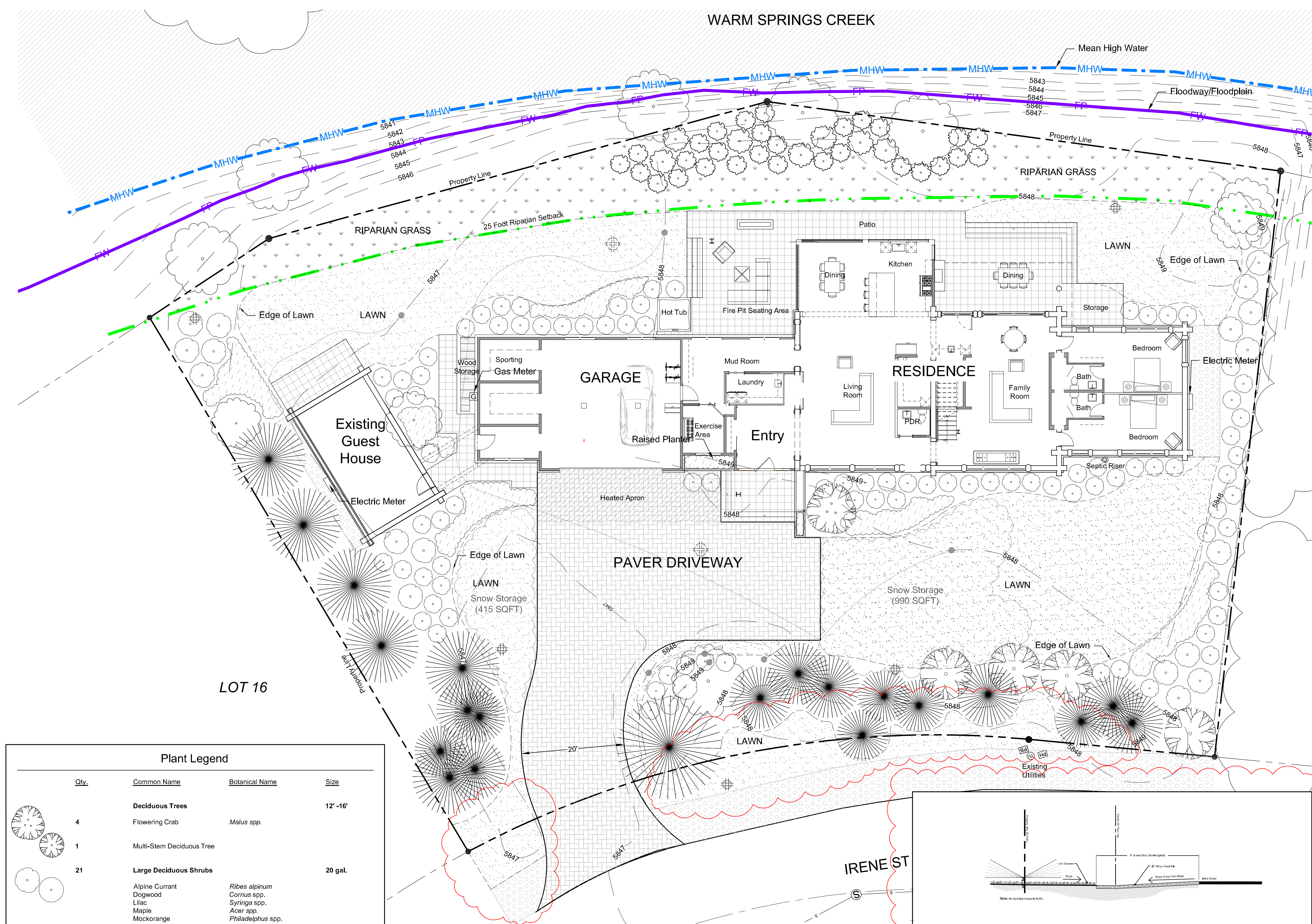
DESIGNED BY _____
 CT
 DRAWN BY _____
 MS
 CHECKED BY _____

NO.	DATE	BY	REVISIONS
A	08/15/2022	MS	REVISIONS PER CITY OF KETCHUM REVIEW
B	08/22/2022	MS	PAVER DRIVEWAY CLARIFICATIONS

PURPOSE: _____

C1.0

WARM SPRINGS CREEK

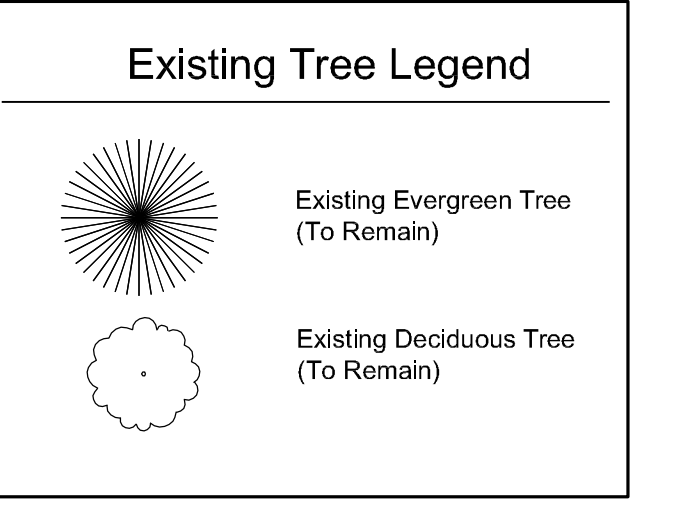
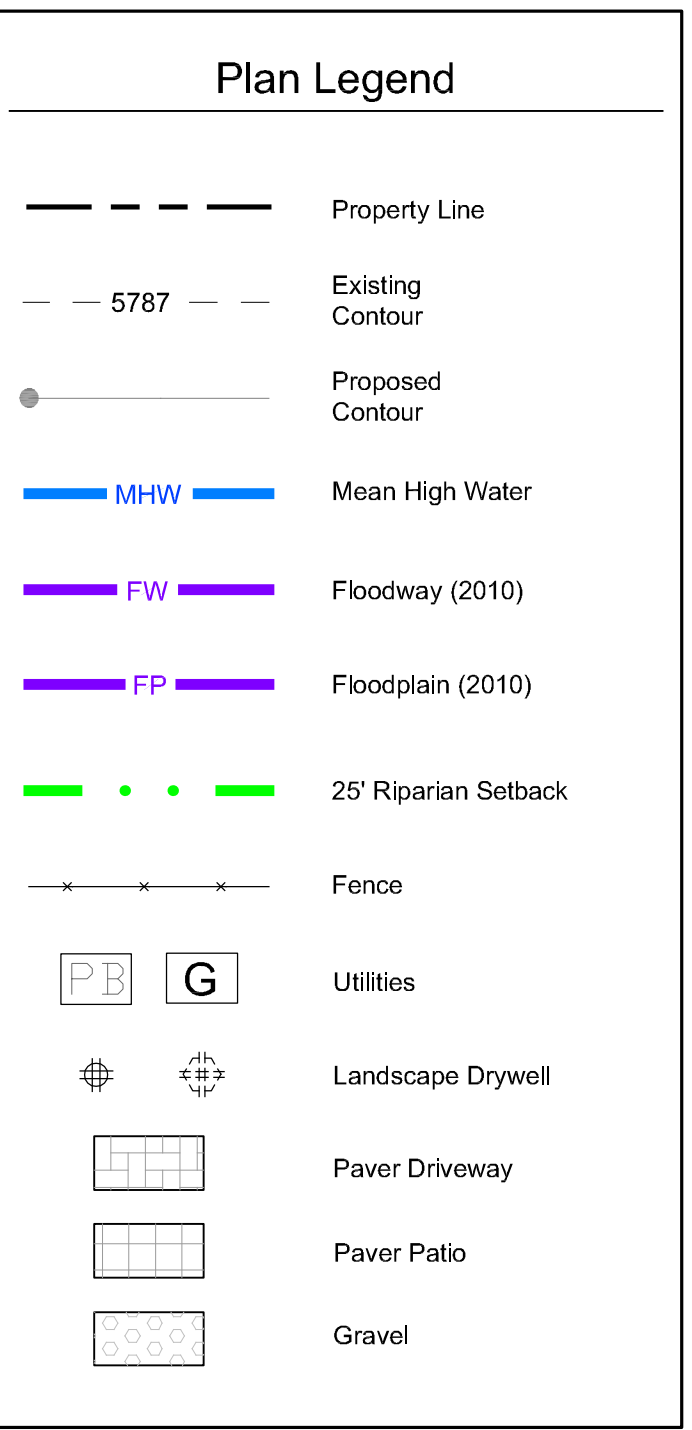


General Notes

1. Base map information taken from survey by Galena Engineering dated 10/18/21 and from on-site information. Contractor shall verify conditions in the field prior to construction. Architectural Information provided by Blincoe Architecture dated 07/01/22.
2. Landscape architect is not responsible for any deviation from these plans, unless such changes are authorized by the landscape architect in writing.
3. All existing utilities are underground. All new utilities shall be underground.
4. Site serviced by City of Ketchum.

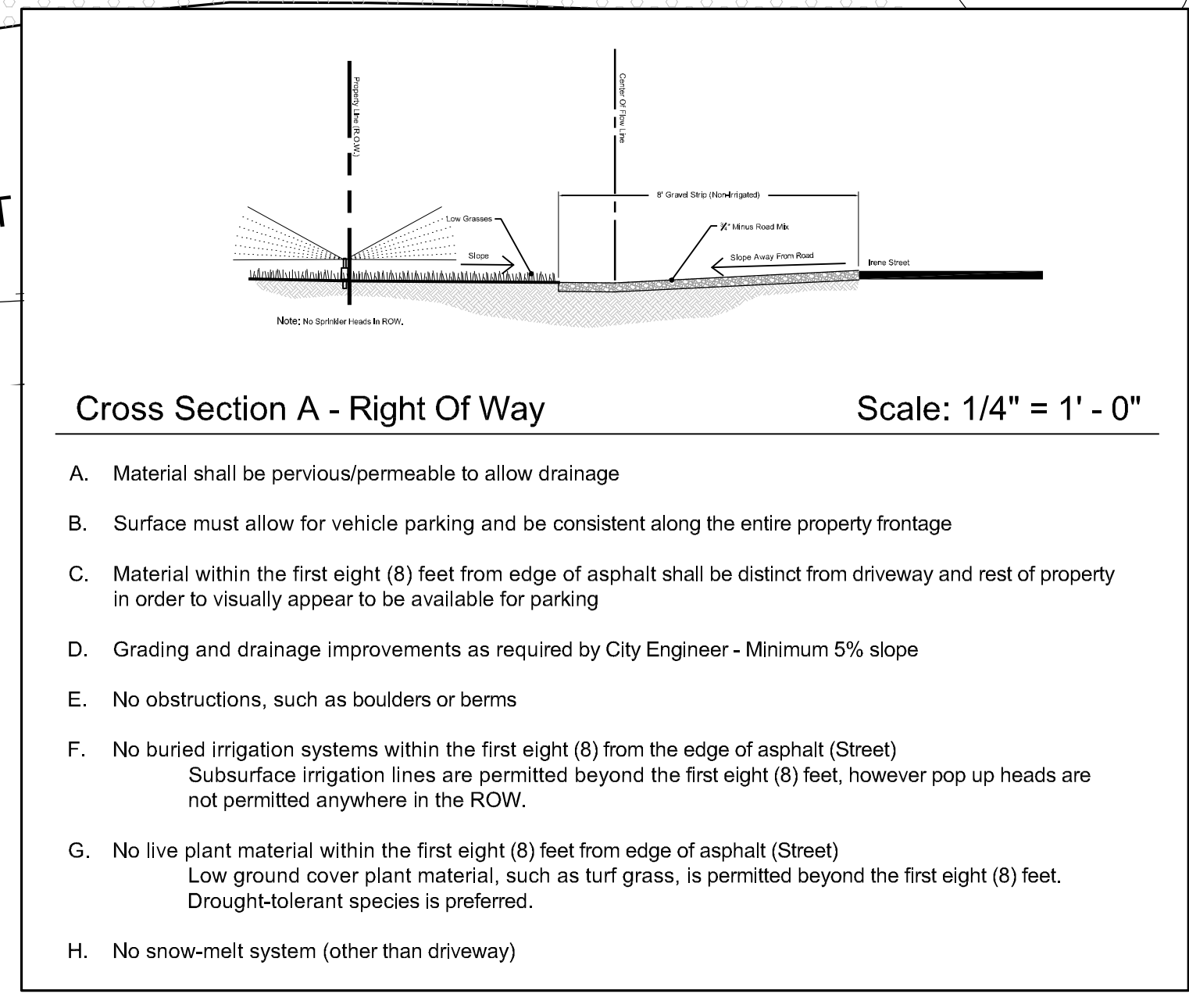
Landscape Plan Notes

1. All Disturbed areas shall be revegetated and irrigated with an automatic underground sprinkler system.
2. All planting beds to have 3" cover of bark or compost mulch.
3. Trees shown at approximately 2/3 mature diameter.
4. All utilities are underground and shall be located prior to any work.



Snow Storage

Driveway Area:	2,567 SQFT x 50%
Required Area:	1,283.5 SQFT
Snow Storage Provided:	1,405 SQFT



Plant Legend

Qty.	Common Name	Botanical Name	Size
4	Deciduous Trees Flowering Crab	<i>Malus spp.</i>	12' - 16'
1	Multi-Stem Deciduous Tree		
21	Large Deciduous Shrubs		20 gal.
	Alpine Currant	<i>Ribes alpinum</i>	
	Dogwood	<i>Cornus spp.</i>	
	Lilac	<i>Syringa spp.</i>	
	Maple	<i>Acer spp.</i>	
	Mockorange	<i>Philadelphus spp.</i>	
	Ninebark	<i>Physocarpus spp.</i>	
88	Small Deciduous Shrubs		20 gal.
	Burning Bush	<i>Euonymus alatus</i>	
	Colanester	<i>Cotoneaster spp.</i>	
	Snowberry	<i>Symphoricarpos spp.</i>	
	Spirea	<i>Spirea spp.</i>	
100	Perennial Flowers		Flats
	Lupine	<i>Lupinus spp.</i>	
	Echinacea	<i>Echinacea spp.</i>	
	Rubedckia	<i>Rubedckia spp.</i>	
5,700 Sq.Ft.	Grasses - Lawn Mix		Sod or Seed
(33%)	Tall Fescue	<i>Festuca arundinacea</i>	
(33%)	Hard Fescue	<i>Festuca trachyphylla</i>	
(33%)	Chewing Fescue	<i>Festuca rubra var. commutata</i>	

Riparian Plant Legend

Qty.	Common Name	Botanical Name	Size
36	Riparian Shrubs		5 gal.
	Dogwood	<i>Cornus spp.</i>	
	Willow	<i>Salix spp.</i>	
2,100 Sq. Ft.	Natural Grasses - Riparian Seed Mix		Hydroseed
	Idaho Fescue	<i>Festuca idahoensis</i>	
	Bluebunch Wheatgrass	<i>Pseudoroegneria spicata</i>	
	Bluejoint Wheatgrass	<i>Pascopyrum smithii</i>	
	Steambank Wheatgrass	<i>Elymus lanceolatus</i>	
	Tufted Hairgrass	<i>Deschampsia cespitosa</i>	
	Fowl Bluegrass	<i>Poa palustris</i>	

Barenborg Residence

EGGERS ASSOCIATES, P.A.
landscape architecture

T: (208) 725-0958
F: (208) 725-0972

P.O. Box 955
Ketchum, ID 83740

Barenborg Residence
118 Irene Street
Lot 14, Warm Springs Creekside Sub.
Ketchum, Idaho

Job No: 21.36
Scale: 1" = 10' - 0"

Issue/Revisions: Date:
Permit Set 07/01/22
RVSD 08/16/22
RVSD 08/25/22
RVSD 09/01/22

All information appearing herein shall not be duplicated, discharged or otherwise used without the written consent of Eggers Associates, P.A.

Sheet Title:
Landscape Plan

Sheet No:
L3.0



City of Ketchum

September 6, 2022

Mayor Bradshaw and City Councilors
City of Ketchum
Ketchum, Idaho

Mayor Bradshaw and City Councilors:

Recommendation to Approve the 460 N Main Mixed-Use Building FAR Exceedance Agreement 22792, Right-of-Way Encroachment Agreement 22794, Phased Development Agreement 22793, and Lot Consolidation Final Plat Application File No. P22-041.

Recommendation and Summary

Staff recommends the Ketchum City Council approve the attached FAR Exceedance Agreement 22792, Right-of-Way Encroachment Agreement 22794, Phased Development Agreement 22793, and Lot Consolidation Final Plat Application File No. P22-041 for the proposed mixed-use development located at 460 N Main Street and adopt the following motions:

- “I move to authorize the Mayor to sign FAR Exceedance Agreement 22792 with Fifth & Main LLC.”
- “I move to authorize the Mayor to sign Right-of-Way Encroachment Agreement 22794 with Fifth & Main LLC.”
- “I move to authorize the Mayor to sign Phased Development Agreement 22793 with Fifth & Main LLC.”
- “I move to approve Lot Consolidation Final Plat Application File No. P22-041 subject to conditions 1 through 3.”

The reasons for the recommendation are as follows:

- Pursuant to Condition of Approval No. 4 of Design Review Permit P22-007, a FAR Exceedance Agreement between the applicant and the City to memorialize the community housing obligation shall be signed and recorded prior to issuance of a building permit for the project. The applicant has provided four one-bedroom community housing rental units within the mixed-use building. The total floor area of the four community housing units is 2,752 square feet, which is 505 square feet more than required for the FAR exceedance.
- The project requires a Right-of-Way Encroachment Permit for the new heated paver sidewalks proposed along 5th Street and the snowmelt system installed within the Block 5 alleyway. The project complies with all standards for Right-of-Way Encroachment Permit issuance specified in Ketchum Municipal Code §12.12.060.
- The Lot Consolidation Subdivision Final Plat will combine lots 3 and 4 within block 5 of Ketchum Townsite to consolidate the development parcel. The request to combine two Ketchum Townsite lots downtown meets all applicable standards outlined in the City’s subdivision regulations.

Introduction and History

The applicant, property owner and developer David Wilson represented by architect Michael Bulls of Ruscitto Latham Blanton Architecture, is proposing to develop a new 24,216-gross-square-foot mixed-use building at the southeast corner of Main and 5th Streets within the Retail Core (CC-1) Zoning District. The mixed-use building will accommodate two retail units on the ground floor, a parking garage with 8 off-street parking spaces, 4 community housing rental units with private entrances accessed from the alley, and 4 market-rate residential units.

The Ketchum Planning and Zoning Commission conducted the required public hearing for the 460 N Main Mixed-Use Development Design Review (Application File No. P22-007), Variance (Application File No. P22-013), Lot Consolidation Preliminary Plat (Application File No. P22-005), and Condominium Subdivision Preliminary Plat (Application File No. P22-006) concurrently in accordance with Idaho Code §67-6522 during their regular meeting on March 8th, 2022. The Planning and Zoning Commission approved the 460 N Main Mixed-Use Development Design Review and Variance applications and recommended approval of the Lot Consolidation Preliminary Plat and Condominium Subdivision Preliminary Plat applications to the Ketchum City Council. The City Council reviewed and approved the Lot Consolidation and Condominium Subdivision Preliminary Plat applications on April 11th, 2022.

Analysis

FAR Exceedance Agreement 22792

Ketchum Municipal Code §17.124.040 encourages new developments to include a reasonable supply of affordable and resident-occupied housing for sale or rent to help meet the demand and needs for housing of the community's workforce. Development within the Community Core may be built to a permitted FAR of 1.0 and may be increased up to a maximum of 2.25 FAR with an associated mitigation of impacts related to workforce housing. The City of Ketchum has instituted the adoption of exceedance agreements to memorialize community housing contributions provided in exchange for increases above the permitted FAR. The applicant agrees with these goals and proposes to provide four one-bedroom community housing rental units within the mixed-use building. The total floor area of the four community housing units is 2,752 square feet, which is 505 square feet more than required for the FAR exceedance. FAR Exceedance Agreement 22792 is included as Attachment A for the City Council's review and approval.

Right-of-Way Encroachment Agreement 22794

Pursuant to Condition of Approval No. 6 of Design Review Permit P22-007, the project requires a Right-of-Way Encroachment Permit for the new heated paver sidewalks proposed along 5th Street and the snowmelt system installed within the Block 5 alleyway. The snowmelt system will meet the energy efficiency standards for snowmelt located in the public Right-of-Way. Pursuant to Ketchum Municipal Code §12.12.040.C, a Right-of-Way Encroachment Permit is required for any permanent encroachment of the public right-of-way where a permanent fixture to the ground or a building will occur. The associated Right-of-Way Encroachment Agreement is intended to help protect the City in the event the proposed encroachments were to ever pose an issue requiring repair, relocation, or removal of the encroachment. The standards for issuance of a Right-of-Way Encroachment Permit are specified in Ketchum Municipal Code §12.12.060. The encroachments proposed for the 460 N Main Mixed-Use Building project comply with all standards. Right-of-Way Encroachment Agreement 22794 is included as Attachment B for the City Council's review and approval.

Phased Development Agreement 22793

The City Council approved the 5th & Main Condominiums Subdivision Preliminary Plat for the 460 N Main Mixed-Use Building on April 11th, 2022. The developer plans to offer the market-rate residential and commercial units for sale individually as construction is completed and has pursued a phased development plan for the project consistent with Ketchum Municipal Code §16.04.110. The developer will be required to complete all improvements required for the project in accordance with Phased Development Agreement 22793 included as Attachment C. Final plat approval for all condominium units within the mixed-use building may occur once the improvements specified in the phased development agreement are complete and approved by City Departments.

Lot Consolidation Final Plat Application File No. P22-041

The Lot Consolidation Subdivision Final Plat will combine lots 3 and 4 within block 5 of Ketchum Townsite to consolidate the development parcel. The request to combine two Ketchum Townsite lots downtown meets all applicable standards outlined in the City's subdivision regulations. This project fits in with downtown's local context and small-town character. The development of different buildings on smaller lots over time generates variety in design and detail to form a dynamic, authentic, and interesting streetscape. Lot consolidations impact the pattern of downtown development. This application combines two Ketchum Townsite lots. Combined Lot 3A will have 110 feet of frontage along Main Street and 100 feet of frontage along 5th Street. The total area of the combined lots is 11,000 square feet. Many Ketchum Townsite lots have been consolidated downtown to accommodate new development. Proposed Lot 3A is the same size and shape as the Idaho Independent Bank and Wells Fargo Bank properties across Main Street.

Sustainability

The project does not limit the ability of the city to reach the goals of the Ketchum Sustainability Action Plan – 2020. The project has been designed to meet all standards specified in the 2018 International Energy Conservation Code and the City of Ketchum's Green Building Codes provided in Chapter 15.20 of Ketchum Municipal Code. The project has been designed to attain National Green Building (NGBS) silver certification. The proposed snowmelt system as specified in Exhibit A of Right-of-Way Encroachment Agreement 22792 meets the City's snowmelt requirements for commercial projects.

Financial Impact

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

Attachments

- A. FAR Exceedance Agreement 22792
- B. Right-of-Way Encroachment Agreement 22794
- C. Phased Development Agreement 22793
- D. Lot Consolidation Final Plat Application File No. P22-041
 - a. Draft Findings of Fact, Conclusions of Law, and Decision
 - b. Application Submittal

Attachment A
FAR Exceedance Agreement
22792

**FAR EXCEEDANCE
AGREEMENT #22792**

Parties:

City of Ketchum	"City"	P.O. Box 2315, 191 5 th Street W, Ketchum, Idaho 83340
Fifth & Main LLC	"Owner"	Mailing: P.O. Box 6770, Ketchum, Idaho 83340 Physical Address: 460 N Main Street, Ketchum, Idaho 83340

This FAR Exceedance Agreement ("Agreement") is made between the City of Ketchum ("City"), a municipal corporation of the state of Idaho, and David Wilson, representing Fifth & Main LLC ("Owner"), the owner of the development project.

RECITALS

- A. Pursuant to the City's authority under the Idaho Local Land Use Planning Act, the Ketchum Municipal Code ("K.M.C.") Chapter 17.124 provides for certain development standards, including maximum floor area ratio (FAR) standards under K.M.C. 17.124.040 - Floor Area Ratios and Community Housing. These standards are intended to protect the public interest, health, general welfare, and provision of public services. The City has provided options for development proposals to potentially exceed the allowable FAR in exchange for mitigation of the impacts of such larger development, particularly as focused on affordable community and workforce housing. K.M.C. 17.124.040(B).
- B. Litigation was brought challenging the constitutionality and legality of the City's FAR standards in relation to the inclusionary housing incentive under K.M.C. 17.124.040 that was voluntarily dismissed.
- C. The City has adopted Resolution 17-006 which provides for the Parties to proceed with the FAR standards and options under K.M.C. 17.124.040, so long as the Parties voluntarily opt into a FAR Exceedance Agreement, making clear they are voluntarily opting by contract into use of such FAR standards and mitigation measures and are waiving any claims or demands related to any legal challenge to K.M.C. 17.124.040.

THEREFORE, in consideration of the mutual agreement herein contained and subject to the terms and conditions stated, it is hereby understood and agreed by the Parties as follows:

- 1. **Attestation of Developer.** Developer, by this Agreement, attests that the City has disclosed potential litigation challenging K.M.C. 17.124. Developer desires to voluntarily proceed on the development proposal, including proposal of exceedance of FAR

standards and accompanying mitigation measures, using the approach and standards as set forth in K.M.C. 17.124.

2. **Waiver and Release of Claims.** Developer, by this Agreement, waives and releases any claims, demands, challenges, claims for reimbursement or refund, and/or damages now or in the future deriving from or relying on the outcome of future litigation substantially challenging the validity of K.M.C. 17.124 and its standards. It is Developer's intent to accept and proceed with such standards as outlined in K.M.C. 17.124 for Developer's development plan for purposes of allowable FAR and Developer voluntarily and knowingly accepts the mitigation measures as proposed.
3. **FAR Exceedance Consideration.** In consideration for Developer's attestation and waiver, the City agrees to consider their exceedance proposal and will currently consider and evaluate Developer's proposed FAR exceedance and accompanying mitigation measures within the framework and standards of K.M.C. 17.124.040, attached hereto as Exhibit A and made a part of this Agreement.
4. **Maximum FAR and Mitigation.** The Parties hereby agree to an allowable maximum floor area ratio and accompanying mitigation measures as set forth in Exhibit B, attached hereto and made a part of this Agreement.
5. **Withdrawal.** Developer may withdraw from this Agreement upon thirty days notice to City provided that Developer has not commenced building and has received no benefit from a maximum FAR exceedance. Withdrawal shall cause an immediate reversion to the permitted gross FAR as set forth in Exhibit A: K.M.C. 17.124.040(A) at the time of this Agreement.
6. **Amendments.** This Agreement may not be amended, modified, altered or changed in any respect whatsoever, except by further agreement in writing duly executed by the parties.
7. **No Assignment.** Developer shall not sell, assign, or transfer all or any portion of its interest in this Agreement at any time without consent of the City.
8. **Binding Effect.** This Agreement shall be binding upon the heirs, estates, personal representatives, successors, and assigns of the parties.
9. **Attorney Fees and Costs.** In the event any action is brought to enforce this Agreement, the prevailing party is entitled to an award of reasonable attorney fees and costs.
10. **Notices.** Any notice under this Agreement shall be in writing and shall be treated as duly delivered if the same is personally delivered or deposited in the United States mail,

certified, return receipt requested, postage prepaid, and properly addressed to the contacts as specified at the beginning of this Agreement.

11. **Partial Invalidity.** Whenever possible, each provision of this Agreement shall be interpreted in such a way as to be effective and valid under applicable law. If a provision of this Agreement is prohibited by or invalid under applicable law, it shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement.

12. **Waiver:** The rights and remedies of the parties to this Agreement are cumulative and not alternative. Neither the failure nor any delay by any party in exercising any right, power, or privilege under this Agreement or the documents referenced in this Agreement will operate as a waiver of such right, power, or privilege, and no single or partial exercise of any such right, power, or privilege will preclude any other or further exercise of such right, power, or privilege or the exercise of any other right, power, or privilege.

13. **Execution and Counterparts:** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original agreement, but all of which shall be considered one instrument.

DATED THIS ____ DAY OF SEPTEMBER 2022.

Owner

City of Ketchum, Idaho

Fifth & Main LLC
an Idaho limited liability company
its Managing Member
David Wilson

Neil Bradshaw, Mayor

Attest:

Lisa Enourato, Interim City Clerk

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

On this _____ day of _____, 2022, before me, the undersigned Notary Public in and for said State, personally appeared David Wilson, known or identified to me to be the Managing Member of Fifth & Main LLC and 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)
) ss.
County of Blaine)

On this ___ day of _____, 2022, 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 _____

17.124.040: FLOOR AREA RATIOS AND COMMUNITY HOUSING:

- A. General Requirements: All new buildings and alterations to existing buildings in the GR-H, T, T-3000, T-4000 and CC zoning districts, unless otherwise specified in this title, shall be subject to the maximum floor area ratio (FAR) described below. Hotels that meet the definition of "hotel" found in [chapter 17.08](#) of this title may exceed the floor area listed in the table below subject to section [17.124.050](#) of this chapter.

Districts	Permitted Gross FAR	Inclusionary Housing Incentive
GR-H	0.5	1.4
T	0.5	1.6
T-3000	0.5	1.6
T-4000	0.5	1.6
CC	1.0	2.25

B. Inclusionary Housing Incentive:

1. The purpose of this section is to encourage new development to include a reasonable supply of affordable and resident occupied workforce housing for sale or rent, to help meet the demand and needs for housing of the community's employees. Land within the zoning districts specified in the table above may be built to the listed permitted FAR. As an incentive to build community housing units, floor area may be increased up to the maximum FAR listed in said table with inclusionary housing incentive.
2. An increased FAR may be permitted subject to design review approval, and provided, that all of the following conditions are met:
 - a. A minimum of twenty percent (20%) of the total increase in gross floor area above the greater of the permitted FAR is deed restricted in perpetuity as community housing unit(s). Of this gross square footage, a fifteen percent (15%) reduction will be allowed as a standard discount from gross square footage to net livable square footage for community housing units.
 - b. After calculating net livable square footage, an allowance can be made for projects with demonstrated groundwater issues as documented by a registered engineer. Upon determination by the city that groundwater on the subject property precludes underground parking, a credit of three hundred fifty (350) square feet per required parking space shall be subtracted from the net livable square footage prior to the calculation for the twenty percent (20%) deed restricted community housing. Parking space credit shall be rounded to the nearest whole number, and shall not be calculated as fractions.
 - c. Community housing requirements may be paid via a fee in lieu of housing. The community housing units times the fee equals the amount due to the city. The fee in lieu shall be recommended by the governing housing authority on an annual basis and adopted by the city council. For fractions of units, the developer has the option of providing a full housing unit

rather than paying the fee in lieu or working with the city or other nonprofit entity to construct the balance of the community housing unit with additional funds.

- d. All community housing units, either for sale or rent, shall be administered by the governing housing authority, unless otherwise determined by the city council. The governing housing authority shall recommend the types and locations of all proposed community housing units for approval by the city.
 - e. The community housing units shall be targeted for Blaine County housing authority income category 4 (100 percent or less of area median income). The applicant may seek the recommendation of the governing housing authority in the determination of an alternative category with corresponding adjustment in the amount of community housing required. Said recommendation, if mutually agreed upon by the applicant and the commission, may be used in place of category 4. This allowance shall be based on need for the category type. The definition of who may qualify to purchase affordable housing shall be maintained in the guidelines of the governing housing authority as adopted by the city council.
 - f. The city's primary goal is to see the development of and encourage the construction of community housing units, but realizes that other options will also move the city closer to its goal of housing the workforce. With this in mind, the following options for fulfillment of the community housing incentive are available to the applicant outright. These include, but are not limited to:
 - (1) Housing constructed by the applicant on or off site, within the city of Ketchum;
 - (2) Payment of an in lieu fee; or
 - (3) Acquisition of existing housing stock that meets with the governing housing authority's requirements and approval.
 - g. In addition to those outright options noted in this section, the city council may consider alternative proposals by the applicant to fulfill the community housing incentive. The city council has full discretionary power to determine said request. Options for fulfillment of the community housing incentive include, but are not limited to:
 - (1) Land conveyance to the city;
 - (2) Existing housing unit buy down or mortgage buy down; or
 - (3) Other proposals and options as approved by the city council.
3. In the CC district, the maximum floor area incentive applies to buildings up to three (3) stories in height. Buildings above three (3) stories may exceed the 2.25 FAR maximum only in accordance with the pertinent code provisions allowing for a fourth floor (for example, hotels, PUDs and 100 percent community housing project, etc.). For hotel uses, community housing calculations apply to all those portions of the hotel development except the hotel units, which are addressed pursuant to employee housing of this chapter. (Ord. 1135, 2015)

Exhibit B

EXCEEDANCE AGREEMENT COMPLIANCE

PROJECT: 460 North Main Street Mixed-Use Building

APPLICATION FILE NUMBERS: Design Review P22-007, Variance P22-013, Lot Consolidation Preliminary Plat P22-005, Condominium Subdivision Preliminary Plat P22-006

OWNER: David Wilson, Fifth & Main LLC

REPRESENTATIVE: Michael Bulls, Ruscitto Latham Blanton Architecture

REQUEST: Develop a new 24,216 gross-square-foot mixed-use building containing 2 retail units on the ground floor, a parking garage with 8 off-street parking spaces, 4 community housing units with private entrances accessed from the alley, and 4 market-rate residential units on the upper floors.

LOCATION: 460 N Main Street (Ketchum Townsite: Block 5: Lots 3 & 4)

ZONING: Retail Core of the Community Core (CC-1)

BACKGROUND:

1. The applicant is proposing to develop a new 24,216-square-foot mixed-use building at the southeast corner of Main and 5th Streets that will contain two retail units on the ground floor, a parking garage with 8 off-street parking spaces, 4 community housing units with private entrances accessed from the alley, and 4 market-rate residential units on the second and third floors.
2. The site is located at 460 N Main Street (Ketchum Townsite: Block 5: Lots 3 & 4) within the Retail Core Subdistrict of the Community Core (CC-1). Multi-family dwelling units retail are permitted uses in the CC-1 Zone.
3. The subject property has an area of 11,000 square feet.
4. The proposed floor area of the project will have a total area of 24,216 gross square feet.
5. The mixed-use building has a proposed Floor Area Ratio (FAR) of 2.21 (24,216 gross square feet/11,000 square feet lot area).

6. As a condition of Design Review approval, the project shall comply with the requirements of Ketchum City Code §17.124.040, *Floor Area Ratios and Community Housing*, as adopted on the date a Building Permit is submitted for the project.
7. The Planning and Zoning Commission approved the Design Review application (P22-007) for the 460 N Main Mixed-Use Building on March 8th, 2022. Building Permit plans must conform to the approved Design Review plans unless otherwise approved in writing by the Planning and Zoning Commission or Administrator.

EXCEEDANCE ANALYSIS

The project shall comply with the requirements of Ketchum City Code § 17.124.040 as adopted on the date a building permit is submitted for the project.

Permitted in Community Core Subdistrict 1 (CC-1)

Permitted Gross FAR: 1.0

Permitted Gross FAR with Inclusionary Housing Incentive: 2.25

Proposed Gross Floor Area: 24,216 gross square feet

Lot Area: 11,00 square feet

FAR Proposed: 2.21 (24,216 gross square feet/11,000 square feet lot area)

Increase Above Permitted FAR: 13,216 square feet

20% of Increase: 2,643 square feet

Net Livable (15% Reduction): 2,247 square feet community housing required.

The applicant has proposed to provide four one-bedroom community housing units as shown on the second-level floor plan (Sheet A3.2) within the mixed-use building to satisfy the community housing contribution. The total floor area for each community housing unit is provided on Sheet A0.6 of the project plans.

Community Housing Unit	Floor Area
Unit 2C	682 square feet
Unit 2D	676 square feet
Unit 2E	679 square feet
Unit 2F	715 square feet
Total	2,752 square feet

The total floor area of the four community housing units is 2,752 square feet, which is 505 square feet more than required for the FAR exceedance.

Total Proposed Community Housing Net Livable Square Feet Contribution: 2,752 square feet

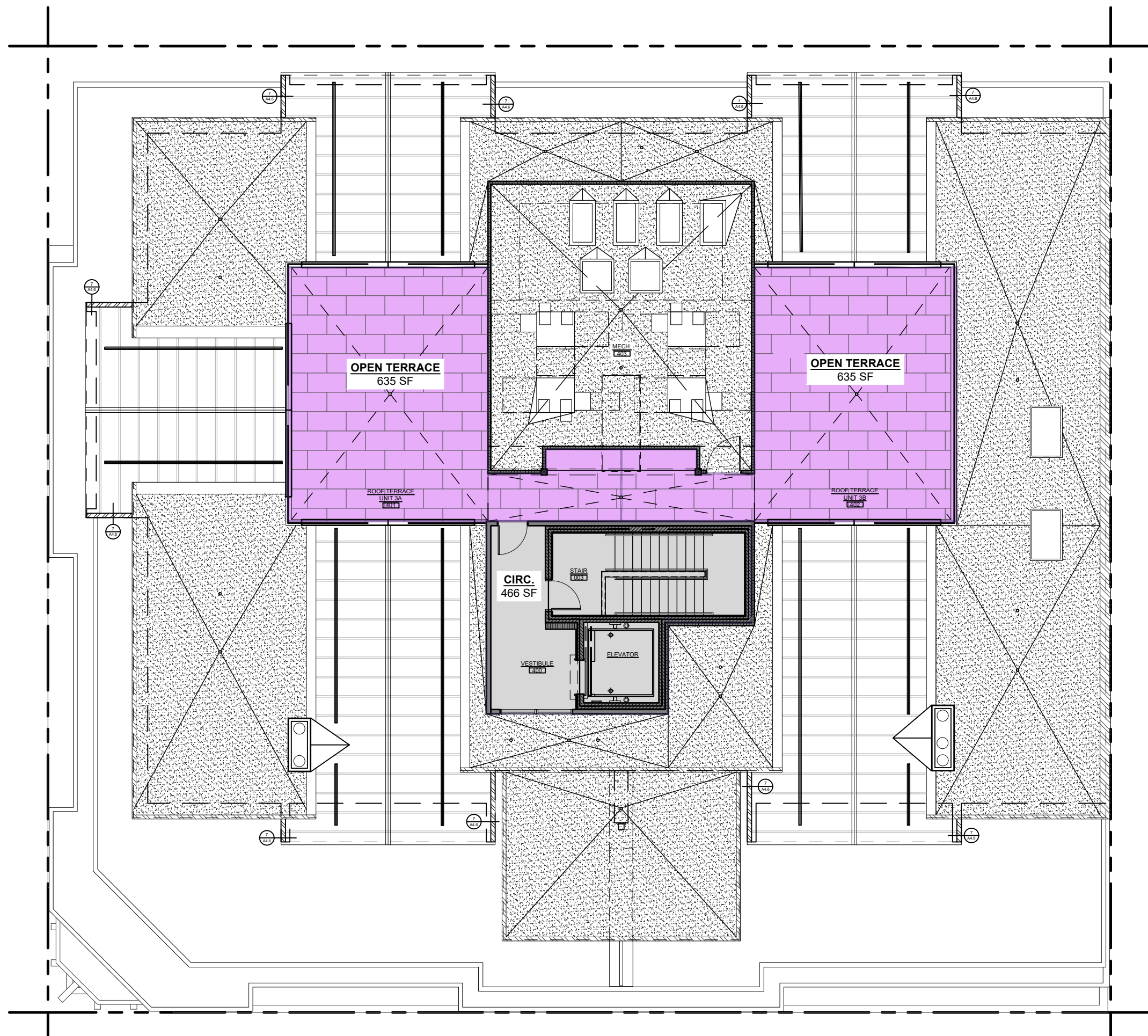
Remainder Community Housing In-Lieu Fee: \$0

460 N MAIN MIXED-USE BUILDING COMMUNITY HOUSING CONTRIBUTION

The applicant shall provide the following:

1. Provide four, one-bedroom community housing units for rent on the ground floor of the mixed-use building with private entrances accessed from the alley. The total floor area of the four community housing units is 2,752 square feet.
2. Target subject community housing unit rental for Blaine County Housing Authority (BCHA) Income Category 4 or lower. The tenants chosen to occupy the community housing units shall be selected from the BCHA database of qualified households.
3. The community housing units shall be listed for rent through BCHA concurrent with the issuance of a Certificate of Occupancy by the City for the project.
4. The deed covenant for the community housing units shall be recorded prior to Certificate of Occupancy for the mixed-use building and notated on the Final Condominium Plat.

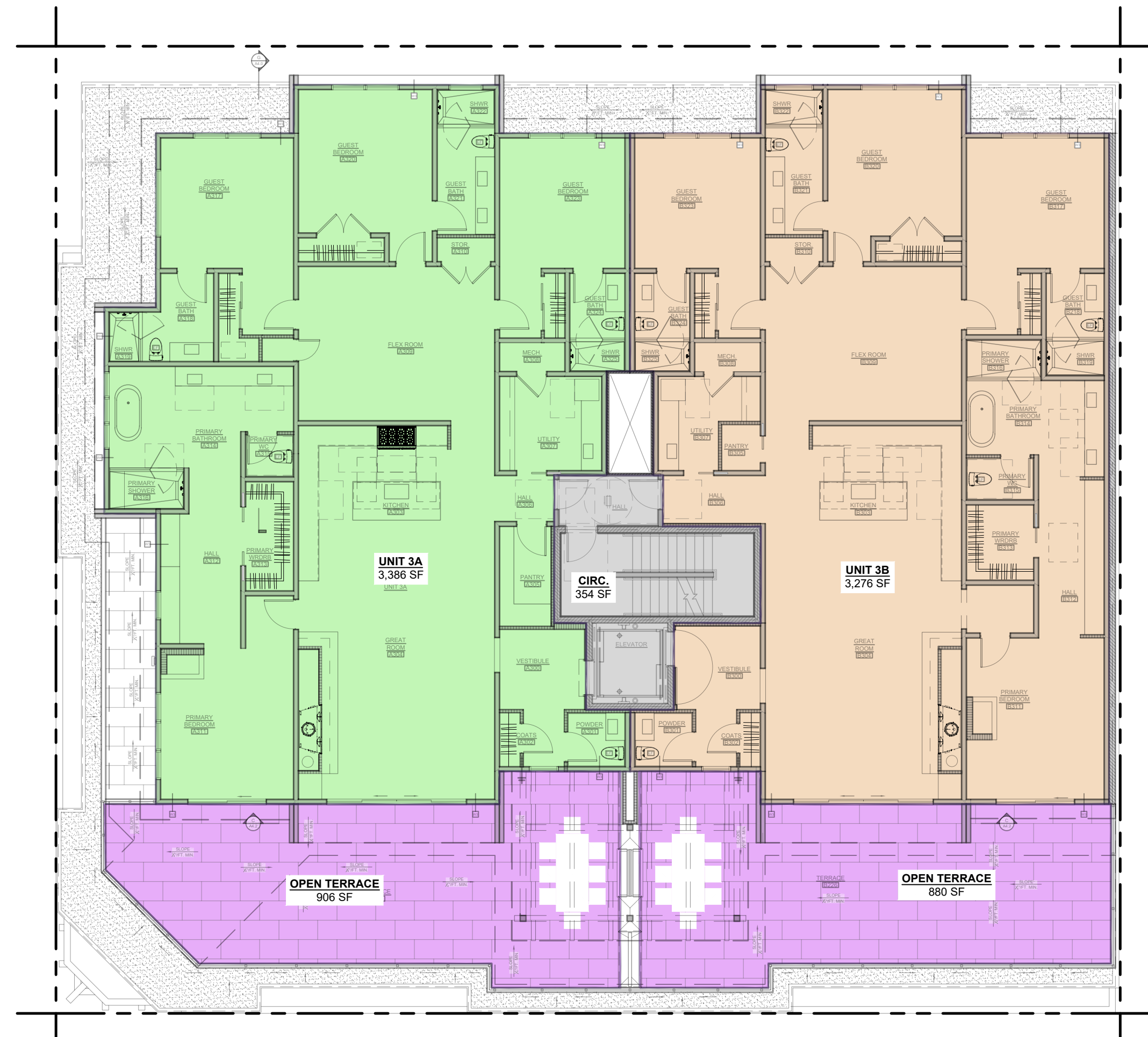
OWNERSHIP OF DOCUMENTS: This document, and the ideas and designs incorporated herein, as an instrument of professional service, is the property of RUSCITTO LATHAM BLANTON ARCHITECTURE P.A., and is not to be used in whole or in part, for any other project without written authorization of RUSCITTO LATHAM BLANTON ARCHITECTURE P.A.



ROOF LEVEL AREA LEGEND

OPEN TERRACE	ROOF DECK ACCESS*
CIRCULATION	

ROOF LEVEL PLAN
SCALE: 3/32" = 1'-0"



THIRD LEVEL AREA LEGEND

UNIT 3A*	OPEN TERRACE
UNIT 3B*	CIRCULATION

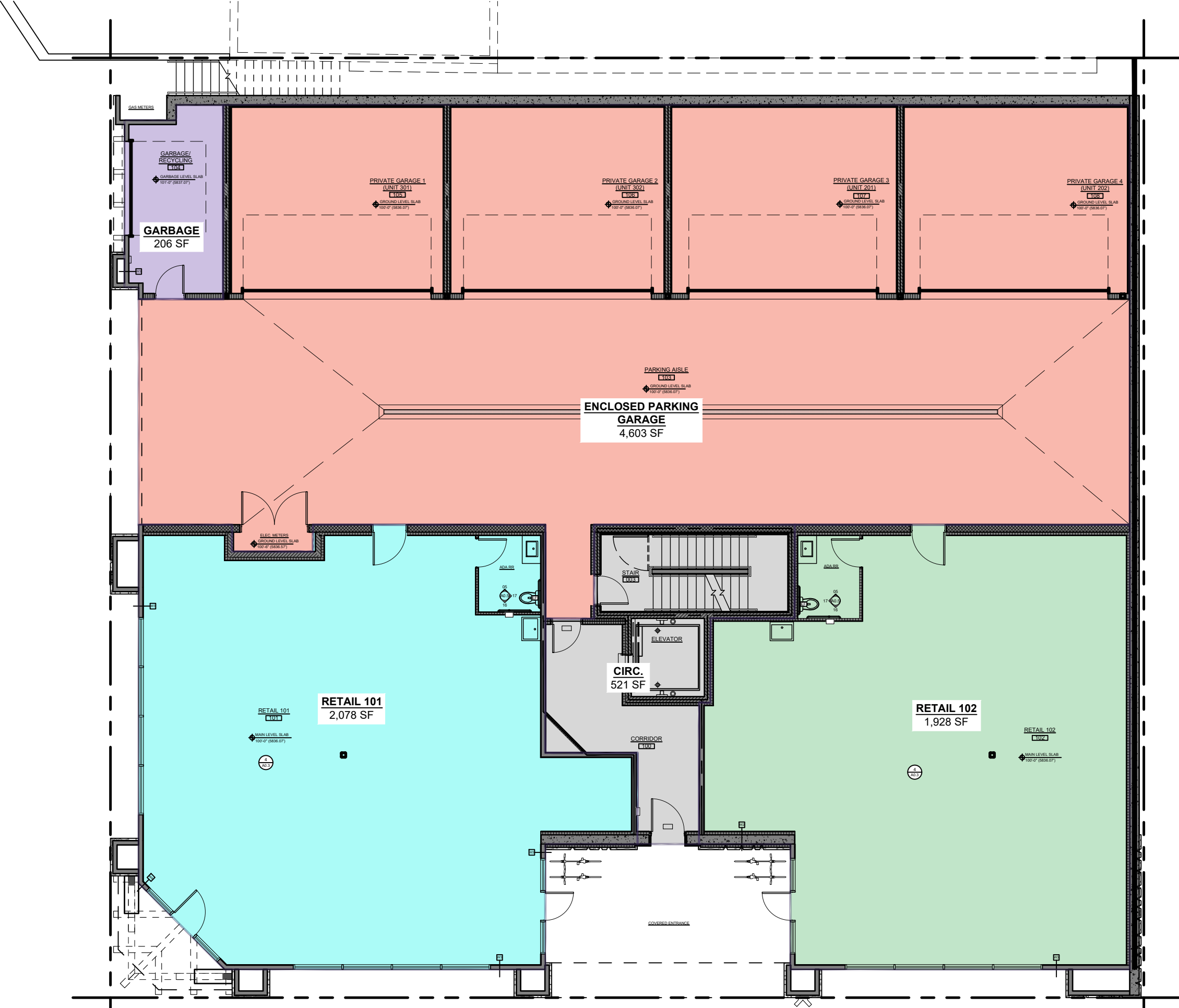
THIRD LEVEL FLOOR PLAN
SCALE: 3/32" = 1'-0"



SECOND LEVEL AREA LEGEND

UNIT 2A*	OPEN TERRACE	UNIT 2C*	UNIT 2E*
UNIT 2B*	CIRCULATION	UNIT 2D*	UNIT 2F*

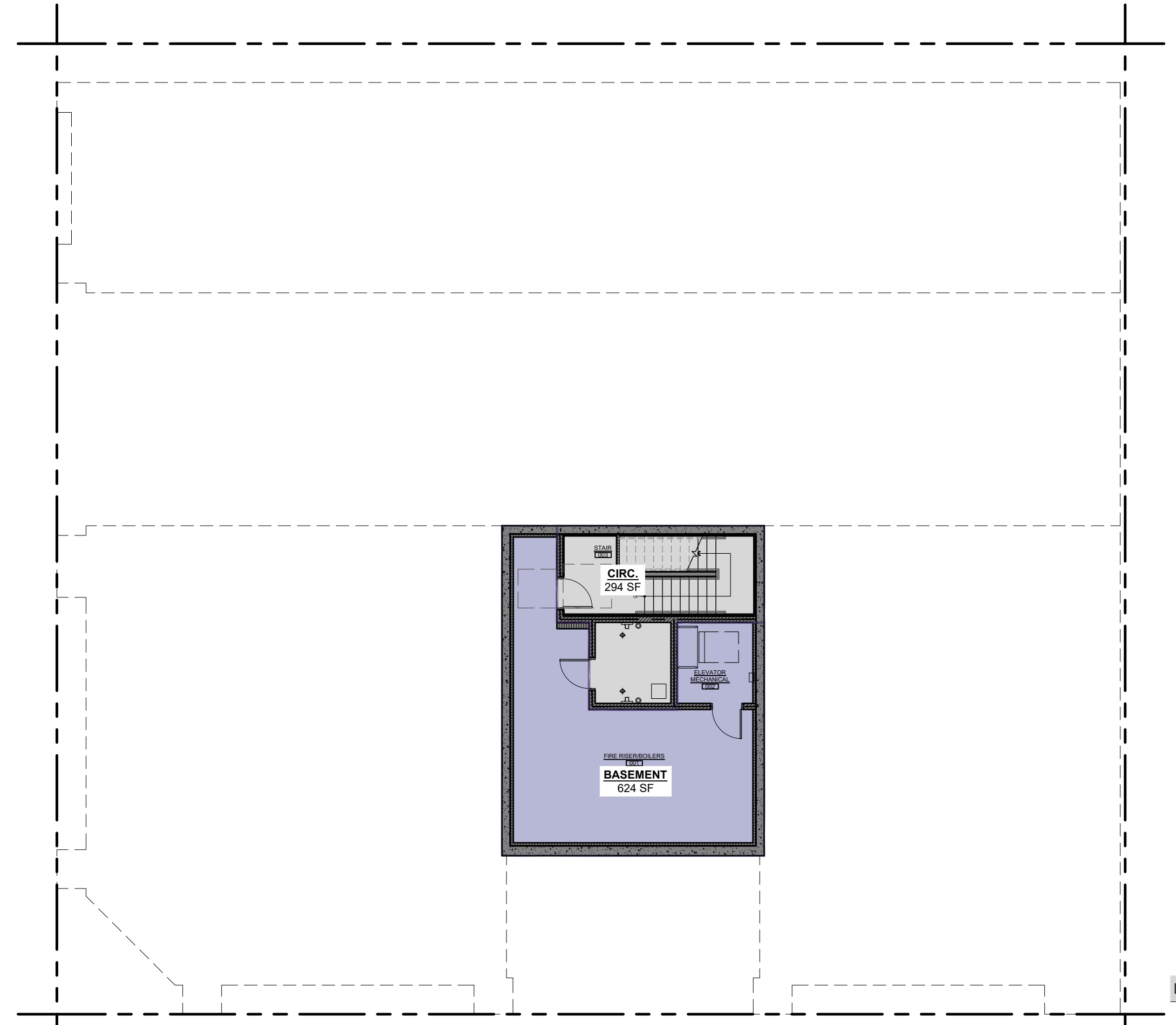
SECOND LEVEL FLOOR PLAN
SCALE: 3/32" = 1'-0"



MAIN LEVEL AREA LEGEND

RETAIL 101*	CORRIDOR*	ENCLOSED PARKING GARAGE*
RETAIL 102*	CIRCULATION*	GARBAGE*

MAIN LEVEL FLOOR PLAN
SCALE: 3/32" = 1'-0"



BASEMENT AREA LEGEND

BASEMENT	CIRCULATION
----------	-------------

BASEMENT LEVEL FLOOR PLAN
SCALE: 3/32" = 1'-0"

F.A.R. CALCCS

LEVEL	SPACE	AREA
MAIN LEVEL FLOOR PLAN	RETAIL 101	2,078 SF
MAIN LEVEL FLOOR PLAN	RETAIL 102	1,928 SF
MAIN LEVEL FLOOR PLAN	CIRCULATION	521 SF
MAIN LEVEL FLOOR PLAN	ENCLOSED PARKING GARAGE	4,603 SF
MAIN LEVEL FLOOR PLAN	GARBAGE	206 SF
MAIN LEVEL FLOOR PLAN		9,336 SF
SECOND LEVEL FLOOR PLAN	UNIT 2A	2,729 SF
SECOND LEVEL FLOOR PLAN	UNIT 2B	2,737 SF
SECOND LEVEL FLOOR PLAN	UNIT 2C	682 SF
SECOND LEVEL FLOOR PLAN	UNIT 2D	676 SF
SECOND LEVEL FLOOR PLAN	UNIT 2E	679 SF
SECOND LEVEL FLOOR PLAN	UNIT 2F	715 SF
SECOND LEVEL FLOOR PLAN		8,218 SF
THIRD LEVEL FLOOR PLAN	UNIT 3A	3,386 SF
THIRD LEVEL FLOOR PLAN	UNIT 3B	3,276 SF
THIRD LEVEL FLOOR PLAN		6,662 SF

AREA OF TOTAL LOT	11,000 SF
GROSS BUILDING AREA FOR F.A.R.*	24,216 SF
PERMITTED F.A.R.	1
PERMITTED F.A.R. W/20% COMM. HOUSING	2.25
ADJUSTED AREA FOR F.A.R. COMM. HOUSING (>1 F.A.R.)	13,216 SF
COMM. HOUSING	2,752 SF
COMM. HOUSING % OF ADJUSTED AREA	20.8 %
F.A.R.	2.20

*GROSS AREA FOR OPEN TERRACES, BASEMENT, STAIRWAYS AND ELEVATOR OTHER THAN GROUND FLOOR, NOT INCLUDED IN THE "GROSS BUILDING AREA FOR F.A.R."

ISSUED
06-24-2022 S.P. SUBMITTAL

RUSCITTO LATHAM BLANTON
ARCHITECTURE P.A.
www.rlbv.com
208.226.5668
po box 5819 Ketchum, ID 83840

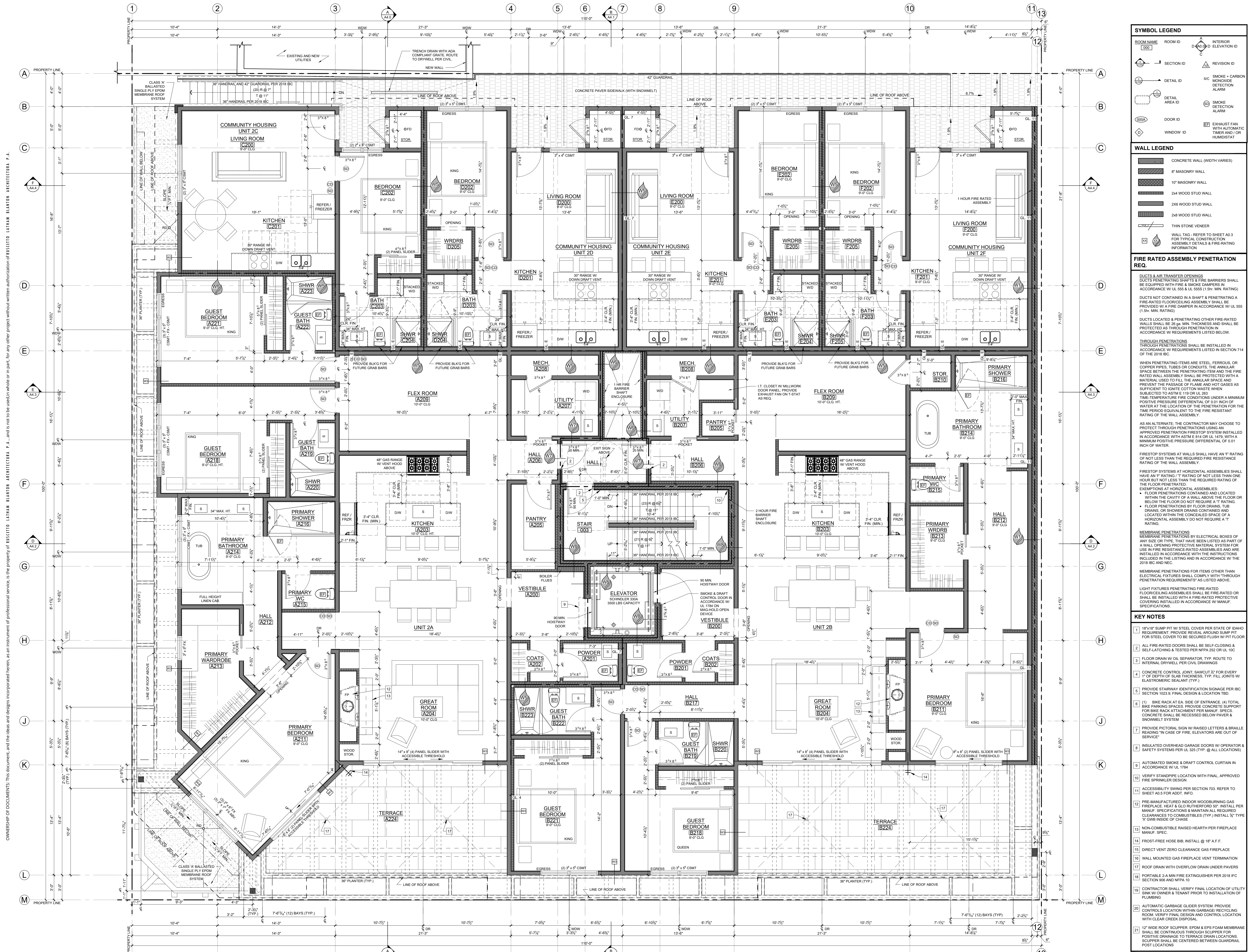
460 NORTH MAIN STREET
460 NORTH MAIN STREET | KETCHUM, IDAHO

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DRAWING

F.A.R. CALCULATION

DWG. #

A 0.6



SYMBOL LEGEND	
	ROOM NAME
	ROOM ID
	INTERIOR ELEVATION ID
	SECTION ID
	DETAIL ID
	DETAIL AREA ID
	DOOR ID
	WINDOW ID
	REVISION ID
	SMOKE + CARBON MONOXIDE DETECTION ALARM
	SMOKE DETECTION ALARM
	EXHAUST FAN WITH AUTOMATIC TIMER AND/OR HUMIDISTAT

WALL LEGEND	
	CONCRETE WALL (WIDTH VARIES)
	8" MASONRY WALL
	10" MASONRY WALL
	2x4 WOOD STUD WALL
	2x6 WOOD STUD WALL
	THIN STONE VENEER

FIRE RATED ASSEMBLY PENETRATION REQ.

DUCTS & AIR TRANSFER OPENINGS
 DUCTS PENETRATING SHAFTS & FIRE BARRIERS SHALL BE EQUIPPED WITH FIRE & SMOKE DAMPERS IN ACCORDANCE WITH UL 555 & UL 555S (1.5hr. MIN. RATING)

DUCTS NOT CONTAINED IN A SHAFT & PENETRATING A FIRE-RATED FLOOR/CEILING ASSEMBLY SHALL BE PROVIDED WITH A FIRE DAMPER IN ACCORDANCE WITH UL 555 (1.5hr. MIN. RATING)

DUCTS LOCATED & PENETRATING OTHER FIRE-RATED WALLS SHALL BE 20 MIN. THICKNESS AND SHALL BE PROTECTED AS THRU-PENETRATION IN ACCORDANCE WITH REQUIREMENTS LISTED BELOW.

THROUGH PENETRATIONS
 THROUGH PENETRATIONS SHALL BE INSTALLED IN ACCORDANCE WITH REQUIREMENTS LISTED IN SECTION 714 OF THE 2018 IBC.

WHEN PENETRATING ITEMS ARE STEEL, FERROUS OR COPPER PIPES, TUBES OR CONDUITS THROUGH ANNUAL SPACE BETWEEN THE PENETRATING ITEM AND THE FIRE RATED WALL ASSEMBLY SHALL BE PROTECTED WITH A MATERIAL USED TO FILL THE ANNUAL SPACE AND PREVENT THE PASSAGE OF FLAME AND HOT GASES AS SUFFICIENT TO IGNITE COTTON WASTE WHEN SUBJECTED TO ASTM E 119 OR UL 263

TIME TEMPERATURE FIRE CONDITIONS UNDER A MINIMUM POSITIVE PRESSURE DIFFERENTIAL OF 0.01 INCH OF WATER AT THE LOCATION OF THE PENETRATION FOR THE TIME PERIOD EQUIVALENT TO THE FIRE RESISTANT RATING OF THE WALL ASSEMBLY.

AS AN ALTERNATE, THE CONTRACTOR MAY CHOOSE TO PROTECT THROUGH PENETRATIONS USING AN APPROVED PENETRATION FIRESTOP SYSTEM INSTALLED IN ACCORDANCE WITH ASTM E 814 OR UL 1478, WITH A MINIMUM POSITIVE PRESSURE DIFFERENTIAL OF 0.01 INCH OF WATER.

FIRESTOP SYSTEMS AT WALLS SHALL HAVE AN "F" RATING OF NOT LESS THAN THE REQUIRED FIRE RESISTANCE RATING OF THE WALL ASSEMBLY.

FIRESTOP SYSTEMS AT HORIZONTAL ASSEMBLIES SHALL HAVE AN "F" RATING / "T" RATING OF NOT LESS THAN ONE HOUR BUT NOT LESS THAN THE REQUIRED RATING OF THE FLOOR PENETRATION.

MEMBRANE PENETRATIONS
 MEMBRANE PENETRATIONS BY ELECTRICAL BOXES OF ANY SIZE OR TYPE, THAT HAVE BEEN LISTED AS PART OF A WALL OPENING PROTECTIVE MATERIAL SYSTEM FOR USE IN FIRE RESISTANT RATED ASSEMBLIES AND ARE INSTALLED IN ACCORDANCE WITH THE RESTRICTIONS INCLUDED IN THE LISTING AND IN ACCORDANCE WITH THE 2018 IBC AND NEC.

MEMBRANE PENETRATIONS FOR ITEMS OTHER THAN ELECTRICAL FIXTURES SHALL COMPLY WITH THROUGH PENETRATION REQUIREMENTS AS LISTED ABOVE.

KEY NOTES

- 18"X18" SUMP PIT W/ STEEL COVER PER STATE OF IDAHO REQUIREMENT. PROVIDE REVEAL AROUND SUMP PIT FOR STEEL COVER TO BE SECURED FLUSH W/ FLOOR
- ALL FIRE-RATED DOORS SHALL BE SELF-CLOSING & SELF-LATCHING & TESTED PER NFPA 252 OR UL 10C
- FLOOR DRAIN W/ OIL SEPARATOR, TYP. ROUTE TO INTERNAL DRYWELL PER CIVIL DRAWINGS
- CONCRETE CONTROL JOINT: SAWCUT 2" FOR EVERY 1" OF DEPTH OF SLAB THICKNESS. TYP. FILL JOINTS W/ ELASTOMERIC SEALANT (TYP.)
- PROVIDE STAIRWAY IDENTIFICATION SIGNAGE PER IBC SECTION 1023.9; FINAL DESIGN & LOCATION TBD.
- (1) BIKE RACK AT EA SIDE OF ENTRANCE (4) TOTAL BIKE PARKING SPACES PROVIDE CONCRETE SUPPORT FOR BIKE RACK ATTACHMENT PER MANUF. SPEC. CONCRETE SHALL BE RECESSED BELOW PAVEMENT & SNOWMELT SYSTEM
- PROVIDE PICTORIAL SIGN W/ RAISED LETTERS & BRILLE READING IN CASE OF FIRE. ELEVATORS ARE OUT OF SERVICE!
- INSULATED OVERHEAD GARAGE DOORS W/ OPERATOR & SAFETY SYSTEMS PER UL 352 (TYP. @ ALL LOCATIONS)
- AUTOMATIC SMOKE & DRAFT CONTROL CURTAIN IN ACCORDANCE W/ UL 1784
- VERIFY STAIRWELL LOCATION WITH FINAL, APPROVED FIRE SPRINKLER DESIGN
- ACCESSIBILITY SWING PER SECTION 703. REFER TO SHEET A05 FOR ADD. INFO.
- PRE-MANUFACTURED INDOOR WOODBURNING GAS FIREPLACE. HEAT & GLO R/ THERMIFORD 50". INSTALL PER MANUF. SPECIFICATIONS & MAINTAIN ALL REQUIRED CLEARANCES TO COMBUSTIBLES (TYP.) INSTALL 1/2" TYPE "X" GWS INSIDE OF CHASE
- NON-COMBUSTIBLE RAISED HEARTH PER FIREPLACE MANUF. SPEC.
- FROST-FREE NOSE BIB. INSTALL @ 18" A.F.F.
- DIRECT VENT ZERO CLEARANCE GAS FIREPLACE
- WALL MOUNTED GAS FIREPLACE VENT TERMINATION
- ROOF DRAIN WITH OVERFLOW DRAIN UNDER PAVERS
- PORTABLE 2-A MIN FIRE EXTINGUISHER PER 2018 IFC SECTION 906 AND NFPA 10
- CONTRACTOR SHALL VERIFY FINAL LOCATION OF UTILITY SINK W/ OWNER & TENANT PRIOR TO INSTALLATION OF PLUMBING
- AUTOMATIC GARBAGE GLIDER SYSTEM. PROVIDE CONTROL LOCATION WITHIN GARBAGE/RECYCLING ROOM. VERIFY FINAL DESIGN AND CONTROL LOCATION WITH CLEAR CREEK DISPOSAL.
- 12" WIDE ROOF SCUPPER. EPDM & EPS FOAM MEMBRANE SHALL BE CONTINUOUS THROUGH SCUPPER FOR POSITIVE DRAINAGE TO TERRACE DRAIN LOCATIONS. SCUPPER SHALL BE CENTERED BETWEEN GUARDRAIL POST LOCATIONS

ISSUED
 06.24.2022 B.P. SUBMITTAL



RUSCITTO LATHAM BLANTON ARCHITECTURE P.A.
 202.762.5688
 5619 KETCHUM, ID 83401
 www.rlb-va.com

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 460 NORTH MAIN STREET | KETCHUM, IDAHO

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 DRAWING
SECOND LEVEL FLOOR PLAN

DWG. #
A3.2

SECOND LEVEL FLOOR PLAN
 SCALE: 1/4" = 1'-0"

Attachment B
Right-of-Way Encroachment
Agreement
22794

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 22794

THIS AGREEMENT, made and entered into this ____ day of ____, 2022, by and between the CITY OF KETCHUM, IDAHO, a municipal corporation ("Ketchum"), whose address is Post Office Box 2315, Ketchum, Idaho 83340 and David Wilson, representing Fifth & Main LLC ("Owner"), whose address is whose address is Post Office Box 6770, Ketchum Idaho, 83340.

RECITALS

WHEREAS, Owner wishes to permit the construction, installation, and placement of a hydronic snowmelt system and pavers for the new sidewalks that are required for the development of the 460 N Main Mixed-Use Building Project within the public right-of-way along 5th Street and a hydronic snowmelt system for the Ketchum Townsite Block 5 alleyway improvements. These improvements are shown in Exhibit A attached hereto and incorporated herein (collectively referred to as the "Improvements").

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 street, alley, sidewalk, 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 construct, install, maintain, and repair the Improvements identified in Exhibit A within within the public rights-of-way 5th Street and the Ketchum Townsite Block 5 alleyway until notified by Ketchum to remove the infrastructure at which time Owner shall remove infrastructure at Owner's expense.
2. Owner shall be responsible for the maintenance of said Improvements and shall repair said improvements within 48 hours upon notice from Ketchum that repairs are needed.
3. 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 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 alley, sidewalk, curb, and gutter and landscaping that is altered due to the construction and installation of the vault, to the satisfaction of the Director of Streets and Facilities.

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.

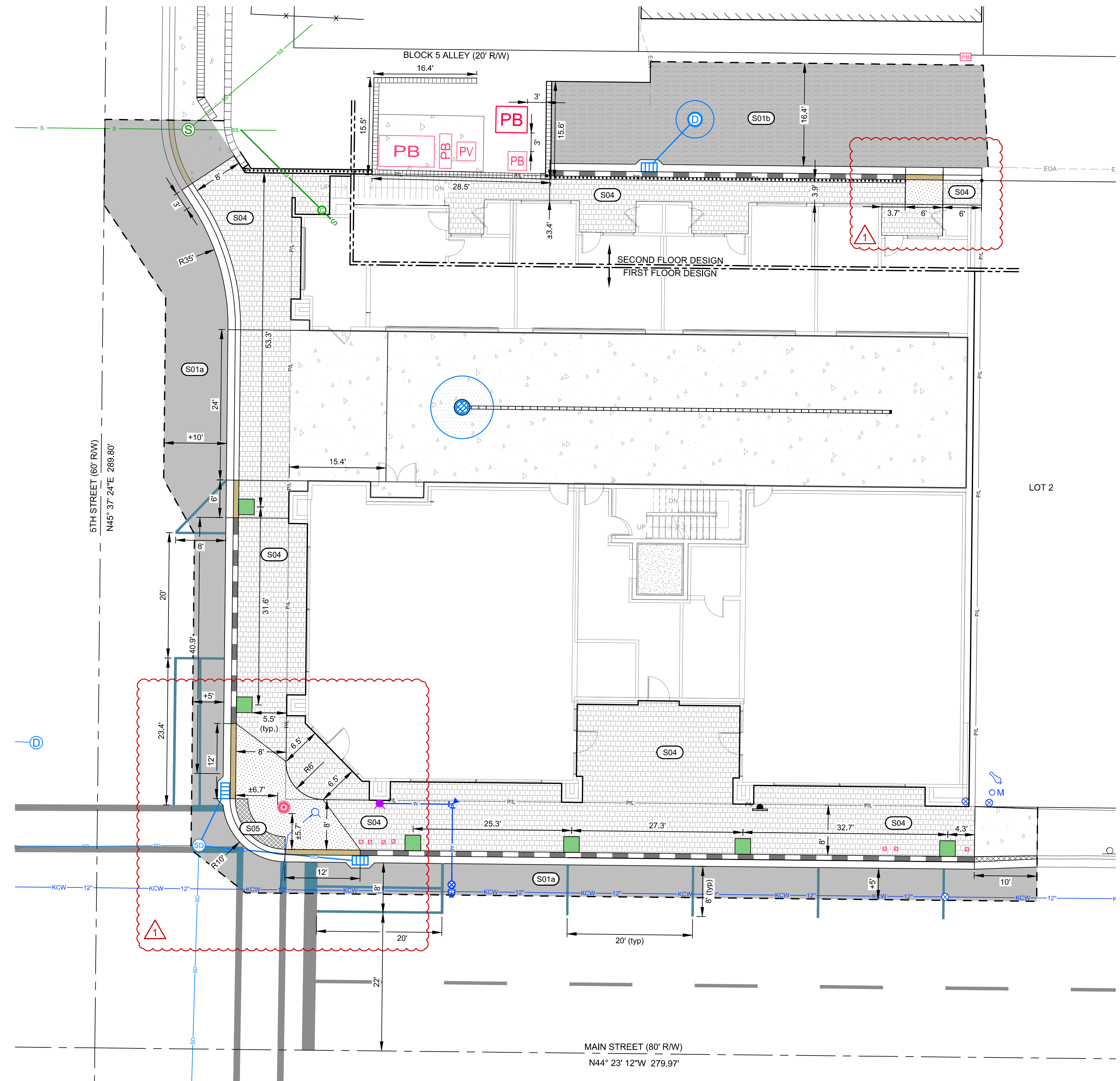
11. No presumption shall exist in favor of or against any party to this Agreement as the result of the drafting and preparation of this document.

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

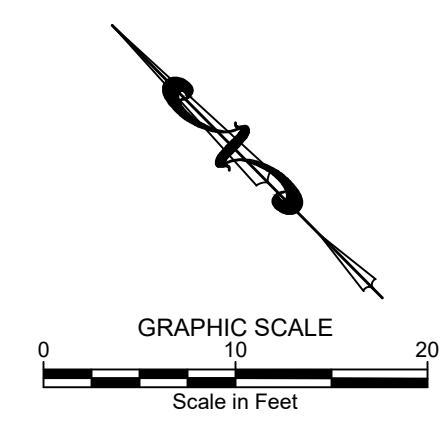
13. The parties fully understand all of the provisions of this Agreement, and believe them to be fair, just, adequate, and reasonable, and accordingly accept the provisions of this Agreement freely and voluntarily.

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.



- S01 ASPHALT:
 - a. CONSTRUCT ASPHALT ROADWAY / ASPHALT REPAIR. SEE DETAIL 1 / C2.1.
 - b. CONSTRUCT HEATED ALLEY ASPHALT REPAIR. SEE DETAIL 1 / C2.1.
- S02 CONSTRUCT CONCRETE CURB AND GUTTER
 - a. 6" ROLLED C&G PER DETAIL 3 / C2.1.
- S04 CONSTRUCT HEATED PAVER SIDEWALK, WIDTH AS SHOWN HEREON. SEE DETAIL 2 / C2.1.
- S05 INSTALL CITY OF KETCHUM APPROVED CAST IRON TRUNCATED DOME DETECTABLE WARNING INSERT. SEE DETAIL 7 / C2.1.
- S06 INSTALL TREE AND TREE WELL AS SHOWN HEREON. SEE DETAIL 4 / C2.2.



- NOTES**
- ALL SIDEWALK ADJACENT TO RIGHT-OF-WAY SHALL BE HEATED. SEE DETAIL 2/C2.1.
 - SURFACING MATERIAL FOR THE NEW SIDEWALKS WITHIN RIGHT-OF-WAY WILL BE TITAN CONCRETE MIX.

- SNOWMELT NOTES**
- ALL SIDEWALKS AND ALLEY WAY WILL BE INCLUDED IN THE SNOWMELT SYSTEM.
 - ALL SNOWMELT WILL EXTEND PAST EDGE OF PAVERS TO INCLUDE CURBS.
 - SNOWMELT SYSTEMS INSTALLED IN THE PUBLIC ROW SHALL BE INSTALLED AND OPERATE AT ALL TIMES DURING THE WINTER.
 - THE SYSTEM SHALL MEET THE REQUIREMENTS OF THE 2018 IECC 403.12.2.
 - THE SYSTEM SHALL HAVE AN ELECTRONIC MAIN CONTROL BOARD TO OPERATE THE SYSTEM THAT IS PROGRAMMABLE AND OPTIMIZES THE SYSTEMS FUNCTION.
 - THE SYSTEM SHALL HAVE IN-GROUND CONTROL SENSORS LINKED TO THE MAIN CONTROL BOARD TO DETECT SNOW AND ICE ON THE SURFACE, MONITOR THE TEMPERATURE, AND AUTOMATICALLY ACTIVATE THE SYSTEM.
 - THE SNOWMELT SYSTEM CONTROL BOARD AND SNOWMELT SYSTEM BOILER TO BE LOCATED IN BASEMENT LEVEL BOILER AREA.

**460 N. MAIN STREET
SITE GEOMETRY PLAN**

LOCATED WITHIN SECTION 15, T.2 N., R.18 E., B.M., CITY OF HAILEY, BLAINE COUNTY, IDAHO
PREPARED FOR DAVE WILSON

PROFESSIONAL ENGINEER
REGISTERED
7986
08/22/22
STATE OF IDAHO
JEFF C. LONNIE

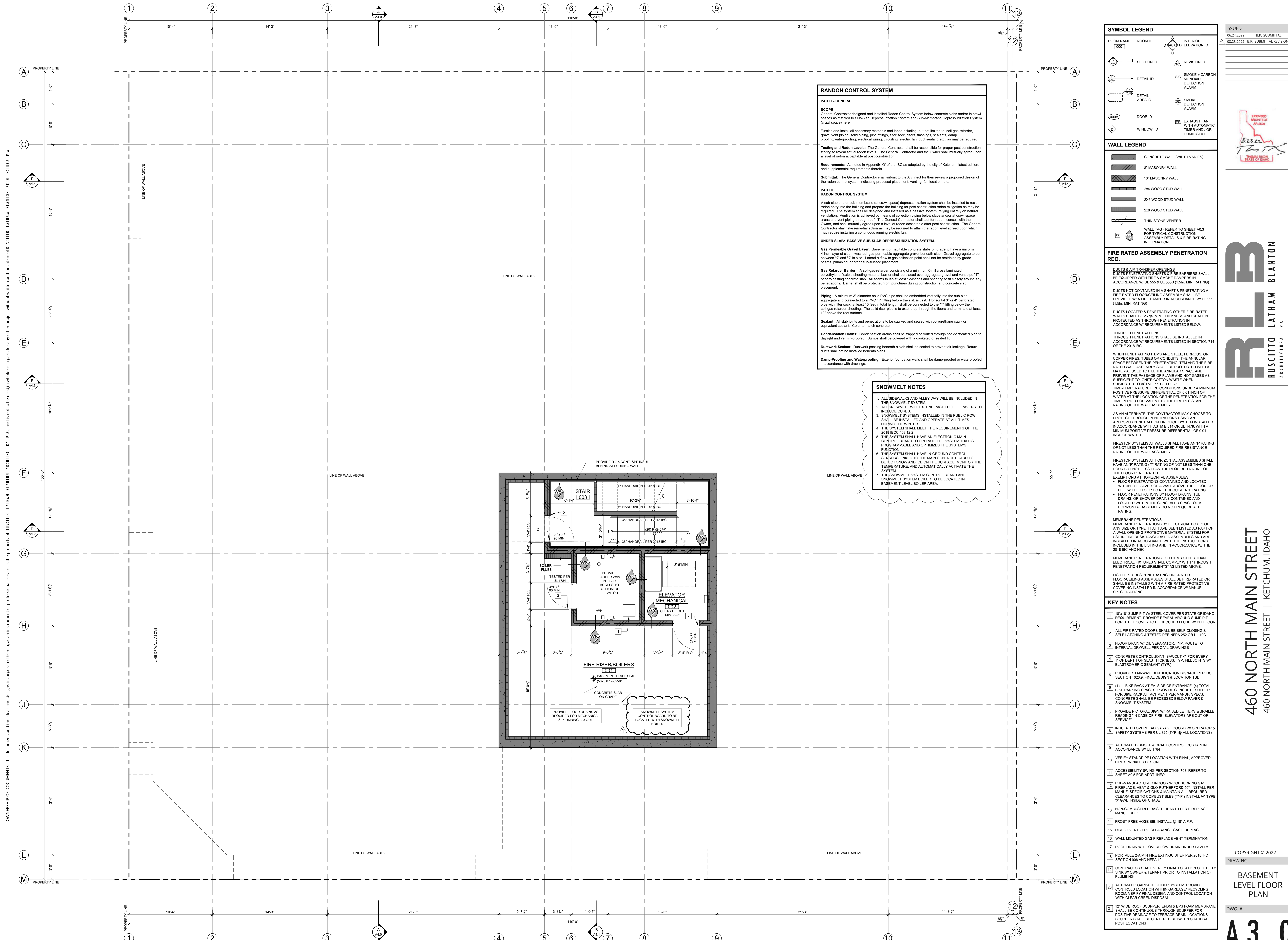
DESIGNED BY: CT
DRAWN BY: SMF/JCL
CHECKED BY:

GALENA ENGINEERING, INC.
Civil Engineers & Land Surveyors
317 N. River Street
Hailey, Idaho 83433
email: galena@galena-engineering.com

PURPOSE: ISSUE FOR PERMIT

NO.	DATE	BY	REVISIONS
1	08/22/22	CT	REVISIONS PER CITY COMMENTS (8/11/2022)

C1.0



RANDON CONTROL SYSTEM

PART I - GENERAL

SCOPE
General Contractor designed and installed Radon Control System below concrete slabs and/or in crawl spaces as referred to Sub-Slab Depressurization System and Sub-Membrane Depressurization System (herein).

Furnish and install all necessary materials and labor including, but not limited to, soil-gas-retarder, gravel vent piping, solid piping, pipe fittings, filter sock, risers, flashings, sealants, damp proofing/waterproofing, electrical wiring, circuiting, electric fan, duct sealant, etc., as may be required.

Testing and Radon Levels: The General Contractor shall be responsible for proper post construction testing to reveal actual radon levels. The General Contractor and the Owner shall mutually agree upon a level of radon acceptable at post construction.

Requirements: As noted in Appendix 'O' of the IBC as adopted by the city of Ketchum, latest edition, and supplemental requirements therein.

Submittal: The General Contractor shall submit to the Architect for their review a proposed design of the radon control system indicating proposed placement, venting, fan location, etc.

PART II RADON CONTROL SYSTEM

A sub-slab and/or sub-membrane (at crawl space) depressurization system shall be installed to resist radon entry into the building and prepare the building for post construction radon mitigation as may be required. The system shall be designed and installed as a passive system, relying entirely on natural ventilation. Ventilation is achieved by means of collection piping below slabs and/or at crawl space areas and vent piping through roof. The General Contractor shall test for radon, consult with the Owner, and shall mutually agree upon a level of radon acceptable after post construction. The General Contractor shall take remedial action as may be required to attain the radon level agreed upon which may require installing a continuous running electric fan.

UNDER SLAB: PASSIVE SUB-SLAB DEPRESSURIZATION SYSTEM

Gas Permeable Gravel Layer: Basement or habitable concrete slabs on grade to have a uniform 4-inch layer of clean, washed, gas-permeable aggregate gravel beneath slab. Gravel aggregate to be between 1/2" and 3/4" in size. Lateral airflow to gas collection point shall not be restricted by grade beams, plumbing, or other sub-surface placement.

Gas Retarder Barrier: A soil-gas-retarder consisting of a minimum 6-mil cross laminated polyethylene flexible sheeting material barrier shall be placed over aggregate gravel and vent pipe "T" prior to casting concrete slab. All seams to lap at least 12 inches and sheathing to fit closely around any penetrations. Barrier shall be protected from punctures during construction and concrete slab placement.

Piping: A minimum 3" diameter solid PVC pipe shall be embedded vertically into the sub-slab aggregate and connected to a PVC "T" fitting below the slab is cast. Horizontal 3" or 4" perforated pipe with filter sock, at least 10 feet in total length, shall be connected to the "T" fitting below the soil-gas-retarder sheathing. The solid riser pipe is to extend up through the floors and terminate at least 12" above the roof surface.

Sealant: All slab joints and penetrations to be caulked and sealed with polyurethane caulk or equivalent sealant. Color to match concrete.

Condensation Drains: Condensation drains shall be trapped or routed through non-perforated pipe to daylight and vermin-proofed. Sumps shall be covered with a gasketed or sealed lid.

Ductwork Sealant: Ductwork passing beneath a slab shall be sealed to prevent air leakage. Return ducts shall not be installed beneath slabs.

Damp-Proofing and Waterproofing: Exterior foundation walls shall be damp-proofed or waterproofed in accordance with drawings.

SNOWMELT NOTES

1. ALL SIDEWALKS AND ALLEY WAY WILL BE INCLUDED IN THE SNOWMELT SYSTEM.
2. ALL SNOWMELT WILL EXTEND PAST EDGE OF PAVERS TO INCLUDE CURBS.
3. SNOWMELT SYSTEMS INSTALLED IN THE PUBLIC ROW SHALL BE INSTALLED AND OPERATE AT ALL TIMES DURING THE WINTER.
4. THE SYSTEM SHALL MEET THE REQUIREMENTS OF THE 2018 ICC 403.12.2
5. THE SYSTEM SHALL HAVE AN ELECTRONIC MAIN CONTROL BOARD TO OPERATE THE SYSTEM THAT IS PROGRAMMABLE AND OPTIMIZES THE SYSTEM'S FUNCTION.
6. THE SYSTEM SHALL HAVE IN-GROUND CONTROL SENSORS LINKED TO THE MAIN CONTROL BOARD TO DETECT SNOW AND ICE ON THE SURFACE, MONITOR THE TEMPERATURE, AND AUTOMATICALLY ACTIVATE THE SYSTEM.
7. THE SNOWMELT SYSTEM CONTROL BOARD AND SNOWMELT SYSTEM BOILER TO BE LOCATED IN BASEMENT LEVEL BOILER AREA.

SYMBOL LEGEND

ROOM NAME	ROOM ID	INTERIOR ELEVATION ID
SECTION ID	REVISION ID	
DETAIL ID	SC	SMOKE + CARBON MONOXIDE DETECTION ALARM
DETAIL AREA ID	SD	SMOKE DETECTION ALARM
DOOR ID	EF	EXHAUST FAN WITH AUTOMATIC TIMER AND/OR HUMIDISTAT
WINDOW ID		

WALL LEGEND

CONCRETE WALL (WIDTH VARIES)
8" MASONRY WALL
10" MASONRY WALL
2x4 WOOD STUD WALL
2x6 WOOD STUD WALL
2x8 WOOD STUD WALL
THIN STONE VENEER

FIRE RATED ASSEMBLY PENETRATION REQ.

