



**CITY OF KETCHUM, IDAHO**

CITY COUNCIL

Monday, November 07, 2022, 4:00 PM  
191 5th Street West, Ketchum, Idaho 83340

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**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](http://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/89071272234>  
Webinar ID: 890 7127 2234
2. Address the Council in person at City Hall.
3. Submit your comments in writing at [participate@ketchumidaho.org](mailto:participate@ketchumidaho.org) (*by noon the day of the meeting*).

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

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**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

**CONSENT AGENDA:**

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

2. Recommendation to approve minutes of October 17, 2022 – City Clerk Trent Donat
3. Authorization and approval of the payroll register – Treasurer Shellie Gallagher
4. Authorization and approval of the disbursement of funds from the City's treasury for the payment of bills in a total sum of \$1,288,085.09 – Treasurer Shellie Gallagher

- [5.](#) Recommendation to approve alcohol beverage licenses – Treasurer Shellie Gallagher
- [6.](#) Recommendation to approve Contract 23009 with Sun Valley Economic Development – City Administrator Jade Riley
- [7.](#) Recommendation to approve amendment to Agreement #20638 with Nested Strategies for counsel on Warm Springs Preserve and the Ketchum Housing Action Plan - City Administrator Jade Riley
- [8.](#) Recommendation to approve Right-of-Way Encroachment Agreement 22810 for a paver driveway with no snowmelt at 100 Edelweiss Ave. – Senior Planner Morgan Landers
- [9.](#) Recommendation to approve Right-of-Way Encroachment Agreement 22807 for a paver driveway with no snowmelt at 191 N 3rd Ave. – Senior Planner Morgan Landers
- [10.](#) Recommendation to approve the Deep Powder Townhomes final plat application – Planning & Building Director Suzanne Frick
- [11.](#) Recommendation to approve the 1st & Sun Valley Office Building FAR exceedance agreement 22808 - Planning & Building Director Suzanne Frick
- [12.](#) Recommendation to approve snow removal Contract 23031 for city sidewalks – Facilities Maintenance Supervisor Juerg Stauffacher
- [13.](#) Recommendation to approve Contract 23030 for installation of holiday lights on city trees – Facilities Maintenance Supervisor Juerg Stauffacher
- [14.](#) Recommendation to approve Contract 23011 with Idaho Dark Sky Alliance – City Administrator Jade Riley
- [15.](#) Recommendation to approve Resolution 22-034 for lease purchase of fire engine – Fire Chief Bill McLaughlin
- [16.](#) Recommendation to approve Purchase Order 23027 to Saveco NA Inc. for screw press replacement parts – Wastewater Division Supervisor Mick Mummert
- [17.](#) Recommendation to approve JPA 23035 with Blaine County for law enforcement services – City Administrator Jade Riley
- [18.](#) Recommendation to approve Purchase Order 23032 with Irish Electric and approve Purchase Order 23033 with Thornton Heating for HVAC replacement on the third floor of City Hall – Facilities Maintenance Supervisor Juerg Stauffacher
- [19.](#) Recommendation to approve the Dixon Resources Unlimited Task Order 3 for parking consultant services to the City of Ketchum – City Administrator Jade Riley
- [20.](#) Recommendation to approve Resolution 22-032 establishing the dates for all regular 2023 Ketchum Arts Commission meetings – Events Manager & Administrative Liaison Eryn Alvey
- [21.](#) Recommendation to approve Purchase Order 23029 for \$5,850 for purchase of Tracks from ATVTracks.net – Fire Chief Bill McLaughlin

**PUBLIC HEARING:**

- [22.](#) Recommendation to approve Resolution 22-035 amending multi-living-unit water-rate methodology – City Administrator Jade Riley

**NEW BUSINESS:**

23. Housing Update - Housing Strategist Carissa Connelly

**EXECUTIVE SESSION:**

24. Pursuant to IC 74-206(1)(a)(b) for the evaluation of personnel

**ADJOURNMENT:**

## Lisa Enourato

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**From:** Bruce Smith <bsmith@alpineenterprisesinc.com>  
**Sent:** Friday, October 14, 2022 2:27 PM  
**To:** Participate  
**Subject:** Planner?

I read in Word On The Street that you are looking for a new Director of Planning and Building. I don't think you need to look any further than Morgan Landers.

Bruce Smith, PLS 7048  
Alpine Enterprises Inc.  
Mail: PO Box 2037  
Shipping: 660 Bell Dr., Unit 1  
Ketchum, ID 83340  
Office: 208-727-1988  
Cell: 208-720-3042  
Fax: 208-727-1987

## Lisa Enourato

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**From:** Dain Hamilton <dain@thunderpaws.pet>  
**Sent:** Monday, October 17, 2022 1:53 PM  
**To:** Participate  
**Subject:** Policies against the working class.

This email is largely about the parking lot on Washington Ave that I believe to be under utilized and mismanaged at the expense of the people working in Ketchum but unable to live in Ketchum (ie most people). As someone raised here and working here most of my adult life and now hiring others to work here. The trend of people being forced further and further south is ever apparent as our country and particularly our county faces an ever worsening housing and cost of living crisis. This issue obviously leaves a bad taste in the mouth of those affected by it as we watch the wealthy seemingly feign concern, while ultimately doing little to nothing to actually solve the issues.

Now that I have that out of my system. I'd like to speak about the parking lot and how it is anti workforce in its policy. The entire core of the town is customer parking. 15 minutes to 2 hrs long. Then we have a parking lot that is paid parking but again free for the wealthy customers. **The people working have to pay while the wealthy shopping do not.** The lot is never full, often only a few spots taken up. Before the lot was expanded and it had about 1/3rd the spots and was all day parking it still was rarely full, granted that was before the limelight was added.

My suggestion is you accept the reality that this town is a long long way from the people working in it also living in it and need to make policies to support the people that commute up here. Allow employees that work in Ketchum to bring a pay stub and a license plate number (just keep them in an excel spreadsheet) to get a parking pass that expires after some amount of months (long enough to not be inconvenient but short enough that it mostly just covers active employees and be okay with the fact that some people may try to abuse it, don't punish the many for the actions of the few). Let them display this in dashboard/windows to just completely circumnavigate the paid parking lot on Washington. This way if it has unforeseen negative impacts you can just choose to not renew the parking passes and this goes directly to the employees so the businesses aren't exploiting the passes or selling them or some other unethical behavior.

Don't put it to public vote, don't hold meetings to get the local opinions or spend tons of money doing community outreach polling or holding luncheons for your wealthy citizens. Make policy to support the working class backbone of your town before the straw that breaks its back in unexpectedly laid. You can make policies to try to support them but they can never vote on them, it is like you're trying to get the Turkeys to vote for Thanksgiving. It isn't going to happen, even after it is too late.

Sincerely,

Dain Hamilton  
Thunderpaws Pet Shoppe  
Ketchum & Hailey, ID  
(208) 720-1587

## Lisa Enourato

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**From:** City of Ketchum Idaho <participate@ketchumidaho.org>  
**Sent:** Friday, October 21, 2022 11:18 AM  
**To:** Participate  
**Subject:** Form submission from: Contact Us

Submitted on Friday, October 21, 2022 - 11:18am

Submitted by anonymous user: 184.183.117.151

Submitted values are:

First Name Sean  
Last Name Maguire  
Email seanrmaguire68@gmail.com  
Question/Comment  
Goodmorning.  
Hope your having a nice morning

Curious if investigation is being opened on influx of 300 homeless immigrants landing penniless in our community before Winter?

I wonder which business in community might need these workers?

Wouldnt be surprised if lawsuits from ACLU and others are heading your way. Nice work Neil. Lol

250k up in smoke. Poof.

The results of this submission may be viewed at:

<https://www.ketchumidaho.org/node/7/submission/10839>

## Lisa Enourato

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**From:** James Hungelmann <jim.hungelmann@gmail.com>  
**Sent:** Monday, October 31, 2022 10:14 PM  
**To:** Neil Bradshaw; Participate; Michael David; Jim Slanetz; Amanda Breen; Jade Riley; Suzanne Frick; Courtney Hamilton  
**Subject:** Fwd: Emergency Request: Shutdown the Vaccine Killing Fields

FYI, for the record.

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

**De:** James Hungelmann <[jim.hungelmann@gmail.com](mailto:jim.hungelmann@gmail.com)>

**Date:** lun, 31 oct 2022 a las 22:04

**Subject:** Emergency Request: Shutdown the Vaccine Killing Fields

**To:** <[Governor@gov.idaho.gov](mailto:Governor@gov.idaho.gov)>

**Cc:** Janice McGeachin <[janicemcgeachin@gmail.com](mailto:janicemcgeachin@gmail.com)>, <[brian.wonderlich@gov.idaho.gov](mailto:brian.wonderlich@gov.idaho.gov)>, <[JAgentbroad@senate.idaho.gov](mailto:JAgentbroad@senate.idaho.gov)>, <[KAnthon@senate.idaho.gov](mailto:KAnthon@senate.idaho.gov)>, <[SBair@senate.idaho.gov](mailto:SBair@senate.idaho.gov)>, <[RBayer@senate.idaho.gov](mailto:RBayer@senate.idaho.gov)>, Senator Grant Burgoyne <[GBurgoyne@senate.idaho.gov](mailto:GBurgoyne@senate.idaho.gov)>, <[VBurtenshaw@senate.idaho.gov](mailto:VBurtenshaw@senate.idaho.gov)>, <[KCook@senate.idaho.gov](mailto:KCook@senate.idaho.gov)>, <[CCrabtree@senate.idaho.gov](mailto:CCrabtree@senate.idaho.gov)>, <[LDenHartog@senate.idaho.gov](mailto:LDenHartog@senate.idaho.gov)>, <[SGrow@senate.idaho.gov](mailto:SGrow@senate.idaho.gov)>, <[JGuthrie@senate.idaho.gov](mailto:JGuthrie@senate.idaho.gov)>, <[MHarris@senate.idaho.gov](mailto:MHarris@senate.idaho.gov)>, 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<[FWood@house.idaho.gov](mailto:FWood@house.idaho.gov)>, <[JYamamoto@house.idaho.gov](mailto:JYamamoto@house.idaho.gov)>, <[JYoung@house.idaho.gov](mailto:JYoung@house.idaho.gov)>,  
<[RYoungblood@house.idaho.gov](mailto:RYoungblood@house.idaho.gov)>, <[lrubel@house.idaho.gov](mailto:lrubel@house.idaho.gov)>, Mayor McLean <[mayormclean@cityofboise.org](mailto:mayormclean@cityofboise.org)>

October 31, 2022

Mr. Brad Little  
Governor  
State of Idaho

Re: *Emergency Request*: Shutdown the Vaccine Killing Fields

Dear Governor Little:

As a senior member of the Idaho Bar and longtime resident of the state, I urge you to immediately suspend all covid-19 “vaccination”; to come to the aid of those many Idahoans being sickened, crippled and killed; and to launch investigations into wrongdoing on the part of vaccine perpetrators and collaborators.

1

By now it is clear that the casualties of covid vaccines in Idaho and across America are exploding and are being hidden by active collusion between the makers, “the authorities” including yourself as Idaho’s chief executive, and a cowardly complicit Idaho press.

The victim class is immense. People of all ages, body types, races and gender are going down hard, often exceptionally painfully, with heart attacks, massive blood clots, myocarditis and inflamed vascular systems, seizures, cancers, multiple organ failures, collapsed immune systems, mysterious diagnoses and new, rare disorders. How about Adult Sudden Death Syndrome – including for young, healthy athletes?

For each, the media reporting is the same – “Such a kind and wonderful person, will be hugely missed, we will never forget her.” And, “Cause of Death Unknown” – with no mention of the fact that “She was fully vaccinated.”

America doesn’t want to face the fearful possibility that what we have on our hands is a mass experimentation crime against humanity with lethal consequences, whereby a trusting public is wrongfully induced and coerced to submit to deadly injections by false representations of safety and efficacy and false authority of law; and perpetrated by government with full collaboration and complicity of the press who together are doing the bidding of a powerful pharma-medical cartel of racketeers whose every motivation is to keep America tricked, sick and subjugated.

2

You, sir, and the other many vaxScam perpetrators and collaborators in government and the press share one thing in common: You personally knew nothing of vaccines and have no idea what the short- and long-term health impacts of mass vaccination would be. And yet you have proceeded blindly down the road pushing toward universal injections, threatening the entire population with what many consider to be deadly force, while choking out and even threatening the many voices of reason who from the start of covid “vaccination” have warned of its dire consequences that are now erupting. The fear, sir, is that your “vaccine” will spell endgame, not for “the virus”, but of sanity, of health and even life and of any future for Idahoans free of deviant racketeers.

Whom did you and your fellow colluders trust? Those who have been represented to be experts have turned out also to be no-nothings, abject fraudsters, or both. In assessing credibility, one must look at the track record of the covid vaccine drug companies who prior to the “covid era” were found civilly and criminally responsible for deceptive practices connected with the sale of some of their leading drugs causing serious illness, crippling and many deaths. The pattern of illicit conduct has included hiding casualties, falsification of safety and efficacy, and bribing government officials. We certainly have had no reason now to trust our health and lives to such sketchy organizations.

As many forensic experts have maintained from the start, every component of the “covid narrative” is a great lie, completely lacking evidentiary support. All covid testing is flawed and reported incidence rates are completely phony. Further, all covid “health measures” especially masking and vaccination are the exact opposite of what a sane people should do, providing absolutely no protection but instead ruining health and gravely endangering life.

Many maintain that what is emerging today, in plain public view, is the shocking reality of covid-19 as the greatest criminal enterprise in the history of the United States, involving fraud, racketeering and mass human casualties, and effectuated in Idaho through wildly illegal and unconstitutional “emergency” orders from you as Governor and from your collaborating minions in the press and state and local government including the attorney general, mayors, city councilors, county commissioners, and school boards. [See for example, *Idaho covidScam – Law, Ethics, Sanity and Survival.*]

3

The predator-perpetrator class is many in number, and now stripped down for all to see . . . Warp Speed Trump, Biden, Fauci and Gates certainly head the list, together with their WHO and CDC lackeys, in bed with Big Pharma vaccine producers who are proving themselves once again to be dangerous drug merchants feasting on deceit, illness and death.

In recent months, you have sought to distance yourself from vaccine responsibility, blaming Biden for this and that, but it was you, sir, who let covidScam into Idaho in the first place, it was you who stood with sick grin and dripping needle enticing even the youngest of children, and even today you continue to hawk the filthy wares. It is clear now that your assigned role in vaxScam was to inject as many Idahoans with as many shots as possible before we might awake to the crimes and casualties, knowing full well that those most likely to fall victim to taking the jab would be those without the resources to suspect or detect deception or to appreciate the gravity of the threat to health and life. Just as was the case with mandated masking, the impact has been especially devastating on all children and the working class with its disproportionate racial minority makeup.

It was you, Governor, whom Idahoans trusted. No one will forget your infamous assurance to all Idahoans: “By rolling out the vaccine we will bring an end to covid-19 in Idaho”. Your contentions that the covid vaccine is safe and effective, that good health was “just a shot away”, and that universal vaccination is needed to protect lives and return life to normal, are great falsities. As is becoming increasingly clear from all pronouncements from the WHO and CDC who have no accountability or jurisdictional authority in Idaho and yet whose dictates you have imposed without hesitation on all Idahoans, there will be strain after new strain of covid and mutated variants, requiring new experimental vaccines after booster vaccines, each with partial coverage, not quite sufficient (so the story will go) to repair the disintegrating human organism muzzled/choked-out by masking and buckling under every jab.

Far from bringing the Idaho covid crisis to an end as you assured, upon which so many relied in surrendering their bodies to jab after jab, the “vaccine” appears but the next aggravation in state infringement on individual freedoms with calamitous health consequences, causing serious illness and early death for many. And yet the truth, Governor, is that you are still using every tool at your disposal, at great taxpayer expense, to force



vaccination on all adults and children of all ages in Idaho, while ignoring and indifferent to the mounting misery in the vaccine Killing Fields across the state.

4

American constitutional law scholars hotly dispute the contention made by your administration, including Attorney General Wasden, that the US Supreme Court has ruled universal vaccination laws to be constitutional.

The public tends to view the United States Supreme Court as an institution of integrity, wisdom and truth, a rudder for society that serves as a check against constitutional infringements; such that a Supreme Court ruling validating compulsory vaccines must mean that submitting to injection is the right and safe thing to do and that there is no need for personal scrutiny before deciding to vaccinate oneself and one's family. What a mistake.

In the 1905 case of *Jacobsen v. Massachusetts* claimed as your authority, the Supreme Court upheld the constitutionality of a local law requiring smallpox vaccination for all adults, where the only penalty for refusal to submit was a modest "deprivation of property" in the form of a monetary fine of \$5, equivalent to almost \$170 today. Importantly, the law in question did not require that anyone be forcibly vaccinated. Jacobsen was not threatened nor was he "deprived" in any way of life or liberty or any inalienable right. He never submitted to vaccination nor was he further asked to do so. He was not jailed, he was not denied gainful employment, the right to travel freely, nor access to public establishments.

By contrast, any law imposing significant "deprivations" of "life or liberty" or of "inalienable rights", such as the right to be free from government forced injections and from obstructions and poisoning of free breathing, requires the strictest of Due Process scrutiny and protections which were not required in *Jacobsen* because the deprivation there was constitutionally insignificant.

How many Idahoans succumbed to covid vaccination in reliance on asserted US Supreme Court "authority" that does not exist? And what kind of leadership would assert such false authority, knowing and intending that it would cause many Idahoans to believe in the falsity and make perhaps the biggest mistake of a lifetime?

5

In terms of coming to the aid, we must believe that it is not too late for vaccinated Idahoans, and we must dedicate our best resources to understand the nature of the illnesses being inflicted and to help the vaccine impaired recover good health.

A critically important lesson learned from covidScam is to always scrutinize closely and never again to rely exclusively on medical-pharma solutions to any health problem. The fundamentals of sound nutrition, sleep, movement, and breathing must always be of primary importance. Idahoans understand that our health, hope and future are tied to the great outdoors, the wrap of mother nature around us, the fresh air, the open spaces, the friendly people, the sports and recreation, and free dialogue, discourse and debate. In the assessment of illness and remedies in this era of covidScam, the natural approach to health has shamefully been completely ignored. Never again.

6

Benjamin Franklin insisted that "the first responsibility of every citizen is to question authority." Now more than ever, at this most important time in our lives and the history of the Nation, his words must be heeded.

How is it possible that very few children in Idaho know anything about US constitutional protections of civil liberties that would cause them to question any mandates and messaging of masking and alleged "vaccinations"? What we must be insisting as the most Essential learning for all children is never to blindly accept and adapt to any narrative coming from any governmental entity or person. Students must be taught that nowhere in the USA does any governmental entity at any level have the right to call the shots and loosen and

tighten restrictions on Inalienable Rights as it sees fit, like the right to breathe, gather and speak freely, or the right not to be coerced to inject suspiciously deadly drugs.

All students must understand that Due Process of Law is the most treasured inheritance from Mother England, of Magna Carta magnificence, the distinguishing cornerstone of individual liberties and democracy of the United States of America, and the one mechanism that protects us from dictatorship. They also must understand that due process is also the protection of sanity: It is the vehicle by which an entire people assures that they are never going to be captivated by or subjugated to a false narrative that involves them losing their liberties or life without any justification having been shown. In the USA, surely there is no more important learning for children – yet absent in Idaho education. Is it any wonder that so many Idahoans are insisting, Shut down all public schools now?

7

Lastly, Governor, there is nowhere to run, nowhere to hide. Idaho is on to you, as we are on to all sycophant mayors, city councilors, county commissioners, and school board trustees, and press, the whole rotten lot of you who could have stood up and protected the public but instead chose to oversee the tyranny of covidScam and the human rights butchery of its Measures, from choking out and poisoning every breath throughout two years of masking to injecting and injecting with noxious needle.

History warns us that when losses of loved ones mount, and the fraud and tyrannical ruination of lives and the rule of law are exposed, public rage can explode into reckless retaliation and breakdown of sanity and law and order. We must never allow this to happen, anywhere in America.

From your illegal *ad infinitum* extension of emergency powers for an entire two years past May 2020 to unconscionably coercing all Idahoans of all ages to Just Say Yes to repeated poisoned penetrations, you have shredded the rule of law like no Idahoan ever before you. To save yourself, and all of us, it is now your time to reverse course, to own up to the error of your ways, and to return to the Rule of Law in Idaho. In the view of many, this must include shutting down all vaccine activities in Idaho, freezing all assets of racketeering for judicial disposition, and again, coming to the aid of your vaccine damaged victims and their devastated families.

Idaho is done with All Things covid, which as it turns out, is the grandest of deceptions existing only in the minds of history's greatest of psychopaths and their desperate prey.

And so, Governor, we must insist: Put That Needle Down!

Breathe Free, Idaho, forever!

I hope you understand.

Sincerely,

James Hungelmann

Ketchum



**CALL TO ORDER:** *(00:00:16 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 -absent

**Also Present:**

Jade Riley - City Administrator  
Lisa Enourato – Interim City Clerk  
Shellie Gallagher – Treasurer  
Suzanne Frick – Director Planning and Building  
Matt Johnson – City Attorney  
Morgan Landers – Senior Planner  
Abby Rivin – Senior Planner  
Adam Crutcher – Associate Planner  
Tripp Hutchinson – Intern  
Carissa Connelly – Housing Strategist

**COMMUNICATIONS FROM MAYOR AND COUNCILORS:** *(00:00:55 in video)*

Introduction of New Office Alec McFarland by Mayor Neil Bradshaw  
Sophia and Jodi – visiting from Sage School

**EXECUTIVE SESSION**

**Motion to move to executive session** *(00:00:56 in video)*

1. Pursuant to Idaho Code §74-206(1)(b) for evaluation of personnel
2. Pursuant to Idaho Code §74-206(1)(f) to communicate with legal counsel on pending, imminent, or threatened litigation

**Motion made by:** Courtney Hamilton; Seconded by Michael David

**Ayes:** Jim Slanetz, Michael David, Courtney Hamilton

**Nays:** None

**CONSENT AGENDA:** (00:02:24 in video)

Items 11 and 20 were Tabled

Items 10, 12, 16 & 17 pulled to be discussed

**DISCUSSION BY COUNCIL: Items 10, 12, 16, 17** (00:03:35 in video)

**10.** Courtney Hamilton suggested considering other options for the purchase order in the future

**12.** Jim Slanetz asked about how this contract is decided.

**16.** Courtney Hamilton asked where funds were coming for this project.

Jim Slanetz inquired about the origin of the water supply

**17.** Courtney Hamilton asked about updated plans for the landscape and fence. Wants an encroachment agreement for the nearby home.

**Motion to approve the Consent Agenda 4 –19** (00:13:40 in video)

**Motion made by:** Jim Slanetz; Seconded by Courtney Hamilton

**Ayes:** Michael David, Courtney Hamilton, Jim Slanetz

**Nays:** None

**PUBLIC HEARING** (00:14:20 in video)

**21.** Recommendation to hold a public hearing, review, and conduct a third reading of Interim Ordinance 1234, amending certain sections of Title 16 and Title 17 of the Ketchum Municipal Code.

Public Hearing Closed (00:15:10 in video)

**DISCUSSION AND COMMENTS BY COUNCIL:**

Michael David asked about the process of making the Interim Ordinance permanent

**Motion to approve Interim Ordinance 1234**

**Motion made by:** Courtney Hamilton; Seconded by Jim Slanetz

**Ayes:** Michael David, Jim Slanetz, Courtney Hamilton

**Nays:** None

Third Reading by Lisa Enourato - Interim City Clerk (00:19:56 in video)

**NEW BUSINESS:** (00:21:42 in video)

**23.** Presentation of public comments received on the Warm Springs Road and Main Street Corridor transportation improvements – City Administrator Jade Riley reported and went over next steps in schedule

Council provided feedback

**22.** Presentation and discussion of potential emergency housing – Housing Strategist Carissa Connelly (00:56:00 in video)

Mayor Neil Bradshaw prefaced presentation with information that 20-40 families are living in a semi-homeless situation.

Joined online by:

Naomi Spence - Hunger Coalition

Mary Fauth - Blaine County Charitable fund

Carter Cox – Nested Strategies

Council Provided feedback and recommendations

**Motion to approve \$250,000.00 towards emergency housing**

Motion made by Michael David; seconded by Courtney Hamilton

**Ayes:** Jim Slanetz, Courtney Hamilton, Michael David

**Nays:** None

Council stated they would be willing to sign on to a letter to IHFA explaining the impact of not being able to book out 60 days of hotel rooms for emergency rentals.

**ADJOURNMENT:**

**Motion to adjourn at 6:00 p.m.**

Motion made by Courtney Hamilton; Seconded by Michael David.

**Ayes:** Michael David, Courtney Hamilton, Jim Slanetz.

**Nays:** None

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Neil Bradshaw, Mayor

ATTEST:

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Trent Donat, City Clerk

Report Criteria:

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

| Vendor Name  | Invoice Number | Description   | Net Invoice Amount | Purchase Order Number |
|--|----------------|---|--------------------|-----------------------|
| <b>GENERAL FUND</b>                                    |                |   |                    |                       |
| <b>01-2175-8000 P/R DEDUC PBL--EMP CAF FSA-MD</b>      |                |   |                    |                       |
| NBS-NATIONAL BENEFIT SERVI                             | CP331260       | FSA TOTAL   | 941.05             |                       |
| <b>01-2175-9000 P/R DEDUC PBL--EMP CAF FSA-DC</b>      |                |   |                    |                       |
| NBS-NATIONAL BENEFIT SERVI                             | CP331260       | DCA TOTAL   | 1,681.86           |                       |
| <b>01-2300-0000 DEPOSITS-PARKS &amp; EVENTS</b>        |                |   |                    |                       |
| MOUNTAIN HUMANE  | R101222        | EVENT DEPOSIT REFUND                                  | 250.00             |                       |
| HAMILTON, COURTNEY                                     | R101722        | SECURITY DEPOSIT RETURN                               | 250.00             |                       |
| <b>01-3700-3600 REFUNDS &amp; REIMBURSEMENTS</b>       |                |   |                    |                       |
| ROMANO, PATTI  | R 102722       | CATERING PERMIT REFUND                                | 20.00              |                       |
| Total :  |                |   | 3,142.91           |                       |
| <b>LEGISLATIVE &amp; EXECUTIVE</b>                     |                |   |                    |                       |
| <b>01-4110-2515 VISION REIMBURSEMENT ACCT(HRA)</b>     |                |   |                    |                       |
| NBS-NATIONAL BENEFIT SERVI                             | CP331260       | HRA Vision  | 79.00              |                       |
| <b>01-4110-3100 OFFICE SUPPLIES &amp; POSTAGE</b>      |                |   |                    |                       |
| COPY CENTER LLC  | 2394           | BUDGET BOOK   | 606.90             |                       |
| Total LEGISLATIVE & EXECUTIVE:                         |                |   | 685.90             |                       |
| <b>ADMINISTRATIVE SERVICES</b>                         |                |   |                    |                       |
| <b>01-4150-1000 SALARIES</b>                           |                |   |                    |                       |
| SYRINGA NETWORKS, LLC                                  | 20303 10012    | 702109 100122   | 800.00             |                       |
| <b>01-4150-3100 OFFICE SUPPLIES &amp; POSTAGE</b>      |                |   |                    |                       |
| ASSOCIATED BUSINESS FORMS,                             | 4483           | TAX FORMS   | 340.98             |                       |
| ATKINSONS' MARKET                                      | 04275761       | ORANGE JUICE, APPLE JUICE, KIND BARS                  | 73.54              |                       |
| COPY & PRINT, L.L.C.                                   | 124366         | THERMAL TAPE- CALCULATOR                              | 29.56              |                       |
| COPY & PRINT, L.L.C.                                   | 124387         | POS-8193:FINISHING SUPPLIES, BATTERIES                | 60.14              |                       |
| COPY & PRINT, L.L.C.                                   | 124389         | POS-8194:UNIBALL PENS                                 | 20.65              |                       |
| COPY & PRINT, L.L.C.                                   | 124398         | POS-8208: BATTERIES                                   | 14.64              |                       |
| COPY & PRINT, L.L.C.                                   | 124495         | RUBBER BANDS, BIC, ENVELOPES, CHART MARKERS- POS 8478 | 494.25             |                       |
| COPY & PRINT, L.L.C.                                   | 124496         | CALENDAR  | 9.99               |                       |
| GEM STATE PAPER & SUPPLY                               | 1082900-01     | CASABELLA SOAP & SPONGE CADDY                         | 29.29              |                       |
| GEM STATE PAPER & SUPPLY                               | 1082997        | ROOM FRESHENER  | 79.44              |                       |
| GEM STATE PAPER & SUPPLY                               | 1083695        | CLOROX WIPES  | 68.53              |                       |
| GEM STATE PAPER & SUPPLY                               | 1083907        | COFFEE, WIPES, BLACK TRASH BAGS, TOWELS               | 432.90             |                       |
| <b>01-4150-4200 PROFESSIONAL SERVICES</b>              |                |   |                    |                       |
| INTERNAL REVENUE SERVICE                               | 101422         | 941 4TH QUARTER 2021 - 1004529390                     | 601.66             |                       |
| NICOLE SNYDER INTERIORS                                | 300445         | HISTORIC PHOTOS- CITY HALL-PRESENTATION               | 990.00             |                       |
| <b>01-4150-4400 ADVERTISING &amp; LEGAL PUBLICATIO</b> |                |   |                    |                       |
| CITY OF KETCHUM  | AR#6126 REI    | REIMBURSE KETCHUM #6126 EXPRESS PUB                   | 48.76              |                       |
| EXPRESS PUBLISHING, INC.                               | 10002196 0930  | 10002196 093022                                       | 1,480.00           |                       |

| Vendor Name  | Invoice Number | Description                                       | Net Invoice Amount | Purchase Order Number |
|--|----------------|---|--------------------|-----------------------|
| <b>01-4150-4800 DUES, SUBSCRIPTIONS &amp; MEMBERSH</b> |                |   |                    |                       |
| US BANK  | 2745 102522    | TRELLO  | 75.00              |                       |
| US BANK  | 6235 102522    | ICCTFOA MEMBERSHIP                                | 45.00              |                       |
| US BANK  | 6235 102522    | GOOGLE YOUTUBE PREMIUM                            | 11.99              |                       |
| US BANK  | 9749 102522    | IIMC- MEMBERSHIP CHOMA                            | 125.00             |                       |
| US BANK  | 9749 102522    | IIMC- MEMBERSHIP ANCONA                           | 185.00             |                       |
| WOOD RIVER RESOURCE CONS                               | 102822         | 2023 WOOD RIVER RC&D ANNUAL MEMBERSHIP ASSESSMENT | 252.00             |                       |
| <b>01-4150-5100 TELEPHONE &amp; COMMUNICATIONS</b>     |                |   |                    |                       |
| CENTURY LINK   | 2087264135 86  | 2087264135 862B 101322                            | 947.00             |                       |
| CENTURY LINK   | 2087265574 24  | 2087265574 240B 101322                            | 61.59              |                       |
| CENTURY LINK   | 2087267848 10  | 2087267848 105B 101322                            | 142.12             |                       |
| SYRINGA NETWORKS, LLC                                  | 20303 10012    | 146524 100122                                     | 650.00             |                       |
| SYRINGA NETWORKS, LLC                                  | 20303 10012    | 703592 100122                                     | 500.00             |                       |
| SYRINGA NETWORKS, LLC                                  | 20303 10012    | 702110 100122                                     | 800.00             |                       |
| SYRINGA NETWORKS, LLC                                  | 20303 10012    | 146525 100122                                     | 650.00             |                       |
| US BANK  | 5030 102522    | 8*8   | 2,038.34           |                       |
| COX BUSINESS   | 0012401050589  | 0001 2401 050589901                               | 173.39             |                       |
| AT&T MOBILITY LLC                                      | 287307161044   | 287310798935 10012022                             | 291.48             |                       |
| <b>01-4150-5110 COMPUTER NETWORK</b>                   |                |   |                    |                       |
| CIVICPLUS LLC  | 243776         | MUNICODE PAGES, SUPPORT                           | 481.62             |                       |
| INTEGRATED TECHNOLOGIES                                | 201861         | CO00 CITY OF KETCHUM-02                           | 464.29             |                       |
| PLATT ELECTRIC SUPPLY                                  | 3149551        | ARL LV 1 MT DEVICE, LEV 41642-W, LEV 804001-W     | 6.60               |                       |
| US BANK  | 5030 102522    | ZOOM  | 2,577.00           |                       |
| US BANK  | 5030 102522    | MICROSOFT E0700KLVJJ                              | 184.53             |                       |
| US BANK  | 5030 102522    | MICROSOFT E0700KM250                              | 69.24              |                       |
| LEAF   | 13823898       | 100-6877711-001 OCT 22                            | 38.21              |                       |
| <b>01-4150-5150 COMMUNICATIONS</b>                     |                |   |                    |                       |
| COPY & PRINT, L.L.C.                                   | 124461         | PRINTING, CUTTING, COVER- POS 8396                | 375.00             |                       |
| US BANK  | 5030 102522    | MAIL CHIMP  | 97.99              |                       |
| US BANK  | 6235 102522    | LATER.COM   | 15.00              |                       |
| US BANK  | 6235 102522    | SHUTTERSTOCK                                      | 29.00              |                       |
| SNEE, MOLLY  | 2220           | OCTOBER RETAINER FEE                              | 4,150.00           |                       |
| <b>01-4150-5200 UTILITIES</b>                          |                |   |                    |                       |
| IDAHO POWER  | 2203990334 10  | 2203990334 101322                                 | 64.29              |                       |
| IDAHO POWER  | 2206452274 10  | 2206452274 102522                                 | 341.95             |                       |
| IDAHO POWER  | 2206570869 10  | 2206570869 101322                                 | 7.16               |                       |
| IDAHO POWER  | 2224128120 10  | 2224128120 102222                                 | 711.96             |                       |
| INTERMOUNTAIN GAS                                      | 44919030005 1  | 44919030005 102522                                | 15.57              |                       |
| INTERMOUNTAIN GAS                                      | 76053745030 1  | 76053745030 102522                                | 43.33              |                       |
| <b>01-4150-7400 OFFICE FURNITURE &amp; EQUIPMENT</b>   |                |   |                    |                       |
| US BANK  | 6235 102522    | ACTIVE OFFICE FURN- CUBICLES                      | 1,638.71           |                       |
| Total ADMINISTRATIVE SERVICES:                         |                |   | 23,833.75          |                       |
| <b>LEGAL</b>   |                |   |                    |                       |
| <b>01-4160-4200 PROFESSIONAL SERVICES</b>              |                |   |                    |                       |
| WHITE PETERSON   | 24892R 093022  | General Services 24892R 093022                    | 14,502.50          |                       |
| Total LEGAL:   |                |   | 14,502.50          |                       |

| Vendor Name  | Invoice Number | Description                                     | Net Invoice Amount | Purchase Order Number |
|--|----------------|---|--------------------|-----------------------|
| <b>PLANNING &amp; BUILDING</b>                         |                |   |                    |                       |
| <b>01-4170-2505 HEALTH REIMBURSEMENT ACCT(HRA)</b>     |                |   |                    |                       |
| NBS-NATIONAL BENEFIT SERVI                             | CP331260       | HRA Medical                                     | 25.00              |                       |
| <b>01-4170-4400 ADVERTISING &amp; LEGAL PUBLICATIO</b> |                |   |                    |                       |
| EXPRESS PUBLISHING, INC.                               | 10002196 0930  | 10002196 093022                                 | 284.28             |                       |
| <b>01-4170-4800 DUES, SUBSCRIPTIONS &amp; MEMBERSH</b> |                |   |                    |                       |
| US BANK  | 6235 102522    | APA- JOBS ONLINE                                | 295.00             |                       |
| Total PLANNING & BUILDING:                             |                |   | 604.28             |                       |
| <b>NON-DEPARTMENTAL</b>                                |                |   |                    |                       |
| <b>01-4193-4200 PROFESSIONAL SERVICE</b>               |                |   |                    |                       |
| US BANK  | 5030 102522    | BLUE+PINE CREATIVE                              | 125.00             |                       |
| DIXON RESOURCES UNLIMITED                              | 3332           | ON CALL PARKING SUPPORT SERVICES SEPTEMBER 2022 | 1,932.21           |                       |
| <b>01-4193-4500 1ST/WASHINGTON RENT</b>                |                |   |                    |                       |
| URBAN RENEWAL AGENCY                                   | 6161           | URA RENT  | 3,000.00           |                       |
| <b>01-4193-9930 GENERAL FUND OP. CONTINGENCY</b>       |                |   |                    |                       |
| NBS-NATIONAL BENEFIT SERVI                             | 872635         | CAFETERIA PLAN DEBIT CARD FEES                  | 234.00             |                       |
| US BANK  | 6235 102522    | RASPBERRYS INC                                  | 268.27             |                       |
| US BANK  | 6235 102522    | LINKEDIN  | 523.43             |                       |
| US BANK  | 6235 102522    | ID STATE HISTORICAL SOCIETY                     | 10.60              |                       |
| US BANK  | 6235 102522    | ATKINSONS- NAPKINS, FLORAL, CHINET, BECKS       | 138.77             |                       |
| CLEARMINDGRAPHICS                                      | 5387           | LETTERHEAD TEMPLATE- ALL ROUNDS                 | 507.50             |                       |
| Total NON-DEPARTMENTAL:                                |                |   | 6,739.78           |                       |
| <b>FACILITY MAINTENANCE</b>                            |                |   |                    |                       |
| <b>01-4194-3100 OFFICE SUPPLIES &amp; POSTAGE</b>      |                |   |                    |                       |
| PIPECO, INC.   | S4681989.003   | CLAMPS- CREDIT MEMO                             | 96.41-             |                       |
| <b>01-4194-3200 OPERATING SUPPLIES</b>                 |                |   |                    |                       |
| A.C. HOUSTON LUMBER CO.                                | 2210-997080    | SAFETY GLASSESS                                 | 42.99              |                       |
| CHATEAU DRUG CENTER                                    | 2612321        | GLOVES  | 18.99              |                       |
| CHATEAU DRUG CENTER                                    | 2612711        | BENADRYL, WASP KILLER                           | 16.13              |                       |
| CHATEAU DRUG CENTER                                    | 2617639        | TRASH BAG                                       | 4.74               |                       |
| GEM STATE PAPER & SUPPLY                               | 1079353        | TRASH BAGS, CLORAX WIPES, SEAT COVERS           | 159.63             |                       |
| GEM STATE PAPER & SUPPLY                               | 1081307        | SOAP DISPENSER, HANDWASH                        | 953.10             |                       |
| GEM STATE PAPER & SUPPLY                               | 1081567        | DAWN DISH SOAP                                  | 54.24              |                       |
| PIPECO, INC.   | S4750632.001   | SNOW SHOVEL POLY                                | 142.79             |                       |
| US BANK  | 9988 102522    | WHITE PAPER COFFEE CUPS                         | 39.99              |                       |
| <b>01-4194-3500 MOTOR FUELS &amp; LUBRICANTS</b>       |                |   |                    |                       |
| CHRISTENSEN INC.                                       | 1005076        | 38950 101522                                    | 246.14             |                       |
| <b>01-4194-4220 PROF SERV-CITY BEAUTIFICATION</b>      |                |   |                    |                       |
| LILY & FERN, LLC                                       | 4703           | Flower Maintenance                              | 201.83             |                       |
| <b>01-4194-5200 UTILITIES</b>                          |                |   |                    |                       |
| CLEAR CREEK DISPOSAL                                   | 0001569376     | 171 RIVER ST                                    | 90.29              |                       |
| CLEAR CREEK DISPOSAL                                   | 0001569533     | 131 RIVER ST                                    | 90.29              |                       |



| Vendor Name  | Invoice Number | Description                          | Net Invoice Amount | Purchase Order Number |
|--|----------------|--------------------------------------|--------------------|-----------------------|
| IDAHO POWER  | 2203313446 10  | 2203313446 101222                    | 5.43               |                       |
| <b>01-4194-5300 CUSTODIAL &amp; CLEANING SERVICES</b>  |                |                                      |                    |                       |
| ALSCO - AMERICAN LINEN DIVI                            | LBOI2031454    | 191 5TH ST W- FLOOR MATS             | 166.00             |                       |
| WESTERN BUILDNG MAINTEN                                | 0136844-IN     | Monthly Janitorial Service           | 3,395.12           |                       |
| <b>01-4194-5900 REPAIR &amp; MAINTENANCE-BUILDINGS</b> |                |                                      |                    |                       |
| A.C. HOUSTON LUMBER CO.                                | 2210-500225    | LOCK INSTALLATION KIT                | 25.99              |                       |
| A.C. HOUSTON LUMBER CO.                                | 2210-501419    | WOOD, SPRAY PAINT, SCREWS            | 41.09              |                       |
| A.C. HOUSTON LUMBER CO.                                | 2210-988380    | LUBE AEROSOL TRI-FLOW                | 15.78              |                       |
| A.C. HOUSTON LUMBER CO.                                | 2210-998558    | SCHLAGE PRIVACY, ENTRY, PHILLIP BITS | 108.41             |                       |
| GLASS MASTERS, INC.                                    | I-22-2454      | Plexi Glass Customer Window          | 160.13             |                       |
| LUTZ RENTALS   | 134703-1       | SCAFFOLDING RENTAL                   | 76.16              |                       |
| <b>01-4194-5910 REPAIR &amp; MAINT-491 SV ROAD</b>     |                |                                      |                    |                       |
| A.C. HOUSTON LUMBER CO.                                | 2210-999260    | TERRY TOWELS                         | 11.98              |                       |
| ALSCO - AMERICAN LINEN DIVI                            | LBOI2028330    | 491 E SUN VALLEY 101722              | 178.70             |                       |
| ALSCO - AMERICAN LINEN DIVI                            | LBOI2030095    | 491 E SUN VALLEY 102422              | 178.70             |                       |
| BIG WOOD LANDSCAPE, INC.                               | 27330          | PAVER POWER WASH                     | 625.00             |                       |
| CENTURY LINK   | 2087250932 03  | 2087250932 035B 100422               | 59.55              |                       |
| CHATEAU DRUG CENTER                                    | 2614545        | 4*6 NYL REPL FLAG                    | 33.24              |                       |
| CHATEAU DRUG CENTER                                    | 2617720        | KENMORE ALLERGEN SEAL VAC            | 199.99             |                       |
| GEM STATE PAPER & SUPPLY                               | 1083343        | TRASH BAGS, TISSUE, TP               | 839.47             |                       |
| <b>01-4194-5950 REPAIR &amp; MAINT-WARM SPRINGS PR</b> |                |                                      |                    |                       |
| CLEAR CREEK LAND CO. LLC                               | 0000035291     | OLD GEEZER ALLY                      | 231.00             |                       |
| CLEAR CREEK LAND CO. LLC                               | 0000036180     | OLD GEEZER ALLY                      | 231.00             |                       |
| PIPECO, INC.   | S4701861.001   | HEX BUSH, GALV NIPPLE                | 3.49               |                       |
| PIPECO, INC.   | S4751199.001   | PVC NIPPLES, GLOVES                  | 7.64               |                       |
| PIPECO, INC.   | S4820199.001   | HEAD RAKE, EYE HOE                   | 67.94              |                       |
| <b>01-4194-6000 REPAIR &amp; MAINT-AUTOMOTIVE EQUI</b> |                |                                      |                    |                       |
| RIVER RUN AUTO PARTS                                   | 6538-183503    | OIL FILTERS, AIR FILTERS             | 471.76             |                       |
| RIVER RUN AUTO PARTS                                   | 6538-183841    | SNOWBROOM, SNOW BRUSH                | 24.90              |                       |
| RIVER RUN AUTO PARTS                                   | 6538-210009    | FRAM ANT DEX, SHOP TOWELS            | 32.45              |                       |
| <b>01-4194-6950 MAINTENANCE</b>                        |                |                                      |                    |                       |
| A.C. HOUSTON LUMBER CO.                                | 2209-986857    | TRIM SCREW, GORMAN                   | 30.36              |                       |
| A.C. HOUSTON LUMBER CO.                                | 2210-987210    | GATE LATCH                           | 9.99               |                       |
| A.C. HOUSTON LUMBER CO.                                | 2210-987856    | SOCKET ADAPTER                       | 4.59               |                       |
| A.C. HOUSTON LUMBER CO.                                | 2210-988535    | GORILLA GLUE                         | 15.98              |                       |
| A.C. HOUSTON LUMBER CO.                                | 2210-989895    | WOOD SCREWS, ROOFING NAIL            | 17.10              |                       |
| A.C. HOUSTON LUMBER CO.                                | 2210-989899    | SAFETY HASP, FASTENERS               | 7.15               |                       |
| A.C. HOUSTON LUMBER CO.                                | 2210-990865    | DAP SILICONE PLUS                    | 18.15              |                       |
| A.C. HOUSTON LUMBER CO.                                | 2210-991625    | CONCRETE DRY MIX                     | 10.50              |                       |
| A.C. HOUSTON LUMBER CO.                                | 2210-992502    | FASTENERS                            | 1.65               |                       |
| A.C. HOUSTON LUMBER CO.                                | 2210-993315    | WOOD SCREWS                          | 13.40              |                       |
| A.C. HOUSTON LUMBER CO.                                | 2210-994684    | ANTIFREEZE                           | 167.88             |                       |
| CHATEAU DRUG CENTER                                    | 2614204        | NIAGARA DIST WATER                   | 1.89               |                       |
| CHATEAU DRUG CENTER                                    | 2614493        | GORILLA TAPE                         | 14.24              |                       |
| PIPECO, INC.   | S4518069.001   | CONDUIT PVC                          | 40.90              |                       |
| PIPECO, INC.   | S4663866.001   | ROTATOR HUNTERS                      | 71.78              |                       |
| PIPECO, INC.   | S46651040.001  | RAINBIRD, ADAPTERS                   | 69.64              |                       |
| PIPECO, INC.   | S4717760.001   | POLY PIPE, COUPLING, CLAMP           | 7.74               |                       |
| PIPECO, INC.   | S4719883.001   | CLOSE PVC, BUSHING                   | 15.22              |                       |
| PIPECO, INC.   | S4756686.001   | ELBOWS, COUPLINGS, NIPPLES           | 24.55              |                       |
| PIPECO, INC.   | S4757209.001   | WIRE STAND                           | 51.81              |                       |
| PIPECO, INC.   | S4770912.001   | LANDSCAPE RAKE                       | 51.16              |                       |

| Vendor Name  | Invoice Number | Description                                  | Net Invoice Amount | Purchase Order Number |
|--|----------------|--|--------------------|-----------------------|
| PIPECO, INC.   | S4838078.001   | SNOWMARKERS                                  | 10.00              |                       |
| SILVER CREEK SUPPLY                                    | 0007010262-00  | HTR GOLF PSI                                 | 246.71             |                       |
| Total FACILITY MAINTENANCE:                            |                |  | 10,058.05          |                       |
| <b>POLICE</b>  |                |  |                    |                       |
| <b>01-4210-2505 HEALTH REIMBURSEMENT ACCT(HRA)</b>     |                |  |                    |                       |
| NBS-NATIONAL BENEFIT SERVI                             | CP331260       | HRA Medical                                  | 359.70             |                       |
| <b>01-4210-2515 VISION REIMBURSEMENT ACCT(HRA)</b>     |                |  |                    |                       |
| NBS-NATIONAL BENEFIT SERVI                             | CP331260       | HRA Vision                                   | 102.40             |                       |
| <b>01-4210-3200 OPERATING SUPPLIES</b>                 |                |  |                    |                       |
| WEAVER, SARA   | R101422        | REIMBURSEMENT- EARBUDS, BELT                 | 100.41             |                       |
| <b>01-4210-3500 MOTOR FUELS &amp; LUBRICANTS</b>       |                |  |                    |                       |
| RIVER RUN AUTO PARTS                                   | 6538-183220    | DIESEL EXH FLUID-CSO TK                      | 26.95              |                       |
| CHRISTENSEN INC.                                       | 1005089        | 39060 101522                                 | 175.64             |                       |
| <b>01-4210-3620 PARKING OPS EQUIPMENT FEES</b>         |                |  |                    |                       |
| CALE AMERICA, INC.                                     | 171561         | ACTIVE METERS OCTOBER 2022                   | 169.05             |                       |
| <b>01-4210-4200 PROFESSIONAL SERVICES</b>              |                |  |                    |                       |
| LYTLE SIGNS  | PS-INV106252   | POLICE DEPT SIGN IN LOBBY                    | 1,106.51           |                       |
| <b>01-4210-6000 REPAIR &amp; MAINT--AUTOMOTIVE EQU</b> |                |  |                    |                       |
| RICKS WILD THINGS LLC                                  | 091322         | TRUCK SHELL- 2018 F-150 CSO                  | 2,686.00           |                       |
| Total POLICE:  |                |  | 4,726.66           |                       |
| <b>FIRE &amp; RESCUE</b>                               |                |  |                    |                       |
| <b>01-4230-2505 HEALTH REIMBURSEMENT ACCT(HRA)</b>     |                |  |                    |                       |
| NBS-NATIONAL BENEFIT SERVI                             | CP331260       | HRA Medical                                  | 1,859.96           |                       |
| <b>01-4230-3200 OPERATING SUPPLIES FIRE</b>            |                |  |                    |                       |
| A.C. HOUSTON LUMBER CO.                                | 2210-993372    | SHARPIES                                     | 2.99               |                       |
| ATKINSONS' MARKET                                      | 04271288       | WHITE CLOUD RIVE                             | 27.54              |                       |
| ATKINSONS' MARKET                                      | 08552031       | AIR SPRAY, SOAP                              | 7.83               |                       |
| GLASS MASTERS, INC.                                    | I-22-2768      | BULLETIN BOARD                               | 42.68              |                       |
| INTEGRATED TECHNOLOGIES                                | 201369         | M7892-01 10/08/22                            | 10.40              |                       |
| US BANK  | 3938 102522    | ATKINSONS- SOFT DRINKS                       | 19.45              |                       |
| US BANK  | 9939 102522    | BLACK ON WHITE TAPE- BROTHER                 | 14.98              |                       |
| US BANK  | 9939 102522    | ADOBE ACROBAT PRO SUBSCRIPTION               | 89.94              |                       |
| US BANK  | 9939 102522    | OUT OF SERVICE TAGS                          | 10.50              |                       |
| US BANK  | 9939 102522    | UTILITY HOOKS, BANKER BOX, STORAGE ORGANIZER | 33.98              |                       |
| MUNICIPAL EMERGENCY SERIC                              | IN1720414      | FLAMEFIGHTER,HOOK, HANDLE, PIKE POLE         | 485.67             |                       |
| GARMIN SERVICES, INC                                   | DL25132391     | DL241394 090722                              | 103.60             |                       |
| GARMIN SERVICES, INC                                   | DL25661311     | DL241394 100922                              | .00                |                       |
| <b>01-4230-3210 OPERATING SUPPLIES EMS</b>             |                |  |                    |                       |
| A.C. HOUSTON LUMBER CO.                                | 2210-993372    | SHARPIES                                     | 2.99               |                       |
| ATKINSONS' MARKET                                      | 04271288       | WHITE CLOUD RIVE                             | 27.54              |                       |
| ATKINSONS' MARKET                                      | 08552031       | AIR SPRAY, SOAP                              | 7.82               |                       |
| BOUNDTREE MEDICAL                                      | 84732177       | Medical Drugs                                | 140.99             |                       |
| BOUNDTREE MEDICAL                                      | 84735152       | CURAPLEX PATIENT TRANSPORTER                 | 207.50             |                       |

| Vendor Name  | Invoice Number | Description                                  | Net Invoice Amount | Purchase Order Number |
|--|----------------|--|--------------------|-----------------------|
| GLASS MASTERS, INC.                                    | I-22-2768      | BULLETIN BOARD                               | 42.68              |                       |
| INTEGRATED TECHNOLOGIES                                | 201369         | M7892-01 10/08/22                            | 10.39              |                       |
| US BANK  | 9939 102522    | UTILITY HOOKS, BANKER BOX, STORAGE ORGANIZER | 33.98              |                       |
| US BANK  | 9939 102522    | OUT OF SERVICE TAGS                          | 10.49              |                       |
| US BANK  | 9939 102522    | BLACK ON WHITE TAPE-BROTHER                  | 14.97              |                       |
| US BANK  | 9939 102522    | ADOBE ACROBAT PRO SUBSCRIPTION               | 89.94              |                       |
| HENRY SCHEIN   | 26016655       | MEDICAL DRUGS                                | 346.38             |                       |
| HENRY SCHEIN   | 26139654       | MEDICAL DRUGS                                | 484.58             |                       |
| HENRY SCHEIN   | 26139656       | MEDICAL EQUIPMENT                            | 83.57              |                       |
| HENRY SCHEIN   | 26173358       | MEDICAL EQUIPMENT                            | 141.87             |                       |
| HENRY SCHEIN   | 26731416       | MEDICAL DRUGS                                | 200.28             |                       |
| HENRY SCHEIN   | 26975547       | MEDICAL DRUGS                                | 1,130.89           |                       |
| HENRY SCHEIN   | 26989094       | ROBERTAZZI NASO AIRWAY                       | 11.15              |                       |
| HENRY SCHEIN   | 27140582       | MEDICAL DRUGS                                | 62.49              |                       |
| <b>01-4230-3500 MOTOR FUELS &amp; LUBRICANTS FIRE</b>  |                |  |                    |                       |
| CHRISTENSEN INC.                                       | 1004965        | 37267 101522                                 | 547.20             |                       |
| <b>01-4230-3510 MOTOR FUELS &amp; LUBRICANTS EMS</b>   |                |  |                    |                       |
| CHRISTENSEN INC.                                       | 1004965        | 37267 101522                                 | 80.15              |                       |
| <b>01-4230-4900 TRAINING/TRAVEL/MTG FIRE</b>           |                |  |                    |                       |
| Saint Alphonsus  | FDN-11000-46   | 2022 SKI AND MOUNTAIN TRAUMA CONFERENCE      | 2,000.00           |                       |
| FIRE & POLICE SELECTION INC.                           | 20503          | CERTIFIED FIREFIGHTER TEST                   | 500.00             |                       |
| <b>01-4230-4920 TRAINING-FACILITY</b>                  |                |  |                    |                       |
| CLEAR CREEK DISPOSAL                                   | 0001551730     | 219 LEWIS ST                                 | 57.46              |                       |
| CLEAR CREEK DISPOSAL                                   | 0001557687     | 219 LEWIS ST                                 | 68.31              |                       |
| CLEAR CREEK DISPOSAL                                   | 0001569157     | 219 LEWIS ST                                 | 1.89               |                       |
| CLEAR CREEK DISPOSAL                                   | 0001575393     | 219 LEWIS ST                                 | 69.34              |                       |
| IDAHO POWER  | 2224210258 06  | 2224210258 060822                            | 26.50              |                       |
| IDAHO POWER  | 2224210258 09  | 2224210258 090922                            | 17.37              |                       |
| IDAHO POWER  | 2224210258 10  | 2224210258 100822                            | 22.15              |                       |
| <b>01-4230-5100 TELEPHONE &amp; COMMUNICATION FIRE</b> |                |  |                    |                       |
| SYRINGA NETWORKS, LLC                                  | 20303 10012    | 706460 100122                                | 475.00             |                       |
| <b>01-4230-5110 TELEPHONE &amp; COMMUNICATION EMS</b>  |                |  |                    |                       |
| SYRINGA NETWORKS, LLC                                  | 20303 10012    | 706460 100122                                | 475.00             |                       |
| AT&T MOBILITY LLC                                      | 287307161044   | 287307161044 10012022                        | 103.19             |                       |
| AT&T MOBILITY LLC                                      | 287307161044   | TO BALANCE AND PAY CORRECT AMOUNT            | 103.19             |                       |
| AT&T MOBILITY LLC                                      | 287307161044   | 287307161044 10012022                        | 291.49             |                       |
| <b>01-4230-5200 UTILITIES</b>                          |                |  |                    |                       |
| CLEAR CREEK DISPOSAL                                   | 0001575535     | 107 SADDLE RD                                | 303.62             |                       |
| IDAHO POWER  | 2226144497 10  | 2226144497 102722                            | 1,513.79           |                       |
| INTERMOUNTAIN GAS                                      | 26223127833 1  | 26223127833 102522                           | 76.87              |                       |
| <b>01-4230-6000 REPAIR &amp; MAINT-AUTO EQUIP FIRE</b> |                |  |                    |                       |
| A.C. HOUSTON LUMBER CO.                                | 2210-991392    | FASTENERS                                    | 3.40               |                       |
| A.C. HOUSTON LUMBER CO.                                | 2210-999668    | ICESCRAPER                                   | 10.00              |                       |
| ALSCO - AMERICAN LINEN DIVI                            | LBOI2026526    | 107 SADDLE RD 101022                         | 14.93              |                       |
| ALSCO - AMERICAN LINEN DIVI                            | LBOI2030102    | 107 SADDLE RD                                | 13.76              |                       |
| HUGHES FIRE EQUIPMENT, INC.                            | 230348         | SWITCH, TGL, SPST, OFF, NONE                 | 64.81              |                       |
| RIVER RUN AUTO PARTS                                   | 6538-183158    | TRANSMISSION/FUEL                            | 68.47              |                       |
| RIVER RUN AUTO PARTS                                   | 6538-183702    | DIATOM OIL ABSORB                            | 33.90              |                       |

