



CITY OF KETCHUM, IDAHO

CITY COUNCIL MEETING

Monday, February 06, 2023, 4:00 PM
191 5th Street West, Ketchum, Idaho 83340

AMENDED AGENDA

PUBLIC PARTICIPATION INFORMATION

Public information on this meeting is posted outside City Hall.

We welcome you to watch Council Meetings via live stream.

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

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

1. Join us via Zoom (*please mute your device until called upon*).
Join the Webinar: <https://ketchumidaho-org.zoom.us/j/83320205221>
Webinar ID: 833 2020 5221
2. Address the Council in person at City Hall.
3. Submit your comments in writing at participate@ketchumidaho.org (*by noon the day of the meeting*).

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

CALL TO ORDER: By Mayor Neil Bradshaw

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

COMMUNICATIONS FROM MAYOR AND COUNCILORS:

1. Public comments submitted

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.

2. Recommendation to approve minutes of January 17, 2023 – City Clerk Trent Donat
3. Authorization and approval of the payroll register – Treasurer Shellie Gallagher
4. Authorization and approval of the disbursement of funds from the City's treasury for the payment of bills – Treasurer Shellie Gallagher
5. Recommendation to approve Memorandums of Understanding with Idaho Resort Cities – City Administrator Jade Riley

- [6.](#) Recommendation to approve Memorandum of Understanding with Wood River Farmers Market Association – Public Affairs & Administrative Services Manager Lisa Enourato
- [7.](#) Recommendation to approve Task Order No. 15 (Purchase Order 23056) with HDR Engineering to produce a preliminary engineering report for upgrading the biosolids handling facilities at the City of Ketchum and Sun Valley Water & Sewer District Wastewater Treatment Plant – Wastewater Division Supervisor Mick Mummert
- [8.](#) Presentation of Ketchum Arts Commission selection of Crosswalk Art – Events Manager & Administrative Liaison Eryn Alvey
- [9.](#) Recommendation to approve Deed Restricted Rental Agreement – Housing Director Carissa Connelly
- [10.](#) Recommendation to approve adoption of Blaine County Housing Authority’s Community Housing Guidelines – Housing Director Carissa Connelly
- [11.](#) Recommendation to approve Purchase Order #23055 for agreement with Locality Media – Fire Chief Bill McLaughlin
- [12.](#) Recommendation to defease 2014 wastewater bonds – City Administrator Jade Riley

PUBLIC HEARING:

- [13.](#) Atkinson Park Public Tennis/Pickleball Courts – Discussion of shared use for tennis and pickleball – Mayor Neil Bradshaw
- [14.](#) Recommendation to hold second reading of Ordinance #1244 amending Ordinance #1166, which provides for a Local Option Tax (LOT) May election – City Administrator Jade Riley

NEW BUSINESS:

15. Housing Update – Housing Director Carissa Connelly
16. Postal Service Discussion – Mayor Neil Bradshaw

EXECUTIVE SESSION:

- [17.](#) Pursuant to Idaho Code 74-206(1)(f) to communicate with legal counsel for the public agency to discuss the legal ramifications of and legal options for pending litigation, or controversies not yet being litigated but imminently likely to be litigated.

ADJOURNMENT:

Aly Swindley

From: R Victor Bernstein <bernsteinrv@gmail.com>
Sent: Monday, January 23, 2023 2:35 PM
To: Participate
Subject: Affordable housing

Categories: Blue Category

What intelligent design runs into--wherever the wealthiest live: https://www.thedailybeast.com/nantucket-roiled-by-surfside-crossing-affordable-housing-plan?campaign_id=4&emc=edit_dk_20230123&instance_id=83432&nl=dealbook®i_id=90080527&segment_id=123270&te=1&user_id=05304ab80cc29f677714e4b91696866d

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R. Victor Bernstein. This is the private information of the sender. If you are not the intended recipient of this message, please delete it immediately.

Aly Swindley

From: Courtney Hamilton
Sent: Monday, January 23, 2023 11:46 AM
To: Participate
Subject: FW: Watch "Watch Pfizer CEO's Face When Asked the One Question He Fears | DM CLIPS | Rubin Report" on YouTube

Categories: Blue Category

COURTNEY HAMILTON | CITY OF KETCHUM

City Council Member

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

mobile: 208.481.1211

chamilton@ketchumidaho.org | www.ketchumidaho.org

From: chris campbell <1luckybulldog@gmail.com>

Sent: Thursday, January 19, 2023 1:17 PM

To: amberlarna@blaineschools.org; amccleary@co.blaine.id.us; Amanda Breen <ABreen@ketchumidaho.org>; blancaromero@blaineschools.org; bdufur@sunvalleyidaho.gov; clerk@blaineschools.org; Courtney Hamilton <CHamilton@ketchumidaho.org>; dfosbury@co.blaine.id.us; jconard@svidaho.org; Jim Slanetz <jslanetz@ketchumidaho.org>; larastone@blaineschools.org; martha.burke@haileycityhall.org; Neil Bradshaw <NBradshaw@ketchumidaho.org>; NBurns@house.idaho.gov; phendricks@sunvalleyidaho.gov

Subject: Watch "Watch Pfizer CEO's Face When Asked the One Question He Fears | DM CLIPS | Rubin Report" on YouTube

<https://youtu.be/fEXsCFZSDGI>

Aly Swindley

From: Courtney Hamilton
Sent: Monday, January 23, 2023 11:46 AM
To: Participate
Subject: FW: Watch "The TRUTH about the Gates Family" on YouTube

Categories: Blue Category

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mobile: 208.481.1211

chamilton@ketchumidaho.org | www.ketchumidaho.org

From: chris campbell <1luckybulldog@gmail.com>
Sent: Saturday, January 21, 2023 3:55 PM
To: amberlarna@blaineschools.org; amccleary@co.blaine.id.us; Jim Slanetz <jslanetz@ketchumidaho.org>; martha.burke@haileycityhall.org; Courtney Hamilton <CHamilton@ketchumidaho.org>; larastone@blaineschools.org; phendricks@sunvalleyidaho.gov; blancaromero@blaineschools.org; Neil Bradshaw <NBradshaw@ketchumidaho.org>
Subject: Watch "The TRUTH about the Gates Family" on YouTube

<https://youtu.be/c8Q7mdbuu5Y>

Aly Swindley

From: City of Ketchum Idaho <participate@ketchumidaho.org>
Sent: Sunday, January 22, 2023 12:43 PM
To: Participate
Subject: Form submission from: Contact Us

Categories: Blue Category

Submitted on Sunday, January 22, 2023 - 12:43pm

Submitted by anonymous user: 24.17.182.252

Submitted values are:

First Name Mark

Last Name Mennella

Email mark.mennella@comcast.net

Question/Comment

We live at 326 Shady Lane and just received a post card regarding Warm Springs Preserve and are extremely concerned regarding a potential Enhanced Entry to the park thru Norwegian Woods. We live on Shady Lane and prior to Norwegian fencing off entrance to the park we had very large group of people parking at the end of Shady Lane to access the park. This is a huge fire department issue as a fire truck can barely get down our road and cars parking toward the end of the road make it very difficult for neighbors to even get out of our driveways and caused issues for garbage trucks. We are definitely opposed to any access to the park begin identified at the west end or Middle Terrace and parking by Norwegian Woods which will end up with cars parking on Shady Lane which can not accommodate park use. We will not be able to attend the Wednesday February 1 meeting and wonder if you can make the meeting available to the public through a zoom?

The results of this submission may be viewed at:

<https://www.ketchumidaho.org/node/7/submission/11095>

Aly Swindley

From: Karl Hutter <knhhutter@gmail.com>
Sent: Sunday, January 22, 2023 11:34 AM
To: Participate
Subject: April Norton visiting from Jackson—Beware

Categories: Blue Category

Hello Neil:

I'm a resident of Sun Valley and wanted to share comments by two long-time locals in Jackson about April Norton. As you know, Ketchum has invited April to speak this week on how Jackson is approaching affordable housing.

I've directly cut & pasted comments on April. Locals in Jackson are not a fan of hers. Did anyone check on what she is doing in Jackson?

Here is the quote this morning from people in the know in Jackson—they care deeply about their community.

“ She's (April Norton) been instrumental in stopping affordable housing that doesn't fit into her “in-fill” strategy

There's the Gill family ranch in So Jackson where the Gills have basically offered to give 35 acres for affordable townhomes in return for approvals on a larger subdivision, she has worked behind the scenes to stop it

She has helped to massage developments that have a combination of “affordable” units and market priced units to get more sq footage than zoning allows and she's playing both sides (and getting compensation from both sides)

She has supported policy that compels homeowners of deed restricted homes to seek “approval” from city government when the owner wants to go on extended vacations and the home is going to be empty.

She's a bad actor, a communist and a liar.”

This is not a ringing endorsement. I'd hope you check your sources in Jackson.

Best regards,

Karl Hutter

Karl Hutter
m. 650-302-7595

Aly Swindley

From: James Hungelmann <jim.hungelmann@gmail.com>
Sent: Wednesday, January 18, 2023 1:29 PM
To: Chris Johnson
Cc: Allison Goodwin; Neil Bradshaw; Jim Slanetz; Michael David; Amanda Breen; Courtney Hamilton; Participate; Suzanne Frick; Jade Riley; Matthew A. Johnson; martha.burke@haileycityhall.org; kaz.thea@haileycityhall.org; heidi.husbands@haileycityhall.org; Sam Linnet; Juan Martinez; phendricks@sunvalleyidaho.gov; Michelle Griffith; Keith Saks; Jane Conard; Brad Dufur; Kathryn Goldman; Doug Brown; Shaun Mahoney; Robin Leahy; jcarreiro@bellevueidaho.us; Allington Law; mdavis@co.blaine.id.us; Angenie McCleary; Dick Fosbury; mpomeroy@co.blaine.id.us; Governor@gov.idaho.gov; Heather Scott
Subject: Re: Fwd: Ketchum City Council Meeting of January 17, 2023 GENERAL PUBLIC COMMENT Re: Health and Safety concern about Contaminants in Cloud Seeding
Categories: Blue Category

Yes, thank you Chris, the mainstream depiction: Ground base generators, silver iodide, always “safe and effective”, a solid 12%, no toxicity no downsides, etc.

Independent evidence-based forensic professionals and observers are insisting on The Rest of the Story. In this shameful era of covidScam, with so many people going down hard all around, after years of “safe and effective” choke out and poison every breath masking and Just Saying Yes to “safe and effective” State Injections, it is time to test.

Recall Benny Franklin – “the first responsibility of every citizen is to question authority.” Hence, time to test, accepting the storyline as ‘The whole truth and nothing but’ is no longer an option.

Thank you for your open mindedness and willingness to support legitimate public scrutiny.

Jim

El miércoles, 18 de enero de 2023, Chris Johnson <cjohnson@bellevueidaho.us> escribió:

Here is some actual information with a FAQ section and links to outside resources.

<https://www.idahopower.com/energy-environment/energy/energy-sources/hydroelectric/cloud-seeding/>

I am happy to arrange a discussion or workshop if there is interest.

Chris Johnson

Alderman City of Bellevue

Chairman Blaine Soil Conservation District

208-309-0656

From: Allison Goodwin <allisongoodwin1@gmail.com>

Sent: Wednesday, January 18, 2023 8:03 AM

To: James Hungelmann <jim.hungelmann@gmail.com>

Cc: Neil Bradshaw <nbradshaw@ketchumidaho.org>; Jim Slanetz <jslanetz@ketchumidaho.org>; Michael David <mdavid@ketchumidaho.org>; Amanda Breen <abreen@ketchumidaho.org>; Courtney Hamilton <chamilton@ketchumidaho.org>; Participate <participate@ketchumidaho.org>; Cc: Suzanne Frick <sfrick@ketchumidaho.org>; Jade Riley <jriley@ketchumidaho.org>; Matthew A. Johnson <mjohnson@whitepeterson.com>; Martha Burke <martha.burke@haileycityhall.org>; kaz.thea@haileycityhall.org; heidi.husbands@haileycityhall.org; Sam Linnet <sam.linnet@haileycityhall.org>; Juan Martinez <juan.martinez@haileycityhall.org>; phendricks@sunvalleyidaho.gov; Michelle Griffith <mgriffith@sunvalleyidaho.gov>; Keith Saks <ksaks@sunvalleyidaho.gov>; Jane Conard <jconard@sunvalleyidaho.gov>; Brad Dufur <bdufur@sunvalleyidaho.gov>; Kathryn Goldman <kgoldman@bellevueidaho.us>; Doug Brown <dbrown@bellevueidaho.us>; Shaun Mahoney <smahoney@bellevueidaho.us>; Chris Johnson <cjohnson@bellevueidaho.us>; Robin Leahy <rleahy@bellevueidaho.us>; jcarreiro@bellevueidaho.us; Allington Law <allingtonlaw@gmail.com>; mdavis@co.blaine.id.us; Angenie McCleary <amccleary@co.blaine.id.us>; Dick Fosbury <dfosbury@co.blaine.id.us>; mpomeroy@co.blaine.id.us; [Governor@gov.idaho.gov](http://www.governor.gov.idaho.gov); Heather Scott <voteheatherscott@gmail.com>

Subject: Re: Ketchum City Council Meeting of January 17, 2023 GENERAL PUBLIC COMMENT Re: Health and Safety concern about Contaminants in Cloud Seeding:

On Mon, Jan 16, 2023 at 10:15 PM James Hungelmann <jim.hungelmann@gmail.com> wrote:

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

De: **James Hungelmann** <jim.hungelmann@gmail.com>

Date: lun, 16 ene 2023 a las 22:05

Subject: Ketchum City Council Meeting of January 17, 2023 GENERAL PUBLIC COMMENT Re: Health and Safety concern about Contaminants in Cloud Seeding:

Thank You Jim for bringing this issue to Our Attention. I've included several Government Representatives, and BCC'd many more.

Those in Denial of GeoEngineering are in for rude awakenings. This has been going on "under the radar" for decades and needs to stop. There is ample research available www.geoengineeringwatch.org proving this is devastating Organic Life and it appears that the "Real" purpose behind the spraying is not really "Cloud Seeding" as is stated by many, it is actually an Attempt to GENETICALLY MODIFY OUR PLANET - the lab tests on Geoengineering Watch show along with Silver Iodide "they" are also spraying Aluminum, Barium, Strontium and other substances in Nano form. These, along with Adjuvants in so called "Vaccines" are in line with the attempts to GMO Organic Life. I think it is critical that WE The People get our heads out of the Sand, Look up, Pay Attention and Learn that our "Mother Nature" is Far Wiser and Superior than the Psychopaths who think they know better. Have those of you overseeing these "Cloud Seeding" operations Actually. Witnessed and Verified what Chemicals are in the canisters aboard the aircraft spraying? This is not what most think it is. Please Educate yourselves and peruse Dane Wiggington's Excellent Research on geoengineeringwatch.org

Let's see some action!

Thank You.

Allison Goodwin

Ketchum

January 16, 2023

Mayor Bradshaw and City Councilors

City of Ketchum

Ketchum City Council Meeting of January 17, 2023

GENERAL PUBLIC COMMENT

Re:

Health and Safety concern about Contaminants in Cloud Seeding:

Pay for Snow – At what cost?

Dear Mayor and Councilors:

REQUEST IS HEREBY MADE TO YOU, in the interest of protecting public health and safety, to test the level of contamination appearing in our snowfall and rains; to evaluate and publicly communicate any risks to health and the environment so indicated; and to force by process of law the shutdown of any cloud seeding activities assessed to be unreasonably dangerous.

Background

How nice it has been to see the snow coming, and coming and coming. A banner year, some say. We have our Pray for Snow parties, but as it turns out, there is no need. We have Pay for Snow - and have had for quite some time, they now say. After many years of silence, distraction, and denial, suddenly the mainstream reporting is telling us all about cloud seeding and how it has been going on for decades, including locally. See, for example, “*Cloud Seeding: Will science be the answer to our snow prayers?*” Sun Valley Magazine (Winter 2022/23).

What is Cloud Seeding?

Cloud seeding is a weather modification technique that involves introducing chemical substances into clouds to convert a greater percent of the moisture available in clouds into precipitation that reaches the earth's surface. According to the mainstream depiction, cloud seeding involves the release of silver iodide (AgI) vapors into the atmosphere using ground-based propane generators or dropping it from aircraft amid storms. The silver iodide particles serve as a nucleating agent for the formation of ice crystals. Mentioned also by some mainstreamers to be in the chemical mix are potassium iodide, dry ice, and even compressed liquid propane.

Pros of Cloud Seeding

Proponents tout that cloud seeding can increase precipitation and snow falls by up to 15% above what would be available from the normal hydrological cycle, with year-to-year consistency that mitigates increasingly volatile and destructive weather conditions including drought and flood. If true, a consistent 15% increase, without downsides, is an attractive proposition for all parties currently participating in contracted cloud seeding services, including power companies, water boards and districts, agriculturalists, and mountain resorts.

Cons

Opponents insist that cloud seeding as reported is not only expensive, requiring airplanes and chemical supply, but that much of the scientific literature indicates that it fails to achieve any meaningful increase in precipitation in the short-term and could well be disastrously counter-productive long-term as natural weather is derailed; and further, that silver iodide is a highly toxic substance to which chronic exposure is exceptionally damaging for humans and the environment. They claim that cloud seeding interferes with and sabotages the natural hydrological cycle and alters the amount and distribution of precipitation that falls within a particular region, potentially causing problems such as drought in some areas and flooding in others.

- **Human toxicity**

Humans absorb silver iodide through the lungs, nose, skin, and GI tract. Mild exposure can cause GI irritation, renal and pulmonary lesions, and mild argyria (blue or black discoloration of the skin). Severe accumulated exposure can result in hemorrhagic gastroenteritis, shock, enlarged heart, severe argyria, and death by respiratory depression. A key manufacturer of silver iodide for weather modification, Deepwater Chemicals, warns of potential health hazards of silver iodide in its Material Safety Data Sheet as follows:

Chronic Exposure/Target Organs: Chronic ingestion of iodides may produce “iodism”, which may be manifested by skin rash, running nose, headache and irritation of the mucous membranes. Weakness, anemia, loss of weight and general depression may also occur. Chronic inhalation or ingestion may cause argyria characterized by blue-gray discoloration of the eyes, skin and mucous membranes. Chronic skin contact may cause permanent discoloration of the skin.

- **Toxicity to Environment including water and food supply**

Environmental agencies rate silver iodide as a non-soluble, inorganic, hazardous chemical that accumulates in and pollutes water and soil and all living things. Silver iodide is classified as an "extremely hazardous substance" by the Environmental Protection Agency. Under the guidelines of the Clean Water Act, silver iodide is considered a “priority” toxic pollutant, considered to be particularly harmful to human health and the environment.

In a 1971 “Freezing Nucleation” patent (US3587966A), the ongoing use of silver iodide is explained as follows:

The early great success with silver iodide as a freezing nucleant for clouds led to the supposition that because silver iodide has a crystal structure somewhat similar to ice, its success in freezing nucleation was entirely due to this fact. *Some fear has recently been expressed about the toxicity of silver iodide. Accordingly, a search has been made for other crystals which would have similar crystalline form, in*

the hope that they would prove to be freezing nucleants. Limited success has been made in this direction. (emphasis added.)

Knowing all this, who wants to take the risk for a possible additional 15% moisture, unless the level of actual contamination can be scientifically shown to be safe?

The Rest of the Story

Evidence-based forensic analysts challenge the mainstream depiction of cloud seeding, of twin-engine Pipers flying into clouds with silver iodide-releasing flares attached to the wings, as misleading and not the predominant method of cloud seeding. They point out that in recent years our snow has been exhibiting very bizarre characteristics which cannot be explained by the presence of silver iodide alone. These unusual characteristics include: snow being extremely compacted and slick, making it dangerous for walking and driving; people who work or play in it experiencing disorientation, dizziness, and nausea, as well as difficulty breathing; snow sliding off the tops of cars and roofs in sheets, crashing with a metallic sound and impact; snow charring rather than melting when exposed to flame; having a strange chemical odor; coming down in amorphous globs rather than naturally formed, hexagonal shaped flakes; being exceptionally difficult to push around and damaging heavy-duty snow removal equipment; and shrinking and sublimating directly to gas, bypassing the liquid state and often leaving little trace of melted water behind. Lots of snow maybe, but little to show for it. All of this begs the need for close scrutiny: What is in this stuff coming down?

These forensic observers maintain that what is called cloud seeding is only part of large-scale operations designed to modify and control the climate, which involve fleets of jet aircraft specially equipped with aerosol spray nozzles releasing heavy loads of a nanoparticulate mix of aluminum, barium, strontium, polymer fibers, and anti-coagulating surfactants, showing up as massive trails drifting across the skies in waves and especially pronounced in advance of storms. They claim that air, soil and water sampling consistently show dangerously high levels of toxicity in the mix. Some experts also suspect that the aerosols contain hazardous biological materials, such as bacteria, viruses, and other natural or modified microorganisms and possibly even vaccines or other so-called “biological therapeutics”.

These same analysts insist that current climate intervention efforts serve to derail atmospheric chemistry and destroy the natural hydrological cycle, which has led to more frequent and more severe weather events like ice storms and flooding. They also maintain that climate intervention is the primary cause of overall climate deterioration today.

To conclude, on multiple occasions in recent years, I and others have urged this Council, on the record, to *Strip Search the Elephant in the Sky*, to investigate the visible geoengineering activities taking place that most people are hesitant or afraid to talk about. Regrettably, the Council's reply has been silence, denial, and even ridicule. This aligns with the ominous observation that "the most grossly obvious facts can be ignored when they are unwelcome."

A Call to Action

I respectfully submit that, given the serious threat represented by "cloud seeding" activities as are now being publicly acknowledged, it is legally and ethically incumbent on the City of Ketchum, with neighboring municipalities, to implement periodic professional testing of toxicities in our snow and rain and to take appropriate action to protect public health, safety and the environment. This is not a costly proposition and by doing so, the Council would be setting an example for future generations on the importance of facing our most significant challenges head-on.

Thank you for taking the time to consider and respond to this matter.

Jim Hungelmann

Ketchum

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Allison Goodwin

775.781.1837



## Lisa Enourato

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**From:** denisedecoster@aol.com  
**Sent:** Sunday, January 29, 2023 8:53 AM  
**To:** Participate  
**Subject:** Please keep tennis alive at Atkinsons

Hello Mayor and Decision Makers in The City of Ketchum,

Atkinson's Park is my favorite place to play tennis. I live in Hailey but I make the drive to play with my friends in Ketchum. It is getting more difficult to get a court since the pickleball courts have been converted. Please do not convert more courts to pickleball or mixed courts. I love the vibe there with all the sports, kids and dogs. I finish playing and take a walk down to the River. I have lunch in town, stop at The Goldmine and The Community Library. I could do that same day forever.

Please don't take away my reason to visit Ketchum several times a week.

Denise DeCoster  
137 Sioux Drive  
Hailey, ID 83333

**Lisa Enourato**

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**From:** Ira Shepard <ims47@yahoo.com>  
**Sent:** Saturday, January 28, 2023 7:39 PM  
**To:** Participate  
**Cc:** Maya JB Burrell  
**Subject:** Atkinsons Park Tennis Courts

I agree with Maya Burrell's comments. Please leave the Atkinsons Park courts as they are now: 2 Tennis courts for tennis, 1 Tennis court converted to 4 pickleball courts, and 1 Tennis Court for mixed use for both. I have had a home in Ketchum for more than 20 years and greatly enjoy the Park.

Your past decisions make it a place where tennis and pickleball players can enjoy themselves.

If you convert the mixed use court to pickleball that will mean there are 2 tennis courts and 8 pickleball courts. That is not fair to tennis players.

Sincerely.

Ira M. Shepard

## Lisa Enourato

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**From:** Maya JB Burrell <bhathorraj@fastmail.fm>  
**Sent:** Saturday, January 28, 2023 1:37 PM  
**To:** Wood River Pickleball Alliance; Participate  
**Subject:** public comment on pickleball invasion of Atkinson's Park

NOTE: tennis players, please pass this around. sorry for those of you who might have received multiple copies. the "participate" email address above is how you can send your own comment to the city. thanks for your time and attention to this matter. the email to the city from the Pickleball Alliance follows my comment below.

Dear Tennis/Pickleball Community and City of Ketchum,

As many of you know, I'm a tennis player who plays often at Atkinson's Park. An email initiated by the President of the Wood River Pickleball Alliance, Lee Sponaugle, is causing quite the stir in our tennis community. Several people have sent me copies of the message and the petition link informing me that Mr. Sponaugle is trying to take over Atkinson's Park tennis courts for pickleball. My reaction is this; for most of us, there is way too much stress in all our lives to have to deal with this new unnecessary assault upon the tennis community. My summary and request: please leave the courts as they were last summer with 4 pickleball, 2 tennis and 1 mixed-use court.

Mr Sponaugle claims in his email that converting the mixed-use court and making it exclusively a pickleball court will better balance the Atkinson's Park to a 50/50 ratio of tennis courts to pickleball courts. This claim is (I am being generous here) "misleading" at best. Aw heck. Let's just be honest. That is a lie.

Before pickleball invaded, there were 4 tennis courts at Atkinson's Park. Last year, the City approved converting 2 tennis courts to pickleball; 1 of the tennis court was converted to 4 permanent pickleball courts and the other tennis court was converted to mixed-use, where nets can be moved to accommodate both sports. The final count for permanent courts, not including the mixed-use court: 4 pickleball, 2 tennis. How Mr Sponaugle figures that taking away another tennis court to make 4 more permanent pickleball courts will be a 50/50 split is beyond belief. As of today, based upon the conversion that the City implemented last year, the fluctuating total that factors in the mixed-use court is: 8 pickleball to at most 3 tennis courts! Any way you look at it, pickleball always has more courts than tennis. It's not even close.

Most of the time, the mixed-use court is commandeered by pickleball players. On the weekends, tennis players have to wait for more than an hour to get on a tennis court. Sometimes they wait 2 hours. I rarely see long wait times happening with pickleball players, which is no surprise given the number of courts generally available. Consider that for the 8 pickleball courts, this means that 32 pickleball doubles players have the opportunity to be on court. Many tennis players, on the other hand, are singles players. This means that for the 2 designated tennis courts, only 4 tennis players might be playing at a time, while other tennis players have a long wait to get on a court. Also consider, there are no other public courts in all North Valley WRV that tennis players can go to as an alternative.

Our tennis community will fight to Match Point over taking one more court away from tennis. This proposal is blatantly unfair. Our tennis community and the City of Ketchum worked very hard to get the Atkinson's courts upgraded. When the City finally approved the budget for the reconstruction, new foundations were built and then surfaced at great cost with materials that should last 20 years. Now the Pickleball Alliance comes along and wants the City to use more tax dollars to wastefully resurface one of our perfectly surfaced tennis courts so that they can steal another tennis court in order to create 4 more permanent pickleball courts. This action would remove all possibility for tennis players to use that court. Why would anyone be that selfish? This is so

unbelievably arrogant, and shows a complete disregard for the needs of the tennis community. I would equally condemn tennis players who wanted to harm the sport of pickleball in this manner. We should be able to figure out ways that both sports can co-exist on public courts in harmony.

If you look at the evolution of this new sport, all pickleball courts in our WRV have have been created by stealing established tennis courts. There is not one instance of pickelball courts anywhere in Blaine County being created by new construction. Private clubs obviously can do whatever they want in this regard, as Sun Valley and Elkhorn have chosen to do. That is their business prerogative. However, in the case of Atkinson's public courts, the Pickleball Alliance is petitioning the City to cause a detriment to local and tourist tennis players. Why isn't Pickleball Alliance petitioning the City to construct new pickleball courts, just as we tennis players worked very hard for a number of years with the City to invest in and upgrade our public tennis courts? Why is the Pickleball Alliance trying to steal more tennis courts instead of rolling up their sleeves and doing the hard work necessary to construct new pickleball courts? If Mr Sponaugle and the Pickleball Alliance do indeed have such plans, then it is one more reason not to permanently convert the mixed-use court. If ever new pickleball courts are eventually constructed, the mixed-use court could easily revert back to tennis without the need for any new construction or resurfacing.

As many can attest, our Atkinson's Park tennis courts are one of the best most beautiful public tennis courts in the country. The surface is exceptional and the views are incredible. The air is fresh and the park is safe and peaceful. Even when other sports are present in the park, such as volleyball, soccer, softball, and yes, even the noisy sport of pickleball, the sense of community at Atkinson's Park is a balm to our spirits, especially during these strange days of massive growth in our valley where we are all trying to figure out how to get along under these new stresses. Sports have always brought opportunities for people to experience other cultures and come together. Tourists who play on our courts express awe at the privilege and experience of such beautiful courts. We locals have worked hard to create such an environment. The Atkinson's Park courts are the ONLY public tennis courts in Ketchum, Sun Valley, Elkhorn and any place North of Hailey City Limits combined! The Atkinson's courts are the ONLY FREE tennis courts in the entire North Valley of Blaine County. The Atkinson's courts are the ONLY place for locals, tourists, beginners and children to play free tennis. As of now, these dedicated FREE PUBLIC TENNIS COURTS number only... 2! Yes, that's right. We have only 2 free public tennis courts for an international tourist destination with a full-time population of around 5000 people (North Valley), not including visitors and second homeowners.

Here's the thing. Tennis players don't have to be penalized in order to promote the new sport of pickleball. This past summer, pickleball and tennis players shared courts just fine. Let's continue as is. If the Pickleball Alliance finds that they absolutely need to develop more courts and can't live with the current situation, then they can petition the City to build new exclusive pickleball courts someplace else. We tennis players support that endeavor wholeheartedly.

We should strive to share our beautiful facilities for all to benefit, not advantage the interest of one group over another. This request and petition by Pickleball Alliance and Mr Sponaugle only creates bad feelings between groups that would be best served supporting and encouraging each other. Participation in pickleball is absolutely wonderful for our community. I admire the enthusiasm and social opportunities this sport provides its participants. It's great to get people moving and efforts in this regard are much appreciated. A happy and healthy community is a hallmark of our Wood River Valley.

I implore Pickleball Alliance to reconsider more carefully what they are trying to do with the Atkinson's Park tennis courts. There is no need for Pickleball Alliance to handicap tennis players and deny them a reasonable opportunity to enjoy their sport of tennis. Pickleball already has more courts at Atkinsons. If Pickleball Alliance selfishly feels the current allocation of courts is unacceptable, and the pickleball community can't live without having more courts, then they can spend their time and efforts to build new courts, instead of trying to steal courts from the tennis community.

Regards,

Maya Burrell  
Ketchum

**From:** Wood River Pickleball Alliance <woodriverpickleball@gmail.com>

**Date:** January 17, 2023 at 8:18:11 PM MST

**To:** Adam Taylor <adamt@live.com>, Lee Sponaugle <wlsponaugle@gmail.com>, Joanne Wetherell <svjoanne@gmail.com>, Jim Kanellitsas <jimkanellitsas@mac.com>, Lex <alexipanayiotou@gmail.com>

**Cc:** tombowman011@gmail.com, Tim Hamilton <tim@lfp2.com>, Sam Adicoff <Sadicoff@gmail.com>

**Subject: We need your response: Suggested improvements to Atkinson Park Pickleball Courts Survey**

**Dear Wood River Valley Pickleball Enthusiast,**

One of the objectives of the WRPA is to advocate to improve our places to play here in the valley. Well here is our chance! In February, we will be appearing before Ketchum City Council to propose the following improvements to the Atkinson Park pickleball experience.

**Suggested improvements to Atkinson Park Pickleball Courts:**

1. Lower the fence along the school/park side of the existing pickleball courts to provide a better viewing experience.
2. Provide a gated entrance at the center of the courts for easier, safer and less disruptive access to the pickleball courts.
3. Provide a patio with benches for waiting and viewing rather than congregating in between the courts.

And most importantly, we are proposing to:

**4. Resurface the existing overflow mixed-use courts (that currently has both tennis and pickleball lines) to pickleball courts with quality heavy duty nets that match the existing nets. This will provide a 50%/50% use between pickleball and tennis at Atkinson Park.**

You can help us by providing your honest feedback in the survey link below (**less than 4 minutes to complete**) about your experience playing pickleball and or tennis at Atkinson Park.

Please click on the crazy looking link below, complete this survey by **Sunday, January 22nd** to be entered to win an **adidas** pickleball paddle.

**[Atkinson Park Pickleball Court Improvements Survey](#)**

```
<iframe  
src="https://docs.google.com/forms/d/e/1FAIpQLScf3r8GDE999dbixfcCfQ_9r3cTA  
skRHURw68wj5YI2WJ_QYg/viewform?embedded=true" width="640"  
height="7307" frameborder="0" marginheight="0"  
marginwidth="0">Loading...</iframe>
```

Thank you for your time.

Lee Sponaugle  
President, Wood River Pickleball Alliance  
801.403.4232  
[woodriverpickleball@gmail.com](mailto:woodriverpickleball@gmail.com)

## Lisa Enourato

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**From:** Neil Bradshaw  
**Sent:** Monday, January 30, 2023 1:15 PM  
**To:** Jody Beckwith  
**Cc:** Participate  
**Subject:** Re: Pickle ball Courts at Atkinson's Park

Thanks Jody  
This will be put in the public record for council deliberation  
Thanks for participating in this process  
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 Jan 30, 2023, at 12:46 PM, Jody Beckwith <jodybeckwith@gmail.com> wrote:

Good Morning,

This is from Tom and Jody Beckwith. We live on Rocking Horse Road in West Ketchum. We are avid tennis players and part of the reason we bought in this neighborhood over 20 years ago is our proximity to the tennis courts at Atkinson's Park!

We are concerned about the Pickle Ball Alliance's recent push to permanently convert two of the four tennis courts at Atkinson's Park to Pickle Ball. We feel that for a town our size, two free tennis courts for the entire community is not representative of the need. Last summer wait times for morning courts were often an hour plus. Atkinson's is the only place for people who are not private club members to play. Are we moving to a model that to be able to play tennis in Ketchum, you must join a private club and pay thousands of dollars? This feels like the opposite direction that the city really wants to move.

We support Pickle Ball and know how passionate Pickleball players are! In the community, 8 tennis courts have been converted to Pickle Ball, creating capacity for 128 players at a time. It seems like the powerful PickleBall alliance should be starting to raise money for new courts. Rather than re-surface perfectly good tennis courts, why not use that money as seed money to build new courts?

New courts could be placed further from the houses in the neighborhood. Pickleball noise is loud, as are the players. Elkhorn does not allow PickleBall after 4pm because of the impact on housing nearby. Perhaps we should start to consider some limits on the hours of Pickle Ball so we can once again enjoy our summer evenings in the yard? New courts placed further back on the Atkinson Park property would help to alleviate this problem.

The tennis community and our neighborhood are ready to engage on this issue. Is this going to be a topic at the next City Council Meeting? What is the best way to proceed?

Thanks,

Jody

--

***Jody Beckwith***



## Lisa Enourato

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**From:** Geoff <drgeoffk@aol.com>  
**Sent:** Tuesday, January 31, 2023 9:40 AM  
**To:** Participate  
**Cc:** kimk2@cox.net; kraigkopecky@hotmail.com  
**Subject:** Re: Norwegian woods .. enhanced access..

I do not want access from Norwegian woods.

This is private property and has always been so with signs posted since 1970.  
We were never allowed across private property and this is the way it should stay.  
Thank you.  
Geoff Kopecky.

-----Original Message-----

From: Participate <participate@ketchumidaho.org>  
To: GEOFFREY KOPECKY <drgeoffk@aol.com>  
Sent: Mon, Jan 30, 2023 11:39 am  
Subject: RE: Norwegian woods .. enhanced access..

Hello and thank you for your email. There have been discussions throughout the master planning process about access from Norwegian Woods, however as you mention, it is private property. The city will continue discussions with the developer to see if there could be an opportunity for access from that neighborhood in the future.

The purpose of the February 1 meeting is to discuss future pedestrian access from West Ketchum neighborhoods.

Please let me know if you have further questions.

Thank you.

-----Original Message-----

From: GEOFFREY KOPECKY <drgeoffk@aol.com>  
Sent: Sunday, January 29, 2023 12:41 PM  
To: Participate <participate@ketchumidaho.org>  
Subject: Norwegian woods .. enhanced access..

I am unable to make the meeting.

How do I find out what is involved in enhanced access from Norwegian Woods.?

I thought Norwegian Woods was private property.

thank you.

Geoff Kopecky

## Lisa Enourato

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**From:** susancneaman@gmail.com  
**Sent:** Thursday, February 2, 2023 9:21 PM  
**To:** Participate  
**Subject:** Thoughts on LOT

Yes. BUT who do I speak with on concerns of new housing and if it will truest be affordable to the renter. There is also concern of people who have families or want to begin a family not to live in a complex but more of a town home In order to have a quieter living situation and lifestyle.

Thank you

Sent from my iPhone

**Lisa Enourato**

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**From:** Gary Hoffman <ghoffman42@yahoo.com>  
**Sent:** Thursday, February 2, 2023 10:04 PM  
**To:** Participate  
**Subject:** Thoughts on LOT

Definitely split the LOT for air service and marketing with at least 1/2 going to housing. As far as I'm concerned, until the airlines, especially Delta, show that they have genuine concern for the welfare of their air passengers, ALL THE LOT should go for housing.

Gary Hoffman

**Lisa Enourato**

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**From:** Steven Shafran <Steven@theshafkans.com>  
**Sent:** Thursday, February 2, 2023 10:04 PM  
**To:** Participate  
**Subject:** Thoughts on LOT

Nope.

We need to support air service as is. If we need more for housing, then let's agree to pay for it.

Sent from my iPhone

## Lisa Enourato

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**From:** Michael Cohen <mhcohen.admin@icloud.com>  
**Sent:** Thursday, February 2, 2023 11:04 PM  
**To:** Participate  
**Subject:** Thoughts on LOT

Thank you for the opportunity to contribute to the discussion.

I support Ketchum's proactive, inclusive and strategic approach to develop a pragmatic and effective housing plan.

I believe that a comprehensive plan should be developed... and when adopted, it should receive sufficient funding to work. I am not close enough to discussions to know if such a comprehensive plan has been adopted and what the total annual projected cost will be.

I appreciate that in there may political context to market the proposed splitting of the LOT with a 'No new taxes' rationale. However, I would like the plan to get the funding it needs, not just the funding that is expedient.

Similarly, I would value learning more about what taking away the 0.5% from funds from air services and marketing activities means for those scope and effectiveness programs. Will they be hamstrung? Will air service be reduced making it less appealing to live in the valley and work remotely?

I also want to ensure that Mountain Rides service continues to expand in terms of continuity, routes and frequency of service. As more people move into the valley, we need a robust and convenient public transportation system to reduce traffic and environmental impact. Also, a strategically designed Mountain Rides system can be a complementary element of the housing solution by providing cost-efficient access for workers. It was my recollection that some funding for Mountain Rides comes from LOT. Funding should not be reduced for Mountain Rides.

Thanks again. I look forward to ongoing participation and further communications from the City.

Be well,

Michael Cohen

Sent from my iPhone

## Lisa Enourato

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**From:** Daren Pennell <daren@darenpennell.com>  
**Sent:** Friday, February 3, 2023 3:06 AM  
**To:** Participate  
**Subject:** Thoughts on LOT

Yes

Daren Pennell  
[www.sunvalleyrealestate.com](http://www.sunvalleyrealestate.com)

Sun Valley Real Estate LLC  
(Next to the Pioneer)  
Exclusive Affiliate Christie's International Real Estate

208.720.2619 cell  
208.726.1717 fax

## **Lisa Enourato**

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**From:** Mallory Walker <mallwalk@mac.com>  
**Sent:** Friday, February 3, 2023 6:51 AM  
**To:** Participate  
**Subject:** Thoughts on LOT

I support the 1% tax split between Air (not sure I understand its need) and housing (fully understand the need).

## **Mallory Walker**

140 River Rock Road  
Ketchum, ID 83340-1206  
(Mail Address: Box 1206)

or

Apartment 3-D  
3150 South Street, NW

Washington, DC 20007-4455

[202-255-1374](tel:202-255-1374) (Mobile)

[mallwalk@mac.com](mailto:mallwalk@mac.com)

**Lisa Enourato**

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**From:** Dave Personal <djmccambridge@gmail.com>  
**Sent:** Friday, February 3, 2023 6:53 AM  
**To:** Participate  
**Subject:** Thoughts on LOT

I think it is a great idea. More visitors is problematic if there isn't a workforce. I wish the original proposed tax would have passed. Unfortunately as a 15 year, second home 5 month a year resident I don't vote here.

Dave McCambridge

Sent from my iPad



## Lisa Enourato

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**From:** Dick Fenton <dfenton@mdfrealtors.com>  
**Sent:** Friday, February 3, 2023 7:06 AM  
**To:** Participate  
**Subject:** Thoughts on LOT

Support!!

Sent from my iPhone

## Lisa Enourato

---

**From:** dr. bob roberts <brobertgilmour@gmail.com>  
**Sent:** Friday, February 3, 2023 7:35 AM  
**To:** Participate  
**Subject:** Thoughts on LOT

No. No. And no. You are on a fools errand.

## Lisa Enourato

---

**From:** Iroquet@lizzysfreshcoffee.com  
**Sent:** Friday, February 3, 2023 7:46 AM  
**To:** Participate  
**Subject:** Thoughts on LOT

Good morning – just a quick note to reply to your request for feedback on the LOT distribution. .5 to air/marketing and .5 housing. As a local business with many LOCAL customers (as well as tourists) it's hard for us to support reaching into local customer pockets more when they want to shop at our local business. Our whole economy is tied together, of course, but increasing the lot isn't something we support. I really like the re-distribution proposed instead because the money is shared across the 2 most important needs without grabbing for more.

Kind Regards, Liz

Liz Roquet  
Iroquet@lizzysfreshcoffee.com  
P 208.806.0212  
[www.lizzysfreshcoffee.com](http://www.lizzysfreshcoffee.com)



**Lisa Enourato**

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**From:** Peter Daly <pbd414@gmail.com>  
**Sent:** Friday, February 3, 2023 7:50 AM  
**To:** Participate  
**Subject:** Thoughts on LOT

I absolutely support the allocation of .5% of the LOT toward the sole use of housing initiatives. No new taxes sounds like a good way to ensure the support of the community.

Cheers.

Peter B. Daly  
C) 650.796.7282



**Lisa Enourato**

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**From:** Warren Benjamin <thebenj4@gmail.com>  
**Sent:** Friday, February 3, 2023 8:19 AM  
**To:** Participate  
**Subject:** Thoughts on LOT

Absolutely

There is a surplus of funds going to marketing with the number of beds we need to fill.

The crisis in housing is far more important and with the passage of this tax change, we will get to bring more young working people to the valley

Sent from my iPhone

## Lisa Enourato

---

**From:** Deborah Schauls <schaulsdeborah@yahoo.com>  
**Sent:** Friday, February 3, 2023 8:24 AM  
**To:** Participate  
**Subject:** Thoughts on LOT

Yes, great plan.

Sent from my iPhone

## Lisa Enourato

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**From:** Carol Klick <carolklick@gmail.com>  
**Sent:** Friday, February 3, 2023 11:00 AM  
**To:** Participate  
**Subject:** Thoughts on LOT

No keep the air service and Marketing payment at 1%.  
Let the housing be kept private, or not subsidized by taxes.  
Thank you,  
Carol Klick

## Lisa Enourato

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**From:** james rosenfeld <powderskiing1@hotmail.com>  
**Sent:** Friday, February 3, 2023 11:26 AM  
**To:** Participate  
**Subject:** Thoughts on LOT

Airline subsidies should end altogether and the full 1% should go to affordable housing. The fares charged flying in and out of the valley are ridiculous when compared to other resorts like Jackson



## Lisa Enourato

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**From:** Angie Hansen <angelafhansen@gmail.com>  
**Sent:** Friday, February 3, 2023 12:43 PM  
**To:** Participate  
**Subject:** Thoughts on LOT

I would like to express my support of the proposed amendment to reduce the payment for air service and marketing related activities to 0.5% and contribute the remaining 0.5% of LOT toward the sole use of housing initiatives.

Angie Hansen  
PO Box 6256  
Ketchum, ID 83340  
[angelafhansen@gmail.com](mailto:angelafhansen@gmail.com)  
208.891.4550 (mobile)

**Lisa Enourato**

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**From:** doug aanestad <dougaanestad@outlook.com>  
**Sent:** Friday, February 3, 2023 10:13 AM  
**To:** Participate  
**Subject:** Request for yet more pickleball courts

Mayor Bradshaw and City Council members;

Four MORE permanent pickleball courts in Atkinson's Park?! Seriously? After how hard the Ketchum tennis community has worked for our tennis courts over the years? That would leave just two free, public tennis courts in the entire North Valley! We tennis players now often have to wait 30- 45 minutes to get on a court as it is, and cannot play at all during prime time when they are being used for the City's jr. tennis program (which, by the way we fully support so our kids and grandkids can learn the incredible game of tennis and stay fit in the process). It's bad enough to have to endure the noisy, sometimes vulgar, gatherings of pickleballers while trying to immerse ourselves in a quiet, focused set of tennis; four more pickleball courts would suck all the pleasure out of the experience. Unfortunately, the flex court is nearly always commandeered first by pickleballers (especially on weekends when it is full of p'ballers much of the day – even finding a place to park is difficult) as it is. Please deny their overreaching request. Let Ketchum's tennis players and youth continue to enjoy the access to this phenomenal public asset they now have. Please. Keep things as they are.

Doug Aanestad

**Lisa Enourato**

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**From:** Peter Pressley <peter@pressleyconsulting.com>  
**Sent:** Friday, February 3, 2023 10:57 AM  
**To:** Participate  
**Subject:** Atkinsons Tennis Courts

Please preserve as many tennis courts at Atkinsons as possible and not eliminate them. Tennis is an international sport with a long tradition. To my knowledge, the two public tennis courts available at Atkinsons are the only ones in the whole North Valley. Our local population is continuing to expand. We should be adding more public tennis courts, not removing them for another sport.

Thank you,  
Peter Pressley

## Lisa Enourato

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**From:** Jackie Murphy <ballardjjm61@gmail.com>  
**Sent:** Friday, February 3, 2023 11:32 AM  
**To:** Participate  
**Subject:** Pickleball at Atkinson's Park

Yes please agree that the multi use court should be pickleball specific. The sport has gone a long way to create community and positive social interaction. It's rare to see people using the tennis courts. Most local players belong to private clubs. Thank you-

Jackie Murphy  
2213 Warm Springs Road  
425-260-6834

## Lisa Enourato

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**From:** Joyce Patricelli <joyce.patricelli@gmail.com>  
**Sent:** Friday, February 3, 2023 12:52 PM  
**To:** Participate  
**Subject:** Pickleball vs Tennis

Hello Ketchum City Council,

Regarding your decision on resurfacing the flexi court for pickleball only and upgrading the fences/gates/waiting areas, I, as a neighbor with a view of the courts who doesn't use the courts, recommend **leaving the courts purposed as they are with improved lines** that are easier for players to "read" and, **first, addressing the new fencing, gates, and waiting areas**. From reading the analyses by the Wood River Pickleball Association, I imagine using the faint Pickleball lines on the flexi court is difficult during play and that preparing the nets for play is a task. Improvements to both these impediments to play should be considered first. **Why?** Because I understand that there are more tennis players waiting for a court than there are Pickleball players waiting for a court and the waiting participants are a huge impediment to play. They should be accommodated outside the fencing where they can wait, watch and socialize safely.

I hope that you will take my recommendations to discussion sessions and realize there are steps that can be and need to be taken to improve the use and enjoyment of this wonderful community asset.

Thank you kindly,  
Joyce Patricelli  
920 Rocking Horse Road, #2  
Ketchum, ID 83340

Sent from my iPhone

**Lisa Enourato**

---

**From:** Judith Steinbock <jasrn70@gmail.com>  
**Sent:** Friday, February 3, 2023 1:51 PM  
**To:** Participate  
**Subject:** Atkinsons Park tennis

please leave 2 tennis courts untouched and as they stand now. we need public tennis court availability in Ketchum.  
thank you for your time and consideration.

Judith Steinbock

Sent from my iPhone

**From:** [Wayne Spector](#)  
**To:** [Participate](#)  
**Subject:** Thoughts on LOT  
**Date:** Friday, February 3, 2023 4:08:12 PM

---

we need housing more than over running this place with second homes.

**From:** [Daren Pennell](#)  
**To:** [Participate](#)  
**Subject:** Pickleball Proposal  
**Date:** Friday, February 3, 2023 4:33:42 PM  
**Attachments:** [image001.png](#)

---

Dear Mayor and Council Members,

I began pickleball this past summer (2022) -playing 2-3x / week- and the sport was great and the process of which courts and waiting your turn and the difference between the dedicated courts and the mixed-use courts was definitely a learning curve -not to mention the sport itself . I will say the depiction in the proposal presentation is 100% accurate. I was surprised to see that 4 pball courts could fit on 1 tennis court and with the ratio of 4 pball players / court (very common) to every 2 tennis players / court (common). Therefore, the player ratio per tennis court of pball vs tennis is actually 8:1 or at a minimum 4:1. The highest and best use is clear and the dramatic continued growth of pball clearly indicates where our finite resources should be directed.

I am in favor of the proposed conversion of the mixed-use court becoming 4 more dedicated pickleball courts.

Thank you all for your time considering my thoughts,

Daren

**Daren Pennell**



208.720.2619 cell  
[daren@darenpennell.com](mailto:daren@darenpennell.com)

***Your Referrals Fuel My Business and  
Are Greatly Appreciated!***





**From:** [Elli Bernacchi](#)  
**To:** [Participate](#)  
**Subject:** tennis courts at Atkinsons Park  
**Date:** Friday, February 3, 2023 5:22:01 PM

---

To whom it may concern,  
I will be unable to attend the meeting of Ketchum City Council on February 6th, but I would like my voice heard. As a full time WRV resident, I strongly urge you to keep the tennis/pickle ball configuration as is. I realize there is an increase in the pickle ball population, but there is also an increase in the tennis population and the tennis courts at Atkinson Park are the only courts open to the public in the entire mid to north valley. I believe they must continue to be shared as they have been and not reduced in availability. I am not aware if any data exists on daily usage by tennis/pickleball usage, but before any change is made, I think it would be only fair to collect that data and make it available to the community. Thank you for your consideration,  
Elli Bernacchi  
PO Box 1365 Ketchum, ID 83340

**From:** [Dean Rutherford](#)  
**To:** [Participate](#)  
**Subject:** Atkinsons tennis courts  
**Date:** Friday, February 3, 2023 6:46:38 PM

---

As a local full time tennis player and part time pickleball player, I am writing to show my support for leaving the Atkinsons tennis courts as are: 2 courts for tennis, 4 for PB and 1 mixed use. The courts were resurfaced in 2017 and intended for tennis use only. Since 2 courts have already been allocated to pickleball, and requests continue for changing more courts to pickleball courts, we need to protect and preserve the tennis courts we still have. Many kids and upcoming young tennis players who take clinics and are learning the sport need courts for their training, along with many adults who have played on these courts recreationally for decades. A better solution is to build designated pickleball courts so we can all play our beloved respective sports alongside each other.

Thank you,

Dean Rutherford

**From:** [Amy Johnson](#)  
**To:** [Participate](#)  
**Subject:** Keep Atkinson's Park Tennis Courts at 2+1  
**Date:** Friday, February 3, 2023 9:24:34 PM

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Let's leave Atkinson's Park be, that's 2 public courts for tennis, 4 public courts for pickleball, and 1 public "flexi" court for either.

Keep Atkinson's Park to 2+1 public tennis courts. Tennis is for everyone and so is Pickleball, for residents and non-residents. We can co-exist. We can get along and share the space. Atkinson's Park has courts for both tennis and pickleball and it's adequate: 2 for 4-8 tennis players, 4 for 16 pickleballers, and 1 "flexi" mixed-use court for either 2 tennis or 16 pickleballers. A second pickleball court, goes up to 32 players! As it is, if 1 PB uses one "flexi" court, that precludes tennis from happening on the remaining space on the "flexi" court. Tennis needs a full court; there's no way around that.

- Leave Atkinson's Park courts as they are: 2 for tennis, 4 for PB, and 1 mixed-use for either. To convert even one more court to PB means 2 courts for 4-8 tennis players; 8 courts for 32 pickleball players – that's huge!

- Atkinson's Park is the only public tennis court in the North Valley. Say no to more EXCLUSIVE and more to INCLUSIVE that means leaving public courts as they are. Do not force tennis off of the only public courts in town, to exclusive private courts, out of range of access and affordability

- Public means access for residents and non-residents, including short term summer visitors to the Park, touring and visiting here for 1-2 weeks at a time

- Pickleball is noisy – more people per court and ball noise raises neighborhood noise levels. Players affiliated with private clubs move to Atkinson's Park when their clubs close up pickleball for the day like Elkhorn at 4pm, and SVTC at 7pm that have noise ordinances

- These courts were resurfaced in 2017 and at great effort for tennis only – not pickleball

- There's no reason to "Take from Peter to pay Paul." Pickleball Alliance can come together with donations to justify and build their own courts

Amy

Thank you.  
Amy Johnson  
c. 650.207.6265

**From:** [Linda Parsons](#)  
**To:** [Participate](#)  
**Subject:** Afternoon play for WRPA not mornings  
**Date:** Saturday, February 4, 2023 8:21:53 PM

---

I am a pickleball player. However, as a resident of Ketchum I do not think it is fair that the wood river pickleball alliance has taken over the courts during prime time summer mornings. I like the alliance but I don't like to play in that format. I would rather gather my own players to play. I am dismayed when 3 mornings per week are taken by the WRPA. Why can't they have some afternoons? I am a Ketchum city tax player. I would venture to say many of the players are not.

Sincerely, Linda Parsons

**From:** [DUREE westover](#)  
**To:** [Participate](#)  
**Subject:** Pickleball Flex Court  
**Date:** Sunday, February 5, 2023 9:58:01 AM

---

Hello City of Ketchum,

I understand there is evaluation of COURTS going on regarding recreational play of Pickleball and Tennis, and the lack of both for tax paying citizens.

As a member of this lovely Wood River Community, I would like to put my 'vote' in for converting the Flex court at Atkinsons to a pickleball designated court exclusively.

As it is, it serves neither sport therefore serves no constituents.

My data (personal observation) shows there are never tennis players waiting for courts at Atkinsons, in fact many times when I play pickleball with friends, the current tennis courts sit empty. There are ALWAYS pickleballers waiting to play Pickle.

Converting this ONE flex court to pickleball is being proactive and is the right thing for the community. Why?

It is public knowledge from all the data available in the public domain (see Google, read articles, etc.) that pickleball is the fastest growing sport in America (by magnitudes of difference).

If Ketchum does not do this conversion of the one court AND more importantly, think about adding additional public courts in the near future, Ketchum runs the risk of creating an unwanted reputation and of losing revenue from visitors and citizens, of not having a true full amenity destination town like its neighboring or like-competitive markets (such as Park City, Beaver Creek, Telluride, Fort Collins, Flagstaff, Boise, etc.). These other communities offer and ATTRACT visitors and new community members, by offering immense amounts of public Pickleball court options for its citizens, which also generates visitor bed tax dollars to fund more general fund projects. Simply by offering what the public (tourist and citizens) desire. This one flex court is the first best step.

The Wood River Pickleball community is a generous group. Repeat - a generous group. They will gain private funds to help offset this cost and for future public courts. They will additionally hold county-wide Pickleball events in the future if the infrastructure supports it, to attract visitors (revenue). This group is only going to grow. Tennis is NOT a growing sport.

Many courts sit idle around the country and in Ketchum. Check the data. Be progressive and proactive. Address this growing need and rational desires of the community. Hard decisions make great leaders.

Thanks!

Duree Westover

208-559-2251

**From:** [Geordie](#)  
**To:** [Participate](#)  
**Subject:** Atkinson's Park Pickle  
**Date:** Sunday, February 5, 2023 1:52:39 PM

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Dear Council,

I'm a nine year Ketchum resident. I am in favor of converting the flex courts to pickleball only courts at AP.

I've played tennis for 49 years (collegiate at UW) and pickleball for 43 years (I'm from Seattle, pickleball's origin) so I understand both sports more than most. I feel 2 courts for tennis players and 8 courts full time for pickle is best for AP.

Thank you for your consideration.

George Foster  
206-419-7028

Sent from my iPhone

**From:** [james siegel](#)  
**To:** [Participate](#)  
**Subject:** pickleball  
**Date:** Sunday, February 5, 2023 4:54:52 PM

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There is an OVERWHELMING number of pickleball players compared to tennis players and 8 dedicated pickleball courts vs 2 tennis is much more in line.....550-600 pickleball players on the email list would likely be greater than 4:1 than the number of tennis players. Think it needs to be re-thought sooner rather than later for Spring 2023.

Jim Siegel



**From:** [Richard Miller](#)  
**To:** [Participate](#)  
**Subject:** City Council Meeting Feb 6th - Tennis Courts  
**Date:** Sunday, February 5, 2023 5:22:08 PM

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Hello,

I heard the city was considering converting the two remaining public tennis courts IN ALL OF KETCHUM (more broadly the N valley) to pickleball. I wanted to get a message to you expressing my more than strong opposition to this for a number of reasons:

1. The insufferable noise. Not just from the ball, which is bad enough on its own, but from the players. As it is not athletic, many people playing it prefer to play drunk. Drunks make A LOT of noise. I live about half mile away and can hear it clear as a bell most days. If this was ANY other set of circumstances where an activity made noise that could be heard from that distance, I would hope the city would immediately shut it down. That noise is the opposite of why the vast majority of people moved here, in the mountains; Streams, birds, etc should be the dominate sounds.
2. These are the last public tennis courts in Ketchum. 2 of them. 2! That is all that are left for public play. Not everyone can pay to play at the Sun Valley Lodge.
3. There are already 8 public pickleball courts in Atkinson. 8 versus 2. We have to stop there. They have plenty of courts. We have to have some kind of balance. I thought converting two tennis to 8 pickle was excessive. Taking the last two would be completely unfair to the many public tennis players from the Valley Club north.

There are more reasons. Some logical like the above, others will be emotional, but they all add up to WE HAVE ANOUGH PICKLEBALL here.

Thank you for your attention.

