



CITY OF KETCHUM, IDAHO

CITY COUNCIL

Monday, March 17, 2025, 4:00 PM

191 5th Street West, Ketchum, Idaho 83340

AMENDED AGENDA

@ 4:20 PM on March 14, 2025

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/88127621649>

Webinar ID: 881 2762 1649

- 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 March 3, 2025 City Council Meeting - 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 receive and file Treasurer's Monthly Financial Report for February 2025 - Finance Director Brent Davis

- [6.](#) Recommendation to approve Purchase Order 25085 for Cimline ME2 250-Gal Mastic Melter - Street Superintendent Ramsy Hoehn
- [7.](#) Recommendation to approve the Snowbird Townhomes II Subdivision Preliminary Plat and Final Plat and adopt the Findings of Fact, Conclusions of Law, and Decision for both applications - Associate Planner Genoa Beiser
- [8.](#) Recommendation to approve the contract and Purchase Order 25090 with Peak Venture Group, LLC for the replacement of siding on the Forest Service Park Buildings - Senior Project Manager Ben Whipple
- [9.](#) Recommendation to approve the amendment to the Memorandum of Understanding 23-013A with the Wood River Land Trust - Senior Project Manager Ben Whipple
- [10.](#) Recommendation to approve Resolution 25-009 for the surplus of furniture and doors - City Clerk Trent Donat
- [11.](#) Recommendation to approve Purchase Order 25089 for Meridian Barrier event road barricade system - Director of Community Engagement Daniel Hansen
- [12.](#) Recommendation to approve Memorandum of Understanding 25-003 with the Idaho Foundation for Parks and Lands - City Administrator Jade Riley

PUBLIC HEARING:

- [13.](#) Recommendation to hold a public hearing and conduct the second reading of Ordinance 1259, Amendment to Chapter 8.10 of the Municipal Code - Associate Planner Paige Nied

NEW BUSINESS:

- [14.](#) Ketchum Sustainability Advisory Committee quarterly check-in - Sustainability Manager Andrew Mentzer
- [15.](#) Capital Improvement Plan Project Budget Authorizations - Senior Project Manager Ben Whipple

EXECUTIVE SESSION:

16. Idaho Code 74-206(1)(c) - To acquire an interest in real property not owned by a public agency and Idaho Code 74-206(1)(b) - Personnel

ADJOURNMENT:

Cyndy King

From: Audra Serrian <lenome@hotmail.com>
Sent: Monday, March 10, 2025 7:01 PM
To: Participate
Subject: Appreciation for the Resolution Calling for the Reinstatement of the Sawtooth NF Employees Terminated

To the Members of the Ketchum City Council:

I want to personally thank you for passing the resolution calling for the immediate reinstatement of Sawtooth National Forest employees that have been terminated. I met Tripp Hutchinson, one of your Council members, at the Save Our Civil Servants Rally on Wednesday, February 26, 2025 in Hailey. As a steward of the Local 1753 of the National Federation of Federal Employees and a community member, I am grateful for your support and recognition of the importance and value of our public lands, along with those that protect and maintain them while serving the American people. It gives me hope that democracy still exists. Together we can stop this detrimental trend towards the desecration of these sacred lands and the loss of them to all.

Thanks again for your support!

Salud,
Audra:0) Serrian

Cyndy King

From: Frank Dulcich <FDulcich@pacificseafood.com>
Sent: Thursday, March 13, 2025 3:43 PM
To: Participate
Subject: Letter of Support for Bill Griffin's Project

Ketchum P & Z and City Council,

I am sending this letter to represent my absolute support of Bill and Michelle Griffin and their proposed building application.

As a fellow Ketchum resident of over a decade, I got to know Bill and Missi through our mutual involvement on The Community School Board and Our Lady of the Snows. I have nothing but respect for them, their integrity, and commitment to our community. Their business, Wood River Art, provides support to the local artist community and helps foster the culture of Ketchum as a vibrant and creative community.

Bill has shared with me that his family looks to be the long-term stewards of this property, creating a high-quality project. A project that will not only provide more creative and cultural access for the community through his fine arts space and mixed use in the core of downtown. All around it is a win for our community.

If you have any questions do not hesitate in contacting me.

Sincerely,

Frank and Jill Dulcich

Cyndy King

From: Linda Woodcock <lwoodcock@cox.net>
Sent: Friday, March 14, 2025 5:01 PM
To: Participate
Subject: public parking

City of Ketchum, I urge you prioritize your efforts on Public Parking in our downtown core. As a “tourist town” we desperately need parking for businesses and customers via a “public parking lot” that exists on 1st & Washington. Since you already took away 27?, maybe more! spaces for the Main Street construction project last summer this need is imperative . Please prioritize public parking in your plans. thank you, Linda Woodcock, a 50 year resident.

Cyndy King

From: Jen Patten-Noe <jengordon64@gmail.com>
Sent: Friday, March 14, 2025 5:19 PM
To: Participate
Subject: Public parking

I work locally here in Ketchum and it would greatly affect us to lose the public parking on Washington.
Thank you for your time.

Jennifer Patten-Noe
Technician at the Valley Apothecary

Cyndy King

From: Beth Chiodo <bajabethy@gmail.com>
Sent: Friday, March 14, 2025 8:23 PM
To: Participate; Participate
Subject: 1st and Washington

Please keep this property a parking lot!
We need the parking for the downtown.
Thanks
Beth Chiodo
ketchum

Cyndy King

From: Mark Maykranz <mmaykranz@hotmail.com>
Sent: Saturday, March 15, 2025 5:15 AM
To: Participate
Subject: First and Washington

I am in favor of keeping First and Washington as a parking property. Down the road, it makes sense to put one level of parking subgrade, and one level at grade, but design the structure so that two additional levels of parking can be added as demand requires. Mountain Village near Telluride designed their parking structure so addition levels could be added.

Thank you.
Mark Maykranz
Sent from my iPhone

Cyndy King

From: Kim Maykranz <stoefflerdesigns@hotmail.com>
Sent: Saturday, March 15, 2025 10:11 AM
To: Participate
Subject: First and Washington

I am in favor of keeping this property for parking. If additional parking is required then start by adding a level that is sub grade. As additional parking needs increase then add one level higher and then another when needed.

Thank you.
Kim Stoeffler
Ketchum resident

Get [Outlook for iOS](#)

Cyndy King

From: PATRICIA HIGGINS <pathiggins4085@gmail.com>
Sent: Saturday, March 15, 2025 2:40 PM
To: Participate
Subject: 1st and Washington parking lot

To whom it may concern,

I am in total support for the 1st and Washington lot to remain as a parking lot. The location of this parcel is perfect for surrounding businesses. It is a huge asset for the Argyros Performing Arts Center Year round , and parking for the Farmers Market in the summer.

Respectively submitted,

Pat Higgins

Ketchum

Sent from my iPad

Cyndy King

From: Janet Nathanail <jnathanail@hotmail.com>
Sent: Sunday, March 16, 2025 1:22 AM
To: Participate
Subject: washington street parking lot

As a 23 year home owner, i am very interested in preserving our town.
As such, i want to voice my opinion on two items:

The Washington street parking lot.....it is critical that we maintain this, one of only two, public parking spaces in Ketchum. Now, with limited parking in the downtown area, it is more important than ever to residents, businesses and tourists that we recognize its value. If someday in the future, things change, what to do with it can always be addressed again.

Better to wait and not regret having done something that most residents don't want and will be irreversible.

Workforce housing.....again i do not agree with housing in the city centre. Those expensive lots can be sold and the money used to build even more housing in areas where our workers would prefer to live. why not work with Hailey and Bellevue to find places to accommodate this type of housing. The commute is minium, the affordability of groceries, restaurants and shops is more inline with their budgets and it will attract families who want to put down roots in our community, rather than 2-3 year workers.

While I appreciate the council is trying their best to solve problems which our city is currently facing, I hope the council will listen to the residents and business owners and take into account their views, remembering that it is easier to pause rather than to regret making mistakes.

Thank you
Janet Nathanail

Cyndy King

From: HP Boyle <boylehp@yahoo.com>
Sent: Sunday, March 16, 2025 10:40 AM
To: Participate
Cc: Andrew Mentzer
Subject: Improving the data around decision making

I am the anti-Aspen guy, but when they do something clever, there is no reason we shouldn't emulate them.

Most long-term planning decisions in Ketchum are based on little data or analysis. When data is available relatively cheaply, we should buy it.

Here is an article about how Aspen is using AI-enabled traffic counters to gain better insights into traffic flows, carbon emissions and the makeup of its economy. https://www.aspendailynews.com/news/ai-vehicle-counters-to-provide-better-input-on-upper-valley-traffic-flow/article_79fcb60a-0239-11f0-989f-7bc6abc72bb2.html

We can explore alternative methods to enhance our decision-making: purchase cell phone tracking data (I believe SVED might) to analyze traffic, employment, retail activity, and parking trends. We can categorize it into different population types based on their frequency of presence in Ketchum. Then, we can extrapolate this information based on the anticipated increase in housing units likely to fall into each demographic category over the next 10 years. This would provide insights into demand for all sorts of things, including parking.

Thank you,

Perry Boyle
Ketchum

From: James Hungelmann <jim.hungelmann@gmail.com>
Sent: Sunday, March 16, 2025 9:49 PM
To: Neil Bradshaw; Amanda Breen; Courtney Hamilton; Spencer Cordovano; Tripp Hutchinson; Participate
Subject: General Public Comment Ketchum City Council meeting March 17, 2025 / THE FAUCI PARDON and IDAHO COVID ACCOUNTABILITY in Ketchum
Attachments: YOUTH MENTAL HEALTH MANIFESTO jan 2025 .pdf

THE FAUCI PARDON and IDAHO COVID ACCOUNTABILITY

March 2025

Overview

The presidential pardon of Dr. Anthony Fauci is no exoneration—it is an unmistakable admission that serious misconduct occurred. Fauci’s pardon raises grave concerns about his role in shaping the public’s perception of COVID-19 through aggressive advocacy of lockdowns, masking, distancing, and vaccine mandates. His recommendations, widely enforced as law, had profoundly adverse consequences.

The Fauci pardon does not erase the damage done, nor does it shield other officials from scrutiny. The real question now is whether those state and local officials who enforced COVID policies under dubious legal authority should be held accountable.

The Unusual Nature of a Preemptive Pardon

A *retroactive* pardon (after someone is convicted or charged) can sometimes be justified as an act of mercy or fairness. By contrast, ***Preemptive* pardons like that of Dr. Fauci are exceptionally rare in American history. They are typically granted when there is clear and imminent legal jeopardy for the individual being pardoned.** The only logical reason for the pardon is that the Biden administration knew that prosecutors had overwhelming evidence of misconduct, which under an incoming administration would lead to formal charges and exposure of complicity on the part of many others at high levels of government, industry and press. The scandal was too big to let the legal process play out.

The Limited Scope of the Fauci Pardon

In fact, the scope of the Fauci Pardon is quite limited. A “pre-emptive” presidential pardon in the United States typically provides complete forgiveness for crimes committed *before* the pardon was issued. **If the person engages in criminal activity after being pardoned, he can be prosecuted for those new crimes.** For example, in the event a pardoned individual is involved in an ongoing scheme of corruption or cover up of prior crimes covered by pardon, which many critics allege with regard to Dr. Fauci, several important legal and practical considerations arise. Any actions taken as part of an ongoing corruption scheme after the pardon—such as continuing a conspiracy, obstructing justice, or tampering with evidence—can be prosecuted as new offenses. Acts like destroying evidence, lying under oath, or interfering with investigations into their prior conduct are distinct crimes and prosecutable even if related to the pardoned crimes.

Moreover, presidential pardons apply only to federal crimes. Theoretically, a federal official like Dr. Fauci who has been pardoned for federal crimes could still be charged in every state for the pardoned crimes, if the underlying pardoned conduct also violates the laws of the state(s) where charges might be brought. Many federal crimes, like fraud, embezzlement, and racketeering, have state-law equivalents. For instance, most states including Idaho have counterparts to federal mail or wire fraud and racketeering laws. If the pardoned crimes also violated state laws, states may prosecute those offenses independently. The Double Jeopardy Clause of the U.S. Constitution prohibits multiple prosecutions for the same offense within the same jurisdiction, but it does not prevent prosecution by a separate sovereign (e.g., a state after a federal pardon). This principle, called the dual sovereignty doctrine, allows state and federal governments to prosecute for the same conduct under their respective laws.

So, Dr. Fauci could be prosecuted in a court of every state of the US including Idaho for state crimes such as fraud, racketeering, and conspiracy if the evidence were there; also, in federal and state courts in the event of provable ongoing fraud, for example, connected with false claims of ongoing viral threats and the need for the public to “just say yes” and submit to more state injections.

In that regard, **a coalition of 17 state attorneys general including Idaho AG Raul Labrador has been formed to investigate Dr. Fauci** for alleged mismanagement, misleading statements, and suppression of scientific dissent and debate especially about vaccine safety and efficacy. The scope is reported to include both civil and criminal violations of state law. While the investigation is currently centered on Dr. Fauci, many state officials have been subject to scrutiny and potential charges related to their handling of matters during COVID.

Holding State and Local Officials Accountable

Importantly, the Fauci pardon does not absolve others—including state governors, school trustees, and municipal officials—who aggressively implemented his recommendations. As the Director of the National Institute of Allergy and Infectious Diseases and a key member of the White House Coronavirus Task Force under both the Trump and Biden administrations, Dr. Fauci advised the government on public health measures, vaccine development, and “pandemic response” strategies. But Fauci was only an adviser, not a legislator or executive. While he strongly advocated for mandates, Dr. Fauci has never had any direct enforcement power.

In fact, it was state officials – in Idaho, from Governor Little, to mayors like McLean in Boise, to city council members like Breen, Hamilton and David in Ketchum, and to school boards like BCSD — who misled the public about their legal authority and who implemented COVID-19 mandates with Orders for public compliance based principally on Fauci’s recommendations. These officials were legally and ethically obligated, first and foremost, to comply with Law and Constitution, and to conduct their own due diligence before implementing any extreme measures, which they chose not to do.

At the time they implemented their COVID orders, there was *repeated public and professional outcry in writing on the public record* that fully and precisely advised these officials of the blatant nature of their illegality and unconstitutionality and the grave and irreparable physical and mental health damage inevitably to result from them - which these officials chose to ignore and later attempt to silence, so as to effectively block truthful inquiry and awareness of the need to come to the aid in the fields of the suffering, such as with youth forced to endure masking and vaccination. (See for example, *Youth Mental Health Manifesto*, Dec 2024, attached)

The Call for Accountability

And so, the question must be asked of Mr. Labrador, and of all states’ attorneys general:

In pursuit of justice and in honor to all the victims of the many deceptions connected with “COVID”, old and young alike, whose lives have been damaged, ruined, and/or ended as a direct consequence of such deceptions, must their investigation into Fauci be expanded to take on accountability for the wrongdoing of state and local officials? i.e., abuse of power, fraud and misrepresentation, deprivation of constitutional rights, reckless endangerment of children . . .

I repeat the call for the resignation or forced removal from the Ketchum City Council of Councilors Breen and Hamilton for their primary role in executing the wildly illegal and disastrously penal COVID measures.

For the sake of Ketchum’s youth and future generations, there must be a full and honest reckoning of the crimes and consequences of COVID-era policies. We must firmly commit that never again will we tolerate or submit to oppressive government overreach that violates fundamental civil liberties—like the right to breathe freely, to move without restriction, and to refuse medical intervention without consent. Any attempt to impose such invasive measures must be subject to full due process of law, ensuring that individuals have the right to challenge them before an impartial tribunal—rather than accepting dictated policies based on propped televised proclamations from some claimed “expert” like Dr. Fauci.

A New Generation Rising

Thankfully, a powerful and rapidly growing movement of youth is emerging from these chaotic and turbulent times—youth who will no longer blindly trust information from so-called “health” or other “authorities.” With the aid of AI tools and training in cognitive skills like the common law rules of evidence, this new generation is honing the ability to discern truth from deception, coupled with the courage and determination to defend their fundamental human rights—rights essential for sanity and survival, never again to be violated. At this critical juncture, it is essential that all adults - certainly to include public officials – stand strong with them.

Respectfully,

YOUTH MENTAL HEALTH MANIFESTO

Blaine County, Idaho

December 2024

YOUTH MENTAL HEALTH MANIFESTO

In re:

Youth Behavioral Health Initiative

Blaine County Mental Well-Being Initiative

Communities for Youth Initiative

DEDICATION

I dedicate this work in lasting tribute to all young people who came before – those who were misunderstood, who couldn’t make sense, who felt they did not belong, and who, in the end, could no longer hold up. *Your struggles will never be in vain.*

PREFACE

I respectfully present this paper as a senior member of the Idaho Bar and as one degreed and professionally experienced in the field of psychology and mental health. While my remarks may seem blunt, they reflect the hard truth. As “leaders”, you better pay attention before it's too late – which for many it already is.

In November 2023, I submitted a paper on this issue that should be of utmost importance to everyone - Youth Mental Health: Crisis and Solutions (November 30, 2023) – to which I never received any response. This refusal to constructively engage is particularly troubling given the glaring absence of psychological expertise among those who by these “initiatives” now purport to address this grave and ever deepening crisis.

December 2024

James Hungelmann

Ketchum, Idaho

YOUTH MENTAL HEALTH MANIFESTO

“There is nothing like the sight of an amputated spirit.”

- Blind Lt. Colonel Slade, defending young Charlie, in *Scent of a Woman* (1992)

ABSTRACT

The current approaches to address the growing alienation in American youth are seriously flawed and doomed to guarantee a worsening of the crisis.

A thorough examination reveals that nearly all mental health crises affecting children today in this community stem directly from the failures of so-called "health leadership" within government, schools, and the medical-pharmaceutical industry. These youth “behavioral health” and “well-being” initiatives demonstrate a shocking misunderstanding of human psychology, exacerbate the psychological fractures so many children today are experiencing, and divert attention from the real nature and source of their “troubles”.

The truth is, the enormous suffering that Blaine County youth are experiencing today has been principally caused by what has happened over the last five nightmarish years, from the wildly illegal and punishing “Measures” forced upon them in the era of “COVID-19” as well as from the other agendas that have been implemented in the public schools that wildly run afoul of family values that root children to good health.

Those many COVID Measures have constituted the most severe and prolonged deprivations of civil liberties in the history of Idaho, imposed on all people of all ages without a shred of Due Process guaranteed by federal and state constitutions. Those *inalienable rights* that are *absolutely essential* for health, happiness and survival of children – unobstructed breathing, playing with friends, hugging family members, and freedom from drug injections - were abjectly ignored and denied by our local “health authorities” who now pretend sympathy and care for those in distress. In fact, those “leaders” now calling attention to the so-called “mental” or “behavioral” health crisis in youth are the same ones who went all in, *warp-speed* implementing the savagely harsh COVID Measures - from isolation, to masking that choked out and poisoned every breath for two years, to distancing, and then to the Injections with booster after booster: “Good for you!”, they firmly assured children, parents, and all of us.

As should have been glaringly obvious to any responsible adult, those severe deprivations have served only to devastate the health and well-being of everyone, but especially our youth. The youngest generation – our most vulnerable, trusting, and in need of protection – has endured the most serious assault on body, mind, and soul ever inflicted on American youth. What is clear is that local “health authorities” have no understanding or concern as to the nature of the

YOUTH MENTAL HEALTH MANIFESTO

profound existential hurt being experienced by youth today, specifically, what it is like to be a lonely, abandoned and fearful child – isolated, choked out, poisoned, and all shot-up/vaccinated, with hopes and aspirations fading and not knowing why - and without the ability to detect and defend against *actual* serious threats to health and life.

In the USA, there is no greater betrayal and infliction of mental misery than the failure to teach children about their inalienable rights as human beings and how our country constitutionally guarantees their protection - including the absolute right to challenge any government narrative that requires surrender of those inherent rights in subjugation to sketchy and draconian official narratives. We have discovered that the *modus operandi* of the COVID Predator has been to dictate health “crisis and solutions”, and never to engage, but rather to belittle, condemn, and even threaten anyone who dares question or dissent. By so doing, they lock children into a fabricated reality of terror, in a futile attempt to cover up the crimes and exploding casualties that took place on their watch, at their hand.

Going forward, the right and responsible thing to do is to expose the COVID Deception in all of its aspects, to shut down the vaccine Injection sites, and to come to the aid in the fields of suffering - with full engagement of the many outstanding capabilities in our community for building and protecting health naturally.

At the same time, more and more parents are perceiving public schools to be exceptionally dangerous and irreparably failed. They are pulling children out of schools and helping them shape their own education and their own lives in the home schooling environment. There, kids can be safe, get proper rest and nutrition, and pursue academics and lifelong learning following their joy, with the guidance of trusted and highly qualified adult mentors, while developing mind and body disciplines that provide them the clarity and fortitude to insist on the truth and the protection of their freedoms.

It remains to be seen whether the beaten-down, wounded child will, upon reaching age of majority, choose to pursue legal recourse against the local perpetrators and collaborators of the COVID calamity. The possible causes of action are many, and the damages potentially colossal - What is the value of a choked out and poisoned, lost childhood?

But what is clear is that there is a powerful and rapidly growing movement of youth emerging from these mad and maddening times who will never again blindly trust anything coming from “health” or any other “authorities”. They will have developed the skills to readily detect truth from fraud along with the courage and resolve to stand and defend their fundamental human rights so essential for sanity and survival, never again to be violated.

YOUTH MENTAL HEALTH MANIFESTO

DISCUSSION

1 **Inalienable Rights - *Never Taught Kids***

As every official, medical personnel, and parent should well know, the following are prime examples of fundamental rights or freedoms of an inviolable, inalienable nature that are at the essence of what it means to be human and that exist for all people everywhere, independent of any government:

- The right to breathe freely: without obstruction, oxygen deprivation, or any form of poisoning.
- The right to bodily autonomy: free from government-coerced medical procedures and drug injections.
- The right to free expression: to speak openly, engage in face-to-face dialogue, and communicate without interference from face coverings.
- The right to assemble: to gather with others, in small or large groups, planned or spontaneous, with the freedom to embrace others or maintain personal space as one chooses.
- The right to freedom of movement: to leave and enter one's home and travel whenever and wherever one desires.
- The right to recreation: to play sports and enjoy public parks without masks, distancing, or other government-imposed restrictions.

These inherent rights are the bedrock of individual liberty and human dignity, applicable to all people including children of all ages – yet not a matter worthy of emphasis in our public schools.

2 **The Constitutional Guarantee of Due Process - *Never Taught Kids***

It must be understood by all, especially children, that no country in history has stood more firmly for the protection of inalienable rights of the individual than the United States. We are a nation of free and independent people, whose federal and state constitutions protect those natural rights *inviolable*:

“No one shall be deprived of life, liberty, or property, without due process of law”.

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How is it possible that very few children “educated” in Blaine County public schools know anything about US constitutional protections of civil liberties that would cause them to thoroughly question any mandates and messaging before surrendering fundamental rights? What we must be insisting as the most Essential learning for all children is never to blindly accept and conform to any oppressive narratives dictated by any governmental entity or person. Students must be taught that no governmental entity at any level in the USA has the right to call the shots and impose and tighten restrictions on Inalienable Rights as it sees fit, certainly including the right to breathe, gather, speak freely, and not to submit to coerced injections of suspiciously dangerous substances.

All youth must understand what is “neglected” in our public schools: that Due Process of Law is the most treasured inheritance from Mother England, of Magna Carta magnificence; the distinguishing cornerstone of individual liberties and democracy of the United States of America; and the crucial safeguard that protects us from dictatorship. What our Founding Document assures is that nobody gets life, liberty or property deprived unless the government first comes in and makes the overwhelming case by hard evidence, one building block at a time – in court, by the rules, subject to challenge by all sought to be deprived. Tragically and unforgivably, this fundamental principle was completely disregarded during the era of COVID! COVID! COVID!

All youth must also understand that due process is also the protection of sanity: It is the vehicle by which an entire people assures that they are never going to be ensnared by or subjugated to false narratives that involve them losing their rights without any substantiated justification. In the USA, surely there is no more important learning for children – yet absent in Idaho public education. Neglecting to teach this principle is a profound disservice and infliction of severe distress, leaving children unprepared to understand and defend their rights or even to discern truth from deception.

3 The Collapse of Due Process from the Punishing COVID Measures

What was the “due process” employed and relied upon by authorities as justification for the COVID Measures? A president barking and wheezing China Flu!; assurances of a befouled and Faustian Fauci; pontificating WHO and NGOs with no knowledge or authority in Idaho, all spouting “high risk” here. In so doing, they have confined youth to a fake and unchallengeable COVID “reality” that has sabotaged their health and life, forcing even young children to succumb without question “warp-speed” to the state Injections.

In assessing credibility of the COVID vaccine messaging about safety and efficacy, one must consider the track record of the vaccine drug companies who, prior to the “COVID era”, had

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been found civilly and criminally responsible for deceptive practices connected with the sale of some of their leading drugs, causing serious illness, disability, and death. The pattern of illicit conduct included hiding “adverse outcomes” (casualties), falsifying safety and efficacy, and bribing government officials. Given such history, there was no rational basis to entrust our health and lives to these entities – and yet our health authorities did exactly that.

As a matter of law, unilateral declarations of “problem and solution” by government authorities and vested interests can never constitute due process. Yet, during the COVID era, that’s all there was. What should have been promptly and resoundingly rejected by the authorities as “sketchy story” was instead unquestionably embraced as truth to which all children were required to Submit.

4 The Victimization of the COVID Measures

The victimization has been immense, and many believe from the ludicrousness of the “evidence”, directly intended, against all youth, against those in need of care, against those in need of interaction, against us all. Every single Measure imposed by the “authorities” - and gleefully pumped by a sanctimonious and complicit local press - was viciously toxic, as many members of the public insisted on the official record of councils, commissioners, and school boards from the very start of “COVID”, which is increasingly being recognized as nothing other than pure and unadulterated covid Scam.

The truth is, isolation, social distancing, and masking were not measures of health but rather twisted instruments of illness and oppression, suffocating not only breath but also vital interpersonal connections, hopes, and aspirations. The inevitable outcomes are now evident: rising rates of illness, depression, and despair.

Worse still has been the relentless vaccine rollout, introducing a new wave of physical, mental, and emotional damage to countless children and adults. The full extent of the damage remains unknown, but findings so far are profoundly alarming. It is now widely acknowledged that vaccine injuries are seriously underreported and inadequately addressed. Independent experts warn of worsening consequences, yet public health authorities largely remain silent. Far from resolving the alleged health crisis as promised, the vaccines have greatly exacerbated mental and physical health problems.

Most parents of children subjected to sustained masking and COVID vaccine and boosters have become deeply concerned about the short- and long-term consequences. If to do over again, few in Blaine County or anywhere would ever blindly trust the assurances of our “health authorities” pressuring the masking and Injections and the other crushing COVID Measures

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for children. Fear is growing every day, in parents and children as well, of the possibility of drastically damaged and shortened lives. Meanwhile, vaccine inventories are still being pushed hard, even for the very young - while alarming increases in sudden onset cancers, severe health declines, and early deaths among vaccinated youth go unexamined.

In terms of coming to the aid, we must believe that it is not too late. We must dedicate our best resources to understand the nature of the illnesses being inflicted, to halt ongoing vaccinations, and to help the vaccine impaired recover good health. And yet the position of our “health leadership” is simply one of ‘let’s not talk about it’. *Formal Call* has been made repeatedly, *on the public record*, for health authorities and other officials to come to the aid in the fields of suffering, but to this day, the response from the perpetrating crew remains *deadly silent*.

America doesn’t want to confront the frightening possibility that what we have on our hands is a mass experimentation crime against humanity with lethal consequences: whereby a trusting public is wrongfully induced and coerced to submit *en masse* to crippling and killing injections by false representations of safety and efficacy and false authority of law, perpetrated by all levels of government with full collaboration of the press, together doing the bidding of a powerful pharma-medical cartel whose every motivation is to keep America tricked, sick, and subjugated.

Many forensic and constitutional scholars argue that what is emerging today, in plain public view, is the shocking reality of COVID-19 as the greatest criminal enterprise in the history of the United States, involving fraud, racketeering, and mass human casualties. Works like *Idaho covid Scam – Law, Ethics, Sanity and Survival (December 2021)* document this grim reality.

How do young people make sense of a world where institutions established to protect them are fully complicit? What must it feel like to grow up facing such enormous betrayal? This generation deserves honest answers, courageous leadership willing to admit grave errors, and the assurance that their future will no longer be shaped by deception and fear.

5 The Psychological Plunder of the COVID Deception

Public awareness is erupting to the fact that every component of the “COVID narrative” has been a great lie, completely lacking legitimate evidentiary support - as many independent experts and lay persons alike maintained from the very start. All COVID testing is horse-laughably flawed. Reported incidence rates are completely phony. Further, every single COVID “health measure” is the *exact opposite* of what a sane people should do when facing alleged threats, providing absolutely no protection but instead ruining health and gravely

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endangering life. Mask up, heads down in shame, and roll up sleeves for a venomous, venous raping? Or breathe deeply, front the predator, and defend?

To grasp the profound psychological impact on youth subjected to deception of this magnitude, one must consider that the essence of a child's spirit is to thrive freely in a reality grounded in truth. Children instinctively know when things are out of sync with truth and the natural order. For children to be compelled in some fashion to adapt to depictions of reality that are blatantly contrary to truth and that require submission to savagely punishing restrictions on essential freedoms so runs against human grain, contravening instinct, common sense, and logic, as to create subconsciously a poisonous discord that festers away at body, mind, psyche, and soul.

Children locked into a prison of deception are thwarted from becoming, stripped of their pursuit of the human potential tied to truth. The natural spontaneity and joy of youthful exploration are choked out and overtaken by rotting and ruination of body, mind and spirit. The more children get ratcheted to such Irreality, and the more massive the deceptions become, the more poisoned and twisted apart they and the entire society become, accepting the confinement of the human soul to deception, coverup, and 'no questions asked'.

For many young people, the culture of false, 'consensual reality' does not work. Among this group we sometimes find youngsters - often the most sensitive and insightful—who are incapable of accepting the cultural opiate, while at the same time they are not strong and healthy enough to swim against the current. The net result might be skewed and aberrational behavior some characterize as 'mental disorder in need of repair', but in fact, they would be just fine if left alone. The true psychopathy lies in the desperately out of order society that seeks to compel adaptation to rank and crippling falsity.

6 *That American Madness Allows No Questions or Challenge*

The use of cognitive capacities to question stories and evaluate evidence is an essential survival skill that protects against the imposition of false and potentially destructive and enslaving reality depictions. This is exactly why Benjamin Franklin maintained that the first responsibility of every American citizen is to question authority.

To be clear, an individual or collective refusal to submit beliefs and assumptions to rational, logical critique allows delusions to take over. Where our authorities should be teaching the importance of critical thinking and skills to go with it, like common law rules of evidence to sort out fact and fiction, they instead train docile submission – a grave psychopathy indeed.

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7 Initiatives and Proclamations Deepen the Wounding

We Americans are great at expressions of sympathy and support for the notion of “mental illness” abounding all around us. We are especially sensitive (we say) to youth in our midst who are coming undone in varying fashions, whom we determine to have “mental health issues”. Witness ‘Proclamations’ across the land like ‘Mental Health Awareness Month’ and funding of organizations like NAMI. But the more we proclaim and fund, the broader and deeper the “mental illness” in youth rampages - proving that the approach is failing, not succeeding.

Indeed, our “proclaiming” authorities have lost all credibility as protectors of youth. Continuously from the “inception” of COVID, the decision-making has been fundamentally flawed and recklessly endangering, such that never again should they be trusted in any capacity of youth health well-being - short of public admission of error and commitment to remedy. For sworn public servants, it was their first responsibility to abide by the Constitution and laws protecting the freedoms of their constituents. Officials instead chose to flaunt the Constitution and turn against the people. All of this could have been avoided, and children’s health protected and hugely enhanced, had officials done the right thing, i.e., modeled for children the importance of Just Saying No to compliance with any seriously “life and liberty” depriving, government-imposed measures that were not supported by Due Process of Law.

At every step of the COVID era, officials were advised of the rampant illegalities and inevitably disastrous consequences for the health and well-being of youth and everyone. At every such step, authorities thumbed their noses and rejected any dialogue, but instead retreated and retrenched, tightening the masks and striking out against those who would challenge authoritarian orders on Constitutional grounds, all while insisting that “boosting up” was the right and responsible thing to do. And to this day that is their position, that it is “no big deal” for kids to be choked out and poisoned under masks for two years and to be repeatedly injected. No one knows, but everyone should fear what the impairment will be long-term, or even if there will be a long-term for many.

This attempt to embed as our reality what are immensely false and destructive narrations relative to COVID must be seen as a desperate and surely fruitless attempt to bury the high crimes and horrifically exploding casualties, to just “move on”, let’s pretend it is ‘all good’: what we have learned to be standard operating procedure of The Blaine Pretender found at all levels of officialdom. In truth, expressions of sensitivity to the plight of the young, depressed, and disturbed serve only to exacerbate their suffering while shielding the complicity and culpability of the Proclaimers from facing their own grave disorder, of succumbing to grand deception and imposing it on everyone. As it turns out, those now purporting to understand

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and come to the rescue are not only dangerously incompetent, but the sickest, to boot. Nonetheless, the notion that ‘awareness of mental health’ might mean examining the shrieking insanity of the Proclaimer – Nevermore, indeed.

Sadly, that which is deemed by the “authorities” to be aberrant in youth is often where the real brilliance and inspiration is, evidencing the human spirit fighting to survive and blossom, yet too often abandoned, left all alone, and hope fading if not gone long ago. For the duly proclaimed, “disturbed” child, there is a great sadness, *knowing deep down* that there never will be a true accounting, that never will they be given the opportunity to blossom and grow freely, *and that they will have to sort it out on their own* - if it is even worth it.

8 The Focus on Youth “*Behavioral Health*” is Seriously Misguided

In theory, “behavioral health” is a broad term that encompasses the connection between behaviors and the overall well-being of the body, mind, and spirit. It is often used today to describe both mental health and substance use issues, as well as how behaviors like stress management, exercise, and sleep habits impact overall health. However, the focus on *behavioral* health is increasingly being recognized by the public as a way for pharmaceutical companies and medical providers to expand markets for their medications and treatments.

According to the medical-pharma industry, “mental illnesses” in children, like depression, bipolar, and attention deficit, are very common and increasing. The notion is that unwanted behavior suggests a troubled state of mind can best be addressed by altering brain chemistry with a pill - antidepressants, antipsychotics, mood stabilizers, anxiolytics and even stimulants - newer and improved medications that stabilize the mind for a more “ordered” functioning in society. Psychotropic drugs are big business, and the industry sees the strongest business growth potential to be diagnosing and medicating exploding numbers of “disturbed” children.

That aberrant child, who feels outside the bounds, who is twisted and teetering to make sense of rules and meaning in the crashing waves of deception - all of that we must submit to prescribed treatments to neutralize and stamp out the “deviance”, of course with our stoutest sympathies. And rarely is there any emphasis on traditional, natural means of achieving life balance, such as by sleep, sound nutrition, and recreation in the wrap of mother nature – together with open dialogue, ‘no topics off limits’.

In fact, the process of “medically” flattening behavior and personality seriously upsets and cripples the body’s natural balancing processes, including cognition itself. We medicate away even the capability to detect and inquire into the nature and source of the troubles. The more diagnosed and medicated children are, the more disconnected and disintegrated they become.

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For the suffering young child, this approach to well-being doesn't get it. Young people are hurting at a deep existential level that can be mended only by facing truthful reality empirically and directly, *sans* mummifying medications.

9 **The *Good Beating* of Idaho Government Schooling**

What has happened in all Idaho public schools in recent years has been an unfathomable breach of the state constitutional right of all Idaho youth to a public education in a safe and healthy environment.

It is hard to envision what could be more despicable, cowardly, and knuckleheaded breach of this duty than for a school board to compel masking on all children and pressure State injections, while never bothering to educate them about their fundamental rights to 'just say no' to such savage Orders to submit to "necessary restrictions" of some fabricated fable.

Moreover, most parents in Idaho oppose the many social agendas being implemented by the state board of education and local school boards, as corrupted and dangerously toxic to the health and sanity of their children. Most concerning are policies and programs focused on gender identity, critical race theory, and 'diversity, equity, and inclusion'. These matters are seen by most to contravene and sabotage traditional family values and parental influence, which Idahoans consider to be essential for the well-being of children.

Exceptionally alarming also is the claimed need to locate armed "resource officers" in all public schools, with the constant narrative to the children of impending threat of mass shootings. In public schools across America, children are being subjected to lockdown drills, active shooter exercises, and even simulated gunfire and fake victims. This climate of fear is profoundly unsettling, taking a savage psychological toll on even the healthiest and most "well-adjusted" students. If mass shootings are indeed occurring at anywhere near the frequency reported by local government officials and mainstream media, and almost always involving significant casualties never prevented by the presence of law enforcement, then the only logical, sane choice for parents is to remove children from this environment entirely, immediately. The learning environment for children must never be a source of domestic terror and life threat for them.

Is it any wonder so many teenage girls in public schools report feeling depressed, as surveyed? Inside the "Chambers of Learning", they are bombarded with confusing gender messaging, exposed to insulting pornographic material, perhaps forced to share bathrooms with strange creatures and to live under the constant specter of extreme violence - after having every breath choked out and poisoned for two years and being pressured to Just Say Yes and roll up to the

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State Injections, possibly filled with unthinkable frightful filth. What further beating can the State give them, for their own good?

In short, Idaho public education has become a breeding ground for subjugation, terror, and abject mediocrity – the opposite of what the Constitution contemplates for the educational well-being of children. More and more parents and children are discovering that they can do far better.

10 Home-based Schooling and the Transformation of Youth *Well-Being*

The “school” of the future that is powerfully emerging today resides not inside the brick and mortared walls of any institution, but in the mind, body, and soul of every child.

Homeschooling plays off the continually changing and expanding interests and joys of the children, as guided by parents and trusted mentors. Homeschooling doesn't mean that children hang out at the house with mom and dad for another eight hours a day. Rather, it involves using the home as a “safe harbor” base from which the child can operate, with the opportunity to pursue passions alone and with others in varying locations.

Not surprisingly, the many “mental” or “behavioral” health problems showing up in so many public school children are virtually absent in the home schooling environment. The biggest needs of public school youth, as surveyed, are the most simple, obvious and easy to meet in the homeschooling environment – i.e., a lot more sleep, and access to professionally competent adult mentors they find trustworthy. Not surprisingly, homeschooled youth are achieving academic results far superior to public schools.

Technology is making possible even more staggering success, as measured by both academic achievement and joy of the pursuit. The growing accessibility of AI tools is revolutionizing education, making traditional models increasingly obsolete and driving the rapid advancement of personalized learning.

Teachers are transitioning into the role of mentors, inspiring lifelong curiosity and exploration in young minds. Talented educators, leaving behind the failing government school system, are discovering newfound appreciation and enthusiasm as they join the expanding, dynamic world of free-market and flexible education.

11 The Three Pillars of Youth *Well-Being*

The challenges facing today's youth are dire. The events surrounding COVID-19 are almost beyond comprehension—yet they persist. Those who orchestrated the mistreatment of children

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remain in positions of power – including local mayors, city councilors and school board trustees. The pharmaceutical and medical industries continue to push COVID-related treatments and the need for new medications and injections, while the media uncritically echoes their narratives in lockstep.

The level of incompetence and deception that infiltrated government at every level, causing such widespread harm, demands a heightened vigilance. Every pronouncement from any government agency and official must be scrutinized, and blind trust must be replaced with critical thinking. For the sake of their sanity and survival, children must be prepared for the possibility that “more and worse” is still to come.

In the face of such persistent and pervasive threats, it is essential to embed three foundational "pillars" into the educational experience of every child in America.

The First Pillar is cultivating a deep and unwavering understanding of the inalienable rights inherent to all people and recognizing that these rights, or civil liberties, are constitutionally protected throughout the United States, never to be violated by any government entity or official without due process of law.

The Second Pillar is cultivating critical thinking and evidence-based reasoning, equipping youth to distinguish fact from fiction. This empowers them to build lives grounded in verifiable reality, safeguarding against deceptive narratives, especially those that demand the surrender of liberties or compromise their health. To this end, all children must develop a practical understanding of the common-sense, common-law rules of evidence used in every courtroom in America. No child should accept as truth anything that a court would not allow a jury to consider.

The Third Pillar emphasizes disciplined and rigorous training of the body, mind, and spirit in harmony with the natural order. This training fosters the clarity, resilience, and strength required to uphold truth and protect the freedoms essential for pursuing human potential rooted in reality, not artificial constructs.

Neglecting this kind of training has led to widespread physical, mental, and spiritual decline across America. A weakened body inevitably impairs the mind and spirit, creating the perfect conditions for submission to distorted and misleading narratives.

Disciplines like martial arts exemplify this approach, as they are highly demanding, accessible to people of all ages and abilities, and provide a lifelong path of building strength, sharpening focus, and harmonizing movement with breath.

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CONCLUSION

A powerful and rapidly growing movement of youth is emerging from these chaotic and turbulent times—youth who will no longer blindly trust information from so-called “health” or other “authorities.” This new generation is honing the ability to discern truth from deception, coupled with the courage and determination to defend their fundamental human rights—rights essential for sanity and survival, never again to be violated.

These young people are confronting critical threats to health and life including many that have long been ignored, denied, and suppressed by government officials, healthcare providers, public educators, and the press - due to ignorance, fear, and in some cases, self-serving deception. Key areas of focus include:

- The ongoing and multifaceted fraud surrounding “COVID-19”.
- The toxic contamination of food, lawns, pets, and children caused by the herbicide *Roundup* (glyphosate) and GMO grains that introduce this poison into the food supply.
- The health and environmental dangers of 5G wireless radiation, along with strategies to mitigate its impact.
- The true nature, toxicity, and impacts of “cloud seeding,” aerial spraying, and other government weather modification programs, widely suspected of contributing to a dramatic rise in so-called “natural disasters”.

I urge all adults to wholeheartedly support this vital movement dedicated to restoring, transforming, and safeguarding the well-being and future of all young people.

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LAST STAND USA –

FLY, FLY AWAY (May 2020)

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

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

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

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

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



CITY OF KETCHUM
MINUTES OF THE CITY COUNCIL
Monday, March 3, 2025
191 5th Street West, Ketchum, ID

CALL TO ORDER: *(00:00:12 in video)*

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

ROLL CALL CITY COUNCIL

Mayor Neil Bradshaw
Spencer Cordovano
Amanda Breen
Courtney Hamilton

ABSENT:

Tripp Hutchinson

ALSO PRESENT:

Jade Riley—City Administrator
Brent Davis—Finance Director & City Treasurer
Trent Donat—City Clerk & Business Manager
Ben Whipple—Senior Project Manager
Carissa Connelly—Director of Housing
Morgan Landers—Director of Planning and Building
Paige Nied—Associate Planner
Rian Rooney—Housing Program & Policy Strategist *(via teleconference)*
Colin Frolich—Placemate *(via teleconference)*
Rory Tong—Applicant for the Cigar Bar
Jason Decker—Applicant for the Cigar Bar
Harry Griffith—Executive Director for Sun Valley Economic Development
Mick Mummert—Wastewater Division Supervisor

COMMUNICATIONS FROM MAYOR AND COUNCIL:

Spencer Cordovano *(00:00:41 in video)*
Jade Riley *(00:01:22 in video)*
Spencer Cordovano *(00:02:15 in video)*
Courtney Hamilton *(00:02:36 in video)*
Spencer Cordovano *(00:05:27 in video)*
Neil Bradshaw *(00:06:02 in video)*

2. Resolution 25-008 Requesting Immediate Reinstatement of all Sawtooth National Recreation Area Employees.

Motion to approve Resolution 25-008.

MOVER: Courtney Hamilton *(00:06:58 in video)*

SECONDER: Amanda Breen

AYES: Spencer Cordovano, Amanda Breen, Courtney Hamilton

RESULT: Unanimous

3. Letter to Congressman Mike Simpson expressing support for YMCA Project Expansion Plan and Capital Campaign.

Introduction by: Neil Bradshaw *(00:07:10 in video)*

Presented by: Amanda Breen *(00:07:33 in video)*

Motion to approve the letter of support for the YMCA.

MOVER: Amanda Breen *(00:08:42 in video)*

SECONDER: Courtney Hamilton

AYES: Spencer Cordovano, Amanda Breen, Courtney Hamilton

RESULT: Unanimous

CONSENT AGENDA:

- Neil Bradshaw pulled item #10 to postpone to a future meeting. *(00:08:55 in video)*
- Spencer Cordovano asked for discussion on items #8 and #9. Asked first about item #8. *(00:09:12 in video)*
- Ben Whipple responded. *(00:10:10 in video)*

Questions, comments, and discussion by Council. *(00:11:26 in video)*

Joined by Ben Whipple and Jade Riley. (throughout the discussion)

- Spencer Cordovano asked about item #9. *(00:15:19 in video)*
- Jade Riley responded. *(00:15:35 in video)*

Motion to approve Consent Agenda items #4 - #9.

MOVER: Courtney Hamilton *(00:18:04 in video)*

SECONDER: Amanda Breen

AYES: Spencer Cordovano, Amanda Breen, Courtney Hamilton

RESULT: Unanimous

10. Recommendation to approve Memorandum of Understanding 25-003 with the Idaho Foundation for Parks and Lands.

Presented by: Jade Riley *(00:18:14 in video)*

Neil Bradshaw commented. *(00:23:51 in video)*

Questions, comments, and discussion by Council. *(00:24:54 in video)*

Joined by: Jade Riley, throughout discussion.

PUBLIC HEARING:

11. Recommendation to hold a public hearing and conduct the first reading of Ordinance 1259, amendment to Chapter 8.10 of the Ketchum Municipal Code.

Presented by: Paige Nied *(00:28:07 in video)*

Summarized by: Neil Bradshaw *(00:31:51 in video)*

Questions, comments, and discussion by Council. *(00:32:59 in video)*

Paige Nied responded throughout the discussion.

Public Hearing Open: *(00:35:30 in video)*

No comments

Public Hearing Closed: *(00:35:39 in video)*

Questions, comments, and discussion by Council. (00:35:44 in video)

Joined by: Paige Nied and Morgan Landers throughout the discussion.

Joined by: Jade Riley (00:43:33 in video)

Rory Tong and Jason Decker addressed the Council. (01:04:46 in video)

Questions, comments, and discussion by Council. (01:10:43 in video)

Joined by: Morgan Landers and Jade Riley throughout the discussion.

Motion to approve the first reading of Ordinance 1259, amendment to chapter 8.10 of Ketchum Municipal Code as amended to be only applicable to indoor use and in standalone buildings and within reasonable distance from specific negative conflict uses.

MOVER: Spencer Cordovano (01:17:50 in video)

SECONDER: Courtney Hamilton

AYES: Spencer Cordovano, Courtney Hamilton

NAYS: Amanda Breen

RESULT: Motion Passes

First Reading of Ordinance 1259 by Title Only.

Read by: Trent Donat (01:18:37 in video)

NEW BUSINESS:

12. Quarterly update from Sun Valley Economic Development.

Presented by: Harry Griffith (01:19:44 in video)

Questions, comments, and discussion by Council. (01:26:45 in video)

Joined by: Harry Griffith

13. Lease to Locals and Light Preservation Program Direction.

Introduction by: Rian Rooney (01:29:14 in video)

Presentation by: Colin Frolich and Rian Rooney (01:29:58 in video)

Questions, comments, and discussion by Council. (01:49:20 in video)

Joined by: Carissa Connelly and Rian Rooney (01:57:57 in video)

14. Wastewater CIP Plan Update and feedback on next steps for Water Reclamation Facility Solids Dewatering Improvements Project.

Presentation by: Ben Whipple (01:58:47 in video)

Joined by: Mick Mummert (02:02:22 in video)

Joined by: Brent Davis (02:05:26 in video)

Questions, comments, and discussion by Council and staff. (02:08:37 in video)

Joined by: Jade Riley, Ben Whipple, and Mick Mummert.

15. Update on Request for Proposal for Community Housing at South YMCA and Lift Tower Lodge.

Introduction by: Neil Bradshaw (02:26:16 in video)

Presented by: Carissa Connelly (02:26:45 in video)

Questions, comments, and discussion by Council. (02:33:46 in video)

Joined by: Jade Riley, Neil Bradshaw, and Carissa Connelly.

Public Comment:

Stacey Gildon (02:57:25 in video)

Claudia Graham – Ketchum resident (03:00:00 in video)

Questions, comments, and discussion by Council, continued. (03:01:19 in video)

Joined by: Jade Riley, Neil Bradshaw, and Carissa Connelly.

16. Update on Capital Improvement Plan for 2025-2026.

Presented by: Brent Davis (03:23:56 in video)

Joined by: Neil Bradshaw and Jade Riley

Questions, comments, and discussion by Council. (throughout presentation)

Motion to approve the CIP fund adjustments and recommendations as presented.

MOVER: Courtney Hamilton (03:39:37 in video)

SECONDER: Spencer Cordovano

AYES: Spencer Cordovano, Courtney Hamilton, Amanda Breen

RESULT: Unanimous

Motion to approve the allocation of funds for power undergrounding as presented.

MOVER: Amanda Breen (03:39:47 in video)

SECONDER: Courtney Hamilton

AYES: Spencer Cordovano, Courtney Hamilton, Amanda Breen

RESULT: Unanimous

ADJOURNMENT:

Motion to adjourn. (03:40:04 in video)

MOVER: Amanda Breen

SECONDER: Courtney Hamilton

AYES: Amanda Breen, Courtney Hamilton, Spencer Cordovano

RESULT: Adjourned

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					
LEGISLATIVE & EXECUTIVE					
01-4110-2515 VISION					
NBS-NATIONAL BENEFIT SERVI	1056086	HRA Plan Administration Fees for the Month of February	22.95		0
Total LEGISLATIVE & EXECUTIVE:			22.95		
ADMINISTRATIVE SERVICES					
01-4150-2515 VISION					
NBS-NATIONAL BENEFIT SERVI	1056086	HRA Plan Administration Fees for the Month of February	58.80		0
01-4150-3100 OFFICE SUPPLIES & POSTAGE					
GEM STATE PAPER & SUPPLY	1135462-01	Coffee creamer	103.08		0
JANE'S ARTIFACTS	013125	Office Supplies	1,065.92		0
RAMP	30425	Computer Charger	17.99		0
RAMP	30425	Disposable Compostable Bowl	15.19		0
RAMP	30425	Office Coffee	59.84		0
RAMP	30425	Office Pens	24.27		0
RAMP	30425	Office Chair Floor Mat	42.00		0
RAMP	30425	Network Office Supplies	33.58		0
01-4150-4200 PROFESSIONAL SERVICES					
WESTERN RECORDS DESTRUCT	0744027	Confidential document destruction services	113.00		0
DIXON RESOURCES UNLIMITED	4507	Rapid LPR Tool service for February 2025	2,000.00		0
BEST DAY HR	#45727	HR Consulting Services	2,281.25		0
TAYLOR JENSEN, CPA	1004	February Accounting Consulting Retainer	1,500.00		0
01-4150-4400 ADVERTISING & LEGAL PUBLICATIO					
EXPRESS PUBLISHING, INC.	1002196 01312	Budget Amendment Notice	560.64		0
EXPRESS PUBLISHING, INC.	1002196 02282	Quarterly Finance Report (Q4 of 2024)	163.17		0
EXPRESS PUBLISHING, INC.	1002196 02282	Ordinance 1258 Notice	246.38		0

Vendor Name	Invoice Number	Description	Net Invoice Amount	Purchase Order Number	GL Activity Number
01-4150-4800 DUES, SUBSCRIPTIONS & MEMBERSH					
COLORADO ASSOCIATION OF S	2057	Annual Membership Dues for 2025	800.00		0
01-4150-4900 PERSONNEL TRAINING/TRAVEL/MTG					
RILEY, JADE	012125	Travel Per Diem & Reimbursement: Boise Conference	749.54		0
DAVIS, BRENT	031025	Travel Per Diem & Reimbursement: Caselle Training in Utah	940.90		0
RAMP	30425	Refund for Lunch Meeting	35.00-		0
RAMP	30425	Performance Dinner	156.94		0
RAMP	30425	IPMI Annual Conference Fee	949.00		0
RAMP	30425	Hotel for IPMI Annual Conference	2,072.71		0
RAMP	30425	Lunch Meeting	71.32		0
RAMP	30425	All Hands Meeting Refreshments	94.19		0
RAMP	30425	Lunch Meeting	25.58		0
RAMP	30425	Spanish classes for the Housing department	509.99		0
01-4150-5100 TELEPHONE & COMMUNICATIONS					
COX BUSINESS	0012401047131	0012401047131901 022425	81.99		0
RAMP	30425	Telecommunications - Monthly	1,307.97		0
RAMP	30425	Electronic signature platform renewal	113.75		0
RAMP	30425	Satellite internet service setup	165.00		0
RAMP	30425	SMS Registration Fee	89.00		0
01-4150-5110 COMPUTER NETWORK					
KETCHUM COMPUTERS, INC.	20943	Monthly IT maintenance and support services	15,459.30		0
BEST DAY HR	#45727	HR Intranet Hosting and Softwares	576.00		0
SPEED GOAT TECHNOLOGY LLC	2230204	February 2025 IT Support	630.00		0
RAMP	30425	Refund on Microsoft Online Services	31.23-		0
RAMP	30425	Zoom Remote meeting technology	158.00		0
RAMP	30425	Newsletter Mailing	276.00		0
RAMP	30425	Admin Computer Network	65.12		0
01-4150-5150 COMMUNICATIONS					
EXPRESS PUBLISHING, INC.	1002196 02282	Open House Ads	1,276.00		0
EXPRESS PUBLISHING, INC.	1002196 02282	LID Funding Ads	2,799.20		0
EXPRESS PUBLISHING, INC.	1002196 02282	Potential Comm Housing Open House Advertisement	1,523.20		0
EXPRESS PUBLISHING, INC.	1002196 02282	Potential Comm Housing Open House Advertisement	761.60		0
EXPRESS PUBLISHING, INC.	1002196 02282	Quarterly Finance Report (Q1 of 2025)	163.17		0
INTERNATIONAL MINUTE PRES	89780	Postcards, postage, and mailing services for 1st and Washington	648.27		0

Vendor Name	Invoice Number	Description	Net Invoice Amount	Purchase Order Number	GL Activity Number
01-4150-5200 UTILITIES					
IDAHO POWER	2224128120 02	2224128120 191 5th St W	1,047.91		0
01-4150-6500 CONTRACTS FOR SERVICES					
ENOURATO, LISA	114	Miscellaneous/CIP Support - February 2025	3,485.00		0
01-4150-6510 COMPUTER SERVICES					
CASELLE, INC.	139383	Contract Support and Maintenance for April	3,635.00		0
Total ADMINISTRATIVE SERVICES:			48,850.53		
LEGAL					
01-4160-4270 CITY PROSECUTOR					
ALLINGTON, ESQ., FREDERICK	120330	Monthly Prosecutor Payment	3,883.33		0
Total LEGAL:			3,883.33		
PLANNING & BUILDING					
01-4170-2515 VISION					
NBS-NATIONAL BENEFIT SERVI	1056086	HRA Plan Administration Fees for the Month of February	19.85		0
01-4170-3100 OFFICE SUPPLIES & POSTAGE					
CHATEAU DRUG CENTER	2938577	Tablecloths	3.78		0
CHATEAU DRUG CENTER	2938730	Office Scissors	18.95		0
01-4170-4200 PROFESSIONAL SERVICES					
MATTISON, ROBYN	2025.02	February Engineering Services for Building Permit Reviews and Development Applications	3,526.25		0
S & C ASSOCIATES LLC	3346	Engineering consulting services for multiple projects: 21-1038 2021 Engineering Services	127.50		0
S & C ASSOCIATES LLC	3346	Engineering consulting services for multiple projects: Development: 21-1053 Bluebird	852.50		0
01-4170-4210 PROFESSIONAL SERVICES - IDBS					
SAFEBUILT LLC	1417894	February Building Inspections	6,125.00		0
SAFEBUILT LLC	1421603	Building Permits and Plan Check Fees	92,530.12		0
01-4170-4400 ADVERTISING & LEGAL PUBLICATIO					
COPY CENTER LLC	3559	Public notice postcards printing and postage services: Cancelled Mailers, Stanek Postcards	193.20		0

Vendor Name	Invoice Number	Description	Net Invoice Amount	Purchase Order Number	GL Activity Number
COPY CENTER LLC	3572	Public Notice Mailers with postcards and postage: Ordinance 1259 Mailers	39.15		0
EXPRESS PUBLISHING, INC.	1002196 01312	Comp Plan Notices	4,896.80		0
EXPRESS PUBLISHING, INC.	1002196 01312	Floodplain Dev. Permit WSP	71.76		0
EXPRESS PUBLISHING, INC.	1002196 01312	Knob Hill Residence Notice	80.96		0
EXPRESS PUBLISHING, INC.	1002196 01312	Sawtooth Serenade Notice	73.60		0
EXPRESS PUBLISHING, INC.	1002196 02282	Stanek Variance Notice	72.68		0
EXPRESS PUBLISHING, INC.	1002196 02282	1st & Washington Notice	63.48		0
EXPRESS PUBLISHING, INC.	1002196 02282	200 N Main Demo Notice	33.12		0
EXPRESS PUBLISHING, INC.	1002196 02282	560 WR Demo Notice	34.96		0
EXPRESS PUBLISHING, INC.	1002196 02282	Decker Ordinance 1259 Notice	60.72		0
EXPRESS PUBLISHING, INC.	123124	Cohesive Ketchum Ads	3,480.80		0
EXPRESS PUBLISHING, INC.	123124	KCC SAP Townhomes	69.92		0
01-4170-4500 GEOGRAPHIC INFO SYSTEMS					
GEOBILITY LLC	1119	GIS Professional Services for January 2025	1,830.00		0
Total PLANNING & BUILDING:			114,205.10		
NON-DEPARTMENTAL					
01-4193-4200 PROFESSIONAL SERVICE					
RAMP	30425	SAM Registration	1,198.00		0
01-4193-4901 CULTURE PROJECTS					
RAMP	30425	Team Building Lunch	748.80		0
01-4193-9930 GENERAL FUND OP. CONTINGENCY					
SNEE, MOLLY	2503	March Retainer	1,000.00		0
SERVA GROUP	022625	77 Main Street Vouchers	1,155.00		0
Total NON-DEPARTMENTAL:			4,101.80		
FACILITY MAINTENANCE					
01-4194-2515 VISION					
NBS-NATIONAL BENEFIT SERVI	1056086	HRA Plan Administration Fees for the Month of February	29.15		0
01-4194-3200 OPERATING SUPPLIES					
CHATEAU DRUG CENTER	2976385	ENR batteries	9.49		0

Vendor Name	Invoice Number	Description	Net Invoice Amount	Purchase Order Number	GL Activity Number
01-4194-3500 MOTOR FUELS & LUBRICANTS					
CHRISTENSEN INC.	CL80622	1001226 - Facilities CFN	51.00		0
01-4194-4200 PROFESSIONAL SERVICES					
BIG WOOD LANDSCAPE, INC.	31523	SNOW REMOVAL FY 2025	205.50	25032	0
BIG WOOD LANDSCAPE, INC.	31524	SNOW REMOVAL FY 2025	1,119.00	25032	0
BIG WOOD LANDSCAPE, INC.	31525	SNOW REMOVAL FY 2025	3,975.00	25032	0
BIG WOOD LANDSCAPE, INC.	31526	SNOW REMOVAL FY 2025	1,260.00	25032	0
BIG WOOD LANDSCAPE, INC.	31527	SNOW REMOVAL FY 2025	555.25	25032	0
BIG WOOD LANDSCAPE, INC.	31527	SNOW REMOVAL FY 2025	488.00	25032	0
BIG WOOD LANDSCAPE, INC.	31529	SNOW REMOVAL FY 2025	1,119.00	25032	0
BIG WOOD LANDSCAPE, INC.	31530	SNOW REMOVAL FY 2025	1,104.75	25032	0
BIG WOOD LANDSCAPE, INC.	31532	SNOW REMOVAL FY 2025	1,062.00	25032	0
BIG WOOD LANDSCAPE, INC.	31533	SNOW REMOVAL FY 2025	1,119.00	25032	0
BIG WOOD LANDSCAPE, INC.	31534	SNOW REMOVAL FY 2025	1,321.50	25032	0
BIG WOOD LANDSCAPE, INC.	31535	SNOW REMOVAL FY 2025	1,293.00	25032	0
BIG WOOD LANDSCAPE, INC.	31537	SNOW REMOVAL FY 2025	1,615.00	25032	0
BIG WOOD LANDSCAPE, INC.	31538	SNOW REMOVAL FY 2025	1,076.25	25032	0
BIG WOOD LANDSCAPE, INC.	31539	SNOW REMOVAL FY 2025	1,365.75	25032	0
BIG WOOD LANDSCAPE, INC.	31540	SNOW REMOVAL FY 2025	3,900.00	25032	0
IRISH ELECTRIC	30125	Street lights and tree lights troubleshooting and repair services	1,222.00		0
IRISH ELECTRIC	30225	Steel welded outlet bollards	3,208.00		0
01-4194-4220 PROF SERV-CITY BEAUTIFICATION					
LILY & FERN, LLC	5706	Hanging Baskets	1,664.00		0
01-4194-5200 UTILITIES					
CLEAR CREEK DISPOSAL	0001792032	Portable restroom service and rental at Atkinson's Park	587.98		0
IDAHO POWER	2201272487 02	2201272487 480 E 4th St Rest	193.57		0
IDAHO POWER	2203538992 02	2203538992 480 E 4th St Event	77.40		0
IDAHO POWER	2206452274 02	2206452274 571 5th St Sprk	26.34		0
IDAHO POWER	2206452274 02	2206452274 900 N 3rd Ave Pmp	48.37		0
INTERMOUNTAIN GAS	32649330001 0	32649330001 130 S 1 Ave	32.03		0
INTERMOUNTAIN GAS	44919030005 0	44919030005 022525	40.41		0
INTERMOUNTAIN GAS	76053745030 0	76053745030 022525	539.18		0
01-4194-5900 REPAIR & MAINTENANCE-BUILDINGS					
SCHINDLER ELEVATOR	8106845698	Quarterly elevator maintenance service	1,244.49		0
01-4194-5910 REPAIR & MAINT-491 SV ROAD					
CLEAR CREEK DISPOSAL	0001792033	Waste Disposal and Recycling Services at 491 Sun Valley			

Vendor Name	Invoice Number	Description	Net Invoice Amount	Purchase Order Number	GL Activity Number
		Rd	1,033.84		0
IDAHO POWER	2202522062 02	2202522062 491 E Sun Valley Rd	535.73		0
INTERMOUNTAIN GAS	17499804809 0	17499804809 022525	284.74		0
CUEVA ELK ROOFING	000800	Snow removal and ice melt service for building leak	440.00		0
01-4194-5950 REPAIR & MAINT-WARM SPRINGS PR					
CLEAR CREEK DISPOSAL	0001792031	Waste disposal services for dog park	322.83		0
CLEAR CREEK LAND CO. LLC	0000048450	Mobile storage rental services	231.00		0
IDAHO POWER	2226452353 02	2226452353 299 Bald Mtn Rd	24.75		0
RAMP	30425	Internal-External Retaining Ring Tool	208.81		0
01-4194-6000 REPAIR & MAINT-AUTOMOTIVE EQUI					
WARM SPRINGS AUTO PARTS LL	206909	Winter wiper blades	36.90		0
01-4194-6100 REPAIR & MAINT--MACHINERY & EQ					
RAMP	30425	Maintenance facility supplies	31.88		0
01-4194-6950 MAINTENANCE					
A.C. HOUSTON LUMBER CO.	2502-850226	Utility Heater	23.99		0
A.C. HOUSTON LUMBER CO.	2502-851405	Washers, nuts, and bolts	9.66		0
A.C. HOUSTON LUMBER CO.	2503-851796	R Pack	7.99		0
PLATT ELECTRIC SUPPLY	6B98557	Xtreme Power products	740.81		1105
YELLOWSTONE TRACK SYSTEM	S12521	Roller compactor	71.61		0
Total FACILITY MAINTENANCE:			35,556.95		
POLICE					
01-4210-2515 VISION					
NBS-NATIONAL BENEFIT SERVI	1056086	HRA Plan Administration Fees for the Month of February	9.80		0
01-4210-3100 OFFICE SUPPLIES & POSTAGE					
RAMP	30425	Police Department Footwear	486.00		0
01-4210-3500 MOTOR FUELS & LUBRICANTS					
CHRISTENSEN INC.	CL80623	1001227 - CSO CFN	304.75		0
01-4210-3610 PARKING OPS PROCESSING FEES					
DATA TICKET INC	176178	Citation processing services for February 2025	2,124.60		0

Vendor Name	Invoice Number	Description	Net Invoice Amount	Purchase Order Number	GL Activity Number
01-4210-3620 PARKING OPS EQUIPMENT FEES					
CALE AMERICA, INC.	182897R	Monthly CWO service for parking meters	58.67		0
CALE AMERICA, INC.	184544	CWO service for active meters	58.67		0
01-4210-4200 PROFESSIONAL SERVICES					
MARKY'S SUPER TOW	39093	Towing services for multiple vehicles	648.00		0
01-4210-4250 PROF.SERVICES-BCSO CONTRACT					
BLAINE COUNTY CLERK/RECOR	022725	BCSO Law Enforcement Services FY25 Difference	4,659.22		0
BLAINE COUNTY CLERK/RECOR	201086	BCSO Law Enforcement Services	159,837.92		0
01-4210-6000 REPAIR & MAINT--AUTOMOTIVE EQU					
DICK YORK'S AUTO SERVICE	#95313	Vehicle maintenance service including oil change and inspections	221.34		0
Total POLICE:			168,408.97		
FIRE & RESCUE					
01-4230-2515 VISION					
NBS-NATIONAL BENEFIT SERVI	1056086	HRA Plan Administration Fees for the Month of February	85.10		0
01-4230-3200 OPERATING SUPPLIES FIRE					
A.C. HOUSTON LUMBER CO.	2503-852553	Cedar Shims- Dollhouse Burn	22.50		0
ATKINSONS' MARKET	03014301	Lysol	5.88		0
BUSINESS AS USUAL INC.	168588	16x20 prints & pen	14.12		0
CHATEAU DRUG CENTER	2978896	Moving Tape	7.59		0
WHITE CLOUD COFFEE LLC	97925	Coffee	100.92		0
01-4230-3210 OPERATING SUPPLIES EMS					
ATKINSONS' MARKET	03014301	Lysol	5.88		0
BOUNDTREE MEDICAL	85649851	BVM, igels, oral airways, c collars, diphenhydramine, calcium chloride	1,613.45		0
BOUNDTREE MEDICAL	85662500	Cricothyroidotomy Kit and Endotracheal Tube	555.85		0
BOUNDTREE MEDICAL	85682601	Ear Sensors and Trauma Shears	461.80		0
BUSINESS AS USUAL INC.	168588	16x20 prints & pen	14.13		0
CHATEAU DRUG CENTER	2978896	Moving Tape	7.59		0
NORCO	0042888668	Medical oxygen cylinders and delivery	180.73		0
NORCO	0042981810	Cylinder rental invoice for medical cylinders	176.40		0
HENRY SCHEIN	37955038	10ml 15G syringe	208.38		0
HENRY SCHEIN	37979991	Nasal Atomization Device W/O Syringe	383.00		0
PRIMARY PHARMACEUTICALS	58342	Sodium chloride	565.11		0

