



**CITY OF KETCHUM, IDAHO**

**CITY COUNCIL MEETING**

Monday, May 01, 2023, 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/84376690917>  
Webinar ID: 843 7669 0917
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 comments submitted
2. Mental Health Awareness Month - Mayor Neil Bradshaw

**CONSENT AGENDA:**

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

3. Recommendation to approve minutes of April 17, 2023 - City Clerk Trent Donat
4. Authorization and approval of the payroll register – Treasurer Shellie Gallagher
5. Authorization and approval of the disbursement of funds from the City's treasury for the payment of bills – Treasurer Shellie Gallagher

- [6.](#) Recommendation to approve construction contract/Purchase Order 23095 with Canyon Excavation LLC for 4th Street Heritage Corridor Repairs - City Engineer Sherri Newland
- [7.](#) Recommendation to approve Purchase Order 23091 with Lily and Fern LLC for city flowers and flower bed maintenance - Facilities Maintenance Supervisor Juerg Stauffacher
- [8.](#) Recommendation to approve Master Services Agreement 22851 with HDR Engineering, Inc. and Purchase Order 23090 for Task Order #01 to the agreement for a not to exceed amount of \$250,340 - Wastewater Division Supervisor Mick Mummert
- [9.](#) Recommendation to approve Purchase Order 23093 for two Dodge Durango Pursuit AWD vehicles and Purchase Order 23094 for police upfitting package - Chief of Police Jamie Shaw

**NEW BUSINESS:**

10. Housing Update - Housing Director Carissa Connelly
- [11.](#) Recommendation to approve Ketchum Housing Preference Policy - Housing Director Carissa Connelly

**ADJOURNMENT:**

**From:** [Neil Bradshaw](#)  
**To:** [Jade Riley](#); [Lisa Encourato](#); [AllCouncil](#)  
**Subject:** Fwd: City of Ketchum | Word on the Street  
**Date:** Saturday, April 22, 2023 11:12:39 PM

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FYI  
Additional comments by Keith and my response

**NEIL BRADSHAW | CITY OF KETCHUM**  
**Mayor**  
P.O. Box 2315 | 191 5th Street, W | Ketchum, ID 83340  
o: 208.727.5087 | m: 208.721.2162  
[nbradshaw@ketchumidaho.org](mailto:nbradshaw@ketchumidaho.org) | [www.ketchumidaho.org](http://www.ketchumidaho.org)

Begin forwarded message:

**From:** Neil Bradshaw <[NBradshaw@ketchumidaho.org](mailto:NBradshaw@ketchumidaho.org)>  
**Date:** April 22, 2023 at 11:09:41 PM MDT  
**To:** [ckgrisham@sbcglobal.net](mailto:ckgrisham@sbcglobal.net)  
**Subject:** Re: City of Ketchum | Word on the Street

I work for the voters  
The voters overwhelmingly support policies in support of affordable/workforce housing.  
Nobody will be elected in this town that does not have this issue high on their lists of priorities.  
We may move in different circles, but I am constantly encouraged by many residents in our town on the actions we have taken to address this and many other issues.  
I am humbled by the support I receive during wagons days and trailing of the sheep and thankful for all the goodness I see in our community. Not everyone agrees with the council supported policies but most realize we are tackling a difficult problem and are appreciative and respectful when we interact. For that I am truly grateful.  
Cheers  
Neil

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**Mayor**  
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On Apr 22, 2023, at 9:46 PM, [ckgrisham@sbcglobal.net](mailto:ckgrisham@sbcglobal.net) wrote:

P.S.- To hear the 3 to 1 data, refer back to the recordings of the town hall meetings. Not that you really have an interest in hearing that data again. You didn't listen the first time. Additionally, a mayor able to garner only 31% of the vote should justly be placed in a runoff. No one garnering less than a third of the vote of a community should be permitted to run roughshod over said community. You should at least be required to garner 50% of the vote. As I have stated in prior emails, you struggled to obtain 31% of those able to vote who took the time to vote. If all taxpayers could vote, you and your socialist agenda would have been run out of town long ago.

You likely did not notice this as you rode down the street during the trailing of the sheep. Did you happen to notice the lack of cheering as they introduced you? The volume and enthusiasm of the cheers for the other participants was substantial. That, for you, in contrast, could be described as terribly anemic, at best. You are a remarkably unpopular mayor. Not just in our town but around the area. It doesn't seem to matter if I am speaking to a business owner, fishing guide or a rancher; they all share the same dislike of you and your policies. Some express it in more colorful language and with greater fortitude than others but the feelings are the same. Utter disdain.

"Cheers"

Sent from my iPhone

On Apr 22, 2023, at 22:24, [ckgrisham@sbcglobal.net](mailto:ckgrisham@sbcglobal.net) wrote:

Neil

As usual, you fail to differentiate between residents who can vote and resident taxpayers who are not permitted to vote. As I have previously reminded you in prior discourse, it was you who so joyously informed me of our having taxation without representation. You really seemed to get a kick out of that. Someone such as yourself, not being from the United States, is likely more easily able to find that entertaining than a native. I for one, did not find it amusing. As I have stated many times, it is the TAXPAYER you ignore not the voter. I have spoken to several business owners in Ketchum that have told me that once you learned they lived in Sun Valley that you could not have been less interested in them or their opinion.

As far as encouraging participation, please refer to my last email.

Although as merely a taxpayer, I am not able to vote; I can assure you, that if I were retired, I would pour myself into initiatives to drive socialist cancers such as yourself out of office. At this point in my life I am still working to pay taxes for people like you to use to destroy the cities and communities I love. Over this, at the moment, I have little input. If we are unfortunate enough for you to still be doing damage to our community when I have retired, I can assure you, I will donate everything I am able in time, resources and energy to participate in that process to remove you and those inclined toward similar destructive actions. I will fight for the taxpayer whose money you utilize to fund policies we oppose.

May your current term be your last.

Regards,

Keith

Sent from my iPhone

On Apr 22, 2023, at 18:47, Neil Bradshaw <nbradshaw@ketchumidaho.org> wrote:

Thanks for your email Keith  
I question the accuracy of 3-1 data but I am open to receiving the information behind such a claim.  
I never "granted" any right to have an opinion to anyone, I just "welcomed" different points of view (please see my original email to you). I can neither grant or deny any opinion - quite the contrary, I encourage participation.  
Frankly I am delighted by the community response to Bluebird and other housing initiatives that we have undertaken.  
While we did not get the 60% approval necessary to raise the LOT last year, we did get 56% support for that initiative.  
As with any government structure there are checks and balances in place to ensure that the will of the people is reflected in any decision. The council are elected by the Ketchum residents and representative them on any policy direction. Before any action is taken the council have to vote for the policy, and the action taken, and the spending of any city funds.  
They represent the community and they have supported actions in support of workforce housing. If the public are not happy with the decisions of the council (and myself) there are elections to help shape the direction of our town. I would encourage you to participate in the election process.  
Thanks again for your email. It will be shared with the council and put in the public record.  
I remain open to meeting up at your convenience if you so wish.  
Cheers  
Neil

**NEIL BRADSHAW | CITY OF KETCHUM**  
Mayor  
P.O. Box 2315 | 191 5th Street, W | Ketchum, ID 83340  
o: 208.727.5087 | m: 208.721.2162  
[nbradshaw@ketchumidaho.org](mailto:nbradshaw@ketchumidaho.org) | [www.ketchumidaho.org](http://www.ketchumidaho.org)

On Apr 22, 2023, at 1:30 PM, ckgrisham@sbcglobal.net wrote:

Neil

Your, "assurance" aside, the fact of the matter is that what you state is simply not true; by a margin of more than 3 to 1, the TAXPAYER is vehemently opposed to your vision on and approach to housing in our town. Whether it be email, snail mail or commentary at meetings with taxpayer participation, the feedback you received was overwhelmingly negative. As an example, one of the early town halls on the Bluebird project, one of the participants shared the data point that more than 78% of the feedback you received was negative and voiced opposition. You do not really care about the desires of the taxpayer, however. My belief is that you feign interest for two reasons. One, to some degree your office requires that the public be notified and have the opportunity to participate in the decisions made in their town. But mostly, I believe it is the second reason that is most likely for your actions in this regard. That is to hear what the opposition has to say so you can better prepare yourself and your team to counter them. One might claim this is simply smart politics. Even if that were to be true, it would not make it any less disingenuous or distasteful.

As far as civility, I can think of few things less civil than a public servant that has a blatant disregard for the wishes of the taxpayer. One of the major concerns regarding the Bluebird project was the obvious lack of parking. So you hire a firm (that most certainly knows the desired outcome of their employer) to perform a severely flawed study that concludes that there exists no issue with parking as it pertains to the Bluebird project. And then, quite recently send out a public notice regarding a discussion over how to contend with the parking problem downtown. So frustratingly typical.

Thank you for granting me the right to have a, "different point of view." How refreshing to see your hubris has not yet deluded you into thinking you were in a position to prevent opposing points of view, even if you pay them no attention.

Respectfully and with the warmest regards,

Concerned taxpayer Keith

Sent from my iPhone

On Dec 5, 2022, at 14:48, Neil Bradshaw <nbradshaw@ketchumidaho.org> wrote:

Thanks for you email Keith  
It will be put in the public record for council consideration  
I can assure that a majority of our voters are supportive of our efforts to address the lack of affordable housing in our town.  
You are absolutely welcome to have a different point of view but I hope we can agree to have civil and respectful discourse on this, and other, topics of interest to you.  
Cheers  
Neil

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Mayor  
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**From:** [ckgrisham@sbcglobal.net](mailto:ckgrisham@sbcglobal.net) <[ckgrisham@sbcglobal.net](mailto:ckgrisham@sbcglobal.net)>

**Sent:** Friday, December 2, 2022 5:46 AM

**To:** Participate <[participate@ketchumidaho.org](mailto:participate@ketchumidaho.org)>

**Subject:** Re: City of Ketchum | Word on the Street

You are destroying our city. You receive 31 % of the vote of those that can, (not 31% of taxpayers as if they could vote you would be run out of town) and you continue to push your destructive policies as if you had a mandate. This entire email is about creating more and more low income housing that, once created, can never be undone. You are a cancer. You are a self-absorbed monster and I do not know how you sleep at night. You steal from the taxpayer by taking the funds we provide to the community and force extraordinarily unpopular destructive policies into our neighborhoods that are destroying our community. We must create a coalition to debulk the tumor of Neil Bradshaw from our community. Not only have we been able to find a single person outside of your cronies that supports your policies, we have not been able to find a single person to say anything positive about you or that they even like you. How are you able to continue to metastasize your destructive policies into our community. I so look forward to the day you are no longer a part of it. Please go back from where you were spawned.

Sent from my iPhone

On Dec 1, 2022, at 21:46, City of Ketchum <[participate@ketchumidaho.org](mailto:participate@ketchumidaho.org)> wrote:

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<~WRD0004.jpg>

*December 1, 2022*

*Issue No. 116*

## THE MAYOR'S MISSIVE

### **Holiday lights, Santa and songs**

We will be turning on our holiday lighting at 4.30pm on Wednesday, Dec. 7, at Town Square. This is another chance to connect as a community, sip some cocoa and share stories of the epic snowfall that has welcomed in this ski season.

<image001.jpg>Please note that a little elf whispered in my ear that it might be a good idea to show up if you have any letters for Santa. Remember, we have a Dark Sky Ordinance - please remember to turn off your holiday lights by 10:30 every evening. We like the festive lights in our town, but we love the brilliant stars too. We can do both with an automatic timer or two.

**Temporary housing under consideration**

At Monday's meeting, Council will consider the purchase of a few pre-owned park units (similar to an RV) to rent to those in need of transitional housing. This investment will address a short-term need until permanent housing can be found. Initially, these park units could be placed in the Meadows RV park before being moved to the city-owned lot on Lewis Street. Council will consider whether they want to purchase the units now or wait until the spring when they can be placed on rent-free land. Council will also receive an update on our other ongoing housing initiatives.

**'Tis the season to support our local businesses**

Some facts for your consideration: Small businesses earn 25% of their annual earnings in the 4 weeks leading up to Christmas. Also note that 68 cents on the dollar stays in the community (for small retailers) versus 14 cents (for mega retailers). I encourage you to support our local retailers and to keep those shipments from out of town to a minimum.

Let it snow!

**Cheers,**

**Neil**

## THINGS TO KNOW

### WARM SPRINGS PRESERVE SURVEY

Let us know if we're on the right track with Warm Springs Preserve by [sharing your feedback here](#).

### OUR KIND OF FLEX

The City earned a \$1,100 incentive check from the Idaho Power Flex Peak Program by reducing energy use during high use times.

### THERE'S NO BUSINESS LIKE SNOW BUSINESS

Reminder that homes and businesses are responsible for clearing snow from sidewalks next to their property on the same day as cessation of any fall of snow, sleet, or freezing rain or within the first six hours of daylight after the cessation, whichever period is longer.

### WILDLIFE WISE - WINTERIZE!

The state of your yard and property has potential life-saving effects on wildlife. [View this winterizing checklist](#) from Idaho Fish and Game for helpful instruction on the small things that make a big impact for wintering game.

### FREEZE!

'Tis the season for cheer, joy, and bursting pipes! If you are leaving your home for an extended period, ensure that your thermostat is set no lower than 55 degrees, open your cabinets around your sink, and when temps dip below zero, consider allowing a drip of water to flow from faucets served by exposed pipes.

## <image002.jpg> KETCHUM HOUSING MATTERS

### CREATE AND PRESERVE HOUSING (GOAL 1)

- **KURA selects developer for 1st and Washington, mixed-income housing:** The KURA selected the development team of Wood River Community Housing Trust/deChase Miksis to move forward with a project at the KURA-owned site at 1st and Washington. For more information about the project process and Wood River Community Housing Trust/deChase

Miksis' proposal that will now be negotiated [click here](#).

- **Lease to Locals incentivizes 21 long-term renters:** The Lease to Locals program in Ketchum is off to a great start! In its first two months, 10 homes (18 bedrooms) were converted from vacant/seasonal/short-term rentals to long-term rentals for locals. Payment to homeowners incentivized housing 21 tenants - \$32,500 committed + \$21,500 for applications under review. An additional 9 property owners are in progress of finding tenants and completing applications. Are you an interested homeowner or renter? [Click here](#) if you're an owner, and [here](#) if you're a renter.
- **Temporary housing under consideration:** Council will consider the purchase of a few pre-owned park units (similar to an RV) to rent to those in need of transitional housing. This investment will address a short-term need until permanent housing can be found. Initially these park units could be placed in the Meadows RV park before being moved to the city-owned lot on Lewis Street. Council will consider whether they want to purchase the units now or wait until the spring when they can be placed on rent-free land. Council will also receive an update on our other ongoing housing initiatives.
- **Opportunity for Accessory Dwelling Units (ADUs) and how-to guide in the works:** Staff are developing a how-to-guide/FAQ and mapping areas that allow ADUs in Ketchum. Looking ahead, staff will then identify incentives and process improvements to encourage greater production and occupancy of ADUs.
- **Ownership + Preservation program under development:** Staff are researching and developing a deed-restriction purchase program that could be piloted to assist locals with homeownership and with preservation of existing housing stock that serves the community. Initial concepts for this program will be presented to Council in early 2023.

### HOUSING STABILITY (GOAL 3)

#### **Blaine County Housing Authority (BCHA) updates policies, processes, and compliance efforts:**

- Staff are working with the Housing Authority to improve their Community Policies (formerly Community Guidelines).
- A city-funded compliance audit of BCHA's homeownership and rental units has resulted in the sale of 4 homes with sale prices ranging from \$153,000 to \$250,000 to qualified buyers and new rental possibilities for local residents.
- BCHA is improving its application with the aim to make it easier to use.

**Housing navigation system under development:** A County-funded BCHA contract resulted in recommendations for helping residents better find and access housing and supportive services. Agnew:Beck and City staff assisted the BCHA, service partners and property managers map community resources and develop recommendations. The following recommendations are already in process:

1. *Creation of a resource guide for community partners and the public, which includes housing resources as well as a range of other services that affect a person's quality of life and ability to obtain and stay in housing.*
2. *Creation of a housing resource map – next steps are to develop a cheat sheet on how to apply and training case workers on it's use.*
3. *Identify and implement emergency and transitional housing.*
4. *Improve public/property management communication and education on needs: The Housing Mediation Project setup a free training on Idaho eviction law led by attorney Gary L. Neal. Gary shared his extensive knowledge of the components and complexities of landlord-tenant laws in Idaho. He has been practicing real estate law for more than 20 years.*

**Landlord-Tenant Mediation program launched:** Blaine County and the City of Ketchum are co-funding the Housing Mediation Project, a free mediation program that provides Blaine County landlords and tenants with an avenue for resolving housing-related issues without filing an eviction with the court. It is the first pre-court eviction mediation program in Idaho and is available to landlords considering filing for eviction and tenants facing eviction. Landlords can receive late and no rent payments, save time, remedy property issues, and avoid legal and court fees associated with filing an eviction. Tenants can avoid an eviction filing on their permanent public record (which can make it extremely difficult to access new housing), maintain stable housing, and reduce disruption if a move is unavoidable. [Learn more here](#).

Email: [housing@neuromediationgroup.com](mailto:housing@neuromediationgroup.com)

Call: (208) 314-1330

### HOUSING STABILITY (GOAL 4)

**Want to donate to housing in Blaine County?** Want to support housing efforts in Blaine County with a tax-deductible donation?

- Ketchum's developments and programs: Select one of the donation options on the right-hand side of the [Housing Matters page](#), where it says Donate to the Housing Trust.
- [Blaine County Charitable Fund](#): Provides gap funding for housing and other emergency assistance to households making up to 140% of the area median income.
- [Wood River Community Housing Trust](#): Acquires and develops affordable middle-income workforce rental housing. Donate by mailing a check to WRCHT, PO Box 7840, Ketchum ID 83340 or contact Tim Wolff at [tim@wrcht.org](mailto:tim@wrcht.org).
- [Spur Community Foundation](#): Receiving donations for firefighters and paramedics at the Greenhorn Fire Station (description of effort [here](#)) and their Community Housing Fund that will fund all types of viable and effective housing initiatives happening in the valley.
- [The Advocates](#): Provides emergency and transitional housing to survivors of domestic violence.
- [ARCH Community Housing Trust](#): Seeking funds to develop permanent housing for households earning above federal thresholds (over 80% area median income).

**Recurrent Funding with Local Option Tax under review:** City staff are working on a May ballot proposal for recurring, reliable housing funds. Community members and business leaders have generously donated their time and brainpower to focus groups on this topic. Participants so far are most supportive of asking for housing to be an allowable use of the Local Option Tax and aligning the ballot with the LOT for Air potential renewal, with a portion going to housing and a portion remaining for Air Service. Their feedback has been, and will continue to be, invaluable. If you'd like to participate, please email [aswindley@ketchumidaho.org](mailto:aswindley@ketchumidaho.org). Staff will report to City Council on potential options for a May ballot December 19 or January 3.

#### HOUSING STABILITY (GOAL 5)

- Staff facilitated a conversation with other governments in Blaine County on housing, which included an update and requests from social service providers regarding the challenges of the unhoused and unsheltered in Blaine County.
- Blaine County, Sun Valley, Hailey, and Ketchum are meeting to determine the best model for countywide coordination and implementation of BCHA's [Strategic Plan](#) (which aligns with Ketchum's Housing Action Plan). Under consideration is restructuring the BCHA.

## WHAT'S GOING ON

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#### LET'S LIGHT THIS PLACE UP

See you in **Town Square on Wednesday, Dec. 7, at 4:30 p.m.** for our holiday lighting. There will be a mail box direct to Santa, Christmas Carols courtesy of Colla Voce, Santa on the firetruck, and of course, cookies and hot cocoa.

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#### FLUX LINES A GO-GO!

The Beacon Park at Atkinson Park is open! Check it out to practice your backcountry snow safety.

Bring your own beacons, shovels and probes to find buried transmitters and targets that can be set up for single or multiple buried scenarios.

The Beacon Park is free and open to the public. See you



on the outfield 7 days a week from 9 a.m. to 6 p.m. all winter long!

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#### THE POND HOCKEY CLASSIC

... returns to Christina Potters Outdoor Ice Rink on January 14 and 15! Registration opens this Friday, Dec. 2 - 8 players per team, \$100 per team to enter, open to ages 18+. Register online at [ketchumidaho.org/registration](http://ketchumidaho.org/registration) or contact John Kearney in the rec department: [jkearney@ketchumidaho.org](mailto:jkearney@ketchumidaho.org), 726-7820 ext. 100.

<~WRD0004.jpg>

#### HAVE AN ICE DAY

Work has commenced to build the Christina Potters Outdoor Ice Rink at Atkinson Park. Weather permitting, we should be up and skating by mid-December.

<~WRD0004.jpg>

#### PLAN AHEAD

When you are ready to dispose of your bows and stumps please do so at Rotary Park.

## POLITICALLY ACTIVE

### THE NEXT CITY COUNCIL MEETING IS:

Monday, December 5, 2022 | 4:00pm

{ [Here's what's on the agenda](#) }

**WAYS TO CONNECT**  
Join us at City Hall, 191 Fifth Street West.

Join us via [Zoom](#)  
Webinar ID: 864 2547 7219  
Submit your comments in writing to [participate@ketchumidaho.org](mailto:participate@ketchumidaho.org) (no later than NOON on the day of the meeting).

**FIRST | PUBLIC HEARING**

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*(we don't need to hear from you this week)*

**NEXT | NEW BUSINESS**

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*(no comments here folks)*

**Item 13.** First Reading of Ordinance to Amend Building Sewers and Service Connections

**Item 14.** [Recommendation to Receive and File FY22 Audited Financial Statement](#)

**Item 15.** Review of Final Reports of Warm Springs Road and Main Street Transportation Improvements

**Item 16.** Housing Update and Consider Purchase of Park Units

**Item 17.** Review of Proposed High Priority Sidewalks

# KEEP IN TOUCH

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SUBSCRIBE TO WORD ON THE STREET

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City of Ketchum

PO Box 2315 | Ketchum, Idaho | 83340  
208.726.3841 | [www.ketchumidaho.org](http://www.ketchumidaho.org)

Word on the Street is produced in collaboration with  
Altitude Media & Linework Creative

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Want to change how you receive these emails?  
You can [update your preferences](#) or [unsubscribe from this list](#).

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**From:** [Maya JB Burrell](mailto:Maya.JB.Burrell)  
**To:** [blm\\_id\\_stateoffice@blm.gov](mailto:blm_id_stateoffice@blm.gov); [BLM\\_ID\\_LavaRidge@blm.gov](mailto:BLM_ID_LavaRidge@blm.gov); [BLM\\_ID\\_ShoshoneOffice@blm.gov](mailto:BLM_ID_ShoshoneOffice@blm.gov); [bstgeorg@blm.gov](mailto:bstgeorg@blm.gov); [ndouglas@blm.gov](mailto:ndouglas@blm.gov); [theinlei@blm.gov](mailto:theinlei@blm.gov); [Participate](#); [a\\_mccleary](#)  
**Subject:** Re: PUBLIC COMMENT for Lava Ridge Wind Project  
**Date:** Wednesday, April 19, 2023 12:44:02 PM

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Dear BLM,

I can't figure out what you are doing here with this project. It is obvious to those of us who live in this area of impact that the Lava Ridge Wind Project is an abomination for the State of Idaho. As you have already determined in your analysis, this project doesn't benefit Idahoans with cheaper energy or long-term jobs. There is no debate over the fact that these giant inefficient wind turbines will decimate our animal populations in that area, which includes antelope migration corridors, endangered sage grouse leks, bats and birds of prey. I thought it was the job of BLM to protect our state's incredible natural resources and wildlife populations. How do you square this project with your mission?

Of course we know this project will be fought in courts for years to come. The weird thing about that is there is so much innovation happening in the wind turbine industry that the turbines proposed for Lava Ridge will be obsolete by the time these court cases will be decided. Let's not waste our tax dollars on this fiasco. Witness the devastating whale mortality caused by the offshore wind project in New Jersey. If you get yourself on the wrong side of this fight, you will ultimately find environmentalists, conservatives and fossil fuel energy producers aligned against you; exactly as what we see is happening in New Jersey.

What is your plan exactly; to support New York developers in order to provide more expensive and environmentally destructive electricity to California? You want to force Idahoans to suffer with this permanent scar across the southern lands of our state in order to support New York and California? If this is your position, then perhaps you should explore changing your own 'positions' and applying for transfers so you can best serve those states' special interests. It is understandable that the financiers and city folk from those states look at Lava Ridge as a wasteland. They see a big empty space on a map and want to make a buck. Idahoans however know the truth. We value the beauty and natural resources of Idaho. You need to do the same. Don't fight us. Fight them. Idaho's big empty spaces on a map are filled with treasures. It's your job to protect Idaho. Do not sell us out!

The issue of protecting Idaho's Public Lands is becoming even more important by the fact we are seeing a massive increase of human population coming to our state. Increased population will be exacerbating pressures on our wild spaces and natural resources. The Lava Ridge construction is bad for Idaho and will have long lasting, irreversible effects. Stop this boondoggle in it's tracks.

Maya Burrell  
Ketchum, Idaho

Bureau of Land Management, Department of Interior Addresses:

**Kasey Prestwich, Project Manager:**

**[BLM\\_ID\\_LavaRidge@blm.gov](mailto:BLM_ID_LavaRidge@blm.gov)**

**Lava Ridge Wind Project EIS**

**BLM Shoshone Field Office**

**400 West F Street**

**Shoshone, ID 83352**

**Karen Kelleher**

**Idaho State Office of the BLM**

**Department of the Interior**

**1387 Vinnell Way**

**Boise, ID 83709**

**208-373-4000**

**<https://www.blm.gov/office/idaho-state-office>**

**[blm\\_id\\_stateoffice@blm.gov](mailto:blm_id_stateoffice@blm.gov)**

**Mike Courtney BLM Director**

**Department of the Interior**

**Twin Falls District Office**

**2878 Addison Avenue East**

**Twin Falls, ID 83301**

**(208) 735-2060**

**<https://www.blm.gov/office/twin-falls-district-office>**

**Shoshone BLM Office**

**Lisa Cresswell**

**Acting Field Manager**

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Maya JB Burrell

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**From:** [denisedecoster@aol.com](mailto:denisedecoster@aol.com)  
**To:** [blm\\_id\\_stateoffice@blm.gov](mailto:blm_id_stateoffice@blm.gov); [BLM\\_ID\\_LavaRidge@blm.gov](mailto:BLM_ID_LavaRidge@blm.gov); [BLM\\_ID\\_ShoshoneOffice@blm.gov](mailto:BLM_ID_ShoshoneOffice@blm.gov);  
[bstgeorg@blm.gov](mailto:bstgeorg@blm.gov); [ndouglas@blm.gov](mailto:ndouglas@blm.gov); [theinlei@blm.gov](mailto:theinlei@blm.gov); [Participate](#); [amccleary@co.blaine.id.us](mailto:amccleary@co.blaine.id.us)  
**Subject:** Lava Ridge Public Comment  
**Date:** Wednesday, April 19, 2023 2:55:45 PM

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Dear Public Servants,

I oppose Lava Ridge Wind Project. I believe the sage sea and untracked lands near Twin Falls should not developed for the benefit of out of staters.

Denise DeCoster  
137 Sioux Drive  
Hailey, ID 83333

**From:** [Kerrin McCall](#)  
**To:** [Participate](#)  
**Cc:** [mdavis@co.blaine.id.us](mailto:mdavis@co.blaine.id.us); [Angenie McCleary](#); [klmollineaux@co.blaine.id.us](mailto:klmollineaux@co.blaine.id.us)  
**Subject:** weather modification chemtrails HAARP and natural disasters  
**Date:** Wednesday, April 26, 2023 9:48:32 AM

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Attention: Ketchum City Council: and Blaine County Commissioners

Another beautiful spring morning marred by expanding streaks in the sky. Chemtrails dimming the sun and dropping toxic heavy metal aerosols into the air we breathe, the water we drink, and all life on our planet.

I have been addressing this issue for the last 7 years. It's far beyond time for you to be paying attention and speaking out in opposition. You are here to serve and protect us, yourselves, your loved ones and the land that supports us. To stop this devastating spraying and weather modification it will take a universal collective effort. Be strong, speak out and participate.

Attached is a link to a video that will inform you with facts, evidence and proof. Scroll to 6 minutes to begin. I look forward to a response from each of you after you have watched the video.

Best,  
Kerrin McCall

[https://www.youtube.com/watch?v=iG\\_j3tXfDUQ](https://www.youtube.com/watch?v=iG_j3tXfDUQ)

**From:** [Carter Cox](#)  
**To:** [Participate](#)  
**Subject:** Housing preferences for Bluebird  
**Date:** Monday, May 1, 2023 12:39:23 PM

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Dear Ketchum City Council,

Thank you for prioritizing housing for our community.

As you consider the preferences for Bluebird Village, I applaud your efforts to include “public entities.” I often hear Blaine County School District/BCSD mentioned when referencing public schools (and their employees) in our county. There is another public school district, a separate district for Syringa Mountain School, a local charter school.

While a small detail in the grand scheme of employers and staff in our community, please consider and remember that Syringa is also a public school, but not part of BCSD. As such, they do NOT receive any local tax dollars.

I hope you will include Syringa Mountain School employees along with other public entities in your housing preferences.

With appreciation,

Carter Cox  
Hailey Resident



**From:** [Jordan Watson](#)  
**To:** [Participate](#)  
**Subject:** Re: Inclusiveness at guy coles skatepark  
**Date:** Monday, May 1, 2023 1:13:06 PM

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Here is a pretty good article backing my concerns. Me and every skateboarder and scooter I've been around have always had a mutual respect. No one bothers each other and we all have fun together. I would love to be apart of the action sports community at the skatepark, as a skateboarder myself also. Thanks for your time.

<https://www.bicycleretailer.com/studies-reports/2009/07/26/many-skateparks-dont-allow-bmx-use#.ZFQOymRMEIQ>

Jordan Watson

On Mon, May 1, 2023 at 2:00 AM Jordan Watson <[prescribingmoments@gmail.com](mailto:prescribingmoments@gmail.com)> wrote:  
Hello,

I just wanted to send an email explaining some concerns. Is bmx allowed at the skatepark? I see that scooters are allowed at certain times. Is it possible to allow bmx at those times? Or other times? Bmx is a huge action sport and I don't believe discrimination against bikers is fair to us that ride bikes in the wood river valley if it is not allowed there. I am a taxpayer here in the valley, and Ketchum and believe that if my money is going to the town then I should be allowed to use its facilities. I understand the liabilities with bikes, as there are many families that may wander in with children. However maybe only BMX bikes specifically can be allowed. Growing up me and many other bmx cyclists helped the community raise money to create a skatepark as a safe space for skateboarders, cyclists, scooters etc to ride at. And I would love to have that safe space here where my residence is. If they are not allowed there, can you explain why that would be? Is there anything I can do to help bmxers to have a safe space to ride? I know there are pump tracks and trails, however bmx freestyle is much different from mountain biking and racing. If there is anything I can do to have us be allowed to ride bmx at the park, please let me know. I appreciate your time, and look forward to hearing from you.

Thank you guys for all you do for the community,

Jordan Watson

## Aly Swindley

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**From:** James Hungelmann <jim.hungelmann@gmail.com>  
**Sent:** Monday, May 1, 2023 2:15 AM  
**To:** Neil Bradshaw; Jim Slanetz; Michael David; Amanda Breen; Courtney Hamilton; Participate  
**Cc:** phendricks@sunvalleyidaho.gov; Michelle Griffith; Keith Saks; Jane Conard; Brad Dufur; Kathryn Goldman; Doug Brown; Shaun Mahoney; Chris Johnson; Robin Leahy; jcarreiro@bellevueidaho.us; cgiordani@bellevueidaho.us; martha.burke@haileycityhall.org; kaz.thea@haileycityhall.org; heidi.husbands@haileycityhall.org; sam.linnett@haileycityhall.org; Juan Martinez; mdavis@co.blaine.id.us; Angenie McCleary; Imollineaux@blaine.id.us; logan.davis@cityofcarey.org; jonhoopes@cityofcarey.org; clayton.mecham@cityofcarey.org; alyssa.cenarrusa@cityofcarey.org; Keith Roark; Stone Lara; Amber Larna; Dan Turner; Blanca Romero; Board Clerk  
**Subject:** Ketchum City Council Meeting May 1, 2023 Public KCC Meet8ing May 1 2023/ Public Comment, on Agenda item 2- proposed "Mental Health Awareness" Month Proclamation  
**Attachments:** THAT AMERICAN MADNESS jth vx3.pdf; La Locura Americana - jth vx2.pdf

### Ketchum City Council Meeting

May 1, 2023

#### Public Comment on Agenda item 2 – *proposed* "Mental Health Awareness" Month Proclamation (May 2023)

Dear Mayor Bradshaw and Councilors:

In the context of this proposed Proclamation, as well as in the interest of encouraging Ketchum government to a return to a sane and mentally healthy compliance with the rule of law, I urge your careful consideration of my recently published psychological work attached hereto, submitted in English and Spanish, entitled *That American Madness / La Locura Gringa*.

I do challenge the propriety of this proposed Proclamation, for the reasons stated therein, with particular reference to Section IIIC, entitled *The Problem with Proclaiming / El Problema de Proclamar* (pp 24-27).

I hope you find this work engaging, and I invite your comments and dialogue, on the public record please, before you render a decision on this agenda item.

I copy this as formal public comment to other city councils and county commissioners in the valley, and BCSD, who are or may be considering similar "mental health" proclamations or policies.

Thank you.

James Hungelmann

Ketchum

# **THAT AMERICAN MADNESS**

**An entire people, a privileged nation going down hard.**

**Is it too late?**

James Timothy Hungelmann

December 31, 2022

THAT AMERICAN MADNESS

**THAT AMERICAN MADNESS**

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## PREFACE

You had a choice: you could either strain and look at things that appeared in front of you in the fog, painful as it might be, or you could relax and lose yourself.

Chief Bromden in *One Flew Over the Cuckoo's Nest*

Blind belief in authority is the greatest enemy of truth.

Albert Einstein

It is the first responsibility of every citizen to question authority.

Benjamin Franklin

The further a society drifts from the truth, the more it will hate those that speak it.

There was truth and there was untruth, and if you clung to the truth even against the whole world, you were not mad.

George Orwell

Till the false is seen as false, truth is not.

Jiddu Krishnamurti, *The Book of Life*

We'll know our disinformation program is complete when everything the American public believes is false.

William Casey, CIA Director (1981)

If I could turn you on, if I could drive you out of your wretched minds, if I could tell you, I would let you know.

R. D. Laing, *The Politics of Experience*

## INFLUENCES

Laing, R. D. *The Politics of Experience* (1967)

Kesey, Ken. *One Flew Over the Cuckoo's Nest* (1962)

Szasz, T. S. *The Myth of Mental Illness* (1961)

Fromm, Erich. *The Sane Society* (1955)

Orwell, George. *Nineteen Eighty-Four* (1949)

## OUR WAY

(2015)

Mental Dis-order  
So far, far out of line –  
Medicate, Do Not Embrace!  
Keep our world Confined.

After all, our Clear Normal  
Took so many centuries  
To get it all Mind Tuned,  
And straightened out to a “T”.

Now think, just consider  
How disturbing it’d really be  
To have to fully consider  
Their cries just to be Me.

A world of uncertainty -  
How much could we stand?  
Questioning even what’s a Right Mind  
All through and out our land.

“Becoming more human”  
You know is what they will say –  
But who really needs that  
To have a nice day?

So let them hit rock bottom  
If they won’t get right in line:  
The depths of existence,  
The best cure over time.

And yes, some won’t make it  
But such a very small price to pay -  
‘Twas all for their own good  
Even if they had No Say.



## **I FOUNDATIONS**

### **A Truth-based Sanity**

Mental health/mental illness have become important issues in modern American society, much talked about and yet so poorly understood and questionably managed. Every day a new disorder, and with it “new and better” meds to treat it, including meds to treat the “disorders” that are side effects of the curative meds, and with it a twisting away from any sense of identity and power over own’s own health and clarity.

In undertaking an examination of the topic of mental illness and insanity, one must ask the foundational question, what exactly does it mean to be crazy? Or more politely, what is sane and what is insane and why does it matter?

Many in the professional fields speak of mental illness or insanity in relative terms, describing the condition of those whose mental processes and behavior deviate substantially from norms and assumptions underpinning the social order. The notion is that a society is “normal” in as much as it is functioning, and sanity is defined only in terms of the individual’s ability to adjust to those normative ways. Under this view of sanity, truth and morality are almost irrelevant: Sanity is functional conformity to what is socially expected, regardless of its inherent truthfulness or morality. Insanity reflects a serious inability to function in such a paradigm.

The fundamental precept of this paper is that the individual and the social order are truly sane only when founded on truth and harmony with the natural order, which are optimum conditions for the free and unbridled pursuit of the human potential individually and collectively, and which ultimately translate to survival of the species. Conversely, ‘insanity’ describes the condition of an individual or social order that is founded upon or adapted to deceptive and delusional reality depictions that may tolerate or hide serious wrongdoing that may never be challenged, in the process constraining and disintegrating human potential.

## THAT AMERICAN MADNESS

Sanity is what furthers survival and abundance. Insanity is what threatens it. Nothing is more insane for a society than to adapt to a deception of a scale that would threaten suicidal extinction of all of humanity and our entire web of life. Welcome to That American Madness, a nation embedded in Insanity at its Peak.

### **B Evidence-based Reality**

Truth as a psychological foundation is founded on physical reality as detected by the senses and validated by reason, logic, and critical thinking.

Truth depends only on its evidentiary support, not on the number of its followers. The fact that most people everywhere may share the same mental orientation toward what is real proves nothing about the validity of that orientation or truthfulness of its underlying assumptions. There may be comfort in numbers, in knowing everyone else is accepting the same construct, but it does not make the construct Real.

As Erich Fromm put it, in “The Sane Society” (1955):

“It is naively assumed that the fact that the majority of people share certain ideas or feelings proves the validity of these ideas and feelings. Nothing is further from the truth. Consensual validation as such has no bearing on reason or mental health. Just as there is a *folie a deux* there is a *folie a millions*. The fact that millions of people share the same vices does not make these vices virtues, the fact that they share so many errors does not make the errors to be truths, and the fact that millions of people share the same forms of mental pathology does not make these people sane.”

Evidence is at the foundation of the search for truth. Evidence is anything that we experience that causes us to believe or disbelieve that something is true or that something has happened as depicted. In the US legal system, we have adopted common law rules of evidence developed over many centuries back to Mother England. To be courtroom admissible, a piece of evidence must meet strict standards of relevancy, reliability, authenticity, and first-hand verifiability.

When a statement or narration of fact fails to have evidentiary foundation, in a sane world it cannot become part of Reality. Any individual or societally adopted belief system that does not have evidentiary support at the foundation of its “reality” must be considered prone to delusion. Delusions are false judgments held with extraordinary conviction and subjective certainty. They are intensely held, "stuck" beliefs impervious to reality - resistant to contrary experience, counterargument, and any consideration of evidence.

The disconnection between a consensual ‘reality’ and evidentiary reality is at the root of mental illness. The more disconnected the two are, the more blatant is the deception, and the deeper is the illness being implanted and embedded in the organism seeking to make sense and survive.

### **C      The Discipline of Challenging Assumptions**

A critical aspect of truth-based sanity is the discipline of questioning fundamental assumptions and narrations of fact in the search for evidentiary foundation. The absence of that discipline creates the opportunity for delusion to take hold and take over.

The ability to use cognitive capacities to question and insist on evidence-based reality is an essential survival skill that protects against the imposition of false and potentially destructive or enslaving reality depictions. As M. Scott Peck put it in *The Road Less Traveled*, “The hallmark of a healthy mind is an unyielding willingness to face the whole truth no matter how dire.”

A refusal to submit beliefs and assumptions to rational, logical critique is a clear indicator of mental illness. This applies in the individual context of one who believes he is The Prophet Reincarnated as well as in the societal context of a war mongering, genocidal nation believing itself to be the Righteous Master Race.

## **D Individual vs Societal Sanity**

A society can either facilitate or cripple individual sanity. To understand sanity of the individual, one must first examine the sanity of the social order itself, to which the individual is asked to adapt. We need to make sure the society is intact, or some semblance of it, before going about “diagnosing” and “treating” individuals. If the society is quite sick, it may be a really bad deal to go to that doctor for treatment or cure.

Someone having a hard time staying grounded to a wildly gyrating, out of control spinning top is not necessarily the culprit nor should he be the center of attention. It can never be healthy until the top is pulled back into balance. Regardless of how balanced an individual may be, a wild ride is in store.

Eric Fromm (*The Sane Society*), RD Laing (*The Politics of Experience*) and others have maintained that the madness of the individual should be seen as the inevitable consequence of the madness of the society, that society itself, when bedeviled by certain pathologies, can be crazy making for the individual. A sane society is one which helps the individual continually give birth to herself. Conversely, a sick society stymies that ongoing rebirth and renders the individual in a state of alienation.

And can the individual functioning normally, apparently well adapted to it, be other than quite sick? Aldous Huxley commented thusly in *Brave New World Revisited*:

“The real hopeless victims of mental illness are to be found among those who appear to be most normal. "Many of them are normal because they are so well adjusted to our mode of existence, because their human voice has been silenced so early in their lives, that they do not even struggle or suffer or develop symptoms as the neurotic does." They are normal not in what may be called the absolute sense of the word; they are normal only in relation to a profoundly abnormal society. Their perfect adjustment to that abnormal society is a measure of their mental sickness. These millions of abnormally normal people, living without fuss in a society to which, if they were fully human beings, they ought not to be adjusted.”

## II THE GRADUATED EROSION OF SANITY

The essence of the human spirit deeply rooted in our instincts is to blossom freely based on truthful reality. We humans instinctively know when things are out of synch with truth and the natural order. At least at a deeply subconscious level, humans can detect falsity, in families, in schools, in society, and in government and the media.

Being compelled in some fashion, consciously or unconsciously, to adapt to depictions of reality that are blatantly contrary to truth so runs against the human grain, contravening instinct, common sense, and logic, as to create subconsciously a poisonous discord and resentment that eats at the human body, mind, psyche, and soul. In our depths the discord dwells, largely denied and misunderstood, but it works on us, tearing and twisting us apart and breaking down physical and mental health.

The more blatant is the falsity, and the eviler what is being hidden, the more crazed is the adaptation. The sickness festers and eats away at us, compromising our powers of detection of danger and causing leakage and breakdown into this or that illness or disorder, and often producing thoughts and behavior deemed ‘aberrant’ as not fitting the “normalcy” that is nothing but severe psychological confinement. When that deception involves hiding a hideous self of a most desperate nature, well then, the extent of twisting and inevitable leaking, ripping apart and breaking down throughout society becomes extreme.

Locked into a prison of deception, we are constantly throttled back from becoming, stripped of the pursuit of the human potential tied to truth. Spontaneity and joy of exploration are choked out and overtaken by a rotting and ruination of the human body, mind and spirit.

Adaptation to falsity is a graduated, ratcheting process. You start with the mild lie and step up the degree and obviousness of deception, the evil being hidden, and the forfeiture of the opportunity to realize true human potential. The gradual ratcheting from reality to flat out

## THAT AMERICAN MADNESS

phony and evil to flat out just fine with that is a progression: It takes a while to become a Made Man.

Very important to the process of indoctrination or conditioning to flat out phony and fine is to step up the improbability of the reality depictions, which serves to numb and dumb down to mass acceptance. We are taught to disbelieve our senses. We learn not to look, not to mentally engage, until cognitive functioning and consciousness are overwhelmed. Doo dooby doo goes the dumb down process, fake after fake getting more obvious.

At some point overcoming cognition and instincts requires an almost conscious, affirmative buy-in. The more blatant the deception, the more the conscious mind processes and takes ownership of the adaptation to it and of the deception itself; the more synched in and irretrievably entrenched the adapter becomes and the more embedded the deception thereby gets.

The more one gets ratcheted to Irreality and the more massive the deceptions become, the more poisoned and twisted apart the individual and the entire society become, accepting the confinement of the human soul to deception and coverup.

At some point the obviousness of the deception requires asking questions. We are at a crossroads. By staying silent, we not so subconsciously decide to adapt. Failure to question becomes complicity in the crimes and cover up. Adapting to false reality constructs becomes part of the identity as we become complicit in the next deception ever more outrageous. Deep down we know that by doing so, we are betraying our human nature for truth, goodness, and harmony with the natural order, and our opportunity to become.

### **III THE AMERICAN IRREALITY SHOW**

#### **A A baby boomer Delusional Dirty Dozen**

Most people have a pretty good understanding, at a not so subconscious level if not by clear conscious focus, that on the most significant “events” over the course of the last seventy-five years making up USA history and shaping our culture, morals and world view, we the citizenry have been consistently and seriously lied to by our government and media working together.

USA reality and social order are based on blatantly gross deceptions filled with comic book absurd impossibilities to which we the people have readily adapted, in the process ratcheting in our complicity and collusion to the American ways here and worldwide and in the end, compromising our very souls. We trust a media on every today’s storyline even though they have been shown consistently through our lifetimes to have Big Lied to us on the most important things, always – the nature of a Psyop world 75 years beyond the wildest Hitlerian Dreams: All Myths, nothing more, now firmly entrenched in the mashed mind of America, incompatible with the evidence and hiding a reality far more dire than the story line.

#### **1 DOWN GO THE KENNEDYS**

##### **- OSWALD FROM BEHIND / JFK 1963**

Assassination of a President by a ‘lone gunman shooting from behind’ with an ancient rifle and bullets that blew his head apart impacting from the front.

##### **- SIRHAN FROM THE FRONT/ RFK 1968**

Assassination of who would be our next president, by the mad and maddened Syrian Sirhan, the ‘lone gunman shooting from the front’, when the Sole Cause of Death according

to the official autopsy report was one bullet fired from behind the right ear from a gun held less than inch away, exactly where specially assigned bodyguard T.E. Caesar was located. And they never even checked his gun. Two other same-caliber bullets hit Kennedy, both also fired from behind– one ripping through shoulder and the other embedding in his spine. And yet the fully-frontal, never flitting Syrian still is sitting, *still* is sitting, forever innocent - and free nevermore.

## **2        THEY SHOT FIRST! / VIETNAM DAMNATION 1964**

The (hotly disputed) story goes, of an “unprovoked attack” by North Vietnamese forces on the USS Maddox destroyer patrolling peacefully in the Gulf of Tonkin off the coast of North Vietnam that justified the USA invasion to “come to the defense” of our new South Vietnamese “democracy-loving” allies, holding off the encroaching communist nations falling one after another in the peak days of the “Domino Theory”, and ultimately ending in the ignominious military defeat with the Fall of Saigon more than a decade later.

We talk of the Vietnam War as a tragedy for American lives, with nary a mention let alone apology for the many millions who died under American bullets and bombs, chemical weaponry, and torture-murder goon squads – to what end? A big win though for the Military Industrialists, the ones Dwight David warned us about in his farewell speech, on January 17, 1961.

## **3        THE BEARDED GUY IN THE CAVE DOES 9 11**

“Only one man capable!” it was immediately and universally proclaimed, the bearded Bin Laden, orchestrating the greatest defeat of America ever, on a day when the US air defense system was all pulled down. With “commercial airliners” that defied physics, slicing through the world’s strongest steel and concrete buildings, disintegrating the towers to free-fall collapse at the speed of gravity into grand piles of mostly just dust. With “commercial airliners” crashing and leaving behind no airplane or body parts, either at the empty hole in the ground at Shanksville or inside or outside the missile-sized “plane” entry hole penetrating the Pentagon fortress at ground level.



An alternative view adopted by much of the world is that the American 9 11 amounted to a massive attack against the USA and its people with holocaustic incineration of thousands in an act of treason perpetrated by evil powers with fully complicit principal actors being our President and Vice President and Secretary of Defense (Bush, Cheney and Rumsfeld); and that those in government and press who immediately yelled the loudest about the bearded cave dweller being the Culprit in fact were the Perpetrators now insisting on hunting down the terrorists (the other guy) and installing a New World Order void of American civil liberties. It does bring back JFK's speech on April 27, 1961 (100 days after Ike's last), warning us of 'evil secret societies in our midst intent on world control' and assuring us they would never prevail.

#### **4 THE WAR ON TERROR foreign and domestic**

The storyline goes that even though we were wrong, we had a good faith belief at the time of the 9 11 Emergency! that Saddam was an existential threat to the world, was in tight on all of it with the bastard Bin Laden, had his hands on Weapons of Mass Destruction, and was an imminent threat to use them against the USA and our allies, such that we had no choice but to invade and hunt down and hang him. Same in Libya: we had reason to believe Gadhafi was a grave threat, such that we had to do the preemptive there, also – and butcher-murder him in the streets, in plain view. “We came, we saw, he died”, we explained.

We've got enemies everywhere we turn, and always cause to invade, pillage and plunder at will, going after the “terrorists” directed by the bearded guy in cave' sorts of stories justifying our Horrific “we had no choice”, that we had to go in and slaughter slaughter slaughter, my God what have we done? To free the people there, whoever is left - for democracy, or something.

And the result? Million-man murder, Mideast country after country blown apart, regimes changed, generations ruined, The American Way – “Yes, it was all worth it.’ And further, that we have reason to suspect that the very worst terrorists are in our midst, the domestic

variety who would dare question storylines, necessitate our Heil! salute to The Patriot Act's shameless shredding of civil liberties, with permanent lockdown of airports and airwaves in search for the terrorist within.

An alternative view opines from the evidence at hand that the USA is in the hands of a worldwide terror group whose many immense weapons of mass deception and destruction are now pointed directed at all of us. How about that?

## **5 THE WAR ON DRUGS**

The story line is that we must protect our children with intense government drug interdiction and enforcement efforts; that we intend to stamp it all out; and that without strong drug laws, our society would be much more drug-ridden and ruined.

Evidence-based skeptics call the War on Drugs a war on personal freedoms and the right to control what goes into your own body, effectively a War on the People with drugs. They forensically insist that the USA effectively controls most of the worldwide production and distribution down to the streets throughout all of America of the most dangerous narcotics. With record-high production of heroin and cocaine now highly centralized in Our Afghanistan (we "pulled out", did we?) and Our Colombia, with mountains of synthetic opiates and related nasties produced by Big Pharma and sanctioned by the FDA and the AMA, the result is subjugation and ruination of American minds, bodies, and futures.

While we persist with the criminalization of marijuana, a natural herb that promotes tranquility and reflection, traditionally used by peoples everywhere for cognitive, medicinal, and spiritual purposes. And in so doing, we inevitably present to our children the fuller, nasty portfolio of the pusher man that shatters human body, mind, and aspirations - from dependence to doom.

At the same time, we sanctify the call for another round of cocktails, slugging the dummy-down into the deadening skull of diminishing consciousness and conscience: what many

call the most destructive drug of all, alcohol - sanctioned, massively worshipped, and ritualistically indulged in-, and effectuating mass crippling of cognitive capabilities and the ability and willingness to decipher stories and detect reality.

Meanwhile, the aggravated Pushing of the covid “vaccines” and boosters serves to embed in the citizenry, and especially youth, a Just Say Yes mentality that accepts the notion that taking drugs including by injection of “vaccines” is some kind of health solution - while also hiding the fact that the vaccines have become prime suspect in the exploding number of “Unknown Cause” Sudden Deaths suddenly erupting all around us.

## **6 5G GOOD FOR YOU**

The main storyline goes that 5G is a communications marvel with negligible or no toxic impact on man and nature. In challenge, a myriad of highly credentialed, independent scientific experts insists that 5G is primarily a surveillance and control military technology that emits extremely dangerous microwave radiation that is sickening, crippling, and killing man and nature, irreparably damaging and in short order destroying human cognitive and reproductive functioning.

## **7 ‘CLIMATE CHANGE IS REAL’/ ‘CHEMTRAILS ARE NOT A THING’**

The storyline goes, ‘We are running out of oil and gas, plus carbon fuels have ruined our otherwise beautiful environment, triggering a permanent change in climate that will destroy the planet and all life in short order.’ The solution, they say, is that we can and must aggressively switch to “renewable energy” sources, forever clean and green to the rescue. Wind, solar, geothermal, and other that make up about 10% of total energy sources today will boot oil and gas aside, in short order. These same climate sophisticates wholeheartedly and heatedly deny the existence of other contributors to our abounding environmental wreckage, shouting out with special zeal and glee, “Chemtrails Are Not A Thing!”

## THAT AMERICAN MADNESS

Evidence-based skeptics respond with “Oh, baby” . . . A nation looking down on the handhelds and never again up to see and ask respectfully, “What the hell is that they keep spraying up there, almost every day now, everywhere?” . . . Call it Ice Crystals forever, and no concern about the cumulative nanoparticle toxicity of metals, polymers, and surfactants showing up in soil and air testing (and listed in the confidential national weather “Cloud Seeding” Ingredient Statement never publicly produced) that are being inhaled with every breath below which also, they insist, comprise the most devastating contributor to ongoing climate deterioration misnamed “climate change”. Further they insist that “renewables” are far more expensive and environmentally ravaging than fossil fuels and that oil and gas consumption will continue unabated as essential to the mining, manufacturing, and operation of the “renewable” systems – and that Big Oil is also the big money behind Big Renewable.

Given the seriousness of this challenge, would not a sane society demand exceptionally close examination before leaping at what is being officially pushed by the vested interests?

### **8 MOON LANDING /NASA and THE SPACE PROGRAM**

The story goes, “We’ve been to the moon.” So, we have Moon Landing and Mars Roving; a manned international space station with frequent shuttles back and forth to Earth; Oh Elon! Musk and his space-mobile X doing the flyby; constant launches of this and that (never seen by anyone); and now Space Force, the mighty military branch committed to roam, patrol and protect, way out there.

Evidence-based skeptics insist no such thing, any of it: Nothing but made up of Flash Gordon-caliber fiction that provides yet another massive source of government funds forever outside taxpayer purview, in the hands of history’s most despicable racketeer-terrorists who have that chokehold on American minds and destiny.

How would one know for sure? Who can one trust?

## **9 OUR SPHERICAL EARTH & ANTARCTICA UNDER DOWN UNDER**

At this point, any mainstream belief or “story line” on any topic - however strongly held by however many millions over however many decades or even centuries-, that today is being challenged by a meaningful number of evidence-based skeptics everywhere, young and old alike, must as a matter of sanity and survival be allowed free and full discourse and debate. The fact that the mainstream response to those derogatorily referred to as “Flat Earthers” has been so vitriolic and nothing but ad hominem/ “conspiracist” attacking reeks of yet another fraudulent construction being embedded into the Fearing Mind of the Masses.

What possibly could be so dangerous or fearful about carefully examining the evidence? How hard is it to procure a photo or video taken from A-Deck of The Starship, if they are up there and have that 20<sup>th</sup> century technology called camera with them? Or how about a spinning 360-degree view taken from a drone flying over and around all of Antarctica? State secrets?

## **10 CHEAP FOOD**

The story goes, mankind is growing in number (and size) and farmland is tapped out, so that feeding the planet affordably demands large-scale intensified farm production and maximization of crop yields achievable only through controlled application of chemical fertilizers and pesticides and use of genetically modified seeds.

Evidence-based skeptics insist that all of that has backfired hugely, that most of American farmland has been stripped of natural nutrients and severely toxified and is now producing grains and animals and ultimately American food loaded with glyphosate and other deadly poisons that are ravaging American families, causing serious illnesses and early deaths with attendant staggering costs in “health care”. They insist that when measured by honest

accounting, American food may be the most expensive “per nutrient” of any country in history, the reality of which is being hidden by colluding profiteer-racketeers in industry and government. They also point that with elimination of the junk food (80% of the grocery store?), there would be plenty of capacity in American farms to produce truly healthy organic food whose true cost would be far less than current, net of the reduction in healthcare expenses for illness attributable to poisoned food.

## 11 AY, CORONA!

The mainstream “Covid-19” storyline from government and press goes as follows: There is an invisible airborne virus on the loose, with innumerable new variants coming at us, that cause serious and deadly disease which spreads through communities by person-to-person “contagion”; that government measures imposed on the public like isolation, distancing and masking are safe, effective and necessary to “mitigate the spread” and protect health; and that the Final Solution is full and ongoing *ad infinitum* vaccination for all members of the public.

Significant evidence-based professional dissent insists that covid is nothing but grand delusion and deception, aka covidScam; that not one aspect of that core covid narrative holds up to evidentiary scrutiny; that announced covid casualty rates are wildly manipulated and overstated; that most if not all of the medical testing, treatments and therapeutics is seriously flawed and fraudulent, of absolutely no value, and in many cases, seriously dangerous to health; that all of the government-imposed Measures have been significantly destructive to mental and physical health; that claimed “covid symptoms” are causally connected not to some swirling virus but to other agents which have been ignored or hidden by the fever of covidScam; and that covid vaccines are of no health value whatsoever but instead are exceptionally dangerous to everyone, ravaging body and mind and sickening, crippling and killing many, in soaring numbers.