DUCTS & AIR TRANSFER OPENINGS
DUCTS PENETRATING SHAFTS & FIRE BARRIERS SHALL BE EQUIPPED WITH FIRE & SMOKE DAMPERS IN ACCORDANCE W/ UL 555 & UL 555S (1.5hr. MIN. RATING)

DUCTS NOT CONTAINED IN A SHAFT & PENETRATING A FIRE RATED FLOOR/CEILING ASSEMBLY SHALL BE PROVIDED WITH A FIRE DAMPER IN ACCORDANCE W/ UL 555 (1.5hr. MIN. RATING)

DUCTS LOCATED & PENETRATING OTHER FIRE RATED WALLS SHALL BE 28 ga. MIN. THICKNESS AND SHALL BE PROTECTED AS THROUGH PENETRATION IN ACCORDANCE W/ REQUIREMENTS LISTED BELOW.

THROUGH PENETRATIONS
THROUGH PENETRATIONS SHALL BE INSTALLED IN ACCORDANCE W/ REQUIREMENTS LISTED IN SECTION 714 OF THE 2018 IBC.

WHEN PENETRATING ITEMS ARE STEEL, FERROUS OR COPPER PIPES, TUBES OR CONDUITS, THE ANNULAR SPACE BETWEEN THE PENETRATING ITEM AND THE FIRE RATED WALL ASSEMBLY SHALL BE PROTECTED WITH A MATERIAL USED TO FILL THE ANNULAR SPACE AND PREVENT THE PASSAGE OF FLAME AND HOT GASES AS SUFFICIENT TO IGNITE COTTON WASTE WHEN SUBJECTED TO ASTM E 119 OR UL 263 TIME TEMPERATURE FIRE CONDITIONS UNDER A MINIMUM POSITIVE PRESSURE DIFFERENTIAL OF 0.01 INCH OF WATER AT THE LOCATION OF THE PENETRATION FOR THE TIME PERIOD EQUIVALENT TO THE FIRE RESISTANT RATING OF THE WALL ASSEMBLY.

AS AN ALTERNATE, THE CONTRACTOR MAY CHOOSE TO PROTECT THROUGH PENETRATIONS USING AN APPROVED PENETRATION FIRESTOP SYSTEM INSTALLED IN ACCORDANCE WITH ASTM E 814 OR UL 1418 WITH A MINIMUM POSITIVE PRESSURE DIFFERENTIAL OF 0.01 INCH OF WATER.

FIRESTOP SYSTEMS AT WALLS SHALL HAVE AN "F" RATING OF NOT LESS THAN THE REQUIRED FIRE RESISTANCE RATING OF THE WALL ASSEMBLY.

FIRESTOP SYSTEMS AT HORIZONTAL ASSEMBLIES SHALL HAVE AN "F" RATING / "T" RATING OF NOT LESS THAN ONE HOUR BUT NOT LESS THAN THE REQUIRED "F" RATING OF THE FLOOR PENETRATION.

EXCEPTIONS AT HORIZONTAL ASSEMBLIES:

- FLOOR PENETRATIONS CONTAINED AND LOCATED WITHIN THE CAVITY OF A WALL ABOVE THE FLOOR OR BELOW THE FLOOR DO NOT REQUIRE A "T" RATING.
- FLOOR PENETRATIONS BY FLOOR DRAINS, TUB DRAINS, OR SHOWER DRAINS CONTAINED AND LOCATED WITHIN THE CONCEALED SPACE OF A HORIZONTAL ASSEMBLY DO NOT REQUIRE A "T" RATING.

MEMBRANE PENETRATIONS
MEMBRANE PENETRATIONS BY ELECTRICAL BOXES OF ANY SIZE OR TYPE, THAT HAVE BEEN LISTED AS PART OF A WALL OPENING PROTECTIVE MATERIAL SYSTEM FOR USE IN FIRE RESISTANCE RATED ASSEMBLIES AND ARE INSTALLED IN ACCORDANCE WITH THE INSTRUCTIONS INCLUDED IN THE LISTING AND IN ACCORDANCE WITH THE 2018 IBC AND NEC.

MEMBRANE PENETRATIONS FOR ITEMS OTHER THAN ELECTRICAL FIXTURES SHALL COMPLY WITH "THROUGH PENETRATION REQUIREMENTS" AS LISTED ABOVE.

LIGHT FIXTURES PENETRATING FIRE RATED FLOOR/CEILING ASSEMBLIES SHALL BE FIRE RATED OR SHALL BE INSTALLED WITH A FIRE RATED PROTECTIVE COVERING INSTALLED IN ACCORDANCE WITH MANUF. SPECIFICATIONS.

KEY NOTES

1. 18"x18" SUMP PIT W/ STEEL COVER PER STATE OF IDAHO REQUIREMENT. PROVIDE REVEAL AROUND SUMP PIT FOR STEEL COVER TO BE SECURED FLUSH W/ FLOOR
2. ALL FIRE RATED DOORS SHALL BE SELF-CLOSING & SELF-LATCHING & TESTED PER NFPA 252 OR UL 10C
3. FLOOR DRAIN W/ OIL SEPARATOR, TYP. ROUTE TO INTERNAL DRYWELL PER CIVIL DRAWINGS
4. CONCRETE CONTROL JOINT: SAWCUT 1/2" FOR EVERY 1" OF DEPTH OF SLAB THICKNESS. TYP. FILL JOINTS W/ ELASTOMERIC SEALANT (TYP.)
5. PROVIDE STAIRWAY IDENTIFICATION SIGNAGE PER IBC SECTION 1023.9: FINAL DESIGN & LOCATION TBD.
6. (1) BIKE RACK AT EA. SIDE OF ENTRANCE. (4) TOTAL BIKE PARKING SPACES. PROVIDE CONCRETE SUPPORT FOR BIKE RACK ATTACHMENT PER MANUF. SPECS. CONCRETE SHALL BE RECESSED BELOW PAVER & SNOWMELT SYSTEM
7. PROVIDE PICTORIAL SIGN W/ RAISED LETTERS & BRILLE READING "IN CASE OF FIRE, ELEVATORS ARE OUT OF SERVICE"
8. INSULATED OVERHEAD GARAGE DOORS W/ OPERATOR & SAFETY SYSTEMS PER UL 325 (TYP. @ ALL LOCATIONS)
9. AUTOMATIC SMOKE & DRAFT CONTROL CURTAIN IN ACCORDANCE W/ UL 1784
10. VERIFY STANDPIPE LOCATION WITH FINAL, APPROVED FIRE SPRINKLER DESIGN
11. ACCESSIBILITY SWING PER SECTION 703. REFER TO SHEET A0.5 FOR ADOT. INFO.
12. PRE-MANUFACTURED INDOOR WOODBURNING GAS FIREPLACE. HEAT & GLO RUTHERFORD 50". INSTALL PER MANUF. SPECIFICATIONS & MAINTAIN ALL REQUIRED CLEARANCES TO COMBUSTIBLES (TYP.) INSTALL 3/4" TYPE "X" GWB INSIDE OF CHASE
13. NON-COMBUSTIBLE RAISED HEARTH PER FIREPLACE MANUF. SPEC.
14. FROST-FREE HOSE BIB; INSTALL @ 18" A.F.F.
15. DIRECT VENT ZERO CLEARANCE GAS FIREPLACE
16. WALL MOUNTED GAS FIREPLACE VENT TERMINATION
17. ROOF DRAIN WITH OVERFLOW DRAIN UNDER PAVERS
18. PORTABLE 2-A MIN FIRE EXTINGUISHER PER 2018 IFC SECTION 906 AND NFPA 10
19. CONTRACTOR SHALL VERIFY FINAL LOCATION OF UTILITY SINK W/ OWNER & TENANT PRIOR TO INSTALLATION OF PLUMBING
20. AUTOMATIC GARAGE GLIDER SYSTEM. PROVIDE CONTROLS LOCATION WITHIN GARAGE/RECYCLING ROOM. VERIFY FINAL DESIGN AND CONTROL LOCATION WITH CLEAR CREEK DISPOSAL.
21. 1/2" WIDE ROOF SCUPPER. EPDM & EPS FOAM MEMBRANE SHALL BE CONTINUOUS THROUGH SCUPPER FOR POSITIVE DRAINAGE TO TERRACE DRAIN LOCATIONS. SCUPPER SHALL BE CENTERED BETWEEN GUARDRAIL POST LOCATIONS

ISSUED

06.24.2022	B.P. SUBMITTAL
08.23.2022	B.P. SUBMITTAL REVISIONS

460 NORTH MAIN STREET | KETCHUM, IDAHO

RUSCITTO LATHAM BLANTON ARCHITECTURE P.A.

OWNER: RUSCITTO LATHAM BLANTON ARCHITECTURE P.A.

PROJECT: BASEMENT LEVEL FLOOR PLAN

DWG. #

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

DATE: 08/23/2022

Project Information

Project Number 08-15-2022-1
 Project Quote
 Project Name 460 North Main Street
 Designed For 460 North Main,

KETCHUM, ID 83340

Contact Information

Designed By Bud Amend
 Company Name Professional Radiant Systems llc
 Phone Number 208-720-3114

Project Assumptions

Outdoor Temp 6 °F
 Elevation 6300 ft
 Wind Speed 8 mph
 Job Type Commercial

Pump Specs

Zone Name	Flow	Head	Delta T	Supply Fluid Temp
Zone 1	34.4 GPM	18.3 ft	20	130 °F
Zone 2	13.5 GPM	14.4 ft	20	130 °F

Heated Area Descriptions

	Application	Construction	Heated Area	Product Totals
Zone 1 <> Room List (Curb and Sidewalk)	Snowmelt	Slab Cable Ties	3340 ft²	(15) 333' Lengths of 3/4" RadiantPEX+
Zone 2 <> Room List (Alley Way)	Snowmelt	Slab Cable Ties	1246 ft²	(6) 333' Lengths of 3/4" RadiantPEX+

Heating Load Summary

	Tube Spacing (in)	Intensity (BTU/h-ft²)	Back/Edge Losses (BTU/h-ft²)	Total Required (BTU/h)	Total Provided (BTU/h)	Supp. Needed
Zone 1				288202	353000	
Curb and Sidewalk	9	86.29	7.35	288202	353000	
Zone 2				113544	119946	
Alley Way	9	91.13	7.59	113544	119946	

Project Summary

Total Flow: 47.9 GPM
 Total System Head: 18.3 ft
 Boiler Load: 435736 BTU/h
 Total System Volume: 331 Gallons

Project Information

Project Number 08-15-2022-1
 Project Name 460 North Main Street
 Designed For 460 North Main,

KETCHUM, ID 83340

Contact Information

Designed By Bud Amend
 Company Name Professional Radiant Systems llc
 Phone Number 208-720-3114

Project Assumptions

Outdoor Temp 6 °F
 Elevation 6300 ft
 Wind Speed 8 mph
 Job Type Commercial

Zone 1

Design			
Application:	Snowmelt	Supply Fluid Temp:	130 °F
Product:	3/4" RadiantPEX+	Delta T:	20 °F
# of Circuits:	15	Flow:	34.37 GPM
Circuit Length:	333 ft	Head:	18.3 ft
Manifold Distance:	3 ft	Radiant Capacity:	353000 BTU/h
Heated Area:		Required Heat:	288202 BTU/h
		Panel Load:	312735 BTU/h
		% Glycol:	50%

Construction - Slab			
Slab Thickness:	4 in	Thickness Above Tube:	4 in
Slab Conductivity:	1.07 BTU/(h·ft·°F)		

Curb and Sidewalk (Zone 1)

Floor Coverings

	Quantity	Area	R-Value	Infiltration	Total Heat Loss
Pavers (Top Layer)			R-0.4		

Zone Notes:

Zone 2

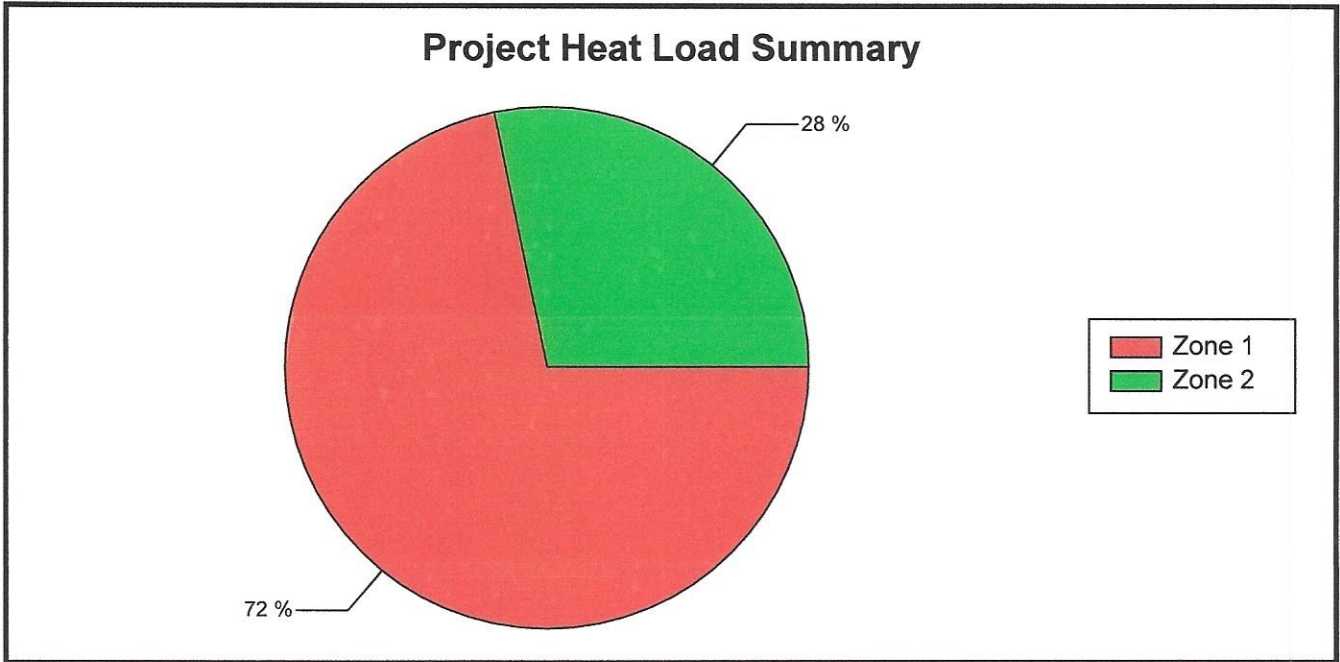
Design			
Application:	Snowmelt	Supply Fluid Temp:	130 °F
Product:	3/4" RadiantPEX+	Delta T:	20 °F
# of Circuits:	6	Flow:	13.52 GPM
Circuit Length:	333 ft	Head:	14.4 ft
Manifold Distance:	3 ft	Radiant Capacity:	119946 BTU/h
Heated Area:		Required Heat:	113544 BTU/h
		Panel Load:	123001 BTU/h
		% Glycol:	50%

Construction - Slab			
Slab Thickness:	4 in	Thickness Above Tube:	4 in
Slab Conductivity:	1.07 BTU/(h·ft·°F)		

Alley Way (Zone 2)

Floor Coverings	Quantity	Area	R-Value	Infiltration	Total Heat Loss
Asphalt (Top Layer)			R-0.48		

Zone Notes:



Project Notes:

Snow melt sidewalk.

Please verify all project information for accuracy.

Signature: _____

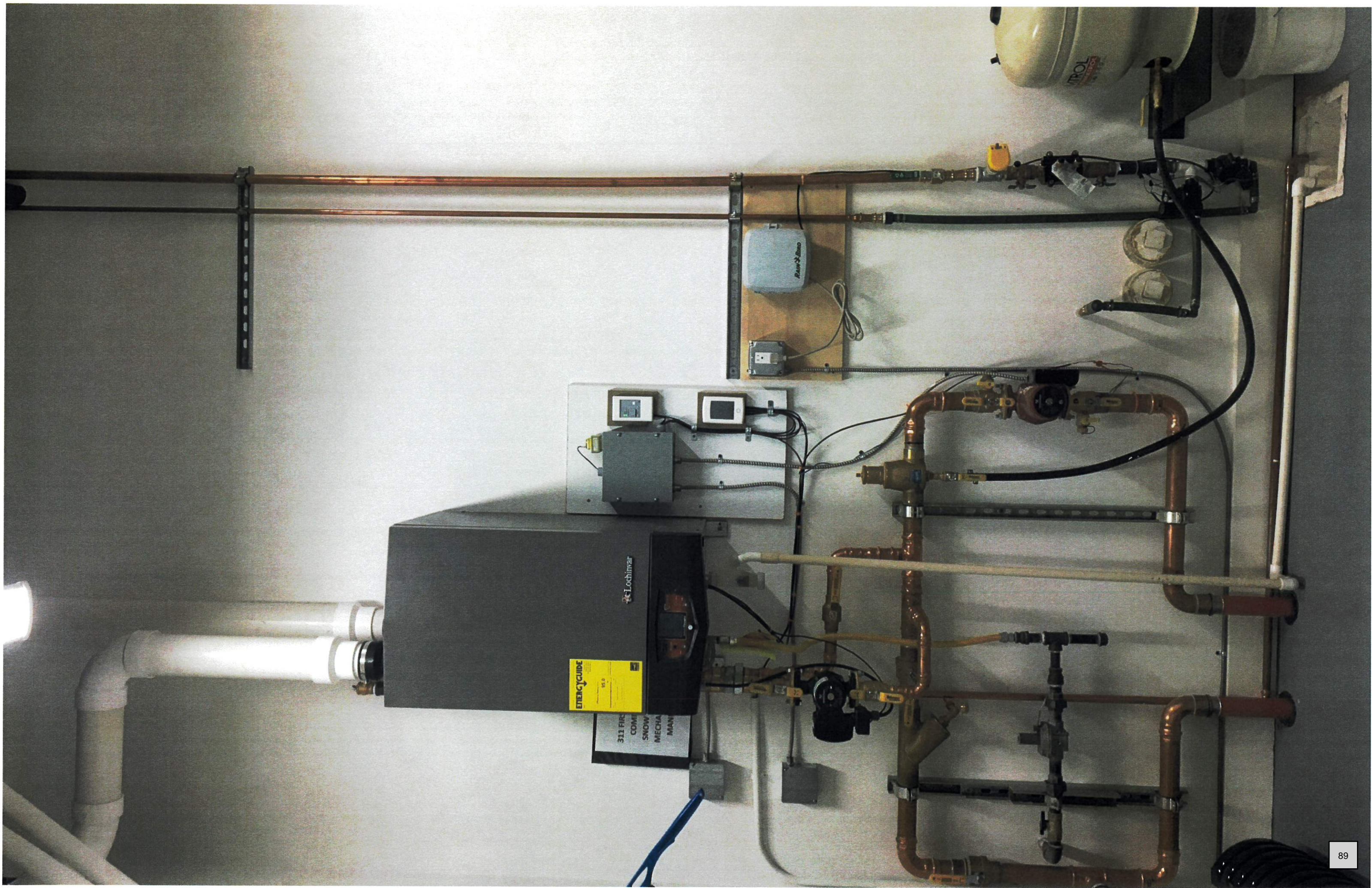
Date: _____

Total Heated Area: 4586 ft²

Please verify all project information for accuracy.

Signature: Bud Amend / PRS

Date: Aug. 16, 2022



Attachment C
Phased Development
Agreement
22793

<p>RECORDING REQUESTED BY AND WHEN RECORDED RETURN TO:</p> <p>City Clerk, City of Ketchum PO Box 2315 Ketchum Idaho, 83340</p>	
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(Space Above Line For Recorder’s Use)

**5TH & MAIN CONDOMINIUMS
PHASED DEVELOPMENT AGREEMENT #22793**

THIS PHASED DEVELOPMENT AGREEMENT (“Agreement”) is made and entered into as of the ___ day of _____ 2022, by and between the City of Ketchum, an Idaho municipal corporation (“City”) and David Wilson, representing Fifth & Main LLC (the “Owner”) for the development located at 460 North Main Street, Ketchum Idaho (“Project”).

RECITALS

WHEREAS, the Owner owns certain real property located at 460 N Main Street, Ketchum, Idaho 83340 legally described as Lots 3 and 4, Block 5 within the Village of Ketchum Townsite, according to the official plat thereof on file in the office of the County Recorder of Blaine County, Idaho (the “**Property**”); and

WHEREAS, the Owner intends to develop a mixed-use building containing two retail units on the ground floor, a parking garage with 8 off-street parking spaces, 4 community housing units with private entrances accessed from the alley, and 4 market-rate residential units (the “**Project**”) upon the Property. In order to develop the Project, the Owner has been granted the City’s approval of applications and permits which include terms and conditions of compliance by the Owner; and

WHEREAS, 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 of Idaho Code and is required and has exercised its authority pursuant to the Local Land Use Planning Act codified in Chapter 65 of Title 67 of Idaho Code and pursuant to Chapters 3, 9, and 13 of Title 50 of Idaho Code to enact the ordinances and regulations which govern the Owner’s intentions for the Project and use of the Property; and

WHEREAS, the Owner has submitted applications to the City for the development of the Property, including Historic Structure Demolition Permit Application File Nos. H21-079 and D22-006, Pre-Application Design Review File No. P21-097 (“**Historic Building Demolition Permit**”), Design Review Application File No. P22-007 (“**Design Review Permit**”), Variance Application File No. P22-013 (“**Variance**”), Lot Consolidation Subdivision Preliminary Plat Application File No. P22-005 (“**Lot Consolidation Preliminary Plat**”), Lot Consolidation Final Plat Application File No. P22-041 (“**Lot Consolidation Final Plat**”), Condominium Subdivision

Preliminary Plat Application File No. P22-006 (“**Condominium Subdivision Preliminary Plat**”), Right-of-Way Encroachment Permit Application File No. E22-011 (“**ROW Encroachment Agreement**”), and Building Permit Application File No. B22-053 (“**Building Permit**”) for the development of the Project and use of the Property (collectively referred to as “**Permits**”). The Owner requests a phased development agreement for the development of the Project under the provisions of Section 16.04.110 – *Phased Development Projects* within Title 16 of the Ketchum Municipal Code.

WHEREAS, the City of Ketchum Planning and Zoning Commission (the “**Commission**”) approved the Project Design Review Permit and Variance subject to conditions on March 8th, 2022 and adopted the Findings of Fact, Conclusions of Law, and Decision approving the Project on March 29th, 2022; and

WHEREAS, the Commission recommended approval of the Lot Consolidation Preliminary Plat to remove the interior property line separating lots 3 and 4 and consolidate the development parcel for the purpose of constructing the Project on March 8th, 2022. The Ketchum City Council (“**City Council**”) approved the Lot Consolidation Preliminary subject to conditions on April 11th, 2022. The City Council approved the Lot Consolidation Final Plat subject to conditions on September 6th, 2022; and

WHEREAS, the Commission recommended approval of the Condominium Subdivision Preliminary Plat to subdivide the mixed-use building into 2 retail condominium units, 4 market-rate residential units, and 1 condominium for the 4 community housing rental units subject to conditions on March 8th, 2022. The City Council approved the Condominium Subdivision Preliminary Plat on April 11th, 2022; and

WHEREAS, the Owner proposes to construct all required right-of-way, drainage, utility, and life safety improvements for the mixed-use building in one phase. All required improvements will be constructed to City standards and the Owner assumes maintenance responsibilities of the sidewalk and alley snowmelt system, water service lines, and sewer service lines. The City Council approved the Right-of-Way Encroachment Permit for the sidewalk pavers and snowmelt system and alley snowmelt system on September 6th, 2022; and

WHEREAS, the City Council approved the Floor Area Ratio Exceedance Agreement (“**FAR Exceedance Agreement**”) memorializing the Owner’s/Owner’s community housing contribution in exchange for increased floor area on September 6th, 2022.

WHEREAS, Owner filed Building Permit Application File No. B22-053 on June 29th, 2022 to construct the Project.

AGREEMENT

NOW THEREFORE, in consideration of the above recitals and the mutual covenants, agreements, terms, and conditions set forth herein, the Parties agree as hereinafter provided.

- 1) **Owner Responsibilities:** The Owner, by entering into this Agreement, does hereby accept and agrees to perform in accordance with and abide by the terms and conditions herein stated.
 - a) **Conditions on Development:** The Project shall conform to the Project plans approved by the Planning and Zoning Commission, Design Review Permit P22-007.
 - b) **Construction Commencement Time Limit:** Construction on the Project shall commence within six (6) months of City issuance of the Building Permit.
 - c) **Improvement Construction and Maintenance Responsibilities:** The Owner shall engineer, construct, and otherwise provide, at its sole expense, all improvements, facilities, and services as provided for in this Agreement.
 - i) **Water and Sewer Services:** Owner and all successors in interest are responsible for the installation, maintenance, repair, and other costs associated with the private water and sewer lines serving the Project.
 - ii) **Dry Utility Services:** Owner and all successors in interest are responsible for the installation, maintenance, repair, and other costs associated with the dry utility services, including power, gas, telephone, and cable, serving the Project.
 - d) **Certificate of Occupancy Time Limit:** A Certificate of Occupancy shall be obtained by the Owner for the Project no later than 24 months after the Building Permit is issued.
 - e) **Construction Phase I—Certificate of Occupancy Issuance Conditions:** Construction Phase I shall consist of completion of the two ground-level commercial units. A Certificate of Occupancy for Phase I shall not be issued and the final plat for the condominium subdivision shall not be approved by City Council until the following items are complete:
 - i) All Design Review elements, including landscaping and exterior building design, consistent with the approved Design Review Permit are complete to the satisfaction of the Planning & Building Department; and
 - ii) All dry utility services, including, power, gas, telephone, and cable, serving the Project shall be installed to the satisfaction of the City Engineer and Planning and Building Department.
 - iii) The water and sewer main and services serving the Project and all condominium units shall be installed and complete to the satisfaction of the Utilities Department.
 - iv) All pathways and access points for adequate and safe egress in and out of the Project shall be installed and complete to the satisfaction of the Building and Fire departments.
 - v) All Main Street, 5th Street, and alley right-of-way improvements have been installed and complete in accordance with the approved building permit plans to the satisfaction of the City Engineer, Planning and Building, Streets, and Fire Departments.
 - vi) The temporary pedestrian access platform and ramp along Main Street has been removed.

- vii) All City Departments, including Planning and Building, Fire, Utilities, and Streets, and the City Engineer have conducted final inspections and authorized issuance of a Certificate of Occupancy for the two ground-floor commercial units.
- viii) In accordance with the FAR Exceedance Agreement 22792, the deed covenant for all four community housing units has been recorded.
- f) **Condominium Subdivision Final Plat:** The City agrees to accept and process a condominium subdivision final plat application for review and approval by the City Council upon completion of all required Phase I improvements and a Certificate of Occupancy has been issued for the ground-level commercial units
- g) **Construction Phase II—Certificate of Occupancy Issuance Conditions:** Construction Phase II shall consist of the ground-level condominium unit containing the 4 community housing rental units. No Certificate of Occupancy shall be issued until the following items are complete:
 - i) National Green Building Standard (“NGBS”) Silver Certification Verification: The Certificate of Occupancy for the ground-level condominium unit containing the 4 community housing rental units shall not be issued until a NGBS-certified third-party verification has provided the City with confirmation that the construction of the residential units within Project meets or exceeds NGBS silver standards.
 - ii) All City Departments, including Planning and Building, Fire, Utilities, Streets, and the City Engineer have conducted final inspections and authorized issuance of a Certificate of Occupancy for Phase II.
 - iii) The four community housing units shall be listed for rent through BCHA concurrent with the issuance of a Certificate of Occupancy for Phase II.
- h) **Construction Phase III—Certificate of Occupancy Issuance Conditions:** Phase III Construction shall consist of the four market-rate residential units on the second and third floors. No Certificate of Occupancy shall be issued until the following items are complete:
 - i) All City Departments, including Planning and Building, Fire, Utilities, Streets, and the City Engineer have conducted final inspections and authorized issuance of a Certificate of Occupancy for Phase III.
 - ii) The job site shall be cleaned and all construction equipment, temporary restrooms, dumpster, and construction material shall be removed from the project site.
- 2) **Owners’ Association Assumption of Responsibilities:** Upon the recording of the Condominium Subdivision Final Plat, the Owner may assign and transfer its maintenance responsibilities and obligations under this Agreement to the 5th & Main Condominiums Owner’s Association, Inc.
- 3) **General Provisions**
 - a) **Recitals and Construction.** The City and Owner incorporate the above recitals into this Agreement and affirm such recitals are true and correct.
 - b) **Effective Date.** This Agreement is effective as of the date on which the last of the City and Owner execute this Agreement. Neither party shall have any rights with respect to this Agreement until both have executed this Agreement.
 - c) **Owner Representations.** Owner represents and warrants to City that (a) Owner holds fee simple title to the Property, and (b) no joinder or approval of another person or entity is required with respect to Owner’s authority to make and execute this Amendment.
 - d) **Neutral Interpretation.** City and Owner acknowledge they and, if they so choose, their respective counsel have reviewed this Agreement and the normal rule of construction to

the effect that any ambiguities are to be resolved against the drafting party will not be employed in the interpretation of the Agreement, or any exhibits, attachments and addenda to the Agreement.

- e) **Counterparts.** This Agreement may be executed in multiple counterparts, each of which taken together shall constitute one and the same agreement binding upon the parties. Signatures transmitted by facsimile or via e-mail in a "PDF" format shall have the same force and effect as original signatures on this Amendment. The Original of this Amendment shall be recorded with the Blaine County Recorder.

IN WITNESS WHEREOF, the parties, having been duly authorized, have hereunder caused this Agreement to be executed, the same being done after public notice and statutory requirements having been fulfilled.

CITY OF KETCHUM:
an Idaho municipal corporation

OWNER:
5th & Main LLC

By: _____

Neil Bradshaw, Mayor

By: _____

Name: David Wilson
Its: Managing Member

ATTEST:

Lisa Enourato, Interim City Clerk

ACKNOWLEDGEMENT FOR CITY

STATE OF IDAHO)
) ss.
COUNTY OF BLAINE)

On this _____ day of _____, 2022, before me, the undersigned Notary Public in and for said State, personally appeared NEIL BRADSHAW, known or identified by me to be the Mayor of the City of Ketchum, Idaho, and the person who executed the foregoing instrument and acknowledged to me that he executed the same on behalf of such city.

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

Notary Public for the State of _____
Residing at _____
My Commission Expires _____

ACKNOWLEDGEMENT FOR OWNER

STATE OF _____)
) ss.
COUNTY OF _____)

On this _____ day of _____, 2022, before me, a Notary Public in and for said State, personally appeared DAVID WILSON, known to me to be the Managing Member of 5th & Main LLC, and known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same.

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

Notary Public for the State of _____
Residing at _____
My Commission Expires _____

Attachment D

Lot Consolidation Final Plat
Application File No. P22-041:

- Draft Findings of Fact,
Conclusions of Law, and
Decision
- Application Submittal



City of Ketchum
Planning & Building

IN RE:)
)
460 North Main Street Mixed-Use Building) KETCHUM CITY COUNCIL
5th & Main Condominiums) FINDINGS OF FACT, CONCLUSIONS OF LAW, AND
Lot Consolidation Subdivision Final Plat) DECISION
)
Date: September 6, 2022)
)
File Number: P22-005)

PROJECT: 460 North Main Street Mixed-Use Building /5th & Main Condominiums

APPLICATION TYPE: Lot Consolidation Subdivision Final Plat

FILE NUMBER: P22-041

ASSOCIATED APPLICATIONS: Design Review P22-007, Variance P22-013, Lot Consolidation Preliminary Plat P22-005, and Condominium Subdivision Preliminary Plat P22-006

ARCHITECT: Michael Bulls, Ruscitto Latham Blanton Architecture

DEVELOPER & OWNER: David Wilson, Main Street Realty Partners LLC

LOCATION: 460 N Main Street (Ketchum Townsite: Block 5: Lots 3 & 4)

ZONING: Retail Core of the Community Core (CC-1)

OVERLAY: None

RECORD OF PROCEEDINGS

The Planning and Zoning Commission considered the 460 N Main Mixed-Use Building (5th & Main Condominiums) Lot Consolidation Subdivision Preliminary Plat Application File No. P22-005 during their regular meeting on March 8th, 2022. The application was considered concurrently with Design Review Application File No. P22-007, Variance Application File No. P22-013, and Condominium Subdivision Preliminary Plat Application File No. P22-006 and the public hearings were combined in accordance with Idaho Code §67-6522. After considering Staff’s analysis, the applicant’s presentation, and public comment, the Planning and Zoning Commission approved the 460 N Main Mixed-Use Building (5th & Main Condominiums) Design Review and Variance applications and recommended approval of the Lot Consolidation Preliminary Plat and Condominium Preliminary Plat applications to the Ketchum City Council. The City Council reviewed and approved the 460 N Main

Mixed-Use Building (5th & Main Condominiums) Lot Consolidation Preliminary Plat and Condominium Subdivision Preliminary Plat on April 11th, 2022.

Public Hearing Notice & Public Comment

The public hearing notice for the Planning and Zoning Commission’s review of the project on March 8th, 2022 was mailed to all owners of property within 300 feet of the project site and all political subdivision on February 16th, 2022. The public hearing notice was published in the Idaho Mountain Express the on February 16th, 2022. A notice was posted on the City’s website on February 16th, 2022. The public hearing notice was posted on the project site on March 1st, 2022.

FINDINGS OF FACT

The Ketchum City Council having reviewed the project record does hereby make and set forth these Findings of Fact, Conclusions of Law, and Decision as follows:

The applicant, property owner and developer David Wilson represented by architect Michael Bulls of Ruscitto Latham Blanton Architecture, is proposing to develop a new 26,386-square-foot mixed-use building at the southeast corner of Main and 5th Streets within the Retail Core (CC-1) Zoning District. The mixed-use building will accommodate two retail units on the ground floor, a parking garage with 8 off-street parking spaces, 4 community housing units with private entrances accessed from the alley, and 4 market-rate residential units. The Lot Consolidation Subdivision Preliminary Plat Application will combine lots 3 and 4 within block 5 of Ketchum Townsite to consolidate the development parcel.

The Lot Consolidation Subdivision Preliminary Plat will combine lots 3 and 4 within block 5 of Ketchum Townsite to consolidate the development parcel. The request to combine two Ketchum Townsite lots downtown meets all applicable standards outlined in the City’s subdivision regulations. This project fits in with downtown’s local context and small-town character. The development of different buildings on smaller lots over time generates variety in design and detail to form a dynamic, authentic, and interesting streetscape. Lot consolidations impact the pattern of downtown development. This application combines two Ketchum Townsite lots. Combined Lot 3A will have 110 feet of frontage along Main Street and 100 feet of frontage along 5th Street. The total area of the combined lots is 11,000 square feet. Many Ketchum Townsite lots have been consolidated downtown to accommodate new development. Proposed Lot 3A is the same size and shape as the Idaho Independent Bank and Wells Fargo Bank properties across Main Street.

Pursuant to Condition of Approval No. 3 of Lot Consolidation Preliminary Plat Application File No. P22-005, the Lot Consolidation Final Plat Application must be approved by the City Council and the final plat shall be recorded in the records of Blaine County, Idaho prior to issuance of a building permit for the 460 N Main Mixed-Use Development and prior to the submittal of the final plat application for the 5th & Main Condominiums.

FINDINGS REGARDING COMPLIANCE WITH FINAL PLAT SUBDIVISION REQUIREMENTS

Final Plat Requirements				
Compliant			City Code	City Standards
Yes	No	N/A		
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.K.1	Point of beginning of subdivision description tied to at least two governmental survey corners, or in lieu of government survey corners, to monuments recognized by the City Engineer.
			<i>Findings</i>	The point of beginning of the subdivision description is tied to two governmental survey corners—Blaine County GIS Control “K2nd-8 th ” Found 5/8 th Rebar and Blaine County GIS Control “K1st-3 rd ” Found Aluminum Cap as shown on the final plat map.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.K.2	Location and description of monuments.
			<i>Findings</i>	The location and description of monuments are provided on Sheet 1 of the Final Plat.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.K.3	Tract boundary lines, property lines, lot lines, street right-of-way lines and centerlines, other rights-of-way and easement lines, building envelopes as required on the preliminary plat, lot area of each lot, boundaries of floodplain and floodway and avalanche district, all with bearings, accurate dimensions in feet and decimals, in degrees and minutes and radii, arcs, central angles, tangents and chord lengths of all curves to the above accuracy.
			<i>Findings</i>	The lot lines of consolidated Lot 3A are shown on the final plat map. The total area of consolidated Lot 3A is 10,989 square foot, which is noted on the preliminary plat map. The final plat shows the 60-foot-wide 5 th Street right-of-way and the 80-foot-wide Main Street right-of-way. The property is not located within the floodplain, floodway, or avalanche districts. All other bearings and dimensions have been reviewed by the City Engineer for accuracy.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.K.4	Names and locations of all adjoining subdivisions.
			<i>Findings</i>	The subject property is adjacent to multiple Ketchum Townsite lots. All lots within Block 5 of Ketchum Townsite are indicated on the final plat map.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.K.5	Name and right-of-way width of each street and other public rights-of-way.
			<i>Findings</i>	The final plat shows the 60-foot-wide 5th Street right-of-way and the 80-foot-wide Main Street right-of-way..
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.030.K.6	Location, dimension and purpose of all easements, public or private.
			<i>Findings</i>	No public or private easements exists on the subject property and no new easements are required for the project.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.K.7	The blocks numbered consecutively throughout each block.

			<i>Findings</i>	The lot consolidation final plat application proposes to combine two existing lots within Block 5 of the Ketchum Townsite. No new streets or blocks are proposed with this project. The final plat map specifies that consolidated Lot 3A is within Block 5 of the Ketchum Townsite.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.030.K.8	The outline of any property, other than a street, alley or easement, which is offered for dedication to public use, fully dimensioned by distances and bearings with the area marked "Dedicated to the City of Ketchum for Public Use", together with any other descriptive language with regard to the precise nature of the use of the land so dedicated.
			<i>Findings</i>	This standard is not applicable as there is no requirement or proposal for land dedicated to public or common use for the mixed-use development.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.K.9	The title, which shall include the name of the subdivision, the name of the City, if appropriate, county and state, and the location and description of the subdivision referenced to section, township, range.
			<i>Findings</i>	The title of the final plat as shown on Sheet 1 includes all required information— <i>A Plat Showing Lot 3A, Block 5, Ketchum Townsite, wherein the lot line between Lots 3 & 4, Block 5, City of Ketchum are vacated, located within Section 18, T.4N., R.18E., B.M., City of Ketchum, Blaine County, Idaho.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.K.10	Scale, north arrow and date.
			<i>Findings</i>	The scale, north arrow, and date are included on Sheet 1 of the final plat.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.K.11	Location, width, and names of all existing or dedicated streets and other public ways within or adjacent to the proposed subdivision.
			<i>Findings</i>	All existing streets, including 5 th , 4 th , and Main streets and Leadville Avenue, as well as the Block 5 alleyway are indicated on the final plat map. No additional streets are being created or dedicated.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.030.K.12	A plat note provision referencing the County Recorder's instrument number where the condominium declaration(s) and/or articles of incorporation of homeowners' association governing the subdivision are recorded.
			<i>Findings</i>	This standard is not applicable as this final plat consolidates two existing Ketchum Townsite lots does not create a condominium subdivision.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.K.13	Certificate by registered engineer or surveyor preparing the map certifying to the accuracy of surveying plat.
			<i>Findings</i>	Sheet 1 of the final plat includes the required Certificate of Surveyor.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.K.14	A current title report of all property contained within the plat shall be provided to the City and used, in part, as the basis for the dedication of easements and encumbrances on the property.
			<i>Findings</i>	The title report, dated January 11, 2022, was used to prepare the final plat map and submitted with the lot consolidation final plat application.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.K.15	Certification of owner(s) of record and all holders of security interest(s) of record with regard to such property.
			<i>Findings</i>	The final plat application the current owner of record information. As conditioned, this standard will be met prior to recordation of the lot consolidation final plat. The signature block page shall include a certificate of

				ownership and associated acknowledgement from all owners and holders of security interest with regard to the subject property.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.K.16	Certification and signature of engineer (surveyor) verifying that the subdivision and design standards meet all City requirements.
			<i>Findings</i>	As conditioned, this standard will be met prior to recordation of the lot consolidation final plat. The signature block page shall include the certification and signature of the surveyor verifying that the subdivision and design standards meet all City requirements.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.K.17	Certification and signature of the City Engineer verifying that the subdivision and design standards meet all City requirements.
			<i>Findings</i>	As conditioned, this standard will be met prior to recordation of the lot consolidation final plat. The signature block page shall include the City Engineer's approval and verification that the subdivision and design standards meet all City requirements.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.K.18	Certification and signature of the City Clerk of the City of Ketchum verifying that the subdivision has been approved by the council.
			<i>Findings</i>	As conditioned, this standard will be met prior to recordation of the lot consolidation final plat. The signature block page shall include the certification and signature of the City Clerk verifying the subdivision has been approved by the City Council.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.030.K.19	Notation of any additional restrictions imposed by the council on the development of such subdivision to provide for the public health, safety and welfare.
			<i>Findings</i>	N/A as no restrictions were imposed by the Ketchum City Council during their review of the lot consolidation preliminary plat application.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input 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>	This standard has been met. The construction design plans shall be submitted with the building permit application for review by City Departments. All improvements indicated on the project plans, including landscaping and right-of-way improvements, shall be installed in accordance with the phased development agreement for the project.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input 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

				<p>within the time allowed by the city council (which shall be one year or less, depending upon the individual circumstances), the council may order the improvements installed at the expense of the subdivider and the surety. In the event the cost of installing the required improvements exceeds the amount of the bond, the subdivider shall be liable to the city for additional costs. The amount that the cost of installing the required improvements exceeds the amount of the performance bond shall automatically become a lien upon any and all property within the subdivision owned by the owner and/or subdivider.</p>
			<i>Findings</i>	<p>This standard does not apply as this final plat application will combine two lots. The required improvements as shown on the project plans approved with Design Review P22-007 will be required to be installed in accordance with the associated phased development agreement for the project.</p>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.040.D	<p>As Built Drawing: Prior to acceptance by the city council of any improvements installed by the subdivider, two (2) sets of as built plans and specifications, certified by the subdivider's engineer, shall be filed with the city engineer. Within ten (10) days after completion of improvements and submission of as built drawings, the city engineer shall certify the completion of the improvements and the acceptance of the improvements, and shall submit a copy of such certification to the administrator and the subdivider. If a performance bond has been filed, the administrator shall forward a copy of the certification to the city clerk. Thereafter, the city clerk shall release the performance bond upon application by the subdivider.</p>
			<i>Findings</i>	<p>Improvement plans shall be reviewed and approved by City Departments through the building permit application process for 460 N Main Mixed-Use Development. No improvements are required to be installed for the lot consolidation final plat.</p>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.040.E	<p>Monumentation: Following completion of construction of the required improvements and prior to certification of completion by the city engineer, certain land survey monuments shall be reset or verified by the subdivider's engineer or surveyor to still be in place. These monuments shall have the size, shape, and type of material as shown on the subdivision plat. The monuments shall be located as follows:</p> <ol style="list-style-type: none"> 1. All angle points in the exterior boundary of the plat. 2. All street intersections, points within and adjacent to the final plat. 3. All street corner lines ending at boundary line of final plat. 4. All angle points and points of curves on all streets. 5. The point of beginning of the subdivision plat description.
			<i>Findings</i>	<p>The applicant shall meet the required monumentation standards prior to recordation of the final plat.</p>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" 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.

			<p>2. Whenever a proposed subdivision contains lot(s), in whole or in part, within the floodplain, or which contains land with a slope in excess of twenty five percent (25%), based upon natural contours, or creates corner lots at the intersection of two (2) or more streets, building envelopes shall be shown for the lot(s) so affected on the preliminary and final plats. The building envelopes shall be located in a manner designed to promote harmonious development of structures, minimize congestion of structures, and provide open space and solar access for each lot and structure. Also, building envelopes shall be located to promote access to the lots and maintenance of public utilities, to minimize cut and fill for roads and building foundations, and minimize adverse impact upon environment, watercourses and topographical features. Structures may only be built on buildable lots. Lots shall only be created that meet the definition of "lot, buildable" in section 16.04.020 of this chapter. Building envelopes shall be established outside of hillsides of twenty five percent (25%) and greater and outside of the floodway. A waiver to this standard may only be considered for the following:</p> <ul style="list-style-type: none"> a. For lot line shifts of parcels that are entirely within slopes of twenty five percent (25%) or greater to create a reasonable building envelope, and mountain overlay design review standards and all other city requirements are met. b. For small, isolated pockets of twenty five percent (25%) or greater that are found to be in compliance with the purposes and standards of the mountain overlay district and this section. <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>This standard is not applicable as no new lots are being created. This application combines two existing Ketchum Townsite lots to consolidate the development parcel for the new 460 N Main Mixed-Use Building.</p>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<p>16.04.040.G</p> <p>G. Block Requirements: The length, width and shape of blocks within a proposed subdivision shall conform to the following requirements:</p> <ul 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.

				<p>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.</p> <p>4. Corner lots shall contain a building envelope outside of a seventy five foot (75') radius from the intersection of the streets.</p>
			<i>Findings</i>	This standard is not applicable as no new blocks are being created.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.040.H	<p>Street Improvement Requirements:</p> <p>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;</p> <p>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;</p> <p>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;</p> <p>4. Streets may be required to provide access to adjoining lands and provide proper traffic circulation through existing or future neighborhoods;</p> <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> <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</p>
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				accessory dwelling unit, and public rights of way unless approved by the city council.
			<i>Findings</i>	<p>The project is located at the southeast corner of Main and 5th streets. As shown on Sheet C2.0 of the project plans approved with Design Review P22-007, the applicant proposes to expand and repair the asphalt roadway adjacent to the property along Main Street, 5th Street, and the alleyway. The ground-level parking garage will be accessed from 5th Street. The applicant will construct a zero-reveal curb and gutter to access the parking garage.</p> <p>Final civil drawings for all associated right-of-way and alley improvements shall be submitted with the building permit application to be verified, reviewed, and approved by the City Engineer and the Streets Department prior to issuance of a building permit for the project pursuant to condition of approval #10 of Design Review P22-007.</p>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.040.I	<p>Alley Improvement Requirements: Alleys shall be provided in business, commercial and light industrial zoning districts. The width of an alley shall be not less than twenty feet (20'). Alley intersections and sharp changes in alignment shall be avoided, but where necessary, corners shall be provided to permit safe vehicular movement. Dead end alleys shall be prohibited. Improvement of alleys shall be done by the subdivider as required improvement and in conformance with design standards specified in subsection H2 of this section.</p>
			<i>Findings</i>	<p>The north end of the block 5 alleyway is unpaved but contains significant improvements, including retaining walls, a streetlight, telephone and cable tv risers, a concrete pad, and power boxes. The City allowed the existing electrical infrastructure to be placed within the alley right-of-way in 2007 as part of a project to underground overhead powerlines. The existing improvements within the right-of-way block the alley creating a dead end. Pursuant to Ketchum Municipal Code §16.04.040.I, dead-end alleys shall only be permitted after due consideration of the interests of adjacent property owners, including, but not limited to, the provision of fire protection, snow removal, and trash collection services to such properties.</p> <p>The City currently maintains and removes snow from the improved portion of the Block 5 alleyway. The Streets Department must drive their equipment in reverse backing the loader up to the dead end and then pushing as much of the snow out of the alley as possible. The dead end makes it impossible for the City to remove all of the snow from the alleyway.</p> <p>As shown on Sheet C0.2 of the project plans approved with Design Review P22-007, only a portion of the existing alley right-of-way adjacent to the subject property is improved. This paved area serves as required access to five off-street parking spaces that serve the adjacent development on Lot 7 located at 471 N Leadville Avenue. Future emergency vehicle access for the community housing units within the proposed development will be provided from the block 5 alleyway.</p>

				<p>The Fire Department requires a minimum 20-foot-wide travel lane for emergency vehicle access to be maintained clear and unobstructed at all times. The full 20-foot-width of the alley must be improved with asphalt pavement to provide compliant emergency vehicle access to the community housing units. The alley improvements must extend from the southeast corner of the development site to the edge of the existing retaining walls enclosing the power boxes at the north end of the alley. As the dead end makes it impossible for the City remove all the snow, the paved portion of the alley must include a snowmelt system in order to keep the required access clear and unobstructed during winter.</p> <p>Pursuant to condition #2 of Design Review P22-007, the full 20-foot width of the alley must be improved with asphalt pavement and a snowmelt system. These improvements shall extend from the southeast corner of the development site to the edge of the existing retaining walls enclosing the power boxes at the north end of the alley. These improvements shall be installed in accordance with the phased development agreement for the project.</p>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.J	<p>Required Easements: Easements, as set forth in this subsection, shall be required for location of utilities and other public services, to provide adequate pedestrian circulation and access to public waterways and lands.</p> <p>1. A public utility easement at least ten feet (10') in width shall be required within the street right of way boundaries of all private streets. A public utility easement at least five feet (5') in width shall be required within property boundaries adjacent to Warm Springs Road and within any other property boundary as determined by the city engineer to be necessary for the provision of adequate public utilities.</p> <p>2. Where a subdivision contains or borders on a watercourse, drainageway, channel or stream, an easement shall be required of sufficient width to contain such watercourse and provide access for private maintenance and/or reconstruction of such watercourse.</p> <p>3. All subdivisions which border the Big Wood River, Trail Creek and Warm Springs Creek shall dedicate a ten foot (10') fish and nature study easement along the riverbank. Furthermore, the council shall require, in appropriate areas, an easement providing access through the subdivision to the bank as a sportsman's access. These easement requirements are minimum standards, and in appropriate cases where a subdivision abuts a portion of the river adjacent to an existing pedestrian easement, the council may require an extension of that easement along the portion of the riverbank which runs through the proposed subdivision.</p> <p>4. All subdivisions which border on the Big Wood River, Trail Creek and Warm Springs Creek shall dedicate a twenty five foot (25') scenic easement upon which no permanent structure shall be built in order to protect the natural vegetation and wildlife along the riverbank and to protect structures from damage or loss due to riverbank erosion.</p>

				<p>5. No ditch, pipe or structure for irrigation water or irrigation wastewater shall be constructed, rerouted or changed in the course of planning for or constructing required improvements within a proposed subdivision unless same has first been approved in writing by the ditch company or property owner holding the water rights. A written copy of such approval shall be filed as part of required improvement construction plans.</p> <p>6. Nonvehicular transportation system easements including pedestrian walkways, bike paths, equestrian paths, and similar easements shall be dedicated by the subdivider to provide an adequate nonvehicular transportation system throughout the city.</p>
			<i>Findings</i>	No new easements are required.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.040.K	<p>Sanitary Sewage Disposal Improvements: Central sanitary sewer systems shall be installed in all subdivisions and connected to the Ketchum sewage treatment system as a required improvement by the subdivider. 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.</p>
			<i>Findings</i>	The mixed-use development will connect to the municipal sewer system. The project shall meet all requirements of the Wastewater Department.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.040.L	<p>Water System Improvements: A central domestic water distribution system shall be installed in all subdivisions by the subdivider as a required improvement. The subdivider shall also be required to locate and install an adequate number of fire hydrants within the proposed subdivision according to specifications and requirements of the city under the supervision of the Ketchum fire department and other regulatory agencies having jurisdiction. Furthermore, the central water system shall have sufficient flow for domestic use and adequate fire flow. All such water systems installed shall be looped extensions, and no dead end systems shall be permitted. All water systems shall be connected to the municipal water system and shall meet the standards of the following agencies: Idaho department of public health, Idaho survey and rating bureau, district sanitarian, Idaho state public utilities commission, Idaho department of reclamation, and all requirements of the city.</p>
			<i>Findings</i>	The mixed-use development will connect to the municipal water system. All utilities necessary must be improved and installed at the sole expense of the applicant. Final plans will be reviewed and approved by the Utilities Department prior to issuance of a building permit for the project.

<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.M	<p>Planting Strip Improvements: Planting strips shall be required improvements. When a predominantly residential subdivision is proposed for land adjoining incompatible uses or features such as highways, railroads, commercial or light industrial districts or off street parking areas, the subdivider shall provide planting strips to screen the view of such incompatible features. The subdivider shall submit a landscaping plan for such planting strip with the preliminary plat application, and the landscaping shall be a required improvement.</p>
			<i>Findings</i>	This standard does not apply as the mixed-use building is within the original Ketchum Townsite subdivision.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.040.N	<p>Cuts, Fills, And Grading Improvements: Proposed subdivisions shall be carefully planned to be compatible with natural topography, soil conditions, geology and hydrology of the site, as well as to minimize cuts, fills, alterations of topography, streams, drainage channels, and disruption of soils and vegetation. The design criteria shall include the following:</p> <ol style="list-style-type: none"> 1. A preliminary soil report prepared by a qualified engineer may be required by the commission and/or council as part of the preliminary plat application. 2. Preliminary grading plan prepared by a civil engineer shall be submitted as part of all preliminary plat applications. Such plan shall contain the following information: <ol style="list-style-type: none"> a. Proposed contours at a maximum of five foot (5') contour intervals. b. Cut and fill banks in pad elevations. c. Drainage patterns. d. Areas where trees and/or natural vegetation will be preserved. e. Location of all street and utility improvements including driveways to building envelopes. f. Any other information which may reasonably be required by the administrator, commission or council to adequately review the affect of the proposed improvements. 3. Grading shall be designed to blend with natural landforms and to minimize the necessity of padding or terracing of building sites, excavation for foundations, and minimize the necessity of cuts and fills for streets and driveways. 4. Areas within a subdivision which are not well suited for development because of existing soil conditions, steepness of slope, geology or hydrology shall be allocated for open space for the benefit of future property owners within the subdivision. 5. Where existing soils and vegetation are disrupted by subdivision development, provision shall be made by the subdivider for revegetation of disturbed areas with perennial vegetation sufficient to stabilize the soil upon completion of the construction. Until such times as such revegetation has been installed and established, the subdivider shall maintain and protect all disturbed surfaces from erosion. 6. Where cuts, fills, or other excavations are necessary, the following development standards shall apply: <ol style="list-style-type: none"> a. Fill areas shall be prepared by removing all organic material detrimental to proper compaction for soil stability.

				<p>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).</p> <p>c. Cut slopes shall be no steeper than two horizontal to one vertical (2:1). Subsurface drainage shall be provided as necessary for stability.</p> <p>d. Fill slopes shall be no steeper than three horizontal to one vertical (3:1). Neither cut nor fill slopes shall be located on natural slopes of three to one (3:1) or steeper, or where fill slope toes out within twelve feet (12') horizontally of the top and existing or planned cut slope.</p> <p>e. Toes of cut and fill slopes shall be set back from property boundaries a distance of three feet (3'), plus one-fifth (1/5) of the height of the cut or the fill, but may not exceed a horizontal distance of ten feet (10'); tops and toes of cut and fill slopes shall be set back from structures at a distance of at least six feet (6'), plus one-fifth (1/5) of the height of the cut or the fill. Additional setback distances shall be provided as necessary to accommodate drainage features and drainage structures.</p>
			<i>Findings</i>	The project shall meet all cut, fill, and grading standards.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.040.O	<p>Drainage Improvements: The subdivider shall submit with the preliminary plat application such maps, profiles, and other data prepared by an engineer to indicate the proper drainage of the surface water to natural drainage courses or storm drains, existing or proposed. The location and width of the natural drainage courses shall be shown as an easement common to all owners within the subdivision and the city on the preliminary and final plat. All natural drainage courses shall be left undisturbed or be improved in a manner that will increase the operating efficiency of the channel without overloading its capacity. An adequate storm and surface drainage system shall be a required improvement in all subdivisions and shall be installed by the subdivider. Culverts shall be required where all water or drainage courses intersect with streets, driveways or improved public easements and shall extend across and under the entire improved width including shoulders.</p>
			<i>Findings</i>	<p>All storm water shall be retained on site, including water from roof drains. All roof drain locations must be shown on the project plans submitted with the building permit application for final review and approval by the City Engineer. Sheets C2.0 and C2.1 of the project plans approved with Design Review P22-007 indicate the proposed drainage improvements. The drainage plan is comprised of a system of catch basins and drywells.</p> <p>Pursuant to condition #10 of Design Review P22-007, the applicant shall submit final civil drawings for all drainage improvements with the building permit application to be verified, reviewed, and approved by the City Engineer. The final project plans submitted with the building permit application must specify the location of all roof drains.</p>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.040.P	<p>Utilities: In addition to the terms mentioned in this section, all utilities including, but not limited to, electricity, natural gas, telephone and cable services shall be</p>

				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>	All utilities shall be installed underground.
<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>	The proposed condominium development does not create substantial additional traffic; therefore, no off-site improvements are required.

CONCLUSIONS OF LAW

1. The City of Ketchum is a municipal corporation established in accordance with Article XII of the Constitution of the State of Idaho and Title 50 Idaho Code and is required and has exercised its authority pursuant to the Local Land Use Planning Act codified at Chapter 65 of Title 67 Idaho Code and pursuant to Chapters 3, 9 and 13 of Title 50 Idaho Code to enact the ordinances and regulations, which ordinances are codified in the Ketchum Municipal Code (“KMC”) and are identified in the Findings of Fact and which are herein restated as Conclusions of Law by this reference and which City Ordinances govern the applicant’s Lot Consolidation Subdivision Final Plat application for the development and use of the project site.
2. The City Council has the authority to review and approve the applicant’s Lot Consolidation Subdivision Final Plat Application pursuant to Chapter 16.04 of Ketchum Code Title 16.
3. The Lot Consolidation Subdivision Final Plat application is governed under Chapter 16.04 of Ketchum Municipal Code.
4. The 5th & Main (460 N Main Mixed-Use Building) Lot Consolidation Subdivision Final Plat application meets all applicable standards specified in Title 16 of Ketchum Municipal Code.

DECISION

THEREFORE, the Ketchum City Council **approves** this Lot Consolidation Final Plat Application File No. P22-041 this Tuesday, September 6th, 2022 subject to the following conditions of approval.

CONDITIONS OF APPROVAL

1. The Lot Consolidation Final Plat is subject to all conditions of approval associated with Design Review Application File No P22-007.
2. Failure to record a Final Plat within two (2) years of Council’s approval of a Preliminary Plat shall cause the Preliminary Plat to be null and void.
3. The final plat mylar shall contain all items required under Title 50, Chapter 13, Idaho Code as well as all items required pursuant to Ketchum Municipal Code §16.04.030.J, including certificates and signatures.

Findings of Fact **adopted** this 6th day of September 2022.

Neil Bradshaw, Mayor
City of Ketchum



**City of Ketchum
Planning & Building**

OFFICIAL USE ONLY	
Application Number:	PRR-0411
Date Received:	<i>[Signature]</i>
By:	6-29-22
Fee Paid:	750.00
Approved Date:	
By:	

**Final Plat
Subdivision Application**

Submit completed application and payment to the Planning and Building Department, PO Box 2315, Ketchum, ID 83340 or hand deliver to Ketchum City Hall, 191 th St. West, Ketchum. If you have questions, please contact the Planning and Building Department at (208) 726-7801. To view the Development Standards, visit the City website at: www.ketchumidaho.org and click on Municipal Code.

APPLICANT INFORMATION			
Name of Proposed Subdivision: Lot 3A, Block 5, Ketchum Townsite			
Owner of Record: Fifth & Main LLC c/o Dave Wilson			
Address of Owner: PO Box 6770, Ketchum, ID 83340			
Representative of Owner: Galena Engineering			
Legal Description: Lots 3 & 4, Block 5, Ketchum Townsite			
Street Address: 460 N. Main St.			
SUBDIVISION INFORMATION			
Number of Lots/Parcels: 2 Existing, 1 Proposed			
Total Land Area: 10,989 Sq. Ft. (0.25 Ac.)			
Current Zoning District: CC			
Proposed Zoning District: CC			
Overlay District: n/a			
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: N/A			
Easements to be dedicated on the final plat: None			
Briefly describe the improvements to be installed prior to final plat approval: None			
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.			

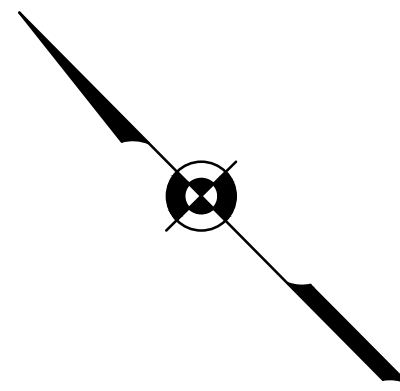
Applicant agrees in the event of a dispute concerning the interpretation or enforcement of the Subdivision Application in which the City of Ketchum is the prevailing party to pay reasonable attorney's fees and costs, including fees and costs of appeal for the City of Ketchum. Applicant agrees to observe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

Sean Tly

06 / 22 / 2022

Applicant Signature — Representative's Signature Date

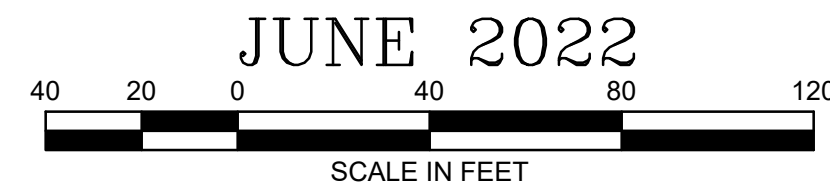
Once your application has been received, we will review it and contact you with next steps. No further action is required at this time.



SCALE: 1" = 40'

A PLAT SHOWING LOT 3A, BLOCK 5, KETCHUM TOWNSITE

WHEREIN THE LOT LINE BETWEEN LOTS 3 & 4, BLOCK 5, CITY OF KETCHUM ARE VACATED
LOCATED WITHIN SECTION 18, T.4N., R.18E., B.M., CITY OF KETCHUM, BLAINE COUNTY, IDAHO

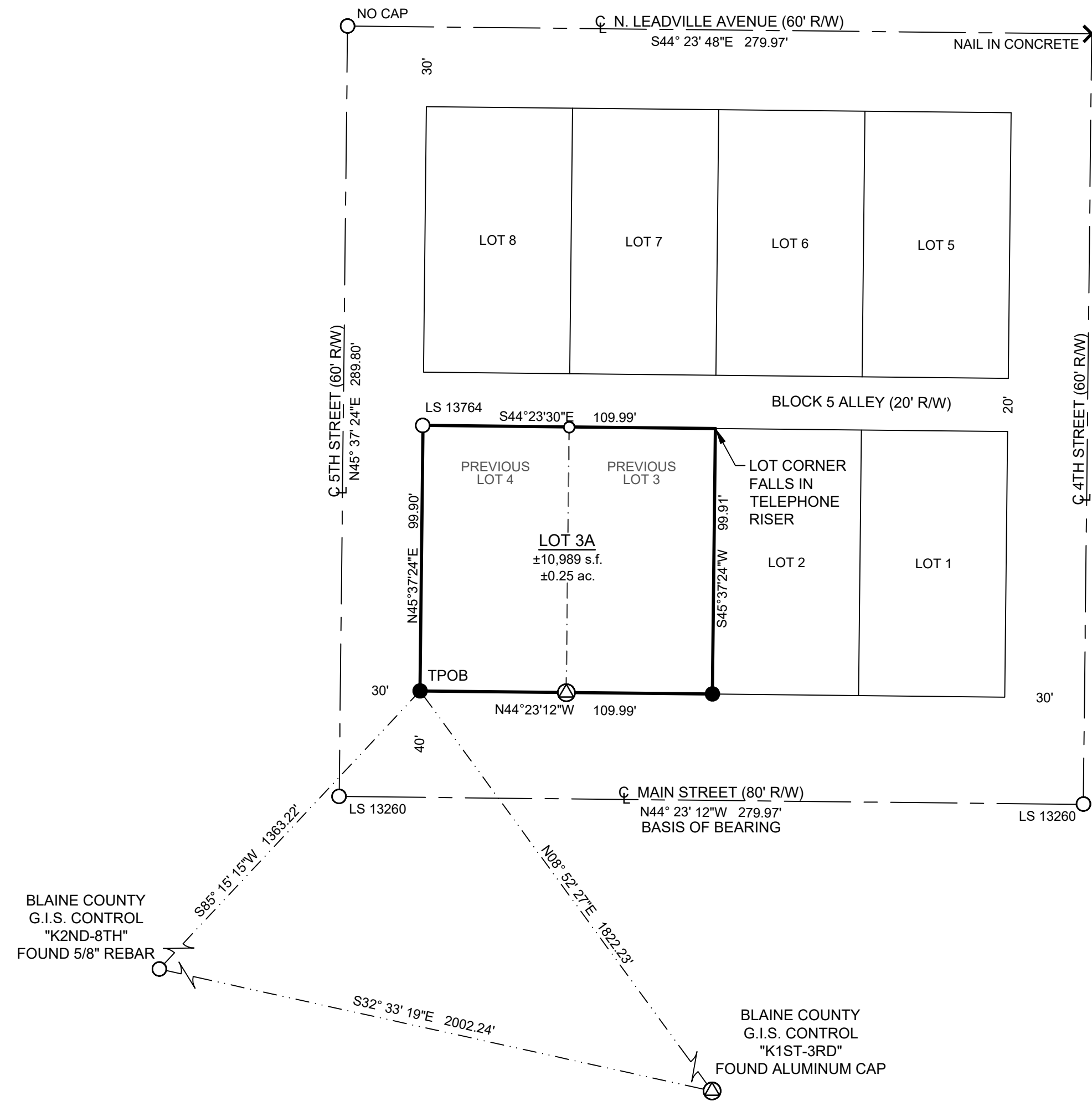


LEGEND

- Property Line
- Adjoiner's Lot Line
- Centerline
- GIS Tie Line
- Lot Line to be Vacated
- Found Aluminum Cap
- Found 5/8" Rebar
- Nail in Concrete
- Set 5/8" Rebar
- TPOB = True Point of Beginning

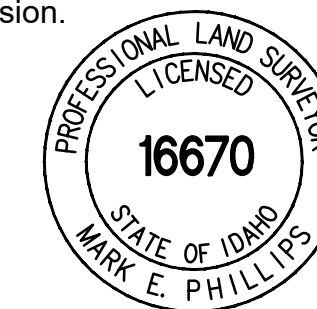
SURVEY NARRATIVE & NOTES

1. The purpose of this survey is to show the monuments found and set during the boundary retracement of Lots 3-4, Block 5, Ketchum Townsite and vacate the lot line between said lots as shown hereon. The boundary shown is based on A Record of Survey for Ketchum Block 5, Lots 3 & 4, Instrument Number 642700, records of Blaine County, Idaho. All found monuments have been accepted. Lot corner monuments were set by block breakdown and proportioning record distances.
2. The distances shown are measured. Refer to the above referenced survey for previous record data.
3. This survey does not purport to reflect any of the following which may be applicable to subject real property: natural hazards, encroachments, wetlands, easements, building setbacks, restrictive covenants, subdivision restrictions, zoning or any other land-use regulations.
4. A Title Commitment has been issued by Title Resources Guaranty Company, Commitment Number 21435321-2, with a commitment date of January 11, 2022. 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. Some of the encumbrances and easements listed in the title report are NOT plottable hereon. Review of specific documents is required, if further information is desired.



CERTIFICATE OF SURVEYOR

I hereby certify that I am a Registered Land Surveyor in the State of Idaho and that this map is a true and accurate representation of a survey done under my direct supervision.



LOT 3A, BLOCK 5,
KETCHUM TOWNSITE

GALENA ENGINEERING,
INC. HAILEY, IDAHO

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

Date

South Central District Health Dept., EHS

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

1 OF 2
Job No. 8146



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

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

File No. 792729 /JD

Instrument # 689935

HAILEY, BLAINE, IDAHO
12-16-2021 4:30:49 PM No. of Pages: 1
Recorded for: PIONEER TITLE COMPANY OF BLAINE COUNTY
STEPHEN MCDUGALL GRAHAM Fee: \$15.00
Ex-Officio Recorder Deputy: GWB
Electronically Recorded by Simplifile

WARRANTY DEED

For Value Received Main Street Realty Partners, LLC, a Delaware limited liability company hereinafter referred to as Grantor, does hereby grant, bargain, sell, warrant and convey unto

Fifth & Main, LLC, an Idaho limited liability company hereinafter referred to as Grantee, whose current address is P.O. Box 6770 Ketchum, ID 83340

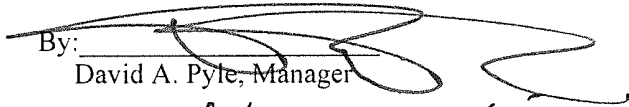
The following described premises, to-wit:

Lots 3 and 4, Block 5, Ketchum Townsite, Blaine County, Idaho, according to the official plat thereof, on file in the office of the County Recorder of Blaine County, Idaho.

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

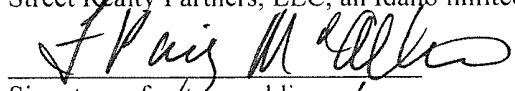
Dated: December 8, 2021

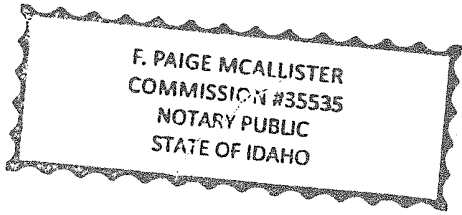
Main Street Realty Partners, LLC, a Delaware limited liability company

By: 
David A. Pyle, Manager

State of Idaho, County of Blaine

This record was acknowledged before me on 12/14/21 by David A. Pyle, as Manager of Main Street Realty Partners, LLC, an Idaho limited liability company.


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





COMMITMENT FOR TITLE INSURANCE
Issued by
TITLE RESOURCES GUARANTY COMPANY

Issuing Office: TitleOne Corporation dba Sun Valley Title
ALTA® Universal ID: 1065022
Commitment Number: 21435321-2

SCHEDULE A

1. Commitment Date: January 11, 2022 at 07:30 AM

2. Policy or Policies to be issued:

X ALTA Owners Policy (6/17/06)	Standard Coverage	Policy Amount:	
Proposed Insured:		Premium:	\$0.00
To Be Determined			

3. The estate or interest in the land described or referred to in this Commitment is:
Fee Simple

4. Title to the estate or interest in the Land is at the Commitment Date vested in:
Fifth & Main, LLC, an Idaho limited liability company

5. The Land described as follows:
See Attached Schedule C

Title Resources Guaranty Company
TitleOne Corporation dba Sun Valley Title

By:

Nick Busdon, Authorized Signatory

Title Resources Guaranty Company

By:

President/CEO

Secretary



This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by Title Resources Guaranty Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements; and Schedule B, Part II—Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

TRGC Form: Comm16 ALTA Commitment Form Adopted 6-17-2006 Revised 08-01-2016 Technical Corrections 04-02-2018

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**SCHEDULE B, PART I
Requirements**

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.

2. Pay the agreed amount for the estate or interest to be insured.

3. Pay the premiums, fees, and charges for the Policy to the Company.

4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.

5. NOTE: According to the available records, the purported address of the land referenced herein is:

None at this time, North Main St, Ketchum, ID 83340

6. NOTE: In the event this transaction fails to close, or this commitment is cancelled, a cancellation fee will be charged to comply with the State of Idaho Department of Insurance regulations.

7. The Company will require delivery and approval of an Indemnity and Affidavit as to Debts, Liens, and Possession prior to the issuance of any Extended Coverage policy. The Company may make additional requirements and exceptions upon disclosure of the same.

8. NOTE: The only deed(s) affecting said land, which recorded within 24 months of the date of this report, or the last recorded vesting deed, is (are) as follows:

Document: Warranty Deed

Grantor: Main Street Realty Partners, LLC, a Delaware limited liability company

Grantee: Fifth & Main, LLC, an Idaho limited liability company

Recorded: December 16, 2021

Instrument No.: [689935](#), records of Blaine County, Idaho.

9. The Company will require that a new plat be accepted by the Blaine County Assessor's Office and recorded with the Blaine County Recorder's Office prior to any closings.

10. The Company will require any CCR-type documents be recorded prior to closing.

11. The Company will require a copy of the Operating Agreement and any amendment thereof for Fifth & Main, LLC, showing authority of the officers, managers, or members to execute the forthcoming documents on behalf of said limited liability company. The Company may make additional requirements or exceptions upon disclosure of the same.

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by Title Resources Guaranty Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements; and Schedule B, Part II—Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

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SCHEDULE B, PART II
Exceptions

THIS COMMITMENT DOES NOT REPUBLISH ANY COVENANT, CONDITION, RESTRICTION, OR LIMITATION CONTAINED IN ANY DOCUMENT REFERRED TO IN THIS COMMITMENT TO THE EXTENT THAT THE SPECIFIC COVENANT, CONDITION, RESTRICTION, OR LIMITATION VIOLATES STATE OR FEDERAL LAW BASED ON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, GENDER IDENTITY, HANDICAP, FAMILIAL STATUS, OR NATIONAL ORIGIN.

The Policy will not insure against loss or damage resulting from the terms and provisions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company. If the Company's requirements are satisfied, Exceptions 1 through 7 will be removed on Enhanced/Extended coverage policies.

1. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I—Requirements are met.
2. Rights or claims of parties in possession not shown by the Public Records.
3. 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.
4. Easements, or claims of easements, not shown by the Public Records.
5. Any lien, or right to a lien, for services, labor, equipment, or materials heretofore or hereafter furnished, imposed by law and not 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. (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.
8. Taxes, including any assessments collected therewith, for the year 2021 which are paid in full.
Parcel Number: RPK000005003A
Original Amount: \$10,597.64
Without Homeowner's Exemption
9. Taxes, including any assessments collected therewith, for the year 2022 which are a lien not yet due and payable.
10. The land described herein is located within the boundaries of the City of Ketchum and is subject to any assessments levied thereby.
11. Liens, levies, and assessments of a proposed homeowners/condominium association, if any.
12. Easements, reservations, restrictions, and dedications as shown on the official plat of Ketchum Townsite.
13. Easements, reservations, restrictions, and dedications as shown on the proposed plat of the new development.
14. Reservations and exceptions in a United States Patent, and in the act authorizing the issuance thereof, recorded October 25, 1883 in Book 1 of Patents, at Page [22](#), records of Blaine County, Idaho.
15. Reservations and exceptions in a United States Patent, and in the act authorizing the issuance thereof, recorded April 11, 1939 as Instrument No. [78777](#), records of Blaine County, Idaho.

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by Title Resources Guaranty Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements; and Schedule B, Part II—Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

TRGC Form: Comm16 ALTA Commitment Form Adopted 6-17-2006 Revised 08-01-2016 Technical Corrections 04-02-2018

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16. 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.

17. All matters, and any rights, easements, interests or claims as disclosed by a Record of Survey recorded April 11, 2017 as Instrument No. [642700](#), records of Blaine County, Idaho.

18. Terms, provisions, covenants, conditions, restrictions and easements provided in a proposed Declaration of Covenants, Conditions and Restrictions, but omitting any covenants, conditions or restrictions, if any, to the extent that such violates 42 USC 3604 (c) or any other ordinance, statute or regulation.

Recorded:

Instrument No.:

19. A Deed of Trust to secure an indebtedness in the amount shown below and any other obligations secured thereby:

Amount: \$1,500,000.00

Trustor/Grantor: Fifth & Main, LLC, an Idaho limited liability company

Trustee: Pioneer Title Company

Beneficiary: Mountain West Bank, Division of Glacier Bank

Dated: December 15, 2021

Recorded: December 16, 2021

Instrument No.: [689936](#), records of Blaine County, Idaho.

(End of Exceptions)

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SCHEDULE C

Legal Description:

Lots 3 and 4, Block 5 of the VILLAGE OF KETCHUM, BLAINE COUNTY, IDAHO, according to the official plat thereof, recorded as Instrument No. 302967, records of Blaine County, Idaho.

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by Title Resources Guaranty Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements; and Schedule B, Part II—Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

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City of Ketchum

September 6, 2022

Mayor Bradshaw and City Councilors
City of Ketchum
Ketchum, Idaho

Mayor Bradshaw and City Councilors:

Recommendation to Ppprove Purchase Order #22129 with Strata, Inc. for Geotechnical Design Services for East Avenue and Walnut Avenue Rehabilitation Project

Recommendation and Summary

Staff is requesting the Council approve the Purchase Order with Strata, Inc. for geotechnical engineering services for the East Avenue and Walnut Avenue roadway rehabilitation project.

"I move to approve Purchase Order #22129 and authorize the Mayor to sign Strata, Inc.'s General Conditions for Geotechnical Engineering Services."

The reasons for the recommendation are as follows:

- Geotechnical engineering services will evaluate the existing pavement conditions and rehabilitation options (mill & overlay vs. rebuild).
- This evaluation will inform what amount to plan for in the FY24 Capital Improvement Plan.
- Per the city procurement process, proposals from three firms were solicited. Strata, Inc. is recommended based on the balance of cost and services provided.

Sustainability Impact

No direct connection.

Financial Impact

Contract is not to exceed \$19,600 which can be funded from current fiscal year CIP project savings.

Attachments:

Purchase Order #22129
Strata, Inc. Proposal
General Conditions for Geotechnical Engineering Services



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: 22129

To: 3944 STRATA 8653 W. HACKAMORE DRIVE BOISE ID 83709	Ship to: CITY OF KETCHUM PO BOX 2315 KETCHUM ID 83340
---	---

P. O. Date	Created By	Requested By	Department	Req Number	Terms
09/01/2022	kchoma	kchoma		0	

Quantity	Description	Unit Price	Total
1.00	GEOTECH EVALUATION OF EAST AVENUE 03-4193-7607	19,600.00	19,600.00
	SHIPPING & HANDLING		0.00
	TOTAL PO AMOUNT		19,600.00

 Authorized Signature



July 22, 2022
File: TFP22103

Sherrí Newland, P.E., CPESC
Principal Engineering/Owner
S&C Associates LLC
220 East Avenue, Suite 102
Ketchum, ID 83340

RE: **PROPOSAL**
Geotechnical Engineering Pavement Evaluation
East Avenue and Walnut Avenue
Ketchum, Idaho

Dear Ms. Newland:

STRATA, Inc. is pleased to present this proposal to provide a Geotechnical Engineering Pavement Evaluation for East Avenue and a portion of Walnut Avenue in Ketchum, Idaho. The following paragraphs present our project understanding, recommended scope of services, schedule and fee.

PROJECT UNDERSTANDING

We have prepared this proposal for the City of Ketchum (the City) based on our conversations with you and our review of project schematic you have provided. We understand that pavement rehabilitation is being considered for East Avenue between First and Sixth Streets and Walnut Avenue between Sun Valley Road and Fifth Street. At this time, we do not have information on the existing pavement section. We understand the City is considering a mill and inlay as one potential rehabilitation as well as full reconstruction. We further understand that this project will follow the Idaho Standards for Public Works Construction (ISPWC), with City of Ketchum Revisions.

SCOPE OF SERVICES

Our services will consist of obtaining pavement cores and drilling borings in the existing roadway, classification of base and subgrade soil, laboratory testing to estimate the resilient modulus of the existing subgrade soils, and providing pavement rehabilitation/reconstruction recommendations. We will also provide general earthwork and construction-related recommendations. Specifically, we plan to accomplish the following tasks:

Field Exploration

1. Contact the regional One-Call Utility Notification Center (Digline) to locate public utilities. In addition, we will coordinate with the City to locate private utilities in the vicinity of the exploration locations. STRATA will not be responsible for damage to unmarked utilities. We will record the locations of the explorations in the field using a recreational-grade, handheld GPS device accurate to ± 15 feet (ft).
2. Subcontract traffic control to shift traffic from the travel lane to the parking areas in the center of the roadway to perform coring and boring operations.
3. Obtain five (5) asphalt pavement cores on East Ave. and two (2) cores on Walnut Ave. We will obtain 4-inch diameter pavement cores for section thickness documentation and visual observation. Photographs of the cores will be taken and presented in our report.

4. Subcontract to perform five (5) exploratory borings at three (3) of the core locations on East Ave. and both core locations on Walnut Ave. The proposed borings will be advanced to depths of approximately 5 feet using hollow-stem augers. Soil samples will be obtained throughout the exploratory borings via 2-inch outside diameter split-spoon samplers. Bulk samples of the base, subbase, and subgrade soils will also be obtained from the flights of the augers. We will visually classify and describe the soils encountered in accordance with the *Unified Soil Classification System* (USCS). The borings will be backfilled in accordance with Idaho Department of Water Resources (IDWR) requirements. A single lift of asphalt cold-patch will be placed at the surface of each boring and pavement core to match the existing Hot-Mix Asphalt (HMA) thickness.
5. Perform a pavement condition survey at one exploration location on Walnut Ave and two exploration locations on East Ave. The survey will include measuring limits and severity of pavement distresses over a single lane width for a 100-ft length referencing the Distress Identification Manual for the Long-Term Pavement Performance Program (LTPP).

Laboratory Testing

Laboratory test procedures will be performed in general accordance with applicable ASTM test procedures identified below. “General accordance” indicates that certain local and common descriptive practices and methodologies have been followed. Specific samples will be tested to further define their physical and engineering properties. The anticipated testing program includes:

- Idaho R-Value (Idaho T-8) – 2
- Gradation (ASTM D6913) – 5
- Percent Passing #200 Sieve (ASTM D1140) – 5
- Moisture Contents (ASTM D2216) – 10
- Atterberg Limit Tests (ASTM D4318) – 1

Soil samples will be retained in our laboratory for 60 days after completion of our field evaluation; the samples will then be discarded unless other arrangements are made to store them for a longer period.

Engineering Analysis, Evaluation, and Report

Following our field exploration and laboratory testing, we will review and synthesize the collected data, complete our engineering analysis and develop recommendations related to the following:

- Pavement Evaluation
 - Thickness of asphalt pavement section at each core location
 - Limited qualitative evaluation of asphalt cores with respect to stripping and crack propagation including a photograph of each core
 - Describe conditions of the existing asphalt surface at each core location
 - Pavement condition survey summary
 - Evaluate properties of existing base and subgrade
 - Provide recommendations for mill/inlay alternative with approximate design life
 - Provide recommendations for one alternative for either pavement rehabilitation or full depth reconstruction for 20-year design life
- Earthwork
 - Pavement subgrade preparation
 - Excavation characteristics



- Cold and wet weather construction
- Structural fill criteria, including suitability of onsite subgrade materials
- Required compaction

We will summarize the information obtained from our subsurface field evaluation, laboratory testing, and engineering analysis in a geotechnical engineering pavement evaluation report. The report will include an exploration location plan, boring logs, photographs of the pavement cores, and laboratory test results. We will schedule a call with you to discuss our recommendations prior to submitting the report. The final report will be signed and sealed by an Idaho licensed professional engineer.

SCHEDULE AND FEE

At your request, we have provided our overall fee along with two potential cost savings items for drilling and traffic control as described below:

- Drill Rig Mobilization – We understand that construction for this project will take place in 2023 and there may be flexibility in the design schedule. We are expecting to perform drilling for a separate project on SH-75 in the fall of 2022. If we can schedule this work to coincide with our drilling on SH-75, the drill rig mobilization fee may be deducted from our fee.
- Traffic Control – Our fee includes subcontracting Road Work Ahead to provide traffic control services during our field exploration. Alternatively, the City may provide these services and the traffic control fee may be deducted from our fee.

We anticipate beginning our work within two weeks of your authorization to proceed. The schedule to complete fieldwork will depend on drilling subcontractor availability and the field schedule of the SH-75 project. Our geotechnical engineering evaluation report will be completed within five weeks of completing our field explorations.

We propose to perform the scope of services outlined above for a lump sum fee of **\$19,600**. As noted above, our fee may be reduced by the following cost savings:

Services	Fee Reduction
Drill rig mobilization	\$2,000
Subcontracted traffic control services	\$1,208

If we become aware of conditions that may affect our scope of services or our proposed fee, we will notify you immediately. Our lump sum fee does not include attendance at meetings, revisions to our final report, or other correspondence. Additional evaluation, exploration, testing, or other services outside of those described herein will increase our fee. However, we will not exceed our authorized fee without your prior written approval.

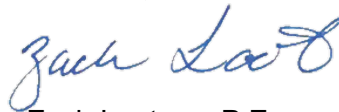
This proposal is valid for a period of 60-days from the date of the proposal.



AUTHORIZATION

We appreciate the opportunity to present this proposal and look forward to working with the City of Ketchum on this project. If we are to proceed with this scope of services as outlined in this proposal, please sign and return a copy of the enclosed *General Conditions for Geotechnical Engineering Services* as our authorization to proceed. We understand that we will have permission to enter onto the site once we are authorized to proceed. If you have any questions, please contact us.

Sincerely,
STRATA, Inc.



Zach Lootens, P.E.
Project Engineer



Paul Wasser, P.E.
Principal Engineer

ZL/DPG/kb

Attachment: General Conditions for Geotechnical Engineering Services



Proposal No./Date:	TFP22103/ July 22, 2022	Client Name:	City of Ketchum
Project Name:	East Avenue and Walnut Avenue	Project Location:	Ketchum, Idaho

STRATA
GENERAL CONDITIONS FOR GEOTECHNICAL ENGINEERING SERVICES

1. DEFINITIONS

- 1.1. Contract Documents.** Plans, specifications, and agreements between Client and Contractors, including addenda, amendments, supplementary instructions, and change orders.
- 1.2. Contractor.** The contractor or contractors retained to construct the Project for which STRATA is providing Services under this Agreement.
- 1.3. Day(s).** Calendar day(s) unless otherwise stated.
- 1.4. Hazardous Materials.** The term Hazardous Materials means any toxic substances, chemicals, radioactivity, pollutants, or other materials, in whatever form or state, known or suspected to impair the environment in any way whatsoever. Hazardous Materials include, but are not limited to, those substances defined, designated or listed in any federal, state or local law, regulation or ordinance concerning hazardous wastes, toxic substances or pollution.
- 1.5. Services.** The Services provided by STRATA as set forth in this Agreement, the SCOPE OF SERVICES and any written amendment to this Agreement.
- 1.6. Work.** The labor, materials, equipment and services required to complete the work described in the Contract Documents.

2. SCOPE OF SERVICES

STRATA will perform the Services set forth in the attached SCOPE OF SERVICES.