Vendor Name	Invoice Number	Description	Net Invoice Amount	Purchase Order Number	GL Activity Number
WHITE CLOUD COFFEE LLC	97925	Coffee	100.92		0
01-4230-3500 MOTOR FUELS & LUBRICANTS FIRE					
CHRISTENSEN INC.	CL80620	1008309 022825	178.70		0
01-4230-3510 MOTOR FUELS & LUBRICANTS EMS					
CHRISTENSEN INC.	CL80620	1008309 022825	178.71		0
01-4230-4200 PROFESSIONAL SERVICES FIRE					
LOCALITY MEDIA INC.	3794	First Due subscription	6,165.07		0
RAMP	30425	Registration with Secretary of State - Fire District	72.75		0
01-4230-4210 PROFESSIONAL SERVICES EMS					
GIBSON, KELLER	1329475	Paramedic Initial Application Fee	175.00		0
LOCALITY MEDIA INC.	3794	First Due subscription	6,165.06		0
BHATNAGAR, ASHISH	1280356	NREMT - EMT Initial Application Fee	104.00		0
RAMP	30425	Garmin Subscription	81.80		0
SHEPLER, DON	1289125	NREMT Testing Reimbursement	104.00		0
01-4230-4900 TRAINING/TRAVEL/MTG FIRE					
A.C. HOUSTON LUMBER CO.	2503-852251	Lumber purchase for fire academy	203.84		0
01-4230-4910 TRAINING EMS					
AIARE	#280840	AIARE avalanche training courses	340.00		0
01-4230-4920 TRAINING-FACILITY					
CLEAR CREEK DISPOSAL	0001792030	Portable restroom rental and service - Fire Training Center	144.88		0
IDAHO POWER	2224210258 02	2224210258 219 Lewis St	83.99		0
01-4230-5100 TELEPHONE & COMMUNICATION FIRE					
COX BUSINESS	0012401049446	0012401049446101 022625	124.34		0
01-4230-5110 TELEPHONE & COMMUNICATION EMS					
COX BUSINESS	0012401049446	0012401049446101 022625	124.33		0
01-4230-5900 REPAIR & MAINTENANCE-BUILDINGS					
A.C. HOUSTON LUMBER CO.	2503-852234	Fittings to fix E1's air hose	8.48		0
A.C. HOUSTON LUMBER CO.	2503-852348	Fasteners for building maintenance	11.61		0
FREEFORM	PR22478-1	2 Duty Staff Workstations	1,212.37		0
SENTINEL FIRE & SECURITY, IN	109113	Fire alarm monitoring service for Ketchum Fire Station	107.97		0
CURTIS TOOLS FOR HEROES	INV913498	Red Lockers	517.34		0

Vendor Name	Invoice Number	Description	Net Invoice Amount	Purchase Order Number	GL Activity Number
CURTIS TOOLS FOR HEROES	INV916251	Red Lockers + Hangers	3,128.14		0
01-4230-6100 REPAIR & MAINT--MACHINERY & EQ					
NORCO	0042980937	Cylinder rental -industrial gas cylinders	36.12		0
01-4230-6110 REPAIR & MAINT--MACHINERY & EQ					
NORCO	0042980937	Cylinder rental -industrial gas cylinders	36.12		0
Total FIRE & RESCUE:			23,813.97		
STREET					
01-4310-2515 VISION					
NBS-NATIONAL BENEFIT SERVI	1056086	HRA Plan Administration Fees for the Month of February	26.80		0
01-4310-3200 OPERATING SUPPLIES					
CINTAS	5256563004	First aid supplies and servicing	67.16		4310044
FASTENAL COMPANY	IDJER113734	Hardware supplies	15.80		4310044
FASTENAL COMPANY	IDJER113816	Fiber discs and lock nuts- Shop Supplies	88.02		4310044
GRAINGER, INC., W.W.	9406637497	Measuring containers and funnel set - shop supplies	77.91		4310044
NAPA AUTO PARTS	215865	Hose End Fitting	26.71		4310044
PIPECO, INC.	S5782478.001	Galvanized nipple, bush, and aluminum fitting	22.33		4310044
RAMP	30425	Snow Tow Breakfast	23.54		4310047
RAMP	30425	Snow Tow Breakfast	22.56		4310047
RAMP	30425	Snow Tow Breakfast	22.56		4310047
RAMP	30425	Snow Tow Breakfast	23.54		4310047
RAMP	30425	Snow Tow Breakfast	22.56		4310047
RAMP	30425	Snow Tow Breakfast	23.54		4310047
RAMP	30425	Snow Tow Breakfast	23.54		4310047
RAMP	30425	Snow Tow Breakfast	20.69		4310047
RAMP	30425	Snow Tow Breakfast	137.01		4310047
RAMP	30425	Snow Tow Breakfast	23.54		4310047
01-4310-3500 MOTOR FUELS & LUBRICANTS					
VALLEY WIDE COOPERATIVE	U001A525	Winterblend Fuel Delivery	3,167.58		4310044
VALLEY WIDE COOPERATIVE	U001A585	Unleaded gas	933.70		4310044
01-4310-3600 COMPUTER SOFTWARE					
IWORQ SYSTEMS	211539	Software management and support services for various systems	6,000.00		4310045

Vendor Name	Invoice Number	Description	Net Invoice Amount	Purchase Order Number	GL Activity Number
01-4310-4200 PROFESSIONAL SERVICES					
LUNCEFORD EXCAVATION, INC.	17292	WINTER 24-25 SNOW HAULING SERVICE	20,250.00	25083	4310037
S & C ASSOCIATES LLC	3346	Engineering consulting services for multiple projects: 24-1057 Trail Creek Bridge Inspection	155.00		0
CANYON EXCAVATION. LLC	3114	WINTER 24-25 SNOW HAULING SERVICE	20,700.00	25007	4310037
01-4310-5200 UTILITIES					
INTERMOUNTAIN GAS	32649330001 0	32649330001 200 E 10 St	863.41		4310047
INTERMOUNTAIN GAS	32649330001 0	32649330001 911 Warm Springs	273.22		4310047
INTERMOUNTAIN GAS	49439330009 0	49439330009 022525	234.74		4310047
01-4310-6000 REPAIR & MAINT--AUTOMOTIVE EQU					
NAPA AUTO PARTS	216532	Battery	200.69		4310044
WARM SPRINGS AUTO PARTS LL	207129	Battery for Sign Truck	189.95		4310044
01-4310-6100 REPAIR & MAINT--MACHINERY & EQ					
CLEARWATER POWER EQUIPME	74593	Salt Dog Equipment Parts	599.13		4310044
METROQUIP, INC.	P31005	Dirt Shoe Assembly and Tow Bar	723.00		4310044
METROQUIP, INC.	P31078	Pelican tube broom parts	1,229.28		4310044
01-4310-6910 OTHER PURCHASED SERVICES					
IRISH ELECTRIC	30325	Installation of new EV charger with parts and labor	1,232.00		4310044
NORCO	0042981011	Cylinder Rental	239.40		4310044
01-4310-6930 STREET LIGHTING					
IDAHO POWER	2200749261 02	2200749261 Street Lights	388.55		4310050
IDAHO POWER	2201013857 02	2201013857 160 W 6th St Light	34.92		4310050
IDAHO POWER	2203855230 02	2203855230 291 N Walnut Ave Light	137.03		4310050
IDAHO POWER	2204535385 02	2204535385 420 E 4th St Lights	212.69		4310050
IDAHO POWER	2206773224 02	2206773224 600 E 2nd St Lights	60.04		4310050
IDAHO POWER	2207487501 02	2207487501 560 N 1st Ave Lights	28.70		4310050
IDAHO POWER	2208316659 02	2208316659 391 N 1st Ave Lights	34.15		4310050
Total STREET:			58,554.99		
RECREATION					
01-4510-2515 VISION					
NBS-NATIONAL BENEFIT SERVI	1056086	HRA Plan Administration Fees for the Month of February	22.70		0
01-4510-3200 OPERATING SUPPLIES					
CHATEAU DRUG CENTER	2976424	Tide Pods	17.08		0

Vendor Name	Invoice Number	Description	Net Invoice Amount	Purchase Order Number	GL Activity Number
CHATEAU DRUG CENTER	2977460	Keys made	15.45		0
01-4510-3250 RECREATION SUPPLIES					
RAMP	30425	Refund for Safety Tape	19.88-		0
RAMP	30425	Recreation Supplies	9.98		0
01-4510-3300 RESALE ITEMS-CONCESSION SUPPLY					
ATKINSONS' MARKET	01793167	Fruits	20.67		0
ATKINSONS' MARKET	04987723	Coffee, apples, and mandarins	32.93		0
ATKINSONS' MARKET	06841610	Apples and mandarins	20.44		0
01-4510-3500 MOTOR FUELS & LUBRICANTS					
CHRISTENSEN INC.	CL80621	1001222 - Parks CFN	9.73		0
01-4510-5200 UTILITIES					
IDAHO POWER	2206452274 02	2206452274 900 N 3rd Ave Rec	334.22		0
INTERMOUNTAIN GAS	31904030009 0	31904030009 900 N 3rd Ave	177.59		0
Total RECREATION:			640.91		
Total GENERAL FUND:			458,039.50		
GENERAL CAPITAL IMPROVEMENT FD					
GENERAL CIP EXPENDITURES					
03-4193-7110 DOWNTOWN CORE SIDEWALK INFILL					
GALENA-BENCHMARK ENGINE	0225-019	Engineering support for survey and mapping at River & Leadville	365.00		0
DAVID EVANS & ASSOCIATES IN	580008	Downtown Sidewalk Infill	7,342.59	25088	0
03-4193-7135 MAIN STREET REHAB					
ENOURATO, LISA	114	Main Street Project Support - February 2025	382.50		713504
03-4193-7195 MAIN STREET DESIGN & RECONSTR					
ENGEL & ASSOCIATES, LLC	13078	Snow removal services for sidewalks and ramp	97.50		713502
DAVID EVANS & ASSOCIATES IN	582127	Monument Replacement Project with Professional Services and Field Survey	1,789.25		713501
03-4193-7200 TECHNOLOGY UPGRADES					
B&H PHOTO	231513077	Dell laptops, monitors and Microsoft Surface devices	7,500.94		0
B&H PHOTO	231696505	Dell ProSupport	448.24		0
RAMP	30425	Admin Computer	254.34		0

Vendor Name	Invoice Number	Description	Net Invoice Amount	Purchase Order Number	GL Activity Number
RAMP	30425	Admin Computer	299.00		0
RAMP	30425	Admin Computer	38.89		0
RAMP	30425	Administrative Technology Procurement	99.00		0
03-4193-7611 PAVEMENT MANAGEMENT PROG					
EXPRESS PUBLISHING, INC.	1002196 02282	Chip Seal Bid Notice	122.48		0
KIMLEY-HORN & ASSOCIATES	193154000-012	Streets Management Program progress report and professional services	1,378.00		0
03-4193-7613 ROAD BARRIERS					
MERIDIAN RAPID DEFENSE GRO	031125	Road Barricade System	43,322.59	25089	1105
Total GENERAL CIP EXPENDITURES:			63,440.32		
FIRE & RESCUE CIP EXPENDITURES					
03-4230-7100 UTILITY/PICK-UP TRUCK					
ERS EMERGENCY RESPINDER S	25-086 ID	TRUCK PARTS AND REPAIRS	11,489.34	25078	0
03-4230-7130 PPE (TURNOUT GEAR)					
MUNICIPAL EMERGENCY SERIC	IN2194213	Waist belt - SCBA	106.54		0
MUNICIPAL EMERGENCY SERIC	IN2204021	Class B shirts	989.90		0
LIGHTHOUSE UNIFORMS INC	A-325339	Captain Badges + Nameplates	424.95		0
Total FIRE & RESCUE CIP EXPENDITURES:			13,010.73		
Total GENERAL CAPITAL IMPROVEMENT FD:			76,451.05		
ORIGINAL LOT FUND					
ORIGINAL LOT TAX					
22-4910-6060 EVENTS/PROMOTIONS					
EXPRESS PUBLISHING, INC.	1002196 01312	Warm Springs Preserve Ads	1,276.00		0
EXPRESS PUBLISHING, INC.	123124	Warm Springs Preserve Ads	633.00		0
Total ORIGINAL LOT TAX:			1,909.00		
Total ORIGINAL LOT FUND:			1,909.00		
ADDITIONAL 1%-LOT FUND					
ADDITIONAL 1%-LOT					

Vendor Name	Invoice Number	Description	Net Invoice Amount	Purchase Order Number	GL Activity Number
25-4910-4220 SUN VALLEY AIR SERVICE BOARD					
SUN VALLEY AIR SERVICE BOA	030425	January 2025 MOS	111,994.01		0
Total ADDITIONAL 1%-LOT:			111,994.01		
Total ADDITIONAL1%-LOT FUND:			111,994.01		
COMMUNITY HOUSING					
COMMUNITY HOUSING EXPENSE					
54-4410-2515 VISION REIMBURSEMENT ACCT(HRA)					
NBS-NATIONAL BENEFIT SERVI	1056086	HRA Plan Administration Fees for the Month of February	22.95		0
54-4410-3100 GENERAL OFFICE					
EXPRESS PUBLISHING, INC.	123124	Housing Vacant Position Ads	463.79		0
54-4410-4200 PROFESSIONAL SERVICES					
RIAN ROONEY	18	Housing Consulting 12/19-2/10	21,285.00		0
RAMP	30425	Conference Zoom Registration National WAHN	29.25		0
54-4410-4225 DEED RESTRICTIONS					
WOOD RIVER LOCK SHOP, LLC	21588	Keys and Tags for New Housing Property	84.46		0
MAGIC VALLEY RESTORATION	3662	Service Call Remediation	1,224.65		0
54-4410-4250 LIFT TOWER LODGE PROFF SVCS					
BIG WOOD LANDSCAPE, INC.	31536	LIFT TOWER LODGE SNOW REMOVAL FY 2025	3,130.00	25062	0
OFFICE BRIGHT INC	2056	Cleaning services for Lift Tower Lodge	140.00		0
SENTINEL FIRE & SECURITY, IN	109179	Monitoring services for Lift Tower Lodge	104.85		0
CUEVA ELK ROOFING	000900	Snow removal service to fix roof leak	990.00		0
54-4410-5200 LIFT TOWER LODGE UTILITIES					
CLEAR CREEK DISPOSAL	0001792029	Waste disposal services for Lift Tower Lodge	539.47		0
54-4410-5900 LIFT TOWER LDG REPAIR & MAINT					
LUTZ RENTALS	161277-1	Floor sander rental and sanding belts	90.60		0
Total COMMUNITY HOUSING EXPENSE:			28,105.02		
Total COMMUNITY HOUSING:			28,105.02		

Vendor Name	Invoice Number	Description	Net Invoice Amount	Purchase Order Number	GL Activity Number
WATER FUND					
63-3700-3600 REFUNDS & REIMBURSEMENTS					
GLEN VALLEY LLC	030525	Refund of Overpayment	21,811.47		0
Total :			21,811.47		
WATER EXPENDITURES					
63-4340-2515 VISION					
NBS-NATIONAL BENEFIT SERVI	1056086	HRA Plan Administration Fees for the Month of February	16.50		0
63-4340-3200 OPERATING SUPPLIES					
A.C. HOUSTON LUMBER CO.	2503-852770	Rust Remover, Bowl Brush and Caddy	17.98		0
A.C. HOUSTON LUMBER CO.	2503-853751	Drain cleaners and rust remover	51.97		0
CINTAS	4223097761	Facility supplies and mat rental services	43.17		0
63-4340-3250 LABORATORY/ANALYSIS					
MAGIC VALLEY LABS, INC.	34236	Water testing services for drinking water bacteria	238.00		0
63-4340-3800 CHEMICALS					
OXARC INC	3383425873	Hypochlorite solution delivery	485.82		0
63-4340-4200 PROFESSIONAL SERVICES					
KETCHUM COMPUTERS, INC.	20943	Monthly IT maintenance and support services	1,755.00		0
RAMP	30425	Idaho Plumbing Code Book	126.35		0
63-4340-4300 STATE & WA DISTRICT FEES					
SPRONK WATER ENGINEERS IN	WRV03-21	Big Wood River GW Management Area technical services	306.25		0
63-4340-5200 UTILITIES					
DIG LINE	0076201-IN	Monthly fee and DP assessment services	37.25		0
IDAHO POWER	2202458903 02	2202458903 110 River Ranch Rd Optc	1,115.97		0
IDAHO POWER	2203658592 02	2203658592 Wells and Boosters	6,795.15		0
IDAHO POWER	2206786259 02	2206786259 110 River Ranch Rd Admin	87.28		0
INTERMOUNTAIN GAS	32649330001 0	32649330001 110 River Ranch	47.74		0
63-4340-6000 REPAIR & MAINT-AUTO EQUIP					
WARM SPRINGS AUTO PARTS LL	207309	Caliper Mounting and Penetrating Catalyst	30.23		0

Vendor Name	Invoice Number	Description	Net Invoice Amount	Purchase Order Number	GL Activity Number
Total WATER EXPENDITURES:			11,154.66		
WATER DEBT SERVICE EXPENDITRES					
63-4800-8400 DEBT SRVC ACCT INTEREST-2015B					
ZIONS BANK	2015B 012125	2015B BOND	21,722.60		0
ZIONS BANK	2015B 012125	2015B BOND	30,000.00		0
Total WATER DEBT SERVICE EXPENDITRES:			51,722.60		
Total WATER FUND:			84,688.73		
WATER CAPITAL IMPROVEMENT FUND					
WATER CIP EXPENDITURES					
64-4340-7650 WATER METERS					
FERGUSON ENTERPRISES, LLC	0915115	Meter flanges and gaskets	920.04		0
FERGUSON ENTERPRISES, LLC	CM074578	Returned Gasket Parts	1,024.40-		0
64-4340-7800 CONSTRUCTION					
MOUNTAINLAND SUPPLY COMP	S106803366.00	Fire Hydrants and Accessory packs	12,140.50		0
64-4340-7809 S. KETCHUM WATER LINE PROJ. A					
EXPRESS PUBLISHING, INC.	1002196 01312	Water Main Project A Ad	282.90		0
OPAL ENGINEERING, PLLC	1025	S 75 WATER MAINLINE RELOCATION DESIGN	3,136.87	25044	0
64-4340-7810 S. KETCHUM WATER LINE PROJ. B					
EXPRESS PUBLISHING, INC.	1002196 01312	Water Main Project B Ad	272.55		0
OPAL ENGINEERING, PLLC	1025	S 75 WATER MAINLINE RELOCATION DESIGN	3,136.88	25044	0
Total WATER CIP EXPENDITURES:			18,865.34		
Total WATER CAPITAL IMPROVEMENT FUND:			18,865.34		
WASTEWATER FUND					
WASTEWATER EXPENDITURES					
65-4350-2515 VISION					
NBS-NATIONAL BENEFIT SERVI	1056086	HRA Plan Administration Fees for the Month of February	45.90		0

Vendor Name	Invoice Number	Description	Net Invoice Amount	Purchase Order Number	GL Activity Number
65-4350-3200 OPERATING SUPPLIES					
ATKINSONS' MARKET	04963922	Water	21.20		0
CINTAS	4223097761	Facility supplies and mat rental services	76.71		0
D & B SUPPLY INC.	4897	Clothing - Boots	219.99		0
RAMP	30425	Shop Gloves	149.87		0
RAMP	30425	Carbon Monoxide Sensor Cartridge	391.90		0
65-4350-3500 MOTOR FUELS & LUBRICANTS					
WARM SPRINGS AUTO PARTS LL	207241	Motor Oil	34.75		0
65-4350-4200 PROFESSIONAL SERVICES					
ANALYTICAL LABORATORIES, I	2501729	Laboratory Testing Services for Wastewater Monitoring	1,031.29		0
KETCHUM COMPUTERS, INC.	20943	Monthly IT maintenance and support services	495.00		0
65-4350-5200 UTILITIES					
IDAHO POWER	2202703357 02	2202703357 1001 Chief Joseph Ct	97.24		0
IDAHO POWER	2206786259 02	2206786259 110 River Ranch Rd Admin	87.28		0
INTERMOUNTAIN GAS	32649330001 0	32649330001 110 River Ranch	1,003.70		0
INTERMOUNTAIN GAS	32649330001 0	32649330001 110 River Ranch	47.74		0
INTERMOUNTAIN GAS	58208688554 0	58208688551 022525	168.25		0
SOUTHERN IDAHO SOLID WAST	619680	WWTP Sludge disposal	381.00		0
SOUTHERN IDAHO SOLID WAST	619681	WWTP Sludge disposal	421.25		0
SOUTHERN IDAHO SOLID WAST	620320	WWTP Sludge disposal	434.00		0
SOUTHERN IDAHO SOLID WAST	620321	WWTP Sludge disposal	437.75		0
SOUTHERN IDAHO SOLID WAST	620323	WWTP Sludge disposal	394.25		0
65-4350-6000 REPAIR & MAINT-AUTO EQUIP					
NAPA AUTO PARTS	216005	Oil	3.29		0
65-4350-6100 REPAIR & MAINT-MACH & EQUIP					
D & L SUPPLY	0000173497	Manhole riser rings	307.00		0
RAMP	30425	Infrastructure Maintenance Materials	48.99		0
65-4350-6900 COLLECTION SYSTEM SERVICES/CHA					
D & L SUPPLY	0000173497	Manhole riser rings	3,051.00		0
DIG LINE	0076201-IN	Monthly fee and DP assessment services	37.25		0
NAPA AUTO PARTS	216168	Gold Fuel Filter	87.15		0
NAPA AUTO PARTS	216763	Fuel Filter - Return Credit	83.50-		0
WARM SPRINGS AUTO PARTS LL	207102	Fluid Management Pan	3.99		0
RAMP	30425	Wastewater System Maintenance Materials	90.32		0

Vendor Name	Invoice Number	Description	Net Invoice Amount	Purchase Order Number	GL Activity Number
Total WASTEWATER EXPENDITURES:			9,484.56		
Total WASTEWATER FUND:			9,484.56		
WASTEWATER CAPITAL IMPROVE FND					
WASTEWATER CIP EXPENDITURES					
67-4350-7813 CAPITAL IMP PLAN(NO SHARING)					
HDR ENGINEERING, INC.	1200701329	TASK ORDER #5 - SEWER COLLECTION MASTER PLAN	2,692.70	23007	0
67-4350-7815 AERATION BASINS BLOWERS & ELEC					
RSCI	568-009	AERATION UPGRADES CONSTRUCTION	55,100.00	24073	0
Total WASTEWATER CIP EXPENDITURES:			57,792.70		
Total WASTEWATER CAPITAL IMPROVE FND:			57,792.70		
PARKS/REC DEV TRUST FUND					
PARKS/REC TRUST EXPENDITURES					
93-4900-7950 WARM SPRINGS PRESR-RESTORATION					
EXPRESS PUBLISHING, INC.	1002196 02282	SOQ Warm Springs Preserve	182.85		0
STUDIO SUPERBLOOM, LLC	WSP-040	TASK ORDER 10: MASTER PLANNING WARM SPRINGS PRESERVE	16,431.64	25051	100
STUDIO SUPERBLOOM, LLC	WSP-040	TASK ORDER 10: MASTER PLANNING WARM SPRINGS PRESERVE	6,260.86	25051	101
Total PARKS/REC TRUST EXPENDITURES:			22,875.35		
Total PARKS/REC DEV TRUST FUND:			22,875.35		
Grand Totals:			870,205.26		

Vendor Name	Invoice Number	Description	Net Invoice Amount	Purchase Order Number	GL Activity Number
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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: Staff Member/Dept:

Agenda Item:

Recommended Motion:

Motion to approve the monthly Treasurer’s report and Financial Statement for February 2025.

Reasons for Recommendation:

Idaho State Statute 50-208 establishes requirements for monthly financial reports from the City Treasurer to the Council. The Statute provides that the Treasurer “render an accounting to the city council showing the financial condition of the treasury at the date of such accounting.”

Sustainability Impact:

No Sustainability impact

Financial Impact:

No Financial Impact

Attachments:

- | |
|---|
| 1. Monthly Financial Report – February 2025 |
| 2. Financial Statement – February 2025 |

MONTHLY FINANCIAL REPORT

FEBRUARY 2025



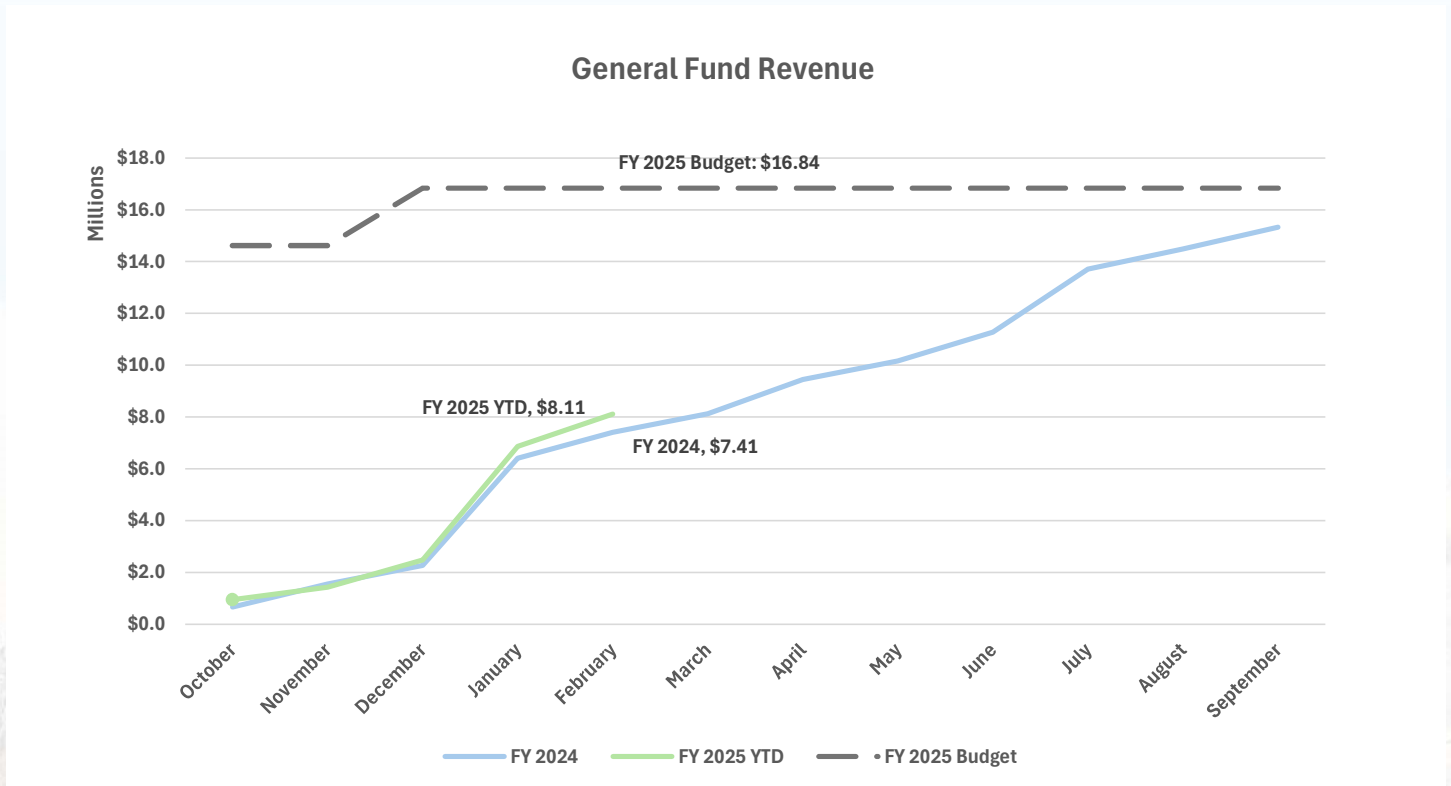
Report Contents

General Fund Summary Financials	Pages 1-4
Original LOT Summary Financials	Pages 5-8
Additional LOT Summary Financials	Page 9
In-Lieu Housing Fund Summary Financials	Page 10
Community Housing Fund Summary Financials	Pages 11-12
Enterprise Funds Summary Financials	Pages 13-16

Note: All other fund summaries and balance sheet information are shown in the comprehensive financial statement, which is posted on the city website. Please see the URL below.

ketchumidaho.org/administration/page/revenue-expenditure-report

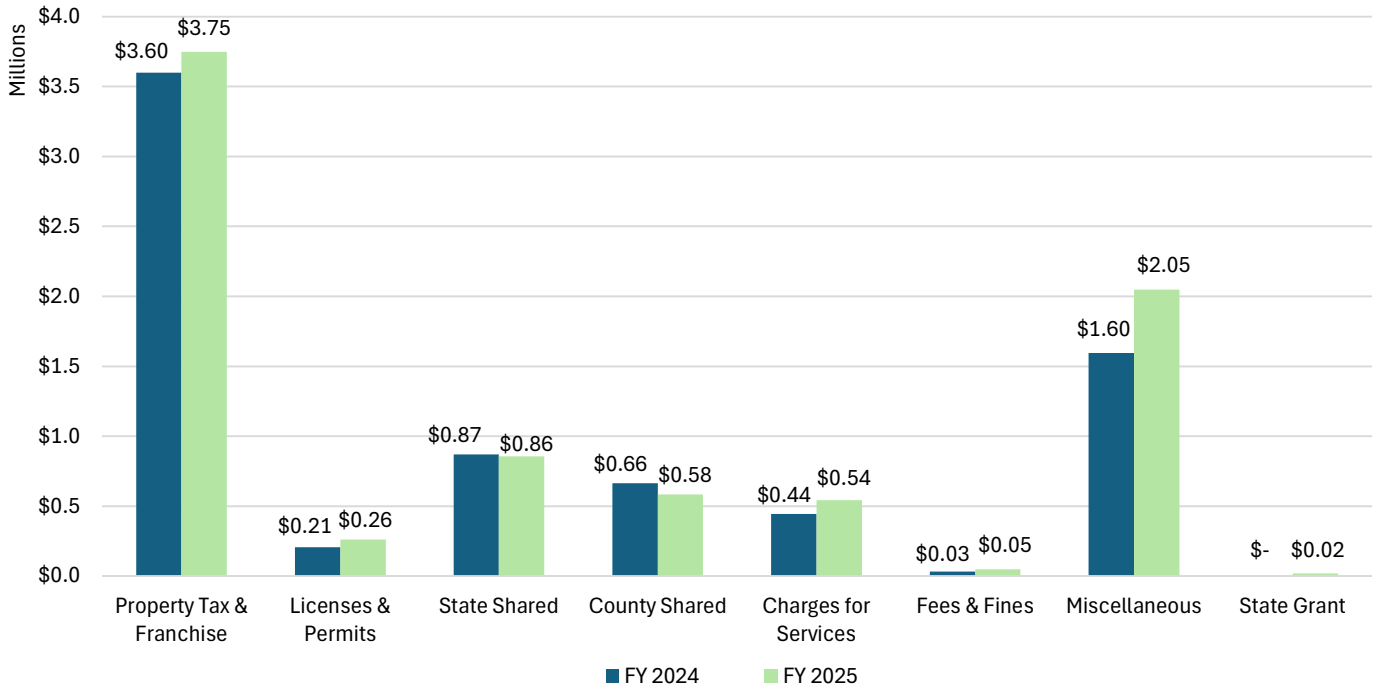
General Fund



General Fund revenues are up \$696k, or 9.4%, fiscal year to date compared to FY 2024. The primary reason is an increase in Miscellaneous revenues. The primary driver is special fire assignment (IDL) revenue (\$287k).



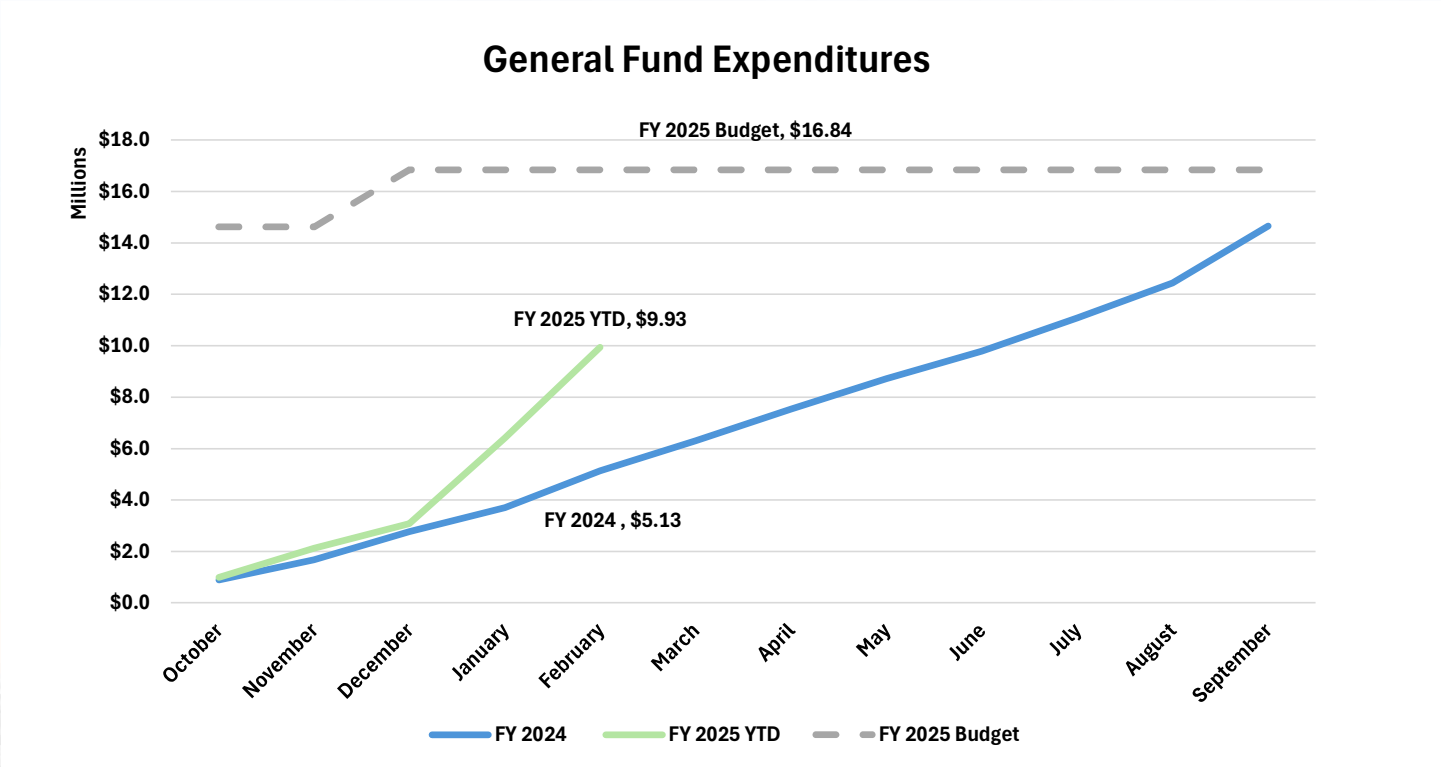
General Fund Revenues by Category YTD



As mentioned previously the increase in Miscellaneous revenues explains the year-over-year difference. This is primarily due to the timing of reimbursements received for IDL Fire assignments.



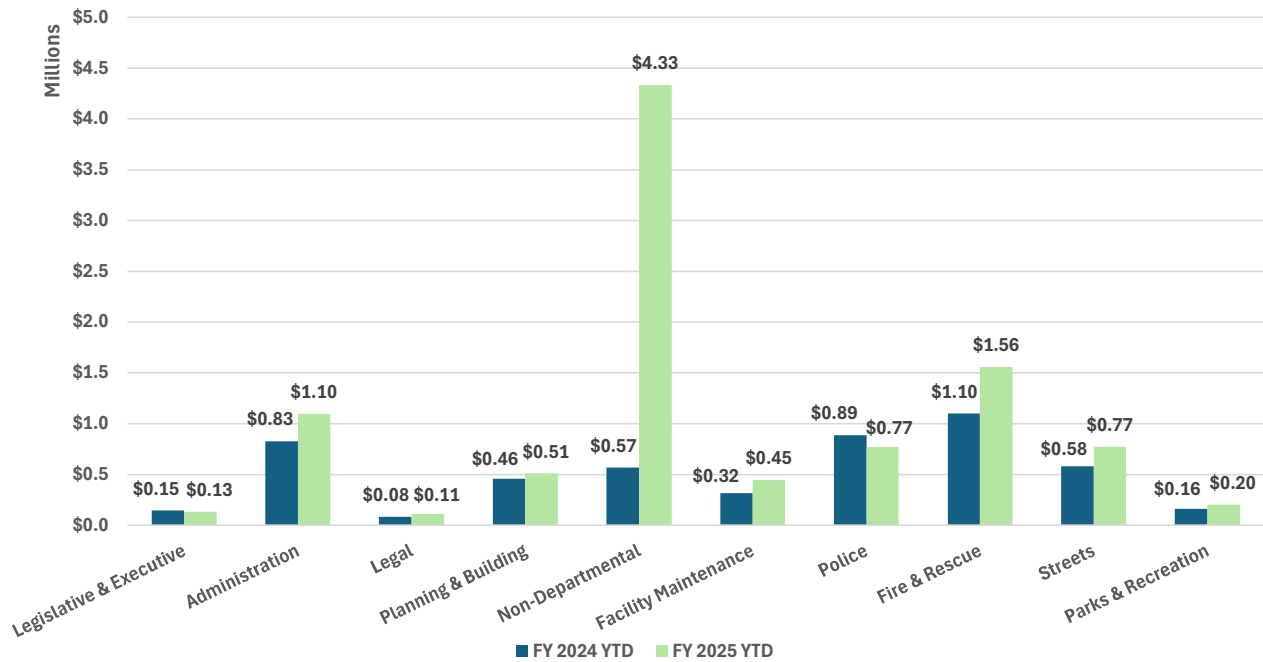
General Fund Expenditures



General Fund Expenditures are up \$4.8M, or 93.6%, fiscal year to date compared to FY 2024. See the departmental breakdown on the next page.



GENERAL FUND EXPENDITURES by Department

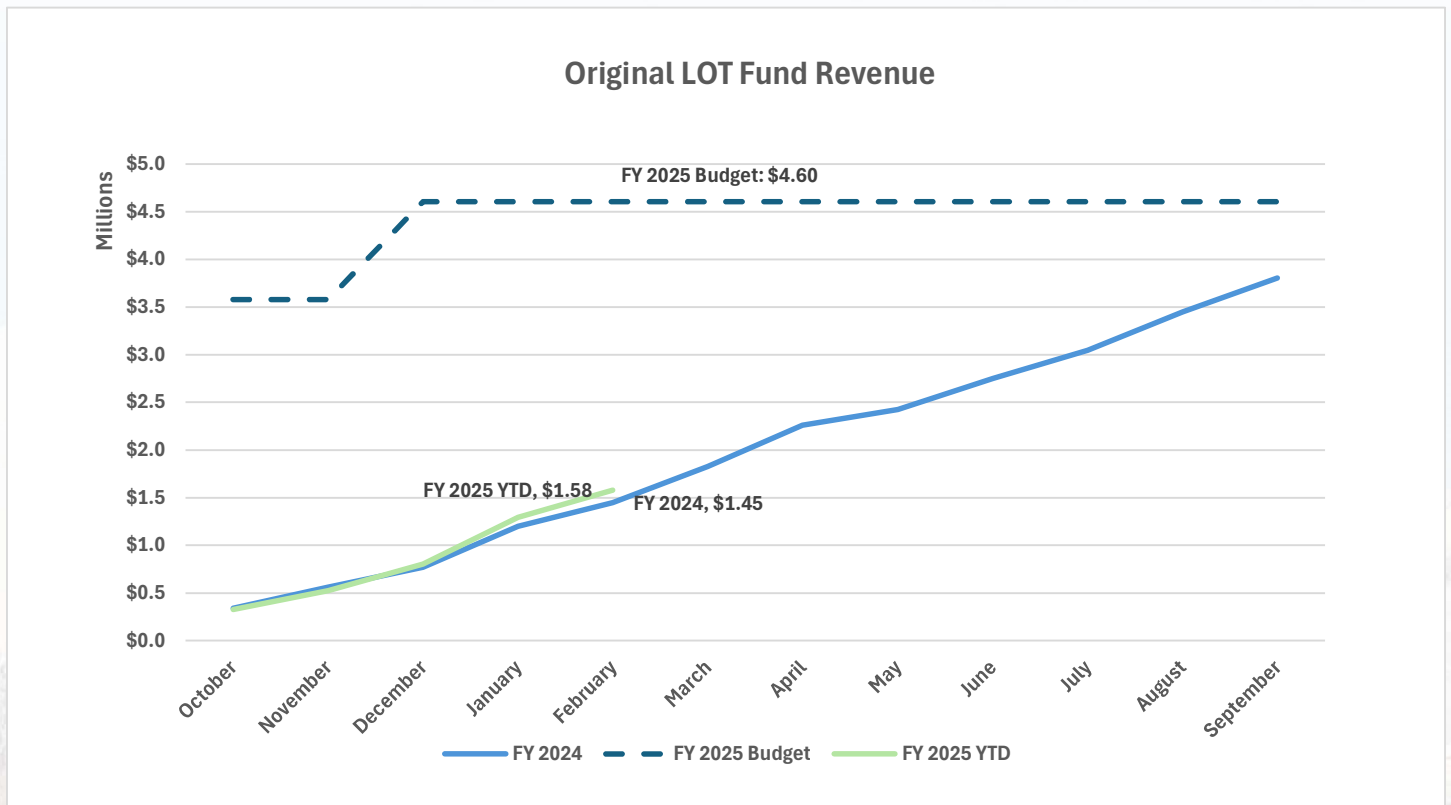


The departments listed below have material year-over-year differences. Please see the explanations below:

- **Administration:** Expenses are up year-over-year due to full staffing and the timing of both technology and contract for services expenses.
- **Non-Departmental:** Expenses are up due to the recent property acquisition, as well as the End of year commitments/transfers to Housing and the Capital Improvement Plan.
- **Facility Maintenance:** Expenses have increased year-over-year due to the timing of both professional services and repair & maintenance expenses.
- **Police:** Expenses are down year-over-year due to the timing of contract payments made to the Blaine County Sheriff's Office.
- **Fire & Rescue:** Paid on-call, working out of class, and overtime expenses are all tracking above FY 2024. The central finance office and the department will continue to monitor personnel expenses.
- **Streets:** Expenses are up primary because of two reasons. Personnel costs are up due to no vacancy savings while professional services are up due to a heavier snow hauling environment in FY 2025 compared to FY 2024.



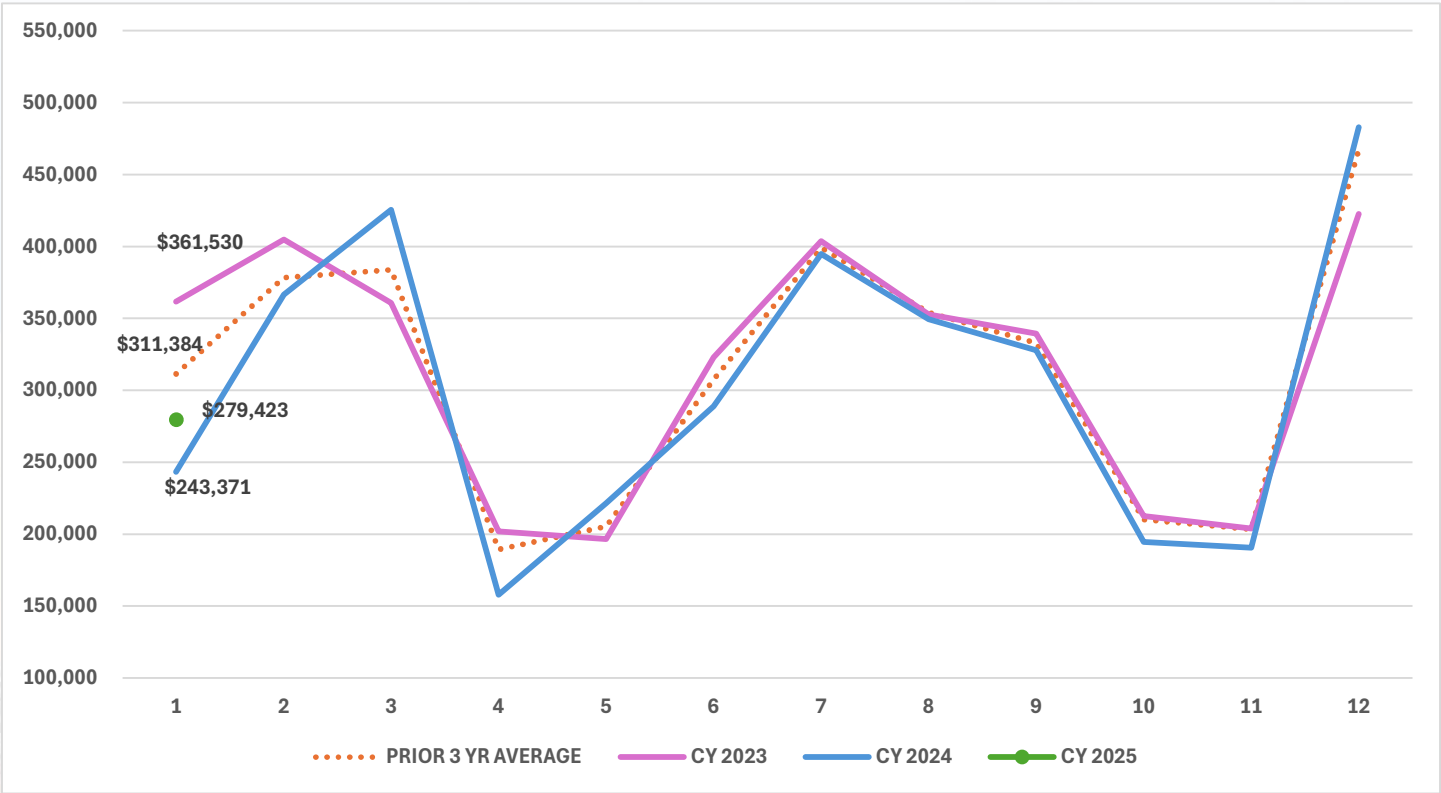
Original LOT Fund



Original LOT revenue is up \$131k, or 9.1%, year-over-year. The "Month of Sale" year-over-year comparison is shown on the next page.



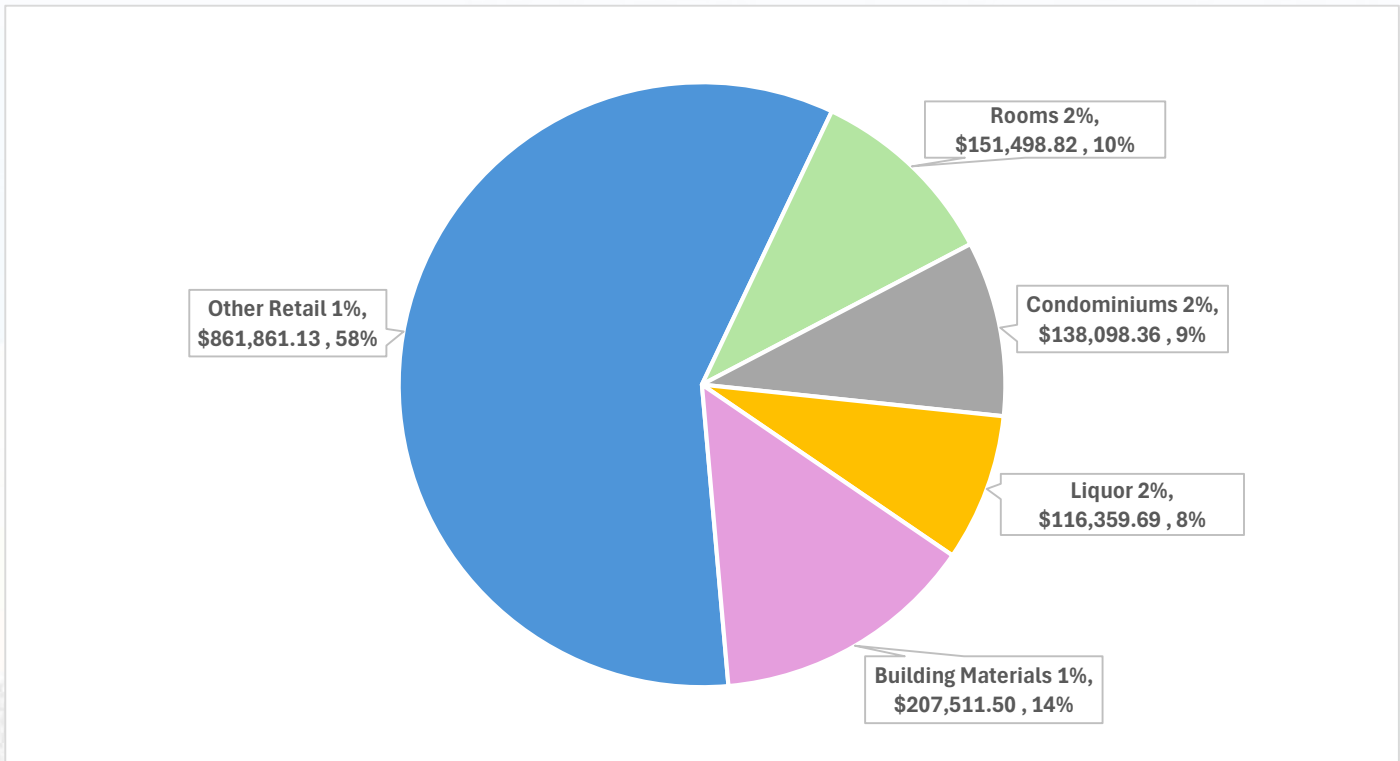
Original LOT "Month of Sale" Data



January 2025 month-of-sale receipts were up \$36.1k, or 14.8%, compared to January 2024, but 15.7% below the previous three-year average.



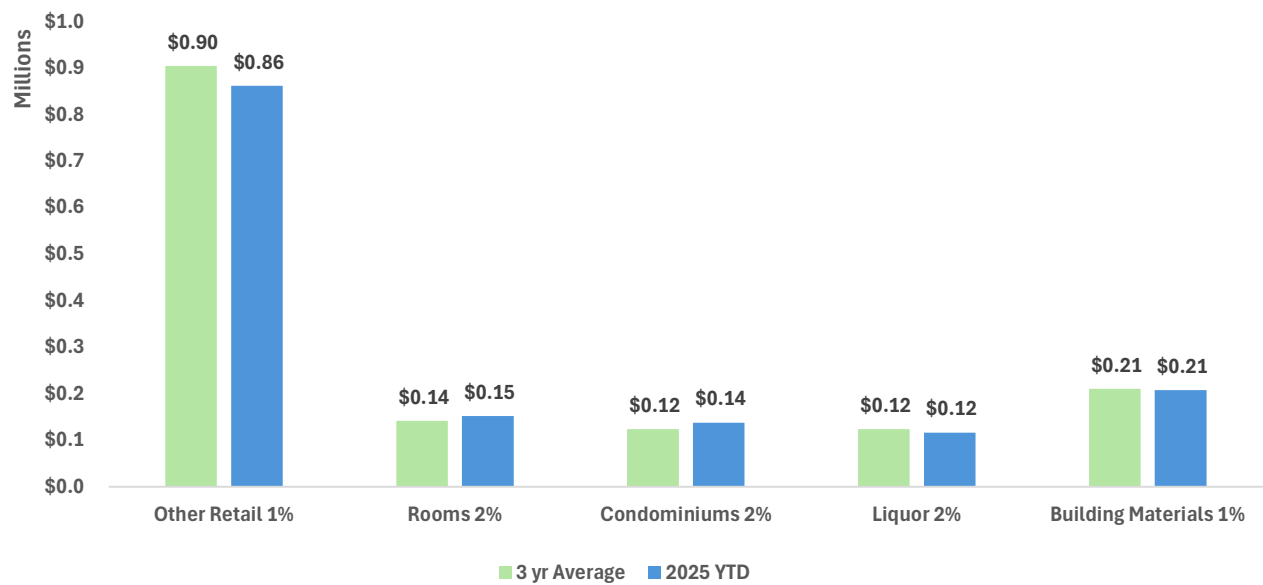
Original LOT Sector Percentage of Total



The chart above shows the percentage share of each of the sectors for 2025 FYTD.



Original LOT Sector Performance



The chart above shows the current 2025 fiscal year-to-date amount for each business sector compared to the prior three-year average. It is early in the fiscal year thus numbers can be volatile. Also, the prior 3-year average includes the COVID years which were very strong LOT years. Based on fiscal year-to-date totals, here is how each sector compares to the previous 3-year average:

Retail: Down 4.7%

Rooms: Up 7.0%

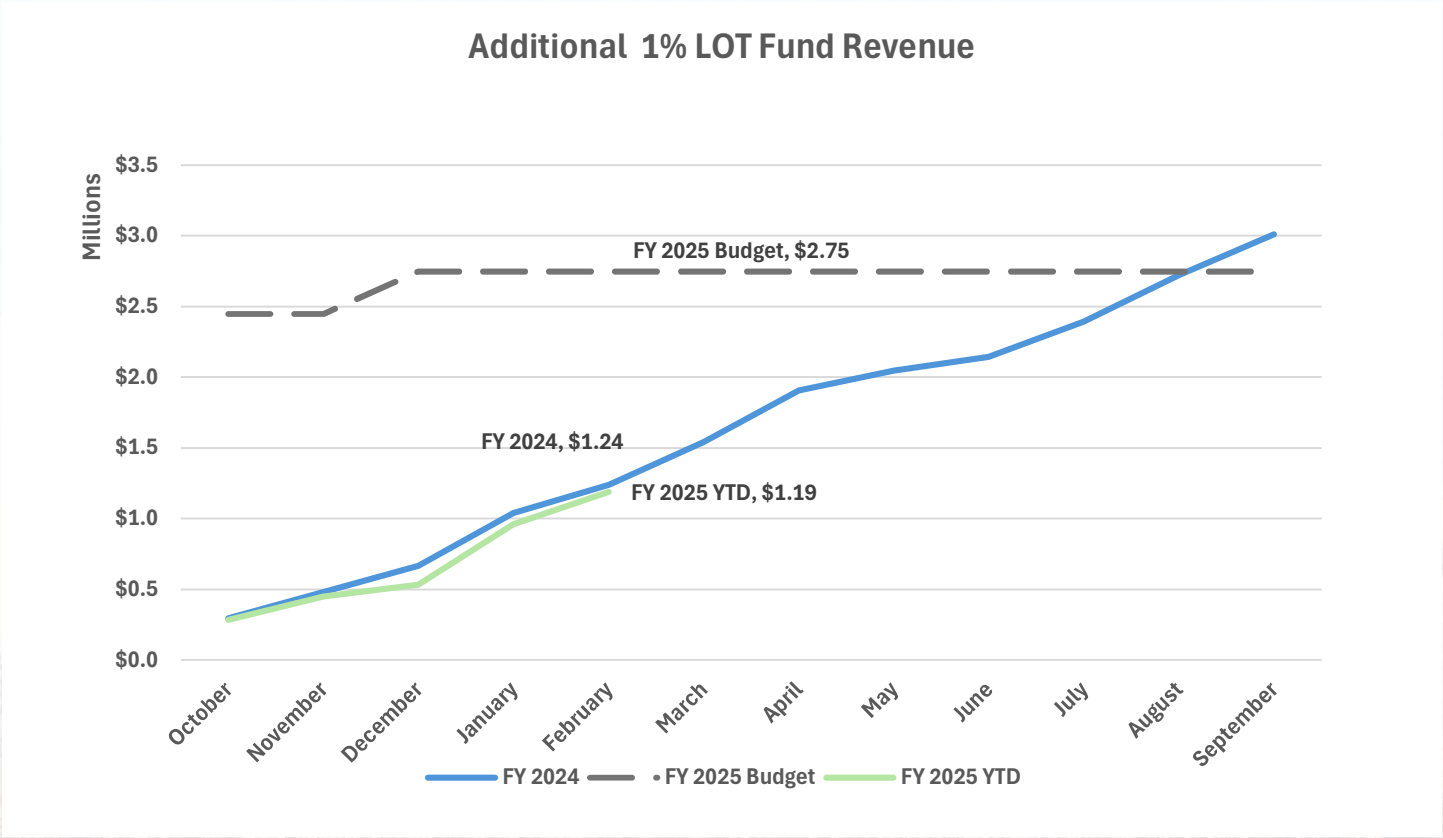
Condominiums: Up 11.3%

Liquor: Down 6.3%

Building Materials: Down 1.2%



Additional LOT Fund



Additional LOT fund revenue received in February 2025 was up \$29.7k, or 15%, compared to February 2024.



In-Lieu Housing Fund

FY 2025 Beginning Fund Balance	1,779,662
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FY 2025 BUDGET

REVENUES

	YTD
	<hr/>
Approved Budget	2,394,874
YTD Revenue	19,170

EXPENDITURES

Approved Budget	2,394,874
YTD Expenditures	1,180,000

Net Position	(1,160,830)
---------------------	--------------------

Current Fund Balance	618,832
-----------------------------	----------------

Pending Revenue	
200 N. Leadville	421,650
108 Ritchie Drive Townhomes	2,453,000

The In-Lieu Housing Fund remains in sound financial position.



Community Housing Fund

FY 2025 Beginning Fund Balance

128,744

FY 2025 BUDGET

REVENUES

YTD

Approved Budget

3,074,045

YTD Revenue

2,459,294

EXPENDITURES

Approved Budget

2,992,315

YTD Expenditures

824,710

Net Position

1,634,585

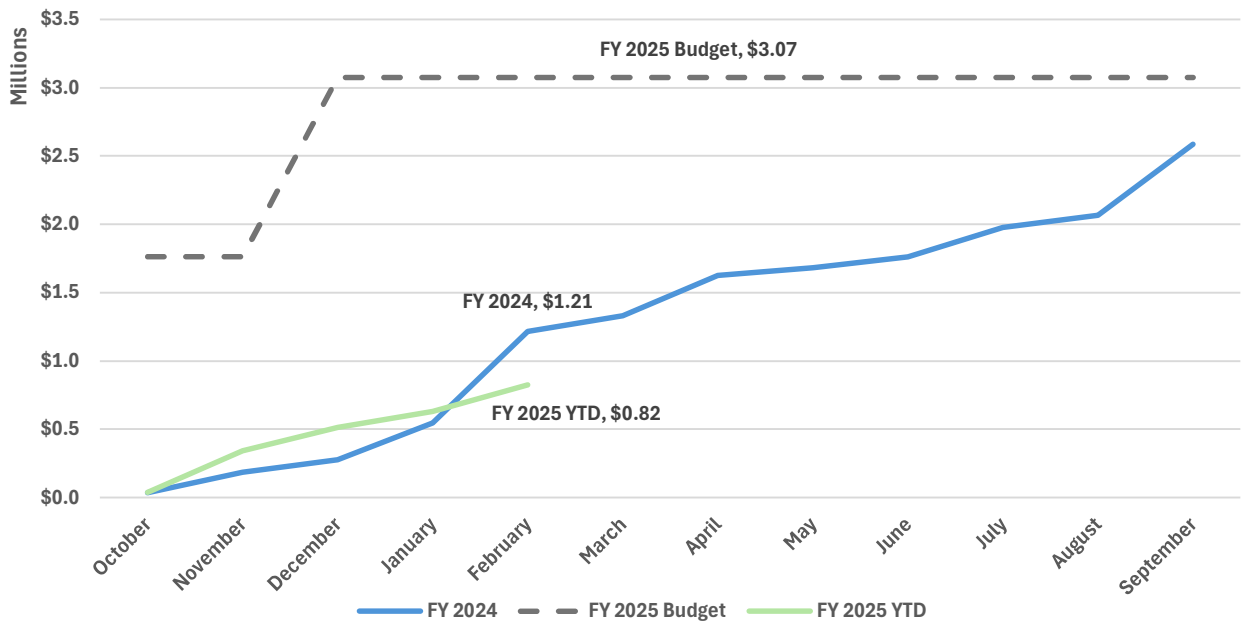
Current Fund Balance

1,763,329

The Community Housing Fund remains in sound financial position with the fund balance dedicated to executing housing initiatives.



Community Housing Fund Expenses

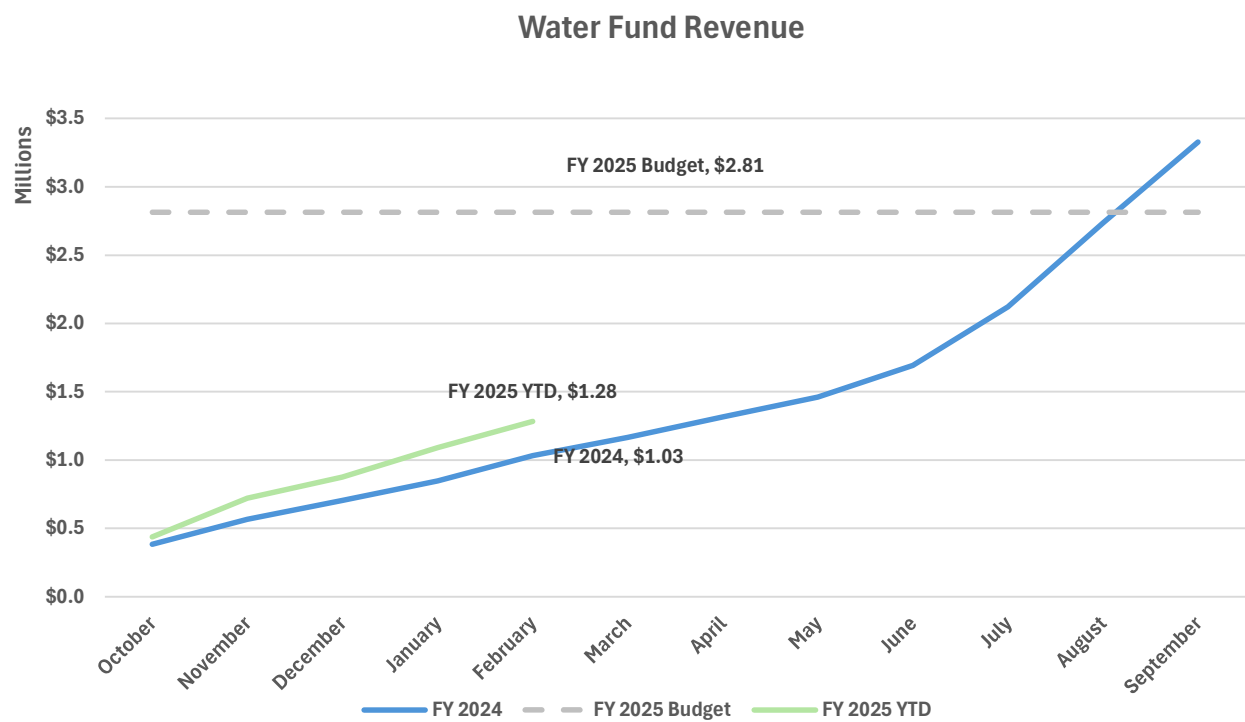


FY 2025 year-to-date expenses are down \$390k, or 32.1%. This is due to the timing of Deed Restriction program expenses.