| Vendor Name  | Invoice Number | Description                   | Net Invoice Amount | Purchase Order Number |
|--|----------------|-------------------------------|--------------------|-----------------------|
| <b>01-4230-6010 REPAIR &amp; MAINT-AUTO EQUIP EMS</b>      |                |                               |                    |                       |
| A.C. HOUSTON LUMBER CO.                                    | 2210-991392    | FASTENERS                     | 3.40               |                       |
| A.C. HOUSTON LUMBER CO.                                    | 2210-995937    | SPRAY PAINT BLK               | 31.96              |                       |
| A.C. HOUSTON LUMBER CO.                                    | 2210-999668    | ICE SCRAPER                   | 9.99               |                       |
| ALSCO - AMERICAN LINEN DIVI                                | LBOI2026526    | 107 SADDLE RD 101022          | 14.93              |                       |
| ALSCO - AMERICAN LINEN DIVI                                | LBOI2030102    | 107 SADDLE RD                 | 13.77              |                       |
| <b>01-4230-6100 REPAIR &amp; MAINT--MACHINERY &amp; EQ</b> |                |                               |                    |                       |
| WATTS HYDRAULIC & REPAIR                                   | 244245         | BREAKTHROUGH CONCENTRATE      | 45.50              |                       |
| <b>01-4230-6110 REPAIR &amp; MAINT--MACHINERY &amp; EQ</b> |                |                               |                    |                       |
| WATTS HYDRAULIC & REPAIR                                   | 244245         | BREAKTHROUGH CONCENTRATE      | 45.50              |                       |
| Total FIRE & RESCUE:                                       |                |                               | 12,866.86          |                       |
| <b>STREET</b>  |                |                               |                    |                       |
| <b>01-4310-2505 HEALTH REIMBURSEMENT ACCT(HRA)</b>         |                |                               |                    |                       |
| NBS-NATIONAL BENEFIT SERVI                                 | CP331260       | HRA Medical                   | 1,879.76           |                       |
| <b>01-4310-2515 VISION REIMBURSEMENT ACCT(HRA)</b>         |                |                               |                    |                       |
| NBS-NATIONAL BENEFIT SERVI                                 | CP331260       | HRA Vision                    | 279.00             |                       |
| <b>01-4310-3200 OPERATING SUPPLIES</b>                     |                |                               |                    |                       |
| COLOR HAUS, INC.   | 263731         | PRO SOLUTIONS                 | 17.39              |                       |
| FASTENAL COMPANY   | IDJER102973    | PARTICLE RESPIRATORS          | 31.30              |                       |
| FASTENAL COMPANY   | IDJER104849    | SAFETY GLASSES                | 39.70              |                       |
| GEM STATE PAPER & SUPPLY                                   | 1080072-01A    | DAWN DISH SOAP                | 54.24              |                       |
| GEM STATE PAPER & SUPPLY                                   | 1081566        | MISDELIVER CREDIT DAWN SOAP   | 54.24              |                       |
| NAPA AUTO PARTS  | 122892         | SHOP RAGS REFILL              | 37.56              |                       |
| NAPA AUTO PARTS  | 124208         | BRAKE CLEANER & GLOVES        | 64.28              |                       |
| RIVER RUN AUTO PARTS                                       | 6538-183693    | POWER STEERING FLUID          | 5.99               |                       |
| US BANK  | 2022 102522    | CUSTOM STAMP                  | 24.99              |                       |
| US BANK  | 2022 102522    | SHOP TOWELS                   | 254.38             |                       |
| <b>01-4310-3400 MINOR EQUIPMENT</b>                        |                |                               |                    |                       |
| FASTENAL COMPANY   | IDJER102656    | GRINDING WHEELS               | 67.07              |                       |
| FASTENAL COMPANY   | IDJER104702    | NON INSULATED BUTTCONNECTIONS | 15.26              |                       |
| <b>01-4310-3500 MOTOR FUELS &amp; LUBRICANTS</b>           |                |                               |                    |                       |
| NAPA AUTO PARTS  | 123792         | COMPRESS OIL                  | 41.99              |                       |
| CHRISTENSEN INC.   | 1004967        | 37269 101522                  | 3,006.85           |                       |
| CHRISTENSEN INC.   | 1006048        | 37269 103122                  | 2,347.28           |                       |
| <b>01-4310-4200 PROFESSIONAL SERVICES</b>                  |                |                               |                    |                       |
| AWSI   | 548358         | Random Drug Test              | 51.25              |                       |
| <b>01-4310-5200 UTILITIES</b>                              |                |                               |                    |                       |
| IDAHO POWER  | 2204882910 10  | 2204882910 101422             | 337.59             |                       |
| <b>01-4310-6100 REPAIR &amp; MAINT--MACHINERY &amp; EQ</b> |                |                               |                    |                       |
| CLEARWATER POWER EQUIPME                                   | 33866          | AIR FILTER                    | 21.22              |                       |
| COLOR HAUS, INC.   | 262208         | STAIN FOR GOOSENECK TRAILER   | 86.07              |                       |
| FASTENAL COMPANY   | IDJER102399    | HCS 1/2-13*5                  | 49.46              |                       |
| FASTENAL COMPANY   | IDJER104335    | BLASE BOLTS FOR 908 HEADLAMPS | 132.56             |                       |
| FASTENAL COMPANY   | IDJER104336    | FITTINGS FOR # 3 PUP          | 2.94               |                       |
| INDUSTRIAL ELECTRIC MOTOR                                  | 59325          | SHOP COMPRESSOR MOTOR         | 1,614.50           |                       |

| Vendor Name  | Invoice Number | Description                           | Net Invoice Amount | Purchase Order Number |
|--|----------------|---------------------------------------|--------------------|-----------------------|
| K & T STEEL CORP.                                  | 0019546-IN     | STEEL PLATE-SNOW RAMP DOZER           | 1,705.00           |                       |
| NAPA AUTO PARTS                                    | 122198         | CORE DEPOSIT RETURN- INV 121121       | 49.39-             |                       |
| NAPA AUTO PARTS                                    | 122747         | AIRFILL                               | 37.08              |                       |
| NAPA AUTO PARTS                                    | 123321         | BRAKE SWITCH                          | 39.68              |                       |
| NAPA AUTO PARTS                                    | 123543         | LIGHTS FOR 966M LOADER                | 437.40             |                       |
| NAPA AUTO PARTS                                    | 123730         | EXHAUST ADAPTER, REPAIR KIT           | 15.68              |                       |
| NAPA AUTO PARTS                                    | 123823         | OIL FILTER, FUEL FILTER               | 28.59              |                       |
| NAPA AUTO PARTS                                    | 123910         | NAPAGOLD OIL FILTER, AIR FILTER       | 59.82              |                       |
| NAPA AUTO PARTS                                    | 123916         | NAPAGOLD OIL FILTER                   | 15.84              |                       |
| NAPA AUTO PARTS                                    | 124313         | OIL FILTER                            | 19.44              |                       |
| NAPA AUTO PARTS                                    | 124330         | FUEL FILTERS                          | 21.71              |                       |
| PIPECO, INC.                                       | S4819914.001   | FITTINGS SWEEPER HOSE BLOW OUT        | 24.54              |                       |
| RIVER RUN AUTO PARTS                               | 65-38-183483   | CAP RADIATOR                          | 5.50               |                       |
| RIVER RUN AUTO PARTS                               | 6538-183850    | POWER STEERING FLUID                  | 11.98              |                       |
| WESTERN STATES CAT                                 | IN002187897    | OIL FOR 966M LOADER                   | 998.46             |                       |
| <b>01-4310-6910 OTHER PURCHASED SERVICES</b>       |                |                                       |                    |                       |
| ALSCO - AMERICAN LINEN DIVI                        | LBOI2018810    | 200 10TH ST                           | 38.87              |                       |
| ALSCO - AMERICAN LINEN DIVI                        | LBOI2027898    | 200 10TH ST                           | 41.64              |                       |
| ALSCO - AMERICAN LINEN DIVI                        | LBOI2029706    | 200 10TH ST                           | 41.64              |                       |
| ALSCO - AMERICAN LINEN DIVI                        | LBOI2031476    | 200 10TH ST                           | 41.64              |                       |
| CINTAS   | 5128607767     | SERVICE CABINET ORGANIZED             | 75.63              |                       |
| MOUNTAIN FIRE SPRINKLER                            | 3285           | Annual Fire Sprinkler Inspections     | 700.00             |                       |
| NORCO  | 35987341       | CYLINDER RENTAL                       | 238.50             |                       |
| NORCO  | 36217551       | CYLINDER RENTAL                       | 246.45             |                       |
| TREASURE VALLEY COFFEE INC                         | 2160:08560104  | COFFEE, TEA, HOT CHOC                 | 115.30             |                       |
| <b>01-4310-6920 SIGNS &amp; SIGNALIZATION</b>      |                |                                       |                    |                       |
| A.C. HOUSTON LUMBER CO.                            | 2210-500506    | GORILLA HVY DUTY                      | 19.98              |                       |
| A.C. HOUSTON LUMBER CO.                            | 2210-999883    | GORILLA HVY DUTY MNTH TAPE            | 23.98              |                       |
| K & T STEEL CORP.                                  | 0019535-IN     | STEEL FOR SIGN BASES                  | 609.00             |                       |
| <b>01-4310-6930 STREET LIGHTING</b>                |                |                                       |                    |                       |
| IDAHO POWER  | 2200059315 10  | 2200059315 101222                     | 5.31               |                       |
| IDAHO POWER  | 2200506786 10  | 2200506786 101222                     | 7.47               |                       |
| IDAHO POWER  | 2201174667 10  | 2201174667 101222                     | 13.10              |                       |
| IDAHO POWER  | 2202627564 10  | 2202627564 101222                     | 8.86               |                       |
| IDAHO POWER  | 2204882910 10  | 2204882910 101422                     | 706.19             |                       |
| IDAHO POWER  | 2205963446 10  | 2205963446                            | 55.55              |                       |
| IDAHO POWER  | 2224304721 10  | 2224304721                            | 5.31               |                       |
| <b>01-4310-6950 MAINTENANCE &amp; IMPROVEMENTS</b> |                |                                       |                    |                       |
| A.C. HOUSTON LUMBER CO.                            | 2210--995720   | 2*4-10 FIR LARCH S-DRY                | 8.75               |                       |
| WALKER SAND AND GRAVEL                             | 1090256        | 15.42 TON 3/4" ROADBASE               | 140.93             |                       |
| Total STREET:                                      |                |                                       | 16,923.82          |                       |
| <b>RECREATION</b>                                  |                |                                       |                    |                       |
| <b>01-4510-2505 HEALTH REIMBURSEMENT ACCT(HRA)</b> |                |                                       |                    |                       |
| NBS-NATIONAL BENEFIT SERVI                         | CP331260       | HRA Medical                           | 127.78             |                       |
| <b>01-4510-3250 RECREATION SUPPLIES</b>            |                |                                       |                    |                       |
| OHIO GULCH TRANSFER STATIO                         | 234200         | 72.00 TON TRANSFER                    | 11.52              |                       |
| US BANK  | 7926 102522    | BRACKET MAKING KIT, LOOM RUBBER BANDS | 35.41              |                       |
| US BANK  | 7926 102522    | VALLEY WIDE WOOD PELLETS              | 6.69               |                       |
| US BANK  | 7926 102522    | LETTUCE GROW-VEGGIES & FRIUT          | 86.55              |                       |
| US BANK  | 7926 102522    | TUBBS BERRY FARM                      | 125.00             |                       |

| Vendor Name  | Invoice Number | Description  | Net Invoice Amount | Purchase Order Number |
|--|----------------|--|--------------------|-----------------------|
| US BANK  | 7926 102522    | HOT GLUE STICKS                                      | 33.98              |                       |
| <b>01-4510-3300 RESALE ITEMS-CONCESSION SUPPLY</b>     |                |  |                    |                       |
| ATKINSONS' MARKET                                      | 02616091       | EGGS, ORANGES  | 13.65              |                       |
| ATKINSONS' MARKET                                      | 02618993       | PARMESAN   | 3.71               |                       |
| ATKINSONS' MARKET                                      | 02619948       | WhiPPED CREAM  | 7.38               |                       |
| ATKINSONS' MARKET                                      | 02622739       | NAB HONEY MAID G                                     | 6.17               |                       |
| ATKINSONS' MARKET                                      | 04277967       | BAR S MEAT FRANK, CRESANT                            | 38.79              |                       |
| ATKINSONS' MARKET                                      | 05589024       | MILK, BANANA, VANILLA                                | 24.24              |                       |
| ATKINSONS' MARKET                                      | 06626527       | BEANS, GRND BEEF, APPLES                             | 21.82              |                       |
| ATKINSONS' MARKET                                      | 08550029       | APPLES   | 18.20              |                       |
| ATKINSONS' MARKET                                      | 08552567       | FRUIT, SPICES, DOUGH, SOAP ETC                       | 144.72             |                       |
| ATKINSONS' MARKET                                      | 085549408      | CREAM CHEESE, NUTELLA, CLB SQUEEZE,<br>CASERA, FRUIT | 37.65              |                       |
| ATKINSONS' MARKET                                      | 09569813       | NONFOOD GROCERY CREDIT                               | 9.17-              |                       |
| <b>01-4510-3500 MOTOR FUELS &amp; LUBRICANTS</b>       |                |  |                    |                       |
| CHRISTENSEN INC.                                       | 1004966        | 37268 101522   | 148.97             |                       |
| <b>01-4510-4410 ADVERTISING &amp; PUBLICATIONS</b>     |                |  |                    |                       |
| EXPRESS PUBLISHING, INC.                               | 10002196 0930  | 10002196 093022                                      | 306.00             |                       |
| <b>01-4510-6000 REPAIR &amp; MAINT--AUTOMOTIVE EQU</b> |                |  |                    |                       |
| KETCHUM AUTO INC                                       | 97429          | 2007 DODGE- SERVICE/DIAGNOSE                         | 792.55             |                       |
| Total RECREATION:                                      |                |  | 1,981.61           |                       |
| Total GENERAL FUND:                                    |                |  | 96,066.12          |                       |
| <b>WAGON DAYS FUND</b>                                 |                |  |                    |                       |
| <b>WAGON DAYS EXPENDITURES</b>                         |                |  |                    |                       |
| <b>02-4530-2900 AWARDS</b>                             |                |  |                    |                       |
| DECKARD, HEATHER LaMONICA                              | R103122        | POSTAGE REIMBURSEMENT                                | 45.75              |                       |
| <b>02-4530-3200 OPERATING SUPPLIES</b>                 |                |  |                    |                       |
| US BANK  | 6235 102522    | WIX  | 30.00              |                       |
| Total WAGON DAYS EXPENDITURES:                         |                |  | 75.75              |                       |
| Total WAGON DAYS FUND:                                 |                |  | 75.75              |                       |
| <b>GENERAL CAPITAL IMPROVEMENT FD</b>                  |                |  |                    |                       |
| <b>GENERAL CIP EXPENDITURES</b>                        |                |  |                    |                       |
| <b>03-4193-7100 SUN VALLEY RD MILL &amp; OVERLAY</b>   |                |  |                    |                       |
| GALENA ENGINEERING, INC.                               | 1318-186       | SUN VALLEY RD RECONSTRUCTION                         | 1,158.08           |                       |
| CITY OF SUN VALLEY                                     | 2022-9         | SUN VALLEY RD RECONSTRUCTION (JACOBS)                | 165,944.90         | 22098                 |
| JACOBS ENGINEERING GROUP, I                            | D3576100-011   | Sun Valley Road Rehabilitation Eng (21-22)           | 2,905.00           |                       |
| <b>03-4193-7193 MAIN ST/WARM SPRINGS DESIGN</b>        |                |  |                    |                       |
| EXPRESS PUBLISHING, INC.                               | 10002196 0930  | 10002196 093022                                      | 510.28             |                       |
| Total GENERAL CIP EXPENDITURES:                        |                |  | 170,518.26         |                       |
| <b>FACILITY MAINT CIP EXPENDITURE</b>                  |                |  |                    |                       |

| Vendor Name                                  | Invoice Number | Description                               | Net Invoice Amount | Purchase Order Number |
|--|----------------|---|--------------------|-----------------------|
| <b>03-4194-7110 FORD RANGER</b>              |                |   |                    |                       |
| MOUNTAIN HOME AUTO RANCH                     | 22043 INCREA   | FORD Ranger 4 WD Super Cab price increase | 754.00             | 22043                 |
| Total FACILITY MAINT CIP EXPENDITURE:        |                |   | 754.00             |                       |
| Total GENERAL CAPITAL IMPROVEMENT FD:        |                |   | 171,272.26         |                       |
| <b>ORIGINAL LOT FUND</b>                     |                |   |                    |                       |
| <b>ORIGINAL LOT TAX</b>                      |                |   |                    |                       |
| <b>22-4910-6060 EVENTS/PROMOTIONS</b>        |                |   |                    |                       |
| LIVE AUDIO PRODUCTION LLC                    | COK 0175       | KETCH'EM ALIVE AUDIO SERVICE              | 2,400.00           |                       |
| MOUNTAIN RIDES                               | 12021          | NIGHTMARE ON MAIN ST BLUE ROUTE           | 1,000.00           |                       |
| PERFORMANCE AUDIO LLC                        | P192618        | AUDIO SYSTEM EQUIPMENT                    | 9,485.10           | 22077                 |
| PERFORMANCE AUDIO LLC                        | P198240        | SUBWOOFER                                 | 5,036.40           |                       |
| ROAD WORK AHEAD TRAFFIC S                    | TS--18432      | TRAILING OF THE SHEEP TRAFFIC CONTROL     | 5,000.00           |                       |
| <b>22-4910-6080 MOUNTAIN RIDES</b>           |                |   |                    |                       |
| MOUNTAIN RIDES                               | 12014          | TRANSPORTATION SERVICES                   | 64,083.34          | 23012                 |
| Total ORIGINAL LOT TAX:                      |                |   | 87,004.84          |                       |
| Total ORIGINAL LOT FUND:                     |                |   | 87,004.84          |                       |
| <b>FIRE CONSTRUCTION FUND</b>                |                |   |                    |                       |
| <b>FIRE FUND EXP/TRNFRS</b>                  |                |   |                    |                       |
| <b>42-4800-7450 EQUIPMENT</b>                |                |   |                    |                       |
| CURTIS TOOLS FOR HEROES                      | INV637928      | COMMERCIAL FRONT LOAD WASHER/EXTRACTOR    | 7,988.45           | 23002                 |
| <b>42-4800-7800 CONSTRUCTION</b>             |                |   |                    |                       |
| US BANK                                      | 9939 102522    | GBCI LEED-NC CONSTRUCTION REVIEW          | 775.00             |                       |
| COLE ARCHITECTS PLLC                         | 2169           | 18-022 KETCHUM FIRE STATION PROJECT       | 4,620.36           |                       |
| Total FIRE FUND EXP/TRNFRS:                  |                |   | 13,383.81          |                       |
| Total FIRE CONSTRUCTION FUND:                |                |   | 13,383.81          |                       |
| <b>IN-LIEU HOUSING FUND</b>                  |                |   |                    |                       |
| <b>IN-LIEU HOUSING EXPENDITURES</b>          |                |   |                    |                       |
| <b>52-4410-7116 BLUEBIRD VILLAGE HOUSING</b> |                |   |                    |                       |
| BLAINE COUNTY TITLE                          | BLUEBIRD W     | BLUEBIRD #2 PAYMENT                       | 768,448.82         |                       |
| Total IN-LIEU HOUSING EXPENDITURES:          |                |   | 768,448.82         |                       |
| Total IN-LIEU HOUSING FUND:                  |                |   | 768,448.82         |                       |
| <b>CITY/COUNTY HOUSING</b>                   |                |   |                    |                       |
| <b>CITY/COUNTY HOUSING EXPENSE</b>           |                |   |                    |                       |
| <b>54-4410-4200 PROFESSIONAL SERVICES</b>    |                |   |                    |                       |
| CONNELLY, CARISSA                            | 12             | COMMUNITY HOUSING CONSULTING              | 5,891.98           |                       |
| CONNELLY, CARISSA                            | 12             | extend 400 hours                          | 23,536.25          | 22038                 |
| CONNELLY, CARISSA                            | 12             | COMMUNITY HOUSING CONSULTING              | 948.02             | 22038                 |
| CONNELLY, CARISSA                            | 12             | COMMUNITY HOUSING CONSULTING              | 2,645.25           | 22038                 |
| COPY & PRINT, L.L.C.                         | 124391         | POSTERS                                   | 49.99              |                       |
| US BANK                                      | 6235 102522    | JOHNNY G'S SUBSHACK                       | 429.30             |                       |

| Vendor Name  | Invoice Number | Description  | Net Invoice Amount | Purchase Order Number |
|--|----------------|--|--------------------|-----------------------|
| US BANK  | 6235 102522    | HAILEY CHAMBER OF COMM                                     | 500.00             |                       |
| US BANK  | 6235 102522    | WRAPCITY   | 186.65             |                       |
| AGNEW BECK CONSULTING INC                          | 10838          | QUARTERLY MEETING, COORDNATION MEETING                     | 3,127.76           |                       |
| NESTED STRATEGIES                                  | 1096           | HOUSING PHILANTHROPY                                       | 1,062.50           |                       |
| LANDING, INC.                                      | 1407           | LEASE TO LOCALS RENTAL PROGRAM                             | 8,790.00           | 22120                 |
| RIAN ROONEY  | 3              | Housing Research & Project                                 | 2,287.50           | 22121                 |
| <b>54-4410-4210 LEASE TO LOCALS</b>                |                |  |                    |                       |
| SACKBAUER, LUCY BOLES                              | R103122        | LEASE TO LOCAL GRANT PROGRAM                               | 2,250.00           |                       |
| Total CITY/COUNTY HOUSING EXPENSE:                 |                |  | 51,705.20          |                       |
| Total CITY/COUNTY HOUSING:                         |                |  | 51,705.20          |                       |
| <b>WATER FUND</b>                                  |                |  |                    |                       |
| <b>WATER EXPENDITURES</b>                          |                |  |                    |                       |
| <b>63-4340-3120 DATA PROCESSING</b>                |                |  |                    |                       |
| BILLING DOCUMENT SPECIALIS                         | 84729          | Postage & Mailings   | 455.51             |                       |
| <b>63-4340-3200 OPERATING SUPPLIES</b>             |                |  |                    |                       |
| A.C. HOUSTON LUMBER CO.                            | 2210-997657    | 4" X 10' GORILLA PATCH & SEAL, AAA BATT 8PK                | 25.98              |                       |
| ALSCO - AMERICAN LINEN DIVI                        | LBOI2029711    | 110 RIVER RANCH RD - ADMIN - 100722                        | 30.50              |                       |
| ALSCO - AMERICAN LINEN DIVI                        | LBOI2029713    | 110 RIVER RANCH RD - WATER - 100722                        | 60.59              |                       |
| PIPECO, INC.                                       | S4828170.001   | PIPEWRAP TAPE, BLUE MONSTER TEFLON, GLOVES                 | 46.51              |                       |
| PIPECO, INC.                                       | S4830959.001   | BLUE MARKING PAINT   | 64.76              |                       |
| <b>63-4340-3500 MOTOR FUELS &amp; LUBRICANTS</b>   |                |  |                    |                       |
| CHRISTENSEN INC.                                   | 1004969        | 37271 101522   | 565.41             |                       |
| <b>63-4340-3800 CHEMICALS</b>                      |                |  |                    |                       |
| GEM STATE WELDERS SUPPLY,I                         | 842281         | Hypochlorite Solution                                      | 290.00             |                       |
| <b>63-4340-4200 PROFESSIONAL SERVICES</b>          |                |  |                    |                       |
| BANYAN TECHNOLOGY INC.                             | 20964          | BIG WOOD TANK - Trouble Shoot Problems caused by lightning | 1,174.01           |                       |
| MOUNTAIN FIRE SPRINKLER                            | 3286           | Annual Fire Sprinkler Inspections                          | 420.00             |                       |
| AWSI   | 548358         | Random Drug Test   | 51.25              |                       |
| <b>63-4340-4900 PERSONNEL TRAINING/TRAVEL/MTG</b>  |                |  |                    |                       |
| US BANK  | 5198 102522    | IDAHO RURAL WATER ASSOCIATION- WATER UTILITY SAFETY        | 225.00             |                       |
| US BANK  | 5198 102522    | IDAHO.GOV 54182274   | 30.00              |                       |
| US BANK  | 5198 102522    | IDAHO.GOV 54181914   | 30.00              |                       |
| US BANK  | 5198 102522    | IDAHO.GOV 54181856   | 30.00              |                       |
| <b>63-4340-5100 TELEPHONE &amp; COMMUNICATIONS</b> |                |  |                    |                       |
| CENTURY LINK                                       | 2087250715 19  | 2087250715 195B 100422                                     | 127.97             |                       |
| SYRINGA NETWORKS, LLC                              | 20303 10012    | 14523 100122   | 325.00             |                       |
| VERIZON WIRELESS                                   | 9918125451     | 365516521 101322   | 123.13             |                       |
| <b>63-4340-5200 UTILITIES</b>                      |                |  |                    |                       |
| IDAHO POWER  | 2202458903 10  | 2202458903 102022  | 358.61             |                       |
| IDAHO POWER  | 2206786259 10  | 2206786259 102022  | 22.42              |                       |
| <b>63-4340-6000 REPAIR &amp; MAINT-AUTO EQUIP</b>  |                |  |                    |                       |
| RIVER RUN AUTO PARTS                               | 6538-183950    | DUAL TERMINAL BATTERY                                      | 322.81             |                       |



| Vendor Name   | Invoice Number | Description                                 | Net Invoice Amount | Purchase Order Number |
|---|----------------|---|--------------------|-----------------------|
| <b>63-4340-6100 REPAIR &amp; MAINT-MACH &amp; EQUIP</b> |                |   |                    |                       |
| A.C. HOUSTON LUMBER CO.                                 | 2210-992345    | 2" DOW BLUE BOARD 2X8 R10                   | 76.70              |                       |
| FERGUSON ENTERPRISES, LLC                               | 0837823        | 4-8 LG HOT TAP CHG                          | 750.00             |                       |
| PIPECO, INC.  | S4820596.001   | CURB STOP 2" LEAD FREE                      | 338.01             |                       |
| SILVER CREEK SUPPLY                                     | 0008316640.00  | 2" LEAD FREE BRASS 90 FXF, BRASS NIPPLE     | 119.44             |                       |
| SILVER CREEK SUPPLY                                     | 0008432363-00  | NIPPLE, 90FXF, BUSHING, CLAMP               | 136.71             |                       |
| SILVER CREEK SUPPLY                                     | 0008456720-00  | RHORTO5005                                  | 285.47             |                       |
| Total WATER EXPENDITURES:                               |                |   | 6,485.79           |                       |
| Total WATER FUND:                                       |                |   | 6,485.79           |                       |
| <b>WATER CAPITAL IMPROVEMENT FUND</b>                   |                |   |                    |                       |
| <b>WATER CIP EXPENDITURES</b>                           |                |   |                    |                       |
| <b>64-4340-7650 WATER METERS</b>                        |                |   |                    |                       |
| FERGUSON ENTERPRISES, LLC                               | 0783483        | LF 1 IPERL 1MG SM 6 3W                      | 5,680.87           |                       |
| Total WATER CIP EXPENDITURES:                           |                |   | 5,680.87           |                       |
| Total WATER CAPITAL IMPROVEMENT FUND:                   |                |   | 5,680.87           |                       |
| <b>WASTEWATER FUND</b>                                  |                |   |                    |                       |
| <b>WASTEWATER EXPENDITURES</b>                          |                |   |                    |                       |
| <b>65-4350-2505 HEALTH REIMBURSEMENT ACCT(HRA)</b>      |                |   |                    |                       |
| NBS-NATIONAL BENEFIT SERVI                              | CP331260       | HRA Medical                                 | 283.24             |                       |
| <b>65-4350-2515 VISION REIMBURSEMENT ACCT(HRA)</b>      |                |   |                    |                       |
| NBS-NATIONAL BENEFIT SERVI                              | CP331260       | HRA Vision                                  | 361.00             |                       |
| <b>65-4350-3120 DATA PROCESSING</b>                     |                |   |                    |                       |
| BILLING DOCUMENT SPECIALIS                              | 84729          | Postage & Mailings                          | 683.27             |                       |
| <b>65-4350-3200 OPERATING SUPPLIES</b>                  |                |   |                    |                       |
| A.C. HOUSTON LUMBER CO.                                 | 2210-500260    | SPRAY PAINT FLAT BLACK, 4-1/2 FLAP DISC 60G | 47.94              |                       |
| ALSCO - AMERICAN LINEN DIVI                             | LBOI2029711    | 110 RIVER RANCH RD - ADMIN - 100722         | 30.50              |                       |
| ALSCO - AMERICAN LINEN DIVI                             | LBOI2029712    | 110 RIVER RANCH RD - WASTEWATER - 100722    | 136.40             |                       |
| ATKINSONS' MARKET                                       | 01258617       | DISITLLED WATER                             | 15.65              |                       |
| ATKINSONS' MARKET                                       | 05590067       | DISITLLED WATER                             | 15.33              |                       |
| NORTH CENTRAL LABORATORI                                | 477495         | Analytical Filter Funnel                    | 348.90             |                       |
| UPS STORE #2444   | MMN7FR5CD      | WATER SAMPLES                               | 15.06              |                       |
| UPS STORE #2444   | MMN7FR5E5P     | WATER SAMPLES                               | 15.25              |                       |
| UPS STORE #2444   | MMN7FR5YU      | WATER SAMPLES                               | 15.99              |                       |
| HOEFER, ZACH  | WEB19664553    | Uniform Reimbursement Work Boots            | 234.11             |                       |
| <b>65-4350-3400 MINOR EQUIPMENT</b>                     |                |   |                    |                       |
| US BANK   | 5198 102522    | MILWAUKEE IMPACT DRIVER                     | 73.99              |                       |
| US BANK   | 5198 102522    | REPLACEMENT BATTERY COMP MILWAUKEE          | 62.99              |                       |
| <b>65-4350-3500 MOTOR FUELS &amp; LUBRICANTS</b>        |                |   |                    |                       |
| CHRISTENSEN INC.  | 1004968        | 37270 101522                                | 152.52             |                       |
| <b>65-4350-3800 CHEMICALS</b>                           |                |   |                    |                       |
| THATCHER COMPANY, INC.                                  | 2022100124392  | ALUMINUM SULFATE                            | 7,840.50           | 23004                 |
| USA BLUEBOOK  | 157870         | PHOSPHORUS TNT+ LOW RANGE REACTIVE & TOTAL  | 180.28             |                       |

| Vendor Name   | Invoice Number | Description  | Net Invoice Amount | Purchase Order Number |
|---|----------------|--|--------------------|-----------------------|
| <b>65-4350-4200 PROFESSIONAL SERVICES</b>               |                |  |                    |                       |
| EAGLE GATE SYSTEMS LLC                                  | 1025           | Annual Gate Service                                  | 793.85             |                       |
| WESTERN STATES CAT                                      | IN002188829    | CAT GENERATOR REPAIR                                 | 1,295.00           |                       |
| JESUS FREAK CONSULTING                                  | 221022A        | Backflow Assembly Testing                            | 455.00             |                       |
| AWSI  | 548358         | Random Drug Test                                     | 51.25              |                       |
| <b>65-4350-4900 PERSONNEL TRAINING/TRAVEL/MTG</b>       |                |  |                    |                       |
| US BANK   | 5198 102522    | CEUPLAN WASTEWATER PONDS, CLARIFIER, GRIT REMOVAL    | 121.30             |                       |
| <b>65-4350-5100 TELEPHONE &amp; COMMUNICATIONS</b>      |                |  |                    |                       |
| CENTURY LINK  | 2087268953 40  | 2087268953 402B 101322                               | 63.98              |                       |
| SYRINGA NETWORKS, LLC                                   | 20303 10012    | 146523 100122  | 325.00             |                       |
| VERIZON WIRELESS  | 9917974805     | 965494438 101022                                     | 66.03              |                       |
| <b>65-4350-5200 UTILITIES</b>                           |                |  |                    |                       |
| IDAHO POWER   | 2202158701 10  | 2202158701 102022                                    | 9,674.37           |                       |
| IDAHO POWER   | 2202703357 10  | 2202703357 102022                                    | 78.87              |                       |
| IDAHO POWER   | 2206786259 10  | 2206786259 102022                                    | 22.43              |                       |
| OHIO GULCH TRANSFER STATIO                              | ST 093022      | 92822-92922 ASPHALT DIRT LUMBER (88 TICKETS)         | 17,038.60          |                       |
| <b>65-4350-6000 REPAIR &amp; MAINT-AUTO EQUIP</b>       |                |  |                    |                       |
| NAPA AUTO PARTS   | 123544         | SLICK DISCS - TRAILER FIFTH                          | 25.82              |                       |
| NAPA AUTO PARTS   | 124608         | SLICK DISCS - TRAILER FIFTH, BRAKE CHAMBER           | 104.46             |                       |
| <b>65-4350-6100 REPAIR &amp; MAINT-MACH &amp; EQUIP</b> |                |  |                    |                       |
| US BANK   | 5198 102522    | THE POND GUY- AERATION KIT                           | 68.24              |                       |
| <b>65-4350-6900 COLLECTION SYSTEM SERVICES/CHA</b>      |                |  |                    |                       |
| FERGUSON ENTERPRISES, LLC                               | 0837547        | 10 CONC X 10 CI PVC COUP RC                          | 354.80             |                       |
| IDAHO LUMBER & HARDWARE                                 | 102155         | RAM TAMPER COMPACTOR                                 | 104.40             |                       |
| NAPA AUTO PARTS   | 122182         | BLUE DEF 2.5 GAL                                     | 31.98              |                       |
| OHIO GULCH TRANSFER STATIO                              | 232523         | Asphalt DIRT Lumber                                  | 39.00              |                       |
| CHRISTENSEN INC.  | 1004968        | 37270 101522   | 561.47             |                       |
| USA BLUEBOOK  | 139671         | INVERTED GREEN PAINT - CASE                          | 208.49             |                       |
| VERIZON WIRELESS  | 9917974805     | 965494438 101022                                     | 41.56              |                       |
| WALKER SAND AND GRAVEL                                  | 1084587        | 6.6 TON 3/4" ROADBASE                                | 63.75              |                       |
| WALKER SAND AND GRAVEL                                  | 1085337        | 9.11 TON 3/4" ROADBASE, 11.4 TON IMPORTED CLEAN FILL | 162.99             |                       |
| Total WASTEWATER EXPENDITURES:                          |                |  | 42,265.56          |                       |
| Total WASTEWATER FUND:                                  |                |  | 42,265.56          |                       |
| <b>WASTEWATER CAPITAL IMPROVE FND</b>                   |                |  |                    |                       |
| <b>WASTEWATER CIP EXPENDITURES</b>                      |                |  |                    |                       |
| <b>67-4350-7600 BOB CAT UW56 TOOLCAT</b>                |                |  |                    |                       |
| CLARK EQUIPMENT COMPANY                                 | 2971797        | Quote# RLF-02911: Bobcat UW56 Toolcat w/ Snow Blower | 63,374.60          | 22053                 |
| <b>67-4350-7813 CAPITAL IMP PLAN(NO SHARING)</b>        |                |  |                    |                       |
| COPY CENTER LLC   | 2394           | TRIFOLD MAILERS, STICKERS, POSTAGE, LABOR            | 3,872.26           |                       |
| EXPRESS PUBLISHING, INC.                                | 10002196 0930  | 10002196 093022                                      | 510.28             |                       |
| BD CONSULTING LLC                                       | KET 2023-01    | GENERAL DISCUSSIONS, CIP, W&WW REVIEW                | 562.50             |                       |
| Total WASTEWATER CIP EXPENDITURES:                      |                |  | 68,319.64          |                       |

| Vendor Name  | Invoice Number | Description                               | Net Invoice Amount | Purchase Order Number |
|--|----------------|---|--------------------|-----------------------|
| Total WASTEWATER CAPITAL IMPROVE FND:              |                |   | 68,319.64          |                       |
| <b>PARKS/REC DEV TRUST FUND</b>                    |                |   |                    |                       |
| <b>PARKS/REC TRUST EXPENDITURES</b>                |                |   |                    |                       |
| <b>93-4900-5910 WARM SPRINGS PRESR-RESTORATION</b> |                |   |                    |                       |
| EXPRESS PUBLISHING, INC.                           | 10002196 0930  | 10002196 093022                           | 1,088.40           |                       |
| NESTED STRATEGIES                                  | 1096           | Warm Spring PRESERVE PHILANTHROPY COUNSEL | 2,687.50           |                       |
| <b>93-4900-7300 KETCH'EM ALIVE</b>                 |                |   |                    |                       |
| PERFORMANCE AUDIO LLC                              | P192167        | AUDIO SYSTEM EQUIPMENT                    | 2,979.28           | 22077                 |
| Total PARKS/REC TRUST EXPENDITURES:                |                |   | 6,755.18           |                       |
| Total PARKS/REC DEV TRUST FUND:                    |                |   | 6,755.18           |                       |
| <b>DEVELOPMENT TRUST FUND</b>                      |                |   |                    |                       |
| <b>DEVELOPMENT TRUST EXPENDITURES</b>              |                |   |                    |                       |
| <b>94-4900-8000 PEG GATEWAY MARRIOT AUTOGRAPH</b>  |                |   |                    |                       |
| WHITE PETERSON                                     | 24892R 093022  | GATEWAY HOTEL DEVELOPMENT PROPOSAL 093022 | 997.50             |                       |
| Total DEVELOPMENT TRUST EXPENDITURES:              |                |   | 997.50             |                       |
| Total DEVELOPMENT TRUST FUND:                      |                |   | 997.50             |                       |
| Grand Totals:                                      |                |   | 1,318,461.34       |                       |

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

November 7, 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 November 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 1<sup>st</sup>. 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 \$162.74 from approval of this license 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> |
|----------------------------|----------------------------------|--|----------------------------------|--|---------------|----------------------------------|
| Johnny G's Subshack by TNT | X                                |  |                                  |  |               | \$162.74                         |

Sincerely,

Shellie Gallagher  
Treasurer

Attachments: Alcohol application



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](http://xpressbillpay.com). For questions, please e-mail [finance@ketchumidaho.org](mailto:finance@ketchumidaho.org) or call (208) 726-3841.

| APPLICANT INFORMATION   |  |  |
|---|--|--|
| Applicant Name: <b>Sinjin Thomas</b>  |  | Doing Business As: <b>Johnny G's Subshack by TNT</b> |
| Physical Address where license will be displayed: <b>371 Washington Ave. N Ketchum, ID 83340</b>  |  |  |
| Mailing Address: <b>P.O. Box 3673 Ketchum, ID 83340</b>   |  |  |
| Recorded Owner of Property: <b>Rich Eccles</b>  |  |  |
| Applicant Phone Number: <b>(208)-721-1320</b>   |  | Applicant Email: <b>johnnygtnt@gmail.com</b>         |
| STATE LICENSE NO: (copy required)   | COUNTY LICENSE NO: (copy required)   |  |
| Corporation: <input type="checkbox"/><br>Partnership: <input checked="" type="checkbox"/><br>Individual: <input type="checkbox"/><br>If Applicant is a Partnership or Corporation, is the corporation authorized to do business in Idaho?<br>Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>  | List names and addresses of corporation officers and/or partners:<br><b>Trevor Thomas</b><br>_____<br>_____<br>_____ |  |
| 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 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  |  | <b>\$162.74</b>                                      |
| 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.



owner

Applicant Signature

Relation to Business

10/3/22

Date

\_\_\_\_\_  
City Clerk or Deputy Signature

| OFFICIAL USE ONLY   |                            |                   |
|---|----------------------------|-------------------|
| Date Received: 10/12/22   | License Fee Paid: \$162.74 | License No: 7114A |
| <p>To the City Council, Ketchum, Idaho;<br/>The undersigned, a Corporation <input type="checkbox"/> Partnership <input checked="" type="checkbox"/> Individual <input type="checkbox"/>, does hereby make application for a license to sell during the year of: <u>November 7, 2022 - August 31, 2023</u></p> <p>Approved by City of Ketchum Idaho by;</p> <p>_____<br/>Mayor</p> |                            |                   |



## City of Ketchum

November 7, 2022

Mayor Bradshaw and City Councilors  
City of Ketchum  
Ketchum, Idaho

Mayor Bradshaw and City Councilors:

### **Recommendation To Enter into Contract 23009 with Sun Valley Economic Development**

#### Recommendation and Summary

Staff is recommending the council approve the annual contract with Sun Valley Economic Development (SVED) and adopt the following motion:

**"I move to authorize the Mayor to sign Contract 23009 with Sun Valley Economic Development."**

The reasons for the recommendation are as follows:

- The City contracts with SVED for specific services as identified in the contract.
- The funding was approved in the FY23 adopted budget.

#### Introduction and History

The proposed contract is consistent with the last several years as it relates to the scope of associated services.

#### Analysis

SVED provides the City with specific support and analysis for the attraction, retention, and support of businesses within the community.

#### Sustainability

Approval of contract will assist with the economic sustainability of our community.

#### Financial Impact

The cost for services is \$15,000 for the year and funding will be allocated from the Local Option Tax Account within the approved FY23 budget.

#### Attachments

Attachment A: Proposed Contract 23009

Attachment B: Performance Criteria

## CONTRACT FOR SERVICES 23009

THIS CONTRACT FOR SERVICES (“Agreement”) is made and entered into this 17<sup>th</sup> day of October 2022, by and between the CITY OF KETCHUM, an Idaho municipal corporation (hereinafter referred to as “Ketchum”) and Sun Valley Economic Development, an Idaho non-profit corporation (hereinafter referred to as “SVED”).

### RECITALS

- A. Ketchum is a resort city, as defined by Idaho Code § 50-1044, deriving the major portion of its economic well-being from businesses catering to recreational needs and the needs of people traveling to Ketchum for an extended period of time;
- B. Ketchum has the authority to enter into contracts and to take such steps as are reasonably necessary to maintain the health, safety and welfare of the City which includes the promotion of its trade, commerce, and industry;
- E. SVED is experienced in providing economic development support for the advancement of the trade, commerce, and industry of the tourism-based economy of Ketchum;
- F. SVED desires to create a strong economic climate for the City of Ketchum and the surrounding community and region;
- G. It is in the best interest of the public health, safety, welfare, and prosperity of the City to promote the region and attract new businesses through targeted, economic development efforts. These activities, and any costs associated therein, are determined to be ordinary and necessary expenses for the economic well-being of Ketchum and its residents and guests;
- H. Ketchum desires to contract with SVED for professional services to provide economic development services that will increase the number of businesses hiring permanent, full-time jobs within the City of Ketchum;
- I. The parties acknowledge and agree that all funds paid to SVED under this Agreement shall be used to provide services for Ketchum for the purpose of job creation, which is a direct quantifiable and measurable result of investing public funds for a public purpose; and
- J. Subject to the terms and conditions of this Agreement, the parties wish to enter into this agreement to provide the services described herein.

### AGREEMENT

NOW THEREFORE, Ketchum and SVED, for and in consideration of the preceding recitals, mutual promises and covenants hereinafter set forth, do hereby agree as follows:



1. Consideration. In consideration for providing the services provided herein, Ketchum agrees to pay SVED the maximum sum of fifteen thousand dollars (\$15,000) for the term set forth in section 2 herein. Subject to the terms and conditions set forth herein, Ketchum shall make payments in four quarterly installments.
2. Term. Unless terminated pursuant to Section 7(B) of this Agreement and notwithstanding the date of execution hereof, this Agreement shall be in effect from October 1, 2022, until September 30, 2023.
3. Scope of Services. SVED shall provide the services presented in Attachment A to this contract.
4. Budget, IRS Filings, Annual Work Plan, Monthly Record Keeping and Availability of Records.
  - a. Budget. Within thirty (30) days after the execution of this Agreement, SVED shall submit a 2022 Year-to-Date P&L and Balance Sheet for SVED, which is satisfactory to Ketchum showing income, expenses and particular fund balances. SVED shall submit its 2022/23 Operating Budget to Ketchum when such budget has been approved by the SVED Board. This operating budget shall contain sufficient information and detail to permit meaningful review by the public.
  - b. IRS Filings. Within fifteen days (15) days after execution of this Agreement, SVED shall submit to Ketchum IRS Form 990 and all associated documents for the previous two (2) years of operation.
  - c. Financial Accounting and Reporting Requirements. SVED shall submit to Ketchum a year-end financial statement which shall be prepared in a format that details the expenditure of Ketchum funds paid to SVED under the terms of this Agreement. The City may request additional financial information it deems necessary or appropriate to assist the City in verifying the accuracy of SVED's financial records. Any duly authorized agents of the City shall be entitled to inspect and audit all books and records of SVED only for compliance with the terms of this Agreement. In the event the financial report indicates that funds were used for purposes not permitted by this Agreement, SVED shall remit the disallowed amount to Ketchum within thirty (30) days of notification by Ketchum of such improper expenditures.
  - d. General Requests. Upon request, and within a reasonable time period, SVED shall submit any other information or reports relating to its activities under this Agreement to Ketchum in such form and at such time as Ketchum may reasonably require.
  - e. Retention of Records. SVED agrees to retain all financial records, supporting documents, statistical reports, client or membership records and contracts,

property records, minutes, correspondence, and all other accounting records or written materials pertaining to this Agreement for three (3) years following the expiration or termination of this Agreement. Ketchum, at its own expense, may review or audit the financial transactions undertaken by SVED under this Agreement to ensure compliance with the terms and conditions herein with reasonable prior notice and during the normal business hours of SVED.

5. Payments. To receive payments for the services described in Section 3 of this Agreement, SVED shall submit the quarterly reports described in paragraph 3(a) of this Agreement. The quarterly sum to be paid to SVED shall not exceed one quarter (1/4) of the total amount approved by this agreement for fiscal year 2023.
6. Record of Funds. In order to insure proper financial accountability, SVED shall maintain accurate records and accounts of all funds received from Ketchum, keeping such accounts and records separate and identifiable from all other accounts, and making such accounts and records available to the City during normal business hours, on request of the City. Compliance with this provision does not require a separate bank account for the funds. The funds paid to SVED by Ketchum shall be expended solely for operations and activities in conformance with this Agreement. Further, no such funds shall be transferred, spent, loaned or encumbered for other SVED activities or purposes other than for operations and activities in conformance with this Agreement.
7. Miscellaneous Provisions.
  - a. Notices. All notices to be served pursuant to this Agreement or which are served with regard to this Agreement shall be sent by certified mail, return receipt, to the parties at the following addresses:

City of Ketchum  
PO Box 2315  
Ketchum, Idaho 83340

Sun Valley Economic Development  
PO Box 3893  
Ketchum, ID 83340

All notices of changes of address shall be sent in the same manner.

- b. Termination. The parties hereto covenant and agree that in the event Ketchum, in its sole and absolute discretion, lacks sufficient funds to continue paying for SVED's services under this Agreement, Ketchum may terminate this Agreement without penalty upon thirty (30) days written notice. Upon receipt of such notice neither party shall have any further obligation to the other. In the event of early termination of this Agreement, SVED shall submit to Ketchum a report of expenditures authorized by this Agreement as of the effective date of

termination. Any Ketchum funds not encumbered for authorized expenditures at the date of termination shall be refunded to Ketchum within twenty (20) days.

- c. Independent Contractor. Ketchum and SVED hereby agree that the SVED shall perform the Services exclusively as an independent contractor and not as employee or agent of Ketchum. The Parties do not intend to create through this Agreement any partnership, corporation, employer/employee relationship, joint venture or other business entity or relationship other than that of independent contractor. SVED, its agents and employees shall not receive nor be entitled to any employment-related benefits from Ketchum including without limitation, workers compensation insurance, unemployment insurance, health insurance, retirement benefits or any benefit that Ketchum offers to its employees. SVED shall be solely responsible for the payment of all payroll and withholding taxes for amounts paid to SVED under this Agreement and for SVED's payments for work performed in performance of this Agreement by SVED, its agents and employees; and SVED hereby releases, holds harmless and agrees to indemnify Ketchum from and against any and all claims or penalties, including without limitation the 100% penalty, which in any manner relate to or arise from any failure to pay such payroll or withholding taxes.
- d. Compliance With Laws/Public Records. SVED acknowledges that Ketchum is a public agency subject to the Idaho Public Records Act. SVED will communicate with and cooperate with Ketchum upon request by Ketchum so as to identify, address, potentially disclose, and evaluate exemptions as necessary for records that may be subject to Idaho public records law.
- e. Non-assignment. This Agreement may not be assigned by or transferred by SVED, in whole or in part, without the prior written consent of Ketchum.
- f. Hold Harmless Agreement. SVED shall indemnify, defend and save and hold harmless Ketchum, its officers, agents, and employees, from and against any and all claims, loss, damages, injury or liability, including but not limited to, the misapplication of Ketchum funds, state or federal anti-trust violations, personal injury or death, damages to property, liability arising out of the use of materials, concepts, or processes protected by intellectual property rights and liens of workmen and material men, howsoever caused, resulting directly or indirectly from the performance of the Agreement by SVED.
- g. Entire Contract. This Agreement contains the entire contract between the parties hereto and shall not be modified or changed in any manner, except by prior written contract executed by both parties hereto.
- h. Succession. This Agreement shall be binding upon all successors in interest of either party hereto.

- i. No Third-Party Beneficiaries. This Agreement shall not create any rights or interest in any third parties.
- j. Law of Idaho. This Agreement shall be construed in accordance with the laws of the State of Idaho.
- k. Severability. If any clause, sentence, or paragraph of this Agreement is held by a court of competent jurisdiction to be invalid for any reason, such decision shall not affect the remaining portions, and the parties do now declare their intention that each such clause, sentence, or paragraph of this Agreement is a separate part hereof.
- l. Preparation of Contract. No presumption shall exist in favor of or against any party to this Agreement as a result of the drafting and preparation of the document.
- m. No Waiver. No waiver of any breach by either party of the terms of this Agreement shall be deemed a waiver of any subsequent breach of the Agreement.
- n. Attorney's Fees. In the event either party hereto is required to retain counsel to enforce a provision of this Agreement, to recover damages resulting from a breach hereof or if either party defaults in the performance of this Agreement, the prevailing party shall be entitled to recover from the other party all reasonable attorney's fees incurred herein or on appeal.
- o. Conflict of Interest. No officer or director of SVED who has decision making authority either by them self or by vote, and no immediate family member of such individual, shall have a direct pecuniary interest in any contract or subcontract for work to be performed in connection with this Agreement. SVED shall incorporate or cause to be incorporated in all such contracts, a provision prohibiting such interest pursuant to this provision.

IN WITNESS WHEREOF, the parties hereto have caused this Contract for Services to be executed on the day and year first written above.

**CITY OF KETCHUM**

**SUN VALLEY ECONOMIC DEVELOPMENT**

\_\_\_\_\_  
Neil Bradshaw, Mayor

\_\_\_\_\_  
Harry Griffith, Director

ATTEST:

\_\_\_\_\_  
Lisa Enourato, Interim City Clerk

## Sun Valley Economic Development - Performance Criteria 2022

| ANNUAL PERFORMANCE CRITERIA (APPROVED) |  |  |                          |                     |      |
|--|--|--|--------------------------|---------------------|------|
| Performance Objective Number           | Action Plan Category                       | Performance Criteria/Assessment  | Target Date for Delivery | Weight (1=lo, 3=hi) | %    |
| 1                                      | Business Attraction, Retention & Expansion | Attract & recruit businesses for relocation based on targeted criteria such as industry, scale, impacts & doability; support with provision of timely data | 30-Dec-22                | 3                   | 14%  |
| 2                                      |  | Introduce/propose/educate on/support 5 Federal/State /Local incentive programs to help local businesses  | 30-Dec-22                | 3                   | 14%  |
| 3                                      |  | Develop/support workforce housing project implementation   | 30-Dec-22                | 3                   | 14%  |
| 4                                      |  | Participate in 5 tourism/hospitality-related expansion activites/programs  | 30-Dec-22                | 2                   | 9%   |
| 5                                      |  | Expand professional & other programs at culinary institute   | 30-Dec-22                | 2                   | 9%   |
| 6                                      | Place Making                               | Provide strategic and/or analytical support for 3 community events   | 30-Dec-22                | 1                   | 5%   |
| 7                                      |  | Conduct a minimum of 4 annual conversations with each City government/representative   | 30-Dec-22                | 2                   | 9%   |
| 8                                      | Training                                   | Attend 3 community economic development seminars, conferences, networking and/or other events  | 30-Dec-22                | 1                   | 5%   |
| 9                                      |  | Participate in 5 Virtual Roundtables or other Commerce training/educational activities   | 30-Dec-22                | 1                   | 5%   |
| 10                                     | Other                                      | Visit 5 existing or new member businesses per month  | 30-Dec-22                | 3                   | 14%  |
| 11                                     |  | Secure 7 new or re-joining members for year  | 30-Dec-22                | 2                   | 9%   |
| 12                                     |  | Maintain YE membership at minimum of 85  | 30-Dec-22                | 2                   | 9%   |
| 13                                     |  | Deliver positive YE operating income, along with revised Summit outcome  | 30-Dec-22                | 3                   | 14%  |
|  |  |  |                          | 22                  | 100% |



## City of Ketchum

October 17, 2022

Mayor Bradshaw and City Councilors  
City of Ketchum  
Ketchum, Idaho

Mayor Bradshaw and City Councilors:

### **Recommendation to Extend Independent Contractor Agreement #20638 with Nested Strategies**

#### Recommendation and Summary

Staff is recommending the City Council approve an extension of Independent Contractor Agreement #20638 with Nested Strategies for services associated with donor relations for the Warm Springs Preserve master planning effort (30%) and philanthropy coordination and partner support related to the Ketchum's Housing Action Plan (70%).