- 2.1. Changes in Scope.** If STRATA provides Client with a writing confirming a change in the SCOPE OF SERVICES, it will become an amendment to this Agreement unless Client objects in writing within 5 business days after receipt. All Services performed by STRATA on the Project are subject to the terms and limitations of this Agreement. If Services are performed, but the parties do not reach agreement concerning modifications to the SCOPE OF SERVICES or compensation, then the terms and limitations of this Agreement apply to such Services, except for the payment terms. The parties agree to resolve disputes concerning modifications to scope or compensation pursuant to Section 17, "Disputes."
- 2.2. Licenses.** STRATA will procure and maintain business and professional licenses and registrations necessary to provide its Services.
- 2.3. Excluded Services.** STRATA's Services under this Agreement include only those Services specified in the SCOPE OF SERVICES, OR A WRITTEN AMENDMENT(S) THERETO. STRATA shall have no other responsibility or obligation except as agreed to in writing.
 - 2.3.1. General.** Client expressly waives any claim against STRATA resulting from its failure to perform recommended additional Services that Client has not authorized STRATA to perform, and any claim that STRATA failed to perform services that Client instructs STRATA not to perform.

3. PAYMENTS TO STRATA

- 3.1. Basic Services.** STRATA will perform all Services set forth in the attached SCOPE OF SERVICES AND PRELIMINARY FEE ESTIMATE for the amount(s) set forth therein.
- 3.2. Additional Services.** Any Services performed under this Agreement, except those Services expressly identified in the attached SCOPE OF SERVICES, will be provided on a time and materials basis unless otherwise specifically agreed to in writing by both parties.
- 3.3. Estimate of Fees.** To the best of its ability, STRATA will perform the Services and accomplish the objectives of this Agreement within any written cost estimate provided by it. Client recognizes that changes in scope and schedule, and unforeseen circumstances can all influence the successful completion of Services within the estimated cost. The use of an estimate of fees or of a "not to exceed" limitation is not a guarantee that the Services will be completed for that amount; rather, it indicates that STRATA shall not incur fees and expenses in excess of the estimate or limitation amount without obtaining Client's agreement to do so.
- 3.4. Rates.** Client will pay STRATA at the rates set forth in the PRELIMINARY FEE ESTIMATE.
 - 3.4.1. Changes to Rates.** Client and STRATA agree that the PRELIMINARY FEE ESTIMATE is subject to periodic review and amendment, as appropriate to reflect STRATA's then-current fee structure. STRATA will give Client at least 30 days advance notice of any changes. Unless Client objects in writing to the proposed amended fee structure within 30 days of notification, the amended fee structure will be incorporated into this Agreement and will then supersede any prior fee structure. If Client timely objects to the amended fee structure, and STRATA and Client cannot agree upon a new fee structure within 30 days after notice, STRATA may terminate this Agreement and be compensated as set forth under Section 16, "Termination."
- 3.5. Payment Timing; Late Charge.** All invoices are due upon receipt. All amounts unpaid 30 days after the invoice date will include a late payment charge from the date of the invoice, at the rate of 1-1/2% per month or the highest rate permitted by law. In addition, STRATA may suspend performance of the Services when such failure to pay continues for fifteen (15) days following notice to Client of the same.
- 3.6. Payment Disputes.** If Client objects to any portion of an invoice, Client must so notify STRATA in writing within ten (10) days of the invoice date, identifying in such notice the cause of the disagreement. The parties will immediately make every effort to resolve the disputed portion of the invoice. Payment thereafter will first be applied to accrued interest and then to the unpaid principal amount.

4. STANDARD OF PERFORMANCE; DISCLAIMER OF WARRANTIES

- 4.1. Level of Service.** STRATA offers different levels of geotechnical engineering Services to suit the desires and needs of different clients. Although the possibility of error can never be eliminated, more detailed and extensive Services yield more information and reduce the probability of error, but at increased cost. Client must determine the level of Services adequate for its purposes. Client has reviewed the SCOPE OF SERVICES and has determined that it does not need or want a greater level of Services than that being provided.
- 4.2. Standard of Care.** Subject to the limitations inherent in the agreed SCOPE OF SERVICES as to the degree of care, the amount of time and expenses to be incurred, and subject to any other limitations contained in this Agreement, STRATA will perform its Services consistent with that level of care and skill ordinarily exercised by other professional engineers practicing in the same locale and under similar circumstances at the time the Services are performed.
- 4.3. No Warranty.** No warranty, express or implied, is included or intended by this Agreement.
- 4.4. No Fiduciary Duty.** Client agrees that STRATA has been engaged to provide technical professional services only and that STRATA does not owe a fiduciary responsibility to Client or to the project Owner, if different from Client.

5. CLIENT'S RESPONSIBILITIES

In addition to payment for the Services performed under this Agreement, Client agrees to:

- 5.1. Cooperation.** Assist and cooperate with STRATA in any manner necessary and within its ability to facilitate STRATA's performance under this Agreement.
- 5.2. Representative.** Designate a representative with authority to receive all notices and information pertaining to this Agreement, communicate Client's policies and decisions, and assist as necessary in matters pertaining to the Project and this Agreement. Client's representative will be subject to change by written notice.
- 5.3. Rights of Entry.** Provide access to and/or obtain permission for STRATA to enter upon all property, whether or not owned by Client, as required to perform and complete the Services. STRATA will operate with reasonable care to minimize damage to the Project Site(s). However, Client recognizes that STRATA's operations and the use of investigative equipment may unavoidably alter conditions or affect the environment at the existing Project Site(s). The cost of repairing such damage will be borne by Client and is not included in the fee unless otherwise stated.

Proposal No./Date:	TFP22103/ July 22, 2022	Client Name:	City of Ketchum
Project Name:	East Avenue and Walnut Avenue	Project Location:	Ketchum, Idaho

5.4. Relevant Information. Supply STRATA with all information and documents in Client's possession or knowledge which are relevant to STRATA's Services. Client warrants the accuracy of any information supplied by it to STRATA, and acknowledges that STRATA is entitled to rely upon such information without verifying its accuracy. Prior to the commencement of any Services in connection with a specific property, Client will notify STRATA of any known potential or possible health or safety hazard existing on or near the Project Site, with particular reference to Hazardous Materials or conditions.

5.5. Subsurface Structures. Correctly designate on plans to be furnished to STRATA, the location of all subsurface structures, such as pipes, tanks, cables and utilities within the property lines of the Project Site(s), and be responsible for any damage inadvertently caused by STRATA to any such structure or utility not so designated. STRATA is not liable to Client for any losses, damages or claims arising from damage to subterranean structures or utilities that were not correctly shown on plans furnished by Client to STRATA.

6. UNANTICIPATED AND CHANGED CONDITIONS

Actual subsurface conditions may vary from those encountered in the specific locations where STRATA conducts its explorations. STRATA can only base its site data, interpretations and recommendations on information reasonably available to it. Practical limitations on available data will result in some level of uncertainty, and therefore risk, with respect to the interpretation of environmental, geological and geotechnical conditions even when STRATA follows the standard of care. If STRATA discovers conditions or circumstances that it had not contemplated at the commencement of this Agreement ("Changed Conditions"), STRATA will notify Client in writing of the Changed Conditions. Client and STRATA agree that they will then renegotiate in good faith the terms and conditions of this Agreement. If STRATA and Client cannot agree upon amended terms and conditions within 30 days after notice, STRATA may terminate this Agreement and be compensated as set forth in Section 16, "Termination." Underground utilities and other structures that are not properly located on plans and specifications provided to STRATA will be considered a Changed Condition under this clause.

7. HAZARDOUS MATERIALS

Client understands that STRATA's Services under this Agreement are limited to geotechnical engineering and that STRATA has no responsibility to locate, identify, evaluate, treat or otherwise consider or deal with Hazardous Materials. Client is solely responsible for notifying all appropriate federal, state, municipal or other governmental agencies, including the potentially affected public, of the existence of any Hazardous Materials located on or in the Project site, or located during the performance of this Agreement. The existence or discovery of Hazardous Materials constitutes a Changed Condition under this Agreement. Client further agrees to indemnify and hold STRATA harmless from any claims related to Hazardous Materials that may be brought or filed by third parties due to the services provided by STRATA under this Agreement, except to the extent caused by the sole negligence of STRATA.

8. CERTIFICATIONS

Client agrees not to require that STRATA execute any certification with regard to Services performed or Work tested and/or observed under this Agreement unless: 1) STRATA believes that it has performed sufficient Services to provide a sufficient basis to issue the certification; 2) STRATA believes that the Services performed or Work tested and/or observed meet the criteria of the certification; and 3) STRATA has reviewed and approved in writing the exact form of such certification prior to execution of this Agreement. Any certification by STRATA is limited to an expression of professional opinion based upon the Services performed by STRATA, and does not constitute a warranty or guarantee, either expressed or implied. Any such certification in no way relieves the contractor or any other party from meeting requirements imposed by contract or other means, including industry standards. Client further agrees not to make resolution of any dispute with the STRATA or payment of any sums due STRATA in any way contingent on STRATA signing any such certification or similar document.

9. ALLOCATION OF RISK

9.1. Limitations of Remedies. In recognition of the relative risks and benefits of the project to Client and STRATA, the risks are allocated such that Client agrees, to the fullest extent permitted by law, that the total cumulative liability of STRATA, its consultants and subcontractors, and all of their respective shareholders, directors, officers, employees and agents (collectively "STRATA Entities"), to Client arising from Services under this Agreement, including any indemnity obligation, any defense costs and attorney's fees, and any consequential damages which may be due under this Agreement, will not exceed the gross compensation received by STRATA under this Agreement or \$ (50,000) _____, whichever is greater; provided, however, that such liability is further limited as described below. This limitation applies to all lawsuits, claims or actions that allege errors or omissions in STRATA Entities Services, whether alleged to arise in tort, contract, warranty, or other legal theory. Client further agrees to require any contractor or subcontractor who may perform work in connection with any design, report or study by STRATA to include a like indemnity and limitation of remedies clause in favor of STRATA. Client and STRATA agree that this clause was expressly negotiated and agreed upon.

9.2 Indemnification.

9.2.1. Indemnification of Client. Subject to all otherwise applicable statutes of limitations and repose and the provisions and limitations of this Agreement, including section 9.1 above, STRATA agrees to indemnify and hold harmless Client, its shareholders, officers, directors, and employees from and against any and all third party claims, suits, liabilities, damages, expenses, or losses (including reimbursement of reasonable attorney's fees and costs of defense), (collectively "Losses") to the extent caused by STRATA's negligent performance of its Services under this Agreement. With regard to any claim alleging STRATA's negligent performance of professional services, STRATA's defense obligation under this indemnity paragraph means only the reimbursement of reasonable defense costs to the proportionate extent of its actual indemnity obligation hereunder. The indemnity obligations provided under this section shall only apply to the extent such Losses are determined by a court of competent jurisdiction or arbitrator to have been caused by the negligence of STRATA.

9.2.2. Indemnification of STRATA. Client will indemnify and hold harmless STRATA Entities from and against any and all Losses to the extent caused by the negligence or willful misconduct of Client, its employees, agents and contractors. In addition, except to the extent caused by STRATA's sole negligence, Client expressly agrees to indemnify and hold harmless STRATA Entities from and against any and all Losses arising from or related to the existence, disposal, release, discharge, treatment or transportation of Hazardous Materials, or the exposure of any person to Hazardous Materials, or the degradation of the environment due to the presence, discharge, disposal, release of or exposure to Hazardous Material.

9.3 No Personal Liability. Client and STRATA intend that STRATA's services will not subject STRATA's individual employees, officers, or directors to personal liability. Therefore, and notwithstanding any other provision of this Agreement, Client agrees as its sole and exclusive remedy to direct or assert any claim, demand, or suit only against the business entity identified as "STRATA" on the first page of this Agreement.

9.4 Deviation from Recommendations. Unless specifically agreed otherwise in writing, Client agrees that STRATA bears no responsibility for ensuring Client's or any other party's compliance with any specifications, procedures, or recommendations provided by STRATA to Client under this Agreement (collectively, "recommendations"). Client hereby releases STRATA from all liability arising from any other party's failure to fully comply with recommendations, and Client will indemnify, and hold harmless STRATA from any party's claims for losses arising from or related to Client's or any other party's failure to fully comply with recommendations.

9.5 Consequential Damages. Neither Client nor STRATA will be liable to the other for any special, consequential, incidental, indirect, punitive or penal losses or damages including but not limited to losses, damages or claims related to the unavailability of property or facilities, shutdowns or service interruptions, loss of use, profits, revenue, business, reputation, financing or inventory, or for use charges, cost of capital, or claims of the other party or its customers. This waiver applies to all such claims and damages, whether based on contract, warranty, tort or any other legal theory.

9.6 Continuing Agreement. The indemnity obligations, limitation of remedies, and consequential damages waiver established under this Agreement will survive the expiration or termination of this Agreement. If STRATA provides additional or different Services to Client that the parties do not confirm through execution of an amendment to this Agreement,



Proposal No./Date:	TFP22103/ July 22, 2022	Client Name:	City of Ketchum
Project Name:	East Avenue and Walnut Avenue	Project Location:	Ketchum, Idaho

the obligations of the parties to indemnify each other, the limitations on liability, and the consequential damages waiver established under this Agreement apply to such Services as if the parties had executed an amendment.

10. INSURANCE

10.1. STRATA's Insurance. STRATA will obtain the following coverages:

10.1.1. Statutory Workers' Compensation/Employer's Liability Insurance;

10.1.2. Commercial General Liability Insurance with a combined single limit of \$1,000,000;

10.1.3. Automobile Liability Insurance, including liability for all owned, hired and non-owned vehicles with minimum limits of \$1,000,000 for bodily injury per person, \$1,000,000 property damage, and \$1,000,000 combined single limit per occurrence; and,

10.1.4. Professional Liability Insurance in amounts of \$1,000,000 per claim and annual aggregate.

10.2. Certificates of Insurance. Upon request, STRATA and Client will each provide the other with certificate(s) of insurance evidencing the existence of the policies required herein. Except for Professional Liability and Workers' Compensation Insurance, all policies required herein shall contain a waiver of subrogation.

11. OWNERSHIP AND USE OF DOCUMENTS

11.1. Client Documents. All documents provided by Client will remain the property of Client. STRATA will return all such documents to Client upon request, but may retain file copies of such documents.

11.2. STRATA's Documents. Unless otherwise agreed in writing, all documents and information prepared by STRATA or obtained by STRATA from any third party in connection with the performance of Services, including, but not limited to, STRATA's reports, boring logs, maps, field data, field notes, drawings and specifications, laboratory test data and other similar documents (collectively "Documents") are the property of STRATA. STRATA has the right, in its sole discretion, to dispose of or retain the Documents.

11.3. Use of Documents. All Documents prepared by STRATA are solely for use by Client and will not be provided by either party to any other person or entity without STRATA's prior written consent.

11.3.1. *Use by Client.* Client has the right to use the Documents for purposes reasonably connected with the Project for which the Services are provided, including design and licensing requirements of the Project.

11.3.2. *Use by STRATA.* STRATA retains the right of ownership with respect to any patentable concepts or copyrightable materials arising from its Services and the right to use the Documents for any purpose.

11.4. Electronic Media. STRATA may agree at Client's request to provide Documents and information in an electronic format. Client recognizes that Documents or other information recorded on or transmitted as electronic media are subject to undetectable alteration due to (among other causes) transmission, conversion, media degradation, software error, or human alteration. Accordingly, all Documents and information provided by STRATA in electronic media are for informational purposes only and not as final documentation. Accordingly, any reliance thereon is deemed to be unreasonable and unenforceable. The signed and/or stamped hard copies of the Documents are the only true contract documents of record. Unless otherwise defined in the Scope of Services, STRATA's electronic Documents and media will conform to STRATA's standards. STRATA will provide any requested electronic Documents for a 30-day acceptance period, and STRATA will correct any defects reported by Client to STRATA during this period. STRATA makes no warranties, either express or implied, regarding the fitness or suitability of any electronic Documents or media.

11.5. Unauthorized Reuse and Reliance. No party other than Client may rely, and Client will not represent to any other party that it may rely on Documents without STRATA's express prior written consent, receipt of additional compensation by STRATA, and the written agreement of the party seeking reliance to be bound to the same terms and conditions as Client. Client will not permit disclosure, mention, or communication of, or reference to the Documents in any offering circular, securities offering, loan application, real estate sales documentation, or similar promotional material without STRATA's express prior written consent.

Any reuse or modification of the Documents, including Documents in an electronic format, by Client or anyone obtaining them through Client will be at Client's sole risk and without liability to STRATA. Client will indemnify and hold STRATA harmless from all claims, demands, actions, and expenses (including reasonable attorney's fees, expert fees, and other costs of defense) arising out of or in any way related to the reuse or modification of the Documents by Client or anyone obtaining them through Client. Client further releases and agrees to indemnify and hold harmless STRATA from and against any claim, action or proceeding brought by any party claiming to rely upon information or opinions contained in the Documents provided to such person or entity, published, disclosed or referred to without STRATA's prior written consent.

12. SAMPLES AND CUTTINGS

12.1. Sample Retention. If STRATA provides laboratory testing or analytic Services, STRATA will preserve such soil, rock, water, or other samples as it deems necessary for the Project, but no longer than 45 days after issuance of any Documents that include the data obtained from these samples. Client will promptly pay and be responsible for the removal and lawful disposal of all contaminated samples, cuttings, Hazardous Materials, and other hazardous substances.

12.2. Monitoring Wells. Client will take custody of all monitoring wells and probes installed during any investigation by STRATA, and will take any and all necessary steps for the proper maintenance, repair or closure of such wells or probes at Client's expense.

13. ASSIGNMENT AND SUBCONTRACTS

Client and Consultant, respectively, each binds itself and its successors and assigns to the other and its successors and assigns with respect to all covenants of this Agreement. During the term of this Agreement and following its termination for any reason, neither Client nor STRATA shall assign, convey, sublet or transfer any rights under or interest in this Agreement without the prior written consent of the other party, including but not limited to, (a) any interest in the proceeds of this Agreement, or any proceeds of claims arising from or under this Agreement; (b) any rights, claims, or causes of action alleging breach, loss or damages arising from or under this Agreement; (c) the control of claims or causes of action against the other party arising from or under this Agreement; and (d) any proceeds from claims or causes of action as security, collateral or the source of payment for any notes or liabilities to any third party. This section shall not, however, apply to any subrogation rights (if any) of any insurer of either party. This section shall survive the completion or termination of this Agreement for any reason and shall remain enforceable between the parties. Any assignment that fails to comply with this paragraph will be void and of no effect.

14. RELATIONSHIP OF THE PARTIES

STRATA will perform Services under this Agreement as an independent contractor.

15. SUSPENSION AND DELAYS

15.1. Procedures. Client may, at any time by 10 days written notice suspend performance of all or any part of the Services by STRATA. STRATA may terminate this Agreement if Client suspends STRATA's Services for more than 60 days and Client will pay STRATA as set forth under Section 16, "Termination." If Client suspends STRATA's Services, or if Client or others delay STRATA's Services, Client and STRATA agree to equitably adjust: (1) the time for completion of the Services; and (2) STRATA's compensation in accordance with STRATA's then current PRELIMINARY FEE ESTIMATE OF CHARGES for the additional labor, equipment, and other charges associated with maintaining its workforce for Client's benefit during the delay or suspension, or charges incurred by STRATA for demobilization and subsequent remobilization.

15.2. Liability. STRATA is not liable to Client for any failure to perform or delay in performance due to circumstances beyond STRATA's control, including but not limited to pollution, contamination, or release of hazardous substances, strikes, lockouts, riots, wars, fires, flood, explosion, "acts of God," adverse weather conditions, acts of government, labor disputes, delays in transportation or inability to obtain material and equipment in the open market.

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GENERAL CONDITIONS FOR GEOTECHNICAL ENGINEERING SERVICES REVISED MAY 2021

Duplication, copying, reproduction of any type, use of the language involved, or excerption requires the express written permission of STRATA.



www.strategeotech.com

Proposal No./Date:	TFP22103/ July 22, 2022	Client Name:	City of Ketchum
Project Name:	East Avenue and Walnut Avenue	Project Location:	Ketchum, Idaho

16. TERMINATION

- 16.1. Termination for Convenience.** STRATA and Client may terminate this Agreement for convenience upon 10 days written notice delivered or mailed to the other party.
- 16.2. Termination for Cause.** In the event of material breach of this Agreement, the party not breaching the Agreement may terminate it upon 10 days written notice delivered or mailed to the other party. The termination notice shall state the basis for the termination. The Agreement may not be terminated for cause if the breaching party cures the breach within the 10-day period.
- 16.3. Payment on Termination.** Following termination other than for STRATA's material breach of this Agreement, Client will pay STRATA for Services performed prior to the termination notice date, and for any necessary Services and expenses incurred in connection with the termination of the Project, including but not limited to, the costs of completing analysis, records and reports necessary to document job status at the time of termination and costs associated with termination of subcontractor contracts in accordance with STRATA's then current PRELIMINARY FEE ESTIMATE.

17. DISPUTES

- 17.1. Mediation.** All disputes between STRATA and Client are subject to mediation. Either party may demand mediation by serving a written notice stating the essential nature of the dispute, amount of time or money claimed, and requiring that the matter be mediated within 90 days of service of notice.
- 17.2. Precondition to Other Action.** No action or suit may be commenced unless the mediation did not occur within 90 days after service of notice; or the mediation occurred but did not resolve the dispute; or a statute of limitation would elapse if suit was not filed prior to 45 days after service of notice.
- 17.3. Choice of Law; Venue.** This Agreement will be construed in accordance with and governed by the laws of the state in which the Project is located. Unless the parties agree otherwise, any mediation or other legal proceeding will occur in the state in which the Project is located.
- 17.4. Statutes of Limitations.** Any claim related to or arising out of this Agreement by either party, whether known or unknown, including but not limited to claims for breach of this Agreement or for the failure to perform in accordance with the applicable standard of care, shall be made within two (2) years from the time the Client knew or should have known of its claim, but in any event, not later than four (4) years after the completion of STRATA's Services on the project.

18. MISCELLANEOUS

- 18.1. Integration and Severability.** This Agreement reflects the entire agreement of the parties with respect to its terms and supersedes all prior agreements, whether written or oral. If any portion of this Agreement is void or voidable, such portion will be deemed stricken and the Agreement reformed to as closely approximate the stricken portions as the law allows, and the remaining provisions of this Agreement shall be valid and binding on both the Client and STRATA.
- 18.2. Modification of this Agreement.** This Agreement may not be modified or altered, except by a written agreement signed by authorized representatives of both parties and referring specifically to this Agreement.
- 18.3. Notices.** Any and all notices, requests, instructions, or other communications given by either party to the other must be in writing and either hand delivered to the recipient or delivered by first-class mail (postage prepaid) or express mail (billed to sender) at the addresses given in this Agreement.
- 18.4. Headings.** The headings used in this Agreement are for convenience only and are not a part of this Agreement.
- 18.5. Waiver.** The waiver of any term, conditions or breach of this Agreement by STRATA or Client will not operate as a subsequent waiver of the same term, condition, or breach.
- 18.6. No Third-Party Rights.** Nothing in this Agreement or as a consequence of any of the Services provided gives any rights or benefits to anyone other than the Client and STRATA. All duties and responsibilities undertaken in this Agreement are for the sole use and exclusive benefit of Client and STRATA, and not for the use or benefit of any other party.
- 18.7. Value Engineering.** Client acknowledges that if it elects to pursue value engineering on the project, it assumes the risk that it could result in reduced functionality or performance of the project, increased maintenance, or other issues. In addition, if the Client requires the incorporation of changes in the construction documents to accommodate value engineering, the Client agrees, to the fullest extent permitted by law, to waive all claims against STRATA and to indemnify and hold harmless STRATA from any damages, liabilities or costs, including reasonable attorneys' fees and costs of defense, which arise in connection with or as a result of the incorporation of such design changes required by the Client. In addition, STRATA shall be compensated for services necessary to incorporate recommended value engineering changes into reports, drawings, specifications, bidding or other documents.
- 18.8. Precedence.** These General Conditions take precedence over any inconsistent or contradictory provisions contained in any other agreement term, proposal, purchase order, requisition, notice to proceed, or other document regarding STRATA's services.

STRATA Signature: _____	Printed Name: _____
Title: _____	Date: _____
Client Signature: _____	Printed Name: _____
Title: _____	Date: _____



City of Ketchum

September 1, 2022

Mayor Bradshaw and City Councilors
City of Ketchum
Ketchum, Idaho

Mayor Bradshaw and City Councilors:

Recommendation to Approve Independent Contractor Agreement #22127 with NeuroMediation Group LLC

Recommendation and Summary

Goal 3: Expand + Improve Services to Create Housing Stability

Action 5: Convene local housing and service provider group to explore a redesign of service delivery to be a more streamlined one-stop shop; Understand existing service capacity and gaps, including legal services, emergency and short-term rental assistance.

Staff is recommending the City Council approve Independent Contractor Agreement #22127 with NeuroMediation Group LLC for Community Housing Strategic Services. This contract will pilot an eviction diversion program to be administered by an experienced third party, with City staff providing oversight.

"I move to approve the contract with NeuroMediation Group LLC to administer the mediation program"

The reasons for the recommendation are as follows:

- The NeuroMediation Group LLC team possesses the necessary knowledge, skills, and experience to execute a much-needed housing program quickly and efficiently.
- The program increases the likelihood that households can stay in their current housing and, if displacement is unavoidable, minimizes its impact. 97% of mediated cases reach a resolution, whereas when eviction is filed landlords and tenants spend more time, money, and stress without a resolution 37% of the time.
- The city currently has adequate funds for this contract in the Strategic Initiatives Account.

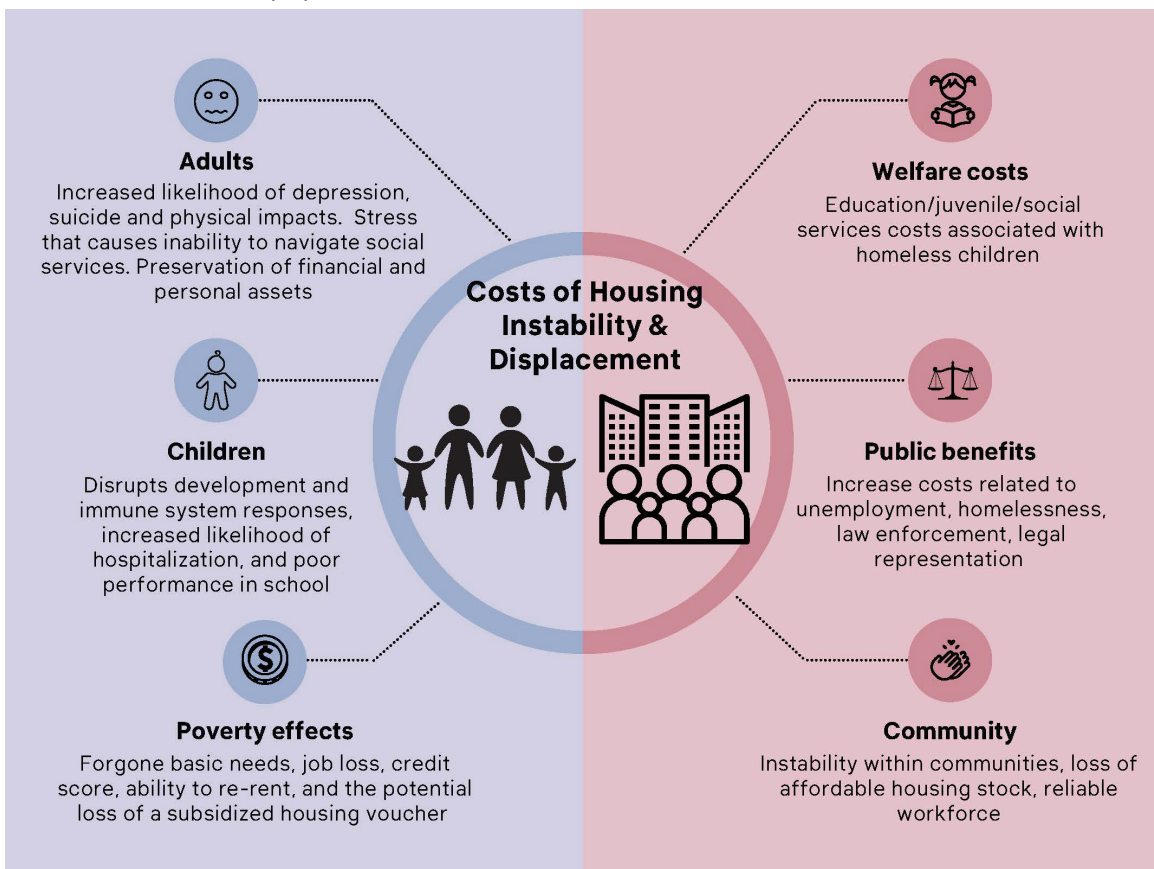
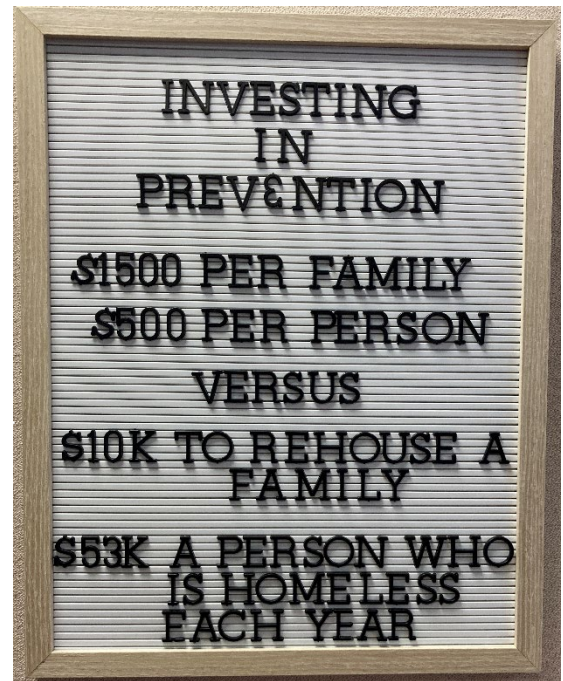
Introduction and History

Potential impact: The administrative costs of formal mediation could reach over 90 households in Blaine County in the first year, and training of case workers in the Valley who already find themselves mediating would amplify those impacts. Households most at risk of formal and informal eviction earn under the median income, are rent-burdened, and often are comprised of minorities, women, elderly, and disabled. Eviction Lab found that the greatest predictor of eviction is children in the household. The City of Ketchum currently has about 430

households earning under 80% area median income (under \$23 per hour) and 200 rent-burdened households.¹ (Blaine County has about 3,000 households who earn under 80% AMI and 1,400 rent-burdened households).²

Investing in eviction diversion programs that include mediation and financial assistance, saves public funding in the long run. This visual to the right is from Jesse Tree in Boise – which provides financial assistance, case management, and eviction court assistance – and describes such impact.

Ketchum experienced a substantial increase in housing demand with the onset of COVID. Between 2019 and 2020 alone, Ketchum’s population increased by 25% compared to the historic annual increase of 1%. This demand pushed up rents and sales prices on homes, displacing workers South or out of the region all together. Restaurants, businesses, and community members are struggling to continue functioning here and will continue to do so without adequate, stable housing. Such displacements – compounded with the stress of the pandemic – has negative impacts on residents’ mental, physical, and economic health.



¹ Ketchum Housing Matters community survey, Nov. 15, 2021-Jan. 3, 2022

² Ketchum Housing Matters community survey, Nov. 15, 2021-Jan. 3, 2022

Why mediation? An eviction diversion program that combines direct landlord-tenant mediation and thematical training for case workers throughout Blaine County, would minimize displacement by facilitating arrangements such as payment plans and helping tenants access other supports. Landlords are able to minimize turnover costs and avoid vacancies. In the event that displacement is unavoidable, mediation can lead to an agreement that results in non-disruptive displacement and ensures that the landlord is able to avoid costly eviction procedures.

Mediation helps avoid the need for tenant legal representation in 97% to 98% of cases. This is based on discussions with Jesse Tree and Carol Barkses of NeuroMediation Group LLC – the contractor who created the eviction court mediation program for the Idaho Third District and facilitates the eviction process for the Nevada Supreme Court.

Mediation programs – both those that preempt evictions from going to court and those that take place at court – are a tried-and-true method for minimizing displacement. The City of Philadelphia has worked on eviction diversion and as of January 1, 2022 requires landlords and tenants to participate, for free, by City Ordinance. Philadelphia also requires a right to legal counsel. Boulder, Colorado created an [Eviction Prevention and Rental Assistance Program](#) which provides financial assistance, pro-bono legal assistance, and mediation services and is funded through a landlord tax. Other jurisdictions provide such programs nationwide. More locally, Canyon County and Ada County Idaho have eviction mediation programs and the Idaho Supreme Court aims to roll out such programs state-wide. There is no clear timeline for the program in the Fifth District Court, which Blaine County is part of.

How this aligns with the Housing Action Plan: Goal 3 of the HAP is to Expand + Improve Services to Create Housing Stability. During the development of the HAP, this service was an identified gap by survey respondents, interviewees, and Task Force members including the Hunger Coalition, the Advocates, Men’s Second Chance Living, Blaine County Charitable Fund. Other service providers have also vocally supported such a service being brought into the Valley, recognizing that there is a high need, it is too far out of their wheelhouse to facilitate or provide, and that having a neutral third-party is critical. Contracting with NeuroMediation Group would achieve such aims and augment and bolster the work of our partners. When City staff followed up with implementation partners about potential need and workload for a tenant legal representation and mediation, we received the following responses:

“I love that you are considering a position like this! I bet there would easily be enough work for a full-time tenant advocate if they worked valley-wide...Our other feedback about this position is how critical it is that this person is bi-lingual, knows the local real estate market and is not strongly affiliated with any single group/community here...If you can find a person who is capable of operating from a neutral perspective, that's the person you want!!” – The Hunger Coalition

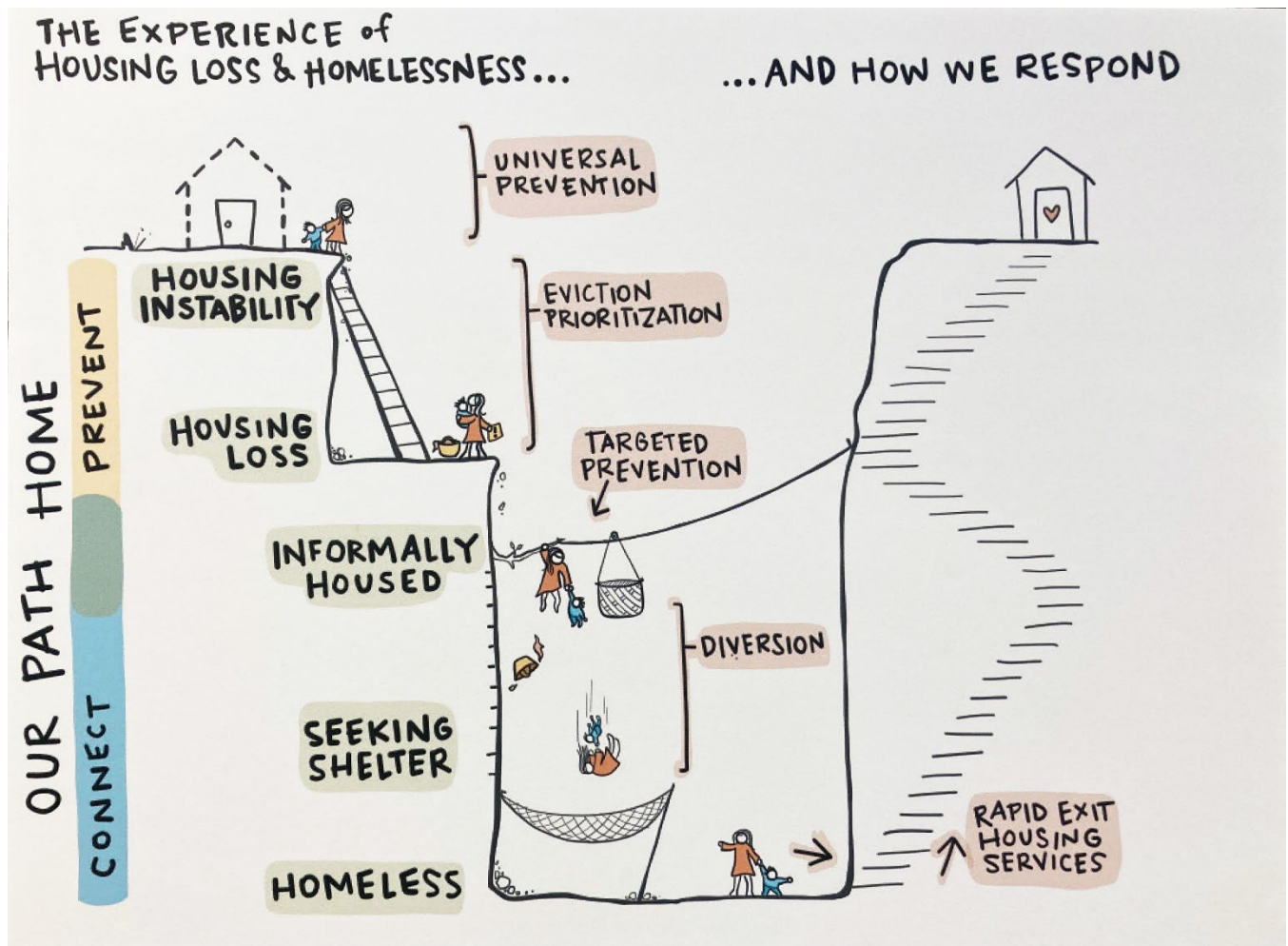
“I love this idea and I do think there is a significant need...we spend quite a bit of time working with landlords on behalf of our clients and would welcome more expertise and resources.” – the Advocates

“I definitely see this as a huge need. I've advocated for it in the past with BCHA, had many times we had nowhere to point people when they were experiencing not positive relations with tenant or landlord, or needed the representation in eviction court. Plus, not to mention the amount of people that reside in our county that live in the shadows and are taken advantage of because of it.” – Blaine County Charitable Fund

“I think this would be a fantastic service.” – Men’s Second Chance Living

One implementation partner who is a developer and owner of housing does not support facilitating such a service, as they understand it as forcing a landlord to continue leasing to problem tenants.

This is an action with immediate results and – if the Supreme Court program is rolled out and preempts eviction filings – could be scaled back or stopped in later years. This is not meant to be a silver bullet (as there are none) but is one tactic to be used in tandem with other stabilizing interventions like the housing navigation system / one-stop shop and financial assistance provided through the Blaine County Charitable Fund. The goal is to stabilize households as much as possible in their current homes, particularly when there are extremely limited alternative housing options. Secondly, when an agreement can't be achieved and eviction is inevitable, this mediation program helps minimize the disruption to the displaced household. The visual below is also from Jesse Tree and describes the prevention work in the top left that this action addresses.



One of the many benefits of working with NeuroMediation Group is that there is no commitment to continuing the program in the future nor commitment to onboarding staff to administer the program. Their expertise, capacity for customer service and outreach, and staff would temporarily extend the capacity of the City of Ketchum and Blaine County. This program is fully supported by the Blaine County Commissioners, so half of the \$50,000 will be reimbursed by Blaine County.

Sustainability impact

Ability to house employees and community participants locally decreases commuter vehicular trips.

Financial Impact

Funds for the contract will come from the Strategic Initiatives Fund account for a not to exceed amount of \$50,000.

Attachments:

NeuroMediation Group Proposal and Work Scope
Contract

THE PROBLEM:

Current Context: Evictions are on the rise throughout the country and Idaho is no exception. Per the Idaho Policy Institute, in 2021 about 1% of Idaho's renting households had an eviction filing and roughly .6% were formally evicted. The statewide amount of eviction filings increased by 11% from 2020 to 2021 although the households with formal evictions decreased 1.7% due to emergency rental assistance funds and federal eviction moratorium. As the moratorium has expired, the eviction cases have surpassed their 2019 figures. As our population increase, so too, will evictions.

Per a Blaine County court clerk working on eviction cases, the court currently receives between 2 and 3 evictions per month. If these numbers are averaged, it estimated there will be roughly 30 eviction cases filed in 2022 – a 50% increase over the pre-COVID eviction case filings of 20 cases in 2019.

This figure does not reflect the vast number of informal evictions, when households who received warnings or threats from their landlord – including rent increases and maintenance issues – did not see an alternative solution so moved out prior to an eviction filing. Nor does this figure include the landlord not renewing a lease nor illegal evictions, which is “a forced residential move that violates federal, state or local law and can result in penalties or other consequences for landlords, if enforced.”ⁱ

Since non-lease renewal, informal and illegal evictions occur in the shadows, it is extremely challenging to measure. In Washington State, informal eviction tactics increased during COVID from 1 in 8 low-income tenants having experienced informal eviction tactics to 1 in 5.ⁱⁱ The few studies that do exist estimate that informal evictions are twice as common to 5.5 times as common as formal, court ordered evictions.ⁱⁱⁱ For Blaine County, this would signify 90 to 195 formal and informal evictions in 2022.

Formal Eviction Causes: The reasons people come to face an eviction far surpass the simplicity of financial negligence. For instance, below are some of the regularly occurring situations regularly cited in eviction court:

- A family member contributing to the rental payment passed away
- A couple divorces and the remaining person cannot afford the rent payment alone
- A survivor of domestic violence flees a toxic relationship
- An extended illness or disease make it impossible for a person to work
- A person's place of employment closes causing unexpected unemployment
- A parent needs to stay home with a child due to exorbitant childcare costs or special needs of the child

The reasons are endless and often complicated. While evictions will always be a part of societal norms, rising rent prices coupled with incomes that are not rising at the same rate have created an increasingly difficult environment for tenants. Added to the myriad of other reasons people may be faced with an eviction, a significant societal issue is occurring: A significant number of tenants facing eviction are part of at-risk groups such as minorities, women, elderly, and disabled, which has Fair Housing implications.

The Court Reality: Eviction takes time and it also takes the ability to find creative solutions away from the parties. Filing can be confusing and court is often reported as being scary – especially when parties are already worried about their housing or income. Many landlords can afford legal counsel for the process while most tenants are unrepresented – if they cannot afford rent, they clearly also cannot afford legal representation. Further, legal aid services are stretched beyond capacity so free or low-cost options can be difficult to access.

In looking at Blaine County statistics, roughly 63% of evictions are granted and 37% percent are not, meaning a landlord wishing to have a tenant evicted has spent time and money for an unsuccessful, stressful process. This can cause further tension between the landlord and tenant(s).

THE SOLUTION:

Pre-litigation mediation: By mediating these cases *before* an eviction filing is made, resolution can be found for informal evictions and stave off formal eviction. The cost of court is saved and a legal record is not created. The risk associated with the ambiguity of court is removed and parties are more likely to comply with terms they help create. In addition, the power imbalance that occurs between a tenant and landlord is effectively managed so both parties can have a voice and be heard.

The purpose of mediation is not to secure a specific outcome. In addition, the mediator is a neutral third party – not an advocate for the tenant. Sometimes, landlords are resistant to mediation as they feel they will be forced to allow an unpaying tenant to remain in their property. This is not the case. The concessions made in mediation are totally theirs to make and there is no pressure to perform.

Comparable Programs in Idaho: Ada County has had an eviction court mediation program for years and Canyon County began a similar program roughly two years ago. In these counties, eviction cases are sent to mediation prior to a court hearing. Through this process landlords and tenants mediate can communicate and create options for resolution that may not be available to a judge.

Currently Blaine County, which is part of the Idaho Fifth District Court, does not have an eviction court mediation program. That said, there are currently talks about implementing a program but a specific timeline for such a program has not been identified.

Mediation Agreements: The agreements vary. For instance, sometimes an agreement may allow the tenant a few more days to vacate the premises. Sometimes an agreement involves a payment plan which enables the tenant to remain in the premises while making the landlord financially whole. The agreements can be anything and the results of these programs have been remarkable with 97% of mediated cases reaching a resolution. Compliance with mediated agreements is also significant with 93% of the parties complying with the agreement made.

IMPACTS

Tenant Impact: If eviction is successful, it goes on the tenants' public records permanently which makes it extremely difficult to located new housing. In addition, displacement and housing instability have mental and physical health impacts. In adults it increases the likelihood of depression and suicide and has physical impacts. In children, it disrupts development and immune system responses and increases likelihood of hospitalization.^{iv} With pre-litigation mediation:

- A judgment for eviction, and record, can be avoided.
- There are more options available for problem resolution.
- A mediator can guide them to other resources within the community.
- A mediator can help give the tenant a voice and can help brainstorm possible solutions.
- A mediator can balance power.
- A mediator can help a tenant understand their options (both best and worst case).

Landlord Impact: When an eviction is necessary, the landlord carries the burden of legal costs and time spent in the process. Eviction legal costs average around \$500, not including potential additional costs with having the sheriff's department formal remove tenants from a residence once an eviction has been granted. While a landlord may seek to

recoup these damages in a court of law, any relief they may be granted may be difficult to collect from a tenant who is already facing financial challenges. With pre-litigation mediation:

- There is no need to legally prove their case (remember 37% of landlords are unsuccessful in court).
- Legal and court filing fees are not necessary.
- The mediator can help remove some of the high emotions associated with evictions.
- Tenants are less likely to damage a property when a landlord works with and communicates positively.
- Mediators can communicate some of the hard truths to tenants, saving the landlord from being “the bad guy”.
- Mediation can occur at any time so precious time is saved and landlords can more quickly get back to business.
- Mediation results in a written agreement which can be used as evidence in court in the unlikely event the agreement is not complied with and an eviction becomes inevitable
- The likelihood a landlord will receive a money agreement is significantly increased. If a payment arrangement is made in mediation, it is paid 93% of the time. If a cash award is ordered by a judge, the likelihood of seeing that money drops to 37%. This is due to that fact that with a judgment, the landlord must in essence become their own bounty hunter and figure out how to garnish wages or bank accounts.
- The cycle of homelessness can be reduced thus lowering the burden on future landlords.

Community Impact: Alongside the public health impacts, eviction and housing stability strains community members and employers who provide informal support to those being evicted and during homelessness. In addition, it strains environmental resources – camping after eviction increases fire risk and increases human waste and likelihood of trash on public land. With pre-litigation mediation:

- Communication is improved. When people mediate, they also learn to speak to be heard and listen to really hear. This benefits all aspects of life and community.
- Funding for other social services can be saved.
- Problems and trends can be identified by the mediator and shared with community leaders.
- The community can proactively get ahead of the eviction and rapidly rehouse or provide other needed supports to transition to permanent housing.

THE HOW:

The NeuroMediation Group LLC, with oversight from the City of Ketchum, will create a pre-litigation mediation program which will:

- Provide education on the benefits of mediation
 - Create literature so tenants can better understand their rights
 - Create literature so landlords can better understand why they benefit from mediation
 - Draft press releases as appropriate
 - Speak with local media to promote the mediation program
- Collaborate with other stakeholders to improve services to tenants and landlords
 - Establish list of support services for those in need
 - Identify individuals in need of assistance
 - Liaisons with the court to develop mediation within the court system, as well
- Provide annual mediation training
- Conduct *no-cost* mediations before court cases are filed
- Create and maintain list of mediators available for unlawful detainer mediation (formal eviction)
- Manage case statistics for the purpose of analyzing effectiveness
- Create reports as requested/required by the City Manager and City Council

THE TEAM:

Carol Barkes, CPM, MBA, PhD (abd) – Fox News named Carol the top neuroscience-based conflict resolution expert in the country. She directed the Idaho's Fourth District Court for many years and managed a team of roughly 70 volunteer mediators. In this capacity, she has overseen and mediated thousands of unlawful detainer eviction cases. She also created the eviction court mediation program for the Idaho Third District Court and now serves the Nevada Supreme Court facilitating their eviction court processes and mediating many of the eviction cases plaguing Clark County, NV; Nevada's most populated county. When she is not mediating, she is an adjunct professor/lecturer at the U of I Law School, BSU and CSI and is a sought-after keynote speaker who has spoken at the United Nations. She is also a best-selling author having co-written *Success Breakthroughs* with renown author, Jack Canfield (*Chicken Soup for the Soul* author) and has been named an Idaho Woman of the Year twice. Carol spends her free time traveling, diving, hiking and enjoying time with her family. (It may be worth noting here that Carol typically bills out at a rate of \$7000 - \$10000 per keynote speech she provides. Her contribution to this project is based on her passion for mediation and belief in the value of eviction mediation.)

Leigh Barer – Passionate about helping people resolve conflict, Leigh K. Barer is a Ketchum-based certified professional mediator (CPM) with experience mediating evictions, small claims and family law conflicts. Her interest in dispute resolution is underscored by her professional training and extensive experience solving complex communication challenges. Before mediation, she spent 15+ years helping countless businesses and nonprofits communicate clearly with their audiences. As a volunteer mediator with multiple Idaho counties, she facilitates conversations between individuals, families, and businesses to resolve conflict most effectively.

Leigh serves on the board of the Idaho Mediation Association, is a member of the Association of Family and Conciliation Courts (AFCC) and is listed on the Idaho Supreme Court Roster for Child Custody Mediators. She has certifications in basic and advanced mediation, child custody mediation, domestic violence mediation, and restorative justice. Leigh earned a bachelor's degree in journalism and mass communications from Seattle University. Spare time is spent outside hiking and snowshoeing the mountains with family and friends.

Mandy Heward – Mandy is a rising star in the Idaho mediation scene. Her background as a deputy clerk and court assistance officer in Cassia County coupled with her legal assistant background makes her an extremely effective mediator. It also makes her the perfect person to oversee an eviction program that overlaps with the courts. Her grasp of the legal process along with her background as a substitute teacher and behavior technician greatly contribute to her ability to help guide her clients reach successful resolutions. She especially enjoys empowering parties to make their own decisions rather than having those decisions given over to a judge. Mandy volunteers her time to the various court mediation program in the state and has been a valuable team member for more than two years. She is also trained in neuroscience-based approaches to mediation which makes her skillset one of the most effective and unique in the state. Mandy has lived in Idaho her entire life and enjoys all the beauty Idaho has to offer. She especially loves her morning walks along the Snake River, camping, spending time outdoors with family and friends, and kayaking.

THE SCOPE OF WORK:

A budget of \$50,000 has been allocated for a one-year pilot program. The estimated distribution of these funds are as follows. Please note, these numbers are rough estimates and will evolve as does the program. That said, the team commits to staying within the budget allocated.

\$13,000.00 - Training – Including, but not limited to, the following:

- Legal Aspects of Unlawful Detainer (Eviction) Proceedings
- Reading a Lease
- Landlord-Tenant Law
- Fair Housing Law
- 40 Hour Mediation Training
- Unlawful Detainer (Eviction) Mediation Training
- Negotiation Training

NOTE: This training will be provided to mediators, caseworkers and stakeholders, as appropriate

\$6,000.00 – Program Oversight and Structuring, Stakeholder Coordination & Team Development (Carol)

NOTE: This expense includes program development, structuring, guidance, etc.

\$2,000.00 – Literature, Forms, Supplies

NOTE: This number could be higher if computer equipment, printers and office furniture is required. The initial hope is these items could be loaned to the program from the City of Ketchum or a stakeholder.

\$5,000.00 – Mediator Reimbursement or Interpreter Services

\$24,000.00 – Program Coordinator Payment to be Shared by Leigh and Mandy

NOTE: Program coordinators will work with Carol to get the program established, create literature, manage marketing, recruit and manage mediators, maintain program statistics, report results, administer budget, etc.

Assuming the program is a success and continues in future years, the money allocated for the legal aid training, 40-hour mediation training and program oversight by Carol will no longer be necessary and those funds can be shifted to pay the Program Coordinators and provide a more basic training update.

ⁱ Sabiha Zainulbhai and Nora Daly, New America, "Informal Evictions: Measuring Displacement Outside the Courtroom," January 20, 2022. <https://www.newamerica.org/future-land-housing/reports/informal-evictions-measuring-housing-displacement-outside-the-courtroom/>

ⁱⁱ Matthew Fowle and Rachel Fyall, University of Washington, "The Impact of the COVID-19 Pandemic on Low-Income Tenants' Housing Security in Washington State," July 2021.

ⁱⁱⁱ Sabiha Zainulbhai and Nora Daly, New America, "Informal Evictions: Measuring Displacement Outside the Courtroom," January 20, 2022. <https://www.newamerica.org/future-land-housing/reports/informal-evictions-measuring-housing-displacement-outside-the-courtroom/>

^{iv} Serby, Michael, David Brody, Shetal Amin, and Philip Yanowitch. 2006. "Eviction as a Risk Factor for Suicide." *Psychiatric Services* 57(2): 273–74. Megan Sandel, Richard Sheward, Stephanie Ettinger de Cuba, Sharon M. Coleman, Deborah A. Frank, Mariana Chilton, Maureen Black, Timothy Heeren, Justin Pasquariello, Patrick Casey, Eduardo Ochoa, Diana Cutts; *Unstable Housing and Caregiver and Child Health in Renter Families.* *Pediatrics* February 2018; 141 (2): e20172199. 10.1542/peds.2017-2199



City of Ketchum

**INDEPENDENT CONTRACTOR AGREEMENT 22127 WITH
NEUROMEDIATION GROUP LLC FOR SERVICES**

This Independent Contractor Agreement (“Agreement”) is made and entered effective to the ____ day of ____ 2022, by and between the City of Ketchum, an Idaho municipal corporation (“City”), and NeuroMediation Group LLC ("Contractor").

FINDINGS

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

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

1. **Description of Services.** Please refer to the scope of services as proposed in the City of Ketchum Pre-Litigation Mediation proposal submitted with this contract.
2. **Payment for Services.** In exchange for the Services, the City shall pay Contractor up to \$50,000.00. Contractor shall be on retainer for \$3,083.33 per month to be invoiced monthly. \$13,000 will be set-aside for training, which will be invoiced as a separate line item. Invoices for payment will be submitted monthly and payment made by City upon City review and approval within approximately thirty days. Contractor and City staff will meet bi-weekly, when the Contractor will report to the City as to the Service activities.
3. **Term.** The term of this Agreement shall be through the duration and conclusion of the Services, not to exceed one year from the date of this Agreement. This term may be renewed or extended upon further written agreement between the parties.
4. **Independent Contractor.** Contractor performs the Services hereunder solely and exclusively as an independent contractor. Contractor is not an employee, servant, agent, partner, or joint venture of the City. The City will determine the projects or Services to be done by Contractor, but Contractor will determine the legal means by which it accomplishes the work specified by the City. This Agreement shall not be construed to create or establish any employee-employee relationship

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

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

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

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

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

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

CONTRACTOR:
NeuroMediation Group LLC
Attn: Carol Barkes
6126 W. State Street, Suite 303
Boise, ID 83703

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

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

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

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

IN WITNESS WHEREOF, the Parties execute this Agreement.

CITY OF KETCHUM

NEUROMEDIATION GROUP LLC, CONTRACTOR

Neil Bradshaw, Mayor

Carol Barks, President

ATTEST:

Lisa Enourato
Interim City Clerk



City of Ketchum

September 6, 2022

Mayor Bradshaw and City Councilors
City of Ketchum
Ketchum, Idaho

Mayor Bradshaw and City Councilors:

Recommendation to Approve Purchase Order #22078 and Contract with Data Ticket Inc. for Parking Citation Management Services

Recommendation and Summary

Staff is recommending approval of a contract with Data Ticket Inc. for parking citation management services. On April 11, 2022, the City Council received an update from Dixon Consulting regarding the development of a downtown parking strategic plan. One of the recommendations was to improve the adjudication of parking citations and improve collection of fees (out of state license plates). An RFP was issued for the services and Data Ticket was the only respondent.

"I move approval of Purchase Order #22078 and associated contract with Data Ticket for Parking Citation Management Services."

The reasons for the recommendations are as follows:

- Data Ticket’s scope of work provides turnkey Citation Management Services (CMS) including mail and payment processing, customer service phone support, delinquent collections, and online adjudication services.
- The change in the vendor is projected to save the City over \$28,000 through the 5-year contract term. Cost savings do not include previous City administrative support commitment, or the anticipated revenue increase due to delinquent collections and automated support services.
- Data Ticket offers additional modular and integrated solutions including an administrative citation solution that can be used for CSO non-parking citation issuance and an online parking permit management system that can support employee and residential parking permit programs.

Sustainability Impact

None

Financial Impact:

The contract is a not to exceed of \$15,000. Dixon Consulting performed a financial analysis which projected costs savings of \$28,665.40 over a 5-year contract period. The cost savings were derived by using actual 2021 citations issued and number of out of state plates.

	Citations Issued = 2748	Out-of-State Plates = 511	
		Data Tkt.	Omni Park
Year 1		\$ 4,910.10	\$ 9,600.00

Year 1 & 2	\$ 8,516.20	\$ 19,200.00
Year 1, 2, & 3	\$ 12,122.30	\$ 28,800.00
Year 1, 2, 3, & 4	\$ 15,728.40	\$ 38,400.00
Year 1, 2, 3, 4, & 5	\$ 19,334.50	\$ 48,000.00

Attachments:

Purchase Order #22078

Contract for services



CITY OF KETCHUM
 PO BOX 2315 * 480 EAST AVE. * KETCHUM, ID 83340
 Administration 208-726-3841 (fax) 208-726-8234

PURCHASE ORDER

BUDGETED ITEM? ___ Yes ___ No

PURCHASE ORDER - NUMBER: 22078

To: 5781 DATA TICKET INC 2603 MAIN ST SUITE 300 IRVINE CA 92614	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
04/06/2022	bancona	bancona		0	

Quantity	Description	Unit Price	Total
1.00	ANNUAL COST PROJECTION, LEASE CI 01-4210-3610	15,000.00	15,000.00
	SHIPPING & HANDLING		0.00
	TOTAL PO AMOUNT		15,000.00

 Authorized Signature



SCOPE OF SERVICE AND PERFORMANCE AGREEMENT

**DATA TICKET, INC.
2603 MAIN STREET, SUITE 300
IRVINE, CALIFORNIA 92614**

(Hereinafter sometimes referred to as "COMPANY")

AND

**THE CITY OF KETCHUM
PO BOX 2315
191 5TH STREET WEST
KETCHUM, IDAHO 83340**

(Hereinafter sometimes referred to as "AGENCY"),

The Company intends to provide for the processing of fines, bail and forfeiture thereof, in connection with the issuance of parking citations pursuant to AGENCY municipal code and the issuance of citations for illegal parking pursuant to the laws of the Idaho.

ARTICLE I - CITATION PROCESSING

1.1 Referral and Reconciliation: COMPANY shall receive and process citations from AGENCY. COMPANY will provide a reconciliation of the number of citations received from AGENCY.

1.2 Determination of Processable Citations: COMPANY shall screen the parking citations referred to it by AGENCY to determine if the citation is processable. If the citation is determined by COMPANY to be unprocessable (e.g., essential processing information is missing), COMPANY shall return the citation to AGENCY for clarification. COMPANY will be paid the contractual rate hereinafter provided, for citations properly returned to the AGENCY as unprocessable.

1.3 Collection and deposit of funds: A direct deposit system shall be employed for all funds received in payment of citations. The AGENCY shall have the choice of owning a bank account with the COMPANY or directing the COMPANY to deposit directly into an AGENCY account. In either case deposits shall be made directly into the account by the COMPANY for the collecting AGENCY, with the exception of credit card payments made using VISA, MasterCard and Discover cards belonging to the COMPANY. Credit card payments will be directly deposited into an account held by the COMPANY. Credit

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card payments are reconciled and remitted on a monthly basis to the AGENCY, but tracked on the citations management software system on a daily basis. Citations paid by credit card are marked “paid” real-time immediately upon authorization, thus affording the citizen the opportunity to make payment at any time and have the payment recognized immediately.

1.4 PAYMENT: If the COMPANY deposits into an AGENCY account, the COMPANY will invoice the AGENCY for services rendered. Payment in full shall be due within thirty (30) days after which interest shall be accrued at the rate of 12% (or lower if any statutes, rules or regulations prohibit this rate). If the COMPANY deposits into an account held jointly between the AGENCY and the COMPANY, the COMPANY shall reconcile the account the month following the banking activity, disperse all revenue due the AGENCY, the COMPANY, any tax liability and all refunds and send all supporting documentation to the AGENCY for its records.

1.5 Identification of Registered Vehicle Owners: COMPANY shall exert best efforts and attempt to obtain the name and address of the registered vehicle owner from the State Department of Motor Vehicles (DMV) and/or NLETS for each vehicle for which a parking citation has been issued. COMPANY shall follow all procedures specified by the DMV/NLETS, and be consistent with the Vehicle Code nationwide, when identifying registered when identifying registered vehicle owners.

1.6 Verification of Ownership: COMPANY shall take reasonable measures to identify and verify registered vehicle owners. Such measures will take into consideration factors such as issuance of new license plates; address changes; license plate transfers to other vehicles; name changes; and the validity of plates and registration during specific time periods applicable to individual cases.

1.7 Delinquency Notices: In accordance with State law, COMPANY will generate and mail (presorted, first-class postage) no sooner than allowable by law, a delinquency notice to all identified registered owners of vehicles who fail to pay their parking citation fines or to post bail in the required manner. The mailed notice will include all information required by the State Vehicle Code, including, but not limited to, the following:

- A. The parking citation issuance date and number;
- B. The consequences of nonpayment (i.e., a hold on the vehicle registration and the imposition of penalties, towing, or issuance of a possible warrant for their arrest;
- C. The amount of fines and fees due and payable;
- D. Affidavit of Non-Ownership.

1.8 Contested Citations: In the event a registered vehicle owner disputes the liability for

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the outstanding parking citation, COMPANY will advise the registered vehicle owner of his/her right to request an appeal according to the laws in the state of citation issue. All contested citations will be forwarded to the appeals administrator or AGENCY within the prescribed time period so that the matter can be adjudicated.

1.9 Appeals: If requested by AGENCY, the COMPANY will schedule and conduct appeals in accordance with state law, to respond to parking violators wishing to contest their citations and offers the option to perform and administer those reviews and hearings. The COMPANY will provide a toll-free number for contestants to call, correspond with contestants and notify them of decisions; maintain records of dispositions and appeal paperwork and refer all paperwork to Court as required. The COMPANY shall not be responsible for the AGENCY'S failure to provide correct or timely infraction information. The AGENCY shall be responsible to refund any court filing fees due, if appeals are sent to Court and earlier decisions are overturned by the Court.

1.10 Citations Disposed of by Hearing/Court: The COMPANY may be required, as a result of court action, to reduce or cancel, on an individual basis, parking citations which have been referred to it. COMPANY shall be paid the contractual rate hereinafter provided for processing the citation regardless of the outcome of court action. COMPANY will maintain records indicating any reduction or cancellations of parking citations as a result of hearing/ court action. Parking citations that are dismissed as a result of hearing/court action, will have the dismissal processed by the COMPANY promptly after receipt from the Hearing/Court.

1.11 Suspension of Processing: COMPANY will suspend processing on any citation referred to it for processing upon written notice to do so by an authorized officer of the AGENCY. COMPANY will promptly return any citation or facsimile properly requested by the AGENCY. COMPANY will maintain records indicating any suspension of citation

as a result of AGENCY'S request. COMPANY shall be paid the contractual rate hereinafter provided for processing the citations suspended by the AGENCY.

1.12 Payments by U.S. Mail: It is the citizen's responsibility to ensure that payments are received on or before the date due. The date received by the COMPANY will be the criteria to establish any delinquent fees due.

1.13 Parking Citation System Master File Update: COMPANY will regularly, on a daily basis, update the parking citation database with new citations, payments, reductions, cancellations, dismissals and any other pertinent data.



ARTICLE II - PAYMENT PROCESSING

2.1 Disposition Processing: COMPANY will maintain all citation dispositions for a minimum of two (2) years. Closed citations will remain on-line for at least two (2) years, for research and statistical purposes.

2.2 Payments Processing: COMPANY shall process citation payments within twenty-four (24) hours of receipt. Payments shall be immediately posted in one (1) of three (3) following categories:

"Regular Payments" are citations with the correct bail, paid on or before the due date. (This includes payments properly complying with Notices-of-Intent).

"Partial Payments" are citations paid after the due date, or if the defendant has paid less than the amount of bail due. A Notice-of-Intent, or a postcard will advise defendant of late charges and/or incorrect bail, if the check has insufficient information for deposit.

"Court/Hearing Requests" are all requests for administrative/court hearings by defendants. These requests are sorted so that bail submitted is immediately posted, and if needed the original citations are retrieved.

2.3 Miscellaneous Letters Processing: COMPANY will receive and review all miscellaneous correspondence. These are generally letters requesting meter checks, refunds, voids, or otherwise setting forth complaints. These letters will be researched by COMPANY for proper follow-up either by AGENCY or by COMPANY.

2.4 Batching Procedures: COMPANY shall maintain effective procedures of internal control. Such procedures shall involve reconciliation of all payments received using generally accepted accounting principles. After proper reconciliation, deposit slips shall be prepared for and deposits made at the appropriate bank, including an itemized listing of all batch numbers included in the deposit. The batch of citation payment

documentation shall then be stored in a file room, for a period of two (2) years.

2.5 Cash Payments: COMPANY shall maintain an effective method of handling cash payments. All cash received through the mail, shall be logged in a cash journal. Thereafter, effective internal control procedures shall be implemented to reconcile such payments, using generally accepted accounting principles.

2.6 Deposits: All deposits shall be made daily, subject to regular banking hours. Deposits shall be itemized and detailed information will be captured regarding submitted funds. Deposit slips shall be prepared in duplicate, allowing one (1) copy for the bank

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and one (1) copy for the COMPANY. If the bank account is held jointly the COMPANY shall make all deposits, perform all reconciliation, refunds and check generation along with monthly invoicing. This information shall be available for AGENCY review. If only the AGENCY'S designated bank account is used, COMPANY will deposit directly into the designated account, but will have no authorization to perform any other duties. Monthly invoicing will be generated by the citation management system and AGENCY will be responsible to reconcile their bank account and cut all checks including any refund checks. If the AGENCY holds the account individually, it will supply deposit slips and endorsement stamp to COMPANY.

Revenue Report: A monthly revenue report will list all revenues received during the preceding month. This report will also provide information regarding the AGENCY'S responsibility for any taxes on collected funds.

ARTICLE III – WEB SITE

3.1 Citation Management Web Site: The COMPANY offers a web site for AGENCY review of its database, including all citations and information relating to changes in status.

3.2 Citizen Web Site Access: When the AGENCY has web site access, the citizens who receive citations will be able to access the web site to review their individual citations, pay on-line and appeal on-line.

3.3 Web Site Interaction: The web site may be “view only” or “interactive,” for the AGENCY depending on requirements of the AGENCY.

3.4 Web Site Reports: Web site reports are available to the AGENCY on a daily 24/7 schedule.

3.5 Web Site Cost: User ID's & passwords will be assigned to the AGENCY at no cost.

ARTICLE IV - GENERAL

4.1 Public Inquiries: The COMPANY will respond to reasonable inquiry by telephone or letter of a nonjudicial nature. Inquiries of a judicial nature will be referred to the AGENCY for determination, unless the COMPANY has been designated to handle appeals.

4.2 COMPANY Limitations: COMPANY will not take legal action or threaten legal action in any specific case without AGENCY'S prior approval.



4.3 Use of Approved Forms: AGENCY shall have the right to reasonable approval of all forms, delinquency notices, and correspondence sent by the COMPANY. These must conform to State and local law.

4.4 Books and Records: COMPANY will maintain adequate books or records for parking citations issued within the AGENCY'S jurisdiction and referred to COMPANY for processing. Such books or records, and related computer processing data, shall be available for reasonable inspection and audit by AGENCY at the COMPANY'S location at reasonable times upon adequate prior notice to COMPANY.

4.5 Ownership: All reports, information and data, including but not limited to computer tapes, discs or files furnished or prepared by the COMPANY or it's subcontractors, (collectively the "Materials"), are and shall remain exclusively the sole property of COMPANY, and the AGENCY shall acquire no right or title to said Materials. All computer software and systems, related automated and manual procedures, instructions, computer programs, and data storage media containing same, and written procedures performed hereunder (collectively the "System") are and shall remain exclusively the sole property of COMPANY, and the AGENCY shall acquire no right or title to said Systems.

4.6 Property of AGENCY: All documents, records, discs, files and tapes supplied by AGENCY to COMPANY in performance of this contract are agreed to be and shall remain the sole property of AGENCY. COMPANY agrees to return same promptly to AGENCY no later than sixty (60) days following notice to the COMPANY. The AGENCY shall make arrangements with COMPANY for the transmission of such data to the AGENCY upon payment to COMPANY of any open invoices and the cost of copy and delivery of such information from COMPANY'S computer facilities to AGENCY'S designated point of delivery.

4.7 Confidentiality: COMPANY understands that AGENCY is a public entity subject to Idaho public records laws. In the event of a request for public records that may be inclusive of CONFIDENTIAL DATA, AGENCY will notify COMPANY of the request and AGENCY'S intent to disclose or claim as exempt from disclosure. In the event that AGENCY notices of intent to disclose and COMPANY objects and asserts an exemption leading to nondisclosure, COMPANY will assume all responsibilities and liabilities associated with any subsequent public records lawsuit or legal action tied to the request.

4.8 Consent For Disclosure: No report, information, data, files, or tapes furnished or prepared by COMPANY or its subcontractors, successors, officers, employees, servants, or agents shall be made available to any individual or organization without the prior written approval of AGENCY other than individuals or organization who are



reasonable necessary to properly effectuate the terms and conditions of this agreement. This Non-Disclosure obligation shall survive the Termination of this Agreement.

4.9 COMPANY Files: COMPANY shall maintain master files on parking citations referred to it for processing under the scope of services. Such files will contain records of payments, dispositions, and any other pertinent information required to provide a reasonable audit trail.

4.10 Storage for AGENCY:

- A. COMPANY agrees to store original citations for the current year plus two (2) years, at which time they will be returned to AGENCY or shredded. COMPANY will have such information available on system, CD or diskette for AGENCY'S review for a reasonable time period to permit AGENCY retrieval of such information. AGENCY relieves COMPANY of all liability costs associated with data released by AGENCY to any other person or entity using such data.
- B. Subsequent to the termination of the contract, COMPANY will return all hard copies to the AGENCY or shred them. If requested, an electronic file, diskette or CD of all processed data will be available to the AGENCY.

ARTICLE V – ADDITIONAL SERVICES

5.1 Delinquent Collections: COMPANY shall retain a percent of payments collected on delinquent citations which have been processed in accordance with the current Agreement, and meet the following criteria:

- A. Delinquent citations are those for which the normal daily processing cycle is complete, but payment in full has not been received; or those for which the State Department of Motor Vehicles has received a registration hold and/or has dropped the registration hold due to a transfer of ownership or non-renewal of registration or a registration hold was not accepted, but the normal daily processing cycle is complete and in full has not been received.
- B. Citations with out-of-state license plates for which the normal daily processing cycle is complete.
- C. Any other problem or special citations that AGENCY so designates and refers to COMPANY under this Agreement.

5.2 Postal Rate Increase: The COMPANY will maintain auditable records to document the COMPANY'S actual postage costs associated with the mailing of all notices for unpaid citations and for other mailings related to the processing of correspondence. If there is a postal increase, that increase will be invoiced effective on the date that the

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postal rate increase goes into effect.

ARTICLE VI - REPORTS

6.1 Periodic Reports: COMPANY will submit reports to AGENCY each month. The reports will provide activities relating to performance under this Scope of Services. Among the reports, which COMPANY will generate, are the following:

- A. Report of Revenue Collected for Period
- B. Report for Parking Citations Issued for Period
- C. A balanced summary report for issuing AGENCY providing the status of all parking citations at the beginning of the period, current period and at the end of the period.
- D. A report for issuing Agency identifying registered vehicle owners multiple outstanding parking citations.
- E. A report for issuing Agency identifying the parking citations issued, location, violation by each officer.

ARTICLE VII – TERM OF CONTRACT AND COSTS

7.1 Terms and Renewals: This Agreement shall be for three (3) years with renewal options for additional one-year terms. Unless notice of termination is made in writing by either party to the other no less than ninety (90) days prior to the end of the scheduled term. This Agreement shall automatically renew for subsequent one (1) year periods. In conjunction with the automatic extension of the terms of this Agreement, COMPANY may give notice of reasonable price adjustments for its processing services. The AGENCY will have thirty (30) days to respond in writing to the purposed increase. Unless AGENCY gives notice in writing of its rejection of these price adjustments, the term shall be extended with these price adjustments as stated. If the AGENCY gives notice of its rejection of these price adjustments, unless there is a further written Agreement between the parties, the term of the Agreement shall not be extended and the Agreement shall terminate.

7.2 Cancellation: Upon a material breach or upon one-hundred twenty (120) days written notice to the COMPANY, the AGENCY may cancel or terminate this Agreement. The COMPANY shall have thirty (30) days to cure any material breach or defect set forth in the written termination notice provided by the AGENCY.

7.3 Exclusivity: AGENCY agrees to utilize only the services of the COMPANY during the term of the Agreement for the processing of the citations referred to above. AGENCY agrees during the term of the Agreement, to not directly or indirectly engage a competitor of the COMPANY for the performance of the services provided by the COMPANY under this Agreement.



7.4 Costs: Please see Cost Proposal in Exhibit A for all associated costs.

ARTICLE VIII – CLAIMS AND ACTIONS

8.1 AGENCY Cooperation: in the event any claim or action is brought against COMPANY relating to COMPANY'S performance or services rendered under this Agreement, COMPANY shall notify the AGENCY, in writing, within ten (10) days, of said claim or action.

8.2 Hold Harmless: COMPANY and AGENCY agree to the following hold harmless clauses.

- A. COMPANY agrees to indemnify, defend, and hold harmless the AGENCY and its officers and employees against all claims, demands, damages, costs, and liabilities arising out of, or in connection with the performance by COMPANY or AGENCY or any of their officers, employees or agency under this AGREEMENT, excepting only loss, injury or damage caused solely by the negligent acts or omissions of AGENCY or any of its officers or employees.

ARTICLE IX – SUBCONTRACTORS AND ASSIGNMENTS

9.1 Subcontracting: COMPANY is authorized to engage subcontracts as permitted by law at COMPANY'S own expense, subcontracts shall be deemed agents of COMPANY.

9.2 Assignments: This contract may not be assigned without the prior consent of the AGENCY. It is understood and acknowledged by the parties that the COMPANY is uniquely qualified to perform the services in this Agreement.

ARTICLE X - INDEPENDENT COMPANY

10.1 COMPANY'S Relationship: COMPANY'S relationship to the AGENCY in the performance of this Agreement is that of an independent COMPANY. Personnel performing services under this Agreement shall at all times be under COMPANY'S exclusive direction and control and shall be employees of COMPANY and not employees of the AGENCY. COMPANY shall pay all wages and salaries and shall not be responsible for all reports and obligations respecting them relating to social security, income tax withholding, unemployment compensation, worker's compensation, and similar matters. Neither COMPANY nor any officer, agent, or employee of COMPANY shall obtain any right to retirement benefits or other benefits which accrue to employees of AGENCY, and COMPANY hereby expressly waives any claim it might have to such rights.

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ARTICLE XI – INSURANCE

11.1 Insurance Provisions: COMPANY shall provide and maintain at its own expense during the term of this Agreement, the following policy or policies of insurance covering its operations hereunder. Such insurance shall be provided by insurer(s) satisfactory to the AGENCY and certificates of such insurance shall be delivered to the AGENCY on or before the effective date of this Agreement. Such certificates shall specifically identify this Agreement and shall not be cancelled, reduced in coverage or limits or non-renewed except after thirty (30) days written notice has been given to the AGENCY.

- A) Comprehensive general liability insurance covering bodily and personal injury and property damage. Limits shall be in an amount of not less than one million (\$1,000,000) dollars per occurrence. Such insurance policies shall name the AGENCY, its officers, agents and employees, individually and collectively, as additionally insured. Such coverage for additional insured shall apply as primary insurance and any other insurance or self-insured retention maintained by the AGENCY, its officers, agents and employees shall be excess only and not
- B) contributing with insurance provided under said policy.
- C) Comprehensive automobile liability owned, non-owned and hired vehicles with not less than one million (\$1,000,000) dollars combined single limit, per occurrence for property damage and for bodily injury or death of persons. Such insurance shall include the same additional-insured and cancellation notice provisions as specified above and may be combined with the comprehensive general liability coverage required above.
- D) Proof of Professional Liability/Malpractice/Errors and Omissions insurance as appropriate will also be provided in the amount of \$1,000,000.
- E) Throughout the period of the Agreement, COMPANY, at its sole cost, shall maintain in full force and effect a policy of worker's compensation insurance covering all of its employees as required by the labor code of the State of California.

ARTICLE XII – SECURITY PROVISIONS

12.1 Security Provisions: AGENCY agrees to follow all defined security requirements including but not limited to:

- A) All AGENCY employees who are provided access to services provided by COMPANY must complete a background check and must complete annual security awareness trainings.
- B) All AGENCY employees must sign security agreement documents subject to the source state of the information being obtained by DMV entities.

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- C) AGENCY must inform COMPANY within 24 hours of an AGENCY employee with access to COMPANY services leaving their role.
- D) Either Party must inform the Other Party of any breach of information within 24 hours, so the appropriate government agencies can be notified of the breach.
- E) AGENCY understands and agrees that security requirements may change and be updated to reflect the most current security requirements of the government agencies we work with to obtain vehicle registered information.
- F) AGENCY understands that evidence of the security requirements may be requested to comply with COMPANY audit requirements of the governmental agencies we work with.
- G) AGENCY understands and agrees that access to confidential registered owner information may be immediately restricted or terminated if any of the mandatory provisions above are found to be violated or abused.

12.2 Permissible Use Provisions: AGENCY agrees to follow all defined permissible use requirements including but not limited to:

- A) All AGENCY employees who are provided access to services provided by CONTRACTOR must receive annual training on permissible use of state agency information.
- B) All AGENCY employees must sign permissible use agreement documents subject to the source state or government agency where the vehicle registered owner information is being obtained.
- C) All AGENCY employees will be instructed of the confidentiality of information obtained from a government agency and the proper use of that information based on job responsibility, which must not involve immigration purposes.
- D) Either Party must inform the Other Party within 24 hours if data has been misused in such a manner that might constitute data misuse or a data breach.



- E) AGENCY must inform CONTRACTOR of any breach of information within 24 hours, so the appropriate government agencies can be notified of the breach.
- F) AGENCY understands and agrees that permissible use requirements may change and be updated to reflect the most current permissible use requirements of the government agencies CONTRACTOR works with to obtain vehicle registered information.
- G) AGENCY understands that evidence of the permissible use requirements may be requested to comply with CONTRACTOR audit requirements of the governmental agencies CONTRACTOR works with.
- H) AGENCY understands that tracking of activity will occur for annual reviews to be conducted by CONTRACTOR to ensure the confidentiality and privacy required for government agency provided information.
- I) AGENCY understands that all information obtained through government agencies is considered subject to the Drivers Privacy Protection Act (DPPA) and agrees that no disclosures of information will be made that would constitute a violation of this act.
- J) AGENCY understands and agrees that access to confidential registered owner information may be immediately restricted or terminated if any of the mandatory provisions above are found to be violated or abused.

ARTICLE XIII – ENTIRE AGREEMENT

13.1 Integrated Agreement: This contract is intended by the parties as a final expression of their Agreement and also as a complete and exclusive statement of the terms thereof, any prior oral or written Agreement regarding the same subject matter notwithstanding. This Agreement may not be modified or terminated orally and no modification or any claim or waiver of any of the provisions shall be effective unless in writing and signed by both parties.

13.2 Law Applicable: This Agreement shall be construed in accordance with the Laws of the State of Idaho.

13.3 Notice to Parties: Any notice required under this Agreement to be given to either party may be given by depositing in the United States mail, postage prepaid, first-class, addressed to the following:



AS TO THE AGENCY:

**THE CITY OF KETCHUM
PO BOX 2315
191 5TH STREET WEST
KETCHUM, IDAHO 83340**

AS TO THE COMPANY:

**DATA TICKET, INC.
A CALIFORNIA CORPORATION
2603 MAIN STREET, SUITE 300
IRVINE, CALIFORNIA 92614**

IN WITNESS WHEREOF, the parties hereto have entered into this Agreement as of the day and year last written below.

AGENCY: **THE CITY OF KETCHUM, IDAHO** COMPANY: **DATA TICKET, INC.**

Signature: _____ Signature: _____

Print Name: _____ Print Name: _____

Title: _____ Title: _____

Date: _____ Date: _____



City of Ketchum

September 6, 2022

Mayor Bradshaw and City Councilors
City of Ketchum
Ketchum, Idaho

Mayor Bradshaw and City Councilors:

Recommendation to Approve Purchase Order #22126 and Contract with Ketchum Computers for Professional Services Related to IT Management

Recommendation and Summary

Staff is recommending the approval of a contract with Ketchum Computers for IT Management services. Ketchum Computers has served as the city's IT vendor for well over a decade. Ketchum Computers has similar service contracts with the cities of Sun Valley, Hailey and Bellevue.

"I move approval of Purchase Order #22126 and associated contract with Ketchum Computers for IT Management services."

The reasons for the recommendations are as follows:

- Ketchum Computers has served as the city's IT professional for over a decade with exemplary service and standards
- Ketchum Computers has on-site employees to respond to IT needs any of the city facilities
- Idaho state law does not require competitive solicitation for professional services

Sustainability Impact

None

Financial Impact:

The contract outlines an hourly billing rate and is expected to not exceed \$82,500. These services are accounted for in the FY23 budget.

Attachments:

PO#22126
Contract



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

PURCHASE ORDER
 BUDGETED ITEM? ___ Yes ___ No

PURCHASE ORDER - NUMBER: 22126

To: 2722 KETCHUM COMPUTERS, INC. P.O. BOX 5186 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
08/24/2022	bancona	bancona		0	

Quantity	Description	Unit Price	Total
1.00	IT CONSULTING CONTRACT 01-4150-4200	82,500.00	82,500.00
	SHIPPING & HANDLING		0.00
	TOTAL PO AMOUNT		82,500.00

 Authorized Signature

CONSULTING AGREEMENT #22126

This Agreement, dated as of October 1st, 2022 is between Ketchum Computers, Inc., P. O. Box 5186, Ketchum, ID 83340 ("*CONSULTANT*"), and City of Ketchum, P.O. Box 2315 Ketchum, ID 83340 ("*CLIENT*") collectively (the "parties").

RECITALS

WHEREAS *CLIENT* desires to retain *CONSULTANT* to render consulting and advisory services for *CLIENT* on the terms and conditions set forth in this Agreement and *CONSULTANT* desires to be retained by *CLIENT* on such terms and conditions.

NOW, THEREFORE, *CLIENT* and *CONSULTANT* agree as follows:

1. Retention of Consultant; Services to be Performed. *CLIENT* hereby retains *CONSULTANT* for the term of this Agreement to perform the following consulting services for *CLIENT* ("*Services*"):

IT consulting

In rendering *Services* hereunder, *CONSULTANT* shall be acting as an independent contractor and not as an employee or agent of *CLIENT*. As independent contractors, neither *CONSULTANT* nor *CLIENT* shall have any authority, express or implied, to commit or obligate the other in any manner whatsoever, except as specifically authorized from time to time in writing by an authorized representative of *CONSULTANT* or *CLIENT*, as the case may be, which authorization may be general or specific. Nothing contained in this Agreement shall be construed or applied to create a partnership. *CONSULTANT* shall be responsible for the payment of all federal, state or local taxes payable with respect to all amounts paid to *CONSULTANT* under this Agreement.

2. Compensation for Consulting Services. For *Services* hereunder, *CLIENT* shall pay to *CONSULTANT* a fee of \$165 per hour. The minimum time to be billed for any one day for work performed at *CONSULTANT'S* location will be 1/2 hour. The minimum time to be billed for any one day for work performed at *CLIENT'S* location will be one hour.

3. Expenses. *CLIENT* shall reimburse *CONSULTANT* for all reasonable travel and other out-of-pocket expenses incurred by *CONSULTANT* in rendering *Services* hereunder. Travel expenses shall include the cost of any travel by *CONSULTANT'S* vehicle to a location more than 40 miles from *CONSULTANT'S* primary work location in Ketchum, Idaho, the costs of any travel requiring public transportation, the costs of meals, and the costs of necessary lodging. The costs of time required for traveling shall be paid for all time *CONSULTANT* is away from *CONSULTANT'S* primary work location, but excluding any time spent on personal business or at a place of temporary lodging. *CLIENT* shall pay such reimbursement within 30 (thirty) days after receipt of appropriate receipts or documentation of the expenses.

4. Billing. *CONSULTANT* shall invoice *CLIENT* when work is completed or on the 1st of the month for ongoing work, providing a listing of labor terms and expenses. Payment on invoices so provided shall be due no later than thirty (30) days from presentation of invoice.

5. Confidential Information. Confidential information of any nature that either party acquires regarding any aspect of the other party's business shall be treated in strict confidence. Confidential Information includes any information disclosed by either party (the "Disclosing Party"), to the other party (the "Receiving Party") either directly or indirectly, in writing, orally, electronically, or by inspection of tangible objects, which is designated as "Confidential," "Proprietary" or some similar designation or should be reasonably understood to be confidential or proprietary in that its unauthorized disclosure would be harmful to the party that owns the information. Information so obtained shall not be divulged, furnished, or made accessible to third parties without the written permission of the other party to this Agreement.

This Agreement shall impose no obligation on the Parties with respect to maintaining the confidence of Confidential Information of the Disclosing Party that: (a) is or becomes generally known or available to the public

City of Ketchum Initials _____

Ketchum Computer's Initials _____

other than as a result of a breach of this Agreement by the Recipient; (b) is known by Recipient at the time of disclosure and is not subject to restriction; (c) that is the same as or substantially the same as information independently developed by Recipient; (d) becomes available to Recipient on a non-confidential basis from a third party provided that such third party is not to Recipient's knowledge bound by a confidentiality agreement or other legal or fiduciary obligation of secrecy to the Disclosing Party; or (e) is required by law, judicial order (subject to an appropriate protective order), or the rules of any nationally-recognized stock exchange on which Recipient's stock is traded, to be disclosed.