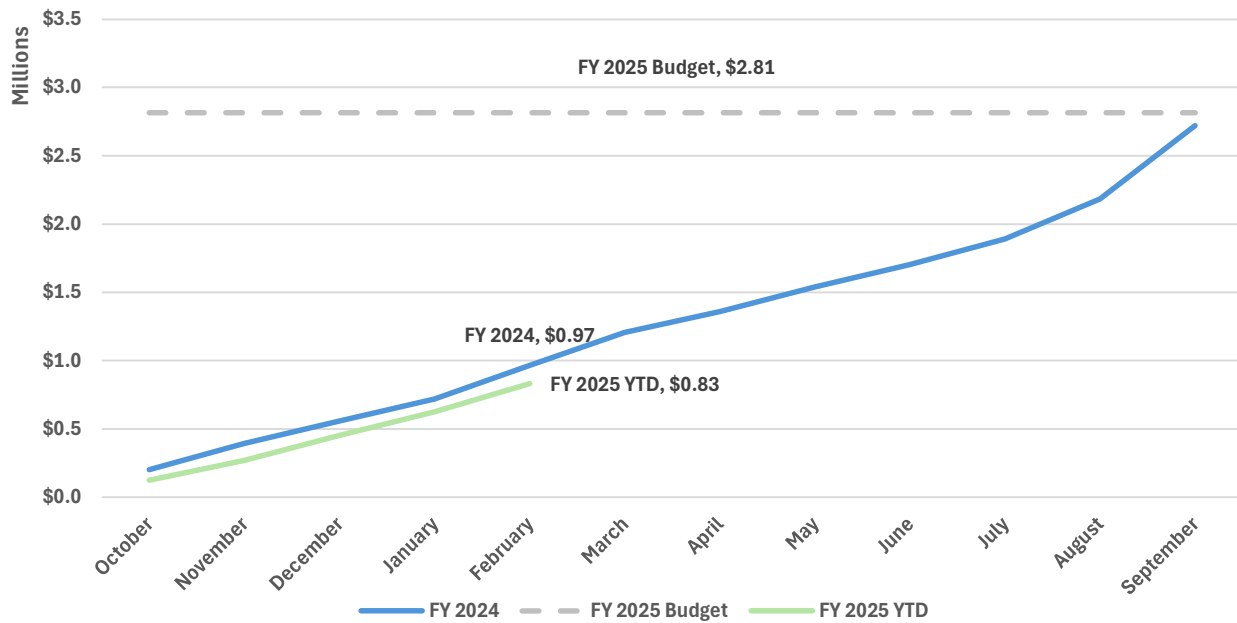


Enterprise Funds

Water Fund



Water Fund Expenditures



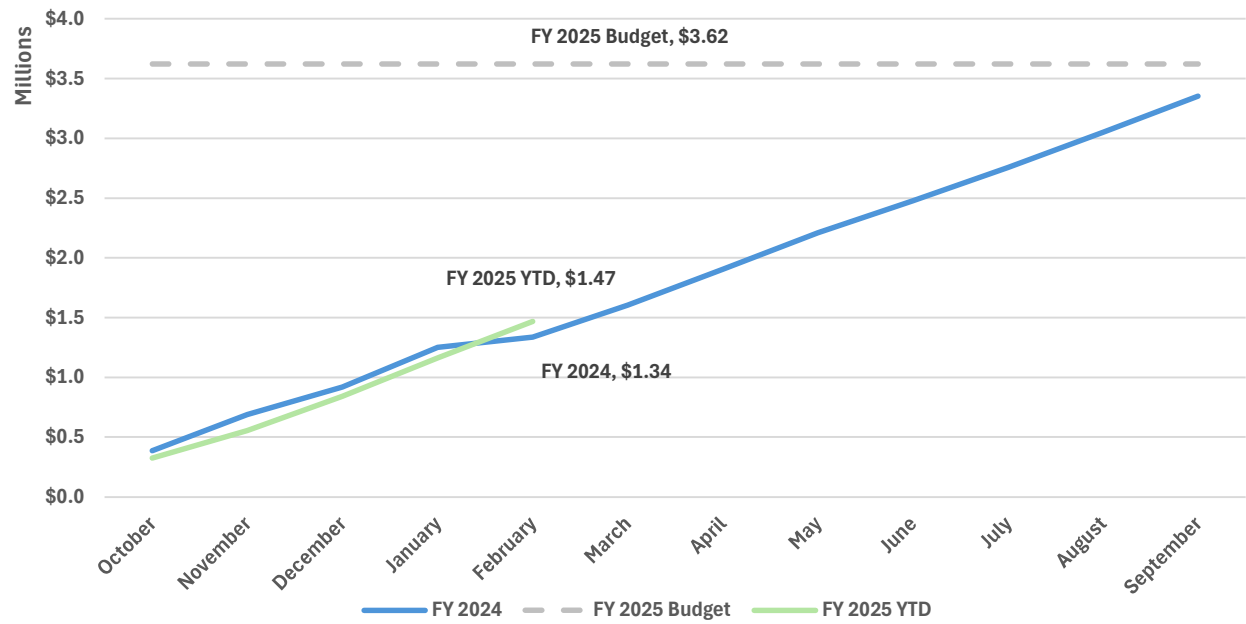
Water Fund Operational revenue and expenditures are tracking within expectations.

The Water Operational Fund remains in solid financial position, with approximately \$4.3 million in cash & investments, while the Water Capital Fund has approximately \$881k in cash & investments. Both of these amounts are needed for financial stability to account for emergency reserves and the execution of the long-term capital plan.

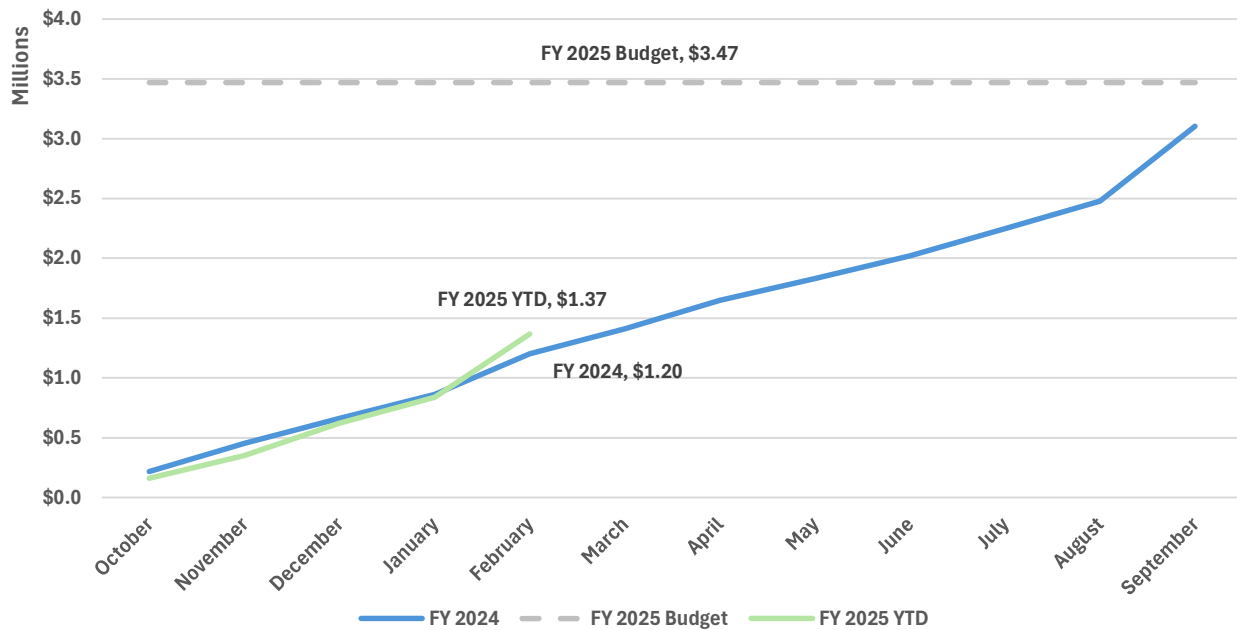


Wastewater Funds

Wastewater Fund Revenue



Wastewater Fund Expenditures



Wastewater Fund Operational revenues and expenditures are tracking within expectations.

The Wastewater Operational Fund remains in a solid financial position, with approximately \$2.7 million in cash & investments, while the Wastewater Capital Fund has approximately \$7.4 million in cash & investments, due to bond proceeds that will be spent in the short term as part of the capital improvement plan. The Wastewater Funds are in a good financial position to foster long-term stability while investing heavily in infrastructure needs.



CITY OF KETCHUM
COMBINED CASH INVESTMENT
FEBRUARY 28, 2025

COMBINED CASH ACCOUNTS

99-1010-0000	CASH - COMBINED CHECKING	814,577.15
99-1020-0000	CASH - XPRESS DEPOSIT ACCOUNT	181,289.39
99-1030-0000	CASH - PARKING OPERATIONS	(6,924.29)
99-1050-0000	CASH - GRANTS & STR PERMITTING	3,992.00
99-1174-0000	CASH CLEARING-ACCTS.RECEIVABLE	1,738.25
99-1175-0000	CASH CLEARING - UTILITY BILLNG	(419,256.68)
		<hr/>
	TOTAL COMBINED CASH	575,415.82
99-1000-0000	CASH ALLOCATED TO OTHER FUNDS	(575,415.82)
		<hr/>
TOTAL UNALLOCATED CASH		<hr/> <hr/> .00

CASH ALLOCATION RECONCILIATION

1	ALLOCATION TO GENERAL FUND	(4,387,680.83)
2	ALLOCATION TO WAGON DAYS FUND	39,786.64
3	ALLOCATION TO GENERAL CAPITAL IMPROVEMENT FD	1,738,437.14
22	ALLOCATION TO ORIGINAL LOT FUND	(371,657.80)
25	ALLOCATION TO ADDITIONAL 1%-LOT FUND	434,706.58
41	ALLOCATION TO FIRE BOND FUND	274,071.32
52	ALLOCATION TO IN-LIEU HOUSING FUND	(335,803.34)
54	ALLOCATION TO COMMUNITY HOUSING	1,766,736.72
63	ALLOCATION TO WATER FUND	752,577.52
64	ALLOCATION TO WATER CAPITAL IMPROVEMENT FUND	176,520.89
65	ALLOCATION TO WASTEWATER FUND	105,307.17
67	ALLOCATION TO WASTEWATER CAPITAL IMPROVE FND	430,298.73
90	ALLOCATION TO POLICE TRUST FUND	735.60
93	ALLOCATION TO PARKS/REC DEV TRUST FUND	(54,504.60)
94	ALLOCATION TO DEVELOPMENT TRUST FUND	(5,395.47)
98	ALLOCATION TO URBAN RENEWAL AGENCY	11,279.54
		<hr/>
	TOTAL ALLOCATIONS TO OTHER FUNDS	575,415.81
	ALLOCATION FROM COMBINED CASH FUND - 99-1000-0000	(575,415.82)
		<hr/>
ZERO PROOF IF ALLOCATIONS BALANCE		<hr/> <hr/> (.01)

CITY OF KETCHUM
BALANCE SHEET
FEBRUARY 28, 2025

GENERAL FUND

ASSETS

01-1000-0000	CASH - COMBINED	(	4,387,680.83)	
01-1030-0000	PETTY CASH		324.00	
01-1050-0000	TAXES RECEIVABLE--CURRENT		46,277.53	
01-1100-0000	ACCOUNTS RECEIVABLE - A/R		103,061.95	
01-1320-0000	ACCTS RCVBL--IDAHO SHARED REVE		411,263.27	
01-1500-0000	INVESTMENTS-US BANK MIA ACCT		1,761.37	
01-1500-1000	INVESTMENTS-ST.TRS.DIV.BOND FD		395,874.79	
01-1510-0000	INVESTMENTS--GENERAL FUND #911		9,665,189.23	
	TOTAL ASSETS			6,236,071.31

LIABILITIES AND EQUITY

LIABILITIES

01-2030-0000	ACCOUNTS PAYABLE	(	65,163.80)	
01-2171-3000	P/R TAXES PBL--PAY REDUCTION		83.44	
01-2171-4000	P/R TAXES PBL -- WORKERS COMP		1,528.76	
01-2171-9000	P/R DEDUC PBL--HEALTH INSURANC		9,066.76	
01-2172-1000	P/R DEDUC PBL--AFLAC INSURANCE		.16	
01-2172-2000	P/R DEDUC PBL--STD & LTD	(	163.63)	
01-2172-3000	P/R DEDUC PBL--DELTA DENTAL	(	101.03)	
01-2173-0000	P/R DEDUC PBL--RETIREMENT		.10	
01-2175-8000	P/R DEDUC PBL--EMP CAF FSA-MD		109,212.58	
01-2175-9000	P/R DEDUC PBL--EMP CAF FSA-DC	(	14,599.28)	
01-2300-0000	DEPOSITS-PARKS & EVENTS		13,050.00	
01-2310-0000	DEPOSITS-STREET DIG PERMIT		5,000.00	
	TOTAL LIABILITIES			57,914.06

FUND EQUITY

	UNAPPROPRIATED FUND BALANCE:			
01-2710-0000	GENERAL FUND BALANCE		8,032,792.55	
	REVENUE OVER EXPENDITURES - YTD	(	1,854,635.30)	
	BALANCE - CURRENT DATE		6,178,157.25	
	TOTAL FUND EQUITY			6,178,157.25
	TOTAL LIABILITIES AND EQUITY			6,236,071.31

CITY OF KETCHUM
REVENUES WITH COMPARISON TO BUDGET
FOR THE 5 MONTHS ENDING FEBRUARY 28, 2025

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
<u>PROPERTY TAX & FRANCHISE</u>					
01-3100-1000 GENERAL PROPERTY TAXES	156,932.76	3,464,330.79	5,228,548.83	1,764,218.04	66.3
01-3100-1010 PROPERTY TAX CONTINGENCY	.00	.00	30,000.00	30,000.00	.0
01-3100-1050 PROPERTY TAX REPLACEMENT	.00	6,814.43	11,714.19	4,899.76	58.2
01-3100-6110 GAS FRANCHISE	29,932.95	41,441.48	100,000.00	58,558.52	41.4
01-3100-6120 T.V. CABLE FRANCHISE	32,217.31	65,367.77	150,000.00	84,632.23	43.6
01-3100-6130 WATER UTILITY ROW FEE (5%)	11,346.76	56,733.80	136,161.11	79,427.31	41.7
01-3100-6140 WASTEWATER UTILITY ROW FEE(5%)	11,956.42	59,782.10	143,477.09	83,694.99	41.7
01-3100-6150 SOLID WASTE FRANCHISE	16,777.94	48,549.11	95,000.00	46,450.89	51.1
01-3100-9000 PENALTY & INTEREST ON TAXES	2,833.11	5,250.58	15,000.00	9,749.42	35.0
TOTAL PROPERTY TAX & FRANCHISE	261,997.25	3,748,270.06	5,909,901.22	2,161,631.16	63.4
<u>LICENSES & PERMITS</u>					
01-3200-1110 BEER LICENSES	309.50	1,569.26	12,700.00	11,130.74	12.4
01-3200-1120 LIQUOR LICENSES	464.73	1,382.68	8,400.00	7,017.32	16.5
01-3200-1130 WINE LICENSES	97.23	2,153.30	13,500.00	11,346.70	16.0
01-3200-1140 CATERING PERMITS	100.00	200.00	1,500.00	1,300.00	13.3
01-3200-1150 OFF-SITE BUS./SPECIAL EVENTS P	1,455.00	3,692.50	20,000.00	16,307.50	18.5
01-3200-1400 BUSINESS LICENSES	2,990.14	16,365.23	3,300.00 (	13,065.23)	495.9
01-3200-1410 SHORT TERM RENTAL LICENSES	527.00	33,791.00	204,624.00	170,833.00	16.5
01-3200-1520 TAXI-LIMO PERMITS	790.00	2,205.00	2,500.00	295.00	88.2
01-3200-2100 BUILDING PERMITS	99,777.60	183,785.35	305,000.00	121,214.65	60.3
01-3200-2140 RIGHT-OF-WAY PERMITS	1,675.00	7,625.00	4,000.00 (	3,625.00)	190.6
01-3200-2160 STREET EXCAVATION PERMIT FEE	50.00	450.00	1,500.00	1,050.00	30.0
TOTAL LICENSES & PERMITS	108,236.20	253,219.32	577,024.00	323,804.68	43.9
<u>GRANTS</u>					
01-3300-4100 STATE GRANTS	18,312.00	18,312.00	.00 (	18,312.00)	.0
TOTAL GRANTS	18,312.00	18,312.00	.00 (	18,312.00)	.0
<u>STATE OF IDAHO SHARED REVENUE</u>					
01-3310-5100 STATE LIQUOR APPORTIONMENT	.00	138,362.00	395,000.00	256,638.00	35.0
01-3310-5200 HIGHWAY USER'S REVENUE - STREE	.00	139,966.54	195,071.00	55,104.46	71.8
01-3310-5600 STATE SHARED REVENUE	.00	576,944.71	1,086,365.00	509,420.29	53.1
TOTAL STATE OF IDAHO SHARED REVENUE	.00	855,273.25	1,676,436.00	821,162.75	51.0

CITY OF KETCHUM
REVENUES WITH COMPARISON TO BUDGET
FOR THE 5 MONTHS ENDING FEBRUARY 28, 2025

GENERAL FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
	<u>COUNTY SHARED REVENUE</u>					
01-3320-8400	COUNTY COURT FINES	3,732.75	23,272.64	50,000.00	26,727.36	46.6
01-3320-8600	COUNTY AMBULANCE CONTRACT	140,422.92	561,692.00	1,685,076.00	1,123,384.00	33.3
	<u>TOTAL COUNTY SHARED REVENUE</u>	<u>144,155.67</u>	<u>584,964.64</u>	<u>1,735,076.00</u>	<u>1,150,111.36</u>	<u>33.7</u>
	<u>CHARGES FOR SERVICES</u>					
01-3400-1100	PLANNING FEES	4,575.00	56,958.00	90,000.00	33,042.00	63.3
01-3400-1110	BUILDING PLAN CHECK FEES	59,867.34	98,145.54	175,500.00	77,354.46	55.9
01-3400-1120	PLANNING PLAN CHECK FEES	41,529.65	67,991.68	122,850.00	54,858.32	55.4
01-3400-1130	FIRE PLAN CHECK FEES	41,837.12	72,357.37	122,850.00	50,492.63	58.9
01-3400-1500	REPRODUCTION/FINGERPRINT FEES	12.00	75.00	500.00	425.00	15.0
01-3400-2250	SPECIAL FIRE FEES	178,169.69	183,739.69	50,000.00 (	133,739.69)	367.5
01-3400-2260	PUBLIC EDUCATION FEES	1,330.00	6,505.00	.00 (	6,505.00)	.0
01-3400-3600	BANNER FEES	700.00	1,725.00	.00 (	1,725.00)	.0
01-3400-6100	BC SCH DIST.PARK MAINT. CONTR	.00	.00	18,200.00	18,200.00	.0
01-3400-6130	URA PROPERTY MAINTENANCE	.00	18,928.00	.00 (	18,928.00)	.0
01-3400-6300	PARK YOUTH PROGRAM FEES	6,724.83	29,353.32	120,000.00	90,646.68	24.5
01-3400-6320	PARK USER FEES	189.30	5,316.02	20,000.00	14,683.98	26.6
01-3400-6700	PARK CONCESSION SALES	40.51	812.30	9,000.00	8,187.70	9.0
	<u>TOTAL CHARGES FOR SERVICES</u>	<u>334,975.44</u>	<u>541,906.92</u>	<u>728,900.00</u>	<u>186,993.08</u>	<u>74.4</u>
	<u>FINES & FEES</u>					
01-3500-1100	PARKING FINES	1,202.00	27,974.00	100,000.00	72,026.00	28.0
01-3500-1200	ELECTRIC VEHICLE CHARGING	.00	.00	25.00	25.00	.0
01-3500-1300	PAID PARKING	.00	1,733.75	2,500.00	766.25	69.4
01-3500-1400	PLANNING & BUILDING FINES	900.00	2,200.00	.00 (	2,200.00)	.0
	<u>TOTAL FINES & FEES</u>	<u>2,102.00</u>	<u>31,907.75</u>	<u>102,525.00</u>	<u>70,617.25</u>	<u>31.1</u>

CITY OF KETCHUM
REVENUES WITH COMPARISON TO BUDGET
FOR THE 5 MONTHS ENDING FEBRUARY 28, 2025

GENERAL FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
	<u>MISCELLANEOUS REVENUE</u>					
01-3700-1000	INTEREST EARNINGS	34,482.46	190,939.79	150,000.00	(40,939.79)	127.3
01-3700-2000	RENT	.00	1,000.00	6,000.00	5,000.00	16.7
01-3700-2010	RENT-PARK RESERVATIONS	960.00	4,190.00	12,000.00	7,810.00	34.9
01-3700-2020	RENT-491 SUN VALLEY ROAD	6,214.78	34,463.68	66,468.00	32,004.32	51.9
01-3700-3600	REFUNDS & REIMBURSEMENTS	4,988.15	34,838.26	253,400.00	218,561.74	13.8
01-3700-3610	REIMBURSEMENTS-RESORT CITIES	500.00	33,500.00	22,000.00	(11,500.00)	152.3
01-3700-3650	REIMBURSEMENT-BLAINE CITY TOUR	.00	.00	8,000.00	8,000.00	.0
01-3700-7000	MISCELLANEOUS	500.00	1,958.38	.00	(1,958.38)	.0
01-3700-7010	MISCELLANEOUS-STREET	.00	1,770.96	.00	(1,770.96)	.0
01-3700-8722	TRANSFER FROM LOT FUND	166,666.67	833,333.35	2,000,000.00	1,166,666.65	41.7
01-3700-8763	REIMBURSEMENT FROM WATER FUND	30,678.17	153,390.85	368,138.00	214,747.15	41.7
01-3700-8765	REIMBURSMNT FROM WASTEWATER FD	62,186.75	310,933.75	746,241.00	435,307.25	41.7
01-3700-8798	URA FND REIM-SALARIES/BENEFITS	15,657.68	39,159.58	125,000.00	85,840.42	31.3
01-3700-8799	IDL FIRE REIMBURSMENT	.00	286,846.29	200,000.00	(86,846.29)	143.4
	TOTAL MISCELLANEOUS REVENUE	322,834.66	1,926,324.89	3,957,247.00	2,030,922.11	48.7
	<u>MISCELLANEOUS REVENUE CONT.</u>					
01-3710-8722	LOT FUND REIMB-ADMIN.EXPENSES	416.67	2,083.35	5,000.00	2,916.65	41.7
01-3710-8763	WATER FUND REIMB-ADMIN.EXPENSE	12,398.25	61,991.25	148,779.00	86,787.75	41.7
01-3710-8765	WW FUND REIMB-ADMIN.EXPENSES	11,687.67	58,438.35	140,252.00	81,813.65	41.7
01-3710-8798	URA FUND REIMB-ADMIN. EXPENSES	.00	.00	25,000.00	25,000.00	.0
	TOTAL MISCELLANEOUS REVENUE CONT.	24,502.59	122,512.95	319,031.00	196,518.05	38.4
	<u>FUND BALANCE</u>					
01-3800-9000	FUND BALANCE	.00	.00	1,830,277.00	1,830,277.00	.0
	TOTAL FUND BALANCE	.00	.00	1,830,277.00	1,830,277.00	.0
	TOTAL FUND REVENUE	1,217,115.81	8,082,691.78	16,836,417.22	8,753,725.44	48.0

CITY OF KETCHUM
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 5 MONTHS ENDING FEBRUARY 28, 2025

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>LEGISLATIVE & EXECUTIVE</u>					
PERSONAL SERVICES:					
01-4110-1000 SALARIES	15,942.98	56,171.66	120,686.04	64,514.38	46.5
01-4110-2100 FICA TAXES-CITY	1,190.55	4,131.66	9,232.48	5,100.82	44.8
01-4110-2200 STATE RETIREMENT-CITY	1,906.76	6,718.16	14,434.05	7,715.89	46.5
01-4110-2400 WORKER'S COMPENSATION-CITY	11.13	39.21	157.00	117.79	25.0
01-4110-2500 HEALTH INSURANCE-CITY	11,488.80	57,444.00	137,867.00	80,423.00	41.7
01-4110-2505 HEALTH REIMBURSEMENT ACCT(HRA)	1,119.60	4,968.12	8,000.00	3,031.88	62.1
01-4110-2510 DENTAL INSURANCE-CITY	314.00	1,570.00	3,768.00	2,198.00	41.7
01-4110-2515 VISION	174.95	828.85	.00	828.85	.0
01-4110-2600 ST & LONG TERM DISABILITY	67.16	335.80	805.92	470.12	41.7
TOTAL PERSONAL SERVICES	32,215.93	132,207.46	294,950.49	162,743.03	44.8
MATERIALS AND SERVICES:					
01-4110-3100 OFFICE SUPPLIES & POSTAGE	.00	23.82	3,167.00	3,143.18	.8
01-4110-3200 OPERATING SUPPLIES	.00	.00	2,125.00	2,125.00	.0
01-4110-4000 ELECTIONS	.00	.00	2,500.00	2,500.00	.0
01-4110-4200 PROFESSIONAL SERVICES	.00	.00	9,460.00	9,460.00	.0
01-4110-4800 DUES, SUBSCRIPTIONS & MEMBERSH	.00	.00	1,700.00	1,700.00	.0
01-4110-4910 MYR/CNCL-TRAINING/TRAVEL/MTG	.00	1,000.93	3,000.00	1,999.07	33.4
TOTAL MATERIAL AND SERVICES	.00	1,024.75	21,952.00	20,927.25	4.7
CAPITAL OUTLAY:					
01-4110-7400 OFFICE FURNITURE & EQUIPMENT	.00	.00	1,000.00	1,000.00	.0
TOTAL CAPITAL OUTLAY	.00	.00	1,000.00	1,000.00	.0
TOTAL LEGISLATIVE & EXECUTIVE	32,215.93	133,232.21	317,902.49	184,670.28	41.9

CITY OF KETCHUM
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 5 MONTHS ENDING FEBRUARY 28, 2025

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>ADMINISTRATIVE SERVICES</u>					
PERSONAL SERVICES:					
01-4150-1000 SALARIES	80,974.67	447,540.39	965,737.00	518,196.61	46.3
01-4150-1500 PART TIME SALARIES	584.00	7,446.00	10,000.00	2,554.00	74.5
01-4150-1900 OVERTIME	858.25	3,565.73	.00	(3,565.73)	.0
01-4150-2100 FICA TAXES-CITY	6,349.10	33,160.32	73,879.00	40,718.68	44.9
01-4150-2200 STATE RETIREMENT-CITY	10,102.30	56,415.82	114,270.00	57,854.18	49.4
01-4150-2400 WORKMEN'S COMPENSATION-CITY	84.53	341.65	1,200.00	858.35	28.5
01-4150-2500 HEALTH INSURANCE-CITY	21,260.70	109,745.22	294,644.00	184,898.78	37.3
01-4150-2505 HEALTH REIMBURSEMENT ACCT(HRA)	.00	3,221.45	19,000.00	15,778.55	17.0
01-4150-2510 DENTAL INSURANCE-CITY	663.50	3,374.50	8,209.00	4,834.50	41.1
01-4150-2515 VISION	387.47	1,747.25	.00	(1,747.25)	.0
01-4150-2600 ST & LONG TERM DISABILITY	444.39	2,221.95	5,187.16	2,965.21	42.8
01-4150-2760 EMPLOYEE HOUSING SUBSIDY	2,107.70	11,092.35	26,400.00	15,307.65	42.0
TOTAL PERSONAL SERVICES	123,816.61	679,872.63	1,518,526.16	838,653.53	44.8
MATERIALS AND SERVICES:					
01-4150-3100 OFFICE SUPPLIES & POSTAGE	5,100.80	10,436.81	25,000.00	14,563.19	41.8
01-4150-3310 STATE SALES TAX-GEN.GOV. & PAR	.00	50.44	250.00	199.56	20.2
01-4150-4200 PROFESSIONAL SERVICES	15,271.02	64,526.74	.00	(64,526.74)	.0
01-4150-4400 ADVERTISING & LEGAL PUBLICATIO	.00	2,782.65	12,000.00	9,217.35	23.2
01-4150-4600 PROPERTY & LIABILITY INSURANCE	.00	126,193.98	116,015.00	(10,178.98)	108.8
01-4150-4800 DUES, SUBSCRIPTIONS & MEMBERSH	349.00	1,244.00	7,500.00	6,256.00	16.6
01-4150-4900 PERSONNEL TRAINING/TRAVEL/MTG	2,892.83	7,915.29	20,000.00	12,084.71	39.6
01-4150-4902 TRAINNG/TRVL/MTG-CITY ADM/ASST	300.00	620.30	12,000.00	11,379.70	5.2
01-4150-5100 TELEPHONE & COMMUNICATIONS	8,107.38	39,065.22	43,000.00	3,934.78	90.9
01-4150-5110 COMPUTER NETWORK	27,193.36	75,233.44	80,000.00	4,766.56	94.0
01-4150-5150 COMMUNICATIONS	2,249.17	19,731.98	105,000.00	85,268.02	18.8
01-4150-5200 UTILITIES	2,118.61	9,092.95	42,682.00	33,589.05	21.3
01-4150-6500 CONTRACTS FOR SERVICES	22,239.00	28,316.50	25,000.00	(3,316.50)	113.3
01-4150-6510 COMPUTER SERVICES	3,635.00	18,175.00	45,500.00	27,325.00	40.0
TOTAL MATERIAL AND SERVICES	89,456.17	403,385.30	533,947.00	130,561.70	75.6
CAPITAL OUTLAY:					
01-4150-7400 OFFICE FURNITURE & EQUIPMENT	1,008.72	12,734.28	1,000.00	(11,734.28)	1273.4
TOTAL CAPITAL OUTLAY	1,008.72	12,734.28	1,000.00	(11,734.28)	1273.4
TOTAL ADMINISTRATIVE SERVICES	214,281.50	1,095,992.21	2,053,473.16	957,480.95	53.4

CITY OF KETCHUM
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 5 MONTHS ENDING FEBRUARY 28, 2025

GENERAL FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	<u>LEGAL</u>					
	MATERIALS AND SERVICES:					
01-4160-4200	PROFESSIONAL SERVICES	16,500.00	95,826.25	209,803.79	113,977.54	45.7
01-4160-4270	CITY PROSECUTOR	3,883.33	15,533.32	47,998.00	32,464.68	32.4
	TOTAL MATERIAL AND SERVICES	20,383.33	111,359.57	257,801.79	146,442.22	43.2
	TOTAL LEGAL	20,383.33	111,359.57	257,801.79	146,442.22	43.2

CITY OF KETCHUM
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 5 MONTHS ENDING FEBRUARY 28, 2025

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>PLANNING & BUILDING</u>					
PERSONAL SERVICES:					
01-4170-1000 SALARIES	32,584.16	184,429.70	509,601.00	325,171.30	36.2
01-4170-1200 PLANNING & ZONING COMMISSION	4,000.00	8,800.00	25,200.00	16,400.00	34.9
01-4170-1900 OVERTIME	383.75	1,073.28	.00	(1,073.28)	.0
01-4170-2100 FICA TAXES-CITY	2,821.37	15,662.43	76,755.20	61,092.77	20.4
01-4170-2200 STATE RETIREMENT-CITY	4,421.35	24,305.75	59,154.00	34,848.25	41.1
01-4170-2400 WORKER'S COMPENSATION-CITY	258.58	1,749.35	6,220.00	4,470.65	28.1
01-4170-2500 HEALTH INSURANCE-CITY	7,197.24	45,459.87	140,406.00	94,946.13	32.4
01-4170-2505 HEALTH REIMBURSEMENT ACCT(HRA)	224.35	1,358.65	9,000.00	7,641.35	15.1
01-4170-2510 DENTAL INSURANCE-CITY	229.00	1,392.05	3,990.00	2,597.95	34.9
01-4170-2515 VISION	112.50	680.73	.00	(680.73)	.0
01-4170-2600 ST & LONG TERM DISABILITY	212.76	1,045.65	3,057.72	2,012.07	34.2
01-4170-2700 VACATION/SICK ACCRUAL PAYOUT	.00	11,453.97	6,793.20	(4,660.77)	168.6
TOTAL PERSONAL SERVICES	52,445.06	297,411.43	840,177.12	542,765.69	35.4
MATERIALS AND SERVICES:					
01-4170-3100 OFFICE SUPPLIES & POSTAGE	2,028.43	2,486.14	6,000.00	3,513.86	41.4
01-4170-3200 OPERATING SUPPLIES	4,089.75	5,534.40	1,200.00	(4,334.40)	461.2
01-4170-4200 PROFESSIONAL SERVICES	6,997.50	109,564.98	245,842.00	136,277.02	44.6
01-4170-4210 PROFESSIONAL SERVICES - IDBS	7,532.24	68,245.08	260,000.00	191,754.92	26.3
01-4170-4220 PROF SVCS-FLOOD PLAIN PROG REM	2,815.00	6,406.25	10,000.00	3,593.75	64.1
01-4170-4400 ADVERTISING & LEGAL PUBLICATIO	.00	7,720.73	10,000.00	2,279.27	77.2
01-4170-4500 GEOGRAPHIC INFO SYSTEMS	2,160.00	7,900.00	10,000.00	2,100.00	79.0
01-4170-4800 DUES, SUBSCRIPTIONS & MEMBERSH	101.00	1,261.98	4,000.00	2,738.02	31.6
01-4170-4900 PERSONNEL TRAINING/TRAVEL/MTG	.00	4,747.87	10,000.00	5,252.13	47.5
01-4170-4970 TRAINING/TRAVEL/MTG-P&Z COMM	.00	51.00	3,000.00	2,949.00	1.7
01-4170-5100 TELEPHONE & COMMUNICATIONS	30.00	150.00	.00	(150.00)	.0
01-4170-6910 OTHER PURCHASED SERVICES	.00	.00	2,000.00	2,000.00	.0
TOTAL MATERIAL AND SERVICES	25,753.92	214,068.43	562,042.00	347,973.57	38.1
CAPITAL OUTLAY:					
01-4170-7400 OFFICE FURNITURE & EQUIPMENT	.00	.00	1,000.00	1,000.00	.0
TOTAL CAPITAL OUTLAY	.00	.00	1,000.00	1,000.00	.0
TOTAL PLANNING & BUILDING	78,198.98	511,479.86	1,403,219.12	891,739.26	36.5

CITY OF KETCHUM
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 5 MONTHS ENDING FEBRUARY 28, 2025

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>NON-DEPARTMENTAL</u>					
PERSONAL SERVICES:					
01-4193-1000 SALARIES	3,997.50	25,415.00	70,980.00	45,565.00	35.8
01-4193-2100 FICA TAXES-CITY	305.82	1,944.26	5,429.97	3,485.71	35.8
01-4193-2200 STATE RETIREMENT-CITY	478.10	3,039.63	8,489.21	5,449.58	35.8
01-4193-2400 WORKMEN'S COMPENSATION-CITY	4.03	25.61	75.00	49.39	34.2
01-4193-2500 HEALTH INSURANCE-CITY	1,210.00	6,050.00	14,520.00	8,470.00	41.7
01-4193-2510 DENTAL INSURANCE-CITY	42.00	150.41	504.00	353.59	29.8
01-4193-2515 VISION	16.00	38.08	.00	(38.08)	.0
TOTAL PERSONAL SERVICES	6,053.45	36,662.99	99,998.18	63,335.19	36.7
MATERIALS AND SERVICES:					
01-4193-4200 PROFESSIONAL SERVICE	3,912.50	36,043.10	163,296.00	127,252.90	22.1
01-4193-4210 RESORT CITIES	.00	8,000.00	25,000.00	17,000.00	32.0
01-4193-4220 IT PROFESSIONAL SERVICES	.00	.00	178,260.00	178,260.00	.0
01-4193-4250 BLAINE CITY TOUR	.00	.00	8,000.00	8,000.00	.0
01-4193-4400 PROPERTY ACQUISITION	2,248,345.91	2,248,345.91	.00	(2,248,345.91)	.0
01-4193-4500 1ST/WASHINGTON RENT	.00	.00	18,000.00	18,000.00	.0
01-4193-6500 CONTRACT FOR SERVICE	.00	66,140.00	131,904.00	65,764.00	50.1
01-4193-6900 MISCELLANEOUS EXPENSE	.00	475,000.00	475,000.00	.00	100.0
TOTAL MATERIAL AND SERVICES	2,252,258.41	2,833,529.01	999,460.00	(1,834,069.01)	283.5
OTHER EXPENDITURES:					
01-4193-8803 TRANSFER TO GENERAL CIP FUND	.00	847,677.00	847,677.00	.00	100.0
01-4193-8804 TRANSFER TO CITY/CO HOUSING	.00	500,000.00	500,000.00	.00	100.0
01-4193-8893 TRANSFER TO PARK TRUST-KAC	.00	10,000.00	10,000.00	.00	100.0
01-4193-9910 MERIT/COMPENSATION ADJUSTMENTS	.00	3,189.38	140,000.00	136,810.62	2.3
01-4193-9930 GENERAL FUND OP. CONTINGENCY	11,765.50	102,438.89	429,826.06	327,387.17	23.8
TOTAL OTHER EXPENDITURES	11,765.50	1,463,305.27	1,927,503.06	464,197.79	75.9
TOTAL NON-DEPARTMENTAL	2,270,077.36	4,333,497.27	3,026,961.24	(1,306,536.03)	143.2

CITY OF KETCHUM
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 5 MONTHS ENDING FEBRUARY 28, 2025

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>FACILITY MAINTENANCE</u>					
PERSONAL SERVICES:					
01-4194-1000 SALARIES	28,354.96	144,906.21	362,894.00	217,987.79	39.9
01-4194-1500 PART-TIME/SEASONAL	.00	.00	60,921.00	60,921.00	.0
01-4194-1800 SHIFT COVERAGE ON CALL	925.82	2,377.90	5,000.00	2,622.10	47.6
01-4194-1900 OVERTIME	1,137.23	4,490.45	8,500.00	4,009.55	52.8
01-4194-2100 FICA TAXES - CITY	2,284.97	11,963.10	32,422.00	20,458.90	36.9
01-4194-2200 STATE RETIREMENT - CITY	3,065.83	16,479.56	48,822.00	32,342.44	33.8
01-4194-2400 WORKER'S COMPENSATION-CITY	408.74	2,153.43	3,983.00	1,829.57	54.1
01-4194-2500 HEALTH INSURANCE - CITY	10,193.86	50,969.30	162,596.00	111,626.70	31.4
01-4194-2505 HEALTH REIMBURSEMENT ACCT(HRA)	.00	1,778.23	10,000.00	8,221.77	17.8
01-4194-2510 DENTAL INSURANCE-CITY	289.54	1,442.83	4,566.00	3,123.17	31.6
01-4194-2515 VISION	166.69	773.29	.00 (	773.29)	.0
01-4194-2600 LONG TERM DISABILITY	147.51	737.55	2,114.62	1,377.07	34.9
01-4194-2800 STATE UNEMPLOYMENT INSURANCE	.00	2,840.00	8,000.00	5,160.00	35.5
TOTAL PERSONAL SERVICES	46,975.15	240,911.85	709,818.62	468,906.77	33.9
MATERIALS AND SERVICES:					
01-4194-3100 OFFICE SUPPLIES & POSTAGE	.00	.00	300.00	300.00	.0
01-4194-3200 OPERATING SUPPLIES	604.56	3,146.23	10,000.00	6,853.77	31.5
01-4194-3500 MOTOR FUELS & LUBRICANTS	.00	846.11	16,000.00	15,153.89	5.3
01-4194-4200 PROFESSIONAL SERVICES	3,809.00	46,150.65	62,718.00	16,567.35	73.6
01-4194-4210 PROFESSIONAL SERVC-CITY TREES	.00	135.00	15,000.00	14,865.00	.9
01-4194-4220 PROF SERV-CITY BEAUTIFICATION	.00	37,589.97	85,000.00	47,410.03	44.2
01-4194-4800 DUES, SUBSCRIPTIONS & MEMBERSH	.00	305.00	440.00	135.00	69.3
01-4194-4900 PERSONNEL TRAINING/TRAVEL/MTG	1,042.08	1,317.08	1,000.00 (	317.08)	131.7
01-4194-5100 TELEPHONE & COMMUNICATIONS	30.00	150.00	720.00	570.00	20.8
01-4194-5200 UTILITIES	3,158.25	20,592.34	36,000.00	15,407.66	57.2
01-4194-5300 CUSTODIAL & CLEANING SERVICES	4,637.00	18,614.77	80,000.00	61,385.23	23.3
01-4194-5900 REPAIR & MAINTENANCE-BUILDINGS	1,063.00	37,910.01	56,000.00	18,089.99	67.7
01-4194-5910 REPAIR & MAINT-491 SV ROAD	3,381.39	26,626.90	77,000.00	50,373.10	34.6
01-4194-5950 REPAIR & MAINT-WARM SPRINGS PR	3,395.36	11,879.76	48,100.00	36,220.24	24.7
01-4194-6000 REPAIR & MAINT-AUTOMOTIVE EQUI	27.11	342.87	3,500.00	3,157.13	9.8
01-4194-6100 REPAIR & MAINT--MACHINERY & EQ	(372.26)	514.16	6,000.00	5,485.84	8.6
01-4194-6950 MAINTENANCE	258.62	3,824.50	36,000.00	32,175.50	10.6
TOTAL MATERIAL AND SERVICES	21,034.11	209,945.35	533,778.00	323,832.65	39.3
TOTAL FACILITY MAINTENANCE	68,009.26	450,857.20	1,243,596.62	792,739.42	36.3

CITY OF KETCHUM
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 5 MONTHS ENDING FEBRUARY 28, 2025

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>POLICE</u>					
PERSONAL SERVICES:					
01-4210-1000 SALARIES	10,425.67	53,556.93	115,690.00	62,133.07	46.3
01-4210-1500 PART-TIME	.00	.00	27,851.00	27,851.00	.0
01-4210-1900 OVERTIME	1,271.28	3,109.83	5,000.00	1,890.17	62.2
01-4210-2100 FICA TAXES-CITY	868.54	4,201.72	10,981.00	6,779.28	38.3
01-4210-2200 STATE RETIREMENT-CITY	1,172.75	6,089.93	17,167.00	11,077.07	35.5
01-4210-2400 WORKMEN'S COMPENSATION-CITY	272.39	1,326.60	4,637.00	3,310.40	28.6
01-4210-2500 HEALTH INSURANCE-CITY	6,711.56	33,557.80	80,539.00	46,981.20	41.7
01-4210-2505 HEALTH REIMBURSEMENT ACCT(HRA)	316.21	487.01	4,000.00	3,512.99	12.2
01-4210-2510 DENTAL INSURANCE-CITY	169.00	845.00	2,028.00	1,183.00	41.7
01-4210-2515 VISION	97.80	489.00	.00	489.00	.0
01-4210-2600 ST & LONG TERM DISABILITY	56.71	283.55	680.52	396.97	41.7
TOTAL PERSONAL SERVICES	21,361.91	103,947.37	268,573.52	164,626.15	38.7
MATERIALS AND SERVICES:					
01-4210-3100 OFFICE SUPPLIES & POSTAGE	635.75	635.75	5,000.00	4,364.25	12.7
01-4210-3200 OPERATING SUPPLIES	.00	24.68	300.00	275.32	8.2
01-4210-3500 MOTOR FUELS & LUBRICANTS	443.34	2,000.39	7,000.00	4,999.61	28.6
01-4210-3600 COMPUTER SOFTWARE	.00	.00	2,000.00	2,000.00	.0
01-4210-3610 PARKING OPS PROCESSING FEES	.00	4,588.15	26,000.00	21,411.85	17.7
01-4210-3620 PARKING OPS EQUIPMENT FEES	58.67	923.42	11,000.00	10,076.58	8.4
01-4210-4200 PROFESSIONAL SERVICES	2,784.00	9,128.00	59,750.00	50,622.00	15.3
01-4210-4250 PROF.SERVICES-BCSO CONTRACT	178,474.80	644,010.90	1,918,054.67	1,274,043.77	33.6
01-4210-4900 PERSONNEL TRAINING/TRAVEL/MTG	.00	82.66	.00	82.66	.0
01-4210-5100 TELEPHONE & COMMUNICATIONS	362.82	1,512.02	4,350.00	2,837.98	34.8
01-4210-6000 REPAIR & MAINT--AUTOMOTIVE EQU	.00	997.83	13,000.00	12,002.17	7.7
TOTAL MATERIAL AND SERVICES	182,759.38	663,903.80	2,046,454.67	1,382,550.87	32.4
CAPITAL OUTLAY:					
01-4210-7500 AUTOMOTIVE EQUIPMENT	.00	.00	5,000.00	5,000.00	.0
TOTAL CAPITAL OUTLAY	.00	.00	5,000.00	5,000.00	.0
TOTAL POLICE	204,121.29	767,851.17	2,320,028.19	1,552,177.02	33.1

CITY OF KETCHUM
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 5 MONTHS ENDING FEBRUARY 28, 2025

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>FIRE & RESCUE</u>					
PERSONAL SERVICES:					
01-4230-1000 SALARIES	102,780.75	585,897.58	1,470,123.00	884,225.42	39.9
01-4230-1500 PAID ON-CALL WAGES	13,858.50	130,192.41	135,000.00	4,807.59	96.4
01-4230-1700 WOOC (WORKING OUT OF CLASS)	5,638.56	45,098.98	8,000.00	(37,098.98)	563.7
01-4230-1900 OVERTIME	14,638.51	98,179.40	120,000.00	21,820.60	81.8
01-4230-2100 FICA TAXES-CITY	10,778.71	66,819.13	132,584.00	65,764.87	50.4
01-4230-2300 FIREMEN'S RETIREMENT-CITY	17,825.24	105,079.91	234,125.00	129,045.09	44.9
01-4230-2310 DEF.COMP-PD ON CALL/PT EMP	.00	.00	12,000.00	12,000.00	.0
01-4230-2400 WORKMEN'S COMPENSATION-CITY	4,202.17	25,615.77	40,000.00	14,384.23	64.0
01-4230-2500 HEALTH INSURANCE-CITY	34,324.12	163,593.92	369,852.00	206,258.08	44.2
01-4230-2505 HEALTH REIMBURSEMENT ACCT(HRA)	.00	2,398.92	26,000.00	23,601.08	9.2
01-4230-2510 DENTAL INSURANCE-CITY	981.50	4,760.50	11,040.00	6,279.50	43.1
01-4230-2515 VISION	561.10	2,532.60	.00	(2,532.60)	.0
01-4230-2530 EMPLOYEE MEDICAL SERVICES	433.00	2,313.00	.00	(2,313.00)	.0
01-4230-2535 VEBA	5,100.00	25,500.00	57,600.00	32,100.00	44.3
01-4230-2540 MERP-MEDICAL EXP REIMBURSEMENT	600.00	3,000.00	7,200.00	4,200.00	41.7
01-4230-2600 ST & LONG TERM DISABILITY	653.29	3,429.81	8,310.64	4,880.83	41.3
01-4230-2700 VACATION/SICK ACCRUAL PAYOUT	6,189.29	25,300.13	25,000.00	(300.13)	101.2
01-4230-2800 STATE UNEMPLOYMENT INSURANCE	.00	.00	3,000.00	3,000.00	.0
01-4230-2900 PERFORMANCE AWARDS	81.14	4,739.54	4,200.00	(539.54)	112.9
TOTAL PERSONAL SERVICES	218,645.88	1,294,451.60	2,664,034.64	1,369,583.04	48.6
MATERIALS AND SERVICES:					
01-4230-3200 OPERATING SUPPLIES FIRE	1,400.87	5,790.95	45,000.00	39,209.05	12.9
01-4230-3210 OPERATING SUPPLIES EMS	8,101.58	21,724.89	63,000.00	41,275.11	34.5
01-4230-3500 MOTOR FUELS & LUBRICANTS FIRE	686.96	2,095.18	8,000.00	5,904.82	26.2
01-4230-3510 MOTOR FUELS & LUBRICANTS EMS	686.97	2,095.15	8,000.00	5,904.85	26.2
01-4230-4200 PROFESSIONAL SERVICES FIRE	5,349.89	10,782.27	27,000.00	16,217.73	39.9
01-4230-4210 PROFESSIONAL SERVICES EMS	4,991.43	7,886.53	20,000.00	12,113.47	39.4
01-4230-4800 DUES, SUBSCRIPTIONS & MEMBERSH	.00	110.00	.00	(110.00)	.0
01-4230-4900 TRAINING/TRAVEL/MTG FIRE	1,376.80	2,499.85	16,000.00	13,500.15	15.6
01-4230-4910 TRAINING EMS	210.12	3,010.12	12,000.00	8,989.88	25.1
01-4230-4920 TRAINING-FACILITY	70.33	420.59	12,000.00	11,579.41	3.5
01-4230-4930 PUBLIC EDUCATION	4,869.39	5,644.39	.00	(5,644.39)	.0
01-4230-4940 IDL FIRE EXPENSES	.00	914.50	200,000.00	199,085.50	.5
01-4230-5100 TELEPHONE & COMMUNICATION FIRE	6,761.87	8,287.31	21,000.00	12,712.69	39.5
01-4230-5110 TELEPHONE & COMMUNICATION EMS	6,761.88	8,267.20	21,000.00	12,732.80	39.4
01-4230-5200 UTILITIES	2,020.82	11,227.63	45,600.00	34,372.37	24.6
01-4230-5900 REPAIR & MAINTENANCE-BUILDINGS	127.00	1,696.65	24,000.00	22,303.35	7.1
01-4230-6000 REPAIR & MAINT-AUTO EQUIP FIRE	14,438.73	18,477.13	18,000.00	(477.13)	102.7
01-4230-6010 REPAIR & MAINT-AUTO EQUIP EMS	63.57	4,807.04	12,000.00	7,192.96	40.1
01-4230-6100 REPAIR & MAINT--MACHINERY & EQ	1,093.45	2,312.43	60,000.00	57,687.57	3.9
01-4230-6110 REPAIR & MAINT--MACHINERY & EQ	67.94	2,227.40	2,500.00	272.60	89.1
01-4230-6200 REPAIR & MAINT--FACILITY	.00	1,565.09	.00	(1,565.09)	.0
01-4230-6900 OTHER PURCHASED SERVICES FIRE	.00	.00	3,250.00	3,250.00	.0
01-4230-6910 OTHER PURCHASED SERVICES EMS	.00	.00	7,000.00	7,000.00	.0
TOTAL MATERIAL AND SERVICES	59,079.60	121,842.30	625,350.00	503,507.70	19.5

CITY OF KETCHUM
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 5 MONTHS ENDING FEBRUARY 28, 2025

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
CAPITAL OUTLAY:					
01-4230-7700 LEASE-AERIAL TOWER	.00	.00	58,430.00	58,430.00	.0
01-4230-7710 LEASE-ENFORCER PUC PUMPERKB790	140,801.73	140,801.73	141,000.00	198.27	99.9
TOTAL CAPITAL OUTLAY	140,801.73	140,801.73	199,430.00	58,628.27	70.6
TOTAL FIRE & RESCUE	418,527.21	1,557,095.63	3,488,814.64	1,931,719.01	44.6

CITY OF KETCHUM
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 5 MONTHS ENDING FEBRUARY 28, 2025

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>STREET</u>					
PERSONAL SERVICES:					
01-4310-1000 SALARIES	63,053.72	311,529.51	719,144.00	407,614.49	43.3
01-4310-1500 PART-TIME	.00	.00	65,800.00	65,800.00	.0
01-4310-1800 SHIFT COVERAGE ON CALL	5,958.70	16,033.86	17,500.00	1,466.14	91.6
01-4310-1900 OVERTIME	18,361.48	33,772.45	35,000.00	1,227.55	96.5
01-4310-2100 FICA TAXES-CITY	6,642.60	27,478.65	60,977.70	33,499.05	45.1
01-4310-2200 STATE RETIREMENT-CITY	9,128.37	41,655.00	87,463.00	45,808.00	47.6
01-4310-2400 WORKER'S COMPENSATION-CITY	2,495.59	10,585.10	27,628.00	17,042.90	38.3
01-4310-2500 HEALTH INSURANCE-CITY	19,426.08	91,600.91	216,685.00	125,084.09	42.3
01-4310-2505 HEALTH REIMBURSEMENT ACCT(HRA)	.00	905.45	15,500.00	14,594.55	5.8
01-4310-2510 DENTAL INSURANCE-CITY	594.08	2,779.30	6,576.00	3,796.70	42.3
01-4310-2515 VISION	284.03	1,303.09	.00 (	1,303.09)	.0
01-4310-2600 ST & LONG TERM DISABILITY	350.72	1,753.01	4,323.06	2,570.05	40.6
01-4310-2800 STATE UNEMPLOYMENT INSURANCE	33.44	33.44	6,000.00	5,966.56	.6
TOTAL PERSONAL SERVICES	126,328.81	539,429.77	1,262,596.76	723,166.99	42.7
MATERIALS AND SERVICES:					
01-4310-3200 OPERATING SUPPLIES	1,484.35	8,357.78	16,240.00	7,882.22	51.5
01-4310-3400 MINOR EQUIPMENT	.00	693.61	3,800.00	3,106.39	18.3
01-4310-3500 MOTOR FUELS & LUBRICANTS	10,143.18	55,661.09	109,092.00	53,430.91	51.0
01-4310-3600 COMPUTER SOFTWARE	.00	.00	6,800.00	6,800.00	.0
01-4310-4200 PROFESSIONAL SERVICES	6,648.25	85,056.74	204,000.00	118,943.26	41.7
01-4310-4900 PERSONNEL TRAINING/TRAVEL/MTG	40.00	340.00	4,515.00	4,175.00	7.5
01-4310-5100 TELEPHONE & COMMUNICATIONS	30.00	150.00	7,000.00	6,850.00	2.1
01-4310-5200 UTILITIES	2,518.94	6,963.26	19,500.00	12,536.74	35.7
01-4310-6000 REPAIR & MAINT--AUTOMOTIVE EQU	212.96	1,180.42	8,700.00	7,519.58	13.6
01-4310-6100 REPAIR & MAINT--MACHINERY & EQ	6,612.91	31,060.88	98,650.00	67,589.12	31.5
01-4310-6910 OTHER PURCHASED SERVICES	782.18	3,076.14	16,000.00	12,923.86	19.2
01-4310-6920 SIGNS & SIGNALIZATION	1,286.88	4,352.61	16,000.00	11,647.39	27.2
01-4310-6930 STREET LIGHTING	1,767.70	12,185.19	18,500.00	6,314.81	65.9
01-4310-6950 MAINTENANCE & IMPROVEMENTS	8,388.76	22,970.05	338,300.00	315,329.95	6.8
TOTAL MATERIAL AND SERVICES	39,916.11	232,047.77	867,097.00	635,049.23	26.8
TOTAL STREET	166,244.92	771,477.54	2,129,693.76	1,358,216.22	36.2

CITY OF KETCHUM
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 5 MONTHS ENDING FEBRUARY 28, 2025

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>RECREATION</u>					
PERSONAL SERVICES:					
01-4510-1000 SALARIES	21,280.60	116,511.82	275,420.00	158,908.18	42.3
01-4510-1500 PART-TIME/SEASONAL	1,813.51	7,312.53	85,000.00	77,687.47	8.6
01-4510-1900 OVERTIME	195.75	833.25	.00	833.25	.0
01-4510-2100 FICA TAXES - CITY	1,757.29	9,414.32	27,540.00	18,125.68	34.2
01-4510-2200 STATE RETIREMENT - CITY	2,541.67	13,969.46	43,056.00	29,086.54	32.4
01-4510-2400 WORKER'S COMPENSATION - CITY	369.26	1,958.15	7,700.00	5,741.85	25.4
01-4510-2500 HEALTH INSURANCE - CITY	6,985.78	34,928.90	83,829.00	48,900.10	41.7
01-4510-2505 HEALTH REIMBURSEMENT ACCT(HRA)	.00	1,903.10	5,000.00	3,096.90	38.1
01-4510-2510 DENTAL INSURANCE-CITY	210.50	1,052.50	2,526.00	1,473.50	41.7
01-4510-2515 VISION	114.70	528.10	.00	528.10	.0
01-4510-2600 ST & LONG TERM DISABILITY	136.55	682.75	1,612.80	930.05	42.3
01-4510-2800 STATE UNEMPLOYMENT INSURANCE	.00	.00	1,000.00	1,000.00	.0
TOTAL PERSONAL SERVICES	35,405.61	189,094.88	532,683.80	343,588.92	35.5
MATERIALS AND SERVICES:					
01-4510-3100 OFFICE SUPPLIES & POSTAGE	.00	30.51	1,000.00	969.49	3.1
01-4510-3200 OPERATING SUPPLIES	299.33	1,146.36	4,500.00	3,353.64	25.5
01-4510-3250 RECREATION SUPPLIES	655.59	3,178.33	11,000.00	7,821.67	28.9
01-4510-3280 YOUTH GOLF	.00	.00	1,000.00	1,000.00	.0
01-4510-3300 RESALE ITEMS-CONCESSION SUPPLY	127.25	2,676.88	7,500.00	4,823.12	35.7
01-4510-3310 STATE SALES TAX-PARK	.00	1,679.39	8,500.00	6,820.61	19.8
01-4510-3500 MOTOR FUELS & LUBRICANTS	518.76	1,114.08	3,500.00	2,385.92	31.8
01-4510-4200 PROFESSIONAL SERVICE	614.26	1,176.66	3,842.00	2,665.34	30.6
01-4510-4410 ADVERTISING & PUBLICATIONS	.00	524.40	1,000.00	475.60	52.4
01-4510-4800 DUES, SUBSCRIPTIONS & MEMBERSH	.00	.00	500.00	500.00	.0
01-4510-4900 PERSONNEL TRAINING/TRAVEL/MTG	.00	.00	1,000.00	1,000.00	.0
01-4510-5100 TELEPHONE & COMMUNICATIONS	.00	.00	1,500.00	1,500.00	.0
01-4510-5200 UTILITIES	744.44	1,527.75	11,400.00	9,872.25	13.4
01-4510-6000 REPAIR & MAINT--AUTOMOTIVE EQU	.00	607.54	3,500.00	2,892.46	17.4
01-4510-6100 REPAIR & MAINT--MACHINERY & EQ	1,528.98	1,727.64	2,500.00	772.36	69.1
TOTAL MATERIAL AND SERVICES	4,488.61	15,389.54	62,242.00	46,852.46	24.7
TOTAL RECREATION	39,894.22	204,484.42	594,925.80	390,441.38	34.4
TOTAL FUND EXPENDITURES	3,511,954.00	9,937,327.08	16,836,416.81	6,899,089.73	59.0
NET REVENUE OVER EXPENDITURES	(2,294,838.19)	(1,854,635.30)	.41	1,854,635.71	(45235

CITY OF KETCHUM
BALANCE SHEET
FEBRUARY 28, 2025

WAGON DAYS FUND

ASSETS

02-1000-0000	CASH - COMBINED	39,786.64	
02-1510-0000	INVESTMENTS--WAGON DAYS #1625	11,197.66	
02-1520-0000	WAGON DAYS- US BANK #2315	17,170.03	
	TOTAL ASSETS		68,154.33

LIABILITIES AND EQUITY

LIABILITIES

02-2030-0000	ACCOUNTS PAYABLE	(250.00)	
	TOTAL LIABILITIES		(250.00)

FUND EQUITY

	UNAPPROPRIATED FUND BALANCE:		
02-2710-0000	WAGON DAYS FUND BALANCE	5,263.59	
	REVENUE OVER EXPENDITURES - YTD	63,140.74	
	BALANCE - CURRENT DATE	68,404.33	
	TOTAL FUND EQUITY		68,404.33
	TOTAL LIABILITIES AND EQUITY		68,154.33

CITY OF KETCHUM
REVENUES WITH COMPARISON TO BUDGET
FOR THE 5 MONTHS ENDING FEBRUARY 28, 2025

WAGON DAYS FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
	<u>WAGON DAYS REVENUE</u>					
02-3400-1100	WAGON DAYS FEES	.00	1,500.00	1,500.00	.00	100.0
02-3400-6700	SALES-SOUVENIRS,TICKET,PICNIC	.00	.00	6,000.00	6,000.00	.0
	<u>TOTAL WAGON DAYS REVENUE</u>	<u>.00</u>	<u>1,500.00</u>	<u>7,500.00</u>	<u>6,000.00</u>	<u>20.0</u>
	<u>MISCELLANEOUS REVENUE</u>					
02-3700-1000	INTEREST EARNINGS	5,598.83	5,695.35	150.00	(5,545.35)	3796.9
02-3700-3600	REFUNDS & REIMBURSEMENTS	.00	2,100.00	.00	(2,100.00)	.0
02-3700-6500	SPONSORSHIPS	.00	7,507.96	10,000.00	2,492.04	75.1
02-3700-7000	RESERVED SEATING	.00	.00	3,500.00	3,500.00	.0
02-3700-8722	TRANSFER FROM LOT	22,237.51	69,520.83	166,850.00	97,329.17	41.7
	<u>TOTAL MISCELLANEOUS REVENUE</u>	<u>27,836.34</u>	<u>84,824.14</u>	<u>180,500.00</u>	<u>95,675.86</u>	<u>47.0</u>
	<u>TOTAL FUND REVENUE</u>	<u>27,836.34</u>	<u>86,324.14</u>	<u>188,000.00</u>	<u>101,675.86</u>	<u>45.9</u>

CITY OF KETCHUM
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 5 MONTHS ENDING FEBRUARY 28, 2025

WAGON DAYS FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>WAGON DAYS EXPENDITURES</u>					
PERSONAL SERVICES:					
02-4530-2900 AWARDS	.00	.00	5,300.00	5,300.00	.0
TOTAL PERSONAL SERVICES	.00	.00	5,300.00	5,300.00	.0
MATERIALS AND SERVICES:					
02-4530-3100 OFFICE SUPPLIES & POSTAGE	.00	1,863.00	400.00	(1,463.00)	465.8
02-4530-3200 OPERATING SUPPLIES	198.00	198.00	9,000.00	8,802.00	2.2
02-4530-3250 SOUVENIRS SUPPLIES	.00	850.00	6,500.00	5,650.00	13.1
02-4530-3310 STATE SALES TAX	.00	212.82	800.00	587.18	26.6
02-4530-4200 PROFESSIONAL SERVICES	.00	14,444.44	72,000.00	57,555.56	20.1
02-4530-4210 PARADE PARTCPNT/FIDDLERS/POETS	.00	.00	50,000.00	50,000.00	.0
02-4530-4220 GRAND MARSHAL DINNER	130.65	130.65	5,500.00	5,369.35	2.4
02-4530-4230 HISTORY/CHILDREN'S ACTIVITIES	.00	71.00	5,000.00	4,929.00	1.4
02-4530-4240 CONCERT	.00	.00	21,000.00	21,000.00	.0
02-4530-4400 ADVERTISING & LEGAL PUBLICATIO	.00	5,054.64	8,000.00	2,945.36	63.2
02-4530-5210 SOLID WASTE COLLECTION	.00	358.85	4,500.00	4,141.15	8.0
TOTAL MATERIAL AND SERVICES	328.65	23,183.40	182,700.00	159,516.60	12.7
TOTAL WAGON DAYS EXPENDITURES	328.65	23,183.40	188,000.00	164,816.60	12.3
TOTAL FUND EXPENDITURES	328.65	23,183.40	188,000.00	164,816.60	12.3
NET REVENUE OVER EXPENDITURES	27,507.69	63,140.74	.00	(63,140.74)	.0

CITY OF KETCHUM
BALANCE SHEET
FEBRUARY 28, 2025

GENERAL CAPITAL IMPROVEMENT FD

ASSETS

03-1000-0000	CASH - COMBINED	1,738,437.14	
03-1510-0000	INVESTMENTS--GEN CIP #2572	3,808,049.78	
	TOTAL ASSETS		5,546,486.92

LIABILITIES AND EQUITY

LIABILITIES

03-2030-0000	ACCOUNTS PAYABLE	(50.00)	
	TOTAL LIABILITIES		(50.00)

FUND EQUITY

	UNAPPROPRIATED FUND BALANCE:		
03-2710-0000	GEN CAPITAL IMPRVMT BALANCE	5,250,319.45	
	REVENUE OVER EXPENDITURES - YTD	296,217.47	
	BALANCE - CURRENT DATE	5,546,536.92	
	TOTAL FUND EQUITY		5,546,536.92
	TOTAL LIABILITIES AND EQUITY		5,546,486.92

CITY OF KETCHUM
REVENUES WITH COMPARISON TO BUDGET
FOR THE 5 MONTHS ENDING FEBRUARY 28, 2025

GENERAL CAPITAL IMPROVEMENT FD

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
	<u>GENERAL CIP REVENUE</u>					
03-3100-6100	IDAHO POWER FRANCHISE	.00	147,133.20	300,000.00	152,866.80	49.0
	TOTAL GENERAL CIP REVENUE	.00	147,133.20	300,000.00	152,866.80	49.0
	<u>SOURCE 3400</u>					
03-3400-7200	STREET IMPACT FEES	.00	8,984.00	.00 (	8,984.00)	.0
03-3400-7210	PARKS & RECREATION IMPACT FEE	.00	2,094.00	.00 (	2,094.00)	.0
03-3400-7220	FIRE & RESCUE IMPACT FEES	.00	4,184.00	.00 (	4,184.00)	.0
03-3400-7230	POLICE IMPACT FEES	.00	208.00	.00 (	208.00)	.0
	TOTAL SOURCE 3400	.00	15,470.00	.00 (	15,470.00)	.0
	<u>MISCELLANEOUS REVENUE</u>					
03-3700-1000	INTEREST EARNINGS	15,790.03	102,514.71	.00 (	102,514.71)	.0
03-3700-3600	REFUNDS & REIMBURSEMENTS	44,185.00	62,916.00	62,501.00 (	415.00)	100.7
03-3700-3610	WOOD RIVER LAND TRUST REIMB	.00	38,395.60	.00 (	38,395.60)	.0
03-3700-3650	FIRE DEPARTMENT DONATIONS	145.00	20,145.00	.00 (	20,145.00)	.0
03-3700-8701	TRANSFER FROM GENERAL FUND	.00	847,677.00	847,677.00	.00	100.0
03-3700-8722	TRANSFER FROM LOT FUND	21,875.00	1,109,375.00	1,262,500.00	153,125.00	87.9
03-3700-8795	OTHER DONATIONS & REIMBURSEMEN	.00	.00	150,000.00	150,000.00	.0
03-3700-8798	URA FUNDING	.00	.00	1,315,000.00	1,315,000.00	.0
	TOTAL MISCELLANEOUS REVENUE	81,995.03	2,181,023.31	3,637,678.00	1,456,654.69	60.0
	<u>FUND BALANCE</u>					
03-3800-9000	FUND BALANCE	.00	.00	3,596,733.00	3,596,733.00	.0
	TOTAL FUND BALANCE	.00	.00	3,596,733.00	3,596,733.00	.0
	TOTAL FUND REVENUE	81,995.03	2,343,626.51	7,534,411.00	5,190,784.49	31.1

CITY OF KETCHUM
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 5 MONTHS ENDING FEBRUARY 28, 2025

GENERAL CAPITAL IMPROVEMENT FD

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>GENERAL CIP EXPENDITURES</u>						
CAPITAL OUTLAY:						
03-4193-7110	DOWNTOWN CORE SIDEWALK INFILL	18,835.00	47,342.50	900,000.00	852,657.50	5.3
03-4193-7135	MAIN STREET REHAB	31,561.11	1,007,394.77	3,492,204.00	2,484,809.23	28.9
03-4193-7145	5TH STREET SIDEWALK REPLACE	2,290.00	2,290.00	.00	(2,290.00)	.0
03-4193-7150	BIKE NETWORK IMPROVEMENTS	10,743.50	10,743.50	80,000.00	69,256.50	13.4
03-4193-7180	POWER LINE UNDERGROUNDING	3,450.00	703,450.00	700,632.00	(2,818.00)	100.4
03-4193-7200	TECHNOLOGY UPGRADES	4,001.97	59,425.51	199,575.00	140,149.49	29.8
03-4193-7205	WEBSITE REBUILD	.00	.00	60,000.00	60,000.00	.0
03-4193-7210	SUSTAINABILITY	.00	2,900.84	50,000.00	47,099.16	5.8
03-4193-7500	PARKING MANAGEMENT	.00	.00	95,000.00	95,000.00	.0
03-4193-7607	SIDEWALK CURB AND GUTTER	.00	8,038.00	115,000.00	106,962.00	7.0
03-4193-7611	PAVEMENT MANAGEMENT PROG	690.75	690.75	250,000.00	249,309.25	.3
TOTAL CAPITAL OUTLAY		71,572.33	1,842,275.87	5,942,411.00	4,100,135.13	31.0
OTHER EXPENDITURES:						
03-4193-9930	GENERAL FUND CIP CONTINGENCY	.00	960.00	.00	(960.00)	.0
TOTAL OTHER EXPENDITURES		.00	960.00	.00	(960.00)	.0
TOTAL GENERAL CIP EXPENDITURES		71,572.33	1,843,235.87	5,942,411.00	4,099,175.13	31.0

