



CITY OF KETCHUM, IDAHO

CITY COUNCIL

Monday, July 01, 2024, 4:00 PM

191 5th Street West, Ketchum, Idaho 83340

AGENDA

PUBLIC PARTICIPATION INFORMATION

Public information on this meeting is posted outside City Hall.

We welcome you to watch Council Meetings via live stream.

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

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

- Join us via Zoom (*please mute your device until called upon*)

Join the Webinar: <https://ketchumidaho-org.zoom.us/j/86987851517>

Webinar ID:869 8785 1517

- Address the Council in person at City Hall.
- 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:

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

2. Recommendation to approve minutes of June 17, 2024 and June 18, 2024- City Clerk Trent Donat
3. Authorization and approval of the payroll register - Finance Director Brent Davis
4. Authorization and approval of the disbursement of funds from the City's treasury for the payment of bills - Finance Director Brent Davis
5. Recommendation to review and approve the Cedars Townhomes Subdivision Preliminary Plat – Associate Planner Paige Nied

- [6.](#) Recommendation to review and approve the First Chair Building Condominium Subdivision Final Plat - Senior Planner Abby Rivin
- [7.](#) Recommendation to approve Alcohol Beverage Licenses - Business and Tax Specialist Kelsie Choma
- [8.](#) Recommendation to approve Right-of-Way Encroachment Agreement 24916 for the placement of a non-heated paver driveway in the public right-of-way on Edelweiss Avenue - City Engineer Robyn Mattison

NEW BUSINESS:

- [9.](#) Council direction regarding road closures for 5850 Fest World Cup Finals events - Community Engagement Manger Daniel Hansen
- [10.](#) Recommendation to review and discuss the three-year review of the Historic Preservation Commission and future activities - Director of Planning and Building Morgan Landers
- [11.](#) FY2025 Budget Workshop Follow-up - City Administrator Jade Riley and Finance Director Brent Davis

EXECUTIVE SESSION:

12. Pursuant to Idaho Code 74-206(1) (f) Communicate with Legal Counsel regarding pending or probable litigation and (b) Personnel.

ADJOURNMENT:

Cyndy King

From: Diane Scurlock <dscurlock22@gmail.com>
Sent: Monday, June 17, 2024 4:46 PM
To: Spencer Cordovano; Tripp Hutchinson; Neil Bradshaw; Amanda Breen; Participate; Jade Riley
Subject: Proposed FY25 Community Housing Fund Budget concerns

Follow Up Flag: Follow up
Flag Status: Flagged

I have reviewed the Proposed FY25 Budget and have the following concerns and comments as they apply to Housing (Pages 68- 69).

1. The increase in salaries from FY24 by \$268K to \$693K in FY25 seems exorbitant. The salaries comprise 39% of the total Housing expenditure budget of \$1762K. The other personnel expenses under Housing include Professional Services (\$75K), Lease to Locals Professional Services (\$100K), and Lift Tower Lodge Professional Services (\$89K) totaling \$264K. The total budget for personnel expenses is therefore \$957K which equates to 54% of the total Housing budget. It seems as though a bureaucracy is being built up to spend the majority of the fund, versus trying to reduce housing costs. The FY25 Budget Highlights description includes pilot projects. Why would you hire additional salaried personnel for pilot projects?
2. Why have reimbursements to BCHA been reduced from FY24 to FY25 by \$392K? Housing, employment and services are entire Wood River Valley issues, and should be treated as such. The tiny town of Ketchum does not, and should not, be treated alone as if there needs to be barriers between our small towns in our Wood River Valley community. Having the BCHA (which was created because the affordable housing need was identified in the 1997 Ketchum-Blaine County Housing Needs Assessment) address affordable housing for Ketchum, Sun Valley, Hailey and Bellevue reduces the overhead costs versus each city addressing housing separately.
3. We need to figure out how to subsidize housing to those who provide necessary services to our valley residents—educators, health care providers, senior citizen aid workers, police and emergency service providers, etc. There are definitely limited funds to do this. Thousands, if not millions, of people would love to live in Ketchum, but they can't because of simple economics of supply and demand of housing, making our housing unaffordable to the vast majority. To provide subsidized housing to the broad category of 'full-time residents' versus those serving our communities will use up funding quickly and not achieve an improvement to our community.

Thank you for considering my input and answering my questions.

Sincerely,

Diane Scurlock
dscurlock22@gmail.com

Sent from [Mail](#) for Windows

Cyndy King

From: Kerry Sharp <kerry@niobraragroup.onmicrosoft.com>
Sent: Tuesday, June 18, 2024 10:19 AM
To: Spencer Cordovano; Tripp Hutchinson; Neil Bradshaw; Amanda Breen; Participate; Jade Riley
Subject: City Budget 2025

I note from reading the mayor's introductory comments to the 2025 budget that – “after core services the budget allocates the remaining discretionary funds to focus on three main areas:

1. Housing
2. Preserving Character
3. Investing in our city's Infrastructure.

I will keep my comments and input here brief:

Our city's DISCRETIONARY FUNDS should be focused on INVESTING in our city's INFRASTRUCTURE.

We are all familiar with hearing and reading about other city's dire problems with aging/failing infrastructure. Nearly always that has proved to spring from years and years of underinvestment in sustaining/maintaining/improving essential elements of basic infrastructure. The old adage holds – “You can pay now or pay later.” And pay later is much more costly.

KERRY SHARP

Cyndy King

From: City of Ketchum Idaho <participate@ketchumidaho.org>
Sent: Friday, June 21, 2024 10:05 AM
To: Participate
Subject: Form submission from: Contact Us

Follow Up Flag: Follow up
Flag Status: Flagged

Submitted on Friday, June 21, 2024 - 10:05am

Submitted by anonymous user: 68.227.52.254

Submitted values are:

First Name Ellie
Last Name Norman
Email enorman@comlib.org
Question/Comment

Hello, I work at the Wood River Museum and frequently have to cross 4th St E & Walnut Ave to get to the Community Library (which the museum is a part of). There are only 2 stop signs on each side of Walnut Ave but I think safety of pedestrians could really be improved if that intersection was a four way stop. I thought reaching out here could be a first step and would love more information on how to work towards installing two more stop signs at that intersection.

The results of this submission may be viewed at:

<https://www.ketchumidaho.org/node/7/submission/12167>

Cyndy King

From: City of Ketchum Idaho <participate@ketchumidaho.org>
Sent: Thursday, June 20, 2024 8:09 PM
To: Participate
Subject: Form submission from: Contact Us

Follow Up Flag: Follow up
Flag Status: Flagged

Submitted on Thursday, June 20, 2024 - 8:08pm

Submitted by anonymous user: 70.171.139.73

Submitted values are:

First Name Karen
Last Name Cox
Email kzcox@yahoo.com
Question/Comment

Disgusting! Needed to get to Pickett Fence today, no parking in 5 block radius! So they lost out on a sell. Needed to go grocery store, no parking in a 5 block radius. I am a full time resident and God forbid what' this mayor and council has done to this town. Just wait till Bluebird gets finished,. Shame on you! I

The results of this submission may be viewed at:

<https://www.ketchumidaho.org/node/7/submission/12166>

Cyndy King

From: peter tynberg <pltynberg@gmail.com>
Sent: Tuesday, June 25, 2024 8:09 AM
To: Participate
Subject: For Public Comment at the 7/1/2024 City Council Meeting
Attachments: Assessment District for New Drainage Plan.rtf

Please include the remarks in the attachment below in the Public Comment Section for the City Council Meeting on 7/1/2024.

Thanks,
Peter Tynberg
500 Wood River Drive
760-831-2266

As communities develop over time problems arise and are usually dealt with as simply as possible. However occasionally long term consequences of those easy solutions do not become apparent until they become significant. The drainage plan for West Ketchum is an example of such a situation.

Over ninety years ago unwanted water from stormwater and snow melt needed to be disposed of in downtown Ketchum, and the simplest solution was to use culverts along and across streets to divert the water downhill towards the Big Wood River. When a property owner needed a permit the city required that the property owner accept an easement for the needed culvert. Over the past 90 years as more development occurred a system of culverts transported larger and larger amounts of unwanted water toward the Big Wood River. Federal and state laws prohibited this water being deposited directly into the Big Wood River because of possible contamination. Therefore, the system of culverts ended in depositing the water onto the properties that bordered the Big Wood River. The soil of these properties was intended to filter out the contaminants and thus clean the water before it ended in the river.

As water runs to lowest elevation that it can find, a large portion of this water ended on the three parcels on Wood River Drive with the lowest elevation. In the past 50 years these dry properties were turned into wetlands. As time goes on with further development in West Ketchum, this impaction of this wetlands with more unwanted water will only get worse. With further development containing more roads, more driveways, and more structures there will be less and less exposed soil to absorb the unwanted water. This will result in more water being deposited in this wetlands. The Ketchum treatment plant is unable to handle this additional load of unwanted water at present.

Thousands of parcels in West Ketchum are deriving benefit by disposing of their unwanted stormwater and snow melt. A new drainage plan for West Ketchum is sorely needed, and an assessment district composed of all the properties that will benefit from this plan is the proper solution.

Cyndy King

From: City of Ketchum Idaho <participate@ketchumidaho.org>
Sent: Thursday, June 27, 2024 5:57 PM
To: Participate
Subject: Form submission from: Contact Us

Submitted on Thursday, June 27, 2024 - 5:57pm

Submitted by anonymous user: 184.177.142.104

Submitted values are:

First Name Pat
Last Name Magoo
Email packinpizza@yahoo.com
Question/Comment
Hello!

Concerned citizen here, I thought I would put my voice out there as I'm sure others have had the same response. Warm Springs road feels like it's turning into an e-bike highway. Underage kids are riding their e-bikes with 2-3 kids deep on them at 30mph down the middle of the road, treating them like they're motorcycles, or even worse, 30mph down the bike path. We're now having to change our depth perception when turning on and off Warm Springs road because the bikes are coming fast! Can we get some sort of regulation on these things? The side-by-sides are getting out of control as well, driving down our dead-end street just to turn around, and those things are LOUD.

I appreciate you reading my complaint. I hate having to do this but hopefully it saves a life down the road!

Pat

The results of this submission may be viewed at:

<https://www.ketchumidaho.org/node/7/submission/12176>

Cyndy King

From: Susan Desko <sdesko@susandesko.com>
Sent: Monday, July 1, 2024 11:27 AM
To: Participate
Subject: Town Square / Visitor Center "Refresh Only"

I attended the last City Council meeting on June 17th regarding the Ketchum Town Square / Visitor Center Refresh Project.

I was listed in the GGLO published presentation packet and referenced in the GGLO oral presentation as one of the project stakeholders.

1. On August 11, 2023, I met with GGLO representative Mark Sindell for approx 1.5 hours "on-site" at the Visit Sun Valley / Starbucks / Town Square. I shared the background of my design/build involvement with the 2011 "Refresh" of the "Visitor Center / Starbucks" building. I also shared my knowledge of both the short term and long term maintenance issues related to the building.
2. On June 7, 2024, I participated in a phone discussion with GGLO representative Mark Sindell and the Starbucks proprietors for approx 30 minutes. During this call, we outlined the key components of a "refresh" approach.
3. On both occasions, GGLO representative Mark Sindell expressed an interest to have an ongoing dialogue throughout the project process.
4. On June 13th, I downloaded the meeting packet and reviewed the published presentation slides submitted by GGLO.
5. On June 17th, I attended the City Council Meeting to learn further insights regarding options "A, B, and C" proposed by GGLO.

As one of the project stakeholders, and upon thorough considerations I offer the following:

1. GGLO "Misses the Mark"
2. City Council Members got it right voting for a "Refresh Only"

I commend the City Council members for understanding that one of the most important tasks of our age is looking after what already exists and in the name of sustainability developing and augmenting it with studied care.

During the June 17th City Council meeting, Councilor Tripp Hutchinson proposed an on-site field trip to further develop and refine a "Refresh Only" approach.

I would welcome the opportunity to attend a scheduled "FieldTripp" at the intersection of Small Town Big Life and share the background of how a small community came together in 2011, created their own community living room in 13 weeks, how it was inspired by locals, built by 200 local volunteers and donors and shared with visitors 363 days a year.

Thank-you for your vote to "Refresh Only",
Architect Susan Desko AIA

Cyndy King

From: Hayden Seder <haydenseder@gmail.com>
Sent: Monday, July 1, 2024 11:31 AM
To: Participate
Subject: Comments re: new housing proposal in Sushi lot

Hello,

I'm writing in to share my opinion on the new proposed housing project on the lot behind Sushi. Firstly, it seems a bit early to be proposing a new project like Bluebird when Bluebird hasn't even been filled yet and we have yet to see how people will react once it is (particularly in terms of parking around the area). It seems like jumping the gun a bit. Secondly, it also seems a bit early to be proposing getting rid of a parking lot when the Main Street project hasn't finished and we have yet to see how losing all those spots will affect people's ability to park. While I know Ketchum would love to envision itself as a place where people bike and walk instead of drive cars, that's simply not the reality: even if locals bike or take busses, they still have cars and those living downtown (like in this new proposed development) will need somewhere to park them (and that's in addition to the tourists who need to park, as well as though who live in the South Valley who want to come up to Ketchum). I've talked to people who say that people will just need to park farther away and walk a few blocks, but finding a spot within a few blocks of Main Street is more a one-off thing; this proposed building will remove many spots. And for those who argue that they always see this lot half-empty, I would imagine that will be less true with the loss of the spots on Main Street and other developments.

In general, I'm very supportive of new housing, especially since the more people can be employed in Ketchum, the less people have to drive up and down the highway, contributing to the good-awful traffic. I just think it's a bit early to start this one, at least without more information/votes/data.

--



Cyndy King

From: Ron Parsons <captronpar@icloud.com>
Sent: Monday, July 1, 2024 12:20 PM
To: Participate
Subject: Forest Service Park.

Please leave the FS Park as is. It needs a facelift... painting, paver work, general landscaping. Let's preserve what little is left of old Ketchum. Thanks.

Sent from my iPhone

Dear City Council Members:

Last meeting you were presented with a plan to “refresh” Ketchum Town Square. Thank you for your insightful decision to not move ahead with any of the plans presented. Next year it will be 15 years since the KTSQ was created turning a decaying parking lot into a vital and much needed community resource—a true town square. This was accomplished by 18 citizen volunteers over the course of 9 months. 96 citizens and part time homeowners donated \$425,000 to support the vision for a public square in the heart of our community. As a volunteer with the Ketchum Community Development Corp. I lead the team that designed, fundraised, and got the square constructed.

Yes, almost 15 years later the KTSQ needs a refresh. Unfortunately, the plans submitted by the consultant GGLO failed to achieve the refresh. Not only did they not solve some of the main issues but they also failed to respect what we, the citizens, accomplished. They proposed replanning the square, changing the entries that make it so accessible, planting trees where they do not provide any shade to the sitting areas, and in the name of sustainability...pulling out the existing trees and replacing all the well-functioning pavers.

Above all they failed completely to understand the function of a town square. When we designed the square, we consulted with Susan Crowhurst Lenard—the foremost authority on the history and used town squares and livable cities. A Town Square is a public civic space that belongs to the citizens of the town. It is designed for both everyday use and special celebrations, events, significant to the culture and history of the town. It is a place where visitors can come and partake in our culture. It is a place that citizens can come sit, talk, meet without paying for a table and space. This public ownership provides the opportunities for random encounters, where friends can meet, and people can make new friends. Chairs can be pulled up, benches moved together and conversations begun.

Town Squares are where democracy was born. Some have said the vibrancy of democracy is dependent on public citizen owned places.

There was a single afternoon survey conducted on town square last summer. It was flawed in that it provided no context or educational component to the history and purpose of a square. Based on this survey and some equally poor Survey Monkey results the consultants proceeded to propose a design that ignores the context and intent of the square.

Town squares are open flexible spaces for the community to fill their casual activities. Town squares are not grassy areas or kid’s playgrounds. The Little Park is only 2 blocks away. The consultants proposed a splash park feature. There is a splash feature at Memory Park only 3 blocks away and another at Atkinson Park. Town squares do not have large lawn areas for picnics. We already have Lucy Logan Park, Rotary Park, and Atkinson Park for that. Town squares are not for private work areas. The library plaza provides for that. The proposal would tear up our beloved town square and attempt to provide a little bit of everything and in the end destroy the essence of how it really works.

Yes, after 15 years the features could use a refresh. There might be a need for more restroom facilities. More shade would make it more pleasant in the summer months. The benches, tables, chairs and other features would benefit with some upgrades. Above all the features that were donated need to be maintained...the water sculpture, the dog watering pump, the firepit need to work. What we don't need is to tear out and fundamentally change what is working very well and what the donors paid for.

I urge you to not provide any further funding to the consultants, GGLO. GGLO failed to effectively reach out to stakeholders. Many of the stakeholders listed felt they were not heard. A representative of GGLO met with me for an introductory meeting last August, and despite several promises to reach out to get my feedback, never contacted me again. They failed to understand the history of the square, the context of our town, and the culture that makes us a community.

Thank you for your consideration.

Dale Bates

Former Leader of the Town Design Team
of the Ketchum Community Development Corporation

Friday, June 14, 2024

Neil Bradshaw, Mayor

Amanda Breen, Council President

Courtney Hamilton, Councilor

Spencer Cordova, Councilor

Trip Hutchinson, Councilor

RE: Payment in lieu of Housing, 108-110 Ritchie

Dear Leadership,

I would like to share with you this example of a proposed development and how the Ketchum's' current zoning has sometimes unintended negative consequences in regard to increasing rental housing market.

In 2022, the two lots were allowed to be merged into one large lot. I believe this was the first misstep, if the goal is encouraging development of modest rental housing. When the lots were merged, the neighborhood original design is compromised and changed. The developer is now dealing with a much larger building envelop. If the lots were not merged the developer would have had to focus on smaller more modest housing like the surrounding neighborhood condos.

In 2024, the developer has submitted a plan that includes a payment in lieu of housing. Our warm springs neighborhood has a **FAR of .5**. The developer is planning a **FAR of 1.36** this is more than two and a half times the FAR of the existing community. **Zoning is not just for new buildings. It also exists to protect existing home owners!**

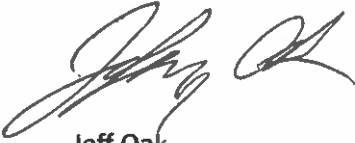
Proposed 12 new units has a gross square foot of 39,725 (average 3,310 sq, ft, per luxury unit) This is a gigantic increase above the permitted FAR by 25,161 square feet (.5 FAR)

The payment is for only 20% of the increase 5032 square feet reduced by a further 15% for net livable 4,277 SF x 550 = \$2,352,555. I don't know the right answer, but this seems inexpensive to allow someone to build at 2 ½ times over existing zoning? The market benefit to the builder adds sellable floor space which is currently valued at \$800 to \$1000 per sq ft x 25,161. (The payment in lieu of adds \$22 million into the developers' pocket, minus construction costs.

My argument is that if the zoning was left at .5 FAR and the payment wasn't allowed, we would end up with much more modest housing of 12 units (39,725sf – 25,161sf) sized at 1,200 sf each would have a much better chance of adding to the rental market. I have neighbors on all four sides of this lot that live and work here in Ketchum, the proposed development will be sized and priced to a different market of luxury home owners. Yes, the 2.3M is a nice addition to housing funding, but if the goal is to actually

build units that people can afford or that will end up being part of the rental market, this project is currently another lost opportunity if it proceeds as planned.

Thank you for taking the time to consider another viewpoint,

A handwritten signature in black ink, appearing to read 'Jeff Oak', with a stylized flourish at the end.

Jeff Oak

PO Box 4316

Ketchum, Idaho 83340

Jeff.oak11@gmail.com



CALL TO ORDER: *(00:0:06 in video)*

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

ROLL CALL:

Mayor Neil Bradshaw
Spencer Cordovano
Courtney Hamilton
Amanda Breen
Tripp Hutchinson

ALSO PRESENT:

Jade Riley—City Administrator
Trent Donat—City Clerk & Business Manager
Brent Davis—Finance Director
Ben Whipple—Senior Project Manager
Morgan Landers—Planning and Building Director
Paige Nied—Associate Planner
Mark Sindell—GGLO

COMMUNICATIONS FROM MAYOR AND COUNCIL:

- Neil Bradshaw commented on the Mayor’s Missive, where it had been mentioned a discussion of the Historic Preservation Commission at today’s meeting. However, that will be discussed at a later date. *(00:00:37 in video)*
- Spencer Cordovano disclosed he had chatted with George and Jane Rizzo at the Visitor Center/Starbucks, while looking over today’s packet. *(00:01:05 in video)*
- Neil Bradshaw reminded everyone that Ketch’em Alive begins tomorrow night at Forest Service Park at 6:30 PM. He also reminded those that like pickleball of the party tomorrow night at 6:00 PM at the recreation center. *(00:01:17 in video)*
- Courtney Hamilton commented on the Farmers Market now being open on Wednesdays. *(00:01:49 in video)*

CONSENT AGENDA:

Motion to approve the consent agenda. *(00:02:09 in video)*

MOVER: Courtney Hamilton

SECONDER: Tripp Hutchinson

AYES: Tripp Hutchinson, Courtney Hamilton, Spencer Cordovano, Amanda Breen

RESULT: ADOPTED UNANIMOUS

NEW BUSINESS:

9. CIP Projects update.

Introduced by: Neil Bradshaw (00:02:26 in video)

Presented by: Ben Whipple (00:2:51 in video)

Comments, questions, and discussion by council. (00:27:27 in video)

GGLO joins the presentation.

Introduced by: Jade Riley (00:29:11 in video)

Neil Bradshaw Commented (00:35:51 in video)

Comments, questions, and discussion by council. (00:36:29 in video)

Continued Presentation by: Mark Sindell (00:38:34 in video)

Jade Riley added comments. (00:52:21 in video)

Comments, questions, and discussion by council. (00:53:55 in video)

Town Square Presentation: by Mark Sindell (01:23:31 in video)

Comments, questions, and discussion by council. (01:29:34 in video)

Ben Whipple joined the discussion. (01:56:02 in video)

Jade Riley joined the discussion. (01:57:00 in video)

Juerg Stauffacher joined the discussion. (02:04:41 in video)

Streets Presentation: by Ben Whipple (02:07:41 in video)

Forest Service Park Presentation: by Ben Whipple (02:17:27 in video)

Joined by: Jade Riley (02:19:22 in video)

Comments, questions, and discussion by council. (02:20:53 in video)

10. Budget Workshop Agenda Review.

Presented by: Brent Davis and Jade Riley. (02:41:40 in video)

Questions, comments, and discussion by council members. (02:43:11 in video)

ADJOURNMENT:

Motion to adjourn. (02:46:57 in video)

MOVER: Spencer Cordovano

SECONDER: Amanda Breen

AYES: Spencer Cordovano, Tripp Hutchinson, Courtney Hamilton, Amanda Breen

RESULT: UNANIMOUS

Neil Bradshaw, Mayor

ATTEST:

Trent Donat, City Clerk



CITY OF KETCHUM
SPECIAL MEETING MINUTES OF THE CITY COUNCIL
Tuesday, June 18, 2024
191 5th St. W Ketchum, Idaho 83340

CALL TO ORDER: *(00:00:14 in video)*

Mayor Bradshaw called the meeting of the Ketchum City Council to order at 9:00 a.m.

ROLL CALL:

Mayor Neil Bradshaw
Courtney Hamilton
Amanda Breen
Spencer Cordovano
Tripp Hutchinson

ALSO PRESENT:

Jade Riley—City Administrator
Brent Davis—Finance Director
Ben Whipple—Senior Project Manager
Trent Donat—City Clerk & Business Manager
Shellie Gallagher—Deputy Treasurer
Morgan Landers—Director of Planning and Building
Carissa Connelly—Housing Director
Daniel Hansen—Community Engagement Manager
Bill McLaughlin—Fire Chief
Jamie Shaw—Chief of Police
John Kearney—Director of Recreation
Gio Tognoni—Water Division Manager
Ramsy Hoehn—Streets Superintendent
Juerg Stauffacher—Facilities Maintenance Supervisor
Mick Mummert—Wastewater Division Manager
Hannah Marshall—Executive Director, Friends of the Sawtooth Avalanche Center
Andrew Mentzer—Sustainability Manager
Wally Morgus—Executive Director, Mountain Rides
Harry Griffith—Executive Director, Sun Valley Economic Development
Colin Frolich—Placemate
Rian Rooney—Housing Fellow

COMMUNICATIONS FROM MAYOR AND COUNCIL:

None

NEW BUSINESS: *(00:0:58 in video)*

FY2025 Budget Workshop
Presented and led by: Jade Riley and Brent Davis

PRESENTATIONS:

1. Local Option Tax—Brent Davis *(00:01:40 in video)*

2. Mountain Rides—Wally Morgus (00:06:37 in video)

Questions, comments, and discussion by council members (00:12:37 in video)

3. Sustainability Program—Andrew Mentzer (00:24:54 in video)

Questions, comments, and discussion by council members (00:30:00 in video)

Recap of meeting thus far—Brent Davis (00:33:32 in video)

4. Funding Requests, specifically Audi FIS Ski World Cup Finals—Jade Riley (00:34:12 in video)

Questions, comments, and discussion by council members (00:35:48 in video)

5. All Funds Overview—Brent Davis (00:43:35 in video)

Joined by Jade Riley—throughout presentation

- Graphic and explanation for Every Tax Dollar—Brent Davis (00:53:21 in video)

Questions, comments, and discussion by council members (throughout the presentation)

6. Department Highlights—Brent Davis (01:06:38 in video)

Questions, comments and discussion by council members and department heads

- Amanda Breen—Personnel question (01:15:41 in video)
- Courtney Hamilton—questions for various departments. (01:21:36 in video)
- Spencer Cordovano—question for Streets department. (01:38:00 in video)
- Tripp Hutchinson—questions for Planning and Building. (01:43:15 in video)
- Tripp Hutchinson—questions regarding legal costs. (01:54:48 in video)

Questions, comments, and discussion by council members regarding legal services. (01:55:57 in video)

***** FIVE MINUTE BREAK *****

7. Additional 1% LOT tax—Brent Davis (02:03:59 in video)

Questions, comments, and discussion by council members regarding LOT tax (02:07:44 in video)

8. Budget Request for Housing—Carissa Connelly (02:16:42 in video)

Questions, comments, and discussion by council members (02:25:05 in video)

9. Capital Improvement Project—Brent Davis (02:54:05 in video)

Questions, comments, and discussion by council members (02:59:53 in video)

Gio Tognoni joined the discussion. (03:05:09 in video)

Jade Riley joined the discussion. (03:06:24 in video)

10. Out-years Summary—Brent Davis (03:11:04 in video)

Questions, comments, and discussion by council members (03:12:11 in video)

Jade Riley joined the discussion. (03:12:59 in video)

Ben Whipple joined the discussion. (03:15:26 in video)

11. Water Fund—Brent Davis (03:16:26 in video)

Questions, comments, and discussion by council members (03:20:33 in video)

Jade Riley joined the discussion. (03:20:58 in video)

12. Wastewater Fund—Brent Davis (03:26:52 in video)

Questions, comments, and discussion by council members (03:31:01 in video)

Jade Riley joined the discussion. (03:32:08 in video)

13. Other Funds—Brent Davis (03:33:08 in video)

Jade Riley joined the presentation. (03:33:45 in video)

14. Neil Bradshaw thanked Shellie Gallagher for her years of service. (03:34:54 in video)

15. Jade Riley advised the council that a summary of the meeting will be emailed out. (03:36:24 in video)

16. Spencer Cordovano mentioned creating dedicated to funding Historic Preservation (03:36:56 in video)

ADJOURNMENT: (03:37:58 in video)

Motion made by: Amanda Breen

Second: Courtney Hamilton

Ayes: Courtney Hamilton, Amanda Breen, Spencer Cordovano, Tripp Hutchinson

Result: Unanimous

Neil Bradshaw, Mayor

ATTEST:

Trent Donat, City Clerk

Report Criteria:

Invoices with totals above \$0 included.
Paid and unpaid invoices included.
[Report].GL Account Number = "0110000000"- "9700000000", "9910000000"- "9911810000"
Invoice Detail.Voided = No,Yes

Vendor Name	Invoice Number	Description	Net Invoice Amount	Purchase Order Number	GL Activity Number
GENERAL FUND					
01-2175-9000 P/R DEDUC PBL--EMP CAF FSA-DC					
NBS-NATIONAL BENEFIT SERVI	CP381807	FSA MAY 2024	440.63		0
Total :			440.63		
LEGISLATIVE & EXECUTIVE					
01-4110-2515 VISION REIMBURSEMENT ACCT(HRA)					
NBS-NATIONAL BENEFIT SERVI	1007652	FSA & HRA ADMIN FEES MAY 2024	19.85		0
01-4110-4800 DUES, SUBSCRIPTIONS & MEMBERSH					
BIGWOOD BREAD, LLC	186821	SANDWICHES FOR BUDGET WORKSHOP	223.14		0
Total LEGISLATIVE & EXECUTIVE:			242.99		
ADMINISTRATIVE SERVICES					
01-4150-2505 HEALTH REIMBURSEMENT ACCT(HRA)					
NBS-NATIONAL BENEFIT SERVI	CP381807	HRA MEDICAL MAY 2024	118.74		0
01-4150-2515 VISION REIMBURSEMENT ACCT(HRA)					
NBS-NATIONAL BENEFIT SERVI	1007652	FSA & HRA ADMIN FEES MAY 2024	68.10		0
01-4150-3100 OFFICE SUPPLIES & POSTAGE					
CDW GOVERNMENT, INC.	RK72882	ADAPTER CABLE	71.20		0
GEM STATE PAPER & SUPPLY	1119597	FOAM SOAP DISPENSER	.00		0
GEM STATE PAPER & SUPPLY	1120198	COFFEE CREAMER	61.91		0
JANE'S ARTIFACTS	062274	COPY PAPER, FILE FOLDERS, NOTEBOOKS, LETTER PADS	505.91		0
NBS-NATIONAL BENEFIT SERVI	1008738	CAFETERIA PLAN DEBIT CARD FEES MAY 2024	18.00		0
WORTH PRINTING	4271	CUSTOM PRINTING ORDER	49.00		0

Vendor Name	Invoice Number	Description	Net Invoice Amount	Purchase Order Number	GL Activity Number
01-4150-4200 PROFESSIONAL SERVICES					
KETCHUM COMPUTERS, INC.	20428	IT SUPPORT - ADMIN	6,808.50		0
US BANK	8603 052524	LATE FEES	2.00		0
CLEARMINDGRAPHICS	6476	WEB DESIGN AND DEVELOPMENT, SECURITY UPDATES	225.00		0
WESTERN RECORDS DESTRUCT	0702829	SERVICES: 050124-053124	67.00		0
BEST DAY HR	45433	SALARY MARKET REVIEW & JOB DESCRIPTION REVIEW / REVISE	15,736.75	23117	0
BEST DAY HR	45433	COMPENSATION STUDY PROJECT	9,163.25		0
SPEED GOAT TECHNOLOGY LLC	2230138	MAY IT SUPPORT	3,915.00		0
01-4150-4400 ADVERTISING & LEGAL PUBLICATIO					
EXPRESS PUBLISHING, INC.	10002196 0430	LEGAL 2ND QTR REPORT	105.12		0
01-4150-4800 DUES, SUBSCRIPTIONS & MEMBERSH					
HAILEY & WOOD RIVER CHAMB	11075	GOVERNMENT ANNUAL DUES	300.00		0
01-4150-5100 TELEPHONE & COMMUNICATIONS					
SYRINGA NETWORKS, LLC	24JUN0322	CITY HALL - 191 W 5TH ST	1,600.00		0
LUMEN	688851705	74754376 052424	.18-		0
01-4150-5110 COMPUTER NETWORK					
KETCHUM COMPUTERS, INC.	20428	IT SUPPORT - ADMIN HARDWARE	3,496.30		0
01-4150-5150 COMMUNICATIONS					
SNEE, MOLLY	2405	MAY RETAINER FEE	3,000.00		0
SNEE, MOLLY	2406	JUNE RETAINER FEE	3,000.00		0
01-4150-5200 UTILITIES					
IDAHO POWER	2203990334 06	131 E RIVER ST, 296 N 1ST AVE LIGHT CNTLR	62.37		0
IDAHO POWER	2206570869 06	171 E RIVER ST	10.54		0
IDAHO POWER	2260077785 06	180 E 1ST WHSE	192.20		0
01-4150-6500 CONTRACTS FOR SERVICES					
ENOURATO, LISA	105	CIP SUPPORT	1,615.00	24052	0
Total ADMINISTRATIVE SERVICES:			50,191.71		
PLANNING & BUILDING					
01-4170-2505 HEALTH REIMBURSEMENT ACCT(HRA)					
NBS-NATIONAL BENEFIT SERVI	CP381807	HRA MEDICAL MAY 2024	900.83		0

Vendor Name	Invoice Number	Description	Net Invoice Amount	Purchase Order Number	GL Activity Number
01-4170-2515 VISION REIMBURSEMENT ACCT(HRA)					
NBS-NATIONAL BENEFIT SERVI	1007652	FSA & HRA ADMIN FEES MAY 2024	19.85		0
01-4170-3200 OPERATING SUPPLIES					
ATKINSONS' MARKET	03878468	SELTZER WATER	13.09		0
01-4170-4200 PROFESSIONAL SERVICES					
CLARION ASSOCIATES LLC	9747	Comp Plan Services	15,307.39		0
CLARION ASSOCIATES LLC	9758	PHASE 2 COMP PLAN AND CODE REWRITE	10,069.96		0
KETCHUM COMPUTERS, INC.	20428	IT SUPPORT - PLANNING & BUILDING	661.50		0
MATTISON, ROBYN	2024.05	CONSULTING FOR MAY	8,408.75		0
01-4170-4220 PROF SVCS-FLOOD PLAIN PROG REM					
HARMONY DESIGN & ENGINEE	24060	18018 KETCHUM SAP REVIEW THROUGH 05312024	1,850.00		0
01-4170-4400 ADVERTISING & LEGAL PUBLICATIO					
COPY CENTER LLC	3249	PUBLIC NOTICE POSTCARDS	359.50		0
COPY CENTER LLC	3260	PUBLIC NOTICE POSTCARDS	136.99		0
EXPRESS PUBLISHING, INC.	10002196 0430	WARM SPRINGS TOWNHOMES	74.52		0
EXPRESS PUBLISHING, INC.	10002196 0430	LIMELIGHT SUBDIVISION	78.20		0
EXPRESS PUBLISHING, INC.	10002196 0430	JOIN THE DISCUSSION	1,216.00		0
EXPRESS PUBLISHING, INC.	10002196 0430	LEWIS BANK CONDOS	65.32		0
EXPRESS PUBLISHING, INC.	10002196 0430	BEAVER SPRINGS	78.20		0
EXPRESS PUBLISHING, INC.	10002196 0430	JOIN THE DISCUSSION	1,216.00		0
EXPRESS PUBLISHING, INC.	10002196 0430	WARM SPRINGS PRESERVE	81.88		0
EXPRESS PUBLISHING, INC.	10002196 0430	HERBIES LAUNCHING PAD	70.84		0
EXPRESS PUBLISHING, INC.	10002196 0430	JOIN THE DISCUSSION	869.50		0
ALBOUM TRANSLATION SERVIC	1-24159	TRANSLATION - COMPREHENSIVE PLAN PROMOTION FLIER	88.50		0
Total PLANNING & BUILDING:			41,566.82		
NON-DEPARTMENTAL					
01-4193-9930 GENERAL FUND OP. CONTINGENCY					
GALENA-BENCHMARK ENGINE	0624-140	STOP SIGN STUDY @ SADDLE ROAD	475.00		0
ENOURATO, LISA	105	REIMBURSEMENT; MAIL	18.40		0
KIMLEY-HORN & ASSOCIATES	193154000-052	STREETS CONDITION SURVEY & LONG-TERM MAINTENANCE IMPLEMENTATION PLAN	22,320.00	24063	0

Vendor Name	Invoice Number	Description	Net Invoice Amount	Purchase Order Number	GL Activity Number
Total NON-DEPARTMENTAL:			22,813.40		
FACILITY MAINTENANCE					
01-4194-2515 VISION REIMBURSEMENT ACCT(HRA)					
NBS-NATIONAL BENEFIT SERVI	1007652	FSA & HRA ADMIN FEES MAY 2024	19.85		0
01-4194-3100 OFFICE SUPPLIES & POSTAGE					
CHATEAU DRUG CENTER	2866925	GREETING CARD	3.75		0
01-4194-3200 OPERATING SUPPLIES					
A.C. HOUSTON LUMBER CO.	2406-750100	SHOP PPE	29.99		0
01-4194-3500 MOTOR FUELS & LUBRICANTS					
CHRISTENSEN INC.	CL57671	1001226 - CFN CARD FOR FACILITIES	377.16		0
CHRISTENSEN INC.	CL58774	GAS	312.77		0
01-4194-4200 PROFESSIONAL SERVICES					
BIG WOOD LANDSCAPE, INC.	30223	PROFESSIONAL SERVICES-LANDSCAPING	2,815.05		0
KETCHUM COMPUTERS, INC.	20428	IT SUPPORT - FACILITIES	373.50		0
MOSS GARDEN CENTER	223299	TOWN SQUARE; FLOWERS	210.82		0
BACKGROUND INVESTATION B	INV-48434	Background Checks	27.45		0
JAQUET, WENDY	060924	RCC COORDINATOR SERVICES	910.00		0
01-4194-5200 UTILITIES					
IDAHO POWER	2208579470 06	2208579470; 215 LEWIS ST COMPACTOR	46.70		0
01-4194-5900 REPAIR & MAINTENANCE-BUILDINGS					
CHATEAU DRUG CENTER	2865421	CARPET CLEANING SUPPLIES	24.67		0
L.L. GREEN'S HARDWARE	B440112	AIR CONDITIONER AND FASTENERS	456.55		0
01-4194-5910 REPAIR & MAINT-491 SV ROAD					
CINTAS	4194916036	MATS	47.66		0
CINTAS	4195631234	MATS	47.66		0
CINTAS	4196340788	MATS	47.66		0
GEM STATE PAPER & SUPPLY	1120627	TISSUE DISPENSER FOR FACILITIES	31.38		0
INTERMOUNTAIN GAS	17499804809 5	INTERMOUNTAIN GAS	53.96		0
01-4194-5950 REPAIR & MAINT-WARM SPRINGS PR					
A.C. HOUSTON LUMBER CO.	2406-746796	EXTENSION CORD	119.99		0

Vendor Name	Invoice Number	Description	Net Invoice Amount	Purchase Order Number	GL Activity Number
PIPECO, INC.	S5501639.001	SPRINKLER PARTS FOR DOG PARK	143.96		0
PIPECO, INC.	S5503909.001	SPRINKLER PARTS FOR DOG PARK	211.20		0
PIPECO, INC.	S5506856.001	SPRINKLER PARTS FOR DOG PARK	47.13		0
PIPECO, INC.	S5516263001	PVC NIPPLE, GALV NIPPLE, BUSHINGS	15.84		0
POLLARDWATER	0263251	8 CLAMPS	1,247.88		0
01-4194-6100 REPAIR & MAINT--MACHINERY & EQ					
CLEARWATER POWER EQUIPME	63632	IGNITION SWITCH	23.08		0
01-4194-6950 MAINTENANCE					
A.C. HOUSTON LUMBER CO.	2406-743476	ANCHOR KIT	7.99		0
A.C. HOUSTON LUMBER CO.	2406-745822	LUMBER, SCREWS, LATCH	124.72		0
A.C. HOUSTON LUMBER CO.	2406-745866	RETURN CREDIT	25.85-		0
A.C. HOUSTON LUMBER CO.	2406-745878	LUMBER	36.19		0
A.C. HOUSTON LUMBER CO.	2406-746323	RETURN CREDIT	17.54-		0
A.C. HOUSTON LUMBER CO.	2406-746498	FLAT WASHERS	2.80		0
A.C. HOUSTON LUMBER CO.	2406-747353	FOREST SERVICE BATHROOM REPAIR PARTS	26.90		0
A.C. HOUSTON LUMBER CO.	2406-748915	SHOP TOOLS; SQUARE, VALVE	25.05		0
A.C. HOUSTON LUMBER CO.	2406-750218	EYE BOLT, HEX NUT, FLAT WASHER	6.88		0
CEM AQUATICS	17267	SPLASH PAD FILTER	465.97		0
PIPECO, INC.	S5478441.001	GARDEN HOSE, SPRAYERS	85.19		0
PIPECO, INC.	S5481224.001	HOSE PARTS	13.60		0
PIPECO, INC.	S5502653.001	SPRINKLER PARTS FOR FOREST SERVICE PARK	63.48		0
WARM SPRINGS AUTO PARTS LL	200464	HEAT SHRINK TUBING, WIRE TERMINAL	27.73		0
Total FACILITY MAINTENANCE:			8,488.77		
POLICE					
01-4210-2505 HEALTH REIMBURSEMENT ACCT(HRA)					
NBS-NATIONAL BENEFIT SERVI	CP381807	HRA MEDICAL MAY 2024	386.42		0
01-4210-2515 VISION REIMBURSEMENT ACCT(HRA)					
NBS-NATIONAL BENEFIT SERVI	1007652	FSA & HRA ADMIN FEES MAY 2024	26.05		0
01-4210-3100 OFFICE SUPPLIES & POSTAGE					
DAVIS EMBROIDERY INC.	44790	CSO APPAREL	71.05		0
01-4210-3500 MOTOR FUELS & LUBRICANTS					
CHRISTENSEN INC.	CL57672	1001227 - ADMIN CFN CARD	105.83		0
CHRISTENSEN INC.	CL58775	ADMIN CFN 1001227	104.08		0

Vendor Name	Invoice Number	Description	Net Invoice Amount	Purchase Order Number	GL Activity Number
Total POLICE:			693.43		
FIRE & RESCUE					
01-4230-2505 HEALTH REIMBURSEMENT ACCT(HRA)					
NBS-NATIONAL BENEFIT SERVI	CP381807	HRA MEDICAL MAY 2024	1,227.59		0
01-4230-2515 VISION REIMBURSEMENT ACCT(HRA)					
NBS-NATIONAL BENEFIT SERVI	1007652	FSA & HRA ADMIN FEES MAY 2024	84.85		0
01-4230-3200 OPERATING SUPPLIES FIRE					
BUSINESS AS USUAL INC.	165970	STAPLER & PAPER	64.73		0
01-4230-3210 OPERATING SUPPLIES EMS					
BOUNDTREE MEDICAL	85384956	GO PAP SUPPLIES	704.85		0
BOUNDTREE MEDICAL	85384957	AIRWAY SUPPORT STRAP	100.95		0
BUSINESS AS USUAL INC.	165970	STAPLER & PAPER	64.72		0
EXPRESS PUBLISHING, INC.	10002196 0430	CPR FIRST AID	295.80		0
NORCO	40799078	CYLINDER RENTAL	195.30		0
01-4230-3500 MOTOR FUELS & LUBRICANTS FIRE					
CHRISTENSEN INC.	CL58769	1008309 061524	234.81		0
WARM SPRINGS AUTO PARTS LL	200672	PRIME FOR E1	14.95		0
01-4230-3510 MOTOR FUELS & LUBRICANTS EMS					
CHRISTENSEN INC.	CL58769	1008309 061524	234.80		0
01-4230-4200 PROFESSIONAL SERVICES FIRE					
KETCHUM COMPUTERS, INC.	20428	IT SUPPORT - KFD	1,057.50		0
ESO SOLUTIONS INC.	ESO-141195	FIRE & EMS PACKAGE CAD INTEGRATION & GOOGLE MAPS ADD-ON	402.08		0
01-4230-4210 PROFESSIONAL SERVICES EMS					
US BANK	5219 052524	ACLS - CARRY OVER FROM MAY	168.00		0
ESO SOLUTIONS INC.	ESO-141195	FIRE & EMS PACKAGE CAD INTEGRATION & GOOGLE MAPS ADD-ON	402.08		0
01-4230-4920 TRAINING-FACILITY					
IDAHO POWER	2224210258 05	2224210258 050824	56.46		0

Vendor Name	Invoice Number	Description	Net Invoice Amount	Purchase Order Number	GL Activity Number
01-4230-5110 TELEPHONE & COMMUNICATION EMS					
SYRINGA NETWORKS, LLC	24JUN0322	FIRE - 107 SADDLE RD	950.00		0
01-4230-5900 REPAIR & MAINTENANCE-BUILDINGS					
A.C. HOUSTON LUMBER CO.	2406-747205	POWER STRIP / CORD PROTECTOR	52.65		0
A.C. HOUSTON LUMBER CO.	2406-747576	PICTURE HANG STRIPS	17.77		0
CHATEAU DRUG CENTER	2865070	11 GAL WASTEBASKET	47.27		0
01-4230-6000 REPAIR & MAINT-AUTO EQUIP FIRE					
MARTIN, SETH	4635-428536	ANTIFREEZE FOR E1	50.84		0
Total FIRE & RESCUE:			6,428.00		
STREET					
01-4310-2505 HEALTH REIMBURSEMENT ACCT(HRA)					
NBS-NATIONAL BENEFIT SERVI	CP381807	HRA MEDICAL MAY 2024	234.36		0
01-4310-2515 VISION REIMBURSEMENT ACCT(HRA)					
NBS-NATIONAL BENEFIT SERVI	1007652	FSA & HRA ADMIN FEES MAY 2024	29.90		0
01-4310-3200 OPERATING SUPPLIES					
CINTAS	5217217976	BBP FIRST AID KIT RESTOCK	45.02		4310047
D & B SUPPLY INC.	7153	STREETS WORK CLOTHES	249.93		4310047
D & B SUPPLY INC.	7220	STREETS WORK CLOTHES	29.99		4310047
01-4310-3400 MINOR EQUIPMENT					
WESTERN STATES CAT	IN002819314	VIBRATION PLATE FOR COMPACTOR	1,922.86		4310044
01-4310-3500 MOTOR FUELS & LUBRICANTS					
CHRISTENSEN INC.	CL57668	DIESEL& GAS	1,531.60		4310044
CHRISTENSEN INC.	CL58771	STREETS CFN	765.14		4310044
01-4310-4200 PROFESSIONAL SERVICES					
KETCHUM COMPUTERS, INC.	20428	IT SUPPORT - STREETS	1,242.00		0
BACKGROUND INVESTATION B	INV-48434	Background Checks	51.35		0
AWSI/DISA	619766	DRUG TEST PROGRAM	116.24		0
01-4310-4900 PERSONNEL TRAINING/TRAVEL/MTG					
LHTAC	T2652024BMP	T2 TRAINING	160.00		4310047

Vendor Name	Invoice Number	Description	Net Invoice Amount	Purchase Order Number	GL Activity Number
01-4310-5100 TELEPHONE & COMMUNICATIONS					
SYRINGA NETWORKS, LLC	24JUN0322	STREETS - 210 10TH ST	650.00		0
01-4310-5200 UTILITIES					
IDAHO POWER	2204882910 06	200 E 10TH/260 E 10TH ST	453.42		4310047
IDAHO POWER	ACCT 2204882	ACCT. 2204882910: 200 EAST 10TH STREET & 260 E 10TH	485.57		4310050
01-4310-6100 REPAIR & MAINT--MACHINERY & EQ					
GRAINGER, INC., W.W.	9135171396	AAA BATTERIES, DRAIN PULL VALVE, HEX BUSHING'S	68.33		4310044
WESTERN STATES CAT	IN002813971	SPRING FOR CAT 908M	109.07		4310044
01-4310-6910 OTHER PURCHASED SERVICES					
EXPRESS PUBLISHING, INC.	10002196 0430	STREETS ADMIN ASSISTANT	81.56		4310047
EXPRESS PUBLISHING, INC.	10002196 0430	STREETS ADMIN ASSISTANT	69.56		4310047
GEM STATE PAPER & SUPPLY	1120081	COPY PAPER & PAPER PLATES	31.30		4310047
01-4310-6920 SIGNS & SIGNALIZATION					
ECONO SIGNS LLC	10-989897	ROAD CLOSED, DETOUR AHEAD, DETOUR ARROW LEFT, FLEX STANDS - SIGNS	1,463.50		4310040
TRAFFIC SAFETY STORE	INV910326	(4) 6" YELLOW COMMERCIAL PARKING BLOCKS	249.67		4310040
01-4310-6930 STREET LIGHTING					
IDAHO POWER	2204882910 06	200 E 10TH ST	10.06		4310050
IDAHO POWER	2204882910 06	41C LIGHTS, STREET LIGHTS, TRAFFIC LIGHT	608.91		4310050
IDAHO POWER	ACCT 2204882	ACCT. 2204882910: 41C LIGHTS, STREET LIGHTS, TRAFFIC LIGHTS	622.28		4310050
01-4310-6950 MAINTENANCE & IMPROVEMENTS					
WALKER SAND AND GRAVEL	1337411	CLEAN FILL	89.18		4310044
IDAHO MATERIALS & CONSTRU	6376878	12.5 MM COMMERCIAL PG	1,511.48		4310036
Total STREET:			12,882.28		
RECREATION					
01-4510-2505 HEALTH REIMBURSEMENT ACCT(HRA)					
NBS-NATIONAL BENEFIT SERVI	CP381807	HRA MEDICAL MAY 2024	1,056.28		0

Vendor Name	Invoice Number	Description	Net Invoice Amount	Purchase Order Number	GL Activity Number
01-4510-2515 VISION REIMBURSEMENT ACCT(HRA)					
NBS-NATIONAL BENEFIT SERVI	1007652	FSA & HRA ADMIN FEES MAY 2024	19.60		0
01-4510-3200 OPERATING SUPPLIES					
A.C. HOUSTON LUMBER CO.	2406-750246	WOOD STAKES FOR GARDEN	37.98		0
CHATEAU DRUG CENTER	2865024	Batteries	17.09		0
COLOR HAUS, INC.	VZEZV	STRAINER	3.98		0
WEBB LANDSCAPING	K-IN-192373	WEED KILLER	39.99		0
01-4510-3250 RECREATION SUPPLIES					
A.C. HOUSTON LUMBER CO.	2406-746708	REGULAR LIME	22.07		0
CHATEAU DRUG CENTER	2866997	PARACORD	37.96		0
PIONEER MANUFACTURING CO	INV-200265	RED AND WHITE QUIK STRIPE	471.62		0
PRESS PRINT HOUSE	1761	Staff Shirts	519.00		0
STURTEVANT'S	1-83626	BIKE PARTS	78.95		0
01-4510-3300 RESALE ITEMS-CONCESSION SUPPLY					
ATKINSONS' MARKET	03869841	WATERMELON AND MANDARINS	16.89		0
ATKINSONS' MARKET	05806079	POPSICLES FOR REC DEPT	16.01		0
01-4510-3500 MOTOR FUELS & LUBRICANTS					
CHRISTENSEN INC.	CL57667	PARKS CFN - 1008309	40.98		0
CHRISTENSEN INC.	CL58770	1001222 - PARKS CFN GAS CARD	61.02		0
01-4510-4200 PROFESSIONAL SERVICE					
FIVE STEP CARPET CARE	3429	CLEANING IN REC BUILDING	575.00		0
KETCHUM COMPUTERS, INC.	20428	IT SUPPORT - PARKS	391.50		0
01-4510-4410 ADVERTISING & PUBLICATIONS					
EXPRESS PUBLISHING, INC.	10002196 0430	KIDS OF SUMMER	524.40		0
01-4510-4900 PERSONNEL TRAINING/TRAVEL/MTG					
IDAHO RESCUE TRAINING	415	AHA CERTIFICATION CARDS	600.00		0
01-4510-5200 UTILITIES					
SENTINEL FIRE & SECURITY, IN	99569	ATKINSONS PARK BLDG ALARM MONITORING	104.85		0
SYRINGA NETWORKS, LLC	24JUN0322	900 3RD AVE NORTH	650.00		0
01-4510-6000 REPAIR & MAINT--AUTOMOTIVE EQU					
KETCHUM AUTO INC	103971	TIRE REPAIR	38.50		0
NAPA AUTO PARTS	189657	SWITCH FOR RECREATION DEPT	30.68		0

Vendor Name	Invoice Number	Description	Net Invoice Amount	Purchase Order Number	GL Activity Number
TRUSCO MANUFACTURING INC.	17999	SHUT OFF VALVE	91.00		0
Total RECREATION:			5,445.35		
Total GENERAL FUND:			149,193.38		
GENERAL CAPITAL IMPROVEMENT FD					
GENERAL CIP EXPENDITURES					
03-4193-7135 MAIN STREET REHAB					
GALENA-BENCHMARK ENGINE	0624-066	ENGINEERING SUPPORT FOR VILLAGE MARKET	2,805.00		0
ENOURATO, LISA	105	MAIN ST PROJECT SUPPORT	4,675.00	24052	713504
IDAHO MATERIALS & CONSTRU	216619	MAIN STREET REHABILITATION CONTRACT	714,807.76	24088	713501
JACOBS ENGINEERING GROUP, I	W3Y18400	TO4 CONSTRUCTION SERVICES ROAD	45,514.30	24066	713501
JACOBS ENGINEERING GROUP, I	W3Y18400	TO4 CONSTRUCTION SERVICES PED	30,342.86	24066	713502
WORTH PRINTING	4182	POSTERS	299.40		713503
WORTH PRINTING	4292	CUSTOM PRINTING ORDER	756.00		713503
NORTHWEST RECREATION OF O	24-2627 - REM	TREE GRATES FOR THE MAIN ST. PROJECT	29,898.50	24098	713502
03-4193-7200 TECHNOLOGY UPGRADES					
CDW GOVERNMENT, INC.	RL40526	SURFACE DOCK; TECH UPGRADES	196.96		0
Total GENERAL CIP EXPENDITURES:			829,295.78		
FACILITY MAINT CIP EXPENDITURE					
03-4194-7000 WARM SPRINGS PRESERVE PHASE I					
STUDIO SUPERBLOOM, LLC	WSP-028	TASK ORDER 9: MASTER PLANNING WARM SPRINGS PRESERVE	8,088.05	24087	0
STUDIO SUPERBLOOM, LLC	WSP-029-REV	TASK ORDER 9: MASTER PLANNING WARM SPRINGS PRESERVE	1,268.75	24087	0
PHILLIPS LAND SURVEYING, PL	1077	WSP WELCOME BUILDING STAKING	720.93		0
Total FACILITY MAINT CIP EXPENDITURE:			10,077.73		
STREETS CIP EXPENDITURES					
03-4310-6900 EAST AVE FOG SEALING					
SPECIALTY APPLICATORS LLC	24-269	GSB-88 HEAVY APPLICATION TO EAST AVE	48,250.00	24080	0
Total STREETS CIP EXPENDITURES:			48,250.00		

Vendor Name	Invoice Number	Description	Net Invoice Amount	Purchase Order Number	GL Activity Number
RECREATION CIP EXPENDITURES					
03-4510-7125 PUMP PARK OVERHAUL					
SENSUS RAD TRAILS	1039	PUMP PARK OVERHAUL	10,000.00	24072	0
Total RECREATION CIP EXPENDITURES:			10,000.00		
Total GENERAL CAPITAL IMPROVEMENT FD:			897,623.51		
ORIGINAL LOT FUND					
ORIGINAL LOT TAX					
22-4910-4200 PROFESSIONAL SERVICES					
GRANICUS	181495	MOBILE PERMITTING & REGISTRATION	21,591.20		0
22-4910-6060 EVENTS/PROMOTIONS					
ATKINSONS' MARKET	038710007	BAKED GOODS FOR BIKE RIBBON CUTTING	34.35		0
ATKINSONS' MARKET	05795344	BAKED GOODS	12.33		491038
WILL CALDWELL PRODUCTION	062024	FUNDS TO OPERATE JAZZ IN THE PARK	8,000.00		491006
22-4910-6080 MOUNTAIN RIDES					
MOUNTAIN RIDES	12527	MONTHLY INSTALLMENT FOR FY2024	66,333.34		0
Total ORIGINAL LOT TAX:			95,971.22		
Total ORIGINAL LOT FUND:			95,971.22		
COMMUNITY HOUSING					
COMMUNITY HOUSING EXPENSE					
54-4410-3200 LIFT TOWER LODGE OPERATIONS					
IDAHO POWER	2208260063 06	703 S MAIN ST	255.97		0
IDAHO POWER	2226910376 06	702 S MAIN ST	387.20		0
FM PROPERTY MANAGEMENT L	1107	LTL ROOM 3 LABOR	2,123.41		0
54-4410-4200 PROFESSIONAL SERVICES					
RIAN ROONEY	13	INDEPENDENT CONTRACTOR FOR HOUSING DEPT	6,022.50	24061	0
54-4410-4210 LEASE TO LOCALS INCENTIVES					
MAHOGANY ONE, LLC	062424	LEASE TO LOCALS PAYMENT	6,000.00		0
STANEK, JULIE & JOSHUA	062424	LEASE TO LOCALS PAYMENT	1,000.00		0

Vendor Name	Invoice Number	Description	Net Invoice Amount	Purchase Order Number	GL Activity Number
KELLY, NANCY	062424	LEASE TO LOCALS PAYMENT	2,250.00		0
ALNORM LIMITED PARTNERSHI	062524	LEASE TO LOCALS STIPEND	4,500.00		0
54-4410-4225 DEED RESTRICTIONS					
IDAHO POWER	2227364318 06	2227364318 - 225 PINEWOOD LN	52.54		0
INTERMOUNTAIN GAS	80459260305 0	80459260305 - 225 PINEWOOD LN C	2.47		0
54-4410-5110 COMPUTER NETWORK					
KETCHUM COMPUTERS, INC.	20428	IT SUPPORT - HOUSING	177.00		0
54-4410-5900 LIFT TOWER LDG REPAIR & MAINT					
A.C. HOUSTON LUMBER CO.	2406-751793	BASE LF, WALL REPAIR PATCH KIT	37.03		0
IDAHO LUMBER & HARDWARE	992389	CEMENT BOARD, TROWEL FOR LTL #3	28.17		0
Total COMMUNITY HOUSING EXPENSE:			22,836.29		
Total COMMUNITY HOUSING:			22,836.29		
WATER FUND					
WATER EXPENDITURES					
63-4340-2505 HEALTH REIMBURSEMENT ACCT(HRA)					
NBS-NATIONAL BENEFIT SERVI	CP381807	HRA MEDICAL MAY 2024	3,037.87		0
63-4340-2515 VISION REIMBURSEMENT ACCT(HRA)					
NBS-NATIONAL BENEFIT SERVI	1007652	FSA & HRA ADMIN FEES MAY 2024	16.50		0
63-4340-3120 DATA PROCESSING					
BILLING DOCUMENT SPECIALIS	94991	Statement Processing for Utility Billing - W	729.36		435001
63-4340-3200 OPERATING SUPPLIES					
CINTAS	4195631103	WATER - Admin Bldg	10.89		435001
CINTAS	4195631103	WATER	31.20		435001
D & B SUPPLY INC.	1406	WORK SHIRTS, WORK PANTS	101.72		435001
D & B SUPPLY INC.	2048	CREDIT - SALES TAX	5.76-		435001
GEM STATE PAPER & SUPPLY	1119893-01	GLASS CLEANER, STAIN REMOVER	85.96		0
TREASURE VALLEY COFFEE INC	2160.10474139	SQWINCHER STIX	93.75		0
63-4340-3500 MOTOR FUELS & LUBRICANTS					
CHRISTENSEN INC.	CL57670	1001225 - WATER	379.42		435001
CHRISTENSEN INC.	CL58773	1001225 - WATER	296.45		0

Vendor Name	Invoice Number	Description	Net Invoice Amount	Purchase Order Number	GL Activity Number
63-4340-3600 COMPUTER SOFTWARE					
FERGUSON ENTERPRISES, LLC	0891090	ANNUAL SENSUS SUPPORT	2,437.43		0
63-4340-3800 CHEMICALS					
GEM STATE WELDERS SUPPLY,I	855710	Hypochlorite Solution, Fuel Charge	610.00		0
GEM STATE WELDERS SUPPLY,I	855891	Hypochlorite Solution, Fuel Charge	316.00		0
GEM STATE WELDERS SUPPLY,I	85604	Hypochlorite Solution, Fuel Charge	316.00		0
63-4340-4200 PROFESSIONAL SERVICES					
KETCHUM COMPUTERS, INC.	20428	IT SUPPORT - WATER	272.25		0
AWS/DISA	619766	DRUG TEST PROGRAM	116.24		0
63-4340-4300 STATE & WA DISTRICT FEES					
SPRONK WATER ENGINEERS IN	WRV03-12	BIG WOOD RIVER GW MANAGEMENT AREA TECHNICAL WORKING GROUP	2,602.81		0
63-4340-5100 TELEPHONE & COMMUNICATIONS					
CENTURY LINK	2087250715 19	2087250715 195B - WATER	129.77		0
SYRINGA NETWORKS, LLC	24JUN0322	110 RIVER RANCH RD - WATER	325.00		0
VERIZON WIRELESS	9964080759	365516521 WATER DEPT	123.27		0
63-4340-6100 REPAIR & MAINT-MACH & EQUIP					
GRAINGER, INC., W.W.	9147926480	WATER HOSE ASSEMBLY 1"ID 20FT	68.80		0
GRAINGER, INC., W.W.	9148052237	CAM & GROOVE ADAPTER	5.93		0
LUTZ RENTALS	153596-1	3" CAMLOCK HOSE END	20.00		0
PIPECO, INC.	S5495471.001	AF5/8X50-BLUE, RBMANL75 3/4 IN X MPT ADAPT, 300-2-131 1 X 3/4/ GALV HEX	80.97		0
PIPECO, INC.	S5502714.001	RBMANL75 3/4 IN X MPT ADAPT, 300-007 3/4/ GALV COUPLING	19.25		0
SILVER CREEK SUPPLY	0016029383-00	GALVANIZED BELL RED, FXF & NIPPLE	42.41		0
Total WATER EXPENDITURES:			12,263.49		
WATER DEBT SERVICE EXPENDITRES					
63-4800-4200 PROF.SERVICES-PAYING AGENT					
ZIONS BANK	3872588B-9 06	IBBA 2015B ANNUAL ADMIN FEES	450.00		0
Total WATER DEBT SERVICE EXPENDITRES:			450.00		

Vendor Name	Invoice Number	Description	Net Invoice Amount	Purchase Order Number	GL Activity Number
Total WATER FUND:			12,713.49		
WATER CAPITAL IMPROVEMENT FUND					
WATER CIP EXPENDITURES					
64-4340-7135 MAIN STREET					
LUNCEFORD EXCAVATION, INC.	PAYAPP2	MAIN STREET WATERLINE RELOCATION	8,650.00	24069	0
LUNCEFORD EXCAVATION, INC.	PAYAPP3	MAIN STREET WATERLINE RELOCATION	8,900.00	24069	0
Total WATER CIP EXPENDITURES:			17,550.00		
Total WATER CAPITAL IMPROVEMENT FUND:			17,550.00		
WASTEWATER FUND					
WASTEWATER EXPENDITURES					
65-4350-2505 HEALTH REIMBURSEMENT ACCT(HRA)					
NBS-NATIONAL BENEFIT SERVI	CP381807	HRA MEDICAL MAY 2024	300.29		0
65-4350-2515 VISION REIMBURSEMENT ACCT(HRA)					
NBS-NATIONAL BENEFIT SERVI	1007652	FSA & HRA ADMIN FEES MAY 2024	42.30		0
65-4350-3120 DATA PROCESSING					
BILLING DOCUMENT SPECIALIS	94991	Statement Processing for Utility Billing - WW	729.35		435001
65-4350-3200 OPERATING SUPPLIES					
ATKINSONS' MARKET	05806013	COARSE SALT	23.88		435001
CINTAS	4195631103	WASTEWATER	63.93		435001
CINTAS	4195631103	WASTEWATER - Admin Bldg	10.90		435001
D & B SUPPLY INC.	1406	WORK SHIRTS, WORK PANTS	101.72		435001
D & B SUPPLY INC.	2048	CREDIT - SALES TAX	5.76		435001
UPS STORE #2444	MMN7FR5X8S	WATER SAMPLES	15.16		435001
65-4350-3500 MOTOR FUELS & LUBRICANTS					
CHRISTENSEN INC.	CL57669	1001224 - WASTEWATER	530.30		435001
CHRISTENSEN INC.	CL57670	1001225 - WASTEWATER	111.38		435001
CHRISTENSEN INC.	CL58772	1001224 - WASTEWATER	91.18		435001
65-4350-3800 CHEMICALS					
UNIVAR SOLUTIONS USA INC	52165186	TRANSPORTATION SURCH	99.08		435001
UNIVAR SOLUTIONS USA INC	52165186	Tote, UNIVAR COAGULANT 1160 (ACH) 3000# NET	11,040.00	24096	435001

Vendor Name	Invoice Number	Description	Net Invoice Amount	Purchase Order Number	GL Activity Number
65-4350-4200 PROFESSIONAL SERVICES					
ANALYTICAL LABORATORIES, I	2403836	Biosolids Monitoring, Wastewater Monitorng	1,296.69		435001
KETCHUM COMPUTERS, INC.	20428	IT SUPPORT - WASTEWATER	362.25		0
AWSI/DISA	619766	DRUG TEST PROGRAM	116.24		0
65-4350-5100 TELEPHONE & COMMUNICATIONS					
CENTURY LINK	2087268953 40	2087268953 402B - Wastwater	69.77		435001
SYRINGA NETWORKS, LLC	24JUN0322	110 RIVER RANCH RD - WASTEWATER	325.00		0
65-4350-5200 UTILITIES					
IDAHO POWER	2202158701 05	2202158701 - 110 RIVER RANCH RD SWR	6,550.68		435001
65-4350-6100 REPAIR & MAINT-MACH & EQUIP					
WARM SPRINGS AUTO PARTS LL	200567	CRC THROTTLE BODY	7.95		435002
65-4350-6900 COLLECTION SYSTEM SERVICES/CHA					
PIPECO, INC.	S5505103.001	GREEN MARKING PAINT	65.24		435001
CHRISTENSEN INC.	CL57669	1001224 - WASTEWATER COLLECTION SYSTEM	275.56		435001
CHRISTENSEN INC.	CL58772	1001224 - WASTEWATER COLLECTION SYSTEM	66.17		435001
Total WASTEWATER EXPENDITURES:			22,289.26		
Total WASTEWATER FUND:			22,289.26		
WASTEWATER CAPITAL IMPROVE FND WASTEWATER CIP EXPENDITURES					
67-4350-7818 ROTARY DRUM THICK & DEWATERING					
HDR ENGINEERING, INC.	1200629513	TASK ORDER #5 - SOLIDS DEWATERING DESIGN	7,876.29	24071	435004
Total WASTEWATER CIP EXPENDITURES:			7,876.29		
Total WASTEWATER CAPITAL IMPROVE FND:			7,876.29		
PARKS/REC DEV TRUST FUND					
93-3700-6800 KETCHUM ARTS COMMISSION					
WIEDERRICK, ROBERT	062024	STIPEND FOR ART INSTALLATION	5,000.00		0
NOVINGER, JACOB	062024	STIPEND FOR INSTALLATION OF ART AT TOWN SQUARE	3,500.00		0

Vendor Name	Invoice Number	Description	Net Invoice Amount	Purchase Order Number	GL Activity Number
FOX, FRANCIS	062024	STIPEND FOR ART INSTALLATION	3,500.00		0
Total :			12,000.00		
PARKS/REC TRUST EXPENDITURES					
93-4900-6750 PUMP PARK					
WEBB LANDSCAPING	K-IN-193088	COMPOST FOR GARDEN	15.98		0
SENSUS RAD TRAILS	1039	PUMP PARK OVERHAUL	1,826.78	24072	0
93-4900-7700 WATCH ME GROW GARDEN					
MOSS GARDEN CENTER	223108	WEED SPRAY, HAND SPRAYER FOR GARDEN	79.97		0
WEBB LANDSCAPING	K-IN-192577	COMPOST FOR GARDEN	15.98		0
WEBB LANDSCAPING	K-IN-192578	LADY BUGS FOR GARDEN	11.99		0
Total PARKS/REC TRUST EXPENDITURES:			1,950.70		
Total PARKS/REC DEV TRUST FUND:			13,950.70		
Grand Totals:			1,240,004.14		

Report Criteria:

Invoices with totals above \$0 included.
 Paid and unpaid invoices included.
 [Report].GL Account Number = "0110000000"- "9700000000", "9910000000"- "9911810000"
 Invoice Detail.Voided = No,Yes



City of Ketchum

CITY COUNCIL MEETING AGENDA MEMO

Meeting Date: July 1, 2024 Staff Member/Dept: Paige Nied, Associate Planner

Agenda Item: Recommendation to review and approve the Cedars Townhomes Subdivision Preliminary Plat application.

Recommended Motion:

"I move to approve the Cedars Townhomes Subdivision Preliminary Plat application, as conditioned, and adopt the Findings of Fact, Conclusions of Law, and Decision."

Reasons for Recommendation:

- The Planning and Zoning Commission reviewed the Cedars Townhomes Subdivision Preliminary Plat application and recommended approval to the City Council during their regular meeting on May 28, 2024.
The preliminary plat application proposes to convert the Cedars Condominiums into townhouse units. The existing configuration of the Cedars Condominiums is two condominium units with associated common area and the resulting configuration is two townhouse sublots with no common area.
The development is existing and no improvements to the site are proposed.
The application meets all applicable standards for Preliminary Plats contained in Ketchum Municipal Code's Subdivision (Title 16) regulations.
All city departments have reviewed the proposal and have no concerns with the preliminary plat application.

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

[Empty box for Policy Analysis and Background]

Sustainability Impact:

None OR state impact here: None

Financial Impact:

None OR Adequate funds exist in account: None

Attachments:

- Application and Supplemental Materials
Cedars Townhomes Preliminary Plat
Draft Findings of Fact, Conclusions of Law, and Decision



City of Ketchum

Attachment 1: Application and Supplemental Materials



City of Ketchum
Planning & Building

OFFICIAL USE ONLY	
Application Number	P24-013
Date Received	2/22/24
By	HLN
Fee Paid	\$3300
Approved Date	
By	

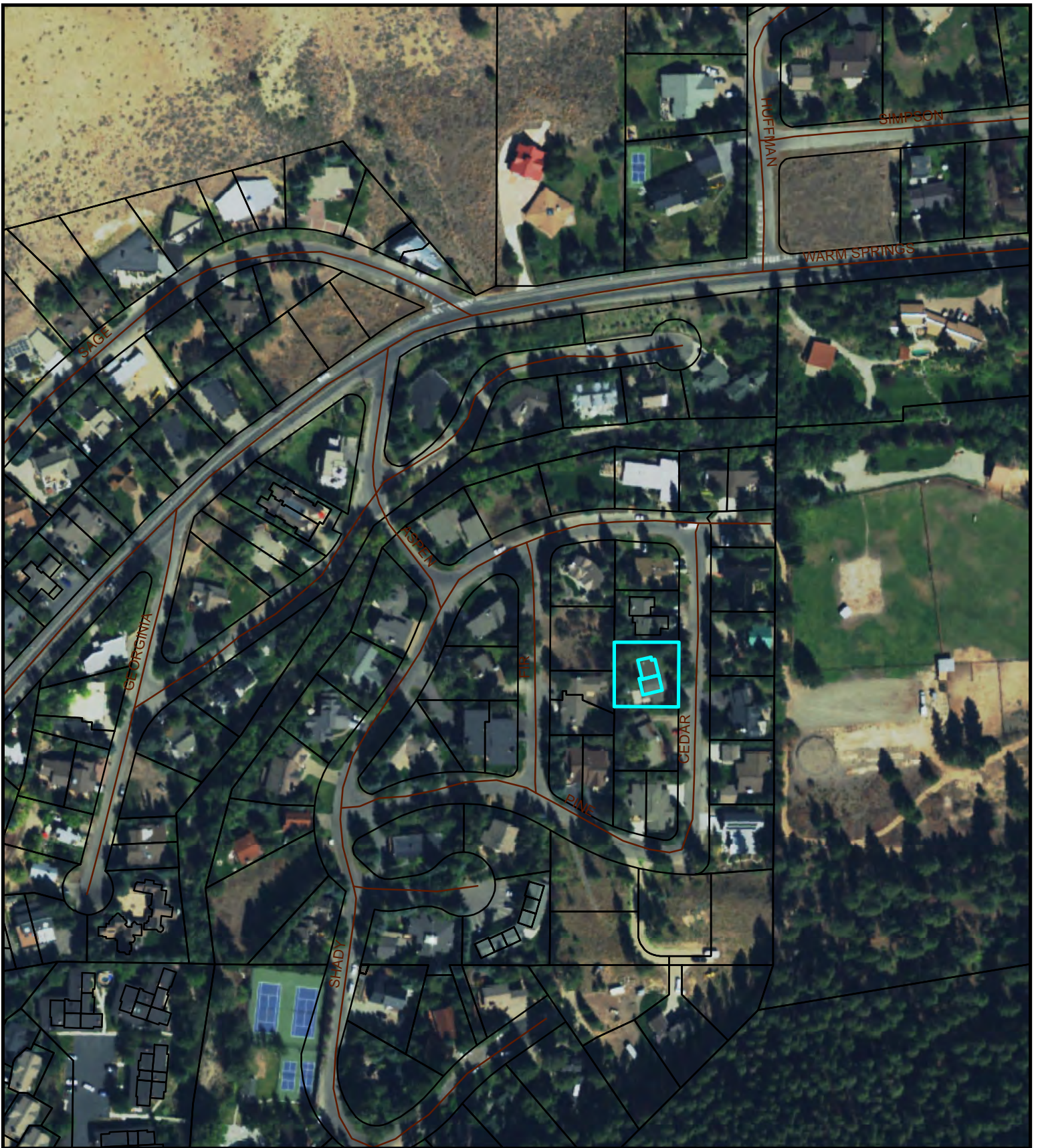
Subdivision Application

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

APPLICANT INFORMATION			
Name of Proposed Subdivision: The Cedars Townhomes			
Owners of Record: James Thomas and Gayle Kathleen Dunham; Skylar Karen Lindsley and Julie Ann Finstad			
Addresses of Owners: 26009 101st PL SW Vashon, WA, 98070; 2360 43rd Ave. E., Apt 113, Seattle, WA 98112-2703; respectively			
Representative of Owner: Bruce Smith, PLS 7048, Alpine Enterprises Inc.			
Legal Description: Units 1 & 2, The Cedars Condominiums RPK 07470000000-10-20			
Street Address: Units 1 & 2, 230 Cedar Drive, Ketchum, ID, 83340			
SUBDIVISION INFORMATION			
Number of Lots/Parcels: 2 Condominium Units into 2 Townhouse Sublots			
Total Land Area: ±10,000 Sq. Ft., ± 0.23 Ac.			
Current Zoning District: GR-L, General Residential Low Density			
Proposed Zoning District: Same as above			
Overlay District: Avalanche			
TYPE OF SUBDIVISION			
Condominium <input type="checkbox"/>	Land <input type="checkbox"/>	PUD <input type="checkbox"/>	Townhouse <input checked="" type="checkbox"/>
Adjacent land in same ownership in acres or square feet: N/A			
Easements to be dedicated on the final plat:			
None New			
Briefly describe the improvements to be installed prior to final plat approval:			
None New			
ADDITIONAL INFORMATION			
All lighting must be in compliance with the City of Ketchum's Dark Sky Ordinance			
One (1) copy of Articles of Incorporation and By-Laws of Homeowners Associations and/or Condominium Declarations			
One (1) copy of current title report and owner's recorded deed to the subject property			
One (1) copy of the preliminary plat			
All files should be submitted in an electronic format to planningandzoning@ketchumidaho.org			

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

Bruce Smith, PLS, Representative 12 FEB 24
Applicant Signature Date



A Vicinity Map Showing
The Cedars Condominiums
230 Cedar Drive
City of Ketchum
Blaine County, Idaho

Aerial Imagery is NAIP 2021

ALPINE ENTERPRISES INC.