Both parties retain the right to do business with third parties in matters that may be competitive with the interests of the other party to this Agreement. However, the confidentiality constraints above shall be binding and have precedence over these business matters. Upon termination of this Agreement, the terms of this paragraph shall remain in effect.

6. Software Licensing. It is the sole responsibility of *CLIENT* to obtain and retain legal licenses for all software.

7. Ownership of Intellectual Property. *CONSULTANT* grants and assigns to *CLIENT* all rights to use any work product and to develop, manufacture, market or otherwise commercialize any product based on, directly related to, or directly making use of the Services. *CLIENT* shall be responsible for verifying any property rights of other parties prior to use of any work product provided under this Agreement. *CLIENT* acknowledges that the use of any design, advice, drawing, or other service provided by *CONSULTANT*, its employees and agents does not relieve *CLIENT's* responsibility to execute sufficient testing and judgment to ensure that any resulting product is suitable for usage in *CLIENT's* market.

8. Term and Termination. This Agreement shall be terminated when either party gives at least fifteen (15) days written notice to the other party of the intent to terminate this Agreement. *CONSULTANT* shall be entitled to receive from *CLIENT* all fees and expenses incurred up to the date of termination in accordance with the billing procedures set forth in Section 4.

9. Indemnification. *CLIENT* agrees to indemnify, defend and hold harmless *CONSULTANT* against any and all loss, liability, expenses and costs (including attorneys' fees, judgments, fines and amounts paid in settlement) actually and reasonably incurred by *CONSULTANT* in connection with any threatened, pending, completed or future action suit or proceeding to which *CONSULTANT* is, or is threatened to be, made a party arising from or related to Services that have been provided hereunder. The terms of this Section 8 are non-revocable and shall survive the termination of this Agreement.

10. Limitations on Liability. Except as a result of gross negligence or willful misconduct, neither party shall be liable for any indirect, incidental, punitive, special or consequential damages whatsoever, including without limitation, any such damages for loss for business profits, for business interruption, for personal injury, loss of business information, data loss, damage to reputation or for any other pecuniary or other loss whatsoever. Except as expressly provided herein, there are no warranties, express or implied, by operation of law or otherwise, for any services furnished hereunder.

***CONSULTANT* DISCLAIMS ANY AND ALL IMPLIED WARRANTIES INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURCHASE.**

11. Disputes. Any action based on this Agreement, including disagreement, disputes regarding the terms and conditions, alleged breaches of contract, and remedies under contract, shall be governed by the laws of the State of Idaho and shall be adjudicated exclusively by a court of competent jurisdiction in Blaine County, Idaho. Prior to the filing of any action, the parties agree to mediate in good faith the dispute with the American Arbitration Association (AAA) or any other mutually acceptable mediator. If either party employs attorneys to enforce any rights arising out of or relating to this Agreement, the prevailing party shall be entitled to recover its reasonable attorneys' fees, costs and other reasonable and related expenses.

City of Ketchum Initials _____

Ketchum Computer's Initials _____

12. Miscellaneous.

(a) Entire Agreement. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof. This Agreement supersedes any and all prior agreements, oral or written, between the parties with respect to the subject matter hereof.

(b) Severability. If any provision of this Agreement is for any reason declared to be invalid or unenforceable, the validity and enforceability of the remaining provisions shall not be affected thereby. Such invalid or unenforceable provision shall be deemed modified to the extent necessary to render it valid and enforceable, and if no modification shall render it valid and enforceable, this Agreement shall be construed as if not containing such provision and the rights and obligations of the parties shall be construed and enforced accordingly.

(c) Amendment, Waiver, Modification or Termination. No amendment, waiver or termination or modification of this Agreement shall be binding unless it is in writing and signed by both *CONSULTANT* and *CLIENT* and dated subsequent to the date hereof. Performance of work by *CONSULTANT* and/or acceptance of payment by *CONSULTANT* for work performed and/or work to be performed for *CLIENT* beyond the scope of this Agreement does not constitute acceptance by *CONSULTANT* of amendments or modifications to this Agreement nor shall they be binding. No failure or delay by either party in exercising any right, power or privilege hereunder will operate as a waiver thereof, nor will any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power, or privilege hereunder.

(d) Assignment. This Agreement and the rights and obligations of the parties hereunder shall not be assignable by either party without prior written consent of the other party.

(e) Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, personal representatives and, to the extent permitted by subsection (d), successors and assigns of the parties hereto.

(f) Counterparts. This Agreement may be executed in several counterparts, each of which shall be deemed to be an original, and all of which, when taken together, shall constitute one and the same instrument.

IN WITNESS WHEREOF, *CLIENT* and *CONSULTANT* have executed this Agreement as of the date set forth in the first paragraph.

Date: _____

Todd Mandeville, Principal
Ketchum Computers, Inc

Date: _____

City of Ketchum

City of Ketchum Initials _____

Ketchum Computer's Initials _____



City of Ketchum

September 6, 2022

Mayor Bradshaw and City Councilors
City of Ketchum
Ketchum, Idaho

Mayor Bradshaw and City Councilors:

Recommendation to Adopt Resolution 22-027 Appointing Susan Passovoy to the Planning and Zoning Commission

Recommendation and Summary

The Mayor is recommending the council adopt the following motion:

Move to approve Resolution # 22-027

The reasons for the recommendation are as follows:

- Matthew Mead has resigned from the Planning and Zoning Commission and Susan Passovoy has agreed to serve on the Commission;
- As required by State Law, Susan has resided in Blaine County for at least three (3) years prior to this reappointment to the Commission;
- Susan will contribute valuable knowledge and expertise as a Planning Commissioner.

Background

The Mayor is recommending Susan Passovoy be appointed to the Commission to serve the remaining term of Matthew Mead and be appointed to a three year term. Her term will extend to December 2, 2025 and could be extended for an additional three years.

Attachment

- A - Resolution 22-027
- B- Resume

**RESOLUTION NUMBER 22-027
A RESOLUTION OF THE CITY OF KETCHUM CITY COUNCIL
APPOINTING SUSAN PASSOVOY TO THE KETCHUM PLANNING AND ZONING COMMISSION
FOR A TERM EXPIRING ON DECEMBER 2, 2025**

WHEREAS, Susan Passovoy has expressed interest in serving on the Planning and Zoning Commission; and

WHEREAS, Susan Passovoy has resided in Blaine County for at least three (3) years prior to this appointment to the Planning and Zoning Commission; and

WHEREAS, Mayor Bradshaw recommends Susan Passovoy be confirmed by the City Council to fill the remaining term of Matthew Mead and appointment to a new three year term until December 2, 2025;

NOW THEREFORE BE IT RESOLVED by the Mayor and Council of the City of Ketchum, that Susan Passovoy is appointed to the Ketchum Planning and Zoning Commission.

This Resolution will be in full force and effect upon its adoption this sixth day of September 2022.

Neil Bradshaw, Mayor

ATTEST:

Lisa Enourato, Interim City Clerk

SUSAN J. PASSOVOY

Curriculum Vitae

Education

BA With Distinction, Sociology Stanford University, Stanford, California (1967)
Juris Doctor, Boalt Hall School of Law, University of California at Berkeley (1971)
Joint Program in Law and City Planning, University of California at Berkeley

Professional Experience

1971 through 2006, attorney at law with expertise in commercial real estate and land use, transactions and litigation, based in San Francisco, California.

Admissions

California State Bar
Ninth Circuit District Court
Ninth Circuit Court of Appeals
United States Supreme Court

Honors

Lambda Alpha Real Estate Economic Society (invited 1983)
American College of Real Estate Lawyers (invited 1984)
Best Lawyers in America (every year from first edition until retirement)
International Women's Forum (1980-present)

Boards and Community Service

Professional:

Board of Directors, Real Estate Law Section California Bar Association
Board of Governors, American College of Real Estate Lawyers
Board of Trustees, San Francisco Art Institute
President, Board of Directors, Women's Forum West
Adjunct Professor Law, Golden Gate University Law School

San Francisco and Community:

Vice-Chair, Board of Trustees, Saint Francis Hospital Foundation
Board of Directors, Bread and Roses
Chair, Board of Directors, Santa Lucia Preserve Owners Association (2011-2018)
Board, Episcopal Community Services (for the homeless)

Idaho:

President, Board of Commissioners, Blaine County Housing Authority
Honorary Consul for the Republic of Poland, State of Idaho (2009-2019)
President, Board of Directors, New Theater Company
Board of Directors, Swiftsure Ranch Therapeutic Equestrian Center

Current Affiliations

Wood River Womens Foundation. Education Committee and Focus Grant Committee



SUSAN J. PASSOVOY

A native Californian, Susan earned a BA with Distinction from Stanford University, Stanford, California (1967) and a Juris Doctor from Boalt Hall School of Law, University of California at Berkeley (1971) while participating in a Joint Program in Law and City Planning.

She practiced real estate and land use law in San Francisco for 35 years, and retired in 2006. Her experience includes roles as in-house counsel for large real estate developers before going in to private practice in San Francisco, where she specialized in representing developers of major nationally known projects northern California.

During her years of practice she earned national recognition and many awards for the quality of her practice, including an invitation to the Lambda Alpha Real Estate Economic Society (1983), admission to the American College of Real Estate Lawyers (1984), Best Lawyers in America (every year from first edition until her retirement), the Urban Land Institute and the International Women's Forum (1980.)

Susan has a long standing commitment to public service, and has served on the boards of many non-profits, community and professional organizations, including the St Francis Hospital Foundation, Bread and Roses, the San Francisco Art Institute, Episcopal Community Services (for the homeless), Woman's Forum West, and the Swiftsure Ranch Therapeutic Equestrian Center. She is also active with the Wood River Women's Foundation and its grants and education activities. She served for ten years as the Honorary Consul for the Republic of Poland in Idaho.

Susan and her husband, two horses and two dogs, have been full time residents of Ketchum, Idaho for over twenty years.



City of Ketchum

September 6, 2022

Mayor Bradshaw and City Councilors
City of Ketchum
Ketchum, Idaho

Mayor Bradshaw and City Councilors:

Recommendation to Adopt Resolution 22-028 Re-appointing Brenda Moczygemba to the Planning and Zoning Commission

Recommendation and Summary

The Mayor is recommending the council adopt the following motion:

Move to approve Resolution # 22-028

The reasons for the recommendation are as follows:

- Brenda Moczygemba has served on the Planning and Zoning Commission since September 8, 2020, serving the remaining term of Kurt Eggars.
- Brenda has resided in Blaine County for at least three (3) years prior to this reappointment to the Planning and Zoning Commission.
- Brenda is a local architect and has the skills and knowledge for this position and has been a valuable member of the Planning and Zoning Commission.

Background

Kurt Eggars resigned from the Planning and Zoning Commission and Brenda was appointed on September 8, 2020, to fill his remaining term. Brenda has served on the Commission since 2020. The Mayor is recommending Brenda be re-appointed to a 3-year term to September 8, 2025 after which time she will be eligible for two additional terms. Brenda has been practicing architecture in the Wood River Valley for a number of years. She is familiar with the Ketchum Zoning Ordinance and is an outstanding member of the Commission.

Attachment

A - Resolution 22-028

RESOLUTION NUMBER 22-028
A RESOLUTION OF THE CITY OF KETCHUM CITY COUNCIL
RE-APPOINTING BRENDA MOCZYGEMBA TO THE KETCHUM PLANNING AND ZONING
COMMISSION FOR A TERM EXPIRING ON SEPTEMBER 8, 2025

WHEREAS, Brenda Moczygemba has served on the Planning and Zoning Commission since September 2020 and her term expires September 8, 2022; and

WHEREAS, Brenda Moczygemba has expressed interest in being re-appointed to the Planning and Zoning Commission; and

WHEREAS, Brenda Moczygemba has resided in Blaine County for at least three (3) years prior to this reappointment to the Planning and Zoning Commission; and

WHEREAS, Mayor Bradshaw recommends Brenda Moczygemba be confirmed by the City Council to continue serving on the Planning and Zoning Commission for a term ending September 8, 2025;

NOW THEREFORE BE IT RESOLVED by the Mayor and Council of the City of Ketchum, that Brenda Moczygemba is re-appointed to the Ketchum Planning and Zoning Commission.

This Resolution will be in full force and effect upon its adoption this sixth day of September 2022.

Neil Bradshaw, Mayor

ATTEST:

Lisa Enourato, Interim City Clerk



City of Ketchum

September 6, 2022

Mayor Bradshaw and City Councilors
City of Ketchum
Ketchum, Idaho

Mayor Bradshaw and City Councilors:

Recommendation to Adopt Resolution 22-030 To Appoint Tom Curl to the Ketchum Historic Preservation Commission

Recommendation and Summary

The Mayor is recommending the council adopt the following motion:

I Move to approve Resolution # 22-030

The reasons for the recommendation are as follows:

- There are two vacancies on the Historic Preservation Commission (HPC) due to the resignation of Matthew Mead and Jennifer Cosgrove.
- The city placed ads encouraging individuals to join the HPC.
- Tom Curl expressed interest in serving on the HPC and is a resident of Ketchum.

Background

The Municipal Code establishes the Historic Preservation Commission as five members consisting of a maximum of three and minimum of one member of the Planning and Zoning Commission and a maximum of four and minimum of two members of the community.

Ketchum encouraged interested individuals to submit information to the city about their interest. Tom Curl submitted a letter of interest and was interviewed by the Mayor. Tom has an interest in historic preservation and will provide a unique perspective on preservation issues in Ketchum.

Attachments

A - Resolution 22-030

B - Information on Tom Curl

RESOLUTION NUMBER 22-030
A RESOLUTION OF THE CITY OF KETCHUM CITY COUNCIL
APPOINTING TOM CURL TO THE KETCHUM HISTORIC PRESERVATION COMMISSION FOR A TERM
EXPIRING ON SEPTEMBER 6, 2025

WHEREAS, The Historic Preservation Commission consists of 5 members, with a minimum of one and maximum of three members to be Planning and Zoning Commissioners; and

WHEREAS, Matthew Mead and Jennifer Cosgrove were two members of the Planning and Zoning Commission serving on the Commission but have resigned from the Commission; and

WHEREAS, Tom Curl has expressed interest in serving on the Historic Preservation Commission; and

WHEREAS, Tom Curl resides in Ketchum and presently works for Blaine County; and

WHEREAS, Mayor Bradshaw recommends Tom Curl be confirmed by the City Council to serve on the Historic Preservation Commission for a three-year term ending September 6, 2025, and is eligible for re-appointment;

NOW THEREFORE BE IT RESOLVED by the Mayor and Council of the City of Ketchum, that Tom Curl is appointed to the Ketchum Historic Preservation Commission.

This Resolution will be in full force and effect upon its adoption this sixth day of September 2022.

Neil Bradshaw, Mayor

ATTEST:

Lisa Enourato, Interim City Clerk

August 10, 2022

Dear Sir or Madam:

My name is Robert Thomas Curl, I am a resident of Ketchum, and I am interested in applying for a position on the Historic Preservation Commission.

I am a graduate of Thomas Jefferson School of Law. I graduated on December 12th, 2015 and was admitted in Idaho on May 5, 2016. My undergraduate education was obtained at the University of San Francisco and American River College in Sacramento, California. At the University of San Francisco, I studied Organizational Behavior and Management. This curriculum would be beneficial to this position because during the coursework I learned how to motivate, work in, and manage groups of people in a business environment. The coursework I studied at American River College consisted of wildlife management and Biosciences. I have worked in local government and have experience in Corrections, Code Enforcement, Animal Control, and police/local law enforcement.

Thank you again for your time. Please contact me for any questions. I look forward to hearing from you.

Sincerely,

Tom Curl



City of Ketchum

September 6, 2022

Mayor Bradshaw and City Councilors
City of Ketchum
Ketchum, Idaho

Mayor Bradshaw and City Councilors:

Recommendation to Adopt Resolution 22-029 To Appoint Spencer Cordovano to the Ketchum Historic Preservation Commission

Recommendation and Summary

The Mayor is recommending the council adopt the following motion:

I Move to approve Resolution # 22-029

The reasons for the recommendation are as follows:

- There are two vacancies on the Historic Preservation Commission (HPC) due to the resignation of Matthew Mead and Jennifer Cosgrove.
- At least one member of the HPC must be a Planning and Zoning Commissioner.
- Spencer Cordovano, a Planning and Zoning Commissioner has expressed interest in serving on the HPC.

Background

The Municipal Code establishes the Historic Preservation Commission as five members consisting of a maximum of three and minimum of one member of the Planning and Zoning Commission and a maximum of four and minimum of two members of the community.

Presently there is no member of the Planning and Zoning Commission serving on the HPC. Spencer Cordovano has expressed interest in serving on the HPC.

Attachments

A - Resolution 22-029

RESOLUTION NUMBER 22-029
A RESOLUTION OF THE CITY OF KETCHUM CITY COUNCIL
APPOINTING SPENCER CORDOVANO TO THE KETCHUM HISTORIC PRESERVATION COMMISSION
FOR A TERM EXPIRING ON SEPTEMBER 6, 2025

WHEREAS, The Historic Preservation Commission consists of 5 members, with a minimum of one and maximum of three members to be Planning and Zoning Commissioners; and

WHEREAS, Matthew Mead and Jennifer Cosgrove were two members of the Planning and Zoning Commission serving on the Commission but have resigned from the Commission; and

WHEREAS, Spencer Cordovano has expressed interest in serving on the Historic Preservation Commission; and

WHEREAS, Spencer Cordovano resides and works in Ketchum and is presently a member of the Planning and Zoning Commission; and

WHEREAS, Mayor Bradshaw recommends Spencer Cordovano be confirmed by the City Council to serve on the Historic Preservation Commission for a three-year term ending September 6, 2025, and is eligible for re-appointment;

NOW THEREFORE BE IT RESOLVED by the Mayor and Council of the City of Ketchum, that Spencer Cordovano is appointed to the Ketchum Historic Preservation Commission.

This Resolution will be in full force and effect upon its adoption this sixth day of September 2022.

Neil Bradshaw, Mayor

ATTEST:

Lisa Enourato, Interim City Clerk



City of Ketchum

September 6, 2022

Mayor Bradshaw and City Councilors
City of Ketchum
Ketchum, Idaho

Mayor Bradshaw and City Councilors:

Recommendation to Approve Purchase Order #22125 for Used Ford F150 Truck from Karl Malone Ford

Recommendation and Summary

Staff recommends approval of Purchase Order #22125 to procure a local used Ford F150 truck for the Community Service Officer team. The work group currently only has one vehicle between the three employees.

"I move approval of Purchase Order #22125 to procure one used Ford F150 truck from Karl Malone Ford."

The reason for the recommendation:

- A second vehicle will allow for the team to cover multiple areas of town during the same shift.
- Calls for service (construction site complaints, zoning code enforcement, weeds, etc.) from residents have increased
- Consistent parking enforcement and LPR data collection is vital to a successful parking management program

Sustainability impact

The team searched for used hybrid or electric vehicles with similar mileage and cost range but none were located.

Financial Impact

Adequate funds exist (\$32,000) in the General Fund budget to support this equipment purchase.

Attachments:

Purchase Order #22125



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: 22125

To: 5874 KARL MALONE FORD HAILEY 920 S MAIN ST HAILEY ID 83333	Ship to: CITY OF KETCHUM PO BOX 2315 KETCHUM ID 83340
---	---

P. O. Date	Created By	Requested By	Department	Req Number	Terms
08/23/2022	bancona	bancona		0	

Quantity	Description	Unit Price	Total
1.00	F-150 CSO TRUCK 03-4210-7140	500.00	500.00
1.00	F-150 CSO TRUCK PURCHASE 03-4210-7140	31,500.00	31,500.00
SHIPPING & HANDLING			0.00
TOTAL PO AMOUNT			32,000.00

 Authorized Signature

ADDITIONAL AGREEMENTS BETWEEN THE DEALERSHIP AND PURCHASER(S)

Initial

1. **Terms Used In This Agreement:** This Retail Purchase Agreement contains the following words and phrases that appear throughout this Agreement and have particular meanings:
 - **Agreement, Contract, Motor Vehicle Purchase Contract** - Means all of the pages of this Retail Purchase Agreement together with any documents incorporated into this Agreement by reference, whether such reference is made in this Agreement or in the document itself.
 - **You, Your** - Means the Purchaser(s) identified in this Agreement.
 - **We, Us, Our** - Means the Dealership that is identified in this Agreement and its Authorized Representatives.
 - **Manufacturer** - Means the company that manufactured the Vehicle.
 - **Vehicle** - Means the Vehicle that you are purchasing from us as described in this Agreement.
 - **Trade-In Vehicle** - Means the vehicle you are delivering to us as part of this transaction as identified in this Agreement.
2. **Our Right to Increase the Price:** We may increase the price of the Vehicle after we accept this Agreement if the Trade-In Vehicle is reappraised, new required or optional equipment is added, revaluation of the United States dollar (in the case of foreign-made vehicles or components), or an increase in transportation charges due to increased rates imposed by a carrier. If the price is increased, you may cancel this Agreement with full refund of any Deposit/Down Payment, provided that the cancellation occurs prior to you taking delivery of the purchased Vehicle.
3. **Manufacturer's Design Changes:** In the event the Manufacturer changes or modifies the design of or any part or accessory of the Vehicle after your order for the Vehicle has been entered by us, you will not have any claim or right against us if the Vehicle does not contain such changes or modifications, nor shall we be required to effect such changes or modifications to the Vehicle.
4. **Your Representations and Warranties:** You represent, warrant and affirm to us that (a) You are not purchasing a new Vehicle for resale or export within the period beginning on the date the Vehicle title is issued to you and ending on the date one (1) year thereafter. You confirm that we are relying on this representation and agree that we would not sell the Vehicle to you without this representation. If we are required by the Manufacturer to forfeit or repay any manufacturer incentives, allowance and/or special pricing, or if we suffer any loss or harm as a result of your breach of this provision, you agree to indemnify and hold us harmless from any such cost, loss or harm suffered as a result of or arising because of your breach; (b) the Deposit/Down Payment and any amounts due to us have been paid in full, any check or other payment instrument given to us or any electronic payment you make will be honored, and that no part of the Deposit/Down Payment has been loaned to you by us or any third party; (c) all statements made by you in this Agreement and any other documents completed in connection with this transaction are true and correct; and (d) you are who you have represented yourself to be and you have purchased the Vehicle for your own use and not on behalf of another person, unless you have disclosed otherwise to us.
5. **Your Representations Regarding the Trade-In Vehicle:** Any Trade-In Vehicle delivered by you to us in connection with this transaction shall be accompanied by a Certificate of Title or documents sufficient to enable us to obtain a Certificate of Title to the Trade-In Vehicle in accordance with applicable state law. You warrant that the Trade-In Vehicle delivered to us is properly titled to you, has never been titled as or declared a total loss, salvage, junk, reconstructed, rebuilt, flood, lemon buyback vehicle, or any other title brand; that you have the right to sell or otherwise convey such Trade-In Vehicle; that such Trade-In Vehicle is free and clear of liens or encumbrances, except as may be noted in this Agreement; that all emission control equipment is on the Trade-In Vehicle and appears properly connected and undamaged; that you have accurately disclosed any information known to you regarding prior use of the vehicle, prior damage, paint work, modifications and any mechanical defects; and, unless you have told us otherwise, that you have not removed equipment from the Trade-In Vehicle subsequent to our appraisal, that the odometer reading shown is accurate, and all airbags in the vehicle are of original equipment and have never been deployed or disconnected.
6. **Trade-In Vehicle Payoff:** If you are delivering a Trade-In Vehicle in connection with this transaction and the actual amount of the Balance Owed on the Trade-In Vehicle is greater than the amount of the Balance Owed as listed in this Agreement, you agree to pay the difference to us. If the actual amount of the Balance Owed is less than the amount listed, we will pay or credit the difference to you.
7. **Our Appraisal of Your Trade-In Vehicle:** If you are delivering a Trade-In Vehicle to us in connection with this transaction and the delivery will not be made until delivery of the Vehicle being purchased, we shall have the right to reappraise your Trade-In Vehicle at the time of delivery. You understand that we may renegotiate the amount of the Trade-In Allowance for the Trade-In Vehicle if (i) you fail to disclose that the Certificate of Title to the Trade-In Vehicle has been branded for any reason; (ii) the Trade-In Vehicle incurs substantial physical damage or latent mechanical defects arise before we take possession of the vehicle that could not have been reasonably discovered at the time this Agreement was completed; (iii) the odometer reading reflects the addition of five hundred (500) miles or more between the time the vehicle was first appraised by us for purposes of determining the Trade-In Allowance and the time of actual delivery of the Trade-In Vehicle to us; or (iv) there is a discrepancy between the signed Odometer Statement and the mileage reflected on the Trade In Vehicle's odometer or the actual mileage on the Trade-In Vehicle. If you are dissatisfied with the reappraisal, you may cancel this Agreement with full refund of any Deposit/Down Payment, provided that the cancellation occurs prior to you taking delivery of the purchased Vehicle.
8. **Remedies Upon Cancellation:** You agree that we are not liable for any damages resulting from our failure to deliver the Vehicle if the failure is caused by the manufacturer, an accident, fire, act of nature or any other causes beyond our control. This Agreement may be renegotiated or cancelled (with full refund of any Deposit/Down Payment) if the Vehicle is not delivered to you on the date specified or pursuant to Paragraphs 2 or 7. If you have delivered a Trade-In Vehicle to us, the Trade-In Vehicle will be returned to you if we have not already sold it. If we have already sold the Trade-In Vehicle, we will refund the agreed upon Trade-In Allowance. Regardless of whether we return the Trade-In Vehicle or have already sold it, you shall be responsible for paying to us the Balance Owed on the Trade-In Vehicle if we have paid the Balance Owed to the Lienholder. We may keep any portion of the amount you have paid to us as a Deposit/Down Payment and any Trade-In Allowance we owe to you to offset against the amount you owe us. If the actual amount you owe to us is greater than the amount of the Deposit/Down Payment, you agree to pay the difference to us. If the actual amount you owe is less than the amount of the Deposit/Down Payment, we will pay the difference to you. You are responsible for paying the cost of repairing any damage and any other losses, liabilities, damages, claims, costs and expenses arising out of your use, possession and control of the Vehicle.
9. **Purchaser's Default and Dealership's Remedies:** In the event you have agreed to pay the Amount to be Financed in cash or financing is being obtained by you through a credit source of your choice and we do not receive the Amount to be Financed from you at the time of delivery of the Vehicle or on the date promised in this Agreement, you fail to perform any of your other obligations under this Agreement, or you breach any representation or warranty made by you to us, we shall be permitted, at our sole discretion, to the choice of remedies in this Agreement, which may be used separately or together, including (if permitted by law): (1) cancel this Retail Purchase Agreement; (2) repossess the Vehicle without notice; (3) rescind the sales transaction; (4) seek collection for amounts due; (5) retain any cash down payment made by you; and/or (6) if you have delivered a Trade-In Vehicle as part of the consideration for your purchase of the Vehicle from us, to sell such Trade-In Vehicle and reimburse the Dealership out of the proceeds of such sale for any reasonable expenses incurred in connection with preparing and offering the Trade-In Vehicle for sale and any actual damages suffered by us as a result of your default. Regardless of whether we return the Trade-In Vehicle or have already sold it, you shall be responsible for paying to us the Balance Owed on the Trade-In Vehicle if we have paid the Balance Owed to the Lienholder and for any reasonable expenses incurred by us in connection with preparing or reconditioning the Trade-In Vehicle for sale. Any remedies in this Paragraph 9 shall be in addition to, and not in lieu of, any other remedies available under the Retail Purchase Agreement or at law or equity. Any waiver of all or part of a remedy hereunder is not a continuing waiver. If the actual amount you owe to us is greater than the amount of the down payment and/or proceeds from the sale of your Trade-In Vehicle, you agree to pay the difference to us upon demand and if the actual amount you owe is less, then we will pay the difference to you.
10. **Security Agreement:** Purchaser hereby grants the Dealership, its successors and assigns, a security interest in the Vehicle, equipment and accessories installed in or purchased pursuant hereto, and the Dealership shall have a lien on the Vehicle and all rights of a secured party under applicable state law until the Dealership has been paid in full. This security interest is separate from, but subordinate to, any interest granted to a third-party lender that provides financing for this transaction.
11. **Other Products and Services:** The Dealership offers its customers goods and services from various suppliers. The amounts charged to customers for such goods or services may be greater than the Dealership's cost, and/or the Dealership may receive a commission or other payment in connection with such sale. You are not required to purchase any other goods or services from us, nor are you required to finance the Amount to be Financed under this Agreement with a particular lending source. In the event this Agreement includes a charge for other goods or services for which you must complete an application for coverage, and for any reason such coverage cannot be provided, you will receive a credit for the amount charged. If the cost of other goods or services was included in the amount to be financed in connection with this transaction, then this credit will be applied to the outstanding balance you owe to the Lender.
12. **Dealer Assisted Financing:** If we assist you to obtain financing for this transaction, the Annual Percentage Rate may be negotiated with us and we may receive a fee, commission or other compensation from the Lender. We do not make any representations or warranties regarding whether you obtained the best rate or could have obtained a better rate from us or a third party.
13. **CONTRACTUAL DISCLOSURE STATEMENT (USED VEHICLES ONLY)** The information you see on the window form for this Vehicle is part of this contract. Information on the window form overrides any contrary provisions in the contract of sale. **SPANISH TRANSLATION: Guía para compradores de vehículos usados. La información que aparece en la ventanilla de este vehículo forma parte de este contrato. La información contenida en el formulario de la ventanilla anula cualquier provisión que establezca lo contrario y que aparezca en el contrato de venta.**
14. **GOVERNING LAW: THE TERMS AND CONDITIONS OF THIS AGREEMENT (INCLUDING ANY DOCUMENTS WHICH ARE A PART OF THIS TRANSACTION OR INCORPORATED HEREIN BY REFERENCE) AND ANY SALE HEREUNDER WILL BE GOVERNED BY THE LAWS OF THE STATE OF IDAHO.**
15. **LIMIT ON DAMAGES: TO THE EXTENT PERMITTED BY IDAHO LAW, PURCHASER EXPRESSLY WAIVES AND SHALL NOT BE ENTITLED TO RECOVER FROM THE DEALERSHIP ANY CONSEQUENTIAL DAMAGES, DAMAGES TO PROPERTY, DAMAGES FOR LOSS OF USE, LOSS OF TIME, LOSS OF PROFITS OR INCOME, OR ANY OTHER INCIDENTAL DAMAGES.**
16. **CONDITIONAL DELIVERY AGREEMENT/LIMITED RIGHT TO CANCEL:** You may secure financing for this transaction through us or a financial institution of your choice. If you have elected to secure financing through us, the provisions of the Conditional (Spot) Delivery Agreement/Limited Right to Cancel will apply. This Agreement is void if: (1) you provide false or incomplete information regarding your creditworthiness; (2) your credit application is not approved by a financing source; or (3) your purchase is subject to cancellation pursuant to the Conditional (Spot) Delivery Agreement/Limited Right to Cancel.
17. **Entire Agreement and Signing Other Documents:** This Agreement and any documents which are part of this transaction or incorporated herein by reference comprise the entire agreement affecting this transaction. No other agreement or understanding of any nature has been made or will be recognized. You agree to sign all documents necessary to complete the terms of this transaction.

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CATALOG #8963455

182

AMENDED AND RESTATED

GROUND LEASE

by and between

CITY OF KETCHUM
an Idaho municipal corporation
("Owner")

and

KETCHUM COMMUNITY DEVELOPMENT CORPORATION
an Idaho nonprofit corporation
("Tenant")

FOR

BLUEBIRD VILLAGE

480 East Avenue
Ketchum, Idaho 83340

This Lease amends, restates, supersedes and replaces the Ground Lease between Owner and Tenant recorded in the real property records of Blaine County, Idaho as Instrument No. 689499.

Style Definition: TOC 2

Style Definition: Title

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EXHIBITS

Exhibit A Legal Description of the Land

AMENDED AND RESTATED

**GROUND LEASE
FOR
BLUEBIRD VILLAGE
480 East Avenue
Ketchum, Idaho 83340**

This Amended and Restated Ground Lease for Bluebird Village (this “**Lease**”) is made effective as of the date this Agreement Lease is recorded in the real property records of Blaine County, Idaho (“**Effective Date**”) by and between City of Ketchum, an Idaho municipal corporation (“**Owner**”) and Ketchum Community Development Corporation, an Idaho nonprofit corporation (“**Tenant**”). This Lease amends, restates, supersedes and replaces the Ground Lease between Owner and Tenant recorded in the real property records in Blaine County, Idaho as Instrument No. 689499.

RECITALS

- A. Owner owns the parcel of land located at 480 East Avenue, Ketchum, Idaho 83353, that is legally described on Exhibit A (the “**Land**”).
- B. Tenant desires to lease the Land for redevelopment into a mixed-use project with street-level retail, parking, and affordable rental housing units in an energy-efficient building designed to blend into Ketchum’s downtown core, as graphically depicted on Exhibit B (the “**Project**” or “**Bluebird Village**”).
- C. Owner has authority, pursuant to Idaho Code § 50-1407, to manage city property and authorize the lease of any real property not otherwise needed for city purposes, upon any terms as the City Council determines may be just and equitable.
- D. Owner, by approval of this Lease, hereby finds that the Land is not otherwise needed for city purposes, that affordable community housing is an important community need, that it is in the best interest of the public to lease the Land to Tenant, and that the terms of this Lease are just and equitable.

NOW, THEREFORE, in consideration of the mutual covenants and promises of the parties, the receipt and sufficiency of which are hereby acknowledged, Owner and Tenant agree that the foregoing recitals are true and correct and incorporated herein by this reference, and further agree as follows:

ARTICLE 1 LEASE OF LAND

- 1.1 **Land Restoration.** Owner agrees to restore the Land to a vacant “bare ground” state that is ready for development of the Project thereon, including (a) abatement and removal of any Hazardous Materials (as defined in Section 17.146.4) thereon, if any; (b) removal of any existing structures and other improvements on the Land, including any below-grade elements thereof (such as foundations, footings and utilities); (c) restoration of the surface of the Land to a clear, level and rough graded condition (collectively, the “**Land Restoration**”). Owner agrees to use commercially reasonable efforts to complete the Land Restoration on or before April 30, 2022. Owner will provide Tenant with a completion notice once the Land Restoration is fully complete and the Land is ready for development of the Project (the “**Completion Notice**”).

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1.2 **Lease.** This Lease will be fully effective as of the Effective Date. From the Commencement Date (defined in Article 2), Owner hereby leases the Land to Tenant on the terms hereof. Tenant hereby accepts the lease of the Land from Owner on the terms hereof. Tenant warrants to Owner that Tenant accepts the Land in its as-is condition without representation or warranty from Owner, except as expressly provided in this Lease. The term “**Leasehold Interest**” refers to Tenant’s interest in this Lease and the leasehold estate and all attendant and appurtenant rights, including without limitation, Tenant’s rights to all improvements to the Land.

1.3 **Title to the Project. This Lease is a lease of the Land only, and not the Project. Title to the Project will be and remain in Tenant, the applicable Subtenant(s) or other party that own the Project until the expiration of the Term, unless this Lease shall be terminated sooner as herein provided. During the Term, the owner(s) of the Project alone shall be entitled to all of the tax attributes of ownership with respect to the portion of the Project owned, including, without limitation, the right to claim depreciation or cost recovery deductions and the right to claim the low-income housing tax credit described in Section 42 of the Internal Revenue Code of 1986, as amended, as well as all other benefits for federal income tax purposes.**

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ARTICLE 2 LEASE TERM

The “**Term**” of the Lease will commence on the date that Owner provides the Completion Notice to Tenant (the “**Commencement Date**”) and will expire seventy-five (75) years after the Commencement Date (the “**Expiration Date**”).

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ARTICLE 3 RENT

For the entire Term, the rent due under this Lease is Ten Dollars (\$10), which Owner acknowledges to be paid by Tenant in full as of the Effective Date.

ARTICLE 4 THE PROJECT

Tenant will cause the Project to be constructed on the Land in accordance with this Lease and applicable law. Once the Project is constructed on the Land, Tenant will (or will require Subtenants to) keep the Project in a state of good condition, maintenance and repair, with ordinary wear and tear excepted. Tenant may alter the Project in any lawful manner, provided that the Project (as altered) complies with the terms of this Lease. Owner agrees that it will not unreasonably restrict, hinder, delay or otherwise prevent the Project from being constructed, absent a material breach of this Lease by Tenant, or an Event of Default (defined in Section 14.1), that continues beyond any applicable notice and cure period.

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ARTICLE 5 USE OF PREMISES

5.1 **Permitted Uses.** Owner and Tenant agree that the principal purpose of this Lease is (a) to provide Affordable Housing Units (as defined below) for lease to Qualified Tenants (as defined below) for a rent that does not exceed the rent limit set forth in Section 5.65-7 below (collectively, the “**Affordability Requirement**”); (b) to provide Community Housing Units (as defined below) for lease to individuals meeting asset, income and minimum occupancy guidelines approved by the governing housing authority and the City of Ketchum, as ‘community housing’ under the Ketchum City Code (or its successor provisions) (collectively, the “**Community Requirement**”); and (c) provide ground floor commercial space for retail, restaurant, office, service and similar users for the benefit of the general public. Accordingly, the Land and the Project will be used primarily for

the foregoing principal purpose and other uses that may be incidental thereto or in support thereof, and for no other purposes, except as otherwise approved by Owner.

5.2 **Affordable Housing Units.** A “**Affordable Housing Unit**” is each residential dwelling unit in the Project that is designated as being subject to the Affordability Requirement, which will be all residential dwelling units in the Project except Community Housing Units and Employee Housing Units. Tenant agrees to market, lease and operate the Affordable Housing Units on the terms set forth in this Lease.

5.3 **Community Housing Units.** A “**Community Housing Unit**” is each residential dwelling unit in the Project that is designated as being subject to the Community Requirement. Tenant agrees to market, lease and operate the Community Housing Units on the terms set forth in this Lease and the requirements of the Ketchum City Code.

~~5.4 **Employee Housing Units.** A “**Employee Housing Unit**” is each residential dwelling unit in the Project that is designated for occupancy by (or are reserved for occupancy by) a residential tenant household where at least one person of that household is a full time employee (30+ hours per week) primarily providing services with respect to and for the Project. Tenant may designate up to two (2) dwelling units as Employee Housing Units.~~

~~5.5.4~~ **Qualified Tenants.** As used herein, the term “residential tenant” for a Affordable Housing Unit means all persons that lease or occupy the Affordable Housing Unit as a dwelling, whether or not the persons are related. A “**Qualified Tenant**” is any residential tenant household that meets Tenant’s then-current tenant selection criteria for the Project with a household income that does exceed the applicable household income limit of the Applicable Affordable Housing Program (if any is then in effect) or, if no such Applicable Affordable Housing Program is then in effect, then in accordance with the then current applicable household income limits of the Low Income Housing Tax Credit (LIHTC) program. Nothing in this Lease will require Tenant to lease any Affordable Housing Unit to a residential tenant that does not meet Tenant’s then-current tenant selection criteria for the Project (other than limited income as permitted herein). Nothing in this Lease limits Tenant’s right to enforce the terms of any lease or other agreement with a residential tenant (or any the occupant) in the Project.

~~5.6.5~~ **Income Qualification.** Each Affordable Housing Unit must be occupied (or, if unoccupied, made available for occupancy) by a Qualified Tenant. Tenant will verify that each residential tenant meets the income qualification to be a Qualified Tenant, which verification may be by any reasonable method, including the residential tenant’s production of reasonable evidence of residential tenant’s income and residential tenant’s self-certification that income statements are true and correct in all material respects. Once a residential tenant is verified to be a Qualifying Tenant and leases an Affordable Housing Unit, then the residential tenant will remain a Qualifying Tenant for as long as the residential tenant remains a tenant in the Project.

~~5.7.6~~ **Rent Limit for Affordable Housing Units.** To maintain the Affordable Housing Units as affordable, Tenant will charge monthly rent for each Affordable Housing Unit that does not exceed the applicable rent limit of the Applicable Affordable Housing Program (if any is then in effect) or, if no such Applicable Affordable Housing Program is then in effect, then in accordance with the then current applicable rent limits of Low Income Housing Tax Credit (LIHTC) program. If at any time during the Term, Tenant is permitted by the Applicable Affordable Housing Program to exceed the foregoing rent limit for an Affordable Housing Unit for any particular residential tenant, then the portion of the rent that exceeds the foregoing rent limit will be paid to Owner. The

~~C~~ommercial space in the Project and any particular residential tenant with a HUD Section 8 voucher, is excluded from this provision for the Term of the Lease.

~~5.85.7~~ **Ketchum Preference Policy.** Except to the extent prohibited by any Applicable Affordable Housing Program (defined in ~~Section 5.95.10~~) or other applicable law, all Affordable Housing Units and Community Housing Units must be leased in accordance with the then current preference policy or ordinance adopted by the City of Ketchum, if any (a “**Ketchum Preference Policy**”).

~~5.95.8~~ **Annual Reports.** After occupancy of the Project, Tenant will provide Owner with a written report (in any form reasonably requested by Owner) by March 1 of each year that provides reasonable evidence that the Affordable Housing Units have been leased (or made available for lease) in compliance with the Affordability Requirement (as applicable) during the prior calendar year.

~~5.105.9~~ **Federal or State or Local Affordability Programs.** Owner and Tenant intend the Affordability Requirement and this Lease to be adjusted as necessary to allow for the Project to fully take advantage of any then available federal, state or local programs for affordable housing. Affordable housing programs include, by way of example and not limitation, the Low Income Housing Tax Credit (LIHTC) program, HOME investment partnership program (HOME), Community Development Block Grants (CDBG) funding, and the HUD Housing Trust Fund (HTF) program. To the extent that any program requires an amendment or rider to this Lease, Owner agrees to promptly execute any amendment or rider that is reasonably required for the Project to fully participate in the Program. To the extent any element of the Affordability Requirement or this Lease is inconsistent with any federal, state or local state affordable housing program that applies to the Project (or any residential dwelling units therein) (an “**Applicable Affordable Housing Program**”), then the terms of the Applicable Affordable Housing Program will govern over the inconsistent terms of the Affordability Covenant or the Lease.

~~5.115.10~~ **Commercial Tenants.** Tenant may lease the ~~C~~ommercial ~~S~~pace to any party for the occupancy and use thereof (a “**Commercial Tenant**”) provided that (a) the lease is subject to the terms of this Lease; (b) the term of the lease will expire prior to the Term; and (c) the uses allowed in the ~~C~~ommercial ~~S~~pace are limited to office, retail, restaurant, service and similar uses that are open to the general public. Except as restricted by this Lease, Tenant may lease the commercial space in any lawful manner and on any financial terms as Tenant deems appropriate.

~~5.125.11~~ **Prohibited Uses.** Tenant agrees that it will not permit the Land or the Project for (a) any use that constitutes a public or private nuisance in or around the Land; (b) use that violates applicable law; (c) any industrial use; (d) any use related to the service of automobiles or other self-powered machines; (e) any dry-cleaner (or other cleaning service that uses solvents similar to dry-cleaning); (f) any ‘head’ shop or similar operation that sells any paraphernalia related to the use of marijuana, cannabis, tetrahydrocannabinol or other illegal substances; or (g) any use relates to the use, sale, cultivation, manufacture, distribution or marketing of any substance containing any amount of marijuana, cannabis or tetrahydrocannabinol (whether for commercial, medical, or personal purpose) if such activities are prohibited by applicable federal, state or local law (and if the any such activities become lawful under some federal, state or local applicable law, but prohibited by other federal, state or local law, then the such activities will remain prohibited).

ARTICLE 6 SUBLEASE AND ENCUMBRANCE OF LEASEHOLD ESTATE

6.1 **Tenant’s Right to Sublease.** Tenant may, at any time, sublease ~~all or any the commercial~~ portion of the Leasehold Interest (each, a “**Sublease**”) without Owner’s consent, and in that event, the subtenant of the Commercial Sublease (each, a “**Commercial Subtenant**”) will perform all of

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Tenant's obligations under this Lease with respect to the Leasehold Interest subleased under the Commercial Sublease (said Leasehold Interest subleased by the Sublease is hereafter called the "**Subleased Property**"). ~~By way of example, if Tenant enters into a Sublease for portion of the Project that has Affordable Housing Units (or that will be developed into Affordable Housing Units), then the Subtenant of the Sublease will be the "Tenant" under this Lease with respect to the Sublease, and any reference herein to Tenant with respect to the Subleased Property will also mean the Subtenant. For clarity, the following leases are not Subleases under this Lease: (a) the lease of an Affordable Housing Unit, Community Housing Unit or Employee Housing Unit to a qualifying residential tenant thereof; and (b) the lease of Commercial Space to a Commercial Tenant. Any other Sublease will be governed by Article 11 with respect to Owner's consent.~~ ~~A~~The Sublease must specify that the Sublease is limited to the Leasehold Interest, and must have a stated expiration date which is prior to expiration of the Term, but no shorter than forty (40) years. Tenant will cause a true, complete and correct copy of the original of each Sublease, together with written notice containing the name and address of the holder Subtenant, to be delivered to Owner within ten (10) days of Tenant's execution and delivery of the Sublease or Leasehold Mortgage. Subject to the terms of this Lease, and the rights of any Recognized Interest Holder (defined in Section 6.4) under any Leasehold Mortgage (defined in Section 6.2), a Subtenant may enforce its rights under its Sublease and take possession of the Leasehold Interest subleased under the Sublease (said Leasehold Interest subleased by the Sublease is hereafter called the "**Subleased Property**"), in any lawful way.

6.2 **Tenant's Right to Encumber.** Tenant may, at any time, encumber all or any portion of the Leasehold by deed of trust, mortgage or other security instrument (collectively, "**Leasehold Mortgage**"). Any Leasehold Mortgage of any part of the Leasehold Interest must be expressly subject and subordinate to the terms of this Lease. Tenant covenants to pay the indebtedness secured by any Leasehold Mortgage when the same will become due and payable, and to perform, when the performance is required, all obligations of the mortgagor thereunder. Tenant further agrees not to suffer or permit any default to occur and continue under any Leasehold Mortgage beyond any applicable cure period. The Leasehold Mortgage will specify that the indebtedness is that of Tenant only and is not the indebtedness of Owner and that the lien of the Leasehold Mortgage is limited to the Leasehold Interest. Each Leasehold Mortgage must, by its own terms, have a stated maturity date which is prior to expiration of the Term, but no shorter than forty (40) years, and Tenant covenants that it will be so paid and that the Leasehold Interest will be released from the lien prior to the expiration of the Term. Tenant will cause a true, complete and correct copy of the original of each Leasehold Mortgage, together with written notice containing the name and address of the holder thereunder (the "**Mortgagee**"), to be delivered to Owner within ten (10) days of Tenant's execution and delivery of the Mortgage to the Mortgagee. Subject to the terms of this Lease and the Leasehold Mortgage, a Mortgagee may enforce its rights under its Leasehold Mortgage and succeed to the Leasehold Interest encumbered by the Leasehold Mortgage (said Leasehold Interest encumbered by the Leasehold Mortgage is hereafter called the "**Leasehold Mortgage Property**"), in any lawful way, including possession through foreclosure, assignment and/or deed or assignment in lieu of foreclosure, and upon foreclosure of the Leasehold Mortgage or acceptance of an assignment and/or deed in lieu of foreclosure to the leasehold estate, take possession of the Leasehold Mortgage Property subject to the interests of the Project tenants.

6.3 **Owner's Rights.** Owner will not be required (a) to pledge its fee interest in the Land to secure any Sublease or Leasehold Mortgage; (b) to subordinate the fee interest to the rights of any Subtenant or Mortgagee; or (c) to assume in any manner any liability of Tenant under any Sublease or Leasehold Mortgage. The Sublease must specify that the Sublease is limited to the Leasehold Interest. The Sublease must, by its own terms, have a stated expiration date which is prior to expiration of the Term, but no shorter than forty (40) years. Tenant will cause a true, complete and

correct copy of the original of each Sublease or Leasehold Mortgagee, together with written notice containing the name and post office address of the holder thereunder, to be delivered to Owner within ten (10) days of Tenant's execution and delivery of the Sublease or Leasehold Mortgage.

6.4 **Notices to Recognized Interest Holder.** Any Subtenant or Mortgagee may give notice to Owner of its name and address (who is sometimes referred to herein as a "**Recognized Interest Holder**") in the manner provided in this Lease, and if the notice is given, Owner will give to the Recognized Interest Holder a copy of each notice of default given pursuant to Section 15.144.1 by Owner to Tenant (the "**Owner Notice**") at the same time as and whenever any Owner Notice will thereafter be given by Owner to Tenant, addressed to the Recognized Interest Holder at its address last furnished to Owner (the "**Holder Notice**"). No notice by Owner to Tenant hereunder will be deemed to have been duly given unless and until a copy thereof has been served on the Recognized Interest Holder in the manner provided in this Lease.

6.5 **Recognized Interest Holder Provisions.** Owner agrees that it will not accept the surrender of the Land by Tenant prior to the termination of this Lease, or consent to the modification of any term of the Lease which materially alters the rights and obligations of the parties hereunder, or consent to the termination thereof by Tenant, without the prior written approval of each Recognized Interest Holder, in each instance, which approval will not be unreasonably withheld, conditioned or delayed. Owner further agrees that it will not seek to terminate the Lease or Tenant's right of possession thereunder by reason of any act or omission of Tenant until:

- (1) Owner has given to each Recognized Interest Holder a copy of the Owner Notice with respect to the Event of Default, as defined hereafter in Section 15.144.1, upon which the proposed termination is based;
- (2) after the expiration of all applicable notice and grace periods set forth under the Lease or any Leasehold Mortgage with respect to the Event of Default (a "**Lease Default**"), Owner will have given written notice to each Recognized Interest Holder of the failure of Tenant to cure the Hlease Default. The Holder Notice will be sent by certified mail, return receipt requested or by a nationally recognized commercial overnight delivery service to the address designated in writing to Owner by each Recognized Interest Holder (or any other address as may hereinafter be designated in writing to Owner by each Recognized Interest Holder); and
- (3) a reasonable period of time will have elapsed following the receipt of the Holder Notice, during which period any Recognized Interest Holder will have the right, but will not be obligated, to remedy the Hlease Default, Owner agreeing to accept any remedy by any Recognized Interest Holder as if the same had been performed by Tenant.

As used herein, a reasonable period of time will be 60 days if the Hlease Default can be remedied during the 60 day period; provided, however, if the Hlease Default cannot be remedied during the 60 day period, then the period of time as is necessary to remedy the Hlease Default (not to exceed one-hundred twenty (120) days), provided any Recognized Interest Holder has commenced to cure the Hlease Default within the 60 day period and continues to diligently prosecute the same. Any default that, by its nature, is not capable of being cured by Recognized Interest Holder will be deemed cured whether or not the default is cured, but as to Recognized Interest Holder only and not as to Tenant. Further:

- (a) Owner will accept performance by any Recognized Interest Holder of any covenant, condition or agreement on Tenant's part to be performed hereunder with the same force and effect as though performed by Tenant.
- (b) If the Recognized Interest Holder is a Mortgagee, then the time for the Recognized Interest Holder to cure any Lease Default by Tenant which reasonably requires that the Recognized Interest Holder be in possession of the Leasehold Mortgage Property to do so, will be deemed extended to include the period of time required by the Recognized Interest Holder to obtain the possession or obtain Tenant's interest in the Leasehold Mortgage Property (by foreclosure or otherwise) with due diligence; provided, however, that the Recognized Interest Holder will have delivered to Owner its written commitment to cure outstanding Lease Defaults reasonably requiring possession of the Leasehold Mortgage Property and which are capable of being cured by the Recognized Interest Holder (which commitment may be revoked by Recognized Interest Holder by written notice to Owner); and further provided, however, that during the period all other obligations of Tenant under this Lease are being duly performed to the extent that the other obligations are capable of being performed by the Recognized Interest Holder, including but not limited the payment of rent and other monetary obligations due Owner.
- (c) The provisions of this Section 6.5 are for the benefit of each Recognized Interest Holder and may be relied upon and will be enforceable by each Recognized Interest Holder and their respective successors and assigns. Neither a Recognized Interest Holder nor any other holder or owner of the indebtedness secured by a Leasehold Mortgage or otherwise will be liable upon the covenants, agreements or obligations of Tenant contained in this Lease, unless and until the Recognized Interest Holder or that holder or owner acquires the interest of Tenant, and then only to the extent set forth in this Section 6.5. Owner and Tenant agree to execute the documentation reasonably requested by a Recognized Interest Holder consistent with the terms and provisions of this Article 6.
- (d) Anything herein contained to the contrary notwithstanding, the provisions of this Section 6.5 will inure only to the benefit of all Recognized Interest Holders and their respective successors and assigns. If more than one the Mortgagee (one the Mortgagee being intended to include multiple mortgagees holding a single mortgage or deed of trust) will make written requests upon Owner for a new ground lease in accordance with the provisions of this Section, the new ground lease will be entered into pursuant to the request of the Recognized Interest Holder whose Leasehold Mortgage will be prior in lien thereto according to the records of Blaine County and thereupon the written requests for a new ground lease of each person junior in priority will be deemed to be void and of no force and effect.

6.6 Other Miscellaneous Provisions Concerning Leasehold Mortgages

- (a) At Tenant's request, Owner will execute a written agreement with a Recognized Interest Holder in which Owner agrees that it consents to the granting of the Sublease or Leasehold Mortgage and that Owner will not disturb the tenancy or rights of the Recognized Interest Holder (its successors or assigns and any subsequent purchaser) so long as the Recognized Interest Holder (its successors or assigns and subsequent purchaser) cures any existing defaults as required herein and commits no default beyond the applicable notice and curative periods hereunder and is otherwise in full compliance with the terms of this Lease. Additionally, Owner will execute the other documentation reasonably requested to confirm the rights of a Recognized Interest Holder hereunder; provided, under no circumstances

will Owner be responsible for the payment of the debt secured by the Leasehold Mortgage, and in no event will Owner's fee simple estate in the Land, including Owner's reversionary interest in the Project be subject or subordinate to any Sublease or the lien of the Leasehold Mortgage.

- (b) Owner agrees that it will promptly make the reasonable amendments or modifications of the Lease as are requested by any Recognized Interest Holder, provided that there will be no adverse change in any of the substantive rights, duties or obligations of Owner under this Lease. The preceding sentence is effective regardless of the fact that the Recognized Interest Holder may make the request prior to the execution of the applicable Sublease or Leasehold Mortgage; in that event, said amendments or modifications to the Lease will become effective as of the execution of the Sublease or Leasehold Mortgage.

ARTICLE 7 TAXES

From and after the Commencement Date and continuing thereafter during the Term, Tenant will pay or cause to be paid all real and personal property taxes, general and special assessments, and all other charges, assessments and taxes of every description, levied on or assessed against the Land, the Project and other improvements located on the Land. Tenant will make all payments directly to the appropriate charging or taxing authority before delinquency. If, however, the law expressly permits the payment of any or all of the above items in installments (whether or not interest accrues on the unpaid balance), Tenant may, at Tenant's election, utilize the permitted installment method, but will pay each installment before delinquency. All payments of taxes or assessments will be prorated for the year in which this Lease commences and for the year in which the Lease terminates. Tenant will have the right to contest or review by legal proceedings, as permitted under applicable law, any assessed valuation, real estate tax, or assessment; provided that, unless Tenant has paid the tax or assessment under protest, Tenant will furnish to Owner (i) proof reasonably satisfactory to Owner that the protest or contest may be maintained without payment under protest, and (ii) a surety bond or other security reasonably satisfactory to Owner securing the payment of the contested item or items and all interest, penalty and cost in connection therewith upon the final determination of the contest or review. Any amount already paid by Tenant and subsequently recovered by Owner or Tenant as the result of the contest or review will be for the account of Tenant.

ARTICLE 8 MAINTENANCE AND REPAIR

Tenant agrees that it will, at its own expense, maintain or cause to be maintained the entire Land, the Project and any other improvements and appurtenances thereto and every part thereof, in good order, condition and repair and in accordance with applicable law. ~~In-Subject to the terms and conditions of any Leasehold Mortgage, in~~ the event any repairs required to be made under the provisions of this Lease are not made within thirty (30) days after written notice from Owner to do so, then Owner may, at its option, enter upon the Land and repair the same, and the cost and expense of the repairs, with interest at the applicable legal rate will be due and paid by Tenant to Owner upon demand.

ARTICLE 9 MECHANICS' LIENS

Tenant will not suffer, create or permit any mechanic's liens or other liens to be filed against the fee interest of Owner in the Land or Project by reason of any work, labor, services or materials supplied or claimed to have been supplied to Tenant or anyone holding the Land or any part thereof through or under Tenant. If any mechanic's or laborer's liens or materialman's lien will be recorded against the Land or the Project, then within sixty (60) days after notice of the filing thereof, or fifteen (15) days after Tenant is served with a complaint to foreclose said lien or Owner advises Tenant in writing that Owner has been served with the complaint, whichever is earlier, Tenant will use commercially reasonable efforts cause the lien to be

removed, or will transfer the lien to bond for the benefit of Owner pursuant to applicable law. If Tenant in good faith desires to contest the lien, Tenant will be privileged to do so, but in that case Tenant agrees to indemnify and save Owner harmless from all liability for damages, including attorneys' fees and costs, occasioned thereby and will, in the event of a judgment of foreclosure upon any mechanic's, laborer's or materialman's lien, cause the same to be discharged and removed prior to the execution of the judgment.

ARTICLE 10 CONDEMNATION

10.1 **Interests of Parties on Condemnation.** If the Land or any part thereof will be taken for public purpose by condemnation as a result of any action or proceeding in eminent domain, or will be transferred in lieu of condemnation to any authority entitled to exercise the power of eminent domain, the interests of Owner, Tenant and any Recognized Interest Holder in the award or consideration for the transfer, and the allocation of the award and the other effect of the taking or transfer upon this Lease, will be as provided by this [Article 10](#).

10.2 **Total Taking.** If the entire Land is taken, then (a) the right of Tenant and each Subtenant to possess the Land under this Lease will terminate on the date title to the Land vests in the condemning authority; and (b) this Lease will terminate after Tenant and each Recognized Interest Holder has received all amounts that it may be entitled to receive with respect to the taking.

10.3 **Partial Taking.**

(a) In the event of taking or transfer of only a part of the Land, leaving the remainder of the Land in a location, form, shape or reduced size as to be not effectively and practicably usable in the good faith opinion of Tenant (and each Subtenant, if any) for the operation thereon of the Project, taking into consideration the effect, if any, of the taking on the availability of parking proximately located to the Project, and if Owner and any Recognized Interest Holder agrees with the determination of the Tenant (and each Subtenant, if any), which consent will not be unreasonably withheld, this Lease and all right, title and interest thereunder may be terminated by Tenant (and each Subtenant, if any) giving, within sixty (60) days of the occurrence of the event, thirty (30) days' notice to Owner and any Recognized Interest Holder of Tenant's (and each Subtenant's, if any) election to terminate.

(b) In the event of a taking of only a part of the Land leaving the remainder of the Land in a location, form, shape or reduced size as to be used effectively and practicably in the good faith opinion of Tenant (and each Subtenant, if any) for the purpose of operation of the Project therein, and if Owner and any Recognized Interest Holder agrees with the determination of Tenant (and each Subtenant, if any), which consent will not be unreasonably withheld, this Lease will terminate only as to the portion of the Land so taken or transferred as of the date title to the portion vests in the condemning authority, and will continue in full force and effect as to the portion of the Land not so taken or transferred. If title and possession of a portion of the Land is taken under the power of eminent domain, and the Lease continues as to the portion remaining, all compensation and damages ("Compensation") payable to Tenant (or the applicable Subtenant, if any) by reason of any improvements so taken will be available to be used, to the extent reasonably needed, by Tenant (or the applicable Subtenant, if any) in replacing any improvements so taken with improvements of the same type as the remaining portion of the Land.

10.4 **Allocation of Award.** Any Compensation awarded or payable because of the taking of all or any portion of the Land by eminent domain will be awarded in accordance with the values of the

respective interests in the Land and all improvements thereon immediately prior to the taking. The value of Owner's interest in the Land immediately prior to a taking will include the then value of its interest in the Land prior to the Expiration Date of this Lease, together with the value of its reversionary interest in the Land and Project after the Expiration Date. The value of Tenant's interest in the Land immediately prior to a taking will include the then value of its interest in the Land and Project for the remainder of the Term. The values will be those determined in the proceeding relating to the taking or, if no separate determination of the values is made in the proceeding, those determined by agreement between Owner, Tenant and any affected Recognized Interest Holders. If the agreement cannot be reached, the values will be determined by an appraiser or appraisers appointed in the manner by agreement of the parties to the dispute, or if no agreement is reached within a reasonable period of time, then an appraiser or appraisers appointed by an arbitrator appointed under Idaho Uniform Arbitration Act. In the event of separate awards, then each party may retain the separate awards made to each and any of them. To the extent any outstanding amount under any Leasehold Mortgagee exists, then the outstanding balance of the Leasehold Mortgage will be satisfied first from Tenant's award or share of the award, and if the share is insufficient, then Tenant will pay the balance from its own resources.

(a) The Tenant recognizes that it would be contrary to the purposes of this Declaration Lease if the Tenant could receive more than the as-is restricted and encumbered value of the Project ("Maximum Sale Price") as the result of an eminent domain proceeding or foreclosure. It would also be contrary to the purposes of this Declaration Lease if the Tenant could receive financial benefit by violating Article 1+2 Assignment. Therefore, the Tenant hereby irrevocably assigns to Owner all net proceeds of eminent domain proceeding or foreclosure or assignment, that would otherwise have been payable to the Tenant after satisfaction of all Mortgages, if applicable, and that exceed the amount of proceeds that the Tenant would have received if the property had been sold only for the Maximum Sale Price or used only in accordance with Section 10.6 ("Excess Proceeds"). For the avoidance of doubt, the Tenant authorizes and instructs any party conducting any eminent domain proceeding or foreclosure to pay such Excess Proceeds directly to Owner. If, for any other reason, Excess Proceeds are paid to Tenant, Tenant hereby agrees to promptly pay such amount to Owner.

Commented [MAJ2]: Unclear what this is referring to? I can't sort out as I don't have the original document this was cut and paste from to understand what it's trying to refer to. Maybe 10.4(d)?

(b) The Owner shall have, and the Tenant hereby grants and consents to, a lien upon the property for any Excess Proceeds. Such lien shall be prior to all other liens and encumbrances on the property except (i) liens and encumbrances recorded before the recording of this Declaration and (ii) liens for real property taxes and other governmental assessments or charges against the property.

(c) The Owner, at its sole cost and expense, will may obtain an Appraisal of the Project to include the Maximum Sale Price (as-is restricted and encumbered value of the property) and the fair market, unencumbered value;

(d) The Owner will calculate Excess Proceeds by subtracting the Maximum Resale Price from the fair market value of the Project, as determined by the Appraisal; and

1. If the calculation in subparagraph (d) results in a negative number (in other words, if the Maximum Resale Price is higher than the fair market value), the Tenant will not owe any Excess Proceeds, and the Owner shall promptly record a release of this Declaration; or

2. If the calculation in subparagraph (d) results in a positive number (in other words, if the Maximum Resale Price is lower than the fair market value), the Tenant shall pay the Excess Proceeds to the

~~Municipality Owner within 90 days after receiving the Municipality's Owner's calculation, and the Municipality shall then promptly record a release of this Declaration.~~

Commented [MAJ3]: Seems long.

10.5 **Voluntary Conveyance.** Any voluntary conveyance by Owner under threat of a taking under the power of eminent domain in lieu of formal proceedings will be deemed a taking within the meaning of this Article 10.

~~(a) The Tenant recognizes that it would be contrary to the purposes of this Declaration if the Tenant could receive more than the as is restricted and encumbered value of the Project ("Maximum Sale Price") as the result of an eminent domain proceeding or foreclosure. It would also be contrary to the purposes of this Declaration if the Tenant could receive financial benefit by violating Article 11 Assignment. Therefore, the Tenant hereby irrevocably assigns to Owner all net proceeds of eminent domain proceeding or foreclosure, that would otherwise have been payable to the Tenant after satisfaction of all Mortgages, if applicable, and that exceed the amount of proceeds that the Tenant would have received if the property had been sold only for the Maximum Sale Price or used only in accordance with Section 10.6 ("Excess Proceeds"). For the avoidance of doubt, the Tenant authorizes and instructs any party conducting any eminent domain proceeding or foreclosure to pay such Excess Proceeds directly to Owner. If, for any other reason, Excess Proceeds are paid to Tenant, Tenant hereby agrees to promptly pay such amount to Owner.~~

~~(a) The Owner shall have, and the Tenant hereby grants and consents to, a lien upon the property for any Excess Proceeds. Such lien shall be prior to all other liens and encumbrances on the property except (i) liens and encumbrances recorded before the recording of this Declaration and (ii) liens for real property taxes and other governmental assessments or charges against the property.~~

~~(a) The Owner, at its sole cost and expense, will obtain an Appraisal of the Project to include the Maximum Sale Price (as is restricted and encumbered value of the property) and the fair market, unencumbered value.~~

~~(a) The Owner will calculate Excess Proceeds by subtracting the Maximum Resale Price from the fair market value of the Project, as determined by the Appraisal, and~~

~~1. If the calculation in subparagraph (C) results in a negative number (in other words, if the Maximum Resale Price is higher than the fair market value), the Tenant will not owe any Excess Proceeds, and the Owner shall promptly record a release of this Declaration; or~~

~~1. If the calculation in subparagraph (C) results in a positive number (in other words, if the Maximum Resale Price is lower than the fair market value), the Tenant shall pay the Excess Proceeds to the Municipality within 90 days after receiving the Municipality's calculation, and the Municipality shall then promptly record a release of this Declaration.~~

ARTICLE 11 ASSIGNMENT FORECLOSURE & PURCHASE OPTION

Section 1.01 Survival of Declaration Upon Exercise of Remedies by Mortgages.

(a) If the Mortgagee, deed of trust, or other encumbrance on the Project conducts a foreclosure sale, accepts a deed in lieu of foreclosure, or exercises any other right or remedy that results in the Tenant no longer having title to the Project Site (any such right or remedy, a "Foreclosure Action"), this Declaration shall run with the land pursuant to Section 1.02 above and shall continue to encumber the Home as follows:

1. This Declaration shall survive until expiration of the Owner's Purchase Option under Section 7.03 below, specifically 180 days to exercise the Purchase Option and 90 days to complete the purchase. If the Owner exercises the Purchase Option, completes purchase of the Project, and satisfies the amounts owed under the Mortgage, this Declaration shall continue in full force and effect. If the Owner fails to exercise the Purchase Option, or exercises the Purchase Option but fails to complete the purchase within the 90-day period allowed by Section 11.02, or fails to satisfy the amounts owed under the Mortgage, then this Declaration shall terminate and be of no further force and effect, and the Owner shall cooperate with the Mortgagee or transferee at the Foreclosure Action to record a termination and release.

(b) The Tenant expressly authorizes any Mortgagee to provide Owner with any information requested by Owner with respect to the obligations secured by a mortgage, deed of trust, or other security instrument encumbering the Project, including without limitation, the original or maximum principal amount of the loan, the interest rate and other terms governing repayment, payment history, including any history of delinquent payments, current payments of principal, interest, and late fees due or delinquent, and the amount of total obligations currently secured by the Mortgage.

(c) The Tenant understands and agrees that nothing in this Declaration (i) in any way constitutes a promise or guarantee by the Owner that the Mortgagee shall actually receive the Mortgage Satisfaction Amount or any other price for the Site, or (ii) impairs the rights and remedies of the Mortgagee in the event of a deficiency.

Section 1.02 If Potential Foreclosure, the Municipality Has an Option to Purchase the Site.

(a) At least 60 days prior to any potential Foreclosure Action, the Tenant must notify the Owner of (i) the name of the lender on the note triggering the potential foreclosure activity; (ii) the original amount and date of the note, the existing balance, and the annual debt cost; (iii) the position of the note relative to other liabilities on the property; (iv) a detailed description of the circumstances that have prevented timely payment of interest on the note; (v) a detailed description of efforts between the Tenant and the holder of the note to reach an agreement to modify the terms of the note to prevent foreclosure; and (vi) any relationship between the holder of the note and the Tenant by familial relationships, common principals, owners or employees.

(b) Upon (i) Owner's receipt of notice of a Foreclosure Action ~~under Article VII~~; (ii) any sale or transfer resulting from a Foreclosure Action under Article VII; and/or (iii) an **Event of Default** ~~under Article IX~~ (any of the foregoing, an "Option Trigger Event"), the ~~Municipality~~ Owner shall have the option to purchase the Project at the amount of such total obligations under the Mortgage (the "Purchase Option"). For purposes of this subparagraph ~~(iii)~~, (A) the amount of total obligations owed to the Mortgagee shall be calculated as of the date the sale to the Owner closes, and (B) no Option Trigger Event occurring after a sale or transfer resulting from a Foreclosure Action shall trigger an additional Purchase Option (rather, the Owner shall be limited to the single Purchase Option initially triggered by the sale or transfer resulting from the Foreclosure Action).

Commented [MAJ4]: I think most of this (at least the intent) is already covered by Article 6.

Commented [MAJ5]: Does the City really want this? The

The Purchase Option is designed to further the purpose of preserving the affordability of the Project for succeeding Eligible Renters while taking fair account of the investment by the Tenant.

(c) If the Owner elects to purchase the Project, the Owner shall exercise the Purchase Option by notifying the current Tenant and any Mortgagee in writing of such election (the “**Notice of Exercise of Option**”) within 180 days after the Option Trigger Event, or the Option shall expire. Having given such notice, the ~~Municipality~~ **Ownership** may (i) proceed to purchase the Project directly or (ii) assign the Purchase Option to another entity that would maintain a similar ~~deed restriction~~ program.

(d) The purchase (by Owner or Owner’s assignee) must be completed within 90 days after the ~~Municipality’s~~ Notice of Exercise of Option, or the Purchase Option shall be of no further force and effect with respect to such Option Trigger Event. Except as provided ~~in Section 1.01~~ to the contrary and except in the case of a Foreclosure Action, the Purchase Option shall remain in effect with respect to Option Trigger Events occurring after the subject Option Trigger Event. The time permitted for the completion of the purchase may be extended by mutual agreement of the Owner or it’s assignee and the Tenant and, if applicable, the Mortgagee undertaking the Foreclosure Action.

Section 1.03 Distribution of Sales Proceeds. In the event that the Owner does not exercise the Purchase Option, the proceeds of any sale conducted in accordance with Article 10 shall be distributed as follows: First to satisfy Mortgages in order of priority, second to pay the Owner’s Unpaid Amounts and Excess Proceeds, third to pay taxes, and any statutory or municipal fees currently due and payable, fourth to pay amounts owed to any other secured lien holders.

ARTICLE 12 ASSIGNMENT

Tenant may not assign, sublease, convey or transfer this Lease or the Leasehold Estate, other than as expressly permitted in Article 5 and Article 6 of this Lease, without the prior written consent of Owner, which Owner will not unreasonably withhold. No assignment, sublease, conveyance or transfer of this Lease or the Leasehold Estate will release Tenant from this Lease, and Tenant will remain fully liable for all obligations binding upon Tenant under this Lease. In the event of an approved sale or transfer of Tenant’s interest in this Lease, which will be subject to any applicable terms and conditions of any Leasehold Mortgage, if any, any approved assignee will be required to assume in writing the “Tenant” obligations under this Lease.

Article 12 ARTICLE 13 INSURANCE AND INDEMNIFICATION

~~12.13.1~~ **13.1 Comprehensive Liability Insurance.** Tenant will, at its cost and expense, at all times during the Term, maintain in force, for the joint benefit of Owner, ~~and~~ Tenant, **and all Recognized Interest Holders**, a commercial general liability insurance policy or its equivalent issued by a carrier licensed to do business the State of Idaho with a Best’s Insurance Guide Rating of A+, by the terms of which Owner, ~~and~~ Tenant, **and all Recognized Interest Holders**, are named as insureds or additional insureds, as the case may be, and are indemnified against liability for damage or injury to the Land or person (including death) of any person entering upon or using the Land or the Project. The insurance policy or policies will be maintained on the minimum basis of \$1,000,000.00 for damage to property and for bodily injury or death as to any person, and \$1,000,000.00 as to any one accident. Owner reserves the right to require reasonable increases in the limits of coverage

from time to time during the Term; and the requested increase will be deemed reasonable if consistent with commercially reasonable practices for similar projects in the same geographic area. The insurance policy or policies will be stated to be primary and noncontributing with any insurance which may be carried by Owner. Evidence of said insurance will be delivered to Owner on the Commencement Date, and evidence of renewal will be delivered to Owner not less than fifteen (15) days prior to the renewal date of any insurance policies during the Term. In the event Tenant fails to timely pay any premium when due, Owner will be authorized, but not obligated, to do so, and may charge all costs and expenses thereof, including the premium and interest at the maximum rate allowed by law, to Tenant, to be paid by Tenant.

~~12.2~~13.2 **Fire and Extended Coverage Property Insurance.** Tenant will, at its cost and expense and at all times during the Term, maintain in force, for the joint benefit of Owner, Tenant and all Recognized Interest Holders, a policy of insurance against loss or damage to the Project by fire and lightning, and the other perils as are covered under a "Cause of Loss-Special Form" policy or equivalent together with the broadest form of the "extended coverage" or "all risk" endorsements, or equivalent, available in Idaho including damage by wind storm, hurricane, explosion, smoke, sprinkler leakage, vandalism, malicious mischief and any other risks as are normally covered by the endorsements. Owner will be named as an additional insured on the policy of insurance, and any Recognized Interest Holder will be named as required by the Sublease or Leasehold Mortgage, and subject to terms of the Sublease or Leasehold Mortgage any insurance proceeds will be applied in the manner as set forth in this Lease. The insurance will be carried and maintained to the extent of full (actual) replacement cost of the Project; provided however, that during the period of construction, Tenant will provide or cause to be provided in lieu thereof builders' risk or similar type of insurance to the full replacement costs thereof. The insurance policy or policies will be stated to be primary and noncontributing with any insurance which may be carried by Owner. Evidence of said insurance will be delivered to Owner on the Commencement Date. Evidence of renewal will be delivered to Owner not less than fifteen (15) days prior to the renewal date of any insurance policies during the Term. In the event Tenant fails to timely pay any premium when due, Owner will be authorized, but not obligated, to do so, and may charge all costs and expenses thereof, including the premium and interest at Owner's Interest Rate, to Tenant, to be paid by Tenant as additional rent hereunder. Owner will have no obligation to obtain insurance for the benefit of Tenant.

~~12.3~~13.3 **Evidence of Insurance.** Evidence of the required liability insurance will be delivered to Owner on the Commencement Date. Evidence of the required property insurance will be delivered to Owner prior to construction of the Project. Evidence of renewal will be delivered to Owner not less than fifteen (15) days prior to the renewal date of any insurance policies during the Term. In the event Tenant fails to timely pay any premium when due, Owner will be authorized, but not obligated, to do so, and may charge all costs and expenses thereof, including the premium and interest at Owner's Interest Rate, to Tenant, to be paid by Tenant as additional rent hereunder. Owner will have no obligation to obtain insurance for the benefit of Tenant.

~~12.4~~13.4 **Waiver of Subrogation.** Owner and Tenant and all parties claiming under them mutually release and discharge each other from all claims and liabilities arising from or caused by any casualty or hazard covered or required hereunder to be covered in whole or in part by the casualty and liability insurance to be carried on the Project, the Land or in connection with any improvements on or activities conducted on the Land and the Project, and waive any right of subrogation which might otherwise exist in or accrue to any person on account thereof, and evidence the waiver by endorsement to the required insurance policies, provided that the release will not operate in any case where the effect is to invalidate or substantially increase the cost of the insurance coverage (provided that in the case of increased cost, the other party will have the right,

within thirty (30) days following written notice, to pay the increased cost, thereby keeping the release and waiver in full force and effect).

~~12.5~~13.5 **Indemnification.** Tenant (and each Subtenant, but only with respect to the Subleased Property) hereby agrees to indemnify, defend and save Owner harmless from and against any third-party claims, losses, damages and expense (including attorneys' fees and costs through litigation and all appeals) in connection with the loss of life, personal injury and damage to property caused by (a) any occurrence in, upon, at or about the Land or Project; (b) the occupancy, use, construction upon and maintenance of the Land and Project by Tenant (or the applicable Subtenant), and its guests and invitees, and any party acting by, through or under any of them; and (c) any wrongful or negligent act or failure to act by Tenant (or the applicable Subtenant) or its employees, agents or contractors. Nothing contained herein will be construed to make Tenant or any Subtenant liable for any injury or loss caused by the negligence, gross negligence or willful misconduct of Owner or any agent or employee of Owner.

~~Article 13~~ARTICLE 14 **DAMAGE AND DESTRUCTION**

~~13.1~~14.1 **Tenant's Duty to Restore Property.** If any buildings or improvements now or hereafter on the Land are damaged and/or destroyed in whole or in part by fire, theft, the elements, or any other cause, this Lease will continue in full force and effect, and Tenant, at its sole cost and expense, will have the right to repair and restore the damaged or destroyed Project in any matter permitted by this Lease or any Leasehold Mortgage. The work of repair and restoration will be commenced by Tenant as soon as reasonably possible, with due consideration given to, among other things, clearing of damaged portions of the Land and site preparation, adjustment of insurance claims, redesign, rebidding and repermitting, obtaining a new loan or loans for construction or repair. Tenant will proceed diligently to commence repairs and restoration. Once construction has commenced, Tenant will proceed diligently thereafter to complete the construction or repair, subject to reasonable delays due to force majeure events or events beyond the reasonable control of Tenant. Tenant will not be responsible for delays caused by force majeure events or for reasons beyond the reasonable control of Tenant.

~~13.2~~14.2 **Option to Terminate Lease for Destruction.** Notwithstanding ~~Section 14.1~~Section 14.1 above, and subject to the terms and conditions of any Leasehold Mortgage, if the Project is damaged or destroyed by fire, theft or any other casualty, then Tenant will have the option of terminating this Lease by at least sixty (60) days' prior written notice of Tenant's intent to do so. If Tenant elects to terminate this Lease, then Tenant will also be required to remove, at Tenant's own expense, all debris and remains of the damaged improvements from the Land.

~~Article 14~~ARTICLE 15 **DEFAULTS AND REMEDIES**

~~14.1~~15.1 **Defaults.** Each of the following events will constitute an "Event of Default":

~~14.1.1~~15.1.1 Tenant's abandonment of the Land, or the improvements now or hereafter constructed thereon, where the abandonment continues for a period of sixty (60) days after notice thereof by Owner to Tenant;

~~14.1.2~~15.1.2 Any violation of the Affordability Requirements or use restrictions set forth in this Lease; provided, however, as to any violations of the use restrictions by any Subtenant, tenant or occupant of the Project, then Tenant's only obligation is to take reasonable action to stop the violation by the Subtenant, tenant or occupant promptly after receipt of written notice from Owner specifying the violation of the use restriction. The reasonable action

may include legal or equitable actions to enforce the use restrictions against the Subtenant, tenant or occupant; provided, however, Tenant will not be obligated to pursue the termination of any Sublease or the eviction of the Qualified Tenant.

~~14.1.3~~15.1.3 Tenant's failure to pay any monetary obligations of any nature whatsoever required to be paid by Tenant under this Lease when due and payable;

~~14.1.4~~15.1.4 Tenant's failure to observe or perform any other material covenants, conditions or agreements under this Lease.

~~14.2~~15.2 **Notice and Right to Cure.** As to any Event of Default occurring under this Lease, Tenant will have thirty (30) days after written notice is given by Owner specifying the nature of the default to cure the default; provided, however, that if after exercise of due diligence and its best efforts to cure the non-monetary default Tenant is unable to do so within the thirty (30) day period, then the curing period will be extended for the reasonable time as may be reasonably approved by Owner for curing the default, so long as Tenant continues to diligently prosecute to completion the curing of the default.

~~14.3~~15.3 **Remedies.** If any default by Tenant will continue uncured upon expiration of the applicable curing period, then subject to the rights of any Mortgagee or Subtenant under this Lease, Owner may, at Owner's election, terminate this Lease by notice to Tenant. All Tenant's rights in the Land, the Project and in all improvements will terminate upon termination of this Lease. Promptly after any termination, Tenant will surrender and vacate the Land and the Project, and Owner may re-enter and take possession of the Land and the Project, subject to (a) any Subleases where the Subtenant is not in default beyond any applicable cure period; (b) any leases authorized pursuant to Article 5, all of which will remain in full force and effect; and (c) any federal or state affordability programs to which the Project (or individual residential units therein) may be bound. Termination under this paragraph will not relieve Tenant from the payment of any sum then due to Owner, or from any claim for damages previously accrued, or then accruing, against Tenant. Owner will utilize commercially reasonable efforts to mitigate damages in case an Event of Default will occur.

~~Article 15~~ **ARTICLE 16** SURRENDER AND REMOVAL

Upon any termination of the Term, Tenant will surrender possession of the Land and all improvements constructed and installed thereon. Tenant may remove, or cause to be removed, all personal property, trade fixtures and equipment of Tenant, other than permanent fixtures, from the Land within thirty (30) days after the date of any termination of this Lease; thereafter all personal property, trade fixtures and equipment not removed will belong to Owner without the payment of any consideration.

~~Article 16~~ **ARTICLE 17** HAZARDOUS MATERIALS

~~16.1~~17.1 **Definition. "Hazardous Materials"** means any material, substance or waste that is or has the characteristic of being hazardous, toxic, ignitable, reactive or corrosive, including, without limitation, petroleum, PCBs, asbestos, materials known to cause cancer or reproductive problems and those materials, substances and/or wastes, including infectious waste, medical waste, and potentially infectious biomedical waste, which are or later become regulated by any local governmental authority, the State of Idaho or the United States Government, including substances defined as "hazardous substances," "hazardous materials," "toxic substances" or "hazardous wastes" in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. § 9601, *et seq.*; the Hazardous Materials Transportation Act, 49 U.S.C. § 1801, *et seq.*; the Resource Conservation and Recovery Act, 42 U.S.C. § 6901, *et seq.*; all

corresponding and related State of Idaho and local statutes, ordinances and regulations, including without limitation any dealing with underground storage tanks; and in any other environmental law, regulation or ordinance now existing or hereinafter enacted (collectively, “**Hazardous Materials Laws**”).

~~16.2~~17.2 **Use of Property by Tenant.** Tenant (and each Subtenant, but only with respect to the Subleased Property) hereby agrees that it and its employees, representatives, agents, contractors, subcontractors, tenants, subtenants and any other occupants of the Land (for purpose of this ~~Section 17.2~~Section 17.2+6.2, referred to collectively herein as “**Occupants**”) will not use, generate, manufacture, process, store or dispose of, on, under or about the Land except in compliance with applicable Hazardous Materials Laws, e.g., Occupants of the Project will have the right to use and store reasonable quantities of Hazardous Materials at the Project used by Tenant as cleaning and office supplies. store reasonable quantities of Hazardous Materials within the Project.

~~16.3~~17.3 **Indemnification by Tenant.** Tenant (and each Subtenant, but only with respect to its Subleased Property) will indemnify, defend and hold Owner harmless from any claims, damages, losses or expenses (including reasonable attorneys’ fees and costs through litigation and all appeals) resulting from death of or injury to any person, or damage to any property, or government mandated remediation plans, arising from by (a) Tenant’s (or Subtenant’s, as applicable) failure to comply with any Hazardous Materials Laws with respect to the Land, or (b) a breach of any covenant, warranty or representation of Tenant (or Subtenant, as applicable) under this ~~Article 17~~Article 16. The foregoing indemnification by Tenant and each Subtenant will not extend to Hazardous Materials on, in or about the Land prior to the Commencement Date.

~~Article 17~~ARTICLE 18 **REPRESENTATIONS AND WARRANTIES**

~~17.1~~18.1 **By Owner.** Owner makes the following representations and warranties to Tenant: (a) Owner is duly organized and existing under the laws of its state of origin and has all requisite legal power and authority to execute, deliver and perform this Lease; (b) the execution, delivery and performance by Owner of this Lease have been duly authorized by all requisite entity action of Owner and there is no provision in its charter documents requiring further consent by any other person or entity; (c) this Lease constitutes the legal, valid and binding obligation of Owner, enforceable against Owner in accordance with its terms, except as enforceability may be limited by applicable bankruptcy, reorganization, moratorium or similar laws affecting or limiting creditors’ rights generally or by equitable principles relating to enforceability; (d) Owner has fee title to the Land and there are no liens or encumbrances against the Land except as permitted under this Lease; and (e) Owner will not during the Term of the Lease cause or suffer any lien, claim or encumbrances to exist against the Land by or through Owner, except as permitted by this Lease; (f) as long as Tenant is not in material default of this Lease (beyond any applicable cure period), Tenant will quietly hold, occupy and enjoy the Land during the Term without hindrance of Owner or any person claiming by, through or under Owner; and (g) Owner will cooperate with Tenant as reasonably necessary for Tenant to enjoy the benefits of this Lease, including executing any applications, consents or other instruments that are required (by applicable law or otherwise) to be executed by the fee simple owner of the Land, including any entitlement, subdivision or development applications.

~~17.2~~18.2 **By Tenant.** Tenant makes the following representations and warranties to Owner: (a) Tenant is duly organized and existing under the laws of its state of origin and has all requisite legal power and authority to execute, deliver and perform this Lease; (b) the execution, delivery and

performance by Tenant of this Lease have been duly authorized by all requisite entity action of Tenant and there is no provision in its charter documents requiring further consent by any other person or entity; (c) this Lease constitutes the legal, valid and binding obligation of Tenant, enforceable against Tenant in accordance with its terms, except as enforceability may be limited by applicable bankruptcy, reorganization, moratorium or similar laws affecting or limiting creditors' rights generally or by equitable principles relating to enforceability; (d) Tenant has inspected the Land and accepts the Land in its as-is condition, except for Owner's representations, warranties and covenants under this Lease; and (e) Tenant will not during the Term of the Lease cause or suffer any lien, claim or encumbrances to exist against the Land by or through Tenant, except as permitted by this Lease.