The same evidence-based skeptics insist that covidScam underscores that the American health care system is in a state of shock. All the basics of human health the natural way

have been set aside, scorned, and even criminalized, as defined modern medicine uncovers more and more physical and mental diseases and disorders requiring a battery of Big Pharma medications that serve to buckle and disintegrate bodies and minds. With every disorder there is already a pharmacological solution. And the results: American health care, by any measure, by far the worst and most expensive of any nation ever.

## 12 MASS SHOOTINGS

The mainstream narrative on mass shootings insists that Americans are a sick and hateful lot, racist and retaliatory, prone to sudden violence, and too often keen to take out our many inner disturbances on each other by guns in the form of “mass shootings”.<sup>[3]</sup> Many of these reported shootings across America have taken place at schools, each typically with multiple reported deaths and serious injuries.

Benjamin Franklin maintained that the first responsibility of every American citizen is to question authority, especially on the most controversial matters. In this spirit, there is mounting legal and forensic challenge to the official narrative that questions why all of these reported mass shootings have one striking thing in common, i.e., the absence of any courtroom admissible evidence that might support the storyline, specifically: No death certificates, no red stuff anywhere, no desperately screeching ambulances, no security camera videos of the crime unfolding or cell phone videos of people shot up dead or wounded, no screaming of the injured and dying, no gunshots heard, no desperately grieving parents, no survivors in shock, no hospital information nor arrival scenes, no professional cleanup crews at the site. Nothing but third-hand reports containing hearsay on hearsay on hearsay. From this, these Evidence-Based Questioners raise the prospect that mass shootings are being fabricated by those with agendas of deception, subjugation, and terror, to get the public to accept whatever is said to be reality regardless of the blatant absence of evidence. The intent also, they suggest, is to create in the masses 2d Amendment fear and loathing around sacking the guns from law-abiding citizens as well as to silence dissent, even to the point where fact-based questioning of an establishment storyline is universally condemned as a form of Domestic Terrorism rather than welcomed as

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dissenting free speech essential to truth and democracy. These same questioners point out that the stunning Absence of Evidence suggests that Americans may not be so hostile, racist, or trigger-happy, but rather, may be respectful and appreciative of each other's differences and exceptionally responsible when it comes to the exercise of Second Amendment rights. Wouldn't that be something?

What does it mean for a nation's sanity and survival when the nature of the subject is depicted as so sensitive as to condemn and foreclose legitimate public inquiry into chronicles of terror so factually sketchy and improbable yet reported in lockstep unison by all channels?

Is the USA nothing but a nation of lies? The blind and ready adaptation of an entire people to these dirty dozen "unbelievables" - or any other obviously fabricated significant news story today that hides the immensely dire and nefarious -, serves to shuffle humanity to the brink, in our lifetimes and on our watch. Every attempt by The American Questioner to probe on the evidence is scorned, belittled, and even threatened as "terroristic" and is coupled with ad hominem attacks as "conspiracy theorist", the modern-day "N" word, thereby effectuating Verifiable Reality Denied. A refusal to challenge factual assumptions on anything and everything ultimately does risk extinction of species aka Peak Insanity: A spinning top far, far off center eventually goes down.

And all the above and so much more throttling back and killing off any possibility for human genius, creativity, and innovation to drive us toward a destiny in line with our true character of harmony and brotherhood, what used to be known as the American Way.

With each worsening event and the complete absence of any evidentiary support without any challenge from the masses, what can be the prognosis?



## **B Why We Don't Confront**

Sadly, for many if not most of us, human cognition has been badly eroded if not disintegrated. We have lost the ability to detect even the most blatant deceptions. Whether due to the incessant pounding of Big Lie propaganda, covid vaccines, wireless radiation, mood stabilizing and myriad of meds, toxified GMO foods, obesity, or the daily dumbing-down dose of booze, the net result is Cognition Deleted and Will Overwhelmed. At this point everything and anything by way of manipulated reality is possible to pull off, here in Gringolandia. The bigger and more obvious the lie, the deeper the self-betrayal, the deeper the embedding, the sicker the embedder. One wonders if this is not exactly what CIA Director William Casey envisioned and intended when he touted, way back in '81:

“We'll know our disinformation program is complete when everything the American public believes is false.”

Also, Americans are exceptionally naïve, oriented to trust authority as being well intended and truthful. The notion that our own government has turned against us, We the People, and is inflicting all the collateral damage in our name, is too horrific to contemplate. So, we hang on to the constructed Irreality. We turn against our instincts and try to survive in the blinding fury of denial, 'it can't be', so we accept the storyline. We instinctively know that the truth being hidden could well be extremely horrific such that we don't want to understand it - and then the next chronicle gets even more incredible and more horrific.

Shame and guilt overwhelm with the recognition that that our very survival may be targeted, of being on the edge of extinction because of what has been obvious all along, and that rather than challenge the narrative at any point, we have been willing participants in the process of ratcheting of insanely destructive Irreality into becoming the new norm.

We find ourselves trapped in a world of fear. If we don't go along, it could be worse. The worry is that it is already too late, that the evil is so massive and so corrupted that the simple act of facing it may cause it to go ballistic and deliver endgame when we could have just

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suffered along .... “At least we have that”, even if it is a world of government taking over body and mind, for good. ‘Let sleeping dogs lie’ is the mental posture - except the dirty dogs are not sleeping.

Mark Twain did say, “It is easier to fool people than to convince them they have been fooled.” We now would rather continue the charade rather than closely examine. We do not want to know the details because if we did, we would have to confront ourselves, yes, the guilt and shame, but more so, the deepest terror is the fear within, of existential nothingness, of existential collapse. Many would rather hang onto and go down hard with adopted Irreality than face what life might become if rooted in truth and morality. How frightening, can you imagine?

Moreover, there are many amongst us – perhaps all of us to some extent - who well recognize the deception but who will overtly deny it, gambling that they will stay safe by “cooperating”, by keeping head down and pretending all good – “We can make it through this.” They would gladly sell out the human potential and settle back into the fold of fakery and mediocrity. People will deny concrete irrefutable reality and insist on the irrefutably unreal if they are sufficiently invested in the party line - even if there is the blatantly obvious, undeniable risk of total suicide. Many believe they can win from it. They develop vested interests in continuation of the deception, and they believe they are on the inside, protected, and will come out relatively unscathed compared to the masses and especially those who resist or oppose mass adaptation, who do not go along. They also believe that there is no turning back, they are already too compromised - even willing to risk having the ship go down, with them and their families in it.

And so, it appears that this is the American character, to take down civilization and the planet before ‘fessing up. Those who are most complicit, most quick to have adapted, falsely believing they would be on the inside and get through it safely, are now mostly all vaccine shot-up and seeing and feeling themselves and their children going down hard. This lot is resentful and even retaliatory, potentially violently, not against the

perpetrators, but against those who would expose the fraud and their collusion, those who would rip off the masks of deception and strip the stubby emperor bare naked and ashamed.

Lastly, there is also what is referred to as the Human Lemming Effect, the resolute holding on to false reality constructs even knowing that by doing so, they are risking their own destruction. They would rather stay with the craziness even knowing its falsity and, than deal with face to face that could save the day. They refuse to look closely, instead betting that planetary endgame is not playing out in our lifetimes, and if it is, at least we are all in it together. Contrary to popular myth, lemmings don't go off the cliff 'all together now' to their demise, either voluntarily or instinctively. They do so only when dumped out of a front-end loader off the cliff, little bodies free fall tumbling down, bouncing off rocks, battered and broken in the production of Walt Disney's false depiction called White Alaska. But, as it turns out, human beings do – we take “comfort in numbers”.

For those who can live with that, what is the prognosis?

### **C      The Problem with Proclaiming**

Americans are great at expressions of sympathy and support for the notion of mental illness abounding all around us, and worsening every day it seems, according to the messaging. We are especially sensitive to those in our midst who are coming undone in varying fashions for varying reasons or none whatsoever, whom we determine to have mental health issues warranting the classification of mentally ill or disordered. Witness Proclamations across the land like Mental Health Awareness Month and funding of organizations like NAMI. But the more we fund, the broader and deeper mental illness rampages.

And the notion that Awareness of Mental Health might mean looking at society's insanity that is at the root of individual aberration, specifically, the shrieking insanity of The Proclaimer? – “Nevermore”. For those who cannot hold up to the deception, those whose souls will not be corrupted into compliance with increasingly demented and numbing

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Irreality, the classifying as mentally ill or disordered is an ignorant affront that ducks the fundamental causation which is the mental illness of a people that would so readily accept and adapt to obvious falsity that leads to their demise. To be diagnosed by a deviant normalcy as aberrant – How about that?

Those who don't fit the "normalized" modality must not look to the methods of the sick society as a prescription for "recovery". As it turns out, The Proclaimer only wants to drum in the dummy down, but not everyone can or will or should play that game. Those purporting to seek to understand and come to the rescue are too often the very sick - and dangerously incompetent to boot. By classifying as "ill" those who struggle with the insane turbulence, we can keep our world confined on our terms and avoid coming to grips with the underlying falsity and our complicity in the cover-up. We sacrifice our most vulnerable to give up their precious uniqueness and pressure them to "fit in" to the fundamentally crazed, "normalized" world, content to enchain the deemed misfits to that false paradigm, for life, with true human potential sabotaged and destiny lost.

Any psychology that attempts to adapt one to accommodate and fit into grand deception is nothing but fraud and must be completely disowned.

In fact, the process of being sensitive to and caring for the mentally disordered is one that aggravates the embedding of the falsity while shielding the complicity of The Proclaimer. Those doing the loudest proclaiming win by being on the inside; the status quo serves them – 'We are the normal and you are the mentally ill', when the truth is the opposite. As it turns out, our Sensitivity in fact is but a false front which castigates and confines the so-called mentally ill, denies their experience, and shields the complicit Proclaiming society from facing the truth at the root of the "mental disorder". For the duly proclaimed, "disturbed" person, there is a great sadness, knowing deep down that there never will be a true accounting, that never will they be given the opportunity to blossom and grow freely, and that that they will have to sort it out on their own - if it is even worth it. To unravel their struggles requires first addressing society's own.

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The truth is those who do not go along with Deception Central are considered the sickest, the ones insisting on seeing clearly through the machine fog being churned up constantly. But for those who are not able to adapt to a crazed society and who break up trying – does that make them crazy?

For many, the pattern provided by our ‘consensual false reality’ culture does not work. Among this group we sometimes find people of greater integrity and sensitivity than the majority, who for this very reason are incapable of accepting the cultural opiate, while at the same time they are not strong and healthy enough to live soundly “against the stream.” resulting in skewed and aberrational behavior we call mental disorder, when the great craziness is the desperately out of order society compelling the dishonest adaptation. So it is that the individual seen as most aberrational as defined by the doctors of normalcy may be the most healthy and sane. For is not Depression a natural and logical, biochemically based sensitivity or awareness, at a not so subconscious level, to the existential void and absence of meaning and insanity implicit in feeling helplessly compelled to adapt to a societal order based on massive deception and coverup of high crimes committed in our name that forever denies true human potential?

From the first moment of life the human is being adapted to deny his senses, perceptions, and instincts for survival and to trust and substitute in their place this false and phony reality construct. The sense of falsity together with the inability to address it and the need to conform and adapt is the seed of individual “insanity”.

We proclaim sensitivity to mental illness, to those who are “strange”, yet when someone who never will be mainlined cries out in the dark, asks to look at what is real, we seek to shun and silence, to discourage and scourge the lonely voice. And when children see the Aberrant and the Extraordinary being so scorned, they learn to stay mainstream, confined - if they can hold up to it. The most vulnerable to the twisting are the children of parents who have consciously adapted to the twisted falsity. Kids can detect and see through, but

it becomes a guide they in turn will follow, their illness aggravated by the knowledge that it is the parent who betrayed them.

The aberrational expressions must be allowed to unravel for any hope of sanity tied to truthful, evidence-based reality.

## **D      Those Madly Mummifying Meds**

According to the medical pharma industry, “mental illnesses” like depression, bipolar and attention deficit are very common and increasing, with new diseases and disorders being continually discovered, and further, that the best way to deal with them is new and improved psychotropic medications that stabilize the mind and alleviate the suffering of the misfit. More and more behaviors and feelings are deemed to be strange and unwanted, comprising “disorders” for which pharmacological relief is just a pill or shot away - according to those whose core business is treating and supplying.

By any definition, psychotropic drugs are big business, and the industry sees the strongest business growth potential to be diagnosing and medicating exploding numbers of “mentally ill” children. The notion is that unwanted behavior or the troubled state of mind can best be addressed by altering brain chemistry with a pill. The end goal is to stabilize and normalize the suffering, aberrant individual to some degree of personal contentment and more “ordered” functioning in society. That which is aberrant, that which is outside the bounds, that which perhaps is struggling to make sense of some underlying grave deception twisting us all apart - all of that must be neutralized, and the deviants exposed and submitted to prescribed treatment with normalcy drugs; the deviance stamped out, of course with our stoutest sympathies.

And never a mention of traditional and natural means of achieving life balance amidst the furious storm. In fact, the process of medically “flattening” behavior and personality seriously upsets and cripples the body’s natural balancing processes including cognition

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itself. We medicate away the capability to detect and inquire into Irreality's causative madness, hopefully forever to be hidden.

Meanwhile, by any measure, the more funding that is dedicated to it, the worse is the state of mental health, as declared. Few of us ever "get better" and off the meds, and those who attempt to do so experience difficult and dangerous withdrawal. According to the medicators, over time "conditions will deteriorate", requiring new and better and more sophisticated cocktails, each not quite sufficient (so the story will go) to repair the disintegrating human organism. The more medicated we are – "addicted" by any definition - the more disconnected and disintegrated we become. That which is deemed deviant per the American madness is often where the brilliance and hope is, fighting for the human spirit to survive and blossom.

### **IV THE WAY HOME**

Baby boomers must take the hit on this one. We were handed a jewel and now it is on the verge of extinction? Not what the parents had in mind, weaving through the depression years, and fighting a great war (wasn't it?), dedicating their lives to raising a family in hope for the future, handing off to us a country and planet spectacular, ours to do what we want, and now we have deception and wreckage everywhere with endgame approaching, on our watch? We allowed it to get to this point, event after event, storyline after storyline, No Objection. A tragedy and betrayal of destiny – So Far.

The moral imperative is to undo it all - regardless of the odds against, regardless of the difficulty involved, regardless of the sacrifice required. Free minds/ free country is our destiny.

The following are immediate priority "Essentials" required to rebuild American cognition, moral character, and sanity - no shortcuts, half measures, or excuses:

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**1 Build the foundations of health naturally.** Immerse in sleep, recapture dreaming. Exercise rigorously in sunlight, bare feet rooted in soil. Invest in best clean water systems that remove fluoride and other toxicities. Clean up the food - nothing but fresh and organic (healthy soil/ healthy gut) - and lose the FDA approved junk food (most of the grocery store). Get control of your body. Lose the obesity (it's not OK)

**2 Get off all altering meds,** including all psychotropics, pain relief, and alcohol. Never submit to any vaccine or any other intrusive government “health security” measure. Reconnect with natural/traditional medicines for promoting mental and spiritual health and pain control. Use the medical industry as emergency backup only. Cut back “health care” insurance coverages, invest instead in health building. And send scamiNAMI packing – *no más*.

**3 Build core discipline and balance of body, mind and spirit starting at youngest ages.** Train martial arts rigorously. Protect and build cognitive skills through reading, board games of chess and go, and continually learning new skills. Et cetera.

**4 Clean out belief systems and build evidence-based reality verification tools** for all ages. Distrust and challenge every storyline especially from history's grandest fabricators. Accept nothing as reality unless it holds up to tough evidentiary scrutiny. Learn and rigorously apply common law rules of evidence and the basics of logic and probabilities.

**5 Educate and train (all ages) on the core US Constitutional protections of individual freedoms** and, ultimately, sanity and survival that must never be compromised. Model and insist on free speech challenge and dissent. Embed in all children the understanding that no governmental entity at any level has the right to impose restrictions on Inalienable Rights as it sees fit, like the right to breathe, gather and speak freely, or the right not to be coerced to inject suspicious drugs, or be captivated by or subjugated to a



false narrative that involves them losing their liberties or life without full due process of law,

**6 Pull children out of government schools now** – enough of the fake realities, freakish social agendas, 5G radiation bath, zoom-away of privacy and life, and the threat of real or fabricated mass shooting. Build education systems that teach how to critically think, not to recite facts.

**7 Expose and eliminate the most blatant toxicities poisoning body, mind and psyche:**

- **Round up the Roundup**, get the glyphosate off and out of lawns, forests, rivers. Support class actions by farmers and consumers to end the poisoning of American farms and food, shutting down, seizing assets and liquidating Monsanto Bayer. Consume only organic food.
- **Stop 5G Fast.** Support class actions against telecoms and FCC racketeers for intentional torts and crimes. Out and tear down the Towers That Beam the toxicity, that surveil us, and that steer the weather their way. In China that may be OK, but in a free America, nevermore.
- **Strip Search the Elephant in the Sky**, to out and end the toxic aerosol spraying involved with government weather modification and “cloud seeding” programs.
- **Put That Needle Down:** Shutdown the vaccine killing fields.<sup>[4]</sup> People are going down hard. We must come to the aid - and seize assets and start the proceedings against the mad Injectors.

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**8**      **Expose the historical Big Lies**, from JFK to 911 to Ukraine Fever, and account to the victims for the terror of our ways. The only real hope to see through and undo PTSD is to confess to our hounded heroes that they were sent to kill on false pretenses. It never was their fault. And “Out and outta here” all public officials who fell for and supported covidScam and its massively mangling Measures.

**9**      **Treasure and protect the uniqueness of those “aberrant” who cannot or will not adapt to That American Madness.** Spare them the mental health proclamations. Free them to free expression of their human potential tied to truthful reality.

And so it is, That American Destiny, we hold in our hands: Protect it. Embrace it. Become it. As Marcus Aurelius put it, long ago: “What we do now will echo in eternity.”

## Epilogue

### LAST STAND USA/

### *FLY, FLY AWAY*

April 2020

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

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

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

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

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

# **LA LOCURA GRINGA**

**Una nación entera, un pueblo privilegiado que decae y colapsa.**

**¿Es demasiado tarde?**

James Timothy Hungelmann

El 31 de diciembre 2022

# LA LOCURA GRINGA

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## PREFACIO

*Tenías una opción: podías esforzarte y observar las cosas que aparecían ante ti en la niebla, por dolorosas que pudieran ser, o podías relajarte y perderte.*

Chief Bromden, *One Flew Over the Cuckoo's Nest*

*La fe ciega en la autoridad es el mayor enemigo de la verdad.*

Albert Einstein

*Es la primera responsabilidad de cada ciudadano cuestionar la autoridad.*

Benjamin Franklin

*Cuanto más se aleje una sociedad de la verdad, más odiará a quienes la hablan.*

*Había verdad y había falsedad, y si te aferrabas a la verdad incluso contra todo el mundo, no estabas loco.*

George Orwell

*Hasta que lo falso sea visto como falso, la verdad no es.*

Jiddu Krishnamurti, *The Book of Life*

*Sabremos que nuestro programa de desinformación está completo cuando todo lo que el público estadounidense crea sea falso.*

William Casey, Director de la CIA (1981)

*Si pudiera excitarte, si pudiera sacarte de tu miserable mente, si pudiera decírtelo, te lo haría saber.*

R. D. Laing, *The Politics of Experience*

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## A NUESTRA MANERA

(2015)

Trastorno mental  
fuera, muy fuera de lugar  
¡Medicar, no abrazar!  
mantén nuestro mundo confinado.

Después de todo, nuestra claridad normal  
tomó tantos siglos  
para ponerlo todo en sintonía mental,  
y ordenados a una "T".

Ahora piensa, sólo considera  
¿Qué tan perturbador sería realmente  
considerar completamente  
sus gritos sólo para ser Yo?

Un mundo de incertidumbre  
¿Cuánto podríamos soportar?  
Cuestionando incluso lo que es una Mente cuerda  
a lo largo y fuera de nuestra tierra.

“Sé más humano”  
sabes, es lo que dirán,  
pero ¿quién realmente necesita eso  
para tener un buen día?

Así que déjalos tocar fondo  
si no se ponen en fila:  
La profundidad de la existencia  
la mejor cura con el tiempo.

Y sí, algunos no lo lograrán.  
Pero un precio tan pequeño a pagar,  
todo fue por su propio bien  
incluso si no tuvieran voz.



# I FUNDAMENTOS

## A Una Sanidad Basada en la Verdad

La salud mental o enfermedad mental se han convertido en temas importantes en la sociedad estadounidense moderna; mucho se habla de aquellas, y, sin embargo, son poco comprendidos y cuestionablemente manejados. Cada día aparece un trastorno nuevo, y con él "nuevos y mejores" fármacos médicos para tratarlos, incluyendo medicamentos para tratar los "trastornos" que son efectos secundarios de los fármacos medicinales utilizados; con aquello se genera una distorsión, desviándose del sentido de identidad y poder sobre la salud propia y claridad mental.

Al emprender un examen de la temática sobre la enfermedad mental y la locura, uno debe hacerse las siguientes preguntas fundamentales: ¿qué significa exactamente ser loco? O, más cortésmente, ¿qué es lo cuerdo?, y ¿qué es lo demente o loco?, y ¿por qué importa?

Muchos, en los ámbitos profesionales, hablan de la enfermedad mental o insanidad en términos relativos, describiendo la condición de aquellos cuyos procesos mentales y comportamiento se desvían sustancialmente de las normas y supuestos que sustentan el orden social. La noción es que una sociedad es "normal" en la medida en que sea funcional; y la cordura, se define solo en términos de la capacidad del individuo para comportarse conforme a esas normativas. Bajo esta visión de la cordura, la verdad y la moralidad son casi irrelevantes: la cordura es la conformidad funcional a lo que se espera socialmente, independientemente de su veracidad o moralidad inherente. La locura refleja una grave incapacidad para funcionar en tal paradigma.

El precepto fundamental de este ensayo es que el individuo y el orden social son verdaderamente cuerdos o sanos mentalmente sólo cuando están fundados en la verdad y en armonía con el orden natural, que son condiciones óptimas para la libre y desenfrenada búsqueda del potencial humano individual y colectivo, y que finalmente se traduce en la supervivencia de la especie. Por el contrario, la "locura" describe la condición de un individuo o de un orden social que está fundado o adaptado a representaciones de realidad engañosas y delirantes que pueden tolerar u ocultar graves injusticias que quizás nunca puedan ser desafiadas, en un proceso que limita y desintegra el potencial humano.

La cordura es lo que favorece la supervivencia y la abundancia. La locura es lo que lo amenaza. Nada es más insano para una sociedad que adaptarse a un engaño de una escala que amenazaría la extinción suicida de toda la humanidad y toda nuestra red de vida. Bienvenidos a esa “Locura Gringa”, una nación que incorpora la locura en su punto más alto.

## **B Realidad Basada en Evidencias**

La verdad como base psicológica se funda en la realidad física percibida por los sentidos y validada por la razón, la lógica y el pensamiento crítico.

La verdad depende únicamente de su soporte probatorio, no del número de sus seguidores. El hecho de que la mayoría de la gente en todas partes comparta la misma orientación mental hacia lo que es real, no prueba nada sobre la validez de esa orientación o la verdad de sus suposiciones subyacentes. Puede haber consuelo en la cantidad, en saber que todos están aceptando la misma construcción, pero aquello no hace que la construcción sea real.

Como dijo Erich Fromm en "*The Sane Society*" (1955):

“Se asume con ingenuidad el hecho de que la mayoría de las personas compartan ciertas ideas o sentimientos prueba la validez de estas ideas y sentimientos. Nada más lejos de la verdad. La validación consensuada por sí misma no tiene relación con la razón o la salud mental. Así como existe una "folie a deux", hay una “folie a millones”. El hecho de que millones de personas compartan los mismos vicios no hace de estos vicios, virtudes; el hecho de que se compartan muchos errores no convierte a los errores en verdad, y el hecho de que millones de personas comparten las mismas formas de patología mental no hace que estas personas estén cuerdas.”

La evidencia está en la base de la búsqueda de la verdad. La evidencia es cualquier cosa que experimentamos que nos hace creer o dudar de que algo sea cierto o que algo sucedió como se describe. En el sistema legal de los Estados Unidos, hemos adoptado las reglas de evidencia del derecho consuetudinario que fueron desarrolladas durante muchos siglos desde la madre patria Inglaterra. Para ser admisible en los tribunales de justicia, un medio de prueba debe cumplir con estrictos estándares de relevancia, confiabilidad, autenticidad y verificabilidad de primera mano.

Cuando la afirmación o narración de un hecho no tiene base probatoria, en un mundo sensato no puede formar parte de la realidad. Cualquier sistema de creencias adoptado por un individuo o por una sociedad que no tenga un soporte probatorio en la base de su "realidad" debe considerarse propenso al engaño. Los delirios son juicios falsos sostenidos con extraordinaria convicción y certeza subjetiva. Son creencias intensamente sostenidas, "atascadas", impermeables a la realidad, resistentes a la experiencia contraria, al contraargumento y a cualquier consideración de evidencia.

La desconexión entre una "realidad" consensuada y una realidad probatoria está en la raíz de la enfermedad mental. Cuanto más desconectados están las dos, más evidente es el engaño, y más profunda será la enfermedad que se implanta e incrusta en el organismo que busca un sentido y su supervivencia.

## **C La Disciplina de Cuestionar Asunciones**

Un aspecto crítico de la cordura basada en la verdad es la disciplina de cuestionar suposiciones fundamentales y relatos de hechos en la búsqueda de una base probatoria. La ausencia de esta disciplina crea la oportunidad para que el engaño se apodere y tome el control.

La habilidad de usar capacidades cognitivas para cuestionar e insistir en la realidad basada en evidencia es una habilidad de supervivencia esencial que protege contra la imposición de representaciones falsas de la realidad, potencialmente destructivas o esclavizantes. Como dijo M. Scott Peck en "*The Road Less Traveled*":

"El sello distintivo de una mente sana es una voluntad inquebrantable de enfrentar toda la verdad, sin importar cuán desastrosa sea."

El rechazo a someter creencias y suposiciones a una crítica racional y lógica es un claro indicador de enfermedad mental. Esto se aplica tanto en el contexto individual -de alguien que cree ser el "profeta reencarnado"-, así también como en el contexto social de una nación belicista y genocida que cree ser la raza maestra de la justicia.

## D Individuo vs Cordura Social

Una sociedad puede facilitar o dañar la sanidad individual. Para comprender la cordura del individuo, primero debemos examinar la cordura del propio orden social al que se le solicita adaptarse. Debemos asegurarnos de que la sociedad sea íntegra o tenga algún tipo de similitud, antes de "diagnosticar" y "tratar" a los individuos. Si la sociedad está lo suficientemente enferma, puede ser una muy mala idea ir a ese médico en busca de un tratamiento o cura.

Alguien que tiene dificultades para mantenerse conectado a la tierra sobre un trompo que gira descontroladamente, no necesariamente es el culpable ni debe ser el centro de atención; nunca podrá estar sano hasta que el trompo se equilibre. Independiente de qué tan equilibrado pueda ser un individuo, se encontrará con una montaña rusa.

Eric Fromm (*The Sane Society*), RD Laing (*The Politics of Experience*) y otros, han sostenido que la locura del individuo debe verse como la consecuencia inevitable de la locura de la sociedad, y que la sociedad misma, cuando está acosada por ciertas patologías, puede volver loco al individuo.

Una sociedad sana es aquella que ayuda al individuo a continuamente dar a luz a sí mismo. Por el contrario, una sociedad enferma impide ese renacimiento continuo y coloca al individuo en un estado de alienación.

Y ¿puede el individuo funcionar de manera normal, aparentemente bien adaptado a aquel orden ser otra cosa que un enfermo? Aldous Huxley comentó lo siguiente en *Brave New World Revisited*:

"Las verdaderas víctimas sin esperanza de la enfermedad mental se encuentran entre aquellos que parecen ser los más normales. "Muchos de ellos son normales porque están tan bien adaptados a nuestro modo de existencia, porque su voz humana ha sido silenciada tan tempranamente en sus vidas, que ni siquiera luchan o desarrollan síntomas como el neurótico lo hace". Son normales, no en lo que podría llamarse el sentido absoluto de la palabra; son normales sólo en relación a una sociedad profundamente anormal. Su perfecto ajuste a esa sociedad anormal es una medida de su enfermedad mental. Estos millones de personas anormalmente normales, viviendo sin problemas en una sociedad a la que, si fueran seres humanos completos, no deberían estar adaptados."

## II LA EROSIÓN GRADUAL DE LA CORDURA

La esencia del espíritu humano arraigada profundamente en nuestros instintos, es florecer libremente basándose en la realidad veraz. Instintivamente, los humanos sabemos cuándo las cosas están fuera de sincronía con la verdad y el orden natural. Al menos a un nivel profundamente subconsciente, los humanos pueden detectar la falsedad, en las familias, en las escuelas, en la sociedad y en el gobierno y los medios de comunicación.

Estar obligado de alguna manera, consciente o inconscientemente, en adaptarse a representaciones de la realidad que son flagrantemente contrarias a la verdad va en contra de la naturaleza humana, contraviniendo el instinto, sentido común y la lógica, al punto de crear subconscientemente una discordia venenosa y resentimiento que carcome el cuerpo humano, la psique y el alma. En nuestras profundidades habita la discordia, en gran medida negada e incomprendida, pero que actúa sobre nosotros, desgarrándonos y retorciéndonos y deteriorando nuestra salud física y mental.

Cuanto más flagrante sea la falsedad, y más malvado lo que se oculta, más demente será la adaptación. La enfermedad se agrava y nos carcome, comprometiendo nuestras capacidades de detección de peligros y causando fugas y rupturas en ésta o aquella enfermedad o trastorno, y a menudo, produciendo pensamientos y comportamientos considerados "aberrantes", por no encajar en la "normalidad", que no es más que un encierro psicológico severo. Cuando ese engaño consiste en ocultar un espantoso yo, de la naturaleza más desesperada, entonces, el grado de distorsión e inevitable fuga que desgarrar y descomponer toda la sociedad se vuelve extremo.

Encerrados en una prisión de engaño, se nos limita constantemente a convertirnos, despojados de la búsqueda del potencial humano ligado a la verdad. La espontaneidad y la alegría de la exploración, son ahogadas y superadas por la descomposición y ruina del cuerpo humano, mente y espíritu.

La adaptación a la falsedad es un proceso gradual que va en aumento. Comienzas con la mentira de leve impacto y aumentas el grado del engaño; lo maligno está siendo oculto, así como la renuncia a la oportunidad de darse cuenta del verdadero potencial humano. La escalada gradual de

la realidad a lo falso y malvado, y lo verdadero y bueno, es un progreso: toma un cierto tiempo convertirse en un hombre hecho y derecho.

Muy importante en el proceso de adoctrinamiento o condicionamiento a lo falsificado y a lo bueno, es aumentar la improbabilidad de las representaciones de la realidad, lo que sirve para adormecer y atontar la aceptación masiva. Se nos enseña a no creer en nuestros sentidos. Aprendemos a no mirar, a no involucrarnos mentalmente, hasta que la función cognitiva y la conciencia quedan abrumadas. El proceso de adormecimiento cognitivo avanza con falsedades sucesivas que son cada vez más obvias.

En algún momento, superar el pensamiento y el instinto requiere una aceptación casi consciente de la voluntad. Cuanto más evidente sea el engaño, más procesará la mente consciente, y se apropiará de la adaptación a aquello y al engaño mismo; cuanto más sincronizado e irrevocablemente enraizado se vuelve el adaptador, más arraigado se asienta el engaño.

Cuanto más uno se acopla a la irrealidad, y cuanto más masivos se vuelven los engaños, más envenenado y retorcido se torna el individuo y toda la sociedad, aceptando el confinamiento del alma humana, el engaño y el encubrimiento.

En algún momento, la obviedad del engaño requiere hacer preguntas. Nos encontramos en una encrucijada. Al permanecer en silencio, decidimos adaptarnos no tan inconscientemente. El no hacernos preguntas se convierte en complicidad en los crímenes y encubrimiento. Adaptarse a los falsos constructos de la realidad se convierte en parte de la identidad medida que nos hacemos cómplices del próximo engaño, cada vez más escandaloso. En el fondo, cada sujeto sabe que al hacerlo estamos traicionando nuestra naturaleza humana por la verdad, la bondad y la armonía con el orden natural y nuestra oportunidad de llegar a ser.

### III EL ESPECTÁCULO AMERICANO IRREAL

#### A. Doce Pasos de la Delirante Generación “*Baby Boomer*”

La mayoría de la gente tiene comprensión bastante buena, no a nivel subconsciente superficial, si no por un enfoque consciente y claro, de que en los “acontecimientos” más significativos en el transcurso de los últimos setenta y cinco años que conforman la historia de EE. UU., y que dan forma a nuestra cultura, moral y visión del mundo, nosotros, la ciudadanía, hemos sido engañados constante y gravemente por nuestro gobierno y medios de comunicación, quienes trabajan por un interés común.

La realidad y el orden social de los Estados Unidos se basan en engaños grotescos y obvios, llenos de imposibilidades -como de historietas gráficas- a las que nosotros, el pueblo, nos hemos adaptado fácilmente, y en el proceso, nos hemos implicado cada vez más, y hemos colaborado con el estilo o formas americanas, aquí y en todo el mundo, y al final, comprometimos nuestras propias almas. Confiamos en los medios de comunicación en cada trama o historia de hoy, a pesar de que se nos ha demostrado constantemente a lo largo de nuestras vidas que nos han mentido en las cosas más importantes, siempre: la naturaleza de un mundo de psicópatas, 75 años más allá de los sueños hitlerianos más salvajes: todos son mitos, nada más, ahora firmemente arraigados en la mente triturada de Estados Unidos, incompatible con la evidencia y ocultando una realidad mucho más grave que la línea de la historia.

#### 1 ABAJO CON LOS KENNEDYS

- **OSWALD DESDE ATRÁS/ JFK 1963**

Asesinato del presidente, por un "pistolero solitario que, disparando balas desde atrás”, con un rifle antiguo, desgarró su cabeza impactando desde el frente.

- **SIRHAN DESDE EL FRENTE / RFK 1968**

Asesinato de quien sería nuestro próximo presidente, por el demente y enloquecido sirio Sirhan, el “pistolero solitario disparó desde el frente”, cuando “la única causa de muerte” -según el informe

oficial de la autopsia- fue una bala disparada por detrás de la oreja derecha, desde una pistola sostenida a menos de una pulgada de distancia, justo donde se ubicaba el guardaespaldas asignado especialmente, T.E. César; ni siquiera revisaron su arma. Otras dos balas del mismo calibre impactaron a Kennedy, ambas también disparadas desde atrás, una atravesó su hombro y la otra se incrustó en su columna vertebral. Aun así, el sirio se mantuvo inmóvil totalmente frontal, nunca titubeante, aún sentado, aún quieto, por siempre inocente y nunca más libre.

## **2        ¿ELLOS DISPARARON PRIMERO! / LA MALDICIÓN A VIETNAM 1964**

La historia (altamente controvertida) dice que hubo un "ataque sin provocación previa" por parte de las fuerzas de Vietnam del Norte en contra el destructor USS Maddox, que patrullaba pacíficamente en el Golfo de Tonkín, frente a la costa de Vietnam del Norte, lo que justificó la invasión de los Estados Unidos para "salir en defensa" a nuestros nuevos aliados amantes de la democracia de Vietnam del Sur, manteniendo a raya a las demás naciones que caerían en la invasión comunista, una tras otra, en los días álgidos de la "Teoría Dominó", y finalmente, terminando en la ignominiosa derrota militar con la caída de Saigón más de una década después.

Hablamos de la Guerra de Vietnam como una tragedia para las vidas estadounidenses, sin mencionar ni siquiera una disculpa por los millones que murieron bajo las balas y bombas estadounidenses, sus armas químicas, y los escuadrones de tortura y asesinato. ¿Con qué fin? Sin embargo, fue una gran victoria para los "Industriales Militares", aquellos de los que el presidente Dwight David Eisenhower nos advirtió en su discurso de despedida del 17 de enero de 1961.

## **3        EL TIPO BARBUDO EN LA CUEVA EJECUTA EL 11 DE SEPTIEMBRE**

"*¡Sólo un hombre fue capaz!*", la frase inmediata y universalmente proclamada, el "barbudo" Bin Laden, orquestando la mayor derrota de los Estados Unidos en la historia; en un día en el que el sistema de defensa aérea estadounidense estaba desconectado. Con "aviones comerciales" que desafiaron la física, cortando a través de los edificios de acero y hormigón armado más fuertes del mundo, desintegrando las torres hasta colapsar en caída libre a la aceleración de la gravedad, dejando grandes cerros de polvo. Con "aviones comerciales" que se estrellaron sin dejar rastro de fuselaje o de restos humanos, ya sea en el agujero vacío en el suelo en Shanksville, o dentro o fuera



del agujero de entrada del "avión" del tamaño de un misil que penetró la fortaleza del Pentágono a nivel del suelo.

Una visión alternativa adoptada por gran parte del mundo es que el 11 de septiembre estadounidense fue un ataque masivo contra los Estados Unidos, con la incineración holocaustico de miles, en un acto de traición perpetrado por poderes maléficos, con actores principales cómplices siendo el Presidente de la Nación, su Vicepresidente, y los Secretarios de Defensa y de Estado (Bush, Cheney y Rumsfeld -respectivamente-); aquellos que gritaron más fuerte desde el gobierno y la prensa inmediatamente gritaron sobre “el barbudo habitante de las cavernas culpable”; de hecho, eran los perpetradores del acto que ahora insistían en cazar a los terroristas (el “otro tipo”) e instalar un Nuevo Orden Mundial sin libertades civiles para los estadounidenses. Esto nos trae recuerdo sobre el discurso de JFK del 27 de abril de 1961 (100 días después del último de Eisenhower), advirtiéndonos de las *"sociedades secretas malvadas entre nosotros que intentan controlar el mundo"*, y asegurándonos que nunca prevalecerán.

#### **4 LA GUERRA CONTRA EL TERROR dentro y fuera del país**

El relato dice, que a pesar de que estábamos equivocados, creíamos de buena fe en el momento de la emergencia del 11 de septiembre -referido previamente-, que Saddam era una amenaza existencial para el mundo, que estaba en estrecha relación con el maldito Bin Laden, tenía en sus manos armas de destrucción masiva, además de la amenaza inminente de usarlas contra Estados Unidos y nuestros aliados, de modo que no tuvimos más opción que invadir, cazar y ahorcarlo. Lo mismo en Libia: teníamos motivos para creer que Gadafi era una grave amenaza, por lo que también tuvimos que atacar de forma preventiva allí; había que masacrarlo en las calles a la vista de todos; "llegamos, vimos, él murió", explicamos al mundo.

Tenemos enemigos dondequiera que miremos, y siempre tenemos motivos para invadir y saquear a voluntad, persiguiendo a los "terroristas" dirigidos por “el tipo barbudo en la cueva”. Este tipo de historias justifican nuestro terrorífico "no tuvimos otra opción", nuestro ingreso a un país y matar y masacrar, Dios mío, ¿qué hemos hecho? para liberar a la gente allí, quienquiera que quede, por la democracia, o algo así...

¿Y el resultado? El asesinato de millones de personas, país tras país en Oriente Medio destruido en pedazos, regímenes sustituidos, generaciones arruinadas; “La Forma Americana” (*The American Way*): “Sí, todo valió la pena”. Y más aún, tenemos motivos para sospechar que los peores terroristas están entre nosotros, la variedad doméstica que se atrevería a cuestionar las historias, lo que requiere nuestro saludo a la desvergonzada destrucción de las libertades civiles por la Ley Patriota, con un cierre permanente de los aeropuertos y las ondas de radio en busca del terrorista interno.

Una visión alternativa opina a partir de la evidencia disponible de que los Estados Unidos están en manos de un grupo terrorista con capacidad mundial, cuyas inmensas armas de engaño y destrucción masivas apuntan ahora a nosotros, el pueblo. ¿Qué te parece eso?

## **5 LA GUERRA CONTRA LAS DROGAS**

La historia es, que debemos proteger a nuestros niños con intensos esfuerzos gubernamentales de prohibición y control de drogas; que pretendemos erradicarlas por completo; y que, sin leyes estrictas contra las drogas, nuestra sociedad estaría mucho más arruinada y plagada de aquellas.

Los escépticos basados en la evidencia llaman a la “Guerra contra las Drogas” una guerra contra las libertades personales y el derecho a controlar lo que entra en su propio cuerpo, efectivamente una guerra contra el Pueblo consumidor de drogas. Insisten forensemente en que Estados Unidos controla efectivamente la mayor parte de la producción y distribución mundial de las drogas más peligrosas, hasta distribuir las en las calles en todo el territorio nacional. Con una producción récord de heroína y cocaína altamente centralizada en “nuestro” Afganistán (¿nos “retiramos”, cierto?) y “nuestra” Colombia, con montañas de opiáceos sintéticos y sustancias relacionadas producidas por las grandes farmacéuticas respaldadas por la FDA (Food and Drug Administration) y la AMA (American Medical Association); el resultado es la subyugación y ruina de las mentes, cuerpos y futuros de los estadounidenses.

Mientras, persistimos con la criminalización de la marihuana, una hierba natural que promueve la tranquilidad y la reflexión, tradicionalmente utilizada por pueblos de todo el mundo para fines cognitivos, medicinales y espirituales. Y al hacerlo, inevitablemente presentamos a nuestros hijos

el portafolio completo y desagradable del traficante que destruye el cuerpo, la mente y las aspiraciones humanas, desde la dependencia hasta la perdición.

Al mismo tiempo, santificamos la llamada a otra ronda de cócteles, que golpea hundiendo el cerebro en el cráneo, adormeciéndolo y disminuyendo el consciente y la conciencia: lo que muchos llaman la droga más destructiva de todas, el alcohol, respaldado, masivamente adorado y consentido ritualmente, causando un masivo daño cognitivo, y la capacidad y disposición a descifrar las historias o relatos y detectar la realidad.

Mientras tanto, el empuje agravado de las "vacunas COVID" y los refuerzos que tienen como objetivo inculcar en la ciudadanía -especialmente en la juventud- una mentalidad de "¡sólo diga sí!", que acepta la idea de que tomar drogas, incluso mediante inyecciones de "vacunas", es una especie de solución para la salud, mientras al mismo tiempo se oculta el hecho de que las vacunas se han convertido en sospechosas principales del aumento explosivo de las "muertes repentinas de causa desconocida" que están surgiendo repentinamente a nuestro alrededor.

## **6 EL "5G" ES BUENO PARA TI**

La historia principal es que la tecnología "5G" es una maravilla de las comunicaciones, con un impacto tóxico insignificante o nulo en los humanos y la naturaleza. En desafío, una multitud de expertos científicos con un sinnúmero de acreditaciones -e independientes-, asegura que el 5G es principalmente una tecnología militar de vigilancia y control que emite radiación de microondas extremadamente peligrosa que está enfermando, debilitando y matando al humano y a la naturaleza, dañando irreparablemente en poco tiempo la capacidad cognitiva humana y funcionamiento reproductivo.

## **7 EL CAMBIO CLIMÁTICO ES REAL "LOS CHEMTRAILS NO SON ALGO REAL"**

El relato dice "Estamos quedándonos sin petróleo y gas, además que los combustibles de carbono han arruinado nuestro hermoso medio ambiente -de una forma u otra-, desencadenando un cambio permanente en el clima que destruirá el planeta y toda la vida en poco tiempo". La solución, dicen, es que debemos y podemos cambiar impetuosamente a fuentes de "energía renovable", siempre

limpias y verdes, al rescate. El viento, el sol, la geotermia y otras fuentes que representan solo alrededor del 10% de los requisitos totales de energía en la actualidad dejarán al petróleo y al gas en el camino, en poco tiempo. Estos mismos agentes climáticos sofisticados niegan enfáticamente la existencia de otros contribuyentes a nuestro creciente desastre ambiental, gritando con entusiasmo y júbilo, "¡Los *Chemtrails* (estelas químicas en el cielo) no son una cosa real!"

Los escépticos basados en la evidencia responden con "*Oh, baby...*", una nación que mira hacia abajo sus teléfonos móviles y nunca más hacia arriba para ver y preguntar respetuosamente, "¿Qué diablos es lo que siguen rociando ahí arriba, casi todos los días ahora, en todas partes?", llámalo "cristales de hielo" para siempre, y no te preocupes por la toxicidad acumulativa de nano-partículas de metales, polímeros y tensioactivos que aparecen en las pruebas de suelo y aire (y que figuran en "la declaración confidencial de ingredientes de sembrado de semilla de nubes del clima nacional", nunca producida o comunicada públicamente) que se inhalan con cada aliento, y del cual, también insisten, corresponde al contribuyente más devastador al deterioro climático en curso, mal llamado "cambio climático". Además, insisten que las "energías renovables" son mucho más costosas y perjudiciales para el medio ambiente que los combustibles fósiles, y que el consumo de petróleo y gas continuará siendo esencial para la minería, fabricación y operación de los sistemas de "energías renovables", y que las grandes petroleras (*Big Oil*) son a su vez los mayores inversores de la industria de energía renovables (*Big Renewable*).

Dada la gravedad de este desafío, acaso ¿no exigiría una sociedad sensata un examen excepcionalmente minucioso, antes de aceptar lo que los intereses creados promueven oficialmente?

## **8 ATERRIZAJE EN LA LUNA: LA NASA Y EL PROGRAMA ESPACIAL**

El relato dice: "Hemos ido a la luna". Por lo tanto, tenemos el aterrizaje en la luna y la exploración en Marte con el *rover* marciano; una estación espacial internacional tripulada, con transbordadores que viajan frecuentemente de ida y vuelta a la Tierra; Oh, Elon! Musk y su *Space X* haciendo el sobrevuelo; constantes lanzamientos de esto y aquello (nunca vistos por nadie); y ahora la Fuerza Espacial, la poderosa rama militar dedicada a recorrer, patrullar y proteger, allá afuera.

Los escépticos basados en la evidencia insisten en que no es verdad nada de esto: todo es pura ficción al estilo de *Flash Gordon* que proporciona otra fuente masiva de fondos gubernamentales, para siempre fuera de la fiscalización de los contribuyentes, en manos de los más despiadados terroristas y extorsionadoras de la historia que tienen un control asfixiante sobre las mentes humanas y el destino de los estadounidenses.

¿Cómo podría uno saberlo con seguridad? ¿En quién se puede confiar?

## 9 NUESTRA ESFÉRICA TIERRA Y SU ANTÁRTIDA ALLÁ ABAJO

En este punto, cualquier creencia dominante o "argumento" sobre cualquier tema o línea de relato, por muy fuertemente que sea sostenida por millones de personas durante décadas o incluso siglos, que hoy en día esté siendo cuestionadas por un número significativo de escépticos basados en la evidencia, en todas partes, jóvenes y mayores por igual, debe, como una cuestión de cordura y supervivencia, ser permitida en un discurso y debate libre y plenos. El hecho de que la respuesta de la corriente principal u opinión mayoritaria a aquellos llamados despectivamente como "terraplanistas" haya sido tan virulenta y nada más que un ataque de falacia argumentativa *ad hominem*, huele a otra construcción fraudulenta que se está incorporando en la mente temerosa de las masas. ¿Qué podría ser tan peligroso o aterrador sobre examinar cuidadosamente la evidencia? ¿Qué tan difícil sería obtener una foto o video desde la cubierta de la nave espacial, si están allí arriba y tienen con ellos esa tecnología del siglo XX llamada cámara fotográfica? o, ¿qué tal una vista giratoria de 360 grados tomada desde un dron, sobrevolando y rodeando toda la Antártida? ¿Secretos de estado?

## 10 COMIDA BARATA

La historia dice que, la humanidad está creciendo en número (y tamaño) y que las tierras agrícolas están agotadas, por lo que alimentar a la población del planeta de manera asequible, requiere una producción agrícola intensiva a gran escala, así como la maximización de los rendimientos de los cultivos solo posible a través del uso controlado de fertilizantes químicos y pesticidas y el uso de semillas genéticamente modificadas.

Los escépticos basados en evidencias insisten en que todo eso ha fracasado enormemente, que la mayor parte de las tierras agrícolas de Estados Unidos han sido despojados de sus nutrientes naturales y han sido gravemente envenenadas, ahora están produciendo granos y animales, alimentos cargados de glifosato y otros venenos mortales que están devastando a las familias estadounidenses, causando graves enfermedades y muertes prematuras con costos abrumadores para el "cuidado de la salud". Insisten en que, cuando se mide en forma honesta los valores nutricionales, la comida estadounidense puede ser la más cara "por nutriente" de cualquier país en la historia, y que esa realidad está siendo ocultada por conspiradores y estafadores de la industria y el gobierno. También señalan que con la eliminación de la comida chatarra (¿el 80% de la tienda de comestibles?), habría suficiente capacidad en las granjas estadounidenses para producir alimentos orgánicos verdaderamente saludables cuyo costo real sería mucho menor que el de actuales alimentos, disminuyendo los gastos en atención médica necesarios para la cobertura de síntomas causados por enfermedades atribuibles a los alimentos envenenados.

## 11 ¡AY, “CORONA”!

El relato principal de "COVID-19" de los gobiernos y los medios de comunicación es la siguiente: hay un virus invisible en el aire sin control, con innumerables nuevas variantes que nos llegan, que causan enfermedades graves y mortales que se propagan a través de las comunidades, de persona a persona, por “contagio”; que las medidas impuestas por el gobierno al público, como el aislamiento, el distanciamiento y el uso de mascarillas, son seguras, efectivas y necesarias para "mitigar la propagación" y proteger la salud; y que la “solución final” es la vacunación completa y continua para todos los miembros de la sociedad.

Existe una disidencia profesional significativa -basada en la evidencia-, que insiste que el COVID no es más que una gran ilusión y engaño, también conocido como “la estafa de COVID” (*covidScam*); que ningún aspecto de esa narrativa central de COVID soporta el escrutinio probatorio; que las tasas de decesos anunciados por causa de COVID están tremendamente manipuladas y exageradas; que la mayoría, si no la totalidad de los exámenes médicos, los tratamientos y las terapias son perjudicialmente defectuosos y fraudulentos, que carecen absolutamente de valor, y en muchos casos son seriamente peligrosos para la salud; que todas las

medidas impuestas por el gobierno han sido significativamente destructivas para la salud mental y física; que los supuestos "síntomas de COVID" están relacionados causalmente no con un virus con fisiónomía en espiral, sino con otros agentes que han sido ignorados u ocultos por la fiebre del *covidScam*; y que las vacunas contra el COVID no tienen ningún valor para la salud, sino que son excepcionalmente peligrosas para todos, devastando el cuerpo y la mente, y enfermando, incapacitando y matando a muchos, en cantidades vertiginosas.

Los mismos escépticos basados en la evidencia insisten en que la estafa de COVID demuestra que el sistema de salud o atención médica estadounidense está en un estado de *shock*. Todos los fundamentos de la salud humana natural han sido dejados de lado, despreciados e incluso criminalizados, tal como lo definen.

La medicina moderna descubre cada vez más y más enfermedades, físicas y mentales que requieren una batería de medicamentos de las grandes farmacéuticas que sirven para debilitar y desintegrar el cuerpo y la mente. Con cada trastorno ya existe una solución farmacológica. Y los resultados: la atención médica estadounidense desde cualquier punto de vista, es como mucho la peor, y más cara en la historia de cualquier nación.

## 12 TIROTEOS MASIVOS

La narrativa común principal sobre los tiroteos masivos, insiste en que los estadounidenses somos un grupo enfermo, odioso, racista y vengativa, propenso a la violencia súbita y a menudo dispuestos a sacar nuestra variabilidad de perturbaciones internas, el uno al otro mediante el uso de armas de fuego en forma de "tiroteos masivos". Muchos de estos tiroteos reportados en Estados Unidos han tenido lugar en escuelas, cada uno típicamente con múltiples muertes y lesiones graves reportadas.

Benjamín Franklin sostuvo que la primera responsabilidad de cada ciudadano estadounidense es cuestionar la autoridad, especialmente en los asuntos más controvertidos. Con este espíritu, existe un creciente desafío legal y forense a la narrativa oficial que cuestionan por qué todos estos tiroteos masivos informados tienen algo sorprendente en común, es decir, la ausencia de cualquier evidencia admisible en la sala de un tribunal que pueda respaldar la historia, específicamente: No

hay certificados de defunción en el registro oficial del gobierno, no hay nada “rojo” en ninguna parte, ni ambulancias que vociferen desesperadamente, ni videos de cámaras de seguridad del lugar del delito, ni videos de teléfonos celulares de personas muertas o heridas, ni gritos de los heridos y moribundos, ni disparos que se escuchen, ni padres angustiados, ni sobrevivientes en estado de *shock*, no hay información de hospitales ni escenas de heridos llegando al hospital, no hay equipos de limpieza profesionales en los sitios de sucesos violentos. Nada más que informes de tercera mano que contienen rumores sobre rumores sobre rumores -testimonios inadmisibles judicialmente- (*hearsay*). A partir de esto, estos dudosos basados en la evidencia plantean la posibilidad de que los tiroteos masivos estén siendo fabricando por aquellos con agendas de engaño, subyugación y terror, para lograr que el público acepte cualquier cosa que se diga o defina qué es la realidad, independientemente de la ausencia flagrante de evidencia. La intención también, sugieren, es crear en las masas el miedo y aversión por la Segunda Enmienda -de la *Bill of Rights* de Estados Unidos-, buscando despojar a los ciudadanos de las armas y silenciar la disidencia, incluso hasta el punto en que aún el cuestionamiento y dudas basadas en hechos de una historia establecida es universalmente condenada como una forma de terrorismo doméstico en lugar de ser bienvenido como un discurso disidente de libre expresión, esencial para la verdad y la democracia. Estos mismos interrogadores dudosos señalan que la sorprendente ausencia de evidencia sugiere que los estadounidenses no pueden ser tan hostiles, racistas o de gatillo fácil, sino más bien, pueden ser respetuosos y apreciar las diferencias en los demás, y ser excepcionalmente responsables cuando se trata del ejercicio de los derechos de la Segunda Enmienda. ¿No sería eso algo significativo?

¿Qué significa para la cordura y la supervivencia de una nación, la naturaleza del tema que se describe tan sensible como para condenar y excluir la fiscalización pública legítima sobre crónicas de terror tan incompletas e improbables, pero informadas al unísono por todos los canales?

¿Es Estados Unidos sólo una nación de mentiras? La adaptación ciega y pronta de todo un pueblo a ésta “sucua docena” de "increíbles" -o cualquier otro relato o historia significativa y obviamente fabricada, que esconde lo inmensamente nefasto-, sirve para llevar a la humanidad al borde del abismo, en nuestra vida y bajo durante nuestra guardia. Cada intento del Cuestionador Americano



de investigar la evidencia es despreciado, menospreciado e incluso amenazado como terrorista, acompañado de ataques *ad hominem* como "teórico de la conspiración" -la adaptación moderna de la palabra "N"-, lo que resulta en la negación de la realidad verificable. La negativa a desafiar los supuestos fácticos sobre todo o cualquier cosa, en última instancia, provoca la extinción de la especie, también conocida como la locura *peak* o máxima: Un trompo que gira lejos, muy lejos de su centro, eventualmente cae.

Sobre todo lo anterior y mucho más, estrangulando y matando con cualquier posibilidad que la genialidad humana, la creatividad e innovación nos conduzcan hacia un destino en línea con nuestro verdadero carácter de armonía y hermandad, lo que solía conocerse como el estilo americano.

Con cada evento empeorando, y la completa ausencia de cualquier soporte probatorio, sin ningún desafío de las masas, ¿cuál puede ser el pronóstico?

## **B     ¿Por Qué No Confrontamos?**

Lamentablemente, para muchos o inclusive la mayoría de nosotros, la cognición humana ha sido seriamente erosionada o derechamente desintegrada. Hemos perdido la capacidad de detectar incluso los más obvios engaños. Ya sea debido al constante golpeteo de la propaganda de la "gran mentira", las vacunas contra el COVID, la radiación inalámbrica, los medicamentos y un sinnúmero de otros para estabilizar el estado de ánimo, los alimentos transgénicos tóxicos, la obesidad o la dosis diaria de alcohol para atontarnos, el resultado es la supresión de la cognición y una voluntad abrumada. En este punto, todo y cualquier cosa a través de la realidad manipulada es posible de lograr aquí en "Gringolandia". Cuanto más grande y obvia la mentira, más profundo será la auto traición; más profundo se arraigará, más enfermo será el que se arraigue. Uno se pregunta si esto será exactamente lo que el director de la CIA, William Casey, cuando previó y comunicó, allá cuando asumió en el '81:

"Sabremos si nuestro programa de desinformación está completo cuando el público estadounidense crea todo lo falso".