CITY OF KETCHUM
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 5 MONTHS ENDING FEBRUARY 28, 2025

GENERAL CAPITAL IMPROVEMENT FD

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>FACILITY MAINT CIP EXPENDITURE</u>					
CAPITAL OUTLAY:					
03-4194-7000 WARM SPRINGS PRESERVE PHASE I	.00	35,725.75	.00 (	35,725.75)	.0
03-4194-7110 FORD RANGER	.00	.00	35,000.00	35,000.00	.0
03-4194-7120 ATKINSON PARK IRRIG UPGRADES	.00	.00	50,000.00	50,000.00	.0
03-4194-7132 GUY COLES SKATE PARK	.00	.00	125,000.00	125,000.00	.0
03-4194-7135 FOREST SRV PARK RENOVATION	.00	.00	200,000.00	200,000.00	.0
03-4194-7140 BONNING CABIN PRESERVATION	.00	28,974.00	50,000.00	21,026.00	58.0
03-4194-7152 FARNLUN PARK ENHANCEMENTS	.00	.00	25,000.00	25,000.00	.0
03-4194-7155 ROTARY PARK REHABILATION	.00	.00	124,500.00	124,500.00	.0
03-4194-7156 ORE WAGON R&M	.00	.00	170,000.00	170,000.00	.0
03-4194-7160 TOWNE SQUARE DESIGN SCOPE	.00	56,000.00	100,000.00	44,000.00	56.0
03-4194-7170 TRASH CANS (CITYWIDE) REPLACE	4,150.00	4,150.00	20,000.00	15,850.00	20.8
03-4194-7180 WATER CONSERVATION UPGRADES	.00	.00	20,000.00	20,000.00	.0
03-4194-7200 SOLAR (FIRE)	.00	.00	200,000.00	200,000.00	.0
03-4194-7602 MOWER REPLACEMENT	.00	.00	34,000.00	34,000.00	.0
03-4194-7603 GRAVELY ZERO TURN MOWER	.00	.00	16,000.00	16,000.00	.0
TOTAL CAPITAL OUTLAY	4,150.00	124,849.75	1,169,500.00	1,044,650.25	10.7
TOTAL FACILITY MAINT CIP EXPENDITURE	4,150.00	124,849.75	1,169,500.00	1,044,650.25	10.7

CITY OF KETCHUM
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 5 MONTHS ENDING FEBRUARY 28, 2025

GENERAL CAPITAL IMPROVEMENT FD

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	<u>POLICE CIP EXPENDITURES</u>					
	CAPITAL OUTLAY:					
03-4210-7100	POLICE VEHICLE (NEW)	.00	.00	60,000.00	60,000.00	.0
	TOTAL CAPITAL OUTLAY	.00	.00	60,000.00	60,000.00	.0
	TOTAL POLICE CIP EXPENDITURES	.00	.00	60,000.00	60,000.00	.0

CITY OF KETCHUM
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 5 MONTHS ENDING FEBRUARY 28, 2025

GENERAL CAPITAL IMPROVEMENT FD

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>FIRE & RESCUE CIP EXPENDITURES</u>					
CAPITAL OUTLAY:					
03-4230-7100 UTILITY/PICK-UP TRUCK	.00	.00	110,000.00	110,000.00	.0
03-4230-7115 FIREFIGHTIN EQ (TOOLS)	.00	2,855.41	15,000.00	12,144.59	19.0
03-4230-7120 RADIOS (PORTABLE)	.00	612.35	14,000.00	13,387.65	4.4
03-4230-7125 RESCUE (CITY PROVIDED)	.00	344.71	30,000.00	29,655.29	1.2
03-4230-7130 PPE (TURNOUT GEAR)	1,557.33	8,970.37	32,000.00	23,029.63	28.0
03-4230-7135 MEDICAL (CITY PROVIDED)	.00	.00	4,000.00	4,000.00	.0
03-4230-7140 SHOP TOOLS	.00	676.12	2,500.00	1,823.88	27.0
03-4230-7150 ENFORCER PUC PUMPER KB790	(140,801.73)	.00	.00	.00	.0
TOTAL CAPITAL OUTLAY	(139,244.40)	13,458.96	207,500.00	194,041.04	6.5
TOTAL FIRE & RESCUE CIP EXPENDITURES	(139,244.40)	13,458.96	207,500.00	194,041.04	6.5

CITY OF KETCHUM
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 5 MONTHS ENDING FEBRUARY 28, 2025

GENERAL CAPITAL IMPROVEMENT FD

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>STREETS CIP EXPENDITURES</u>						
CAPITAL OUTLAY:						
03-4310-7125	ELGIN EAGLE - SWEEPER	.00	.00	50,000.00	50,000.00	.0
03-4310-7140	140 GRADER (TBD) - (LEASE/PURC	.00	56,620.74	50,000.00	(6,620.74)	113.2
03-4310-7150	CAPITAL EQUIPMENT	.00	9,060.00	.00	(9,060.00)	.0
03-4310-7600	DODGE DURANGO (2001)	.00	.00	35,000.00	35,000.00	.0
TOTAL CAPITAL OUTLAY		.00	65,680.74	135,000.00	69,319.26	48.7
TOTAL STREETS CIP EXPENDITURES		.00	65,680.74	135,000.00	69,319.26	48.7

CITY OF KETCHUM
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 5 MONTHS ENDING FEBRUARY 28, 2025

GENERAL CAPITAL IMPROVEMENT FD

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>RECREATION CIP EXPENDITURES</u>					
CAPITAL OUTLAY:					
03-4510-7125 PUMP PARK OVERHAUL	183.72	183.72	.00 (	183.72)	.0
03-4510-7130 JOHN DEER GATOR	.00	.00	20,000.00	20,000.00	.0
TOTAL CAPITAL OUTLAY	183.72	183.72	20,000.00	19,816.28	.9
TOTAL RECREATION CIP EXPENDITURES	183.72	183.72	20,000.00	19,816.28	.9
TOTAL FUND EXPENDITURES	(63,338.35)	2,047,409.04	7,534,411.00	5,487,001.96	27.2
NET REVENUE OVER EXPENDITURES	145,333.38	296,217.47	.00 (	296,217.47)	.0

CITY OF KETCHUM
BALANCE SHEET
FEBRUARY 28, 2025

ORIGINAL LOT FUND

ASSETS

22-1000-0000	CASH - COMBINED	(	371,657.80)	
22-1050-0000	TAXES RECEIVABLE		321,696.75	
22-1510-0000	INVESTMENTS-LOT #3183		356,470.16	
TOTAL ASSETS				306,509.11

LIABILITIES AND EQUITY

LIABILITIES

22-2030-0000	ACCOUNTS PAYABLE	(	1,500.00)	
TOTAL LIABILITIES			(	1,500.00)

FUND EQUITY

UNAPPROPRIATED FUND BALANCE:				
22-2710-0000	FUND BALANCE		1,362,693.70	
	REVENUE OVER EXPENDITURES - YTD	(	1,054,684.59)	
BALANCE - CURRENT DATE			308,009.11	
TOTAL FUND EQUITY				308,009.11
TOTAL LIABILITIES AND EQUITY				306,509.11

CITY OF KETCHUM
REVENUES WITH COMPARISON TO BUDGET
FOR THE 5 MONTHS ENDING FEBRUARY 28, 2025

ORIGINAL LOT FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
	<u>ORIGINAL LOT TAX</u>					
22-3100-3000	ORIGINAL LOT TAX	279,423.12	1,551,539.59	3,195,890.00	1,644,350.41	48.6
	TOTAL ORIGINAL LOT TAX	279,423.12	1,551,539.59	3,195,890.00	1,644,350.41	48.6
	<u>MISCELLANEOUS REVENUE</u>					
22-3700-1000	INTEREST EARNINGS	1,364.80	7,158.43	.00	(7,158.43)	.0
22-3700-3600	REFUNDS & REIMBURSEMENTS	.00	1,400.00	.00	(1,400.00)	.0
22-3700-8725	TRANSFR FROM ADDITIONAL 1%-LOT	4,078.75	20,393.75	48,945.00	28,551.25	41.7
	TOTAL MISCELLANEOUS REVENUE	5,443.55	28,952.18	48,945.00	19,992.82	59.2
	<u>FUND BALANCE</u>					
22-3800-9000	FUND BALANCE	.00	.00	1,358,391.00	1,358,391.00	.0
	TOTAL FUND BALANCE	.00	.00	1,358,391.00	1,358,391.00	.0
	TOTAL FUND REVENUE	284,866.67	1,580,491.77	4,603,226.00	3,022,734.23	34.3

CITY OF KETCHUM
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 5 MONTHS ENDING FEBRUARY 28, 2025

ORIGINAL LOT FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>ORIGINAL LOT TAX</u>					
MATERIALS AND SERVICES:					
22-4910-3610 PROCESSING FEE XBP	.00	787.84	1,000.00	212.16	78.8
22-4910-4200 PROFESSIONAL SERVICES	.00	.00	21,591.00	21,591.00	.0
22-4910-5000 ADMINISTRATIVE EXPENSE-GEN FND	416.67	2,083.35	5,000.00	2,916.65	41.7
22-4910-6060 EVENTS/PROMOTIONS	689.90	24,222.51	115,195.00	90,972.49	21.0
22-4910-6070 SVED	.00	.00	15,000.00	15,000.00	.0
22-4910-6075 IDAHO DARK SKY ALLIANCE	2,500.00	2,500.00	2,500.00	.00	100.0
22-4910-6080 MOUNTAIN RIDES	206,000.00	412,000.00	824,000.00	412,000.00	50.0
22-4910-6085 FRIENDS OF THE SAWTOOTH NF	.00	.00	5,000.00	5,000.00	.0
22-4910-6090 CONSOLIDATED DISPATCH	.00	178,127.48	180,512.00	2,384.52	98.7
22-4910-6095 MOUNTAIN HUMANE	.00	3,226.00	4,078.00	852.00	79.1
TOTAL MATERIAL AND SERVICES	209,606.57	622,947.18	1,173,876.00	550,928.82	53.1
OTHER EXPENDITURES:					
22-4910-8801 REIMBURSE GF POLICE/FIRE/AMB	166,666.67	833,333.35	2,000,000.00	1,166,666.65	41.7
22-4910-8802 TRNSFR TO WAGON DAYS FUND	22,237.51	69,520.83	166,850.00	97,329.17	41.7
22-4910-8803 TRANSFER TO GENERAL CIP	21,875.00	1,109,375.00	1,262,500.00	153,125.00	87.9
TOTAL OTHER EXPENDITURES	210,779.18	2,012,229.18	3,429,350.00	1,417,120.82	58.7
TOTAL ORIGINAL LOT TAX	420,385.75	2,635,176.36	4,603,226.00	1,968,049.64	57.3
TOTAL FUND EXPENDITURES	420,385.75	2,635,176.36	4,603,226.00	1,968,049.64	57.3
NET REVENUE OVER EXPENDITURES	(135,519.08)	(1,054,684.59)	.00	1,054,684.59	.0

CITY OF KETCHUM
BALANCE SHEET
FEBRUARY 28, 2025

ADDITIONAL1%-LOT FUND

ASSETS

25-1000-0000	CASH - COMBINED		434,706.58	
	TOTAL ASSETS			434,706.58

LIABILITIES AND EQUITY

FUND EQUITY

	UNAPPROPRIATED FUND BALANCE:			
25-2710-0000	FUND BALANCE	349,124.86		
	REVENUE OVER EXPENDITURES - YTD	85,581.72		
	BALANCE - CURRENT DATE		434,706.58	
	TOTAL FUND EQUITY			434,706.58
	TOTAL LIABILITIES AND EQUITY			434,706.58

CITY OF KETCHUM
REVENUES WITH COMPARISON TO BUDGET
FOR THE 5 MONTHS ENDING FEBRUARY 28, 2025

ADDITIONAL 1%-LOT FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
	<u>ADDITIONAL 1%-LOT</u>					
25-3100-3010	ADDITIONAL 1%	228,559.17	1,188,690.86	2,447,253.00	1,258,562.14	48.6
	TOTAL ADDITIONAL 1%-LOT	228,559.17	1,188,690.86	2,447,253.00	1,258,562.14	48.6
	<u>FUND BALANCE</u>					
25-3800-9000	FUND BALANCE	.00	.00	299,125.00	299,125.00	.0
	TOTAL FUND BALANCE	.00	.00	299,125.00	299,125.00	.0
	TOTAL FUND REVENUE	228,559.17	1,188,690.86	2,746,378.00	1,557,687.14	43.3

CITY OF KETCHUM
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 5 MONTHS ENDING FEBRUARY 28, 2025

ADDITIONAL 1%-LOT FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	<u>ADDITIONAL 1%-LOT</u>					
	MATERIALS AND SERVICES:					
25-4910-4220	SUN VALLEY AIR SERVICE BOARD	210,021.02	508,763.70	1,199,154.00	690,390.30	42.4
25-4910-4240	SVASB RELEASE FUND BALANCE	.00	.00	299,125.00	299,125.00	.0
	TOTAL MATERIAL AND SERVICES	210,021.02	508,763.70	1,498,279.00	989,515.30	34.0
	OTHER EXPENDITURES:					
25-4910-8822	TRANSFER TO ORIG LOT-DIR COST	4,078.75	20,393.75	48,945.00	28,551.25	41.7
25-4910-8824	TRANSFER TO HOUSING	110,200.84	573,951.69	1,199,154.00	625,202.31	47.9
	TOTAL OTHER EXPENDITURES	114,279.59	594,345.44	1,248,099.00	653,753.56	47.6
	TOTAL ADDITIONAL 1%-LOT	324,300.61	1,103,109.14	2,746,378.00	1,643,268.86	40.2
	TOTAL FUND EXPENDITURES	324,300.61	1,103,109.14	2,746,378.00	1,643,268.86	40.2
	NET REVENUE OVER EXPENDITURES	(95,741.44)	85,581.72	.00	(85,581.72)	.0

CITY OF KETCHUM
BALANCE SHEET
FEBRUARY 28, 2025

FIRE BOND FUND

ASSETS

41-1000-0000	CASH - COMBINED	274,071.32	
41-1050-0000	TAXES RECEIVABLE--CURRENT	5,738.43	
	TOTAL ASSETS		279,809.75

LIABILITIES AND EQUITY

FUND EQUITY

	UNAPPROPRIATED FUND BALANCE:		
41-2710-0000	FUND BALANCE	(1,883.51)	
	REVENUE OVER EXPENDITURES - YTD	281,693.26	
	BALANCE - CURRENT DATE	279,809.75	
	TOTAL FUND EQUITY		279,809.75
	TOTAL LIABILITIES AND EQUITY		279,809.75

CITY OF KETCHUM
REVENUES WITH COMPARISON TO BUDGET
FOR THE 5 MONTHS ENDING FEBRUARY 28, 2025

FIRE BOND FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
	<u>PROPERTY TAX</u>					
41-3100-1000	PROPERTY TAX GO LEVY	20,400.18	410,562.43	617,019.00	206,456.57	66.5
41-3100-9000	PENALTY & INTEREST ON TAXES	349.19	640.21	.00	(640.21)	.0
	TOTAL PROPERTY TAX	20,749.37	411,202.64	617,019.00	205,816.36	66.6
	TOTAL FUND REVENUE	20,749.37	411,202.64	617,019.00	205,816.36	66.6

CITY OF KETCHUM
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 5 MONTHS ENDING FEBRUARY 28, 2025

FIRE BOND FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	<u>FIRE BOND FUND EXP/TRNFRS</u>					
	MATERIALS AND SERVICES:					
41-4800-4205	PROF SERVICES PAYING AGENT	.00	.00	3,000.00	3,000.00	.0
	TOTAL MATERIAL AND SERVICES	.00	.00	3,000.00	3,000.00	.0
	OTHER EXPENDITURES:					
41-4800-8100	DEBT SRVC ACCT PRINCIPL-FIRE	129,509.38	129,509.38	355,000.00	225,490.62	36.5
41-4800-8200	DEBT SRVC ACCT INTEREST-FIRE	.00	.00	259,019.00	259,019.00	.0
	TOTAL OTHER EXPENDITURES	129,509.38	129,509.38	614,019.00	484,509.62	21.1
	TOTAL FIRE BOND FUND EXP/TRNFRS	129,509.38	129,509.38	617,019.00	487,509.62	21.0
	TOTAL FUND EXPENDITURES	129,509.38	129,509.38	617,019.00	487,509.62	21.0
	NET REVENUE OVER EXPENDITURES	(108,760.01)	281,693.26	.00	(281,693.26)	.0

CITY OF KETCHUM
BALANCE SHEET
FEBRUARY 28, 2025

IN-LIEU HOUSING FUND

ASSETS

52-1000-0000	CASH - COMBINED	(	335,803.34)	
52-1515-0000	INVESTMENTS--IN-LIEU HOUS#3044		954,635.45	

TOTAL ASSETS				618,832.11
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LIABILITIES AND EQUITY

FUND EQUITY

UNAPPROPRIATED FUND BALANCE:				
52-2710-0000	FUND BALANCE		1,779,661.65	
	REVENUE OVER EXPENDITURES - YTD	(	1,160,829.54)	
BALANCE - CURRENT DATE			618,832.11	
TOTAL FUND EQUITY				618,832.11
TOTAL LIABILITIES AND EQUITY				618,832.11

CITY OF KETCHUM
REVENUES WITH COMPARISON TO BUDGET
FOR THE 5 MONTHS ENDING FEBRUARY 28, 2025

IN-LIEU HOUSING FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
	<u>MISCELLANEOUS REVENUE</u>					
52-3700-1000	INTEREST EARNINGS	3,654.96	19,170.46	5,000.00	(14,170.46)	383.4
52-3700-7500	IN-LIEU-AFFORDABLE HOUSING FEE	.00	.00	300,000.00	300,000.00	.0
	TOTAL MISCELLANEOUS REVENUE	3,654.96	19,170.46	305,000.00	285,829.54	6.3
	<u>FUND BALANCE</u>					
52-3800-9000	FUND BALANCE	.00	.00	2,089,874.00	2,089,874.00	.0
	TOTAL FUND BALANCE	.00	.00	2,089,874.00	2,089,874.00	.0
	TOTAL FUND REVENUE	3,654.96	19,170.46	2,394,874.00	2,375,703.54	.8

CITY OF KETCHUM
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 5 MONTHS ENDING FEBRUARY 28, 2025

IN-LIEU HOUSING FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	<u>IN-LIEU HOUSING EXPENDITURES</u>					
	CAPITAL OUTLAY:					
52-4410-7116	BLUEBIRD VILLAGE HOUSING	20,000.00	680,000.00	680,000.00	.00	100.0
	TOTAL CAPITAL OUTLAY	20,000.00	680,000.00	680,000.00	.00	100.0
	OTHER EXPENDITURES:					
52-4410-8899	TRANSFER TO HOUSING FUND	.00	500,000.00	500,000.00	.00	100.0
52-4410-9930	COM.HOUSING OP. CONTINGENCY	.00	.00	1,214,874.00	1,214,874.00	.0
	TOTAL OTHER EXPENDITURES	.00	500,000.00	1,714,874.00	1,214,874.00	29.2
	TOTAL IN-LIEU HOUSING EXPENDITURES	20,000.00	1,180,000.00	2,394,874.00	1,214,874.00	49.3
	TOTAL FUND EXPENDITURES	20,000.00	1,180,000.00	2,394,874.00	1,214,874.00	49.3
	NET REVENUE OVER EXPENDITURES	(16,345.04)	(1,160,829.54)	.00	1,160,829.54	.0

CITY OF KETCHUM
BALANCE SHEET
FEBRUARY 28, 2025

COMMUNITY HOUSING

ASSETS

54-1000-0000	CASH - COMBINED	1,766,736.72	
	TOTAL ASSETS		1,766,736.72

LIABILITIES AND EQUITY

LIABILITIES

54-2030-0000	ACCOUNTS PAYABLE	(132.15)	
54-2300-0000	DEPOSITS-SEC DEP LTL	625.00	
	TOTAL LIABILITIES		492.85

FUND EQUITY

	UNAPPROPRIATED FUND BALANCE:		
54-2710-0000	FUND BALANCE	128,743.70	
	REVENUE OVER EXPENDITURES - YTD	1,637,500.17	
	BALANCE - CURRENT DATE	1,766,243.87	
	TOTAL FUND EQUITY		1,766,243.87
	TOTAL LIABILITIES AND EQUITY		1,766,736.72

CITY OF KETCHUM
REVENUES WITH COMPARISON TO BUDGET
FOR THE 5 MONTHS ENDING FEBRUARY 28, 2025

COMMUNITY HOUSING

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
	<u>COMMUNITY HOUSING REVENUE</u>					
54-3700-2000	LIFT TOWER LODGE RENTS	27,617.81	44,076.81	94,836.00	50,759.19	46.5
54-3700-2010	291 N 2ND AVE RENTS	5,595.20	5,595.20	.00 (	5,595.20)	.0
54-3700-2020	DEED RESTRICTION RENTS	2,800.00	11,200.00	.00 (	11,200.00)	.0
54-3700-3600	REFUNDS & REIMBURSEMENTS(BCHA)	30,082.88	217,353.83	252,055.00	34,701.17	86.2
54-3700-3610	REFUNDS & REIM BLAINE COUNTY	.00	38,625.00	150,000.00	111,375.00	25.8
54-3700-3620	MISCELLANEOUS REVENUE	.00	568,491.69	.00 (	568,491.69)	.0
54-3700-4000	DEED RESTRICTED PROP SALE	.00	.00	378,000.00	378,000.00	.0
54-3700-8701	TRANSFER FROM GENERAL FUND	.00	500,000.00	500,000.00	.00	100.0
54-3700-8705	TRANSFER FROM ADDITIONAL .50%	110,200.84	573,951.69	1,199,154.00	625,202.31	47.9
54-3700-8730	TRANSFER FROM IN-LIEU FUND	.00	500,000.00	500,000.00	.00	100.0
	TOTAL COMMUNITY HOUSING REVENUE	176,296.73	2,459,294.22	3,074,045.00	614,750.78	80.0
	TOTAL FUND REVENUE	176,296.73	2,459,294.22	3,074,045.00	614,750.78	80.0

CITY OF KETCHUM
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 5 MONTHS ENDING FEBRUARY 28, 2025

COMMUNITY HOUSING

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>COMMUNITY HOUSING EXPENSE</u>					
PERSONAL SERVICES:					
54-4410-1000 SALARIES	43,270.16	167,474.21	692,968.00	525,493.79	24.2
54-4410-1500 PART-TIME SALARIES	1,359.21	11,096.27	.00 (	11,096.27)	.0
54-4410-2100 FICA TAXES-CITY	3,335.54	13,319.71	.00 (	13,319.71)	.0
54-4410-2200 STATE RETIREMENT-CITY	5,190.46	21,209.80	.00 (	21,209.80)	.0
54-4410-2400 WORKMEN'S COMPENSATION-CITY	60.78	388.08	.00 (	388.08)	.0
54-4410-2500 HEALTH INSURANCE-CITY	12,612.08	47,285.69	.00 (	47,285.69)	.0
54-4410-2505 HEALTH REIMBURSEMENT ACCT(HRA)	492.45	1,537.05	.00 (	1,537.05)	.0
54-4410-2510 DENTAL INSURANCE-CITY	371.92	1,379.88	.00 (	1,379.88)	.0
54-4410-2515 VISION REIMBURSEMENT ACCT(HRA)	188.52	679.61	.00 (	679.61)	.0
54-4410-2600 LONG TERM DISABILITY	195.29	823.37	.00 (	823.37)	.0
TOTAL PERSONAL SERVICES	67,076.41	265,193.67	692,968.00	427,774.33	38.3
MATERIALS AND SERVICES:					
54-4410-3100 GENERAL OFFICE	297.88	2,802.57	11,500.00	8,697.43	24.4
54-4410-3200 LIFT TOWER LODGE OPERATIONS	1,319.06	4,988.81	89,200.00	84,211.19	5.6
54-4410-4200 PROFESSIONAL SERVICES	5,953.58	36,781.09	75,000.00	38,218.91	49.0
54-4410-4210 LEASE TO LOCALS INCENTIVES	16,250.00	31,750.00	200,000.00	168,250.00	15.9
54-4410-4215 LEASE TO LOCALS PROF SERVICES	.00	18,761.56	100,000.00	81,238.44	18.8
54-4410-4225 DEED RESTRICTIONS	730.71	131,764.54	1,085,635.00	953,870.46	12.1
54-4410-4250 LIFT TOWER LODGE PROFF SVCS	972.50	12,079.55	.00 (	12,079.55)	.0
54-4410-5200 LIFT TOWER LODGE UTILITIES	1,242.32	5,842.72	.00 (	5,842.72)	.0
54-4410-5900 LIFT TOWER LDG REPAIR & MAINT	203.12	11,821.54	.00 (	11,821.54)	.0
TOTAL MATERIAL AND SERVICES	26,969.17	256,592.38	1,561,335.00	1,304,742.62	16.4
OTHER EXPENDITURES:					
54-4410-8000 REIMBURSEMENT BCHA OP & PROG	97,493.87	300,008.00	357,495.00	57,487.00	83.9
54-4410-8010 REIMBURSE BCHA BLAINE CO CONTR	.00	.00	150,000.00	150,000.00	.0
54-4410-8030 REIMBURSE GENERAL FUND	.00	.00	230,517.00	230,517.00	.0
TOTAL OTHER EXPENDITURES	97,493.87	300,008.00	738,012.00	438,004.00	40.7
TOTAL COMMUNITY HOUSING EXPENSE	191,539.45	821,794.05	2,992,315.00	2,170,520.95	27.5
TOTAL FUND EXPENDITURES	191,539.45	821,794.05	2,992,315.00	2,170,520.95	27.5
NET REVENUE OVER EXPENDITURES	(15,242.72)	1,637,500.17	81,730.00	(1,555,770.17)	2003.6

CITY OF KETCHUM
BALANCE SHEET
FEBRUARY 28, 2025

WATER FUND

ASSETS

63-1000-0000	CASH - COMBINED	752,577.52	
63-1150-0000	ACCTS RCVBL--WATER	35,671.67	
63-1510-0000	INVESTMENTS-WATER FUND #976	3,516,557.62	
63-1610-0000	FIXED ASSETS--LAND	15,380.00	
63-1620-0000	FIXED ASSETS--BUILDINGS	13,210,514.35	
63-1630-0000	ACCUM DEPRN--BUILDINGS	(8,287,273.25)	
63-1660-0000	FIXED ASSETS--MACHINERY & EQUI	1,341,870.88	
63-1670-0000	ACCUM DEPRN--MACHINERY & EQUIP	(430,283.54)	
63-1800-0000	DEFERRED OUTFLOWS OF RESOURCES	53,662.86	
63-1900-0000	UNAMORTIZED BOND DISCOUNT 2016	11,319.77	
TOTAL ASSETS			10,219,997.88

LIABILITIES AND EQUITY

LIABILITIES

63-2300-0000	ACCRUED INTEREST PAYABLE	4,696.54	
63-2330-0000	BONDS PAYABLE-2015B	2,080,000.00	
63-2340-0000	WA REFNDING BONDS PAYABLE 2016	501,000.00	
63-2390-0000	COMPENSATED ABSENCES PAYABLE	49,473.77	
63-2395-0000	NET PENSION LIABILITY	269,901.85	
63-2500-0000	UNAMORTIZED BOND PREMIUM	146,950.83	
TOTAL LIABILITIES			3,052,022.99

FUND EQUITY

UNAPPROPRIATED FUND BALANCE:			
63-2710-0000	WATER FUND BALANCE	308,928.61	
63-2720-0000	RETAINED EARNINGS	6,585,036.55	
	REVENUE OVER EXPENDITURES - YTD	274,009.73	
BALANCE - CURRENT DATE		7,167,974.89	
TOTAL FUND EQUITY			7,167,974.89
TOTAL LIABILITIES AND EQUITY			10,219,997.88

CITY OF KETCHUM
REVENUES WITH COMPARISON TO BUDGET
FOR THE 5 MONTHS ENDING FEBRUARY 28, 2025

WATER FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
	<u>WATER REVENUE</u>					
63-3400-6100	WATER CHARGES	.00	995,528.95	2,723,222.25	1,727,693.30	36.6
63-3400-6600	WA CONNECT FEE/FIRELINE/METER	.00	.00	23,000.00	23,000.00	.0
	TOTAL WATER REVENUE	.00	995,528.95	2,746,222.25	1,750,693.30	36.3
	<u>MISCELLANEOUS REVENUE</u>					
63-3700-1000	INTEREST EARNINGS	13,463.66	70,617.58	10,000.00	(60,617.58)	706.2
63-3700-7000	MISCELLANEOUS REVENUE	.00	38,306.01	2,500.00	(35,806.01)	1532.2
	TOTAL MISCELLANEOUS REVENUE	13,463.66	108,923.59	12,500.00	(96,423.59)	871.4
	<u>FUND BALANCE</u>					
63-3800-9000	FUND BALANCE	.00	.00	56,186.00	56,186.00	.0
	TOTAL FUND BALANCE	.00	.00	56,186.00	56,186.00	.0
	TOTAL FUND REVENUE	13,463.66	1,104,452.54	2,814,908.25	1,710,455.71	39.2

CITY OF KETCHUM
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 5 MONTHS ENDING FEBRUARY 28, 2025

WATER FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>WATER EXPENDITURES</u>					
PERSONAL SERVICES:					
63-4340-1000 SALARIES-WATER	27,522.32	155,798.27	426,133.91	270,335.64	36.6
63-4340-1800 SHIFT COVERAGE ON CALL	1,917.95	7,621.93	20,000.00	12,378.07	38.1
63-4340-1900 OVERTIME	1,846.85	8,753.34	11,000.00	2,246.66	79.6
63-4340-2100 FICA TAXES-CITY	2,352.57	13,002.69	34,129.24	21,126.55	38.1
63-4340-2200 STATE RETIREMENT-CITY	3,741.95	20,592.05	54,673.22	34,081.17	37.7
63-4340-2400 WORKMEN'S COMPENSATION-CITY	507.08	2,798.97	11,513.00	8,714.03	24.3
63-4340-2500 HEALTH INSURANCE-CITY	7,568.91	35,726.70	194,162.80	158,436.10	18.4
63-4340-2505 HEALTH REIMBURSEMENT ACCT(HRA)	.00	424.00	12,429.17	12,005.17	3.4
63-4340-2510 DENTAL INSURANCE-CITY	218.49	1,075.69	4,870.92	3,795.23	22.1
63-4340-2515 VISION	119.18	533.98	.00 (	533.98)	.0
63-4340-2600 LONG TERM DISABILITY	169.76	848.80	2,701.10	1,852.30	31.4
TOTAL PERSONAL SERVICES	45,965.06	247,176.42	771,613.36	524,436.94	32.0
MATERIALS AND SERVICES:					
63-4340-3100 OFFICE SUPPLIES & POSTAGE	.00	.00	1,000.00	1,000.00	.0
63-4340-3120 DATA PROCESSING	600.03	1,802.94	6,000.00	4,197.06	30.1
63-4340-3200 OPERATING SUPPLIES	1,319.41	7,392.18	16,500.00	9,107.82	44.8
63-4340-3250 LABORATORY/ANALYSIS	.00	468.00	6,500.00	6,032.00	7.2
63-4340-3400 MINOR EQUIPMENT	.00	2,869.63	2,500.00 (	369.63)	114.8
63-4340-3500 MOTOR FUELS & LUBRICANTS	434.99	2,671.16	10,000.00	7,328.84	26.7
63-4340-3600 COMPUTER SOFTWARE	.00	2,483.96	10,000.00	7,516.04	24.8
63-4340-3800 CHEMICALS	493.01	2,019.25	10,000.00	7,980.75	20.2
63-4340-4200 PROFESSIONAL SERVICES	687.25	27,166.13	170,000.00	142,833.87	16.0
63-4340-4300 STATE & WA DISTRICT FEES	64,685.65	69,756.53	65,000.00 (	4,756.53)	107.3
63-4340-4600 INSURANCE	.00	14,259.29	19,000.00	4,740.71	75.1
63-4340-4800 DUES, SUBSCRIPTIONS, & MEMBERS	.00	252.00	1,000.00	748.00	25.2
63-4340-4900 PERSONNEL TRAINING/TRAVEL/MTG	.00	720.00	5,000.00	4,280.00	14.4
63-4340-5000 ADMINISTRATIVE EXPENSE-GEN FND	12,398.25	61,991.25	148,779.00	86,787.75	41.7
63-4340-5100 TELEPHONE & COMMUNICATIONS	769.94	3,235.05	12,000.00	8,764.95	27.0
63-4340-5200 UTILITIES	7,762.13	32,700.11	120,000.00	87,299.89	27.3
63-4340-5500 RIGHT-OF-WAY FEE (STREET DEPT)	11,346.76	56,733.80	136,161.11	79,427.31	41.7
63-4340-6000 REPAIR & MAINT-AUTO EQUIP	818.63	1,570.29	5,500.00	3,929.71	28.6
63-4340-6100 REPAIR & MAINT-MACH & EQUIP	6,574.51	36,283.97	60,000.00	23,716.03	60.5
63-4340-6910 OTHER PURCHASED SERVICES	.00	.00	10,000.00	10,000.00	.0
TOTAL MATERIAL AND SERVICES	107,890.56	324,375.54	814,940.11	490,564.57	39.8
CAPITAL OUTLAY:					
63-4340-7100 WATER EASEMENTS, LAND, ETC	.00	5,500.00	.00 (	5,500.00)	.0
63-4340-7900 DEPRECIATION EXPENSE	.00	.00	275,000.00	275,000.00	.0
TOTAL CAPITAL OUTLAY	.00	5,500.00	275,000.00	269,500.00	2.0
OTHER EXPENDITURES:					
63-4340-8801 REIMBURSE CITY GENERAL FUND	30,678.17	153,390.85	368,138.00	214,747.15	41.7
63-4340-8864 TRANSFER TO WA CAPITAL IMP FND	20,000.00	100,000.00	240,000.00	140,000.00	41.7
63-4340-9910 MERIT/COMPENSATION ADJUSTMENTS	.00	.00	35,000.00	35,000.00	.0
TOTAL OTHER EXPENDITURES	50,678.17	253,390.85	643,138.00	389,747.15	39.4

CITY OF KETCHUM
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 5 MONTHS ENDING FEBRUARY 28, 2025

WATER FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
TOTAL WATER EXPENDITURES	204,533.79	830,442.81	2,504,691.47	1,674,248.66	33.2

CITY OF KETCHUM
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 5 MONTHS ENDING FEBRUARY 28, 2025

WATER FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>WATER DEBT SERVICE EXPENDITRES</u>					
MATERIALS AND SERVICES:					
63-4800-4200 PROF.SERVICES-PAYING AGENT	.00	.00	500.00	500.00	.0
TOTAL MATERIAL AND SERVICES	.00	.00	500.00	500.00	.0
OTHER EXPENDITURES:					
63-4800-8300 DEBT SRVC ACCT PRINCIPAL-2015B	.00	.00	35,000.00	35,000.00	.0
63-4800-8400 DEBT SRVC ACCT INTEREST-2015B	.00	.00	104,000.00	104,000.00	.0
63-4800-8600 DEBT SRVC ACCT PRINCIPAL-2016	.00	.00	162,000.00	162,000.00	.0
63-4800-8700 DEBT SRVC ACCT INTEREST-2016	.00	.00	8,717.00	8,717.00	.0
TOTAL OTHER EXPENDITURES	.00	.00	309,717.00	309,717.00	.0
TOTAL WATER DEBT SERVICE EXPENDITRES	.00	.00	310,217.00	310,217.00	.0
TOTAL FUND EXPENDITURES	204,533.79	830,442.81	2,814,908.47	1,984,465.66	29.5
NET REVENUE OVER EXPENDITURES	(191,070.13)	274,009.73	(.22)	(274,009.95)	12454

CITY OF KETCHUM
BALANCE SHEET
FEBRUARY 28, 2025

WATER CAPITAL IMPROVEMENT FUND

ASSETS

64-1000-0000	CASH - COMBINED	176,520.89	
64-1510-0000	INVESTMENTS--WATER CIP #2138	704,519.59	
	TOTAL ASSETS		881,040.48

LIABILITIES AND EQUITY

FUND EQUITY

	UNAPPROPRIATED FUND BALANCE:		
64-2710-0000	FUND BALANCE	821,048.32	
	REVENUE OVER EXPENDITURES - YTD	59,992.16	
	BALANCE - CURRENT DATE	881,040.48	
	TOTAL FUND EQUITY		881,040.48
	TOTAL LIABILITIES AND EQUITY		881,040.48

CITY OF KETCHUM
REVENUES WITH COMPARISON TO BUDGET
FOR THE 5 MONTHS ENDING FEBRUARY 28, 2025

WATER CAPITAL IMPROVEMENT FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
	<u>WATER CIP REVENUE</u>					
64-3400-7300	WATER CONNECTION FEES	32.08	15,464.08	25,000.00	9,535.92	61.9
	TOTAL WATER CIP REVENUE	32.08	15,464.08	25,000.00	9,535.92	61.9
	<u>MISCELLANEOUS REVENUE</u>					
64-3700-1000	INTEREST EARNINGS	2,697.36	14,147.77	.00	(14,147.77)	.0
64-3700-8763	TRANSFER FROM WATER FUND	20,000.00	100,000.00	240,000.00	140,000.00	41.7
	TOTAL MISCELLANEOUS REVENUE	22,697.36	114,147.77	240,000.00	125,852.23	47.6
	<u>FUND BALANCE</u>					
64-3800-9000	FUND BALANCE	.00	.00	823,000.00	823,000.00	.0
	TOTAL FUND BALANCE	.00	.00	823,000.00	823,000.00	.0
	TOTAL FUND REVENUE	22,729.44	129,611.85	1,088,000.00	958,388.15	11.9

CITY OF KETCHUM
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 5 MONTHS ENDING FEBRUARY 28, 2025

WATER CAPITAL IMPROVEMENT FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	<u>WATER CIP EXPENDITURES</u>					
	MATERIALS AND SERVICES:					
64-4340-6900	MISC SERVICES & CHARGES	1,580.00	1,580.00	.00	(1,580.00)	.0
	TOTAL MATERIAL AND SERVICES	1,580.00	1,580.00	.00	(1,580.00)	.0
	CAPITAL OUTLAY:					
64-4340-7135	MAIN STREET	.00	8,900.00	23,000.00	14,100.00	38.7
64-4340-7650	WATER METERS	.00	16,200.00	100,000.00	83,800.00	16.2
64-4340-7800	CONSTRUCTION	.00	15,321.72	110,000.00	94,678.28	13.9
64-4340-7804	REINHEIMER WEST MAILINE EXT	.00	988.75	.00	(988.75)	.0
64-4340-7806	NEW STAND-BY GENERATOR WA/ADM.	.00	2,345.47	.00	(2,345.47)	.0
64-4340-7807	WEYYAKING MAINLINE EXT	(131.25)	20,833.75	.00	(20,833.75)	.0
64-4340-7809	S. KETCHUM WATER LINE PROJ. A	1,725.00	1,725.00	480,000.00	478,275.00	.4
64-4340-7810	S. KETCHUM WATER LINE PROJ. B	1,725.00	1,725.00	375,000.00	373,275.00	.5
	TOTAL CAPITAL OUTLAY	3,318.75	68,039.69	1,088,000.00	1,019,960.31	6.3
	TOTAL WATER CIP EXPENDITURES	4,898.75	69,619.69	1,088,000.00	1,018,380.31	6.4
	TOTAL FUND EXPENDITURES	4,898.75	69,619.69	1,088,000.00	1,018,380.31	6.4
	NET REVENUE OVER EXPENDITURES	17,830.69	59,992.16	.00	(59,992.16)	.0

CITY OF KETCHUM
BALANCE SHEET
FEBRUARY 28, 2025

WASTEWATER FUND

ASSETS

65-1000-0000	CASH - COMBINED	105,307.17	
65-1150-0000	ACCTS RCVBL	48,611.18	
65-1320-0000	DUE FROM OTHER GOV'T UNITS	30,960.10	
65-1500-1000	INVSTMNT-ST.TR.DIV.BND-WW	201,093.97	
65-1510-0000	INVESTMENTS-WASTEWATER #889	2,404,821.44	
65-1620-0000	FIXED ASSETS--BUILDINGS	16,578,988.55	
65-1630-0000	ACCUM DEPRN--BUILDINGS	(7,429,576.29)	
65-1660-0000	FIXED ASSETS--MACHINERY & EQUI	1,661,875.75	
65-1670-0000	ACCUM DEPRN--MACHINERY & EQUIP	(686,706.99)	
65-1800-0000	DEFERRED OUTFLOWS OF RESOURCES	71,550.03	
TOTAL ASSETS			12,986,924.91

LIABILITIES AND EQUITY

LIABILITIES

65-2030-0000	ACCOUNTS PAYABLE	3.33	
65-2300-0000	ACCRUED INTEREST PAYABLE	12,513.34	
65-2350-0000	BONDS PAYABLE-S2023	6,100,000.00	
65-2390-0000	COMPENSATED ABSENCES PAYABLE	51,652.82	
65-2395-0000	NET PENSION LIABILITY	359,867.84	
65-2500-0000	UNAMORTIZED BOND PREMIUM	688,553.26	
TOTAL LIABILITIES			7,212,590.59

FUND EQUITY

UNAPPROPRIATED FUND BALANCE:			
65-2710-0000	WASTEWATER FUND BALANCE	8,235,523.94	
65-2720-0000	RETAINED EARNINGS	(2,473,470.69)	
	REVENUE OVER EXPENDITURES - YTD	12,281.07	
BALANCE - CURRENT DATE		5,774,334.32	
TOTAL FUND EQUITY			5,774,334.32
TOTAL LIABILITIES AND EQUITY			12,986,924.91

CITY OF KETCHUM
REVENUES WITH COMPARISON TO BUDGET
FOR THE 5 MONTHS ENDING FEBRUARY 28, 2025

WASTEWATER FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
	<u>FEDERAL REVENUE</u>					
65-3300-1200	GRANTS STATE	.00	5,448.00	.00	(5,448.00)	.0
	TOTAL FEDERAL REVENUE	.00	5,448.00	.00	(5,448.00)	.0
	<u>WASTEWATER REVENUE</u>					
65-3400-7100	WASTEWATER CHARGES	.00	917,156.93	2,869,541.85	1,952,384.92	32.0
65-3400-7300	WASTEWATER INSPECTION FEES	40.00	80.00	.00	(80.00)	.0
65-3400-7800	SUN VALLEY WA & SW DISTRICT CH	56,886.07	254,509.43	737,066.74	482,557.31	34.5
	TOTAL WASTEWATER REVENUE	56,926.07	1,171,746.36	3,606,608.59	2,434,862.23	32.5
	<u>MISCELLANEOUS REVENUE</u>					
65-3700-1000	INTEREST EARNINGS	9,207.22	48,292.31	15,000.00	(33,292.31)	322.0
65-3700-3600	REFUNDS & REIMBURSEMENTS	.00	1,302.07	.00	(1,302.07)	.0
65-3700-7000	MISCELLANEOUS REVENUE	.00	451.51	.00	(451.51)	.0
	TOTAL MISCELLANEOUS REVENUE	9,207.22	50,045.89	15,000.00	(35,045.89)	333.6
	TOTAL FUND REVENUE	66,133.29	1,227,240.25	3,621,608.59	2,394,368.34	33.9

CITY OF KETCHUM
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 5 MONTHS ENDING FEBRUARY 28, 2025

WASTEWATER FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>WASTEWATER EXPENDITURES</u>						
PERSONAL SERVICES:						
65-4350-1000	SALARIES-WASTEWATER	41,451.06	228,859.69	525,300.07	296,440.38	43.6
65-4350-1800	SHIFT COVERAGE ON CALL	1,790.48	8,800.60	22,968.00	14,167.40	38.3
65-4350-1900	OVERTIME	1,139.13	5,498.78	15,000.00	9,501.22	36.7
65-4350-2100	FICA TAXES-CITY	3,312.97	18,168.30	43,090.01	24,921.71	42.2
65-4350-2200	STATE RETIREMENT-CITY	5,307.92	29,081.78	67,366.86	38,285.08	43.2
65-4350-2400	WORKMEN'S COMPENSATION-CITY	614.33	3,373.48	10,545.00	7,171.52	32.0
65-4350-2500	HEALTH INSURANCE-CITY	18,068.69	90,343.45	275,520.48	185,177.03	32.8
65-4350-2505	HEALTH REIMBURSEMENT ACCT(HRA)	314.59	1,635.18	16,604.17	14,968.99	9.9
65-4350-2510	DENTAL INSURANCE-CITY	470.47	2,385.84	6,214.62	3,828.78	38.4
65-4350-2515	VISION	280.86	1,315.37	.00	1,315.37	.0
65-4350-2600	LONG TERM DISABILITY	262.12	1,310.60	3,145.54	1,834.94	41.7
TOTAL PERSONAL SERVICES		73,012.62	390,773.07	985,754.75	594,981.68	39.6
MATERIALS AND SERVICES:						
65-4350-3100	OFFICE SUPPLIES & POSTAGE	.00	6.00	700.00	694.00	.9
65-4350-3120	DATA PROCESSING	600.03	1,802.94	7,500.00	5,697.06	24.0
65-4350-3200	OPERATING SUPPLIES	522.63	3,399.36	14,800.00	11,400.64	23.0
65-4350-3400	MINOR EQUIPMENT	450.39	741.36	1,500.00	758.64	49.4
65-4350-3500	MOTOR FUELS & LUBRICANTS	414.84	1,274.92	20,000.00	18,725.08	6.4
65-4350-3600	COMPUTER SOFTWARE	(350.00)	1,724.43	5,000.00	3,275.57	34.5
65-4350-3800	CHEMICALS	9,091.37	29,904.80	104,500.00	74,595.20	28.6
65-4350-4200	PROFESSIONAL SERVICES	31,328.94	50,068.06	60,000.00	9,931.94	83.5
65-4350-4201	IPDES PERMIT FEE	.00	.00	3,711.00	3,711.00	.0
65-4350-4600	INSURANCE	.00	84,345.73	40,000.00	(44,345.73)	210.9
65-4350-4900	PERSONNEL TRAINING/TRAVEL/MTG	.00	279.55	2,500.00	2,220.45	11.2
65-4350-5000	ADMINISTRATIVE EXPENSE-GEN FND	11,687.67	58,438.35	140,252.00	81,813.65	41.7
65-4350-5100	TELEPHONE & COMMUNICATIONS	562.11	2,357.74	7,000.00	4,642.26	33.7
65-4350-5200	UTILITIES	23,054.40	56,410.35	175,000.00	118,589.65	32.2
65-4350-5500	RIGHT-OF-WAY FEE (STREET DEPT)	11,956.42	59,782.10	143,477.09	83,694.99	41.7
65-4350-6000	REPAIR & MAINT-AUTO EQUIP	959.04	2,846.84	12,000.00	9,153.16	23.7
65-4350-6100	REPAIR & MAINT-MACH & EQUIP	(2,599.46)	1,513.40	70,000.00	68,486.60	2.2
65-4350-6150	OHIO GULCH REPAIR & REPLACE	.00	11.22	500.00	488.78	2.2
65-4350-6900	COLLECTION SYSTEM SERVICES/CHA	2,773.43	8,145.21	65,000.00	56,854.79	12.5
TOTAL MATERIAL AND SERVICES		90,451.81	363,052.36	873,440.09	510,387.73	41.6
CAPITAL OUTLAY:						
65-4350-7900	DEPRECIATION EXPENSE	.00	.00	330,000.00	330,000.00	.0
TOTAL CAPITAL OUTLAY		.00	.00	330,000.00	330,000.00	.0
OTHER EXPENDITURES:						
65-4350-8801	REIMBURSE CITY GENERAL FUND	62,186.75	310,933.75	746,241.00	435,307.25	41.7
65-4350-9910	MERIT/COMPENSATION ADJUSTMENTS	.00	.00	35,000.00	35,000.00	.0
TOTAL OTHER EXPENDITURES		62,186.75	310,933.75	781,241.00	470,307.25	39.8
TOTAL WASTEWATER EXPENDITURES		225,651.18	1,064,759.18	2,970,435.84	1,905,676.66	35.9

CITY OF KETCHUM
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 5 MONTHS ENDING FEBRUARY 28, 2025

WASTEWATER FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	<u>WASTEWATER DEBT SERVICE EXP</u>					
	OTHER EXPENDITURES:					
65-4800-8500	DEBT SRVC ACCT PRNCPL-S2023	.00	.00	200,000.00	200,000.00	.0
65-4800-8600	DEBT SRVC ACCT INTEREST-S2023	150,200.00	150,200.00	300,400.00	150,200.00	50.0
	TOTAL OTHER EXPENDITURES	150,200.00	150,200.00	500,400.00	350,200.00	30.0
	TOTAL WASTEWATER DEBT SERVICE EXP	150,200.00	150,200.00	500,400.00	350,200.00	30.0
	TOTAL FUND EXPENDITURES	375,851.18	1,214,959.18	3,470,835.84	2,255,876.66	35.0
	NET REVENUE OVER EXPENDITURES	(309,717.89)	12,281.07	150,772.75	138,491.68	8.2

CITY OF KETCHUM
BALANCE SHEET
FEBRUARY 28, 2025

WASTEWATER CAPITAL IMPROVE FND

ASSETS

67-1000-0000	CASH - COMBINED	430,298.73	
67-1510-0000	INVESTMENTS--WW CIP #884	7,000,899.88	
	TOTAL ASSETS		7,431,198.61

LIABILITIES AND EQUITY

FUND EQUITY

	UNAPPROPRIATED FUND BALANCE:		
67-2710-0000	FUND BALANCE	7,434,527.69	
	REVENUE OVER EXPENDITURES - YTD	(3,329.08)	
	BALANCE - CURRENT DATE	7,431,198.61	
	TOTAL FUND EQUITY		7,431,198.61
	TOTAL LIABILITIES AND EQUITY		7,431,198.61

CITY OF KETCHUM
REVENUES WITH COMPARISON TO BUDGET
FOR THE 5 MONTHS ENDING FEBRUARY 28, 2025

WASTEWATER CAPITAL IMPROVE FND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
	<u>WASTEWATER CAPITAL REVENUE</u>					
67-3400-7300	WASTEWATER CONNECTION FEES	.00	5,842.00	40,000.00	34,158.00	14.6
67-3400-7800	SUN VALLEY WA & SW DISTRICT CH	133,697.04	1,107,659.43	2,277,067.50	1,169,408.07	48.6
	<u>TOTAL WASTEWATER CAPITAL REVENUE</u>	<u>133,697.04</u>	<u>1,113,501.43</u>	<u>2,317,067.50</u>	<u>1,203,566.07</u>	<u>48.1</u>
	<u>MISCELLANEOUS REVENUE</u>					
67-3700-1000	INTEREST EARNINGS	27,464.86	157,700.76	100,000.00	(57,700.76)	157.7
	<u>TOTAL MISCELLANEOUS REVENUE</u>	<u>27,464.86</u>	<u>157,700.76</u>	<u>100,000.00</u>	<u>(57,700.76)</u>	<u>157.7</u>
	<u>FUND BALANCE</u>					
67-3800-9000	FUND BALANCE	.00	.00	2,965,783.00	2,965,783.00	.0
	<u>TOTAL FUND BALANCE</u>	<u>.00</u>	<u>.00</u>	<u>2,965,783.00</u>	<u>2,965,783.00</u>	<u>.0</u>
	<u>TOTAL FUND REVENUE</u>	<u>161,161.90</u>	<u>1,271,202.19</u>	<u>5,382,850.50</u>	<u>4,111,648.31</u>	<u>23.6</u>

CITY OF KETCHUM
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 5 MONTHS ENDING FEBRUARY 28, 2025

WASTEWATER CAPITAL IMPROVE FND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>WASTEWATER CIP EXPENDITURES</u>					
CAPITAL OUTLAY:					
67-4350-7809 ENERGY EFFICIENCY PROJECTS	.00	.00	50,000.00	50,000.00	.0
67-4350-7813 CAPITAL IMP PLAN(NO SHARING)	1,203.55	124,535.53	225,000.00	100,464.47	55.4
67-4350-7815 AERATION BASINS BLOWERS & ELEC	8,067.85	923,331.99	2,100,090.00	1,176,758.01	44.0
67-4350-7816 UPGRADE FILTER PLC	.00	.00	50,000.00	50,000.00	.0
67-4350-7818 ROTARY DRUM THICK & DEWATERING	50,519.06	226,663.75	2,924,760.00	2,698,096.25	7.8
67-4350-7819 REPLACE PUMPS	.00	.00	33,000.00	33,000.00	.0
TOTAL CAPITAL OUTLAY	59,790.46	1,274,531.27	5,382,850.00	4,108,318.73	23.7
TOTAL WASTEWATER CIP EXPENDITURES	59,790.46	1,274,531.27	5,382,850.00	4,108,318.73	23.7
TOTAL FUND EXPENDITURES	59,790.46	1,274,531.27	5,382,850.00	4,108,318.73	23.7
NET REVENUE OVER EXPENDITURES	101,371.44	(3,329.08)	.50	3,329.58	(66581

CITY OF KETCHUM
BALANCE SHEET
FEBRUARY 28, 2025

POLICE TRUST FUND

ASSETS

90-1000-0000	CASH - COMBINED	735.60	
90-1510-0000	INVESTMENTS-POLICE TR-JUS#1755	7,023.16	
90-1512-0000	INVESTMENTS-POLICE TR-TRS#2196	360.07	
	TOTAL ASSETS		8,118.83

LIABILITIES AND EQUITY

FUND EQUITY

	UNAPPROPRIATED FUND BALANCE:		
90-2710-0000	FUND BALANCE	7,970.55	
	REVENUE OVER EXPENDITURES - YTD	148.28	
	BALANCE - CURRENT DATE	8,118.83	
	TOTAL FUND EQUITY		8,118.83
	TOTAL LIABILITIES AND EQUITY		8,118.83

CITY OF KETCHUM
REVENUES WITH COMPARISON TO BUDGET
FOR THE 5 MONTHS ENDING FEBRUARY 28, 2025

POLICE TRUST FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
	<u>MISCELLANEOUS REVENUE</u>					
90-3700-1000	INTEREST EARNINGS	28.27	148.28	.00	(148.28)	.0
	TOTAL MISCELLANEOUS REVENUE	28.27	148.28	.00	(148.28)	.0
	<u>FUND BALANCE</u>					
90-3800-9000	FUND BALANCE	.00	.00	7,500.00	7,500.00	.0
	TOTAL FUND BALANCE	.00	.00	7,500.00	7,500.00	.0
	TOTAL FUND REVENUE	28.27	148.28	7,500.00	7,351.72	2.0

CITY OF KETCHUM
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 5 MONTHS ENDING FEBRUARY 28, 2025

POLICE TRUST FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>POLICE TRUST EXPENDITURES</u>					
MATERIALS AND SERVICES:					
90-4900-6910 OTHER PURCHASED SERVICES	.00	.00	7,500.00	7,500.00	.0
TOTAL MATERIAL AND SERVICES	.00	.00	7,500.00	7,500.00	.0
TOTAL POLICE TRUST EXPENDITURES	.00	.00	7,500.00	7,500.00	.0
TOTAL FUND EXPENDITURES	.00	.00	7,500.00	7,500.00	.0
NET REVENUE OVER EXPENDITURES	28.27	148.28	.00	(148.28)	.0

CITY OF KETCHUM
BALANCE SHEET
FEBRUARY 28, 2025

PARKS/REC DEV TRUST FUND

ASSETS

93-1000-0000	CASH - COMBINED	(	54,504.60)	
93-1510-0000	INVESTMENTS--PARK DEV TR #3280		138,324.21	
93-1512-0000	INVESTMENTS--WSP RESTOR #3766		1,074,225.26	
93-1515-0000	WSRESTORE US BANK#2333		153,413.64	
	TOTAL ASSETS			1,311,458.51

LIABILITIES AND EQUITY

FUND EQUITY

UNAPPROPRIATED FUND BALANCE:

93-2710-0000	PARK/REC DEV TRUST UNASSIGNED	138,648.14		
93-2710-0001	WARM SPRINGS PRESERVE	1,048,169.79		
93-2710-0002	FIRE DEPARTMENT DONATIONS	805.00		
93-2710-0003	GUY COLES SKATE PARK	100.66		
93-2710-0004	HEMINGWAY SPLASH PARK	500.35		
93-2710-0005	PARK MEM. BENCH/TREE	3,736.51		
93-2710-0006	RIVER PARK	70.00		
93-2710-0007	ICE RINK	25,594.13		
93-2710-0008	KAGAN PARK	4,657.86		
93-2710-0009	PUMP PARK	2,260.25		
93-2710-0010	YOUTH RECREATION SCHOLARSHIPS	7,891.73		
93-2710-0011	JAZZ IN THE PARK	19,778.75		
93-2710-0012	KETCHEM ALIVE	3,145.29		
93-2710-0013	CHILDRENS RECREATION	4,987.00		
93-2710-0014	TREE FUND	1,501.95		
93-2710-0015	LITTLE LEAGUE FIELD	2,529.22		
93-2710-0016	WATCH ME GROW GARDEN	571.90		
93-2710-0017	YOUTH GOLF	19,394.55		
93-2710-0018	KETCHUM ARTS COMMISSION	12,471.15		
93-2710-0019	PERCENT FOR ART	11,678.07		
	REVENUE OVER EXPENDITURES - YTD	2,966.21		
	BALANCE - CURRENT DATE		1,311,458.51	
	TOTAL FUND EQUITY			1,311,458.51
	TOTAL LIABILITIES AND EQUITY			1,311,458.51

CITY OF KETCHUM
REVENUES WITH COMPARISON TO BUDGET
FOR THE 5 MONTHS ENDING FEBRUARY 28, 2025

PARKS/REC DEV TRUST FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
<u>MISCELLANEOUS REVENUE</u>					
93-3700-1000 INTEREST EARNINGS	4,642.42	24,401.06	5,000.00	(19,401.06)	488.0
93-3700-4100 FIRE DEPARTMENT DONATIONS	.00	85.00	.00	(85.00)	.0
93-3700-5900 WARM SPRINGS PRESERVE	.00	.00	1,000,000.00	1,000,000.00	.0
93-3700-5910 WARM SPRINGS PRES-RESTORATION	350.00	113,395.16	.00	(113,395.16)	.0
93-3700-6000 GUY COLES SKATE PARK	.00	1,075.00	.00	(1,075.00)	.0
93-3700-6500 ICE RINK/ZAMBONI	.00	50.00	19,700.00	19,650.00	.3
93-3700-6800 KETCHUM ARTS COMMISSION	.00	9,994.30	23,000.00	13,005.70	43.5
93-3700-6820 DONATIONS FOR KAC	.00	.00	2,500.00	2,500.00	.0
93-3700-6830 KAC COVER ART DONATIONS	.00	.00	1,900.00	1,900.00	.0
93-3700-6840 KAC PERFORMANCE ART	.00	.00	750.00	750.00	.0
93-3700-7000 MISCELLANEOUS DONATIONS	.00	1,000.00	28,700.00	27,700.00	3.5
93-3700-7100 YOUTH RECREATION SCHOLARSHIPS	.00	.00	10,200.00	10,200.00	.0
93-3700-7200 JAZZ IN THE PARK	1,700.00	3,200.00	10,500.00	7,300.00	30.5
93-3700-7300 KETCH'EM ALIVE	.00	675.00	.00	(675.00)	.0
93-3700-7500 % FOR ARTS CITY HALL	.00	.00	12,000.00	12,000.00	.0
93-3700-7700 WATCH ME GROW GARDEN	.00	(455.47)	.00	455.47	.0
93-3700-7900 DONATIONS-C. GATES YOUTH GOLF	.00	.00	16,400.00	16,400.00	.0
TOTAL MISCELLANEOUS REVENUE	6,692.42	153,420.05	1,130,650.00	977,229.95	13.6
TOTAL FUND REVENUE	6,692.42	153,420.05	1,130,650.00	977,229.95	13.6

CITY OF KETCHUM
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 5 MONTHS ENDING FEBRUARY 28, 2025

PARKS/REC DEV TRUST FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>PARKS/REC TRUST EXPENDITURES</u>					
MATERIALS AND SERVICES:					
93-4900-5900 WARM SPRINGS PRESERVE	.00	.00	1,000,000.00	1,000,000.00	.0
93-4900-5910 WARM SPRINGS PRESR-RESTORATION	.00	3,948.30	.00	(3,948.30)	.0
93-4900-6200 PARK MEMORIAL BENCH/TREES	4,642.29	4,642.29	.00	(4,642.29)	.0
93-4900-6500 ICE RINK-PRIVATE	.00	808.28	19,700.00	18,891.72	4.1
93-4900-6800 KETCHUM ARTS COMMISSION	.00	.00	23,000.00	23,000.00	.0
93-4900-6820 KETCHUM ARTS COMMISSION	.00	.00	2,500.00	2,500.00	.0
93-4900-6830 KAC COVER ART DONATIONS	.00	.00	1,900.00	1,900.00	.0
93-4900-6840 KAC PERFORMANCE ART DONATIONS	.00	.00	750.00	750.00	.0
TOTAL MATERIAL AND SERVICES	4,642.29	9,398.87	1,047,850.00	1,038,451.13	.9
CAPITAL OUTLAY:					
93-4900-7000 OTHER DONATION PROGRAMS	.00	.00	33,700.00	33,700.00	.0
93-4900-7100 YOUTH RECREATION SCHOLARSHIPS	.00	.00	10,200.00	10,200.00	.0
93-4900-7200 JAZZ IN THE PARK	.00	.00	10,500.00	10,500.00	.0
93-4900-7500 % FOR ARTS CITY HALL	.00	.00	12,000.00	12,000.00	.0
93-4900-7900 YOUTH GOLF	.00	.00	16,400.00	16,400.00	.0
93-4900-7950 WARM SPRINGS PRESR-RESTORATION	42.45	141,054.97	.00	(141,054.97)	.0
TOTAL CAPITAL OUTLAY	42.45	141,054.97	82,800.00	(58,254.97)	170.4
TOTAL PARKS/REC TRUST EXPENDITURES	4,684.74	150,453.84	1,130,650.00	980,196.16	13.3
TOTAL FUND EXPENDITURES	4,684.74	150,453.84	1,130,650.00	980,196.16	13.3
NET REVENUE OVER EXPENDITURES	2,007.68	2,966.21	.00	(2,966.21)	.0

CITY OF KETCHUM
BALANCE SHEET
FEBRUARY 28, 2025

DEVELOPMENT TRUST FUND

ASSETS

94-1000-0000	CASH - COMBINED	(	5,395.47)	
94-1500-0000	OFFSITE VENDOR DEPOSITS	(	2,500.00)	
94-1501-0000	INVST-ALPENGLOW	(	500.00)	
94-1502-0000	INVST-CONST/PHASE DEV ECT		93,197.67	
	TOTAL ASSETS			84,802.20

LIABILITIES AND EQUITY

LIABILITIES

94-2060-0000	DEVELOPMENT TRUST FUNDS PAYABL		86,287.14	
	TOTAL LIABILITIES			86,287.14

FUND EQUITY

UNAPPROPRIATED FUND BALANCE:				
REVENUE OVER EXPENDITURES - YTD	(	1,484.94)		
BALANCE - CURRENT DATE	(	1,484.94)		
TOTAL FUND EQUITY			(	1,484.94)
TOTAL LIABILITIES AND EQUITY				84,802.20

CITY OF KETCHUM
REVENUES WITH COMPARISON TO BUDGET
FOR THE 5 MONTHS ENDING FEBRUARY 28, 2025

DEVELOPMENT TRUST FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
	<u>MISCELLANEOUS REVENUE</u>					
94-3700-1000	INTEREST EARNINGS	.00	35.06	.00	(35.06)	.0
94-3700-7000	MISCELLANEOUS REVENUE	.00	.00	650,000.00	650,000.00	.0
94-3700-8111	KMV BUILDERS	.00	12,827.49	.00	(12,827.49)	.0
94-3700-8112	KIRSTEN RITZAU	5,700.00	5,700.00	.00	(5,700.00)	.0
	TOTAL MISCELLANEOUS REVENUE	5,700.00	18,562.55	650,000.00	631,437.45	2.9
	TOTAL FUND REVENUE	5,700.00	18,562.55	650,000.00	631,437.45	2.9

CITY OF KETCHUM
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 5 MONTHS ENDING FEBRUARY 28, 2025

DEVELOPMENT TRUST FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	<u>DEVELOPMENT TRUST EXPENDITURES</u>					
	MATERIALS AND SERVICES:					
94-4900-6910	OTHER MISC. ACCOUNTS	.00	.00	650,000.00	650,000.00	.0
	TOTAL MATERIAL AND SERVICES	.00	.00	650,000.00	650,000.00	.0
	OTHER EXPENDITURES:					
94-4900-8107	POSTER CONSTRUCTION	.00	2,000.00	.00	(2,000.00)	.0
94-4900-8109	SARAH SMITH	.00	5,220.00	.00	(5,220.00)	.0
94-4900-8111	KMV BUILDERS	.00	12,827.49	.00	(12,827.49)	.0
	TOTAL OTHER EXPENDITURES	.00	20,047.49	.00	(20,047.49)	.0
	TOTAL DEVELOPMENT TRUST EXPENDITURES	.00	20,047.49	650,000.00	629,952.51	3.1
	TOTAL FUND EXPENDITURES	.00	20,047.49	650,000.00	629,952.51	3.1
	NET REVENUE OVER EXPENDITURES	5,700.00	(1,484.94)	.00	1,484.94	.0



City of Ketchum

PROCUREMENT MEMO

Meeting Date: Staff Member/Dept:

Agenda Item:

Recommended Motion:

Summary of Procurement Process:

Bidder	Bid Price
MetroQuip, Inc.	\$80,225.00 (Sourcewell Act. # 080521-CME)

Low Bid Contractor	Bid Price	Budget Account/Number
MetroQuip, Inc.	\$80,225.00	03-4193-7612

Background (if necessary):

<ul style="list-style-type: none">The Mastic Melter is designed to be a smaller, more maneuverable unit with faster melt times for more flexible productivity.
<ul style="list-style-type: none">The Mastic Melter will be an addition to the existing Streets patching equipment. The Mastic Melter will be key for long term, durable patching.
<ul style="list-style-type: none">Utilized Sourcewell as the purchasing method, therefore solicitation was not needed, as the Sourcewell contract represents a method of piggybacking off a previously negotiated government contract.