~~Article 18~~ **ARTICLE 19** NOTICES

Unless otherwise specifically required by this Lease or applicable law, any notices, approvals, consents or other communications required or permitted by this Lease or by applicable law to be served on, given to, or delivered to any party to this Lease must be writing and will be deemed duly served, given, delivered and received only when actually received by the receiving party (or delivery is refused by the receiving party). Delivery may be by any reasonable method. Each party agrees to give notice to the other parties of its address and any change of its address for the purpose of this section by giving written notice of the change to the other party in the manner herein provided. If any party fails to provide a current address for notices, then the other parties may serve notices to the then current address for the other party (or its registered agent) in the records of the Idaho Secretary of State or the records of the Blaine County Assessor. For so long as the City of Ketchum remains the Owner, then City of Ketchum may update its notice address by public notice.

~~Article 19~~ **ARTICLE 20** GENERAL PROVISIONS

~~19.4~~ **20.1 Survival of Indemnities.** All representations, warranties and indemnities of Owner, Tenant and each Subtenant under this Lease will survive the expiration or sooner termination of this Lease.

~~19.2~~ **20.2 Unavoidable Delay; Force Majeure.** If either party will be delayed or prevented from the performance of any act required by this Lease by reason of acts of God, strikes, lockouts, labor troubles, pandemics, epidemics, inability to procure materials, restrictive governmental laws, or regulations or other cause, without fault and beyond the reasonable control of the party obligated, performance of the act will be excused for the period of the delay; and the period for the performance of any act will be extended for a period equivalent to the period of the delay.

~~19.3~~ **20.3 Interpretation.** Time is of the essence of any obligation where time is a factor. The use herein of any gender includes all other genders, and the use of the singular number includes the plural and vice-versa, whenever the context so requires. Captions in this Lease are inserted for convenience of reference only and do not define, describe or limit the scope or the intent of this Lease or any of the terms hereof. The word "including" will be construed without limitation, as if the words "but not limited to" appear immediately after. The words shall, will and must have the same meaning, which is mandatory. This Lease will not be construed in favor of any party hereto, but to be construed fairly and broadly toward effectuating the purposes hereof. If any term, provision, covenant or condition of this Lease is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions will remain in full force and effect and will in no way be affected, impaired or invalidated. For purposes of this Lease, the parties to this Lease includes Owner and Tenant, and if applicable, any Subtenant in possession of a Subleased Property, but only with respect to the Subleased Property.

~~19.4~~20.4 **Entire Agreement.** This Lease contains the entire agreement between the parties regarding the subject matter hereof. Any other oral or written representations, agreements, understandings and/or statements will be of no force and effect.

~~19.5~~20.5 **Waiver; Amendment.** No modification, waiver, amendment, discharge or change of this Lease will be valid unless the same is in writing and signed by the party against which the enforcement of the modification, waiver, amendment, discharge or change is or may be sought. Owner and Tenant agree that they will not amend this Lease with respect to any Subleased Property without the prior written consent of the Subtenant thereof.

~~19.6~~20.6 **Attorney's Fees.** If either party retains an attorney to enforce or interpret this Lease, the prevailing party will be entitled to recover reasonable attorneys' fees and litigation costs incurred through litigation, bankruptcy proceedings and all appeals.

~~19.7~~20.7 **Governing Law.** This Lease will be construed and enforced in accordance with the laws of the State of Idaho.

~~19.8~~20.8 **Binding Effect.** This Lease will bind, and inure to the benefit of, the parties and their respective successors and permitted assigns.

~~19.9~~20.9 **Estoppel Certificates.** Either party will execute, acknowledge and deliver to the other party, within twenty (20) days after the request by the other party, a statement in writing certifying, if it is the case, that this Lease is unmodified and in full force and effect (or if there have been modifications that the same is in full force and effect as modified); the date of commencement of this Lease; the dates for which the rent and other charges have been paid; any alleged defaults and claims against the other party; and providing any other information as may be reasonably requested.

~~19.10~~20.10 **Waiver of Trial by Jury.** EXCEPT AS OTHERWISE PROVIDED BY LAW, OWNER AND TENANT MUTUALLY, EXPRESSLY, IRREVOCABLY AND UNCONDITIONALLY WAIVE TRIAL BY JURY FOR ANY PROCEEDINGS ARISING OUT OF OR IN CONNECTION WITH THIS LEASE, OR ANY CONDUCT OR COURSE OF DEALING OF THE PARTIES, STATEMENTS (WHETHER ORAL OR WRITTEN) OR ACTIONS OF ANY PERSONS. THIS WAIVER IS A MATERIAL INDUCEMENT TO OWNER TO ACCEPT DELIVERY OF THIS LEASE.

[end of text; counterpart signature pages follows]

COUNTERPART SIGNATURE PAGE

DATED effective as of the Effective Date.

Owner: CITY OF KETCHUM, an Idaho municipal corporation

By: _____
Neil Bradshaw, Mayor

Attest:

| _____
~~Tara Fenwick, Ketchum~~ Lisa Enourato, Interim City Clerk

STATE OF IDAHO)
) ss.
County of Blaine)

| This record was signed before me on _____ by Neil Bradshaw as Mayor,
and by ~~Tara Fenwick~~ Lisa Enourato as Interim City Clerk of the City of Ketchum.

Notary Signature

COUNTERPART SIGNATURE PAGE

DATED effective as of the Effective Date.

Tenant: KETCHUM COMMUNITY DEVELOPMENT CORPORATION, an Idaho nonprofit corporation

By: _____
Name: Charles
Friedman
Title: Executive
Director

STATE OF IDAHO)
) ss.
County of Blaine)

This record was signed before me on _____ by
Charles Friedman as Executive
Director of Ketchum Community Development Corporation.

Notary Signature

EXHIBIT A
LEGAL DESCRIPTION OF THE LAND

The West 75 feet of Lots 7 and 8 in Block 45 of the Village of Ketchum, as shown on the official map thereof recorded as Instrument No. 302967, records of Blaine County, Idaho;

And

Lot 3A of the Lot Line Shift Plat Showing Lots 3 & 4 in Block 45 of the Ketchum Original Townsite, recorded as Instrument No. 444760, records of Blaine County, Idaho,

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EXHIBIT B
CONCEPT PLANS FOR PROJECT



WHEN RECORDED MAIL TO:

Glacier Bank
Attn: Jennifer Wheeler
202 S. Main Street
P.O. Box 27
Kalispell, MT 59903-0027

ASSIGNMENT OF LEASE AND LANDLORD CONSENT #22798

THIS ASSIGNMENT OF LEASE AND LANDLORD CONSENT (this “Assignment”), dated this ____ day of _____, 2022, is made among **4% Bluebird Housing Partners LLC**, an Idaho limited liability company, whose address is 520 Pike Street, Suite 1010, Seattle WA 98101 (“Borrower”), **The City of Ketchum**, an Idaho municipal corporation, whose address is P.O. Box 2315, Ketchum, ID 83340 (“Landlord”), and **Glacier Bank**, whose address is 202 S. Main Street, P.O. Box 27, Kalispell, MT 59903 (“Lender”).

RECITALS

A. **Ketchum Community Development Corporation**, an Idaho nonprofit corporation (“KCDC”), is the tenant under that certain Amended and Restated Ground Lease dated this ____ day of _____, 2022 between KCDC, as lessee, and Landlord, as lessor (as it may be assigned, renewed, extended, amended, or restated from time to time, subject to the terms of this Assignment, the “Lease”), with respect to the following real property located in Blaine County, Idaho (the “Land”):

See Attached Exhibit A

B. Borrower owns certain improvements (“Improvements”) on the Land (the Land and the Improvements are collectively referred to herein as the “Property”), including a 27-unit rental apartment complex commonly known as Bluebird Village Apartments.

C. KCDC is subletting the Land to Borrower pursuant to that certain [Sublease Agreement] dated [DATE OF SUBLEASE], between Borrower, as lessee, and KCDC, as lessor (as it may be assigned, renewed, extended, amended, or restated from time to time, subject to the terms of this Assignment, the “Sublease”), and such Sublease is being assigned to Lender pursuant to that certain Assignment of Sublease and Landlord Consent executed concurrently herewith (as it may be assigned, renewed, extended, amended, or restated from time to time, the “Assignment of Sublease”).

D. Borrower and Lender have entered into that certain Promissory Note, dated of even date herewith (as it may be amended, modified, supplemented, extended, renewed or replaced from time to time, the “Note”), that certain Deed of Trust, dated of even date herewith (as it may be amended, modified, supplemented, extended, renewed or replaced from time to time, the “Deed of

Trust”), and other Related Documents (as defined in the Deed of Trust), pursuant to which Lender has agreed to make a loan to Borrower in the principal amount of up to \$9,000,000.00 (the “Loan”) to finance the acquisition of the Improvements and the acquisition of additional real property, as further set forth in the Note. Borrower’s obligations under the Note are secured by, among other things, the Deed of Trust, an assignment of rents, a fixture filing, and a security agreement, each dated as of the date hereof (such documents securing the Loan, as they may be amended, modified, extended, restated, renewed, or supplemented from time to time, collectively referred to herein as the “Loan Security Documents”).

E. To provide Lender additional security for the Loan, Borrower and Landlord have agreed to the terms of this Assignment. Both Borrower and Landlord acknowledge that they each will benefit from the Loan and the terms of this Assignment were specifically negotiated by the parties and were a material inducement of Lender providing the Loan.

F. Any capitalized terms used herein and not otherwise defined shall have the meaning(s) set forth in the Deed of Trust unless the context clearly indicates otherwise.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual agreements in this Assignment, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows

1. **Assignment of Lease.** Borrower hereby absolutely and unconditionally assigns, transfers, and conveys to Lender, and grants to Lender a security interest in, all of Borrower’s present and future right, title, and interest in, to and under the Lease, and all of Borrower’s rights to enforce the obligations of Landlord under the Lease, and all proceeds of the conversion, voluntary or involuntary, of any of the foregoing into cash or other property, in any form whatsoever including, without limitation, general intangibles, chattel paper, accounts, instruments, documents, money, goods (whether equipment or inventory), and consumer goods, to secure the full payment and performance by Borrower of all of the Borrower’s obligations, duties, expenses, and liabilities under or in connection with the Loan, the Note, and the other Related Documents, as such may be now or hereafter amended, modified or restated; *subject to* Borrower’s rights to enjoy the benefits of the Lease while not in default under the Loan or the Lease. This Assignment will remain in full force and effect until the Loan is paid in full, including all amendments, modifications, extensions, restatements, renewals, or supplementations. This Assignment includes all future amendments, modifications, extensions, restatements, renewals, or supplementations to the Lease.

2. **Borrower Lease Defaults.** Landlord and Borrower shall promptly give Lender written notice of any default relating to the Lease or any document relating thereto, and Landlord and Borrower shall keep Lender reasonably notified of the ongoing status of any default. In addition to the foregoing notice requirements and any other notice requirements set forth herein, Landlord agrees not to terminate the Lease, or any part thereof or right thereunder, for any reason, including default, without giving Lender at least sixty (60) days’ prior written notice for each and every contemplated termination (the “60-Day Period”), and thereafter, during the 60-Day Period,

Lender may exercise any of Lender's rights under this Assignment. For purposes of clarity, this Assignment does not preclude or delay Lender from exercising any other remedy available to Lender under the Related Documents in the event of a default thereunder. If Borrower defaults under the Loan or the Lease, or any document relating to the Loan or the Lease, past any applicable notice and cure periods, Lender may do any of the following: (a) by giving notice during any 60-Day Period, step into Borrower's position as lessee under the Lease and take possession of the Land under the terms of the Lease, temporarily or permanently assuming Borrower's obligations under the Lease; (b) including after taking possession of the Land and assuming Borrower's obligations under the Lease as permitted in Section 2(a), by giving notice, to thereafter reassign the Lease (including as relating to any foreclosure action or other transaction relating to the disposition of the Land), after which Lender will have no further obligation to Landlord as relating to the Lease from that point forward; and (c) exercise any other remedy granted to Lender by the Related Documents or under the Lease. Such notices shall be effective upon receipt as set forth in Section 6 below. Lender will have no liability related to the Lease, except only to cause the performance of Borrower's obligations due under the Lease attributable solely to that period of time following when Lender assumes Borrower's obligations under the Lease until such time as Lender transfers or assigns such obligations. Landlord agrees to attorn to Lender, and to Lender's successors and assigns, as lessee, and to recognize Lender, and Lender's successors and assigns, as lessee under the terms of the Lease. Lender's exercise of its rights under this Assignment itself shall not allow Landlord to terminate or modify the Lease in any way. Even if Lender exercises its rights under this Assignment, Borrower's obligations as lessee under the Lease and as Borrower under the Loan and all Related Documents shall survive Lender's exercise of its rights under this Assignment. The rights of Lender created or granted under this Assignment are in addition to any other rights of Lender relating to the Loan. Any amounts paid or incurred by Lender under this Assignment shall be added to the principal amount due by Borrower under the Loan and secured by the collateral of the Loan. Notwithstanding the foregoing or any other provision herein, Lender shall have no duty or obligation to cure or remedy any breach or default. It is specifically agreed that Borrower and Landlord shall not, as to Lender, anticipate or require cure of any such default by Lender. The parties agree nothing in this Assignment is intended, nor shall it be construed, to abridge or adversely affect any right or remedy of Landlord under the Lease in the event of any default by Borrower in the payment of rent and/or any other sums due under the Lease or in the performance of any of the terms, covenants, or conditions of the Lease on Borrower's part to be performed; *provided, however*, that Landlord shall comply with the terms of this Assignment prior to the exercise of any such rights or remedies.

3. **Acknowledgements and Agreements by Borrower and Landlord.** Borrower and Landlord hereby represent, warrant, acknowledge and agree as follows:

a. Other than Lender's obligation to cause the performance of Borrower's obligations due under the Lease attributable solely to that period of time following when Lender assumes Borrower's obligations under the Lease until such time as Lender transfers or assigns such obligations, as set forth in Section 2(c), Lender shall not be deemed to have assumed, or become liable for, the payment or performance of any of the obligations or liabilities of Landlord or Borrower arising from or in connection with the Lease whether arising before or after the occurrence of an event of default.

b. Borrower and Landlord will not amend, modify, extend, restate, renew, supplement, terminate, cancel, or waive any provision of, or consent to the amendment, modification, extension, restatement, renewal, supplementation, termination, cancellation, or waiver of any provision of the Lease without the prior written consent of Lender. No amendment, modification, extension, restatement, renewal, supplementation, termination, or cancellation of the Lease, and no consent or waiver given with respect to the Lease on or after the date hereof, whether pursuant to the terms of the Lease or otherwise, will be effective without the written consent of Lender, except as specifically provided in Sections 6.6 or 19.5 of the Lease. Borrower shall not prepay any rents or other sums due under the Lease for more than one (1) month in advance of the due date therefor. Borrower shall not collect any rents or other sums due from residents of the Property for more than one (1) month in advance of the due date therefor.

c. From and after the date of this Assignment, in the event of any act or omission by Landlord which would give Borrower the right, either immediately or after the giving of notice, lapse of time or both, to terminate the Lease or to claim a partial or total eviction from the Property, Borrower will not exercise any such right: (i) until it has given written notice of such act or omission to Lender, which notice will be sent simultaneously with the notice sent to Landlord; and (ii) until sixty (60) days after receipt of such notice or such longer period of time as may be necessary to cure or remedy such default, act, or omission including such period of time necessary to obtain possession of the Property and thereafter cure such default, act, or omission, during which period of time Lender shall be permitted to cure or remedy such default, act or omission. Notwithstanding the foregoing, Lender shall have no duty or obligation to cure or remedy any breach or default. It is specifically agreed that Borrower and Landlord shall not, as to Lender, anticipate or require cure of any such default by Lender.

d. Borrower shall send a copy of any notice, statement, report, or other document required to be delivered to Landlord under the Lease to Lender at the same time the same is sent to Landlord. Landlord shall send a copy of any notice, demand, consent, approval, or other communication or document required to be delivered to Borrower under the Lease to Lender at the same time the same is sent to Borrower.

e. Borrower has no right or option of any nature whatsoever, whether pursuant to the Lease or otherwise, to purchase the Land, or any portion of or any interest in the Land, and to the extent that Borrower has had, or hereafter acquires, any such right or option, the same is hereby acknowledged to be subject and subordinate to the lien and security interest in favor of Lender under the Related Documents and is hereby waived and released as against Lender.

f. Lender shall have no obligation nor incur any liability with respect to the erection or completion of any improvements on the Land or for completion of any improvements for Borrower's use and occupancy. Lender shall have no obligation nor incur any liability with respect to any warranties of any nature whatsoever, whether pursuant to the Lease or otherwise, including, without limitation, any warranties respecting use, compliance with zoning, title, habitability, fitness for purpose or possession.

g. This Assignment satisfies any condition or requirement in the Lease relating to the granting of a non-disturbance agreement, and Borrower waives any requirement to the contrary in the Lease.

h. Borrower and Landlord agree that Lender and its representatives shall have the right to inspect the Property and Borrower's and Landlord's books and records pertaining thereto, upon reasonable prior notice to Borrower and Landlord and during normal business hours.

i. This Assignment does not constitute a waiver by Lender of any of its rights under the Related Documents, or in any way release Borrower from, or reduce Borrower's obligations to comply with the terms, provisions, conditions, covenants, agreements, and clauses of the Related Documents, and the provisions of the Related Documents remain in full force and effect and must be complied with by Borrower.

4. **Consent of Landlord.** Landlord hereby expressly consents to the assignment of the Lease to Lender on the terms set forth in this Assignment. Whether or not Lender enters into possession of the Property for any purpose, Borrower will remain fully liable for all obligations of Borrower as lessee under the Lease. Furthermore, Landlord hereby expressly consents to the terms and conditions of the Sublease and the Assignment of Sublease.

5. **Lease Status.** The Lease is and shall remain subordinate to Lender's security interest in the Land, the Improvements, and any other collateral pursuant to the Loan Security Documents. Notwithstanding the foregoing, and without limiting any other provision of this Assignment, Lender may, at its option and without joinder or further consent of Borrower, Landlord, or anyone else, at any time after the date of this Assignment, subordinate the lien of any or all of the Loan Security Documents (or any other lien or security interest held by Lender which covers or affects the Property) to the Lease by executing an instrument that is intended for that purpose and that specifies such subordination. If Lender elects to subordinate the lien of the Loan Security Documents, Borrower will execute any documents required to evidence such subordination; *provided, however*, notwithstanding that the Lease may by unilateral subordination by Lender hereafter be made superior to the lien of the Loan Security Documents, the provisions of the Loan Security Documents relative to the rights of Lender with respect to proceeds arising from an eminent domain taking (including a voluntary conveyance by Landlord in lieu thereof) and/or insurance payable by reason of damage to or destruction of all or any portion of the Property shall at all times be prior and superior to and shall control over any contrary provisions in the Lease. If Lender subordinates the Loan Security Documents to the Lease, Lender shall have no duty or obligation to cure or remedy any breach or default. Borrower and Landlord agree to execute and deliver from time to time, upon the request of Lender, a certificate regarding the status of the Lease, consisting of statements, if true (or if not, specifying why not): (a) that all of the agreements and provisions contained in the Lease are in full force and effect; (b) the Lease is bona fide and contains all of the agreements of the parties to the Lease with respect to the letting of the Property; (c) the date through which rentals have been paid; (d) the date of the commencement of the term of the Lease; (e) without limiting the terms of this Assignment, the nature of any amendments, modifications, extensions, restatements, renewals, or supplementations of the Lease; (f) that no

default, or state of facts which with the passage of time or notice (or both) would constitute a default, exists under the Lease; (g) no setoffs, recoupments, estoppels, claims or counterclaims exist against the parties to the Lease; (h) other than as permitted under the Related Documents, Borrower has not subleased any portion of the Property, and no party has assigned any of its rights under the Lease; and (i) such other matters as may be reasonably required by Lender.

6. **Continuation of this Assignment.** It is contemplated by Borrower and Lender that, subject to certain terms and conditions, the Note and certain other documents related to the Loan will be amended and restated or reaffirmed prior to or on the Maturity Date (as defined in the Note), and the financing provided pursuant to the Note and Related Documents converted into a permanent loan. It is intended and agreed by the parties that such permanent financing shall be considered in all respects a continuation of the loan evidenced by the Note, and this Assignment and the terms and provisions hereof shall continue to remain in full force and effect with respect to such permanent financing until all obligations under the documents related thereto have been fully paid and performed.

7. **Notices.** Any notice required to be given under this Assignment shall be given in writing, and shall be effective when actually delivered, when actually received by telefacsimile (unless otherwise required by law), when deposited with a nationally recognized overnight courier, or, if mailed, when deposited in the United States mail, as first class, certified or registered mail postage prepaid, directed to the address shown near the beginning of this Assignment. Any party may change its address for notices under this Assignment by giving formal written notice to the other person or persons, specifying that the purpose of the notice is to change the party's address. For notice purposes, Borrower agrees to keep Lender informed at all times of Borrower's current address. It will be Borrower's responsibility to tell the others of the notice from Lender. A copy of all notices shall also be sent to:

Ketchum Community Development Corporation
P.O. Box 6452
Ketchum, ID 83340-6452
Attn: Executive Director

GMD Development LLC
520 Pike Street, Suite 1010
Seattle, WA 98101
Attn: Gregory M. Dunfield

8. **Miscellaneous.** The following miscellaneous provisions are a part of this Assignment:

a. The rights granted to Lender hereunder are in addition to any rights granted to Lender in the Lease, the Loan Security Documents, or in the Related Documents. This Assignment supersedes any inconsistent provision of the Lease or any other agreement, express or implied, between Borrower and Landlord and shall survive any termination of the Lease by operation of law, including following any foreclosure of the lien of the Loan Security Documents. Any conflict between the Note and the Lease shall be read in favor

of the Note.

b. Nothing contained in this Assignment shall be construed to derogate from or in any way impair, or affect the lien, security interest or provisions of the Note, the Loan Security Documents, or the other Related Documents.

c. Caption headings in this Assignment are for convenience purposes only and are not to be used to interpret or define the provisions of this Assignment.

d. This Assignment shall inure to the benefit of Lender, its successors and assigns; *provided, however*, that if Lender assigns or transfers its interest, all obligations and liabilities of Lender under this Assignment from the date of such assignment or transfer thereof forward shall terminate, and thereupon all such obligations and liabilities shall be the responsibility of the party to whom such interest is assigned or transferred; and *provided, further*, that the interest of Landlord or Borrower under the Lease or this Assignment may not be assigned or transferred without the prior written consent of Lender.

e. Lender shall not be deemed to have waived any rights under this Assignment unless such waiver is given in writing and signed by Lender. No delay or omission on the part of Lender in exercising any right shall operate as a waiver of such right or any other right. A waiver by Lender of a provision of this Assignment shall not prejudice or constitute a waiver of Lender's right otherwise to demand strict compliance with that provision or any other provision of this Assignment. No prior waiver by Lender, nor any course of dealing between Lender and Borrower, shall constitute a waiver of any of Lender's rights or of any of Borrower's obligations as to any future transactions. Whenever the consent of Lender is required under this Assignment, the granting of such consent by Lender in any instance shall not constitute continuing consent to subsequent instances where such consent is required and in all cases such consent may be granted or withheld in the sole discretion of Lender.

f. This Assignment, together with any Related Documents, constitutes the entire understanding and agreement of the parties as to the matters set forth in this Assignment. No alteration of or amendment to this Assignment shall be effective unless given in writing and signed by the party or parties sought to be charged or bound by the alteration or amendment.

g. The laws of the State of Idaho and of the United States of America shall govern the rights and duties of the parties hereto and the validity, construction, enforcement, and interpretation of this Assignment. If there is a lawsuit, Borrower agrees upon Lender's request to submit to the jurisdiction of the courts of Blaine County, State of Idaho.

h. If any provision of this Assignment or the application thereof to any person or entity or circumstance shall, to any extent, be illegal, invalid, and/or unenforceable, the remainder of this Assignment or the application of such provision to persons or entities or circumstances other than those as to which it is illegal, invalid, and/or unenforceable, as

the case may be, shall not be affected, and each provision of this Assignment shall be legal, valid, and enforceable to the extent permitted by law. The illegality, invalidity, and/or unenforceability of any provision of this Assignment in any jurisdiction shall not affect the legality, validity, and/or enforceability thereof in any other jurisdiction.

i. This Assignment may be executed in two (2) or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same agreement.

IN WITNESS WHEREOF, the parties have caused this Assignment to be executed effective as of the date first above written.

{Signatures page(s) to follow}

BORROWER:

4% BLUEBIRD HOUSING PARTNERS LLC,
an Idaho limited liability company

By: ID 4% Bluebird KCDC LLC,
an Idaho limited liability company
its Managing Member

By: Ketchum Community Development Corporation,
an Idaho nonprofit corporation
its Sole Member

By: _____
Name: Charles Friedman
Its: President

STATE OF IDAHO)
 :SS
County of _____)

On this ___ day of _____ 2022, before me, a notary public for the State of Idaho, personally appeared Charles Friedman, President of Ketchum Community Development Corporation, the Sole Member of ID 4% Bluebird KCDC LLC, Managing Member of 4% Bluebird Housing Partners LLC, known to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

WITNESS my hand and official seal.

Printed Name: _____
Notary Public for the State of _____

LANDLORD:

THE CITY OF KETCHUM, IDAHO

an Idaho municipal corporation

By: _____

Name: _____

Its: _____

STATE OF IDAHO)

:ss

County of _____)

On this ___ day of _____ 2022, before me, a notary public for the State of Idaho, personally appeared _____, the _____ of the City of Ketchum, Idaho, known to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

WITNESS my hand and official seal.

Printed Name: _____

Notary Public for the State of _____

EXHIBIT A

Legal Property Description

[Follows This Page]

WHEN RECORDED MAIL TO:

Glacier Bank
Attn: Jennifer Wheeler
202 S. Main Street
P.O. Box 27
Kalispell, MT 59903-0027

ASSIGNMENT OF LEASE AND LANDLORD CONSENT #22802

THIS ASSIGNMENT OF LEASE AND LANDLORD CONSENT (this “Assignment”), dated this ____ day of _____, 2022 is made among **9% Bluebird Housing Partners LLC**, an Idaho limited liability company, whose address is 520 Pike Street, Suite 1010, Seattle WA 98101 (“Borrower”), **The City of Ketchum**, an Idaho municipal corporation, whose address is P.O. Box 2315, Ketchum, ID 83340 (“Landlord”), and **Glacier Bank**, whose address is 202 S. Main Street, P.O. Box 27, Kalispell, MT 59903 (“Lender”).

RECITALS

A. **Ketchum Community Development Corporation**, an Idaho nonprofit corporation (“KCDC”), is the tenant under that certain Amended and Restated Ground Lease dated this ____ day of _____, 2022 between KCDC, as lessee, and Landlord, as lessor (as it may be assigned, renewed, extended, amended, or restated from time to time, subject to the terms of this Assignment, the “Lease”), with respect to the following real property located in Blaine County, Idaho (the “Land”):

See Attached Exhibit A

B. Borrower owns certain improvements (“Improvements”) on the Land (the Land and the Improvements are collectively referred to herein as the “Property”), including a 27-unit rental apartment complex commonly known as Bluebird Village Apartments.

C. KCDC is subletting the Land to Borrower pursuant to that certain [Sublease Agreement] dated [DATE OF SUBLEASE], between Borrower, as lessee, and KCDC, as lessor (as it may be assigned, renewed, extended, amended, or restated from time to time, subject to the terms of this Assignment, the “Sublease”), and such Sublease is being assigned to Lender pursuant to that certain Assignment of Sublease and Landlord Consent executed concurrently herewith (as it may be assigned, renewed, extended, amended, or restated from time to time, the “Assignment of Sublease”).

D. Borrower and Lender have entered into that certain Promissory Note, dated of even date herewith (as it may be amended, modified, supplemented, extended, renewed or replaced from time to time, the “Note”), that certain Deed of Trust, dated of even date herewith (as it may be amended, modified, supplemented, extended, renewed or replaced from time to time, the “Deed of

Trust”), and other Related Documents (as defined in the Deed of Trust), pursuant to which Lender has agreed to make a loan to Borrower in the principal amount of up to \$9,000,000.00 (the “Loan”) to finance the acquisition of the Improvements and the acquisition of additional real property, as further set forth in the Note. Borrower’s obligations under the Note are secured by, among other things, the Deed of Trust, an assignment of rents, a fixture filing, and a security agreement, each dated as of the date hereof (such documents securing the Loan, as they may be amended, modified, extended, restated, renewed, or supplemented from time to time, collectively referred to herein as the “Loan Security Documents”).

E. To provide Lender additional security for the Loan, Borrower and Landlord have agreed to the terms of this Assignment. Both Borrower and Landlord acknowledge that they each will benefit from the Loan and the terms of this Assignment were specifically negotiated by the parties and were a material inducement of Lender providing the Loan.

F. Any capitalized terms used herein and not otherwise defined shall have the meaning(s) set forth in the Deed of Trust unless the context clearly indicates otherwise.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual agreements in this Assignment, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows

1. **Assignment of Lease.** Borrower hereby absolutely and unconditionally assigns, transfers, and conveys to Lender, and grants to Lender a security interest in, all of Borrower’s present and future right, title, and interest in, to and under the Lease, and all of Borrower’s rights to enforce the obligations of Landlord under the Lease, and all proceeds of the conversion, voluntary or involuntary, of any of the foregoing into cash or other property, in any form whatsoever including, without limitation, general intangibles, chattel paper, accounts, instruments, documents, money, goods (whether equipment or inventory), and consumer goods, to secure the full payment and performance by Borrower of all of the Borrower’s obligations, duties, expenses, and liabilities under or in connection with the Loan, the Note, and the other Related Documents, as such may be now or hereafter amended, modified or restated; *subject to* Borrower’s rights to enjoy the benefits of the Lease while not in default under the Loan or the Lease. This Assignment will remain in full force and effect until the Loan is paid in full, including all amendments, modifications, extensions, restatements, renewals, or supplementations. This Assignment includes all future amendments, modifications, extensions, restatements, renewals, or supplementations to the Lease.

2. **Borrower Lease Defaults.** Landlord and Borrower shall promptly give Lender written notice of any default relating to the Lease or any document relating thereto, and Landlord and Borrower shall keep Lender reasonably notified of the ongoing status of any default. In addition to the foregoing notice requirements and any other notice requirements set forth herein, Landlord agrees not to terminate the Lease, or any part thereof or right thereunder, for any reason, including default, without giving Lender at least sixty (60) days’ prior written notice for each and every contemplated termination (the “60-Day Period”), and thereafter, during the 60-Day Period,

Lender may exercise any of Lender's rights under this Assignment. For purposes of clarity, this Assignment does not preclude or delay Lender from exercising any other remedy available to Lender under the Related Documents in the event of a default thereunder. If Borrower defaults under the Loan or the Lease, or any document relating to the Loan or the Lease, past any applicable notice and cure periods, Lender may do any of the following: (a) by giving notice during any 60-Day Period, step into Borrower's position as lessee under the Lease and take possession of the Land under the terms of the Lease, temporarily or permanently assuming Borrower's obligations under the Lease; (b) including after taking possession of the Land and assuming Borrower's obligations under the Lease as permitted in Section 2(a), by giving notice, to thereafter reassign the Lease (including as relating to any foreclosure action or other transaction relating to the disposition of the Land), after which Lender will have no further obligation to Landlord as relating to the Lease from that point forward; and (c) exercise any other remedy granted to Lender by the Related Documents or under the Lease. Such notices shall be effective upon receipt as set forth in Section 6 below. Lender will have no liability related to the Lease, except only to cause the performance of Borrower's obligations due under the Lease attributable solely to that period of time following when Lender assumes Borrower's obligations under the Lease until such time as Lender transfers or assigns such obligations. Landlord agrees to attorn to Lender, and to Lender's successors and assigns, as lessee, and to recognize Lender, and Lender's successors and assigns, as lessee under the terms of the Lease. Lender's exercise of its rights under this Assignment itself shall not allow Landlord to terminate or modify the Lease in any way. Even if Lender exercises its rights under this Assignment, Borrower's obligations as lessee under the Lease and as Borrower under the Loan and all Related Documents shall survive Lender's exercise of its rights under this Assignment. The rights of Lender created or granted under this Assignment are in addition to any other rights of Lender relating to the Loan. Any amounts paid or incurred by Lender under this Assignment shall be added to the principal amount due by Borrower under the Loan and secured by the collateral of the Loan. Notwithstanding the foregoing or any other provision herein, Lender shall have no duty or obligation to cure or remedy any breach or default. It is specifically agreed that Borrower and Landlord shall not, as to Lender, anticipate or require cure of any such default by Lender. The parties agree nothing in this Assignment is intended, nor shall it be construed, to abridge or adversely affect any right or remedy of Landlord under the Lease in the event of any default by Borrower in the payment of rent and/or any other sums due under the Lease or in the performance of any of the terms, covenants, or conditions of the Lease on Borrower's part to be performed; *provided, however*, that Landlord shall comply with the terms of this Assignment prior to the exercise of any such rights or remedies.

3. **Acknowledgements and Agreements by Borrower and Landlord.** Borrower and Landlord hereby represent, warrant, acknowledge and agree as follows:

a. Other than Lender's obligation to cause the performance of Borrower's obligations due under the Lease attributable solely to that period of time following when Lender assumes Borrower's obligations under the Lease until such time as Lender transfers or assigns such obligations, as set forth in Section 2(c), Lender shall not be deemed to have assumed, or become liable for, the payment or performance of any of the obligations or liabilities of Landlord or Borrower arising from or in connection with the Lease whether arising before or after the occurrence of an event of default.

b. Borrower and Landlord will not amend, modify, extend, restate, renew, supplement, terminate, cancel, or waive any provision of, or consent to the amendment, modification, extension, restatement, renewal, supplementation, termination, cancellation, or waiver of any provision of the Lease without the prior written consent of Lender. No amendment, modification, extension, restatement, renewal, supplementation, termination, or cancellation of the Lease, and no consent or waiver given with respect to the Lease on or after the date hereof, whether pursuant to the terms of the Lease or otherwise, will be effective without the written consent of Lender, except as specifically provided in Sections 6.6 or 19.5 of the Lease. Borrower shall not prepay any rents or other sums due under the Lease for more than one (1) month in advance of the due date therefor. Borrower shall not collect any rents or other sums due from residents of the Property for more than one (1) month in advance of the due date therefor.

c. From and after the date of this Assignment, in the event of any act or omission by Landlord which would give Borrower the right, either immediately or after the giving of notice, lapse of time or both, to terminate the Lease or to claim a partial or total eviction from the Property, Borrower will not exercise any such right: (i) until it has given written notice of such act or omission to Lender, which notice will be sent simultaneously with the notice sent to Landlord; and (ii) until sixty (60) days after receipt of such notice or such longer period of time as may be necessary to cure or remedy such default, act, or omission including such period of time necessary to obtain possession of the Property and thereafter cure such default, act, or omission, during which period of time Lender shall be permitted to cure or remedy such default, act or omission. Notwithstanding the foregoing, Lender shall have no duty or obligation to cure or remedy any breach or default. It is specifically agreed that Borrower and Landlord shall not, as to Lender, anticipate or require cure of any such default by Lender.

d. Borrower shall send a copy of any notice, statement, report, or other document required to be delivered to Landlord under the Lease to Lender at the same time the same is sent to Landlord. Landlord shall send a copy of any notice, demand, consent, approval, or other communication or document required to be delivered to Borrower under the Lease to Lender at the same time the same is sent to Borrower.

e. Borrower has no right or option of any nature whatsoever, whether pursuant to the Lease or otherwise, to purchase the Land, or any portion of or any interest in the Land, and to the extent that Borrower has had, or hereafter acquires, any such right or option, the same is hereby acknowledged to be subject and subordinate to the lien and security interest in favor of Lender under the Related Documents and is hereby waived and released as against Lender.

f. Lender shall have no obligation nor incur any liability with respect to the erection or completion of any improvements on the Land or for completion of any improvements for Borrower's use and occupancy. Lender shall have no obligation nor incur any liability with respect to any warranties of any nature whatsoever, whether pursuant to the Lease or otherwise, including, without limitation, any warranties respecting use, compliance with zoning, title, habitability, fitness for purpose or possession.

g. This Assignment satisfies any condition or requirement in the Lease relating to the granting of a non-disturbance agreement, and Borrower waives any requirement to the contrary in the Lease.

h. Borrower and Landlord agree that Lender and its representatives shall have the right to inspect the Property and Borrower's and Landlord's books and records pertaining thereto, upon reasonable prior notice to Borrower and Landlord and during normal business hours.

i. This Assignment does not constitute a waiver by Lender of any of its rights under the Related Documents, or in any way release Borrower from, or reduce Borrower's obligations to comply with the terms, provisions, conditions, covenants, agreements, and clauses of the Related Documents, and the provisions of the Related Documents remain in full force and effect and must be complied with by Borrower.

4. **Consent of Landlord.** Landlord hereby expressly consents to the assignment of the Lease to Lender on the terms set forth in this Assignment. Whether or not Lender enters into possession of the Property for any purpose, Borrower will remain fully liable for all obligations of Borrower as lessee under the Lease. Furthermore, Landlord hereby expressly consents to the terms and conditions of the Sublease and the Assignment of Sublease.

5. **Lease Status.** The Lease is and shall remain subordinate to Lender's security interest in the Land, the Improvements, and any other collateral pursuant to the Loan Security Documents. Notwithstanding the foregoing, and without limiting any other provision of this Assignment, Lender may, at its option and without joinder or further consent of Borrower, Landlord, or anyone else, at any time after the date of this Assignment, subordinate the lien of any or all of the Loan Security Documents (or any other lien or security interest held by Lender which covers or affects the Property) to the Lease by executing an instrument that is intended for that purpose and that specifies such subordination. If Lender elects to subordinate the lien of the Loan Security Documents, Borrower will execute any documents required to evidence such subordination; *provided, however*, notwithstanding that the Lease may by unilateral subordination by Lender hereafter be made superior to the lien of the Loan Security Documents, the provisions of the Loan Security Documents relative to the rights of Lender with respect to proceeds arising from an eminent domain taking (including a voluntary conveyance by Landlord in lieu thereof) and/or insurance payable by reason of damage to or destruction of all or any portion of the Property shall at all times be prior and superior to and shall control over any contrary provisions in the Lease. If Lender subordinates the Loan Security Documents to the Lease, Lender shall have no duty or obligation to cure or remedy any breach or default. Borrower and Landlord agree to execute and deliver from time to time, upon the request of Lender, a certificate regarding the status of the Lease, consisting of statements, if true (or if not, specifying why not): (a) that all of the agreements and provisions contained in the Lease are in full force and effect; (b) the Lease is bona fide and contains all of the agreements of the parties to the Lease with respect to the letting of the Property; (c) the date through which rentals have been paid; (d) the date of the commencement of the term of the Lease; (e) without limiting the terms of this Assignment, the nature of any amendments, modifications, extensions, restatements, renewals, or supplementations of the Lease; (f) that no

default, or state of facts which with the passage of time or notice (or both) would constitute a default, exists under the Lease; (g) no setoffs, recoupments, estoppels, claims or counterclaims exist against the parties to the Lease; (h) other than as permitted under the Related Documents, Borrower has not subleased any portion of the Property, and no party has assigned any of its rights under the Lease; and (i) such other matters as may be reasonably required by Lender.

6. **Continuation of this Assignment.** It is contemplated by Borrower and Lender that, subject to certain terms and conditions, the Note and certain other documents related to the Loan will be amended and restated or reaffirmed prior to or on the Maturity Date (as defined in the Note), and the financing provided pursuant to the Note and Related Documents converted into a permanent loan. It is intended and agreed by the parties that such permanent financing shall be considered in all respects a continuation of the loan evidenced by the Note, and this Assignment and the terms and provisions hereof shall continue to remain in full force and effect with respect to such permanent financing until all obligations under the documents related thereto have been fully paid and performed.

7. **Notices.** Any notice required to be given under this Assignment shall be given in writing, and shall be effective when actually delivered, when actually received by telefacsimile (unless otherwise required by law), when deposited with a nationally recognized overnight courier, or, if mailed, when deposited in the United States mail, as first class, certified or registered mail postage prepaid, directed to the address shown near the beginning of this Assignment. Any party may change its address for notices under this Assignment by giving formal written notice to the other person or persons, specifying that the purpose of the notice is to change the party's address. For notice purposes, Borrower agrees to keep Lender informed at all times of Borrower's current address. It will be Borrower's responsibility to tell the others of the notice from Lender. A copy of all notices shall also be sent to:

Ketchum Community Development Corporation
P.O. Box 6452
Ketchum, ID 83340-6452
Attn: Executive Director

GMD Development LLC
520 Pike Street, Suite 1010
Seattle, WA 98101
Attn: Gregory M. Dunfield

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a. The rights granted to Lender hereunder are in addition to any rights granted to Lender in the Lease, the Loan Security Documents, or in the Related Documents. This Assignment supersedes any inconsistent provision of the Lease or any other agreement, express or implied, between Borrower and Landlord and shall survive any termination of the Lease by operation of law, including following any foreclosure of the lien of the Loan Security Documents. Any conflict between the Note and the Lease shall be read in favor

of the Note.

b. Nothing contained in this Assignment shall be construed to derogate from or in any way impair, or affect the lien, security interest or provisions of the Note, the Loan Security Documents, or the other Related Documents.

c. Caption headings in this Assignment are for convenience purposes only and are not to be used to interpret or define the provisions of this Assignment.

d. This Assignment shall inure to the benefit of Lender, its successors and assigns; *provided, however*, that if Lender assigns or transfers its interest, all obligations and liabilities of Lender under this Assignment from the date of such assignment or transfer thereof forward shall terminate, and thereupon all such obligations and liabilities shall be the responsibility of the party to whom such interest is assigned or transferred; and *provided, further*, that the interest of Landlord or Borrower under the Lease or this Assignment may not be assigned or transferred without the prior written consent of Lender.

e. Lender shall not be deemed to have waived any rights under this Assignment unless such waiver is given in writing and signed by Lender. No delay or omission on the part of Lender in exercising any right shall operate as a waiver of such right or any other right. A waiver by Lender of a provision of this Assignment shall not prejudice or constitute a waiver of Lender's right otherwise to demand strict compliance with that provision or any other provision of this Assignment. No prior waiver by Lender, nor any course of dealing between Lender and Borrower, shall constitute a waiver of any of Lender's rights or of any of Borrower's obligations as to any future transactions. Whenever the consent of Lender is required under this Assignment, the granting of such consent by Lender in any instance shall not constitute continuing consent to subsequent instances where such consent is required and in all cases such consent may be granted or withheld in the sole discretion of Lender.

f. This Assignment, together with any Related Documents, constitutes the entire understanding and agreement of the parties as to the matters set forth in this Assignment. No alteration of or amendment to this Assignment shall be effective unless given in writing and signed by the party or parties sought to be charged or bound by the alteration or amendment.

g. The laws of the State of Idaho and of the United States of America shall govern the rights and duties of the parties hereto and the validity, construction, enforcement, and interpretation of this Assignment. If there is a lawsuit, Borrower agrees upon Lender's request to submit to the jurisdiction of the courts of Blaine County, State of Idaho.

h. If any provision of this Assignment or the application thereof to any person or entity or circumstance shall, to any extent, be illegal, invalid, and/or unenforceable, the remainder of this Assignment or the application of such provision to persons or entities or circumstances other than those as to which it is illegal, invalid, and/or unenforceable, as

the case may be, shall not be affected, and each provision of this Assignment shall be legal, valid, and enforceable to the extent permitted by law. The illegality, invalidity, and/or unenforceability of any provision of this Assignment in any jurisdiction shall not affect the legality, validity, and/or enforceability thereof in any other jurisdiction.

i. This Assignment may be executed in two (2) or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same agreement.

IN WITNESS WHEREOF, the parties have caused this Assignment to be executed effective as of the date first above written.

{Signatures page(s) to follow}

LANDLORD:

THE CITY OF KETCHUM, IDAHO

an Idaho municipal corporation

By: _____

Name: _____

Its: _____

STATE OF IDAHO)

:ss

County of _____)

On this ___ day of _____ 2022, before me, a notary public for the State of Idaho, personally appeared _____, the _____ of the City of Ketchum, Idaho, known to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

WITNESS my hand and official seal.

Printed Name: _____

Notary Public for the State of _____

EXHIBIT A

Legal Property Description

[Follows This Page]

WHEN RECORDED MAIL TO:

Glacier Bank
Attn: Jennifer Wheeler
202 S. Main Street
P.O. Box 27
Kalispell, MT 59903-0027

GROUND LEASE ESTOPPEL CERTIFICATE #22799

THIS GROUND LEASE ESTOPPEL CERTIFICATE (this “Agreement”) is made and entered into as of the ____ day of [_____], 2022, by and among the CITY OF KETCHUM, an Idaho municipal corporation (“Landlord”), KETCHUM COMMUNITY DEVELOPMENT CORPORATION, a Idaho nonprofit corporation (“Tenant”), WNC HOLDING, LLC, a California limited liability company, its successors and assigns (“WNC”); and GLACIER BANK, its successors and assigns (“Lender”).

RECITALS:

- A. Landlord and Tenant entered into the Ground Lease for Bluebird Village recorded in the real property records of Blaine County, Idaho as Instrument No. 689499, as amended by that certain Amended and Restated Ground Lease for Bluebird Village recorded in the real property records of Blaine County, Idaho as Instrument No. [_____] (collectively the “Ground Lease”), whereby Owner leased the parcel of land located at 480 East Avenue, Ketchum, Idaho 83353, as the land is legally described therein (the “Land”), as well as on Exhibit A attached hereto, to Tenant.
- B. Tenant in conjunction with 9% Bluebird Housing Partners LLC, an Idaho limited liability company (the “9% Bluebird Owner”), 4% Bluebird Housing Partners LLC, an Idaho limited liability company (the “4% Bluebird Owner” together with 9% Bluebird Owner the “Bluebird Project Owners”) are developing and constructing a multifamily affordable housing project including common and areas and first floor commercial space on the Land (the “Project”).
- C. To facilitate the development, construction and operation of the Project, the Tenant and the Bluebird Project Owners will enter into separate subleases (the “Subleases”) for their respective portions of the Land and the improvements to be constructed by the Bluebird Project Owners (the “Subleasehold Interests”).
- D. To further facilitate the development, construction and operation of the Project, the Lender intends to make separate loans to the Bluebird Project Owners (the “Loans”) in connection with the Subleasehold Interests.

- E. The Loans will be secured by, among other things, separate Deeds of Trust, Assignment of Rents, Security Agreements, and Assignments of Sublease and Landlord's Consents, each of even date herewith (as the same may be amended from time to time, the "Mortgage"), executed by tenant, and/or the Bluebird Project Owners, as applicable, in favor of Lender and encumbering the Subleasehold Interests.
- F. To further facilitate the development construction and operation of the Project, WNC has agreed to make capital contributions to each Bluebird Project Owner, subject to the terms and conditions set forth in the Amended and Restated Operating Agreement of each Bluebird Project Owner, in return for a non-managing member interest in each Bluebird Project Owner (the "Capital Contributions")
- G. Lender will only make the Loans upon, among other things, execution and delivery of this Agreement.
- H. WNC will only make the Capital Contributions upon, among other things, execution and delivery of this Agreement.

NOW, THEREFORE, in consideration of the foregoing recitals and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. Landlord Consent. Landlord hereby acknowledges and consents to the execution, delivery and recording, as applicable of the Security Instruments, and agrees that neither the execution, delivery and recording of the Subleases, nor the mortgaging of the Subleasehold Interests, nor the sale or assignment of the Subleasehold Interests through foreclosure or deed in lieu of foreclosure, will cause a default or a breach of any covenant under the Ground Lease.
2. Representations of Landlord and Tenant. Landlord and Tenant hereby separately represent, covenant, warrant and agree as of the date hereof as follows:
 - a. Status of Lease. The Ground Lease is in full force and effect and has not been modified, amended, supplemented or terminated.
 - b. Payment of Rent. All rents and other sums and charges which are due and payable by Tenant under the Ground Lease through the date hereof have been paid in full.
 - c. No Default by Tenant. There is no default on the part of Tenant under the Ground Lease, and no event has occurred or condition exists which, with the passage of time or giving of notice, or both, would constitute a default on the part of Tenant under the Ground Lease.
 - d. No Default by Landlord. There is no default on the part of Landlord under the Ground Lease, and no event has occurred or condition exists which, with the

passage of time or giving of notice, or both, would constitute a default on the part of Landlord under the Ground Lease.

- e. Consent to Deed of Trust. Landlord hereby consents, as applicable, to any and all future modifications (including extensions and additional advances) of the Security Instruments. The Deeds of Trust that are part of the Security Instruments are “Leasehold Mortgage(s)” as that term is defined in the Ground Lease. The Lender is a “Recognized Interest Holder” as that term is defined in the Ground Lease and Landlord hereby consents to Lender being such “Recognized Interest Holder”.
 - f. WNC as Recognized Interest Holder. Landlord hereby consents to WNC as a “Recognized Interest Holder” as that term is defined in the Ground Lease.
 - g. Compliance with Restrictions. Any restrictions as to the use of the Land as set forth in the Ground Lease are being fully complied with by Tenant.
 - h. Ongoing Operations. As long as the Security Instruments encumber the Subleasehold Interests and WNC is a non-managing member in both the Bluebird Project Owners:
 - i. neither Landlord nor Tenant shall enter into, agree or consent to, or acknowledge or approve, any amendment or modification to the Ground Lease, without the prior consent of Lender and WNC;
 - ii. no voluntary agreement by either Landlord or Tenant for the cancellation, surrender and/or termination of the Ground Lease shall be effective without the prior written consent of Lender and WNC;
 - iii. Landlord shall not accept the exercise by the holder of the leasehold interest under the Ground Lease of any right or option contained in the Ground Lease to cancel or terminate the Ground Lease without the prior written consent of Lender and WNC; and
 - iv. Landlord shall not subordinate its interest in the Ground Lease or subject its interest in the Land to any mortgage or other lien on Landlord’s interest in the Land or the Ground Lease unless the holder of such mortgage or other lien agrees not to disturb the rights of Tenant, its successors and assigns, to possess the Land and the Project pursuant to the terms of the Ground Lease as long as there are no uncured defaults on the part of Tenant under the Ground Lease.
3. Tenant Default. Lender and WNC shall receive all notices of default and shall have the opportunity to cure the same as set forth in Section 6.5 of the Ground Lease, all of which is incorporated herein by this reference.

4. Insurance/Condemnation. Lender and WNC shall have all of the rights and remedies with respect to insurance proceeds and condemnation awards as set forth in Article X and Article XII of the Ground Lease, all of which are incorporated herein by this reference.

5. Lender's Possession of Premises. In the event Lender enforces the Security Instruments and acquires possession of the Subleasehold Interests in any lawful manner, Lender and any successor in interest shall be the successor subleasee under the Ground Lease as set forth in Section 6.1 of the Ground Lease and shall have the right to assign its sublease pursuant to Section 6.1 or the Ground Lease.

6. Notices. All notices, consents, requests, demands and other communications hereunder shall be given to or made upon the respective parties hereto at their respective addresses specified below or, as to any party, at such other address as may be designated by it in a written notice to the other party. All notices, requests, consents and demands hereunder shall be effective when personally delivered or deposited in the United States Mail, certified or registered, postage prepaid, addressed as aforesaid:

Landlord: City of Ketchum
 Attn: Mayor
 PO Box 2315, 191 5th Street West, Ketchum, Idaho 83340

with a copy to:

Attn: _____

 Email: _____

Tenant: Ketchum Community Development Corporation
 Attn: Executive Director
 PO Box 6452, Ketchum, Idaho 83340
 Email: friedman.charles@gmail.com

with copies to:

Winthrop & Weinstine, P.A.
 Attn: Jason C. Harby
 225 S 6th Street, Suite 3500 Minneapolis, MN 55402
 Email: jharby@winthrop.com

WNC & Associates, Inc.
 WNC Housing, L.P.
 WNC Holding, LLC
 17782 Sky Park Circle
 Irvine, CA 92614-6404
 Attn: Melanie Wenk

Jonathan Sirois, Esq.
Holland & Knight, LLP
10 Saint James Avenue
11th Floor, Boston, MA 02116

Lender: Glacier Bank
Attn: Jennifer Wheeler
202 Main Street, P.O. Box 27, Kalispell, Montana 59903
Email: jwheeler@glacierbank.com

with a copy to:

Bjornson Jones Mungas, PLLC
Attn: David Bjornson
2809 Great Northern Loop, Suite 100, Missoula, Mt 59808
Email: david@bjornsonlaw.com

7. Miscellaneous. This Agreement shall inure to the benefit of and be binding on the parties hereto and their respective successors and assigns. This Agreement and the obligations arising hereunder shall be governed by, and construed in accordance with the laws of the State of Montana.

IN WITNESS WHEREOF, this Agreement has been made and entered into as of the day and year first above written.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

COUNTERPART SIGNATURE PAGE

DATED effective as of the Effective Date.

Lender: Glacier Bank

By: _____
Name: Jennifer Wheeler
Title: Vice President

STATE OF MONTANA)
) ss.
County of Flathead)

This record was signed before me on [_____], 2022 by Jennifer Wheeler as Vice President of Mortgagee.

Notary Signature

COUNTERPART SIGNATURE PAGE

DATED effective as of the Effective Date.

WNC: WNC HOLDING, LLC,
a California limited liability company

By: WNC & Associates, Inc., a California
corporation, its managing member

By: _____
Melanie Wenk
Executive Vice President – Business
Operations

EXHIBIT A
Legal Description

24662702v1

WHEN RECORDED MAIL TO:

Glacier Bank
Attn: Jennifer Wheeler
202 S. Main Street
P.O. Box 27
Kalispell, MT 59903-0027

NON-DISTURBANCE AGREEMENT #22800

This Non-Disturbance Agreement (this “**Agreement**”) dated effective as of the date this Agreement is recorded in the real property records of Blaine County, Idaho (the “**Effective Date**”) among City Of Ketchum, an Idaho municipal corporation (“**Owner**”); Ketchum Community Development Corporation, an Idaho nonprofit corporation (“**Tenant**”); 4% Bluebird Housing Partners LLC, an Idaho limited liability company (“**Subtenant**”); WNC Holding, LLC, a California limited liability company, its successors and assigns (“**WNC**”); and Glacier Bank, its successors and assigns (“**Mortgagee**”).

RECITALS

- A. Owner and Tenant entered into the Ground Lease for Bluebird Village recorded in the real property records of Blaine County, Idaho as Instrument No. 689499, as amended by that certain Amended and Restated Ground Lease for Bluebird Village recorded in the real property records of Blaine County, Idaho as Instrument No. [_____] (collectively the “**Ground Lease**”), whereby Owner leased the parcel of land located at 480 East Avenue, Ketchum, Idaho 83353, as the land is legally described therein (the “**Land**”) to Tenant.
- B. Tenant and Subtenant entered into the Parcel B Sublease, which is evidenced by that certain Memorandum of Sublease which was recorded in the real property records of Blaine County, Idaho as Instrument No. [____], as amended (collectively the “**Parcel B Sublease**”), whereby Tenant leased the 4% Residential Parcel that is graphically depicted on Exhibit A to the Subtenant (the “**Residential Parcel**”).
- C. In addition to the Residential Parcel, the Tenant and Subtenant entered into the Parcel D Sublease, which is evidenced by that certain Memorandum of Sublease which was recorded in the real property records of Blaine County, Idaho as Instrument No. [____], as amended (collectively the “**Parcel D Sublease**”), whereby Tenant leased the 4% Commercial Parcel that is graphically depicted on Exhibit B to the Subtenant (the “**Commercial Parcel**”).
- D. In addition to the Residential Parcel and Commercial Parcel, the Tenant and Subtenant, as joint tenants, entered into the Parcel E Sublease, which is evidenced by that certain Memorandum of Sublease which was recorded in the real property records of Blaine County, Idaho as Instrument No. [____], as amended (collectively the “**Parcel E Sublease**” and with the Parcel B Sublease and Parcel D Sublease, collectively the “Sublease”) whereby Tenant leased the 4% Parking and Common Area Parcel that is graphically depicted on Exhibit C to the Subtenant (the “**Parking and Common Area Parcel**” together with the Residential Parcel and Commercial Parcel the “**Subleased Property**”).
- E. Subtenant will redevelop the Subleased Property into a mixed-use project with street-level retail, parking, and affordable rental housing units in an energy-efficient building designed to blend into Ketchum's downtown core, as further described in the Ground Lease (the “**4% Bluebird Project**”).
- F. To enable Subtenant to develop the 4% Bluebird Project, Mortgagee has agreed to make a loan to Subtenant in the amount of [_____ and No/100 Dollars (\$_____)] (the “**Loan**”) secured by a subleasehold deed of trust on Subtenant’s interests in the Subleased Property (as amended, restated, replaced, supplemented or otherwise modified from time to time, or at any time, the “**Subleasehold Mortgage**”), and other Related Documents (as defined in the Subleasehold Mortgage), including without limitation an Assignment of Lease and Landlord’s Consent assigning the Ground Lease to Mortgagee, and an Assignment of Sublease and Landlord’s Consent assigning the Sublease to Mortgagee

(collectively, as amended and restated, replaced, supplemented or otherwise modified from time to time, or at any time, the "Assignments").

- G. To further enable Subtenant to develop the 4% Bluebird Project, WNC has agreed to contribute equity in the projected amount of [\$_____] to the Subtenant, all in accordance with the terms and conditions of the Amended and Restated Operating Agreement of the Subtenant, as a capital contribution in return for a non-managing member interest in Subtenant (collectively, the "Capital Contribution").
- H. Subtenant, WNC and Mortgagee desires that Subtenant's possession of the Subleased Property under the Sublease should not be disturbed if Owner exercises all or any of its rights under the Ground Lease.
- I. Subtenant, WNC and Mortgagee further desire that Subtenant's possession of the Subleased Property under the Sublease should not be disturbed if the Ground Lease is terminated, whether voluntarily or involuntarily, or by operation of law, and Owner agrees not to disturb Subtenant's possession of the Subleased Property subject to and upon the provisions of this Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants of the parties, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and to induce WNC to make the Capital Contribution and the Mortgagee to make the Loan, the parties agree as follows:

1. **GROUND LEASE.** Owner and Tenant confirm that the Ground Lease is in full force and effect and there is no default thereunder or which, with the passage of time or giving of notice, or both, would constitute a default on the part of the Tenant under the Ground Lease.
2. **SUBLEASE.** Owner acknowledges and agrees that Tenant has the right and the authority to enter into the Sublease pursuant to the terms of the Ground Lease. Tenant and Subtenant confirm that the Sublease is in full force and effect and there is no default thereunder.
3. **MORTGAGE.** Tenant acknowledges and agrees that Subtenant has the right and the authority to enter into the Subleasehold Mortgage and the Assignments pursuant to the terms of the Sublease. Subtenant and Mortgagee confirm that the Subleasehold Mortgage is in full force and effect and there is no default thereunder.
4. **RECOGNIZED INTEREST HOLDER STATUS.** Owner recognizes Subtenant, WNC and Mortgagee as Recognized Interest Holders under Section 6.4 of the Ground Lease. Tenant recognizes WNC and Mortgagee as a Recognized Interest Holder under Section 6.4 of the Sublease. Subtenant, WNC and Mortgagee each hereby provide Owner pursuant to Section 6.4 of the Ground Lease, and WNC and Mortgagee hereby provides Tenant pursuant to Section 6.4 of the Sublease, with the names and addresses set forth in Section 7 for the purpose of receiving notices.
5. **NON-DISTURBANCE BY OWNER.** Owner will not disturb the tenancy or rights of a Recognized Interest Holder (its successors or assigns and any subsequent purchaser) so long as the Recognized Interest Holder (its successors or assigns and subsequent purchaser) cures any existing defaults as required herein and commits no default beyond the applicable notice and curative periods hereunder and is otherwise in full compliance with the terms of the Ground Lease. Under no circumstances will Owner be responsible for the payment of the debt secured by the Subleasehold Mortgage, and in no event will Owner's fee simple estate in the Land, including Owner's reversionary interest in the 4% Bluebird Project be subject or subordinate to any Sublease or the lien of the Subleasehold Mortgage.
6. **NON-DISTURBANCE BY TENANT.** Tenant will not disturb the tenancy or rights of a Recognized Interest Holder (its successors or assigns and any subsequent purchaser) so long as the Recognized Interest Holder (its successors or assigns and subsequent purchaser) cures any existing defaults as required herein

and commits no default beyond the applicable notice and curative periods hereunder and is otherwise in full compliance with the terms of the Sublease. Under no circumstances will Tenant be responsible for the payment of the debt secured by the Subleasehold Mortgage, and in no event will Tenant's leasehold estate under the Ground Lease be subject or subordinate to the lien of the Subleasehold Mortgage.

7. **NOTICE.** Unless otherwise specifically required by applicable law, any notices, approvals, consents or other communications required or permitted by this Agreement or by applicable law to be served on, given to, or delivered to any party to this Agreement must be in writing and will be deemed duly served, given, delivered and received only when actually received by the receiving party (or delivery is refused by the receiving party). Delivery may be by any reasonable method. Each party agrees to give notice to the other parties of its address and any change of its address for the purpose of this section by giving written notice of the change to the other party in the manner herein provided. If any party fails to provide a current address for notices, then the other parties may serve notices to the then current address for the other party (or its registered agent) in the records of the Idaho Secretary of State or the records of the Blaine County Assessor. For so long as the City of Ketchum remains the Owner, then City of Ketchum may update its notice address by public notice.

7.1 If to Owner: City of Ketchum
Attn: Mayor
PO Box 2315, 191 5th Street West, Ketchum, Idaho 83340

with a copy to:

Attn: _____

Email: _____

7.2 If to Tenant: Ketchum Community Development Corporation
Attn: Executive Director
PO Box 6452, Ketchum, Idaho 83340
Email: friedman.charles@gmail.com

with a copy to:

Winthrop & Weinstine, P.A.
Attn: Jason C. Harby
225 S 6th Street, Suite 3500 Minneapolis, MN 55402
Email: jharby@winthrop.com

7.3 If to Subtenant: 4% Bluebird Housing Partners LLC
c/o GMD Development LLC
Attn: Gregory M. Dunfield
520 Pike St #1010, Seattle, WA 98101
Email: greg@gmddevelopment.com

with a copy to:

Downs Pham & Kuei
Attn: Gary P. Downs
235 Montgomery Street 30th Floor, San Francisco, CA 94104
Email: gdowns@downspham.com

And with copies to WNC and counsel, as set forth below.

7.4 If to Mortgagee: Glacier Bank

Attn: Jennifer Wheeler
202 Main Street
P.O. Box 27
Kalispell, Montana 59903

Email: jwheeler@glacierbank.com

with a copy to:

Bjornson Jones Mungas, PLLC
Attn: David Bjornson
2809 Great Northern Loop, Suite 100
Missoula, Mt 59808
Email: david@bjornsonlaw.com

7.5 If to WNC:

WNC & ASSOCIATES, INC.
WNC HOUSING, L.P.
WNC HOLDING, LLC
17782 Sky Park Circle
Irvine, CA 92614-6404
Attn: Melanie Wenk

with a copy to:

Jonathan Sirois, Esq.
HOLLAND & KNIGHT, LLP
10 Saint James Avenue
11th Floor
Boston, MA 02116

8. **TERMINATION OF GROUND LEASE.** If the Ground Lease is cancelled, terminated or surrendered, whether voluntarily or involuntarily or by operation of law, prior to the expiration date of the Sublease, then the Sublease will continue in full force and effect as a direct lease between Owner, as owner, and Subtenant, as tenant, upon and subject to the terms in the Sublease. Owner will not disturb the possession of Subtenant and Owner agrees to be bound by all of the terms and conditions contained in the Sublease, and assignments, except such terms as are not applicable to the remainder of the term of the Sublease. Owner will also not be:
- 8.1 liable for any act, omission or default of Tenant or any prior tenant, as owner under the Sublease, unless such act, omission or default is otherwise applicable to the period after the cancellation, termination or surrender of the Ground Lease;
 - 8.2 liable for any damage or other relief attributable to any breach or any representation or warranty contained in the Sublease by Tenant or any prior tenant, as owner under the Sublease;
 - 8.3 subject to any offsets or defenses which Subtenant might have against Tenant or any prior tenant, as owner under the Sublease;

- 8.4 bound by any prepayment of rent or additional rent which Subtenant might have paid for more than the current month to Tenant or any prior tenant, as landlord under the Sublease, except for prepayments of additional rent made on account of operating expenses and real estate taxes in accordance with the terms of the Sublease; or
- 8.5 bound by any amendment or modification of the Sublease or by any waiver or forbearance on the part of Tenant or any prior tenant, as landlord under the Sublease, made or given without Owner's written consent, but only if such amendment, modification, waiver or forbearance without the consent of Owner is prohibited by the terms of the Ground Lease.
9. **LIMITATION ON MORTGAGEE'S PERFORMANCE.** Nothing in this Agreement will be deemed or construed to be an agreement by Mortgagee to perform any obligation of Subtenant under the Sublease, the Subleasehold Mortgage, or the Assignments unless and until Mortgagee obtains the Subtenant's interests under the Sublease.
10. **ATTORNEYS' FEES.** In the event that any party hereto institutes any legal suit, action or proceeding, including arbitration, against another party, arising out of this Agreement, the prevailing party in the suit, action or proceeding will be entitled to receive, in addition to all other damages to which it may be entitled, the costs incurred by such party in conducting the suit, action, or proceeding, including reasonable attorneys' fees, expenses and court costs.
11. **ENTIRE AGREEMENT.** This Agreement, the Ground Lease, the Sublease, the Subleasehold Mortgage, and the Assignments supersede and cancel all oral negotiations and prior and other writings with respect to such subordination. If there is any conflict between the provisions of this Agreement and those of the Ground Lease or the Sublease, the provisions of this Agreement will prevail.
12. **AMENDMENTS AND MODIFICATIONS.** This Agreement may not be modified orally or in any manner other than by an agreement in writing signed by the parties hereto or their respective successors in interest.
13. **WAIVER.** No waiver by any party of any of the provisions hereof will be effective unless explicitly set forth in writing and signed by the party so waiving. No waiver by any party will operate or be construed as a waiver in respect of any failure, breach or default not expressly identified by such written waiver, whether of a similar or different character, and whether occurring before or after that waiver. No failure to exercise, or delay in exercising, any right, remedy, power or privilege arising from this Agreement will operate or be construed as a waiver thereof; nor will any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.
14. **GOVERNING LAW.** This Agreement will be governed by the law of the State of Idaho, without regard to the choice of law rules of Idaho.
15. **SEVERABILITY.** If any term or provision of this Agreement is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability will not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provisions in any other jurisdiction.
16. **SUCCESSORS AND ASSIGNS.** The Agreement will be binding upon and will inure to the benefit of the parties hereto and their respective successors and permitted assigns.
17. **COUNTERPARTS AND ORIGINAL COUNTERPARTS.** This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which when taken together will be deemed to be one and the same instrument. A signed copy of the Agreement delivered by email will be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

[end of text; counterpart signature pages follow]

COUNTERPART SIGNATURE PAGE

DATED effective as of the Effective Date.

Subtenant:

4% BLUEBIRD HOUSING PARTNERS LLC,
an Idaho limited liability company

By: ID 4% Bluebird KCDC LLC,
an Idaho limited liability company
its Managing Member

By: Ketchum Community Development Corporation,
an Idaho nonprofit corporation
its Sole Member

By: _____
Name: Charles Friedman
Its: President

By: ID 4% Bluebird GMD LLC,
an Idaho limited liability company
its Administrative Member

By: GMD Development LLC,
a Washington limited liability company
its Sole Member

By: _____
Name: Gregory M. Dunfield
Its: Manager

[Notary blocks on following page]

STATE OF IDAHO)
)
) :ss
County of Blaine)

COUNTERPART SIGNATURE PAGE

DATED effective as of the Effective Date.

Mortgagee: Glacier Bank

By: _____
Name: Jennifer Wheeler
Title: Vice President

STATE OF MONTANA)
) ss.
County of Flathead)

This record was signed before me on [_____], 2022 by Jennifer Wheeler as Vice President of Mortgagee.

Notary Signature

COUNTERPART SIGNATURE PAGE

DATED effective as of the Effective Date.

NON-DISTURBANCE AGREEMENT

WNC:

WNC HOLDING, LLC,
a California limited liability company

By: WNC & Associates, Inc., a California corporation,
its managing member

By: _____
Melanie Wenk
Executive Vice President – Business
Operations

EXHIBIT A

Residential Parcel

EXHIBIT B
Commercial Parcel

EXHIBIT C

Parking and Common Area Parcel

24658643v1

WHEN RECORDED MAIL TO:

Glacier Bank
Attn: Jennifer Wheeler
202 S. Main Street
P.O. Box 27
Kalispell, MT 59903-0027

NON-DISTURBANCE AGREEMENT #22801

This Non-Disturbance Agreement (this “**Agreement**”) dated effective as of the date this Agreement is recorded in the real property records of Blaine County, Idaho (the “**Effective Date**”) among City Of Ketchum, an Idaho municipal corporation (“**Owner**”); Ketchum Community Development Corporation, an Idaho nonprofit corporation (“**Tenant**”); 9% Bluebird Housing Partners LLC, an Idaho limited liability company (“**Subtenant**”); WNC Holding, LLC, a California limited liability company, its successors and assigns (“**WNC**”); and Glacier Bank (“**Mortgagee**”).

RECITALS

- A. Owner and Tenant entered into the Ground Lease for Bluebird Village recorded in the real property records of Blaine County, Idaho as Instrument No. 689499, as amended by that certain Amended and Restated Ground Lease for Bluebird Village recorded in the real property records of Blaine County, Idaho as Instrument No. [_____] (collectively the “**Ground Lease**”), whereby Owner leased the parcel of land located at 480 East Avenue, Ketchum, Idaho 83353, as the land is legally described therein (the “**Land**”) to Tenant.
- B. Tenant and Subtenant entered into the Parcel B Sublease, which is evidenced by that certain Memorandum of Sublease which was recorded in the real property records of Blaine County, Idaho as Instrument No. [____], as amended (collectively the “**Parcel B Sublease**”), whereby Tenant leased the 9% Residential Parcel that is graphically depicted on Exhibit A to the Subtenant (the “**Residential Parcel**”).
- C. In addition to the Residential Parcel, the Tenant and Subtenant entered into the Parcel D Sublease, which is evidenced by that certain Memorandum of Sublease which was recorded in the real property records of Blaine County, Idaho as Instrument No. [____], as amended (collectively the “**Parcel D Sublease**”), whereby Tenant leased the 9% Commercial Parcel that is graphically depicted on Exhibit B to the Subtenant (the “**Commercial Parcel**”).
- D. In addition to the Residential Parcel and Commercial Parcel, the Tenant and Subtenant, as joint tenants, entered into the Parcel E Sublease, which is evidenced by that certain Memorandum of Sublease which was recorded in the real property records of Blaine County, Idaho as Instrument No. [____], as amended (collectively the “**Parcel E Sublease**” and with Parcel B Sublease and Parcel D Sublease, collectively the “**Sublease**”), whereby Tenant leased the 9% Parking and Common Area Parcel that is graphically depicted on Exhibit C to the Subtenant (the “**Parking and Common Area Parcel**” together with the Residential Parcel and Commercial Parcel the “**Subleased Property**”).
- E. Subtenant will redevelop the Subleased Property into a mixed-use project with street-level retail, parking, and affordable rental housing units in an energy-efficient building designed to blend into Ketchum's downtown core, as further described in the Ground Lease (the “**9% Bluebird Project**”).
- F. To enable Subtenant to develop the 9% Bluebird Project, Mortgagee has agreed to make a loan to Subtenant in the amount of [_____] and No/100 Dollars (\$_____) (the “**Loan**”) secured by a subleasehold deed of trust on Subtenant’s interests in the Subleased Property (as amended, restated, replaced, supplemented or otherwise modified from time to time, or at any time, the “**Subleasehold Mortgage**”), and other Related Documents (as defined in the Subleasehold Mortgage), including without limitation an Assignment of Lease and Landlord’s Consent assigning the Ground Lease to Mortgagee, and an Assignment of Sublease and Landlord’s Consent assigning the Sublease to Mortgagee (Collectively, as

amended, restated, replaced, supplemented or otherwise modified from time to time, or at any time, the “Assignments”).

- G. To further enable Subtenant to develop the 9% Bluebird Project, WNC has agreed to contribute equity in the projected amount of [\$_____] to the Subtenant, all in accordance with the terms and conditions of the Amended and Restated Operating Agreement of the Subtenant, as a capital contribution in return for a non-managing member interest in Subtenant (collectively, the “Capital Contribution”).
- H. Subtenant, WNC and Mortgagee desires that Subtenant’s possession of the Subleased Property under the Sublease should not be disturbed if Owner exercises all or any of its rights under the Ground Lease.
- I. Subtenant, WNC and Mortgagee further desire that Subtenant’s possession of the Subleased Property under the Sublease should not be disturbed if the Ground Lease is terminated, whether voluntarily or involuntarily, or by operation of law, and Owner agrees not to disturb Subtenant’s possession of the Subleased Property subject to and upon the provisions of this Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants of the parties, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and to induce WNC to make the Capital Contribution and the Mortgagee to make the Loan, the parties agree as follows:

- 1. **GROUND LEASE.** Owner and Tenant confirm that the Ground Lease is in full force and effect and there is no default thereunder or which, with the passage of time or giving of notice, or both, would constitute a default on the part of the Tenant under the Ground Lease.
- 2. **SUBLEASE.** Owner acknowledges and agrees that Tenant has the right and the authority to enter into the Sublease pursuant to the terms of the Ground Lease. Tenant and Subtenant confirm that the Sublease is in full force and effect and there is no default thereunder.
- 3. **MORTGAGE.** Tenant acknowledges and agrees that Subtenant has the right and the authority to enter into the Subleasehold Mortgage and the Assignments pursuant to the terms of the Sublease. Subtenant and Mortgagee confirm that the Subleasehold Mortgage is in full force and effect and there is no default thereunder.
- 4. **RECOGNIZED INTEREST HOLDER STATUS.** Owner recognizes Subtenant, WNC and Mortgagee as Recognized Interest Holders under Section 6.4 of the Ground Lease. Tenant recognizes WNC and Mortgagee as a Recognized Interest Holder under Section 6.4 of the Sublease. Subtenant, WNC and Mortgagee each hereby provide Owner pursuant to Section 6.4 of the Ground Lease, and WNC and Mortgagee hereby provides Tenant pursuant to Section 6.4 of the Sublease, with the names and addresses set forth in Section 7 for the purpose of receiving notices.
- 5. **NON-DISTURBANCE BY OWNER.** Owner will not disturb the tenancy or rights of a Recognized Interest Holder (its successors or assigns and any subsequent purchaser) so long as the Recognized Interest Holder (its successors or assigns and subsequent purchaser) cures any existing defaults as required herein and commits no default beyond the applicable notice and curative periods hereunder and is otherwise in full compliance with the terms of the Ground Lease. Under no circumstances will Owner be responsible for the payment of the debt secured by the Subleasehold Mortgage, and in no event will Owner’s fee simple estate in the Land, including Owner’s reversionary interest in the 9% Bluebird Project be subject or subordinate to any Sublease or the lien of the Subleasehold Mortgage.
- 6. **NON-DISTURBANCE BY TENANT.** Tenant will not disturb the tenancy or rights of a Recognized Interest Holder (its successors or assigns and any subsequent purchaser) so long as the Recognized Interest Holder (its successors or assigns and subsequent purchaser) cures any existing defaults as required herein

and commits no default beyond the applicable notice and curative periods hereunder and is otherwise in full compliance with the terms of the Sublease. Under no circumstances will Tenant be responsible for the payment of the debt secured by the Subleasehold Mortgage, and in no event will Tenant's leasehold estate under the Ground Lease be subject or subordinate to the lien of the Subleasehold Mortgage.

7. **NOTICE.** Unless otherwise specifically required by applicable law, any notices, approvals, consents or other communications required or permitted by this Agreement or by applicable law to be served on, given to, or delivered to any party to this Agreement must be in writing and will be deemed duly served, given, delivered and received only when actually received by the receiving party (or delivery is refused by the receiving party). Delivery may be by any reasonable method. Each party agrees to give notice to the other parties of its address and any change of its address for the purpose of this section by giving written notice of the change to the other party in the manner herein provided. If any party fails to provide a current address for notices, then the other parties may serve notices to the then current address for the other party (or its registered agent) in the records of the Idaho Secretary of State or the records of the Blaine County Assessor. For so long as the City of Ketchum remains the Owner, then City of Ketchum may update its notice address by public notice.

7.1 If to Owner: City of Ketchum
Attn: Mayor
PO Box 2315, 191 5th Street West, Ketchum, Idaho 83340

with a copy to:

Attn: _____

Email: _____

7.2 If to Tenant: Ketchum Community Development Corporation
Attn: Executive Director
PO Box 6452, Ketchum, Idaho 83340
Email: friedman.charles@gmail.com

with a copy to:

Winthrop & Weinstine, P.A.
Attn: Jason C. Harby
225 S 6th Street, Suite 3500 Minneapolis, MN 55402
Email: jharby@winthrop.com

7.3 If to Subtenant: 9% Bluebird Housing Partners LLC
c/o GMD Development LLC
Attn: Gregory M. Dunfield
520 Pike St #1010, Seattle, WA 98101
Email: greg@gmddevelopment.com

with a copy to:

Downs Pham & Kuei
Attn: Gary P. Downs
235 Montgomery Street 30th Floor, San Francisco, CA 94104
Email: gdowns@downspham.com

And with copies to WNC and counsel, as set forth below.

7.4 If to Mortgagee: Glacier Bank

Attn: Jennifer Wheeler
202 Main Street
P.O. Box 27
Kalispell, Montana 59903

Email: jwheeler@glacierbank.com

with a copy to:

Bjornson Jones Mungas, PLLC
Attn: David Bjornson
2809 Great Northern Loop, Suite 100
Missoula, Mt 59808
Email: david@bjornsonlaw.com

7.5 If to WNC:

WNC & Associates, Inc.
WNC Housing, L.P.
WNC Holding, LLC
17782 Sky Park Circle
Irvine, CA 92614-6404
Attn: Melanie Wenk

Jonathan Sirois, Esq.
Holland & Knight, LLP
10 Saint James Avenue
11th Floor
Boston, MA 02116

8. **TERMINATION OF GROUND LEASE.** If the Ground Lease is cancelled, terminated or surrendered, whether voluntarily or involuntarily or by operation of law, prior to the expiration date of the Sublease, then the Sublease will continue in full force and effect as a direct lease between Owner, as owner, and Subtenant, as tenant, upon and subject to the terms in the Sublease. Owner will not disturb the possession of Subtenant and Owner agrees to be bound by all of the terms and conditions contained in the Sublease, and the Assignments, except such terms as are not applicable to the remainder of the term of the Sublease. Owner will also not be:
- 8.1 liable for any act, omission or default of Tenant or any prior tenant, as owner under the Sublease, unless such act, omission or default is otherwise applicable to the period after the cancellation, termination or surrender of the Ground Lease;
 - 8.2 liable for any damage or other relief attributable to any breach or any representation or warranty contained in the Sublease by Tenant or any prior tenant, as owner under the Sublease;
 - 8.3 subject to any offsets or defenses which Subtenant might have against Tenant or any prior tenant, as owner under the Sublease;

- 8.4 bound by any prepayment of rent or additional rent which Subtenant might have paid for more than the current month to Tenant or any prior tenant, as landlord under the Sublease, except for prepayments of additional rent made on account of operating expenses and real estate taxes in accordance with the terms of the Sublease; or
- 8.5 bound by any amendment or modification of the Sublease or by any waiver or forbearance on the part of Tenant or any prior tenant, as landlord under the Sublease, made or given without Owner's written consent, but only if such amendment, modification, waiver or forbearance without the consent of Owner is prohibited by the terms of the Ground Lease.
9. **LIMITATION ON MORTGAGEE'S PERFORMANCE.** Nothing in this Agreement will be deemed or construed to be an agreement by Mortgagee to perform any obligation of Subtenant under the Sublease, the Sublease Mortgage, or the Assignments unless and until Mortgagee obtains the Subtenant's interests under the Sublease.
10. **ATTORNEYS' FEES.** In the event that any party hereto institutes any legal suit, action or proceeding, including arbitration, against another party, arising out of this Agreement, the prevailing party in the suit, action or proceeding will be entitled to receive, in addition to all other damages to which it may be entitled, the costs incurred by such party in conducting the suit, action, or proceeding, including reasonable attorneys' fees, expenses and court costs.
11. **ENTIRE AGREEMENT.** This Agreement, the Ground Lease, the Sublease, the Subleasehold Mortgage, and the Assignments supersede and cancel all oral negotiations and prior and other writings with respect to such subordination. If there is any conflict between the provisions of this Agreement and those of the Ground Lease or the Sublease, the provisions of this Agreement will prevail.
12. **AMENDMENTS AND MODIFICATIONS.** This Agreement may not be modified orally or in any manner other than by an agreement in writing signed by the parties hereto or their respective successors in interest.
13. **WAIVER.** No waiver by any party of any of the provisions hereof will be effective unless explicitly set forth in writing and signed by the party so waiving. No waiver by any party will operate or be construed as a waiver in respect of any failure, breach or default not expressly identified by such written waiver, whether of a similar or different character, and whether occurring before or after that waiver. No failure to exercise, or delay in exercising, any right, remedy, power or privilege arising from this Agreement will operate or be construed as a waiver thereof; nor will any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.
14. **GOVERNING LAW.** This Agreement will be governed by the law of the State of Idaho, without regard to the choice of law rules of Idaho.
15. **SEVERABILITY.** If any term or provision of this Agreement is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability will not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provisions in any other jurisdiction.
16. **SUCCESSORS AND ASSIGNS.** The Agreement will be binding upon and will inure to the benefit of the parties hereto and their respective successors and permitted assigns.
17. **COUNTERPARTS AND ORIGINAL COUNTERPARTS.** This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which when taken together will be deemed to be one and the same instrument. A signed copy of the Agreement delivered by email will be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

[end of text; counterpart signature pages follow]

COUNTERPART SIGNATURE PAGE

DATED effective as of the Effective Date.

Subtenant:

4% BLUEBIRD HOUSING PARTNERS LLC,
an Idaho limited liability company

By: ID 4% Bluebird KCDC LLC,
an Idaho limited liability company
its Managing Member

By: Ketchum Community Development Corporation,
an Idaho nonprofit corporation
its Sole Member

By: _____
Name: Charles Friedman
Its: President

By: ID 4% Bluebird GMD LLC,
an Idaho limited liability company
its Administrative Member

By: GMD Development LLC,
a Washington limited liability company
its Sole Member

By: _____
Name: Gregory M. Dunfield
Its: Manager

[Notary blocks on following page]

STATE OF IDAHO)
 :SS
County of Blaine)

COUNTERPART SIGNATURE PAGE

DATED effective as of the Effective Date.

Mortgagee: Glacier Bank

By: _____
Name: Jennifer Wheeler
Title: Vice President

STATE OF MONTANA)
) ss.
County of Flathead)

This record was signed before me on [_____], 2022 by Jennifer Wheeler as Vice President of Mortgagee.

Notary Signature

COUNTERPART SIGNATURE PAGE

DATED effective as of the Effective Date.

WNC: WNC HOLDING, LLC,
a California limited liability company

By: WNC & Associates, Inc., a California corporation,
its managing member

By: _____
Melanie Wenk
Executive Vice President – Business
Operations

EXHIBIT A

Residential Parcel

EXHIBIT B
Commercial Parcel

EXHIBIT C

Parking and Common Area Parcel

24662776v1



City of Ketchum

September 6, 2022

Mayor Bradshaw and City Councilors
City of Ketchum
Ketchum, Idaho

Mayor Bradshaw and City Councilors:

Recommendation to approve Financial Contribution to National Forest Foundation related to Bald Mountain Stewardship Project

Recommendation and Summary

Staff is recommending a \$10,000 one-time contribution for the Bald Mountain Stewardship Project through the National Forest Foundation.

"I move to approve a \$10,000 contribution to the Bald Mountain Stewardship Project"

The reasons for the recommendation are as follows:

- The city's contribution will leverage a ten to one funding match (see attachment)
- The project seeks to reduce wildfire risk through fuels reduction which directly relates to the city's public safety mission
- Bald Mountain is a major economic driver for the town; protecting its future aligns with the city's economic development duties

Sustainability Impact

The project seeks to improve the health of the forest through fuels reduction.

Financial Requirement/Impact

One-time contribution of \$10,000 can be supported within the existing approved General Fund Budget.

Attachments

Fundraising details
Project scope – National Forest Foundation
Purchase Order 22128

BIGWOOD BREAD

\$1,000,000 TO HELP SAVE BALD MOUNTAIN

Bigwood Bread and its employees are contributing to, and leading an ambitious community fundraising effort to raise **\$1,000,000** to help save the most important asset in our community - **“BALDY”**.

Bigwood Bread, along with its employees and key community leaders, will match 1-1 the first \$75,000 in donations from the community. So if you donate \$100 it will be matched 1-1 with \$100 from Bigwood Bread funds and then matched 1-5 with other funds from the Bald Mountain Stewardship fund. So your \$100 donation will be matched 1-10 and end up being \$1,000 in assistance for Baldy. A very exciting way to help contribute to a great cause.

Please join us in this effort to raise funds to assist in the restoration of Bald Mountain.

The money will be used in a multi-year effort to remove existing standing dead and downed trees from the bark beetle infestation, deter new insect infestations, remove existing fuels to help prevent fires, and replant thousands of new trees to increase diversity.

We are planning to raise \$167,000 from the community to go towards this project. The National Forest Foundation will match community donations **1 to 5** with other private and federal funds they have aggregated in the Bald Mountain Stewardship Fund. So if we can raise the \$167,000 from the community to support Bald Mountain, our donations will be matched by an additional \$835,000 for the project. That means **One Million Dollars** going to improve the health of Baldy and our collective lifestyles here in the valley.

Donations should be made out to the **National Forest Foundation** and include **“Bald Mountain Stewardship Project”** in the subject line. The National Forest Foundation is a qualified 501(c)3 that manages the Bald Mountain Stewardship Fund and can guarantee the match.

Please either drop your contribution off at Bigwood Bread and stay to enjoy a casual summer meal with us. Or mail your donation to **Bigwood Bread** at PO BOX 6332, Ketchum 83340.