**"I move to approve the extension of Independent Contractor Agreement #20638 between the city and Nested Strategies for six months."**

The reasons for the recommendation are as follows:

- Nested Strategies was an essential part of the successful private fundraising for the Warm Springs acquisition.
- Now that fundraising is complete, additional support is needed to ensure campaign promises are fulfilled (ex: donor recognition) and the community's voice is heard during the planning process.
- City staff does not have capacity or expertise to engage philanthropic resources related to the Housing Action Plan.

#### Introduction and History

On April 14, 2022, the city successfully purchased and preserved 65 acres of the Warm Springs Ranch property for \$8 million. The funds were raised entirely by the community – the city's successful campaign was led by Nested Strategies' Carter Cox. Communications with donors and the public will be paramount during the master planning process.

Many of the goals within the Housing Action Plan will only be reached via partnerships throughout the valley. Nested Strategies is currently working closely with the City's Housing Strategist and various organizations to create a 'philanthropy coordination model' and a 'housing project portfolio' for partners to use.

#### Sustainability Impact

There is no sustainability impact.

#### Financial Impact

The Warm Springs portion (30%) can be funded via the existing professional services budget and the housing portion (70%) was budgeted in the FY23 Housing budget.

#### Attachments

Amendment Agreement to Contract #20638

## **Proposed Scope of Work and Cost Estimate**

### **Philanthropic Counsel for Warm Spring Preserve and Ketchum Housing Action Plan**

The Warm Springs Preserve was recently acquired as the culmination of a comprehensive fundraising campaign to raise \$9M. To ensure long-term success, there will need to be clear communication and coordination of donor-related aspects of the Preserve opening and master plan process. This scope is to manage the transition through the master plan process and ensure the City of Ketchum is set-up to manage the donor aspects of Warm Springs Preserve.

Additionally, the City of Ketchum and various partners put tremendous efforts into the Ketchum Housing Action Plan. For the housing aspect of this scope, the focus will be on creating a philanthropy coordination model to fund workforce housing projects in Ketchum and regionally-specific housing projects. The ultimate result will be a system for tracking, sharing, and amplifying philanthropic avenues for funding housing.

Carter Cox of Nested Strategies will work with the mayor and City of Ketchum staff to support and accomplish the following:

#### **1) Warm Springs Preserve**

- a) Work with Spur Community Foundation on wrap-up for acquisition campaign
- b) Provide counsel and support through the master plan process
- c) Work with City of Ketchum staff to develop and refine communication materials and supporting talking points throughout master plan
- d) Research and write grants to support revegetation and restoration work
- e) Support City of Ketchum and Wood River Land Trust to transition fundraising from the acquisition campaign to revegetation and restoration plan
- f) Support planning and follow-up for WSP fundraising events
- g) Assist with donor thank you protocols and follow-up
- h) Work with City of Ketchum to plan WSP stewardship and communication beyond the master plan

#### **2) Ketchum Housing Action Plan**

- a) Create philanthropy coordination model for funding housing
- b) Create housing project "portfolio" for all Housing Action Plan partners to use
- c) Create mechanism to collect housing project "portfolio"

**It is estimated that Warm Springs Preserve will require 30% of the scope and the Housing Action Plan philanthropy coordination will be 70%.**

**Proposed Schedule and Pricing - 6 months (May-October) \$125 per hour not to exceed 30 hours per month.**

**Total Maximum Scope Cost: \$22,500**

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**Neil Bradshaw**  
**Mayor**

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**Lisa Enourato**  
**Interim City Clerk**



## City of Ketchum

November 7, 2022

Mayor Bradshaw and City Councilors  
City of Ketchum  
Ketchum, Idaho

Mayor Bradshaw and City Councilors:

### **Recommendation to Approve Right-of-Way Encroachment Agreement 22810 for the placement of a paver driveway in the public right-of-way adjacent to 100 Edelweiss Ave.**

#### Recommendation and Summary

Staff recommends the Ketchum City Council approve the attached Right-of-Way Encroachment Agreement 22810 and adopt the following motion:

“I move to authorize the Mayor to sign Right-of-Way Encroachment Agreement 22810 between the City and Michael and Lynn Christian.”

#### The reasons for the recommendation are as follows:

- The improvements will not impact the use or operation of Edelweiss Ave or First 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.
- No snowmelt is being proposed.

#### Introduction and History

The City of Ketchum receive a building permit application on August 12, 2022, for the construction of a new single-family residence. The project proposes to improve the right-of-way along Edelweiss Ave and First Street per the City of Ketchum’s street standards. The project proposes to construct a paver driveway without snowmelt from the garage to the edge of asphalt of Edelweiss Ave.

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 100 Edelweiss Ave project complies with all standards.

Sustainability

The proposed project does not limit the city's ability to reach its sustainability goals outlined in the 2020 Ketchum Sustainability Action Plan.

Financial Impact

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

Attachments

ROW Encroachment Agreement 22810 and Exhibits

**WHEN RECORDED, PLEASE RETURN TO:**

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

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**RIGHT-OF-WAY ENCROACHMENT AGREEMENT 22810**

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 Michael and Lynn Christian, (Collectively referred to as "Owners"), whose mailing address is 20808 NE 141<sup>st</sup> Street, Woodinville, WA 98077 and who owns real property located at 100 Edelweiss Ave, Ketchum, ID 83340 ("subject property").

*RECITALS*

WHEREAS, Owner wishes to permit placement of a paver driveway adjacent to the subject property from the property line to the edge of asphalt on Edelweiss Ave. 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, following construction of the Improvements, the Owner will restore the right-of-way, as shown in Exhibit A, acceptable to the Streets and Facilities Director;

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

*TERMS AND CONDITIONS*

1. Ketchum shall permit Owner to install a paver driveway identified in Exhibit "A" within the public right-of-way adjacent to 100 Edelweiss Ave until notified by Ketchum to remove the infrastructure at which time Owner shall remove infrastructure at Owner's expense.

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

3. Owner shall be responsible for restoring the street, 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.

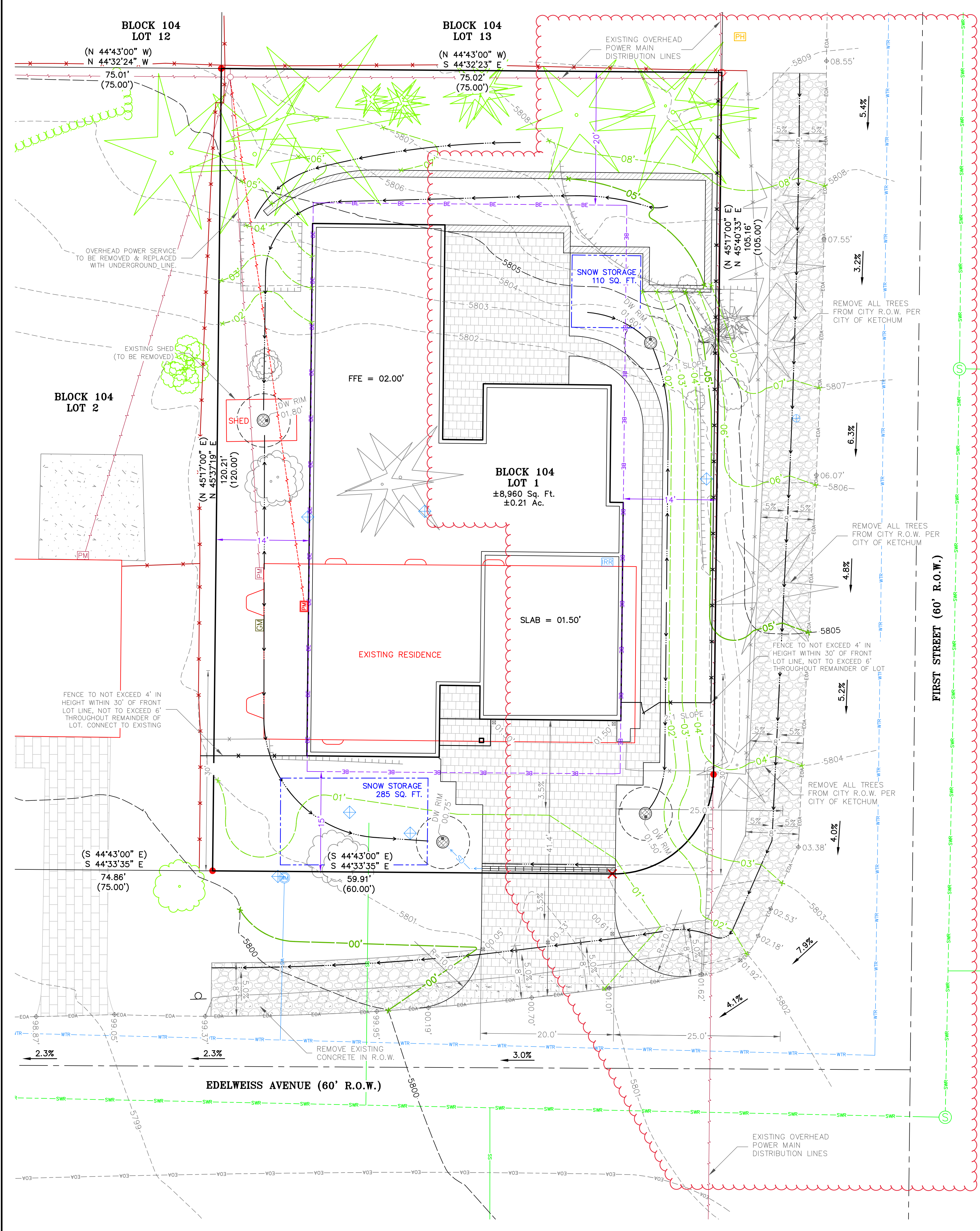
10. No presumption shall exist in favor of or against any party to this Agreement as the result of the drafting and preparation of this document.

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"**

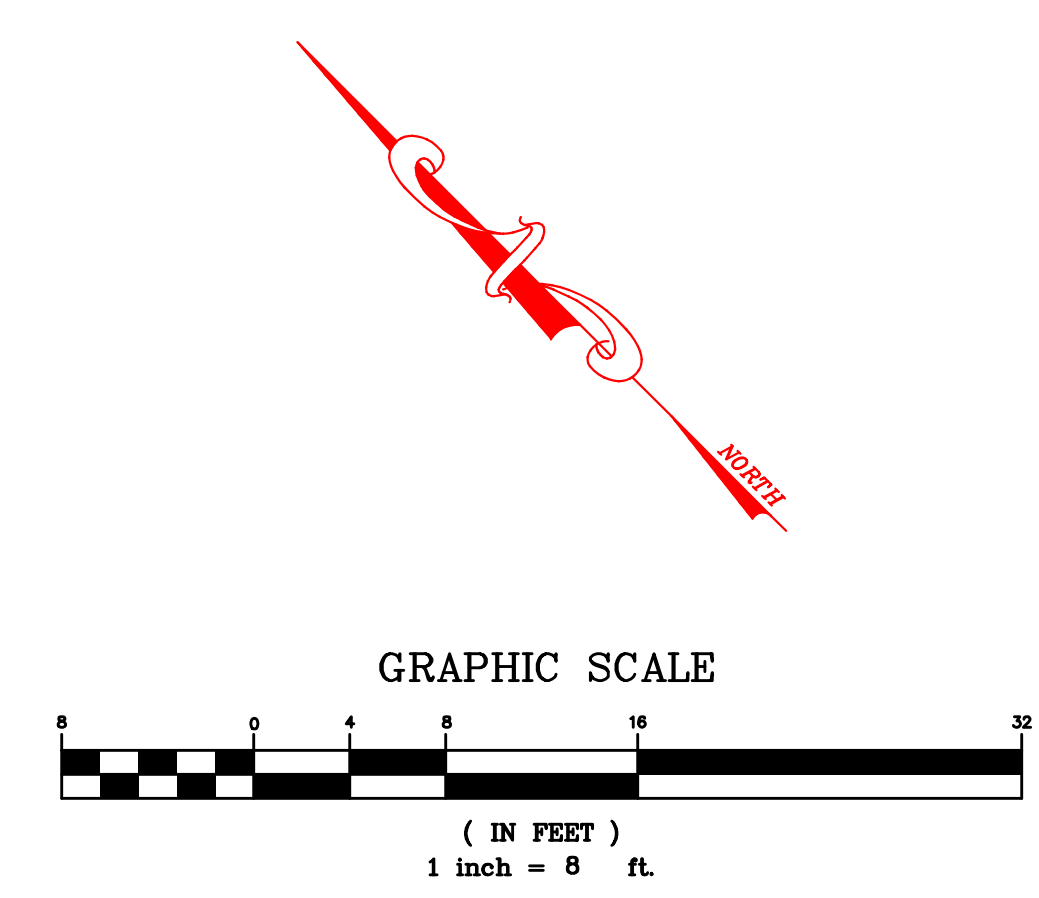


### LEGEND

- Subject Boundary
- Adjacent Boundary
- Right-of-Way Centerline
- Property Setback
- Existing Edge of Asphalt
- Existing Building/Structure (To Be Removed)
- Proposed Building
- Proposed Concrete Paver Driveway & Walkway
- Existing Concrete
- Proposed Gravel
- Proposed Landscape Retaining Wall
- Existing Rock Retaining Wall (To Be Removed)
- Existing Fence
- Existing Fence (To Be Removed)
- Proposed Fence
- Existing 1' Contour
- Existing 5' Contour
- Proposed 1' Contour
- Proposed 5' Contour
- Proposed Drainage Flowline
- Proposed 6" Dia. Storm Drain Pipe
- Proposed Snow Storage Area
- Existing Overhead Power (To Be Removed)
- Proposed Underground Power Service
- Existing Water Main
- Existing Water Service
- Existing Sewer Main
- Existing Sewer Service
- Existing Dripline/Edge of Vegetation
- Found 1/2" Rebar
- Found 5/8" Rebar
- Set 1/2" rebar PLS 7048
- × Set Mag Nail PLS 7048
- ⊕ Existing Water Valve
- ⊕ Existing Water Meter
- ⊕ Existing Irrigation Valve
- ⊕ Existing Power Pole
- ⊕ Existing Power Meter
- ⊕ Proposed Power Meter
- ⊕ Existing Gas Meter
- ⊕ Existing Sign
- ⊕ Existing Sewer Cleanout
- ⊕ Existing Deciduous Tree
- ⊕ Deciduous Tree To Be Removed
- ⊕ Existing Coniferous Tree
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- ⊕ DW = Proposed Landscape Drywell
- Proposed Driveway Trench Drain
- Proposed Grade
- Existing Grade
- ⊕ 00.50' Proposed Spot Elevation (00.50'=5800.50')
- ⊕ Description Elevation
- ⊕ RIM Drywell Rim Elevation
- ⊕ FFE Finish Floor Elevation
- ⊕ SLAB Garage Slab Elevation
- ( ) Record Bearing and Distance per Inst. No. 111300
- [ ] Record Bearing and Distance per Inst. No. 543880

- ### NOTES
- 1) Basis of Bearings is Idaho State Plane Coordinate System, NAD83, Central Zone, at Grid in US Survey Feet. Vertical Datum is NAVD1988.
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  - 15) All asphaltic concrete pavement work shall conform to ISPWC Section(s) 805, 810, and 811 for Class II pavement and to the City of Ketchum standards. Asphalt aggregate shall be 1/2" nominal size conforming to Table 803b in ISPWC Section 803. Asphalt binder shall be pg 58-28 conforming to Table A-1 in ISPWC Section 805.
  - 16) All edges of existing asphalt paving shall be saw cut a minimum of 24" to provide a clean pavement edge for matching. No wheel cutting shall be allowed. Pavement shall be cut prior to paving to prevent damage to the cut edge.
  - 17) Snow Storage based on 30% of the Improved Parking and Pedestrian Circulation Areas.  
 Driveway = 460 Sq. Ft.  
 Back Patio = 475 Sq. Ft.  
 Front Walk = 105 Sq. Ft.  
 Side Walk = 245 Sq. Ft.  
 Total = 1,285 Sq. Ft.  
 30% of Total = 386 Sq. Ft.  
 Area Designated = 285 Sq. Ft. + 110 Sq. Ft. = 395 Sq. Ft. of Snow Storage
  - 18) The contractor shall be responsible for providing traffic control per the current edition of the US Department of Transportation Manual of Uniform Traffic Control Devices (MUTCD).
  - 19) All right-of-way improvements per sheet C1.0 must be completed prior to issuance of a temporary or final Certificate of Occupancy unless otherwise agreed upon in writing by the City.
  - 20) Alpine Enterprises Inc. is not responsible for any deviation from these plans, unless such changes have been authorized in writing.



PROJECT PATH AND PRINT DATE: U:\LandProjects2004\1878\_K\_Blk104\_L12.dwg 9/30/2022 3:47:43 PM MST

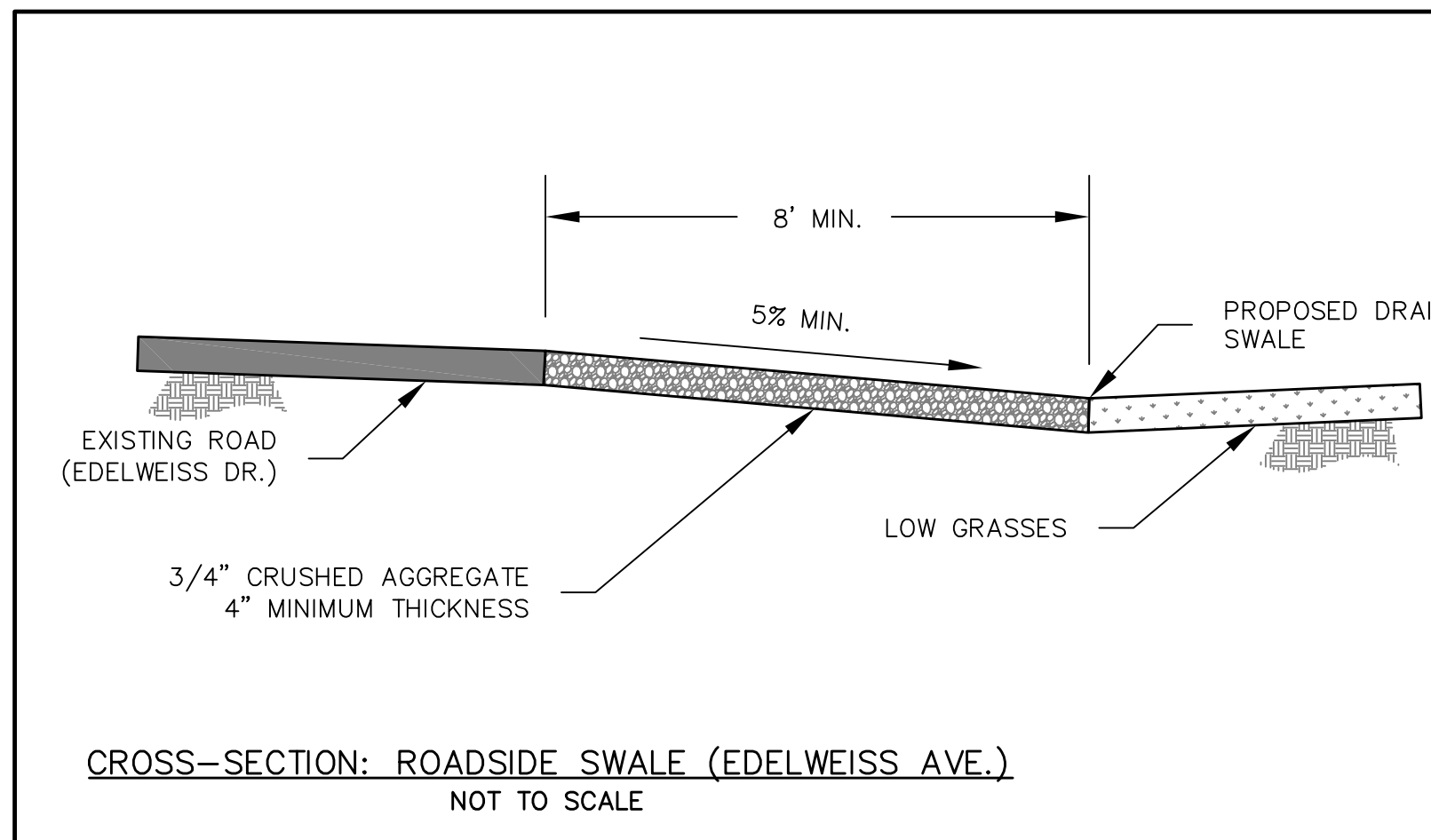
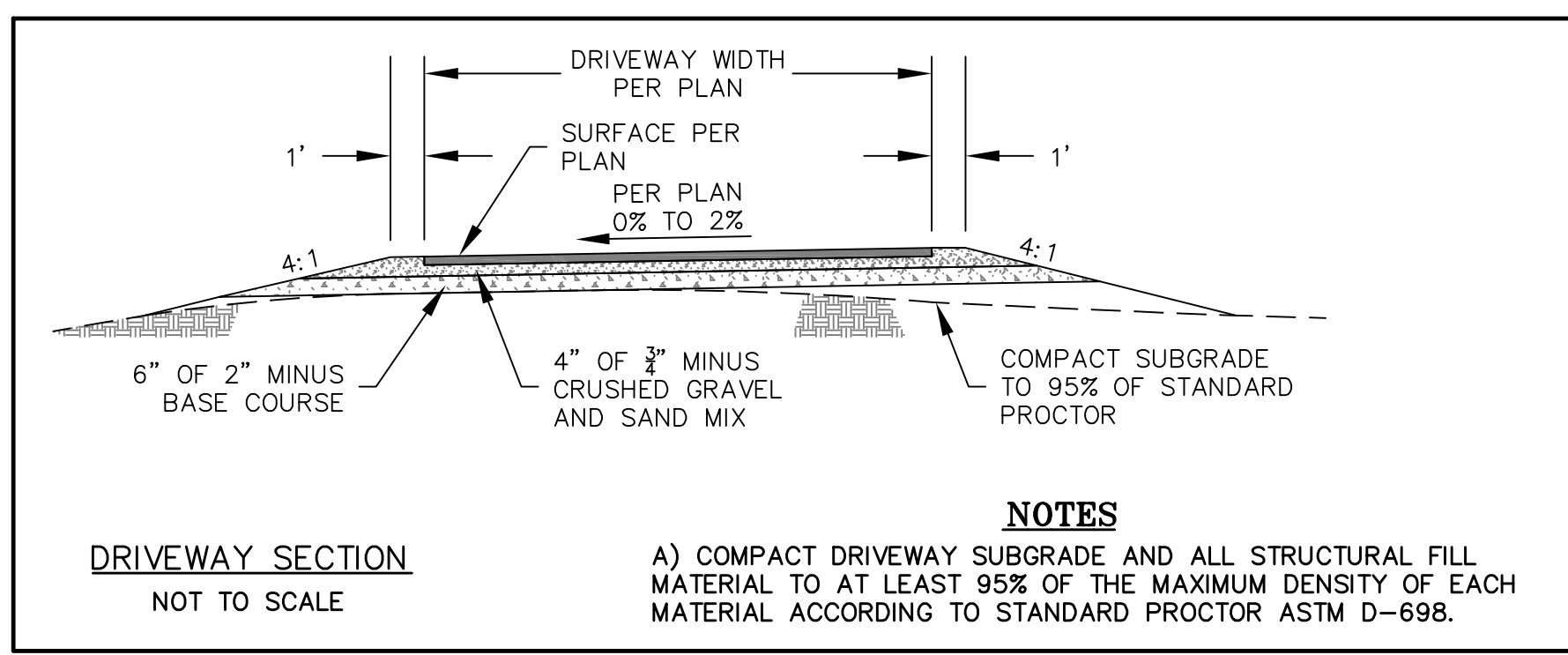
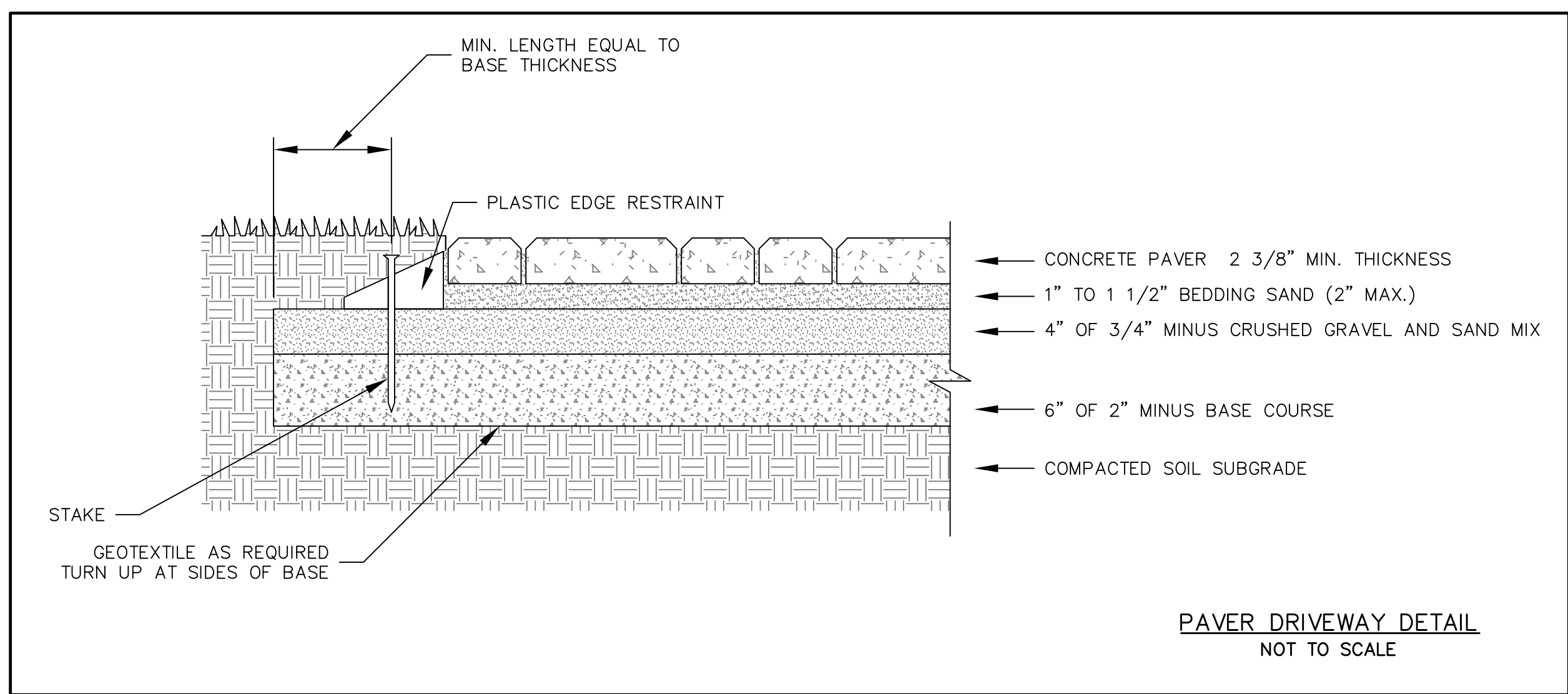
A SITE, UTILITY & R.O.W. ENCROACHMENT PLAN SHOWING  
 LOT 1, BLK 104, KETCHUM TOWNSITE  
 WITHIN S13, T.4N., R.17E., B.M., CITY OF KETCHUM, BLAINE COUNTY, IDAHO  
 PREPARED FOR MICHAEL CHRISTIAN & DRAW ARCHITECTURE + DESIGN

Alpine Enterprises Inc.  
 Surveying, Mapping, Civil Engineering,  
 and Natural Hazards Consulting  
 660 Bell Dr., Unit 1 83340 USA  
 P.O. Box 2037, Ketchum, ID 83340 USA  
 (208) 727-1808 / 727-1967 fax  
 email: bamitt@alpineenterprisesinc.com

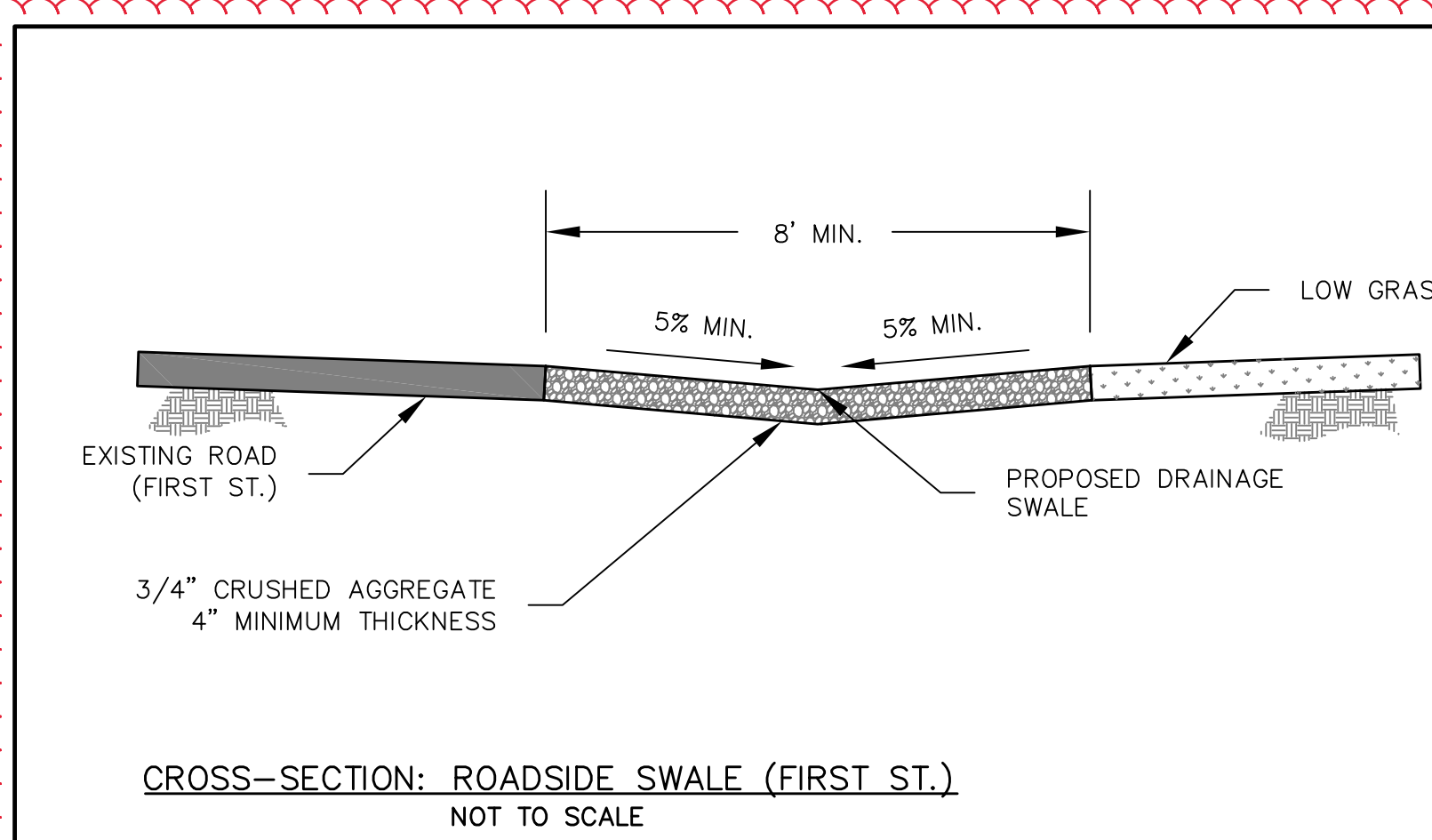
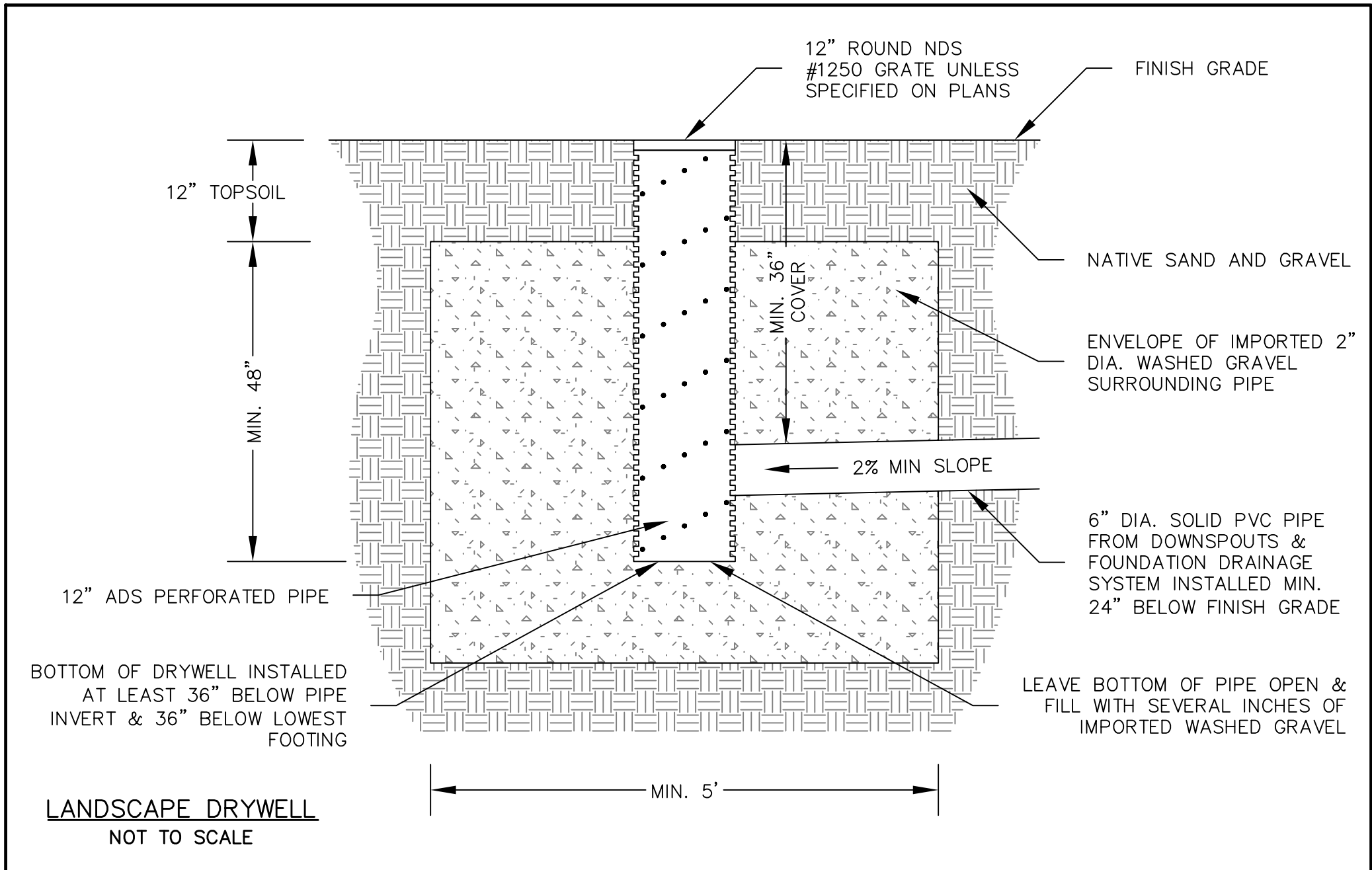
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| PRELIMINARY ONLY: NOT FOR CONSTRUCTION |    |         |     |
| BUILDING REVIEW SUBMITTAL              |    |         |     |
| REVISED: PLANNING & ENGINEERING REVIEW | 1  | 07SEP22 | AHN |
| 1ST ST R.O.W. REVISED                  | 2  | 30SEP22 | AHN |

PROFESSIONAL ENGINEER  
 1878 ARK  
 30SEP22  
 STATE OF IDAHO  
 ALEX NEVILL

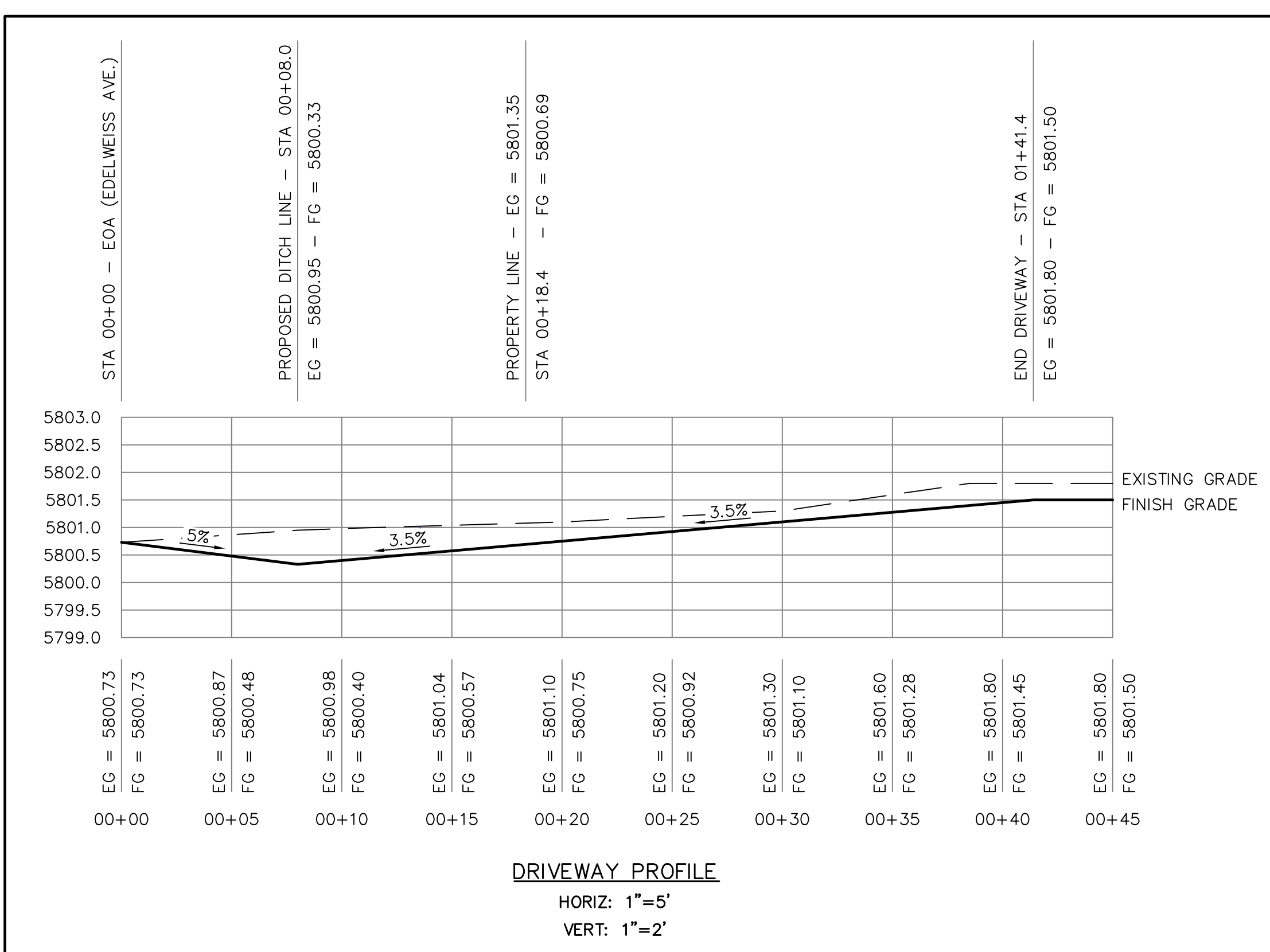
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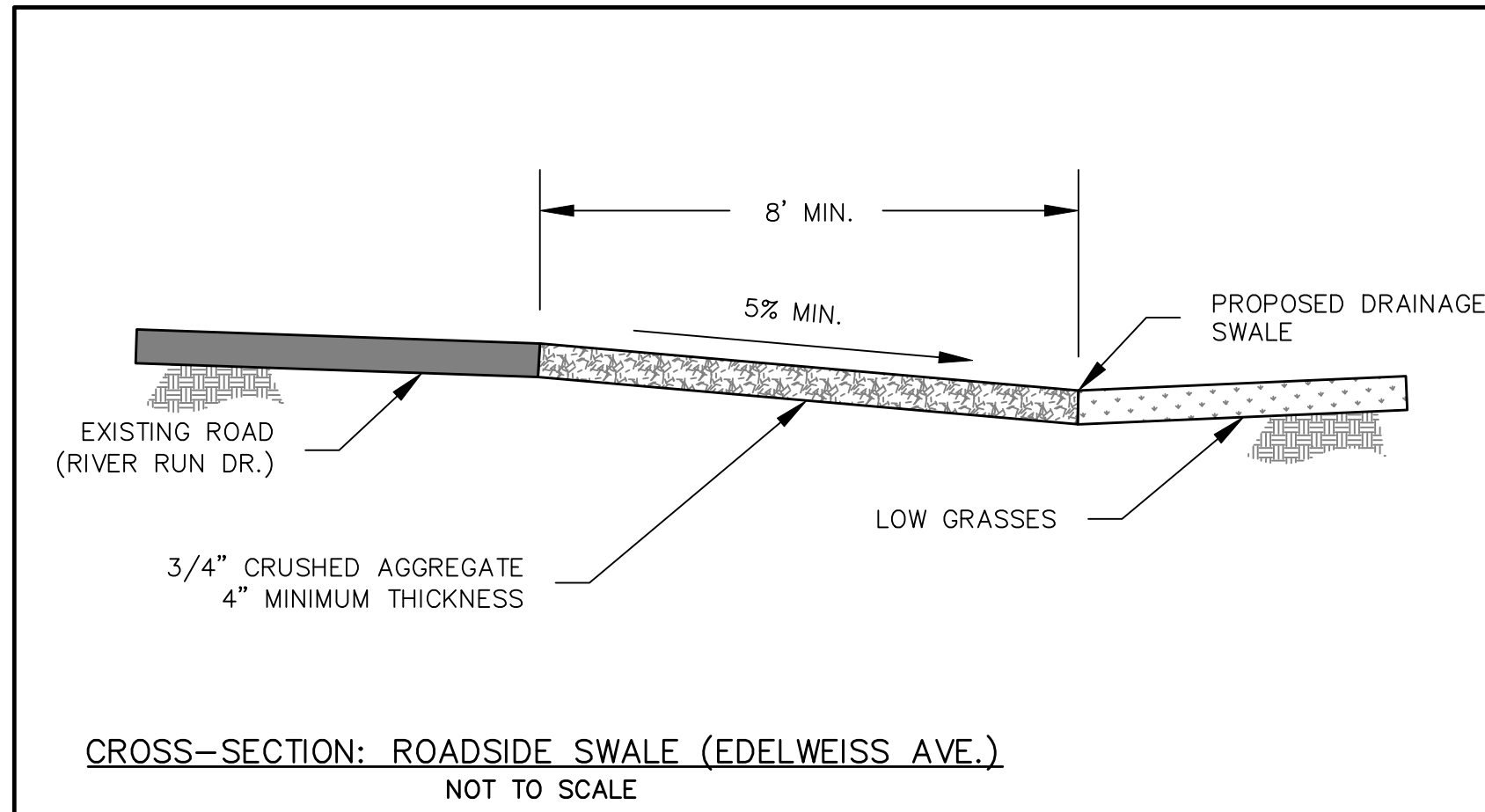
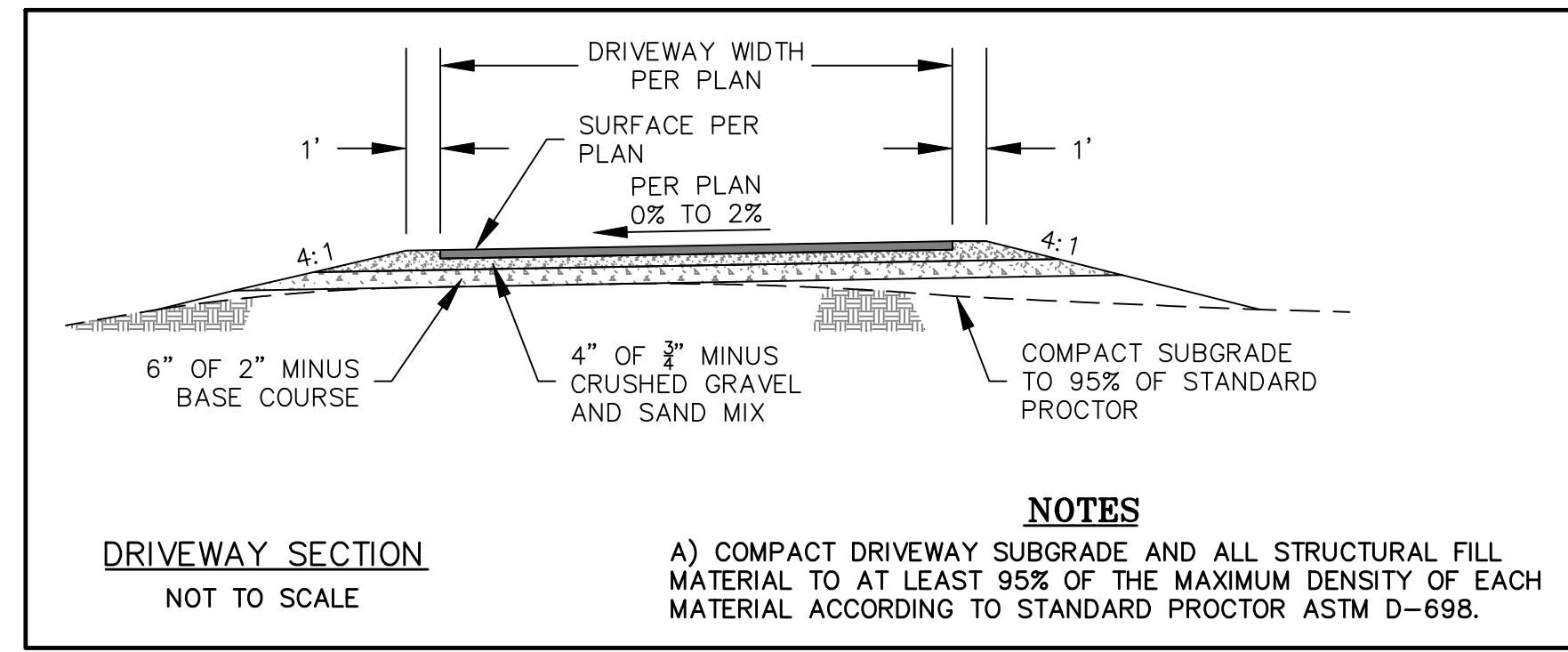
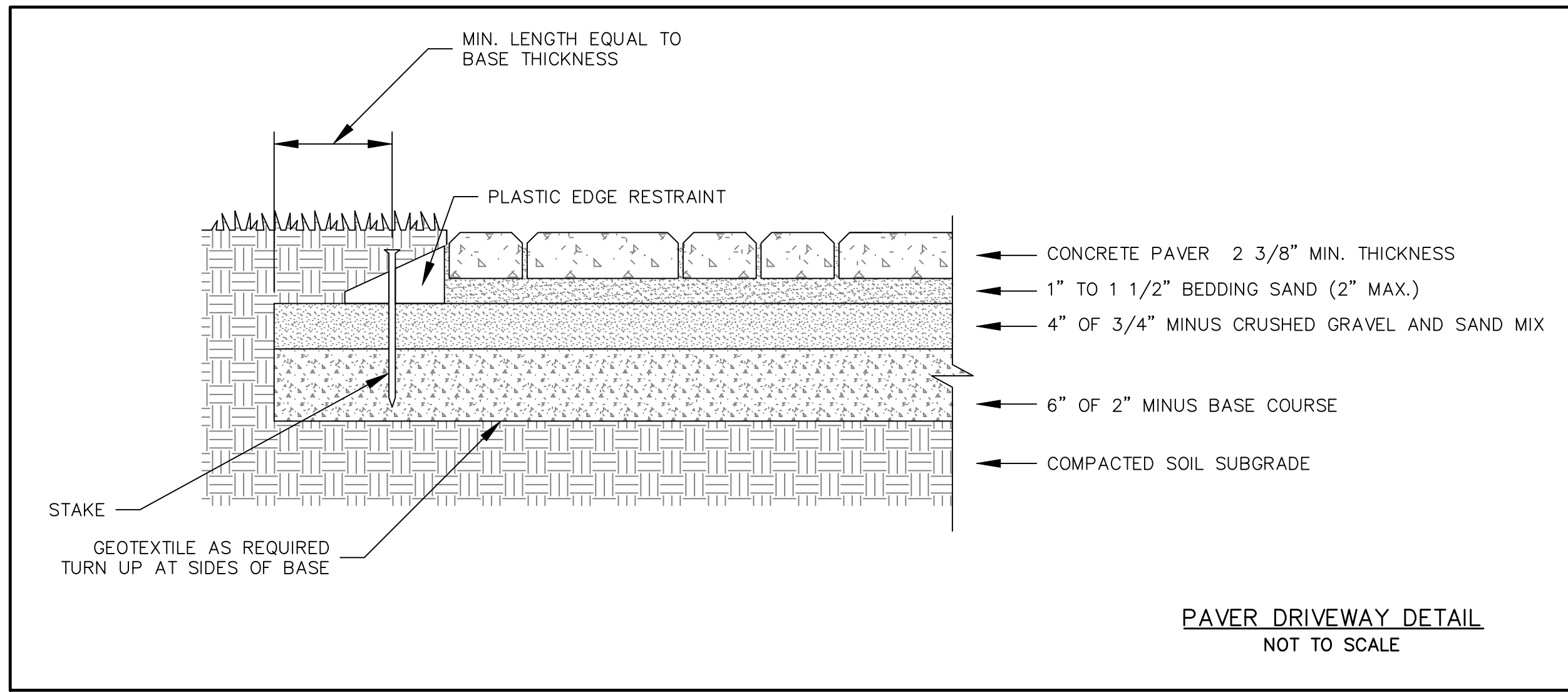


- NOTES**
- A) Material shall be pervious/permeable to allow drainage.
  - B) Surface must allow for vehicle parking and be consistent along the entire property frontage.
  - C) Material within the first eight (8) feet from edge of asphalt (Street) shall be distinct from driveway and rest of property in order to visually appear available for parking.
  - D) Grading and drainage improvements as required by City Engineer – Minimum 5% slope.
  - E) No obstructions, such as boulders or berms.
  - F) No buried irrigation systems within the first eight (8) feet the edge of asphalt (Street). Surface irrigation lines are permitted beyond the first eight (8) feet, however pop-up heads are not permitted anywhere in the ROW.
  - G) No live plant material within the first eight (8) feet from edge of asphalt (Street). Low ground cover plant material, such as turf grass, is permitted beyond the first eight (8) feet. Drought-tolerant species is preferred.
  - H) No snow-melt system (other than driveway).