PO Box 2037
660 Bell Drive, Unit 1
Ketchum, Idaho
208-727-1988

January 2023

RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:

Sun Valley Law PLLC
111 North Main Street Suite B
Post Office Box 6200
Ketchum, Idaho 83340
(208) 726-5962
(208) 913-0500 (fax)

(Space above line for Recorder's use only.)

COVENANTS, CONDITIONS, AND RESTRICTIONS OF THE CEDARS TOWNHOMES

GAYLE K. DUNHAM and JAMES T. DUNHAM, a married couple, and SKYLER KAREN LINDSLEY and JULIE ANN FINSTAD, a married couple (collectively, all four owners are referred to as "Current Owners"), who are all the current fee simple title holders of the following described real property agree to terminate the following:

THE CONDOMINIUM DECLARATION FOR CEDARS CONDOMINIUMS, recorded on April 22, 1980 as Blaine County Instrument No. 202892 (the "Declaration"), any amendments to the Declaration, and any bylaws included or contemplated in the Declaration; and,

THE CEDARS CONDOMINIUMS plat, recorded on April 22, 1980, as Blaine County Instrument No. 202893 and any amendments to the Cedars Condominiums plat.

To replace the above, the Current Owners make this DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF THE CEDARS TOWNHOMES (the "Declaration"), effective at the time of recording in Blaine County, Idaho, for and governing the Sublots and Members (as those terms are defined below) of the following described real property:

Sublot A and Sublot B of THE CEDARS TOWNHOMES subdivision plat recorded as Blaine County Instrument No. _____ ("Plat").

This Declaration and the Plat become a covenant that runs with, binds, and encumbers the Cedars Townhomes (as defined below) and the Current Owners of the Cedar Townhomes, and their successors in interest.

1. Definitions

“Association” means the Cedars Townhomes Association, an unincorporated Idaho association. The Association collects and pays for the Common Expenses for the Common Elements.

“Cedar Townhomes” means both Sublots on the Plat.

“Common Elements” means the Townhome exteriors including without limitation the exterior walls and siding, excluding windows and doors, the roof(s), including roof venting, utilities common to both Townhomes or Sublots, the foundation, all structural components, structural elements of the Party Walls, and components common to both Townhomes of Sublots, including, but not limited to, landscaping. Common Elements do not include electrical, plumbing, and other utilities that service only one Townhome, insulation, drywall, fixtures, cabinets, or flooring, including subflooring.

“Common Expense(s)” means all Maintenance for Common Elements, including without limitation, insurance, fees of independent contractors, wages of workers, costs of materials, accounting fees, legal fees, management fees, and any other expenses and liabilities incurred by the Association, by reason of this Declaration.

“Law” means any law or regulation of the United States, State of Idaho, City of Ketchum, and any other government entities or agencies which have authority over

“Exterior” means the exterior walls of the Townhomes, to the point of the exterior side of the studs for framing, including, without limitation, all material exterior to the studs or framing such as plywood, weather wrap, and siding, but excluding windows, or electrical or plumbing fixtures; and also means the exterior of the roof to the point the roof’s sheeting is affixed to the roof framing including, without limitation, sheeting, water-and-ice shield, underlayment, shingles, snow clips, flashing, venting, gutters, and downspouts and heat tape (if any). Satellite dishes and other such affixtures which govern only one Townhome, if any, are not part of the Exterior of the Townhomes.

“Maintain,” and all variations of the word, means without limitation, to construct, enforce, improve, modify, operate, repair, replace, remove, or rebuild. When Maintenance is governed by Law, all Maintenance must comply with the Law including, without limitation, obtaining building permits or professional services.

“Member,” singular or plural, means an individual or individuals or other legal entity or entities holding an aggregate fee simple title interest in one Sublot, but shall not include those having such interest merely as security for the performance of an obligation, such as a mortgagee, trustee, or beneficiary of a deed of trust. While either Sublot there may have multiple Owners for each Sublot, there are only two Members: Sublot 1 and Sublot 2. Each Sublot only has one vote, regardless of the number of actual fee simple title holders.

“Owner,” singular or plural, means any person(s) and/or entity(s) that has a fee-simple title interest in Lot 1 or Lot 2.

“Party Wall” means the common party wall between the Townhomes including, without limitation, the drywall on the Party Wall, the structural, framing, plumbing, electrical, and other utilities or wiring within the Party Wall, and the roof structure above the Party Wall, but excluding the wall coverings such as paint or wallpaper. The Party Wall is situated approximately on the line between the Sublots and divide the Townhomes.

“Personal Property” means all chattel owned by an owner that is not typically included in the sale of structures on real property including, without limitation, electronics, furniture, sporting equipment, vehicles, clothing, jewelry, kitchen utensils, art,

“Sublot”, singular or plural, means Sublot 1, Sublot 2, according to the Plat, or both, as further defined by Law.

“Townhome”, singular or plural, means an individual residential dwelling unit on each Sublot as defined by Law and this Declaration.

2. Maintenance Responsibility and Damage

a. Sublots. The Association shall Maintain both Sublots, less the Townhomes, in a manner consistent with other high-end developments in the Wood River Valley.

b. Party Wall and Exterior. The Association will Maintain the Party Wall and the Exterior.

c. Townhomes. Members shall Maintain their individual Townhomes, less the Party Wall, and the Exterior.

d. Damage. In the event of damage to, or the destruction of, the Sublots, the Party Wall, and/or the Exterior caused by an Owner through uninsured acts or omissions of an Owner, then the Association shall, at Association expense, repair and rebuild the Common Elements damaged. If either the Association does not pay that Owner’s share of the costs, or all of such costs in the case of the above-described act or omission, the other Owner may have the Common Elements Maintained and shall be entitled to have the Association impose an assessment for those costs and an assessment lien against the other Townhome, pursuant to all procedures described in this Declaration for Assessments.

3. Insurance

a. Types of Insurance. The Association shall, at a minimum, obtain and keep in full force and effect at all times the following insurance coverage provided by companies duly authorized to do business and underwrite insurance in Idaho. The Association may comply with

any insurance requirements by the purchase of blanket coverage and may elect such deductible amounts as, in the Association's opinion, are consistent with good business judgment.

(1) Casualty. The Association shall obtain property insurance on the Common Elements and Townhomes in such amounts as shall provide for full replacement in the event of damage or destruction from casualty against which the insurance is obtained and the Association shall carry the primary insurance covering such loss. Such insurance shall include fire and extended coverage, vandalism, and malicious mischief, if available, and such other risks and hazards against which the Association shall deem it appropriate to provide insurance protection against, in the exercise of good business judgment. Flood and earthquake insurance are not required; however, may be obtained by the Association.

(2) Public Liability and Property Damage. The Association shall purchase broad form comprehensive liability coverage in such amounts and such forms as it deems advisable to provide adequate protection for Owners. Coverage may include, without limitation, liability for personal injuries, and activities in connection with the Maintenance and other use of the Common Elements and Townhomes.

b. Form. Casualty insurance shall be carried in a form or forms naming the Association the insured as trustee for the Owners, which policy or policies shall specify the interest of each Owner and which policy or policies shall provide a standard loss payable clause providing for payment of insurance proceeds to the Association as trustee for the Owners and for the respective first deeds of trust, which from time to time shall give notice to the Association of such first deeds of trust, such proceeds to be used in accordance with this Declaration. Each policy shall also provide that it cannot be canceled by either the insured or the insurance company until after thirty (30) days prior written notice is given first to each Owner and each first deed of trust holder. The Association shall furnish to each Owner, who requests it, a true copy of such policy together with a certificate identifying the interest of each Owner. All policies of insurance shall provide the insurance shall only be invalidated or suspended with respect to the interest of any particular Owner who is in noncompliance with any provision of such policy that would otherwise invalidate or suspend the entire policy. All policies of insurance shall provide further that the insurance under any such policy as to the interest of all other insured Owners not guilty of any such act or omission, shall not be invalidated or suspended and shall remain in full force and effect. Public liability and property damage insurance shall name the Association and the Owners the insureds.

c. Insurance Proceeds. The Association shall receive the proceeds of any casualty insurance payments received under policies. The Owners shall apportion the proceeds to the portions of the Townhomes which have been damaged and shall determine the amount of the proceeds attributable to the damage for each Townhome.

d. Premiums. The Association shall pay insurance premiums.

e. Owner's Individual Insurance. Each Owner must obtain insurance at the Owner's sole expense providing coverage for an Owner's Personal Property that is not covered by the Association's policy of insurance, for personal and excess liability, and covering such other risks as the Owner deems appropriate, but each such policy shall provide that it does not reduce the Association's insurance coverage or liability arising under the Association's insurance policies.

4. Assessments

a. Authority. The Association has the authority to assess each Owner and shall collect from each Owner, as outlined in this Declaration, amounts sufficient to pay any and all current liabilities and any and all liabilities the Association anticipates in no more than the next twelve (12) consecutive calendar months. The Association shall have the authority to assess each Owner and shall collect from each Owner, at any time, amounts sufficient to pay any and all current liabilities and any and all liabilities the Association anticipates in greater than the next twelve (12) consecutive calendar months, including without limitation, for capital reserve. The Association shall send by regular mail, postage prepaid, all invoices for all assessments, which shall be due upon the date of mailing and paid by an Owner to the Association no later than thirty (30) days after the date of mailing. Invoices may be sent via e mail if agreed to by the Owner receiving the email.

b. Owner's Share. Except as set out below, the Owner of Sublot A will pay fifty-six percent (56%) of the Common Expenses, and the Owner of Sublot B will pay forty-four percent (44%), unless the Association otherwise assesses an individual Owner as set out in this Declaration.

c. Accounting. Within sixty (60) days at the end of each of the Association's fiscal years, upon an Owner's request, the Association shall provide a notice to that Owner, at that Owner's expense, if any, containing an accounting of all receipts and an itemization of all disbursements of the Association for the prior calendar year.

d. Past-Due Amounts. Any Owner's assessment remaining unpaid more than thirty (30) days after the date of mailing shall begin to accrue interest from the date due (which is the date the assessment is mailed) at the interest rate for money past due in Idaho Code section 28-22-104, as it may be amended, but which is currently twelve percent (12%) per annum, until the Association receives the assessment and any all outstanding interest and other charges in full. The Association shall first credit all amounts an Owner pays to charges the Association incurs to collect the assessment, then to accrued interest, then to the principal amount of the then oldest unpaid assessment. Any assessment remaining unpaid more than sixty (60) days after the date of mailing, including accrued interest and charges the Association incurs to collect the assessment, shall automatically become a lien upon that Owner's Sublot. At any time after the unpaid assessment becomes a lien upon an Owner's Sublot, the Association may record a notice of assessment lien against the non-paying Owner's Sublot stating the amount of the unpaid assessment or assessments, the accrued interest and charges the Association has incurred to collect the assessment through the date of recording the notice. The other Sublot

Owner shall sign the notice, have the signature acknowledged and verified under Idaho law by a notary public and record the notice in the real property records of Blaine County, Idaho. The lien continues until the non-paying Owner has paid in full all assessments, accrued interest and charges the Association has incurred to collect the assessment. Under the express terms of this Declaration, an Owner expressly agrees by purchasing a Sublot that unpaid assessments on any Sublot, whether or not recorded as a lien, shall be a binding obligation upon the Sublot and also the individual Owner and any type of successor in interest, jointly and severally with the former Owner of that Sublot. The Association shall enforce such obligations against successors in interest as set forth in this Declaration. When an Owner has paid a lien, assessment or any new assessments, accrued interest and the charges the Association has incurred to collect the assessment in full, the Association shall sign, have acknowledged and record a notice in the real property records of Blaine County, Idaho that the Owner has paid the lien in full. The Association may foreclose a lien that remains unpaid for ninety (90) days in the same manner as provided in the laws of the State of Idaho for the foreclosure of liens on real property and as otherwise provided by law. An Owner also shall have the right to sue the other Owner directly for non-payment of half the Common Expenses, record a judgment in the real property records of Blaine County, and foreclose such judgment.

5. Easements

Each Owner grants to the other Owner a reciprocal utility easement over and under each Townhome and Sublot. Any utility lines, pipes, or other such conduits not currently existing, at the time this Declaration are recorded, must be either buried under the Sublot or in the crawlspace of the Townhome. The use of an easement shall not unduly interfere with an Owner's use and quiet enjoyment of an Owner's Townhome. Nothing contained in this section establishes a view easement or view corridor provided; however, that views may be taken into consideration during design review.

6. Design Review

a. Requirement. An Owner is required to submit to the other Owner for advance written approval anything an Owner is required to submit to Ketchum's Building Department ("Building Department"). However, any modifications exclusively to interior portions of a Townhome that does not require a building permit does not require the other Owner's approval.

b. Submittal. Prior to, but no later than the time an Owner makes a submission to the Building Department, an Owner shall submit to the other Owner a set of the following information, where applicable: Schematic drawings at a scale of not less than one-eighth of one inch (1/8") equals one foot (1') including floor plans, elevations, cross sections dimensions of all improvements for which Owner submitted for a building permit. Additionally, if the plans for an improvement approved by the other Owner change in any way that alters the improvement in any way from the approved plans, an Owner is required to obtain written

approval for the modification from the other Owner prior to making an improvement in accordance with a modification to the plans.

c. Criteria. The other Owner shall make all reasonable efforts to review proposed development on any Sublot within thirty (30) days of its receipt of a complete submittal and with regard to the following standards, criteria and factors:

(1) The proposed improvements, construction, landscaping and alterations to the Sublot and Townhome conforms and harmonizes with the existing improvements with respect to design, materials, colors and topography and the other Townhome and Sublot.

(2) The proposed development will not adversely impact the other Sublot or Townhome.

(3) The proposed development will not unduly or unnecessarily obstruct the existing view corridor from the other Townhome and Sublot.

(4) The proposed development will not unduly interfere with the privacy of the other Townhome and Sublot.

(5) The proposed plan for pedestrian access and parking on a Sublot allows for snow removal and storage, provides for safe and convenient circulation and is designed to minimize adverse impact upon the other Sublots with regard to noise, light and visual impact.

(6) Landscaping provides relief and screening as necessary, with respect to visual impact.

(7) In applying this criteria and all other criteria set out in this paragraph, the reviewing Owner shall balance discretion and determination of the term "reasonable" with whether or not it is imposing conditions that impinge on an Owner's private property rights and how or whether those are offset by the protection of the other Owners' private property rights.

e. Inspections. The Owner making the improvements shall allow the other Owner to make regular exterior inspections of at least one (1) per calendar week, at reasonable times of day, during the course of construction of any and all improvements approved by the other Owner.

7. Rules

The Association, with all Owners approval, may make Rules governing the use of Sublots and Townhomes. The initial rules shall be as follows:

a. Owners shall keep Townhomes in a neat, clean, orderly and well-maintained appearance. No Owner shall commit or allowed to be committed in any Townhome or on a

Sublot any waste or nuisance or store any hazardous substances, as those terms are defined by federal law, Idaho Code, or the Ordinance. No Owner shall do anything which jeopardizes or increases the rate of the insurance coverage required in this Declaration.

b. No improvement, whether Common Elements or a Townhome shall fall into disrepair, and each Townhome shall at all times be kept in good condition and repair.

c. A Sublot is limited to a total of three vehicles, all of which must be parked in the garages or driveway. Vehicles must be operational, have current registration, and be legally allowed to drive on public streets in Idaho.

d. No animals may be kept on the Sublots or in the Townhomes except two (2) dogs and two (2) cats per Sublot; no exotic, dangerous or aggressive animals of any kind shall be raised, bred or kept on any Sublot, except that household pets may be kept, provided that they are not kept, bred or maintained for any commercial purpose and not left outdoors overnight. Owners must clean up all their own pet's waste, regardless of location, and not leave any outside food dishes, so as to avoid conflict with wild animals or roaming pets. Pitbulls, Doberman Pinschers, and Akita dog breeds are considered to be vicious animals.

e. Satellite dishes of no greater than two (2) feet in diameter may be affixed to the exterior of dwelling units in inconspicuous locations.

f. No sign of any kind, other than a standard real estate marketing sign, shall be displayed to the public view without the approval of the other Owner.

g. No gainful occupation, profession, trade or other non-residential use except for a "home occupation" as that term is defined in the Ordinance shall be conducted on any Sublot. Nothing in this Declaration shall prevent the rental of an entire Sublot for residential purposes, on either a short or long-term basis.

h. Trash and recycling must be taken from inside a Townhome and placed directly into a Ketchum approved container, which shall be kept within an enclosed structure to which wildlife cannot access. No trash or recycling shall be kept outside a Townhome at any time other than the day of pickup in Ketchum approved containers. No lumber, grass, shrub or tree clippings or plant waste, metals, bulk materials or scrap shall be kept, stored or allowed to accumulate on any Sublot, except within an enclosed structure or screened from view.

i. No activities shall be conducted or improvements made in Cedars Townhomes, which are or might be unsafe or hazardous to any person or property, including without limitation no firing of any weapons and no open fires shall be lighted or permitted on any property except while personally attended at all times, and in a contained barbecue unit or outdoor fireplace, specifically, fire pits, and completely extinguished at reasonable hours.

j. No obnoxious or offensive activities shall be conducted in a Townhome or Sublot. Nothing shall be done within the Townhome or on the Sublots that may be or may become an annoyance or nuisance to the residents of the other Townhome, or that in any way interferes with the quiet enjoyment of the occupants of the Townhome, including, but not limited to noxious odors, fumes or loud noises.

8. Miscellaneous Provisions

a. Entire Agreement. This is the entire Declaration, unless and until amended.

b. Choice of Law. This Declaration shall be interpreted and enforced under the laws of the State of Idaho.

c. Dispute Resolution. The Association or an Owner, individually, shall have the right to enforce any or all of the provisions of this Declaration upon a Sublot or Owner. The failure of the Association or an Owner to enforce any of the provisions of this Declaration at any time shall not constitute a waiver by the Association of the right to enforce any such provision or any other provisions of this Declaration. Except for the enforcement of a lien, the Association or Owners shall submit any dispute arising out of or related to this Declaration to at least two (2) sessions of mediation of at least two (2) consecutive hours each session by all Owners prior to commencing any litigation. The parties shall use a mediator or mediators acceptable to both parties and bear equally the costs of mediation. Each Owner agrees to pay its own attorney fees incurred prior to and during a mediation.

d. Attorneys' Fees and Costs. The prevailing party in any litigation to enforce any provision or part of this Declaration shall be entitled to reimbursement from the non-prevailing party of all costs and attorney's fees, including without limitation attorney fees incurred on appeal or in bankruptcy court.

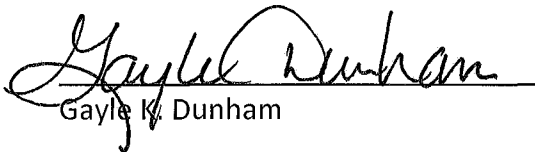
e. Binding Effect. This Declaration shall inure to the benefit of and shall be binding upon the Association and the Owner of any interest in a Sublot, and all their family, assigns, successors in interest, personal representatives, trustees and heirs.

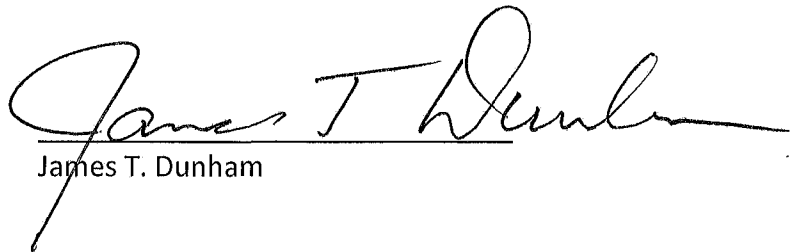
f. Interpretation. The Owners waive the right to make any argument interpreting any ambiguity in this Declaration against the Association or each other as a result of having drafted this Declaration.

g. No Retroactivity. This Declaration shall not apply retroactively or prior to the date of recording, and nothing in this Declaration shall have the effect of overturning or changing any approvals given by the Association for Sublots prior to recording this Declaration, and the recording of this Declaration shall not apply new or different criteria or conditions to past approvals.

h. Amendment. The provisions of this Declaration, including this paragraph, may be amended by an instrument in writing signed and acknowledged by both Owners. Any amendment shall be recorded in the Blaine County real property records to be effective. This Declaration and any amendment shall not defeat or render a beneficiary's rights invalid under a Deed of Trust recorded against a Sublot made in good faith and for value, prior to the recording of this Declaration or any amendment, provided that after the foreclosure of any Deed of Trust the Sublot shall remain subject to this Declaration as amended.

i. Association. The Association, only by both Owners signing, may contract with any third party, independent contractor, and/or employee to perform any and all of their collective responsibilities set out in this Declaration. Any reference to the Association in this Declaration includes a third party, independent contractor, and/or employee acting on the Association's behalf.

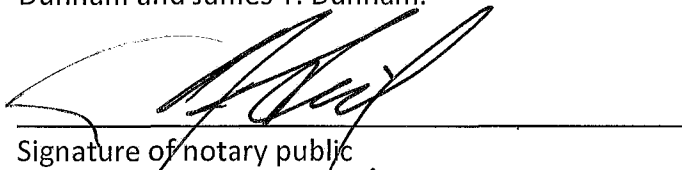

Gayle K. Dunham

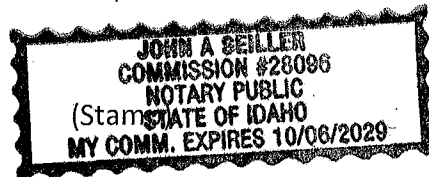

James T. Dunham

State of Idaho

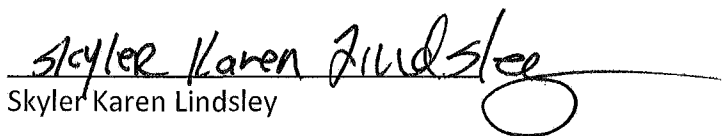
County of Blaine

This record was acknowledged before me on February 12, 2024, by Gayle K. Dunham and James T. Dunham.


Signature of notary public



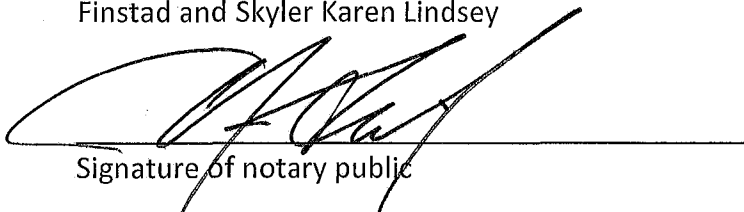

Julie Ann Finstad

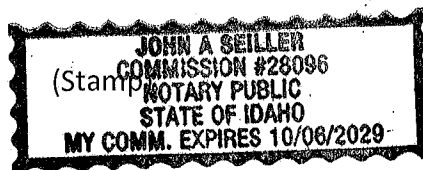

Skyler Karen Lindsley

State of Idaho

County of Blaine

This record was acknowledged before me on February 12, 2024, by Julie Ann Finstad and Skyler Karen Lindsey


Signature of notary public





CLTA GUARANTEE

ISSUED BY
STEWART TITLE GUARANTY COMPANY
A CORPORATION, HEREIN CALLED THE COMPANY

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE LIMITS OF LIABILITY AND OTHER PROVISIONS OF THE CONDITIONS AND STIPULATIONS HERETO ANNEXED AND MADE A PART OF THIS GUARANTEE, AND SUBJECT TO THE FURTHER EXCLUSION AND LIMITATION THAT NO GUARANTEE IS GIVEN NOR LIABILITY ASSUMED WITH RESPECT TO THE IDENTITY OF ANY PARTY NAMED OR REFERRED TO IN SCHEDULE A OR WITH RESPECT TO THE VALIDITY, LEGAL EFFECT OR PRIORITY OF ANY MATTER SHOWN THEREIN.

GUARANTEES

the Assured named in Schedule A against actual monetary loss or damage not exceeding the liability amount stated in Schedule A which the Assured shall sustain by reason of any incorrectness in the assurances set forth in Schedule A.

Dated: November 3, 2022

Signed under seal for the Company, but this endorsement is to be valid only when it bears an authorized countersignature.

Countersigned by:

Authorized Countersignature

TitleOne
Company Name


271 1st Ave North
PO Box 2365
Ketchum, ID 83340

City, State





Frederick H. Eppinger
President and CEO



David Hisey
Secretary

Please note carefully the liability exclusions and limitations and the specific assurances afforded by this guarantee. If you wish additional liability, or assurances other than as contained herein, please contact the company for further information as to the availability and cost.

GUARANTEE CONDITIONS AND STIPULATIONS

1. **Definition of Terms** - The following terms when used in the Guarantee mean:
 - (a) "the Assured": the party or parties named as the Assured in this Guarantee, or on a supplemental writing executed by the Company.
 - (b) "land": the land described or referred to in Schedule (A)(C) or in Part 2, and improvements affixed thereto which by law constitute real property. The term "land" does not include any property beyond the lines of the area described or referred to in Schedule (A)(C) or in Part 2, nor any right, title, interest, estate or easement in abutting streets, roads, avenues, alleys, lanes, ways or waterways.
 - (c) "mortgage": mortgage, deed of trust, trust deed, or other security instrument.
 - (d) "public records": records established under state statutes at Date of Guarantee for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without knowledge.
 - (e) "date": the effective date.
2. **Exclusions from Coverage of this Guarantee** - The Company assumes no liability for loss or damage by reason of the following:
 - (a) Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records.
 - (b) (1) Unpatented mining claims; (2) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (3) water rights, claims or title to water; whether or not the matters excluded by (1), (2) or (3) are shown by the public records.
 - (c) Assurances to title to any property beyond the lines of the land expressly described in the description set forth in Schedule (A)(C) or in Part 2 of this Guarantee, or title to streets, roads, avenues, lanes, ways or waterways on which such land abuts, or the right to maintain therein vaults, tunnels, ramps or any other structure or improvement; or any rights or easements therein unless such property, rights or easements are expressly and specifically set forth in said description.
 - (d) (1) Defects, liens, encumbrances or adverse claims against the title, if assurances are provided as to such title, and as limited by such assurances.
(2) Defects, liens, encumbrances, adverse claims or other matters (a) whether or not shown by the public records, and which are created, suffered, assumed or agreed to by one or more of the Assureds; (b) which result in no loss to the Assured; or (c) which do not result in the invalidity or potential invalidity of any judicial or non-judicial proceeding which is within the scope and purpose of assurances provided.
3. **Notice of Claim to be Given by Assured Claimant** - An Assured shall notify the Company promptly in writing in case knowledge shall come to an Assured hereunder of any claim of title or interest which is adverse to the title to the estate or interest, as stated herein, and which might cause loss or damage for which the Company may be liable by virtue of this Guarantee. If prompt notice shall not be given to the Company, then all liability of the Company shall terminate with regard to the matter or matters for which prompt notice is required; provided, however, that failure to notify the Company shall in no case prejudice the rights of any Assured under this Guarantee unless the Company shall be prejudiced by the failure and then only to the extent of the prejudice.
4. **No Duty to Defend or Prosecute** - The Company shall have no duty to defend or prosecute any action or proceeding to which the Assured is a party, notwithstanding the nature of any allegation in such action or proceeding.
5. **Company's Option to Defend or Prosecute Actions; Duty of Assured Claimant to Cooperate** - Even though the Company has no duty to defend or prosecute as set forth in Paragraph 4 above:
 - (a) The Company shall have the right, at its sole option and cost, to institute and prosecute any action or proceeding, interpose a defense, as limited in (b), or to do any other act which in its opinion may be necessary or desirable to establish the title to the estate or interest as stated herein, or to establish the lien rights of the Assured, or to prevent or reduce loss or damage to the Assured. The Company may take any appropriate action under the terms of this Guarantee, whether or not it shall be liable hereunder, and shall not thereby concede liability or waive any provision of this Guarantee. If the Company shall exercise its rights under this paragraph, it shall do so diligently.
 - (b) If the Company elects to exercise its options as stated in Paragraph 5(a) the Company shall have the right to select counsel of its choice (subject to the right of such Assured to object for reasonable cause) to represent the Assured and shall not be liable for and will not pay the fees of any other counsel, nor will the Company pay any fees, costs or expenses incurred by an Assured in the defense of those causes of action which allege matters not covered by this Guarantee.
 - (c) Whenever the Company shall have brought an action or interposed a defense as permitted by the provisions of this Guarantee, the Company may pursue any litigation to final determination by a court of competent jurisdiction and expressly reserves the right, in its sole discretion, to appeal from an adverse judgment or order.
 - (d) In all cases where this Guarantee permits the Company to prosecute or provide for the defense of any action or proceeding, an Assured shall secure to the Company the right to so prosecute or provide for the defense of any action or proceeding, and all appeals therein, and permit the Company to use, at its option, the name of such Assured for this purpose. Whenever requested by the Company, an Assured, at the Company's expense, shall give the Company all reasonable aid in any action or proceeding, securing evidence, obtaining witnesses, prosecuting or defending the action or lawful act which in the opinion of the Company may be necessary or desirable to establish the title to the estate or interest as stated herein, or to establish the lien rights of the Assured. If the Company is prejudiced by the failure of the Assured to furnish the required cooperation, the Company's obligations to the Assured under the Guarantee shall terminate.
6. **Proof of Loss or Damage** - In addition to and after the notices required under Section 3 of these Conditions and Stipulations have been provided to the Company, a proof of loss or damage signed and sworn to by the Assured shall be furnished to the Company within ninety (90) days after the Assured shall ascertain the facts giving rise to the loss or damage. The proof of loss or damage shall describe the matters covered by this Guarantee which constitute the basis of loss or damage and shall state, to the extent possible, the basis of calculating the amount of the loss or damage. If the Company is prejudiced by the failure of the Assured to provide the required proof of loss or damage, the Company's obligation to such Assured under the Guarantee shall terminate. In addition, the Assured may reasonably be required to submit to examination under oath by an authorized representative of the Company and shall produce for examination, inspection and copying, at such reasonable times and places as may be designated by any authorized representative of the Company, all records, books, ledgers, checks, correspondence and memoranda, whether bearing a date before or after Date of Guarantee, which reasonably pertain to the loss or damage. Further, if requested by any authorized representative of the Company, the Assured shall grant its permission, in writing, for any authorized representative of the Company to examine, inspect and copy all records, books, ledgers, checks, correspondence and memoranda in the custody or control of a third party, which reasonably pertain to the loss or damage. All information designated as confidential by the Assured provided to the Company pursuant to this Section shall not be disclosed to others unless, in the reasonable judgment of the Company, it is necessary in the administration of the claim. Failure of the Assured to submit for examination under oath, produce other reasonably requested information or grant permission to secure reasonably necessary information from third parties as required in the above paragraph, unless prohibited by law or governmental regulation, shall terminate any liability of the Company under this Guarantee to the Assured for that claim.
7. **Options to Pay or Otherwise Settle Claims: Termination of Liability** - In case of a claim under this Guarantee, the Company shall have the following additional options:
 - (a) To Pay or Tender Payment of the Amount of Liability or to Purchase the Indebtedness.

GUARANTEE CONDITIONS AND STIPULATIONS

The Company shall have the option to pay or settle or compromise for or in the name of the Assured any claim which could result in loss to the Assured within the coverage of this Guarantee, or to pay the full amount of this Guarantee or, if this Guarantee is issued for the benefit of a holder of a mortgage or a lienholder, the Company shall have the option to purchase the indebtedness secured by said mortgage or said lien for the amount owing thereon, together with any costs, reasonable attorneys' fees and expenses incurred by the Assured claimant which were authorized by the Company up to the time of purchase.

Such purchase, payment or tender of payment of the full amount of the Guarantee shall terminate all liability of the Company hereunder. In the event after notice of claim has been given to the Company by the Assured the Company offers to purchase said indebtedness, the owner of such indebtedness shall transfer and assign said indebtedness, together with any collateral security, to the Company upon payment of the purchase price. Upon the exercise by the Company of the option provided for in Paragraph (a) the Company's obligation to the Assured under this Guarantee for the claimed loss or damage, other than to make the payment required in that paragraph, shall terminate, including any obligation to continue the defense or prosecution of any litigation for which the Company has exercised its options under Paragraph 5, and the Guarantee shall be surrendered to the Company of cancellation.

- (b) **To Pay or Otherwise Settle With Parties Other Than the Assured or With the Assured Claimant.**

To pay or otherwise settle with other parties for or in the name of an Assured claimant any claim assured against under this Guarantee, together with any costs, attorneys' fees and expenses incurred by the Assured claimant which were authorized by the Company up to the time of payment and which the Company is obligated to pay.

Upon the exercise by the Company of the option provided for in Paragraph (b) the Company's obligation to the Assured under this Guarantee for the claimed loss or damage, other than to make the payment required in that paragraph, shall terminate, including any obligation to continue the defense or prosecution of any litigation for which the Company has exercised its options under Paragraph 5.

- 8. Determination and Extent of Liability** - This Guarantee is a contract of Indemnity against actual monetary loss or damage sustained or incurred by the Assured claimant who has suffered loss or damage by reason of reliance upon the assurances set forth in this Guarantee and only to the extent herein described, and subject to the exclusions stated in Paragraph 2.

The liability of the Company under this Guarantee to the Assured shall not exceed the least of:

- (a) the amount of liability stated in Schedule A;
- (b) the amount of the unpaid principal indebtedness secured by the mortgage of an Assured mortgagee, as limited or provided under Section 7 of these Conditions and Stipulations or as reduced under Section 10 of these Conditions and Stipulations, at the time the loss or damage assured against by this Guarantee occurs, together with interest thereon; or
- (c) the difference between the value of the estate or interest covered hereby as stated herein and the value of the estate or interest subject to any defect, lien or encumbrance assured against by this Guarantee.

9. Limitation of Liability

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

- 10. Reduction of Liability or Termination of Liability** - All payments under this Guarantee, except payments made for costs, attorneys' fees and expenses pursuant to Paragraph 5 shall reduce the amount of liability pro tanto.

11. Payment Loss

- (a) No payment shall be made without producing this Guarantee for endorsement of the payment unless the Guarantee has been lost or destroyed, in which case proof of loss or destruction shall be furnished to the satisfaction of the Company.
- (b) When liability and the extent of loss or damage has been definitely fixed in accordance with these Conditions and Stipulations, the loss or damage shall be payable within thirty (30) days thereafter.

- 12. Subrogation Upon Payment or Settlement** - Whenever the Company shall have settled and paid a claim under this Guarantee, all right of subrogation shall vest in the Company unaffected by any act of the Assured claimant.

The Company shall be subrogated to and be entitled to all rights and remedies which the Assured would have had against any person or property in respect to the claim had this Guarantee not been issued. If requested by the Company, the Assured shall transfer to the Company all rights and remedies against any person or property necessary in order to perfect this right of subrogation. The Assured shall permit the Company to sue, compromise or settle in the name of the Assured and to use the name of the Assured in any transaction or litigation involving these rights or remedies.

If a payment on account of a claim does not fully cover the loss of the Assured the Company shall be subrogated to all rights and remedies of the Assured after the Assured shall have recovered its principal, interest, and costs of collection.

- 13. Arbitration** - Unless prohibited by applicable law, either the Company or the Assured may demand arbitration pursuant to the Title Insurance Arbitration Rules of the American Arbitration Association. Arbitrable matters may include, but are not limited to, any controversy or claim between the Company and the Assured arising out of or relating to this Guarantee, any service of the Company in connection with its issuance or the breach of a Guarantee provision or other obligation. All arbitrable matters when the Amount of Liability is \$1,000,000 or less shall be arbitrated at the option of either the Company or the Assured. All arbitrable matters when the amount of liability is in excess of \$1,000,000 shall be arbitrated only when agreed to by both the Company and the Assured. The Rules in effect at Date of Guarantee shall be binding upon the parties. The award may include attorneys' fees only if the laws of the state in which the land is located permits a court to award attorneys' fees to a prevailing party. Judgment upon the award rendered by the Arbitrator(s) may be entered in any court having jurisdiction thereof.

The law of the situs of the land shall apply to an arbitration under the Title Insurance Arbitration Rules. A copy of the Rules may be obtained from the Company upon request.

14. Liability Limited to This Guarantee; Guarantee Entire Contract

- (a) This Guarantee together with all endorsements, if any, attached hereto by the Company is the entire Guarantee and contract between the Assured and the Company. In interpreting any provision of this Guarantee, this Guarantee shall be construed as a whole.
- (b) Any claim of loss or damage, whether or not based on negligence, or any action asserting such claim, shall be restricted to this Guarantee.
- (c) No amendment or endorsement to this Guarantee can be made except by a writing endorsed hereon or attached hereto signed by either the President, a Vice President, the Secretary, an Assistant Secretary, or validating officer or authorized signatory of the Company.

- 15. Notices, Where Sent** - All notices required to be given the Company and any statement in writing required to be furnished the Company shall include the number of this Guarantee and shall be addressed to the Company at P. O. Box 2029, Houston, TX 77252-2029.

LOT BOOK GUARANTEE
Issued By
Stewart Title Guaranty Company

SCHEDULE A

File No. 22465766
State: ID
County: Blaine

<u>Guarantee No.</u>	<u>Liability</u>	<u>Date of Guarantee</u>	<u>Fee</u>
G-0000803583258	\$1,000.00	November 3, 2022 at 7:30 a.m.	\$140.00

Name of Assured:
Alpine Enterprises

The assurances referred to on the face page hereof are:

1. That, according to the Company's property records relative to the following described land (but without examination of those Company records maintained and indexed by name):

Condominium Unit 1, as shown on the Condominium Map for CEDARS CONDOMINIUMS, BLAINE COUNTY, IDAHO, according to the official plat thereof, recorded as Instrument No. 202893, and as defined and described in the Condominium Declaration for the Cedars Condominiums, recorded as Instrument No. 202892, records of Blaine County, Idaho.

2. The last recorded instrument purporting to transfer title to said land is:

Deed Type: Quit Claim Deed

Grantors: Skyler K. Lindsley, a single woman and Julie A. Finstad, a single woman

Grantees: Skyler Karen Lindsley, a single woman and Julie Ann Finstad, a single woman, as joint tenants with rights of survivorship, and not as tenants in common

Recorded Date: April 22, 2005

Instrument: 519078

[Click here to view](#)

3. There are no mortgages or deeds of trust which purport to affect title to said land, other than those shown below under Exceptions.
4. There are no (homesteads, agreements to convey, attachments, notices of non-responsibility, notices of completion, tax deeds) which purport to affect title to said land, other than shown below under Exceptions.
5. No guarantee is made regarding (a) matters affecting the beneficial interest of any mortgage or deed of trust which may be shown herein as an exception, or (b) other matters which may affect any such mortgage or deed of trust.
6. No guarantee is made regarding any liens, claims of liens, defects or encumbrances other than those specifically provided for above, and, if information was requested by reference to a street address, no guarantee is made that said land is the same as said address.

EXCEPTIONS:

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

230 Cedar Dr 1, Ketchum, ID 83340

2. Taxes for the year 2021 are paid in full.

Parcel Number: RPK07470000010

Original Amount: \$3,137.76

3. Taxes, including any assessments collected therewith, for the year 2022 which are a lien not yet due and payable.

4. The land described herein is located within the boundaries of the City of Ketchum and is subject to any assessments levied thereby.
5. Liens, levies, and assessments of the Management Body, if any, as outlined in the Condominium Declaration.
6. Easements, reservations, restrictions, and dedications as shown on the official plat of [Warm Springs Village Subdivision Third Addition](#).
7. Easements, reservations, restrictions, and dedications as shown on the official plat of [Cedars Condominiums](#).
8. Reservations and exceptions in a United States Patent, and in the act authorizing the issuance thereof, recorded June 23, 1924 as Instrument No. [55385](#) and Amended by [58955](#), records of Blaine County, ID.
9. Right of way for ditches, tunnels, telephone, and distribution lines constructed by authority of the United States, as granted to the United States under the provisions of Section 58-604 Idaho Code.
10. Terms and conditions contained in a/an Affidavit as to Identification of Plats and Descriptions of Real Property, Re. Avalanches.
Recorded: October 10, 1979
Instrument No.: [197578](#), records of Blaine County, ID.
11. Terms, provisions, covenants, conditions, restrictions and easements provided in a Condominium Declaration but omitting any covenants, conditions or restrictions, if any, to the extent that such violates 42 USC 3604 (c) or any other ordinance, statute or regulation.
Recorded: April 22, 1980
Instrument No.: [202892](#), records of Blaine County, ID.

Sun Valley Title

By:

A handwritten signature in black ink, appearing to be 'NB' or similar initials, written in a cursive style.

Nick Busdon, Authorized Signatory

JUDGMENT AND TAX LIEN GUARANTEE

Issued By
Stewart Title Guaranty Company

SCHEDULE A

Amount of Liability: \$1,000.00

Fee Amount: \$0.00

Guarantee No.: G-0000803583258

Name of Assured: Alpine Enterprises

Date of Guarantee: November 3, 2022

That, according to the indices of the County Recorder of Blaine County, State of ID, for a period of 10 years immediately prior to the date hereof, there are no

- * Federal Tax Liens
- * Abstracts of Judgment, or
- * Certificates of State Tax Liens

filed, or recorded against the herein named parties, other than those for which a release appears in said indices and other than those shown under Exceptions.

The parties referred to in this guarantee are as follows:

Skyler Karen Lindsley, a single woman, and Julie Ann Finstad, a single woman, as joint tenants with rights of survivorship, and not as tenants in common

Sun Valley Title
By:



Nick Busdon, Authorized Signatory

SCHEDULE B

Exceptions:

NONE



CLTA GUARANTEE

ISSUED BY
STEWART TITLE GUARANTY COMPANY
A CORPORATION, HEREIN CALLED THE COMPANY

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE LIMITS OF LIABILITY AND OTHER PROVISIONS OF THE CONDITIONS AND STIPULATIONS HERETO ANNEXED AND MADE A PART OF THIS GUARANTEE, AND SUBJECT TO THE FURTHER EXCLUSION AND LIMITATION THAT NO GUARANTEE IS GIVEN NOR LIABILITY ASSUMED WITH RESPECT TO THE IDENTITY OF ANY PARTY NAMED OR REFERRED TO IN SCHEDULE A OR WITH RESPECT TO THE VALIDITY, LEGAL EFFECT OR PRIORITY OF ANY MATTER SHOWN THEREIN.

GUARANTEES

the Assured named in Schedule A against actual monetary loss or damage not exceeding the liability amount stated in Schedule A which the Assured shall sustain by reason of any incorrectness in the assurances set forth in Schedule A.

Dated: October 17, 2022

Signed under seal for the Company, but this endorsement is to be valid only when it bears an authorized countersignature.

Countersigned by:


Authorized Countersignature

TitleOne
Company Name


271 1st Ave North
PO Box 2365
Ketchum, ID 83340

City, State





Frederick H. Eppinger
President and CEO



David Hisey
Secretary

Please note carefully the liability exclusions and limitations and the specific assurances afforded by this guarantee. If you wish additional liability, or assurances other than as contained herein, please contact the company for further information as to the availability and cost.

GUARANTEE CONDITIONS AND STIPULATIONS

1. **Definition of Terms** - The following terms when used in the Guarantee mean:
 - (a) "the Assured": the party or parties named as the Assured in this Guarantee, or on a supplemental writing executed by the Company.
 - (b) "land": the land described or referred to in Schedule (A)(C) or in Part 2, and improvements affixed thereto which by law constitute real property. The term "land" does not include any property beyond the lines of the area described or referred to in Schedule (A)(C) or in Part 2, nor any right, title, interest, estate or easement in abutting streets, roads, avenues, alleys, lanes, ways or waterways.
 - (c) "mortgage": mortgage, deed of trust, trust deed, or other security instrument.
 - (d) "public records": records established under state statutes at Date of Guarantee for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without knowledge.
 - (e) "date": the effective date.
2. **Exclusions from Coverage of this Guarantee** - The Company assumes no liability for loss or damage by reason of the following:
 - (a) Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records.
 - (b) (1) Unpatented mining claims; (2) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (3) water rights, claims or title to water; whether or not the matters excluded by (1), (2) or (3) are shown by the public records.
 - (c) Assurances to title to any property beyond the lines of the land expressly described in the description set forth in Schedule (A)(C) or in Part 2 of this Guarantee, or title to streets, roads, avenues, lanes, ways or waterways on which such land abuts, or the right to maintain therein vaults, tunnels, ramps or any other structure or improvement; or any rights or easements therein unless such property, rights or easements are expressly and specifically set forth in said description.
 - (d) (1) Defects, liens, encumbrances or adverse claims against the title, if assurances are provided as to such title, and as limited by such assurances.
(2) Defects, liens, encumbrances, adverse claims or other matters (a) whether or not shown by the public records, and which are created, suffered, assumed or agreed to by one or more of the Assureds; (b) which result in no loss to the Assured; or (c) which do not result in the invalidity or potential invalidity of any judicial or non-judicial proceeding which is within the scope and purpose of assurances provided.
3. **Notice of Claim to be Given by Assured Claimant** - An Assured shall notify the Company promptly in writing in case knowledge shall come to an Assured hereunder of any claim of title or interest which is adverse to the title to the estate or interest, as stated herein, and which might cause loss or damage for which the Company may be liable by virtue of this Guarantee. If prompt notice shall not be given to the Company, then all liability of the Company shall terminate with regard to the matter or matters for which prompt notice is required; provided, however, that failure to notify the Company shall in no case prejudice the rights of any Assured under this Guarantee unless the Company shall be prejudiced by the failure and then only to the extent of the prejudice.
4. **No Duty to Defend or Prosecute** - The Company shall have no duty to defend or prosecute any action or proceeding to which the Assured is a party, notwithstanding the nature of any allegation in such action or proceeding.
5. **Company's Option to Defend or Prosecute Actions; Duty of Assured Claimant to Cooperate** - Even though the Company has no duty to defend or prosecute as set forth in Paragraph 4 above:
 - (a) The Company shall have the right, at its sole option and cost, to institute and prosecute any action or proceeding, interpose a defense, as limited in (b), or to do any other act which in its opinion may be necessary or desirable to establish the title to the estate or interest as stated herein, or to establish the lien rights of the Assured, or to prevent or reduce loss or damage to the Assured. The Company may take any appropriate action under the terms of this Guarantee, whether or not it shall be liable hereunder, and shall not thereby concede liability or waive any provision of this Guarantee. If the Company shall exercise its rights under this paragraph, it shall do so diligently.
 - (b) If the Company elects to exercise its options as stated in Paragraph 5(a) the Company shall have the right to select counsel of its choice (subject to the right of such Assured to object for reasonable cause) to represent the Assured and shall not be liable for and will not pay the fees of any other counsel, nor will the Company pay any fees, costs or expenses incurred by an Assured in the defense of those causes of action which allege matters not covered by this Guarantee.
 - (c) Whenever the Company shall have brought an action or interposed a defense as permitted by the provisions of this Guarantee, the Company may pursue any litigation to final determination by a court of competent jurisdiction and expressly reserves the right, in its sole discretion, to appeal from an adverse judgment or order.
 - (d) In all cases where this Guarantee permits the Company to prosecute or provide for the defense of any action or proceeding, an Assured shall secure to the Company the right to so prosecute or provide for the defense of any action or proceeding, and all appeals therein, and permit the Company to use, at its option, the name of such Assured for this purpose. Whenever requested by the Company, an Assured, at the Company's expense, shall give the Company all reasonable aid in any action or proceeding, securing evidence, obtaining witnesses, prosecuting or defending the action or lawful act which in the opinion of the Company may be necessary or desirable to establish the title to the estate or interest as stated herein, or to establish the lien rights of the Assured. If the Company is prejudiced by the failure of the Assured to furnish the required cooperation, the Company's obligations to the Assured under the Guarantee shall terminate.
6. **Proof of Loss or Damage** - In addition to and after the notices required under Section 3 of these Conditions and Stipulations have been provided to the Company, a proof of loss or damage signed and sworn to by the Assured shall be furnished to the Company within ninety (90) days after the Assured shall ascertain the facts giving rise to the loss or damage. The proof of loss or damage shall describe the matters covered by this Guarantee which constitute the basis of loss or damage and shall state, to the extent possible, the basis of calculating the amount of the loss or damage. If the Company is prejudiced by the failure of the Assured to provide the required proof of loss or damage, the Company's obligation to such Assured under the Guarantee shall terminate. In addition, the Assured may reasonably be required to submit to examination under oath by an authorized representative of the Company and shall produce for examination, inspection and copying, at such reasonable times and places as may be designated by any authorized representative of the Company, all records, books, ledgers, checks, correspondence and memoranda, whether bearing a date before or after Date of Guarantee, which reasonably pertain to the loss or damage. Further, if requested by any authorized representative of the Company, the Assured shall grant its permission, in writing, for any authorized representative of the Company to examine, inspect and copy all records, books, ledgers, checks, correspondence and memoranda in the custody or control of a third party, which reasonably pertain to the loss or damage. All information designated as confidential by the Assured provided to the Company pursuant to this Section shall not be disclosed to others unless, in the reasonable judgment of the Company, it is necessary in the administration of the claim. Failure of the Assured to submit for examination under oath, produce other reasonably requested information or grant permission to secure reasonably necessary information from third parties as required in the above paragraph, unless prohibited by law or governmental regulation, shall terminate any liability of the Company under this Guarantee to the Assured for that claim.
7. **Options to Pay or Otherwise Settle Claims: Termination of Liability** - In case of a claim under this Guarantee, the Company shall have the following additional options:
 - (a) To Pay or Tender Payment of the Amount of Liability or to Purchase the Indebtedness.

GUARANTEE CONDITIONS AND STIPULATIONS

The Company shall have the option to pay or settle or compromise for or in the name of the Assured any claim which could result in loss to the Assured within the coverage of this Guarantee, or to pay the full amount of this Guarantee or, if this Guarantee is issued for the benefit of a holder of a mortgage or a lienholder, the Company shall have the option to purchase the indebtedness secured by said mortgage or said lien for the amount owing thereon, together with any costs, reasonable attorneys' fees and expenses incurred by the Assured claimant which were authorized by the Company up to the time of purchase.

Such purchase, payment or tender of payment of the full amount of the Guarantee shall terminate all liability of the Company hereunder. In the event after notice of claim has been given to the Company by the Assured the Company offers to purchase said indebtedness, the owner of such indebtedness shall transfer and assign said indebtedness, together with any collateral security, to the Company upon payment of the purchase price. Upon the exercise by the Company of the option provided for in Paragraph (a) the Company's obligation to the Assured under this Guarantee for the claimed loss or damage, other than to make the payment required in that paragraph, shall terminate, including any obligation to continue the defense or prosecution of any litigation for which the Company has exercised its options under Paragraph 5, and the Guarantee shall be surrendered to the Company of cancellation.

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

To pay or otherwise settle with other parties for or in the name of an Assured claimant any claim assured against under this Guarantee, together with any costs, attorneys' fees and expenses incurred by the Assured claimant which were authorized by the Company up to the time of payment and which the Company is obligated to pay.

Upon the exercise by the Company of the option provided for in Paragraph (b) the Company's obligation to the Assured under this Guarantee for the claimed loss or damage, other than to make the payment required in that paragraph, shall terminate, including any obligation to continue the defense or prosecution of any litigation for which the Company has exercised its options under Paragraph 5.

- 8. Determination and Extent of Liability** - This Guarantee is a contract of Indemnity against actual monetary loss or damage sustained or incurred by the Assured claimant who has suffered loss or damage by reason of reliance upon the assurances set forth in this Guarantee and only to the extent herein described, and subject to the exclusions stated in Paragraph 2.

The liability of the Company under this Guarantee to the Assured shall not exceed the least of:

- the amount of liability stated in Schedule A;
- the amount of the unpaid principal indebtedness secured by the mortgage of an Assured mortgagee, as limited or provided under Section 7 of these Conditions and Stipulations or as reduced under Section 10 of these Conditions and Stipulations, at the time the loss or damage assured against by this Guarantee occurs, together with interest thereon; or
- the difference between the value of the estate or interest covered hereby as stated herein and the value of the estate or interest subject to any defect, lien or encumbrance assured against by this Guarantee.

9. Limitation of Liability

(a) If the Company establishes the title, or removes the alleged defect, lien or encumbrance, or cures any other matter assured against by this Guarantee in a reasonably diligent manner by any method, including litigation and the completion of any appeals therefrom, it shall have fully performed its obligations with respect to that matter and shall not be liable for any loss or damage caused thereby.

(b) In the event of any litigation by the Company or with the Company's consent, the Company shall have no liability for loss or damage until there has been a final determination by a court of competent jurisdiction, and disposition of all appeals therefrom, adverse to the title, as stated herein.

(c) The Company shall not be liable for loss or damage to any Assured for liability voluntarily assumed by the Assured in settling any claim or suit without the prior written consent of the Company.

- 10. Reduction of Liability or Termination of Liability** - All payments under this Guarantee, except payments made for costs, attorneys' fees and expenses pursuant to Paragraph 5 shall reduce the amount of liability pro tanto.

11. Payment Loss

(a) No payment shall be made without producing this Guarantee for endorsement of the payment unless the Guarantee has been lost or destroyed, in which case proof of loss or destruction shall be furnished to the satisfaction of the Company.

(b) When liability and the extent of loss or damage has been definitely fixed in accordance with these Conditions and Stipulations, the loss or damage shall be payable within thirty (30) days thereafter.

- 12. Subrogation Upon Payment or Settlement** - Whenever the Company shall have settled and paid a claim under this Guarantee, all right of subrogation shall vest in the Company unaffected by any act of the Assured claimant.

The Company shall be subrogated to and be entitled to all rights and remedies which the Assured would have had against any person or property in respect to the claim had this Guarantee not been issued. If requested by the Company, the Assured shall transfer to the Company all rights and remedies against any person or property necessary in order to perfect this right of subrogation. The Assured shall permit the Company to sue, compromise or settle in the name of the Assured and to use the name of the Assured in any transaction or litigation involving these rights or remedies.

If a payment on account of a claim does not fully cover the loss of the Assured the Company shall be subrogated to all rights and remedies of the Assured after the Assured shall have recovered its principal, interest, and costs of collection.

- 13. Arbitration** - Unless prohibited by applicable law, either the Company or the Assured may demand arbitration pursuant to the Title Insurance Arbitration Rules of the American Arbitration Association. Arbitrable matters may include, but are not limited to, any controversy or claim between the Company and the Assured arising out of or relating to this Guarantee, any service of the Company in connection with its issuance or the breach of a Guarantee provision or other obligation. All arbitrable matters when the Amount of Liability is \$1,000,000 or less shall be arbitrated at the option of either the Company or the Assured. All arbitrable matters when the amount of liability is in excess of \$1,000,000 shall be arbitrated only when agreed to by both the Company and the Assured. The Rules in effect at Date of Guarantee shall be binding upon the parties. The award may include attorneys' fees only if the laws of the state in which the land is located permits a court to award attorneys' fees to a prevailing party. Judgment upon the award rendered by the Arbitrator(s) may be entered in any court having jurisdiction thereof.

The law of the situs of the land shall apply to an arbitration under the Title Insurance Arbitration Rules. A copy of the Rules may be obtained from the Company upon request.

14. Liability Limited to This Guarantee; Guarantee Entire Contract

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

(b) Any claim of loss or damage, whether or not based on negligence, or any action asserting such claim, shall be restricted to this Guarantee.

(c) No amendment or endorsement to this Guarantee can be made except by a writing endorsed hereon or attached hereto signed by either the President, a Vice President, the Secretary, an Assistant Secretary, or validating officer or authorized signatory of the Company.

- 15. Notices, Where Sent** - All notices required to be given the Company and any statement in writing required to be furnished the Company shall include the number of this Guarantee and shall be addressed to the Company at P. O. Box 2029, Houston, TX 77252-2029.

LOT BOOK GUARANTEE
Issued By
Stewart Title Guaranty Company

SCHEDULE A

File No. 22464715
State: ID
County: Blaine

<u>Guarantee No.</u>	<u>Liability</u>	<u>Date of Guarantee</u>	<u>Fee</u>
G-0000761333938	\$1,000.00	October 17, 2022 at 7:30 a.m.	\$140.00

Name of Assured:
Alpine Enterprises, Inc.

The assurances referred to on the face page hereof are:

1. That, according to the Company's property records relative to the following described land (but without examination of those Company records maintained and indexed by name):

Condominium Unit 2, as shown on the Condominium Map for CEDARS CONDOMINIUMS, BLAINE COUNTY, IDAHO, according to the official plat thereof, recorded as Instrument No. 202893, and as defined and described in the Condominium Declaration for the Cedars Condominiums, recorded as Instrument No. 202892, records of Blaine County, Idaho.

2. The last recorded instrument purporting to transfer title to said land is:

Deed Type: Personal Representatives Deed
Grantors: Linda W. Fitzgerald, as personal representative of the Estate of Wilma A. Waters, deceased
Grantees: Gayle Kathleen Dunham and James Thomas Dunham
Recorded Date: September 20, 2022
Instrument: 696315
[Click here to view](#)

3. There are no mortgages or deeds of trust which purport to affect title to said land, other than those shown below under Exceptions.
4. There are no (homesteads, agreements to convey, attachments, notices of non-responsibility, notices of completion, tax deeds) which purport to affect title to said land, other than shown below under Exceptions.
5. No guarantee is made regarding (a) matters affecting the beneficial interest of any mortgage or deed of trust which may be shown herein as an exception, or (b) other matters which may affect any such mortgage or deed of trust.
6. No guarantee is made regarding any liens, claims of liens, defects or encumbrances other than those specifically provided for above, and, if information was requested by reference to a street address, no guarantee is made that said land is the same as said address.

EXCEPTIONS:

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

230 Cedar Dr 2, Ketchum, ID 83340

2. Taxes for the year 2021 are paid in full.

Parcel Number: [RPK07470000020](#)

Original Amount: \$2,033.84

3. Taxes, including any assessments collected therewith, for the year 2022 which are a lien not yet due and payable.

4. The land described herein is located within the boundaries of the City of Ketchum and is subject to any assessments levied thereby.

5. Liens, levies, and assessments of the Management Body, if any, as outlined in the Condominium Declaration.
6. Easements, reservations, restrictions, and dedications as shown on the official plat of [Warm Springs Village Subdivision Third Addition](#).
7. Easements, reservations, restrictions, and dedications as shown on the official plat of [Cedars Condominiums](#).
8. Reservations and exceptions in a United States Patent, and in the act authorizing the issuance thereof, recorded June 23, 1924 as Instrument No. [55385](#) and Amended by [58955](#), records of Blaine County, ID.
9. Right of way for ditches, tunnels, telephone, and distribution lines constructed by authority of the United States, as granted to the United States under the provisions of Section 58-604 Idaho Code.
10. Terms and conditions contained in a/an Affidavit as to Identification of Plats and Descriptions of Real Property, Re. Avalanches.
Recorded: October 10, 1979
Instrument No.: [197578](#), records of Blaine County, ID.
11. Terms, provisions, covenants, conditions, restrictions and easements provided in a Condominium Declaration but omitting any covenants, conditions or restrictions, if any, to the extent that such violates 42 USC 3604 (c) or any other ordinance, statute or regulation.
Recorded: April 22, 1980
Instrument No.: [202892](#), records of Blaine County, ID.

Sun Valley Title

By:



Nick Busdon, Authorized Signatory

JUDGMENT AND TAX LIEN GUARANTEE

Issued By
Stewart Title Guaranty Company

SCHEDULE A

Amount of Liability: \$1,000.00

Fee Amount: \$0.00

Guarantee No.: G-0000761333938

Name of Assured: Alpine Enterprises, Inc.

Date of Guarantee: October 17, 2022

That, according to the indices of the County Recorder of Blaine County, State of ID, for a period of 10 years immediately prior to the date hereof, there are no

- * Federal Tax Liens
- * Abstracts of Judgment, or
- * Certificates of State Tax Liens

filed, or recorded against the herein named parties, other than those for which a release appears in said indices and other than those shown under Exceptions.

The parties referred to in this guarantee are as follows:

Gayle Kathleen Dunham and James Thomas Dunham (*no marital status shown*)

Sun Valley Title
By:



Nick Busdon, Authorized Signatory

SCHEDULE B

Exceptions:

NONE



City of Ketchum

Attachment 2: Cedars Townhomes Preliminary Plat

WARM SPRINGS VILLAGE SUBD. 3RD ADD.
BLOCK 2
LOT 8

FIR DRIVE TOWNHOUSES

WARM SPRINGS VILLAGE SUBD. 3RD ADD.
BLOCK 2
LOT 4

PINE TREE CONDOS

APPROXIMATE
EXISTING
RESIDENCE

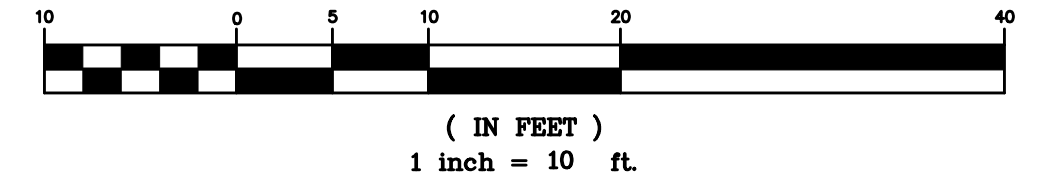
PROPOSED SUBLOT 2
±5475 Sq. Ft.
±0.13 Ac.

EXISTING CEDARS CONDOS
±10,000 Sq. Ft.
±0.23 Ac.

PROPOSED SUBLOT 1
±4,525 Sq. Ft.
±0.10 Ac.

APPROXIMATE
EXISTING
RESIDENCE

GRAPHIC SCALE



LEGEND

- SUBJECT BOUNDARY
- PROPOSED SUBLOT BOUNDARY
- ADJOINER LOT LINES
- BUILDING ENVELOPE
- EOA = EDGE OF ASPHALT
- EXISTING BUILDING/STRUCTURE
- EXISTING DECK LINE
- EOP = EDGE OF PAVERS
- FNC = EXISTING FENCE
- RTW = EXISTING RETAINING WALL
- WM = WATER MAIN
- WS = WATER SERVICE
- SWR = SEWER MAIN
- SS = SEWER SERVICE
- GAS = GAS LINE
- COMM = BURIED PHONE/CABLE LINE
- 1' CONTOURS PER ALPINE 2022
- 5' CONTOURS PER ALPINE 2022
- △ CNTRL = SURVEY CONTROL
- FND = FOUND 1/2" REBAR AS SHOWN
- FOUND 5/8" REBAR AS SHOWN
- PBOX = POWER BOX
- PMTR = POWER METER
- PHBOX = PHONE BOX
- TVBOX = CABLE BOX
- GMTR = GAS METER
- IRR = IRRIGATION CONTROL
- WATER VALVE
- WATER METER
- × 5860.0 GROUND SHOT/SPOT ELEVATION
- DT = DECIDUOUS TREE
- CT = CONIFEROUS TREE
- NC NO CAP
- DW DRIVEWAY
- HOT HOT TUB
- HSE COR HOUSE CORNER
- PARTY? PARTY WALL
- PLR PILLAR
- TP TOP OF PAVEMENT/PAVERS
- RRT RAIL ROAD TIE
- CONC CONCRETE
- [] RECORD BEARING AND DISTANCE PER INST. NO. 202893
- () RECORD BEARING AND DISTANCE PER INST. NO. 114679

NOTES

- 1) Basis of Bearings is Idaho State Plane Coordinate System, Central Zone, NAD83, (1992), at Grid in US Survey Feet. Vertical Datum is NAVD83, (1992).
- 2) Boundary Information is from the Plat of The Cedars Condominiums, Instrument Number 202893; the Plat of Warm Springs Village Subdivision, Third Addition, Instrument Number 114679; Records of Blaine County, Idaho.
- 3) Refer to the Plat Notes, Conditions, Covenants, and Restrictions on Original Plats.
- 4) Utility Locations shown are based on visual surface evidence and Digline Locate. Utility locations should always be verified by Digline Locate before any Excavation.
- 5) Current Zoning appears to be GR-L, General Residential Low Density. The Subject Lot appears to be in an Avalanche Zone per City of Ketchum Zoning Ordinance No. 1181. Please refer to City of Ketchum Zoning Ordinances for more information about these Zones including Building Regulations and setbacks.
- 6) Not all trees and vegetation are shown, some locations are approximate.
- 7) Applicants/Owners are:
Unit 1: Skylor Karen Lindsey and Julie Ann Finstad, 2360 43rd Ave. E., Apt 113, Seattle, WA 98112-2703;
Unit 2: James Thomas and Gayle Kathleen Dunham, 26009 101st PL SW, Vashon, WA, 98070;
Surveyor/Representative: Bruce Smith, PLS, Alpine Enterprises Inc., P.O. Box 2037, Ketchum, ID 83340.
- 8) The Cedars Townhomes Sublots shall have Mutual Reciprocal Utility Easements for maintenance and repair of Public Utilities.
- 9) The Building Envelope is based off required setbacks and the underlying zoning requirements apply.

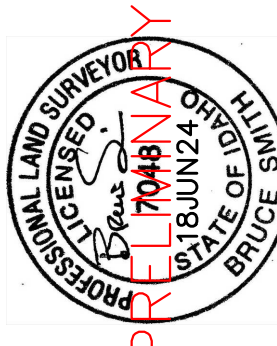
SURVEYOR NARRATIVE

The purpose of this survey is to Replat The Cedar Condominiums into Townhouse Sublots as shown hereon. During a Boundary Retracement of The Cedar Condominiums, all found Monuments of Record were accepted.
Sublot Lines were decided based on an existing Site Plan, Owner preference and agreement.

PROJECT PATH AND PRINT DATE: U:\CarlsonProjects\1971_CedarsCondos\1971_CedarsCondos.dwg 06/17/2024 3:14:29 PM MST

A PRELIMINARY PLAT SHOWING
THE CEDARS TOWNHOMES
WHEREIN THE CEDARS CONDOMINIUMS ARE REPLATED AS TOWNHOUSE SUBLOTS AS SHOWN HEREON
WITHIN S11, T.4N., R.17E., B.M., CITY OF KETCHUM, BLAINE COUNTY, IDAHO
PREPARED FOR JAMES & GAYLE DUNHAM AND SKYLOR LINDSEY & JULIE ANN FINSTAD

Alpine Enterprises Inc.
Surveying, Mapping, Civil Engineering,
and Natural Hazards Consulting
660 Bell Dr., Unit 1 83340 USA
P.O. Box 2037, Ketchum, ID 83340
(208) 727-1858 / 727-1967 fax
email: bsmith@alpineenterprisesinc.com



REVISIONS	NO	DATE	BY
ADD NEW WATER SERVICE LINES	1	23MAY24	BS
ADD Notes 8&9	2	18JUN24	BS



City of Ketchum

Attachment 3: Draft Findings of Fact, Conclusions of Law and Decision



City of Ketchum
Planning & Building

IN RE:)	
)	
Cedars Townhomes)	KETCHUM CITY COUNCIL
Townhouse Subdivision – Preliminary Plat)	FINDINGS OF FACT, CONCLUSIONS OF LAW, AND
Date: July 1, 2024)	DECISION
)	
File Number: P24-013)	

PROJECT: Cedars Townhomes

APPLICATION TYPE: Townhouse Subdivision Preliminary Plat

FILE NUMBER: P24-013

REPRESENTATIVE: Bruce Smith, Alpine Enterprises Inc.

PROPERTY OWNER: Skylar Karen Lindsley and Julie Ann Finstad (Unit 1)
James Thomas and Gayle Kathleen Dunham (Unit 2)

LOCATION: 230 Cedar Drive (Lot 3, Block 2, Warm Springs Village Subdivision Third Addition)

ZONING: General Residential Low Density (GR-L)

OVERLAY: Avalanche

RECORD OF PROCEEDINGS

The City of Ketchum received the Preliminary Plat Subdivision application on February 22, 2024. Following the receipt of the application, staff routed the application materials to all city departments for review. After two rounds of review, the application was deemed completed on May 6, 2024. As of the date of this letter, all department comments have been resolved or addressed through conditions of approval recommended below. The Planning and Zoning Commission considered the Cedars Townhomes Preliminary Plat application (File No. P24-013) during their regular meeting on May 28, 2024, and recommended approval to the City Council.

FINDINGS OF FACT

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

BACKGROUND

The applicant is proposing to subdivide the Cedars Condominiums into two townhouse sublots (the “project”). The existing configuration of the Cedars Condominiums is two condominium units with associated common area and the resulting configuration is two townhouse sublots with no common area. This project is located at 230 Cedar Drive (the “subject property”) and is zoned General Residential – Low Density (GR-L) and is within the Avalanche (A) zone. The subject property was developed with a structure containing two condominium units and associated common area in 1979. The structure is existing and no improvements to the site are proposed at this time.

During the Planning and Zoning Commission’s review of the preliminary plat, two conditions of approval were recommended by staff to the Findings of Fact. These conditions were related to missing items on the preliminary plat, which included indicating a building envelope since the lot is in the Avalanche (A) Zone and all plats within the A zone require a building envelope. The other was to indicate the location of the water service line for subplot 1. Townhouse sublots are required to have their own individual water services. In the summer of 2023, the applicant installed two new individual water services connected to the City of Ketchum water system main found on Cedar Drive to accommodate the transition to townhouse units, however, the preliminary plat only indicated one water service line to subplot 2. The conditions of approval read as follows:

2. Prior to City Council’s review of the preliminary plat application, the applicant shall revise the preliminary plat to include a building envelope on each townhouse subplot.
3. Prior to City Council’s review of the preliminary application, the applicant to revise the preliminary plat to indicate the location of the water service line for subplot 1.

Since the meeting with the Planning and Zoning Commission, the applicant has revised the plat to include a building envelope, and a plat note (plat note #9) was added stating that the building envelope is based off required setbacks and that the underlying zoning requirements apply. Also, the plat was revised to indicate the two water service lines, servicing townhouse sublots 1 and 2, and a plat note (plat note #8) was added stating that the townhouse sublots have a mutual reciprocal utility easement for maintenance and repair of public utilities. Staff reviewed the revised preliminary plat and verified that the conditions of approval have been met.