Rich Miller  
123 River Run Dr

**From:** [Gerri Pesch](#)  
**To:** [Participate](#)  
**Subject:** Thoughts on LOT  
**Date:** Sunday, February 5, 2023 5:37:07 PM

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I like this idea and support this amendment  
Gerri Pesch

**From:** [SHERRY R. PFAEFFLE](#)  
**To:** [Participate](#)  
**Subject:** Atkinson Park PB and Tennis Courts  
**Date:** Sunday, February 5, 2023 5:54:42 PM

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Thanks to all... I'll put in my 2cents worth. Love playing PB here and meeting visitors to our valley! Atkinson Park is fun and welcoming to residents and visitors for sports of all seasons. Let's keep it that way. Soccer/Hockey/Tennis/ Pickleball/Softball/Playground...!! Help keep it moving forward to serve our community. Yes, the court surfaces need to be updated and maintained. Put in a voluntary \$5 donation box and see what happens! All other municipal(both state and international facilities "recommend" ) a 5\$ donation on the honor system to participate and use/maintain /improve facilities.A lotta bang for \$5!! THX for listening. Sherry Pfaeffle  
Sent from my iPad

**From:** [Holt, Clyde](#)  
**To:** [Participate](#)  
**Subject:** Thoughts on LOT  
**Date:** Monday, February 6, 2023 10:54:38 AM

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Go with sharing the current 1% between Air and housing.....be consistent with Hailey.....best to proceed gradually with tax money

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**From:** [HP Boyle](#)  
**To:** [Participate](#)  
**Subject:** City Council Meeting 2/6/23 Public Comment  
**Date:** Monday, February 6, 2023 11:36:57 AM

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Item 7 in the Consent Agenda is for a \$100k to HDR for a biosolids disposal plan for the water treatment facility. This was identified in the original HDR study and I raised this issue of it not be addressed by the Council several times. A council member should be asking the question on how many death by 1000 cuts of incremental expenses for the plant rehab are coming down the pike, and why this wasn't done before the Council put the bond referendum to the public. This is not good fiduciary governance.

Item 9. Has this been discussed with current owners of deed restricted units? If not, it seems like they should have the opportunity to comment on something this important before the Council adopts it. They may even have good ideas on how to improve. Doing this non-consultatively is not a great way to invent people to work with the City.

Item 12. The Council is only being provided one option for dealing with the 2014 bonds. Why is that? There are at least two other ways to deal with them, one of which could save more than this \$28k. Seems like bad fiduciary process for the Council to allow staff to jam through stuff like this with no analysis of options.

Thank you,

Perry Boyle

**From:** [Wood River Tennis](#)  
**To:** [Participate](#)  
**Subject:** Tennis is Up! Keep Atkinson's Park at 2+1 Courts for Tennis  
**Date:** Friday, February 3, 2023 10:52:14 AM

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Hello City of Ketchum,

Did you watch the AO Australian Open last month? If you did, you'll see that tennis fans are showing up. Right here in our town Ketchum, you'll see that tennis is up! Summer court use is up around the Wood River Valley (WRV), we have competitive tennis in town, the high school teams are playing and winning more, and teaching pros are giving lessons up and down the valley. Despite the growing interest and demand for organized tennis and courts in the WRV, it has come to our attention that a second Atkinson's court is being threatened by takeover by pickleball which precludes tennis players from using the "flexi" mixed-use court.

**Let's leave Atkinson's Park be, that's 2 public courts for tennis, 4 public courts for pickleball, and 1 public "flexi" court for either.**

**Keep Atkinson's Park to 2+1 public tennis courts.** Tennis is for everyone and so is Pickleball, for residents and non-residents. We can co-exist. We can get along and share the space. Atkinson's Park has courts for both tennis and pickleball and it's adequate: 2 for 4-8 tennis players, 4 for 16 pickleballers, and 1 "flexi" mixed-use court for either 2 tennis or 16 pickleballers. A second pickleball court, goes up to 32 players! As it is, if 1 PB uses one "flexi" court, that precludes tennis from happening on the remaining space on the "flexi" court. Tennis needs a full court; there's no way around that.

- - **Leave Atkinson's Park courts as they are:** 2 for tennis, 4 for PB, and 1 mixed-use for either. To convert even one more court to PB means **2 courts for 4-8 tennis players; 8 courts for 32 pickleball players – that's huge!**
  - **Atkinson's Park is the only public tennis court** in the North Valley. Say no to more EXCLUSIVE and more to INCLUSIVE that means leaving public courts as they are. Do not force tennis off of the only public courts in town, to exclusive private courts, out of range of access and affordability
  - Public means **access for residents and non-residents**, including short term summer visitors to the Park, touring and visiting here for 1-2 weeks at a time

- Pickleball is **noisy** – more people per court and ball noise raises neighborhood noise levels
- **Players affiliated with private clubs move to Atkinson’s Park** when their clubs close up pickleball for the day like Elkhorn at 4pm, and SVTC at 7pm that have noise ordinances
- These courts were **resurfaced in 2017 and at great effort** for tennis – not pickleball
- There's no reason to **“Take from Peter to pay Paul.”** Pickleball Alliance can come together with donations to justify and build their own courts

From the Australian Open to Indian Wells, Miami Open and the French Open! Go tennis, go! Tennis is up and still growing at 11% year over year and the fans are loving it.

Thank you for your time.

WRT Steering Committee

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Wood River Tennis  
 c. 208-806-1855  
 e. [woodrivertennis@gmail.com](mailto:woodrivertennis@gmail.com)  
 w. [Wood River Tennis](http://WoodRiverTennis.com)  
*"Tennis for Everyone"*



**CALL TO ORDER:** *(00:00:25 in video)*

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

**ROLL CALL:**

Mayor Neil Bradshaw  
Michael David  
Amanda Breen  
Courtney Hamilton  
Jim Slanetz

**ALSO PRESENT:**

Jade Riley—City Administrator  
Trent Donat—City Clerk & Business Manager  
Lisa Enourato—Public Affairs & Administrative Services Manager  
Morgan Landers—Director of Planning and Building  
Matt Johnson—City Attorney  
Carissa Connelly—Housing Director

**COMMUNICATIONS FROM MAYOR AND COUNCIL:** *(00:00:48 in video)*

- Amanda Breen mentioned roundabouts, separate bike lanes and convenience and safety for the public she witnessed in Provo Utah. She wants to continue to push ITD for roundabouts south of town. *(00:00:52 in video)*
- Michael David agreed with Amanda in continuing to push for roundabouts. *(00:02:12 in video)*
- Courtney Hamilton commented on the return of the farmers market being in town and what a benefit it will be. *(00:02:22 in video)*
- Jim Slanetz agreed about the farmers market adding to vibrancy in town. *(00:02:57 in video)*
- Mayor Neil Bradshaw thanked the community for participating in the survey for the housing initiative. *(00:03:19 in video)*



**CONSENT AGENDA:** *(00:03:50 in video)*

**Motion to approve consent agenda items 2-12** *(00:04:00 in video)*

**MOVER:** Courtney Hamilton

**SECONDER:** Michael David

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

**RESULT: ADOPTED UNANIMOUS**

**PUBLIC HEARING:**

13. Discussion regarding potential May LOT election and first reading of Ordinance 1244 and 1245 Presented by: City Administrator Jade Riley *(00:05:12 in video)*

**Discussion, comments, and questions by Council** *(00:12:51 in video)*

**Public Comment:**

Ed Simon—*(00:18:50 in video)*

Kristen Poole—*(00:20:57 in video)*

Keith Perry & Gretchen Gorham—*(00:22:52 in video)*

Perry Boyle—*(00:25:05 in video)*

**PUBLIC HEARING CLOSED** *(00:28:00 in video)*

**Questions and comments and discussion by Council** *(00:28:55 in meeting)*

**Motion to approve the first reading of Ordinance 1244 read by title only** *(00:47:03 in video)*

**MOVER:** Michael David

**SECONDER:** Amanda Breen

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

**RESULT: ADOPTED UNANIMOUS**

**First Reading of Ordinance 1244 by title only:** City Clerk and Business Administrator Trent Donat *(00:47:33 in video)*

**NEW BUSINESS:**

15. Housing Update Presented by: Housing Director Carissa Connelly *(00:48:37 in video)*

Mayor Neil Bradshaw commented on presentation *(00:51:10 in video)*

**Questions and comments by Council:** *(00:53:48 in video)*

14. Discussion and direction regarding process for approving FAR Exceedance Agreements.  
Presented by: Director of Planning and Building Morgan Landers *(01:04:00 in video)*

**Questions and comments by Council:** *(01:12:23 in video)*

**ADJOURNMENT:**

**Motion to adjourn at 5:30pm**

**MOVER:** Michael David

**SECONDER:** Amanda Breen

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

**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>ADMINISTRATIVE SERVICES</b>                         |                |                                |                    |                       |
| <b>01-4150-3100 OFFICE SUPPLIES &amp; POSTAGE</b>      |                |                                |                    |                       |
| APEX INTEGRATED SECURITY S                             | 00036905       | SMARTCARDS                     | 212.50             |                       |
| BUSINESS AS USUAL INC.                                 | 157168         | SHARPIE HIGHLIGHTERS           | 15.35              |                       |
| CHATEAU DRUG CENTER                                    | 2657810        | DESCALING, BATTERIES, HOOK     | 40.82              |                       |
| CHATEAU DRUG CENTER                                    | 2658053        | COMMAND STRIP                  | 4.74               |                       |
| COPY & PRINT, L.L.C.                                   | 124911         | PENS POS 9530                  | 53.21              |                       |
| COPY & PRINT, L.L.C.                                   | 125131         | BINDERS POS 10107              | 181.68             |                       |
| GEM STATE PAPER & SUPPLY                               | 1089211-01     | KLEENEX                        | 54.57              |                       |
| <b>01-4150-4200 PROFESSIONAL SERVICES</b>              |                |                                |                    |                       |
| KETCHUM COMPUTERS, INC.                                | 19370          | ADMINISTRATION                 | 4,457.75           |                       |
| <b>01-4150-4800 DUES, SUBSCRIPTIONS &amp; MEMBERSH</b> |                |                                |                    |                       |
| ICCTFOA                                                | 013023         | Membership Dues                | 50.00              |                       |
| <b>01-4150-4902 TRAINNG/TRVL/MTG-CITY ADM/ASST</b>     |                |                                |                    |                       |
| DONAT, TRENT                                           | 01052023       | MILEAGE-BOISE/JEROME           | 263.97             |                       |
| <b>01-4150-5100 TELEPHONE &amp; COMMUNICATIONS</b>     |                |                                |                    |                       |
| CENTURY LINK                                           | 20872565574 2  | 2087265574 240B 011323         | 61.55              |                       |
| CENTURY LINK                                           | 2087264135 86  | 2087264135 862B 011323         | 947.72             |                       |
| SYRINGA NETWORKS, LLC                                  | 23JAN0317      | 020303 010123                  | 4,500.00           |                       |
| COX BUSINESS                                           | 0012401050589  | 0012401050589901 010623        | 173.39             |                       |
| <b>01-4150-5110 COMPUTER NETWORK</b>                   |                |                                |                    |                       |
| CDW GOVERNMENT, INC.                                   | GC70395        | 7354547 011223                 | 2,802.92           |                       |
| INTEGRATED TECHNOLOGIES                                | 207702         | CO00 CITY OF KETCHUM-02 011623 | 473.26             |                       |
| KETCHUM COMPUTERS, INC.                                | 19370          | ADMIN HARDWARE                 | 1,554.30           |                       |
| UPS STORE #2444                                        | 1Z2Y292X039    | DELL EQUIPMENT RETURNS         | 296.86             |                       |
| DELL FINANCIAL SERVICES                                | 2389781        | LEASE RENEWAL                  | 70.34              |                       |
| DELL FINANCIAL SERVICES                                | 2397544        | LEASE RENTAL                   | 1,465.97           |                       |
| DELL FINANCIAL SERVICES                                | 2400669        | LEASE RENEWAL                  | 14.40              |                       |
| LEAF                                                   | 14194066       | 100-6877711-001 JAN 23         | 829.28             |                       |
| <b>01-4150-5150 COMMUNICATIONS</b>                     |                |                                |                    |                       |
| SNEE, MOLLY                                            | 2302           | JANUARY RETAINER FEE           | 4,150.00           |                       |
| WOOD RIVER MEDIA                                       | MC-122121687   | WINTER PARKING PILOT PROGRAM   | 600.00             |                       |
| <b>01-4150-5200 UTILITIES</b>                          |                |                                |                    |                       |
| CITY OF KETCHUM                                        | JANUARY 202    | 208                            | 403.55             |                       |
| CITY OF KETCHUM                                        | JANUARY 202    | 772                            | 66.88              |                       |
| CITY OF KETCHUM                                        | JANUARY 202    | 9994                           | 216.39             |                       |
| CITY OF KETCHUM                                        | JANUARY 202    | 360                            | 56.39              |                       |
| IDAHO POWER                                            | 2203990334 01  | 2203990334 011223              | 99.27              |                       |
| IDAHO POWER                                            | 2206570869 01  | 2206570869 011223              | 5.31               |                       |
| <b>01-4150-6500 CONTRACTS FOR SERVICES</b>             |                |                                |                    |                       |
| FORSGREN ASSOCIATES, INC.                              | 222667         | Engineering Services           | 2,635.00           |                       |

| Vendor Name                                                  | Invoice Number | Description                                       | Net Invoice Amount | Purchase Order Number |
|--------------------------------------------------------------|----------------|---------------------------------------------------|--------------------|-----------------------|
| <b>01-4150-7400 OFFICE FURNITURE &amp; EQUIPMENT COVERED</b> |                |                                                   |                    |                       |
|                                                              | 3343           | BLACKOUT ROLLER SHADE                             | 1,507.20           |                       |
| Total ADMINISTRATIVE SERVICES:                               |                |                                                   | 28,264.57          |                       |
| <b>LEGAL</b>                                                 |                |                                                   |                    |                       |
| <b>01-4160-4200 PROFESSIONAL SERVICES</b>                    |                |                                                   |                    |                       |
| WHITE PETERSON                                               | 24892R 123122  | General Services 24892R 023122                    | 12,531.00          |                       |
| <b>01-4160-4270 CITY PROSECUTOR</b>                          |                |                                                   |                    |                       |
| ALLINGTON, ESQ., FREDERICK                                   | 120295         | Monthly Prosecutor Payment                        | 3,883.33           |                       |
| Total LEGAL:                                                 |                |                                                   | 16,414.33          |                       |
| <b>PLANNING &amp; BUILDING</b>                               |                |                                                   |                    |                       |
| <b>01-4170-3100 OFFICE SUPPLIES &amp; POSTAGE</b>            |                |                                                   |                    |                       |
| COPY & PRINT, L.L.C.                                         | 125053         | LAMINATE, SELF-SEAL                               | 110.78             |                       |
| COPY & PRINT, L.L.C.                                         | 125095         | AVERY SHEET PROTECTORS: POS 9993                  | 24.63              |                       |
| COPY & PRINT, L.L.C.                                         | 125133         | DESK RACK LLR: POS 10108                          | 20.99              |                       |
| <b>01-4170-4200 PROFESSIONAL SERVICES</b>                    |                |                                                   |                    |                       |
| KETCHUM COMPUTERS, INC.                                      | 19370          | PLANNING & BUILDING                               | 1,988.25           |                       |
| <b>01-4170-4970 TRAINING/TRAVEL/MTG-P&amp;Z COMM</b>         |                |                                                   |                    |                       |
| NICOLAI, HEATHER                                             | R 012623       | ATKINSONS PURCHASE REIMBURSEMENT-EXTENDED MEETING | 143.17             |                       |
| Total PLANNING & BUILDING:                                   |                |                                                   | 2,287.82           |                       |
| <b>NON-DEPARTMENTAL</b>                                      |                |                                                   |                    |                       |
| <b>01-4193-4200 PROFESSIONAL SERVICE</b>                     |                |                                                   |                    |                       |
| DIXON RESOURCES UNLIMITED                                    | 3439           | ON-CALL PARKING SUPPORT SERVICE JAN 23            | 4,733.75           |                       |
| Total NON-DEPARTMENTAL:                                      |                |                                                   | 4,733.75           |                       |
| <b>FACILITY MAINTENANCE</b>                                  |                |                                                   |                    |                       |
| <b>01-4194-3500 MOTOR FUELS &amp; LUBRICANTS</b>             |                |                                                   |                    |                       |
| CHRISTENSEN INC.                                             | 1011204        | 38950 011523                                      | 1,176.80           |                       |
| <b>01-4194-4200 PROFESSIONAL SERVICES</b>                    |                |                                                   |                    |                       |
| BIG WOOD LANDSCAPE, INC.                                     | 27692          | SNOW REMOVAL FY 2023                              | 836.25             | 23031                 |
| BIG WOOD LANDSCAPE, INC.                                     | 27693          | SNOW REMOVAL FY 2023                              | 1,380.00           | 23031                 |
| BIG WOOD LANDSCAPE, INC.                                     | 27694          | SNOW REMOVAL FY 2023                              | 891.75             | 23031                 |
| BIG WOOD LANDSCAPE, INC.                                     | 27695          | SNOW REMOVAL FY 2023                              | 774.75             | 23031                 |
| BIG WOOD LANDSCAPE, INC.                                     | 27696          | SNOW REMOVAL FY 2023                              | 804.75             | 23031                 |
| BIG WOOD LANDSCAPE, INC.                                     | 27697          | SNOW REMOVAL FY 2023                              | 1,282.00           | 23031                 |
| BIG WOOD LANDSCAPE, INC.                                     | 27698          | SNOW REMOVAL FY 2023                              | 4,100.00           | 23031                 |
| BIG WOOD LANDSCAPE, INC.                                     | 27699          | SNOW REMOVAL FY 2023                              | 2,625.00           | 23031                 |
| BIG WOOD LANDSCAPE, INC.                                     | 27700          | SNOW REMOVAL FY 2023                              | 1,147.50           | 23031                 |
| BIG WOOD LANDSCAPE, INC.                                     | 27701          | SNOW REMOVAL FY 2023                              | 1,147.50           | 23031                 |
| BIG WOOD LANDSCAPE, INC.                                     | 27702          | SNOW REMOVAL FY 2023                              | 2,227.50           | 23031                 |
| BIG WOOD LANDSCAPE, INC.                                     | 27703          | SNOW REMOVAL FY 2023                              | 807.00             | 23031                 |
| KETCHUM COMPUTERS, INC.                                      | 19370          | FACILITY MAINT                                    | 148.50             |                       |

| Vendor Name                                                | Invoice Number | Description                               | Net Invoice Amount | Purchase Order Number |
|------------------------------------------------------------|----------------|-------------------------------------------|--------------------|-----------------------|
| LUTZ RENTALS                                               | 138870-1       | FORKLIFT, FUEL                            | 152.67             |                       |
| LUTZ RENTALS                                               | C2395          | OVERPAYMENT ON 137051-1                   | 170.64             |                       |
| <b>01-4194-4210 PROFESSIONAL SERVC-CITY TREES</b>          |                |                                           |                    |                       |
| WEBB LANDSCAPING                                           | K-IN-177165    | X-MAS TREE                                | 399.99             |                       |
| <b>01-4194-5200 UTILITIES</b>                              |                |                                           |                    |                       |
| CITY OF KETCHUM                                            | JANUARY 202    | 9995                                      | 43.65              |                       |
| CITY OF KETCHUM                                            | JANUARY 202    | 532                                       | 61.40              |                       |
| CITY OF KETCHUM                                            | JANUARY 202    | 536                                       | 130.95             |                       |
| CITY OF KETCHUM                                            | JANUARY 202    | 9996                                      | 56.40              |                       |
| CITY OF KETCHUM                                            | JANUARY 202    | 560                                       | 14.55              |                       |
| CITY OF KETCHUM                                            | JANUARY 202    | 1127                                      | 14.55              |                       |
| CITY OF KETCHUM                                            | JANUARY 202    | 9991                                      | 57.65              |                       |
| CITY OF KETCHUM                                            | JANUARY 202    | 456                                       | 14.55              |                       |
| CITY OF KETCHUM                                            | JANUARY 202    | 1245                                      | 41.85              |                       |
| IDAHO POWER                                                | 2203313446 01  | 2203313446 011123                         | 5.31               |                       |
| INTERMOUNTAIN GAS                                          | 32649330001 0  | 130 S 1 AVE                               | 36.20              |                       |
| <b>01-4194-5900 REPAIR &amp; MAINTENANCE-BUILDINGS</b>     |                |                                           |                    |                       |
| A.C. HOUSTON LUMBER CO.                                    | 2210-501518    | GORILLA TAPE, FROG TAPE, TROWEL, SPREADER | 71.40              |                       |
| <b>01-4194-5910 REPAIR &amp; MAINT-491 SV ROAD</b>         |                |                                           |                    |                       |
| BIG WOOD LANDSCAPE, INC.                                   | 27704          | SNOW REMOVAL FY 2023                      | 1,147.50           | 23031                 |
| CENTURY LINK                                               | 2087250932 03  | 2087250932 035B 010423                    | 59.90              |                       |
| CITY OF KETCHUM                                            | JANUARY 202    | 192                                       | 364.24             |                       |
| GEM STATE PAPER & SUPPLY                                   | 1088420        | TISSUE, PAPER TOWELS                      | 103.74             |                       |
| GEM STATE PAPER & SUPPLY                                   | 1088420-01     | PINESOL                                   | 49.46              |                       |
| GEM STATE PAPER & SUPPLY                                   | 1089275        | TRASH BAGS, HANDWASH, TISSUE              | 925.92             |                       |
| <b>01-4194-5950 REPAIR &amp; MAINT-WARM SPRINGS PR</b>     |                |                                           |                    |                       |
| A.C. HOUSTON LUMBER CO.                                    | 2211-503704    | 4*8 CDX EXP 4 PLY                         | 281.60             |                       |
| A.C. HOUSTON LUMBER CO.                                    | 2211-507855    | PADLOCK                                   | 15.99              |                       |
| CLEAR CREEK LAND CO. LLC                                   | 0000037041     | OLD GEEZER ALLY                           | 231.00             |                       |
| RIVER RUN AUTO PARTS                                       | 6538-187184    | FUEL STABALIZER                           | 31.90              |                       |
| <b>01-4194-6100 REPAIR &amp; MAINT--MACHINERY &amp; EQ</b> |                |                                           |                    |                       |
| RIVER RUN AUTO PARTS                                       | 6538-187276    | DE-ICER, SUPER LUB.                       | 30.13              |                       |
| HIGH DESERT BOBCAT                                         | W01812         | TURBO BOOT, LEAK FIX                      | 1,264.21           |                       |
| <b>01-4194-6950 MAINTENANCE</b>                            |                |                                           |                    |                       |
| A.C. HOUSTON LUMBER CO.                                    | 2211-503884    | BACKER ROD, WEATHER STRIP, ETC            | 33.37              |                       |
| A.C. HOUSTON LUMBER CO.                                    | 2301-533616    | CABLE TIES                                | 44.94              |                       |
| A.C. HOUSTON LUMBER CO.                                    | 2301-533649    | TRASH CAN                                 | 24.69              |                       |
| CHATEAU DRUG CENTER                                        | 2628290        | FIRE PITS TARP, CORD                      | 16.13              |                       |
| CHATEAU DRUG CENTER                                        | 2631294        | WIRE TIE, FIRESTARTER                     | 8.53               |                       |
| CHATEAU DRUG CENTER                                        | 2631353        | ELEC TAPE, EXT CORD                       | 27.53              |                       |
| LUTZ RENTALS                                               | 136743-1       | DIESEL-PULLED CORRECTION                  | 5.40               |                       |
| PIPECO, INC.                                               | S4883043.001   | WOOD HANDLE                               | 27.04              |                       |
| PIPECO, INC.                                               | S4884780.001   | BANNER PVC PIPE                           | 36.53              |                       |
| RIVER RUN AUTO PARTS                                       | 6538-187249    | LOW VOC BRK CLNR                          | 5.29               |                       |
| Total FACILITY MAINTENANCE:                                |                |                                           | 25,014.82          |                       |
| <b>POLICE</b>                                              |                |                                           |                    |                       |
| <b>01-4210-3500 MOTOR FUELS &amp; LUBRICANTS</b>           |                |                                           |                    |                       |
| CHRISTENSEN INC.                                           | 1011217        | 39060 011523                              | 418.54             |                       |

| Vendor Name                                            | Invoice Number | Description                                         | Net Invoice Amount | Purchase Order Number |
|--------------------------------------------------------|----------------|-----------------------------------------------------|--------------------|-----------------------|
| <b>01-4210-3610 PARKING OPS PROCESSING FEES</b>        |                |                                                     |                    |                       |
| FLASHPARKING INC                                       | CM1650         | CREDIT MEMO-DECEMBER 22                             | 737.00-            |                       |
| FLASHPARKING INC                                       | CM1651         | CREDIT MEMO-JAN 23                                  | 737.00-            |                       |
| FLASHPARKING INC                                       | INV932638      | Subscription/Support/Usage Fee                      | 737.00             |                       |
| <b>01-4210-3620 PARKING OPS EQUIPMENT FEES</b>         |                |                                                     |                    |                       |
| FLASHPARKING INC                                       | INV929210      | Subscription/Support/Usage Fee                      | 737.00             |                       |
| <b>01-4210-4250 PROF.SERVICES-BCSO CONTRACT</b>        |                |                                                     |                    |                       |
| BLAINE COUNTY CLERK/RECOR                              | 201061         | BCSO Law Enforcement Services                       | 145,144.75         |                       |
| RIVER RUN AUTO PARTS                                   | 6538-185249    | DIESEL EXH FLUID                                    | 26.95              |                       |
| <b>01-4210-5100 TELEPHONE &amp; COMMUNICATIONS</b>     |                |                                                     |                    |                       |
| CENTURY LINK                                           | 2087267848 10  | 2087267848 105B 011323                              | 142.18             |                       |
| <b>01-4210-6000 REPAIR &amp; MAINT--AUTOMOTIVE EQU</b> |                |                                                     |                    |                       |
| DICK YORK'S AUTO SERVICE                               | 92819          | COMPLETE LUBE & OIL SERVICE                         | 101.69             |                       |
| Total POLICE:                                          |                |                                                     | <u>145,834.11</u>  |                       |
| <b>FIRE &amp; RESCUE</b>                               |                |                                                     |                    |                       |
| <b>01-4230-3200 OPERATING SUPPLIES FIRE</b>            |                |                                                     |                    |                       |
| A.C. HOUSTON LUMBER CO.                                | 2301-525861    | MISC ITEMS FOR FACILITY - MOP STICK WOOD SCREWS ETC | 24.88              |                       |
| A.C. HOUSTON LUMBER CO.                                | 2301-530108    | FOLDING STEEL SAWHORSE                              | 67.98              |                       |
| ATKINSONS' MARKET                                      | 0404311091     | CLEANING SUPPLIES - DISH SOAP                       | 7.84               |                       |
| ATKINSONS' MARKET                                      | 0404313132     | White Cloud Rive                                    | 27.54              |                       |
| ATKINSONS' MARKET                                      | 0404315773     | CLEANING SUPPLIES                                   | 21.67              |                       |
| ATKINSONS' MARKET                                      | 0606644720     | WHITE CLOUD RIVE                                    | 27.54              |                       |
| BUSINESS AS USUAL INC.                                 | 160922         | MISC OFFICE SUPPLIES                                | 27.35              |                       |
| CHATEAU DRUG CENTER                                    | 2657413        | PADS FOR CHAIR LEGS                                 | 10.43              |                       |
| GEM STATE PAPER & SUPPLY                               | 1088245        | CLEANER                                             | 22.46              |                       |
| GEM STATE PAPER & SUPPLY                               | 1089520        | COPY PAPER                                          | 38.32              |                       |
| INTEGRATED TECHNOLOGIES                                | 207239         | M7892-01 010823                                     | 8.17               |                       |
| LIGHTHOUSE UNIFORMS INC                                | A-309438       | UNIFORM PACKAGE                                     | 2,940.40           |                       |
| LIGHTHOUSE UNIFORMS INC                                | A-309439       | UNIFORM PACKAGE                                     | 2,944.40           |                       |
| <b>01-4230-3210 OPERATING SUPPLIES EMS</b>             |                |                                                     |                    |                       |
| A.C. HOUSTON LUMBER CO.                                | 2301-525861    | MISC ITEMS FOR FACILITY - MOP STICK WOOD SCREWS ETC | 24.88              |                       |
| ATKINSONS' MARKET                                      | 0404311091     | CLEANING SUPPLIES - DISH SOAP                       | 7.83               |                       |
| ATKINSONS' MARKET                                      | 0404313132     | White Cloud Rive                                    | 27.54              |                       |
| ATKINSONS' MARKET                                      | 0404315773     | CLEANING SUPPLIES                                   | 21.67              |                       |
| ATKINSONS' MARKET                                      | 0606644720     | WHITE CLOUD RIVE                                    | 27.54              |                       |
| BOUNDTREE MEDICAL                                      | 84548945       | IODINE                                              | 16.57              |                       |
| BOUNDTREE MEDICAL                                      | 84816080       | STRAPS                                              | 685.94             |                       |
| BOUNDTREE MEDICAL                                      | 84817642       | PATIENT TRANSPORTER                                 | 207.50             |                       |
| BUSINESS AS USUAL INC.                                 | 160922         | MISC OFFICE SUPPLIES                                | 27.35              |                       |
| CHATEAU DRUG CENTER                                    | 2657413        | PADS FOR CHAIR LEGS                                 | 10.43              |                       |
| GEM STATE PAPER & SUPPLY                               | 1088245        | CLEANER                                             | 22.46              |                       |
| GEM STATE PAPER & SUPPLY                               | 1089520        | COPY PAPER                                          | 38.33              |                       |
| INTEGRATED TECHNOLOGIES                                | 207239         | M7892-01 010823                                     | 8.17               |                       |
| NORCO                                                  | 36503415       | HYDRO AND INSP OF SCBA CYL                          | 261.99             |                       |
| NORCO                                                  | 36551843       | CYLINDERS                                           | 160.56             |                       |
| NORCO                                                  | 36673069       | CYLINDER                                            | 74.40              |                       |
| NORCO                                                  | 36674147       | CYLINDER RENTAL                                     | 181.35             |                       |
| ZOLL MEDICAL CORPORATION                               | 90055448       | Preventative Maintenance                            | 765.00             |                       |

| Vendor Name                                                | Invoice Number | Description                            | Net Invoice Amount | Purchase Order Number |
|------------------------------------------------------------|----------------|----------------------------------------|--------------------|-----------------------|
| HENRY SCHEIN                                               | 32251424       | EMS MEDICAL SUPPLIES                   | 178.97             |                       |
| HENRY SCHEIN                                               | 32345547       | EMS MEDICAL DRUGS                      | 816.75             |                       |
| HENRY SCHEIN                                               | 32360619       | EMS SUPPLIES                           | 54.69              |                       |
| <b>01-4230-3500 MOTOR FUELS &amp; LUBRICANTS FIRE</b>      |                |                                        |                    |                       |
| CHRISTENSEN INC.                                           | 1011104        | 37267 011523                           | 409.30             |                       |
| <b>01-4230-3510 MOTOR FUELS &amp; LUBRICANTS EMS</b>       |                |                                        |                    |                       |
| CHRISTENSEN INC.                                           | 1011104        | 37267 011523                           | 409.29             |                       |
| <b>01-4230-4200 PROFESSIONAL SERVICES FIRE</b>             |                |                                        |                    |                       |
| KETCHUM COMPUTERS, INC.                                    | 19370          | FIRE & RESCUE                          | 693.00             |                       |
| <b>01-4230-4910 TRAINING EMS</b>                           |                |                                        |                    |                       |
| MINIDOKA MEMORIAL HOSPITA                                  | 13-03787       | CPR E-CARD PURCHASE                    | 525.00             |                       |
| <b>01-4230-4920 TRAINING-FACILITY</b>                      |                |                                        |                    |                       |
| IDAHO POWER                                                | 2224210258 01  | 2224210258 010723                      | 47.76              |                       |
| COX BUSINESS                                               | 0012401047339  | 0012401047339201 123022                | 99.79              |                       |
| <b>01-4230-5100 TELEPHONE &amp; COMMUNICATION FIRE</b>     |                |                                        |                    |                       |
| BLAINE COUNTY EMERGENCY                                    | KFDPSS23-1     | RADIO IP SOFTWARE LICENSES             | 600.00             |                       |
| COX BUSINESS                                               | 0012401049446  | 0012401049446101 122922                | 123.25             |                       |
| 49 ER COMMUNICATIONS INC.                                  | 67913          | COMMUNICATIONS - PUBLIC SAFETY SPEAKER | 363.48             |                       |
| GARMIN SERVICES, INC                                       | DL27116930     | INREACH BYTES, USAGE                   | 25.90              |                       |
| <b>01-4230-5110 TELEPHONE &amp; COMMUNICATION EMS</b>      |                |                                        |                    |                       |
| BLAINE COUNTY EMERGENCY                                    | KFDPSS23-1     | RADIO IP SOFTWARE LICENSES             | 600.00             |                       |
| COX BUSINESS                                               | 0012401049446  | 0012401049446101 122922                | 123.25             |                       |
| 49 ER COMMUNICATIONS INC.                                  | 67913          | COMMUNICATIONS - PUBLIC SAFETY SPEAKER | 363.47             |                       |
| GARMIN SERVICES, INC                                       | DL27116930     | INREACH BYTES, USAGE                   | 25.90              |                       |
| <b>01-4230-5200 UTILITIES</b>                              |                |                                        |                    |                       |
| CITY OF KETCHUM                                            | JANUARY 202    | 2307                                   | 152.55             |                       |
| <b>01-4230-6000 REPAIR &amp; MAINT-AUTO EQUIP FIRE</b>     |                |                                        |                    |                       |
| A.C. HOUSTON LUMBER CO.                                    | 2208-966219    | MASONRY DRILL BIT & WEDGE ANCH         | 21.68              |                       |
| ALSCO - AMERICAN LINEN DIVI                                | LBOI2048112    | SHOP TOWELS                            | 15.20              |                       |
| RIVER RUN AUTO PARTS                                       | 6538-186730    | DRIP TRAY                              | 8.48               |                       |
| RIVER RUN AUTO PARTS                                       | 6538-186991    | EXHAUST REPAIR                         | 9.11               |                       |
| <b>01-4230-6010 REPAIR &amp; MAINT-AUTO EQUIP EMS</b>      |                |                                        |                    |                       |
| A.C. HOUSTON LUMBER CO.                                    | 2208-966219    | MASONRY DRILL BIT & WEDGE ANCH         | 21.69              |                       |
| ALSCO - AMERICAN LINEN DIVI                                | LBOI2048112    | SHOP TOWELS                            | 15.20              |                       |
| RIVER RUN AUTO PARTS                                       | 6538-186730    | DRIP TRAY                              | 8.47               |                       |
| RIVER RUN AUTO PARTS                                       | 6538-186991    | EXHAUST REPAIR                         | 9.11               |                       |
| <b>01-4230-6100 REPAIR &amp; MAINT--MACHINERY &amp; EQ</b> |                |                                        |                    |                       |
| A.C. HOUSTON LUMBER CO.                                    | 2301-527260    | EQUIPMENT - SHOVEL SNOW ROOF           | 23.00              |                       |
| ELITE EXTRICATION & EQUIPM                                 | 870            | ANNUAL STORM TOOL SERVICE              | 300.00             |                       |
| <b>01-4230-6110 REPAIR &amp; MAINT--MACHINERY &amp; EQ</b> |                |                                        |                    |                       |
| A.C. HOUSTON LUMBER CO.                                    | 2301-527260    | EQUIPMENT - SHOVEL SNOW ROOF           | 22.99              |                       |
| ELITE EXTRICATION & EQUIPM                                 | 870            | ANNUAL STORM TOOL SERVICE              | 300.00             |                       |
| <b>01-4230-6900 OTHER PURCHASED SERVICES FIRE</b>          |                |                                        |                    |                       |
| IDAHO FIRE CHIEF'S ASSOCIATI                               | 02562          | MEMBER APPLICATION                     | 55.00              |                       |
| MOUNTAIN FIRE SPRINKLER                                    | 3414           | BUILDING INSPECTION                    | 197.50             |                       |

| Vendor Name                                                | Invoice Number | Description                        | Net Invoice Amount | Purchase Order Number |
|------------------------------------------------------------|----------------|------------------------------------|--------------------|-----------------------|
| <b>01-4230-6910 OTHER PURCHASED SERVICES EMS</b>           |                |                                    |                    |                       |
| IDAHO FIRE CHIEF'S ASSOCIATI                               | 02562          | MEMBER APPLICATION                 | 55.00              |                       |
| MOUNTAIN FIRE SPRINKLER                                    | 3414           | BUILDING INSPECTION                | 197.50             |                       |
| Total FIRE & RESCUE:                                       |                |                                    | 15,610.77          |                       |
| <b>STREET</b>                                              |                |                                    |                    |                       |
| <b>01-4310-3200 OPERATING SUPPLIES</b>                     |                |                                    |                    |                       |
| ATKINSONS' MARKET                                          | 08589554       | BISCUITS GRAVY, MUFFINS            | 30.30              |                       |
| BUSINESS AS USUAL INC.                                     | 159717         | SHOP OFFICE SUPPLES                | 78.80              |                       |
| BUSINESS AS USUAL INC.                                     | 160744         | HIGHLIGHTERS                       | 10.85              |                       |
| D & B SUPPLY INC.                                          | 41226          | SHIRTS & BOOTS                     | 307.94             |                       |
| DAVIS EMBROIDERY INC.                                      | 41698          | EMBRD SHIRTS-STREETS & FACILITIES  | 120.00             |                       |
| GEM STATE PAPER & SUPPLY                                   | 1087392-02     | WITE-OUT TAPE                      | 17.20              |                       |
| GEM STATE PAPER & SUPPLY                                   | 1087392-03     | POST-IT FLAGS/DISPENSER            | 11.66              |                       |
| GEM STATE PAPER & SUPPLY                                   | 1089314        | SPOONS                             | 3.51               |                       |
| WAKE UP AND LIVE, INC.                                     | 13172          | Breakfast for Snow Crew-DECEMBER   | 1,057.00           |                       |
| <b>01-4310-3400 MINOR EQUIPMENT</b>                        |                |                                    |                    |                       |
| GRAINGER, INC., W.W.                                       | 9551832745     | PUMP AND JUG FOR DEF               | 297.02             |                       |
| NAPA AUTO PARTS                                            | 133644         | BOOSTER PACK                       | 199.00             |                       |
| <b>01-4310-3500 MOTOR FUELS &amp; LUBRICANTS</b>           |                |                                    |                    |                       |
| CHRISTENSEN INC.                                           | 1011106        | 37269 011523                       | 13,582.87          |                       |
| CHRISTENSEN INC.                                           | 214947         | HYDROULIC OIL                      | 1,215.60           |                       |
| <b>01-4310-4200 PROFESSIONAL SERVICES</b>                  |                |                                    |                    |                       |
| HIATT TRUCKING, INC.                                       | 3926           | WINTER 22-23 SNOW HAULING SERVICE  | 25,350.00          | 23042                 |
| HIATT TRUCKING, INC.                                       | 3926           | WINTER 22-23 SNOW HAULING SERVICE  | 10,950.00          |                       |
| KETCHUM COMPUTERS, INC.                                    | 19370          | STREETS                            | 503.25             |                       |
| LUNCFORD EXCAVATION, INC.                                  | 13951          | WINTER 22-23 SNOW HAULING SERVICE  | 1,800.00           |                       |
| LUNCFORD EXCAVATION, INC.                                  | 14095          | WINTER 22-23 SNOW HAULING SERVICE  | 9,750.00           | 23045                 |
| LUNCFORD EXCAVATION, INC.                                  | 14099          | WINTER 22-23 SNOW HAULING SERVICE  | 10,050.00          |                       |
| WESTERN STATES CAT                                         | IN002255662    | SNOW DUMP DOZER                    | 5,988.50           |                       |
| APOLLO CONSTRUCTION LLC                                    | 22-179         | WINTER 22-23 SNOW HAULING SERVICES | 14,060.00          | 23046                 |
| <b>01-4310-5200 UTILITIES</b>                              |                |                                    |                    |                       |
| CITY OF KETCHUM                                            | JANUARY 202    | 9999                               | 57.65              |                       |
| CITY OF KETCHUM                                            | JANUARY 202    | 9993                               | 101.97             |                       |
| IDAHO POWER                                                | 2204882910 01  | 2204882910                         | 717.88             |                       |
| INTERMOUNTAIN GAS                                          | 32649330001 0  | 200 E 10 ST                        | 1,326.00           |                       |
| INTERMOUNTAIN GAS                                          | 32649330001 0  | 911 WARM SPRINGS                   | 459.53             |                       |
| <b>01-4310-6000 REPAIR &amp; MAINT--AUTOMOTIVE EQU</b>     |                |                                    |                    |                       |
| NAPA AUTO PARTS                                            | 132767         | CREDIT-BATTERY CORE                | 151.20-            |                       |
| RIVER RUN AUTO PARTS                                       | 6538-186021    | RANGER BATTERY                     | 149.95             |                       |
| RIVER RUN AUTO PARTS                                       | 6538-187079    | WiNDSHIELD BLADES -DODGE CREW CAB  | 33.90              |                       |
| <b>01-4310-6100 REPAIR &amp; MAINT--MACHINERY &amp; EQ</b> |                |                                    |                    |                       |
| CLEARWATER POWER EQUIPME                                   | 37577          | SPRINGS-F550 PLOW                  | 122.46             |                       |
| FASTANEL COMPANY                                           | IDJER105675    | PLOW BLADES AND BUCKET BOLTS       | 197.30             |                       |
| GRAINGER, INC., W.W.                                       | 9563635946     | SNOW BLOWER BEARINGS               | 82.08              |                       |
| NAPA AUTO PARTS                                            | 071655         | BATTERIES                          | 136.49             |                       |
| NAPA AUTO PARTS                                            | 131309         | WASHER FLUID                       | 34.27              |                       |
| NAPA AUTO PARTS                                            | 132132         | AIR FILTER BLOWER 1                | 125.10             |                       |
| NAPA AUTO PARTS                                            | 132134         | LIGHT FOR BLOWER                   | 18.73              |                       |



| Vendor Name                                        | Invoice Number | Description                                                        | Net Invoice Amount | Purchase Order Number |
|----------------------------------------------------|----------------|--------------------------------------------------------------------|--------------------|-----------------------|
| NAPA AUTO PARTS                                    | 132547         | EQUIPMENT BATTERIES                                                | 662.56             |                       |
| NAPA AUTO PARTS                                    | 132962         | HYDRAULIC FLUID                                                    | 350.50             |                       |
| NAPA AUTO PARTS                                    | 134259         | HYDRAULIC FITTING                                                  | 107.64             |                       |
| RIVER RUN AUTO PARTS                               | 6538-186712    | HEATER KNOB                                                        | 4.99               |                       |
| RIVER RUN AUTO PARTS                               | 6538-186907    | DIESEL EXHAUAT FLUID                                               | 173.70             |                       |
| RIVER RUN AUTO PARTS                               | 6538-186963    | DIESEL EXHAUAT FLUID                                               | 28.95              |                       |
| CHRISTENSEN INC.                                   | 215093         | DIESEL EXHAUST FLUID                                               | 176.00             |                       |
| CHRISTENSEN INC.                                   | 397525         | DIESEL EXHAUST FLUID                                               | 248.60             |                       |
| WESTERN STATES CAT                                 | IN002221556    | WORK LIGHTS SWITCH                                                 | 523.55             |                       |
| WESTERN STATES CAT                                 | IN002253075    | REPLACEMENT MIRROR                                                 | 241.07             |                       |
| WESTERN STATES CAT                                 | IN002271530    | PARTS FOR GRADER                                                   | 797.32             |                       |
| WESTERN STATES CAT                                 | IN002272929    | PARTS FOR GRADER                                                   | 342.28             |                       |
| WESTERN STATES CAT                                 | IN002274437    | BEARINGS-GRADER PARTS                                              | 558.00             |                       |
| COMMERCIAL TIRE                                    | 154560         | WINTER TIRES 966M LOADER - PAYMENT 3                               | 843.00             |                       |
| COMMERCIAL TIRE                                    | 168771         | SPARE TIRE 966 LOADER                                              | 3,954.00           |                       |
| <b>01-4310-6910 OTHER PURCHASED SERVICES</b>       |                |                                                                    |                    |                       |
| ALSCO - AMERICAN LINEN DIVI                        | LBOI2035008    | 200 10TH ST                                                        | 41.64              |                       |
| ALSCO - AMERICAN LINEN DIVI                        | LBOI2042295    | 200 10TH ST                                                        | 41.64              |                       |
| ALSCO - AMERICAN LINEN DIVI                        | LBOI2045968    | 200 10TH ST                                                        | 41.64              |                       |
| ALSCO - AMERICAN LINEN DIVI                        | LBOI2051230    | 200 10TH ST                                                        | 41.64              |                       |
| ALSCO - AMERICAN LINEN DIVI                        | LBOI2053027    | 200 10TH ST                                                        | 41.64              |                       |
| ALSCO - AMERICAN LINEN DIVI                        | LBOI2054814    | 200 10TH ST                                                        | 41.64              |                       |
| NORCO                                              | 36707733       | 53271- OXYGEN, ACETYLENE                                           | 169.95             |                       |
| NORCO                                              | 36859954       | GAS WELDER                                                         | 131.28             |                       |
| <b>01-4310-6930 STREET LIGHTING</b>                |                |                                                                    |                    |                       |
| IDAHO POWER                                        | 2200059315 01  | 2200059315 011123                                                  | 5.31               |                       |
| IDAHO POWER                                        | 2200506786 01  | 2200506786 011123                                                  | 15.35              |                       |
| IDAHO POWER                                        | 2201174667 01  | 2201174667 011123                                                  | 16.20              |                       |
| IDAHO POWER                                        | 2202627564 01  | 2202627564 011123                                                  | 27.14              |                       |
| IDAHO POWER                                        | 2204882910 01  | 2204882910                                                         | 703.05             |                       |
| IDAHO POWER                                        | 2205963446 01  | 2205963446 011123                                                  | 109.85             |                       |
| IDAHO POWER                                        | 2224304721 01  | 2224304721 011123                                                  | 5.31               |                       |
| <b>01-4310-6950 MAINTENANCE &amp; IMPROVEMENTS</b> |                |                                                                    |                    |                       |
| SALTWORX INC                                       | 12623KETCH     | IceKICKER                                                          | 1,443.94           |                       |
| STAR PRODUCTS INC                                  | 56635          | Snow Stakes                                                        | 234.60             |                       |
| Total STREET:                                      |                |                                                                    | 110,919.59         |                       |
| <b>RECREATION</b>                                  |                |                                                                    |                    |                       |
| <b>01-4510-3200 OPERATING SUPPLIES</b>             |                |                                                                    |                    |                       |
| A.C. HOUSTON LUMBER CO.                            | 2301-528222    | ICE MELT, SNOWBRUSH, SPRAY PAINT                                   | 127.97             |                       |
| A.C. HOUSTON LUMBER CO.                            | 2301-528865    | BLADE RECIP CARBIDE TIP 9 IN                                       | 12.99              |                       |
| A.C. HOUSTON LUMBER CO.                            | 2301-534906    | ICE MELT                                                           | 88.00              |                       |
| CHATEAU DRUG CENTER                                | 2653690        | TRANSMITTER                                                        | 23.74              |                       |
| SYSCO                                              | 240156514      | DIAL SOAP                                                          | 60.85              |                       |
| SYSCO                                              | 240216684      | PASTA, KITCHEN SUPPLIES                                            | 348.00             |                       |
| <b>01-4510-3300 RESALE ITEMS-CONCESSION SUPPLY</b> |                |                                                                    |                    |                       |
| ATKINSONS' MARKET                                  | 04310608       | CREAM CHEESE, BLUEBERRIES, BANANA, ETC                             | 70.60              |                       |
| ATKINSONS' MARKET                                  | 05613271       | CHEESE, EGGS, OLIVVE OIL, MAYO, ONIONS, GARLIC, ETC                | 26.56              |                       |
| ATKINSONS' MARKET                                  | 05619248       | APPLES, ORANGES, CANTALOUPE                                        | 34.73              |                       |
| ATKINSONS' MARKET                                  | 06643012       | MINI MARS, SALTINES, SOUR CREAM, CHEESE, TURKEY, POTATOES, ORAGNES | 81.26              |                       |
| ATKINSONS' MARKET                                  | 06645128       | APPLES                                                             | 13.77              |                       |

| Vendor Name                                                | Invoice Number | Description                                                | Net Invoice Amount | Purchase Order Number |
|------------------------------------------------------------|----------------|------------------------------------------------------------|--------------------|-----------------------|
| ATKINSONS' MARKET                                          | 085590140      | CHICKEN, MILK, HOT COCOA                                   | 56.90              |                       |
| ATKINSONS' MARKET                                          | 08585418       | EGGS, BUTER, LEMONS, BLUEBERRIES                           | 17.59              |                       |
| ATKINSONS' MARKET                                          | 08588736       | WHIPPED CREAM, SALT, PEACH, PEPPER, ORANGES                | 31.25              |                       |
| SYSCO                                                      | 0154533        | SALADS-CREDIT                                              | 139.91-            |                       |
| SYSCO                                                      | 240216684      | PASTA, KITCHEN SUPPLIES                                    | 879.79             |                       |
| <b>01-4510-3500 MOTOR FUELS &amp; LUBRICANTS</b>           |                |                                                            |                    |                       |
| LUTZ RENTALS                                               | 1239168-1      | Propane                                                    | 35.12              |                       |
| LUTZ RENTALS                                               | 138934-1       | Propane                                                    | 43.73              |                       |
| LUTZ RENTALS                                               | 139063-1       | Propane                                                    | 33.36              |                       |
| LUTZ RENTALS                                               | 139344-1       | Propane                                                    | 34.24              |                       |
| CHRISTENSEN INC.                                           | 1011105        | 38268 011523                                               | 287.78             |                       |
| <b>01-4510-4200 PROFESSIONAL SERVICE</b>                   |                |                                                            |                    |                       |
| KETCHUM COMPUTERS, INC.                                    | 19370          | PARKS                                                      | 627.00             |                       |
| <b>01-4510-6000 REPAIR &amp; MAINT--AUTOMOTIVE EQU</b>     |                |                                                            |                    |                       |
| CLEARWATER POWER EQUIPME                                   | 37789          | SPRING-TRIP TAP ENDS                                       | 61.23              |                       |
| KETCHUM AUTO INC                                           | 98448          | STARTER                                                    | 341.32             |                       |
| WINDOW WELDER                                              | 159695         | Windshield Tint                                            | 350.00             |                       |
| <b>01-4510-6100 REPAIR &amp; MAINT--MACHINERY &amp; EQ</b> |                |                                                            |                    |                       |
| RIVER RUN AUTO PARTS                                       | 6538-187390    | Wiper Blades                                               | 33.90              |                       |
| Total RECREATION:                                          |                |                                                            | 3,581.77           |                       |
| Total GENERAL FUND:                                        |                |                                                            | 352,661.53         |                       |
| <b>GENERAL CAPITAL IMPROVEMENT FD</b>                      |                |                                                            |                    |                       |
| <b>GENERAL CIP EXPENDITURES</b>                            |                |                                                            |                    |                       |
| <b>03-4193-7100 SUN VALLEY RD MILL &amp; OVERLAY</b>       |                |                                                            |                    |                       |
| GALENA ENGINEERING, INC.                                   | 2301-003       | 1318.189-SUN VALLEY                                        | 1,820.00           |                       |
| CITY OF SUN VALLEY                                         | 2023-1         | SUN VALLEY RD RECONSTRUCTION (JACOBS)                      | 2,112.20           | 22098                 |
| JACOBS ENGINEERING GROUP, I                                | D3576100-014   | Sun Valley Road Rehabilitation Engineering Design Services | 675.00             | 22023                 |
| <b>03-4193-7193 MAIN ST/WARM SPRINGS DESIGN</b>            |                |                                                            |                    |                       |
| HDR ENGINEERING, INC.                                      | 1200493829     | MAIN ST WARM SPRINGS                                       | 3,393.50           | 22112                 |
| HDR ENGINEERING, INC.                                      | 1200493832     | MAIN ST WARM SPRINGS                                       | 5,729.00           | 22112                 |
| Total GENERAL CIP EXPENDITURES:                            |                |                                                            | 13,729.70          |                       |
| Total GENERAL CAPITAL IMPROVEMENT FD:                      |                |                                                            | 13,729.70          |                       |
| <b>ORIGINAL LOT FUND</b>                                   |                |                                                            |                    |                       |
| <b>ORIGINAL LOT TAX</b>                                    |                |                                                            |                    |                       |
| <b>22-4910-6060 EVENTS/PROMOTIONS</b>                      |                |                                                            |                    |                       |
| COPY & PRINT, L.L.C.                                       | CM 7996        | CREDIT MEMO- IV 124815                                     | 79.96-             |                       |
| <b>22-4910-6075 IDAHO DARK SKY ALLIANCE</b>                |                |                                                            |                    |                       |
| IDAHO DARK SKY ALLIANCE                                    | 22003          | FY23 DARK SKY EDUCATION OUTREACH                           | 2,500.00           | 23011                 |
| Total ORIGINAL LOT TAX:                                    |                |                                                            | 2,420.04           |                       |
| Total ORIGINAL LOT FUND:                                   |                |                                                            | 2,420.04           |                       |

| Vendor Name                                        | Invoice Number | Description                                      | Net Invoice Amount | Purchase Order Number |
|----------------------------------------------------|----------------|--------------------------------------------------|--------------------|-----------------------|
| <b>ADDITIONAL1%-LOT FUND</b>                       |                |                                                  |                    |                       |
| <b>ADDITIONAL 1%-LOT</b>                           |                |                                                  |                    |                       |
| <b>25-4910-4220 SUN VALLEY AIR SERVICE BOARD</b>   |                |                                                  |                    |                       |
| SUN VALLEY AIR SERVICE BOA                         | 020123         | DECEMBER MOS 2022                                | 429,539.04         |                       |
| SUN VALLEY AIR SERVICE BOA                         | R 011723       | FUND BALANCE CARRY OVER FY 22 NOT BUDGETED       | 904,900.44         |                       |
| Total ADDITIONAL 1%-LOT:                           |                |                                                  | 1,334,439.48       |                       |
| Total ADDITIONAL1%-LOT FUND:                       |                |                                                  | 1,334,439.48       |                       |
| <b>CITY/COUNTY HOUSING</b>                         |                |                                                  |                    |                       |
| <b>CITY/COUNTY HOUSING EXPENSE</b>                 |                |                                                  |                    |                       |
| <b>54-4410-4220 EMERGENCY HOUSING</b>              |                |                                                  |                    |                       |
| ATKINSONS' MARKET                                  | 01497622       | PLATES                                           | 12.13              |                       |
| Total CITY/COUNTY HOUSING EXPENSE:                 |                |                                                  | 12.13              |                       |
| Total CITY/COUNTY HOUSING:                         |                |                                                  | 12.13              |                       |
| <b>WATER FUND</b>                                  |                |                                                  |                    |                       |
| <b>63-3700-3600 REFUNDS &amp; REIMBURSEMENTS</b>   |                |                                                  |                    |                       |
| BOE, GRETCHEN                                      | R 011823       | OVERPAYMENT-REFUND #230                          | 56.19              |                       |
| Total :                                            |                |                                                  | 56.19              |                       |
| <b>WATER EXPENDITURES</b>                          |                |                                                  |                    |                       |
| <b>63-4340-3200 OPERATING SUPPLIES</b>             |                |                                                  |                    |                       |
| ALSCO - AMERICAN LINEN DIVI                        | LBOI2051238    | 110 RIVER RANCH RD - WATER                       | 60.59              |                       |
| ALSCO - AMERICAN LINEN DIVI                        | LBOI2054820    | 110 RIVER RANCH RD - ADMIN                       | 24.26              |                       |
| ALSCO - AMERICAN LINEN DIVI                        | LBOI2054822    | 110 RIVER RANCH RD - WATER                       | 60.59              |                       |
| ALSCO - AMERICAN LINEN DIVI                        | LOBI2051236    | 110 RIVER RANCH RD - ADMIN                       | 24.26              |                       |
| TREASURE VALLEY COFFEE INC                         | 2160:08752674  | SQWINCHER STIX                                   | 60.50              |                       |
| USA BLUEBOOK                                       | 240964         | HACH DPD 1                                       | 512.82             |                       |
| <b>63-4340-3400 MINOR EQUIPMENT</b>                |                |                                                  |                    |                       |
| A.C. HOUSTON LUMBER CO.                            | 2301-5326      | CERAM TOWER HEATER, OSCILLATING PARABOLIC HEATER | 135.98             |                       |
| <b>63-4340-3500 MOTOR FUELS &amp; LUBRICANTS</b>   |                |                                                  |                    |                       |
| CHRISTENSEN INC.                                   | 1011108        | 37271 - Water Dept                               | 399.18             |                       |
| <b>63-4340-3800 CHEMICALS</b>                      |                |                                                  |                    |                       |
| GEM STATE WELDERS SUPPLY,I                         | 844008         | Hypochlorite Solution                            | 558.00             |                       |
| <b>63-4340-4200 PROFESSIONAL SERVICES</b>          |                |                                                  |                    |                       |
| KETCHUM COMPUTERS, INC.                            | 19370          | WATER                                            | 561.00             |                       |
| <b>63-4340-4300 STATE &amp; WA DISTRICT FEES</b>   |                |                                                  |                    |                       |
| BUREAU OF LAND MANAGEME                            | 2023005354 (L  | IDI 027470 (11/01/22)                            | 275.00             |                       |
| BUREAU OF LAND MANAGEME                            | 2023005355 (L  | IDI 032433 (11/01/2022)                          | 6,050.00           |                       |
| <b>63-4340-5100 TELEPHONE &amp; COMMUNICATIONS</b> |                |                                                  |                    |                       |
| CENTURY LINK                                       | 2087250715 19  | 2087250715 195B - WATER                          | 127.93             |                       |

| Vendor Name                                             | Invoice Number | Description                              | Net Invoice Amount | Purchase Order Number |
|---------------------------------------------------------|----------------|------------------------------------------|--------------------|-----------------------|
| VERIZON WIRELESS                                        | 9925269913     | 365516521 WATER DEPT                     | 123.11             |                       |
| <b>63-4340-5200 UTILITIES</b>                           |                |                                          |                    |                       |
| IDAHO POWER                                             | 2202458903 01  | 2202458903 - 110 RIVER RANCH RD OPTC     | 1,011.62           |                       |
| IDAHO POWER                                             | 2203658592 01  | 2203658592 - WATER WELLS & BOOSTERS      | 6,466.00           |                       |
| IDAHO POWER                                             | 2206786259 01  | 2206786259 - 110 RIVER RANCH RD ADMIN    | 61.80              |                       |
| INTERMOUNTAIN GAS                                       | 32649330001 0  | 110 RIVER RANCH A                        | 68.61              |                       |
| <b>63-4340-6000 REPAIR &amp; MAINT-AUTO EQUIP</b>       |                |                                          |                    |                       |
| RIVER RUN AUTO PARTS                                    | 6538-187077    | ANT PEBB53                               | 28.99              |                       |
| RIVER RUN AUTO PARTS                                    | 6538-187119    | SEATCOVERS / FLOOR MATTS                 | 981.70             |                       |
| RIVER RUN AUTO PARTS                                    | 6538-187125    | ANT PEBB53                               | 28.99              |                       |
| RIVER RUN AUTO PARTS                                    | 6538-187176    | HVAC BLOWER MOTER RESISTOR               | 32.50              |                       |
| RIVER RUN AUTO PARTS                                    | 6538-187428    | TOWSTRAPS W/HOOK                         | 131.75             |                       |
| RIVER RUN AUTO PARTS                                    | 6538-187439    | JUMPER CABLES                            | 79.95              |                       |
| ERS EMERGENCY RESPINDER S                               | 23-020 ID      | TRUCK BED SLIDE OUTS                     | 3,600.00           |                       |
| <b>63-4340-6100 REPAIR &amp; MAINT-MACH &amp; EQUIP</b> |                |                                          |                    |                       |
| EAGLE GATE SYSTEMS LLC                                  | 1086           | Service Call                             | 150.00             |                       |
| Total WATER EXPENDITURES:                               |                |                                          | 21,557.15          |                       |
| <b>WATER DEBT SERVICE EXPENDITRES</b>                   |                |                                          |                    |                       |
| <b>63-4800-8400 DEBT SRVC ACCT INTEREST-2015B</b>       |                |                                          |                    |                       |
| ZIONS BANK                                              | 011223         | ID BOND BANK AUTH REV BONDS SERIES 2015B | 53,122.97          |                       |
| Total WATER DEBT SERVICE EXPENDITRES:                   |                |                                          | 53,122.97          |                       |
| Total WATER FUND:                                       |                |                                          | 74,736.31          |                       |
| <b>WATER CAPITAL IMPROVEMENT FUND</b>                   |                |                                          |                    |                       |
| <b>WATER CIP EXPENDITURES</b>                           |                |                                          |                    |                       |
| <b>64-4340-7650 WATER METERS</b>                        |                |                                          |                    |                       |
| FERGUSON ENTERPRISES, LLC                               | 0783483-1      | M520M-F1-TC-X-E-MI 1P PIT W-ID/LD        | 5,130.00           |                       |
| FERGUSON ENTERPRISES, LLC                               | 0826604        | 1.5 OMNI+ R2 1000GA AMR 13LL             | 3,709.90           |                       |
| FERGUSON ENTERPRISES, LLC                               | 0843267        | M520M-F1-TC-X-E-MI 1P PIT W-ID/LD        | 5,130.00           |                       |
| Total WATER CIP EXPENDITURES:                           |                |                                          | 13,969.90          |                       |
| Total WATER CAPITAL IMPROVEMENT FUND:                   |                |                                          | 13,969.90          |                       |
| <b>WASTEWATER FUND</b>                                  |                |                                          |                    |                       |
| <b>65-3700-3600 REFUNDS &amp; REIMBURSEMENTS</b>        |                |                                          |                    |                       |
| BOE, GRETCHEN                                           | R 011823       | OVERPAYMENT-REFUND #230                  | 30.60              |                       |
| Total :                                                 |                |                                          | 30.60              |                       |
| <b>WASTEWATER EXPENDITURES</b>                          |                |                                          |                    |                       |
| <b>65-4350-3200 OPERATING SUPPLIES</b>                  |                |                                          |                    |                       |
| A.C. HOUSTON LUMBER CO.                                 | 2301-529424    | 50# ICE MELT                             | 44.00              |                       |
| ALSCO - AMERICAN LINEN DIVI                             | LBOI2051237    | 110 RIVER RANCH RD - WASTEWATER          | 136.40             |                       |
| ALSCO - AMERICAN LINEN DIVI                             | LBOI2054820    | 110 RIVER RANCH RD - ADMIN               | 24.26              |                       |
| ALSCO - AMERICAN LINEN DIVI                             | LBOI2054821    | 110 RIVER RANCH RD - WASTEWATER          | 136.40             |                       |

| Vendor Name                                             | Invoice Number | Description                                         | Net Invoice Amount | Purchase Order Number |
|---------------------------------------------------------|----------------|-----------------------------------------------------|--------------------|-----------------------|
| ALSCO - AMERICAN LINEN DIVI                             | LOBI2051236    | 110 RIVER RANCH RD - ADMIN                          | 24.26              |                       |
| ATKINSONS' MARKET                                       | 06645129       | Distilled Water                                     | 5.11               |                       |
| FEDEX                                                   | 8-012-49568    | Shipping                                            | 9.92               |                       |
| GEM STATE PAPER & SUPPLY                                | 1088570        | CENTERPULL TOWELS, BATH TISSUE                      | 130.65             |                       |
| UPS STORE #2444                                         | MMN7FR550S     | WATER SAMPLES                                       | 16.67              |                       |
| UPS STORE #2444                                         | MMN7FR5GZ      | WATER SAMPLES                                       | 16.67              |                       |
| WESTERN STATES CAT                                      | IN002267054    | OIL SAMPLE KITS Qty 30                              | 568.44             |                       |
| <b>65-4350-3500 MOTOR FUELS &amp; LUBRICANTS</b>        |                |                                                     |                    |                       |
| CHRISTENSEN INC.                                        | 1011107        | 37270 - Wastewater Dept                             | 136.79             |                       |
| HIGH DESERT BOBCAT                                      | P04664         | OIL FILTER & HYD FLUID                              | 213.82             |                       |
| <b>65-4350-3800 CHEMICALS</b>                           |                |                                                     |                    |                       |
| HACH                                                    | 13410194       | CHEMICALS                                           | 160.58             |                       |
| NORTH CENTRAL LABORATORI                                | 482091         | Phosphorus HR Test 'NTube                           | 216.15             |                       |
| <b>65-4350-4200 PROFESSIONAL SERVICES</b>               |                |                                                     |                    |                       |
| KETCHUM COMPUTERS, INC.                                 | 19370          | WASTEWATER                                          | 973.50             |                       |
| <b>65-4350-4900 PERSONNEL TRAINING/TRAVEL/MTG</b>       |                |                                                     |                    |                       |
| VERT, JEFF                                              | R 012723       | Travel Reimbursement-Miles 408                      | 267.24             |                       |
| <b>65-4350-5100 TELEPHONE &amp; COMMUNICATIONS</b>      |                |                                                     |                    |                       |
| CENTURY LINK                                            | 2087268953 40  | 2087268953 402B 011323                              | 63.94              |                       |
| VERIZON WIRELESS                                        | 9925119826     | 965494438 WASTEWATER DEPT                           | 67.60              |                       |
| <b>65-4350-5200 UTILITIES</b>                           |                |                                                     |                    |                       |
| IDAHO POWER                                             | 2202158701 01  | 2202158701 - 110 RIVER RANCH RD SWR                 | 14,159.18          |                       |
| IDAHO POWER                                             | 2202703357 01  | 2202703357 - 1001 CHIEF JOSEPH CT WY EQU CTR        | 117.63             |                       |
| IDAHO POWER                                             | 2206786259 01  | 2206786259 - 110 RIVER RANCH RD ADMIN               | 61.79              |                       |
| INTERMOUNTAIN GAS                                       | 32649330001 0  | 110 RIVER RANCH SLUDGE                              | 184.75             |                       |
| INTERMOUNTAIN GAS                                       | 32649330001 0  | 110 RIVER RANCH GRIT                                | 737.32             |                       |
| INTERMOUNTAIN GAS                                       | 32649330001 0  | 110 RIVER RANCH A                                   | 68.60              |                       |
| INTERMOUNTAIN GAS                                       | 32649330001 0  | 110 RIVER RANCH C                                   | 772.70             |                       |
| INTERMOUNTAIN GAS                                       | 58208688554 0  | 58208688554 110 RIVER RANCH RD MECHANICAL BAR SCREE | 148.09             |                       |
| <b>65-4350-6000 REPAIR &amp; MAINT-AUTO EQUIP</b>       |                |                                                     |                    |                       |
| NAPA AUTO PARTS                                         | 132825         | VALVOLINE PREMIUM BLUE EXTREME                      | 86.97              |                       |
| NAPA AUTO PARTS                                         | 133380         | OIL FILTER                                          | 6.73               |                       |
| NAPA AUTO PARTS                                         | 133781         | OIL FILTER, OIL, AIR CONDITIONING BELT              | 52.81              |                       |
| NAPA AUTO PARTS                                         | 133985         | OIL FILTER, OIL FIL                                 | 35.71              |                       |
| NAPA AUTO PARTS                                         | 134468         | ATC FUSE KIT, NYLON TUBING                          | 15.89              |                       |
| NORTHWEST EQUIP SALES MAC                               | 183761TP       | AIR SPRING                                          | 253.13             |                       |
| RIVER RUN AUTO PARTS                                    | 6538-187393    | HEET GASLINE ANTIFRZ                                | 3.99               |                       |
| <b>65-4350-6100 REPAIR &amp; MAINT-MACH &amp; EQUIP</b> |                |                                                     |                    |                       |
| EAGLE GATE SYSTEMS LLC                                  | 1086           | Service Call                                        | 150.00             |                       |
| SAVECO NORTH AMERICA INC                                | PART22195-PL   | SIDE CHAIN SPROCKET ASSEMBLY & PARTS, SPROCKET      | 2,274.26           |                       |
| <b>65-4350-6900 COLLECTION SYSTEM SERVICES/CHA</b>      |                |                                                     |                    |                       |
| VERIZON WIRELESS                                        | 9925119826     | 965494438 WASTEWATER COLLECTIONS DEPT               | 41.55              |                       |
| Total WASTEWATER EXPENDITURES:                          |                |                                                     | 22,383.50          |                       |