Sustainability Impact:

--

Attachments:

1. MetroQuip Quote
2. Purchase Order
3. Specifications



CITY OF KETCHUM

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

PURCHASE ORDER

BUDGETED ITEM? ☐ Yes ☒ No

PURCHASE ORDER - NUMBER: 25085

To: 3016 METROQUIP, INC. P.O. BOX 858 MERIDIAN ID 83680-0858	Ship to: CITY OF KETCHUM PO BOX 2315 KETCHUM ID 83340
---	---

P. O. Date	Created By	Requested By	Department	Req Number	Terms
03/05/2025	BDAVIS	BDAVIS			

Quantity	Description	Unit Price	Total
1.00	MASTIC MELTER STREETS 03-4193-7612	80,225.00	80,225.00
	SHIPPING & HANDLING		0.00
	TOTAL PO AMOUNT		80,225.00

Authorized Signature



QUOTE

MetroQuip, Inc.

1953 E. Commercial
Meridian, ID 83642
ph:(208)344-3318 fax:(208)345-5931

QUOTATION NO. CimlineME2
DATE January 28, 2025
CUSTOMER ID Ketchum
EXPIRATION DATE 60 Days

TO Ramsy Hoehn
City of Ketchum
200 Tenth Street
Ketchum, ID 83340
208-726-7831

rhoehn@ketchumidaho.org

SALESPERSON	FOB	PAYMENT TERMS	DUE DATE
Jeff McCoy (208)921-5332	Ketchum, ID	Standard Terms and Conditions	

CIMLINE SOURCEWELL CONTRACT #080521-CME. LEAD TIME 30-45 DAYS ARO

QUANTITY	DESCRIPTION	UNIT PRICE	LINE TOTAL
1.00	Cimline ME2 250-Gal Mastic Melter, Diesel Burner and Tool Box Material Capacity: 250 Gallons Diesel Fuel Capacity: 34 Gallons Hydraulic Capacity: 20 Gallons Engine: Isuzu Tier IV 19HP Diesel Heating Method: Diesel Heat Rating: 340,000 BTU's Tank Insulation: Ceramic, 1.5 Inch Thickness Temperature Gauge: Electronic Control and 3 Inches Analog Material Loading Height: 58 Inches Material Outlet Port: 6 Inches Material Chute Heating Method: Propane GAWR: 10,400 Lbs. Axles: 2x5000 Leaf Spring Dimensions (LxWxH): 175 x 84 x 92 Inches Shipping Weight: 6500 Lbs. Warranty: 1 Year Bumper to Bumper <i>See attached Brochure and Specs for Specific Details</i>	\$74,250.00	\$74,250.00
1.00	Engine Cover	\$2,475.00	\$2,475.00
1.00	Freight, PDI and Training	\$3,500.00	\$3,500.00

This is a quotation for the goods named, subject to the conditions noted below. This quotation is valid for 30 days from date above unless otherwise noted. The prices do not include freight charges, sales tax, F.E.T., or other applicable taxes unless noted. All sales are subject to availability and/or prior sale.

To Accept this quotation, sign here and return: _____

SUBTOTAL	\$ 80,225.00
SALES TAX	
TOTAL	\$ 80,225.00

THANK YOU FOR YOUR BUSINESS!



**INNOVATION
IN PRESERVATION**

ME2

Prepackaged Mastic Melter Applicator



A Mid-Sized Mastic Melter with Cimline Innovation and Quality:

Cimline has created a mid-sized mastic melter applicator for smaller municipalities and contractors that uses prepackaged mastic to accomplish their pavement maintenance needs. The ME2 was designed to be a smaller, more maneuverable unit for operators to safely apply mastic repairs more quickly to roadways and parking lots.



250 Gallon Capacity:

Mid-sized capacity with faster melt times for more flexible productivity. With a 250 gallon capacity the ME2 can be filled and maneuvered more quickly which is useful for quick turn projects. This unit is exceptional for medium size or larger entities who need an affordable mid-sized mastic solution.

Cimline Reliability:

Sturdy and simple to understand controls, proven Isuzu Tier IV diesel engine reliability and thick 7 gauge steel tank design. The Cimline ME2 is a solid performer.

High Quality:

Renowned Cimline quality, extensive dealer network and post sale support teams make the ME Series units the customer preferred machines for prepackaged mastic applications.

Buy American Made:

Cimline's ME Series mastic melters deliver safety and ease of use in a mid-size capacity machine made right here in the USA.



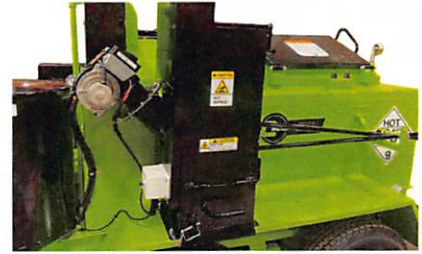
800-328-3874
CIMLINE.COM



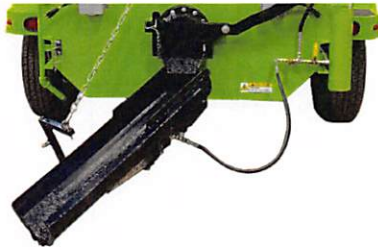
58 Inch Loading Door Height



19 HP Isuzu Tier IV Diesel Engine



100,000 BTU Diesel Heated Tool Box



Wide Reach Propane Heated Chute



340,000 BTU Diesel Material Tank Burner



Single Switch Automated User Controls

SPECIFICATIONS

Cimline ME2 #312-001-902

Material Capacity	250 US Gallons
Diesel Fuel Capacity	34 Gallons
Hydraulic Capacity	20 Gallons
Engine	Isuzu Tier IV 19 HP Diesel
Heating Method	Diesel
Heat Rating	340,000 BTU's
Tank Insulation	Ceramic, 1.5 Inch Thickness
Temperature Gauge	Electronic Control and 3.5 Inch Analog
Material Loading Height	58 Inches
Material Outlet Port	6 Inch
Material Chute Heating Method	Propane
Dimensions (LxWxH)	175 x 84 x 92 Inches
Axles / Suspension	2x5200 Lbs. / Leaf Spring
Shipping Weight	6000 Lbs.
GVWR	9900 Lbs.
GAWR	10,400 Lbs.
Warranty	1 Year

Due to continuous improvement, specifications are subject to change without notice.



Learn more at cimline.com
Phone : 800-328-3874 Email : orders@cimline.com

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PRODUCTS FROM CIMLINE



ME3 350 Gallon
Mastic Melter Applicator



M-Series Melter Applicator
150 / 230 / 410 Gallon Units Available



P5 One-Person Patcher with
DuraPatcher™ Technology

161908



City of Ketchum

CITY COUNCIL MEETING AGENDA MEMO

Meeting Date: March 17, 2025 Staff Member/Dept: Genoa Beiser—Associate Planner
Planning and Building Department

Agenda Item: Recommendation to approve the Snowbird Townhomes II Subdivision Preliminary Plat and Final Plat and adopt the Findings of Fact, Conclusions of Law, and Decision for both applications.

Recommended Motions:

Motion #1: "I move to re-approve the Snowbird Townhomes II Subdivision Preliminary Plat, as conditioned, and adopt the Findings of Fact, Conclusions of Law, and Decision."

Motion #2: "I move to approve the Snowbird Townhomes II Subdivision Final Plat, as conditioned, and adopt the Findings of Fact, Conclusions of Law, and Decision."

Reasons for Recommendation:

- The Planning and Zoning Commission unanimously approved the Snowbird Townhomes II Design Review Application File No. P21-062 and recommended approval of the Townhouse Subdivision Preliminary Plat Application File No. P21-059 on April 12, 2022. The City Council approved the Snowbird Townhomes Subdivision II Preliminary Plat and Phased Townhouse Subdivision Agreement 22765 on May 2, 2022.
- Pursuant to Ketchum Municipal Code §16.04.030.I, failure to record a Final Plat within two years of Council's approval of a Preliminary Plat shall cause the Preliminary Plat to be null and void. There have been no changes to the Preliminary Plat, which expired on May 2, 2024.
- The application complies with all applicable standards for Final Plats and Townhouse Subdivisions as specified in the Subdivision Regulations (Title 16) of Ketchum Municipal Code. The Final Plat also complies with all conditions of the Preliminary Plat approval. All city departments have reviewed the application and have no issues or concerns with the proposed townhouse subdivision.

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

Sustainability Impact:

None OR state impact here: Approval of the Townhouse Subdivision Final Plat does not limit the ability of the City to reach the goals of the Ketchum Sustainability Action Plan – 2020.

Financial Impact:

None OR Adequate funds exist in account: None

Attachments:

1. Preliminary Plat Application and Supporting Materials
2. Townhomes II Subdivision Preliminary Plat
3. Draft Findings of Fact, Conclusions of Law, and Decision
4. Final Plat Application and Supporting Materials
5. Townhomes II Subdivision Final Plat
6. Draft Findings of Fact, Conclusions of Law, and Decision



Attachment 1:

Preliminary Plat Application and Supporting Materials



City of Ketchum
Planning & Building

OFFICIAL USE ONLY

Application Number: P21-059

Date Received: 2/24/25

By: GB

Fee Paid: Waived

Approved Date:

By:

Subdivision Application-Preliminary Plat

Submit completed application and documentation to planningandzoning@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: Snowbird Townhomes Two			
Owner of Record: Bird Drive Partners, LLC - Scott J. Edwards, Managing Member			
Address of Owner: 13019 Naomilawn Drive SW, Lakewood, WA 98498			
Representative of Owner: Dave Patrie, Galena-Benchmark	Phone #: 208-726-9512		
Email: dave@galena-benchmark.com			
Legal Description: Lot 2A, Snowbird Subdivision	RPK RPK0524000002A		
Street Address: 220 Bird Drive			
SUBDIVISION INFORMATION			
Number of Lots/Parcels: 2 sublots			
Total Land Area: 0.23 acre			
Current Zoning District: GR-L			
Proposed Zoning District: GR-L			
Overlay District: N/A			
TYPE OF SUBDIVISION			
Condominium <input type="checkbox"/>	Land <input type="checkbox"/>	PUD <input type="checkbox"/>	Townhouse X
Adjacent land in same ownership in acres or square feet:			
Easements to be dedicated on the final plat: no new easements			
Briefly describe the improvements to be installed prior to final plat approval: drywells, utility services, heated paver driveway, townhouse units			
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 tortious 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.

Applicant Signature

Date

[Signature] (rep. for applicant)

2/24/05

Instrument # 671079

HAILEY, BLAINE, IDAHO
07-24-2020 11:22:54 AM No. of Pages: 2
Recorded for: BLAINE COUNTY TITLE
JOLYNN DRAGE Fee: \$15.00
Ex-Officio Recorder Deputy: GWB
Electronically Recorded by Simplifile



WARRANTY DEED

For Value Received

William A. McMahan Trustee of the Restated McMahan 1986 Revocable Trust, dated May 17, 1995, as to an undivided 50% interest,

the Grantor, hereby grants, bargains, sells, conveys and warrants unto

Scott J. Edwards, an unmarried man

the Grantee, whose current address is: 13019 Naomilawn Dr. SW, Lakewood, WA 98498

the following described premises, to-wit:

Lots 1 and 2, Block 1 of SNOWBIRD SUBDIVISION, as shown on the official plat thereof, recorded as Instrument No. 321440, records of Blaine County, Idaho.

SUBJECT TO: Current General Taxes, a lien in the process of assessment, not yet due or payable. Easements, restrictions, reservations, provisions of record, and assessments, if any.

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 to and those made, suffered or done by the Grantee; and subject to all existing patent reservations; restrictions in railroad deeds of record; easements and rights of way established and of record; protective covenants of record; zoning ordinances and applicable building codes, use restrictions, ordinances, laws and regulations of any governmental unit; 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.

Dated this 21 day of JULY, 2020, _____.

Restated McMahan 1986 Revocable Trust, dated
May 17, 1995

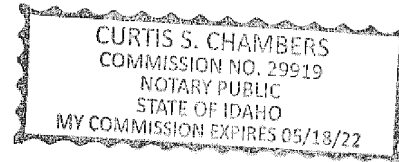

William A. McMahan Trustee

State of ID
County of BLAINE

This record was acknowledged before me on 21 day of JULY, 2020, by
William A. McMahan as Trustee of the Restated McMahan 1986 Revocable Trust, dated May 17, 1995.


Notary Public HARLEY, ID
My Commission Expires: 5-18-22

(STAMP)



ALTA COMMITMENT FOR TITLE INSURANCE

ISSUED BY
STEWART TITLE GUARANTY COMPANY

NOTICE

IMPORTANT - READ CAREFULLY: THIS COMMITMENT IS AN OFFER TO ISSUE ONE OR MORE TITLE INSURANCE POLICIES. ALL CLAIMS OR REMEDIES SOUGHT AGAINST THE COMPANY INVOLVING THE CONTENT OF THIS COMMITMENT OR THE POLICY MUST BE BASED SOLELY IN CONTRACT.

THIS COMMITMENT IS NOT AN ABSTRACT OF TITLE, REPORT OF THE CONDITION OF TITLE, LEGAL OPINION, OPINION OF TITLE, OR OTHER REPRESENTATION OF THE STATUS OF TITLE. THE PROCEDURES USED BY THE COMPANY TO DETERMINE INSURABILITY OF THE TITLE, INCLUDING ANY SEARCH AND EXAMINATION, ARE PROPRIETARY TO THE COMPANY, WERE PERFORMED SOLELY FOR THE BENEFIT OF THE COMPANY, AND CREATE NO EXTRACONTRACTUAL LIABILITY TO ANY PERSON, INCLUDING A PROPOSED INSURED.

THE COMPANY'S OBLIGATION UNDER THIS COMMITMENT IS TO ISSUE A POLICY TO A PROPOSED INSURED IDENTIFIED IN SCHEDULE A IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THIS COMMITMENT. THE COMPANY HAS NO LIABILITY OR OBLIGATION INVOLVING THE CONTENT OF THIS COMMITMENT TO ANY OTHER PERSON.

COMMITMENT TO ISSUE POLICY

Subject to the Notice; Schedule B, Part I - Requirements; Schedule B, Part II - Exceptions; and the Commitment Conditions, STEWART TITLE GUARANTY COMPANY, a Texas corporation (the "Company"), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Policy Amount and the name of the Proposed Insured.

If all of the Schedule B, Part I - Requirements have not been met within six months after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

Countersigned by:


Authorized Countersignature

Blaine County Title, Inc.
360 Sun Valley Road
P.O. Box 3176
Ketchum, ID 83340
(208) 726-0700




Frederick H. Eppinger
President and CEO


Denise Carraux
Secretary

For purposes of this form the "Stewart Title" logo featured above is the represented logo for the underwriter, Stewart Title Guaranty Company.

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

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File No. 2022463

ALTA Commitment For Title Insurance 8-1-16 (4-2-18)

Page 1 of 3

COMMITMENT CONDITIONS

1. DEFINITIONS

- (a) "Knowledge" or "Known": Actual or imputed knowledge, but not constructive notice imparted by the Public Records.
- (b) "Land": The land described in Schedule A and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
- (c) "Mortgage": A mortgage, deed of trust, or other security instrument, including one evidenced by electronic means authorized by law.
- (d) "Policy": Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.
- (e) "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
- (f) "Proposed Policy Amount": Each dollar amount specified in Schedule A as the Proposed Policy Amount of each Policy to be issued pursuant to this Commitment.
- (g) "Public Records": Records established under state statutes at the Commitment Date for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge.
- (h) "Title": The estate or interest described in Schedule A.

2. If all of the Schedule B, Part I - Requirements have not been met within the time period specified in the Commitment to Issue Policy, this Commitment terminates and the Company's liability and obligation end.

3. The Company's liability and obligation is limited by and this Commitment is not valid without:

- (a) the Notice;
- (b) the Commitment to Issue Policy;
- (c) the Commitment Conditions;
- (d) Schedule A;
- (e) Schedule B, Part I - Requirements;
- (f) Schedule B, Part II - Exceptions; and
- (g) a countersignature by the Company or its issuing agent that may be in electronic form.

4. COMPANY'S RIGHT TO AMEND

The Company may amend this Commitment at any time. If the Company amends this Commitment to add a defect, lien, encumbrance, adverse claim, or other matter recorded in the Public Records prior to the Commitment Date, any liability of the Company is limited by Commitment Condition 5. The Company shall not be liable for any other amendment to this Commitment.

5. LIMITATIONS OF LIABILITY

- (a) The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
 - (i) comply with the Schedule B, Part I - Requirements;
 - (ii) eliminate, with the Company's written consent, any Schedule B, Part II - Exceptions; or
 - (iii) acquire the Title or create the Mortgage covered by this Commitment.
- (b) The Company shall not be liable under Commitment Condition 5(a) if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.
- (c) The Company will only have liability under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.

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- (d) The Company's liability shall not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Conditions 5(a)(i) through 5(a)(iii) or the Proposed Policy Amount.
- (e) The Company shall not be liable for the content of the Transaction Identification Data, if any.
- (f) In no event shall the Company be obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I - Requirements have been met to the satisfaction of the Company.
- (g) In any event, the Company's liability is limited by the terms and provisions of the Policy.

6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT

- (a) Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.
- (b) Any claim must be based in contract and must be restricted solely to the terms and provisions of this Commitment.
- (c) Until the Policy is issued, this Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.
- (d) The deletion or modification of any Schedule B, Part II - Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.
- (e) Any amendment or endorsement to this Commitment must be in writing and authenticated by a person authorized by the Company.
- (f) When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.

7. IF THIS COMMITMENT HAS BEEN ISSUED BY AN ISSUING AGENT

The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company's agent for the purpose of providing closing or settlement services.

8. PRO-FORMA POLICY

The Company may provide, at the request of a Proposed Insured, a pro-forma policy illustrating the coverage that the Company may provide. A pro-forma policy neither reflects the status of Title at the time that the pro-forma policy is delivered to a Proposed Insured, nor is it a commitment to insure.

9. ARBITRATION

The Policy contains an arbitration clause. All arbitrable matters when the Proposed Policy Amount is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Proposed Insured as the exclusive remedy of the parties. A Proposed Insured may review a copy of the arbitration rules at <<http://www.alta.org/arbitration>>.

STEWART TITLE GUARANTY COMPANY

All notices required to be given the Company and any statement in writing required to be furnished the Company shall be addressed to it at P.O. Box 2029, Houston, Texas 77252-2029.

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ALTA COMMITMENT FOR TITLE INSURANCE SCHEDULE A

ISSUED BY
STEWART TITLE GUARANTY COMPANY

Transaction Identification Data for reference only:

Issuing Agent: Blaine County Title, Inc.
Issuing Office: 360 Sun Valley Road, P.O. Box 3176, Ketchum, ID 83340
Issuing Office's ALTA® Registry ID: N/A
Loan ID Number: N/A
Commitment Number: 2022463
Issuing Office File Number: 2022463
Property Address: 220 Bird Dr., Ketchum, ID 83340
222 Bird Dr., Ketchum, ID 83340
Revision Number:

1. Commitment Date: July 01, 2020 at 8:00 A.M.

2. Policy to be issued:

Proposed Policy Amount

(a) ALTA Owner's Policy Standard \$1,200,000.00

Proposed Insured: Scott J. Edwards

(b) ALTA Loan Policy Standard

Proposed Insured:

3. The estate or interest in the Land described or referred to in this Commitment is:

Fee Simple

4. The Title is, at the Commitment Date, vested in:

Kimsquit Real Estate, Inc, an Idaho Corporation, as to an undivided 50% interest, as a tenant in common and William A. McMahan Trustee of the Restated McMahan 1986 Revocable Trust, dated May 17, 1995, as to an undivided 50% interest, as a tenant in common

5. The Land is described as follows:

Lots 1 and 2, Block 1 of SNOWBIRD SUBDIVISION, as shown on the official plat thereof, recorded as Instrument No. 321440, records of Blaine County, Idaho.

STATEMENT OF CHARGES

These charges are due and payable
before a policy can be issued

Owner's Policy: \$3,180.00

Underwriter remittance
\$381.60

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ALTA COMMITMENT FOR TITLE INSURANCE

SCHEDULE B PART I

ISSUED BY
STEWART TITLE GUARANTY COMPANY

Requirements

File No.: 2022463

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
2. Pay the agreed amount for the estate or interest to be insured.
3. Pay the premiums, fees, and charges for the Policy to the Company.
4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.
5. The Company requires evidence of the marital status of **Scott J. Edwards**. If said person is married the Company requires the joinder of the spouse.
6. The corporate charter of **Kimsquit Real Estate, Inc.** has been forfeited or administratively dissolved. The Company requires that the charter be reinstated and that the Company be furnished satisfactory evidence of good standing. At the time the Company is furnished these items, the Company may make additional requirements or exceptions.
7. The Company must be furnished with a copy of the Agreement, Indenture or Declaration of Trust of **Restated McMahan 1986 Revocable Trust, dated May 17, 1995**, together with copies of any amendments, modifications, or revocations. In the event there have been no amendments, modifications, or revocations, the Company will require satisfactory evidence to that effect. At the time the Company is furnished these items, the Company may make additional requirements or exceptions.
8. Delivery to the Company of the Affidavit as to Debts and Liens. Upon acceptance and review of said Affidavit, title will be subject to such further matters as appear necessary and appropriate following such review.
9. Pursuant to the State of Idaho Insurance Regulations, a cancellation fee is to be charged on all cancelled orders. Unless otherwise advised, orders will be considered cancelled six months after the effective date on the Commitment. The amount of the fee assessed shall be in accordance with our rate filing with the Idaho Department of Insurance.

If you should decide to change lenders within six months, this commitment can be transferred to avoid a cancellation charge.

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ALTA COMMITMENT FOR TITLE INSURANCE

SCHEDULE B PART II

ISSUED BY
STEWART TITLE GUARANTY COMPANY

Exceptions

File No.: 2022463

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

The Policy will not insure against loss or damage resulting from the terms and provisions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

1. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I - Requirements are met.
2. 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. Proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by public record.
3. Any facts, rights, interests, or claims which are not shown by the public records, but which could be ascertained by an inspection of the Land or by making inquiry of persons in possession thereof.
4. Easements, liens, or encumbrances, or claims thereof, which are not shown by the public records.
5. Discrepancies, conflicts in boundary lines, shortages in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by the public records.
6. (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.
7. Any lien or right to a lien for services, labor, or material heretofore or hereafter furnished, imposed by law and not shown by the public records.
8. Minerals of whatsoever kind, subsurface and surface substances, including but not limited to coal, lignite, oil, gas, uranium, clay, rock, sand and gravel in, on, under and that may be produced from the Land, together with all rights, privileges, and immunities relating thereto, whether or not appearing in the Public Records or listed in Schedule B. Stewart makes no representation as to the present ownership of any such interests. There may be leases, grants, exceptions or reservations of interest that are not listed.
9. General taxes for the year 2020 and subsequent years, which are a lien due not yet payable.

Note: General taxes for the year 2019, a lien in the amount of \$3,224.84, which are paid in full. (Parcel No. RPK05240000010)

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ALTA COMMITMENT FOR TITLE INSURANCE

SCHEDULE B PART II

ISSUED BY
STEWART TITLE GUARANTY COMPANY

Exceptions

Note: General taxes for the year 2019, a lien in the amount of \$2,966.88, which are paid in full. (Parcel No. RPK05240000020)

10. Water and sewer charges of the City of Ketchum.
11. Ketchum rubbish charges billed by Clear Creek Disposal.
12. Power Line Easement, including the terms and provisions thereof, recorded July 8, 1963 in Book 178 of Deeds at page 35, as [Instrument No. 118840](#), records of Blaine County, Idaho.
13. Notes, Easements and Restrictions, as shown on the official map of Snowbird Subdivision, recorded July 9, 1990 as [Instrument No. 321440](#), records of Blaine County, Idaho.
14. Notices of liens if any, in favor of the State Tax Commission, the Department of Labor and Department of Health and Welfare of the State of Idaho filed in the office of the Secretary of State pursuant to Chapter 19, Title 45, Idaho Code. (The Idaho State Tax Commission electronically files liens with the office of the Secretary of State and not with the Blaine County Recorder. Until final review at closing, title may be subject to such further matters as appear necessary and appropriate following such review.)

Item 1 will be removed upon final review at closing, title may be subject to such further matters as appear necessary and appropriate following such review.

Items 2-5 and 7 may be removed upon issuance of any ALTA Extended Coverage Policy.

Copies of all recorded documents outlined in this section are available upon request.

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STG Privacy Notice

Stewart Title Companies

WHAT DO THE STEWART TITLE COMPANIES DO WITH YOUR PERSONAL INFORMATION?

Federal and applicable state law and regulations give consumers the right to limit some but not all sharing. Federal and applicable state law regulations also require us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand how we use your personal information. This privacy notice is distributed on behalf of the Stewart Title Guaranty Company and its title affiliates (the Stewart Title Companies), pursuant to Title V of the Gramm-Leach-Bliley Act (GLBA).

The types of personal information we collect and share depend on the product or service that you have sought through us. This information can include social security numbers and driver's license number.

All financial companies, such as the Stewart Title Companies, need to share customers' personal information to run their everyday business—to process transactions and maintain customer accounts. In the section below, we list the reasons that we can share customers' personal information; the reasons that we choose to share; and whether you can limit this sharing.

Reasons we can share your personal information.	Do we share	Can you limit this sharing?
For our everyday business purposes — to process your transactions and maintain your account. This may include running the business and managing customer accounts, such as processing transactions, mailing, and auditing services, and responding to court orders and legal investigations.	Yes	No
For our marketing purposes — to offer our products and services to you.	Yes	No
For joint marketing with other financial companies	No	We don't share
For our affiliates' everyday business purposes — information about your transactions and experiences. Affiliates are companies related by common ownership or control. They can be financial and non-financial companies. <i>Our affiliates may include companies with a Stewart name; financial companies, such as Stewart Title Company</i>	Yes	No
For our affiliates' everyday business purposes — information about your creditworthiness.	No	We don't share
For our affiliates to market to you — For your convenience, Stewart has developed a means for you to opt out from its affiliates marketing even though such mechanism is not legally required.	Yes	Yes, send your first and last name, the email address used in your transaction, your Stewart file number and the Stewart office location that is handling your transaction by email to optout@stewart.com or fax to 1-800-335-9591.
For non-affiliates to market to you. Non-affiliates are companies not related by common ownership or control. They can be financial and non-financial companies.	No	We don't share

We may disclose your personal information to our affiliates or to non-affiliates as permitted by law. If you request a transaction with a non-affiliate, such as a third party insurance company, we will disclose your personal information to that non-affiliate. [We do not control their subsequent use of information, and suggest you refer to their privacy notices.]

SHARING PRACTICES

How often do the Stewart Title Companies notify me about their practices?	We must notify you about our sharing practices when you request a transaction.
How do the Stewart Title Companies protect my personal information?	To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer, file, and building safeguards.
How do the Stewart Title Companies collect my personal information?	We collect your personal information, for example, when you <ul style="list-style-type: none">request insurance-related servicesprovide such information to us We also collect your personal information from others, such as the real estate agent or lender involved in your transaction, credit reporting agencies, affiliates or other companies.
What sharing can I limit?	Although federal and state law give you the right to limit sharing (e.g., opt out) in certain instances, we do not share your personal information in those instances.

Contact us: If you have any questions about this privacy notice, please contact us at: Stewart Title Guaranty Company, 1360 Post Oak Blvd., Ste. 100, Privacy Officer, Houston, Texas 77056

Privacy Notice for California Residents

Pursuant to the California Consumer Privacy Act of 2018 ("CCPA"), Stewart Information Services Corporation and its subsidiary companies (collectively, "Stewart") are providing this **Privacy Notice for California Residents** ("CCPA Notice"). This CCPA Notice supplements the information contained in Stewart's existing privacy notice and applies solely to all visitors, users and others who reside in the State of California or are considered California Residents ("consumers" or "you"). Terms used but not defined shall have the meaning ascribed to them in the CCPA.

Information Stewart Collects

Stewart collects information that identifies, relates to, describes, references, is capable of being associated with, or could reasonably be linked, directly or indirectly, with a particular consumer, household, or device. Most of the information that Stewart collects in the course of its regular business is already protected pursuant to the Gramm-Leach-Bliley Act (GLBA). Additionally, much of this information comes from government records or other information already in the public domain. Personal information under the CCPA does not include:

- Publicly available information from government records.
- Deidentified or aggregated consumer information.
- Certain personal information protected by other sector-specific federal or California laws, including but not limited to the Fair Credit Reporting Act (FCRA), GLBA and California Financial Information Privacy Act (FIPA).

Specifically, Stewart has collected the following categories of personal information from consumers within the last twelve (12) months:

Category	Examples	Collected?
A. Identifiers.	A real name, alias, postal address, unique personal identifier, online identifier, Internet Protocol address, email address, account name, Social Security number, driver's license number, passport number, or other similar identifiers.	YES
B. Personal information categories listed in the California Customer Records statute (Cal. Civ. Code § 1798.80(e)).	A name, signature, Social Security number, physical characteristics or description, address, telephone number, passport number, driver's license or state identification card number, insurance policy number, education, employment, employment history, bank account number, credit card number, debit card number, or any other financial information, medical information, or health insurance information. Some personal information included in this category may overlap with other categories.	YES
C. Protected classification characteristics under California or federal law.	Age (40 years or older), race, color, ancestry, national origin, citizenship, religion or creed, marital status, medical condition, physical or mental disability, sex (including gender, gender identity, gender expression, pregnancy or childbirth and related medical conditions), sexual orientation, veteran or military status, genetic information (including familial genetic information).	YES
D. Commercial information.	Records of personal property, products or services purchased, obtained, or considered, or other purchasing or consuming histories or tendencies.	YES
E. Biometric information.	Genetic, physiological, behavioral, and biological characteristics, or activity patterns used to extract a template or other identifier or identifying information, such as, fingerprints, faceprints, and voiceprints, iris or retina scans, keystroke, gait, or other physical patterns, and sleep, health, or exercise data.	YES
F. Internet or other similar network activity.	Browsing history, search history, information on a consumer's interaction with a website, application, or advertisement.	YES
G. Geolocation data.	Physical location or movements.	YES
H. Sensory data.	Audio, electronic, visual, thermal, olfactory, or similar information.	YES
I. Professional or employment-related information.	Current or past job history or performance evaluations.	YES
J. Non-public education information (per the Family Educational Rights and Privacy Act (20 U.S.C. Section 1232g, 34 C.F.R. Part 99)).	Education records directly related to a student maintained by an educational institution or party acting on its behalf, such as grades, transcripts, class lists, student schedules, student identification codes, student financial information, or student disciplinary records.	YES
K. Inferences drawn from other personal information.	Profile reflecting a person's preferences, characteristics, psychological trends, predispositions, behavior, attitudes, intelligence, abilities, and aptitudes.	YES

Stewart obtains the categories of personal information listed above from the following categories of sources:

- Directly and indirectly from customers, their designees or their agents (For example, realtors, lenders, attorneys, etc.)
- Directly and indirectly from activity on Stewart's website or other applications.
- From third-parties that interact with Stewart in connection with the services we provide.

Use of Personal Information

Stewart may use or disclose the personal information we collect for one or more of the following purposes:

- To fulfill or meet the reason for which the information is provided.
- To provide, support, personalize, and develop our website, products, and services.
- To create, maintain, customize, and secure your account with Stewart.
- To process your requests, purchases, transactions, and payments and prevent transactional fraud.
- To prevent and/or process claims.
- To assist third party vendors/service providers who complete transactions or perform services on Stewart's behalf.
- As necessary or appropriate to protect the rights, property or safety of Stewart, our customers or others.
- To provide you with support and to respond to your inquiries, including to investigate and address your concerns and monitor and improve our responses.
- To personalize your website experience and to deliver content and product and service offerings relevant to your interests, including targeted offers and ads through our website, third-party sites, and via email or text message (with your consent, where required by law).
- To help maintain the safety, security, and integrity of our website, products and services, databases and other technology assets, and business.
- To respond to law enforcement or regulator requests as required by applicable law, court order, or governmental regulations.
- Auditing for compliance with federal and state laws, rules and regulations.
- Performing services including maintaining or servicing accounts, providing customer service, processing or fulfilling orders and transactions, verifying customer information, processing payments, providing advertising or marketing services or other similar services.
- To evaluate or conduct a merger, divestiture, restructuring, reorganization, dissolution, or other sale or transfer of some or all of our assets, whether as a going concern or as part of bankruptcy, liquidation, or similar proceeding, in which personal information held by us is among the assets transferred.

Stewart will not collect additional categories of personal information or use the personal information we collected for materially different, unrelated, or incompatible purposes without providing you notice.

Disclosure of Personal Information to Affiliated Companies and Nonaffiliated Third Parties

Stewart does not sell your personal information to nonaffiliated third parties. Stewart may share your information with those you have designated as your agent in the course of your transaction (for example, a realtor or a lender). Stewart may disclose your personal information to a third party for a business purpose. Typically, when we disclose personal information for a business purpose, we enter a contract that describes the purpose and requires the recipient to both keep that personal information confidential and not use it for any purpose except performing the contract.

We share your personal information with the following categories of third parties:

- Service providers and vendors (For example, search companies, mobile notaries, and companies providing credit/debit card processing, billing, shipping, repair, customer service, auditing, marketing, etc.)
- Affiliated Companies
- Litigation parties and attorneys, as required by law.
- Financial rating organizations, rating bureaus and trade associations.
- Federal and State Regulators, law enforcement and other government entities

In the preceding twelve (12) months, Stewart has disclosed the following categories of personal information for a business purpose:

Category A: Identifiers
Category B: California Customer Records personal information categories
Category C: Protected classification characteristics under California or federal law
Category D: Commercial Information
Category E: Biometric Information
Category F: Internet or other similar network activity
Category G: Geolocation data
Category H: Sensory data
Category I: Professional or employment-related information
Category J: Non-public education information
Category K: Inferences

Consumer Rights and Choices

The CCPA provides consumers (California residents) with specific rights regarding their personal information. This section describes your CCPA rights and explains how to exercise those rights.

Access to Specific Information and Data Portability Rights

You have the right to request that Stewart disclose certain information to you about our collection and use of your personal information over the past 12 months. Once we receive and confirm your verifiable consumer request, Stewart will disclose to you:

- The categories of personal information Stewart collected about you.
- The categories of sources for the personal information Stewart collected about you.
- Stewart's business or commercial purpose for collecting that personal information.
- The categories of third parties with whom Stewart shares that personal information.
- The specific pieces of personal information Stewart collected about you (also called a data portability request).
- If Stewart disclosed your personal data for a business purpose, a listing identifying the personal information categories that each category of recipient obtained.

Deletion Request Rights

You have the right to request that Stewart delete any of your personal information we collected from you and retained, subject to certain exceptions. Once we receive and confirm your verifiable consumer request, Stewart will delete (and direct our service providers to delete) your personal information from our records, unless an exception applies.

Stewart may deny your deletion request if retaining the information is necessary for us or our service providers to:

1. Complete the transaction for which we collected the personal information, provide a good or service that you requested, take actions reasonably anticipated within the context of our ongoing business relationship with you, or otherwise perform our contract with you
2. Detect security incidents, protect against malicious, deceptive, fraudulent, or illegal activity, or prosecute those responsible for such activities.
3. Debug products to identify and repair errors that impair existing intended functionality.
4. Exercise free speech, ensure the right of another consumer to exercise their free speech rights, or exercise another right provided for by law.
5. Comply with the California Electronic Communications Privacy Act (Cal. Penal Code § 1546 *seq.*).
6. Engage in public or peer-reviewed scientific, historical, or statistical research in the public interest that adheres to all other applicable ethics and privacy laws, when the information's deletion may likely render impossible or seriously impair the research's achievement, if you previously provided informed consent.
7. Enable solely internal uses that are reasonably aligned with consumer expectations based on your relationship with us.
8. Comply with a legal obligation.
9. Make other internal and lawful uses of that information that are compatible with the context in which you provided it.

Exercising Access, Data Portability, and Deletion Rights

To exercise the access, data portability, and deletion rights described above, please submit a verifiable consumer request to us either:

- Calling us Toll Free at 1-866-571-9270
- Emailing us at Privacyrequest@stewart.com
- Visiting <http://stewart.com/ccpa>

Only you, or someone legally authorized to act on your behalf, may make a verifiable consumer request related to your personal information. You may also make a verifiable consumer request on behalf of your minor child.

To designate an authorized agent, please contact Stewart through one of the methods mentioned above.

You may only make a verifiable consumer request for access or data portability twice within a 12-month period. The verifiable consumer request must:

- Provide sufficient information that allows us to reasonably verify you are the person about whom we collected personal information or an authorized representative.
- Describe your request with sufficient detail that allows us to properly understand, evaluate, and respond to it.

Stewart cannot respond to your request or provide you with personal information if we cannot verify your identity or authority to make the request and confirm the personal information relates to you.

Making a verifiable consumer request does not require you to create an account with Stewart.

Response Timing and Format

We endeavor to respond to a verifiable consumer request within forty-five (45) days of its receipt. If we require more time (up to an additional 45 days), we will inform you of the reason and extension period in writing.

A written response will be delivered by mail or electronically, at your option.

Any disclosures we provide will only cover the 12-month period preceding the verifiable consumer request's receipt. The response we provide will also explain the reasons we cannot comply with a request, if applicable. For data portability requests, we will select a format to provide your personal information that is readily useable and should allow you to transmit the information from one entity to another entity without hindrance.

Stewart does not charge a fee to process or respond to your verifiable consumer request unless it is excessive, repetitive, or manifestly unfounded. If we determine that the request warrants a fee, we will tell you why we made that decision and provide you with a cost estimate before completing your request.

Non-Discrimination

Stewart will not discriminate against you for exercising any of your CCPA rights. Unless permitted by the CCPA, we will not:

- Deny you goods or services.
- Charge you a different prices or rates for goods or services, including through granting discounts or other benefits, or imposing penalties.
- Provide you a different level or quality of goods or services.
- Suggest that you may receive a different price or rate for goods or services or a different level or quality of goods or services.

Changes to Our Privacy Notice

Stewart reserves the right to amend this privacy notice at our discretion and at any time. When we make changes to this privacy notice, we will post the updated notice on Stewart's website and update the notice's effective date. **Your continued use of Stewart's website following the posting of changes constitutes your acceptance of such changes.**

Contact Information

If you have questions or comments about this notice, the ways in which Stewart collects and uses your information described here, your choices and rights regarding such use, or wish to exercise your rights under California law, please do not hesitate to contact us at:

Phone: Toll Free at 1-866-571-9270

Website: <http://stewart.com/ccpa>

Email: Privacyrequest@stewart.com

Postal Address: Stewart Information Services Corporation
Attn: Mary Thomas, Deputy Chief Compliance Officer
1360 Post Oak Blvd., Ste. 100, MC #14-1
Houston, TX 77056

Idaho Power Application for Release of Easement

This application form is to be used to request that Idaho Power release part or all of an existing Idaho Power easement. Upon submittal of this form, Idaho Power will review the easement to determine if the easement (or a portion thereof) will be released or retained. Note the acceptance of the application does not obligate Idaho Power to release any portion of the easement.

Time Frame: Depending on the request, the process may take over ten weeks. This time frame begins once a complete application packet is received by Idaho Power's Corporate Real Estate Department. Some requests may require greater information or expense. Please be as thorough as possible to save processing time. You will be notified if the application package is not complete.

Process: Once received, the request will be reviewed to determine if the easement is required for current or future facilities. Be aware, requests will not be approved if electrical facilities are present. In addition, easements for transmission lines may require special consideration. Please call 208-388-2699 if you are requesting the release of a transmission line easement.

In some cases where electrical facilities are present, relocation of the facilities may be an option. If facility relocation is needed to allow an easement to be released, the cost of such relocation(s) would be paid by the applicant before the release is granted. If required, the acquisition of new easements or the relocation/removal of facilities must be completed prior to Idaho Power issuing a release of easement.

If the request is granted, the appropriate documentation will be created and a copy will be sent to the applicant.

Required Enclosures:

For an application to be considered for review, the following items are required:

1. A completed application.
2. A recorded copy of the document to be reviewed: Idaho Power Easements, Subdivision Plats, Townsite Plats, etc. Copies of these documents may be obtained through the county recorder's office or a title company.
3. A legal description prepared by a licensed surveyor defining the area being requested for release.
4. A map showing the property boundaries, with the easement area clearly marked, a compass, and any neighboring streets or landmarks.
5. A non-refundable application fee of \$150 payable to Idaho Power.
6. In some cases, an ALTA/ASCM Land Title Survey or an easement valuation may be needed.

When the application is complete, send it to the Corporate Real Estate Department at the address listed on the application form, or via e-mail to easements@idahopower.com (payment must be sent via regular mail or personal delivery). If questions arise on the required content of this application, please call 208-388-2699 (Easement Specialist).

Idaho Power Application for Release of Easement

Applicant may be requested to pay other costs if required to complete this request (e.g., surveying, appraisal, title search, etc.)

Mail to: Corporate Real Estate Department: Land Management & Permitting (or email to easements@idahopower.com)
Attn: Easement Specialist
P.O. Box 70
Boise, ID 83707-0070
Phone: (208) 388-2699

David Patrie

Digitally signed by David Patrie
Date: 2022.01.25 10:40:39 -07'00'

Applicant's Signature and Printed Name

Applicant Information

Applicant's Name Benchmark Associates		Date 01/25/22	
Mailing Address PO Box 733		City Ketchum	State ID
Phone 208.726.9512		Cell	E-mail dave@bma5b.com

Current Property Owner Information

Owner's Name Scott Edwards			
Mailing Address 13019 Naomilawn Dr SW		City Lakewood	State WA
Phone		Cell	E-mail sjed55@gmail.com

Type

<input type="checkbox"/> Idaho Power Easement	<input checked="" type="checkbox"/> Public Utility Easement	<input type="checkbox"/> Road Right of Way	<input type="checkbox"/> Other
---	---	--	--------------------------------

Easement Information

Instrument # 321440	Date Recorded 07-09-1990	Execution Date 07-09-1990
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Location Information

County Blaine	Quarter	Township 4N	Range 17E	Section 13
Subdivision Snowbird Subdivision	Block 1	Lot 1 & 2	Parcel Number / Assessor's Number RPK05240000010 & RPK05240000020	

In addition to information provided, please explain request. (If more space is needed, please use the backside of this form.)

(Why is this needed? Is there a pending sale? Are there any associated public hearings? What are your dates of construction?)
We are proposing a replat of this subdivision in which the lot lines are reconfigured. The subdivision plat granted PUE along all side and rear lot lines. The "flag" portion of along Lots 1-2 is proposed to be eliminated. This reconfiguration eliminates the need for the PUE along the former north/south lot line of 96.71' with a bearing of S 00 deg 01' 43" east and the former east/west lot line of 85.00' with a bearing of S 89 deg 12' 40" E (see attached exhibit). All other PUEs will remain and additional PUEs are granted on the proposed plat as shown in the attached preliminary plat. Public hearing scheduled.

Required Enclosures (See explanations on cover letter)

<input checked="" type="checkbox"/> Complete Application	<input checked="" type="checkbox"/> Copy of easement, subdivision plat, or city town site
<input checked="" type="checkbox"/> Map of Location	<input checked="" type="checkbox"/> \$150 Application Fee
	<input checked="" type="checkbox"/> Legal Description

For IPC Use Only

Release Number	Application Received	Check Number	Date Completed
----------------	----------------------	--------------	----------------

AFFIDAVIT OF LEGAL INTEREST

State of _____)

ss

County of _____)

I, Scott Edwards, 13019 Naomilawn Dr SW
(Name) (Address)
Lakewood, WA 98498
(City) (State/Zip)

Being first duly sworn upon oath, depose and say:

(If Applicant is also Owner of Record, skip to B)

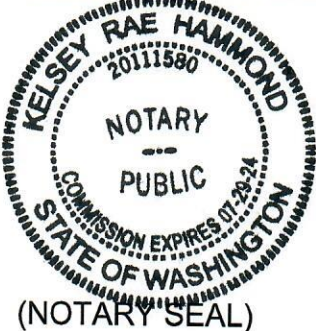
A. That I am the record owner of the property described on the attached, and I grant my permission to David Patrie, Benchmark Associates, PO Box 733, Ketchum, ID to submit the accompanying application pertaining to that Property.
(Name) (Address)

B. I agree to indemnify, defend and hold Idaho Power Company and its employees harmless from any claim or liability resulting from any dispute as to the statements contained herein or as to the ownership of the property which is the subject of the application.

Dated this 25th day of January, 2022.

[Signature]
(Signature)

Subscribed and sworn to before me the day and year first above written.





KELSEY RAE HAMMOND
Notary Public for ~~Idaho~~ Washington
Residing at: TACOMA, WA
My commission expires: 07-29-24

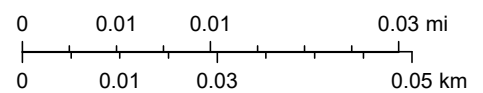
Snowbird Subdivision Area Map



1/25/2022, 10:41:59 AM

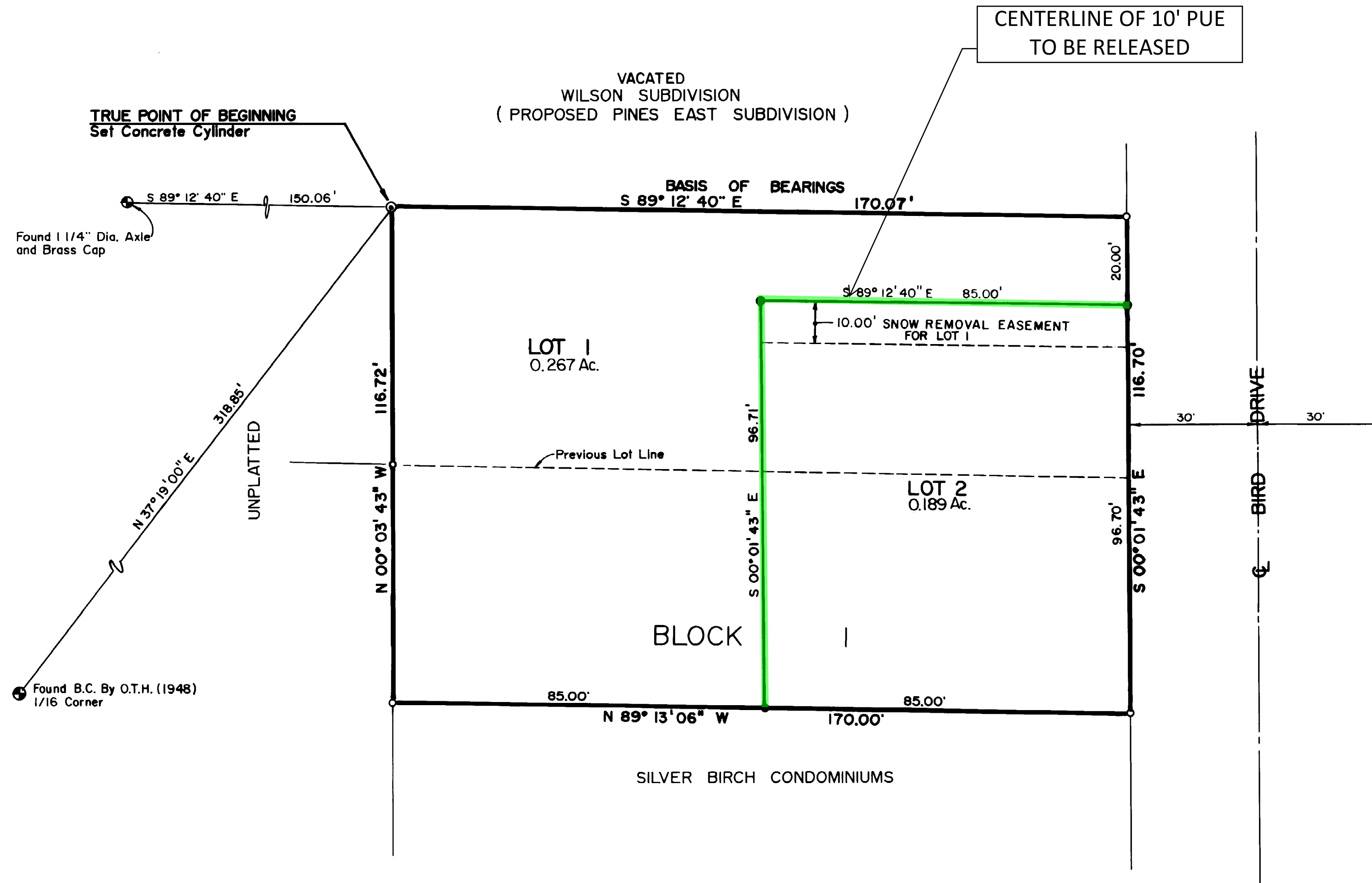
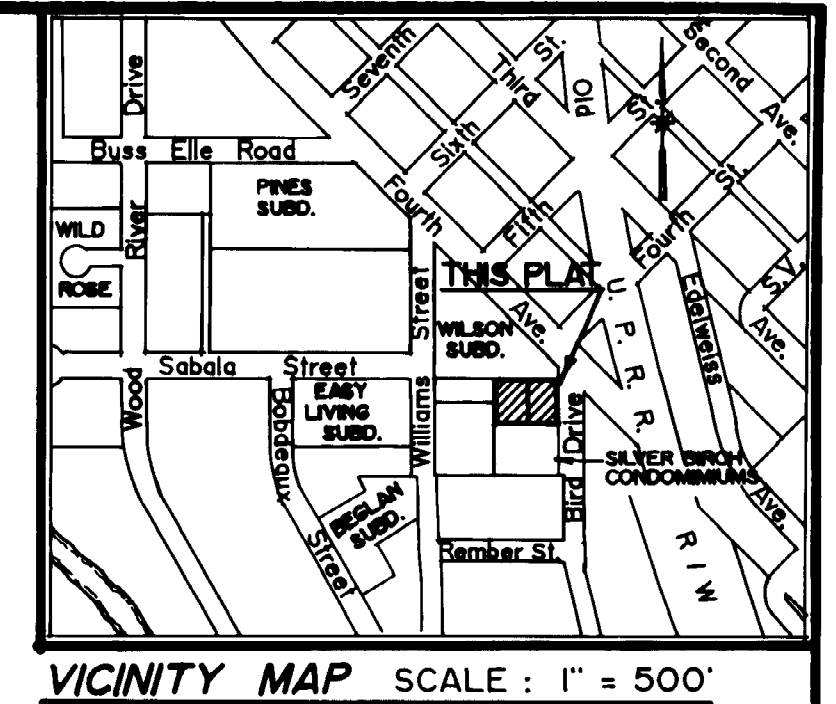
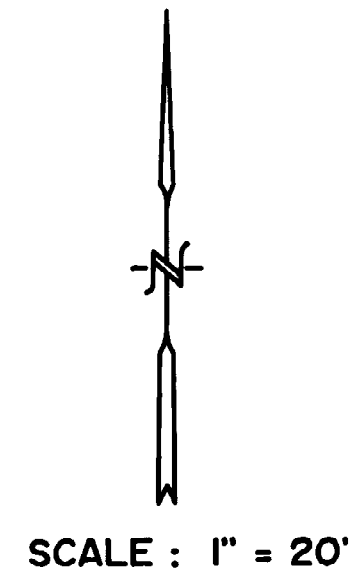
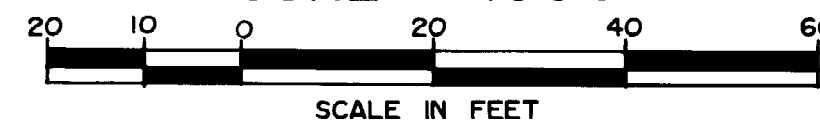
1:970

 Parcels
 Roads



Blaine County GIS

A PLAT SHOWING
SNOWBIRD SUBDIVISION
 WHEREIN THE LOT LINE BETWEEN T.L. 3206 AND 3334 IS REORIENTED
 LOCATED WITHIN
 SECTION 13, T.4 N., R.17 E., B.M., CITY OF KETCHUM, BLAINE COUNTY, IDAHO
 JUNE 1990

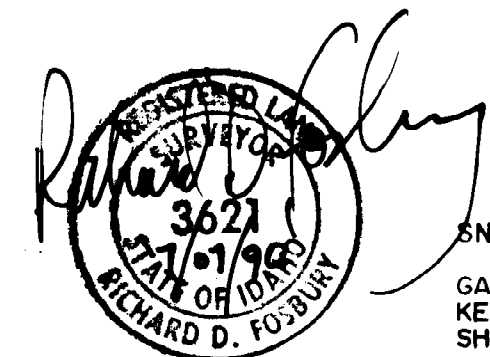


LEGEND

- Found Brass Cap
- ⊙ Found 1" Iron Pipe
- Found 1/2" Rebar
- Set 1/2" Rebar, L.S. 3621

NOTES

- I. A 10 foot Public Utility easement exists centered upon all side and rear lot lines.



SNOWBIRD SUBDIVISION
 GALENA ENGINEERING, INC.
 KETCHUM, IDAHO
 SHEET 1 OF 2

CERTIFICATE OF OWNERSHIP

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

A parcel of land in Government Lot 3, Section 13, T4N, R17E, B.M., Blaine County, Idaho; more particularly described as follows:

Commencing at a brass cap marking the Southeast 1/16 corner of said Section 13;

thence N 37° 19' 00" E, 318.85 feet to the TRUE POINT OF BEGINNING;

thence S 89° 12' 40" E, 170.07 feet;

thence S 0° 01' 43" E, 116.70 feet;

thence N 89° 13' 06" W, 170.00 feet;

thence N 0° 03' 43" W, 116.72 feet to the TRUE POINT OF BEGINNING, containing 0.46 acres, more or less.

The easements indicated hereon are not dedicated to the public, but the right to use said easements is hereby reserved for the public utilities and for any other uses indicated hereon and no permanent structures are to be erected within the lines of said easements.

It is the intent of the owners to hereby include said land in this plat.

John A. Burke, President
John A. Burke, President
Nelson Realty, Inc., an Idaho corporation

ACKNOWLEDGEMENT

STATE OF IDAHO } ss
COUNTY OF BLAINE }

On this 16th day of July, 1990, before me, a Notary Public in and for said State, personally appeared John A. Burke known to me to be the president of Nelson Realty, Inc. and acknowledged to me that such corporation 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.

Deborah K. Hoffman 5-3-95
Notary Public in and for the State of

William A. McMahon, President
William A. McMahon, President
Savant, a corporation

ACKNOWLEDGEMENT

STATE OF IDAHO } ss
COUNTY OF BLAINE }

On this 9th day of July, 1990, before me, a Notary Public in and for said State, personally appeared William A. McMann known to me to be the president of Savant and acknowledged to me that such corporation executed the same.

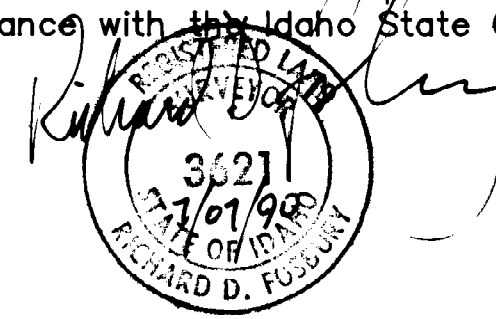
IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

Sheila Lienhard
Notary Public in and for the State of Idaho

SANITARY RESTRICTIONS

SURVEYOR'S CERTIFICATION

I, Richard D. Fosbury, a duly licensed land surveyor in the State of Idaho, do hereby certify that this plat of Snowbird Subdivision is a true and accurate map of the land surveyed under my direct supervision and that it is in accordance with the Idaho State Code relating to plats and surveys.



ACKNOWLEDGEMENT

STATE OF IDAHO } ss
COUNTY OF BLAINE }

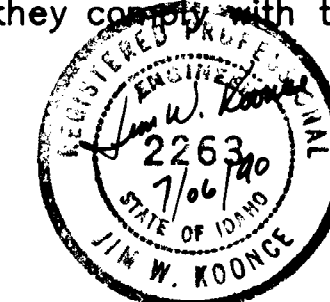
On this 16th day of July, 1990, before me, a Notary Public in and for said State, personally appeared Richard D. Fosbury, known to me to be the person whose name is subscribed to the above Surveyor's certificate and acknowledged to me that he executed the same.

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

Deborah K. Hoffman 5-3-95
Notary Public in and for the State of Idaho

COUNTY ENGINEER'S APPROVAL

I, Jim W. Koonce, County Engineer 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.



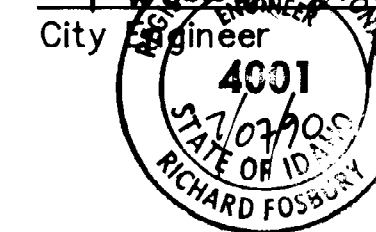
APPROVAL OF CITY COUNCIL

The foregoing plat was approved by the City Council of Ketchum on this 28th day of June, 1990.

David E. Coe
City Clerk

CITY ENGINEER'S APPROVAL

The foregoing plat was approved by Richard Fosbury, City Engineer for the City of Ketchum on this _____ day of _____, 1990.



COUNTY TREASURER'S APPROVAL

The taxes on the foregoing parcel of land have been paid to this date and this plat of Snowbird Subdivision is hereby approved this 9 day of July, 1990.

Marlene Lavin by Mike L. Wick
Blaine County Treasurer

COUNTY RECORDER'S CERTIFICATE

STATE OF IDAHO } ss
COUNTY OF BLAINE }

This is to certify that the foregoing plat was filed in the office of the Recorder of Blaine County, Idaho on this 9 day of July, 1990, at 2:32 P.M., and duly recorded in Plat Book _____, at page _____.

Marlene Lavin by Mike L. Wick
Ex-officio Recorder

321440

Snowbird Subdivision
Galena Engineering, INC.
Ketchum, Idaho
Sheet 2 of 2

Job No. 2616

February 23, 2022

Sent via email to dave@bma5b.com

David Patrie
Benchmark Associates
PO Box 733
Ketchum, Idaho 83340

Re: Relinquishment of Public Utility Easement along the north and east lot line of Lot 2 of Block 1 in the Snowbird Subdivision, Blaine County, ID

Dear David,

This is in response to the PUE relinquishment request submitted to Idaho Power Company and received in our office January 25, 2021, regarding the possible relinquishment of a public utility easement (PUE) located along the north and east lot line of Lot 2 of Block 1 in the Snowbird Subdivision. The attached Exhibit A more specifically identifies the requested area for relinquishment.

Idaho Power's review of your request indicated that we do not have facilities located within the requested area. As such, Idaho Power agrees to relinquish our interest in the PUE that is located along the north and east lot line of Lot 2 of Block 1 in the Snowbird Subdivision.

Thank you once again for providing Idaho Power Company the opportunity to review and comment upon the subject petition for relinquishment.

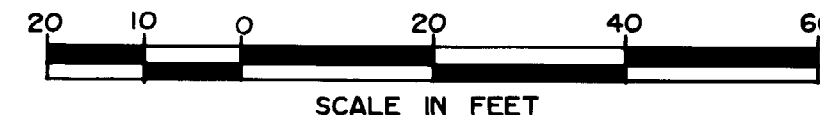
Sincerely,



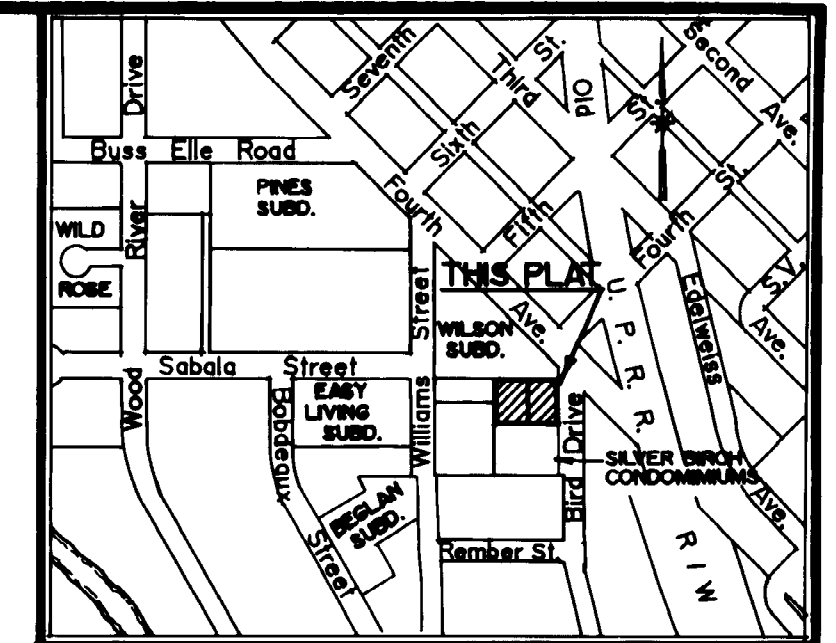
Laura Lacy
Associate Real Estate Specialist
Idaho Power Company/ Corporate Real Estate
Land Management and Permitting Department
208-388-5070
llacy@idahopower.com

EXHIBIT A

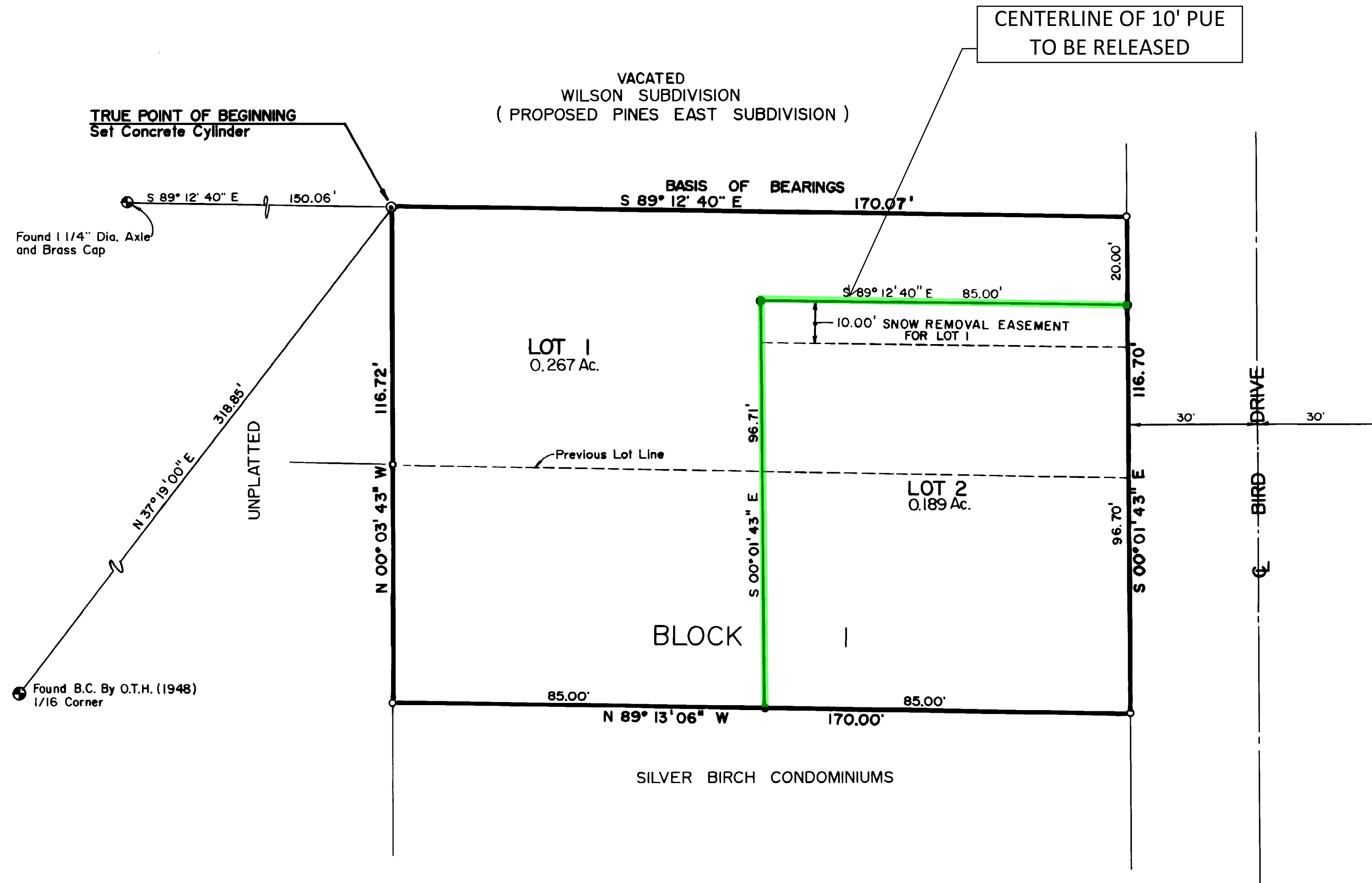
A PLAT SHOWING SNOWBIRD SUBDIVISION WHEREIN THE LOT LINE BETWEEN T.L. 3206 AND 3334 IS REORIENTED LOCATED WITHIN SECTION 13, T.4 N., R.17 E., B.M., CITY OF KETCHUM, BLAINE COUNTY, IDAHO JUNE 1990



SCALE : 1" = 20'



VICINITY MAP SCALE : 1" = 500'

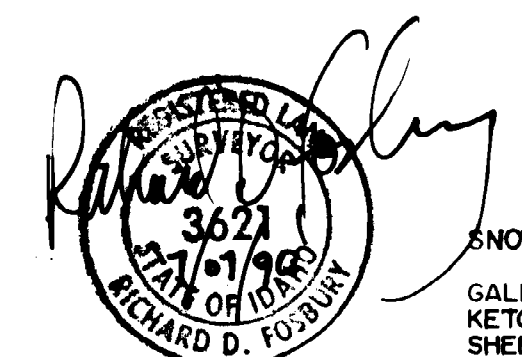


LEGEND

- Found Brass Cap
- ⊙ Found 1" Iron Pipe
- Found 1/2" Rebar
- Set 1/2" Rebar, L.S. 3621

NOTES

- I. A 10 foot Public Utility easement exists centered upon all side and rear lot lines.