FINDINGS REGARDING COMPLIANCE WITH TOWNHOUSE SUBDIVISION REQUIREMENTS

Townhouse Plat Requirements				
Compliant			Standards	
Yes	No	N/A	City Code	City Standards
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.080.B	Townhouse Owners' Documents: The subdivider of the townhouse project shall submit with the preliminary plat application a copy of the proposed party wall agreement and any proposed document(s) creating an association of owners of the proposed townhouse sublots, which shall adequately provide for the control and maintenance of all commonly held facilities, garages, parking and/or open spaces. Prior to final plat approval, the subdivider shall submit to the city a final copy of such documents and

				shall file such documents prior to recordation of the plat, which shall reflect the recording instrument numbers.
			<i>Commission Findings</i>	The application materials included a copy of the Cedars Townhomes Covenants, Conditions and Restrictions.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.080.C.1	<p>Preliminary Plat Procedure: Townhouse developments shall be administered consistent with the procedures and design and development regulations established in §16.04.030 and §16.04.040 and the standards of this subsection.</p> <p>All townhouse developments shall be platted under the procedures contained in the subdivision ordinance in effect and shall be required to obtain design review approval prior to building permit issuance.</p>
			<i>Commission Findings</i>	A design review application was not submitted and no improvements to the site are proposed at this time. The applicant submitted a townhouse subdivision application to create two townhouse sublots on the subject property. The Planning and Zoning Commission reviewed and recommended approval of the application to the City Council during their regular meeting on May 28, 2024. The City Council reviewed and approved the preliminary plat application during their regular meeting on July 1, 2024.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.080.C.2	<p>The subdivider may apply for preliminary plat approval from the commission pursuant to subsection 16.04.030D of this chapter at the time application is made for design review approval pursuant to title 17, chapter 17.96 of this code. The commission may approve, deny or conditionally approve such preliminary plat upon consideration of the action taken on the application for design review of the project.</p>
			<i>Commission Findings</i>	A design review application was not submitted and no improvements to the site are proposed at this time. The applicant submitted a townhouse subdivision application to create two townhouse sublots on the subject property. The Planning and Zoning Commission reviewed and recommended approval of the application to the City Council during their regular meeting on May 28, 2024. The City Council reviewed and approved the preliminary plat application during their regular meeting on July 1, 2024.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.080.C.3	<p>The preliminary plat, other data, and the commission's findings may be transmitted to the council prior to commencement of construction of the project under a valid building permit issued by the City. The council shall act on the preliminary plat pursuant to subsection 16.04.030E and F of this chapter.</p>
			<i>Commission Findings</i>	N/A – No improvements to the site are proposed with this application, therefore, no construction will occur.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.080.C.4	<p>In the event a phased townhouse development project is proposed, after preliminary plat is granted for the entirety of a project, the final plat procedure for each phase of a phased development project shall follow §16.04.030.G and comply with the additional provisions of §16.04.110 of this code.</p>

			<i>Commission Findings</i>	N/A – A phased townhouse development is not proposed.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.080.D	<p>D. Final Plat Procedure:</p> <p>1. The final plat procedure contained in subsection 16.04.030G of this chapter shall be followed. However, the final plat shall not be signed by the city clerk and recorded until the townhouse has received either:</p> <p>a. A certificate of occupancy issued by the city of Ketchum for all structures in the townhouse development and completion of all design review elements as approved by the planning and zoning administrator; or</p> <p>b. Signed council approval of a phased development project consistent with §16.04.110 herein.</p> <p>2. The council may accept a security agreement for any design review elements not completed on a case by case basis pursuant to title 17, chapter 17.96 of this code.</p>
			<i>Commission Findings</i>	The Cedars Townhomes Final Plat Subdivision application will follow all procedures as outlined in Title 16 of the Ketchum Municipal Code.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.080.E. 1	<p>Required Findings: In addition to all Townhouse Developments complying with the applicable provisions of Title 17 and this Subdivision Chapter (§16.04), the Administrator shall find that</p> <p>All Townhouse Developments, including each individual subplot, shall not exceed the maximum building coverage requirements of the zoning district.</p>
			<i>Commission Findings</i>	The maximum building coverage in the GR-L zone district is 35% of the lot. The subject property is 10,000 square feet. The existing development has a building coverage of 2,245 square feet. This results in a total building coverage of 23% of the lot.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.080.E. 2	<p>Garage: All garages shall be designated on the preliminary and final plats and on all deeds as part of the particular townhouse units. Detached garages may be platted on separate sublots; provided, that the ownership of detached garages is tied to specific townhouse units on the townhouse plat and in any owner's documents, and that the detached garage(s) may not be sold and/or owned separate from any dwelling unit(s) within the townhouse development.</p>
			<i>Commission Findings</i>	Unit B on proposed Sublot 2 has an existing attached one car garage. No detached garages are existing or proposed.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.080.E. 3	<p>General Applicability: All other provisions of this chapter and all applicable ordinances, rules and regulations of the city and all other governmental entities having jurisdiction shall be complied with by townhouse subdivisions. (Ord. 1061 § 3, 2009; Ord. 879 § 4, 2001; Ord. 460 § 2, 1987)</p>
			<i>Commission Findings</i>	During department review of the subdivision application, staff reviewed the project for compliance with the Zoning Regulations, dimensional standards, and development standards for the City of Ketchum. As conditioned, the townhouse subdivision application meets all applicable regulations.

FINDINGS REGARDING PRELIMINARY PLAT SUBDIVISION REQUIREMENTS

Preliminary Plat Requirements					
Compliant			City Code	City Standards	
Yes	No	N/A			
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.C.1	The subdivider shall file with the administrator copies of the completed subdivision application form and preliminary plat data as required by this chapter.	
			<i>Commission Findings</i>	The City of Ketchum Planning and Building Department received the subdivision application and all applicable application materials on February 22, 2024.	
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.J	Contents Of Preliminary Plat: The preliminary plat, together with all application forms, title insurance report, deeds, maps, and other documents reasonably required, shall constitute a complete subdivision application.	
			<i>Commission Findings</i>	The subdivision application was deemed complete on May 6, 2024.	
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.J.1	The preliminary plat shall be drawn to a scale of not less than one inch equals one hundred feet (1" = 100') and shall show the following: The scale, north point and date.	
			<i>Commission Findings</i>	This standard is met as shown on the preliminary plat.	
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.J.2	The name of the proposed subdivision, which shall not be the same or confused with the name of any other subdivision in Blaine County, Idaho.	
			<i>Commission Findings</i>	As shown on the preliminary plat, the subdivision is named "The Cedars Townhomes" which is not the same as any other subdivision in Blaine County, Idaho.	
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.J.3	The name and address of the owner of record, the subdivider, and the engineer, surveyor, or other person preparing the plat.	
			<i>Commission Findings</i>	As shown on the preliminary plat, the owner and subdivider James and Gayle Dunham and Skylar Lindsley and Julie Ann Finstad. The preliminary plat was prepared by Bruce Smith of Alpine Enterprises Inc.	
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.J.4	Legal description of the area platted.	
			<i>Commission Findings</i>	This standard is met as shown on the preliminary plat.	
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.J.5	The names and the intersecting boundary lines of adjoining subdivisions and parcels of property.	
			<i>Commission Findings</i>	The preliminary plat indicates the boundary lines of the adjoining lots including condominium lots and townhouse lots.	
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.J.6	A contour map of the subdivision with contour lines and a maximum interval of five feet (5') to show the configuration of the land based upon	

				the United States geodetic survey data, or other data approved by the city engineer.
			<i>Commission Findings</i>	The preliminary plat shows the contour lines for the subject property.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.J .7	The scaled location of existing buildings, water bodies and courses and location of the adjoining or immediately adjacent dedicated streets, roadways and easements, public and private.
			<i>Commission Findings</i>	The townhouse sublots have Mutual Reciprocal Utility Easements for maintenance and repair of public utilities, as indicated in plat note #8. The preliminary plat shows the location of the existing building and all adjacent streets.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.J .8	Boundary description and the area of the tract.
			<i>Commission Findings</i>	The preliminary plat provides the boundary description of the area and includes square footage and acreage of both sublots.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.J .9	Existing zoning of the tract.
			<i>Commission Findings</i>	Plat note #5 of the preliminary plat lists the existing zoning of the subject property.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.J .10	The proposed location of street rights of way, lots, and lot lines, easements, including all approximate dimensions, and including all proposed lot and block numbering and proposed street names.
			<i>Commission Findings</i>	The preliminary plat shows the locations and lot lines for the proposed townhouse sublots. No new streets or blocks are being proposed with this application.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.030.J .11	The location, approximate size and proposed use of all land intended to be dedicated for public use or for common use of all future property owners within the proposed subdivision.
			<i>Commission Findings</i>	This standard is not applicable as there is no requirement or proposal for land dedicated for public or common use.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.J .12	The location, size and type of sanitary and storm sewers, water mains, culverts and other surface or subsurface structures existing within or immediately adjacent to the proposed sanitary or storm sewers, water mains, and storage facilities, street improvements, street lighting, curbs, and gutters and all proposed utilities.
			<i>Commission Findings</i>	The preliminary plat indicates the water and sewer lines servicing both townhouse sublots.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.030.J .13	The direction of drainage, flow and approximate grade of all streets.
			<i>Commission Findings</i>	This standard does not apply as no new streets are proposed.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.030.J .14	The location of all drainage canals and structures, the proposed method of disposing of runoff water, and the location and size of all drainage easements, whether they are located within or outside of the proposed plat.

			<i>Commission Findings</i>	This standard does not apply as no new drainage canals or structures are proposed.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.030.J .21	All percolation tests and/or exploratory pit excavations required by state health authorities.
			<i>Commission Findings</i>	This standard does not apply as no additional tests are required.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.J .22	A copy of the provisions of the articles of incorporation and bylaws of homeowners' association and/or condominium declarations to be filed with the final plat of the subdivision.
			<i>Commission Findings</i>	A copy of the Cedars Townhomes Covenants, Conditions and Restrictions is included in the project plans.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.J .15	Vicinity map drawn to approximate scale showing the location of the proposed subdivision in reference to existing and/or proposed arterials and collector streets.
			<i>Commission Findings</i>	The project plans include a vicinity map sheet that satisfies this requirement.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.J .16	The boundaries of the floodplain, floodway and avalanche zoning district shall also be clearly delineated and marked on the preliminary plat.
			<i>Commission Findings</i>	The entirety of the subject property is within the Avalanche Zone, as is indicated in plat note #5 of the preliminary plat. The subject property is not within the floodplain or floodway.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.J .17	Building envelopes shall be shown on each lot, all or part of which is within a floodway, floodplain, or avalanche zone; or any lot that is adjacent to the Big Wood River, Trail Creek, or Warm Springs Creek; or any lot, a portion of which has a slope of twenty five percent (25%) or greater; or upon any lot which will be created adjacent to the intersection of two (2) or more streets.
			<i>Commission Findings</i>	The subject property is within the Avalanche Zone and the preliminary plat includes a building envelope on the lot. The subject property is not within the floodway or floodplain and is not adjacent to the Big Wood River, Trail Creek, or Warm Springs. The subject property does not contain slopes greater than 25% and is not adjacent to an intersection.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.J .18	Lot area of each lot.
			<i>Commission Findings</i>	As shown on the preliminary plat, the area of Sublot 1 is 4,525 square feet and the area of Sublot 2 is 5,475 square feet.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.J .19	Existing mature trees and established shrub masses.
			<i>Commission Findings</i>	As shown on the preliminary plat, there are a variety of trees and shrubs existing on the property and adjacent to the property within the right-of-way.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.J .23	A current title report shall be provided at the time that the preliminary plat is filed with the administrator, together with a copy of the owner's recorded deed to such property.
			<i>Commission Findings</i>	As part of the application materials, the applicant provided a title report for Condominium Unit 1 issued by Stewart Title Guarantee Company dated

				November 3, 2022, and a title report for Condominium Unit 2 issued by issued by Stewart Title Guarantee Company dated October 17, 2022.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.J .24	A digital copy of the preliminary plat shall be filed with the administrator.
			<i>Commission Findings</i>	The City of Ketchum received a digital copy of the Cedars Townhomes preliminary plat at the time of application submittal.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.A	Required Improvements: The improvements set forth in this section shall be shown on the preliminary plat and installed prior to approval of the final plat. Construction design plans shall be submitted and approved by the city engineer. All such improvements shall be in accordance with the comprehensive plan and constructed in compliance with construction standard specifications adopted by the city. Existing natural features which enhance the attractiveness of the subdivision and community, such as mature trees, watercourses, rock outcroppings, established shrub masses and historic areas, shall be preserved through design of the subdivision.
			<i>Commission Findings</i>	No improvements are required or proposed for this application. The subject property does not include any watercourses, rock outcroppings, shrub masses, or historic areas.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.B	Improvement Plans: Prior to approval of final plat by the commission, the subdivider shall file two (2) copies with the city engineer, and the city engineer shall approve construction plans for all improvements required in the proposed subdivision. Such plans shall be prepared by a civil engineer licensed in the state.
			<i>Commission Findings</i>	This standard does not apply as this is a preliminary plat application, not a final plat application.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.C	Performance Bond: Prior to final plat approval, the subdivider shall have previously constructed all required improvements and secured a certificate of completion from the city engineer. However, in cases where the required improvements cannot be constructed due to weather conditions or other factors beyond the control of the subdivider, the city council may accept, in lieu of any or all of the required improvements, a performance bond filed with the city clerk to ensure actual construction of the required improvements as submitted and approved. Such performance bond shall be issued in an amount not less than one hundred fifty percent (150%) of the estimated costs of improvements as determined by the city engineer. In the event the improvements are not constructed within the time allowed by the city council (which shall be one year or less, depending upon the individual circumstances), the council may order the improvements installed at the expense of the subdivider and the surety. In the event the cost of installing the required improvements exceeds the amount of the bond, the subdivider shall be liable to the city for additional costs. The amount that the cost of installing the required improvements exceeds the amount of the performance bond shall automatically become a lien upon any and all property within the subdivision owned by the owner and/or subdivider.
			<i>Commission Findings</i>	This standard does not apply as this is a preliminary plat application, not a final plat application.

<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.D	As Built Drawing: Prior to acceptance by the city council of any improvements installed by the subdivider, two (2) sets of as built plans and specifications, certified by the subdivider's engineer, shall be filed with the city engineer. Within ten (10) days after completion of improvements and submission of as built drawings, the city engineer shall certify the completion of the improvements and the acceptance of the improvements, and shall submit a copy of such certification to the administrator and the subdivider. If a performance bond has been filed, the administrator shall forward a copy of the certification to the city clerk. Thereafter, the city clerk shall release the performance bond upon application by the subdivider.
			<i>Commission Findings</i>	This standard does not apply as this is a preliminary plat application, not a final plat application.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.E	Monumentation: Following completion of construction of the required improvements and prior to certification of completion by the city engineer, certain land survey monuments shall be reset or verified by the subdivider's engineer or surveyor to still be in place. These monuments shall have the size, shape, and type of material as shown on the subdivision plat. The monuments shall be located as follows: <ol style="list-style-type: none"> 1. All angle points in the exterior boundary of the plat. 2. All street intersections, points within and adjacent to the final plat. 3. All street corner lines ending at boundary line of final plat. 4. All angle points and points of curves on all streets. 5. The point of beginning of the subdivision plat description.
			<i>Commission Findings</i>	This standard does not apply as this is a preliminary plat application, not a final plat application.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.040.F	Lot Requirements: <ol style="list-style-type: none"> 1. Lot size, width, depth, shape and orientation and minimum building setback lines shall be in compliance with the zoning district in which the property is located and compatible with the location of the subdivision and the type of development, and preserve solar access to adjacent properties and buildings. 2. Whenever a proposed subdivision contains lot(s), in whole or in part, within the floodplain, or which contains land with a slope in excess of twenty five percent (25%), based upon natural contours, or creates corner lots at the intersection of two (2) or more streets, building envelopes shall be shown for the lot(s) so affected on the preliminary and final plats. The building envelopes shall be located in a manner designed to promote harmonious development of structures, minimize congestion of structures, and provide open space and solar access for each lot and structure. Also, building envelopes shall be located to promote access to the lots and maintenance of public utilities, to minimize cut and fill for roads and building foundations, and minimize adverse impact upon environment, watercourses and topographical features. Structures may only be built on buildable lots. Lots shall only be created that meet the definition of "lot, buildable" in section 16.04.020 of this chapter. Building envelopes shall be

			<p>established outside of hillsides of twenty five percent (25%) and greater and outside of the floodway. A waiver to this standard may only be considered for the following:</p> <ol style="list-style-type: none"> a. For lot line shifts of parcels that are entirely within slopes of twenty five percent (25%) or greater to create a reasonable building envelope, and mountain overlay design review standards and all other city requirements are met. b. For small, isolated pockets of twenty five percent (25%) or greater that are found to be in compliance with the purposes and standards of the mountain overlay district and this section. <p>3. Corner lots shall have a property line curve or corner of a minimum radius of twenty five feet (25') unless a longer radius is required to serve an existing or future use.</p> <p>4. Side lot lines shall be within twenty degrees (20°) to a right angle or radial line to the street line.</p> <p>5. Double frontage lots shall not be created. A planting strip shall be provided along the boundary line of lots adjacent to arterial streets or incompatible zoning districts.</p> <p>6. Every lot in a subdivision shall have a minimum of twenty feet (20') of frontage on a dedicated public street or legal access via an easement of twenty feet (20') or greater in width. Easement shall be recorded in the office of the Blaine County recorder prior to or in conjunction with recordation of the final plat.</p>
		<i>Commission Findings</i>	<ol style="list-style-type: none"> 1. The proposed townhouse subdivision meets all dimensional standards as outlined in the GR-L zone district for the parent lot. The minimum lot size is 8,000 square feet and the parent lot is 10,000 square feet. The existing structure meets minimum setback requirements in the GR-L zone for the front, sides, and rear. 2. The subject property is entirely within the A Zone and the preliminary plat includes a building envelope, as is required for lots within the A Zone. 3. The subject property is a not a corner lot. 4. The parent lot of the townhouse subdivision and the newly created subplot lot line is within 20 degrees to a right angle to the street lot line along Cedar Drive. 5. The subject property is not a double frontage lot. 6. Both Sublots have a minimum of 20 feet of frontage on Cedar Drive.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<p>16.04.040.G</p> <p>Block Requirements: The length, width and shape of blocks within a proposed subdivision shall conform to the following requirements:</p> <ol style="list-style-type: none"> 1. No block shall be longer than one thousand two hundred feet (1,200'), nor less than four hundred feet (400') between the street intersections, and shall have sufficient depth to provide for two (2) tiers of lots. 2. Blocks shall be laid out in such a manner as to comply with the lot requirements.

				<p>3. The layout of blocks shall take into consideration the natural topography of the land to promote access within the subdivision and minimize cuts and fills for roads and minimize adverse impact on environment, watercourses and topographical features.</p> <p>4. Corner lots shall contain a building envelope outside of a seventy five foot (75') radius from the intersection of the streets.</p>
			<i>Commission Findings</i>	This standard does not apply as no new blocks are being created.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.H	<p>Street Improvement Requirements:</p> <ol style="list-style-type: none"> 1. The arrangement, character, extent, width, grade and location of all streets put in the proposed subdivision shall conform to the comprehensive plan and shall be considered in their relation to existing and planned streets, topography, public convenience and safety, and the proposed uses of the land; 2. All streets shall be constructed to meet or exceed the criteria and standards set forth in chapter 12.04 of this code, and all other applicable ordinances, resolutions or regulations of the city or any other governmental entity having jurisdiction, now existing or adopted, amended or codified; 3. Where a subdivision abuts or contains an existing or proposed arterial street, railroad or limited access highway right of way, the council may require a frontage street, planting strip, or similar design features; 4. Streets may be required to provide access to adjoining lands and provide proper traffic circulation through existing or future neighborhoods; 5. Street grades shall not be less than three-tenths percent (0.3%) and not more than seven percent (7%) so as to provide safe movement of traffic and emergency vehicles in all weather and to provide for adequate drainage and snow plowing; 6. In general, partial dedications shall not be permitted, however, the council may accept a partial street dedication when such a street forms a boundary of the proposed subdivision and is deemed necessary for the orderly development of the neighborhood, and provided the council finds it practical to require the dedication of the remainder of the right of way when the adjoining property is subdivided. When a partial street exists adjoining the proposed subdivision, the remainder of the right of way shall be dedicated; 7. Dead end streets may be permitted only when such street terminates at the boundary of a subdivision and is necessary for the development of the subdivision or the future development of the adjacent property. When such a dead end street serves more than two (2) lots, a temporary turnaround easement shall be provided, which easement shall revert to the adjacent lots when the street is extended; 8. A cul-de-sac, court or similar type street shall be permitted only when necessary to the development of the subdivision, and provided, that no such street shall have a maximum length greater than four hundred feet (400') from entrance to center of turnaround, and all cul-de-sacs shall have

			<p>a minimum turnaround radius of sixty feet (60') at the property line and not less than forty five feet (45') at the curb line;</p> <p>9. Streets shall be planned to intersect as nearly as possible at right angles, but in no event at less than seventy degrees (70°);</p> <p>10. Where any street deflects an angle of ten degrees (10°) or more, a connecting curve shall be required having a minimum centerline radius of three hundred feet (300') for arterial and collector streets, and one hundred twenty five feet (125') for minor streets;</p> <p>11. Streets with centerline offsets of less than one hundred twenty five feet (125') shall be prohibited;</p> <p>12. A tangent of at least one hundred feet (100') long shall be introduced between reverse curves on arterial and collector streets;</p> <p>13. Proposed streets which are a continuation of an existing street shall be given the same names as the existing street. All new street names shall not duplicate or be confused with the names of existing streets within Blaine County, Idaho. The subdivider shall obtain approval of all street names within the proposed subdivision from the commission before submitting same to council for preliminary plat approval;</p> <p>14. Street alignment design shall follow natural terrain contours to result in safe streets, usable lots, and minimum cuts and fills;</p> <p>15. Street patterns of residential areas shall be designed to create areas free of through traffic, but readily accessible to adjacent collector and arterial streets;</p> <p>16. Reserve planting strips controlling access to public streets shall be permitted under conditions specified and shown on the final plat, and all landscaping and irrigation systems shall be installed as required improvements by the subdivider;</p> <p>17. In general, the centerline of a street shall coincide with the centerline of the street right of way, and all crosswalk markings shall be installed by the subdivider as a required improvement;</p> <p>18. Street lighting may be required by the commission or council where appropriate and shall be installed by the subdivider as a requirement improvement;</p> <p>19. Private streets may be allowed upon recommendation by the commission and approval by the council. Private streets shall be constructed to meet the design standards specified in subsection H2 of this section;</p> <p>20. Street signs shall be installed by the subdivider as a required improvement of a type and design approved by the administrator and shall be consistent with the type and design of existing street signs elsewhere in the city;</p> <p>21. Whenever a proposed subdivision requires construction of a new bridge, or will create substantial additional traffic which will require construction of a new bridge or improvement of an existing bridge, such construction or improvement shall be a required improvement by the subdivider. Such construction or improvement shall be in accordance with adopted standard specifications;</p>
--	--	--	---

				<p>22. Sidewalks, curbs and gutters may be a required improvement installed by the subdivider; and</p> <p>23. Gates are prohibited on private roads and parking access/entranceways, private driveways accessing more than one single-family dwelling unit and one accessory dwelling unit, and public rights of way unless approved by the city council.</p>
			<i>Commission Findings</i>	This standard does not apply as no new streets are proposed.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.I	<p>Alley Improvement Requirements: Alleys shall be provided in business, commercial and light industrial zoning districts. The width of an alley shall be not less than twenty feet (20'). Alley intersections and sharp changes in alignment shall be avoided, but where necessary, corners shall be provided to permit safe vehicular movement. Dead end alleys shall be prohibited. Improvement of alleys shall be done by the subdivider as required improvement and in conformance with design standards specified in subsection H2 of this section.</p>
			<i>Commission Findings</i>	This standard does not apply as the subject property is not adjacent to an alley.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.040.J	<p>Required Easements: Easements, as set forth in this subsection, shall be required for location of utilities and other public services, to provide adequate pedestrian circulation and access to public waterways and lands.</p> <p>1. A public utility easement at least ten feet (10') in width shall be required within the street right of way boundaries of all private streets. A public utility easement at least five feet (5') in width shall be required within property boundaries adjacent to Warm Springs Road and within any other property boundary as determined by the city engineer to be necessary for the provision of adequate public utilities.</p> <p>2. Where a subdivision contains or borders on a watercourse, drainageway, channel or stream, an easement shall be required of sufficient width to contain such watercourse and provide access for private maintenance and/or reconstruction of such watercourse.</p> <p>3. All subdivisions which border the Big Wood River, Trail Creek and Warm Springs Creek shall dedicate a ten foot (10') fish and nature study easement along the riverbank. Furthermore, the council shall require, in appropriate areas, an easement providing access through the subdivision to the bank as a sportsman's access. These easement requirements are minimum standards, and in appropriate cases where a subdivision abuts a portion of the river adjacent to an existing pedestrian easement, the council may require an extension of that easement along the portion of the riverbank which runs through the proposed subdivision.</p> <p>4. All subdivisions which border on the Big Wood River, Trail Creek and Warm Springs Creek shall dedicate a twenty five foot (25') scenic easement upon which no permanent structure shall be built in order to protect the natural vegetation and wildlife along the riverbank and to protect structures from damage or loss due to riverbank erosion.</p> <p>5. No ditch, pipe or structure for irrigation water or irrigation wastewater shall be constructed, rerouted or changed in the course of planning for or</p>

				<p>constructing required improvements within a proposed subdivision unless same has first been approved in writing by the ditch company or property owner holding the water rights. A written copy of such approval shall be filed as part of required improvement construction plans.</p> <p>6. Nonvehicular transportation system easements including pedestrian walkways, bike paths, equestrian paths, and similar easements shall be dedicated by the subdivider to provide an adequate nonvehicular transportation system throughout the city.</p>
			<i>Commission Findings</i>	<p>The Cedars Townhomes sublots have mutual reciprocal utility easements for maintenance and repair of public utilities, as indicated in plat note #8. Standards 2-6 do not apply to the project as the property is not adjacent to any of the listed waterways, not adjacent to Warm Springs, does not contain any irrigation infrastructure, and does not include pedestrian or equestrian pathways.</p>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.K	<p>Sanitary Sewage Disposal Improvements: Central sanitary sewer systems shall be installed in all subdivisions and connected to the Ketchum sewage treatment system as a required improvement by the subdivider.</p> <p>Construction plans and specifications for central sanitary sewer extension shall be prepared by the subdivider and approved by the city engineer, council and Idaho health department prior to final plat approval. In the event that the sanitary sewage system of a subdivision cannot connect to the existing public sewage system, alternative provisions for sewage disposal in accordance with the requirements of the Idaho department of health and the council may be constructed on a temporary basis until such time as connection to the public sewage system is possible. In considering such alternative provisions, the council may require an increase in the minimum lot size and may impose any other reasonable requirements which it deems necessary to protect public health, safety and welfare.</p>
			<i>Commission Findings</i>	<p>This standard does not apply as this application does not create a new subdivision. Both sublots are directly connected to the City of Ketchum sewer system main found in Cedar Drive.</p>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.L	<p>Water System Improvements: A central domestic water distribution system shall be installed in all subdivisions by the subdivider as a required improvement. The subdivider shall also be required to locate and install an adequate number of fire hydrants within the proposed subdivision according to specifications and requirements of the city under the supervision of the Ketchum fire department and other regulatory agencies having jurisdiction. Furthermore, the central water system shall have sufficient flow for domestic use and adequate fire flow. All such water systems installed shall be looped extensions, and no dead end systems shall be permitted. All water systems shall be connected to the municipal water system and shall meet the standards of the following agencies: Idaho department of public health, Idaho survey and rating bureau, district sanitarian, Idaho state public utilities commission, Idaho department of reclamation, and all requirements of the city.</p>

			<i>Commission Findings</i>	This standard does not apply as this application does not create a new subdivision. The preliminary plat indicates that both townhouse sublots are serviced by individual water lines.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.M	Planting Strip Improvements: Planting strips shall be required improvements. When a predominantly residential subdivision is proposed for land adjoining incompatible uses or features such as highways, railroads, commercial or light industrial districts or off street parking areas, the subdivider shall provide planting strips to screen the view of such incompatible features. The subdivider shall submit a landscaping plan for such planting strip with the preliminary plat application, and the landscaping shall be a required improvement.
			<i>Commission Findings</i>	This standard does not apply as this application does not create a new subdivision. There are no incompatible uses adjacent to the proposed townhouse sublots.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.N	<p>Cuts, Fills, And Grading Improvements: Proposed subdivisions shall be carefully planned to be compatible with natural topography, soil conditions, geology and hydrology of the site, as well as to minimize cuts, fills, alterations of topography, streams, drainage channels, and disruption of soils and vegetation. The design criteria shall include the following:</p> <ol style="list-style-type: none"> 1. A preliminary soil report prepared by a qualified engineer may be required by the commission and/or council as part of the preliminary plat application. 2. Preliminary grading plan prepared by a civil engineer shall be submitted as part of all preliminary plat applications. Such plan shall contain the following information: <ol style="list-style-type: none"> a. Proposed contours at a maximum of five foot (5') contour intervals. b. Cut and fill banks in pad elevations. c. Drainage patterns. d. Areas where trees and/or natural vegetation will be preserved. e. Location of all street and utility improvements including driveways to building envelopes. f. Any other information which may reasonably be required by the administrator, commission or council to adequately review the affect of the proposed improvements. 3. Grading shall be designed to blend with natural landforms and to minimize the necessity of padding or terracing of building sites, excavation for foundations, and minimize the necessity of cuts and fills for streets and driveways. 4. Areas within a subdivision which are not well suited for development because of existing soil conditions, steepness of slope, geology or hydrology shall be allocated for open space for the benefit of future property owners within the subdivision. 5. Where existing soils and vegetation are disrupted by subdivision development, provision shall be made by the subdivider for revegetation of disturbed areas with perennial vegetation sufficient to stabilize the soil upon completion of the construction. Until such times as such

				<p>revegetation has been installed and established, the subdivider shall maintain and protect all disturbed surfaces from erosion.</p> <p>6. Where cuts, fills, or other excavations are necessary, the following development standards shall apply:</p> <ul style="list-style-type: none"> a. Fill areas shall be prepared by removing all organic material detrimental to proper compaction for soil stability. b. Fills shall be compacted to at least ninety five percent (95%) of maximum density as determined by AASHO T99 (American Association of State Highway Officials) and ASTM D698 (American standard testing methods). c. Cut slopes shall be no steeper than two horizontal to one vertical (2:1). Subsurface drainage shall be provided as necessary for stability. d. Fill slopes shall be no steeper than three horizontal to one vertical (3:1). Neither cut nor fill slopes shall be located on natural slopes of three to one (3:1) or steeper, or where fill slope toes out within twelve feet (12') horizontally of the top and existing or planned cut slope. e. Toes of cut and fill slopes shall be set back from property boundaries a distance of three feet (3'), plus one-fifth (1/5) of the height of the cut or the fill, but may not exceed a horizontal distance of ten feet (10'); tops and toes of cut and fill slopes shall be set back from structures at a distance of at least six feet (6'), plus one-fifth (1/5) of the height of the cut or the fill. Additional setback distances shall be provided as necessary to accommodate drainage features and drainage structures.
			<i>Commission Findings</i>	This standard does not apply as this application is the subdivision of an existing lot and no drainage improvements to the site are required or proposed.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.O	<p>Drainage Improvements: The subdivider shall submit with the preliminary plat application such maps, profiles, and other data prepared by an engineer to indicate the proper drainage of the surface water to natural drainage courses or storm drains, existing or proposed. The location and width of the natural drainage courses shall be shown as an easement common to all owners within the subdivision and the city on the preliminary and final plat. All natural drainage courses shall be left undisturbed or be improved in a manner that will increase the operating efficiency of the channel without overloading its capacity. An adequate storm and surface drainage system shall be a required improvement in all subdivisions and shall be installed by the subdivider. Culverts shall be required where all water or drainage courses intersect with streets, driveways or improved public easements and shall extend across and under the entire improved width including shoulders.</p>
			<i>Commission Findings</i>	This standard does not apply as this application is the subdivision of an existing lot and no improvements to the site are proposed.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.040.P	Utilities: In addition to the terms mentioned in this section, all utilities including, but not limited to, electricity, natural gas, telephone and cable

				services shall be installed underground as a required improvement by the subdivider. Adequate provision for expansion of such services within the subdivision or to adjacent lands including installation of conduit pipe across and underneath streets shall be installed by the subdivider prior to construction of street improvements.
			<i>Commission Findings</i>	All utilities are existing and are located underground per the KMC requirements.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.Q	Off Site Improvements: Where the offsite impact of a proposed subdivision is found by the commission or council to create substantial additional traffic, improvements to alleviate that impact may be required of the subdivider prior to final plat approval, including, but not limited to, bridges, intersections, roads, traffic control devices, water mains and facilities, and sewer mains and facilities.
			<i>Commission Findings</i>	This standard does not apply as this application is the subdivision of an existing lot and no improvements to the site are proposed therefore it will not create additional traffic

CONCLUSIONS OF LAW

1. The City of Ketchum is a municipal corporation established in accordance with Article XII of the Constitution of the State of Idaho and Title 50 Idaho Code and is required and has exercised its authority pursuant to the Local Land Use Planning Act codified at Chapter 65 of Title 67 Idaho Code and pursuant to Chapters 3, 9 and 13 of Title 50 Idaho Code to enact the ordinances and regulations, which ordinances are codified in the Ketchum Municipal Code (“KMC”) and are identified in the Findings of Fact and which are herein restated as Conclusions of Law by this reference and which City Ordinances govern the applicant’s Townhouse Preliminary Plat application for the development and use of the project site.
2. The Commission has authority to review and recommend approval of the applicant’s Townhouse Subdivision Preliminary Plat Application pursuant to Chapter 16.04 of Ketchum Code Title 16.
3. The City of Ketchum Planning Department provided notice for the review of this application in accordance with Ketchum Municipal Code §16.04.030.
4. The Townhouse Subdivision Preliminary Plat application is governed under Chapter 16.04 of Ketchum Municipal Code.
5. The Cedars Townhomes Subdivision Preliminary Plat application meets all applicable standards specified in Title 16 of Ketchum Municipal Code.

DECISION

THEREFORE, the City Council **approves** the Cedars Townhomes Subdivision Preliminary Plat Application File No. P24-013 this Monday, July 1, 2024, subject to the following conditions of approval.

CONDITIONS OF APPROVAL

4. Failure to record a Final Plat within two (2) years of Council’s approval of a Preliminary Plat shall cause the Preliminary Plat to be null and void.

Findings of Fact **adopted** this 1st day of July 2024.

Neil Bradshaw, Mayor
City of Ketchum



City of Ketchum

CITY COUNCIL MEETING AGENDA MEMO

Meeting Date: July 1, 2024 Staff Member/Dept: Abby Rivin—Senior Planner

Agenda Item: Recommendation to review and approve the First Chair Building Condominium Subdivision Final Plat.

Recommended Motion:

"I move to approve the First Chair Building Condominium Subdivision Final Plat and adopt the findings of fact, conclusions of law, and decision."

Reasons for Recommendation:

- The commercial office building located at the northeast corner of 1st Avenue and Sun Valley Road received approval for Design Review Application P21-100 on May 24, 2022 and received approval for Condominium Subdivision Preliminary Plat Application File No. P22-019 on July 5, 2022.
The project was issued Building Permit B22-069 on October 25, 2022 and construction is nearing completion. Pursuant to Ketchum Municipal Code §16.04.070, final plat applications for condominium subdivisions, "shall not be filed, received, and processed until a framing inspection has been passed for the project." The framing inspection for the project was passed on May 2, 2024.
The request meets all applicable standards for final plats and condominium subdivision specified in Title 16: Subdivision Regulations of Ketchum Municipal Code. Per the conditions of approval of Condominium Subdivision Preliminary Plat Application File No. P22-019, all conditions of the design review approval and preliminary plat must be met prior to approval of the final plat. All conditions have been met and all city department comments have been addressed satisfactorily by the applicant.

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

[Empty box for Policy Analysis and Background]

Sustainability Impact:

None OR state impact here: None

Financial Impact:

None OR Adequate funds exist in account: None

Attachments:

- Application & Supplemental Materials
First Chair Building Condominium Subdivision Final Plat
Draft Findings of Fact, Conclusions of Law, and Decision

Attachment 1
Application
&
Supplemental Materials



**City of Ketchum
Planning & Building**

OFFICIAL USE ONLY	
Application Number:	P24-049
Date Received:	6/3/24
By:	GB
Fee Paid:	\$ 2,000
Approved Date:	
By:	

Subdivision Application-Final Plat

Submit completed application and documentation to planningandbuilding@ketchumidaho.org Or hand deliver to Ketchum City Hall, 191 5th St. W. Ketchum, ID If you have questions, please contact the Planning and Building Department at (208) 726-7801. To view the Development Standards, visit the City website at: www.ketchumidaho.org and click on Municipal Code. You will be contacted and invoiced once your application package is complete.

APPLICANT INFORMATION			
Name of Proposed Subdivision: First Chair Building			
Owner of Record: 131 E Sun Valley Rd LLC			
Address of Owner: PO Box 222, Sun Valley, ID 83353			
Representative of Owner: Reid Sanborn		Phone #: 208-720-8244	
Email: reid.sanborn@evrealestate.com			
Legal Description: Lot 8, Block 37 Ketchum Village		RPK 00000370080	
Street Address: 131 E Sun Valley Road			
SUBDIVISION INFORMATION			
Number of Lots/Parcels: 5			
Total Land Area: 5500 SF			
Current Zoning District: CC			
Proposed Zoning District: CC			
Overlay District: N/A			
TYPE OF SUBDIVISION			
Condominium <input checked="" type="checkbox"/>	Land <input type="checkbox"/>	PUD <input type="checkbox"/>	Townhouse <input type="checkbox"/>
Adjacent land in same ownership in acres or square feet:			
Easements to be dedicated on the final plat: Idaho Power Easement Inst. #70087; Mutual reciprocal utility easements			
Briefly describe the improvements to be installed prior to final plat approval: This new build development of 5 total offices are to be divided into their own condominiums with shared common areas for more more precise break downs in utility service and construction costs.			
ADDITIONAL INFORMATION			
All lighting must be in compliance with the City of Ketchum's Dark Sky Ordinance One (1) copy of Articles of Incorporation and By-Laws of Homeowners Associations and/or Condominium Declarations One (1) copy of current title report and owner's recorded deed to the subject property One (1) copy of the preliminary plat All files should be submitted in an electronic format to planningandzoning@ketchumidaho.org			

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

W.P.

5/31/24


Applicant Signature

Date

Instrument # 684103

HAILEY, BLAINE, IDAHO
06-30-2021 4:40:54 PM No. of Pages: 3
Recorded for: TITLEONE - TWIN FALLS
JOLYNN DRAGE Fee: \$15.00
Ex-Officio Recorder Deputy: JB
Electronically Recorded by Simplifile

Sun Valley Title

 A TitleOne Company

Order Number: 21408536

Warranty Deed

For value received,

W Bear, LLC, an Idaho limited liability company

the grantor, does hereby grant, bargain, sell, and convey unto

131 E Sun Valley Rd. LLC, an Idaho Limited Liability Company

whose current address is PO Box 222 Sun Valley, ID 83353

the grantee, the following described premises, in Blaine County, Idaho, to wit:

See Exhibit A, attached hereto and incorporated herein.

To have and to hold the said premises, with their appurtenances unto the said Grantee, its heirs and assigns forever. And the said Grantor does hereby covenant to and with the said Grantee, that Grantor is the owner in fee simple of said premises; that they are free from all encumbrances except those to which this conveyance is expressly made subject and those made, suffered or done by the Grantee; and subject to all existing patent reservations, easements, right(s) of way, protective covenants, zoning ordinances, and applicable building codes, laws and regulations, general taxes and assessments, including irrigation and utility assessments (if any) for the current year, which are not due and payable, and that Grantor will warrant and defend the same from all lawful claims whatsoever. Whenever the context so requires, the singular number includes the plural.

Remainder of page intentionally left blank.

Order Number: 21408536

Warranty Deed - Page 1 of 3

Dated: June 30, 2021

W Bear, LLC, an Idaho limited liability company

X [Signature]

By: Robert Korb, Sole Member

State of IDAHO, County of BLAINE, ss.

On this 30th day of June, 2021 before me, the undersigned, a Notary Public in and for said State, personally appeared Robert Korb, known or identified to me to be a sole member of the limited liability company that executed the within instrument and acknowledged to me that he executed the same for and on behalf of said limited liability company and that such limited liability company executed it.

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

[Signature]

Notary Public

Residing In: Ketchum ID

My Commission Expires: 9/19/24.

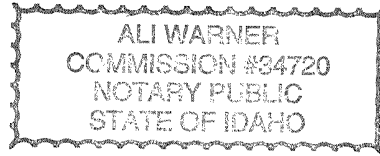


EXHIBIT A
LEGAL DESCRIPTION OF THE PREMISES

Lot 8, Block 37 of the VILLAGE OF KETCHUM, BLAINE COUNTY, IDAHO, according to the official plat thereof, recorded as Instrument No. 302967, records of Blaine County, Idaho.



CLTA GUARANTEE

ISSUED BY
STEWART TITLE GUARANTY COMPANY
A CORPORATION, HEREIN CALLED THE COMPANY

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE LIMITS OF LIABILITY AND OTHER PROVISIONS OF THE CONDITIONS AND STIPULATIONS HERETO ANNEXED AND MADE A PART OF THIS GUARANTEE, AND SUBJECT TO THE FURTHER EXCLUSION AND LIMITATION THAT NO GUARANTEE IS GIVEN NOR LIABILITY ASSUMED WITH RESPECT TO THE IDENTITY OF ANY PARTY NAMED OR REFERRED TO IN SCHEDULE A OR WITH RESPECT TO THE VALIDITY, LEGAL EFFECT OR PRIORITY OF ANY MATTER SHOWN THEREIN.

GUARANTEES

the Assured named in Schedule A against actual monetary loss or damage not exceeding the liability amount stated in Schedule A which the Assured shall sustain by reason of any incorrectness in the assurances set forth in Schedule A.

Dated: May 9, 2024

Signed under seal for the Company, but this endorsement is to be valid only when it bears an authorized countersignature.

Countersigned by:

Nick Busdon

Authorized Countersignature

TitleOne
Company Name

271 1st Ave North
PO Box 2365
Ketchum, ID 83340
City, State



F. H. Eppinger

Frederick H. Eppinger
President and CEO

David Hisey

David Hisey
Secretary

Please note carefully the liability exclusions and limitations and the specific assurances afforded by this guarantee. If you wish additional liability, or assurances other than as contained herein, please contact the company for further information as to the availability and cost.

GUARANTEE CONDITIONS AND STIPULATIONS

1. **Definition of Terms** - The following terms when used in the Guarantee mean:
 - (a) "the Assured": the party or parties named as the Assured in this Guarantee, or on a supplemental writing executed by the Company.
 - (b) "land": the land described or referred to in Schedule (A)(C) or in Part 2, and improvements affixed thereto which by law constitute real property. The term "land" does not include any property beyond the lines of the area described or referred to in Schedule (A)(C) or in Part 2, nor any right, title, interest, estate or easement in abutting streets, roads, avenues, alleys, lanes, ways or waterways.
 - (c) "mortgage": mortgage, deed of trust, trust deed, or other security instrument.
 - (d) "public records": records established under state statutes at Date of Guarantee for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without knowledge.
 - (e) "date": the effective date.
2. **Exclusions from Coverage of this Guarantee** - The Company assumes no liability for loss or damage by reason of the following:
 - (a) Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records.
 - (b) (1) Unpatented mining claims; (2) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (3) water rights, claims or title to water; whether or not the matters excluded by (1), (2) or (3) are shown by the public records.
 - (c) Assurances to title to any property beyond the lines of the land expressly described in the description set forth in Schedule (A)(C) or in Part 2 of this Guarantee, or title to streets, roads, avenues, lanes, ways or waterways on which such land abuts, or the right to maintain therein vaults, tunnels, ramps or any other structure or improvement; or any rights or easements therein unless such property, rights or easements are expressly and specifically set forth in said description.
 - (d) (1) Defects, liens, encumbrances or adverse claims against the title, if assurances are provided as to such title, and as limited by such assurances.
(2) Defects, liens, encumbrances, adverse claims or other matters (a) whether or not shown by the public records, and which are created, suffered, assumed or agreed to by one or more of the Assureds; (b) which result in no loss to the Assured; or (c) which do not result in the invalidity or potential invalidity of any judicial or non-judicial proceeding which is within the scope and purpose of assurances provided.
3. **Notice of Claim to be Given by Assured Claimant** - An Assured shall notify the Company promptly in writing in case knowledge shall come to an Assured hereunder of any claim of title or interest which is adverse to the title to the estate or interest, as stated herein, and which might cause loss or damage for which the Company may be liable by virtue of this Guarantee. If prompt notice shall not be given to the Company, then all liability of the Company shall terminate with regard to the matter or matters for which prompt notice is required; provided, however, that failure to notify the Company shall in no case prejudice the rights of any Assured under this Guarantee unless the Company shall be prejudiced by the failure and then only to the extent of the prejudice.
4. **No Duty to Defend or Prosecute** - The Company shall have no duty to defend or prosecute any action or proceeding to which the Assured is a party, notwithstanding the nature of any allegation in such action or proceeding.
5. **Company's Option to Defend or Prosecute Actions; Duty of Assured Claimant to Cooperate** - Even though the Company has no duty to defend or prosecute as set forth in Paragraph 4 above:
 - (a) The Company shall have the right, at its sole option and cost, to institute and prosecute any action or proceeding, interpose a defense, as limited in (b), or to do any other act which in its opinion may be necessary or desirable to establish the title to the estate or interest as stated herein, or to establish the lien rights of the Assured, or to prevent or reduce loss or damage to the Assured. The Company may take any appropriate action under the terms of this Guarantee, whether or not it shall be liable hereunder, and shall not thereby concede liability or waive any provision of this Guarantee. If the Company shall exercise its rights under this paragraph, it shall do so diligently.
 - (b) If the Company elects to exercise its options as stated in Paragraph 5(a) the Company shall have the right to select counsel of its choice (subject to the right of such Assured to object for reasonable cause) to represent the Assured and shall not be liable for and will not pay the fees of any other counsel, nor will the Company pay any fees, costs or expenses incurred by an Assured in the defense of those causes of action which allege matters not covered by this Guarantee.
 - (c) Whenever the Company shall have brought an action or interposed a defense as permitted by the provisions of this Guarantee, the Company may pursue any litigation to final determination by a court of competent jurisdiction and expressly reserves the right, in its sole discretion, to appeal from an adverse judgment or order.
 - (d) In all cases where this Guarantee permits the Company to prosecute or provide for the defense of any action or proceeding, an Assured shall secure to the Company the right to so prosecute or provide for the defense of any action or proceeding, and all appeals therein, and permit the Company to use, at its option, the name of such Assured for this purpose. Whenever requested by the Company, an Assured, at the Company's expense, shall give the Company all reasonable aid in any action or proceeding, securing evidence, obtaining witnesses, prosecuting or defending the action or lawful act which in the opinion of the Company may be necessary or desirable to establish the title to the estate or interest as stated herein, or to establish the lien rights of the Assured. If the Company is prejudiced by the failure of the Assured to furnish the required cooperation, the Company's obligations to the Assured under the Guarantee shall terminate.
6. **Proof of Loss or Damage** - In addition to and after the notices required under Section 3 of these Conditions and Stipulations have been provided to the Company, a proof of loss or damage signed and sworn to by the Assured shall be furnished to the Company within ninety (90) days after the Assured shall ascertain the facts giving rise to the loss or damage. The proof of loss or damage shall describe the matters covered by this Guarantee which constitute the basis of loss or damage and shall state, to the extent possible, the basis of calculating the amount of the loss or damage. If the Company is prejudiced by the failure of the Assured to provide the required proof of loss or damage, the Company's obligation to such Assured under the Guarantee shall terminate. In addition, the Assured may reasonably be required to submit to examination under oath by an authorized representative of the Company and shall produce for examination, inspection and copying, at such reasonable times and places as may be designated by any authorized representative of the Company, all records, books, ledgers, checks, correspondence and memoranda, whether bearing a date before or after Date of Guarantee, which reasonably pertain to the loss or damage. Further, if requested by any authorized representative of the Company, the Assured shall grant its permission, in writing, for any authorized representative of the Company to examine, inspect and copy all records, books, ledgers, checks, correspondence and memoranda in the custody or control of a third party, which reasonably pertain to the loss or damage. All information designated as confidential by the Assured provided to the Company pursuant to this Section shall not be disclosed to others unless, in the reasonable judgment of the Company, it is necessary in the administration of the claim. Failure of the Assured to submit for examination under oath, produce other reasonably requested information or grant permission to secure reasonably necessary information from third parties as required in the above paragraph, unless prohibited by law or governmental regulation, shall terminate any liability of the Company under this Guarantee to the Assured for that claim.
7. **Options to Pay or Otherwise Settle Claims: Termination of Liability** - In case of a claim under this Guarantee, the Company shall have the following additional options:
 - (a) To Pay or Tender Payment of the Amount of Liability or to Purchase the Indebtedness.

GUARANTEE CONDITIONS AND STIPULATIONS

The Company shall have the option to pay or settle or compromise for or in the name of the Assured any claim which could result in loss to the Assured within the coverage of this Guarantee, or to pay the full amount of this Guarantee or, if this Guarantee is issued for the benefit of a holder of a mortgage or a lienholder, the Company shall have the option to purchase the indebtedness secured by said mortgage or said lien for the amount owing thereon, together with any costs, reasonable attorneys' fees and expenses incurred by the Assured claimant which were authorized by the Company up to the time of purchase.

Such purchase, payment or tender of payment of the full amount of the Guarantee shall terminate all liability of the Company hereunder. In the event after notice of claim has been given to the Company by the Assured the Company offers to purchase said indebtedness, the owner of such indebtedness shall transfer and assign said indebtedness, together with any collateral security, to the Company upon payment of the purchase price. Upon the exercise by the Company of the option provided for in Paragraph (a) the Company's obligation to the Assured under this Guarantee for the claimed loss or damage, other than to make the payment required in that paragraph, shall terminate, including any obligation to continue the defense or prosecution of any litigation for which the Company has exercised its options under Paragraph 5, and the Guarantee shall be surrendered to the Company of cancellation.

- (b) **To Pay or Otherwise Settle With Parties Other Than the Assured or With the Assured Claimant.**

To pay or otherwise settle with other parties for or in the name of an Assured claimant any claim assured against under this Guarantee, together with any costs, attorneys' fees and expenses incurred by the Assured claimant which were authorized by the Company up to the time of payment and which the Company is obligated to pay.

Upon the exercise by the Company of the option provided for in Paragraph (b) the Company's obligation to the Assured under this Guarantee for the claimed loss or damage, other than to make the payment required in that paragraph, shall terminate, including any obligation to continue the defense or prosecution of any litigation for which the Company has exercised its options under Paragraph 5.

- 8. Determination and Extent of Liability** - This Guarantee is a contract of Indemnity against actual monetary loss or damage sustained or incurred by the Assured claimant who has suffered loss or damage by reason of reliance upon the assurances set forth in this Guarantee and only to the extent herein described, and subject to the exclusions stated in Paragraph 2.

The liability of the Company under this Guarantee to the Assured shall not exceed the least of:

- the amount of liability stated in Schedule A;
- the amount of the unpaid principal indebtedness secured by the mortgage of an Assured mortgagee, as limited or provided under Section 7 of these Conditions and Stipulations or as reduced under Section 10 of these Conditions and Stipulations, at the time the loss or damage assured against by this Guarantee occurs, together with interest thereon; or
- the difference between the value of the estate or interest covered hereby as stated herein and the value of the estate or interest subject to any defect, lien or encumbrance assured against by this Guarantee.

9. Limitation of Liability

- If the Company establishes the title, or removes the alleged defect, lien or encumbrance, or cures any other matter assured against by this Guarantee in a reasonably diligent manner by any method, including litigation and the completion of any appeals therefrom, it shall have fully performed its obligations with respect to that matter and shall not be liable for any loss or damage caused thereby.
- In the event of any litigation by the Company or with the Company's consent, the Company shall have no liability for loss or damage until there has been a final determination by a court of competent jurisdiction, and disposition of all appeals therefrom, adverse to the title, as stated herein.
- The Company shall not be liable for loss or damage to any Assured for liability voluntarily assumed by the Assured in settling any claim or suit without the prior written consent of the Company.

- 10. Reduction of Liability or Termination of Liability** - All payments under this Guarantee, except payments made for costs, attorneys' fees and expenses pursuant to Paragraph 5 shall reduce the amount of liability pro tanto.

11. Payment Loss

- No payment shall be made without producing this Guarantee for endorsement of the payment unless the Guarantee has been lost or destroyed, in which case proof of loss or destruction shall be furnished to the satisfaction of the Company.
- When liability and the extent of loss or damage has been definitely fixed in accordance with these Conditions and Stipulations, the loss or damage shall be payable within thirty (30) days thereafter.

- 12. Subrogation Upon Payment or Settlement** - Whenever the Company shall have settled and paid a claim under this Guarantee, all right of subrogation shall vest in the Company unaffected by any act of the Assured claimant.

The Company shall be subrogated to and be entitled to all rights and remedies which the Assured would have had against any person or property in respect to the claim had this Guarantee not been issued. If requested by the Company, the Assured shall transfer to the Company all rights and remedies against any person or property necessary in order to perfect this right of subrogation. The Assured shall permit the Company to sue, compromise or settle in the name of the Assured and to use the name of the Assured in any transaction or litigation involving these rights or remedies.

If a payment on account of a claim does not fully cover the loss of the Assured the Company shall be subrogated to all rights and remedies of the Assured after the Assured shall have recovered its principal, interest, and costs of collection.

- 13. Arbitration** - Unless prohibited by applicable law, either the Company or the Assured may demand arbitration pursuant to the Title Insurance Arbitration Rules of the American Arbitration Association. Arbitrable matters may include, but are not limited to, any controversy or claim between the Company and the Assured arising out of or relating to this Guarantee, any service of the Company in connection with its issuance or the breach of a Guarantee provision or other obligation. All arbitrable matters when the Amount of Liability is \$1,000,000 or less shall be arbitrated at the option of either the Company or the Assured. All arbitrable matters when the amount of liability is in excess of \$1,000,000 shall be arbitrated only when agreed to by both the Company and the Assured. The Rules in effect at Date of Guarantee shall be binding upon the parties. The award may include attorneys' fees only if the laws of the state in which the land is located permits a court to award attorneys' fees to a prevailing party. Judgment upon the award rendered by the Arbitrator(s) may be entered in any court having jurisdiction thereof.

The law of the situs of the land shall apply to an arbitration under the Title Insurance Arbitration Rules. A copy of the Rules may be obtained from the Company upon request.

14. Liability Limited to This Guarantee; Guarantee Entire Contract

- This Guarantee together with all endorsements, if any, attached hereto by the Company is the entire Guarantee and contract between the Assured and the Company. In interpreting any provision of this Guarantee, this Guarantee shall be construed as a whole.
- Any claim of loss or damage, whether or not based on negligence, or any action asserting such claim, shall be restricted to this Guarantee.
- No amendment or endorsement to this Guarantee can be made except by a writing endorsed hereon or attached hereto signed by either the President, a Vice President, the Secretary, an Assistant Secretary, or validating officer or authorized signatory of the Company.

- 15. Notices, Where Sent** - All notices required to be given the Company and any statement in writing required to be furnished the Company shall include the number of this Guarantee and shall be addressed to the Company at P. O. Box 2029, Houston, TX 77252-2029.

LOT BOOK GUARANTEE
Issued By
Stewart Title Guaranty Company

SCHEDULE A

File No. 24505522
State: ID
County: Blaine

<u>Guarantee No.</u>	<u>Liability</u>	<u>Date of Guarantee</u>	<u>Fee</u>
G-2222-000090601	\$1,000.00	May 15, 2024 at 7:30 a.m.	\$140.00

Name of Assured:
Galena-Benchmark Engineering

The assurances referred to on the face page hereof are:

1. That, according to the Company's property records relative to the following described land (but without examination of those Company records maintained and indexed by name):

Lot 8, Block 37 of the VILLAGE OF KETCHUM, BLAINE COUNTY, IDAHO, according to the official plat thereof, recorded as Instrument No. 302967, records of Blaine County, Idaho.

2. The last recorded instrument purporting to transfer title to said land is:

Deed Type: Warranty Deed
Grantors: W Bear, LLC, an Idaho limited liability company
Grantees: 131 E Sun Valley Rd. LLC, an Idaho limited liability company
Recorded Date: June 30, 2021
Instrument: 684103
[Click here to view](#)

3. There are no mortgages or deeds of trust which purport to affect title to said land, other than those shown below under Exceptions.
4. There are no (homesteads, agreements to convey, attachments, notices of non-responsibility, notices of completion, tax deeds) which purport to affect title to said land, other than shown below under Exceptions.
5. No guarantee is made regarding (a) matters affecting the beneficial interest of any mortgage or deed of trust which may be shown herein as an exception, or (b) other matters which may affect any such mortgage or deed of trust.
6. No guarantee is made regarding any liens, claims of liens, defects or encumbrances other than those specifically provided for above, and, if information was requested by reference to a street address, no guarantee is made that said land is the same as said address.

EXCEPTIONS:

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

131 E Sun Valley Rd, Ketchum, ID 83340

2. Taxes for the year 2023 are paid in full.

Parcel Number: [RPK00000370080](#)

Original Amount: \$3,441.88

3. Taxes, including any assessments collected therewith, for the year 2024 which are a lien not yet due and payable.

4. The land described herein is located within the boundaries of the City of Ketchum and is subject to any assessments levied thereby.

5. Easements, reservations, restrictions, and dedications as shown on the official plat of [Ketchum Townsite](#).
6. Reservations and exceptions in a United States Patent, and in the act authorizing the issuance thereof, recorded March 14, 1944 as Instrument No. [86677](#), records of Blaine County, Idaho.
7. Right of way for ditches, tunnels, telephone, and distribution lines constructed by authority of the United States, as granted to the United States under the provisions of Section 58-604 Idaho Code.
8. Terms and conditions contained in a/an Right-of-Way Encroachment Agreement 22806 by and between the City of Ketchum, Idaho, a municipal corporation and Reid Sanborn, representing 131 E Sun Valley Rd. LLC.
Recorded: October 26, 2022
Instrument No.: [697036](#), records of Blaine County, Idaho.
9. Terms and conditions contained in a/an FAR Exceedance Agreement #22808 by and between the City of Ketchum and 131 E Sun Valley Rd LLC.
Recorded: November 9, 2022
Instrument No.: [697318](#), records of Blaine County, Idaho.
10. An easement, including the terms and conditions thereof, for the purposes shown below and rights incidental thereto as set forth in a document.
Granted to: Idaho Power Company
Purpose: Public Utilities
Recorded: May 11, 2023
Instrument No.: [700087](#), records of Blaine County, Idaho.
11. A Construction Deed of Trust, Assignment of Leases and Rents, Security Agreement and Fixture Filing to secure an indebtedness in the amount shown below and any other obligations secured thereby:
Amount: \$5,788,000.00
Trustor/Grantor: 131 E Sun Valley Rd. LLC, an Idaho limited liability company
Trustee: U.S. Bank Trust Company, N.A.
Beneficiary: U.S. Bank National Association
Dated: December 22, 2022
Recorded: December 22, 2022
Instrument No.: [698055](#), records of Blaine County, Idaho.
12. A Financing Statement filed in the Office of the County Recorder showing:
Debtor: 131 E Sun Valley Rd. LLC
Secured Party: U.S. Bank National Association
Recorded: January 23, 2023
Instrument No.: [698574](#), records of Blaine, County, Idaho.
13. Notice of a lien filed in the Office of the Secretary of State.
Type: UCC Financing Statement
Agency: US Bank National Association
Named Party: 131 E Sun Valley Rd. LLC
Filing Number: [20230494390](#)
Filing Date: March 31, 2023

Sun Valley Title
By:



Nick Busdon, Authorized Signatory

JUDGMENT AND TAX LIEN GUARANTEE

Issued By
Stewart Title Guaranty Company

SCHEDULE A

Amount of Liability: \$1,000.00

Fee Amount: \$0.00

Guarantee No.: G-2222-000090601

Name of Assured: Galena-Benchmark Engineering

Date of Guarantee: May 15, 2024

That, according to the indices of the County Recorder of Blaine County, State of ID, for a period of 10 years immediately prior to the date hereof, there are no

- * Federal Tax Liens
- * Abstracts of Judgment, or
- * Certificates of State Tax Liens

filed, or recorded against the herein named parties, other than those for which a release appears in said indices and other than those shown under Exceptions.

The parties referred to in this guarantee are as follows:

131 E Sun Valley Rd. LLC, an Idaho Limited Liability Company

Sun Valley Title
By:



Nick Busdon, Authorized Signatory

SCHEDULE B

Exceptions:

NONE

**ARTICLES OF INCORPORATION
OF
FIRST CHAIR OWNERS ASSOCIATION, INC.**

The undersigned, for the purpose of forming a nonprofit corporation under the laws of the State of Idaho in compliance with the Idaho Nonprofit Corporation Act (Title 30, Chapter 30, Idaho Code), do hereby certify, declare, and adopt these Articles of Incorporation of First Chair Owners Association, Inc. (“**Articles**”):

ARTICLE I
NAME

The name of the corporation is First Chair Owners Association, Inc. (the “**Association**”).

ARTICLE II
TERM

The period of existence and duration of the life of the Association is perpetual.

ARTICLE III
NONPROFIT

The Association is a nonprofit, membership corporation.

ARTICLE IV
REGISTERED AGENT

Reid Sanborn, whose street address is 131 E Sun Valley Rd, Ketchum, Idaho 83340, is hereby appointed as the initial registered agent of the Association. The mailing address, which shall serve as the mailing address of the Association, is PO Box 3233, Ketchum, ID 83340.

ARTICLE V
PURPOSE AND POWERS OF THE ASSOCIATION

The Association is formed to exercise all powers and privileges, and to perform all of the duties and obligations, of the Association as set forth in the Condominium Declaration for First Chair Condominiums, as the same shall hereinafter be recorded in the real property records of Blaine County, Idaho, as may be amended from time to time according to its terms (the “**Declaration**”). The Declaration is incorporated by this reference as if fully set forth herein. Capitalized terms used and not defined in these Articles have the meanings set forth in the Declaration. The Association does not contemplate pecuniary gain or profit to the Members. The Association is formed for the purpose of acting as the “management body” of the Project in accordance with the Condominium Act.

ARTICLE VI
MEMBERSHIP & VOTING RIGHTS

“**Member**” means each Person holding a membership in the Association, including Grantor. Every Owner of a Condominium is a Member of the Association and has one (1) membership for each Condominium in the Project owned by such Owner. If the Owner of a Condominium shall be more than one (1) Person, all such Persons shall have a membership in the Association and be deemed Members, but

the voting rights in the Association attributable to that Condominium may not be split and shall be exercised by one (1) representative selected by such Persons as they, among themselves, may determine. In the event such Persons are unable to agree among themselves on any matter put to a vote as to how the vote shall be cast, such Persons shall not be entitled to vote on the matter in question. If only one such Person casts a vote, it will thereafter be conclusively presumed for all purposes that such Person was acting with the authority and consent of all other co-Owners of such Condominium. To this end, only one (1) vote is allocated to each Condominium, regardless of the number of Persons that hold an ownership interest in such Condominium. Memberships in the Association shall be appurtenant to the Condominium owned by such Owner. The memberships in the Association shall not be transferred, pledged, assigned or alienated in any way except upon the transfer of Owner's title to a Condominium and then only to the transferee of such title. Any attempt to make a prohibited membership transfer shall be void and will not be reflected on the books of the Association. The Association shall have two (2) classes of membership as follows:

(a) Class A Members. "**Class A Members**" shall be the Owners of the Condominium, with the exception of the Grantor for so long as the Class B Member exists. Upon the Class B Member Termination Date (defined below), at all meetings of the Association each Member will be entitled to one (1) vote for each Condominium owned by such Member. Prior to the Class B Termination Date, Class A Members are not entitled to vote.

(b) Class B Member. The "**Class B Member**" is Grantor, who shall be the sole voting Member of the Association entitled to vote the collective voting power of the Association from the period commencing on the Effective Date and expiring on the Class B Member Termination Date (the "**Initial Development Period**"). The Class B Member shall cease to exist upon the earlier to occur of the following: (a) Grantor no longer owns any Condominium within the Project; or (b) Grantor informs the Board, in a writing recorded in the real property records of Blaine County, Idaho, that Grantor no longer wishes to exercise its rights as the Class B Member (as applicable, the "**Class B Member Termination Date**").

ARTICLE VII BOARD OF DIRECTORS

The business and affairs of the Association is managed and controlled by the Board of Directors (the "**Board**"). The Board will consist of not less than three (3) directors and no more than five (5) directors. Directors need not be Owners. The bylaws will govern number, qualification, rights and obligations of the directors. The names and addresses of the persons who are to act in the capacity of initial directors until the selection of their respective successors (pursuant to the bylaws) are as follows:

Reid Sanborn	PO Box 5023 Ketchum, Idaho 83340
Scott Payne	PO Box 869 Ketchum, ID 83340
Steve Kearns	PO Box 3233 Ketchum, Idaho 83340
Diane Banta	PO Box 7250 Ketchum, Idaho 83340

ARTICLE VIII
DISSOLUTION

The Association will only be dissolved at an annual meeting, or a special meeting of the Association called for that purpose, by the affirmative votes of eighty-five percent (85%) or more of the total voting power of the Association. Upon dissolution of the Association, other than incident to a merger or consolidation, the real and personal property of the Association will be distributed as follows: (i) dedicated to an appropriate public agency to be used for purposes similar to those for which the Association was created; or (ii) granted, conveyed, and assigned to a nonprofit corporation, association, trust, or other organization to be devoted to such similar purposes.

ARTICLE IX
AMENDMENTS

These Articles may be amended at any annual meeting, or any special meeting of the Association called for that purpose, by the affirmative vote of sixty-five percent (65%) or more of the total voting power of the Association. No amendment that is inconsistent with the provisions of the Declaration will be valid.

ARTICLE X
INCORPORATOR

The name and address of the incorporator of the Association is:

Reid Sanborn
131 E Sun Valley Rd
Ketchum, Idaho 83340

IN WITNESS WHEREOF, these Articles are executed effective this ____ day of _____, 2024.

Reid Sanborn, Incorporator

BYLAWS
OF
FIRST CHAIR OWNERS ASSOCIATION, INC.

These Bylaws (these “**Bylaws**”) of First Chair Owners Association, Inc., an Idaho nonprofit corporation (the “**Association**”), are applicable to the Project as identified in that certain Condominium Declaration for First Chair Condominiums, to be hereinafter recorded in the real property records of Blaine County, Idaho, as the same may be amended from time-to-time according to its terms (the “**Declaration**”). The Declaration is hereby incorporated herein in its entirety by this reference and made a part of these Bylaws as if set out in full herein, and all capitalized terms not otherwise defined herein have the meaning set forth in the Declaration.

ARTICLE 1 - MEMBERS

Section 1.1 Membership and Voting. “**Member**” means each Person holding a membership in the Association, including Grantor. Every Owner of a Condominium is a Member of the Association and has one (1) membership for each Condominium in the Project owned by such Owner. If the Owner of a Condominium shall be more than one (1) Person, all such Persons shall have a membership in the Association and be deemed Members, but the voting rights in the Association attributable to that Condominium may not be split and shall be exercised by one (1) representative selected by such Persons as they, among themselves, may determine. In the event such Persons are unable to agree among themselves on any matter put to a vote as to how the vote shall be cast, such Persons shall not be entitled to vote on the matter in question. If only one such Person casts a vote, it will thereafter be conclusively presumed for all purposes that such Person was acting with the authority and consent of all other co-Owners of such Condominium. To this end, only one (1) vote is allocated to each Condominium, regardless of the number of Persons that hold an ownership interest in such Condominium. Memberships in the Association shall be appurtenant to the Condominium owned by such Owner. The memberships in the Association shall not be transferred, pledged, assigned or alienated in any way except upon the transfer of Owner’s title to a Condominium and then only to the transferee of such title. Any attempt to make a prohibited membership transfer shall be void and will not be reflected on the books of the Association. The Association shall have two (2) classes of membership as follows:

(a) Class A Members. “**Class A Members**” shall be the Owners of the Condominiums, with the exception of the Grantor for so long as the Class B Member exists. Upon the Class B Member Termination Date (defined below), at all meetings of the Association each Member will be entitled to one (1) vote for each Condominium owned by such Member. Prior to the Class B Termination Date, Class A Members are not entitled to vote.

(b) Class B Member. The “**Class B Member**” is Grantor, who shall be the sole voting Member of the Association entitled to vote the collective voting power of the Association from the period commencing on the Effective Date and expiring on the Class B Member Termination Date (the “**Initial Development Period**”). The Class B Member shall cease to exist upon the earlier to occur of the following: (a) Grantor no longer owns any Condominiums within the Project; or (b) Grantor informs the Board, in a writing recorded in the real property records of Blaine County, Idaho, that Grantor no longer

wishes to exercise its rights as the Class B Member (as applicable, the “**Class B Member Termination Date**”).

Section 1.2 Annual Meetings of Members. The Association will hold an annual meeting of Members each year on such date as the Board may designate. At such meeting, the Members may transact such business as may properly come before them if a quorum is present.

Section 1.3 Special Meetings. The president, or in the absence of the president, any other officer of the Association, will call a special meeting of the Association as directed at any time by resolution of the Board or upon request of Grantor, or, after the Initial Development Period, upon the Association’s receipt, in any twenty-one (21) day period, of signed, written requests from fifty percent (50%) or more of the total voting power of the Association. The notice of all special meetings will be given as provided in Section 1.6 of these Bylaws, and will state the nature of the business to be undertaken. No business will be transacted at a special meeting except as stated in the notice, unless by consent of the Members representing more than fifty percent (50%) of the total voting power in the Association, either in person or by proxy.

Section 1.4 Order of Business. The order of business at all meetings will be as follows: (a) roll call to determine the voting power represented at the meeting; (b) proof of notice of meeting or waiver of notice; (c) reading of minutes of preceding meeting; (d) reports of committees; (e) unfinished business; and (f) new business.

Section 1.5 Place of Meetings. Meetings of the Association will be held in the location designated by the Board, which location will be a suitable place in the Project or close thereto. Such meetings will be conducted in accordance with Robert’s Rules of Order.

Section 1.6 Notice of Meetings. Notice of annual or special meetings of the Association will be delivered, mailed or emailed to all Members, and will be given not less than five (5) days nor more than thirty (30) days prior to the time of said meeting and will set forth the place, date and hour of the meeting, and the nature of the business to be undertaken at any special meeting, by the acting chairman of the previous annual meeting, or, in such person’s absence, by the Association’s secretary of the previous annual meeting, or, in both persons’ absence, by the Members having one-quarter (1/4) of the total voting power in the Association. The mailing of a notice (postage prepaid) or the emailing of a notice in the manner provided in this Section 1.6, is considered notice served. If no address has been furnished to the Association’s secretary, notice is deemed to have been given to a Member if posted in a conspicuous place in the Project.

Section 1.7 Quorum. Except as otherwise provided in the Condominium Documents, the presence in person or by proxy of the Grantor constitutes a quorum during the Initial Development Period. After the Initial Development Period, the presence in person or by proxy of the Members representing thirty percent (30%) or more of the total voting power of the Association constitutes a quorum. The Members present at a duly called or held meeting at which a quorum is present may continue to do business until adjournment, notwithstanding the withdrawal of enough Members to leave less than a quorum. If any meeting cannot be held because a quorum is not present, the Members present may adjourn the meeting to a time not less than five (5) days nor more than thirty (30) days from the time the original meeting was scheduled, without notice other than announcement at the meeting. At such second meeting, the presence of Members representing

no less than fifteen percent (15%) of the quorum required at the preceding meeting constitutes a quorum. Except as otherwise provided herein or in the Declaration, decisions and resolutions of the Association require an affirmative vote of the Members representing a majority of the total voting power present at an annual or special meeting of the Association at which a quorum is present.

Section 1.8 Proxies. Votes may be cast in person or by proxy. Proxies must be in writing and filed with the Association's secretary at least twenty-four (24) hours before the appointed time of each meeting. Every proxy is revocable by the Member who executed the proxy at any time and automatically ceases after completion of the meeting for which the proxy was filed, if filed for a particular meeting. In no event will a proxy be valid after eleven (11) months from the date of its execution.

Section 1.9 Action without Meeting. Any action which may be taken at a meeting of the Association, may be taken without a meeting if authorized in writing signed by all of the Members who would be entitled to vote at a meeting for such purpose, and filed with the Association's secretary. Any action so approved will have the same effect as though taken at a meeting of the Members.