**WASTEWATER DEBT SERVICE EXP**

| Vendor Name                                            | Invoice Number | Description                                                | Net Invoice Amount | Purchase Order Number |
|--------------------------------------------------------|----------------|------------------------------------------------------------|--------------------|-----------------------|
| <b>65-4800-8300 DEBT SRVC ACCT PRNCPL-2014C</b>        |                |                                                            |                    |                       |
| ZIONS BANK                                             | 011223-2       | ID BOND BANK AUTH REV BONDS SERIES 2014C                   | 17,175.02          |                       |
| Total WASTEWATER DEBT SERVICE EXP:                     |                |                                                            | 17,175.02          |                       |
| Total WASTEWATER FUND:                                 |                |                                                            | 39,589.12          |                       |
| <b>WASTEWATER CAPITAL IMPROVE FND</b>                  |                |                                                            |                    |                       |
| <b>WASTEWATER CIP EXPENDITURES</b>                     |                |                                                            |                    |                       |
| <b>67-4350-7815 AERATION BASINS BLOWERS &amp; ELEC</b> |                |                                                            |                    |                       |
| HDR ENGINEERING, INC.                                  | 1200493454     | TASK ORDER #14 BLOWER PROCUREMENT PACKAGE AGREEMENT #50082 | 6,352.87           | 23037                 |
| Total WASTEWATER CIP EXPENDITURES:                     |                |                                                            | 6,352.87           |                       |
| Total WASTEWATER CAPITAL IMPROVE FND:                  |                |                                                            | 6,352.87           |                       |
| <b>PARKS/REC DEV TRUST FUND</b>                        |                |                                                            |                    |                       |
| <b>93-3700-6850 % FOR ARTS</b>                         |                |                                                            |                    |                       |
| URBAN COWBOY LLC                                       | R 011323       | SELECTED CITY HALL ART                                     | 12,000.00          |                       |
| JULIA REYNOLDS SEYFERTH                                | R 011323       | CITY HALL SELECTED ART                                     | 5,000.00           |                       |
| Total :                                                |                |                                                            | 17,000.00          |                       |
| <b>PARKS/REC TRUST EXPENDITURES</b>                    |                |                                                            |                    |                       |
| <b>93-4900-5910 WARM SPRINGS PRESR-RESTORATION</b>     |                |                                                            |                    |                       |
| COPY & PRINT, L.L.C.                                   | CM 1309        | CREDIT MEMO- CH 89498                                      | 13.09-             |                       |
| Total PARKS/REC TRUST EXPENDITURES:                    |                |                                                            | 13.09-             |                       |
| Total PARKS/REC DEV TRUST FUND:                        |                |                                                            | 16,986.91          |                       |
| <b>DEVELOPMENT TRUST FUND</b>                          |                |                                                            |                    |                       |
| <b>DEVELOPMENT TRUST EXPENDITURES</b>                  |                |                                                            |                    |                       |
| <b>94-4900-8000 PEG GATEWAY MARRIOT AUTOGRAPH</b>      |                |                                                            |                    |                       |
| WHITE PETERSON                                         | 24892R 123122  | GATEWAY HOTEL DEVELOPMENT PROPOSAL 123122                  | 3,469.00           |                       |
| Total DEVELOPMENT TRUST EXPENDITURES:                  |                |                                                            | 3,469.00           |                       |
| Total DEVELOPMENT TRUST FUND:                          |                |                                                            | 3,469.00           |                       |
| Grand Totals:                                          |                |                                                            | 1,858,366.99       |                       |

| 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

February 6, 2023

Mayor Bradshaw and City Councilors  
City of Ketchum  
Ketchum, Idaho

Mayor Bradshaw and City Councilors:

### **Recommendation to Approve Memorandum of Understanding (MOU) with Resort Cities Coalition members.**

#### Recommendation and Summary

Staff is recommending the Council approve the MOUs with Resort Cities Coalition members in support of the advocacy efforts entrusted to the lobbying firm contracted for the 2023 legislative session.

**"I move to approve the MOUs with the fellow resort cities of Dover, Ponderay, and Victor for the 2023 legislative session."**

#### Introductions

The City of Ketchum has entered into a Professional Services Agreement with the government relations and lobbying firm of McClure Policy, LLC. That Agreement provides for lobbying, advocacy, and policy services related to the particular interests of resort cities in the State of Idaho. Other Idaho resort cities with mutual and shared interests have indicated their desire to participate and help fund the costs of these services.

The purpose of the MOU is to affirm the mutual benefits and interests of the cities and confirm the participation and terms of funding by the participating cities in cooperation with the City of Ketchum for these resort cities advocacy efforts. If all are to participate, there are 20 potential partnerships in total.

#### Sustainability

No direct impact.

#### Financial Impact

The approved lobbyist contract is funded via the Non-Departmental budget. A three-tiered funding structure has been proposed consisting of small towns at \$250, mid-sized at \$500, and larger communities at \$2,500. Should full financial participation occur, the net cost to the City of Ketchum would be \$12,500.

Reimbursements have been received from 13 participating cities as of February 1, 2023, for a total of \$8,250.

#### Attachments

Memorandum of Understanding #23-009 – City of Dover, ID  
Memorandum of Understanding #23-007 – City of Ponderay, ID  
Memorandum of Understanding #23-008 – City of Victor, ID



## MEMORANDUM OF UNDERSTANDING

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

1. **Background:** The City of Ketchum has entered into a Professional Services Agreement with the government relations and lobbying firm of McClure Policy, LLC. That Agreement provides for lobbying, advocacy, and policy services related to the particular interests of resort cities in the State of Idaho. Other Idaho resort cities with mutual and shared interests have indicated their desire to participate and help fund the costs of these services.
2. **Purpose:** The purpose of this MOU is to affirm the mutual benefits and interests of the cities and confirm the participation and terms of funding by the City of Dover in cooperation with the City of Ketchum for these resort cities advocacy efforts.
3. **The City of Ketchum will:**
  - a. Serve as the primary point of contact with McClure Policy, LLC, manage the Professional Services Agreement, and be the party responsible for the terms of such Professional Services Agreement.
  - b. Coordinate and communicate with the coalition of participating resort cities to provide updates on the advocacy efforts and state policy and legislative efforts.
4. **The City of Dover will:**
  - a. Coordinate, communicate, and participate with the City of Ketchum in providing input, feedback, and direction for resort cities advocacy efforts.
  - b. Contribute to the City of Ketchum in the amount of \_\_\_\_\_ dollars (\$ 250) for reimbursement as a designated contribution to the costs of the Professional Services Agreement. This payment will be made within thirty (30) days of entering into this MOU.
5. **Term:** This MOU will be effective upon signature and for a five-month period, December 2022 through April of 2023. This MOU may be extended or otherwise amended in writing by the Parties. A party may withdraw from this MOU upon thirty (30) days written notice.
6. **Responsibility of Parties:** Each party will bear its own responsibility and liability, including insurance coverage, related to respective responsibilities. Each party will carry out its separate activities in a coordinated and mutually beneficial manner.

7. Principal Contacts:

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

City of Dover: Michele Hutchings  
City Clerk  
P.O. Box 115, Dover, ID 83825  
208-265-8339  
cityclerk@cityofdoveridaho.org

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

**CITY OF KETCHUM, IDAHO**

\_\_\_\_\_  
Neil Bradshaw Date  
Mayor

\_\_\_\_\_  
Attest: Trent Donat  
City Clerk & Business Manager

**CITY OF Dover, IDAHO**

\_\_\_\_\_  
Mayor George E. Eskridge Date

\_\_\_\_\_  
Attest: Michele Hutchings  
City Clerk

## MEMORANDUM OF UNDERSTANDING

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

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

7. Principal Contacts:

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

City of Ponderay: Steve Geiger, Mayor  
Stephanie Peterson, City Clerk/Treasurer  
PO Box 500  
Ponderay, ID 83852  
(208) 265-5468  
speterson@ponderay.org; mayor@ponderay.org

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

**CITY OF KETCHUM, IDAHO**

\_\_\_\_\_  
Neil Bradshaw Date  
Mayor

\_\_\_\_\_  
Attest: Trent Donat  
City Clerk & Business Manager

**CITY OF PONDERAY, IDAHO**

 1-25-23  
\_\_\_\_\_  
Mayor Date

  
\_\_\_\_\_  
Attest: Stephanie Peterson  
City Clerk/Treasurer

## MEMORANDUM OF UNDERSTANDING

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

1. **Background:** The City of Ketchum has entered into a Professional Services Agreement with the government relations and lobbying firm of McClure Policy, LLC. That Agreement provides for lobbying, advocacy, and policy services related to the particular interests of resort cities in the State of Idaho. Other Idaho resort cities with mutual and shared interests have indicated their desire to participate and help fund the costs of these services.
2. **Purpose:** The purpose of this MOU is to affirm the mutual benefits and interests of the cities and confirm the participation and terms of funding by the City of Victor in cooperation with the City of Ketchum for these resort cities advocacy efforts.
3. **The City of Ketchum will:**
  - a. Serve as the primary point of contact with McClure Policy, LLC, manage the Professional Services Agreement, and be the party responsible for the terms of such Professional Services Agreement.
  - b. Coordinate and communicate with the coalition of participating resort cities to provide updates on the advocacy efforts and state policy and legislative efforts.
4. **The City of Victor will:**
  - a. Coordinate, communicate, and participate with the City of Ketchum in providing input, feedback, and direction for resort cities advocacy efforts.
  - b. Contribute to the City of Ketchum in the amount of five hundred dollars (\$500<sup>00</sup>) for reimbursement as a designated contribution to the costs of the Professional Services Agreement. This payment will be made within thirty (30) days of entering into this MOU.
5. **Term:** This MOU will be effective upon signature and for a five-month period, December 2022 through April of 2023. This MOU may be extended or otherwise amended in writing by the Parties. A party may withdraw from this MOU upon thirty (30) days written notice.
6. **Responsibility of Parties:** Each party will bear its own responsibility and liability, including insurance coverage, related to respective responsibilities. Each party will carry out its separate activities in a coordinated and mutually beneficial manner.

7. Principal Contacts:

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

City of Victor \_\_\_\_\_ :

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

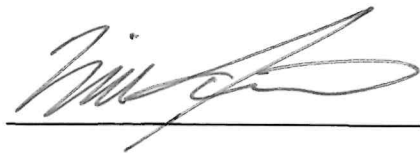
**CITY OF KETCHUM, IDAHO**

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

Date


\_\_\_\_\_  
Attest: Trent Donat  
City Clerk & Business Manager

**CITY OF Victor, IDAHO**

  
\_\_\_\_\_

1/11/23  
Date

Mayor

  
\_\_\_\_\_  
Attest:  
City Clerk





## City of Ketchum

February 6, 2023

Mayor Bradshaw and City Councilors  
City of Ketchum  
Ketchum, Idaho

Mayor Bradshaw and City Councilors:

### **Recommendation to Approve Memorandum of Understanding #23-010 with Wood River Farmers Market**

#### Recommendation and Summary

Wood River Farmers Market (WRFM) plans to return to downtown Ketchum for the 2023 season and beyond. Staff is recommending Council approve Memorandum of Understanding #23-010 and adopt with the following motion:

***"I move to approve MOU #23-010 with Wood River Farmers Market."***

The reasons for the recommendation are as follows:

- WRFM will hold its event at Forest Service Park and Washington Ave.
- City will partner with the Market as it provides a benefit to the community
- MOU establishes guidelines and partnership criteria that is not included in the Special Event Application

#### Introduction and History

During the summer of 2022, the city began communications with WRFM to discuss their location change starting in 2023. Conversations resulted in the city partnering with WRFM, recognizing that the event in its new location will provide a benefit to the residents and visitors of Ketchum. The partnership allows the city to offer a reduced cost for this unique event, assist in advertising and potentially provide music. The partnership criteria is outlined in the attached MOU. The MOU also establishes guidelines that are not addressed in the city's Special Event Application.

#### Financial Impact

The city will collect the adjusted Special Event License fees established through the partnership with WRFM.

Attachments:

MOU #23-010



## City of Ketchum

### MEMORANDUM OF UNDERSTANDING 23-010 City of Ketchum/Wood River Farmers Market

Effective on the \_\_\_\_ day of \_\_\_\_\_ 2023, this Memorandum of Understanding (“MOU”) is between the Wood River Farmers Market, an Idaho general business, (“WRFMA”) and the City of Ketchum, a political subdivision of the State of Idaho (“City”). This MOU is to be an attachment and addendum to a special event permit for the WRFMA. This MOU is for the purpose of memorializing additional terms and conditions for this recurring event.

The WRFMA would like to conduct business in Ketchum’s downtown area. City desires to work with the WRFMA in a partnership capacity to ensure its success at a new location at Forest Service Park. The return of the WRFMA to downtown Ketchum would be a benefit to the community’s residents and visitors and would add vibrancy to one of the City’s most desirable parks. Forest Service Park and its surrounding streets will accommodate the needs of the WRFMA and its customers.

As a results, WRFMA and City memorialize the following:

- 3-year commitment to the WRFMA for use of Forest Service Park and Washington Ave. between River and First streets on Wednesdays from the hours of noon to 4 p.m., beginning on June 14, 2023 and ending on October 11, 2023. This MOU may not be modified during the market season.
- WRFMA will follow Fire Department regulations including tent locations within the park and along Washington Avenue to allow for emergency vehicle access.
- Any proposed changes to location, day and hours of event will be agreed upon by the parties prior to each market season and memorialized through an amendment to this MOU.
- Fees will be paid along with the submission of the Special Event Application prior to the beginning of the market season.
- WRFMA will be solely responsible for selecting its vendors and operating the market.
- City will assist with Washington Avenue road closure by placing signs in parking spaces alerting users of road closure day/time.
- City will allow road closure equipment to remain stored at Forest Service Park throughout the market season.
- WRFMA is not initially required to provide additional portable toilets. City will revisit this decision throughout the season. If it is determined that additional toilets are necessary, WRFMA will be required to provide them.
- WRFMA vendors are responsible for providing trash receptacles for their customers and removing all trash at end of each market day.
- WRFMA will leave City trash cans within the park empty at end of market event.
- WRFMA 4’ x 8’ trailer can remain parked at 131 River Street, in area designated by City, through the market season.
- WRFMA vendors shall use quiet generators, approved by WRFMA, as power source during market hours.
- City will provide access to power outlets located at Forest Service Park.
- Use of grills of any type must be approved by the Ketchum Fire Department.



- City desires to partner with WRFMA in order to provide marketing assistance and music. Partnership will include the following:
  - Music license fee of \$10 per market day will be waived if WRFMA elects to have City provide music
  - City will provide one week per month of banner space at the Main Street location on the following dates:
    - Jun. 5 – 12
    - Jul. 3 – 9
    - Jul. 31 – Aug. 6
    - Sep. 4 – 10
    - Oct. 9 – 15
  - City will provide additional banner space if it is available
  - City will advertise on electronic message board if it is not in use for a city project
  - City will assist in marketing the event on social media and in Word on the Street

Termination: This permit and MOU may be terminated at the option of either party upon sixty-days notice. The parties will communicate and reasonably cooperate to minimize and mitigate any relocation burdens in the event of such a termination.

Breach of permit conditions: In the event of a breach or violation of permit conditions, including this MOU, the City may notice and provide for remedies and/or termination per the City’s special event permit policy.

Wood River Farmers Market

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

Its: \_\_\_\_\_

City of Ketchum

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

Its: \_\_\_\_\_



## City of Ketchum

February 6, 2023

Mayor Bradshaw and City Councilors:

### **Recommendation to Approve Task Order No. 15 with HDR Engineering, Inc. for a Solids Handling Preliminary Engineering Report for the Ketchum / SVWSD Wastewater Treatment Plant**

#### Recommendation and Summary

Staff is recommending the Council approve Task Order No. 15 (Purchase Order 23056) with HDR Engineering which will produce a Preliminary Engineering Report for upgrading the biosolids handling facilities at the City of Ketchum and Sun Valley Water & Sewer District Wastewater Treatment Plant and adopt the following motion:

*"I move to approve Task Order No. 15 (Purchase Order 23056) with HDR Engineering, Inc. for a Solids Handling Preliminary Engineering Report for the Ketchum / SVWSD Wastewater Treatment Plant with a not to exceed amount of \$96,230.00."*

The reasons for the recommendation are as follows:

- HDR Engineering has been the design engineering firm for the wastewater treatment plant and has a Multiple Project Agreement for Professional Services with the City.
- HDR Engineering will provide technical assistance and necessary engineering functions to the City through this task order.

#### Analysis

The Ketchum/Sun Valley Water and Sewer District (SVWSD) Wastewater Treatment Facility is in the process of upgrading the current facility as part of the near-term improvements identified in a 2022 Facilities Planning Study. HDR Engineering will be providing these services under a Master Services Agreement between the City of Ketchum, the Sun Valley Water and Sewer District and HDR Engineering. This Task Order #15 would authorize HDR Engineering to provide technical memorandums regarding the phased implementation for biosolids dewatering/handling upgrades identified in the planning study.

#### Sustainability

The recommended action will enhance energy efficiency and sustainability at the treatment plant in the following ways:

- Modern, energy efficient equipment will be specified to reduce energy consumption
- Trucking requirements of treated biosolids will be reduced by 80%
- Dewatered biosolids can be used to produce compost to be reused locally

Financial Impact

The FY23 budget includes funds for Wastewater Capital Improvement Projects. This is a capital improvement expense which will be shared equally with the Sun Valley Water and Sewer District.

Attachments

HDR Task Order 14 Scope of Services

Purchase Order 23056

## **TASK ORDER # 15**

This Task Order pertains to an Agreement by and between City of Ketchum, ID / Sun Valley Water & Sewer District, Sun Valley, ID (“OWNERS”), and HDR Engineering, Inc. (“ENGINEER”), dated January 21, 2014, (“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:** Amendment #15

**PROJECT NAME:**

Ketchum / SVWSD Water Reclamation Facility (WRF) – Solids Handling Preliminary Engineering Report (PER)

**PART 1.0 AMENDMENT DESCRIPTION:**

Provide Solids Handling PER to advance the upgrade design described in the Ketchum/SVWSD Wastewater Facility Planning Study (2022).

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

See Exhibit A.

**PART 3.0 OWNER’S RESPONSIBILITIES:**

**PART 4.0 PERIOD OF SERVICE:**

March 2023 – September 2023

**PART 5.0 ENGINEER’S FEE:**

See Exhibit A for breakdown.

Amendment #15: Ketchum/SVWSD Water Reclamation Facility (WRF) – Solids Handling Preliminary Engineering Report

\$96,230.00

**PART 6.0 OTHER:** N/A

This Task Order is executed this \_\_\_\_\_, 2023.

**CITY OF KETCHUM, ID**

**“OWNER”**

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

**NAME:** Neil Bradshaw

**TITLE:** Mayor

**ADDRESS:** City of Ketchum  
P.O. Box 2315 (191 5<sup>th</sup> St. W.)  
Ketchum, ID 83340

**SUN VALLEY WATER & SEWER DISTRICT (SVWSD)**

**“OWNER”**

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

**NAME:** Jim Loyd

**TITLE:** Chairman

**ADDRESS:** SVWSD  
: P.O. Box 2410  
Sun Valley, ID 83353

**HDR ENGINEERING, INC.**

**“ENGINEER”**

**BY:** 

**NAME:** Kate Eldridge

**TITLE:** Sr. Vice President

**ADDRESS:** HDR  
412 E. Parkcenter Blvd,  
Suite 100  
Boise, ID 83706

## EXHIBIT A

### Scope of Services

#### Background

The Ketchum/SVWSD Water Reclamation Facility (WRF) treats the wastewater generated by the City of Ketchum and Sun Valley. The WRF is jointly owned by the City of Ketchum and the Sun Valley Water & Sewer District (SVWSD). Treated water is discharged to the Big Wood River per an Idaho Pollutant Discharge Elimination System (IPDES) permit and recycled during the summer authorized by an Idaho Department of Environmental Quality (IDEQ) reuse permit. Future planning for the WRF was submitted in a Wastewater Facility Planning Study (FPS) completed by HDR in 2022 and approved by IDEQ.

This Task Order is for a Biosolids Handling Preliminary Engineering Report (PER) advancing upgrades identified in the Capital Improvements Plan (CIP) and Implementation Schedule for the next three years (2023 – 2025). The core of the upgrades includes biosolids dewatering. The WRF currently does not have solids dewatering and hauls thickened biosolids to drying beds at Ohio Gulch Transfer Station in liquid form.

This scope of services specifically advances the Biosolids Digestion, Thickening, Dewatering, and Handling plan by developing a PER used to define dewatering and handling of biosolids. Dewatering of biosolids will eliminate liquid trucking of three percent solids “liquid sludge” (97% water) and allow open trailer hauling at fifteen percent solids (no free water), a trucking reduction of 80 percent. The end product can be composted into an ultra-high quality biproduct (Class A Exceptional Quality) and reused in the Valley.

The PER is generally summarized below:

#### Solids Thickening, Dewatering, and Handling PER

- Summarize the current, intermediate, and future design conditions (from FPS).
- Review the Sumo biological process model for solids production calibrated to the observed solids generation to meet current, intermediate, and future loading demands.
- Determine the cost/benefit for implementation of rotary drum thickener (RDT) biosolids thickening technology to reduce future digester #2 volume.
- Determine the size and layout for screw press dewatering (dewatering technology selected in FPS study).
- Determine the building layout serving future digester blowers, biosolids pumping, thickening, dewatering, conveying, trucking, and associated details.
- Define the building construction materials required to match existing buildings and conform to building codes.

- Review the electrical feed to the existing digester blower building near the proposed site and determine the changes required for additional power at the new biosolids handling building.
- Prepare a Class 3 construction cost opinion for the biosolids handling project and an implementation schedule.

The engineering services described in detail for this Scope of Services are as follows:

## **TASKS**

### **Task 100 – Project Management**

#### ***Objective***

Budget Status Monitoring: Monitor the project work to complete the overall Project, the budget expended, the estimated cost of the work remaining, and the estimated cost at completion. Inform Ketchum/SVWSD of budget status through the monthly invoices, provide invoice progress reports and progress conference calls. Manage activities within overall total Project budget.

#### ***HDR Subtasks***

- Communicate to Ketchum/SVWSD and the project team through telephone calls, conference calls, project meetings, and e-mail communications.
- Monitor team scope, budget, and schedule; delegate task assignments and responsibilities by discipline; and coordinate issues with Ketchum/SVWSD Project Manager.
- Bi-monthly project update virtual meetings (web based) between HDR PM, Ketchum PM, and Ketchum/District Manager's. Duration 30 minutes each, for 6 months. Prepare agenda and meeting notes.
- Prepare monthly progress reports to accompany invoice summarizing the work progress to date, budget expenditures, and identify information requirements or decisions for Ketchum/District.
- Develop and execute internal Quality Assurance/Quality Control (QA/QC) Plan.

#### ***City/District Involvement***

- Interface with Consultant on project issues and timely response to requests for information.

#### ***Assumptions***

- Project kickoff meeting and draft PER review workshop will be conducted on site at the Ketchum/SVWSD WRF. The kickoff meeting will be attended by HDR's project manager, project engineer, and the electrical/controls engineer.
- The draft PER review meeting will be on site and attended by the PM and project engineer with the electrical engineer joining by conference call.

- Meeting and travel time for each on-site meeting will be 8 hours. Meeting time is assumed to require a minimum of two (2) hours. Engineer will prepare agenda, Microsoft PowerPoint slides, and meeting minutes.
- Monthly progress reports for the duration of the project, up to 6 months.
- Prepare amendments to the agreement if scope changes occur.
- Direct expenses for travel or printing will be included on invoices.

### ***Deliverables***

- Progress reports and invoices (1 each month sent electronically)
- Bi-monthly meeting agenda and notes (sent electronically by e-mail in .pdf format)

## **Task 200 – Preliminary Engineering Report (PER) for Solids Handling**

### ***Objective***

Establish the preliminary engineering requirements for the solids handling improvements that meet the requirements per Idaho Code IDAPA 58.01.16 Section 411: Facility and Design Standards for Municipal Wastewater Treatment or Disposal Facilities – Preliminary Engineering Reports.

The PER will generally address:

- Flows and loads along with associated waste activated sludge (WAS) estimates (current, +10 years, +20 years)
- Solids pumping
- Pros/cons of thickening for new digester #2 sizing
- Blowers for future digester #2 aeration
- Screw press sizing and layout
- Conveyor and truck layout
- Dewatering building codes and details
- Electrical architecture, sizing, and area classification.
- Controls/instrumentation requirements and controls network architecture.
- Electrical room layout

### ***HDR Subtasks***

Prepare a Solids Handling PER to define the upgrade project with a unified design concept to allow development of a realistic opinion of probable construction cost (OPCC), an informed review by Owner, and approval by Idaho Dept. of Environmental Quality (DEQ). The anticipated subtasks of the PER are as follows:

- Establish design flows and loads for the current, + 10 years (2033), +20 years (2043) planning conditions.
- Run SUMO process biological computer model to predict WAS flow for minimum, average, and maximum design conditions. Develop mass balance for the aerobic digester/solids handling system.



- Determine final biosolids quality requirements and disposal requirements.
- Develop Process Flow Diagram (PFD) for the solids handling system identifying reliability and redundancy requires per DEQ code. The PER will provide a narrative for individual unit processes.
- Survey of the existing plant south of the existing digester and east-west between the existing solids loadout building and river.
- Develop site plan showing new and existing structures, building road access, and preliminary yard piping plan (major piping systems). Site considerations include demolition of existing gravity thickener and repurposing of sludge loadout building.
- Evaluate the cost / benefit of WAS thickening using rotary drum thickener (RDT) on the future digester #2 sizing. Determine if RDT should be constructed with dewatering or wait until digester #2 construction (~ FY 2030).
- Determine the preliminary digester #2 sizing and layout for the purpose of site coordination with the new dewatering building.
- Determine future digester #2 aeration blower sizes by process modeling (SUMO) for power requirements and building space.
- Determine biosolids pumping methods (pump type), pump locations in dewatering building, and pump motor sizes.
- Determine screw press sizing, layout, and accessories.
- Determine polymer storage and feed requirements, polymer dilution system, and polymer layout.
- Determine dewatered biosolids conveyance and truck loadout.
- Odor and noise mitigation (discussed in narrative form, no active systems are planned for either).
- Develop preliminary equipment and electrical load lists and data sheets for major equipment.
- Preliminary design of Solids Handling Building including: building design codes, preliminary sizing of foundation, walls, and slabs. Footprints and sections showing major equipment. Determine equipment access and hoisting plans. Define building material selections. Define building design standards meeting NFPA 820 - Standards for Fire Protection in Wastewater Treatment and Collection Facilities (HVAC and electrical).
- Provide 3D view of major equipment in the building and building elevation views.
- Determine electrical supply to building (electrical site plan), electrical classification inside the building, electrical room size and layout. Provide electrical power one-line diagram.

- Develop preliminary Piping & Instrumentation Diagram (P&ID) and controls network diagram.
- Prepare an opinion of annual operating cost for the solids handling system.
- Prepare a Class 3 Opinion of Probable Construction Cost (OPCC) estimate. Class 3, expected accuracy range of plus 30 percent and minus 15 percent.
- Prepare implementation schedule for detailed design, equipment pre-purchase, and construction.

### ***City/District Involvement***

- Perform a timely review of draft PER and provide single set of reconciled review comments. Consultant schedule includes an allowance of up to two (2) weeks for Owner review of the PER. Any duration longer will result in schedule adjustment.
- Provide operating log sheets for the previous thirty-six (36) months of plant operations.
- Provide record drawings of existing plant structures and equipment arrangements.
- Provide geotechnical reports and foundation design recommendations from past design projects.
- Provide survey and topographic mapping information of project site in AutoCAD (.dwg) format.
- Participate in the review meetings.
- Authorize submission of final Solids Handling Preliminary Engineering Report to DEQ.

### ***Assumptions***

- Survey allowance of \$5,000 based upon discussion with Galena Engineering (plus 10% markup).
- Potholing of underground piping and utilities will not be required.
- Process flow diagram and P&ID will be for solids handling only.
- Computational fluid dynamic (CFD) modeling will not be required for digester sizing or mixing.
- Odor control and noise mitigation narrative only, preliminary design for special equipment or systems not needed or required.
- Consultant's quality assurance manual and design delivery manual will provide the basis of the quality control program.
- Preliminary cost opinion will be for budgetary planning purposes to support project funding. Consultant will provide a Class 3 estimate (appropriate for 10 – 30 project definition) per AACE International recommended Practice No. 17R-97 with range of accuracy +30 percent to -15 percent.
- DEQ comments to PER are anticipated and response to comments is assumed to require 4 hours.

***Deliverables***

- Review meeting agendas and minutes (electronic file in .pdf format transmitted vis e-mail).
- Draft – Ketchum/SVWSD WRF Solids Handling Preliminary Engineering Report to City/District (electronic file in .pdf format transmitted via e-mail).
- Final - Ketchum/SVWSD WRF Solids Handling Preliminary Engineering Report to DEQ (electronic file in .pdf format transmitted via e-mail).
- Response to DEQ comments (electronic file in .pdf format transmitted via e-mail).

***Additional Services Not Part of this Scope***

Additional services can be provided upon request. The following provides a list of exclusions or situations not included in this scope of services:

- No bench or pilot testing.
- No updates to the FPS and CIP
- No bidding documents.
- Excludes any other services not otherwise included in the agreement or not customarily furnished in accordance with generally accepted engineering practices.

## **Anticipated Schedule Summary**

The project schedule assumes the following milestones timeline for project completion.

| <b>Activity or Milestone</b> | <b>Date</b>        |
|------------------------------|--------------------|
| Notice-to-Proceed (NTP)      | March 6, 2023      |
| Draft Solids Handling PER    | July 21, 2023      |
| Final Solids Handling PER    | August 18, 2023    |
| DEQ Approval                 | September 29, 2023 |

The above schedule will be adjusted based on the actual day the NTP is issued and/or if the City requests additional review time. An additional 30 days has been added to the overall contract period in the Task Order (PM) to allow for project closeout activities.

***Fee Summary Table***

| <b>Subtask</b>                                                                | <b>Est. Hours</b> | <b>Cost</b>     |
|-------------------------------------------------------------------------------|-------------------|-----------------|
| <b>100 – Project Management, Project Financials, Monthly Reports, Meeting</b> | 78                | \$14,160        |
| <b>200 – Solids Handling PER</b>                                              | 370               | \$59,070        |
| <b>Survey</b>                                                                 | 40                | \$5,500         |
| <b>Electrical/Controls</b>                                                    | 80                | \$16,500        |
| <b>Expenses</b>                                                               | -                 | \$1,000         |
| <b>TOTAL</b>                                                                  | 568               | <b>\$96,230</b> |

Time and expenses, not to exceed \$96,230 without written authorization.



**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: 23056**

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

| P. O. Date | Created By | Requested By | Department           | Req Number | Terms |
|------------|------------|--------------|----------------------|------------|-------|
| 01/31/2023 | bancona    | bancona      | Utilities/Wastewater | 0          |       |

| Quantity | Description                                     | Unit Price | Total     |
|----------|-------------------------------------------------|------------|-----------|
| 1.00     | TASK ORDER #15 SOLIDS HANDLING PER 67-4350-7817 | 96,230.00  | 96,230.00 |
|          | SHIPPING & HANDLING                             |            | 0.00      |
|          | TOTAL PO AMOUNT                                 |            | 96,230.00 |

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



## City of Ketchum

February 6, 2023

Mayor Bradshaw and City Councilors:

### **Presentation of Ketchum Arts Commission Selection of Crosswalk Art**

#### Recommendation and Summary

Staff is presenting the selected artist submissions for Creative Design Crosswalks at the following intersections:

- Sun Valley Road and Leadville Avenue
- Sun Valley Road and East Avenue
- Sun Valley Road and Walnut Avenue
- Sun Valley Road and Spruce Avenue

The reasons for the recommendation are as follows:

- Sun Valley Road, now owned by the city of Ketchum, was reconstructed in 2022
- Artistic crosswalks will enliven the downtown and be a creative addition to City's art collection

#### Introduction and History

On December 8, 2022, KAC issued a call for artists for Designers Creative Crosswalks. Eight artists responded. On January 19, the Ketchum Arts Commission selected two finalists: Molly Snee and Juniper Cleary, both local artists. Each artist will be paid \$1000.00. Staff is working with artists for additional designs for the remaining intersections.

#### Analysis

Artists were selected through a silent jury process. Attached to this staff report is a sampling of each of the two submissions and a brief description of their proposed project.

#### Financial Impact

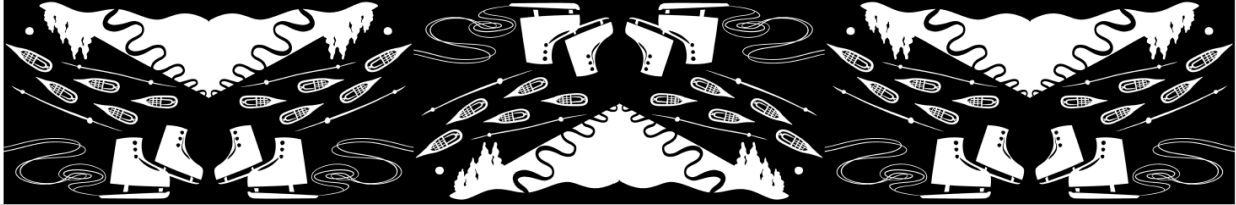
There is no new financial requirement or impact. Compensations totaling \$2000.00 will be funded by Professional Services. Installation costs are still being determined by staff.

#### Attachments

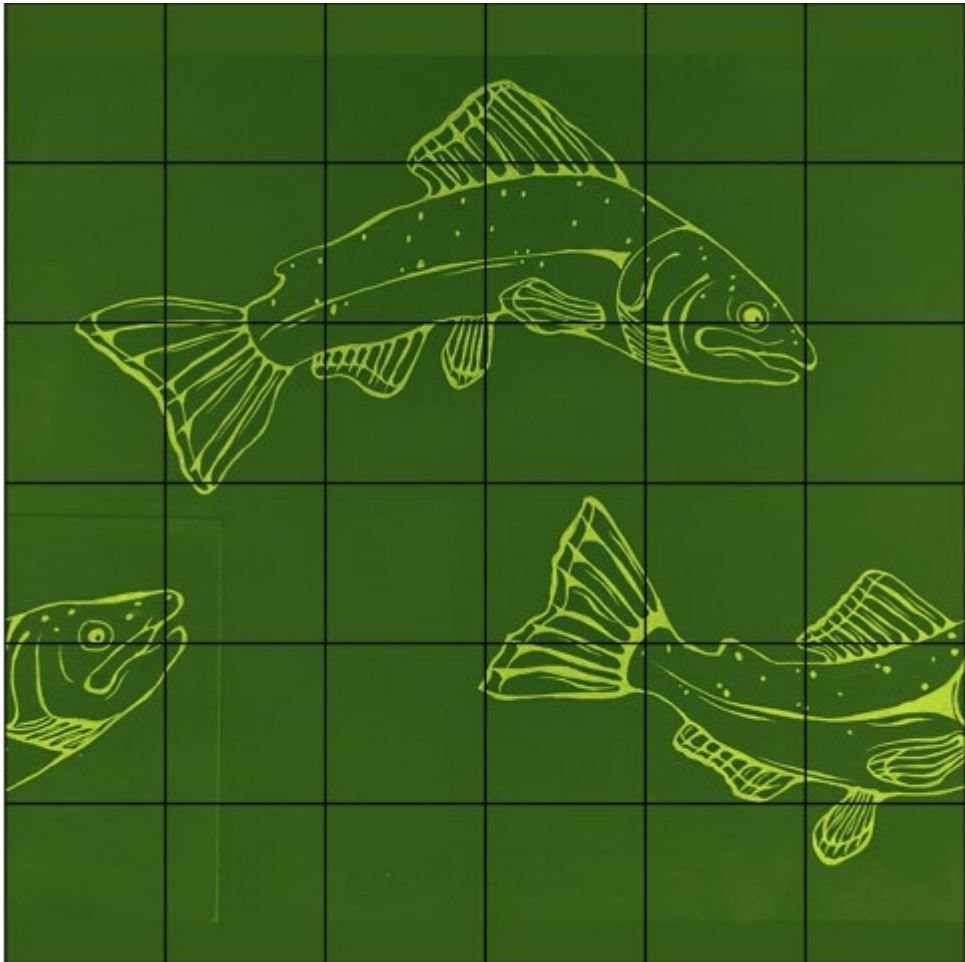
Molly Snee

Juniper Cleary

Artist: Molly Snee



Artist: Juniper Cleary







## City of Ketchum

February 6, 2023

Mayor Bradshaw and City Councilors:

### RECOMMENDATION TO APPROVE RENTAL DEED-RESTRICTION TEMPLATE & ADOPT BCHAs GUIDELINES

#### Recommendation and Summary

Staff have researched and compared deed restriction provisions and recommend adopting the attached template for future use. The substantial, notable changes are as follows:

- a) City of Ketchum as the holder of the restriction**
- b) Clarifies and expands enforcement capabilities and associated fees**
- c) Requires that the Owner use a lease addendum with Community Housing tenants**

For such a template to be operationalized, Community Housing Policies are needed for prospective tenants and staff.

The reasons for the recommendation are as follows:

- A standardized, vetted template is more efficient and transparent for staff and developers
- The proposed template is informed by deed-restriction programs that have effectively operated for decades
- Approving BCHAs Community Housing Guidelines formalizes existing processes

**"I move to approve use of the Rental Deed-Restriction Template"**

**"I move to approve adoption of Blaine County Housing Authority's Community Housing Guidelines"**

#### Context

The Ketchum Housing Action Plan outlines the following related objectives:

*Goal 3: Expand + Improve Services to Create Housing Stability*

*Action 6: Identify and support policy changes that increase access to housing, including eligibility requirements. Analyze compliance processes, inventory and deed restriction enforcement.*

After reviewing BCHAs deed restrictions, staff started from scratch with a standardized template used by a national consulting firm for housing trusts and deed-restricted housing. They adjusted this template for rental housing and compared it with BCHAs, Vail's, Jackson/Teton County's, Truckee's and Rhode Island Housing Association's. They then reviewed the entire document and deed-restriction process with the Planning team and legal counsel. Once a Rental Deed-Restriction Template is approved, staff will edit and recommend adoption of an Ownership Deed-Restriction Template (which is less complex).

The most substantial changes are those that staff, BCHA, and tenants have found historically challenging:

- a) **City of Ketchum as the holder of the restriction (and it's assigned program administrator) (Article III).**  
This change allows Ketchum to legally enforce deed-restrictions that result from Ketchum's programs and tools and are within Ketchum's jurisdiction. It also means that the City then has the agency to determine which entity is best to administer each deed restriction, which may vary as capacity and scope of the housing authority changes and new programs commence.
  
- b) **Clarifies and expands enforcement capabilities (Article VIII) and associated fees (Article IV).** Article VIII outlines what happens if the owner violates declaration terms or defaults, with remedies ranging from the right to void any contract for lease, conveyance or other transfer and money damages for the cost of acquiring a comparable dwelling unit. Article IV describes fees associated with leaving a restricted home unoccupied and renting to an ineligible renter.
  
- c) **Requires that the Owner use a lease addendum with Community Housing tenants (Exhibit C)** to help ensure tenant stability and clarifies expectations of both parties. Provisions include the following:
  - a. the renter is qualified as eligible;
  - b. limits rent increases and reinforces the maximum rent for that income level;
  - c. that the home must be a primary residence;
  - d. that the owner may not evict or not renew a lease except for when there is just cause (with a mediation option established by the city);
  - e. that owner improvements must not infringe on tenant's use of the home without establishing accommodations; and
  - f. that the owner must make necessary repairs during turnover.

The declaration also establishes Community Housing Policies (Article I.7.N.). As written in the template, unless otherwise adopted by the City, Blaine County Housing Authority's Community Housing Guidelines or Policies apply. City staff are working with BCHA and Housing Authority expert Sunny Shaw to thoroughly review their existing guidelines. These should be approved by the BCHA Board in the next few months.

Staff recommend adopting BCHA's current Community Housing Guidelines to formalize operations, knowing that multiple Community Housing units will soon be reviewed by Council. The current Guidelines are those that have historically applied to deed-restricted units arising from design approval by Ketchum City Council or plat Exceedance Agreement. These Guidelines were adopted by BCHA's Board in June of 2020. Once the edits of those guidelines are complete – one such edit being that they be termed Policies instead of Guidelines – staff would then recommend final Policies to Council. The recommended Policies may be identical to BCHA's.

Sustainability impact

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

Financial Impact

Use of a template would reduce staff time needed to collaborate with developers and execute the restriction.

Attachments

Rental Deed-Restriction Template

Blaine County Housing Authority Community Housing Guidelines

Recording Requested By and  
When Recorded Return to:

City of Ketchum  
In-person pickup preferred (208-726-7801)  
P.O. Box 2315  
Ketchum, ID 83340

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## DECLARATION OF RENTAL AFFORDABILITY COVENANT

This Deed Restriction is entered into between [FULL NAMES OF OWNERS], [each] an [individual, business, LLC] ([together, and] with permitted heirs, successors, and assigns the “**Owner**”) having a mailing address of [ADDRESS OF DEVELOPER/OWNER] and the City of Ketchum, a municipal corporation of the State of Idaho, including successors and assigns (the “**City**”). The Parties make this Declaration of Affordability Covenant (this “**Declaration**”) as of [Month Date], 20[Year] (the “**Effective Date**”), for the purpose of encumbering the improved real estate described on attached Exhibit A (the “**Home**”), having an address of [Street Address, City, State, Zip Code].

## RECITALS

1. To satisfy a condition of approval, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Owner and the City are entering into this Covenant and Declaration.
2. The City operates a program to preserve affordable and workforce housing opportunities through the stewardship of homes whose owners, at the time of permitting, have agreed to accept certain covenants, conditions, and restrictions in exchange for an exceedance of development standards or other incentives (the “Program”).
3. The purpose of this Declaration is to include the Home[s] in the Program, as per [DESCRIBE MECHANISM: design approval by Ketchum City Council or plat Exceedance Agreement] dated [Month Date], 20[Year]. Consistent with the Program, this Declaration includes terms that affect the use and rental price of the Home and are designed to ensure that the Home continues to be affordable to low- and moderate-income households over an extended period and through a succession of owners.
4. Pursuant to the terms and conditions of this Deed Covenant, Owner hereby grants to the City an interest in the Property, as more specifically set forth herein. This interest must allow the City to administer the terms and conditions of this Deed Covenant and of the Guidelines, defined below, but is not to be construed to impair the ability of a mortgagee to remedy a default or foreclose under the terms of a mortgage and/or deed of trust. Notwithstanding the City's interest in the Property set forth herein, the Owner is the sole owner of a fee simple estate in the Property.
5. Owner and the City hereby agree that the Property must be exclusively and permanently dedicated for use and occupancy by a “Qualified Renter,” defined below, as outlined in the Policies and in this Deed Covenant.

## **Article I. Submission of Real Estate, Defined Terms**

1. Submission of Real Estate. By signing this Declaration, the Owner submits the Home to the covenants, conditions, and restrictions of this Declaration for the benefit of the City. The City, including through any Program Administrator the City may appoint from time to time, will have the right to enforce this Declaration.
2. Consideration; Value Exchanged. The Owner recognizes that the Home would otherwise be market rate but the Owner is voluntarily building in exceedance of existing code requirements or receiving other detailed incentive in exchange for the inclusion of deed-restricted units in the development.
3. Any Excess Proceeds of Transfer Go to City.

- A. The Owner recognizes that it would be contrary to the purposes of this Declaration if the Owner could receive more than the as-is restricted and encumbered value of the property (“Maximum Sale Price”) as the result of an eminent domain proceeding or foreclosure. It would also be contrary to the purposes of this Declaration if the Owner could receive financial benefit by violating Article II.2 (“Home may not be leased, Short-term Rented, Encumbered, Sold, or Transferred”). Therefore, the Owner hereby irrevocably assigns to City any net proceeds of eminent domain proceeding or foreclosure, that would otherwise have been payable to the Owner after satisfaction of all Mortgages, if applicable, and that exceed the amount of proceeds that the Owner would have received if the property had been sold only for the Maximum Sale Price or used only in accordance with this Article (I.3 “Any Excess Proceeds of Transfer Go To City”). For the avoidance of doubt, the Owner authorizes and instructs any party conducting any eminent domain proceeding or foreclosure to pay such Excess Proceeds directly to City. If, for any other reason, Excess Proceeds are paid to Owner, Owner hereby agrees to promptly pay such amount to City.
- B. The City must have, and the Owner hereby grants and consents to, a lien upon the Home for any Excess Proceeds. Such lien will be prior to all other liens and encumbrances on the Home except (i) liens and encumbrances recorded before the recording of this Declaration and (ii) liens for real property taxes and other governmental assessments or charges against the Home.

#### 4. Term of Declaration.

- A. This Declaration will remain in effect for sixty-five (65) years after the Effective Date (the “Term”), unless terminated earlier by recordation of a new Declaration upon transfer of the Home to a new Owner in accordance with Article VII; or (ii) foreclosure and expiration of the Purchase Option under Article VI.
- B. Upon expiration of the full Term, the Owner will have the option either to (i) record an amendment to this Declaration encumbering the Home for an additional term; or (ii) pay to the City the Excess Proceeds that would be received by the Owner if the Owner, upon expiration of the Term, were to sell the Home unencumbered by this Declaration to a third party in a bona fide arm’s length transaction. If the Owner does not elect option (i) by recording an amendment before expiration of the Term, the Owner will be deemed to have elected option (ii). Excess Proceeds will be calculated and paid under option (ii) as follows:
  - i. The City, at its sole cost and expense, will obtain an Appraisal of the Home to include the Maximum Sale Price (as-is restricted and encumbered value of the property) and the fair market, unencumbered value;
  - ii. The City will calculate Excess Proceeds by subtracting the Maximum Resale Price from the fair market value of the Home, as determined by the Appraisal; and

- 1) If the calculation in this subparagraph (ii) results in a negative number (in other words, if the Maximum Resale Price is higher than the fair market value), the Owner will not owe any Excess Proceeds, and the City will promptly record a release of this Declaration; or
  - 2) If the calculation in this subparagraph (ii) results in a positive number (in other words, if the Maximum Resale Price is lower than the fair market value), the Owner must pay the Excess Proceeds to the City within 90 days after receiving the City's calculation, and the City will then promptly record a release of this Declaration.
5. Covenants to Run with the Land. The Owner intends, declares, and covenants (a) that this Declaration, including all restrictions, rights and covenants contained herein, are covenants running with the land, encumbering the Home for the Term, and are binding upon the Owner and the Owner's successors in title and assigns, (b) are not merely personal covenants of the Owner, and (c) inure to the benefit of and be enforceable by the City and its Program Administrator, successors and assigns, for the Term. Because the Declaration runs with the land, it encumbers the Home for the Term and is binding upon the Owner's successors in title and assigns regardless of whether such successors in title and assigns agree in writing to be bound by the Declaration or execute a new Declaration at the time of resale, as provided in Article VIII.
6. Local Laws Applicable to Program Apply. This Declaration, including all restrictions, rights and covenants contained herein, implements certain features of exceeding the Development Standards established under Ketchum Code Section 17. In addition to the Declaration, the Home is subject to the Code and the Program Guidelines, as administered by the City, including any amendments thereto if the amendments do not have a materially adverse effect on the interests of the Owner.
7. Defined Terms. Owner and City agree on the following definitions of key terms used in this Declaration.
- A. **"Appraisal"**: Fair market valuations of the Home performed by a duly licensed appraiser, conducted by analysis and comparison of comparable properties, (a) disregarding all of the restrictions of this Declaration and (b) the as-is, restricted value based on restrictions in this Declaration.
  - C. **"BCHA"**: Blaine County Housing Authority, its successors and assigns, is an Idaho independent public body corporate and politic.
  - D. **"Maximum Rent"**: The Maximum Rent corresponds with the Area Median Income level outlined in I.7(E) "Qualified Renter", as determined by BCHA. Maximum Rent includes all essential utilities (electricity, gas, water, sewer, trash, and any other fees including HOA fees).
  - E. **"Qualified Renter"**: A person or group of persons

- iii. whose household income at lease-up and the following six (6) months does not exceed the amount listed in Exhibit B, as calculated and adjusted for household size from time to time by the BCHA (the “**AMI Eligibility Threshold**”);
- iv. whose household size is appropriate for the Home;
- v. whose assets at lease-up do not exceed value listed in Exhibit B, as calculated and adjusted for household size from time to time by the BCHA;
- vi. meets BCHA’s eligibility and screening criteria, is qualified by BCHA, and is on BCHA’s waitlist or with the City’s approval, on an alternative waitlist;
- vii. Occupies the home as their primary residence at least nine (9) months per year.

A household size is “appropriate for the Home” if the household size does not exceed two persons per bedroom, plus one, and is not less than one person per bedroom.

If, when the Qualified Renter annually certifies program compliance, City determines that the Qualified Renter’s income or assets have since exceeded the income category above their initial qualification category (for example, was category 4 and is now category 6), City will work with the Qualified Renter to determine whether alternative housing is available and viable.

- F. “**Event of Default**”: Any violation of the terms of this Declaration unless the violation has been corrected (“**cured**”) by the Owner in the period of time specified in a written Notice of Default has been given by the City. See Article VIII. Enforcement.
- G. “**Ineligible Renter**”: A person or group of persons, or a person and their spouse, not meeting the requirements to be eligible as a Qualified Renter and not approved by the City at lease-up.
- H. “**Intent-to-Sell Notice**”: Owner’s notification to the City and City that the Owner wishes to sell the Home with Owner’s current phone and email information.
- I. “**Mortgage**”: A loan secured by a lien or security interest in the Home, together with any modifications, which may be made from time to time, by agreement between the Owner and the Mortgagee.
- J. “**Mortgagee**”: The lender shown on the security instrument securing a Mortgage, its assignees and the owner of such Mortgage.
- K. “**Out of Compliance Renter**” A renter who does not adhere to the Program Guidelines and has not cured being out of compliance, per the City’s requirements and Program Policies.
- L. “**Program Administrator**”: The entity designated by the City to administer and manage compliance with this deed restriction. Program Administrator has the same enforcement rights as the City.
- M. “**Purchase Option**”: As described more fully in Article VII, City’s option to purchase the Site at the Mortgage obligation, which is triggered by (i) City’s receipt of notice of a Foreclosure Action under Article VI, (ii) any sale or transfer resulting from a Foreclosure

Action under Article VI, and/or (ii) an Event of Default under Article VIII (any of the foregoing, an “**Option Trigger Event**”).