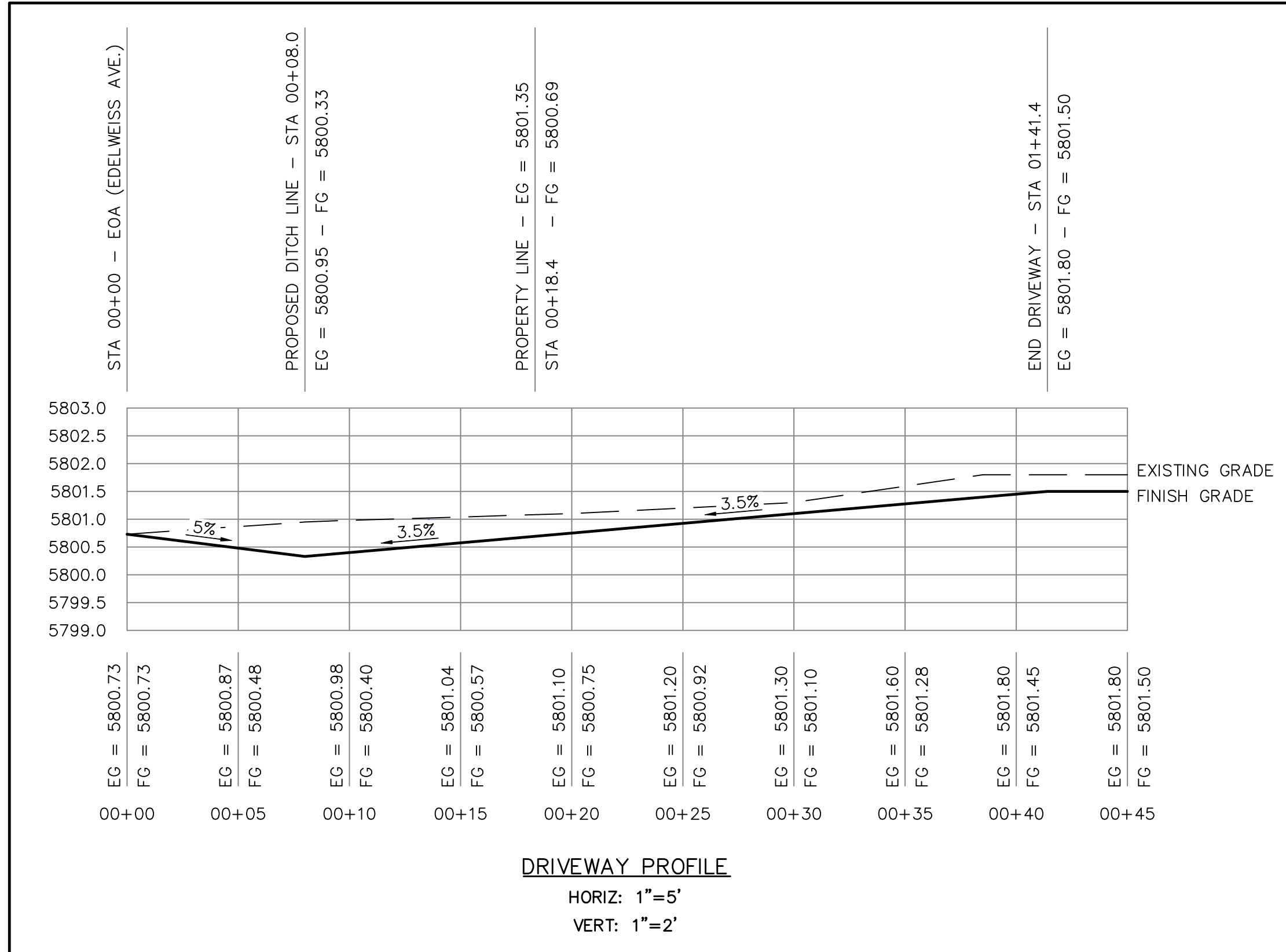
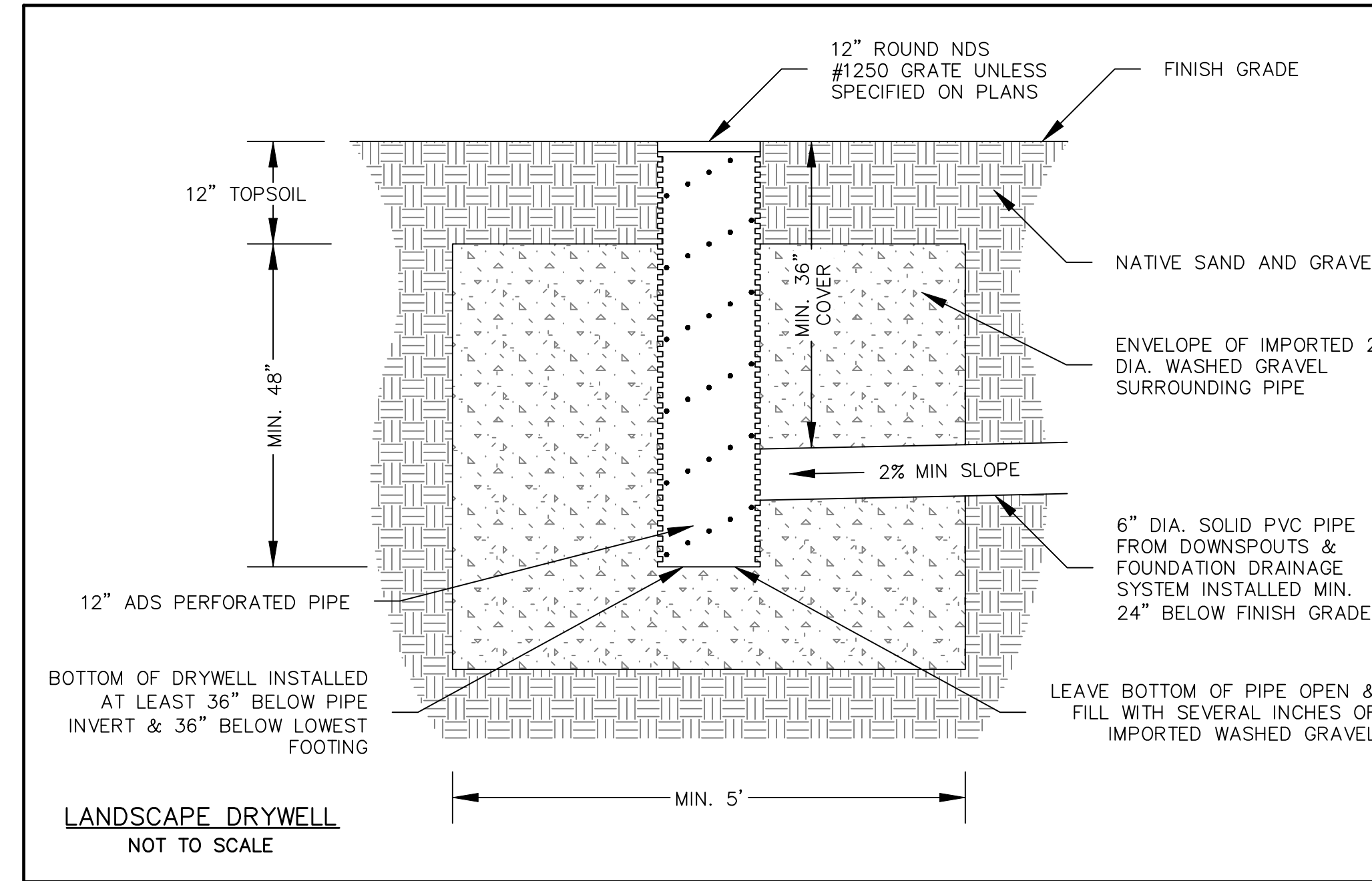


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PROJECT PATH AND PRINT DATE: U:\LandProjects2004\1878\_K\_Blk104\_Lt2\dwg\1878\_CS\_K\_Blk104\_Lt1\_Civil2022.dwg 5/18/2022 3:58:54 PM MST

A SITE, UTILITY & ENCROACHMENT PLAN SHOWING  
LOT 1, BLK 104, KETCHUM TOWNSITE  
WITHIN S13, T.4N., R.17E., B.M., CITY OF KETCHUM, BLAINE COUNTY, IDAHO  
PREPARED FOR MICHAEL CHRISTIAN

Alpine Enterprises Inc.  
Surveying, Mapping, Civil Engineering,  
and Natural Hazards Consulting  
660 Bell Dr., Unit 1 83340 USA  
P.O. Box 2037, Ketchum, ID 83340 USA  
Tel: 208.727.7960  
Email: bamth@alpineenterprisesinc.com

PROFESSIONAL ENGINEER  
ALEX NEEL  
STATE OF IDAHO  
1878-ARY  
MAY 22

| REVISIONS                              | NO | DATE | BY |
|--|----|------|----|
| PRELIMINARY ONLY: NOT FOR CONSTRUCTION |    |      |    |
| BUILDING REVIEW SUBMITTAL              |    |      |    |

C2





## City of Ketchum

November 7, 2022

Mayor Bradshaw and City Councilors  
City of Ketchum  
Ketchum, Idaho

Mayor Bradshaw and City Councilors:

### **Recommendation to Approve Right-of-Way Encroachment Agreement 22807 for the placement of a paver driveway in the public right-of-way adjacent to 191 N 3rd Ave.**

#### Recommendation and Summary

Staff recommends the Ketchum City Council approve the attached Right-of-Way Encroachment Agreement 22807 and adopt the following motion:

“I move to authorize the Mayor to sign Right-of-Way Encroachment Agreement 22807 between the City and Lowell Bengoechea.”

#### The reasons for the recommendation are as follows:

- The improvements will not impact the use or operation of Edelweiss Ave or First 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.
- No snowmelt is being proposed.

#### Introduction and History

The City of Ketchum receive a building permit application on August 31, 2022, for the construction of a new single-family residence and attached accessory dwelling unit (ADU) at 191 N 3<sup>rd</sup> Ave. The project proposes to improve the right-of-way along N 3<sup>rd</sup> Ave per the City of Ketchum’s street standards. The project proposes to construct a paver driveway without snowmelt from the garage to the edge of asphalt of N 3<sup>rd</sup> Ave.

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 191 N 3<sup>rd</sup> Ave project complies with all standards.

#### Sustainability

The proposed project does not limit the city's ability to reach its sustainability goals outlined in the 2020 Ketchum Sustainability Action Plan.

#### Financial Impact

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

#### Attachments

ROW Encroachment Agreement 22807 and Exhibits

**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 22807**

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 Lowell Bengoechea, ("Owner"), whose mailing address is 1754 Locksley Way, Eagle, ID 83616 and who owns real property located at 191 N 3<sup>rd</sup> Ave, Ketchum, ID 83340 ("subject property").

*RECITALS*

WHEREAS, Owner wishes to permit placement of a paver driveway adjacent to the subject property from the property line to the edge of asphalt on N 3<sup>rd</sup> Ave. 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, following construction of the Improvements, the Owner will restore the right-of-way, as shown in Exhibit A, acceptable to the Streets and Facilities Director;

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

*TERMS AND CONDITIONS*

1. Ketchum shall permit Owner to install a paver driveway identified in Exhibit "A" within the public right-of-way adjacent to 191 N 3<sup>rd</sup> Ave until notified by Ketchum to remove the infrastructure at which time Owner shall remove infrastructure at Owner's expense.

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

3. Owner shall be responsible for restoring the street, 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.

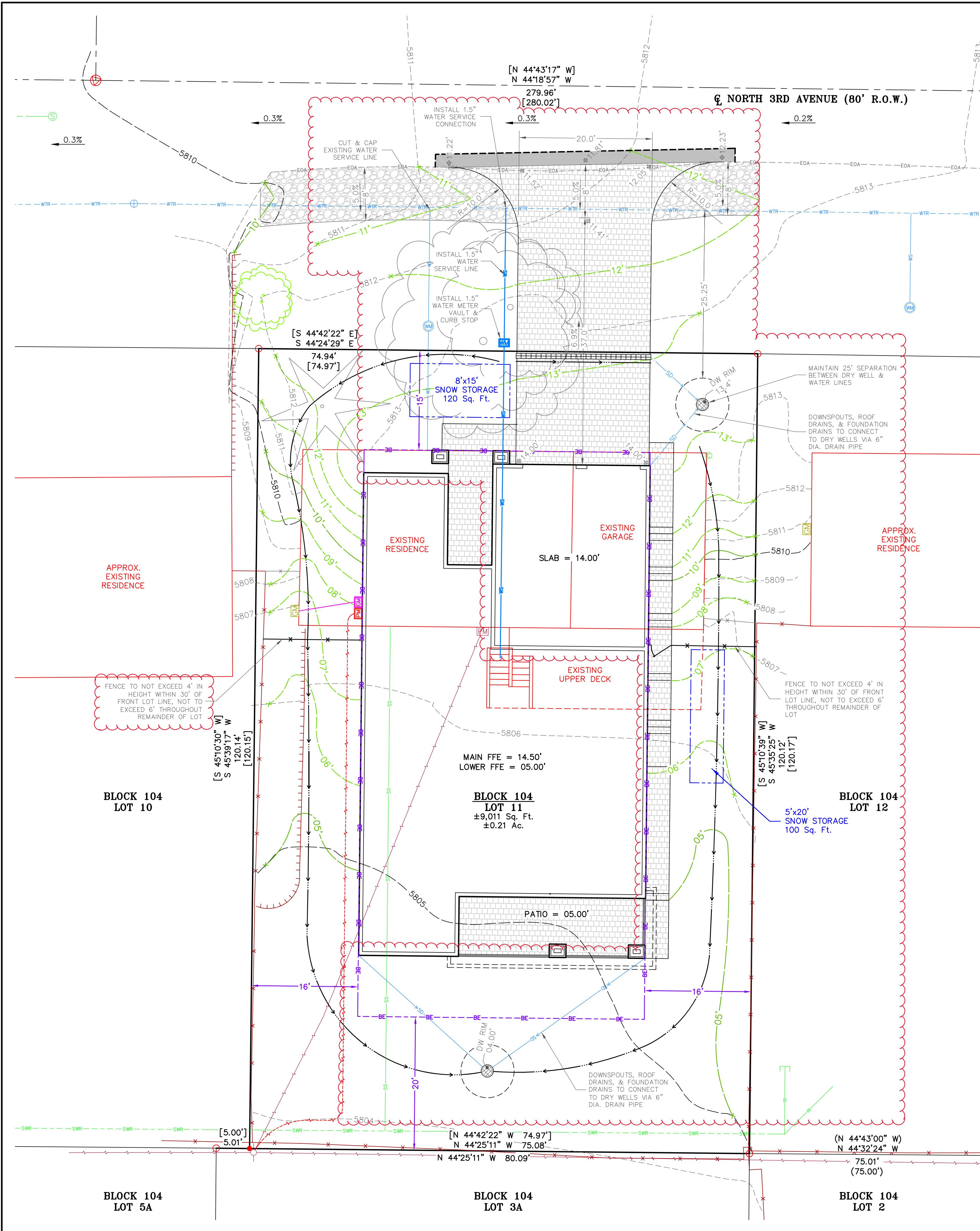
10. No presumption shall exist in favor of or against any party to this Agreement as the result of the drafting and preparation of this document.

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.



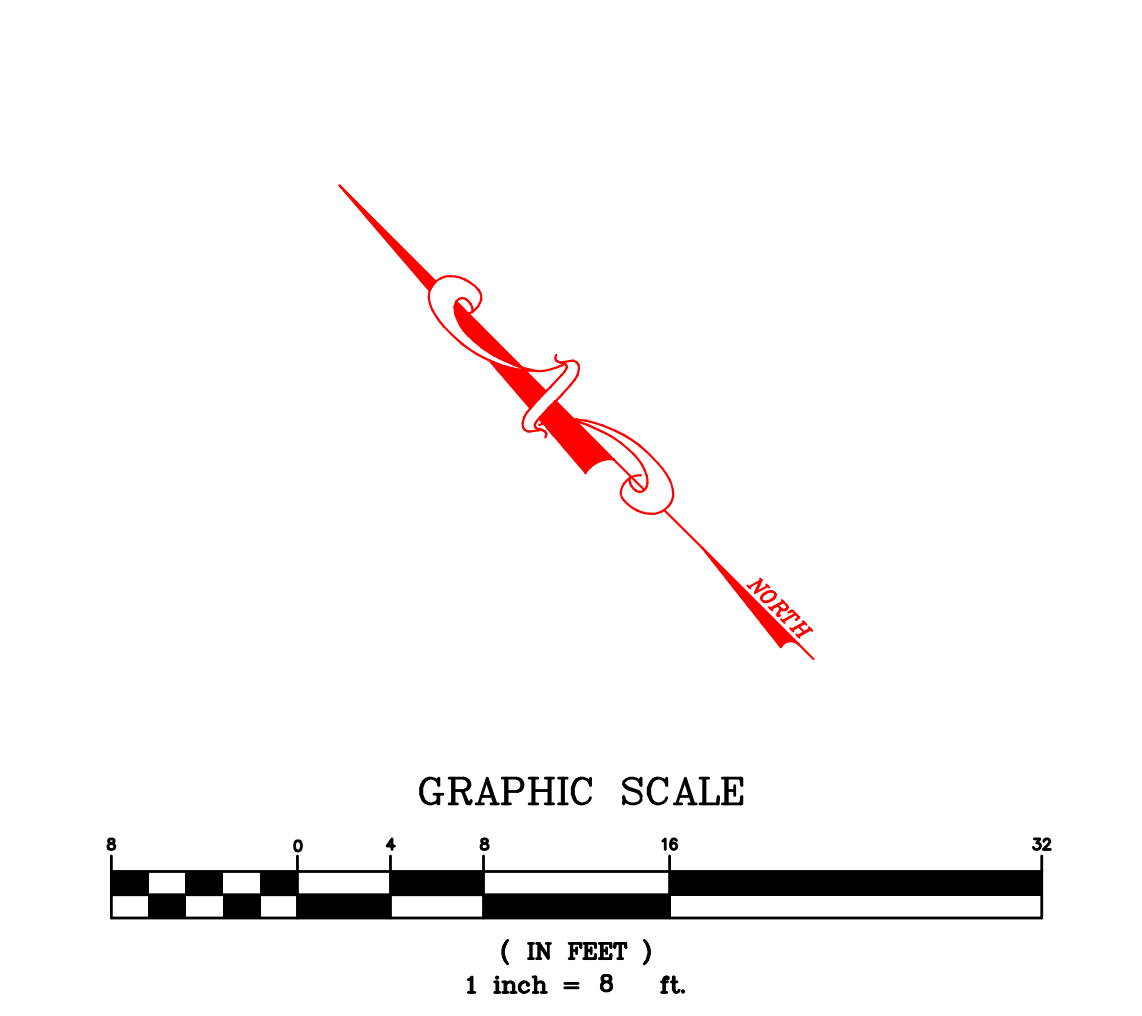
**EXHIBIT "A"**



### LEGEND

- Subject Boundary
- Adjainers Boundary
- Right-of-Way Centerline
- BE --- BE --- Property Setback
- EDA --- EDA --- Existing Edge of Asphalt
- Existing Building/Structure
- Proposed Building
- Proposed Concrete Paver Driveway & Walkway
- Proposed Roadside Gravel Swale
- Proposed Asphalt Patch & Saw-Cut Line
- Existing Fence
- Existing Fence (To Be Removed)
- Proposed Fence
- Existing 1' Contour
- Existing 5' Contour
- Proposed 1' Contour
- Proposed 5' Contour
- Proposed Drainage Flowline
- Proposed 6" Dia. Storm Drain Pipe
- Proposed Snow Storage Area
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- Proposed Underground Power
- Proposed Underground Gas Service
- Existing Water Main
- Existing Water Service
- Proposed Water Service
- Existing Sewer Main
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- Found 5/8" Rebar
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- ⊕ Existing Water Meter
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  - 12) All 2" minus aggregate shall be placed in conformance with ISPWC Section 802. It shall be compacted per ISPWC Section 202 and the City of Ketchum standards. 2" minus crushed aggregate material shall conform to ISPWC Section 802 Type II and to the City of Ketchum specifications. Minimum compaction of placed material shall be 95% of maximum laboratory density as determined by AASHTO T-99 or IDT T-91.
  - 13) All 3/4" minus aggregate shall be placed in conformance with ISPWC Section 802. It shall be compacted per ISPWC Section 202 and the City of Ketchum standards. 3/4" minus crushed aggregate for leveling course shall conform to ISPWC Table 802 Type I and to the City of Ketchum specifications. Minimum compaction of placed material shall be 95% of maximum laboratory density as determined by AASHTO T-99 or IDT T-91.
  - 14) All asphaltic concrete pavement work shall conform to ISPWC Section(s) 805, 810, and 811 for Class II pavement and to the City of Ketchum standards. Asphalt aggregate shall be 1/2" nominal size conforming to Table 803b in ISPWC Section 803. Asphalt binder shall be pg 58-28 conforming to Table A-1 in ISPWC Section 805.
  - 15) All edges of existing asphalt paving shall be saw cut a minimum of 24" to provide a clean pavement edge for matching. No wheel cutting shall be allowed. Pavement shall be cut prior to paving to prevent damage to the cut edge.
  - 16) All mains and services shall comply with IDAPA 58.01.08.542.07.a and IDAPA 58.01.08.542.07.b which address the requirements for separation distances between potable water lines (including mains and service lines) with non-potable lines. In addition, water services shall be constructed with at least 25 feet horizontal separation from infiltration trenches and dry wells.
  - 17) Potable/non-potable crossings shall comply with ISPWC Standard Drawing SD-407 and IDAPA section 58.01.08.542.07.
  - 18) Sewer service lines shall be placed at a slope of 2%, with markers per ISPWC. Cleanouts are required at changes in alignment, grade, and minimum 150' length.
  - 19) All pipe shall be bedded with (ISPWC) Type I bedding material.
  - 20) Trenches shall be backfilled and compacted to a minimum of 95% of maximum density as determined by AASHTO T-99.
  - 21) The contractor shall pressure test all sewer service connections in accordance with the Idaho Standards for Public Works Construction (ISPWC).
  - 22) Snow Storage based on 30% of the Improved Parking and Pedestrian Circulation Areas.  
 Driveway = 340 Sq. Ft.  
 Front Walkway = 40 Sq. Ft.  
 Side Walkway = 275 Sq. Ft.  
 Total = 655 Sq. Ft.  
 30% of Total = 197 Sq. Ft.  
 Area Designated = 220 of Snow Storage
  - 23) The contractor shall be responsible for providing traffic control per the current edition of the US Department of Transportation Manual of Uniform Traffic Control Devices (MUTCD).
  - 24) All right-of-way improvements per sheet C1 must be completed prior to issuance of a temporary or final Certificate of Occupancy unless otherwise agreed upon in writing by the City.
  - 25) Alpine Enterprises Inc. is not responsible for any deviation from these plans, unless such changes have been authorized in writing.

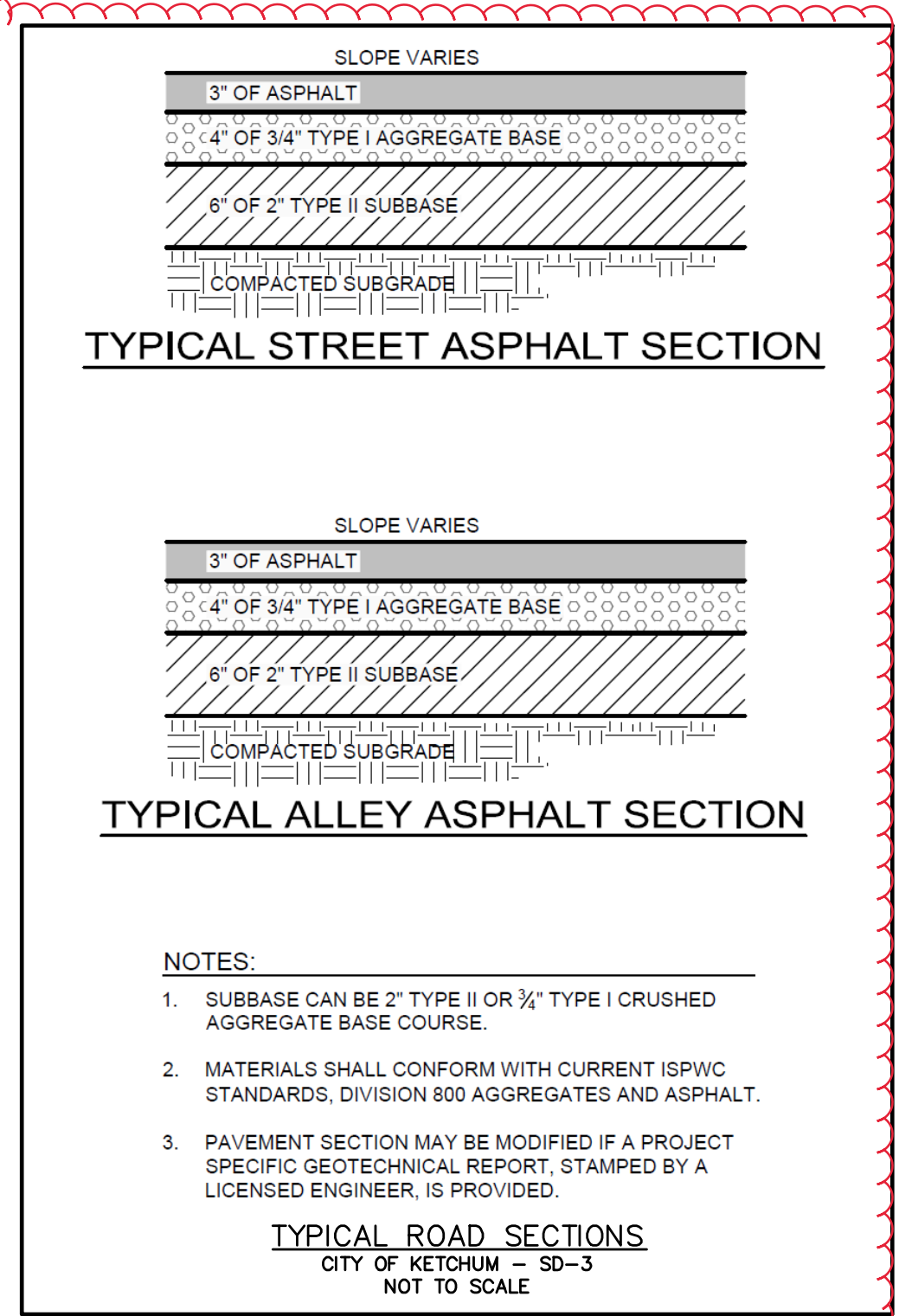
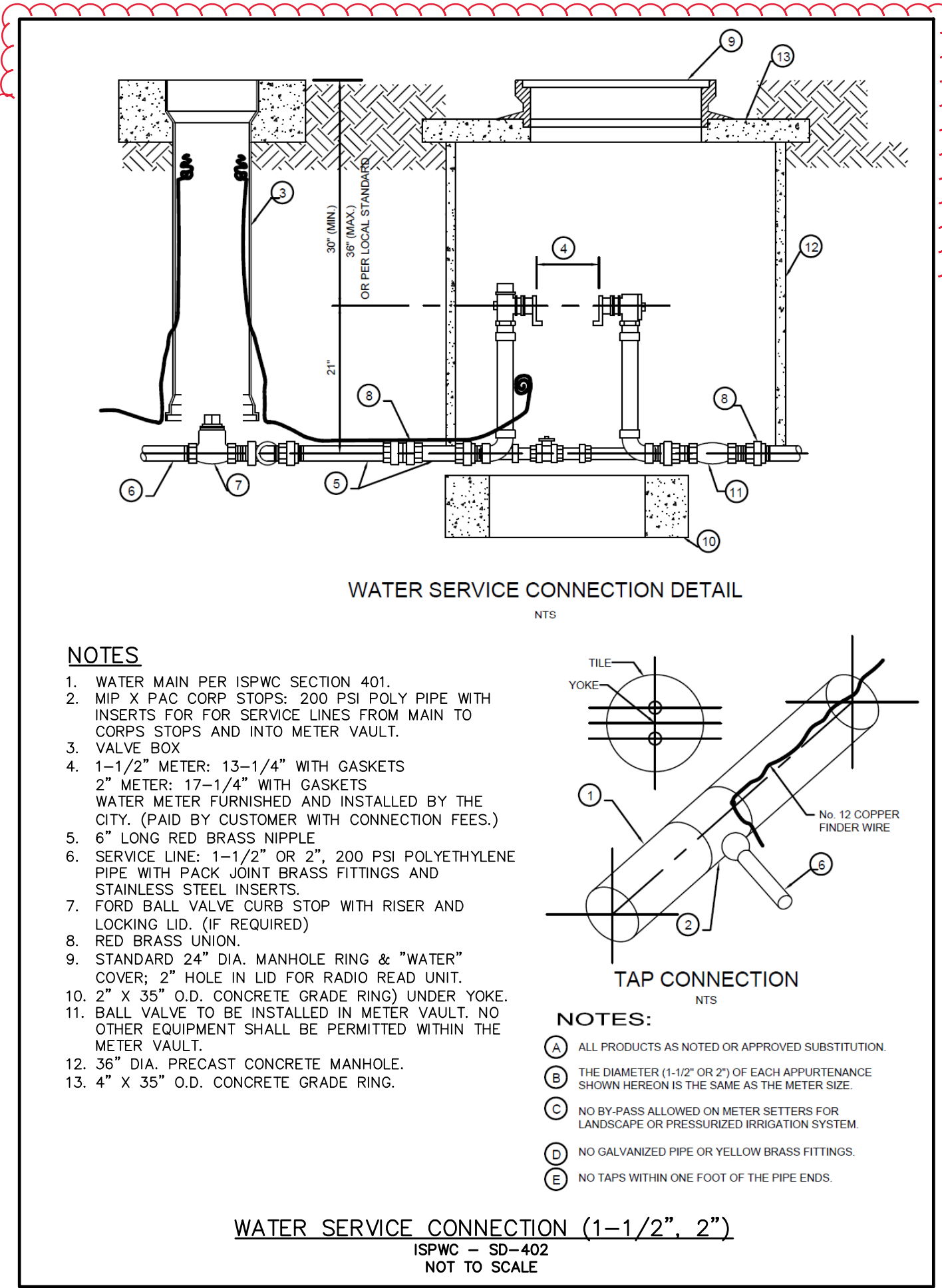
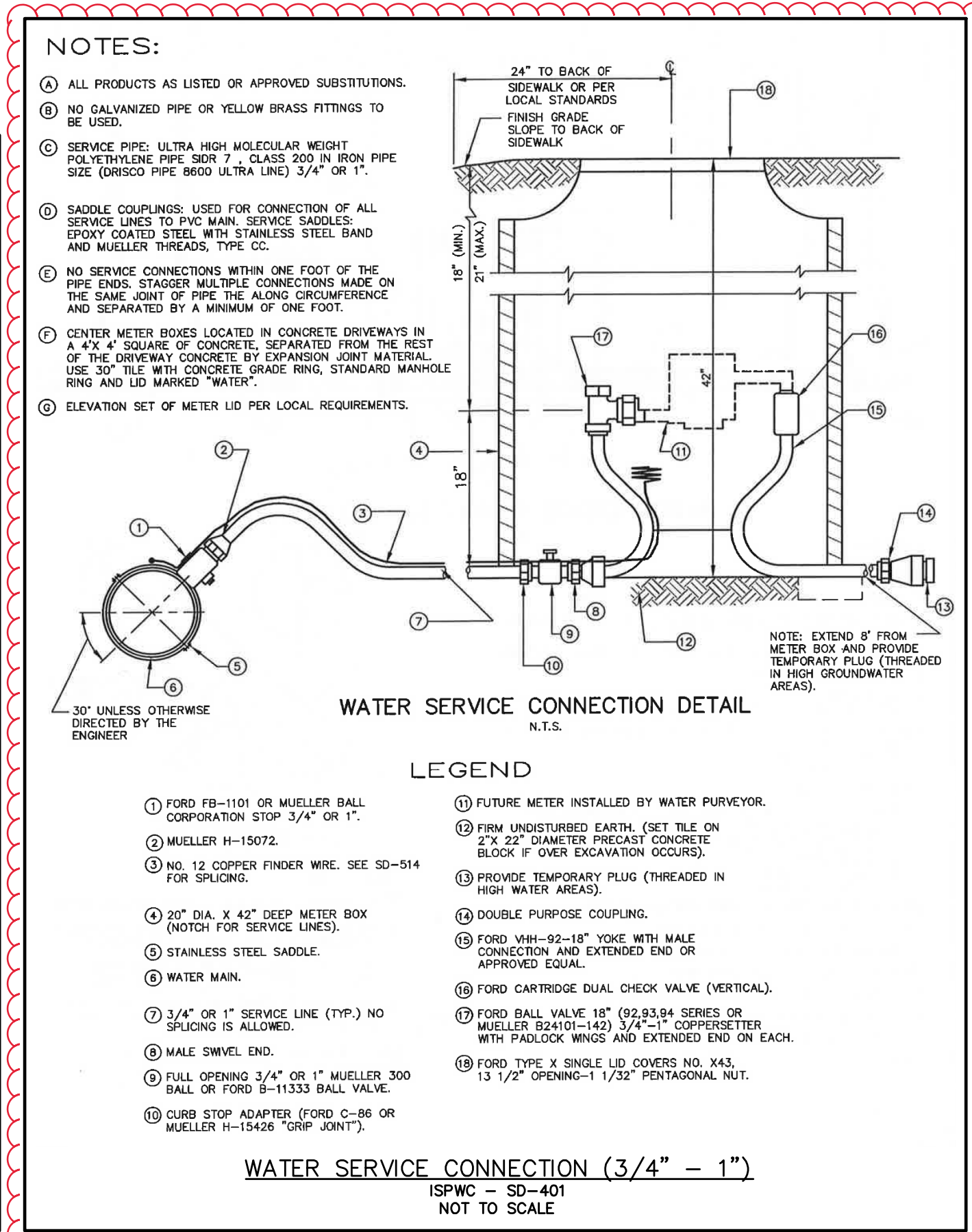
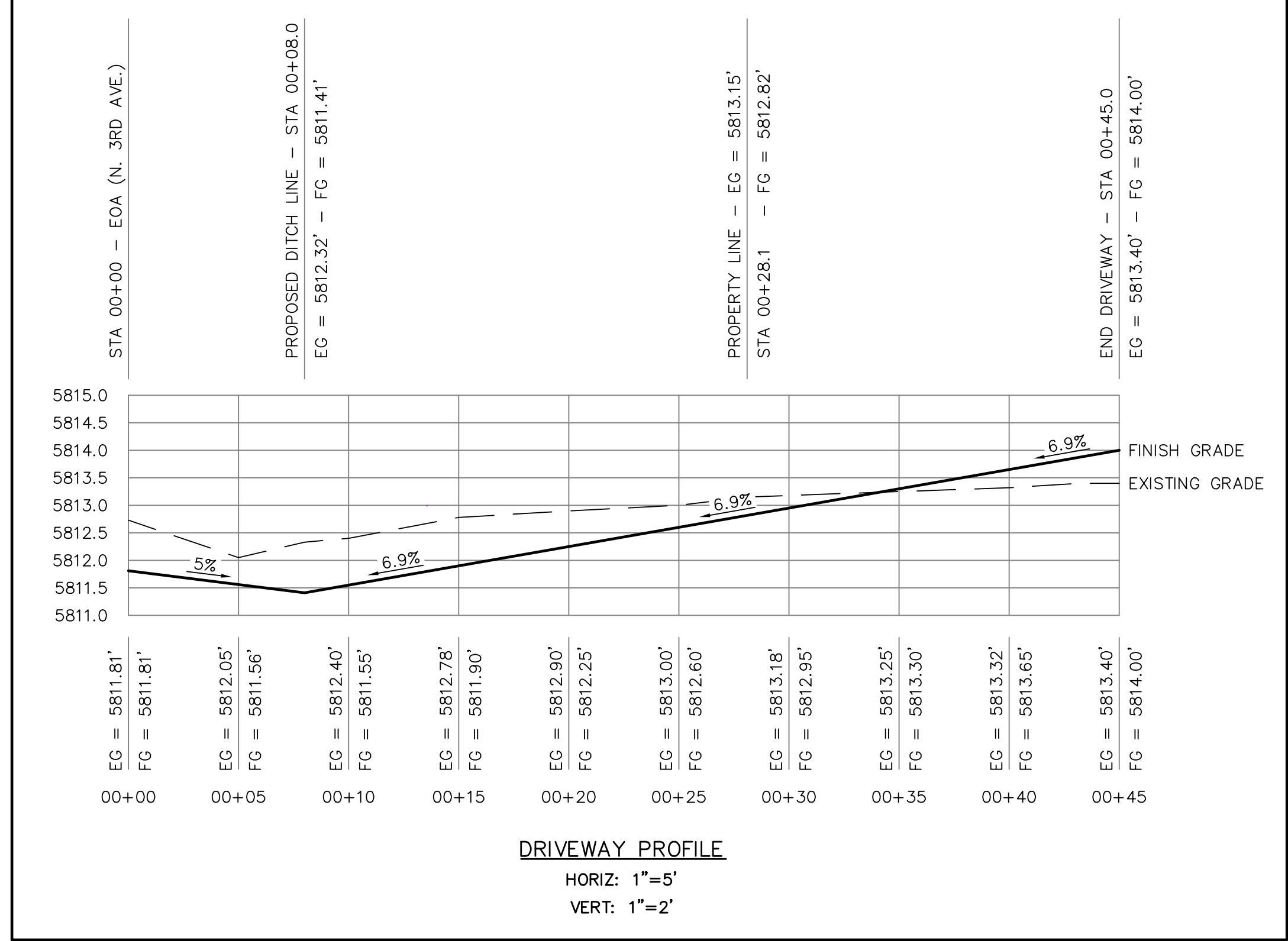
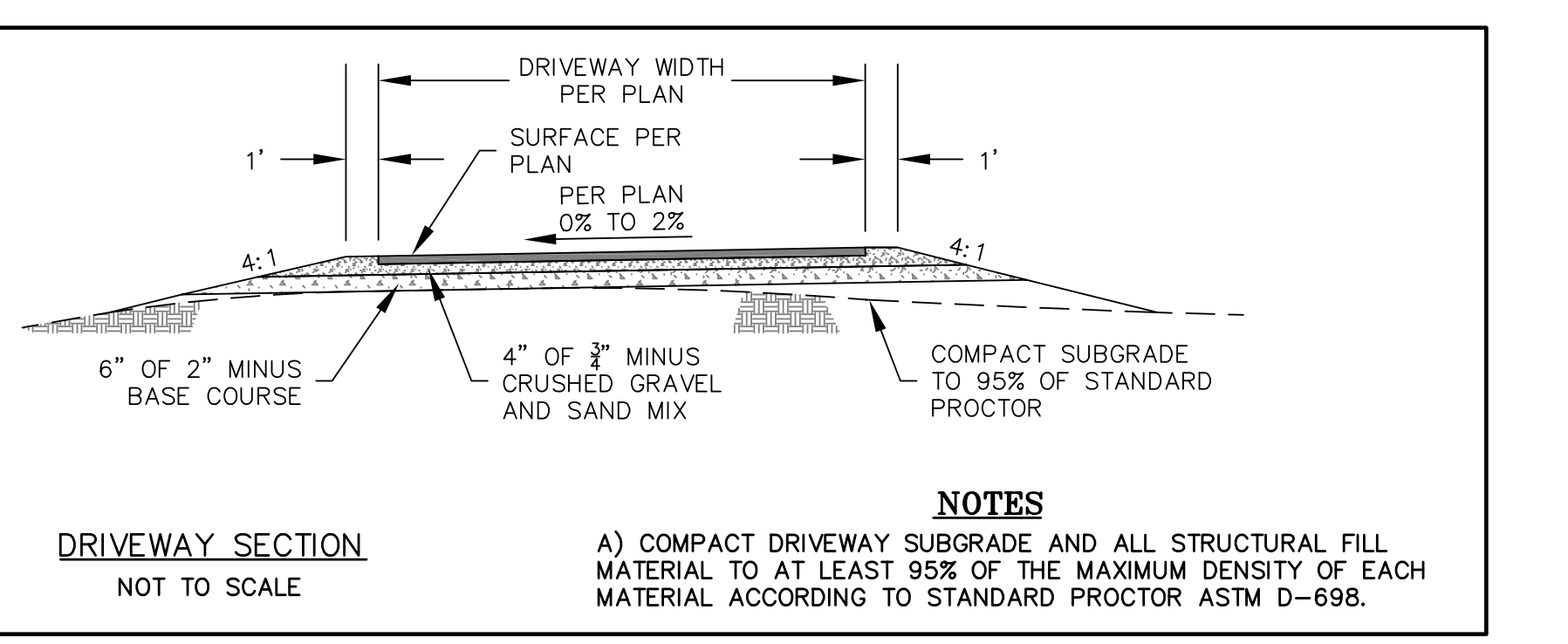
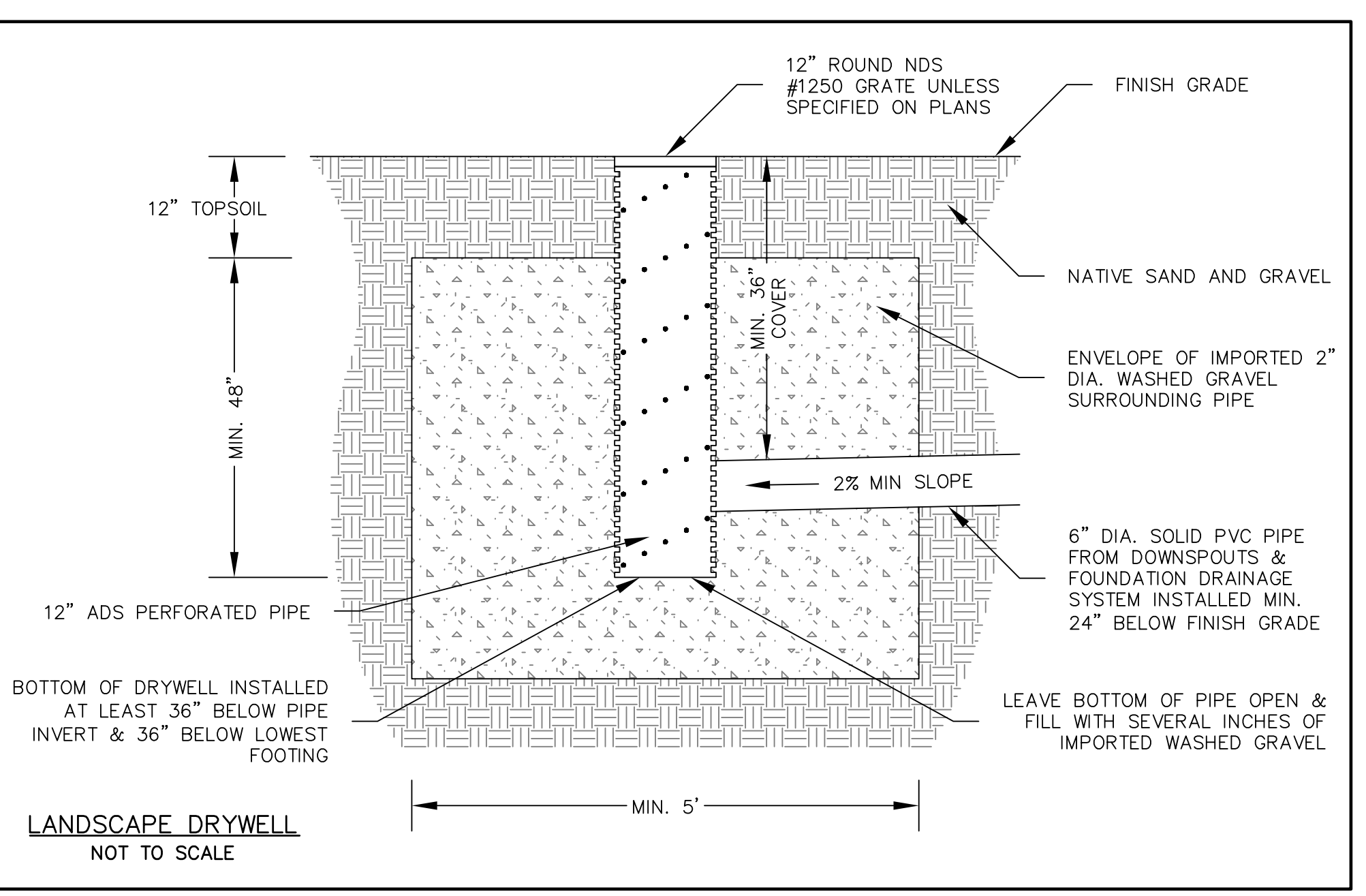
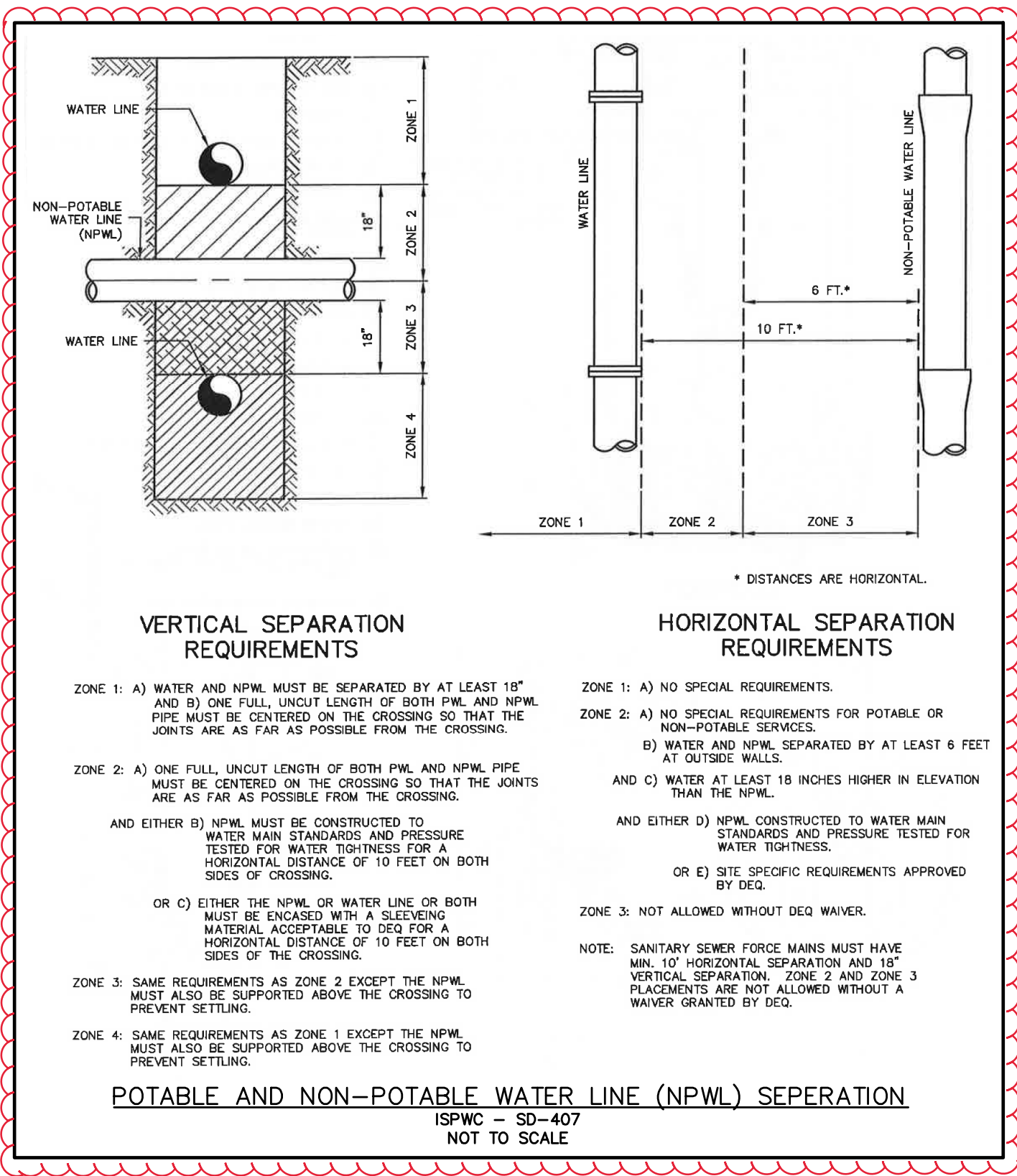
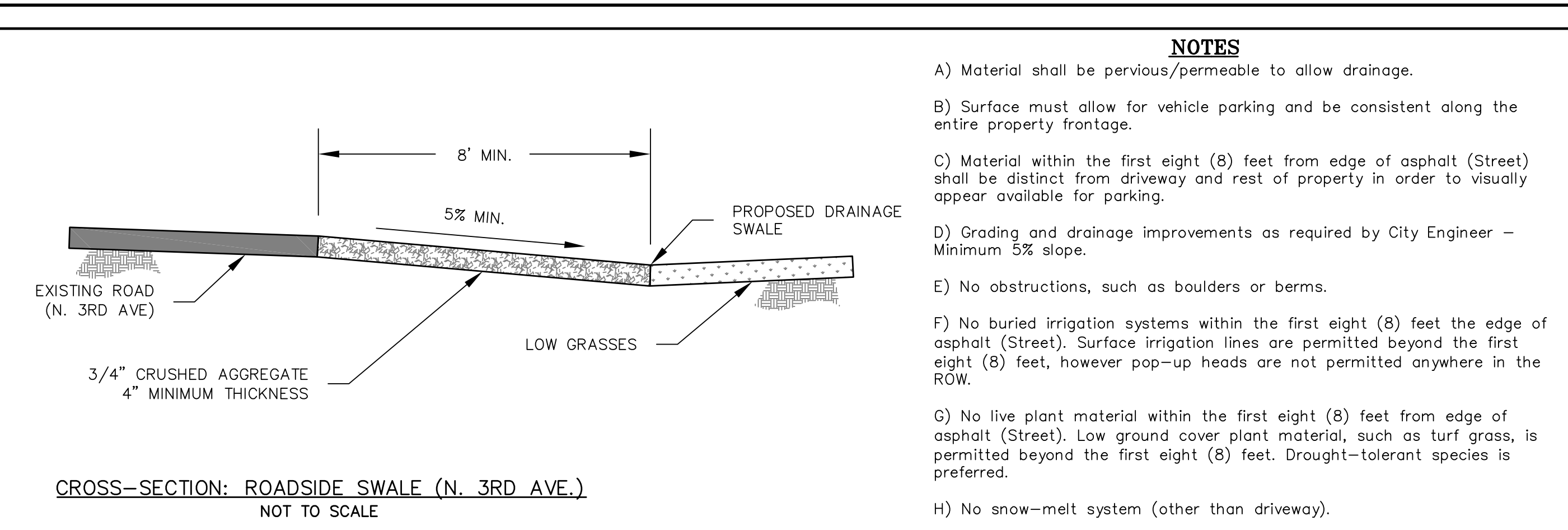
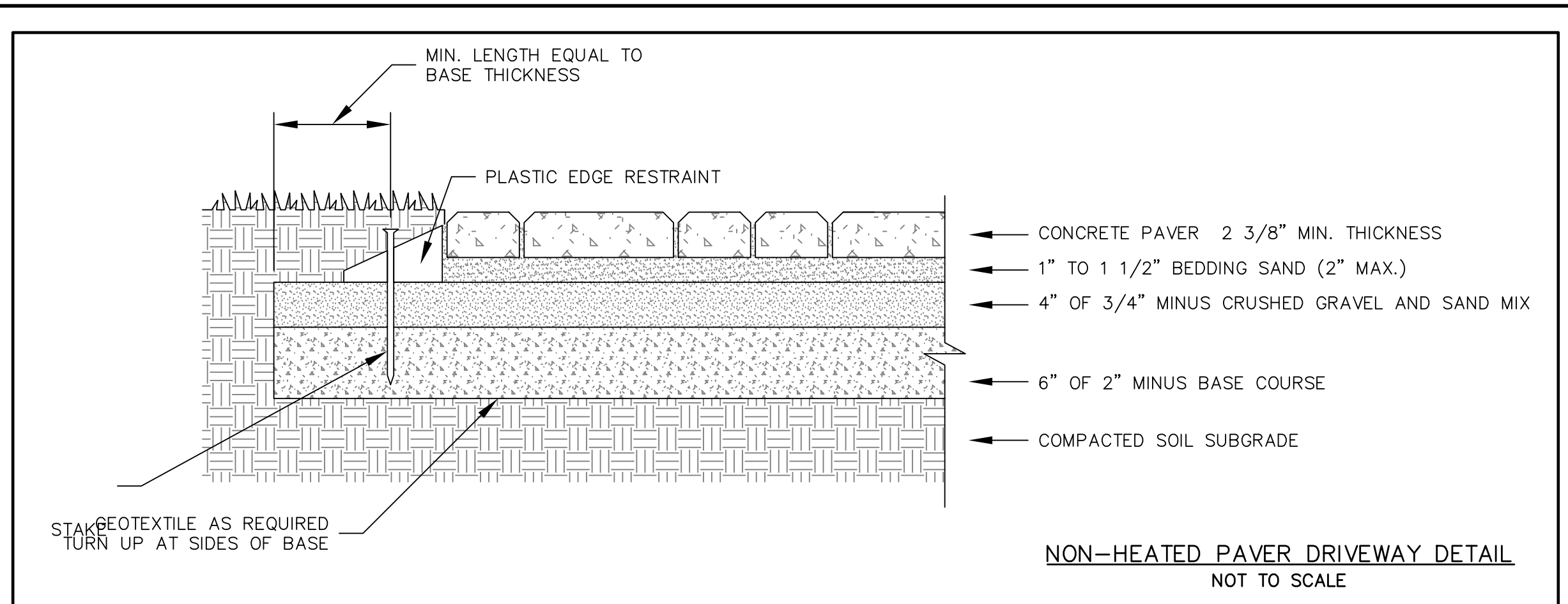
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A SITE, UTILITY, & R.O.W. ENCROACHMENT PLAN SHOWING  
 LOT 11, BLK 104, KETCHUM TOWNSITE  
 WITHIN S13, T.4N., R.17E., B.M., CITY OF KETCHUM, BLAINE COUNTY, IDAHO  
 PREPARED FOR LOWELL BENGEOECHA & DRAW ARCHITECTURE + DESIGN

Alpine Enterprises Inc.  
 Surveying, Mapping, Civil Engineering,  
 and Natural Hazards Consulting  
 660 Bell Dr., Unit 1  
 P.O. Box 2037, Ketchum, ID 83340 USA  
 (208) 727-1998 727-1997 fax  
 email: benth@alpineenterprisesinc.com

| REVISIONS                              | NO | DATE    | BY  |
|--|----|---------|-----|
| PRELIMINARY ONLY: NOT FOR CONSTRUCTION |    |         |     |
| BUILDING REVIEW SUBMITTAL              |    |         |     |
| REVISED: PLANNING & ENGINEERING REVIEW | 1  | 11OCT22 | AHN |

**C1**



PROJECT PATH AND PRINT DATE U:\Landscape\Projects\2004\1878\_K\_Blik104\_L12.dwg\1878\_CS\_K\_Blik104\_L111\_Civil\2022.dwg 10/14/2022 2:22:54 PM MST

A SITE, UTILITY, & R.O.W. ENCROACHMENT PLAN SHOWING  
LOT 11, BLK 104, KETCHUM TOWNSITE  
WITHIN S13, T.4N., R.17E., B.M., CITY OF KETCHUM, BLAINE COUNTY, IDAHO  
PREPARED FOR LOWELL BENGOCHEA & DRAW ARCHITECTURE + DESIGN

Alpine Enterprises Inc.  
Surveying, Mapping, Civil Engineering,  
and Natural Hazards Consulting  
Dr. J. R. Ketchum, ID# 83340 USA  
P.O. Box 2037, Ketchum, ID 83340  
(208) 727-1988  
email: barmth@alpineenterprisesinc.com

PROFESSIONAL ENGINEER  
19975  
1400722  
DATE OF EXPIRATION  
ALEX WEL

| REVISIONS                                | NO | DATE     | BY  |
|--|----|----------|-----|
| BUILDING APPROVAL - NOT FOR CONSTRUCTION |    |          |     |
| BUILDING REVIEW SUBMITTAL                |    |          |     |
| REVISION: PLANNING & ENGINEERING REVIEW  | 1  | 11/01/22 | AHN |

**C2**





## City of Ketchum

November 7<sup>th</sup>, 2022

Mayor Bradshaw and City Councilors  
City of Ketchum  
Ketchum, Idaho

Mayor Bradshaw and City Councilors:

### **Recommendation to Approve the Deep Powder Townhomes Final Plat Application**

#### Recommendation and Summary

Staff recommends the Ketchum City Council approve the Townhouse Subdivision Final Plat application, submitted by Bruce Smith, PLS, of Alpine Enterprises Inc on behalf of property owner Deep Powder LLC, to subdivide a new 2-unit detached townhome development located at 255 Hillside Drive within the City's General Residential Low Density (GR-L) Zoning District, Mountain Overlay, and Avalanche Zone into two townhouse sublots.

Recommended Motion: "I move to approve the Deep Powder Townhomes Final Plat application Findings of Fact and Conclusions of Law subject to conditions of approval 1-5."

The reasons for the recommendation are as follows:

- The Ketchum City Council unanimously approved the Townhouse Subdivision Preliminary Plat (Application File No. P21-017) to subdivide the property into two townhouse sublots on May 3<sup>rd</sup>, 2021.
- All site, utility, right-of-way, and drainage improvements have been inspected by City Departments and completed to their satisfaction. The new duplex was issued a Certificate of Occupancy on November 1, 2022.
- The request to subdivide meets all applicable standards for Townhouse Final Plats contained in Ketchum Municipal Code's Subdivision (Title 16) regulations.

#### Analysis

The applicant, property owner Deep Powder LLC represented by Bruce Smith, PLS of Alpine Enterprises Inc., is requesting Townhouse Subdivision Final Plat approval for a new duplex located at 255 Hillside Drive within the City's General Residential Low Density (GR-L) Zoning District, Mountain Overlay, and Avalanche Zoning District. The project received Mountain Overlay Design Review approval (Application File No. P21-018) from the Planning and Zoning Commission on March 30<sup>th</sup>, 2021. The City issued a building permit for the construction of the new duplex (Application File No. B21-026) on June 1<sup>st</sup>, 2021. The Planning and Zoning Commission reviewed the Deep Powder Subdivision Preliminary Plat (Application File No. P21-017), held a public hearing, and unanimously recommended approval of the application to the City Council on March 30<sup>th</sup>, 2021. The Ketchum City Council unanimously approved

the Townhouse Subdivision Preliminary Plat (Application File No. P21-017) to subdivide the property into two townhouse sublots on May 3<sup>rd</sup>, 2021.