ARTICLE 2 - BOARD

Section 2.1 Number and Qualification. The business and affairs of the Association is managed by the Board. The Board consists of not less than three (3) directors and no more than five (5) directors. Directors need not be Owners. During the Initial Development Period, Grantor has the exclusive right to appoint, remove, and replace directors at any time and from time-to-time in Grantor's sole discretion, and to otherwise fill vacancies on the Board as they arise. After the Initial Development Period: (a) the Owners have the right to elect and remove directors as provided in these Bylaws; and (b) any vacancy on the Board shall be filled by a plurality of the votes cast by the remaining Directors through a special election at any meeting of the Board.

Section 2.2 Powers. The Board's power on behalf of and in respect of the Association will be all powers and privileges permitted to be exercised by a Board of a nonprofit corporation under applicable law, subject only to such limitations as are expressly stated in the Condominium Documents and the Condominium Act. The Board will conduct, direct, and exercise full control over all activities of the Association. Unless otherwise provided in the Condominium Documents, any action taken by the Board on behalf of the Association, will be sufficient to bind the Association and will conclusively evidence the authority of the Board with respect thereto. The Board is vested with, and responsible for, the powers and duties identified in the Declaration.

Section 2.3 Annual meetings. Annual meetings of the Board may be held without notice, at such times, in such place and at such hour as may be fixed from time to time by resolution of the Board. Should said meeting fall upon a legal holiday, then that meeting will be held at the same time on the next day which is not a legal holiday.

Section 2.4 Special Meetings. Special meetings of the Board may be called by or at the request of the President or any two (2) directors. The person or persons authorized to call special meetings of the Board may fix any place as the place for holding any special meeting of the Board

called by them. Whenever any director has been absent from any special meeting of the Board, an entry in the minutes to the effect that notice has been duly given in the manner provided in Section 2.5 will be conclusive and incontrovertible evidence that due notice of such meeting was given to such director, as required by law and as provided herein.

Section 2.5 Notice. Notice of any special meetings of the Board will be hand delivered, mailed, or emailed to all directors at least three (3) days previous thereto and will set forth the place, date and hour of the meeting, and the nature of the business to be undertaken. Notice shall be deemed received upon hand delivery or refusal to accept hand delivery, two (2) days after deposit in a regular depository of the United States mail with postage prepaid, or when sent if sent by email unless the sender learns that the recipient did not receive the email. Notwithstanding the foregoing, actual notice however and from whomever received shall always be effective.

Section 2.6 Waiver of Notice. Before or at any meeting of the Board, any director may in writing waive notice of such meeting and such waiver will be deemed equivalent to the giving of such notice. Attendance by a director at any meeting of the Board will be waiver of notice by that director of the time and place thereof. If all directors are present at any meeting of the Board, no notice will be required and any business may be transacted at such meeting. The transactions of any meeting of the Board, however called and noticed or wherever held, will be as valid as though transacted at a meeting duly held after regular call and notice, if a quorum be present, and if, either before or after the meeting, each of the directors not present signs such a written waiver of notice, a consent to holding such meeting, or an approval of the minutes thereof. All such waivers, consents, and approvals will be filed with the records of the Association or made a part of the minutes of the meeting.

Section 2.7 Quorum. A majority of the number of directors fixed by Section 2.1 will constitute a quorum for the transaction of business at any meeting of the Board. Any act taken by a majority of the directors present at a meeting at which a quorum is present will be the act of the Board.

Section 2.8 Voting. Each director will have one (1) vote as a director.

Section 2.9 Action without a Meeting. Any Board action that may be taken at a meeting may be taken without a meeting if all directors sign a consent setting forth the action so taken.

Section 2.10 Vacancies. Vacancies on the Board during the Initial Development Period shall be filled by the Grantor. After the Initial Development Period, any vacancy on the Board shall be filled by a plurality of the votes cast by the remaining directors, through a special election at any meeting of the Board. Until such time as a vacancy is filled as provided herein, the Board shall continue to conduct business as if no vacancy existed. A vacancy or vacancies will be deemed to exist in case of death, resignation, removal, or judicial adjudication of mental incompetence of any director, or in the case the full number of authorized directors are not elected at any meeting at which such election is to take place.

Section 2.11 Fidelity Bonds. The Board may require that all officers and employees of the Association handling or responsible for the Association funds will furnish adequate fidelity bonds. The premium on such bonds will be paid by the Association or its manager.

Section 2.12 Committees. The Board, by resolution, may from time to time designate such committees as the Board desires, and may establish the purposes and powers of each such committee created. The resolution designating and establishing a committee will provide for the appointment of its members, as well as a chairperson, will state the purpose of the committee, and will provide for reports, termination, and other administration matters as deemed appropriate by the Board.

Section 2.13 Books, Financial Statements and Audit. The Board will cause to be maintained a full set of books and records showing the financial condition of the affairs of the Association in a manner consistent with generally accepted accounting principles. Financial statements for the Association will be prepared regularly and, upon request, copies will be made available to each Member of the Association as follows:

(a) A pro forma operating statement or budget representing the Association for each “fiscal year” (which will begin on the 1st day of January and end on the 31st day of December of every year except that the first fiscal year will begin on the date of incorporation) will be made available to the Members not less than fifteen (15) days prior to the beginning of each fiscal year.

(b) Within ninety (90) days after the close of each fiscal year, the Association will cause to be prepared and made available to each Member, a balance sheet as of the last day of the Association’s fiscal year and annual operating statements reflecting the income and expenditures of the Association for its last fiscal year. The operating statement will include a schedule of Assessments received and receivable.

Section 2.14 Removal. During the Initial Development Period, only the Grantor has the power to remove a director, which removal may be with or without cause. After the Initial Development Period, the Members may remove one (1) or more directors with or without cause. A director may be removed only if the number of votes cast to remove the director exceeds the number of votes cast not to remove the director. A director may be removed by the Members only at a meeting called for the purpose of removing that director, and the meeting notice must state that the purposes, or one of the purposes, of the meeting is removal of the director.

Section 2.15 Term. Directors appointed by the Grantor during the Initial Development Period shall serve until the earlier of the following: (a) death; (b) resignation; (c) removal; or (d) the date of the first annual meeting of the Members after expiration of the Initial Development Period. At the first annual meeting of the Members after the expiration of the Initial Development Period, and each annual meeting thereafter, the Members shall elect the directors. Directors so elected by the Members shall serve until the earlier of: (i) the next annual meeting of the Members; (ii) death; (iii) resignation; or (iv) removal. Notwithstanding anything to the contrary contained herein, despite the expiration of a director’s term, the director continues to serve until the director’s successor is appointed or elected, and qualifies, or until there is a decrease in the number of directors. At the expiration of a director’s term (i.e. on the date of the first annual meeting of the Members after the director’s election), the director’s successor (which may be the same individual) shall be elected by a plurality of the votes cast by the Members entitled to vote in the election at a meeting at which a quorum is present. Members shall have no right to cumulate their votes for directors.

ARTICLE 3 - OFFICERS

Section 3.1 Designation. The principal officers of the Association will be a president, a vice president, secretary, and a treasurer, all of whom will be elected by the Board. The Board may appoint an assistant treasurer and an assistant secretary, and such other officers as in the Board's judgment may be necessary. One person may hold two or more offices, except those offices of president and secretary.

Section 3.2 Election of Officers. The officers of the Association will be elected annually by the Board at the organizational meeting of each new Board, and each officer will hold office for one (1) year unless such officer will sooner resign or will be removed or otherwise disqualified.

Section 3.3 Removal of Officers. Upon an affirmative vote of a majority of the Board, any officer may be removed, either with or without cause, and a successor elected at any annual meeting of the Board, or any special meeting of the Board called for such purpose. Any officer may resign at any time by giving written notice to the Board or to the president or secretary of the Association. Any such resignation will take effect at the date of receipt of such notice or at any later time specified therein; and unless otherwise specified in said notice, acceptance of such resignation by the Board will not be necessary to make it effective. A vacancy in any office may be filled by appointment by the Board. The officer appointed to such vacancy will serve for the remainder of the term of the officer he or she replaces.

Section 3.4 Compensation. Officers, agents, and employees may receive such reasonable compensation for their services as may be authorized by the Board. Appointment of any officer, agent, or employee will not of itself create contractual rights of compensation for services performed by such an officer, agent, or employee.

Section 3.5 Special Appointment. The Board may elect such other officers as the affairs of the Association may require, each of whom will hold office for such period, have such authority, and perform such duties as the Board may, from time to time, determine.

Section 3.6 President. The president will be the chief executive officer of the Association. The president will preside at all meetings of the Association and of the Board. The president will have all of the general powers and duties which are usually vested in the office of the president of a nonprofit corporation. The president will, subject to the control of the Board, have general supervision, direction, and control of the business of the Association. The president will be ex officio a member of all standing committees, and the president will have such other powers and duties as may be prescribed by the Board or these Bylaws.

Section 3.7 Vice President. The vice president will take the place of the president and perform such duties whenever the president will be absent, disabled or unable to act. If neither the president nor the vice president is able to act, the Board will appoint a member of the Board to do so on an interim basis. The vice president will also perform such other duties as will from time to time be imposed by the Board or these Bylaws.

Section 3.8 Secretary. The secretary will record the votes and keep the minutes of all meetings of the Board and the minutes of all meetings of the Association at the principal office of

the Association or such other place as the Board may order. The secretary will have charge of such books and papers as the Board may direct, and the secretary will, in general, perform all the duties incident to the office of secretary. The secretary will give, or cause to be given, notices of meetings of the Association and of the Board required by these Bylaws or by law to be given. The secretary will maintain a book of record Owners and Occupants, listing the names and addresses of the Owners and Occupants as furnished to the Association and such book will be changed only at such time as satisfactory evidence of a change in ownership or occupancy is presented to the secretary. The secretary will perform such other duties as may be prescribed by the Board or these Bylaws.

Section 3.9 Treasurer. The treasurer will have responsibility for the Association's funds and securities and will be responsible for keeping, or causing to be kept, full and accurate accounts of the financial transactions of the Association including accounts of all assets, liabilities, receipts, and disbursements, all in books belonging to the Association. The treasurer will be responsible for the deposit of all monies and other valuable effects in the name and to the credit of the Association in such depositories as may from time to time be designated by the Board. The treasurer will disburse the funds of the Association as may be ordered by the Board in accordance with the Declaration, will render to the president and directors upon request, an account of all transactions as treasurer and of the financial condition of the Association, and will have such other powers and perform such other duties as may be prescribed by the Board or these Bylaws.

ARTICLE 4 - ASSESSMENTS PROCEDURES

Section 4.1 The policies and procedures for Assessments (such as notices, payment methods, installment options, late fees, interest charges, collection fees, and other matters) will be as set forth in the Declaration or as otherwise set forth in the Condominium Documents.

ARTICLE 5 - INDEMNIFICATION AND INSURANCE

Section 5.1 Definitions. For the purposes of this Article, "agent" means any person who is or was a director, officer, employee, or other agent of the Association, or is or was serving at the request of the Association as a director, officer, employee, or agent of another corporation, or was a director, officer, employee, or agent of a corporation which was a predecessor corporation of the Association; "proceeding" means any threatened, pending, or completed action or proceeding, whether civil, criminal, administrative, or investigative; and "expenses" includes, without limitation, attorneys' fees and costs and any expenses of establishing a right to indemnification under Section 5.3 or Section 5.4(c).

Section 5.2 Indemnification. The Association will indemnify any person who was or is a party or is threatened to be made a party to any proceeding (other than an action by or in the right of the Association to procure a judgment in its favor) by reasons of the fact that such person is or was an agent of the Association, against expenses, judgments, fines, settlements, and other amounts actually and reasonably incurred in connection with such proceeding if such person acted in good faith and in a manner such person reasonably believed to be in or not opposed to the best interests of the Association and, in the case of a criminal proceeding, had no reasonable cause to believe the conduct of such person was unlawful. The termination of any proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent will not, of itself,

create a presumption that the person did not act in good faith and in a manner which the person reasonably believed to be in or not opposed to the best interests of the Association or with respect to any criminal proceeding that the person had reasonable cause to believe that the person's conduct was unlawful. However, no indemnification will be made in respect of any claim, issue, or matter as to which such person will have been adjudged to be liable to the Association in the performance of such person's duty to the Association, unless and only to the extent that the court in which such proceeding is or was pending will determine upon application that, in view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnity for the expenses which such court will deem proper.

Section 5.3 Expenses in Successful Defense. To the extent that an agent of the Association has been successful on the merits in defense of any proceeding referred to in Section 5.2 or in defense of any claim, issue, or matter therein, the agent will be indemnified against expenses actually and reasonably incurred by the agent in connection therewith.

Section 5.4 Determination of Standard of Conduct. Except as provided in Section 5.3, any indemnification under this Article will be made by the Association only if authorized in the specific case, upon a determination that indemnification of the agent is proper in the circumstances because the agent has met the applicable standard of conduct set forth in Section 5.2, as determined by:

- (a) A majority vote of directors who are not parties to such proceeding;
- (b) Approval or ratification by the affirmative vote of a majority of the total voting power of the Association as cast by the Members at a duly held meeting of the Association at which a quorum is present;
- (c) The court in which such proceeding is or was pending, upon application made by the Association or the agent or the attorney or other persons rendering services in connection with the defense, whether or not such application by the agent, attorney, or other person is opposed by the Association; or
- (d) Independent legal counsel in written opinion, engaged at the direction of a majority of disinterested directors.

Section 5.5 Advancing Expenses. Expenses incurred in defending any proceeding may be advanced by the Association prior to the final disposition of such proceeding upon receipt of an undertaking by or on behalf of the agent to repay such amount if it will be determined ultimately that the agent is not entitled to be indemnified as authorized in this Article.

Section 5.6 Extent and Limitations of Indemnifications. No indemnification or advance will be made under this Article, except as provided in Section 5.3 or Section 5.4(c), in any circumstance where it appears:

- (a) That it would be inconsistent with a provision of the Articles, these Bylaws, a resolution of the Board or Members, or an agreement in effect at the time of the accrual of the alleged cause of action asserted in the proceeding in which the expenses were incurred or other amounts were paid, which prohibits or otherwise limits indemnification; or

(b) That it would be inconsistent with any condition expressly imposed by a court in approving a settlement.

Section 5.7 Beneficial Effect. This Article will create a right of indemnification for each agent referred to in this Article, whether or not the proceeding to which the indemnification relates arose in whole or in part prior to adoption of this Article; and in the event of the death of such agent, whether before or after initiation of such proceeding, such right will extend to such agent's legal representatives. In addition, to the maximum extent permitted by applicable law, the right of indemnification hereby given will not be exclusive of or otherwise affect any other rights such agent may have to indemnification, whether by law or under any contract, insurance policy, or otherwise.

Section 5.8 Liability Insurance. The Association may purchase and maintain insurance on behalf of any agent of the Association against any liability asserted against or incurred by the agent in such capacity or arising out of the agent's status as such, whether or not the Association would have the power to indemnify the agent against such liability under the provisions of this Article.

ARTICLE 6 - ASSOCIATION RECORDS

Section 6.1 The Association will keep such records of its business and affairs as is customary for community or homeowner associations, including a membership register, accounting records, financial statements, operating budgets, balance sheets, and minutes of meetings of the Board and committees. Such records will be available at the Association's regular offices for inspection and copying by any Owner at such Owner's expense in conformance with the Idaho Nonprofit Corporation act, specifically Idaho Code § 30-30-1102. The Board may establish reasonable rules with respect to: (a) notice to be given to the custodians of the records by persons desiring to make the inspection; (b) hours and days of the week when such an inspection may be made; and (c) payment of the cost of reproducing copies of documents requested pursuant to this Article 6. The Association's obligations hereunder may be fulfilled by making the records available to an Owner electronically, including delivery by electronic mail or the posting of such records on a website.

ARTICLE 7 - CONFLICTING PROVISIONS

Section 7.1 If any provision of these Bylaws conflicts with applicable law, the Declaration, or the Articles, such conflicting provision will be severable and the other provisions of these Bylaws will remain in full force and effect.

ARTICLE 8 - AMENDMENTS TO BYLAWS

These Bylaws may be amended at any annual meeting, or any special meeting of the Association called for that purpose, by the affirmative vote of at least sixty-five percent (65%) of the total voting power of the Association. No amendment that is inconsistent with the provisions of the Declaration will be valid.

[Remainder of page intentionally left blank; adoption on the following page.]

**CONSENT OF DIRECTORS OF THE
FIRST CHAIR OWNERS ASSOCIATION, INC.
IN LIEU OF MEETING**

The undersigned, constituting all of the Directors of the First Chair Owners Association, Inc., an Idaho nonprofit corporation (the “**Association**”), do hereby consent to, adopt, and approve in writing the following corporate action without a meeting in accordance with the provisions of the general nonprofit corporation laws of the State of Idaho:

RESOLVED, that the above and foregoing Bylaws are hereby duly adopted as the Bylaws of the Association and that the same do now constitute the Bylaws of the Association.

RESOLVED, that Reid Sanborn is hereby elected president of the Association, Scott Payne is hereby elected vice president of the Association, Robin Story is elected secretary of the Association, and Diane Banta is hereby elected treasurer of the Association.

This Consent of Directors of the First Chair Owners Association, Inc. in Lieu of Meeting is effective as of the ____ day of _____, 2024.

DIRECTORS:

Reid Sanborn

Scott Payne

Robin Story

Diane Banta

CERTIFICATE OF SECRETARY

I, the undersigned, do hereby certify that:

1. I am the duly elected and acting secretary of First Chair Owners Association, Inc., an Idaho nonprofit corporation; and

2. The foregoing Bylaws comprising 11 pages, including this page, constitute the Bylaws of First Chair Owners Association, Inc., and were duly adopted by the Board pursuant to that “**Consent of Directors of First Chair Owners Association, Inc. in Lieu of Meeting**,” dated effective the ___ day of _____, 2024.

IN WITNESS WHEREOF, I have hereunto subscribed my hand and attest the act of the Association effective the ___ day of _____, 2024.

Robin Story, Secretary

**CONDOMINIUM DECLARATION
FOR
FIRST CHAIR
BUILDING**

TABLE OF CONTENTS

SECTION 1 RECITALS..... 1

 1.1 Property Covered 1

 1.2 Commercial, Retail, and Office Use 1

 1.3 Purpose..... 1

SECTION 2 DECLARATION..... 1

SECTION 3 ADDITIONAL DEFINITIONS 2

SECTION 4 NATURE AND INCIDENTS OF CONDOMINIUM OWNERSHIP 4

 4.1 Estates of an Owner of a Condominium 4

 4.2 Title 5

 4.3 No Further Division 5

 4.4 Inseparability of Condominiums..... 5

 4.5 Partition of Common Area Not Permitted 5

 4.6 Taxes and Assessments 5

 4.7 Owner’s Rights with Respect to Interiors 5

SECTION 5 EASEMENTS..... 6

 5.1 Easements for Encroachments 6

 5.2 Easements of Access for Repair, Maintenance, and Emergencies 6

 5.3 Owner’s Right to Ingress, Egress, and Support 6

 5.4 Association’s Right to Use of Common Area..... 7

 5.5 Grantor’s Right Incident to Construction 7

 5.6 Certain Easements Benefit City 7

 5.7 Emergency Easement..... 7

 5.8 Recorded Easements 7

 5.9 Easements for Annual Inspection 7

 5.10 Easements Deemed Created..... 8

SECTION 6 DESCRIPTION OF CONDOMINIUM..... 8

SECTION 7 USE OF CONDOMINIUMS..... 8

 7.1 Commercial, Retail, and Office Use 8

 7.2 Leasing..... 8

 7.3 Obstructions of Common Area 8

 7.4 Maintenance of Interiors and Limited Common Area..... 9

 7.5 Prohibition of Damage and Certain Activities..... 9

 7.6 No Hazardous Activities 11

 7.7 Over the Air Reception Devices 11

 7.8 Energy Devices, Outside..... 11

 7.9 Signs..... 11

 7.10 Window Treatments..... 11

 7.11 Appliances..... 12

7.12 Construction and Structural Alterations.....	12
7.13 Sewer System Restrictions.....	12
7.14 Patio Restrictions	12
7.15 Garage Restrictions.....	13
7.16 No Smoking	13
7.17 Animals/Pets	13
7.18 Assistance Animals.....	13
7.19 Signage.....	14
7.20 Right to Enjoy and Use Units	14
SECTION 8 FIRST CHAIR OWNERS ASSOCIATION.....	14
8.1 Creation and Designation of Association	14
8.2 Membership and Voting	14
8.3 Member Meetings	15
8.4 Proxies.....	15
8.5 Board of Directors.....	15
8.6 Delegation of Authority	16
8.7 Powers of the Association.....	16
8.8 Duties of the Association	19
8.9 Immunity and Indemnification	21
8.10 Waiver of Consequential Damages.....	21
SECTION 9 ASSESSMENTS.....	21
9.1 Covenant to Pay Assessments.....	21
9.2 Rate of Assessment	21
9.3 Regular Assessments	21
9.4 Special Assessments	22
9.5 Limited Assessments	23
9.6 Notice and Assessment Due Date.....	23
SECTION 10 ENFORCEMENT OF ASSESSMENTS; LIENS	23
10.1 Right to Enforce.....	23
10.2 Assessment Liens.....	24
10.3 Method of Foreclosure.....	24
10.4 Required Notice	24
10.5 Subordination.....	24
10.6 Grantor Exemption.....	24
SECTION 11 RIGHTS TO COMMON AREAS.....	25
11.1 Use of Common Area	25
11.2 Delegation of Right to Use	25
11.3 Damages.....	25
SECTION 12 MECHANIC’S LIEN RIGHTS.....	25
SECTION 13 INSURANCE.....	26

13.1 Types of Insurance	26
13.2 Form	27
13.3 Insurance Proceeds.....	27
13.4 Owner’s Own Insurance	27
13.5 Mutual Waiver of Subrogation Rights	28
SECTION 14 CASUALTY, DAMAGE OR DESTRUCTION	28
14.1 Affects Title	28
14.2 Association As Agent	28
14.3 General Authority of Association	28
14.4 Estimate of Costs	29
14.5 Repair or Reconstruction	29
14.6 Funds for Reconstruction.....	29
14.7 Disbursement of Funds for Repair or Reconstruction	29
14.8 Decision not to Rebuild	29
SECTION 15 CONDEMNATION	30
15.1 Consequences of Condemnation.....	30
15.2 Proceeds	30
15.3 Complete Taking.....	30
15.4 Partial Taking.....	30
15.5 Reorganization	31
15.6 Reconstruction and Repair.....	31
SECTION 16 DISCLAIMERS, WAIVERS, AND ACKNOWLEDGMENTS	31
16.1 Disclaimer and Waiver of Warranties.....	31
SECTION 17 RESOLUTION OF DISPUTES.....	32
17.1 Agreement to Avoid Litigation.....	32
17.2 Exemptions	32
17.3 Dispute Resolution.....	33
SECTION 18 INITIAL DEVELOPMENT PERIOD.....	34
18.1 Project Management	34
18.2 Grantor Exemptions	34
18.3 Water Rights Appurtenant to Project.....	35
18.4 Grantor’s Exemption from Assessments	35
18.5 Assignment of Grantor’s Rights	35
SECTION 19 TERM.....	35
SECTION 20 MISCELLANEOUS	36
20.1 Amendment.....	36
20.2 Mortgage Protection.....	36
20.3 Enforcement and Non-Waiver	36

20.4 Registration of Mailing Address	37
20.5 Interpretation.....	37
20.6 Owner’s Obligations Continue	38
20.7 Exhibits	38
20.8 Acknowledgement and Waivers	38

EXHIBITS

- EXHIBIT A — Legal Description of the Property
- EXHIBIT B — Articles of Incorporation
- EXHIBIT C — Proportionate Interest in Common Area

CONDOMINIUM DECLARATION
FOR
FIRST CHAIR BUILDING

THIS CONDOMINIUM DECLARATION FOR FIRST CHAIR BUILDING (this “**Declaration**”) is made effective as of _____, 2024 (the “**Effective Date**”), by 131 E Sun Valley Rd. LLC, an Idaho limited liability company (“**Grantor**”). Capitalized terms not otherwise defined in the text of this Declaration are defined in Section 3.

SECTION 1 RECITALS

1.1 Property Covered. Grantor is the owner of that certain real property located in Ketchum, Blaine County, Idaho, legally described on Exhibit A attached hereto and incorporated herein by this reference (the “**Property**”), as shown on the final plat for First Chair Building, recorded in the real property records of Blaine County, Idaho, on _____, 2024, as Instrument No. _____, (the “**Plat**”).

1.2 Commercial, Retail, and Office Use. Grantor intends to develop the Property with a commercial, retail, and office condominium building (the “**Building**”) in accordance with the Plat, this Declaration, and the development approvals now or hereinafter obtained from the City of Ketchum and other governing authorities. The Property, together with the Building and every other building, improvement, or structure thereon, and every easement or right appurtenant thereto, is referred to in this Declaration as the “**Project**.”

1.3 Purpose. The purpose of this Declaration is to provide for condominium ownership of the Project pursuant to Condominium Act, to designate Common Area and Limited Common Area, and to create the Association as the management body to administer the Project pursuant to the Condominium Act, and to set forth the restrictions, covenants, limitations, easements, conditions, and equitable servitudes that apply to and are unique to the Project and this condominium ownership regime (collectively “**Restrictions**”).

SECTION 2 DECLARATION

Grantor hereby declares that the Project and every Condominium and portion thereof is and shall be held, sold, conveyed, encumbered, hypothecated, leased, used, occupied, and improved in accordance with and subject to the provisions of this Declaration, each and all of which are hereby declared to be in furtherance of a general plan: (a) for the creation, maintenance, and sale of an ownership in fee simple of separate interests in Units and for co-ownership with others, as tenants-in-common, of Common Area and Limited Common Area, all pursuant to the Condominium Act; and (b) to protect, enhance, and preserve the value, amenities, desirability, and attractiveness of the Project and to ensure a well-integrated, high quality commercial, retail, and office condominium development. This Declaration shall: (i) run with the land and shall be binding upon any Person having or acquiring any right, title, or interest in the Project and every Condominium and portion thereof; (ii) inure to the benefit of the Project and every portion thereof; and (iii) inure to the benefit of and be binding upon Grantor and each Owner having or holding

any right, title, or interest in any Unit or portion of the Project, and their successors, heirs, and assigns.

SECTION 3 ADDITIONAL DEFINITIONS

“**Applicable Laws**” means all applicable federal, state, and local laws, rules, regulations, ordinances, and orders relating to the use, occupancy, and/or ownership of the Project or any portion thereof.

“**Articles**” mean the Articles of Incorporation of the Association, a true, correct, and certified copy of which is attached hereto as Exhibit B and incorporated herein by this reference, as the same may be amended from time to time in accordance with the provisions thereof; provided, however, in order to be effective such amendment must reference this Declaration, as amended, and be recorded in the real property records of Blaine County, Idaho.

“**Assessments**” mean the Regular Assessments, Special Assessments, and Limited Assessments, together with any late payment charges, interest, administrative fees, and costs (including without limitation attorneys’ fees) incurred in collecting the same.

“**Association**” means First Chair Owners Association, Inc., an Idaho nonprofit corporation, its successors and assigns.

“**Association Rules**” means the rules and regulations relating to the Project that may be adopted, amended, or repealed from time to time by the Board, as more particularly described in Section 8.7.3 hereof.

“**Board**” means the board of directors of the Association.

“**Bylaws**” mean the bylaws of the Association, as the same maybe amended from time to time in accordance with the provisions thereof.

“**Common Area**” means: (a) all portions of the Project other than the Units, including all Limited Common Area; (b) all leases, licenses, use rights, or agreement rights for amenities or facilities owned or held by or for the benefit of the Association from time-to-time; and (c) any personal property owned or held by or for the benefit of the Association from time to time. Common Area may be established from time to time by Grantor or the Association on any portion of the Project by describing such area on the Plat, by granting or reserving it in a deed or other instrument, or by designating it as such in this Declaration. In addition, the Association may acquire any Common Area it deems necessary or beneficial to the Project.

“**Condominium**” means a separate ownership interest in a Unit together with an undivided tenant-in-common interest in the Common Area (expressed as percentages of the entire ownership interest in the Common Area), as set forth on Exhibit C attached hereto and incorporated herein by this reference.

“**Condominium Act**” means the Condominium Property Act of the State of Idaho, Idaho Code Section 55-1501 *et seq.*, as may be amended from time to time.

“Condominium Documents” means this Declaration, the Plat, the Articles, the Bylaws, the Association Rules, the Management Agreement, the Owner Maintenance Manual, and any other procedures, rules, regulations, or policies adopted under such documents by the Board, as the same may be amended from time to time according to their terms.

“Garage” means that portion of the Common Area identified as the “Garage” on the Plat.

“Limited Assessment” means a charge against a particular Owner for an expense directly attributable to such Owner, equal to the cost incurred or estimated to be incurred by the Association in connection with corrective action or maintenance, repair, replacement and operation activities performed pursuant to the provisions of this Declaration, including damage to or maintenance, repair, replacement and operation activities performed for any Common Area or the failure of an Owner to keep the Owner’s Condominium in proper repair, and including interest thereon as provided in this Declaration or for any goods or services provided by the Association benefiting less than all Owners, as more particularly described in Section 9.5 herein.

“Limited Common Area” means those portions of the Common Area designated for the exclusive use of an Owner or Owners to the exclusion, limitation, or restriction of other Owners. Limited Common Area may be established from time to time by Grantor or the Association on any portion of the Project by describing such area on the Plat, by granting or reserving it in a deed or other document or instrument, or by designating it as such in this Declaration. The term Common Area as used in this Declaration shall include Limited Common Area.

“Management Agreement” means any agreement and all amendments thereto entered into by the Association and the Management Company, providing for the management, maintenance, and operation of the Project, including, without limitation the Common Area, by the Management Company.

“Management Company” means the Person hired by the Association to manage the Project on the terms and conditions set forth in a Management Agreement.

“Mortgage” means any mortgage, deed of trust, or other security instrument by which a Condominium or any part thereof is encumbered.

“Mortgagee” means any Person or any successor to the interest of such Person named as the mortgagee, trust beneficiary, or creditor pursuant to any Mortgage under which the interest of an Owner’s interest in its Condominium, or successor to the interest of such Owner, is encumbered.

“Occupant” means any Person, other than an Owner, that occupies a Unit, including, without limitation, guests and Tenants.

“Owner” means the record owner, whether one or more Persons, holding fee simple title to a Unit, excluding Mortgagees, unless and until such Mortgagee has acquired fee simple title pursuant to foreclosure or other proceedings or obtains a deed to such Unit in lieu of such foreclosure or other proceedings.

“Patio” means each of Limited Common Unit 2, Limited Common Unit 3, Limited Common Unit 4, and Limited Common Unit 5 identified on the Plat, and includes the railings or

fences thereon. Grantor hereby designates each Patio as Limited Common Area appurtenant to, and for the exclusive use of, the Unit with the corresponding Unit number (e.g. Limited Common Unit 2 is Limited Common Area for the exclusive use of Unit 2, Limited Common Unit 3 is Limited Common Area for the exclusive use of Unit 3, and so forth), to the exclusion of all others.

“**Person**” means an individual, corporation, trust, estate, partnership, limited liability company, association, joint venture, government, government subdivision or agency, and any other legal entity.

“**Regular Assessment**” means an assessment by the Association to provide for the payment of all estimated expenses growing out of or connected with the Project as a whole, as more particularly described in Section 9.3 herein.

“**Special Assessment**” means that portion of the costs of the capital improvements, replacements, equipment purchases and replacements, or shortages in Regular Assessments which are authorized to be paid to the Association pursuant to the provisions of this Declaration as more particularly described in Section 9.4 herein.

“**Tenant**” shall mean any Person uses or occupies or any part of a Condominium pursuant to a lease, sublease, rental agreement, license agreement, or any other form of agreement that permits such Person to use or occupy the Condominium.

“**Unit**” means the separate ownership interest component of a Condominium, as bounded by the unfinished interior surfaces of the perimeter: (a) walls; (b) floors; (c) ceilings; (d) windows (including window frames and window trim); and (e) doors (including door frames and door trim) of each Unit as shown the Plat, together with the airspace so encompassed. The Unit includes all of the following within the said boundaries of each Unit shown on the Plat: (i) all finishes and coverings on the interior surfaces of said perimeter walls, floors, ceilings, windows, and doors, including without limitation paneling, wood, tile, paint, paper, carpeting, and texturing; (ii) all fixtures, improvements, hardware, and appliances; and (iii) all heating and refrigerating elements or related equipment, utility lines and outlets, electrical and plumbing fixtures, pipes, and all other related equipment required to provide heating, air-conditioning, hot and cold water, electrical, and utility services located within and serving only the Unit. The following are not part of a Unit: (A) bearing walls; (B) structural columns; (C) floors; (D) roofs; (E) foundations; (F) elevator equipment and shafts; (G) central heating, central refrigeration and central air-conditioning equipment, reservoirs, tanks, pumps and other central services that serve more than one Unit, except the outlets thereof when located within the Unit; and (H) pipes, ducts, flues, chutes, conduits, wires and other utility installations that serve more than one Unit, except the outlets thereof when located within the Unit. Provided, however, that a Unit shall not include any of the structural components of the Building or utility or service lines located within a Unit that serve more than one Unit. There are five (5) Units at the Project: Unit 1, 2, 3, 4, and 5, as each are identified on the Plat.

SECTION 4 NATURE AND INCIDENTS OF CONDOMINIUM OWNERSHIP

4.1 Estates of an Owner of a Condominium. The Project is hereby divided into Condominiums, each consisting of a separate interest in a Unit and an undivided tenant-in-

common interest in the Common Area. The percentage of ownership interest in the Common Area which is to be allocated to each Condominium as a whole for purposes of Assessments, tax assessment under Section 55-1514 of the Condominium Act, and liability as provided by Section 55-1515 of the Condominium Act, is set forth on the attached Exhibit B.

4.2 Title. Title to a Condominium may be held or owned by any Person and in any manner in which title to any other real property may be held or owned in the State of Idaho.

4.3 No Further Division. No Owner may divide, adjust, combine, expand, or further condominiumize such Owner's Unit without the prior written approval of the Association, the City of Ketchum, and all other governing authorities whose approval is required, and all such divisions, adjustments, and further condominiumizations must comply with any condominium project amendment requirements of Blaine County, and otherwise comply with all Applicable Laws. Nothing contained herein shall prevent an Owner from demising separate tenant spaces within the Owner's Unit.

4.4 Inseparability of Condominiums. No part of a Condominium, or of the legal rights comprising ownership of a such Condominium may be separated from any other part thereof during the period of Condominium ownership prescribed herein, so that each Unit and the undivided interest in the Common Area appurtenant to such Unit shall always be conveyed, devised, encumbered, transferred, and otherwise affected only as a complete Condominium and shall not be transferred in any way resulting in the division of the Condominium. Every gift, devise, bequest, transfer, encumbrance, conveyance, or other disposition of the Condominium or any part thereof shall be presumed to be a gift, devise, bequest, transfer, encumbrance, or conveyance, respectively, of the entire Condominium together with all appurtenant rights created by law or this Declaration.

4.5 Partition of Common Area Not Permitted. The Common Area shall be owned in common by all of the Owners of Units, and no Owner may bring any action for partition thereof.

4.6 Taxes and Assessments. Each Owner shall execute such instruments and take such actions as may reasonably be specified by the Association to obtain separate real property tax assessments of the interest of each Owner in each Condominium. If any taxes of special districts or other assessments may, in the opinion of the Association, nevertheless, be a lien on the Property or any part thereof, the Association shall pay the same and assess the same to the responsible Owner or Owners. Each Owner shall pay the taxes and assessments assessed against such Owner's Condominium, or interest therein, and such Owner's interest in the Common Area, or any part of any or all of the foregoing. The Association reserves the right to protest any tax valuations or assessments by any taxing government agency and to pay for any costs associated with such protests. Each Owner agrees to reimburse the Association for any costs associated with such protests as related to that Owner's Unit.

4.7 Owner's Rights with Respect to Interiors. Each Owner shall have the exclusive right to maintain, finish, refinish, and decorate the interior surfaces of the walls, floors, ceilings, windows (including window frames and window trim), and doors (including door frames and door trim) forming and within the interior boundaries of the Owner's Unit, including but not limited to the installation of carpet or other floor coverings, paint or wallpaper, cabinets, and plumbing

and electrical fixtures subject to the terms and conditions of the Condominium Documents, including without limitation Section 7 of this Declaration.

SECTION 5 EASEMENTS

5.1 Easements for Encroachments. If any part of the Common Area encroaches or shall hereafter encroach upon a Unit or Units, an easement for such encroachment and for the maintenance of the same shall and does exist. If any part of a Unit encroaches or shall hereafter encroach upon the Common Area, or upon an adjoining Unit or Units, an easement for such encroachment and for the maintenance of the same shall and does exist. Such encroachments shall not be considered encumbrances on the Common Area or the Units. Encroachments referred to herein include, but are not limited to encroachments caused by settling, rising or shifting of the earth under the Building, or by changes in position caused by repair or reconstruction of the Building or any part thereof. Notwithstanding the foregoing, no Owner shall be entitled to deliberately and intentionally encroach on the Common Area without the prior written approval of the Board, or on any other Unit without the prior written consent of the other Unit Owner.

5.2 Easements of Access for Repair, Maintenance, and Emergencies. Portions of the Common Area and/or easement areas granted pursuant to this Declaration or any other Condominium Document, are or may be located within the Units or may be conveniently accessible only through the Units. The Owners have the irrevocable right, to be exercised by the Association as their agent, of access to each Unit and to all Common Area from time to time during such reasonable hours as may be necessary and established by the Board for the construction, installation, inspection, operation, maintenance, repair or replacement of any of the Common Area located therein or accessible therefrom, or the construction, installation, inspection, operation, maintenance, repair or replacement of any improvements and facilities located within the Common Area, or for making repairs, maintenance and emergencies therein necessary to prevent damage to the Common Area or to another Unit or Units or to correct a violation of any covenant, condition or restriction of the Declaration when, after reasonable efforts by the Association, the Owner fails to do so. The Association shall also have such right of access independent of any agency relationship. Damage to the interior of any part of a Unit or Units resulting from the construction, installation, inspection, operation, maintenance, repair, emergency repair or replacement of any of the Common Area or as a result of emergency repairs within another Unit at the insistence of the Association or of Owners shall be an expense of all of the Owners; provided, however, that if such damage is the result of the negligence of an Owner or such Owner's Occupants, invitees, or licensees, then such Owner shall be financially responsible for all of such damage. Such damage shall be repaired and the Unit shall be restored substantially to the same condition as existed prior to damage. Amounts owing by Owners pursuant hereto shall be collected by the Association as an Assessment pursuant to Section 9 herein.

5.3 Owner's Right to Ingress, Egress, and Support. Each Owner shall have the right to ingress and egress over, upon, and across the Common Area necessary for access to that Owner's Condominium, and shall have the right to the horizontal and lateral support of such Owner's Condominium, and such rights shall be appurtenant to and pass with the title to each Condominium. In exercising the rights granted in this Section, each Owner agrees to use reasonable efforts to avoid interference with the access to other Condominiums.

5.4 Association's Right to Use of Common Area. The Association shall have the right to make such use of the Common Area as may be necessary or appropriate to perform the duties and functions which it is obligated or permitted to perform pursuant to this Declaration or other Condominium Documents, including the right to grant utility easements, alter the Common Areas, and to construct and maintain maintenance and storage facilities in the Common Area for use by the Association.

5.5 Grantor's Right Incident to Construction. Grantor and Persons it shall select, shall have the express and unconditional right to ingress and egress over, upon and across the Project, including Common Area and all Units, the right to store materials thereon and to make other use thereof as may be reasonably necessary or incident to completion of development and construction of the Building and Units shown on the Plat or any amendment thereto and the completion of all Units for use and occupancy; provided, however, that no such rights shall be exercised by Grantor in such a way as to unreasonably interfere with the occupancy, use, enjoyment, or access to an Owner's Condominium by that Owner or such Owner's Occupants, invitees, or licensees.

5.6 Certain Easements Benefit City. The easements herein granted to an Owner for ingress and egress to and from such Owner's Condominium over, upon, and across the Common Area are hereby recognized to be a condition of platting the Property imposed by the City of Ketchum. Such easements shall not be dissolved or altered in any material way that would prevent their beneficial use for their intended purposes without the express written consent of the City of Ketchum.

5.7 Emergency Easement. A general easement is hereby granted to all police, sheriff, fire protection, ambulance, and all other similar emergency agencies or persons to enter upon all streets and property within the Project in the proper performance of their duties. The easement granted herein is recognized to be a condition of platting the Property imposed by the City of Ketchum. Such easement shall not be dissolved or altered in any material way that would prevent its beneficial use for its intended purpose without the written consent of the City of Ketchum.

The Owners expressly acknowledge that the Association and the Ketchum Fire Department shall each have one master key capable of accessing all doors connected to the common security system of the Building. The Owners expressly agree to notify the Association prior to re-keying any lock in the Building controlled by a common security or access system and agree to use a locksmith approved by the Board.

5.8 Recorded Easements. The Property, and all portions thereof, shall be subject to all easements shown on any recorded Plat affecting the Property, or any portion thereof, and to any other easements of record or of use, now existing or hereafter created, including without limitation any storm drainage easements, street light easements, sanitary sewer easements, or any other public utility easement shown on the Plat.

5.9 Easements for Annual Inspection. Any Person authorized by the Board shall have the right of access to all Units on an annual basis for the purpose of inspecting such Units for compliance with the terms and conditions of Condominium Documents.

5.10 Easements Deemed Created. All conveyances of Condominiums hereafter made, whether by the Grantor or otherwise, shall be construed to grant and reserve such reciprocal easements as shall give effect to Sections 5.1 through 5.9 above, even though no specific reference to such easements or to those Sections appear in any such conveyance.

SECTION 6 DESCRIPTION OF CONDOMINIUM

Every contract for the sale of a Condominium and every other instrument affecting title to such Condominium shall describe that Condominium by the Unit shown on the Plat with appropriate reference to the Plat and to this Declaration, as each appears on the records of Blaine County, Idaho, in the following manner:

Unit ___ as shown on the final plat of First Chair Building, recorded in the real property records of Blaine County, Idaho, on _____, 2024, as Instrument No. _____, (as may have been previously amended or supplemented), and as defined and described in that certain Condominium Declaration for First Chair Building recorded in the real property records of Blaine County, Idaho, on _____, 2024, as Instrument No. _____ (as may have been previously amended or supplemented).

Such description shall be construed to describe the separate ownership interest in the identified Unit, together with the appurtenant undivided tenant-in-common interest in the Common Area, and to incorporate all rights incident to ownership of a Condominium interest and all the limitations on such ownership as described in the Condominium Documents or any amendments or supplements thereto, whether or not so specified in the instrument.

SECTION 7 USE OF CONDOMINIUMS

7.1 Commercial, Retail, and Office Use. The Units shall be used exclusively for commercial, retail, and general office purposes and other uses incidental thereto as permitted by Applicable Law.

7.2 Leasing. Each Owner shall be entitled to lease its Condominium. An Owner who leases a Condominium shall be fully responsible for the acts and omissions of, and damage caused by, such Owner's Tenant as if such Tenant were the Owner. Any Owner who leases a Condominium shall comply with all Applicable Laws. Each such lease shall be in writing and shall provide that the terms and conditions thereof shall be subject in all respects to this Declaration and the Association Rules, and that any failure by the Tenant to comply with the terms of such documents shall be a default under the lease. The Association Rules may provide for fines against an Owner if the Tenants of such Owner's Condominium excessively loud or otherwise disruptive.

7.3 Obstructions of Common Area. Except to the extent installed or placed by Grantor or the Association, there shall be no obstruction of the Common Area, nor shall anything be stored on any part of the Common Area, without the prior written consent of the Board. Nothing shall be altered on, planted in, constructed on, or removed from the Common Area except upon the prior written consent of the Board.

7.4 Maintenance of Interiors and Limited Common Area. Each Owner shall keep such Owner's Unit, including, without limitation, interior walls, windows, floors, ceilings, windows, doors, and permanent fixtures and appurtenances thereto, in a clean, sanitary, and attractive condition, and good state of operating condition and repair and shall keep the heating and air conditioning equipment, water heater, and other utility systems and related devices exclusively serving the Owner's Unit in a good state of operating condition and repair and free from any odor and/or mold. Each Owner shall keep the Limited Common Area designated for the exclusive use of such Owner in a clean, sanitary, and attractive condition, and good state of operating condition and repair, including removal of snow and ice on such Limited Common Area. Each Owner shall notify the Association of any unsafe condition existing in, on, or around the Limited Common Area. In addition, nothing unsightly, in the reasonable opinion of the Board, shall be kept on any exterior Limited Common Area (including without limitation all Patios). If Grantor has caused to be prepared and delivered to the Owners a preventative maintenance manual containing minimum maintenance or other standards applicable to the individual Units and/or the Limited Common Area appurtenant thereto (an "**Owner Maintenance Manual**"), then each Owner shall cause the Units and Limited Common Areas owned by such Owner to be maintained in accordance with the requirements set forth in the Owner Maintenance Manual. The requirements set forth in the Owner Maintenance Manual are in addition to the requirements of any warranty or other operating guidelines and instructions.

7.5 Prohibition of Damage and Certain Activities.

7.5.1 No damage to, or waste of, any Unit or the Common Area or any part thereof shall be committed by any Owner or such Owner's Tenants, Occupants, invitees, or licensees, and each Owner shall indemnify and hold the Association and the other Owners harmless against all loss resulting from any such damage or waste caused by such Owner or such Owner's Tenants, Occupants, invitees, or licensees.

7.5.2 No rubbish or debris of any kind shall be placed or permitted to accumulate anywhere upon the Project or any portion thereof, except in such containers and other areas designated for such purpose by Grantor or the Board, and no odor shall be permitted to arise from any portion of the Project so as to render, in the reasonable opinion of the Board, the Project or any portion thereof unsanitary, offensive, or detrimental to the Project, or to any other property in the vicinity of the Project. No exterior fires and no obstructions of pedestrian walkways shall be permitted to exist at the Project. No noxious, destructive or offensive activity shall be carried on in any Unit or in the Common Area or any part thereof and nothing shall be done therein which may be or may become an annoyance or nuisance, in the reasonable discretion of the Board, to any other Owner or to any person at any time lawfully working in a Unit. Without limiting the generality of any of the foregoing, no whistles, bells or other sound devices (other than security devices which have been approved by the Board), flashing lights or search lights, shall be located, used or placed on the Common Area or in a Unit, if such placement of such item in a Unit will unreasonably bother or constitute a nuisance to others. No unsightly articles shall be permitted to remain on any Condominium so as to be visible from any other portion of the Project. Without limiting the generality of the foregoing, refuse, garbage, trash, equipment, gas canisters, propane gas tanks, barbecue equipment, heat pumps, compressors, and containers shall be kept in such containers and other areas designated for such purpose by Grantor or the Board. No clothing or fabric shall be hung, dried, or aired in such a way as to be visible from the exterior of the Unit it

in which it is hung, dried, or aired. Window air-conditioning units are not allowed. Windows shall be covered only by drapes, shades or shutters that are not loud or excessively bright in color, and shall not be painted or covered by foil, cardboard, sheets or similar materials.

7.5.3 Owners shall not use or suffer or permit any Person or Persons to use any Condominium or any part thereof for any use or purpose in violation of Applicable Law.

7.5.4 Owners shall not use or suffer or permit any Person or Persons to use any Condominium or any portion thereof, for any use or purpose in violation of any of the terms and conditions of this Declaration or other Condominium Documents.

7.5.5 Except as allowed by Association Rules or by prior written approval of the Board, Owners shall not display or sell merchandise or allow carts, portable signs, devices or any other objects to be stored or to remain outside the defined exterior walls and permanent doorways of the Units. Owners further agree not to install any exterior lighting, shades or awnings, amplifiers or similar devices for use in or about the Building which may be heard or seen outside the Unit, such as flyers, flashing lights, searchlights, loudspeakers, phonographs or radio broadcasts, or make any changes to the facade of the Building or operate any customer service windows without Board's prior written consent. Owners shall not conduct or permit to be conducted any sale by auction in, upon or from the Units, whether said auction be voluntary, involuntary, pursuant to any assignment for the payment of creditors or pursuant to any bankruptcy or other solvency proceeding.

7.5.6 Owners shall not do or permit anything to be done in or about any Unit or in the Common area, nor bring or keep anything therein, which will in any way result in the cancellation of or increase in the rate of the insurance on the Project or any part thereof over what the Association, but for such activity, would pay, without the prior written consent of the Board or which would be in violation of Applicable Law. Any Owner taking or permitting any such action, which has been approved by the Board and results in an increased rate of insurance on the Project or any part thereof, shall be solely responsible for the payment of the resulting difference in such increased premium.

7.5.7 Owners shall not do or permit anything to be done in or about the Unit or Common Area which will in any way obstruct or interfere with the rights of other Owners or Occupants in the Building, create undue noise and disruption, or injure or annoy them or use or allow the Unit to be used for an unlawful or objectionable purpose, nor shall Owner cause, maintain or permit any nuisance in, on, or about the Building.

7.5.8 Owners will not use or suffer or permit any Person or Persons to use the Units, the Project, or any part thereof for the following purposes: (a) central laundry, dry cleaning plant or laundromat; (b) automobile, truck, trailer or recreational vehicle sales, leasing, display or body shop repair operation; (c) pawn shop; (d) any kind of residential use, including, without limitation, living quarters, sleeping apartments or lodging; (e) boarding of pets; (f) mortuary, crematorium or funeral home; (g) selling or exhibiting drug-related paraphernalia; (h) tattoo parlor; (i) flea market; (j) any massage parlor, adult book shop, movie house or other establishment selling, renting, displaying or exhibiting pornographic materials or other pornographic use; and (k) any

use in violation of any federal, state or local statute, rule, ordinance, regulation, permit or other validly imposed requirement of any governmental body.

7.6 No Hazardous Activities. No activities shall be conducted at the Project which are or might be unsafe or hazardous to any Person or property, as reasonably determined by the Board. Such prohibition includes, without limitation, the discharge of firearms and participation in archery activities, and the use of any outdoor wood burning devices.

7.7 Over the Air Reception Devices. All Owners who desire to use any device or antenna to receive over the air transmissions shall be required to use one Grantor or the Association may install one common antenna or other device to receive over the air transmissions, which antenna or device shall be located on the Project in a location designated and approved by the Grantor or the Board (a “**Common Antenna**”). In event a Common Antenna is installed, all Owners who desire to use any antenna or device to receive over the air transmissions shall be required to use the Common Antenna, subject to reasonable restrictions related thereto established by the Board. Notwithstanding the foregoing, no portion of this restriction shall apply to the extent that it conflicts with any Applicable Law governing such antenna or devices. Those Owners using the Common Antenna shall share the costs and expenses associated therewith in the manner reasonably determined by the Board.

In the event a Common Antenna has not been installed, Owners shall be permitted to install small satellite dishes or other devices within the service well on the roof of the Building for cable services using the electrical conduit system located in the core of the Building, subject to the prior written approval of the Board. In the event that a satellite dish or other device is approved by the Board, it (and any related equipment) must be installed and/or screened in the manner approved by the Board.

7.8 Energy Devices, Outside. No energy production devices or generators of any kind (including without limitation solar energy devices and windmills), shall be constructed or maintained on or in any portion of the Common Area without the prior written approval of the Board. In the event that the addition or use of such a device is approved by the Board, it (and any related equipment) must be installed and/or screened in the manner approved by the Board.

7.9 Signs. No more than one (1) sign will be allowed to be displayed on or within a Unit or the Patio appurtenant thereto at the same time to advertise the Unit for sale, and all such signs shall be removed within fifteen (15) days after occupancy. Directional and open house signs may be used during open house time period only. No sign of any kind will be displayed to the public view more than six (6) square feet in size. Except as set forth above, no signs of any kind, including, without limitation, decorations, banners, holiday signs, or political or commercial signs, shall be displayed on or from any portion of the Project except as approved by the Board in its reasonable direction. Notwithstanding the foregoing, no portion of this restriction shall apply to the extent that it conflicts with any Applicable Law governing signs.

7.10 Window Treatments. Subject to Section 7.20, no window or glass tinting or coverings shall be permitted, including any appliques, decals, or other materials, that would be visible from the exterior of any Unit, or that would otherwise in any manner change the exterior appearance of any glass or window in terms of color, reflectivity, tint, or appearance, except as

otherwise may be permitted by the Board. In the event replacement of any glass pane constituting Common Area shall become necessary, such glass shall be replaced by the Association; provided, however, an Owner may be required to pay for such replacement pursuant to Section 9.5. This paragraph shall be interpreted in such manner as to favor and facilitate a uniform appearance of the Project from the exterior thereof. Subject to the Association Rules, acceptable window coverings are vertical blinds, mini-blinds, draperies, curtains, shutters and other such items. Items including, but not limited to aluminum foil, newspaper, sheets, cardboard, reflective tint, paint, etc. are not permitted to be used as window covering.

7.11 Appliances. No appliances shall be installed or maintained in a Unit that are inconsistent in terms of energy source or energy usage from those utility lines and hookups initially installed or made available by Grantor with respect to a Unit. By way of illustration, but not of limitation, if and to the extent that the Unit was originally equipped with a gas utility hookup for clothes dryers, stoves, ovens, or other appliances, no modifications shall be permitted for the installation of electricity powered clothes dryers, stoves, ovens or other appliances, unless electricity powered clothes dryers, stoves, ovens or other appliances were originally available for use and operation in the Unit and can be installed with minimal disruption to Common Areas. Likewise, if the Unit was originally equipped and/or designed for any electrical appliances, no modifications shall be permitted for the installation of gas-powered appliances, unless gas powered appliances were originally available for use and operation in the Unit and can be installed with minimal disruption to Common Areas. The Board reserves the right to designate specific Association Rules pertaining to the minimum design and performance characteristics of appliances to be installed in the Units. All installation and use of any appliances shall comply with and not violate the terms of any warranty guidelines or manufacturers' guidelines or recommendations.

7.12 Construction and Structural Alterations. An Owner may make improvements or alterations to the interior of the Owner's Unit and the Limited Common Area appurtenant to such Unit, provided that such improvements or alterations: (a) do not impair the structural integrity, mechanical systems or Common Area of the Project; (b) are not to walls, doors, windows, or other portions of the Project that are visible from the outside of the Unit; and (c) do not otherwise penetrate any Common Area. To the extent an Owner desires to make an improvement or alteration in violation of any portion of the foregoing, such Owner shall first obtain the prior written consent of the Board, which consent shall not be unreasonably withheld or delayed. All improvements and alterations constructed pursuant to the terms of this Section 7.13 shall comply with all Applicable Laws.

7.13 Sewer System Restrictions. No Owner or other Person shall deposit any glass, metal, seafood shells, diapers, clothing, rags, plastic, sanitary napkins, tampons, flammable material, oil, gas, grease, chemicals or other objects or materials other than natural human waste and generally accepted household cleaners into the sewer system either directly or through any Owner's waste disposal unit(s). The cost of any and all damage sustained by the sewer system caused by an Owner's deposit in the sewer system of any of the items listed above shall be the sole responsibility of said Owner.

7.14 Patio Restrictions. Patios shall not be used for storage purposes, including for the storage of pets, pet equipment, bicycles, boxes, storage sheds, and so forth, except that patio furniture shall be permitted on Patio in accordance with this Section. Any item to be stored shall

be stored and maintained either wholly within the interior of the Owner's Unit or in such other designated by the Board, if any. Any plants or similar items kept on a Patio shall be in accordance with the approved plant list or otherwise subject to approval by the Board, shall be watered and maintained in good condition, and dead plants, leaves, and other items shall be promptly removed and discarded. No over-watering of any plants located on a Patio (i.e., of such a nature to cause water run-off) shall be permitted. Patio furniture as approved by the Board or that otherwise complies with the Association Rules shall be permitted on the Patios. Patios shall be kept in a clean and orderly fashion. Owners shall not hang any items from the Patios or the railings thereon, and Owners shall not place any temporary lighting, whether electric, battery-operated, solar, or otherwise, on such Owner's Patio. No shelving, storage devices or apparatuses, or other improvements or alterations shall be permanently affixed to any Patio, except upon the prior written approval of the Board.

7.15 Garage Restrictions. The Common Area parking garage shall be used only for the parking of vehicles that fit inside the garage and are able to park within the marked parking stalls located therein. The Board has the right to make rules and regulations in connection with the number and location of parking spaces available for use by the Owners, including, without limitation, the right to allocate parking spaces for use by the Owners on a rotational basis.

7.16 No Smoking. The Project is hereby designated as "smoke free," and no smoking of any kind is allowed at the Project. Notwithstanding the foregoing, the Board may from time to time designate certain outdoor areas of the Project as "Permitted Smoking Areas," in which event smoking shall be allowed only in such designated areas. Neither Grantor nor the Association guarantees a smoke free environment at the Project or any portion thereof.

7.17 Animals/Pets. No animals, livestock, or poultry of any kind shall be raised, bred, kept, or allowed to remain on or in any portion of the Project; provided, however, that up to two (2) domesticated dogs are permitted in a Unit so long as the owners thereof are present at all times the dogs are present, the dogs are not in the Unit for a commercial purpose, and the dogs are restrained and controlled at all times. Any such dog which, in the reasonable opinion of the Board, is vicious or excessively noisy, or which damages or destroys property shall be deemed a nuisance and shall be removed from the Project upon written request of the Board. Any "excessively noisy" dog is any dog that habitually or frequently disturbs the peace or quiet of any Occupant. Any costs incurred by the Association in responding to complaints about dogs may be levied as a Limited Assessment against the Owner of Unit in which the offending dog is located. The owner of the Unit, as well as the owner of the dog, shall be jointly and severally liable for any damage and destruction caused by the dog, and for any clean-up of any portion of the Project necessitated by the dog.

7.18 Assistance Animals. Notwithstanding anything to the contrary contained in Section 7.18 hereof, assistance animals are welcome in the Project in accordance with the Fair Housing Act (42 U.S.C. § 3601 *et seq.*, as amended) and the implementing regulations promulgated thereunder. An assistance animal shall be as defined in the Fair Housing Act, which is currently any animal needed by a disabled individual to have an equal opportunity to use and enjoy a dwelling. Examples of assistance animals are guide animals, animals that alert people who are deaf, animals that pull a wheelchair, animals that alert and protect a guest who is having a seizure, animals that remind an individual with mental illness to take prescribed medications,

animals that calm an individual with Post Traumatic Stress Disorder (PTSD) during an anxiety attack and animals that provide comfort or emotional support. Assistance animals in training are to be treated as assistance animals, even if the handler is not disabled. An assistance animal need not be licensed or certified by any government. Individuals with assistance animals shall not be treated less favorably than other Occupants or charged fees that are not charged to other Occupants without animals. The Association shall have the right, to the extent permitted under the Fair Housing Act, to prohibit or restrict any assistance animal that: (a) is out of control and the handler does not take effective action to control it; or (b) the animal's behavior poses a threat to the health or safety of others. The Owner of the Unit where an assistance animal is kept, as well as the legal owner of the assistance animal (if not such Owner), shall be jointly and severally liable for any and all damage and destruction caused by the assistance animal, and for any clean-up of any portion of the Project necessitated by such assistance animal.

7.19 Signage. Each Owner shall have the right to erect identification sign(s) or similar signage identifying the business or names of the individuals conducting business in the Unit on or within the Owner's Unit, except that any sign(s) or signage constructed in or on a Unit (including on windows) which are visible from any Common Area must be approved by the Association in writing prior to erecting such identification sign(s) or signage, such approval not to be unreasonably withheld, conditioned, or delayed. Except as otherwise approved in writing by the Association, no signage shall be affixed to or allowed on the exterior of the Building.

7.20 Right to Enjoy and Use Units. Each Owner shall be entitled to use and enjoy the Owner's Unit for its intended purpose and nothing herein is intended to impose or grant the authority to impose any restrictions, limitations or prohibitions which would deprive an Owner of the reasonable use and enjoyment of the Owner's Unit. Notwithstanding the foregoing, no Owner shall be entitled to use the Owner's Unit for any uses not allowed under the Ketchum Municipal Code or otherwise limited by this Declaration or any other Condominium Documents.

SECTION 8 FIRST CHAIR OWNERS ASSOCIATION

8.1 Creation and Designation of Association. Grantor has incorporated the Association as a nonprofit corporation under the laws of the State of Idaho, and Grantor hereby designates the Association as the "management body" of the Project in accordance with the Condominium Act. The Association is charged with the duties and vested with the powers prescribed by law and set forth in its Articles, Bylaws, this Declaration (as it relates to the Association's management of the Project), and the other Condominium Documents, as each may be amended and/or supplemented from time to time according to their respective terms. Neither the Articles nor the Bylaws shall, for any reason, be amended or otherwise changed or interpreted so as to conflict with this Declaration.

8.2 Membership and Voting. "Member" means each Person holding a membership in the Association, including Grantor. Every Owner of a Condominium is a Member of the Association and has one (1) membership for each Condominium in the Project owned by such Owner. If the Owner of the a Condominium shall be more than one (1) Person, all such Persons shall have a membership in the Association and be deemed Members, but the voting rights in the Association attributable to that Condominium may not be split and shall be exercised by one (1) representative selected by such Persons as they, among themselves, may determine. In the event

such Persons are unable to agree among themselves on any matter put to a vote as to how the vote shall be cast, such Persons shall not be entitled to vote on the matter in question. If only one such Person casts a vote, it will thereafter be conclusively presumed for all purposes that such Person was acting with the authority and consent of all other co-Owners of such Condominium. To this end, only one (1) vote is allocated to each Condominium, regardless of the number of Persons that hold an ownership interest in such Condominium. Memberships in the Association shall be appurtenant to the Condominium owned by such Owner. The memberships in the Association shall not be transferred, pledged, assigned or alienated in any way except upon the transfer of Owner's title to a Condominium and then only to the transferee of such title. Any attempt to make a prohibited membership transfer shall be void and will not be reflected on the books of the Association. The Association shall have two (2) classes of membership as follows:

8.2.1 Class A Members. “**Class A Members**” shall be the Owners of the Condominiums, with the exception of the Grantor for so long as the Class B Member exists. Upon the Class B Member Termination Date (defined below), at all meetings of the Association each Member will be entitled to one (1) vote for each Condominium owned by such Member. Prior to the Class B Termination Date, Class A Members are not entitled to vote.

8.2.2 Class B Member. The “**Class B Member**” is Grantor, who shall be the sole voting Member of the Association entitled to vote the collective voting power of the Association from the period commencing on the Effective Date and expiring on the Class B Member Termination Date (the “**Initial Development Period**”). The Class B Member shall cease to exist upon the earlier to occur of the following: (a) Grantor no longer owns any Condominiums within the Project; or (b) Grantor informs the Board, in a writing recorded in the real property records of Blaine County, Idaho, that Grantor no longer wishes to exercise its rights as the Class B Member (as applicable, the “**Class B Member Termination Date**”).

8.3 Member Meetings. The Association shall hold an annual meeting of the members and periodic special meetings of the members as set forth in the Condominium Documents. Subject to Sections 8.2.1 and 8.2.2, each Member shall be entitled to one (1) vote as a Member in the Association for each Condominium owned by such Member.

8.4 Proxies. A membership in the Association shall be appurtenant to and inseparable from the Condominium owned by such Member. A membership in the Association shall not be assigned, transferred, pledged, or alienated in any way except: (a) that an Owner may give a proxy pursuant to the Bylaws; and (b) upon the transfer of title to the Condominium and then only to the transferee of title to said Condominium. Any attempt to make a prohibited transfer of a membership shall be void and shall not be reflected on the books of the Association. Provided, however, that the rights of membership may be assigned to a Mortgagee as further security for a loan secured by a lien on a Condominium or to any Person that has assumed by contract, or otherwise, liability for paying Assessments of any Owner.

8.5 Board of Directors. The business and affairs of the Association are managed by the Board. The Board will consist of not less than three (3) directors and no more than five (5) directors. Directors need not be Owners. During the Initial Development Period, Grantor has the exclusive right to appoint, remove, and replace directors at any time and from time-to-time in Grantor's sole discretion, and to otherwise fill vacancies on the Board as they arise. After the

Initial Development Period, the Owners have the right to elect and remove directors as provided in the Bylaws. After the Initial Development Period, any vacancy on the Board shall be filled by a plurality of the votes cast by the remaining Directors through a special election at any meeting of the Board.

8.6 Delegation of Authority. The Board may at any time and from time-to-time delegate all or any portion of its powers and duties to committees, officers, employees, or to any Person to act as manager, including the Management Company.

8.7 Powers of the Association. The Association shall have all the powers of a nonprofit corporation incorporated under the laws of the State of Idaho and all of the powers and duties set forth in the Condominium Documents, including the power to perform any and all acts which may be necessary to, proper for, or incidental to the foregoing powers. The powers of the Association include, by way of illustration and not limitation:

8.7.1 Assessments. The power and authority to levy Assessments on the Owners of Condominiums and to enforce payment of such Assessments, including the power and authority to establish and fund via Assessments such operating and capital reserves as the Board deems necessary or prudent.

8.7.2 Right of Enforcement. The power and authority at any time and from time-to-time, on its own behalf or on behalf of any consenting Owners, to take any action, including any legal action, to prevent, restrain, enjoin, enforce, or remedy any breach or threatened breach of the Condominium Documents. The power of enforcement includes:

8.7.2.1 The right to remove, alter, rebuild, or restore any improvements constructed, reconstructed, refinished, added, altered, or maintained in violation of the Condominium Documents. If such improvements are located in a Unit, the Board must first provide the Owner thereof with a notice specifying the default and a reasonable period (no less than ten (10) days and not to exceed thirty (30) days) to cure, and the Owner of the improvements must immediately reimburse the Association for all expenses incurred with such removal.

8.7.2.2 The right to enforce the obligations of the Owners to pay each and every Assessment or charge provided for in the Condominium Documents.

8.7.2.3 The right to perform any duty or obligation of an Owner under the Condominium Documents if such duty or obligation is not timely performed by such Owner. In such event, the defaulting Owner must immediately reimburse the Association for all costs reasonably incurred by the Association in performing such duty or obligation. Except in the event of an emergency, the Association must provide the defaulting Owner with a notice specifying the default and a reasonable period (no less than ten (10) days and not to exceed thirty (30) days) to cure prior to exercising its power and authority hereunder.

8.7.2.4 The right to authorize variances from the requirements of this Declaration when required by applicable law (such as the Fair Housing Act) or when needed to prevent the requirements would impose an undue hardship on an Owner that would be inequitable for such Owner to bear. The granting of a variance does not waive any element of the Declaration for any purpose except as to the particular Condominium and the particular provision covered by

the variance. Approval of a variance does not affect the Owner's obligation to comply with the other elements of this Declaration or Applicable Law.

8.7.3 Association Rules. The power and authority to adopt, amend, and repeal the Association Rules as the Board deems reasonable and appropriate to govern the Project, including rules and regulations regarding: (a) the use of the Common Area; (b) imposition of fines for violations of the Condominium Documents (subject to applicable law, such as Idaho Code § 55-115); and (c) procedures in the conduct of business and affairs of the Association. Except when inconsistent with this Declaration, the Association Rules have the same force and effect as if they were set forth in and were made a part of this Declaration. A copy of the Association Rules as they may from time to time be adopted, amended or repealed, shall be mailed or otherwise delivered to each Owner.

8.7.4 Emergency Powers. The power and authority to enter upon any Unit as necessary in connection with any maintenance or construction for which it is responsible, or when necessitated by violation of the Declaration or other Condominium Documents, or in the event of any emergency involving potential danger to life or property and the power to take corrective action. Such entry shall be made with as little inconvenience to the Owners as practicable and any damage caused thereby shall be repaired by the Association, except as otherwise provided herein. Owners acknowledge that the Ketchum Fire Department and the Association shall have a master key to all locks in the Project. Owners further agree to notify the Board and employ a locksmith approved by the Board before any locks may be changed to preserve the system.

8.7.5 Common Area. The power and authority to manage, operate, maintain, repair, and replace the Common Area for the benefit of the Project and the Owners, and the power and authority to construct, install, maintain, repair, replace, and operate any improvements in the Common Area, any public right-of-way serving the Project or any other location deemed by the Board to benefit the Project, including any fences, signs or other improvements at Project entrances or otherwise in the vicinity of the Project, and any berms, retaining walls, fences, and other amenities within or abutting any Common Area.

8.7.6 Licenses, Easements and Rights-of-Way. The power to grant and convey to any third party such licenses, easements and rights-of-way in, on or under the Common Area as may be necessary or appropriate for the orderly maintenance, preservation and enjoyment of the Project, and/or for the preservation of health, safety, convenience and welfare of the Owners. The foregoing power includes, without limitation, the power to grant and convey to such third parties licenses, easements, and rights-of-way for the purpose of constructing, erecting, operating, or maintaining any of the following:

8.7.6.1 Lines, cables, wires, conduits, or other devices for the transmission of electricity, heating, power, telephone, television and data, other utility services and, meters and other facilities associated with the foregoing;

8.7.6.2 Sewers, storm drains, water drains and pipes, water systems, sprinkling systems, water, heating and gas lines or pipes; and

8.7.6.3 Cross parking easements, sidewalk abutments, drive lanes, parking areas, curb cuts, landscaping abutting common areas, public and private streets or land conveyed for any public or quasi-public purpose.

8.7.7 Property for Common Use. The power and authority to acquire and hold for the use and benefit of all of the Owners, or for the benefit of only those Owners within a particular Condominium, tangible and intangible personal property and real property and may dispose of the same by sale or otherwise, and the beneficial interest in any such property shall be deemed to be owned by the Owners in the same proportion as their respective interest in the Common Area.

8.7.8 Amenity Agreements. The power and authority to enter into any lease, license, use, or other agreement as the Board deems proper or convenient to secure the use of off-site amenities or facilities for the benefit of the Project. Without limiting the generality of the foregoing, and only by way of example, the Association may enter into such agreements with others for the use of any recreational amenities or facilities, including clubhouses and swimming pools, by the Owners on such terms as the Association deems reasonable or prudent.

8.7.9 Inspection. The power and authority to enter a Unit for the purpose of conducting regular maintenance inspections.

8.7.10 Taxes. The power and authority to pay all real and personal property taxes and assessments (if any) levied against the Common Area, the Association, and any other property owned by the Association. In addition, the Association must pay all taxes, including income, revenue, corporate, or other taxes (if any) levied against the Association.

8.7.11 Entitlement Obligations. The power and authority to fulfill any duties imposed by any governmental or other quasi-governmental agencies as part of the entitlements for the development of Project, including any requirements or obligations identified in such entitlements as the responsibility of the community association or owners' association or management body, such as plat notes, development agreements, or conditions of approval.

8.7.12 Financing. The power and authority to enter into any agreements necessary or convenient to allow Owners to take full advantage of, or secure the full availability of, any financing programs offered or supported by the Federal National Mortgage Association (FNMA), the Government National Mortgage Association (GNMA), the Federal Housing Administration (FHA), the Veterans Administration (VA), the Federal Home Loan Mortgage Corporation (FHLMC) or any similar entity.

8.7.13 Estoppel Certificates. The power and authority to execute a written statement stating: (a) whether or not, to the knowledge of the Association, a particular Owner or Owner's Condominium is in default of this Declaration or other Condominium Documents; (b) the dates to which any Assessments have been paid by a particular Owner; and (c) such other matters as the Board deems reasonable. Any such certificate may be relied upon by a bona-fide prospective purchaser or Mortgagee of such Owner's Condominium, but only to the extent such prospective purchaser or Mortgagee has no knowledge to the contrary. The Association may charge a reasonable fee for such statements.

8.7.14 Improvements in Public Right-of-Way. The power and authority to enter into license and easement agreements with the City of Ketchum (or assume the duties and obligations under any such license agreement entered into by Grantor) to install, maintain, improve, irrigate, trim, repair, and replace improvements and landscaping in the public rights-of-way (including sidewalk easements and planter strips).

8.7.15 Implied Rights. Notwithstanding the foregoing, the Association may exercise any other right or privilege given to it expressly by this Declaration or by Applicable Law, and every other right or privilege reasonable to be implied from the existence of any right or privilege given to it herein or reasonably necessary to effectuate any such right or privilege. Such rights shall include without limitation the right to acquire water meters for each Unit.

8.7.16 Use of Association Powers. Notwithstanding the foregoing, the Association shall not take any action that would impair an Owner's right to enjoy and use his/her Unit as set forth herein, in particular Section 7.21.