SNOWBIRD SUBDIVISION
GALENA ENGINEERING, INC.
KETCHUM, IDAHO
SHEET 1 OF 2

Job No. 2616

**DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS
FOR**

SNOWBIRD TOWNHOMES OWNER'S ASSOCIATION, INC.

THIS DECLARATION is made effective as of the 31st day of January 2022, by Scott J. Edwards ("Grantor").

ARTICLE 1: RECITALS

1.1 Grantor is the owner of all of the real property located in the City of Ketchum, County of Blaine, State of Idaho, described in the attached Exhibit A (the "Property").

1.2 The purpose of this Declaration is to set forth the basic restrictions, covenants, limitations, easements, conditions, and equitable servitudes (collectively "Restrictions") that apply to the Property. The Restrictions are designed to preserve the Property's value, desirability, and attractiveness, to ensure a well-integrated high-quality development, and to guarantee adequate maintenance of the Common Area, and the Improvements located thereon, in a cost effective and administratively efficient manner.

ARTICLE II: DECLARATION

Grantor declares that the Property shall be held, sold, conveyed, encumbered, hypothecated, leased, used, occupied, and improved subject to the following terms, covenants, conditions, easements, and restrictions, all of which are declared and agreed to be in furtherance of a general plan for the protection, maintenance, subdivision, improvement, and sale of the Property, and to enhance the value, desirability, and attractiveness of the Property. The terms, covenants, conditions, easements, and restrictions set forth herein:

A. shall be appurtenant and run with the land constituting the Property, and with each estate therein, and shall be binding upon all persons having or acquiring any right, title, or interest in the Property or any subplot, parcel, or portion thereof;

B. shall inure to the benefit of every subplot, parcel, or portion of the Property and any interest therein; and,

C. shall inure to the benefit of, and be binding upon, Grantor, Grantor's successors in interest, and each grantee or Owner, and such grantee's or Owner's respective successors in interest, and may be enforced by Grantor, by any Owner, or such Owner's successors in interest, or by the Association as hereinafter described.

Notwithstanding the foregoing, no provision of this Declaration shall be construed as to prevent or limit Grantor's right to complete development of the Property and to construct improvements thereon, nor Grantor's right to post signs incidental to construction, sales, or leasing, nor Grantor's right to modify plans for the Property, all in accordance with any necessary approvals of the City of Ketchum..

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR SNOWBIRD TOWNHOMES
OWNER'S ASSOCIATION, INC.\1

ARTICLE III: DEFINITIONS

- 3.1 Architectural Committee shall mean the committee created by the Grantor or an Association pursuant to Article X hereof.
- 3.2 Articles shall mean the Articles of Incorporation of an Association or other organizational or charter documents of an Association.
- 3.3 Assessments shall mean those payments required of Owners or Association Members, including Regular, Special, and Limited Assessments of the Association as further defined in this Declaration.
- 3.4 Association shall mean the Idaho profit or non-profit corporation, and its successors and assigns, established by Grantor to exercise the powers and to carry out the duties set forth in this Declaration or any Supplemental Declaration. Grantor shall have the power, in his discretion, to name the Association Snowbird Townhomes Owner's Association, Inc., or any similar name which fairly reflects its purpose.
- 3.5 Association Rules shall mean those rules and regulations promulgated by the Association governing conduct upon and use of the Property under the jurisdiction or control of the Association, the imposition of fines and forfeitures for violation of Association Rules and regulations, and procedural matters for use in the conduct of business of the Association.
- 3.6 Board shall mean the Board of Directors or other governing board or individual, if applicable, of the Association.
- 3.7 Building Footprint shall mean that portion(s) of the Property so designated as "Building Footprint" on the plat for the Property or by Supplemental Declaration.
- 3.8 Building Lot shall mean one or more sublots within the Property as specified or shown on any Plat and/or by Supplemental Declaration, upon which Improvements may be constructed.
- 3.9 Bylaws shall mean the Bylaws of the Association.
- 3.10 Declaration shall mean this Declaration as it may be amended from time to time.
- 3.11 Design Guidelines shall mean the construction guidelines approved by the Architectural Committee.
- 3.12 Grantor shall mean SCOTT J. EDWARDS, and his successors in interest, or affiliates of the Grantor, or any person or entity to whom the rights under this Declaration are expressly transferred by Grantor or his successor. An affiliate shall mean any entity with some form of common ownership interest with the Grantor or partners of the Grantor.
- 3.13 Improvement shall mean any structure, facility, or system, or other improvement or object, whether permanent or temporary, which is erected, constructed, or placed upon, under, or in, any portion of the Property, including but not limited to buildings, underground invisible fences, streets, drives, parking areas, driveways, sidewalks, bicycle paths, curbs, landscaping, signs, lights, mail boxes, electrical lines, pipes, pumps, ditches, waterways, and fixtures of any kind whatsoever.

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR SNOWBIRD TOWNHOMES
OWNER'S ASSOCIATION, INC.12

3.14 Landscape Easements shall mean any portion of a Building Lot located within the landscape easements designated on the Plat or in a Supplemental Declaration. This Landscape Easement is in addition to the general landscape easement described in Sections 5.5.2.3 and 11.7 of this Declaration.

3.15 Limited Assessment shall mean a charge against a particular Owner and such Owner's Building Lot, directly attributable to the Owner, equal to the cost incurred by the Association for corrective action performed pursuant to the provisions of this Declaration, including interest thereon as provided in this Declaration.

3.16 Common Area shall mean all real and personal property and fixtures in which the Association holds an interest or which is held or maintained, permanently or temporarily, for the common use, enjoyment, and benefit of the entire Property and each Owner therein, and shall include, without limitation, all such parcels that are designated on the plat as parking areas, common areas, common open space areas, common landscaped areas, lighting located in common areas, snow melt boilers located in basements and all irrigation systems. The Common Area may be established from time to time by Grantor on any portion of the Property by describing it on a plat, by granting or reserving it in a deed or other instrument, or by designating it pursuant to this Declaration or any Supplemental Declaration. The Common Area may include fee, leasehold, easement and/or license rights.

3.17 Limited Common Area shall mean those common areas and facilities designated herein or on the plat for use by Owners of particular sublots to the exclusion of others.

3.18 Member shall mean each person or entity holding a membership in the Association. Where specific reference or the context so indicates, it shall also mean persons or entities holding membership.

3.19 Owner shall mean the person or other legal entity, including Grantor, holding fee simple interest of record to a Building Lot which is a part of the Property, and sellers under executory contracts of sale, but excluding those having such interest merely as security for the performance of an obligation.

3.20 Person shall mean any individual, partnership, corporation, or other legal entity.

3.21 Plat shall mean any subdivision plat covering any portion of the Property as recorded at the office of the County Recorder, Blaine County, Idaho, as the same may be amended by duly recorded amendments thereof.

3.22 Property shall mean the real property described in Exhibit A, including each subplot, parcel, and portion thereof and interest therein, including all water rights associated with or appurtenant to such property, which are brought within the jurisdiction hereof by Supplemental Declaration or otherwise.

3.23 Regular Assessment shall mean the portion of the cost of maintaining, improving, repairing, managing, and operating the Common Area and all Improvements located thereon, and the other costs of an Association which is to be levied against the Property of and paid by each Owner to the Association, pursuant to the terms of this Declaration or a Supplemental Declaration.

3.24 Special Assessment shall mean the portion of the costs of the capital improvements or replacements, equipment purchases and replacements or shortages in Regular Assessments which are authorized and to be

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR SNOWBIRD TOWNHOMES
OWNER'S ASSOCIATION, INC.\3

paid by each Owner to the Association, pursuant to the provisions of this Declaration or a Supplemental Declaration.

3.25 Sublot shall mean that portion(s) of the Property designated as a “sublot” on the plat for the Property.

3.26 Supplemental Declaration shall mean any Supplemental Declaration including additional covenants, conditions, and restrictions that might be adopted with respect to any portion of the Property.

3.27 Waterway shall mean any surface water amenity, including, without limitation, any lake, pond, channel, slough, stream, or reservoir, natural or artificial, which is located on the Property and which is included within or managed as Common Area.

ARTICLE IV: GENERAL AND SPECIFIC RESTRICTIONS

4.1 Structures - Generally. All structures are to be designed, constructed and used in such a manner as to promote compatibility between the types of use contemplated by this Declaration.

4.1.1 Use and Size of Dwelling Structure. All Building Lots shall be used exclusively for single-family residential purposes. No Building Lot shall be improved except with a single-family dwelling unit or structure. The Owner shall be allowed to lease their Building Lot(s), long term (at least a consecutive six-month term), for single family use; provided however, it shall be the Owner’s responsibility to insure that all such tenants abide by the terms of this Declaration and any Rules and Regulations of the Association. There shall be no outbuildings of any kind (whether detached or not) allowed on any Building Lot. Any additions or alterations to the originally constructed structure shall be subject to the Architecture Committee’s approval. Such addition, if allowed by the City of Ketchum and/or the Architecture Committee, shall match the style, look and color of the existing structure

4.1.2 Architectural Committee Review. No Improvements above or below ground or which will ultimately affect the visibility of any above ground Improvement shall be built, erected, placed, or materially altered or removed from the Property unless and until the building plans, specifications, and plot plan or other appropriate plans and specifications have been reviewed in advance by the Architectural Committee and the same have been approved in writing. The review and approval or disapproval may be based upon the following factors: size, height, design and style elements, mass and form, topography, setbacks, finished ground elevations, architectural symmetry, drainage, color, materials, including Architectural Committee approved architectural roofing material, physical or aesthetic impacts on other properties, including Common Areas, artistic conformity to the terrain and the other Improvements on the Property, and any and all other factors which the Architectural Committee, in its reasonable discretion, deems relevant. Said requirements as to the approval of the architectural design shall apply only to the exterior appearance of the Improvements. This Declaration is not intended to serve as authority for the Architectural Committee to control the interior layout or design of residential structures except to the extent incidentally necessitated by use, size, and height restrictions. In addition, the approval of the City of Ketchum shall be required prior to the alteration, removal or construction of any improvements on the Property.

4.1.3 Setbacks and Height. The height of any structure on a Building Lot shall be in conformance with the requirements of the Ketchum City Zoning Ordinance. Set back requirements for all structures on a Building Lot shall be in conformance with the plat of the Property.

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR SNOWBIRD TOWNHOMES
OWNER’S ASSOCIATION, INC.\\4

4.1.4 Mailboxes. If mailboxes are allowed by Ketchum City Zoning, the mailbox shall be a group mailbox for all Owners.

4.1.5 Fencing. There shall be allowed either above ground or below fences on any Building Lot unless constructed by Grantor.

4.1.6 Lighting. Exterior lighting, including flood lighting, shall be part of the architectural concept of the Improvements on a Building Lot. Fixtures, standards, and all exposed accessories shall be harmonious with building design, and shall be as approved by the Architectural Committee. Lighting shall be restrained in design, and excessive brightness shall be avoided.

Approval by the City of Ketchum shall be required for any removal, alteration or addition to exterior lighting on the Property.

4.2 Antennae. No exterior radio antenna, television antenna or other antenna of any type shall be erected or maintained on the property unless it is approved by the Architectural Committee of the Association per Article X and located or screened in a manner acceptable to said Architectural Committee. No satellite dishes shall be allowed on the Property; provided, however, that small dishes of approximately three (3) feet or less diameter may be placed in an appropriate portion of a Lot not visible from the street if allowed by the Architectural Committee, and subject to all terms and conditions, including screening, which may be imposed in the sole discretion of the Architectural Committee.

4.3 Insurance Rates. Nothing shall be done or kept on any Building Lot which will increase the rate of insurance on any other portion of the Property without the approval of the Owner of such other portion, nor shall anything be done or kept on the Property or a Building Lot which would result in the cancellation of insurance on any property owned or managed by the Association or which would be in violation of any law.

4.4 No Further Subdivision. No Building Lot may be further subdivided, nor may any easement or other interest therein be subdivided in any way.

4.5 Signs. No sign of any kind shall be displayed to the public view without the approval of the Architectural Committee or Association, and the City of Ketchum if otherwise so required, except:

(A) such signs as may be used by Grantor in connection with the development of the Property and sale of Building Lots; and

(B) such signs identifying the Property, or informational signs, of customary and reasonable dimensions as prescribed by the Architectural Committee may be displayed on or from the Common Area.

Without limiting the foregoing, no sign shall be placed in the Common Area without the written approval of the Architectural Committee or the Association.

4.6 Nuisances. No rubbish or debris of any kind shall be placed or permitted to accumulate anywhere upon the Property, including the Common Area, and no odor shall be permitted to arise therefrom so as to render the Property or any portion thereof unsanitary, unsightly, offensive, or detrimental to the Property or to its

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occupants, or to any other property in the vicinity thereof or to its occupants. No noise or other nuisance, as described in the Ketchum City Code, as amended from time to time, shall be permitted to exist or operate upon any portion of the Property so as to be offensive or detrimental to the Property or to its occupants or to other property in the vicinity or to its occupants. Without limiting the generality of any of the foregoing provisions, no exterior speakers, horns, whistles, bells, or other sound devices (other than security devices used exclusively for security purposes which have been approved by the Association), flashing lights, or search lights, shall be located, used, or placed on the Property without the prior written approval of the Association.

4.7 Exterior Maintenance: Owner's Obligations. No Improvement shall be permitted to fall into disrepair, and each Improvement shall at all times be kept in good condition and repair (subject to the Association's obligation to maintain all landscaping on the Property as set out in Article V). In the event that any Owner shall permit any Improvement which is the responsibility of such Owner to maintain, to fall into disrepair so as to create a dangerous, unsafe, unsightly, or unattractive condition, or damages property for facilities on or adjoining their Building Lot which would not otherwise be the Association's responsibility to maintain, the Board of the Association, upon fifteen (15) days prior written notice to the Owner of such property, shall have the right to correct such condition, and to enter upon such Owner's Building Lot for the purpose of doing so, and such Owner shall promptly reimburse the Association for the cost thereof. Such cost shall be a limited Assessment and shall create a lien enforceable in the same manner as other Assessments set forth in Article VIII of this Declaration. The Owner of the offending property shall be personally liable, and such Owner's property may be subject to a mechanic's lien, for all costs and expenses incurred by the Association in taking such corrective acts, plus all costs incurred in collecting the amounts due, including attorney's fees and costs. Each Owner shall pay all amounts due for such work within ten (10) days after receipt of written demand therefor, or the amounts may, at the option of the Board, be added to the amounts payable by such Owner as Regular Assessments. Each Owner shall have the remedial rights set forth herein if the Association fails to exercise its rights within a reasonable time following written notice by such Owner.

4.8 Drainage. There shall be no interference with the established drainage pattern over any portion of the Property, unless an adequate alternative provision is made for proper drainage and is first approved in writing by the applicable Architectural Committee. For the purposes hereof, established drainage is defined as the system of drainage, whether natural or otherwise, which exists at the time the overall grading of any portion of the Property is completed by Grantor, or that drainage which is shown on any plans approved by the Architectural Committee, which may include drainage from the Common Area over any Building Lot in the Property.

4.9 Water Supply Systems. No separate or individual water supply system, regardless of the proposed use of the water to be delivered by such system shall be permitted on any Building lot. Each Owner shall connect the appropriate facilities on such Owner's Building Lot to the Ketchum City Water System and pay all charges assessed therefor.

4.10 No Hazardous Activities. No activities shall be conducted on the Property, and improvements constructed on any Building lot which are or might be unsafe or hazardous to any person or property.

4.11 Unsightly Articles. No unsightly articles shall be permitted to remain on any Building Lot above or below ground so as to be visible from any other portion of the Property. Without limiting the generality of the foregoing, refuse, garbage, and trash shall be kept at all times in such containers and in areas approved by the Architectural Committee. No clothing or fabrics shall be hung, dried, or aired in such a way as to be visible to

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other property, and no equipment, heat pumps, compressors, containers, lumber, firewood, grass, shrub or tree clippings, plant waste, metals, bulk material, scrap, refuse, or trash shall be kept, stored or allowed to accumulate on any Building Lot, garage or parking area except within an enclosed residence structure or as appropriately screened from view. No vacant residential structures shall be used for the storage of building materials.

4.12 No Temporary Structures. No house trailer, mobile home, tent, shack or other temporary building, improvement, or structure shall be placed upon any portion of the Property, except temporarily as may be required by construction activity undertaken on the Property.

4.13 No Unscreened Boats, Campers, and Other Vehicles. No boats, trailers, campers, snowmobiles, RV's, all-terrain vehicles, motorcycles, recreational vehicles, bicycles, dilapidated or unrepaired and unsightly vehicles, or similar equipment shall be placed upon any portion of the Property unless the same are enclosed in a garage concealing them from view in a manner approved by the Architectural Committee. To the extent possible, garage doors shall remain closed at all times.

4.14 Sewage Disposal Systems. No individual sewage disposal system shall be used on the Property. Each Owner shall connect the appropriate facilities on such Owner's Building Lot to the Ketchum City Sewer System and pay all charges assessed therefor.

4.15 No Mining or Drilling. No portion of the Property shall be used for the purpose of mining, quarrying, drilling, boring, or exploring for or removing water, oil, gas, or other hydrocarbons, minerals, rocks, stones, sand, gravel or earth. This paragraph 4.15 shall not prohibit exploratory drilling or coring which is necessary to construct a residential structure or Improvements.

4.16 Energy Devices. Outside. No energy production devices, including, but not limited to, generators of any kind and solar energy devices, shall be constructed or maintained on any portion of the Property without the written approval of the Architectural Committee. This paragraph 4.16 shall not apply to passive solar energy systems incorporated into the approved design of a residential structure.

4.17 Vehicles and Parking Areas. The use of all vehicles, including, but not limited to, trucks, automobiles, bicycles, motorcycles, snowmobiles, aircraft, and boats, shall be subject to all Association Rules, which may prohibit or limit the use thereof within the Property. No on-street parking shall be permitted except where expressly designated for parking use. No parking bays shall be permitted in any side, front, or backyard. Vehicles parked on a driveway shall not extend into any sidewalk or bike path or pedestrian path or block another owner's access in any way. There shall be no parking of vehicles in garage access areas. The Association, in its sole discretion, may promulgate rules to govern the use of all parking areas and garages above or below ground; the Property shall be subject to all such rules. The maximum speed limit on the Property or any part thereof shall be 5 miles per hour.

4.18 Animals/Pets. No animals, birds, insects, pigeons, poultry or livestock shall be kept on the Property unless the presence of such creatures does not constitute a nuisance. Whether a pet is considered a nuisance and therefore prohibited shall be solely determined by a majority of the Board. This paragraph 4.18 does not apply to the keeping of up to two (2) domesticated dogs, up to two (2) domesticated cats, and other household pets which do not unreasonably bother or constitute a nuisance to others. Without limiting the generality of the foregoing, consistent and/or chronic barking by dogs shall be considered a nuisance. Each dog shall be kept on

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a leash, curbed, and otherwise controlled at all times when such animal is off the premises of its owner. Such owner shall clean up any animal defecation immediately from the Common Area or public right-of-way. Failure to do so may result, at the Board's discretion, with a Limited Assessment levied against such animal owner. No dog or cat shall be allowed in any Waterway. The construction of dog runs or other pet enclosures shall not be allowed. Pet control shall only be by underground invisible type fence.

4.19 Exemption of Grantor.— Nothing contained herein shall limit the right of Grantor to grant licenses, to reserve rights-of-way and easements with respect to the Common Area to utility companies, public agencies, or others, or to complete excavation, grading, and construction of Improvements to and on any portion of the property owned by Grantor, or to alter the foregoing and its construction plans and designs, or to construct such additional Improvements as Grantor deems advisable in the course of development of the Property so long as any Building Lot in the Property remains unsold. Such right shall include, but shall not be limited to, erecting, constructing, and maintaining on the Property such structures and displays as may be reasonably necessary for the conduct of Grantor's business of completing the work and disposing of the same by sales, lease or otherwise. Grantor shall have the right at any time prior to acquisition of title to a Building Lot by a purchaser from Grantor to grant, establish, and/or reserve on that Building Lot, additional licenses, reservations and rights-of way to Grantor, to utility companies, or to others as may from time to time be reasonably necessary to the proper development and disposal of the Property. Grantor need not seek or obtain Architectural Committee approval of any Improvement constructed or placed by Grantor or an affiliate of Grantor on any portion of the Property owned by Grantor or an affiliate of Grantor. The rights of Grantor hereunder may be assigned by Grantor to any successor in interest in connection with Grantor's interest in any portion of the Property, by an express written assignment recorded in the Office of the Blaine County Recorder.

4.20 Conveyances to and from Municipalities. The Board shall have the power to convey any portion of the Common Area in the Property to the City, the County of Blaine, the State of Idaho, the United States of America, or any political subdivision thereof. The Board shall also have the power to receive a conveyance of any property interest from the above-referenced entities, or any other individual or entity, and to hold such property interest as Common Area.

ARTICLE V: SNOWBIRD TOWNHOMES OWNER'S ASSOCIATION

5.1 Organization of Snowbird Townhomes Owner's Association. The Snowbird Townhomes Owner's Association ("Association") shall be initially organized by Grantor as an Idaho nonprofit corporation under the provisions of the Idaho Code relating to general non-profit corporations and shall be charged with the duties and invested with the powers prescribed by law and set forth in the Articles, Bylaws, and this Declaration. Neither the Articles nor the Bylaws shall be amended or otherwise changed or interpreted so as to be inconsistent with this Declaration or with any Supplemental Declaration which Grantor might adopt pertaining to the Property.

5.2 Membership. Each Owner, by virtue of being an Owner and for so long as such ownership is maintained, shall be a Member of the Association and no Owner shall have more than one membership in the Association. Memberships in the Association shall be appurtenant to the Property, Building Lot, or any portion of the Property 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 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.

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5.3 Voting. Voting in the Association shall be carried out by Members who shall cast the votes attributable to the Building Lots which they own, or attributable to the Building Lots owned by Grantor. The number of votes any Member may cast on any issue is determined by the number of Building Lots which the Member, including Grantor, owns. When more than one person holds an interest in any Building Lot, all such persons shall be Members but shall share the votes attributable to the Building Lot. For voting purposes, the Association shall have two (2) classes of Members as described below:

5.3.1 Class A Members. Owners other than Grantor shall be known as Class A Members. Each Class Member shall be entitled to cast one (1) vote for each Building Lot owned by such Class A Member on the day of the vote.

5.3.2 Class B Members. The Grantor shall be known as the Class B Member, and shall be entitled to three (3) votes for each Building Lot of which Grantor is the Owner.

Fractional votes shall not be allowed. In the event that joint Owners are unable to agree among themselves as to how their vote or votes shall be cast, they shall lose their right to vote on the matter being put to a vote. When an Owner casts a vote, it will thereafter be presumed conclusively for all purposes that such Owner was acting with authority and consent of all joint owners of the Building Lot(s) from which the vote derived. The right to vote may not be severed or separated from the ownership of the Building Lot to which it is appurtenant, except that any Owner may give a revocable proxy, or may assign such Owners right to vote to a lessee, mortgagee, beneficiary, or contract purchaser of the Building Lot concerned, for the term of the lease, mortgage, deed of trust, or contract. Any sale, transfer, or conveyance of such Building Lot to a new Owner shall operate automatically to transfer the appurtenant voting right to the Owner, subject to any assignment of the right to vote to a lessee, mortgagee, or beneficiary as provided herein.

5.4 Board of Directors and Officers. The affairs of the Association shall be conducted and managed by a Board of Directors ("Board") and such owners as the Board may elect or appoint, in accordance with the Articles and Bylaws, as the same may be amended from time to time. The Board of the Association shall be elected in accordance with the provisions set forth in the Association Bylaws.

5.5 Power and Duties of the Association.

5.5.1 Powers. The Association shall have all the powers of a corporation organized under the general corporation laws of the State of Idaho subject only to such limitations upon the exercise of such powers as are expressly set forth in the Articles, the Bylaws, and this Declaration. The Association shall have the power to do any and all lawful things which may be authorized, required or permitted to be done by the Association under Idaho law and under this Declaration, and the Articles and Bylaws, and to do and perform any and all acts which may be necessary to, proper for, or incidental to the proper management and operation of the Common Area and affairs and the performance of the other responsibilities herein assigned, including without limitation:

5.5.1.1 Assessments. The power to levy Assessments on any Owner or any portion of the Property and to force payment of such Assessments, all in accordance with the provisions of this Declaration.

5.5.1.2 Right of Enforcement. The power and authority from time to time in its own name, on its own behalf or on behalf of any Owner who consents thereto, to commence and maintain actions and suits to restrain and enjoin any breach or threatened breach of this Declaration or the Article or the Bylaws, including the Association Rules adopted pursuant to this Declaration, and to enforce by injunction or otherwise, all provisions hereof.

5.5.1.3 Delegation of Powers. The authority to delegate its power and duties to committees, officers, employees, or to any person, firm, or corporation to act as manager, and to contract for snow removal and the maintenance, repair, replacement, and operation of the Common Area and the care and maintenance of all landscaping located on the Property. Neither the Association nor the members of its Board shall be liable for any omission or improper exercise by the manager of any such duty or power so delegated.

5.5.1.4 Association Rules. The power to adopt, amend, and repeal (by majority vote of the Board) such rules and regulations as the Association deems reasonable. The Association may govern the use of the Common Areas by the Owners, their families, invitees, licensees, lessees, or contract purchasers; provided, however, that any Association Rules shall apply equally to all Owners and shall not be inconsistent with this Declaration, the Articles, or the Bylaws. 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. Upon such mailing or delivery, the Association Rules shall have the same force and effect as if they were set forth in and were a part of this Declaration. In the event of any conflict between such Association Rules and any other provisions of this Declaration, or the Articles or the Bylaws, the provisions of the Association Rules shall be deemed to be superseded by provisions of this Declaration, the Articles, or the Bylaws to the extent of any such inconsistency.

5.5.1.5 Emergency Powers. The power, exercisable by the Association or by any person authorized by it, to enter upon any property (but not inside any building constructed thereon) in the event of any emergency involving illness or potential danger to life or property or when necessary in connection with any maintenance or construction for which the Association is responsible. Such entry shall be made with as little inconvenience to the Owner as practicable, and any damage caused thereby shall be repaired by the Association.

5.5.1.6 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 Common Area, and for the preservation of the health, safety, convenience, and welfare of the Owners, for the purpose of constructing, erecting, operating, or maintaining:

5.5.1.6.1 Underground lines, cables, wires, conduits, or other devices for the transmission of electricity or electronic signals-for lighting, heating, power, telephone, television, or other purposes, and the above ground lighting stanchions, meters, and other facilities associated with the provisions of lighting and services; and,

5.5.1.6.2 Public sewers, storm drains, water drains, and pipes, water supply systems, sprinkling systems, heating and gas lines or pipes, and any similar public or quasi-public improvements or facilities.

The right to grant such licenses, easements, and rights-of-way is hereby expressly reserved to the Association.

5.5.2 Duties. In addition to duties necessary and proper to carry out the power delegated to the Association by this Declaration, and the Articles and Bylaws, without limiting the generality thereof, the Association or its agent, if any, shall have the authority and the obligation to conduct all business affairs of the Association and to perform, without limitation, each of the following duties:

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5.5.2.1 Operation and Maintenance of all Landscaping on the Property. Operate, maintain, and otherwise manage on the Property, or provide for the operation, maintenance, and management of all landscaping in the Common Area, including the repair and replacement of property damaged or destroyed by casualty loss. Additionally, the Association may, in its discretion, limit or restrict the use of the Common Area to the Owners residing on the Property. Further it shall be the duty of each Owner to be responsible to water lawns and landscaping plants (exterior), and to plant, water, replant and maintain all terraces, pots, planters, baskets, lawns, landscaping, etc.

5.5.2.2 Reserve Account. Establish and fund a reserve account with a reputable banking institution or savings and loan association or title insurance company authorized to do business in the State of Idaho, which reserve account shall be dedicated to the costs of repair, replacement, maintenance and improvement of the Common Area performing all duties assigned to the Association hereunder.

5.5.2.3 Maintenance of Berms and Retaining Walls. Maintain the berms, retaining walls, and water amenities on the Property.

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

5.5.2.5 Water and Other Utilities. Acquire, provide, and/or pay for water, sewer, garbage disposal, refuse and rubbish collection, electrical, telephone, and gas, and other necessary services, for the Common Area. The Association shall maintain, repair, and operate any sewer lift stations located on the Property.

5.5.2.6 Insurance. Obtain insurance from reputable insurance companies authorized to do business in the State of Idaho, and maintain in effect any insurance policy the Board deems necessary or advisable.

5.5.2.7 Rule Making. Make, establish, promulgate, amend, and repeal such Association Rules as the Board shall deem advisable.

5.5.2.8 Architectural Committee. Appoint and remove members of the Architectural Committee, subject to the provisions of this Declaration.

5.5.2.9 Enforcement of Restrictions and Rules. Perform such other acts, whether or not expressly authorized by this Declaration, as may be reasonably advisable or necessary to enforce any of the provisions of the Declaration, or of the Articles or the Bylaws, including, without limitation, the recordation of any claim of lien with the Blaine County Recorder, as more fully provided herein.

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5.5.2.10 Private Streets, Signs, and Lights. Maintain, repair, or replace the street signs and private street lights located on the Property. This duty shall run with the land and cannot be waived by the Association unless the City of Ketchum consents to such waiver.

5.5.2.11 Maintenance. The Association shall be responsible (with monies generated by assessment) to maintain (pursuant to a maintenance schedule established solely by the Association) any improvements located on or in any Common Area.

5.6 Personal Liability. No Member of the Board, or member of any committee of the Association, or any officer of the Association, or the Grantor, or the manager, if any, shall be personally liable to any Owner, or to any other party, including the Association, for any damage, loss, or prejudice suffered or claimed on the account of any act, omission, error, or negligence of the Association, the Board, the manager, if any, or any other representative or employee of the Association, the Grantor, or the Architectural Committee, or any other committee, or any owner of the Association, or the Grantor, provided that such person, upon the basis of such information as may be possessed by such person, has acted in good faith without willful or intentional misconduct.

5.7 Budgets and Financial Statements. Financial statements for the Association shall be prepared regularly and copies shall be distributed to each Member of the Association as follows:

5.7.1 A pro forma operating statement or budget, for each fiscal year shall be distributed not less than sixty (60) days before the beginning of each fiscal year. The operating statement shall include a schedule of Assessments received and receivable, identified by the Building Lot number and the name of the person or entity assigned.

5.8 Meetings of Association. Each year the Association shall hold at least one (1) meeting of the Members, according to the schedule for such meetings established by the Bylaws. Only Members shall be entitled to attend Association meetings, and all other persons may be excluded. Notice for all Association meetings, regular or special, shall be given by regular mail to all Members, and any person in possession of a Building Lot, not less than thirty (30) days, nor more than forty five (45) days, before the meeting and shall set forth the place, date, and hour of the meeting and the nature of the business to be conducted. All meetings shall be held within the Property or as close thereto as practical at a reasonable place selected by the Board. The presence at any meeting in person of the Class B Member, where there is such a Member, and of the Class A Members representing Owners holding at least thirty percent (30%) of the total votes of all Class A Members, shall constitute 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 ten (10) days nor more than thirty (30) days from the time the original meeting was scheduled. A second meeting may be called as the result of such an adjournment, provided notice is given as provided above. At any such meeting properly called, the presence of any Member shall constitute a quorum.

ARTICLE VI: RIGHTS TO COMMON AREAS

6.1 Use of Common Area. Every Owner shall have a right to use each parcel of the Common Area, which right shall be appurtenant to and shall pass with the title to every Building Lot, subject to the following provisions:

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6.1.1 The right of the Association holding or controlling such Common Area to levy and increase Assessments;

6.1.2 The right of the Association to suspend the voting rights and rights to use of, or interest in, the Common Area recreational facilities (but not including access to private streets, cul-de-sacs and walkways of the Property) by an Owner for any period during which any Assessment or charge against such Owner's Building Lot remains unpaid, and for a period not to exceed sixty (60) days for each infraction of the Association Rules; and,

6.1.3 The right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be permitted by the Articles and the Bylaws and agreed to by the Members. No dedication or transfer of said Common Area shall be effective unless an instrument agreeing to such dedication or transfer signed by Members representing three-fourths (3/4) of each class of Members has been recorded.

6.1.4 The right of the Association to prohibit the construction of structures or Improvements on all Common Areas which interfere with the intended use of such areas as private street, cul-de-sacs and walkways or which obstruct the view of Baldy Mountain.

6.2 Designation of Common Area. Grantor shall designate and reserve the Common Area in the Declaration, Supplemental Declarations, and/or recorded Plats, deeds, or other instruments, and/or as otherwise provided herein.

6.3 Delegation of Right to Use. Any Owner may delegate, in accordance with the respective Bylaws and Association Rules of the Association, such Owner's right of enjoyment to the Common Area, to the members of such Owner's family in residence, and such Owner's tenants or contract purchasers who reside on such Owner's Building lot.

6.4 Damages. Each Owner shall be fully liable for any damage to any Common Area which may be sustained by reason of the negligence or willful misconduct of the Owner, such Owner's resident tenant or contract purchaser, or such Owner's family and guests or invitees, both minor and adult. In the case of joint ownership of a Building Lot, the liability of such Owners shall be joint and several. The cost of correcting such damage shall be a Limited Assessment against the Building Lot and may be collected as provided herein for the collection of other Assessments.

ARTICLE VII: ASSESSMENTS

7.1 Covenant to Pay Assessments. By acceptance of a deed to any portion of the Property, each Owner of such property hereby covenants and agrees to pay when due all Assessments or charges made by the Association, including all Regular, Special, and Limited Assessments and charges made against such Owner pursuant to the provisions of this Declaration or other applicable instrument.

7.1.1 Assessment Constitutes Lien. Such Assessments and Charges, together with interest, costs, and reasonable attorney's fees which may be incurred in collecting the same, shall be a charge on the land and shall be a continuing lien upon the property against which each such Assessment or charge is made.

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7.1.2 Assessment is Personal Obligation. Each such Assessment, together with interest, costs and reasonable attorney's fees, shall also be the personal obligation of the Owner of such property beginning with the time when the Assessment falls due. The personal obligation for delinquent Assessments shall not pass to such Owner's successors in title unless expressly assumed by them but shall remain such Owner's personal obligation regardless of whether he remains an Owner. Provided however the Assessment shall remain as an enforceable lien until paid.

7.2 Regular Assessments. All Owners, including the Grantor, are obligated to pay Regular Assessments to the treasurer of the Association on a schedule of payments established by the Board.

7.2.1 Purpose of Regular Assessments. The proceeds from Regular Assessments are to be used to pay for all costs and expenses incurred by an Association, including legal and attorneys' fees and other professional fees, for the conduct of its affairs, including without limitation the costs and expenses of construction, improvement, protection, maintenance, repair, management, and operation of the Common Areas, including all Improvements located on such areas owned and/or managed and maintained by such Association, and an amount allocated to an adequate reserve fund to be used 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 or to perform all duties and responsibilities to be performed by the Association as set out herein (collectively "Expenses").

7.2.2 Computation of Regular Assessments. The Association shall compute the amount of its Expenses on an annual basis. The Board shall compute the amount of Regular Assessments owed beginning the first day of the third month following the month in which the closing of the first sale of a Building Lot occurred on the Property for the purposes of the Association's Regular Assessment ("Initiation Date"). Thereafter, 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 an Association. The computation of the Regular Assessment for the period from the Initiation Date 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 (1) year.

7.2.3 Amounts Paid by Owners. The Board can require, in its discretion or as provided in the Articles or Bylaws, payment of Regular Assessments in monthly, quarterly, semi-annual, or annual installments. The Regular Assessment to be paid by any particular Owner, except Grantor, for any given fiscal year shall be computed as follows:

7.2.3.1 As to the Association's Regular Assessment, each Owner shall be assessed and shall pay an amount computed by multiplying the Association's total advance estimate of Expenses by the fraction produced by dividing the Building Lots attributable to the Owner by the total number of Building Lots on the Property.

7.2.3.2 Up until two (2) years following the date of the sale of a Building Lot on the Property, the Grantor shall be assessed the difference between the total revenue of the Association less the total expenses of the Association ("Shortfall") for the Property. The Grantor agrees to pay the cost of any Shortfall in order to properly maintain the Property during the development of the Property. After two (2) years from the date of the first sale of a Building Lot on the Property, the Grantor shall be assessed the Regular Assessment (defined in Section 7.2.3.1) for each Building Lot remaining in the Property. This reduced assessment is in return for the

Grantor paying the maintenance obligations for the Common Area prior to the acceptance of these obligations by the Association.

7.3 Special Assessments.

7.3.1 Purpose and Procedure. In the event that the Board of the Association shall determine that its respective Regular Assessment for a given calendar year is or will be inadequate to meet the Expenses of such Association for any reason, including but not limited to costs of construction, reconstruction, unexpected repairs or replacement of capital improvements upon the Common Area, attorney's fees and/or litigation costs, other professional fees, or for any other reason, the Board thereof shall determine the approximate amount necessary to defray such Expenses and levy a Special Assessment against the portions of the Property within its jurisdiction which shall be computed in the same manner as Regular Assessments. No Special Assessment shall be levied which exceeds twenty percent (20%) of the budgeted gross Expenses of such Association for that fiscal year, without the vote or written assent of the Owners representing three-fourths of the votes of the Members of such Association. The Board shall, in its discretion, determine the schedule under which such Special Assessment will be paid.

7.3.2 Consistent Basis of Assessment. Every Special Assessment levied by and for an Association shall be levied and paid upon the same basis as that prescribed for the levying and payment of Regular Assessments for such Association.

7.4 Limited Assessments. Notwithstanding the above provisions with respect to Regular and Special Assessments, a Board may levy a Limited Assessment against a Member as a remedy to reimburse the Association for costs incurred in bringing the Member and/or such Member's Building Lot or Limited Common Area into compliance with the provisions of the governing instruments for the Property.

7.5 Uniform Rate of Assessment. Unless otherwise specifically provided herein, Regular and Special Assessments shall be fixed at a uniform rate per Building Lot for all Members of the Association.

7.6 Assessment Period. Unless otherwise provided in the Articles or Bylaws, the Assessment period shall commence on January 1st of each year and terminate December 31st of the year in which the Initiation Date occurs. The first Assessment shall be pro-rated according to the number of months remaining in the fiscal year and shall be payable in equal monthly installments.

7.7 Notice and Assessment Due Date. Ten (10) days' prior written notice of Regular and Special Assessments shall be sent to the Owner of every Building Lot subject thereto, and to any person in possession of such Building Lot. The due dates for installment payment of Regular Assessments and Special Assessments shall be the first day of each month unless some other due date is established by the Board. Each monthly installment of the Regular Assessment of Special Assessment shall become delinquent if not paid within ten (10) days after the levy thereof. There shall accrue with each delinquent installment payment a late charge equal to ten percent (10%) of the delinquent installment. In addition, each installment payment which is delinquent for more than twenty (20) days shall accrue interest at eighteen percent (18%) per annum calculated from the date of delinquency to and including the date full payment is received by an Association. An Association may bring an action against the delinquent Owner and may foreclose the lien against such Owner's Building Lot as more fully provided herein. Each Owner is personally liable for Assessments, together with all

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interest, costs and attorney's fees, and no Owner may exempt such Owner from such liability by a waiver of the use and enjoyment of the Common Areas, or by lease or abandonment of such Owners Building Lot.

7.8 Estoppel Certificate. The Association, upon at least twenty (20) days prior written request, shall execute, acknowledge and deliver to the party making such request, a statement in writing stating whether or not, to the knowledge of the Association, a particular Building Lot Owner is in default under the provisions of this Declaration, and further stating the dates to which any Assessments have been paid by the Owner. Any such certificate delivered pursuant to this paragraph 7.8 may be relied upon by any prospective purchaser or mortgagee of the Owner's Building Lot. Reliance on such Certificate may not extend to any default as to which the Signor shall have had no actual knowledge.

7.9 Special Notice and Quorum Requirements. Notwithstanding anything to the contrary contained in either the Bylaws or the Articles, written notice of any meeting called for the purpose of levying a Special Assessment, or for the purpose of obtaining a membership vote in connection with an increase in the Regular Assessment, shall be sent to all Members of the Association and to any person in possession of a Building Lot in the Property, not less than fifteen (15) days nor more than thirty (30) days before such meeting. At the first such meeting called, the presence of Members or of proxies entitled to cast sixty percent (60%) of the total votes of the Association shall constitute a quorum. If such quorum is not present, subsequent meetings may be called subject to the same notice requirement, and the required quorum at the subsequent meetings shall be fifty percent (50%) of the quorum required at the preceding meeting. No such subsequent meeting shall be held more than thirty (30) days following the preceding meeting.

ARTICLE VIII: ENFORCEMENT OF ASSESSMENT; LIENS

8.1 Right to Enforce. The Association has the right to collect and enforce its Assessments pursuant to the provisions hereof. Each Owner of Building Lot, upon becoming an Owner of such Building Lot, shall be deemed to covenant and agree to pay each and every Assessment provided for in this Declaration 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 reasonable attorney's fees 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 paragraph 8.3 to enforce the liens created hereby. A suit to recover a money judgment for an unpaid Assessment shall be maintainable without foreclosing or waiving the lien hereinafter provided.

8.2 Assessment Liens.

8.2.1 Creation. There is hereby created a claim of lien with power of sale on each and every Building Lot to secure payment of any and all Assessments levied against such Building Lot pursuant to this Declaration together with interest thereon at the rate of 18% and all costs of collection which may be paid or incurred by the Association making the Assessment in connection therewith, including reasonable attorney's fees. All sums assessed in accordance with the provisions of this Declaration shall constitute a lien on such respective Building Lot upon recordation of a claim of lien with the Blaine County Recorder. Such lien shall be prior and superior to all other liens or claims created subsequent to the recordation of the notice of delinquency

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and claim of lien except for tax liens for real property taxes on any Building Lot and Assessments on any Building Lot in favor of any municipal or other governmental assessing body which, by law, would be superior thereto.

8.2.2 Claim of Lien. Upon default of any Owner in the payment of any Regular, Special or Limited Assessment issued hereunder, the Association may cause to be recorded in the office of the Blaine County Recorder a claim of lien. The claim of lien shall state the amount of such delinquent sums and other authorized charges (including the cost of recording such notice), a sufficient description of the Building Lot(s) against which the same have been assessed, and the name of the record Owner thereof. Each delinquency shall constitute a separate basis for a notice and claim of lien, but any number of defaults may be included within a single notice and claim of lien. Upon payment to the Association of such delinquent sums and charges in connection therewith or other satisfaction thereof, the Association shall cause to be recorded a further notice stating the satisfaction of relief of such delinquent sums and charges. The Association may demand and receive the cost of preparing and recording such release before recording the same.

8.3 Method of Foreclosure. Such lien may be foreclosed by appropriate action in court or by notice and sale by the Association establishing the Assessment, its attorney or other person authorized to make the sale. Such sale shall be conducted in accordance with the provisions of the Idaho law applicable to the exercise of powers of notice and sale permitted by law with regard to Deeds of Trust or foreclosure of Mortgages. 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.

8.4 Required Notice. Notwithstanding anything contained in this Declaration to the contrary, no action may be brought to foreclose the lien created by recordation of the notice of delinquency and claim of lien, whether judicially, by power of sale or otherwise, until the expiration of thirty (30) days after a copy of such claim of lien has been deposited in the United States mail, certified or registered, postage prepaid, to the Owner of the Building Lot(s) described in such notice of delinquency and claim of lien, and to the person in possession of such Building Lot(s) and a copy thereof is recorded by the Association in the Office of the Blaine County Recorder.

8.5 Subordination to Certain Trust Deeds. The lien for the Assessments provided for herein in connection with a given Building Lot shall not be subordinate to the lien of any deed of trust or mortgage except the lien of a first deed of trust or first mortgage given and made in good faith and for value that is of record as an encumbrance against such Building Lot prior to the recordation of a claim of lien for the Assessments. Except as expressly provided in paragraph 8.6 with respect to a first mortgagee who acquires title to Building Lot, the sale or transfer of any Building Lot shall not affect the Assessment 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.

8.6 Rights of Mortgagees. Notwithstanding any other provision of this Declaration, no amendment of this Declaration shall operate to defeat the rights of the Beneficiary under any deed of trust upon a Building Lot made in good faith and for value, and recorded prior to the recordation of such amendment, provided that after the foreclosure of any such deed of trust such Building Lot shall remain subject to this Declaration as amended.

ARTICLE IX: INSPECTION OF ASSOCIATION'S BOOKS AND RECORDS

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9.1 Member's Right of Inspection. The membership register, books of account and minutes of meetings of the Board and committee of the Association shall be made available for inspection and copying by any Member of the Association or by such Member's duly appointed representatives, at any reasonable time and for a purpose reasonably related to such Member's interest as a Member at the office of the Association or at such other place as the Board of such Association shall prescribe. No Member or any other person shall copy the membership register for the purposes of solicitation of or direct mailing to any Member of the Association.

9.2 Rules Regarding Inspection of Books and Records. The Board shall establish reasonable rules with respect to:

9.2.1 Notice to be given to the custodians of the records by the persons desiring to make the inspection.

9.2.2 Hours and days of the week when such an inspection may be made.

9.2.3 Payment of the cost of reproducing copies of documents requested pursuant to this Article IX.

9.3 Director's Rights of Inspection. Every director shall have the absolute right at any reasonable time to inspect all books, records and documents of the Association, and the physical properties owned or controlled by the Association. The right of inspection by a director includes the right to make extracts and copies of documents.

ARTICLE X: ARCHITECTURAL COMMITTEE

10.1 Creation. Within thirty (30) days of the date on which the Grantor first conveys a Building Lot to an Owner, Grantor shall appoint three (3) individuals to serve on the Architectural Committee ("Architectural Committee"). Each member shall hold office until such time as such member has resigned or has been removed, or such member's successor has been appointed, as provided herein. A member of the Architectural Committee shall be an Owner or professional in the real estate, architecture or construction industry. Members of the Architectural Committee may be removed by the Board at any time with or without cause.

10.2 Grantor's Right of Appointment. At any time, and from time to time, prior to ten (10) years after the recording date of this Declaration in which Grantor is the Owner of at least one Building Lot, Grantor shall have the exclusive right to appoint and remove all members of the Architectural Committee. At all other times, the Association Board shall have the right to appoint and remove all members of the Architectural Committee. If a vacancy on the Architectural Committee occurs and a permanent replacement has not yet been appointed, Grantor or the Board, as the case may be, may appoint an acting member to serve for a specified temporary period not to exceed one (1) year.

10.3 Review of Proposed Construction. The Architectural Committee shall consider and act upon any and all proposals or plans and specifications submitted for its approval pursuant to this Declaration, and perform such other duties as from time to time shall be assigned to it by the Board, including the inspection of construction in progress to assure its conformance with plans approved by the Architectural Committee. The Board shall have the power to determine, by rule or other written designation consistent with this Declaration, which types of Improvements shall be submitted for Architectural Committee review and approval. The Architectural

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Committee shall have the power to hire an architect, licensed with the State of Idaho, to assist the Architectural Committee in its review of proposals or plans and specifications submitted to the Architectural Committee. The Architectural Committee shall approve proposals or plans and specifications submitted for its approval only if it deems that the construction, alterations or additions contemplated thereby in the locations indicated will not be detrimental to the habitat of the Common Areas, or appearance of the surrounding area of the Property as a whole, that the appearance of any structure affected thereby will be in harmony with the surrounding structures, and that the upkeep and maintenance thereof will not become a burden on the Association or obstruct the views of Baldy Mountain.

10.3.1 Conditions on Approval. The Architectural Committee may condition its approval of proposals or plans and specifications upon such changes therein as it deems appropriate, and/or upon the agreement of the Applicant to reimburse an Association for the cost of maintenance, and may require submission of additional plans and specifications or other information before approving or disapproving material submitted.

10.3.2 Architectural Committee Rules and Fees. The Architectural Committee also may establish rules and/or guidelines setting forth procedures for and the required content of the applications and plans submitted for approval. Such rules may require a fee to accompany each application for approvals or additional factors which it will take into consideration in reviewing submissions. The Architectural Committee shall determine the amount of such fee in a reasonable manner. Such fees shall be used to defray the costs and expenses of the Architectural Committee, including the cost and expense of hiring an architect licensed by the State of Idaho, as provided above, or for such other purposes as established by the Board, and such fee shall be refundable to the extent not expended for the purposes herein stated. If plans submitted are the same or substantially similar to plans previously approved by the Architectural Committee, fees may be reduced for such application approvals.

Such rules and guidelines may establish, without limitation, specific rules and regulations regarding design and style elements, landscaping, as well as special architectural guidelines applicable to Building Lots located adjacent to public and/or private open space.

10.3.3 Detailed Plans. The Architectural Committee may require such detail in plans and specifications submitted for its review as it deems proper, including, without limitation, floor plans, site plans, landscape plans, drainage plans, elevation drawings, and descriptions or samples of exterior material and colors. Until receipt of such details, the Architectural Committee may postpone review of any plan submitted for approval.

10.3.4 Architectural Committee Decisions. Decisions of the Architectural Committee and the reasons therefor shall be transmitted by the Architectural Committee to the Applicant at the address set forth in the application for approval within twenty (20) days after filing all materials required by the Architectural Committee. Any materials submitted pursuant to this Article X shall be deemed approved unless written disapproval by the Architectural Committee shall have been mailed to the Applicant within twenty (20) days after the date of filing said materials with the Architectural Committee. The Architectural Committee shall have the power to hire an architect, licensed with the State of Idaho, to assist the Architectural committee in its review of proposals or plans and specifications submitted to the Architectural Committee. The Architectural Committee shall approve proposals or plans and specifications submitted for its approval only if it deems that the construction, alterations or additions contemplated thereby in the locations indicated will not be detrimental to the habitat of the Common Areas, or appearance of the surrounding area of the Property as a whole, that the appearance of any structure affected thereby will be in harmony with the surrounding structures, that the views of Baldy Mountain remain unobstructed and that the upkeep and maintenance thereof will not become a burden on the Association.

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10.4 Meetings of the Architectural Committee. The Architectural Committee shall meet from time to time as necessary to perform its duties hereunder. The Architectural Committee may from time to time by resolution unanimously adopted in writing, designate an Architectural Committee representative (who may, but need not be, one of its members) to take any action or perform any duties for and on behalf of the Architectural Committee, except the granting of variances pursuant to paragraph 10.9. In the absence of such designation, the vote of any two (2) members of the Architectural Committee, or the written consent of any two (2) members of the Architectural Committee taken without a meeting, shall constitute an act of the Architectural Committee.

10.5 No Waiver of Future Approvals. The approval of the Architectural Committee of any proposals or plans and specifications or drawings for any work done or proposed, or in connection with any other matter requiring the approval and consent of the Architectural Committee, shall not be deemed to constitute a waiver of any right to withhold approval or consent as to any similar proposals, plans and specifications, drawings or matter whatever subsequently or additionally submitted for approval or consent.

10.6 Compensation of Members. The members of the Architectural Committee shall receive no compensation for services rendered, other than reimbursement for expenses incurred by them in the performance of their duties hereunder and except as otherwise agreed by the Board.

10.7 Inspection of Work. Inspection of work and correction of defects therein shall proceed as follows:

10.7.1 Upon the completion of any work for which approved plans are required under this Article X, the Owner shall give written notice of completion to the Architectural Committee.

10.7.2 Within sixty (60) days thereafter, the Architectural Committee or its duly authorized representative may inspect such Improvement. If the Architectural Committee finds that such work was not done in substantial compliance with the approved plans, it shall notify the Owner in writing of such noncompliance within such sixty (60) day period, specifying the particular noncompliance, and shall require the Owner to remedy the same.

10.7.3 If upon the expiration of thirty (30) days from the date of such notification, or any longer time the Architectural Committee determines to be reasonable, the Owner shall have failed to remedy such noncompliance, the Architectural Committee shall notify the Board in writing of such failure. Upon notice and hearing, as provided in the Bylaws, the Board shall determine whether there is a noncompliance and, if so, the nature thereof and the estimated cost of correcting or removing the same. If a noncompliance exists, the Owner shall remedy or remove the same within a period of not more than forty-five (45) days from the date of the announcement of the Board ruling unless the Board specifies a longer time as reasonable. If the Owner does not comply with Board ruling within such period, the Board, at its option, may either remove the non-complying improvement or remedy the noncompliance, and the Owner shall reimburse the Association, upon demand, for all expenses incurred in connection therewith. If such expenses are not promptly repaid by the Owner to the Association, the Board shall levy a Limited Assessment against such Owner for reimbursement pursuant to this Declaration.

10.7.4 If for any reason the Architectural Committee fails to notify the Owner of any noncompliance with sixty (60) days after receipt of the written notice of completion from the Owner, the work shall be deemed to be in accordance with the approved plans.

10.8 Non-Liability of Architectural Committee Members. Neither the Architectural Committee nor any member thereof, nor its duly authorized Architectural Committee nor any member thereof, nor its duly authorized Architectural Committee representative, shall be liable to any Association, or to any Owner or Grantee for any loss, damage, or injury arising out of or in any way connected with the performance of the Architectural Committee's duties hereunder, unless due to the willful misconduct or bad faith of the Architectural Committee. The Architectural Committee shall review and approve or disapprove all plans submitted to it for any proposed improvement, alteration or addition, solely on the basis of aesthetic considerations and the overall benefit or detriment which would result to the immediate vicinity and to the Property generally. The Architectural Committee shall take into consideration the aesthetic aspects of the architectural designs, placement of building, landscaping, color schemes, maintenance of views of Baldy Mountain, exterior finishes and materials and similar features, but shall not be responsible for reviewing, nor shall its approval of any plan or design be deemed approval of any plan or design from the standpoint of structural safety or conformance with building or other codes.

10.9 Variances. The Architectural Committee may authorize variances from compliance with any of the architectural provisions of this Declaration, including restrictions upon height, size, floor area, or placement of structures, or similar restrictions, when circumstances such as topography, natural obstructions, hardship, aesthetic, or environmental considerations may require. However no variances will be granted for construction of structures or Improvements, including without limitation manicured lawns, in the Common Areas. Such variances must be evidenced in writing, must be signed by at least two (2) members of the Architectural Committee, and shall become effective upon recordation in the office of the county Recorder of Blaine County. If such variances are granted, no violation of the covenants, conditions or restrictions contained in this Declaration shall be deemed to have occurred with respect to the matter for which the variance was granted. The granting of such a variance shall not operate to waive any of the terms and provisions of this Declaration for any purpose except as to the particular Building Lot and particular provision hereof covered by the variance, nor shall it affect any way the Owners obligation to comply with all governmental laws and regulations affecting such Owners use of the Building Lot, including but not limited to zoning ordinances or requirements imposed by any governmental or municipal authority.

ARTICLE XI: EASEMENTS

11.1 Easements of Encroachment. There shall be reciprocal appurtenant easements of encroachment as between each Building Lot and such portion or portions of the Common Area adjacent thereto or as between
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adjacent Building Lots due to the unwilful placement or settling or shifting of the sidewalks constructed, reconstructed or altered thereon in accordance with the terms of this Declaration. Easements of encroachment shall be valid only so long as they exist, and the rights and obligations of Owners shall not be altered in any way because of encroachments, settling or shifting of the Improvements; provided, however, that in no event shall a valid easement for encroachment occur due to the willful act or acts of an Owner. In the event a structure on any Building Lot is partially or totally destroyed, and then repaired or rebuilt, the owners of each Building Lot agree that minor encroachments over adjoining Building Lots that existed prior to the encroachment may be reconstructed pursuant to the easement granted by this paragraph 11.1

11.2 Easements of Access. All Owners of Building Lots shall have a perpetual easement for access, ingress and egress over the Common Area, including but not limited to the private streets, parking areas and garages, cul-de-sacs and walkways. The easements shall be appurtenant and run with the land. Such easements may be used by Grantor, and by all Owners, their guests, tenants and invitees, residing on or temporarily visiting the property, for pedestrian walkways, vehicular access, parking, and such other purposes reasonably necessary for the use and enjoyment of a Building Lot or the Common Area.

11.3 Drainage and Utility Easements. Grantor expressly reserves for the benefit of all the Property reciprocal easements of access, ingress and egress for all Owners to and from their respective Building Lots for installation and repair of utility services, parking, access to parking, for drainage of water over, across and upon adjacent Building Lots, and Common Areas, resulting from the normal use of adjoining Building Lots or Common Areas, and for necessary maintenance and repair for any improvement including fencing, retaining walls, lighting facilities, parking areas, mailboxes and sidewalk abutments, trees, and landscaping. Notwithstanding anything expressly or impliedly contained herein to the contrary, this Declaration shall be subject to all easements heretofore or hereafter granted by Grantor for the installation and maintenance of utilities and drainage facilities that are required for the development of the Property. In addition, Grantor hereby reserves for the benefit of any Association the right to grant additional easements and rights-of-way over the Property, as appropriate, to the Property until close of escrow for the sale of the last Building lot in the property to a purchaser.

11.4 Rights and Duties Concerning Utility Easements. The rights and duties of the Owners of the Building Lots within the Property with respect to utilities shall be governed by the following:

11.4.1 Wherever utility house connections are installed within the Property, which connections or any portions thereof lie in or upon Building Lots owned by an Owner other than the Owner of the Building Lot served by the connections, the Owner of the Building Lot served by the connections shall have the right, and is hereby granted an easement to the full extent necessary therefor, to enter upon any Building Lot or to have their agent enter upon any Building Lot within the Property in or upon which said connections or any portion thereof lie, to repair, replace and generally maintain the connections as and when it may be necessary.

11.4.2 Whenever utility house connections are installed within the Property, which connections serve more than one Building Lot, the Owner of each Building Lot served by the connections shall be entitled to full use and enjoyment of such portions of said connections as service to such Owner's Building Lot.

11.5 Disputes as to Sharing of Costs. In the event of a dispute between Owners with respect to the repair or rebuilding of utility connections or with respect to the sharing of the cost therefor, upon written request of one of such Owners addressed to the Association, the matter shall be submitted to the Board which shall decide the dispute and, if appropriate, make an appropriate Assessment against any or all of the Owners involved on behalf of the prevailing Owner(s), which Assessment shall be collected and enforced in the manner provided by this Declaration for Limited Assessments.

11.6 General Easement. An easement is hereby reserved to the Association, its contractors and agents, to enter those portions of Building Lots and/or Limited Common Areas, for the purpose of installing, maintaining, replacing, and restoring exterior landscaping, natural vegetation and habitat, snow removal and the Common Area. Such landscaping activity shall include, by way of illustration and not of limitation, the mowing of lawns, snow removal, irrigation, sprinkling, tree and shrub trimming and pruning, walkway improvement, seasonal planting, and such other landscaping activities within the Property as such Association shall determine to be necessary from time to time. This general easement is also reserved to the Association, its contractors and agents to enter those portions of Building Lots and/or Limited Common Areas for the purpose of installing, maintaining and replacing the Common Area elements of the snow melt boilers and equipment.

11.7 Maintenance and Use Easement Between Walls and Lot Lines. Whenever the wall of a structure, or retaining wall legitimately constructed on a Building Lot by Grantor is located within five (5) feet of the lot line of such Building Lot, the Owner of such Building Lot is hereby granted an easement over and on the adjoining Building Lot (not to exceed five (5) feet from the Building Lot line) for purposes of maintaining and repairing such wall and eaves or other overhangs.

11.8 Waterway Easements. Grantor hereby reserves for the benefit of the Association an easement for all Waterways and related pipes, pumps and other equipment over, across and under all Building Lots and Common Areas, to the extent reasonably required to maintain any water system installed by Grantor on the Property or pursuant to plans and specifications approved by the Architectural Committee. Any relocation of the water lines installed as a part of such system shall not be undertaken in any way which interrupts the flow of water through the system or damages the system in any other fashion. Grantor reserves the right to make any reconfiguration of any Waterway which it determines, in its own discretion, to be necessary, expedient or desirable, provided, however, that nothing herein shall reserve unto Grantor the right to take any action which would disturb, encroach upon, or endanger the foundation of any building, nor shall Grantor take any action which would materially alter any Waterway's proximity to improved property abutting such Waterways.

11.9 Sewer Covenants and Restrictions. All Lots within the Property shall be subject to and restricted by the following covenants and restrictions:

11.9.1 A monthly sewer charge must be paid after connecting to the Ketchum City public sewer system, according to the ordinances and laws of Ketchum City.

11.9.2 The Owner of the Building Lot shall submit to inspection by either the Department of Public Works or the Department of Building whenever a Building Lot is to be connected the City's sewage system and building sewer is constructed or installed on or with Owner's Lot.

11.9.3 The Grantor of this subdivision shall have the right and power to bring all actions against the Owner of the Property conveyed or any part thereof for the collection of any charges herein required and to enforce the conditions herein stated. This covenant shall be appurtenant and run with the land.

11.10 Specific Landscape Easement.— Grantor hereby reserves for the benefit of the Association a perpetual Landscape Easement. Such easement shall allow the Association to install and maintain the berms, retaining walls, and landscaping within the Property.

11.11 Cross Easements. Grantor hereby reserves for the benefit of the Members, Owners and the Association access across easements as designated on the Plat.

ARTICLE XII: MISCELLANEOUS

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12.1 Term. The easements created hereunder shall be perpetual, subject only to extinguishment by the holders of such easements as provided by law. The covenants, conditions, restrictions, and equitable servitudes of this Declaration shall run until January 2030, unless amended as herein provided. After such date, such covenants, conditions, and restrictions shall be automatically extended for successive periods of ten (10) years each, unless amended or extinguished by a written instrument executed by Members holding at least three-fourths (3/4) of the voting power of the Association and such written instrument is recorded with the Blaine County Recorder.

12.2 Amendment.

12.2.1 By Grantor. Except as provided in paragraph 12.3 below, until the recordation of the first deed to a Building Lot in the Property, the provisions of this Declaration may be amended, modified, clarified, supplemented, added to (collectively, "amendment") or terminated by Grantor by recordation of a written instrument setting forth such amendment or termination.

12.2.2 By Owners. Except where a greater percentage is required by express provision in this Declaration, the provisions of this Declaration, other than this Article XII, any amendment shall be by an instrument in writing signed and acknowledged by the president and secretary of the Association certifying and attesting that such amendment has been approved by the vote or written consent of Owners representing more than fifty percent (50%) of the votes in the Association, and such amendment shall be effective upon its recordation with the Blaine County Recorder. Any amendment to this Article XII shall require the vote or written consent of Members holding three-fourths (3/4) of the voting power of the Association.

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

12.3 Mortgage Protection. Notwithstanding any other provision of this Declaration, no amendment of this Declaration shall operate to defeat or render invalid the rights of the beneficiary under any first deed of trust upon a Building Lot made in good faith and for value, and recorded prior to the recordation of such amendment, provided that after foreclosure of any such first deed of trust such Building Lots shall remain subject to this Declaration, as amended.

12.4 Notices. Any notices permitted or required to be delivered as provided herein shall be in writing and may be delivered either personally or by mail. If delivery is made by mail, it shall be deemed to have been delivered seventy-two (72) hours after the same has been deposited in the United States mail, postage prepaid, addressed to any person at the address given by such person if no address has been given to the Association. Such address may be changed from time to time by notice in writing to the Association, as provided in this paragraph 12.4.

12.5 Enforcement and Non-Waiver.

12.5.1 Right of Enforcement. Except as otherwise provided herein, any Owner of any Building Lot or the Association shall have the right to enforce any or all of the provisions hereof against any property within the Property and Owners thereof.

12.5.2 Violations and Nuisances. The failure of any Owner of a Building Lot to comply with any provision hereof, or with any provision of the Articles or Bylaws of the Association, is hereby declared a nuisance
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and will give rise to a cause of action in the Grantor, the Association or any Owner Building Lot(s) within the Property for recovery of damages or for negative or affirmative injunctive relief or both. However, any other provision to the contrary notwithstanding, only Grantor, the Association, the Board, or a duly authorized agent of any of them, may enforce by self-help any of the provisions hereof only if such self-help is preceded by reasonable notice to the Owner.

12.5.3 Violation of Law. Any violation of any state, municipal, or local law, ordinance, or regulation pertaining to the ownership, occupation or use of any property within the Property is hereby declared to be a violation of this Declaration and subject to any or all of the enforcement procedures set forth in this Declaration and any or all enforcement procedures in law and equity.

12.5.4 Remedies Cumulative. Each remedy provided herein is cumulative and not exclusive.

12.5.5 Non-Waiver. The failure to enforce any of the provisions herein at any time shall not constitute a waiver of the right to enforce any such provision.

12.6 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 Property. This Declaration shall be construed and governed under the laws of the State of Idaho.

12.6.1 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 Property as set forth in the recitals of this Declaration.

12.6.2 Restrictions Severable. Notwithstanding the provisions of the foregoing paragraph 12.6.1, 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.

12.6.3 Singular Includes Plural. Unless the context requires a contrary construction, the singular shall include the plural and the plural singular, and the masculine, feminine, or neuter shall each include the masculine, feminine, and neuter.

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

12.7 Successors and Assigns. All references herein to Grantor, Owners, any Association, or person shall be construed to include all successors, assigns, partners, and authorized agents of such Grantor, Owners, Association, or person.

12.8 Attorney Fees. In the event that Grantor, the Association or an Owner retains an attorney for the purpose of enforcing any right or duty arising out of this Declaration, the non-prevailing party in such dispute shall pay to the prevailing party the latter's reasonable attorney fees, whether or not litigation is actually instituted, and on appeal.

IN WITNESS WHEREOF, the Grantor has executed this Declaration effective as of the date first set forth above.

GRANTOR

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR SNOWBIRD TOWNHOMES
OWNER'S ASSOCIATION, INC.\25

SCOTT J. EDWARDS

STATE OF IDAHO)
) ss.
County of Blaine)

On this _____ day of _____, 2022, before me a Notary Public in and for said State, personally appeared Scott J. Edwards, known to me to be the person who executed the within and foregoing document and acknowledged to me that he executed the same.