All project plans for the townhome development were review and approved by City Departments through the project Mountain Overlay Design Review (Application File No. P21-018), Townhouse Subdivision Preliminary Plat (Application File No. P21-017), and Building Permit (Application File No. B21-026). All improvements have been inspected by City Departments and completed to their satisfaction. The new duplex was issued a Certificate of Occupancy on November 1, 2022.

#### Financial Impact

Recording the Final Plat signals to the Blaine County Assessor's Office that the townhome units have been subdivided, resulting in 2 separate legal descriptions and tax assessments, independently sellable. There is no financial requirement from the city for this action.

#### Attachments

Findings of Fact, Conclusions of Law, and Decision  
Deep Powder Final Plat Application



**City of Ketchum  
Planning & Building**

|                                       |   |  |
|---------------------------------------|---|--|
| IN RE:                                | ) |  |
|                                       | ) |  |
| Deep Powder Townhomes                 | ) | <b>KETCHUM CITY COUNCIL</b>                      |
| Townhouse Subdivision Final Plat      | ) | <b>FINDINGS OF FACT, CONCLUSIONS OF LAW, AND</b> |
| Date: November 7 <sup>th</sup> , 2022 | ) | <b>DECISION</b>                                  |
|                                       | ) |  |
| File Number: 22-053                   | ) |  |

**Findings Regarding Application Filed**

|                            |   |
|----------------------------|---|
| <b>PROJECT:</b>            | Deep Powder Townhomes Subdivision Final Plat  |
| <b>FILE NUMBER:</b>        | P22-053   |
| <b>ASSOCIATED PERMITS:</b> | Mountain Overlay Design Review P21-018, Townhouse Subdivision Preliminary Plat P21-017, Building Permit B21-026 |
| <b>OWNER:</b>              | Deep Powder LLC   |
| <b>REPRESENTATIVE:</b>     | Bruce Smith, PLS, Alpine Enterprises Inc.   |
| <b>REQUEST:</b>            | Townhouse Subdivision Final Plat for the Deep Powder Townhomes  |
| <b>LOCATION:</b>           | 255 Hillside Drive (Warm Springs Subdivision #5: Block 2: Lot 33)   |
| <b>NOTICE:</b>             | No public hearing is required as the final plat substantially conforms to the preliminary plat.                 |
| <b>ZONING:</b>             | General Residential – Low Density (GR-L)  |
| <b>OVERLAY:</b>            | Mountain Overlay & Avalanche  |

**FINDINGS OF FACT**

The applicant, property owner Deep Powder LLC represented by Bruce Smith, PLS of Alpine Enterprises Inc., is requesting Final Plat approval for a new duplex located at 255 Hillside Drive within the City’s General Residential Low Density (GR-L) Zoning District, Mountain Overlay, and Avalanche Zoning District. The project received Mountain Overlay Design Review approval (Application File No. P21-018) from the Planning and Zoning Commission on March 30<sup>th</sup>, 2021. The City issued a building permit for the construction of the new duplex (Application File No. B21-026) on June 1<sup>st</sup>, 2021. The Planning and Zoning Commission reviewed the Deep Powder Subdivision Preliminary Plat (Application File No. P21-017), held a public hearing, and unanimously recommended approval of the application to the City

Council on March 30<sup>th</sup>, 2021. The Ketchum City Council unanimously approved the Townhouse Subdivision Preliminary Plat (Application File No. P21-017) to subdivide the property into two townhouse sublots on May 3<sup>rd</sup>, 2021.

**FINDING REGARDING COMPLETION OF IMPROVEMENTS**

All project plans for the townhome development were review and approved by City Departments through the project Mountain Overlay Design Review (Application File No. P21-018), Townhouse Subdivision Preliminary Plat (Application File No. P21-017), and Building Permit (Application File No. B21-026). All improvements have been inspected by City Departments and completed to their satisfaction. The new duplex was issued a Certificate of Occupancy on November 1, 2022.

**FINDINGS REGARDING TOWNHOUSE SUBDIVISION PROCEDURE (KMC §16.04.080)**

All land subdivisions in the City of Ketchum are subject to the standards contained in Ketchum, Municipal Code, Title 16, Subdivision. Many standards are related to the design and construction of multiple new lots that will form new blocks and infrastructure, such as streets that will be dedicated to and maintained by the City. The standards for certain improvements (KMC §16.04.040) are not applicable to this project as this application proposes to subdivide an existing lot within a residential subdivision into 2 townhouse sublots. As conditioned, the request to subdivide meets all applicable standards for Townhouse Final Plats contained in Ketchum Municipal Code’s Subdivision (Title 16) and Zoning (Title 17) regulations. The Townhouse Subdivision does not change the residential use or alter the development as reviewed and approved through Mountain Overlay Design Review (Application File No. P21-018), Townhouse Subdivision Preliminary Plat (Application File No. P21-017), and Building Permit (Application File No. B21-026).

**Table 2: Findings Regarding Townhouse Final Plat Requirements**

| Townhouse Final Plat Requirements   |                          |                          |                                     |   |
|-------------------------------------|--------------------------|--------------------------|-------------------------------------|---|
| Compliant                           |                          |                          | Standards and City Council Findings |   |
| Yes                                 | No                       | N/A                      | Ketchum Municipal Code              | City Standards and <i>City Council Findings</i>   |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 16.04.080.D                         | <p><b>D. Final Plat Procedure:</b></p> <p><b>1. The final plat procedure contained in subsection 16.04.030G of this chapter shall be followed. However, the final plat shall not be signed by the city clerk and recorded until the townhouse has received either:</b></p> <ul style="list-style-type: none"> <li>a. A certificate of occupancy issued by the city of Ketchum for all structures in the townhouse development and completion of all design review elements as approved by the planning and zoning administrator; or</li> <li>b. Signed council approval of a phased development project consistent with §16.04.110 herein.</li> </ul> <p><b>2. The council may accept a security agreement for any design review elements not completed on a case by case basis pursuant to title 17, chapter 17.96 of this code.</b></p> |

|                                     |                          |                          |                              |   |
|-------------------------------------|--------------------------|--------------------------|------------------------------|---|
|                                     |                          |                          | <b>City Council Findings</b> | <i>The Final Plat may be signed by the City Clerk in accordance with KMC §16.04.110 as all improvements have been completed to the satisfaction of all City Departments. The townhouse development was issued a Certificate of Occupancy on November 1, 2022.</i>   |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 16.04.080.E                  | <p><b>E. Required Findings:</b> In addition to all Townhouse Developments complying with the applicable provisions of Title 17 and this Subdivision Chapter (§16.04), the Administrator shall find that</p> <ol style="list-style-type: none"> <li>1. All Townhouse Developments, including each individual subplot, shall not exceed the maximum building coverage requirements of the zoning district.</li> <li>2. <b>Garage:</b> All garages shall be designated on the preliminary and final plats and on all deeds as part of the particular townhouse units. Detached garages may be platted on separate sublots; provided, that the ownership of detached garages is tied to specific townhouse units on the townhouse plat and in any owner's documents, and that the detached garage(s) may not be sold and/or owned separate from any dwelling unit(s) within the townhouse development.</li> </ol> |
|                                     |                          |                          | <b>City Council Findings</b> | <i>The townhouse development meets the dimensional standards and requirements of the General Residential Low Density (GR-L) Zoning District. The duplex's building coverage is 34% (3,775 square feet building coverage/11,150-square-foot lot). No detached garages are proposed with this townhome development. Each townhome has its own attached garage platted on the same sublots as the townhome unit.</i>   |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 16.04.080.F                  | <b>General Applicability:</b> All other provisions of this chapter and all applicable ordinances, rules and regulations of the city and all other governmental entities having jurisdiction shall be complied with by townhouse subdivisions.   |
|                                     |                          |                          | <b>City Council Findings</b> | <i>All other provisions of this chapter and all applicable ordinances, rules, and regulations of the City and other governmental entities having jurisdiction shall be complied with by the townhouse subdivision.</i>  |

**Table 3: Findings Regarding Final Plat Requirements**

| Final Plat Requirements             |                          |                          |                                     |   |
|-------------------------------------|--------------------------|--------------------------|-------------------------------------|---|
| Compliant                           |                          |                          | Standards and City Council Findings |   |
| YES                                 | NO                       | N / A                    | Ketchum Municipal Code              | City Standards and <i>City Council Findings</i>   |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 16.04.030.K                         | <b>Contents Of Final Plat:</b> The final plat shall be drawn at such a scale and contain such lettering as to enable same to be placed upon sheets of |

|                                     |                          |                                     |   |
|-------------------------------------|--------------------------|-------------------------------------|---|
|                                     |                          |                                     | <p>eighteen inch by twenty four inch (18" x 24") Mylar paper with no part of the drawing nearer to the edge than one-half inch (1/2"), and shall be in conformance with the provisions of title 50, chapter 13, Idaho Code. The reverse side of such sheet shall not be used for any portion of the drawing, but may contain written matter as to dedications, certificates, signatures, and other information. The contents of the final plat shall include all items required under title 50, chapter 13, Idaho Code, and also shall include the following:</p> |
|                                     |                          |                                     | <p><i>City Council Findings</i><br/>The Final Plat mylar shall be prepared following Ketchum City Council review and approval of the Final Plat application and shall meet these standards.</p>   |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/>            | <p>16.04.030.K.1<br/>Point of beginning of subdivision description tied to at least two (2) governmental survey corners, or in lieu of government survey corners, to monuments recognized by the city engineer.</p>   |
|                                     |                          |                                     | <p><i>City Council Findings</i><br/>This standard has been met.</p>   |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/>            | <p>16.04.030.K.2<br/>Location and description of monuments.</p>   |
|                                     |                          |                                     | <p><i>City Council Findings</i><br/>This standard has been met.</p>   |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/>            | <p>16.04.030.K.3<br/>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.</p>   |
|                                     |                          |                                     | <p><i>City Council Findings</i><br/>This standard has been met.</p>   |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/>            | <p>16.04.030.K.4<br/>Names and locations of all adjoining subdivisions.</p>   |
|                                     |                          |                                     | <p><i>City Council Findings</i><br/>This standard has been met. The names, locations, and boundary lines of adjoining subdivisions, including the Herbie Rides Again Townhomes and Warm Springs Village Subdivision No. 5, are identified on the Final Plat.</p>  |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/>            | <p>16.04.030.K.5<br/>Name and right of way width of each street and other public rights of way.</p>   |
|                                     |                          |                                     | <p><i>City Council Findings</i><br/>This standard has been met. Hillside Drive and its 60-foot-wide right-of-way are indicated on the plat.</p>   |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/>            | <p>16.04.030.K.6<br/>Location, dimension and purpose of all easements, public or private.</p>   |
|                                     |                          |                                     | <p><i>City Council Findings</i><br/>No public easements exist, are proposed, or are required on the property. Plat Note No. 4 provides a mutual non-exclusive easement for existing and future water, cable TV, sewer, telephone, and electric lines under and across the townhome units and townhouse sublots.</p>   |
| <input type="checkbox"/>            | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <p>16.04.030.K.7<br/>The blocks numbered consecutively throughout each block.</p>   |

|                                     |                          |                                     |                              |  |
|-------------------------------------|--------------------------|-------------------------------------|------------------------------|--|
|                                     |                          |                                     | <b>City Council Findings</b> | <i>This townhouse subdivision will subdivide an existing lot within a residential subdivision into 2 townhouse sublots. No new blocks are created with the townhouse subdivision.</i>  |
| <input type="checkbox"/>            | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <b>16.04.030.K.8</b>         | <b>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.</b> |
|                                     |                          |                                     | <b>City Council Findings</b> | <i>N/A as no dedications have been required or proposed for this townhouse subdivision.</i>  |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/>            | <b>16.04.030.K.9</b>         | <b>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.</b>   |
|                                     |                          |                                     | <b>City Council Findings</b> | <i>This standard has been met. The name of the proposed subdivision is Deep Powder Townhomes.</i>  |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/>            | <b>16.04.030.K.10</b>        | <b>Scale, north arrow and date.</b>  |
|                                     |                          |                                     | <b>City Council Findings</b> | <i>This standard has been met.</i>   |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/>            | <b>16.04.030.K.11</b>        | <b>Location, width, and names of all existing or dedicated streets and other public ways within or adjacent to the proposed subdivision</b>  |
|                                     |                          |                                     | <b>City Council Findings</b> | <i>The location and width of existing Hillside Drive is indicated on the final plat map. No new public streets or public ways are proposed for the townhouse subdivision.</i>  |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/>            | <b>16.04.030.K.12</b>        | <b>A provision in the owner's certificate referencing the county recorder's instrument number where the condominium declaration(s) and/or articles of incorporation of homeowners' association governing the subdivision are recorded.</b>   |
|                                     |                          |                                     | <b>City Council Findings</b> | <i>As conditioned, this standard will be met prior to recordation of the Final Plat. The applicant shall include a provision in the owner's certificate referencing the county recorder's instrument number where the townhome declaration and party wall agreement. This reference is included in Plat Note No. 5.</i>  |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/>            | <b>16.04.030.K.13</b>        | <b>Certificate by registered engineer or surveyor preparing the map certifying to the accuracy of surveying plat.</b>  |
|                                     |                          |                                     | <b>City Council Findings</b> | <i>As conditioned, this standard will be met prior to recordation of the Final Plat. The signature block page on Sheet 2 of the final plat includes the surveyor's certification.</i>  |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/>            | <b>16.04.030.K.14</b>        | <b>A current title report of all property contained within the plat.</b>   |
|                                     |                          |                                     | <b>City Council Findings</b> | <i>This standard has been met. A title report and warranty deed were submitted with the Final Plat application and both are current.</i>   |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/>            | <b>16.04.030.K.15</b>        | <b>Certification of owner(s) of record and all holders of security interest(s) of record with regard to such property.</b>   |
|                                     |                          |                                     | <b>City Council Findings</b> | <i>As conditioned (#3), this standard will be met prior to recordation of the Final Plat. The signature block page on Sheet 2 of the final plat includes a</i>   |

|                                     |                          |                                     |                              |  |
|-------------------------------------|--------------------------|-------------------------------------|------------------------------|--|
|                                     |                          |                                     |                              | <i>certificate of ownership and associated acknowledgement from all owners and holders of security interest with regard to the subject property, which shall be signed following Ketchum City Council review and approval of the application and prior to recordation of the Final Plat.</i>   |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/>            | <b>16.04.030.K.16</b>        | <b>Certification and signature of engineer (surveyor) verifying that the subdivision and design standards meet all city requirements.</b>  |
|                                     |                          |                                     | <i>City Council Findings</i> | <i>As conditioned (#3), this standard will be met prior to recordation of the Final Plat. The signature block page on Sheet 2 of the final plat include the certification and signature of the surveyor verifying that the subdivision and design standards meet all City requirements.</i>  |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/>            | <b>16.04.030.K.17</b>        | <b>Certification and signature of the city engineer verifying that the subdivision and design standards meet all city requirements.</b>  |
|                                     |                          |                                     | <i>City Council Findings</i> | <i>As conditioned (#3), this standard will be met prior to recordation of the Final Plat. The signature block page on Sheet 2 of the final plat includes a the City Engineer's approval and verification that the subdivision and design standards meet all City requirements.</i>   |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/>            | <b>16.04.030.K.18</b>        | <b>Certification and signature of the city clerk of the city of Ketchum verifying that the subdivision has been approved by the council.</b>   |
|                                     |                          |                                     | <i>City Council Findings</i> | <i>As conditioned (#3), this standard will be met prior to recordation of the Final Plat. The signature block page on Sheet 2 includes the certification and signature of the City Clerk verifying the subdivision has been approved by City Council.</i>  |
| <input type="checkbox"/>            | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <b>16.04.030.K.19</b>        | <b>Notation of any additional restrictions imposed by the council on the development of such subdivision to provide for the public health, safety and welfare.</b>   |
|                                     |                          |                                     | <i>City Council Findings</i> | <i>N/A as no restrictions were imposed by the Planning &amp; Zoning Commission or Ketchum City Council during review of the Preliminary Plat application.</i>  |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/>            | <b>16.04.030.L</b>           | <b>Final Plat Copies: Both a hard copy and a digital copy of the final plat shall be filed with the administrator prior to being placed upon the Council's agenda. A digital copy of the final plat as approved by the council and signed by the city clerk shall be filed with the administrator and retained by the city. The. Applicant shall also provide the city with a digital copy of the recorded document with its assigned legal instrument number.</b> |
|                                     |                          |                                     | <i>City Council Findings</i> | <i>This standard has been met.</i>   |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/>            | <b>16.04.040.A</b>           | <b>Required Improvements: The improvements set forth in this section shall be shown on the preliminary plat and installed prior to approval of the final plat. Construction design plans shall be submitted and approved by the city engineer. All such improvements shall be in accordance with the comprehensive plan and constructed in compliance with construction standard specifications adopted by the city.</b>   |
|                                     |                          |                                     | <i>City Council Findings</i> | <i>All project plans for the townhome development were reviewed and approved by City Departments through Mountain Overlay Design Review</i>  |



|                                     |                          |                                     |                              |  |
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|                                     |                          |                                     |                              | <i>(Application File No. P21-018), Townhouse Subdivision Preliminary Plat (Application File No. P21-017), and Building Permit (Application File No. B21-026). All improvements have been inspected by City Departments and completed to their satisfaction. The townhouse development was issued a Certificate of Occupancy on November 1, 2022. The project's utilities, private driveway, and right-of-way improvements have been installed and completed to the satisfaction of all City Departments.</i>   |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/>            | <b>16.04.040.B</b>           | <b>Improvement Plans:</b> Prior to approval of final plat by the Council, the subdivider shall file two (2) copies with the city engineer, and the city engineer shall approve construction plans for all improvements required in the proposed subdivision. Such plans shall be prepared by a civil engineer licensed in the state.   |
|                                     |                          |                                     | <b>City Council Findings</b> | <i>City Departments, including Planning, Building, Fire, Streets, City Engineer, and Utilities, reviewed approved all required improvements through Mountain Overlay Design Review (Application File No. P21-018), Townhouse Subdivision Preliminary Plat (Application File No. P21-017), and Building Permit (Application File No. B21-026).</i>  |
| <input type="checkbox"/>            | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <b>16.04.040.C</b>           | <b>Performance Bond:</b> Prior to final plat approval, the subdivider shall have previously constructed all required improvements and secured a certificate of completion from the city engineer. However, in cases where the required improvements cannot be constructed due to weather, factors beyond the control of the subdivider, or other conditions as determined acceptable at the sole discretion of the city, the city council may accept, in lieu of any or all of the required improvements, a performance bond filed with the city clerk to ensure actual construction of the required improvements as submitted and approved. Such performance bond shall be issued in an amount not less than one hundred fifty percent (150%) of the estimated costs of improvements as determined by the city engineer. In the event the improvements are not constructed within the time allowed by the city council (which shall be two years or less, depending upon the individual circumstances), the council may order the improvements installed at the expense of the subdivider and the surety. In the event the cost of installing the required improvements exceeds the amount of the bond, the subdivider shall be liable to the city for additional costs. The amount that the cost of installing the required improvements exceeds the amount of the performance bond shall automatically become a lien upon any and all property within the subdivision owned by the owner and/or subdivider. |
|                                     |                          |                                     | <b>City Council Findings</b> | <i>N/A. All improvements have been inspected by City Departments and completed to their satisfaction. The townhouse development was issued a Certificate of Occupancy on insert date, 2022. The project's utilities, private driveway, and right-of-way improvements have been installed and completed to the satisfaction of all City Departments.</i>  |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/>            | <b>16.04.040.D</b>           | <b>As Built Drawing:</b> Prior to acceptance by the city council of any improvements installed by the subdivider, two (2) sets of as built plans   |

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|                                     |                          |                          |                              | 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.   |
|                                     |                          |                          | <b>City Council Findings</b> | <i>All project plans for the townhome development were reviewed and approved by City Departments through Mountain Overlay Design Review (Application File No. P21-018), Townhouse Subdivision Preliminary Plat (Application File No. P21-017), and Building Permit (Application File No. B21-026). All improvements have been inspected by City Departments and completed to their satisfaction. The townhouse development was issued a Certificate of Occupancy on November 1, 2022. The project's utilities, private driveway, and right-of-way improvements have been installed and completed to the satisfaction of all City Departments.</i>  |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 16.04.040.E                  | <p><b>Monumentation:</b> 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"> <li>1. All angle points in the exterior boundary of the plat.</li> <li>2. All street intersections, points within and adjacent to the final plat.</li> <li>3. All street corner lines ending at boundary line of final plat.</li> <li>4. All angle points and points of curves on all streets.</li> <li>5. The point of beginning of the subdivision plat description.</li> </ol>   |
|                                     |                          |                          | <b>City Council Findings</b> | <i>The applicant shall meet the required monumentation standards prior to recordation of the Final Plat.</i>   |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 16.04.040.F                  | <p><b>Lot Requirements:</b></p> <ol style="list-style-type: none"> <li>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.</li> <li>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</li> </ol> |

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|                          |                          |                                     | <p>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"> <li>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.</li> <li>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.</li> </ul> <p>3. Corner lots outside of the original Ketchum Townsite shall have a property line curve or corner of a minimum radius of twenty five feet (25') unless a longer radius is required to serve an existing or future use.</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. Minimum lot sizes in all cases shall be reversed frontage lot(s).</p> |
|                          |                          | <b>City Council Findings</b>        | <p><i>Standards 4, 5, and 6 have been met.</i></p> <p><i>Standard 2 has been met as the required building envelope is indicated on the final plat map.</i></p> <p><i>Standard 1 has been met. Existing Lot 33 within Block 2 of Warm Springs Subdivision No. 5 has a width of 90 feet, which conforms to the 80-foot average lot width required in the GR-L Zone. The total lot area is 11,150 square feet, which is 3,150 square feet greater than the minimum lot area required in the GR-L Zone.</i></p>  |
| <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <p><b>16.04.040.G</b></p> <p><b>G. Block Requirements:</b> The length, width and shape of blocks within a proposed subdivision shall conform to the following requirements:</p> <ul style="list-style-type: none"> <li>1. No block shall be longer than one thousand two hundred feet (1,200'), nor less than four hundred feet (400') between the</li> </ul>  |

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|                                     |                          |                              | <p>street intersections, and shall have sufficient depth to provide for two (2) tiers of lots.</p> <p>2. Blocks shall be laid out in such a manner as to comply with the lot requirements.</p> <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. Except in the original Ketchum Townsite, corner lots shall contain a building envelope outside of a seventy five foot (75') radius from the intersection of the streets.</p>   |
|                                     |                          | <b>City Council Findings</b> | <i>This townhouse subdivision application does not create a new block. This requirement is not applicable.</i>  |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/>     | <p><b>16.04.040.H</b></p> <p><b>Street Improvement Requirements:</b></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.</p> |

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|  |  |  | <p>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 County Assessor's office 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 shall be required consistent with adopted city standards and where designated 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 and chapter 12.04 of this code;</p> |
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|                          |                          |                                     | <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 shall be required consistent with adopted city standards and where designated shall be a required improvement installed by the subdivider;</p> <p>23. Gates are prohibited on private roads and parking access/entranceways, private driveways accessing more than one single-family dwelling unit and one accessory dwelling unit, and public rights-of-way unless approved by the City Council; and</p> <p>24. No new public or private streets or flag lots associated with a proposed subdivision (land, planned unit development, townhouse, condominium) are permitted to be developed on parcels within the Avalanche Zone.</p> |
|                          |                          | <b>City Council Findings</b>        | <p><i>This townhouse subdivision does not create new street, public road, or bridge. The townhome units are accessed from existing Hillside Drive.</i></p> <p><i>The property is located Avalanche Zone—no new public or private streets or flag lots are proposed. The project complies with Ketchum Municipal Code §16.04.040.H.24.</i></p>   |
| <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <p><b>16.04.040.I</b></p> <p><b>Alley Improvement Requirements:</b> Alleys shall be provided in, commercial and light industrial zoning districts. The width of an alley shall be not less than twenty feet (20'). Alley intersections and sharp changes in alignment shall be avoided, but where necessary, corners shall be provided to permit safe vehicular movement. Dead end alleys shall be permitted only within the original Ketchum Townsite and only after due consideration of the interests of the owners of property adjacent to the dead-end alley including, but not limited to, the provision of fire protection, snow removal and trash collection services to such properties. Improvement of alleys shall be done by the subdivider as required improvement and in conformance with design standards specified in subsection H2 of this section.</p>  |
|                          |                          | <b>City Council Findings</b>        | <p><i>This proposal does not create a new alley. This standard is not applicable as the proposed townhome units are located within a residential neighborhood and alleys are not required to be provided.</i></p>   |
| <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <p><b>16.04.040.J</b></p> <p><b>Required Easements:</b> 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>   |

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|                                     |                          |                              | <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>City Council Findings</i> | <i>N/A no new public easements are required for the townhouse subdivision.</i>  |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/>     | 16.04.040.K Sanitary Sewage Disposal Improvements: Central sanitary sewer systems shall be installed in all subdivisions and connected to the   |

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|                                     |                          |                                     |                              | <p>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>City Council Findings</i> | <i>The development is connected to the municipal sewer system. The sewer services have been completed to the satisfaction of the Utilities Department.</i>  |
| <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>City Council Findings</i> | <i>The townhome development is connected to the municipal water system. The water service connections have been completed to the satisfaction of the Utilities Department.</i>  |
| <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>City Council Findings</i> | <i>This standard is not applicable as the sublots are located within an existing residential neighborhood and the subject property does not adjoin incompatible uses or features.</i>   |



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| <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"> <li>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.</li> <li>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"> <li>a. Proposed contours at a maximum of five foot (5') contour intervals.</li> <li>b. Cut and fill banks in pad elevations.</li> <li>c. Drainage patterns.</li> <li>d. Areas where trees and/or natural vegetation will be preserved.</li> <li>e. Location of all street and utility improvements including driveways to building envelopes.</li> <li>f. Any other information which may reasonably be required by the Administrator, commission or Council to adequately review the affect of the proposed improvements.</li> </ol> </li> <li>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.</li> <li>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.</li> <li>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.</li> <li>6. Where cuts, fills, or other excavations are necessary, the following development standards shall apply: <ol style="list-style-type: none"> <li>a. Fill areas shall be prepared by removing all organic material detrimental to proper compaction for soil stability.</li> <li>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).</li> </ol> </li> </ol> |
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|                                     |                          |                          |                              | <p>c. Cut slopes shall be no steeper than two horizontal to one vertical (2:1). Subsurface drainage shall be provided as necessary for stability.</p> <p>d. Fill slopes shall be no steeper than three horizontal to one vertical (3:1). Neither cut nor fill slopes shall be located on natural slopes of three to one (3:1) or steeper, or where fill slope toes out within twelve feet (12') horizontally of the top and existing or planned cut slope.</p> <p>e. Toes of cut and fill slopes shall be set back from property boundaries a distance of three feet (3'), plus one-fifth (1/5) of the height of the cut or the fill, but may not exceed a horizontal distance of ten feet (10'); tops and toes of cut and fill slopes shall be set back from structures at a distance of at least six feet (6'), plus one-fifth (1/5) of the height of the cut or the fill. Additional setback distances shall be provided as necessary to accommodate drainage features and drainage structures.</p>                |
|                                     |                          |                          | <b>City Council Findings</b> | <i>The project's grading improvements were reviewed and approved by City Departments through Mountain Overlay Design Review (Application File No. P21-018), Townhouse Subdivision Preliminary Plat (Application File No. P21-017), and Building Permit (Application File No. B21-026).</i>  |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 16.04.040.O                  | <p><b>Drainage Improvements:</b> 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> |
|                                     |                          |                          | <b>City Council Findings</b> | <i>The project's drainage improvements were reviewed and approved by City Departments through Mountain Overlay Design Review (Application File No. P21-018), Townhouse Subdivision Preliminary Plat (Application File No. P21-017), and Building Permit (Application File No. B21-026).</i>   |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 16.04.040.P                  | <p><b>Utilities:</b> In addition to the terms mentioned in this section, all utilities including, but not limited to, electricity, natural gas, telephone and cable services shall be installed underground as a required improvement by the subdivider. Adequate provision for expansion of such services within the subdivision or to adjacent lands including installation of conduit pipe across and underneath streets shall be installed by the subdivider prior to construction of street improvements.</p>  |

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|-------------------------------------|--------------------------|-------------------------------------|------------------------------|--|
|                                     |                          |                                     | <b>City Council Findings</b> | <i>All utilities required to serve the townhome development, including natural gas, telephone, cable, and electricity have been installed.</i>   |
| <input type="checkbox"/>            | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <b>16.04.040.Q</b>           | <b>Off Site Improvements:</b> Where the off site impact of a proposed subdivision is found by the commission or Council to create substantial additional traffic, improvements to alleviate that impact may be required of the subdivider prior to final plat approval, including, but not limited to, bridges, intersections, roads, traffic control devices, water mains and facilities, and sewer mains and facilities. |
|                                     |                          |                                     | <b>City Council Findings</b> | <i>No off-site improvements are required with this townhouse subdivision.</i>  |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/>            | <b>16.04.040.R</b>           | <b>Avalanche And Mountain Overlay:</b> All improvements and plats (land, planned unit development, townhouse, condominium) created pursuant to this chapter shall comply with City of Ketchum Avalanche Zone District and Mountain Overlay Zoning District requirements as set forth in Title 17 of this Code.   |
|                                     |                          |                                     | <b>City Council Findings</b> | <i>The townhome development complies with all Avalanche Zone District standards specified in Chapter 17.92 of Ketchum Municipal Code and Mountain Overlay Design Review standards specified in Chapter 17.104 of Ketchum Municipal Code. The project received Mountain Overlay Design Review approval (Application File No. P21-018) from the Planning and Zoning Commission on March 30th, 2021.</i>                      |
| <input type="checkbox"/>            | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <b>16.04.040.S</b>           | <b>Existing natural features which enhance the attractiveness of the subdivision and community, such as mature trees, watercourses, rock outcroppings, established shrub masses and historic areas, shall be preserved through design of the subdivision.</b>  |
|                                     |                          |                                     | <b>City Council Findings</b> | <i>N/A. No existing natural features that would have enhanced the attractiveness of the townhome subdivision were present on the parent lot. The project's new landscaping will beautify the townhome development.</i>   |

### CONCLUSIONS OF LAW

1. The City of Ketchum is a municipal corporation established in accordance with Article XII of the Constitution of the State of Idaho and Title 50 Idaho Code and is required and has exercised its authority pursuant to the Local Land Use Planning Act codified at Chapter 65 of Title 67 Idaho Code and pursuant to Chapters 3, 9 and 13 of Title 50 Idaho Code to enact the Ordinances and regulations, which Ordinances are codified in the Ketchum City Code ("KMC") and are identified in the Findings of Fact and which are herein restated as Conclusions of Law by this reference and which City Ordinances govern the Applicant's Townhouse Subdivision Final Plat application for the development and use of the project site.
  
2. The Ketchum City Council has authority to hear the applicant's Townhouse Subdivision application pursuant to Chapter 16.04 of Ketchum Code Title 16.

3. The Townhouse Subdivision Final Plat application is governed under Sections 16.04.010, 16.04.020, 16.04.030, 16.04.080, and 16.04.110 of Ketchum Municipal Code Chapter 16.04.
3. The proposed Townhouse Subdivision for the Deep Powder Townhomes development meets the standards for Townhouse Final Plats under Title 16 of Ketchum Municipal Code subject to conditions of approval.

### DECISION

**THEREFORE**, the Ketchum City Council **approves** this Townhouse Subdivision Final Plat application this Monday, November 7<sup>th</sup>, 2022 subject to the following conditions:

### CONDITIONS OF APPROVAL

1. The Townhome Declaration and Party Wall Agreement shall be simultaneously recorded with the Final Plat, and the City will not now, nor in the future, determine the validity of the Townhome Declaration and Party Wall Agreement.
2. The applicant shall provide a copy of the recorded Final Plat and the associated condominium owners' documents to the Planning and Building Department for the official file on the application.
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 KMC §16.04.030J including certificates and signatures.
4. The project shall comply with all governing ordinances, requirements, and regulations of the Fire Department (2018 International Fire Code and local Fire Protection Ordinance No.1217), Building Department (2018 International Residential Code and Title 15 of Ketchum Municipal Code), Utilities Department, Street Department (Title 12 of Ketchum Municipal Code), and the City Engineer.
5. The Deep Powder Townhomes Final Plat is subject to Mountain Overlay Design Review (Application File No. P21-018), Townhouse Subdivision Preliminary Plat (Application File No. P21-017), and Building Permit (Application File No. B21-026).

Findings of Fact **adopted** this 7<sup>th</sup> day of November 2022

---

Neil Bradshaw, Mayor



**City of Ketchum  
Planning & Building**

**FINAL PLAT  
Subdivision Application**

| OFFICIAL USE ONLY   |             |
|---------------------|-------------|
| Application Number: | 22-053      |
| Date Received:      | 7/28/22     |
| By:                 | SNR/collier |
| Fee Paid:           | \$750.      |
| Approved Date:      |             |
| By:                 |             |

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

| APPLICANT INFORMATION   |                               |                              |   |
|---|-------------------------------|------------------------------|---|
| Name of Proposed Subdivision: DEEP POWDER TOWNHOMES   |                               |                              |   |
| Owner of Record: DEEP POWDER, LLC   |                               |                              |   |
| Address of Owner: PO Box 2659, KETCHUM, ID 83340  |                               |                              |   |
| Representative of Owner: BRUCE SMITH, PLS, ALPINE ENTERPRISES INC.  |                               |                              |   |
| Legal Description: LOT 33, BLK 2, W&E M PPS SUB PPS RPK 05710000330   |                               |                              |   |
| Street Address: 255 HILLSIDE DR.  |                               |                              |   |
| SUBDIVISION INFORMATION   |                               |                              |   |
| Number of Lots/Parcels: 2 TOWNHOUSE SUBLOTS   |                               |                              |   |
| Total Land Area: 11,150 SQ. FT = 0.26 AC.   |                               |                              |   |
| Current Zoning District: GR-L   |                               |                              |   |
| Proposed Zoning District: NO CHANGE   |                               |                              |   |
| Overlay District: AVAANCHUE   |                               |                              |   |
| TYPE OF SUBDIVISION   |                               |                              |   |
| Condominium <input type="checkbox"/>  | Land <input type="checkbox"/> | PUD <input type="checkbox"/> | Townhouse <input checked="" type="checkbox"/> |
| Adjacent land in same ownership in acres or square feet: NONE   |                               |                              |   |
| Easements to be dedicated on the final plat:<br>MUTUAL RECIPROCAL UTILITY EASEMENTS   |                               |                              |   |
| Briefly describe the improvements to be installed prior to final plat approval:<br>COFO   |                               |                              |   |
| ADDITIONAL INFORMATION  |                               |                              |   |
| All lighting must be in compliance with the City of Ketchum's Dark Sky Ordinance  |                               |                              |   |
| One (1) copy of Articles of Incorporation and By-Laws of Homeowners Associations and/or Condominium Declarations                                    |                               |                              |   |
| One (1) copy of current title report and owner's recorded deed to the subject property  |                               |                              |   |
| One (1) copy of the preliminary plat  |                               |                              |   |
| All files should be submitted in an electronic format to <a href="mailto:planningandzoning@ketchumidaho.org">planningandzoning@ketchumidaho.org</a> |                               |                              |   |

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.

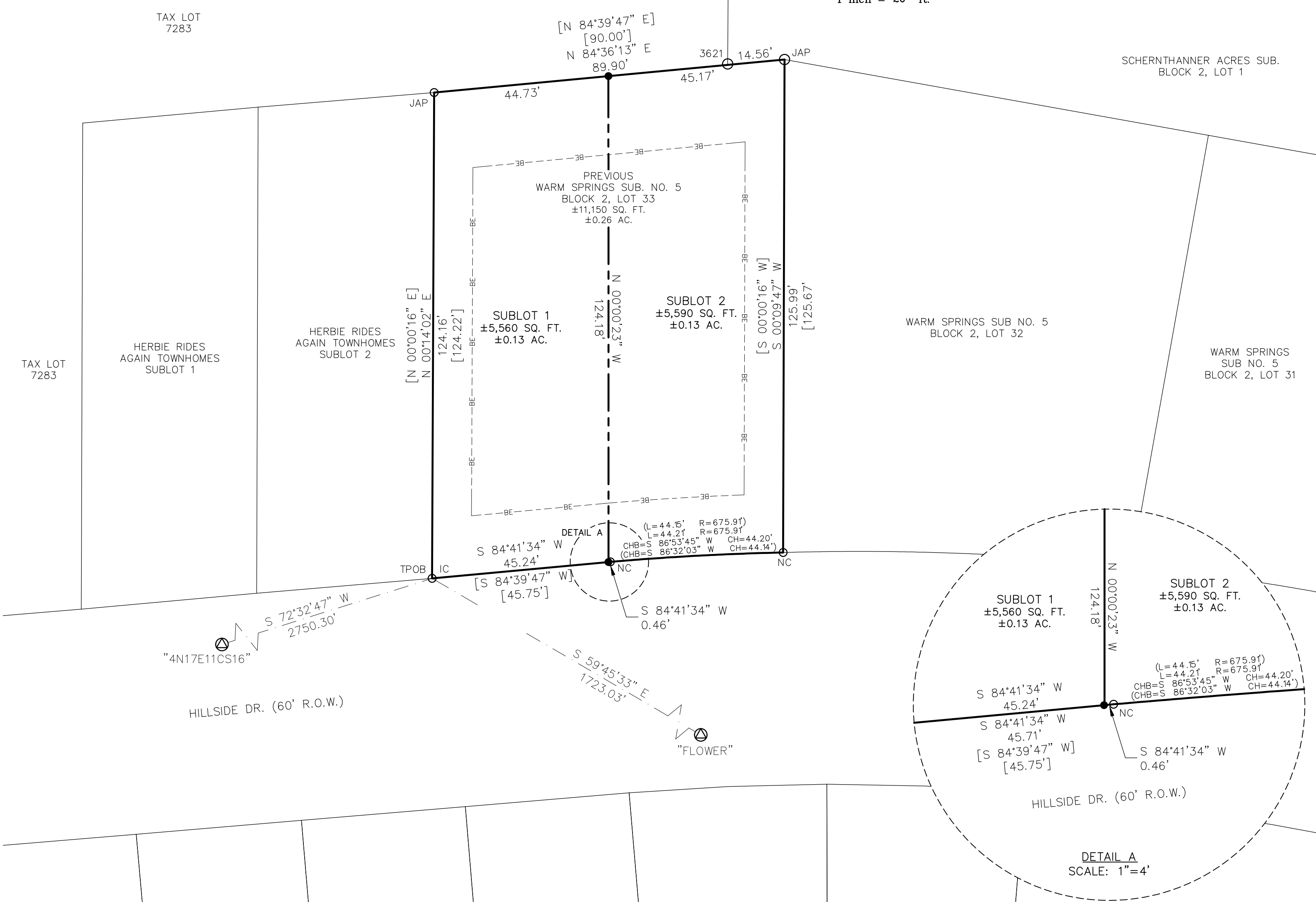
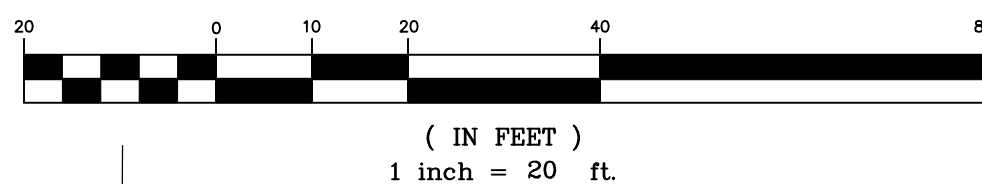
BRUCE J. SMITH, ALPINE ENTERPRISES  
 Applicant Signature Date 08 JUL 22  
 REPRESENTATIVE

# A PLAT SHOWING DEEP POWDER TOWNHOMES

WHEREIN LOT 33, BLOCK 2, WARM SPRINGS SUBDIVISION NO. 5 IS CONVERTED INTO TOWNHOUSE SUBLOTS AS SHOWN HEREON  
LOCATED WITHIN  
SECTION 11, T.4 N., R.17 E., B.M., CITY OF KETCHUM, BLAINE COUNTY, IDAHO

OCTOBER 2022

GRAPHIC SCALE



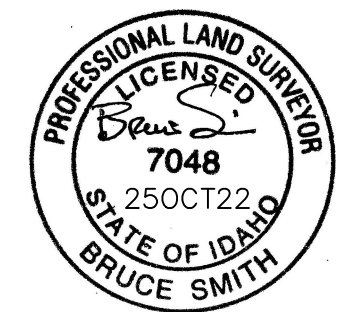
### LEGEND

- Subject Boundary
- Sublot Line
- Building Envelope
- Adjoiners Boundary
- Blaine County GIS Tie
- Found 1/2" Rebar as Shown
- Found 5/8" Rebar as Shown
- Set 1/2" Rebar PLS 7048
- [ ] Record Bearing & Distance per Inst. No. 204448

### SURVEYOR NARRATIVE & NOTES

The purpose of this Plat is to show the monuments found during the boundary retracement of Lot 33, Block 2, Warm Springs Subdivision No. 5 and to replat it to create Sublots 1 & 2, Deep Powder Townhomes as shown hereon. During the survey all corner monuments of the subject boundary were found and accepted. The Sublot dividing line monuments were set.

1. Basis of Bearings is Idaho State Plane Coordinate System, NAD83, Central Zone, at Grid in US Survey Feet. Combined Project Scale Factor is 0.9996815.
2. Boundary Information is from the Plat of Warm Springs Subdivision No. 5, Inst. No. 204448; Records of Blaine County, Idaho.
3. Documents that may affect this property include Inst. No. 197578 (Avalanche Zone), Inst. No. 388796 (Warranty Deed); Records of Blaine County, Idaho.
4. Deep Powder Townhomes Sublots shall have Mutual Non-Exclusive Reciprocal Easements for existing and future Water, Cable TV, Sewage, Telephone and Electrical Lines under and across their Townhome Units and Townhome Sublots for the repair, maintenance and replacement thereof subject to the restoration of the easement premises for any damage resulting from such repair or replacement.
5. Townhome Declaration of Covenants, Conditions, and Restrictions for Deep Powder Townhomes is recorded under Instrument Number \_\_\_\_\_; Records of Blaine County, 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 Public Health District, EHS

**CERTIFICATE OF OWNERSHIP**

This is to certify that the undersigned are the owners in fee simple of the following described parcel of land:

A parcel of land located within Section 11, Township 4 North, Range 17 East, Boise Meridian, City of Ketchum Blaine County, Idaho; more particularly described as follows:

LOT 33, BLOCK 2, WARM SPRINGS SUBDIVISION NO. 5

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

It is the intent of the owners to hereby include said land in this plat, to be amended as shown hereon.

DEEP POWDER, LLC, An Idaho Limited Liability Company

\_\_\_\_\_  
Joe Marx, Manager

**ACKNOWLEDGMENT**

STATE OF \_\_\_\_\_ }  
COUNTY OF \_\_\_\_\_ } ss

On this \_\_\_\_\_ day of \_\_\_\_\_, 2022, before me, a Notary Public in and for said State, personally appeared Joe Marx, known or identified to me to be a Manager of the Limited Liability Company that executed the foregoing instrument, and acknowledged to me that such Limited Liability Company executed the same.

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

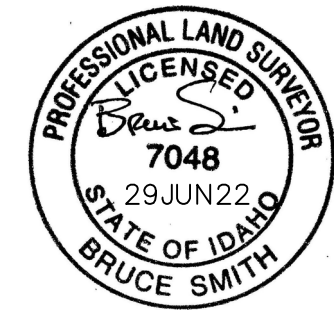
\_\_\_\_\_  
Notary Public in an for said State

\_\_\_\_\_  
Residing At

\_\_\_\_\_  
My Commission Expires

**SURVEYOR'S CERTIFICATE**

I, Bruce Smith, a duly licensed Professional Land Surveyor in the State of Idaho, do hereby certify that this plat of Deep Powder Townhomes, is a true and accurate map of the land surveyed under my direct supervision and that it is in accordance with the Idaho State Code relating to plats and surveys.



**COUNTY SURVEYOR'S APPROVAL**

I, Sam Young, County Surveyor for Blaine County, Idaho, have checked the foregoing plat and computations for making the same and have determined that they comply with the laws of the State of Idaho relating thereto.

\_\_\_\_\_  
Sam Young, PLS 11577  
County Surveyor

**KETCHUM CITY COUNCIL CERTIFICATE**

I, the undersigned, City Clerk, in and for the City of Ketchum, Blaine County, Idaho, do hereby certify that at a regular meeting of the City Council held on the \_\_\_\_\_ day of \_\_\_\_\_ 2022, this plat was duly accepted and approved.

\_\_\_\_\_  
City Clerk, City of Ketchum

**CITY ENGINEER CERTIFICATE**

I, the undersigned, City Engineer, in and for the City of Ketchum, Blaine County, Idaho, do hereby approve this plat on this \_\_\_\_\_ day of \_\_\_\_\_ 2022, and certify that it is in accordance with the City of Ketchum subdivision ordinance.

\_\_\_\_\_  
City Engineer, City of Ketchum

**CITY PLANNER CERTIFICATE**

I, the undersigned, Planner, in and for the City of Ketchum, Blaine County, Idaho, do hereby approve this plat on this \_\_\_\_\_ day of \_\_\_\_\_ 2022, and certify that it is in accordance with the City of Ketchum subdivision ordinance.

\_\_\_\_\_  
City Planner, City of Ketchum

**COUNTY TREASURER'S APPROVAL**

I, the Undersigned, County Treasurer in and for Blaine County, State of Idaho, per the Requirements of Idaho Code 50-1308, do hereby Certify that any and all Current and/or Delinquent County Property Taxes for the Property included in this Plat of Deep Powder Townhomes have been paid in full on this \_\_\_\_\_ day of \_\_\_\_\_ 2022. This Certification is valid for the next thirty (30) days only.

\_\_\_\_\_  
Blaine County Treasurer

**COUNTY RECORDER'S CERTIFICATE**

STATE OF IDAHO  
COUNTY OF BLAINE

This is to certify that the foregoing Plat was Filed in the Office of the Recorder of Blaine County, Idaho, and Duly Recorded at the Time, Date, and Instrument Number shown below.

\_\_\_\_\_  
Ex-officio Recorder

RECORDING REQUESTED BY AND  
WHEN RECORDED MAIL TO:

Deep Powder LLC  
Post Office Box 3761  
Ketchum, ID 83340

(Space above line for Recorder's Use)

**TOWNHOME DECLARATION  
OF  
COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR  
DEEP POWDER TOWNHOMES**

THIS DECLARATION is made on the \_\_\_\_\_ day of \_\_\_\_\_, 2021 by Deep Powder, a limited liability company, (collectively "Declarant").

RECITALS

A. Declarant is the owner of certain real property described as Lot 33 in Block 2 of Warm Springs Subdivision No. 5 according to the official plat thereof, recorded as Instrument No. 204448, Blaine County, Idaho ("Property"). Declarant has changed the legal character of the real property by replatting to townhome ownership.

B. The Property is presently improved by two unattached townhome residential family dwellings thereon described as Sublot 1 and Sublot 2, Deep Powder Townhomes, Blaine County, Idaho.

C. The street address of Sublot 1 is \_\_\_\_\_ Hillside Drive, Ketchum, ID 83340. The street address of Sublot 2 is \_\_\_\_\_ Hillside Drive, Ketchum, ID 83340.

D. Declarant intends that townhome subplot owners of Deep Powder Townhomes shall be subject to this Declaration and shall be members of the management body created hereby.

DECLARATION

NOW, THEREFORE, DECLARANT HEREBY DECLARES THAT:

1. Declaration. This Declaration is hereby established upon Deep Powder Townhomes in furtherance of a general plan for improvement and sale of townhome sublots within the Property for the purpose of enhancing and perfecting the value of each townhome unit therein, and for the benefit of each owner of a townhome unit in Deep Powder Townhomes.



a) Townhome sublots within Deep Powder Townhomes shall be held, conveyed, encumbered, leased, occupied or otherwise used, improved or transferred, in whole or in part, subject to this Declaration and any supplemental declaration.

b) This Declaration and any supplemental declaration shall run with Deep Powder Townhomes real property and all townhome sublots located therein, and shall be binding upon and inure to the benefit of all parties having or hereafter acquiring any right, title or interest in Deep Powder Townhomes or any portion thereof.

2. Definitions.

a) Townhome Sublot. A "townhome sublot" means an estate in real property with a fee interest in a townhome sublot shown and described on the plat for Deep Powder Townhomes.

b) Townhome Unit. A "townhome unit" means a building on a townhome sublot shown and described on the plat for Deep Powder Townhomes.

3. Property Rights.

a) Utilities. All townhome sublot owners shall have mutual non-exclusive reciprocal easements for existing and future water, cable tv, sewage, telephone and electrical lines under and across their townhome units and townhome sublots for the repair, maintenance and replacement thereof subject to the restoration of the easement premises for any damage resulting from such repair or replacement.

b) Encroachments. If any portion of a townhome sublot or unit encroaches on the other townhome sublot or unit, regardless of the cause, a valid easement exists for such encroachment and for the maintenance of it so long as it remains.

c) Drywells. There are approximately four (4) dry wells located on the Property as shown on Exhibit "A" attached hereto and by this reference made a part hereof. A reciprocal easement for maintenance and repair exists for the dry wells and connecting underground conduit. Each sublot owner is responsible to keep the dry well and connecting conduit on their sublot free from debris. Both sublot owners are equally responsible to keep the dry wells on their common sublot property boundary free from debris.

4. Use Restrictions.

a) Residential Use. The townhome sublots are restricted to residential uses

permitted by the Ketchum Zoning Ordinance as amended from time to time.

b) Maintenance. Each owner of a townhome subplot shall be responsible for maintaining their townhome subplot landscaping and all improvements thereon in a clean, sanitary, and attractive condition.

c) Offensive Conduct. No noxious or offensive activities shall be conducted within a townhome unit or townhome subplot. Nothing shall be done on or within the townhome units or townhome sublots that may be or may become an annoyance or nuisance to the residents of the townhome sublots, or that in any way interferes with the quiet enjoyment of the occupants of townhome units.

5. Parking Restrictions. No inoperative vehicle, unsightly vehicle, or any improperly parked or stored vehicle shall be located on a townhome subplot.

6. External Fixtures. No television or radio poles, antenna, flag poles, clotheslines, or other external fixtures other than those originally installed by Declarant or unanimously approved by the subplot owners shall be constructed, erected or maintained on or within Deep Powder Townhomes.

7. Trash. Trash, garbage or other waste shall be keep only in sanitary containers situated within the garage of the townhome unit. No owner shall permit or cause any trash or refuse to be keep on any portion of the Deep Powder Townhomes other than receptacles customarily used for it, which shall be located in the garage of the townhome unit, except on the scheduled day for trash pickup.

8. Architectural Control.

a) Architectural Committee. The architectural committee shall be the subplot owners of Deep Powder Townhomes as constituted from time to time. The architectural committee shall exercise its best judgment to see that all improvements, construction, landscaping and alterations that affect the exterior of Deep Powder Townhomes conform and harmonize with the existing structures as to external design, materials, color and topography.

b) Approval. No improvements of any kind or of any nature shall ever be altered, constructed, erected or permitted, nor shall any excavating, clearing or landscaping be done on any townhome subplot within Deep Powder Townhomes unless the same are approved by the architectural committee prior to the commencement of such work. The management body shall consider the materials to be used on the exterior features of said proposed improvements, including exterior colors and harmony of the exterior design with existing structures within Deep Powder Townhomes.

9. Insurance. The townhome subplot owners shall provide and be responsible for their









# OWNER'S POLICY OF TITLE INSURANCE

Policy Number OX-12399608

Issued by Old Republic National Title Insurance Company

Any notice of claim and any other notice or statement in writing required to be given to the Company under this Policy must be given to the Company at the address shown in Section 18 of the Conditions.

## COVERED RISKS

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE EXCEPTIONS FROM COVERAGE CONTAINED IN SCHEDULE B, AND THE CONDITIONS, OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY, a Minnesota corporation (the "Company") insures, as of Date of Policy and, to the extent stated in Covered Risks 9 and 10, after Date of Policy, against loss or damage, not exceeding the Amount of Insurance, sustained or incurred by the Insured by reason of:

1. Title being vested other than as stated in Schedule A.
2. Any defect in or lien or encumbrance on the Title. This Covered Risk includes but is not limited to insurance against loss from:
  - (a) A defect in the Title caused by
    - (i) forgery, fraud, undue influence, duress, incompetency, incapacity, or impersonation;
    - (ii) failure of any person or Entity to have authorized a transfer or conveyance;
    - (iii) a document affecting Title not properly created, executed, witnessed, sealed, acknowledged, notarized, or delivered;
    - (iv) failure to perform those acts necessary to create a document by electronic means authorized by law;
    - (v) a document executed under a falsified, expired, or otherwise invalid power of attorney;
    - (vi) a document not properly filed, recorded, or indexed in the Public Records including failure to perform those acts by electronic means authorized by law; or
    - (vii) a defective judicial or administrative proceeding.
  - (b) The lien of real estate taxes or assessments imposed on the Title by a governmental authority due or payable, but unpaid.
  - (c) 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. The term "encroachment" includes encroachments of existing improvements located on the Land onto adjoining land, and encroachments onto the Land of existing improvements located on adjoining land.
3. Unmarketable Title.
4. No right of access to and from the Land.
5. The violation or enforcement of any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to-
  - (a) the occupancy, use, or enjoyment of the Land;
  - (b) the character, dimensions, or location of any improvement erected on the Land;
  - (c) the subdivision of land; or
  - (d) environmental protection
 if a notice, describing any part of the Land, is recorded in the Public Records setting forth the violation or intention to enforce, but only to the extent of the violation or enforcement referred to in that notice.

Issued By:

Pioneer Title Company of Blaine County  
100 10th Avenue South  
Nampa, ID 83651

An authorized Agent of:  
Old Republic National Title Insurance Company

Authorized Signatory

OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY

A Stock Company  
400 Second Avenue South, Minneapolis, Minnesota 55401  
(512) 371-1111

By

President

Attest

Secretary

### COVERED RISKS Continued

6. An enforcement action based on the exercise of a governmental police power not covered by Covered Risk 5 if a notice of the enforcement action, describing any part of the Land, is recorded in the Public Records, but only to the extent of the enforcement referred to in that notice.
7. The exercise of the rights of eminent domain if a notice of the exercise, describing any part of the Land, is recorded in the Public Records.
8. Any taking by a governmental body that has occurred and is binding on the rights of a purchaser for value without Knowledge.
9. Title being vested other than as stated in Schedule A or being defective
  - (a) as a result of the avoidance in whole or in part, or from a court order providing an alternative remedy, of a transfer of all or any part of the title to or any interest in the Land occurring prior to the transaction vesting Title as shown in Schedule A because that prior transfer constituted a fraudulent or preferential transfer under federal bankruptcy, state insolvency, or similar creditors' rights laws; or
  - (b) because the instrument of transfer vesting Title as shown in Schedule A constitutes a preferential transfer under federal bankruptcy, state insolvency, or similar creditors' rights laws by reason of the failure of its recording in the Public Records
    - (i) to be timely, or
    - (ii) to impart notice of its existence to a purchaser for value or to a judgment or lien creditor.
10. Any defect in or lien or encumbrance on the Title or other matter included in Covered Risks 1 through 9 that has been created or attached or has been filed or recorded in the Public Records subsequent to Date of Policy and prior to the recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A. The Company will also pay the costs, attorneys' fees, and expenses incurred in defense of any matter insured against by this Policy, but only to the extent provided in the Conditions.

### EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
    - (i) the occupancy, use, or enjoyment of the Land;
    - (ii) the character, dimensions, or location of any improvement erected on the Land;
    - (iii) the subdivision of land; or
    - (iv) environmental protection;or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.
  - (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
  3. Defects, liens, encumbrances, adverse claims, or other matters
    - (a) created, suffered, assumed, or agreed to by the Insured Claimant;
    - (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
    - (c) resulting in no loss or damage to the Insured Claimant;
    - (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 9 and 10); or
    - (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Title.
  4. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction vesting the Title as shown in Schedule A, is
    - (a) a fraudulent conveyance or fraudulent transfer; or
    - (b) a preferential transfer for any reason not stated in Covered Risk 9 of this policy.
  5. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.

## CONDITIONS AND STIPULATIONS

### 1. DEFINITION OF TERMS

The following terms when used in this policy mean:

- (a) "Amount of Insurance": The amount stated in Schedule A, as may be increased or decreased by endorsement to this policy, increased by Section 8(b), or decreased by Sections 10 and 11 of these Conditions.
- (b) "Date of Policy": The date designated as "Date of Policy" in Schedule A.
- (c) "Entity": A corporation, partnership, trust, limited liability company, or other similar legal entity.
- (d) "Insured": The Insured named in Schedule A.
  - (i) The term "Insured" also includes
    - (A) successors to the Title of the Insured by operation of law as distinguished from purchase, including heirs, devisees, survivors, personal representatives, or next of kin;
    - (B) successors to an Insured by dissolution, merger, consolidation, distribution, or reorganization;
    - (C) successors to an Insured by its conversion to another kind of Entity;
    - (D) a grantee of an Insured under a deed delivered without payment of actual valuable consideration conveying the Title
      - (1) if the stock, shares, memberships, or other equity interests of the grantee are wholly-owned by the named Insured,
      - (2) if the grantee wholly owns the named Insured,
      - (3) if the grantee is wholly-owned by an affiliated Entity of the named Insured, provided the affiliated Entity and the named Insured are both wholly-owned by the same person or Entity, or
      - (4) if the grantee is a trustee or beneficiary of a trust created by a written instrument established by the Insured named in Schedule A for estate planning purposes.
  - (ii) With regard to (A), (B), (C), and (D) reserving, however, all rights and defenses as to any successor that the Company would have had against any predecessor Insured.
- (e) "Insured Claimant": An Insured claiming loss or damage.
- (f) "Knowledge" or "Known": Actual knowledge, not constructive knowledge or notice that may be imputed to an Insured by reason of the Public Records or any other records that impart constructive notice of matters affecting the Title.
- (g) "Land": The land described in Schedule A, and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is insured by this policy.
- (h) "Mortgage": Mortgage, deed of trust, trust deed, or other security instrument, including one evidenced by electronic means authorized by law.
- (i) "Public Records": Records established under state statutes at Date of Policy for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge. With respect to Covered Risk 5(d), "Public Records" shall also include environmental protection liens filed in the records of the clerk of the United States District Court for the district where the Land is located.
- (j) "Title": The estate or interest described in Schedule A.
- (k) "Unmarketable Title": Title affected by an alleged or apparent matter that would permit a prospective purchaser or lessee of the Title or lender on the Title to be released from the obligation to purchase, lease, or lend if there is a contractual condition requiring the delivery of marketable title.-

### 2. CONTINUATION OF INSURANCE

The coverage of this policy shall continue in force as of Date of Policy in favor of an Insured, but only so long as the Insured retains an estate or interest in the Land, or holds an obligation secured by a purchase money Mortgage given by a purchaser from the Insured, or only so long as the Insured shall have liability by reason of warranties in any transfer or conveyance of the Title. This policy shall not continue in force in favor of any purchaser from the Insured of either (i) an estate or interest in the Land, or (ii) an obligation secured by a purchase money Mortgage given to the Insured.

### 3. NOTICE OF CLAIM TO BE GIVEN BY INSURED CLAIMANT

The Insured shall notify the Company promptly in writing (i) in case of any litigation as set forth in Section 5(a) of these Conditions, (ii) in case Knowledge shall come to an Insured hereunder of any claim of title or interest that is adverse to the Title, as insured, and that might cause loss or damage for which the Company may be liable by virtue of this policy, or (iii) if the Title, as insured, is rejected as Unmarketable Title. If the Company is prejudiced by the failure of the Insured Claimant to provide prompt notice, the Company's liability to the Insured Claimant under the policy shall be reduced to the extent of the prejudice.



## CONDITIONS AND STIPULATIONS Continued

### 4. PROOF OF LOSS

In the event the Company is unable to determine the amount of loss or damage, the Company may, at its option, require as a condition of payment that the Insured Claimant furnish a signed proof of loss. The proof of loss must describe the defect, lien, encumbrance, or other matter insured against by this policy that constitutes the basis of loss or damage and shall state, to the extent possible, the basis of calculating the amount of the loss or damage.

### 5. DEFENSE AND PROSECUTION OF ACTIONS

- (a) Upon written request by the Insured, and subject to the options contained in Section 7 of these Conditions, the Company, at its own cost and without unreasonable delay, shall provide for the defense of an Insured in litigation in which any third party asserts a claim covered by this policy adverse to the Insured. This obligation is limited to only those stated causes of action alleging matters insured against by this policy. The Company shall have the right to select counsel of its choice (subject to the right of the Insured to object for reasonable cause) to represent the Insured as to those stated causes of action. It shall not be liable for and will not pay the fees of any other counsel. The Company will not pay any fees, costs, or expenses incurred by the Insured in the defense of those causes of action that allege matters not insured against by this policy.
- (b) The Company shall have the right, in addition to the options contained in Section 7 of these Conditions, at its own cost, to institute and prosecute any action or proceeding or to do any other act that in its opinion may be necessary or desirable to establish the Title, as insured, or to prevent or reduce loss or damage to the Insured. The Company may take any appropriate action under the terms of this policy, whether or not it shall be liable to the Insured. The exercise of these rights shall not be an admission of liability or waiver of any provision of this policy. If the Company exercises its rights under this subsection, it must do so diligently.
- (c) Whenever the Company brings an action or asserts a defense as required or permitted by this policy, the Company may pursue the litigation to a final determination by a court of competent jurisdiction, and it expressly reserves the right, in its sole discretion, to appeal any adverse judgment or order.

### 6. DUTY OF INSURED CLAIMANT TO COOPERATE

- (a) In all cases where this policy permits or requires the Company to prosecute or provide for the defense of any action or proceeding and any appeals, the Insured shall secure to the Company the right to so prosecute or provide defense in the action or proceeding, including the right to use, at its option, the name of the Insured for this purpose. Whenever requested by the Company, the Insured, at the Company's expense, shall give the Company all reasonable aid (i) in securing evidence, obtaining witnesses, prosecuting or defending the action or proceeding, or effecting settlement, and (ii) in any other lawful act that in the opinion of the Company may be necessary or desirable to establish the Title or any other matter as insured. If the Company is prejudiced by the failure of the Insured to furnish the required cooperation, the Company's obligations to the Insured under the policy shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation, with regard to the matter or matters requiring such cooperation.
- (b) The Company may reasonably require the Insured Claimant to submit to examination under oath by any authorized representative of the Company and to produce for examination, inspection, and copying, at such reasonable times and places as may be designated by the authorized representative of the Company, all records, in whatever medium maintained, including books, ledgers, checks, memoranda, correspondence, reports, e-mails, disks, tapes, and videos whether bearing a date before or after Date of Policy, that reasonably pertain to the loss or damage. Further, if requested by any authorized representative of the Company, the Insured Claimant shall grant its permission, in writing, for any authorized representative of the Company to examine, inspect, and copy all of these records in the custody or control of a third party that reasonably pertain to the loss or damage. All information designated as confidential by the Insured Claimant provided to the Company pursuant to this Section shall not be disclosed to others unless, in the reasonable judgment of the Company, it is necessary in the administration of the claim. Failure of the Insured Claimant to submit for examination under oath, produce any reasonably requested information, or grant permission to secure reasonably necessary information from third parties as required in this subsection, unless prohibited by law or governmental regulation, shall terminate any liability of the Company under this policy as to that claim.

### 7. OPTIONS TO PAY OR OTHERWISE SETTLE CLAIMS; TERMINATION OF LIABILITY

In case of a claim under this policy, the Company shall have the following additional options:

- (a) To Pay or Tender Payment of the Amount of Insurance.  
To pay or tender payment of the Amount of Insurance under this policy together with any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment or tender of payment and that the Company is obligated to pay.

## CONDITIONS AND STIPULATIONS Continued

Upon the exercise by the Company of this option, all liability and obligations of the Company to the Insured under this policy, other than to make the payment required in this subsection, shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation.

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

- (i) To pay or otherwise settle with other parties for or in the name of an Insured Claimant any claim insured against under this policy. In addition, the Company will pay any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment and that the Company is obligated to pay; or
- (ii) To pay or otherwise settle with the Insured Claimant the loss or damage provided for under this policy, together with any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment and that the Company is obligated to pay.

Upon the exercise by the Company of either of the options provided for in subsections (b)(i) or (ii), the Company's obligations to the Insured under this policy for the claimed loss or damage, other than the payments required to be made, shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation.

### 8. DETERMINATION AND EXTENT OF LIABILITY

This policy is a contract of indemnity against actual monetary loss or damage sustained or incurred by the Insured Claimant who has suffered loss or damage by reason of matters insured against by this policy.

- (a) The extent of liability of the Company for loss or damage under this policy shall not exceed the lesser of
  - (i) the Amount of Insurance; or
  - (ii) the difference between the value of the Title as insured and the value of the Title subject to the risk insured against by this policy.
- (b) If the Company pursues its rights under Section 5 of these Conditions and is unsuccessful in establishing the Title, as insured,
  - (i) the Amount of Insurance shall be increased by 10%, and
  - (ii) the Insured Claimant shall have the right to have the loss or damage determined either as of the date the claim was made by the Insured Claimant or as of the date it is settled and paid.
- (c) In addition to the extent of liability under (a) and (b), the Company will also pay those costs, attorneys' fees, and expenses incurred in accordance with Sections 5 and 7 of these Conditions.

### 9. LIMITATION OF LIABILITY

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

### 10. REDUCTION OF INSURANCE; REDUCTION OR TERMINATION OF LIABILITY

All payments under this policy, except payments made for costs, attorneys' fees, and expenses, shall reduce the Amount of Insurance by the amount of the payment.

### 11. LIABILITY NONCUMULATIVE

The Amount of Insurance shall be reduced by any amount the Company pays under any policy insuring a Mortgage to which exception is taken in Schedule B or to which the Insured has agreed, assumed, or taken subject, or which is executed by an Insured after Date of Policy and which is a charge or lien on the Title, and the amount so paid shall be deemed a payment to the Insured under this policy.

### 12. PAYMENT OF LOSS

When liability and the extent of loss or damage have been definitely fixed in accordance with these Conditions, the payment shall be made within 30 days.

**CONDITIONS AND STIPULATIONS Continued**

**13. RIGHTS OF RECOVERY UPON PAYMENT OR SETTLEMENT**

(a) Whenever the Company shall have settled and paid a claim under this policy, it shall be subrogated and entitled to the rights of the Insured Claimant in the Title and all other rights and remedies in respect to the claim that the Insured Claimant has against any person or property, to the extent of the amount of any loss, costs, attorneys' fees, and expenses paid by the Company. If requested by the Company, the Insured Claimant shall execute documents to evidence the transfer to the Company of these rights and remedies. The Insured Claimant shall permit the Company to sue, compromise, or settle in the name of the Insured Claimant and to use the name of the Insured Claimant in any transaction or litigation involving these rights and remedies.

If a payment on account of a claim does not fully cover the loss of the Insured Claimant, the Company shall defer the exercise of its right to recover until after the Insured Claimant shall have recovered its loss.

(b) The Company's right of subrogation includes the rights of the Insured to indemnities, guaranties, other policies of insurance, or bonds, notwithstanding any terms or conditions contained in those instruments that address subrogation rights.

**14. ARBITRATION**

Either the Company or the Insured may demand that the claim or controversy shall be submitted to arbitration pursuant to the Title Insurance Arbitration Rules of the American Land Title Association ("Rules"). Except as provided in the Rules, there shall be no joinder or consolidation with claims or controversies of other persons. Arbitrable matters may include, but are not limited to, any controversy or claim between the Company and the Insured arising out of or relating to this policy, any service in connection with its issuance or the breach of a policy provision, or to any other controversy or claim arising out of the transaction giving rise to this policy. All arbitrable matters when the Amount of Insurance is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Insured. All arbitrable matters when the Amount of Insurance is in excess of \$2,000,000 shall be arbitrated only when agreed to by both the Company and the Insured. Arbitration pursuant to this policy and under the Rules shall be binding upon the parties. Judgment upon the award rendered by the Arbitrator(s) may be entered in any court of competent jurisdiction.

**15. LIABILITY LIMITED TO THIS POLICY; POLICY ENTIRE CONTRACT**

(a) This policy together with all endorsements, if any, attached to it by the Company is the entire policy and contract between the Insured and the Company. In interpreting any provision of this policy, this policy shall be construed as a whole.

(b) Any claim of loss or damage that arises out of the status of the Title or by any action asserting such claim shall be restricted to this policy.

(c) Any amendment of or endorsement to this policy must be in writing and authenticated by an authorized person, or expressly incorporated by Schedule A of this policy.

(d) Each endorsement to this policy issued at any time is made a part of this policy and is subject to all of its terms and provisions. Except as the endorsement expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsement, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance.

**16. SEVERABILITY**

In the event any provision of this policy, in whole or in part, is held invalid or unenforceable under applicable law, the policy shall be deemed not to include that provision or such part held to be invalid, but all other provisions shall remain in full force and effect.

**17. CHOICE OF LAW; FORUM**

(a) Choice of Law: The Insured acknowledges the Company has underwritten the risks covered by this policy and determined the premium charged therefore in reliance upon the law affecting interests in real property and applicable to the interpretation, rights, remedies, or enforcement of policies of title insurance of the jurisdiction where the Land is located.

Therefore, the court or an arbitrator shall apply the law of the jurisdiction where the Land is located to determine the validity of claims against the Title that are adverse to the Insured and to interpret and enforce the terms of this policy. In neither case shall the court or arbitrator apply its conflicts of law principles to determine the applicable law.

(b) Choice of Forum: Any litigation or other proceeding brought by the Insured against the Company must be filed only in a state or federal court within the United States of America or its territories having appropriate jurisdiction.

**18. NOTICES, WHERE SENT**

Any notice of claim and any other notice or statement in writing required to be given to the Company under this policy must be given to the Company at 400 Second Avenue South, Minneapolis, Minnesota 55401-2499.



**PioneerTitleCo.**  
GOING BEYOND

Owner's Policy

Policy Issuing Agent For:  
Old Republic National Title Insurance Company  
400 Second Avenue South  
Minneapolis, MN 55401

File No.: 682766

Policy No.: OX-12399608

Date of Policy: May 17, 2019 at 12:22PM

Amount of Insurance: \$538,500.00

Address Reference: 255 Hillside Drive, Ketchum, ID  
83340

Premium: \$1,911.00

Endorsement Premium: \$0.00

**Schedule A**

1. Name of Insured:

Deep Powder LLC, an Idaho limited liability company

2. The estate or interest in the Land that is insured by this policy is:

FEE SIMPLE

3. Title is vested in:

Deep Powder LLC, an Idaho limited liability company

4. The land referred to in the Policy is described as follows:

Lot 33 in Block 2 of Warm Springs Subdivision No. 5, according to the official plat thereof, recorded as Instrument No. 204448, records of Blaine County, Idaho.

### Schedule B

#### EXCEPTIONS FROM COVERAGE

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

1. Rights or claims of parties on possession not shown by the public records.
2. Encroachments, overlaps, boundary line disputes, and any other matters which would be disclosed by an accurate survey or inspection of the premises including, but not limited to, insufficient or impaired access or matter contradictory to any survey plat shown by the public records.
3. Easements, or claims of easements, not shown by the public records.
4. Any lien, or right to a lien, for services, labor, or material heretofore or hereafter furnished, imposed by law and not shown by the public records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims to title to water, whether or not the matters excepted under (a), (b) or (c) are shown by the public records.
6. Taxes or special assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records. Proceedings by a public agency which may result in taxes or assessments, or notices to such proceedings, whether or not shown by the records of such agency or by the public records.

#### Special Exceptions:

1. General taxes for the year 2019, which are liens and are not yet due and payable.  
Parcel No.: RPH05710000330
2. Sewer charges and special assessments, if any, for the City of Ketchum.  
No delinquencies appear of record.
3. Said property lies within the Avalanche Zone as disclosed by Affidavit as to Identification of Plats and Descriptions of Real Property  
Recorded: October 10, 1979  
Instrument No.: 197578
4. Covenants, conditions, restrictions and easements as set forth on the plat.  
Name of Plat: Warm Springs Subdivision No. 5  
Instrument No.: 204448  
Deleting or omitting any covenant, condition or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status, or national origin to the extent such covenants, conditions or restrictions violate 42 USC 3604(c).

5. Reservations contained in an instrument

Document: Warranty Deed

Executed by: The Andreas Schernthanner and Alice E. Schernthanner Declaration of Trust

Recorded: April 3, 1996

Instrument No.: 388796

As Follows: All water and water rights on or under said parcel and any ditch rights associated with or appurtenant to said parcel of land or any part thereof.

END OF EXCEPTIONS



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. 682766 /TG

**WARRANTY DEED**

For Value Received 5050 Ventures LLC, a California limited liability company (as to an undivided 80% interest) and Sawtooth EIE LLC, a Delaware limited liability company (as to an undivided 20% interest)

hereinafter referred to as Grantor, does hereby grant, bargain, sell, warrant and convey unto

Deep Powder LLC, an Idaho limited liability company

hereinafter referred to as Grantee, whose current address is PO Box 3761 Ketchum, ID 83340

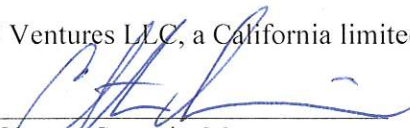
The following described premises, to-wit:

Lot 33 in Block 2 of Warm Springs Subdivision No. 5, according to the official plat thereof, recorded as Instrument No. 204448, records of Blaine County, Idaho.

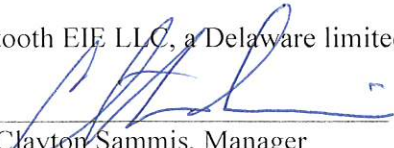
To HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee(s), and Grantees(s) heirs and assigns forever. And the said Grantor(s) does (do) hereby covenant to and with the said Grantee(s), the Grantor(s) is/are the owner(s) in fee simple of said premises; that said premises 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: May 14, 2019

5050 Ventures LLC, a California limited liability company

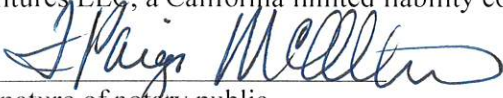
By:   
Clayton Sammis, Manager

Sawtooth EIE LLC, a Delaware limited liability company

By:   
Clayton Sammis, Manager

State of Idaho, County of Blaine

This record was acknowledged before me on May 17, 2019 by Clayton Sammis, as Manager of 5050 Ventures LLC, a California limited liability company.

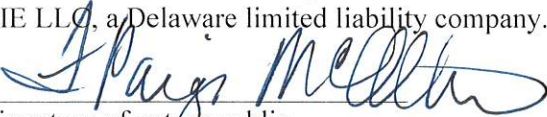


Signature of notary public  
Commission Expires: 1/5/24

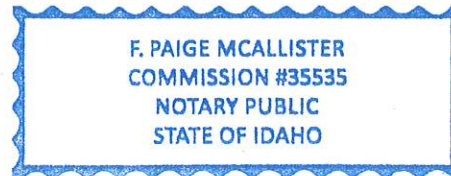


State of Idaho, County of Blaine

This record was acknowledged before me on May 17, 2019 by Clayton Sammis, as Manager of Sawtooth EIE LLC, a Delaware limited liability company.



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







## City of Ketchum

November 7, 2022

Mayor Bradshaw and City Councilors  
City of Ketchum  
Ketchum, Idaho

Mayor Bradshaw and City Councilors:

### **Recommendation to Approve the 1<sup>st</sup> & Sun Valley Office Building FAR Exceedance Agreement 22808.**

#### Recommendation and Summary

Staff recommends the Ketchum City Council approve the attached 1<sup>st</sup> & Sun Valley Office Building FAR Exceedance Agreement 22808 and adopt the following motion:

- “I move to authorize the Mayor to sign FAR Exceedance Agreement 22808 with 131 E Sun Valley Road LLC.”

#### The reasons for the recommendation are as follows:

- The Planning and Zoning Commission approved Design Review Permit P21-100 for the 1<sup>st</sup> & Sun Valley Office Building on May 24<sup>th</sup>, 2022. The commercial office building is 10,932 gross square feet and the proposed FAR is 1.99.
- Pursuant to Condition of Approval No. 2 of Design Review Permit P21-100, a FAR Exceedance Agreement between the applicant and the City to memorialize the community housing contribution in exchange for the FAR increase is required for the project.
- Pursuant to Ketchum Municipal Code §17.124.040.B2c, community housing contributions may be paid via a fee in-lieu of housing. The applicant has proposed to satisfy the community housing contribution by paying the in-lieu fee.

#### Introduction and History

Planning staff will be modifying the sequence of council review and approval of project exceedance agreements. For future projects, the council will review and approved exceedance agreements before the Planning and Zoning Commission reviews the design review permit. This will not delay the design review process and will allow council input early in the process before a project is approved by the Commission. For this project, the design review application was approved by the commission in May.

The 1st & Sun Valley Office Building project proposes to develop a new three-story commercial office building at the northeast corner of 1<sup>st</sup> Avenue and Sun Valley Road within the Mixed-Use Subdistrict of the Community Core (CC-2 Zone). The office building is proposed to be subdivided into 5 condominium units for business tenants. 7 parking spaces—6 in the tandem configuration and 1 ADA space—are provided on site within a semi-enclosed surface parking area accessed from the Block 37 alley.

### Analysis

Pursuant to Ketchum Municipal Code §17.124.040, 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 community housing contribution. 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 Ketchum City Council has the authority to review and approve community housing contributions in exchange for increases above the 1.0 permitted FAR. At their discretion, the Ketchum City Council may amend the community housing contribution and the method for compliance required for the project. Pursuant to Ketchum Municipal Code §17.124.040.B2c, community housing contributions may be paid via a fee in-lieu of housing.

The commercial office building is 10,932 gross square feet and the proposed FAR is 1.99. Pursuant to Condition of Approval No. 2 of Design Review Permit P21-100, a FAR Exceedance Agreement between the applicant and the City to memorialize the community housing contribution in exchange for the FAR increase is required for the project. The applicant has proposed paying the in-lieu fee to satisfy the community housing contribution in exchange for the FAR increase. The community housing in-lieu fee payment for the proposed FAR increase is \$219,674.00.

An FAR Exceedance Agreement between the applicant and the City to memorialize the community housing contribution is required prior to issuance of a building permit. This requirement was missed by Staff during plan check for the 1<sup>st</sup> & Sun Valley Office Building (Building Permit B22-069). In an effort to keep the project schedule, the City issued a conditional approval of Building Permit B22-069 on October 25<sup>th</sup>, 2022. The building permit was approved subject to City Council's review and approval of the FAR Exceedance Agreement on November 7<sup>th</sup>, 2022. In the event that the community housing in-lieu fee has not been paid by the developer by November 14<sup>th</sup>, 2022, then the City shall issue a stop work order on the project suspending all construction activity for the project until the community housing contribution has been satisfied.

### Sustainability

The project 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 at this time.

### Attachments

- A. FAR Exceedance Agreement 22808

**FAR EXCEEDANCE  
AGREEMENT #22808**

**Parties:**

|                           |         |   |
|---------------------------|---------|---|
| City of Ketchum           | "City"  | Mailing: PO Box 2315, Ketchum, ID 83340<br><br>Physical Address: 191 5 <sup>th</sup> Street W, Ketchum, Idaho 83340 |
| 131 E Sun Valley Road LLC | "Owner" | Mailing: PO Box 5023, Ketchum, Idaho 83340<br><br>Physical Address: 131 E Sun Valley Road, 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 Reid Sanborn, representing 131 E Sun Valley Road 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 NOVEMBER 2022.

Owner

City of Ketchum, Idaho

\_\_\_\_\_  
131 E Sun Valley Road LLC  
Reid Sanborn  
Its: Manager

\_\_\_\_\_  
Neil Bradshaw, Mayor

Attest:

\_\_\_\_\_  
Trent Donat, 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 Reid Sanborn, known or identified to me to be the Manager of 131 E Sun Valley Road 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

|                                       |  |
|---------------------------------------|--|
| <b>PROJECT:</b>                       | 1 <sup>st</sup> & Sun Valley Office Building   |
| <b>APPLICATIONS &amp; AGREEMENTS:</b> | Design Review P21-100, Condominium Subdivision<br>Preliminary Plat P22-019, ROW Encroachment Agreement<br>22806, Building Permit B22-069   |
| <b>OWNER:</b>                         | 131 E Sun Valley Road LLC  |
| <b>REPRESENTATIVE:</b>                | Reid Sanborn, Developer  |
| <b>REQUEST:</b>                       | The 1st & Sun Valley Office Building project proposes to develop a new three-story commercial office building at the northeast corner of 1 <sup>st</sup> Avenue and Sun Valley Road. |
| <b>LOCATION:</b>                      | 131 E Sun Valley Road (Ketchum Townsite: Block 37: Lot 8)  |
| <b>ZONING:</b>                        | Mixed-Use Subdistrict of the Community Core (CC-2)   |
| <b>BACKGROUND:</b>                    |  |

1. The applicant is proposing to develop a new 10,932-gross-square-foot, three-story commercial office building at the northeast corner of 1<sup>st</sup> Avenue and Sun Valley Road. The office building will be subdivided into 5 condominium units for business tenants. 7 parking spaces—6 in a tandem configuration and 1 ADA space—are provided on site within a semi-enclosed surface parking area accessed from the Block 37 alleyway.
2. The site is located at 131 E Sun Valley Road (Ketchum Townsite: Block 37: Lot 8) within the Mixed-Use Subdistrict of the Community Core (CC-2 Zone). Business offices are permitted in the CC-2 Zone pursuant to Ketchum Municipal Code §17.12.020. Unlike the Retail Core (CC-1) Zone where business offices located on the ground floor with street frontage require a Conditional Use Permit, business offices are permitted on the ground floor with street frontage in the CC-2 Zone.
3. The total area of the subject property is 5,500 square feet.
4. The proposed floor area of the project will have a total area of 10,932 gross square feet.
5. The mixed-use building has a proposed Floor Area Ratio (FAR) of 1.99 (10,932 gross square feet/5,500-square-foot lot).

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 File No. P21-100 for the 1<sup>st</sup> & Sun Valley Office Building on May 24<sup>th</sup>, 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 2 (CC-2)**

**Permitted Gross FAR:** 1.0

**Permitted Gross FAR with Inclusionary Housing Incentive:** 2.25

**Proposed Gross Floor Area:** 10,932 gross square feet

**Lot Area:** 5,500 square feet

**FAR Proposed:** 1.99 (10,932 gross square feet/5,500-square-foot-lot)

**Increase Above Permitted FAR:** 5,432 square feet

**20% of Increase:** 1,086 square feet

**Net Livable (15% Reduction):** 923 square feet community housing contribution required.

**Community Housing In-Lieu Fee:** \$219,674.00 (923 square feet x \$238\*)

The Ketchum City Council adopted Resolution Number 22-013 amending the fee schedule on December 20<sup>th</sup>, 2021. The fee resolution updated the community housing in-lieu fee rate from \$238 per square foot to \$450 per square foot. All applications submitted prior to January 1<sup>st</sup>, 2022 are subject to the prior rate of \$238 per square foot. Design Review Application File No. P21-100 was submitted on December 1<sup>st</sup>, 2021. The 1<sup>st</sup> & Sun Valley Office Building project is subject to the community housing in-lieu fee rate of \$238 per square foot.

#### **1<sup>ST</sup> & SUN VALLEY OFFICE BUILDING COMMUNITY HOUSING CONTRIBUTION**

The payment in-lieu for 923 square feet of community housing will be \$219,674.00. The applicant must submit the total community housing in-lieu fee payment within 5 business days of City Council's review and approval of FAR Exceedance Agreement 22808.



## City of Ketchum

November 7, 2022

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

Mayor Bradshaw and City Councilors:

### **Recommendation to Approve Purchase Order 23031 Snow Removal Services**

#### **Recommendation and Summary**

Staff is recommending the council approve Purchase Order 23031 with Bigwood Landscaping for snow removal by adopting the following motion:

**"I move to approve Purchase Order 22031 for an amount of \$32,000 with Bigwood Landscaping and authorize the mayor to sign the Purchase Order."**

The reasons for the recommendation are as follows:

- The city contracts snow removal for city owned sidewalks. The city has a zero-tolerance snow policy for sidewalks
- Bigwood Landscaping has staff and knowledge to get the job done very cost effectively.

#### **Introduction and History**

Each year the city contracts with a company to remove snow and ice on city-owned sidewalks throughout the city.

#### **Financial Impact**

The contract is on an hourly basis. The Purchase Order amount of \$32,000 is based on last year's total and is budgeted in the facility maintenance division's Professional Services line item.

#### **Attachments**

- Attachment A: Purchase Order 23031
- Attachment B: Bigwood Landscaping Snow Removal 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: 23031**

|  |   |
|--|---|
| <b>To:</b><br>1338<br>BIG WOOD LANDSCAPE, INC.<br>P.O. BOX 310<br>KETCHUM ID 83340 | <b>Ship to:</b><br>CITY OF KETCHUM<br>PO BOX 2315<br>KETCHUM ID 83340 |
|--|---|

| P. O. Date | Created By | Requested By | Department             | Req Number | Terms |
|------------|------------|--------------|------------------------|------------|-------|
| 10/31/2022 | bancona    | bancona      | Facilities Maintenance | 0          |       |

| Quantity | Description                          | Unit Price | Total     |
|----------|--------------------------------------|------------|-----------|
| 1.00     | SNOW REMOVAL FY 2023<br>01-4194-4200 | 32,000.00  | 32,000.00 |
|          | SHIPPING & HANDLING                  |            | 0.00      |
|          | TOTAL PO AMOUNT                      |            | 32,000.00 |

\_\_\_\_\_  
 Authorized Signature



**Snow Contract For 2022-2023 Season**

**HOURLY RATES**

|  |                      |
|--|----------------------|
| Snow Staking-Fiberglass Stakes (labor Included)  | \$4 per stake        |
| Handwork (shoveling, snowblower, de-icing, etc.) | \$60                 |
| Roof Shoveling                                   | \$75                 |
| Tracked Snow Blower/Loader (Dingo)               | \$100                |
| Sanding Truck (using a sand/ice melt mixture)    | \$105 plus materials |
| Plow Truck                                       | \$105 (\$70 minimum) |
| Loader with Blower Attachment                    | \$150 (\$95 minimum) |
| Removal of Roadway Snow Berms                    | \$40 per occurrence  |

**Standard Policies**

Our standard residential removal frequency is three inches (3") or greater. We are not responsible for gravel on lawns or general sod, paver, or blacktop damage. Our standard commercial removal frequency is zero tolerance to prevent ice and snow build-up (bare surface). In Ketchum, this is required by the municipality.

Except in the case of minimum charges, all account billings will be in fifteen (15) minute increments. **All payments are due within 30 days of the billing date.** A late charge will be assessed a 2.00% finance charge per month. Big Wood Landscape will be assessed a 2.00% late charge if payments are not received in a timely manner.

2021/22

**Plow Trucks & Equipment**

Specific equipment used to clear driveways and roadways. Drivers typically begin their shift by 4:00a. If a snow storm occurs, we may be able to return to the property the same day. **Emergency snow removal services are given priority.**

\$31,487

**Hand Labor**

Unless previously arranged, equipment and handwork for entries, walkways, or garage doors is scheduled to provide separate crew after plowing is complete.

**Roof Shoveling**

Roof shoveling is only by customer request and is scheduled on non-snow removal days.

**Yes, please provide machinery for driveway and/or roadway snow removal**

**Yes, please provide hand labor for entries, paths, walkways, and garage doors**

\_\_\_\_\_  
Client Name (Printed)

\_\_\_\_\_  
Mailing or E-Mail Address

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Physical Address of Service



## City of Ketchum

November 7, 2022

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

Mayor Bradshaw and City Councilors:

### **Recommendation to approve Purchase Order 23030 For Holiday Lighting**

#### **Recommendation and Summary**

Staff is recommending the Council approve Purchase Order 23030 with Bigwood Landscaping for holiday lighting by adopting the following motion:

**"I move to approve Purchase Order 23030 for an amount not to exceed \$24,001.60 with Bigwood Landscaping and authorize the mayor to sign the Purchase Order."**

The reasons for the recommendation are as follows:

- Holiday lights are very labor intensive and specialized. The Facilities Maintenance Department doesn't have the staffing and expertise to handle this job in house.
- Bigwood Landscaping has staff and knowledge to get the job done very cost effectively.

#### **Introduction and History**

The City of Ketchum decorates trees in the downtown area with lights for the winter season. Each year, lights are hung on approximately 200 trees on Sun Valley Road, Main Street, and Fourth Street. Lights are also hung in the Town Square and outside City Hall.

#### **Financial Impact**

A not-to-exceed contract amount of \$24,001.60 is budgeted in the facility maintenance division's City Beautification line item.

#### **Attachments**

- Attachment A: Purchase Order 23030
- Attachment B: Bigwood Landscaping Quote



**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: 23030**

|  |   |
|--|---|
| <b>To:</b><br>1338<br>BIG WOOD LANDSCAPE, INC.<br>P.O. BOX 310<br>KETCHUM ID 83340 | <b>Ship to:</b><br>CITY OF KETCHUM<br>PO BOX 2315<br>KETCHUM ID 83340 |
|--|---|

| P. O. Date | Created By | Requested By | Department             | Req Number | Terms |
|------------|------------|--------------|------------------------|------------|-------|
| 10/31/2022 | bancona    | bancona      | Facilities Maintenance | 0          |       |

| Quantity | Description                    | Unit Price | Total     |
|----------|--------------------------------|------------|-----------|
| 1.00     | HOLIDAY LIGHTS<br>01-4194-4220 | 25,000.00  | 25,000.00 |
|          | SHIPPING & HANDLING            |            | 0.00      |
|          | TOTAL PO AMOUNT                |            | 25,000.00 |

\_\_\_\_\_  
 Authorized Signature



Big Wood Landscape

12449 ST HWY 75  
 P. O. Box 310  
 Ketchum, ID 83340

www.bigwoodlandscape.com

# Invoice

|            |           |
|------------|-----------|
| Date       | Invoice # |
| 10/18/2022 | 27357     |

Bill To

Service Address

City of Ketchum  
 PO Box 2315  
 Ketchum, ID 83340

|        |                          |
|--------|--------------------------|
| Terms  | Project                  |
| Net 10 | Ketchum Holiday Lighting |

| Serviced                    | Quantity | Description  | Rate         | Amount      |
|-----------------------------|----------|--|--------------|-------------|
| 10/18/2022                  | 1        | UPDATED HOLIDAY LIGHTS BID FOR 2022<br>Base Bid - Holiday Lighting       | 17,200.00    | 17,200.00   |
| 10/18/2022                  | 20       | Option Bid Items - Holiday Lighting-Case of lights (24 strands per case) | 340.08       | 6,801.60    |
| Thank you for your business |          |  | <b>Total</b> | \$24,001.60 |

|                |                |
|----------------|----------------|
| Phone #        | Fax #          |
| (208) 726-4167 | (208) 726-4199 |

|                            |
|----------------------------|
| E-mail                     |
| miked@bigwoodlandscape.com |





## City of Ketchum

November 7, 2022

Mayor Bradshaw and City Councilors  
City of Ketchum  
Ketchum, Idaho

Mayor Bradshaw and City Councilors:

### **Recommendation To Enter into Contract 23011 with Idaho Dark Sky Alliance.**

#### Recommendation and Summary

Staff is recommending the council approve the annual contract with Idaho Dark Sky Alliance (ISDA) and adopt the following motion:

**"I move to authorize the Mayor to sign Contract 23011 with Idaho Dark Sky Alliance."**

The reasons for the recommendation are as follows:

- The primary reason for the City to enter into this contract is to support the IDSA's monitoring and maintenance of the Central Idaho Dark Sky Reserve (CISDR).
- The funding was approved in the FY23 adopted budget.

#### Introduction and History

The CISDR was certified in December 2017 by the International Dark Sky Association (IDA). Certification required that the CISDR agree to implement all the IDA requirements to become a Dark Sky Reserve. One of these requirements is that "Municipalities, management entities, and partners within the Reserve agree to establish interpretive outreach programs to support the goals of the Reserve and educate visitors and residents about the importance of preserving the dark night sky resource."

IDSA is an Idaho non-profit corporation with an IRS 501(c)(3) designation engaged in the business of fundraising and day-to-day operations of the Central Idaho Dark Sky Reserve (CISDR). IDSA functions under the CISDR Oversight Group (Blaine County, Ketchum, Stanley, Sun Valley, and the Sawtooth National Forest). The Alliance proposes and implements projects that accomplish portions of the Reserve's Lightscape Management Plan.

#### Sustainability

Approval of the contract will assist with the maintenance of the CISDR while also supporting education and outreach efforts to our community and visitors.

#### Financial Impact

The cost for services is \$2,500 for the year and funding will be allocated from the Local Option Tax Account within the approved FY23 budget.

#### Attachments

Proposed Contract #23011

## CONTRACT FOR SERVICES 23011

THIS AGREEMENT made and entered into this 7<sup>th</sup> day of November 2022, by and between the CITY OF KETCHUM, IDAHO, (hereinafter referred to as "the City") and the IDAHO DARK SKY ALLIANCE, an Idaho nonprofit corporation with an IRS 501 (c)(3) designation, (hereinafter referred to as "IDSA").

### FINDINGS

1. Ketchum is a municipal corporation duly organized and existing under the laws of the State of Idaho.
2. IDSA is an Idaho non-profit corporation with an IRS 501(c)(3) designation engaged in the business of fundraising and day-to-day operations of the Central Idaho Dark Sky Reserve (CIDSR). IDSA functions under the CIDSR Oversight Group (Blaine County, Ketchum, Stanley, Sun Valley, and the Sawtooth National Forest). The Alliance proposes and implements projects that accomplish portions of the Reserve's Lightscape Management Plan.
3. Ketchum is a destination resort city as defined by Idaho Code § 50-1044 as it derives a major portion of its economic wellbeing from businesses catering to the recreational needs and meeting the needs of people traveling to the Sun Valley area. As a resort city, Ketchum is eligible to and does collect a local option non-property tax.
4. Pursuant to Idaho Code § 50-301 and § 50-302, Ketchum is empowered to enter contracts and take such steps as are reasonably necessary to maintain the peace, good government and welfare of the City and its trade, commerce and industry. Accordingly, Ketchum has the power as conferred by the State of Idaho, to provide directly for certain promotional activities to enhance the trade, commerce, industry, and economic well-being of the City.
5. The primary reason for the City to enter this contract is to support the monitoring and maintenance of the CIDSR. The CIDSR was certified in December 2017 by the International Dark Sky Association (IDA). Certification required that the CIDSR agree to implement all the IDA requirements to become a Dark Sky Reserve. One of these requirements is that "Municipalities, management entities, and partners within the Reserve agree to establish interpretive outreach programs to support the goals of the Reserve and educate visitors and residents about the importance of preserving the dark night sky resource."
6. Ketchum has committed \$2,500 towards this contract for services in the FY23 budget.
7. IDSA desires to enter into an agreement with Ketchum to provide services identified in Attachment A.

NOW, THEREFORE, in consideration of the mutual promises and agreements set forth herein, it is agreed by and between the City and the IDSA as follows:

1. **SERVICES RECEIVED.** IDSA agrees to provide those services identified in Attachment A as an independent contractor. IDSA agrees that it shall provide, at its sole expense, all costs of labor, materials, supplies, business overhead and financial expenses, liability insurance, fidelity bonds, and all necessary equipment and facilities required to provide the services as set forth in this Agreement.

**2. TERM.** The term of this Agreement shall commence October 1, 2022 and shall terminate on the 30<sup>th</sup> day of September 2023.

**3. CONSIDERATION.** In consideration for providing the services described in Attachment A, the City agrees to pay to IDSA the total sum of TWO THOUSAND FIVE HUNDRED DOLLARS (\$2,500.00) payable in one lump sum. IDSA will provide the City an invoice; the City shall pay IDSA the amount set forth in such invoice no later than thirty (30) days after the date of such invoice.

**4. REPORTING.** IDSA agrees to report to the Ketchum City Council via it's submitted annual report to the IDA.

**5. TERMINATION.** The City may terminate this Contract with 120 days written notice to IDSA with or without cause. The City reserves the right to request an independent audit under the provisions herein upon termination, and such audit obligation and cost on the part of IDSA shall survive any termination of this Contract.

**6. EQUAL EMPLOYMENT OPPORTUNITY.** IDSA covenants that it shall not discriminate against any employee, volunteer, or applicant for employment because of race, religion, color, sex, or national origin.

**7. INDEPENDENT CONTRACTOR STATUS.** The parties acknowledge and agree that IDSA shall provide its services for the fee specified herein in the status of independent contractor, and not as an employee of the City. IDSA shall create, direct, and control its own means and methods of performing this Agreement. IDSA and its agents, members, employees, and volunteers, shall not accrue leave, retirement, insurance, bonding, or any other benefit afforded to employees of the City. The sole interest and responsibility of the City under this Agreement is to assure itself that the services covered by this Agreement shall be performed and rendered by IDSA in a competent, efficient, and satisfactory manner.

**8. HOLD HARMLESS AGREEMENT.** Any contractual obligation entered into or assumed by IDSA, or any liability incurred by reason of personal injury and/or property damage in connection with or arising out of IDSA's obligations pursuant to this Agreement shall be the sole responsibility of IDSA, and IDSA covenants and agrees to indemnify and hold the City harmless from any and all claims or causes of action arising out of IDSA's activities and obligations as set forth hereinabove, including, but not limited to, personal injury, property damage, and employee complaints.

**9. NON-ASSIGNMENT.** This Agreement may not be assigned by or transferred by IDSA, in whole or in part, without the prior written consent of the City.

**10. DISPUTES:** In the event that a dispute arises between the City and IDSA regarding application or interpretation of any provision of this Agreement, the aggrieved party shall promptly notify the other party to this Agreement of the dispute within ten (10) days after such dispute arises. If the parties shall have failed to resolve the dispute within thirty (30) days after delivery of such notice, the parties agree to first endeavor to seek to settle the dispute in an amicable manner by non-binding mediation before resorting to litigation. Should the parties be unable to resolve the dispute to their mutual satisfaction within thirty (30) days after such completion of mediation, each party shall have the right to pursue any rights or remedies it may have at law or in equity.

**11. MISCELLANEOUS PROVISIONS.**

- a. Paragraph Headings. The headings in this Agreement are inserted for convenience and identification only and are in no way intended to describe, interpret, define or limit the scope, extent or intent of this Agreement or any of the provisions of the Agreement.
- b. Provisions Severable. Every provision of this Agreement is intended to be severable. If any term or provision hereof is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of the Agreement.
- c. Rights and Remedies are Cumulative. The rights and remedies provided by this Agreement are cumulative and the use of any one right or remedy by any party shall not preclude nor waive its rights to use any or all other remedies. Any rights provided to the parties under this Agreement are given in addition to any other rights the parties may have by law, statute, ordinance or otherwise.
- d. Successor and Assigns. This Agreement and the terms and provision hereof shall inure to the benefit of and be binding upon the heirs, personal representatives, successors and assigns of the parties hereto.
- e. Entire Agreement. This Agreement contains the entire agreement between the parties respecting the matters herein set forth and supersedes all prior agreements between the parties hereto respecting such matters.
- f. Governing Law. This Agreement shall be construed in accordance with the laws of the State of Idaho. Venue shall be in Blaine County, Idaho.
- g. Preparation of Agreement. No presumption shall exist in favor of or against any party to this Agreement as a result of the drafting and preparation of the document.
- h. No Waiver. No waiver of any breach by either party of the terms of this Agreement shall be deemed a waiver of any subsequent breach of the agreement.
- i. Amendment. No amendment of this Agreement shall be effective unless the amendment is in writing, signed by each of the parties.
- j. Notices. Notices hereunder shall be by personal delivery or US Mail Certified/Return Receipt and shall be deemed effective upon such personal delivery or two (2) business days after mailing, whichever is later. Notices shall be provided as follows:

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

b. Consultant: Idaho Dark Skies Alliance  
                                   PO Box 4903  
                                   Ketchum, ID 83340

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first set forth above.

CITY OF KETCHUM, IDAHO

IDAHO DARK SKY ALLIANCE

By: \_\_\_\_\_  
Neil Bradshaw  
Mayor

By: \_\_\_\_\_  
Carol Cole  
President

ATTEST:

\_\_\_\_\_  
Trent Donat  
City Clerk



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

**PURCHASE ORDER**  
 BUDGETED ITEM?  Yes  No

**PURCHASE ORDER - NUMBER: 23011**

|  |   |
|--|---|
| <b>To:</b><br>5742<br>IDAHO DARK SKY ALLIANCE<br>PO BXO 4903<br>KETCHUM ID 83340 | <b>Ship to:</b><br>CITY OF KETCHUM<br>PO BOX 2315<br>KETCHUM ID 83340 |
|--|---|

| P. O. Date | Created By | Requested By | Department | Req Number | Terms |
|------------|------------|--------------|------------|------------|-------|
| 09/26/2022 | bancona    | bancona      |            | 0          |       |

| Quantity | Description                                   | Unit Price | Total    |
|----------|---|------------|----------|
| 1.00     | FY23 DARK SKY EDUCATION OUTREACH 22-4910-6075 | 2,500.00   | 2,500.00 |
|          | SHIPPING & HANDLING                           |            | 0.00     |
|          | TOTAL PO AMOUNT                               |            | 2,500.00 |

\_\_\_\_\_  
 Authorized Signature



## City of Ketchum

November 7, 2022

Mayor Bradshaw and City Councilors  
City of Ketchum  
Ketchum, Idaho

Mayor Bradshaw and City Councilors:

### **Recommendation To Approve Adopt Resolution 22-034 Authorizing a Lease-Purchase Agreement with PNC Bank for \$612,643**

#### Recommendation and Summary

Staff is recommending the council Adopt the following Resolution:

**"I move to adopt the Resolution 22-034 executing a Lease-Purchase Agreement between the City of Ketchum and PNC Bank and authorize the Mayor to sign said agreement."**

The reasons for the recommendation are as follows:

- City Council has already authorized the concept of a lease to own financing of fire engine.
- This agreement provides for a lease purchase for the replacement fire engine.

#### Introduction and History

The City Council authorized the contract to purchase a replacement fire engine to be provided by Pierce Manufacturing. The engine has a sales price of \$712,643, and is projected to be available for delivery in 2025. This agreement pre-pays the purchase allowing for a substantial discount. The agreement contracts PNC bank to provide the funding for the fire engine for a period of five years. Legal is completing a final review of the attached agreement to ensure it conforms with the Idaho Constitution.

#### Sustainability Impact

No impact.

#### Financial Impact

This agreement funds \$612,643 out of a purchase price of \$712,643. There is a financing cost of \$89,217 over 5 years at 4.7%. The pre-purchase, however, discounts the overall purchase price by \$42,815. The lease payments will be \$140,801.73 per year for five years, with a \$1.00 residual purchase price.

#### Attachments

Resolution 22-034

Master Lease Purchase Agreement between City of Ketchum and PNC Bank

CITY OF KETCHUM

RESOLUTION NO. 22-034

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KETCHUM, BLAINE COUNTY, STATE OF IDAHO, EXECUTING A LEASE-PURCHASE AGREEMENT FOR \$612,643 WITH PNC BANK FOR A FIRE ENGINE; DIRECTING THE CITY CLERK TO RETAIN IN OFFICIAL RECORDS OF THE CITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Ketchum (“Municipality”) is a political subdivision of the State of Idaho (the “State”) and is duly organized and existing pursuant to the Constitution and laws of the State of Idaho, and

WHEREAS, pursuant to applicable law, the Ketchum City Council (“Governing Body”) is authorized to acquire, dispose of and encumber real and personal property, including, without limitation, rights and interest in property, leases and easements necessary to the functions or operations of the Municipality, and

WHEREAS, the Governing Body hereby finds and determines that the execution of one or more Master Lease-Purchase Agreements (“Leases”) in the principal amount not exceeding the amount stated above for the purpose of acquiring the property (“Equipment”) to be described in the Leases is appropriate and necessary to the functions and operations of the Municipality, and

WHEREAS, PNC Bank, National Association (“Lessor”) shall act as Lessor under said Leases,

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

Section 1. The Mayor (“Authorized Representative”) acting on behalf of the Municipality, is hereby authorized to negotiate, enter into, execute, and deliver one or more Leases in substantially the form set forth in the document presently before the Governing Body, which document is available for public inspection at the office of the Municipality. The Authorized Representative acting on behalf of the Municipality is hereby authorized to negotiate, enter into, execute, and deliver such other documents relating to the Lease as the Authorized Representative deems necessary and appropriate. All other related contracts and agreements necessary and incidental to the Leases are hereby authorized.

Section 2. By a written instrument signed by the Authorized Representative, said Authorized Representative may designate specifically identified officers or employees of the Municipality to execute and deliver agreements and documents relating to the Leases on behalf of the Municipality.

Section 3. The aggregate original principal amount of the Leases shall not exceed the amount stated above and shall bear interest as set forth in the Leases and the Leases shall contain such options to purchase by the Municipality as set forth therein.

Section 4. The Municipality’s obligations under the Leases shall be subject to annual appropriation or renewal by the Governing Body as set forth in each Lease and the Municipality’s obligations under the Leases shall not constitute general obligations of the Municipality or indebtedness under the Constitution or laws of the State.

Section 5. As to each Lease, the Municipality reasonably anticipates to issue not more than \$10,000,000 of tax-exempt obligations (other than “private activity bonds” which are not “qualified 501(c)(3) bonds”)



during the current calendar year in which each such Lease is issued and hereby designates each Lease as a qualified tax-exempt obligation for purposes of Section 265(b) of the Internal Revenue Code of 1986, as amended.

Section 6. This resolution shall take effect immediately upon its adoption and approval.

ADOPTED AND APPROVED on this November 7, 2022.

The undersigned Secretary/Clerk of the above-named Municipality hereby certifies and attests that the undersigned has access to the official records of the Governing Body of the Municipality, that the foregoing resolutions were duly adopted by said Governing Body of the Municipality at a meeting of said Governing Body and that such resolutions have not been amended or altered and are in full force and effect on the date stated below.

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Mayor

---

Clerk

Master Lease-Purchase Agreement  
Between  
City of Ketchum and  
PNC Bank, National Association

Document Index

- Master Lease-Purchase Agreement – Sign and provide title on the last page
- Lease Schedule with Schedule A-1 – Sign and title
- Vehicle Schedule Addendum – Sign and title
- Resolution – The resolution must reflect the title(s) of the individual(s) who have authorization to sign the documents.
- Incumbency Certificate – List your authorized signor(s) and title(s); have secretary or appropriate trustee attest to the information and signature(s) provided by signing and printing his/her name, title and date. **The person who validates the signatures should not sign the lease documents.** The resolution must reflect the title(s) of the individual(s) who have authorization to sign the documents.
- Opinion of Counsel Letter – Enclosed is a template. Please ask your attorney to prepare on his/her letterhead and include all of the items in the template.
- Titled Vehicle Guidelines – The terms of your contract specify that the Lender be listed as the lienholder and hold the original title during the term of the lease. Please refer to this document to guide you through the transfer of title and vehicle registration process.
- Insurance Request Form – Fill in your insurer's information and sign. Please contact your insurer, prior to delivery, to obtain a certificate of insurance. Please enclose the certificate with the signed documentation or have the insurer fax the certificate directly to me.
- Four Party Agreement – Sign and title.
- Delivery & Acceptance Certificate – **At point of delivery, fill out this form and fax it to me. Please return the original via US Postal Service.**
- IRS FORM 8038-G – Sign, date, and title
- Minutes of Governing Body (approving the purchase & finance of equipment) – Please return a copy with the documents.
- Sales Tax Exemption Certificate – On File
- Sales Contract or Purchase Order - Please provide a copy of the Sales Contract or a copy of the Purchase Order.
- Information Request: Billing requirements and contact information

# MASTER LEASE – PURCHASE AGREEMENT

Dated as of November 9, 2022

This Master Lease-Purchase Agreement together with all addenda, riders and attachments hereto, as the same may from time to time be amended, modified or supplemented (“Master Lease”) is made and entered by and between PNC Bank, National Association (“Lessor”) and the Lessee identified below (“Lessee”).

LESSEE: City of Ketchum

1. LEASE OF EQUIPMENT. Subject to the terms and conditions of this Master Lease, Lessor agrees to lease to Lessee, and Lessee agrees to lease from Lessor, all Equipment described in each Schedule signed from time to time by Lessee and Lessor.

2. CERTAIN DEFINITIONS. All terms defined in the Lease are equally applicable to both the singular and plural form of such terms. (a) “Schedule” means each Lease Schedule signed and delivered by Lessee and Lessor, together with all addenda, riders, attachments, certificates and exhibits thereto, as the same may from time to time be amended, modified or supplemented. Lessee and Lessor agree that each Schedule (except as expressly provided in said Schedule) incorporates by reference all of the terms and conditions of the Master Lease. (b) “Lease” means each Schedule and this Master Lease as incorporated into said Schedule. (c) “Equipment” means the property described in each Schedule, together with all attachments, additions, accessions, parts, repairs, improvements, replacements and substitutions thereto. (d) “Lien” means any security interest, lien, mortgage, pledge, encumbrance, judgment, execution, attachment, warrant, writ, levy, other judicial process or claim of any nature whatsoever by or of any person.

3. LEASE TERM. The term of the lease of the Equipment described in each Lease (“Lease Term”) commences on the first date any of such Equipment is accepted by Lessee pursuant to Section 5 hereof and, unless earlier terminated as expressly provided in the Lease, continues until Lessee’s payment and performance in full of all of Lessee’s obligations under the Lease.

#### 4. RENT PAYMENTS.

1. For each Lease, Lessee agrees to pay to Lessor the rent payments in the amounts and at the times as set forth in the Schedule A-1 attached to the Schedule (“Rent Payments”). A portion of each Rent Payment is paid as and represents the payment of interest as set forth in the Schedule A-1. Rent Payments will be payable for the Lease Term in U.S. dollars, without notice or demand at the office of Lessor (or such other place as Lessor may designate from time to time in writing).