8.7.17 Power to Levy Fines. The power to impose reasonable monetary fines which shall constitute a lien upon the Unit owned or occupied by the Owner, Lessee, or other Person determined by the Board to be in violation of the Condominium Documents (individually, a "**Violation**"). Provided, however, the Association shall not impose a fine on an Owner for a Violation unless: (a) the Board votes to impose the fine at any regular or special meeting of the Board or the Association (individually, a "**Levy Meeting**"); (b) such Owner is provided at least thirty (30) days advance written notice of the Levy Meeting by personal service or certified mail at the last known address of such Owner as shown in the records of the Association; and (c) such Owner is given a reasonable opportunity to respond to the Violation during the Levy Meeting. Provided further, the Association shall not impose a fine on an Owner if such Owner, prior to the Levy Meeting, begins resolving the Violation and continues to address the Violation in good faith until the Violation is fully resolved (the "**Remedial Period**"). For purposes of this Section, the phrase "address the violation in good faith until the Violation is fully resolved" means the Owner must resolve the Violation within thirty (30) calendar days of the Notice; provided, however, if the nature of the Violation is such that more than thirty (30) calendar days are required for its resolution, then the Owner must diligently prosecute the same to completion within sixty (60) calendar days. All such fines shall be deemed to be a part of the Assessments to which the Owner's Unit is subject under this Declaration. In all events, no portion of such fines may be used to increase the compensation to the Board or agent thereof.

8.8 Duties of the Association. In addition to the power delegated to it by the Condominium Documents, the Association or its agents shall have the obligation to conduct all business affairs of the Association and to perform, without limitation, each of the following duties:

8.8.1 Operation and Maintenance of Common Area. Operate, maintain and otherwise manage or provide for the operation, maintenance and management of the Common Area and all improvements thereon, including parking areas, drive lanes, landscaping, common seepage beds and the exterior of the Building, including the repair and replacement of property damaged or destroyed by casualty loss and all other property acquired by the Association, and shall maintain the same in a good, clean, attractive and sanitary condition, order and repair.

8.8.2 Taxes and Assessments. Pay all real and personal property taxes and assessments separately levied against the Common Area, the Association, or property owned by the Association and all such taxes shall be paid or a bond insuring payment posted prior to the sale or the disposition of any property to satisfy the payment of such taxes. In addition, the Association shall pay all other taxes, federal, state or local, including income or corporate taxes levied against the Association in the event that the Association is denied the status of a tax exempt corporation.

8.8.3 Water and Other Utilities. Acquire, provide and/or pay for water, storm drainage system maintenance, sewer services, electric services, garbage, disposal, refuse and rubbish collection and other necessary services for the Common Area and Units, except to the extent separately billed or separately metered, as may be determined by the Board from time to time in its discretion.

8.8.4 Insurance. Obtain, from reputable insurance companies authorized to do business in the State of Idaho and maintain in effect the policies of insurance described in Section 13 hereof.

8.8.5 Maintenance of Exteriors and Improvements. Maintain and repair the exterior surfaces of the Building and improvements in the Project. The exterior maintenance shall include: painting, staining, repairing, restaining, replacing and caring for all exterior surfaces including roofs and exterior portions of doors as necessary to maintain them in good condition.

8.8.6 Inspection and Maintenance Guidelines. The Board shall adopt inspection and maintenance guidelines for the periodic inspection and maintenance of the Common Area, including, without limitation, the sewer system and drainage facilities. The Board periodically, and at least once every two (2) years, shall review and update the inspection and maintenance guidelines. The Board shall take all appropriate steps to implement and comply with the inspection and maintenance guidelines, and shall keep records of such implementation and compliance.

8.8.7 Drainage Facilities. Operate and maintain the storm drainage area, as depicted on the Plat. Notwithstanding anything to the contrary, no buildings or other similar improvements shall be constructed within the storm drainage area that would materially interfere with the Property's drainage system.

8.8.8 Maintenance of Records and Right of Inspection. The Association shall keep such records of its business and affairs as is customary for community or owner associations, including a membership register, accounting records, financial statements, operating budgets, balance sheets, and minutes of meetings of the Board and committees. Such records shall be available at the Association's regular offices for inspection and copying by any Owner at such Owner's expense. The Board may establish reasonable rules with respect to: (a) notice to be given to the custodians of the records by persons desiring to make the inspection; (b) hours and days of the week when such an inspection may be made; and (c) payment of the cost of reproducing copies of documents requested pursuant to this Section 8.8.8. The Association's obligations hereunder may be fulfilled by making the records available to an Owner electronically, including delivery by electronic mail or the posting of such records on a website.

8.9 Immunity and Indemnification. Each Owner understands and agrees that: (a) Grantor and its members, managers, agents, and employees, and (b) the Association its directors, officers, agents, employees, and committee members (each individually a “**Released Party**”) shall be immune from personal liability to such Owner, and such Owner hereby knowingly and voluntarily waives and releases each Released Party, for such Released Party’s actions or failure to act with respect to the Condominium Documents to the extent that such acts or failures to act do not constitute willful misconduct on the part of such Released Party. The Association shall indemnify, defend, and hold each Released Party harmless from any action, expense, loss or damage caused by or resulting from such Released Party’s actions or failure to act with respect to the Condominium Documents; provided, however, the Association shall not be obligated to indemnify, defend, and hold harmless any Released Party for their own gross negligence or willful misconduct.

8.10 Waiver of Consequential Damages. Neither the Grantor nor the Association shall be liable to any Owner for, and each Owner releases the Grantor and the Association from, any form of indirect, special, punitive, exemplary, incidental, consequential, or similar costs, expenses, damages, or losses.

SECTION 9 ASSESSMENTS

9.1 Covenant to Pay Assessments. By acceptance of a deed to any Condominium, each Owner covenants and agrees to pay when due (without deduction, setoff, abatement of counterclaim of any kind whatsoever) all Assessments or charges made against such Owner or such Owner’s Condominium pursuant to the Condominium Documents. Assessments against a Condominium shall be a continuing lien on such Condominium until paid, whether or not ownership of such Condominium is transferred. Assessments against a Condominium are also the personal obligation of the Owner of the Condominium when the Assessment becomes due and payable. Such personal obligation shall remain with such Owner regardless of whether such Owner remains the owner of the Condominium. Delinquent Assessments related to a Condominium shall not pass to such Owner’s successors in title unless expressly assumed by them. Such Assessments and charges, together with interest, costs and reasonable attorneys’ fees, which may be incurred in collecting the same, shall be a charge on the Condominium and shall be a continuing lien upon the Condominium against which each such Assessment or charge is made. The due date, manner and method of payment shall be as set forth in this Declaration or as established by the Board from time to time.

9.2 Rate of Assessment. Except as otherwise provided herein, all Owners shall be responsible for Regular Assessments and Special Assessments levied by the Association in proportion to their percentage ownership interest in the Common Area, as set forth on Exhibit C. Owners shall be responsible for Limited Assessments levied by the Association, as set forth in Section 9.5.

9.3 Regular Assessments.

9.3.1 Purpose of Regular Assessments. The proceeds from Regular Assessments are to be used to pay for all costs and expenses incurred by the Association, including attorneys’ fees and other professional fees, for the conduct of its affairs as provided in this

Declaration (including without limitation Section 8 hereof) and other Condominium Documents, including without limitation the costs and expenses of construction, improvement, protection, maintenance, repair, management and operation of the Common Area and furnishing utility services, including water, sewer, gas, geothermal systems, trash and electricity and other common services to the Common Area, and each Condominium (if not separately metered), insurance, and any deficit remaining from previous periods (collectively the “**Expenses**”). “Expenses” shall also include and an amount to fund adequate reserves for repairs, replacement, maintenance, and improvement of those elements of the Common Area, or other property of the Association that must be replaced and maintained on a regular basis, and for extraordinary operating expenses, contingent risks or liabilities (such as indemnification and defense expenses), capital repairs, capital replacements, and any other expenses for which the Board, in its reasonable opinion, deems prudent to fund a reserve. If not already separately metered, the Board reserves the right to separately meter utility services provided to each Condominium, and in such event the Owner of the Condominium shall be fully responsible for the costs of providing utilities for the Owner’s individual use.

9.3.2 Computation of Allocation for Regular Assessments. Unless otherwise determined by the Board, the Association shall compute and forecast the amount of its Expenses and Regular Assessments on an annual basis. The computation of Regular Assessments shall take place not less than thirty (30) nor more than sixty (60) days before the beginning of each fiscal year of the Association, unless a change in the Members or other circumstance makes it impracticable to compute the Regular Assessments in that timeframe. In such event, the Owners shall be immediately notified upon completion of such computation. Notwithstanding the foregoing, the computation of Regular Assessments shall be completed in good faith and shall be valid upon completion. The computation of the Regular Assessments for the period from the recordation of this Declaration until the beginning of the next fiscal year shall be reduced by an amount which fairly reflects the fact that such period was less than one year. The Board shall have the exclusive right to approve any Assessment under this Section 9.

Except as provided herein, Regular Assessments shall be levied by the Association against Condominiums in proportion to their percentage ownerships in the Common Area as set forth on Exhibit C. Certain Expenses which exist only for the benefit of or only to serve a single Condominium or group of Condominiums (but not all Condominiums) shall only be levied against the Owners thereof in proportion to their percentage ownerships, as among each other, as set forth on Exhibit C.

9.4 Special Assessments. In the event that the Board shall determine that the Regular Assessment for a given calendar year is or will be inadequate to meet the Expenses of the Association for any reason, including, without limitation, costs of construction, reconstruction, unexpected repairs or replacement of improvements upon the Common Area, attorneys’ fees and/or litigation costs, other professional fees, or for any other reason, the Board shall determine the approximate amount necessary to defray such Expenses and levy a Special Assessment for such amount. The Board shall, in its discretion, determine the schedule under which such Special Assessment will be paid. If such Special Assessment shall affect more than one Condominium or group of Condominiums (but not all Condominiums), the Owners of the affected Condominiums shall pay those costs associated solely with their Condominiums in proportion to their percentage ownerships, as among each other, as set forth on Exhibit C, while all Owners shall share such costs

associated with the Common Area in proportion to their ownership interests set forth on Exhibit C.

9.5 Limited Assessments. Notwithstanding the above provisions with respect to Regular Assessments and Special Assessments, the Association may levy a Limited Assessment against an Owner: (a) for any fines (in accordance with Section 8.7.17 hereof), fees or charges levied against the Owner under the Condominium Documents; (b) to reimburse the Association for any costs incurred to bring the Owner's Condominium or any improvements therein into compliance with the Condominium Documents; (c) to reimburse the Association for any damages caused by an Owner or such Owner's Tenants, Occupants, invitees, or licensees to any Common Area or improvements or other property owned or maintained by the Association; and (d) for the cost of providing any goods or services under the Condominium Documents that benefit such Owner or Owner's Condominium, but less than all Owners or all Owners' Condominiums. If such Limited Assessment shall affect more than one Condominium, but not all Condominiums, the Owners of the effected Condominiums shall pay those costs associated solely with their Condominiums in proportion to their percentage ownership, as among each other, while all Owners shall share such costs associated with the Common Area in proportion to their percentage ownership interest set forth on Exhibit C, as applicable.

9.6 Notice and Assessment Due Date. Unless the Board establishes a different schedule for the payment of Regular Assessments, monthly installments of the Regular Assessments shall be paid on or before the 1st of each month. The Board shall, in its reasonable discretion, determine the schedule under which Assessments (other than Regular Assessments) will be paid. If not paid within five (5) days after the due date, a one-time late charge equal to ten percent (10%) of the Regular Assessment shall be charged to the Owner. Each Assessment, other than a Regular Assessment, shall become delinquent if not paid within ten (10) days after the date of notice thereof to the Owner. If all or any part of an Assessment is not paid within five (5) days after its due date, then: (a) the delinquent Owner shall pay to the Association a late payment charge equal to 5% of the delinquent amount; and (ii) interest shall accrue on the delinquent amount at the rate of twelve percent (12%) per annum until paid in full. In the event an Owner's payment is returned for any reason, such Owner shall pay to the Association an administrative fee in an amount set by the Board and thereafter the Association shall have the right to require future Assessments due from such Owner to be paid in the form of a cashier's check, certified check, or other form of immediately collectible funds acceptable to the Association in the Board's discretion.

SECTION 10 ENFORCEMENT OF ASSESSMENTS; LIENS

10.1 Right to Enforce. The Association has the right to collect and enforce its Assessments, including any late charges and/or interest accrued thereon pursuant to the provisions hereof. Each Owner shall be deemed to covenant and agree to pay each and every Assessment provided for in this Declaration, including any late charges and/or interest accrued thereon, and agrees to the enforcement of all Assessments in the manner herein specified. In the event an attorney or attorneys are employed for the collection of any Assessment, whether by suit or otherwise, or to enforce compliance with or specific performance of the terms and conditions of this Declaration, each Owner agrees to pay (and agrees that the lien may include) reasonable attorneys' fees and costs, including the costs and expenses for any lien releases, in addition to any other relief or remedy obtained against such Owner. The Board or its authorized representative

may enforce the obligations of the Owners to pay such Assessments by commencement and maintenance of a suit at law or in equity, or the Board may exercise the power of foreclosure and sale pursuant to this Section to enforce the liens created pursuant to this Section. A suit to recover a money judgment for an unpaid Assessment shall be maintainable without foreclosing or waiving the lien hereinafter provided.

10.2 Assessment Liens. There is hereby created a claim of lien with power of sale on each and every Condominium to secure payment of any and all Assessments levied against such Condominium pursuant to this Declaration together with interest thereon at the maximum rate permitted by law and all costs of collection which may be paid or incurred by the Association making the Assessment in connection therewith, including reasonable attorneys' fees. All sums assessed in accordance with the provisions of this Declaration shall constitute a lien on such respective Condominium upon recordation of claim of lien with the Blaine County Recorder, which claim of lien shall be the "notice of assessment" described in the Condominium Act. Each delinquency shall constitute a separate basis for a claim of lien, but any number of defaults may be included within a single claim of lien. Such claim of lien may be foreclosed in any manner permitted by Applicable Law. Upon payment of such lien in full, the Association shall prepare and record a release of such claim of lien.

10.3 Method of Foreclosure. To the extent permitted by law, such lien may be foreclosed by appropriate action in court or by sale by the Association, its attorney or other Person authorized to make the sale. Such sale shall be conducted in accordance with the provisions of the Idaho Code applicable to the exercise of powers of sale in deeds of trust or any other manner permitted by Applicable Law. The Board is hereby authorized to appoint its attorney, any officer or director of the Association, or any title company authorized to do business in Idaho as trustee for the purpose of conducting such power of sale or foreclosure.

10.4 Required Notice. No action may be brought to foreclose the claim of lien provided for herein, whether judicially, by power of sale, or otherwise, until the expiration of thirty (30) days after a copy of such notice of claim of lien has been deposited in the United States mail, certified or registered, postage prepaid, to the Owner described in such notice of assessment, and to the Person in possession of such Condominium(s).

10.5 Subordination. Upon recordation of a claim of lien for delinquent Assessments in accordance with Applicable Law, such lien shall be prior and superior to all other liens or claims created subsequent to the recordation of the claim of lien except for: (a) liens which, by law, would be superior thereto; and (b) the lien of a first priority Mortgage given and made in good faith and for value that is of record as an encumbrance against such Condominium prior to the recordation of a claim of lien for the Assessments. Except as expressly provided in this Section 10.5, the sale or transfer of any Condominium shall not affect the lien provided for herein, nor the creation thereof by the recordation of a claim of lien, on account of the Assessments becoming due whether before, on, or after the date of such sale or transfer, nor shall such sale or transfer diminish or defeat the personal obligation of any Owner for delinquent Assessments as provided for in this Declaration.

10.6 Grantor Exemption. Grantor is exempt from Assessments as set forth in Section 18.4.

SECTION 11 RIGHTS TO COMMON AREAS

11.1 Use of Common Area. Every Owner shall have a nonexclusive right and easement to use the Common Area (exclusive of Limited Common Area) and an exclusive or semi-exclusive right to use Limited Common Area designated for exclusive or semi-exclusive use by the Owner, which shall be appurtenant to and shall pass with the title to every Condominium, subject to the following provisions:

11.1.1 Assessments. The rights of the Association to levy Assessments as provided herein and the payment by an Owner of all such Assessments;

11.1.2 Voting. The right of the Association to suspend the voting rights and rights to use of, or interest in Common Area by an Owner for any period during which any Assessments or charges against such Owner's Condominium remains unpaid;

11.1.3 Dedication or Transfer. The right of the Association to dedicate or transfer all or any part of Common Areas to any public agency, authority or utility for such purposes and subject to such conditions as may be agreed to by the Members. No dedication or transfer shall be effective unless an instrument verifying is executed and recorded by the Association verifying that such dedication or transfer has been approved by: (a) the vote or written consent of Owners representing more than fifty percent (50%) of the total voting power in the Association, and (b) more than fifty percent (50%) of all Mortgagees.

11.1.4 Association Rules. The right of the Association to establish and enforce such Association Rules as the Association deems proper regarding the Project and use of Common Area.

11.2 Delegation of Right to Use. Any Owner may delegate in accordance with the respective Condominium Documents, such Owner's reasonable right to the use and enjoyment of the Common Area to such Owner's Tenants, Occupants, invitees, or licensees.

11.3 Damages. To the extent permitted by law, each Owner shall be liable for expenses for corrective action necessitated by violation of the Declaration or Association Rules or for any damage to such Common Area which may be sustained by reason of such Owner's Tenants, Occupants, invitees, or licensees. In the case of joint ownership of a Condominium, the liability of such Owners shall be joint and several. The cost of corrective action shall be assessed as an Assessment against the Condominium and may be collected as provided herein for the collection of other Assessments.

SECTION 12 MECHANIC'S LIEN RIGHTS

No labor performed or services or materials furnished with the consent of or at the request of an Owner or such Owner's agent, contractor or subcontractor shall be the basis for the filing of a lien against the Condominium of any other Owner or against any part thereof, or against any other property of any other Owner, unless such other Owner has expressly consented to or requested in writing the performance of such labor or furnishing of such materials or services. Such express written consent shall be deemed to have been given by the Owner of any Condominium in the case of emergency corrective action undertaken by the Association. Labor

performed or services or materials furnished for the Property if duly authorized by the Association shall be deemed to be performed or furnished with the express consent of each Owner. Any Owner may remove his/her Condominium from a lien against two or more Condominiums or any part thereof by payment of sums secured by such lien which is attributable to such Owner's Condominium.

SECTION 13 INSURANCE

13.1 Types of Insurance. The Association shall obtain and keep in full force and effect at all times such bonds and insurance as may be required by Applicable Law and such further insurance as the Board deems necessary or prudent, including casualty insurance for any property or improvements owned or maintained by the Association, public liability insurance related to the Association's operations and the use of the Common Area, directors and officers liability coverage, automobile insurance, worker's compensation insurance and fidelity bonds. Unless otherwise authorized by the Board, the Association shall procure at least the following insurance policies to the extent such policies are available on commercially reasonable terms:

13.1.1 Casualty Insurance. The Association shall obtain and maintain a "bare walls" insurance on the Building and other property owned by the Association in such amounts as shall provide for full replacement thereof, including, but not limited to, those costs associated with rebuilding, design, any required permits, legal fees, and any other fees associated with the replacement of the Building, in the event of damage or destruction from the casualty against which such insurance is obtained. Such insurance shall include fire and extended coverage, vandalism and mischief, and such other risks and hazards against which the Board deems appropriate to provide insurance protection. The Association may comply with the above requirements by the purchase of blanket coverage and may elect such "deductible" provisions as the Board, in its reasonable opinion, deems consistent with good business practice. The Association's policy of casualty insurance does not insure individual Units or the betterments or improvements made thereto (including without limitation cabinets, countertops, sinks, floor coverings, paint, attached fixtures, utility systems serving only the Unit, and the like) or the personal property or other contents thereof, all of which shall be insured by the Unit Owner pursuant to Section 13.4 hereof.

13.1.2 Commercial General Liability Insurance. The Association shall and maintain a policy of commercial general liability insurance covering the activities of the Association, its Board, employees, and agents and have a combined single limit of not less than \$2,000,000 per person and per occurrence and property damage liability insurance with a limit of not less than \$2,000,000 per accident or occurrence.

13.1.3 Workers Compensation and Employer's Liability Insurance. The Association shall cause the Management Company to purchase and maintain workers compensation and employer's liability insurance and all other similar insurance in respect to employees of the Association in the amounts and in the forms now or hereafter required by Applicable Law.

13.1.4 Directors' and Officers' Liability Insurance. Full coverage directors' and officers' liability insurance with a limit of at least Two Hundred Fifty Thousand Dollars (\$250,000) for the directors and officers of the Association. In addition, the Association shall

cause the Management Company to purchase, in such amounts and in such form as the Board shall deem appropriate, coverage against liability on account of the Management Company's dishonesty of employees, officers and directors; destruction or disappearance of money or securities; and forgery.

13.1.5 Other. The Association may obtain insurance against such other risks, of a similar or dissimilar nature, including errors and omissions insurance for the actions of the Board, as it shall deem appropriate with respect to the Buildings, including any personal property of the Association located thereon.

13.2 Form. Casualty insurance on the Project shall be carried in a form or forms naming the Association as the insured as trustee for the Owners, which policy or policies shall specify the interest of each Owner (Owner's name, Unit number, and the appurtenant undivided interest in the Common Area) and which policy or policies shall provide a standard loss payable clause providing for payment of insurance proceeds to the Association as trustee for the Owners and for the respective first priority Mortgagees of Owners which from time to time shall give notice to the Association of such Mortgages, such proceeds to be used in accordance with this Declaration. Each policy shall also provide that it cannot be canceled by either the insured or the insurance company until after thirty (30) days' prior written notice is first given to each Owner and to each first priority Mortgagee requesting such notice. The Association shall furnish to each Owner and to Grantor a true copy of such policy together with a certificate identifying the interest of the Owner. All policies of insurance shall provide that the insurance thereunder shall be invalidated or suspended only in respect to the interest of any particular Owner guilty of breach of warranty, act, omission, negligence or noncompliance with any provision of such policy, including payment of the insurance premium applicable to that Owner's interest or who permits or fails to prevent the happening of any event, whether occurring before or after a loss, which under the provisions of such policy would otherwise invalidate or suspend the entire policy. All policies of insurance shall provide further that the insurance under any such policy as to the interest of all other insured Owners not guilty of any such act or omission, shall not be invalidated or suspended and shall remain in full force and effect.

The commercial general liability policy shall name Grantor, the Management Company, and the Association as the insured, with the Association as trustee for the Owners, and shall protect each Owner against liability for acts of the Association in connection with the ownership, operation, maintenance, or other use of the Building.

13.3 Insurance Proceeds. The Association shall receive the proceeds of any casualty insurance payments received under policies obtained and maintained pursuant to this Section and as provided in Section 14 hereof. In the event: (a) Owners representing eighty percent (80%) or more of the total voting power in the Association; and (b) more than fifty percent (50%) of all first priority Mortgagees elect not to rebuild the Project, the insurance proceeds shall be distributed to the Owners based on the ownership percentage of each Owner at the time of the casualty.

13.4 Owner's Own Insurance. Each Owner shall obtain and maintain at its own expense, insurance providing coverage in the event of damage or destruction to the Owner's Unit, regardless of the cause of such damage or destruction, and covering such other risks as Owner may deem appropriate. The foregoing insurance shall be in such amounts as shall provide for full

replacement of the Owner's Unit, including all betterments and improvements made to thereto (including cabinets, countertops, sinks, floor coverings, paint, attached fixtures, and the utility systems serving only the Unit), and all personal property located therein and the contents thereof. Each Owner shall also obtain and maintain liability insurance covering all occurrences commonly insured against death, bodily injury, and property damage, with a per limit occurrence of not less than \$500,000.00 and an annual aggregate limit of not less than \$1,000,000.00, arising out of or in connection with the use, ownership, or maintenance of the Owner's Unit. All policies carried by each Owner pursuant to this Section 13.4 shall: (a) name the Association and the Grantor as additional insureds with rights to enforce; (b) be without contribution with respect to any insurance maintained by the Association for the benefit of all Unit Owners; and (c) provide that the insurer waives any and all rights of subrogation as against the Association, the Grantor, each other Owner.

13.5 Mutual Waiver of Subrogation Rights. Whenever: (a) any loss, cost, damage, or expense resulting from fire, explosion, or any other casualty or occurrence is incurred by either by the Grantor, Association, or Owner, or anyone claiming by, through, or under the Grantor, Association, or Owner in connection with the Project; and (b) the Grantor, Association, or such Owner is then covered or required to be covered under this Declaration to be so insured in whole or in part by insurance with respect to such loss, costs, damage, or expense, then the party so insured (or so required) hereby releases the other parties from any liability said other parties may have on account of such loss, costs, damage, or expense to the extent of any amount recovered by reason of such insurance (or which could have been recovered had such insurance been carried as so required) and waives any right of subrogation which might otherwise exist in or accrue to any Person on account thereof, provided that such release of liability and waiver of the right of subrogation shall not be operative in any case where the effect thereof is to invalidate such insurance coverage. Grantor, the Association, and each Owner shall obtain and furnish evidence to the other Party of the waiver by its insurance carrier(s) of any right of subrogation.

SECTION 14 CASUALTY, DAMAGE OR DESTRUCTION

14.1 Affects Title Title to each Condominium is hereby made subject to the terms and conditions hereof, which bind the Grantor and all subsequent Owners, whether or not it is expressed in the deed by which any Owner acquires a Condominium.

14.2 Association As Agent. All of the Owners irrevocably constitute and appoint the Association their true and lawful attorney-in-fact in their name, place and stead for the purpose of dealing with their Condominium upon the Condominium's damage or destruction as hereinafter provided. Acceptance by any grantee of a deed from the Grantor or from any Owner shall constitute such appointment.

14.3 General Authority of Association. As attorney-in-fact, the Association shall have full and complete authorization, right and power to make, execute and deliver any contract, deed, or other instrument with respect to the interest of an Owner which may be necessary or appropriate to exercise the powers herein granted. Repair and reconstruction of the improvements as used in succeeding Sections means restoring the Condominiums, including the site improvements, equipment and facilities therein, to substantially the same condition in which it existed prior to damage, with each Unit and the Common Area having substantially the same vertical and horizontal boundaries as before. The proceeds of any insurance collected shall be available to the

Association for the purpose of repair or reconstruction unless: (a) Owners representing eighty percent (80%) or more of the total voting power in the Association; and (b) more than fifty percent (50%) of all first priority Mortgagees agree not to rebuild in accordance with the provisions set forth hereinafter.

14.4 Estimate of Costs. As soon as practicable after an event causing damage to, or destruction of, any part of the Project, the Association shall obtain estimates that it deems reliable of the costs of repair or reconstruction of that part of the Project damaged or destroyed.

14.5 Repair or Reconstruction. As soon as practicable after receiving these estimates, the Association shall diligently pursue to completion the repair or construction of that part of the Project damaged or destroyed. The Association may take all necessary or appropriate action to effect repair or reconstruction, as attorney-in-fact for the Owners, and no consent or other action by any Owner shall be necessary in connection therewith. Such repair or reconstruction shall be in accordance with the original plans and specifications of the Project or may be in accordance with any other plans and specifications the Association may approve, provided that in such latter event the number of cubic feet and the number of square feet of any Unit may not vary by more than five percent (5%) from the number of cubic feet and the number of square feet for such Unit as originally constructed pursuant to such original plans and specifications without the written consent of all affected Owners, and the location of the Units shall be substantially the same as prior to damage or destruction.

14.6 Funds for Reconstruction. The proceeds of any insurance collected shall be available to the Association for the purpose of repair or reconstruction. If the proceeds of the insurance are insufficient to pay the estimated or actual cost of such repair or reconstruction, the Association, pursuant to Section 9.4 hereof, may levy in advance a Special Assessment sufficient to provide funds to pay such estimated or actual costs of repair or reconstruction. Such Special Assessments shall be allocated and collected as provided in that Section. Further levies may be made in like manner if the amounts collected prove insufficient to complete the repair or reconstruction.

14.7 Disbursement of Funds for Repair or Reconstruction. The insurance proceeds held by the Association and the amounts received from the assessments provided in Section 14.6 constitute a fund for the payment of costs of repair and reconstruction after casualty. It shall be deemed that the first money disbursed in payment for the cost of repair or reconstruction shall be made from insurance proceeds; if there is a balance after payment of all costs of such repair or reconstruction, such balance shall be distributed to the Owners requiring repair and/or reconstruction of such Owner's Unit in proportion to the contributions by such Owner pursuant to the assessments by the Association under Section 14.6 of this Declaration.

14.8 Decision not to Rebuild. If eighty percent (80%) or more of the Owners and more than fifty percent (50%) of the first priority Mortgagees agree not to rebuild, the Project shall be sold. All insurance proceeds and all sale proceeds shall be apportioned among the Owners in the same proportions as their share of the Common Area as provided in Exhibit C; and such apportioned proceeds shall be paid into separate accounts, each such account representing one (1) Condominium. Each such account shall remain in the name of the Association, and shall be further identified by the Condominium designation and the name of the Owner. From each separate

account the Association, as attorney in fact, shall use and disburse the total amount of such accounts without contribution from one account to the other, first to Mortgagees and other lienors in the order of priority of their Mortgages and other liens, and the balance remaining to each respective Owner.

SECTION 15 CONDEMNATION

15.1 Consequences of Condemnation. If at any time or times during the continuance of the condominium ownership regime pursuant to this Declaration, all or any part of the Project shall be taken or condemned by any public authority or sold or otherwise disposed of in lieu of or in avoidance thereof, the following provisions of this Section shall apply.

15.2 Proceeds. All compensation, damages, and other proceeds therefrom, the sum of which is hereinafter called the “**Condemnation Award,**” shall be payable to the Association.

15.3 Complete Taking. In the event that all of the Units are taken or condemned, or sold or otherwise disposed of in lieu of or in avoidance thereof, the condominium ownership regime pursuant hereto shall terminate. The Condemnation Award shall be apportioned among the Owners in the same proportions as their share of the Common Area as provided in Exhibit C, provided that if a standard different from the value of the Condominiums as a whole is employed to measure the Condemnation Award in the negotiation, judicial decree or otherwise, then in determining such shares the same standard shall be employed to the extent it is relevant and applicable.

On the basis of the principle set forth in the last preceding paragraph, the Association shall, as soon as practicable, determine the share of the Condemnation Award to which each Owner is entitled and pay such amounts as soon as practicable.

15.4 Partial Taking. In the event that less than all of the Units are taken or condemned, or sold or otherwise disposed of in lieu of or in avoidance thereof, the condominium ownership regime hereunder shall not terminate. Each Owner shall be entitled to a share of the Condemnation Award to be determined in the following manner: As soon as practicable the Association shall, reasonably and in good faith, allocate the Condemnation Award between compensation, damages or other proceeds and shall apportion the amounts so allocated among the Owners as follows:

15.4.1 Allocation to Common Area. The total amount allocated to taking of or injury to the Common Area shall be apportioned among the Owners in the same proportions as their share of the Common Area as provided in Exhibit C;

15.4.2 Allocation to Condominiums. The total amount allocated to severance damages shall be apportioned to those Condominiums which were taken or condemned as follows: (a) the respective amounts allocated to the taking of or injury to a particular Unit and/or improvements an Owner has made within the Owner’s own Unit shall be apportioned to the particular Unit involved; and (b) the total amount allocated to consequential damages and any other takings or injuries shall be apportioned as the Board, in its reasonable opinion, determines to be equitable in the circumstances. If an allocation of the Condemnation Award is already established in negotiation, judicial decree, or otherwise, then in allocating the Condemnation Award the Association shall employ such allocation to the extent it is relevant and applicable.

15.5 Reorganization. In the event a partial taking results in the taking of a complete Unit, then, upon the distribution of such Owner's apportioned proceeds, the Owner thereof automatically shall cease to be a member of the Association. Thereafter the Association shall re-allocate the ownership, voting rights and assessment ratio determined in accordance with this Declaration according to the same principles employed in this Declaration at its inception and shall submit such re-allocation to the remaining Owners for approval and amendment of this Declaration as provided in Section 20.1 hereof.

15.6 Reconstruction and Repair. Any reconstruction and repair necessitated by condemnation shall be governed by the procedures specified in Section 14 above.

SECTION 16 DISCLAIMERS, WAIVERS, AND ACKNOWLEDGMENTS

16.1 Disclaimer and Waiver of Warranties. Without limiting any other provision in this Declaration, by acceptance of deed to a Condominium, each Owner shall conclusively be deemed to understand, and to have acknowledged and agreed to, all of the following:

16.1.1 That Grantor hereby disclaims any and all warranties, express and implied, including without limitation the implied warranty of habitability and the implied warranty of fitness for a particular purpose, and by acceptance of a deed to a Condominium, each Owner waives and releases Grantor with respect to any such warranties;

16.1.2 That the Project is or may be located within or nearby certain airplane flight patterns, and/or subject to levels of airplane traffic noise; and that Grantor hereby specifically disclaims any and all representations and warranties, express and implied, arising from or relating to airplane flight patterns, and/or airplane traffic noise; and each Owner hereby waives and releases Grantor from any and all claims arising from or relating to airplane flight patterns or airplane traffic noise;

16.1.3 That the Project is or may be located adjacent to or nearby roadways and subject to levels of traffic thereon, and to noise, dust, and other nuisances arising from such roadways and levels of traffic; that Grantor hereby specifically disclaims any and all representations and warranties, express and implied, arising from or related to such roadways and levels of traffic thereon, and to noise, dust, and other nuisances arising from such roadways and levels of traffic; and each Owner hereby waives and releases Grantor from any and all claims arising from or related to roadways and levels of traffic thereon, and to noise, dust, and other nuisances arising from such roadways and levels of traffic;

16.1.4 That construction and installation of improvements by Grantor or other Owners, or third parties, may involve the operation of noisy equipment, generate dust, and may impair or eliminate the view, if any, of or from any Unit and/or Common Areas; and each Owner hereby waives and releases Grantor from any and all claims arising from or relating to such construction and installation, view impairment or elimination including but not limited to, any claims for nuisance or health hazards;

16.1.5 That construction is an industry inherently subject to variations and imperfections, and items that do not materially affect safety or structural integrity shall be deemed "**Expected Minor Flaws**" (including, but not limited to: reasonable wear, tear or

deterioration; shrinkage, swelling, expansion or settlement; squeaking, peeling, chipping, cracking, or fading; touch-up painting; minor flaws or corrective work; and like items) and not constructional defects; and that and each Owner hereby waives and releases Grantor from any and all claims arising from or relating to such Expected Minor Flaws; and

16.1.6 That creation of the Project shall not create any presumption, or duty whatsoever of Grantor with regard to security or protection of Person or property within or adjacent to the Project; and each Owner hereby waives and releases Grantor from any and all claims arising from or related to such security or protection, or lack thereof.

SECTION 17 RESOLUTION OF DISPUTES

17.1 Agreement to Avoid Litigation. Grantor, the Association and the Owners agree that it is in their best interests to provide a fair, impartial, and expeditious procedure for the resolution of disputes related to the Condominium Documents instead of costly, lengthy, and unpredictable litigation. Accordingly, Grantor, the Association (including its Board, officers, and committee members), each Owner and any party claiming a right or interest under the Condominium Documents (each, a “**Bound Party**”) agree to encourage the efficient resolution of disputes within the Project without the emotional and financial costs of litigation. Each Bound Party therefore covenants and agrees that all claims, grievances, or disputes arising out of or relating to the interpretation, application, or enforcement of the Condominium Documents or the rights, obligations, or duties of any Bound Party under the Condominium Documents (“**Claims**”) shall be subject to the provisions of Section 17.3 unless exempt under Section 17.2. All Claims shall be subject to resolution pursuant to this Section 17 as a condition precedent to the institution or continuation of any legal or equitable proceeding; provided, however, any Bound Party may proceed in accordance with applicable law to comply with any notice or filing deadlines prior to resolution of the Claim

17.2 Exemptions. None of the following Claims shall be subject to this Section 17 unless all Bound Parties thereto agree in writing to submit such Claim to the dispute resolution procedures set forth in this Section 17:

17.2.1 Any Claim by the Association against any Bound Party to enforce the obligation to pay any Assessment to the Association under the Condominium Documents;

17.2.2 Any Claim by Grantor or the Association to obtain injunction or equitable relief to enforce any provision of the Condominium Documents;

17.2.3 Any Claim between Owners where the Grantor or the Association are not a party thereto, which Claim would constitute a cause of action independent of the Condominium Documents;

17.2.4 Any Claim in which any indispensable party is not a Bound Party;

17.2.5 Any Claim against a Released Party that would be barred by Section 8.9;

17.2.6 Any Claim which otherwise would be barred by Applicable Law (such as, for example, the applicable statute of limitations); or

17.2.7 Any Claim arising out of or relating to the interpretation, application or enforcement of any purchase, sale or construction agreement with Grantor or any builder related to the construction of improvements within the Project, or the rights, obligations, or duties of any Bound Party under such agreements, it being understood that Applicable Law and the provisions of such agreements shall control the resolution of any claims or disputes related thereto.

17.3 Dispute Resolution.

17.3.1 Direct Discussions. Any Bound Party having a Claim against any other Bound Party shall notify such party(ies) of the Claim in writing, stating plainly and concisely the following: (a) the nature of the Claim; (b) the legal basis of the Claim (i.e., the specific authority out of which the Claim arises); (c) the basic facts supporting the allegations in the Claim; (d) the other Persons involved in the Claim or with personal knowledge of the facts alleged; and (e) the claimant's proposed remedy, including the specific monetary amounts (if any) demanded. The Bound Parties to the Claim shall make reasonable efforts to meet in person to resolve the Claim by good faith discussions and negotiations – it being understood that the best opportunity to achieve a fair and satisfactory resolution to a Claim is ordinarily through early discussions and negotiations held in good faith.

17.3.2 Dispute Resolution. If the Bound Parties to a Claim are unable to resolve the Claim through direct discussions within a reasonable time, either Bound Party may submit the Claim to the Board for assistance in resolving the Claim. In such event, the Board may, by notice to each Bound Party to the Claim within thirty (30) days of its receipt of a request for assistance:

17.3.2.1 Order the Bound Parties to continue direct discussions and negotiations for a period of up to thirty (30) days. If the Claim is not resolved in such period, any Bound Party may request the Board's further assistance to resolve the Claim;

17.3.2.2 Order the Bound Parties to mediate the Claim with an independent real estate attorney, real estate professional, or judge selected by the Board. The mediator shall set the rules of the mediation. Any party to the mediation can invite additional parties to the mediation if the presence of such additional party is required for a complete resolution of any Claim. The parties shall share the mediator's fee and any filing fees equally. Unless otherwise agreed, the mediation shall be held within thirty (30) days of the order for mediation and shall be held in a neutral location near the Project selected by the mediator. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof. If the mediation does not resolve the Claim, the Bound Parties may proceed to litigation of the Claim in any court of competent jurisdiction;

17.3.2.3 Order the Bound Parties to settle the Claim through arbitration by a single arbitrator conducted in accordance with the Idaho Uniform Arbitration Act (Idaho Code, Title 7, Chapter 9) except as otherwise provided herein. The arbitrator shall be any independent real estate attorney or judge appointed by the Board. The arbitrator shall set the rules of the arbitration. The arbitrator may, in its discretion, order parties to produce documents relevant to the dispute and may order written discovery and depositions (but with care to avoid burdensome discovery or depositions). The arbitrator shall endeavor to hold the arbitration at mutually convenient times and locations; provided, however, the arbitrator shall endeavor to complete the

arbitration within forty-five (45) days after appointment of the arbitrator. The parties shall bear their own attorneys' fees (if any) and share the arbitrator's fees equally; provided, however, the arbitrator may award costs, arbitrator's fees and attorneys' fees to the substantially prevailing party. The arbitrator's award shall be final, and judgment may be entered upon it in accordance with Applicable Law in any court having jurisdiction thereof

17.3.2.4 If the Claim is within the jurisdiction of the Small Claims Department of the Magistrate Division (currently, monetary claims for \$5,000 or less), order a Bound Parties to file such Claim exclusively therein;

17.3.2.5 Elect to exempt the Claim from this Section 17, at which time the Bound Parties are free to exercise any right or remedy in accordance with Applicable Law.

If the Board fails to notify the Bound Parties within thirty (30) days of its receipt of a request for assistance, the Board shall be deemed to have elected to exempt the Claim from this Section 17.

17.3.3 Enforcing Resolutions. If the Bound Parties resolve any Claim through mediation or arbitration pursuant to this Section 17 and any Bound Party thereafter fails to abide by the terms of such resolution (i.e., settlement agreement or arbitrator's award), then any other Bound Party may take any legal or other action to enforce such settlement agreement or arbitrator's award without the need to comply again with the procedures set forth in this Section 17. In such event, the Bound Party taking action to enforce the resolution shall be entitled to recover from any non-complying Bound Party all costs and attorneys' fees reasonably incurred in such enforcement.

SECTION 18 INITIAL DEVELOPMENT PERIOD

18.1 Project Management. Each Owner recognizes that the Project will require a high level of knowledge, effort, judgment, diligence, and attention during the Initial Development Period, and that level is beyond what can reasonably be expected from Project volunteers. Accordingly, each Owner agrees that it is in the best interest of the Project for Grantor to have full management authority for the Project during the Initial Development Period, including the sole and exclusive right to appoint, remove, and replace directors of the Board, and to fill vacancies on the Board, at any time and from time-to-time in Grantor's sole discretion by virtue of its voting rights as the Class B Member.

18.2 Grantor Exemptions. Grantor may, from time-to-time in Grantor's discretion and without first seeking or obtaining the approval of Association:

18.2.1 Make modifications or improvements to the Common Area as Grantor deems appropriate, and may also may modifications or improvements to any Unit prior to the conveyance thereof as Grantor deems appropriate;

18.2.2 Place or authorize signs of such size, design, and number as Grantor deems appropriate for the initial development of the Project, including signs to identify the Project, display information pertaining to the Project, display information or instructions to builders, advertise Condominiums for sale (including sale events and open houses), and to advertise Project elements or events;

18.2.3 Use or allow any third party to use any Condominium as a model home, sales office, or construction office;

18.2.4 Place or authorize portable or temporary structures upon the Common Area of the Project, and otherwise allow the Common Area to be used as a construction storage yard; and

18.2.5 Establish or reserve such additional covenants, conditions, restrictions, or easements on any Condominium prior to conveyance thereof as Grantor deems necessary or convenient for the development of the Condominium or Project.

18.3 Water Rights Appurtenant to Project. Grantor owns or may own certain water rights which are appurtenant to the Project. Grantor hereby reserves unto itself any and all water rights appurtenant to the Project, and Owners of any and all Condominiums accordingly shall have no right, title, or interest in any of said water or water rights.

18.4 Grantor's Exemption from Assessments. If Grantor owns any Condominiums during the first two (2) years following the date Assessments are first assessed against the Owners of Condominiums, Grantor shall not be assessed any Regular Assessments or Special Assessments for any Condominiums owned by Grantor. If Grantor owns at least one Condominium during such period, Grantor shall pay the shortfall, if any, in the operating Expenses of the Association; provided, however, such obligation shall not exceed the amount that the Regular Assessments and Special Assessments that Grantor would otherwise be assessed as an Owner multiplied by the total number of Condominiums owned by Grantor on the date Regular Assessments or Special Assessments are assessed against the Owners of Condominiums. After the foregoing period, Grantor shall be assessed Regular Assessments and Special Assessments for each Condominium owned by Grantor.

18.5 Assignment of Grantor's Rights. Grantor may assign any or all of its rights under the Condominium Documents to any Person in a written instrument(s) that contains the assignee's acceptance of such assignment and agreement to assume any of Grantor's obligations pertaining to the rights assigned, which acceptance and assumption shall be effective upon the recordation of such written instrument(s) recorded in the real property records of Blaine County, Idaho. Grantor shall promptly provide a copy of the recorded instrument to the Association and, thereupon, be released from Grantor's obligations pertaining to the rights assigned and the obligations assumed.

SECTION 19 TERM

The easements created by this Declaration shall be perpetual, subject only to extinguishment by the holders of such easements as provided by Applicable Law. The remainder of this Declaration shall for a period of thirty (30) years commencing on the Effective Date, unless earlier amended or terminated in accordance with Section 20.1, and thereafter shall be automatically extended for successive periods of ten (10) years each, unless earlier amended or terminated in accordance with Section 20.1.

SECTION 20 MISCELLANEOUS

20.1 Amendment.

20.1.1 Amendment. During the Initial Development Period, Grantor shall have the exclusive right to amend or terminate this Declaration by executing a written instrument setting forth such amendment or termination and the same shall be effective upon the recordation thereof with the Blaine County Recorder's Office. After the expiration of the Initial Development Period, any amendment to this Declaration or termination hereof shall be by a written instrument setting forth such amendment or termination, signed and acknowledged by the president and secretary of the Association certifying and attesting that such amendment or termination has been approved by the vote or written consent of Members representing more than sixty-five percent (65%) of the total voting power in the Association, and the same shall be effective upon the recordation thereof with the Blaine County Recorder's Office.

20.1.2 Effect of Amendment. Any amendment or termination of this Declaration approved in the manner specified above shall be binding on and effective as to all Owners notwithstanding that such Owners may not have voted for or consented to such amendment or termination. Such amendment may add to and increase the covenants, conditions, restrictions, and easements applicable to the Project but shall not prohibit or unreasonably interfere with the allowed uses of such Owner's Condominium which existed prior to the said amendment.

20.2 Mortgage Protection. Upon written request to the Association from any holder, insurer, or guarantor of any first Mortgage stating its name, address and the Unit number or address of the Unit on which it has its first Mortgage, said holder, insurer, or guarantor of a first Mortgage encumbering a Unit shall be entitled to notice of the following:

20.2.1 Any condemnation or casualty loss that affects either a material portion of a Building or a Unit encumbered by such first Mortgage;

20.2.2 Any sixty (60) day delinquency in the payment of Assessments or charges owed by the Owner of any Unit on which it holds a first Mortgage;

20.2.3 A lapse, cancellation, or material modification of any insurance policy maintained by the Association; and

20.2.4 Any proposed action that requires the consent of a specified percentage of eligible Mortgage holders.

20.3 Enforcement and Non-Waiver.

20.3.1 Right of Enforcement. Except as otherwise provided herein, any Owner, the Association, and Grantor shall each have the right to enforce any or all of the provisions of this Declaration against any Condominium or any part or portion of the Project and against the Owners thereof. The failure of any Owner or Occupant to comply with Applicable Law pertaining to the ownership, use, or occupancy of any Condominium or other portion of the Project, or to comply with any provision of the Condominium Documents, is hereby declared a nuisance and gives rise to a cause of action (subject to Section 17) in Grantor, the Association (on its own and/or on behalf

of any consenting Owners) and any affected Owner for recovery of damages or for negative or affirmative injunctive relief or both enforce the provisions hereof only as set forth in this Declaration. Each remedy provided herein is cumulative and not exclusive. If any party initiates or defends any legal action or proceeding to interpret or enforce any of the terms of this Declaration, the substantially prevailing party shall be entitled to recover any costs and attorneys' fees reasonably incurred therein

20.3.2 Non-Waiver. Failure of the Grantor or the Board to insist upon strict compliance with this Declaration or other Condominium Documents, or to exercise any right contained in such documents, or to serve any notice or to institute any action, shall not be construed as a waiver or a relinquishment of the right to insist on compliance in the future with any term, covenant, condition or restriction. The receipt by the Board of payment of an Assessment from an Owner, with knowledge of a breach by the Owner, shall not be a waiver of the breach. No waiver by the Board of any requirement shall be effective unless expressed in writing and signed for by the Board.

20.4 Registration of Mailing Address. Each Owner shall register such Owner's email address mailing address with the Association and all notices or demands intended to be served upon any Owner shall be sent by United States Mail postage prepaid, addressed in the name of the Owner at such registered mailing address. If an Owner fails to provide the Association with a valid address, all notices shall be sent to that Owner's address on record with the Blaine County Assessor's office. All notices or demands intended to be served upon the Association shall be given by registered or certified mail, postage prepaid, to the address of the Association's registered agent on file with the Idaho Secretary of State. All notices or demands to be served on Mortgagees pursuant hereto shall be sent by either registered or certified mail, postage prepaid, addressed in the name of the Mortgagee at such address as the Mortgagee may have furnished to the Association in writing. Unless the Mortgagee furnishes the Association such address, the Mortgagee shall not be entitled to receive any of the notices provided for in this Declaration. Any notice referred to in this Section shall be deemed given when deposited in the United States mail in the form provided for in this Section.

20.5 Interpretation. The provisions of this Declaration shall be liberally construed to effectuate its purpose of creating a uniform plan for the development and operation of the Project. This Declaration shall be construed and governed under the laws of the State of Idaho without regard to its conflicts of law principles, and the following:

20.5.1 Restrictions Construed Together. All of the provisions hereof shall be liberally construed together to promote and effectuate the fundamental concepts of the development of the Project as set forth in the recitals to this Declaration.

20.5.2 Restrictions Severable. Notwithstanding the provisions of the foregoing Section 20.5.1, each of the provisions of this Declaration shall be deemed independent and severable, and the invalidity or partial invalidity of any provision or portion thereof shall not affect the validity or enforceability of any other provision herein.

20.5.3 Singular Includes Plural. Unless the context requires a contrary construction, the singular shall include the plural and the plural the singular; and the masculine,

feminine or neuter shall each include the masculine, feminine and neuter. As used herein, the word “including” shall be deemed to be followed by “but not limited to” unless otherwise indicated.

20.5.4 Captions. All captions, titles and the table of contents used in this Declaration are intended solely for convenience of reference and shall not affect that which is set forth in any of the provisions hereof.

20.5.5 Board Interpretation. In the event that any provision of this Declaration is deemed ambiguous on any matter, the Board’s interpretation such provision shall be given deference so long as the interpretation is not arbitrary or capricious.

20.6 Owner’s Obligations Continue. All obligations of the Owner under and by virtue of the provisions contained in this Declaration shall continue, notwithstanding that such Owner may have leased, rented or entered a contract of sale of his interest as provided herein, but the Owner of a Condominium shall have no obligation for Assessments or other obligations accruing after the Owner conveys such Condominium.

20.7 Exhibits. All exhibits attached hereto are incorporated herein as if set forth in full herein. However, in the event of any conflict between such exhibits and the text of the Declaration, the Declaration shall control.

20.8 Acknowledgement and Waivers. All Owners expressly acknowledge that there are no understandings, representations, warranties or promises of any kind that have been made to induce the Owners from owning Units in the Project except as set forth in this Declaration or any other written valid and binding agreement between the Grantor and the Owners, that this Declaration or any other written valid and binding agreement (including without limitation the other Condominium Documents) between the Grantor and the Owners sets forth in full the entire agreement between the parties and governing the Project, and the Owners have not relied on any verbal agreement, statement, representation, warranty or other promises that is not expressed in writing in this Declaration or any other written valid and binding agreement between the Grantor and the Owners. Except as may be set forth in any written agreement between Owner and Grantor, each Owner has acquired and accepted its Condominium Unit “as is, where is” with all faults.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK; SIGNATURE PAGE FOLLOWS.]

IN WITNESS WHEREOF, Grantor has executed this Declaration effective as of the Effective Date.

GRANTOR:

131 E Sun Valley Rd. LLC,
an Idaho limited liability company

By: Galena Peak Partners LLC,
an Idaho limited liability company

Its: Manager

By: _____

Name: Reid Sanborn

Its: Sole Member

STATE OF IDAHO)
) ss.
County of Blaine)

This record was acknowledged before me on _____, 2024, by Reid Sanborn, as Sole Member of Galena Peak Partners LLC, the Manager of 131 E Sun Valley Rd. LLC.

Notary Public for _____

Residing at: _____

My commission expires: _____

EXHIBIT A

Legal Description of the Property

A parcel of land located within Section 18, T.4N., R.18E., B.M., City of Ketchum, Blaine County, Idaho, more particularly described as follows:

LOT 8, BLOCK 37, KETCHUM TOWNSITE

EXHIBIT B

Articles of Incorporation

EXHIBIT C

Proportionate Interest in Common Area

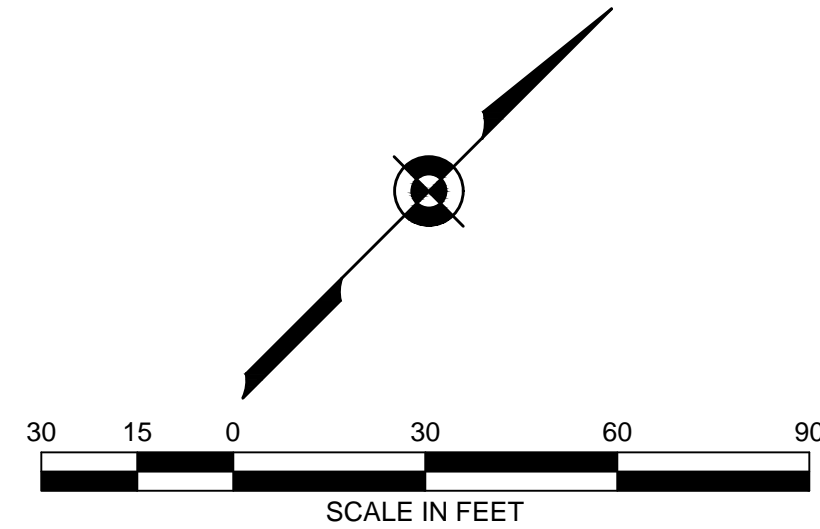
<u>Unit #</u>	<u>S.F.</u>	<u>% Ownership in Common Area</u>
Unit 1	1,813	20%
Unit 2	1,818	20%
Unit 3	1,779	20%
Unit 4	1,812	20%
Unit 5	1,762	20%
Total	8,984	100.00%

Attachment 2

First Chair Building Condominium Subdivision Final Plat

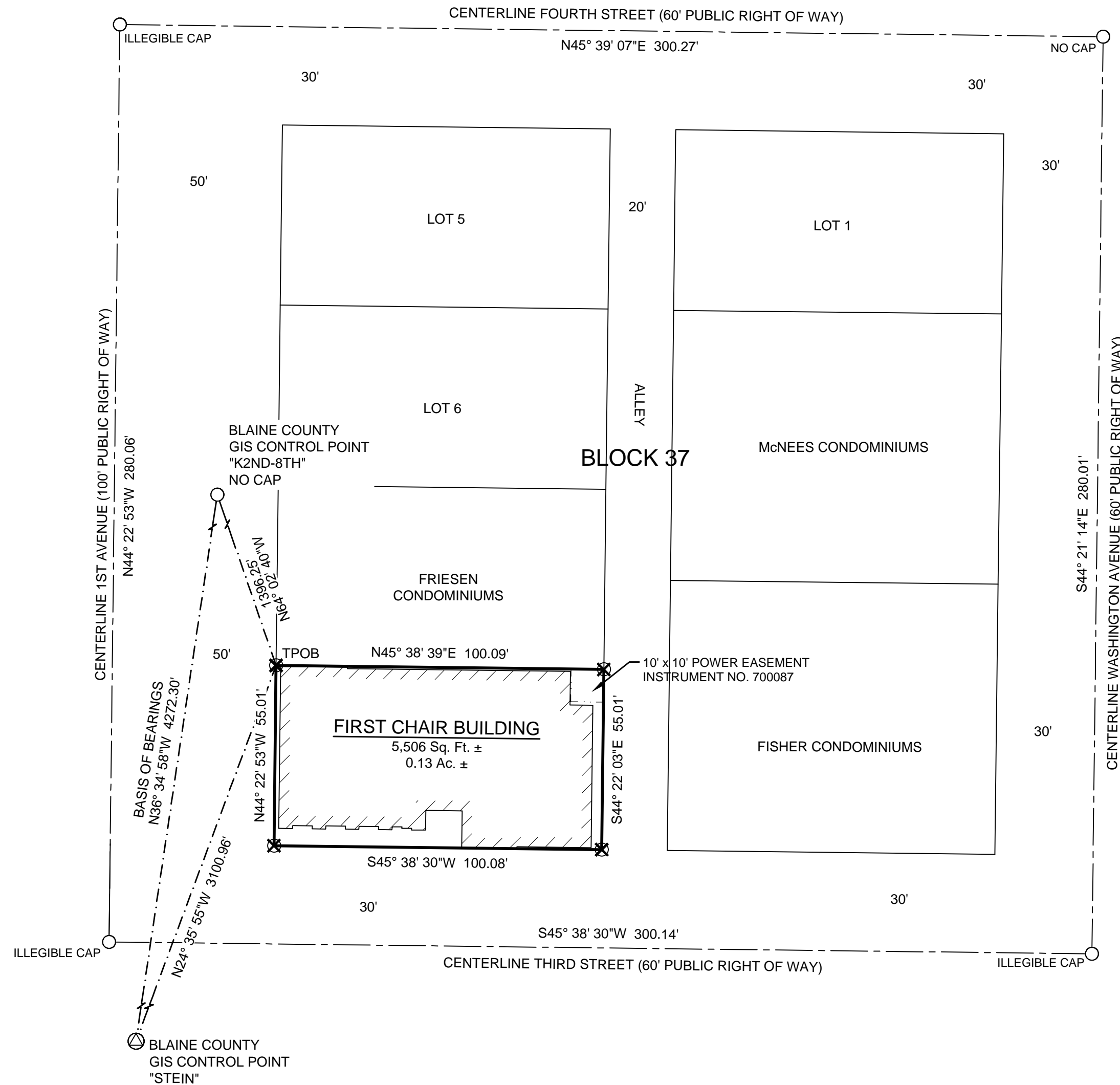
A CONDOMINIUM PLAT SHOWING FIRST CHAIR BUILDING

A CONDOMINIUM SUBDIVISION OF LOT 8, BLOCK 37, KETCHUM TOWNSITE
LOCATED WITHIN SECTION 18, T.4N., R.18E., B.M., CITY OF KETCHUM, BLAINE COUNTY, IDAHO
JUNE 2024



LEGEND

- Property Line
- Adjoiner's Lot Line
- Centerline of Right-of-Way
- Easement Line, size and type as noted
- Blaine County GIS Tie
- Exterior Building Footprint
- Found Aluminum Cap on 5/8" Rebar
- Found 5/8" Rebar, marked as noted
- Set 1"Ø Brass Survey Marker, PLS 22869



SURVEY NARRATIVE & NOTES

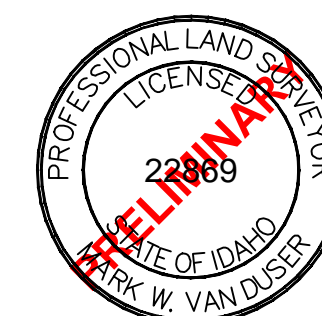
1. The purpose of this survey is to create a condominium subdivision within Lot 8, Block 37, Ketchum Townsite. The boundary shown is based on found centerline monuments. All found monuments have been accepted. Set monument locations are per block breakdown and proportioning record distances.
2. Documents used in the course of this survey:
 - a. Plat of the Village of Ketchum, Instrument No. 302967.
 - b. Lot Book Guarantee by Stewart Title Guaranty Company, File No.24505522, May 9, 2024.
 - c. Warranty Deed, Instrument No. 684103.
3. In interpreting the Declaration, Plat or Plats, and Deeds, the existing physical boundaries of the unit as originally constructed, or reconstructed in lieu thereof, shall be conclusively presumed to be its boundaries rather than the metes and bounds expressed or depicted in the declaration, plat or plats, and/or deeds, regardless of settling or lateral movement of the building and regardless of minor variances between boundaries shown in the declaration, plat or plats, and/or deeds, and the actual boundaries of the units in the buildings.
4. Dimensions shown hereon will be subject to slight variations, owing to normal construction tolerances.
5. Horizontal or sloping planes shown hereon are top of finished subfloor and bottom of finished ceiling; vertical planes are finished surfaces of interior walls. Some structural members extend into units, limited common areas and parking spaces.
6. Property shown hereon is subject to terms, provisions, covenants, conditions, restrictions, easements, charges, assessments and liens provided by applicable Condominium Law or the Condominium Declaration recorded under Instrument No. _____, records of Blaine County, Idaho. Consult the Condominium Declarations for the definition of common and limited common area.
7. All area outside of units that is not designated as "limited common area", is common area. Areas of "common" or "limited common" are shown by diagram.
8. Building ties are to the interior corners of unit walls.
9. Utility easements necessary to allow for access and maintenance of utilities serving units other than the unit they are located in are hereby granted by this plat.
10. Elevations shown hereon are referenced to NAVD 88 datum.
11. This development is subject to the FAR Exceedance Agreement recorded as Instrument No. 697318.
12. The Right-of-Way Encroachment Agreement was recorded as Instrument No. 697036.

HEALTH CERTIFICATE

Sanitary restrictions as required by Idaho Code Title 50, Chapter 13, have been satisfied. Sanitary restrictions may be reimposed, in accordance with Idaho Code Title 50, Chapter 13, Section 50-1326, by the issuance of a certificate of disapproval.

Dated: _____

South Central Public Health District, REHS

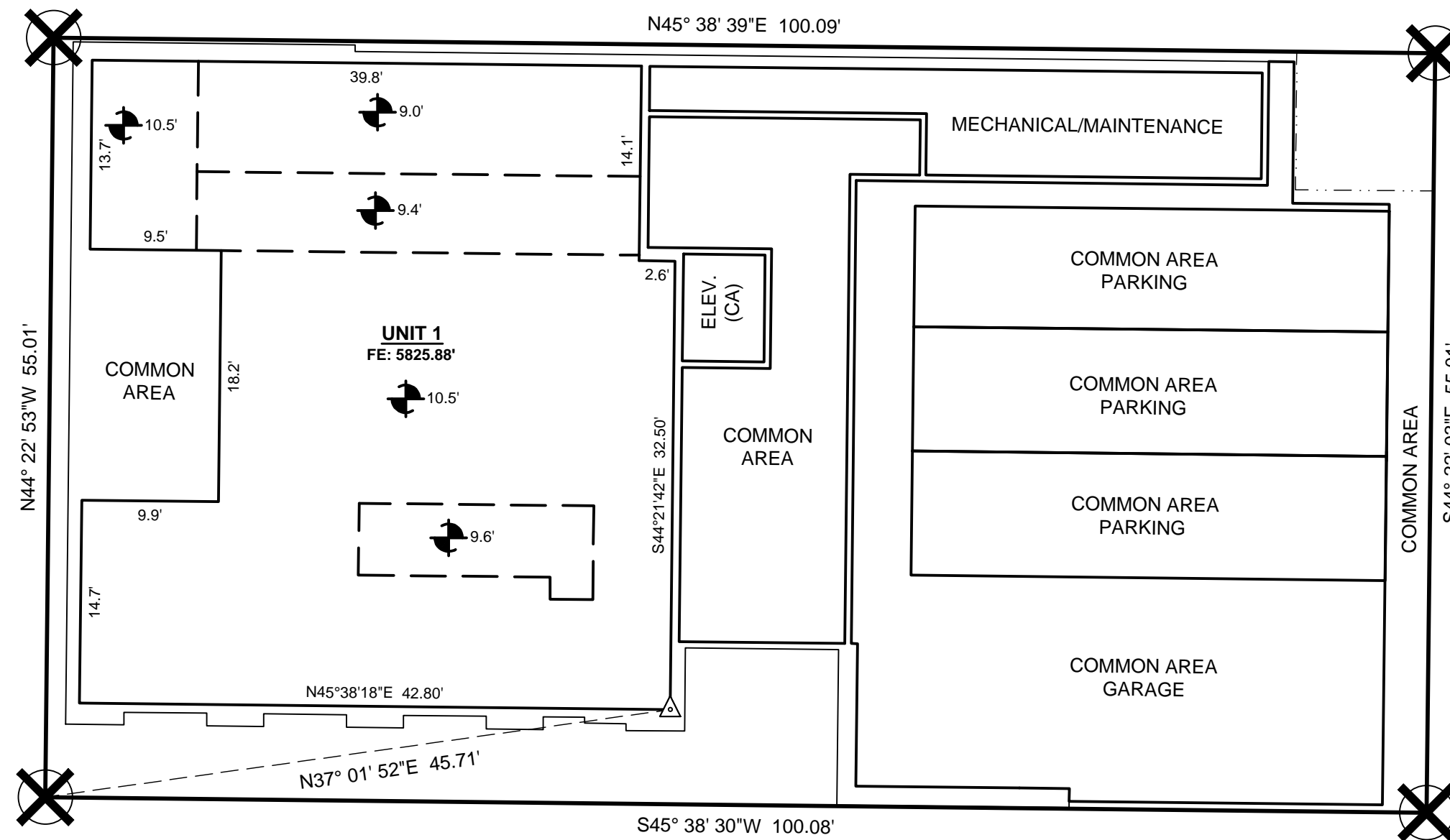


FIRST CHAIR BUILDING
GALENA-BENCHMARK ENGINEERING
KETCHUM, IDAHO

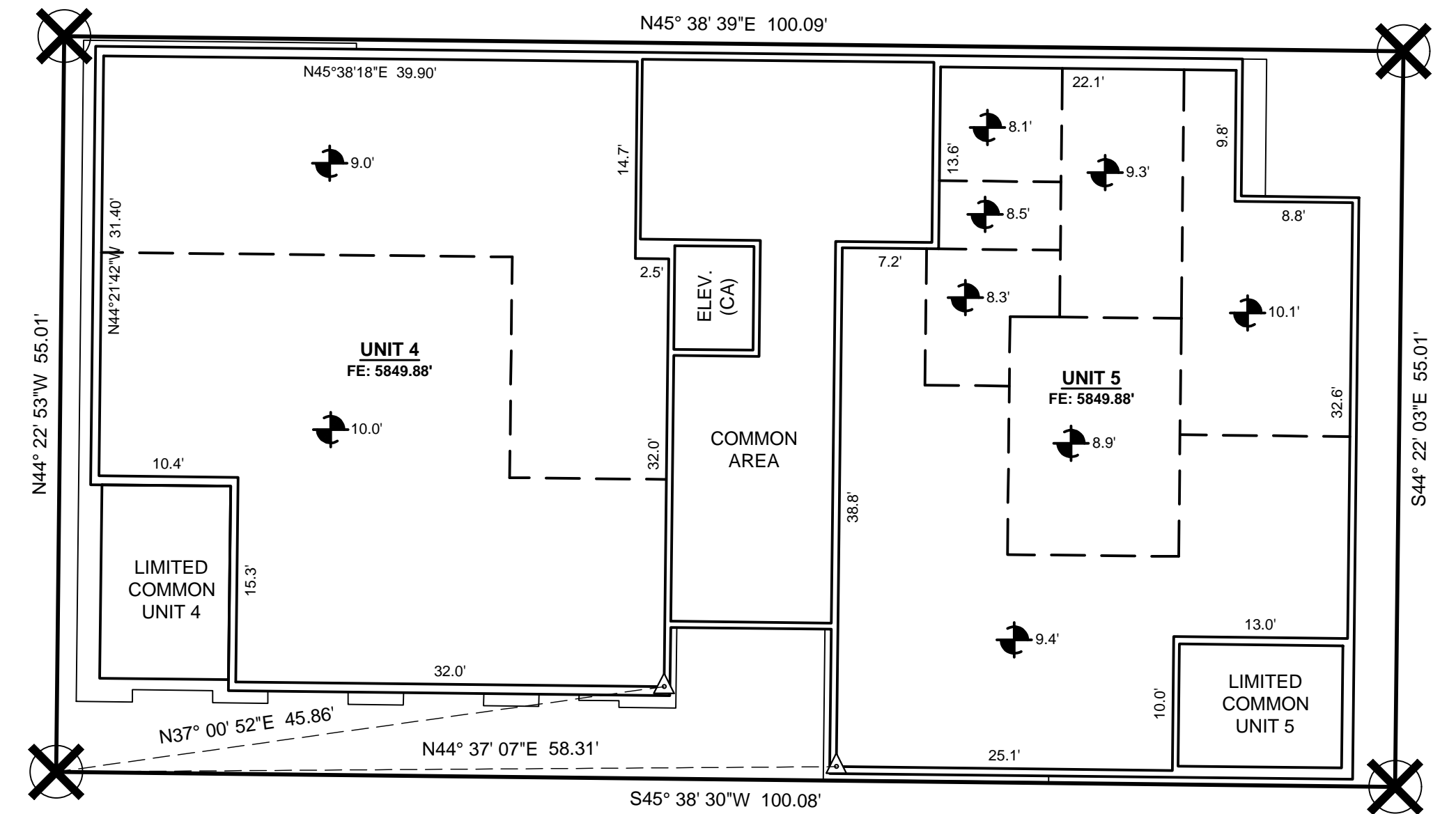
SHEET 1 OF 4
Job No. 8242-01

A CONDOMINIUM PLAT SHOWING FIRST CHAIR BUILDING

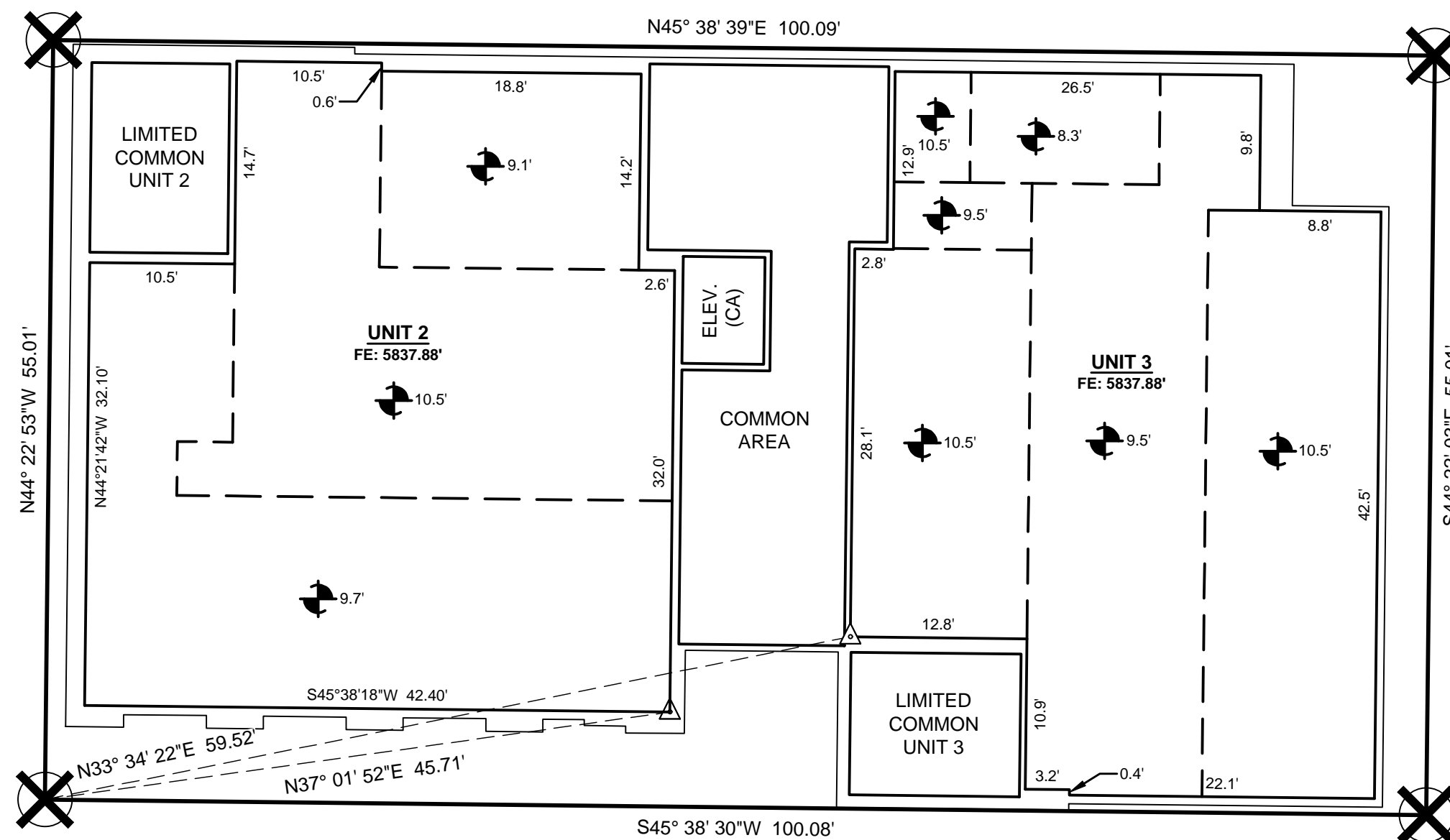
JUNE 2024



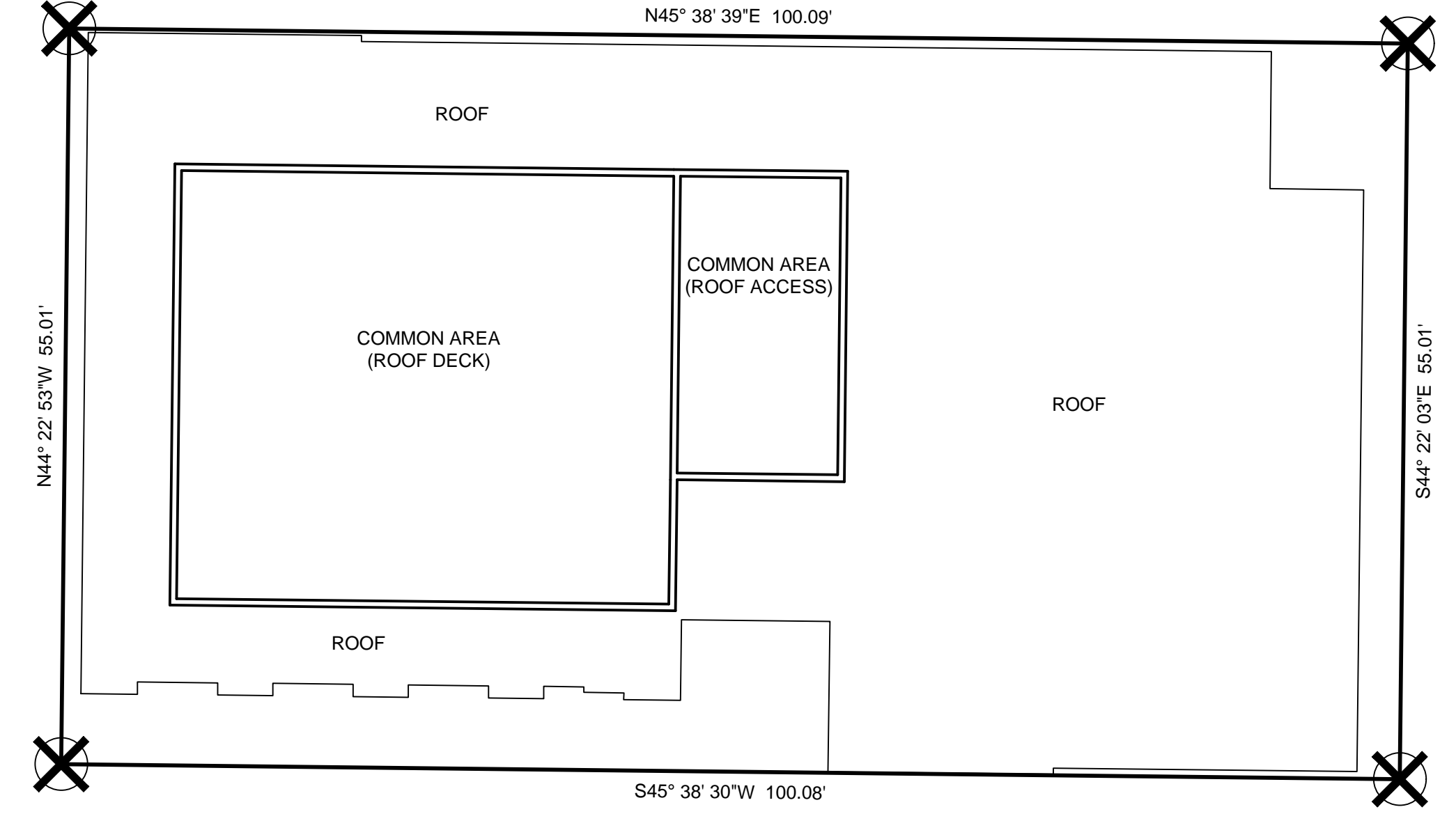
1ST FLOOR



3RD FLOOR



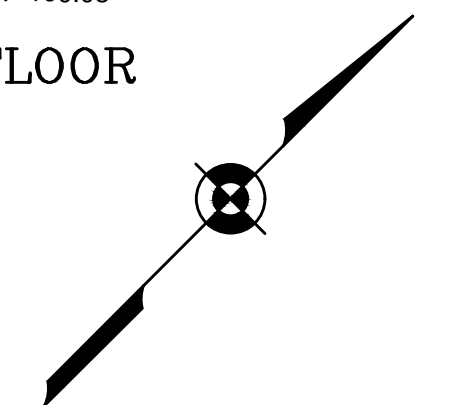
2ND FLOOR



ROOF

LEGEND

- Property Line
- Unit Boundary
- Building Footprint
- Survey Tie Line
- Set 1"Ø Brass Survey Marker, P.L.S. 22869
- Calculated Point, Nothing Set
- FE Floor Elevation
- 9.0', typ. Ceiling Elevation
- CA Common Area



SCALE: 1" = 10'

FIRST CHAIR BUILDING

GALENA-BENCHMARK ENGINEERING
KETCHUM, IDAHO

SHEET 2 OF 4
Job No. 8242-01

A CONDOMINIUM PLAT SHOWING
FIRST CHAIR BUILDING
JUNE 2024

CERTIFICATE OF OWNERSHIP

THIS IS TO CERTIFY that the undersigned is the owner in fee simple of Real Property Described as follows:

A parcel of land located within Section 18, T.4N., R.18E., B.M., City of Ketchum, Blaine County, Idaho, and more particularly described as follows:

Lot 8, Block 37, of the VILLAGE OF KETCHUM, BLAINE COUNTY, IDAHO, according to the official plat thereof, recorded as Instrument No. 302967, records of Blaine County, Idaho.