Además, los estadounidenses son excepcionalmente ingenuos, orientados a confiar en la autoridad como si fuera bienintencionada y veraz. La noción de que nuestro propio gobierno se ha vuelto contra nosotros, "el pueblo", y esté infligiendo todos los daños colaterales en nuestro nombre es demasiado horrible de contemplar. Entonces nos aferramos a la realidad construida. Nos volvemos contra nuestros instintos y tratamos de sobrevivir en la furia cegadora de la negación, "no puede ser...", por lo tanto, aceptamos la trama puesta. Instintivamente sabemos que la verdad que se oculta bien podría ser extremadamente espeluznante de modo tal que no queremos entenderla, y entonces la próxima crónica se vuelve aún más increíble y espeluznante.

La vergüenza y culpa nos abruma con el reconocimiento de que nuestra supervivencia puede estar en el punto de mira; de estar al borde de la extinción debido a lo que ha sido obvio todo este tiempo; y que, en lugar de desafiar la narrativa en cualquier momento, hemos sido participantes voluntarios en el proceso de hacer que una irrealidad destructiva se convierta en la nueva norma.

Nos encontramos atrapados en un mundo de miedo -si no nos adherimos, podría ser peor. La preocupación es que ya es demasiado tarde, que el mal es tan masivo y corrompido que el simple acto de enfrentarlo puede causar que explote y cause el final del juego, cuando podríamos haber sufrido solos .... "Al menos tenemos eso", incluso si es un mundo en el que el gobierno toma el control del cuerpo y la mente, para siempre. "Deja que los perros dormidos descansen" es la postura mental -excepto que los perros sucios no están durmiendo-.

Sí, Mark Twain dijo: "Es más fácil engañar a las personas que convencerlas de que han sido engañadas". Ahora preferiríamos continuar la farsa en lugar de examinarla de cerca. No queremos conocer los detalles porque si lo hiciéramos, tendríamos que enfrentarnos a nosotros mismos, sí, al sentimiento de culpa y vergüenza, pero incluso más, el terror más profundo es el miedo interior, a la nada existencial, al colapso existencial. Muchos preferirían aferrarse a la irrealidad adoptada y hundirse en aquella antes de enfrentarse a lo que podría llegar a ser la vida si se basara en la verdad y la moralidad. ¿Qué tan aterrador es? ¿Te imaginas?

Además, hay muchos entre nosotros -quizás todos nosotros hasta cierto punto-, que reconocen bien el engaño del relato, pero que lo negarán abiertamente, apostando a que se mantendrán a salvo "cooperando", manteniendo la cabeza baja y fingiendo que todo está bien, "Podemos superar

esto...". Venderían gustosamente el potencial humano y se conformarían con la farsa y la mediocridad. La gente negará la realidad concreta e irrefutable, e insistirá en lo irrefutablemente irreal si están lo suficientemente comprometidas con la línea del partido, incluso si existe el riesgo descaradamente obvio e innegable de suicidio total.

Muchos creen que pueden ganar algo con ello. Desarrollan intereses en la continuación del engaño y creen que están dentro de la historia -protegidos-, y saldrán relativamente ilesos en comparación con las masas y especialmente con aquellos que resisten o se oponen a la adaptación masiva, que no se adhieren. También creen que no hay vuelta atrás, que ya están demasiado comprometidos, incluso dispuestos a correr el riesgo de que el barco se hunda, junto con ellos y sus familias.

Y así, parece ser que éste es el carácter estadounidense, acabar con civilizaciones y el planeta antes de “confesar”. Aquellos que son más cómplices, los más rápidos en haberse adaptado, creyeron falsamente que estarían dentro del relato y lo superarían con seguridad; ahora en su gran mayoría están vacunados, y ven y sienten cómo ellos y sus hijos se están hundiendo. Este grupo es resentido e incluso vengativo, potencialmente violento, no contra los perpetradores, sino contra aquellos que expondrían al fraude y su complicidad, aquellos que le arrancarían las máscaras de engaño y dejarían al emperador rechoncho, desnudo y avergonzado.

Por último, también está lo que se conoce como el “*Human Lemming Effect*”, el firme agarre a estructuras falsas de realidad incluso sabiendo que al hacerlo, están arriesgando su propia destrucción. Prefieren quedarse con la locura incluso sabiendo su falsedad, y en lugar de enfrentarse a la realidad que podría salvar el día. Se niegan a mirar de cerca, apostando en contra de la ocurrencia del fin planetario en nuestras vidas, y si llegara a ser así, al menos “estamos todos juntos en esto”. Contrariamente al mito popular, los *Lemmings* no se lanzan por el precipicio "todos juntos ahora" hacia su desaparición, ya sea de forma voluntaria o instintiva. Lo hacen solo cuando los arrojan desde una pala frontal y los lanzan por el acantilado, y sus pequeños cuerpos caen en caída libre, rebotando contra las rocas, golpeados y rotos en la representación falsa de Walt Disney llamada “White Alaska”. Pero, resulta que los seres humanos sí lo hacen, tomamos "consuelo en los números".

Para aquellos que pueden vivir con eso, ¿cuál es el pronóstico?

## C El Problema de Proclamar

Los estadounidenses son excelentes en las expresiones de simpatía y apoyo a la noción de que la enfermedad mental abunda a nuestro alrededor y empeora cada día, según el mensaje. Somos especialmente sensibles a aquellos que entre nosotros se están desmoronando en diversas formas y por diversas razones o ninguna razón, a quienes determinamos tener problemas de salud mental que justifican la clasificación del enfermo mental. Sé testigo de proclamaciones en todo el país como “el Mes de Concientización sobre la Salud Mental” y la financiación de organizaciones como NAMI (National Alliance on Mental Illness). Pero cuanto más financiamos, más amplio y profundo se extienden las enfermedades mentales.

¿Y la noción de que la concientización sobre la salud mental podría significar mirar que la locura de la sociedad está en la raíz de la aberración individual, específicamente, la locura aguda del proclamador? - "*Nunca más*". Para aquellos que no pueden soportar la decepción, aquellos cuyas almas no serán corrompidas para cumplir con la irrealidad cada vez más demente y adormecedora, la clasificación como enfermo o desordenado mental es una afrenta ignorante que elude la causa fundamental que es la enfermedad mental de un pueblo que aceptaría y se adaptaría tan fácilmente a la falsedad obvia que conduce a su declive. Ser diagnosticado por una normalidad desviada, como aberrante - ¿Qué te parece?

Aquellos que no encajan en la modalidad "normalizada" no deben mirar los métodos de la sociedad enferma como una receta para la recuperación. Al final, resulta que “El Proclamador” solo quiere atontar al tonto, pero no todos querrán, podrán o deberán jugar ese juego. Aquellos que pretenden tratar de entender y vienen al rescate son muy a menudo los más enfermos y peligrosamente incompetentes. Al clasificar como "enfermos" a aquellos que luchan con la turbulencia insana, podemos mantener nuestro mundo confinado, en nuestros términos, y evitar enfrentarnos a la falsedad subyacente y nuestra complicidad en el encubrimiento. Sacrificamos lo más vulnerables para renunciar a su preciosa singularidad y los presionamos para que "encajen" en el mundo fundamentalmente enloquecido y "normalizado", satisfechos de encadenar a los considerados inadaptados a ese falso paradigma, por la vida, con el verdadero potencial humano sabotado y sin destino.

Cualquier psicología que intente adaptar a una persona para encajar en el gran engaño, no es nada más que un fraude y debe ser repudiado por completo.

En realidad, el proceso de ser sensible y preocuparse por los enfermos mentales, es uno que agrava la incrustación de la falsedad mientras se protege la complicidad del Proclamador. Aquellos que comunican con más fuerza ganan estando en el interior; el *status quo* les sirve: "Nosotros somos los normales y ustedes son los mentalmente enfermos", cuando la verdad es lo contrario. Resulta que nuestra sensibilidad en realidad no es más que una fachada falsa que castiga y confina a los llamados enfermos mentales, les niega su experiencia y resguarda a la sociedad cómplice de enfrentarse la verdad en la raíz del "trastorno mental". Para la persona debidamente proclamada como "perturbada", existe una gran tristeza, sabiendo en lo profundo que nunca habrá una verdadera rendición de cuentas, que nunca se les dará la oportunidad de florecer y crecer libremente, y que tendrá que resolverlo sólo, si es que vale la pena. Para desenredar su lucha requiere primero abordar aquellas de la sociedad.

La verdad es que aquellos que no están de acuerdo con el "Engaño Central" son considerados los más enfermos, los que insisten en ver claramente a través de la niebla de la máquina que se emite constantemente. Pero, ¿qué ocurre con aquellos que no son capaces de adaptarse a una sociedad enloquecida y que se rompen en el intento? ¿Eso, los vuelve locos?

Para muchos, el patrón proporcionado por nuestra cultura de "realidad falsa consensuada" no funciona. Entre este grupo, a veces encontramos personas con más integridad y sensibilidad que la mayoría, por eso mismo son incapaces de aceptar el opiáceo cultural, al mismo tiempo que no son lo suficientemente fuertes y saludables para vivir sanamente "contra corriente", lo que resulta en un comportamiento distorsionado y aberrante que llamamos "trastornos mentales"; cuando en realidad la gran locura es la sociedad desesperadamente fuera de control la que obliga a la adaptación deshonestas. Así es que el individuo visto como más aberrante, según lo definido por los médicos de la normalidad, puede ser la más sana y cuerda. Acaso, ¿no es la depresión una sensibilidad o conciencia natural y lógica, basada bioquímicamente, a un nivel no tan subconsciente, del vacío existencial y a la ausencia de significado y la locura implícita en sentirse impotentemente obligado a adaptarse a un orden social basado en el engaño masivo y el

encubrimiento de delitos graves cometidos en nuestro nombre que niegan para siempre el verdadero potencial humano?

Desde el primer momento de la vida, el ser humano se está adaptando para negar sus sentidos, percepciones e instintos de supervivencia, y a confiar y sustituir en su lugar esta construcción de realidad falsa. La sensación de falsedad junto con la incapacidad de abordarla y la necesidad de conformarse y adaptarse es el germen de la "locura" individual.

Proclamamos sensibilidad hacia los trastornos mentales, hacia aquellos que son "extraños", sin embargo, cuando alguien que nunca será de la corriente principal grita en la oscuridad, y pide mirar lo que es real, buscamos rechazar y silenciarlo, desalentar y flagelar a los de voz solitaria. Así, cuando los niños ven a los "aberrantes y extraordinarios" siendo tan despreciados, aprenden a permanecer en la corriente principal, confinados -si es que pueden soportarlo-. Los más vulnerables a la distorsión son los hijos de padres que se han adaptado conscientemente a la falsedad retorcida. Los niños pueden detectar y ver a través, pero al final aquello se convierte en una guía que a su vez seguirán, y su enfermedad sufre agravada por el conocimiento sobre que es el progenitor quien les traicionó.

Se debe permitir que las expresiones "aberrantes" se desenreden para cualquier esperanza de cordura vinculada una realidad basada en la evidencia.

## **D Los Medicamentos Locamente *Momificantes***

Según la industria farmacéutica, las "enfermedades mentales" como la depresión, el trastorno bipolar y el déficit de atención son muy comunes e incluso van en aumento, con nuevas enfermedades y trastornos que continúan siendo descubiertos, y más aún, que la mejor manera de tratarlos son los nuevos y mejorados medicamentos psicotrópicos que estabilizan la mente y alivian el sufrimiento de los inadaptados. Cada vez más comportamientos y sentimientos se consideran extraños e indeseados, y comprenden "trastornos" para los cuales el alivio farmacológico está a sólo una pastilla o inyección, según aquellos cuyo negocio principal es el tratamiento y el suministro.

Por cualquier definición, las drogas psicotrópicas son un gran negocio, y la industria ve el mayor potencial de crecimiento comercial en el diagnóstico y medicación de un número explosivo de niños "mentalmente enfermos". La idea es que el comportamiento no deseado o el estado mental angustiante problemático se pueden abordar mejor alterando la química cerebral con una píldora. El objetivo final es estabilizar y normalizar al individuo aberrante y sufriente hasta cierto grado de satisfacción personal, generándole un funcionamiento más "ordenado" en la sociedad. Aquello que es aberrante, aquello que está fuera de los límites, y aquello que tal vez está luchando por dar sentido a algún gran engaño subyacente que nos está trastornando a todos, todo eso debe ser neutralizado y los desviados expuestos y sometidos a un tratamiento prescrito con medicamentos de normalidad; la desviación se extirpa, por supuesto, con nuestras más sinceras simpatías.

Además, nunca una mención de los medios tradicionales y naturales para lograr un equilibrio en la vida, en medio de esta tormenta furiosa. De hecho, el proceso de "aplanar" medicamente el comportamiento y la personalidad, trastorna y gravemente afecta los procesos de equilibrio natural del cuerpo, incluida la cognición misma. Medicamos la capacidad de detectar e indagar la locura causante de la irrealidad, con la esperanza de que se oculte por siempre.

Mientras tanto, por donde se mire, cuanto más financiamiento se le destina, peor es el estado de la salud mental, según se declara. Pocos de nosotros realmente "mejoramos" y dejamos los medicamentos, y aquellos que lo intentan experimentan una abstinencia difícil y peligrosa. Según los que medican, con el tiempo "las condiciones empeorarán", requiriendo nuevas y mejores y más sofisticadas mezclas médicas, ninguna de las cuales es suficiente (así es como irá la historia...) para reparar el organismo humano en desintegración. Cuanto más medicados estemos, "-adictos" según cualquier definición-, más desconectados y desintegrados nos volvemos. Aquello que se considera desviado según la locura gringa es a menudo donde está la brillantez y la esperanza, luchando para que el espíritu humano sobreviva y florezca.

## IV EL CAMINO A CASA

Los *baby boomers* debemos asumir el golpe en este caso: Nos entregaron una joya, y ¿ahora está al borde de la extinción? No es lo que nuestros padres tenían en mente, luchando a través de los años de la gran depresión y peleando en una gran guerra (¿no fue así?), dedicando sus vidas a criar una familia con esperanza para el futuro, entregándonos un país y un planeta espectacular, para hacer lo que queramos, y ahora tenemos engaño y destrucción en todas partes con el fin de juego acercándose, bajo nuestra vigilancia permitimos que llegara a este punto, evento tras evento, relato tras relato, sin objeción. Una tragedia y una traición al destino, hasta ahora.

El imperativo moral es deshacer todo esto, sin importar las probabilidades en contra, sin importar la dificultad involucrada, sin importar el sacrificio requerido. Mentes libres país libre, es nuestro destino.

Las siguientes son los "Esenciales" de prioridad inmediata, necesarios para reconstruir la cognición, el carácter moral y la cordura de los estadounidenses, sin atajos, medidas a medias, ni excusas:

**1 Construir los cimientos de la salud de forma natural.** Sumergirse en el sueño, recuperar el soñar. Hacer ejercicios rigurosamente a la luz del sol, con los pies descalzos enraizados en la tierra. Invertir en los mejores sistemas de agua limpia que eliminan el fluoruro y otras toxicidades. Limpiar la comida, nada más que fresca y orgánica (suelo sano-intestino sano), y eliminar la chatarra aprobada por la FDA (la mayoría de productos de la tienda de comestibles). Ganar control de su cuerpo. Perder la obesidad (¡no está bien!).

**2 Dejar de consumir todas las medicaciones alterantes,** incluyendo todos los psicotrópicos, analgésicos y el alcohol. Nunca someterse a ninguna vacuna u otra medida de "seguridad sanitaria" intrusiva del gobierno. Reconectarse con las medicinas naturales o tradicionales para promover la salud mental y espiritual y analgésica. Usar la industria médica solo como respaldo de emergencia. Rescindir las coberturas de seguro de "atención médica", invertir en lugar de eso en mejorar la salud. Y enviar a "scamNAMI" (*fraude NAMI*) lejos con sus maletas (¡no más!).



**3 Desarrollar la disciplina y el equilibrio básico del cuerpo, la mente y el espíritu desde las edades más jóvenes.** Entrenar artes marciales rigurosamente. Proteger y desarrollar habilidades cognitivas a través de la lectura, juegos de mesa como ajedrez y Go, aprendiendo continuamente nuevas habilidades. Etc.

**4 Limpiar los sistemas de creencias y construir herramientas de verificación de la realidad basadas en evidencia** para gente de todas las edades. Desconfiar y cuestionar cada trama, especialmente de los más grandes fabricantes de historia. No aceptar nada como realidad a menos que resista un escrutinio riguroso de evidencia. Aprender y aplicar rigurosamente las reglas de evidencia del derecho consuetudinario y los fundamentos de la lógica y las probabilidades.

**5 Educar y entrenar (a todas las edades) sobre las protecciones fundamentales de la Constitución de los Estados Unidos de las libertades individuales** y, en última instancia, la cordura y la supervivencia que nunca deben verse comprometidas. Modelar e insistir en el desafío y la disidencia de la libertad de expresión. Inculcar en todos los niños la comprensión de que ninguna entidad gubernamental -a ningún nivel- tiene el derecho de imponer restricciones a los Derechos Inalienables como lo vea o crea conveniente, como el derecho a respirar, reunirse y hablar libremente, o que detenta el derecho a no ser coaccionado para inyectarse drogas sospechosas, o ser capturado o sometido a una narrativa falsa que involucre la pérdida de sus libertades o la vida sin la totalidad del debido proceso establecido por ley.

**6 Retirar a los niños de las escuelas gubernamentales ahora,** basta de las realidades falsas, agendas sociales extrañas, baño de radiación 5G, alejamiento de la privacidad y la vida, y la amenaza de tiroteos masivos reales o fabricados. Construir sistemas educativos que enseñen a pensar críticamente, no a recitar hechos.

**7 Exponer y eliminar las toxicidades más flagrantes que envenenan el cuerpo, la mente y la psique:**

- Retirar el *Roundup* (herbicida sistémico no selectivo), eliminar el glifosato de los patios, bosques y ríos. Apoyar las demandas colectivas de los agricultores y consumidores para

acabar con la contaminación de las granjas y los alimentos estadounidenses, cerrando, embargando activos y liquidando “Monsanto Bayer”. Consumir sólo alimentos orgánicos.

- Detener el “5G” rápidamente. Apoyar las demandas colectivas contra las empresas de telecomunicaciones y de la FCC (Federal Communications Commission) por perjuicios y delitos criminales intencionales. Salgan y derriben las torres que transmiten la toxicidad que nos vigilan y que dirigen el clima a su manera. En China eso puede estar bien, pero en una América libre, nunca más.
- Búsqueda del “Elefante en el Cielo”, para descubrir con la fumigación de aerosoles tóxicos relacionada con la modificación del clima del gobierno y los programas de "siembra de nubes".
- ¡Baja esa aguja!: Cierre los campos de vacunación que matan. La gente está cayendo duro. Debemos acudir en ayuda y confiscar bienes e iniciar los procedimientos legales contra los inyectores locos.

**8 Exponer las grandes mentiras históricas**, desde JFK hasta el 11 de septiembre y la Fiebre Ucraniana, y rendir cuentas a las víctimas por el terror de nuestras formas. La única esperanza real de ver a través y deshacer el TEPT ("trastorno de estrés postraumático") es confesar a nuestros héroes perseguidos que fueron enviados a matar con falsos pretextos. Nunca fue su culpa. “Y fuera ¡fuera de aquí!” todos los funcionarios públicos que cayeron y apoyaron la estafa del COVID (*covidScam*) y sus medidas enormemente devastadoras.

**9 Atesorar y proteger la singularidad de aquellos "aberrantes" que no pueden o no quieren adaptarse a esa locura americana.** Ahórreles las proclamaciones de salud mental. Liberarlos para la libre expresión de su potencial humano ligado a la realidad veraz.

Y así es, el destino americano que tenemos en nuestras manos: Protégelo. Abrázalo. Conviértete en eso. Como dijo Marco Aurelio hace mucho tiempo: "*Lo que hagamos ahora resonará en la eternidad*".

## Epílogo

### ÚLTIMA BATALLA EE. UU. /

#### *VUELA, VUELA LEJOS*

Abril de 2020

*No recuerdo mucho sobre mi papá; recuerdo que su voz era fuerte y hermosa y también tan tierna... Cuando me cantaba la canción del Árbol Bebé -todo arropado en la cama-, sabía que me quería mucho. Dicen que murió luchando para protegernos en una guerra en algún lugar lejano para que fuéramos libres por siempre, pero aún puedo escucharlo cantando para mí.*

*Sí recuerdo a mi abuelo y lo extraño tanto. Me contó que alguna vez, hubo algo muy malo que saltó aquí desde el otro lado del gran océano. Era algo tan espeluznante que hizo que algunas personas se sintieran realmente enfermas, así que no tuvieron otra opción que encerrar al mundo tal como está ahora. Dijeron que lo hicieron por nuestro propio bien porque hubiera sido mucho peor. Parece que la mayoría de las personas todavía tienen mucho miedo porque dicen que volverá, probablemente aún más aterrador. Prometieron decirnos cuándo será seguro para nosotros salir afuera. Espero que sea para mi cumpleaños el próximo año, cuando tendré ocho años de edad.*

*Realmente no puedo recordar mucho sobre estar afuera. Mi abuelo solía decirme que fuera, ahí arriba sobre los árboles, había un sol cálido y brillante que brillaba en todas partes en un cielo azul profundo, y las cosas volaban por todas partes, pájaros con alas volando donde quisieran ir y cantando como si estuvieran muy felices, lo que también hacía felices a las personas. Mi abuelo siempre sonreía mucho cuando hablaba de eso, pero a veces se ponía muy triste y luego empezaba a llorar mucho, como juntos lo hicimos cuando vinieron y se llevaron a mi mamá por hacer algunas preguntas que no entendí, pero que mi maestra dijo que eran demasiado aterradoras incluso para pensar.*

*Espero que algún día nos dejen salir afuera. Quiero que mi abuelo salga conmigo también. No lo he visto desde que tenía cinco años. No sé por qué no lo dejan verme. Espero que lo dejen salir conmigo, el próximo año en mi cumpleaños. Seguro espero que mi mamá esté allí afuera esperando. Ni siquiera sabría qué hacer si eso alguna vez sucediera, probablemente llorando y sonriendo al mismo tiempo, mucho, mucho. De cualquier manera, cuando crezca, voy a ser como mi mamá. Puedo darme cuenta que, ella no tiene miedo de nada. Nunca me lo dijo, pero pude darme cuenta que ella no creía la historia espeluznante.*

*Espero que todavía haya pájaros cantando cuando salga. Quiero que nos enseñen a cantar como ellos y también cómo volar, como en mis sueños. Quiero que volvamos a volar lejos con ellos, para siempre libres como mi papá siempre quiso que fuéramos. Sé que eso va a suceder.*

**Aly Swindley**

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**From:** James Hungelmann <jim.hungelmann@gmail.com>  
**Sent:** Monday, May 1, 2023 3:28 AM  
**To:** Neil Bradshaw; Jim Slanetz; Michael David; Amanda Breen; Courtney Hamilton; Participate  
**Cc:** Suzanne Frick; Jade Riley  
**Subject:** Ketchum City Council Meeting May 1, 2023 General Public Comment RE: VOTE NO! May 16 LOT election

## **Ketchum City Council Meeting**

**May 1, 2023**

### **General Public Comment**

**RE: May 16 LOT election**

Dear Mayor Bradshaw and Councilors:

*I oppose this tax and urge NO VOTE, for the following reasons:*

**VOTE NO on May 16**

**(“ROTTEN LOTTEN”)**

1

There is absolutely no need for this tax. In the interest of sound governance in compliance with the rule of law, it must be ended now.

2

The LOT tax is phony economics and foolish taxpayer subsidizing large, for-profit companies, with no benefit. To date over the last decade the Ketchum taxpaying public has given many millions of dollars to very successful for-profit corporations who have war chests of funding for marketing. Enough is enough.

3

Subsidizing rich companies is a bad way to market. The incredible uniqueness of our area markets itself. Discounting and subsidization is counterproductive to market economics and sabotages the premier market position we enjoy. We want visitors and investors who play by the rules and don't expect incentives and subsidies. We must insist on the rule of law and no special accommodations especially for society's economic elites.

4

Be clear: there is no chance the airlines will pull out of Hailey ID, as certain fear mongers suggest. Also, the notion that we should feel good that the airlines are willing to accept 50% of what we have been giving them over 10 years is ludicrous. To borrow a line from Caddyshack, "You will get nothing and like it."

Also ludicrous is the notion of taxing to create more funds for so-called "affordable housing" which, as pursued by Ketchum city council and its seriously illegal entity "KURA" whose existence is intended to end run Idaho law mandating municipal fiscal responsibility is fraught with legal error and administrative stumbling. The Ketchum public has learned the hard way that Ketchum city government is ill equipped and way out of its league. Net of all costs, its affordable housing projects will turn out to be the most expensive housing for workers ever developed anywhere: "No Confidence" is a polite way to put it.

5

When the prospect of a serious recession looms as it does today, the last thing a sane and responsible society does is create more tax and or continue ones whose purpose, if there was anything legitimate in the first place, has long disappeared.

6

Ketchum city “leaders” are keen to ramp-up city government and to create layers upon layers and new staff positions for this and that, for the purpose of embedding their tenancy *ad infinitum*. This crew is not whom you want to hand millions of dollars to. They have an abysmal track record of project mismanagement, non-responsiveness to public concerns, and lack of transparency.

7

Last year's mayoral election was telling. This administration is on borrowed time, on its last leg, and soon to be sent packing.

8

The question must be asked, what could have been accomplished with the many millions we handed over? And, how many times do we need to say no? The City put an initiative to increase LOTs charged in Ketchum before voters last May but the measure was resoundingly defeated. But low and behold, that doesn't stop them from asking for more, again.

**Just Say No to stumbled government taxation and market intermeddling.**

**VOTE NO on May 16.**

Thank you.

Jim Hungelmann

Ketchum

## Aly Swindley

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**From:** John and Janet Crews <jjcrews@me.com>  
**Sent:** Friday, April 28, 2023 7:25 PM  
**To:** Participate  
**Subject:** Re: City of Ketchum | Word on the Street

Just wanted to give our total support for the system you are creating to give local priority in approving tenants for Blue Bird and other projects. Also love that retirees (our category) need to have worked here in town. Bravo. Feels like hope is in the air...

Janet & John Crews

On Apr 28, 2023, at 12:18 PM, City of Ketchum <participate@ketchumidaho.org> wrote:





City of Ketchum

## Mental Health Awareness Month Proclamation

- Whereas,** half of the population will experience some type of mental health challenge over the course of a lifetime; and
- Whereas,** mental health challenges are one of the most common health conditions in our nation, affecting one out of five adults, one out of four children, and impacting both the person experiencing mental health challenges and those persons who care and love the person facing the challenge; and
- Whereas,** one out of every twenty-seven Idahoan’s with a serious mental illness have difficulty functioning in everyday life and if left untreated, have life expectancies 25 years shorter than the general population; and
- Whereas,** every day, millions of people face stigma related to mental health and may feel isolated and alone, going years before receiving any help; and
- Whereas,** the judicial system has become the default placement of custodial care for people with serious mental illnesses, with 7 out of every 10 youth within Idaho’s juvenile justice system having a mental health condition and
- Whereas,** creating a community where everyone feels comfortable reaching out for the support they deserve is crucial to ending the stigma around mental health; and
- Whereas,** through public education and working together to raise awareness, we can help improve the lives of individuals and families affected by mental illness, thereby creating a more resilient Blaine County.

**NOW THEREFORE,** I, Neil Bradshaw, Mayor of the City of Ketchum, do hereby proclaim the month of May 2023 as Mental Health Awareness Month to shine a light on mental health challenges and fight stigma, provide support, educate the public, and advocate for equitable access to care.



**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  
Michael David  
Amanda Breen  
Courtney Hamilton—*via teleconference*  
Jim Slanetz

**ALSO PRESENT:**

Jade Riley—City Administrator  
Shellie Gallagher—City Treasurer  
Trent Donat—City Clerk & Business Manager  
Lisa Enourato—Public Affairs & Administrative Services Manager  
Morgan Landers—Director of Planning and Building  
Abby Rivin—Senior Planner  
Bill McLaughlin—Fire Chief  
Seth Martin—Assistant Fire Chief/Fire Marshall  
Keller Gibson—Fire Inspector  
Brian Christiansen—Director of Streets & Facilities  
Kelsie Choma—Business & Tax Specialist  
Graeme Dempster—Director of Host Compliance Granicus

**COMMUNICATIONS FROM MAYOR AND COUNCIL:**

- Jim Slanetz brought up public safety regarding cloud seeding, and that many citizens approach him with concern about it. *(00:00:55 in video)*
- Mayor Neil Bradshaw brought attention to the upcoming fundraising push for nonprofits by Idaho Gives, happening May 1-4. Additionally, he thanked Wendy Jaquet for organizing a delegation to Driggs and Victor to connect and collaborate on solutions for common issues shared by our cities. *(00:02:45 in video)*
- Mayor Neil Bradshaw proclaimed that April 15-22, 2023, is International Dark Sky Week. *(00:03:36 in video)*

**CONSENT AGENDA:** (00:05:20 in video)

Item #12 pulled to be voted on separately

**Discussion and questions by Council on item #6** (00:06:00 in video)

**Discussion and questions by Council on item #13** (00:06:45 in video)

**Motion to approve consent agenda items #3 - #13 excluding #12** (00:07:45 in video)

**MOVER:** Jim Slanetz

**SECONDER:** Amanda Breen

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

**RESULT: ADOPTED UNANIMOUS**

**Motion to approve consent agenda items #12** (00:08:11 in video)

**MOVER:** Courtney Hamilton

**SECONDER:** Michael David

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

**RECUSED:** Amanda Breen

**RESULT: ADOPTED**

**NEW BUSINESS:** (00:08:28 in video)

14. Annual review of short-term rental regulations.

Presented by: Jade Riley (00:09:19 in video)

Joined by: Graeme Dempster (00:16:39 in video)

Joined by: Keller Gibson (00:23:35 in video)

**Discussion and questions by council on item #14** (00:29:30 in video)

Jim Slanetz recused from item #14 and discussion of #14

15. Recommendation to approve Renewal Contract #23083 with Granicus for short-term rental inventory, compliance, and analytic services. (00:50:34 in video)

Presented by: Jade Riley

**Questions, comments, and discussion by Council** (00:51:27 in video)

**Motion to approve Contract #23083 authorizing the City Treasurer to sign the agreement.**  
(00:53:32 in video)

**MOVER:** Amanda Breen

**SECONDER:** Michael David

**AYES:** Michael David, Courtney Hamilton, Amanda Breen

**RECUSED:** Jim Slanetz

**RESULT: ADOPTED**

16. Briefing regarding 2023 Community Flooding Preparations.  
Presented by: Bill McLaughlin and Jade Riley (00:54:00 in video)

**Questions, comments, and discussion by Council (01:11:01 in video)**

17. Six-month financial review of Fiscal Year 2023.  
Presented by: Jade Riley (01:18:11 in video)

**Questions, comments, and discussion by Council (01:27:48 in video)**  
Joined by: Brian Christiansen (01:28:57 in video)  
Financial review Continued (01:32:01 in video)

**Questions, comments, and discussion by Council (01:42:48 in video)**

18. Review and approve 2024 Budget Development Calendar.  
Presented by: Shellie Gallagher and Jade Riley (02:11:51 in video)

**Questions, comments, and discussion by Council (02:12:47 in video)**

**Motion to approve 2024 Budget Development Calendar and associated steps.**  
(02:13:57 in video)

**MOVER:** Courtney Hamilton

**SECONDER:** Amanda Breen

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

**RESULT: ADOPTED UNANIMOUS**

**ADJOURNMENT:**

**Motion to adjourn at 6:14pm (02:14:12 in video)**

**MOVER:** Jim Slanetz

**SECONDER:** Michael David

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

**RESULT: UNANIMOUS**

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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	CP344098	FSA ROLL TOTAL	209.01	
NBS-NATIONAL BENEFIT SERVI	CP344098	FSA TOTAL	3,998.12	
NBS-NATIONAL BENEFIT SERVI	CP344098	FSA TOTAL	144.50	
<b>01-3700-3600 REFUNDS &amp; REIMBURSEMENTS</b>				
KETCHUM SPAS INC.	041723	REFUND FOR CANCELLED TURP	100.00	
Total :			4,451.63	
<b>LEGISLATIVE &amp; EXECUTIVE</b>				
<b>01-4110-2505 HEALTH REIMBURSEMENT ACCT(HRA)</b>				
NBS-NATIONAL BENEFIT SERVI	CP344098	HRA Medical	1,964.33	
Total LEGISLATIVE & EXECUTIVE:			1,964.33	
<b>ADMINISTRATIVE SERVICES</b>				
<b>01-4150-2505 HEALTH REIMBURSEMENT ACCT(HRA)</b>				
NBS-NATIONAL BENEFIT SERVI	CP344098	HRA Medical	1,453.82	
<b>01-4150-2515 VISION REIMBURSEMENT ACCT(HRA)</b>				
NBS-NATIONAL BENEFIT SERVI	CP344098	HRA Vision	165.00	
<b>01-4150-3100 OFFICE SUPPLIES &amp; POSTAGE</b>				
COPY & PRINT, L.L.C.	125700	SCISSORS	.00	
COPY & PRINT, L.L.C.	125967	AVERY LABELS	.00	
COPY & PRINT, L.L.C.	125990	INK	.00	
GEM STATE PAPER & SUPPLY	1092342-02	DEGRADABLE TRASH BAGS	36.23	
GEM STATE PAPER & SUPPLY	1094435	FORKS, TISSUE	97.37	
GEM STATE PAPER & SUPPLY	1094556	TOWL DISPENSERS, SOAP DISPENSERS & SUPPLIES	250.41	
<b>01-4150-4200 PROFESSIONAL SERVICES</b>				
ALSCO - AMERICAN LINEN DIVI	LBOI2069547	491 E SUN VALLEY RD	137.89	
ALSCO - AMERICAN LINEN DIVI	LBOI2074521	191 5TH ST W	180.49	
ALSCO - AMERICAN LINEN DIVI	LBOI2074977	491 E SUN VALLEY RD	137.89	
KETCHUM COMPUTERS, INC.	19546	ADMINISTRATION	2,788.50	
SENTINEL FIRE & SECURITY, IN	86184	MONITORING-191 5TH STREET	164.70	
WESTERN RECORDS DESTRUCT	0636016	SERVICE 030123-033123	67.00	
DIXON RESOURCES UNLIMITED	3538	ON-CALL PARKING SUPPORT SERVICE MARCH 23	817.50	
BD CONSULTING LLC	2023-07	FINANCIAL CONSULTING SERVICES	892.50	23048.1
ROAD WORK AHEAD TRAFFIC S	TS-19823	STENCILS	3,060.00	
NICOLE SNYDER INTERIORS	300512	INTERIOR DESIGN SERVICES- DECEMBER 2022	1,275.00	
NICOLE SNYDER INTERIORS	300513	INTERIOR DESIGN SERVICES- JANUARY 2023	525.00	
NICOLE SNYDER INTERIORS	300514	INTERIOR DESIGN SERVICES- FEBRUARY 2023	825.00	
RAVEN ART SERVICES LLC	788	ART DELIVERY AND INSTALLATION	225.00	
<b>01-4150-4400 ADVERTISING &amp; LEGAL PUBLICATIO</b>				
EXPRESS PUBLISHING, INC.	10002196 0228	10002196 022823	661.60	

Vendor Name	Invoice Number	Description	Net Invoice Amount	Purchase Order Number
EXPRESS PUBLISHING, INC.	10002196 0331	10002196 033123	911.72	
<b>01-4150-4800 DUES, SUBSCRIPTIONS &amp; MEMBERSH</b>				
US BANK	2745 032723	TRELLO.COM	112.50	
<b>01-4150-5100 TELEPHONE &amp; COMMUNICATIONS</b>				
CENTURY LINK	2087250932035	2087250932 035B 040423	67.30	
CENTURY LINK	2087264135 86	2087264135 862B 041323	947.21	
CENTURY LINK	2087265574 24	2087265574 240B 041323	68.62	
COX BUSINESS	0012401050589	0012401050589901 040623	173.39	
AT&T MOBILITY LLC	287310798935	HOTSPOTS	120.12	
<b>01-4150-5110 COMPUTER NETWORK</b>				
INTEGRATED TECHNOLOGIES	213817	CO00 CITY OF KETCHUM-02 041623	558.65	
KETCHUM COMPUTERS, INC.	19546	ADMIN HARDWARE	1,389.30	
US BANK	2745 032723	IDRIVE	1,499.50	
DELL FINANCIAL SERVICES	2564827	001-8998447-005	26.56	
LEAF	100-6877711-0	100-6877711-001 040723	829.28	
<b>01-4150-5150 COMMUNICATIONS</b>				
SNEE, MOLLY	2311	APRIL RETAINER FEE	5,000.00	
<b>01-4150-5200 UTILITIES</b>				
IDAHO POWER	2203990334 04	2203990334 041223	82.15	
IDAHO POWER	2206570869 04	2206570869 041223	5.31	
IDAHO POWER	2224128120 04	2224128120 042123	978.44	
<b>01-4150-6500 CONTRACTS FOR SERVICES</b>				
S & C ASSOCIATES LLC	2741-2751	2741-2744 &2746-2751	4,457.00	
<b>01-4150-6510 COMPUTER SERVICES</b>				
CASELLE, INC.	123948	Caselle Support & Maintenance 0323	2,483.00	
Total ADMINISTRATIVE SERVICES:			33,470.95	
<b>LEGAL</b>				
<b>01-4160-4200 PROFESSIONAL SERVICES</b>				
WHITE PETERSON	24892R 033123	General Services 24892R 033123	15,412.00	
Total LEGAL:			15,412.00	
<b>PLANNING &amp; BUILDING</b>				
<b>01-4170-4200 PROFESSIONAL SERVICES</b>				
FORSGREN ASSOCIATES, INC.	223132	Engineering Services	2,480.00	
KETCHUM COMPUTERS, INC.	19546	PLANNING & BUILDING	594.00	
S & C ASSOCIATES LLC	2741-2751	2745	236.00	
<b>01-4170-4400 ADVERTISING &amp; LEGAL PUBLICATIO</b>				
EXPRESS PUBLISHING, INC.	10002196 0228	10002196 022823	525.32	
EXPRESS PUBLISHING, INC.	10002196 0331	10002196 033123	311.88	
Total PLANNING & BUILDING:			4,147.20	
<b>NON-DEPARTMENTAL</b>				

Vendor Name	Invoice Number	Description	Net Invoice Amount	Purchase Order Number
<b>01-4193-4250 BLAINE CITY TOUR</b>				
JAQUET, WENDY	041923	DRIGGS/VICTOR CITY TOUR SERVICES	700.00	
MAUPIN, SHERRY	041023	CITY TOUR REIMBURSEMENT	200.00	
<b>01-4193-4500 1ST/WASHINGTON RENT</b>				
URBAN RENEWAL AGENCY	6504	URA RENT	3,000.00	
Total NON-DEPARTMENTAL:			3,900.00	
<b>FACILITY MAINTENANCE</b>				
<b>01-4194-3200 OPERATING SUPPLIES</b>				
A.C. HOUSTON LUMBER CO.	2304-562805	MASKS, RESPIRATOR	54.99	
CHATEAU DRUG CENTER	2688754	MICROFIBER	14.24	
<b>01-4194-3500 MOTOR FUELS &amp; LUBRICANTS</b>				
CHRISTENSEN INC.	1018443	38950 041523	409.58	
<b>01-4194-4200 PROFESSIONAL SERVICES</b>				
BIG WOOD LANDSCAPE, INC.	28011	SNOW REMOVAL FY 2023	1,088.25	
BIG WOOD LANDSCAPE, INC.	28012	SNOW REMOVAL FY 2023	3,495.00	
BIG WOOD LANDSCAPE, INC.	28013	SNOW REMOVAL FY 2023	4,100.00	
BIG WOOD LANDSCAPE, INC.	28016	SNOW REMOVAL FY 2023	1,350.00	
BIG WOOD LANDSCAPE, INC.	28017	SNOW REMOVAL FY 2023	1,292.25	
BIG WOOD LANDSCAPE, INC.	28018	SNOW REMOVAL FY 2023	1,221.00	
BIG WOOD LANDSCAPE, INC.	28019	SNOW REMOVAL FY 2023	958.50	
BIG WOOD LANDSCAPE, INC.	28020	SNOW REMOVAL FY 2023	1,595.00	
BIG WOOD LANDSCAPE, INC.	28023	SNOW REMOVAL FY 2023	1,078.50	
BIG WOOD LANDSCAPE, INC.	28025	SNOW REMOVAL FY 2023	1,371.75	
BIG WOOD LANDSCAPE, INC.	28027	SNOW REMOVAL FY 2023	1,371.75	
IRISH ELECTRIC	43123	TROUBLESHOOT-LIGHTING	235.00	
KETCHUM COMPUTERS, INC.	19546	FACILITIES MAINTENANCE	148.50	
<b>01-4194-4210 PROFESSIONAL SERVC-CITY TREES</b>				
ARBOR CARE	11972	PLANT HEALTHCARE CONTRACT 2023	308.00	23071
ARBOR CARE	11990	PLANT HEALTHCARE CONTRACT 2023	298.00	23071
ARBOR CARE	12022	PLANT HEALTHCARE CONTRACT 2023	577.00	23071
<b>01-4194-5200 UTILITIES</b>				
CLEAR CREEK DISPOSAL	0001619559	TOWN PLAZA	347.50	
IDAHO POWER	2201272487 04	2201272487 042123	193.04	
IDAHO POWER	2203313446 04	2203312446 041223	5.31	
IDAHO POWER	2203538992 04	2203538992 042123	46.04	
<b>01-4194-5910 REPAIR &amp; MAINT-491 SV ROAD</b>				
ALSCO - AMERICAN LINEN DIVI	LBOI2071327	491 E SUN VALLEY RD	137.89	
BIG WOOD LANDSCAPE, INC.	28015	SNOW REMOVAL FY 2023	4,500.75	
IDAHO POWER	2202522062 04	2202522062 042123	519.43	
<b>01-4194-5950 REPAIR &amp; MAINT-WARM SPRINGS PR</b>				
CLEAR CREEK LAND CO. LLC	0000037882	OLD GEEZER ALLY	234.47	
CLEAR CREEK LAND CO. LLC	0000038728	OLD GEEZER ALLY	234.52	
US BANK	9988 032723	TWO WAY RADIO	169.99	
US BANK	9988 032723	GARDEN HOSE	29.99	
US BANK	9988 032723	SYNTHETIC OIL CASE	209.97	
<b>01-4194-6000 REPAIR &amp; MAINT-AUTOMOTIVE EQUI</b>				
RIVER RUN AUTO PARTS	6538-189514	CQ DIATOM OIL ABSORB	33.90	

Vendor Name	Invoice Number	Description	Net Invoice Amount	Purchase Order Number
US BANK	9988 032723	DECKED TRUCK DRAWER SYSTEM	879.12	
<b>01-4194-6100 REPAIR &amp; MAINT--MACHINERY &amp; EQ</b>				
RIVER RUN AUTO PARTS	6538-189508	EXTREMEM PRES GREASE	15.90	
<b>01-4194-6950 MAINTENANCE</b>				
A.C. HOUSTON LUMBER CO.	2304-559631	MINI HEATER	34.99	
CHATEAU DRUG CENTER	2689426	3/4X2-3/4 BRS HASP	3.32	
US BANK	9988 032723	WATER FILTER SYSTEM REFUND	39.99-	
Total FACILITY MAINTENANCE:			28,523.45	
<b>POLICE</b>				
<b>01-4210-3200 OPERATING SUPPLIES</b>				
CHATEAU DRUG CENTER	2691076	SCREWS, NAIL POLISH REMOVER	5.68	
CHATEAU DRUG CENTER	2691523	MILK BONES	9.49	
<b>01-4210-3500 MOTOR FUELS &amp; LUBRICANTS</b>				
CHRISTENSEN INC.	1018454	39060 041523	287.87	
<b>01-4210-3620 PARKING OPS EQUIPMENT FEES</b>				
CALE AMERICA, INC.	174584	APRIL 2023 METERS	176.01	
AT&T MOBILITY LLC	287310798935	PHONES	135.30	
<b>01-4210-4200 PROFESSIONAL SERVICES</b>				
KETCHUM COMPUTERS, INC.	19548	Monthl Workstation Maintenance	833.25	
US BANK	2745 032723	TEXT-EM-ALL	59.00	
<b>01-4210-5100 TELEPHONE &amp; COMMUNICATIONS</b>				
CENTURY LINK	2087267848 10	2087267848 105B	155.70	
Total POLICE:			1,662.30	
<b>FIRE &amp; RESCUE</b>				
<b>01-4230-2505 HEALTH REIMBURSEMENT ACCT(HRA)</b>				
NBS-NATIONAL BENEFIT SERVI	CP344098	HRA Medical	307.79	
<b>01-4230-2515 VISION REIMBURSEMENT ACCT(HRA)</b>				
NBS-NATIONAL BENEFIT SERVI	CP344098	HRA Vision	895.72	
<b>01-4230-3200 OPERATING SUPPLIES FIRE</b>				
ATKINSONS' MARKET	02655309	COFFEE	27.54	
ATKINSONS' MARKET	03660538	CLEANING SUPPLIES (DISH DETERGENT, BLEACH, DISHWASHER DETERGENT, ETC)	46.77	
DAVIS EMBROIDERY INC.	42186	NEW PATCHES EMBROIDERED	208.00	
INTEGRATED TECHNOLOGIES	213073	TF2795 040823	11.98	
MOUNTAIN UNIFORMS	230414	PATROL & SOFT SHELL JACKET	457.50	
<b>01-4230-3210 OPERATING SUPPLIES EMS</b>				
ATKINSONS' MARKET	02655309	COFFEE	27.54	
ATKINSONS' MARKET	03660538	CLEANING SUPPLIES (DISH DETERGENT, BLEACH, DISHWASHER DETERGENT, ETC)	46.77	
BOUNDTREE MEDICAL	84905176	ENDOTRACHEAL TUBES & NASOPHARYNGEAL AIRWAY	42.39	
INTEGRATED TECHNOLOGIES	213073	TF2795 040823	11.98	
NORCO	37198965	CO CAL KIT	323.48	
NORCO	37201490	OX DM	70.25	



Vendor Name	Invoice Number	Description	Net Invoice Amount	Purchase Order Number
NORCO	37347747	OX DM	109.01	
NORCO	37379232	CYLINDER RENTAL	78.12	
NORCO	37380314	CYLINDER RENTAL	190.65	
US BANK	6235 032723	MOO PRINT CREDIT	33.70-	
HENRY SCHEIN	36109866	LORAZEPAM	83.38	
HENRY SCHEIN	36222646	GLOVES, MASK & HEADSTRAP, SODIUM CHLORIDE	307.31	
Guaranteed Returns	DIS-316495	DISPOSAL NON-SCHEDULED / NON-RETURNABLE PRODUCTS	150.00	
<b>01-4230-4200 PROFESSIONAL SERVICES FIRE</b>				
KETCHUM COMPUTERS, INC.	19546	FIRE & RESCUE	1,105.50	
<b>01-4230-4910 TRAINING EMS</b>				
DEPT. OF HEALTH & WELFARE	00006024	ALS Renewal - Ed Binnie	25.00	
DEPT. OF HEALTH & WELFARE	00006166	ALS Renewal - TOM MCLEAN	25.00	
DEPT. OF HEALTH & WELFARE	00006257	ALS RENEWAL - SETH MARTIN	25.00	
DEPT. OF HEALTH & WELFARE	00006302	ALS RENEWAL - KJIRSTEN BREVIK	25.00	
US BANK	3938 032723	CPR HEART CODE ACLS	158.00	
US BANK	3938 032723	NATIONAL REGISTRY OF EMT- RECERT	32.00	
US BANK	3938 032723	NATIONAL REGISTRY OF EMT-RECERT	317.00	
US BANK	3938 032723	NATIONAL REGISTRY OF EMT- RECERT	317.00	
US BANK	3938 032723	NATIONAL REGISTRY OF EMT- RECERT	342.00	
<b>01-4230-4920 TRAINING-FACILITY</b>				
CURTIS TOOLS FOR HEROES	INV692399	ROSCO SMOKE FLUID	208.68	
COX BUSINESS	0012401047339	0012401047339201 033023	399.96	
<b>01-4230-5100 TELEPHONE &amp; COMMUNICATION FIRE</b>				
COX BUSINESS	0012401049446	0012401049446101 032923	617.97	
<b>01-4230-5110 TELEPHONE &amp; COMMUNICATION EMS</b>				
COX BUSINESS	0012401049446	0012401049446101 032923	617.98	
<b>01-4230-5200 UTILITIES</b>				
IDAHO POWER	2226144497 03	2226144497 032723	2,062.92	
<b>01-4230-6000 REPAIR &amp; MAINT-AUTO EQUIP FIRE</b>				
A.C. HOUSTON LUMBER CO.	2304-563963	DOWELS	8.44	
CONSOLIDATED ELECTRICAL DI	3755-1036082	ENGINE PLUGS	58.85	
RIVER RUN AUTO PARTS	6538-189411	TRAILER CONNECTOR	6.49	
RIVER RUN AUTO PARTS	6538-189518	OIL CHANGE SUPPLIES	35.83	
<b>01-4230-6010 REPAIR &amp; MAINT-AUTO EQUIP EMS</b>				
A.C. HOUSTON LUMBER CO.	2304-563963	DOWELS	8.43	
RIVER RUN AUTO PARTS	6538-189411	TRAILER CONNECTOR	6.50	
RIVER RUN AUTO PARTS	6538-189518	OIL CHANGE SUPPLIES	35.82	
<b>01-4230-6110 REPAIR &amp; MAINT--MACHINERY &amp; EQ</b>				
CONSOLIDATED ELECTRICAL DI	3755-1036082	ENGINE PLUGS	58.86	
<b>01-4230-6900 OTHER PURCHASED SERVICES FIRE</b>				
SMILEY'S MOUNTAIN PHOTO	000186	KFD HEADSHOTS POSTER GRAPHIC DESIGN & PRINTING AND SHIPPING	197.50	
<b>01-4230-6910 OTHER PURCHASED SERVICES EMS</b>				
SMILEY'S MOUNTAIN PHOTO	000186	KFD HEADSHOTS POSTER GRAPHIC DESIGN & PRINTING AND SHIPPING	197.50	

Vendor Name	Invoice Number	Description	Net Invoice Amount	Purchase Order Number
Total FIRE & RESCUE:			10,255.71	
<b>STREET</b>				
<b>01-4310-3200 OPERATING SUPPLIES</b>				
CHATEAU DRUG CENTER	2689653	LOTION	18.99	
D & B SUPPLY INC.	13565	WORK BOOTS	150.00	
FASTENAL COMPANY	IDJER106751	BATTERIES, ABSORBENT PADS	164.09	
FASTENAL COMPANY	IDJER106824	SPRING PIN	12.91	
NAPA AUTO PARTS	143025	CARB-CHOKE CLEANER, PENETRANT, SHOP TOWELS	61.66	
US BANK	2022 032723	WRAPCITY-SNOW CREW	105.00	
US BANK	2022 032723	WRAPCITY-SNOW CREW	106.35	
US BANK	2022 032723	WRAPCITY-SNOW CREW	74.86	
US BANK	2022 032723	EMERGEN-C	19.58	
US BANK	2022 032723	WRAPCITY- SNOW CREW	73.83	
<b>01-4310-3400 MINOR EQUIPMENT</b>				
A.C. HOUSTON LUMBER CO.	2304-565399	MEASURE BUCKET, PUMP SPRAYER	47.98	
A.C. HOUSTON LUMBER CO.	2304-566296	BOLTS FOR WHEEL PULLER	7.58	
CLEARWATER POWER EQUIPME	39987	CARBURETOR	104.99	
NAPA AUTO PARTS	141862	OZZY FLUID, MAT	231.47	
NAPA AUTO PARTS	143684	IMPACT WRENCH	535.99	
SAGE SUPPLY INC	23-39636	LUTE BLADES	135.90	
<b>01-4310-3500 MOTOR FUELS &amp; LUBRICANTS</b>				
CHRISTENSEN INC.	1018345	37269 041523	3,118.75	
<b>01-4310-3600 COMPUTER SOFTWARE</b>				
US BANK	2022 032723	INVARION INC	799.00	
<b>01-4310-4200 PROFESSIONAL SERVICES</b>				
BIG WOOD LANDSCAPE, INC.	28014	SNOW REMOVAL FY 2023	1,785.00	
S. ERWIN EXCAVATION INC	23-184	ADDITIONAL WINTER 22-23 SNOW HAULING SERVICE	6,225.00	23044
S. ERWIN EXCAVATION INC	23-184	ADDITIONAL WINTER 22-23 SNOW HAULING SERVICE	4,200.00	
S. ERWIN EXCAVATION INC	23-300	WINTER 22-23 SNOW HAULING SERVICE- ADDITIONAL	1,350.00	
HIATT TRUCKING, INC.	4078	ADDITIONAL WINTER 22-23 SNOW HAULING SERVICE	29,350.00	
KETCHUM COMPUTERS, INC.	19546	STREETS	297.00	
LUNCFORD EXCAVATION, INC.	14650	WINTER 22-23 SNOW HAULING SERVICE	9,500.00	
WESTERN STATES CAT	IN002354404	DOZER RENTAL	5,988.50	
CANYON EXCAVATION. LLC	2577	WINTER 22-23 SNOW HAULING SERVICE	600.00	23041
CANYON EXCAVATION. LLC	2577	ADDITIONAL WINTER 22-23 SNOW HAULING SERVICE	11,050.00	
RIXON EXCAVATION	1539	TRANSPORT TRUCK	600.00	
AWSI	567578	ACCIDENT TESTING	75.50	
APOLLO CONSTRUCTION LLC	22-235	WINTER 22-23 SNOW HAULING SERVICES	3,940.00	23046
APOLLO CONSTRUCTION LLC	22-235	WINTER 22-23 SNOW HAULING SERVICES	1,950.00	
<b>01-4310-4900 PERSONNEL TRAINING/TRAVEL/MTG</b>				
LOCAL HIGHWAY TECHNICAL A	T203282023FC	T2 Center Classes	120.00	
<b>01-4310-5200 UTILITIES</b>				
IDAHO POWER	2204882910 03	2204882910 031523	605.77	
IDAHO POWER	2204882910 04	2204882910 041323	585.73	

Vendor Name	Invoice Number	Description	Net Invoice Amount	Purchase Order Number
<b>01-4310-6000 REPAIR &amp; MAINT--AUTOMOTIVE EQU</b>				
NAPA AUTO PARTS	142073	PARTS FOR DURANGO AND EXPEDITION	263.38	
<b>01-4310-6100 REPAIR &amp; MAINT--MACHINERY &amp; EQ</b>				
A.C. HOUSTON LUMBER CO.	2304-562500	PROOF COIL CHAIN	8.34	
CLEARWATER POWER EQUIPME	39914	GEARBOX MOTOR ASSEMBLY	587.53	
FASTENAL COMPANY	IDJER105840	RETURNED BOLTS	22.77-	
FEDEX	7354232141	BIG HITCH HITCH REPAIR	1,572.24	
METROQUIP, INC.	P20615	EAGLE SWEEPER PARTS	87.50	
NAPA AUTO PARTS	141852	PADDLE SEAT VALVE	38.12	
PIPECO, INC.	S4940907.001	GALV NIPPLE, GALV COUPING	3.95	
RIVER RUN AUTO PARTS	6538-189636	12V AUX	9.43	
SNAKE RIVER HYDRAULICS	INV410418	Parts for #5 DUMP TRUCK	329.00	
WESTERN STATES CAT	IN002353347	PARTS FOR 908M LOADER	780.26	
JACKSON GROUP PETERBILT	294557	PARTS FOR DUMP TRUCK #6	103.14	
JACKSON GROUP PETERBILT	294557X1	KIT-RING FOR DUMP TRUCK	22.26	
WILSON, DALLAS	10172	PIN 187043 RADIATOR CORE	2,594.00	
<b>01-4310-6910 OTHER PURCHASED SERVICES</b>				
ALSCO - AMERICAN LINEN DIVI	LBOI2049446	200 10TH ST	41.64	
ALSCO - AMERICAN LINEN DIVI	LBOI2074541	200 10TH ST	41.64	
<b>01-4310-6930 STREET LIGHTING</b>				
IDAHO POWER	205963446 041	2205963446 041123	.00	
IDAHO POWER	2200059315 04	200059315 040723	.00	
IDAHO POWER	2200506786 04	2200506786 041123	11.91	
IDAHO POWER	2201013857 04	2201013857 042123	23.34	
IDAHO POWER	2201174667 04	2201174667 041123	14.75	
IDAHO POWER	2202627564 04	2202627564 041123	19.96	
IDAHO POWER	2203855230 04	2203855230 042123	52.34	
IDAHO POWER	2204535385 04	2204535385 042123	53.73	
IDAHO POWER	2204882910 03	2204882910 031523	668.96	
IDAHO POWER	2204882910 04	2204882910 041323	635.51	
IDAHO POWER	2206773224 04	2206773224 042123	8.59	
IDAHO POWER	2207487501 04	2207487501	7.60	
IDAHO POWER	2224304721 04	2224304721 041223	5.31	
<b>01-4310-6950 MAINTENANCE &amp; IMPROVEMENTS</b>				
LUTZ RENTALS	141391-1	Propane	24.48	
TRAFFIC SAFETY SUPPLY CO., I	INV058586	Paint tabs for chip seal	1,371.75	
WALKER SAND AND GRAVEL	1131513	IMPORT CLEAN FILL	262.64	
WALKER SAND AND GRAVEL	1132796	IMPORT DIRTY FILL 63.81 TONS	1,148.58	
Total STREET:			94,760.54	
<b>RECREATION</b>				
<b>01-4510-3200 OPERATING SUPPLIES</b>				
A.C. HOUSTON LUMBER CO.	2304-561367	ICE MELTS	30.00	
CHATEAU DRUG CENTER	2690843	POSTIT,GLOVES,STRIPS,CHALK	31.30	
<b>01-4510-3250 RECREATION SUPPLIES</b>				
BUSINESS AS USUAL INC.	159494	MODELING CLAY BLUE	23.70	
BUSINESS AS USUAL INC.	159712	DUSTER	7.95	
<b>01-4510-3300 RESALE ITEMS-CONCESSION SUPPLY</b>				
ATKINSONS' MARKET	05656586	CASCADE DISH PACKS	15.67	