The Bald Mountain Stewardship Project

The purpose of the Bald Mountain Stewardship Project is to reduce fuels and associated fire risk, improve forest health, and preserve the recreational experience on and around Bald Mountain, home of the Sun Valley Ski Resort. This world-renowned recreational destination drives central Idaho's economy and is the primary viewshed for the communities of Ketchum and Sun Valley.

The Wood River Valley's Forests

Forested lands in Central Idaho's Blaine County have seen a significant increase in forest decline over the last two decades due to insect and disease mortality. This has led to an uncharacteristic fire risk and contributed to the incidence of two large area wildfires (2007, 2013) that threatened homes and infrastructure in Wood River Valley. The area has also experienced an exponential increase in noxious weed presence that threatens critical wildlife habitat.

In 2019 a community effort convened and facilitated by the National Forest Foundation and aptly named the Bald Mountain workgroup, came together to address concerns around forest health, fire risk, and insect outbreak issues on and around Bald Mountain (Baldy). To date, more than 60 individuals and organizations have engaged through the workgroup collectively contributing more than 500 hours toward project planning and volunteerism. The product of this effort is the Bald Mountain Stewardship Project.

The Bald Mountain Stewardship Project is a landscape level effort that involves targeted thinning of forests to retain healthy trees, removal of dead and dying trees, placement of insect deterrent, and forest replanting efforts. The intended outcome is to produce strategic management actions across ownership boundaries that will result in a positive impact on forest health, economic stability, and human safety.

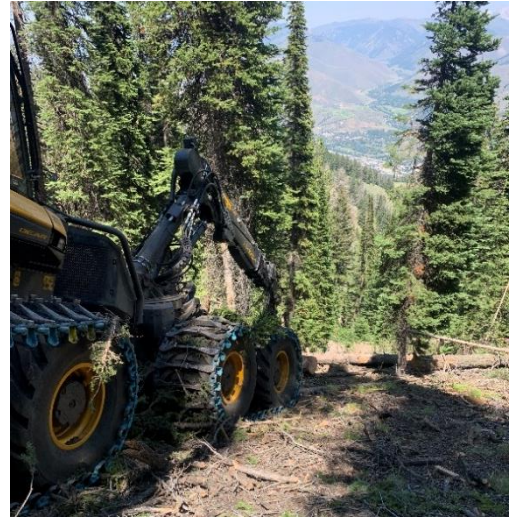
Alongside contributions from the Forest Service, Bureau of Land Management, and Sun Valley Company, the National Forest Foundation has been able to raise and contribute private funds and organize volunteer efforts to support the Bald Mountain Stewardship Project. This past winter, students and community members gathered on skis to place MCH packets throughout Baldy's Forests (which deter Douglas fir bark beetles from attacking the trees). In 2020, Sun Valley Company and the Forest Service worked with the National Forest Foundation to supply two large truckloads of logs from Bald Mountain's Restoration effort to the Shoshone Paiute Tribe at the Duck Valley Reservation. The wood was used for home heating through the winter months.

The National Forest Foundation

The National Forest Foundation is the leading organization inspiring personal and meaningful connections to our National Forests, the centerpiece of America's public lands. Our mission is to bring people together to restore and enhance our National Forests and Grasslands. For more information or to contribute to the Bald Mountain Stewardship Project please contact:



Dani Southard, Northern Rockies Program Manager
dsouthard@nationalforests.org
(208) 720-0957





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: 22128

To: 5888 NATIONAL FOREST FOUNDATION BLDG 27 STE 3 FORT MISSOULA RD MISSOULA MT 59804	Ship to: CITY OF KETCHUM PO BOX 2315 KETCHUM ID 83340
---	---

P. O. Date	Created By	Requested By	Department	Req Number	Terms
08/31/2022	bancona	bancona		0	

Quantity	Description	Unit Price	Total
1.00	BALD MOUNTAIN STEWARDSHIP PROJECT 01-4193-9930	10,000.00	10,000.00
	SHIPPING & HANDLING		0.00
	TOTAL PO AMOUNT		10,000.00

 Authorized Signature



City of Ketchum

September 6, 2022

Mayor Bradshaw and City Councilors
City of Ketchum
Ketchum, Idaho

Mayor Bradshaw and City Councilors:

**Recommendation to Hold First Reading of Ordinance #1242 Amending Chapter 10.05.03
(Traffic Authority) of the Ketchum Municipal Code**

Recommendation and Summary

Staff is recommending approval of the first reading of Ordinance #1242 which seeks to add two members to the Traffic Authority.

"I move to approve the first reading of Ordinance #1242 and schedule for Second Reading."

The reasons for the recommendation are as follows:

- The Fire Marshal and Senior Community Service Officer have been attending the meetings for the last year and have added value to the dialogue and decision making.
- They have not been allowed to be voting members as outlined in city code.

Sustainability Impact

None.

Financial Requirement/Impact

None.

Attachments

Ordinance #1242

ORDINANCE NO. 1242

AN ORDINANCE OF THE CITY OF KETCHUM, BLAINE COUNTY, IDAHO, AMENDING SECTION 10.05.030 OF THE MUNICIPAL CODE RELATING TO COMPOSTION OF THE TRAFFIC AUTHORITY OF THE CITY OF KETCHUM, BLAINE COUNTY IDAHO; AND PROVIDING THE EFFECTIVE DATE THEREOF.

WHEREAS, the City of Ketchum (the “City”), Blaine County, Idaho, is a municipal corporation duly organized and existing as a city under the general laws of the State of Idaho; and

WHEREAS, Ketchum Municipal Code 10.05.030 establishes the Traffic Authority to oversee regulatory changes to public streets and sidewalks; and

WHEREAS, there would be value to add two new committee members consisting of the Fire Marshal and Senior Community Service Officer.

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

Section 1. That Section 10.05.030 of the Ketchum Municipal Code be amended as follows:

10.05.030 - Composition.

The Ketchum Traffic Authority shall consist of the City Administrator, the Chief of Police, the Planning Director, the Superintendent of Streets, the Fire Marshal, the Senior Community Service Officer, and one City Council member who shall serve Ex Officio, appointed by the Mayor.

Section 2. This Ordinance shall be in full force and effect immediately upon its passage, approval, and publication, as provided by law.

PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR of the City of Ketchum, Blaine County, Idaho, this ____ day of _____, 2022.

CITY OF KETCHUM

By: _____
NEIL BRADSHAW, Mayor

ATTEST:

By: _____
LISA ENOURATO, Interim City Clerk



City of Ketchum

September 6, 2022

Mayor Bradshaw and City Councilors
City of Ketchum
Ketchum, Idaho

Mayor Bradshaw and City Councilors:

Recommendation to Hold Public Hearing and Conduct Third Reading to Amend FY22 Budget - Annual Appropriations Ordinance

Recommendation and Summary

Staff is recommending the City Council hold a public hearing and conduct the third reading of Ordinance #1238 which outlines the proposed amendments to the current fiscal year (22) budget.

"I move to approve the third reading of Ordinance #1238 by title only and adopt Ordinance #1238."

The reasons for the recommendation are as follows:

- State statute establishes requirements for amending the budget in Section 50-1003.
- General Fund Revenue Adjustments:
 - Increase for transfer from LOT - \$411,228
 - Fire & Rescue grant funding - \$45,000
 - Short-Term Rental permit revenue - \$75,000
- General Fund Expense Adjustments:
 - Fire & Rescue Short-Term Rental inspector position - \$77,937; paramedic training - \$14,000; over time - \$25,000; and ambulance storage - \$12,000
 - Extra payroll period in fiscal year - \$250,000
- Capital Improvement Fund Revenue Adjustment:
 - LOT transfer \$1,626,362
- Capital Improvement Fund Expense:
 - SV Road rebuild and other CIP \$1,552,032
 - FY21 project (professional services) carry over items \$74,330
- Local Option Tax Fund:
 - Revenue (fund balance utilization) to fund CIP - \$1,626,362
 - Expenses
 - CIP - 1,626,362
 - One-time funding for NGO contracts - \$176,200
 - Transfer to GF EMS - \$411,228
 - Granicus (STR compliance) \$29,810 and audio system for events \$31,500
- Wagon Days revenue reserved fund balance to transfer for event expenses \$39,999

Attachments

- Ordinance #1238

ORDINANCE NO. 1238

AN ORDINANCE OF THE CITY OF KETCHUM, IDAHO, AMENDING ORDINANCE NUMBER 1220, THE AMENDED ANNUAL APPROPRIATION ORDINANCE FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2021, AND ENDING SEPTEMBER 30, 2022; APPROPRIATING ADDITIONAL MONIES TO BE RECEIVED BY THE CITY OF KETCHUM, IDAHO; AND PROVIDING AND EFFECTIVE DATE.

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

SECTION 1. The Ordinance Number 1220 the Amended Annual Appropriation Ordinance for the city of Ketchum, Idaho, for the fiscal year commencing October 1, 2021, and ending September 30, 2022, be hereby amended as follows:

EXPENDITURES	ADOPTED FY 2021-2022	REVISED FY 2021-2022	PROPOSED ADJUSTMENT
General Fund	12,840,516	13,438,084	597,568
Essential Services Facilities Trust Fund	0	337,162	337,162
General Fund CIP Fund	2,917,362	4,618,058	1,700,692
Park & Recreation Trust	124,050	374,050	250,000
Original LOT Fund	2,400,000	4,675,100	2,275,100
Additional 1%-LOT Fund	1,900,000	2,266,247	366,247
Fire Construction Fund	0	500,000	500,000
Community Housing In-Lieu Fund	2,822,050	3,300,000	477,950
Wagon Days Fund	122,500	162,499	39,999
		TOTAL	6,544,718

That the additional sum be appropriated out of the revenues received from:

REVENUES	ADOPTED FY 2021-2022	REVISED FY 2021-2022	PROPOSED ADJUSTMENT
General Fund	12,840,516	13,438,084	597,568
Essential Services Facilities Trust Fund	0	337,162	337,162
General Fund CIP Fund	2,917,366	4,618,058	1,700,692
Park & Recreation Trust	127,050	377,050	250,000
Original LOT Fund	2,400,000	4,675,100	2,275,100
Additional 1%-LOT Fund	1,900,000	2,266,247	366,247
Fire Construction Fund	0	500,000	500,000
Community Housing In-Lieu Fund	2,822,050	3,300,000	477,950
Wagon Days Fund	122,500	162,499	39,999
		TOTAL	6,544,718

Section 2. This Ordinance shall be in full force and effect from after its passage, approval and publication.

PASSED by the City Council and APPROVED by the Mayor of the City of Ketchum, Idaho, this 6th day of September.

NEIL BRADSHAW, MAYOR

ATTEST:

LISA ENOURATO, INTERIM CITY CLERK

Publish: Idaho Mountain Express
September 14, 2022



City of Ketchum

September 6, 2022

Mayor Bradshaw and City Councilors
City of Ketchum
Ketchum, Idaho

Mayor Bradshaw and City Councilors:

FY23 Budget Public Hearing & Third Reading and Approval of Ordinance #1239

Recommendation & Summary

On June 27, the annual budget workshop was held where staff presented the draft budget for Council feedback. Overall, the Council supported the draft budget with the following homework items:

- Complete analysis to determine if planning fees could be adjusted to fund planner position in concert with some reimbursement portion from KURA (*in progress*)
- Update recreation fees (*complete*)
- Determine if adjustments could be made to fund increase for sustainability program (*complete*)

The city conducted an online public survey from June 24 to July 15. Results were distributed to the Council prior to the July 18 public hearing. Staff welcomes further policy guidance from the Council regarding any other amendments to the draft budget.

"I move approval of the third reading of Ordinance #1239 and approval of Ordinance #1239."

Introduction and History

General Fund

The current fiscal year (FY22) adopted revenues were \$12,840,516 (amended budget \$13,438,084). The revenue forecast for the General Fund was upgraded due to development activity within town and a post-COVID environment. Specifically, planning and building revenues were increased. Funds the city receives from the state were also increased due to the positive economic outlook. FY23 forecast is a base reduction to \$12,497,062 based on the following assumptions: (1) no federal COVID grants as received in FY22 (-\$307,050); (2) the three percent property tax adjustment (+\$328,617); (3) increase in state shared revenues (+\$134,812); and a base reduction in planning/building revenues (-\$129,550).

Capital Improvement Fund

During the FY22 budget development process, the Council approved the five-year plan with a commitment to review annually and make necessary adjustments moving forward. Staff has completed updates to years FY23-26 and added the new fifth year (27). The majority of proposed expenses in FY23 is related to maintenance and repair of existing assets/equipment. The most significant change to the plan is the addition of Warm Springs Preserve improvements which would be fully funded from donations. A very small portion of the plan is associated with new service enhancements (sidewalks, bike lanes/paths). It is important to note that the

city has never had a significant dedicated revenue source to fund the plan outside the Idaho Power Franchise (\$265,000) and Impact Fees for Streets, Fire and Police (\$134,000). Historically, the city has funded the CIP via overperforming revenues from either the General Fund or Local Option Tax Fund.

Local Option Tax Fund

FY22 was kept at a conservative base revenue forecast of \$2,400,000 knowing that it would likely overperform and those revenues would be utilized for the city's underfunded Capital Improvement Plan. The FY22 amended budget will be increased to \$4,675,100 in planned expense to accommodate the following interim budget requests: (1) onetime funding for NGO contracts per last year's budget workshop (\$237,510) (2) increased General Fund Transfer to support fire/EMS expenses; (3) Sun Valley Road rehabilitation project (\$1,277,735 LOT fund balance & \$348,627 CIP fund balance). FY23 forecast is \$2,846,469 based on current and previous fiscal year receipts. The draft proposed expenses are included. The most significant changes include: (1) no funding for Visit Sun Valley; (2) increase operating and capital funding for Mountain Rides; and (3) increased transfer to General Fund to cover Fire and Police expenses.

Water and Waste-Water Funds

Staff presented ten-year rate models to support the new five-year capital improvement plans in both funds. HDR completed the new 20-year Waste-water Facility Plan that informs CIP expenses. Absent a very significant rate increase, the city will need to issue debt to facilitate the implementation of the plan. The draft budget assumes a 7% sewer rate increase to support debt service should voters approve in November. Within the Water Fund the Council supported transitioning to more aggressive rate tier structure aimed at water conservation similar to the City of Hailey. This new rate structure will also help to implement the new Capital Improvement Plan.

Sustainability

The budget currently allocates funds (\$50,000) for sustainability activities in the Capital Improvement Fund.

Financial Impact

The FY23 draft budget is \$37,914,809 in total planned expenses and \$37,914,809 in revenues.

Attachments:

Ordinance #1239

FY23 Budget

ORDINANCE NO. 1239

AN ORDINANCE OF THE CITY OF KETCHUM, IDAHO, ENTITLED THE ANNUAL APPROPRIATION ORDINANCE FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2022, APPROPRIATING TO THE VARIOUS BUDGETARY FUNDS, SUMS OF MONEY DEEMED NECESSARY TO DEFRAY ALL NECESSARY EXPENSES AND LIABILITIES WITHIN EACH FUND FOR THE ENSUING FISCAL YEAR, AUTHORIZING A LEVY OF A SUFFICIENT TAX UPON THE TAXABLE PROPERTY AND SPECIFYING THE OBJECTS AND PURPOSES FOR WHICH SAID APPROPRIATION IS MADE, AND PROVIDING AN EFFECTIVE DATE.

BE IT ORDAINED by the Mayor and City Council of the City Ketchum, Blaine County, Idaho:

SECTION 1: That the sum of \$37,914,809 be raised and appropriated to defray the necessary expenses and liabilities of the City of Ketchum, Blaine County, Idaho for the fiscal year beginning October 1, 2022.

SECTION 2: That the City Council hereby appropriates each Fund as an independent fiscal and accounting group with a self-balancing set of accounts recording cash and/or other resources together with all related liabilities, obligations, reserves, and equities which are segregated for the purpose of carrying on specific activities or attaining certain objectives.

SECTION 3: That the appropriation for the General Fund is made in the following amount to each specific division or function:

Legislative and Executive, Administrative, Legal, Community Planning and Development, Law Enforcement, Fire and Rescue, Street and Facility Maintenance, and Non-Departmental.

Total General Fund	12,497,062
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SECTION 4: That the appropriation for the Water and Wastewater Funds is made in the following amounts to each specific Fund, department, or function:

Water Fund	2,815,101
Water Capital Improvement Fund	559,000
Wastewater Fund	6,868,120
Wastewater Capital Improvement Fund	4,248,090
Total Water and Wastewater Funds	14,490,311

SECTION 5: That the appropriation for all Other Funds is made in the following amounts to each specific Fund, department, or function:

General Capital Improvement Fund	2,549,374
Wagon Days Fund	151,550
Original LOT Fund	2,846,469
Additional 1%-LOT Fund	2,066,247
GO Bond Debt Fire Fund	880,491
Community Housing In-Lieu Fund	305,000
City/County Housing (Strategic Initiative) Fund	848,349
Police Trust Fund	7,500
Parks & Recreation Trust Fund	1,122,456
Development Trust Fund	150,000
Total Other Funds	10,927,436

SECTION 6: That a general tax levy on all taxable property within the City of Ketchum be levied in an amount allowed by law for the general purposes for said City, for the fiscal year beginning October 1, 2022.

SECTION 7: All ordinances and parts of ordinances in conflict with this ordinance are hereby repealed.

SECTION 8: This ordinance shall take effect and be in force upon its passage, approval, and publication in one issue of the Idaho Mountain Express, a newspaper of general circulation in the City of Ketchum, and the official newspaper of said City.

PASSED by the City Council and APPROVED by the Mayor of Ketchum this 6th day of September 2022.

ATTEST:

NEIL BRADSHAW, MAYOR

LISA ENOURATO, INTERIM CITY CLERK

City of Ketchum | Fiscal Year 2023 Draft Budget



September 1, 2022



Neil Bradshaw – Mayor

Michael David – Council President

Courtney Hamilton – Council Member

Jim Slanetz – Council Member

Amanda Breen – Council Member

Jade Riley – City Administrator

Shellie Gallagher – City Treasurer

Aly Swindley – Management Analyst



After two years of unprecedented growth and change in our small mountain town, it feels like we are at an inflection point where both the economic and social outlook lack visibility. Is growth set to continue? Is a possible recession going to slow things down? Is inflation going to limit our investment possibilities? While property values may have increased significantly, by state law our property tax revenue can only increase by 3%. This is far below the cost increases that we are witnessing. Cost increases have broadly tracked a CPI of almost 9%. This disparity between the rate of revenue growth and rate of inflation creates a squeeze on our budget.

The property price increases, and related rent increases, have had a huge impact on our housing situation; and the affordability of living here has made it harder for local workers and businesses to provide goods and services to our residents and visitors.

To best address this challenge, our budget must adjust to the growing demands on our town and our efforts must be focused on three main areas:

1. Housing for year-round residents
2. Preserving the character and soul of Ketchum
3. Investing in our city's infrastructure

Furthermore, we must embark on a project to update our city code to better reflect our community expectations and provide greater direction to prospective developers.

By prioritizing these areas, we will work towards our mission of **"Enhancing Ketchum's Livability."**

With more people relocating to town, and greater tourist numbers, there is additional strain on our infrastructure, public safety, and other service demands. This budget seeks to address these immediate needs, as well as plan for the required capital projects in the future.



Our revenue forecast reflects a realistic outlook for inflationary growth. It anticipates a flattening in the growth in tourism, construction, retail, and the continuation in the development of a year-round economy through an increase in remote workers. Highlights of our revenue forecast include:

1. **Local Option Tax (LOT):** We estimate an increase in LOT revenues of 20% (\$300,000) over last year's adopted budgeted amount. Total LOT receipts for 2023 are budgeted at \$2.7m but are anticipated to come in as high as \$2.9m.
2. **Building Fee Revenue:** Fee revenue for planning and building is expected to decrease by 25%. This is \$128,000 below our budget for 2022.

Our spending priorities focus on enhancing service levels to our community through infrastructure investment, capital improvement projects, transportation, and public safety. Investing in our excellent employees is also an important part of delivering service levels that the community deserves.

Our budget is aligned with our vision for Ketchum; namely a city that is **vibrant, connected, sustainable and safe**.

Aligned with this vision, here are some highlights from the **\$37.9m** Budget:

Vibrant:

- **Housing** – We have put in \$848,349 of funding for strategic housing initiatives. This represents \$266,349 of additional funding on top of \$582,000 of unspent ARPA funding from last year. Year-round vibrancy starts with year-round residents, and we are focused on encouraging projects that increase our inventory of long-term rentals.
- **Events** – We have increased our event budget by \$10,000 to \$85,000. We will still deliver events that are worthy of our tourist economy while being good stewards of our LOT revenues. The separate budget for Wagon Days, our city's flagship event, is \$151,550.
- **Arts** – We have included \$10,000 for miscellaneous art projects around town plus Percent for Art (5%) on all qualifying Capital Improvement Plan projects.



Connected:

- **Transportation** – We have increased our funding of Mountain Rides by providing one-time funds of \$242,000. This represents a 43% share of total municipality funding within the valley. Mountain Rides has been able to secure additional COVID funding to maintain current service levels.
- **Mobility** – We have \$333,111 for sidewalk repairs to enhance walkability and are studying the Warm Springs and Saddle Road intersection for improvements. A key project we anticipate is a full replacement of the tired pavers along the Fourth Street Corridor (Main Street to Walnut Avenue).
- **Streets** – The maintenance of our streets and snowplowing operations will be supported by a total of \$2,062,892 for operations.

Sustainable:

- **Water and Wastewater** – The replacement of the old Ketchum Springs line is now complete and will eliminate more than 350 million gallons of line leakage and reduce annual pumping costs by more than \$50,000 per year. Our focus now shifts to the Water Division to improve redundancy within the system and install emergency generators at our pump stations. Within the Wastewater Division, City Council recently approved a new Capital Improvement Plan for the next 20 years; investing more than \$4,807,090 this fiscal year as part of the longer-term plan, which includes asking voters to approve revenue bonds to keep rates low.
- **Environmental** – We have provided \$80,000 towards the City/County sustainability program.

Safe:

- **Fire** – We have realigned the compensation of our fire department and have completed the construction of the fire station. Along with new fire engines and fire trucks, we have established a fire department that can serve the growing demands of our community. In all, we have increased the fire budget by 4% (\$101,774) to \$2,622,064.
- **Sheriff** – In working with the Sheriff, we have increased our police contract by \$179,665 (11% over the previous year) and we propose a contract with the BCSO of \$1.7m this year.

Our people:

Our employees make it happen and get it done. We have proposed to cover the increased cost of health expenses 12% and increase compensation by approximately 9% based on a combination of salary increases and one-time bonuses.



City of Ketchum | 2023 Draft Budget
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City of Ketchum | 2023 Draft Budget
Executive Summary

The Fiscal Year 2023 proposed budget assumes \$37,914,809 in total planned expenses and \$37,914,809 in revenues. The total budget consists 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 city adheres to the Government Finance Officers Association best practices when developing the budget. Specifically, this proposed budget ensures that ongoing costs are aligned with ongoing revenue sources. In addition, the proposed budget recommends that only a portion of the increased revenues be allocated to ongoing expenses in the event of an economic downturn.

The revenue forecast for the General Fund is less than Fiscal Year 2022 due to not receiving federal ARPA funds and the downgrading of planning and building revenues. The budget assumes a three percent increase in property tax revenues as allowed by state law to fund inflationary expenses. There are no significant changes in revenues received from the State of Idaho. Revenue forecast for the Local Option Tax Fund was increased based on the current fiscal year's performance. The draft budget recommends that any additional revenues be allocated to support the Capital Improvement Plan.

The draft budget allocates funding for a new full-time position in the Facilities Division to maintain the newly acquired Warm Springs Preserve property. The budget makes allowances for a compensation increase for both contract (Fire Dept.) and non-contract employees to keep pace with inflation. Expenses related to health care and vehicle fuel/petroleum products were increased due to external rate changes. Two planned positions are not reflected in the draft budget. An interim budget amendment is anticipated to support fire department staffing associated with the ambulance contract, and an additional planning staff member based on the adjusted planning revenue forecast.

The city has two enterprise funds (Water & Wastewater), which are self-supporting via monthly customer charges. The city has recently completed a master facility plan for the Wastewater Division, which contemplates a significant reinvestment in the treatment facility over the next 10-20 years. Therefore, a rate adjustment of at least 7% is recommended in concert with seeking voter approval this November to issue revenue bonds. The capital improvement plan for the Water Division has also been updated and is reflected in the draft budget expenses. The City Council has previously supported the concept of moving toward a broader tiered rate structure similar to the City of Hailey's to promote water conservation. The budget assumes the new rate structure which will also assist with proper funding of the new capital improvement plan.

The following pages provide an overview of all funds by revenue and expense; department details are covered on pages 11-28. Details regarding outside contract entities are included as an appendix.



City of Ketchum | 2023 Draft Budget
 Revenue / Expenditure Overview by Fund

AMENDED FY 2022	FY 2021 Audited Fund Balance Financial Statement	Assigned & Restricted	Assigned Fund Balance	Revenue	Expense	Ending Balance Less Assigned & Restricted
General Fund	\$ 4,354,406	\$ (2,182,888)	\$ 557,050	\$ 12,881,144	\$ 13,438,194	\$ 1,614,468
Essential Service Fund	\$ 337,162	\$ -	\$ 337,162	\$ 337,162	\$ -	\$ -
Capital Improvement	\$ 3,120,749	\$ (1,000,000)	\$ 1,511,171	\$ 3,181,217	\$ 4,618,058	\$ 683,908
LOT Fund	\$ 1,776,363	\$ -	\$ 1,626,362	\$ 4,300,000	\$ 4,300,000	\$ 150,001
Trust Fund	\$ 356,394	\$ -	\$ 105,000	\$ 268,050	\$ 369,050	\$ 255,394
Water Fund & CIP	\$ 4,243,785	\$ (1,604,691)	\$ -	\$ 2,956,632	\$ 2,956,632	\$ 2,639,094
Wastewater Fund & CIP	\$ 9,206,414	\$ (6,805,989)	\$ -	\$ 4,797,419	\$ 4,465,625	\$ 2,732,220
Street Bond Fund	\$ -	\$ -	\$ -	\$ 3,212	\$ 3,212	\$ -
Fire Bond Fund	\$ 768,722	\$ -	\$ 500,000	\$ -	\$ 500,000	\$ 268,722
In-Lieu Housing Fund	\$ 2,848,406	\$ -	\$ 2,848,406	\$ 1,018,862	\$ 2,822,050	\$ -
Strategic Initiative	\$ -	\$ -	\$ -	\$ 864,099	\$ 864,099	\$ -
Wagon Days Fund	\$ 39,999	\$ -	\$ 39,999	\$ 202,498	\$ 202,498	\$ -
TOTAL FUNDS	\$ 27,052,401	\$ (11,593,568)	\$ 7,525,151	\$ 30,810,295	\$ 34,539,418	\$ 8,343,808

FY 2023	Beginning Fund Balance Not Audited	FY 2022 Assigned & Restricted	Assigned Fund Balance	Revenue	Transfers	Expense	Transfers	Ending Balance	FY 2023 Assigned & Restricted	Ending Balance Less Assigned & Restricted
General Fund	1,614,468	2,182,888	89,956	9,665,513	2,741,593	12,487,062	10,000	3,617,444	(2,124,501)	1,492,943
Capital Improvement	683,908	1,000,000	-	-	-	-	-	1,683,908	(1,000,000)	683,908
LOT Funds	150,001	-	-	4,912,716	-	3,012,716	1,900,000	150,000	-	150,000
Trust Funds	255,394	-	255,394	1,024,562	-	1,279,956	-	-	-	-
Water Fund & CIP	2,639,094	1,604,691	421,833	2,418,268	534,000	2,588,736	785,365	3,821,953	(1,604,691)	2,217,262
Wastewater Fund & CIP	2,732,220	6,805,989	1,352,198	5,556,422	4,207,590	6,548,887	4,567,323	8,186,011	(6,805,989)	1,380,022
Street Bond Fund	-	-	-	-	-	-	-	-	-	-
Fire Bond Fund	268,722	-	268,722	611,769	-	880,491	-	-	-	-
In-Lieu Housing Fund	-	-	-	305,000	-	305,000	-	-	-	-
Strategic Initiative Fund	-	-	848,349	-	-	848,349	-	-	-	-
Wagon Days Fund	-	-	-	19,300	132,250	151,550	-	-	-	-
TOTAL FUNDS	8,343,808	11,593,568	3,236,452	24,513,550	7,615,433	28,102,747	7,262,688	17,459,316	(11,535,181)	5,924,135

Authorized Staffing Overview by Fund

Position	FY 20/21 Budget	FY 21/22 Budget	FY 22/23 Budget	Position	FY 20/21 Budget	FY 21/22 Budget	FY 22/23 Budget
Legislative & Executive				Streets			
Mayor	1	1	1	Director of Streets & Facility Maintenance	1	1	1
City Council Members	4	4	4	Street Supervisor	1	1	1
	5	5	5	Sr. Street Mechanic	1	1	1
Administration				Street Crew Lead	1	1	1
City Administrator	1	1	1	Sr Equipment Operator	2	1	3
Public Affairs & Administrative Services Manag	1	1	1	Equipment Operator	3	3	2
Director of Finance & Internal Services	1	0	0	Shared position with Facility Maintenance	1	1	1
City Treasurer	0	1	1	Equipment Operator (winter only)	2	3	2
City Clerk	1	1	1	Administrative Assistant	0.5	1	1
Deputy Treasurer	1	1	1	Winter seasonal	3	2	2
Deputy Clerk	0	1	0		15.5	15	15
Senior Accountant	1	0	0	Facility Maintenance			
Business License & Tax Specialist	1	1	1	Maintenance Supervisor/City Arborist	1	1	1
Special Event Manager	0	0	1	Buildings and Facilities Supervisor	1	1	1
Administrative Assistant (Public Counter)	1	1	1	Grounds Supervisor	1	1	1
Management & Communications Analyst	1	1	1	Maintenance Worker --WSP	0	0	1 new
	9	9	9	Maintenance Assistant 1 shared	2	2	2
Fire & Rescue				Maintenance Assistant (seasonal)	1	1	1
Fire Chief	1	1	1		6	6	7
Assistant Fire Chief/Fire Marshall	1	1	1	Enterprise Funds			
Fire Inspector	0	1	1	Utilities Director	1	1	1
Captain	3	3	3	Water Division Supervisor	1	1	1
Sr. Lieutenant	2	2	2	Water Utilities Supervisor	1	1	1
Lieutenant	4	4	4	Water Utilities Office Coordinator (shared)	0.5	0.5	0.5
Engineer/Firefighter	0	2	2	Water Utility Maintenance Worker	3	3	3
Fire Clerk	1	1	1	Wastewater Division Supervisor	1	1	1
Volunteer Firefighters	40	40	40	Wastewater Collection Supervisor	0	1	1
	12	15	15	Wastewater Plant Lab Technician	1	1	1
Police Community Services Officer				Wastewater TP Lead Operator	1	1	1
	2	2.5	2.5	Sr. Wastewater Utilities Operator	3	2	2
Recreation				Wastewater Utilities Office Coordinator (shared)	0.5	0.5	0.5
Director of Recreation	1	1	1		13	13	13
Recreation Supervisor	1	1	1	City Housing			
Community Recreation Supervisor	1	1	1	Executive Director	0	0	1 new
Youth Recreation Supervisor	1	1	1	Program Administrator & Case Manager	0	0	1 new
Seasonal and PT Employees	4 to 20	4 to 20	4 to 20	Administrative Assistant	0	0	0.5 new
	4	4	4		0	0	2.5
Planning & Building				City Staffing Summary			
Director of Planning and Building	1	1	1		FY 20/21 Budget	FY 21/22 Budget	FY 21/22 Budget
Senior Planner	1	2	2	Legislative & Executive	5	5	5
Associate Planner	1	1	1	Administration	9	9	9
Planning Technician	0	0	1	Fire & Rescue	12	15	15
Administrative Assistant	1	1	0	Police	2	2.5	2.5
	4	5	5	Recreation	4	4	4
				Planning & Building	4	5	5
				Streets	15.5	15	15
				Facility Maintenance	6	6	7
				Utility Director	1	1	1
				Water	5.5	5.5	5.5
				Wastewater	6.5	6.5	6.5
				City Housing	0	0	2.5
				Totals	70.5	74.5	78



City of Ketchum | 2023 Draft Budget
General Fund Summary

The General Fund is the City’s primary source of funding for daily operations ranging from police and fire/EMS services to street maintenance to children’s recreation programs. The primary revenue sources for the fund include property taxes, state revenue sharing, transfer from the Local Option Tax Fund, planning and building permits, and franchise fees.

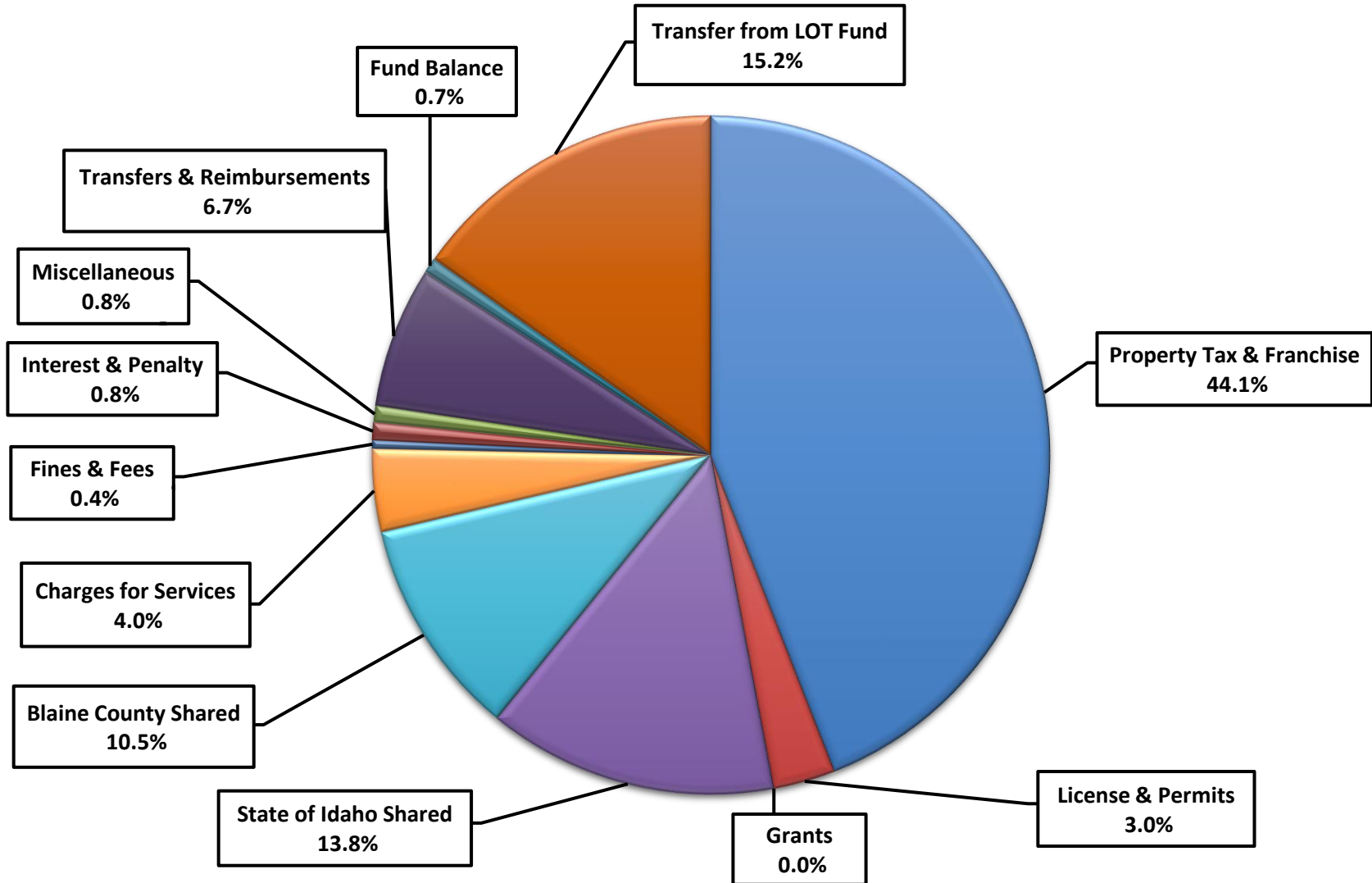
Revenues are forecasted to decrease overall due to ARPA grant funds no longer being issued. However, the following revenues will see an increase: Local Option Tax transfer by \$595,556; property tax and franchise fees by \$296,072; state and county shared fees by \$134,812; refunds and reimbursements by \$136,900.

Planned expenses are proposed to decrease by \$343,454 with \$364,700 in one-time spending. The revised budget allocates on-going funding for increases in health care, vehicle fuel, and power due to external rate changes. The revised budget allocates a blend of a 4% base compensation increase and a one-time 5% bonus.

The draft budget also allocates funding to add one full-time position in the Facilities Maintenance Department for the management of the Warm Springs Preserve. The budget makes allowances for the 2nd year in the collective bargaining agreement with the Fire Department.

It is important to note that the recommended budget adheres to the restricted fund balances set by City Council.

FY 2023 General Fund Resources



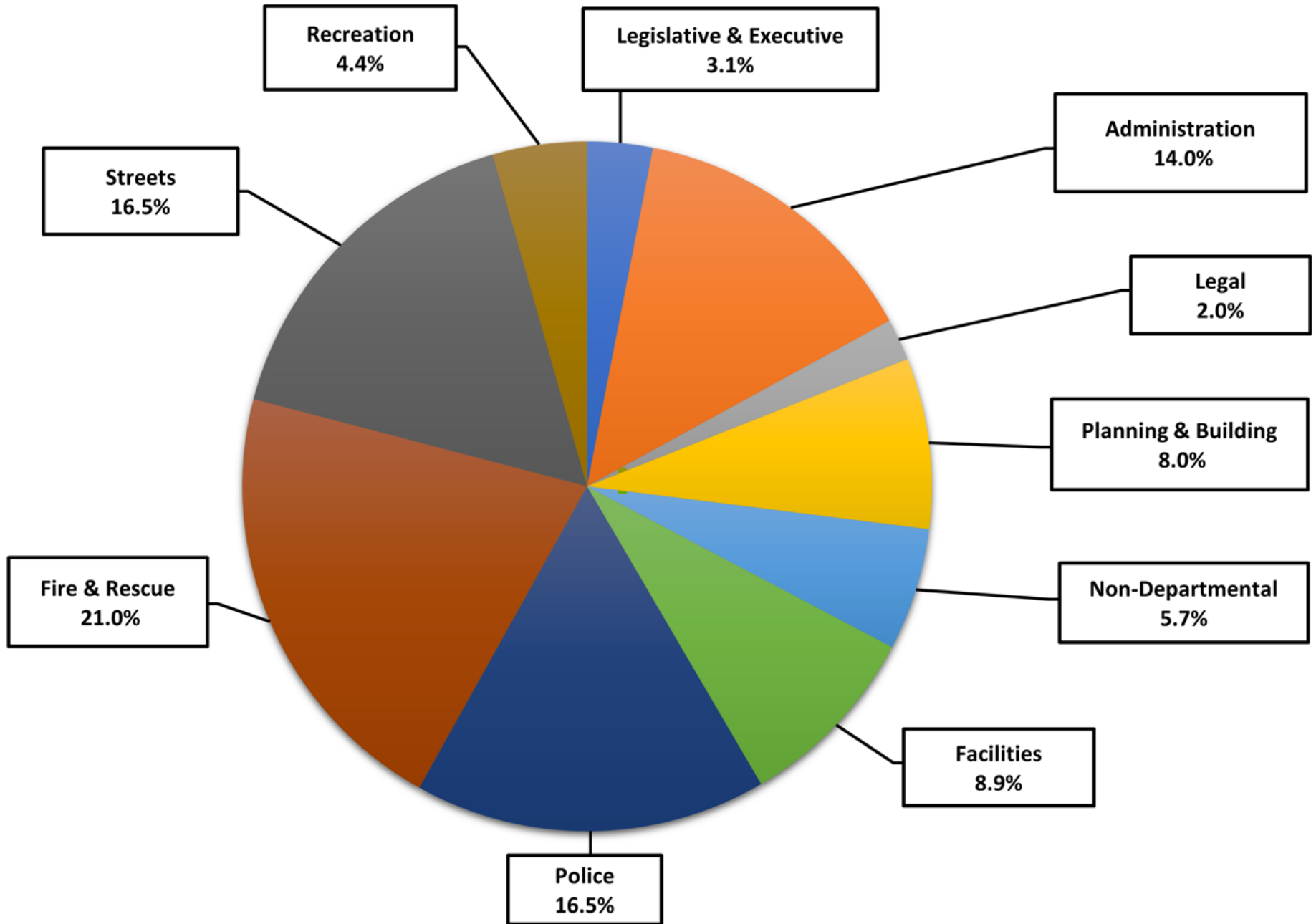
General Fund Detailed Revenue

	FY 2020 AUDITED	FY 2021 AUDITED	FY 2022 AMENDED	FY 2023 PROPOSED		
	ACTUALS	ACTUALS	BUDGET	BUDGET	NOTES	
1	1. PROPERTY TAX & FRANCHISE	4,774,388	5,143,167	5,178,869	5,507,486	
2	1000-GENERAL PROPERTY TAXES	4,438,061	4,603,017	4,603,267	4,895,073	AIC FY2021 + 3%
3	1050-PROPERTY TAX REPLACEMENT	11,416	11,416	12,848	11,714	AIC FY2021 + 3%
4	6100-IDAHO POWER FRANCHISE	-	-	-	-	
5	6110-GAS FRANCHISE	89,637	97,087	100,000	100,000	actual 2021 x 2 and 2% increase per IGC
6	6120-T.V. CABLE FRANCHISE	148,363	165,779	144,563	165,000	estimated prior two years
7	6130-WATER UTILITY ROW FEE (5%)	-	91,446	112,351	121,832	5% of Utility Fees
8	6140-WASTEWATER UTILITY ROW FEE(5%)	-	83,481	115,934	121,624	5% of Utility Fees
9	6150-SOLID WASTE FRANCHISE	72,997	75,230	77,906	80,243	3% increase
10	9000-PENALTY & INTEREST ON TAXES	13,915	15,711	12,000	12,000	
11	2. LICENSES & PERMITS	422,664	612,469	393,500	370,750	
12	1110-BEER LICENSES	13,679	12,840	13,450	13,450	
13	1120-LIQUOR LICENSES	8,353	6,678	8,400	8,400	
14	1130-WINE LICENSES	14,583	14,617	14,000	14,000	
15	1140-CATERING PERMITS	540	1,100	1,000	1,000	
16	1150-OFF-SITE BUS./SPECIAL EVENTS P	17,110	13,716	15,000	13,000	
17	1400-BUSINESS LICENSES	32,064	32,670	32,000	35,750	increase fee to 125 initial application \$50.00 for renewal
18	1410-SHORT TERM RENTAL LICENSES	-	-	45,000	73,500	465 permits @ 35% =140 @525
19	1520-TAXI-LIMO PERMITS	2,945	1,455	2,750	2,750	
20	2100-BUILDING PERMITS	330,098	516,904	250,000	200,000	NOT TO BE ALLOCATED IN FUTURE YEARS 50% TO BASE EXPENSE
21	2140-RIGHT-OF-WAY PERMITS	1,766	10,504	10,000	7,000	
22	2160-STREET EXCAVATION PERMIT FEE	1,450	1,860	1,900	1,900	
23	2600-SNOW STORAGE PERMITS	75	125	-	-	
24	6800-TREE PERMITS/TREE REMOVAL PRMT	-	-	-	-	
25	3. GRANTS	40,511	418,475	352,050	-	
26	1120-FEDERAL GRANTS	-	307,050	-	-	
27	4000-STATE TRANSPORTATION GRANT	-	-	-	-	
28	4100-STATE GRANTS	30,511	107,675	45,000	-	
29	4200-OTHER GRANTS	10,000	3,750	307,050	-	
30	4. STATE OF IDAHO SHARED	1,627,251	1,701,999	1,631,939	1,729,694	
31	5100-STATE LIQUOR APPORTIONMENT	401,989	428,870	385,000	409,315	AIC
32	5200-HIGHWAY USER'S REVENUE - STREE	132,411	172,462	138,216	200,568	AIC PROJECTED HB312 & HB362
33	5500-STATE SALES TAX ALLOCATION	78,308	-	-	-	COMBINED WITH STATE SHARED REVENUE PER AIC
34	5600-STATE SHARED REVENUE	1,014,543	1,100,666	1,108,723	1,119,811	AIC PROJECTED
35	5. COUNTY SHARED	1,200,216	1,233,336	1,270,238	1,307,295	
36	8400-COUNTY COURT FINES	35,881	34,071	35,000	35,000	
37	8600-COUNTY AMBULANCE CONTRACT	1,164,335	1,199,265	1,235,238	1,272,295	contracted 3% increase (Bill is working on this)
38	9400-BLAINE COUNTY HOUSING AUTHORIT	-	-	-	-	

General Fund Detailed Revenue, cont.

39	6. CHARGES FOR SERVICES	677,793	1,095,012	625,550	497,500	
40	1100-PLANNING FEES	134,120	232,143	140,000	75,000	NOT TO BE ALLOCATED IN FUTURE YEARS 50% TO BASE EXPENSE
41	1104-HOTEL FEES	-	-	-	-	
42	1110-BUILDING PLAN CHECK FEES	189,254	320,327	162,500	130,000	NOT TO BE ALLOCATED IN FUTURE YEARS 50% TO BASE EXPENSE
43	1120-PLANNING PLAN CHECK FEES	125,686	215,899	113,750	91,000	NOT TO BE ALLOCATED IN FUTURE YEARS 50% TO BASE EXPENSE
44	1130-FIRE PLAN CHECK FEES	125,686	215,635	113,750	91,000	NOT TO BE ALLOCATED IN FUTURE YEARS 50% TO BASE EXPENSE
45	1400-MAILING FEES/PUBLICATION	-	-	-	-	
46	1500-RE PRODUCTION/FINGERPRINT FEES	567	573	1,150	500	
47	2200-RURAL FIRE PROTECTION FEES	-	-	-	-	
48	2250-SPECIAL FIRE FEES	7,359	12,716	2,500	5,000	
49	3000-ANIMAL TRANSPORTS	-	-	-	-	
50	3600-BANNER FEES	5,600	3,150	6,000	6,000	
51	6100-BC SCH DIST.PARK MAINT. CONTR	15,000	15,000	15,000	16,500	
52	6300-PARK YOUTH PROGRAM FEES	63,593	57,680	60,000	70,000	
53	6320-PARK USER FEES	6,914	17,109	8,000	10,000	
54	6330-PARK SWIM TEAM	-	-	-	-	
55	6700-PARK CONCESSION SALES	3,764	4,781	2,500	2,500	
56	6800-TREE SERVICES	250	-	400	-	
57	7. FINES & FEES	58,933	70,020	55,250	50,000	
58	1100-PARKING FINES	45,897	55,763	45,000	45,000	
59	1200-ELECTRIC VEHICLE CHARGING	5	119	250	-	
60	1300- PAID PARKING	13,031	14,138	10,000	5,000	
61	8. INTEREST & RENTS	144,038	105,129	111,789	102,788	
62	1000-INTEREST EARNINGS	65,889	19,516	35,000	20,000	changed after review
63	1020-INTEREST EARNINGS-491 SV ROAD	1	0	1	-	
64	1500-GAIN/LOSS ON INVESTMENTS	-	-	-	-	
65	2000-RENT	-	4,750	-	6,000	Shroeder \$500.00 per month
66	2010-RENT-PARK RESERVATIONS	7,270	10,075	6,000	6,000	
67	2020-RENT-491 SUN VALLEY ROAD	70,878	70,788	70,788	70,788	CHECK RENT AMOUNT \$5899 per month
68	9. MISCELLANEOUS	246,412	147,096	601,506	100,000	
69	3600-REFUNDS & REIMBURSEMENTS	230,385	135,695	298,006	100,000	
70	3610-REFUNDS & REIMBURSEMENTS-ST	-	-	-	-	
71	4000-SALE OF FIXED ASSETS	5,261	1,225	3,500	-	are we planning to surplus
72	4100-SALE OF FIXED ASSETS-STREET	-	-	-	-	
73	6500-DONATIONS	-	175	-	-	
74	7000-MISCELLANEOUS	2,815	9,626	300,000	-	TBD one time contingency to allow for flexibility of revenue
75	7010-MISCELLANEOUS-STREET	-	-	-	-	
76	7020-FLOOD PLAIN PROG REIMBURSEMENT	219	375	-	-	
77	7030-BUILDING PERMIT REIMBURSEMENT	7,733	-	-	-	
78	10. TRANSFERS & REIMBURSEMENTS	2,012,706	2,159,363	2,294,225	2,741,593	
79	8701-KETCHUM RURAL REIMB-SAL/BEN	-	3,946	-	-	
80	8703-TRANSFER FROM GENERAL CIP	-	-	-	-	
81	8718-TRANSFER STREET GO BOND	-	-	3,212	-	
82	8720-TRANSFER FRM FIRE TRUST FUND	-	-	-	-	
83	8722-LOT REIMB-GF ADMIN.EXPENSES	2,500	2,500	3,000	3,000	should match transfer from LOT, POLICE, FIRE & RESCUE,ADMIN SALARY
84	8722-TRANSFER FROM LOT FUND	1,103,317	1,309,465	1,307,444	1,900,000	use calc worksheet Mat & Srvs
85	8763-REIMBURSEMENT FROM WATER FUND	271,040	279,172	287,547	218,048	use calc worksheet Mat & Srvs
86	8764-WATER FUND REIMB-ADMIN.EXPENSE	103,000	106,090	109,273	96,486	use calc worksheet Mat & Srvs
87	8765-REIMBURSEMENT FROM WASTEWATER FD	271,040	279,172	287,547	298,280	use calc worksheet Mat & Srvs
88	8766-WW FUND REIMB-ADMIN.EXPENSES	141,892	146,149	150,533	131,989	timesheet entries plus anticipated housing staff work time
89	8798-URA FND REIM-SALARIES/BENEFITS	87,048	-	111,814	50,000	see FY 23 KURA Reimbursement
90	8798-URA FUND REIMB-ADMIN. EXPENSES	32,868	32,869	33,855	43,790	
91	11. FUND BALANCE	-	-	557,050	89,956	
92	9000-FUND BALANCE	-	-	557,050	89,956	
	Grand Total	11,204,912	12,686,067	13,071,966	12,497,062	

FY 2023 General Fund Expenses



GENERAL FUND EXPENDITURES		FY 2020 Audited Actuals	FY 2021 Audited Actuals	FY 2022 Adopted w/ Amendments	FY 2023 Proposed Budget	One-Time
		10,255,339	12,316,001	13,438,194	12,497,062	
Expenditures		FY 2020 Audited Actuals	FY 2021 Audited Actuals	FY 2022 Adopted w/ Amendments	FY 2023 Proposed Budget	One-Time
1.	Legislative & Executive	333,697	331,472	360,635	383,452	
2.	Administration	1,768,982	1,829,993	1,736,652	1,744,915	94,700
3.	Legal	380,792	230,734	238,600	244,360	-
4.	Planning & Building	717,976	868,033	915,451	1,000,116	180,000
5.	Non-Departmental	207,326	2,115,349	1,818,668	716,515	90,000
6.	Facility Maintenance	622,596	688,629	907,228	1,106,417	
7.	Police	1,646,374	1,658,523	1,843,947	2,063,870	
8.	Fire & Rescue	2,250,390	2,130,718	2,520,290	2,622,064	
9.	Streets	1,883,335	1,963,199	1,891,540	2,062,892	
10.	Recreation	443,870	499,352	607,505	552,463	
Total Expenditures		10,255,339	12,316,001	12,840,516	12,497,062	364,700
Inflationary Changes					-	-
1.		-	-	-	-	-
2.						
Sub-total		-	-	-	-	-
Funding Requests						
1.	Workman & Co Audit increase budget		-	400		
2.	IWORQ Annual Software Support		-	6,000		
3.	Fire Inspector STR		-	77,937		
4.	Fire Department Overtime		-	25,000		
5.	Fire Paramed Training Baybutt			14,000		
6.	Fire Ambulance Storage Greenhorn			12,000		
7.	Increase transfer for Police, Fire & Rescue			212,341		
8.	General Fund Payroll #27			250,000		
Sub-total		-	-	597,678	-	-
Total Expenditures with Changes		10,255,339	12,316,001	13,438,194	12,497,062	364,700



Department Summaries



This budget contains the operating accounts for City Administration, Treasury and City Clerk. The City Administrator supports the Mayor and City Council, manages the budget, and provides oversight of all departments on day-to-day administration of city operations.

The Treasury and City Clerk teams are responsible for a range of services such as maintaining ordinances/resolutions, public record requests, and retention of city official records and information technology. In addition, the team prepares and maintains all financial accounting, payment of bills, procurement, and payroll.

Fiscal Year 2022 Highlights

- Budget was \$209,215 lower than FY21 due to transfer of two accounts totaling \$88,000 (repair and maintenance of buildings) to Facilities budget.
- Cost savings of \$121,215 for changes in personnel.

Personnel:

- Changes in position structure; number of full-time employees remained the same.

Fiscal Year 2023 Highlights

- Salaries decreased due to moving General Fund use for a Public Works Director position to the Non-Departmental section.
- Professional Services increase due to 10% contract increase with Ketchum Computers.
- Telephone & Communications increase due to a one-time payment to afford implementation of new fiber.

Personnel:

- No changes.

Administrative Expenditures

GENERAL FUND EXPENDITURES		FY 2020 AUDITED ACTUALS	FY 2021 AUDITED ACTUALS	FY 2022 AMENDED BUDGET	FY 2023 PROPOSED BUDGET	BUDGET NOTES
36	1. ADMINISTRATIVE	1,768,982	1,829,993	1,779,373	1,744,915	
37	1. PERSONAL SERVICES	1,164,254	1,116,628	1,220,271	1,113,898	
38	1000-SALARIES	742,311	703,170	767,483	700,556	moved shared position water & wwater 1/3 utility director to non-departmental
39	1500-PART TIME SALARIES	4,996	-	10,000	10,000	
40	1900-OVERTIME	-	137	-	-	
41	2100-FICA TAXES-CITY	54,608	55,520	54,679	54,358	
42	2200-STATE RETIREMENT-CITY	88,874	92,285	86,537	84,840	
43	2400-WORKMEN'S COMPENSATION-CITY	1,322	505	1,724	1,492	
44	2500-HEALTH INSURANCE-CITY	234,608	200,742	260,114	228,862	decrease due to change in staffing, Utility Direct moved to non-Departmental
45	2505-HEALTH REIMBURSEMENT ACCT(HRA)	5,627	7,472	8,792	7,575	
46	2510-DENTAL INSURANCE-CITY	6,103	5,255	6,408	6,189	
47	2515-VISION REIMBURSEMENT ACCT(HRA)	4,120	4,144	4,500	3,900	
48	2550-HEALTH-VISION-CAFETERIA ADMIN	-	-	-	-	
49	2600-LONG TERM DISABILITY	3,036	2,752	3,189	3,126	
50	2700-VACATION/SICK ACCRUAL PAYOUT	-	32,646	-	-	
51	2710-VACATION/COMPENSATION PAYOUT	-	-	-	-	
52	2760-EMPLOYEE HOUSING SUBSIDY	12,000	12,000	12,000	12,000	
53	2800-STATE UNEMPLOYMENT INSURANCE	6,649	-	4,845	1,000	reduced due to no seasonal employee and not anticipated lay offs
54	2900-PERFORMANCE AWARDS	-	-	-	-	
55	2. MATERIALS AND SERVICES	603,880	711,119	558,102	630,017	
56	3100-OFFICE SUPPLIES & POSTAGE	16,288	17,197	20,000	20,000	
57	3310-STATE SALES TAX-GEN.GOV. & PAR	331	115	500	500	
58	3600-COMPUTER SOFTWARE	-	-	-	-	
59	4000-ELECTIONS	-	-	-	-	
60	4200-PROFESSIONAL SERVICES	62,417	88,493	92,812	101,500	Western Dest, Senteniel, Ketchum Computers
61	4400-ADVERTISING & LEGAL PUBLICATIO	12,711	16,241	12,000	12,000	
62	4600-PROPERTY & LIABILITY INSURANCE	96,117	100,381	113,786	93,778	ICRMP less Water/Wastewater 46k + 3% increase (checking with agent)
63	4800-DUES, SUBSCRIPTIONS & MEMBERSH	4,174	3,850	5,000	5,000	
64	4900-PERSONNEL TRAINING/TRAVEL/MTG	1,930	1,483	5,000	5,000	
65	4902-TRAINNG/TRVL/MTG-CITY ADM/ASST	63	297	5,000	5,000	
66	4950-TUITION REIMBURSEMENT	-	-	-	-	
67	5100-TELEPHONE & COMMUNICATIONS	73,954	74,062	52,500	106,020	8X8, Century Link, Cox, Syringa, Cell Allowances
68	5110-COMPUTER NETWORK	95,826	114,128	58,000	73,191	Copier & Computer Leasing, Zoom, Municode, Microsoft
69	5150-COMMUNICATIONS	69,799	67,073	58,800	70,300	Snee, Pokorny, will use one-time money for others
70	5200-UTILITIES	44,815	48,571	37,440	37,440	
71	5210-SOLID WASTE COLLECTION	-	52	-	-	
72	5220-RECYCLING PROGRAM-ERC	-	-	-	-	
73	5900-REPAIR & MAINTENANCE-BUILDINGS	22,939	36,441	-	-	Moved to Facility Maint FY2021
74	5910-REPAIR & MAINT-491 SV ROAD	75,799	85,030	-	-	Moved to Facility Maint FY2021
75	6500-CONTRACTS FOR SERVICES	26,720	57,706	70,000	70,000	S&C Associates
76	6510-COMPUTER SERVICES	-	-	27,264	30,288	Caselle 3% increase & APEX \$500
77	3. CAPITAL OUTLAY	848	2,246	1,000	1,000	
78	7400-OFFICE FURNITURE & EQUIPMENT	848	2,246	1,000	1,000	



The Fire and Rescue Department provides a range of emergency services, from municipal fire protection services to backcountry rescue. They provide paramedic level emergency medical care to the City of Ketchum and entire northern Blaine County through a contract for services with the Blaine County Ambulance District. The department is composed of highly trained career, full-time staff as well as trained paid-on-call firefighters.

Fiscal Year 2022 Highlights

- Increase of \$42,000 in utilities costs associated with operation of new standalone fire station.
- Increase in personnel services of \$149,950 in accordance with changes to tentative collective labor agreement.

Personnel:

- Hired two new firefighters in preparation of two retiring.

Fiscal Year 2023 Highlights

- Budget funds include the 2nd year of the labor contract.
- Awaiting a potential percentage increase in budget requests to ambulance district board. Current numbers do not represent the increase of potential funds.

Personnel:

- Reflects new Short Term Rental Fire Inspector position.

Fire and Rescue Expenditures, cont.

GENERAL FUND EXPENDITURES		FY 2020 AUDITED ACTUALS	FY 2021 AUDITED ACTUALS	FY 2022 AMENDED BUDGET	FY 2023 PROPOSED BUDGET	
214	7. FIRE & RESCUE	2,250,390	2,130,718	2,942,477	2,622,064	
215	1. PERSONAL SERVICES	1,930,001	1,886,719	2,413,991	2,283,884	
216	1000-SALARIES	964,924	993,714	1,291,500	1,142,932	contract negotiations
217	1500-PAID ON-CALL WAGES	160,711	129,410	135,000	135,000	contract negotiations
218	1700-WOOC (WORKING OUT OF CLASS)	614	-	6,500	6,500	
219	1900-OVERTIME	57,483	50,085	65,141	75,000	
220	2100-FICA TAXES-CITY	89,086	89,327	100,544	103,997	
221	2200-STATE RETIREMENT-CITY	5,386	5,798	5,551	5,941	
222	2300-FIREMEN'S RETIREMENT-CITY	158,399	122,521	139,266	150,360	
223	2310-DEF.COMP-Pd On Call/PT Emp	11,997	-	12,000	12,000	
224	2400-WORKMEN'S COMPENSATION-CITY	28,465	31,763	36,968	37,803	
225	2500-HEALTH INSURANCE-CITY	369,618	358,555	477,881	477,272	
226	2505-HEALTH REIMBURSEMENT ACCT(HRA)	13,656	18,130	23,025	20,625	
227	2510-DENTAL INSURANCE-CITY	9,422	9,522	10,781	10,882	
228	2515-VISION REIMBURSEMENT ACCT(HRA)	8,521	4,702	9,600	8,100	
229	2520-WORKMEN'S COMP. COVERAGE	-	-	-	-	
230	2530-EMPLOYEE MEDICAL SERVICES	-	156	3,000	3,000	vol ff vaccinations
231	2535-VEBA	39,600	40,200	43,200	46,800	
232	2540-MERP-MEDICAL EXP REIMBURSEMENT	4,950	5,025	5,400	5,850	
233	2550-HEALTH-VISION-CAFETERIA ADMIN	-	-	-	-	
234	2600-LONG TERM DISABILITY	4,198	4,033	4,984	5,025	
235	2700-VACATION/SICK ACCRUAL PAYOUT	-	23,779	31,000	23,238	Binnie, Martin G
236	2710-VACATION/COMPENSATION PAYOUT	-	-	5,450	6,359	Binnie, Martin G
237	2750-INSURANCE EQUILIZATION PAY	-	-	-	-	
238	2800-STATE UNEMPLOYMENT INSURANCE	2,969	-	3,000	3,000	volunteers
239	2900-PERFORMANCE AWARDS	-	-	4,200	4,200	

Fire and Rescue Expenditures, cont.

240	2. MATERIALS AND SERVICES	184,391	153,889	470,056	279,750	
241	3200-OPERATING SUPPLIES FIRE	16,371	16,381	32,000	34,000	
242	3210-OPERATING SUPPLIES EMS	45,598	52,241	48,000	60,000	
243	3500-MOTOR FUELS & LUBRICANTS FIRE	5,189	5,498	8,000	8,000	
244	3510-MOTOR FUELS & LUBRICANTS EMS	3,510	4,730	6,000	8,000	
245	3600-COMPUTER SOFTWARE	-	-	-	-	
246	4200-PROFESSIONAL SERVICES FIRE	7,414	3,747	243,916	10,000	TacSat Annual Usage
247	4210-PROFESSIONAL SERVICES EMS	-	1,034	4,840	4,000	TacSat Annual Usage
248	4220-PROFESSIONAL SRVS FIRE CHIEF	42,605	-	-	-	
249	4800-DUES, SUBSCRIPTIONS & MEMBERSH	1,260	193	-	-	
250	4900-TRAINING/TRAVEL/MTG FIRE	7,934	3,312	5,720	8,000	
251	4902-FIRE CHIEF'S TRAINING	-	-	-	-	
252	4903-ASSISTANT FIRE CHIEF TRAINING	-	-	-	-	
253	4910-TRAINING EMS	13,510	7,187	17,420	15,000	
254	4920-TRAINING-FACILITY	2,487	5,306	2,200	2,200	
255	4950-TUITION REIMBURSEMENT	-	-	-	-	
256	5100-TELEPHONE & COMMUNICATION FIRE	9,140	13,895	12,000	21,000	
257	5110-TELEPHONE & COMMUNICATION EMS	7,610	15,500	12,000	21,000	
258	5200-UTILITIES	-	-	42,000	40,000	
259	5900-REPAIR & MAINTENANCE-BUILDINGS	-	-	-	-	
260	6000-REPAIR & MAINT-AUTO EQUIP FIRE	5,022	8,943	11,000	16,000	
261	6010-REPAIR & MAINT-AUTO EQUIP EMS	4,336	2,236	5,950	12,000	
262	6100-REPAIR & MAINT--MACHINERY & EQ	4,854	8,196	10,210	8,000	
263	6110-REPAIR & MAINT--MACHINERY & EQ	785	833	2,300	2,300	
264	6900-OTHER PURCHASED SERVICES FIRE	3,563	2,784	3,250	3,250	
265	6910-OTHER PURCHASED SERVICES EMS	3,203	1,874	3,250	7,000	
266	3. CAPITAL OUTLAY	45,481	33,680	-	58,430	
267	7500-AUTOMOTIVE EQUIPMENT	-	-	-	-	
268	7600-OTHER MACHINERY & EQUIP FIRE	45,481	33,680	-	-	
269	7610-OTHER MACHINERY & EQUIP EMS	-	-	-	-	
270	7700-LEASES	-	-	-	58,430	moved aerial tower lease payment
271	4. TRANSFERS	90,518	56,430	58,430	-	
272	8811-AERIAL TOWER LEASE	90,518	56,430	58,430	-	



The Legal Services Department includes funding for the City Attorney and City Prosecutor. A contracted City Attorney provides legal counsel for the City, including the Mayor, City Council, Planning Commission and Staff. The City Attorney performs legal research; negotiates, reviews and drafts contracts, franchises, resolutions, and ordinances; monitors federal, state, and local laws and regulations, and defends City litigation.

Fiscal Year 2022 Highlights

- Adjustment of \$5k for contract associated with the city attorney.

Personnel:

- No changes.

Fiscal Year 2023 Highlights

- Assumes a 3% increase in contract with the city attorney.

Personnel:

- No changes.

GENERAL FUND EXPENDITURES		FY 2020 AUDITED ACTUALS	FY 2021 AUDITED ACTUALS	FY 2022 AMENDED BUDGET	FY 2023 PROPOSED BUDGET	
79	2. LEGAL	380,792	230,734	238,600	244,360	
80	2. MATERIALS AND SERVICES	380,792	230,734	238,600	244,360	
81	4200-PROFESSIONAL SERVICES	335,553	185,495	192,000	197,760	White Peterson 3% increase
82	4270-CITY PROSECUTOR	45,239	45,239	46,600	46,600	
83	4800-DUES, SUBSCRIPTION, MEMBERSHIP	-	-	-	-	
84	4900-PERSONNEL TRAINING/TRAVEL/MTG	-	-	-	-	
85	5100-TELEPHONE & COMMUNICATIONS	-	-	-	-	
86	3. CAPITAL OUTLAY	-	-	-	-	
87	7400-OFFICE FURNITURE & EQUIPMENT	-	-	-	-	



The Legislative and Executive Department budget contains the operating accounts for the Mayor and City Council. The Mayor serves as chief executive and City Council holds the legislative powers including the approval of ordinances, annual budget, and contracts. The Mayor recommends policy matters to City Council with the City Administrator handling the implementation.

Fiscal Year 2022 Highlights

- Reinstated travel/training budget to \$3,000.

Personnel:

- No changes.

Fiscal Year 2023 Highlights

- No changes.

Personnel:

- No changes.

Legislative and Executive Expenditures

GENERAL FUND EXPENDITURES		FY 2020 AUDITED ACTUALS	FY 2021 AUDITED ACTUALS	FY 2022 AMENDED BUDGET	FY 2023 PROPOSED BUDGET
1	0. LEGISLATIVE & EXEC	333,697	331,472	373,332	383,452
2	1. PERSONAL SERVICES	315,052	314,946	351,240	361,360
3	1000-SALARIES	120,686	120,281	132,983	120,686
4	1500-PART-TIME	-	-	-	-
5	1900-OVERTIME	-	-	-	-
6	2100-FICA TAXES-CITY	8,452	8,536	9,232	9,233
7	2200-STATE RETIREMENT-CITY	14,410	14,410	14,410	14,410
8	2400-WORKER'S COMPENSATION-CITY	118	116	120	253
9	2500-HEALTH INSURANCE-CITY	160,971	163,807	178,687	200,785
10	2505-HEALTH REIMBURSEMENT ACCT(HRA)	1,845	2,245	7,675	7,675
11	2510-DENTAL INSURANCE-CITY	3,483	3,609	3,702	3,887
12	2515-VISION REIMBURSEMENT ACCT(HRA)	4,555	1,410	3,900	3,900
13	2550-HEALTH-VISION-CAFETERIA ADMIN	-	-	-	-
14	2600-LONG TERM DISABILITY	531	531	531	531
15	2700-VACATION/SICK ACCRUAL PAYOUT	-	-	-	-
16	2710-VACATION/COMPENSATION PAYOUT	-	-	-	-
17	2760-EMPLOYEE HOUSING SUBSIDY	-	-	-	-
18	2800-STATE UNEMPLOYMENT INSURANCE	-	-	-	-
19	2. MATERIALS AND SERVICES	18,345	16,526	21,092	21,092
20	3100-OFFICE SUPPLIES & POSTAGE	855	1,817	3,167	3,167
21	3160-OFFICE SUPPLIES/POSTAGE-HOTEL	-	-	-	-
22	3200-OPERATING SUPPLIES	459	2,576	2,125	2,125
23	3500-MOTOR FUELS & LUBRICANTS	-	-	-	-
24	3600-COMPUTER SOFTWARE	-	-	-	-
25	4000-ELECTIONS	-	-	2,500	2,500
26	4200-PROFESSIONAL SERVICES	13,304	11,075	8,600	8,600
27	4800-DUES, SUBSCRIPTIONS & MEMBERSH	-	400	1,700	1,700
28	4860-DUES,SUBSCRIPTNS,MEMBRSP-HOTEL	-	-	-	-
29	4900-PERSONNEL TRAINING/TRAVEL/MTG	-	-	-	-
30	4910-MYR/CNCL-TRAINING/TRAVEL/MTG	3,728	659	3,000	3,000
31	4960-TRAINING/TRAVEL/MTG-HOTEL	-	-	-	-
32	5100-TELEPHONE & COMMUNICATIONS	-	-	-	-
33	6000-REPAIR & MAINT--AUTOMOTIVE EQU	-	-	-	-
34	3. CAPITAL OUTLAY	300	-	1,000	1,000
35	7400-OFFICE FURNITURE & EQUIPMENT	300	-	1,000	1,000

Workman & Co Audit



The Planning and Building Department is responsible for long-range (comprehensive) planning, current planning functions, and management of all developments, both past and present. The Planning and Building Department administers the Zoning Code, Subdivision Code, various Building Codes, and coordinates reviews from other City Departments. The Planning and Building Department provides staff support to the Planning Commission, City Council, and the Ketchum Urban Renewal Agency.

Fiscal Year 2022 Highlights

- The Planning and Building revenues were upgraded based on current fiscal year performance. It is important to note that only 50% of increased revenues were allocated towards on-going expenses should we experience an economic slowdown.
- Increased contract with IDBS by \$95,000 to align with projected workload. The contract is set up to only pay for actual hours completed.

Personnel:

- One planning position added to reflect FY21's interim budget change.

Fiscal Year 2023 Highlights

- Restored funding for training and travel - \$3,000.
- Decreased revenue forecast by \$387,000.
- Increase contract with IDBS by \$40,000 to align with projected workload. The contract is set up to only pay for actual hours completed.
- Request for \$180,000 to update the zoning code – a one-time - expense – reflected on the General Fund Expenditures chart.

Personnel:

- One additional planner requested but not funded due to decrease in planning & building revenue forecast. Dialoging with KURA to understand consideration of cost reimbursement for the position.

Planning and Building Expenditures

GENERAL FUND EXPENDITURES		FY 2020 AUDITED ACTUALS	FY 2021 AUDITED ACTUALS	FY 2022 AMENDED BUDGET	FY 2023 PROPOSED BUDGET	BUDGET NOTES
88	3. PLANNING & BUILDING	717,976	868,033	939,476	1,000,116	
89	1. PERSONAL SERVICES	445,340	494,778	686,222	674,116	
90	1000-SALARIES	283,115	317,990	443,802	428,938	new position requested not funded
91	1200-PLANNING & ZONING COMMISSION	9,400	20,400	25,200	25,200	
92	1900-OVERTIME	-	-	-	-	
93	2100-FICA TAXES-CITY	21,571	24,364	34,041	34,742	
94	2200-STATE RETIREMENT-CITY	34,883	40,407	53,130	54,224	
95	2300-FIREMEN'S RETIREMENT-CITY	-	-	-	-	
96	2400-WORKER'S COMPENSATION-CITY	3,405	3,962	5,365	6,220	
97	2500-HEALTH INSURANCE-CITY	85,109	76,304	112,328	111,184	
98	2505-HEALTH REIMBURSEMENT ACCT(HRA)	2,098	2,679	5,275	5,275	
99	2510-DENTAL INSURANCE-CITY	2,562	2,562	3,133	4,046	
100	2515-VISION REIMBURSEMENT ACCT(HRA)	1,917	1,983	2,100	2,400	
101	2550-HEALTH-VISION-CAFETERIA ADMIN	-	-	-	-	
102	2600-LONG TERM DISABILITY	1,280	1,344	1,847	1,887	
103	2700-VACATION/SICK ACCRUAL PAYOUT	-	2,783	-	-	
104	2710-VACATION/COMPENSATION PAYOUT	-	-	-	-	
105	2800-STATE UNEMPLOYMENT INSURANCE	-	-	-	-	
106	2900-PERFORMANCE AWARDS	-	-	-	-	
107	2. MATERIALS AND SERVICES	271,451	373,254	252,754	325,500	
108	3100-OFFICE SUPPLIES & POSTAGE	2,306	4,887	6,000	6,000	
109	3200-OPERATING SUPPLIES	-	7,332	1,000	1,200	Increase for public outreach
110	3600-COMPUTER SOFTWARE	-	-	-	-	
111	4200-PROFESSIONAL SERVICES	69,310	109,333	69,604	70,000	will use one time money for Comp Update to Zoning Ord 180k
112	4210-PROFESSIONAL SERVICES - IDBS	173,369	238,293	170,000	210,000	Increase Add'l permit activity
113	4220-PROF SVCS-FLOOD PLAIN PROG REM	-	375	-	5,000	Rembursed by applicant fees
114	4230-PROF SVCS-BUILDING PERMIT REIM	-	-	-	-	
115	4400-ADVERTISING & LEGAL PUBLICATIO	1,303	5,109	-	10,000	Restore funding legal ads for public hearings
116	4500-GEOGRAPHIC INFO SYSTEMS	23,084	5,700	5,150	5,300	Increase 3%
117	4800-DUES, SUBSCRIPTIONS & MEMBERSH	90	670	-	4,000	Restore funding APA, ULI, and Planner Reg
118	4900-PERSONNEL TRAINING/TRAVEL/MTG	1,540	990	-	10,000	Restore funding and increase \$4900 for Mt. Town Planner, Idaho APA and Western Planner
119	4970-TRAINING/TRAVEL/MTG-P&Z COMM	210	-	-	3,000	Restore funding
120	5100-TELEPHONE & COMMUNICATIONS	240	-	-	-	
121	6510-EVENTS SPONSORSHIPS	-	-	-	-	
122	6910-OTHER PURCHASED SERVICES	-	565	1,000	1,000	
123	3. CAPITAL OUTLAY	1,186	-	500	500	
124	7400-OFFICE FURNITURE & EQUIPMENT	1,186	-	500	500	



The Ketchum Police Department, contracted through the Blaine County Sheriff's Office, is responsible for enforcing all local and state laws to protect the residents and visitors of Ketchum. The department consists of patrol/traffic enforcement functions, investigations, and administration.

Funding for the Community Service Officers (CSO) are also contained in the department budget. The officers focus on parking enforcement and compliance with city code violations.

Fiscal Year 2022 Highlights

- Reinstatement of full-time patrol position at \$104,287.
- The Sherriff's Department requested \$66,000 as part of a housing stipend for employees. This request was ultimately

Personnel:

- Addition of one full-time patrol officer.

Fiscal Year 2023 Highlights

- Reflects the 9% compensation that the County is intending to implement.

Personnel:

- No changes.

Police Expenditures

GENERAL FUND EXPENDITURES		FY 2020 AUDITED ACTUALS	FY 2021 AUDITED ACTUALS	FY 2022 AMENDED BUDGET	FY 2023 PROPOSED BUDGET	BUDGET NOTES
183	6. POLICE	1,646,374	1,658,523	1,852,258	2,063,870	
184	1. PERSONAL SERVICES	130,573	161,138	237,389	250,936	
185	1000-SALARIES	76,761	79,303	104,079	94,421	
186	1500-PART-TIME	-	9,496	20,963	28,708	
187	1900-OVERTIME	1,507	1,940	5,000	5,000	
188	2100-FICA TAXES-CITY	5,674	6,664	9,312	9,802	
189	2200-STATE RETIREMENT-CITY	7,606	9,722	12,032	15,299	
190	2400-WORKMEN'S COMPENSATION-CITY	1,682	2,096	2,892	3,694	
191	2500-HEALTH INSURANCE-CITY	27,401	47,531	75,499	85,114	
192	2505-HEALTH REIMBURSEMENT ACCT(HRA)	797	1,697	3,550	3,550	
193	2510-DENTAL INSURANCE-CITY	710	1,269	1,548	1,625	
194	2516-VISION REIMBURSEMENT ACCT(HRA)	1,865	1,117	1,500	1,500	
195	2600-LONG TERM DISABILITY	206	304	514	1,724	
196	2800-STATE UNEMPLOYMENT INSURANCE	6,363	-	500	500	
197	2. MATERIALS AND SERVICES	1,515,801	1,497,385	1,614,869	1,812,934	
198	3100-OFFICE SUPPLIES & POSTAGE	748	7,207	1,600	1,200	Citation ticketing material
199	3200-OPERATING SUPPLIES	5,387	7,184	3,000	3,000	Polcing gear, cleaning
200	3500-MOTOR FUELS & LUBRICANTS	-	752	500	3,000	Rav & CSO truck
201	3600-COMPUTER SOFTWARE	2,245	10,815	1,200	2,000	Data TKT - annual subscription, licenses, troubleshooting
202	3610-PARKING OPS PROCESSING FEES	2,245	5,601	3,000	5,000	Data TKT - Citation management (Dixon Data Projection)
203	3620-PARKING OPS EQUIPMENT FEES	9,079	11,396	17,000	11,000	Data TKT - Printers
204	4200-PROFESSIONAL SERVICES	12,848	26,631	20,000	20,000	winter towing
205	4210-PROFESSIONAL SERVICE-SNOW TOWS	-	-	-	-	
206	4250-PROF.SERVICES-BCSO CONTRACT	1,483,049	1,427,800	1,568,569	1,748,234	see FY23 BCSO2 no 15k for fuel
207	4900-PERSONNEL TRAINING/TRAVEL/MTG	-	-	-	-	
208	5100-TELEPHONE & COMM	-	-	-	3,000	Cell phones, hot spots (AT&T monthly rates)
209	6000-REPAIR & MAINT--AUTOMOTIVE EQU	200	-	-	16,500	Truck repairs, tires , car wash, misc items
210	3. CAPITAL OUTLAY	-	-	-	-	
211	7500-AUTOMOTIVE EQUIPMENT	-	-	-	-	
212	7600-OTHER MACHINERY & EQUIPMENT	-	-	-	-	
213	7700-LEASES	-	-	-	-	



The Recreation Department is responsible for providing safe and healthy recreation opportunities for the citizens of Ketchum and visitors to the community. The department operates structured recreation programs throughout the year at the Terry Tracy Recreation Center at Atkinson Park.

Fiscal Year 2022 Highlights

- Reinstatement of travel/training budget.
- Increase of \$20,000 of part-time/seasonal salaries to offer more programming to the community.

Personnel:

- No changes.

Fiscal Year 2023 Highlights

- Staff changes during 2022 lead to savings via benefits coverage.

Personnel:

- No changes.

Recreation Expenditures

GENERAL FUND EXPENDITURES		FY 2020 AUDITED ACTUALS	FY 2021 AUDITED ACTUALS	FY 2022 AMENDED BUDGET	FY 2023 PROPOSED BUDGET
309	9. RECREATION	443,870	498,214	627,722	552,463
310	1. PERSONAL SERVICES	411,108	464,677	577,472	498,463
311	1000-SALARIES	207,545	234,988	301,248	260,672
312	1500-PART-TIME/SEASONAL	44,602	39,900	62,000	62,000
313	1900-OVERTIME	-	124	-	-
314	2100-FICA TAXES - CITY	18,219	20,489	26,242	24,684
315	2200-STATE RETIREMENT - CITY	26,660	28,681	33,555	31,124
316	2400-WORKER'S COMPENSATION - CITY	3,746	4,464	5,772	6,453
317	2500-HEALTH INSURANCE - CITY	101,553	122,509	134,734	103,501
318	2505-HEALTH REIMBURSEMENT ACCT(HRA)	1,059	8,399	5,900	3,500
319	2510-DENTAL INSURANCE-CITY	2,600	2,952	2,893	2,589
320	2515-VISION REIMBURSEMENT ACCT(HRA)	794	1,233	3,000	1,800
321	2550-HEALTH-VISION-CAFETERIA ADMIN	-	-	-	-
322	2600-LONG TERM DISABILITY	895	940	1,060	1,071
323	2700-VACATION/SICK ACCRUAL PAYOUT	1,441	-	-	-
324	2710-VACATION/COMPENSATION PAYOUT	-	-	-	-
325	2800-STATE UNEMPLOYMENT INSURANCE	1,994	-	1,068	1,068
326	2900-PERFORMANCE AWARDS	-	-	-	-

seasonal employees

Recreation Expenditures, cont.

327	2. MATERIALS AND SERVICES	32,750	33,537	49,250	54,000	
328	3100-OFFICE SUPPLIES & POSTAGE	105	508	500	750	
329	3200-OPERATING SUPPLIES	2,620	2,206	4,000	4,000	
330	3210-SPECIAL EVENT SUPPLIES	-	-	-	-	
331	3250-RECREATION SUPPLIES	8,193	7,786	10,000	10,000	
332	3280-YOUTH GOLF	-	-	1,000	1,000	
333	3290-SWIM TEAM	-	-	-	-	
334	3300-RESALE ITEMS-CONCESSION SUPPLY	5,036	4,809	8,000	8,000	
335	3310-STATE SALES TAX-PARK	3,479	6,767	8,000	8,000	
336	3500-MOTOR FUELS & LUBRICANTS	1,376	1,352	2,500	3,000	
337	3600-COMPUTER SOFTWARE	-	-	-	-	
338	4200-PROFESSIONAL SERVICE	2,989	2,303	3,000	4,000	BIB background checks, misc. services
339	4410-ADVERTISING & PUBLICATIONS	-	429	1,500	750	
340	4800-DUES, SUBSCRIPTIONS & MEMBERSH	300	175	-	-	
341	4900-PERSONNEL TRAINING/TRAVEL/MTG	572	510	1,000	1,000	
342	5100-TELEPHONE & COMMUNICATIONS	-	-	-	-	
343	5200-UTILITIES	6,038	5,778	6,250	10,000	
344	5300-CUSTODIAL & CLEANING SERVICES	-	-	-	-	
345	6000-REPAIR & MAINT--AUTOMOTIVE EQU	922	229	2,000	2,500	
346	6100-REPAIR & MAINT--MACHINERY & EQ	1,120	684	1,500	1,000	
347	6910-OTHER PURCHASED SERVICES	-	-	-	-	
348	6950-MAINTENANCE	-	-	-	-	
349	3. CAPITAL OUTLAY	12	-	1,000	-	
350	7300-CAPITAL MAINTENANCE	-	-	-	-	
351	7400-BUILDING FURNITURE & EQUIPMENT	-	-	1,000	-	
352	7500-AUTOMOTIVE EQUIPMENT	12	-	-	-	



The Streets & Facilities Department consists of the Street Division and Facility Maintenance Division. The department is responsible for maintaining the infrastructure of the City of Ketchum. This budget includes funding for snow removal, resurfacing streets, improving drainage, street sweeping, repairing potholes, installing, and maintaining street signs and traffic markings, maintaining street trees and public restrooms, street lighting, city beautification, and maintenance of public facilities and parks.

Fiscal Year 2022 Highlights

- \$23,000 was added to fund installation and maintenance of flowers.
- The \$88,000 increase was associated with moving the repair and maintenance of buildings accounts from the Administration to the Facilities budget.

Personnel:

- Administrative Assistant transitions from a part-time to full-time position.

Fiscal Year 2023 Highlights

- Increased fuel- and petroleum-related costs to reflect market conditions.
- First year full year of operating and expenses related to management of Warm Springs Preserve.

Personnel:

- One new maintenance position associated with the Preserve.