2. If Lessor receives any payment from Lessee after the due date, Lessee shall pay Lessor on demand as a late charge 5% of such overdue amount, limited, however, to the maximum amount allowed by law.

3. EXCEPT AS SPECIFICALLY PROVIDED IN SECTION 6 HEREOF OR IN ANY WRITTEN MODIFICATION TO THE LEASE SIGNED BY LESSOR, THE OBLIGATION TO PAY RENT PAYMENTS UNDER EACH LEASE SHALL BE ABSOLUTE AND UNCONDITIONAL IN ALL EVENTS AND SHALL NOT BE SUBJECT TO ANY SETOFF, DEFENSE, COUNTERCLAIM, ABATEMENT OR RECOUPMENT FOR ANY REASON WHATSOEVER.

#### 5. DELIVERY; ACCEPTANCE; FUNDING CONDITIONS.

1. Lessee shall arrange for the transportation, delivery and installation of all Equipment to the location specified in the Schedule (“Location”) by Equipment suppliers (“Suppliers”) selected by Lessee. Lessee shall pay all costs related thereto unless Lessor otherwise agrees to pay such costs as stated in the Schedule.

2. Lessee shall accept Equipment as soon as it has been delivered and is operational. Lessee shall evidence its acceptance of any Equipment by signing and delivering to Lessor the applicable Schedule. If Lessee signs and delivers a Schedule and if all Funding Conditions have been satisfied in full,

then Lessor will pay or cause to be paid the costs of such Equipment as stated in the Schedule ("Purchase Price") to the applicable Supplier.

3. Lessor shall have no obligation to pay any Purchase Price unless all reasonable conditions established by Lessor ("Funding Conditions") have been satisfied, including, without limitation, the following: (a) Lessee has signed and delivered the Schedule and its Schedule A-1; (b) no Event of Default shall have occurred and be continuing; (c) no material adverse change shall have occurred in the Internal Revenue Code of 1986, as amended, and the related regulations and rulings thereunder (collectively, the "Code"); (d) no material adverse change shall have occurred in the financial condition of Lessee or any Supplier; (e) the Equipment is reasonably satisfactory to Lessor and is free and clear of any Liens (except Lessor's Liens); (f) all representations of Lessee in the Lease remain true, accurate and complete; and (g) Lessor has received all of the following documents, which shall be reasonably satisfactory, in form and substance, to Lessor: (1) evidence of insurance coverage required by the Lease, (2) an opinion of Lessee's counsel; (3) reasonably detailed invoices for the Equipment; (4) Uniform Commercial Code (UCC) financing statements; (5) copies of resolutions by Lessee's governing body, duly authorizing the Lease and incumbency certificates for the person(s) who will sign the Lease; (6) such documents and certificates relating to the tax-exempt interest payable under the Lease (including, without limitation, IRS Form 8038G or 8038GC) as Lessor may request; and (7) such other documents and information previously identified by Lessor or otherwise reasonably requested by Lessor.

#### 6. TERMINATION FOR GOVERNMENTAL NON-APPROPRIATIONS.

1. For each Lease, Lessee represents and warrants: that it has appropriated and budgeted the necessary funds to make all Rent Payments required pursuant to such Lease for the remainder of the fiscal year in which the Lease Term commences; and that it intends to make Rent Payments for the full Lease Term as scheduled on the applicable Schedule A-1 so long as funds are appropriated in each fiscal year by its governing body. Lessee reasonably believes that moneys in an amount sufficient to make all Rent Payments can and will lawfully be appropriated and made available therefor. All Rent Payments shall be payable out of the general funds of Lessee or out of other funds legally available therefor. Lessor agrees that the Leases will not be general obligations of Lessee and that the Leases shall not constitute pledges of either the full faith and credit of Lessee or the taxing power of Lessee.

2. If Lessee's governing body fails to appropriate sufficient funds in any fiscal year for Rent Payments or other payments due under a Lease and if other funds are not available for such payments, then a "Non-Appropriation Event" shall be deemed to have occurred. If a Non-Appropriation Event occurs, then: (a) Lessee shall give Lessor immediate notice of such Non-Appropriation Event and provide written evidence of such failure by Lessee's governing body; (b) on the Return Date, Lessee shall return to Lessor all, but not less than all, of the Equipment covered by the affected Lease, at Lessee's sole expense, in accordance with Section 21 hereof; and (c) the affected Lease shall terminate on the Return Date without penalty or expense to Lessee, provided, that Lessee shall pay all Rent Payments and other amounts payable under the affected Lease for which funds shall have been appropriated or are otherwise available, provided further, that Lessee shall pay month-to-month rent at the rate set forth in the affected Lease for each month or part thereof that Lessee fails to return the Equipment under this Section 6.2. "Return Date" means the last day of the fiscal year for which appropriations were made for the Rent Payments due under a Lease.

**7. NO WARRANTY BY LESSOR. THE EQUIPMENT IS SOLD "AS IS". LESSEE ACKNOWLEDGES THAT LESSOR DID NOT MANUFACTURE THE EQUIPMENT. LESSOR DOES NOT REPRESENT THE MANUFACTURER, OWNER, OR DEALER, AND LESSEE SELECTED THE EQUIPMENT BASED UPON LESSEE'S OWN JUDGMENT. LESSOR MAKES NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR OTHERWISE OR AS TO THE EQUIPMENT'S VALUE, DESIGN, CONDITION, USE, CAPACITY OR DURABILITY. LESSEE AGREES THAT REGARDLESS OF CAUSE, LESSOR IS NOT RESPONSIBLE FOR, AND LESSEE WILL NOT MAKE ANY CLAIM AGAINST LESSOR FOR, ANY DAMAGES, WHETHER CONSEQUENTIAL, DIRECT, SPECIAL OR INDIRECT INCURRED BY LESSEE IN CONNECTION WITH THE EQUIPMENT OR THIS MASTER LEASE – LEASE PURCHASE AGREEMENT. NEITHER THE MANUFACTURER, THE DEALER, NOR ANY SALESPERSON, EMPLOYEE OR AGENT OF THE DEALER OR MANUFACTURER, IS LESSOR'S AGENT OR HAS ANY AUTHORITY TO SPEAK FOR LESSOR OR TO BIND LESSOR IN ANY WAY.** For and during the Lease Term, Lessor hereby assigns to Lessee any manufacturers or Supplier's product

warranties, express or implied, applicable to any Equipment and Lessor authorizes Lessee to obtain the customary services furnished in connection with such warranties at Lessee's sole expense. Lessee agrees that (a) all Equipment will have been purchased by Lessor in accordance with Lessee's specifications from Suppliers selected by Lessee, (b) Lessor is not a manufacturer or dealer of any Equipment and has no liability for the delivery or installation of any Equipment, (c) Lessor assumes no obligation with respect to any manufacturer's or Supplier's product warranties or guaranties, (d) no manufacturer or Supplier or any representative of said parties is an agent of Lessor, and (e) any warranty, representation, guaranty or agreement made by any manufacturer or Supplier or any representative of said parties shall not be binding upon Lessor.

8. TITLE; SECURITY INTEREST.

1. Upon Lessee's acceptance of any Equipment under its Lease, title to the Equipment shall vest in Lessee, subject to Lessor's security interest therein and all of Lessor's other rights under such Lease including, without limitation, Sections 6, 20 and 21 hereof.

2. As collateral security for the Secured Obligations, Lessee hereby grants to Lessor a first priority security interest in any and all of the Equipment (now existing or hereafter acquired) and any and all proceeds thereof. Lessee agrees to execute and deliver to Lessor all necessary documents to evidence and perfect such security interest, including, without limitation, Uniform Commercial Code (UCC) financing statements and any amendments thereto.

3. "Secured Obligations" means Lessee's obligations to pay all Rent Payments and all other amounts due and payable under all present and future Leases and to perform and observe all covenants, agreements and conditions (direct or indirect, absolute or contingent, due or to become due, or existing or hereafter arising) of Lessee under all present and future Leases.

9. PERSONAL PROPERTY. All Equipment is and will remain personal property and will not be deemed to be affixed or attached to real estate or any building thereon.

10. MAINTENANCE AND OPERATION. Lessee agrees it shall, at its sole expense: (a) repair and maintain all Equipment in good condition and working order, in accordance with manufacturer's instructions, and supply and install all replacement parts or other devices when required to so maintain the Equipment or when required by applicable law or regulation, which parts or devices shall automatically become part of the Equipment; and (b) use and operate all Equipment in a careful manner in the normal course of its operations and only for the purposes for which it was designed in accordance with the manufacturer's warranty requirements, and comply with all laws and regulations relating to the Equipment. If any Equipment is customarily covered by a maintenance agreement, Lessee will furnish Lessor with a maintenance agreement by a party reasonably satisfactory to Lessor. No maintenance or other service for any Equipment will be provided by Lessor. Lessee will not make any alterations, additions or improvements ("Improvements") to any Equipment without Lessor's prior written consent unless the Improvements may be readily removed without damage to the operation, value or utility of such Equipment, but any such Improvements not removed prior to the termination of the applicable Lease shall automatically become part of the Equipment.

11. LOCATION; INSPECTION. Equipment will not be removed from, or if Equipment is rolling stock its permanent base will not be changed from, the Location without Lessor's prior written consent which will not be unreasonably withheld. Upon reasonable notice to Lessee, Lessor may enter the Location or elsewhere during normal business hours to inspect the Equipment.

12. LIENS, SUBLEASES AND TAXES.

1. Lessee shall keep all Equipment free and clear of all Liens except those Liens created under its Lease. Lessee shall not sublet or lend any Equipment or permit it to be used by anyone other than Lessee or Lessee's employees.

2. Lessee shall pay when due all Taxes which may now or hereafter be imposed upon any Equipment or its ownership, leasing, rental, sale, purchase, possession or use, upon any Lease or upon any Rent Payments or any other payments due under any Lease. If Lessee fails to pay such Taxes when

due, Lessor shall have the right, but not the obligation, to pay such Taxes. If Lessor pays any such Taxes, then Lessee shall, upon demand, immediately reimburse Lessor therefor. "Taxes" means present and future taxes, levies, duties, assessments or other governmental charges that are not based on the net income of Lessor, whether they are assessed to or payable by Lessee or Lessor, including, without limitation (a) sales, use, excise, licensing, registration, titling, gross receipts, stamp and personal property taxes, and (b) interest, penalties or fines on any of the foregoing.

### 13. RISK OF LOSS.

1. Lessee bears the entire risk of loss, theft, damage or destruction of any Equipment in whole or in part from any reason whatsoever ("Casualty Loss"). No Casualty Loss to any Equipment shall relieve Lessee from the obligation to make any Rent Payments or to perform any other obligation under any Lease. Proceeds of any insurance recovery will be applied to Lessee's obligations under this Section 13.

2. If a Casualty Loss occurs to any Equipment, Lessee shall immediately notify Lessor of the same and Lessee shall, unless otherwise directed by Lessor, immediately repair the same.

3. If Lessor determines that any item of Equipment has suffered a Casualty Loss beyond repair ("Lost Equipment"), then Lessee shall either: (a) immediately replace the Lost Equipment with similar equipment in good repair, condition and working order free and clear of any Liens (except Lessor's Liens) and deliver to Lessor a bill of sale covering the replacement equipment, in which event such replacement equipment shall automatically be Equipment under the applicable Lease; or (b) on the next scheduled Rent Payment date, pay Lessor (i) all amounts owed by Lessee under the applicable Lease, including the Rent Payment due on such date plus (ii) an amount equal to the applicable Termination Value set forth in the Payment Schedule to the applicable Lease. If Lessee is making such payment with respect to less than all of the Equipment under a Lease, then Lessor will provide Lessee with the pro rata amount of the Rent Payment and Termination Value to be paid by Lessee with respect to the Lost Equipment.

4. Lessee shall bear the risk of loss for, shall pay directly, and shall defend against any and all claims, liabilities, proceedings, actions, expenses (including reasonable attorney's fees), damages or losses arising under or related to any Equipment, including, but not limited to, the possession, ownership, lease, use or operation thereof. These obligations of Lessee shall survive any expiration or termination of any Lease. Lessee shall not bear the risk of loss of, nor pay for, any claims, liabilities, proceedings, actions, expenses (including attorney's fees), damages or losses which arise directly from events occurring after any Equipment has been returned by Lessee to Lessor in accordance with the terms of the applicable Lease or which arise directly from the gross negligence or willful misconduct of Lessor.

### 14. INSURANCE.

1. (a) Lessee at its sole expense shall at all times keep all Equipment insured against all risks of loss or damage from every cause whatsoever for an amount not less than the Termination Value of the Equipment. Proceeds of any such insurance covering damage or loss of any Equipment shall be payable to Lessor as loss payee. (b) The Total Amount Financed as set forth on the Schedule A-1 does not include the payment of any premium for any liability insurance coverage for bodily injury and/or property damage caused to others and no such insurance will be purchased by Lessor. (c) Lessee at its sole expense shall at all times carry public liability and property damage insurance in amounts reasonably satisfactory to Lessor protecting Lessee and Lessor from liabilities for injuries to persons and damage to property of others relating in any way to any Equipment. Proceeds of any such public liability or property insurance shall be payable first to Lessor as additional insured to the extent of its liability, and then to Lessee.

2. All insurers shall be reasonably satisfactory to Lessor. Lessee shall promptly deliver to Lessor satisfactory evidence of required insurance coverage and all renewals and replacements thereof. Each insurance policy will require that the insurer give Lessor at least 30 days prior written notice of any cancellation of such policy and will require that Lessor's interests remain insured regardless of any act, error, misrepresentation, omission or neglect of Lessee. The insurance maintained by Lessee shall be primary without any right of contribution from insurance which may be maintained by Lessor.

15. PURCHASE OPTION. Upon 30 days prior written notice by Lessee to Lessor, and so long as there is no Event of Default then existing, Lessee shall have the option to purchase all, but not less than

all, of the Equipment covered by a Lease on any Rent Payment due date by paying to Lessor all Rent Payments then due (including accrued interest, if any) plus the Termination Value amount set forth on the Payment Schedule to the applicable Lease for such date. Upon satisfaction by Lessee of such purchase conditions, Lessor shall release its Lien on such Equipment and Lessee shall retain its title to such Equipment "AS-IS, WHERE-IS," without representation or warranty by Lessor, express or implied, except for a representation that such Equipment is free and clear of any Liens created by Lessor.

16. LESSEE'S REPRESENTATIONS AND WARRANTIES. With respect to each Lease and its Equipment, Lessee hereby represents and warrants to Lessor that:

(a) Lessee has full power, authority and legal right to execute and deliver the Lease and to perform its obligations under the Lease, and all such actions have been duly authorized by appropriate findings and actions of Lessee's governing body;

(b) (b) the Lease has been duly executed and delivered by Lessee and constitutes a legal, valid and binding obligation of Lessee, enforceable in accordance with its terms;

(c) the Lease is authorized under, and the authorization, execution and delivery of the Lease complies with, all applicable federal, state and local laws and regulations (including, but not limited to, all open meeting, public bidding and property acquisition laws) and all applicable judgments and court orders;

(d) the execution, delivery and performance by Lessee of its obligations under the Lease will not result in a breach or violation of, nor constitute a default under, any agreement, lease or other instrument to which Lessee is a party or by which Lessee's properties may be bound or affected;

(e) there is no pending, or to the best of Lessee's knowledge threatened, litigation of any nature which may have a material adverse effect on Lessee's ability to perform its obligations under the Lease; and

(f) Lessee is a state, or a political subdivision thereof, as referred to in Section 103 of the Code, and Lessee's obligation under the Lease constitutes an enforceable obligation issued on behalf of a state or a political subdivision thereof.

17. TAX COVENANTS. Lessee hereby covenants and agrees that:

(a) Lessee shall comply with all of the requirements of Section 149(a) and Section 149(e) of the Code, as the same may be amended from time to time, and such compliance shall include, but not be limited to, keeping a complete and accurate record of any assignments of any Lease and executing and filing Internal Revenue Form 8038G or 8038GC, as the case may be, and any other information statements reasonably requested by Lessor;

(b) Lessee shall not do (or cause to be done) any act which will cause, or by omission of any act allow, any Lease to be an "arbitrage bond" within the meaning of Section 148(a) of the Code or any Lease to be a "private activity bond" within the meaning of Section 141(a) of the Code; and

(c) Lessee shall not do (or cause to be done) any act which will cause, or by omission of any act allow, the interest portion of any Rent Payments to be or become includable in gross income for Federal income taxation purposes under the Code.

(d) If Lessor either (i) receives notice, in any form, from the IRS; or (ii) reasonably determines, based on an opinion of independent tax counsel selected by Lessor and approved by Lessee, which approval Lessee shall not unreasonably withhold, that Lessor may not exclude the interest component of any Rent Payment under a Tax-Exempt Lease from federal gross income because Lessee breached a covenant contained herein, then Lessee shall pay to Lessor, within 30 days after Lessor notifies Lessee of such determination, the amount which, with respect to Rent Payments previously paid and taking into account all penalties, fines, interest and additions to tax (including all federal, state and local taxes imposed on the interest component of all Rent Payments under such Tax-Exempt Lease due through the date of such event) that are imposed on Lessor as a result of the loss of the exclusion, will restore to Lessor the same after-tax yield on the transaction evidenced by such Tax-Exempt Lease (assuming tax at the highest marginal corporate tax rate) that it would have realized had the exclusion not been lost. Additionally,

Lessee agrees that upon the occurrence of such an event with respect to a Tax-Exempt Lease, it shall pay additional rent to Lessor on each succeeding Rent Payment due date in such amount as will maintain such after-tax yield to Lessor. Lessor's determination of the amount necessary to maintain its after-tax yield as provided in this subsection (b) shall be conclusive (absent manifest error). Notwithstanding anything in a Tax-Exempt Lease to the contrary, any payment that Lessee is required to make pursuant to this subsection (b) shall be made only from Legally Available Funds.

#### 18. ASSIGNMENT.

1. Lessee shall not assign, transfer, pledge, hypothecate, nor grant any Lien on, nor otherwise dispose of, any Lease or any Equipment or any interest in any Lease or Equipment.

2. Lessor may assign its rights, title and interest in and to any Lease or any Equipment, and/or may grant or assign a security interest in any Lease and its Equipment, in whole or in part, to any party at any time. Any such assignee or lien holder (an "Assignee") shall have all of the rights of Lessor under the applicable Lease. **LESSEE AGREES NOT TO ASSERT AGAINST ANY ASSIGNEE ANY CLAIMS, ABATEMENTS, SETOFFS, COUNTERCLAIMS, RECOUPMENT OR ANY OTHER SIMILAR DEFENSES WHICH LESSEE MAY HAVE AGAINST LESSOR.** Unless otherwise agreed by Lessee in writing, any such assignment transaction shall not release Lessor from any of Lessor's obligations under the applicable Lease. An assignment or reassignment of any of Lessor's right, title or interest in a Lease or its Equipment shall be enforceable against Lessee only after Lessee receives a written notice of assignment which discloses the name and address of each such Assignee. Lessee shall keep a complete and accurate record of all such assignments in the form necessary to comply with Section 149(a) of the Code. Lessee agrees to acknowledge in writing any such assignments if so requested.

3. Each Assignee of a Lease hereby agrees that: (a) the term Secured Obligations as used in Section 8.3 hereof is hereby amended to include and apply to all obligations of Lessee under the Assigned Leases and to exclude the obligations of Lessee under any Non-Assigned Leases; (b) said Assignee shall have no Lien on, nor any claim to, nor any interest of any kind in, any Non-Assigned Leases; and (c) Assignee shall exercise its rights, benefits and remedies as the assignee of Lessor (including, without limitation, the remedies under Section 20 of the Master Lease) solely with respect to the Assigned Leases. "Assigned Leases" means only those Leases which have been assigned to an Assignee pursuant to a written agreement; and "Non-Assigned Leases" means all Leases excluding the Assigned Leases.

4. Subject to the foregoing, each Lease inures to the benefit of and is binding upon the heirs, executors, administrators, successors and assigns of the parties hereto.

19. EVENTS OF DEFAULT. For each Lease, "Event of Default" means the occurrence of any one or more of the following events as they may relate to such Lease: (a) Lessee fails to make any Rent Payment (or any other payment) as it becomes due in accordance with the terms of the Lease, and any such failure continues for ten days after the due date thereof; (b) Lessee fails to perform or observe any of its obligations under Sections 12.1, 14 or 18.1 hereof; (c) Lessee fails to perform or observe any other covenant, condition or agreement to be performed or observed by it under the Lease and such failure is not cured within 30 days after receipt of written notice thereof by Lessor; (d) any statement, representation or warranty made by Lessee in the Lease or in any writing delivered by Lessee pursuant thereto or in connection therewith proves at any time to have been false, misleading or erroneous in any material respect as of the time when made; (e) Lessee applies for or consents to the appointment of a receiver, trustee, conservator or liquidator of Lessee or of all or a substantial part of its assets, or a petition for relief is filed by Lessee under any federal or state bankruptcy, insolvency or similar law, or a petition in a proceeding under any federal or state bankruptcy, insolvency or similar law is filed against Lessee and is not dismissed within 60 days thereafter; or (f) Lessee shall be in default under any other Lease or under any other financing agreement executed at any time with Lessor.

20. REMEDIES. If any Event of Default occurs, then Lessor may, at its option, exercise any one or more of the following remedies:

(a) Lessor may require Lessee to pay (and Lessee agrees that it shall pay) all amounts then currently due under all Leases and all remaining Rent Payments due under all Leases during the fiscal year



in effect when the default occurs together with interest on such amounts at the highest lawful rate from the date of Lessor's demand for such payment.

(b) Lessor may require Lessee to promptly return all Equipment to Lessor in the manner set forth in Section 21 (and Lessee agrees that it shall so return the Equipment), or Lessor may, at its option, enter upon the premises where any Equipment is located and repossess such Equipment without demand or notice, without any court order or other process of law and without liability for any damage occasioned by such repossession;

(c) Lessor may sell, lease or otherwise dispose of any Equipment, in whole or in part, in one or more public or private transactions, and if Lessor so disposes of any Equipment, then Lessor shall retain the entire proceeds of such disposition free of any claims of Lessee, provided, that the net proceeds of any such disposition shall be applied to amounts payable by Lessee under clause (a) above of this Section only to the extent that such net proceeds exceed the applicable Termination Value set forth in the applicable Schedule A-1;

(d) Lessor may terminate, cancel or rescind any Lease as to any and all Equipment;

(e) Lessor may exercise any other right, remedy or privilege which may be available to Lessor under applicable law or, by appropriate court action at law or in equity, Lessor may enforce any of Lessee's obligations under any Lease; and/or

(f) Lessor may require Lessee to pay (and Lessee agrees that it shall pay) all out-of-pocket costs and expenses incurred by Lessor as a result (directly or indirectly) of the Event of Default and/or of Lessor's actions under this section, including, without limitation, any attorney fees and expenses and any costs related to the repossession, safekeeping, storage, repair, reconditioning or disposition of any Equipment.

None of the above remedies is exclusive, but each is cumulative and in addition to any other remedy available to Lessor. Lessor's exercise of one or more remedies shall not preclude its exercise of any other remedy. No delay or failure on the part of Lessor to exercise any remedy under any Lease shall operate as a waiver thereof, nor as an acquiescence in any default, nor shall any single or partial exercise of any remedy preclude any other exercise thereof or the exercise of any other remedy.

21. **RETURN OF EQUIPMENT.** If Lessor is entitled under the provisions of any Lease, including any termination thereof pursuant to Sections 6 or 20 of this Master Lease, to obtain possession of any Equipment or if Lessee is obligated at any time to return any Equipment, then (a) title to the Equipment shall vest in Lessor immediately upon Lessors notice thereof to Lessee, and (b) Lessee shall, at its sole expense and risk, immediately de-install, disassemble, pack, crate, insure and return the Equipment to Lessor (all in accordance with applicable industry standards) at any location in the continental United States selected by Lessor. Such Equipment shall be in the same condition as when received by Lessee (reasonable wear, tear and depreciation resulting from normal and proper use excepted), shall be in good operating order and maintenance as required by the applicable Lease, shall be free and clear of any Liens (except Lessor's Lien) and shall comply with all applicable laws and regulations. Until Equipment is returned as required above, all terms of the applicable Lease shall remain in full force and effect including, without limitation, obligations to pay Rent Payments and to insure the Equipment. Lessee agrees to execute and deliver to Lessor all documents reasonably requested by Lessor to evidence the transfer of legal and beneficial title to such Equipment to Lessor and to evidence the termination of Lessee's interest in such Equipment.

22. **LAW GOVERNING.** Each Lease shall be governed by the laws of the state of the lessee (the "State").

23. **NOTICES.** All notices to be given under any Lease shall be made in writing and either personally delivered or mailed by certified mail to the other party at its address set forth herein or at such address as the party may provide in writing from time to time. Any such notices shall be deemed to have been received five days subsequent to mailing if sent by regular or certified mail, or on the next business day if sent by overnight courier, or on the day of delivery if delivered personally.

24. **FINANCIAL INFORMATION; INDEMNITY; POWER OF ATTORNEY.** Within 30 days of their completion in each fiscal year of Lessee during any Lease Term, Lessee will deliver to Lessor upon Lessor's request the publicly available annual financial information of Lessee. To the extent permitted by law, Lessee shall indemnify, hold harmless and, if Lessor requests, defend Lessor and its shareholders, affiliates, employees, dealers and agents against all Claims directly or indirectly arising out of or connected with (a) the manufacture, installation, use, lease, possession or delivery of the Equipment, (b) any defects in the Equipment, any wrongful act or omission of Lessee, or its employees and agents, or (c) any claims of alleged breach by Lessee of this Master Lease or any related document. "Claims" means all losses, liabilities, damages, penalties, expenses (including attorney's fees and costs), claims, actions and suits, whether in contract, tort or otherwise. Lessee hereby appoints Lessor its true and lawful attorney-in-fact (with full power of substitution) to prepare any instrument, certificate of title or financing statement covering the Equipment or otherwise protecting Lessor's interest in the Equipment, to sign Lessee's name with the same force and effect as if signed by Lessee, and to file same at the proper location(s); and make claims for, receive payment of, and execute and endorse all documents, checks or drafts for loss, theft, damage or destruction to the Equipment under any insurance.

25. **ANTI-MONEY LAUNDERING/INTERNATIONAL TRADE LAW COMPLIANCE.** Lessee represents and warrants to Lessor, as of the date of this Master Lease, the date of each advance of proceeds pursuant to this Master Lease, the date of any renewal, extension or modification of this Master Lease or any Lease, and at all times until this Master Lease and each Lease has been terminated and all amounts thereunder have been indefeasibly paid in full, that: (a) no Covered Entity (i) is a Sanctioned Person; (ii) has any of its assets in a Sanctioned Country or in the possession, custody or control of a Sanctioned Person; or (iii) does business in or with, or derives any of its operating income from investments in or transactions with, any Sanctioned Country or Sanctioned Person in violation of any law, regulation, order or directive enforced by any Compliance Authority; (b) the proceeds of any Lease will not be used to fund any operations in, finance any investments or activities in, or, make any payments to, a Sanctioned Country or Sanctioned Person in violation of any law, regulation, order or directive enforced by any Compliance Authority; (c) the funds used to repay any Lease are not derived from any unlawful activity; and (d) each Covered Entity is in compliance with, and no Covered Entity engages in any dealings or transactions prohibited by, any laws of the United States, including but not limited to any Anti-Terrorism Laws. Lessee covenants and agrees that it shall immediately notify Lessor in writing upon the occurrence of a Reportable Compliance Event.

As used herein: "Anti-Terrorism Laws" means any laws relating to terrorism, trade sanctions programs and embargoes, import/export licensing, money laundering, or bribery, all as amended, supplemented or replaced from time to time; "Compliance Authority" means each and all of the (a) U.S. Treasury Department/Office of Foreign Assets Control, (b) U.S. Treasury Department/Financial Crimes Enforcement Network, (c) U.S. State Department/Directorate of Defense Trade Controls, (d) U.S. Commerce Department/Bureau of Industry and Security, (e) U.S. Internal Revenue Service, (f) U.S. Justice Department, and (g) U.S. Securities and Exchange Commission; "Covered Entity" means Lessee, its affiliates and subsidiaries, all guarantors, pledgors of collateral, all owners of the foregoing, and all brokers or other agents of Lessee acting in any capacity in connection with this Master Lease or any Lease; "Reportable Compliance Event" means that any Covered Entity becomes a Sanctioned Person, or is indicted, arraigned, investigated or custodially detained, or receives an inquiry from regulatory or law enforcement officials, in connection with any Anti-Terrorism Law or any predicate crime to any Anti-Terrorism Law, or self-discovers facts or circumstances implicating any aspect of its operations with the actual or possible violation of any Anti-Terrorism Law; "Sanctioned Country" means a country subject to a sanctions program maintained by any Compliance Authority; and "Sanctioned Person" means any individual person, group, regime, entity or thing listed or otherwise recognized as a specially designated, prohibited, sanctioned or debarred person or entity, or subject to any limitations or prohibitions (including but not limited to the blocking of property or rejection of transactions), under any order or directive of any Compliance Authority or otherwise subject to, or specially designated under, any sanctions program maintained by any Compliance Authority.

26. **USA PATRIOT ACT NOTICE.** To help the government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify and record information that identifies each lessee that opens an account. What this means: when Lessee opens an account, Lessor will ask for the business name, business address, taxpayer identifying number and other information that will allow Lessor to identify Lessee, such as organizational documents. For some businesses and organizations, Lessor

may also need to ask for identifying information and documentation relating to certain individuals associated with the business or organization.

27. SECTION HEADINGS. All section headings contained herein or in any Schedule are for convenience of reference only and do not define or limit the scope of any provision of any Lease.

28. EXECUTION IN COUNTERPARTS. Each Schedule to this Master Lease may be executed in several counterparts, each of which shall be deemed an original, but all of which shall be deemed one instrument. Only one counterpart of each Schedule shall be marked "Lessor's Original", and all other counterparts shall be deemed duplicates. An assignment of or security interest in any Schedule may be created through transfer and possession only of the counterpart marked "Lessor's Original."

29. ENTIRE AGREEMENT; WRITTEN AMENDMENTS. Each Lease, together with the exhibits attached thereto and made a part hereof and other attachments thereto, and other documents or instruments executed by Lessee and Lessor in connection therewith, constitute the entire agreement between the parties with respect to the lease of the Equipment covered thereby, and such Lease shall not be modified, amended, altered, or changed except with the written consent of Lessee and Lessor. Any provision of any Lease found to be prohibited by law shall be ineffective to the extent of such prohibition without invalidating the remainder of the Lease.

30. HEAVY-DUTY VEHICLE GREENHOUSE GAS EMISSION REDUCTION REGULATION.

a) If the equipment leased pursuant to the Lease is a tractor, the Lessee of this heavy-duty tractor understands that when using a heavy-duty tractor to pull a 53-foot or longer box-type trailer on a highway within California, the heavy-duty tractor must be compliant with Sections 95300-95312, title 17, California Code of Regulations, and that it is the responsibility of the Lessee to ensure this heavy-duty tractor is compliant. The regulations may require this heavy-duty tractor to have low-rolling-resistance tires that are U.S. Environmental Protection Agency ("U.S. EPA") SmartWay Verified Technologies prior to current or future use in California or may entirely prohibit use of this tractor in California if it is a model year 2011 or later tractor and is not a U.S. EPA SmartWay Certified Tractor.

b) If the equipment leased pursuant to the Lease is a trailer, the Lessee of this box-type trailer understands that when using a heavy-duty tractor to pull a 53-foot or longer box-type trailer on a highway within California, the box-type trailer must be compliant with Sections 95300-95312, title 17, California Code of Regulations, and that it is the responsibility of the Lessee to ensure this box-type trailer is compliant. The regulations may require this trailer to have low-rolling-resistance tires and aerodynamic technologies that are U.S. EPA SmartWay Verified Technologies prior to current or future use in California.

c) Notwithstanding anything in the Lease to the contrary, the Lease does not prohibit the Lessee from modifying the trailer, at Lessee's cost, to be compliant with the requirements of the California Heavy-Duty Vehicle Greenhouse Gas Emission Reduction Regulation.

31. IMPORTANT INFORMATION ABOUT PHONE CALLS. By providing telephone number(s) to Lessor, now or at any later time, Lessee authorizes Lessor and its affiliates and designees to contact Lessee regarding Lessee account(s) with Lessor or its affiliates, whether such accounts are Lessee individual accounts or business accounts for which Lessee is a contact, at such numbers using any means, including but not limited to placing calls using an automated dialing system to cell, VoIP or other wireless phone number, or leaving prerecorded messages or sending text messages, even if charges may be incurred for the calls or text messages. Lessee consents that any phone call with Lessor may be monitored or recorded by Lessor.

City of Ketchum  
("Lessee")

By: \_\_\_\_\_

Title: \_\_\_\_\_

107 Saddle Road  
Ketchum, ID 83340

PNC Bank, National Association  
("Lessor")

By: \_\_\_\_\_

Title \_\_\_\_\_

155 East Broad Street, B4-B230-05-7  
Columbus, OH 43215

**LEASE SCHEDULE NO. 99000023-1**

Dated as of November 9, 2022

This Lease Schedule (this "Schedule") is attached and made a part of the Master Lease-Purchase Agreement referenced below, together with all exhibits, schedules, addenda, and other attachments thereto, executed by Lessee and Lessor (the "Lease"). Unless otherwise defined herein, capitalized terms will have the same meaning ascribed to them in the Master Lease. All terms and conditions of the Master Lease are incorporated herein by reference. To the extent that there is any conflict between the terms of the Lease and this Schedule, the terms of this Schedule shall control.

Master Lease-Purchase Agreement dated November 9, 2022

1. **EQUIPMENT DESCRIPTION.** As used in the Lease, "Equipment" means all of the property described in Schedule A-1 attached to this Schedule and all attachments, additions, accessions, parts, repairs, improvements, replacements and substitutions thereto.

2. **RENTAL PAYMENTS; LEASE TERM.** The Rental Payments to be paid by the Lessee to Lessor, the commencement date thereof and the lease term of this Lease Schedule are set forth on the Schedule A-1 attached to this Lease Schedule.

3. **ESSENTIAL USE; CURRENT INTENT OF LESSEE.** Lessee represents that the use of the Equipment is essential to Lessee's proper, efficient and economic functioning or to the services that Lessee provides to its citizens and the Equipment will be used by Lessee only for the purpose of performing its governmental or proprietary functions consistent with the permissible scope of its authority. Lessee currently intends for the full Lease Term: to use the Equipment; to continue this Lease; and (if applicable) to make Rent Payments if funds are appropriated in each fiscal year by its governing body.

4. **ACCEPTANCE OF EQUIPMENT. AS BETWEEN LESSEE AND LESSOR, LESSEE AGREES THAT (A) LESSEE HAS RECEIVED AND INSPECTED ALL EQUIPMENT; (B) ALL EQUIPMENT IS IN GOOD WORKING ORDER AND COMPLIES WITH ALL PURCHASE ORDERS, CONTRACTS AND SPECIFICATIONS; (C) LESSEE ACCEPTS ALL EQUIPMENT FOR PURPOSES OF THE LEASE "AS-IS, WHERE IS"; AND (D) LESSEE WAIVES ANY RIGHT TO REVOKE SUCH ACCEPTANCE.**

5. **BANK QUALIFIED. LESSEE CERTIFIES THAT IT HAS DESIGNATED THIS LEASE AS A QUALIFIED TAX-EXEMPT OBLIGATION IN ACCORDANCE WITH SECTION 265(b)(3) OF THE CODE, THAT IT HAS NOT DESIGNATED MORE THAN \$10,000,000 OF ITS OBLIGATIONS AS QUALIFIED TAX-EXEMPT OBLIGATIONS IN ACCORDANCE WITH SUCH SECTION FOR THE CURRENT CALENDAR YEAR AND THAT IT REASONABLY ANTICIPATES THAT THE TOTAL AMOUNT OF TAX-EXEMPT OBLIGATIONS TO BE ISSUED BY LESSEE DURING THE CURRENT CALENDAR YEAR WILL NOT EXCEED \$10,000,000.**

6. **RE-AFFIRMATION OF THE MASTER LEASE-PURCHASE AGREEMENT.** Lessee hereby re-affirms all of its representations, warranties and obligations under the Master Lease Purchase Agreement (including, without limitation, its obligation to pay all Rental Payments, its disclaimers in Section 7 thereof and its representations in Section 6.1 and 16 thereof).

City of Ketchum  
("Lessee")

PNC Bank, National Association  
("Lessor")

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

## Schedule A-1

### 1. EQUIPMENT LOCATION & DESCRIPTION:

City of Ketchum  
 107 Saddle Road  
 Ketchum, ID 83340

Blaine, County

1 New Pierce Enforcer PUC Pumper

VIN # TBD

### 2. LEASE PAYMENT SCHEDULE.

(a) Accrual Date: November 9, 2022

(b) Amount Financed:

|      |   |                     |
|------|---|---------------------|
| i.   | Equipment Purchase Price  | \$755,458.00        |
| ii.  | Down Payment to Vendor  | \$100,000.00        |
|      | Prepay Discounts  | \$42,815.00         |
|      | Trade In  | \$0.00              |
| iii. | Total Amount Financed (Cash Sale Price minus Purchase Price Deductions) | <u>\$612,643.00</u> |

(c) Payment Schedule:

| Rent Payment Number | Rent Payment Date | Rent Payment Amount | Interest Portion | Principal Portion | Termination Value |
|---------------------|-------------------|---------------------|------------------|-------------------|-------------------|
| 1                   | 11/09/2023        | 140,801.73          | 29,529.39        | 111,272.34        | no call           |
| 2                   | 11/09/2024        | 140,801.73          | 24,166.07        | 116,635.66        | no call           |
| 3                   | 11/09/2025        | 140,801.73          | 18,544.23        | 122,257.50        | \$270,351.83      |
| 4                   | 11/09/2026        | 140,801.73          | 12,651.42        | 128,150.31        | \$138,357.01      |
| 5                   | 11/09/2027        | 140,801.73          | 6,474.54         | 134,327.19        | \$1.00            |

City of Ketchum  
("Lessee")

By: \_\_\_\_\_

Title: \_\_\_\_\_

PNC Bank, National Association  
("Lessor")

By: \_\_\_\_\_

Title: \_\_\_\_\_

# VEHICLE SCHEDULE ADDENDUM

Dated as of November 9, 2022

Lease Schedule No. 99000023-1

Dated November 9, 2022

Lessee: City of Ketchum

Reference is made to the above Lease Schedule ("Schedule") to the Master Lease-Purchase Agreement identified in the Lease Schedule ("Master Lease") by and between PNC Bank, National Association ("Lessor") and the above Lessee ("Lessee"). This Addendum amends and modifies the terms and conditions of the Schedule and is hereby made a part of the Schedule. Unless otherwise defined herein, capitalized terms defined in the Master Lease shall have the same meaning when used herein.

NOW THEREFORE, as part of the valuable consideration to induce the execution of the Schedule, Lessor and Lessee hereby agree to amend the Schedule as follows:

1. In the event that any unit of Equipment covered by the Schedule is a vehicle or trailer under applicable State law, then the following provisions shall also apply to the Schedule to the extent permitted by law,

(a) each manufacturer's statement of origin and certificate of title shall state that Lessor has the first and sole lien on or security interest in such unit of Equipment;

(b) the public liability and property damage insurance required by the terms of the paragraph titled "Insurance in the Master Lease shall be in an amount not less than \$1,000,000.00 per person insured and \$2,000,000.00 combined single limit per unit per occurrence (provided, that if the unit of Equipment is a bus or other passenger vehicle, then such insurance amount shall be such larger amount as may be reasonably required by Lessor) and \$1,000,000.00 for damage to property of others;

(c) Lessee shall furnish and permit only duly licensed, trained, safe and qualified drivers to operate any such unit of Equipment, and such drivers shall be agents of Lessee and shall not be agents of Lessor; and

(d) Lessee shall cause each such unit of Equipment to be duly registered and licensed as required by applicable State law with Lessor noted as lien holder and Lessee as owner.

2. Except as expressly amended by this Addendum and other modifications signed by Lessor, the Schedule remains unchanged and in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Addendum as of the date first referenced above.

City of Ketchum  
("Lessee")

PNC Bank, National Association  
("Lessor")

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_



## RESOLUTION

Municipality/Lessee: City of Ketchum

Principal Amount Expected to Be Financed: \$612,643.00

WHEREAS, the Municipality is a political subdivision of the State in which Municipality is located (the "State") and is duly organized and existing pursuant to the Constitution and laws of the State.

WHEREAS, pursuant to applicable law, the governing body of the Municipality ("Governing Body") is authorized to acquire, dispose of and encumber real and personal property, including, without limitation, rights and interest in property, leases and easements necessary to the functions or operations of the Municipality.

WHEREAS, the Governing Body hereby finds and determines that the execution of one or more Master Lease-Purchase Agreements ("Leases") in the principal amount not exceeding the amount stated above for the purpose of acquiring the property ("Equipment") to be described in the Leases is appropriate and necessary to the functions and operations of the Municipality.

WHEREAS, PNC Bank, National Association ("Lessor") shall act as Lessor under said Leases.

NOW, THEREFORE, Be It Ordained by the Governing Body of the Municipality:

Section 1. Either one of the \_\_\_\_\_ OR \_\_\_\_\_ (each an "Authorized Representative") acting on behalf of the Municipality, is hereby authorized to negotiate, enter into, execute, and deliver one or more Leases in substantially the form set forth in the document presently before the Governing Body, which document is available for public inspection at the office of the Municipality. Each Authorized Representative acting on behalf of the Municipality is hereby authorized to negotiate, enter into, execute, and deliver such other documents relating to the Lease as the Authorized Representative deems necessary and appropriate. All other related contracts and agreements necessary and incidental to the Leases are hereby authorized.

Section 2. By a written instrument signed by any Authorized Representative, said Authorized Representative may designate specifically identified officers or employees of the Municipality to execute and deliver agreements and documents relating to the Leases on behalf of the Municipality.

Section 3. The aggregate original principal amount of the Leases shall not exceed the amount stated above and shall bear interest as set forth in the Leases and the Leases shall contain such options to purchase by the Municipality as set forth therein.

Section 4. The Municipality's obligations under the Leases shall be subject to annual appropriation or renewal by the Governing Body as set forth in each Lease and the Municipality's obligations under the Leases shall not constitute general obligations of the Municipality or indebtedness under the Constitution or laws of the State.

Section 5. As to each Lease, the Municipality reasonably anticipates issuing not more than \$10,000,000 of tax-exempt obligations (other than "private activity bonds" which are not "qualified 501(c)(3) bonds") during the current calendar year in which each such Lease is issued and hereby designates each Lease as a qualified tax-exempt obligation for purposes of Section 265(b) of the Internal Revenue Code of 1986, as amended.

Section 6. This resolution shall take effect immediately upon its adoption and approval.

ADOPTED AND APPROVED on this \_\_\_\_\_, 2022.

The undersigned Secretary/Clerk of the above-named Municipality hereby certifies and attests that the undersigned has access to the official records of the Governing Body of the Municipality, that the foregoing resolutions were duly adopted by said Governing Body of the Municipality at a meeting of said Governing Body and that such resolutions have not been amended or altered and are in full force and effect on the date stated below.

LESSEE: City of Ketchum

\_\_\_\_\_  
Signature of Secretary/Clerk of Municipality

[SEAL]

Print Name: \_\_\_\_\_

Official Title: \_\_\_\_\_

Date: \_\_\_\_\_

# CERTIFICATE OF INCUMBENCY

Lessee: City of Ketchum

Lease Schedule No.: 99000023-1

Dated: November 9, 2022

I, the undersigned Secretary/Clerk identified below, do hereby certify that I am the duly elected or appointed and acting Secretary/Clerk of the above Lessee (the "Lessee"), a political subdivision duly organized and existing under the laws of the State where Lessee is located, that I have the title stated below, and that, as of the date hereof, the individuals named below are the duly elected or appointed officers of the Lessee holding the offices set forth opposite their respective names.

[NOTE: Use same titles as Authorized Representatives stated in Resolutions.]

|      |       |           |  |
|------|-------|-----------|--|
|      |       |           |  |
| Name | Title | Signature |  |

|      |       |           |  |
|------|-------|-----------|--|
|      |       |           |  |
| Name | Title | Signature |  |

IN WITNESS WHEREOF, I have duly executed this certificate and affixed the seal of such Lessee as of the date set forth below.

\_\_\_\_\_  
Signature of Secretary/Clerk of Lessee

[SEAL]

Print Name: \_\_\_\_\_

Official Title: \_\_\_\_\_

Date: \_\_\_\_\_

## FORM OF OPINION OF COUNSEL

(To Be Typed on Attorney's Letterhead)

Date: November 9, 2022

Lessee: City of Ketchum

Lessor: PNC Bank, National Association

Re: Lease Schedule No. 99000023-1 dated November 9, 2022, together with its Master Lease-Purchase Agreement dated November 9, 2022, by and between the above-named Lessee and the above-named Lessor

Gentlemen:

I have acted as counsel to Lessee with respect to the Lease Schedule, the Master Lease-Purchase Agreement and all other agreements described above or related thereto (collectively, the "Agreements") and various related matters, and in this capacity have reviewed a duplicate original or certified copy of the Agreements and such other documents as I have deemed necessary for the purposes of this opinion.

Based upon the examination of such documents, it is my opinion that:

1. Lessee is a political subdivision of the State of Idaho (the "State") duly organized, existing and operating under the Constitution and laws of the State.
2. Lessee is authorized and has power under State law to enter into all of the Agreements, and to carry out its obligations thereunder and the transactions contemplated thereby.
3. The Agreements and all other documents related thereto have been duly authorized, approved, and executed by and on behalf of Lessee, and each of the Agreements is a valid and binding contract of Lessee enforceable in accordance with its terms, except to the extent limited by State and Federal law affecting creditor's remedies and by bankruptcy, reorganization or other laws of general application relating to or affecting the enforcement of creditors' rights.
4. The authorization, approval and execution of the Agreements and all other proceedings of Lessee relating to the transactions contemplated thereby have been performed in accordance with all applicable Local, State and Federal laws (including open meeting laws and public bidding and property acquisition laws).
5. To the best of my knowledge, there is no litigation or proceeding pending before any court, administrative agency or governmental body, that challenges: the organization or existence of Lessee; the authority of its officers; the proper authorization; approval and execution of any of the Agreements or any documents relating thereto; the appropriation of monies to make payments under the Agreements for the current fiscal year; or the ability of Lessee otherwise to perform its obligations under the Agreements and the transactions contemplated thereby.
6. Lessee is a political subdivision of the State as referred to in Section 103 of the Internal Revenue Code of 1986, as amended, and the related regulations and rulings thereunder.

Lessor, its Assignee and any of their assigns may rely upon this opinion.

Very truly yours,

Attorney

## INSURANCE COVERAGE DISCLOSURE

PNC Bank, National Association, LESSOR

City of Ketchum, LESSEE

RE: INSURANCE COVERAGE REQUIREMENTS

1. In accordance with the Lease Schedule ("Schedule") to the Master Lease-Purchase Agreement identified in the Lease Schedule ("Master Lease"), Lessee certifies that it has instructed the insurance agent named below (please fill in name, address, and telephone number):

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

to issue: (check to indicate coverage)

a. All Risk Physical Damage Insurance on the leased Equipment evidenced by a Certificate of Insurance naming PNC Bank, National Association and/or its assigns as Lender Loss Payee.

Coverage Required: Termination Value Specified

b. Public Liability Insurance evidenced by a Certificate of Insurance naming PNC Bank, National Association and/or its assigns as an Additional Insured.

Minimum Coverage Required:

- \$1,000,000.00 per occurrence
- \$2,000,000.00 aggregate bodily injury liability
- \$1,000,000.00 property damage liability

Proof of insurance coverage will be provided to PNC Bank, National Association, Attn: Insurance Dept, 995 Dalton Ave., Cincinnati, OH 45203, prior to the time that the property is delivered to Lessee.

OR

2. Pursuant to the Master Lease, Lessee represents and warrants, in addition to other matters under the Agreement, that it is lawfully self-insured for: (check to indicate coverage)

- a. All risk, physical damage in the amount specified in 1(a) above.
- b. Public liability for not less than the amounts specified in 1(b) above.

Lessee has attached a signed letter describing self-insurance.

LESSEE: City of Ketchum

By: \_\_\_\_\_ Title: \_\_\_\_\_

## INSURANCE INFORMATION

Please provide the following information to your insurance company to help expedite receipt of the necessary coverage:

### ITEMS WHICH NEED TO BE REFLECTED ON INSURANCE CERTIFICATE:

- PNC Bank, National Association must be named Lender Loss Payee and Additional Insured
- 30 Days' Notice of Cancellation
- Not Less than \$2,000,000.00 limits on liability
- Certificate must reflect a short equipment description
- Certificate must reflect an expiration date

### Certificate Holder Information:

PNC Bank, National Association, its successors and/or all assigns  
Attn: Insurance Dept  
995 Dalton Ave.  
Cincinnati, OH 45203

Please send a PDF copy of certificate to [Teena.Parsons@pnc.com](mailto:Teena.Parsons@pnc.com)

The original should be mailed to the same at:

PNC Bank, National Association  
Attn: Insurance Dept  
995 Dalton Ave.  
Cincinnati, OH 45203

Please call Teena Parsons @ 513-455-9376, if you have any questions.



November 9, 2022

City of Ketchum  
107 Saddle Road  
Ketchum, ID 83340  
Attention: Shellie Gallagher

RE: Master Lease-Purchase Agreement dated November 9, 2022, ("Agreement"), Lease No. 99000023-1 ("Lease") by and between City of Ketchum ("Lessee") and PNC Bank, National Association ("Lender").

Dear Shellie Gallagher:

Thank you for choosing **PNC Bank, National Association** for your financing needs. Please refer to the second page, to guide you through the transfer of title and vehicle registration process.

As the Lessee, it is your responsibility that all titled equipment show evidence of Lender, as first and only lienholder on the title, per the contract terms. As Lender, PNC Bank, National Association agrees to give the Borrower 45 days, from the vehicle delivery date to have the titles processed with the respective titling agency with Lender, as ***first and only lienholder***.

We appreciate your business and are available to help you navigate the process. If you have any questions, you may call **855-531-1727** or email your questions to: [PNCEFCollateral@pnc.com](mailto:PNCEFCollateral@pnc.com).

Very truly yours,

**PNC Bank, National Association**

Teena Parsons  
Commercial Transaction Coordinator

## YOUR NEXT STEP

### CUSTOMER'S RESPONSIBILITY TO TITLE AND REGISTER FINANCED EQUIPMENT TO SECURE LOAN

#### FOR OUR LESSEES/BORROWERS

**If the Lessee/Borrower is completing title work and/or registration:**

- The vendor or prior vehicle owner will provide you with a completed MSO/MCO or Title and Title Application. The Lessee/Borrower is responsible for all additional costs/fees associated with titling and registration. Such payments are not built in to your Lease/Loan.

#### FOR VENDORS OR PRIOR VEHICLE OWNERS

**Proof of Origination/Ownership**

- Please provide PNC Bank, National Association with a copy of the FRONT side of the MSO/MCO or Current Title and Title Application.

**If the Vendor or Prior Owner is completing title work and/or registration:**

- PNC Bank, National Association must receive a copy of the Title Application and reverse side of the Title/MSO/MCO showing Lessee/Borrower as Owner and PNC Bank, National Association as Lienholder prior to releasing funds.

#### TITLE INFORMATION

New title listing **PNC Bank, National Association** should appear as follows (unless otherwise stated in your Lease/Loan agreement):

- **Owner: Lessee/Borrower**
- **Lienholder: "PNC Bank, National Association"**

**Original Titles/MSO/MCO**

- All Original Titles (or Lien Statements, when applicable) listing Lessee/Borrower as Owner and **PNC Bank, National Association** as Lienholder must be mailed to **PNC Bank, National Association** within 45 days of registration. **PNC Bank, National Association** will retain all titles subject to the terms of the Lease/Loan. An exception to this would be if your contract states that **PNC Bank, National Association** be named as the "Owner" of the titled equipment, i.e., TRAC lease.

**Mail Title/MSO/MCO(s) to the following address:**

- PNC Bank, National Association  
995 Dalton Avenue  
Cincinnati, OH 45203  
Attn: Collateral Department
- For questions, please call our Client Care Department at **855-531-1727** or email [PNCEFCollateral@pnc.com](mailto:PNCEFCollateral@pnc.com)



# FOUR PARTY AGREEMENT

Dated as of November 9, 2022

Lessee means City of Ketchum

“Lease Schedule” means Lease Schedule No. 99000023-1 dated November 9, 2022, together with its Schedule A-1.

“Pierce” means Pierce Manufacturing Inc., the manufacturer of the Equipment.

“Supplier” means: Hughes Fire Equipment Inc.

Reference is made to the Lease Schedule (“Lease Schedule”) and to the Master Lease-Purchase Agreement (“Master Lease”) identified in said Lease Schedule, described above between PNC Bank, National Association (“Lessor”) and the Lessee identified above which relates to Equipment described in Schedule A-1 to the Lease Schedule (“Equipment”) to be manufactured by Pierce and supplied by Supplier, an authorized dealer of Pierce fire equipment. For good and valuable consideration, receipt of which is hereby acknowledged, Lessee, Lessor, Pierce and Supplier hereby agree as follows:

1. Notwithstanding anything to the contrary in the Lease Schedule, Lessee hereby notifies Lessor that the Equipment has not yet been delivered to Lessee and the Equipment has not yet been accepted by Lessee for purposes of the Lease Schedule. Lessee agrees to execute and deliver to Lessor a Delivery and Acceptance Certificate in the form attached hereto as Exhibit A upon the circumstances set forth in said Certificate.

2. All parties agree that the Purchase Price of the Equipment shall be as set forth below if said Purchase Price is paid on or before the Advance Payment Date set forth below:

|                       |                  |
|-----------------------|------------------|
| Purchase Price:       | \$755,458.00     |
| Vendor Discounts:     | \$42,815.00      |
| Advance Payment Date: | November 9, 2022 |

3. Upon execution of the Lease Schedule and delivery of all documents required by Lessor, Lessee agrees that it shall pay the Lessee Down Payment stated below and Lessor agrees that it shall pay the balance of the Purchase Price (the “Amount Financed”) stated below. Lessee agrees that the Lease Term and Lessee’s obligation to pay Rent Payments shall commence on the date set forth in the Lease Schedule notwithstanding the delivery of the Equipment at a later date.

|                                |                     |
|--------------------------------|---------------------|
| Lessee Down Payment to Vendor: | _____ \$100,000.00  |
| Trade In:                      | \$0.00              |
| Amount Financed:               | <u>\$612,643.00</u> |

4. a) Supplier anticipates that it shall deliver the Equipment to Lessee by the **Anticipated Delivery Date** set forth below.

Anticipated Delivery Date: May 9, 2025

b) Supplier anticipates that it shall deliver the Equipment to Lessee no later than the **Outside Delivery Date** set forth below and that such Equipment shall comply with all specifications and requirements of Lessee and with the terms and conditions of any purchase order/purchase agreement relating thereto.