Vendor Name	Invoice Number	Description	Net Invoice Amount	Purchase Order Number
ATKINSONS' MARKET	09649607	FRUIT, JUICE ETC	27.44	
SYSCO	0154533.01	SALADS-CREDIT CORRECTION	139.91	
<b>01-4510-4200 PROFESSIONAL SERVICE</b>				
KETCHUM COMPUTERS, INC.	19546	PARKS	387.75	
Total RECREATION:			663.72	
Total GENERAL FUND:			199,211.83	
<b>GENERAL CAPITAL IMPROVEMENT FD</b>				
<b>GENERAL CIP EXPENDITURES</b>				
<b>03-4193-7100 SUN VALLEY RD MILL &amp; OVERLAY</b>				
EXPRESS PUBLISHING, INC.	10002196 0331	10002196 033123	1,137.00	
CITY OF SUN VALLEY	2023-3	SUN VALLEY RD RECONSTRUCTION (JACOBS)	79,920.06	22098
ROAD WORK AHEAD TRAFFIC S	TS--19823	CUSTOM STENCILS	3,060.00	
<b>03-4193-7110 DOWNTOWN CORE SIDEWALK INFILL</b>				
WAYPOINT PEARL, LLC	042123	CONSIGN DESIGN SIDEWALK IMPROVEMENTS	45,614.67	
<b>03-4193-7200 TECHNOLOGY UPGRADES</b>				
CDW GOVERNMENT, INC.	HW19018	LVO UNIVERSAL USB-C DOCK	189.59	
Total GENERAL CIP EXPENDITURES:			129,921.32	
Total GENERAL CAPITAL IMPROVEMENT FD:			129,921.32	
<b>ORIGINAL LOT FUND</b>				
<b>ORIGINAL LOT TAX</b>				
<b>22-4910-4200 PROFESSIONAL SERVICES</b>				
GRANICUS	164556	MOBILE PERMITTING AND REGISTRATION	21,591.20	
<b>22-4910-6060 EVENTS/PROMOTIONS</b>				
BMI	47378169	089908	351.90-	
<b>22-4910-6080 MOUNTAIN RIDES</b>				
MOUNTAIN RIDES	12167	TRANSPORTATION SERVICES	64,083.34	23012
Total ORIGINAL LOT TAX:			85,322.64	
Total ORIGINAL LOT FUND:			85,322.64	
<b>CITY/COUNTY HOUSING</b>				
<b>CITY/COUNTY HOUSING EXPENSE</b>				
<b>54-4410-3200 LIFT TOWER LODGE OPERATIONS</b>				
A.C. HOUSTON LUMBER CO.	2304-565890	LATEX GLOVES	4.99	
<b>54-4410-4200 PROFESSIONAL SERVICES</b>				
ALBOU TRANSLATION SERVIC	I-19988	TRANSLATION-SURVEY MONKEY	641.88	
NEUROMEDIATION GROUP LLC	106	HOUSING STABILITY: EVICTION MEDIATION	8,083.33	22127
CAMPBELL, THECLA	042523	HOUSING REIMBURSEMENT: JERSEY GIRL FOOD	227.92	
CAMPBELL, THECLA	042523	HOUSING REIMBURSEMENT: ALBERTSONS PLATES NAPKINS DRINKS FLOWERS	73.57	

Vendor Name	Invoice Number	Description	Net Invoice Amount	Purchase Order Number
<b>54-4410-4215 LEASE TO LOCALS PROF SERVICES</b>				
PLACEMATE, INC	1489	LANDING LOCALS LEASE TO LOCALS PROGRAM	10,474.24	22120
<b>54-4410-4220 EMERGENCY HOUSING</b>				
US BANK	2745 032723	HIGH COUNTRY MOTEL	218.00	
US BANK	2745 032723	HIGH COUNTRY MOTEL	119.90	
BACKGROUND INVESTATION B	INV-23265	StND-P04	293.85	
<b>54-4410-4250 LIFT TOWER LODGE PROFF SVCS</b>				
EVANS PLUMBING INC	137535	WATER HEATER DRAIN-LIFT TOWER LODGE	1,068.12	
KETCHUM COMPUTERS, INC.	19546	HOUSING	3,558.75	
SHERWIN-WILLIAMS CO.	6204-1	CEILING PAINT	579.69	
<b>54-4410-5110 COMPUTER NETWORK</b>				
CDW GOVERNMENT, INC.	HL50992	LVO TP HYBRID USB-C DOCK	469.24	
<b>54-4410-5200 LIFT TOWER LODGE UTILITIES</b>				
IDAHO POWER	2208260063 04	2208260063 041223	449.34	
IDAHO POWER	2226910376 04	2226910376 041223	146.69	
OFFICE BRIGHT INC	1559	LIFT TOWER LODGE- CLEANING SERVICES	175.00	
<b>54-4410-5900 LIFT TOWER LDG REPAIR &amp; MAINT</b>				
A.C. HOUSTON LUMBER CO.	2304-562580	13*13 ALUMINUM, JOINT COMPOUND	47.24	
A.C. HOUSTON LUMBER CO.	2304-564189	2-1/2 15 GA GALV ANG, WOOD	117.15	
A.C. HOUSTON LUMBER CO.	2304-564190	BIT SPADE	4.99	
A.C. HOUSTON LUMBER CO.	2304-564741	HANGER, TOGGLER ANCHOR, FASTENERS, WASHERS	9.58	
A.C. HOUSTON LUMBER CO.	2304-565331	DOL DOOR STOP	10.50	
A.C. HOUSTON LUMBER CO.	2304-565334	SMOOTH SET	13.00	
CHATEAU DRUG CENTER	2689636	COUPLINGS	18.98	
CHATEAU DRUG CENTER	2690759	GLUE MASKING TAPE	12.33	
OHIO GULCH TRANSFER STATIO	245174	Asphalt Dirt Lumber 041723	9.90	
US BANK	9988 032723	DEADBOLT KEYPAD	119.87	
US BANK	9988 032723	LOWES- LTL SUPPLIES	477.84	
US BANK	9988 032723	LOWES-LTL SUPPLIES	9.52	
MAGIC VALLEY RESTORATION	3329	RESTORATION @ LIFT TOWER LODGE	2,935.58	
Total CITY/COUNTY HOUSING EXPENSE:			30,370.99	
Total CITY/COUNTY HOUSING:			30,370.99	

**WATER FUND  
WATER EXPENDITURES**

<b>63-4340-3120 DATA PROCESSING</b>				
BILLING DOCUMENT SPECIALIS	87525	Utilities Billing	568.64	
<b>63-4340-3200 OPERATING SUPPLIES</b>				
ALSCO - AMERICAN LINEN DIVI	LBOI2065569	110 RIVER RANCH RD - ADMIN	24.26	
ALSCO - AMERICAN LINEN DIVI	LBOI2065571	110 RIVER RANCH RD - WATER	60.59	
COPY & PRINT, L.L.C.	12240	11x17 BOOKS PRINTED & BINDED	400.30	
D & B SUPPLY INC.	26842	PANTS AND SHIRTS	102.96	
GEM STATE PAPER & SUPPLY	1094048	CNTRPULL TWL & SIMPLE GREEN CLEANER	125.41	
TREASURE VALLEY COFFEE INC	2160 09048107	SQWINCHER STIX	62.50	
<b>63-4340-3500 MOTOR FUELS &amp; LUBRICANTS</b>				
CHRISTENSEN INC.	1018347	37271 - Water Dept	355.16	

Vendor Name	Invoice Number	Description	Net Invoice Amount	Purchase Order Number
<b>63-4340-3600 COMPUTER SOFTWARE</b>				
FERGUSON ENTERPRISES, LLC	0850407	FLXNT M2 SFWR 1YR SUPP WALK/DRV 1YR	2,785.63	
<b>63-4340-3800 CHEMICALS</b>				
GEM STATE WELDERS SUPPLY,I	846290	Hypochlorite Solution	316.00	
<b>63-4340-4200 PROFESSIONAL SERVICES</b>				
KETCHUM COMPUTERS, INC.	19546	WATER	272.25	
<b>63-4340-5100 TELEPHONE &amp; COMMUNICATIONS</b>				
CENTURY LINK	2087250715 04	2087250715 195B - WATER	135.21	
<b>63-4340-5200 UTILITIES</b>				
DIG LINE	0071195-IN	Monthly Fee	36.20	
IDAHO POWER	2202458903 04	2202458903 110 RIVER RANCH RD WATER DEPT	730.70	
IDAHO POWER	2206786259 04	2206786259 110 RIVER RANCH RD ADMIN	55.06	
<b>63-4340-6000 REPAIR &amp; MAINT-AUTO EQUIP</b>				
RIVER RUN AUTO PARTS	6538-189754	DRAIN PLUG M14-1.5	6.74	
<b>63-4340-6100 REPAIR &amp; MAINT-MACH &amp; EQUIP</b>				
A.C. HOUSTON LUMBER CO.	2304-566252	NUTS, BOLTS, WASHERS & WIRE CUP BRUSH	81.81	
Total WATER EXPENDITURES:			6,119.42	
Total WATER FUND:			6,119.42	
<b>WASTEWATER FUND</b>				
<b>WASTEWATER EXPENDITURES</b>				
<b>65-4350-2505 HEALTH REIMBURSEMENT ACCT(HRA)</b>				
NBS-NATIONAL BENEFIT SERVI	CP344098	HRA Medical	13.60	
<b>65-4350-3120 DATA PROCESSING</b>				
BILLING DOCUMENT SPECIALIS	87525	Utilities Billing	568.64	
<b>65-4350-3200 OPERATING SUPPLIES</b>				
ALSCO - AMERICAN LINEN DIVI	LBOI2065569	110 RIVER RANCH RD - ADMIN	24.26	
ALSCO - AMERICAN LINEN DIVI	LBOI2065570	110 RIVER RANCH RD - WASTEWATER	136.40	
ATKINSONS' MARKET	04661906	TEA	41.26	
CHATEAU DRUG CENTER	2691640	BATTERIES	5.69	
D & B SUPPLY INC.	26842	PANTS AND SHIRTS	102.97	
NORTHERN SAFETY CO., INC.	905392136	XP717 GRAY ANIFOG 3XP	43.38	
PIPECO, INC.	S4943819.001	KING SIPHON PUMP FOOT ASSY, LATEX GLOVES	22.68	
TREASURE VALLEY COFFEE INC	2160 09048104	COFFEE	70.93	
UPS STORE #2444	MMN7FR5Q19	WATER SAMPLES	14.01	
UPS STORE #2444	MMN7FR5SJK	WATER SAMPLES	14.06	
<b>65-4350-3500 MOTOR FUELS &amp; LUBRICANTS</b>				
CHRISTENSEN INC.	1018346	37270 - Wastewater	185.32	
CHRISTENSEN INC.	21358	37270 - Wastewater	75.83-	
<b>65-4350-4200 PROFESSIONAL SERVICES</b>				
ANALYTICAL LABORATORIES, I	2302085	WASTEWATER MONITORING	331.32	
KETCHUM COMPUTERS, INC.	19546	WASTEWATER	272.25	

Vendor Name	Invoice Number	Description	Net Invoice Amount	Purchase Order Number
<b>65-4350-5100 TELEPHONE &amp; COMMUNICATIONS</b>				
CENTURY LINK	2087268953402	2087268953402B 041323	71.22	
VERIZON WIRELESS	9932298219	965494438 WASTEWATER DEPT	65.97	
<b>65-4350-5200 UTILITIES</b>				
IDAHO POWER	2202158701 04	2202158701 041823	14,021.63	
IDAHO POWER	2202703357 04	222703357 042023	111.01	
IDAHO POWER	2206786259 04	2206786259 110 RIVER RANCH RD ADMIN	55.05	
<b>65-4350-6000 REPAIR &amp; MAINT-AUTO EQUIP</b>				
NAPA AUTO PARTS	143318	FITTING	5.30	
<b>65-4350-6100 REPAIR &amp; MAINT-MACH &amp; EQUIP</b>				
GLASS MASTERS, INC.	1-22-3011	1/4 CLEAR LEXAN, BETASEAL U-418	187.69	
GRAINGER, INC., W.W.	9661879966	KEY BLANK, STANDARD	2.64	
<b>65-4350-6900 COLLECTION SYSTEM SERVICES/CHA</b>				
DIG LINE	0071195-IN	Monthly Fee	36.20	
NAPA AUTO PARTS	142910	BLUE DEF	29.98	
CHRISTENSEN INC.	1018346	37270 - Wastewater	328.66	
VERIZON WIRELESS	9932298219	965494438 WASTEWATER COLLECTIONS DEPT	41.52	
Total WASTEWATER EXPENDITURES:			16,727.81	
Total WASTEWATER FUND:			16,727.81	
<b>PARKS/REC DEV TRUST FUND</b>				
<b>93-3700-6800 KETCHUM ARTS COMMISSION</b>				
SNEE, MOLLY	042523	CROSSWALK ART ARTIST	1,000.00	
Total :			1,000.00	
<b>PARKS/REC TRUST EXPENDITURES</b>				
<b>93-4900-5910 WARM SPRINGS PRESR-RESTORATION</b>				
EXPRESS PUBLISHING, INC.	10002196 0228	10002196 022823	931.50	
STUDIO SUPERBLOOM, LLC	WSP-008	TASK ORDER : MASTER PLANNING WARM SPRINGS PRESERVE	13,361.50	22107
Total PARKS/REC TRUST EXPENDITURES:			14,293.00	
Total PARKS/REC DEV TRUST FUND:			15,293.00	
<b>DEVELOPMENT TRUST FUND</b>				
<b>DEVELOPMENT TRUST EXPENDITURES</b>				
<b>94-4900-8000 PEG GATEWAY MARRIOT AUTOGRAPH</b>				
WHITE PETERSON	24892R 033123	GATEWAY HOTEL DEVELOPMENT PROPOSAL 033123	588.00	
Total DEVELOPMENT TRUST EXPENDITURES:			588.00	
Total DEVELOPMENT TRUST FUND:			588.00	
Grand Totals:			483,555.01	

Vendor Name	Invoice Number	Description	Net Invoice Amount	Purchase Order Number
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Report Criteria:

Invoices with totals above \$0 included.

Paid and unpaid invoices included.

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

Invoice Detail.Voided = No,Yes

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City of Ketchum

**CITY COUNCIL MEETING AGENDA MEMO**

Meeting Date:  Staff Member/Dept:

Agenda Item:

**Recommended Motion:**

**Reasons for Recommendation:**

- 
- 
- 

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

**Sustainability Impact:**

**Financial Impact:**

**Attachments:**

- 
-

# CITY OF KETCHUM CONTRACT

This Contract is by and between CITY OF KETCHUM (Owner) and  
Canyon Excavation LLC (Contractor).

Owner and Contractor hereby agree as follows:

## ARTICLE 1 - THE WORK

### 1.01 Work

- A. Work includes all labor, materials, equipment, services, and documentation necessary to construct the Project defined herein. The Work may include related services such as testing, start-up, and commissioning, all as required by the Contract Documents.
- B. The Contractor shall complete all Work as specified or indicated in the Contract Documents. The Project is generally described as follows:
  - 1. 4<sup>TH</sup> Street Heritage Corridor Repairs which includes repair/replacement of damaged sidewalk paver sections and base material, curb and gutter, asphalt approaches, and ADA-compliant truncated domes within the 4<sup>th</sup> Street Heritage Corridor.
  - 2. The Site of the Work includes property, easements, and designated work areas described in greater detail in the Contract Documents but generally located with the downtown Commercial Core on 4<sup>th</sup> Street beginning at East Ave. and extending west to Main St.

## ARTICLE 2 - CONTRACT DOCUMENTS

### 2.01 Intent of Contract Documents

- A. It is the intent of the Contract Documents to describe a functionally complete project. The Contract Documents do not indicate or describe all of the Work required to complete the Project. Additional details required for the correct installation of selected products are to be provided by the Contractor and coordinated with the Owner and Engineer. This Contract supersedes prior negotiations, representations, and agreements, whether written or oral. The Contract Documents are complementary; what is required by one part of the Contract Documents is as binding as if required by other parts of the Contract Documents.
- B. During the performance of the Work and until final payment, Contractor and Owner shall submit all matters in question concerning the requirements of the Contract Documents, or relating to the acceptability of the Work under the Contract Documents to the Engineer. Engineer will be the initial interpreter of the requirements of the Contract Documents, and judge of the acceptability of the Work thereunder.
- C. Engineer will render a written clarification, interpretation, or decision on the issue submitted, or initiate a modification to the Contract Documents.
- D. Contractor, and its subcontractors and suppliers, shall not have or acquire any title to or ownership rights to any of the Drawings, Specifications, or other documents (including copies or electronic media editions) prepared by Engineer or its consultants.

## 2.02 Contract Documents Defined

- A. The Contract Documents consist of the following documents:
1. This Contract.
  2. Performance bond.
  3. Payment bond.
  4. Specifications listed or included in the Bid Documents.
  5. Drawings as included in the Bid Documents.
  6. Addenda.
  7. Exhibits to this Contract (enumerated as follows):
    - a. **Exhibit 1 – 4<sup>th</sup> Street Heritage Corridor Repairs.**
  8. The following which may be delivered or issued on or after the Effective Date of the Contract:
    - a. Work Change Directives
    - b. Change Orders
    - c. Field Orders.

## ARTICLE 3 - ENGINEER

### 3.01 Engineer

- A. The Owner's Project Manager and City Engineer will be the Owner's representative for this Project.

## ARTICLE 4 - CONTRACT TIMES

### 4.01 Contract Times

- A. The Work will be substantially completed on or before **June 30, 2023** and completed and ready for final payment on or before **July 28, 2023** No work will be permitted between the following Dates:
- July 2, 2023 through July 8, 2023 (4<sup>th</sup> of July Holiday)
  - August 30, 2023 through September 4, 2023 (Wagon Days) and,
  - October 3, 2023 through October 8, 2023 (Trailing of the Sheep)

### 4.02 Liquidated Damages

- A. Contractor and Owner recognize that time is of the essence in the performance of the Contract, and that Owner will incur damages if Contractor does not complete the Work according to the requirements of Paragraph 4.01. Because such damages for delay would be difficult and costly to determine, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty) Contractor shall pay Owner \$100.00 for each day that expires after the Contract Time for substantial completion.

#### 4.03 Delays in Contractor's Progress

- A. If Owner, Engineer, or anyone for whom Owner is responsible, delays, disrupts, or interferes with the performance or progress of the Work, then Contractor shall be entitled to an equitable adjustment in the Contract Times and Contract Price. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times.
- B. Contractor shall not be entitled to an adjustment in Contract Price or Contract Times for delay, disruption, or interference caused by or within the control of Contractor or their subcontractors or suppliers.
- C. If Contractor's performance or progress is delayed, disrupted, or interfered with by unanticipated causes not the fault of and beyond the control of Owner, Contractor, and those for which they are responsible, then Contractor shall be entitled to an equitable adjustment in Contract Times.
- D. Contractor shall not be entitled to an adjustment in Contract Price or Contract Times for any delay, disruption, or interference if such delay is concurrent with a delay, disruption, or interference caused by or within the control of Contractor or Contractor's subcontractors or suppliers.

#### 4.04 Progress Schedules

- A. Contractor shall develop a progress schedule and submit to the Engineer for review and comment before starting Work on the Site. The Contractor shall modify the schedule in accordance with the comments provided by the Engineer.
- B. The Contractor shall update and submit the progress schedule to the Engineer each month. The Owner may withhold payment if the Contractor fails to submit the schedule.

**ARTICLE 5 - CONTRACT PRICE**

5.01 Payment

- A. Owner shall pay Contractor in accordance with the Contract Documents at the following unit prices for each unit of Work completed:

Item	Description	Bid Quantity	Unit	Unit Price	Bid Amount
1	Saw Cut Asphalt	100	LF	Incidental	
2	Concrete Curb Removal and Disposal	950	LF	\$14.75	\$ 14,012.50
3	Paver Sidewalk Removal and Disposal	1464	SY	\$15.50	\$ 22,685.11
4	Saw Cut Concrete (Curb)	36	LF	Incidental	
5	¾"(-) Aggregate Base (ISPCW 802, TYPE 1; 202) 4" Depth for Pavers - Haul, dispose	163	CY	\$70.00	\$ 11,383.21
8	¾"(-) Aggregate Base (ISPCW 802, TYPE 1; 202) 4" Depth for Pavers - Haul, place, compact	163	CY	\$85.00	\$ 12,967.22
6	¾"(-) Aggregate Base (ISPCW 802, TYPE 1; 202) 4" Depth for Asphalt Approach - Haul, place, compact	10	CY	\$85.00	\$ 855.25
7	Diluted Emulsion Asphalt for Tack Coat	20	GAL	Incidental	
9	Construct Concrete 6" Vertical or Rolled Curb and Gutter, Zero Reveal Curb, or Curb Transition (match existing) (ISPCW SD-701)	950	LF	\$83.64	\$ 79,458.00
12	Construct Typical Asphalt Approach ISPCW 800 CLASS II, 1/2" gradation, PG58-28 (ISPCW SD-710B)	91	SY	\$82.00	\$ 7,425.56
13	ADA Compliant truncated dome detectable warning replacement - TUFTILE - Yellow or Patina	60	SF	\$172.20	\$ 10,332.00
14	Install Belgard Catalina Grana Standard 4th Street Paver - Match Existing Sidewalk Grades	1373	SY	\$170.71	\$ 234,384.83
15	Testing and Inspection (Contractor Pay and Coordinate)	1	LS	\$0.00	\$ 8640.00
16	Traffic Control	1	LS	\$0.00	\$ 10000.00
17	Mobilization	1	LS	\$0.00	\$ 8000.00

Total: \$ 420,143.68

Payment will be made in an amount equal to the total of all extended prices for actual Work completed. The extended price is determined by multiplying the unit price times the actual quantity of that Work item completed. Actual quantities installed will be determined by the Engineer.

**ARTICLE 6 - BONDS AND INSURANCE**

6.01 Bonds

- A. Before starting Work, Contractor shall furnish a performance bond and a payment bond from surety companies that are duly licensed or authorized to issue bonds in the required amounts in the jurisdiction in which the Project is located. Each bond shall be in an amount equal to

the Contract Price, as security for the faithful performance and payment of all of Contractor's obligations under the Contract. These bonds shall remain in effect until the completion of the correction period specified in Paragraph 7.12 but, in any case, not less than one year after the date when final payment becomes due.

## 6.02 Insurance

A. Before starting Work, Contractor shall furnish evidence of insurance from companies that are duly licensed or authorized in the jurisdiction in which the Project is located with a minimum AM Best rating of A-VII or better. Contractor shall provide insurance in accordance with the following:

1. Contractor shall provide coverage for not less than the following amounts, or greater where required by Laws and Regulations:

- State: Statutory.
- Federal (if any applicable): Statutory
- Employer's Liability or "Stop-Gap": \$1,000,000

Contractor's Liability Insurance shall provide the following minimum limits and conditions:

- General Aggregate \$2,000,000.
- Products-Completed Operations Aggregate \$1,000,000.
- Personal Accident Injury (per person/organization with employment exclusion deleted) \$1,000,000.
- Each Occurrence (bodily injury and property damage) \$1,000,000.
- Fire Damage (any one fire) \$1,000,000.
- Medical Expenses (any one person) \$5,000.

Automobile Liability shall provide for the following for owned, non-owned, rented, or hired vehicles:

- Combined Single Limit (bodily injury and property damage) \$1,000,000

B. All insurance policies required to be purchased and maintained will contain a provision or endorsement that the coverage afforded will not be canceled or materially changed or renewal refused until at least 10 days prior written notice has been given to the insured and additional insured.

C. Automobile liability insurance provided by Contractor shall provide coverage against claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance, or use of any motor vehicle. The automobile liability policy shall be written on an occurrence basis.

D. Contractor's commercial general liability policy shall be written on a 1996 or later ISO commercial general liability occurrence form and include the following coverages and endorsements:

1. Products and completed operations coverage maintained for three years after final payment;
2. Blanket contractual liability coverage to the extent permitted by law;

3. Broad form property damage coverage; and
  4. Severability of interest; underground, explosion, and collapse coverage; personal injury coverage.
- E. The Contractor's commercial general liability and automobile liability, umbrella or excess, and pollution liability policies shall include and list Owner and Engineer and the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each as additional insureds; and the insurance afforded to these additional insureds shall provide primary coverage for all claims covered thereby (including as applicable those arising from both ongoing and completed operations) on a non-contributory basis.
1. Additional insured endorsements will include both ongoing operations and products and completed operations coverage through ISO Endorsements CG 20 10 10 01 and CG 20 37 10 01 (together). If Contractor demonstrates to Owner that the specified ISO endorsements are not commercially available, then Contractor may satisfy this requirement by providing equivalent endorsements.
  2. Contractor shall provide ISO Endorsement CG 20 32 07 04, "Additional Insured—Engineers, Architects or Surveyors Not Engaged by the Named Insured" or its equivalent for design professional additional insureds.
- F. Umbrella or excess liability insurance shall be written over the underlying employer's liability, commercial general liability, and automobile liability insurance. Subject to industry-standard exclusions, the coverage afforded shall be procured on a "follow the form" basis as to each of the underlying policies. Contractor may demonstrate to Owner that Contractor has met the combined limits of insurance (underlying policy plus applicable umbrella) specified for employer's liability, commercial general liability, and automobile liability through the primary policies alone, or through combinations of the primary insurance policies and an umbrella or excess liability policy.
- G. The Contractor shall provide property insurance covering physical loss or damage during construction to structures, materials, fixtures, and equipment, including those materials, fixtures, or equipment in storage or transit.
- H. If Contractor has failed to obtain and maintain required insurance, Owner may exclude the Contractor from the Site, impose an appropriate set-off against payment, and exercise Owner's termination rights under Article 15.

## **ARTICLE 7 - CONTRACTOR'S RESPONSIBILITIES**

### **7.01 Supervision and Superintendence**

- A. Contractor shall supervise and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents. Contractor shall be solely responsible for the means, methods, techniques, sequences, safety, and procedures of construction.
- B. Contractor shall assign a competent resident superintendent who is to be present at all times during the execution of the Work. This resident superintendent shall not be replaced without written notice to and approval by the Owner and Engineer except under extraordinary circumstances.
- C. Contractor shall at all times maintain good discipline and order at the Site.

- D. Except as otherwise required for the safety or protection of persons or the Work or property at the Site or adjacent thereto, and except as otherwise stated in the Contract Documents, all Work at the Site shall be performed during regular working hours, Monday through Friday.

#### 7.02 Other Work at the Site

- A. In addition to and apart from the Work of the Contractor, other work may occur at or adjacent to the Site. Contractor shall take reasonable and customary measures to avoid damaging, delaying, disrupting, or interfering with the work of Owner, any other contractor, or any utility owner performing other work at or adjacent to the Site.

#### 7.03 Services, Materials, and Equipment

- A. Unless otherwise specified in the Contract Documents, Contractor shall provide and assume full responsibility for all services, materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, temporary facilities, and all other facilities and incidentals necessary for the performance, testing, start up, and completion of the Work, whether or not such items are specifically called for in the Contract Documents.
- B. All materials and equipment incorporated into the Work shall be new, of good quality and shall be stored, applied, installed, connected, erected, protected, used, cleaned, and conditioned in accordance with instructions of the applicable supplier, except as otherwise may be provided in the Contract Documents.

#### 7.04 Subcontractors and Suppliers

- A. Contractor may retain subcontractors and suppliers for the performance of parts of the Work. Such subcontractors and suppliers must be acceptable to Owner.

#### 7.05 Quality Management

- A. Contractor is fully responsible for the managing quality to ensure Work is completed in accordance with the Contract Documents.

#### 7.06 Licenses, Fees and Permits

- A. Contractor shall pay all license fees and royalties and assume all costs incident to performing the Work or the incorporation in the Work of any invention, design, process, product, or device which is the subject of patent rights or copyrights held by others.
- B. Contractor shall obtain and pay for all construction permits and licenses unless otherwise provided in the Contract Documents.

#### 7.07 Laws and Regulations; Taxes

- A. Contractor shall give all notices required by and shall comply with all local, state, and federal Laws and Regulations applicable to the performance of the Work. Except where otherwise expressly required by applicable Laws and Regulations, neither Owner nor Engineer shall be responsible for monitoring Contractor's compliance with any Laws or Regulations.
- B. Contractor shall bear all resulting costs and losses, and shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages if Contractor performs any Work or takes any other action knowing or having reason to know that it is contrary to Laws or Regulations.
- C. Contractor shall pay all applicable sales, consumer, use, and other similar taxes Contractor is required to pay in accordance with Laws and Regulations.



#### 7.08 Record Documents

- A. Contractor shall maintain one printed record copy of all Drawings, Specifications, Addenda, Change Orders, Work Change Directives, Field Orders, written interpretations and clarifications, and approved shop drawings in a safe place at the Site. Contractor shall annotate them to show changes made during construction. Contractor shall deliver these record documents to Engineer upon completion of the Work.

#### 7.09 Safety and Protection

- A. Contractor shall be solely responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work.
- B. Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury, or loss to:
  - 1. All persons on the Site or who may be affected by the Work;
  - 2. All the Work and materials and equipment to be incorporated therein, whether in storage on or off the Site; and
  - 3. Other property at the Site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, other work in progress, utilities, and underground facilities not designated for removal, relocation, or replacement in the course of construction.
- C. All damage, injury, or loss to any property caused, directly or indirectly, in whole or in part, by Contractor, or anyone for whose acts the Contractor may be liable, shall be remedied by Contractor at its expense (except damage or loss attributable to the fault of Contract Documents or to the acts or omissions of Owner or Engineer and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of Contractor).
- D. Contractor shall be responsible for coordinating any exchange of material safety data sheets or other hazard communication information required to be made available to or exchanged between or among employers at the Site in accordance with Laws or Regulations.
- E. In emergencies affecting the safety or protection of persons or the Work or property at the Site or adjacent thereto, Contractor shall act to prevent threatened damage, injury, or loss. Contractor shall give Engineer prompt written notice if Contractor believes that any significant changes in the Work or variations from the Contract Documents have been caused thereby or are required as a result thereof. If Engineer determines that a change in the Contract Documents is required because of the action taken by Contractor in response to such an emergency, a Work Change Directive or Change Order will be issued.

#### 7.10 Shop Drawings, Samples, and Other Submittals

- A. Contractor shall review and coordinate the shop drawing and samples with the requirements of the Work and the Contract Documents and shall verify all related field measurements, quantities, dimensions, specified performance and design criteria, installation requirements, materials, catalog numbers, and similar information.
- B. Each submittal shall bear a stamp or specific written certification that Contractor has satisfied Contractor's obligations under the Contract Documents with respect to Contractor's review of that submittal, and that Contractor approves the submittal.
- C. With each submittal, Contractor shall give Engineer specific written notice, in a communication separate from the submittal, of any variations that the shop drawing or sample may have from the requirements of the Contract Documents.

- D. Engineer will provide timely review of shop drawings and samples.
- E. Engineer's review and approval will not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions or programs.
- F. Engineer's review and approval of a separate item does not indicate approval of the assembly in which the item functions.
- G. Contractor shall make corrections required by Engineer and shall return the required number of corrected copies of shop drawings and submit, as required, new samples for review and approval. Contractor shall direct specific attention in writing to revisions other than the corrections called for by Engineer on previous submittals.
- H. Shop drawings are not Contract Documents.

#### 7.11 Warranties and Guarantees

- A. Contractor warrants and guarantees to Owner that all Work will be in accordance with the Contract Documents and will not be defective. Engineer and its officers, directors, members, partners, employees, agents, consultants, and subcontractors shall be entitled to rely on Contractor's warranty and guarantee.

#### 7.12 Correction Period

- A. If within one year after the date of substantial completion, any Work is found to be defective, or if the repair of any damages to the Site, adjacent areas that Contractor has arranged to use through construction easements or otherwise, and other adjacent areas used by Contractor as permitted by Laws and Regulations, is found to be defective, then Contractor shall promptly and without cost to Owner, correct such defective Work.

#### 7.13 Indemnification

- A. To the fullest extent permitted by Laws and Regulations, and in addition to any other obligations of Contractor under the Contract or otherwise, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to the performance of the Work, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom but only to the extent caused by any negligent act or omission of Contractor, any subcontractor, any supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work or anyone for whose acts they may be liable.

### **ARTICLE 8 - OWNER'S RESPONSIBILITIES**

#### 8.01 Owner's Responsibilities

- A. Except as otherwise provided in the Contract Documents, Owner shall issue all communications to Contractor through Engineer.
- B. Owner shall make payments to Contractor as provided in this Contract.
- C. Owner shall provide Site and easements required to construct the Project.

- D. If Owner intends to contract with others for the performance of other work at or adjacent to the Site, unless stated elsewhere in the Contract Documents, Owner shall have sole authority and responsibility for such coordination.
- E. The Owner shall be responsible for performing inspections and tests required by applicable codes.
- F. The Owner shall not supervise, direct, or have control or authority over, nor be responsible for, Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Owner will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.
- G. While at the Site, Owner's employees and representatives shall comply with the specific applicable requirements of Contractor's safety programs of which Owner has been informed.
- H. Owner shall furnish copies of any applicable Owner safety programs to Contractor.

## **ARTICLE 9 - ENGINEER'S STATUS DURING CONSTRUCTION**

### 9.01 Engineer's Status

- A. Engineer will be Owner's representative during construction. The duties and responsibilities and the limitations of authority of Engineer as Owner's representative during construction are set forth in this Contract.
- B. Neither Engineer's authority or responsibility under this Article 9 or under any other provision of the Contract, nor any decision made by Engineer in good faith either to exercise or not exercise such authority or responsibility or the undertaking, exercise, or performance of any authority or responsibility by Engineer, shall create, impose, or give rise to any duty in contract, tort, or otherwise owed by Engineer to Contractor, any subcontractor, any supplier, any other individual or entity, or to any surety for or employee or agent of any of them.
- C. Engineer will make visits to the Site at intervals appropriate to the various stages of construction. Engineer will not be required to make exhaustive or continuous inspections on the Site to check the quality or quantity of the Work.
- D. Engineer has the authority to reject Work if Contractor fails to perform Work in accordance with the Contract Documents.
- E. Engineer will render decisions regarding the requirements of the Contract Documents, and judge the acceptability of the Work.
- F. Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Engineer will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.

## **ARTICLE 10 - CHANGES IN THE WORK**

### 10.01 Authority to Change the Work

- A. Without invalidating the Contract and without notice to any surety, Owner may, at any time or from time to time, order additions, deletions, or revisions in the Work.

## 10.02 Change Orders

- A. Owner and Contractor shall execute appropriate Change Orders covering:
  - 1. Changes in the Contract Price or Contract Times which are agreed to by the parties, including any undisputed sum or amount of time for Work actually performed in accordance with a Work Change Directive;
  - 2. Changes in the Work which are: (a) ordered by Owner or (b) agreed to by the parties or (c) resulting from the Engineer's decision, subject to the need for Engineer's recommendation if the change in the Work involves the design (as set forth in the Drawings, Specifications, or otherwise), or other engineering or technical matters; and
  - 3. Changes in the Contract Price or Contract Times or other changes which embody the substance of any final binding results under Article 12.
- B. If the provisions of any bond require notice to be given to a surety of any change affecting the general scope of the Work or the provisions of the Contract Documents (including, but not limited to, Contract Price or Contract Times), the giving of any such notice will be Contractor's responsibility. The amount of each applicable bond will be adjusted to reflect the effect of any such change.

## ARTICLE 11 - DIFFERING SUBSURFACE OR PHYSICAL CONDITIONS

### 11.01 Differing Conditions Process

- A. If Contractor believes that any subsurface or physical condition including but not limited to utilities or other underground facilities that are uncovered or revealed at the Site either differs materially from that shown or indicated in the Contract Documents or is of an unusual nature, and differs materially from conditions ordinarily encountered and generally recognized as inherent in Work of the character provided for in the Contract Documents then Contractor shall, promptly after becoming aware thereof and before further disturbing the subsurface or physical conditions or performing any Work in connection therewith (except in an emergency), notify Owner and Engineer in writing about such condition. Contractor shall not further disturb such condition or perform any Work in connection therewith (except with respect to an emergency) until receipt of a written statement permitting Contractor to do so.
- B. After receipt of written notice, Engineer will promptly:
  - 1. Review the subsurface or physical condition in question;
  - 2. Determine necessity for Owner obtaining additional exploration or tests with respect to the condition;
  - 3. Determine whether the condition falls within the differing site condition as stated herein;
  - 4. Obtain any pertinent cost or schedule information from Contractor;
  - 5. Prepare recommendations to Owner regarding the Contractor's resumption of Work in connection with the subsurface or physical condition in question and the need for any change in the Drawings or Specifications; and
  - 6. Advise Owner in writing of Engineer's findings, conclusions, and recommendations.
- C. After receipt of Engineer's written findings, conclusions, and recommendations, Owner shall issue a written statement to Contractor regarding the subsurface or physical condition in

question, addressing the resumption of Work in connection with such condition, indicating whether any change in the Drawings or Specifications will be made, and adopting or rejecting Engineer's written findings, conclusions, and recommendations, in whole or in part.

## **ARTICLE 12 - CLAIMS AND DISPUTE RESOLUTION**

### **12.01 Claims Process**

- A. The party submitting a claim shall deliver it directly to the other party to the Contract and the Engineer promptly (but in no event later than 10 days) after the start of the event giving rise thereto.
- B. The party receiving a claim shall review it thoroughly, giving full consideration to its merits. The two parties shall seek to resolve the claim through the exchange of information and direct negotiations. All actions taken on a claim shall be stated in writing and submitted to the other party.
- C. If efforts to resolve a claim are not successful, the party receiving the claim may deny it by giving written notice of denial to the other party. If the receiving party does not take action on the claim within 45 days, the claim is deemed denied.
- D. If the dispute is not resolved to the satisfaction of the parties, Owner or Contractor shall give written notice to the other party of the intent to submit the dispute to a court of competent jurisdiction unless the Owner and Contractor both agree to an alternative dispute resolution process.

## **ARTICLE 13 - TESTS AND INSPECTIONS; CORRECTION OF DEFECTIVE WORK**

### **13.01 Tests and Inspections**

- A. Owner and Engineer will have access to the Site and the Work at reasonable times for their observation, inspection, and testing. Contractor shall provide them proper and safe conditions for such access.
- B. Contractor shall give Engineer timely notice of readiness of the Work for all required inspections and tests, and shall cooperate with inspection and testing personnel to facilitate required inspections and tests.
- C. If any Work that is to be inspected, tested, or approved is covered by Contractor without written concurrence of Engineer, Contractor shall, if requested by Engineer, uncover such Work for observation. Such uncovering shall be at Contractor's expense.

### **13.02 Defective Work**

- A. Contractor shall ensure that the Work is not defective.
- B. Engineer has the authority to determine whether Work is defective, and to reject defective Work.
- C. Prompt notice of all defective Work of which Owner or Engineer has actual knowledge will be given to Contractor.
- D. The Contractor shall promptly correct all such defective Work.
- E. When correcting defective Work, Contractor shall take no action that would void or otherwise impair Owner's special warranty and guarantee, if any, on said Work.

- F. If the Work is defective or Contractor fails to supply sufficient skilled workers or suitable materials or equipment, or fails to perform the Work in such a way that the completed Work will conform to the Contract Documents, then Owner may order Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated.

## ARTICLE 14 - PAYMENTS TO CONTRACTOR

### 14.01 Progress Payments

- A. The Contractor shall prepare a schedule of values that will serve as the basis for progress payments. The schedule of values will be in a form of application for payment acceptable to Engineer. The unit price breakdown submitted with the bid will be used for unit price work. Break lump sum items into units that will allow for measurement of Work in progress.

### 14.02 Applications for Payments:

- A. Contractor shall submit an application for payment in a form acceptable to the Engineer, no more frequently than monthly, to Engineer. Applications for payment will be prepared and signed by Contractor. Contractor shall provide supporting documentation required by the Contract Documents. Payment will be paid for Work completed as of the date of the application for payment.
- B. Beginning with the second application for payment, each application shall include an affidavit of Contractor stating that all previous progress payments received on account of the Work have been applied on account to discharge Contractor's legitimate obligations associated with prior applications for payment.

### 14.03 Retainage

- A. The Owner shall retain **5%** of each progress payment until the Work is substantially complete.

### 14.04 Review of Applications

- A. Within 10 days after receipt of each application for payment, the Engineer will either indicate in writing a recommendation for payment and present the application for payment to Owner or return the application for payment to Contractor indicating in writing Engineer's reasons for refusing to recommend payment. The Contractor will make the necessary corrections and resubmit the application for payment.
- B. Engineer will recommend reductions in payment (set-offs) which, in the opinion of the Engineer, are necessary to protect Owner from loss because the Work is defective and requires correction or replacement.
- C. The Owner is entitled to impose set-offs against payment based on any claims that have been made against Owner on account of Contractor's conduct in the performance of the Work, incurred costs, losses, or damages on account of Contractor's conduct in the performance of the Work, or liquidated damages that have accrued as a result of Contractor's failure to complete the Work.

### 14.05 Contractor's Warranty of Title

- A. Contractor warrants and guarantees that title to all Work, materials, and equipment furnished under the Contract will pass to Owner free and clear of (1) all liens and other title defects, and (2) all patent, licensing, copyright, or royalty obligations, no later than seven days after the time of payment by Owner.

#### 14.06 Substantial Completion

- A. The Contractor shall notify Owner and Engineer in writing that the Work is substantially complete and request the Engineer issue a certificate of substantial completion when Contractor considers the Work ready for its intended use. Contractor shall at the same time submit to Owner and Engineer an initial draft of punch list items to be completed or corrected before final payment.
- B. Engineer will make an inspection of the Work with the Owner and Contractor to determine the status of completion. If Engineer does not consider the Work substantially complete, Engineer will notify Contractor and Owner in writing giving the reasons therefor.
- C. If Engineer considers the Work substantially complete or upon resolution of all reasons for non-issuance of a certificate identified in 14.06.B, Engineer will deliver to Owner a certificate of substantial completion which shall fix the date of substantial completion and include a punch list of items to be completed or corrected before final payment.

#### 14.07 Final Inspection

- A. Upon written notice from Contractor that the entire Work is complete, Engineer will promptly make a final inspection with Owner and Contractor and will notify Contractor in writing of all particulars in which this inspection reveals that the Work, or agreed portion thereof, is incomplete or defective. Contractor shall immediately take such measures as are necessary to complete such Work or remedy such deficiencies.

#### 14.08 Final Payment

- A. Contractor may make application for final payment after Contractor has satisfactorily completed all Work defined in the Contract, including providing all maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance, certificates of inspection, annotated record documents and other documents.
- B. The final application for payment shall be accompanied (except as previously delivered) by:
  - 1. All documentation called for in the Contract Documents;
  - 2. Consent of the surety to final payment;
  - 3. Satisfactory evidence that all title issues have been resolved such that title to all Work, materials, and equipment has passed to Owner free and clear of any liens or other title defects, or will so pass upon final payment;
  - 4. A list of all disputes that Contractor believes are unsettled; and
  - 5. Complete and legally effective releases or waivers (satisfactory to Owner) of all lien rights arising out of the Work, and of liens filed in connection with the Work.
- C. The Work is complete (subject to surviving obligations) when it is ready for final payment as established by the Engineer's written recommendation of final payment.

#### 14.09 Waiver of Claims

- A. The making of final payment will not constitute a waiver by Owner of claims or rights against Contractor.
- B. The acceptance of final payment by Contractor will constitute a waiver by Contractor of all claims and rights against Owner other than those pending matters that have been duly submitted.

## ARTICLE 15 - SUSPENSION OF WORK AND TERMINATION

### 15.01 Owner May Suspend Work

- A. At any time and without cause, Owner may suspend the Work or any portion thereof for a period of not more than 60 consecutive days by written notice to Contractor and Engineer. Such notice will fix the date on which Work will be resumed. Contractor shall resume the Work on the date so fixed. Contractor shall be entitled to an adjustment in the Contract Price or an extension of the Contract Times, or both, directly attributable to any such suspension.

### 15.02 Owner May Terminate for Cause

- A. Contractor's failure to perform the Work in accordance with the Contract Documents or other failure to comply with a material term of the Contract Documents will constitute a default by Contractor and justify termination for cause.
- B. If Contractor defaults in its obligations, then after giving Contractor and any surety ten days written notice that Owner is considering a declaration that Contractor is in default and termination of the Contract, Owner may proceed to:
  - 1. Declare Contractor to be in default, and give Contractor and any surety notice that the Contract is terminated; and
  - 2. Enforce the rights available to Owner under any applicable performance bond.
- C. Owner may not proceed with termination of the Contract under Paragraph 15.02.B if Contractor within seven days of receipt of notice of intent to terminate begins to correct its failure to perform and proceeds diligently to cure such failure.
- D. Subject to the terms and operation of any applicable performance bond, if Owner has terminated the Contract for cause, Owner may exclude Contractor from the Site, take possession of the Work, incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere, and complete the Work as Owner may deem expedient.
- E. In the case of a termination for cause, if the cost to complete the Work, including related claims, costs, losses, and damages, exceeds the unpaid contract balance, Contractor shall pay the difference to Owner.

### 15.03 Owner May Terminate for Convenience

- A. Upon seven days written notice to Contractor, Owner may, without cause and without prejudice to any other right or remedy of Owner, terminate the Contract. In such case, Contractor shall be paid for, without duplication of any items:
  - 1. Completed and acceptable Work executed in accordance with the Contract Documents prior to the effective date of termination, including fair and reasonable sums for overhead and profit on such Work;
  - 2. Expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials, or equipment as required by the Contract Documents in connection with uncompleted Work, plus fair and reasonable sums for overhead and profit on such expenses; and
  - 3. Other reasonable expenses directly attributable to termination, including costs incurred to prepare a termination for convenience cost proposal.



- B. Contractor shall not be paid on account of loss of anticipated overhead, profits, or revenue, or other economic loss arising out of or resulting from such termination.

#### 15.04 Contractor May Stop Work or Terminate

- A. If, through no act or fault of Contractor, (1) the Work is suspended for more than 90 consecutive days by Owner or under an order of court or other public authority, or (2) Owner fails for 30 days to pay Contractor any sum finally determined to be due, then Contractor may, upon seven days written notice to Owner, and provided Owner does not remedy such suspension or failure within that time, either stop the Work until payment is received, or terminate the Contract and recover payment from the Owner.

### ARTICLE 16 - CONTRACTOR'S REPRESENTATIONS

#### 16.01 Contractor Representations

- A. Contractor makes the following representations when entering into this Contract:
  - 1. Contractor has examined and carefully studied the Contract Documents, and any data and reference items identified in the Contract Documents.
  - 2. Contractor has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
  - 3. Contractor is familiar with and is satisfied as to all Laws and Regulations that may affect cost, progress, and performance of the Work.
  - 4. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Site-related reports and drawings identified in the Contract Documents, with respect to the effect of such information, observations, and documents on:
    - a. The cost, progress, and performance of the Work;
    - b. The means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and
    - c. Contractor's safety precautions and programs.
  - 5. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
  - 6. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
  - 7. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
  - 8. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

9. Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that, without exception, all prices in the Contract are premised upon performing and furnishing the Work required by the Contract Documents.

## **ARTICLE 17 - MISCELLANEOUS**

### **17.01 Cumulative Remedies**

- A. The duties and obligations imposed by this Contract and the rights and remedies available hereunder to the parties hereto are in addition to, and are not to be construed in any way as a limitation of, any rights and remedies available to any or all of them which are otherwise imposed or available by Laws or Regulations, by special warranty or guarantee, or by other provisions of the Contract. The provisions of this paragraph will be as effective as if repeated specifically in the Contract Documents in connection with each particular duty, obligation, right, and remedy to which they apply.

### **17.02 Limitation of Damages**

- A. Neither Owner, Engineer, nor any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, shall be liable to Contractor for any claims, costs, losses, or damages sustained by Contractor on or in connection with any other project or anticipated project.

### **17.03 No Waiver**

- A. A party's non-enforcement of any provision shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Contract.

### **17.04 Survival of Obligations**

- A. All representations, indemnifications, warranties, and guarantees made in, required by, or given in accordance with the Contract, as well as all continuing obligations indicated in the Contract, will survive final payment, completion, and acceptance of the Work or termination or completion of the Contract or termination of the services of Contractor.

### **17.05 Contractor's Certifications**

- A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract.

### **17.06 Controlling Law**

- A. This Contract is to be governed by the law of the state in which the Project is located.

IN WITNESS WHEREOF, Owner and Contractor have signed this Contract.

This Contract will be effective on \_\_\_\_\_ (which is the Effective Date of the Contract).

OWNER:

CONTRACTOR:

By: City of Ketchum

By: Canyon Excavation, LLC

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

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

*(If Contractor is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)*

Attest: \_\_\_\_\_

Attest: \_\_\_\_\_

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

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

Address for giving notices:

Address for giving notices:

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

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

License No.: Class A - 022954  
(where applicable)

*(If Owner is a corporation, attach evidence of authority to sign. If Owner is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of this 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: 23095**

<b>To:</b> 5046 CANYON EXCAVATION. LLC BOX 961 SHOSHONE ID 83352	<b>Ship to:</b> CITY OF KETCHUM PO BOX 2315 KETCHUM ID 83340
--	---

P. O. Date	Created By	Requested By	Department	Req Number	Terms
04/26/2023	bancona	bancona		0	

Quantity	Description	Unit Price	Total
1.00	4TH ST CORRIDOR HERITAGE PROJECT 03-4193-7120	420,143.68	420,143.68
	SHIPPING & HANDLING		0.00
	TOTAL PO AMOUNT		420,143.68

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



City of Ketchum

### MEETING AGENDA MEMO

Meeting Date:  Staff Member/Dept:

Agenda Item:

**Recommended Motion:**

I move to approve Contract #23091 with Lily and Fern for city Flowers and flower bed maintenance

**Reasons for Recommendation:**

Each year the city contracts with a company to plant flower beds on 4<sup>th</sup> Street, Forest Service Park and Town square, grow hanging baskets and inserts for big concrete planters for various locations. The contractor also provides maintenance once a week for 12 weeks and removes annuals and cut perennials at the end of the growing season.

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

**Sustainability Impact:**

**Financial Impact:**

None OR Adequate funds exist in account:	01-4194-4220 Professional services city beautification 01-4194-4200 Professional services
--	--

**Attachments:**

1. Contract Lily and Fern

2. Purchase order 23091

3.

### 2023 Ketchum City Seasonal Flowers

	Lily & Fern (Whitehead Flowers)			HB's/inserts	Delivery	Annuals/Per	Labor	Setup	Maint.	Takedown	
<b>City Hall</b>			Each	Total							
0	18" WBox	0	\$0.00	\$0.00							
0	24" WBox	0	\$0.00	\$0.00							
0	30" WBox	0	\$0.00	\$0.00							
1	21" inserts	0	\$0.00	\$0.00					\$0.00		
6 hrs.	Maintenance	0	\$70.00	\$0.00					\$0.00		
4 hrs.	Take Down	0	\$70.00	\$0.00						\$0.00	
<b>City &amp; Courtyard</b>											
32	17" HB's	32	\$93.23	\$2,983.36							
7	15" inserts	7	\$87.44	\$612.08							
10	18" inserts	10	\$106.75	\$1,067.50							
6	24" inserts	6	\$160.55	\$963.30							
190	4" Annuals	190	\$3.50			\$665.00					
780	6" Annuals/Perennials	780	\$6.50			\$5,070.00					
<b>Do not plant in the 6" border of all planting beds.</b>											
32.5	Install hrs.	32.5	\$70.00				\$2,275.00				
48	Maintenance	48	\$70.00						\$3,360.00		
20	Fall Clean	20	\$70.00						\$1,400.00		
<b>Forest Service Park</b>											
30	4"	30	\$3.50			\$105.00					
18	6"	18	\$6.50			\$117.00					
4 hrs.	Spring Clean	4	\$70.00						\$280.00		
15 hrs.	Maintenance	15	\$70.00						\$1,050.00		
6 hrs.	Fall Clean	6	\$70.00						\$420.00		
	Fertilization / water truck	6	\$70.00						\$420.00		
\$1,000.00	Delivery (incl Street,FS)				\$1,000.00						
28 hrs.	Setup (incl Courtyard,Streets, FS)	28	\$70.00					\$1,960.00			
				\$5,626.24	\$1,000.00	\$5,957.00	\$2,275.00	\$1,960.00	\$6,930.00	\$0.00	
				\$5,626.24	\$1,000.00	\$5,957.00	\$2,275.00	\$1,960.00	\$6,930.00	\$0.00	
	<b>Totals</b>			\$5,626.24	\$1,000.00	\$5,957.00	\$2,275.00	\$1,960.00	\$6,930.00	\$0.00	
220 - 4"	May 2022 - \$5,937.06, June 2022 - \$5,937.06, July 2022 - \$5,937.06, August 2022 - \$5,937.06								<b>2023 Total</b>	<b>\$23,748.24</b>	
798 - 6"											
Approval Signature: _____					Date: _____						



**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: 23091**

<b>To:</b> 2859 LILY & FERN, LLC 4302 GLENBROOK DR HAILEY ID 83333	<b>Ship to:</b> CITY OF KETCHUM PO BOX 2315 KETCHUM ID 83340
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P. O. Date	Created By	Requested By	Department	Req Number	Terms
04/24/2023	kchoma	kchoma		0	

Quantity	Description	Unit Price	Total
1.00	SEASONAL CITY FLOWERS 01-4194-4220	23,748.24	23,748.24
	SHIPPING & HANDLING		0.00
	TOTAL PO AMOUNT		23,748.24

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





City of Ketchum

### CITY COUNCIL MEETING AGENDA MEMO

Meeting Date:  Staff Member/Dept:

Agenda Item:

**Recommended Motion:**

I move to approve Agreement #22851 with the HDR Engineering, Inc for a Master Services Agreement for Professional Services and Purchase Order #23090 for Task Order #01 to the agreement for a not to exceed amount of \$250,340.00.

**Reasons for Recommendation:**

- The Utilities Department uses an engineering firm to perform “on-call” engineering services for capital improvements at the wastewater treatment facility.
- HDR Engineering, Inc currently has a Master Services Agreement with the City of Ketchum and Sun Valley Water and Sewer District for work at the treatment facility.
- The new agreement will account for changes in HDR’s Terms and Conditions which have been made since the previous agreement was entered into.
- Task Order #01 is for the detailed design of the activated sludge aeration system upgrades portion of the Capital Improvement Projects at the wastewater treatment plant.

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

**Sustainability Impact:**

None OR state impact here: The new equipment and process will reduce energy consumption at the treatment plant, helping Ketchum realize its sustainability goals.

**Financial Impact:**

None OR Adequate funds exist in account:	Adequate funds for this design package are in the FY23 Wastewater CIP budget. Estimated construction cost for the project is \$3.788M. This is a capital improvement expense which will be shared equally with the Sun Valley Water and Sewer District.
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Attachments:

1. HDR Master Services Agreement
2. Purchase Order #23090
3. HDR Task Order #01
4. AB Blower Tech Memo
5. MLE Tech Memo

## MASTER SHORT FORM AGREEMENT FOR PROFESSIONAL SERVICES

**THIS AGREEMENT** is made as of this \_\_\_\_\_ day of April, 2023, between \_\_\_\_\_ City of Ketchum and Sun Valley Water & Sewer District (SVWSD), hereinafter referred to as "OWNER", and HDR Engineering, Inc., hereinafter referred to as "ENGINEER" or "CONSULTANT," for engineering services as described in this Agreement.