- N. “**Program Policies**” are those certain Community Housing Policies, or its identified substitute, adopted by City Council and in effect as of the applicable date for reference to such Guidelines. The Council may amend the Guidelines at any time in its sole and exclusive discretion, provided, however, any such amendments must either be neutral or for the benefit of the Owner or be approved in writing by the Owner and become an amendment to this Deed Covenant. Without limiting the foregoing, the most current Guidelines or Policies were adopted by the Ketchum City Council in Blaine County, Idaho on [INSERT DATE]. If no such policies have been adopted by Ketchum City Council, then Blaine County Housing Authority’s Community Housing Guidelines or Policies will be adhered to.

## **Article II. Use of Home**

1. Owner must rent the Home for use as a primary residence to a Qualified Renter.
  - A. The Qualified Renter may use the Home only for residential purposes and any activities related to residential use that are permitted by local zoning law, except for short-term rental. Additional criteria are in Program Policies. A lease is required for a minimum of a twelve (12) month term.
  - B. If the Home remains unoccupied by a Qualified Renter for more than two months and the City has fulfilled their role outlined in Article III, then the City reserves the right to charge a fee as specified in Article IV and, without cure, default as described in Article VIII.3.
2. Home May Not be Leased, Short-term Rented, Encumbered, Sold, or Transferred Except as Provided in Articles VI and VII. No interest in the Home, including without limitation a fee simple interest, tenancy in common, joint tenancy, community property, tenancy by the entirety, life estate, limited estate, leasehold estate, tenancy, easement, mortgage, deed, lien, security interest, or other encumbrance, whether voluntary or involuntary, may be granted, sold, assigned, conveyed, or transferred except in accordance with Articles VI (“Financing and Foreclosure”) and VIII (“Transfer and Turnover of Home”) of this Declaration.
3. Owner Rent Increases are Limited. For any given Qualified Renter, the Owner cannot increase the rent by more than the greater of 4% of current rent every twelve (12) months at lease renewal, without pre-approval of the City. The Owner is obligated to first give the City thirty (30) days written notice of intent to raise above the allowable amount and respond in a timely manner to the City’s requests for documentation that justifies such an increase. Then, if approved, the Owner must give the Qualified Renter at least ninety (90) days written notice.



4. Owner cannot charge above the Maximum Rent. Owner is obligated to ensure that no more than the Maximum Rent is charged, including essential utilities.
5. Owner Must Work with City to Lease-Up. Owner must notify the City (i) simultaneously with sending Qualified Renter a notice of default, noncompliance, eviction, or lease renewal (which adheres to Exhibit C, Tenant Rights); (ii) within three (3) days of receipt of notice from Qualified Renter of intent to vacate or not renew lease.
6. Owner Must Maintain the Home Responsibly and in Compliance with the Law and Other Recorded Documents. The Owner must maintain all parts of the Home in good working order, in a safe, sound and habitable condition, and in full compliance with all laws and regulations. Owner must comply, and cause the Home and all occupants to comply, with all declarations, easements, and other documentation recorded against the Home in the local real estate records. If the requirements of any recorded documents are inconsistent with the requirements of this Declaration, the Owner must comply and must cause the Home and all occupants to comply, with the stricter requirement. Qualified Renters have the right to inspect the home before executing a lease.

### **Article III. Role of City**

1. City Has a Right to Conduct Annual Meetings with the Owner and Qualified Renter. The City may conduct annual meetings with the Owner in the offices of the City or in the Home or some other mutually convenient location (or via mutually convenient electronic means) for purposes of obtaining occupancy certifications and addressing any other Program requirements. Meetings with Owner and Tenant may be conducted separately. The Owner will cooperate with the City in scheduling and attending these meetings and will provide City with the requested information. The City may opt to request such information from the Owner by phone, mail, email, or some other method instead of conducting an in-person (or electronically facilitated) meeting, and the Owner will then promptly provide the City with the requested information using the alternative method.
2. City Has a Right to Inspect the Home. The City may inspect any part of the Home on an annual basis at any reasonable time, to be scheduled with the Qualified Renter or, if vacant, the Owner. If occupied, the City must notify the Owner at least three (3) days before carrying out such inspection. The Owner will cooperate with the City's efforts to schedule and conduct the inspection, and if negative property conditions are identified, the City has the right to re-inspect until they are resolved. The inspection will include a review that the Home is decent, safe, and sanitary and in good repair and in conformance with local code.
3. City has Right to Review Lease. The City has the right to review the lease at lease-up before execution and at any point thereafter. City may also discuss lease terms with the Qualified Tenant.

4. City Will Identify Prospective Qualified Renters. At initial and any following lease-up, the City will refer Qualified Renters to the Owner. The City will work with the Owner as provided in Article II and VIII, as applicable.
5. City's Administrator, Successors, and Assigns. The City may designate a Program Administrator, a successor or assign to its rights and obligations under this Declaration, provided that such Program Administrator, successor or assign is a governmental body, governmental agency, or entity (non-profit or for-profit) with a purpose consistent with the Program.
6. Nonliability of City for Negligence, Loss or Damage. The Owner understands and agrees that the relationship between Owner and City is solely that of an Owner and a program administrator. The City does not owe a duty of care to protect the Owner against negligent, faulty, inadequate, or defective building or construction or any condition of the Home. Owner agrees that neither Owner nor Owner's heirs, successors or assigns must ever claim, have, or assert any right or action against the City for any loss, damage, or other matter arising out of or resulting from any condition of the Home and will hold the City harmless from any liability, loss, or damage for these things.

#### **Article IV. Fees, Taxes, and Assessments**

1. Owner Must Pay a Fee for Unoccupied Home. Owners must lease vacated unit within 30 days of vacation to a Qualified Renter. If City provided owner with Qualified Renter(s) in a timely manner (after receiving required notice in II.5) and determines that the Owner is not, in good faith, proceeding with signing a lease and moving in new tenants, the City may determine that the Owner is in violation of Article II. Any owner in violation Article II must pay monetary damages to the City that equal the Maximum Rent for the duration of the known violation. Property vacant for more than three months or ninety (90) days constitutes default.
2. Owner Must Pay a Fee for Renting to Ineligible Renter. If City is notified that the Owner may be leasing to an Ineligible Renter, the City will notify the Owner and request documentation and clarification. If the City confirms occupation by an Ineligible Renter, monetary damages must be paid to the City that equal the difference between the Maximum Rent and (i) the monthly rent charged, confirmed by bank statements, a signed lease, a signed tenant statement, or other documentation accepted by the City for the duration of the violation or if (ii) is unavailable then Market Rent, as determined by BCHA (Median Advertised Rent per bedroom size and location), for the number of months in violation. Upon that determination, the Owner must work with the City on transitioning out the current Ineligible Renter to a Qualified Renter. In addition,
  - A. Owner must provide Ineligible Renter at least a ninety (90) day eviction notice;

- B. Owner must pay Ineligible Renter relocation expenses in an amount equal to six times the tenant's monthly rent paid by the Owner;
3. Owner Is Responsible for Paying all Fees, Taxes and Assessments. Owner must pay directly, when due, all fees, taxes, governmental and Owner association assessments that relate to the Home, unless such taxes and assessments are to be escrowed and paid by a Owner, in which case payment must be made as directed by that Owner.
  4. City Can Collect Unpaid Amounts When Home Is Sold. In the event that any amounts due under this Declaration remain unpaid when the Home is sold, including without limitation amounts due to City under this Article IV and any enforcement fees under Section 9.03(e), the outstanding amount, including any interest (the "Unpaid Amounts"), must be paid to the City out of any proceeds from the sale that would otherwise be due to the Owner.

## **Article V. Insurance, Damage or Destruction, Taking for Public Use**

1. Owner Must Insure the Home Against Loss. The Owner must, at the Owner's expense, keep the Home continuously insured against accidental direct physical loss with a coverage limit equal to the estimated full replacement cost of the Home, that is, the amount necessary to rebuild the Home as opposed to the Home's market value. The insurance policy must satisfy all requirements of any Mortgage of record, and certificates of insurance must be delivered to City upon request.
2. What Happens if Home Is Damaged or Destroyed. In the event of fire or other damage to the Home, the Owner must take all steps necessary to assure the repair of such damage and the restoration of the Home to its condition immediately prior to the damage. All such repairs and restoration must be completed as promptly as possible. Owner must also promptly take all steps necessary to assure that the damaged Home does not constitute a danger to persons or property. For clarity, the obligations of the Owner to repair and restore the Home are the same in a case of insufficient insurance proceeds as in a case of excess insurance proceeds; in either case the Owner must still repair and restore the Home, obtaining additional funds (in the case of insufficient insurance proceeds) or, if permitted by the terms of the policy and the terms of any Mortgage, retaining excess funds (in the case of excess insurance proceeds). In a case where repair and restoration are not feasible (for example, in the case of sinkhole or other condition that materially adversely impacts and precludes restoration of the structure of the Home), the Owner must provide reasonably acceptable documentation of such circumstance to City, and in such case will be excused from repairing and restoring the Home, provided that the Owner uses available insurance proceeds to pay off any lien on the Home and the Owner provides the City with Excess Proceeds as applicable.
3. What Happens if Some or All of the Home Is Taken for Public Use.

- A. If all of the Home is taken by eminent domain or otherwise for public purposes, or if so much of the Home is taken that the Home is lost or damaged beyond repair, this Declaration will terminate as of the date when Owner is required to give up possession of the Home, provided, however, that any Excess Proceeds (defined in Article I) arising from eminent domain or other public use proceedings will be paid to City.
- B. In the event of a taking of a portion of the Home that results in damage to the Home that can reasonably be restored to a residential use consistent with this Declaration, then this Declaration will remain in full force and effect and the damage must be treated as damage is treated in Article V.2 above.

## **Article VI. Financing and Foreclosure**

1. By Signing Declaration, City Gives Permission for Original Mortgage. By signing this Declaration, the City gives written permission for the first and second priority mortgage or deed of trust signed by the Owner and financing the Owner's purchase and development of the residential portion of the site ("the Site").
2. Survival of Declaration Upon Exercise of Remedies by Mortgagees.
  - A. If the Mortgagee, deed of trust, or other encumbrance on the Site conducts a foreclosure sale, accepts a deed in lieu of foreclosure, or exercises any other right or remedy that results in the Owner no longer having title to the Site (any such right or remedy, a "Foreclosure Action"), this Declaration must run with the land pursuant to Article I.4 above and will continue to encumber the Home as follows:
  - B. The Owner expressly authorizes any Mortgagee to provide City with any information requested by City with respect to the obligations secured by a mortgage, deed of trust, or other security instrument encumbering the Site, including without limitation, the original or maximum principal amount of the loan, the interest rate and other terms governing repayment, payment history, including any history of delinquent payments, current payments of principal, interest, and late fees due or delinquent, and the amount of total obligations currently secured by the Mortgage.
  - C. The Owner understands and agrees that nothing in this Declaration (i) in any way constitutes a promise or guarantee by the City that the Mortgagee will actually receive the Mortgage Satisfaction Amount or any other price for the Site, or (ii) impairs the rights and remedies of the Mortgagee in the event of a deficiency.
3. If Potential Foreclosure, the City Has an Option to Purchase the Site.
  - A. At least 60 days prior to any potential Foreclosure Action, the Owner must notify the City of (i) the name of the lender on the note triggering the potential foreclosure activity; (ii) the original amount and date of the note, the existing balance, and the annual debt cost; (iii) the position of the note relative to other liabilities on the property; (iv) a detailed description of the circumstances that have prevented timely

payment of interest on the note; (v) a detailed description of efforts between the owner and the holder of the note to reach an agreement to modify the terms of the note to prevent foreclosure; and (vi) any relationship between the holder of the note and the owner of the property by familial relationships, common principals, owners or employees.

- B. Upon (i) City's receipt of notice of a Foreclosure Action under Article VI; (ii) any sale or transfer resulting from a Foreclosure Action under Article VI; and/or (iii) an Event of Default under Article VIII (any of the foregoing, an "Option Trigger Event"), the City will have the option to purchase the Site at the amount of such total obligations under the Mortgage (the "Purchase Option"). For purposes of subparagraph (iii), (A) the amount of total obligations owed to the Mortgagee must be calculated as of the date the sale to the City closes, and (B) no Option Trigger Event occurring after a sale or transfer resulting from a Foreclosure Action must trigger an additional Purchase Option (rather, the City must be limited to the single Purchase Option initially triggered by the sale or transfer resulting from the Foreclosure Action). The Purchase Option is designed to further the purpose of preserving the affordability of the Home for succeeding Qualified Renters while taking fair account of the investment by the Owner.
  - C. If the City elects to purchase the Home, the City will exercise the Purchase Option by notifying the current Owner and any Mortgagee in writing of such election (the "Notice of Exercise of Option") within 180 days after the Option Trigger Event, or the Option may expire. Having given such notice, the City may (i) proceed to purchase the Site directly or (ii) assign the Purchase Option to another entity that would maintain a similar deed restriction program.
  - D. The purchase (by City or City's assignee) will be completed within 90 days after the City's Notice of Exercise of Option, or the Purchase Option will be of no further force and effect with respect to such Option Trigger Event. Except in the case of a Foreclosure Action, the Purchase Option will remain in effect with respect to Option Trigger Events occurring after the subject Option Trigger Event. The time permitted for the completion of the purchase may be extended by mutual agreement of the City or its assignee and the Owner and, if applicable, the Mortgagee undertaking the Foreclosure Action.
4. Distribution of Sales Proceeds. In the event that the City does not exercise the Purchase Option, the proceeds of any sale conducted in accordance with this Article VI must be distributed as follows: first to satisfy Mortgages in order of priority, second to pay the City's Unpaid Amounts and Excess Proceeds, third to pay taxes, Owner association assessments, and any statutory or municipal fees currently due and payable, fourth to pay amounts owed to any other secured lien holders.

## **Article VII. Transfer and Turnover of the Home**

1. At transfer or sale of the Home, new Owner is subject to the same terms. Any new Owner will take title subject to all the terms and conditions of this Declaration, including the Term, and must execute and record such documents as the City may require and/or approve.

Before proceeding with a sale, the Owner must give the City at least 30 days prior written notice and must promptly provide the City with related documentation requested by the City.

2. Repairs and Turnover Procedures. The Owner is required to make necessary repairs when the Home is turned over as follows:
  - A. The Owner will provide an Inspection Checklist in the lease that the Qualified Renter must, prior to signing the lease, use (i) with an inspector at their sole expense or (ii) to self-inspect and the City has the option of inspecting. The inspection is to ensure that the Home is in decent, safe, and sanitary condition and identify any additional needed repairs. The Owner must cooperate fully with the inspection.
  - B. The Owner will repair specific reported defects or conditions necessary to bring the Home into full compliance with the checklist and deed restriction prior to transferring the Home.
  - C. The Owner will bear the full cost of the necessary repairs and replacements.

## **Article VIII. Enforcement**

1. What Happens if Owner Violates Other (Nonmonetary) Terms of the Declaration. It will be an event of default if the Owner fails to abide by any other requirement or restriction stated in this Declaration and/or any other document of record encumbering the Home, and such failure is not cured by the Owner or a Mortgagee within 60 days after notice of such failure is given by the City to the Owner and any Mortgagee. Notwithstanding the foregoing, the Owner will not be entitled to a cure period for any violation of the construction or statutory lien provisions in Article V, the financing provisions in Article VI, the transfer provisions in Article VII and Article II, or the provisions of Article VIII below, and the City will be entitled to exercise the rights and remedies under Article VIII.4 for any such violation immediately upon notice of such violation being given by the City to the Owner and any Mortgagee.
2. What Happens if Owner Defaults as a Result of Judicial Process. It is an event of default if the Home is taken on execution or by other process of law, or if any assignment is made of the Home for the benefit of creditors, or if a receiver, trustee in involuntary bankruptcy or other similar officer is appointed to take charge of any substantial part of the Home by a court of competent jurisdiction, or if a petition is filed for the reorganization of Owner under any provisions of the Bankruptcy Act now or hereafter enacted, or if Owner files a petition for such reorganization, or for arrangements under any provision of the Bankruptcy Act now or hereafter enacted and providing a plan for a debtor to settle, satisfy or extend the time for payment of debts.
3. City-approved correction of Out of Compliance Renter. Owner may be required to lease to a new tenant, if the City determines that the current lease is with an Out of Compliance Renter.

4. Default (Uncured Violation) Gives City the Right to Exercise Rights and Remedies. Upon the occurrence of an event of default that continues beyond any applicable cure period, the City will have, in addition to all other rights and remedies provided at law or in equity, the right, at the City's option, without further notice or demand of any kind, to take any one or more of the following actions:
- A. The right to enforce this Declaration independently by appropriate legal proceedings and to obtain injunctive and other appropriate relief on account of any violations including without limitation relief requiring restoration of the Home to the condition, affordability or occupancy which existed prior to the violation impacting such condition, affordability or occupancy (it being agreed that there must be no adequate remedy at law for such violation), and will be in addition to, and not in limitation of, any other rights and remedies available to the City.
  - B. In the case of a default under Article VIII.1 or VIII.2, including without limitation the institution of foreclosure by judicial proceeding or private sale;
  - C. Without limitation of any other rights or remedies of the City, or its successors and assigns, in the event of any rent, conveyance, financing, refinancing, or other transfer or occupancy of the Home in violation of the provisions of this Declaration, the following rights and remedies, which will be cumulative and not mutually exclusive:
    - a. specific performance of the provisions of this Declaration;
    - b. money damages for Excess Proceeds and Unpaid Amounts, if applicable;
    - c. the right to void any contract for lease, conveyance or other transfer of the Home in violation of the provisions of this Declaration, by an action in equity to enforce this Declaration; and
    - d. money damages for the cost of acquiring a comparable dwelling unit for a Qualified Renter, as determined by the unrestricted value in an Appraisal paid for by the Owner.
  - D. In addition to the foregoing, the Owner hereby agrees and will be obligated to pay all fees and expenses (including legal fees) of the City in the event successful enforcement action is taken against the Owner or Owner's successors or assigns.
  - E. The Owner for themselves and their successors and assigns, hereby grants to the City the right to take all actions with respect to the Home which the City may determine to be necessary or appropriate pursuant to applicable law, court order, or the consent of the Owner to prevent, remedy or abate any violation of this Declaration.

## **Article IX. Mediation**

1. Mediation. Nothing in this Declaration will be construed as preventing the parties from utilizing any process of mediation in which the parties agree to engage for the purpose of resolving a dispute.

## **Article X. Notices and Other Provisions**

1. **Notices.** Whenever this Declaration requires either party to give notice to the other, the notice must be given in writing and delivered in person or mailed, by certified or registered mail, return receipt requested, to the party at the address set forth below, or such other address designated by like written notice:

If to City:

City of Ketchum  
P.O. Box 2315  
Ketchum, ID 83340  
Attn: Housing

If to Owner:

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

Attn: \_\_\_\_\_

All notices, demands and requests will be effective upon being deposited in the United States Mail or, in the case of personal delivery, upon actual receipt.

2. **Severability.** If any part of this Declaration is unenforceable or invalid, such material will be read out of this Declaration and will not affect the validity of any other part of this Declaration or give rise to any cause of action of Owner or City against the other, and the remainder of this Declaration will be valid and enforced to the fullest extent permitted by law.
3. **Waiver.**
  - A. The waiver by City at any time of any requirement or restriction in this Declaration, or the failure of City to take action with respect to any breach of any such requirement or restriction, will not be deemed to be a waiver of such requirement or restriction with regard to any subsequent breach of such requirement or restriction, or of any other requirement or restriction in the Declaration. City may grant waivers in the terms of this Declaration, but such waivers must be in writing and signed by City before being effective. Notwithstanding the foregoing, the City may not waive the provisions of Sections 1.03(b) and 7.04 of this Declaration. THIS PROVISION DOES NOT WAIVE ANY OTHER AGREEMENTS, LAND USE ENTITLEMENTS, OR EXCEEDANCE AGREEMENTS FOR THE PROPERTY.
  - B. The subsequent acceptance by City of any late payments will not be deemed to be a waiver of any preceding breach by Owner of any requirement or restriction in this Declaration, other than the failure of the Owner to make the particular payment so



accepted, regardless of City's knowledge of such preceding breach at the time of acceptance of such payment.

4. Headings and Table of Contents. The headings, subheadings and table of contents appearing in this Declaration are for convenience only and do not in any way limit or amplify the terms or conditions of this Declaration.
5. Parties Bound. This Declaration sets forth the entire agreement between City and Owner with respect to the subject matter of this Declaration. This Declaration is binding upon and inures to the benefit of these parties and, in accordance with the provisions of this Declaration, their respective successors in interest. This Declaration may be altered or amended only by written notice executed by City and Owner or their legal representatives or, in accordance with the provisions of this Declaration, their successors in interest.
6. Governing Law. This Declaration will be interpreted in accordance with and governed by the laws of the State of Idaho. The language in all parts of this Declaration will be, in all cases, construed according to its fair meaning and not strictly for or against City or Owner.

IN WITNESS WHEREOF, the parties have caused this Declaration to be executed as of the Effective Date.

**[INSERT SIGNATURE BLOCKS AND NOTARY ACKNOWLEDGMENTS.]**

**Exhibit A. Legal Description**  
of the Home with unit #

**[INSERT ANY STATEMENTS REQUIRED FOR RECORDING]**

## Exhibit B. Income Restrictions

Owner developed property addressed as [REDACTED], Ketchum, Idaho 83340 for a [REDACTED] square foot retail/service/office/residential/etc. building. This development generated the obligation to provide Community Housing in accordance with [REDACTED] Approval. Owner is restricting:

- Unit [REDACTED], with [REDACTED] number of bedrooms with Income Range [REDACTED], Category [REDACTED].
- Unit [REDACTED], with [REDACTED] number of bedrooms with Income Range [REDACTED], Category [REDACTED].
- Unit [REDACTED], with [REDACTED] number of bedrooms with Income Range [REDACTED], Category [REDACTED].

## **Exhibit C. Tenant Rights, to be included as Lease Addendum**

1. Qualified Renter. The Owner must rent the Home to a Qualified Renter. Renters are required to respond to the City of Ketchum's requests for information to annually certify compliance. If Renter is determined to be Out of Compliance with City of Ketchum's program guidelines, then a notice to vacate may be delivered to tenant following Idaho's Tenant-Landlord Laws.
  - A. If, when the Renter annually certifies program compliance, the City or assigned Program Administrator determines that the Renter's income or assets have since exceeded the income category above their initial qualification category (for example, was category 4 and is now category 6), the Renter must – at the City's request – discuss and work with the City to determine whether alternative housing is available and viable to relocate to.
2. Owner Rent Increases are Limited. For any given Qualified Renter, the Owner cannot increase the rent by more than the greater of 4% of current rent every twelve (12) months at lease renewal, without pre-approval of the City. The Owner is obligated to first give the City thirty (30) days written notice of intent to raise above the allowable amount and respond in a timely manner to the City's requests for documentation that justifies such an increase. Then, if approved, the Owner must give the Qualified Renter at least ninety (90) days written notice.
3. Owner cannot charge above the Maximum Rent. Owner is obligated to ensure that no more than the Maximum Rent is charged, including essential utilities.
4. Owner Must Rent the Home for use as Primary Residence. The Qualified Renter may use the Home only for residential purposes and any activities related to residential use that are permitted by local zoning law, except for short-term rental. Additional criteria are in Program Policies. A lease is required for a minimum of a twelve (12) month term.
5. Owner may not Evict or not Renew Lease without Just-Cause or Mediation.
  - A. Just-cause for eviction and non-renewal of leases is allowed of a Qualified Renter after (i) a Notice of Default or Non-Compliance was provided to the Qualified Renter and City, (ii) Owner makes a reasonable effort to participate in the mediation process as determined by the City and adheres to any resulting mediation agreement, and (iii) a 30-day written notice is provided the Qualified Renter and City. Just-cause eviction includes the following:
    - i. Failure to pay rent or habitual late payment of rent;
    - ii. Repeated disorderly conduct;
    - iii. Damage or destruction to the property;
    - iv. Substantial violation or breach of covenants or agreements contained in the lease pertaining to illegal use of controlled dangerous substances or other illegal activities;
    - v. Refusal to accept reasonable changes in the terms and conditions of the lease;

- vi. Conviction of a drug offence committed on the property and Qualified Renter has not in connection with his sentence either (1) successfully completed or (2) been admitted to and continues during probation participation toward completion of a drug rehabilitation program;
  - vii. The City determines that the tenant falsified eligibility with program criteria.
- B. 5.A. applies except for just-cause evictions sought in the following scenarios:
- i. Qualified Renter is found by Owner to be producing a controlled substance on the property, with a three (3) day eviction notice;
  - ii. Qualified Renter is convicted of assaulting or threatening the landlord, their family, employees, or other tenants, with a three (3) day eviction notice.
- C. If the Qualified Renter is committing acts of domestic violence and/or sexual assault, then the Owner must (1) refer tenants to the Advocates and (2) follow the Violence Against Women Act;
- D. Owner may not coerce or harass tenants to waive their rights, lease-terms, or move out.
6. Owner's Ability to Improve the Home is Limited. The term "**Capital Improvements**" means any improvements that (i) exceed more than a single eight-hour day; (ii) requires packing, moving, or storing belongings; (iii) continued occupancy constitutes a danger to the Qualified Renter's health or safety and/or the nature of the improvement creates an undue burden or unnecessary hardship; or (iv) the Qualified Renter does not have access to functional kitchen or bathroom facilities. In addition, Capital Improvements include any improvements that change the footprint, square-footage, or height of the house. No improvements may be made to the Home that would affect its bedroom configuration.
- A. The Owner will not make any Capital Improvements to the Home without the prior written consent of the City, which consent may be withheld in the City's sole and absolute discretion or may include notice and relocation assistance requirements.
  - B. The Owner may make other improvements to the Home without the consent of the City as long as such improvements (i) do not meet the criteria in Section 4, (ii) are constructed in a professional manner, (iii) reasonable efforts are made to comply with Qualified Renter's scheduling requirements, and (iv) comply with all applicable laws and regulations.
  - C. Section 4 does not apply in the event the Home is damaged or destroyed following a fire or other casualty.
7. Repairs and Turnover Procedures. The Owner is required to make necessary repairs when the Home is turned over as follows:
- D. The Owner must provide an Inspection Checklist in the lease that the Qualified Renter must, prior to signing the lease, use (i) with an inspector at their sole expense or (ii) to self-inspect and the City has the option of inspecting. The inspection is to ensure that

the Home is in decent, safe, and sanitary condition and identify any additional needed repairs. The Owner must cooperate fully with the inspection.

- E. The Owner must repair specific reported defects or conditions necessary to bring the Home into full compliance with the checklist and deed restriction prior to transferring the Home.
- F. The Owner must bear the full cost of the necessary repairs and replacements.

When Recorded Return To:  
Blaine County Housing Authority  
P.O. Box 4045  
Ketchum, ID 83340

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**BLAINE COUNTY HOUSING AUTHORITY**

# **Community Housing Guidelines**

## **As Adopted June 2020**

# 2020 Community Housing Guidelines

## Outline of Sections

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- B. Purpose of Guidelines
- C. Role of the Blaine County Housing Authority
- D. Definitions

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### **Note:**

- *To go to the beginning of a Section, simply click that section, above.*
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## Section 1. Introduction

### A. Mission Statement

The Blaine County Housing Authority's mission is to advocate, promote, plan and preserve the long-term supply of desirable and affordable housing choices in all areas of Blaine County in order to maintain an economically diverse, vibrant, and sustainable community.

### B. Purpose of Guidelines

1. The purpose of these Guidelines is to define and describe the process of renting, purchasing, or developing Community Homes and Employee Housing within Blaine County. They are intended to assist government staff, the development community, Applicants, and the public, in understanding the priorities for and processes of governing Community Housing development and administration in Blaine County. The Guidelines do not replace professional guidance available from the Blaine County Housing Authority (BCHA) staff.
2. These Guidelines are intended to support the attainment of BCHA goals and to supplement, rather than supersede, land use and building codes used by the County and Cities. The Guidelines should be used to review land use applications, to establish affordable rental rates and sales prices, to establish criteria for admission and occupancy, and to develop and prioritize current and long-range community housing programs.
3. These Guidelines shall be reviewed on an annual basis and updated as needed to account for the changes that are occurring within Blaine County. Upon approval by the Board of Commissioners of BCHA, they will remain in effect until such time as amended Guidelines are approved by the same body.

### C. Role of The Blaine County Housing Authority

The role of BCHA is to:

1. Qualify Applicants for Community Housing using the criteria set forth in these Guidelines and maintaining an Applicant Database of those persons eligible to rent or purchase Community Homes.
2. Match qualified Applicants with available Community Homes.
3. Monitor compliance with and enforcement of these Guidelines and deed covenants.
4. Develop the criteria by which Community Housing is located, designed, developed, and priced.
5. Provide recommendations regarding proposed Community Housing to Blaine County and its municipalities in accordance with these Guidelines.

### D. Authority of the Blaine County Housing Authority

1. BCHA is an independent public body, corporate and politic created by Blaine County and has all the powers and authority bestowed upon a housing authority pursuant to Title 31, Chapter 42 and Title 50, Chapter 19, Idaho Code.
2. The authority of BCHA may be described generally as follows:
  - (a) BCHA has the authority to administer to municipalities within Blaine County the Community Housing program in accordance with the covenants set forth in the deeds governing each Community Home including, but not limited to, the qualification and selection of purchasers, the administration of purchase and sale agreements, and the enforcement of compliance with the Community Housing covenants affecting the Community Housing property.
  - (b) BCHA may be given authority by Blaine County and its municipalities to incorporate BCHA's location, type and design criteria, and pricing recommendations into proposed development plans and enforce the execution of approved Community Housing Plans for the development of Community Housing.

### E. Definitions

1. **Administration Fee** – The fee charged by BCHA in connection with a completed purchase and sale transaction or a rental lease transaction as

compensation for the creation of and monitoring compliance with the deed covenants of Community Housing.

2. **Applicant/Applicant Household** – Persons or households that have completed the application process to obtain, either through purchase or rental, a Community Home.
3. **Applicant Database** – The group of persons who have submitted applications to BCHA for the rental or purchase of housing subject to a deed covenant (or other housing managed or administered by BCHA).
4. **Applicant Pool** – A group of Applicants selected from the Applicant Database and matched to a specific property for consideration to either rent or purchase that property.
5. **Assets** - Anything owned by an individual that has commercial or exchange value. Assets consist of specific property or claims against others, in contrast to obligations due others.  $Assets = Liabilities + Owner's Equity$ .
6. **Capital Improvements** - Unless otherwise defined in the deed covenants covering the Community Housing unit, any fixture erected as a permanent improvement to real property that enhances the value of the property, excluding repair, replacement, maintenance costs, and standard depreciation when applicable.
7. **Community Housing/Home** - Dwellings restricted (typically via deed covenant) by size and type for individuals meeting asset, income and minimum occupancy Guidelines approved by BCHA and the appropriate governmental body, whichever shall apply.
8. **Co-signer** - A joint signatory of a promissory note, mortgage and/or deed of trust, who may not occupy the Community Home unless qualified by BCHA.
9. **Deed Covenant** - A contract entered into between BCHA and the owner or purchaser of real property identifying the conditions of occupancy and resale. Also known as a "deed restriction."
10. **Disabled Person/Dependent** - A person who meets the definition of "individual with a disability" contained in 29 U.S.C. Section 706(8), and/or as defined in the Americans with Disabilities Act of 1990.

11. **Essential Services Worker** - An employee of an organization that provides a service deemed by BCHA to be essential to the health, safety, and welfare of the community. Such employment includes, but is not limited to, the following: clerical fire and police department workers, hospital emergency room technicians, registered nurses, social service workers (mental health and abuse case workers), communications dispatchers through the Sheriff's Office or Police Department, full-time on-call water, sewer and street department personnel, schoolteachers and various support staff. A written verification of employment duties from the employer is required. Such verification shall also demonstrate the need of that agency to house essential workers in the Blaine County area. Final determination of Essential Service Worker status shall be at the sole discretion of BCHA.
12. **Employee Housing** - Housing which is required to be developed in conjunction with an agricultural or commercial enterprise and is intended for rental by the employees of the enterprise. The rental rates for such housing are set forth in Section 7 and the recorded deed covenants.
13. **First Responder** - An employee of an organization or government entity that provides front line emergency services within Blaine County. Such employment includes, but is not limited to firefighters, mountain rescue, sheriff's deputies, police officers, ambulance drivers and emergency medical technicians. Final determination of First Responder status shall be at the sole discretion of BCHA.
14. **Full Time Employee** - A person who is employed and physically working in Blaine County for one or more employers on the basis of a minimum of 1,500 hours worked per calendar year in Blaine County (which averages 35 hours a week). The term Employed means having a job with one or more employers in Blaine County. Breaks in employment which do not disqualify Applicant include: temporary physical or mental disability, acting as primary caretaker of ill relative, extended vacation not to exceed six months every six years, and full-time education or training. Although these breaks in employment do not disqualify Applicants, the time spent in such activity cannot be included in the total number of years when calculating consecutive years of employment.
15. **Fixture** - Personal property which has been attached to or installed on land or a structure thereon in such a way as to become a part of the real property.

16. **Grievance** - Any dispute that an Applicant, purchaser, seller or tenant may have with BCHA with respect to action or failure to act in accordance with the complainant's rights, duties, welfare or status.
17. **Gross Income** - The total income derived from a business, trust, employment and from income-producing property, before deductions for expenses, depreciation, taxes, and similar allowances. Gross Income shall also include alimony and child support.
18. **Gross Rental Rate** - The total cost (including but not limited to utilities, management fees, taxes, dues, snow removal, etc.) charged to a qualified renter for community housing.
19. **Household** - All individuals who will be occupying the Community Home.
20. **Household Income** – The total Gross Income of all individuals who will be occupying the Community Home. Adjustments to Gross Income for business expenses may be made for persons who are self-employed.
21. **Income Category** – The classification of annual income based upon household size as a percentage of the Area Median Income assigned to Blaine County by the U.S. Department of Housing and Urban Development.
22. **Joint Tenancy** - Ownership of real property by two (2) or more persons, each of whom has an undivided interest with the right of survivorship. Joint tenancy is typically used by related persons.
23. **Liabilities** - Those monetary obligations and debts owed to someone by an individual.
24. **Livable Square Footage** - Is calculated on interior area and is measured interior wall to interior wall (i.e., “paint-to-paint”), including all interior partitions. Also included, but not limited to, are habitable basements and interior storage areas, closets and laundry area. Exclusions include, but are not limited to, uninhabitable basements, mechanical areas, exterior storage, stairwells, garages (either attached or detached), patios, decks and porches.
25. **Local Employer** - A business whose business address is located within Blaine County and whose business employs persons within Blaine County.

26. **Maximum Sale Price** – The allowable sale price as determined by the Community Housing Price Calculator, or for subsequent sales, as set forth in the applicable Deed Covenant.
27. **Net Worth/Household Net Worth** - Combined net worth (all assets minus all liabilities) of all individuals who will be occupying the Community Home, regardless of legal status. Retirement accounts will be reviewed on a case-by-case basis to determine whether or not they shall be included in the net worth calculation.
28. **Primary Residence** - The sole and exclusive place of residence. The owner or renter shall be deemed to have ceased to use the Community Home as his/her sole and exclusive place of residence by accepting permanent employment outside of Blaine County, or residing in the Community Home fewer than nine (9) months out of any twelve (12) months.
29. **Retired Person** – A person who
- (a) has (i) resided in or (ii) was either self-employed full-time or was a Full-Time Employee in Blaine County, Idaho, for not less than ten (10) out of the twenty-five (25) years prior to the date of qualification;
  - (b) shall not have a Net Worth (as such term is defined in Generally Accepted Accounting Principles) in excess of the maximum allowed in Section 7 of these Guidelines; and
  - (c) does not own any other developed residential real property or dwelling units in Blaine County, Idaho, or anywhere else in the United States of America.
30. **Retirement Age** – 60 years of age.
31. **Senior** - A person of the age of 60 years or more.
32. **Special Review** - A review of a petition to waive a provision of these Guidelines due to special circumstances. The process for a Special Review is described in Section 8.
33. **Tenant** - A person who is leasing or has leased a Community Home that is subject to these Guidelines, and any qualifying potential lessee or past lessee of any such home, but only with respect to any issue arising under these Guidelines.
34. **Tenancy in Common** - An ownership of real property by two or more persons, each of whom has an undivided interest, without right of

survivorship. Upon the death of one of the owners, the ownership share of the decedent is inherited by the party or parties designated in the decedent's will.



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## Section 2. Qualifying to Rent or Purchase Community Housing

### A. Basic Qualifications for the Rental or Purchase of Community Housing with an Income Category Deed Covenant

In order to qualify to rent or purchase an Income-Category Community Home, the Applicant/Applicant Household must meet the criteria stated in subparagraphs (a) through (e) below:

1. The Applicant and Co-Applicant must be legal residents of the United States or be in the process of applying for legal residency and,
2. At least one non-dependent member of the Applicant Household must meet one of the following criteria:
  - (a) Be a Full-Time Employee working in Blaine County; or
  - (b) Be a Retired Person who was a Full-Time Employee in Blaine County immediately prior to his/her retirement and who currently lives in Blaine County as his/her Primary Residence; or
  - (c) Be a Disabled Person residing in Blaine County who was a Full-Time Employee in Blaine County immediately prior to his/her disability and who currently lives in Blaine County as his/her Primary Residence, and
  - (d) The Applicant/Applicant Household states his/her intent to occupy the Community Home as his/her Primary Residence; and
  - (e) No member of the Household may own developed residential real estate or a mobile home within Blaine County. (Exception: A Community Home Owner pursuant to Guidelines Section 2.5.)

3. If the Applicant owns vacant (undeveloped) land in Blaine County while renting or owning a Community Home and the undeveloped land is later improved with a residence, the Applicant must relinquish the Community Home or sell the ownership interest in the later-developed residence; and
4. The total Gross Income of all members of the Household shall not exceed the maximum Household Income specified in the current Income Limits published by BCHA on its website for the particular Income Category and Household Size; and
5. The Household Net Worth (the total net worth of all members of the Household) shall not exceed the Allowable Net Worth specified for the particular Income Category.

**Table §2(A). Household Income Categories by Area Median Income (AMI).**

| <b>Income Category</b> | <b>Percentage of Area Median Income</b>                           |
|------------------------|-------------------------------------------------------------------|
| 1                      | Less than 50%                                                     |
| 2                      | 50% to 60%                                                        |
| 3                      | 60% to 80%                                                        |
| 4                      | 80% to 100%                                                       |
| 5                      | 100% to 120%                                                      |
| 6                      | 120% to 140%                                                      |
| 7*                     | 140% to 160%                                                      |
| 8*                     | 160% to 180%                                                      |
| 9*                     | 180% to 200%                                                      |
| L                      | No Income Limit but must be a full-time resident of Blaine County |

\*For Income Categories greater than 6, BCHA will recommend that proposed housing be classified as “Category L” which is housing that will be offered to the full-time residents and employees of Blaine County. Category L housing should be offered in tandem with housing Categorized at Income Category 5 or below.

## B. Applying for Rental or Purchase of a Community Home

### 1. General Application

- (a) All persons wishing to rent or purchase a Community Home shall submit a General Application for Community Housing to BCHA (the current application can be found on BCHA's website). The application to rent is a single step process (General Application form only); the application to purchase is a two-step process (General Application and Purchase Requirements). A General Application will be certified by BCHA as complete only when the necessary steps have been completed.
- (b) All Applicants (whether for purchase or rental of a Community Home) shall complete the General Application form provided by BCHA.
- (c) Upon receipt of the completed General Application, BCHA will provide the Applicant with a Letter of Eligibility specifying the Income Category. The Letter of Eligibility is based only on information supplied by the Applicant and, as such, is unverified; verification is explained further in Section 2.3 below.
- (d) If an Applicant desires to be in the Applicant Database to purchase a Community Home, he/she shall provide the additional following information to BCHA in order to be qualified for purchases:
  - i. Evidence of completion of the Homebuyer Education Course approved by BCHA; and
  - ii. The funds required for the down payment are available to complete the purchase.
- (e) At the time a Community Home is offered to an Applicant, the Applicant shall within five (5) business days provide a pre-certification letter from a recognized mortgage lender, evidencing that Applicant will qualify for a loan for the purchase price of Community Housing in the Income Category for which the Applicant is qualified and deemed eligible. The lender must certify in the pre-certification letter that a credit report has been obtained and the standard federal residential loan application has been completed and reviewed by the lender; and the Applicant is qualified to obtain a standard "principal and interest 30-year fixed rate loan" for a home in the price range for which the Applicant is eligible.

## C. Verifying Application Information

1. BCHA may request additional documentation such as proof of residency, income, assets, and employment. All information and documentation submitted shall be held as confidential by BCHA and shall not be subject to Open Records Requests by the general public. Such documentation is used to determine that an Applicant meets the criteria set forth in §2(A)(2) and/or to verify the information provided in the application under §2.2. All or some of the following may be requested:
  - (a) Federal income tax returns for the last three (3) years;
  - (b) A current income statement and a current financial statement, in a form acceptable to BCHA, verified by Applicant to be true and correct; or other financial documentation acceptable to BCHA. When current income is twenty percent (20%) more or less than income reported on tax returns, the Applicant's income will be averaged based upon current income and the previous year's tax returns to establish an Income Category for the purpose of purchasing a Community Home;
  - (c) Verification of employment in Blaine County;
  - (d) Copy of valid Driver's License or State Identification Card;
  - (e) Vehicle registration, if owned;
  - (f) If the Applicant receives court-ordered alimony, spousal support, and/or child support, a certified copy of the court order must be provided, including all exhibits, supplements and modifications to the decree;
  - (g) Any other documentation that BCHA deems necessary to determine eligibility.
2. Upon receipt of the completed General Application and requested verification forms, the Applicant's name and all information for individuals, Households, and/or Local Employers will be retained in the Applicant Database. On an annual basis, the Applicant must confirm or update the information in order to remain in the Applicant Database. All information will be re-verified at the time an Applicant is selected to rent or purchase a Community Home.
3. The Applicant is responsible to ensure that information provided to BCHA remains current. Additionally, BCHA will, from time to time, contact Applicants to request updated information and to determine whether they wish to remain in the Applicant Database. Income, employer, and household size changes can dramatically affect an Applicant's status. If

any information is deemed to be inaccurate, and the Applicant is unable or unwilling to provide corrected information or documents, the Applicant may be removed from the Applicant Database at the sole discretion of BCHA.

#### D. Process for Matching Applicants to Available Community Housing

1. In general, the matching process occurs as follows: When a Community Home becomes available, the Home size, type, Income Category, and location of that Home are checked against the Applicant Database. All Applicants matching the qualifications for a given Community Home are then grouped into the “Applicant Pool” for that Home.
2. Households are prioritized by length of time within the database, length of residency within Blaine County, and length of continuous employment within Blaine County, in addition to Income Category considerations.
3. While household size will not be a determining factor in prioritization for ownership or rental of housing, it should be noted that the purchase price or rental amount will be determined on basis of an assumed household size in accordance with the Area Median Income (AMI).
4. If an Applicant has previously qualified and the Applicant's Household composition subsequently changes (due to marriage, divorce, separation, an increase or reduction in the number of dependents, etc.), the Applicant may still be eligible for purchase or rental of Community Housing, provided that the Household continues to qualify under the Income Category and other considerations. In any event, it is the Applicant's responsibility to continuously update Household information with BCHA prior to being placed into an Applicant Pool.
5. When an Applicant purchases a Community Home, the Applicant's application is extinguished and may not be used to qualify for another Community Home. If an owner of a Community Home wishes to purchase another Community Home, he or she must file a new application and begin the process again.

When an Applicant rents a Community Home, the Applicant's application is retained and is used as a basis for subsequent recertification and may be used to qualify for future purchase of a Community Home.

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## Section 3. Renting Community Housing

All Applicants interested in renting Community Housing must submit a General Application for Community Housing to BCHA (See Section 2, “Qualifying to Rent or Purchase Community Housing”). BCHA is the “qualifying agent” charged with providing landlords and owners of Community Housing with a list of qualified potential renters and with facilitating the rental of a Community Home. An administrative fee, as set by the Board, may be charged to the landlord/owner for these services.

### A. Procedures for the Rental of an Income-Category Deed Restricted Community Home

1. Each Community Home is designated for occupancy by residents within a certain Income Category. Thus, only those Applicants with incomes at or below the Income Category of the available rental will be eligible.
2. Once BCHA has received a Notice of Intent to Rent from the owner of rental Community Housing, BCHA will identify the top three (3) qualified applicants and present them to the owner for his or her selection for tenancy. (NOTE: In matching an Applicant to a specific Community Home, BCHA will present a “candidate” pool to the landlord or landlord’s agent, based upon Income Category, affordability in relation to income and household size, length of time in the BCHA database, and location preference as given by the applicant.)
3. The final determination and offer of tenancy is the decision of the owner, not BCHA. Candidates who are not selected will not lose their position within the BCHA Database.
4. An Applicant who is selected to rent a Community Home, but who is unable to take the Home, will not lose their position within the BCHA

Database for future available Community Housing unless an Applicant has been previously selected to rent a Community Home and has rejected an offer to rent two (2) times. After the third refusal to rent, the Applicant's initial application date will be adjusted to be effective as of the date of the third refusal to rent.

## B. Ongoing Obligations/Requirements for Renting Community Housing

Once an Applicant secures a rental Community Home through BCHA, the landlord must file a copy of the executed lease with BCHA. The Tenant must use the Home as their Primary Residence and both Tenant and landlord must adhere to the following to be included in the Lease or Lease Addendum:

1. If the Tenant accepts permanent employment outside of Blaine County or resides in the Home fewer than nine (9) out of any twelve (12) months, the Tenant shall be deemed to have ceased to use the Home as a Primary Residence and shall be required to relinquish the Community Home; and
2. A disclosure that Tenants must be re-certified for each year of the lease term.
3. Every Tenant must execute an Acknowledgement and Acceptance of BCHA terms and conditions governing the rental of Community Housing.

## C. Annual Re-Certification to Rent Community Housing

1. The eligibility of Tenants to lease and occupy Community Housing shall be reviewed and verified annually (i.e., re-certified) to ensure that they meet minimum residency and income category requirements under BCHA Guidelines that are in force at the time of the review. BCHA may charge the landlord an annual renewal fee as set by the Board.
2. To assist in this re-certification process, BCHA will send a Rental Renewal Approval Notice and instructions for re-certification.
3. The Tenant shall, within 10 days:
  - (a) Complete the form
  - (b) Update application information if any changes
  - (c) Send a copy of current pay stub
  - (d) Send a copy of most recent tax return
4. The Rental Renewal Notice shall be sent concurrently to the landlord to verify rent, utilities, and lease dates within 10 days of receipt.

#### D. Exceeding Income Limits at Re-Certification

1. If, upon review and re-certification, BCHA determines that the Tenant no longer meets the minimum Income Category requirements (up to a maximum of 10% over category limits), the Tenant may continue to rent and occupy the Community Home at the rental rate, and upon the terms established by the landlord's lease, for up to six (6) additional months in order to provide adequate time to secure new housing.
2. At the conclusion of six (6) months, if the Tenant desires to remain in the Home, the landlord may, in consultation with BCHA, increase the rent at that time. No rental increase may cause the gross housing costs (Rent + Tenant-paid utilities) to exceed thirty percent (30%) of the Tenant's gross monthly income.

An additional 6-month extension may be provided upon successful appeal to the landlord and BCHA based on circumstances of serious illness or other hardship beyond the control of the Tenant.



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## Section 4. Purchasing Community Housing

All persons interested in purchasing either Income Category or Workforce Market Community Housing must submit the appropriate Application to BCHA and receive as applicable, a Letter of Eligibility or a Letter of Qualification.

### A. Procedures for the Purchase of a Deed Covenant Community Home subject to an Income Category

1. Each Community Home is designated for occupancy by residents within a certain Income Category. Only those Applicants with incomes within the specified Income Category will be eligible. In matching an Applicant to a specific Home, BCHA will employ the system creating an Applicant Pool in accordance with the steps outlined in Section 2(C) of these Guidelines.
2. In all cases, BCHA is the “qualifying agent” charged with providing a qualified list of potential purchasers of Community Housing to the Seller.
3. BCHA will notify each qualifying Applicant within the Applicant Pool to determine their interest in the available Home. The Applicant that responds first when notified by BCHA will receive the first opportunity to purchase the Community Home. At that time, all application information will be updated and verified to the satisfaction of BCHA. Once the selection criteria are met, the Applicant(s) will be given the opportunity to purchase the Home.

4. When an Applicant is matched to a Community Home, the Applicant will be required to sign documents necessary to permit BCHA to obtain a copy of the completed loan application submitted to the lender.
5. If an Applicant fails to secure financing for that Home in the time period allowed (as determined by the purchaser and the lender), that Applicant will be eliminated from consideration for purchase of that particular Community Home, but will not lose any priority in consideration for future available Homes.
6. An Applicant may, but is not required to, engage the services of a licensed Real Estate Broker in the transaction. Any fees charged by the Real Estate Broker shall be the responsibility of the Applicant.
7. Any co-ownership interest other than Joint Tenancy or Tenancy In Common must be approved by BCHA. Co-signers may be approved for ownership of the Community Home but may not jointly occupy the Community Home unless qualified by BCHA. No person may own more than one Community Home either as a sole owner or as a Joint Tenant or Tenant In Common, nor may member of an Applicant's household own another Community Home.
8. Each purchaser is required to sign an acknowledgment and acceptance of the Deed Covenant.

#### B. Reserving a Newly Constructed Community Home

BCHA will use all reasonable efforts to show new Community Housing to Applicants prior to the issuance of the certificate of occupancy. A qualified Applicant who is successfully matched with a Community Home will be given the opportunity to enter into a Reservation Agreement for that Community Home. Upon the filing of the final plat the Reservation Agreement may be converted to a Purchase and Sale Agreement in accordance with the terms of the Reservation Agreement.

#### C. Special Applicant Pool for a Particular Community Housing Development

1. Some Community Homes are constructed by or made available by a government agency or by a private developer for a particular group of employees (e.g. Blaine County School District). In those instances, a Special Applicant Pool will be established for that particular development. When a Community Home in such a development becomes available for sale or re-sale, BCHA will first utilize the Special Applicant Pool for that particular development to find qualified buyers.

2. BCHA will employ the system creating an Applicant Pool in accordance with the steps outlined in Section 2(C) of these Guidelines with special prioritization as may be requested by the developer and approved by BCHA. Special prioritization may include the current employees of an employer, a local employee preference, among other things.
3. In no event may a special prioritization be given on the basis of race, color, religion, sex, familial status, national origin, disability, sexual orientation, gender identity, or veteran status. Unless the Particular Community Housing Development participates in a federal program that prioritizes senior citizens, disabled persons, or veterans in its housing programs.
4. The procedure for qualifying an Applicant from a Special Applicant Pool shall follow the same procedures as outlined in Section 4(A) with the addition of prioritizations, as described in Section 4(C)(2)-(3) (above).
5. Should the Special Applicant Pool for the Community Housing in a Particular Development be exhausted, without a Community Home being sold, it will be offered to a general Applicant Pool as outlined in Section 4(A).

#### D. Ongoing Obligations/Requirements for Community Home Ownership

Once an Applicant successfully purchases a Community Home through BCHA, a copy of the executed Purchase and Sale Agreement and closing documents must be filed with BCHA. The Applicant/Applicant Household must use the Community Home as their Primary Residence, comply with all provisions of the applicable Deed Covenant, and must adhere to the following additional requirements;

1. For continued residence after purchase, the owner must continue to meet the requirements of Section 2(A);
2. The owner must complete and submit to BCHA the annual compliance monitoring form;
3. The owner must cooperate with BCHA on regular review of property condition and maintenance issues to ensure compliance with provisions of the Deed Covenant. Deferred maintenance may result in the inability to realize the maximum sale price allowable by the Deed Covenant;
4. The owner shall not offer any portion of the home as a short-term or vacation rental;
5. The owner may not offer any portion of the home as a long-term rental without the prior approval of BCHA, as outlined in Section 4(E) (below).

## E. Long-Term Rental Options for Owners of Community Housing

1. If an owner of a Community Home desires to rent the Home during an absence, the owner must provide a letter to BCHA requesting permission to rent the home at least thirty (30) days prior to leaving.
2. The leave of absence may be for up to one year and may, at the discretion of BCHA, be extended for additional terms, subject to review by BCHA.
3. The Rental Rate charged shall be approved by BCHA and shall be within the published monthly affordability for the Income Category enumerated on the Deed Covenant and in no event may exceed the published Affordability of Income Category 6.
4. The Community Home shall be rented in accordance with the Guidelines during the authorized period so long as other Deed Covenants covering the Home permit the rental. Any prospective Tenant must be qualified by BCHA **prior** to execution of a lease. A lease shall contain the following provisions:
  - (a) Any lease longer than one (1) year in duration must include a reasonable buy out provision for the Tenant;
  - (b) Should the owner decide to re-occupy the home again as the owner's primary residence, then the owner shall give the Tenant a minimum of ninety (90) days' notice prior to the conclusion of any lease or lease extension, including leases on a "month to month" term;
  - (c) No initial lease term may be for fewer than four (4) months;
  - (d) BCHA shall annually re-certify the Tenant as outlined in Section 3(C)&(D).
5. Prior to BCHA's qualification of a Tenant, the Tenant shall acknowledge as part of the lease that he or she has received, read, and understood the homeowners' association covenants, rules, and regulations for the Community Home and shall abide by them and shall maintain the home as required by the Deed Covenant. Enforcement of the covenants, rules, and regulations shall be the responsibility of the owner and the homeowners' association. A copy of the executed lease shall be furnished by the owner or tenant to BCHA.
6. If an Income Category is not enumerated in the Deed Covenant, the rent shall be established at a rate that is no greater than the "Owner's Cost". "Owner's Cost" shall include the monthly mortgage principal and interest payment, plus condominium/homeowner's association fees, plus utilities

remaining in owner's name, plus property taxes and insurance prorated on a monthly basis, plus \$20 per month.

7. Additionally, an owner may request an in-county leave of absence for one (1) year by Special Review of BCHA with all the above conditions applying.

#### F. Purchasing a Workforce Market Community Home

1. Workforce Market Deed Restricted Homes may be sold to any qualified buyer as defined in the applicable deed covenant. The applicable deed covenant will, among other things, describe the following:
  - (a) The owner's right to rent the home, and under what circumstances;
  - (b) Any Administration Fee to be paid by the owner to BCHA;
  - (c) Any restrictions on resale of the Home;
  - (d) Any limits to appreciation that the owner may realize on resale; and
  - (e) Any recapture provision.
2. The purchaser may engage the services of a licensed Real Estate Broker or may represent himself in a transaction. Any fees charged by the Real Estate Broker will be the responsibility of the purchaser.
3. Any person interested in purchasing Workforce Market Community Housing shall first obtain a Letter of Qualification from BCHA.
4. Each purchaser is required to sign an acknowledgment and acceptance of the Workforce Market Deed Covenant.

#### G. Purchase of Community Housing by Local Employers

A Local Employer may desire to purchase Community Housing for use as rental Housing for employees. Local Employers are exempt from the income and net worth requirements for owning Community Housing. Local Employers (who are not the developers of the Community Housing development) participating in this program must use the Community Housing as rental Housing for a minimum of two (2) years and must comply with the Guidelines with respect to renting to their employees and with the terms set forth in the Deed Covenant. Local Employers who wish to be qualified as purchasers of Community Housing must apply to BCHA prior to the date the Notice of Intent to Sell is executed by BCHA. A Local Employer who is not the developer of the Community Housing development desiring to sell its Community Housing within two (2) years after the date of acquisition must offer the Community Housing for sale in accordance with Section 5 of these Guidelines.

1. Qualifying Local Employer must provide to BCHA the following:

- (a) The Local Employer must have offices and employees who work within Blaine County.
  - (b) The Local Employer must provide evidence that it has employees within Income Categories 1 through 5 and who are qualified to rent Community Housing.
  - (c) If an Income Category is enumerated on the Deed Covenant, the Local Employer must provide a listing of the positions and pay scales of the employees must be provided to BCHA. BCHA will review this list and provide a summary of the employees who would qualify to rent the housing.
2. Purchase Price of Community Housing for Local Employers:  
BCHA shall determine within any given development the maximum prices and Income Categories of the Community Homes available for Local Employer purchase. The prices for the Homes will be the same for Local Employers as for the general public.
3. Limitations on the amount of Community Housing a Local Employer may purchase:
- (a) Subject to the exception set forth below, within any one development (including subdivisions, contiguous developments, condominium/townhome developments and scatter site developments by one developer), Local Employers may purchase a cumulative maximum of thirty percent (30%) of the Community Housing for use as employee rental Housing. Local Employers will be allowed to purchase an additional ten percent (10%) of the Community Homes for a total of forty percent (40%) of the Community Housing, provided that the remaining Community Housing has not been sold to Applicants during a period of ninety (90) days or longer. A developer may provide BCHA a written request to sell an additional ten percent (10%) with documentation that there is little or no interest from Applicants in the Applicant Database. BCHA will evaluate the request by Special Review.
4. Local Employer Use of Community Housing  
Local Employers purchasing Community Housing must rent the Homes in accordance with these Guidelines. While it is assumed that Local Employers have purchased the Community Housing for their employees, they may also rent to the general public where permitted and in accordance with these Guidelines.
5. Compliance with the Guidelines:

(a) To ensure that the Local Employer is in compliance with the Guidelines, they or their managing agents must provide evidence as reasonably requested by BCHA.

(b) For any violation of the Guidelines, BCHA will issue a notice to the Local Employer and the jurisdiction wherein the Employee Housing is located. The Local Employer will have 30 days to correct the violation. If the violation goes uncorrected for more than 30 days, BCHA may force an immediate sale of the Home in question or initiate a plan to sell all of the Community Housing owned by the Local Employer and/or impose fines.

6. Purchase of Local Employer Owned Housing by the Employee:

After a minimum period of two years, a Local Employer who desires to sell its Community Housing may first offer the Housing to the employee renting the Home. If the employee does not wish to purchase or does not qualify for the purchase of the Home, the Home shall be offered to the Applicant Pool in accordance with Section 4(A).

#### H. Local Employer Developments

In those instances where a Local Employer develops “for sale” Community Housing for its employees, a special Applicant Pool will be established for the development pursuant to Section 4(C).

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## Section 5. Selling Community Housing

To preserve the long-term affordability of Community Housing, all owners of Community Housing interested in selling are required to honor the applicable Deed Covenant and take certain steps to ensure compliance with it. BCHA will work diligently with Community Homeowners to assist them in matching qualified buyers with their Community Homes. However, BCHA does not guarantee the sale of a Community Home, nor that the Home will sell at any particular price or within any particular time frame.