Streets Expenditures

GENERAL FUND EXPENDITURES		FY 2020 AUDITED ACTUALS	FY 2021 AUDITED ACTUALS	FY 2022 AMENDED BUDGET	FY 2023 PROPOSED BUDGET	BUDGET NOTES
273	8. STREETS	1,883,335	1,963,199	1,933,644	2,062,892	
274	1. PERSONAL SERVICES	1,007,156	1,026,257	1,202,634	1,280,295	
275	1000-SALARIES	600,956	607,431	686,276	664,605	
276	1500-PART-TIME	12,753	3,788	30,626	50,196	
277	1800-PAY DIFFERENTIAL	6,828	5,594	15,441	15,441	
278	1900-OVERTIME	14,550	20,406	25,000	25,000	
279	2040-VACATION/COMPENSATION PAYOUT	-	-	5,000	-	
280	2100-FICA TAXES-CITY	47,793	48,622	54,602	57,776	
281	2200-STATE RETIREMENT-CITY	74,235	75,027	88,085	84,182	
282	2400-WORKER'S COMPENSATION-CITY	23,938	24,841	28,328	38,629	
283	2500-HEALTH INSURANCE-CITY	208,522	212,624	236,976	287,483	
284	2505-HEALTH REIMBURSEMENT ACCT(HRA)	2,643	7,192	10,838	12,038	
285	2510-DENTAL INSURANCE-CITY	6,221	6,221	6,602	6,999	
286	2515-VISION REIMBURSEMENT ACCT(HRA)	4,035	4,854	4,950	5,850	
287	2600-LONG TERM DISABILITY	2,578	2,484	2,712	2,970	
288	2700-VACATION/SICK ACCRUAL PAYOUT	-	7,174	5,000	23,126	
289	2760-EMPLOYEE HOUSING SUBSIDY	-	-	-	-	
290	2800-STATE UNEMPLOYMENT INSURANCE	2,101	-	2,200	6,000	seasonal employees
291	2900-PERFORMANCE AWARDS	-	-	-	-	
292	2. MATERIALS AND SERVICES	726,672	787,107	731,010	782,597	
293	3200-OPERATING SUPPLIES	11,536	12,437	19,240	16,240	reduce by 4,500- trending down
294	3400-MINOR EQUIPMENT	30,270	3,410	3,800	3,800	
295	3500-MOTOR FUELS & LUBRICANTS	51,318	55,910	93,755	109,092	need to cover fuel increase-15 yr. use ave. X 6.00 gal
296	3600-COMPUTER SOFTWARE	-	-	-	6,800	IWORQS/traffic control plan software
297	4200-PROFESSIONAL SERVICES	124,028	210,739	182,000	185,000	cover fuel increase and increase for snow contractors (95hr vs 125hr) (changed)
298	4900-PERSONNEL TRAINING/TRAVEL/MTG	1,749	1,801	4,515	4,515	
299	5100-TELEPHONE & COMMUNICATIONS	1,112	1,115	3,000	3,000	
300	5200-UTILITIES	11,199	15,985	18,000	18,000	
301	6000-REPAIR & MAINT--AUTOMOTIVE EQU	9,079	2,894	8,700	8,700	
302	6100-REPAIR & MAINT--MACHINERY & EQ	94,379	105,279	90,000	98,650	increase to help cover Mechanic position vacancy
303	6910-OTHER PURCHASED SERVICES	14,411	11,151	16,000	16,000	
304	6920-SIGNS & SIGNALIZATION	15,055	19,419	16,000	16,000	
305	6930-STREET LIGHTING	14,195	18,013	23,000	18,500	reduce by 3,000-trending down (new LED street light retrofit)
306	6950-MAINTENANCE & IMPROVEMENTS	348,340	328,954	253,000	278,300	crude oil related materials increase-asphalt, chip and crack seal oil
307	4. TRANSFERS	149,507	149,835	-	-	
308	8840-TRANSFER TO GO BOND FUND	149,507	149,835	-	-	

Facilities Expenditures

GENERAL FUND EXPENDITURES		FY 2020 AUDITED ACTUALS	FY 2021 AUDITED ACTUALS	FY 2022 AMENDED BUDGET	FY 2023 PROPOSED BUDGET	BUDGET NOTES
141	5. FACILITY MAINTENANCE	622,596	688,629	926,643	1,106,417	
142	1. PERSONAL SERVICES	385,277	414,765	554,583	689,682	
143	1000-SALARIES	212,970	205,693	269,623	308,680	new position MW WSP, market adjustment FY2021
144	1500-PART-TIME/SEASONAL	29,696	27,424	45,000	45,000	
145	1800-PAY DIFFERENTIAL	609	1,247	2,619	4,689	
146	1900-OVERTIME	533	1,191	8,500	8,500	
147	2100-FICA TAXES - CITY	18,205	18,247	23,434	28,065	
148	2200-STATE RETIREMENT - CITY	25,389	24,879	31,202	38,431	
149	2400-WORKER'S COMPENSATION-CITY	3,765	3,887	712	4,978	
150	2500-HEALTH INSURANCE - CITY	83,527	116,548	156,476	225,509	3 emp with family, 1 emp only and one shared emp only 2 vacant family
151	2505-HEALTH REIMBURSEMENT ACCT(HRA)	1,950	2,141	6,188	7,963	
152	2510-DENTAL INSURANCE-CITY	2,453	2,301	3,256	4,268	
153	2515-VISION REIMBURSEMENT ACCT(HRA)	1,168	1,443	3,150	4,050	
154	2600-LONG TERM DISABILITY	940	865	955	1,548	
155	2700-VACATION/SICK ACCRUAL PAYOUT	-	8,898	-	-	
156	2710-YEAR END COMP TIME PAYOUT	-	-	-	-	
157	2800-STATE UNEMPLOYMENT INSURANCE	4,072	-	3,469	8,000	Seasonal Employee
158	2. MATERIALS AND SERVICES	237,319	273,864	372,060	416,735	
159	3100-OFFICE SUPPLIES & POSTAGE	102	350	500	500	
160	3200-OPERATING SUPPLIES	7,154	6,293	7,200	10,000	
161	3500-MOTOR FUELS & LUBRICANTS	7,837	8,268	9,000	9,000	
162	3600-COMPUTER SOFTWARE	-	-	-	-	
163	4200-PROFESSIONAL SERVICES	57,451	61,182	64,500	64,500	Snow Removal
164	4210-PROFESSIONAL SERVC-CITY TREES	13,487	14,204	15,000	15,000	Pruning and Treatment
165	4220-PROF SERV-CITY BEAUTIFICATION	30,786	36,536	45,000	45,000	Flowers
166	4800-DUES, SUBSCRIPTIONS & MEMBERSH	500	280	440	440	
167	4900-PERSONNEL TRAINING/TRAVEL/MTG	75	109	1,500	1,500	
168	5100-TELEPHONE & COMMUNICATIONS	630	383	720	720	
169	5110-COMPUTER NETWORK	-	-	-	-	
170	5200-UTILITIES	32,016	41,780	28,500	28,500	
171	5210-SOLID WASTE COLLECTION	-	-	-	-	
172	5220-RECYCLING PROGRAM-ERC	-	-	-	-	
173	5300-CUSTODIAL & CLEANING SERVICES	58,770	62,737	66,000	45,000	
174	5900-REPAIR & MAINTENANCE-BUILDINGS	-	7,024	33,400	33,400	Moved from Admin FY2021
175	5910-REPAIR & MAINTENANCE-491 SV RD	-	-	55,000	70,000	Moved from Admin FY2021
176	5910-REPAIR & MAINTENANCE-WARM SPRINGS	-	-	-	47,175	Maintenance for WS Preserve
177	6000-REPAIR & MAINT-AUTOMOTIVE EQUI	2,791	1,750	4,000	4,500	
178	6100-REPAIR & MAINT--MACHINERY & EQ	4,604	3,095	4,800	5,000	
179	6950-MAINTENANCE	21,117	29,875	36,500	36,500	
180	3. CAPITAL OUTLAY	-	-	-	-	
181	7600-OTHER MACHINERY & EQUIPMENT	-	-	-	-	
182	7800-PARKS IRRIGATION UPGRADES	-	-	-	-	



The Non-Departmental section of the budget contains initiatives not otherwise associated with a specific department. In FY22, the funds support contracts dedicated to citywide efforts that benefit all departments and transfers out of the General Fund to support other funds (including Capital Improvement and Trust Funds).

Fiscal Year 2022 Highlights

- Increase of \$20,000 to the initial budget (\$60,000) for the sustainability shared position with Blaine County (=\$80,000).
- Increase of \$67,000 for compensation adjustments based on market comparison.
- Increase of \$73,000 for one-time employee compensation.
- Increase of \$73,000 for Warm Springs Contractual Staffing.
- Transfer of ARPA grant funding FY21 and FY22 of \$614,100 to Strategic Initiative Fund.
- Transfer of \$250,000 to Strategic Initiative Fund.

Personnel:

- One new position shared via contract with Blaine County.

Fiscal Year 2023 Highlights

- Proposes a 4% base/on-going increase to compensation and an additional 5% one-time increase.
- Includes one-third of the proposed Public Works Director salary.
- Blaine County proposed an increase of \$69,215 over previous year – this budget does not reflect those changes.

Personnel:

- No changes.

Non-Departmental Expenditures

GENERAL FUND EXPENDITURES		FY 2020 AUDITED ACTUALS	FY 2021 AUDITED ACTUALS	FY 2022 AMENDED BUDGET	FY 2023 PROPOSED BUDGET	
125	4. NON-DEPARTMENTAL	207,326	2,115,349	1,824,668	716,515	
126	2. MATERIALS AND SERVICES	141,288	120,749	337,515	241,515	
127	4200-PROFESSIONAL SERVICES	-	50,835	205,515	205,515	Other Prof. Services as needed
128	4300-COMMUNITY OUTREACH & INFORMATN	-	-	-	-	
129	4500-1ST/WASHINGTON RENT	33,000	39,000	36,000	36,000	
130	6500-CONTRACT FOR SERVICE	78,161	17,738	90,000	-	sustainability position on-time funds
131	6510-PASS THROUGH GRANTS	2,500	-	6,000	-	
132	6601-MASTER TRANSPORTATION PLAN	27,627	13,177	-	-	
133	4. TRANSFERS	66,038	1,994,600	1,487,153	475,000	
134	8802-TRANSFER TO GENERAL UTILITY DIR				60,000	
135	8803-TRANSFER TO GENERAL CIP FUND	-	204,265	208,054	-	
136	8805-TRANSFER TO STRATEGIC INITIATIVE	-	-	864,099	-	
137	8893-TRANSFER TO PARK TRUST-KAC	0	-	10,000	10,000	
138	8995-TRANSFER TO ESF TRUST	-	1,610,969	-	-	
139	9910-COMPENSTATION ADJUSTMENTS	-	-	140,000	140,000	bonuses 105k and market increases 35k
140	9930-GENERAL FUND OP. CONTINGENCY	66,038	179,365	265,000	265,000	used for one-times



The original Local Option Tax (LOT) became effective December 15, 1978. Since the original adoption of the LOT, voters have approved or modified the tax in 1979, 1983, 1984, 1988, 1997, and 2011. In 2011, voters approved a new fifteen-year term. The LOT is to be used for

- a) municipal transportation
- b) open space acquisition and recreation
- c) capital improvements
- d) emergency services; police, fire, and ambulance
- e) city promotion, visitor information and special events
- f) property tax relief
- g) direct costs to collect and enforce the tax

The tax imposes 1% on retail, 1% on building material, 2% on liquor by the drink, and 2% on short-term lodging and rentals.

In November 2013, an additional 1% was added to the LOT with authority to collect for five years. This additional 1% LOT was renewed by voters in May 2016 for another 5-year period, which will extend through calendar year 2023. This additional 1% is to be used to

- a) maintain and increase commercial air service to Friedman Memorial Airport through the use of minimum revenue guarantees or other inducements to air providers
- b) promote and market the existing service and any future service to increase passengers
- c) all ancillary costs associated with the ongoing effort to maintain and increase commercial air service, including management costs and bussing due to flight diversions
- d) direct costs to collect and enforce the tax, including administrative and legal fees



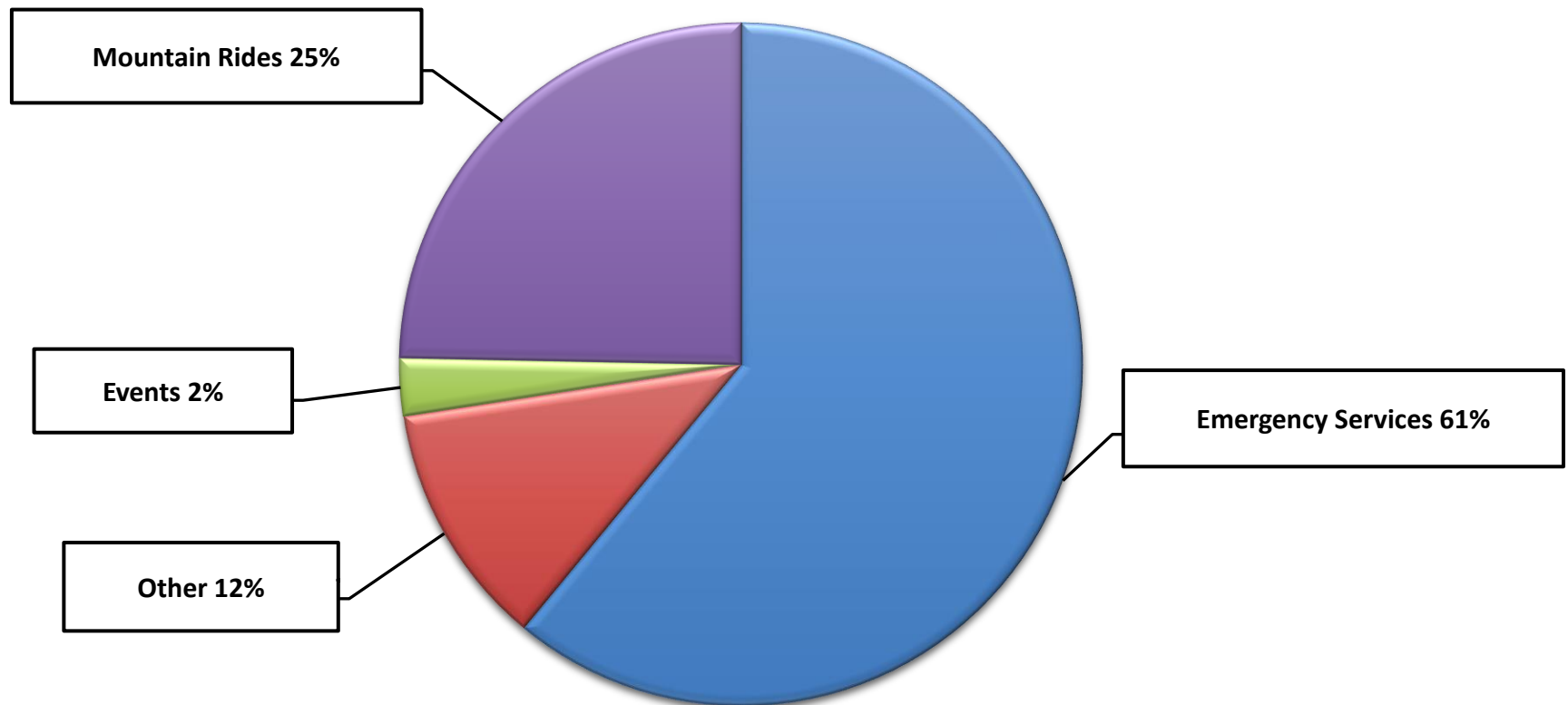
Fiscal Year 2022 Highlights

- LOT did not contain this page last year.

Fiscal Year 2023 Highlights

- Any excess revenues are recommended for one-time purposes. (Mountain Rides capital local match).
- Mountain Rides' request includes a) an increase in operations/service and b) a one-time request for capital improvements.
- Visit Sun Valley is not requesting funds this fiscal year.
- There are no funds available to transfer to the Capital Improvement Plan.
- Mountain Humane has previously been a line item in the Police Department budget.
- The budget for Wagon Days has returned to its pre-pandemic funding level.

FY 2023 Original LOT Expenditures



Other:

- Consolidated Dispatch – 5.3%
- Sun Valley Economic Development – .5%
- Idaho Dark Sky Alliance – .1%
- Friends of the Sawtooth Avalanche Center – .1%
- Mountain Humane – .1%
- Granicus (Short-term rental program) – 1%

Local Option Tax Original Fund - Revenues

		FY 2020 Audited Actuals	FY 2021 Audited Actuals	FY 2022 Adopted w/ Amendments	FY 2023 Proposed Budget	One-Time
	REVENUES	2,606,873	3,391,025	4,675,100	2,846,469	
	Projected Revenue Changes	FY 2020 Audited Actuals	FY 2021 Audited Actuals	FY 2022 Adopted w/ Amendments	FY 2023 Proposed Budget	One-Time
1.	Fund Revenue	2,606,873	3,391,025	2,400,000	2,700,000	268,000
2.	Fund Balance			-	146,469	
	Sub-Total	2,606,873	3,391,025	2,400,000	2,846,469	268,000
	Inflationary Changes					
1.	Fund Balance FY21 GF CIP	-	-	348,627		
2.	Fund Balance FY21 GF CIP Sun Valley Road			1,277,735		
3.	Fund Balance GF Emergency Services			411,228		
4.	Fund Balance FY22 NGO's & Other			237,510		
	Sub-Total	-	-	2,275,100	-	
	Total Revenue	2,606,873	3,391,025	4,675,100	2,846,469	268,000
	Total Expenditures	2,347,456	2,205,645	4,675,100	2,846,469	268,000
	Total Revenue Over/(Under)	259,417	1,185,380	-	-	-

Local Option Tax Original Fund - Expenditures

		FY 2020 Audited Actuals	FY 2021 Audited Actuals	FY 2022 Adopted w/ Amendments	FY 2023 Proposed Budget	One-Time
	EXPENDITURES	2,350,891	2,207,093	4,675,100	2,846,469	268,000
		FY 2020 Audited Actuals	FY 2021 Audited Actuals	FY 2022 Adopted w/ Amendments	FY 2023 Proposed Budget	One-Time
1.	City Emergency Services	1,103,317	1,309,465	1,718,672	1,900,000	
2.	Transfer to GF CIP	-	45,000	1,626,362	-	-
3.	Consolidated Dispatch	152,282	156,850	161,556	166,403	
4.	Wagon Days	42,500	80,000	117,000	132,250	
5.	Events	22,157	32,830	75,000	85,000	
6.	Visit Sun Valley SVMA	400,000	110,000	200,000	-	
7.	Mountain Rides	624,700	469,000	687,000	527,000	242,000
8.	Administrative GF Direct Costs	2,500	2,500	3,000	5,000	
9.	Contingency	-	-	9,000	-	
10.	SVED	-	-	10,000	-	15,000
11.	Idaho Dark Sky Alliance	-	-	2,200	-	2,500
12.	Friends of the Sawtooth National FSAC	-	-	4,000	-	4,000
13.	Mountain Humane			-		4,500
14.	Other			1,000	1,000	
	Total Expenditures	2,347,456	2,205,645	4,614,790	2,816,653	268,000
15.	Granicus (Short Term Rental Compliance)	-	-	29,810	29,816	
16.	Audio Systems Equipment Events			30,500	0	
	Total Expenditures	2,347,456	2,205,645	4,675,100	2,846,469	268,000



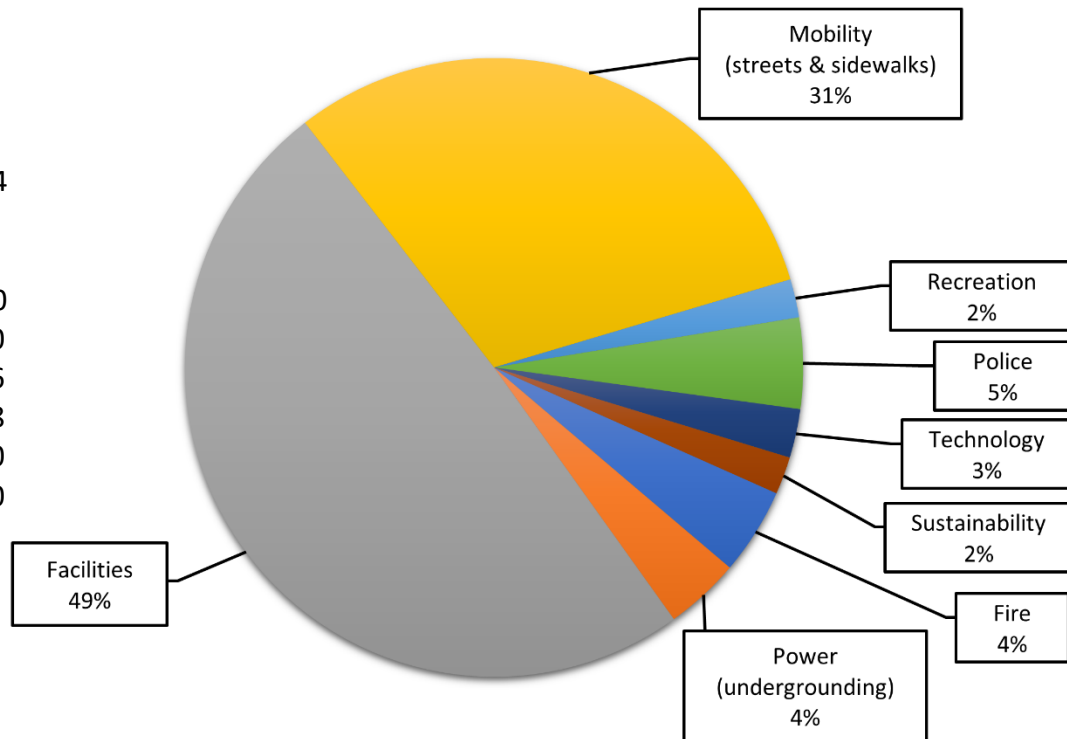
Fiscal Year 2023 is the second year of the updated five-year Capital Improvement Plan. Planned expenses for FY23 total \$2,549,374. The most significant project (\$1 million) is the first phase on improvements to Warm Springs Preserve which will be fully funded via donations received.

The following pages contain expense detail for each fiscal year and is organized by function area. Project requests for the remaining fiscal years exceed the amount of funding from planned resources. Therefore, the CIP plan will be reviewed annually to make necessary changes to ensure expenses align with resources. The CIP also serves as a basis to calculate development impact fees for fire, police, and parks.

Fiscal Year 2023 Highlights

- FY23 Total Proposed Expense: \$ 2,549,374

- FY23 Revenue Sources
 - Donations \$ 1,000,000
 - Idaho Power Franchise \$ 265,000
 - Use of CIP Fund Balance \$ 938,246
 - Use of LOT Fund Balance \$ 131,128
 - Fire Bond Balance \$ 115,000
 - Police Contract Rebate \$ 100,000



Capital Improvement | FY23 Detail

Description	Department	Projected Cost
Firefighting EQ (tools)	Fire	\$14,860
PPE (turnout gear)	Fire	\$31,375
MDT (Mobile Computers)	Fire	\$24,000
Radios (portable)	Fire	\$14,000
Medical (city provided)	Fire	\$4,000
Rescue (city provided)	Fire	\$24,800
Shop Tools	Fire	\$2,500
	Fire	\$115,535
Water Conservation Upgrades Cost Savings	Facilities	\$20,000
Replace 2001 Ford Ranger	Facilities	\$35,000
EV Charging Stations	Facilities	\$5,000
Atkinson Park Irrigation Upgrades	Facilities	\$25,000
Atkinson Park Replace Softball Fence	Facilities	\$27,000
Forest Service Park Replace Restroom Fixtures	Facilities	\$6,500
Forest Service Park New Roof Residential Bldgs	Facilities	\$80,000
Forest Service Park Paint All Buildings	Facilities	\$35,000
John Deere Mower X729 2011 - Replacement	Facilities	\$16,000
Replace Trash Cans (Citywide)	Facilities	\$10,000
Town Square Upgrades	Facilities	TBD
Warm Springs Preserve - Phase I	Facilities	\$1,000,000
Power Line Undergrounding	Power	\$100,000
	Facilities/Power	\$1,359,500
2nd Avenue Sharrows/Protected Bike Lane	Mobility	\$80,000
4th Street Paver Replacement (Main Street to Walnut)	Mobility	TBD
Downtown Core Sidewalk infill	Mobility	\$222,000
Sidewalk Curb and Gutter Repairs	Mobility	\$111,111
Main and 1st Street - Pedestrian Safety (Construction)	Mobility	\$104,400
Main Street and Sun Valley Road - Pedestrian Safety (Construction)	Mobility	\$113,100
Main Street and 5th Street - Pedestrian Safety (Construction)	Mobility	\$104,400
Main Street and 6th Street - Pedestrian Safety (Construction)	Mobility	\$52,200
	Mobility	\$787,211

Description	Department	Projected Cost
Atkinson Park New Soccer Goals (deferred from '22)	Recreation	\$10,000
Van/bus from Mt Rides (deferred from '22)	Recreation	\$11,000
Replace Automatic Plow truck	Recreation	\$30,000
	Recreation	\$51,000
New server for body camera system	Police	\$24,245
Mobile radio replacement	Police	\$12,000
Patrol vehicle replacement	Police	\$55,000
City Share of Record Management System	Police	\$29,883
	Police	\$121,128
IT Upgrades	Technology	\$65,000
	Technology	\$65,000
Sustainability Infrastructure	Sustainability Infrastructure	\$50,000
	Sustainability Infrastructure	\$50,000
2023 Proposed Totals		\$2,549,374

Capital Improvement | FY24 Detail

Description	Department	Projected Cost
Engine 1 (might move to a lease - \$60K)	Fire	\$868,219
Firefighting EQ (tools)	Fire	\$14,860
PPE (turnout gear)	Fire	\$31,375
Radios (portable)	Fire	\$14,000
Medical (city provided)	Fire	\$4,000
Rescue (city provided)	Fire	\$24,800
Shop Tools	Fire	\$2,500
	Fire	\$959,754
Water Conservation Upgrades Cost Savings	Facilities	\$20,000
Atkinson Park Irrigation Upgrades	Facilities	\$25,000
Replace Trash Cans (Citywide)	Facilities	\$10,000
Replace Gator	Facilities	\$18,000
Replace 2004 Ford Ranger	Facilities	\$35,000
Rotary Park - Bathroom Roof Replacement	Facilities	\$25,000
Splash Pad - Replace 2 Pumps	Facilities	\$8,500
Town Square Upgrades	Facilities	TBD
Warm Springs Preserve - Phase II	Facilities	TBD
Atkinson Park Refurbish Legion Ballfield	Facilities	\$150,000
Edelweiss Park Install Irrigation Hookup	Facilities	\$10,000
Rotary Park Paint Bathrooms	Facilities	\$15,000
Rotary Park Replace Paver Walkways	Facilities	\$22,000
Rotary Park Replace Picnic tables	Facilities	\$11,000
Rotary Park Replace Play Structure	Facilities	\$7,000
Power Line Undergrounding	Power	\$180,000
	Facilities/Power	\$536,500
Mill and Overlay Walnut Avenue	Mobility	\$80,000
Warm Springs Road Reconfiguration (\$TBD)	Mobility	TBD
Downtown Core Sidewalk infill	Mobility	\$222,000
Sidewalk Curb and Gutter Repairs	Mobility	\$111,111
Mill and Overlay East Avenue	Mobility	\$600,000
Town Square Alley - asphalt	Mobility	\$50,000
	Mobility	\$1,063,111

Description	Department	Projected Cost
Reconfiguration of Upper/Lower Softball Fields	Recreation	\$50,000
John Deere Gator	Recreation	\$20,000
	Recreation	\$70,000
Patrol vehicle replacement	Police	\$57,000
Tasers (set of 4)	Police	\$14,000
City Share of Record Management System	Police	\$29,883
	Police	\$100,883
Elgin Eagle (2006) - Sweeper	Street/Equipment	\$250,000
	Street/Equipment	\$250,000
IT Upgrades	Technology	\$65,000
	Technology	\$65,000
Sustainability Infrastructure	Sustainability Infrastructure	\$50,000
	Sustainability Infrastructure	\$50,000
% for Art	% for Art	\$0
	% for Art	\$0
2024 Proposed Totals		\$3,095,248

Capital Improvement | FY25 Detail

Description	Department	Projected Cost
Firefighting EQ (tools)	Fire	\$14,860
PPE (turnout gear)	Fire	\$31,375
Radios (portable)	Fire	\$14,000
Medical (city provided)	Fire	\$4,000
Rescue (city provided)	Fire	\$24,800
Shop Tools	Fire	\$2,500
	Fire	\$91,535
Water Conservation Upgrades Cost Savings	Facilities	\$20,000
Atkinson Park Irrigation Upgrades	Facilities	\$25,000
Farnlun Park Irrigation Hookup	Facilities	\$10,000
Farnlun Park Potable Water	Facilities	\$15,000
Skate Park - Permanent Bathrooms	Facilities	\$125,000
Replace Trash Cans (Citywide)	Facilities	\$10,000
Town Square Upgrades	Facilities	\$120,000
Power Line Undergrounding	Power	\$180,000
	Facilities/Power	\$505,000
Lewis & Northwood - sidewalk, gutter, roadway (Engineering)	Mobility	\$200,000
Warm Springs lift area - sidewalk, gutter, roadway (Engineering)	Mobility	\$250,000
1st Avenue and 1st Street - Pedestrian Safety	Mobility	\$130,000
1st Avenue and 4th Street - Pedestrian Safety	Mobility	\$140,000
1st Avenue and 5th Street - Pedestrian Safety	Mobility	\$140,000
East Avenue and 2nd Street - Pedestrian Safety	Mobility	\$120,000
East Avenue and 5th Street - Pedestrian Safety	Mobility	\$130,000
SH-75 Pathway-North of Town (Construction)	Mobility	\$257,000
Downtown Core Sidewalk infill	Mobility	\$222,000
Sidewalk Curb and Gutter Repairs	Mobility	\$111,111
	Mobility	\$1,700,111

Description	Department	Projected Cost
New vehicle (hybrid)	Police	\$60,000
New handguns (12 units included)	Police	\$14,000
City Share of Record Management System	Police	\$29,883
	Police	\$103,883
Standby Generator	Street/Equipment	\$150,000
Elgin Geovac (2000) - Sweeper	Street/Equipment	\$300,000
140 Grader (TBD)	Street/Equipment	\$345,000
	Street/Equipment	\$795,000
IT Upgrades	Technology	\$65,000
	Technology	\$65,000
Sustainability Infrastructure	Sustainability Infrastructure	\$50,000
	Sustainability Infrastructure	\$50,000
% for Art	% for Art	\$0
	% for Art	\$0
2025 Proposed Totals		\$3,310,529

Capital Improvement | FY26 Detail

Description	Department	Projected Cost
Firefighting EQ (tools)	Fire	\$14,860
PPE (turnout gear)	Fire	\$31,375
Radios (portable)	Fire	\$14,000
Medical (city provided)	Fire	\$4,000
Rescue (city provided)	Fire	\$24,800
Shop Tools	Fire	\$2,500
	Fire	\$91,535
Atkinson Park Irrigation Upgrades	Facilities	\$25,000
Replace Trash Cans (Citywide)	Facilities	\$10,000
Power Line Undergrounding	Power	\$180,000
	Facilities/Power	\$215,000
Warm Springs Road and Saddle Road - Pedestrian Safety	Mobility	\$170,000
Downtown Core Sidewalk infill	Mobility	\$222,000
Sidewalk Curb and Gutter Repairs	Mobility	\$111,111
	Mobility	\$503,111
KPD 1424 Replacement	Police	\$60,000
City Share of Record Management System	Police	\$29,883
	Police	\$89,883
Elgin Pelican (2001) - Sweeper	Street/Equipment	\$300,000
New Snow Blower	Street/Equipment	\$850,000
Sand Storage Building	Street/Equipment	\$200,000
	Street/Equipment	\$1,350,000
IT Upgrades	Technology	\$65,000
	Technology	\$65,000
Sustainability Infrastructure	Sustainability Infrastructure	\$50,000
	Sustainability Infrastructure	\$50,000
% for Art	% for Art	\$0
	% for Art	\$0
2026 Proposed Totals		\$2,364,529

Capital Improvement | FY27 Detail

Description	Department	Projected Cost
Firefighting EQ (tools)	Fire	\$14,860
PPE (turnout gear)	Fire	\$31,375
Radios (portable)	Fire	\$14,000
Medical (city provided)	Fire	\$4,000
Rescue (city provided)	Fire	\$24,800
Shop Tools	Fire	\$2,500
	Fire	\$91,535
Replace Trash Cans (Citywide)	Facilities	\$10,000
Power Line Undergrounding	Power	\$180,000
	Facilities/Power	\$190,000
Downtown Core Sidewalk infill	Mobility	\$222,000
Sidewalk Curb and Gutter Repairs	Mobility	\$111,111
	Mobility	\$333,111
Zamboni	Recreation	\$40,000
	Recreation	\$40,000
Rifle Replacements (18 Units)	Police	\$18,000
City Share of Record Management System	Police	\$29,883
Vehicle Purchase	Police	\$60,000
	Police	\$107,883
IT Upgrades	Technology	\$65,000
	Technology	\$65,000
Sustainability Infrastructure	Sustainability Infrastructure	\$50,000
	Sustainability Infrastructure	\$50,000
% for Art	% for Art	\$289
	% for Art	\$289
2027 Proposed Totals		\$877,818



Enterprise Funds



The Water Division of the Utilities Department is responsible for providing potable water to the residents and businesses of Ketchum. The division operates several well sites and reservoirs throughout the city. The division also reads meters, repairs meters, supervises the installation of water taps, and processes utility billing.

Fiscal Year 2022 Highlights

- A 4.9% percent rate adjustment would be necessary to fund expenses should the Council prefer not to access fund balance.
- Most significant increase in capital is associated with an emergency power generator (\$250,000 estimate).
- No significant changes to operating expenses.

Personnel:

- No changes.

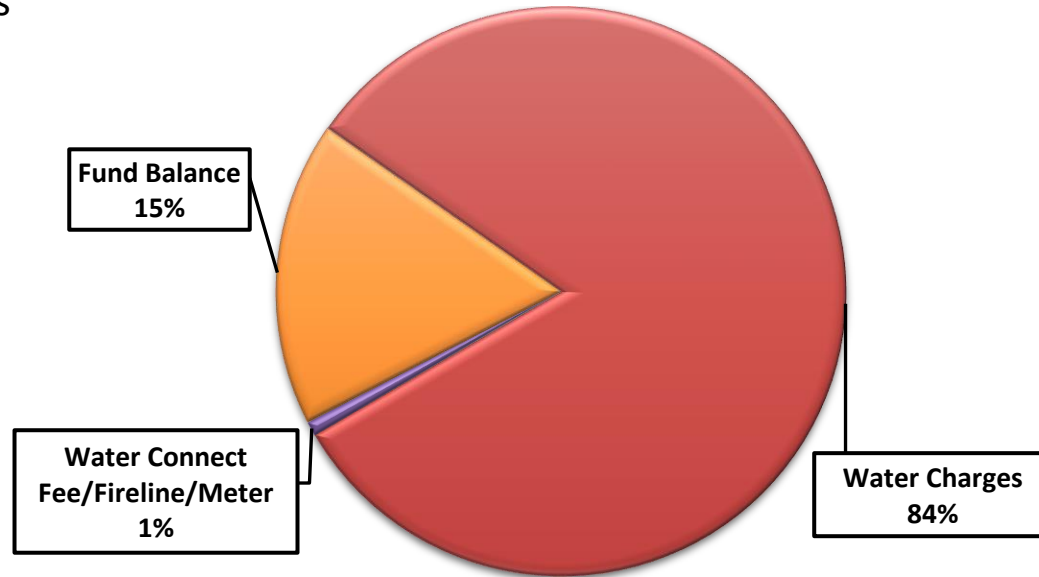
Fiscal Year 2023 Highlights

- Proposed new tiered rate structure to promote water conservation.
- Increase funding to implement multi-year Capital Improvement Plan.

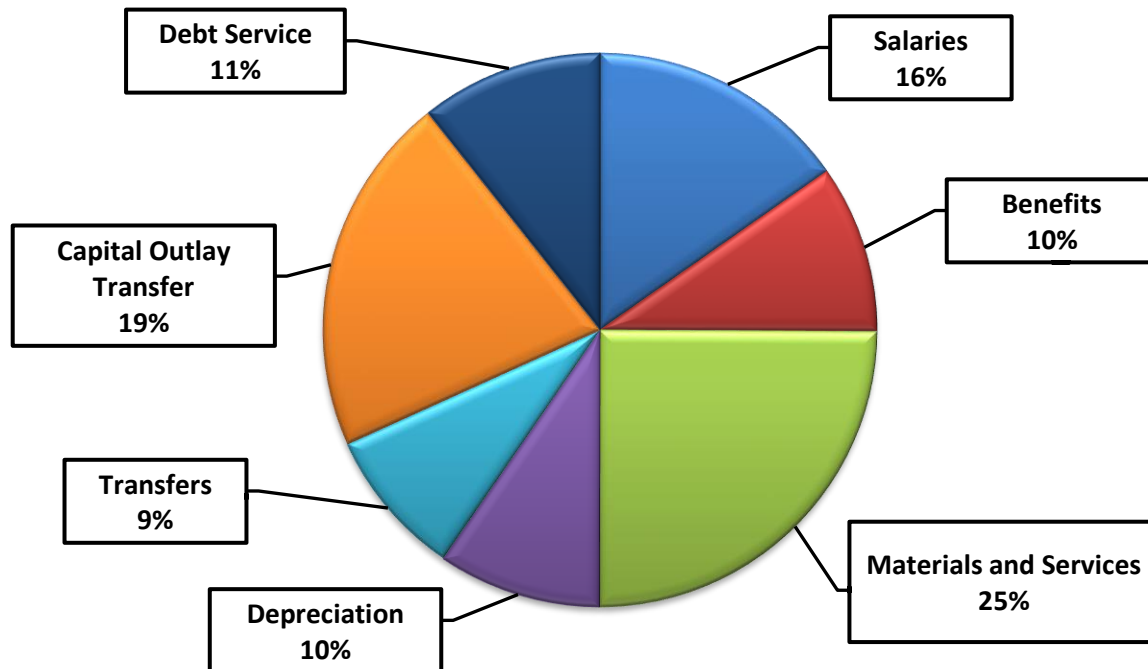
Personnel:

- No changes.

FY23 Water Resources



FY 2023 Water Requirements



Water 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				
WATER	2,286,824	2,469,632	1,052,487	2,815,101		WATER	2,065,612	2,469,632	1,210,799	2,815,101
	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				
1. WATER CHARGES	2,247,669	2,436,632	1,006,081	2,357,768	1.	SALARIES	283,901	439,285	218,785	441,535
2. WA CONNECT FEE/FIRELINE/METER	13,853	23,000	10,289	23,000	2.	BENEFITS	159,540	284,482	110,860	283,764
3. WATER INSPECTION FEES	-	-	-	-	3.	MATERIALS AND SERVICES	434,492	683,844	315,282	721,193
4. INTEREST EARNINGS	5,383	10,000	2,911	10,000	4.	DEPRECIATION	268,051	-	-	275,000
5. REFUNDS & REIMBURSEMENTS	(1,321)	-	32,012	-	5.	TRANSFERS	791,359	-	503,289	251,365
6. MISCELLANEOUS REVENUE	1,863	-	1,194	2,500	6.	CAPITAL OUTLAY TRANSFER	523,308	754,934	-	534,000
7. GAIN(LOSS) ON PENSION ACTIVITY	19,378	-	-	-	7.	DEBT SERVICE	128,269	307,087	62,583	308,244
7. FUND BALANCE	0	-	-	421,833		Total Expenditures	2,588,921	2,469,632	1,210,799	2,815,101
Total Revenue less Transfers	2,286,824	2,469,632	1,052,487	2,815,101		Funding Requests				
Transfers	-	-	-	-		1.				
Total Revenue	2,286,824	2,469,632	1,052,487	2,815,101		2.				
Total Revenue	2,286,824	2,469,632	1,052,487	2,815,101		Sub-total	-	-	-	-
Total Expenditures	2,588,921	2,469,632	1,210,799	2,815,101		Total Expenditures	2,588,921	2,469,632	1,210,799	2,815,101
Total Revenue Over/(Under)	(302,096)	0	(158,312)	0						

Water Fund Expenditures

	FY 2020 AUDITED ACTUALS	FY 2021 AUDITED ACTUALS	FY 2022 ADOPTED BUDGET	FY 2023 PROPOSED BUDGET	NOTES
1. WATER	1,821,197.96	1,937,343.24	2,162,544.93	2,506,856.71	
1.1. PERSONAL SERVICES	407,151.12	443,441.20	723,766.93	725,298.71	
1000-SALARIES-WATER	243,688.14	261,012.45	408,285.00	410,535.00	
1800-PAY DIFFERENTIAL	19,246.52	18,643.78	20,000.00	20,000.00	
1900-OVERTIME	10,346.36	4,244.74	11,000.00	11,000.00	
2100-FICA TAXES-CITY	20,159.99	22,628.27	33,605.30	33,777.43	
2200-STATE RETIREMENT-CITY	31,759.87	33,078.89	52,450.63	52,719.28	
2400-WORKMEN'S COMPENSATION-CITY	5,528.76	7,009.01	8,828.00	8,074.00	
2500-HEALTH INSURANCE-CITY	69,079.62	68,697.90	163,454.00	169,019.00	
2505-HEALTH REIMBURSEMENT ACCT(HRA)	2,642.19	1,685.84	9,417.00	8,529.00	
2510-DENTAL INSURANCE-CITY	2,656.08	2,632.11	4,585.00	5,789.00	
2515-VISION REIMBURSEMENT ACCT(HRA)	995.85	771.37	4,350.00	4,050.00	
2600-LONG TERM DISABILITY	1,047.74	1,019.88	1,796.00	1,806.00	
2700-VACATION/SICK ACCRUAL PAYOUT	-	22,016.96	-	-	
2710-VACATION/COMPENSATION PAYOUT	-	-	-	-	
2760-EMPLOYEE HOUSING SUBSIDY	-	-	-	-	
2800-STATE UNEMPLOYMENT INSURANCE	-	-	5,996.00	-	no seasonal employees
1.2. MATERIALS AND SERVICES	455,030.61	428,742.36	683,844.00	721,193.00	
3100-OFFICE SUPPLIES & POSTAGE	484.07	1,118.31	2,000.00	2,000.00	
3120-DATA PROCESSING	5,177.84	5,154.85	7,100.00	7,100.00	
3200-OPERATING SUPPLIES	11,942.91	12,923.03	15,000.00	16,500.00	
3250-LABORATORY/ANALYSIS	5,442.00	2,855.50	4,000.00	4,000.00	
3400-MINOR EQUIPMENT	817.71	1,069.43	2,000.00	2,500.00	
3500-MOTOR FUELS & LUBRICANTS	7,074.09	10,306.26	15,000.00	18,000.00	
3600-COMPUTER SOFTWARE	2,905.90	5,193.40	8,000.00	10,000.00	
3800-CHEMICALS	7,956.22	6,754.61	12,000.00	12,000.00	
4200-PROFESSIONAL SERVICES	63,348.92	13,442.82	170,000.00	170,000.00	
4300-STATE & WA DISTRICT FEES	8,138.50	10,714.00	15,000.00	17,000.00	
4600-INSURANCE	14,000.00	14,000.00	14,000.00	14,000.00	
4800-DUES, SUBSCRIPTIONS, & MEMBERS	-	-	8,000.00	8,000.00	
4900-PERSONNEL TRAINING/TRAVEL/MTG	2,226.92	1,423.89	5,000.00	8,000.00	
5000-ADMINISTRATIVE EXPENSE-GEN FND	102,999.99	106,090.00	109,273.00	91,761.00	used Mat&Svc Distribution Cal worksheet
5100-TELEPHONE & COMMUNICATIONS	5,022.05	4,592.16	9,620.00	13,500.00	
5200-UTILITIES	96,248.68	111,728.77	115,500.00	120,000.00	
5500-RIGHT-OF-WAY FEE (STREET DEPT)	89,000.00	91,446.00	112,351.00	121,832.00	5% of user fees 01-3100-6130
6000-REPAIR & MAINT-AUTO EQUIP	2,535.10	5,332.63	10,000.00	15,000.00	
6100-REPAIR & MAINT-MACH & EQUIP	29,709.71	23,746.70	40,000.00	60,000.00	
6910-OTHER PURCHASED SERVICES	-	850.00	10,000.00	10,000.00	

Water Fund Expenditures, cont.

3. CAPITAL OUTLAY	266,588.85	273,800.68	-	275,000.00	
7100-WATER EASEMENTS, LAND, ETC	5,750.00	5,750.00	-	-	
7900-DEPRECIATION EXPENSE	260,838.85	268,050.68	-	275,000.00	
4. OTHER EXPENDITURES	692,427.38	791,359.00	754,934.00	785,365.00	
8801-REIMBURSE CITY GENERAL FUND	271,040.39	279,172.00	287,547.00	233,365.00	used Mat&Svc Distribution Cal worksheet
8803-REIMBURSE GF CIP-TECH/LEASING	6,387.00	6,387.00	6,387.00		included in 8801
8864-TRANSFER TO WA CAPITAL IMP FND	414,999.99	505,800.00	461,000.00	534,000.00	
9930-WATER FUND OP. CONTINGENCY	-	-	-	18,000.00	bonus program
2. WATER DEBT SERVICE EXP	131,793.70	128,269.16	307,087.00	308,244.00	
2. MATERIALS AND SERVICES	450.00	450.00	500.00	500.00	
4200-PROF.SERVICES-PAYING AGENT	450.00	450.00	500.00	500.00	
4. OTHER EXPENDITURES	131,343.70	127,819.16	306,587.00	307,744.00	
8300-DEBT SRVC ACCT PRINCIPAL-2015B	(115,000.00)	(121,000.00)	30,000.00	30,000.00	
8400-DEBT SRVC ACCT INTEREST-2015B	109,411.82	108,426.13	107,675.00	106,475.00	
8600-DEBT SRVC ACCT PRINCIPAL-2016	115,000.00	121,000.00	152,000.00	157,000.00	
8700-DEBT SRVC ACCT INTEREST-2016	21,931.88	19,393.03	16,912.00	14,269.00	
Grand Total	1,952,991.66	2,065,612.40	2,469,631.93	2,815,100.71	

Water Division CIP

	FY21 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
WATER CIP	650,162	487,000	436,309	559,000		WATER CIP	525,726	487,000	-	559,000
Revenues	FY21 Actuals	FY 2022 Adopted Budget	FY 2022 Actuals	FY 2023 Proposed Budget		Expenditures	FY 2021 Audited Actuals	FY 2022 Adopted Budget	FY 2022 Actuals	FY 2023 Proposed Budget
1. WATER CONNECTION FEES	144,027	25,000	131,824	25,000		1. MISC SERVICES & CHARGES	-	-	-	19,000
2. INTEREST EARNINGS	335	1,000	167	-		2. AUTOMOTIVE EQUIPMENT	-	35,000	-	30,000
3. TRANSFER FROM WATER FUND	505,800	461,000	307,333	534,000		3. MACHINERY AND EQUIPMENT	59,173	72,000	-	150,000
4.						4. WATER METERS	62,303	50,000	36,506	50,000
Total Revenue less Transfers	650,162	487,000	439,324	559,000		5. WATER METER REPLACEMENT	6,722	20,000	19,283	50,000
Transfers	-	-	-	-		6. CONSTRUCTION	46,850	60,000	2,298	60,000
Total Revenue	650,162	487,000	439,324	559,000		7. KETCHUM SPRING WA CONVERSION	337,118	-	197,967	-
Funding Requests						8. NEW STAND-BY GENERATOR WA/ADM.	13,560	250,000	5,700	200,000
1.						Total Expenditures	525,726	487,000	261,755	559,000
2.						Funding Requests				
Sub-total	-	-	-	-		1.				
Total Revenue with Changes	650,162	487,000	439,324	559,000		2.				
Total Expenditures with Changes	525,726	487,000	261,755	559,000		Sub-total	-	-	-	-
Total Revenue Over/Under	124,437	-	177,569	-		Total Expenditures	525,726	487,000	261,755	559,000

Row Labels	FY 2020 AUDITED ACTUALS	FY 2021 AUDITED ACTUALS	FY 2022 ADOPTED BUDGET	FY 2023 PROPOSED BUDGET
3. WATER CIP	408,637.53	525,725.60	522,000.00	559,000.00
3. CAPITAL OUTLAY	408,637.53	525,725.60	522,000.00	559,000.00
6900-MISC SERVICES & CHARGES	-	-	-	19,000.00
7500-AUTOMOTIVE EQUIPMENT	-	-	-	30,000.00
7600-MACHINERY AND EQUIPMENT	11,254.53	59,172.55	72,000.00	150,000.00
7650-WATER METERS	19,624.47	62,303.40	25,000.00	50,000.00
7653-WATER METER REPLACEMENT	4,537.17	6,721.58	5,000.00	50,000.00
7800-CONSTRUCTION	39,104.66	46,850.04	50,000.00	60,000.00
7802-KETCHUM SPRING WA CONVERSION	334,116.70	337,118.03	350,000.00	-
7806-NEW STAND-BY GENERATOR WA/ADM.	-	13,560.00	20,000.00	200,000.00
Grand Total	408,637.53	525,725.60	522,000.00	559,000.00

Water Division CIP Detail

FY 2023				FY 2024				FY 2025				
Project/ Purchase Item			Cost:	Project/ Purchase Item			Cost:	Project/ Purchase Item			Cost:	
Atkinsons Park/Parkway ML Ext. (Possibly done in FY 21-22)			\$ 19,000.00	S. HWY 75 to Boulder Court ML Ext.			\$ 66,500.00	Engineering Trail Creek ML/Well			\$ 50,000.00	
NW Well backup Generator- Possible transfer from 2021/22 budget			\$200,000.00	New 1/2 ton work truck			\$ 30,000.00	New 3/4 ton Truck			\$ 35,000.00	
New 908 Loader w/blower and forks: Quote \$135,849.32 + 10% Inflation			\$150,000.00	New Vac trailer system			\$ 75,000.00	Water Ops Backup Genaerator			\$130,000.00	
New 1/2 ton work truck			\$ 30,000.00	Aquire Sherthanner Well				Aquire Sherthanner Well				
				S Wyakkin to Boulder Court ML Ext.			\$ 71,250.00					
Aquire Sherthanner Well												
64-4340-7500 Automotive Equipment				64-4340-7500 Automotive Equipment				64-4340-7500 Automotive Equipment				
64-4340-7600 Machinery & Equipment				64-4340-7600 Machinery & Equipment				64-4340-7600 Machinery & Equipment				
64-4340-7650 Water Meters			\$ 50,000.00	64-4340-7650 Water Meters			\$ 50,000.00	64-4340-7650 Water Meters			\$ 50,000.00	
64-4340-7653 Water Meter Replacement			\$ 50,000.00	64-4340-7653 Water Meter Replacement			\$ 50,000.00	64-4340-7653 Water Meter Replacement			\$ 50,000.00	
64-4340-7800 Construction			\$ 60,000.00	64-4340-7800 Construction			\$ 60,000.00	64-4340-7800 Construction			\$ 60,000.00	
			Total:	\$559,000.00			Total:	\$ 402,750.00			Total:	\$ 375,000.00
FY 2026				FY2027								
Project/ Purchase Item			Cost:	Project/ Purchase Item			Cost:					
Aquire Sherthanner Well				Aquire Sherthanner Well								
Start Sun Peak well Process				Trail Creek Mainline Construction			\$ 380,000.00					
Trail Creek Mainline Construction			\$380,000.00	Trail Creek Well, Re-build			\$ 500,000.00					
				Start Sun Peak well Process								
64-4340-7500 Automotive Equipment				64-4340-7500 Automotive Equipment								
64-4340-7600 Machinery & Equipment				64-4340-7600 Machinery & Equipment								
64-4340-7650 Water Meters			\$ 50,000.00	64-4340-7650 Water Meters			\$ 50,000.00					
64-4340-7653 Water Meter Replacement			\$ 50,000.00	64-4340-7653 Water Meter Replacement			\$ 50,000.00					
64-4340-7800 Construction			\$ 60,000.00	64-4340-7800 Construction			\$ 60,000.00					
			Total:	\$540,000.00			Total:	\$1,040,000.00				



The Wastewater Division of the Utilities Department is responsible for collecting and treating domestic wastewater. The Sun Valley Water and Sewer District and the City of Ketchum own the wastewater treatment facility. The division operates the wastewater treatment plant and maintains the collection system in the City of Ketchum.

Fiscal Year 2022 Highlights

- A 4.9% rate adjustment would be necessary to fund expenses should the Council prefer not to access fund balance.
- The most significant change in the capital improvement budget is an allocation of \$500,000 for a new VAC truck. This expense would be split equally with the Sun Valley Water and Sewer District.

Personnel:

- No changes.

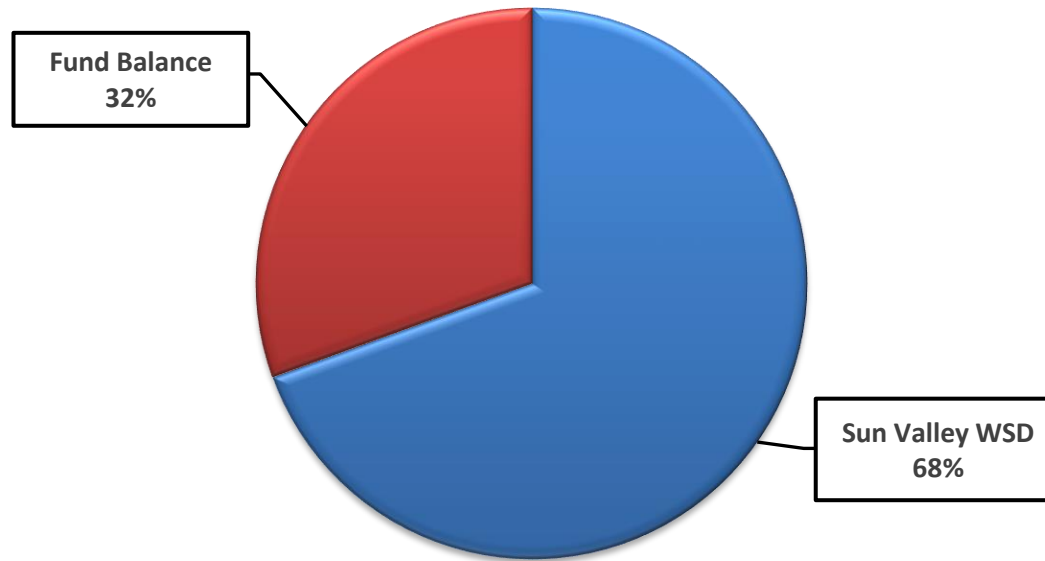
Fiscal Year 2023 Highlights

- HDR has recently completed a draft Facility Plan to guide investment at the treatment plant for next 20 years.
- City has retained a financial advisor to develop detailed cash flow analysis and revenue bond scenarios to determine proper blend of rate increases and debt issuance.
- Draft budget assumes at least a 7% rate increase.

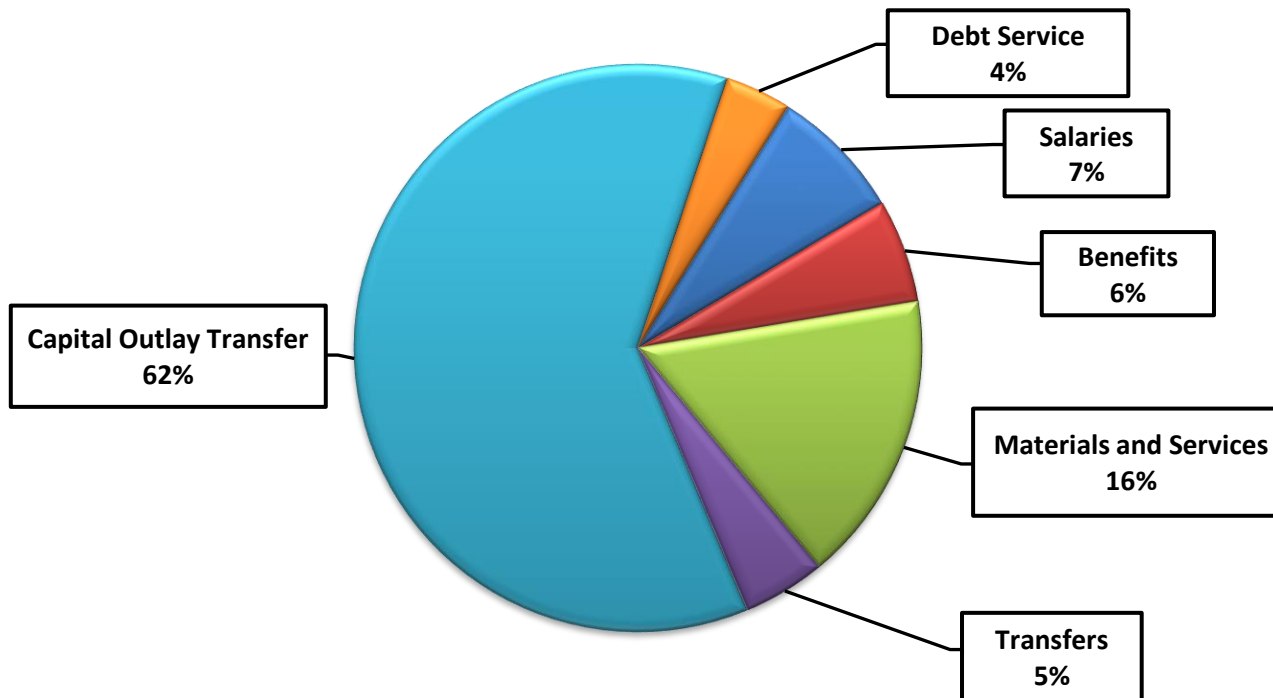
Personnel:

- No changes.

FY 2023 Wastewater Resources



FY 2023 Wastewater Requirements



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
	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				
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.				
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					

Wastewater Division Expenditures

	FY 2020 AUDITED ACTUALS	FY 2021 AUDITED ACTUALS	FY 2022 ADOPTED BUDGET	FY 2023 PROPOSED BUDGET	NOTES
1. WASTEWATER	618,301.77	688,994.51	823,270.12	916,696.77	
1. PERSONAL SERVICES	618,301.77	688,994.51	823,270.12	916,696.77	
1000-SALARIES	336,005.14	363,449.55	427,732.00	480,257.00	
1800-PAY DIFFERENTIAL	17,329.96	14,820.34	22,968.00	22,968.00	
1900-OVERTIME	11,668.67	15,949.41	13,905.00	13,905.00	
2100-FICA TAXES-CITY	26,984.68	28,741.49	35,542.28	39,560.45	
2200-STATE RETIREMENT-CITY	42,868.89	46,105.46	55,473.84	61,745.32	
2400-WORKER'S COMPENSATION-CITY	5,475.80	6,326.61	8,412.00	9,445.00	
2500-HEALTH INSURANCE-CITY	159,438.13	195,647.75	230,481.00	264,310.00	
2505-HEALTH REIMBURSEMENT ACCT(HRA)	4,594.12	7,982.96	10,617.00	11,504.00	
2510-DENTAL INSURANCE-CITY	4,133.42	4,719.92	5,189.00	5,789.00	
2515-VISION REIMBURSEMENT ACCT(HRA)	5,133.51	3,786.60	4,800.00	5,100.00	
2600-LONG TERM DISABILITY	1,443.85	1,464.42	1,882.00	2,113.00	
2700-VACATION/SICK ACCRUAL PAYOUT	3,225.60	-	-		
2800-STATE UNEMPLOYMENT INSURANCE	-	-	6,268.00	-	no seasonal employees
2. MATERIALS AND SERVICES	543,725.00	658,979.62	715,928.42	779,600.00	
3100-OFFICE SUPPLIES & POSTAGE	376.33	483.62	700.00	700.00	
3120-DATA PROCESSING	7,766.74	7,730.73	8,000.00	8,500.00	
3200-OPERATING SUPPLIES	10,742.34	14,111.21	11,000.00	14,000.00	
3400-MINOR EQUIPMENT	981.12	607.03	1,000.00	1,100.00	
3500-MOTOR FUELS & LUBRICANTS	9,482.32	8,282.55	9,500.00	14,025.00	
3600-COMPUTER SOFTWARE	1,800.00	5,775.90	2,500.00	1,300.00	
3800-CHEMICALS	46,120.99	72,425.14	67,000.00	79,500.00	
4200-PROFESSIONAL SERVICES	31,501.96	43,802.41	48,950.00	54,500.00	
4201-IPDES PERMITS	3,711.42	2,747.46	3,711.42	3,711.00	
4600-INSURANCE	32,000.00	32,000.00	32,000.00	32,000.00	
4900-PERSONNEL TRAINING/TRAVEL/MTG	3,577.33	2,749.63	2,500.00	3,715.00	
5000-ADMINSTRATIVE EXP - GEN FUND	141,891.76	146,149.00	150,533.00	125,525.00	used Mat & Svc Distr Calc worksheet
5100- TELEPHONE & COMMUNICATION	2,648.03	2,449.59	4,000.00	7,500.00	
5200-UTILITIES	106,063.14	126,493.79	135,000.00	175,000.00	
5500-RIGHT-OF-WAY FEE (STREET DEPT)	81,050.00	83,481.00	115,934.00	121,624.00	5% of user fees 01-3100-6140
6000-REPAIR & MAINT - AUTO EQUIP	10,247.38	8,020.87	9,000.00	7,500.00	
6100-REPAIR & MAIN - MACH & EQUIP	40,432.21	77,357.47	65,000.00	75,000.00	
6150-OHIO GULCH REPARY & REPLACE	130.00	17.25	1,000.00	1,000.00	
6900-COLLECTION SYSTEM SERVICES/CHA	13,201.93	24,294.97	48,600.00	53,400.00	

Wastewater Division Expenditures, cont.

3. WASTEWATER	329,788.49	329,390.44	-	330,000.00	
3. CAPITAL OUTLAY	329,788.49	329,390.44	-	330,000.00	
7900-DEPRECIATION EXPENSE	329,788.49	329,390.44	-	330,000.00	used Mat & Svc Distr Calc worksheet
4. WASTEWATER	878,669.39	726,801.00	1,459,176.00	4,586,323.00	included in 8801
4. OTHER EXPENDITURES	878,669.39	726,801.00	1,459,176.00	4,586,323.00	-
8801-REIMBURSE CITY GENERAL FUND	271,040.39	279,172.00	287,547.00	319,233.00	
8803-REIMBURSE GF CIP-TECH/LEASING	7,629.00	7,629.00	7,629.00		
8863-REIMBURSE WATER COLLECTION SYS	200,000.01	0.00	-	-	
8867-TRANSFER TO WW CAP IMP FUND	399,999.99	440,000.00	1,164,000.00	4,248,090.00	
9930-CONTINGENCY	-	-	-	19,000.00	bonus program
5. WASTEWATER DEBT SERVICE EXP	65,340.13	56,019.77	261,250.00	255,500.00	-
2. MATERIALS AND SERVICES	450.00	450.00	500.00	500.00	-
4200-PROFESSIONAL SERVICES-PAYING AGENT	450.00	450.00	500.00	500.00	-
4. OTHER EXPENDITURES	64,890.13	55,569.77	260,750.00	255,000.00	
8300-DEBT SRVC ACCT PRNCPL-2014C	-	(0.26)	215,000.00	220,000.00	
8400-DEBT SRVE ACCT INTEREST-2014C	64,890.13	55,570.03	45,750.00	35,000.00	
Grand Total	2,435,824.78	2,460,185.34	3,259,624.54	6,868,119.77	

Wastewater Division CIP

	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
WASTEWATER CIP	536,022	1,206,000	862,194		WASTEWATER CIP	46,404	1,206,000	543,236	
Revenues	FY21 Actuals	FY 2022 Adopted Budget	FY 2022 Actuals	FY 2023 Proposed Budget	Expenditures	FY 2021 Audited Actuals	FY 2022 Adopted Budget	FY 2022 Actuals	FY 2023 Proposed Budget
					1. BOB CAT UW56 TOOLCAT	273	50,000	2,242	-
1. IMPACT FEES	7,511	-	-	-	2. SEWER VAC TRUCK	-	500,000	448,507	-
2. WASTEWATER CONNECTION FEES	87,630	40,000	85,439	40,000	3. CONSTRUCTION	1,043	500,000	29,760	-
3. INTEREST EARNINGS	881	2,000	755	500	4. ENERGY EFFICIENCY PROJECTS	275	-	-	50,000
4. TRANSFER FROM WASTEWATER FUND		1,164,000	776,000	4,207,590	5. HEADWORKS CONSTR. & EQUIP.	-	-	-	-
5. FUND BALANCE				-	6. CAPITAL FACILITY PLAN	44,814	50,000	62,728	75,000
Total Revenue less Transfers	96,022	1,206,000	862,194	4,248,090	7. MICROSCOPE	-	6,000	-	-
Transfers	-	-	-	-	8. CAPITAL IMP PLAN(NO SHARING)	-	100,000	-	1,016,610
Total Revenue	96,022	1,206,000	862,194	4,248,090	9. AERATION BASINS - ANOXIC AND	-	-	-	2,185,660
					10. AERATION BASINS BLOWERS & EL	-	-	-	210,120
Funding Requests					11. UPGRADE FILTER PLC	-	-	-	710,700
1.					Total Expenditures	46,404	1,206,000	543,236	4,248,090
Sub-total	-	-	-	-	Funding Requests				
Total Revenue with Changes	96,022	1,206,000	862,194	4,248,090	1.				
Total Expenditures with Changes	46,404	1,206,000	543,236	4,248,090	Sub-total	-	-	-	-
Total Revenue Over/Under	49,618	-	318,958	-	Total Expenditures	46,404	1,206,000	543,236	4,248,090

WASTEWATER CIP	2020 AUDITED ACTUALS	FY 2021 AUDITED ACTUALS	FY 2022 ADOPTED BUDGET	FY 2023 PROPOSED BUDGET
3. CAPITAL OUTLAY	516,302	536,022	1,206,000	4,173,090
IMPACT FEES	80,785	7,511	-	-
INTEREST EARNINGS	2,655	881	2,000	500
TRANSFER FROM WASTEWATER FUND	400,000	440,000	1,164,000	4,132,590
WASTEWATER CONNECTION FEES	32,861	87,630	40,000	40,000
Grand Total	516,302	536,022	1,206,000	4,173,090

Wastewater Division CIP Detail

Project	Project Cost (2022 Dollars)	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031
Aeration Basins - Anoxic and MLR (Nos. 3 & 4)	\$987,000		\$1,016,610								
Aeration Basin Blower Repair	\$65,000	\$65,000									
Grit Removal System	\$1,015,000										\$1,324,345
Aeration Basin Upgrades (Nos. 1 & 2)	\$2,140,000						\$1,240,423	\$1,277,636			
Rotary Drum Thickener & Dewatering Building	\$7,204,000			\$3,821,362	\$3,936,003						
Remove Digester No. 1 Building and New Flat Covers	\$690,000		\$710,700								
Clarifier No. 1 HVAC and Roof Repair	\$183,000			\$194,145							
Gravity Thickener & Transfer Building Demo	\$145,000				\$158,445						
Digester No. 2	\$2,648,000								\$1,085,569	\$1,118,136	\$1,151,680
Screw Press	\$1,527,000					\$1,718,652					
New & Replacement Digester Blowers	\$1,829,000								\$2,249,439		
Aeration Basin Blowers & Updated Electrical	\$6,626,000		\$2,185,660		\$1,849,987		\$1,276,361				
Replace Generator & MCC-3	\$1,263,000									\$1,599,931	
Pump Replacements	\$1,413,000						\$409,514				
Replace UV Equipment	\$1,694,000							\$2,022,725			
Upgrade PLC Hardware	\$1,356,000					\$1,526,190					
Upgrade Filter PLC	\$102,000		\$105,060								
Digester No. 1 Diffusers	\$250,000										\$326,193
Clarifier Mechanism No. 1 Replacement	\$553,000										
Upgrade Dewatering PLC	\$102,000										
Misc. Headworks Improvements	\$271,000						\$59,123				
Upgrade UV PLC	\$102,000		\$105,060								
Clarifier Mechanism No. 2 Replacement	\$454,000										
Ancillary Buildings	\$1,010,000										
Utility Tractor	\$67,000	\$67,000									
Sewer Cleaning "Vac" Truck	\$450,000	\$450,000									
Parking Lot Repaving	\$1,330,000					\$748,463					
Replace VFD's	\$1,564,000							\$933,749			
Outfall Clearing	\$167,000					\$93,980					

Annual Capital Costs | \$37,207,000 | \$582,000 | \$4,123,090 | \$4,015,507 | \$5,944,435 | \$4,087,285 | \$2,985,421 | \$4,234,109 | \$3,335,008 | \$2,718,066 | \$2,802,218

2032	2033	2034	2035	2036	2037	2038	2039	2040	2041	2042	Annualized Cost
											\$66,342
											\$4,369
											\$68,224
											\$143,842
											\$484,222
											\$46,379
											\$12,300
											\$9,746
											\$177,987
											\$102,638
											\$122,938
\$2,298,097											\$445,371
											\$84,893
\$474,738					\$550,352					\$638,009	\$94,976
											\$113,863
											\$91,144
											\$6,856
											\$16,804
\$743,186											\$37,170
			\$149,790								\$6,856
						\$353,035					\$18,215
											\$6,856
			\$666,714								\$30,516
	\$1,398,076										\$67,888
											\$4,503
											\$30,247
										\$1,201,064	\$89,397
						\$1,254,880					\$105,125
				\$126,301							\$11,225

\$3,516,021 | \$1,398,076 | \$0 | \$816,505 | \$126,301 | \$550,352 | \$1,607,916 | \$0 | \$0 | \$0 | \$1,839,073 | \$2,500,895



Development Services

The Development Services Trust Fund is an account established for bonds or other monies deposited as required by city ordinances for development projects. If projects do not fulfill their obligations, the funds may be withdrawn and used for mitigating any issues in connection to the development. In the vast majority of cases, the funds are returned to the applicant in full.

Parks and Recreation

The Parks and Recreation Trust Fund provides budget authority to receive and expend money obtained through grants, donations, and General Fund contributions. A new sub account was created to house donations made toward the Warm Springs Preserve. Federal law typically requires that money received through grants be segregated into separate funds and that the receipt and expenditure of such money be accounted separately from other city functions. The fund also provides an avenue to segregate donations to assure that such funds are spent in accordance with the instructions of donors.

Police

The Police Trust Fund provides budget authority to receive and expend money obtained through forfeitures and seized assets. Federal law requires that money received through such forfeitures be segregated into separate funds and that the receipt and expenditure of such money be accounted separately from other city functions. Federal law also limits the expenditure of such funds to specific uses, such as drug enforcement, education activities, and capital equipment or improvements.

Trust Funds

TRUST FUNDS	FY 2020 Audited Actuals	FY 2021 Audited Actuals	FY 2022 Adopted w/ Amendments	FY 2023 Proposed Budget
DEVELOPMENTAL				
REVENUE	246,869	100,355	150,000	150,000
EXPENDITURE	234,642	117,630	150,000	150,000
TOTAL	12,228	-17,275	0	0
PARKS				
REVENUE	15,634	92,369	127,050	1,279,956
EXPENDITURE	45,165	26,668	124,050	1,279,956
TOTAL	-29,531	65,702	3,000	0
POLICE				
REVENUE	1,615	441	96,000	7,500
EXPENDITURE	0	0	95,000	7,500
TOTAL	1,615	441	1,000	0



General Obligation and Debt Service Fund

The General Obligation and Debt Service Fund provides for debt service on the City's Series 2007 General Obligation (G.O.) Bonds that funded certain Streets Department capital equipment acquisitions as well as the Series 2020 General Obligation Bonds that are funding construction of the new station for the Fire and Rescue Department.

The 2007 G.O. Bonds were authorized by the requisite two-thirds of the voters at the election held on November 7, 2006, in the amount of \$1,550,000. Ordinance 1014 provides for the repayment of the bonds over a 14-year term. The final payment is scheduled for August 2021. Interest rates on the bonds vary from 3.72% to 4.43%.

The 2020 G.O. Bonds were authorized by the requisite two-thirds of the voters at the election held on November 5, 2019, in the amount of \$11,500,000. Ordinance 1201 provides for the repayment of the bonds over a 25-year term. The final payment is scheduled for September 2044. Interest rates on the bonds vary from 2.00% to 5.00% with a true interest cost of 1.92% over the life of the bonds.

Community Housing In-Lieu Fund

The purpose of the Community Housing In-Lieu Fund is to provide budget authority to administer the City's community housing in-lieu program. In-lieu funds are restricted for uses that advance community housing efforts.



City/County Housing Department (formerly the Mayor-Council Strategic Initiatives Fund)

The FY23 budget is a scaled down approach (\$848,349) for the first year of the Housing Action Plan due to the recent Local Option Tax vote not receiving voter approval. The draft budget assumes full utilization of the Strategic Initiatives Account and \$266,349 from General Fund – Fund Balance. This scope of work would be co-funded with Blaine County similar to the countywide sustainability approach.

In October of 2021, the city kicked off the process to create the Ketchum Housing Action Plan. The city created a community task force to assist in the creation of the plan. The task force held several meetings to provide feedback on the development of the plan. Staff held a series of meetings with potential implementing partners outlined in the plan to ensure alignment should the plan be approved and funded. Three phases of significant community engagement were conducted to solicit feedback on the development of the plan. City Council formally adopted the plan on May 9th.

Wagon Days Fund

The Wagon Days Fund provides budget authority to support the annual Wagon Days Celebration that takes place during the Labor Day weekend. The Wagon Days Celebration is funded through a mix donations, ticket and souvenir sales coupled with the Local Option Tax Fund.

Other Funds

OTHER FUNDS	FY 2020 Audited Actuals	FY 2021 Audited Actuals	FY 2022 Adopted w/ Amendments	FY 2023 Proposed Budget
GENERAL OBLIGATION FIRE BOND				
REVENUE	0	596,111	636,050	611,769
EXPENDITURE	0	611,679	636,050	611,769
TOTAL	0	-15,568	0	0
GENERAL OBLIGATION CONSTRUCTION FIRE BOND				
REVENUE	11,557,875	61,758	500,000	268,722
EXPENDITURE	1,749,242	9,054,420	500,000	268,722
TOTAL	9,808,633	-8,992,663	0	0
GENERAL OBLIGATION STREET BOND				
REVENUE	149,948	149,916	3,212	0
EXPENDITURE	149,836	149,835	3,212	0
TOTAL	112	81	0	0
IN-LIEU HOUSING				
REVENUE	40,906	577,953	2,822,050	305,000
EXPENDITURE	283,045	75,000	2,822,050	305,000
TOTAL	-242,139	502,953	0	0
CITY/COUNTY HOUSING				
REVENUE	0	0	864,099	848,349
EXPENDITURE	0	0	864,099	848,349
TOTAL	0	0	0	0
WAGON DAYS				
REVENUE	43,159	94,649	122,500	151,550
EXPENDITURE	15,693	99,391	122,500	151,550
TOTAL	27,466	-4,742	0	0



Appendixes:

I – Housing Budget

II – Water Fund Rate Model

III – Wastewater Fund Rate Model

IV – Contracts for Services



City of Ketchum

Agency Name: Idaho Dark Sky Alliance for the Central Idaho Dark Sky Reserve (CIDSR)
Project Name: Educational Outreach and Light Pollution Monitoring
Contact Person: Carol Cole
Address: PO Box 4903, Ketchum, ID 83340
Email: idahodarksky@gmail.com
Phone Number: Carol, 208-721-2303

Please provide the information requested below and return via email to aswindley@ketchumidaho.org by end of day, **Friday, April 22, 2022.**

- City Council’s Budget Strategic Session will be on June 27th
- The public hearing will be on July 18th, with the readings as follows:
 - 1st – August 1st | 2nd – August 15 | 3rd – September 6th

Feel free to expand the text fields. Supporting documents or any additional information for consideration are welcome as attachments.

If any of the below items do not apply to your request, please indicate with N/A.

1. Amount requested for fiscal year 2023: **\$2,500.00**

2. What percentage of your overall budget does the requested amount represent? **17 %**
Please submit a budget sheet for FY2021 and FY2022 that shows overall revenue and expenditures.

Funding Source	2023 Percent of Planned Budget \$16,000	2022 Percent of Total Budget \$12,200	2021 Percent of Total Budget \$2,800
Cities of Ketchum, Sun Valley, and Stanley	44% (requested)	50%	N/A
Blaine County	22% (requested)	25%	N/A
Stanley Chamber of Commerce	17% (confirmed)	15%	N/A
IDSA	17% (confirmed)	10%	100%

3. How would your program or project be impacted if it did not receive funding from the City or if funding were reduced? (Expand the box as needed or submit separately.)

Reduced funding would make it more difficult to maintain IDSA's education and outreach efforts that help residents and visitors to enjoy the stunning night sky and understand the importance of preserving the naturally dark nighttime environment within the Reserve.

Leveraging additional funds from the other cities and counties within the Reserve would be more challenging without the leadership and continued support from Ketchum as a related Dark Sky Community.

4. Does your program or project have a strategic/business plan in place? Yes _____ No X

If yes, please attach a copy upon submission.

(NOTE: The Idaho Dark Sky continues to use the Lightscape Management Plan required by the International Dark-Sky Assn to guide our outreach and monitoring efforts.)

5. If you received funds from the City in fiscal year 2022, please provide specific examples of how those funds were used to benefit the community. (Expand the box as needed or submit separately.)

- Collaborated with BSU to secure multi-year funding through NASA's Science Activation Program to provide STEM outreach and education opportunities. BSU students in the AstroTAC program will provide astronomy and STEM presentations in classrooms and community-based events.
- Provided astronomy information, dark sky friendly lighting displays and telescope viewing (including views of Saturn's moons!) at Solstice Celebrations at Ketchum Town Square
- Worked with the CINSS, the local observing group to host stargazing nights for local residents and with Hotel Ketchum to host two dark sky events for guests
- Worked with City Staff on required sky quality monitoring to maintain Dark Sky Reserve status for CIDSR and Dark Sky Community status for the City.
- Working on upcoming programs in Ketchum and other Wood River locations during the summer 2022 season with the CIDSR Astronomer in Residence

6. If you receive funds from the City in fiscal year 2023, please provide specific goals set by your organization. (Expand the box as needed or submit separately.)

- Since 2017 the Reserve has offered a range of presentations led by astronomers and other subject matter experts. To supplement and expand upon these efforts, the Alliance will continue to provide programs for local organizations, schools and civic groups.
- Develop and install dark sky interpretive signs throughout the Reserve to provide information about astronomy, the importance of dark night sky to maintaining healthy ecosystems, and dark sky friendly outdoor lighting.
- Provide information for local tourism organizations (local Chambers of Commerce, Visit Sun Valley, local outfitters, lodging providers) about the economic benefits of astro-tourism
- Continue work with BSU AstroTAC students to provide outreach programs for schools and other organizations
- Work with students from UCLA's Institute of the Environment and Sustainability in June to collect Sky Quality data for local use and to maintain Dark Sky designation for both CIDSR and Ketchum.
- Recruit and train a volunteer night sky monitoring group, including local teachers and other interested residents, to assist the Reserve and the City with ongoing monitoring needs

Overall benefits of the Central Idaho Dark Sky Reserve to the City of Ketchum and city residents

The Idaho Dark Sky Alliance works with a number of organizations throughout the reserve to educate residents about the importance of maintaining dark skies. The group also serves as a resource for Ketchum and other communities as they develop and implement dark sky policies.

The pristine dark skies we enjoy in the Reserve are a treasured resource for both local residents and visitors. A main goal for the CIDSR is to preserve our dark skies. Reducing artificial light at night benefits human health and wildlife populations, and reduces energy consumption. Dark Sky designation can also provide economic benefits to local businesses through increased tourism and specific benefits to businesses that provide dark sky related items.

The City of Ketchum has been involved with the Dark Sky planning discussions since the 1990s when the city passed a Dark Sky Lighting Ordinance. City staff were instrumental in the early planning effort to get CIDSR recognized as the first Dark Sky Reserve in the US.



City of Ketchum

Agency Name: Friends of the Sawtooth National Forest Avalanche Center (FSAC)
Project Name: Daily Forecast Sponsor
Contact Person: Dawn Bird, FSAC Executive Director
Address: PO Box 2669, Ketchum ID, 83340
Email: Avycenterfriends@gmail.com
Phone Number: (208)220-3367

Please provide the information requested below and return via email to aswindley@ketchumidaho.org by end of day, **Friday, April 22, 2022.**

- City Council’s Budget Strategic Session will be on June 27th
- The public hearing will be on July 18th, with the readings as follows:
 - 1st – August 1st | 2nd – August 15 | 3rd – September 6th

Feel free to expand the text fields. Supporting documents or any additional information for consideration are welcome as attachments.

If any of the below items do not apply to your request, please indicate with N/A.

1. Amount requested for fiscal year 2023: \$ 4,000
2. What percentage of your overall budget does the requested amount represent? 2 %
Please submit a budget sheet for FY2021 and FY2022 that shows overall revenue and expenditures.
3. How would your program or project be impacted if it did not receive funding from the City or if funding were reduced? (Expand the box as needed or submit separately.)

The Friends of the Sawtooth Avalanche Center (FSAC) and Sawtooth Avalanche Center (SAC) hold a shared mission to save lives by reducing avalanche risk to people recreating, working and traveling on and around the Sawtooth National Forest. Avalanches are responsible for more deaths than any other natural hazard on federally owned lands (USFS, BLM). SAC’s daily avalanche forecasts are a critical tool for sharing avalanche and weather information with the local and tourist winter recreation community and with our professional and business community, including Blaine County Search & Rescue, law enforcement and fire departments, snow removal and landscape services, backcountry guiding groups, and backcountry gear retailers. Our local avalanche center truly is a community effort and our most important resource to help our mountain community remain safe during the winter months. A reduction in funding could severely impact our ability to meet our mission.

4. Does your program or project have a strategic/business plan in place? Yes _____ No X
If yes, please attach a copy upon submission.
*** FSAC board of directors and Staff are currently working on a strategic plan. We hope to have it ready by July 2022. Once complete, I will be more than happy to provide a copy and any further explanations as needed.

5. If you received funds from the City in fiscal year 2022, please provide specific examples of how those funds were used to benefit the community. (Expand the box as needed or submit separately.)

Yes, FSAC was a grateful recipient of funds from the City of Ketchum in 2022. These funds helped sponsor the SAC daily avalanche forecast. This has been a wonderful relationship between the City and FSAC for many, many years.
As a small expression of gratitude, we showcase The City of Ketchum as a dedicated sponsor on the FSAC website. <https://friends.sawtoothavalanche.com/sponsors/>

6. If you receive funds from the City in fiscal year 2023, please provide specific goals set by your organization. (Expand the box as needed or submit separately.)

FSAC's primary goal and responsibility is to provide funding for SAC so it may continue to provide reliable, accurate, and actionable avalanche and weather information to the public. The Daily Avalanche Forecast is our most important resource for sharing critical information with the public in order to save lives. Funds collected from the City will be used to ensure this goal is met, which can include SAC website maintenance, expanded forecast territory, and social media outreach.

FSAC 2021-2022 Working Budget Sheet		FSAC's FY: July 1st - June 30th		
Income Category	FY 2020-2021*	Proposed Budgets ** 2021-2022	Actual 2021-22: To Date 4/20/2022***	
Fall Campaign	49,372	45,000	42,855	
Spring Campaign	15,839	15,000	11,690	Note: *This is the actual breakdown of the budget for FSAC for the FY 20-21 ** This was the proposed and working budget FSAC used for guidance going into the FY21-22. I wanted to provide this for your reference. ***This FY has not yet completed. The end of this FY will be on June 30th. The numbers provided here are the best to date, 4/20/2022.
Advisory Sponsors	20,500	28,000	26,000	
Nicholas Martin Jr. (Tech/IT, 4th Forecaster, Media/Comm)	25,000	40,000	40,000	
Eccles/Hayward (Covid Relief/Event Lost Income)	20,000		20,000	
Gould (Social Media Coordinator)	15,000	3,000	20,000	
Rendle (4th Forecaster)	10,000	10,000	10,000	
Chrysopolae Founation	7,500	0	0	
Unsolicited Donations	16,923		22500	
Wattis Dumke Grant	15,000	15,000	0	
Beacon Parks	4,200		0	
Local vendor merch sales	5,113		5965.04	
Other merch sales	1,102		1902	
Friends Events (Net)	0		2205.6	
Other Events (Net) - Homegrown	10,418	20,000	7811.9	
Other Events (Net) - Banff	957		4740	
Education (class donations)	7,151	400	510	
Total Income	224,075	176,400	216,180	
Expense Category	FY 2020-2021	Proposed 2021-2022	Actual 2021-22: To Date 4/20/2022	
SAC FS Collection (wage)	82,244	75,000	75,000	
SAC Weather Stations	3,321	0	462.64	
SAC Snowmobile Ops	3,099	3500	2462.75	
SAC Other (uniforms/gear, etc.)	7,279	7,500	2732.83	
ED Payroll (wage+tax)	12,830	15,000	18,153.60	
EC Payroll (wage+tax)	5,739	6,500	7224.95	
Social Media Coordinator	12,694	15,000	10675	
Education (instructors, materials, etc.)	9,138	10,000	7622.35	
Promotional (merch)	8,892	5,000	5002	
Beacon Parks (Baldy)	4,833	4,500	4563.83	
General Operations (office supplies, copies, postage, etc.)	2,948	3,000	4217.62	
Web Design		4,000	4872.88	
Accounting	2,357	2,750	1962.96	
Insurance	1,709	1,750	640	
Events	0			
Total Expense	157,083	153,500	145,593	



City of Ketchum

Agency Name: Mountain Humane
Project Name: Impound Contract Renewal
Contact Person: Kelly Mitchell
Address: 101 Croy Creek Road
Email: kmitchell@mountainhumane.org
Phone Number: 208-788-4351

Please provide the information requested below and return via email to aswindley@ketchumidaho.org by end of day, **Friday, April 22, 2022.**

- City Council’s Budget Strategic Session will be on June 27th
- The public hearing will be on July 18th, with the readings as follows:
 - 1st – August 1st | 2nd – August 15 | 3rd – September 6th

Feel free to expand the text fields. Supporting documents or any additional information for consideration are welcome as attachments.

If any of the below items do not apply to your request, please indicate with N/A.

-
1. Amount requested for fiscal year 2023: **\$ 4500.00**
 2. What percentage of your overall budget does the requested amount represent? **.15%**
Please submit a budget sheet for FY2021 and FY2022 that shows overall revenue and expenditures.
 3. How would your program or project be impacted if it did not receive funding from the City or if funding were reduced? (Expand the box as needed or submit separately.)

Mountain Humane would not be able to continue as the impound facility for stray and/or residents of Ketchum lost animals. Staffing, lost & found efforts, licensing and Rabies compliance administration would no longer be possible for our non-profit without the municipalities funding the service for residents.

4. Does your program or project have a strategic/business plan in place? Yes ___Y___ No _____

Our strategic plan is in the midst of a complete overall due to all of the changes surrounding animal welfare and our communities' many challenges (labor/housing shortage) so we won't have this complete until September. I would be happy to share it once it is completed.

5. If you received funds from the City in fiscal year 2022, please provide specific examples of how those funds were used to benefit the community. (Expand the box as needed or submit separately.)

Continued reuniting lost (at large) animals with their owners while keeping animals safe from harm and off the streets.
Lost & Found social media and other marketing administrative tasks.
Ensured all Blaine County animals are current on Rabies vaccinations, and administered the Blaine County Dog license program.

6. If you receive funds from the City in fiscal year 2023, please provide specific goals set by your organization. (Expand the box as needed or submit separately.)

Same as above.

Mountain Humane

	2021 Actuals Total	2022 Budget Total
Income		
Total Income	3,645,493	2,880,688
Total Cost of Goods Sold	121,435	77,719
Gross Profit	3,524,057	2,802,969
Total Expenses	2,466,247	2,952,804
Net Operating Income	1,057,810	(149,835)



Agency Name: Mountain Rides Transportation Authority
Project Name: Public Transportation Operations & Capital
Contact Person: Wally Morgus, Executive Director
Address: POB 3091, Ketchum, ID 83340-3091
Email: wally@mountainrides.org
Phone Number: 208.788.7433 x.101

Please provide the information requested below and return via email to aswindley@ketchumidaho.org by end of day, **Friday, April 22, 2022.**

- City Council’s Budget Strategic Session will be on June 27th
- The public hearing will be on July 18th, with the readings as follows:
 - 1st – August 1st | 2nd – August 15 | 3rd – September 6th

Feel free to expand the text fields. Supporting documents or any additional information for consideration are welcome as attachments.