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

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

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

### SECTION I. PROJECT TASK ORDER

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

### SECTION II. RESPONSIBILITIES OF OWNER

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

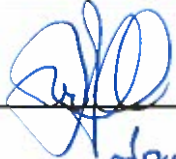
**SECTION III. COMPENSATION**

Compensation for ENGINEER's Services shall be in accordance with Part 5 of each Task Order, and in accordance with paragraph 11 of the attached HDR Engineering, Inc. Terms and Conditions.

**SECTION IV. TERMS AND CONDITIONS OF ENGINEERING SERVICES**

The HDR Engineering, Inc. Terms and Conditions, which are attached hereto in Exhibit B, are incorporated into this Agreement by this reference as if fully set forth herein.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first written above.

<u>City of Ketchum</u> "OWNER"	<u>Sun Valley Water &amp; Sewer District (SVWSD)</u> "OWNER"
BY: _____	BY:  _____
NAME: _____	NAME: <u>James Lloyd</u>
TITLE: _____	TITLE: <u>Commissioner</u>
ADDRESS _____ _____	ADDRESS: _____ _____

HDR ENGINEERING, INC.  
"ENGINEER"

BY: \_\_\_\_\_

NAME: Kate Eldridge

TITLE: Sr Vice President

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

**EXHIBIT A**

**TASK ORDER**

This Task Order pertains to an Agreement by and between \_\_\_\_\_, (“OWNER”), and HDR Engineering, Inc. (“ENGINEER”), dated \_\_\_\_\_, 20\_\_\_\_, (“the Agreement”). Engineer shall perform services on the project described below as provided herein and in the Agreement. This Task Order shall not be binding until it has been properly signed by both parties. Upon execution, this Task Order shall supplement the Agreement as it pertains to the project described below.

TASK ORDER NUMBER:  
PROJECT NAME:

PART 1.0 PROJECT DESCRIPTION:

PART 2.0 SCOPE OF SERVICES TO BE PERFORMED BY ENGINEER ON THE PROJECT:

PART 3.0 OWNER'S RESPONSIBILITIES:

PART 4.0 PERIODS OF SERVICE:

PART 5.0 ENGINEER'S FEE:

PART 6.0 OTHER:

This Task Order is executed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
"OWNER"

HDR ENGINEERING, INC.  
"ENGINEER"

BY: \_\_\_\_\_

BY: \_\_\_\_\_

NAME: \_\_\_\_\_

NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

TITLE: \_\_\_\_\_

ADDRESS: \_\_\_\_\_  
\_\_\_\_\_

ADDRESS: \_\_\_\_\_  
\_\_\_\_\_

Example

**EXHIBIT B**  
**TERMS AND CONDITIONS**

# HDR Engineering, Inc. Terms and Conditions for Professional Services

## 1. STANDARD OF PERFORMANCE

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

## 2. INSURANCE/INDEMNITY

ENGINEER agrees to procure and maintain, at its expense, Workers' Compensation insurance as required by statute; Employer's Liability of \$250,000; Automobile Liability insurance of \$1,000,000 combined single limit for bodily injury and property damage covering all vehicles, including hired vehicles, owned and non-owned vehicles; Commercial General Liability insurance of \$1,000,000 combined single limit for personal injury and property damage; and Professional Liability insurance of \$1,000,000 per claim for protection against claims arising out of the performance of services under this Agreement caused by negligent acts, errors, or omissions for which ENGINEER is legally liable. If flying an Unmanned Aerial System (UAS or drone), ENGINEER will procure and maintain aircraft unmanned aerial systems insurance of \$1,000,000 per occurrence. OWNER shall be made an additional insured on Commercial General and Automobile Liability insurance policies and certificates of insurance will be furnished to the OWNER. ENGINEER agrees to indemnify OWNER for third party personal injury and property damage claims to the extent caused by ENGINEER's negligent acts, errors or omissions. However, neither Party to this Agreement shall be liable to the other Party for any special, incidental, indirect, or consequential damages (including but not limited to loss of use or opportunity; loss of good will; cost of substitute facilities, goods, or services; cost of capital; and/or fines or penalties), loss of profits or revenue arising out of, resulting from, or in any way related to the Project or the Agreement from any cause or causes, including but not limited to any such damages caused by the negligence, errors or omissions, strict liability or breach of contract. The employees of both parties are intended third party beneficiaries of this waiver of consequential damages.

## 3. OPINIONS OF PROBABLE COST (COST ESTIMATES)

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

## 4. CONSTRUCTION PROCEDURES

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

entitled to review all construction contract documents and to require that no provisions extend the duties or liabilities of ENGINEER beyond those set forth in this Agreement. OWNER agrees to include ENGINEER as an indemnified party in OWNER's construction contracts for the work, which shall protect ENGINEER to the same degree as OWNER. Further, OWNER agrees that ENGINEER shall be listed as an additional insured under the construction contractor's liability insurance policies.

## 5. CONTROLLING LAW

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

## 6. SERVICES AND INFORMATION

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

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

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

## 7. SUCCESSORS, ASSIGNS AND BENEFICIARIES

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

## 8. RE-USE OF DOCUMENTS

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



arising or resulting therefrom. Any such verification or adaptation will entitle ENGINEER to further compensation at rates to be agreed upon by OWNER and ENGINEER.

**9. TERMINATION OF AGREEMENT**

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

**10. SEVERABILITY**

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

**11. INVOICES**

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

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

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

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

**12. CHANGES**

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

of the services, an equitable adjustment shall be made, and the Agreement modified accordingly.

**13. CONTROLLING AGREEMENT**

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

**14. EQUAL EMPLOYMENT AND NONDISCRIMINATION**

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

**15. HAZARDOUS MATERIALS**

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

**16. EXECUTION**

This Agreement, including the exhibits and schedules made part hereof, constitute the entire Agreement between ENGINEER and

OWNER, supersedes and controls over all prior written or oral understandings. This Agreement may be amended, supplemented or modified only by a written instrument duly executed by the parties.

#### **17. ALLOCATION OF RISK**

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

#### **18. LITIGATION SUPPORT**

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

#### **19. NO THIRD PARTY BENEFICIARIES**

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

#### **20. UTILITY LOCATION**

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

#### **21. UNMANNED AERIAL SYSTEMS**

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

#### **22. OPERATIONAL TECHNOLOGY SYSTEMS**

OWNER agrees that the effectiveness of operational technology systems and features designed, recommended or assessed by ENGINEER (collectively "OT Systems") are dependent upon OWNER's continued operation and maintenance of the OT Systems

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

#### **23. FORCE MAJEURE**

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

#### **24. EMPLOYEE IMMUNITY (Only for Projects Located in Florida)**

THE PARTIES ACKNOWLEDGE THAT PURSUANT TO APPLICABLE FLORIDA STATUTES AN INDIVIDUAL EMPLOYEE OR AGENT MAY NOT BE HELD INDIVIDUALLY LIABLE FOR NEGLIGENCE WITH REGARD TO SERVICES PROVIDED UNDER THIS AGREEMENT. To the maximum extent permitted by law, the Parties intend i) that this limitation on the liability of employees and agents shall include directors, officers, employees, agents and representatives of each Party and of any entity for whom a Party is legally responsible, and ii) that any such employee or agent identified by name in this Agreement shall not be deemed a Party. The Parties further acknowledge that the Florida statutes referred to above include but are not limited to: §558.0035(1)(a)-(e); §471.023(3)(an engineer is personally liable for negligence except as provided in § 558.0035); §472.021(3) (surveyor and mapper); §481.219(11)(architect and interior designer); §481.319(6) (landscape architect); and §492.111(4) (geologist).



**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: 23090**

<b>To:</b> 2319 HDR ENGINEERING, INC. BOX 74008202 CHICAGO IL 60674-8202	<b>Ship to:</b> CITY OF KETCHUM PO BOX 2315 KETCHUM ID 83340
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P. O. Date	Created By	Requested By	Department	Req Number	Terms
04/21/2023	bancona	bancona	Utilities/Wastewater	0	

Quantity	Description	Unit Price	Total
1.00	TASK ORDER#001 AB UPGRADE DETAILED DESIGN 67-4350-7815	250,340.00	250,340.00
	SHIPPING & HANDLING		0.00
	TOTAL PO AMOUNT		250,340.00

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

**EXHIBIT A**  
**TASK ORDER #01**

This Task Order pertains to the Master Services Agreement by and between City of Ketchum, ID / Sun Valley Water & Sewer District, Sun Valley, ID (“OWNERS”), and HDR Engineering, Inc. (“ENGINEER”), dated \_\_\_\_\_, 2023, (“AGREEMENT”). Engineer shall perform services on the project described below as provided herein and in the MSA. This Task Order shall not be binding until it has been properly signed by both parties. Upon execution, this Task Order shall supplement the Agreement as it pertains to the project described below.

**TASK ORDER NUMBER:** Task Order #01

**PROJECT NAME:**

Ketchum / SVWSD Water Reclamation Facility (WRF) – Aeration Upgrades:  
Detailed Design

**PART 1.0 TASK ORDER DESCRIPTION:**

Provide detailed design for activated sludge aeration system upgrades as described in two technical memoranda:

1. Aeration Basin (AB) Blower Technical Memorandum
2. Modified Ludzack-Ettinger (MLE) Technical Memorandum (AB #3 and #4)

**PART 2.0 SCOPE OF SERVICES TO BE PERFORMED BY ENGINEER:**

See Exhibit A.

**PART 3.0 OWNER’S RESPONSIBILITIES:**

See Exhibit A.

**PART 4.0 PERIOD OF SERVICE:**

May 2023 – December 2023

**PART 5.0 ENGINEER’S FEE:**

See Exhibit A for fee breakdown.

Task Order #01: Detailed Design for Aeration Upgrades **\$250,340.00**

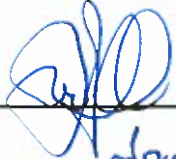
**SECTION III. COMPENSATION**

Compensation for ENGINEER's Services shall be in accordance with Part 5 of each Task Order, and in accordance with paragraph 11 of the attached HDR Engineering, Inc. Terms and Conditions.

**SECTION IV. TERMS AND CONDITIONS OF ENGINEERING SERVICES**

The HDR Engineering, Inc. Terms and Conditions, which are attached hereto in Exhibit B, are incorporated into this Agreement by this reference as if fully set forth herein.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first written above.

<u>City of Ketchum</u> "OWNER"	<u>Sun Valley Water &amp; Sewer District (SVWSD)</u> "OWNER"
BY: _____	BY:  _____
NAME: _____	NAME: <u>James Lloyd</u>
TITLE: _____	TITLE: <u>Commissioner</u>
ADDRESS _____ _____	ADDRESS: _____ _____

HDR ENGINEERING, INC.  
"ENGINEER"

BY: \_\_\_\_\_

NAME: Kate Eldridge

TITLE: Sr Vice President

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

**EXHIBIT A****TASK ORDER NO. 01****ENGINEERING SERVICES  
AERATION UPGRADES  
DETAILED DESIGN  
CITY OF KETCHUM / SUN VALLEY WATER & SEWER DISTRICT**

This Task Order pertains to a Master Services Agreement (MSO) by and between City of Ketchum and Sun Valley Water & Sewer District (Ketchum/SVWSD), Ketchum and Sun Valley, Idaho, and HDR Engineering, Inc. ("HDR"), dated \_\_\_\_\_, 2023 ("the Agreement"). HDR shall perform services on the project described below and in the Agreement. This Task Order shall not be binding until it has been properly signed by both parties. Upon execution, this Task Order shall supplement the Agreement as it pertains to the technical services described below.

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## Background

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

The Wastewater Facility Planning Study (FPS) completed in 2022 by HDR identified upgrades needed at the WRF through year 2042. The major near-term improvements identified for the initial projects in years 2023 and 2024 included:

- Aeration blower replacement.
- Aeration basins 3 & 4 conversion from plug-flow complete aeration to the Modified Ludzack-Ettinger (MLE) process.

Two Technical Memorandums (TM) addressed the Aeration Upgrades. The Aeration Basins Blower TM provided the predesign for: 1) replacement of aeration basin blowers due to both failure and age, 2) replacement of aged electrical gear, and 3) construction of a new electrical room for increased blower room space.

The Modified Ludzack-Ettinger (MLE) Conversion TM provided the predesign for promoting denitrification by creating an activated sludge anoxic zone and mixed liquor recycle (MLR). The MLE conversion directly impacts the aeration basin blower sizing by taking advantage of heterotrophic bacteria using nitrate as the terminal electron acceptor instead of oxygen (hence less air required for oxidation of organic material). The TM's were submitted to Idaho

Department of Environmental Quality (DEQ) and approved for development of plans and specifications.

The TM's provide approximately 30 percent (%) design detail. The purpose of this Task Order is to advance the design details and produce contract documents (drawings and specifications) for the construction of the Aeration Upgrades. The detailed design is broken into several stages to allow Owner input at 60% and 90% completion level. At the conclusion of the 90% design, an opinion of probable construction cost (OPCC) will be prepared. The final design (100%) produces the contract documents used by Ketchum/SVWSD to bid project construction. Final design documents also require review by DEQ prior to construction.

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

## Proposed Scope of Services

The purpose of this scope of services is to provide Ketchum/SVWSD with a detailed design (contract documents) defining Aeration Upgrades including: blower installation, blower piping layout, electrical room structural/architectural/HVAC, Aeration Basin (AB) mixers, MLR pumps, and electrical upgrades.

The proposed scope of services for the Aeration Upgrades detailed design includes the following tasks.

## Task 100: Project Management

### Objective

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

### HDR Subtasks

- Communicate with Ketchum/SVWSD and the project team through telephone calls and email communications.
- Monitor team scope, budget, and schedule; delegate task assignments and responsibilities by discipline; and coordinate issues with Ketchum/SVWSD's WRF Supervisor.

- Conduct twice-monthly (up to twelve (12)) coordination conference calls (approximate duration one hour) between HDR project manager and Ketchum/SVWSD project team.
- Document decisions made during conference calls in a decision log.
- Prepare monthly progress reports and invoices that summarize the work progress to date, budget expenditures to date, and identify information requirements or decisions that need to be made by Ketchum/SVWSD.
- Provide review of criteria and concepts being applied to the services in this Task Order.
- Prepare agenda and notes for meetings.

### **Ketchum/SVWSD Involvement**

- Interface with Consultant on project issues.

### **Assumptions**

- Monthly progress reports for the duration of the project, up to 6 months.
- If the scope changes during the life of the project, modification to the original contract agreement will be required per the terms and conditions of the agreement.
- Invoice format will follow standard format by the Consultant.
- Direct expenses for travel and printing will be billed to owner.

### **Deliverables**

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

## **Task 200: Detailed Design, 60% Completion**

### **Objective**

The basis (and preliminary details) of the detailed design is found in the two Technical Memoranda (TM) prepared for this upgrade: Aeration Basins Blower TM and Modified Ludzack-Ettinger (MLE) Conversion TM.

The Detailed Design will provide a comprehensive set of design documents for review by Ketchum/SVWSD. This submittal provides the Ketchum/SVWSD the ability to influence the features of the design. The engineering design requirements for the Aeration Upgrades shall meet the Idaho Code (IDAPA 58.01.16 Section 490: Facility and Design Standards for



Municipal Wastewater Treatment or Disposal Facilities; Biological Treatment) and industry engineering standards.

## Approach

Advance the design of the Aeration Upgrades project from the 30 percent completion stage of the Technical Memoranda (predesigns) to approximately the 60 percent completion with project definition on civil, structural, architectural, process mechanical, HVAC, electrical and instrumentation/control. The duration of this design is estimated to be approximately 3 months.

- Review of the past geotechnical site investigations and survey information (provided by Ketchum/SVWSD) to confirm that information applies for this project and determine if additional investigation is required (as change order).
- Integral to updating the electrical is review and updating of the Process & Instrumentation Diagrams (P&ID).
- Develop drawings that define the size, configuration, process control and key features of the project components defined in the Technical Memorandums defining the upgrades. The number of sheets assumed for each area is shown below in parentheses. The 60 percent completion level will find some sheets fully developed while other sheets are partially developed and some not yet completed.
  - General and Civil Drawings (7 sheets)
  - Structural & Architectural Drawings (11 sheets)
  - Process/Mechanical/HVAC Drawings (10 sheets)
  - Electrical (14)
  - Controls Drawings (15 sheets):
- Develop technical and front end specifications to draft level.
- Develop Owner Furnished Equipment (OFE) procurement package to draft level.
  - Blowers (bid package prepared as part of TM project)
  - Mixers
  - MLR Pumps
  - VFD's (and other long-lead electrical equipment)
- OFE bidding services including responding to bidder inquiries, preparing addenda to OFE pre-procurement documents, evaluating bids, and preparing recommendation for award.
- Develop comprehensive equipment list including equipment data and electrical requirements. Including equipment and instrument tagging.
- Prepare service load calculations, electrical room interior lighting, power distribution plans, energy compliance documents (for lighting systems), prepare P&ID's to document the process changes and the control system, prepare process control narratives for system control, prepare network diagram showing control system

overview and related components, prepare cable schedule detailing control wiring, and prepare control panel layouts (including bill of materials and schematics for UL listing panel construction).

- Update construction sequencing plan and implementation schedule previously developed for the Tech Memos. Collect additional data on costs for integration into the revised OPCC (Task 300).
- Provide technical quality control review by HDR senior design staff.
- 60 percent design development will include a draft submittal to the Ketchum/SVWSD for review and comment.
- Conduct up to one (1) review meeting with Ketchum/SVWSD staff and up to two (2) Consultant staff members to discuss Ketchum/SVWSD comments on draft 60 percent submittal.
- Document decisions made during the review in a decision log.

## Ketchum/SVWSD Involvement

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

## Assumptions

- No geotechnical investigation or survey is required or included in this Scope of Services.
- The design will be completed using 3D building information modeling (BIM) software.
- Drawings will be prepared per HDR standards, and specifications will be prepared using the six digit format of the Construction Specifications Institute (CSI). Front-end specifications will be based upon Engineers Joint Contract Documents Committee (EJCDC) construction contract documents, latest version.
- The design will incorporate HDR and Ketchum/SVWSD engineering and equipment standards to maintain consistency and compatibility with the Ketchum/SVWSD's facilities.

- HDR excludes incorporation of OT Cybersecurity within the design. Where provided Owner standards shall be applied, however, any further risk evaluation or development of cybersecurity mitigations is excluded.
- Two (2) HDR staff (PM, EIT) plus electrical engineer (DC Engineering) will attend the kick-off meeting at the plant which is assumed will require 8 hours, including travel time.
- Conference calls on two week frequency schedule shall be approximately 45 - 60 minutes in duration attended by PM, EIT, Structural, and Electrical.
- HDR's quality assurance manual and design delivery manual will provide the basis of the quality control program.
- Duration of the 60 percent design completion is approximately 3 months.
- Reference for the 60 percent design shall be from the DEQ approved Tech Memos.
- Three (3) HDR staff (PM, EIT, structural) will attend the 60% design review meeting by web based conference call, estimated duration two (2) hours.
- Engineer will prepare and distribute review meeting minutes within seven calendar days of meeting completion date.
- Owner requested changes after the 60 percent design phase will be negotiated via additional services.
- Direct expenses for travel and printing will be billed to Owner (with 10% markup).

## Deliverables

- 60 Percent 3D BIM model (electronic file in Navisworks format transmitted via e-mail).
- 60 Percent Design Drawings (electronic file in .pdf format transmitted via e-mail).
- 60 Percent Specifications (electronic file in .pdf format transmitted via e-mail).
- Updated equipment list, and construction sequencing plan (electronic files .pdf format).
- Eight (8) review meeting agenda and notes (.pdf format transmitted via e-mail), includes kickoff, regular twice monthly, and 60% review meetings (electronic copy in .pdf format transmitted via e-mail).
- Decision log, as requested (electronic file in .pdf format transmitted via e-mail).

## Task 300: Detailed Design, Final Completion

### Objective

Provide a comprehensive set of design documents to allow thorough review by Ketchum/SVWSD at the 90% completion stage. Upon incorporation of final review

comments, this Task shall be complete and the deliverable (drawings and specifications) signed and sealed by the appropriate registered engineers/architects. The contract documents will be submitted to Idaho DEQ for conformance with Idaho code. Once approved by DEQ, Ketchum/SVWSD will have contract documents available in electronic format bidding.

## Approach

Advance the design of the Aeration Upgrades project from the Owner approved 60% completion stage (Task 200 above) to approximately 90% completion. The duration of this design is estimated to be approximately 2.5 months. The 90% completion shall include greater definition of previous civil, structural, architectural, process mechanical, HVAC, electrical and instrumentation / control. After review of the 90% design package with Ketchum/SVWSD (2 week review period), the Final Documents will be prepared. The duration for preparation of final documents is estimated to require an additional two weeks.

- Prepare equipment procurement contract including specifications and drawings.
- Prepare final drawings that define the size, configuration, process control and key features of the project components.
- Control panel layouts, bill of materials, and schematics developed after finalized P&ID and controls narratives.
- Prepare final front end specifications.
  - Division 00 – Procurement and Contracting Requirements
  - Division 01 – General Requirements
- Prepare technical specifications.
  - Division 03 – Concrete
  - Division 04 – Masonry
  - Division 05 – Metals
  - Division 06 – Wood, Plastics, and Composites
  - Division 07 – Thermal and Moisture Protection
  - Division 08 – Openings
  - Division 09 – Finishes
  - Division 23 – Heating, Ventilating, and Air Conditioning
  - Division 26 – Electrical
  - Division 31 – Earthwork
  - Division 32 – Exterior Improvements
  - Division 40 – Process Interconnections

- Division 43 – Process Gas and Liquid Handling, Purification, and Storage Equipment
- Division 46- Water and Wastewater Equipment
- Prepare final opinion of probable construction cost, Class 2.
- Provide technical quality control review of final submittal.
- Equipment procurement contract and final design development will each include a draft submittal (90%) to the Ketchum/SVWSD for review and comment.
- Conduct up to one (1) review meeting with Owner staff and up to two (2) Consultant staff members to discuss Ketchum/SVWSD comments on 90% submittal.
- Submit final design package to Idaho Department of Environmental Quality (DEQ) for review and approval.

### Ketchum/SVWSD Involvement

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

### Assumptions

- One equipment procurement contract will be developed for the equipment manufacturer selected in **Error! Reference source not found..**
- Drawings will be prepared per HDR standards and specifications will be prepared using the six digit format of the Construction Specifications Institute (CSI).
- The design will incorporate Consultant and Owner engineering and equipment standards to maintain consistency and compatibility with the Owner's facilities.
- HDR excludes incorporation of OT Cybersecurity within the design. Where provided Owner standards shall be applied, however, any further risk evaluation or development of cybersecurity mitigations is excluded.
- Project delivery assumes conventional design-bid-build project delivery method.
- No separate value engineering tasks are included.
- Besides separate packages for Owner Furnished Equipment (OFE) defined above, the remainder of the drawings and specifications will be prepared for a single lump sum bid.
- Review meeting will be conducted at the Wastewater Treatment Plant and will last up to three (3) hours.

- Consultant's quality assurance manual and design delivery manual will provide the basis of the quality control program.
- Up to 57 drawings (+/- 5 percent) will be prepared for the Aeration Upgrades Improvements Project. The estimated drawing list is listed below.

#### ESTIMATED DRAWING LIST

1	C	Location, Sheet Index
2	C	General Abbreviations
3	C	Process Flow Diagram / Design Criteria/
4	C	Civil Legend, Equipment and Piping Abbreviations, Design Criteria
5	C	Demolition Plan; Air Intake & Louvers
6	C	Civil Site Plan; Construction Staging & Survey Control
7	C	Civil Details
8	S	Structural General Notes
9	S	Electrical Room Foundation Plan
10	S	Electrical Room Roofing Plan
11	S	Electrical Room Sections
12	S	Electrical Room Details
13	S	Standard Concrete Details
14	S	Standard Masonry Details
15	S	Standard Wood/Metals Details
16	A	Code Compliance
17	A	Blower Building Elevation Views (North and West)
18	A	Blower Building Misc. Architectural Details and Schedules (Doors)
19	D	Blower Isometric Drawing
20	D	Blower Plan & Sections
21	D	Blower Intake Plan & Sections
22	D	Diffuser Replacement Plan
23	D	Mixer Plan & Details
24	D	MLR Pump Plan & Sections <sup>21</sup>
25	D	MLR Sections & Details
26	D	Misc. Details
27	M	Mechanical Legend
28	M	HVAC Plan & Schedules
29	E	Electrical Legend & Symbols
30	E	Notes, Abbreviations, and Area Classification
31	E	Energy Compliance Documents for Lighting System (CommCheck)
32	E	Blower Motor Control Schematic and Field Wiring Diagram

33	E	Mixers and MLR Pumps Motor Control Schematic and Field Wiring Diagram
34	E	Motor Control Schematic Existing Loads
35	E	Motor Control Schematic Existing Loads
36	E	Site Electrical/Controls Plan
37	E	Blower Building Demolition One-Line Diagram
38	E	Blower Building Electrical/Controls Demolition Plan
39	E	Blower Building New One-Line Diagram
40	E	Blower Building New Electrical/Controls Plan
41	E	Blower Building Panelboard and Luminaire Schedules
42	E	Aeration Basin Electrical Plan
43	I	Instrumentation & Controls Legend
44	I	Aeration Basin P&ID
45	I	Blower P&ID
46	I	SCADA Network Diagram (Demo and New)
47	I	Instrument/Cable Schedule
48	I	SCADA Panel Layout
49	I	SCADA Panel Bill of Materials
50	I	SCADA Panel Schematic
51	I	SCADA Panel Schematic
52	I	SCADA Panel Schematic
53	I	SCADA Panel Schematic
54	I	SCADA Panel Schematic
55	I	SCADA Panel Schematic
56	I	SCADA Panel Schematic
57	I	SCADA Panel Schematic

- No new drawings or specification sections are expected following this 90 percent submittal.
- The detailed design will advance the completion level and refine the opinion of probable construction cost (OPCC) to Class 2, -10% to +20% range of accuracy based upon AACE International Recommended Practice No. 18R-97 (Tech Memo OPCC's provided a Class 3 estimate with an accuracy range of -15%, +30%). Current market volatility in materials and labor market restrict our estimate to Class 2 level.

In addition it should be understood that providing opinion of cost for the PROJECT, CONSULTANT has no control over cost or price of labor and materials, unknown or latent conditions of existing equipment or structures that might affect operation or maintenance costs, competitive bidding procedures and market conditions, time or quality of performance by operating personnel or third parties, and other economic and operational factors that might materially affect the ultimate PROJECT cost or

schedule. The CONSULTANT, therefore, will not warranty that the actual PROJECT costs will not vary from CONSULTANT’S opinions, analyses, projections, or estimates.

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

**Deliverables**

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

Review meeting agenda (up to five (5) hard copies) and notes (electronic copy in .pdf format transmitted via e-mail).



# Project Schedule

The project schedule for performing the Task Order is as follows:

<b>Task</b>	<b>Schedule</b> (Assuming NTP April 17, 2023)
Task 100 – Project Management	On-going
Task 200 – 60% Design	August 7, 2023
Task 300 – Final Design	November 13, 2023

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

# Compensation

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

<b>Task</b>	<b>Budget</b>
Project Management	\$21,750
60% Design	\$129,970
Final Design	\$98,620
<b>TOTAL</b>	<b>\$250,340</b>

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

End of Task Order #01



# Aeration Basin Blowers Technical Memorandum

*City of Ketchum & Sun Valley Water and Sewer  
District Water Reclamation Facility*

*Ketchum, Idaho  
March 16, 2023*



03/16/2023



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- Appendix A. NDPES Permit
- Appendix B. Recycled Water Permit and Fact Sheet
- Appendix C. 10-Year Capital Improvement Plan

## Acronyms

AAF	Average annual flow
BOD	Biochemical oxygen demand
DO	Dissolved oxygen
EA	Each
EIFS	Exterior insulation finish system
FPS	Facility Planning Study
HP	Horsepower
HVAC	Heating, ventilation, and air-conditioning
lb/d	Pounds per day
LS	Lump sum
MCC	Motor control center
mg/L	Milligrams per liter
MGD	Million gallons per day
MLE	Modified Ludzack-Ettinger
NH <sub>3</sub> -N	Ammonia-nitrogen
OFE	Owner Furnished Equipment
PLC	Programmable logic controller
RAS	Return activated sludge
SCFM	Standard cubic feet per minute
SVWSD	Sun Valley Water and Sewer District
TKN	Total Kjeldahl nitrogen
TN	Total nitrogen
TP	Total phosphorus
TSS	Total suspended solids
UV	Ultraviolet
VFD	Variable frequency drive
WRF	Water Reclamation Facility

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# 1 Introduction

The City of Ketchum's (Ketchum) and Sun Valley Water and Sewer District's (SVWSD) jointly owned Ketchum / SVWSD Water Reclamation Facility (WRF) is an extended aeration activated sludge process that consists of screening, grit removal, aeration basins, secondary clarification, filtration, and ultraviolet (UV) disinfection. The solids handling facilities include an aerobic digester and solids gravity thickener.

The Wastewater Facility Planning Study (FPS) completed in 2022 (HDR 2022) identified upgrades needed at the WRF through year 2042. The major near-term improvements identified for 2023 through 2027 include:

- Aeration blower replacement.
- Aeration basins 3 & 4 conversion from plug-flow complete aeration to the Modified Ludzack-Ettinger (MLE) process.
- Solids thickening and dewatering facilities.
- Aeration basin 1 & 2 conversion from complete-mix aeration to the MLE process.

This Technical Memorandum (TM) addresses the replacement of an aeration basin turbo blower that failed in 2021. Repair work completed in 2022 did not repair the turbo blower and prompted the need for immediate replacement. This in conjunction with the remaining centrifugal blower being 40-year's old drive the urgency. Final blower sizing defined in this TM accounts for growth during the 20-year planning period and activated sludge conversion to MLE that reduces aeration demand. The other upgrade associated with the blower replacement is blower building electrical improvements. The electrical upgrade is driven due to space limitations in the existing blower room and the age of some of the electrical equipment (almost 40 years).

## 1.1 Coordination with Facility Plan

The technology selection for the blower type was completed during the FPS planning stage and recommended the hybrid, or twisted tri-lobe, positive displacement blower for both efficiency and maintenance. The FPS identified replacing the old centrifugal blower with a new hybrid blower first, then adding a second hybrid blower and expanding the aeration blower room (two hybrids and two turbos in service). The final step was replacing each of the turbos with new hybrids for a total of four hybrid blowers. This 20-year upgrade strategy included an expansion of the building east towards Clarifier No. 1 with the second hybrid blower to provide enough floor space for four blowers. Although the FPS had four blowers at the end of the 20-year planning period layout, updated modeling reveals reduced air demand only requires three blowers.

The turbo blowers were installed in 2014 with the failure of the center unit in 2021, well short of the typical 20-year design lifespan of blowers. Since the turbo blower repair in April 2022 failed, the replacement strategy proposed in the FPS requires modification. The first new hybrid will replace the failed turbo and the second hybrid will replace the centrifugal blower. The third hybrid will replace the final working turbo. Two hybrids will be installed now with the two existing blowers removed.

Two hybrid blowers plus one turbo will provide sufficient redundancy at peak hour air requirements through 2039. Placing the remaining turbo blower in the standby position should put the least amount of stress on the turbo blower. Due to lack of confidence in the turbo blower, the third hybrid is planned to replace the remaining turbo in 2030. This FPS planning approach assumes the remaining turbo will operate for a period of just over 15 years.

A new dedicated electrical room will house a new distribution switchboard, variable frequency drives, Motor Control Center (MCC), distribution panelboards, and SCADA panel. The electrical room will extend to the west of the building and square off the west side with the air intake room. This new space in the blower room will allow three hybrids to be installed without expanding the Aeration Blower Building to the east towards Clarifier No. 1.

## 1.2 Equipment and Piping Labeling Scheme

The Ketchum / SVWSD WRF does not have a consistent equipment labeling scheme across the plant and has historically used different labeling schemes in each design package. This section describes the proposed labeling schemes for design packages for the Ketchum / SVWSD WRF from this point forward. Using a consistent labeling scheme plantwide for all design projects will help maintain consistency throughout the various projects and with overall records. The proposed labeling tables are not necessarily inclusive of all items at the WRF and can be expanded as needed in the future to accommodate items not shown.

Equipment will be identified by an equipment tag that will be used through the Contract Documents. Equipment will be numbered according to the following format:

- AAA-XY

Abbreviations are defined as follows:

- AAA            Equipment abbreviation (by type) as defined in Table 1.
- X                Process area as defined in Table 2.
- YY              Suffix for equipment number in the process area.

For example, P-103 represents the Influent Pump 03.

Table 3 lists the piping services, and the pipe materials historically used for each service, at the WRF.





**Table 1. Equipment and Valve Abbreviations**

Abbreviation	Description
<b>Equipment</b>	
ADG	Air Diffuser Grid
B	Blower
CS	Carbon Scrubber
F	Fan
FLT	Filter
GC	Grit Classifier / Washer
HST	Hoist
MECH	Mechanism (Clarifiers)
MXR	Mixer
PBS	Polymer Blending System
PRV	Pressure Reducing / Regulating / Relief Valve
SCP	Screw Press
SCRN	Screen
SF	Supply Fan
T	Tank
UH	Unit Heater
UV	UV Disinfection System
WC	Washer/Compactor
<b>Valves &amp; Miscellaneous</b>	
BFV	Butterfly Valve
BV	Ball Valve
CV	Check Valve
FCV	Flow Control Valve
GV	Globe Valve
PV	Plug Valve
RPBP	Reduced Pressure Backflow Preventer
SLG	Slide Gate
SP	Sample Port
STR	Strainer
SV	Solenoid Valve

**Table 2. Process Areas**

Number	Process Area
1	Screening & Influent Pumping
2	Grit Removal
3	Aeration Basin & Clarifiers
4	Tertiary Filtration & Effluent Pumping
5	Disinfection
6	Aerobic Digesters
7	Solids Thickening & Dewatering
8	Chemical Dosing & Plant Drain
9	Recycled Water
10	N/A

**Table 3. Pipe Service Designations**

Service Designation	Material	Service Description
ALP	Type 304 SS	Air Low Pressure
CHM	Vinyl Tubing w/ Conduit Carrier	Chemical
DGS	PVC or DI	Degritted Sewage
D	CI or DWV	Drain
FE	DI or Type 304 SS	Filter Effluent
GR	CI	Grit
ML	DI or Type 304 SS	Mixed Liquor
NG	Polyethylene or Black Steel	Natural Gas
ODA	Type 304L SS	Odorous Air
OF	PVC or DI	Overflow
PW	PVC or DI	Plant Water (Non-Potable)
W	C900 PVC	Potable Water
S	PVC or DI	Raw Sewage
RAS	DI or Type 304 SS	Return Activated Sludge
RUS	DI or C900 PVC	Reuse Water
RD	CI or DWV	Roof Drain
SC	DI or Type 304 SS	Scum
SE	DI or Type 304 SS	Secondary Effluent
SD	PVC	Storm Drain
UV	DI or Type 304 SS	UV Disinfection Effluent
V	CI or DWV	Vent
VTR	CI or DWV	Vent Through Roof
WAS	DI or Type 304 SS	Waste Activated Sludge
SL	DI or Type 304 SS	Sludge

## 2 Aeration Design Criteria

The purpose of this section is to describe the current equipment and building conditions and review biological modeling used to determine the design sizing. Table 4 presents the 2021 design flows identified in the FPS, the current 2022 design flows, and the 20-year planning period (2042) design flows projected in the FPS. The FPS projected a flow increase of approximately 2.5 percent per year to the average annual flow (AAF) over the planning period. The AAF increased by approximately 3.8 percent from 2021 to 2022. However, the AAF decreased by approximately 3.8 percent from 2020 to 2021. It can be assumed that annual flow increases will trend to the projected 2.5 percent in the upcoming years.

**Table 4. Planning Period Design Flows from FPS**

Parameter	FPS (2021)	Current (2022) <sup>1</sup>	Planning Period (2042)
Average Annual (MGD)	1.05	1.09	1.73
Peak Month (MGD)	1.34	1.11	2.57
Peak Day (MGD)	1.49	2.17	3.47
Peak Hour (MGD)	3.05	3.16	5.96

<sup>1</sup> Data used through December 5, 2022.

MGD = million gallons per day

Table 5 presents the 2021 design loads identified in the FPS, the current 2022 design loads, and the 20-year planning period (2042) design loads projected in the FPS.

**Table 5. Planning Period Design Loads from FPS**

Parameter	Average Annual			Peak Month		
	FPS (2021)	Current (2022)	Planning Period (2042)	FPS (2021)	Current (2022)	Planning Period (2042)
BOD (lb/d)	2,348	2,764	3,890	3,857	4,052	5,760
TSS (lb/d)	1,715	1,523	2,900	2,345	2,293	4,300
TP (lb/d) <sup>1</sup>	34	32	58	44	45	86
TKN (lb/d) <sup>2</sup>	351	294	580	446	401	860

<sup>1</sup> TP analysis problems overestimated TP load from February 22, 2022 through March 15, 2022. This data was not used.

<sup>2</sup> Data based on typical WRF influent concentration of 40 mg/L for FPS (2021) and Planning Period (2042) data (M&E 2014). Actual operating data used for Current (2022).

BOD = biochemical oxygen demand; TSS = total suspended solids; TP = total phosphorus; TKN = total Kjeldahl nitrogen; lb/d = pounds per day

As noted in the FPS, there has been an apparent change to the influent wastewater characteristics, especially related to the ratio of biochemical oxygen demand (BOD) to total suspended solids (TSS). Soluble organic flow-weighted concentrations have steadily increased annually since 2017, from 108 milligrams per liter (mg/L) up to the current 2022 average flow-weighted concentration of 303 mg/L. Influent TSS concentration trends remain approximately the same over the same time span. Influent total phosphorus (TP) concentration trends have also remained approximately the same since 2017, other than an appeared spike in influent TP from February 22, 2022 through March 15, 2022 (operations determined that problems related to the TP analysis were the cause of the apparent high TP loads, not actual TP load). The faulty data points indicated that influent TP loads were ranging

from 113 to 198 pounds per day (lb/d). Historical maximum day TP loads have ranged from 47 to 64 lb/d from 2017 to 2021.

## 2.1 Existing Conditions

### 2.1.1 Existing Blowers

The Atlas Copco turbo blower is 160 horsepower (HP) and provides 2,400 standard cubic feet per minute (SCFM) of air at 5.8 pounds per square inch (gauge) (PSIG) to the aeration basins. The two turbo blowers were installed in 2014 and have been the main service blowers for the WRF's aeration basins since they were installed. One turbo blower failed in 2021 and was repaired in April 2022, but the turbo failed a second time in July 2022. The original failure stemmed from a sensor failure, and this sensor failure led to a core failure. The sensor and core were replaced, but ultimately the damage led to a drive failure in July 2022 even after replacement. The second turbo is currently still operational and the primary blower for activated sludge aeration.

The approximately 40-year-old 125-HP centrifugal blower is used to supplement the turbo air flow conditions. The two blowers are currently operated in a lead-lag configuration with no redundant blower. The centrifugal blower is currently running on a timer, where it starts at 10:00 am and shuts off at 1:00 am daily. Confidence in the one remaining turbo blower is low, therefore the WRF is required to depend on the centrifugal blower sized to provide up to 2,100 SCFM as supplemental or backup air to the aeration basins. The blower room can be seen in Figure 1.



Figure 1. Existing Blower Room

The functioning turbo blower can only turn down to approximately 1,250 SCFM (about 2:1 turndown, or 50 percent). The nighttime diurnal flows only require approximately 200 SCFM to maintain DO levels at 2.0 mg/L, with the rest of the airflow wasted within the blower room. The air blowoff valves cycle on and off approximately once every 30 minutes during the nighttime minimum air demand, which occurs from approximately 1:00 am to 5:00 am daily.

### 2.1.2 Existing Electrical Infrastructure

The secondary treatment system electrical equipment (MCC-2) is energized by a 1,000-amp feeder served from the Operations Building electrical room switchgear. MCC-2 details:

- Contains motor starters and fused switches but does not house any VFDs.
- Provides feeders for the externally mounted VFDs for the return activated sludge (RAS) pumps and integrally mounted VFDs within the existing blower equipment.
- Contains only analog meters to measure load current. It does not contain meters that provide the measurement quantities and granularity needed for such things as energy conservation, harmonic measurement, power factor, power usage, etc.
- Has been in service for the secondary treatment system since 1984, is at the end of its useful life, and needs to be replaced.

As seen in Figure 1, MCC-2 is located within a congested area within the blower room behind the blowers, and the SCADA panel is installed adjacent to MCC-2. The RAS pump VFDs are located to the immediate south of the centrifugal blower, as shown in Figure 2. The existing RAS pump VFDs and blower VFDs presently utilize passive harmonic filters that also take up considerable space within the blower room. A new electrical room would help to clear out the blower room space and allow the installation of electrical improvements required to facilitate equipment cutovers during construction, accommodate switchboard, active harmonic filter, additional VFDs and starters associated with the MLE conversion, the new blower VFDs, and distribution panelboards needed for the final facility installation.



**Figure 2. RAS Pump VFD Location**

### 2.1.3 Existing Aeration Blower Building

While the Aeration Blower Building is almost 40 years old, it is in good structural condition. Modifications will be made to the building for the new electrical room on the west side. This includes using the air intake room on the south end of the building. No other changes are anticipated to the existing building.

### 2.1.4 Blower Building Air Intake Changes

To free up the blower building air intake room for re-purposing as electrical space, a pipe-mounted intake filter system is proposed, like the one shown in Figure 3. The 24-inch pipe will be continued out the south wall where the filter system is installed on the end of the intake header. The intake filter systems have removable filter lids and can be provided with polyester or paper filters. The blower unit is provided with an integral filter system; therefore, the air intake filter serves as a “pre-filter”. The opening size differences between polyester and paper filters is not critical- polyester filters have a 5-micron rating and paper filters have a 2-micron rating for the required intake size. We recommend using a polyester filter as they have better resistance to moisture and can be cleaned. The larger opening sizes will also reduce the frequency of cleaning and replacement.

The air intake room modifications include removal of the three wall louvers; the louver on the north wall will be removed and the opening expanded to ground level to become a doorway into the north section of the electrical room. The louvers on the west and south walls will be removed and the opening filled with block and repaired with an insulation finish system (EIFS).



**Figure 3. Pipe-Mounted Inlet Filter Silencer**

(Source: Solberg Manufacturing)

## 2.2 Biological Modeling

A preliminary biological model was developed to predict future design conditions for the WRF's aeration basins and solids handling systems. The model was used for preliminary MLE design during the FPS and refined for final basin configuration. The key assumptions for the MLE process under 2042 conditions are as follows:

- Peak month flow: 2.57 million gallons per day (MGD)
- Peak Month BOD load: 5,760 lb/d
- Peak month total Kjeldahl nitrogen (TKN) load: 860 lb/d
- Basin mixed liquor suspended solids (MLSS) concentration: 4,350 mg/L
- Activated sludge solids retention time (SRT):
  - Average: 15 - 20 days
  - Maximum: 25 - 30 days
- Mixed liquor recycle (MLR) flow rate: 2Q peak month
- RAS flow rate: 0.8Q peak month

The model was calibrated using 2021 influent data, plus an assumed influent TKN concentration of 40 mg/L (M&E 2014). Influent TKN data was not collected in 2021; however, influent TKN data was collected through 2022 and the data indicates the assumed concentration may be slightly above actual conditions (32.2 mg/L average annual).

The FPS modeling predicted an airflow requirement of 4,100 SCFM at average annual conditions, as identified in Table 4 and Table 5 from the FPS. The assumed peak-to-average ratio of 1.76 produced a planning period air demand of 7,200 SCFM. Blower design assumed a daily peaking factor of 1.2 for an ultimate air demand of 8,600 SCFM in 2042. The preliminary blower sizing used three blowers at 3,000 SCFM each for duty and one additional blower for redundancy. Each blower was planned to be 200-HP. The modeling also predicted an effluent total nitrogen (TN) concentration of 6.0 mg/L, effluent ammonia-nitrogen (NH<sub>3</sub>-N) concentration of 0.2 mg/L, and WAS production of 2,430 lb/d.

### 2.2.1 Biological Modeling Update - Airflow

The biological model was recalibrated using 2022 influent data. The model continued to use an assumed influent TKN concentration of 40 mg/L instead of the 2022 influent samples. Due to the variable nature of influent concentrations for all major wastewater constituents over the last five years, it was decided that the more conservative TKN values should be used until additional influent TKN data can be collected.

With the biological model recalibrated to the 2022 plant operating data, a more detailed approach to the process modeling was able to be implemented. The updated model uses the following key assumptions and reflects the same values that were used during the FPS with the exception of an increase in the recycle rate (MLR).

- Peak month flow: 2.57 million gallons per day (MGD)
- Peak Month BOD load: 5,760 lb/d
- Peak month total Kjeldahl nitrogen (TKN) load: 860 lb/d
- Basin mixed liquor suspended solids (MLSS) concentration: 4,350 mg/L
- Aerobic sludge retention time (SRT): 18 days
- Mixed liquor recycle (MLR) flow rate: 4Q peak month
- RAS flow rate: 0.8Q peak month

The model was run to predict air requirements at five-year intervals through the planning period (current 2023, 2027, 2032, 2037, and 2042). The intervals were calibrated using the most current Capital Improvement Plan (CIP), which identifies the timing of blower upgrades and installations, and modifications of the aeration basins to the MLE process. The CIP can be found in Appendix C.

- 2023 model run: Basins 3 & 4 in service, MLE configuration
  - 1,746 SCFM at peak month conditions
  - 2,514 SCFM for peak hour
- 2027 model run: Basins 3 & 4 in service, MLE configuration
  - 2,798 SCFM at peak month conditions
  - 4,030 SCFM for peak hour
- 2032 model run: Basins 1, 2, 3 & 4 in service, MLE configuration
  - 2,750 SCFM at peak month conditions
  - 3,960 SCFM for peak hour



- 2037 model run: Basins 1, 2, 3 & 4 in service, MLE configuration
  - 3,050 SCFM at peak month conditions
  - 4,390 SCFM for peak hour
- 2042 model run: Basins 1, 2, 3 & 4 in service, MLE configuration
  - 3,410 SCFM at peak month conditions
  - 4,910 SCFM for peak hour

The recalibrated model found that running the MLR at 4Q instead of the 2Q identified in the FPS would not pose a significant risk of DO poisoning in the anoxic zone and further reduced the air demand in the aerobic zones. Running at this recycle rate is contingent upon maintaining the DO concentration in the third cell at 1.5 mg/L. The existing system does not have enough turndown at night (diurnal flow variation) to hold a minimum DO. The blower replacements will either need sufficient turndown for nightly air requirements or an air wasting mechanism, such as an air blow-off system, so the third cell is not over-aerated. The on-off control of the hybrid blowers with constant speed motor is also not as critical as this same operation with turbo blowers (high-speed motors, ~ 15,000 – 20,000 rpm).

The model predicted a peak day to peak month ratio (PD:PM) of 1.2 for air demand. This means that the 2042 air demand at peak day conditions requires at least 4,090 SCFM (3,410 SCFM x 1.2). Typically, aeration systems are sized to provide 1.2 times the peak day air requirement to maintain the DO setpoint at peak hourly conditions. This means that the aeration basin blower system should be sized to provide at least 4,910 SCFM (4090 SCFM x 1.2) with the largest unit out of service for 2042 conditions. Blower sizing is set for 2,500 SCFM with three units total at 7.0 PSIG. Each blower will be driven by a 150-HP motor operated on a VFD.

## 2.3 Treatment Requirements

The aeration basins require blowers to generate air to successfully meet permit limits. Activated sludge system requires air to biologically degrade biochemical oxygen demand (BOD) and ammonia-nitrogen (NH<sub>3</sub>-N) in the wastewater. Even though treatment limits at the Ketchum / SVWSD WRF only requires reduction of BOD, concurrent treatment for NH<sub>3</sub>-N cannot be avoided and air demand must be taken into account.

Typical activated sludge systems, such as the existing complete aeration system, use a DO setpoint of 2.0 mg/L in the aeration basins to ensure adequate air is provided to biologically remove BOD and NH<sub>3</sub>-N. This setpoint would also serve adequately for the aerobic cells when the WRF converts to the MLE process. Maintaining DO at less than 1.0 mg/L has the potential to allow poor-settling sludge to accumulate, such as filaments, which can negatively impact plant performance (Richard 2003).

The existing National Pollutant Discharge Elimination System (NPDES) Permit can be found in Appendix A, and the existing Recycled Water Permit and Fact Sheet can be found in Appendix B.

## 3 Aeration Equipment Evaluation

This section provides an evaluation of the different technologies used for wastewater aeration, recommendations for the electrical infrastructure upgrade associated with the secondary treatment system, and the recommended approach to blower procurement and phasing.

### 3.1 Blower Technology

Aeration accounts for over 50 percent of power consumption at WRFs, depending on the treatment process. As the Ketchum/SVWSD WRF aeration basins are converted to MLE process by adding an energy saving anoxic step, the proportion of total WRF power consumption related to aeration in the secondary treatment system will decrease. The energy efficient MLE process also decreases capital costs as the blower size required is smaller.

This section pulls much of the same information presented in the FPS (HDR 2022) and presents the different technologies that are commonly used for aeration in WRFs. Additional discussion, especially related to turndown potential, are added in this memorandum. Turndown is especially critical at the WRF, as the service area experiences heavy seasonal fluctuation on top of the typical diurnal flows a WRF experiences.

The estimated seasonal peak population is up to 40 percent higher (HDR 2022) than the average annual population, which likely has a large influence as to why the ratio of peak day to peak month flow is 1.35 versus the typical 1.20 (M&E 2014), or why the ratio of peak hour to peak month flow is 2.32 versus the typical 1.50 (M&E 2014). These large peaks require blowers to be sized much larger than what is needed for most of the year so turndown is essential to maintain energy efficiency.

#### 3.1.1 Centrifugal Blowers

Multi-stage centrifugal blowers, like the blower found in the (foreground of Figure 1, have been used for wastewater aeration since near the beginning of activated sludge treatment. These blowers use multiple stages of impellers to convert rotational energy into pressure head as shown in Figure 4. These blowers typically operate with the impeller shaft direct coupled to the motor, so they run up to 3,600 revolutions per minute (RPM). Centrifugal blower energy demand is generally the basis of “energy savings” comparisons by other technologies since centrifugal blowers have been the standard aeration technology for decades. Centrifugal blowers have a typical nominal blower efficiency of 60 to 70 percent (M&E 2014).

Centrifugal blowers are equipped with surge control panels that aid in keeping the air flow within the lower and upper limits of the blower curve. Operating outside the limits creates unstable operating conditions and causes automatic shut-down. The blower output can be controlled by either VFD or control of the intake air. Centrifugal blowers have great functionality for flows and pressures as high as 10,000 SCFM and 15 PSIG.

Multi-stage centrifugal blowers generally do not turn down well. Individual units typically cannot turn down more than 2:1 due to the blower curve and surge conditions, so multiple service units need to be used to achieve higher overall turndown.



**Figure 4. Typical Centrifugal Blower Cross-Section**

### 3.1.2 Positive Displacement Blowers

Positive displacement (PD), or rotary lobe, blowers typically use bi- or tri-lobe blower configurations to push air, as seen in Figure 5. PD blowers compress air in the pockets between each lobe and deliver constant-pressure flow. Since PD blowers deliver constant pressure, air flow is directly correlated to the operating speed of the motor and the lobes.

They are simple and easier to maintain than other blower technologies but do not offer significant energy savings, with a typical nominal blower efficiency of 60 to 70 percent (M&E 2014). There are small gaps between the lobes that prevent the lobes from damaging each other from which air can escape and limit the efficiency (slippage). The lobes are often geared such that they spin at a faster rate than the motor shaft, as high as 5,000 RPM or more with a motor rated for 3,600 RPM.

PD blowers are typically used for lower flow (less than 3,000 SCFM), and medium pressure (up to 15 PSIG) applications and generally require more energy than other technologies, with a typical nominal blower efficiency of 45 to 65 percent (M&E 2014). The higher energy consumption is due to “slip”, where the compressed air leaks back into the suction side in the tiny gaps between the lobes. PD blowers have better turndown capabilities compared to multi-stage centrifugal blowers. Turndown is accomplished by either a mechanical reduction in blower speed or electrical reduction in motor speed (VFD). Individual units typically turn down from 2:1 on the low end and 4:1 on the high end, so multiple service units would need to be used to achieve higher overall turndown. However, PD blowers for this application are on the upper end of the typical airflow for consideration.



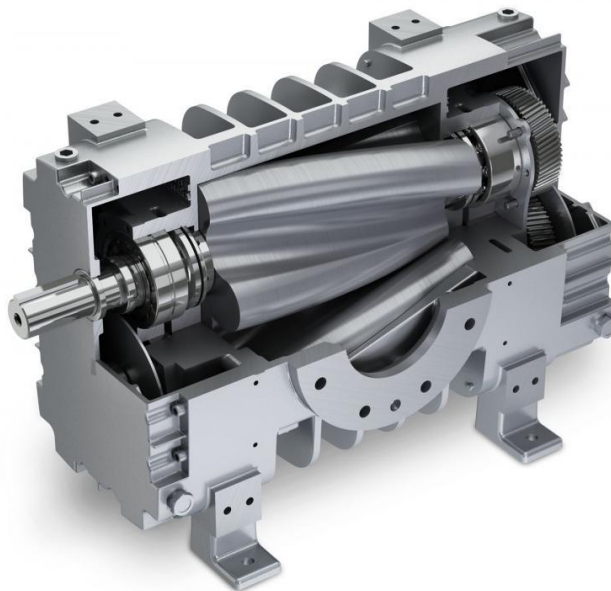
**Figure 5. Typical PD blower Cross-Section**

### 3.1.3 Hybrid Blowers

Hybrid blowers, commonly referred to as twisted tri-lobe blowers, are a specialized type of PD blower. It combines the basic lobe-style compression with the twisted rotor style of screw compressors. The twisted lobes reduce the air slipping problems associated with PD blowers, greatly increasing efficiency. This allows hybrid blowers to take advantage of constant-pressure flow with reduced energy loss. The twisted lobe cross-section can be seen in Figure 6.

Since hybrid blowers take most of its functional design from PD blowers, the lobes spin at the same rates as PD – as high as 5,000 RPM or more with a motor rated for 3,600 RPM. Hybrid blowers can handle a wide variety of airflows. Generally, this technology is used when the application needs air to be compressed between 10 to 15 PSIG. Hybrid blowers used in these pressure ranges are incredibly efficient, with a typical nominal blower efficiency of 70 to 80 percent, with maintenance ease similar to PD blowers. Activated sludge system blowers commonly require air pressures around 10 PSIG. This makes hybrid blowers a strong contender for wastewater aeration.

Hybrid blowers can typically provide up to 5,000 SCFM per unit. Turndown on hybrid blowers is typically around 3:1. Energy efficiency is typically best maintained by using multiple units to achieve a higher overall turndown.



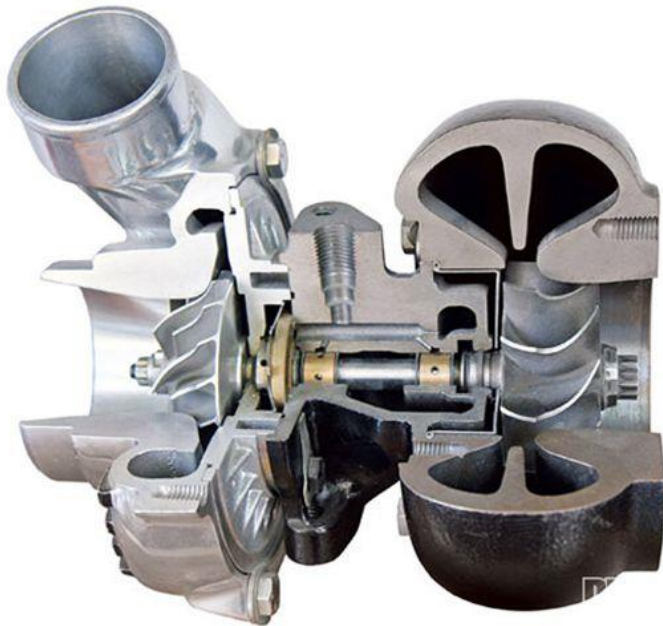
**Figure 6. Typical Hybrid Blower Cross-Section**

### 3.1.4 Turbo Blowers

Turbo blowers are the most advanced compression technology available for wastewater aeration. While the other technologies use motor shafts and bearings to turn the impellers or lobes, turbos use either the incoming air or a magnetic bearing to suspend the impeller. This allows turbos to use small impellers at incredibly high rotational speeds (often up to 24,000 RPM). This is possible because the impeller does not touch any other mechanical parts during typical operation. Turbo blowers have a typical nominal blower efficiency of 75 to 80 percent (M&E 2014).