### A. Deed Covenants

Each purchaser must execute, in a form provided by BCHA and for recording with the Clerk’s Office of Blaine County concurrent with the closing of the sale, a document acknowledging the purchaser’s agreement to be bound by the recorded deed covenant covering the Community Home and these Guidelines.



## B. Fees

### 1. Income-Category Community Homes:

At the closing of the sale, the seller shall pay BCHA an Administration Fee equal to three percent (3%) of the sales price or the amount set forth in the Deed Covenant if it is less than three percent (3%). The requirement to pay this fee is contained in the Deed Covenant and in the interest in the property held by BCHA. BCHA may instruct the title company to pay this fee to BCHA out of the funds held for the seller at the closing.

### 2. Workforce Market Community Homes:

At closing of the sale, the seller shall pay BCHA a fee as set forth in the deed covenant and/or as agreed upon in the Notice of Intent to Sell.

### 3. All Community Homes:

- (a) Unless otherwise instructed by BCHA staff, the seller shall pay a non-refundable prepayment of \$250.00 to BCHA at the time the owner delivers the signed Notice of Intent to Sell to BCHA. This amount will be deducted from the total Administration Fee due to BCHA at closing.
- (b) In the event that the seller fails to perform as specified in the Notice of Intent to Sell, rejects all purchase offers in cash or cash-equivalent terms, or decides to withdraw the Notice of Intent to Sell after advertising has commenced, the prepaid portion of the fee will not be refunded. If the seller withdraws for failure of any bids to be received, the advertising and administrative costs incurred by BCHA shall be deducted from the fee and the balance refunded to the seller.

## C. Procedure

The staff members and board of Commissioners of BCHA are not acting as licensed brokers or real estate agents representing any party to the transaction, but solely as representatives of BCHA and its interests. BCHA will ensure that every purchaser and seller of Community Housing is treated with fairness in accordance with the current Community Housing Guidelines and shall prohibit discrimination of the on the basis of race, color, religion, sex, familial status, national origin, disability, sexual orientation, gender identity, or veteran status on the part of the purchaser, seller, or the agents of any party to any transaction.

## 1. Prior to Selling. Notifying BCHA of Intent to Sell

- (a) A Community Homeowner interested in selling their Community Home shall meet with BCHA staff and review the Deed Covenant to determine the maximum sales price permitted and other applicable provisions concerning a sale. The Deed Covenant and Section 7 of these Guidelines are used to determine the pricing of “for-sale” Community Housing. Owners should contact BCHA early in the process so that BCHA can properly determine the interest level of Applicants.
- (b) The owner is required to execute and deliver to BCHA a “Notice of Intent to Sell” in the form provided by BCHA. The selection of the purchaser and terms of the transaction will be as described in the Community Housing Guidelines in effect on the date BCHA receives the Notice of Intent to Sell.
- (c) The selection of the purchaser and approval of the sale price and terms shall be monitored and must be approved by BCHA.
- (d) If BCHA receives a “Notice of Intent to Sell” from the owner, and the owner later fails to consummate a sale transaction, the owner shall reimburse BCHA in accordance with Section 5(B) (above).
- (e) The owner of the Community Home may, but is not obligated, to list the property for sale with a licensed real estate broker, however, any fees charged by the real estate broker shall be in addition to the Administration Fee due to BCHA pursuant to the Deed Covenant (see Section 5(B) (above)).
- (f) If a real estate broker is used, the broker must, **prior to the execution of the listing agreement for the Community Home**, sign an acknowledgement and agreement with BCHA that the sale will be conducted in accordance with the terms of the Deed Covenant on the Community Home and these Community Housing Guidelines.
- (g) All purchasers and sellers are advised to consult legal counsel regarding terms of sale, examination of title, and any other contracts, agreements, and documents pertaining to the transfer of ownership of the Community Home. The retention of such counsel, licensed real estate brokers, or such related services, shall be at purchasers or seller's own expense. BCHA Administration Fees and other fees are to be paid regardless of any expenses incurred by the seller or purchaser in connection with the sales transaction.

## 2. Selection of Purchaser and Solicitation of Offers

- (a) After BCHA receives the “Notice of Intent to Sell” from the owner (see Section 5(1)(b)) (above), BCHA will create an Applicant Pool for each Community Home to be offered, as outlined in Section 4(A).
- (b) BCHA will notify each of the qualifying Applicants, beginning with the longest tenured Applicant, to determine their interest in the available Home. BCHA will coordinate with the Seller, Applicant, or their agents (if applicable) times for viewing the Community Home.
- (c) Once an Applicant has viewed the Home and is interested in purchasing that home,
  - i. the Applicant shall ensure that all application information is updated and verified to the satisfaction of BCHA.
  - ii. Provided that the selection criteria are met, the Applicant(s) will be given the opportunity to purchase the Home.
  - iii. It is the Applicant's responsibility to ensure that all application information is current on an ongoing basis.
  - iv. Neither BCHA, nor the Seller are obliged to delay the sale of a Community Home for more than five (5) days to allow an Applicant to update his or her application information.
- (d) An Applicant, selected under this procedure, shall have five (5) days from the date of being notified by BCHA to execute a Purchase and Sale Agreement for the Community Home.
  - i. If the Applicant does not execute a Purchase and Sale Agreement within that time period, the Applicant shall forfeit their position and
  - ii. The next person in line in the Applicant Pool will be notified and so on, until the Community Home is under contract for purchase.
- (e) If the Owner and initial Applicant cannot reach an agreement, the next Applicant, on the basis of the next Applicant's tenure within the BCHA database, will have the opportunity to present a Purchase and Sale Agreement to the owner for consideration. All subsequent Applicants will be allowed the opportunity, in like fashion, to purchase the Community Home until the Community Home is sold or all Applicants are rejected.
- (f) If the owner rejects all offers within the Income Category price range, then the owner shall be subject to the provisions of Section 5(B)(above) regarding the fee and reimbursement of costs due to BCHA.

#### D. General Timeline of the Sale Once Initial Applicant Pool is Exhausted.

If the Owner, in good faith compliance with the procedures set forth in the Guidelines, exhausts the initial Applicant Pool of Qualified Buyers provided by BCHA without entering into an agreement for the Sale of the Property, the Owner shall notify BCHA of such occurrence in writing. Upon such written notice BCHA and the Owner may initiate an Expanded Applicant Pool, as outlined in the Timeline given below

##### 1. 0 to 3 Months from Date of Executed Notice of Intent to Sell.

###### (a) One (1) month after executing a Notice of Intent to Sell

- i. BCHA and Owner will meet to review activity to date. Topics of discussion may include, but are not limited to, the appropriateness of the current listed price of the Community Home and ways to increase exposure for the Community Home to Qualified Buyers.
- ii. BCHA will expand marketing efforts beyond the BCHA Database.

###### (b) Two (2) months after executing a Notice of Intent to Sell

- i. BCHA and Owner will meet to review activity to date. BCHA and the Owner will take corrective measures, if necessary, including but not limited to competitive pricing of the Community Home to attract Qualified Buyers.
- ii. BCHA will offer the Community Home to Supplemental Applicant Pool I defined as:
  - (1) Current qualified BCHA Applicants in the Income Category above the subject Community Home's designated category.
  - (2) Other Qualified Applicants identified through increased marketing efforts.
- iii. BCHA will use its licensed real estate agent to list the Community Home on the MLS.

##### 2. 3 to 6 Months from Date of Executed Notice of Intent to Sell.

###### (a) Four (4) months after executing a Notice of Intent to Sell and if the Community Home has been listed on the MLS at a reasonable price for a minimum of sixty (60) days

###### (b) BCHA offers to allow the rental of the Community Home according to the terms of the Deed Covenant or, if not covered in the Deed Covenant, the terms of these Guidelines (See Sections 3 and 7).

3. 6 to 9 Months from Date of Executed Notice of Intent to Sell.

- (a) Six (6) months after executing a Notice of Intent to Sell and if the Community Home has been listed on the MLS at a reasonable price for a minimum of sixty (120) days
- (b) BCHA will offer the Community Home to Supplemental Applicant Pool II defined as:
  - i. All current qualified BCHA Applicants regardless of Income Category.
  - ii. Other Qualified Applicants identified through increased marketing efforts.
- (c) The Deed Covenant remains in place.

4. 9 to 12 Months from Date of Executed Notice of Intent to Sell.

- (a) Nine (9) months after executing a Notice of Intent to Sell and if the Community Home has been listed on the MLS at a reasonable price for a minimum of six (6) months
- (b) BCHA will offer the Community Home to Supplemental Applicant Pool III defined as:
  - i. Any Blaine County resident (regardless of income) who:
    - (1) Works in Blaine County and
    - (2) Will occupy the home as their primary residence
  - ii. Other Qualified Applicants identified through increased marketing efforts.
- (c) The Deed Covenant remains in place but will be converted to a Category L.
- (d) BCHA reviews its option to purchase the Community Home according to the terms of the Deed Covenant.

5. More than 12 Months from the Date of Executed Notice of Intent to Sell.

- After no less than thirteen (13) months from executing a Notice of Intent to Sell and at least 90 days after implementing Section 5(F)(4) (above):
- (a) BCHA exercises its option to purchase the Community Home (Board Approval Required), or
  - (b) BCHA permits an unrestricted sale (Board Approval Required).
    - i. Deed Covenant is terminated,
    - ii. Owner sells unit at market rate through a BCHA approved real estate agent,

- iii. **BCHA receives any amount of the market rate sale price above the maximum price listed in the current Notice of Intent to Sell.** This payment to BCHA is in consideration of the termination of the Deed Covenant. This option shall require a duly executed contract between the Owner and BCHA.

#### E. Additional Information Related to the Sale of Community Housing by a Community Homeowner.

1. BCHA its staff and Board of Commissioners do not act as licensed brokers or real estate agents representing any party to the transaction, but solely as representatives of BCHA and its interests in administering the Deed Covenant Running with the Land.
2. The Owner of a Community Home is responsible for the sale of the Community Home throughout the process.
3. Both the Owner and Purchaser are solely responsible for fees charged by their respective agents during and at the conclusion of the Community Home Sale Process.
4. Other Fees not charged by BCHA and not contemplated by this Section of the Community Housing Guidelines shall not be incorporated into the Initial Purchase Price unless the total of those fees when added to the Purchase Price is less than the Maximum Resale Price listed in the Notice of Intent to Sell.
5. If at any time during the Community Home Sale Process, BCHA determines, at its sole discretion, the Owner is not making a good faith attempt to sell their Community Home BCHA may terminate this process.
6. BCHA does not guarantee that a Community Homeowner will realize the maximum calculated resale price of the Community Home.
7. Any co-ownership interest other than Joint Tenancy or Tenancy-in-Common is subject to approval by BCHA. Co-signers on a mortgage may be approved for ownership of the Community Home but may not occupy the Community Home unless qualified by BCHA pursuant to these Guidelines.
8. Not more than one Community Home may be owned by the same person (Applicant), either as a sole owner or as a Joint Tenant or Tenant-in-Common, nor may another member of an Applicant's Household own another Community Home.
9. If a Notice of Intent to Sell has been given to BCHA and the owner must relocate to another area before the Community Home has been sold, the

home may, upon approval of BCHA, be rented to a qualified individual, in accordance with these Guidelines (See Sections 3 and 7) for a maximum period of two (2) years. Notice of the owner's intent to rent the Community Home should also be provided to any applicable homeowner's association at the time the rental request to BCHA is made. A letter requesting permission from BCHA to rent the Community Home until it is sold must be sent to BCHA before the home can be rented.

10. If an Owner wishes to lease the Community Home during the Community Home Sales Process, all Tenants must be qualified by BCHA and the Community Home must be leased pursuant to the terms set forth in the Deed Covenant on the Community Home or, if there are no such provisions in the Deed Covenant, upon terms approved by BCHA.

(a) Each Tenant is entitled to a minimum six (6) month written lease that includes a move out clause with a sixty (60) day notification to the Tenant that the Community Home has been sold.

A copy of the executed lease shall be furnished by the owner to BCHA.

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## Section 6. Developing Community Housing

Developers are required to contact BCHA and the local planning staff early in the conceptual stages of a development to determine how Community Housing obligations shall be met and/or the amount, size, type, and Income Categories of Community Housing and/or Employee Housing that are recommended for inclusion in the developer’s Community Housing Plan. BCHA is interested in discussing with developers options that may benefit both the developer and the community. The final requirements for inclusion in the Community Housing Plan will be decided by the jurisdiction granting the development permit.

BCHA recognizes that non-profit organizations including Community Land Trusts and Community Housing Development Organizations (CHDO) are able to significantly leverage housing dollars thereby making it possible to construct or acquire more, and in some cases more appropriate, Community Housing, than private developers. As such, the conveyance of land and/or monetary funding by private developers are considered favorable methods of meeting Community



Housing obligations. All methods shall be considered for developments on a case-by-case basis. For more details, see Section 6.8 below.

#### A. Priorities for Community Housing.

The priorities set forth below are intended to serve as a guide to members of the development community, elected and appointed officials, planning and building department staff, and BCHA staff. BCHA remains flexible in its approach to providing Community Housing and Employee Housing, but not at the expense of listed priorities being ignored or not given due consideration.

1. The intent of BCHA is not to build one or two large complexes to accommodate the needs of the area's workforce, but to provide human-scale communities. Community Housing should be constructed with the intent to create, preserve, and maintain a sense of community. For example, where a development contains Community Housing, the Community Housing component should generally be dispersed throughout the market rate homes rather than concentrated in one specific portion of the development. The location of Community Housing should be balanced with the transportation, environmental, recreational, economic, and social needs of the overall community.
2. General priorities for preferred Community Housing types, sizes and location will be based on need as evidenced by ongoing assessments and the Applicant Database characteristics. BCHA remains responsive to market fluctuations, economic factors, and jurisdictional needs.
3. The pricing of Community Housing should reflect not only the need for affordable housing, but also the relative difficulty in producing such housing in Blaine County. In most cases, the respective City Council or the Blaine County Commissioners render the final decision on the Income Categories and prices for Community Housing. BCHA will recommend the average Income Categories for Community Homes in different areas of Blaine County in order to provide assistance to decision-making bodies.
4. The characteristics of the Applicant Database, published in BCHA's quarterly reports, will be used to determine the demand for various types of Community Housing within the community housing market. (Quarterly reports are available on BCHA's website).
5. Land Use Considerations. Developments should be compatible with present land use and zoning codes. Areas of high priority include:
  - (a) Sites adjacent to or near existing incorporated cities or unincorporated villages;
  - (b) Lands within municipal areas of impact;

- (c) Sites that are adjacent to or that are zoned for residential use; and
  - (d) Development proposals with the potential to serve existing and newly developing commercial, service or industrial areas.
6. Transportation/Access. Sites should be developed with present and future public transportation systems in mind and should have relatively easy access to existing arterial and collector routes and systems.
- (a) Priority for Community Housing should be given to sites that provide access to existing and/or proposed future busing, including school busing, Blaine County multi-use path system, and the regional public transportation system.
  - (b) Developments that offer easy vehicular access to Highway 75 via existing connection nodes are encouraged.
7. Developments within incorporated cities will not be required to have direct access to arterials or collectors. Pedestrian access and public transit access to job centers will be of greater emphasis in these areas.

## B. Integration of Community Housing

Where Community Housing is to be provided on site, BCHA prefers Community Housing be fully integrated into the market rate homes. BCHA does not require that developers provide Community Housing in locations which could provide the developer the opportunity to maximize the sales price of market-rate housing, e.g. on top (penthouse) floors or building orientations that provide exceptional views; however, Community Housing should be spread among different floors and various orientations.

Within developments primarily targeting the second-home market, (e.g. time-share or fractional ownership homes), BCHA may recommend grouping Community Housing in order to foster a sense of community among the full time, working residents. Grouping of Community Housing may be allowed in single-family plats, provided that such grouping furthers the objectives of BCHA, preserves the sense of community, or meets other objectives of public benefit.

## C. Community Housing Plan

Developers proposing to develop Community Housing or Employee Housing are required to submit a Community Housing Plan to BCHA for review and approval. It is strongly recommended that the planning staff having jurisdiction direct the developer to meet with BCHA staff to discuss the community housing requirements prior to making a written submittal for approval. BCHA will, upon approval of the Community Housing Plan, forward its recommendation together

with a copy of the Community Housing Plan to the appropriate planning and zoning body for consideration.

1. **Housing to be constructed by developer.** The required elements of a Community Housing Plan where housing is to be constructed on or off site by the developer include the following, with suggested timeline for submittal:

(a) **Submit prior to or concurrent with application to jurisdiction.** These items are necessary for BCHA review and comment, which is required before the application is considered complete by the jurisdiction:

- i. **Requirement Calculations.** Calculations determining the Community Housing Units that indicate each step of the calculation, per jurisdiction's ordinance.
- ii. **Method.** The method by which Community Housing Units (or alternatives) are to be provided.
- iii. **Analysis of Standards.** A written description of how the application meets the standards set forth in BCHA Guidelines.
- iv. **Location:** Identify the location of the proposed development.
- v. **Site Plan:** Identify location (at least approximate location) of Community Housing within the proposed development.
- vi. **Community Housing Type, Range of Sizes, and Parking:** Identify home types (condo, townhouse, single family detached), range of sizes, and whether covered parking will be provided.
- vii. **Income Categories:** Identify the Income Categories of each of the proposed Community Homes by type and size. (Range of pricing will be discussed by BCHA and developer.)
- viii. **Delivery Schedule:** Provide the anticipated delivery schedule of the market rate, Community Housing, and Employee Housing.

(b) **Prior to jurisdiction approval of the development:**

- i. **Floor Plans and Building Elevations:** Provide floor plans and typical building elevations for market rate, Community Housing, and Employee Housing.

- ii. **Construction Standards:** Provide a general description of the proposed home finishes, appliance and carpet grades for the housing. BCHA minimum standards and specifications may be viewed on BCHA's website or by request.
- iii. **HOA Assessments:** Provide information regarding regular and special assessments for Community Housing and identify how these will be capped or otherwise kept affordable.
- iv. **Draft CCR's (or Rules and Regulations for rental properties):** Provide draft CCR's (or Rules and Regulations) that include provisions for maintaining affordability of Community Homes (e.g. Assessments) and that require BCHA approval of any amendments to these documents with respect to Community Housing provisions.

**(c) Prior to issuance of building permit:**

- i. **Pricing:** Provide the proposed sales prices/ rental rates of each Community Home by type, size, and Income Category. (Pricing should not be determined for units that may be delivered more than one year out, due to changes in Area Median Income.)

**2. Conveyance of Land or Fees In Lieu of Development.** The required elements of a Community Housing Plan where conveyance of land or fees in lieu are proposed shall be as determined by BCHA, but shall include at a minimum:

(a) **Requirement Calculations:** Calculations determining the number of required Community Housing Units that indicate each step of the calculation, per jurisdiction's ordinance.

(b) **In-lieu calculations:** Calculations determining the monetary amount of fees and/or land value that indicate each step of the calculation.

(c) **Location:** Identify the location of the land to be conveyed, if applicable.

(d) **Delivery Schedule:** Provide the anticipated delivery schedule of land and/or fees.

**3. Conveyance of Existing Housing In Lieu of Development.** The required elements of a Community Housing Plan where conveyance of existing

housing in lieu of development are proposed shall be as determined by BCHA, but shall include at a minimum:

- (a) **Requirement Calculations:** Calculations determining the number of required Community Housing Units that indicate each step of the calculation, per jurisdiction's ordinance.
- (b) **In-lieu calculations:** Calculations determining the monetary amount of fees and/or land value that indicate each step of the calculation.
- (c) **Location:** Identify the location of the land to be conveyed, if applicable.
- (d) **Determination of Community Housing Type.** Identify whether existing housing will be offered for rent or sale to households in the Community Housing Database or if the property will be purchased by a landlord and offered as Community Housing for Rent.
- (e) **Delivery Schedule:** Provide the anticipated delivery schedule of land and/or fees.

#### D. Community Housing Development Agreement

Once a proposed development has received conceptual approval by the government having jurisdiction, BCHA will provide the government having jurisdiction a Community Housing Development Agreement (a sample of this form may be viewed on BCHA's website or by request) between BCHA and the developer for incorporation into its final approvals of the development. This Agreement shall be executed prior to the issuance of the first building permit for the development, or prior to final plat approval for residential subdivisions of land that do not include construction of dwellings.

#### E. Community Housing Minimum Livable Square Footage

In general, BCHA will not approve a Community Housing Plan that does not meet certain size minimums. Developers may choose to construct larger Community Homes but allowable rental and sales prices for such larger Community Housing may not exceed the maximum rates set by BCHA. **Table 6.1** sets forth the minimum net Livable Square Footage for each Community Home Type and Income Category.

**Table 6.1 Minimum Livable Square Footage for Each Community Home Type**

| Community Home Type    | Square Footage for Income Categories 1-3 | Square Footage for Income Categories 4-9 |
|------------------------|------------------------------------------|------------------------------------------|
| Multifamily Apartments |                                          |                                          |
| Studio                 | 450                                      | 600                                      |
| 1 Bedroom              | 550                                      | 700                                      |
| 2 Bedroom              | 750                                      | 900                                      |
| 3 Bedroom              | 950                                      | 1100                                     |
|                        |                                          |                                          |
| Duplex/Townhome/Condo  |                                          |                                          |
| 1 Bedroom              | 750                                      | 900                                      |
| 2 Bedroom              | 900                                      | 1000                                     |
| 3 Bedroom              | 1050                                     | 1150                                     |
|                        |                                          |                                          |
| Single family          |                                          |                                          |
| 2 Bedroom              | 1050                                     | 1250                                     |
| 3 Bedroom              | 1150                                     | 1350                                     |
| 4 Bedroom              | 1250                                     | 1450                                     |

When required Community Housing is set out in “number of Community Homes,” those homes shall be of a size and type comparable to the market rate units in the subject development, unless smaller configurations reflect the needs of potential purchasers in BCHA Applicant Database. For example, if a developer of a condominium development constructs market rate homes with an average size of 2,000 square feet and is required to provide one Community Home, the developer may suggest that providing one (1) 850 square foot, one-bedroom Community Home and one (1) 1,150 square foot, two-bedroom Community Home instead of one (1) 2,000 square foot Community Home. This proposed housing “mix” may better serve the Community Housing need. The smaller Community Housing configurations may also allow the developer to better utilize the site and/or may provide a better ratio of sale price to construction cost. The decision to allow such trade-offs will be at the discretion of BCHA and subject to final approval by the governing body.

#### F. Income-Category Deed Covenant

1. The goal of BCHA is to ensure the long-term supply of desirable affordable Community Housing choices in all areas of Blaine County in order to maintain an economically diverse, vibrant and sustainable community. In order to ensure long term affordability of Community Housing, BCHA requires that an Income-Category Deed Covenant be recorded in the

official records of Blaine County for every Community Housing property so designated by BCHA.

2. The Income-Category Deed Covenant sets the maximum sales price and/or maximum rental rates for community housing and limits future appreciation of ownership units.
3. The Income-Category Deed Covenant (a sample of this form may be viewed on BCHA's website or by request) shall be recorded prior to the earlier of the issuance of the building permit or the recordation of the final plat for the subdivision in which the Community Housing is located.

#### G. Workforce Market Deed Covenant

1. BCHA encourages Community Housing that is price controlled by Income Category and by limited appreciation, both of which are limited by the Income-Category Deed Covenant in order to ensure affordability over the long term. However, BCHA has developed an alternative deed covenant, the Workforce Market Deed Covenant (a sample of this form may be viewed on BCHA's website or by request), in response to the City of Hailey's approval of developments to be offered to households with limited net worth who live and work in Blaine County. This alternative deed covenant allows Community Housing without limitations on pricing but with a defined "qualified buyer" profile.
2. BCHA will assist those jurisdictions utilizing a Workforce Market Deed Covenant by qualifying buyers in accordance with the definitions set forth in the governing Workforce Market Deed Covenant.
3. Since there is no history for predicting the preservation of long-term affordability under the Workforce Market Deed Covenant, BCHA considers its use a pilot project and will measure the results of its use over the next three to five years before recommending its use on future developments.

#### H. In Lieu Mitigation

1. Payments of fees in lieu of housing construction and/or the conveyance of land may be considered acceptable methods of meeting Community Housing obligations. Each development will be considered on a case-by-case basis and developers are required to contact BCHA early in the planning process to work together to achieve the most desirable and cost-effective outcome for the provision of Community Housing.
2. In some circumstances integrating Community Housing into the development may be inappropriate, impractical, and/or cause hardship to prospective owners or tenants due to several factors including, but not limited to:

- (a) Development location is distant from an urban center and/or an employment center thus creating the need for additional transportation to and from employment and essential services;
  - (b) Life and safety issues;
  - (c) Inappropriate zoning;
  - (d) Association fees and potential assessment fees that are not affordable for the income categories targeted for the development;
  - (e) High density of affordable housing in the area;
  - (f) Development location is within the 100-year floodplain as defined by Federal Emergency Management Agency (FEMA).
3. When Community Housing is a condition of development approval by governmental jurisdiction(s), it is the policy of BCHA that those housing obligations be met by one of or a combination of, the following options, as recommended by BCHA on a case-by-case basis:
- (g) On-site construction, integrated into the development and in accordance with the provisions of this Section 6.
  - (h) Off-site construction, pursuant to Section 6(I) below.
  - (i) Conveyance of land, pursuant to Section 6(J) below.
  - (j) Payment of fees, pursuant to Section 6(K) below.
  - (k) Conveyance of previously owned/occupied housing.

#### I. Off-Site Construction Option

1. The number of Community Homes constructed off site should be calculated at 100% for the Community Homes that would have been provided on site in the development.
2. The land use considerations set forth in Section 6(A) should be applied.
3. There is a preference that the off-site Community Homes be located within the limits of the jurisdiction approving the development.
4. The development of the off-site Community Housing must be delivered concurrently and in same ratio as the delivery of market rate units.



## J. Conveyance of Land Option

The conveyance of land is an alternative method of meeting Community Housing obligations.

1. In order to fully protect the land conveyed as a community asset, the land shall be conveyed to the approving jurisdiction or to BCHA.
2. The land to be conveyed may be part of the development site, or in an alternate location preferably within the same jurisdiction. An alternate site must meet the requirements of the approving jurisdiction and be suitable for the development of Community Housing.
3. The land must be appropriately zoned under applicable local law so as to permit the construction of both the required number and/or type of Community Housing plus sufficient market rate units to create a mixed-income and mixed-type development.
4. The land use consideration set forth in Section 6(A) should be applied.
5. There is a preference that the land conveyed for Community Housing be located within the jurisdiction approving the development.
6. In order to qualify as an acceptable in lieu mitigation, the land must be fully developable with roads, water supply, sewage disposal, and other basic services readily available. A soils report or other necessary reports may also be required, addressing whether the land is suitable for the type of construction contemplated and identifying any special construction techniques which may prove necessary for its development.
7. The land must have a fair market value at least equal to the in lieu fee amount calculated according to the formula contained in the codes and regulations of the applicable jurisdiction. This amount should be established at the time of preliminary plan approval. Fair market value shall be established, at the developer's expense, by a licensed professional real estate appraiser acceptable to the local jurisdiction. Fair market value shall be net of any customary real estate commission for the sale of land.
8. The conveyance of the land shall occur according to the delivery schedule as set forth in the Community Housing Plan, provided however that financial surety is in place prior to issuance of the first building permit for the development, or prior to final plat approval for residential subdivisions of land that do not include construction of dwellings.

## K. In Lieu Fees Option

The payment of fees in lieu of housing construction is an alternative method of meeting Community Housing obligations.

1. Pursuant to applicable land use and zoning codes and ordinances, a developer and may satisfy the Community Housing requirement by payment of an in lieu fee. Acceptance of the in lieu fee shall be at the sole discretion of the respective governing body and in consultation with BCHA. Any such fees shall be paid according to a schedule as set forth in the Community Housing Plan, provided however that financial surety is in place prior to issuance of the first building permit for the development, or prior to final plat approval for residential subdivisions of land that do not include construction of dwellings.
2. All in lieu payments shall be made by the participating developer to the approving jurisdiction to be held in a fund dedicated to the development and administration of Community Housing or shall be paid into the local housing trust fund administered by BCHA.
3. The method for calculating the in-lieu fee shall be determined by the jurisdiction in consultation with BCHA.

#### L. Conveyance of Previously Owned/Occupied Housing Option

Because of the potential for increased maintenance risks and costs associated with previously owned or occupied dwelling units, the potential inability to amend CCRs already in place, BCHA recommends that jurisdictions exercise due diligence when such units are proposed to satisfy Community Housing obligations. Each proposed conveyance of Previously Owned/Occupied Housing will be analyzed and considered on a case by case basis.

1. The land use considerations set forth in Section 6(A) should be applied where applicable.
2. All previously owned/occupied housing proposed as Community Homes should be located within Blaine County.
3. There is a preference that the previously owned/occupied housing proposed as Community Homes be located within the limits of the jurisdiction approving the development.
4. The delivery of the previously owned/occupied housing proposed as Community Housing should be delivered concurrently and in same ratio as the delivery of market rate units, or in a schedule as set forth in the Community Housing Plan.
5. A home inspection must be conducted by a certified home inspector, selected by BCHA, at the sole cost of the developer. All recommended repairs and/or upgrades should be completed at the sole cost of the developer to ensure that the home is in good and safe condition. The home should meet the minimum construction standard set forth in BCHA's

Minimum Construction Standards (available on BCHA's website or by request) to the extent feasible.

6. The developer shall ensure that HOA regular dues and special assessments shall be capped to ensure the affordability of the home. If existing CCR's require amendment for such provisions, the jurisdiction shall require such amendments to be completed prior to approval. The cost of amending CCR's shall be paid for by the developer.
7. The developer should establish and provide initial funding for a capital reserve fund, as appropriate, to ensure that money will be available for future capital expenses related to the home.

#### M. Development of Employee Housing

1. In those instances where Employee Housing is required by the local jurisdiction, BCHA has developed criteria for housing types, design, and Income Categories. It is envisioned that Employee Housing will be provided by an employer on a rental basis. To ensure continued affordability of the Employee Housing, permanent covenants running with the land that will restrict rents to prescribed Income Categories should be recorded prior to the issuance of the certificate of occupancy. The covenants will allow for periodic Income Category adjustments based upon a clear showing that an adjustment is justified based upon the current employee profile. Such covenants should be reviewed and approved by BCHA.
2. In order to promote healthy living conditions for employees and cultivate long term employment, there is a strong preference for Employee Housing containing 1 bedroom and 1 bath or 2 bedrooms and 2 baths with rent levels based upon Income Categories 2-3, unless and to the extent that the employer can show that more highly compensated employees will occupy the Housing.
3. Employee Housing Minimum Livable Square Footage. In general, no Employee Housing should be accepted for development which does not meet certain size minimums. Table 6.3 sets forth the allowable minimum Livable Square Footage recommended for each Employee Home type and Income Category.

**Table 6.3 Minimum Livable Square Footage for Employee Housing**

| <b>Employee Home Type</b> | <b>Square Footage for Income Categories 1-3</b> | <b>Square Footage for Income Categories 4-6</b> |
|---------------------------|-------------------------------------------------|-------------------------------------------------|
| Multifamily Apartments:   |                                                 |                                                 |
| Studio                    | 400                                             | 600                                             |
| 1 Bedroom                 | 550                                             | 700                                             |

|           |     |      |
|-----------|-----|------|
| 2 Bedroom | 750 | 900  |
| 3 Bedroom | 950 | 1100 |

#### N. Design Criteria for Employee Housing

All Employee Housing designed to accommodate roommates should provide separate closets for each occupant. BCHA recommends that studios should be limited to one occupant. Each bedroom should be sized to accommodate sleeping arrangements for two unrelated adults and should contain, at least, one window, a door and closet(s). Each Employee Home should contain adequate storage space for bicycles, skis, camping gear, etc. Dishwashers, garbage disposals, self-cleaning ovens, frost-free refrigerators, sound insulation, efficient heating system, and internet service are highly recommended. Individual utility metering is encouraged to discourage excessive usage and waste. Whenever possible, individual outside entries should be provided without the use of a common hallway. Adequate onsite parking should be based upon the employee profile provided by the operator.

#### O. Location of Employee Housing

The development of Employee Housing is preferred near the employment site and, where site conditions permit, on the employment site.

#### P. Employee Qualification

When the approving jurisdiction appoints BCHA to manage or monitor the Employee Housing, employees selected or designated to occupy Employee Housing shall meet the income qualifications of BCHA. Monthly Gross Rental Rates shall not exceed either the current published maximum gross rental rates for each Income Category published by BCHA or greater than 30% of an employee's income. BCHA shall periodically monitor employee qualifications and rent levels to ensure compliance with these Guidelines.

#### Q. Administration Fees

BCHA may charge the operator of the employment center and the Employee Housing a reasonable fee annually for monitoring compliance with the Employee Housing program.

#### R. Building Code Compliance and Inspections

1. All new Community Housing subject to a deed covenant must be in a marketable condition and comply with the applicable building code and with all rules, regulations, and codes of all governmental utilities and agencies having jurisdiction.
2. The determination of whether a Community Home is in "marketable" condition shall be at the sole discretion of BCHA

3. Prior to sale, all Community Housing must be inspected and approved by a certified building inspector, architect, engineer, or other professional approved by BCHA for compliance with the Development Agreement and the Community Housing Plan.
4. Cost of such inspections shall be the responsibility of the developer, and the results of such inspection must be approved by BCHA.
5. Developers must correct punch list items promptly and cooperate fully with BCHA and the Buyer in resolving construction deficiencies and warranty items.

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### Section 7. Income Categories and Pricing

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## Section 7. Income Categories and Pricing

Income Categories are used by BCHA to determine the appropriateness of Community Housing development proposals in each location and also to determine which Applicants shall be considered for particular Community Homes. These Income Categories are based on percentages of the Area Median Income (AMI) that are assigned to Blaine County by HUD on an annual basis. A Household may purchase or rent a Community Home in a higher Income Category, but not in a lower Income Category. The Household Net Worth shall not exceed the published allowable net worth specified for the particular Income Category. Current income limits and allowable net worth are available on BCHA's website or by request.

**Table 7.1 Household Income Categories by Area Median Income (AMI).**

| Income Category | Percentage of Area Median Income                                  |
|-----------------|-------------------------------------------------------------------|
| 1               | Less than 50%                                                     |
| 2               | 50% to 60%                                                        |
| 3               | 60% to 80%                                                        |
| 4               | 80% to 100%                                                       |
| 5               | 100% to 120%                                                      |
| 6               | 120% to 140%                                                      |
| 7*              | 140% to 160%                                                      |
| 8*              | 160% to 180%                                                      |
| 9*              | 180% to 200%                                                      |
| L               | No Income Limit but must be a full-time resident of Blaine County |

\*For Income Categories greater than 6, BCHA will recommend that proposed housing be classified as "Category L" which is housing that will be offered to the full-time residents and employees of Blaine County. Category L housing should be offered in tandem with housing Categorized at Income Category 5 or below.

## A. Calculation of Sales Prices for Newly Constructed/Available Community Housing

1. Maximum sales prices are calculated based upon the federal affordability calculation allowing thirty percent (30%) of Household Income to be allocated to monthly housing cost. The sales price for newly constructed/available Community Housing varies according to the Area Median Income in any given year and according to the calculation of the "maximum monthly housing cost." "Maximum monthly housing cost" includes the following monthly payments:
  - (a) Principal, interest, and mortgage insurance payment (if any) on first mortgage
  - (b) Escrow payment of property taxes and property insurance
  - (c) Land lease payments, if any
  - (d) Homeowners/condominium association fees, if any
  - (e) Utility costs

## B. Calculation of Maximum Sales Price

1. The maximum sales price is based on the minimum income of an Income Category in order to ensure that the price of a Community Home is affordable to every purchaser within that Income Category.
2. BCHA has developed the "Community Housing Price Calculator" for ease in determining maximum sale price. This spreadsheet performs the above calculations when the applicable interest rate and HOA dues assumptions are input. Please contact BCHA office or find the Community House Pricing Calculator on BCHA's website. ([www.bcoha.org](http://www.bcoha.org))
3. To calculate the maximum sales price, follow the steps below:
  - (a) Determine the maximum monthly housing cost by Income Category and Home Size.
  - (b) Deduct 15% of the maximum monthly housing cost for real estate taxes, insurance, and utilities.
  - (c) Deduct any homeowners' fees or other required payments such as a land lease payment from the amount arrived at in Section 7(B)(3)(b), above.
  - (d) Obtain the interest rate from BCHA. The goal of BCHA's Community Housing Programs are permanent affordability. Therefore, current interest rates do not necessarily apply in setting the initial price for Community Housing. The indexed resale calculation in the Deed Covenants (the affordability mechanism) is based on the initial purchase price. Setting too low of an interest rate for the initial

purchase price will require additional subsidy to keep these homes affordable when interest rates rise.

- (e) Utilizing the payment arrived at in Section 7(B)(3)(c) and the interest rate assumption from Section 7(B)(3)(d), calculate a total maximum allowable sale price for the Home.

### C. Maximum Monthly Gross Rental Rates for Community Housing

1. The maximum monthly gross rental rates for newly constructed/available Community Housing are published by BCHA on a schedule in conjunction with the release of Income Limit data provided by HUD.
2. The latest maximum monthly gross rental rates can be found on BCHA's website. These monthly Gross Rental Rates shall be in effect for the term of the initial lease (six (6) month minimum). Thereafter, the maximum monthly gross rental rate can be adjusted in accordance with the published maximum monthly gross rental rates at the time of renewal.
  - (a) Due to the fact that published AMI numbers may decrease over a calendar year, BCHA recommends setting monthly rent at a number as close as possible to the middle of a given Income Category, to ensure ongoing stability for the tenant and predictability of income for the landlord
  - (b) In the event of a published AMI **decrease** by HUD, and if the monthly rent is set at the maximum allowable number within a given Income Category, the rent would be required to be **lowered** to the new corresponding published AMI
3. The maximum monthly gross rental rates are based on an amount equal to thirty percent (30%) of the Household Income per month. This gross rental rate figure includes utilities.
4. Please contact BCHA for a Utility Allowance Analysis based on each unit's size, appliances and heat source to get a net rental rate figure. **The maximum Net Monthly Rent will be less than the published Monthly Gross Rental Rates.**



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## Section 8. Procedures for Special Review and Grievances

The Blaine County Housing Authority is committed to creating and maintaining a user-friendly process that provides the long-term supply of desirable and affordable Community Home choices in all areas of Blaine County for those who work and subsequently retire here. However, situations may arise where either a Grievance needs to be addressed or a Special Review is appropriate to provide resolution to a situation. BCHA will respond to Applicants, Tenants, Sellers or Owners of Community Homes who are experiencing difficulty through one of the two processes described below:

### A. Petition for a Special Review

1. Any Applicant/Tenant/Owner petitioning for a Special Review may file a petition in writing with BCHA stating 1) the ground(s) for the Special Review request, 2) the action requested, and 3) the name, address, and telephone number of the petitioner, and similar information about his/her representative, if any.
2. Upon receipt of the petition BCHA Board of Commissioners may delegate the Special Review to staff or BCHA will convene a Special Review Committee to review the petition and additional evidence, if any, presented by the petitioner at the next regularly scheduled meeting of BCHA. The Special Review Committee, shall be appointed and report back to BCHA Board pursuant to Article IV, Section 11 of BCHA by-laws.
3. BCHA will provide petitioner a written decision and include therein the reasons for its determination. BCHA will make every attempt to render a decision within thirty (30) days after the filing of the petition; however, the matter may be continued at the discretion of BCHA.
4. BCHA will make its determination on the basis of these Community Housing Guidelines, BCHA Policies, and relevant BCHA-drafted Deed Covenants attached to the land.

## B. Grievance Procedure

1. Any Grievance must be presented in writing to BCHA. It may be simply stated, but must specify:
  - (a) the particular ground(s) upon which it is based;
  - (b) the action requested; and
  - (c) the name, address, telephone number of the complainant and similar information about his/her representative, if any.
2. Upon presentation of a written Grievance, a hearing before BCHA shall be scheduled. The complainant shall be afforded a fair hearing providing the basic safeguard of due process, including notice and an opportunity to be heard in a timely, reasonable manner.
3. The complainant and BCHA shall have the opportunity to examine and, before the hearing at the expense of the complainant, to copy all documents, records, and regulations of BCHA that are relevant to the hearing.
4. Any document not made available by BCHA or the complainant, as applicable, after written request may not be relied upon at the hearing.
5. The complainant has the right to be represented by counsel. The matter may be continued at the discretion of BCHA.

## C. Grievance Hearing

The Grievance Hearing shall be conducted by BCHA as follows:

1. Oral or documentary evidence may be received without strict compliance with the rules of evidence applicable to judicial proceedings.
2. The right to cross-examine shall be at the discretion of BCHA and may be regulated by BCHA as it deems necessary for a fair hearing.
3. Based on the records of proceedings, BCHA will provide a written decision and include therein the reasons for its determination.
4. The decision of BCHA will be binding and BCHA shall take all actions necessary to carry out the decision.
5. Every attempt shall be made to settle a Grievance with BCHA within six months after the date the Grievance is filed.

6. The decision of BCHA may be appealed to the Blaine County Commissioners in writing within ninety (90) days after the date the decision is rendered.
7. If the complainant fails to appear at the scheduled hearing, BCHA may make a determination to postpone the hearing, dismiss the complaint, or make a determination based upon the written documentation and the evidence submitted.
8. BCHA will make its determination on the basis of these Community Housing Guidelines, BCHA Policies, and relevant BCHA-drafted Deed Covenants attached to the land.
9. BCHA shall have the authority to enforce its determinations, as provided by law and put forth in these Community Housing Guidelines, BCHA Policies and BCHA-drafted Deed Covenants attached to the land.



## City of Ketchum

February 6, 2023

Mayor Bradshaw and City Councilors:

### RECOMMENDATION TO APPROVE RENTAL DEED-RESTRICTION TEMPLATE & ADOPT BCHA’S GUIDELINES

#### Recommendation and Summary

Staff have researched and compared deed restriction provisions and recommend adopting the attached template for future use. The substantial, notable changes are as follows:

- a) City of Ketchum as the holder of the restriction**
- b) Clarifies and expands enforcement capabilities and associated fees**
- c) Requires that the Owner use a lease addendum with Community Housing tenants**

For such a template to be operationalized, Community Housing Policies are needed for prospective tenants and staff.

The reasons for the recommendation are as follows:

- A standardized, vetted template is more efficient and transparent for staff and developers
- The proposed template is informed by deed-restriction programs that have effectively operated for decades
- Approving BCHA’s Community Housing Guidelines formalizes existing processes

**“I move to approve use of the Rental Deed-Restriction Template”**

**“I move to approve adoption of Blaine County Housing Authority’s Community Housing Guidelines”**

#### Context

The Ketchum Housing Action Plan outlines the following related objectives:

*Goal 3: Expand + Improve Services to Create Housing Stability*

*Action 6: Identify and support policy changes that increase access to housing, including eligibility requirements. Analyze compliance processes, inventory and deed restriction enforcement.*

After reviewing BCHA’s deed restrictions, staff started from scratch with a standardized template used by a national consulting firm for housing trusts and deed-restricted housing. They adjusted this template for rental housing and compared it with BCHA’s, Vail’s, Jackson/Teton County’s, Truckee’s and Rhode Island Housing Association’s. They then reviewed the entire document and deed-restriction process with the Planning team and legal counsel. Once a Rental Deed-Restriction Template is approved, staff will edit and recommend adoption of an Ownership Deed-Restriction Template (which is less complex).

The most substantial changes are those that staff, BCHA, and tenants have found historically challenging:

- a) **City of Ketchum as the holder of the restriction (and it's assigned program administrator) (Article III).**  
This change allows Ketchum to legally enforce deed-restrictions that result from Ketchum's programs and tools and are within Ketchum's jurisdiction. It also means that the City then has the agency to determine which entity is best to administer each deed restriction, which may vary as capacity and scope of the housing authority changes and new programs commence.
  
- b) **Clarifies and expands enforcement capabilities (Article VIII) and associated fees (Article IV).** Article VIII outlines what happens if the owner violates declaration terms or defaults, with remedies ranging from the right to void any contract for lease, conveyance or other transfer and money damages for the cost of acquiring a comparable dwelling unit. Article IV describes fees associated with leaving a restricted home unoccupied and renting to an ineligible renter.
  
- c) **Requires that the Owner use a lease addendum with Community Housing tenants (Exhibit C)** to help ensure tenant stability and clarifies expectations of both parties. Provisions include the following:
  - a. the renter is qualified as eligible;
  - b. limits rent increases and reinforces the maximum rent for that income level;
  - c. that the home must be a primary residence;
  - d. that the owner may not evict or not renew a lease except for when there is just cause (with a mediation option established by the city);
  - e. that owner improvements must not infringe on tenant's use of the home without establishing accommodations; and
  - f. that the owner must make necessary repairs during turnover.

The declaration also establishes Community Housing Policies (Article I.7.N.). As written in the template, unless otherwise adopted by the City, Blaine County Housing Authority's Community Housing Guidelines or Policies apply. City staff are working with BCHA and Housing Authority expert Sunny Shaw to thoroughly review their existing guidelines. These should be approved by the BCHA Board in the next few months.

Staff recommend adopting BCHA's current Community Housing Guidelines to formalize operations, knowing that multiple Community Housing units will soon be reviewed by Council. The current Guidelines are those that have historically applied to deed-restricted units arising from design approval by Ketchum City Council or plat Exceedance Agreement. These Guidelines were adopted by BCHA's Board in June of 2020. Once the edits of those guidelines are complete – one such edit being that they be termed Policies instead of Guidelines – staff would then recommend final Policies to Council. The recommended Policies may be identical to BCHA's.

Sustainability impact

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

Financial Impact

Use of a template would reduce staff time needed to collaborate with developers and execute the restriction.

Attachments

Rental Deed-Restriction Template

Blaine County Housing Authority Community Housing Guidelines

Recording Requested By and  
When Recorded Return to:

City of Ketchum  
In-person pickup preferred (208-726-7801)  
P.O. Box 2315  
Ketchum, ID 83340

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## DECLARATION OF RENTAL AFFORDABILITY COVENANT

This Deed Restriction is entered into between [FULL NAMES OF OWNERS], [each] an [individual, business, LLC] ([together, and] with permitted heirs, successors, and assigns the “**Owner**”) having a mailing address of [ADDRESS OF DEVELOPER/OWNER] and the City of Ketchum, a municipal corporation of the State of Idaho, including successors and assigns (the “**City**”). The Parties make this Declaration of Affordability Covenant (this “**Declaration**”) as of [Month Date], 20[Year] (the “**Effective Date**”), for the purpose of encumbering the improved real estate described on attached Exhibit A (the “**Home**”), having an address of [Street Address, City, State, Zip Code].

## RECITALS

1. To satisfy a condition of approval, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Owner and the City are entering into this Covenant and Declaration.
2. The City operates a program to preserve affordable and workforce housing opportunities through the stewardship of homes whose owners, at the time of permitting, have agreed to accept certain covenants, conditions, and restrictions in exchange for an exceedance of development standards or other incentives (the “Program”).
3. The purpose of this Declaration is to include the Home[s] in the Program, as per [DESCRIBE MECHANISM: design approval by Ketchum City Council or plat Exceedance Agreement] dated [Month Date], 20[Year]. Consistent with the Program, this Declaration includes terms that affect the use and rental price of the Home and are designed to ensure that the Home continues to be affordable to low- and moderate-income households over an extended period and through a succession of owners.
4. Pursuant to the terms and conditions of this Deed Covenant, Owner hereby grants to the City an interest in the Property, as more specifically set forth herein. This interest must allow the City to administer the terms and conditions of this Deed Covenant and of the Guidelines, defined below, but is not to be construed to impair the ability of a mortgagee to remedy a default or foreclose under the terms of a mortgage and/or deed of trust. Notwithstanding the City's interest in the Property set forth herein, the Owner is the sole owner of a fee simple estate in the Property.
5. Owner and the City hereby agree that the Property must be exclusively and permanently dedicated for use and occupancy by a “Qualified Renter,” defined below, as outlined in the Policies and in this Deed Covenant.

## **Article I. Submission of Real Estate, Defined Terms**

1. Submission of Real Estate. By signing this Declaration, the Owner submits the Home to the covenants, conditions, and restrictions of this Declaration for the benefit of the City. The City, including through any Program Administrator the City may appoint from time to time, will have the right to enforce this Declaration.
2. Consideration; Value Exchanged. The Owner recognizes that the Home would otherwise be market rate but the Owner is voluntarily building in exceedance of existing code requirements or receiving other detailed incentive in exchange for the inclusion of deed-restricted units in the development.
3. Any Excess Proceeds of Transfer Go to City.

- A. The Owner recognizes that it would be contrary to the purposes of this Declaration if the Owner could receive more than the as-is restricted and encumbered value of the property (“Maximum Sale Price”) as the result of an eminent domain proceeding or foreclosure. It would also be contrary to the purposes of this Declaration if the Owner could receive financial benefit by violating Article II.2 (“Home may not be leased, Short-term Rented, Encumbered, Sold, or Transferred”). Therefore, the Owner hereby irrevocably assigns to City any net proceeds of eminent domain proceeding or foreclosure, that would otherwise have been payable to the Owner after satisfaction of all Mortgages, if applicable, and that exceed the amount of proceeds that the Owner would have received if the property had been sold only for the Maximum Sale Price or used only in accordance with this Article (I.3 “Any Excess Proceeds of Transfer Go To City”). For the avoidance of doubt, the Owner authorizes and instructs any party conducting any eminent domain proceeding or foreclosure to pay such Excess Proceeds directly to City. If, for any other reason, Excess Proceeds are paid to Owner, Owner hereby agrees to promptly pay such amount to City.
- B. The City must have, and the Owner hereby grants and consents to, a lien upon the Home for any Excess Proceeds. Such lien will be prior to all other liens and encumbrances on the Home except (i) liens and encumbrances recorded before the recording of this Declaration and (ii) liens for real property taxes and other governmental assessments or charges against the Home.

#### 4. Term of Declaration.

- A. This Declaration will remain in effect for sixty-five (65) years after the Effective Date (the “Term”), unless terminated earlier by recordation of a new Declaration upon transfer of the Home to a new Owner in accordance with Article VII; or (ii) foreclosure and expiration of the Purchase Option under Article VI.
- B. Upon expiration of the full Term, the Owner will have the option either to (i) record an amendment to this Declaration encumbering the Home for an additional term; or (ii) pay to the City the Excess Proceeds that would be received by the Owner if the Owner, upon expiration of the Term, were to sell the Home unencumbered by this Declaration to a third party in a bona fide arm’s length transaction. If the Owner does not elect option (i) by recording an amendment before expiration of the Term, the Owner will be deemed to have elected option (ii). Excess Proceeds will be calculated and paid under option (ii) as follows:
  - i. The City, at its sole cost and expense, will obtain an Appraisal of the Home to include the Maximum Sale Price (as-is restricted and encumbered value of the property) and the fair market, unencumbered value;
  - ii. The City will calculate Excess Proceeds by subtracting the Maximum Resale Price from the fair market value of the Home, as determined by the Appraisal; and



- 1) If the calculation in this subparagraph (ii) results in a negative number (in other words, if the Maximum Resale Price is higher than the fair market value), the Owner will not owe any Excess Proceeds, and the City will promptly record a release of this Declaration; or
  - 2) If the calculation in this subparagraph (ii) results in a positive number (in other words, if the Maximum Resale Price is lower than the fair market value), the Owner must pay the Excess Proceeds to the City within 90 days after receiving the City's calculation, and the City will then promptly record a release of this Declaration.
5. Covenants to Run with the Land. The Owner intends, declares, and covenants (a) that this Declaration, including all restrictions, rights and covenants contained herein, are covenants running with the land, encumbering the Home for the Term, and are binding upon the Owner and the Owner's successors in title and assigns, (b) are not merely personal covenants of the Owner, and (c) inure to the benefit of and be enforceable by the City and its Program Administrator, successors and assigns, for the Term. Because the Declaration runs with the land, it encumbers the Home for the Term and is binding upon the Owner's successors in title and assigns regardless of whether such successors in title and assigns agree in writing to be bound by the Declaration or execute a new Declaration at the time of resale, as provided in Article VIII.
6. Local Laws Applicable to Program Apply. This Declaration, including all restrictions, rights and covenants contained herein, implements certain features of exceeding the Development Standards established under Ketchum Code Section 17. In addition to the Declaration, the Home is subject to the Code and the Program Guidelines, as administered by the City, including any amendments thereto if the amendments do not have a materially adverse effect on the interests of the Owner.
7. Defined Terms. Owner and City agree on the following definitions of key terms used in this Declaration.
- A. **"Appraisal"**: Fair market valuations of the Home performed by a duly licensed appraiser, conducted by analysis and comparison of comparable properties, (a) disregarding all of the restrictions of this Declaration and (b) the as-is, restricted value based on restrictions in this Declaration.
  - C. **"BCHA"**: Blaine County Housing Authority, its successors and assigns, is an Idaho independent public body corporate and politic.
  - D. **"Maximum Rent"**: The Maximum Rent corresponds with the Area Median Income level outlined in I.7(E) "Qualified Renter", as determined by BCHA. Maximum Rent includes all essential utilities (electricity, gas, water, sewer, trash, and any other fees including HOA fees).
  - E. **"Qualified Renter"**: A person or group of persons

- iii. whose household income at lease-up and the following six (6) months does not exceed the amount listed in Exhibit B, as calculated and adjusted for household size from time to time by the BCHA (the “**AMI Eligibility Threshold**”);
- iv. whose household size is appropriate for the Home;
- v. whose assets at lease-up do not exceed value listed in Exhibit B, as calculated and adjusted for household size from time to time by the BCHA;
- vi. meets BCHA’s eligibility and screening criteria, is qualified by BCHA, and is on BCHA’s waitlist or with the City’s approval, on an alternative waitlist;
- vii. Occupies the home as their primary residence at least nine (9) months per year.

A household size is “appropriate for the Home” if the household size does not exceed two persons per bedroom, plus one, and is not less than one person per bedroom.

If, when the Qualified Renter annually certifies program compliance, City determines that the Qualified Renter’s income or assets have since exceeded the income category above their initial qualification category (for example, was category 4 and is now category 6), City will work with the Qualified Renter to determine whether alternative housing is available and viable.

- F. “**Event of Default**”: Any violation of the terms of this Declaration unless the violation has been corrected (“**cured**”) by the Owner in the period of time specified in a written Notice of Default has been given by the City. See Article VIII. Enforcement.
- G. “**Ineligible Renter**”: A person or group of persons, or a person and their spouse, not meeting the requirements to be eligible as a Qualified Renter and not approved by the City at lease-up.
- H. “**Intent-to-Sell Notice**”: Owner’s notification to the City and City that the Owner wishes to sell the Home with Owner’s current phone and email information.
- I. “**Mortgage**”: A loan secured by a lien or security interest in the Home, together with any modifications, which may be made from time to time, by agreement between the Owner and the Mortgagee.
- J. “**Mortgagee**”: The lender shown on the security instrument securing a Mortgage, its assignees and the owner of such Mortgage.
- K. “**Out of Compliance Renter**” A renter who does not adhere to the Program Guidelines and has not cured being out of compliance, per the City’s requirements and Program Policies.
- L. “**Program Administrator**”: The entity designated by the City to administer and manage compliance with this deed restriction. Program Administrator has the same enforcement rights as the City.
- M. “**Purchase Option**”: As described more fully in Article VII, City’s option to purchase the Site at the Mortgage obligation, which is triggered by (i) City’s receipt of notice of a Foreclosure Action under Article VI, (ii) any sale or transfer resulting from a Foreclosure

Action under Article VI, and/or (ii) an Event of Default under Article VIII (any of the foregoing, an “**Option Trigger Event**”).

- N. “**Program Policies**” are those certain Community Housing Policies, or its identified substitute, adopted by City Council and in effect as of the applicable date for reference to such Guidelines. The Council may amend the Guidelines at any time in its sole and exclusive discretion, provided, however, any such amendments must either be neutral or for the benefit of the Owner or be approved in writing by the Owner and become an amendment to this Deed Covenant. Without limiting the foregoing, the most current Guidelines or Policies were adopted by the Ketchum City Council in Blaine County, Idaho on [INSERT DATE]. If no such policies have been adopted by Ketchum City Council, then Blaine County Housing Authority’s Community Housing Guidelines or Policies will be adhered to.

## **Article II. Use of Home**

1. Owner must rent the Home for use as a primary residence to a Qualified Renter.
  - A. The Qualified Renter may use the Home only for residential purposes and any activities related to residential use that are permitted by local zoning law, except for short-term rental. Additional criteria are in Program Policies. A lease is required for a minimum of a twelve (12) month term.
  - B. If the Home remains unoccupied by a Qualified Renter for more than two months and the City has fulfilled their role outlined in Article III, then the City reserves the right to charge a fee as specified in Article IV and, without cure, default as described in Article VIII.3.
2. Home May Not be Leased, Short-term Rented, Encumbered, Sold, or Transferred Except as Provided in Articles VI and VII. No interest in the Home, including without limitation a fee simple interest, tenancy in common, joint tenancy, community property, tenancy by the entirety, life estate, limited estate, leasehold estate, tenancy, easement, mortgage, deed, lien, security interest, or other encumbrance, whether voluntary or involuntary, may be granted, sold, assigned, conveyed, or transferred except in accordance with Articles VI (“Financing and Foreclosure”) and VIII (“Transfer and Turnover of Home”) of this Declaration.
3. Owner Rent Increases are Limited. For any given Qualified Renter, the Owner cannot increase the rent by more than the greater of 4% of current rent every twelve (12) months at lease renewal, without pre-approval of the City. The Owner is obligated to first give the City thirty (30) days written notice of intent to raise above the allowable amount and respond in a timely manner to the City’s requests for documentation that justifies such an increase. Then, if approved, the Owner must give the Qualified Renter at least ninety (90) days written notice.

4. Owner cannot charge above the Maximum Rent. Owner is obligated to ensure that no more than the Maximum Rent is charged, including essential utilities.
5. Owner Must Work with City to Lease-Up. Owner must notify the City (i) simultaneously with sending Qualified Renter a notice of default, noncompliance, eviction, or lease renewal (which adheres to Exhibit C, Tenant Rights); (ii) within three (3) days of receipt of notice from Qualified Renter of intent to vacate or not renew lease.
6. Owner Must Maintain the Home Responsibly and in Compliance with the Law and Other Recorded Documents. The Owner must maintain all parts of the Home in good working order, in a safe, sound and habitable condition, and in full compliance with all laws and regulations. Owner must comply, and cause the Home and all occupants to comply, with all declarations, easements, and other documentation recorded against the Home in the local real estate records. If the requirements of any recorded documents are inconsistent with the requirements of this Declaration, the Owner must comply and must cause the Home and all occupants to comply, with the stricter requirement. Qualified Renters have the right to inspect the home before executing a lease.