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

Notary Public for Idaho
Residing at: _____
My commission expires: _____

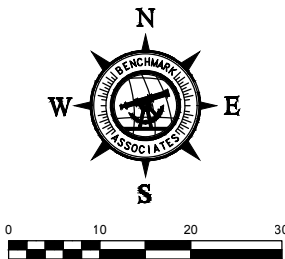
EXHIBIT A



Attachment 2:

Townhomes II Subdivision

Preliminary Plat



LEGEND:

	PROPERTY LINE
	EASEMENT LINE
	APPROXIMATE BUILDING FOOTPRINT
	BLAINE COUNTY GIS TIE
	APPROXIMATE EXISTING BUILDING
	EDGE PAVEMENT
	EXISTING WOOD FENCE
	EXISTING ELECTRIC LINE
	EXISTING COMMUNICATION LINE
	EXISTING WATER LINE
	EXISTING SEWER LINE
	NEW WATER SERVICE
	NEW SEWER SERVICE
	EXISTING CONTOUR
	PROPOSED CONTOUR
	EXISTING TELEPHONE BOX
	EXISTING CABLE TV BOX
	FOUND 1/2" REBAR
	FOUND 5/8" REBAR
	SET 5/8" REBAR, PLS #9561
	FOUND ALUMINUM CAP
	NEW ELECTRICAL BOX
	NEW DRYWELL
	NEW CATCH BASIN
	FLOW ARROW

SNOWBIRD TOWNHOMES II

LOCATED WITHIN: SECTION 13, TOWNSHIP 4 NORTH, RANGE 17 EAST, B.M.,
CITY OF KETCHUM, BLAINE COUNTY, IDAHO
A TOWNHOUSE SUBDIVISION OF SNOWBIRD SUBDIVISION, LOT 2A, CREATING TWO SUBLOTS.

MARCH 2022
PRELIMINARY PLAT

OWNER OF RECORD

SCOTT J. EDWARDS
13019 NAOMILAWN DRIVE SOUTHWEST
LAKEWOOD, WA 98498



VICINITY MAP
NOT TO SCALE

SURVEYOR'S NARRATIVE:

1. THE PURPOSE OF THIS PLAT IS TO CREATE TWO TOWNHOUSE SUBLOTS. FOUND MONUMENTS WERE ACCEPTED AS EITHER ORIGINAL OR REPLACEMENTS OF ORIGINAL CORNERS.
2. DIMENSIONS SHOWN HEREON ARE MEASURED. FOR RECORD DIMENSIONS, SEE REFERENCED SURVEYS.
3. DOCUMENTS USED IN THE COURSE OF THIS SURVEY:
 - A. ORIGINAL PLAT OF "SNOWBIRD SUBDIVISION", INST. NO. 321440.
 - B. REPLAT OF "SNOWBIRD SUBDIVISION: LOTS 1A & 2A", INST. NO. _____.
 - C. SNOWBIRD TOWNHOMES I, INST. NO. _____.

NOTES:

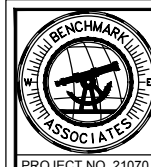
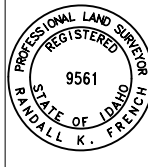
1. THE TOWNHOME DECLARATION FOR SNOWBIRD TOWNHOMES WAS RECORDED AS INST. NO. _____, RECORDS OF BLAINE COUNTY, IDAHO.
2. THE PHASED DEVELOPMENT AGREEMENT FOR SNOWBIRD TOWNHOMES WAS RECORDED AS INST. NO. _____, RECORDS OF BLAINE COUNTY, IDAHO.
3. ALL TOWNHOUSE OWNERS SHALL HAVE MUTUAL RECIPROCAL EASEMENTS FOR ACCESS AND EXISTING/FUTURE PUBLIC AND PRIVATE UTILITIES INCLUDING, BUT NOT LIMITED TO, MECHANICAL VAULTS, WATER, CABLE TV, SEWER, NATURAL GAS, TELEPHONE, AND ELECTRIC LINES OVER, UNDER AND ACROSS THEIR TOWNHOUSE SUBLOTS FOR THE REPAIR, MAINTENANCE AND REPLACEMENT THEREOF.
4. A 10 FOOT WIDE PUBLIC UTILITY EASEMENT EXISTS CENTERED UPON ALL SIDE AND REAR LOT LINES PER ORIGINAL PLAT. A 10-FOOT WIDE PUBLIC UTILITY EASEMENT EXISTS ALONG FRONT PROPERTY LINE PER PREVIOUS PLAT.
5. A 20 FOOT WIDE MUTUAL RECIPROCAL DRIVEWAY & UTILITY EASEMENT TO BENEFIT SNOWBIRD TOWNHOMES I, SUBLOTS 1 & 2, AND SNOWBIRD TOWNHOMES II, SUBLOTS 1 & 2 EXISTS PER PREVIOUS PLAT.
6. CURRENT ZONING IS GR-L, GENERAL RESIDENTIAL LOW DENSITY.
7. A POWERLINE EASEMENT WAS RECORDED JULY 8, 1963 AS INST. NO. 118840, RECORDS OF BLAINE COUNTY, IDAHO.
8. GARAGE(S) MAY NOT BE CONDOMINIUMIZED, SOLD AND/OR OWNED SEPARATE FROM THE CORRESPONDING DWELLING UNIT WITHIN THE TOWNHOUSE DEVELOPMENT.
9. EXISTING UTILITIES ARE PER SURFACE EVIDENCE & CITY OF KETCHUM RECORDS & ARE APPROXIMATE. OTHER UNDERGROUND UTILITIES MAY EXIST.
10. PROPOSED UTILITIES, CONTOURS & DRAINAGE PER CIVIL & LANDSCAPE PLANS.
11. CONTOUR INTERVAL: 1' - CONTOURS IN AREAS OF DENSE VEGETATION MAY DEVIATE FROM TRUE ELEVATION BY ONE HALF THE HEIGHT OF THE VEGETATION. DATE OF LIDAR FLIGHT FOR CONTOURS: 2017.

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, R.H.S.



SNOWBIRD TOWNHOMES II

LOCATED WITHIN
SECTION 13, TOWNSHIP 4 NORTH, RANGE 17 EAST, B.M.
CITY OF KETCHUM, BLAINE COUNTY, IDAHO

PREPARED FOR: SCOTT J. EDWARDS

PROJECT NO. 21070	DWG BY: DWS/CPL	21070ph2.DWG
PRELIMINARY PLAT	DATE: 03/21/2022	SHEET: 1 OF 1



Attachment 3:

Draft Findings of Fact, Conclusions of Law, and Decision



City of Ketchum
Planning & Building

IN RE:)
)
Snowbird Townhomes Lot 2A) KETCHUM CITY COUNCIL
Townhouse Subdivision – Preliminary Plat) FINDINGS OF FACT, CONCLUSIONS OF LAW, AND
Date: March 17, 2025) DECISION
)
File Number: 21-059)

PROJECT: Snowbird Townhomes Lot 2A

APPLICATION TYPE: Townhouse Subdivision – Preliminary Plat

FILE NUMBER: P21-059

ASSOCIATED APPLICATIONS: Subdivision Preliminary Plat (P21-056)
Design Review (P21-062)

REPRESENTATIVE: Dave Patrie, Benchmark Associates (Engineer)

OWNER: Scott J Edwards

LOCATION: 220 Bird Drive

ZONING: General Residential Low Density (GR-L)

OVERLAY: None

RECORD OF PROCEEDINGS

The City of Ketchum received the applications for Subdivision Preliminary Plat, Townhouse Preliminary Plat, and Design Review on June 22, 2021. The applications were reviewed concurrently and certified complete on March 1, 2022. Following receipt of the complete application, staff routed the application materials to all city departments for review. Department comments were provided to the applicant on March 1, 2022.

A public hearing notice for the project was mailed to all owners of property within 300 feet of the project site and all political subdivisions on March 23, 2022. The public hearing notice was published in the Idaho Mountain Express the on March 23, 2022. A notice was posted on the project site and the city’s website on March 23, 2022.

The Planning & Zoning Commission considered the Snowbird Subdivision Preliminary Plat (File No. P21-056), and Snowbird Townhomes-II Design Review (File No. P21-062) and Townhouse Subdivision Preliminary Plat (File No. P21-059) applications during their regular meeting on April 12, 2022. The

development applications were considered concurrently and the associated public hearings were combined in accordance with Idaho Code §67-6522. After considering Staff's analysis, the applicant's presentation, and public comment, the Planning & Zoning Commission unanimously approved the Snowbird Townhomes-II Design Review (File No. P21-062) and unanimously recommended approval of the Subdivision Preliminary Plat (File No. P21-056) and Townhouse Subdivision Preliminary Plat (File No. P21-059) application to the City Council.

The City Council reviewed the townhouse preliminary plat application, staff analysis, and recommendation from the Planning and Zoning Commission at their regular meeting on May 2, 2022. Following review, the City Council approved the application with no revisions. The Preliminary Plat expired on May 2, 2024 due to a failure to record a Final Plat within two years of Council's approval. The City Council reviewed and reapproved on March 17, 2025.

BACKGROUND

The Applicant is proposing four detached townhomes each approximately 3,700 square feet and three stories (the "project"), located at 220 and 222 Bird Dr. (the "subject property"). The subject property is a two-lot subdivision platted in 1990, named Snowbird Subdivision, zoned General Residential – Low Density (GR-L). Townhomes are a permitted use within the GR-L zone district but restricted to a maximum of two dwelling units per lot per Ketchum Municipal Code 17.12.020 – District Use Matrix.

The existing subdivision includes one lot fronting Bird Dr. and a flag lot with limited frontage on Bird Dr. The current flag lot condition is nonconforming as the subdivision regulations do not permit flag lots. To develop the property with the proposed four detached townhouses, two per lot, the applicant has proposed to first reconfigure the lot lines between Lots 1 and 2 and realign the access to a consolidated central access easement. After the reconfiguration of lot lines and access, design review approval and townhouse subdivision preliminary plat approval are required separately for each lot for the proposed detach townhouses. The applicant has submitted all five required applications as outlined above for consideration by the Planning and Zoning Commission.

The project will construct improvements to the right-of-way per the City of Ketchum improvement standards. All improvements to the right-of-way will be reviewed and approved by the City Engineer and Streets Department prior to issuance of a building permit.

The applicant has requested phased development agreements for both lots to permit the filing of the final plats once a certificate of occupancy has been issued for the first unit. Staff is supportive of the request and has drafted two phased development agreements, one for each lot, for consideration by the Planning and Zoning Commission.

FINDINGS OF FACT

The 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:

FINDINGS REGARDING COMPLIANCE WITH TOWNHOUSE SUBDIVISION REQUIREMENTS

Townhouse Plat Requirements				
Compliant			Standards	
Yes	No	N/A	City Code	City Standards
X	<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>Findings</i>	The applicant provided draft of the covenants, conditions, and restrictions for the Snowbird Townhomes.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.080.C.1	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. 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.
			<i>Findings</i>	The applicant submitted a Design Review application for the project in conjunction with the townhouse preliminary plat application. Both applications were reviewed and approved by the Planning and Zoning Commission at the April 12, 2022 meeting.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.080.C.2	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.
			<i>Findings</i>	The applicant submitted a Design Review application for the project in conjunction with the townhouse subdivision application. Both applications were reviewed and approved by the Planning and Zoning Commission at the April 12, 2022 meeting.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.080.C.3	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.
			<i>Findings</i>	Following adoption of the Findings of Fact for the Townhouse Subdivision application, staff will transmit the application and findings to the City

				Council for review and approval prior to issuance of a building permit for the project.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.080.C.4	4. 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.
			<i>Findings</i>	A phased townhouse development is proposed. A phased development agreement (#22765) in conformance with Section 16.04.030.G and 16.04.110 was reviewed by the Planning and Zoning Commission on April 12, 2022. The Planning and Zoning Commission recommended approval of the phased development agreement to the City Council. Following adoption of the Findings of Fact for the Townhouse Subdivision Preliminary Plat, staff will transmit the phased development agreement to City Council for review and action.
<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>Findings</i>	Pursuant to Phased Development Agreement #22765, the applicant may submit an application for final plat once a certificate of occupancy for the first townhouse unit is issued.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.080.E.1	<p>E. 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>Findings</i>	The maximum building coverage in the GR-L zone district is 35% of the lot. The subject property is 10,022 square feet. The proposed detached townhouses on Sublot 1 and 2 have an identical building coverage of 1,420 square feet. This results in a total building coverage of 2,840 square feet or 28% of the lot.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.080.E.2	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.

			<i>Findings</i>	Each detached unit has a two car attached garage. As the proposed townhouse subdivision is for detached townhouses, the garage does not need to be separately platted or deeded separately as the garage is within the boundaries of the townhouse subplot. Plat note 8 on the townhouse preliminary plat states that garages cannot be sold and/or separated from the associated dwelling unit.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.080.E.3	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)
			<i>Findings</i>	During department review of the Design Review 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				
Yes	No	N/A	City Code	City Standards
<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>Findings</i>	The City of Ketchum Planning and Building Department received the subdivision application and all applicable application materials on June 22, 2021.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.I	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>Findings</i>	The subdivision application was deemed complete on March 1, 2022.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.I .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>Findings</i>	This standard is met as shown on Sheet 1 of the preliminary plat.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.I .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>Findings</i>	As shown on Sheet 1 of the preliminary plat, the subdivision is named "Snowbird Townhomes II" 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.I .3	The name and address of the owner of record, the subdivider, and the engineer, surveyor, or other person preparing the plat.
			<i>Findings</i>	As shown on Sheet 1, the owner and subdivider is Scott J. Edwards. The plat was prepared by Randall K. French of Benchmark Engineering.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.I .4	Legal description of the area platted.
			<i>Findings</i>	The legal description of the area platted is shown under the title on Sheet 1 of the preliminary plat.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.I .5	The names and the intersecting boundary lines of adjoining subdivisions and parcels of property.

			<i>Findings</i>	Sheet 1 of the preliminary plat indicates the boundary lines of the adjoining townhouse subdivisions and tax lots to the north, west, and south.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.I .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>Findings</i>	Sheet 1 of the preliminary plat shows the contour lines for the subject property.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.I 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>Findings</i>	The property is currently vacant with no existing buildings; however, Sheet 1 of the preliminary plat shows the location of all adjacent streets (Bird Dr.) and easements.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.I .8	Boundary description and the area of the tract.
			<i>Findings</i>	Sheet 1 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.I .9	Existing zoning of the tract.
			<i>Findings</i>	Plat note #6 on Sheet 1 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.I .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>Findings</i>	Sheet 1 of 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 checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.I .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>Findings</i>	Sheet 1 of the preliminary plat shows the 20-foot-wide access and utility easement to the mutual benefit of the sublots. This easement will be the location of the private access driveway, private water lines, and private sewer lines servicing the sublots.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.I .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>Findings</i>	As shown on Sheet 1, each subplot will have separate services for water and sewer from the main lines in Bird Dr.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.030.I .13	The direction of drainage, flow and approximate grade of all streets.
			<i>Findings</i>	This standard does not apply as no new streets are proposed.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.I .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>Findings</i>	Sheet 1 of the preliminary plat indicates locations of proposed drywells for stormwater management of the subject property.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.030.I .15	All percolation tests and/or exploratory pit excavations required by state health authorities.
			<i>Findings</i>	This standard does not apply as no tests are required.

<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.030.I .16	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>Findings</i>	Draft covenants, conditions, and restrictions were submitted with the application materials.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.I .17	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>Findings</i>	Sheet 1 of the preliminary plat includes a vicinity map in the upper right-hand corner.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.030.I .18	The boundaries of the floodplain, floodway and avalanche zoning district shall also be clearly delineated and marked on the preliminary plat.
			<i>Findings</i>	The subject property is not within a floodplain, floodway, or avalanche zone district.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.030.I .19	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>Findings</i>	A building envelope is not required as the subject property is not within the floodway, floodplain, or avalanche zone. The subject property 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.I .20	Lot area of each lot.
			<i>Findings</i>	As shown on Sheet 1 of the preliminary plat, the area of Sublot 1 is 5,013 square feet and the area of Sublot 2 is 5,009 square feet.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.I .21	Existing mature trees and established shrub masses.
			<i>Findings</i>	The property is vacant with no significant trees or shrub masses.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.I .22	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>Findings</i>	The applicant provided a title commitment issued by Stewart Title dated July 1, 2020 and a warranty deed recorded at Instrument Number 671079 with the initial application.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.I .23	Three (3) copies of the preliminary plat shall be filed with the administrator.
			<i>Findings</i>	The City of Ketchum received hard and digital copies of the preliminary plat at the time of application.
<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>	The applicant submitted a set of preliminary construction design plans for review by the City Engineer. All required public improvements are included in the project plans for the Design Review application (P21-062) and included as exhibits to the Phased Development Agreement (#22765). Final review and approval of the right-of-way improvements will be conducted during building permit review. The subject property does not include any watercourses, rock outcroppings, shrub masses or historic areas.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.040.B	Improvement Plans: Prior to approval of final plat by the commission, the subdivider shall file two (2) copies with the city engineer, and the city engineer shall approve construction plans for all improvements required in the proposed subdivision. Such plans shall be prepared by a civil engineer licensed in the state.
			<i>Findings</i>	This standard does not apply as this is a preliminary plat application, not a final plat application. Final review and approval of the right-of-way improvements will be conducted during building permit review. The Phased Development Agreement #22765 also stipulates the timing of all required improvements in relation to recording of the final plat.
<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>	As stipulated by the Phased Development Agreement #22765, all improvements are required prior to issuance of a certificate of occupancy for the first townhouse unit. As of the date of these findings, no request for security for improvements has been made by the applicant.
<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>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	<p>Monumentation: Following completion of construction of the required improvements and prior to certification of completion by the city engineer, certain land survey monuments shall be reset or verified by the subdivider's engineer or surveyor to still be in place. These monuments shall have the size, shape, and type of material as shown on the subdivision plat. The monuments shall be located as follows:</p> <ol style="list-style-type: none"> 1. All angle points in the exterior boundary of the plat. 2. All street intersections, points within and adjacent to the final plat. 3. All street corner lines ending at boundary line of final plat. 4. All angle points and points of curves on all streets. 5. The point of beginning of the subdivision plat description.
			<i>Findings</i>	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	<p>Lot Requirements:</p> <ol style="list-style-type: none"> 1. Lot size, width, depth, shape and orientation and minimum building setback lines shall be in compliance with the zoning district in which the property is located and compatible with the location of the subdivision and the type of development, and preserve solar access to adjacent properties and buildings. 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: <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. 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. 4. Side lot lines shall be within twenty degrees (20°) to a right angle or radial line to the street line. 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. 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.
			<i>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 10,022 square feet. The new detached townhouse units meet minimum setback requirements in the GR-L for the front, side, and rear. There are no minimum setbacks to the interior lot line of a townhouse lot. 2. Building envelopes are not required as the subject property is not within the floodplain/floodway, avalanche zone, does not contain slopes greater than 25%, nor is it located adjacent to an intersection of two streets 3. The subject property is 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 Bird Dr. 5. The subject property is not a double frontage lot. 6. Both Sublots are provided access to Bird Dr. through a 20-foot-wide access and utility easement created with the subdivision preliminary plat application (P21-056). Per condition of approval #4, the easement shall be recorded prior to certificate of occupancy for the first townhouse unit.
<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>	This standard does not apply as no new blocks are being created.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.040.H	<p>Street Improvement Requirements:</p> <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

			<p>emergency vehicles in all weather and to provide for adequate drainage and snow plowing;</p> <p>6. In general, partial dedications shall not be permitted, however, the council may accept a partial street dedication when such a street forms a boundary of the proposed subdivision and is deemed necessary for the orderly development of the neighborhood, and provided the council finds it practical to require the dedication of the remainder of the right of way when the adjoining property is subdivided. When a partial street exists adjoining the proposed subdivision, the remainder of the right of way shall be dedicated;</p> <p>7. Dead end streets may be permitted only when such street terminates at the boundary of a subdivision and is necessary for the development of the subdivision or the future development of the adjacent property. When such a dead end street serves more than two (2) lots, a temporary turnaround easement shall be provided, which easement shall revert to the adjacent lots when the street is extended;</p> <p>8. A cul-de-sac, court or similar type street shall be permitted only when necessary to the development of the subdivision, and provided, that no such street shall have a maximum length greater than four hundred feet (400') from entrance to center of turnaround, and all cul-de-sacs shall have a minimum turnaround radius of sixty feet (60') at the property line and not less than forty five feet (45') at the curb line;</p> <p>9. Streets shall be planned to intersect as nearly as possible at right angles, but in no event at less than seventy degrees (70°);</p> <p>10. Where any street deflects an angle of ten degrees (10°) or more, a connecting curve shall be required having a minimum centerline radius of three hundred feet (300') for arterial and collector streets, and one hundred twenty five feet (125') for minor streets;</p> <p>11. Streets with centerline offsets of less than one hundred twenty five feet (125') shall be prohibited;</p> <p>12. A tangent of at least one hundred feet (100') long shall be introduced between reverse curves on arterial and collector streets;</p> <p>13. Proposed streets which are a continuation of an existing street shall be given the same names as the existing street. All new street names shall not duplicate or be confused with the names of existing streets within Blaine County, Idaho. The subdivider shall obtain approval of all street names within the proposed subdivision from the commission before submitting same to council for preliminary plat approval;</p> <p>14. Street alignment design shall follow natural terrain contours to result in safe streets, usable lots, and minimum cuts and fills;</p> <p>15. Street patterns of residential areas shall be designed to create areas free of through traffic, but readily accessible to adjacent collector and arterial streets;</p> <p>16. Reserve planting strips controlling access to public streets shall be permitted under conditions specified and shown on the final plat, and all landscaping and irrigation systems shall be installed as required improvements by the subdivider;</p> <p>17. In general, the centerline of a street shall coincide with the centerline of the street right of way, and all crosswalk markings shall be installed by the subdivider as a required improvement;</p> <p>18. Street lighting may be required by the commission or council where appropriate and shall be installed by the subdivider as a requirement improvement;</p>
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				<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>No new streets are proposed or required as part of the subdivision application. Bird Dr. meets city standards for right-of-way width and pavement width. The applicant will bring the area between the existing asphalt and the property line up to current city standards as shown in the project plans. Final review of all right of way improvements will be conducted by the City Engineer at the time of building permit approval for the townhouse units.</p>
<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>Findings</i>	<p>This standard does not apply as the subject property is not within a business, commercial, or light-industrial zone district and no alleys exist.</p>
<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</p>

				<p>existing pedestrian easement, the council may require an extension of that easement along the portion of the riverbank which runs through the proposed subdivision.</p> <p>4. All subdivisions which border on the Big Wood River, Trail Creek and Warm Springs Creek shall dedicate a twenty five foot (25') scenic easement upon which no permanent structure shall be built in order to protect the natural vegetation and wildlife along the riverbank and to protect structures from damage or loss due to riverbank erosion.</p> <p>5. No ditch, pipe or structure for irrigation water or irrigation wastewater shall be constructed, rerouted or changed in the course of planning for or constructing required improvements within a proposed subdivision unless same has first been approved in writing by the ditch company or property owner holding the water rights. A written copy of such approval shall be filed as part of required improvement construction plans.</p> <p>6. Nonvehicular transportation system easements including pedestrian walkways, bike paths, equestrian paths, and similar easements shall be dedicated by the subdivider to provide an adequate nonvehicular transportation system throughout the city.</p>
			<i>Findings</i>	As shown on Sheet 1 of the preliminary plat, the subject property will have a 10-foot public utility easement along Bird Dr. 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.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.040.K	<p>Sanitary Sewage Disposal Improvements: Central sanitary sewer systems shall be installed in all subdivisions and connected to the Ketchum sewage treatment system as a required improvement by the subdivider. Construction plans and specifications for central sanitary sewer extension shall be prepared by the subdivider and approved by the city engineer, council and Idaho health department prior to final plat approval. In the event that the sanitary sewage system of a subdivision cannot connect to the existing public sewage system, alternative provisions for sewage disposal in accordance with the requirements of the Idaho department of health and the council may be constructed on a temporary basis until such time as connection to the public sewage system is possible. In considering such alternative provisions, the council may require an increase in the minimum lot size and may impose any other reasonable requirements which it deems necessary to protect public health, safety and welfare.</p>
			<i>Findings</i>	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 Bird Dr.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.040.L	<p>Water System Improvements: A central domestic water distribution system shall be installed in all subdivisions by the subdivider as a required improvement. The subdivider shall also be required to locate and install an adequate number of fire hydrants within the proposed subdivision according to specifications and requirements of the city under the supervision of the Ketchum fire department and other regulatory agencies having jurisdiction. Furthermore, the central water system shall have sufficient flow for domestic use and adequate fire flow. All such water systems installed shall be looped extensions, and no dead end systems shall be permitted. All water systems shall be connected to the municipal water system and shall meet the standards of the following agencies: Idaho department of public health, Idaho survey and rating bureau, district sanitarian, Idaho state</p>

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

				<p>b. Fills shall be compacted to at least ninety five percent (95%) of maximum density as determined by AASHTO T99 (American Association of State Highway Officials) and ASTM D698 (American standard testing methods).</p> <p>c. Cut slopes shall be no steeper than two horizontal to one vertical (2:1). Subsurface drainage shall be provided as necessary for stability.</p> <p>d. Fill slopes shall be no steeper than three horizontal to one vertical (3:1). Neither cut nor fill slopes shall be located on natural slopes of three to one (3:1) or steeper, or where fill slope toes out within twelve feet (12') horizontally of the top and existing or planned cut slope.</p> <p>e. Toes of cut and fill slopes shall be set back from property boundaries a distance of three feet (3'), plus one-fifth (1/5) of the height of the cut or the fill, but may not exceed a horizontal distance of ten feet (10'); tops and toes of cut and fill slopes shall be set back from structures at a distance of at least six feet (6'), plus one-fifth (1/5) of the height of the cut or the fill. Additional setback distances shall be provided as necessary to accommodate drainage features and drainage structures.</p>
			<i>Findings</i>	This standard does not apply as this application is the townhouse subdivision of an existing subdivision lot. On-site grading for the new detached townhouse units meets all grading requirements and all disturbance will be revegetated per the landscape plan included in the project plans.
<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>	The applicant submitted a site grading and drainage plan with the townhouse subdivision application showing drainage for each subplot. No common drainage courses are utilized or disturbed. The grading and drainage plan meets all requirements and each subplot is managing stormwater runoff independently, not impacting adjacent properties.
<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>	All utilities serving the proposed subdivision are proposed underground including electricity, gas, phone, and cable services. Currently, phone and cable infrastructure are located within the city's right-of-way. Sheet 1 of the preliminary plat shows the relocation of those encroachments to the public utility easement along the front property boundary, out of the right-of-way. Two transformers are

				located within the public utility easement which will serve the proposed detached townhouse units.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.Q	Off Site Improvements: Where the offsite impact of a proposed subdivision is found by the commission or council to create substantial additional traffic, improvements to alleviate that impact may be required of the subdivider prior to final plat approval, including, but not limited to, bridges, intersections, roads, traffic control devices, water mains and facilities, and sewer mains and facilities.
			<i>Findings</i>	The proposed townhouse development does not create substantial additional traffic, therefore, no improvements are required.

CONCLUSIONS OF LAW

1. The City of Ketchum is a municipal corporation established in accordance with Article XII of the Constitution of the State of Idaho and Title 50 Idaho Code and is required and has exercised its authority pursuant to the Local Land Use Planning Act codified at Chapter 65 of Title 67 Idaho Code and pursuant to Chapters 3, 9 and 13 of Title 50 Idaho Code to enact the ordinances and regulations, which ordinances are codified in the Ketchum Municipal Code ("KMC") and are identified in the Findings of Fact and which are herein restated as Conclusions of Law by this reference and which City Ordinances govern the applicant's Townhouse Preliminary Plat application for the development and use of the subject property.
2. The City Council 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 Snowbird Townhomes-II Townhouse Preliminary Plat application meets all applicable standards specified in Title 16 of Ketchum Municipal Code.

DECISION

THEREFORE, the City Council **approves** this Townhouse Preliminary Plat application (File No. P21-059) this Monday, March 17, 2025, subject to the following conditions of approval.

CONDITIONS OF APPROVAL

6. The preliminary plat is subject to all conditions of approval associated with Design Review approval 21-062.
7. The preliminary plat is subject to all applicable provisions of the Phased Development Agreement #22764.
8. The Final Plat application shall include a plat note that states the private driveway shall remain open and unobstructed for a minimum width of 20 feet year-round.
9. 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 17th day of March 2025.

Neil Bradshaw, Mayor
Ketchum City Council



Attachment 4:

Final Plat Application and Supporting Materials



City of Ketchum
Planning & Building

OFFICIAL USE ONLY

Application Number: P24-091

Date Received: 11/18/24

By: GB

Fee Paid: \$2900

Approved Date:

By:

Subdivision Application-Final Plat

Submit completed application and documentation to planningandzoning@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: Snowbird Townhomes Two			
Owner of Record: Bird Drive Partners, LLC, Scott J. Edwards, Manager			
Address of Owner: 13019 Naomilawn Drive			
Representative of Owner: Dave Patrie, Galena-Benchmark Engineering			
Legal Description: Lot 2A, Snowbird Subdivision RPK RPK0524000002A			
Street Address: 220 Bird Drive			
SUBDIVISION INFORMATION			
Number of Lots/Parcels: 2 sublots			
Total Land Area: 0.23acre			
Current Zoning District: GR-L			
Proposed Zoning District: GR-L			
Overlay District: N/A			
TYPE OF SUBDIVISION			
Condominium <input type="checkbox"/>	Land <input type="checkbox"/>	PUD <input type="checkbox"/>	Townhouse X
Adjacent land in same ownership in acres or square feet:			
Easements to be dedicated on the final plat:			
No new easements. (Easements are per previous plat.)			
Briefly describe the improvements to be installed prior to final plat approval:			
At City of Ketchum Planning Department discretion.			
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.

Applicant Signature

Date

Instrument # 698880

HAILEY, BLAINE, IDAHO

2-15-2023 11:47:23 AM No. of Pages: 1

Recorded for : HELSDON LAW FIRM, PLLC

STEPHEN MCDUGALL GRAHAM Fee: 15.00

Ex-Officio Recorder Deputy

Index to: WTY/QC/CORP DEED

Handwritten signature

After Recording Mail to:

THE HELSDON LAW FIRM, PLLC

Attn: Jeffrey Paul Helsdon

P.O. Box 1219

Gig Harbor, WA 98335

QUIT CLAIM DEED

The GRANTOR, Scott J. Edwards, a single man, conveys and quit claims all of right, title and interest in and to the property legally described below, and all after-acquired property therein, to Bird Drive Partners, LLC, a Delaware limited liability company, Grantee, whose current address is: P. O. Box 1219, Gig Harbor, WA 98335:

Lots 1 and 2, Block 1 of SNOWBIRD SUBDIVISION, as shown on the official plat thereof, recorded as Instrument No. 321440, records of Blaine County, Idaho.

SUBJECT TO: liens, covenants, conditions, and restrictions of record.

Dated this 7th day of February, 2023.

Handwritten signature of Scott J. Edwards

Scott J. Edwards

STATE OF WASHINGTON)

) ss.

County of PIERCE)

On this 7th day of February, 2023, before me personally appeared Scott J. Edwards, to me known to be the person who executed the within and foregoing instrument, and acknowledged said instrument to be his free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN UNDER HAND and official seal this 7th day of February, 2023.



Handwritten signature of Notary Public
NOTARY PUBLIC in and for the State of
Washington, residing at GIG HARBOR WA
My commission expires: 3/15/25

QUIT CLAIM DEED – Page 1 of 1

CLTA LOT BOOK 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.


Countersigned by:


Authorized Countersignature

Blaine County Title, Inc.
360 Sun Valley Road
P.O. Box 3176
Ketchum, ID 83340
Agent ID: 120037




Frederick H. Eppinger
President and CEO


David Hisey
Secretary

For purposes of this form the "Stewart Title" logo featured above is the represented logo for the underwriter, Stewart Title Guaranty Company.

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File No.: 2325063

Lot Book Guarantee (6-6-92)

Page 1 of 3 of Policy Serial No.: G-2222-000089693

GUARANTEE CONDITIONS AND STIPULATIONS

1. **Definition of Terms** – The following terms when used in this 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 Claims 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 any 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.

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File No.: 2325063

Lot Book Guarantee (6-6-92)

Page 2 of 3 of Policy Serial No.: G-2222-000089693

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 the 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 option under Paragraph 5, and the Guarantee shall be surrendered to the Company for 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 of 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 of 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, Texas 77252-2029.

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File No.: 2325063

Lot Book Guarantee (6-6-92)

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LOT BOOK GUARANTEE SCHEDULE A

File No.: 2325063

Guarantee No.: G-2222-000089693

Date of Guarantee: June 01, 2023 at 5:00 P.M.

Liability: \$1,000.00

Premium: \$150.00

A. Assured:

Galena-Benchmark Engineering

B. Assurances, given without examination of the documents listed or referred to and only to the specifically named documents and no others:

1. Description of the land in Blaine County, Idaho:

Lots 1 and 2, Block 1 of SNOWBIRD SUBDIVISION, as shown on the official plat thereof, recorded as Instrument No. 321440, records of Blaine County, Idaho.

2. The last recorded instrument in the public records purporting to transfer title to said land was:

Quit Claim Deed, recorded as Document No. 698880, conveying said real property to:

Bird Drive Partners, LLC, a Delaware limited liability company

3. That there are no mortgages or deeds of trust describing the land that have not been released or reconveyed by an instrument recorded in the public records, other than those shown below under Exceptions.

4. That there are no contracts for sales, contracts for deed, including memorandums giving notice of such contracts, attachments, tax deed recorded within the last 9 years, which purport to affect the land other than shown below under Exceptions.

C. Exceptions:

1. 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. Proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by Public Records.

2. Any facts, rights, interests, or claims which are not shown by the Public Records, but which could be ascertained by an inspection of the Land or by making inquiry of persons in possession thereof.

3. Easements, liens, or encumbrances, or claims thereof, which are not shown by the Public Records.

4. Discrepancies, conflicts in boundary lines, shortages in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by the public records.

5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims, or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the Public Records.
6. Any lien or right to a lien for services, labor, equipment or material heretofore or hereafter furnished, imposed by law and not shown by the Public Records.
7. Rights of the state or federal government and/or public in and to any portion of the land for right of way (whether or not such rights are shown by recordings of easements and/or maps in the Public Records by the State of Idaho showing the general location of these rights of way).
8. Minerals of whatsoever kind, subsurface and surface substances, including but not limited to coal, lignite, oil, gas, uranium, clay, rock, sand and gravel in, on, under and that may be produced from the Land, together with all rights, privileges, and immunities relating thereto, whether or not appearing in the Public Records or listed in Schedule B. Stewart makes no representation as to the present ownership of any such interests. There may be leases, grants, exceptions or reservations of interest that are not listed.
9. General taxes for the year 2022, a lien in the amount of \$2,843.88, of which the first half due December 20, 2022 are PAID and the second half are due on or before June 20, 2023. (Parcel No. RPK05240000010)
10. General taxes for the year 2022, a lien in the amount of \$2,594.64, of which the first half due December 20, 2022 are PAID and the second half are due on or before June 20, 2023. (Parcel No. RPK05240000020)
11. General taxes for the year 2023 and subsequent years, which are a lien not yet payable.
12. Water and sewer charges of the City of Ketchum.
13. Ketchum rubbish charges billed by Clear Creek Disposal.
14. Power Line Easement, including the terms and provisions thereof, recorded July 8, 1963 in Book 178 of Deeds at page 35, as [Instrument No. 118840](#), records of Blaine County, Idaho.
15. Notes, Easements and Restrictions, as shown on the official map of Snowbird Subdivision, recorded July 9, 1990 as [Instrument No. 321440](#), records of Blaine County, Idaho.
16. Snowbird Townhomes Lot 2A Phased Townhouse Subdivision Agreement #22765, including the terms and provisions thereof, recorded May 11, 2022 as [Instrument No. 693694](#), records of Blaine County, Idaho.
17. Snowbird Townhomes Lot 1A Phased Townhouse Subdivision Agreement #22765, including the terms and provisions thereof, recorded May 11, 2022 as [Instrument No. 693695](#), records of Blaine County, Idaho.

End of Exceptions

STEWART TITLE GUARANTY COMPANY PRIVACY NOTICE

This Stewart Title Guaranty Company Privacy Notice ("Notice") explains how Stewart Title Guaranty Company and its subsidiary title insurance companies (collectively, "Stewart") collect, use, and protect personal information, when and to whom we disclose such information, and the choices you have about the use and disclosure of your information. Pursuant to Title V of the Gramm-Leach Bliley Act ("GLBA") and other Federal and state laws and regulations applicable to financial institutions, consumers have the right to limit some, but not all sharing of their personal information. Please read this Notice carefully to understand how Stewart uses your personal information.

The types of personal information Stewart collects, and shares depends on the product or service you have requested.

Stewart may collect the following categories of personal and financial information from you throughout your transaction:

1. Identifiers: Real name, alias, online IP address if accessing company websites, email address, account name, unique online identifier, social security number, driver's license number, passport number, or other similar identifiers;
2. Demographic Information: Marital status, gender, date of birth.
3. Personal Information and Personal Financial Information: Name, signature, social security number, physical characteristics or description, address, telephone number, insurance policy number, education, employment, employment history, bank account number, credit card number, debit card number, credit reports, or any other information necessary to complete the transaction.

Stewart may collect personal information about you from:

1. Publicly available information from government records.
2. Information we receive directly from you or your agent(s), such as your lender or real estate broker;
3. Information about your transactions with Stewart, our affiliates, or others; and
4. Information we receive from consumer reporting agencies and/or governmental entities, either directly from these entities or through others.

Stewart may use your personal information for the following purposes:

1. To provide products and services to you or in connection with a transaction.
2. To improve our products and services.
3. To communicate with you about our, our affiliates', and others' products and services, jointly or independently.

Stewart may use or disclose the personal information we collect for one or more of the following purposes:

- a. To fulfill or meet the reason for which the information is provided.
- b. To provide, support, personalize, and develop our website, products, and services.
- c. To create, maintain, customize, and secure your account with Stewart.
- d. To process your requests, purchases, transactions, and payments and prevent transactional fraud.
- e. To prevent and/or process claims.
- f. To assist third party vendors/service providers who complete transactions or perform services on Stewart's behalf pursuant to valid service provider agreements.
- g. As necessary or appropriate to protect the rights, property or safety of Stewart, our customers or others.
- h. To provide you with support and to respond to your inquiries, including to investigate and address your concerns and monitor and improve our responses.
- i. To help maintain the safety, security, and integrity of our website, products and services, databases and other technology-based assets, and business.
- j. To respond to law enforcement or regulator requests as required by applicable law, court order, or governmental regulations.
- k. Auditing for compliance with federal and state laws, rules and regulations.
- l. Performing services including maintaining or servicing accounts, providing customer service, processing or fulfilling orders and transactions, verifying customer information, processing payments.
- m. To evaluate or conduct a merger, divestiture, restructuring, reorganization, dissolution, or other sale or transfer of some or all of our assets, whether as a going concern or as part of bankruptcy, liquidation, or similar proceeding, in which personal information held by us is among the assets transferred.

Stewart will not collect additional categories of personal information or use the personal information we collected for materially different, unrelated, or incompatible purposes without providing you notice.

Disclosure of Personal Information to Affiliated Companies and Nonaffiliated Third Parties

Stewart does not sell your personal information to nonaffiliated third parties. Stewart may share your information with those you have designated as your agent throughout the course of your transaction (for example, a realtor, broker, or a lender). Stewart may disclose your personal information to a non-affiliated third party for a business purpose. Typically, when we disclose personal information for a business purpose, we enter in a contract that describes the purpose and requires the recipient to both keep that personal information confidential and not use it for any purpose except performing the contract.

We share your personal information with the following categories of third parties:

- a. Non-affiliated service providers and vendors we contract with to render specific services (For example, search companies, mobile notaries, and companies providing credit/debit card processing, billing, shipping, repair, customer service, auditing, marketing, etc.)
- b. To enable Stewart to prevent criminal activity, fraud, material misrepresentation, or nondisclosure.
- c. Stewart's affiliated and subsidiary companies.
- d. Non-affiliated third-party service providers with whom we perform joint marketing, pursuant to an agreement with them to jointly market financial products or services to you.
- e. Parties involved in litigation and attorneys, as required by law.
- f. Financial rating organizations, rating bureaus and trade associations.
- g. Federal and State Regulators, law enforcement and other government entities to law enforcement or authorities in connection with an investigation, or in response to a subpoena or court order.

The law does not require your prior authorization or consent and does not allow you to restrict the disclosures described above. Additionally, we may disclose your information to third parties for whom you have given us authorization or consent to make such disclosure. We do not otherwise share your Personal Information or Browsing Information with non-affiliated third parties, except as required or permitted by law.

Right to Limit Use of Your Personal Information

You have the right to opt-out of sharing of your personal information among our affiliates to directly market to you. To opt-out of sharing to our affiliates for direct marketing, you may send an "opt out" request to Privacyrequest@stewart.com, or contact us through other available methods provided under "Contact Information" in this Notice. We do not share your Personal Information with nonaffiliates for their use to direct market to you without your consent.

How Stewart Protects Your Personal Information

Stewart maintains physical, technical and administrative safeguards and policies to protect your personal information.

Contact Information

If you have questions or comments about this Notice, the ways in which Stewart collects and uses your information described herein, your choices and rights regarding such use, or wish to exercise your rights under law, please do not hesitate to contact us at:

Phone: Toll Free at 1-866-571-9270

Email: Privacyrequest@stewart.com

Postal Address: Stewart Information Services Corporation
Attn: Mary Thomas, Chief Compliance and Regulatory Officer
1360 Post Oak Blvd., Ste. 100, MC #14-1
Houston, TX 77056

Privacy Notice at Collection for California Residents

Pursuant to the California Consumer Privacy Act of 2018 (“CCPA”) and the California Privacy Rights Act of 2020, effective January 1, 2023 (“CPRA”), Stewart Information Services Corporation and its subsidiary companies (collectively, “Stewart”) are providing this **Privacy Notice at Collection for California Residents** (“CCPA & CPRA Notice”). This CCPA & CPRA Notice supplements the information contained in Stewart’s existing privacy notice and applies solely to all visitors, users, and consumers and others who reside in the State of California or are considered California Residents as defined in the CCPA & CPRA (“consumers” or “you”). All terms defined in the CCPA & CPRA have the same meaning when used in this Notice.

Personal and Sensitive Personal Information Stewart Collects

- Publicly available information from government records.
- Deidentified or aggregated consumer information.
- Certain personal information protected by other sector-specific federal or California laws, including but not limited to the Fair Credit Reporting Act (FCRA), Gramm Leach Bliley Act (GLBA) and California Financial Information Privacy Act (FIPA).

Specifically, Stewart has collected the following categories of **personal and sensitive personal information** from consumers within the last twelve (12) months:

Category	Examples	Collected
A. Identifiers	A real name, alias, postal address, unique personal identifier, online identifier, Internet Protocol address, email address, account name, Social Security number, driver's license number, passport number, or other similar identifiers	YES
B. Personal information categories listed in the California Customer Records statute (Cal. Civ. Code § 1798.80(e)).	A name, signature, Social Security number, physical characteristics or description, address, telephone number, passport number, driver's license or state identification card number, insurance policy number, education, employment, employment history, bank account number, credit card number, debit card number, or any other financial information, medical information, or health insurance information. Some personal information included in this category may overlap with other categories.	YES
C. Protected classification characteristics under California or federal law	Age (40 years or older), race, color, ancestry, national origin, citizenship, religion or creed, marital status, medical condition, physical or mental disability, sex (including gender, gender identity, gender expression, pregnancy or childbirth and related medical conditions), sexual orientation, veteran or military status, genetic information (including familial genetic information).	YES
D. Commercial information	Records of personal property, products or services purchased, obtained, or considered, or other purchasing or consuming histories or tendencies.	YES
E. Biometric information.	Genetic, physiological, behavioral, and biological characteristics, or activity patterns used to extract a template or other identifier or identifying information, such as, fingerprints, faceprints, and voiceprints, iris or retina scans, keystroke, gait, or other physical patterns, and sleep, health, or exercise data.	YES
F. Internet or other similar network activity.	Browsing history, search history, information on a consumer's interaction with a website, application, or advertisement.	YES

G. Geolocation data.	Physical location or movements.	YES
H. Sensory data.	Audio, electronic, visual, thermal, olfactory, or similar information.	YES
I. Professional or employment-related information.	Current or past job history or performance evaluations.	YES
J. Non-public education information (per the Family Educational Rights and Privacy Act (20 U.S.C. Section 1232g, 34 C.F.R. Part 99)).	Education records directly related to a student maintained by an educational institution or party acting on its behalf, such as grades, transcripts, class lists, student schedules, student identification codes, student financial information, or student disciplinary records.	YES
K. Inferences drawn from other personal information.	Profile reflecting a person's preferences, characteristics, psychological trends, predispositions, behavior, attitudes, intelligence, abilities, and aptitudes.	YES

Stewart obtains the categories of personal and sensitive information listed above from the following categories of sources:

- Directly and indirectly from customers, their designees, or their agents (For example, realtors, lenders, attorneys, brokers, etc.)
- Directly and indirectly from activity on Stewart's website or other applications.
- From third-parties that interact with Stewart in connection with the services we provide.

Use of Personal and Sensitive Personal Information

Stewart may use or disclose the personal or sensitive information we collect for one or more of the following purposes:

- To fulfill or meet the reason for which the information is provided.
- To provide, support, personalize, and develop our website, products, and services.
- To create, maintain, customize, and secure your account with Stewart.
- To process your requests, purchases, transactions, and payments and prevent transactional fraud.
- To prevent and/or process claims.
- To assist third party vendors/service providers who complete transactions or perform services on Stewart's behalf pursuant to valid service provider agreements.
- As necessary or appropriate to protect the rights, property or safety of Stewart, our customers or others.
- To provide you with support and to respond to your inquiries, including to investigate and address your concerns and monitor and improve our responses.
- To personalize your website experience and to deliver content and product and service offerings relevant to your interests, including targeted offers and ads through our website, third-party sites, and via email or text message (with your consent, where required by law).
- To help maintain the safety, security, and integrity of our website, products and services, databases and other technology-based assets, and business.
- To respond to law enforcement or regulator requests as required by applicable law, court order, or governmental regulations.
- Auditing for compliance with federal and state laws, rules and regulations.
- Performing services including maintaining or servicing accounts, providing customer service, processing or fulfilling orders and transactions, verifying customer information, processing payments, providing advertising or marketing services or other similar services.
- To evaluate or conduct a merger, divestiture, restructuring, reorganization, dissolution, or other sale or transfer of some or all of our assets, whether as a going concern or as part of bankruptcy, liquidation, or similar proceeding, in which personal information held by us is among the assets transferred.

Stewart will not collect additional categories of personal or sensitive information or use the personal or sensitive information we collected for materially different, unrelated, or incompatible purposes without providing you notice.

Disclosure of Personal Information to Affiliated Companies and Nonaffiliated Third Parties

Stewart does not sell your personal information to nonaffiliated third parties. Stewart may share your information with those you have designated as your agent throughout the course of your transaction (for example, a realtor, broker, or a lender). Stewart may disclose your personal information to a third party for a business purpose. Typically, when we disclose personal information for a business purpose, we enter into a contract that describes the purpose and requires the recipient to both keep that personal information confidential and not use it for any purpose except performing the contract.

We share your personal information with the following categories of third parties:

- a. Service providers and vendors we contract with to render specific services (For example, search companies, mobile notaries, and companies providing credit/debit card processing, billing, shipping, repair, customer service, auditing, marketing, etc.)
- b. Affiliated Companies.
- c. Parties involved in litigation and attorneys, as required by law.
- d. Financial rating organizations, rating bureaus and trade associations.
- e. Federal and State Regulators, law enforcement and other government entities

In the preceding twelve (12) months, Stewart has disclosed the following categories of personal information for a business purpose:

Category A:	Identifiers
Category B:	California Customer Records personal information categories
Category C:	Protected classification characteristics under California or federal law
Category D:	Commercial Information
Category E:	Biometric Information
Category F:	Internet or other similar network activity
Category G:	Geolocation data
Category H:	Sensory data
Category I:	Professional or employment-related information
Category J:	Non-public education information
Category K:	Inferences

Your Consumer Rights and Choices Under CPPA and CPRA

Your Rights Under CCPA

The CCPA provides consumers (California residents as defined in the CCPA) with specific rights regarding their personal information. This section describes your CCPA rights and explains how to exercise those rights.

Access to Specific Information and Data Portability Rights

You have the right to request that Stewart disclose certain information to you about our collection and use of your personal information over the past 12 months. Once we receive and confirm your verifiable consumer request, Stewart will disclose to you:

- The categories of personal information Stewart collected about you.
- The categories of sources for the personal information Stewart collected about you.
- Stewart's business or commercial purpose for collecting that personal information.
- The categories of third parties with whom Stewart shares that personal information.
- The specific pieces of personal information Stewart collected about you (also called a data portability request).
- If Stewart disclosed your personal data for a business purpose, a listing identifying the personal information categories that each category of recipient obtained.

Deletion Request Rights

You have the right to request that Stewart delete any of your personal information we collected from you and retained, subject to certain exceptions. Once we receive and confirm your verifiable consumer request, Stewart will delete (and direct our service providers to delete) your personal information from our records, unless an exception applies.

Stewart may deny your deletion request if retaining the information is necessary for us or our service providers to:

1. Complete the transaction for which we collected the personal information, provide a good or service that you requested, take actions reasonably anticipated within the context of our ongoing business relationship with you, or otherwise perform our contract with you.
2. Detect security incidents, protect against malicious, deceptive, fraudulent, or illegal activity, or prosecute those responsible for such activities.
3. Debug products to identify and repair errors that impair existing intended functionality.

4. Exercise free speech, ensure the right of another consumer to exercise their free speech rights, or exercise another right provided for by law.
5. Comply with the California Electronic Communications Privacy Act (Cal. Penal Code § 1546 seq.)
6. Engage in public or peer-reviewed scientific, historical, or statistical research in the public interest that adheres to all other applicable ethics and privacy laws, when the information's deletion may likely render impossible or seriously impair the research's achievement, if you previously provided informed consent.
7. Enable solely internal uses that are reasonably aligned with consumer expectations based on your relationship with us.
8. Comply with a legal obligation.
9. Make other internal and lawful uses of that information that are compatible with the context in which you provided it.

Your Rights Under CPRA

CPRA expands upon your consumer rights and protections offered by the CCPA. This section describes your CPRA rights and explains how to exercise those rights.

Opt-Out of Information Sharing and Selling

Stewart does not share or sell information to third parties, as the terms are defined under the CCPA and CPRA. Stewart only shares your personal information as commercially necessary and in accordance with this CCPA & CPRA Notice.

Correction of Inaccurate Information

You have the right to request that Stewart correct any inaccurate information maintained about.

Limit the Use of Sensitive Personal Information

You have the right to limit how your sensitive personal information, as defined in the CCPA and CPRA is disclosed or shared with third parties.

Exercising Your Rights Under CCPA and CPRA

To exercise the access, data portability, deletion, opt-out, correction, or limitation rights described above, please submit a verifiable consumer request to us by the available means provided below:

1. Calling us Toll Free at 1-866-571-9270
2. Emailing us at Privacyrequest@stewart.com; or
3. Visiting <http://stewart.com/ccpa>.

Only you, or someone legally authorized to act on your behalf, may make a verifiable consumer request related to your personal information. You may also make a verifiable consumer request on behalf of your minor child, if applicable.

To designate an authorized agent, please contact Stewart through one of the methods mentioned above.

You may only make a verifiable consumer request for access or data portability twice within a 12-month period. The verifiable consumer request must:

- Provide sufficient information that allows us to reasonably verify you are the person about whom we collected personal information or an authorized representative.
- Describe your request with sufficient detail that allows us to properly understand, evaluate, and respond to it.

Stewart cannot respond to your request or provide you with personal information if we cannot verify your identity or authority to make the request and confirm the personal information relates to you.

Making a verifiable consumer request does not require you to create an account with Stewart.

Response Timing and Format

We endeavor to respond to a verifiable consumer request within forty-five (45) days of its receipt. If we require more time (up to an additional 45 days), we will inform you of the reason and extension period in writing.

A written response will be delivered by mail or electronically, at your option.

Any disclosures we provide will only cover the 12-month period preceding the verifiable consumer request's receipt. The response we provide will also explain the reasons we cannot comply with a request, if applicable. For data portability requests, we will select a format to provide your personal information that is readily useable and should allow you to transmit the information from one entity to another entity without hindrance.

Stewart does not charge a fee to process or respond to your verifiable consumer request unless it is excessive, repetitive, or manifestly unfounded. If we determine that the request warrants a fee, we will tell you why we made that decision and provide you with a cost estimate before completing your request.

Non-Discrimination

Stewart will not discriminate against you for exercising any of your CCPA and CPRA rights. Unless permitted by the CCPA or CPRA, we will not:

- Deny you goods or services.
- Charge you a different prices or rates for goods or services, including through granting discounts or other benefits, or imposing penalties.
- Provide you a different level or quality of goods or services.
- Suggest that you may receive a different price or rate for goods or services or a different level or quality of goods or services.

Record Retention

Your personal information will not be kept for longer than is necessary for the business purpose for which it is collected and processed. We will retain your personal information and records based on established record retention policies pursuant to California law and in compliance with all federal and state retention obligations. Additionally, we will retain your personal information to comply with applicable laws, regulations, and legal processes (such as responding to subpoenas or court orders), and to respond to legal claims, resolve disputes, and comply with legal or regulatory recordkeeping requirements

Changes to This CCPRA & CPRA Notice

Stewart reserves the right to amend this CCPA & CPRA Notice at our discretion and at any time. When we make changes to this CCPA & CPRA Notice, we will post the updated Notice on Stewart's website and update the Notice's effective date.

Link to Privacy Notice

Stewarts Privacy Notice can be found on our website at <https://www.stewart.com/en/privacy.html>.

Contact Information

If you have questions or comments about this notice, the ways in which Stewart collects and uses your information described herein, your choices and rights regarding such use, or wish to exercise your rights under California law, please do not hesitate to contact us at:

Phone: Toll Free at 1-866-571-9270

Website: <http://stewart.com/ccpa>

Email: Privacyrequest@stewart.com

Postal Address: Stewart Information Services Corporation
Attn: Mary Thomas, Chief Compliance and Regulatory Officer
1360 Post Oak Blvd., Ste. 100, MC #14-1
Houston, TX 77056



ALTA COMMITMENT FOR TITLE INSURANCE

ISSUED BY
STEWART TITLE GUARANTY COMPANY

NOTICE

IMPORTANT - READ CAREFULLY: THIS COMMITMENT IS AN OFFER TO ISSUE ONE OR MORE TITLE INSURANCE POLICIES. ALL CLAIMS OR REMEDIES SOUGHT AGAINST THE COMPANY INVOLVING THE CONTENT OF THIS COMMITMENT OR THE POLICY MUST BE BASED SOLELY IN CONTRACT.

THIS COMMITMENT IS NOT AN ABSTRACT OF TITLE, REPORT OF THE CONDITION OF TITLE, LEGAL OPINION, OPINION OF TITLE, OR OTHER REPRESENTATION OF THE STATUS OF TITLE. THE PROCEDURES USED BY THE COMPANY TO DETERMINE INSURABILITY OF THE TITLE, INCLUDING ANY SEARCH AND EXAMINATION, ARE PROPRIETARY TO THE COMPANY, WERE PERFORMED SOLELY FOR THE BENEFIT OF THE COMPANY, AND CREATE NO EXTRACONTRACTUAL LIABILITY TO ANY PERSON, INCLUDING A PROPOSED INSURED.

THE COMPANY'S OBLIGATION UNDER THIS COMMITMENT IS TO ISSUE A POLICY TO A PROPOSED INSURED IDENTIFIED IN SCHEDULE A IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THIS COMMITMENT. THE COMPANY HAS NO LIABILITY OR OBLIGATION INVOLVING THE CONTENT OF THIS COMMITMENT TO ANY OTHER PERSON.

COMMITMENT TO ISSUE POLICY

Subject to the Notice; Schedule B, Part I - Requirements; Schedule B, Part II - Exceptions; and the Commitment Conditions, STEWART TITLE GUARANTY COMPANY, a Texas corporation (the "Company"), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Policy Amount and the name of the Proposed Insured.

If all of the Schedule B, Part I - Requirements have not been met within six months after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

Countersigned by:


Authorized Countersignature

Blaine County Title, Inc.
360 Sun Valley Road
P.O. Box 3176
Ketchum, ID 83340
(208) 726-0700




Frederick H. Eppinger
President and CEO


Denise Carraux
Secretary

For purposes of this form the "Stewart Title" logo featured above is the represented logo for the underwriter, Stewart Title Guaranty Company.

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

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File No. 2022463

ALTA Commitment For Title Insurance 8-1-16 (4-2-18)

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AMERICAN
LAND TITLE
ASSOCIATION

COMMITMENT CONDITIONS

1. DEFINITIONS

- (a) "Knowledge" or "Known": Actual or imputed knowledge, but not constructive notice imparted by the Public Records.
- (b) "Land": The land described in Schedule A and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
- (c) "Mortgage": A mortgage, deed of trust, or other security instrument, including one evidenced by electronic means authorized by law.
- (d) "Policy": Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.
- (e) "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
- (f) "Proposed Policy Amount": Each dollar amount specified in Schedule A as the Proposed Policy Amount of each Policy to be issued pursuant to this Commitment.
- (g) "Public Records": Records established under state statutes at the Commitment Date for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge.
- (h) "Title": The estate or interest described in Schedule A.

2. If all of the Schedule B, Part I - Requirements have not been met within the time period specified in the Commitment to Issue Policy, this Commitment terminates and the Company's liability and obligation end.

3. The Company's liability and obligation is limited by and this Commitment is not valid without:

- (a) the Notice;
- (b) the Commitment to Issue Policy;
- (c) the Commitment Conditions;
- (d) Schedule A;
- (e) Schedule B, Part I - Requirements;
- (f) Schedule B, Part II - Exceptions; and
- (g) a countersignature by the Company or its issuing agent that may be in electronic form.

4. COMPANY'S RIGHT TO AMEND

The Company may amend this Commitment at any time. If the Company amends this Commitment to add a defect, lien, encumbrance, adverse claim, or other matter recorded in the Public Records prior to the Commitment Date, any liability of the Company is limited by Commitment Condition 5. The Company shall not be liable for any other amendment to this Commitment.

5. LIMITATIONS OF LIABILITY

- (a) The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
 - (i) comply with the Schedule B, Part I - Requirements;
 - (ii) eliminate, with the Company's written consent, any Schedule B, Part II - Exceptions; or
 - (iii) acquire the Title or create the Mortgage covered by this Commitment.
- (b) The Company shall not be liable under Commitment Condition 5(a) if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.
- (c) The Company will only have liability under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.

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- (d) The Company's liability shall not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Conditions 5(a)(i) through 5(a)(iii) or the Proposed Policy Amount.
- (e) The Company shall not be liable for the content of the Transaction Identification Data, if any.
- (f) In no event shall the Company be obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I - Requirements have been met to the satisfaction of the Company.
- (g) In any event, the Company's liability is limited by the terms and provisions of the Policy.

6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT

- (a) Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.
- (b) Any claim must be based in contract and must be restricted solely to the terms and provisions of this Commitment.
- (c) Until the Policy is issued, this Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.
- (d) The deletion or modification of any Schedule B, Part II - Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.
- (e) Any amendment or endorsement to this Commitment must be in writing and authenticated by a person authorized by the Company.
- (f) When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.

7. IF THIS COMMITMENT HAS BEEN ISSUED BY AN ISSUING AGENT

The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company's agent for the purpose of providing closing or settlement services.

8. PRO-FORMA POLICY

The Company may provide, at the request of a Proposed Insured, a pro-forma policy illustrating the coverage that the Company may provide. A pro-forma policy neither reflects the status of Title at the time that the pro-forma policy is delivered to a Proposed Insured, nor is it a commitment to insure.

9. ARBITRATION

The Policy contains an arbitration clause. All arbitrable matters when the Proposed Policy Amount is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Proposed Insured as the exclusive remedy of the parties. A Proposed Insured may review a copy of the arbitration rules at <<http://www.alta.org/arbitration>>.

STEWART TITLE GUARANTY COMPANY

All notices required to be given the Company and any statement in writing required to be furnished the Company shall be addressed to it at P.O. Box 2029, Houston, Texas 77252-2029.

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ALTA COMMITMENT FOR TITLE INSURANCE SCHEDULE A

ISSUED BY
STEWART TITLE GUARANTY COMPANY

Transaction Identification Data for reference only:

Issuing Agent: Blaine County Title, Inc.
Issuing Office: 360 Sun Valley Road, P.O. Box 3176, Ketchum, ID 83340
Issuing Office's ALTA® Registry ID: N/A
Loan ID Number: N/A
Commitment Number: 2022463
Issuing Office File Number: 2022463
Property Address: 220 Bird Dr., Ketchum, ID 83340
222 Bird Dr., Ketchum, ID 83340
Revision Number:

1. Commitment Date: July 01, 2020 at 8:00 A.M.

2. Policy to be issued:

Proposed Policy Amount

(a) ALTA Owner's Policy Standard \$1,200,000.00

Proposed Insured: Scott J. Edwards

(b) ALTA Loan Policy Standard

Proposed Insured:

3. The estate or interest in the Land described or referred to in this Commitment is:

Fee Simple

4. The Title is, at the Commitment Date, vested in:

Kimsquit Real Estate, Inc, an Idaho Corporation, as to an undivided 50% interest, as a tenant in common and William A. McMahan Trustee of the Restated McMahan 1986 Revocable Trust, dated May 17, 1995, as to an undivided 50% interest, as a tenant in common

5. The Land is described as follows:

Lots 1 and 2, Block 1 of SNOWBIRD SUBDIVISION, as shown on the official plat thereof, recorded as Instrument No. 321440, records of Blaine County, Idaho.

STATEMENT OF CHARGES

These charges are due and payable
before a policy can be issued

Owner's Policy: \$3,180.00

Underwriter remittance

\$381.60

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ID ALTA Commitment For Title Insurance Schedule 8-1-16 (4-2-18)

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ALTA COMMITMENT FOR TITLE INSURANCE

SCHEDULE B PART I

ISSUED BY
STEWART TITLE GUARANTY COMPANY

Requirements

File No.: 2022463

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
2. Pay the agreed amount for the estate or interest to be insured.
3. Pay the premiums, fees, and charges for the Policy to the Company.
4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.
5. The Company requires evidence of the marital status of **Scott J. Edwards**. If said person is married the Company requires the joinder of the spouse.
6. The corporate charter of **Kimsquit Real Estate, Inc.** has been forfeited or administratively dissolved. The Company requires that the charter be reinstated and that the Company be furnished satisfactory evidence of good standing. At the time the Company is furnished these items, the Company may make additional requirements or exceptions.
7. The Company must be furnished with a copy of the Agreement, Indenture or Declaration of Trust of **Restated McMahan 1986 Revocable Trust, dated May 17, 1995**, together with copies of any amendments, modifications, or revocations. In the event there have been no amendments, modifications, or revocations, the Company will require satisfactory evidence to that effect. At the time the Company is furnished these items, the Company may make additional requirements or exceptions.
8. Delivery to the Company of the Affidavit as to Debts and Liens. Upon acceptance and review of said Affidavit, title will be subject to such further matters as appear necessary and appropriate following such review.
9. Pursuant to the State of Idaho Insurance Regulations, a cancellation fee is to be charged on all cancelled orders. Unless otherwise advised, orders will be considered cancelled six months after the effective date on the Commitment. The amount of the fee assessed shall be in accordance with our rate filing with the Idaho Department of Insurance.

If you should decide to change lenders within six months, this commitment can be transferred to avoid a cancellation charge.

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ALTA Commitment For Title Insurance Schedule 8-1-16 (4-2-18)

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ALTA COMMITMENT FOR TITLE INSURANCE

SCHEDULE B PART II

ISSUED BY
STEWART TITLE GUARANTY COMPANY

Exceptions

File No.: 2022463

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

The Policy will not insure against loss or damage resulting from the terms and provisions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

1. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I - Requirements are met.
2. 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. Proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by public record.
3. Any facts, rights, interests, or claims which are not shown by the public records, but which could be ascertained by an inspection of the Land or by making inquiry of persons in possession thereof.
4. Easements, liens, or encumbrances, or claims thereof, which are not shown by the public records.
5. Discrepancies, conflicts in boundary lines, shortages in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by the public records.
6. (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.
7. Any lien or right to a lien for services, labor, or material heretofore or hereafter furnished, imposed by law and not shown by the public records.
8. Minerals of whatsoever kind, subsurface and surface substances, including but not limited to coal, lignite, oil, gas, uranium, clay, rock, sand and gravel in, on, under and that may be produced from the Land, together with all rights, privileges, and immunities relating thereto, whether or not appearing in the Public Records or listed in Schedule B. Stewart makes no representation as to the present ownership of any such interests. There may be leases, grants, exceptions or reservations of interest that are not listed.
9. General taxes for the year 2020 and subsequent years, which are a lien due not yet payable.

Note: General taxes for the year 2019, a lien in the amount of \$3,224.84, which are paid in full. (Parcel No. RPK05240000010)

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ASSOCIATION

ALTA COMMITMENT FOR TITLE INSURANCE

SCHEDULE B PART II

ISSUED BY
STEWART TITLE GUARANTY COMPANY

Exceptions

Note: General taxes for the year 2019, a lien in the amount of \$2,966.88, which are paid in full. (Parcel No. RPK05240000020)

10. Water and sewer charges of the City of Ketchum.
11. Ketchum rubbish charges billed by Clear Creek Disposal.
12. Power Line Easement, including the terms and provisions thereof, recorded July 8, 1963 in Book 178 of Deeds at page 35, as [Instrument No. 118840](#), records of Blaine County, Idaho.
13. Notes, Easements and Restrictions, as shown on the official map of Snowbird Subdivision, recorded July 9, 1990 as [Instrument No. 321440](#), records of Blaine County, Idaho.
14. Notices of liens if any, in favor of the State Tax Commission, the Department of Labor and Department of Health and Welfare of the State of Idaho filed in the office of the Secretary of State pursuant to Chapter 19, Title 45, Idaho Code. (The Idaho State Tax Commission electronically files liens with the office of the Secretary of State and not with the Blaine County Recorder. Until final review at closing, title may be subject to such further matters as appear necessary and appropriate following such review.)