The easements shown heron are not dedicated to the public, but the right to use said easements for the intended purposes is hereby reserved. No structures other than for such utility and other designated uses are to be erected within the lines of said easements.

It is their intention to create a project including said Real Property in this condominium plat. The Owner hereby certifies that they consent to the recordation of documents pursuant to Chapter 15, Title 55 of Idaho Code and that this plat complies with Idaho Code 50-1334. I do hereby certify that the condominium project described in this plat will be eligible to receive domestic water service from an existing water distribution system and that the City of Ketchum has agreed in writing to serve the condominium project shown on this plat.

The undersigned hereby certifies, to the extent required, the notification and/or approval of the foregoing plat by any holders of recorded security interest in and to the real property described above.

IN WITNESS WHEREOF, I have hereunto set my hand.

131 E Sun Valley Rd LLC, an Idaho limited liability company

By: _____
Reid Sanburn, Manager

ACKNOWLEDGMENT

STATE OF _____ }
COUNTY OF _____ } ss

On this _____ day of _____, 2024, before me, a Notary Public in and for said State, personally appeared _____, known or identified to me to be the _____ of the limited liability company that executed the foregoing instrument, and acknowledged to me that such limited liability company executed the same.

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

Notary Public in and for said State
Residing in _____
My Commission Expires _____

FIRST CHAIR BUILDING
GALENA-BENCHMARK ENGINEERING
KETCHUM, IDAHO

SHEET 3 OF 4
Job No. 8242-01

A CONDOMINIUM PLAT SHOWING
FIRST CHAIR BUILDING
JUNE 2024

SURVEYOR'S CERTIFICATE

I, Mark W. Van Duser, a duly Registered Professional Land Surveyor in the State of Idaho, do hereby certify that this is a true and accurate map of the land surveyed under my direct supervision in accordance with the State of Idaho Code relating to plats and surveys.

MARK W. VAN DUSER, P.L.S. #22869



COUNTY SURVEYOR'S APPROVAL

This is to certify that I, SAM YOUNG, County Surveyor for Blaine County, Idaho, have checked the foregoing plat and computations for making the same and have determined that they comply with the laws of the State of Idaho relating thereto.

BLAINE COUNTY SURVEYOR

DATE

BLAINE COUNTY TREASURER'S CERTIFICATE

On this ____ day of _____, 20____, the foregoing plat was approved and accepted by the Blaine County Treasurer, Blaine County, Idaho.

By: _____

KETCHUM CITY COUNCIL CERTIFICATE

I, the undersigned, City Clerk in and for the City of Ketchum, Blaine County, Idaho do hereby certify that at a regular meeting of the City Council held on the ____ day of _____, 2024, this plat was duly accepted and approved.

TRENT DONAT, City Clerk

CITY ENGINEER'S CERTIFICATE

I, the undersigned, City Engineer in and for the City of Ketchum, Blaine County, Idaho do hereby approve this plat on this ____ day of _____, 2024, and certify that it is in accordance with the City of Ketchum subdivision ordinance.

ROBYN MATTISON, City Engineer

CITY PLANNER'S CERTIFICATE

I, the undersigned, Planner in and for the City of Ketchum, Blaine County, Idaho do hereby approve this plat on this ____ day of _____, 2024, and certify that it is in accordance with the City of Ketchum subdivision ordinance.

By: _____

BLAINE COUNTY RECORDER'S CERTIFICATE

FIRST CHAIR BUILDING

GALENA-BENCHMARK ENGINEERING
KETCHUM, IDAHO

SHEET 4 OF 4
Job No. 8242-01

Attachment 3

Draft

Findings of Fact, Conclusions of
Law, and Decision



City of Ketchum
Planning & Building

IN RE:)
)
 First Chari Building) KETCHUM CITY COUNCIL
 Condominium Subdivision Final Plat) FINDINGS OF FACT, CONCLUSIONS OF LAW, AND
 Date: July 1, 2024) DECISION
)
 File Number: P24-049)

PROJECT: First Chair Building Condominium Subdivision Final Plat

APPLICATION TYPE: Condominium Subdivision – Final Plat

FILE NUMBER: P24-049

ASSOCIATED APPLICATIONS: Design Review P21-100, Condominium Subdivision Preliminary Plat P22-019, Building Permit B22-069

ASSOCIATED AGREEMENTS: ROW Encroachment Agreement 22806, FAR Exceedance Agreement 22808

PROPERTY OWNER: 131 E Sun Valley Road LLC

REPRESENTATIVE: David Patrie, Galena-Benchmark Engineering

LOCATION: 131 E Sun Valley Road (Ketchum Townsite: Block 37: Lot 8)

ZONING: Mixed-Use Subdistrict of the Community Core (CC-2 Zone)

OVERLAY: None

NOTICE: A public hearing was conducted for the condominium preliminary plat approval. Public hearings are not required for condominium final plat applications; therefore, no public hearing was scheduled for the application.

RECORD OF PROCEEDINGS

The City of Ketchum received the application for the condominium final plat on June 3, 2024. The application was deemed complete on June 21, 2024. City departments conducted a thorough review of the application. Per the conditions of approval for the condominium preliminary plat, all conditions of the Design Review approval and preliminary plat must be met prior to approval of the final plat. As of the date of these findings, all conditions have been met and all department comments have been addressed satisfactorily through applicant revision of project plans or conditions of approval.

The Ketchum City Council reviewed the Condominium Subdivision Final Plat Application File No. P24-049 at their meeting on July 1, 2024. After considering staff's analysis and the application materials, the City Council approved the subdivision final plat application unanimously.

BACKGROUND

The applicant is nearing completion on the construction of a new 10,932 gross-square-foot, three-story commercial office building located at the northeast corner of 1st Avenue and Sun Valley Road within the Mixed-Use Subdistrict of the Community Core (CC-2 Zone). The Planning and Zoning Commission reviewed and approved Design Review Application File No. P21-100 and Condominium Subdivision Preliminary Plat Application File No. P22-019 for the new commercial development on May 24, 2022. The Ketchum City Council approved the preliminary plat on July 5, 2022. The project was issued Building Permit B22-069 on October 25, 2022 and construction is nearing completion.

The condominium subdivision final plat application will subdivide the office building into five condominium units for business tenants. Pursuant to Ketchum Municipal Code §16.04.070, final plat applications for condominium subdivisions, "shall not be filed, received, and processed until a framing inspection has been passed for the project." The framing inspection for the project was passed on May 2, 2024.

During city department review, staff reviewed the condominium subdivision final plat application for conformance with the procedures for subdivision approval (Ketchum Municipal Code §16.04.030), subdivision development and design standards (Ketchum Municipal Code §16.04.040), and condominium requirements (Ketchum Municipal Code §16.04.070). Certain standards are not applicable for one of the following reasons:

- The standard applies to the establishment of new subdivisions creating multiple new lots that will form blocks around new streets, and not the subject property, which is comprised of three existing platted lots within the original Ketchum townsite.
- The standard applies to an action that will be taken at the final plat stage of the process.
- The City Engineer has determined that the standard does not apply.

The proposed condominium final plat application complies with all applicable subdivision requirements and standards.

FINDINGS OF FACT

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

FINDINGS REGARDING COMPLIANCE WITH CONDOMINIUM SUBDIVISION REQUIREMENTS

Condominium Plat Requirements				
Compliant				
Yes	No	N/A	City Code	Standards
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.070.B	The subdivider of the condominium project shall submit with the preliminary plat application a copy of the proposed bylaws and condominium declarations of the proposed condominium development. Said documents shall adequately provide for the control and maintenance of all common areas, recreational facilities and open space.
			<i>Findings</i>	<i>The applicant provided a draft copy of the articles of incorporation, bylaws, and declarations with the application submittal.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.070.D	All garages shall be designated on the preliminary and final plats and on all deeds as part of the particular condominium units. No garage may be condominiumized or sold separate from a condominium unit.
			<i>Findings</i>	<i>The First Chair Building does not include any attached or detached garages. Seven on-site parking spaces are provided within the semi-enclosed surface parking area and designated as common area on sheet 2 of the final plat.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.070.E	Adequate storage areas shall be provided for boats, campers and trailers, as well as adequate interior storage space for personal property of the resident of each condominium unit.
			<i>Findings</i>	<i>N/A this standard does not apply to this commercial development as the office building does not contain any residential units.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.070.F	A maintenance building or room shall be provided of adequate size and location for the type and size of the condominium project for storage of maintenance equipment and supplies for common areas.
			<i>Findings</i>	<i>As shown on sheet 2 of the final plat, a 209-square-foot maintenance and mechanical room has been provided on the ground floor of the office building. This room will accommodate mechanical equipment as well as storage for maintenance equipment and supplies for common areas.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.070.G	The subdivider shall dedicate to the common use of the homeowners adequate open space of such shape and area usable and convenient to the residents of the condominium subdivision. Location of building sites and common area shall maximize privacy and solar access.
			<i>Findings</i>	<i>N/A this standard does not apply to this commercial development as no dwelling units are proposed.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.070.H	All other provisions of this chapter and all applicable ordinances, rules and regulations of the city and all other governmental entities having jurisdiction shall be complied with by condominium subdivisions.
			<i>Findings</i>	<i>The project has been reviewed for compliance with the city's subdivision standards and all applicable ordinances. The project complies with all applicable city ordinances, rules, and regulations.</i>

FINDINGS REGARDING COMPLIANCE WITH SUBDIVISION FINAL PLAT REQUIREMENTS

Final Plat Requirements					
Compliant					
Yes	No	N/A	City Code	City Standards	
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.K.1	Point of beginning of subdivision description tied to at least two governmental survey corners, or in lieu of government survey corners, to monuments recognized by the City Engineer.	
			<i>Findings</i>	<i>The point of beginning of the subdivision description is tied to two governmental survey corners—Blaine County GIS Control “K2nd-8th” and “Stein” as shown on sheet 1 of the Final Plat.</i>	
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.K.2	Location and description of monuments.	
			<i>Findings</i>	<i>The location and description of monuments are provided on sheet 1 of the Final Plat.</i>	
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.K.3	Tract boundary lines, property lines, lot lines, street right-of-way lines and centerlines, other rights-of-way and easement lines, building envelopes as required on the preliminary plat, lot area of each lot, boundaries of floodplain and floodway and avalanche district, all with bearings, accurate dimensions in feet and decimals, in degrees and minutes and radii, arcs, central angles, tangents and chord lengths of all curves to the above accuracy.	
			<i>Findings</i>	<i>The final plat shows the location and lot lines for the master/parent lot and the boundaries of each condominium unit. No new streets or blocks are proposed with this application. The property is not located within the floodplain, floodway, mountain overlay, or avalanche districts. All other bearings and dimensions have been reviewed by the City Engineer for accuracy.</i>	
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.K.4	Names and locations of all adjoining subdivisions.	
			<i>Findings</i>	<i>Sheet 1 of the final plat shows the boundary lines of adjacent Friesen Condominiums to the north and the Fisher and McNees condominium buildings to the east across the alley.</i>	
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.K.5	Name and right-of-way width of each street and other public rights-of-way.	
			<i>Findings</i>	<i>No new streets or other public rights-of-way are proposed with this project. Sheet 1 of the final plat shows the location and widths of adjacent existing street and alley right-of-way lines, including 1st Avenue, Sun Valley Road (Third Street), Washington Avenue, and the block 37 alleyway.</i>	
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.K.6	Location, dimension and purpose of all easements, public or private.	

			<i>Findings</i>	Sheet 1 of the final plat shows the location and dimensions of the Idaho Power Easement (Instrument No. 700087) at the northeast corner of the property.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.030.K.7	The blocks numbered consecutively throughout each block.
			<i>Findings</i>	No new blocks are created with this condominium subdivision final plat application.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.030.K.8	The outline of any property, other than a street, alley or easement, which is offered for dedication to public use, fully dimensioned by distances and bearings with the area marked "Dedicated to the City of Ketchum for Public Use", together with any other descriptive language with regard to the precise nature of the use of the land so dedicated.
			<i>Findings</i>	N/A as no dedications have been required or proposed for this condominium subdivision.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.K.9	The title, which shall include the name of the subdivision, the name of the City, if appropriate, county and state, and the location and description of the subdivision referenced to section, township, range.
			<i>Findings</i>	As shown on Sheet 1 of the final plat, the plat is titled "First Chair Building" which is not the same as any other subdivision in Blaine County, Idaho.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.K.10	Scale, north arrow and date.
			<i>Findings</i>	The scale, north arrow, and date are included on sheet 1 of the final plat.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.K.11	Location, width, and names of all existing or dedicated streets and other public ways within or adjacent to the proposed subdivision.
			<i>Findings</i>	Sheet 1 of the final plat shows the location and widths of adjacent existing street and alley right-of-way lines, including 1st Avenue, Sun Valley Road (Third Street), Washington Avenue, and the block 37 alleyway.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.K.12	A plat note provision referencing the County Recorder's instrument number where the condominium declaration(s) and/or articles of incorporation of homeowners' association governing the subdivision are recorded.
			<i>Findings</i>	Plat noe6 on sheet 1 of the final plat references the Condominium Declaration for the First Chair Building condominium subdivision. The applicant provided a draft copy of the articles of incorporation, bylaws, and declarations with the application submittal.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.K.13	Certificate by a registered professional land surveyor making the plat certifying the correctness of the plat.
			<i>Findings</i>	Sheet 4 of the final plat includes the required Surveyor's Certificate.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.K.14	A current title report of all property contained within the plat shall be provided to the City and used, in part, as the basis for the dedication of easements and encumbrances on the property.

			<i>Findings</i>	<i>A lot book guarantee issued by Stewart Title Guaranty Company dated May 9, 2024 was used to prepare the final plat map and submitted with the final plat application.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.K.15	Certification of owner(s) of record and all holders of security interest(s) of record with regard to such property.
			<i>Findings</i>	<i>Sheet 3 of the final plat includes a certificate of ownership and associated acknowledgement from all owners and holders of security interest with regard to the subject property.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.K.16	Certification and signature of the City Engineer verifying that the subdivision and design standards meet all City requirements.
			<i>Findings</i>	<i>Sheet 4 of the Final Plat includes the City Engineer's Certificate.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.K.17	Certification and signature of the City Clerk of the City of Ketchum verifying that the subdivision has been approved by the council.
			<i>Findings</i>	<i>Sheet 4 of the final plat includes the certification and signature of the City Clerk verifying the subdivision has been approved by the City Council.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.030.K.18	Notation of any additional restrictions imposed by the council on the development of such subdivision to provide for the public health, safety and welfare.
			<i>Findings</i>	<i>N/A as no restrictions were imposed by the Ketchum City Council during their review of the preliminary plat application.</i>

FINDINGS REGARDING COMPLIANCE WITH SUBDIVISION DEVELOPMENT & DESIGN STANDARDS

Subdivision Development & Design Standards (Ketchum Municipal Code §16.04.040)				
Compliant			City Code	City Standards
Yes	No	N/A		
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.040.A	Required Improvements: The improvements set forth in this section shall be shown on the preliminary plat and installed prior to approval of the final plat. Construction design plans shall be submitted and approved by the city engineer. All such improvements shall be in accordance with the comprehensive plan and constructed in compliance with construction standard specifications adopted by the city. Existing natural features which enhance the attractiveness of the subdivision and community, such as mature trees, watercourses, rock outcroppings, established shrub masses and historic areas, shall be preserved through design of the subdivision.
			<i>Findings</i>	<i>The project plans submitted with Design Review P21-100 and Building Permit B22-069 show the proposed utility, drainage, and right-of-way improvements proposed for the project, which have been reviewed and approved by all City Departments, including the City Engineer.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.040.B	Improvement Plans: Prior to approval of final plat by the commission, the subdivider shall file two (2) copies with the city engineer, and the city engineer shall approve construction plans for all improvements required

				in the proposed subdivision. Such plans shall be prepared by a civil engineer licensed in the state.
			<i>Findings</i>	<i>All improvements were reviewed and approved at the time of building permit issuance. No additional approvals are required at this time.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.040.C	Prior to final plat approval, the subdivider shall have previously constructed all required improvements and secured a certificate of completion from the city engineer. However, in cases where the required improvements cannot be constructed due to weather conditions or other factors beyond the control of the subdivider, the city council may accept, in lieu of any or all of the required improvements, a performance bond filed with the city clerk to ensure actual construction of the required improvements as submitted and approved. Such performance bond shall be issued in an amount not less than one hundred fifty percent (150%) of the estimated costs of improvements as determined by the city engineer. In the event the improvements are not constructed within the time allowed by the city council (which shall be one year or less, depending upon the individual circumstances), the council may order the improvements installed at the expense of the subdivider and the surety. In the event the cost of installing the required improvements exceeds the amount of the bond, the subdivider shall be liable to the city for additional costs. The amount that the cost of installing the required improvements exceeds the amount of the performance bond shall automatically become a lien upon any and all property within the subdivision owned by the owner and/or subdivider.
			<i>Findings</i>	<i>All improvements were reviewed and approved at the time of building permit issuance. No additional approvals are required at this time.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.040.D	As Built Drawing: Prior to acceptance by the city council of any improvements installed by the subdivider, two (2) sets of as built plans and specifications, certified by the subdivider's engineer, shall be filed with the city engineer. Within ten (10) days after completion of improvements and submission of as built drawings, the city engineer shall certify the completion of the improvements and the acceptance of the improvements, and shall submit a copy of such certification to the administrator and the subdivider. If a performance bond has been filed, the administrator shall forward a copy of the certification to the city clerk. Thereafter, the city clerk shall release the performance bond upon application by the subdivider.
			<i>Findings</i>	<i>All improvements were reviewed and approved at the time of building permit issuance. No additional approvals are required at this time.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.040.E	Monumentation: Following completion of construction of the required improvements and prior to certification of completion by the city engineer, certain land survey monuments shall be reset or verified by the subdivider's engineer or surveyor to still be in place. These monuments shall have the size, shape, and type of material as shown on the subdivision plat. The monuments shall be located as follows: 1. All angle points in the exterior boundary of the plat.

				<p>2. All street intersections, points within and adjacent to the final plat.</p> <p>3. All street corner lines ending at boundary line of final plat.</p> <p>4. All angle points and points of curves on all streets.</p> <p>5. The point of beginning of the subdivision plat description.</p>
			<i>Findings</i>	<i>All monuments have been found and placed per these requirements.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.F	<p>Lot Requirements:</p> <p>1. Lot size, width, depth, shape and orientation and minimum building setback lines shall be in compliance with the zoning district in which the property is located and compatible with the location of the subdivision and the type of development, and preserve solar access to adjacent properties and buildings.</p> <p>2. Whenever a proposed subdivision contains lot(s), in whole or in part, within the floodplain, or which contains land with a slope in excess of twenty five percent (25%), based upon natural contours, or creates corner lots at the intersection of two (2) or more streets, building envelopes shall be shown for the lot(s) so affected on the preliminary and final plats. The building envelopes shall be located in a manner designed to promote harmonious development of structures, minimize congestion of structures, and provide open space and solar access for each lot and structure. Also, building envelopes shall be located to promote access to the lots and maintenance of public utilities, to minimize cut and fill for roads and building foundations, and minimize adverse impact upon environment, watercourses and topographical features. Structures may only be built on buildable lots. Lots shall only be created that meet the definition of "lot, buildable" in section 16.04.020 of this chapter. Building envelopes shall be established outside of hillsides of twenty five percent (25%) and greater and outside of the floodway. A waiver to this standard may only be considered for the following:</p> <p>a. For lot line shifts of parcels that are entirely within slopes of twenty five percent (25%) or greater to create a reasonable building envelope, and mountain overlay design review standards and all other city requirements are met.</p> <p>b. For small, isolated pockets of twenty five percent (25%) or greater that are found to be in compliance with the purposes and standards of the mountain overlay district and this section.</p> <p>3. Corner lots shall have a property line curve or corner of a minimum radius of twenty five feet (25') unless a longer radius is required to serve an existing or future use.</p> <p>4. Side lot lines shall be within twenty degrees (20°) to a right angle or radial line to the street line.</p> <p>5. Double frontage lots shall not be created. A planting strip shall be provided along the boundary line of lots adjacent to arterial streets or incompatible zoning districts.</p> <p>6. Every lot in a subdivision shall have a minimum of twenty feet (20') of frontage on a dedicated public street or legal access via an easement of</p>

				twenty feet (20') or greater in width. Easement shall be recorded in the office of the Blaine County recorder prior to or in conjunction with recordation of the final plat.
			<i>Findings</i>	<i>This standard is not applicable as no new lots are created with the condominium subdivision.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.G	<p>G. Block Requirements: The length, width and shape of blocks within a proposed subdivision shall conform to the following requirements:</p> <ol style="list-style-type: none"> 1. No block shall be longer than one thousand two hundred feet (1,200'), nor less than four hundred feet (400') between the street intersections, and shall have sufficient depth to provide for two (2) tiers of lots. 2. Blocks shall be laid out in such a manner as to comply with the lot requirements. 3. The layout of blocks shall take into consideration the natural topography of the land to promote access within the subdivision and minimize cuts and fills for roads and minimize adverse impact on environment, watercourses and topographical features. 4. Corner lots shall contain a building envelope outside of a seventy five foot (75') radius from the intersection of the streets.
			<i>Findings</i>	<i>This standard is not applicable as no new lots or blocks are proposed with the condominium subdivision final plat.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.040.H	<p>Street Improvement Requirements:</p> <ol style="list-style-type: none"> 1. The arrangement, character, extent, width, grade and location of all streets put in the proposed subdivision shall conform to the comprehensive plan and shall be considered in their relation to existing and planned streets, topography, public convenience and safety, and the proposed uses of the land; 2. All streets shall be constructed to meet or exceed the criteria and standards set forth in chapter 12.04 of this code, and all other applicable ordinances, resolutions or regulations of the city or any other governmental entity having jurisdiction, now existing or adopted, amended or codified; 3. Where a subdivision abuts or contains an existing or proposed arterial street, railroad or limited access highway right of way, the council may require a frontage street, planting strip, or similar design features; 4. Streets may be required to provide access to adjoining lands and provide proper traffic circulation through existing or future neighborhoods; 5. Street grades shall not be less than three-tenths percent (0.3%) and not more than seven percent (7%) so as to provide safe movement of traffic and emergency vehicles in all weather and to provide for adequate drainage and snow plowing; 6. In general, partial dedications shall not be permitted, however, the council may accept a partial street dedication when such a street forms a

			<p>boundary of the proposed subdivision and is deemed necessary for the orderly development of the neighborhood, and provided the council finds it practical to require the dedication of the remainder of the right of way when the adjoining property is subdivided. When a partial street exists adjoining the proposed subdivision, the remainder of the right of way shall be dedicated;</p> <p>7. Dead end streets may be permitted only when such street terminates at the boundary of a subdivision and is necessary for the development of the subdivision or the future development of the adjacent property. When such a dead end street serves more than two (2) lots, a temporary turnaround easement shall be provided, which easement shall revert to the adjacent lots when the street is extended;</p> <p>8. A cul-de-sac, court or similar type street shall be permitted only when necessary to the development of the subdivision, and provided, that no such street shall have a maximum length greater than four hundred feet (400') from entrance to center of turnaround, and all cul-de-sacs shall have a minimum turnaround radius of sixty feet (60') at the property line and not less than forty five feet (45') at the curb line;</p> <p>9. Streets shall be planned to intersect as nearly as possible at right angles, but in no event at less than seventy degrees (70°);</p> <p>10. Where any street deflects an angle of ten degrees (10°) or more, a connecting curve shall be required having a minimum centerline radius of three hundred feet (300') for arterial and collector streets, and one hundred twenty five feet (125') for minor streets;</p> <p>11. Streets with centerline offsets of less than one hundred twenty five feet (125') shall be prohibited;</p> <p>12. A tangent of at least one hundred feet (100') long shall be introduced between reverse curves on arterial and collector streets;</p> <p>13. Proposed streets which are a continuation of an existing street shall be given the same names as the existing street. All new street names shall not duplicate or be confused with the names of existing streets within Blaine County, Idaho. The subdivider shall obtain approval of all street names within the proposed subdivision from the commission before submitting same to council for preliminary plat approval;</p> <p>14. Street alignment design shall follow natural terrain contours to result in safe streets, usable lots, and minimum cuts and fills;</p> <p>15. Street patterns of residential areas shall be designed to create areas free of through traffic, but readily accessible to adjacent collector and arterial streets;</p> <p>16. Reserve planting strips controlling access to public streets shall be permitted under conditions specified and shown on the final plat, and all landscaping and irrigation systems shall be installed as required improvements by the subdivider;</p> <p>17. In general, the centerline of a street shall coincide with the centerline of the street right of way, and all crosswalk markings shall be installed by the subdivider as a required improvement;</p>
--	--	--	--

			<p>18. Street lighting may be required by the commission or council where appropriate and shall be installed by the subdivider as a requirement improvement;</p> <p>19. Private streets may be allowed upon recommendation by the commission and approval by the council. Private streets shall be constructed to meet the design standards specified in subsection H2 of this section;</p> <p>20. Street signs shall be installed by the subdivider as a required improvement of a type and design approved by the administrator and shall be consistent with the type and design of existing street signs elsewhere in the city;</p> <p>21. Whenever a proposed subdivision requires construction of a new bridge, or will create substantial additional traffic which will require construction of a new bridge or improvement of an existing bridge, such construction or improvement shall be a required improvement by the subdivider. Such construction or improvement shall be in accordance with adopted standard specifications;</p> <p>22. Sidewalks, curbs and gutters may be a required improvement installed by the subdivider; and</p> <p>23. Gates are prohibited on private roads and parking access/entranceways, private driveways accessing more than one single-family dwelling unit and one accessory dwelling unit, and public rights of way unless approved by the city council.</p>
			<p><i>Findings</i></p> <p><i>The project plans submitted with Design Review P21-100 and Building Permit B22-069 show the right-of-way improvements proposed for the project, which have been reviewed and approved by City Departments, including the City Engineer.</i></p>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<p>16.04.040.I</p> <p>Alley Improvement Requirements: Alleys shall be provided in business, commercial and light industrial zoning districts. The width of an alley shall be not less than twenty feet (20'). Alley intersections and sharp changes in alignment shall be avoided, but where necessary, corners shall be provided to permit safe vehicular movement. Dead end alleys shall be prohibited. Improvement of alleys shall be done by the subdivider as required improvement and in conformance with design standards specified in subsection H2 of this section.</p>
			<p><i>Findings</i></p> <p><i>The project proposes alley improvements, including grading and resurfacing the alley with asphalt. These improvements are shown on the project plans submitted with Design Review P21-100 and Building Permit 22-069. The alley improvements were reviewed and approved by the City Engineer and Streets Department prior to building permit issuance.</i></p>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<p>16.04.040.J</p> <p>Required Easements: Easements, as set forth in this subsection, shall be required for location of utilities and other public services, to provide adequate pedestrian circulation and access to public waterways and lands.</p> <p>1. A public utility easement at least ten feet (10') in width shall be required within the street right of way boundaries of all private streets. A</p>

			<p>public utility easement at least five feet (5') in width shall be required within property boundaries adjacent to Warm Springs Road and within any other property boundary as determined by the city engineer to be necessary for the provision of adequate public utilities.</p> <p>2. Where a subdivision contains or borders on a watercourse, drainageway, channel or stream, an easement shall be required of sufficient width to contain such watercourse and provide access for private maintenance and/or reconstruction of such watercourse.</p> <p>3. All subdivisions which border the Big Wood River, Trail Creek and Warm Springs Creek shall dedicate a ten foot (10') fish and nature study easement along the riverbank. Furthermore, the council shall require, in appropriate areas, an easement providing access through the subdivision to the bank as a sportsman's access. These easement requirements are minimum standards, and in appropriate cases where a subdivision abuts a portion of the river adjacent to an existing pedestrian easement, the council may require an extension of that easement along the portion of the riverbank which runs through the proposed subdivision.</p> <p>4. All subdivisions which border on the Big Wood River, Trail Creek and Warm Springs Creek shall dedicate a twenty five foot (25') scenic easement upon which no permanent structure shall be built in order to protect the natural vegetation and wildlife along the riverbank and to protect structures from damage or loss due to riverbank erosion.</p> <p>5. No ditch, pipe or structure for irrigation water or irrigation wastewater shall be constructed, rerouted or changed in the course of planning for or constructing required improvements within a proposed subdivision unless same has first been approved in writing by the ditch company or property owner holding the water rights. A written copy of such approval shall be filed as part of required improvement construction plans.</p> <p>6. Nonvehicular transportation system easements including pedestrian walkways, bike paths, equestrian paths, and similar easements shall be dedicated by the subdivider to provide an adequate nonvehicular transportation system throughout the city.</p>
			<p><i>Findings</i></p> <p><i>This standard is not applicable as no easements are proposed or required for this project. The project does not create a new private street. This property is not adjacent to Warm Springs Road. The property does not border a watercourse, drainage way, channel, or stream.</i></p>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<p>16.04.040.K</p> <p>Sanitary Sewage Disposal Improvements: Central sanitary sewer systems shall be installed in all subdivisions and connected to the Ketchum sewage treatment system as a required improvement by the subdivider. Construction plans and specifications for central sanitary sewer extension shall be prepared by the subdivider and approved by the city engineer, council and Idaho health department prior to final plat approval. In the event that the sanitary sewage system of a subdivision cannot connect to the existing public sewage system, alternative provisions for sewage disposal in accordance with the requirements of the Idaho department of health and the council may be constructed on a temporary basis until</p>

				such time as connection to the public sewage system is possible. In considering such alternative provisions, the council may require an increase in the minimum lot size and may impose any other reasonable requirements which it deems necessary to protect public health, safety and welfare.
			<i>Findings</i>	<i>The project plans submitted with Design Review P21-100 and Building Permit B22-069 show the proposed sewer improvements for the project. The sewer improvements were reviewed and approved by the Utilities Department and City Engineer prior to building permit issuance.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.040.L	Water System Improvements: A central domestic water distribution system shall be installed in all subdivisions by the subdivider as a required improvement. The subdivider shall also be required to locate and install an adequate number of fire hydrants within the proposed subdivision according to specifications and requirements of the city under the supervision of the Ketchum fire department and other regulatory agencies having jurisdiction. Furthermore, the central water system shall have sufficient flow for domestic use and adequate fire flow. All such water systems installed shall be looped extensions, and no dead end systems shall be permitted. All water systems shall be connected to the municipal water system and shall meet the standards of the following agencies: Idaho department of public health, Idaho survey and rating bureau, district sanitarian, Idaho state public utilities commission, Idaho department of reclamation, and all requirements of the city.
			<i>Findings</i>	<i>The project plans submitted with Design Review P21-100 and Building Permit B22-069 show the proposed water system improvements for the project. The water system improvements were reviewed and approved by the Utilities Department and City Engineer prior to building permit issuance.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.M	Planting Strip Improvements: Planting strips shall be required improvements. When a predominantly residential subdivision is proposed for land adjoining incompatible uses or features such as highways, railroads, commercial or light industrial districts or off street parking areas, the subdivider shall provide planting strips to screen the view of such incompatible features. The subdivider shall submit a landscaping plan for such planting strip with the preliminary plat application, and the landscaping shall be a required improvement.
			<i>Findings</i>	<i>This standard does not apply as this application does not create a new subdivision. There are no incompatible uses adjacent to the proposed condominium subdivision.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.040.N	Cuts, Fills, And Grading Improvements: Proposed subdivisions shall be carefully planned to be compatible with natural topography, soil conditions, geology and hydrology of the site, as well as to minimize cuts, fills, alterations of topography, streams, drainage channels, and disruption of soils and vegetation. The design criteria shall include the following:

			<p>1. A preliminary soil report prepared by a qualified engineer may be required by the commission and/or council as part of the preliminary plat application.</p> <p>2. Preliminary grading plan prepared by a civil engineer shall be submitted as part of all preliminary plat applications. Such plan shall contain the following information:</p> <ul style="list-style-type: none"> a. Proposed contours at a maximum of five foot (5') contour intervals. b. Cut and fill banks in pad elevations. c. Drainage patterns. d. Areas where trees and/or natural vegetation will be preserved. e. Location of all street and utility improvements including driveways to building envelopes. f. Any other information which may reasonably be required by the administrator, commission or council to adequately review the affect of the proposed improvements. <p>3. Grading shall be designed to blend with natural landforms and to minimize the necessity of padding or terracing of building sites, excavation for foundations, and minimize the necessity of cuts and fills for streets and driveways.</p> <p>4. Areas within a subdivision which are not well suited for development because of existing soil conditions, steepness of slope, geology or hydrology shall be allocated for open space for the benefit of future property owners within the subdivision.</p> <p>5. Where existing soils and vegetation are disrupted by subdivision development, provision shall be made by the subdivider for revegetation of disturbed areas with perennial vegetation sufficient to stabilize the soil upon completion of the construction. Until such times as such revegetation has been installed and established, the subdivider shall maintain and protect all disturbed surfaces from erosion.</p> <p>6. Where cuts, fills, or other excavations are necessary, the following development standards shall apply:</p> <ul style="list-style-type: none"> a. Fill areas shall be prepared by removing all organic material detrimental to proper compaction for soil stability. b. Fills shall be compacted to at least ninety five percent (95%) of maximum density as determined by AASHO T99 (American Association of State Highway Officials) and ASTM D698 (American standard testing methods). c. Cut slopes shall be no steeper than two horizontal to one vertical (2:1). Subsurface drainage shall be provided as necessary for stability. d. Fill slopes shall be no steeper than three horizontal to one vertical (3:1). Neither cut nor fill slopes shall be located on natural slopes of three to one (3:1) or steeper, or where fill slope toes out within twelve feet (12') horizontally of the top and existing or planned cut slope.
--	--	--	---

				<p>e. Toes of cut and fill slopes shall be set back from property boundaries a distance of three feet (3'), plus one-fifth (1/5) of the height of the cut or the fill, but may not exceed a horizontal distance of ten feet (10'); tops and toes of cut and fill slopes shall be set back from structures at a distance of at least six feet (6'), plus one-fifth (1/5) of the height of the cut or the fill. Additional setback distances shall be provided as necessary to accommodate drainage features and drainage structures.</p>
			<i>Findings</i>	<p><i>The project plans submitted with Design Review P21-100 and Building Permit B22-069 show the grading improvements for the project. The grading improvements were reviewed and approved by the City Engineer prior to building permit issuance.</i></p>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.040.O	<p>Drainage Improvements: The subdivider shall submit with the preliminary plat application such maps, profiles, and other data prepared by an engineer to indicate the proper drainage of the surface water to natural drainage courses or storm drains, existing or proposed. The location and width of the natural drainage courses shall be shown as an easement common to all owners within the subdivision and the city on the preliminary and final plat. All natural drainage courses shall be left undisturbed or be improved in a manner that will increase the operating efficiency of the channel without overloading its capacity. An adequate storm and surface drainage system shall be a required improvement in all subdivisions and shall be installed by the subdivider. Culverts shall be required where all water or drainage courses intersect with streets, driveways or improved public easements and shall extend across and under the entire improved width including shoulders.</p>
			<i>Findings</i>	<p><i>The project plans submitted with Design Review P21-100 and Building Permit B22-069 show the proposed drainage improvements for the project. The drainage improvements were reviewed and approved by the City Engineer and Streets Department prior to building permit issuance.</i></p>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.040.P	<p>Utilities: In addition to the terms mentioned in this section, all utilities including, but not limited to, electricity, natural gas, telephone and cable services shall be installed underground as a required improvement by the subdivider. Adequate provision for expansion of such services within the subdivision or to adjacent lands including installation of conduit pipe across and underneath streets shall be installed by the subdivider prior to construction of street improvements.</p>
			<i>Findings</i>	<p><i>The project plans submitted with Design Review P21-100 and Building Permit B22-069 show the proposed utility improvements for the project. The utility improvements were reviewed and approved by the City Engineer prior to building permit issuance.</i></p>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.Q	<p>Off Site Improvements: Where the offsite impact of a proposed subdivision is found by the commission or council to create substantial additional traffic, improvements to alleviate that impact may be required of the subdivider prior to final plat approval, including, but not limited to, bridges, intersections, roads, traffic control devices, water mains and facilities, and sewer mains and facilities.</p>

			<i>Findings</i>	<i>The proposed condominium development does not create substantial additional traffic; therefore, no off-site improvements are required.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.R	Avalanche And Mountain Overlay: All improvements and plats (land, planned unit development, townhouse, condominium) created pursuant to this chapter shall comply with City of Ketchum Avalanche Zone District and Mountain Overlay Zoning District requirements as set forth in Title 17 of this Code.
			<i>Findings</i>	<i>N/A as this property is not located within the Avalanche Zone or Mountain Overlay.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.S	Existing natural features which enhance the attractiveness of the subdivision and community, such as mature trees, watercourses, rock outcroppings, established shrub masses and historic areas, shall be preserved through design of the subdivision.
			<i>Findings</i>	<i>No mature trees or established shrub masses exist on the subject property as shown on Sheet C0.0 of the project plans submitted with Design Review P21-100 and Building Permit B22-069.</i>

CONCLUSIONS OF LAW

1. The City of Ketchum is a municipal corporation organized under Article XII of the Idaho Constitution and the laws of the State of Idaho, Title 50, Idaho Code.
2. Under Chapter 65, Title 67, of the Idaho Code the City has passed a subdivision ordinance, Title 16.
4. The City Council has authority to review and approve the applicant's Condominium Subdivision Final Plat Application pursuant to Chapter 16.04 of Ketchum Code Title 16.
5. The project does meet the standards of approval under Chapter 16.04 of Subdivision Code Title 16.

DECISION

THEREFORE, the Ketchum City Council approves this condominium subdivision final plat application this Monday, July 1, 2024 subject to the following conditions of approval.

CONDITIONS OF APPROVAL

1. The Condominium Declaration of Covenants, Conditions, & Restrictions shall be simultaneously recorded with the Final Plat and the instrument number shall be added to plat note 6. The city will not now, nor in the future, determine the validity of the Condominium Declaration.
2. The final plat shall be filed with the Blaine County Recorder within one year after final plat approval by the City Council. Failure to file such final plat within that time shall cause all approvals of such final plat to be null and void.

Findings of Fact adopted this 1st day of July 2024.

Neil Bradshaw
Mayor
City of Ketchum

Attest:

Trent Donat, City Clerk



City of Ketchum

CITY COUNCIL MEETING AGENDA MEMO

Meeting Date: Staff Member/Dept:

Agenda Item:

Recommended Motion:

I move to approve Alcohol Beverage License for the applicant included in the staff report.

Reasons for Recommendation:

- Ketchum Municipal Code requires certain licenses to sell liquor, beer or wine.
- The first attached application is for the period of July 1, 2024 – August 31, 2024 & rest are for September 1, 2024 - August 31, 2025
- Council approval is requested to complete the process of issuing such beer, wine and liquor licenses

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

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

Currently, the following businesses have filed for their license and Council approval is requested to complete the process of issuing such beer, wine and liquor licenses.

Sustainability Impact:

None

Financial Impact:

Revenue:	The City will realize a revenue of \$2,195.37 upon approval of these licenses in accordance with the current fee structure.
----------	---

Attachments:

1. Table of License
2. Beer, Wine & Liquor-by-the-Drink License Applications

<u>Company</u>	<u>Beer Consumed on Premises</u>	<u>Beer Not to be Consumed on Premises</u>	<u>Wine Consumed on Premises</u>	<u>Wine Not to be Consumed on Premises</u>	<u>Liquor</u>	<u>Total Amount of Fees Paid</u>
Bigwood Golf	X	X			X	135.37
Warfield Brewery LLC	X	X			X	\$810.00
The Valley Vino	X	X	X	X		\$650.00
Aroma LLC	X		X	X		\$600.00



City of Ketchum

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

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

APPLICANT INFORMATION		
Applicant Name: Bigwood Golf Partners		Doing Business As: Bigwood Golf
Physical Address where license will be displayed: 115 Thunder Trail Rd, Ketchum, ID 83340		
Mailing Address: PO 2547, Ketchum, ID 83340		
Recorded Owner of Property: Bigwood Golf Partners		
Applicant Phone Number: 650-695-4644		Applicant Email: LL@BigwoodSV.com
STATE LICENSE NO: 39236 (copy required)		COUNTY LICENSE NO: _____ (copy required)
Corporation: <input checked="" type="checkbox"/> Partnership: <input type="checkbox"/> Individual: <input type="checkbox"/> If Applicant is a Partnership or Corporation, is the corporation authorized to do business in Idaho? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>		List names and addresses of corporation officers and/or partners: <u>Lyndsay Lyle</u> <u>Christopher Lyle</u> _____ _____
BEER LICENSE FEES		
<input checked="" type="checkbox"/>	Draft or Bottled or Canned Beer to be consumed on premises	\$200.00
<input checked="" type="checkbox"/>	Bottled or Canned Beer NOT to be consumed on premises	\$ 50.00
WINE LICENSE FEES		
	Wine, to be consumed on premises	\$200.00
	Wine, NOT to be consumed on premises	\$200.00
LIQUOR LICENSE FEES		
<input checked="" type="checkbox"/>	Liquor by the Drink (Note: Liquor fee includes wine)	\$560.00
<i>Prorated</i>		Total Fees Due \$435.37
ADDITIONAL INFORMATION		
Has the applicant, any partners of the applicant, any member of the applying partnership, the active manager of the applying partnership or any officer of the applying corporation been convicted of a violation of any law of the State of Idaho, or any other state, or of the United States regulating, governing, or prohibiting the sale of alcoholic beverages or intoxication liquor, and has any one of them within the last three years forfeited or suffered the forfeiture of a bond for his/her appearance to answer charges of any such violation? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>		
Has the applicant or any partner or actual active manager or officer of the applicant been convicted of any felony within the last five years? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>		

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

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



owner

Applicant Signature

Relation to Business

June 10, 2024

Date

City Clerk or Deputy Signature

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

Idaho State Police

Cycle Tracking Number: 151939
ISLD ID: 9498

Premises Number: 5B-39236 **Retail Alcohol Beverage License**
Golf Course

License Year: 2024
License Number: 39236

This is to certify, that Bigwood Golf Partners
doing business as: Bigwood Golf

is licensed to sell alcoholic beverages as stated below at:
115 Thunder Trail, Ketchum, Blaine County

Acceptance of a license by a retailer shall constitute knowledge of and agreement to operate by and in accordance to the Alcohol Beverage Code, Title 23. Only the licensee herein specified shall use this license.
County and city licenses are also required in order to operate.

Liquor	Yes	<u>\$300.00</u>
Beer	Yes	<u>\$50.00</u>
Wine by the bottle	Yes	<u>\$0.00</u>
Wine by the glass	Yes	<u>\$0.00</u>
Kegs to go	Yes	<u>\$20.00</u>
Growlers	Yes	<u>\$0.00</u>
Restaurant	Yes	<u>\$0.00</u>
On-premises consumption	Yes	<u>\$0.00</u>
Multipurpose arena	No	
Plaza	No	

TOTAL FEE: \$370.00



Director of Idaho State Police

Signature of Licensee, Corporate Officer, LLC Member or Partner

BIGWOOD GOLF PARTNERS
BIGWOOD GOLF
PO BOX 87

SUN VALLEY, ID 83340

Mailing Address

License Valid: 06/07/2024 - 07/31/2024

Expires: 07/31/2024





City of Ketchum

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

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

APPLICANT INFORMATION		
Applicant Name: Warfield Brewing Company, LLC		Doing Business As: Warfield Distillery & Brewery
Physical Address where license will be displayed: 280 N Main Street, Ketchum, ID 83340		
Mailing Address: PO Box 2316, Ketchum, ID 83340		
Recorded Owner of Property: 280 North Main Street, LL		
Applicant Phone Number: 208 727 7165		Applicant Email: alex@drinkwarfield.com
STATE LICENSE NO: 3628	(copy required)	COUNTY LICENSE NO: 63 (copy required)
Corporation: <input checked="" type="checkbox"/> Technically, LLC	List names and addresses of corporation officers and/or partners:	
Partnership: <input type="checkbox"/>	Alex Buck	
Individual: <input type="checkbox"/>	Heidi Giordano	
If Applicant is a Partnership or Corporation, is the corporation authorized to do business in Idaho?		
Yes <input type="checkbox"/> No <input type="checkbox"/>		
BEER LICENSE FEES		
X	Draft or Bottled or Canned Beer to be consumed on premises	\$200.00
X	Bottled or Canned Beer NOT to be consumed on premises	\$ 50.00
WINE LICENSE FEES		
	Wine, to be consumed on premises	\$200.00
	Wine, NOT to be consumed on premises	\$200.00
LIQUOR LICENSE FEES		
X	Liquor by the Drink (Note: Liquor fee includes wine)	\$560.00
Total Fees Due		\$810
ADDITIONAL INFORMATION		
<p>Has the applicant, any partners of the applicant, any member of the applying partnership, the active manager of the applying partnership or any officer of the applying corporation been convicted of a violation of any law of the State of Idaho, or any other state, or of the United States regulating, governing, or prohibiting the sale of alcoholic beverages or intoxication liquor, and has any one of them within the last three years forfeited or suffered the forfeiture of a bond for his/her appearance to answer charges of any such violation? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/></p> <p>Has the applicant or any partner or actual active manager or officer of the applicant been convicted of any felony within the last five years? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/></p>		

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

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



Managing Member

Applicant Signature

Relation to Business

06/24/24

Date

City Clerk or Deputy Signature

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



City of Ketchum

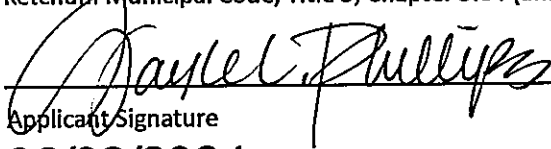
Beer, Wine & Liquor-by-the Drink License Application

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

APPLICANT INFORMATION		
Applicant Name: The Valley Vino		Doing Business As: Sun Valley Wine Company
Physical Address where license will be displayed: 360 Leadville Avenue N / Ketchum		
Mailing Address: PO Box 3628 / Ketchum / 83340		
Recorded Owner of Property: James & Gayle Phillips		
Applicant Phone Number: 360-870-4666		Applicant Email: gflips123@comcast.net
STATE LICENSE NO:	(copy required)	COUNTY LICENSE NO: (copy required)
Corporation: <input type="checkbox"/>	If Applicant is a Partnership or Corporation, is the corporation authorized to do business in Idaho? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	List names and addresses of corporation officers and/or partners:
Partnership: <input checked="" type="checkbox"/>		Gayle Phillips PO Box 3628 Ketchum 83340
Individual: <input type="checkbox"/>		James Phillips PO Box 3628 Ketchum 83340
		Crystal McKenzie PO Box 3628 Ketchum 83340
		Dexter McKenzie P O Box 3628 Ketchum 83340
BEER LICENSE FEES		
<input checked="" type="checkbox"/>	Draft or Bottled or Canned Beer to be consumed on premises	\$200.00
<input checked="" type="checkbox"/>	Bottled or Canned Beer NOT to be consumed on premises	\$ 50.00
WINE LICENSE FEES		
<input checked="" type="checkbox"/>	Wine, to be consumed on premises	\$200.00
<input checked="" type="checkbox"/>	Wine, NOT to be consumed on premises	\$200.00
LIQUOR LICENSE FEES		
	Liquor by the Drink (Note: Liquor fee includes wine)	\$560.00
Total Fees Due		\$ 650.00
ADDITIONAL INFORMATION		
Has the applicant, any partners of the applicant, any member of the applying partnership, the active manager of the applying partnership or any officer of the applying corporation been convicted of a violation of any law of the State of Idaho, or any other state, or of the United States regulating, governing, or prohibiting the sale of alcoholic beverages or intoxication liquor, and has any one of them within the last three years forfeited or suffered the forfeiture of a bond for his/her appearance to answer charges of any such violation? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>		
Has the applicant or any partner or actual active manager or officer of the applicant been convicted of any felony within the last five years? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>		

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

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



Owner

Applicant Signature

Relation to Business

06/03/2024

Date

City Clerk or Deputy Signature

OFFICIAL USE ONLY		
Date Received: 06/3/2024	License Fee Paid: \$150.00	License No: 1041A
To the City Council, Ketchum, Idaho; The undersigned, a Corporation <input type="checkbox"/> Partnership <input checked="" type="checkbox"/> Individual <input type="checkbox"/> , does hereby make application for a license to sell during the year of September 1, 2024 - August 31, 2025		
Approved by City of Ketchum Idaho by;		
<hr/>		
Mayor		

Idaho State Police

Premises Number: 5B-59

Retail Alcohol Beverage License

License Year: 2025

License Number: 3185

This is to certify, that The Valley Vino LLC
doing business as: Sun Valley Wine Company
is licensed to sell alcoholic beverages as stated below at:
360 N Leadville Rd, Ketchum, Blaine County

Acceptance of a license by a retailer shall constitute knowledge of and agreement to operate by and in accordance to the Alcohol Beverage Code, Title 23. Only the licensee herein specified shall use this license.
County and city licenses are also required in order to operate.



Signature of Licensee, Corporate Officer, LLC Member or Partner

Liquor	No
Beer	Yes <u>\$50.00</u>
Wine by the bottle	Yes <u>\$100.00</u>
Wine by the glass	Yes <u>\$100.00</u>
Kegs to go	No
Growlers	No
Restaurant	Yes <u>\$0.00</u>
On-premises consumption	Yes <u>\$0.00</u>
Multipurpose arena	No
Plaza	No

THE VALLEY VINO LLC
SUN VALLEY WINE COMPANY
PO BOX 3628

KETCHUM, ID 83340

Mailing Address

TOTAL FEE: \$250.00

License Valid: 08/01/2024 - 07/31/2025

Expires: 07/31/2025


Director of Idaho State Police





City of Ketchum

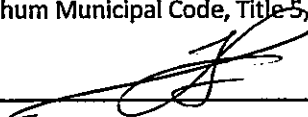
Beer, Wine & Liquor-by-the Drink License Application

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

APPLICANT INFORMATION		
Applicant Name: JUAN FLORES		Doing Business As: AROMA LLC
Physical Address where license will be displayed: 520 second street east		
Mailing Address: P.O Box 6839 Ketchum ID 83340		
Recorded Owner of Property: Cristina Cook		
Applicant Phone Number: 2083093180		Applicant Email: juan@aromasv.com
STATE LICENSE NO: 1781 (copy required)	COUNTY LICENSE NO: 23 (copy required)	
Corporation: <input type="checkbox"/> Partnership: <input type="checkbox"/> Individual: <input checked="" type="checkbox"/> If Applicant is a Partnership or Corporation, is the corporation authorized to do business in Idaho? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	List names and addresses of corporation officers and/or partners: _____ _____ _____ _____	
BEER LICENSE FEES		
<input checked="" type="checkbox"/>	Draft or Bottled or Canned Beer to be consumed on premises	\$200.00
	Bottled or Canned Beer NOT to be consumed on premises	\$ 50.00
WINE LICENSE FEES		
<input checked="" type="checkbox"/>	Wine, to be consumed on premises	\$200.00
<input checked="" type="checkbox"/>	Wine, NOT to be consumed on premises	\$200.00
LIQUOR LICENSE FEES		
	Liquor by the Drink (Note: Liquor fee includes wine)	\$560.00
Total Fees Due		\$ <u>600.00</u>
ADDITIONAL INFORMATION		
Has the applicant, any partners of the applicant, any member of the applying partnership, the active manager of the applying partnership or any officer of the applying corporation been convicted of a violation of any law of the State of Idaho, or any other state, or of the United States regulating, governing, or prohibiting the sale of alcoholic beverages or intoxication liquor, and has any one of them within the last three years forfeited or suffered the forfeiture of a bond for his/her appearance to answer charges of any such violation? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>		
Has the applicant or any partner or actual active manager or officer of the applicant been convicted of any felony within the last five years? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>		

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

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


Applicant Signature _____ Relation to Business **owner**
06/03/2024
Date _____

City Clerk or Deputy Signature _____

OFFICIAL USE ONLY		
Date Received: <u>6/10/24</u>	License Fee Paid: <u>\$ 000</u>	License No: <u>7645A</u>
<i>To the City Council, Ketchum, Idaho;</i> <i>The undersigned, a Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Individual <input checked="" type="checkbox"/>, does hereby make application for a license to sell during the year of September 1, <u>2024</u> - August 31, <u>2025</u></i>		
Approved by City of Ketchum Idaho by;		
_____ Mayor		



City of Ketchum

CITY COUNCIL MEETING AGENDA MEMO

Meeting Date: Staff Member/Dept:

Agenda Item:

Recommended Motion:

I move to authorize the Mayor to sign Right-of-Way Encroachment Agreement 24916 between the City and Peter Davis and Kristiann Schoening.

Reasons for Recommendation:

- The improvements will not impact the use or operation of Edelweiss Avenue.
- The improvements will not impact drainage or snow removal within the public right-of-way.
- The project complies with all standards for Right-of-Way Encroachment Permit issuance specified in Ketchum Municipal Code §12.12.060.

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

The project proposes to install non-heated pavers within the public right-of-way.

Pursuant to Ketchum Municipal Code §12.12.040.C, a Right-of-Way Encroachment Permit is required for any permanent encroachment of the public right-of-way where a permanent fixture to the ground or a building will occur. The associated Right-of-Way Encroachment Agreement is intended to help protect the City in the event the proposed encroachments were to ever pose an issue requiring repair, relocation, or removal of the encroachment. The standards for issuance of a Right-of-Way Encroachment Permit are specified in Ketchum Municipal Code §12.12.060. The encroachments proposed for the Edelweiss Avenue project complies with all standards.

Sustainability Impact:

None OR state impact here:

Financial Impact:

None OR Adequate funds exist in account:

Attachments:

1. Right-of-Way Encroachment Agreement 24916
2. Exhibit "A"

WHEN RECORDED, PLEASE RETURN TO:

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

RIGHT-OF-WAY ENCROACHMENT AGREEMENT 24916

THIS AGREEMENT, made and entered into this ____ day of ____, 2024, by and between the CITY OF KETCHUM, IDAHO, a municipal corporation ("Ketchum"), whose address is Post Office Box 2315, Ketchum, Idaho and Peter Davis and Kristiann Schoening, (collectively referred to as "Owner"), whose address 2669 60th Ave SE, Mercer Island, WA 98040.

RECITALS

WHEREAS, Owner wishes to permit placement of a 12-ft wide non-heated paver driveway and approach apron and 4-ft wide gravel path at 140 Edelweiss Avenue. These improvements are shown in Exhibit "A" attached hereto and incorporated herein (collectively referred to as the "Improvements"); and,

WHEREAS, Ketchum finds that said Improvements will not impede the use of said public right-of-way at this time subject to the terms and provisions of this Agreement;

WHEREAS, the Owner will restore the public right-of-way back to the original condition acceptable to the Streets and Facilities Director;

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

TERMS AND CONDITIONS

1. Ketchum shall permit Owner to install the Improvements identified in Exhibit "A" within the public right-of-way on Edelweiss Avenue, until notified by Ketchum to remove the Improvements, at which time Owner shall remove Improvements at Owner's expense.
2. Owner shall be responsible for the maintenance of said Improvements and shall repair said Improvements within 48 hours upon notice from Ketchum that repairs are needed. Any modification to the Improvements identified in Exhibit "A" shall be approved by the City prior to any modifications taking place.
3. Owner shall be responsible for restoring the right-of-way that is altered due to the removal of the Improvements, to the satisfaction of the Director of Streets and Facilities.
4. In consideration of Ketchum allowing Owner to maintain the Improvements in the public right-of-way, Owner agrees to indemnify and hold harmless Ketchum from and against any and all claims of liability for any injury or damage to any person or property arising from the Improvements constructed, installed and maintained in the public right-of-way. Owner shall further indemnify and hold Ketchum harmless from and against any and all claims arising from

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

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

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

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

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

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

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

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

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

OWNERS:

CITY OF KETCHUM:

By: _____
Peter Davis

By: _____
Neil Bradshaw

Its: Mayor

By: _____
Kristiann Schoening

STATE OF _____,)
County of _____,) ss.

On this ____ day of _____, 2024, before me, the undersigned Notary Public in and for said State, personally appeared _____, known to me to be the person who executed the foregoing instrument and acknowledged to me that he executed the same.

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

Notary Public for _____
Residing at _____
Commission expires _____

STATE OF IDAHO)
County of Blaine) ss.

On this ____ day of _____, 2024, before me, the undersigned Notary Public in and for said State, personally appeared NEIL BRADSHAW, known or identified to me to be the Mayor of the CITY OF KETCHUM, IDAHO, and the person who executed the foregoing instrument on behalf of said municipal corporation and acknowledged to me that said municipal corporation executed the same.

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

Notary Public for _____
Residing at _____
Commission expires _____

EXHIBIT "A"



City of Ketchum

CITY COUNCIL MEETING AGENDA MEMO

Meeting Date: 7-1-2024 Staff Member/Dept: Daniel Hansen/Administration

Agenda Item: Council direction on road closures for 5850 Fest World Cup Finals events

Recommended Motion:

There is no formal recommended motion or requested action. Council will review and provide feedback on the proposed street closures for 5B Events' 5850 Fest, March 20-27 during the World Cup Finals.

Reasons for Recommendation:

- 5850 Fest is the "Official Festival of the Sun Valley World Cup Finals" and will play an important role in creating the overall World Cup experience for athletes and spectators. Their activities would support Sun Valley Resort's efforts.
5850 events all take place in Ketchum, will highlight the city and its businesses, and will provide publicity opportunities for the community.
The estimated attendance numbers would have an impact on the economy, including LOT tax collections and revenue for local businesses.
The scale and location of requested street closures and their duration require City Council approval.

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

Local event producers 5B Productions would like to present the 5850 Fest March 20-27, 2025, during the Sun Valley World Cup Finals. They have submitted a formal special event application for city approval. It is the "Official Festival of the Sun Valley World Cup". The proposal calls for the following street closures, which would require City Council Approval:

- Main Street from 1st to Sun Valley Road from 7 AM on Friday, March 21 to 5 AM on Monday, March 24 (also requires Idaho Transportation Department approval)
Second Street from Main Street to the alleyway between Washington and 1st Avenue from 8 AM on Sunday, March 17 to Saturday, March 29
1st Street from just west of the Limelight Hotel entrance to the alleyway between Washington and 1st Avenue at 8 AM on Sunday, March 17 to Saturday, March 29
Washington Avenue between Sun Valley Road and River Street from 8 AM on Sunday, March 17 to Saturday, March 29

The event application would go through the following approval steps:

- July 1: City Council reviews the proposal, provides suggestions, and gives feedback on if they'd like to see this event take place so the producer can move forward with other required steps for approval

- **July-August:** event producers will conduct focus groups and community engagement with the public and affected businesses to collect feedback and make requested adjustments
- **July-August:** event producers submit Main Street closure request to Idaho Transportation Department for approval
- **July-August:** site plans and road closures are reviewed by city Administration, Fire/EMS, Police, Streets, Recreation, and Facilities departments for feedback and approval
- **September:** city staff and the event producers will bring back all findings, adjustments, and approvals for final City Council approval

Sustainability Impact:

City staff would need to work with the event producers to ensure activities are as sustainable as possible.

Financial Impact:

None OR Adequate funds exist in account:	The city would likely need to provide in-lieu services to accommodate event road closures, trash and recycling services, bus services, water and electricity, police/security, and fire/EMS services. These funds are accounted for in the FY 2025 budget.
--	--

Attachments:

- | |
|--------------------------------------|
| 1. 5850 Fest Event Application |
| 2. 5B Productions 5850 Fest Proposal |
| 3. 5850 Fest Street Closure Request |



OFFICIAL USE ONLY
5850 Fest/World Cup
March 20-27, 2025
June 25, 2024
Fees Paid

SPECIAL EVENT LICENSE APPLICATION

GENERAL INFORMATION APPLYING TO ALL EVENTS

Special Event: The temporary use of public property, including streets, parking lots, parks, and waterways, for the purpose of conducting certain public events such as, but not limited to, art shows, music concerts, fundraising events, amusement attractions, circuses, carnivals, rodeos, craft fairs, sporting events, contests, dances, tournaments, walk-a-thons, marathons, races, exhibitions or related activities. In addition, a “special event” is any public event which could reasonably be interpreted to cause significant public impact via disturbance, crowd, traffic/parking, or disruption of the normal routine of the community or affected neighborhood. (Ord. 1131, 2015)

Your event application is due twenty (20) days prior to the event if you are a small event or street party; thirty (30) days prior if you are a medium event; and sixty (60) days prior if you are a large event.

ONLY COMPLETE APPLICATIONS WILL BE ACCEPTED.

Please ensure that your Special Event Application has been approved by the City before you promote, market or advertise your event. Conditional approval may be made after the event organizer submits the application and it is initially screened by City staff. Acceptance of your Special Event Application is neither a guarantee of the date or location nor an automatic approval of your event.

Medium and large events must have a pre-application meeting with the City. It is recommended that all events do a walk-through with City Administration prior to submission of application.

Smoking is prohibited in the following outdoor public places: (Ord. 1105, 2013)

- On any "public property"
- Within twenty (20') feet of all designated bus stops
- On all school property, including public and private elementary, secondary, vocational, and trade schools or colleges
- Within any designated "special event zone," unless the "special event zone" has a designated and delineated smoking area identified in an approved Ketchum special event permit application

All events are required to attend a debrief with City staff within five (5) days following the event.

All fees are non-refundable.

Any violation of the conditions of approval for an event, or the event not operating in the manner identified in the event application, may result in the event being canceled or shut down. In addition, if the event is a reoccurring event, future application may be denied. (Ord. 1131, 2015)

Completed applications can be submitted via email to daniel@ketchumidaho.org or by mail or hand delivery to City of Ketchum, P.O. Box 2315 | 191 5th St. West, Ketchum, ID 83340.

If you have questions, please contact Daniel Hansen: daniel@ketchumidaho.org or 208-727.5077.

WHAT SIZE IS YOUR EVENT?			
<input type="checkbox"/> Street Party (\$100.00) **RESIDENTIAL NEIGHBORHOOD LOCATION ONLY** A special event that requires a one-block street closure, no more than 6-hour road closure, is a single occurrence with anticipated attendance under three hundred (300) people, is self-organized by a local Ketchum organization, its publicity is focused on Wood River Valley residents and businesses, and a limited number of vendors (1 food, 1 beverage, 1 merchandise).	<input type="checkbox"/> Small Event (\$100.00) Special events that do not require a street closure, are a single occurrence, and have an anticipated attendance under one hundred (100) people.	<input type="checkbox"/> Medium Event* (\$400.00) Special events that require a street closure of one day or less; or have an anticipated attendance between one hundred (100) and four hundred (400) people; or a weekly event that takes place up to, but not more than, four (4) consecutive weeks.	<input checked="" type="checkbox"/> Large Event* (\$800.00) Special events requiring a street closure of more than one day; or have an anticipated attendance over four hundred (400) people; or a weekly event that takes place more than four (4) consecutive weeks.
*City requires pre-application meeting prior to application submittal.			
GENERAL INFORMATION:			
Please provide a detailed narrative and timeline, including a description of activities to understand the theme, activities, purpose, and benefit of your event to the community.			
Applicant should provide a good faith estimate of expected number of participants.			
An alternate location should be listed if your event cannot be accommodated at your requested location.			
If fees are associated with your event, such as registration or entry fees, you must obtain a sales tax permit. Permit applications can be accessed at www.ketchumidaho.org/forms or at the Ketchum City Hall.			
Event Name: 5850 Fest		Event Date: March 20-27, 2025	
Event Description and Purpose (who is the event supposed to attract, what is the purpose of the event, etc.):			
<small>Taking place alongside the 2025 Stifel Sun Valley Finals, at 5850 ft, the elevation of celebration, the inaugural 5850 fest is kicking off the party as the "Official Festival of the Stifel Sun Valley Finals" in Ketchum, Idaho. This 7-day party of epic proportions from March 20-27, 2025 welcomes athletes, spectators, and locals from around the world to toast the peak of the alpine racing season. Presented by 5B Productions, 5850 Fest will feature events, live music, entertainment, the best in food and drink, sponsored activations, and more. The Stifel Sun Valley Finals is the last race before the Winter Olympics 2026.</small>			
Location of Event: Downtown Ketchum - See site plan		Alternate Location:	
Expected Number of Participants: 5000-7000		Admission Fee* (per person):	
*Ticket sales for entry, registration, etc. for events taking place within Ketchum city limits are subject to sales tax.			
Number of Staff Working at Event: 50		Number of Volunteers Working at Event: 100-200	
EVENT COORDINATION:			
Visit Sun Valley manages the event schedule for the City of Ketchum and its neighboring cities. Please contact them (info@visitsunvalley.com or 208-726-3423) and make the City aware of events on or around the date of your proposed event.			
Have you contacted Visit Sun Valley for information on events taking place on or around the date of your event?			<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
List the events taking place on or around the date of your event: <small>5B productions creates a consumer experience with a blend of private and public experiences including live entertainment and sponsored lounges bringing Ketchum to life and maximizing economic impact in our community. These events include musical concerts, a vendor experience, pop up activations and other entertainment. This will be a week long event with extra days needed for load in and loading out of tents, stages, etc. .</small>			
EVENT SCHEDULE:			
Provide the date and time requested to set up and breakdown your event along with the date/time during which the event will take place.			
Set Up <small>Type text here</small>	Date:	Time:	
Event Starts	Date:	Time:	
Event Ends	Date:	Time:	
Clean	Date:	Time:	

APPLICANT INFORMATION:

The applicant must be the chief person of the organization, or an assigned representative authorized to apply on behalf of the organization and plan the event. This person must be available to work closely with the City throughout the permitting process and event.

On-site contact must be accessible at all times from set-up to breakdown of the event.

If your event has more than one contact, in addition to the applicant, please list their information under "Other Contact."

Organization Name: 5B Productions	
Are you a non-profit corporation? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
Applicant Name: Jenny Dupre & Brandon Kuvara	Title: Partners / Owners
Organization Address: PO Box 6418	
City: Ketchum	State: ID Zip: 83340
Phone:	Cell: 615.225.7554 Brandon 337.296.5901 Jenny
Email: Brandon@5BProductions.com Jenny@5BProductions.com	
On-Site Contact: Brandon Kuvara	Title: Owner
Address: PO Box 6418	
City: Ketchum	State: ID Zip: 83340
Phone:	Cell: 615.225.7554
Email: Brandon@5BProductions.com	
Emergency Contact: Jenny Dupre	
Phone:	Cell: 337.296.5901
Email: jenny@5BProductions.com	
Other Contact (such as media, professional event organizer, event service provider or commercial fundraiser hired for this event):	

USE OF CITY FACILITIES, PARKS, AND STREETS:

If you are requesting the use of a public park, the City will assist with your park reservation.

City will advise if applicant will be responsible for production, posting and removal of required signage, such as "No Parking," etc.

As an event organizer, you are required to comply with all City, County, State and Federal Disability Access requirements applicable to your event. All temporary venues, related structures and outdoor sites for special events shall be accessible to persons with disabilities. Disability access includes, but is not limited to, restrooms, clear paths of travel, vendor booth accessibility, building entrances, etc.

If your event includes a road closure request, please contact Ben Varner at Mountain Rides at 208-788-7433 **prior to submittal of application** to ensure the closure will not conflict with their bus schedules.

Temporary Traffic Control Plans (TTCP) must be prepared by a qualified firm for review by the Director of Streets and Facilities.

If your event requires a road closure on Main Street, please contact Deb Pierson at deb.pierson@itd.idaho.gov or 208-886-7839 for permit application.

If you are requesting use of city facilities, parks, or streets, please indicate below:

PARKS AND TOWN SQUARE

<input type="checkbox"/> Atkinson Park	<input checked="" type="checkbox"/> Forest Service Park
<input type="checkbox"/> Rotary Park	<input type="checkbox"/> Lucy Loken Park
<input type="checkbox"/> Other:	<input type="checkbox"/> Town Square

Daily Park Reservation Fees:	<input type="checkbox"/> Up to 100 People (\$160)	<input checked="" type="checkbox"/> 101 People or More (\$320)
------------------------------	---	--

DESIGNATED EVENT LOCATIONS* (\$100.00)

*All other road closures are subject to a \$500 fee and City Council approval. Road closures on Main Street require an Idaho Transportation Department permit.