If any of the below items do not apply to your request, please indicate with N/A.

1. Amount requested for fiscal year 2023: \$ 769,000
2. What percentage of your overall budget does the requested amount represent? 5.1 %
Please submit a budget sheet for FY2021+FY2022 – [Attachment A](#) – that shows overall revenue and expenditures.
3. How would your program or project be impacted if it did not receive funding from the City or if funding were reduced? (Expand the box as needed or submit separately.)

To qualify for FTA funding, which underwrites the lion's share of our budget, Mountain Rides must receive local match funds. There is a direct relationship – intensified by the leverage from the Federal match – between funding from our Joint Powers, including Ketchum, and the quality and quantity of public transportation services we deliver. In Operations, with ~\$2.75 of FTA funding per \$1.00 of local funding, each \$100,000 of local funding results in ~\$375,000 of total funding, which translates to ~3,800 hours of bus service. On the Capital side, the match is ~\$4.00 of Federal funding per \$1.00 of local funding.

Mountain Rides deploys resources efficiently to deliver quality services critical to the community. Reduced funding from Ketchum would likely trigger service cuts on our Blue & Valley Routes – serving ~400,000 riders per year (~73% of MRTA ridership) – which, in turn, would exacerbate challenges – traffic congestion; parking shortages; accelerated wear-and-tear on highways/streets; safety and environmental issues due to increased SOV trips – that Mountain Rides, historically, has helped to mitigate.

For FY23, Mountain Rides is requesting \$769,000 from Ketchum: i) for Operations/Service -- \$589,000 -- which is an increase over FY22 (wherein we had CARES funds available to cover shortfalls in local funding) and reflects inflationary impacts on Mountain Rides’ expenses; and ii) for Capital -- \$180,000 -- which is explicitly allocated as the local match for Federal awards earmarked for Capital Improvements, including buses (BEBs), facilities (new Bellevue building), and equipment (lifts, hoists, charging infrastructure, etc. to outfit the new building and retrofit our Ketchum facility for maintaining BEBs).

Mountain Rides Transportation Authority

4. Does your program or project have a strategic/business plan in place? Yes No
If yes, please attach a copy upon submission. See “Mountain Rides Transportation Authority, Strategic Framework: Pentad of Focus,” Attachment B.
5. If you received funds from the City in fiscal year 2022, please provide specific examples of how those funds were used to benefit the community. (Expand the box as needed or submit separately.)

In FY22, Mountain Rides is using City funds to: i) operate and support our Valley & Blue Routes, including enhanced, more frequent, seven-day service on the Valley Route and continuing late-night service on the Blue Route; ii) manage and operate a Safe Routes to School Program; iii) engage in regional transportation planning and coordination; and iv) operate and support our regional van pool services. Benefits to the community include:

- Workers accessing affordable, reliable, safe transportation getting them to/from jobs.
- Senior citizens accessing affordable, reliable, safe transportation getting them to/from shopping and activities.
- Cyclists and pedestrians moving along safe, secure, and scenic routes.
- Children experiencing greater mobility and independence.
- Less traffic; more balanced transportation options; mitigated parking shortages; higher quality of life.

6. If you receive funds from the City in fiscal year 2023, please provide specific goals set by your organization. (Expand the box as needed or submit separately.)

Mountain Rides goals, set by our Board of Directors, remain consistent and relevant:

- Provide/advocate for well-funded public transportation that meets communities' needs.
- Promote knowledge and awareness of the social, financial, environmental, and community benefits of public transportation.
- Promote regional cooperation on transportation issues.

Specifically, in FY 2023, look for Mountain Rides to:

- Operate 30,000+ hours of annual service on routes serving the City.
- Provide quality transportation services and infrastructure that underpin and promote economic growth, vitality, and livability.
- Provide essential transportation services to transit-dependent essential workers.
- Positively impact the local economy, with ~45 employees earning – and spending – ~\$2.3MM in annual wages and benefits.
- Expand and augment our Bellevue depot (total investment, ~\$1.7M) to accommodate fleet electrification and to complement our Ketchum depot. Enhance the infrastructure in our Ketchum depot to further accommodate fleet electrification.
- Bring ten (10) BEBs into our fleet (total investment, ~\$8.2M), which will bring our total BEBs to fourteen (14) in a fleet of twenty-four (24) buses.

For a comprehensive look at Mountain Rides' goals, please see Mountain Rides' “Strategic Framework: Pentad of Focus,” attached.

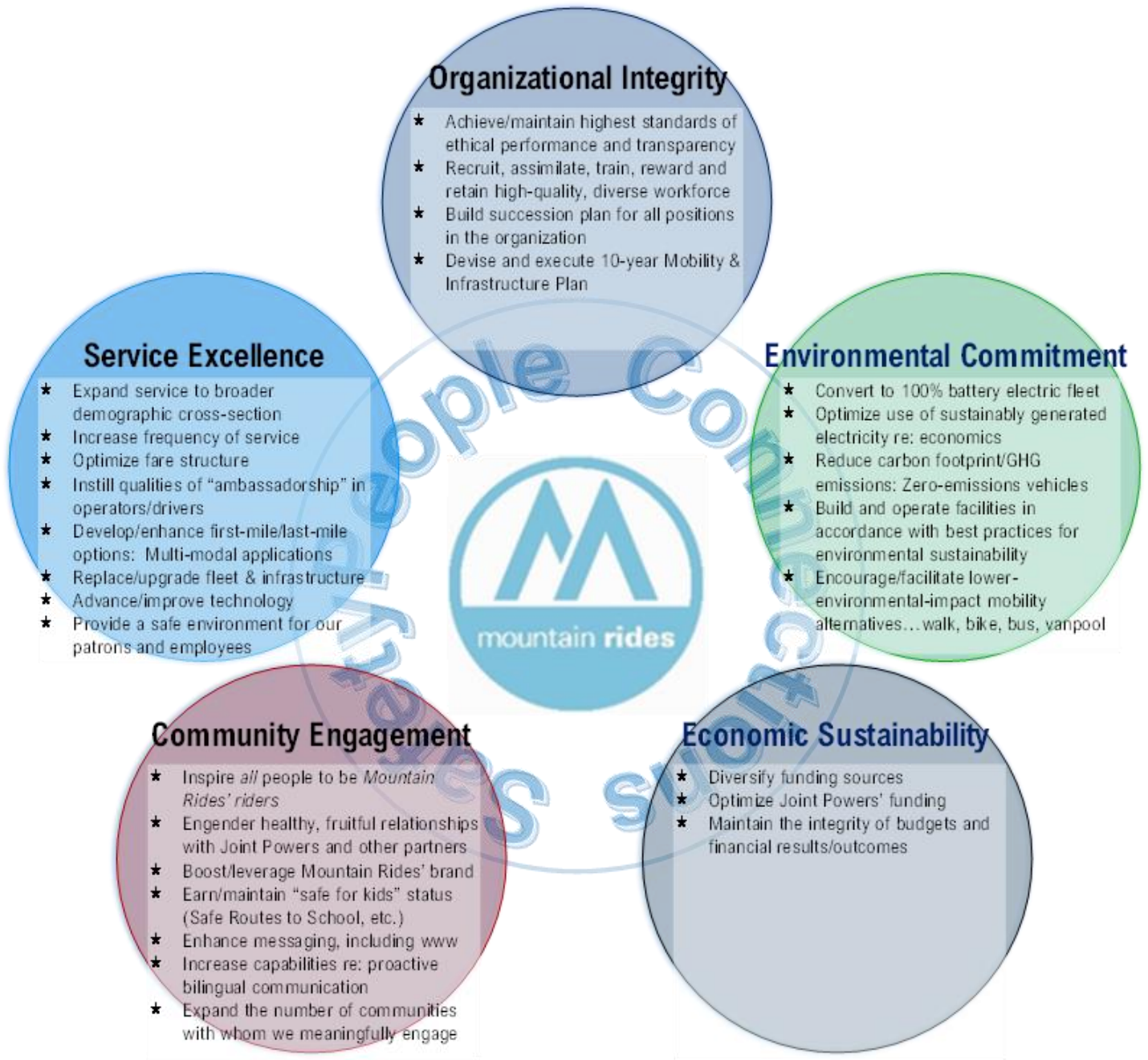
Attachment A

Budget Sheet: Mountain Rides		
REVENUE	FY 2021	FY 2022
Operations Fund	\$ 4,575,500	\$ 3,636,400
Cap. Eqpt. Fund	3,931,400	6,745,000
Facilities Fund	1,738,700	1,140,500
WFH Fund	54,200	54,200
Contingency	503,400	504,400
Total Revenue	\$ 10,803,200	\$ 12,080,500
EXPENSE	FY 2021	FY 2022
Operations Fund	\$ 4,575,500	\$ 3,636,400
Cap. Eqpt. Fund	3,654,100	6,677,000
Facilities Fund	1,112,300	1,081,400
WFH Fund	33,200	33,200
Contingency	-	-
Total Expense	\$ 9,375,100	\$ 11,428,000
FY CARRYOVER	\$ 1,428,100	\$ 652,500

Attachment B

Mountain Rides Transportation Authority
Strategic Framework: Pentad of Focus
2022 - 2026

...it's the journey that matters





City of Ketchum

Agency Name: Sun Valley Economic Development
Project Name: FY23 Funding Request
Contact Person: Harry Griffith
Address: POB 3893 Ketchum, ID 83340
Email: harry@sunvalleyeconomy.org
Phone Number: 208-721-7847

Please provide the information requested below and return via email to aswindley@ketchumidaho.org by end of day, **Friday, April 22, 2022.**

- City Council’s Budget Strategic Session will be on June 27th
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 - 1st – August 1st | 2nd – August 15 | 3rd – September 6th

Feel free to expand the text fields. Supporting documents or any additional information for consideration are welcome as attachments.

If any of the below items do not apply to your request, please indicate with N/A.

-
1. Amount requested for fiscal year 2023: \$ **15,000**
 2. What percentage of your overall budget does the requested amount represent? **9 %**
Please submit a budget sheet for FY2021 and FY2022 that shows overall revenue and expenditures.
 3. How would your program or project be impacted if it did not receive funding from the City or if funding were reduced? (Expand the box as needed or submit separately.)

Access to grant dollars from the Idaho Dept. of Commerce Rural ED Grant program would not be possible, and projected funding from the five other Blaine Co municipalities would be very difficult unless the City demonstrated leadership through this budget request. With the largest business community and employer base, Ketchum's continued support is critical. In order to leverage more than the projected \$55k in Blaine Co. non-Ketchum public sector and \$60k in private sector funding, the City contribution plays a pivotal “key contributor” role.

4. Does your program or project have a strategic/business plan in place? Yes No
If yes, please attach a copy upon submission.

5. If you received funds from the City in fiscal year 2022, please provide specific examples of how those funds were used to benefit the community. (Expand the box as needed or submit separately.)

1. Leadership of the Blaine Covid Recovery Committee
2. Expansion of the Sun Valley Culinary Institute
3. Attraction of Project Wheat with 30 potential new jobs
4. Delivery of economic data and analyses to inform public & private decision-making
5. Guidance to businesses on accessing external capital during the pandemic

This year, we completed an ROI calculation based on methodology used by other leading Idaho ED organizations. This calculation and the methodology are attached separately.

6. If you receive funds from the City in fiscal year 2023, please provide specific goals set by your organization. (Expand the box as needed or submit separately.)

SVED delivers projects and programs that create economic value for Ketchum through:

1. More Jobs: Retain existing and attract new businesses
2. Improved Sales: Increase business traffic & reduce seasonality
3. Better Decision Making: Provide timely data & analysis on the local economy
4. Removing Obstacles: Improve the local business environment
5. Delivering Significant ROI: real and positive community-wide impact from sponsored projects & programs

Sun Valley Economic Development, Inc.
Budget FY 2022 by Class
 January - December 2022

	TOTAL
	Budget
Income	
Income	0.00
Events	0.00
Summit	0.00
Registrations	7,500.00
Sponsorships	7,500.00
Total Summit	\$ 15,000.00
Total Events	\$ 15,000.00
Grant Income	0.00
Broadband Admin	2,500.00
State Dept of Commerce	24,150.00
Total Grant Income	\$ 26,650.00
Private Sector	0.00
Membership	40,000.00
Total Private Sector	\$ 40,000.00
Public Sector	0.00
Blaine County	30,000.00
Hailey	4,000.00
Ketchum	10,000.00
Kura	15,000.00
Sun Valley	8,500.00
Total Public Sector	\$ 67,500.00
Total Income	\$ 149,150.00
Interest Income	12.51
z In Kind Revenue & Services	15,000.00
Total Income	\$ 164,162.51
Gross Profit	\$ 164,162.51
Expenses	
Office Administration	0.00
Accounting	0.00
General Accounting	3,630.00
Tax Preparation	1,200.00
Total Accounting	\$ 4,830.00
Bank Costs	600.00
Dues & Subscriptions	350.00
Other Fees & Service	1,700.00
Total Office Administration	\$ 7,480.00
Operating Expenses	0.00
Compensation	0.00
Executive Director	100,000.00

Bonus	8,400.00
Total Executive Director	\$ 108,400.00
Membership Director	0.00
Base	0.00
Commissions/Bonus	0.00
Total Membership Director	\$ 0.00
Total Compensation	\$ 108,400.00
Consulting	8,000.00
Marketing	5,500.00
Professional Fees	200.00
Training	500.00
Travel, Meals & Entertainment Expense	5,500.00
Web Site	1,000.00
Total Operating Expenses	\$ 129,100.00
Total Expenses	\$ 136,580.00
Net Operating Income	\$ 27,582.51
Other Expenses	
In-Kind Revenue & Services	15,000.00
Loans Repayment & Miscellaneous	1,905.00
Total Other Expenses	\$ 16,905.00
Net Other Income	-\$ 16,905.00
Net Income	\$ 10,677.51

Wednesday, Jan 05, 2022 02:30:33 PM GMT-8 - Accrual Basis

City of Ketchum ROI 2020 ROI

Sun Valley Economic Development Return on Investment		Return Metrics>>	Culinary Only ²	Plus Limelight TRI ³	Plus Revelry TRI ⁴	
		Annual Returns>>	\$ 565,000	\$ 2,902,000	\$ 4,302,000	
Investment Metrics ¹						
Ketchum 1-Yr	\$ 10,000		\$ 57	\$ 290	\$ 430	for every \$1 invested
Ketchum 3-Yr	\$ 29,000		\$ 19	\$ 100	\$ 148	
Ketchum 5-Yr	\$ 49,000		\$ 12	\$ 59	\$ 88	

Notes:

¹ Includes awards to SVED only

² Based on Local operating & capital expenditures

³ Based on Staff Payroll only

⁴ TBD; Pending for 2021

Methodology consistent with Southern Idaho Economic Development



**SUN VALLEY
ECONOMIC
DEVELOPMENT**

SVED 2022 Strategic Plan

DRAFT

January 15, 2022

2022 Action Plan - Framework

Performance Objective Number	Action Plan Category	Strategic Categories
1	Business Attraction, Expansion, Retention and/or Creation	BUSINESS +
2		HOUSING & ACCOMMODATION
3		INFRASTRUCTURE
4		WORKFORCE
5	Place Making	RECREATION
6		EVENTS
7	Training	PROFESSIONAL
8		OTHER
9	Other	MEMBERSHIP
10		FINANCIAL
11		ORGANIZATIONAL

Strategic Plan - Business Attraction, Retention, Expansion & Creation

	Potential Strategy	Potential Tactics/Projects	Priority/ Weight (3=Hi)	Potential Targets
1	Recruit specific/focused relocation leads	Food & Beverage services Small professional offices Satellite/remote cluster offices	3	New rest's/Food Innovation Ctr Professional, PE, VCs, etc. Big Tech, big Rec
2	Respond to Commerce RFPs	As needed	2	Smaller low-infrastructure co's
3	Solicit & draft Idaho incentive applications	Tax Reimbursement Incentive (TRI) Property Tax Exemption (PTE) Advantage, STEP & other	3	Wild Rye Lido, Blue Haven, etc.
4	Regular outreach to local businesses and organizations	Phone call & Zoom until COVID safe	3	Target with DoC priority 75 list Internal 2+/week
5	Provide access to external funding sources	SBA program applications BBB grant applications Other agency applications Local grant applications	3	SBA loan application candidates Seminars & grant support Advise on other grant programs Advise on BC ARPA grant structure
6	Community education & advocacy	Develop economic dashboard Publish membership newsletters Advocate on critical business issues	3	Quarterly issuance Monthly issuance New developmnt, regulatory issues

Strategic Plan - Housing/Accommodation & Infrastructure

	Potential Strategy	Potential Tactics/Projects	Priority/ Weight (3=Hi)	Potential Targets
1	Expansion of Workforce Housing Inventory	Project inventory database Multi-family project advocacy Regulatory policy changes Increase supply incentives LOT for housing advocacy	3	Tracking & reporting Blue Bird, Lido, Blue Haven Tiny Home, ADU, other zoning policy Property Tax Exemption improvement Analysis for ballot measure
2	Accessible Rental Options	City policy change advocacy Long-term rental incentive policies Short Term Rental market policies	2	ST rentals, employment covenants Rent rate, residency restrictions Incentivize ST>LT rental conversion
3	Expand Accommodation & Lodging Options	Hotel project advocacy Support WR Tourism Coalition	2	Marriott Signature, Harriman ExCo participation & data analysis
4	Expansion of Broadband Access	ARPA/FCC grant applications Subsidized devices & services	2	Broadway, So. Bellevue, etc. Support ISP marketing efforts
5	Improved Transportation Systems	Increase SUN capabilities Improve Commuting/Public Transit	1	Support lead organization efforts

Strategic Plan - Workforce

	Potential Strategy	Potential Tactics/Projects	Priority/ Weight (3=Hi)	Potential Targets
1	Community Education	Living wage/ALICE metrics Labor statistics analysis	1	Support lead organization efforts Analyze workforce gaps
2	Talent Attraction	Quality of Place marketing Satellite Urban office marketing	1	BBB, Relocate Recreate Google, FB, etc.
3	Workforce Development	Build Apprenticeship programs Create Internship programs Increase Childcare capacity Leverage TPM [®] Structure Inventory of community skills	2	Grow Culinary; new Const/Trades. ORec Access home-bound students Support BBB, ARPA grant applications Engage local educators & NFPs Joint Idaho Technology Council study

Strategic Plan - Place Making/Training/Other

	Potential Strategy	Potential Tactics/Projects	Priority/ Weight (3=Hi)	Potential Targets
1	Increase recreational assets & opportunities	SV Culinary Institute Baldy Forest Health New RV parks	3	Treasury oversight & grants FEMA BRIC grant application Parcel advocacy
2	Revitalize SVED Events	Organize 2022 Economic Summit Conduct 2-3 Business Forums	2	New post-Covid theme... LIVE BBB, succession, other themes
3	Improve team skills & influence	Increased IEDA engagement RIVDA Loan Board participation	2	Participate in Legislatv committee Conduct SBA regional loan reviews
4	Expand Membership rolls	New member value proposition Young professional's program Urban assimilation program(s)	3	Achieve 75 business outreach target +3 lapsed renewals +5 new members signups
5	Maintain/improve Financial Performance	Optimize P&L performance Secure additional grants Manage EIDL loan	3	Positive Summit & overall P&L ARPA/other program admin. fees Align with Board policy
6	Optimize organizational Structure	Evaluate collaboration alternatives Refresh Board Access additional work capacity	3	VSV consolidation Chair succession Board committee engagement



City of Ketchum

September 6, 2022

Mayor Bradshaw and City Councilors
City of Ketchum
Ketchum, Idaho

Mayor Bradshaw and City Councilors:

Recommendation to Hold Second and Third Reading and Approval of Ordinance 1241 - Scheduling Wastewater Revenue Bond Election on the November 2022 Ballot

Recommendation and Summary

Staff is recommending first reading of Ordinance 1241, which establishes the ballot language and formally requests the Blaine County Clerk to place this matter on the November 8, 2022 election. The city retained Zions Bank to serve as the Financial Advisor on this project. Zions will present a full financial model, and will be in attendance at the meeting to answer any questions. Zions is recommending the city seek voter authorization of a not-to-exceed amount of \$12 million in revenue bonds, which would be funded solely from monthly wastewater customers.

"I move approval of Second and Third Reading of Ordinance #1241 and approval of Ordinance #1241."

Introduction and History

The city retained HDR Engineering to update the previous Wastewater Facility Plan and create a new twenty-year Capital Improvement Plan to meet the needs of the town and comply with regulations set forth by the Idaho Department of Environmental Quality (DEQ). Staff and HDR held two virtual/in-person public open houses to receive feedback and answer questions. There were no concerns expressed by the public.

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. Should the city move forward with a non-debt approach; rates would need to be adjusted 60% in FY23, and 25% in FY24 and FY25. Utilizing a debt approach will only 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 (SVWSD). Staff is currently updating the 1984 agreement with SVWSD to reflect the cost share agreement. The District board has been briefed on the new CIP plan/costs and has expressed no concerns. City staff has involved District staff in all meetings with Zions and bond counsel.

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

Implementing the Capital Improvement Plan schedule will require a FY23 rate increase (7%) and engaging voters in November to approve the issuance of revenue bonds (50% approval).

Attachments

Ordinance #1241

BY THE COUNCIL

BREEN, DAVID, HAMILTON, AND
SLANETZ

AN ORDINANCE RELATING TO THE WASTEWATER SYSTEM OF THE CITY OF KETCHUM, BLAINE COUNTY IDAHO; PROVIDING FOR AND CALLING A SPECIAL ELECTION AT WHICH THERE SHALL BE SUBMITTED TO THE ELECTORS QUALIFIED TO VOTE THEREON THE QUESTION OF ISSUING THE CITY'S WASTEWATER REVENUE BONDS FOR THE PURPOSE OF FINANCING, IN PART, THE COSTS OF RENOVATION, IMPROVEMENT, UPGRADING AND BETTERMENT OF THE CITY'S WASTEWATER SYSTEM; PROVIDING DETAILS IN CONNECTION THEREWITH AND OF THE ELECTION ON THE QUESTION; AND PROVIDING THE EFFECTIVE DATE THEREOF.

WHEREAS, the City of Ketchum (the "City"), Blaine County, Idaho, is a municipal corporation duly organized and existing as a city under the general laws of the State of Idaho; and

WHEREAS, to comply with certain water quality regulations of the United States Environmental Protection Agency (the "EPA") and the Idaho Department of Environmental Quality (the "DEQ"), the current wastewater system (the "System") of the City needs renovation, improvement, upgrading, and betterment; and

WHEREAS, the City Council of the City has determined and does hereby determine the interests of the community and the public interest and necessity require the immediate renovation, improvement, upgrading and betterment of the City's System by undertaking the construction, installation, rehabilitation, improvements, work and purchases, as more fully described in Section 3 of this Ordinance, and all other related costs, items and appurtenances necessary, useful and convenient for the adequate collection and treatment of wastewater within the City (collectively, the "Project"); and

WHEREAS, the City Council of the City (the "Council"), does hereby determine that it is in the interests of the community and the public to seek financing, in part, for the construction, installation, rehabilitation, improvements, work and purchases, and all other related costs, items, and appurtenances necessary, useful, and convenient for implementing the Project; and

WHEREAS, the Council now deems it necessary and appropriate to seek approval from at least a majority of the qualified electors who will vote on the question to issue one or more series of wastewater revenue bonds (the "Bonds"), up to \$14,000,000 for the purpose of defraying, in part, costs of the Project, payable solely from the revenues of the System as constructed, installed, renovated, improved, upgraded, and bettered pursuant to the Revenue Bond Act (the "Act"), §§ 50-1027 through 50-1042, Idaho Code, and all laws thereunto enabling; and

WHEREAS, the net revenues to be derived from the operation of the System may be

pledged lawfully and irrevocably to secure the repayment of such Bonds herein authorized pursuant to the Act; and

WHEREAS, the Bonds shall not be a debt of the City and it shall not be liable thereon, nor shall such Bonds be payable out of any other funds other than the revenues from the System pledged to the payment thereof; and

WHEREAS, the Bonds cannot be issued without the assent of a majority of the qualified electors of the City voting at an election held for the purpose of authorizing or refusing to authorize the issuance of said Bonds; and

WHEREAS, no election has been held in the City within six (6) months of the date of the adoption of this Ordinance on the question herein set forth or any question for a similar, or like, purpose.

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

Section 1. All action heretofore taken (not inconsistent with the provisions of this Ordinance) by the Council and the officers of the City, directed toward:

- a. The Project; and
- b. The issuance of the City's Bonds to finance Project costs, in part; and
- c. The calling and holding of an election for the authorization and issuance of the City's Bonds,

be, and the same hereby is, ratified, approved, and confirmed, including, without limitation, the giving of notice of such election.

Section 2. Subject to the approval by a simple majority of the qualified electors voting on the question, it is hereby ordered the Project be purchased, constructed, and acquired, as may be necessary by the City's Bonds, in one or more series, up to a total of \$14,000,000 issued pursuant to the Act for the cost thereof.

Section 3. The Project briefly and generally described shall consist of the renovation, improvement, upgrading and betterment of the System by making the following improvements and acquisitions:

It is currently anticipated the System of the City will be improved by the construction of certain capital improvements, 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 System, and any other comparable alternative construction, renovation and improvements to the 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.

Section 4. The details of the construction, installation, renovation, improvement, upgrades, management of resources, project descriptions, and evaluations of the City’s System and the Project are more specifically shown and described in the City of Ketchum Wastewater Treatment Plant Facility Plan (the “Plan”) prepared by HDR Engineering, Inc., Boise, Idaho (the “Engineer”). For further details, reference is hereby made to said reports, studies, supplements, and revisions, which are currently on file and available for inspection in the office of the Clerk of the City (the “City Clerk”).

Section 5. The cost of the Project anticipated to be constructed pursuant to the Plan, including all incidental expenses, has been estimated by the Engineer, to be approximately \$37,207,000. The City contemplates issuing Bonds pursuant to this Ordinance in a total amount of not more than \$14,000,000, or so much thereof as may be necessary. The City anticipates that a portion of the cost of the Plan may be defrayed by federal grants, grants from the State of Idaho, funds derived from the City’s cooperative agreement with the Sun Valley Water and Sewer District, and/or City funds.

Section 6. Each series of Bonds shall bear interest at a rate or rates to be later determined by the Council, payable annually or at such lesser intervals as may hereafter be prescribed by ordinance; shall mature serially (or in other payment installments if one Bond is issued representing the entire principal amount of each Bond series that is issued) commencing at the expiration of at least one (1) year from the date of the Bonds and ending not more than thirty (30) years from said date; shall be payable solely from the revenues of the System as constructed, installed, renovated, improved, upgraded, and bettered, in accordance with the provisions of the Act; shall be in such denomination and form as may hereafter be prescribed by ordinance; and may be made subject to prior redemption at such time or times, with or without premium, and upon such terms and conditions as may be determined by the Council in the ordinance authorizing said Bonds, or otherwise pertaining thereto.

Section 7. A Special Municipal Bond Election be, and the same hereby is, called, to be held on Tuesday, the 8th day of November, 2022, between the hours of 8:00 a.m. and 8:00 p.m. on said day for the purpose of enabling the qualified electors of the City, as outlined in Section 10 of this Ordinance, to vote upon the question of issuing said Bonds as set forth in the notice of the Special Municipal Bond Election, the form of which is attached hereto as Exhibit “A.”

Section 8. The Special Municipal Bond Election shall be conducted by Blaine County, Idaho, and the County Clerk of such county (the “County Clerk”), all in accordance with Title 50, Chapter 10, Idaho Code, and Title 34, Idaho Code, and this Ordinance. Pursuant to Section 34-1401, Idaho Code, the County Clerk shall exercise such powers as are necessary to coordinate the

election with the City Clerk. The City Clerk shall confirm with the County Clerk that a sample ballot has been printed before the Special Municipal Bond Election, which sample ballot shall be in or contain the same form as the official ballot proposition set forth in Section 11 hereof. The City Clerk shall also confirm with the County Clerk that the form of sample ballot for the Special Municipal Bond Election will be published in the official newspaper of Blaine County, and as may be necessary in the Idaho Mountain Express, an official newspaper of the City, in accordance with Sections 34-602 and 34-1406, Idaho Code.

Section 9. The polls at the Special Municipal Bond Election shall open at the hour of 8:00 a.m. and remain open continuously until the hour of 8:00 p.m. and then close. The County Clerk shall have and hereby designates the polling places for said Special Municipal Bond Election as set forth in the Notice of Special General Obligation Bond Election attached hereto as Exhibit "A."

Section 10. All qualified electors of the City, eighteen (18) years of age or older, who have legally resided in the City for at least thirty (30) days immediately preceding the date of the election, who are properly registered as provided by law, are entitled to vote at said Special Municipal Bond Election. The ballot proposition and question to be voted upon at the Special Municipal Bond Election shall be separate from any other measures or candidates being voted upon at any other election being held simultaneously or conducted in conjunction with the Special Municipal Bond Election. Only those qualified City electors casting valid ballots upon the bond proposition and question set forth in Sections 11 of this Ordinance shall be counted in determining the number of qualified electors voting at or participating in the special bond election.

(The remainder of this page is intentionally left blank.)

Section 11. The voting at the election on the question of issuing the City’s wastewater revenue bonds shall be by ballot and/or a separate ballot page substantially in the following form:

(Form of Official Ballot)

OFFICIAL BALLOT

SPECIAL MUNICIPAL BOND ELECTION
WASTEWATER REVENUE BONDS

CITY OF KETCHUM
BLAINE COUNTY, STATE OF IDAHO

November 8, 2022

INSTRUCTIONS TO VOTERS: To vote on the following proposition, please fill in the oval in the space to the right of the words “YES. I vote IN FAVOR” or “NO. I vote AGAINST” according to the way you desire to vote on the question. If you, by mistake or accident, mark, tear, deface, or otherwise mutilate this ballot, please return it to the election judges and obtain another ballot.

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?

The following information is required by § 34-913, Idaho Code:

The purpose for which the City’s proposed bonds are to be used, the date of the special bond election (November 8, 2022), and the principal amount of the bonds are set forth above on the ballot or in the City’s bond election Ordinance No. 1241. The interest rate anticipated on the proposed bonds based on current market rates is 4.160% per annum but will be fixed at time of each series issuance.

The total amount to be repaid over the life of the proposed bonds based on the anticipated interest rate, is estimated to be \$24,817,125, consisting of \$14,000,000 in principal and \$10,817,125 in interest. Principal and interest on the proposed bonds will be paid solely from the net revenues of the City's wastewater system and no taxes will be levied by the City for such purposes. Accordingly, the estimated average annual cost to the taxpayer on the proposed bonds based on the data above is a tax of \$0.00 per \$100,000 of taxable assessed value, per year, based on current conditions. Each series of proposed bonds will mature over a period not to exceed thirty (30) years.

The total existing indebtedness, including interest accrued as of November 8, 2022, of the City is \$14,145,884. The total existing indebtedness of the City's wastewater fund, including interest accrued as of November 8, 2022, is \$705,153, and such existing indebtedness will be paid off by the City not later than September 15, 2025.

O—YES. IN FAVOR of funding wastewater system improvements by issuing revenue bonds for the purposes stated in Ordinance No. 1241.

O—NO. AGAINST funding wastewater system improvements by issuing revenue bonds for the purposes stated in Ordinance No. 1241.

(End of Form of Official Ballot)

Section 12. The County Clerk is authorized to cause a sufficient number of ballots to be printed for use at said Special Municipal Bond Election, to acquire such other election supplies as may be required, and to take all other and further actions as may be necessary in connection with the Special Municipal Bond Election.

Section 13. Notice of the Special Municipal Bond Election shall be given by the County Clerk by publication of the Notice of Special Municipal Bond Election in the official newspaper of Blaine County, and as may be necessary in the Idaho Mountain Express, an official newspaper of the City, at least two (2) times, with the first publication not less than twelve (12) days prior to the date fixed for the holding of the Special Municipal Bond Election and the last publication of notice shall be made not less than five (5) days prior to the Special Municipal Bond Election. The notice shall be in substantially the form attached hereto as Exhibit "A."

Section 14. Any qualified and registered elector of the City, as outlined in Section 10, may vote by absentee ballot in the manner provided by Title 34, Chapter 10, Idaho Code, as amended.

Section 15. Officers of the City shall provide a brief official statement setting forth the information required by Section 34-913, Idaho Code.

Section 16. When the polls are closed, the election officials shall immediately proceed to count the ballots cast at the Special Municipal Bond Election. The counting shall be continued without adjournment until completed and the result declared. The election judges and clerks shall thereupon certify the returns of the Special Municipal Bond Election, as may be appropriate, to the County Clerk, who shall present the results to the Blaine County Commissioners.

The Board of the Blaine County Commissioners shall meet within ten (10) days following the election, or at such times to which said meeting is continued, for the purpose of canvassing the results of the Special Municipal Bond Election. The County Clerk shall thereupon certify the election results to the City. The results shall then be entered in the minutes of the City and the overall election result proclaimed as final.

Section 17. If at such election a majority of the qualified electors voting at such election assents to the issuance of the City's wastewater revenue bonds, they shall be sold, executed, and delivered in the same manner provided in the Act and any other applicable laws of the State of Idaho.

Section 18. The officers of the City shall be, and they hereby are, authorized and directed to take all action necessary or appropriate to effectuate the provisions of this Ordinance. The law firm of Skinner Fawcett LLP, Boise, Idaho, is hereby authorized and designated as bond counsel for the Bonds.

Section 19. All bylaws, resolutions, and ordinances in conflict with this Ordinance are hereby repealed.

Section 20. If any section, paragraph, clause, or provision of this Ordinance shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause, or provision shall not affect any of the remaining provisions of this Ordinance.

Section 21. An application may be submitted to any agency of the State of Idaho, including but not limited to the Idaho Department of Environmental Quality and the Idaho Department of Commerce and Labor, and the United States, including but not limited to the United States Department of Agriculture, Rural Development, seeking to have it issue and disburse interim loan funds or grant funds or special appropriations funds for the completion of the Project and/or for it to purchase one or more series of the wastewater revenue bonds of the City. Officers of the City are hereby authorized to take such action as necessary to effectuate the completion and approval of the applications referenced above.

Section 22. The Summary of Ordinance, hereto attached as Exhibit "B", is approved as to form and content, and shall be published after adoption in at least one issue of the Idaho Mountain Express, which is an official newspaper of the City.

Section 23. This Ordinance shall be in full force and effect immediately upon its passage, approval, and publication, as provided by law.

(The remainder of this page is intentionally left blank.)

PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR of the City of Ketchum, Blaine County, Idaho, this 6th day of September, 2022.

CITY OF KETCHUM, a municipal corporation of the State of Idaho

By: _____
NEIL BRADSHAW, Mayor

ATTEST:

By: _____
LISA ENOURATO, Interim City Clerk

EXHIBIT “A”

(Form of Notice)

**CITY OF KETCHUM, BLAINE COUNTY, IDAHO
NOTICE OF SPECIAL MUNICIPAL BOND ELECTION**

September 6, 2022

NOTICE IS HEREBY GIVEN that pursuant to an ordinance adopted on September 6, 2022, by the City Council of the City of Ketchum, Blaine County, Idaho (the “City”), there will be a special municipal bond election held between the hours of 8:00 a.m. and 8:00 p.m. on November 8, 2022, in the City. Polling places are listed as follows:

[TO BE DETERMINED BY BLAINE COUNTY CLERK]

Special Municipal Bond Election:

The City has proposed to issue wastewater revenue bonds in an aggregate principal amount not to exceed \$14,000,000 for the purpose of providing funds with which to renovate, improve, upgrade, and better the wastewater system of the City (the “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 System, and any other comparable alternative construction, renovation and improvements to the 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.

The interest rate anticipated on the proposed bonds based on current market rates is 4.160% per annum but will be fixed at time of each series issuance.

The total amount to be repaid over the life of the proposed bonds based on the anticipated interest rate, is estimated to be \$24,817,125, consisting of \$14,000,000 in principal and \$10,817,125 in interest. Principal and interest on the proposed bonds will be paid solely from the net revenues of the City’s wastewater system and no taxes will be levied by the City for such purposes. Accordingly, the estimated average annual cost to the taxpayer on the proposed bonds based on the data above is a tax of \$0.00 per \$100,000 of taxable assessed value, per year, based on current conditions. Each series of proposed bonds will mature over a period not to exceed thirty (30) years.

The total existing indebtedness, including interest accrued as of November 8, 2022, of the City is \$14,145,884. The total existing indebtedness of the City's wastewater fund, including interest accrued as of November 8, 2022, is \$705,153 and such existing indebtedness will be paid off by the City not later than September 15, 2025.

BY ORDER OF THE CITY COUNCIL OF THE CITY OF KETCHUM, BLAINE COUNTY, IDAHO, this 6th day of September, 2022.

CITY OF KETCHUM, a municipal corporation of the State of Idaho

By: _____
NEIL BRADSHAW, Mayor

ATTEST:

By: _____
LISA ENOURATO, Interim City Clerk

(End of Form of Notice)

EXHIBIT “B”

**CITY OF KETCHUM
BLAINE COUNTY, IDAHO**

**SUMMARY OF
ORDINANCE NO. 1241, ADOPTED September 6, 2022**

AN ORDINANCE RELATING TO THE WASTEWATER SYSTEM OF THE CITY OF KETCHUM, BLAINE COUNTY IDAHO; PROVIDING FOR AND CALLING A SPECIAL ELECTION AT WHICH THERE SHALL BE SUBMITTED TO THE ELECTORS QUALIFIED TO VOTE THEREON THE QUESTION OF ISSUING THE CITY’S WASTEWATER REVENUE BONDS FOR THE PURPOSE OF FINANCING, IN PART, THE COSTS OF RENOVATION, IMPROVEMENT, UPGRADING AND BETTERMENT OF THE CITY’S WASTEWATER SYSTEM; PROVIDING DETAILS IN CONNECTION THEREWITH AND OF THE ELECTION ON THE QUESTION; AND PROVIDING THE EFFECTIVE DATE THEREOF.

Section 1. Ratifies all previous consistent actions taken by the City Council.

Section 2. Provides for the purchase, construction and acquisition of wastewater system improvements upon the assent of a majority of the electors.

Section 3. Describes the wastewater system improvements to be purchased, constructed and acquired with the proceeds of the bonds to be voted upon by the electors (the “Project”).

Section 4. Describes the engineering studies relating to the Project and where they may be inspected.

Section 5. Provides a cost estimate for the Project, and the manner in which the Project costs are expected to be paid. Not more than \$14,000,000 of wastewater revenue bonds shall be issued to fund a portion of the Project costs pursuant to this Ordinance.

Section 6. Describes the wastewater revenue bonds proposed to be issued, and an estimate as to the terms of payment, rates of interest, and maturity of the wastewater revenue bonds.

Section 7. Schedules a special municipal bond election for November 8, 2022, from 8:00 a.m. until 8:00 p.m. to enable electors to vote on the question of issuing not more than \$14,000,000 of wastewater revenue bonds to fund a portion of Project costs, pursuant to this Ordinance.

Section 8. Describes generally the manner by which the Blaine County Clerk will conduct the election.

Section 9. Sets the hours of the election from 8:00 a.m. until 8:00 p.m. and sets forth the manner by which the Blaine County Clerk will designate the polling places for the election.

Section 10. Sets forth the qualifications of the electors of the City to vote at the election and provides that the ballot proposition and question to be voted upon at the Special Municipal Bond Election shall be separate from any other measures or candidates being voted upon.

Section 11. Sets forth the form of the ballot to be used for the Special Municipal Bond Election.

Section 12. Provides for preparation of ballots for the Special Municipal Bond Election.

Section 13. Provides for publication of notice of the Special Municipal Bond Election at various times before the election.

Section 14. Provides for vote by absentee ballot.

Section 15. Authorizes officers of the City to provide a brief official statement setting forth information required by Section 34-913, Idaho Code.

Section 16. Provides for the canvassing and certification of the Special Municipal Bond Election.

Section 17. Provides that wastewater revenue bonds will be issued and sold pursuant to law if a majority of the electors vote in favor of issuing the bonds.

Section 18. Authorizes officers of the City to take appropriate action to put into effect the provisions of the Ordinance and designates bond counsel for the wastewater revenue bonds.

Section 19. Repeals prior inconsistent actions.

Section 20. Provides for severability.

Section 21. Authorizes officers of the City to apply to any agency of the State of Idaho and the United States for interim loan or grant or special appropriations funds for the Project, or for such agencies to purchase the City's wastewater revenue bonds.

Section 22. Provides for publication of the Ordinance, or a summary thereof.

Section 23. Provides the effective date of the Ordinance.

Exhibit "A". Sets forth the form of the Notice of Special Municipal Bond Election.

The full text of Ordinance No. 1241 is available at City Hall and will be provided to any citizen upon personal request during normal office hours.

DATED this 6th day of September, 2022.

City of Ketchum, Idaho

ATTEST:

MAYOR
Neil Bradshaw

INTERIM CITY CLERK
Lisa Enourato

* * * * *

I, the undersigned City Attorney for and legal advisor to the City of Ketchum, Idaho, hereby certify that I have read the attached Summary of Ordinance No. 1241 of the City 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 _____, 2022.

CITY ATTORNEY

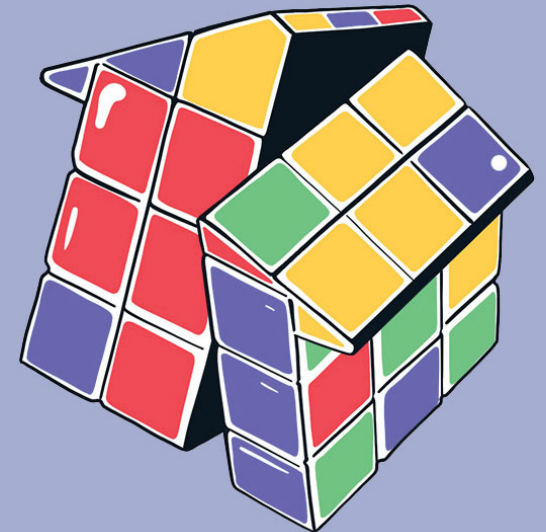
HOUSING MATTERS

Council Update

September 6, 2022



- 1. PRODUCE + PRESERVE HOUSING**
- 2. UPDATE POLICY TO PROMOTE HOUSING**
- 3. EXPAND + IMPROVE SERVICES TO CREATE HOUSING STABILITY**
- 4. EXPAND + LEVERAGE RESOURCES**
- 5. INFORM, ENGAGE + COLLABORATE**



1 PRODUCE + PRESERVE HOUSING

10-YEAR PERFORMANCE

- Minimum of 660 preserved, converted, new housing
- At least 60% of housing stock is long-term occupied
- 40% of Ketchum's workforce can live in Ketchum

STATUS

9 (51 under construction)
30%
7%

YEAR 1 ACTIONS: RESULTS TO DATE

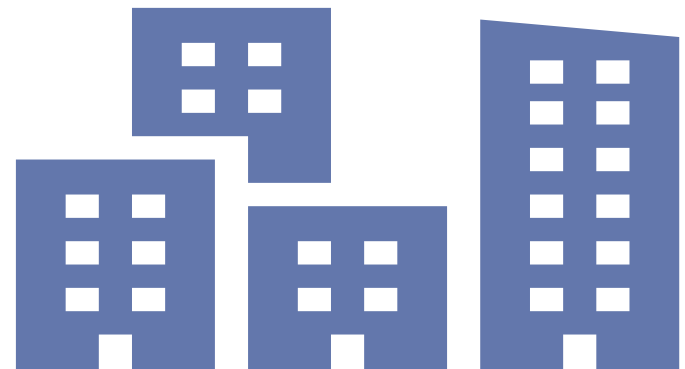
DONE

- Support Bluebird Village (51)
- Improve Lift Tower Lodge (9)**

GREEN MEANS
CATEGORY
CHANGE

IN PROGRESS

- Develop new construction pipeline:
 - 1st & Washington (40-70)
 - Explore YMCA with parking
 - Continue to dialogue with significant property owners
- Explore Forest Service Park for transitional or employee housing
- Implement "Lease to Locals"
- Identify parcels for preservation & acquisition**
- Increase # of occupied ADUs**
- Explore ownership assistance**



1 BLUEBIRD VILLAGE | UNDER CONSTRUCTION



1

LIFT TOWER LODGE

Fully leased with communal kitchen and laundry



1 FOREST SERVICE PARK | INVESTIGATIVE REPORT

CURRENT STATUS:

3 warehouse buildings
Library is moving museum to better manage & maintain museum & artifacts



2 employee housing units
• one occupied by city employee
• one unoccupied



OUTPUT: *investigative report* to determine the feasibility of historic preservation given financial, structural, and historic context

would follow national historic preservation standards, by the National Register of Historic Places

examples:

- *Forest Service Park museum*
- *Hemmingway House*
- *others on Idaho Architecture Project*

IF REHAB IS FEASIBLE:

- community workshop + survey, with Library
- RFP for historic preservation developers
- Review by State Historic Preservation Office & Ketchum's Historic Preservation Commission

2 UPDATE POLICY TO PROMOTE HOUSING

10-YEAR PERFORMANCE MEASURES

- Supports all targets

YEAR 1 ACTIONS: RESULTS TO DATE

DONE

- Create business license for STRs

- Clarify Fair Housing and Affirmatively Furthering Fair Housing requirements**

ONGOING

- Identify state-level policy changes, work with advocate**
- Identify federal-level policy changes**

ON THE HORIZON

- Audit existing code in relation to HAP
- Develop code change work plan
- Explore priority processing and other incentives for projects that serve the HAP
- Establish annual accountability metrics for application, permit, etc.
- Meet regularly with partners to obtain feedback for process improvements
- Propose income non-discrimination ordinance

IN PROGRESS

- Enact interim ordinance to increase housing supply
- Propose relocation & displacement ordinance
- Explore methods to verify health, safety, welfare in STRs



2 STATE-LEVEL

- Provided feedback to Idaho Housing Finance & Association on State Trust Fund workforce allocation policies

2 FEDERAL-LEVEL

- Housing Strategist now Congressional Contact for the National Association of Housing & Redevelopment Officials (NAHRO)
- Sent letters to congressional members advocating for increased funding and policy considerations

2 INTERIM ORDINANCE

- Planning and Zoning Commission recommended approval of the interim ordinance in August.
- Scheduled for City Council action on September 19, 2022.

3 EXPAND + IMPROVE SERVICES TO CREATE HOUSING STABILITY

10-YEAR PERFORMANCE MEASURES

- Prevent displacement and assist 100 households annually

STATUS

100 individuals annually

YEAR 1 ACTIONS: RESULTS TO DATE

DONE

- ✓ **Expand capacity of Lift Tower Lodge**

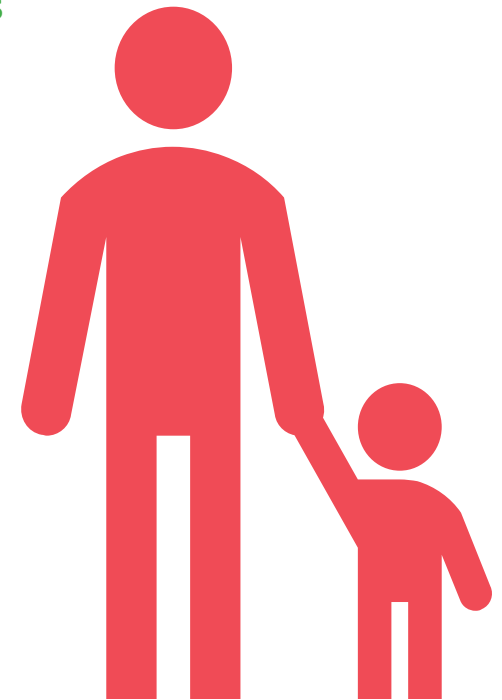
IN PROGRESS

- Provide displacement support to McHanville Residents
- Develop displacement policies
- Identify + support policy changes. Analyze compliance processes and enforcement
- Identify + support physical housing options
- **Convene one-stop-shop**
 - Coordinated entry
 - Identify and fill service gaps (legal services, rental assistance)
 - Coordinate rapid rehousing
 - convene + coordinate local providers

- facilitate housing-specific education
- **Define key terminology, identify and seek implementation partners**

ON THE HORIZON

- Prioritize supportive services



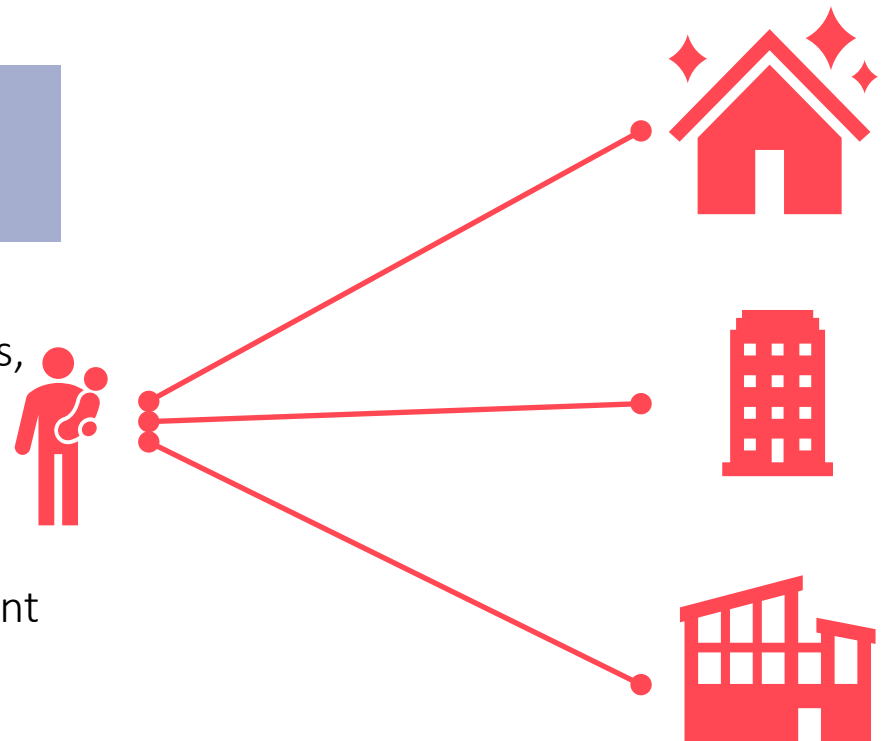
3 EVICTION DIVERSION

- Mediation Program per Council Review tonight



3 HOUSING NAVIGATION SYSTEM

- interviews and survey complete
 - » share relevant information, such as vacancies, contact info
 - » explore common waitlist and application supports
- 2 upcoming working group meetings to map current and future state
- to be finalized mid-October



4 EXPAND + LEVERAGE RESOURCES

10-YEAR PERFORMANCE MEASURES

- Secure \$6-8m annually of local funds, including 20% to be used countywide
- Allocate 20% of City housing funds county-wide

STATUS

\$0-325k annually

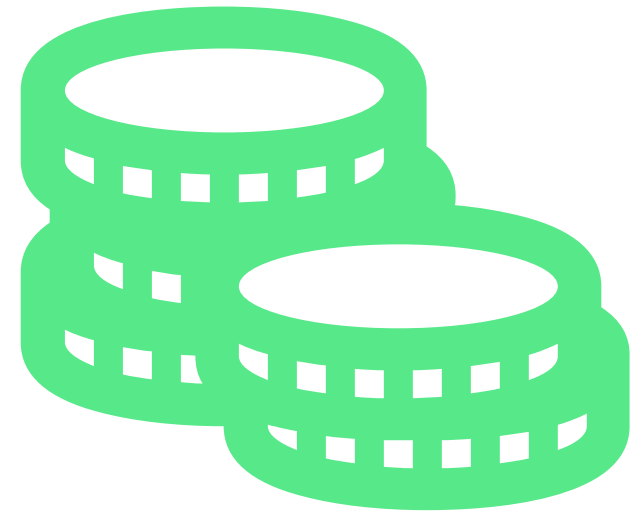
YEAR 1 ACTIONS: RESULTS TO DATE

IN PROGRESS

- Meet with funding partners to review priorities
- Coordinate philanthropic efforts**
- Inventory and analyze land and properties**
- Clarify employer-sponsored housing options**
- Create criteria for city fund allocation**
- Secure state/federal/county funds**

ON THE HORIZON

- Update in-lieu fee
- Explore bonding capability and access to specific federal funds
- Explore funds for barrier removal programs
- Secure LOT funds



4 INVENTORY LAND, PROPERTIES

- Mapping to identify and prioritizing investment opportunities for new construction and preservation
- Creating an investor/philanthropic lookbook of developments and programs in the pipeline

HOUSING DEVELOPMENT INVENTORY

carissa.m.connelly@gmail.com [Switch account](#)

* Required

Email *

Your email

Who is the project lead?

4 IDENTIFY & SECURE FUNDS

- Creating a database of funding opportunities, to be collaborated on countywide

Grantor	Grant Name	Type	Tenant Focus	Deadline	Recurring?	Description
Solar Decathlon						Public Facilities Construction and Improvement Sewer and water systems, streets, fire station barriers, and other public infrastructure. Com infrastructure to public housing projects or improvements.
State of Idaho	Idaho Community Development Block Grant (CDBG)	Public Housing / Homeowner Improvement / Infrastructure	Low and Moderate Income		11/18/2022	yes Provides grants to qualified organizations self-help housing construction projects. G self-help low- and low-income individuals of very-low- and low-income areas. The group m own homes in rural areas. The group m construction labor on each other's hom the organization overseeing the projec
USDA - Rural Housing Service	Mutual Self-Help Housing Technical Assistance Grants	Technical Assistance		<80% AMI	applications accepted year round	yes Funds may be used to: Give technic participating families Help other organizations provide se assistance Recruit families, help them compl related activities that enable ther

LOT FEEDBACK

TASK FORCE INSIGHT

- A couple of strong voices opposed
- Felt rushed, needed more time to understand the

Housing Action Plan

Local Option Tax

What now?

HAP Goal 5: Inform, Engage + Collaborate

- Monthly updates via social media, listservs, Council meetings
- Quarterly reports, jurisdictional and implementation partner meetings





More lead time to describe the essence of LOT proposal, relationship with other LOT

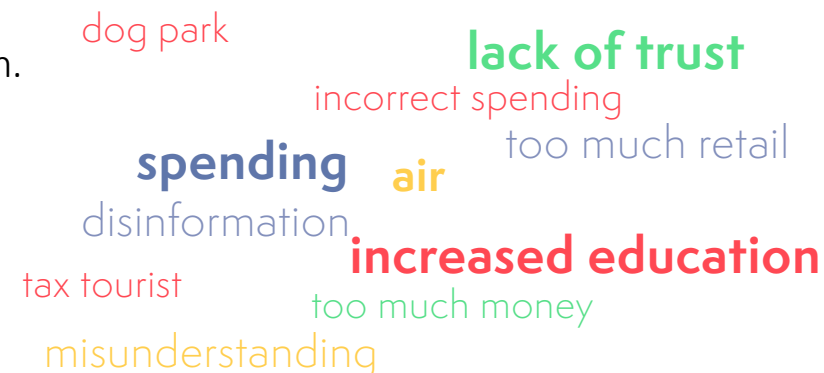
intensive engagement on City finances

1% for Air renewal

- staff meeting with two ED's on scope, timing

FOCUS GROUP INSIGHT

1. Repeat same ballot language and proposal with increased education.
2. Ask voters for JUST housing as allowed usage 
3. Adjust proposal to different percentages (per category) 
4. Align ballot with "1% for Air" measure 
5. None of the above 



5 INFORM, ENGAGE + COLLABORATE

10-YEAR PERFORMANCE MEASURES

- Achieve minimum of 51% satisfaction/public approval of action, coordination and results
- Allocate 20% of City housing funds county-wide

STATUS

unavailable

0%

YEAR 1 ACTIONS: RESULTS TO DATE

DONE

- Finalize Housing Action Plan + needs assessment
- Launch county-wide housing coordination**

IN PROGRESS

- Initiate bi-monthly check-ins with comparable ski areas
- Develop & maintain staff capacity
- Transparent budgeting, annually**
- Quarterly progress report + monthly City Council updates**
- Launch coordination process with implementation partners**

Implement strategic communication plan to support partner network

- develop housing brand
- develop education materials
- develop shared messaging
- initiate speaker series, trainings
- initiate community call to action

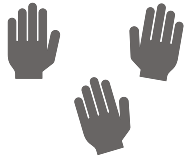
ON THE HORIZON

- Determine perception on efforts
- For 2024 HAP, analyze economic link
- Update HAP for 2023-2024
- Develop education and calculator for in-lieu fee



5

COUNTYWIDE COORDINATION



Option 1: Maintain status quo, aiming for added resources. BCHA works with each community independently as an external support. Local jurisdictions fund/provide housing capacity (staff, programs) as able.



Option 2: Co-funded Ketchum/Blaine County housing staff. BCHA maintains status quo. City and County share resources to fund Housing Director/Specialist who coordinates between the entities.



Option 3: Co-funded Ketchum/Blaine County housing department. BCHA staff and responsibilities are taken on by the new department. Staff implement housing actions for the City and County and are a technical housing resource for local jurisdictions & partners (developers, service providers, employers).



Option 4: Shared housing department. BCHA reorganizes as a JPA with electeds on the Board, housing team staffs, rebrands, expands and strengthens its scope to act as housing staff for local jurisdictions. Partners contribute funds. Coordinate across and integrate with jurisdictions and partners.

■ Drafting JPA to share with City Council, County Commissioners, BCHA Board

THANK YOU!!!

Carissa Connelly
Housing Strategist
cconnelly@ketchumidaho.org

Jade Riley
City Administrator





City of Ketchum

September 6, 2022

Mayor Bradshaw and City Councilors
City of Ketchum
Ketchum, Idaho

Mayor Bradshaw and City Councilors:

Recommendation to Adopt Resolution 22-031 Approving Program Policies for Wood River Valley Lease to Locals

Recommendation and Summary

Goal 1: Create and preserve housing

Action 8: Incentivize long-term rentals: Implement "Lease to Locals" workforce rental program. Analyze additional incentives such as property management and bond/guarantee.

Staff is recommending the City Council adopt Resolution 22-031 approving Program Policies with "Wood River Valley Lease to Locals," developed by City Staff and Landing Locals, to be administered by Landing Locals. The Program Policies define tenant eligibility, incentive amounts, and property owner responsibilities.

"I move to adopt Resolution 22-031 approving the Program Policies for Wood River Valley Lease to Locals."

The reasons for the recommendation are as follows:

- Program Policies were developed using Landing Locals' and Ketchum staff experience and knowledge.
- The program targets any available housing and room while target renters under 120% AMI, as per the Housing Action Plan.

Timeline & Marketing Considerations

Landing Local's anticipated launch is October 2022, with first leases starting October 1. Once Program Policies are adopted, marketing to homeowners can begin. Staff recommend marketing and incentivizing for within City of Ketchum limits, while Landing Locals will track interested owners outside of city limits. Landing Locals has found this a helpful method for providing real data to other jurisdictions about potential supply of housing units for this program. In relation to the City's commitment to spend 20% of housing funds outside of City limits, currently 18% of program funds and 35% of total budget are allocated to actions that operate countywide.

Given the housing market and prominence of vacant homes and short-term rentals, government provided incentives nudge these homes to transition to long-term rentals. Landing Locals specifically needs an anchor institution, of which the City of Ketchum is as of the contract approved by City Council on August 1st. Landing

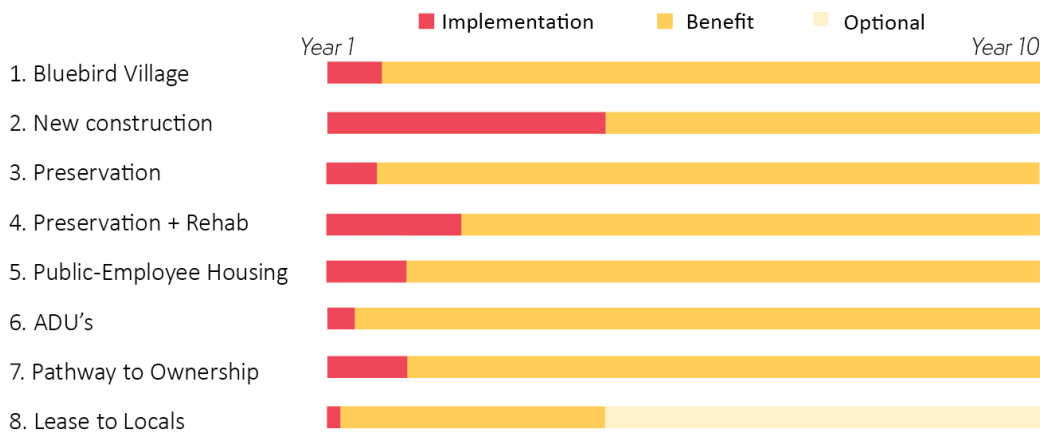
Local’s administration fee is \$7,500 per month, with anticipated marketing expenses of about \$15,000 for the first year. The remaining ~\$395,000 of the \$500,000 commitment would be set-aside to provide incentives to owners of vacant/seasonal/short-term rentals who match with, and lease to, tenants. The City of Hailey is reviewing a commitment of \$20,000 to \$25,000 towards this administration fee, which will reimburse the City of Ketchum. The incentives will only be paid out if there is a match between a homeowner and tenant.

Potential Impact & Goal

Ketchum’s total incentive commitment could house up to 100 people, which is about 10% of Ketchum’s households who are unstably housed (i.e. cost burdened, experiencing homelessness, in severe overcrowding or substandard housing). This would signify unlocking about 1.5% of potential, available housing – vacant homes as well as bedrooms and Accessory Dwelling Units in owner-occupied homes (about 40 of 3,200 units / 100 of 6,700 bedrooms).

This is an action with immediate results and if the market changes or ample affordable homes come online, could be scaled back, or stopped in later years. This is not meant to be a silver bullet (as there are none) but is one tactic to be used in tandem with other long-term interventions (like building new and preserving housing).

The goal is to provide housing as quickly as possible, not establish a long-term program. That is one of many benefits of working with Landing Locals: There is no commitment to unlocking additional housing in the future nor commitment to onboarding staff to administer the program. Their expertise, template forms, online



platform, capacity for customer service, and staff would temporarily extend the capacity of the City of Ketchum.

History

On August 1, 2022, Ketchum City Council approved contract for services with Landing Locals. Ketchum experienced a substantial increase in housing demand with the onset of COVID. Between 2019 and 2020 alone, Ketchum’s population increased by 25% compared to the historic annual increase of 1%. This demand pushed up rents and sales prices on homes, displacing workers South or out of the region all together. Restaurants, businesses, and community members are struggling to continue functioning here and will continue to do so without adequate housing. Such displacements – compounded with the stress of the pandemic – has negative impacts on residents’ mental, physical, and economic health.

Landing Locals unlocks new housing opportunities by marketing to owners of vacant, seasonal, and short-term rentals and facilitates financially incentivizing their conversion to long-term rentals. They began in Truckee in

2019 and have since expanded to North and South Lake Tahoe, Summit County, and are committed to implementing in additional markets. In the Town of Truckee, they housed 108 locals in 107 bedrooms (55 units). They found that ~85% of homeowners renewed for a second year.

Sustainability impact

Ability to house employees and community participants locally decreases commuter vehicular trips. Preservation of existing buildings uses fewer resources than new construction.

Attachment:

Resolution 22-031
Program Policy

CITY OF KETCHUM
RESOLUTION NO. 22-031

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KETCHUM, BLAINE COUNTY, STATE OF IDAHO, ADOPTING THE LEASE TO LOCALS PROGRAM GUIDELINES FOR THE CITY OF KETCHUM; DIRECTING THE CITY CLERK TO RETAIN IN OFFICIAL RECORDS OF THE CITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Ketchum's Housing Action Plan sets forth goals to encourage construction and maintenance of safe, decent, and sound affordable housing in Ketchum; and

WHEREAS, Ketchum's Housing Action Plan sets forth goals to promote housing opportunities that meet the specific needs of residents and workers in Ketchum; and

WHEREAS, Ketchum's Housing Action Plan includes policies to facilitate expanded housing opportunities that are affordable to the workforce of Ketchum; and

WHEREAS, the Lease to Locals Program Guidelines set forth an incentive program to preserve housing for the local workforce; and

WHEREAS, the Council finds the Lease to Locals Program will increase the available stock of affordable rental properties, resulting in a public benefit for the City's residents and local workforce; and

WHEREAS, the Council further finds that the Lease to Locals Program Guidelines are consistent with the provisions of the Comprehensive Plan and in compliance with applicable requirements of State and Federal law; and

WHEREAS, the City has contracted with Landing, Inc. as an independent contractor to administer and implement the Lease to Locals Program; and

WHEREAS, the City authorizes the Housing Strategist, or designee(s) in the name of the City, to conduct program administration, execute required documents, and implement minor modifications to the guidelines and related documents as needed to effectuate the Program purposes.

NOW, THEREFORE, BE IT RESOLVED THAT THE CITY COUNCIL OF THE CITY OF KETCHUM, IDAHO deems it appropriate under the current conditions to incorporate the Lease to Locals Program Guidelines, as set forth in Exhibit 1, attached hereto.

This Resolution will be in full force and effect upon its adoption this 6th day of September 2022.

CITY OF KETCHUM, IDAHO

Neil Bradshaw
Mayor

ATTEST:

Lisa Enourato
Interim City Clerk

Wood River Valley Lease to Locals Pilot Program

Program Description and Policies September 2022

1 PILOT PROGRAM OVERVIEW

The Lease to Locals Pilot Program (the “Program”), offers cash incentives to homeowners who rent their homes to qualified local employees. The goal of the program is to increase the supply of housing available for employees working within the geographic boundaries of Ketchum, Idaho.

2 PROGRAM DEFINITIONS

- (a) Adult: An adult is any individual 18 years or older.
- (b) Housing Unit: A housing unit is a house, condominium, multifamily, mobile home, accessory dwelling unit, a single room, or multiple single rooms that is intended for occupancy living quarters (excluding commercial lodging) that has not been rented full-time in the past 12 months. Excludes deed-restricted and subsidized units.
- (c) Long-Term Lease: A long-term lease is a lease of 12 months or greater.
- (d) Property Owner: The individual(s) or legal entity that holds fee title to the property, as reflected on the recorded documents.
- (e) Qualified Household: A Qualified Household is any group of individuals living together in one home as their primary residence, where at least half of the adults are Qualified Tenants. A Qualified Household’s income is based on the average of gross income for each person (including children), which cannot exceed \$77,552 per person per year.
- (f) Qualified Tenant: A Qualified Tenant is an adult who is not of blood relation to the Property Owner and who meets at least one of the following criteria:
 - a. A Qualified Tenant’s gross annual income cannot exceed \$77,552 (120% of the area median income).
 - b. employed at least 20 hours per week (1,000 hours per year) at an employment site within Blaine County,
 - c. Pursuing work in Blaine County by:
 - i. applying for work with local businesses for up to four months
 - ii. have a job offer from a local business
 - iii. preparing for work by participating in job training, educational programs, or programs that assist people to obtain employment and become economically self-sufficient
 - d. Meet one of the following exemptions:
 - i. A retired person over the age of 67 who, immediately preceding retirement, was a full-time employee of an entity located within Blaine County for at least five continuous years and continued living as a fulltime resident within Blaine County following their retirement
 - ii. A person unable to work or who does not have a work history due to qualifying for disability as defined by the Americans with Disabilities Act (ADA)
 - iii. A full-time, single parent or guardian of a child under the age of 4
 - iv. A full-time, informal caregiver of a child or an adult with a disability if either caregiver or care-recipient lived in Blaine County for at least the five previous continuous years. A caregiver is defined as a person who resides with a person(s) with disabilities who is:
 - 1. essential to the care and well being of the person(s);
 - 2. not obligated to support the person(s) with the disabilities; and
 - 3. would not be living in the unit except to provide the necessary supportive services.

- e. One child or multiple children under the age of 18 count towards one additional household member for grant and income calculation purposes.
- (g) Seasonal Lease: A seasonal lease is a lease of at least five (5) months but less than twelve (12) months.

3 PROGRAM ADMINISTRATION

The City will administer the Program, in coordination and with support from a third-party administrator and independent contractor, Landing, Inc. Landing, Inc. is a California Corporation, based in Truckee, California, which provides rental-matching services for communities in the Western United States.

3.1 City of Ketchum Role

The County will oversee and fund the Program. This includes managing the contract with Landing, Inc., granting disbursements, and evaluating program metrics.

3.2 Landing Locals Role

Under a contract with the County, Landing, Inc. will provide the following services for the Program: program development, customer service, marketing, compliance, reporting, and processing applications per Program Guidelines.

4 PROGRAM GRANT FUNDING

4.1 Grant Amounts

The City will provide a \$2,000 grant per Qualified Tenant housed through the Program for a seasonal rental and a \$4,500 grant per Qualified Tenant for a long-term rental. Dependent children will count as one (1) additional Qualified Tenant, regardless of the number of children present. The maximum grant amount is for four (4) Qualified Tenants.

The table below shows the available grant amounts.

Number of Qualified Tenants	1 Qualified Tenant	2 Qualified Tenants	3 Qualified Tenants	4 Qualified Tenants
Seasonal	\$2,000	\$4,000	\$6,000	\$8,000
Long-Term	\$4,500	\$9,000	\$13,500	\$18,000

4.2 Grant Disbursement

- (a) Prior to disbursing grants, the City will review documentation submitted by Landing, Inc. including:
 - i. A copy of the fully executed lease agreement(s),
 - ii. Proof of local employment for Qualifying Tenants,
 - iii. Property Owner W-9, and
 - iv. Check request form.
- (b) The City will issue the first half of the grant payment to the Property Owner within thirty

- (30) days of the Qualified Household taking occupancy of the Housing Unit.
- (c) The City will issue the second half of the grant payment to the Property Owner within thirty (30) days of the end of the lease.
 - (d) Payments shall be issued to the Property Owner, as their legal name(s) appear on recorded property ownership documents.

5 PROPERTY OWNER ELIGIBILITY & REQUIREMENTS

5.1 Grant Application

Property Owners must submit a complete on-line form and sign a self-certification checklist with Landing, Inc. and comply with the following criteria to have their home considered for the grant program.

5.2 Eligibility & Requirements

To participate in the Program, Property Owners must meet the following requirements.

- (a) Location: The Housing Unit must be located within the City of Ketchum, except the Light Industrial District and – from November 15th to April 15th – the avalanche zone.
- (b) Type: A whole home or room(s) in a home can be rented, but there is a maximum of one grant per property.
- (c) Status: The Housing Unit must be a legally permitted dwelling unit and each bedroom in the property must have a door and window.
- (d) New Rental: The Housing Unit must have not already been leased as an existing long-term rental (unless through this Program) in the past 12 months.
- (e) Eligible Properties: The Housing Unit must be single-family homes, townhomes, privately-owned condos, multi-family, Accessory Dwelling Units, or vacant rooms in owner-occupied properties. Hotels and motels are not eligible for the program.
- (f) Ownership: The Property Owner must hold fee title to the Housing Unit.
- (g) Property Condition: The Housing Unit must meet basic health and safety criteria as may be required per Idaho law and regulations.
- (h) Signed Agreement with Landing, Inc.: The Property Owner must sign an agreement with Landing, Inc. for tenant-matching services.
- (i) Signed Lease Agreement and Complete Lease Packet: The Property Owner must complete an application and sign a Seasonal Lease or Long-Term Lease with a Qualified Household or Qualified Tenant.
- (j) Lease Compliance Checks: The Property Owner must comply with the lease agreement for the full length of the lease and will be checked for compliance by Landing, Inc., at six (6) months or at the midway point in the lease, whichever is sooner. Failure to comply with the lease requirements at any time shall disqualify the Property Owner for grant payments.
- (k) Rental Affordability Cap: The Property Owner cannot charge over \$3,500 per month in rent per property. Suggested rents are \$700 to \$1,200 per bedroom.
- (l) Fair Housing Act Compliance: The Property Owner must comply with Ketchum's Resolution 12-002 reaffirming the Federal Fair Housing Act, Policy 9.24 which prohibits discrimination on the basis of sexual orientation and gender identity/expression, and the Federal Fair Housing Act which prohibits discrimination on the basis of race, color, religion, sex, or national origin.

5.3 Contingencies

- (a) Change of Ownership: If the property is sold during the lease period, the lease remains intact, and the new owner receives the second half of the incentive if they remain qualified. An executed agreement between the buyer and seller must describe new Property Owner's obligations under this program, plus the following:
- i. Abide by the lease terms, or
 - ii. If the new owner desires to pursue breaking the lease, they must provide 30-day notice to the tenant and Landing Locals and pay the lessee the amount equal to monthly rent times the number of remaining months, rounded up.

In this case, Landing, Inc. would work to place the tenants into another property.

- (b) Failure to Comply with Lease: If the Property Owner plans to evict a tenant, Property Owner must notify Landing Locals and Tenant 30 days in advance and work with Tenant to see if an alternative agreement can be reached. Landing Locals may require owner to promptly and adequately respond to mediation services. This applies unless the tenant
- i. is found by Owner or staff to be producing a controlled substance on the property (must provide at least a three (3) day eviction notice);
 - ii. is convicted of assaulting or threatening the Owner, their family, employees, or other tenants (must provide at least a three (3) day eviction notice). If domestic violence is suspected, the Owner must respect the victim's requests and refer them to the Advocates (24/7 Helpline 208.788.4191).

If the Property Owner does not meet lease agreements at the six-month mark because of an eviction or move-out, Landing, Inc. will work with Property Owners to rectify the situation. If an agreement cannot be reached, the Property Owner will be disqualified from receiving the second installment of the grant disbursements but will not be required to pay back the first installment of the grant.

- (c) Property Condition: If the Housing Unit is deemed in violation of Idaho law or regulations the grant payment(s) may be withheld.

6 TENANT ELIGIBILITY & REQUIREMENTS

6.1 Individual & Household Qualification

Individuals and households applying to the program must meet the definitions set forth in Section 2 of these guidelines.

6.2 Documentation

As part of the application, each adult member of the household must submit the following:

- (a) Copy of current driver's license or other photo ID
- (b) Copy of most recent tax return or W-2

Each qualifying tenant must submit the following:

- (c) Two (2) paystubs from the past consecutive three (3) months to verify employment or

audited financial statements (if self-employed)

(d) For prospective tenant is pursuing work in Blaine County:

- i. If on unemployment benefits and actively applying for work with local businesses for the previous four months, prospective tenant must provide evidence of unemployment benefits and weekly reports.
- ii. If offered a job with a local business, prospective tenant must provide employer notice letter of hire with pay and prospective hours
- iii. If preparing for local work by participating in job training, educational programs, or programs that assist people to obtain employment and become economically self-sufficient, they must submit acceptance letter from the training agency and description of how this work will fulfill a local need upon completion of the program.

(e) If requesting work exemption:

- a. (f.c.i.) A retired person over the age of 67 who, immediately preceding retirement, was a full-time employee of an entity located within Blaine County for at least five continuous years and continued living as a fulltime resident within Blaine County following their retirement:
 - i. Letter from employer verifying former employment or other form of employment verification or tax returns from the five years preceding retirement until most recent tax year
 - ii. Document providing evidence of social security retirement benefits
- b. A person unable to work or who does not have a work history due to qualifying for disability as defined by the Americans with Disabilities Act (ADA):
 - i. If the head or spouse of a family indicates that he/she is receiving disability benefits through Social Security Administration, verification of income will serve as verification of disability
 - ii. For family members claiming a disability but not receiving disability payments from SSA, if disability is not readily apparent,
 1. A note from the tenant's medical or therapeutic provider, including a non-medical service agency or reliable third party, or
 2. [HUD's Disability Verification form](#)
- c. A full-time, informal caregiver if caregiver lived or worked in Blaine County for at least the five previous continuous years. To confirm care recipient:
 - i. Child under the age of four – birth certificate, verification of adoption, guardianship or custody documents issued by a magistrate or judge
 - ii. Disabled child or adult
 1. A note from the tenant's medical or therapeutic provider, including a non-medical service agency or reliable third party, demonstrating historical care and need for full-time care;
 2. Award letters showing benefits paid on behalf of a minor or disabled adult; or
 3. [HUD's Disability Verification form](#)

7 PROGRAM DURATION

- (a) The Program is a one-year pilot that starts on October 1, 2022. If the Council takes no action to extend or renew this program, it shall automatically expire on September 30, 2023.
- (b) City staff will review program progress, housing needs, and the services being provided by Landing, Inc. and will provide periodic updates and recommendations to the City Council regarding the continuance of and/or modifications to the Program.

At a minimum, at least three (3) months before the end of the pilot term, City staff will provide a report to the City Council using the following criteria to measure success of the program:

- i. Number of people served (including children)
- ii. Number of homes unlocked
- iii. Types/Sizes of units unlocked
- iv. Rental prices for each home, average per room
- v. Income of renters (area median income of each adult in the home) being served
- vi. Number of rentals extended beyond 12-month lease program

WRV LEASE TO LOCALS

Program Policies

September 6, 2022



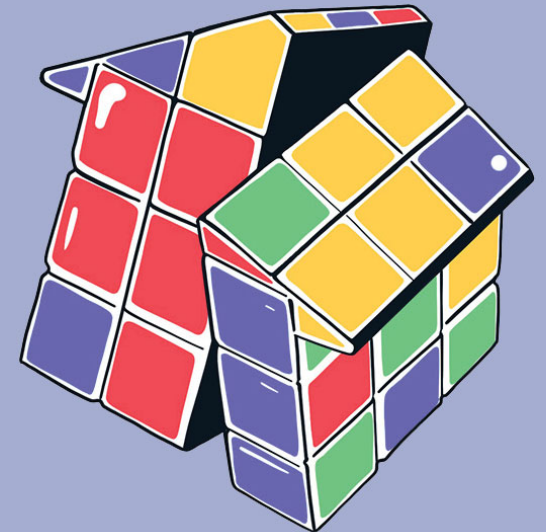
OVERVIEW

Section 2. DEFINITIONS

Section 4. GRANT FUNDING

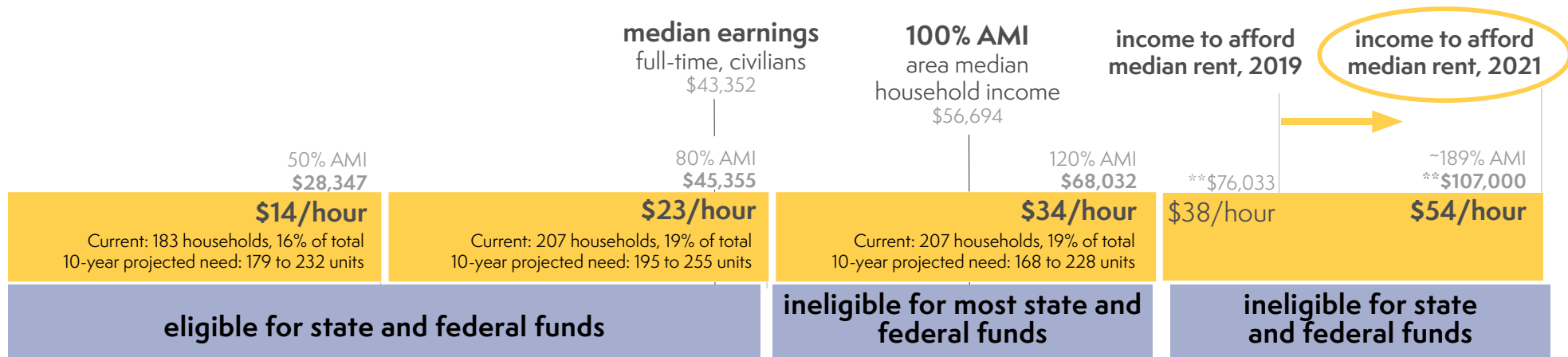
Section 5. OWNER ELIGIBILITY

TIMELINE



WRV Lease to Locals is one of many tools.

Housing is influenced by many economic, population, social, land use and other factors; so housing solutions must be **cross-sectional** and **layered** to have real impact.

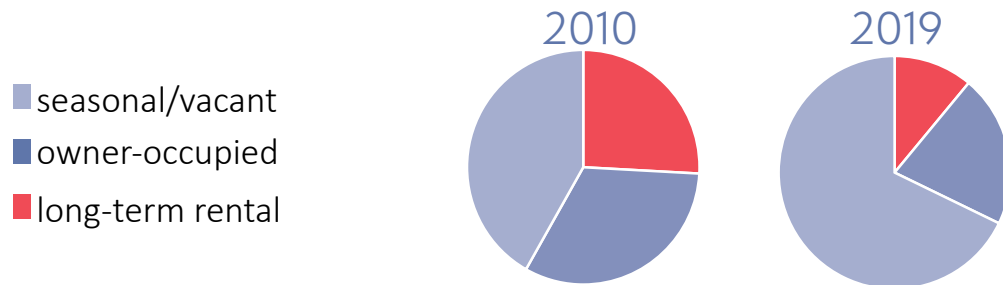


- eviction diversion
- housing navigation system
- tax credits, rental assistance
- preservation
- new construction
- employer-sponsorship
- lease to locals**
- zoning changes to increase supply
- deed restriction + homeownership



1 CREATE + PRESERVE HOUSING | 10-YEAR MEASURES

Long-term rentals and owner-occupied homes decreased



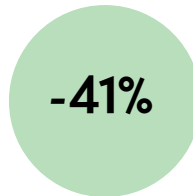
Ketchum's Housing Stock over Time

■ Ensure that at least 60% of Ketchum's housing stock is owner- or long-term renter-occupied.

Currently 30%

Ketchum is losing workers

Change in workers living in Ketchum since 2002



■ Ensure that 40% of Ketchum's workforce can live in Ketchum.

Currently 7%

Section 2. Definitions

housing unit

- house
 - condominium
 - multifamily
 - mobile home
 - accessory dwelling unit
 - a single room
 - multiple single rooms
- + not been rented full-time in past 12 months

qualified household

- half of adults are Qualified Tenants
- + average household gross income per person (including children) not greater than 120% AMI

Section 2. Definitions

qualified tenant

gross income not greater than 120% AMI

+

employed at least 20 hours per week (1,000 hours per year) at an employment site in Blaine County

or

pursuing work in Blaine County

or

exempt from formal work:

- retired over 67, was a full-time employee in Blaine County for five years preceeding retirement
- unable to work due to qualifying disability
- full-time, single parent or guardian of child under 4
- full-time, informal caregiver of a child or adult with a qualifying disability, if either caregiver or receiptent lived in Blaine County the five previous years

Section 4. Grant Funding

Grant Amounts

	1 Qualified Tenant	2 Qualified Tenants	3 Qualified Tenant	4 Qualified Tenant
Seasonal 5 to 12 months	\$2,000	\$4,000	\$6,000	\$8,000
Long-term 12 months +	\$4,500	\$9,000	\$13,500	\$18,000

children count as 1 additional Qualified Tenant, regardless of number of children

Grant Disbursement

- 1st half at lease-up
- 2nd half at end of lease

Section 5. Owner Eligibility

Lease compliance checks

- Owner must comply with the lease for the full lease term
- compliance will be checked at 6 months or midway

Rent affordability

- Cannot charge over \$3,500 per month per housing unit
- Suggested rents are \$700 to \$1,200 per bedroom per month.

Change in Ownership

- If Housing Unit is sold during lease, lease remains and new owner receives 2nd half of incentive if they remain qualified
- Executed agreement between buyer and seller must describe obligations
 - + abide by lease terms
- or If new owner desires to break the lease, must give tenant and Landing Locals 30 days notice and pay the Qualified Household monthly rent + number of remaining months

Section 5. Owner Eligibility

Failure to Comply with Lease

If Property Owner plans to evict a tenant, they must notify Landing
Locals and Tenant 30 days in advance

+

participate in mediation services, if Landing Locals requires

except

if member of Qualified Household is producing a controlled
substance on the property

or

if member of Qualified Household is assaulting or threatening the
Property Owner, their family, other tenants

Timeline

- **One-Year pilot - October 1, 2022 to September 30, 2023**
- **Report to Council by at least June on key measures**
- **Marketing Plan**

Lease to Locals Marketing Goals:



Our primary goal will be to **build awareness** with second-home owners, property managers, and real estate agents



Once we engage we want to **drive consideration** of the program and highlight success to property owners



Our success metric and stretch goal is to **convert 100 bedrooms** in the first year of the program

Marketing Channels

Earned Marketing

- Press Release
- Community marketing through local organizations and nonprofits
- Outreach to SV Board of Realtors
- 1:1 outreach to property managers and realtors

Paid Marketing

- Postcards to second-home owners at their primary address
- Print ads in Idaho Mtn. Express, Sun Valley Magazine, and others
- Flyers and Postcards distributed through local businesses

Example Marketing — Program Page



Landing Locals



[Listings](#) [For Homeowners](#) [For Renters](#) [Markets](#) [Learn](#) [Contact](#)

Own a vacation home in Wood River Valley?

You could earn up to \$18,000 by converting your property into a new long-term rental for local employees.

[Get Started](#)

Example Marketing — Postcard Mailer



**EARN UP TO \$10,000
BY RENTING YOUR
PROPERTY IN
TRUCKEE TO OUR
LOCAL WORKFORCE**

Program Funded By:



**LANDING
LOCALS**
CA DRE #02103731

EXAMPLE

HOW IT WORKS:

Truckee property owners can receive a \$10,000 grant for converting their property into a rental.

Through the program, Landing Locals provides property owners with free tenant screening and matching services.

There is a limited amount of grant money available in 2021, so contact Landing Locals today!

Example Grant Amounts

-  Rent a room to a local employee for **6 months**
\$2,100
-  Rent an ADU to a local employee for **12 months**
\$4,500
-  Rent a house to 2 local employees with a child for **12 months**
\$10,000

VISIT: LandingLocals.com/WorkforceGrant

CALL: (530) 290-6949

QUESTIONS, CHANGES?

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