Outside Delivery Date: July 9, 2025

5. If for any reason whatsoever Supplier fails to deliver the Equipment to Lessee as set forth in **Subparagraph 4(b)** of this Agreement by the Outside Delivery Date for any piece of Equipment (the “Delayed Equipment”), and the Lessee has not agreed to revise the Outside Delivery Date with respect to such Delayed Equipment, then Pierce hereby agrees as follows only for the Delayed Equipment:

- a) On the first business day after the Outside Delivery Date, Pierce shall pay to Lessee the Lessee Down Payment for the Delayed Equipment plus interest at the Prime Rate plus one percent (1%) per annum from the Advance Payment Date to the date of such payment;
- b) On the first business day after the Outside Delivery Date, Pierce shall pay to Lessor for the Delayed Equipment the Amount Financed plus interest at the Prime Rate plus one percent (1%) per annum from the Advance Payment Date to the date of such payment; and
- c) "Prime Rate" means the prime rate of interest as published from time to time in the Wall Street Journal.

If there is more than one piece of Equipment subject to the Lease, and some of the Equipment is delivered in accordance with Subparagraph 4(b) of this Agreement, the payments owed pursuant to the Lease shall be modified to reflect only the obligations due on the Equipment that was delivered pursuant to Subparagraph 4(b). The new payment obligation will be determined based on the amount financed for the Equipment delivered to the Lessee, and based on the interest rate in effect as of the date of Lease commencement.

6. If Pierce makes the payments described in **Paragraph 5** for the Delayed Equipment under the circumstances set forth above and if Lessee has otherwise paid and performed its obligations under the Lease Schedule as of such payment date for the Delayed Equipment, then Lessee and Lessor agree that the Lease Schedule shall terminate as of the date of such payments by Pierce as to the Delayed Equipment only. Lessee's obligations shall continue unabated for the Equipment that was delivered pursuant to subparagraph 4(b). Pierce expressly agrees that the Lease Schedule identified herein shall be a "Lease" as such term is used in the Program Agreement, as amended, between Pierce and Lessor.

7. Supplier agrees that a performance bond (the "Performance Bond") will be issued which names Supplier as Principal, the Lessee as Obligee and the Lessor as Additional Obligee. The Performance Bond will apply solely to the terms and conditions of the purchase order/purchase agreement, including related equipment specifications and warranties, as issued by the Lessee and accepted by Pierce. The "Contract Date" referred to in the Performance Bond shall be the date of this Agreement.

8. Except as expressly set forth herein, the Lease Schedule and terms and conditions of the purchase order/purchase agreement for the Equipment remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the duly authorized officers of the parties set forth below execute this Agreement as of the date first written above.

City of Ketchum  
("Lessee")

By: \_\_\_\_\_

Title: \_\_\_\_\_

PNC Bank, National Association  
("Lessor")

By: \_\_\_\_\_

Title: \_\_\_\_\_

Pierce Manufacturing Inc.  
("Pierce")

By: \_\_\_\_\_

Title: \_\_\_\_\_

Hughes Fire Equipment Inc.  
("Supplier")

By: \_\_\_\_\_

Title: \_\_\_\_\_

## DELIVERY & ACCEPTANCE CERTIFICATE

Lease Schedule No. 99000023-1

Reference is made to the above Lease Schedule ("Schedule"), which has been executed and delivered by the undersigned Lessee ("Lessee") and PNC Bank, National Association ("Lessor"). This Certificate amends and supplements the terms and conditions of the Lease Schedule and is hereby made a part of the Lease Schedule. Unless otherwise defined herein, capitalized terms defined in the Master Lease-Purchase Agreement and the Lease Schedule shall have the same meaning when used herein; provided, that "Equipment" shall mean the Equipment described in the Schedule A-1 and in any attachment or exhibit to this Certificate.

Notwithstanding anything to the contrary, expressed or implied, in the Lease Schedule or its Schedule A-1, Lessee agrees as follows:

1. ACCEPTANCE OF EQUIPMENT. As of the Acceptance Date stated below and as between Lessee and Lessor, Lessee hereby agrees that: (a) Lessee has received and inspected all Equipment; (b) all Equipment is in good working order and complies with all purchase orders, contracts and specifications; (c) Lessee accepts all Equipment for purposes of the Lease "as-is, where-is"; and (d) Lessee waives any right to revoke such acceptance.

ACCEPTANCE DATE: \_\_\_\_\_

2. RENT PAYMENTS. Lessee hereby agrees that Lessee will pay the Rent Payments for the Equipment in the amounts and on the dates specified in Schedule A-1 to the Lease Schedule.

City of Ketchum  
("Lessee")

By: \_\_\_\_\_

Title: \_\_\_\_\_

# PNC Bank, National Association INFORMATION REQUEST

LESSEE NAME: City of Ketchum

FEDERAL TAX I.D. # \_\_\_\_\_

BILLING ADDRESS:

\_\_\_\_\_  
Billing Contact

\_\_\_\_\_  
Street Address or Post Office Box

\_\_\_\_\_  
City, State and Zip

\_\_\_\_\_  
Phone Number Fax Number

\_\_\_\_\_  
Email Address

PHYSICAL ADDRESS (IF DIFFERENT):

\_\_\_\_\_  
Street Address or Post Office Box

\_\_\_\_\_  
City, State and Zip

Require Board Approval for Payments? \_\_\_\_\_ Yes \_\_\_\_\_ No

Board Meeting Date? \_\_\_\_\_

Require signed vouchers for payments? \_\_\_\_\_ Yes \_\_\_\_\_ No

We typically mail our invoices 30 days in advance. Taking into account a seven-day mail period, do you foresee any problem that would prevent the payment from being received on or before the due date?

\_\_\_\_\_ Yes \_\_\_\_\_ No

Please list any special instructions below:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_



## City of Ketchum

November 7, 2022

Mayor Bradshaw and City Councilors  
City of Ketchum  
Ketchum, Idaho

Mayor Bradshaw and City Councilors:

### **Recommendation To Approve Purchase Order 23027 to Saveco NA Inc. for Screw Press Replacement Parts**

#### Recommendation and Summary

Staff is recommending the council approve Purchase Order 23027 and adopt the following motion:

**"I move to approve Purchase Order 23027 with Saveco NA, Inc. for the purchase of screw press replacement parts for the wastewater treatment plant in the amount of \$5,025.98 plus freight."**

The reason for the recommendation is as follows:

- Replacement of existing equipment parts is necessary because of deterioration. During routine maintenance of the screenings screw press, scoring and corrosion were found on the auger shaft which allowed moisture to infiltrate the gear box. A new auger is necessary in order to create a water-tight seal and prevent moisture from entering the gear box.

#### Sustainability

This purchase does not have any application regarding the Ketchum Sustainability Action Plan.

#### Financial Impact

Funds for this purchase will come from the Repair & Maint-Mach & Equip line item of the Wastewater Expenditures Budget and were included in the budget for FY23. This expense will be shared proportionally with the Sun Valley Water and Sewer District.

#### Attachments:

Purchase Order 23027  
Saveco NA Quote #PART22184



**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: 23027**

|  |   |
|--|---|
| <b>To:</b><br>5164<br>ENVIRO-CARE COMPANY<br>SAVECO NORTH AMERICA INC.<br>1570 ST. PAUL AVE. GURNEE IL 60031 | <b>Ship to:</b><br>CITY OF KETCHUM<br>PO BOX 2315<br>KETCHUM ID 83340 |
|--|---|

| P. O. Date | Created By | Requested By | Department           | Req Number | Terms  |
|------------|------------|--------------|----------------------|------------|--------|
| 10/26/2022 | bancona    | bancona      | Utilities/Wastewater | 0          | Net 30 |

| Quantity | Description  |              |        | Unit Price          | Total    |
|----------|--|--------------|--------|---------------------|----------|
| 1.00     | SCREW AUGER SPW200 W/BRUSH, L 700<br><a href="#">Reference Quote # PART22184</a> | 65-4350-6100 | 435002 | 5,025.98            | 5,025.98 |
|          |  |              |        | SHIPPING & HANDLING | 0.00     |
|          |  |              |        | TOTAL PO AMOUNT     | 5,025.98 |

\_\_\_\_\_  
 Authorized Signature

**SAVECO NORTH AMERICA INC.**

1570 ST. PAUL AVE.  
 GURNEE, IL 60031  
 USA

**QUOTATION**

Quote Number: PART22184  
 Quote Date: Sep 26, 2022  
 Page: 1

Voice: 815.636.8306  
 Fax: 815.636.8302

| Quoted To:   |
|--|
| Ketchum, ID/Sun Valley WSD<br>KECTHUM CITY HALL<br>PO BOX 2315<br>KETCHUM, ID 83340<br>USA |

| Customer ID | Good Thru | Payment Terms | Sales Rep |
|-------------|-----------|---------------|-----------|
| KETCHUM     | 10/26/22  | Net 30 Days   | COOMBS    |

| Quantity | Item        | Description  | Unit Price   | Amount          |
|----------|-------------|--|--------------|-----------------|
| 0.50     | FSMP-102556 | Request For Quote- Ketchum Sun Valley District, Ketchum, ID<br>ATTN- Whomever It May Concern<br>-<br>-<br>Screw auger SPW200 With brush, L 700<br>-<br>50% Discount applied for premature wear.<br>-<br>Shipping/Freight PrepPay/Add<br>Invoiced At Actual Cost<br>-<br>-<br>Lead Time 5-7 Weeks | 10,051.95    | 5,025.98        |
|          |             |  | Subtotal     | 5,025.98        |
|          |             |  | Sales Tax    |                 |
|          |             |  | <b>TOTAL</b> | <b>5,025.98</b> |



## City of Ketchum

November 7, 2022

Mayor Bradshaw and City Councilors  
City of Ketchum  
Ketchum, Idaho

Mayor Bradshaw and City Councilors:

### **Recommendation to approve Agreement 23034 for Policing Services with Blaine County Sheriff's Department**

#### Recommendation and Summary

Staff is recommending the council approve the FY23 contract with Blaine County Sheriff's Department and adopt the following motion:

**"I move to approve Agreement 23034 with Blaine County Sheriff's Department for city policing services."**

The reasons for the recommendation are as follows:

- Ketchum has historically contracted with the Sheriff's Department for city policing services.
- The funding was approved in the FY23 adopted budget.

#### Introduction and History

The City contracts with the Blaine County Sheriff's Department for all policing services with the exception of Parking and Code Enforcement Services.

#### Sustainability

No impact.

#### Financial Impact

The proposed amount of \$1,741,373 is ~\$6,500 less than the approved FY23 budget amount. The contractual expenses reflect the 9% compensation increase that the County implemented. The FY23 Capital Improvement plan also includes funding for patrol vehicle replacement (\$55,000), mobile radio replacement (\$12,000), and a new server for the body camera system (\$24,245).

#### Attachment

Attachment A: Joint Powers Agreement 23034

Attachment B: Purchase Order 23034



FY23 JOINT POWERS AGREEMENT BETWEEN  
BLAINE COUNTY AND THE CITY OF KETCHUM  
RELATING TO LAW ENFORCEMENT SERVICES

This Agreement made and entered into this 25 day of OCTOBER, 2022, by and between Blaine County, a political subdivision of the State of Idaho, (herein referred to as the "County") and the City of Ketchum, Idaho, (referred to herein as the "City" or "Ketchum").

WITNESSETH

WHEREAS, the Blaine County Sheriff's Office, (referred to herein as the "BCSO"), the County, and the City, each support unified law enforcement within Blaine County and, in particular, within the City to enhance the quality, depth and breadth of the law enforcement services; and

WHEREAS, the City desires to contract with the County for the performance of the hereinafter described law enforcement duties, and services;

NOW, THEREFORE, in consideration of the mutual promises and covenants herein contained, it is mutually agreed to between BCSO, the County, and Ketchum as follows:

1. Law Enforcement Services. The BCSO shall provide to Ketchum, the law enforcement services set forth below together with those services set forth in this Agreement (collectively referred to herein as "BCSO Law Enforcement Services").

1.1. City Services. The BCSO shall provide the following services within the City which consist of law enforcement and other related services provided by personnel assigned primarily for the benefit of the geographic areas within the boundaries of the City:

- a. Reactive patrol to enforce state law and City-adopted municipal ordinances and traffic codes and to respond to residents' and business complaints and calls for service;
- b. Proactive patrol to prevent and deter criminal activity;
- c. Traffic patrol to enforce applicable traffic codes;
- d. Investigation of crimes, infractions, and misdemeanors;
- e. Crime prevention, community policing, and involvement of BCSO law enforcement personnel in community events;
- f. Citation of violations of municipal ordinances pursuant to the police authority under Section 1.9(a) of this Agreement;
- g. Prosecution services for misdemeanor, infraction, and city ordinance violations originating within the City are expressly excluded from this agreement;

1.2. Support Services

The following support services shall be provided by the BCSO:

- a. Investigation services by deputies for felony crimes and misdemeanors. These deputies are supported by crime analysis, polygraph, identification, and evidence control.
- b. Critical Incident operational services.

1.3. Administrative Services

The BCSO shall provide administrative services including, without limitation, planning and statistics, subpoena control, training, accounting, payroll, personnel, media relations, fleet control, radio maintenance, purchasing, records, and inspections/internal investigations.

- a. The BCSO shall provide administrative services in line with law enforcement authority and, in general, will not provide investigative services for the city for civil matters; for example, personnel issues. These services may be performed at the request of the city in extraordinary circumstances at the discretion of the BCSO.

1.4. Method of Service

The BCSO shall keep the existing Ketchum City Police office open at its present location and shall staff same with a Ketchum Chief (with the rank Lieutenant for BCSO), and ten (10) additional full-time law enforcement deputies and one (1) full-time administrative person, consistent with BCSO Staffing Chart attached hereto as Exhibit A. BCSO law enforcement deputies will be assigned to work primarily within the City under this agreement shall be deputies of the Ketchum office. Notwithstanding the foregoing, BCSO law enforcement deputies shall be authorized to patrol, issue citations, and investigate criminal activities within the Ketchum City limits.

- a. All BCSO deputies assigned to work primarily within the City of Ketchum shall be issued a City citation book and shall issue Ketchum citations for all traffic and misdemeanor offenses occurring within the City. All revenue received from citations issued and other revenues received within Ketchum shall be the sole property of Ketchum. Other funds received or property forfeited as a result of crimes or infractions occurring within the City shall become the sole property of Ketchum, unless such funds or forfeited property resulted from an interagency task force, including but not limited to, the Narcotics Enforcement Team.
- b. The BCSO shall exercise its best efforts to ensure that the number of such positions assigned to the City remains constant. The City recognizes that the deputies assigned to the City may be unavailable at times due to staffing shortages, training, vacation, sick leave, or other leave. Notwithstanding a deputy's absence, calls for service in the City will be responded to by appropriate BCSO personnel.
- c. Except as set forth in this Agreement, support and administrative services shall be provided to the City at the level, degree and type as customarily provided by the BCSO in Blaine County.
- d. All BCSO law enforcement personnel operating within Ketchum under this Agreement shall be adequately trained and supervised by BCSO.

- e. BCSO will continue to maintain a comprehensive community policing program for Ketchum. Such program will provide proactive involvement of BCSO deputies in the Ketchum community. Areas of involvement will include, but not necessarily be limited to, schools, businesses, bars and taverns, neighborhoods, community events, and community foot and bicycle patrols.
- f. In the event that Ketchum receives grant(s) that allow the hiring of additional city police officer(s), BCSO agrees to incorporate such officer(s) into its Ketchum staff even if, under grant conditions, Ketchum must directly employ such officer(s).
- g. Subject to an employee's right to work, in the event that this agreement is terminated, Ketchum shall have the right to hire BCSO employees who were assigned to the BCSO Ketchum division during the period of contracted service. If Ketchum elects to hire any such employees they shall do so without lapse of service to affected employees.
- h. At a minimum, BCSO shall train all personnel assigned to the BCSO Ketchum Division to comply with State mandated training requirements.
- i. Personnel assigned to the BCSO Ketchum Division shall have the same opportunities for promotions as provided to all other BCSO employees and shall be considered for such positions as provided through BCSO's application process. In the event the Sheriff makes an appointment to the position of BCSO Ketchum Chief, he shall include in his considerations any member of the BCSO Ketchum Division who is trained and qualified for the position.

1.5. Special Provisions

- a. BCSO shall be responsible for the repair and preventive maintenance of all equipment, software, and accessories that are used in conjunction with the mobile computing program. This agreement does not supersede any Joint Powers Agreement that addresses these items (i.e. BCCLERMS agreement).
- b. The Blaine County Sheriff and BCSO Ketchum Chief shall consult with the Mayor, City Council, or City Administrator of Ketchum prior to any significant changes in law enforcement. Also, they will consult with the Mayor and City Council with regard to law enforcement issues within the City, and with regard to long-range law enforcement planning for the City.
- c. The Mayor and City Administrator shall have direct access to the Blaine County Sheriff with regard to this Agreement and law enforcement generally within Ketchum.
- d. At the request of the City, BCSO will review and comment upon law enforcement impact and needs relative to subdivisions, annexations and other development proposals submitted to Ketchum.
- e. In the event of a major felony that occurs in Ketchum that requires financial resources beyond those provided in this agreement for routine crime processing and investigation, BCSO and Ketchum will develop a plan to provide the needed resources. Such plan may provide for the reprioritizing of existing financial resources as provided in this agreement, the provision of additional resources from Ketchum, or a combination of both. (This joint powers agreement does not absolve the City of financial impact of a major felony within the City of Ketchum.)

1.6. Reporting

- a. Reporting District: A reporting district coterminous with the City boundaries shall be maintained by BCSO to enable accurate data collection on law enforcement services and criminal activity.
- b. Notification of Criminal Activity: The BCSO will notify the Mayor or City Administrator in the event of a significant criminal occurrence within the City.
- c. Monthly Reports: When requested BCSO will report on law enforcement activities, traffic incidents and criminal activity within the City. The BCSO Ketchum Chief will attend all regular meetings of the Ketchum City Council and any special council meeting called with regard to law enforcement issues at which his/her attendance is requested. The BCSO Ketchum Chief shall also attend all city management team meetings.

1.7. Personnel and Equipment

The BCSO is acting hereunder as independent contractors for the City so that:

- a. Control of Personnel: Control of personnel, standards of performance, discipline and all other aspects of performance shall be governed entirely by the BCSO. Allegations of misconduct shall be investigated in accordance with BCSO protocol.
- b. Status of Employees: All persons rendering service hereunder shall be for County employees employed by the BCSO.
- c. Liabilities: All liabilities for salaries, wages, any other compensation, employee injury or sickness, and employee complaints arising from services by the BCSO hereunder shall be the responsibility of the BCSO.
- d. Accrued Liabilities: Ketchum agrees to reimburse County for any and all accrued liabilities County pays as a result of the termination of this agreement. Payment is due and payable upon 30 days after the termination date.
- e. Provision of Personnel: The BCSO shall furnish personnel, equipment, materials, supplies and such resources and material in accordance with this Agreement and as necessary to provide the level of law enforcement service herein described. Ownership of equipment purchased by the BCSO shall be retained by the BCSO.

1.8. Ketchum Owned Property, and Evidence

- a. Property: Ketchum currently owns certain vehicles, equipment and other property (“Ketchum Property”) which the BCSO will use in the performance of this Agreement. Any new equipment and other property paid for by Ketchum as a specific capital acquisition line item in the annual budget paid for by Ketchum shall be the property of Ketchum. Upon the expiration or termination of this Agreement, all property owned by Ketchum shall be returned to the possession of Ketchum. BCSO shall maintain a written Inventory List of all Ketchum property. Ketchum shall maintain insurance on Ketchum-owned property.

- b. Evidence: BCSO shall maintain a written inventory list of all evidence that is taken in on behalf of the City for the purposes of carrying out this Agreement, which Inventory List of Ketchum Evidence shall remain in the possession and control of the BCSO. The transfer of the chain of custody of evidence shall be under the direction of the BCSO in accordance with law. The BCSO shall control and dispose of all evidence acquired under the terms of this Agreement in accordance with law.

1.9. City Responsibilities

In support of the BCSO providing the services described in this Agreement, the City agrees to the following:

- a. Municipal Police Authority: The City hereby confers municipal police authority on the BCSO and its deputies to enforce City and State laws within City boundaries, for the purposes of carrying out this Agreement. This municipal police authority is in addition to the authority presently utilized by the BCSO and shall not interfere with or limit the BCSO'S current authority in any way.
- b. Special Supplies: Except as otherwise expressly provided for herein, the City will supply at its own cost and expense any special supplies, stationery, notices, forms, and the like where such must be issued in the name of the City.
- c. Ketchum Building and Grounds: Ketchum will pay the utilities and casualty insurance on the current Police office building, and maintain the structural components of the building in a good state of condition and repair.
- d. Equipment: As described in paragraph 2(f) of this agreement, the City and representatives from the BCSO shall meet during the City's annual budgeting process to assess equipment needs for providing services under this Agreement as part of the annual renegotiation of this Agreement.

2. Compensation and Budgeting

The City shall pay BCSO and the County for the BCSO Law Enforcement Services under this Agreement as follows:

- a. Total Cost: Total cost to be paid by Ketchum to the BCSO and the County for the Law Enforcement Services under this Agreement shall be the sum of \$1,741,737.00.
- b. Development of Budget Costs: Budget costs shall include, but not be limited to, salary, benefits and special pays, if any, for personnel providing the service, along with any associated clothing allowance, supplies, services, telephone, motor pool, systems services, insurance, equipment and associated administrative costs.
- c. Trust Account: County shall establish and maintain a trust account for the purpose of maintaining and tracking funds paid by Ketchum to County that are unspent during the fiscal year. County shall maintain a minimum of \$100,000 in the trust account. Upon completion and receipt of the County's annual audit, County shall refund to Ketchum any amounts in the trust account in excess of \$100,000 within 30 days. Upon termination of this agreement County shall retain, at its discretion but not to exceed three (3) years, a minimum of \$100,000 in the trust account to pay for liabilities incurred but not yet reported arising out of the services rendered under this agreement.

- d. Billing: In consideration for duties, services, and functions provided by BCSO as set forth in this Agreement, the City shall pay to the Office of the County Clerk the sum of \$1,741,737.00 for the term of this Agreement, which shall be paid in twelve (12) equal monthly installments due no later than the tenth day of each month. Payments shall be due on the tenth day of each month, commencing on the first month following the effective date of this Agreement.
- e. Interest Charge: In the event the City fails to make a monthly payment within fifteen (15) days of the payment due date as provided in paragraph 2(c), the City shall be responsible for paying the delinquent amount and an additional payment equal to the Prime Rate plus two percentage points on the delinquent amount for the entire period of the delinquency.
- f. Application for Additional Services: The City may request services for special events from the BCSO Ketchum Chief that are in addition to the services set forth in Paragraph 1.1 of this Agreement and shall give the BCSO Ketchum Chief and the BCSO reasonable notice of such a request. When such a request is made, the BCSO Ketchum Chief and the BCSO will not unreasonably withhold their approval of such additional services. City agrees to pay for any mutually agreed additional overtime, salary, special pay, benefits, equipment, supply or any other costs relating to or resulting from the provision of services for the requested special event.
- g. Budgeting: The Blaine County Sheriff and the BCSO Ketchum Chief shall meet with the Mayor, City Council, and City Administrator of Ketchum during the City's annual budgeting process to consult on the law enforcement needs of the City for the upcoming fiscal year and renegotiation of this Agreement.
- h. Forfeiture Trust: If a need arises to expend funds from the police trust account, the BCSO Ketchum Chief and the Blaine County Sheriff will meet with the Mayor and City Council for approval.

3. Term

This Agreement is effective upon authorization and signature by all parties, and the BCSO Law Enforcement Services and charges shall commence on the October 1, 2022. The agreement period shall continue until September 30, 2023, and may, upon agreement of the parties, be renewed for additional one-year periods using the County's budgeting cycle of October 1st to September 30th of the following year. In the event the parties intend to renew, but a renewal agreement is not in place by October 1, 2023, all terms and conditions of this agreement shall continue in full force and effect until a renewal agreement is approved by the parties.

3.1. Termination Process

Each party may initiate a process to terminate this Agreement as follows:

- a. Notice of Termination: In the event either party hereto desires to terminate the Agreement prior to the expiration date, such party may do so by giving 120 days written notice to the other party.
- b. Transition Plan: Within 30 days of the receipt of such written termination notice, the parties shall complete a mutually agreed-upon transition plan providing for an orderly transition of responsibilities from the BCSO to the City. The transition shall be no more than 120 days from the date the termination notice is provided. The planning method should proceed along the lines of a project management approach to facilitate the joint planning process by the City

and the BCSO. The overarching goal of the transition plan will be to ensure there is no disruption in service to the community. Each party shall bear its respective costs in developing the transition plan.

4. Limited Liability

- a. Liability Related to City Ordinances, Policies, Rules and Regulations: In executing this agreement, the BCSO and the County do not assume liability or responsibility for or in any way release the City from any liability or responsibility which arises in whole or in part from the existence or effect of City ordinances, policies, rules or regulations. If any cause, claim, suit, action or administrative proceeding is commenced in which the enforceability and/or validity of any such City ordinance, policy, rule or regulation is at issue, the City shall defend the same at its sole expense and, if judgment is entered or damages are awarded against the City, the County, the BCSO, or any combination of these entities, the City shall satisfy the same, including all chargeable costs and reasonable attorney's fees.

5. Audits and Inspections

The records and documents with respect to all matters covered by this Agreement shall be subject to inspection, review or audit by the County Clerk, BCSO or City during the term of this agreement and three (3) years after termination unless such records are exempt from disclosure under the Idaho Public Records Laws, or other applicable law.

6. Agreement Administration

- a. Agreement Administrators: The City Administrator or his/her designee and the BCSO Ketchum Chief shall serve as agreement administrators to review agreement performance and resolve operational problems or issues hereunder or with regard to law enforcement within the City.
- b. Referral of Unresolved Problems: The City Administrator shall refer any police service operational problem, which cannot be resolved with the BCSO Ketchum Chief to the Blaine County Sheriff. The Sheriff and City Administrator shall meet as necessary to resolve such issues.

7. General Provisions

- a. Police Powers: Nothing contained herein is intended to limit the police powers or other powers of the County, the BCSO or Ketchum. This Agreement shall not be construed to modify or waive any law, ordinance, rule, or regulations of Ketchum or the County, or any subsequent amendment thereof.
- b. Amendment: This Agreement may be revised, amended, or canceled in whole or in part, only by means of a written instrument executed by the parties hereto.
- c. Assignment: Neither this Agreement nor any portion thereof may be assigned by any party hereto without the prior written consent of the other parties.
- d. Default: In the event either party hereto, its successors and assigns, fail to faithfully comply with all the terms and conditions included in this Agreement it shall be in breach of this Agreement. In addition to all other remedies at law or in equity, this Agreement shall be enforceable by specific performance by either party hereto. All remedies shall be cumulative.

- e. Notices: Any and all notices, demands, requests, and other communications required to be given hereunder by either of the parties hereto shall be in writing and be deemed properly served or delivered, if delivered by hand to the party to whose attention it is directed, or when sent, three (3) days after deposit in the U.S. mail, postage prepaid, or upon the sending of a facsimile, followed by a copy sent by U.S. mail as provided herein, addressed as follows:

To City:

City of Ketchum, Idaho  
c/o City Clerk  
P.O. Box 2315  
Ketchum, ID 83340

To BCSO:

Blaine County Sheriff  
1650 Aviation Dr.  
Hailey, Idaho 83333

To County:

Blaine County Board of Commissioners  
206 First Avenue South, Suite 300  
Hailey, ID 83333

or at such other address, or facsimile number, or to such other party which any party entitled to receive notice hereunder designates to the other in writing as provided above.

- f. Entire Agreement/Waiver of Default: The parties agree that this agreement is the complete expression of the terms hereto and any oral or written representations or understandings not incorporated herein are excluded. Both parties recognize that time is of the essence in the performance of the provisions of this agreement. Waiver of any default shall not be deemed to be a waiver of any subsequent default. Waiver or breach of any provision of the agreement shall not be deemed to be waiver of any other or subsequent breach and shall not be construed to be a modification of the terms of the Agreement.
- g. Partial Invalidity: In the event any portion of this Agreement shall be determined by any court of competent jurisdiction to be invalid, void, or otherwise unenforceable, the remaining provisions of this Agreement, or parts hereof, shall remain in full force and effect.
- h. Entire Agreement: This Agreement constitutes the full and complete agreement and understanding between the parties hereto. No representations or Covenants made by either party shall be binding unless contained in this Agreement or subsequent written amendments hereto.
- i. Exhibits: Each of the Exhibits attached to this Agreement is hereby incorporated herein by reference:

Exhibit A: BCSO Staffing Chart  
Exhibit B: BCSO Ketchum Budget



- j. Captions: The captions of this Agreement are inserted only for the purpose of convenient reference and in no way define, limit or prescribe the scope or intent of this Agreement or any part hereof.
- k. No Presumptions: No presumption shall exist in favor or against any party to this Agreement as a result of the drafting and/or preparation of this Agreement.
- l. Recitals Incorporated: The recitals set forth in this Agreement are hereby incorporated herein by reference.
- m. No Third-Party Beneficiaries. This Agreement is not intended, nor shall it be deemed or construed, to create or confer any rights upon third parties.

IN WITNESS WHEREOF, the parties have executed this Agreement effective the date and year first written above.

City of Ketchum, Idaho

By: \_\_\_\_\_  
Neil Bradshaw, Mayor

Attest: \_\_\_\_\_  
Trent Donat, Ketchum City Clerk

Blaine County Sheriff's Office

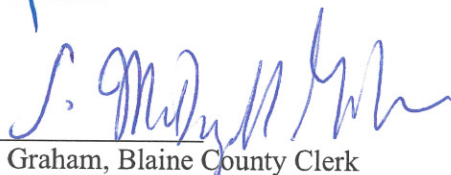
By: \_\_\_\_\_  
Steve M. Harkins, Sheriff

Board of Blaine County Commissioners

By:   
Dick Fosbury, Chairman

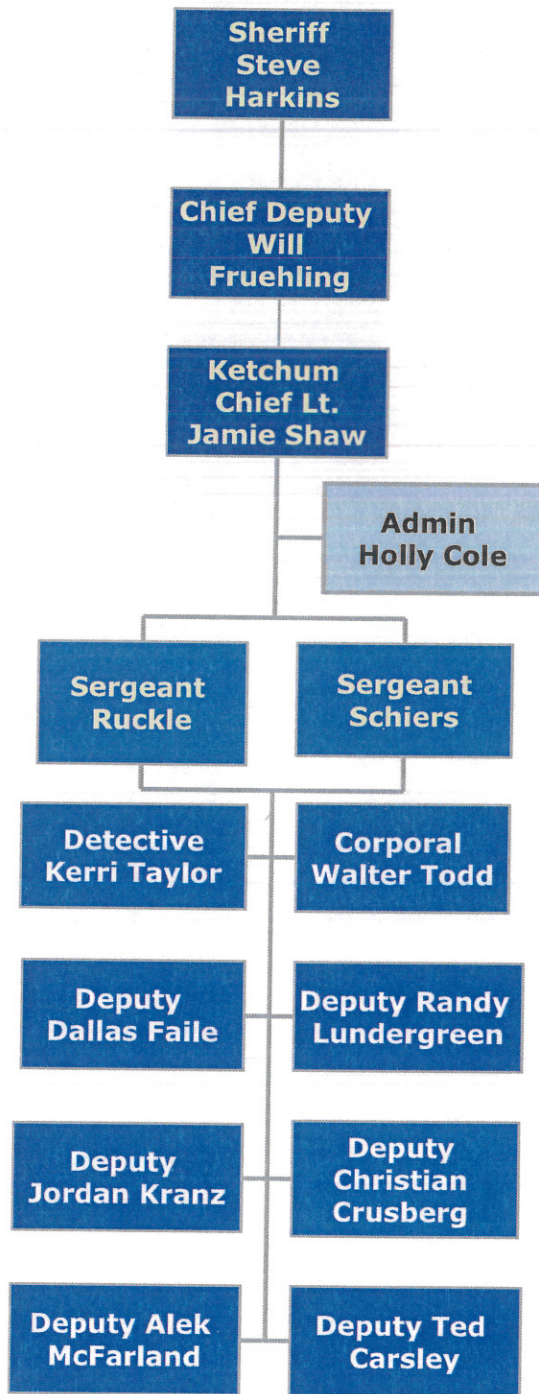
By:   
Angenie McCleary, Vice Chairman

By:   
Muffy Davis, Commissioner

Attest:   
Stephen McDougall Graham, Blaine County Clerk

# Exhibit A

## FY23 Ketchum Patrol Team Organization Chart





**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: 23034**

|   |   |
|---|---|
| <b>To:</b><br>1366<br>BLAINE COUNTY CLERK/RECORDER<br>206 1ST AVE S, STE 200<br>HAILEY ID 83333 | <b>Ship to:</b><br>CITY OF KETCHUM<br>PO BOX 2315<br>KETCHUM ID 83340 |
|---|---|

| P. O. Date | Created By | Requested By | Department     | Req Number | Terms |
|------------|------------|--------------|----------------|------------|-------|
| 11/02/2022 | bancona    | bancona      | Administration | 0          |       |

| Quantity | Description                           | Unit Price   | Total        |
|----------|---------------------------------------|--------------|--------------|
| 1.00     | LAW ENFORCEMENT SERVICES 01-4210-4250 | 1,741,737.00 | 1,741,737.00 |
|          | SHIPPING & HANDLING                   |              | 0.00         |
|          | TOTAL PO AMOUNT                       |              | 1,741,737.0  |

\_\_\_\_\_  
 Authorized Signature



## City of Ketchum

November 7, 2022

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

Mayor Bradshaw and City Councilors:

### **Recommendation to Approve Purchase Order 23033 and Purchase Order 23032 For HVAC Replacement on the 3<sup>rd</sup> Floor of City Hall**

#### **Recommendation and Summary**

Staff is recommending the Council approve Purchase Order 23033 with Thornton Heating and Purchase order 23032 with Irish Electric for HVAC replacement at City Hall, by adopting the following motion:

"I move to approve Purchase Order 23033 for an amount not to exceed \$21,961 with Thornton Heating and Purchase Order 23032 for an amount not to exceed \$4,860 with Irish Electric and authorize the mayor to sign the Purchase Orders."

The reasons for the recommendation are as follows:

- The existing natural gas furnace stopped working and is at the end of its useful life.
- This will be City Hall's first conversion from gas to electric.

#### **Introduction and History**

The City of Ketchum recently moved into a new building. The existing HVAC system was dated and in need of replacement. This HVAC replacement will help the city reach its clean energy goals, as the first conversion from gas to electric.

#### **Financial Impact**

The funding comes from the 01-4193-9930 (Contingency) line item.

#### **Attachments**

- Attachment A: Purchase Order 23033 Thornton Heating
- Attachment B: Purchase Order 23032 Irish Electric
- Attachment C: Thornton Heating Quote
- Attachment D: Irish Electric Quote



**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: 23033**

|   |   |
|---|---|
| <b>To:</b><br>4114<br>THORNTON HEATING<br>& SHEETMETAL INC<br>BOX 242<br>KETCHUM ID 83340 | <b>Ship to:</b><br>CITY OF KETCHUM<br>PO BOX 2315<br>KETCHUM ID 83340 |
|---|---|

| P. O. Date | Created By | Requested By | Department             | Req Number | Terms |
|------------|------------|--------------|------------------------|------------|-------|
| 11/01/2022 | bancona    | bancona      | Facilities Maintenance | 0          |       |

| Quantity | Description                             | Unit Price | Total     |
|----------|---|------------|-----------|
| 1.00     | HVAC UPGRADE- CITY HALL<br>01-4193-9930 | 21,961.00  | 21,961.00 |
|          | SHIPPING & HANDLING                     |            | 0.00      |
|          | TOTAL PO AMOUNT                         |            | 21,961.00 |

\_\_\_\_\_  
 Authorized Signature



**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: 23032**

|  |   |
|--|---|
| <b>To:</b><br>2560<br>IRISH ELECTRIC<br>403 CHESTNUT ST<br>BELLEVUE ID 83313 | <b>Ship to:</b><br>CITY OF KETCHUM<br>PO BOX 2315<br>KETCHUM ID 83340 |
|--|---|

| P. O. Date | Created By | Requested By | Department             | Req Number | Terms |
|------------|------------|--------------|------------------------|------------|-------|
| 11/01/2022 | bancona    | bancona      | Facilities Maintenance | 0          |       |

| Quantity | Description                             | Unit Price | Total    |
|----------|---|------------|----------|
| 1.00     | HVAC UPGRADE- CITY HALL<br>01-4193-9930 | 4,860.00   | 4,860.00 |
|          | SHIPPING & HANDLING                     |            | 0.00     |
|          | TOTAL PO AMOUNT                         |            | 4,860.00 |

\_\_\_\_\_  
 Authorized Signature

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

# Proposal

|            |            |
|------------|------------|
| Date       | Estimate # |
| 10/27/2022 | 2350       |

|  |               |
|--|---------------|
| <b>Name / Address</b>  |               |
| Ketchum City Hall<br>City of Ketchum<br>Box 2315<br>Ketchum, ID, 83340 |               |
| Telephone  | J Stauffacher |

|                  |           |
|------------------|-----------|
| <b>Sales Rep</b> | <b>GC</b> |
| Project          |           |
| 3rd Floor        |           |

| Quantity                                   | Description                               | Cost         | Total       |
|--|---|--------------|-------------|
| 1  | State HVAC permit                         | 390.00       | 390.00      |
| 1  | Demo and discard fee                      | 470.00       | 470.00      |
| 1  | Carrier 16 SEER heat pump with stand      | 9,626.00     | 9,626.00    |
| 1  | Carrier Electric fan coil with heat strip | 6,948.00     | 6,948.00    |
| 1  | Line set flush and installation           | 3,977.00     | 3,977.00    |
| 1  | Crane rental                              | 550.00       | 550.00      |
| *DOES NOT INCLUDE LINE VOLTAGE ELECTRICAL* |   |              |             |
| thorntonheating@hotmail.com                |   | <b>Total</b> | \$21,961.00 |

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

Signature \_\_\_\_\_  
 Date: \_\_\_\_\_

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



ESTIMATE

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

10/31/22

EST# 10922

JOB: CITY HALL 3<sup>RD</sup> FLOOR HEAT CIRCUITS

WORK DESCRIPTION

---

-INSTALL NEW 60 AMP AND 50 AMP CIRCUITS (240 VOLT) FOR NEW HEAT PUMP FROM PANEL F TO EQUIPMENT ROOM

-INSTALL NEW 40 AMP (240 VOLT) CIRCUIT TO NEW DUCT HEATER

INCLUDES BREAKERS, DISCONNECTS, CONDUIT, WIRE, WIRE FOR COMPLETE WORKING SYSTEM

TOTAL ESTIMATE

\$4,860.00

PLEASE LET ME KNOW IF YOU HAVE ANY QUESTIONS,  
THANKS, KEVIN



## City of Ketchum

November 7, 2022

Mayor Bradshaw and City Councilors  
City of Ketchum  
Ketchum, Idaho

Mayor Bradshaw and City Councilors:

### **Recommendation To Approve Task Order #3 with Dixon Consulting for Parking Consulting Services**

#### Recommendation and Summary

Staff is recommending the council approve amending Purchase Order 22082 and authorize task order 3 by adopting the following motion:

**"I move to authorize task order 3 and authorize an expenditure not to exceed \$25,000 for Strategic Parking Consulting Services."**

The reasons for the recommendation are as follows:

- Consultant continues to assist in summarizing/analyzing monthly parking data from LPR system
- Consulting services are necessary to assist with updating Downtown Parking Plan
- Consultant has diverse experience as it pertains to industry best practices with other mountain/resort communities

#### Introduction and History

Dixon Consulting has significant experience with other mountain/resort communities as well as with LPR technologies. Dixon will assist the city through (1) providing guidance on how best to acquire the field data and testing protocol; (2) analyzing the results; and (3) providing policy recommendations resulting in an updated Downtown Parking Plan.

As the downtown core continues to develop, there is an increasing need to implement additional parking best practices (e.g. custom block by block durations, residential parking permit, etc). The cornerstone of any successful public parking system is real time data to inform the best solution. The city has implemented license plate recognition technology data collection and enforcement. This new technology allows for real time data that indicate block by block parking availability, duration, and turnover ratio. This data allows for the city to set block by block maximum amounts that make the most sense based on historical data. The overall goal is to have the proper range of parking availability.

#### Sustainability

There is no direct sustainability impact arising from this action.

#### Financial Impact

Professional Services Funds exist for this contract in the approved FY23 budget within the Administration Department.

#### Attachments

Task Order 3 Scope of Work

## Proposal for Parking Consultant Services (Task Order 3)

To: Jade Riley, City of Ketchum  
From: Dixon Resources Unlimited  
Date: October 24, 2022  
Subject: Parking Consultant Services for the City of Ketchum – Task Order 3

---

### Proposed Scope of Work

Dixon Resources Unlimited (DIXON) is pleased to submit this task order to continue providing parking consultant services to the City of Ketchum (City). Our uniquely qualified firm specializes in supporting municipal parking and mobility programs across the country, consistently proving our ability to identify and implement operations, management, and technology recommendations to transition municipal parking operations to long-term, sustainable programs.

### Task 1. Project Management and General Implementation Support

DIXON will continue to engage City staff throughout the duration of this task order to support a collaborative project management approach. We will also provide general implementation support and coordination as the City transitions to Data Ticket.

#### Task 1. Deliverables

- DIXON will conduct monthly project meetings for the duration of this task order. DIXON will provide a project overview and status during each meeting, highlight problems and corrective measures, and present the next steps.
- DIXON will support the transition to Data Ticket for Citation Management Services (CMS), with a scheduled go-live of January 1, 2023.
- To support the implementation of the Data Ticket CMS system, DIXON will review the City's relevant code, ordinances, and fees related to parking citations and make best practice recommendations for Ketchum.

### Task 2. Downtown Parking Action Plan (Roadmap Outline)

Building from the work previously drafted, DIXON will prepare a Downtown Parking Action Plan (Roadmap Outline) that addresses the City's holistic parking challenges. The Plan will present a series of parking strategies organized by near, medium, and long-term planning horizons, emphasizing on-street parking, off-street parking, and the overall parking operation. Recommendations will be organized by phase with a list of implementation steps, highlighting any required follow-up actions and rough cost ranges.

These recommendations will include the following:

- Policies, regulations, rates, practices, and strategies will be recommended for on-street and off-street parking areas individually and for the integration of these areas within the existing parking system;
- Rate structures will take into consideration long-term capital improvements and best-practice recommendations;
- Enforcement staffing, beats/routes, policies, and technologies that may optimize the enforcement program. Recommendations may include any citation and permit management enhancements and procedural adjustments to support both current and future initiatives;
- Staffing resources needed to support the implementation of recommendations;
- Parking demand management recommendations to maximize the use of existing and future parking supply. Potential phased adjustments to time limits, hours of operation, operating days, and paid parking rate models will be considered to address the City's overall objectives and priorities;
- Employee parking requirements, including considerations for potential permit programs, affordable service worker permits, and other options for the overall management of employee parking;
- General wayfinding recommendations that improve guidance to parking options;
- Ongoing education and outreach strategies to continually solicit stakeholder feedback and ensure that the community is adequately informed and prepared for upcoming and future program adjustments; and,
- Ongoing data collection opportunities that will facilitate future data-driven decisions and improve the transparency of the parking operation.
- DIXON will leverage curb space maps prepared by the City to analyze the on-street parking based on current and future conditions. We will make recommendations regarding on-street zone boundaries, time limits, loading zones, and opportunities to remove parking spaces for alternative uses. DIXON will consider how future development will impact the curb space and review how these changes impact occupancy.

## **Task 2. Deliverables**

- DIXON will prepare a Draft Downtown Parking Action Plan (Roadmap Outline Format) that presents a series of parking strategies broken down by near, medium, and long-term planning horizons. The deliverable will be formatted as a streamlined, succinct report emphasizing the key recommendations.
- DIXON will circulate the draft report for staff comment.
- DIXON will present the Draft Downtown Parking Action Plan to City Council during a City Council meeting or workshop (virtual presentation).
- Based upon input received from the City Council, staff, and through public outreach efforts, DIXON will revise and finalize the Downtown Parking Action Plan for formal acceptance by City Council. This could include a final presentation to City Council (virtual presentation).

### Task 3. Rapid LPR Tool

DIXON will continue to utilize the Rapid LPR Tool to analyze data collected by the City. DIXON's LPR reporting tool provides valuable occupancy and turnover analysis by leveraging existing LPR data.

- Quarterly Reporting (Downtown Core):** For this task order, DIXON will run two (2) quarterly analysis reports to reflect up-to-date parking conditions within designated collection areas, which includes over 120 on-street block faces and three paid surface lots. The Downtown Core has three subareas, and data can be reported by zone in addition to as a whole for the Downtown Core. PDF reports displaying collection dates and various occupancy and turnover tables/charts will be provided to satisfy project and data objectives. Reports can be provided for any requested date range or relevant portion of the data set as needed, with features including detailed occupancy and turnover comparisons, geo-referenced heat maps, sweep reports, and historical summaries by location.

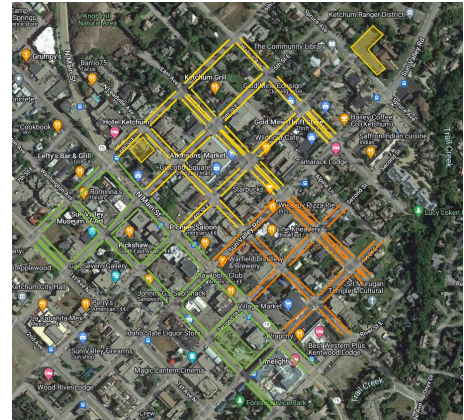


Figure 1: Downtown Core Study Area

### Task 3. Deliverables

- DIXON will coordinate with the City's existing LPR vendor to pull in recently collected LPR data. DIXON will process the LPR data to provide two (2) quarterly PDF reports displaying collection dates, and various occupancy and turnover tables/charts will be provided to satisfy project and data objectives.

### Timeline

| 2022-23  | Oct | Nov | Dec | Jan | Feb |
|--|-----|-----|-----|-----|-----|
| Data Collection (ongoing)                          | █   | █   | █   | █   | █   |
| Project Check-in Meetings                          |     |     |     |     | █   |
| Data Ticket Implementation Support                 | █   | █   | █   | █   | █   |
| Quarterly Report 1                                 |     | █   | █   |     |     |
| Draft Downtown Parking Action Plan Roadmap Outline |     | █   | █   |     |     |
| City Review of Draft Plan                          |     |     | █   |     |     |
| City Council Presentation                          |     |     | █   |     |     |
| Final Downtown Parking Action Plan Roadmap Outline |     |     |     | █   |     |
| City Council Presentation                          |     |     |     | █   |     |
| Quarterly Report 2                                 |     |     |     | █   | █   |

## Cost Proposal

This budget accounts for only the tasks outlined in this specific task order. Additional requests can be accommodated, but this may require a change order based on the specific request. This cost proposal is based upon a Time & Materials (T&M) approach to ensure that the project is managed in the most cost-effective and efficient manner. The budget amounts include all required travel or related expenses, which are based upon GSA standards and will be billed per requirements and guidelines. Our terms are negotiable and adaptable and can be customized based on the City's priorities. The bill rate schedule for each job classification is provided below:

| Classification             | Labor Rate Per Hour |
|----------------------------|---------------------|
| DIXON Principal Consultant | \$225/hour          |
| DIXON Senior Associate     | \$175/hour          |
| DIXON Associate            | \$145/hour          |
| DIXON Junior Associate     | \$105/hour          |

| Description                  | Not to Exceed |
|------------------------------|---------------|
| Task Order Three (Tasks 1-3) | \$25,000      |



City of Ketchum  
P.O. Box 2315 | 191 5<sup>th</sup> St. West | Ketchum, ID 83340

November 7, 2022

Mayor Bradshaw and City Councilors  
City of Ketchum  
Ketchum, Idaho

Mayor Bradshaw and City Councilors:

### **2023 Ketchum Arts Commission Meeting Dates**

#### Recommendation and Summary

Staff recommends that the City Council approve Resolution Number 22-032 setting the 2023 regular meeting dates of the Ketchum Arts Commission and authorizing the Mayor to sign said resolution.

“I move to approve Resolution Number 22-032.”

The reason for the recommendation is as follows:

- Each year the City Council passes a resolution setting the dates for the regular Ketchum Arts Commission meetings.

#### Financial Impact

There is no financial impact.

RESOLUTION NUMBER 22-032

A RESOLUTION OF THE KETCHUM ARTS COMMISSION OF THE CITY OF KETCHUM, IDAHO ESTABLISHING THE DATES FOR ALL REGULAR ARTS COMMISSION MEETINGS FOR 2023

WHEREAS, the regular meetings of the KETCHUM ARTS COMMISSION shall be held on the third Thursday of each month at 12:00pm at Ketchum City Hall; and

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

WHEREAS, the Ketchum Arts Commission has determined that listing all regular meetings being held in 2023 would be beneficial to the residents of and visitors to the City of Ketchum.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF KETCHUM that the meetings of the Ketchum Arts Commission for 2023 are as follows:

|                              |
|------------------------------|
| Thursday, January 19, 2023   |
| Thursday, February 16, 2023  |
| Thursday, March 16, 2023     |
| Thursday, April 20, 2023     |
| Thursday, May 18, 2023       |
| Thursday, June 15, 2023      |
| Thursday, September 21, 2023 |
| Thursday, October 19, 2023   |
| Thursday, November 16, 2023  |

This resolution will be in full force and effect upon its adoption this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

CITY OF KETCHUM, IDAHO

\_\_\_\_\_  
Neil Bradshaw  
Mayor

ATTEST:

\_\_\_\_\_  
Trent Donat  
City Clerk





## City of Ketchum

November 7, 2022

Mayor Bradshaw and City Councilors  
City of Ketchum  
Ketchum, Idaho

Mayor Bradshaw and City Councilors:

### **Recommendation to Approve Purchase Order 23029 for \$5,850 for Purchase of Tracks from ATVTracks.net**

#### Recommendation and Summary

Staff is recommending the Council adopt the following Resolution:

**"I move to approve Purchase Order 23029 in the amount of \$5,850 to ATVTracks.net and authorize the Mayor to sign said order."**

The reasons for the recommendation are as follows:

- The Fire Department has placed a new off road, side-by-side vehicle in service for rescue of injured persons in the backcountry using grant funding.

#### Introduction and History

The Fire Department received a grant from the Wood River Women's Foundation for a side-by-side. This side-by-side was placed in service in the summer and has been used to rescue several injured persons. During the winter, we frequently respond to injured persons as well as victims of avalanches. These tracks convert the side-by-side into an over-the-snow vehicle, capable of reaching many of these injuries. Multiple vendors were contacted to determine price and availability. The best pricing was obtained from ATVTracks.net, out of Spokane WA. Locally, tracks were more expensive and had long lead times for ordering.

#### Sustainability Impact

No impact.

#### Financial Impact

Funds are budgeted in the Rescue Capital account.

#### Attachments

Purchase Order 23029



**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: 23029**

|  |   |
|--|---|
| <b>To:</b><br>5919<br>ATVTRACKS.NET<br>11617 E TRENT AVE<br>SPOKANE WA 99206 | <b>Ship to:</b><br>CITY OF KETCHUM<br>PO BOX 2315<br>KETCHUM ID 83340 |
|--|---|

| P. O. Date | Created By | Requested By | Department    | Req Number | Terms |
|------------|------------|--------------|---------------|------------|-------|
| 10/28/2022 | bancona    | bancona      | Fire & Rescue | 0          |       |

| Quantity            | Description               | Unit Price | Total    |
|---------------------|---------------------------|------------|----------|
| 1.00                | ATV TRACK<br>03-4230-7125 | 5,850.00   | 5,850.00 |
| SHIPPING & HANDLING |                           |            | 0.00     |
| TOTAL PO AMOUNT     |                           |            | 5,850.00 |

\_\_\_\_\_  
 Authorized Signature



## City of Ketchum

November 7, 2022

Mayor Bradshaw and City Councilors  
City of Ketchum  
Ketchum, Idaho

Mayor Bradshaw and City Councilors:

### **Recommendation to Hold Public Hearing and Approve Resolution 22-035 to Amend Multi-Family Water Rate Methodology**

#### Recommendation and Summary

Staff is recommending the Council hold a public hearing and approve Resolution 22-035 using the following motion:

**"I move to approve Resolution 22-035 to amend Multi-Family Water Rate Methodology."**

The reason for the recommendation is as follows:

- Current methodology is not consistent and fair with single family methodology
- The new methodology will ensure rate payer consistency and awareness of total domestic water utilization during irrigation season.

#### Introduction and History

Staff recently discovered that the current formula for multi-family units was not consistent with the billing approach for single family. Currently, multi-family units' water utilization is divided by the number of units. The "base rate" is then applied to determine the cost of water per unit. The new proposed methodology is to be calculated by factoring the "usage rate" plus "base rates" without dividing by the number of unit. This approach ensures rate payers are more likely to monitor their use of domestic water for irrigation purposes.

#### Sustainability Impact

The new approach will highlight to rate payers the true cost of irrigation water utilization.

#### Financial Impact

Changing this approach should increase water revenues but has not been specifically modeled.

#### Attachments

Resolution 22-035

CITY OF KETCHUM  
RESOLUTION NO. 22-035

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KETCHUM, BLAINE COUNTY, STATE OF IDAHO, MAKING CERTAIN FINDINGS AND APPROVING AN UPDATE AND ADJUSTMENT TO THE RATE METHODOLOGY FOR MULTI-LIVING UNITS, DIRECTING THE WATER DEPARTMENT AND CITY CLERK; AND PROVIDING AN EFFECTIVE DATE.

BE IT RESOLVED by the City Council of the City of Ketchum, Blaine County, State of Idaho:

**Section 1. Findings**

- A. The City of Ketchum Water Department is proposing and recommending to alter the rate methodology for multi-living units.
- B. Currently multi-living units' water usage is divided by the number of units. The "base rate" structure is then applied to determine the cost of water per unit.
- C. The new proposed methodology is to be calculated by factoring the "usage rate" plus "base charge" without dividing by the number of units. This proposal will align with the current, single-family residential rate structure. This approach ensures rate payers are more likely to monitor their use of domestic water for irrigation purposes.

**Section 2. Authorizing/Adopting**

- 1. The City Council does hereby approve and adopt the staff recommended update and amendment to multi-unit rate methodology and calculation as set forth in Finding C above.
- 2. The Water Department is authorized and directed to administratively update rate charts, user communications, and department policy documents as may be needed to reflect this adjustment to methodology and calculation.

**Section 3. Directing the City Clerk**

The City Clerk is hereby directed to file this Resolution forthwith in the official records of this City.

**Section 4. Effective Date**

This resolution shall be in full force and effect upon its passage.

APPROVED by the Council of the City of Ketchum this \_\_\_\_ day of November, 2022.

\_\_\_\_\_  
Neil Bradshaw, Mayor

ATTEST

\_\_\_\_\_  
Trent Donat, City Clerk