Because turbos are so technologically advanced, it is not advised that the WRF operators perform maintenance on the equipment. There are also concerns with blower shutdowns as sacrificial bearings are used in the event that the blower loses power or is shut off. Figure 7 **Error! Reference source not found.** depicts a turbo blower impeller.

Turbo blowers are the most efficient technology at pressures between 7 to 10 PSIG. They turn rotational energy into pressure head, like centrifugal blowers, and do not provide constant-pressure flow. These blowers can handle flows as high as 10,000 SCFM per unit. Turbo blowers typically have a higher cost than other types due to the advanced high-speed drives and related high precision. Selection between these two technologies depends on the system, the manufacturer, and operator preferences.



**Figure 7. Typical Turbo Blower Cross-Section**

### 3.1.5 Blower Recommendation

We recommend using the hybrid blower technology for the aeration blower and future digester blowers. This recommendation is based upon standard maintenance requirements, using same type blowers for aeration and digestion, and blower efficiency similar to turbo blowers.

The recommended layout for the aeration system blowers is to use two service hybrid blowers, with one standby unit (three total), to achieve the minimum-required 4,910 SCFM identified by the biological modeling. Using blowers capable of 2,500 SCFM per unit will provide the WRF with flexibility in operation and will be conservative for initial conditions. The preliminary differential pressure required is 7.0 PSIG and will be confirmed prior to equipment bidding.

The motor size for a hybrid blower with a duty point of 2,500 SCFM at 7.0 PSIG is 150-HP. The selected hybrid for this application has a turndown of approximately 3.4:1 at the design flow, compared to the turbo turndown of approximately 1.9:1.

## 3.2 Equipment Procurement

The equipment procurement approach should balance initial capital cost requirements and the construction sequence required in the Wood River Valley. Typically, projects with outside work start in May and attempt to enclose structures in the fall before winter conditions cause increased outside construction costs. Once the building is enclosed, wintertime installation of the equipment can proceed so equipment startup can begin around March or April.

The City of Ketchum and SVWSD prefer a system where the major equipment is Owner Furnished. This approach has assisted in ensuring that high-quality equipment is installed throughout the plant and allows projects to meet the expected summer construction schedule. Wastewater equipment and associated VFDs generally have a delivery time of 20 to 30 weeks from issuance of the purchase order but have been as high as 80 weeks in the last couple years due to supply chain issues related to the COVID-19 pandemic. By procuring the equipment before construction bidding commences, the equipment can arrive on-site very close to the time contractors are ready to install the equipment. This approach was last used for the WRF's Headworks Improvements project completed in 2019 and is anticipated to be used in the upcoming Aeration Basins 3 & 4 MLE Conversion project.

## 3.3 Equipment Sequencing

The planning approach requires two hybrid blowers to be purchased now. The first hybrid should be installed in the middle of the building, replacing the failed turbo blower. The second hybrid should be installed near the basement stairs on the south side of the building, replacing the old centrifugal unit. The centrifugal blower should not be taken offline until the first hybrid is fully operational. Once both hybrid blowers are installed and operating, the turbo on the north end will become the redundant unit as the two hybrids will be sufficiently reliable to avoid running the spare turbo.

The third hybrid blower can be installed around 2030 before it reaches the typical blower lifespan of 20 years, or sooner if it fails. The two hybrid blowers will have sufficient total capacity for aeration if the turbo blower does fail prematurely, but the WRF would fall back into a situation of missing redundancy, albeit with blower units that will be more reliable than the current situation.

Figure 8 details the air demand over the planning period compared to the total and redundant capacities of the blowers. The total capacity is the maximum air the blowers can supply with all units running, and the redundant capacity is the maximum air the blowers can supply with the largest unit out of service.

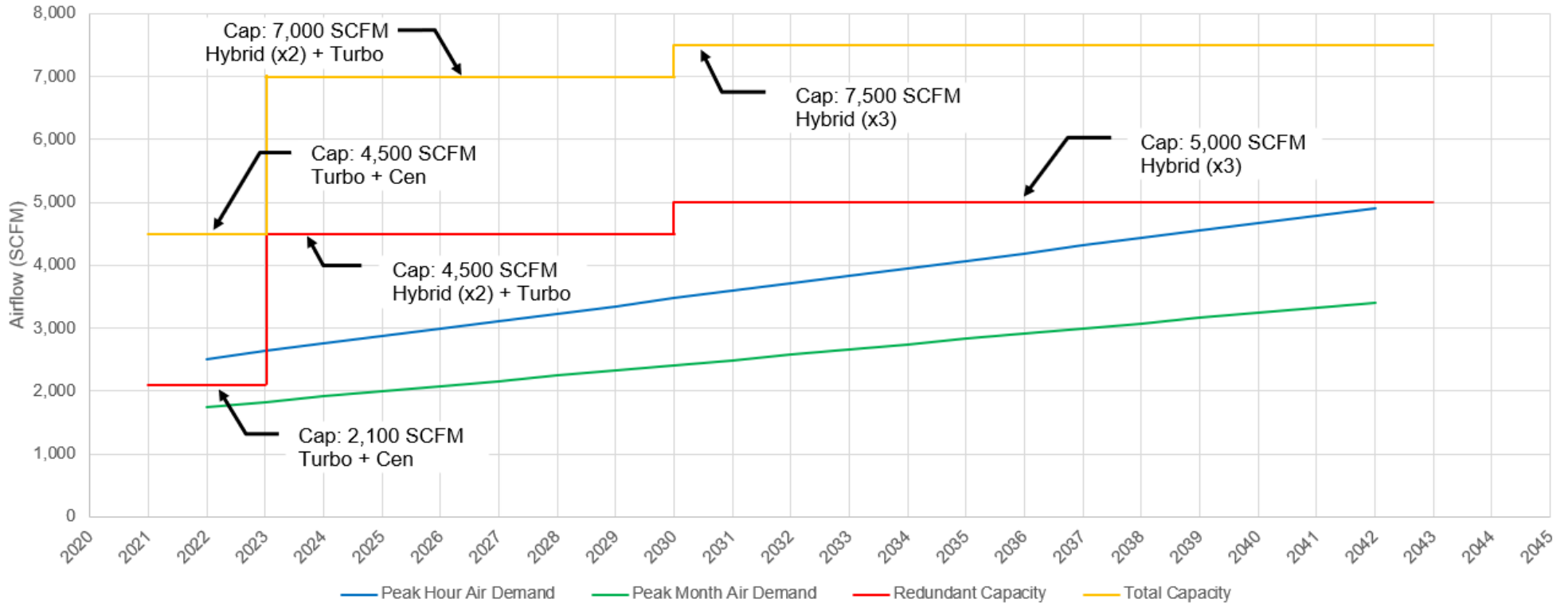


Figure 8. Air Demand versus Blower Capacity Over Time

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## 4 Electrical Infrastructure

A new electrical room will be added on the western side of the Aeration Blower Building. This will relieve the blower room of the current space constraints and allow the electrical equipment its own dedicated room. The electrical room will house a new distribution switchboard, active harmonic filter, variable frequency drives, MCC, distribution panelboards, and SCADA panel. The electrical room will extend to the west of the building and square off the west side with the air intake room, as seen in Figure 9. This new space in the blower room will allow three hybrid blowers to be installed without expanding the Aeration Blower Building to the east towards Clarifier No. 1.

An active harmonic filter will be used instead of passive harmonic filters because; 1) it allows blower operation with the plant engine-generator, 2) it is more effective at harmonic mitigation regardless of which VFD is in operation and where each blower/pump is operating on its pump curve, 3) it is more effective at reducing electrical energy costs, and 4) passive harmonic filter failure will also incapacitate the affected motors, whereas active harmonic filter failure will not.

Power monitors (i.e., metering) will be provided in the main distribution switchboard and MCC. The power monitors and all VFDs, motor starter solid-state overload relays, active harmonic filter, and other load monitoring equipment will be connected via SCADA network to allow greater electrical system visibility, obtain power and power quality data for improved analytics and decision-making, engage in energy efficiency programs, and reduce operating costs.

The existing 1,000-amp feeder from the Operations Building electrical room switchgear is presently installed in conduit, and the conduit is routed in a concrete cable trench with aluminum lids. The cable trench presently allows exterior water to enter the buildings which needs to be mitigated. As such, the cable trench will be filled with concrete as part of this project and the aluminum lids will be removed.

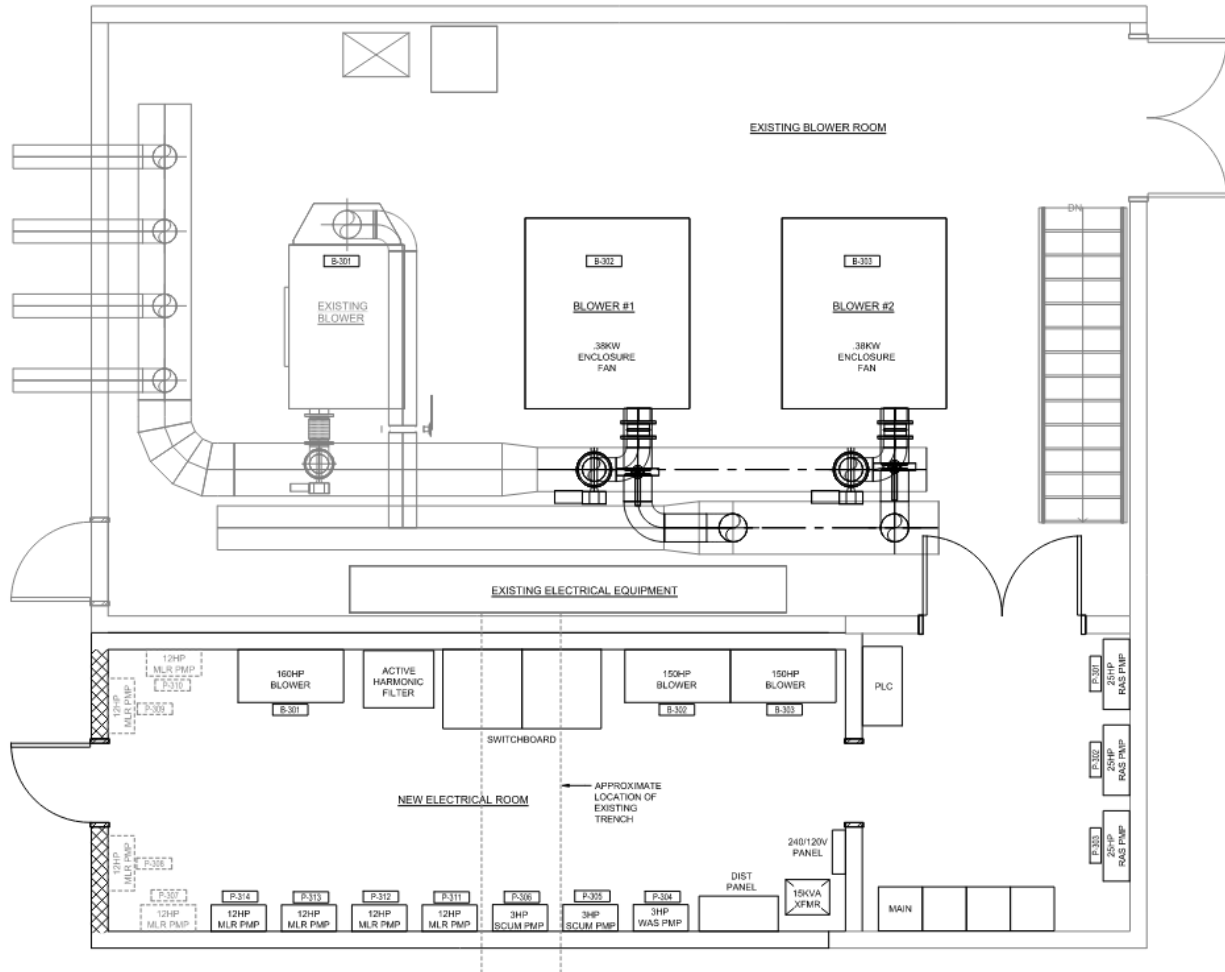


Figure 9. Preliminary Electrical Room Plan

## 4.1 Low-Voltage (600-V) Variable Frequency Drives

- VFDs shall be Rockwell Automation PowerFlex 750 series or equivalent with native Ethernet IP connectivity.
- Integrated VFD system complete with 480-V lockable fused disconnect switch, power/signal conditioning, control power transformer, control relays, axial fan controlled via thermostat, and door-mounted devices. Install each VFD system within its own individual enclosure.
- Conditioning: Provide 5 percent nominal reactance input reactor and 3 percent nominal reactance output reactor for power conditioning. Install all conditioning devices within the drive enclosure.
- Line terminators on motor leads longer than 150 feet.
- Enclosure shall be fan-vented with axial fan controlled via thermostat.
- Provide human-to-machine interface (HMI) mounted on the front door of the VFD enclosure.

## 4.2 Low-Voltage (600-V) Motor Control Centers

- Specify equipment to accommodate competitive bidding from Eaton, Allen-Bradley, or approved equivalent.
- Ethernet IP Protocol: Provide all Ethernet-connected terminal equipment specified within the MCC (i.e., metering, overload relays, etc.) with a native Ethernet IP port. Separate protocol converters and gateways used to convert from other protocols are not acceptable.
- Use MCCs primarily for motor controls. Use panelboards and switchboards to serve branch circuits and other feeders.
- Motor Controller Units: Unit elements shall be of the same manufacturer as the MCCs. Only consider variances to meet Ethernet IP protocol requirements.
- Infrared inspection ports (main breaker sections only).
- Solid-state fully programmable electronic overload relays should be capable of communications with plant SCADA via Ethernet IP. Provide with accessible user interface without opening the cubicle door.
- Tin-plated copper bus.
- Reserve a minimum 25 percent capacity (physical and electrical) on each new MCC bus for future expansion.
- Rated for the available short-circuit current at the point of connection.
- Electromechanical starters: Use motor circuit protector with size based on the specific motor supplied. Trip setting shall be adjustable from 700 to 1,300 percent of the motor full load amperes from the front of the breaker.
- Each electronic overload relay and power monitor (PMD) in the MCC shall be supplied with a means to communicate via Ethernet/IP protocol and be networked via Ethernet switch. The MCC shall have an industrial Ethernet switch and Ethernet wiring incorporated into its design for interfacing the overload relays and meter to the facility control network.

- Provide uninterruptible 120VAC power supply from SCADA panel to the MCC to power the Ethernet switch and PMD.
- Provide properly sized feeder overcurrent protection and instrument transformers for metering.

### 4.3 Active Harmonic Filters

- TCI Harmonic Guard or approved equivalent.
- The filter shall inject harmonic current to cancel load-produced harmonic current so the upstream power harmonic current and voltage are reduced to below 5 percent total demand distortion and 5 percent total harmonic distortion (V), respectfully. The system shall correct all types of nonlinear loads.
- Control modes:
  - Harmonic correction only
  - Power factor correction only
  - Combination harmonic and power factor
- Activate or deactivate correction of reactive current displacement power factor via a door-mounted HMI with touch screen control.
- Provide native Ethernet IP interface for remote communications. Protocol converters and gateways used to convert from other protocols are not acceptable.

### 4.4 Power Monitor and Display

- The power monitor and display (PMD) unit shall monitor all three phases and display volts (phase-to-phase and phase-to-neutral), amperes, power factor, frequency, harmonics, etc.
- Provide with native Ethernet IP communications port (no exceptions) for internal networking via Ethernet switch within switchgear and MCCs and to the plant control network.
- Main switchboard: Allen-Bradley PowerMonitor 5000 model M6 with integral display module or equivalent.
- Main Lug Only MCCs: Allen-Bradley PowerMonitor 500 or equivalent.
- Provide blown fuse indicators on all fuses.
- Provide current transformers with a minimum of 1 percent accuracy at 10 percent of range and all mounting hardware, including, but not limited to, shorting terminal blocks for a complete installation.
- Mount the power monitor in the unit door between 54 inches and 66 inches above the floor when installed on the housekeeping pad.
- Energize power monitors at 120-V via SCADA panel UPS circuit to the switchboard and MCC. Provide a circuit with required overcurrent protection and disconnecting means.

### 4.5 Low-Voltage Distribution: Panelboards and Switchboards

- Circuit breakers shall be fully rated; series-connected ratings are unacceptable.

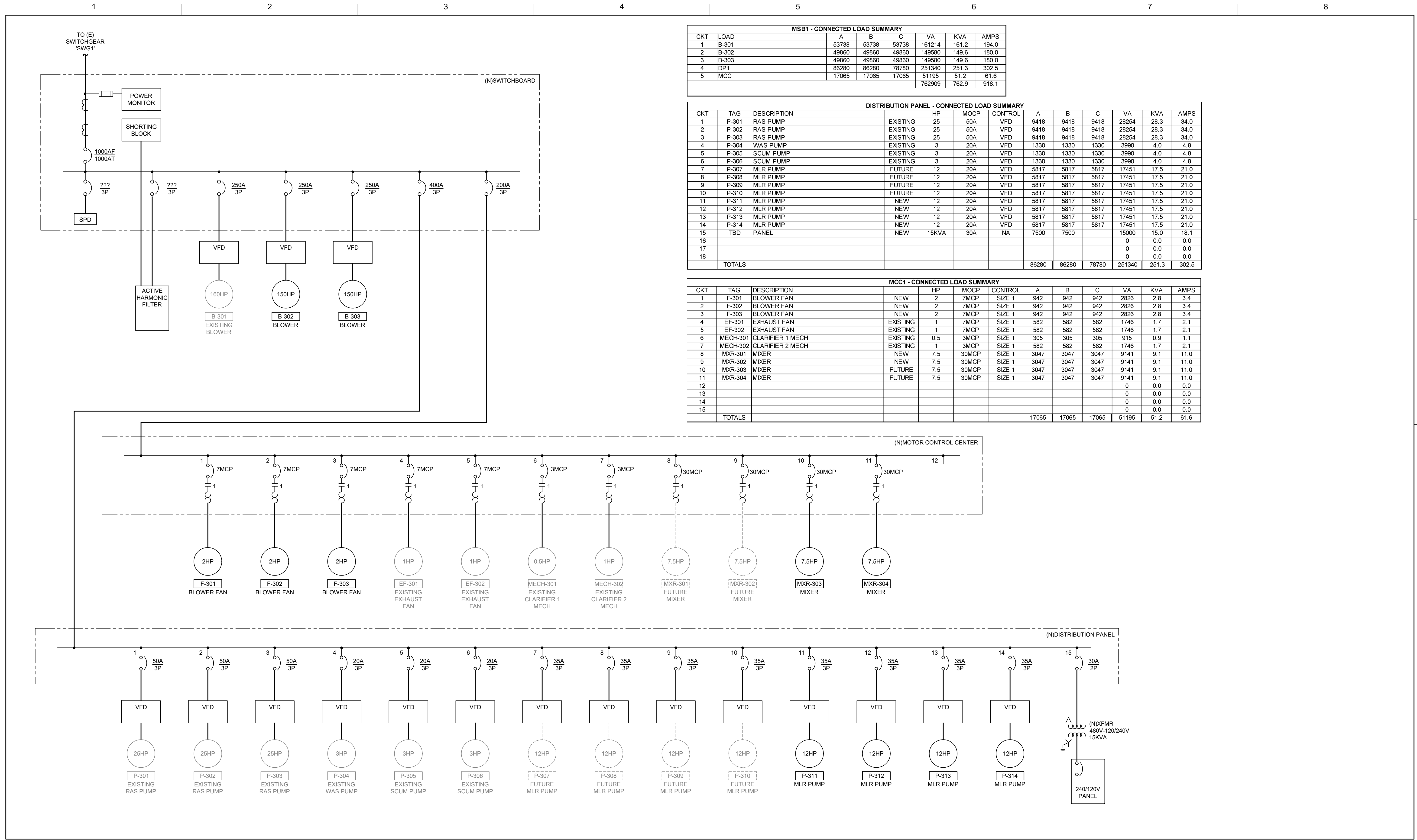
- Circuit breaker bus connections: bolt-on circuit breakers in 480/277-V, and plug-in in 208/120 and 240/120 branch circuit panelboards.
- Use variable magnetic trip elements with single continuous adjustment 3X to 10X for frames greater than 100 amps.
- Tin-plated copper bus.
- Provide arc flash reduction maintenance system on service entrance breakers.

## 4.6 Electrical Equipment Loads

The new blower equipment space requirements in conjunction with outdated electrical equipment are the catalyst for a complete electrical upgrade. Table 6 outlines the preliminary equipment list to be served with the new electrical equipment that replaces MCC-2. A preliminary one-line diagram for the new MCC-2 can be found in Figure 10.

**Table 6. Preliminary List of New & Upgraded Equipment for MCC-2**

Equipment Name	Equipment Number	Capacity	Location	Motor Size (HP)	Voltage (V)	VFD or Constant?	New/Upgraded or Existing
<i>Aeration Blower 01 (FUTURE)</i>	B-301	2,500 SCFM @ 7.0 PSIG	<i>Aeration Blower Building</i>	150	480V/3	VFD	<i>Upgraded</i>
Aeration Blower 02	B-302	2,500 SCFM @ 7.0 PSIG	Aeration Blower Building	150	480V/3	VFD	Upgraded
Aeration Blower 03	B-303	2,500 SCFM @ 7.0 PSIG	Aeration Blower Building	150	480V/3	VFD	Upgraded
<i>Aeration Blower Enclosure Fan 01 (FUTURE)</i>	F-301		<i>Aeration Blower Building</i>	0.38 kW	480V/3	Constant	<i>New</i>
Aeration Blower Enclosure Fan 02	F-302		Aeration Blower Building	0.38 kW	480V/3	Constant	New
Aeration Blower Enclosure Fan 03	F-303		Aeration Blower Building	0.38 kW	480V/3	Constant	New
Exhaust Fan 01	EF-301		Aeration Blower Building	1	480V/3	Constant	Existing
Exhaust Fan 02	EF-302		Aeration Blower Building	1	480V/3	Constant	Existing
Exhaust Fan 03	EF-303		Aeration Blower Building	1/3	240V/1	Constant	Existing
Clarifier Supply Fan	SF-301		Clarifier No. 1	3/4	480V/3	Constant	Existing
Clarifier Unit Heater	UH-301		Clarifier No. 1	10 kW	480V/3	Constant	Existing
RAS Pump 01	P-301	1,560 GPM @ 36 ft TDH	Aeration Blower Building	25	480V/3	VFD	Existing
RAS Pump 02	P-302	1,560 GPM @ 36 ft TDH	Aeration Blower Building	25	480V/3	VFD	Existing
RAS Pump 03	P-303	1,560 GPM @ 36 ft TDH	Aeration Blower Building	25	480V/3	VFD	Existing
WAS Pump 01	P-304	120 GPM @ 30 PSI	Aeration Blower Building	3	480V/3	VFD	Existing
WAS Pump 02	P-305	85 GPM @ 12 ft TDH	Aeration Blower Building	3	480V/3	VFD	Existing
Scum Pump 01	P-306	85 GPM @ 12 ft TDH	Aeration Blower Building	3	480V/3	VFD	Existing
<i>MLR Pump 01 (FUTURE)</i>	<i>P-307</i>	<i>1,190 GPM @ 15.1 ft TDH</i>	<i>Aeration Basin 01</i>	12	480V/3	VFD	<i>New</i>
<i>MLR Pump 02 (FUTURE)</i>	<i>P-308</i>	<i>1,190 GPM @ 15.1 ft TDH</i>	<i>Aeration Basin 01</i>	12	480V/3	VFD	<i>New</i>
<i>MLR Pump 03 (FUTURE)</i>	<i>P-309</i>	<i>1,190 GPM @ 15.1 ft TDH</i>	<i>Aeration Basin 02</i>	12	480V/3	VFD	<i>New</i>
<i>MLR Pump 04 (FUTURE)</i>	<i>P-310</i>	<i>1,190 GPM @ 15.1 ft TDH</i>	<i>Aeration Basin 02</i>	12	480V/3	VFD	<i>New</i>
MLR Pump 05	P-311	1,190 GPM @ 15.1 ft TDH	Aeration Basin 03	12	480V/3	VFD	New
MLR Pump 06	P-312	1,190 GPM @ 15.1 ft TDH	Aeration Basin 03	12	480V/3	VFD	New
MLR Pump 07	P-313	1,190 GPM @ 15.1 ft TDH	Aeration Basin 04	12	480V/3	VFD	New
MLR Pump 08	P-314	1,190 GPM @ 15.1 ft TDH	Aeration Basin 04	12	480V/3	VFD	New
<i>Anoxic Mixer 01 (FUTURE)</i>	<i>MXR-301</i>		<i>Aeration Basin 01</i>	7.5	480V/3	Constant	<i>New</i>
<i>Anoxic Mixer 02 (FUTURE)</i>	<i>MXR-302</i>		<i>Aeration Basin 02</i>	7.5	480V/3	Constant	<i>New</i>
Anoxic Mixer 03	MXR-303		Aeration Basin 03	7.5	480V/3	Constant	New
Anoxic Mixer 04	MXR-304		Aeration Basin 04	7.5	480V/3	Constant	New
Clarifier No. 1 Mechanism	MECH-301		Clarifier No. 1	0.5	480V/3	Constant	Existing
Clarifier No. 2 Panel "EH"	MECH-302		Clarifier No. 2	1	480V/3	Constant	Existing
Panelboard LP	P-801		Alum Building	-	120V/1	Constant	Existing
Polymer Feed Pump	P-802		Aeration Blower Building	-	120V/1	Constant	Existing (wall outlet)



**MSB1 - CONNECTED LOAD SUMMARY**

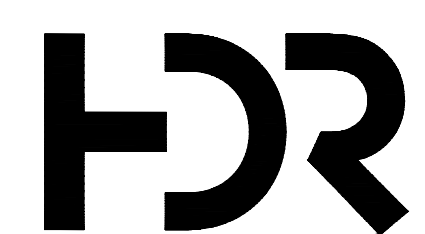
CKT	LOAD	A	B	C	VA	KVA	AMPS
1	B-301	53738	53738	53738	161214	161.2	194.0
2	B-302	49860	49860	49860	149580	149.6	180.0
3	B-303	49860	49860	49860	149580	149.6	180.0
4	DP1	86280	86280	78780	251340	251.3	302.5
5	MCC	17065	17065	17065	51195	51.2	61.6
					762909	762.9	918.1

**DISTRIBUTION PANEL - CONNECTED LOAD SUMMARY**

CKT	TAG	DESCRIPTION	HP	MOC	CONTROL	A	B	C	VA	KVA	AMPS			
1	P-301	RAS PUMP	25	50A	VFD	9418	9418	9418	28254	28.3	34.0			
2	P-302	RAS PUMP	25	50A	VFD	9418	9418	9418	28254	28.3	34.0			
3	P-303	RAS PUMP	25	50A	VFD	9418	9418	9418	28254	28.3	34.0			
4	P-304	WAS PUMP	3	20A	VFD	1330	1330	1330	3990	4.0	4.8			
5	P-305	SCUM PUMP	3	20A	VFD	1330	1330	1330	3990	4.0	4.8			
6	P-306	SCUM PUMP	3	20A	VFD	1330	1330	1330	3990	4.0	4.8			
7	P-307	MLR PUMP	12	20A	VFD	5817	5817	5817	17451	17.5	21.0			
8	P-308	MLR PUMP	12	20A	VFD	5817	5817	5817	17451	17.5	21.0			
9	P-309	MLR PUMP	12	20A	VFD	5817	5817	5817	17451	17.5	21.0			
10	P-310	MLR PUMP	12	20A	VFD	5817	5817	5817	17451	17.5	21.0			
11	P-311	MLR PUMP	12	20A	VFD	5817	5817	5817	17451	17.5	21.0			
12	P-312	MLR PUMP	12	20A	VFD	5817	5817	5817	17451	17.5	21.0			
13	P-313	MLR PUMP	12	20A	VFD	5817	5817	5817	17451	17.5	21.0			
14	P-314	MLR PUMP	12	20A	VFD	5817	5817	5817	17451	17.5	21.0			
15	TBD	PANEL	NEW	15KVA	30A	NA	7500	7500	15000	15.0	18.1			
16									0	0.0	0.0			
17									0	0.0	0.0			
18									0	0.0	0.0			
TOTALS									86280	86280	78780	251340	251.3	302.5

**MCC1 - CONNECTED LOAD SUMMARY**

CKT	TAG	DESCRIPTION	HP	MOC	CONTROL	A	B	C	VA	KVA	AMPS			
1	F-301	BLOWER FAN	NEW	2	7MCP	SIZE 1	942	942	942	2826	2.8	3.4		
2	F-302	BLOWER FAN	NEW	2	7MCP	SIZE 1	942	942	942	2826	2.8	3.4		
3	F-303	BLOWER FAN	NEW	2	7MCP	SIZE 1	942	942	942	2826	2.8	3.4		
4	EF-301	EXHAUST FAN	EXISTING	1	7MCP	SIZE 1	582	582	582	1746	1.7	2.1		
5	EF-302	EXHAUST FAN	EXISTING	1	7MCP	SIZE 1	582	582	582	1746	1.7	2.1		
6	MECH-301	CLARIFIER 1 MECH	EXISTING	0.5	3MCP	SIZE 1	305	305	305	915	0.9	1.1		
7	MECH-302	CLARIFIER 2 MECH	EXISTING	1	3MCP	SIZE 1	582	582	582	1746	1.7	2.1		
8	MXR-301	MIXER	NEW	7.5	30MCP	SIZE 1	3047	3047	3047	9141	9.1	11.0		
9	MXR-302	MIXER	NEW	7.5	30MCP	SIZE 1	3047	3047	3047	9141	9.1	11.0		
10	MXR-303	MIXER	FUTURE	7.5	30MCP	SIZE 1	3047	3047	3047	9141	9.1	11.0		
11	MXR-304	MIXER	FUTURE	7.5	30MCP	SIZE 1	3047	3047	3047	9141	9.1	11.0		
12									0	0.0	0.0			
13									0	0.0	0.0			
14									0	0.0	0.0			
15									0	0.0	0.0			
TOTALS									17065	17065	17065	51195	51.2	61.6



PROJECT MANAGER	B. BJERKE
DESIGN BY	B. BJERKE
DRAWN BY	E. SJOBERG
CHECKED BY	P. URSILLO
PROJECT NUMBER	00000010147035

**KETCHUM/SVWSD  
BLOWER BUILDING  
IMPROVEMENTS**

**FIGURE 10. PRELIMINARY ONE-LINE  
DIAGRAM FOR MCC-2**



FILENAME | E-101.dwg  
SCALE | N.T.S.

SHEET  
**E-102**

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## 5 Site Evaluation

The replacement of the aeration basin blowers and the secondary treatment electrical systems require modifications to the Aeration Blower Building that will slightly modify its footprint. The modifications will allow the new equipment to fit in the available space without increasing the blower room size.

### 5.1 Existing Facilities

The existing Aeration Blower Building was originally constructed in 1984 when the WRF replaced the mechanical aerators in Aeration Basins 1 & 2 with diffusers. The building structure is in good condition but will require modifications to accommodate the new equipment. The Aeration Blower Building will require a new electrical room added to the western portion of the building to house the new and existing electrical equipment.

### 5.2 Constraints

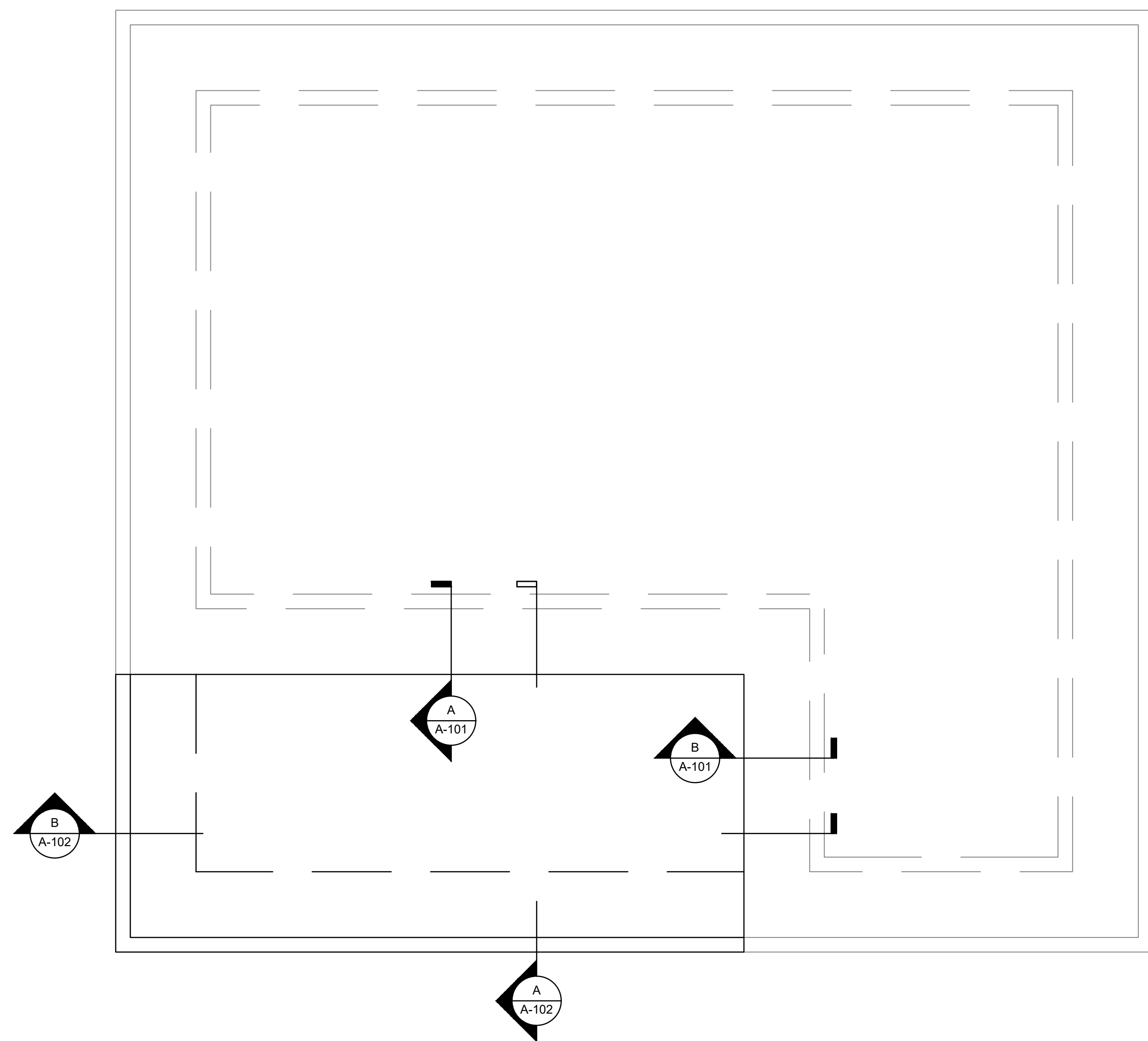
The existing Aeration Blower Building is currently space constrained. Modifications to the building will be necessary to accommodate the future blowers and upgraded MCC-2. Feeder 1 serves MCC-2 and provides up to 1,000 amps for the secondary treatment system equipment and will be adequate to accommodate the upgrades.

### 5.3 WRF Modifications

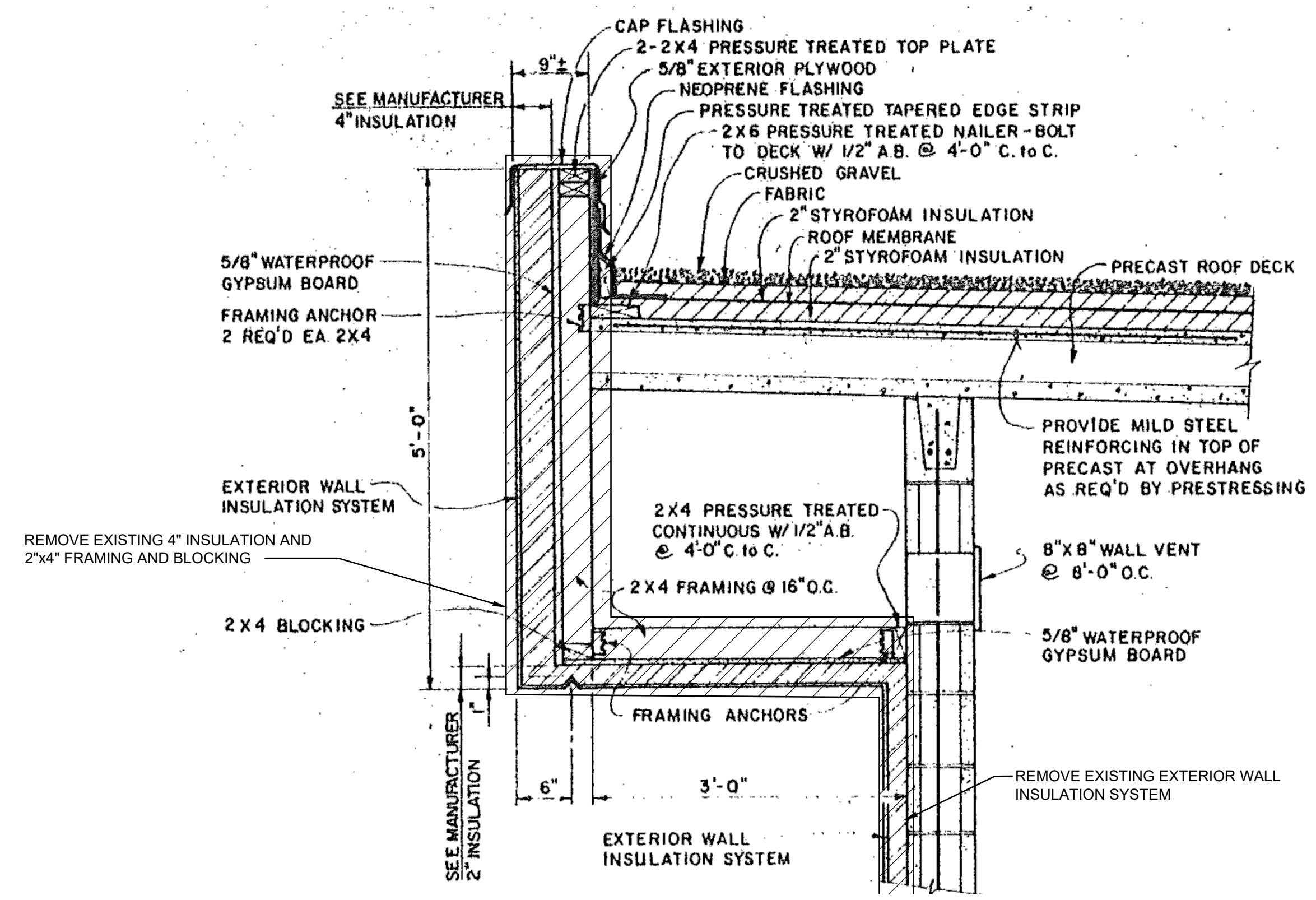
#### 5.3.1 Blower Building Modifications

The building EIFS and parapet system on the west side will be removed for the new electrical room addition. The electrical room will have walls constructed up against the existing walls. The electrical room interior dimensions will be 10'-8" x 27'-4" for the building extension area and 10'-8 x 11'-4" for the existing air intake area. The single door in the middle of the north wall will be 3'-0" wide x 8'-0" tall. The interior opening between the new electrical room and the old air intake room will be 3'-0" wide and 11'-10" tall (open uses the louver space). The building exterior will match the existing building EIFS with a similar 3-foot overhang and parapet system.

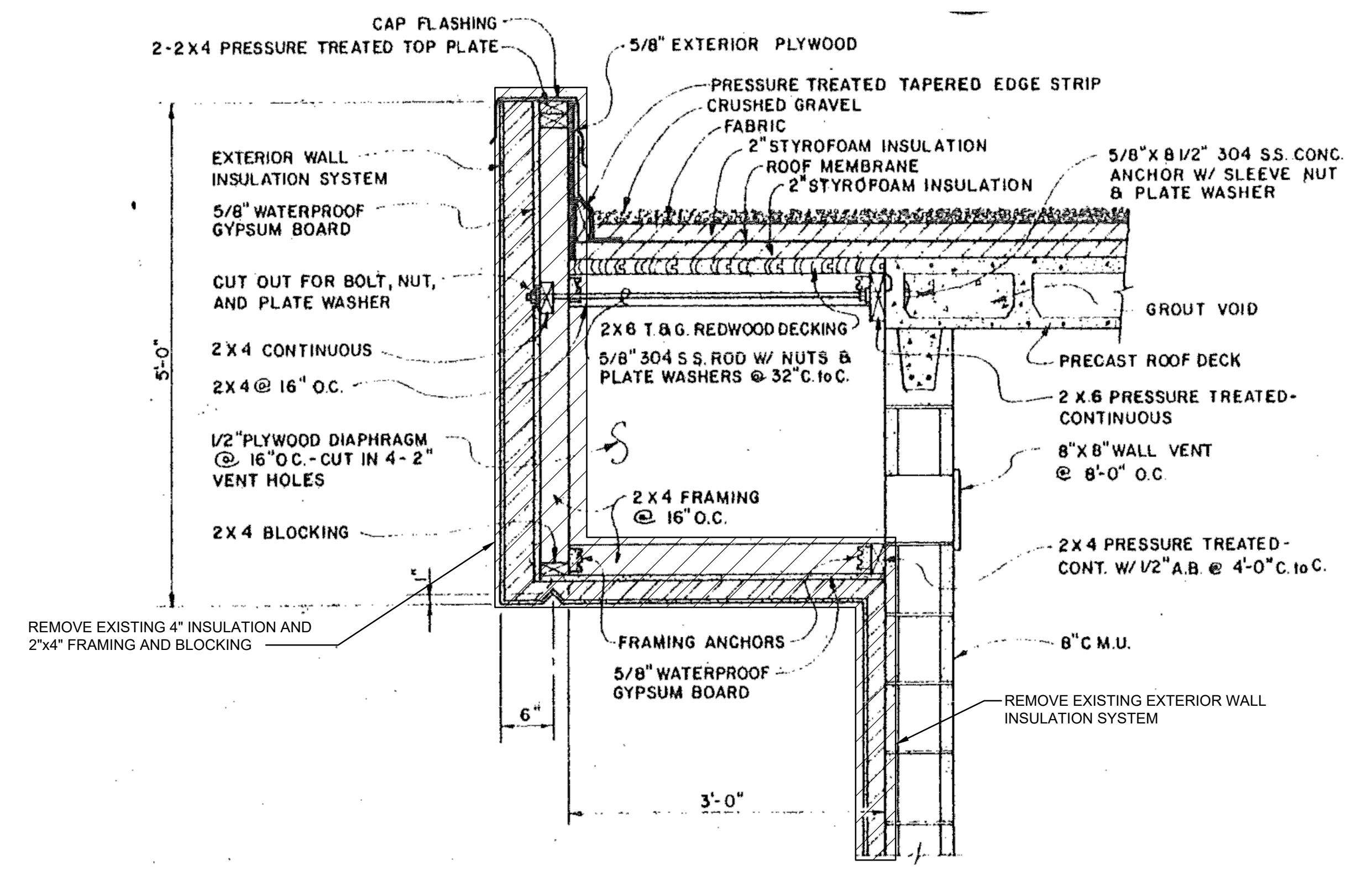
The preliminary plan and sections for the roof modifications are found in Figure 11. The preliminary plan and section for the new electrical room are found in Figure 12.



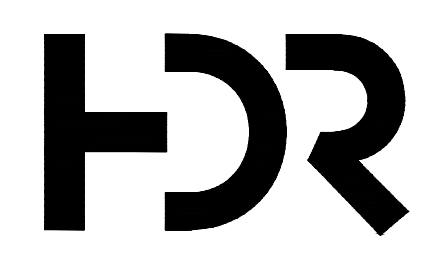
**1** DEMOLITION ROOF PLAN  
A101 1/4"=1'-0"



**A** DEMOLITION ROOF DETAIL  
A101 NOT TO SCALE



**B** DEMOLITION ROOF DETAIL  
A101 NOT TO SCALE



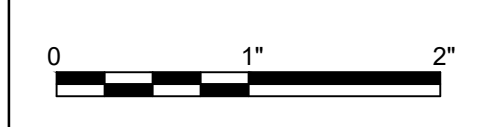
PROJECT MANAGER	B. BJERKE
DESIGN BY	E. SJOBERG
DRAWN BY	P. URSILLO
CHECKED BY	
	E. SJOBERG
PROJECT NUMBER	000000010147035

ISSUE	DATE	DESCRIPTION

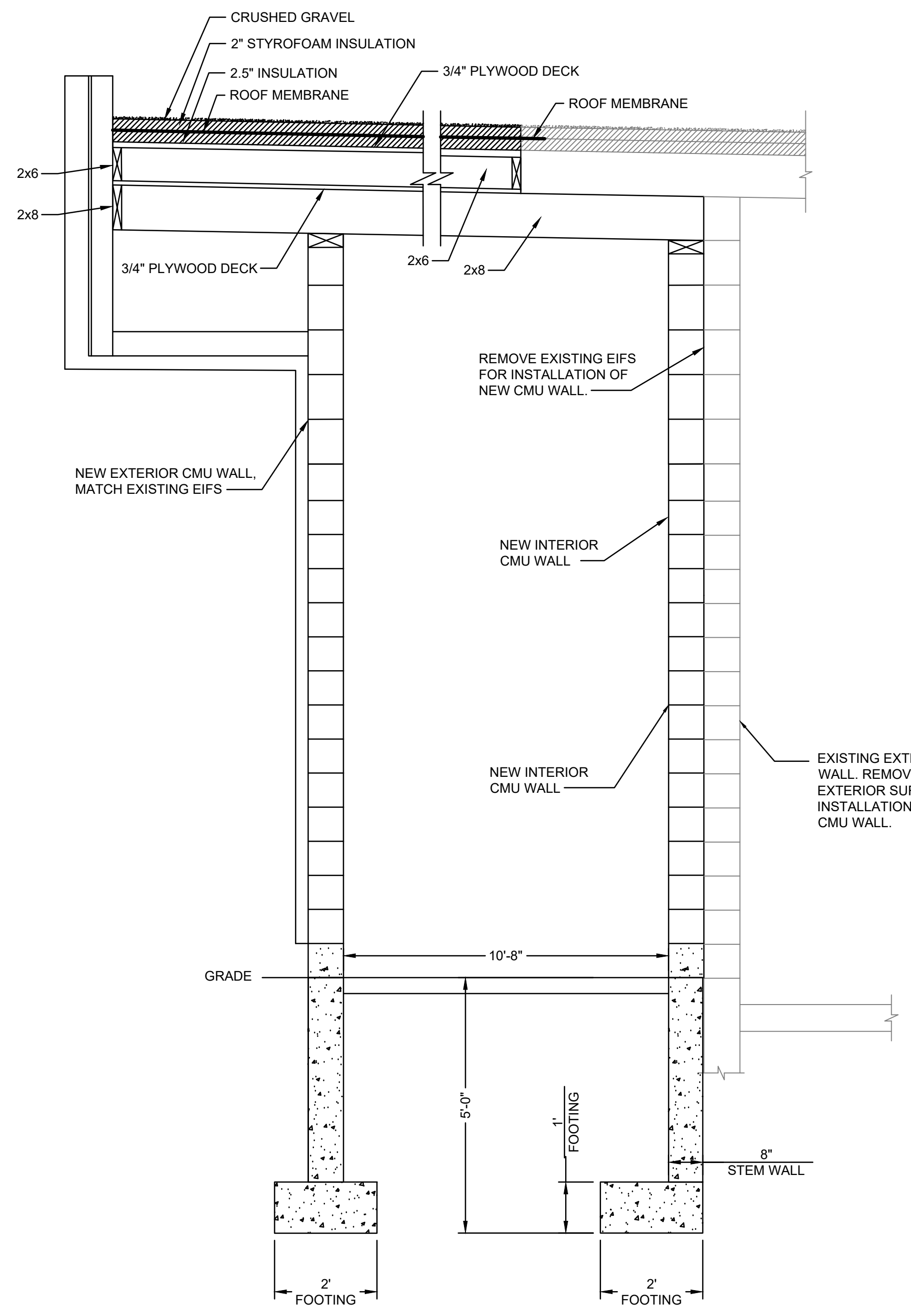
**KETCHUM/SVWSD  
BLOWER BUILDING  
IMPROVEMENTS**

**FIGURE 11. PRELIMINARY BLOWER BUILDING ROOF MODIFICATION PLAN AND SECTIONS**

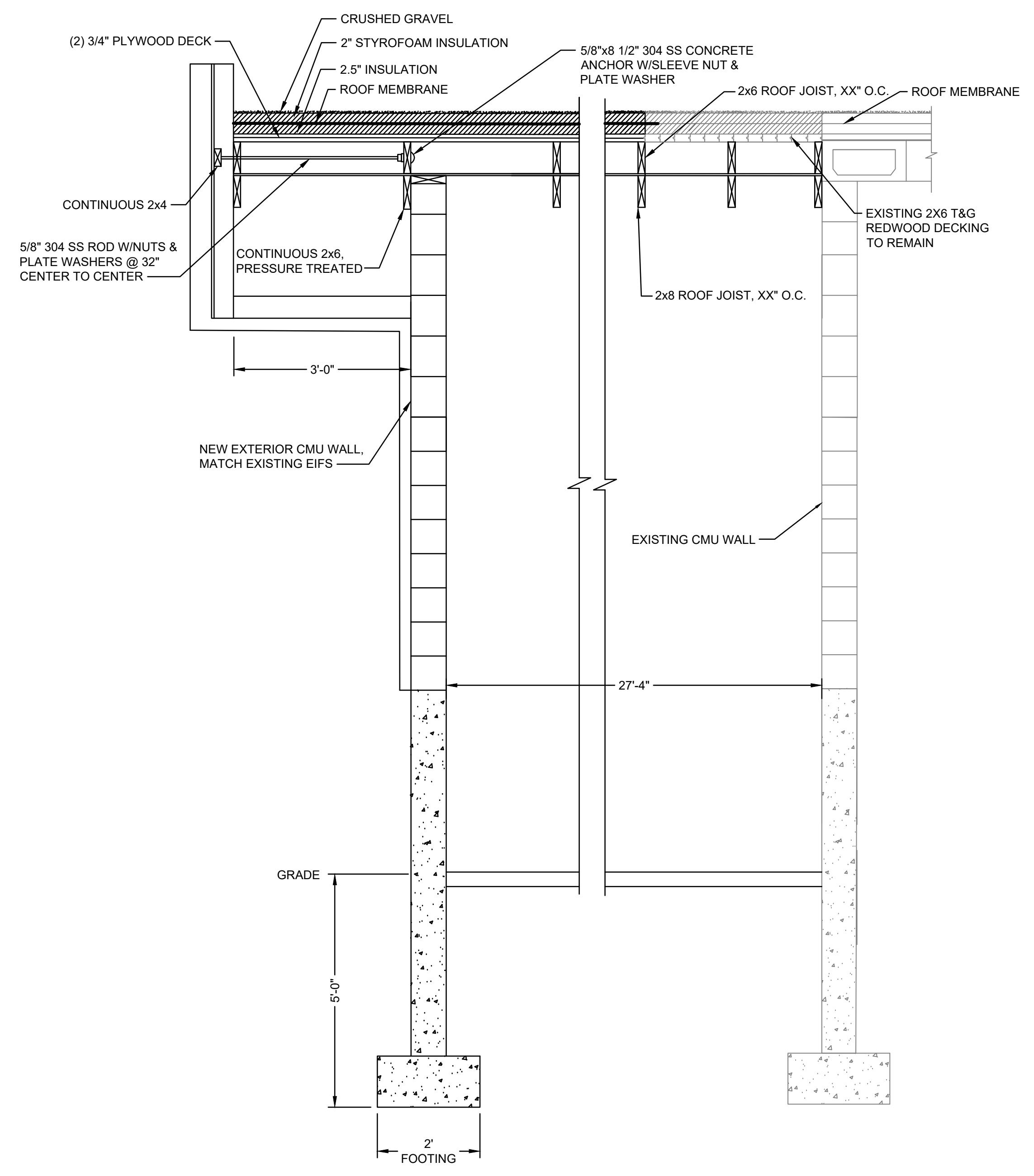


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SCALE NONE

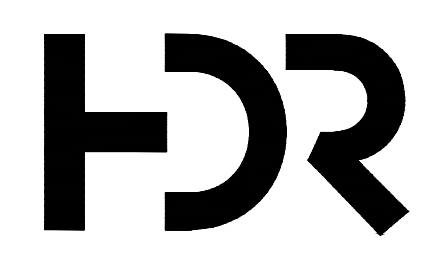
SHEET  
**A-101**



**A**  
WALL SECTION  
A101  
NTS



**B**  
WALL SECTION  
A101  
NTS

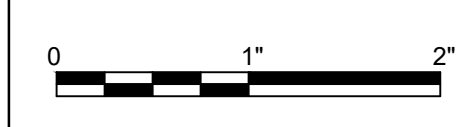


ISSUE	DATE	DESCRIPTION

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PROJECT NUMBER	000000010147035

**KETCHUM/SVWSD  
BLOWER BUILDING  
IMPROVEMENTS**

**FIGURE 12. PRELIMINARY ELECTRICAL ROOM  
ADDITION PLAN AND SECTION**



FILENAME | 00D-BP01-24.dwg  
SCALE | NONE

SHEET  
**A-102**

### 5.3.2 Mechanical Modifications

A new heating, ventilation, and air-conditioning (HVAC) system will be added for the new electrical rooms. The existing air intake room will be converted into an electrical room extension, with an opening in the walls between the building extension and the existing room. The existing intake plenum will be replaced with canister-type air intakes that are installed outside of the building. A minimum of two canister-type intakes should be installed so that the blower system does not need to be taken offline when cleaning or replacing filter elements.

The new blowers have a different orientation than the old blowers. Inlet and discharge air pipes from the new blowers are on the west side and will need to tap into the main air intake and blower discharge headers.

New yard piping will not need to be installed for service to each aeration basin. The existing pipes are 12-inch 304 stainless steel. Each run of 12-inch air piping has a capacity of approximately 3,000 SCFM before the differential pressure requirement exceeds 7.5 PSIG. This limitation is based on power consumption costs compared to construction costs of replacing the piping. Compressing air at higher pressures can become exponentially more expensive per cubic foot of air delivered due to more expensive blower units and increased power draw. The modeling indicates that 4,910 SCFM is required to satisfy the 2042 peak hour air demand (approximately 1,640 SCFM per basin with one offline), so the pipes will not need to be upgraded within the planning period.

A preliminary isometric plan of the blower equipment and building modifications can be seen in Figure 13.