### **Article III. Role of City**

1. City Has a Right to Conduct Annual Meetings with the Owner and Qualified Renter. The City may conduct annual meetings with the Owner in the offices of the City or in the Home or some other mutually convenient location (or via mutually convenient electronic means) for purposes of obtaining occupancy certifications and addressing any other Program requirements. Meetings with Owner and Tenant may be conducted separately. The Owner will cooperate with the City in scheduling and attending these meetings and will provide City with the requested information. The City may opt to request such information from the Owner by phone, mail, email, or some other method instead of conducting an in-person (or electronically facilitated) meeting, and the Owner will then promptly provide the City with the requested information using the alternative method.
2. City Has a Right to Inspect the Home. The City may inspect any part of the Home on an annual basis at any reasonable time, to be scheduled with the Qualified Renter or, if vacant, the Owner. If occupied, the City must notify the Owner at least three (3) days before carrying out such inspection. The Owner will cooperate with the City's efforts to schedule and conduct the inspection, and if negative property conditions are identified, the City has the right to re-inspect until they are resolved. The inspection will include a review that the Home is decent, safe, and sanitary and in good repair and in conformance with local code.
3. City has Right to Review Lease. The City has the right to review the lease at lease-up before execution and at any point thereafter. City may also discuss lease terms with the Qualified Tenant.

4. City Will Identify Prospective Qualified Renters. At initial and any following lease-up, the City will refer Qualified Renters to the Owner. The City will work with the Owner as provided in Article II and VIII, as applicable.
5. City's Administrator, Successors, and Assigns. The City may designate a Program Administrator, a successor or assign to its rights and obligations under this Declaration, provided that such Program Administrator, successor or assign is a governmental body, governmental agency, or entity (non-profit or for-profit) with a purpose consistent with the Program.
6. Nonliability of City for Negligence, Loss or Damage. The Owner understands and agrees that the relationship between Owner and City is solely that of an Owner and a program administrator. The City does not owe a duty of care to protect the Owner against negligent, faulty, inadequate, or defective building or construction or any condition of the Home. Owner agrees that neither Owner nor Owner's heirs, successors or assigns must ever claim, have, or assert any right or action against the City for any loss, damage, or other matter arising out of or resulting from any condition of the Home and will hold the City harmless from any liability, loss, or damage for these things.

#### **Article IV. Fees, Taxes, and Assessments**

1. Owner Must Pay a Fee for Unoccupied Home. Owners must lease vacated unit within 30 days of vacation to a Qualified Renter. If City provided owner with Qualified Renter(s) in a timely manner (after receiving required notice in II.5) and determines that the Owner is not, in good faith, proceeding with signing a lease and moving in new tenants, the City may determine that the Owner is in violation of Article II. Any owner in violation Article II must pay monetary damages to the City that equal the Maximum Rent for the duration of the known violation. Property vacant for more than three months or ninety (90) days constitutes default.
2. Owner Must Pay a Fee for Renting to Ineligible Renter. If City is notified that the Owner may be leasing to an Ineligible Renter, the City will notify the Owner and request documentation and clarification. If the City confirms occupation by an Ineligible Renter, monetary damages must be paid to the City that equal the difference between the Maximum Rent and (i) the monthly rent charged, confirmed by bank statements, a signed lease, a signed tenant statement, or other documentation accepted by the City for the duration of the violation or if (ii) is unavailable then Market Rent, as determined by BCHA (Median Advertised Rent per bedroom size and location), for the number of months in violation. Upon that determination, the Owner must work with the City on transitioning out the current Ineligible Renter to a Qualified Renter. In addition,
  - A. Owner must provide Ineligible Renter at least a ninety (90) day eviction notice;

- B. Owner must pay Ineligible Renter relocation expenses in an amount equal to six times the tenant's monthly rent paid by the Owner;
3. Owner Is Responsible for Paying all Fees, Taxes and Assessments. Owner must pay directly, when due, all fees, taxes, governmental and Owner association assessments that relate to the Home, unless such taxes and assessments are to be escrowed and paid by a Owner, in which case payment must be made as directed by that Owner.
  4. City Can Collect Unpaid Amounts When Home Is Sold. In the event that any amounts due under this Declaration remain unpaid when the Home is sold, including without limitation amounts due to City under this Article IV and any enforcement fees under Section 9.03(e), the outstanding amount, including any interest (the "Unpaid Amounts"), must be paid to the City out of any proceeds from the sale that would otherwise be due to the Owner.

## **Article V. Insurance, Damage or Destruction, Taking for Public Use**

1. Owner Must Insure the Home Against Loss. The Owner must, at the Owner's expense, keep the Home continuously insured against accidental direct physical loss with a coverage limit equal to the estimated full replacement cost of the Home, that is, the amount necessary to rebuild the Home as opposed to the Home's market value. The insurance policy must satisfy all requirements of any Mortgage of record, and certificates of insurance must be delivered to City upon request.
2. What Happens if Home Is Damaged or Destroyed. In the event of fire or other damage to the Home, the Owner must take all steps necessary to assure the repair of such damage and the restoration of the Home to its condition immediately prior to the damage. All such repairs and restoration must be completed as promptly as possible. Owner must also promptly take all steps necessary to assure that the damaged Home does not constitute a danger to persons or property. For clarity, the obligations of the Owner to repair and restore the Home are the same in a case of insufficient insurance proceeds as in a case of excess insurance proceeds; in either case the Owner must still repair and restore the Home, obtaining additional funds (in the case of insufficient insurance proceeds) or, if permitted by the terms of the policy and the terms of any Mortgage, retaining excess funds (in the case of excess insurance proceeds). In a case where repair and restoration are not feasible (for example, in the case of sinkhole or other condition that materially adversely impacts and precludes restoration of the structure of the Home), the Owner must provide reasonably acceptable documentation of such circumstance to City, and in such case will be excused from repairing and restoring the Home, provided that the Owner uses available insurance proceeds to pay off any lien on the Home and the Owner provides the City with Excess Proceeds as applicable.
3. What Happens if Some or All of the Home Is Taken for Public Use.

- A. If all of the Home is taken by eminent domain or otherwise for public purposes, or if so much of the Home is taken that the Home is lost or damaged beyond repair, this Declaration will terminate as of the date when Owner is required to give up possession of the Home, provided, however, that any Excess Proceeds (defined in Article I) arising from eminent domain or other public use proceedings will be paid to City.
- B. In the event of a taking of a portion of the Home that results in damage to the Home that can reasonably be restored to a residential use consistent with this Declaration, then this Declaration will remain in full force and effect and the damage must be treated as damage is treated in Article V.2 above.

## **Article VI. Financing and Foreclosure**

1. By Signing Declaration, City Gives Permission for Original Mortgage. By signing this Declaration, the City gives written permission for the first and second priority mortgage or deed of trust signed by the Owner and financing the Owner's purchase and development of the residential portion of the site ("the Site").
2. Survival of Declaration Upon Exercise of Remedies by Mortgagees.
  - A. If the Mortgagee, deed of trust, or other encumbrance on the Site conducts a foreclosure sale, accepts a deed in lieu of foreclosure, or exercises any other right or remedy that results in the Owner no longer having title to the Site (any such right or remedy, a "Foreclosure Action"), this Declaration must run with the land pursuant to Article I.4 above and will continue to encumber the Home as follows:
  - B. The Owner expressly authorizes any Mortgagee to provide City with any information requested by City with respect to the obligations secured by a mortgage, deed of trust, or other security instrument encumbering the Site, including without limitation, the original or maximum principal amount of the loan, the interest rate and other terms governing repayment, payment history, including any history of delinquent payments, current payments of principal, interest, and late fees due or delinquent, and the amount of total obligations currently secured by the Mortgage.
  - C. The Owner understands and agrees that nothing in this Declaration (i) in any way constitutes a promise or guarantee by the City that the Mortgagee will actually receive the Mortgage Satisfaction Amount or any other price for the Site, or (ii) impairs the rights and remedies of the Mortgagee in the event of a deficiency.
3. If Potential Foreclosure, the City Has an Option to Purchase the Site.
  - A. At least 60 days prior to any potential Foreclosure Action, the Owner must notify the City of (i) the name of the lender on the note triggering the potential foreclosure activity; (ii) the original amount and date of the note, the existing balance, and the annual debt cost; (iii) the position of the note relative to other liabilities on the property; (iv) a detailed description of the circumstances that have prevented timely

payment of interest on the note; (v) a detailed description of efforts between the owner and the holder of the note to reach an agreement to modify the terms of the note to prevent foreclosure; and (vi) any relationship between the holder of the note and the owner of the property by familial relationships, common principals, owners or employees.

- B. Upon (i) City's receipt of notice of a Foreclosure Action under Article VI; (ii) any sale or transfer resulting from a Foreclosure Action under Article VI; and/or (iii) an Event of Default under Article VIII (any of the foregoing, an "Option Trigger Event"), the City will have the option to purchase the Site at the amount of such total obligations under the Mortgage (the "Purchase Option"). For purposes of subparagraph (iii), (A) the amount of total obligations owed to the Mortgagee must be calculated as of the date the sale to the City closes, and (B) no Option Trigger Event occurring after a sale or transfer resulting from a Foreclosure Action must trigger an additional Purchase Option (rather, the City must be limited to the single Purchase Option initially triggered by the sale or transfer resulting from the Foreclosure Action). The Purchase Option is designed to further the purpose of preserving the affordability of the Home for succeeding Qualified Renters while taking fair account of the investment by the Owner.
  - C. If the City elects to purchase the Home, the City will exercise the Purchase Option by notifying the current Owner and any Mortgagee in writing of such election (the "Notice of Exercise of Option") within 180 days after the Option Trigger Event, or the Option may expire. Having given such notice, the City may (i) proceed to purchase the Site directly or (ii) assign the Purchase Option to another entity that would maintain a similar deed restriction program.
  - D. The purchase (by City or City's assignee) will be completed within 90 days after the City's Notice of Exercise of Option, or the Purchase Option will be of no further force and effect with respect to such Option Trigger Event. Except in the case of a Foreclosure Action, the Purchase Option will remain in effect with respect to Option Trigger Events occurring after the subject Option Trigger Event. The time permitted for the completion of the purchase may be extended by mutual agreement of the City or its assignee and the Owner and, if applicable, the Mortgagee undertaking the Foreclosure Action.
4. Distribution of Sales Proceeds. In the event that the City does not exercise the Purchase Option, the proceeds of any sale conducted in accordance with this Article VI must be distributed as follows: first to satisfy Mortgages in order of priority, second to pay the City's Unpaid Amounts and Excess Proceeds, third to pay taxes, Owner association assessments, and any statutory or municipal fees currently due and payable, fourth to pay amounts owed to any other secured lien holders.

## **Article VII. Transfer and Turnover of the Home**

- 1. At transfer or sale of the Home, new Owner is subject to the same terms. Any new Owner will take title subject to all the terms and conditions of this Declaration, including the Term, and must execute and record such documents as the City may require and/or approve.



Before proceeding with a sale, the Owner must give the City at least 30 days prior written notice and must promptly provide the City with related documentation requested by the City.

2. Repairs and Turnover Procedures. The Owner is required to make necessary repairs when the Home is turned over as follows:
  - A. The Owner will provide an Inspection Checklist in the lease that the Qualified Renter must, prior to signing the lease, use (i) with an inspector at their sole expense or (ii) to self-inspect and the City has the option of inspecting. The inspection is to ensure that the Home is in decent, safe, and sanitary condition and identify any additional needed repairs. The Owner must cooperate fully with the inspection.
  - B. The Owner will repair specific reported defects or conditions necessary to bring the Home into full compliance with the checklist and deed restriction prior to transferring the Home.
  - C. The Owner will bear the full cost of the necessary repairs and replacements.

## **Article VIII. Enforcement**

1. What Happens if Owner Violates Other (Nonmonetary) Terms of the Declaration. It will be an event of default if the Owner fails to abide by any other requirement or restriction stated in this Declaration and/or any other document of record encumbering the Home, and such failure is not cured by the Owner or a Mortgagee within 60 days after notice of such failure is given by the City to the Owner and any Mortgagee. Notwithstanding the foregoing, the Owner will not be entitled to a cure period for any violation of the construction or statutory lien provisions in Article V, the financing provisions in Article VI, the transfer provisions in Article VII and Article II, or the provisions of Article VIII below, and the City will be entitled to exercise the rights and remedies under Article VIII.4 for any such violation immediately upon notice of such violation being given by the City to the Owner and any Mortgagee.
2. What Happens if Owner Defaults as a Result of Judicial Process. It is an event of default if the Home is taken on execution or by other process of law, or if any assignment is made of the Home for the benefit of creditors, or if a receiver, trustee in involuntary bankruptcy or other similar officer is appointed to take charge of any substantial part of the Home by a court of competent jurisdiction, or if a petition is filed for the reorganization of Owner under any provisions of the Bankruptcy Act now or hereafter enacted, or if Owner files a petition for such reorganization, or for arrangements under any provision of the Bankruptcy Act now or hereafter enacted and providing a plan for a debtor to settle, satisfy or extend the time for payment of debts.
3. City-approved correction of Out of Compliance Renter. Owner may be required to lease to a new tenant, if the City determines that the current lease is with an Out of Compliance Renter.

4. Default (Uncured Violation) Gives City the Right to Exercise Rights and Remedies. Upon the occurrence of an event of default that continues beyond any applicable cure period, the City will have, in addition to all other rights and remedies provided at law or in equity, the right, at the City's option, without further notice or demand of any kind, to take any one or more of the following actions:
- A. The right to enforce this Declaration independently by appropriate legal proceedings and to obtain injunctive and other appropriate relief on account of any violations including without limitation relief requiring restoration of the Home to the condition, affordability or occupancy which existed prior to the violation impacting such condition, affordability or occupancy (it being agreed that there must be no adequate remedy at law for such violation), and will be in addition to, and not in limitation of, any other rights and remedies available to the City.
  - B. In the case of a default under Article VIII.1 or VIII.2, including without limitation the institution of foreclosure by judicial proceeding or private sale;
  - C. Without limitation of any other rights or remedies of the City, or its successors and assigns, in the event of any rent, conveyance, financing, refinancing, or other transfer or occupancy of the Home in violation of the provisions of this Declaration, the following rights and remedies, which will be cumulative and not mutually exclusive:
    - a. specific performance of the provisions of this Declaration;
    - b. money damages for Excess Proceeds and Unpaid Amounts, if applicable;
    - c. the right to void any contract for lease, conveyance or other transfer of the Home in violation of the provisions of this Declaration, by an action in equity to enforce this Declaration; and
    - d. money damages for the cost of acquiring a comparable dwelling unit for a Qualified Renter, as determined by the unrestricted value in an Appraisal paid for by the Owner.
  - D. In addition to the foregoing, the Owner hereby agrees and will be obligated to pay all fees and expenses (including legal fees) of the City in the event successful enforcement action is taken against the Owner or Owner's successors or assigns.
  - E. The Owner for themselves and their successors and assigns, hereby grants to the City the right to take all actions with respect to the Home which the City may determine to be necessary or appropriate pursuant to applicable law, court order, or the consent of the Owner to prevent, remedy or abate any violation of this Declaration.

## **Article IX. Mediation**

1. Mediation. Nothing in this Declaration will be construed as preventing the parties from utilizing any process of mediation in which the parties agree to engage for the purpose of resolving a dispute.

## **Article X. Notices and Other Provisions**

1. **Notices.** Whenever this Declaration requires either party to give notice to the other, the notice must be given in writing and delivered in person or mailed, by certified or registered mail, return receipt requested, to the party at the address set forth below, or such other address designated by like written notice:

If to City:

City of Ketchum  
P.O. Box 2315  
Ketchum, ID 83340  
Attn: Housing

If to Owner:

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

Attn: \_\_\_\_\_

All notices, demands and requests will be effective upon being deposited in the United States Mail or, in the case of personal delivery, upon actual receipt.

2. **Severability.** If any part of this Declaration is unenforceable or invalid, such material will be read out of this Declaration and will not affect the validity of any other part of this Declaration or give rise to any cause of action of Owner or City against the other, and the remainder of this Declaration will be valid and enforced to the fullest extent permitted by law.
3. **Waiver.**
  - A. The waiver by City at any time of any requirement or restriction in this Declaration, or the failure of City to take action with respect to any breach of any such requirement or restriction, will not be deemed to be a waiver of such requirement or restriction with regard to any subsequent breach of such requirement or restriction, or of any other requirement or restriction in the Declaration. City may grant waivers in the terms of this Declaration, but such waivers must be in writing and signed by City before being effective. Notwithstanding the foregoing, the City may not waive the provisions of Sections 1.03(b) and 7.04 of this Declaration. THIS PROVISION DOES NOT WAIVE ANY OTHER AGREEMENTS, LAND USE ENTITLEMENTS, OR EXCEEDANCE AGREEMENTS FOR THE PROPERTY.
  - B. The subsequent acceptance by City of any late payments will not be deemed to be a waiver of any preceding breach by Owner of any requirement or restriction in this Declaration, other than the failure of the Owner to make the particular payment so

accepted, regardless of City's knowledge of such preceding breach at the time of acceptance of such payment.

4. Headings and Table of Contents. The headings, subheadings and table of contents appearing in this Declaration are for convenience only and do not in any way limit or amplify the terms or conditions of this Declaration.
5. Parties Bound. This Declaration sets forth the entire agreement between City and Owner with respect to the subject matter of this Declaration. This Declaration is binding upon and inures to the benefit of these parties and, in accordance with the provisions of this Declaration, their respective successors in interest. This Declaration may be altered or amended only by written notice executed by City and Owner or their legal representatives or, in accordance with the provisions of this Declaration, their successors in interest.
6. Governing Law. This Declaration will be interpreted in accordance with and governed by the laws of the State of Idaho. The language in all parts of this Declaration will be, in all cases, construed according to its fair meaning and not strictly for or against City or Owner.

IN WITNESS WHEREOF, the parties have caused this Declaration to be executed as of the Effective Date.

**[INSERT SIGNATURE BLOCKS AND NOTARY ACKNOWLEDGMENTS.]**

**Exhibit A. Legal Description**  
of the Home with unit #

**[INSERT ANY STATEMENTS REQUIRED FOR RECORDING]**

## Exhibit B. Income Restrictions

Owner developed property addressed as [REDACTED], Ketchum, Idaho 83340 for a [REDACTED] square foot retail/service/office/residential/etc. building. This development generated the obligation to provide Community Housing in accordance with [REDACTED] Approval. Owner is restricting:

- Unit [REDACTED], with [REDACTED] number of bedrooms with Income Range [REDACTED], Category [REDACTED].
- Unit [REDACTED], with [REDACTED] number of bedrooms with Income Range [REDACTED], Category [REDACTED].
- Unit [REDACTED], with [REDACTED] number of bedrooms with Income Range [REDACTED], Category [REDACTED].

## **Exhibit C. Tenant Rights, to be included as Lease Addendum**

1. Qualified Renter. The Owner must rent the Home to a Qualified Renter. Renters are required to respond to the City of Ketchum's requests for information to annually certify compliance. If Renter is determined to be Out of Compliance with City of Ketchum's program guidelines, then a notice to vacate may be delivered to tenant following Idaho's Tenant-Landlord Laws.
  - A. If, when the Renter annually certifies program compliance, the City or assigned Program Administrator determines that the Renter's income or assets have since exceeded the income category above their initial qualification category (for example, was category 4 and is now category 6), the Renter must – at the City's request – discuss and work with the City to determine whether alternative housing is available and viable to relocate to.
2. Owner Rent Increases are Limited. For any given Qualified Renter, the Owner cannot increase the rent by more than the greater of 4% of current rent every twelve (12) months at lease renewal, without pre-approval of the City. The Owner is obligated to first give the City thirty (30) days written notice of intent to raise above the allowable amount and respond in a timely manner to the City's requests for documentation that justifies such an increase. Then, if approved, the Owner must give the Qualified Renter at least ninety (90) days written notice.
3. Owner cannot charge above the Maximum Rent. Owner is obligated to ensure that no more than the Maximum Rent is charged, including essential utilities.
4. Owner Must Rent the Home for use as Primary Residence. The Qualified Renter may use the Home only for residential purposes and any activities related to residential use that are permitted by local zoning law, except for short-term rental. Additional criteria are in Program Policies. A lease is required for a minimum of a twelve (12) month term.
5. Owner may not Evict or not Renew Lease without Just-Cause or Mediation.
  - A. Just-cause for eviction and non-renewal of leases is allowed of a Qualified Renter after (i) a Notice of Default or Non-Compliance was provided to the Qualified Renter and City, (ii) Owner makes a reasonable effort to participate in the mediation process as determined by the City and adheres to any resulting mediation agreement, and (iii) a 30-day written notice is provided the Qualified Renter and City. Just-cause eviction includes the following:
    - i. Failure to pay rent or habitual late payment of rent;
    - ii. Repeated disorderly conduct;
    - iii. Damage or destruction to the property;
    - iv. Substantial violation or breach of covenants or agreements contained in the lease pertaining to illegal use of controlled dangerous substances or other illegal activities;
    - v. Refusal to accept reasonable changes in the terms and conditions of the lease;

- vi. Conviction of a drug offence committed on the property and Qualified Renter has not in connection with his sentence either (1) successfully completed or (2) been admitted to and continues during probation participation toward completion of a drug rehabilitation program;
  - vii. The City determines that the tenant falsified eligibility with program criteria.
- B. 5.A. applies except for just-cause evictions sought in the following scenarios:
- i. Qualified Renter is found by Owner to be producing a controlled substance on the property, with a three (3) day eviction notice;
  - ii. Qualified Renter is convicted of assaulting or threatening the landlord, their family, employees, or other tenants, with a three (3) day eviction notice.
- C. If the Qualified Renter is committing acts of domestic violence and/or sexual assault, then the Owner must (1) refer tenants to the Advocates and (2) follow the Violence Against Women Act;
- D. Owner may not coerce or harass tenants to waive their rights, lease-terms, or move out.
6. Owner's Ability to Improve the Home is Limited. The term "**Capital Improvements**" means any improvements that (i) exceed more than a single eight-hour day; (ii) requires packing, moving, or storing belongings; (iii) continued occupancy constitutes a danger to the Qualified Renter's health or safety and/or the nature of the improvement creates an undue burden or unnecessary hardship; or (iv) the Qualified Renter does not have access to functional kitchen or bathroom facilities. In addition, Capital Improvements include any improvements that change the footprint, square-footage, or height of the house. No improvements may be made to the Home that would affect its bedroom configuration.
- A. The Owner will not make any Capital Improvements to the Home without the prior written consent of the City, which consent may be withheld in the City's sole and absolute discretion or may include notice and relocation assistance requirements.
  - B. The Owner may make other improvements to the Home without the consent of the City as long as such improvements (i) do not meet the criteria in Section 4, (ii) are constructed in a professional manner, (iii) reasonable efforts are made to comply with Qualified Renter's scheduling requirements, and (iv) comply with all applicable laws and regulations.
  - C. Section 4 does not apply in the event the Home is damaged or destroyed following a fire or other casualty.
7. Repairs and Turnover Procedures. The Owner is required to make necessary repairs when the Home is turned over as follows:
- D. The Owner must provide an Inspection Checklist in the lease that the Qualified Renter must, prior to signing the lease, use (i) with an inspector at their sole expense or (ii) to self-inspect and the City has the option of inspecting. The inspection is to ensure that



the Home is in decent, safe, and sanitary condition and identify any additional needed repairs. The Owner must cooperate fully with the inspection.

- E. The Owner must repair specific reported defects or conditions necessary to bring the Home into full compliance with the checklist and deed restriction prior to transferring the Home.
- F. The Owner must bear the full cost of the necessary repairs and replacements.

When Recorded Return To:  
Blaine County Housing Authority  
P.O. Box 4045  
Ketchum, ID 83340

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**BLAINE COUNTY HOUSING AUTHORITY**

# **Community Housing Guidelines**

## **As Adopted June 2020**

# 2020 Community Housing Guidelines

## Outline of Sections

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- B. Purpose of Guidelines
- C. Role of the Blaine County Housing Authority
- D. Definitions

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### **Note:**

- *To go to the beginning of a Section, simply click that section, above.*
- *To return to the beginning of a Section, click the green text at the bottom of any page.*
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## Section 1. Introduction

### A. Mission Statement

The Blaine County Housing Authority's mission is to advocate, promote, plan and preserve the long-term supply of desirable and affordable housing choices in all areas of Blaine County in order to maintain an economically diverse, vibrant, and sustainable community.

### B. Purpose of Guidelines

1. The purpose of these Guidelines is to define and describe the process of renting, purchasing, or developing Community Homes and Employee Housing within Blaine County. They are intended to assist government staff, the development community, Applicants, and the public, in understanding the priorities for and processes of governing Community Housing development and administration in Blaine County. The Guidelines do not replace professional guidance available from the Blaine County Housing Authority (BCHA) staff.
2. These Guidelines are intended to support the attainment of BCHA goals and to supplement, rather than supersede, land use and building codes used by the County and Cities. The Guidelines should be used to review land use applications, to establish affordable rental rates and sales prices, to establish criteria for admission and occupancy, and to develop and prioritize current and long-range community housing programs.
3. These Guidelines shall be reviewed on an annual basis and updated as needed to account for the changes that are occurring within Blaine County. Upon approval by the Board of Commissioners of BCHA, they will remain in effect until such time as amended Guidelines are approved by the same body.

### C. Role of The Blaine County Housing Authority

The role of BCHA is to:

1. Qualify Applicants for Community Housing using the criteria set forth in these Guidelines and maintaining an Applicant Database of those persons eligible to rent or purchase Community Homes.
2. Match qualified Applicants with available Community Homes.
3. Monitor compliance with and enforcement of these Guidelines and deed covenants.
4. Develop the criteria by which Community Housing is located, designed, developed, and priced.
5. Provide recommendations regarding proposed Community Housing to Blaine County and its municipalities in accordance with these Guidelines.

### D. Authority of the Blaine County Housing Authority

1. BCHA is an independent public body, corporate and politic created by Blaine County and has all the powers and authority bestowed upon a housing authority pursuant to Title 31, Chapter 42 and Title 50, Chapter 19, Idaho Code.
2. The authority of BCHA may be described generally as follows:
  - (a) BCHA has the authority to administer to municipalities within Blaine County the Community Housing program in accordance with the covenants set forth in the deeds governing each Community Home including, but not limited to, the qualification and selection of purchasers, the administration of purchase and sale agreements, and the enforcement of compliance with the Community Housing covenants affecting the Community Housing property.
  - (b) BCHA may be given authority by Blaine County and its municipalities to incorporate BCHA's location, type and design criteria, and pricing recommendations into proposed development plans and enforce the execution of approved Community Housing Plans for the development of Community Housing.

### E. Definitions

1. **Administration Fee** – The fee charged by BCHA in connection with a completed purchase and sale transaction or a rental lease transaction as

compensation for the creation of and monitoring compliance with the deed covenants of Community Housing.

2. **Applicant/Applicant Household** – Persons or households that have completed the application process to obtain, either through purchase or rental, a Community Home.
3. **Applicant Database** – The group of persons who have submitted applications to BCHA for the rental or purchase of housing subject to a deed covenant (or other housing managed or administered by BCHA).
4. **Applicant Pool** – A group of Applicants selected from the Applicant Database and matched to a specific property for consideration to either rent or purchase that property.
5. **Assets** - Anything owned by an individual that has commercial or exchange value. Assets consist of specific property or claims against others, in contrast to obligations due others.  $Assets = Liabilities + Owner's Equity$ .
6. **Capital Improvements** - Unless otherwise defined in the deed covenants covering the Community Housing unit, any fixture erected as a permanent improvement to real property that enhances the value of the property, excluding repair, replacement, maintenance costs, and standard depreciation when applicable.
7. **Community Housing/Home** - Dwellings restricted (typically via deed covenant) by size and type for individuals meeting asset, income and minimum occupancy Guidelines approved by BCHA and the appropriate governmental body, whichever shall apply.
8. **Co-signer** - A joint signatory of a promissory note, mortgage and/or deed of trust, who may not occupy the Community Home unless qualified by BCHA.
9. **Deed Covenant** - A contract entered into between BCHA and the owner or purchaser of real property identifying the conditions of occupancy and resale. Also known as a "deed restriction."
10. **Disabled Person/Dependent** - A person who meets the definition of "individual with a disability" contained in 29 U.S.C. Section 706(8), and/or as defined in the Americans with Disabilities Act of 1990.

11. **Essential Services Worker** - An employee of an organization that provides a service deemed by BCHA to be essential to the health, safety, and welfare of the community. Such employment includes, but is not limited to, the following: clerical fire and police department workers, hospital emergency room technicians, registered nurses, social service workers (mental health and abuse case workers), communications dispatchers through the Sheriff's Office or Police Department, full-time on-call water, sewer and street department personnel, schoolteachers and various support staff. A written verification of employment duties from the employer is required. Such verification shall also demonstrate the need of that agency to house essential workers in the Blaine County area. Final determination of Essential Service Worker status shall be at the sole discretion of BCHA.
12. **Employee Housing** - Housing which is required to be developed in conjunction with an agricultural or commercial enterprise and is intended for rental by the employees of the enterprise. The rental rates for such housing are set forth in Section 7 and the recorded deed covenants.
13. **First Responder** - An employee of an organization or government entity that provides front line emergency services within Blaine County. Such employment includes, but is not limited to firefighters, mountain rescue, sheriff's deputies, police officers, ambulance drivers and emergency medical technicians. Final determination of First Responder status shall be at the sole discretion of BCHA.
14. **Full Time Employee** - A person who is employed and physically working in Blaine County for one or more employers on the basis of a minimum of 1,500 hours worked per calendar year in Blaine County (which averages 35 hours a week). The term Employed means having a job with one or more employers in Blaine County. Breaks in employment which do not disqualify Applicant include: temporary physical or mental disability, acting as primary caretaker of ill relative, extended vacation not to exceed six months every six years, and full-time education or training. Although these breaks in employment do not disqualify Applicants, the time spent in such activity cannot be included in the total number of years when calculating consecutive years of employment.
15. **Fixture** - Personal property which has been attached to or installed on land or a structure thereon in such a way as to become a part of the real property.



16. **Grievance** - Any dispute that an Applicant, purchaser, seller or tenant may have with BCHA with respect to action or failure to act in accordance with the complainant's rights, duties, welfare or status.
17. **Gross Income** - The total income derived from a business, trust, employment and from income-producing property, before deductions for expenses, depreciation, taxes, and similar allowances. Gross Income shall also include alimony and child support.
18. **Gross Rental Rate** - The total cost (including but not limited to utilities, management fees, taxes, dues, snow removal, etc.) charged to a qualified renter for community housing.
19. **Household** - All individuals who will be occupying the Community Home.
20. **Household Income** – The total Gross Income of all individuals who will be occupying the Community Home. Adjustments to Gross Income for business expenses may be made for persons who are self-employed.
21. **Income Category** – The classification of annual income based upon household size as a percentage of the Area Median Income assigned to Blaine County by the U.S. Department of Housing and Urban Development.
22. **Joint Tenancy** - Ownership of real property by two (2) or more persons, each of whom has an undivided interest with the right of survivorship. Joint tenancy is typically used by related persons.
23. **Liabilities** - Those monetary obligations and debts owed to someone by an individual.
24. **Livable Square Footage** - Is calculated on interior area and is measured interior wall to interior wall (i.e., “paint-to-paint”), including all interior partitions. Also included, but not limited to, are habitable basements and interior storage areas, closets and laundry area. Exclusions include, but are not limited to, uninhabitable basements, mechanical areas, exterior storage, stairwells, garages (either attached or detached), patios, decks and porches.
25. **Local Employer** - A business whose business address is located within Blaine County and whose business employs persons within Blaine County.

26. **Maximum Sale Price** – The allowable sale price as determined by the Community Housing Price Calculator, or for subsequent sales, as set forth in the applicable Deed Covenant.
27. **Net Worth/Household Net Worth** - Combined net worth (all assets minus all liabilities) of all individuals who will be occupying the Community Home, regardless of legal status. Retirement accounts will be reviewed on a case-by-case basis to determine whether or not they shall be included in the net worth calculation.
28. **Primary Residence** - The sole and exclusive place of residence. The owner or renter shall be deemed to have ceased to use the Community Home as his/her sole and exclusive place of residence by accepting permanent employment outside of Blaine County, or residing in the Community Home fewer than nine (9) months out of any twelve (12) months.
29. **Retired Person** – A person who
- (a) has (i) resided in or (ii) was either self-employed full-time or was a Full-Time Employee in Blaine County, Idaho, for not less than ten (10) out of the twenty-five (25) years prior to the date of qualification;
  - (b) shall not have a Net Worth (as such term is defined in Generally Accepted Accounting Principles) in excess of the maximum allowed in Section 7 of these Guidelines; and
  - (c) does not own any other developed residential real property or dwelling units in Blaine County, Idaho, or anywhere else in the United States of America.
30. **Retirement Age** – 60 years of age.
31. **Senior** - A person of the age of 60 years or more.
32. **Special Review** - A review of a petition to waive a provision of these Guidelines due to special circumstances. The process for a Special Review is described in Section 8.
33. **Tenant** - A person who is leasing or has leased a Community Home that is subject to these Guidelines, and any qualifying potential lessee or past lessee of any such home, but only with respect to any issue arising under these Guidelines.
34. **Tenancy in Common** - An ownership of real property by two or more persons, each of whom has an undivided interest, without right of

survivorship. Upon the death of one of the owners, the ownership share of the decedent is inherited by the party or parties designated in the decedent's will.

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## Section 2. Qualifying to Rent or Purchase Community Housing

### A. Basic Qualifications for the Rental or Purchase of Community Housing with an Income Category Deed Covenant

In order to qualify to rent or purchase an Income-Category Community Home, the Applicant/Applicant Household must meet the criteria stated in subparagraphs (a) through (e) below:

1. The Applicant and Co-Applicant must be legal residents of the United States or be in the process of applying for legal residency and,
2. At least one non-dependent member of the Applicant Household must meet one of the following criteria:
  - (a) Be a Full-Time Employee working in Blaine County; or
  - (b) Be a Retired Person who was a Full-Time Employee in Blaine County immediately prior to his/her retirement and who currently lives in Blaine County as his/her Primary Residence; or
  - (c) Be a Disabled Person residing in Blaine County who was a Full-Time Employee in Blaine County immediately prior to his/her disability and who currently lives in Blaine County as his/her Primary Residence, and
  - (d) The Applicant/Applicant Household states his/her intent to occupy the Community Home as his/her Primary Residence; and
  - (e) No member of the Household may own developed residential real estate or a mobile home within Blaine County. (Exception: A Community Home Owner pursuant to Guidelines Section 2.5.)

3. If the Applicant owns vacant (undeveloped) land in Blaine County while renting or owning a Community Home and the undeveloped land is later improved with a residence, the Applicant must relinquish the Community Home or sell the ownership interest in the later-developed residence; and
4. The total Gross Income of all members of the Household shall not exceed the maximum Household Income specified in the current Income Limits published by BCHA on its website for the particular Income Category and Household Size; and
5. The Household Net Worth (the total net worth of all members of the Household) shall not exceed the Allowable Net Worth specified for the particular Income Category.

**Table §2(A). Household Income Categories by Area Median Income (AMI).**

| <b>Income Category</b> | <b>Percentage of Area Median Income</b>                           |
|------------------------|-------------------------------------------------------------------|
| 1                      | Less than 50%                                                     |
| 2                      | 50% to 60%                                                        |
| 3                      | 60% to 80%                                                        |
| 4                      | 80% to 100%                                                       |
| 5                      | 100% to 120%                                                      |
| 6                      | 120% to 140%                                                      |
| 7*                     | 140% to 160%                                                      |
| 8*                     | 160% to 180%                                                      |
| 9*                     | 180% to 200%                                                      |
| L                      | No Income Limit but must be a full-time resident of Blaine County |

\*For Income Categories greater than 6, BCHA will recommend that proposed housing be classified as “Category L” which is housing that will be offered to the full-time residents and employees of Blaine County. Category L housing should be offered in tandem with housing Categorized at Income Category 5 or below.

## B. Applying for Rental or Purchase of a Community Home

### 1. General Application

- (a) All persons wishing to rent or purchase a Community Home shall submit a General Application for Community Housing to BCHA (the current application can be found on BCHA's website). The application to rent is a single step process (General Application form only); the application to purchase is a two-step process (General Application and Purchase Requirements). A General Application will be certified by BCHA as complete only when the necessary steps have been completed.
- (b) All Applicants (whether for purchase or rental of a Community Home) shall complete the General Application form provided by BCHA.
- (c) Upon receipt of the completed General Application, BCHA will provide the Applicant with a Letter of Eligibility specifying the Income Category. The Letter of Eligibility is based only on information supplied by the Applicant and, as such, is unverified; verification is explained further in Section 2.3 below.
- (d) If an Applicant desires to be in the Applicant Database to purchase a Community Home, he/she shall provide the additional following information to BCHA in order to be qualified for purchases:
  - i. Evidence of completion of the Homebuyer Education Course approved by BCHA; and
  - ii. The funds required for the down payment are available to complete the purchase.
- (e) At the time a Community Home is offered to an Applicant, the Applicant shall within five (5) business days provide a pre-certification letter from a recognized mortgage lender, evidencing that Applicant will qualify for a loan for the purchase price of Community Housing in the Income Category for which the Applicant is qualified and deemed eligible. The lender must certify in the pre-certification letter that a credit report has been obtained and the standard federal residential loan application has been completed and reviewed by the lender; and the Applicant is qualified to obtain a standard "principal and interest 30-year fixed rate loan" for a home in the price range for which the Applicant is eligible.

### C. Verifying Application Information

1. BCHA may request additional documentation such as proof of residency, income, assets, and employment. All information and documentation submitted shall be held as confidential by BCHA and shall not be subject to Open Records Requests by the general public. Such documentation is used to determine that an Applicant meets the criteria set forth in §2(A)(2) and/or to verify the information provided in the application under §2.2. All or some of the following may be requested:
  - (a) Federal income tax returns for the last three (3) years;
  - (b) A current income statement and a current financial statement, in a form acceptable to BCHA, verified by Applicant to be true and correct; or other financial documentation acceptable to BCHA. When current income is twenty percent (20%) more or less than income reported on tax returns, the Applicant's income will be averaged based upon current income and the previous year's tax returns to establish an Income Category for the purpose of purchasing a Community Home;
  - (c) Verification of employment in Blaine County;
  - (d) Copy of valid Driver's License or State Identification Card;
  - (e) Vehicle registration, if owned;
  - (f) If the Applicant receives court-ordered alimony, spousal support, and/or child support, a certified copy of the court order must be provided, including all exhibits, supplements and modifications to the decree;
  - (g) Any other documentation that BCHA deems necessary to determine eligibility.
2. Upon receipt of the completed General Application and requested verification forms, the Applicant's name and all information for individuals, Households, and/or Local Employers will be retained in the Applicant Database. On an annual basis, the Applicant must confirm or update the information in order to remain in the Applicant Database. All information will be re-verified at the time an Applicant is selected to rent or purchase a Community Home.
3. The Applicant is responsible to ensure that information provided to BCHA remains current. Additionally, BCHA will, from time to time, contact Applicants to request updated information and to determine whether they wish to remain in the Applicant Database. Income, employer, and household size changes can dramatically affect an Applicant's status. If

any information is deemed to be inaccurate, and the Applicant is unable or unwilling to provide corrected information or documents, the Applicant may be removed from the Applicant Database at the sole discretion of BCHA.

#### D. Process for Matching Applicants to Available Community Housing

1. In general, the matching process occurs as follows: When a Community Home becomes available, the Home size, type, Income Category, and location of that Home are checked against the Applicant Database. All Applicants matching the qualifications for a given Community Home are then grouped into the "Applicant Pool" for that Home.
2. Households are prioritized by length of time within the database, length of residency within Blaine County, and length of continuous employment within Blaine County, in addition to Income Category considerations.
3. While household size will not be a determining factor in prioritization for ownership or rental of housing, it should be noted that the purchase price or rental amount will be determined on basis of an assumed household size in accordance with the Area Median Income (AMI).
4. If an Applicant has previously qualified and the Applicant's Household composition subsequently changes (due to marriage, divorce, separation, an increase or reduction in the number of dependents, etc.), the Applicant may still be eligible for purchase or rental of Community Housing, provided that the Household continues to qualify under the Income Category and other considerations. In any event, it is the Applicant's responsibility to continuously update Household information with BCHA prior to being placed into an Applicant Pool.
5. When an Applicant purchases a Community Home, the Applicant's application is extinguished and may not be used to qualify for another Community Home. If an owner of a Community Home wishes to purchase another Community Home, he or she must file a new application and begin the process again.

When an Applicant rents a Community Home, the Applicant's application is retained and is used as a basis for subsequent recertification and may be used to qualify for future purchase of a Community Home.



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### Section 3. Renting Community Housing

All Applicants interested in renting Community Housing must submit a General Application for Community Housing to BCHA (See Section 2, “Qualifying to Rent or Purchase Community Housing”). BCHA is the “qualifying agent” charged with providing landlords and owners of Community Housing with a list of qualified potential renters and with facilitating the rental of a Community Home. An administrative fee, as set by the Board, may be charged to the landlord/owner for these services.

#### A. Procedures for the Rental of an Income-Category Deed Restricted Community Home

1. Each Community Home is designated for occupancy by residents within a certain Income Category. Thus, only those Applicants with incomes at or below the Income Category of the available rental will be eligible.
2. Once BCHA has received a Notice of Intent to Rent from the owner of rental Community Housing, BCHA will identify the top three (3) qualified applicants and present them to the owner for his or her selection for tenancy. (NOTE: In matching an Applicant to a specific Community Home, BCHA will present a “candidate” pool to the landlord or landlord’s agent, based upon Income Category, affordability in relation to income and household size, length of time in the BCHA database, and location preference as given by the applicant.)
3. The final determination and offer of tenancy is the decision of the owner, not BCHA. Candidates who are not selected will not lose their position within the BCHA Database.
4. An Applicant who is selected to rent a Community Home, but who is unable to take the Home, will not lose their position within the BCHA

Database for future available Community Housing unless an Applicant has been previously selected to rent a Community Home and has rejected an offer to rent two (2) times. After the third refusal to rent, the Applicant's initial application date will be adjusted to be effective as of the date of the third refusal to rent.

## B. Ongoing Obligations/Requirements for Renting Community Housing

Once an Applicant secures a rental Community Home through BCHA, the landlord must file a copy of the executed lease with BCHA. The Tenant must use the Home as their Primary Residence and both Tenant and landlord must adhere to the following to be included in the Lease or Lease Addendum:

1. If the Tenant accepts permanent employment outside of Blaine County or resides in the Home fewer than nine (9) out of any twelve (12) months, the Tenant shall be deemed to have ceased to use the Home as a Primary Residence and shall be required to relinquish the Community Home; and
2. A disclosure that Tenants must be re-certified for each year of the lease term.
3. Every Tenant must execute an Acknowledgement and Acceptance of BCHA terms and conditions governing the rental of Community Housing.

## C. Annual Re-Certification to Rent Community Housing

1. The eligibility of Tenants to lease and occupy Community Housing shall be reviewed and verified annually (i.e., re-certified) to ensure that they meet minimum residency and income category requirements under BCHA Guidelines that are in force at the time of the review. BCHA may charge the landlord an annual renewal fee as set by the Board.
2. To assist in this re-certification process, BCHA will send a Rental Renewal Approval Notice and instructions for re-certification.
3. The Tenant shall, within 10 days:
  - (a) Complete the form
  - (b) Update application information if any changes
  - (c) Send a copy of current pay stub
  - (d) Send a copy of most recent tax return
4. The Rental Renewal Notice shall be sent concurrently to the landlord to verify rent, utilities, and lease dates within 10 days of receipt.

#### D. Exceeding Income Limits at Re-Certification

1. If, upon review and re-certification, BCHA determines that the Tenant no longer meets the minimum Income Category requirements (up to a maximum of 10% over category limits), the Tenant may continue to rent and occupy the Community Home at the rental rate, and upon the terms established by the landlord's lease, for up to six (6) additional months in order to provide adequate time to secure new housing.
2. At the conclusion of six (6) months, if the Tenant desires to remain in the Home, the landlord may, in consultation with BCHA, increase the rent at that time. No rental increase may cause the gross housing costs (Rent + Tenant-paid utilities) to exceed thirty percent (30%) of the Tenant's gross monthly income.

An additional 6-month extension may be provided upon successful appeal to the landlord and BCHA based on circumstances of serious illness or other hardship beyond the control of the Tenant.

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## Section 4. Purchasing Community Housing

All persons interested in purchasing either Income Category or Workforce Market Community Housing must submit the appropriate Application to BCHA and receive as applicable, a Letter of Eligibility or a Letter of Qualification.

### A. Procedures for the Purchase of a Deed Covenant Community Home subject to an Income Category

1. Each Community Home is designated for occupancy by residents within a certain Income Category. Only those Applicants with incomes within the specified Income Category will be eligible. In matching an Applicant to a specific Home, BCHA will employ the system creating an Applicant Pool in accordance with the steps outlined in Section 2(C) of these Guidelines.
2. In all cases, BCHA is the “qualifying agent” charged with providing a qualified list of potential purchasers of Community Housing to the Seller.
3. BCHA will notify each qualifying Applicant within the Applicant Pool to determine their interest in the available Home. The Applicant that responds first when notified by BCHA will receive the first opportunity to purchase the Community Home. At that time, all application information will be updated and verified to the satisfaction of BCHA. Once the selection criteria are met, the Applicant(s) will be given the opportunity to purchase the Home.

4. When an Applicant is matched to a Community Home, the Applicant will be required to sign documents necessary to permit BCHA to obtain a copy of the completed loan application submitted to the lender.
5. If an Applicant fails to secure financing for that Home in the time period allowed (as determined by the purchaser and the lender), that Applicant will be eliminated from consideration for purchase of that particular Community Home, but will not lose any priority in consideration for future available Homes.
6. An Applicant may, but is not required to, engage the services of a licensed Real Estate Broker in the transaction. Any fees charged by the Real Estate Broker shall be the responsibility of the Applicant.
7. Any co-ownership interest other than Joint Tenancy or Tenancy In Common must be approved by BCHA. Co-signers may be approved for ownership of the Community Home but may not jointly occupy the Community Home unless qualified by BCHA. No person may own more than one Community Home either as a sole owner or as a Joint Tenant or Tenant In Common, nor may member of an Applicant's household own another Community Home.
8. Each purchaser is required to sign an acknowledgment and acceptance of the Deed Covenant.

#### B. Reserving a Newly Constructed Community Home

BCHA will use all reasonable efforts to show new Community Housing to Applicants prior to the issuance of the certificate of occupancy. A qualified Applicant who is successfully matched with a Community Home will be given the opportunity to enter into a Reservation Agreement for that Community Home. Upon the filing of the final plat the Reservation Agreement may be converted to a Purchase and Sale Agreement in accordance with the terms of the Reservation Agreement.

#### C. Special Applicant Pool for a Particular Community Housing Development

1. Some Community Homes are constructed by or made available by a government agency or by a private developer for a particular group of employees (e.g. Blaine County School District). In those instances, a Special Applicant Pool will be established for that particular development. When a Community Home in such a development becomes available for sale or re-sale, BCHA will first utilize the Special Applicant Pool for that particular development to find qualified buyers.

2. BCHA will employ the system creating an Applicant Pool in accordance with the steps outlined in Section 2(C) of these Guidelines with special prioritization as may be requested by the developer and approved by BCHA. Special prioritization by include the current employees of an employer, a local employee preference, among other things.
3. In no event may a special prioritization be given on the basis of race, color, religion, sex, familial status, national origin, disability, sexual orientation, gender identity, or veteran status. Unless the Particular Community Housing Development participates in a federal program that prioritizes senior citizens, disabled persons, or veterans in its housing programs.
4. The procedure for qualifying an Applicant from a Special Applicant Pool shall follow the same procedures as outlined in Section 4(A) with the addition prioritizations, as described in Section 4(C)(2)-(3)(above).
5. Should the Special Applicant Pool for the Community Housing in a Particular Development be exhausted, without a Community Home being sold, it will be offered to a general Applicant Pool as outlined in Section 4(A).

#### D. Ongoing Obligations/Requirements for Community Home Ownership

Once an Applicant successfully purchases a Community Home through BCHA, a copy of the executed Purchase and Sale Agreement and closing documents must be filed with BCHA. The Applicant/Applicant Household must use the Community Home as their Primary Residence, comply with all provisions of the applicable Deed Covenant, and must adhere to the following additional requirements;

1. For continued residence after purchase, the owner must continue to meet the requirements of Section 2(A);
2. The owner must complete and submit to BCHA the annual compliance monitoring form;
3. The owner must cooperate with BCHA on regular review of property condition and maintenance issues to ensure compliance with provisions of the Deed Covenant. Deferred maintenance may result in the inability to realize the maximum sale price allowable by the Deed Covenant;
4. The owner shall not offer any portion of the home as a short-term or vacation rental;
5. The owner may not offer any portion of the home as a long-term rental without the prior approval of BCHA, as outlined in Section 4(E)(below).

## E. Long-Term Rental Options for Owners of Community Housing

1. If an owner of a Community Home desires to rent the Home during an absence, the owner must provide a letter to BCHA requesting permission to rent the home at least thirty (30) days prior to leaving.
2. The leave of absence may be for up to one year and may, at the discretion of BCHA, be extended for additional terms, subject to review by BCHA.
3. The Rental Rate charged shall be approved by BCHA and shall be within the published monthly affordability for the Income Category enumerated on the Deed Covenant and in no event may exceed the published Affordability of Income Category 6.
4. The Community Home shall be rented in accordance with the Guidelines during the authorized period so long as other Deed Covenants covering the Home permit the rental. Any prospective Tenant must be qualified by BCHA **prior** to execution of a lease. A lease shall contain the following provisions:
  - (a) Any lease longer than one (1) year in duration must include a reasonable buy out provision for the Tenant;
  - (b) Should the owner decide to re-occupy the home again as the owner's primary residence, then the owner shall give the Tenant a minimum of ninety (90) days' notice prior to the conclusion of any lease or lease extension, including leases on a "month to month" term;
  - (c) No initial lease term may be for fewer than four (4) months;
  - (d) BCHA shall annually re-certify the Tenant as outlined in Section 3(C)&(D).
5. Prior to BCHA's qualification of a Tenant, the Tenant shall acknowledge as part of the lease that he or she has received, read, and understood the homeowners' association covenants, rules, and regulations for the Community Home and shall abide by them and shall maintain the home as required by the Deed Covenant. Enforcement of the covenants, rules, and regulations shall be the responsibility of the owner and the homeowners' association. A copy of the executed lease shall be furnished by the owner or tenant to BCHA.
6. If an Income Category is not enumerated in the Deed Covenant, the rent shall be established at a rate that is no greater than the "Owner's Cost". "Owner's Cost" shall include the monthly mortgage principal and interest payment, plus condominium/homeowner's association fees, plus utilities

remaining in owner's name, plus property taxes and insurance prorated on a monthly basis, plus \$20 per month.

7. Additionally, an owner may request an in-county leave of absence for one (1) year by Special Review of BCHA with all the above conditions applying.

#### F. Purchasing a Workforce Market Community Home

1. Workforce Market Deed Restricted Homes may be sold to any qualified buyer as defined in the applicable deed covenant. The applicable deed covenant will, among other things, describe the following:
  - (a) The owner's right to rent the home, and under what circumstances;
  - (b) Any Administration Fee to be paid by the owner to BCHA;
  - (c) Any restrictions on resale of the Home;
  - (d) Any limits to appreciation that the owner may realize on resale; and
  - (e) Any recapture provision.
2. The purchaser may engage the services of a licensed Real Estate Broker or may represent himself in a transaction. Any fees charged by the Real Estate Broker will be the responsibility of the purchaser.
3. Any person interested in purchasing Workforce Market Community Housing shall first obtain a Letter of Qualification from BCHA.
4. Each purchaser is required to sign an acknowledgment and acceptance of the Workforce Market Deed Covenant.

#### G. Purchase of Community Housing by Local Employers

A Local Employer may desire to purchase Community Housing for use as rental Housing for employees. Local Employers are exempt from the income and net worth requirements for owning Community Housing. Local Employers (who are not the developers of the Community Housing development) participating in this program must use the Community Housing as rental Housing for a minimum of two (2) years and must comply with the Guidelines with respect to renting to their employees and with the terms set forth in the Deed Covenant. Local Employers who wish to be qualified as purchasers of Community Housing must apply to BCHA prior to the date the Notice of Intent to Sell is executed by BCHA. A Local Employer who is not the developer of the Community Housing development desiring to sell its Community Housing within two (2) years after the date of acquisition must offer the Community Housing for sale in accordance with Section 5 of these Guidelines.

1. Qualifying Local Employer must provide to BCHA the following:



- (a) The Local Employer must have offices and employees who work within Blaine County.
  - (b) The Local Employer must provide evidence that it has employees within Income Categories 1 through 5 and who are qualified to rent Community Housing.
  - (c) If an Income Category is enumerated on the Deed Covenant, the Local Employer must provide a listing of the positions and pay scales of the employees must be provided to BCHA. BCHA will review this list and provide a summary of the employees who would qualify to rent the housing.
2. Purchase Price of Community Housing for Local Employers:  
BCHA shall determine within any given development the maximum prices and Income Categories of the Community Homes available for Local Employer purchase. The prices for the Homes will be the same for Local Employers as for the general public.
3. Limitations on the amount of Community Housing a Local Employer may purchase:
- (a) Subject to the exception set forth below, within any one development (including subdivisions, contiguous developments, condominium/townhome developments and scatter site developments by one developer), Local Employers may purchase a cumulative maximum of thirty percent (30%) of the Community Housing for use as employee rental Housing. Local Employers will be allowed to purchase an additional ten percent (10%) of the Community Homes for a total of forty percent (40%) of the Community Housing, provided that the remaining Community Housing has not been sold to Applicants during a period of ninety (90) days or longer. A developer may provide BCHA a written request to sell an additional ten percent (10%) with documentation that there is little or no interest from Applicants in the Applicant Database. BCHA will evaluate the request by Special Review.
4. Local Employer Use of Community Housing  
Local Employers purchasing Community Housing must rent the Homes in accordance with these Guidelines. While it is assumed that Local Employers have purchased the Community Housing for their employees, they may also rent to the general public where permitted and in accordance with these Guidelines.
5. Compliance with the Guidelines:

(a) To ensure that the Local Employer is in compliance with the Guidelines, they or their managing agents must provide evidence as reasonably requested by BCHA.

(b) For any violation of the Guidelines, BCHA will issue a notice to the Local Employer and the jurisdiction wherein the Employee Housing is located. The Local Employer will have 30 days to correct the violation. If the violation goes uncorrected for more than 30 days, BCHA may force an immediate sale of the Home in question or initiate a plan to sell all of the Community Housing owned by the Local Employer and/or impose fines.

6. Purchase of Local Employer Owned Housing by the Employee:

After a minimum period of two years, a Local Employer who desires to sell its Community Housing may first offer the Housing to the employee renting the Home. If the employee does not wish to purchase or does not qualify for the purchase of the Home, the Home shall be offered to the Applicant Pool in accordance with Section 4(A).

#### H. Local Employer Developments

In those instances where a Local Employer develops “for sale” Community Housing for its employees, a special Applicant Pool will be established for the development pursuant to Section 4(C).

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## Section 5. Selling Community Housing

To preserve the long-term affordability of Community Housing, all owners of Community Housing interested in selling are required to honor the applicable Deed Covenant and take certain steps to ensure compliance with it. BCHA will work diligently with Community Homeowners to assist them in matching qualified buyers with their Community Homes. However, BCHA does not guarantee the sale of a Community Home, nor that the Home will sell at any particular price or within any particular time frame.

### A. Deed Covenants

Each purchaser must execute, in a form provided by BCHA and for recording with the Clerk’s Office of Blaine County concurrent with the closing of the sale, a document acknowledging the purchaser’s agreement to be bound by the recorded deed covenant covering the Community Home and these Guidelines.

## B. Fees

### 1. Income-Category Community Homes:

At the closing of the sale, the seller shall pay BCHA an Administration Fee equal to three percent (3%) of the sales price or the amount set forth in the Deed Covenant if it is less than three percent (3%). The requirement to pay this fee is contained in the Deed Covenant and in the interest in the property held by BCHA. BCHA may instruct the title company to pay this fee to BCHA out of the funds held for the seller at the closing.

### 2. Workforce Market Community Homes:

At closing of the sale, the seller shall pay BCHA a fee as set forth in the deed covenant and/or as agreed upon in the Notice of Intent to Sell.

### 3. All Community Homes:

- (a) Unless otherwise instructed by BCHA staff, the seller shall pay a non-refundable prepayment of \$250.00 to BCHA at the time the owner delivers the signed Notice of Intent to Sell to BCHA. This amount will be deducted from the total Administration Fee due to BCHA at closing.
- (b) In the event that the seller fails to perform as specified in the Notice of Intent to Sell, rejects all purchase offers in cash or cash-equivalent terms, or decides to withdraw the Notice of Intent to Sell after advertising has commenced, the prepaid portion of the fee will not be refunded. If the seller withdraws for failure of any bids to be received, the advertising and administrative costs incurred by BCHA shall be deducted from the fee and the balance refunded to the seller.

## C. Procedure

The staff members and board of Commissioners of BCHA are not acting as licensed brokers or real estate agents representing any party to the transaction, but solely as representatives of BCHA and its interests. BCHA will ensure that every purchaser and seller of Community Housing is treated with fairness in accordance with the current Community Housing Guidelines and shall prohibit discrimination of the on the basis of race, color, religion, sex, familial status, national origin, disability, sexual orientation, gender identity, or veteran status on the part of the purchaser, seller, or the agents of any party to any transaction.

## 1. Prior to Selling. Notifying BCHA of Intent to Sell

- (a) A Community Homeowner interested in selling their Community Home shall meet with BCHA staff and review the Deed Covenant to determine the maximum sales price permitted and other applicable provisions concerning a sale. The Deed Covenant and Section 7 of these Guidelines are used to determine the pricing of “for-sale” Community Housing. Owners should contact BCHA early in the process so that BCHA can properly determine the interest level of Applicants.
- (b) The owner is required to execute and deliver to BCHA a “Notice of Intent to Sell” in the form provided by BCHA. The selection of the purchaser and terms of the transaction will be as described in the Community Housing Guidelines in effect on the date BCHA receives the Notice of Intent to Sell.
- (c) The selection of the purchaser and approval of the sale price and terms shall be monitored and must be approved by BCHA.
- (d) If BCHA receives a “Notice of Intent to Sell” from the owner, and the owner later fails to consummate a sale transaction, the owner shall reimburse BCHA in accordance with Section 5(B) (above).
- (e) The owner of the Community Home may, but is not obligated, to list the property for sale with a licensed real estate broker, however, any fees charged by the real estate broker shall be in addition to the Administration Fee due to BCHA pursuant to the Deed Covenant (see Section 5(B) (above)).
- (f) If a real estate broker is used, the broker must, **prior to the execution of the listing agreement for the Community Home**, sign an acknowledgement and agreement with BCHA that the sale will be conducted in accordance with the terms of the Deed Covenant on the Community Home and these Community Housing Guidelines.
- (g) All purchasers and sellers are advised to consult legal counsel regarding terms of sale, examination of title, and any other contracts, agreements, and documents pertaining to the transfer of ownership of the Community Home. The retention of such counsel, licensed real estate brokers, or such related services, shall be at purchasers or seller's own expense. BCHA Administration Fees and other fees are to be paid regardless of any expenses incurred by the seller or purchaser in connection with the sales transaction.