<input type="checkbox"/> Fourth Street between Leadville and East Avenues	<input type="checkbox"/> First Avenue between River and First Streets
<input type="checkbox"/> First Avenue between Second Street and Sun Valley Road	<input type="checkbox"/> First Avenue between Sun Valley Road and Fourth Street
<input type="checkbox"/> First Avenue between Fifth and Sixth Streets	<input type="checkbox"/> Picabo Street between Gates Road and Ritchie Drive
<input checked="" type="checkbox"/> Washington Avenue between River and First Streets	

Fees for non-designated locations:	Street Party \$100	Medium/Large Events \$500
List dates, times, and location for street closure requests: Main Street from Sun Valley Road to 1st Street: 7am Friday, March 21 to 5am Monday, March 24 2nd Street Closure 1st to Sun Valley Road: Sunday, March 17, 8am to Saturday, March 29th		
Name of person supervising street closure: Brandon Kuvara		
Cell Phone: 615.225.7554	Email: Brandon@5BProductions.com	
How many staff and volunteers will be managing the street closure? 4		
How will staff and volunteers manage the street closure? (ex.: 1 staff person at entrance and 1 at exit of road closure to manage vendors, 2 staff people to make sure road closure signage is removed after event ends) There will only be staff/volunteers managing the Main Street closure on Friday, Saturday and Sunday evenings during the concerts. We will have 2 staff/volunteers and each entrance to manage access for attendees with appropriate credentials for access.		
EVENT SITE PLAN: To ensure the appropriate review of your event, please submit your site plan including all checklist elements, utilizing indicators listed on application. Omission of any checklist elements constitutes an incomplete application. Your site plan must be scaled to accurately represent the location of ALL tents, vendors, etc. For events that have a route, such as races, please include a route map. Site plan locations of all temporary structures and large vehicles must be approved by the City. Written approval is required for obstructions to visibility and access to businesses and property owners surrounding the event. Fire hydrants, sidewalk curb breaks used for ADA accessibility and alley entrances may not be blocked at any time. City review of your load-in, load-out schedule for all vendors, equipment, etc. is required.		
On a separate piece of paper, provide a Site Plan of the event. Site Plan must be scaled to accurately represent the location of all items listed below (if applicable).		
<input checked="" type="checkbox"/> Alcohol Vendors (A)	<input checked="" type="checkbox"/> Barricades (B)	<input checked="" type="checkbox"/> Beverage Vendors (BV)
<input type="checkbox"/> Bleachers (BL)	<input checked="" type="checkbox"/> Electricity/Generator (EL)	<input checked="" type="checkbox"/> Fire Extinguishers (EX)
<input checked="" type="checkbox"/> Fire Lane (FL)	<input checked="" type="checkbox"/> First Aid/EMS (FA)	<input checked="" type="checkbox"/> Food Vendors (FV)
<input checked="" type="checkbox"/> Garbage Receptacles (G)	<input checked="" type="checkbox"/> Hand Washing Sink (HWS)	<input checked="" type="checkbox"/> Portable Toilets (T)
<input type="checkbox"/> Recycling Receptacles (RR)	<input checked="" type="checkbox"/> Retail Merchants (RM)	<input checked="" type="checkbox"/> Security (P)
<input checked="" type="checkbox"/> Stages or Amplified Sound (SO)	<input checked="" type="checkbox"/> Tents (X)	<input checked="" type="checkbox"/> Trailers, Vehicles, Storage (TR)
Have you contacted Mountain Rides to advise of the street closure request? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
*NOTE: The State of Idaho adopted the Manual for Uniform Traffic Control Devices (MUTCD) as a minimum standard for traffic control. The city is legally obligated to require a temporary traffic control plan (TTCP) pursuant to MUTCD standards for anyone using the right-of-ways for any purpose, including special events. A TTCP must be submitted for Street Division review. <i>Applications will not be accepted without a TTCP prepared by a qualified firm.</i>		

TEMPORARY STRUCTURES:

All temporary structures are subject to inspection by the city to assure compliance with building and International Fire Code regulations. (Ord. 1125, 2014)

Tent stakes are not allowed in any City parks, including Town Square. All tents must be weighted down.

All tents having an area more than 200 square feet shall require advance permitting through the Fire Department unless open on all sides. Tents which can hold over 50 or more occupants must provide the Fire Department with a detailed site and floor plan detailing means of egress, seating capacity, location, and type of heating and electrical equipment.

Tents, canopies, or membrane structures shall not be located within 20 feet of lot lines, buildings, other tents, canopies or membrane structures, parked vehicles or internal combustion engines.

Tents must meet the flame propagation performance criteria of NFPA 701.

Combustible materials shall not be located within any tent, canopy, or membrane structure in use for public assembly.

All open flame devices are strictly prohibited within tents unless approved by the fire code official.

Any cooking performed within tents shall require advance approval by the Fire Department.

Will your event have temporary structures, including 10' x 10' pop-up tents? Yes* No

*Describe the size, number, use and assembly and disassembly plan: Current site plan (see attached) includes:
 9 - 10x10
 14 - 10x20
 3 - 20x40
 2 - 40x80
 3 - 40 x100

TRANSPORTATION AND PARKING:

Parking for event organizers, volunteers, vendors and others associated with the production of the event is restricted to long-term parking areas and may not use 2-hour parking spaces.

Where will you direct event attendees to park vehicles?

This will be a community wide campaign that takes into account the traffic and parking flow for the entire World Cup Event.

Will the event provide transportation services to the event? Yes* No

*Describe the transportation services:

We will provide shuttle service from a private secured lot to festival grounds and the base of the race mountain for VIP's only.

CITY SERVICES REQUESTS:

Please let us know what City services you need so that we can help you find a solution.

Police services request for (indicate dates and times needed):

Security Traffic Control Parking Control Escort N/A

The Chief of Police will determine the number of police officers to staff the event. The Chief of Police also determines if police services will be needed at a special event for public safety concerns. Fees may be associated with the need for additional police services.

Fire/EMS services request (indicate dates and times needed):

Ambulance Fire Engine N/A

The Fire Chief will determine availability and approval of the request. The Fire Chief also determines if Fire/EMS services will be needed at a special event for public safety concerns. Fees may be associated with the need for Fire/EMS services.

Will your event use city infrastructure such as bathrooms and trash receptacles? Yes* No

*Fees may be associated with the use of city bathrooms and trash receptacles.

PORTABLE RESTROOMS AND HANDWASHING:

Applicant may be required to provide an adequate number of portable restrooms and handwashing stations at the event. The city's public restrooms should not be included in the calculation. Please utilize the Satellite Industries Restroom Calculator at www.satelliteindustries.com/calculator to assist in estimating the needs for your event.

Applicant is responsible for ensuring all equipment is placed where located on site plan.

Restroom Company:

Number of Portable Restrooms: _____ Number of Handwashing Stations: _____

Restroom Drop Off Date: _____ Time: _____

Restroom Pick Up Date: _____ Time: _____

ELECTRICITY, MUSIC AMPLIFICATION AND LICENSING:

Electricity is available at most designated event locations. The Facilities and Maintenance Division can assist with your electrical needs. Please request a walk-through to ensure the City can accommodate your needs.

Noise generated by special events must meet the conditions outlined in the Ketchum Municipal Code, Section 9, chapter 08.040, Loud or Unnecessary Noises.

Zone	10 p.m. to 7:30 a.m.	7:30 a.m. to 7 p.m.	7 p.m. to 10 p.m.
LR, LR-1, LR-2, GR-L, GR-H, T, T-3000, T-4000	50 dBA	90 dBA	55 dBA
MH, STO-4, STO-1, STO-H, RU, AF, FP, A, ADU, AHO	50 dBA	90 dBA	55 dBA
CC	60 dBA	90 dBA	65 dBA
LI-1, LI-2, LI-3	70 dBA	90 dBA	75 dBA

The City of Ketchum is licensed with three major performing rights organizations; ASCAP, BMI and SESAC. Anyone playing live or prerecorded music on Ketchum’s public property is required to pay a license fee of \$10.00 to be covered under Ketchum’s license. The fee may be waived for applicants showing proof of license with the appropriate organization or by certifying that all music played or performed is original and free of licensing requirements.

Do you have electrical needs? Yes* No

* The Facilities and Maintenance Division will assist with the request based upon availability. Please note that some areas do not have electricity access.

Will your event have amplified sound? Yes* No

*Please review approved noise levels stated in guidelines.

Will live or prerecorded music be played? Yes* No

*Licensing fee of \$10.00 is required. Fee may be waived for applicants showing proof of license with the appropriate organization or by certifying that any and all music played or performed is original and free of licensing requirements.

TRASH AND RECYCLING:

The trash receptacles located on public property, including city parks and Town Square, and public restrooms should not be included in the waste removal plan.

As an event organizer, you are responsible for the waste generated by your participants, spectators, and vendors, as well as the associated costs of disposal. All designated staff and volunteers for trash and recycling management during and after your event must wear identifiable clothing, such as t-shirts of a similar color labeled event management. For assistance in estimating your dumpster and recycling needs, contact the Environmental Resource Center (recycling) and Clear Creek Disposal or Independent Rubbish Service (trash).

Applicants are responsible for cleaning during and after the event and restoring the site immediately following the event. Please pick up all trash associated with your event including but not limited to paper, bottles, cans, signs, course markings, etc. **All city trash cans must also be left empty.** The cost of any employee overtime incurred because of an applicant’s failure to clean/restore the site following the event, which exceeds the applicant’s \$250 deposit, will be borne by the applicant and will be considered in future application requests. If you believe that no litter will be generated during your event, please state this in your plan.

City requires all special events to strive to be sustainable in our community and for our environment. We have partnered with ERC to offer opportunities to help your special event to be as “green” as possible. The City requires a plan for collection and removal of recyclable materials during and after event. Recycling receptacles located in the City’s parks and public right of ways and public restrooms should not be included in the recycling collection and removal plan. See contacts listed above for assistance in formulating your recycling plan. Applicants are responsible for cleaning and restoring the site immediately following the event. If you believe that no recyclable materials will be generated during your event, please state this in your plan.

Have you contracted for trash dumpster(s)? Yes No

How many? _____ What size? _____

Have you contracted for recycling dumpster(s)? Yes No

How many? _____ What size? _____

If you need assistance with calculations for trash and recycling dumpsters, please contact Environmental Resource Center for recycling information and Clear Creek Disposal or Independent Rubbish Service for waste disposal information.

If you marked “no,” describe how you will handle trash and recycling materials at the end of your event.

We are hoping this is something the City of Ketchum can assist the 5850 Fest with this.

Name of person supervising trash and recycling: _____

Cell Phone: _____ Email: _____

How many staff and volunteers will be managing trash and recycling? TBD

How will staff and volunteers manage trash and recycling during and after the event? (ex.: 2 staff dedicated to monitoring containers, all staff members making a sweep through premises after event ends)

CONCESSIONS:
The City of Ketchum’s Resolution 19-013 prohibits the sale and distribution of single-use plastic water bottles, plastic straws, plastic bags, or to-go food containers made of plastic or Styrofoam at all city-owned properties and facilities and city events. The Applicant is responsible to ensure vendors do not distribute these items on City property. Applicant shall take all measures necessary to comply with applicable alcohol dispensing laws and regulations, including the prevention of sales to and consumption by minors and the prohibition of consumption off the authorized premises. All ID’s must be checked, and ID bracelet system may be required. Sales tax permits are required for all vendor sales. Catering permits are required for sales of food and alcoholic beverages. These permits are not included in the special event application. Permit applications can be accessed at www.ketchumidaho.org/forms or from the City Clerk office at City Hall. Please contact South Central Public Health District at 208-788-4335 information on requirements for food vendors.

Will any of the following be served at your event:

<input checked="" type="checkbox"/> Alcoholic Beverages	<input checked="" type="checkbox"/> Food	<input checked="" type="checkbox"/> Merchandise
---	--	---

All vendors should collect state and local sales tax. Vendors serving alcoholic beverages and food must hold a Catering Permit. Sales Tax information and Catering Permits can be obtained from the City Clerk office. A LIST OF VENDORS PARTICIPATING IN YOUR EVENT MUST BE ATTACHED TO THIS APPLICATION OR SUBMITTED TEN (10) DAYS PRIOR TO EVENT. **SALE AND DISTRIBUTION OF SINGLE-USE PLASTIC WATER BOTTLES, PLASTIC STRAWS, PLASTIC BAGS, AND TO-GO FOOD CONTAINERS MADE OF PLASTIC OR STYROFOAM IS PROHIBITED AT ALL CITY-OWNED PROPERTIES, CITY-OWNED FACILITIES AND CITY EVENTS. (Resolution 19-013)**

BANNERS:
If you would like to reserve space for an over the road banner, please submit complete application to the Special Events Manager. Application can be found here: www.ketchumidaho.org/forms

BUSINESS AND/OR PROPERTY OWNER NOTIFICATION

- Please start the notification process within five (5) days of the city deeming your application complete.
 - Special events are required to notify businesses and/or property owners of the date, time, venue, and purpose of event within five (5) days of city receipt of the special event application. Written notice shall be emailed, mailed or hand-delivered to property owners and businesses adjoining the proposed venue. City staff will provide the list and available contact information. Property owners and businesses have seven (7) days in which to submit comments regarding the proposed special event to the city.
 - For all events, City staff may elect to provide additional noticing based on the size, location, and scope of the event. Additional noticing may include, but is not limited to, newspaper advertisements and physical mailing to adjacent property owners or business owners. (Ord. 1151, 2015)
 - Producer is required to submit acknowledgements of notices to the city, from businesses and property owners adjoining the proposed venue and additional noticing that may be required, within 15 days of the city’s certification of a complete application. This may be done by providing an email response or a written signature response from the recipient.
- *For events with amplified sound, producer must notice businesses and property owners in a 250-foot radius of the event location. Contact list will be provided by the city. Those businesses and properties owners outside of the adjacent and required additional notice locations may receive their notification via U.S. Postal Service. Producer must provide the city with certification that those notices have been mailed.

BUSINESS AND/OR PROPERTY OWNER NOTIFICATION

City Staff may require additional noticing based on the size, location, and scope of the event. Additional noticing may include, but is not limited to, newspaper advertisements and physical mailing to adjacent property owners or business owners. (Ord. 1151,2015)

INSURANCE REQUIREMENTS

Attach a certificate of public liability insurance pursuant to the following requirements of Title 12, Chapter 12.32 of the Ketchum Municipal Code. Every applicant, at its sole cost and expense, shall obtain and maintain in full force and effect throughout the entire term of the licensed special event public liability insurance in the amount of one million dollars (\$1,000,000.00) per person and one million dollars (\$1,000,000.00) per accident. In addition, every applicant, at its sole cost and expense, shall obtain and maintain public liability insurance for property damage in the amount of one million dollars (\$1,000,000.00). Certificates of such insurance shall be filed concurrently with the application for the special event and will include an endorsement stating that the City of Ketchum is named as an additional insured and that said insurance will not be canceled or altered by the insurance company or applicant without ten (10) days prior written notice of such intended alteration or cancellation to the City. Current certificates of such insurance shall be always kept on file during the term of the special event. (Ord. 669 § 7, 1995)

SIGNIFICANT EVENT CHANGES

Has this event been approved in the City of Ketchum in previous years? Yes* No

*If yes, please indicate any significant changes to the event request since its last approval:

HAVE YOU ATTACHED OR OBTAINED THE FOLLOWING?

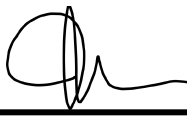
<input type="checkbox"/> Payment & Deposit	<input type="checkbox"/> Proof of Insurance	<input type="checkbox"/> Temporary Traffic Control Plan
<input checked="" type="checkbox"/> Site Plan	<input type="checkbox"/> ITD Permit	<input type="checkbox"/> Alcohol Beverage Catering Permit
<input type="checkbox"/> City Sales Tax Permit	<input type="checkbox"/> Notification Form	<input type="checkbox"/> Health Department Permit
<input type="checkbox"/> Vendor List	<input type="checkbox"/> Proof of Music License	<input type="checkbox"/> Other

It is the applicant’s responsibility to contact agencies outside of Ketchum that may be involved in the permit, inspection, sales, convenience, or assistance process connected with your event. Those agencies may include but are not limited to the Idaho Power Company, Intermountain Gas, Idaho Alcohol Beverage Control Board, Idaho Highway Patrol and Blaine County Recreation District (a separate permit is required for use of any portion of the Wood River Trail System).

AUTHORIZATION OF APPLICANT

I have reviewed the completed application and know the contents thereof to be true. I represent and warrant that I have the lawful authority and authorization to execute this application and attached indemnity agreement, for and on behalf of the entity applying for the special event license. I have reviewed the conditions of the Ketchum Municipal Code, Title 12, Chapter 12.32 and do hereby agree to the terms set forth therein. Furthermore, I acknowledge that if I fail to so comply with the criteria and conditions set forth in Title 12, Chapter 12.32, my special event license will be revoked.

Pursuant to Resolution No. 08-123, any direct costs incurred by the city of Ketchum to review this application will be the responsibility of the applicant. Costs include but are not limited to engineer review, noticing, and copying costs associated with the application. The city will require a retainer to be paid by the applicant at the time of application submittal to cover said associated costs. Following a decision or other closure of an application, the applicant will either be reimbursed for unexpended funds or billed for additional costs incurred by the city.

Signature of Applicant: 

Date: 6-24-24

BLENDING GLOBAL EXCELLENCE
WITH LOCAL CHARM



PRODUCTIONS

5850 FEST PLAN OVERVIEW



PRODUCTIONS

BLENDING GLOBAL EXCELLENCE
WITH LOCAL CHARM

WHO WE ARE

Welcome to 5B Productions: the pinnacle of experiential entertainment, where every event is a masterpiece waiting to be unveiled. Our team is transcending boundaries by curating, producing, and marketing experiences that honor the charisma of our locale. Specializing in live events, concerts and parties, 5B brings a world-class touch to Blaine County and to your doorstep.

Our mission is simple yet profound: to seamlessly blend global excellence with local charm, ensuring that the world's finest finds its way to your backyard.

5B PRODUCTIONS

WHAT WE DO

5B Productions offers full-service development, production, and marketing capabilities for events of all varieties and scales - including festivals, brand activations, experiential events and high profile civic events.

We hone in on the spirit of a location and occasion to create bespoke experiences equipped with in-house creative, marketing, sponsorship, ticketing, and production teams.

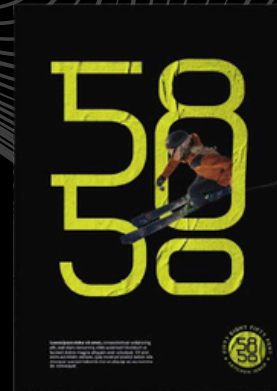


5B PRODUCTIONS
PRESENTS



5850 FEST

5B Productions presents the 5850 Fest,
Where the Party Peaks, March 20-27, 2024.
This 7 day party of epic proportions is the
“Official Festival of the Sun Valley World
Finals” in Ketchum, Idaho.



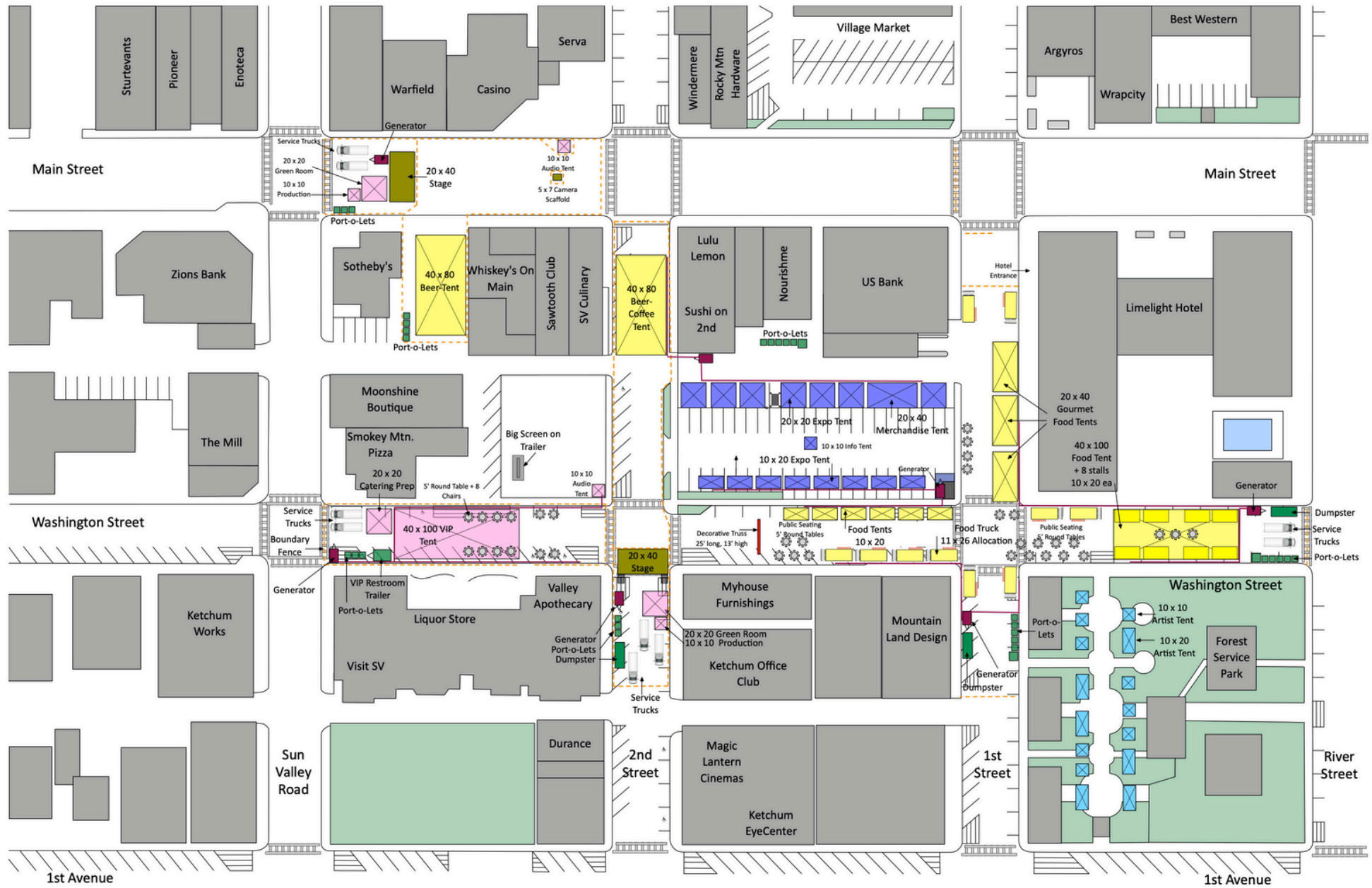
**Please note these designs are not final and subject to change*

WHY IS IT IMPORTANT?

The 5850 Fest will supplement the official festivities of FIS and the Sun Valley Company, and will provide our community the opportunity to experience and celebrate the 2025 World Cup as we make history.



**Please note these designs are not final and subject to change*



*Please note these designs are not final and subject to change



TENTATIVE SCHEDULE

Date	Time	Event	Managing Partner	Location
Thursday, March 20 Kick off Party	11:00am	Men's Downhill Training	SVR	
	12:30pm	Women's Downhill Training	SVR	
	2:00pm - 5:00pm	Live Apres Music	SVR	Warm Springs Plaza
	5:00pm - 9:00pm	Kick off Party	5850 Fest	Whiskey's
	9:00pm - Late	After Party	5850 Fest	TBA
Friday, March 21 Opening Party	9:00am - 1:30pm	Coffeehaus open	5850 Fest	2nd street
	9:00am - 10:00pm	Sponsor Lounges open	5850 Fest	Main street
	9:00am - 9:00pm	Restaurant Row opens	5850 Fest	Washington street
	9:00am - 9:00pm	Vendor Village opens	5850 Fest	Forest Service Park
	11:00am	Women's Downhill Training	SVR	
	12:30pm	Men's Downhill Training	SVR	
	1:30am - 10:00pm	Biergarten open	5850 Fest	2nd street
	2:00pm - 5:00pm	Live Apres Music	SVR	Warm Springs Plaza
	4:00 - 6:00pm	Special Programming	5850 Fest	Main Stage
	6:00pm - 10:00pm	Main Stage Opening Party	5850 Fest	Main Stage
	10:00pm - Late	After Party at Whiskey's	5850 Fest	Whiskey's

	Time	Event	Managing Partner	Location
Saturday, March 22nd Peak Party	9:00am - 1:30pm	Coffeehaus open	5850 Fest	2nd street
	9:00am - 10:00pm	Sponsor Lounges open	5850 Fest	Main street
	9:00am - 9:00pm	Restaurant Row open	5850 Fest	Washington street
	9:00am - 9:00pm	Vendor Village open	5850 Fest	Forest Service Park
	11:00am	Men's Downhill	SVR	International/Warm Springs/Greyhawk
	12:30pm	Women's Downhill	SVR	International/Warm Springs/Greyhawk
	1:30am - 10:00pm	Biergarten open	5850 Fest	2nd Street
	2:00pm - 5:00pm	Live Apres Music	SVR	Warm Springs Plaza
	6:00pm - 10:00pm	Main Stage Peak Party	5850 Fest	Main Stage
	6:00pm - 10:00pm	Formal Athlete/Coach Dinner Party (Private Event)	SVR	River Run Lodge
	10:00pm - Late	After Party at Whiskey's	5850 Fest	Whiskey's
Sunday, March 23rd No boots No service	9:00am - 1:30pm	Coffeehaus open	5850 Fest	2nd street
	9:00am - 10:00pm	Sponsor Lounges open	5850 Fest	Main street
	9:00am - 9:00pm	Restaurant Row open	5850 Fest	Washington street
	9:00am - 9:00pm	Vendor Village open	5850 Fest	Forest Service Park
	11:00am	Women's Super G	SVR	
	12:30pm	Men's Super G	SVR	
	1:30am - 10:00pm	Biergarten open	5850 Fest	2nd street
	2:00pm-5:00pm	Live Apres Music	SVR	Warm Springs Plaza
	6:00pm-10pm	Main Stage- No Boots No Service Party		Downtown Ketchum
	10:00pm - Late	After Party at Whiskey's	5850 Fest	Whiskey's

	Time	Event	Managing Partner	Location
Monday, March 24th Athletes off day. No races.	9:00am - 1:30pm	Coffeehaus open	5850 Fest	2nd street
	9:00am - 10:00pm	Sponsor Lounges open	5850 Fest	Main street
	9:00am - 9:00pm	Restaurant Row open	5850 Fest	Washington street
	9:00am - 9:00pm	Vendor Village open	5850 Fest	Forest Service Park
	9:00am - 10:00am	First Tracks	5850 Fest	Argyros Performing Arts Center
	1:30pm - 10:00pm	Biergarten open	5850 Fest	2nd street
		Special Programming	5850 Fest	Restaurant Row
		Special Programming	5850 Fest	TBA
	2:00pm - 4:00pm	Ski Film	5850 Fest	Argyros Performing Arts Center
	4:00pm - 6:00pm	Skijoring w/ City of Sun Valley	SVR	Sun Valley Festival Meadows
	6:00pm - 10:00pm	Special Programming	5850 Fest	Whiskey's on Main
		Special Programming	5850 Fest	The Argyros Performing Arts Center
Tuesday, March 25th	9:00am - 1:30pm	Coffeehaus open	5850 Fest	2nd street
	9:00am - 10:00pm	Sponsor Lounges open	5850 Fest	Main street
	9:00am - 9:00pm	Restaurant Row opens	5850 Fest	Washington street
	9:00am - 9:00pm	Vendor Village opens	5850 Fest	Forest Service Park
	9:00am - 10:00am	First Tracks	5850 Fest	The Argyros Performing Arts Center
	10:30am	Women's GS Run #1	SVR	On mountain
	1:00pm	Women's GS Run #2	SVR	On mountain
	1:30am - 10:00pm	Biergarten open	5850 Fest	2nd street
	2:00pm - 5:00pm	Live Apres Music	SVR	Warm Springs Plaza
	4:00pm - 6:00pm	Skijoring w/ City of Sun Valley	SVR	Sun Valley Festival Meadows
	6:30pm - 8:30pm	Ski Film	5850 Fest	Argyros Performing Arts Center
		Special Programming	5850 Fest	Whiskey's on Main
	10:00pm - Late	After Party at Whiskey's	5850 Fest	Whiskey's

	Time	Event	Managing Partner	Location
Wednesday, March 26th	9:00am - 1:30pm	Coffeehaus open	5850 Fest	2nd street
	9:00am - 10:00pm	Sponsor Lounges open	5850 Fest	Main street
	9:00am - 9:00pm	Restaurant Row open	5850 Fest	Washington street
	9:00am - 9:00pm	Vendor Village open	5850 Fest	Forest Service Park
	9:00am - 10:00am	First Tracks	5850 Fest	Argyros Performing Arts Center
	10:30am	Men's GS Run #1	SVR	On mountain
	1:00pm	Men's GS Run #2	SVR	On mountain
	1:30am - 10:00pm	Biergarten open	5850 Fest	2nd street
	2:00pm - 5:00pm	Live Apres Music	SVR	Warm Springs Plaza
	6:30pm - 8:30pm	Ski Film	5850 Fest	Argyros Performing Arts Center
		Special Programming	5850 Fest	Whiskey's on Main
	10:00pm - Late	After Party at Whiskey's	5850 Fest	Whiskey's
Thursday, March 27th	9:00am - 1:30pm	Coffeehaus open	5850 Fest	2nd street
	9:00am - 10:00pm	Sponsor Lounges open	5850 Fest	Main street
	9:00am - 9:00pm	Restaurant Row open	5850 Fest	Washington street
	9:00am - 9:00pm	Vendor Village open	5850 Fest	Forest Service Park
	9:00am - 10:00am	First Tracks	5850 Fest	Argyros Performing Arts Center
	10:00am	Women's Slalom Run #1	SVR	On mountain
	11:00am	Men's Slalom Run #1	SVR	On mountain
	1:00pm	Women's Slalom Run #2	SVR	On mountain
	1:30am - 10:00pm	Biergarten open	5850 Fest	2nd street
	2:00pm	Men's Slalom Run #2	SVR	On mountain
	2:00pm-5:00pm	Live Apres Music	SVR	Warm Springs Plaza
	6:30pm-8:30pm	Ski Film	5850 Fest	Argyros Performing Arts Center
		Closing Party at Whiskey's	5850 Fest	Whiskey's on Main

58 PRODUCTIONS

PRESENTS



SEE YOU THERE



7 AM Friday, March 21 to
5 AM Monday, March 24
(also requires ITD Approval)

8 AM Sunday, March 17 to
Saturday, March 29



City of Ketchum

CITY COUNCIL MEETING AGENDA MEMO

Meeting Date: July 1, 2024 Staff Member/Dept: Morgan Landers, AICP – Director of Planning and Building

Agenda Item: Recommendation to review and discuss the three-year review of the Historic Preservation Commission and future activities.

Recommended Motion: Not Applicable – no motion or action requested

Reasons for Recommendation:

- Following the appeal decision by City Council for the relocation of an historic structure at 2nd and Leadville, the council requested a follow up discussion about the roles and responsibilities of the Historic Preservation Commission (HPC) and the criteria by which they make determinations on demolition and/or relocation of historic assets
• The Comprehensive Plan will provide expanded clarity on the role of historic preservation for our community and how it contributes to our economy and community character.
• Feedback from the City Council on the city’s historic preservation program will help shape the goals and policies of the comprehensive plan and guide the work of the HPC into the future.

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

Ketchum has a history of historic preservation in various forms dating back to the late 80s. Below is a general timeline of activities related to historic preservation:

General Timeline

1989 – Ordinance 511 created the Historic Preservation Commission – no restrictions put in place Ketchum/Sun Valley Historic Society (KSVHS)
2003 – An overview of Historic Buildings published
2004 – Draft Historic Preservation Ordinance (criteria for listing and demo/relocation) – not adopted
2005 – Archaeological and Historic Survey Report (Walsworth Study)
2006 – HPC Recommended Heritage Sites Report
2010 – National Register of Historic Places review
2020 – Emergency Ordinance (1213) halting demolition or significant alteration to any historic structure in the community core. Included a Historic Building List (82 properties). TAG Survey that catalogued historic structures in the community core. Legal memo outlining approach to historic preservation and general regulatory parameters (Attachment 2)
2021 – Interim Ordinance (1216) – appointed HPC and created a process and criteria for requests to demolish or alter a historic resource/asset. Included a revised Historic Building List (26 properties). Final Historic Building/Site List adopted on October 19, 2021 (24 properties).

2022 – Permanent Ordinance (1231) – Established criteria for what qualifies to be listed on the Historic Building List, finalized criteria for alterations and demolitions.

Today the roles and responsibilities of the Historic Preservation Commission are outlined in Ketchum Municipal Code (KMC) [Chapter 4.08](#). The KMC also includes criteria for the listing of properties to the city’s Historic Building/Site List ([17.20.020](#)) and the process and criteria for altering or demolishing a listed historic building ([17.20.030](#)).

Listing of Buildings

The emergency ordinance included a list of 82 properties in the community core that were identified by the 2005 Walsworth Study. Within the 90 days of the emergency ordinance, staff worked with consultants to identify which properties within the 82 would be eligible for local listing or national register listing. This resulted in a revised list of 26 properties that were adopted with Interim Ordinance 1216. The City Council had much discussion about the list of properties and at one point during the three readings considered reducing the list to only seven properties. During the third reading (Jan 15, 2021), with advice from the City Attorney, the council agreed that the list of 26 properties was the appropriate starting point for the community core and acknowledged that the HPC would continue to monitor and manage the Historic Building/Site List as part of their core duties. See Attachment 3 for the legal opinion drafted by the City Attorney regarding the historic building list.

Standard noticing requirements were completed for the December Planning and Zoning Commission hearing and the January City Council hearings on the interim ordinance. Notices to the 26 property owners were distributed prior to the January 15, 2021 hearing of the Ketchum City Council. Today, the Historic Building/Site List includes 24 buildings. The final list was adopted on October 19, 2021, after further research was conducted to verify their historic significance (Attachment 1).

Today, any member of the community can petition to have a building or site listed on the Historic Building/Site List. The city has an application with a set of application materials requested to fully evaluate whether the building/site meets the identified criteria in the KMC. In short, a building/site must meet three criteria:

- be 50 years or older and
- must retain its physical integrity (i.e. original design features, materials, character, location)
- shall have historic significance from an architectural, social, or geographic perspective

Alterations/Demolitions

Initial criteria for the alteration or demolition of historic properties was adopted with the interim ordinance and no revisions were made for the permanent ordinance adoption. The criteria is as follows:

1. Is the structure of historic or architectural value or significance and does it contribute to the historic significance of the property within the community core.
2. Would the loss, alteration of, or addition to, the structure adversely affect the historic integrity of the structure, impact the significance of the structure within the community core, impact the architectural or aesthetic relationship to adjacent properties, or conflict with the Comprehensive Plan.
3. Does the structure retain the requisite integrity to convey its historic and/or architectural significance.

4. Does the proposed demolition or alteration adversely affect the historic significance or architectural distinction of the structure or the community core.

At the time of adoption of the interim ordinance, it was thought by many that a building could be relocated or demolished if there were some sort of commemorative elements or “nod” to the historic building in the replacement development. At one point, there was confusion on whether the HPC could legally deny a demolition application. The City Attorney has drafted two legal memos (Attachments 4 and 5) throughout the process that outlines the legal authority of the HPC.

The HPC has the ability to deny a demolition application if they find that the criteria adopted in KMC is not met. Additionally, consideration for the replacement project or some other sort of commemoration is not included in the evaluation criteria outlined above. As noted below in future activities, evaluation criteria are something that can be discussed and addressed through the code update process.

Activities To Date

Since the formation of the HPC and adoption of the ordinances referenced above, the HPC has reviewed six applications for alterations or demolitions of listed historic structures. The HPC also reviews the demolition applications of all non-listed structures that are 50 years or older to determine if the structure should be listed. Finally, the HPC recently completed a Historic Preservation Handbook (Attachment 6) and was awarded a grant by the State Historic Preservation Office to update the city’s survey of historic structures.

Next Steps

As part of the Cohesive Ketchum project (update of the comprehensive plan and code), the city is looking to refine the goals and policies related to historic preservation in the comprehensive plan. Additionally, as part of this current phase of the code update, there is an opportunity to update the procedures and criteria by which applications for alterations and/or demolitions are reviewed. The council has expressed interest in discussing the potential for additional criteria that weighs public benefit of the replacement development as part of the consideration for demolitions or relocations.

Staff is open to feedback from the Council on any desired clarifications or adjustments that may be beneficial to the process and our community as a whole. Staff has work sessions scheduled with the HPC and the Planning and Zoning Commission to review these discussion topics over the next month.

Sustainability Impact:

None

Financial Impact:

None OR Adequate funds exist in account:

None

Attachments:

- | |
|-------------------------------------|
| 1. Historic Building/Site List |
| 2. Legal Opinion – October 9, 2020 |
| 3. Legal Opinion - January 13, 2021 |
| 4. Legal Opinion – April 29, 2021 |
| 5. Legal Opinion – February 2, 2023 |
| 6. Historic Preservation Handbook |



City of Ketchum

ATTACHMENT 1:

Historic Building/Site List

CITY OF KETCHUM - HISTORIC PRESERVATION COMMISSION PROPOSED HISTORIC BUILDING/SITE LIST

Common Name:	Street Address:	GIS Address	RPK #
Greenhow & Rumsey Store, NRHP listed (Culinary Institute)	211 North Main Street	211 N Main St	RPK0000018004B
Forest Service Park, NRHP listed	Between River and 1 st Street	131 E River St	RPK0000040001A
Comstock & Clark Mercantile (Enoteca Restaurant)	300 North Main Street	300 N Main St	RPK0000040010
Lewis Bank (Rocky Mountain Hardware)	180 North Main Street	180 N Main St	RPK08410000D0
Dynamite Shed (TNT Taproom)	271 Sun Valley Road	271 E Sun Valley Rd	RPK0000017004A
Bert Cross Cabin (Vintage Restaurant)	271 ½ Leadville Avenue North	271 N Leadville Ave	RPK000003007A
Horace Lewis Home (Elephant's Perch)	280 East Avenue North	280 N East Ave	RPK0000043003A
Ketchum Kamp Hotel (Casino)	220 North Main Street	220 N Main St	RPK00000302AA
Pioneer Saloon	308 North Main Street	320 N Main St	RPK000004002A
First Telephone Co. (Chapter One Bookstore)	340 North 2 nd Street	340 E 2nd St	RPK000002004B
Fagan Property (Country Cousin Store)	411 Sun Valley Road	411 E Sun Valley Rd	RPK00000240010
Bonning Cabin	531 5 th Street East	500 N East Ave	RPK00000460010
McCoy/Gooding/Miller House (Residence)	111 N east Ave	111 N East Ave	RPK0000022005B
Former Post Office (Former Formula Sports)	460 North Main Street	460 N Main St	RPK000005003A
Michel's Christiania Restaurant	303 Walnut Avenue	303 N Walnut Ave	RPK00000440050
E.B Williams House (Ketchum Grill)	520 East Avenue North	520 N East Ave	RPK00000460020
Alonzo Price/Esther Fairman House	180 Leadville Avenue North	180 N Leadville Ave	RPK00000220040
Thornton House (Picket Fence)	560 East Avenue North	560 N East Ave	RPK0000046004A
McAtee House (Former Taste of Thai)	380 1 st Avenue	380 N 1st Ave	RPK00000370050
George Castle Cabin	431 ½ Walnut Avenue (in the alley)	431 N Walnut Ave	RPK00000450060
Community Library/Gold Mine Thrift Store	331 Walnut Avenue	331 N Walnut Ave	RPK00000440060
Jack Frost Motel (Gold Mine Consign Building)	591 4 th Street East	571 E 4th St	RPK00000450050
St. Mary's Catholic Church (Mesh Gallery)	380 Leadville Avenue North	420 E 4th St	RPK00000240040
Louies/The Church (Picket Fence)	560 N East Ave	560 N East Ave	RPK0000046004A

Adopted by HPC October 19, 2021



City of Ketchum

ATTACHMENT 2:

Legal Opinion – October 9, 2020

WHITE PETERSON

ATTORNEYS AT LAW

MARC J. BYBEE
WM. F. GIGRAY, III
DAVID A. HEIDA
MATTHEW A. JOHNSON
JAY J. KIIHA **
WILLIAM F. NICHOLS *
BRIAN T. O'BANNON *

WHITE, PETERSON, GIGRAY & NICHOLS, P.A.
CANYON PARK AT THE IDAHO CENTER
5700 E. FRANKLIN RD., SUITE 200
NAMPA, IDAHO 83687-7901

TEL (208) 466-9272
FAX (208) 466-4405

EMAIL: mjohnson@whitepeterson.com

PHILIP A. PETERSON
WILLIAM L. PUNKONEY

TERRENCE R. WHITE **
OF COUNSEL
WILLIAM F. "BUD" YOST
OF COUNSEL

* Also admitted in OR
** Also admitted in WA

October 9, 2020

PRVILEGED AND CONFIDENTIAL ATTORNEY-CLIENT COMMUNICATION

To: Mayor and Councilmembers, City of Ketchum
Hand-delivered

Cc: City Administrator,
Planning and Building Director
Electronically delivered.

Re: Legal Analysis Related to Historical Preservation and Demolition Moratorium

Background:

City staff has identified that development demand within the City is increasing the likelihood of negative impacts to historic structures and landmarks within the City. This includes potential demolition of historically significant structures. This memo was requested to provide a legal review and opinion on historic preservation approaches.

City Current Historic Preservation Approach:

The City has established a Historical Preservation Commission (HPC). Ketchum City Code 4.08. However, there are currently no members appointed to the HPC. The purpose of the HPC is identify, evaluate, designate and protect areas and structures with historical, architectural, archaeological, and cultural heritage significance. KCC 4.08.010. The power and duties of the HPC include surveying local historic properties and making recommendations on preservation and planning. KCC 4.08.050.

In 2005, the City conducted and completed a survey of historic properties. This survey was conducted by Walsworth and Associates. (2005 Walsworth Survey). To date, there have been no further updates or amendments to the 2005 Walsworth Survey. In 2006, the HPC did adopt an additional recommended list of heritage sites. (2006 HPC Survey).

The City has established a separate demolition process for historic buildings versus non-historic buildings. Historic buildings are defined as those fifty years or older, or properties identified in the 2005 Walsworth Survey. KCC 15.16.020. The substantial difference in the demolition permit process for a historic building is that there is a requirement for notice to the public of intent to demolish and a sixty (60) day demolition waiting period. KCC 15.16.040. The purpose of the waiting period appears to be to allow for potential negotiations for relocation of a historic building.

The City has not established any historic districts or zones.

Historic Preservation Authority:

The City has legal authority to protect and preserve historic sites under Idaho Code Title 67, Chapter 46. The purpose of that statute specifically includes that historical, archaeological, architectural, and cultural heritage preservation is a public interest at all levels of government, including cities as a political subdivision of the state. I.C. §67-4601.

Cities are empowered to create a historic preservation commission. I.C. §67-4603. Cities are empowered to acquire historic properties, I.C. §67-4606, or historic easements, I.C. §67-4613.

I.C. §67-4607 provides for the establishment of historic districts. I.C. §67-4608 provides for regulation of structures and buildings within historic districts by requiring a certificate of appropriateness determination before any exterior structure alteration, including demolition.

Cities are also broadly empowered to enact special restrictions or conditions for the protection and preservation of properties in historic district. I.C. §67-4612. This includes broad language about the authority for a city to adopt special conditions and restrictions for historic preservation.

I.C. §67-4614 provides for a city to adopt an ordinance for designating historic properties, including factors and criteria to be considered in such. I.C. § 67-4615 sets a process for the ordinance designating a historic property, including an investigation and report from the local historic preservation commission and a public hearing on the ordinance.

I.C. §67-4616 specifies that a property designated as historic must go through a one hundred and eighty (180) day notice and waiting period before being demolished, materially altered, remodeled, relocated, or put to a different use. The intent of this notice period is to allow for negotiations on options such as acquisition or relocation to preserve the historic building.

Legal Note and Recommendation: KCC 15.16.040 only requires a sixty (60) day waiting period on demolition of structures identified as historic under the 2005 Walsworth Survey. There is a potential conflict here between local ordinance and state law, although it is not clear that the 2005 Walsworth Survey actually constitutes a listing of historical designations adopted by ordinance (though arguably that Survey is incorporated into the definition of "Historic.") Out of an abundance of caution, the stricter of the two (the state requirement of 180 days) is recommended to be followed until the City's historic preservation ordinance is updated and clarified.

Emergency, Moratorium, and Interim Authority:

Idaho Code §67-6523 authorizes the City to adopt an emergency ordinance upon a finding of imminent peril to the public health, safety, or welfare. This includes the authority to adopt a moratorium upon issuing selected permits (such as demolition permits). An emergency ordinance may only be effective for one-hundred eighty-two (182) days. For the provisions or restrictions of such ordinance to remain in place longer the city must adopt an interim or regular ordinance. An emergency ordinance/moratorium may be adopted upon an abbreviated process and notice of hearing, and without recommendation of a commission.

I.C. §67-6524 authorizes the City to adopt an interim ordinance during the pendency of a plan being prepared. This includes the authority to adopt an interim moratorium upon selected permits upon finding an imminent peril to the public health, safety, or welfare. An interim ordinance may be effective up to one year, as which point to continue such restrictions a regular ordinance must be adopted. The interim ordinance statute does not specify that such may be adopted upon an abbreviated process.

Legal Analysis:

The City has authority to adopt an emergency or interim moratorium on demolition permits upon a finding that there is an imminent threat to the public welfare. Such threat to the public welfare may include the potential for irreparable harm to the historical character and cultural heritage of the City.

The City's current historic preservation approach likely needs updating to reflect current conditions. The City should ensure the HPC is appointed and actively functioning. The City also likely needs to update its historic preservation related ordinances and restrictions to match Idaho Code (see *Legal Note* above and also need for process per I.C. §67-4614). Additionally, the City likely should evaluate the need to update, amend, or revise the 2005 Walsworth Survey to make sure it is up to date, and also to identify historic properties that may need to go through the designation process under I.C. §67-4614. Alternatively or additionally, the City may wish to address the concept of historic districts and/or further special restrictions.

Based upon the timing and impacts involved, an emergency moratorium on demolition permits is legally justifiable and likely the most appropriate option to immediately provide for the historic preservation purpose while the City takes further action to review and update its approach to historic preservation. **Time-sensitivity and a need to act quickly to avoid a potential "rush" on demolition permits would justify an emergency ordinance approach.**

Alternatively, an interim ordinance approach is available – which would provide for a longer effective period but would require more process and create more time lapse before becoming effective (increasing the risk of a rush on permits).

It would likely be more effective based upon indicated purposes to first adopt an emergency ordinance, and then later adopt an interim ordinance if it is determined that more than the 182 days is going to be necessary to fully update and adopt the City's historic preservation regulations.



Matthew A. Johnson
City Attorney



City of Ketchum

ATTACHMENT 3:

Legal Opinion – January 13, 2021

WHITE PETERSON

ATTORNEYS AT LAW

MARC J. BYBEE
WM. F. GIGRAY, III
DAVID A. HEIDA
MATTHEW A. JOHNSON
JAY J. KIIHA **
WILLIAM F. NICHOLS *
BRIAN T. O'BANNON *

WHITE, PETERSON, GIGRAY & NICHOLS, P.A.
CANYON PARK AT THE IDAHO CENTER
5700 E. FRANKLIN RD., SUITE 200
NAMPA, IDAHO 83687-7901

TEL (208) 466-9272
FAX (208) 466-4405

EMAIL: mjohnson@whitepeterson.com

PHILIP A. PETERSON
WILLIAM L. PUNKONEY

TERRENCE R. WHITE **
OF COUNSEL
WILLIAM F. "BUD" YOST
OF COUNSEL

* Also admitted in OR
** Also admitted in WA

January 13, 2021

To: Mayor and City Council
City of Ketchum
Delivered electronically

From: Matthew Johnson, City Attorney

Re: Interim Ordinance 1216 – Historic Building List

This memo is to provide some legal input regarding the historic preservation interim ordinance, and specifically the designation of the Historic Building List called for by the ordinance.

These concerns began to come to mind during the deliberation at your second reading, but I needed some time to reflect on the scope of the concerns and did not want to interrupt your deliberations with a partially formed concern. Upon some further analysis and discussion though, I do want to raise these issues for you as you prepare for deliberations upon the third reading.

The legal concern is the defensibility of the interim ordinance and that any list designated has a basis in a defensible standard. This concern is somewhat moderated by the fact that this is merely an interim ordinance at this time (so more limited time exposure). In conducting the initial legal review of the draft interim ordinance, I felt the initial designated Historic Building List was fairly defensible as it was prepared based upon an expert review and survey. We could point to a specific report, expert opinion, and set of criteria to justify the listings if challenged.

My concern is that when the Council began revising and reducing the List at the second reading that there was no specific standard stated for why a property did or did not make the cut upon revision. It appeared to be more of a general feel/consensus type approach, which is a vague standard and increases the opportunity for an argument that a building was or was not included on an arbitrary basis. I understand the motivation and policy consideration for revising the List. This memorandum is not to say such a revision is not allowed; only to identify that such revisions need clarification on the criteria and standards for differentiating.

I am recommending for the staff report on third reading that two options be presented for Council consideration on finalizing the interim ordinance: (1) using the original Historic Building List with its criteria from the report ala the first reading, or (2) using the revised (or further revised) List with clarification on the record of the criteria being used to sort properties on or off the List, building upon the second reading discussion but with some further specificity on criteria.

I am sending this memorandum to the Council in advance for your consideration (and essentially as recommended homework) for considering how you can more specifically identify criteria you may use in the revising of the List.

Part of the long-term ongoing work on the Historic Preservation Commission will be to apply the criteria to be set in the permanent ordinance to properties going forward. This will allow the HPC to make these determinations in a more defensible manner tied to specific standards. From the legal perspective, this is an important defensibility factor should there be any challenge to such a determination.

In the short term, with the interim ordinance, the key legal consideration is the standards/criteria used to justify the List. It may be the Council feels some of the policy and political considerations outweigh the risk of some less defined standards or getting outside the existing report— particularly with the shorter term of the interim ordinance. However, I wanted to highlight this legal concern for your attention and a risk evaluation. This memo is also to recommend increasing the attention on setting/applying criteria for the List revisions so as to increase legal defensibility, just in case.

Should you have questions or concerns on these legal recommendations, you wish to discuss, please feel free to contact me individually or request clarification from me at the next meeting.



City of Ketchum

ATTACHMENT 4:

Legal Opinion –

April 29, 2021

WHITE PETERSON

ATTORNEYS AT LAW

MARC J. BYBEE
WM. F. GIGRAY, III
DAVID A. HEIDA
MATTHEW A. JOHNSON
JAY J. KIIHA **
WILLIAM F. NICHOLS *
BRIAN T. O'BANNON *

WHITE, PETERSON, GIGRAY & NICHOLS, P.A.
CANYON PARK AT THE IDAHO CENTER
5700 E. FRANKLIN RD., SUITE 200
NAMPA, IDAHO 83687-7901
TEL (208) 466-9272
FAX (208) 466-4405
EMAIL: mjohnson@whitepeterson.com

PHILIP A. PETERSON
WILLIAM L. PUNKONEY

TERRENCE R. WHITE
OF COUNSEL
WILLIAM F. "BUD" YOST
OF COUNSEL

* Also admitted in OR
** Also admitted in WA

April 29, 2021

To: Historic Preservation Commission
City of Ketchum

From: Matthew Johnson, City Attorney

Re: Idaho Legal Authority re Historic Preservation

Dear HPC Members,

This memo is to recap some of the background on the reconstitution of the City of Ketchum HPC and the steps before you. Also, in follow-up to the legal training and some questions at the previous HPC meeting, below you will find a listing of the key relevant statutes in Idaho relating to historic preservation authority and policy option available to the City.

Background:

The City has identified that development demand within the City is increasing the likelihood of negative impacts to historic structures and landmarks within the City. This includes potential demolition of historically significant structures.

The City had established a Historical Preservation Commission (HPC). Ketchum City Code 4.08. Until recently however, there were no active members appointed to the HPC. The purpose of the HPC is identify, evaluate, designate and protect areas and structures with historical, architectural, archaeological, and cultural heritage significance. KCC 4.08.010. The power and duties of the HPC include surveying local historic properties and making recommendations on preservation and planning. KCC 4.08.050.

In 2005, the City conducted and completed a survey of historic properties. This survey was conducted by Walsworth and Associates. (2005 Walsworth Survey). In 2006, the HPC did adopt an additional recommended list of heritage sites. (2006 HPC Survey).

The City has established a separate demolition process for historic buildings versus non-historic buildings. Historic buildings are defined as those fifty years or older, or properties identified in the 2005 Walsworth Survey. KCC 15.16.020. The substantial difference in the demolition permit process for a historic building is that there is a requirement for notice to the public of intent to demolish and a sixty (60) day demolition waiting period. KCC 15.16.040. The purpose of the waiting period appears to be to allow for potential negotiations for relocation of a historic building.

The City has not established any historic districts or zones.

The City has recently adopted an interim ordinance regulating demolition of historic buildings while an updated historic preservation/demolition process is established. The City has also recently reconstituted the HPC.

Historic Preservation Authority:

The City has legal authority to protect and preserve historic sites under Idaho Code Title 67, Chapter 46. The purpose of that statute specifically includes that historical, archaeological, architectural, and cultural heritage preservation is a public interest at all levels of government, including cities as a political subdivision of the state. I.C. §67-4601.

Cities are empowered to create a historic preservation commission. I.C. §67-4603. Cities are empowered to acquire historic properties, I.C. §67-4606, or historic easements, I.C. §67-4613.

I.C. §67-4607 provides for the establishment of historic districts. I.C. §67-4608 provides for regulation of structures and buildings within historic districts by requiring a certificate of appropriateness determination before any exterior structure alteration, including demolition.

Cities are also broadly empowered to enact special restrictions or conditions for the protection and preservation of properties in historic district. I.C. §67-4612. This includes broad language about the authority for a city to adopt special conditions and restrictions for historic preservation.

I.C. §67-4614 provides for a city to adopt an ordinance for designating historic properties, including factors and criteria to be considered in such. I.C. § 67-4615 sets a process for the ordinance designating a historic property, including an investigation and report from the local historic preservation commission and a public hearing on the ordinance.

I.C. §67-4616 specifies that a property designated as historic must go through a one hundred and eighty (180) day notice and waiting period before being demolished, materially altered, remodeled, relocated, or put to a different use. The intent of this notice period is to allow for negotiations on options such as acquisition or relocation to preserve the historic building.



City of Ketchum

ATTACHMENT 5:

Legal Opinion – February 2, 2023

WHITE PETERSON

ATTORNEYS AT LAW

KATELIN E. BARTLES
KELSY R. BRIGGS
MARC J. BYBEE
WM. F. GIGRAY, III
DANIEL W. GOODMAN
MATTHEW A. JOHNSON
BRYAN W. KNOX
WILLIAM F. NICHOLS *
ANDREA H. NIELSEN

WHITE, PETERSON, GIGRAY & NICHOLS, P.A.
CANYON PARK AT THE IDAHO CENTER
5700 E. FRANKLIN RD., SUITE 200
NAMPA, IDAHO 83687-7901
TEL (208) 466-9272
FAX (208) 466-4405
EMAIL: mjohnson@whitepeterson.com

BRIAN T. O'BANNON *
PHILIP A. PETERSON
WILLIAM L. PUNKONEY

TERRENCE R. WHITE
OF COUNSEL
WILLIAM F. "BUD" YOST
OF COUNSEL

* Also admitted in OR

February 2, 2023

To: Ketchum Historic Preservation Commission (HPC)
Morgan Landers, Planning Director
Delivered electronically to mlanders@ketchumidaho.org

From: Matt Johnson, City Attorney

Re: HPC Authority and Questions

Dear Commissioners,

Morgan conveyed some recent questions and requests for clarification regarding HPC authority and process. This memo is intended to provide legal input and guidance on those items. I am also enclosing as reference a memo from April 29, 2021, which provides a further general overview of Idaho's historic preservation statutes and may be helpful as a refresher.

- How broad is the City's authority to regulate historic properties without a historic district specifically designated?

The City's authority is broad and allows for regulation by ordinances and local laws/regulations even if a historic district is not established. Idaho Code § 67-4612 makes clear this historic preservation authority is for the "protection, enhancement, and preservation of historic properties" with no limit that such preservation regulations can only be applicable in a historic district. While designation of a historic district may be a convenience for establishing regulations by an area or using some specific district tools, that does not mean such historic regulation authority is only limited to historic districts. In the City of Ketchum's situation, due to the varied locations of potential historic buildings, the determination has been made to evaluate and approach historic buildings on a case-by-case basis rather than through a district designation. The City has established a historic buildings list and a 50-years in age baseline for triggering an evaluation of a property for historic significance in relation to demolition permits. Ketchum Municipal Code (KMC) 17.20.010.

- What is the HPC's authority to grant, deny, or condition a demolition permit?

Idaho Code § 67-4616 provides for a 180-day period that a designated historic property must give notice to a local historic preservation commission before proceeding on any demolition, remodel, relocation, or material alteration. This is to provide a waiting period wherein the

parties may discuss conditions or options for preservation. The statute provides that the HPC may shorten that waiting period upon agreement on conditions or for “extreme hardship” circumstances. This 180-day is a baseline requirement as to the property owner, and does not undercut the City’s further historic preservation regulatory authority such as per IC §67-4612.

With respect to demolition permits, the City has adopted specific criteria and regulations including that the HPC “may approve, deny, or approve with conditions the request for demolition or alteration.” KMC 17.20.030(C). So in evaluating a demolition permit application, the HPC should reference specifically to the criteria listed in KMC 17.20.030 and may use those as the basis for approval, approval with conditions, or denial on the permit.

From discussion with Morgan, it sounds like some of the uncertainty on this question likely relates to the City’s previous demolition permits approach. That previous approach put a time period on demolition permits whereby the situation could be reviewed and evaluated by the City but there were not necessarily criteria or authority for the City to actually deny a demolition permit. This was changed in early 2022 when the City updated its historic preservation/demolition permit approach. The criteria and authority for approval, approval with conditions, or denial are now clearly lined out in KMC 17.20.030. So yes, the HPC may deny a demolition permit application for reasons tied to those criteria. KMC Chapter 17.20 provides further options, such as administrative appeal and dangerous building exceptions, to provide options for an applicant property owner if they have reasons to dispute an HPC denial or conditions.



City of Ketchum

ATTACHMENT 6:

Historic Preservation Handbook

Ketchum Historic Preservation Handbook

Historic Preservation Commission in coordination with City of Ketchum Planning Building Department
August 2024



Photo Credit: Gillette, Dale. *Ketchum Buildings and Roads*. Photograph. Community Library Center for Regional His



Aerial view of historic Ketchum in the 1930s. Mallory, *Aerial View of Ketchum in the 1930s*, Photograph, Community Library Center for Regional History

Table of Contents

- 01. Introduction
- 02. Designated Historic Buildings and Landmarks
- 03. Historic Preservation Benefits
 - a. Good for Ketchum
 - b. Good for Property Owners
- 04. Designation of New Buildings and Landmarks
- 05. Alteration or Demolition of Designated Buildings and Landmarks
- 06. Maintaining Designated Buildings and Landmarks
- 07. Historic Preservation Commission (HPC)

A warm welcome to Ketchum's Historic Preservation Handbook.

Historic preservation is vital to the posterity of our town. Preservation pays homage to our past, celebrates the journey we have taken to the present, and reminds us of our responsibility to be good stewards of our town for the future.

Preserving the soul of Ketchum starts by recognizing the past. This we do through events such as Wagon Days or Trailing of the Sheep and by preserving legacy buildings from years gone by. It is also important to recognize that change will happen. It is our responsibility to manage that change in a way that reflects the values of our community.

This handbook provides a guide to the preservation policies that are in place to help implement the community's desire to preserve Ketchum's historic buildings and landmarks. The preservation policies also recognize the reality of personal property rights and are designed to encourage and incentivize property owners to preserve their buildings and continue to contribute to our Heritage Tourism economy.

If we can find the right balance between growth and preservation, it will help keep us grounded in our roots and will make for a healthier and happier community.

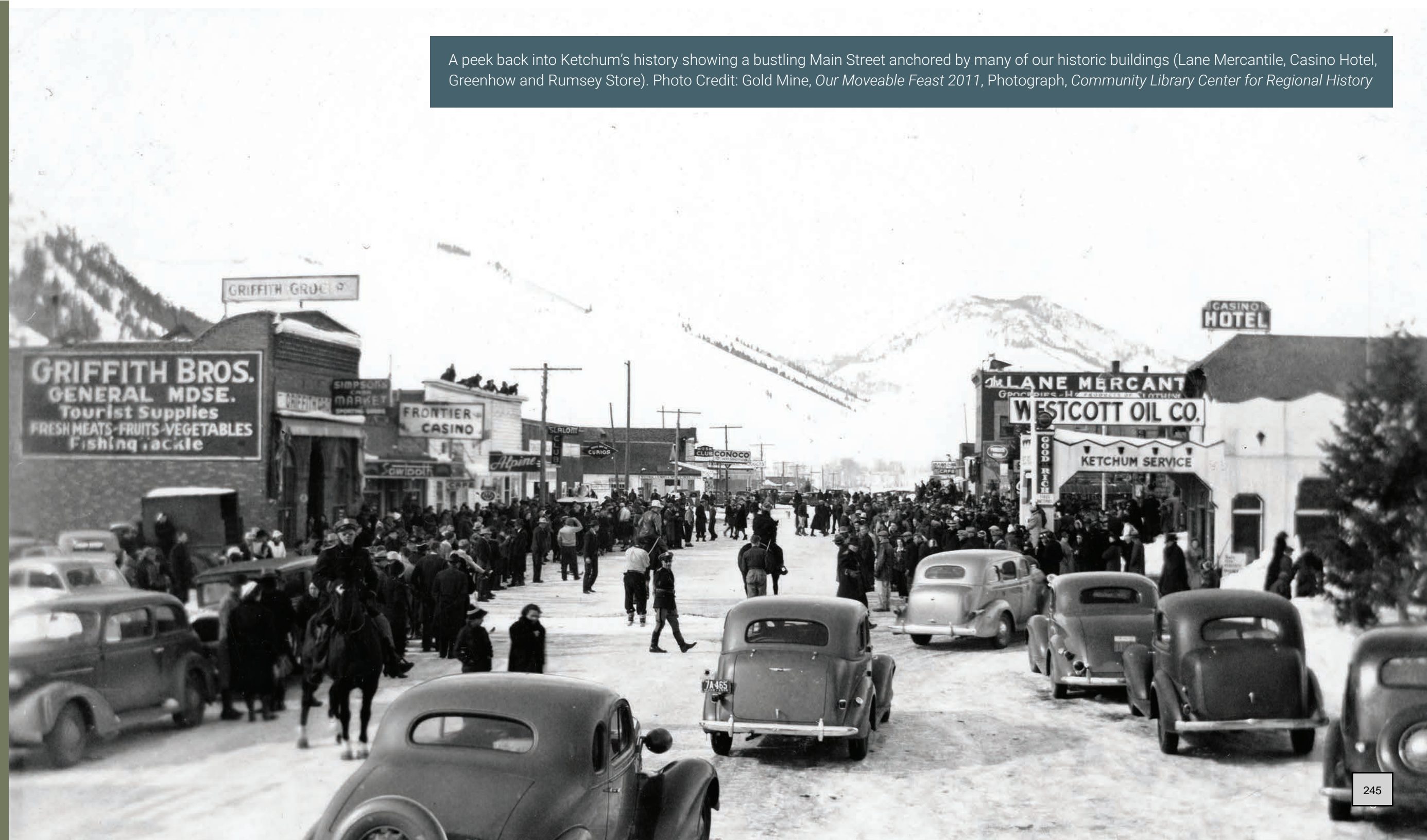
Thanks for reading this handbook and for participating in the preservation of our town.

Cheers,



Mayor Bradshaw
City of Ketchum

A peek back into Ketchum's history showing a bustling Main Street anchored by many of our historic buildings (Lane Mercantile, Casino Hotel, Greenhow and Rumsey Store). Photo Credit: Gold Mine, *Our Moveable Feast 2011*, Photograph, *Community Library Center for Regional History*





St Mary's Catholic Church (1885) – originally constructed as the St Mary's Catholic Church, this building transitioned into a commercial use in the 20th century following closure of the church due to limited population base to support church operations. Located next to Ketchum Town Square, the building currently houses the Mesh Art Gallery.

01.

Why Does Historic Preservation Matter for Ketchum?

Ketchum has a rich, authentic history that sets it apart from many other mountain resort communities. Preserving Ketchum's history – acknowledging what makes us special – has been an agreed upon value of the community throughout decades of growth. Most recently, the 2014 Ketchum Comprehensive Plan established a strong foundation for balancing preservation of history with sustained growth for Ketchum.

Ketchum's Values

In the Plan, three of the community's top ten values directly relate to the importance of preserving and celebrating our history.

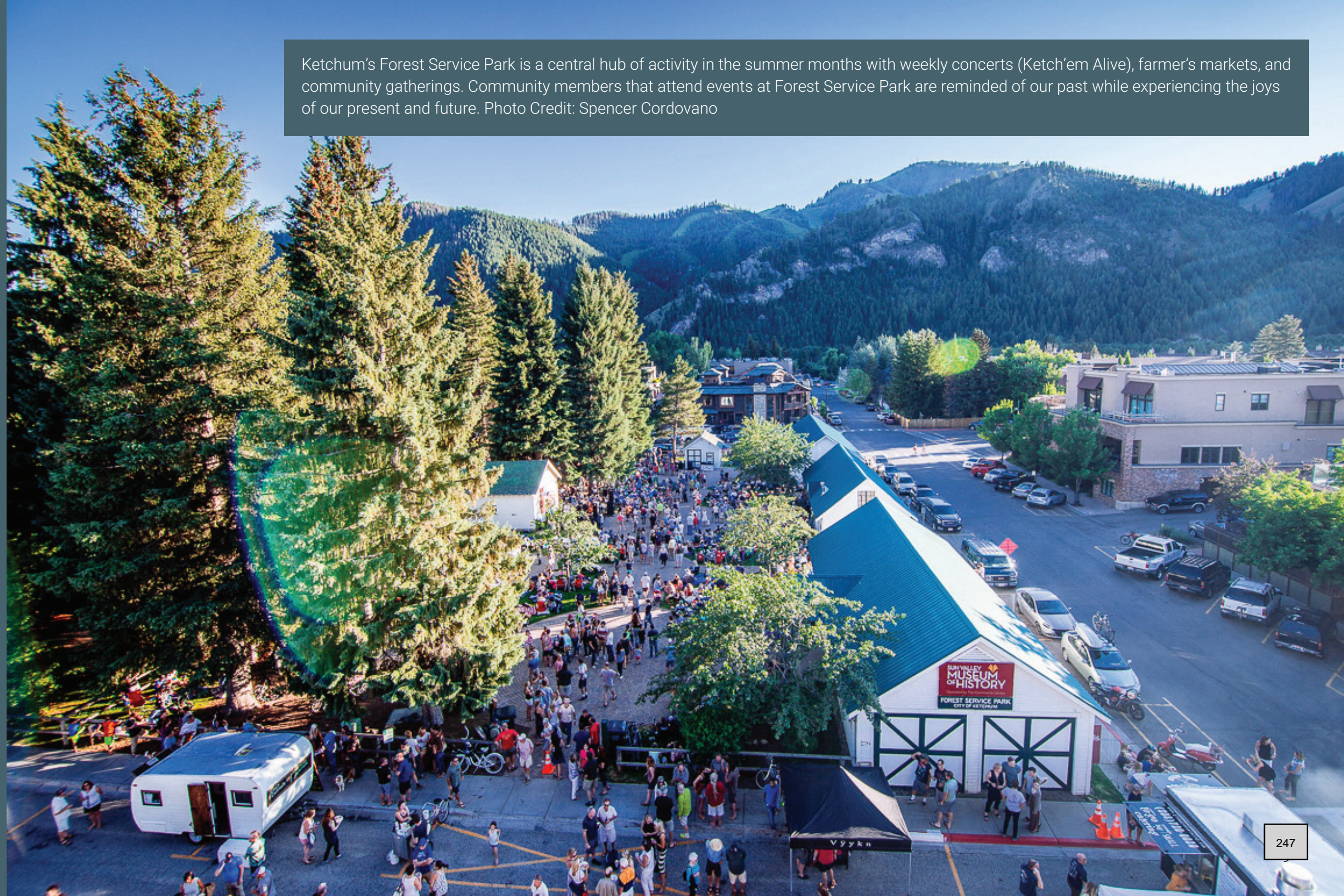
Community Character – We can continue to strengthen the community's image and identity through preservation of historic buildings and sites.

Vibrant Downtown – Our downtown core is critical to the economic health and well-being of Ketchum. Enhancements and efforts to support events, the arts, and Ketchum's history and culture will make downtown an even greater community asset.

Enlivened by the Arts and Culture – Ketchum is a community where arts and culture positively influence our economy and quality of life – they tell our story.

Older Ketchum buildings and landmark sites are a physical manifestation of our past. While Ketchum's origins in 1879 parallel the beginnings of other frontier mining towns in the West, our buildings and landmarks are unique to this place – initially a mining town carved out of a larger landscape that had been occupied for countless centuries by the Shoshone, Bannock, Paiute, and Nez Perce Tribes. The railroad, which played a big role, enabling a relatively smooth transition of the economic base from mining to sheep ranching, then delivered an industry previously unheard of in the U.S.: the ski resort. Anchoring Sun Valley, the nation's first destination ski resort, Ketchum quickly took on a patina of unpretentious glamor, and in doing so carved out a trajectory different from that of every other mountain town with a similar history in mining and ranching.

Ketchum's Forest Service Park is a central hub of activity in the summer months with weekly concerts (Ketch'em Alive), farmer's markets, and community gatherings. Community members that attend events at Forest Service Park are reminded of our past while experiencing the joys of our present and future. Photo Credit: Spencer Cordovano





Comstock and Clark Mercantile (1887) One of the original mercantile establishments on Main Street, this building served as a gathering place for miners, ranchers and like for many years. The Lane Mercantile occupied the building from approximately 1917 to the mid 1960s when the building changed hands and was home to a variety of tenants including offices, retail stores, coffee shops, and the current home of the Enoteca Restaurant and Wine Bar. Photo Credit: Moritz, Jeanne Lane/ Haemmerle, Beatrice. *Lane Mercantile Building*. Photograph. *Community Library Center for Regional History*

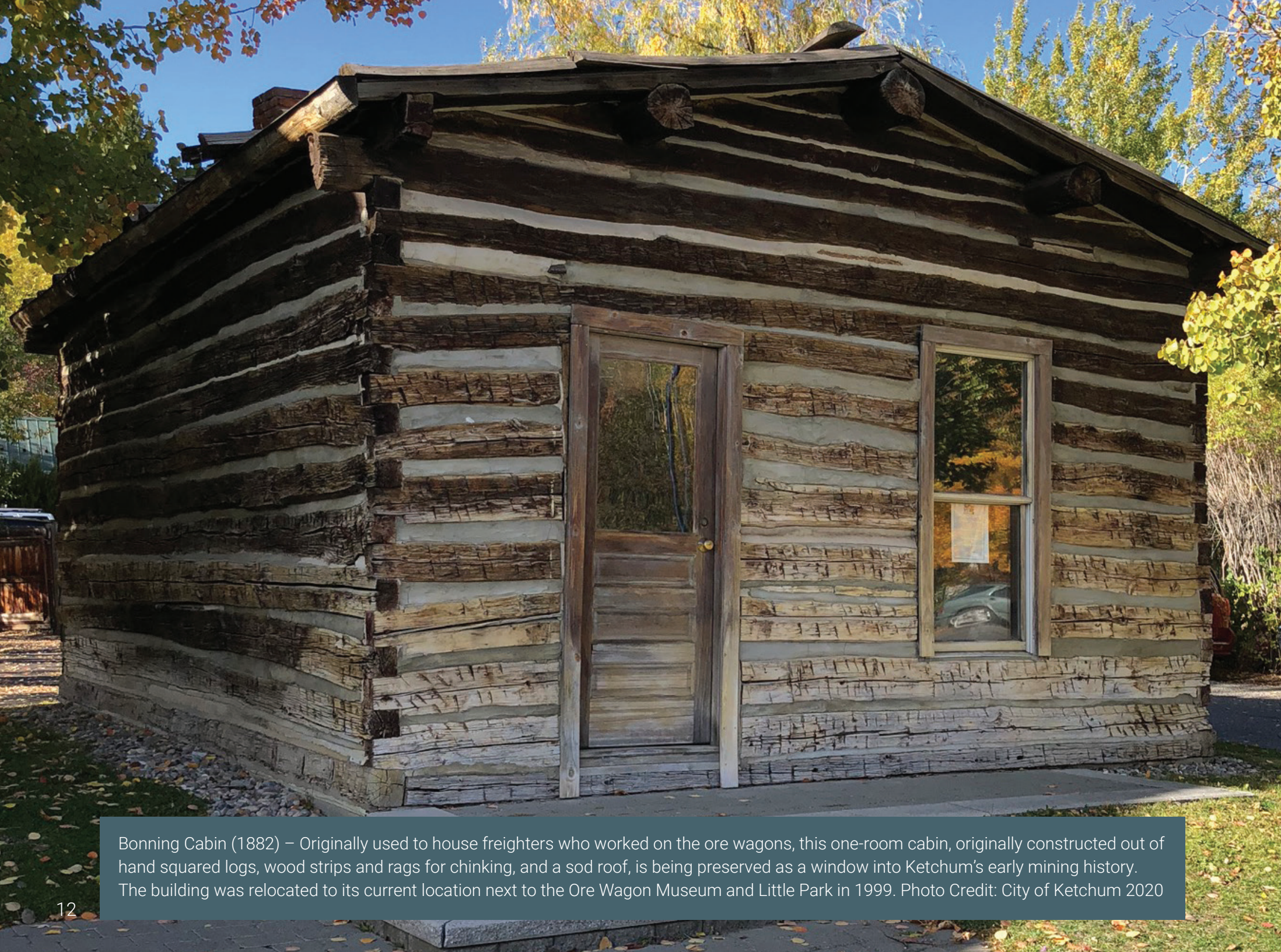
Every business in the Wood River Valley – whether directly or indirectly related to our tourism-based economy – gains value from the continued physical presence of our history through legacy buildings and landmarks. Responses from a 2020 survey indicated that Ketchum should prioritize the preservation of buildings and landmarks that:

- Reflect Ketchum’s early development and businesses.
- Identify with historic people or with important events in local, state, or national history.
- Exemplify or symbolize elements of the cultural, social, economic, or political history of Ketchum.