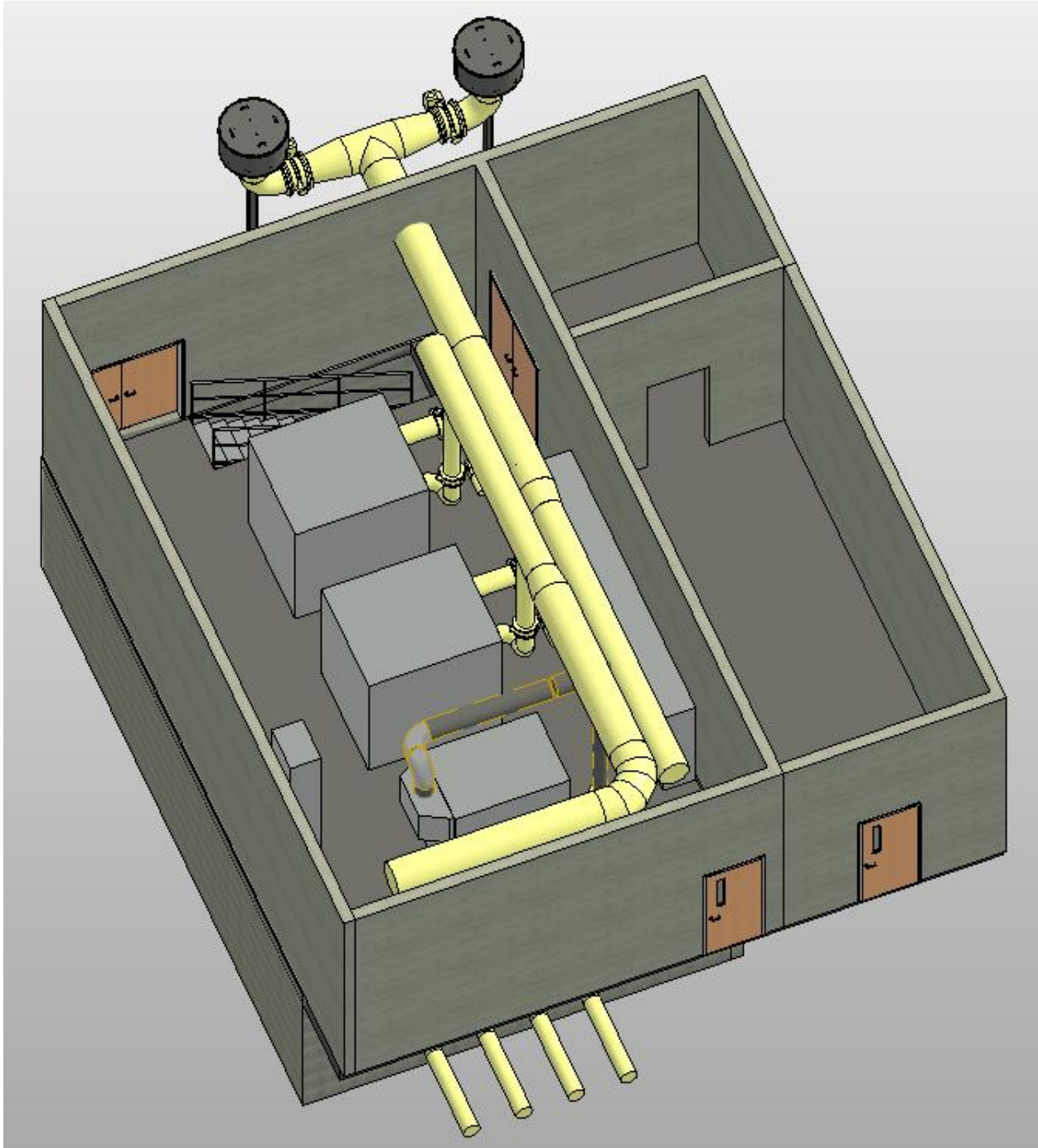


Figure 13. Preliminary Blower Building Isometric

### 5.3.3 Electrical Cutover During Construction

The continued operation of wastewater processes while maintaining specific effluent limits during construction and electrical cutovers is an important design consideration. Below is a possible cutover scenario to accomplish this goal:

- The new electrical room allows the installation of new distribution and motor control gear prior to de-energizing existing MCC-2.
- The existing 1,000-amp feeder from the Operations Building electrical room switchgear presently enters the Aeration Blower Building from the west side to feed MCC-2, and the new electrical room will be placed directly over the existing 1,000-amp feeder.
- The new distribution switchboard can be placed over the feeder, and the feeder can be re-routed to the new switchboard.
- This will require a temporary outage to MCC-2 to make the cutover, and a temporary mobile engine-generator can be used to maintain aeration and pumping while the cutover occurs.
- Once the cutover to the new switchboard is complete, MCC-2 can then be temporarily served via the new switchboard during the construction period. This will facilitate cutovers of individual loads to the new electrical equipment as each gets installed.
- MCC-2 can be removed once all loads are cutover to the new electrical room equipment.

## 5.4 Treatment During Blower Construction

As described in Section 3.3, the phasing approach should be to install two hybrid blowers now. The first hybrid should be installed in the center blower space, replacing the failed turbo blower. The second hybrid blower should be installed near the basement stairs on the south side of the building, replacing the centrifugal unit. The centrifugal blower should not be taken offline until the first hybrid is fully operational. It may be necessary to take the aeration system offline to modify the blower inlet and discharge drops from the headers. If this is the case, the aeration system will need to be taken offline to successfully complete this work. It is recommended that pipe modifications to the suction and discharge headers occur during low-flow events during the night to minimize disruption to the treatment system.

The third hybrid blower will need to be installed around 2030 as the peak month air capacity begins to approach the redundant capacity of the two hybrids with the remaining turbo blower serving as a backup unit.

In order to modify the suction header intake from the current air intake room to an external canister-type inlet filter system, the aeration system will need to be taken offline to complete the work. Aeration is critical to effective treatment, so these modifications will need to occur during low-flow conditions (i.e., during the night). As much set-up work as possible should be done prior to taking the aeration system offline to minimize the time that the system is not running. This includes, but is not limited to:

- Create penetration through southern wall of blower building for 24-inch suction pipe.
- Install piping from wall penetration to the external canister-type inlet filters.

## 5.5 Structural Requirements and Architectural Considerations

The building electrical room addition and conversion of the air intake room to electrical room requires:

- Removal of the EIFS system,
- Installation on new CMU block walls,
- Installation of a room roof members under the existing precast,
- Addition of roofing layers to match the existing roof elevation,
- Construction of the architectural feature with the roof parapet,
- Installation of new EIFS on the new electrical room. The building EIFS has not been modified since its construction in 1984, so it may be necessary to remove and replace all the existing EIFS on the building,
- Cutting a doorway into the north air intake room wall (in place of louver),
- Filling in the west and south air intake room louvers and cover with EIFS,
- Installation of a round 24-inch opening in the south building wall for the new air inlet,
- Column support of the new intake filter assembly.

## 6 Implementation

### 6.1 Project Cost Evaluation

The preliminary engineering Opinion of Probable Construction Cost (OPCC) for the Aeration Blowers 01 & 02 and MCC-2 installation project is outlined in Table 7. The costs are developed from broad-level planning with some evaluation of site-specific criteria. The FPS cost estimates were considered “order-of-magnitude” estimates, or a Class 4 estimate (AACE 2020), as the project definition through the FPS is typically considered up to 10 percent. The FPS estimates has an anticipated range of plus 40 percent and minus 20 percent. Technical Memorandums of this scale are generally considered to be approximately 30 percent project definition, like a Predesign or Preliminary Engineering Report (PER). Estimates at 30 percent project definition are generally considered to be Class 3 estimates, which have anticipated ranges of plus 30 percent and minus 15 percent.

Unit costs shown in the tables are based on a combination of previous project experiences, vendor quotes, and HDR’s experience with material procurement in the recent months.

**Table 7. OPCC Summary – Blowers 01 & 02 and MCC-2 Installation**

Line Item	Quantity	Unit Price	Total <sup>1</sup>
Aeration Basin Blowers	2	\$180,000	\$360,000
Air Piping	1	LS	\$204,220
Electrical Room – Structural, Architectural, Mechanical	1	LS	\$248,220
Electrical Components	1	LS	\$847,000
Subtotal			\$1,660,040
Contingency	%	20%	\$332,010
Subtotal			\$1,992,050
Contractor’s OH & Profit	%	30%	\$597,620
Sales Tax <sup>2</sup>	%	6%	\$97,920
<b>Total<sup>3</sup></b>			<b>\$2,687,590</b>
Expected Upper Limit (+30%)			\$3,493,870
Expected Lower Limit (-15%)			\$2,284,450

<sup>1</sup> Costs are shown in 2023 dollars and are not escalated to the year of procurement and construction.

<sup>2</sup> Contractor’s overhead and profit includes sales tax on real property that is not Owner Furnished.

<sup>3</sup> The total shown is accurate with a range of +30% and -15% of the value shown per AACE Class 3 estimate.

LS = lump sum; OH = overhead





The projected cost for the Blower 01 and MCC-2, and Blower 02 installation projects, which fell under the 2023 and 2025 implementation lines identified in Table 7-4 of the FPS (HDR 2022) was \$2.122 million and \$1.693 million (each in 2022 dollars), respectively. This means that the work identified in the FPS that aligns with this TM was projected to cost \$3.815 million with an accuracy range of plus 40 percent and minus 20 percent (cost range from \$3.052 million to \$5.341 million).

The OPCC for the work described in this TM is \$2.688 million (equivalent to \$2.524 million in 2022 dollars with a January 2023 inflation rate of 6.5 percent [Statista 2023]), which is approximately one-third less than the original cost projection. Major contributors to the cost reduction in this estimate from the FPS estimates includes smaller blowers for lower air requirement and a smaller building expansion.

## 6.2 Implementation Plan

The implementation schedule to complete the Aeration Basin Blower & Updated Electrical project presents the schedule for the Blowers 01 & 02 and MCC-2 installation project. The schedule will be driven by equipment delivery and construction season. Since the Wood River Valley experiences heavy snowfall during the winter, construction activities typically cannot begin until April and all exterior construction should be completed by October. The interior work can continue through the winter. The current implementation plan is to issue blower and blower VFD procurement documents, followed by detailed design, and then followed with staged construction. The detailed breakdown is shown below.

<u>Task</u>	<u>Initiation</u>	<u>Completion</u>
Bidding Blower Owner Furnished Equipment (OFE)	March 2023	May 2023
Detailed Building Structural Design	April 2023	June 2023
Detailed Piping and Electrical Design	April 2023	September 2023
Bidding of Electrical OFE	May 2023	June 2023
Bid Electrical Room Structural Construction	June 2023	July 2023
Electrical Room Structural Construction	July 2023	November 2023
Blower Delivery	June 2023	January 2024
Bid Piping and Electrical Construction	October 2023	December 2023
Electrical Delivery (VFD, etc.)	July 2023	June 2024
Blower, Piping and Electrical Construction	January 2024	December 2024
Blower and Piping Installation	May 2024	August 2024
Finish Electrical Cutover Construction	June 2024	December 2024
Finish Building EIFS Construction	May 2024	August 2024



# Aeration Basins 3 & 4 Modified Ludzack-Ettinger (MLE) Conversion

## Technical Memorandum

*City of Ketchum & Sun Valley Water and Sewer  
District Water Reclamation Facility*

*Ketchum, Idaho*  
March 20, 2023



03/20/2023



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Appendix F. Sulzer Submersible Pump Cut Sheets

## Acronyms

AAF	Average annual flow
BOD	Biochemical oxygen demand
CFU	Colony-forming unit
CFU/d	Colony-forming units per day
F:M	Food-to-microorganism ratio
FPS	Facility Planning Study
HP	Horsepower
HVAC	Heating, ventilation, and air-conditioning
IDEQ	Idaho Department of Environmental Quality
IPDES	Idaho Pollutant Discharge Elimination System
Ketchum	City of Ketchum
lb/d	Pounds per day
MCC	Motor control center
MG	Million gallons
mg*min/L	Milligram-minute per liter
mg/L	Milligrams per liter
mL	Milliliter
MLE	Modified Ludzack-Ettinger
MLR	Mixed liquor return
MLSS	Mixed liquor suspended solids
NH <sub>3</sub> -N	Ammonia-nitrogen
NO <sub>x</sub> -N	Nitrite-plus-nitrate-nitrogen
NPDES	National Pollutant Discharge Elimination System
NTU	Nephelometric Turbidity Unit
PLC	Programmable logic controller
s.u.	Standard units
SCFM	Standard cubic feet per minute
SRT	Sludge retention time
SVWSD	Sun Valley Water and Sewer District
TKN	Total Kjeldahl nitrogen
TN	Total nitrogen
TP	Total phosphorus
TSS	Total suspended solids
U.S. EPA	United States Environmental Protection Agency
UV	Ultraviolet
VFD	Variable frequency drive
WRF	Water Reclamation Facility
µg/L	Micrograms per liter

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# 1 Introduction

The City of Ketchum's (Ketchum) and Sun Valley Water and Sewer District's (SVWSD) jointly owned Ketchum / SVWSD Water Reclamation Facility (WRF) is an extended aeration activated sludge process that consists of screening, grit removal, aeration basins, secondary clarification, filtration, and ultraviolet (UV) disinfection. The solids handling facilities include an aerobic digester and solids gravity thickener.

The Facility Planning Study (FPS) completed in 2022 (HDR 2022) identified upgrades needed at the WRF through year 2042. The near-term improvements identified for 2023 through 2027 included:

- Aeration blower replacement and blower building electrical upgrades,
- Aeration Basins (AB) 3 & 4 conversion from plug-flow complete aeration to the Modified Ludzack-Ettinger (MLE) process,
- Solids thickening and dewatering facilities, and
- AB #1 & #2 upgrades creating three zones in each train, replacing diffusers and air lines, and MLE improvements.

This Technical Memorandum (TM) provides details for the conversion of activated sludge process in Aeration Basins #3 and #4 to the MLE process. The MLE process improves denitrification, a biological process which converts nitrate-nitrogen to nitrogen gas and reduces the activated sludge blower air requirement.

## 1.1 Coordination with Facility Plan

The FPS identified Aeration Basins 3 & 4 conversion to the MLE process as the first step in the activated sludge upgrades. The MLE conversion for AB #3 and #4 requires replacement of Zone 1 diffuser, installing mixing (instead of aeration) in Zone 1, and using recycle pumps in Zone 3 (recycling mixed liquor to Zone 1).

The MLE process consists of converting the first cell or zone in each train to an anoxic zone for denitrification. The next two cells continue to be aerated using the existing fine bubble diffusers. The anoxic zone of each basin will be mixed by either a floating or submersible mixer to keep the MLSS suspended. The final zone in each train will be equipped with mixed liquor recycle (MLR) pumps to recycle nitrate-rich wastewater back to the first zone, the anoxic cell.

AB #1 & #2, on the other hand, were constructed in 1968 and will need significant structural modifications to insert divider walls to create aeration zones similar to AB #3 and #4. The capacity need for AB #1 and #2 to meet effluent limits occurs by 2029. The conversion for Aeration Basins 1 & 2 will mirror Aeration Basins 3 & 4, but additional steps will be required to achieve the conversion in the aged basins. The basins will need to have divider walls installed to create the plug-flow arrangement needed for the MLE conversion. These divider walls, along with a catwalk with canopy, will also help to stabilize the existing center wall. The diffusers in each zone of the old basins will be replaced based on the new diffuser arrangement.

## 2 Aeration Basin Design Criteria

This section describes the current conditions and reviews the biological modeling and MLR sizing. The current design for AB 3 & 4 creates a three-zone plug-flow regime with all zones aerobic. Each basin contains approximately 0.5 million gallons (MG) of reactor volume, divided into three evenly sized cells to create the plug-flow arrangement. The original design used a food-to-microorganism ratio (F:M) of 0.10 pounds of biochemical oxygen demand (BOD) per pound of mixed liquor suspended solids (MLSS) per day (lb BOD/lb MLSS/d) with a design minimum sludge retention time (SRT) of 10 to 20 days (HDR 2022). The WRF operators have found a design max month MLSS concentration of 6,000 milligrams per liter (mg/L) is a suitable operational ceiling for the activated sludge process.

Table 1 presents the 2021 design flows identified in the FPS, the current 2022 design flows, and the 20-year planning period (2042) design flows projected in the FPS. The FPS projected a flow increase of approximately 2.5 percent per year based on average annual flow (AAF). The AAF increased by approximately 3.8 percent from 2021 to 2022. However, the AAF decreased by approximately 3.8 percent from 2020 to 2021. It can be assumed that annual flow increases will trend closer to the projected 2.5 percent in the upcoming years.

**Table 1. Planning Period Design Flows from FPS**

Parameter	FPS (2021)	Current (2022) <sup>1</sup>	Planning Period (2042)
Average Annual (MGD)	1.05	1.09	1.73
Peak Month (MGD)	1.34	1.11	2.57
Peak Day (MGD)	1.49	2.17	3.47
Peak Hour (MGD)	3.05	3.16	5.96

<sup>1</sup> Data used through December 5, 2022.

MGD = million gallons per day

Table 2 presents the 2021 design loads identified in the FPS, the current 2022 design loads, and the 20-year planning period (2042) design loads projected in the FPS.

**Table 2. Planning Period Design Loads from FPS**

Parameter	Average Annual			Peak Month		
	FPS (2021)	Current (2022)	Planning Period (2042)	FPS (2021)	Current (2022)	Planning Period (2042)
BOD (lb/d)	2,348	2,764	3,890	3,857	4,052	5,760
TSS (lb/d)	1,715	1,523	2,900	2,345	2,293	4,300
TP (lb/d) <sup>1</sup>	34	32	58	44	45	86
TKN (lb/d) <sup>2</sup>	351	294	580	446	401	860

<sup>1</sup> TP analysis problems overestimated TP load from February 22, 2022 through March 15, 2022. This data was not used.

<sup>2</sup> Data based on typical WRF influent concentration of 40 mg/L for FPS (2021) and Planning Period (2042) data (M&E 2014). Actual operating data used for Current (2022).

BOD = biochemical oxygen demand; TSS = total suspended solids; TP = total phosphorus; TKN = total Kjeldahl nitrogen; lb/d = pounds per day



As noted in the FPS, there has been an apparent change to the influent wastewater characteristics, especially related to the ratio of BOD to total suspended solids (TSS). Soluble organic flow-weighted concentrations have steadily increased annually since 2017, from 108 mg/L up to the current 2022 average flow-weighted concentration of 303 mg/L. Influent TSS concentration trends remain approximately the same over the same time span. The plant staff have been unable to identify the specific reasons for the recent BOD concentration increases except to note there appears to be less clean water infiltration and inflow (I/I) in the collection system (i.e., overall flows have gone down while growth has increased). Although if this was the case, the TSS concentration would also be expected to increase. The other potential source(s) is related to commercial activity contributing a significant soluble organic load such as a brewery or distillery. But to-date there is no evidence for this theory.

Influent total phosphorus (TP) concentration trends have also remained approximately the same since 2017, other than a spike in influent TP from February 22, 2022 through March 15, 2022. Operations determined that problems related to the TP analysis were the cause of the apparent high TP loads, not actual TP load. Historical maximum day TP loads have ranged from 47 to 64 lb/d from 2017 to 2021.

## 2.1 Existing Conditions

### 2.1.1 Existing Diffusers

The existing diffusers are Sanitaire® 9-inch fine-bubble ceramic diffusers and adequate for continued service in zones 2 and 3 of both AB 3 & 4. These diffusers were installed in 2005 with the original construction of the basins. The WRF tested the diffuser plugging for AB 3 & 4 in October 2021 and found plugging to be less than 10 percent. Ceramic disc diffusers typically have a lifespan of around 20 years. With the test results of the diffusers in Aeration Basins 3 & 4, these diffusers will likely be serviceable past the typical ceramic disc diffuser lifespan. The diffusers in Zone 1 will no longer be operated regularly so the ceramic type of diffuser discs should be replaced by membrane type. This keeps the mixed liquor solids from migrating into the air lines.

The diffusers in Aeration Basins 1 & 2 are ceramic fine bubble diffusers that were installed in 1984. Aeration Basins 1 & 2 originally used mechanical surface aerators from their construction in 1968 until they were replaced by the diffusers and centrifugal blowers for aeration. The diffusers have not been replaced and are still in the basins but have seen minimal use since the new basins were completed in 2005. Ceramic disc diffusers are prone to plugging without regular use and chemical cleaning. These diffusers will be replaced with the MLE conversion.

### 2.1.2 Existing Basin Structure

Concrete structures and buildings typically have a lifespan of around 50 years. Aeration Basins 3 & 4 were completed in 2005 and are approaching 20 years old. There are no apparent structural issues with the basins and should not require modification during the planning period.

Aeration Basins 1 & 2 were constructed in 1968 and are almost 55 years old. The center wall integrity is improved by two intermediate zone walls. There are no other apparent structural concerns for the two older basins #1 and #2.

## 2.2 Biological Modeling

### 2.2.1 Biological Modeling Update

The biological model was recalibrated using 2022 influent data. The model used the assumed influent TKN concentration of 40 mg/L instead of the lower 2022 influent samples (32.2 mg/L). Due to the variable nature of influent concentrations for all major wastewater constituents over the last five years, it was decided that the more conservative TKN values should be used until additional years' worth of influent TKN data can be collected.

With the biological model recalibrated to the 2022 plant operating data, a more detailed approach to the process modeling was able to take place. The updated model uses the following key assumptions:

- Peak month flow: 2.57 million gallons per day (MGD)
- Peak Month BOD load: 5,760 lb/d
- Peak month total Kjeldahl nitrogen (TKN) load: 860 lb/d
- Basin mixed liquor suspended solids (MLSS) concentration: 4,350 mg/L
- Aerobic solids retention time (SRT): 18 days
- Mixed liquor recycle (MLR) flow rate: 4Q peak month
- RAS flow rate: 0.8Q peak month

The recalibrated model found that running the MLR at 4Q instead of the 2Q identified in the FPS would not pose a significant risk of DO poisoning in the anoxic zone and further reduce the air demand in the aerobic zones. Running at this recycle rate is contingent on maintaining the DO concentration in the third cell at 1.5 mg/L.

The biological model predicted an aeration savings of 20 percent running in an MLE configuration versus the modeled existing plug-flow complete aeration process. Compared to actual aeration, which is higher than the current predicted air demand, MLE conversion will result in up to 22 percent aeration savings. This will significantly reduce the WRF's energy consumption, as the aeration process accounts for over 50 percent of the facility's daily energy usage.

The model predicts an effluent TN of 4 mg/L with a 4Q recycle rate. While the Ketchum / SVWSD WRF does not currently have any nitrogen species treatment requirements in its existing National Pollutant Discharge Elimination System (NPDES) permit, the reduced TN load discharged into the Big Wood River will continue to protect the long-term water quality of the watershed. This will also help to ensure that the TN limit of 30 mg/L in the recycled water permit are maintained, as the WRF currently has no treatment capacity to reduce TN.

A combination of anoxic and aerobic treatment conditions, as incorporated with the MLE system, also helps positively with sludge settling characteristics. Anoxic selector zones encourage growth of ordinary heterotrophic organisms, which tend to exhibit superior settling characteristics compared to a biological population without an anoxic selector.

Conversion to MLE will also present effluent alkalinity levels of 43 percent higher compared to complete aeration. Denitrification produces alkalinity, albeit at a reduced rate compared to consumption in the nitrification process. Alkalinity is sometimes needed in chemical phosphorus removal systems due to insufficient background alkalinity or large doses of coagulant for ultra-low



phosphorus levels. The Ketchum / SVWSD WRF's influent wastewater has historically had sufficient alkalinity for chemical precipitation. The added alkalinity from denitrification will assure adequate alkalinity should lower phosphorus limits be required in the future.

## 2.3 Treatment Requirements

### 2.3.1 NPDES/IPDES Permit

The activated sludge system is the core treatment process at the Ketchum / SVWSD WRF. The aeration basins biologically remove BOD and ammonia-nitrogen (NH<sub>3</sub>-N) from the wastewater. Under the administratively extended NPDES permit enforced by the United States Environmental Protection Agency (U.S. EPA) with effective date August 1, 2012, there are currently no limits on nitrogen species.

It is anticipated that the Idaho Department of Environmental Quality (IDEQ) will not write a new permit for the Ketchum / SVWSD WRF under the Idaho Pollutant Discharge Elimination System (IPDES) soon, so the existing NPDES permit will continue to govern effluent discharge limits to the Big Wood River. As related to the activated sludge system, the WRF will be limited to the constituent loads, concentrations, and minimum removal efficiencies shown in Table 3. The effective NPDES permit is also included in Appendix A.

**Table 3. Current NPDES Permit Limitations**

Constituent	Value	Monthly Average <sup>1</sup>	Weekly Average <sup>1</sup>
BOD	mg/L	30	45
	lb/d	505	760
	% Removal	85% (min.)	
TSS	mg/L	30	45
	lb/d	275	542
	lb/d	Annual Average Limit <sup>2</sup> = 145 lb/d	
	% Removal	85% (min.)	
<i>E. coli</i> Bacteria	CFU per 100 mL	126 (geometric mean)	406 (instantaneous maximum)
	CFU/d	Annual Average Limit: 19.1 x 10 <sup>9</sup> CFU/d	
pH	s.u.	6.2 to 9.0 at all times	
TP	mg/L	1.0	1.5
	lb/d	9.9	14.9
Copper, Total Recoverable <sup>2</sup>	µg/L	19.2	35.1 (max day)
	lb/d	0.64	1.17 (max (day))

<sup>1</sup> Currently operating under permit dated August 1, 2012 (expired July 31, 2017), administratively extended.

<sup>2</sup> TSS limits were adjusted by EPA to an annual mass of 26.5 tons.

BOD = biochemical oxygen demand; TSS = total suspended solids; TP = total phosphorus; mg/L = milligrams per liter; lb/d = pounds per day; CFU = colony forming units; mL = milliliter; CFU/d = colony forming units per day; s.u. = standard units; µg/L = micrograms per liter

With the conversion of the Aeration Basins 3 & 4 from plug-flow complete aeration to MLE, the WRF will be able to biologically remove nitrate-nitrogen (NO<sub>x</sub>-N), which will lower the effluent TN. While no nitrogen species are limited by the current NPDES permit, it is possible that the future IPDES permit may contain limits on nitrogen species. The “monitor only” criteria for ammonia-nitrogen in the Ketchum-SVWSD permit do hint at the possibility of a limit like that imposed in the City of Hailey NPDES discharge permit to the Big Wood River. Although not a direct benefit to the permit, removing nitrate-nitrogen in the effluent removes a nutrient contributing to eutrophication in the Big Wood River.

Eutrophication is a group of processes where dissolved nutrients, such as nitrogen and phosphorus, stimulate excess growth of aquatic plant life such as algae that can deplete the dissolved oxygen in the body of water. Reduced oxygen levels especially impact trout and salmonid species that rely on the cold, oxygen-rich river systems for spawning. By reducing the effluent nitrogen load and potential for eutrophication, the Ketchum / SVWSD WRF will continue to be stewards of environmental sustainability in the Wood River Valley.

### 2.3.2 Recycled Water Permit

The WRF has a municipal Class A recycled water permit issued by IDEQ on May 10, 2011. The recycled water permit allows both the City of Ketchum and SVWSD to beneficially use the Class A recycled water for any (current and future) approved use of Class A recycled water. The recycled water can be applied anywhere within the service areas of the City of Ketchum and the SVWSD so long as the buffers of 100 feet from recycled water application site to a private or public water supply well and drinking fountains, picnic tables, food establishments, and other public eating facilities are not in direct contact with recycled water irrigation spray are met.

The recycled water permit limits the WRF effluent to the constituent concentrations shown in Table 4.

**Table 4. Current Recycled Water Permit Limitations**

Constituent	Value	Arithmetic Mean	Instantaneous Maximum
Total Coliform <sup>1</sup>	CFU per 100 mL	2.2	23
Disinfection <sup>2</sup>	mg*min/L	-	450
Turbidity <sup>3</sup>	NTU	2	5
BOD <sup>4</sup>	mg/L	10	-
pH	s.u.	6.0 to 9.0 at all times	
TN <sup>4,5</sup>	mg/L	30	-

<sup>1</sup> Arithmetic mean determined from last 7 days with Total Coliform analysis.

<sup>2</sup> Process demonstrated to achieve 5-log inactivation of virus (i.e., 100 mJ/cm<sup>2</sup> UV dose) acceptable alternative

<sup>3</sup> Continuous measurement. Daily arithmetic mean.

<sup>4</sup> Monthly arithmetic mean as determined by weekly composite samples.

<sup>5</sup> Calculation by summation of TKN plus NO<sub>x</sub>-N.

BOD = biochemical oxygen demand; TN = total nitrogen; CFU = colony forming units; mL = milliliter; mg\*min/L = milligram-minutes per liter; NTU = Nephelometric Turbidity Units; mg/L = milligrams per liter; s.u. = standard units; mJ/cm<sup>2</sup> = millijoules per square centimeter; TKN = total Kjeldahl nitrogen; NO<sub>x</sub>-N = nitrite-plus-nitrate-nitrogen



The recycled water permit includes a total nitrogen (TN) limit. The WRF recycled water effluent ranged between 4.06 to 27.50 mg/L from 2021 to 2022 with an average of 16.27 mg/L in 2021 and 14.92 mg/L in 2022. Most of the effluent TN is composed of nitrite-plus-nitrate-nitrogen (NO<sub>x</sub>-N) since there are no denitrification processes currently at the WRF. This means that TN compliance is essentially contingent on influent TN being less than 30 mg/L.

With the conversion of the Aeration Basins 3 & 4 from plug-flow complete aeration to MLE, the WRF will be able to biologically remove NO<sub>x</sub>-N, which will lower the effluent TN and provide flexibility if influent nitrogen characteristics change in the future.

## 3 MLE Equipment Evaluation

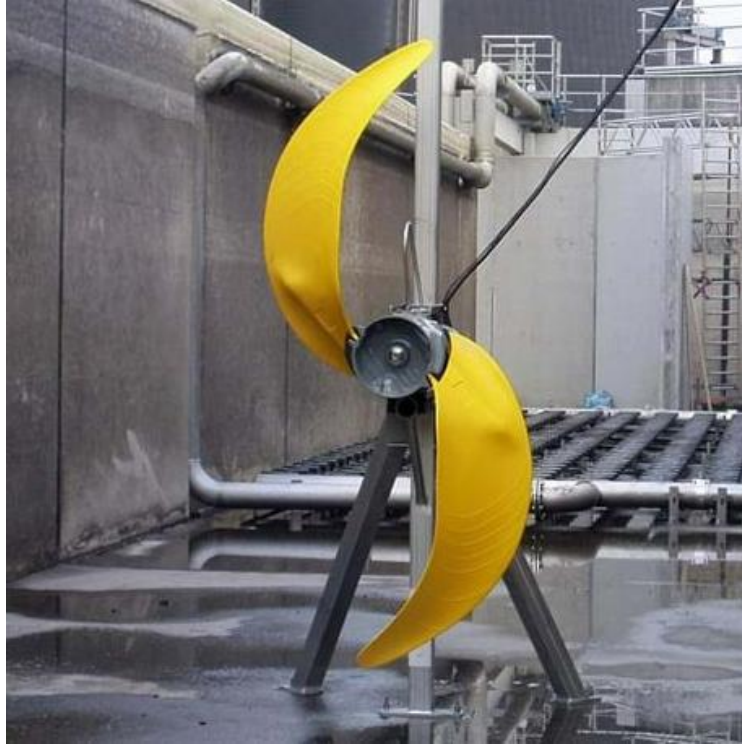
This section evaluates the different technologies used for wastewater aeration, determines the upgrade recommendations for the electrical infrastructure associated with the secondary treatment system, and the recommended approach to procurement and phasing.

### 3.1 Anoxic Zone Mixer

A mixer will be used to keep the MLSS suspended in the anoxic zone to ensure the biology has continuous access to  $\text{NO}_x\text{-N}$  to use as its oxygen source. Generally, mixers used to keep MLSS suspended are sized based on volume to be mixed. Typical design for these mixers provides 25 to 30 horsepower (HP) per MG. Using 30 HP/MG and the Zone 1 volume of 0.16 MG, the recommended minimum size for the anoxic mixer is 5 HP.

There are two commonly used styles of anoxic mixers: the banana blade mixer and the floating mixer. A banana blade mixer, named after the curved impeller blade's appearance, are submerged units that use guide rails for insertion and removal. Floating mixers typically use a circular fiberglass or stainless steel float with an exposed motor and submerged impeller. The impeller pushes the water downward. Floating mixers are typically held in place by stainless steel cables with springs to allow limited movement and cable detachment for moving the mixer to the side wall for maintenance.

Both technologies provide adequate mixing and will have negligible differences as far as mixing performance is concerned. The decision to use one technology over the other will be influenced by cost, visual appeal, and operator preference on maintainability.



**Figure 1. Example of a Submersible Banana Blade Mixer**

(Source: Xylem Water Solutions)



**Figure 2. Example of a Floating Mixer**

(Source: Aqua-Aerobic Systems)

### 3.1.1 Mixer Technology Recommendation

Submersible mixing systems are typically more expensive than floating mixer systems, primarily due to the differences in the support structures and submersible motor. Submersible mixers require rigid stainless-steel rails with a winch, like the structures required for submersible pumps. Floating mixers use a series of three or more steel cables anchored into the basin walls.

The submerged mixer is not visually apparent while the floating type is. The submerged systems are generally only identified by the top end of the support rails and the winch, where the floating system is completely exposed. The fiberglass or stainless-steel floats are about 6-foot diameter and have the potential to become a “landing zone” for water birds, such as ducks. Occasional pressure cleaning of the float surface may be required for appearance purposes.

Both technologies are too heavy to remove from service without mechanical systems like a davit crane with a winch so maintainability differences in terms of removal are negligible. There is potential to maintain the floating mixer without removing it from the basin since the motor is exposed. The mixer can be pulled to the side wall and the float will support a person, although the safety of this practice is questionable.

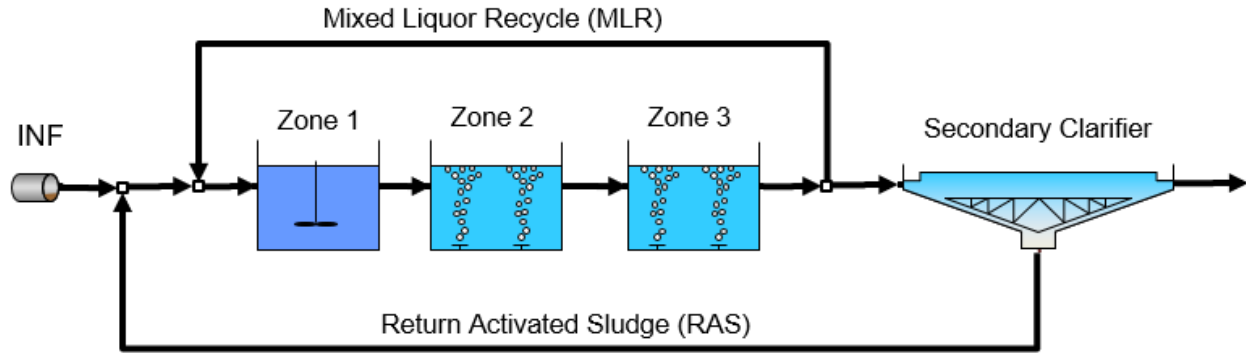
The operators at the Ketchum / SVWSD WRF toured the Fruitland, Idaho’s WRF to see floating mixers in operation and discuss maintenance with operations. The feedback was positive about both reliability and maintenance. Since the floating mixers provide a significant capital savings and are preferred for maintenance, we recommend selection of floating mixers for the anoxic cells.

The floating mixer size recommendation for the basin configuration and volume is one 7.5 HP unit in each Zone 1. The MLE process is important for energy conservation but not critical to permit compliance. Therefore, a single unit is recommended. In the event of mixer problems, the activated sludge process train can return to full aeration until the mixer is repaired or replaced. The 7.5 HP mixer provides a mixing diameter of 59.5 feet, measured from the center point of the unit. The cell diagonal is approximately 60.5 feet, so approximately 6 inches in each corner of the anoxic cell may not have complete mixing. This volume is negligible compared to the overall cell volume.

## 3.2 Mixed Liquor Return Pump

The mixed liquor return (MLR) is an essential part of the MLE process. The MLR recycles nitrate-rich MLSS from the final zone of aeration back to the initial anoxic zone for denitrification. This recycle stream varies from return activated sludge (RAS) as MLR pulls MLSS from the last aerated cell instead of the settled solids (RAS) from the clarifier bottom. The MLR flow rate is much greater than RAS with flows 2 to 4 times the forward flow versus 0.5 to 1 times. This greater MLR flow volume returns far more nitrates to the anoxic zone than RAS for denitrification. The MLE flow schematic illustrating the MLR and RAS system is shown in Figure 3.





**Figure 3. MLR Flow Schematic**

The biological modeling indicates that an MLR flow rate of 400 percent of incoming plant flow at maximum month conditions will provide an optimal balance of denitrification while minimizing the potential for dissolved oxygen (DO) poisoning in the anoxic zone (HDR 2022). With the future design goal for three trains to each treat 0.86 MGD at maximum month conditions (one-third of planning period maximum month flow of 2.57 MGD), the MLR pumps will be conservatively sized to each return 1.71 MGD (or approximately 1,200 gallons per minute [GPM]) to the anoxic zone for each biological train. The pumps are anticipated to have 12-HP motors. The two-pump-per-train strategy maintains operational reliability by having the capacity to continue to recycle MLSS if one pump fails, albeit at a reduced rate. The MLR piping material is anticipated to be 8-inch 304L stainless steel.

A preliminary isometric of the proposed modifications to Aeration Basins 3 & 4 can be seen in Figure 4. As the isometric shows, the existing sump pumps and sump pump discharge piping will be removed from service.

The discharge header is configured to share service with both pumps operating together. The discharge header will contain six 4-inch orifices, divided evenly by a normally-open plug valve. If one pump is taken offline, then the plug valve on the discharge header above Zone 1 should be closed to maximize orifice velocity. The orifices will be located at the water surface level and pointed down. This will allow operators to visually inspect the orifices for any plugging and minimizes potential for DO introduction through the flow stream.

The MLR pumps can provide dewatering services, and the piping configuration is such that either MLR pump in the basins can be used to dewater. The sump pumps could be kept on the shelf to remove any leftover water the MLR pumps don't remove.

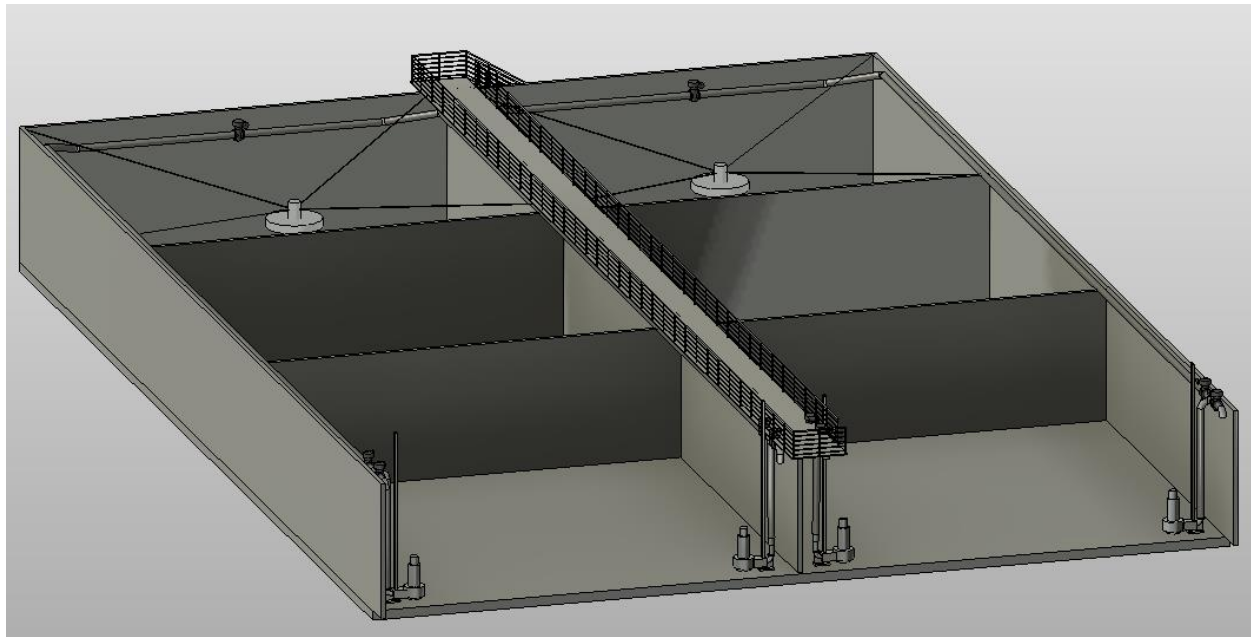


Figure 4. Preliminary Aeration Basin 3 & 4 Isometric

### 3.3 Equipment Procurement

Projects can be expedited by pre-procurement of key equipment which have extremely long lead times. Wastewater equipment generally has a delivery time of 20 to 30 weeks from issuance of the purchase order and in the last couple years due to supply chain issues has been longer. By procuring the equipment before construction bidding commences, the equipment can arrive on-site very close to the time that the contractor is ready to install the equipment. Pre-procurement can save months on the overall construction schedule. This is especially important in the Wood River Valley where the construction season is short due to winter snow conditions. We recommend pre-procurement of both the mixers and MLR pumps.

### 3.4 Equipment Phasing

The phasing of equipment will follow the project schedule identified in the FPS. The anoxic mixers and MLR pumps for Aeration Basins 3 & 4 will be purchased in fiscal year (FY) 2023. The MLE conversion in FY 2024 provides conservation of aeration basin air and goes together with the Aeration Blowers project. The process conversion allows the biological system to continue operating on Aeration Basins 3 & 4. The upgrading of Aeration Basins 1 & 2 is not scheduled for several years (2027) when the full aeration basin MLE conversion is complete. The detailed schedule for MLE conversion is included in Section 7.

## 4 Electrical and Controls

The secondary treatment system electrical infrastructure will be upgraded with replacement of the aeration basin blowers in 2024. MCC-2 is scheduled for replacement at that time. The electrical upgrades will include service for the future mixers and MLR pumps for Aeration Basins 3 & 4 and reserved electrical space for the future mixers and MLR pumps for Aeration Basins 1 & 2. The electrical upgrades associated with MCC-2 are further discussed in the Aeration Basin Blowers Technical Memorandum (HDR 2023).

The mixers are operated continuously and are constant speed. MLR pumps have operational flexibility and are operated based on a ratio of influent flow. The MLR pump VFD will be adjusted to obtain the set-point multiplier. Flow meters for this function are not necessary as the accuracy of the pumped flow is not critical, just the relative magnitude of recycled flow. The denitrification performance will be monitored to find the flow multiplier set point best meeting the treatment goals. During startup the flow curve at various pump speeds will be programmed into the SCADA PLC, roughly for pump frequencies from 20 Hz to 60 Hz. Based upon the flow rate multiplier selected, from 1 to 4 Q, the controller will adjust the pump speed. The pumps in each Zone 3 will be set to the same pump speed and adjusted together. And normally two aeration trains are operating, so the flow target (based on the flow multiplier) will set the four pump speeds based upon dividing flow into four.

## 5 Site Evaluation

The conversion of Aeration Basins 3 & 4 from a plug-flow complete-mix process to the MLE process will not add any new structures or alter the footprint of the Ketchum / SVWSD WRF. The upgraded equipment will be located within Aeration Basins 3 & 4.

The orientation of the Aeration Basins, the MLE equipment, and new electrical room are shown in Figure 5.

### 5.1 Existing Facilities

Aeration Basins 3 & 4 were originally constructed in 2005. The structure is in good condition and should not require any structural modifications to facilitate the process conversion. The diffuser ceramic discs in Zone 1 will be replaced by membrane discs by unscrewing the retaining cap of the PVC assembly and simple disc replacement. Aeration piping may need to be adjusted in aeration basin Zone 3 to accommodate the MLR submersible pumps. Recycle piping will be mounted along the tank wall.

### 5.2 Electrical Constraints

The existing Aeration Blower Building electrical equipment area is currently space constrained. Modifications to add an electrical room to the building will be necessary to accommodate the future blowers and upgraded MCC-2. Feeder 1 serves MCC-2 and provides up to 1,000 amps for the secondary treatment system equipment and is adequate to accommodate the upgrades.

### 5.3 WRF Modifications

#### 5.3.1 Aeration Basin Modifications

The aeration basin air headers and diffuser laterals will need only minor modifications in Aeration Basins 3 & 4. The ceramic diffuser discs in the first cell (Zone 1) of each basin can be replaced with membrane discs. Ceramic fine bubble diffusers, which are currently in service in the basins, allow mixed liquor to slowly enter the piping if left off. As these solids dry out inside the pipe, they can cause diffuser plugging from the inside.

The existing diffuser layouts are in Appendix D. There are 410 diffusers in each Zone 1 area, 290 diffusers in each Zone 2 area, and 160 diffusers in each Zone 3 area. Once Zone 1 becomes anoxic, the aeration duties shift to Zones 2 and 3. This will require adding diffusers to these zones. The available blanks in each Zone 2 are 127 and the available blanks in each Zone 3 are 160. Modeling results in Table 5 show the following progression of basin use and air flow in Zones 2 and 3 at maximum month conditions.



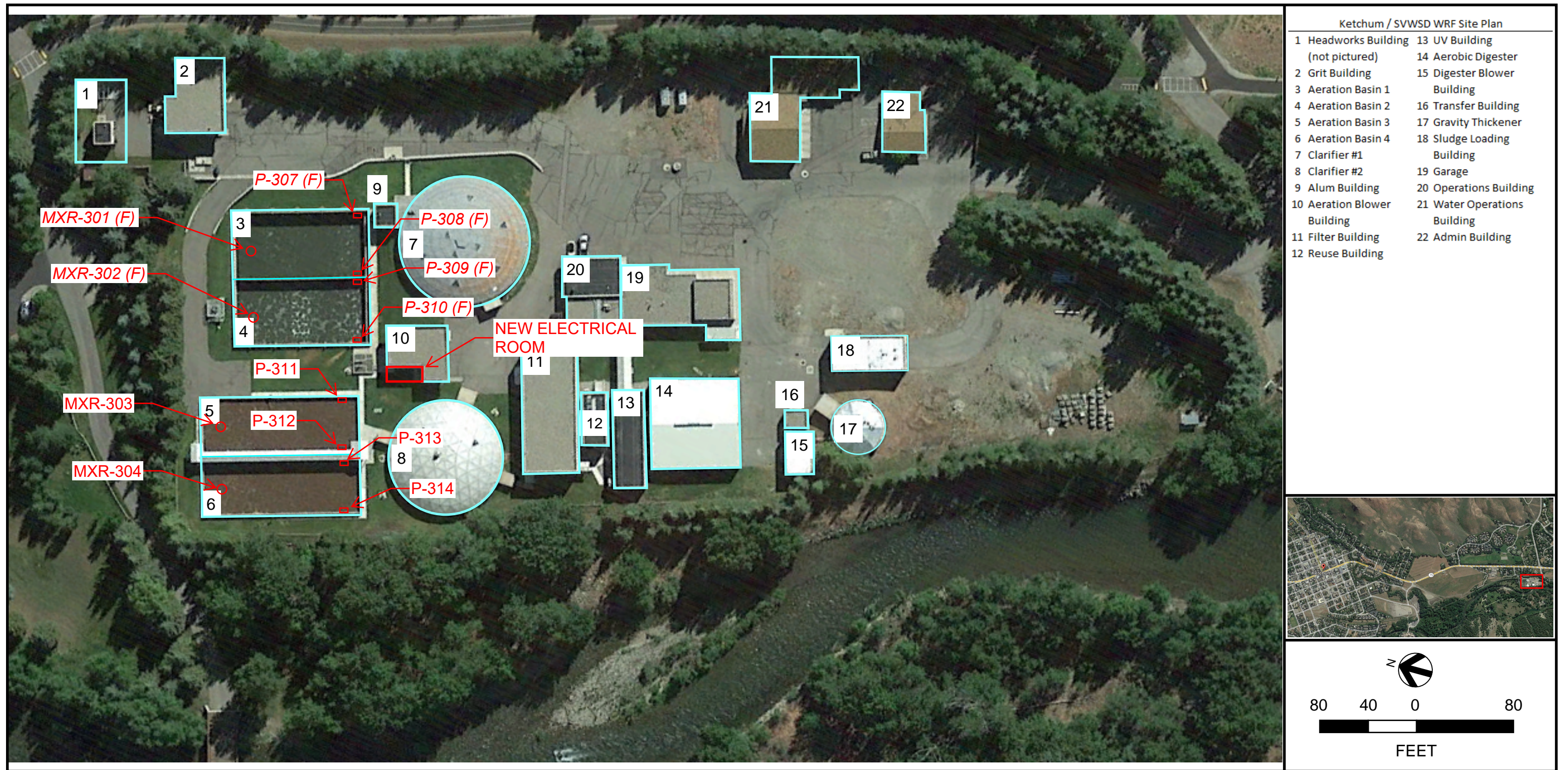
**Table 5. Air Requirements in Zones 2 and 3 with Increased Flow**

Maximum Month Plant Flow (MGD)	Number of Trains	Zone 2 Airflow (SCFM)	Zone 3 Airflow (SCFM)	Total Airflow (SCFM)
1.22	2	1,200	550	1,750
2.06	3	1,925	880	2,805
2.22	4	1,895	850	2750
2.39	4	2,105	950	3,055
2.57	4	2,345	1,065	3,410

MGD = million gallons per day; SCFM = standard cubic feet per minute

After adding 127 diffusers to each Zone 2, the airflow will be approximately 1.5 standard cubic feet per minute (SCFM) per diffuser. After adding 160 diffusers to each Zone 3, the air flow will be approximately 0.9 SCFM/diffuser. The manufacturer’s desired airflow is 1 SCFM/diffuser. We recommend replacement of all ceramic membranes in Zones 2 and 3 with flexible EPDM membranes.

In the second phase of MLE conversion, significant modifications will be required to Aeration Basins 1 & 2. Each basin will have two baffle walls constructed to produce three equally sized cells, mirroring Aeration Basins 3 & 4. The baffle walls will also serve to support the center wall. A catwalk will be installed along the center wall like the existing Aeration Basin 3 & 4 catwalk. Diffuser lateral piping will be replaced due to the zone configurations. The diffusers will be replaced with membrane fine bubble diffusers. The ceramic diffusers in Aeration Basins 1 and 2 are original to the 1984 construction. As mentioned above, membrane diffusers are better suited to extended periods of non-use compared to ceramic diffusers. All diffusers in Aeration Basin 1 and 2 will be replaced with membrane type. New diffusers may need to be installed in Zones 2 & 3 in the blank diffuser locations for Aeration Basins 3 & 4 to provide adequate air in these cells. A mix of membrane types is not necessary or wanted.



**FIGURE 5. SITE PLAN FOR MLE CONVERSION MODIFICATIONS**



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## 5.4 Treatment During Construction

The FPS identified the capacity of the activated sludge system at 8,340 lb/d BOD based on a design F:M ratio of 0.10 lb BOD/lb MLSS/d (HDR 2022). Given that the four basins are each approximately 0.5 MG, each basin can treat up to 0.82 MGD based on the 2022 flow-weighted influent BOD concentration of 303 mg/L. This means that Aeration Basins 1 & 2 must be put into service while Aeration Basins 3 is taken offline for upgrades, since Aeration Basin 4 does not have sufficient capacity to treat flows on its own. When basin 1 or 2 is in service, the water level should be equalized in the other side to avoid uneven hydrostatic loading that could damage the center wall. The new baffle walls will stiffen the center wall and solve this structural problem.

It is recommended to upgrade Aeration Basin 3 first and then Aeration Basin 4 once Aeration Basin 3 is completed. Recent basin draining revealed grit accumulation from the floor to the bottom of the diffusers. Operations staff removed the grit in Basin 3 but did not have time to clean Basin 4. Basin 4 grit removal will be included in the MLE conversion project.





## 6 Cost Summary

### 6.1 Aeration Basins 3 & 4 Conversion

The preliminary engineering Opinion of Probable Construction Cost (OPCC) for Aeration Basins 3 & 4 MLE conversion is outlined in Table 6. The costs are developed from predesign planning with site-specific consideration. The FPS cost estimates were considered an “order-of-magnitude” estimate, or a Class 4 estimate (AACE 2020), as the project definition through that portion of planning was approximately 10 percent. The anticipated accuracy range is plus 40 percent and minus 20 percent at this stage of design. This technical memorandum expands the project definition to a Predesign level, which typically requires approximately 30 percent project definition. Predesign detail allows a Class 3 estimate with an expected accuracy range of plus 30 percent and minus 15 percent.

Unit costs presented below are based on a combination of previous project experiences, vendor quotes, and HDR’s experience with material procurement in the recent months. The table presents costs for the MLE conversion of Aeration Basins 3 & 4.

**Table 6. OPCC Summary – Aeration Basins 3 & 4 Conversion**

Line Item	Quantity	Unit Price	Total <sup>1</sup>
Aeration Basin 4 Cleaning	1	LS	\$45,050
Floating Mixers	2	\$27,190	\$54,380
MLR Pumps	4	\$55,200	\$220,800
Diffuser Insert Replacement <sup>4</sup>	1,720	\$30.83	\$53,020
New Diffuser Assemblies <sup>5</sup>	574	\$40.92	\$23,490
Piping	1	LS	\$193,500
Electrical Components	1	LS	\$97,500
Subtotal			\$687,740
Contingency	%	20%	\$137,550
Subtotal			\$825,290
Contractor's OH & Profit	%	30%	\$247,590
Sales Tax <sup>2</sup>	%	6%	\$28,420
<b>Total<sup>3</sup></b>			<b>\$1,101,300</b>
Expected Upper Limit (+30%)			\$1,431,690
Expected Lower Limit (-15%)			\$936,110

<sup>1</sup> Costs are shown in 2023 dollars and are not escalated to the year of procurement and construction.

<sup>2</sup> Contractor’s overhead and profit includes sales tax on real property that is not Owner Furnished.

<sup>3</sup> The total shown is accurate with a range of +30% and -15% of the value shown per AACE Class 3 estimate.

<sup>4</sup> Replace all 410 diffusers in Cell 1, 290 diffusers in Cell 2, and 160 diffusers in Cell 3 for each basin (1,720 total existing).

<sup>5</sup> 127 blank diffusers in Cell 2 and 160 blank diffusers in Cell 3 for each basin (574 total blanks).

LS = lump sum; OH = overhead

The projected cost for the Aeration Basin 3 & 4 MLE Conversion, which fell under the 2023 implementation lines identified in Table 7-4 of the FPS (HDR 2022) was \$987,000 in 2022 dollars with an accuracy range of plus 40 percent and minus 20 percent (cost range from \$790,000 to \$1.382 million).

The OPCC for the work described in this TM is \$1.101 million (equivalent to \$1.034 million in 2022 dollars with a January 2023 inflation rate of 6.5 percent [Statista 2023]), which is approximately 5 percent more than the original cost projection.



## 7 MLE Implementation Plan

The implementation schedule to complete the Aeration Basins 3 & 4 MLE Conversion project is driven primarily by equipment delivery and the construction season. Since the Wood River Valley experiences heavy snowfall during the winter, construction activities generally cannot begin before April and all building construction should be completed by the end of October (unless interior work). Much of the electrical work associated with the project will be indoors once the new electrical room is constructed, and there should be a minimal requirement for excavation except for electrical conduit runs to mixers and MLR pumps.

The current implementation plan for Aeration Basins 3 & 4 is to complete the detailed design in early 2023, order long-lead equipment by summer 2023, bid construction in the fall 2023, and complete equipment installation summer of 2024. Aeration Basins 1 & 2 will not require conversion to the MLE process until mid-2029 due to the additional capacity from upgrading Aeration Basins 3 & 4. The MLE conversion schedule for Aeration Basins 3 and 4 is shown below.

<u>Task</u>	<u>Initiation</u>	<u>Completion</u>
<b>Aeration Basins 3 &amp; 4 MLE Conversion</b>		
Mixer and Pump Procurement Bid Pkg	April 2023	May 2023
Procurement Award	June 2023	June 2023
Detailed Design	April 2023	June 2023
DEQ Review	July 2023	Aug 2023
Bidding Equipment Installation	Aug 2023	Oct 2023
Equipment Submittals and Delivery	Aug 2023	Dec 2023
Installation Construction	Dec 2023	June 2024
Startup	July 2024	Sept 2024

## 8 References

AACE International [AACE]. (2020). *18R-97: Cost Estimate Classification System – As Applied in Engineering, Procurement, and Construction for the Process Industries* (August 7, 2020).

HDR. September 2022. *Facility Planning Study*.

HDR. March 2023. *Aeration Basin Blowers Technical Memorandum*.

Metcalf & Eddy, Inc., Tchobanoglous, G., Abu-Orf, M., Bowden, G., & Pfrang, W. [M&E]. 2014. *Wastewater Engineering: Treatment and Resource Recovery* (5<sup>th</sup> ed.). McGraw-Hill Education.

Statista. February 2023. *U.S. Monthly Inflation Rate January 2023*. Retrieved February 28, 2023, from <https://www.statista.com/statistics/273418/unadjusted-monthly-inflation-rate-in-the-us/>



City of Ketchum

PROCUREMENT MEMO

Meeting Date: 5/1/2023 Staff Member/Dept: Jamie Shaw/Police

Agenda Item: Recommendation to Approve Purchase Order #23093 and #23094

Recommended Motion:

I move to approve Purchase Order 23093 for a not to exceed amount of \$74,056 for the State Contract Vehicle Purchase for two 2022 Dodge Durango Police vehicles. Associated with this purchase is Purchase Order 23094 for a not to exceed amount of \$25,122.22 for upfitting the two patrol vehicles.

Summary of Procurement Process:

Table with 2 columns: Bidder, Bid Price. Rows include Young Automotive Group, Mountain Home Auto Ranch, Ron Sayer Dodge, Dwayne Lane Dodge, and Day Wireless (Upfitter).

Table with 3 columns: Low Bid Contractor, Bid Price, Budget Account/Number. Row includes Young Automotive Group.

Background (if necessary):

- These vehicles are to fulfill CIP from FY22.
• Ford Hybrid Inceptors were ordered in October of 2021. Ford has not been able to deliver them.
• Funds exist due to purchases planned for FY22 and were funded in FY22 CIP.

Sustainability Impact:

None OR state impact here: While not hybrids, these vehicles are mid-size with fuel efficient V6 engines.