## 2. Selection of Purchaser and Solicitation of Offers

- (a) After BCHA receives the “Notice of Intent to Sell” from the owner (see Section 5(1)(b)) (above), BCHA will create an Applicant Pool for each Community Home to be offered, as outlined in Section 4(A).
- (b) BCHA will notify each of the qualifying Applicants, beginning with the longest tenured Applicant, to determine their interest in the available Home. BCHA will coordinate with the Seller, Applicant, or their agents (if applicable) times for viewing the Community Home.
- (c) Once an Applicant has viewed the Home and is interested in purchasing that home,
  - i. the Applicant shall ensure that all application information is updated and verified to the satisfaction of BCHA.
  - ii. Provided that the selection criteria are met, the Applicant(s) will be given the opportunity to purchase the Home.
  - iii. It is the Applicant's responsibility to ensure that all application information is current on an ongoing basis.
  - iv. Neither BCHA, nor the Seller are obliged to delay the sale of a Community Home for more than five (5) days to allow an Applicant to update his or her application information.
- (d) An Applicant, selected under this procedure, shall have five (5) days from the date of being notified by BCHA to execute a Purchase and Sale Agreement for the Community Home.
  - i. If the Applicant does not execute a Purchase and Sale Agreement within that time period, the Applicant shall forfeit their position and
  - ii. The next person in line in the Applicant Pool will be notified and so on, until the Community Home is under contract for purchase.
- (e) If the Owner and initial Applicant cannot reach an agreement, the next Applicant, on the basis of the next Applicant's tenure within the BCHA database, will have the opportunity to present a Purchase and Sale Agreement to the owner for consideration. All subsequent Applicants will be allowed the opportunity, in like fashion, to purchase the Community Home until the Community Home is sold or all Applicants are rejected.
- (f) If the owner rejects all offers within the Income Category price range, then the owner shall be subject to the provisions of Section 5(B)(above) regarding the fee and reimbursement of costs due to BCHA.

#### D. General Timeline of the Sale Once Initial Applicant Pool is Exhausted.

If the Owner, in good faith compliance with the procedures set forth in the Guidelines, exhausts the initial Applicant Pool of Qualified Buyers provided by BCHA without entering into an agreement for the Sale of the Property, the Owner shall notify BCHA of such occurrence in writing. Upon such written notice BCHA and the Owner may initiate an Expanded Applicant Pool, as outlined in the Timeline given below

##### 1. 0 to 3 Months from Date of Executed Notice of Intent to Sell.

###### (a) One (1) month after executing a Notice of Intent to Sell

- i. BCHA and Owner will meet to review activity to date. Topics of discussion may include, but are not limited to, the appropriateness of the current listed price of the Community Home and ways to increase exposure for the Community Home to Qualified Buyers.
- ii. BCHA will expand marketing efforts beyond the BCHA Database.

###### (b) Two (2) months after executing a Notice of Intent to Sell

- i. BCHA and Owner will meet to review activity to date. BCHA and the Owner will take corrective measures, if necessary, including but not limited to competitive pricing of the Community Home to attract Qualified Buyers.
- ii. BCHA will offer the Community Home to Supplemental Applicant Pool I defined as:
  - (1) Current qualified BCHA Applicants in the Income Category above the subject Community Home's designated category.
  - (2) Other Qualified Applicants identified through increased marketing efforts.
- iii. BCHA will use its licensed real estate agent to list the Community Home on the MLS.

##### 2. 3 to 6 Months from Date of Executed Notice of Intent to Sell.

###### (a) Four (4) months after executing a Notice of Intent to Sell and if the Community Home has been listed on the MLS at a reasonable price for a minimum of sixty (60) days

###### (b) BCHA offers to allow the rental of the Community Home according to the terms of the Deed Covenant or, if not covered in the Deed Covenant, the terms of these Guidelines (See Sections 3 and 7).

3. 6 to 9 Months from Date of Executed Notice of Intent to Sell.

- (a) Six (6) months after executing a Notice of Intent to Sell and if the Community Home has been listed on the MLS at a reasonable price for a minimum of sixty (120) days
- (b) BCHA will offer the Community Home to Supplemental Applicant Pool II defined as:
  - i. All current qualified BCHA Applicants regardless of Income Category.
  - ii. Other Qualified Applicants identified through increased marketing efforts.
- (c) The Deed Covenant remains in place.

4. 9 to 12 Months from Date of Executed Notice of Intent to Sell.

- (a) Nine (9) months after executing a Notice of Intent to Sell and if the Community Home has been listed on the MLS at a reasonable price for a minimum of six (6) months
- (b) BCHA will offer the Community Home to Supplemental Applicant Pool III defined as:
  - i. Any Blaine County resident (regardless of income) who:
    - (1) Works in Blaine County and
    - (2) Will occupy the home as their primary residence
  - ii. Other Qualified Applicants identified through increased marketing efforts.
- (c) The Deed Covenant remains in place but will be converted to a Category L.
- (d) BCHA reviews its option to purchase the Community Home according to the terms of the Deed Covenant.

5. More than 12 Months from the Date of Executed Notice of Intent to Sell.

- After no less than thirteen (13) months from executing a Notice of Intent to Sell and at least 90 days after implementing Section 5(F)(4) (above):
- (a) BCHA exercises its option to purchase the Community Home (Board Approval Required), or
  - (b) BCHA permits an unrestricted sale (Board Approval Required).
    - i. Deed Covenant is terminated,
    - ii. Owner sells unit at market rate through a BCHA approved real estate agent,



- iii. **BCHA receives any amount of the market rate sale price above the maximum price listed in the current Notice of Intent to Sell.** This payment to BCHA is in consideration of the termination of the Deed Covenant. This option shall require a duly executed contract between the Owner and BCHA.

#### E. Additional Information Related to the Sale of Community Housing by a Community Homeowner.

1. BCHA its staff and Board of Commissioners do not act as licensed brokers or real estate agents representing any party to the transaction, but solely as representatives of BCHA and its interests in administering the Deed Covenant Running with the Land.
2. The Owner of a Community Home is responsible for the sale of the Community Home throughout the process.
3. Both the Owner and Purchaser are solely responsible for fees charged by their respective agents during and at the conclusion of the Community Home Sale Process.
4. Other Fees not charged by BCHA and not contemplated by this Section of the Community Housing Guidelines shall not be incorporated into the Initial Purchase Price unless the total of those fees when added to the Purchase Price is less than the Maximum Resale Price listed in the Notice of Intent to Sell.
5. If at any time during the Community Home Sale Process, BCHA determines, at its sole discretion, the Owner is not making a good faith attempt to sell their Community Home BCHA may terminate this process.
6. BCHA does not guarantee that a Community Homeowner will realize the maximum calculated resale price of the Community Home.
7. Any co-ownership interest other than Joint Tenancy or Tenancy-in-Common is subject to approval by BCHA. Co-signers on a mortgage may be approved for ownership of the Community Home but may not occupy the Community Home unless qualified by BCHA pursuant to these Guidelines.
8. Not more than one Community Home may be owned by the same person (Applicant), either as a sole owner or as a Joint Tenant or Tenant-in-Common, nor may another member of an Applicant's Household own another Community Home.
9. If a Notice of Intent to Sell has been given to BCHA and the owner must relocate to another area before the Community Home has been sold, the

home may, upon approval of BCHA, be rented to a qualified individual, in accordance with these Guidelines (See Sections 3 and 7) for a maximum period of two (2) years. Notice of the owner's intent to rent the Community Home should also be provided to any applicable homeowner's association at the time the rental request to BCHA is made. A letter requesting permission from BCHA to rent the Community Home until it is sold must be sent to BCHA before the home can be rented.

10. If an Owner wishes to lease the Community Home during the Community Home Sales Process, all Tenants must be qualified by BCHA and the Community Home must be leased pursuant to the terms set forth in the Deed Covenant on the Community Home or, if there are no such provisions in the Deed Covenant, upon terms approved by BCHA.

(a) Each Tenant is entitled to a minimum six (6) month written lease that includes a move out clause with a sixty (60) day notification to the Tenant that the Community Home has been sold.

A copy of the executed lease shall be furnished by the owner to BCHA.

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## Section 6. Developing Community Housing

Developers are required to contact BCHA and the local planning staff early in the conceptual stages of a development to determine how Community Housing obligations shall be met and/or the amount, size, type, and Income Categories of Community Housing and/or Employee Housing that are recommended for inclusion in the developer’s Community Housing Plan. BCHA is interested in discussing with developers options that may benefit both the developer and the community. The final requirements for inclusion in the Community Housing Plan will be decided by the jurisdiction granting the development permit.

BCHA recognizes that non-profit organizations including Community Land Trusts and Community Housing Development Organizations (CHDO) are able to significantly leverage housing dollars thereby making it possible to construct or acquire more, and in some cases more appropriate, Community Housing, than private developers. As such, the conveyance of land and/or monetary funding by private developers are considered favorable methods of meeting Community

Housing obligations. All methods shall be considered for developments on a case-by-case basis. For more details, see Section 6.8 below.

#### A. Priorities for Community Housing.

The priorities set forth below are intended to serve as a guide to members of the development community, elected and appointed officials, planning and building department staff, and BCHA staff. BCHA remains flexible in its approach to providing Community Housing and Employee Housing, but not at the expense of listed priorities being ignored or not given due consideration.

1. The intent of BCHA is not to build one or two large complexes to accommodate the needs of the area's workforce, but to provide human-scale communities. Community Housing should be constructed with the intent to create, preserve, and maintain a sense of community. For example, where a development contains Community Housing, the Community Housing component should generally be dispersed throughout the market rate homes rather than concentrated in one specific portion of the development. The location of Community Housing should be balanced with the transportation, environmental, recreational, economic, and social needs of the overall community.
2. General priorities for preferred Community Housing types, sizes and location will be based on need as evidenced by ongoing assessments and the Applicant Database characteristics. BCHA remains responsive to market fluctuations, economic factors, and jurisdictional needs.
3. The pricing of Community Housing should reflect not only the need for affordable housing, but also the relative difficulty in producing such housing in Blaine County. In most cases, the respective City Council or the Blaine County Commissioners render the final decision on the Income Categories and prices for Community Housing. BCHA will recommend the average Income Categories for Community Homes in different areas of Blaine County in order to provide assistance to decision-making bodies.
4. The characteristics of the Applicant Database, published in BCHA's quarterly reports, will be used to determine the demand for various types of Community Housing within the community housing market. (Quarterly reports are available on BCHA's website).
5. Land Use Considerations. Developments should be compatible with present land use and zoning codes. Areas of high priority include:
  - (a) Sites adjacent to or near existing incorporated cities or unincorporated villages;
  - (b) Lands within municipal areas of impact;

- (c) Sites that are adjacent to or that are zoned for residential use; and
  - (d) Development proposals with the potential to serve existing and newly developing commercial, service or industrial areas.
6. Transportation/Access. Sites should be developed with present and future public transportation systems in mind and should have relatively easy access to existing arterial and collector routes and systems.
- (a) Priority for Community Housing should be given to sites that provide access to existing and/or proposed future busing, including school busing, Blaine County multi-use path system, and the regional public transportation system.
  - (b) Developments that offer easy vehicular access to Highway 75 via existing connection nodes are encouraged.
7. Developments within incorporated cities will not be required to have direct access to arterials or collectors. Pedestrian access and public transit access to job centers will be of greater emphasis in these areas.

## B. Integration of Community Housing

Where Community Housing is to be provided on site, BCHA prefers Community Housing be fully integrated into the market rate homes. BCHA does not require that developers provide Community Housing in locations which could provide the developer the opportunity to maximize the sales price of market-rate housing, e.g. on top (penthouse) floors or building orientations that provide exceptional views; however, Community Housing should be spread among different floors and various orientations.

Within developments primarily targeting the second-home market, (e.g. time-share or fractional ownership homes), BCHA may recommend grouping Community Housing in order to foster a sense of community among the full time, working residents. Grouping of Community Housing may be allowed in single-family plats, provided that such grouping furthers the objectives of BCHA, preserves the sense of community, or meets other objectives of public benefit.

## C. Community Housing Plan

Developers proposing to develop Community Housing or Employee Housing are required to submit a Community Housing Plan to BCHA for review and approval. It is strongly recommended that the planning staff having jurisdiction direct the developer to meet with BCHA staff to discuss the community housing requirements prior to making a written submittal for approval. BCHA will, upon approval of the Community Housing Plan, forward its recommendation together

with a copy of the Community Housing Plan to the appropriate planning and zoning body for consideration.

1. **Housing to be constructed by developer.** The required elements of a Community Housing Plan where housing is to be constructed on or off site by the developer include the following, with suggested timeline for submittal:

(a) **Submit prior to or concurrent with application to jurisdiction.** These items are necessary for BCHA review and comment, which is required before the application is considered complete by the jurisdiction:

- i. **Requirement Calculations.** Calculations determining the Community Housing Units that indicate each step of the calculation, per jurisdiction's ordinance.
- ii. **Method.** The method by which Community Housing Units (or alternatives) are to be provided.
- iii. **Analysis of Standards.** A written description of how the application meets the standards set forth in BCHA Guidelines.
- iv. **Location:** Identify the location of the proposed development.
- v. **Site Plan:** Identify location (at least approximate location) of Community Housing within the proposed development.
- vi. **Community Housing Type, Range of Sizes, and Parking:** Identify home types (condo, townhouse, single family detached), range of sizes, and whether covered parking will be provided.
- vii. **Income Categories:** Identify the Income Categories of each of the proposed Community Homes by type and size. (Range of pricing will be discussed by BCHA and developer.)
- viii. **Delivery Schedule:** Provide the anticipated delivery schedule of the market rate, Community Housing, and Employee Housing.

(b) **Prior to jurisdiction approval of the development:**

- i. **Floor Plans and Building Elevations:** Provide floor plans and typical building elevations for market rate, Community Housing, and Employee Housing.

- ii. **Construction Standards:** Provide a general description of the proposed home finishes, appliance and carpet grades for the housing. BCHA minimum standards and specifications may be viewed on BCHA's website or by request.
- iii. **HOA Assessments:** Provide information regarding regular and special assessments for Community Housing and identify how these will be capped or otherwise kept affordable.
- iv. **Draft CCR's (or Rules and Regulations for rental properties):** Provide draft CCR's (or Rules and Regulations) that include provisions for maintaining affordability of Community Homes (e.g. Assessments) and that require BCHA approval of any amendments to these documents with respect to Community Housing provisions.

**(c) Prior to issuance of building permit:**

- i. **Pricing:** Provide the proposed sales prices/ rental rates of each Community Home by type, size, and Income Category. (Pricing should not be determined for units that may be delivered more than one year out, due to changes in Area Median Income.)

**2. Conveyance of Land or Fees In Lieu of Development.** The required elements of a Community Housing Plan where conveyance of land or fees in lieu are proposed shall be as determined by BCHA, but shall include at a minimum:

(a) **Requirement Calculations:** Calculations determining the number of required Community Housing Units that indicate each step of the calculation, per jurisdiction's ordinance.

(b) **In-lieu calculations:** Calculations determining the monetary amount of fees and/or land value that indicate each step of the calculation.

(c) **Location:** Identify the location of the land to be conveyed, if applicable.

(d) **Delivery Schedule:** Provide the anticipated delivery schedule of land and/or fees.

**3. Conveyance of Existing Housing In Lieu of Development.** The required elements of a Community Housing Plan where conveyance of existing

housing in lieu of development are proposed shall be as determined by BCHA, but shall include at a minimum:

- (a) **Requirement Calculations:** Calculations determining the number of required Community Housing Units that indicate each step of the calculation, per jurisdiction's ordinance.
- (b) **In-lieu calculations:** Calculations determining the monetary amount of fees and/or land value that indicate each step of the calculation.
- (c) **Location:** Identify the location of the land to be conveyed, if applicable.
- (d) **Determination of Community Housing Type.** Identify whether existing housing will be offered for rent or sale to households in the Community Housing Database or if the property will be purchased by a landlord and offered as Community Housing for Rent.
- (e) **Delivery Schedule:** Provide the anticipated delivery schedule of land and/or fees.

#### D. Community Housing Development Agreement

Once a proposed development has received conceptual approval by the government having jurisdiction, BCHA will provide the government having jurisdiction a Community Housing Development Agreement (a sample of this form may be viewed on BCHA's website or by request) between BCHA and the developer for incorporation into its final approvals of the development. This Agreement shall be executed prior to the issuance of the first building permit for the development, or prior to final plat approval for residential subdivisions of land that do not include construction of dwellings.

#### E. Community Housing Minimum Livable Square Footage

In general, BCHA will not approve a Community Housing Plan that does not meet certain size minimums. Developers may choose to construct larger Community Homes but allowable rental and sales prices for such larger Community Housing may not exceed the maximum rates set by BCHA. **Table 6.1** sets forth the minimum net Livable Square Footage for each Community Home Type and Income Category.



**Table 6.1 Minimum Livable Square Footage for Each Community Home Type**

| Community Home Type    | Square Footage for Income Categories 1-3 | Square Footage for Income Categories 4-9 |
|------------------------|------------------------------------------|------------------------------------------|
| Multifamily Apartments |                                          |                                          |
| Studio                 | 450                                      | 600                                      |
| 1 Bedroom              | 550                                      | 700                                      |
| 2 Bedroom              | 750                                      | 900                                      |
| 3 Bedroom              | 950                                      | 1100                                     |
|                        |                                          |                                          |
| Duplex/Townhome/Condo  |                                          |                                          |
| 1 Bedroom              | 750                                      | 900                                      |
| 2 Bedroom              | 900                                      | 1000                                     |
| 3 Bedroom              | 1050                                     | 1150                                     |
|                        |                                          |                                          |
| Single family          |                                          |                                          |
| 2 Bedroom              | 1050                                     | 1250                                     |
| 3 Bedroom              | 1150                                     | 1350                                     |
| 4 Bedroom              | 1250                                     | 1450                                     |

When required Community Housing is set out in “number of Community Homes,” those homes shall be of a size and type comparable to the market rate units in the subject development, unless smaller configurations reflect the needs of potential purchasers in BCHA Applicant Database. For example, if a developer of a condominium development constructs market rate homes with an average size of 2,000 square feet and is required to provide one Community Home, the developer may suggest that providing one (1) 850 square foot, one-bedroom Community Home and one (1) 1,150 square foot, two-bedroom Community Home instead of one (1) 2,000 square foot Community Home. This proposed housing “mix” may better serve the Community Housing need. The smaller Community Housing configurations may also allow the developer to better utilize the site and/or may provide a better ratio of sale price to construction cost. The decision to allow such trade-offs will be at the discretion of BCHA and subject to final approval by the governing body.

#### F. Income-Category Deed Covenant

1. The goal of BCHA is to ensure the long-term supply of desirable affordable Community Housing choices in all areas of Blaine County in order to maintain an economically diverse, vibrant and sustainable community. In order to ensure long term affordability of Community Housing, BCHA requires that an Income-Category Deed Covenant be recorded in the

official records of Blaine County for every Community Housing property so designated by BCHA.

2. The Income-Category Deed Covenant sets the maximum sales price and/or maximum rental rates for community housing and limits future appreciation of ownership units.
3. The Income-Category Deed Covenant (a sample of this form may be viewed on BCHA's website or by request) shall be recorded prior to the earlier of the issuance of the building permit or the recordation of the final plat for the subdivision in which the Community Housing is located.

#### G. Workforce Market Deed Covenant

1. BCHA encourages Community Housing that is price controlled by Income Category and by limited appreciation, both of which are limited by the Income-Category Deed Covenant in order to ensure affordability over the long term. However, BCHA has developed an alternative deed covenant, the Workforce Market Deed Covenant (a sample of this form may be viewed on BCHA's website or by request), in response to the City of Hailey's approval of developments to be offered to households with limited net worth who live and work in Blaine County. This alternative deed covenant allows Community Housing without limitations on pricing but with a defined "qualified buyer" profile.
2. BCHA will assist those jurisdictions utilizing a Workforce Market Deed Covenant by qualifying buyers in accordance with the definitions set forth in the governing Workforce Market Deed Covenant.
3. Since there is no history for predicting the preservation of long-term affordability under the Workforce Market Deed Covenant, BCHA considers its use a pilot project and will measure the results of its use over the next three to five years before recommending its use on future developments.

#### H. In Lieu Mitigation

1. Payments of fees in lieu of housing construction and/or the conveyance of land may be considered acceptable methods of meeting Community Housing obligations. Each development will be considered on a case-by-case basis and developers are required to contact BCHA early in the planning process to work together to achieve the most desirable and cost-effective outcome for the provision of Community Housing.
2. In some circumstances integrating Community Housing into the development may be inappropriate, impractical, and/or cause hardship to prospective owners or tenants due to several factors including, but not limited to:

- (a) Development location is distant from an urban center and/or an employment center thus creating the need for additional transportation to and from employment and essential services;
  - (b) Life and safety issues;
  - (c) Inappropriate zoning;
  - (d) Association fees and potential assessment fees that are not affordable for the income categories targeted for the development;
  - (e) High density of affordable housing in the area;
  - (f) Development location is within the 100-year floodplain as defined by Federal Emergency Management Agency (FEMA).
3. When Community Housing is a condition of development approval by governmental jurisdiction(s), it is the policy of BCHA that those housing obligations be met by one of or a combination of, the following options, as recommended by BCHA on a case-by-case basis:
- (g) On-site construction, integrated into the development and in accordance with the provisions of this Section 6.
  - (h) Off-site construction, pursuant to Section 6(I) below.
  - (i) Conveyance of land, pursuant to Section 6(J) below.
  - (j) Payment of fees, pursuant to Section 6(K) below.
  - (k) Conveyance of previously owned/occupied housing.

#### I. Off-Site Construction Option

1. The number of Community Homes constructed off site should be calculated at 100% for the Community Homes that would have been provided on site in the development.
2. The land use considerations set forth in Section 6(A) should be applied.
3. There is a preference that the off-site Community Homes be located within the limits of the jurisdiction approving the development.
4. The development of the off-site Community Housing must be delivered concurrently and in same ratio as the delivery of market rate units.

## J. Conveyance of Land Option

The conveyance of land is an alternative method of meeting Community Housing obligations.

1. In order to fully protect the land conveyed as a community asset, the land shall be conveyed to the approving jurisdiction or to BCHA.
2. The land to be conveyed may be part of the development site, or in an alternate location preferably within the same jurisdiction. An alternate site must meet the requirements of the approving jurisdiction and be suitable for the development of Community Housing.
3. The land must be appropriately zoned under applicable local law so as to permit the construction of both the required number and/or type of Community Housing plus sufficient market rate units to create a mixed-income and mixed-type development.
4. The land use consideration set forth in Section 6(A) should be applied.
5. There is a preference that the land conveyed for Community Housing be located within the jurisdiction approving the development.
6. In order to qualify as an acceptable in lieu mitigation, the land must be fully developable with roads, water supply, sewage disposal, and other basic services readily available. A soils report or other necessary reports may also be required, addressing whether the land is suitable for the type of construction contemplated and identifying any special construction techniques which may prove necessary for its development.
7. The land must have a fair market value at least equal to the in lieu fee amount calculated according to the formula contained in the codes and regulations of the applicable jurisdiction. This amount should be established at the time of preliminary plan approval. Fair market value shall be established, at the developer's expense, by a licensed professional real estate appraiser acceptable to the local jurisdiction. Fair market value shall be net of any customary real estate commission for the sale of land.
8. The conveyance of the land shall occur according to the delivery schedule as set forth in the Community Housing Plan, provided however that financial surety is in place prior to issuance of the first building permit for the development, or prior to final plat approval for residential subdivisions of land that do not include construction of dwellings.

## K. In Lieu Fees Option

The payment of fees in lieu of housing construction is an alternative method of meeting Community Housing obligations.

1. Pursuant to applicable land use and zoning codes and ordinances, a developer and may satisfy the Community Housing requirement by payment of an in lieu fee. Acceptance of the in lieu fee shall be at the sole discretion of the respective governing body and in consultation with BCHA. Any such fees shall be paid according to a schedule as set forth in the Community Housing Plan, provided however that financial surety is in place prior to issuance of the first building permit for the development, or prior to final plat approval for residential subdivisions of land that do not include construction of dwellings.
2. All in lieu payments shall be made by the participating developer to the approving jurisdiction to be held in a fund dedicated to the development and administration of Community Housing or shall be paid into the local housing trust fund administered by BCHA.
3. The method for calculating the in-lieu fee shall be determined by the jurisdiction in consultation with BCHA.

#### L. Conveyance of Previously Owned/Occupied Housing Option

Because of the potential for increased maintenance risks and costs associated with previously owned or occupied dwelling units, the potential inability to amend CCRs already in place, BCHA recommends that jurisdictions exercise due diligence when such units are proposed to satisfy Community Housing obligations. Each proposed conveyance of Previously Owned/Occupied Housing will be analyzed and considered on a case by case basis.

1. The land use considerations set forth in Section 6(A) should be applied where applicable.
2. All previously owned/occupied housing proposed as Community Homes should be located within Blaine County.
3. There is a preference that the previously owned/occupied housing proposed as Community Homes be located within the limits of the jurisdiction approving the development.
4. The delivery of the previously owned/occupied housing proposed as Community Housing should be delivered concurrently and in same ratio as the delivery of market rate units, or in a schedule as set forth in the Community Housing Plan.
5. A home inspection must be conducted by a certified home inspector, selected by BCHA, at the sole cost of the developer. All recommended repairs and/or upgrades should be completed at the sole cost of the developer to ensure that the home is in good and safe condition. The home should meet the minimum construction standard set forth in BCHA's

Minimum Construction Standards (available on BCHA's website or by request) to the extent feasible.

6. The developer shall ensure that HOA regular dues and special assessments shall be capped to ensure the affordability of the home. If existing CCR's require amendment for such provisions, the jurisdiction shall require such amendments to be completed prior to approval. The cost of amending CCR's shall be paid for by the developer.
7. The developer should establish and provide initial funding for a capital reserve fund, as appropriate, to ensure that money will be available for future capital expenses related to the home.

#### M. Development of Employee Housing

1. In those instances where Employee Housing is required by the local jurisdiction, BCHA has developed criteria for housing types, design, and Income Categories. It is envisioned that Employee Housing will be provided by an employer on a rental basis. To ensure continued affordability of the Employee Housing, permanent covenants running with the land that will restrict rents to prescribed Income Categories should be recorded prior to the issuance of the certificate of occupancy. The covenants will allow for periodic Income Category adjustments based upon a clear showing that an adjustment is justified based upon the current employee profile. Such covenants should be reviewed and approved by BCHA.
2. In order to promote healthy living conditions for employees and cultivate long term employment, there is a strong preference for Employee Housing containing 1 bedroom and 1 bath or 2 bedrooms and 2 baths with rent levels based upon Income Categories 2-3, unless and to the extent that the employer can show that more highly compensated employees will occupy the Housing.
3. Employee Housing Minimum Livable Square Footage. In general, no Employee Housing should be accepted for development which does not meet certain size minimums. Table 6.3 sets forth the allowable minimum Livable Square Footage recommended for each Employee Home type and Income Category.

**Table 6.3 Minimum Livable Square Footage for Employee Housing**

| <b>Employee Home Type</b> | <b>Square Footage for Income Categories 1-3</b> | <b>Square Footage for Income Categories 4-6</b> |
|---------------------------|-------------------------------------------------|-------------------------------------------------|
| Multifamily Apartments:   |                                                 |                                                 |
| Studio                    | 400                                             | 600                                             |
| 1 Bedroom                 | 550                                             | 700                                             |

|           |     |      |
|-----------|-----|------|
| 2 Bedroom | 750 | 900  |
| 3 Bedroom | 950 | 1100 |

#### N. Design Criteria for Employee Housing

All Employee Housing designed to accommodate roommates should provide separate closets for each occupant. BCHA recommends that studios should be limited to one occupant. Each bedroom should be sized to accommodate sleeping arrangements for two unrelated adults and should contain, at least, one window, a door and closet(s). Each Employee Home should contain adequate storage space for bicycles, skis, camping gear, etc. Dishwashers, garbage disposals, self-cleaning ovens, frost-free refrigerators, sound insulation, efficient heating system, and internet service are highly recommended. Individual utility metering is encouraged to discourage excessive usage and waste. Whenever possible, individual outside entries should be provided without the use of a common hallway. Adequate onsite parking should be based upon the employee profile provided by the operator.

#### O. Location of Employee Housing

The development of Employee Housing is preferred near the employment site and, where site conditions permit, on the employment site.

#### P. Employee Qualification

When the approving jurisdiction appoints BCHA to manage or monitor the Employee Housing, employees selected or designated to occupy Employee Housing shall meet the income qualifications of BCHA. Monthly Gross Rental Rates shall not exceed either the current published maximum gross rental rates for each Income Category published by BCHA or greater than 30% of an employee's income. BCHA shall periodically monitor employee qualifications and rent levels to ensure compliance with these Guidelines.

#### Q. Administration Fees

BCHA may charge the operator of the employment center and the Employee Housing a reasonable fee annually for monitoring compliance with the Employee Housing program.

#### R. Building Code Compliance and Inspections

1. All new Community Housing subject to a deed covenant must be in a marketable condition and comply with the applicable building code and with all rules, regulations, and codes of all governmental utilities and agencies having jurisdiction.
2. The determination of whether a Community Home is in "marketable" condition shall be at the sole discretion of BCHA

3. Prior to sale, all Community Housing must be inspected and approved by a certified building inspector, architect, engineer, or other professional approved by BCHA for compliance with the Development Agreement and the Community Housing Plan.
4. Cost of such inspections shall be the responsibility of the developer, and the results of such inspection must be approved by BCHA.
5. Developers must correct punch list items promptly and cooperate fully with BCHA and the Buyer in resolving construction deficiencies and warranty items.



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### Section 7. Income Categories and Pricing

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## Section 7. Income Categories and Pricing

Income Categories are used by BCHA to determine the appropriateness of Community Housing development proposals in each location and also to determine which Applicants shall be considered for particular Community Homes. These Income Categories are based on percentages of the Area Median Income (AMI) that are assigned to Blaine County by HUD on an annual basis. A Household may purchase or rent a Community Home in a higher Income Category, but not in a lower Income Category. The Household Net Worth shall not exceed the published allowable net worth specified for the particular Income Category. Current income limits and allowable net worth are available on BCHA's website or by request.

**Table 7.1 Household Income Categories by Area Median Income (AMI).**

| Income Category | Percentage of Area Median Income                                  |
|-----------------|-------------------------------------------------------------------|
| 1               | Less than 50%                                                     |
| 2               | 50% to 60%                                                        |
| 3               | 60% to 80%                                                        |
| 4               | 80% to 100%                                                       |
| 5               | 100% to 120%                                                      |
| 6               | 120% to 140%                                                      |
| 7*              | 140% to 160%                                                      |
| 8*              | 160% to 180%                                                      |
| 9*              | 180% to 200%                                                      |
| L               | No Income Limit but must be a full-time resident of Blaine County |

\*For Income Categories greater than 6, BCHA will recommend that proposed housing be classified as "Category L" which is housing that will be offered to the full-time residents and employees of Blaine County. Category L housing should be offered in tandem with housing Categorized at Income Category 5 or below.

## A. Calculation of Sales Prices for Newly Constructed/Available Community Housing

1. Maximum sales prices are calculated based upon the federal affordability calculation allowing thirty percent (30%) of Household Income to be allocated to monthly housing cost. The sales price for newly constructed/available Community Housing varies according to the Area Median Income in any given year and according to the calculation of the "maximum monthly housing cost." "Maximum monthly housing cost" includes the following monthly payments:
  - (a) Principal, interest, and mortgage insurance payment (if any) on first mortgage
  - (b) Escrow payment of property taxes and property insurance
  - (c) Land lease payments, if any
  - (d) Homeowners/condominium association fees, if any
  - (e) Utility costs

## B. Calculation of Maximum Sales Price

1. The maximum sales price is based on the minimum income of an Income Category in order to ensure that the price of a Community Home is affordable to every purchaser within that Income Category.
2. BCHA has developed the "Community Housing Price Calculator" for ease in determining maximum sale price. This spreadsheet performs the above calculations when the applicable interest rate and HOA dues assumptions are input. Please contact BCHA office or find the Community House Pricing Calculator on BCHA's website. ([www.bcoha.org](http://www.bcoha.org))
3. To calculate the maximum sales price, follow the steps below:
  - (a) Determine the maximum monthly housing cost by Income Category and Home Size.
  - (b) Deduct 15% of the maximum monthly housing cost for real estate taxes, insurance, and utilities.
  - (c) Deduct any homeowners' fees or other required payments such as a land lease payment from the amount arrived at in Section 7(B)(3)(b), above.
  - (d) Obtain the interest rate from BCHA. The goal of BCHA's Community Housing Programs are permanent affordability. Therefore, current interest rates do not necessarily apply in setting the initial price for Community Housing. The indexed resale calculation in the Deed Covenants (the affordability mechanism) is based on the initial purchase price. Setting too low of an interest rate for the initial

purchase price will require additional subsidy to keep these homes affordable when interest rates rise.

- (e) Utilizing the payment arrived at in Section 7(B)(3)(c) and the interest rate assumption from Section 7(B)(3)(d), calculate a total maximum allowable sale price for the Home.

### C. Maximum Monthly Gross Rental Rates for Community Housing

1. The maximum monthly gross rental rates for newly constructed/available Community Housing are published by BCHA on a schedule in conjunction with the release of Income Limit data provided by HUD.
2. The latest maximum monthly gross rental rates can be found on BCHA's website. These monthly Gross Rental Rates shall be in effect for the term of the initial lease (six (6) month minimum). Thereafter, the maximum monthly gross rental rate can be adjusted in accordance with the published maximum monthly gross rental rates at the time of renewal.
  - (a) Due to the fact that published AMI numbers may decrease over a calendar year, BCHA recommends setting monthly rent at a number as close as possible to the middle of a given Income Category, to ensure ongoing stability for the tenant and predictability of income for the landlord
  - (b) In the event of a published AMI **decrease** by HUD, and if the monthly rent is set at the maximum allowable number within a given Income Category, the rent would be required to be **lowered** to the new corresponding published AMI
3. The maximum monthly gross rental rates are based on an amount equal to thirty percent (30%) of the Household Income per month. This gross rental rate figure includes utilities.
4. Please contact BCHA for a Utility Allowance Analysis based on each unit's size, appliances and heat source to get a net rental rate figure. **The maximum Net Monthly Rent will be less than the published Monthly Gross Rental Rates.**

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## Section 8. Procedures for Special Review and Grievances

The Blaine County Housing Authority is committed to creating and maintaining a user-friendly process that provides the long-term supply of desirable and affordable Community Home choices in all areas of Blaine County for those who work and subsequently retire here. However, situations may arise where either a Grievance needs to be addressed or a Special Review is appropriate to provide resolution to a situation. BCHA will respond to Applicants, Tenants, Sellers or Owners of Community Homes who are experiencing difficulty through one of the two processes described below:

### A. Petition for a Special Review

1. Any Applicant/Tenant/Owner petitioning for a Special Review may file a petition in writing with BCHA stating 1) the ground(s) for the Special Review request, 2) the action requested, and 3) the name, address, and telephone number of the petitioner, and similar information about his/her representative, if any.
2. Upon receipt of the petition BCHA Board of Commissioners may delegate the Special Review to staff or BCHA will convene a Special Review Committee to review the petition and additional evidence, if any, presented by the petitioner at the next regularly scheduled meeting of BCHA. The Special Review Committee, shall be appointed and report back to BCHA Board pursuant to Article IV, Section 11 of BCHA by-laws.
3. BCHA will provide petitioner a written decision and include therein the reasons for its determination. BCHA will make every attempt to render a decision within thirty (30) days after the filing of the petition; however, the matter may be continued at the discretion of BCHA.
4. BCHA will make its determination on the basis of these Community Housing Guidelines, BCHA Policies, and relevant BCHA-drafted Deed Covenants attached to the land.

## B. Grievance Procedure

1. Any Grievance must be presented in writing to BCHA. It may be simply stated, but must specify:
  - (a) the particular ground(s) upon which it is based;
  - (b) the action requested; and
  - (c) the name, address, telephone number of the complainant and similar information about his/her representative, if any.
2. Upon presentation of a written Grievance, a hearing before BCHA shall be scheduled. The complainant shall be afforded a fair hearing providing the basic safeguard of due process, including notice and an opportunity to be heard in a timely, reasonable manner.
3. The complainant and BCHA shall have the opportunity to examine and, before the hearing at the expense of the complainant, to copy all documents, records, and regulations of BCHA that are relevant to the hearing.
4. Any document not made available by BCHA or the complainant, as applicable, after written request may not be relied upon at the hearing.
5. The complainant has the right to be represented by counsel. The matter may be continued at the discretion of BCHA.

## C. Grievance Hearing

The Grievance Hearing shall be conducted by BCHA as follows:

1. Oral or documentary evidence may be received without strict compliance with the rules of evidence applicable to judicial proceedings.
2. The right to cross-examine shall be at the discretion of BCHA and may be regulated by BCHA as it deems necessary for a fair hearing.
3. Based on the records of proceedings, BCHA will provide a written decision and include therein the reasons for its determination.
4. The decision of BCHA will be binding and BCHA shall take all actions necessary to carry out the decision.
5. Every attempt shall be made to settle a Grievance with BCHA within six months after the date the Grievance is filed.

6. The decision of BCHA may be appealed to the Blaine County Commissioners in writing within ninety (90) days after the date the decision is rendered.
7. If the complainant fails to appear at the scheduled hearing, BCHA may make a determination to postpone the hearing, dismiss the complaint, or make a determination based upon the written documentation and the evidence submitted.
8. BCHA will make its determination on the basis of these Community Housing Guidelines, BCHA Policies, and relevant BCHA-drafted Deed Covenants attached to the land.
9. BCHA shall have the authority to enforce its determinations, as provided by law and put forth in these Community Housing Guidelines, BCHA Policies and BCHA-drafted Deed Covenants attached to the land.



## City of Ketchum

February 6, 2023

Mayor Bradshaw and City Councilors:

### **Recommendation To Approve Agreement for Services with Locality Media**

#### Recommendation and Summary

Staff is recommending the council Adopt the following Resolution:

**"I move to approve the Agreement for Services with Locality Media and authorize the Mayor to sign said agreement and Purchase Order 23055."**

The reasons for the recommendation are as follows:

- This software package provides the tracking software for inspections and permits for fire inspections, including short term rentals. It also provides software for pre-incident response plans. Software will replace Emergency Responder, which is being discontinued.

#### Introduction and History

The Ketchum Fire department has been using Emergency Responder software, which is being discontinued. In addition, the department started inspecting short term rentals recently. This software will speed those inspection reports.

#### Analysis

After reviewing several software packages, Locality Media is providing the best replacement package. It has software for permitting and inspections for short term rentals, which was not provided in the previous software.

#### Sustainability Impact

No impact.

#### Financial Impact

There is a setup fee of \$1,250 and an annual fee of \$10,500. This is more than the current software package. The remainder should be charged to the short term rental program for inspections.

#### Attachments

Agreement for Services

Purchase Order 23055



## **AGREEMENT FOR SERVICES**

This Agreement for Services (this "Agreement") dated as of **January 16, 2023** (the "Effective Date") is made by and between Locality Media, Inc dba First Due a Delaware corporation, having offices at 107 7th St, Garden City, NY, 11530 ("Locality Media") and the City of Ketchum **Fire Department** located at **107 Saddle Rd, PO Box 966, Ketchum, ID 83340** (the "Customer").

1. Locality Media maintains a website through which Customer members may access Locality Media's **First Due Size-Up™** Community Connect™, Mobile Responder™ and/or other software-as-a-service platforms and solutions identified in Exhibit A (collectively, the "Service") in connection with the performance of their Customer duties. Locality Media agrees to grant the Customer access to the Service pursuant to the terms and conditions set forth below and in Exhibit A, and the Customer agrees to use the Service only in strict conformity with and subject to such terms and conditions.
2. Locality Media may provide the Customer with one or more user ID's, initial passwords, digital certificates and/or other devices (collectively, "Credentials") and/or application programming interfaces ("APIs") to access the Service. The Customer shall access the Service only by using such Credentials and APIs. The Customer authorizes Locality Media to act on any instructions Locality Media receives from users of the Service who present valid Credentials and such individuals shall be deemed authorized to act on behalf of the Customer, including, without limitation, to change such Credentials. It is the Customer's sole responsibility to keep all Credentials and other means of access within the Customer's direct or indirect possession or control both confidential and secure from unauthorized use. The Customer understands the utility of the First Due Size Up Service depends on the availability of data and information relating to Locations and structures in the Customer's jurisdiction, including but not limited to building system and structural information, building inspection codes and incident report data (collectively, "Location Data"). Locality Media also may process and furnish through the Service, in addition to Location Data, other data regarding residents and roadways within the Customer's jurisdiction ("Community Data"). Location Data and Community Data are referred to collectively herein as "Data". Locality Media may acquire Data from third party public and/or private sources in Locality Media's discretion. In addition, the Customer will upload to the Service or otherwise provide to Locality Media in such form and using such methods as Locality Media reasonably may require from time to time, any and all Data from the Customer's records and systems which the parties mutually designate for inclusion in the Service database. The Customer agrees not to filter or alter such records except to conform such Data to the formats reasonably required by Locality Media. Subject to any third-party license restrictions identified expressly in writing by the Customer, the Customer grants to Locality Media a perpetual, non-exclusive, worldwide, royalty-free right and license to process, use and disclose the Data furnished to Locality Media by the Customer in connection with the development, operation, and performance of Locality Media's business, including but not limited to the Service.
3. As between the parties, the Customer and its employees, contractors, members, users, agents, and representatives (collectively, "Customer Users") are solely responsible for determining whether and how to use Data accessed through the Service. The Customer acknowledges that Locality Media, through the Service, provides an interface for viewing Data compiled from the Customer and other sources over which Locality Media has no control and for which Locality Media assumes no responsibility. Locality Media makes no representations or warranties regarding any Location or structure (including but not limited to a Location's safety, construction, occupancy, materials, hazards, water supply, contents, location, surrounding structures, exposures, size, layout, compliance, condition or history) , residents, roadways, or any actual or expected outcome from use of the Data, nor does Locality Media make any representation or warranty regarding the accuracy or reliability of the Data received by Locality Media. Locality Media provides administrative and information technology services only and does not advise, recommend, or render an opinion with respect to any information communicated through the Service and shall not be responsible for the Customer's or any third party's use of any information obtained through the Service.



4. The Customer shall obtain and maintain, at its own expense, computers, operating systems, Internet browsers, tablets, phones, telecommunications equipment, third-party application services and other equipment and software ("Equipment") required for the Customer to access and use the Service (the Service being accessible to users through standard Internet browsers subject to third party network availability and signal strength). Locality Media shall not be responsible for any problem, error or malfunction relating to the Service resulting from Customer error, data entry errors or malfeasance by the Customer or any third party, or the performance or failure of Equipment or any telecommunications service, cellular or wifi network, Internet connection, Internet service provider, or any other third-party communications provider, or any other failure or problem not attributable to Locality Media ("Technical Problems").
5. This Agreement will be effective for an initial term of **12 months** (the "Initial Term") commencing on the Effective Date. After the Initial Term, this Agreement will automatically renew for successive terms of **12 months** each (a "Renewal Term"), subject to the right of either party to cancel renewal at any time upon at least 60 days' written notice. Locality Media reserves the right to increase Customer's renewal Service fees by no more than **5%** per annum, applied to the Service fees set forth in the previous term. A renewal estimate will be provided to the Customer no less than 90 days before term expiration. Either party also may terminate this Agreement immediately upon written notice if the other party: (i) becomes insolvent; (ii) becomes the subject of a petition in bankruptcy which is not withdrawn or dismissed within 60 days thereafter; (iii) makes an assignment for the benefit of creditors; or (iv) materially breaches its obligations under this Agreement and fails to cure such breach within 30 days after the non-breaching party provides written notice thereof.
6. Upon termination, the Customer shall cease use of the Service and all Credentials then in the Customer's possession or control. This Section 6 and Sections 8 through 11 and 15 through 25 hereof shall survive any termination or expiration of this Agreement.
7. The Customer agrees to pay the fees set forth in Exhibit A for use of those Service features described in Exhibit A (as available as of the Effective Date). Locality Media may charge separately for services offered from time to time that are not included in the scope of Exhibit A (such as new Service features, systems integration services and applications of the Service for new purposes), subject to the Customer's acceptance of the terms of use and fees associated with such services. The Customer shall be responsible for the payment of all taxes associated with provision and use of the Service (other than taxes on Locality Media's income). The Customer represents it has not received and agrees that it shall not collect any fee, payment, or remuneration of any kind from any Data provider, other municipal agency or other third party in connection with the Customer's purchase or use of the Service under this Agreement.
8. Locality Media owns and shall retain all right, title, and interest in and to the Service, all components thereof, including without limitation all related applications, APIs, user interface designs, software and source code (which shall further include without limitation any and all source code furnished by Locality Media to the Customer in connection with the delivery or performance of any services hereunder) and any and all future enhancements or modifications thereto howsoever made and all intellectual property rights therein but not Data furnished by the Customer. Except as expressly provided in this Agreement or as otherwise authorized in advance in writing by Locality Media, the Customer and Customer Users shall not copy, distribute, license, reproduce, decompile, disassemble, reverse engineer, publish, modify, or create derivative works from, the Service; provided, however, that nothing herein shall restrict the Customer's use of the Data that the Customer has provided.
9. "Confidential Information" means any and all information disclosed by either party to the other which is marked "confidential" or "proprietary," including oral information that is designated confidential at the time of disclosure. Without limiting the foregoing, all information relating to the Service and associated software and the terms of this Agreement shall be deemed Locality Media's Confidential Information. Notwithstanding the foregoing, "Confidential Information" does not include any information that the receiving party can demonstrate (i) was known to it prior to its disclosure hereunder; (ii) is or becomes publicly known through no wrongful act of the receiving party; (iii) has been rightfully received from a third party authorized to make such disclosure without restriction; (iv) is independently developed by the receiving party, without the use of any Confidential Information of the other party; (v) has been approved for release by the disclosing party's prior written authorization; or (vi) is required to be

disclosed by court order or applicable law, provided that the party required to disclose the information provides prompt advance notice thereof to the other party (except to the extent such notice is prohibited by law).

10. Each party hereby agrees that it shall not use any Confidential Information belonging to the other party other than as expressly permitted under the terms of this Agreement or as expressly authorized in writing by the other party. Each party shall use the same degree of care to protect the other party's Confidential Information as it uses to protect its own confidential information of like nature, but in no circumstances with less than reasonable care. Neither party shall disclose the other party's Confidential Information to any person or entity other than its employees, agents or consultants who need access thereto in order to effect the intent of this Agreement and in each case who have been advised of the confidentiality provisions of this Agreement, have been instructed to abide by such confidentiality provisions, entered into written confidentiality agreements consistent with Sections 9-11 or otherwise are bound under substantially similar confidentiality restrictions.
11. Each party acknowledges and agrees that it has been advised that the use or disclosure of the other's Confidential Information inconsistent with this Agreement may cause special, unique, unusual, extraordinary, and irreparable harm to the other party, the extent of which may be difficult to ascertain. Accordingly, each party agrees that, in addition to any other remedies to which the nonbreaching party may be legally entitled, the nonbreaching party shall have the right to seek to obtain immediate injunctive relief, without the necessity of posting a bond, in the event of a breach of Section 9 or 10 by the other party, any of its employees, agents or consultants.
12. LOCALITY MEDIA REPRESENTS AND WARRANTS THAT IT SHALL USE COMMERCIALY REASONABLE EFFORTS TO PROVIDE THE SERVICE WITHOUT INTRODUCING ERRORS OR OTHERWISE CORRUPTING DATA AS SUBMITTED BY THE CUSTOMER. OTHER THAN THE FOREGOING, THE SERVICE, INCLUDING ALL DATA, IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT WARRANTY OF ANY KIND. WITHOUT LIMITING THE FOREGOING, LOCALITY MEDIA MAKES NO WARRANTY THAT THE SERVICE WILL BE UNINTERRUPTED, ERROR FREE OR AVAILABLE AT ALL TIMES, NOR DOES LOCALITY MEDIA WARRANT THAT THE SERVICE WILL REMAIN COMPATIBLE WITH, OR OPERATE WITHOUT INTERRUPTION ON, ANY EQUIPMENT OF THE CUSTOMER OR CUSTOMER USERS.
13. EXCEPT AS SET FORTH ABOVE IN SECTION 12, LOCALITY MEDIA MAKES AND THE CUSTOMER RECEIVES NO WARRANTIES, WHETHER EXPRESS, IMPLIED, OR STATUTORY REGARDING OR RELATING TO THE SUBJECT MATTER HEREOF. LOCALITY MEDIA SPECIFICALLY DISCLAIMS, TO THE FULLEST EXTENT PERMITTED BY LAW, ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT WITH RESPECT TO THE SUBJECT MATTER HEREOF, INCLUDING WITHOUT LIMITATION THE SERVICE.
14. The Customer represents and warrants that the Customer is authorized and has all rights necessary to enter into this Agreement, to provide the Data furnished by the Customer to Locality Media, and to use the Service and Data, and Customer will only use the Service and Data, as permitted under this Agreement and in accordance with the laws, regulations, and any third-party agreements applicable to the Customer and Customer Users. Without limiting the generality of the foregoing, Customer shall not cause or permit any Data to be uploaded to the Service or used in connection with the Service in any manner that would violate any third-party intellectual property rights or license between Customer and any third party. Customer agrees not to use or permit the use of the Service and Data in connection with any public or private enterprise other than operation and performance of the Customer's functions and services. In addition, the Customer and the Customer Users shall not copy, distribute, license, reproduce, publish, modify, or otherwise use any Personally Identifiable Information (PII) contained within the Data accessed through the Service for any purpose other than to lawfully carry out the services and duties of the Customer. The Customer shall remain responsible for the performance, acts and omissions of each Customer User as if such activities had been performed by the Customer.
15. Locality Media will indemnify, defend and hold harmless the Customer from and against any and all damages, liabilities, losses, costs and expenses (including, but not limited to, reasonable attorneys' fees) (collectively, "Losses") resulting from any third-party claim, suit, action, investigation or proceeding (each, an "Action") brought against the Customer based on the infringement by Locality Media of any third-party issued patent, copyright or registered trademark, except to the extent such Action is based on Data furnished from the Customer, the Customer's breach of any third party agreement, or any combination or integration of the Service with any Customer- or third-party property, method or system.

16. The Customer will indemnify, defend and hold Locality Media harmless from and against any and all Losses arising from or relating to: (i) any breach by the Customer of Section 8; or (ii) any Action by a Customer User or third party arising from or relating to the use of the Service or Data accessed through the Service, except to the extent such Losses are subject to Section 15 above or result from the gross negligence or willful misconduct of Locality Media.
17. Such indemnification under Sections 15 and 16 will be provided only on the conditions that: (a) the indemnifying party is given written notice reasonably promptly after the indemnified party receives notice of such Action; (b) the indemnifying party has sole control of the defense and all related settlement negotiations, provided any settlement that would impose any monetary or injunctive obligation upon the indemnified party shall be subject to such party's prior written approval; and (c) the indemnified party provides assistance, information and authority as reasonably required by the indemnifying party.
18. EXCEPT FOR ITS INDEMNIFICATION OBLIGATIONS IN SECTION 15, AND EXCEPT FOR CLAIMS OF GROSS NEGLIGENCE, WILLFUL MISCONDUCT OR FRAUD, LOCALITY MEDIA SHALL NOT BE LIABLE TO THE CUSTOMER OR CUSTOMER USERS FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL OR EXEMPLARY DAMAGES ARISING FROM OR RELATING TO THIS AGREEMENT OR THE SERVICES OR DATA, EVEN IF THE CUSTOMER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. EXCEPT FOR ITS INDEMNIFICATION OBLIGATIONS IN SECTION 15, AND EXCEPT FOR CLAIMS OF GROSS NEGLIGENCE, WILLFUL MISCONDUCT OR FRAUD, LOCALITY MEDIA SHALL NOT BE LIABLE TO THE CUSTOMER OR CUSTOMER USERS FOR ANY DAMAGES IN CONNECTION WITH THIS AGREEMENT IN EXCESS OF THE GREATER OF (A) THE AMOUNT OF FEES PAID OR PAYABLE BY THE CUSTOMER TO LOCALITY MEDIA WITHIN THE 12 MONTH PERIOD IMMEDIATELY PRIOR TO THE EVENT GIVING RISE TO SUCH LIABILITY, OR (B) \$5,000.
19. All notices, requests, demands, or consents under this Agreement must be in writing, and be delivered personally, by email or facsimile followed by written confirmation, or by internationally recognized courier service to the addresses of the parties set forth in this Agreement.
20. Except as otherwise provided below, neither party may assign this Agreement or any rights or obligations hereunder without the prior written consent of the other party. Locality Media may assign this Agreement or any rights or obligations hereunder to any Locality Media affiliate or in connection with the merger or acquisition of Locality Media or the sale of all or substantially all of its assets related to this Agreement, without such consent. This Agreement shall be binding upon and inure to the benefit of the parties, their respective successors and permitted assigns.
21. This Agreement shall be governed by and construed in accordance with the laws of the State of Idaho.
22. Any modification, amendment or waiver to this Agreement shall not be effective unless in writing and signed by the party to be charged. No failure or delay by either party in exercising any right, power, or remedy hereunder shall operate as a waiver of such right, power, or remedy.
23. The parties are independent contractors with respect to each other, and neither shall be deemed an employee, agent, partner, or legal representative of the other for any purpose or shall have any authority to create any obligation on behalf of the other. Neither party intends to grant any third-party beneficiary rights as a result of this Agreement.
24. Any delay in or failure of performance by either party under this Agreement will not be considered a breach and will be excused to the extent caused by any event beyond the reasonable control of such party including, but not limited to, acts of God, acts of civil or military authorities, strikes or other labor disputes, fires, interruptions in telecommunications or Internet or network provider services, power outages, and governmental restrictions.
25. This Agreement supersedes all prior agreements, understandings, representations, warranties, requests for proposal and negotiations, if any. Each provision of this Agreement is severable from each other provision for the purpose of determining the enforceability of any specific provision.

26. Agreement Billing Information

a. **Accounts Payable Contact**

Name: Shellie Gallagher

Email: sgallagher@ketchumidaho.org

Phone: 208-806-7065

b. **Tax Exempt** yes (Yes/No)

If Yes, please email a copy of the Exempt Certificate to [accounting@firstdue.com](mailto:accounting@firstdue.com).

c. **Purchase Order Required** yes (Yes/No)

If Yes, return a copy of the Purchase Order with the signed agreement or email a copy to [accounting@firstdue.com](mailto:accounting@firstdue.com).

**LOCALITY MEDIA, INC.**

**City of Ketchum Fire Department**

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

Name: Andreas Huber

Title: CEO

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

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

Name: Bill McLaughlin

Title: Fire Chief

Date: 1-5-23



Locality Media, Inc. dba First Due  
 107 Seventh St  
 Garden City, NY 11530, United States  
 Phone: +1 (516) 874-2258  
 Website: <https://www.firstdue.com/>

**Exhibit A - Quote**  
 Prepared By: Justin Kelly  
 Valid Until: February 28, 2023  
 Quote Number: 1545132000046065044

**BILL TO:**

Bill McLaughlin  
 City of Ketchum Fire Department  
 PO Box 966  
 Ketchum, ID 83340

**Account:** City of Ketchum Fire Department  
**Subscription Start:** January 16, 2023  
**Initial Term:** 12 months  
**Annual Subscription:** \$10,050.00

| Product Details                                                                                                                                                                                                                                                                                               | Total |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------|
| <b>Occupancy Management &amp; Pre-Incident Planning</b><br>Manage Occupancies, Pre-Incident Mapping, GIS data, Fire Systems, Hazardous Material, and Contacts.                                                                                                                                                |       |
| <b>Responder</b><br>Web Responder dashboard and Responder iOS/Android App with notifications, statusing and routing.                                                                                                                                                                                          |       |
| <b>Hydrant Management – Advanced</b><br>Manage Hydrants including hydrants visible on pre-plan & response map, hydrant list, hydrant types, hydrant uploads, ArcGIS hydrant layers, hydrant setup, hydrant service checklist, data management, mapping, service inspections, hydrant flow test and reporting. |       |
| <b>Inspections</b><br>Field Inspections, Configurable Checklists, Violation Management, Virtual Inspections, Inspections Scheduler, and Integrated Pre-Incident Planning.                                                                                                                                     |       |
| <b>Permitting</b><br>Permit Management, Customizable Permit Types, Plan Review and Permit Fees.                                                                                                                                                                                                               |       |
| <b>Scheduling</b><br>Manage staff schedules with an interactive shift board, configurable call shifts module, messaging, time-off and shift trades.                                                                                                                                                           |       |
| <b>Training Records</b><br>Assign Training, Record Completions, View Training Logs, and Manage Certifications.                                                                                                                                                                                                |       |
| <b>Assets &amp; Inventory</b><br>Assets, vehicles, equipment and inventory management, assets and equipment checks, and work order management.                                                                                                                                                                |       |
| <b>CAD Integration via Email</b><br>Automated importing of CAD calls via Email.                                                                                                                                                                                                                               |       |
| <b>Online Standard Training Package</b><br>Includes a one-hour planning session and up to 12 hours of webinar train-the-trainer sessions                                                                                                                                                                      |       |

---

**Implementation and Configuration Services**

Services related to configuring and customizing the First Due Platform as described in the Statement of Work.

---

|                            |                     |
|----------------------------|---------------------|
| One-Time Fees Subtotal     | \$ 1,250.00         |
| Subscription Fees Subtotal | \$ 10,050.00        |
| <b>Grand Total</b>         | <b>\$ 11,300.00</b> |

---

**Statement of Work**

Please see attached Statement of Work detailing the Implementation, Training and Support for this Exhibit A – Quote.

**Terms and Conditions**

The above-listed Grand Total will be invoiced on or around the Subscription Start date. For subsequent annual periods, the Service fees are due and payable annually in advance.

**Payment Terms:** Net 30 days

**For electronic ACH payment:** JPMorgan Chase Bank | ABA Routing: 021000021 | Account #: 803527972



Locality Media, Inc. dba First Due  
107 Seventh St  
Garden City, NY 11530, United States  
Phone: +1 (516) 874-2258  
Website: <https://www.firstdue.com/>

**Statement of Work**  
For Quote Number: 1545132000046065044

## Statement of Work | City of Ketchum Fire Department

### Introduction

The purpose of this Statement of Work (SoW) document is to clearly define the Implementation, Training and Support.

#### 1. Implementation:

First Due works very closely with you to ensure the application is ready for go-live. During the Implementation you will be assigned a Client Success Manager and Implementation Manager who will lead you through the process. Below is a description of each component of our implementation.