The major challenge we face in an effort to realize all of the above is balancing the desire for historic preservation with the reality of personal property rights. Due to development pressures common to luxury resort real estate markets, many if not most of our historic buildings and landmarks are in jeopardy. An historic inventory conducted in 2020 identified that in the prior decade, 20% of the city’s historic buildings were demolished, never to be seen other than in photographs in old newspaper clippings and library archives.

The City of Ketchum’s Historic Preservation Commission (HPC) seeks to honor the buildings that remain and to support property owners in their efforts to save Ketchum’s early buildings. Preservation of historic buildings and landmarks can be costly.

So, we ask, how can we encourage property owners to join us in preserving the precious history that is so vital to our culture and economy?



Bonning Cabin (1882) – Originally used to house freighters who worked on the ore wagons, this one-room cabin, originally constructed out of hand squared logs, wood strips and rags for chinking, and a sod roof, is being preserved as a window into Ketchum’s early mining history. The building was relocated to its current location next to the Ore Wagon Museum and Little Park in 1999. Photo Credit: City of Ketchum 2020

02. Designated Historic Buildings and Landmarks

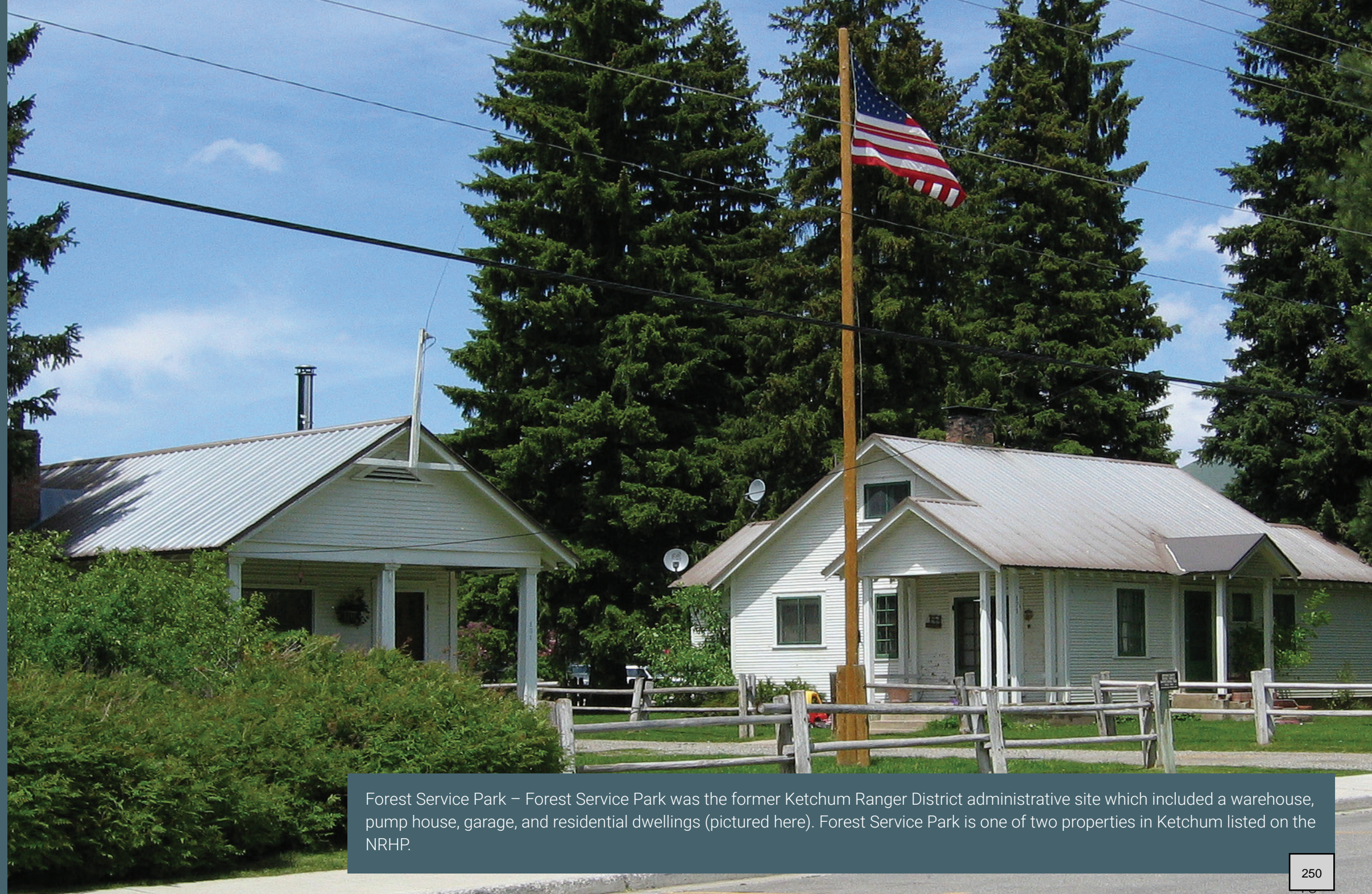
One of the primary responsibilities of the HPC is to conduct surveys of local historic properties and to establish and maintain the Historic Building/Site List. In Ketchum, any building 50 years of age or older is considered historic, but not all of those buildings are “designated” as historic. In addition to age, criteria related to physical integrity and historic significance are evaluated to determine what buildings or landmarks should be included in the Historic Building/Site List. “Designation” is important as it opens opportunities for financial and regulatory incentives.

Over the years, the city has conducted multiple surveys of potentially significant buildings or sites within Ketchum and its Area of Impact. One such survey, in 2005, identified sites, buildings, structures, objects and features used or constructed between 1880 and 1956 and were potentially eligible for the National Register of Historic Places (NRHP), or had either local historical significance or interpretive potential. Of the 241 properties that met the age criteria of 50 years or older, 37 were identified as eligible to be listed by the NRHP.

In 2006, the HPC created a list of potential historic buildings and sites within the Community Core (CC) for consideration for listing as historic. However, a formal designation of those properties was never initiated.

In 2020, Ketchum updated the 2005 survey and 2006 list and identified 26 sites within the Community Core that were potentially eligible for listing as historic by Ketchum. A final Historic Building/Site List adopted in October 2021, designated 24 properties within the Ketchum Community Core as historic.

The HPC will continue its work to maintain the Historic Building/Site List by updating surveys of historic buildings and sites to ensure the preservation of Ketchum's history.



Forest Service Park – Forest Service Park was the former Ketchum Ranger District administrative site which included a warehouse, pump house, garage, and residential dwellings (pictured here). Forest Service Park is one of two properties in Ketchum listed on the NRHP.



Bert Cross Cabin (1925) – Prior to its current operation as one of Ketchum’s most sought-after dinner reservations (Vintage Restaurant), it served as lodging for early Sun Valley employees and for personnel working at the Sun Valley Lodge when the lodge was a naval hospital in World War II. Bert Cross was known for his photography used by the Sun Valley Company in their publicity campaigns of the 1930s and 1940s. Photo Credit: City of Ketchum 2020

Historic Building / Site List

COMMON NAME:	STREET ADDRESS:
Greenhow & Rumsey Store, NRHP listed (Culinary Institute).....	211 North Main Street
Forest Service Park, NRHP listed.	Between River and 1st Street
Comstock & Clark Mercantile (Enoteca Restaurant).....	300 North Main Street
Lewis Bank (Rocky Mountain Hardware).....	180 North Main Street
Dynamite Shed (TNT Taproom).....	271 Sun Valley Road
Bert Cross Cabin (Vintage Restaurant).....	271 ½ Leadville Avenue North
Horace Lewis Home (Elephant’s Perch).....	280 East Avenue North
Ketchum Kamp Hotel (Casino).....	220 North Main Street
Pioneer Saloon.....	308 North Main Street
First Telephone Co. (Chapter One Bookstore).....	340 North 2nd Street
Fagan Property (Country Cousin Store).....	411 Sun Valley Road
Bonning Cabin.....	531 5th Street East
McCoy/Gooding/Miller House (Residence).....	111 N East Ave
Former Post Office (Former Formula Sports).....	460 North Main Street
Michel’s Christiania Restaurant.....	303 Walnut Avenue
E.B Williams House (Ketchum Grill).....	520 East Avenue North
Alonzo Price/Esther Fairman House.....	180 Leadville Avenue North
Thornton House (Picket Fence).....	560 East Avenue North
McAtee House (Former Taste of Thai).....	380 1st Avenue
George Castle Cabin.....	431 ½ Walnut Avenue (in the alley)
Community Library/Gold Mine Thrift Store.....	331 Walnut Avenue
Jack Frost Motel (Gold Mine Consign Building).....	591 4th Street East
St. Mary’s Catholic Church (Mesh Gallery).....	380 Leadville Avenue North
Louies/The Church (Picket Fence).....	560 N East Ave

ADOPTED BY HPC OCTOBER 19, 2021





The Lewis Ore Wagons were built in Ketchum to haul ore between Ketchum and Challis over Trail Creek Summit. These six ore wagons can be seen today in the Ore Wagon Museum at the corner of 5th Street and East Ave. Once a year, they make their debut as the grand finale in the Wagon Days Parade, when they transform into the historic “Big Hitch” pulled by a twelve-mule team reminiscent of the “Ketchum Fast Freight Line” founded by Horace Lewis in the late 1800s. Photo Credit: Sun Valley Events

03.

Historic Preservation Benefits

Good for Ketchum

Historic buildings and landmarks are integral to Ketchum’s unique character and contribute to the social and economic values of the community, valued by locals and tourists, alike. Without deliberate preservation, historic buildings may be altered beyond recognition over time. There is a direct link between a community’s history and its abiding culture. As noted in the 2014 Comprehensive Plan “Arts and culture also contribute to the larger ‘creative economy,’ which creates jobs, attracts investments, generates tax revenues, and stimulates the economy through tourism and consumer purchases. A thriving arts and cultural scene attracts visitors and has economic ‘spinoff’ benefits for local restaurants, lodging and retailers.”

Heritage Tourism

“Heritage Tourism” is found in places where purposeful preservation of historic character is a priority for the community. Studies have shown that heritage tourists have a larger economic impact on a community than those who travel simply for recreation. A study by the Colorado Historical Foundation showed that, in 2008 alone, 11.8 million trips to that state involved heritage tourism activities to a state primarily known for its natural and recreational attractions. When compared to recreational tourists, heritage tourists spent more money –\$447, compared to \$333 - and stayed an average of 5.8 nights, compared to 5.2 for recreational tourists.

In Ketchum, annual events such as Wagon Days and the Trailing of the Sheep Festival, bring the largest number of visitors to Ketchum from around the U.S. and abroad. These heritage tourism events, which celebrate Ketchum’s history of mining and sheep-herding days, are integrated with and bolstered by Ketchum’s historic structures throughout the Community Core.

Attraction of Small-Local Businesses

In addition to heritage tourism, historic buildings attract small local businesses, which support our uniqueness and vibrancy. Recognizing the downtown as a major community asset that attracts tourists, the HPC commits to strengthening that asset through the preservation of historic buildings and landmarks that are attractive to tourists and small local businesses that fit the character of the downtown. Among Ketchum’s vibrant restaurant and boutique scene, many occupy historic buildings.

In commercial areas prone to redevelopment, historic buildings are perfect incubators for small businesses. Due to high costs of land and construction, many small new or startup businesses find historic commercial spaces attractive because they are often smaller and cost less than modern construction, and because historic areas tend to have more foot traffic.

Residential Neighborhoods

Historic preservation of well-maintained legacy residential structures is also beneficial to the community. Residential areas with well-maintained historic buildings demonstrably increase the property values of non-historic properties. When economic conditions are favorable, historic properties increase in real estate value at a higher rate than non-historic properties; when conditions take a downturn, historic buildings tend to either maintain their value or decline less than non-historic buildings.



Wagon Days – Started in 1958, “The Big Hitch Parade” is one of the largest non-motorized parades in the Pacific Northwest. Pictured is a US Mail carrier carriage turning the corner at Main Street and Sun Valley Rd. in front of the historic Lane Mercantile building. Photo Credit: Sun Valley Events



Horace Lewis Home (1880s) – Horace Lewis was the ultimate trailblazer, building the first wagon road over Trail Creek Summit and the first residence with indoor plumbing and a modern bathroom. This residence was owned by the Horace family until 1967 when it was converted to commercial use. Now home to outdoor gear equipment and apparel store, the Elephant's Perch, patrons can find all the outdoor recreation equipment they need to blaze trails in the White Clouds, Pioneers, Boulders, and Sawtooth Mountain Ranges. Photo Credit: City of Ketchum 2020

Good For Property Owners

Ketchum's goal is to make it as easy as possible to maintain and preserve historic properties. If you are the owner or perspective purchaser of a historic property, 50 years of age or older, there are financial and regulatory incentives to support your role in preserving Ketchum's history. Aside from contributing to the community benefits outlined in the previous section, financial benefits such as grants and tax credits for improvements are available to property owners of historic buildings. Ketchum also provides waivers and exceptions to many of the city's zoning and building regulations to better facilitate the maintenance and integrated redevelopment of historic buildings and sites.

Financial Benefits

The following programs are currently available to property owners in the Ketchum:

1. Federal Rehabilitation Tax Credit

- Available through the National Parks Service to buildings on the National Register.
- Possible for properties not on National Register if certified as "contributing" by the community, or state makes determination of eligibility.
- Up to 20% of rehabilitation project costs can be applied as investment tax credits.
- No limit to amount of tax credit.
- Must be an income producing use such as commercial businesses, apartment residential, or hotels.
- Single-family, owner-occupied homes do not qualify.
- The rehabilitation must be substantial (as determined by a formula involving the adjusted basis of the building).
- Other requirements as established by IRS or NPS regulations.

2. Federal Land and Historic Resource Tax Credit

- Owners of historic properties may qualify for a charitable deduction by donating a facade easement (conservation easement) on their historic property to an appropriate recipient such as a unit of government or other non-profit entity.
- Easement donations and donations of fee-simple property interests are eligible for a state tax credit of 40% of the value of the donation on the first \$50,000 of the value of the gift.
- Property owners are advised to engage a licensed real estate appraiser to determine the value of the donation and complete State Tax Form 1801AC to apply for the credit.

3. National Trust for Historic Preservation Grants

- The organization funds studies but does not fund bricks and mortar projects.
- Fund amount is small, generally ranging from \$5,000 - \$10,000.
- Eligible organizations include non-profits and civic organizations. Funds may be awarded to private entities but those awards are infrequent.
- Idaho is designated as a preferred receiver state for funds and has a high likelihood of funding request success.

4. Idaho Heritage Trust Grants

- Funds small brick and mortar projects including but not limited to roofs, windows and doors, and siding materials.
- Grants are small and range from \$5,000 - \$10,000.
- Applications are reviewed annually with a submittal deadline in September.
- Eligible organizations include non-profits and civic organizations.

5. State Community Enhancement Grants

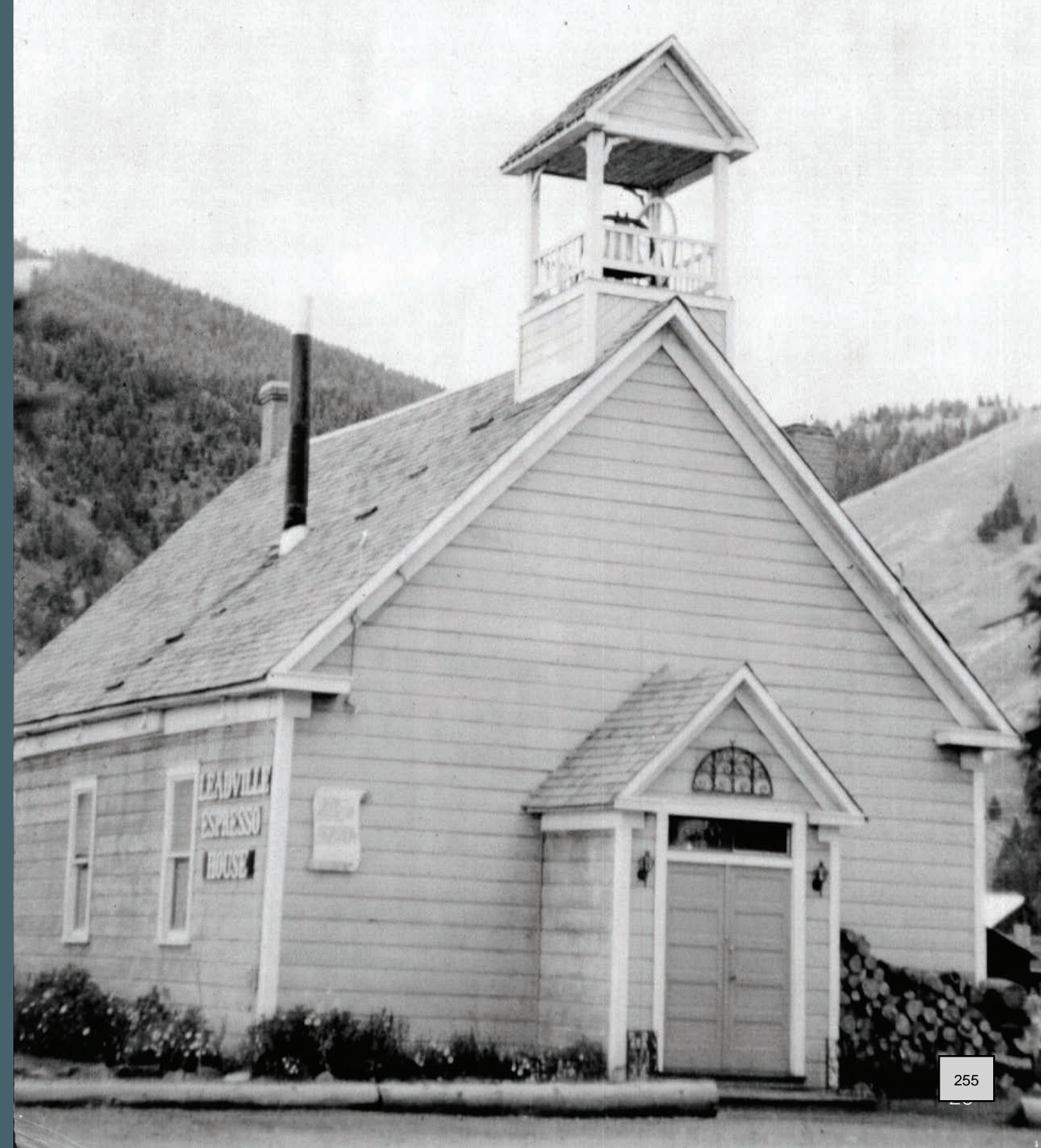
- Small grant amounts, generally \$2,500 or less.
- Requires dollar-for-dollar match of grant funds (cash or in-kind).
- Can provide funds for educational programming, public access, interpretive enhancements, exhibits, non-structural enhancements to buildings, and heritage tourism.

Relief from Regulations

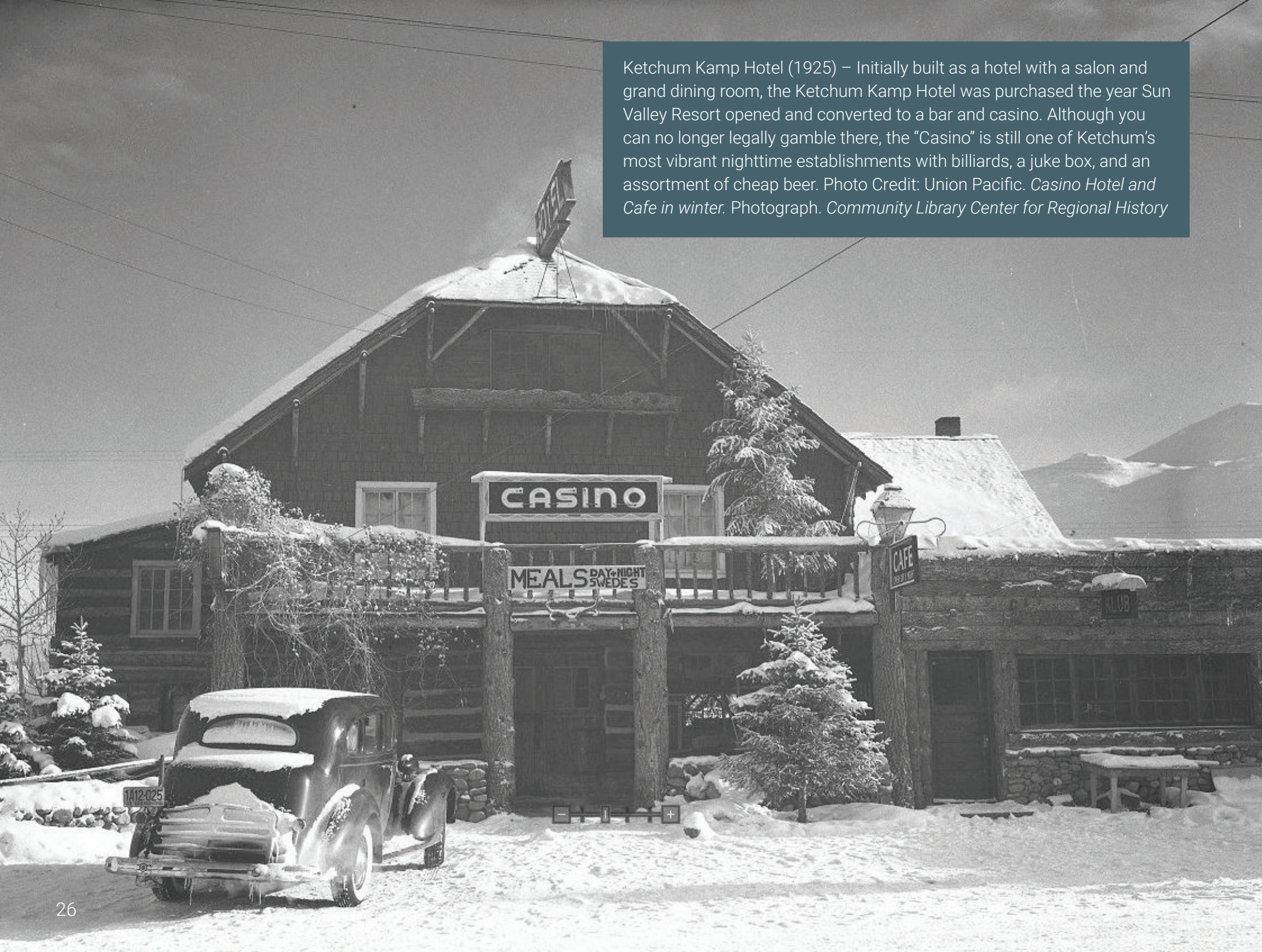
Ketchum provides owners of historic properties relief from many of the zoning and building requirements normally applicable to redevelopment of properties. For redevelopment of historic properties that retains some or all of the historic building, Ketchum offers the following:

- Relief from building code requirements – alternative solutions to building code requirements will be accepted provided life and safety concerns are met.
- Relief from parking standards – the square footage of the historic building is exempt from parking requirements.
- Relief from setback and height requirements – expansions of historic buildings can match setback and height characteristics of the historic building even if the setbacks and height do not comply with current requirements.
- Allowance of Expansions – If a historic building is non-conforming, there are no limitations to the size or type of expansion of the building provided it is approved by the HPC.

Louie's Pizza—Initially constructed in 1881 as the First Congregational Church, this historic building is most commonly referred to as Louie's for its time as a bustling pizza joint. Passionate historic preservationists in Ketchum made extraordinary efforts to safely relocate this structure multiple times before it found its current home nestled in the trees at 6th and Walnut as part of the Picket Fence historic design studio complex next to red clad "The Picket Fence" also known as the historic Thornton House (1921) Photo Credit: Wiggins, Millie. *Leadville Espresso Coffee House*. Photograph. *Community Library Center for Regional History*



Ketchum Kamp Hotel (1925) – Initially built as a hotel with a salon and grand dining room, the Ketchum Kamp Hotel was purchased the year Sun Valley Resort opened and converted to a bar and casino. Although you can no longer legally gamble there, the “Casino” is still one of Ketchum’s most vibrant nighttime establishments with billiards, a juke box, and an assortment of cheap beer. Photo Credit: Union Pacific. *Casino Hotel and Cafe in winter.* Photograph. *Community Library Center for Regional History*



04. Designation of New Historic Buildings and Landmarks

The HPC maintains the Historic Building/Site List. However, any member of the community or property owner can request to add a building or site to the list.

To be designated, a building or landmark must:

1. Be at least 50 years old.
2. Retain its physical integrity by being sited in its original location, and/or have original architectural and design features.
3. Have demonstrated architectural, social/cultural, or natural/geographic significance locally, regionally, or nationally.

Nominations for buildings or landmarks to be designated historic can be submitted to the Planning and Building Department. We request that the nominating party fill out an application and compile as much historic documentation as is readily available.



I have a building that I would like considered for the Historic Building/Site List.



E.B. Williams Home (1885) – This historic building housed many of Ketchum’s early pioneers including E.B. Williams, a one-time postmaster and merchant, and the Ellis family whose patriarch ran the railroad engines hauling sheep from Ketchum. Once no longer used as a residence, several restaurants occupied the building. Since 1991, this building has been home to the Ketchum Grill which welcomes guests with a warm fire and cozy corners to enjoy a nice dinner with friends and family. Photo Credit: City of Ketchum 2020



McAtee House (1930s)- This log cabin is one of few remaining early settlement era residences constructed. Many of the residences built during this timeframe were constructed with logs cut from the surrounding forest or milled lumber from local sawmills. Photo Credit: City of Ketchum 2020

05.

Alteration or Demolition of Designated Buildings and Landmarks

Many people believe that once a property is designated as historic, nothing can be done to the building. This is an unfortunate myth. Ketchum promotes the continued maintenance of historic buildings and landmarks and provides a path for property owners who wish to alter or add on to those assets. One of the most effective ways of preserving historic buildings is through the redevelopment of property that expands commercial and residential space and showcases the historic building or landmark. Most alterations, and all demolitions, require review and approval of the HPC prior to the commencement of work.

Below is an overview of the types of alterations and demolitions that can occur and some helpful tips to keep in mind.

Interior Remodels – Interior remodels that do not adversely affect the external appearance of the building do not require approval by the HPC. A building permit may be required depending on the scope of the work anticipated.

Most people gravitate towards the exterior of the building when looking for nods toward our history, however, the interiors of buildings can also illuminate the stories of the users and residents of historic buildings and structures. Ketchum encourages property owners to be mindful of interior features such as fireplaces, ornate woodwork including floors and doors, plumbing and lighting fixtures, and original materials when considering interior remodels. The United States Secretary of the Interior's Standards for the Treatment of Historic Properties can provide insight on how to preserve and maintain those features during the remodel process.

Exterior Alterations or Additions – The scope and scale of these projects can be very broad. From an upgrade of windows and doors or a reroof to an expansion of the building. Alterations and additions to historic buildings is an up-front investment but can generate additional revenue to support the long-term maintenance and preservation of a historic building. All exterior alterations and additions require review and approval by the HPC prior to the commencement of work. In general, alterations and additions are seen as welcomed investments provided the changes seek to maintain the historic or architectural value or significance of the building.

Demolition – Partial or total demolition of an historic building also requires review of the HPC. Partial demolitions necessary to facilitate an alteration or addition are considered as part of the review noted above. Full demolition of an historic building can be requested; however, it is highly discouraged and only permitted under certain circumstances. Ketchum's goal is to maintain and highlight our historic assets for future generations. Once those assets are gone, their legacy is harder to maintain and the value to the community diminishes. Exceptions exist for the demolition of dangerous building conditions at the discretion of the city's Building Official.

Relocation – Many of Ketchum's historic buildings and structures are not in their original locations. Preservation in place is the top priority, however, if relocation of the building achieves the goals of historic preservation by increasing visibility and value of the building or structure for the community, relocation can be achieved following approval by the HPC.

When is a Building Permit Required? **Scan Here:**



The McAtee House project included an interior remodel, exterior alterations, and an addition. Special care was taken to strip almost a century of paint layers to restore the cabin to its natural wood. Photo Credit: Williams Partners Architects 2023

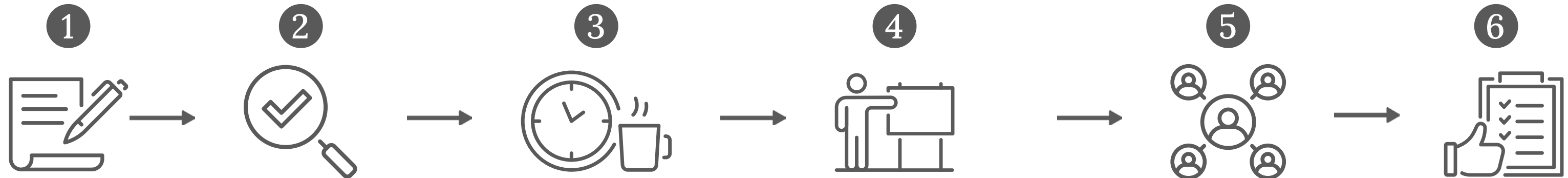
How the HPC approval process works:



I own a historic building on the Historic Building/Site List and want to alter or demolish it.



The McAtee House project was reviewed by the Historic Preservation Commission and the Planning and Zoning Commission. Commissioners from both groups complimented the architect's focus on preserving the historic character of the original house while designing an addition that tastefully blended old with new. Photo Credit: Williams Partners Architects



1
Submit application.

2
Staff review of application.

3
Public notice of application.

4
Public hearing with HPC.

5
If Design Review is required, application will either be reviewed administratively or be scheduled for public hearing with the Planning and Zoning Commission (depends on size of project).

6
Once planning permits are approved, the applicant can apply for either a demolition permit or a building permit for the construction of the proposed project.





Forest Service Park, now owned by the City of Ketchum, is undergoing an adaptive reuse feasibility study to understand opportunities for use of the historic buildings and what may be required to maintain their historic integrity while allowing for new uses to thrive in between these historic walls. Photo Credit City of Ketchum 2020

06.

Maintaining Designated Buildings and Landmarks

With a lifetime of at least 50 years, Ketchum's historic buildings and structures have stood the test of time and battled the elements of hot summers and cold snowy winters. Advancements in construction materials technologies and building construction practices have extended the life of new buildings far beyond what the buildings of the early 1900s could achieve. For this reason, ongoing maintenance and upkeep of historic buildings is even more critical to preserving their value to the property owner and the community.

Normal repair and maintenance of buildings and structures on the historic building/site list is permitted without HPC approval when such alteration will not change the exterior appearance or materials or the interior support structure of the building, including the character or appearance of the land itself. Building permits may be required depending on the scope of the improvements.

Ketchum requires that all structures on the historic building/site list are maintained to meet the requirements of the International Property Maintenance Code and/or the International Existing Building Code, as adopted and amended by Ketchum. The Planning and Building Department can provide the currently adopted codes and provide guidance on when building permits are required.



View looking north on Main Street in Ketchum towards Griffin Butte. At the intersection of Sun Valley Road and Main Street is the prominent Lane Mercantile Building on the right. Photo Credit: I.A.W. Hailey Centennial Project. *Automobiles, Western Cafe, Ketchum Drug, Griffin Butte, and transportation.* Photograph. *Community Library Center for Regional History*

07.

Historic Preservation Commission (HPC)

Although the HPC has a long history dating back to the 1990s, historic preservation efforts in Ketchum ramped up and down depending on City leadership and breadth of volunteerism. In January of 2021, the City revamped the HPC by appointing new Commissioners and creating new regulations for historic preservation.

Each of the five Commissioners appointed by the Ketchum City Council must have a demonstrated interest, competence, and/or knowledge in history or historic preservation such as architects, historians, or contractors. Of the five members, a minimum of one must also be a member of Ketchum's Planning and Zoning Commission. At the highest level, the HPC forwards the goals and policies of the Ketchum Comprehensive Plan, related to historic preservation, through the authority granted by the Ketchum Municipal Code. The HPC is a registered certified local government with the Idaho State Historic Preservation Office and works closely with the state on historic preservation efforts.

The majority of work conducted by the HPC includes:

- Maintaining the Historic Building/Site List, including the surveying of local historic properties.
- Reviewing and making decisions on demolition and alteration applications.

Additional responsibilities include spearheading the creation of historic preservation incentive programs, advising the city on ways to maintain and operate historic properties owned by the city, providing recommendations on land-use regulations that may impact historic properties, developing programs to continue to enhance historic preservation citywide, and conducting educational programs.

All HPC meetings are open to the public, and all community members are encouraged to attend and engage in discussions with the HPC.



The Dynamite Shed (1880) - This building was the original storage location for explosives sold by the Gillette & Evans hardware store on Main Street which was the chief supplier of mining supplies during the mining and smelting boom. The second story was added in 1995. Photo Credit: City of Ketchum 2020



The Lewis Bank Building (1880s) –Isaac Lewis came to Ketchum for mining opportunities and quickly became active in many business and real estate ventures including the town’s first drug store, the Guyer Hot Springs Resort, and the local newspaper “Ketchum Keystone”. He built the Lewis Bank building around 1883 and operated the bank until 1896. Once occupied by Chapter One Bookstore (pictured) it is now home to Rocky Mountain Hardware. Chapter One Bookstore now occupies one of Ketchum’s other historic buildings, the First Telephone Company building at 340 E 2nd St. Photo Credit: City of Ketchum



Greenhow and Rumsey. Built by Joseph Pinkham and Isaac Lewis, two of Ketchum’s earliest retail entrepreneurs, this building is one of two properties listed on the National Register of Historic Places. Formerly home to various mercantile ventures and the Ketchum Post Office, this building is now the home of the Sun Valley Culinary Institute. Photo Credit: Lewis, Palmer G. *Unidentified Women*. Photograph. *Community Library Center for Regional History*.



City of Ketchum

CITY COUNCIL MEETING AGENDA MEMO

Meeting Date: Staff Member/Dept:

Agenda Item:

Recommended Motion:

No formal motion is needed, the purpose of this discussion is to provide clarity of budget follow-up items both in the short-term (present) and FY 2025 workplan items.
The must-have approval is the FY 2025 Budget appropriation at the fund level. This will allow legal notification to the public in preparation for the Budget Hearing on July 25th.

Reasons for Recommendation:

Items to be discussed are (but not limited to):

- Sustainability: Change to budget based on recent request and presentation
- World Cup: General discussion and financial analysis
- Capital Improvement Plan: Funding dynamic and identified projects as potential candidates for URA funding
- Housing: Discussion regarding program priority, delivery and operations
- Planning & Development Fee Changes: Present 100% cost recovery fees and other fees that were pending per prior discussions.

Sustainability Impact:

Increased support in FY 2025 budget to the City/County Sustainability Program to include the hiring of an additional employee.

Financial Impact:

None OR Adequate funds exist in account:	No fiscal impact to current year, part of FY 2025 Budget Development process.
--	---

Attachments:

- | |
|---|
| 1. Workshop follow-up notes |
| 2. Presentation deck to come Friday, 6/28 |

HOMEWORK

- World Cup: LOT proforma to determine best-case LOT revenue projection
 - Harry – special events funding?
 - Ray – intel on busiest weeks?
 - Investigate if ASB can cover the Mt. Rides portion
- URA
 - Add column to CIP (is project located in URA district?)
 - Future discussions regarding URA priorities (to free up Ketchum CIP funds)
- Confirm ICRMP increase: 30%
- Confirm the BestDayHR retainer amount – \$30K
- November planning (dedicated funding source for Housing & CIP)
 - Share ‘LOT Financial Impact’; reflect/remind of collections with a 2% add to Lodging
- Moved the ‘Elections’ amount to ‘Training/Travel’ (within Legislative budget)
- Adjusting the budgeted amount for the shared Sustainability contract to include the increase and the additional FTE (\$131,904)
 - Position will include grant exploration/application
- Planning & Building Fees
 - Bringing the Cost Recovery to 100%.

FY 2025 Work Plan items

- Historical tax increment
- Explore iiiA vs. other insurance options
- RFP for City Attorney services
- Part-time paint striping – look at that (back burner)
- Include water usage in EOY FY2024 review
- Discuss water reuse
- Discuss effect of snow-pile runoff into the river
- Explore adding ‘% for Historic Preservation’

NOTES

- Human Resources
 - In-house/FTE not recommended. Keep BestDayHR on retainer.
 - Used for investigations, FSLA rulings/benefit questions
 - Employee culture work coming
 - Compensation project was a standalone cost
- Fire – why did overtime & repair/maintenance go up so much?
 - 16% increase of calls from 2022 to 2023; 40% over the past 5 years
 - Significant increase in event coverage (billed for/offset)
 - Anticipating increased overtime vs. increasing staffing; leaning more on part-time staff.
 - We’ll have paid off the new fire engine before it arrives.
- Police – vehicles?
 - 6 vehicles – one of which needs to be replaced.
 - Ordered a hybrid in 2011, still waiting.
- Planning – staffing clarification
- Legal – explore other options

- In-house (committed but less depth of experience) vs. out-of-house (reactive v. proactive)
- CIP
 - Where do projects/investments provide opportunities for cost savings (re: Fire Station solar)
 - Defer work on Rotary Park and Skate Park bathrooms to 2025
 - End-of fiscal and start-of new fiscal council check-in – how much was spent/what was completed/how much is getting pushed to 2025)
- Water usage
 - Look at other communities – are they doing tiered structures? Yes, ours was modeled after Hailey’s.
- Cost Recovery
 - Fee recovery is just for application, not long-range planning – 75%
 - Department is still subsidized by the GF
 - Comfortable going to 100% - didn’t get a lot of pushback from the developers
 - “No brainer” by Tripp; Amanda – we have to acknowledge we’re taking a risk.
- LOT increase for Housing
 - Are you interested, Council? – Tripp (Y), Spencer (yes to exploring, open to other ideas), Amanda (Y), Courtney (Y)
 - What is our downfall contingency plan? If we have less tourists, do we have less service?
 - What would be the impact to the GF if a new fire district is approved?
 - Look to the URA...
 - Amanda strongly opposes downgrading sidewalks CIP




FY 2025 Budget Development & Workshop Follow-Up

July 1, 2024

1

1



Goals for Today (AGENDA)

- Must Have
 - Feedback on notes/workplan
 - Not-to-exceed amount by Fund to allow publication
- Direction on following hot topics
 - Sustainability
 - World Cup
 - CIP
 - Housing
 - Planning & Building Fees

2

2




Sustainability

Amended FY 2025 Budget

- Based on Budget Workshop Discussion/Direction
 - Now \$131,904
 - Increase of \$43,404
 - Full sustainability program request

3

3



World Cup


Special Events Analysis

World Cup (March 2025)

Christmas Week Comparison		Wagon Days Comparison	
December Total	\$422,790	September Total	\$339,476
8-day Christmas Week (40%)	\$169,116	6-day Christmas Week (40%)	\$135,790
Per Day Amount	\$21,140	Per Day Amount	\$22,632
Assumption		Assumption	
2x Christmas Week/per Day	\$42,279	2x Wagon Days/per Day	\$45,263
10-day Event Total	\$422,790	10-day Event Total	\$452,635
Normal 10-day March Total	\$118,284	Normal 10-day March Total	\$118,284
Potential 10-day LOT Lift	\$304,506	Potential 10-day LOT Lift	\$334,351

4

4




World Cup

World Cup Working List

		Recommendation
• Transportation Needs:	~\$180k	50/50 with Sun Valley
• In-Kind City Support:	Absorb	Absorb
• Staffing		
• Overtime		
• Sponsorship:		
• Special Events/Community Events:	~\$250-300k	City Direction Requested

5

5



Capital Improvement Plan (See Handout)

Summary By Project Type

• Repair & Maintenance:	\$1,782,750
• GF Amt:	\$682,750
• URA Amt:	\$1,050,000
• Donation/Grant:	\$50,000
• Replacement:	\$713,000
• GF Amt:	\$350,500
• LOT Amt:	\$262,500
• Donation/Grant:	\$100,000
• Enhancement (Not Funded):	\$864,000
• GF Amt:	\$599,000
• URA Amt:	\$265,000

6

6




Capital Improvement Plan (See Handout)

- The projects below are funded based on the type of project and are not enhancement projects. (Purple Highlights)
- Projects that could lend themselves to alternative funding
 - Rotary Park \$124,500
 - Ore Wagon \$45,000
 - Forest Service Park (City Portion) \$50,000
 - Pavement Management Program \$250,000
 - Sidewalk Curb & Gutter \$115,000

Total \$584,500

7

7



Handout

1 FY 2024 End of Year Resources (GF Trans Year End)									
2 Current Year/Planned Use Resources					\$262,500	\$300,000	\$150,000	\$1,315,000	
FY 2025									
3	FIRE FIGHTING EQ (TOOLS)	Fire	Replacement	\$15,000	\$15,000				
4	PPE (TURNOUT GEAR)	Fire	Replacement	\$32,000	\$32,000				
5	RADIOS (PORTABLE)	Fire	Replacement	\$14,000	\$14,000				
6	MEDICAL (CITY PROVIDED)	Fire	Replacement	\$4,000	\$4,000				
7	RESCUE (CITY PROVIDED)	Fire	Replacement	\$25,000	\$25,000				
8	UTILITY PICKUP	Fire	Replacement	\$110,000	\$110,000				
9	SHOP TOOLS	Fire	Replacement	\$2,500	\$2,500				
10	WATER CONSERVATION UPGRADES	Facilities	Enhancement	\$20,000		\$20,000			
11	GRAVELY ZERO TURN MOWER	Facilities	Replacement	\$16,000		\$16,000			
12	ROTARY PARK REHAB	Facilities	Replacement	\$124,500		\$124,500			
13	FARMLIN PARK ENHANCEMENTS	Facilities	Enhancement	\$25,000		\$25,000			
14	SKATE PARK (PERMANENT BATHROOMS)	Facilities	Enhancement	\$125,000		\$125,000			
15	SOLAR (FIRE)	Facilities	Replacement	\$200,000		\$100,000	\$100,000		
16	BONNING CABIN PRESERVATION - STABILIZATION	Facilities	R&M	\$50,000			\$50,000		
17	ORE WAGON R&M (DOORS)	Facilities	R&M	\$45,000		\$45,000			
18	ORE WAGON PHASE 1	Facilities	Enhancement	\$125,000		\$125,000			
19	FOREST SERVICE PARK ROOF & SIDING RENOVATIONS	Facilities	R&M	\$200,000		\$50,000		\$150,000	
20	REPLACE TRASH CANS (CITY WIDE)	Facilities	Replacement	\$10,000		\$10,000			
21	TOWN SQUARE PHASE 1 DESIGN	Facilities	Enhancement	\$100,000		\$40,000		\$60,000	
22	PAVEMENT MANAGEMENT PROGRAM	Mobility	R&M	\$250,000		\$250,000			
23	BIKE NETWORK IMPROVEMENTS	Mobility	Enhancement	\$50,000		\$30,000		\$50,000	
24	FINAL MAIN STREET FURNISHINGS & TRANSIT	Mobility	Enhancement	\$234,000		\$174,000		\$60,000	
25	DOWNTOWN CORE SIDEWALK INFILL	Mobility	R&M	\$900,000				\$900,000	
26	SIDEWALK CURB AND GUTTER	Mobility	R&M	\$115,000		\$115,000			
27	PARKING MANAGEMENT	Mobility	Enhancement	\$95,000				\$95,000	
28	POLICE VEHICLE (NEW)	Police	Replacement	\$60,000	\$60,000				
29	PELICAN SWEEPER	Street/Equipment	Replacement	\$50,000		\$50,000			
30	150M GRADER	Street/Equipment	Replacement	\$50,000		\$50,000			
31	TECHNOLOGY UPGRADES	Technology	R&M	\$172,750		\$172,750			
32	WEBSITE REBUILD	Technology	Enhancement	\$60,000		\$60,000			
33	SUSTAINABILITY	Sustainability	R&M	\$50,000		\$50,000			
34	% for Art	% for Art	% for Art	TBD				TBD	
35	2025 Proposed Totals				\$3,359,750	\$262,500	\$1,632,250	\$150,000	\$1,315,000
36	SURPLUS/(DEFICIT)				\$0	\$0	-\$1,332,250	\$0	\$0

8



8



Housing Discussion

9

9




Planning & Building Proposed Fees (See Handout)

- Currently: 75% cost recovery for Planning
- Proposed: 100% cost recovery for Planning (per Council Direction)
- Revised Building Permit Fees
 - Consistency with Blaine County
 - Adjusted Inspection Fees per Existing Contract
- Added Fees to address Code Compliance Issues

10

10



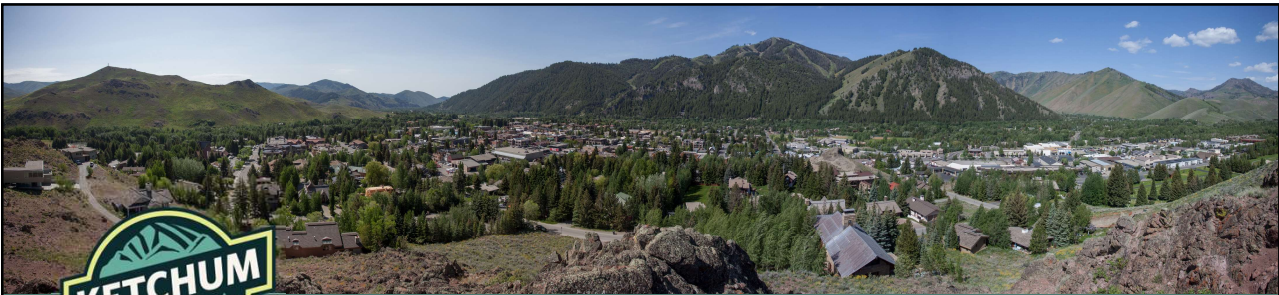

Work Plan Items

- Historical URA tax increment
- Explore IIIA vs. other insurance options
- Part-time street striping analysis
- Include water usage in EOY FY2024 review
- Explore further water reuse options
- Explore funding options for Historic Preservation

- ANY OTHER ITEMS?

11

11




Public Notice Documents

**FY 2024 Amended Budget
FY 2025 Proposed Budget
FY 2025 Fees & Charges**

12


12



Next Steps

13

13



Next Steps

- July 3rd Digital Budget Book added to Website
- July 10th Required Notifications in Paper
- July 17th Required Notifications in Paper
- **July 25th** Budget & Fee Hearing
 - 2025 Budget
 - 2025 Fees
 - 2024 Amended Budget
- August 5th 1st, 2nd, and 3rd reading on the FY 2024 Amended Budget Ordinance
- August 5th 1st Reading FY 2025 Budget Ordinance
- August 19th 2nd Reading FY 2025 Budget Ordinance
- September 3rd 3rd Reading FY 2025 Budget Ordinance
- September 5th Deadline to Certify L-2 with Blaine County

14

14



Council Action (See Attachment/Handout)

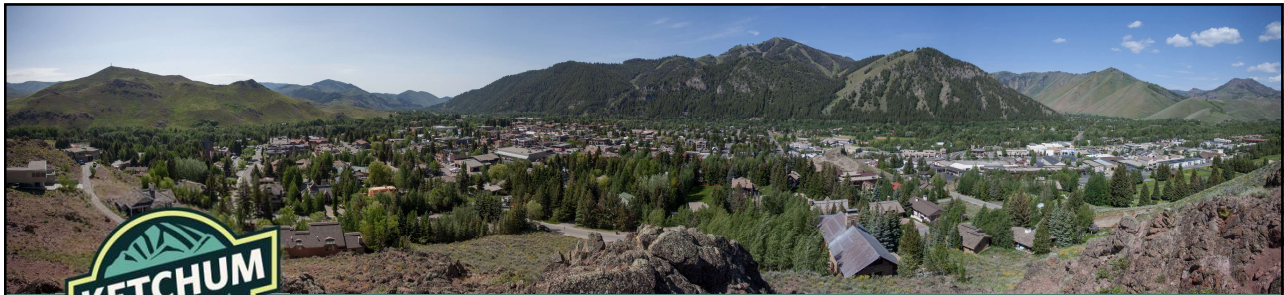
Requested Council Motions:

Suggested Motion Language

1. Motion to direct staff to publish the **FY 2024 Amended Budget Public Hearing Notice** in accordance with state statute in preparation for the **2024 Amended Budget Hearing on July 25th, 2024.** (Statute 50-1002)
2. Motion to direct staff to publish the **FY 2025 Proposed Budget Hearing Notice** in accordance with state statute in preparation for the **2025 Budget Hearing on July 25th, 2024.** (Statute 50-1002)
3. Motion to direct staff to publish the **FY 2025 Fees & Charges Public Hearing Notice** in accordance with state statute in preparation for the **FY 2025 Fees & Charges Hearing on July 25th, 2024.** (Statute 63-1311A)

15

15



Thank You

16

16

HOUSING MATTERS

Budget Discussion

Carissa Connelly, Housing Director



\$2.5 MILLION HUD GRANT

DEVELOPMENT GAP FUND FOR LOW-INCOME HOUSEHOLDS + COMPREHENSIVE PLAN UPDATE

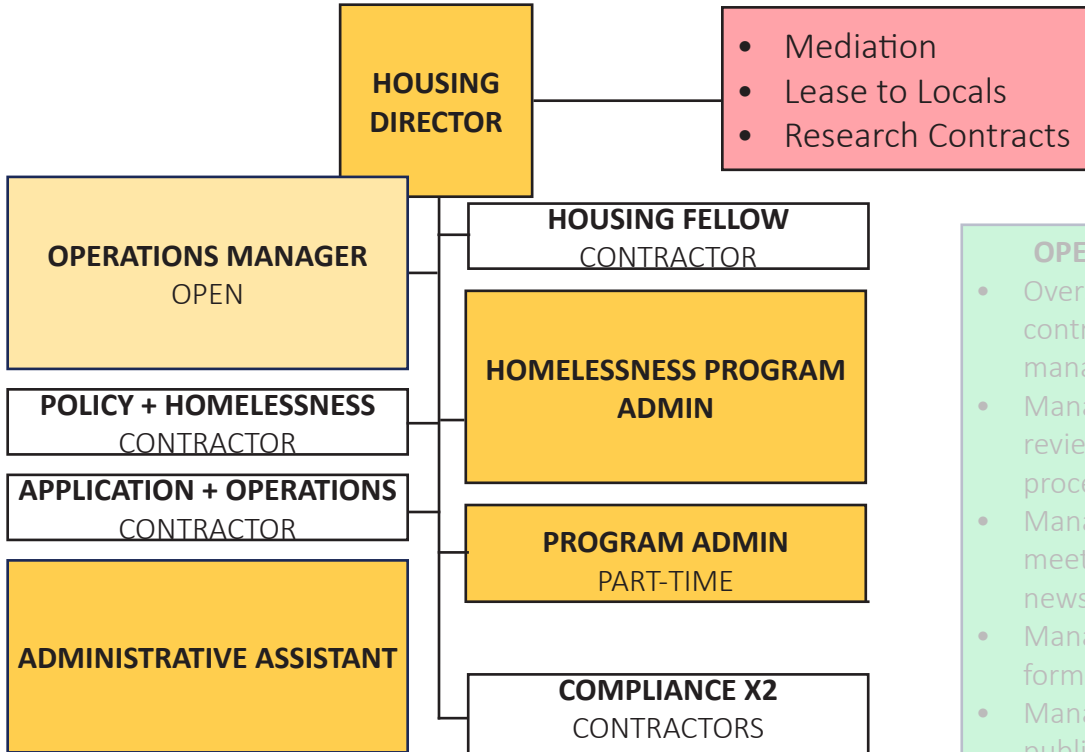
PROPOSED USE	CITY MATCH	FED GRANT	TOTAL
south YMCA lot	\$500,000	\$1,000,000	\$1,500,000
other public site	\$700,000	\$1,400,000	\$2,100,000
Analysis of Impediments	\$34,000	\$66,000	\$100,000
Comprehensive Plan update	\$53,000	\$107,000	\$160,000
TOTAL	\$1,287,000	\$2,573,000	\$3,860,000

- 10 days from award letter to execute
- 3.5 years to commit all funds

STAFFING

FY24

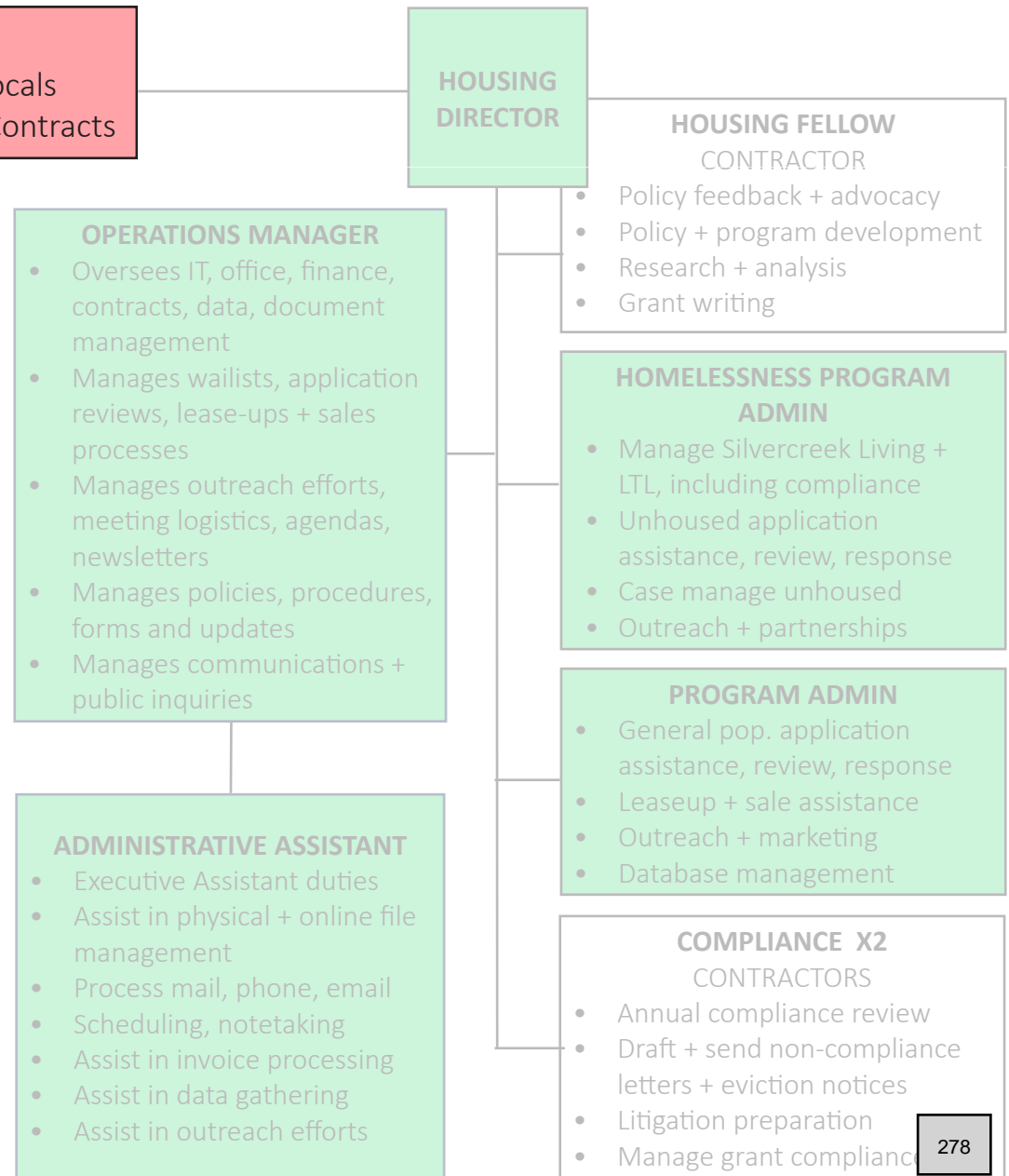
4.5 FTE, 5 contractors



- Many applicants haven't received response in months
- Compliance enforcement, lease-up, sales, deed covenant recording slow + errors made
- Newsletters + public outreach are inconsistent, delayed, mistakes made
- Missing learning opportunities + vital engagement with other jurisdictions + stakeholders
- FTEs working 50+ hours per week
- Director + Housing Fellow assisting in app reviews
- Director managing 7 people

FY25 PROPOSED

5 FTE + 3 contractors



- OPERATIONS MANAGER**
- Oversees IT, office, finance, contracts, data, document management
 - Manages waitlists, application reviews, lease-ups + sales processes
 - Manages outreach efforts, meeting logistics, agendas, newsletters
 - Manages policies, procedures, forms and updates
 - Manages communications + public inquiries

- ADMINISTRATIVE ASSISTANT**
- Executive Assistant duties
 - Assist in physical + online file management
 - Process mail, phone, email
 - Scheduling, notetaking
 - Assist in invoice processing
 - Assist in data gathering
 - Assist in outreach efforts

- HOUSING FELLOW CONTRACTOR**
- Policy feedback + advocacy
 - Policy + program development
 - Research + analysis
 - Grant writing

- HOMELESSNESS PROGRAM ADMIN**
- Manage Silvercreek Living + LTL, including compliance
 - Unhoused application assistance, review, response
 - Case manage unhoused
 - Outreach + partnerships

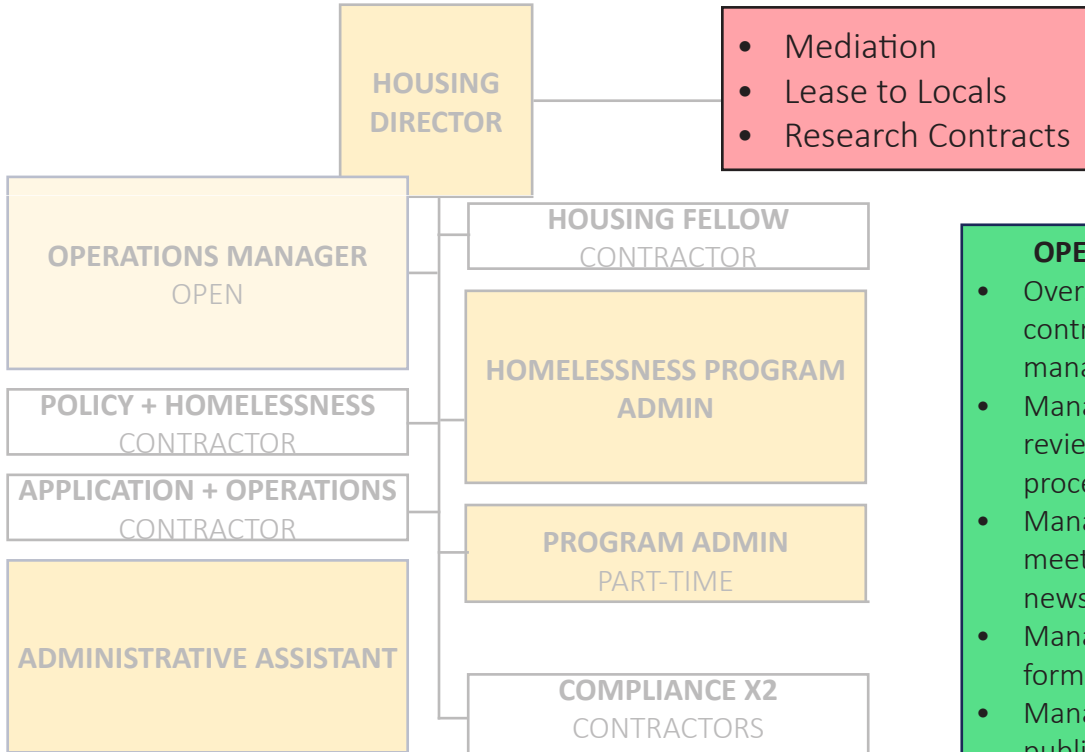
- PROGRAM ADMIN**
- General pop. application assistance, review, response
 - Leaseup + sale assistance
 - Outreach + marketing
 - Database management

- COMPLIANCE X2 CONTRACTORS**
- Annual compliance review
 - Draft + send non-compliance letters + eviction notices
 - Litigation preparation
 - Manage grant compliance

STAFFING

FY24

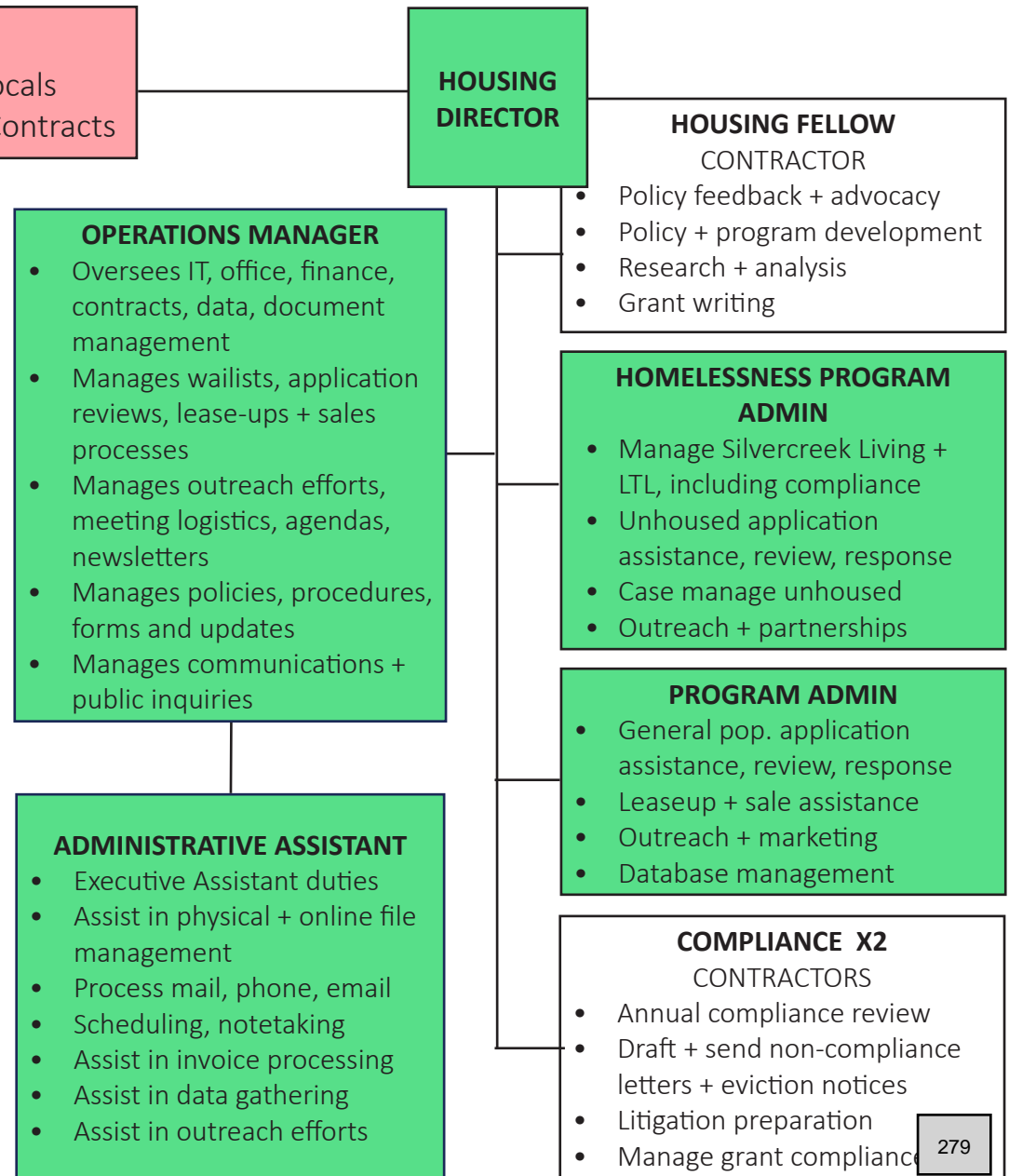
4.5 FTE, 5 contractors



- Many applicants haven't received response in months
- Compliance enforcement, lease-up, sales, deed covenant recording slow + errors made
- Newsletters + public outreach are inconsistent, delayed, mistakes made
- Missing learning opportunities + vital engagement with other jurisdictions + stakeholders
- FTEs working 50+ hours per week
- Director + Housing Fellow assisting in app reviews
- Director managing 7 people

FY25 PROPOSED

5 FTE + 3 contractors



IN BUDGET

NEW CONSTRUCTION ON PUBLIC LAND

2032
RANK GOAL

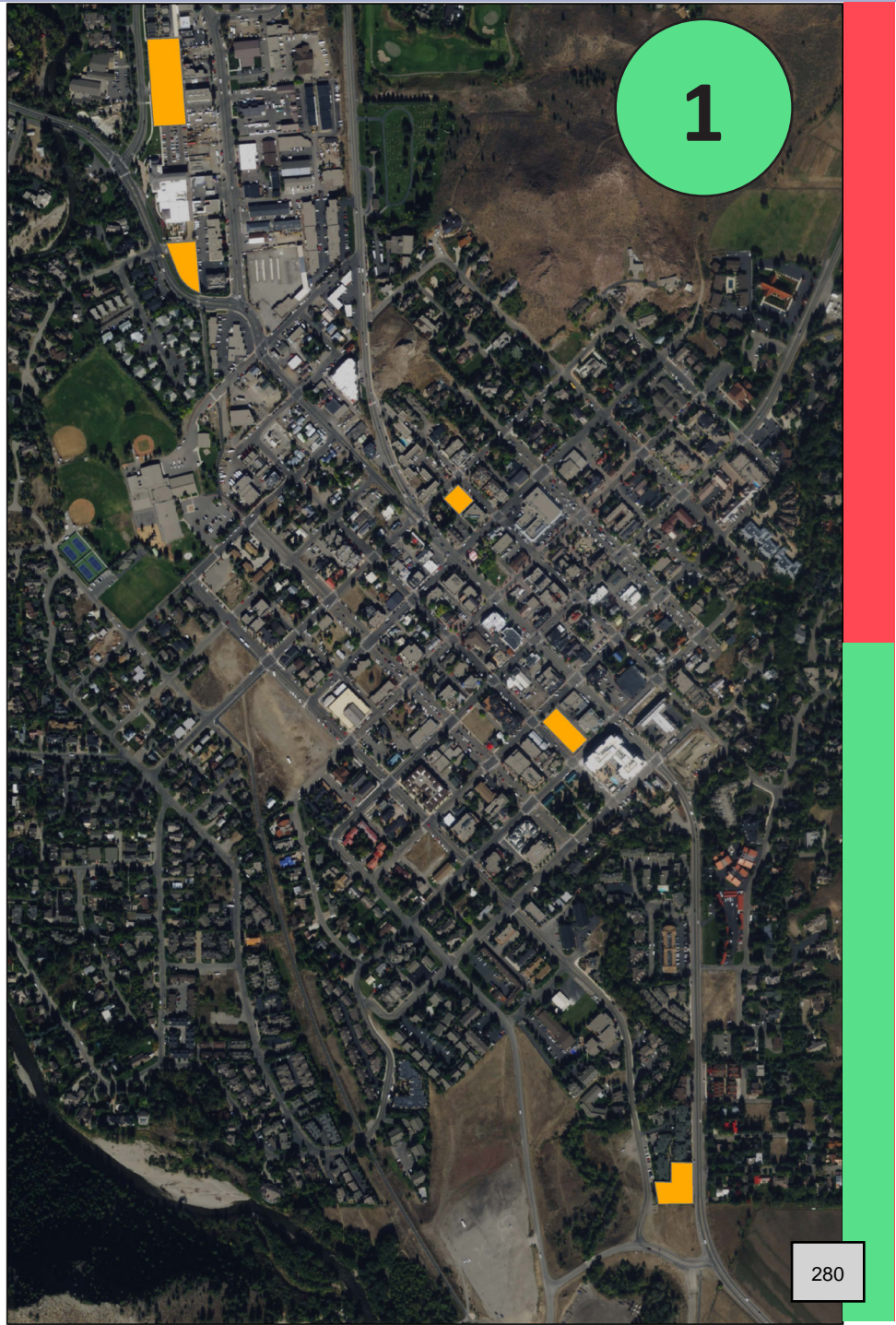
- City (1) makes a Request for Proposal, (2) selects most suitable developer, (3) development agreement + ground lease specify use restrictions
- Developer doesn't pay for land, reducing debt needed and therefore operating costs = greater affordability
- Timeline for community engagement dependent on YMCA and Sun Valley Company readiness

\$	*Funding request per year	\$1,000,000
	Est. Public Investment / unit	\$65,000
	Est. Staff Time, % of FTE	4%

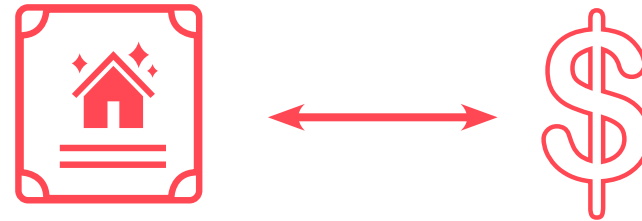
Impact

- substantially expanded restricted portfolio
- any income level, any tenure type
- ~50 units average per site
- housing in 4 years

**50% match of HUD grant for low-income properties*



Current pipeline - without marketing or prime sale season - ranges from \$530,000 to \$1,350,000 investment, additional \$730k would cover high conversion estimate beyond FY24 budgetted amount



OPP to Date (~4 months)

16	TOTAL APPLICATIONS WITHOUT MARKETING	
2	Properties Closed	Total Invested: \$382,650, Average \$191k, \$620k remaining in current budget
12	Applications complete or in progress	Investment Range accounting for conversion rate: \$530,000 to \$1,350,000
8	<i>Pre-qualified to participate 3 for 30% restriction, 5 unsure</i>	<i>Potential Investment Range: \$417k to \$810k</i>
4	<i>Applications in Progress</i>	<i>Potential Investment Range: \$112k to \$540k</i>



Funding request per year \$1,000,000
Est. Public Investment / unit \$200,000
Est. Staff Time, % of FTE 6%

Impact

- expanded restricted portfolio
- Cat Local, ownership
- ~4 units / year
- housing now

LEASE TO LOCALS

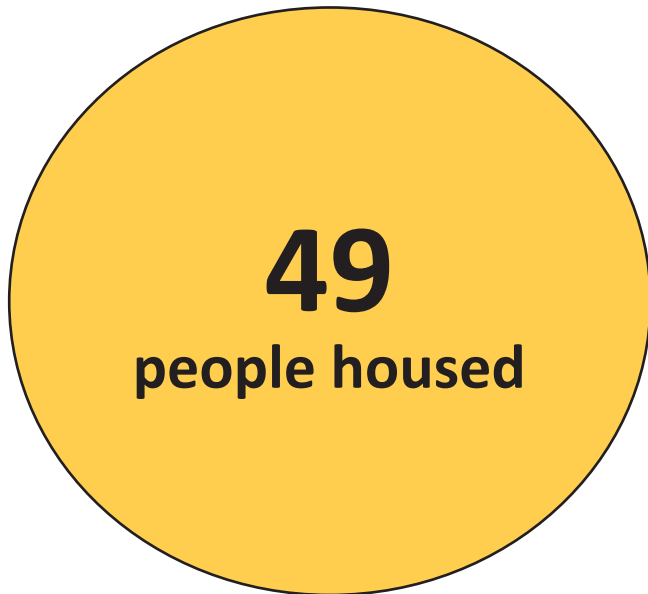
2032

RANK GOAL

IN BUDGET

- Expanded geographic boundaries
- Increased incentive amounts
- stop-gap, no permanent restrictions applied

3



Funding request per year \$300,000
Est. Public Investment / unit \$13,000
Est. Staff Time, % of FTE 3%

Impact

- moderate income housing
- rental
- ~20 people per year stay housed
- housing now

Thank you!