Attachments:

1. Young Automotive Invoice #12S1734
2. City of Ketchum Buyers Orders
3. 12S1734 Window Sticker

4. 12S2272 Window Sticker
5. Day Wireless Quote #-10
6. Purchase Order 23093 and 23094



# Vehicle Invoice

Invoice # 12S1734

Customer #

Date 04/24/2023

City of Ketchum

Purchaser's Name

191 5<sup>th</sup> St West

Billing Address

Street Address

Ketchum ID 83340

City County State Zip Code

Fax #

Phone #



259 Overland Ave.  
Burley, ID 833318  
Phone (208) 962-6044

Young Automotive

Selling Dealer

Brian Brackenbury

Salesman

Customer PO #

30 days from contract

Payment Terms

## New Vehicle

New or Used	Year	Make	Model	Body Type	Stock #	Vin #	Price of Vehicle
New	2022	Dodge	Durango	Pursuit AWD	12S1734	1C4RDJFG5NC185061	\$37,028.00
New	2022	Dodge	Durango	Pursuit AWD	12S2272	1C4RDJFG2NC132558	\$37,028.00

Other Terms Agreed To:

Total Trades	0.00
Taxable Amount	0.00
Idaho Sales Tax	0.00
License & Registration	0.00
State Inspection	0.00
St Waste Tire Recycling Fee	0.00
Property Tax Due	0.00
Total of Above Items	\$ 0.00
Deposit or Cash Down	0.00
<b>Balance Due</b>	<b>\$ 74,056.00</b>

Purchaser and Co-Purchaser(s), if any, (hereafter referred to as "Purchaser") hereby agree to purchase the following vehicle from Seller/Dealer (hereafter referred to as "Seller"), subject to all terms, conditions, warranties and agreements contained herein, including those printed on the reverse side hereof.

NEW	USED	DEMO	YEAR	MAKE	SERIES	BODY TYPE	CYL	COLOR
			2022	DODGE	DURANGO	PURSUIT AWD SUV		
V.I.N.			ODOMETER		STOCK NO.	DEL. DATE	SALESPERSON	
1C4RDJFG2NC132558			15		12S2272	04/24/2023	FLEET HOUSE	

PURCHASE PRICE AND OTHER SUMS DUE	
1. CASH PRICE OF VEHICLE	37028.00
2. ACCESSORIES/OPTIONS	
3.	N/A
4.	N/A
5.	N/A
6. TOTAL CASH PRICE (add lines 1-5)	37028.00
7. MFR. REBATE \$	N/A
8. PORTION/REBATE APPLIED TO PURCHASE	( N/A )
9. SUBTOTAL (lines 6 minus 8)	37028.00

THIS SECTION FOR SELLER'S USE ONLY PERTAINING TO TRADE-IN					
Title (if not, explain):					
REGISTRATION	POWER OF ATTORNEY	ODOMETER STATEMENT	TRADE-IN APPRAISAL	AUTHORIZATION FOR PAYOFF	MANUFACTURED OUT OF COUNTRY

TRADE-IN AND/OR OTHER CREDITS	
YEAR/MAKE	ODOMETER
SERIES	BODY TYPE
V.I.N.	
*BALANCE OWED ON TRADE-IN:	N/A
BALANCE OWED TO:	N/A
ADDRESS:	
PAYOFF VERIFIED BY:	GOOD UNTIL:
DATE OF VERIFICATION	ACC.#:

**NOTICE ONLY TO BUYERS OF USED VEHICLES**  
 The information you see on the window form [Buyer's Guide] for this vehicle is part of this contract. Information on the window form overrides any contrary provisions in the contract of sale.  
 I HAVE RECEIVED A COPY OF THE FTC BUYERS GUIDE.  
 X

**FINANCING DISCLOSURE**  
 INSTRUCTION: One of the two following disclosures, either "A" or "B", must be acknowledged, if Purchaser agrees to be responsible for financing, or if this is a cash-only or cash-plus-trade-in only transaction, the Purchaser must sign disclosure "A". If Seller agrees to arrange for financing, then both Seller and Purchaser must sign disclosure "B". BY SIGNING, PURCHASER AFFIRMS THAT HE/SHE HAS READ THE DISCLOSURE AND AGREES THERETO. IF SIGNING DISCLOSURE "B", DO NOT SIGN UNTIL ALL BLANKS HAVE BEEN FILLED IN. PURCHASER ACKNOWLEDGES THAT THE TERMS SET FORTH BELOW ("A") AND ("B") ARE MANDATED BY STATE LAW AND ARE NOT TO BE CONSTRUED AS CONTRACTUAL TERMS BETWEEN SELLER AND PURCHASER.

**PURCHASER AGREES TO ARRANGE FINANCING**  
 ("A") THE PURCHASER OF THE MOTOR VEHICLE DESCRIBED IN THIS CONTRACT ACKNOWLEDGES THAT THE SELLER OF THE MOTOR VEHICLE HAS MADE NO PROMISES, WARRANTIES, OR REPRESENTATIONS REGARDING SELLER'S ABILITY TO OBTAIN FINANCING FOR THE PURCHASE OF THE MOTOR VEHICLE. FURTHERMORE, PURCHASER UNDERSTANDS THAT IF FINANCING IS NECESSARY IN ORDER FOR THE PURCHASER TO COMPLETE THE PAYMENT TERMS OF THIS CONTRACT ALL THE FINANCING ARRANGEMENTS ARE THE SOLE RESPONSIBILITY OF THE PURCHASER.  
 SIGNATURE OF PURCHASER

*WARRANTY AS TO BALANCE OWED ON TRADED-IN VEHICLE:	
Purchaser warrants that he/she has given Seller a true pay-off amount on any vehicle traded in, and that if it is not correct and is greater than the amount shown above, Purchaser will pay the excess to Seller on demand.	
10. TRADE-IN ALLOWANCE	N/A
11. BALANCE OWED ON TRADE-IN*	N/A
12. NET ALLOWANCE ON TRADE-IN (line 10 minus line 11)	N/A
13. DEPOSIT/CASH DOWN PAYMENT (omit amt. line 8)	N/A
14. TOTAL CREDITS (total lines 12 & 13)	N/A
15. SUBTOTAL FROM LINE 9	37028.00
16. SERVICE CONTRACT	N/A
17. DEALER DOCUMENTARY SERVICE FEE	N/A
18.	N/A
19. SUBTOTAL-TAXABLE ITEMS (total lines 15-18)	37028.00
20. TRADE ALLOWANCE ** (line 10)	N/A ** If lease, no tax credit
21. NET TAXABLE AMOUNT (line 19 minus line 20)	\$ 37028.00
22. UTAH SALES/USE TAX ON "TAXABLE AMOUNT"	N/A
23. UTAH LICENSE AND REGISTRATION FEES	N/A
24. UTAH AGE BASED/PROPERTY ASSESSMENT FEES	N/A
25. UTAH INSPECTION/EMISSIONS TEST FEE	N/A
26. UTAH WASTE TIRE RECYCLING FEE	N/A
27.	N/A
28.	N/A
29. TOTAL OF ALL ITEMS ABOVE (lines 19, 22-28)	37028.00
30. TOTAL CREDITS (line 14)	( N/A )
31. BALANCE DUE (total line 29 minus 30)	37028.00
DAY 24 MONTH 04 YEAR 2023	

**SELLER AGREES TO SEEK ARRANGEMENTS FOR FINANCING**  
 ("B") (1) THE PURCHASER OF THE MOTOR VEHICLE DESCRIBED IN THIS CONTRACT HAS EXECUTED THE CONTRACT IN RELIANCE UPON THE SELLER'S REPRESENTATION THAT SELLER CAN PROVIDE FINANCING ARRANGEMENTS FOR THE PURCHASE OF THE MOTOR VEHICLE. THE PRIMARY TERMS OF THE FINANCING ARE AS FOLLOWS:  
 INTEREST RATE BETWEEN 0 % AND 30 % PER ANNUM, TERM BETWEEN 1 MONTHS AND 84 MONTHS. MONTHLY PAYMENTS BETWEEN \$ 37028.00 PER MONTH AND \$ 37043.00 PER MONTH BASED ON A DOWN PAYMENT OF \$ N/A.  
 (2) (a) IF SELLER IS NOT ABLE TO ARRANGE FINANCING WITHIN THE TERMS DISCLOSED, THEN SELLER MUST, WITHIN SEVEN CALENDAR DAYS OF THE DATE OF SALE MAIL NOTICE TO THE PURCHASER THAT HE HAS NOT BEEN ABLE TO ARRANGE FINANCING.  
 (b) PURCHASER THEN HAS 14 DAYS FROM THE DATE OF SALE TO ELECT, IF PURCHASER CHOOSES, TO RESCIND THE CONTRACT OF SALE PURSUANT TO [UTAH CODE ANN.] SECTION 41-3-401.  
 (c) IN ORDER TO RESCIND THE CONTRACT OF SALE, THE PURCHASER SHALL:  
 (i) RETURN TO SELLER THE MOTOR VEHICLE HE PURCHASED;  
 (ii) PAY THE SELLER AN AMOUNT EQUAL TO THE CURRENT STANDARD MILEAGE RATE FOR THE COST OF OPERATING A MOTOR VEHICLE ESTABLISHED BY THE FEDERAL INTERNAL REVENUE SERVICE FOR EACH MILE THE MOTOR VEHICLE HAS BEEN DRIVEN; AND  
 (iii) COMPENSATE SELLER FOR ANY PHYSICAL DAMAGE TO THE MOTOR VEHICLE.  
 (3) IN RETURN, SELLER SHALL GIVE BACK TO THE PURCHASER ALL PAYMENTS OR OTHER CONSIDERATION PAID BY THE PURCHASER, INCLUDING ANY DOWN PAYMENT AND ANY MOTOR VEHICLE TRADED IN.  
 (4) IF THE TRADE-IN HAS BEEN SOLD OR OTHERWISE DISPOSED OF BEFORE THE PURCHASER RESCINDS THE TRANSACTION, THEN THE SELLER SHALL RETURN TO THE PURCHASER A SUM EQUIVALENT TO THE ALLOWANCE TOWARD THE PURCHASE PRICE GIVEN BY THE SELLER FOR THE TRADE-IN, AS NOTED IN THE DOCUMENT OF SALE.  
 (5) IF PURCHASER DOES NOT ELECT TO RESCIND THE CONTRACT OF SALE AS PROVIDED IN SUBSECTION (2)(b) OF THIS FORM:  
 (a) THE PURCHASER IS RESPONSIBLE FOR ADHERENCE TO THE TERMS AND CONDITIONS OF THE CONTRACT OR RISKS BEING FOUND IN DEFAULT OF THE TERMS AND CONDITIONS  
 (b) IF THE TERMS AND CONDITIONS OF THE DISCLOSURES SET FORTH IN SECTION (1) OF THIS FORM ARE NOT BINDING ON THE SELLER; AND  
 (c) IF FINANCING IS NECESSARY FOR THE PURCHASER TO COMPLETE THE PAYMENT TERMS OF THE CONTRACT OF SALE, THE PURCHASER IS SOLELY RESPONSIBLE FOR MAKING ALL THE FINANCING ARRANGEMENTS.  
 (6) SIGNING THIS DISCLOSURE DOES NOT PROHIBIT THE PURCHASER FROM SEEKING HIS OWN FINANCING.  
 SIGNATURE OF PURCHASER  
 SIGNATURE OF SELLER

**OTHER TERMS AGREED TO:** NONE  AS FOLLOWS   
**THANK YOU FOR YOUR BUSINESS**



2. If the Purchaser does not pay the "BALANCE DUE" by the date indicated on the reverse side of this agreement, then the Seller may set off against its damages any cash deposit or down payment received from the Purchaser. In the event a used vehicle has been taken in trade, Purchaser authorizes Seller to sell the used vehicle, and Seller shall be entitled to reimburse itself out of the proceeds of such sale for its expenses and losses incurred or suffered as the result of Purchaser's failure to complete the purchase.
3. Seller shall not be liable for delays or damages caused by the manufacturer, accidents, sureties, fires, or other causes beyond the control of the Seller.
4. **NO WARRANTIES, EXPRESS OR IMPLIED, ARE MADE OR WILL BE DEEMED TO HAVE BEEN MADE BY EITHER SELLER OR THE MANUFACTURER OF THE NEW MOTOR VEHICLE OR MOTOR VEHICLE CHASSIS FURNISHED HEREUNDER, EXCEPTING ONLY THE CURRENT PRINTED WARRANTY APPLICABLE TO SUCH VEHICLE OR VEHICLE CHASSIS, WHICH WARRANTY IS INCORPORATED HEREIN AND MADE A PART HEREOF AND A COPY OF WHICH WILL BE DELIVERED TO PURCHASER AT THE TIME OF DELIVERY OF THE NEW MOTOR VEHICLE OR MOTOR VEHICLE CHASSIS, SUCH WARRANTY SHALL BE EXPRESSLY IN LIEU OF ANY OTHER WARRANTY, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND THE REMEDIES SET FORTH IN SUCH WARRANTY WILL BE THE ONLY REMEDIES AVAILABLE TO ANY PERSON WITH RESPECT TO SUCH NEW MOTOR VEHICLE OR MOTOR VEHICLE CHASSIS.**

**NO WARRANTIES, EXPRESS OR IMPLIED, ARE MADE BY SELLER WITH RESPECT TO USED MOTOR VEHICLES OR MOTOR VEHICLE CHASSIS FURNISHED HEREUNDER EXCEPT AS MAY BE EXPRESSED IN WRITING BY SELLER FOR SUCH USED MOTOR VEHICLE OR MOTOR VEHICLE CHASSIS, WHICH WARRANTY, IF SO EXPRESSED IN WRITING, IS INCORPORATED HEREIN AND MADE A PART HEREOF.**

5. In case the vehicle sold to Purchaser is a used or demonstrator vehicle, no warranty or representation is made by Seller as to the extent such vehicle has been used, regardless of the mileage shown on the odometer of said used vehicle.
6. In the event it becomes necessary for Seller to enforce any of the terms, conditions, or warranties in this agreement, Purchaser agrees to pay reasonable attorney's fees, court costs, and collection fees.
7. Purchaser may not transfer or assign his/her interest in this Agreement, unless Seller consents in writing.
8. **LIABILITY INSURANCE COVERAGE FOR BODILY INJURY AND DAMAGE CAUSED TO OTHERS IS NOT INCLUDED IN THIS AGREEMENT.**
9. **PURCHASER REPRESENTS** that he/she is 18 years of age or older.
10. Purchaser grants to Seller a security interest in the purchased vehicle and to any proceeds derived from the sale of the purchased vehicle to secure full payment of the purchase price. This security interest also covers all equipment, accessories, and parts that Purchaser adds to the vehicle. Purchaser also grants Seller a security interest in the proceeds of any physical damage insurance policy applicable to the purchased vehicle. Purchaser also grants the Seller a security interest in the vehicle purchased by the Purchaser as described on the reverse side hereof, for the purpose of securing Seller against losses proximately caused by Purchaser's breach of any terms, conditions, representations, or warranties set forth in this Motor Vehicle Contract of Sale.
11. If the vehicle bought by Purchaser is a used vehicle, the information you see on the window form [Buyer's Guide] for this vehicle is part of this contract. Information on the window form overrides any contrary provisions in this contract of sale.
12. **IN THE CASE OF ANY VEHICLE TRADED IN AS PART OF THE CONSIDERATION TOWARD A PURCHASE, PURCHASER REPRESENTS AND WARRANTS:**
  - (a) **THAT, UNLESS OTHERWISE DISCLOSED ON THE REVERSE SIDE HEREOF, POLLUTION CONTROL EQUIPMENT, AIR BAGS AND ALL SAFETY RELATED EQUIPMENT INSTALLED BY THE MANUFACTURER HAS NOT BEEN REMOVED OR RENDERED INOPERATIVE;**
  - (b) **THAT THE YEAR OF MANUFACTURE AND THE BALANCE OWED ON THE TRADED-IN VEHICLE ARE AS STATED ON THE REVERSE SIDE HEREOF;**
  - (c) **THAT, UNLESS OTHERWISE DISCLOSED ON THE REVERSE SIDE HEREOF, THE ODOMETER READING ACCURATELY STATES ACTUAL MILES THE TRADED-IN VEHICLE HAS BEEN DRIVEN;**
  - (d) **THAT PURCHASER HAS AND WILL PROVIDE TO SELLER GOOD TITLE TO THE TRADED-IN VEHICLE, AND THAT TRANSFER OF THE TRADED-IN VEHICLE TO SELLER AS A TRADE-IN ON THE PURCHASE OF ANOTHER VEHICLE IS RIGHTFUL; AND**
  - (e) **THAT THE TRADED-IN VEHICLE HAS NEVER HAD ITS TITLE OR REGISTRATION BRANDED AS "SALVAGED", "RESTORED", "REPAIRED", OR SIMILAR TERM, PURSUANT TO UTAH CODE ANN. §§41-1a-1004 AND 41-1a-1005 OR STATUTE(S) OF ANOTHER STATE SUBSTANTIALLY SIMILAR IN CONTENT. IF PURCHASER BREACHES THIS REPRESENTATION AND WARRANTY THEN PURCHASER AGREES TO BE LIABLE FOR AND PAY THE SELLER THE DIFFERENCE BETWEEN THE TRADE-IN ALLOWANCE AS STATED ON THE REVERSE SIDE AND THE REDUCED VALUE ATTRIBUTABLE TO MISREPRESENTATION REGARDING THE TITLE OR REGISTRATION.**
  - (f) **THAT THE VEHICLE WAS NOT KNOWINGLY INITIALLY DELIVERED FOR DISPOSITION OR SALE IN A COUNTRY OTHER THAN THE UNITED STATES OF AMERICA.**
13. Any written notice required to be given Purchaser if mailed by ordinary mail, postage prepaid, to Purchaser's mailing address as stated on the reverse side hereof shall be deemed reasonable and effective notification.
14. The rate of interest as set forth in the Financing Disclosure section (B) of the reverse side may involve a variable rate, if therein noted. Purchaser will rely on any credit agreement representing financing to provide the credit disclosures required by law, includ-

Purchaser and Co-Purchaser(s), if any, (hereafter referred to as "Purchaser") hereby agree to purchase the following vehicle from Seller/Dealer (hereafter referred to as "Seller"), subject to all terms, conditions, warranties and agreements contained herein, including those printed on the reverse side hereof.

NEW	USED	DEMO	YEAR	MAKE	SERIES	BODY TYPE	CYL	COLOR
			2022	DODGE	DURANGO	PURSUIT AWD		
V.I.N.			ODOMETER		STOCK NO.		DEL. DATE	
1C4RDJFG5NC185061			12		12S1734		04/24/2023	
							SALESPERSON FLEET HOUSE	

PURCHASE PRICE AND OTHER SUMS DUE	
1. CASH PRICE OF VEHICLE	37028.00
2. ACCESSORIES/OPTIONS	
3.	N/A
4.	N/A
5.	N/A
6. TOTAL CASH PRICE (add lines 1-5)	37028.00
7. MFR. REBATE \$	N/A
8. PORTION/REBATE APPLIED TO PURCHASE	( N/A )
9. SUBTOTAL (lines 6 minus 8)	37028.00

THIS SECTION FOR SELLER'S USE ONLY PERTAINING TO TRADE-IN					
Title (if not, explain): _____					
REGISTRATION	POWER OF ATTORNEY	ODOMETER STATEMENT	TRADE-IN APPRAISAL	AUTHORIZATION FOR PAYOFF	MANUFACTURED OUT OF COUNTRY

TRADE-IN AND/OR OTHER CREDITS	
YEAR/MAKE	ODOMETER
SERIES	BODY TYPE
V.I.N.	
*BALANCE OWED ON TRADE-IN:	N/A
BALANCE OWED TO:	N/A
ADDRESS:	
PAYOFF VERIFIED BY:	GOOD UNTIL:
DATE OF VERIFICATION	ACC.#:

**NOTICE ONLY TO BUYERS OF USED VEHICLES**

The information you see on the window form [Buyer's Guide] for this vehicle is part of this contract. Information on the window form overrides any contrary provisions in the contract of sale.

I HAVE RECEIVED A COPY OF THE FTC BUYERS GUIDE.

X \_\_\_\_\_

**FINANCING DISCLOSURE**

INSTRUCTION: One of the two following disclosures, either "A" or "B", must be acknowledged, if Purchaser agrees to be responsible for financing, or if this is a cash-only or cash-plus-trade-in only transaction, the Purchaser must sign disclosure "A". If Seller agrees to arrange for financing, then both Seller and Purchaser must sign disclosure "B". BY SIGNING, PURCHASER AFFIRMS THAT HE/SHE HAS READ THE DISCLOSURE AND AGREES THERETO. IF SIGNING DISCLOSURE "B", DO NOT SIGN UNTIL ALL BLANKS HAVE BEEN FILLED IN. PURCHASER ACKNOWLEDGES THAT THE TERMS SET FORTH BELOW ("A") AND ("B") ARE MANDATED BY STATE LAW AND ARE NOT TO BE CONSTRUED AS CONTRACTUAL TERMS BETWEEN SELLER AND PURCHASER.

**PURCHASER AGREES TO ARRANGE FINANCING**

"(A)" THE PURCHASER OF THE MOTOR VEHICLE DESCRIBED IN THIS CONTRACT ACKNOWLEDGES THAT THE SELLER OF THE MOTOR VEHICLE HAS MADE NO PROMISES, WARRANTIES, OR REPRESENTATIONS REGARDING SELLER'S ABILITY TO OBTAIN FINANCING FOR THE PURCHASE OF THE MOTOR VEHICLE. FURTHERMORE, PURCHASER UNDERSTANDS THAT IF FINANCING IS NECESSARY IN ORDER FOR THE PURCHASER TO COMPLETE THE PAYMENT TERMS OF THIS CONTRACT ALL THE FINANCING ARRANGEMENTS ARE THE SOLE RESPONSIBILITY OF THE PURCHASER.

SIGNATURE OF PURCHASER \_\_\_\_\_

**SELLER AGREES TO SEEK ARRANGEMENTS FOR FINANCING**

"(B)" (1) THE PURCHASER OF THE MOTOR VEHICLE DESCRIBED IN THIS CONTRACT HAS EXECUTED THE CONTRACT IN RELIANCE UPON THE SELLER'S REPRESENTATION THAT SELLER CAN PROVIDE FINANCING ARRANGEMENTS FOR THE PURCHASE OF THE MOTOR VEHICLE. THE PRIMARY TERMS OF THE FINANCING ARE AS FOLLOWS:

INTEREST RATE BETWEEN 0 % AND 30 % PER ANNUM, TERM BETWEEN 1 MONTHS AND 84 MONTHS. MONTHLY PAYMENTS BETWEEN \$ 37028.00 PER MONTH AND \$ 37043.00 PER MONTH BASED ON A DOWN PAYMENT OF \$ N/A.

(2) (a) IF SELLER IS NOT ABLE TO ARRANGE FINANCING WITHIN THE TERMS DISCLOSED, THEN SELLER MUST, WITHIN SEVEN CALENDAR DAYS OF THE DATE OF SALE MAIL NOTICE TO THE PURCHASER THAT HE HAS NOT BEEN ABLE TO ARRANGE FINANCING.

(b) PURCHASER THEN HAS 14 DAYS FROM THE DATE OF SALE TO ELECT, IF PURCHASER CHOOSES, TO RESCIND THE CONTRACT OF SALE PURSUANT TO [UTAH CODE ANN.] SECTION 41-3-401.

(c) IN ORDER TO RESCIND THE CONTRACT OF SALE, THE PURCHASER SHALL:

(i) RETURN TO SELLER THE MOTOR VEHICLE HE PURCHASED;

(ii) PAY THE SELLER AN AMOUNT EQUAL TO THE CURRENT STANDARD MILEAGE RATE FOR THE COST OF OPERATING A MOTOR VEHICLE ESTABLISHED BY THE FEDERAL INTERNAL REVENUE SERVICE FOR EACH MILE THE MOTOR VEHICLE HAS BEEN DRIVEN; AND

(iii) COMPENSATE SELLER FOR ANY PHYSICAL DAMAGE TO THE MOTOR VEHICLE.

(3) IN RETURN, SELLER SHALL GIVE BACK TO THE PURCHASER ALL PAYMENTS OR OTHER CONSIDERATION PAID BY THE PURCHASER, INCLUDING ANY DOWN PAYMENT AND ANY MOTOR VEHICLE TRADED IN.

(4) IF THE TRADE-IN HAS BEEN SOLD OR OTHERWISE DISPOSED OF BEFORE THE PURCHASER RESCINDS THE TRANSACTION, THEN THE SELLER SHALL RETURN TO THE PURCHASER A SUM EQUIVALENT TO THE ALLOWANCE TOWARD THE PURCHASE PRICE GIVEN BY THE SELLER FOR THE TRADE-IN, AS NOTED IN THE DOCUMENT OF SALE.

(5) IF PURCHASER DOES NOT ELECT TO RESCIND THE CONTRACT OF SALE AS PROVIDED IN SUBSECTION (2)(b) OF THIS FORM:

(a) THE PURCHASER IS RESPONSIBLE FOR ADHERENCE TO THE TERMS AND CONDITIONS OF THE CONTRACT OR RISKS BEING FOUND IN DEFAULT OF THE TERMS AND CONDITIONS

(b) IF THE TERMS AND CONDITIONS OF THE DISCLOSURES SET FORTH IN SECTION (1) OF THIS FORM ARE NOT BINDING ON THE SELLER; AND

(c) IF FINANCING IS NECESSARY FOR THE PURCHASER TO COMPLETE THE PAYMENT TERMS OF THE CONTRACT OF SALE, THE PURCHASER IS SOLELY RESPONSIBLE FOR MAKING ALL THE FINANCING ARRANGEMENTS.

(6) SIGNING THIS DISCLOSURE DOES NOT PROHIBIT THE PURCHASER FROM SEEKING HIS OWN FINANCING.

SIGNATURE OF PURCHASER \_\_\_\_\_

SIGNATURE OF SELLER \_\_\_\_\_

\*WARRANTY AS TO BALANCE OWED ON TRADED-IN VEHICLE: Purchaser warrants that he/she has given Seller a true pay-off amount on any vehicle traded in, and that if it is not correct and is greater than the amount shown above, Purchaser will pay the excess to Seller on demand.

10. TRADE-IN ALLOWANCE	N/A
11. BALANCE OWED ON TRADE-IN*	N/A
12. NET ALLOWANCE ON TRADE-IN (line 10 minus line 11)	N/A
13. DEPOSIT/CASH DOWN PAYMENT (omit amt. line 8)	N/A
14. TOTAL CREDITS (total lines 12 & 13)	N/A
15. SUBTOTAL FROM LINE 9	37028.00
16. SERVICE CONTRACT	N/A
17. DEALER DOCUMENTARY SERVICE FEE	N/A
18.	N/A
19. SUBTOTAL-TAXABLE ITEMS (total lines 15-18)	37028.00
20. TRADE ALLOWANCE ** (line 10)	N/A ** If lease, no tax credit
21. NET TAXABLE AMOUNT (line 19 minus line 20)	\$ 37028.00
22. UTAH SALES/USE TAX ON "TAXABLE AMOUNT"	N/A
23. UTAH LICENSE AND REGISTRATION FEES	N/A
24. UTAH AGE BASED/PROPERTY ASSESSMENT FEES	N/A
25. UTAH INSPECTION/EMISSIONS TEST FEE	N/A
26. UTAH WASTE TIRE RECYCLING FEE	N/A
27.	N/A
28.	N/A
29. TOTAL OF ALL ITEMS ABOVE (lines 19, 22-28)	37028.00
30. TOTAL CREDITS (line 14)	( N/A )
31. BALANCE DUE (total line 29 minus 30)	37028.00

DAY 24 MONTH 04 YEAR 2023

OTHER TERMS AGREED TO: NONE  AS FOLLOWS

**THANK YOU FOR YOUR BUSINESS**

2. If the Purchaser does not pay the "BALANCE DUE" by the date indicated on the reverse side of this agreement, then the Seller may set off against its damages any cash deposit or down payment received from the Purchaser. In the event a used vehicle has been taken in trade, Purchaser authorizes Seller to sell the used vehicle, and Seller shall be entitled to reimburse itself out of the proceeds of such sale for its expenses and losses incurred or suffered as the result of Purchaser's failure to complete the purchase.
3. Seller shall not be liable for delays or damages caused by the manufacturer, accidents, sureties, fires, or other causes beyond the control of the Seller.
4. **NO WARRANTIES, EXPRESS OR IMPLIED, ARE MADE OR WILL BE DEEMED TO HAVE BEEN MADE BY EITHER SELLER OR THE MANUFACTURER OF THE NEW MOTOR VEHICLE OR MOTOR VEHICLE CHASSIS FURNISHED HEREUNDER, EXCEPTING ONLY THE CURRENT PRINTED WARRANTY APPLICABLE TO SUCH VEHICLE OR VEHICLE CHASSIS, WHICH WARRANTY IS INCORPORATED HEREIN AND MADE A PART HEREOF AND A COPY OF WHICH WILL BE DELIVERED TO PURCHASER AT THE TIME OF DELIVERY OF THE NEW MOTOR VEHICLE OR MOTOR VEHICLE CHASSIS, SUCH WARRANTY SHALL BE EXPRESSLY IN LIEU OF ANY OTHER WARRANTY, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND THE REMEDIES SET FORTH IN SUCH WARRANTY WILL BE THE ONLY REMEDIES AVAILABLE TO ANY PERSON WITH RESPECT TO SUCH NEW MOTOR VEHICLE OR MOTOR VEHICLE CHASSIS.**

**NO WARRANTIES, EXPRESS OR IMPLIED, ARE MADE BY SELLER WITH RESPECT TO USED MOTOR VEHICLES OR MOTOR VEHICLE CHASSIS FURNISHED HEREUNDER EXCEPT AS MAY BE EXPRESSED IN WRITING BY SELLER FOR SUCH USED MOTOR VEHICLE OR MOTOR VEHICLE CHASSIS, WHICH WARRANTY, IF SO EXPRESSED IN WRITING, IS INCORPORATED HEREIN AND MADE A PART HEREOF.**

5. In case the vehicle sold to Purchaser is a used or demonstrator vehicle, no warranty or representation is made by Seller as to the extent such vehicle has been used, regardless of the mileage shown on the odometer of said used vehicle.
6. In the event it becomes necessary for Seller to enforce any of the terms, conditions, or warranties in this agreement, Purchaser agrees to pay reasonable attorney's fees, court costs, and collection fees.
7. Purchaser may not transfer or assign his/her interest in this Agreement, unless Seller consents in writing.
8. **LIABILITY INSURANCE COVERAGE FOR BODILY INJURY AND DAMAGE CAUSED TO OTHERS IS NOT INCLUDED IN THIS AGREEMENT.**
9. **PURCHASER REPRESENTS** that he/she is 18 years of age or older.
10. Purchaser grants to Seller a security interest in the purchased vehicle and to any proceeds derived from the sale of the purchased vehicle to secure full payment of the purchase price. This security interest also covers all equipment, accessories, and parts that Purchaser adds to the vehicle. Purchaser also grants Seller a security interest in the proceeds of any physical damage insurance policy applicable to the purchased vehicle. Purchaser also grants the Seller a security interest in the vehicle purchased by the Purchaser as described on the reverse side hereof, for the purpose of securing Seller against losses proximately caused by Purchaser's breach of any terms, conditions, representations, or warranties set forth in this Motor Vehicle Contract of Sale.
11. If the vehicle bought by Purchaser is a used vehicle, the information you see on the window form [Buyer's Guide] for this vehicle is part of this contract. Information on the window form overrides any contrary provisions in this contract of sale.
12. **IN THE CASE OF ANY VEHICLE TRADED IN AS PART OF THE CONSIDERATION TOWARD A PURCHASE, PURCHASER REPRESENTS AND WARRANTS:**
  - (a) **THAT, UNLESS OTHERWISE DISCLOSED ON THE REVERSE SIDE HEREOF, POLLUTION CONTROL EQUIPMENT, AIR BAGS AND ALL SAFETY RELATED EQUIPMENT INSTALLED BY THE MANUFACTURER HAS NOT BEEN REMOVED OR RENDERED INOPERATIVE;**
  - (b) **THAT THE YEAR OF MANUFACTURE AND THE BALANCE OWED ON THE TRADED-IN VEHICLE ARE AS STATED ON THE REVERSE SIDE HEREOF;**
  - (c) **THAT, UNLESS OTHERWISE DISCLOSED ON THE REVERSE SIDE HEREOF, THE ODOMETER READING ACCURATELY STATES ACTUAL MILES THE TRADED-IN VEHICLE HAS BEEN DRIVEN;**
  - (d) **THAT PURCHASER HAS AND WILL PROVIDE TO SELLER GOOD TITLE TO THE TRADED-IN VEHICLE, AND THAT TRANSFER OF THE TRADED-IN VEHICLE TO SELLER AS A TRADE-IN ON THE PURCHASE OF ANOTHER VEHICLE IS RIGHTFUL; AND**
  - (e) **THAT THE TRADED-IN VEHICLE HAS NEVER HAD ITS TITLE OR REGISTRATION BRANDED AS "SALVAGED", "RESTORED", "REPAIRED", OR SIMILAR TERM, PURSUANT TO UTAH CODE ANN. §§41-1a-1004 AND 41-1a-1005 OR STATUTE(S) OF ANOTHER STATE SUBSTANTIALLY SIMILAR IN CONTENT. IF PURCHASER BREACHES THIS REPRESENTATION AND WARRANTY THEN PURCHASER AGREES TO BE LIABLE FOR AND PAY THE SELLER THE DIFFERENCE BETWEEN THE TRADE-IN ALLOWANCE AS STATED ON THE REVERSE SIDE AND THE REDUCED VALUE ATTRIBUTABLE TO MISREPRESENTATION REGARDING THE TITLE OR REGISTRATION.**
  - (f) **THAT THE VEHICLE WAS NOT KNOWINGLY INITIALLY DELIVERED FOR DISPOSITION OR SALE IN A COUNTRY OTHER THAN THE UNITED STATES OF AMERICA.**
13. Any written notice required to be given Purchaser if mailed by ordinary mail, postage prepaid, to Purchaser's mailing address as stated on the reverse side hereof shall be deemed reasonable and effective notification.
14. The rate of interest as set forth in the Financing Disclosure section (B) of the reverse side may involve a variable rate, if therein noted. Purchaser will rely on any credit agreement representing financing to provide the credit disclosures required by law, includ-

# 2022 DODGE DURANGO PURSUIT AWD

THIS VEHICLE IS MANUFACTURED TO MEET SPECIFIC UNITED STATES REQUIREMENTS. THIS VEHICLE IS NOT MANUFACTURED FOR SALE OR REGISTRATION OUTSIDE OF THE UNITED STATES.

MANUFACTURER'S SUGGESTED RETAIL PRICE OF THIS MODEL INCLUDING DEALER PREPARATION

**Base Price: \$37,095**

**DODGE DURANGO PURSUIT VEHICLE AWD**  
**Exterior Color:** White Knuckle Clear-Coat Exterior Paint  
**Interior Color:** Black Interior Color  
**Interior:** Cloth Bucket Seats with Shift Insert  
**Engine:** 3.6L V6 24V VVT Pentastar Engine  
**Transmission:** 8-Speed Automatic 850RE Transmission  
**STANDARD EQUIPMENT** (UNLESS REPLACED BY OPTIONAL EQUIPMENT)  
**FUNCTIONAL/SAFETY FEATURES**

- Durango Pursuit Vehicle
- I / P Mounted Electronic Shifter
- Upfitter Electronic Module (VSIM)
- Police ABS 4-Wheel Heavy-Duty Disc Brakes
- Police Tuned Suspension
- Engine Hour Meter
- Equipment Mounting Bracket
- Secure Park Package
- Mini Console Police
- Black Vinyl Floor Covering
- Additional Key Fobs
- 130-MPH Maximum Speed Calibration
- Auxiliary Switches
- Advanced Multistage Front Air Bags
- Supplemental Side Curtain All Rows Air Bags
- Supplemental Front Seat-Mounted Side Air Bags
- ParkView® Rear Back-Up Camera
- ParkSense® Rear Park-Assist with Stop
- Blind-Spot and Cross-Path Detection
- Class IV Receiver-Hitch
- 4-Wheel Traction Control
- Enhanced Accident-Response System
- Electronic Stability Control
- Hill-Start Assist
- 24.6-Gallon Fuel Tank
- Remote Keyless-Entry
- Push-Button Start
- 220-Amp Alternator
- Spot Lamp Wiring Prep
- INTERIOR FEATURES**
- Uconnect® 4 with 8.4-Inch Touch Screen Display
- Apple CarPlay®
- Google Android Auto™
- SiriusXM® with 6-Month Radio Sub Call 800-643-2112
- Integrated Voice Command with Bluetooth®
- Steering-Wheel-Mounted Audio Controls
- Air Conditioning with 3-Zone Automatic Temp Control
- Speed Control
- Tilt / Telescope Steering-Column

- Tire Pressure Monitoring Display
- EXTERIOR FEATURES**
- 18-Inch x 8.0-Inch Black Steel Wheels
- Bright Hub Caps
- 255/60R18 BSW On/Off Road Tires
- Firestone Brand Tires
- Full-Size Spare Tire With Matching Wheel
- Push-Push Fuel Filler Door
- Heated Mirrors with Fold-Away
- Rear Window Wiper / Washer

- OPTIONAL EQUIPMENT** (May Replace Standard Equipment)
- Customer Preferred Package 2BZ**
- Skid-Plate Group \$295
- Fuel Tank Skid-Plate Shield
- Transfer Case Skid-Plate Shield
- Front Suspension Skid-Plate
- Underbody Skid-Plate
- Floor Carpet \$125
- Luxury Front and Rear Floor Mats
- 18-Inch x 8.0-Inch Painted Aluminum Wheels \$349

**Destination Charge \$1,595**

**TOTAL PRICE: \* \$39,459**

**WARRANTY COVERAGE**  
 5-year or 60,000-mile Powertrain Limited Warranty.  
 3-year or 36,000-mile Basic Limited Warranty.  
 Ask Dealer for a copy of the limited warranties or see your owner's manual for details.

**5 YEAR / 60,000 MILE  
 POWERTRAIN WARRANTY**

Assembly Point/Port of Entry: DETROIT, MICHIGAN, U.S.A. S.L. SHIP TO: SOLD TO:  
 VIN: 1C4-RDJFG5NC-185061 L4-VON: 7585 0227-0



THIS LABEL IS ADDED TO THIS VEHICLE TO COMPLY WITH FEDERAL LAW. THE LABEL CANNOT BE REMOVED OR ALTERED PRIOR TO DELIVERY TO THE ULTIMATE PURCHASER.

\* STATE AND/OR LOCAL TAXES IF ANY, LICENSE AND TITLE FEES AND DEALER SUPPLIED AND INSTALLED OPTIONS AND ACCESSORIES ARE NOT INCLUDED IN THIS PRICE. DISCOUNT, IF ANY, IS BASED ON PRICE OF OPTIONS IF PURCHASED SEPARATELY.

For more information visit: [www.dodge.com](http://www.dodge.com)  
 or call 1-800-4ADODGE

FCA US LLC



## Fuel Economy and Environment



Gasoline Vehicle

**Fuel Economy** These estimates reflect new EPA methods beginning with 2017 models.

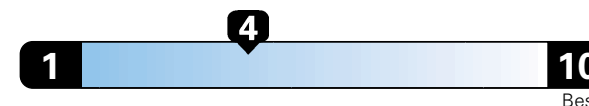
**21 MPG** combined city/hwy  
 18 city 25 highway  
 4.8 gallons per 100 miles

Standard SUV 4WD range from 14 to 105 MPGe. The best vehicle rates 142 MPGe.

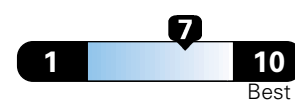
**You spend \$2,000 in fuel costs over 5 years** compared to the average new vehicle.

**Annual fuel cost \$1,700**

**Fuel Economy & Greenhouse Gas Rating** (tailpipe only)



**Smog Rating** (tailpipe only)



This vehicle emits 427 grams CO2 per mile. The best emits 0 grams per mile (tailpipe only). Producing and distributing fuel also creates emissions; learn more at [fuel economy.gov](http://fuel economy.gov).

Actual results will vary for many reasons, including driving conditions and how you drive and maintain your vehicle. The average new vehicle gets 27 MPG and cost \$6,500 to fuel over 5 years. Cost estimates are based on 15,000 miles per year at \$2.35 per gallon. MPGe is miles per gasoline gallon equivalent. Vehicle emissions are a significant cause of climate change and smog.

**fuel economy.gov**

Calculate personalized estimates and compare vehicles



## GOVERNMENT 5-STAR SAFETY RATINGS

This vehicle has not been rated by the government for overall vehicle score, frontal crash, side crash, or rollover risk.

Source: National Highway Traffic Safety Administration (NHTSA)  
[www.safercar.gov](http://www.safercar.gov) or 1-888-327-4236

## PARTS CONTENT INFORMATION

**FOR VEHICLES IN THIS CARLINE:**  
 U.S./CANADIAN PARTS CONTENT: 71%  
 MAJOR SOURCES OF FOREIGN PARTS CONTENT:

MEXICO : 19%  
 NOTE: PARTS CONTENT DOES NOT INCLUDE FINAL ASSEMBLY, DISTRIBUTION, OR OTHER NON-PARTS COSTS.

**FOR THIS VEHICLE:**  
 FINAL ASSEMBLY POINT:  
 DETROIT, MICHIGAN, U.S.A.  
 COUNTRY OF ORIGIN:  
 ENGINE: UNITED STATES  
 TRANSMISSION: UNITED STATES



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# 2022 DODGE DURANGO PURSUIT AWD

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MANUFACTURER'S SUGGESTED RETAIL PRICE OF THIS MODEL INCLUDING DEALER PREPARATION

**Base Price: \$37,095**

**DODGE DURANGO PURSUIT VEHICLE AWD**  
**Exterior Color:** White Knuckle Clear-Coat Exterior Paint  
**Interior Color:** Black Interior Color  
**Interior:** Cloth Front Bucket Seats with Vinyl Rear Seat  
**Engine:** 3.6L V6 24V VVT Pentastar Engine with Stop/Start  
**Transmission:** 8-Speed Automatic 850RE Transmission

**STANDARD EQUIPMENT** (UNLESS REPLACED BY OPTIONAL EQUIPMENT)  
 FUNCTIONAL/SAFETY FEATURES

- Durango Pursuit Vehicle
- Instrument Panel Mounted Electronic Shifter
- Upfitter Electronic Module (VSIM)
- Police ABS 4-Wheel Heavy-Duty Disc Brakes
- Police-Tuned Suspension
- Engine Hour Meter
- Equipment Mounting Bracket
- Secure Park Package
- Police Mini-Console
- Black Vinyl Floor Covering
- Additional Key Fobs
- 130-MPH Maximum Speed Calibration
- Auxiliary Switches
- Advanced Multistage Front Air Bags
- Supplemental Side Curtain All Rows Air Bags
- Supplemental Front Seat-Mounted Side Air Bags
- ParkView® Rear Back-Up Camera
- ParkSense® Rear Park-Assist with Stop
- Blind-Spot and Cross-Path Detection
- 4-Wheel Traction Control
- Enhanced Accident-Response System
- Class IV Receiver-Hitch
- Electronic Stability Control
- Hill-Start Assist
- 24.6-Gallon Fuel Tank
- Remote Keyless-Entry
- Push-Button Start
- 220-Amp Alternator
- Spot Lamp Wiring Prep
- INTERIOR FEATURES**
- Uconnect® 4 with 8.4-Inch Touch Screen Display
- Apple CarPlay®
- Google Android Auto™
- SiriusXM® with 6-Month Radio Sub Call 800-643-2112
- Integrated Voice Command
- Steering-Wheel-Mounted Audio Controls
- Air Conditioning with 3-Zone Automatic Temp Control
- Speed Control
- Tilt / Telescope Steering-Column

**EXTERIOR FEATURES**

- Tire Pressure Monitoring Display
- 18-Inch x 8.0-Inch Black Steel Wheels
- Bright Hub Caps
- 255/60R18 BSW On/Off Road Tires
- Firestone Brand Tires
- Full-Size Spare Tire with Matching Wheel
- Push-Push Fuel-Filler Door
- Heated Mirrors with Fold-Away
- Rear Window Wiper / Washer

**OPTIONAL EQUIPMENT** (May Replace Standard Equipment)

- Cloth Front Bucket Seats with Vinyl Rear Seat \$120
- Vinyl 2nd Row Seat
- Customer Preferred Package 2BZ**
- Skid-Plate Group \$295
- Fuel Tank Skid-Plate Shield
- Transfer Case Skid-Plate Shield
- Front Suspension Skid-Plate
- Underbody Skid-Plate
- Deactivate Rear Doors / Windows \$75

**Destination Charge \$1,595**

**TOTAL PRICE: \* \$39,180**

**WARRANTY COVERAGE**  
 5-year or 60,000-mile Powertrain Limited Warranty.  
 3-year or 36,000-mile Basic Limited Warranty.  
 Ask Dealer for a copy of the limited warranties or see your owner's manual for details.

**5 YEAR / 60,000 MILE  
 POWERTRAIN WARRANTY**

Assembly Point/Port of Entry: DETROIT, MICHIGAN, U.S.A. S.L. SHIP TO: SOLD TO:  
 VIN: 1C4-RDJFG2NC-132558 L4-VON: 7802 0705-3



THIS LABEL IS ADDED TO THIS VEHICLE TO COMPLY WITH FEDERAL LAW. THE LABEL CANNOT BE REMOVED OR ALTERED PRIOR TO DELIVERY TO THE ULTIMATE PURCHASER.

\* STATE AND/OR LOCAL TAXES IF ANY, LICENSE AND TITLE FEES AND DEALER SUPPLIED AND INSTALLED OPTIONS AND ACCESSORIES ARE NOT INCLUDED IN THIS PRICE. DISCOUNT, IF ANY, IS BASED ON PRICE OF OPTIONS IF PURCHASED SEPARATELY.

For more information visit: [www.dodge.com](http://www.dodge.com)  
 or call 1-800-4ADODGE

FCA US LLC



## Fuel Economy and Environment



Gasoline Vehicle



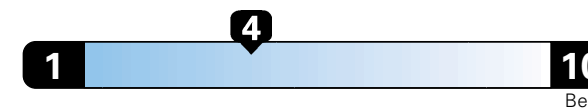
**Fuel Economy** These estimates reflect new EPA methods beginning with 2017 models.  
**21 MPG**  
 combined city/hwy  
**4.8** gallons per 100 miles  
 18 city 25 highway

Standard SUV 4WD range from 14 to 105 MPGe. The best vehicle rates 142 MPGe.

**You spend \$2,000**  
 in fuel costs over 5 years compared to the average new vehicle.

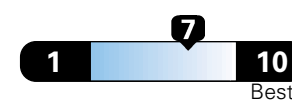
**Annual fuel cost \$1,700**

**Fuel Economy & Greenhouse Gas Rating** (tailpipe only)



This vehicle emits 427 grams CO2 per mile. The best emits 0 grams per mile (tailpipe only). Producing and distributing fuel also creates emissions; learn more at [fuelconomy.gov](http://fuelconomy.gov).

**Smog Rating** (tailpipe only)



Actual results will vary for many reasons, including driving conditions and how you drive and maintain your vehicle. The average new vehicle gets 27 MPG and cost \$6,500 to fuel over 5 years. Cost estimates are based on 15,000 miles per year at \$2.35 per gallon. MPGe is miles per gasoline gallon equivalent. Vehicle emissions are a significant cause of climate change and smog.

**fuelconomy.gov**

Calculate personalized estimates and compare vehicles



### GOVERNMENT 5-STAR SAFETY RATINGS

This vehicle has not been rated by the government for overall vehicle score, frontal crash, side crash, or rollover risk.

Source: National Highway Traffic Safety Administration (NHTSA)  
[www.safercar.gov](http://www.safercar.gov) or 1-888-327-4236

### PARTS CONTENT INFORMATION

**FOR VEHICLES IN THIS CARLINE:**  
 U.S./CANADIAN PARTS CONTENT: 71%  
 MAJOR SOURCES OF FOREIGN PARTS CONTENT:

MEXICO : 19%  
 NOTE: PARTS CONTENT DOES NOT INCLUDE FINAL ASSEMBLY, DISTRIBUTION, OR OTHER NON-PARTS COSTS.

**FOR THIS VEHICLE:**  
 FINAL ASSEMBLY POINT:  
 DETROIT, MICHIGAN, U.S.A.  
 COUNTRY OF ORIGIN:  
 ENGINE: UNITED STATES  
 TRANSMISSION: UNITED STATES



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**Quote**

Quote # -10  
 Date: 4/14/2023  
 Expiration Date: 7/13/2023

To: Blaine County Sheriff  
 Bryan Carpita

Day Wireless Contact	Project Name	Payment Terms
John Trantham	2023 Durango	Net 30

**Parts & Materials**

QTY	Description	Price	Extended Price
1	Legacy DUO-DUO WCX CORE Bundle	\$3,168.75	\$3,168.75
1	Legacy, WCX Series DUO LED lightbar, 48"	\$0.00	\$0.00
1	mounting kit for 2023 Durango	\$0.00	\$0.00
1	CenCom CORE™ with CANport™ ODB II interface	\$0.00	\$0.00
1	Rotary Knob w/Slide Switch	\$0.00	\$0.00
1	OBDII installation kit for 2023 Durango	\$0.00	\$0.00
4	ION Duo Red/Blu 2 Front Grille 2 Side Windows	\$117.75	\$471.00
4	Mounting Bracket for ION Lights	\$10.50	\$42.00
4	ION T Series Super LED Red/Blue for Rear Gate	\$85.00	\$340.00
2	Whelen Vertex Super LED Hideaway- BLUE Mounted in Reverse Lights	\$66.25	\$132.50
2	Mirror Warning/Puddle Light Red/Blue	\$183.75	\$367.50
2	Under Mirror Mount Dodge Durango	\$19.50	\$39.00
1	SA315 Series Siren Speaker	\$163.75	\$163.75
1	Siren Speaker Mounting Kit Dodge Durango	\$30.75	\$30.75
1	Solid State Tail Light Flasher	\$40.50	\$40.50
1	2023 Dodge Durango Vehicle Specific 23" Console	\$420.00	\$420.00
1	Internal Pole Mount for 2021-2022 Dodge Durango Console	\$29.83	\$29.83
1	8.5" Heavy-Duty Telescoping Pole, Side Mount	\$101.35	\$101.35
1	2" Equipment Bracket (1 piece) Fits Watchguard 4RE DVR	\$23.75	\$23.75
1	Mounting Bracket Motorola XTL2500	\$26.49	\$26.49
1	Mounting Bracket Whelen Controller	\$26.49	\$26.49
1	4" Plate with Dual Cupholders	\$34.06	\$34.06
1	Molded Armrest with Adjustable Height. 5.25' Wide	\$107.91	\$107.91
1	5" Filler Plate	\$0.00	\$0.00
1	3" Filler Plate	\$0.00	\$0.00
1	2" Filler Plate	\$0.00	\$0.00
1	11" Slide Out Locking Swing Arm with Low Profile Motion Device Adapter	\$261.80	\$261.80
2	Magnetic Mic Clip with Side Mount Bracket	\$51.40	\$102.80
1	1/4 Partition w/Polycarbonate Coating for Sentina Stock Seat	\$944.21	\$944.21
1	Rear Cargo Partition Poly	\$463.84	\$463.84
1	SINGLE BLAC-RAC No Timer Needed	\$581.96	\$581.96
1	Forward Facing Firearm Mount	\$69.13	\$69.13
1	Low Profile Antenna	\$29.38	\$29.38
1	17' Antenna Cabel w/NMO Mount	\$31.25	\$31.25
1	CPU w/smart timer, 20 ft output	\$611.11	\$611.11
1	Customer Supplied Radio	\$0.00	\$0.00
1	Customer Supplied Radar	\$0.00	\$0.00
1	Misc. Hardware Wiring/Connectors, etc.	\$100.00	\$100.00
		<b>Equipment Total:</b>	<b>\$8,761.11</b>

Labor	
Description of Work	Total
UPFIT LABOR FOR 2023 DURANGO	\$3,400.00
<b>Labor Total:</b>	<b>\$3,400.00</b>

Other Expenses	
Description	Total
EQUIPMENT SHIPPING	\$400.00
<b>Other Total:</b>	<b>\$400.00</b>

**Grand Total: \$12,561.11**

**Notes**

Quotation for goods and services named.

To Accept this quotation, sign here and return:

Date:

**Thank you for your Business**



**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: 23093**

<b>To:</b> 5901 YOUNG AUTOMOTIVE GROUP 259 OVERLAND AVE BURLEY ID 83318	<b>Ship to:</b> CITY OF KETCHUM PO BOX 2315 KETCHUM ID 83340
---	---

P. O. Date	Created By	Requested By	Department	Req Number	Terms
04/25/2023	bancona	bancona	Police	0	

Quantity	Description	Unit Price	Total
1.00	DODGE DURAGNO 2022 12S1734 03-4210-7100	37,028.00	37,028.00
1.00	DODGE DURAGNO 2022 12S2272 03-4210-7100	37,028.00	37,028.00
SHIPPING & HANDLING			0.00
TOTAL PO AMOUNT			74,056.00

\_\_\_\_\_  
 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: 23094**

<b>To:</b> 5548 DAY WIRELESS SYSTEMS PO BOX 22289 MILWAUKIE OR 97269-2289	<b>Ship to:</b> CITY OF KETCHUM PO BOX 2315 KETCHUM ID 83340
---	---

P. O. Date	Created By	Requested By	Department	Req Number	Terms
04/25/2023	bancona	bancona	Police	0	

Quantity	Description	Unit Price	Total
1.00	UPLIFT LABOR & EQUIPMENT 03-4210-7100	12,561.11	12,561.11
	SHIPPING & HANDLING		0.00
	TOTAL PO AMOUNT		12,561.11

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





City of Ketchum

CITY COUNCIL MEETING AGENDA MEMO

Meeting Date: May 1, 2023 Staff Member/Dept: Carissa Connelly / Housing Department

Agenda Item: Eligibility Policy for Bluebird Village

Recommended Motion:

“I move to adopt public service preference for Bluebird Village”
“I move to adjust retirement definition for Bluebird Village”

Reasons for Recommendation:

- Adjusts Blaine County Housing Authority criteria based on critical staffing needs
• Requires households to be economically active, with exceptions for long-time community members who are no longer economically active due to age or cannot be due to disability

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

Goal 1: Produce + Preserve Housing
Action 1: Continue to support Bluebird Village development.
When City Council approved the ground lease for Bluebird Village, the public requested a local preference policy. During the April 3 meeting, Council requested to revisit a Ketchum preference policy later when more data is available – citing concerns for potential Fair Housing violations and staff capacity to monitor compliance. Given feedback received in the interim and after revisiting feedback during the development of the Housing Action Plan, staff proposes the following adjustments to BCHA’s policies for Bluebird Village.
Public Service Preference
Public service providers, such as Blaine County School District and local governments, are struggling to maintain staff due to housing instability and availability. Other organizations also employ or have volunteer critical service providers, such as snowplow drivers, volunteer firefighters, and emergency room staff. Given the need for such services, staff recommend applying a public service preference such as the following:
At least one non-dependent member of the Applicant Household must meet one of the following criteria to be prioritized for public service:
• At least one non-dependent member of the Applicant Household must be employed by a public entity in Blaine County for a minimum of 1,000 hours worked per calendar year (or a minimum of 20 hours per week).

- *Are a critical service provider who are on-call 24 hours a day for public safety emergencies in a Housing Department approved, community-based organization.*

**Retirement Definition**

Ketchum’s Comprehensive Plan acknowledges that housing addressing an aging population is one of the primary challenges we face. Policy H-3.2 specifically calls for housing for special needs populations, including housing for elderly, and that it “should be close to shopping, medical services, entertainment and public transportation.” Community outreach during the development of Ketchum’s Housing Action Plan identified a clear need for affordable housing for elderly workers nearing the age where working is no longer viable.

Outreach also identified a public concern that affordable housing would be filled with retirees and/or that people would move to the area to retire in affordable housing. To address the latter concern, staff recommend adjusting BCHA’s definition of a retired person, to a person who,

1. *was a Full-Time Employee in Blaine County, Idaho, for not less than ten (10) out of the ~~twenty-five (25)~~ **fifteen (15)** years prior to the date of qualification; and*
2. ***lived continuously in Blaine County following their retirement; and***
3. *was a Full-Time Employee in Blaine County for an entity that served Blaine County immediately prior to their retirement; and*
4. *Is 65 years of age or older.*

The timeframe of ten out of fifteen years would mean that someone who qualified as a Full-Time Employee in Blaine County for ten years and was retired for five before applying would qualify. It also means that someone who did not live or work in the area for a period of five years in the last fifteen would qualify, if they met the definition of Full-Time Employee in Blaine County for ten years.

**Sustainability Impact:**

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

**Financial Impact:**

None

**Attachments:**

- 1.
- 2.
- 3.