- a) **Discovery & Planning:** During a project kick-off meeting we will flesh out the key components of the configuration, customer stakeholders and project timelines. After this stage we will have a clear plan to when and how your agency will be live with First Due.
- b) **Configuration:** First Due is an out-of-the box system but can be configured for your Agency's needs. Our team will work with you to configure all the parts of the application necessary for go-live and beyond. These configuration sessions will generally occur weekly, and act as administrator training.
- c) **Optimization:** Once the account is configured, we will arrange a small end-user testing group to begin to use the application out-in-the-field. This is an iterative process in which we listen to feedback and make adjustments to the product on the fly.
- d) **Training:** Once we have sign-off the product is ready for go-live we will build the necessary training plan together, which may include train-the-trainer sessions, end user training, custom training videos/content or even onsite sessions. The training section below provides more detail on included training.
- e) **Roll Out:** After training is complete, we are ready to roll-out the platform. We will work closely with you to ensure First Due is rolled out effectively across your agency.
- f) **Support:** Once we achieve sign-off that the system is live and stable, we will transition to support (as described in the support section below). However, you will continue to have a dedicated Client Success Manager moving forward.

#### 2. Training:

Training is an integral part of any successful implementation. First Due is focused on providing your agency adequate training to ensure effective user adoption of the platform. As part of this Statement of Work, the customer will receive the purchased training as outlined in Exhibit A - Quote throughout the implementation process as outlined:

- 1. Webinar Administrator training during configuration sessions
- 2. Webinar formal Train-the-Trainer and/or End User Session(s) during the training phase
- 3. Access to online training videos, documents, content, and interactive knowledgebase

#### 3. Integrations:

Any scoped integrations included in this document will be described below. Any additional integration scoped at a later date will be provided in a separate SoW at that time.

**4. Data Migration:**

First Due understands the importance of data migration to our customers and has extensive experience working to migrate historical records into the platform. First Due will use best efforts to migrate applicable data from Customer's existing systems utilizing data migration best practices. This includes:

1. Data Migration Planning Session
2. Assistance/Guidance in extracting data from existing system/s
3. Mapping extracted data to First Due import workbooks
4. Importing of Data into First Due

**5. Support:**

First Due provides Support as part of the base subscription. This includes:

1. Email, Phone, Ticketing System Support Channels and Live Chat
2. Dedicated Client Success Manager
3. Access to knowledge base including online training videos and FAQs



Form **W-9**  
(Rev. October 2018)  
Department of the Treasury  
Internal Revenue Service

### Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

Print or type. See Specific Instructions on page 3.

**1** Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.  
**Locality Media, Inc.**

**2** Business name/disregarded entity name, if different from above

**First Due**

**3** Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

Individual/sole proprietor or single-member LLC

C Corporation

S Corporation

Partnership

Trust/estate

Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ \_\_\_\_\_

**Note:** Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

Other (see instructions) ▶ \_\_\_\_\_

**4** Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) \_\_\_\_\_

Exemption from FATCA reporting code (if any) \_\_\_\_\_

*(Applies to accounts maintained outside the U.S.)*

**5** Address (number, street, and apt. or suite no.) See instructions.  
**107 7th Street**

**6** City, state, and ZIP code  
**Garden City, NY 11530**

**7** List account number(s) here (optional)

Requester's name and address (optional)

**Part I Taxpayer Identification Number (TIN)**

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

**Note:** If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

| Social security number         |   |   |   |   |   |   |   |   |   |
|--------------------------------|---|---|---|---|---|---|---|---|---|
|                                |   |   | - |   |   |   |   |   |   |
| Employer identification number |   |   |   |   |   |   |   |   |   |
| 8                              | 1 | - | 1 | 3 | 8 | 8 | 0 | 6 | 2 |

**Part II Certification**

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

**Sign Here** Signature of U.S. person ▶ *Andreas Huber* Date ▶ Jan 03 2023 07:29 PST

**General Instructions**

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

**Purpose of Form**

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.



**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: 23055**

|                                                                           |                                                                       |
|---------------------------------------------------------------------------|-----------------------------------------------------------------------|
| <b>To:</b><br>5959<br>FIRST DUE<br>107 SEVENTH ST<br>GARDEN CITY NY 11530 | <b>Ship to:</b><br>CITY OF KETCHUM<br>PO BOX 2315<br>KETCHUM ID 83340 |
|---------------------------------------------------------------------------|-----------------------------------------------------------------------|

| P. O. Date | Created By | Requested By | Department    | Req Number | Terms |
|------------|------------|--------------|---------------|------------|-------|
| 01/24/2023 | bancona    | bancona      | Fire & Rescue | 0          |       |

| Quantity | Description                                          | Unit Price | Total     |
|----------|------------------------------------------------------|------------|-----------|
| 1.00     | FIRST DUE SUITE QUOTE 15451320000460650 03-4193-7200 | 11,800.00  | 11,800.00 |
|          | SHIPPING & HANDLING                                  |            | 0.00      |
|          | TOTAL PO AMOUNT                                      |            | 11,800.00 |

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



## City of Ketchum

February 6, 2023

Mayor Bradshaw and City Councilors  
City of Ketchum  
Ketchum, Idaho

Mayor Bradshaw and City Councilors:

### **Recommendation to approve Resolution 23-002 – Defeasance of 2014 Wastewater Revenue Bonds**

#### Recommendation and Summary

The City's Financial Advisor (Zions Public Finance) and Bond Counsel (Skinner Fawcett) are recommending the city proceed with the defeasance of 2014 wastewater revenue bonds for the reasons outlined below.

**"I move approval of Resolution 23-002."**

The reasons for the recommendation are as follows:

- Repayment of existing debt removes parity debt requirements such as debt service reserve requirements (no longer needed) and any additional bonds test.
- Simplifies legal documents for new money bonds and allows for the use of a Master Ordinance.
- Master Ordinance approach provides consistent terms for future bond sales through supplemental ordinances to the Master Ordinance.
- The City will save on interest cost (\$28,000) by retiring the debt early.

#### Sustainability Impact

No impact.

#### Financial Requirement/Impact

There are three years remaining on the 2014 bonds. The FY23 budget contained the debt service payment (\$220,000) and a reserve (\$212,000) is in place for one annual payment. The final year (\$250,000) can be funded from Wastewater Fund balance.

#### Attachments

Resolution 23-002  
Escrow Agreement

RESOLUTION NUMBER 23-002

A RESOLUTION OF THE CITY OF KETCHUM CITY COUNCIL  
AUTHORIZING THE DEFEASANCE OF THE CITY'S OUTSTANDING  
SEWER REVENUE REFUNDING BOND,  
DELEGATING CERTAIN AUTHORITY, AND  
PROVIDING AN EFFECTIVE DATE

WHEREAS, the City of Ketchum, Blaine County, Idaho, a municipal corporation duly organized and operating under Chapters 1 and 2, Title 50, Idaho Code, as amended (the "City"), previously issued its \$1,950,000 Sewer Revenue Refunding Bond, Series 2014 (the "Bond"); and

WHEREAS, the City now desires to prepay and defease the Bond from moneys available in the City's Wastewater Revenue Fund (the "Wastewater Revenue Fund"), subject to the provisions of City Ordinance No. 1122, adopted by the Ketchum City Council (the "City Council") on October 20, 2014, and the Loan Agreement between the Idaho Bond Bank Authority and the City, executed November 1, 2014; and

WHEREAS, to accomplish the defeasance of the Bond, the City Council desires to authorize the City to take such actions as necessary and appropriate, including the delegation of certain authority, execution of documents, giving of notices and any other requisite action to accomplish such defeasance.

NOW, THEREFORE, IT IS RESOLVED as follows:

Section 1. The City Council hereby authorizes moneys available in the City's Wastewater Revenue Fund to be used to prepay and defease the Bond.

Section 2. The City Council hereby further authorizes the City Administrator to establish a special escrow account with Zions Bancorporation, National Association, as escrow agent (the "Escrow Agent"), for the Bond pursuant to an Escrow Agreement between the City and the Escrow Agent substantially in the form presented to the City Council (the "Escrow Agreement"), and authorizes the execution of the Escrow Agreement by the City Administrator on behalf of the City and the allocation of moneys in the Wastewater Revenue Fund to be held and applied by the Escrow Agent pursuant to the Escrow Agreement exclusively for the defeasance of the Bond and the payment of costs thereof as may be incurred by the City pursuant to the Escrow Agreement.

Section 3. The City Administrator is hereby further authorized to take all acts necessary or appropriate to implement and accomplish the forgoing authorized actions and is hereby delegated the authority to sign, execute and deliver all necessary documents to accomplish such authorized actions.

Section 4. This Resolution shall be effective immediately upon its passage.

PASSED AND ADOPTED by the City Council on this 6th day of February, 2023.

APPROVED AND EXECUTED by the Mayor of the City and attested by the City Clerk,  
on this 6th day of February, 2023.

APPROVED:

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

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

**ESCROW AGREEMENT**

between

**CITY OF KETCHUM, IDAHO**

and

**ZIONS BANCORPORATION, NATIONAL ASSOCIATION**

**as Escrow Agent**

Dated as of February 6, 2023

**Defeasance:**

**City of Ketchum  
Sewer Revenue Refunding Bond,  
Series 2014**

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## ESCROW AGREEMENT

THIS ESCROW AGREEMENT is made and entered into as of February [ ], 2023, by and between the City of Ketchum, Idaho (the “City”) and Zions Bancorporation, National Association (the “Escrow Agent”).

### ARTICLE I.

#### RECITALS

The City desires to prepay and defease its outstanding Sewer Revenue Refunding Bond, Series 2014 (the “Bond”) pursuant to the provisions of this Escrow Agreement, the provisions of Ordinance No. 1122 adopted by the City Council of the City on October 20, 2014 (the “Bond Ordinance”), and the provisions of the Loan Agreement, dated as of November 1, 2014 (the “Loan Agreement”), between the Idaho Bond Bank Authority (the “Bond Bank”) and the City. Pursuant to the Bond Ordinance and the Loan Agreement, the City has determined to pay, redeem, and retire the principal of and interest on the Bond from moneys available in the City’s Wastewater Revenue Fund. The City has irrevocably pledged to redeem and retire the Bond upon the transfer of sufficient funds to the Escrow Account, established herein.

The City has caused to be delivered to the Escrow Agent statements setting forth the interest payment schedules and maturity schedules of the Bond by amount, date of maturity and interest rates, the amount of interest to be paid on each semiannual interest payment date, if any, and the amount of the principal to be paid on the dates that the Bond is to be redeemed; and, by execution of this Escrow Agreement, the Escrow Agent acknowledges receipt of such statements.

### ARTICLE II.

#### DEFINITIONS

All terms used herein, unless otherwise defined herein, shall have the meanings set forth in the Bond Ordinance, and if not therein, then in the Loan Agreement. For all purposes of this Escrow Agreement, except as otherwise expressly provided or unless the context otherwise requires, the following terms shall have the following meanings:

“**Acquired Obligations**” means cash, or any government obligation qualified under Section 67-6416, Idaho Code, as amended. Said Acquired Obligations may include either U.S. Treasury Securities—State and Local Government Series or open market securities. They shall be limited to direct noncallable obligations of the U.S. Government. Investments in mutual funds or unit investment trusts shall be prohibited.

“**Bond**” or “**Bonds**” means the City’s Sewer Revenue Refunding Bond, Series 2014, maturing on September 15, 2025, in the outstanding principal amount of \$700,000.

“**Bond Bank**” means the Idaho Bond Bank Authority, an independent public body corporate and politic.



“**Bond Ordinance**” means the City’s Ordinance No. 1122 adopted by the City Council on October 20, 2014.

“**City**” means the City of Ketchum, Blaine County, Idaho, a municipal corporation duly organized and operating under Chapters 1 and 2, Title 50, Idaho Code, as amended.

“**City Council**” means the City Council of the City.

“**Escrow Account**” means the Escrow Account on deposit with the Escrow Agent created hereunder for the purpose of redeeming the Bond.

“**Escrow Agent**” means Zions Bancorporation, National Association.

“**Escrow Agreement**” means this Escrow Agreement by and between the City and the Escrow Agent providing for the defeasance of the Bond.

“**Loan Agreement**” means the Loan Agreement between the Bond Bank and the City, dated as of November 1, 2014.

“**Repayment Installments**” means the amounts the City is required to pay to the Bond Bank pursuant to the Bond evidencing the loan made to City by the Bond Bank under the Loan Agreement.

### ARTICLE III.

#### MATURITIES AND REDEMPTION PROVISIONS

Pursuant to the Bond Ordinance and the Loan Agreement, the Repayment Installments due on the Bond on or prior to September 15, 2024, are not subject to prepayment. Repayment Installments coming due on or after September 15, 2025, are subject to prepayment, on any date on or after September 15, 2024, at the price of 100% of the Bond to be redeemed, plus accrued interest to the date fixed for prepayment.

The principal Repayment Installments due on the Bond are scheduled to mature and bear interest as follows:

| <u>Principal Repayment<br/>Installments<br/>(September 15)</u> | <u>Principal Amount</u> | <u>Interest Rate</u> |
|----------------------------------------------------------------|-------------------------|----------------------|
| 2023                                                           | \$220,000               | 5.000%               |
| 2024                                                           | \$230,000               | 5.000%               |
| 2025                                                           | \$250,000               | 5.000%               |

## ARTICLE IV.

### PLAN OF DEFEASANCE FOR THE BOND

#### **4.1 Deposits Into the Escrow Account.**

The Escrow Agent will establish the Escrow Account and will hold the Escrow Account separate and apart from all other funds and accounts held by the Escrow Agent. The City will cause to be deposited irrevocably into the Escrow Account, for the security and benefit of the owners of the Bond, the Acquired Obligations [and cash deposit] as described in Attachment I, receipt of which is hereby acknowledged by the Escrow Agent.

The City represents the amounts deposited in the Escrow Account pursuant to this Escrow Agreement will provide sufficient funds for payment at maturity all Repayment Installments due on the Bond, including interest accrued thereon.

#### **4.2 Disbursements By Escrow Agent.**

The Escrow Agent shall present for payment on the due dates thereof the Acquired Obligations and shall apply the proceeds derived therefrom in accordance with the provisions of this Escrow Agreement.

On or before each interest payment date of the Bond, the Escrow Agent shall transfer money to Zions Bancorporation, National Association, as trustee and paying agent (the "Trustee") for the Bond Bank's Revenue Bonds, Series 2014C (the "Series 2014C Bond Bank Bond") in an amount sufficient to pay the principal of and interest on the Bond as the same shall become due and payable, all in accordance with the escrow verification report attached hereto as Attachment II.

#### **4.3 Acquired Obligations.**

The City represents that the Acquired Obligations (described in Attachment I hereto), as such may be substituted pursuant to this Escrow Agreement, shall mature not later than the date(s) needed to pay interest upon, redeem or pay the Bond and will be sufficient to redeem and retire all of the Bond.

#### **4.4 Safekeeping of the Acquired Obligations.**

All Acquired Obligations, money and investment income deposited with or received by the Escrow Agent pursuant to this ARTICLE IV shall be subject to the trust created by this Escrow Agreement and irrevocably pledged only for the Bond debt service, and the Escrow Agent shall be liable for the safekeeping thereof. All money deposited with the Escrow Agent or received by the Escrow Agent as maturing principal or interest on the Acquired Obligations prior to the times the Escrow Agent is required to make the payments hereinbefore set forth shall be held by the Escrow Agent and shall not be reinvested.

All income derived from the Acquired Obligations and any money deposited with the Escrow Agent pursuant to Section 4.1 of this Escrow Agreement that is not required to make the payments hereinbefore required to be made shall be paid to the City, upon payment in full of the Bond.

#### **4.5 Substitution of the Acquired Obligations; Reinvestment.**

The City has reserved the right to direct the Escrow Agent to substitute higher yielding direct noncallable obligations of the United States for investments in the Escrow Account in the event it may do so pursuant to Section 103 of the Code, provided that at all times the money and Acquired Obligations in the Escrow Account shall be sufficient, without any further investment, to refund and retire the Bond. Prior to each such substitution, the City will obtain:

(a) A supplemental verification addressed to the City and the Escrow Agent from an independent firm of certified public accountants, which shall be satisfactory to nationally recognized bond counsel, that the money and Acquired Obligations on deposit after such substitution will be sufficient, without any further investment, to effect the defeasance of the Bond and that such substitute Acquired Obligations are noncallable; and

(b) An unqualified written legal opinion addressed to the City and the Escrow Agent from nationally recognized bond counsel that such substitution will not cause the interest on the Bond to become includible in gross income for federal and state income tax purposes.

The Escrow Agent shall reinvest, to the extent possible, at the written direction of an Authorized Officer of the City, the proceeds received upon maturity of the Acquired Obligations listed in Attachment I which are not required to pay the Bond on such date, if any, in Acquired Obligations that are state and local government series securities (“SLGS”). The Escrow Agent shall purchase the SLGS for the account of the City directly from the United States Government. The Escrow Agent agrees to comply with Part 344 of Title 31, Code of Federal Regulations and with such other regulations of the United States Treasury, Bureau of Public Debt as are from time to time in effect in subscribing for and purchasing such SLGS, including without limitation requirements with respect to submitting subscriptions to a Federal Reserve Bank or Branch in advance (currently between 60 and 15 days in advance) of the date of purchase of the SLGS.

The Escrow Agent shall not otherwise invest surplus cash which it holds from time to time in the Escrow Account unless it receives written direction from an Authorized Officer of the City, it receives an opinion of the City’s bond counsel as to the legality of any such investment and it makes such investment in accordance with the provisions of this Section.

The Escrow Agent shall not be responsible or liable for any diminution of the funds held in the Escrow Account that may result from any investments made (all of which shall be made pursuant to the written direction of the City under this Escrow Agreement, particularly Section 4.5), including any losses on any investment required to be liquidated prior to maturity in order to make a payment or distribution.

#### **4.6 Surplus Money.**

If at any time during the term of the escrow created pursuant to this Escrow Agreement there should be Acquired Obligations and/or money held by the Escrow Agent in excess of that required to make all remaining payments described in Section 4.2. hereof, when due, considering the interest to be earned on such Acquired Obligations, and the City submits written requests that such surplus obligations or the proceeds thereof or such surplus money be returned by the Escrow Agent to the City, the Escrow Agent shall do so forthwith; provided however, that prior to requesting any such transfer, the City shall have furnished to the Escrow Agent a supplemental verification addressed to the City and the Escrow Agent from an independent firm of certified public accountants, which shall be satisfactory to nationally recognized bond counsel, that the money and Acquired Obligations on deposit after such transfer will be sufficient, without any further investment, to effect the defeasance of the Bond.

Notwithstanding any provision of this Section 4.6 to the contrary, any money remaining on deposit with the Escrow Agent (i) after the payment and retirement in full of the Bond and (ii) the payment of the invoices from the payees identified in Attachment III hereto, shall be disbursed to the City.

#### **4.7 Costs of Defeasance.**

The Escrow Agent shall pay the costs of defeasance identified in Attachment III hereto upon receipt of the respective invoices from the payees identified in Attachment III hereto.

### **ARTICLE V.**

#### **DUTIES AND OBLIGATIONS OF THE ESCROW AGENT**

The duties and obligations of the Escrow Agent shall be prescribed by the provisions of this Escrow Agreement, and the Escrow Agent shall not be liable except for the performance of its duties and obligations as specifically set forth herein and to act in good faith in the performance thereof and no implied duties or obligations shall be incurred by such Escrow Agent other than those specified herein.

The Escrow Agent may consult with counsel of its choice and the opinion of such counsel shall be full and complete authorization and protection with respect to any action taken or not taken or suffered by it hereunder in good faith and in accordance with the opinion of such counsel.

Nothing contained herein shall require the Escrow Agent to advance its own funds or otherwise incur direct financial liability to carry out its obligations hereunder or to exercise any of its rights or powers hereunder. If there are any difficulties in payment of the Bond, the Escrow Agent shall notify the City in writing.

Any notice, authorization, request, or demand required or permitted to be given in accordance with the terms of this Escrow Agreement shall be in writing.

**ARTICLE VI.**

**NOTICE OF DEFEASANCE AND REDEMPTION**

**6.1 Notice of Defeasance.**

As soon as practicable after the execution and delivery of this Escrow Agreement, the Escrow Agent agrees to provide notice to the Bond Bank and the Trustee that the principal amount of the Bond and interest accrued thereon are deemed to have been paid in accordance with the Bond Ordinance and the Loan Agreement with such notice to be in substantially the following form:

NOTICE OF DEFEASANCE

CITY OF KETCHUM, BLAINE COUNTY, IDAHO  
SEWER REVENUE REFUNDING BONDS, SERIES 2014  
Dated November 18, 2014

NOTICE IS HEREBY GIVEN to the holders of the Sewer Revenue Refunding Bond, Series 2014, maturing on September 15, 2025, as hereinafter described (the "Bond") of the City of Ketchum, Idaho (the "City") that money and direct obligations of the United States of America, the principal of and the interest on which, when due, will be sufficient to pay, when due, the principal, and interest due and to become due on the Bond on the maturity date thereof, have been deposited in escrow with Zions Bancorporation, National Association, as Escrow Agent, under an Escrow Agreement.

In accordance with the terms of the Ordinance of the City pursuant to which the Bond was issued and the Loan Agreement, dated as of November 1, 2014 (the "Loan Agreement"), between the Idaho Bond Bank Authority and the City, the following-described principal amortization of the Bond and the interest accrued thereon are deemed to have been paid:

| Principal Repayment<br>Installments<br>(September 15) | <u>Principal Amount</u> | <u>Interest Rate</u> |
|-------------------------------------------------------|-------------------------|----------------------|
| 2023                                                  | \$220,000               | 5.000%               |
| 2024                                                  | \$230,000               | 5.000%               |
| 2025                                                  | \$250,000               | 5.000%               |

Monies will be available from the money and from the principal of and interest on such direct obligations of the United States of America held in escrow by the Escrow Agent for the Bond and shall be used to pay the Bond in accordance with its terms, the terms of the Ordinance of the City pursuant to which the Bond was issued, and the terms of the Loan Agreement.

Dated this \_\_\_\_ day of February, 2023.

ZIONS BANCORPORATION, NATIONAL ASSOCIATION, as Escrow Agent

By \_\_\_\_\_  
Its \_\_\_\_\_

**6.2 Notice of Redemption.**

The Escrow Agent shall give notice of the redemption of the principal Repayment Installment due on the Bond maturing on September 15, 2025, to the Bond Bank and the Trustee not less than sixty (60) days prior to the date fixed for redemption, according to the provisions of the Bond Ordinance and the Loan Agreement, with such notice to be in substantially the following form:

NOTICE OF REDEMPTION

CITY OF KETCHUM, BLAINE COUNTY, IDAHO  
SEWER REVENUE REFUNDING BONDS, SERIES 2014  
Dated November 18, 2014

NOTICE IS HEREBY GIVEN to the holders of the Sewer Revenue Refunding Bond, Series 2014, maturing on September 15, 2025, as hereinafter described (the "Bond") of the City of Ketchum, Idaho (the "City"), that the City will prepay on September 15, 2024, the September 15, 2025 Repayment Installment due on the Bond pursuant to the City's Ordinance No. 1122 adopted on October 20, 2014, and the Loan Agreement, dated as of November 1, 2014, between the Idaho Bond Bank Authority and the City, with such Repayment Installment further described below:

|                                                          |                                      |                                |
|----------------------------------------------------------|--------------------------------------|--------------------------------|
| Principal Repayment<br>Installment<br>September 15, 2025 | <u>Principal Amount</u><br>\$250,000 | <u>Interest Rate</u><br>5.000% |
|----------------------------------------------------------|--------------------------------------|--------------------------------|

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

ZIONS BANCORPORATION, NATIONAL ASSOCIATION, as Escrow Agent

By \_\_\_\_\_  
Its \_\_\_\_\_

**ARTICLE VII.**

**COMPENSATION OF ESCROW AGENT**

By execution hereof the Escrow Agent acknowledges receipt of the sum of \$1,300.00 for services rendered and to be rendered by it pursuant to the provisions of this Escrow Agreement in payment of all fees, compensation and expenses of the Escrow Agent, and the Escrow Agent expressly acknowledges that it is not entitled to a lien, nor shall it ever assert a lien, on any Acquired Obligations or other obligations or money of the City held by it pursuant to this Escrow Agreement. The Escrow Agent hereby agrees that such compensation has been made to the satisfaction of the Escrow Agent.

**ARTICLE VIII.**

**AMENDMENTS TO THIS ESCROW AGREEMENT**

The Escrow Agent and the City recognize that the owners of the Bond have a beneficial interest in the money and the Acquired Obligations to be held in the Escrow Account in trust by the Escrow Agent pursuant to this Escrow Agreement. Therefore, this Escrow Agreement shall be subject to revocation or amendment only for the purposes of clarifying an ambiguity in the duties and obligations set forth hereunder, or altering the reporting or other ministerial obligations of the Escrow Agent to the City, provided that no such amendment shall permit the Escrow Agent to invest in or deposit in the Escrow Account any obligations other than noncallable direct obligations of the United States of America, and each such amendment shall be accompanied by:

(a) A supplemental verification addressed to the City and the Escrow Agent from an independent firm of certified public accountants, which shall be satisfactory to nationally recognized bond counsel, that the money and Acquired Obligations, if any, on deposit after the amendment will be sufficient, without any further investment, to effect the defeasance of the Bond;

(b) An unqualified written legal opinion addressed to the City and the Escrow Agent from nationally recognized bond counsel that such amendment will not cause the interest on the Bond to become includible in gross income for federal and state income tax purposes;

(c) A certificate signed by the Chairman of the City confirming that the City has provided the notice of the amendment to the respective rating agencies that rated the Bond.

No amendment shall be effective unless the same shall be in writing and signed by the parties thereto.

**ARTICLE IX.**

**NOTIFICATION OF DEFICIENCY**

The Escrow Agent shall give the City prompt notice if the Escrow Agent shall determine there are or will be insufficient money or Acquired Obligations to make the payments specified in

Section 4.2 hereof, and the City shall deposit with the Escrow Agent additional sums of money required to correct such deficiencies.

## **ARTICLE X.**

### **SUCCESSOR ESCROW AGENT**

The obligations assumed by the Escrow Agent pursuant to this Escrow Agreement may be transferred by the Escrow Agent to a successor, upon 30 days' written notice to the City, if (a) the Escrow Agent has presented evidence satisfactory to the City and its bond counsel that the successor meets the requirements of Section 57-504, Idaho Code, as now in effect or hereafter amended; (b) the successor has assumed all the obligations of the Escrow Agent under this Escrow Agreement; and (c) all the Acquired Obligations and money then held by the Escrow Agent pursuant to this Escrow Agreement have been duly transferred to such successor.

Any company into which the Escrow Agent may be merged or converted or with which it may be consolidated or any company resulting from any merger, conversion or consolidation to which it shall be a party or any company to which the Escrow Agent may sell or transfer all or substantially all of its corporate trust business, shall be the successor to the Escrow Agent without the execution or filing of any paper or further act, anything herein to the contrary notwithstanding.

## **ARTICLE XI.**

### **INDEMNIFICATION**

To the extent permitted by law, the City hereby assumes liability for, and hereby agrees (whether or not any of the transactions contemplated hereby are consummated) to indemnify, protect, save and keep harmless the Escrow Agent and its respective successors, assigns, agents, and employees, from and against any and all liabilities, obligations, losses, damages penalties, claims, actions, suits, costs, expenses and disbursements (including reasonable legal fees and disbursements) of whatsoever kind and nature which may be imposed on, incurred by, or asserted against, the Escrow Agent at any time (whether or not also indemnified against the same by the City or any other person under any other agreement or instrument, but without double indemnity) in any way relating to or arising out of the execution, delivery and performance of this Escrow Agreement (including without limitation, actions taken in connection with Section 4.5), the establishment hereunder of the Escrow Account, the acceptance of the funds and securities deposited therein, the purchase of any securities to be purchased pursuant hereto, the retention of such securities or the proceeds thereof and any payment, transfer or other application of moneys or securities by the Escrow Agent in accordance with the provisions of this Escrow Agreement; provided, however, that the City shall not be required to indemnify the Escrow Agent against the Escrow Agent's or the Escrow Agent's respective successors, assigns, agents and employees own negligence, willful misconduct, or its failure to cure, after reasonable notice, a legal default in the performance of any obligation imposed on it under the Escrow Agreement. In no event shall the City or the Escrow Agent be liable to any person by reason of the transactions contemplated hereby other than to each other as set forth in this ARTICLE XI. The indemnities contained in this ARTICLE XI shall survive the termination of this Escrow Agreement.



The Escrow Agent shall be under no obligation to inquire into or be in any way responsible for the performance or nonperformance by the City of any of its obligations, or to protect any of the City's rights under any bond proceeding or any of the City's other contracts with or franchises or privileges from any state, county, municipality or other governmental agency or with any person. The Escrow Agent shall not be liable for any act done or step taken or omitted by it, or for any mistake of fact or law, or for anything which it may do or refrain from doing, except for its negligence, willful misconduct, or its failure to cure, after reasonable notice, a legal default in the performance of any obligation imposed on it under the Escrow Agreement. The Escrow Agent shall not be liable or responsible for any loss resulting from any investment made pursuant to this Escrow Agreement and in full compliance with the provisions hereof.

If the Escrow Agent renders any service hereunder not provided for in this Escrow Agreement, or the Escrow Agent is made a party to or intervenes in any litigation pertaining to this Escrow Agreement or institutes interpleader proceedings relative hereto, the Escrow Agent shall be compensated reasonably by the City for such extraordinary services and reimbursed for any and all claims, liabilities, losses, damages, fines, penalties and expenses, including out-of-pocket and incidental expenses and legal fees and expenses occasioned thereby.

## **ARTICLE XII.**

### **MISCELLANEOUS**

In the event any one or more of the provisions contained in this Escrow Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision of this Escrow Agreement, but this Escrow Agreement shall be construed as if such invalid or illegal or unenforceable provision had never been contained herein. If any portion of this Escrow Agreement is amended, severed or revoked, the City agrees to notify and provide draft copies of any amendatory documents to any rating agency with a current rating on the Bond prior to such action.

Execution of this Escrow Agreement by the Escrow Agent shall constitute written acknowledgment by the Escrow Agent of its receipt from the City of all monies and Acquired Obligations to be deposited into the Escrow Account as specified herein.

This Escrow Agreement may be executed in several counterparts, each of which shall be regarded as the original and all of which shall constitute one and the same Escrow Agreement.

Dated as of the day and year first above written.

**CITY OF KETCHUM, BLAINE COUNTY, IDAHO**

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

Attest:

\_\_\_\_\_  
City Clerk

**ZIONS BANCORPORATION, NATIONAL  
ASSOCIATION**, as Escrow Agent

By: \_\_\_\_\_  
Authorized Officer, Zions Bank Division

ATTACHMENT I

Acquired Obligations

|    |                                                    |      |
|----|----------------------------------------------------|------|
| 1. | Acquired Obligations as set forth on the attached: | \$[] |
| 2. | Cash Deposit:                                      | []   |
|    | TOTAL                                              | \$[] |

ATTACHMENT II  
Escrow Verification Report  
(Attached)

ATTACHMENT III

**COSTS OF DEFEASANCE**

| <u>Costs of Defeasance</u>                                | <u>Amount</u>     |
|-----------------------------------------------------------|-------------------|
| Verification Agent (Public Finance Partners LLC)          | \$1,500.00        |
| Escrow Agent (Zions Bancorporation, National Association) | \$1,300.00        |
| <b>TOTAL</b>                                              | <b>\$2,800.00</b> |



## City of Ketchum Recreation Department

February 6, 2023

Mayor Bradshaw and City Councilors:

**Recommendation to keep the existing four permanent pickle ball courts, two tennis courts, and one flex court available free to the public.**

### Recommendation and Summary

Staff is recommending that the pickleball and tennis courts at Atkinson Park stay as they are currently. This would keep four permanent pickleball courts, two tennis courts and one flex court which could be used for pickleball or tennis. Staff also recommends lowering E pickleball fence to create a gated entrance and patio pavers for waiting and viewing near the existing pickleball court. This would have to be done with permission from the BCSD and paid for by the WRPA.

**“Staff recommends the council keep the existing four permanent pickle ball courts, two tennis courts, and one flex court available free to the public.”**

### Introduction and History

The City of Ketchum resurfaced one public tennis court at Atkinson Park to create four permanent pickleball courts during the summer of 2021 at the request of the Wood River Pickleball Alliance. Another adjacent tennis court was lined with four pickle ball courts (with temporary nets) that could also be used for tennis, creating a flex court for both uses. Two more tennis courts remain for tennis only. The Wood River Pickleball Alliance (WRPA) will be asking the city council to resurface the flex court to create four more permanent pickleball courts. Staff does not recommend this action.

- Atkinson Park has the only public and free tennis and pickleball courts in the entire North Valley of Blaine County.
- Atkinson Park tennis courts are used throughout the summer for the city’s popular junior tennis program, and by many locals and visitors to the area.
- WRPA’s request would create eight permanent pickleball courts compared to two permanent tennis courts.
- The City’s parks are there for public use for all to benefit and not just a select few.

### Financial Impact

No financial impact on the City

### Attachments

Presentation from WRPA

# Creating Community Through the Sport of Pickleball



# Creating Community Through the Sport of Pickleball

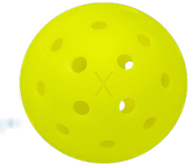
## A Proposal to Improve the Courts at Atkinson Park







## WHAT IS PICKLEBALL?



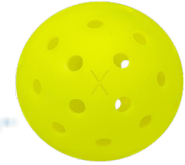
- A sport that combines the best of tennis and ping pong in which players use solid paddles to hit a perforated plastic “whiffle” ball over a net.
- 4 Pickleball Courts fit in the space of 1 Tennis Court.
- Primarily played in a doubles format with with 4 players to a court.  
*(16 players play in the space of 1 tennis court)*
- The fastest growing sport in the county for the last 5 years. Played by 8.5 million players of all ages last year at least 8 times. Over 36 million people tried the sport last year.  
*(There is a 90-year-old member who plays regularly at Atkinson Park)*



*"Pickleball is nothing short of a cultural phenomenon — experiencing a meteoric rise across genders, age groups, geographies, and income levels,"*  
David Levy, co-CEO of Horizon Sports and Experiences.



## WOOD RIVER PICKLEBALL ALLIANCE



***Our Mission:*** Building Community through the sport of Pickleball.

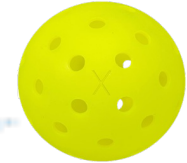
### ***Who are we & what do we do:***

- **Promote** and enhance the Pickleball experience, for locals and visitors alike, through social, educational and competitive events.
- **Grow** our 500+ member list (Ketchum, Sun Valley, Elkhorn, Mid-Valley, Hailey and Bellevue), by creating valued added scheduled play, tournaments and league play, plus rotating social events.
- **Coordinate** and assist in 30+ hours/week of round robin play at AP, BCRD, Sun Valley & Gravity Fitness & Tennis.
- **Act** as governing body to govern and promote player conduct, host new and informative website, develop social media presence.





## PICKLEBALL IN THE WOOD RIVER VALLEY



### **PUBLIC COURTS - 4 DEDICATED - 8 MIXED LINE**

- **Ketchum - Atkinson Park**  
4 dedicated courts / 4 mixed line courts
- **Hailey-Heagle Park**  
4 mixed line courts / unsafe

### **PRIVATE COURTS - 47 COURTS**

- **Sun Valley Resort - Membership**  
8 dedicated courts
- **Valley Club - Membership**  
8 dedicated courts
- **Homeowner Courts**  
Elkhorn- Ownership  
8 dedicated courts  
& Others: 23 + courts



Out of 59 pickleball courts in the valley...

There are only 4 public dedicated courts

---

Atkinson Park has the only  
**PUBLIC** dedicated Pickleball courts in the Valley



## PICKLEBALL AT ATKINSON PARK



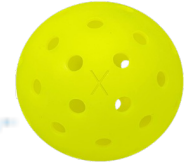
- Open Dusk – Dawn late April to late October
- 2 Tennis Courts
- 4 dedicated Pickleball Courts
- 1 Tennis Court lined with 1 Tennis and 4 Pickleball courts
- Social drop-in rotational play Tues/Thurs/Sat morning 9 am - 11am
- Competitive drop-in rotational play Tues/Thurs evening 5-dusk
- Typically, 20-40 players show up in peak months
- All other times open without reservations for self organized play



**Atkinson Park is the Heart of Pickleball in the Valley  
If you play pickleball you have played at Atkinson's.**

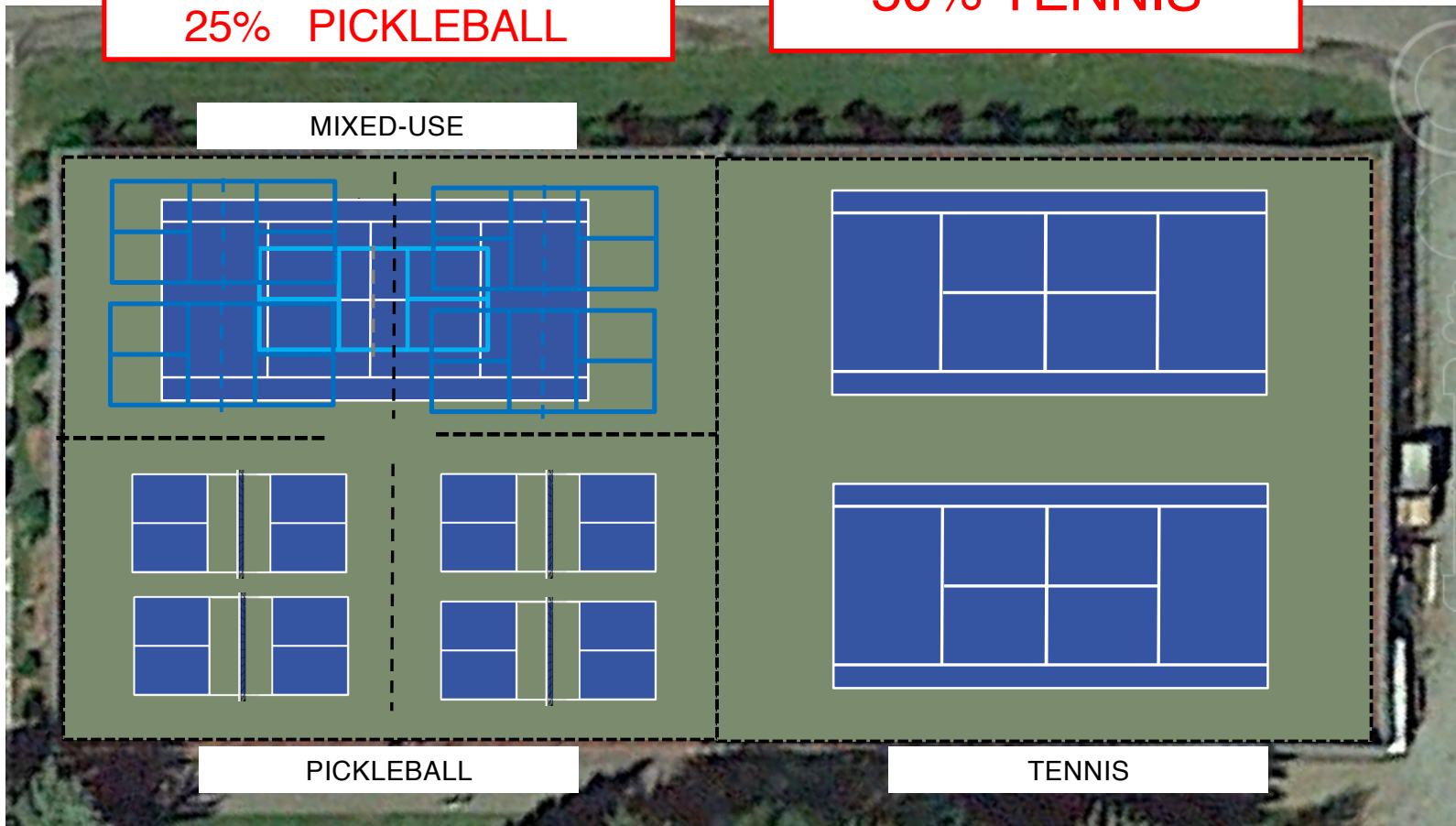


## CURRENT COURT USE AT ATKINSON PARK



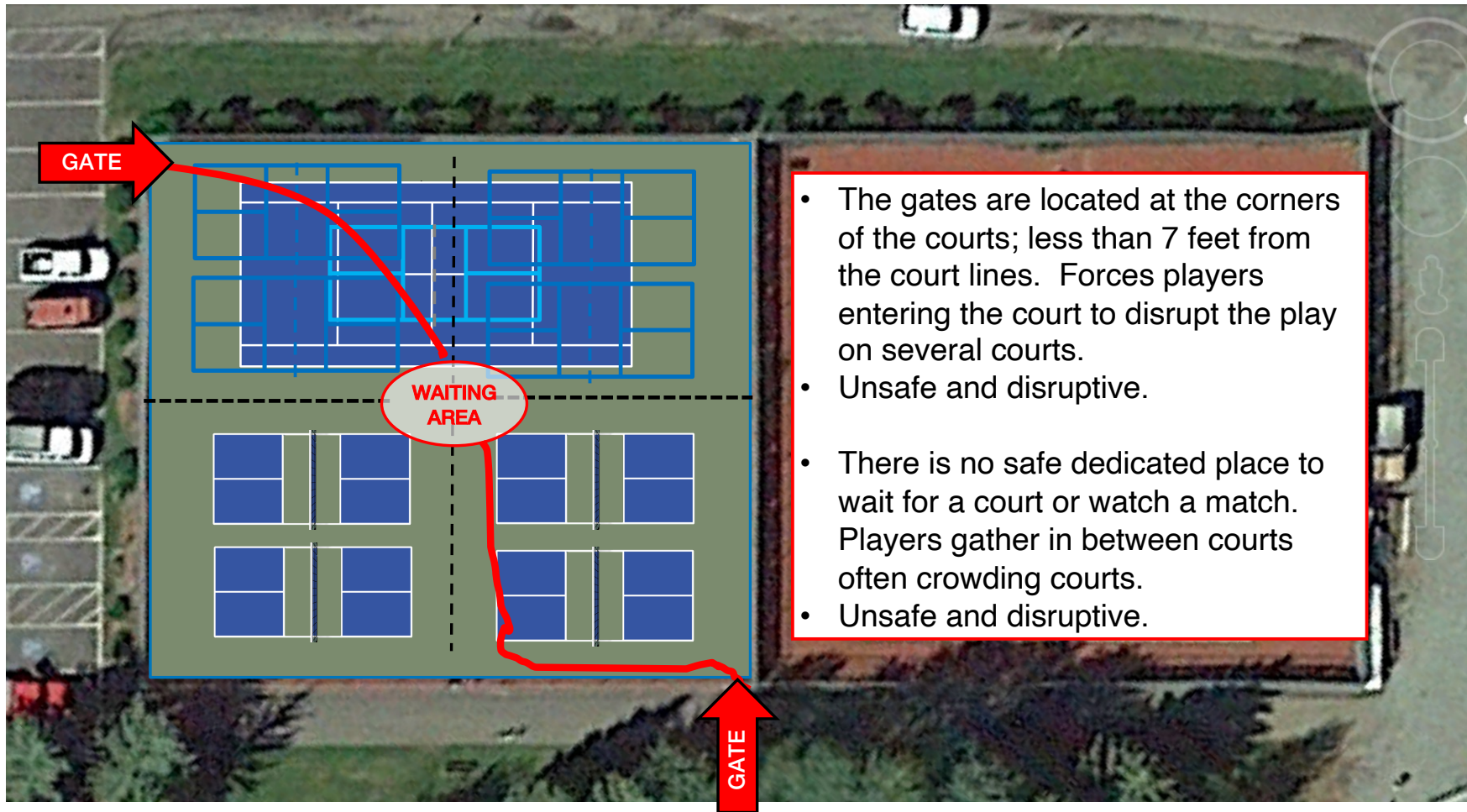
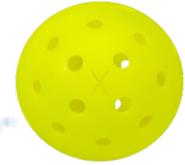
25% MIXED USE  
25% PICKLEBALL

50% TENNIS



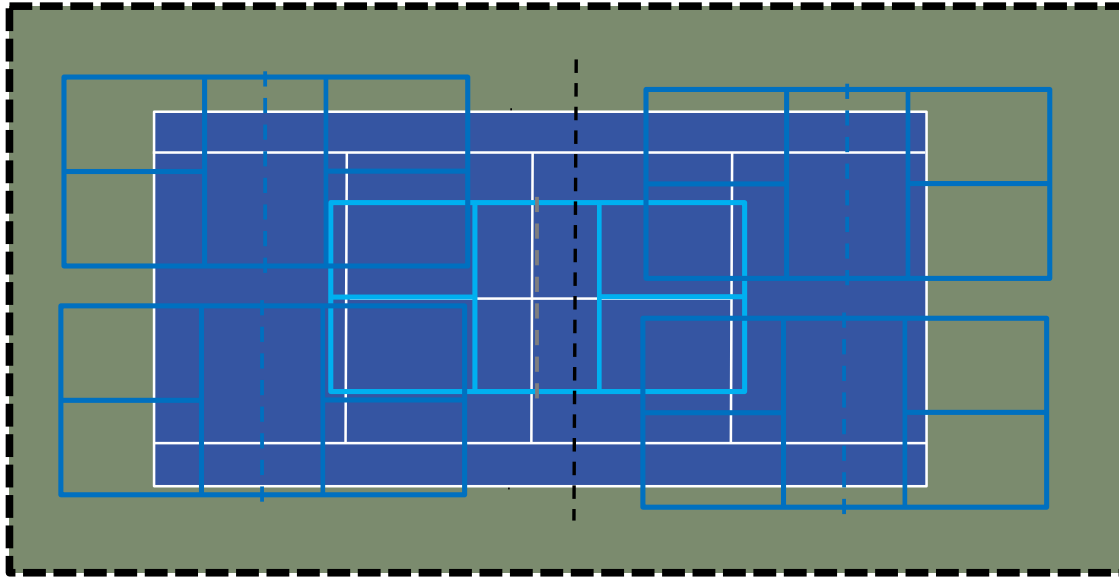
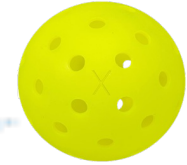


## CURRENT ISSUES AT ATKINSON PARK





## CURRENT ISSUES AT ATKINSON



### LINES ON THE MIXED-USE COURT

- The mixed-use courts have multiple lines with 5 pickleball court lines & 1 tennis court lines making it confusing to play on and very troubling for beginner Tennis or Pickleball players.
- Courts are full during drop in with long wait lines to play. Players will often show up and not have a court to play on.
- The mixed-use courts are **RARELY USED FOR TENNIS.**



PLAYERS WAITING TO PLAY BUT ELECTING NOT TO PLAY ON MIXED LINED COURT

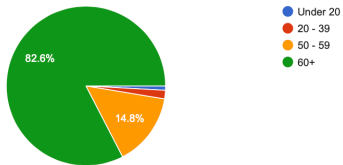


# POLLING RESULTS: 115 Responses

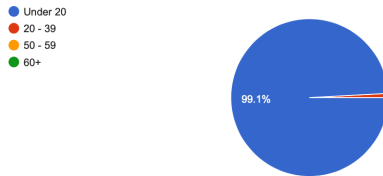


## DEMOGRAPHICS: 50+ years old, live in Ketchum, play pickleball

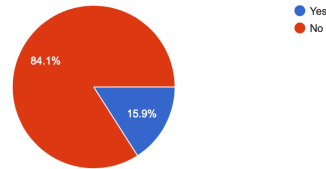
1. What is your age?  
115 responses



2. Do you live in the Wood River Valley in the summer?  
115 responses



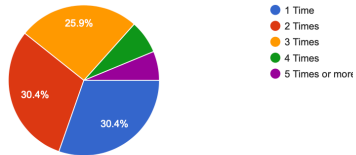
3. Do you play tennis regularly?  
113 responses



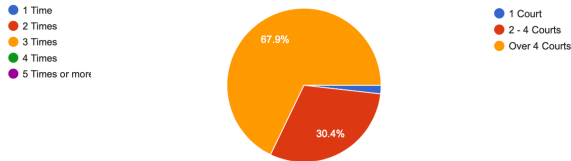
## ACTIVITY/USE: Play Pickleball at AP often, PB courts were full and multi-use court rarely used for Tennis

Please answer the following questions about **LAST SUMMER** pickleball play

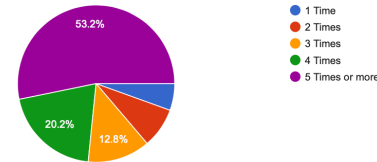
9. How many times per week did you play Pickleball at Atkinson Park?  
112 responses



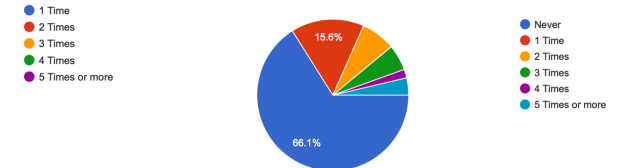
10. On average, how many Pickleball courts were being used at Atkinson Park courts when you were playing? (please give your best estimate)  
112 responses



11. Last summer, how many times in a typical week would you say that all four dedicated Pickleball courts were being used at Atkinson Park?  
109 responses

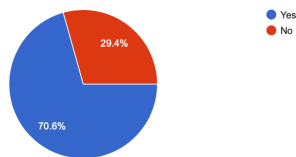


3. Last summer, how many times a week do you remember the mixed used overflow court (the courts with both tennis and pickleball lines) being used for ENNIS at Atkinson Park? ?  
09 responses

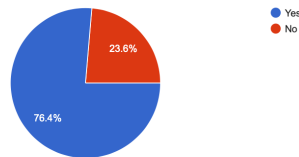


## SAFETY: 70 %+ think the current layout is disruptive and unsafe

19. Did you feel it was unsafe or distracting for players to wait in between the permanent and mixed used overflow pickleball courts at Atkinson Park?  
109 responses



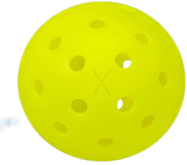
20. Did you feel it was unsafe and or distracting to play when players entered your court from the side or rear gates at Atkinson Park?  
110 responses







## PROPOSED IMPROVEMENTS AT ATKINSON



50% PICKLEBALL

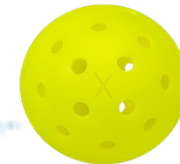
50% TENNIS



1. Lower the fence on park side and provide a single safe entrance gate to courts.
2. Provide a patio area for players waiting to play and spectators.
3. Resurface the mixed-use court with dedicated pickleball lines with new nets to match existing nets.



## PROPOSED IMPROVEMENTS AT ATKINSON



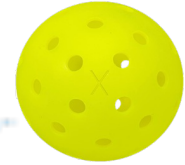
### THE CHALLENGE OF PROGRAMING PUBLIC SPACE

- We understand that recreational space management demands a balance between providing flexible space and fulfilling a demand for specific activities
- It's important to have flexible space for youth programing because kids create play in different ways. For adults it is important to have specific facilities because it is easier and safer for the older population to have clearly defined courts.
- Flexible spaces have value, however when a flexible space is not being used, is not meeting any demand, then it's time to look at better use of such a limited resource.
- After 2 years of having the mixed-use court with multiple lines, this court has shown that it is not meeting the needs of either Tennis players or Pickleball players





## SUGGESTED IMPROVEMENTS AT ATKINSON



### THE CHALLENGE OF PROGRAMING PUBLIC SPACE

- The mixed-use courts are rarely used for tennis. Pickleball players that have access to other courts will often choose to leave than play on mixed-use lined courts.
- Resurfacing the mixed-use court for pickleball will not reduce the functionality of the court in the future. The nets can still be moved. If the demand changes, so can the court. In the meantime, resurfacing the court will meet the growing demand for high quality public pickleball courts in Ketchum.

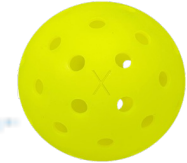
**After all what is the the point of having flexible space if it's not being used?**



**THE MULTIPLE LINES MAKE IT DIFFICULT FOR BEGINNERS AND PLAYERS ON ALL AGES**



## ESTIMATED BUDGET FOR IMPROVEMENTS



|                                                      |                 |
|------------------------------------------------------|-----------------|
| Lower park side fence and new entry gate*            | \$5,000         |
| Paved patio waiting/viewing area* (approx. 17 x 25') | \$15,000        |
| Resurface southwest court                            | \$15,000        |
| Four new steel movable nets                          | \$10,000        |
| <hr/>                                                |                 |
| <b>TOTAL</b>                                         | <b>\$45,000</b> |
| <b>Private donations through the WRPA</b>            | <b>\$30,000</b> |
| <b>Allocation of City funds</b>                      | <b>\$15,000</b> |

**67% Private Donation - 33% Public Funding  
to create a great public amenity**

\*All proposed improvements to be approved in detail by John Kearny  
for exact placement and materials



## City of Ketchum

February 6, 2023

Mayor Bradshaw and City Councilors  
City of Ketchum  
Ketchum, Idaho

Mayor Bradshaw and City Councilors:

### **Second Reading of Ordinances #1244 Related to a May Local Option Tax Election**

#### Recommendation and Summary

During the January 3<sup>rd</sup> meeting, staff reported feedback from several resident and business owner focus groups related to options for a potential Local Option Tax ballot question on the upcoming May election. The Council narrowed the options down to two and directed staff to hold another series of public outreach efforts (focus group, open house & online survey). Based on the feedback, Mayor Bradshaw is recommending a second reading of Ordinance 1244. Staff is recommending minor adjustments to the ballot language based on feedback since the last Council meeting.

**"I move to approve the second reading of Ordinance 1244 by title only."**

The reasons for the recommendation are as follows:

- Ordinance 1244 seeks voter approval to extend the existing one percent for Air Local Option Tax for five years but with a new distribution of one-half percent dedicated to air service and one-half percent to housing
- This would result in no tax increase but dedicated ongoing funding for implementation of the Ketchum Housing Action Plan.

#### Introduction and History

During the spring of 2022, the city in collaboration with the public, business owners and valley partners (non-profits, governmental) completed the inaugural Housing Action Plan. The plan set forth five strategic goal areas with specific objectives and associated program investments. The plan will be updated annually with public input to inform the next fiscal year budget.

Due to existing limited funds, the City Council approved a May 2022 election to request voter approval of a dedicated Local Option Tax funding source to implement the plan. It is important to note, the plan was envisioned to address funding gap areas in partnership with existing valley non-profit and philanthropy groups. While there was strong voter support for the measure, it did not reach the required 60% approval threshold.

#### Sustainability Impact

Local community housing reduces vehicular trips and associated carbon footprint.

### Financial Impact

The only current dedicated funding source for community housing is the In-Lieu Housing Fund, which is currently fully committed to the local match for the Bluebird Village housing project. The Urban Renewal Agency has recently requested a \$1.5 million partnership match for the Washington Street housing project. The development team has also requested reimbursement for their planning/building application fees as well as impact fees.

### Attachments

Ordinance #1244 (tracked changes)

Ordinance #1244 (clean)

**CITY OF KETCHUM  
ORDINANCE NUMBER 1244**

AN ORDINANCE OF THE CITY OF KETCHUM, IDAHO, AMENDING ORDINANCE 1166 AS PREVIOUSLY AMENDED, WHICH PROVIDES FOR THE IMPOSITION OF LOCAL OPTION TAXES (LOT); PROVIDING FOR A BALLOT; PROVIDING FOR EXTENSION OF THE LOT AND AMENDMENT OF PURPOSES; PROVIDING FOR ALLOCATION OF THE LOT; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR PUBLICATION; PROVIDING A REPEALER CLAUSE; AND PROVIDING FOR AN EFFECTIVE DATE.

**WHEREAS**, the City of Ketchum is authorized to collect local option taxes pursuant to Ordinance 712 and Ordinance 1090, and 1108.

**WHEREAS**, the City of Ketchum has determined it is in the best interests of the public to amend Ordinance 1166 to add an additional authorized use of the local-option, non-property taxes, Workforce Housing Provision and Support and split the LOT equally between purposes. The local-option, non-property taxes outlined in Ordinance 1166 are collected for the purpose of maintaining and increasing commercial air service as set forth in the ballot.

**NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND THE CITY COUNCIL OF THE CITY OF KETCHUM, IDAHO:**

**SECTION 1.** The following ballot shall be submitted to the registered voters of the City of Ketchum at the May 16, 2023 election and Ordinance 1166 shall be amended as provided for in the ballot provided that the ballot is approved by sixty percent of the registered voters that vote on such ballot:

**SPECIAL NON-PROPERTY TAX ELECTION**

**CITY OF KETCHUM  
STATE OF IDAHO**

**1% Local Option Tax**

Shall the City of Ketchum adopt Ordinance No. 1244 amending previously voter approved Ordinance 1166 which provides for the collection of a one percent (1%) local non-property tax to maintain and increase commercial air service to Friedman Memorial Airport through promotion and minimum revenue guarantees. There is no proposed increase in existing local option taxes.

Ordinance No 1244 proposes the following changes:

1. Extension of the existing 1% local option non-property tax for a period of five years from its effective date of July 1, 2023.
2. Half of the one percent to be allocated for the ongoing purpose of preservation [and support](#) of air service

3. Half of the one percent to be allocated solely for the purpose of preservation and creation of workforce housing.

This is an extension of the existing one percent local option tax with a modified allocation of purposes. There is no proposed increase in existing local option taxes.

**Half of the One Percent (0.5%) for Air Service and Half of the One Percent (0.5%) for Workforce Housing**

|                 |   |                          |
|-----------------|---|--------------------------|
| <b>IN FAVOR</b> | → | <input type="checkbox"/> |
| <b>AGAINST</b>  | → | <input type="checkbox"/> |

Ordinance No. 1244 was adopted by the Ketchum City Council on \_\_\_\_\_, 2023, but will only be effective upon approval of sixty percent of the registered voters that vote on this ballot.

**SECTION 2. SEVERABILITY CLAUSE.** If any paragraph, part, section, subsection, sentence, clause or phrase of this Ordinance is for any reason held to be invalid for any reason by a court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance.

**SECTION 3. PUBLICATION.** This Ordinance shall be published once in the official newspaper of the City.

**SECTION 4. REPEALER CLAUSE.** All City code sections, ordinances or resolutions or parts thereof, which are in conflict herewith are hereby repealed.

**SECTION 5. EFFECTIVE DATE.** This Ordinance shall be in full force and effect on July 1, 2023, after voter approval, passage by City Council and Mayor, and publication according to law.

PASSED BY THE CITY COUNCIL OF THE CITY OF KETCHUM, IDAHO, and approved by the Mayor this \_\_\_ day of \_\_\_\_\_ 2023.

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

ATTEST:

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

City of Ketchum Ordinance No. 1244



**CITY OF KETCHUM  
ORDINANCE NUMBER 1244**

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| <b>IN FAVOR</b> | → | <input type="checkbox"/> |
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PASSED BY THE CITY COUNCIL OF THE CITY OF KETCHUM, IDAHO, and approved by the Mayor this \_\_\_ day of \_\_\_\_\_ 2023.

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

ATTEST:

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

City of Ketchum Ordinance No. 1244