Item 1 will be removed upon final review at closing, title may be subject to such further matters as appear necessary and appropriate following such review.

Items 2-5 and 7 may be removed upon issuance of any ALTA Extended Coverage Policy.

Copies of all recorded documents outlined in this section are available upon request.

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

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File No. 2022463

ID ALTA Commitment For Title Insurance Schedule 8-1-16 (4-2-18)

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AMERICAN
LAND TITLE
ASSOCIATION

STG Privacy Notice

Stewart Title Companies

WHAT DO THE STEWART TITLE COMPANIES DO WITH YOUR PERSONAL INFORMATION?

Federal and applicable state law and regulations give consumers the right to limit some but not all sharing. Federal and applicable state law regulations also require us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand how we use your personal information. This privacy notice is distributed on behalf of the Stewart Title Guaranty Company and its title affiliates (the Stewart Title Companies), pursuant to Title V of the Gramm-Leach-Bliley Act (GLBA).

The types of personal information we collect and share depend on the product or service that you have sought through us. This information can include social security numbers and driver's license number.

All financial companies, such as the Stewart Title Companies, need to share customers' personal information to run their everyday business—to process transactions and maintain customer accounts. In the section below, we list the reasons that we can share customers' personal information; the reasons that we choose to share; and whether you can limit this sharing.

Reasons we can share your personal information.	Do we share	Can you limit this sharing?
For our everyday business purposes — to process your transactions and maintain your account. This may include running the business and managing customer accounts, such as processing transactions, mailing, and auditing services, and responding to court orders and legal investigations.	Yes	No
For our marketing purposes — to offer our products and services to you.	Yes	No
For joint marketing with other financial companies	No	We don't share
For our affiliates' everyday business purposes — information about your transactions and experiences. Affiliates are companies related by common ownership or control. They can be financial and non-financial companies. <i>Our affiliates may include companies with a Stewart name; financial companies, such as Stewart Title Company</i>	Yes	No
For our affiliates' everyday business purposes — information about your creditworthiness.	No	We don't share
For our affiliates to market to you — For your convenience, Stewart has developed a means for you to opt out from its affiliates marketing even though such mechanism is not legally required.	Yes	Yes, send your first and last name, the email address used in your transaction, your Stewart file number and the Stewart office location that is handling your transaction by email to optout@stewart.com or fax to 1-800-335-9591.
For non-affiliates to market to you. Non-affiliates are companies not related by common ownership or control. They can be financial and non-financial companies.	No	We don't share

We may disclose your personal information to our affiliates or to non-affiliates as permitted by law. If you request a transaction with a non-affiliate, such as a third party insurance company, we will disclose your personal information to that non-affiliate. [We do not control their subsequent use of information, and suggest you refer to their privacy notices.]

SHARING PRACTICES

How often do the Stewart Title Companies notify me about their practices?	We must notify you about our sharing practices when you request a transaction.
How do the Stewart Title Companies protect my personal information?	To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer, file, and building safeguards.
How do the Stewart Title Companies collect my personal information?	We collect your personal information, for example, when you <ul style="list-style-type: none">request insurance-related servicesprovide such information to us We also collect your personal information from others, such as the real estate agent or lender involved in your transaction, credit reporting agencies, affiliates or other companies.
What sharing can I limit?	Although federal and state law give you the right to limit sharing (e.g., opt out) in certain instances, we do not share your personal information in those instances.

Contact us: If you have any questions about this privacy notice, please contact us at: Stewart Title Guaranty Company, 1360 Post Oak Blvd., Ste. 100, Privacy Officer, Houston, Texas 77056

Privacy Notice for California Residents

Pursuant to the California Consumer Privacy Act of 2018 ("CCPA"), Stewart Information Services Corporation and its subsidiary companies (collectively, "Stewart") are providing this **Privacy Notice for California Residents** ("CCPA Notice"). This CCPA Notice supplements the information contained in Stewart's existing privacy notice and applies solely to all visitors, users and others who reside in the State of California or are considered California Residents ("consumers" or "you"). Terms used but not defined shall have the meaning ascribed to them in the CCPA.

Information Stewart Collects

Stewart collects information that identifies, relates to, describes, references, is capable of being associated with, or could reasonably be linked, directly or indirectly, with a particular consumer, household, or device. Most of the information that Stewart collects in the course of its regular business is already protected pursuant to the Gramm-Leach-Bliley Act (GLBA). Additionally, much of this information comes from government records or other information already in the public domain. Personal information under the CCPA does not include:

- Publicly available information from government records.
- Deidentified or aggregated consumer information.
- Certain personal information protected by other sector-specific federal or California laws, including but not limited to the Fair Credit Reporting Act (FCRA), GLBA and California Financial Information Privacy Act (FIPA).

Specifically, Stewart has collected the following categories of personal information from consumers within the last twelve (12) months:

Category	Examples	Collected?
A. Identifiers.	A real name, alias, postal address, unique personal identifier, online identifier, Internet Protocol address, email address, account name, Social Security number, driver's license number, passport number, or other similar identifiers.	YES
B. Personal information categories listed in the California Customer Records statute (Cal. Civ. Code § 1798.80(e)).	A name, signature, Social Security number, physical characteristics or description, address, telephone number, passport number, driver's license or state identification card number, insurance policy number, education, employment, employment history, bank account number, credit card number, debit card number, or any other financial information, medical information, or health insurance information. Some personal information included in this category may overlap with other categories.	YES
C. Protected classification characteristics under California or federal law.	Age (40 years or older), race, color, ancestry, national origin, citizenship, religion or creed, marital status, medical condition, physical or mental disability, sex (including gender, gender identity, gender expression, pregnancy or childbirth and related medical conditions), sexual orientation, veteran or military status, genetic information (including familial genetic information).	YES
D. Commercial information.	Records of personal property, products or services purchased, obtained, or considered, or other purchasing or consuming histories or tendencies.	YES
E. Biometric information.	Genetic, physiological, behavioral, and biological characteristics, or activity patterns used to extract a template or other identifier or identifying information, such as, fingerprints, faceprints, and voiceprints, iris or retina scans, keystroke, gait, or other physical patterns, and sleep, health, or exercise data.	YES
F. Internet or other similar network activity.	Browsing history, search history, information on a consumer's interaction with a website, application, or advertisement.	YES
G. Geolocation data.	Physical location or movements.	YES
H. Sensory data.	Audio, electronic, visual, thermal, olfactory, or similar information.	YES
I. Professional or employment-related information.	Current or past job history or performance evaluations.	YES
J. Non-public education information (per the Family Educational Rights and Privacy Act (20 U.S.C. Section 1232g, 34 C.F.R. Part 99)).	Education records directly related to a student maintained by an educational institution or party acting on its behalf, such as grades, transcripts, class lists, student schedules, student identification codes, student financial information, or student disciplinary records.	YES
K. Inferences drawn from other personal information.	Profile reflecting a person's preferences, characteristics, psychological trends, predispositions, behavior, attitudes, intelligence, abilities, and aptitudes.	YES

Stewart obtains the categories of personal information listed above from the following categories of sources:

- Directly and indirectly from customers, their designees or their agents (For example, realtors, lenders, attorneys, etc.)
- Directly and indirectly from activity on Stewart's website or other applications.
- From third-parties that interact with Stewart in connection with the services we provide.

Use of Personal Information

Stewart may use or disclose the personal information we collect for one or more of the following purposes:

- To fulfill or meet the reason for which the information is provided.
- To provide, support, personalize, and develop our website, products, and services.
- To create, maintain, customize, and secure your account with Stewart.
- To process your requests, purchases, transactions, and payments and prevent transactional fraud.
- To prevent and/or process claims.
- To assist third party vendors/service providers who complete transactions or perform services on Stewart's behalf.
- As necessary or appropriate to protect the rights, property or safety of Stewart, our customers or others.
- To provide you with support and to respond to your inquiries, including to investigate and address your concerns and monitor and improve our responses.
- To personalize your website experience and to deliver content and product and service offerings relevant to your interests, including targeted offers and ads through our website, third-party sites, and via email or text message (with your consent, where required by law).
- To help maintain the safety, security, and integrity of our website, products and services, databases and other technology assets, and business.
- To respond to law enforcement or regulator requests as required by applicable law, court order, or governmental regulations.
- Auditing for compliance with federal and state laws, rules and regulations.
- Performing services including maintaining or servicing accounts, providing customer service, processing or fulfilling orders and transactions, verifying customer information, processing payments, providing advertising or marketing services or other similar services.
- To evaluate or conduct a merger, divestiture, restructuring, reorganization, dissolution, or other sale or transfer of some or all of our assets, whether as a going concern or as part of bankruptcy, liquidation, or similar proceeding, in which personal information held by us is among the assets transferred.

Stewart will not collect additional categories of personal information or use the personal information we collected for materially different, unrelated, or incompatible purposes without providing you notice.

Disclosure of Personal Information to Affiliated Companies and Nonaffiliated Third Parties

Stewart does not sell your personal information to nonaffiliated third parties. Stewart may share your information with those you have designated as your agent in the course of your transaction (for example, a realtor or a lender). Stewart may disclose your personal information to a third party for a business purpose. Typically, when we disclose personal information for a business purpose, we enter a contract that describes the purpose and requires the recipient to both keep that personal information confidential and not use it for any purpose except performing the contract.

We share your personal information with the following categories of third parties:

- Service providers and vendors (For example, search companies, mobile notaries, and companies providing credit/debit card processing, billing, shipping, repair, customer service, auditing, marketing, etc.)
- Affiliated Companies
- Litigation parties and attorneys, as required by law.
- Financial rating organizations, rating bureaus and trade associations.
- Federal and State Regulators, law enforcement and other government entities

In the preceding twelve (12) months, Stewart has disclosed the following categories of personal information for a business purpose:

Category A: Identifiers
Category B: California Customer Records personal information categories
Category C: Protected classification characteristics under California or federal law
Category D: Commercial Information
Category E: Biometric Information
Category F: Internet or other similar network activity
Category G: Geolocation data
Category H: Sensory data
Category I: Professional or employment-related information
Category J: Non-public education information
Category K: Inferences

Consumer Rights and Choices

The CCPA provides consumers (California residents) with specific rights regarding their personal information. This section describes your CCPA rights and explains how to exercise those rights.

Access to Specific Information and Data Portability Rights

You have the right to request that Stewart disclose certain information to you about our collection and use of your personal information over the past 12 months. Once we receive and confirm your verifiable consumer request, Stewart will disclose to you:

- The categories of personal information Stewart collected about you.
- The categories of sources for the personal information Stewart collected about you.
- Stewart's business or commercial purpose for collecting that personal information.
- The categories of third parties with whom Stewart shares that personal information.
- The specific pieces of personal information Stewart collected about you (also called a data portability request).
- If Stewart disclosed your personal data for a business purpose, a listing identifying the personal information categories that each category of recipient obtained.

Deletion Request Rights

You have the right to request that Stewart delete any of your personal information we collected from you and retained, subject to certain exceptions. Once we receive and confirm your verifiable consumer request, Stewart will delete (and direct our service providers to delete) your personal information from our records, unless an exception applies.

Stewart may deny your deletion request if retaining the information is necessary for us or our service providers to:

1. Complete the transaction for which we collected the personal information, provide a good or service that you requested, take actions reasonably anticipated within the context of our ongoing business relationship with you, or otherwise perform our contract with you
2. Detect security incidents, protect against malicious, deceptive, fraudulent, or illegal activity, or prosecute those responsible for such activities.
3. Debug products to identify and repair errors that impair existing intended functionality.
4. Exercise free speech, ensure the right of another consumer to exercise their free speech rights, or exercise another right provided for by law.
5. Comply with the California Electronic Communications Privacy Act (Cal. Penal Code § 1546 *seq.*).
6. Engage in public or peer-reviewed scientific, historical, or statistical research in the public interest that adheres to all other applicable ethics and privacy laws, when the information's deletion may likely render impossible or seriously impair the research's achievement, if you previously provided informed consent.
7. Enable solely internal uses that are reasonably aligned with consumer expectations based on your relationship with us.
8. Comply with a legal obligation.
9. Make other internal and lawful uses of that information that are compatible with the context in which you provided it.

Exercising Access, Data Portability, and Deletion Rights

To exercise the access, data portability, and deletion rights described above, please submit a verifiable consumer request to us either:

- Calling us Toll Free at 1-866-571-9270
- Emailing us at Privacyrequest@stewart.com
- Visiting <http://stewart.com/ccpa>

Only you, or someone legally authorized to act on your behalf, may make a verifiable consumer request related to your personal information. You may also make a verifiable consumer request on behalf of your minor child.

To designate an authorized agent, please contact Stewart through one of the methods mentioned above.

You may only make a verifiable consumer request for access or data portability twice within a 12-month period. The verifiable consumer request must:

- Provide sufficient information that allows us to reasonably verify you are the person about whom we collected personal information or an authorized representative.
- Describe your request with sufficient detail that allows us to properly understand, evaluate, and respond to it.

Stewart cannot respond to your request or provide you with personal information if we cannot verify your identity or authority to make the request and confirm the personal information relates to you.

Making a verifiable consumer request does not require you to create an account with Stewart.

Response Timing and Format

We endeavor to respond to a verifiable consumer request within forty-five (45) days of its receipt. If we require more time (up to an additional 45 days), we will inform you of the reason and extension period in writing.

A written response will be delivered by mail or electronically, at your option.

Any disclosures we provide will only cover the 12-month period preceding the verifiable consumer request's receipt. The response we provide will also explain the reasons we cannot comply with a request, if applicable. For data portability requests, we will select a format to provide your personal information that is readily useable and should allow you to transmit the information from one entity to another entity without hindrance.

Stewart does not charge a fee to process or respond to your verifiable consumer request unless it is excessive, repetitive, or manifestly unfounded. If we determine that the request warrants a fee, we will tell you why we made that decision and provide you with a cost estimate before completing your request.

Non-Discrimination

Stewart will not discriminate against you for exercising any of your CCPA rights. Unless permitted by the CCPA, we will not:

- Deny you goods or services.
- Charge you a different prices or rates for goods or services, including through granting discounts or other benefits, or imposing penalties.
- Provide you a different level or quality of goods or services.
- Suggest that you may receive a different price or rate for goods or services or a different level or quality of goods or services.

Changes to Our Privacy Notice

Stewart reserves the right to amend this privacy notice at our discretion and at any time. When we make changes to this privacy notice, we will post the updated notice on Stewart's website and update the notice's effective date. **Your continued use of Stewart's website following the posting of changes constitutes your acceptance of such changes.**

Contact Information

If you have questions or comments about this notice, the ways in which Stewart collects and uses your information described here, your choices and rights regarding such use, or wish to exercise your rights under California law, please do not hesitate to contact us at:

Phone: Toll Free at 1-866-571-9270

Website: <http://stewart.com/ccpa>

Email: Privacyrequest@stewart.com

Postal Address: Stewart Information Services Corporation
Attn: Mary Thomas, Deputy Chief Compliance Officer
1360 Post Oak Blvd., Ste. 100, MC #14-1
Houston, TX 77056

ARTICLES OF INCORPORATION
OF
SNOWBIRD TOWNHOMES OWNER'S ASSOCIATION, INC.

ARTICLE I: NAME

The name of the corporation is Snowbird Townhomes Owner's Association, Inc. Hereinafter referred to as the "Association".

ARTICLE II: DURATION

The duration of the corporation is perpetual.

ARTICLE III: PURPOSES

The Association is organized exclusively as a homeowner's association within the meaning of Section 528 of the Internal Revenue Code of 1986 (or the corresponding provision of any future U.S. Internal Revenue law). This Association does not contemplate pecuniary gain or profit to its members. The specific purposes for which this Association is formed are to provide for maintenance, preservation, and architectural control of the buildings, grounds, and Common Elements of certain property in Blaine County, Idaho, commonly referred to as Snowbird Townhomes. The Property is subject to a Condominium Declaration (the "Declaration") which was recorded with the County Recorder of Blaine County together with a survey map and plans which authorized the formation of the Association. The Property is referred to in the Declaration as Snowbird Townhomes Owner's Association, Inc. The Association shall promote the health, safety, and welfare of the residents within the Property, all in accordance with the provisions of the Declaration.

ARTICLE IV: POWERS

Without limiting the foregoing, the Association shall have the authority to exercise any powers conferred by the Declaration, Bylaws, or the Idaho Condominium Property Act, as currently enacted or hereafter amended or superseded; exercise all other powers that may be exercised in this state for the same type of corporation as the Association; and, exercise any other powers necessary and proper for the governance and operation of the Association.

ARTICLE V: DISSOLUTION

The Association may be dissolved with the consent given in writing and signed by not less than one hundred percent (100%) of the Association's members. In the event of such dissolution, then, unless members of the Association having at least one hundred percent (100%) of the total votes in the Association elect to sell the assets of the Association as prescribed in the Idaho Condominium Property Act, the assets of the Association shall be owned by all members of the Association as tenants in common according to their percentages of undivided interest in Common Elements and facilities, as set forth in the Declaration.

ARTICLE VI: REGISTERED AGENT

The registered agent of the corporation shall be [Name], whose address is [Address].

ARTICLE VII: MANAGEMENT

The affairs of the corporation shall be managed by a Board of Directors. The number, term, and qualifications of the directors shall be as set forth in the Bylaws.

ARTICLE VIII: DIRECTORS

The number of Directors constituting the initial Board of Directors of the Association is one (1), and the names and addresses of the persons who are to serve as Directors until the first annual meeting of the members or until their successors are elected and qualified are as follows: Scott Edwards 1830 112th St. E. Ste. F Tacoma WA 98445 The number, qualifications, terms of

office, manner of election, time and place of meetings, and powers and duties of the Directors shall be prescribed in the Bylaws.

ARTICLE IX: LIMITATION OF DIRECTOR LIABILITY

A Director of the Association shall not be personally liable to the Association or its members for monetary damages for conduct as a Director, except for liability of the Director: (i) for acts or omissions which involve intentional misconduct by the Director or a known violation of law by the Director; or, (ii) for any transaction from which the Director will personally receive a benefit in money, property, or services to which the Director is not legally entitled. If the Idaho Nonprofit Corporation Act is amended to authorize corporate actions further eliminating or limiting the personal liability of Directors, then the liability of a Director of the Association shall be eliminated or limited to the fullest extent permitted by the Idaho Nonprofit Corporation Act, as so amended. Any repeal or modification of the foregoing paragraph by the members of the Association shall not adversely affect any right or protection of a Director of the Association existing at the time of such repeal or modification.

ARTICLE X: INDEMNIFICATION OF DIRECTORS & OFFICERS

The Association shall indemnify its Directors and Officers against all liability, damage, and expenses arising from or in connection with services as Directors and Officers of this Association to the maximum extent and under all circumstances permitted by law.

ARTICLE XI: INCORPORATOR

The name and address of the incorporator is: Scott Edwards 1830 112th St E, Ste. F, Tacoma, WA 98445.

ARTICLE XII: EARNINGS

No part of the net earnings of the corporation shall inure to the benefit of any member or other individual other than by acquiring, constructing, or providing management, maintenance, and care of Association property, and other than by a rebate of excess membership dues, fees, or assessments.

ARTICLE XIII: MEMBERS

Every Owner of a Unit shall be a member of this Association. Membership shall be appurtenant to and may not be separated from ownership of any Unit which is subject to assessment. Natural persons, partnerships, corporations, trusts, or other lawful business entities may own or have an ownership interest in a Unit.

ARTICLE XIV: AMENDMENTS

These Articles may be amended by the assent of one hundred percent (100%) of the entire membership; provided, however, that the Board of Directors shall have the authority to appoint a new registered agent, and the Directors shall be appointed as stated in the Bylaws.

ARTICLE XV: TERMS

The terms used in these Articles of Incorporation shall have the same meaning as in the Declaration.

IN WITNESS WHEREOF, the undersigned have caused this Article of Incorporation to be executed this 18th day of October 2024.

Scott J Edwards, Incorporator

BYLAWS
OF
SNOWBIRD TOWNHOMES
OWNER'S ASSOCIATION, INC.

ARTICLE I: Background

The following are Bylaws of Snowbird Townhomes Owner's Association, Inc., a nonprofit corporation organized under the Idaho Nonprofit Corporation Act (Idaho Code Title 30, Chapter 30 the "Nonprofit Corporation Act") and the Idaho Condominium Property Act (Idaho Code Title 55, Chapter 15 the "Condominium Property Act"). These Bylaws provide for operation of Homeowners Association (the "Association") located in Blaine County, Idaho, created pursuant to Chapter 55-15 Idaho Code, and applies to the Association and its Members. Each Lot owner ("Owner") automatically, by virtue of such ownership, becomes a Member of the Association. All present and future Owners, mortgagees and other encumbering parties, lessees, tenants, licensees, occupants of the Lots, and their guests and employees, are subject to these Bylaws and the Declaration of Covenants, Conditions and Restrictions as it exists now and as it may from time to time be amended (the "Declaration"), and any and all other governing documents.

ARTICLE II: Name and Location

The name of the nonprofit corporation is Snowbird Townhomes Owner's Association, Inc. The principal office and mailing address of the Association will be located at such place as the Board of Directors designates. Meetings of Members and Directors may be held at such places within the State of Idaho as may be designated by the Board of Directors.

ARTICLE III: Definitions

Section 3.1 "Original Declaration Definitions". Unless otherwise indicated herein, the capitalized terms used in these Bylaws shall have the same meaning as those used in the Declaration.

Section 3.2 "Common Elements" will mean all real property and improvements: (a) owned or leased by the Association; (b) in which the Association has an easement (excepting easements for maintaining Lots) for the use, enjoyment or benefit of the Members; or (c) in which Members of the Association have an undivided interest or (d) is not part of a unit.

Section 3.3 "Declarant" means Bird Drive Partners, LLC, a Delaware limited liability company, and its successor and assigns, but only if rights of Developer are specifically assigned to the successors in writing.

Section 3.4 "Unit" will mean any numbered parcel of land shown upon any recorded subdivision of the Property, except for the Common Elements.

Section 3.5 "Member" will mean any Owner of a Unit. The number of votes of each Member is specified in the Articles of Incorporation.

Section 3.6 "Governing Documents" will mean the Declaration, the Articles of Incorporation of the Homeowners Association and these Bylaws of the Homeowners Association.

Section 3.7 "Owner" means every person or entity, including the Declarant, which is an Owner of record of the fee simple title to any Unit, or if any Unit is sold under real estate contract, the vendee or vendees under the contract; provided, however, that the term "Owner" shall not include those having such interest merely as security for the performance of an obligation. An Owner may include officers, Directors, partners and trustees of Owners of any Unit.

ARTICLE IV: Meetings of Members

Section 4.1 Annual Meetings. The first annual meeting of the Members shall be held at the discretion of the original Directors within one (1) year from the date of incorporation of the Association. Thereafter, annual meetings shall be held on the anniversary of such date in each succeeding year, or on such date as approved by an Action of the Members if they decide the annual meeting should be held on another date for each succeeding year. If the day for the annual meeting of the Members is a Saturday, Sunday, or legal holiday, the meeting shall be held on the first day following which is not a Saturday, Sunday, or legal holiday.

Section 4.2 Special Meetings. Special meetings of the Members may be called at any time by the President, a majority of the Directors, or on receipt of a written request from twenty percent (20%) of the Members entitled to vote in the aggregate.

Section 4.3 Notice of Meetings. Written notice of each meeting of the Members shall be given by, or at the direction of, the Secretary or person authorized to call the meeting, by hand delivery by mailing a copy of such notice, postage prepaid, or electronic delivery when so authorized by the Member (or by any other means described in RCW 64.90.515), at least fourteen (14) days, but no more than fifty (50) days before the meeting date. Such notice shall specify the time and date of the meeting, and the items on the agenda to be voted on by the Members, including the general nature of any proposed amendment to the Declaration, Articles of Incorporation, or Bylaws; changes of a previously approved budget that result in assessment obligations and any proposal to remove a Director or Officer or any other matter pursuant to RCW 64.90.445(1)(C).

Notice of meeting may be waived before or after meetings. All meetings shall be held at such a place as is convenient for the Members as determined by the Board of Directors.

Section 4.4 Quorum. The Quorum is present throughout any meeting of Members if persons entitled to cast thirty (30) per cent of the votes in the Association: a) are present in person or by proxy at the beginning of the meeting; b) have voted by absentee ballot; or c) are present by any combination of (a) and (b) of this subsection.

Section 4.5 Action of the Members. Unless the Governing Documents or the Nonprofit Corporation Act, when the Governing Documents are silent, express differently, the affirmative vote of the Members then present, in person or proxy, at a properly called meeting of the Members at which a quorum is present shall constitute a valid action and decision of the Members.

Section 4.6 Manner of Voting. At all meetings of Members, each Member may vote in person, by mail, or by proxy. If members opt in electronic voting may be an option at the discretion of the Board. Proxies may be made by any person entitled to vote. Such voting agent shall be designated by the Owner or Owners of a Lot by written notice signed by the Person(s) with an ownership interest, which notice shall be filed with the Secretary of the Board of Directors or the agent as assigned by the Board. The voting agent named as Proxy need not be an Owner. Any

designation of voting agent may be revoked at any time by any one of the parties with an ownership interest in the Lot on written notice filed with the Secretary of the Board of Directors or their agent. Such designation shall be deemed revoked when the Secretary receives actual notice of the death or judicially declared incompetence of the Owner of the Lot, or of the conveyance of such ownership interest. When no designation is made, or where designation has been made and revoked and no new designation has been made, the voting agent shall be the person or group composed of all Owners of that Lot who attend any meeting of the Association; however, votes may not be split by multiple Owners of a Lot. Thus, if multiple Owners cannot agree on a vote, their vote will not be counted on a vote of the Association Membership, even though those Owners may be counted for purposes of a quorum (as if abstaining). A proxy is void if it is not dated and signed or purports to be revocable without notice. Unless stated otherwise in the proxy, a proxy terminates eleven (11) months after its date of issuance.

Section 4.7 Ratification of the Budget. Within thirty (30) days after adoption of any purposed budget the Board of Directors shall provide a copy of the budget to all Members and set a date for a meeting of the Members to consider ratification of the budget not less than fourteen (14) or more than fifty (50) days after providing the budget. Unless at that meeting the Owners of Lots (Units) to which a majority of the votes in the Association are allocated or any larger percentage specified in the Declaration reject the budget the budget and assessments against the Lots (Units) included in the budget are ratified, whether or not a quorum is present.

If the purposed budget is rejected or the required notice is not given the periodic budget last ratified by the Lot (Unit) Owners continues until the Members ratify a subsequent budget proposed by the Board. The budget must include the projected income and common expenses and any specially allocated expenses; the amount of assessments per unit and the date assessment are due; the amount of regular contribution if any budgeted for contributions to the reserve account; and a statement whether the Association has a reserve study that meets the requirements of RCW 64.90.550 and, if so, the extent to which the budget meets or deviates from the recommendations of the reserve study and the current deficiency or surplus in the reserve fund if any expresses on a per Lot (Unit) basis.

Section 4.8 Election of the Directors. At the annual meeting of the Members or any other meeting of the Members where Director(s) are to be elected, and a quorum is present, each Member shall be entitled to vote the number of votes held by such Member for each Board of Director position being voted upon by the Members, without cumulative voting rights. The person receiving the most affirmative votes shall be elected to that position on the Board of Directors.

Section 4.9 Waiver of Notice. Any Member of the Association may at any time waive notice of any meeting of the Members in writing and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a Member of the Association at any meeting of the Members shall constitute a waiver of notice by them of the time and place thereof.

ARTICLE V: Board of Directors; Selection; Term of Office

Section 5.1 Board of Directors during the Development Period. The initial Board of Directors shall consist of one (1) Director, or any other number of Directors the Declarant duly appoints. Not later than sixty (60) days after conveyance of twenty-five (25%) of the Lots (Units) that may be created to Owners other than the Declarant, at least one Member and not less than twenty five percent (25%) of the Members of the Board must be elected by Owners other than the Declarant. Not later than sixty (60) days after the conveyance of fifty percent (50%) of the Lots (Units) that may be created to Owners other than the Declarant, not less than thirty three and one-third percent (33 1/3) of the Members of the Board must be elected by Lot (Unit) Owners other than the Declarant until such Members are elected and take office the existing Board shall continue to act on behalf of the Association. Within thirty (30) days after termination of any period of the Declarant control or no later than a date that is sixty (60) days after conveyance of seventy five percent (75%) of the Lots (Units) to Owners other than Declarant, the Board must schedule a transition meeting of Members and the Board to be elected in accordance with RCW 64.90.410(2) and provide notice to the Members. A majority of the Board must be Members.

Section 5.2 Board of Directors after Termination of the Development Period. The Board of Directors after the Development Period shall be composed of not less than two (2) members.

Section 5.3 Compensation. No Director shall receive compensation for any service rendered to the Association.

Section 5.4 Term of Office. The Members of the first Board of Directors elected entirely by the Members after the termination of the Development Period shall be elected to terms of office in the following order: the first Director elected shall serve for a term of one (1) year; the second Director elected shall serve for a term of two (2) years.

Section 5.5 Removal. Members present, in person, by proxy, or by absentee ballot at any meeting of the Members at which a quorum is present may remove any Board Member or any Officer elected by the Members, with or without cause, if the number of votes in favor of removal cast by the Members entitled to vote for election of the Board Member or Officer proposed to be removed is at least the lesser of (a) majority of votes in the Association held by such Members or (b) two-thirds (2/3) of the vote cast by such Members at the meeting but; i) a Board Member appointed by the Developer may not be removed by Member vote during any period of Declarant control; ii) a Board Member appointed under RCW 64.090.420(3) may be removed only by the person that appointed that Member; iii) the Members may not consider whether to remove a Board Member or Officer at a meeting of the Members unless that subject was listed in the notice of the meeting.

The Board may, without Member vote, remove from the Board a Board Member or Officer elected by the Owners if (a) the Board Member or Officer is delinquent in the payment of assessments more than sixty days and (b) the Board Member or Officer has not cured the delinquency within thirty days after receiving notice of the Board's intent to remove the Board Member or Officer. The Board may remove an Officer elected by the Board at any time with or without cause.

Section 5.6 Vacancies. Vacancies on the Board of Directors caused by any reason other than the removal of a Director by the vote of the Members (which would then be replaced by a vote of the Members pursuant Section 5.5 of this Agreement) or the creation of an additional Director position (which would require a vote of the Members pursuant to Section 5.2 of this Agreement), shall be filled by a vote of a majority of the remaining Directors. A Director so elected to fill a vacancy in the Board of Directors will be a director for the remainder of the unexpired term of the vacancy he or she filled until a successor Director is elected by a vote of the Members.

ARTICLE VI: Meetings of Directors

Section 6.1 Regular Meetings. Regular meetings of the Board of Directors shall be held no less than one (1) time a year at such place and hour as may be fixed by the Board of Directors. Notice shall be given to the Members no less than five (5) days prior to the meeting of the Board.

Section 6.2 Special Meetings. Special meetings of the Board of Directors shall be held when called by the President of the Association, or by any Director, after not less than three (3) days' notice to each Director. The meeting shall be held at the same place as the regular meetings, unless unavailable, in which event the President shall designate the place of the special meeting.

Section 6.3 Quorum. A quorum is deemed present throughout any meeting of the Board of Directors if a majority of the Board of Directors is present at the beginning of the meeting. Members present through use of telephone or online via video meeting, shall be deemed present for purposes of a quorum, and may vote by the same manner.

Section 6.4 Action of the Directors. Unless the Governing Documents or the Nonprofit Corporation Act, when the Governing Documents are silent, express differently, the affirmative vote of a majority of the Directors then present, in person or proxy, at a duly held meeting at which a quorum is present shall be regarded as an act and valid decision of the Board.

Section 6.5 Waiver of Notice. Any Member of the Board of Directors may at any time waive notice of any meeting of the Board of Directors in writing and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a Member of the Board of Directors at any meeting of the Board shall constitute a waiver of notice by them of the time and place thereof. If all the Members of the Board of Directors are present at any meeting of the Board, no notice shall be required, and any business may be transacted at such meeting.

Section 6.6 Order of Business. The order of business at annual meetings and as far as practical at all other meetings, shall be:

1. Members sign in to validate their presence.
2. The meeting is called to order by a member of the Board.
3. Review and floor vote to approve of any unapproved minutes.
4. Reports of officers, if any.
5. Reports of committees, if any.
6. Election of Directors (if necessary).

7. Unfinished business.
8. New business.
9. Adjournment.

Section 6.7 Open Meetings. Except as provided in this subsection, all meetings of the Board of Directors shall be open for observation by all Owners on record and their authorized agents. The Board of Directors shall keep minutes of all actions taken by the Board, which shall be available to all Members. Upon the affirmative vote in open meeting to assemble in closed session, the Board of Directors may convene in closed executive session to consider personnel matters; consult with legal counsel or consider communications with legal counsel; or discuss likely or pending litigation matters involving possible violations of the governing documents of the Association, and matters involving the possible liability of a Member of the Association. The motion shall state specifically the purpose for the closed session. Reference to the motion and the stated purpose for the closed session shall be included in the minutes. The Board of Directors shall restrict the consideration of matters during the closed portions of meetings only to those purposes specifically exempted and stated in the motion. No motion, or other action adopted, passed, or agreed to in closed session may become effective unless the Board of Directors, following the closed session, reconvenes in open meeting and votes in the open meeting on such motion, or other action which is reasonably identified. The requirements of this subsection shall not require the disclosure of information in violation of law, or which is otherwise exempt from disclosure.

ARTICLE VII: Powers and Duties of the Board of Directors

Section 7.1 Powers. The Board of Directors shall have the power to do the following:

- (a) The Board will have the authority to exercise for the Association all powers, duties, and authority vested in or delegated to this Association and not reserved to the Membership by other provisions of these Bylaws, the Articles of Incorporation, or the Declaration or as set forth in the Homeowners Association Act, as currently enacted or hereafter amended.
- (b) The Board shall have the authority to determine and make such changes and improvements in the Common Areas as the Board may decide, from time to time by action of the Board of Directors.

(c) The Board shall have the authority to determine and charge assessments as described in the Declaration and to take any action permitted by the Declaration or law to enforce Member assessments.

(d) The Board shall have the authority, as necessary to pursue the Association responsibilities, employ an independent contractor or such other employees as the Board deems necessary, and to prescribe their duties.

(e) The Board will have the authority to enforce all covenants, restrictions, and conditions of the Declaration and as amended (this power does not in any way reduce the power of any Member to enforce such covenant, nor does it require enforcement unless the Board of Directors deems such enforcement necessary).

Section 7.2 Absence of Board Authority. The Board of Directors shall not have the power to act on behalf of the Association to:

(a) Amend the Declaration in any matter that requires the vote or approval of the Members.

(b) Amend the Articles of Incorporation or Bylaws in any manner that requires the vote or approval of the Members.

(c) Take any other action that requires the vote or approval of the Members.

(d) Terminate the Association.

(e) Elect Members of the Board of Directors or determine the qualifications, powers, and duties, or terms of office of Members of the Board of Directors; provided, however, that the Board of Directors may fill vacancies in its Membership for the unexpired portion of any term by appointing a member by majority vote of the Board.

Section 7.3 Duties. It shall be the duty of the Board of Directors to do, in their discretion, as follows:

(a) Keep a complete record of all its acts and corporate affairs and to present a statement thereof to the Members at the annual meeting of the Members, or at any special meeting when such statement is requested in writing by any one of the Members who is entitled to vote.

(b) Supervise all officers, agents and employees of this Association, and see that their duties are properly performed.

(c) As more fully provided in the Declaration, to do as follows:

i. Fix the annual budget at least thirty (30) days in advance of each fiscal year.

ii. Fix any special budget.

iii. Send notice of and call a meeting of the Members to ratify the annual or any special budget, not less than fourteen (14) nor more than fifty (50) days in advance of the meeting.

iv. File a lien if an Assessment or fine is not paid within thirty (30) days and,

v. When deemed necessary, may foreclose on the lien if a Member at the time the action is commenced owes a sum equal to at least three (3) months of Assessments but prior to ten (10) years from the date of Assessment.

(d) Issue, or to cause an appropriate officer to issue, on demand by any person, a certificate setting forth whether any Assessment has been paid. The Board may make a reasonable charge for the issuance of such a certificate. Such certificate shall be conclusive evidence of such payment or nonpayment of any Assessment.

(e) Enforce covenants as provided in the Declaration when deemed necessary by a vote of a majority of the Directors (this power of enforcement is in addition to the powers of the enforcement of any individual Owner);

(f) With respect to Common Areas, procure and maintain adequate liability and hazard insurance on property owned by the Association. If available at a reasonable cost, maintain earthquake insurance on all Common Areas that could be damaged in the event of an earthquake. Procure and maintain adequate liability insurance for the Directors of the Board of Directors.

(g) Maintain all Common Areas and fulfill all other obligations as set forth in the Declaration.

(h) Maintain and enforce all easements and fulfill all other obligations as set forth in the Declaration; and

(i) Perform all other functions that are necessary for maintenance and continuance of the Association.

Section 7.4 Delegation to Manage. The Board of Directors may delegate any of its managerial duties, powers, or functions to any person, firm, or corporation, provided that any management agreement for the project shall be terminable by the Association for upon thirty (30) days written notice. The term of any such agreement may not exceed one (1) year and shall be renewable by agreement of the parties for successive one (1) year periods. The Members of the Board of Directors shall not be liable for any omission or improper exercise by the manager of any duty, power or function so delegated by a written instrument executed by a majority of the Board of Directors.

ARTICLE VIII: Standard of Care for Directors

Section 8.1 Standard. A Director shall perform the duties of a Director, including the duties as a Member of any committee of the Board upon which the Director may serve, in good faith, in a manner such Director believes to be in the best interests of the Association, and with such care, including reasonable inquiry, as an ordinarily prudent person in a like position would use under similar circumstances.

In performing the duties of a Director, a Director shall be entitled to rely on information, opinions, reports, or statements, including financial statements and other financial data, in each case prepared or presented by:

(a) One or more officers or employees of the Association whom the Director believes to be reliable and competent in the matter presented.

(b) Counsel, public accountants, or other persons as to matters which the Director believes to be within such person's professional or expert competence; or,

(c) A committee of the Board upon which the Director does not serve, duly designated in accordance with a provision in the Articles of Incorporation or Bylaws, as to matters within its

designated authority, which committee the Director believes to merit confidence; so long as, in any such case, the Director acts in good faith, after reasonable inquiry when the need therefore is indicated by the circumstances and without knowledge that would cause such reliance to be unwarranted.

Section 8.2 Amendment. However, if the statutory standard of care is, at any time, different from the standard of care set forth in these Bylaws, the Bylaws shall be deemed amended so that the standard of care shall be that standard set forth statutorily for nonprofit corporations in the State of Idaho. This section shall not apply where the consequences of an act, omission, error, or negligence are covered by the insurance obtained by the Board.

ARTICLE IX: Officers and Their Duties

Section 9.1 Enumeration of Officers. The officers of this Association shall be a Residences, vice president, secretary/treasurer, and such other officers as the Board may from time to time by resolution create.

Section 9.2 Election of Officers. The election of officers shall take place at the first meeting of the Board of Directors following each annual meeting of the Members.

Section 9.3 Term. The officers of this Association shall be elected annually by the Board, and each shall hold office for one (1) year, or until that officer's successor is elected, unless the officer sooner resigns, or shall be removed, or otherwise is disqualified to serve. An officer may be removed, with or without cause, upon a majority vote by the Board.

Section 9.4 Special Appointments. The Board may elect such other officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Board may, from time to time, determine.

Section 9.5 Resignation and Removal. Any officer may be removed from office with or without cause by the Board. Any officer may resign at any time by giving written notice to the Board, the president, or the secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 9.6 Vacancies. A vacancy in any office may be filled by appointment by the Board. The officer appointed to such vacancy shall serve for the remainder of the term of the officer who is replaced.

Section 9.7 Multiple Offices. Any two offices may be held by the same person but in no event shall the President also be Secretary.

Section 9.8 Duties. The duties of the officers are as follows:

(a) President. The president shall preside at all meetings of the Board of Directors; shall see that orders and resolutions of the Board are carried out; and shall sign all written instruments and promissory notes.

(b) Vice President. The vice president shall act in the place and stead of the president in the event of absence, inability, or refusal to act, and shall exercise and discharge such other duties as may be required by the Board.

(c) Secretary. The secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the Members; serve notice of meetings of the Board and of the Members; keep appropriate current records showing the Members of the Association together with their addresses; prepare, execute, certify and record Amendments to the Declaration on behalf of the Association; and perform such other duties as required by the Board.

(d) Treasurer. The treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the Board of Directors; sign all checks and promissory notes of the Association; keep proper books of accounts; cause an annual audit of the Association books to be made by a public accountant whenever the quarterly assessment exceeds \$50,000, unless waived by a majority of the Members present; and prepare a quarterly budget and a statement of income and expenditures as set forth above. The desired time for preparation shall be prior to the regular annual meeting so that the budget and statement can be presented to the Membership at its regular annual meeting.

ARTICLE X: Assessments

Section 11.1 Each Member is deemed to covenant and agree to pay the Association:

(a) The regular assessment or charge shall be payable in annual, or such periodic Installments as determined by the Board.

(b) Special assessments for capital improvements. In addition to the assessments authorized above, the Association may levy a special assessment applicable only to the year in which the assessment is made for the purpose of defraying in whole or in part the cost of any unexpected repair or replacement of capital improvements upon the common areas including necessary fixtures and personal property located therein. That any special assessment for the construction of new facilities or the acquisition of new equipment and which is not for the upgrade, repair, or replacement of existing construction of equipment shall require the approval of the vote of sixty-seven (67) percent of the Lot Owners at a meeting called for that purpose.

Section 11.2 Purposes of Assessments. The Assessments shall be used exclusively for the purposes as set forth in the Declaration.

Section 11.3 Periodic Assessment. Within thirty (30) days after the adoption by the Board of Directors of any proposed regular or special budget of the Association, the Board shall set a date for a meeting of the Owners to consider ratification of the budget not less than fourteen (14) nor more than fifty (50) days after mailing of the summary. Unless at that meeting the Owners of a majority of the votes in the Association reject the budget, in person or by proxy, the budget is ratified, whether a quorum is present. In the event the proposed budget is rejected, or the required notice is not given, the periodic budget last ratified by the owners shall be continued until such time as the Owners ratify a subsequent budget proposed by the Board of Directors.

Section 11.4 Special Assessments for Capital Improvements. In addition to the assessments authorized above, the Association may levy special assessments for capital improvements. Any such levy by the Association shall be for the purpose of defraying in whole or in part, the cost of any construction or reconstruction, or replacement of a described capital improvement upon the common areas as defined in the Declaration, provided that any such assessment shall have the assent of sixty-six percent (66%) of the votes of all Lot Owners, written notice of which shall be sent to all Members not less than fourteen (14) days nor more than sixty (60) days in advance of the meeting setting forth the purpose of the meeting.

Section 11.5 Uniform Rate. All Assessments shall be fixed at a uniform rate for those Lots that are affected by that specific assessment.

Section 11.6 Date of Commencement of Periodic Assessment: Due Dates. As to each particular lot involved, the liability for the periodic assessment shall begin on the 1st day of January of each calendar year and shall be payable on or before the tenth (10th) day of January, of each year. In the event the assessment is increased or decreased as provided for in these By-Laws, then the new assessment rate shall begin on the first day of the year following the meeting at which the periodic assessment rate was changed. The due date of any special assessment as provided in herein shall be fixed by the resolution authorizing such assessment.

Section 11.7 Effect of Non-payment of Assessments; Remedies. If any assessment is not paid within thirty (30) days after it was first due and payable, the assessment shall bear interest from the date on which it was due at the rate of twelve percent (12%) per annum, and the Association may bring an action at law against the one personally obligated to pay the same and/or foreclose the lien against the property; and interest, costs, and reasonable attorney's fees of any such action shall be included in any judgment or decree entered in such suit.

ARTICLE XII: Books and Records

The books, records, and papers of the Association shall always, during normal business hours as determined by the Board, be subject to inspection by any Member, holder of a mortgage on a Lot, and their respective agents on reasonable advance notice. The Declaration, the Articles of incorporation, and the Bylaws of the Association, shall be available for inspection by any Member at the office of the Secretary of the Association. Copies may be purchased by any Member at reasonable cost.

ARTICLE XIII: Amendments

Section 13.1 Bylaws. These Bylaws may be amended in the following manner:

(a) Amendment by Declarant. Declarant may, without the consent of any Member, at any time prior to the time it has sold and closed one hundred percent (100%) of the units, amend these Bylaws.

(b) Amendment by Members. After the Declarant has sold and closed one hundred percent (100%) of the units, these Bylaws can be amended only by: (i) proper notice prior to any meeting at which a proposed amendment is considered; (ii) a resolution adopting a proposed amendment by the affirmative two-thirds (2/3rds) vote of the Board of Directors, without quorum; and (iii) the affirmative majority vote or majority written consent of members of the Association, to adopt the proposed amendments to these Bylaws. After the amendment has been duly passed, copies of the amendment certified by the President and Secretary of the Association shall be delivered to all Members within thirty (30) days of adoption.

No amendment to these Bylaws shall be passed which materially impairs the substantial rights of a Lot Owner as established in the Declaration unless the impacted Lot Owner(s) consents in writing. The amendment shall be effective once passed by the Members.

Section 13.2 Conflict. In the case of any conflict between the Articles of Incorporation and these Bylaws, the Articles shall control; and in the case of any conflict between the Declaration and these Bylaws, the Declaration shall control.

In the event of any conflict between these Bylaws and RCW 64.90 the provisions of RCW 64.90 shall control.

ARTICLE XIV: Indemnification of Directors and Officers

Section 14.1 Right of Indemnification. The Association shall indemnify its Directors and Officers against all liability, damage, or expense resulting from the fact that such person is or was a Director or Officer, to the maximum extent and under all circumstances permitted by law.

Section 14.2 Effect on Other Rights. The right to indemnification and the payment of expenses incurred in defending a proceeding in advance of its final disposition conferred in this Article shall not be exclusive of any other right which any person may have or hereafter acquire under any statute, provision of the Articles of Incorporation, Bylaws, agreement, vote of shareholders or disinterested Directors, or otherwise.

Section 14.3 Insurance. The Association may maintain insurance, at its expense, to protect itself and any Director, officer, employee, or agent of the Association or another Association, partnership, joint venture, trust, or other enterprise against any expense, liability, or loss, whether

or not the Association would have the power to indemnify such person against such expense, liability, or loss under the Idaho Nonprofit Corporation Act. The Association may enter into contracts with any Director or officer of the Association in furtherance of the provisions of this Article and may create a trust fund, grant a security interest, or use other means (including, without limitation, a letter of credit) to ensure the payment of such amounts as may be necessary to effect indemnification as provided in this Article.

Section 14.4 Advance Payment. The Association may, by action of its Board of Directors from time to time, provide indemnification and pay expenses in advance of the final disposition of a proceeding to employees and agents of the Association with the same scope and effect as the provisions of this Article with respect to the indemnification and advancement of expenses of Directors and officers of the Association or pursuant to rights granted pursuant to, or provided by, the Idaho Nonprofit Corporation Act or otherwise.

ARTICLE XV: Transactions Involving Directors

Section 15.1 Transactions. No contracts or other transactions between this Association and any other corporation, and no act of this Association shall in any way be affected or invalidated by the fact that any Director of this Association is peculiarly or otherwise interested in, or is a trustee, Director, or officer of, such other corporation.

Section 15.2 Disclosure. Any Director, individually, or any firm of which any Director may be a Member, may be a party to, or may be peculiarly or otherwise interested in, any contracts or transactions or the Association; provided, that the fact that such Director or such firm is so interested shall be disclosed to or shall have been known by the Board of Directors or a majority thereof

. ARTICLE XVI: Attorney Fees

Should any dispute arise regarding the terms of these Bylaws, the Declaration, or the Articles of Incorporation of the Association, the prevailing party shall recover reasonable attorney fees and costs, including those for appeals.

ARTICLE XVII: Venue

The venue, for purposes of these Bylaws, shall be Blaine County, Idaho.

The fiscal year of the association shall be a calendar year, unless determined otherwise by the Board of Directors.

These Bylaws have been adopted by the Board of Directors of the Snowbird Townhomes Owner's Association, Inc this 22th day of October 2024.

Scott J Edwards (Director)



Attachment 5:

Townhomes II Subdivision

Final Plat

SNOWBIRD TOWNHOMES II

LOCATED WITHIN: SECTION 13, TOWNSHIP 4 NORTH, RANGE 17 EAST, B.M.,
CITY OF KETCHUM, BLAINE COUNTY, IDAHO
A TOWNHOUSE SUBDIVISION OF SNOWBIRD SUBDIVISION, LOT 2A, CREATING TWO SUBLOTS.

SEPTEMBER 2024

LEGEND:

	PROPERTY LINE
	EASEMENT VACATED
	EASEMENT LINE
	BLAINE COUNTY GIS TIE
	FOUND 1/2" REBAR
	FOUND 5/8" REBAR
	FOUND BRASS SURVEY MARKER
	SET 5/8" REBAR, PLS #9561
	FOUND ALUMINUM CAP

SURVEYOR'S NARRATIVE:

1. THE PURPOSE OF THIS PLAT IS TO CREATE TWO TOWNHOUSE SUBLOTS. FOUND MONUMENTS WERE ACCEPTED AS EITHER ORIGINAL OR REPLACEMENTS OF ORIGINAL CORNERS.
2. DIMENSIONS SHOWN HEREON ARE MEASURED. FOR RECORD DIMENSIONS, SEE REFERENCED SURVEYS.
3. DOCUMENTS USED IN THE COURSE OF THIS SURVEY:
 - A. ORIGINAL PLAT OF "SNOWBIRD SUBDIVISION", INST. NO. 321440.
 - B. REPLAT OF "SNOWBIRD SUBDIVISION: LOTS 1A & 2A", INST. NO. 706754 .
 - C. SNOWBIRD TOWNHOMES I, INST. NO. 707162 .

NOTES:

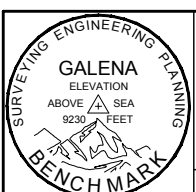
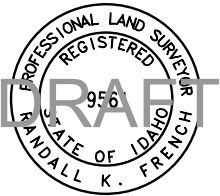
1. THE TOWNHOME DECLARATION FOR SNOWBIRD TOWNHOMES WAS RECORDED AS INST. NO. 707161 , RECORDS OF BLAINE COUNTY, IDAHO.
2. THIS PLAT SUBJECT TO ALL APPLICABLE PROVISIONS OF THE PHASED DEVELOPMENT AGREEMENT #22765, RECORDED AS INST. NO. 693694, RECORDS OF BLAINE COUNTY, IDAHO.
3. ALL TOWNHOUSE OWNERS SHALL HAVE MUTUAL RECIPROCAL EASEMENTS FOR ACCESS AND EXISTING/FUTURE PUBLIC AND PRIVATE UTILITIES INCLUDING, BUT NOT LIMITED TO, MECHANICAL VAULTS, WATER, CABLE TV, SEWER, NATURAL GAS, TELEPHONE, AND ELECTRIC LINES OVER, UNDER AND ACROSS THEIR TOWNHOUSE SUBLOTS FOR THE REPAIR, MAINTENANCE AND REPLACEMENT THEREOF.
4. A 10 FOOT WIDE PUBLIC UTILITY EASEMENT EXISTS CENTERED UPON ALL SIDE AND REAR LOT LINES PER ORIGINAL PLAT. A 10-FOOT WIDE PUBLIC UTILITY EASEMENT EXISTS ALONG FRONT PROPERTY LINE PER PREVIOUS PLAT.
5. A 20 FOOT WIDE ACCESS & PUBLIC UTILITY EASEMENT TO BENEFIT SNOWBIRD TOWNHOMES I, SUBLOTS 1 & 2 ACROSS FORMER SNOWBIRD SUBDIVISION: LOT 2A (PER INST. NO. 706754) EXISTS AS SHOWN HEREON. THE PRIVATE DRIVEWAY SHALL REMAIN OPEN AND UNOBSTRUCTED FOR A MINIMUM WIDTH OF 20 FEET YEAR-ROUND.
6. A POWERLINE EASEMENT WAS RECORDED JULY 8, 1963 AS INST. NO. 118840, RECORDS OF BLAINE COUNTY, IDAHO.
7. GARAGE(S) MAY NOT BE CONDOMINIUMIZED, SOLD AND/OR OWNED SEPARATE FROM THE CORRESPONDING DWELLING UNIT WITHIN THE TOWNHOUSE DEVELOPMENT.

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



SNOWBIRD TOWNHOMES II

LOCATED WITHIN: SECTION 13, T4N, R17E, B.M.,
CITY OF KETCHUM, BLAINE COUNTY, IDAHO

PREPARED FOR: SCOTT EDWARDS

PROJECT NO. 21070	DWG BY: DWS/CPL	FILE: 21070ph2.DWG
FINAL PLAT	DATE: SEPTEMBER 2024	SHEET: 1 OF 3

SNOWBIRD TOWNHOMES II

OWNER'S CERTIFICATE

THIS IS TO CERTIFY that BIRD DRIVE PARTNERS, LLC, a Delaware limited liability company is the owner in fee simple of Real Property described as follows:

A parcel of land located within Section 13, Township 4 North, Range 17 East, Boise Meridian, Ketchum, Idaho, more particularly described as follows:

Lots 2A of SNOWBIRD SUBDIVISION: LOTS 1A & 2A, as shown on the official plat thereof, recorded as Instrument No. 706754, records of Blaine County, Idaho.

The easements shown hereon 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.

Pursuant to Idaho Code 50-1334, the undersigned, as owner, does hereby state that the lots on this plat are eligible to receive water service from the Ketchum Water Department, and that said district has agreed in writing to serve the lots shown on this plat.

IN WITNESS WHEREOF, I have hereunto set my hand.

BIRD DRIVE PARTNERS, LLC, a Delaware limited liability company

By: _____

Its: _____

Signed this _____ day of _____, 20____.

ACKNOWLEDGMENT

STATE OF _____)

COUNTY OF _____)


On this _____ day of _____, in the year of 20____, before me, the undersigned, personally appeared _____, known or identified to me (or proved to me), to be the _____ of Bird Drive Partners, LLC, a Delaware limited liability company, and acknowledged to me that he and said limited liability company executed the same.

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

Notary Public

Residing at: _____

Commission Expires: _____

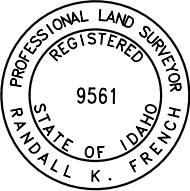
	<h1 style="margin: 0;">SNOWBIRD TOWNHOMES II</h1>	
	<p>LOCATED WITHIN: SECTION 13, T4N, R17E, B.M., CITY OF KETCHUM, BLAINE COUNTY, IDAHO</p>	
	<p>PREPARED FOR: SCOTT EDWARDS</p>	
PROJECT NO. 21070	DWG BY: CPL	FILE: 21070CRT1.DWG
FINAL PLAT	DATE: SEPTEMBER 2024	SHEET: 2 OF 3

SNOWBIRD TOWNHOMES II

SURVEYOR'S CERTIFICATE

I, Randall K. French, 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.

RANDALL K. FRENCH, P.L.S. #9561



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: _____

BLAINE COUNTY RECORDER'S CERTIFICATE

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 _____, 2023, this plat was duly accepted and approved.

By: _____
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 _____, 2023, 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 _____, 2023, and certify that it is in accordance with the City of Ketchum subdivision ordinance.

By: _____

GALENA
ELEVATION
ABOVE SEA
9230 FEET

SNOWBIRD
TOWNHOMES II

LOCATED WITHIN: SECTION 13, T4N, R17E, B.M.,
CITY OF KETCHUM, BLAINE COUNTY, IDAHO

PREPARED FOR: SCOTT EDWARDS

PROJECT NO. 21070	DWG BY: CPL	FILE: 21070CRT1.DWG
FINAL PLAT	DATE: SEPTEMBER 2024	SHEET: 3 OF 3



Attachment 6:

Draft Findings of Fact, Conclusions of Law, and Decision



**City of Ketchum
Planning & Building**

IN RE:)	
)	
Snowbird Townhomes II Subdivision	)	KETCHUM CITY COUNCIL
Townhouse Subdivision – Final Plat	)	FINDINGS OF FACT, CONCLUSIONS OF LAW, AND
Date: March 17, 2025	)	DECISION
)	
File Number: P24-091)	

PROJECT:	Snowbird Townhomes II Subdivision
APPLICATION TYPE:	Townhouse Subdivision – Final Plat
FILE NUMBER:	P24-091
ASSOCIATED APPLICATIONS:	P21-059, Snowbird Townhomes II Preliminary Plat P21-062, Snowbird Townhomes Lot 2A Design Review 24-KET-00050, Snowbird Townhomes Building Permit
REPRESENTATIVE:	Dave Patrie, Galena-Benchmark Engineering
OWNER:	Bird Drive Partners, LLC, Scott Edwards, Manager
LOCATION:	220 Bird Drive (Lot 2A, Snowbird Subdivision, formerly 222 Bird Drive)
ZONING:	General Residential – Low Density (GR-L)
OVERLAY:	None

RECORD OF PROCEEDINGS

The City of Ketchum received the application for the Townhouse Subdivision Final Plat for the Snowbird II Townhomes on November 18, 2024. The application was reviewed and scheduled for a public hearing after one round of review by City departments. As of the date of these findings, all City department comments have been resolved or addressed through conditions of approval. The Ketchum City Council conducted their review of the Townhouse Subdivision Final Plat application during their meeting on March 17, 2025. After considering staff’s analysis and the application materials, the City Council approved the Townhouse Subdivision Final Plat application.

BACKGROUND

The Applicant is requesting Final Plat approval for the Snowbird Townhomes II located at 220 Bird Drive (the “subject property”) within the General Residential – Low Density (GR-L) Zoning District. The Townhouse Subdivision Final Plat application proposes to subdivide an existing 9,929-square-foot lot into two townhouse sublots. The Planning and Zoning Commission considered, conducted the required public hearing for the Snowbird Townhomes II Preliminary Plat, and recommended approval of the Townhouse Subdivision Preliminary

Plat to City Council on April 12, 2022. The City Council reviewed and approved the Snowbird Townhomes II Preliminary Plat on May 2, 2022. The Preliminary Plat expired on May 2, 2024 due to a failure to record a Final Plat within two years of Council's approval. No changes were made to the Preliminary Plat and it was reapproved on March 17, 2025.

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 FINAL PLAT SUBDIVISION 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>	The City Engineer verified that the Final Plat includes this element, as shown on Sheet 1 of the Final Plat.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.K.2	Location and description of monuments.
			<i>Findings</i>	The City Engineer verified that the final plat includes this element, as shown on Sheet 1 of the Final Plat.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.K.3	Tract boundary lines, property lines, lot lines, street right-of-way lines and centerlines, other rights-of-way and easement lines, building envelopes as required on the preliminary plat, lot area of each lot, boundaries of floodplain and floodway and avalanche district, all with bearings, accurate dimensions in feet and decimals, in degrees and minutes and radii, arcs, central angles, tangents and chord lengths of all curves to the above accuracy.
			<i>Findings</i>	As shown on Sheet 1, all elements of the Final Plat are included. The Final Plat also shows all required easements for public utilities and access.
<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>	Sheet 1 of the Final Plat specifies the name and locations of all adjoining subdivisions, including the Frenchmans Townhomes and the Silver Brich Condominiums.
<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>	No new streets or other public rights-of-way are proposed with the Snowbird Townhomes II project. Sheet 1 of the Final Plat shows the 60-foot-wide Bird Drive public right-of-way.
<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 specifies the location and dimension of the 10-foot-wide public utility bordering the front lot line along Bird Drive, the 5-foot-wide

				public utility easements centered upon the side and rear lot lines, and the 20-foot-wide access and public utility easement.
<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>	N/A - No blocks are proposed for the subdivision.
<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 - No dedications are proposed.
<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, the title of the final plat includes all required information.
<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>	The final plat identifies Bird Drive, which is the only existing street. No additional streets are being created or dedicated.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.030.K.12	A plat note provision referencing the County Recorder's instrument number where the condominium declaration(s) and/or articles of incorporation of homeowners' association governing the subdivision are recorded.
			<i>Findings</i>	Plat note 1 references the Covenants, Conditions, and Restrictions for the Snowbird Townhomes, instrument number 707161.
<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 3 of the final plat includes a Surveyor 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>	The title report, prepared by Stewart Title Guarantee Company and dated on June 1, 2023, was used in the preparation of the final plat.
<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>	Sheet 2 of the final plat includes the current owner of record information.
<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>	Sheet 3 includes a City Engineer Certificate.
<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>	Sheet 3 includes a City Clerk Certificate.
<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>	N/A. This standard is not applicable as no additional restrictions are necessary to provide for public health, safety, and welfare.

Subdivision Development & Design Standards (Ketchum Municipal Code §16.04.040)				
Yes	No	N/A	City Code	City Standards
<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>	All project plans for the townhome development were reviewed and approved by city departments through Design Review Application File No. P21-062, Townhouse Subdivision Preliminary Plat Application File No. P21-059, and Building Permit Application File No. 24-KET-00050. All improvements, including the private driveways, utilities, and right-of-way improvements shall be inspected and approved by city departments prior to issuance of the final Certificate of Occupancy for the detached townhomes on subplot 1A & 2A.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.B	Improvement Plans: Prior to approval of final plat by the council, the subdivider shall file two (2) copies with the city engineer, and the city engineer shall approve construction plans for all improvements required in the proposed subdivision. Such plans shall be prepared by a civil engineer licensed in the state.
			<i>Findings</i>	All project plans for the townhome development were reviewed and approved by city departments through Design Review Application File No. P21-062, Townhouse Subdivision Preliminary Plat Application File No. P21-059, and Building Permit Application File 24-KET-00050. All improvements, including the private driveways, utilities, and right-of-way improvements shall be inspected and approved by city departments prior to issuance of the final Certificate of Occupancy for the detached townhomes on subplot 1A & 2A.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" 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>	All project plans for the townhome development were reviewed and approved by city departments through Design Review Application File No. P21-062, Townhouse Subdivision Preliminary Plat Application File No. P21-059, and Building Permit Application File 24-KET-00050. All improvements, including the private driveways, utilities, and right-of-way improvements shall be inspected and approved by city departments prior to issuance of the final Certificate of Occupancy for the detached townhomes on subplot 1A & 2A.
<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>Findings</i>	All project plans for the townhome development were reviewed and approved by city departments through Design Review Application File No. P21-062, Townhouse Subdivision Preliminary Plat Application File No. P21-059, and Building Permit Application File 24-KET-00050.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.E	<p>Monumentation: Following completion of construction of the required improvements and prior to certification of completion by the city engineer, certain land survey monuments shall be reset or verified by the subdivider's engineer or surveyor to still be in place. These monuments shall have the size, shape, and type of material as shown on the subdivision plat. The monuments shall be located as follows:</p> <ol style="list-style-type: none"> 1. All angle points in the exterior boundary of the plat. 2. All street intersections, points within and adjacent to the final plat. 3. All street corner lines ending at boundary line of final plat. 4. All angle points and points of curves on all streets. 5. The point of beginning of the subdivision plat description.
			<i>Findings</i>	The Final Plat indicates two monuments, both of which have been verified by the subdivider's surveyor and City Engineer.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.040.F	<p>Lot Requirements:</p> <ol style="list-style-type: none"> 1. Lot size, width, depth, shape and orientation and minimum building setback lines shall be in compliance with the zoning district in which the property is located and compatible with the location of the subdivision and the type of development, and preserve solar access to adjacent properties and buildings. 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,

				<p>watercourses and topographical features. Structures may only be built on buildable lots. Lots shall only be created that meet the definition of "lot, buildable" in section 16.04.020 of this chapter. Building envelopes shall be established outside of hillsides of twenty five percent (25%) and greater and outside of the floodway. A waiver to this standard may only be considered for the following:</p> <ul style="list-style-type: none"> a. For lot line shifts of parcels that are entirely within slopes of twenty five percent (25%) or greater to create a reasonable building envelope, and mountain overlay design review standards and all other city requirements are met. b. For small, isolated pockets of twenty five percent (25%) or greater that are found to be in compliance with the purposes and standards of the mountain overlay district and this section. <p>3. Corner lots outside of the original Ketchum Townsite shall have a property line curve or corner of a minimum radius of twenty five feet (25') unless a longer radius is required to serve an existing or future use.</p> <p>4. Side lot lines shall be within twenty degrees (20°) to a right angle or radial line to the street line.</p> <p>5. Double frontage lots shall not be created. A planting strip shall be provided along the boundary line of lots adjacent to arterial streets or incompatible zoning districts.</p> <p>6. Every lot in a subdivision shall have a minimum of twenty feet (20') of frontage on a dedicated public street or legal access via an easement of twenty feet (20') or greater in width. Easement shall be recorded in the office of the Blaine County recorder prior to or in conjunction with recordation of the final plat. Minimum lot sizes in all cases shall be reversed frontage lot(s).</p>
			Council Findings	Standard #1 has been met. Parent Lot 2A and all the two townhouse sublots lots comply with the dimensional standards required for lots within the GR-L Zone. Standards #2 & 3 are not applicable. Standards #4-6 are met with the newly proposed lots.
<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> <ul style="list-style-type: none"> 1. No block shall be longer than one thousand two hundred feet (1,200'), nor less than four hundred feet (400') between the street intersections, and shall have sufficient depth to provide for two (2) tiers of lots. 2. Blocks shall be laid out in such a manner as to comply with the lot requirements. 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. Except in the original Ketchum Townsite, corner lots shall contain a building envelope outside of a seventy five foot (75') radius from the intersection of the streets.
			Council Findings	This application does not create a new block. This requirement is not applicable.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.H	<p>Street Improvement Requirements:</p> <ul 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

			<p>plan and shall be considered in their relation to existing and planned streets, topography, public convenience and safety, and the proposed uses of the land;</p> <p>2. All streets shall be constructed to meet or exceed the criteria and standards set forth in chapter 12.04 of this code, and all other applicable ordinances, resolutions or regulations of the city or any other governmental entity having jurisdiction, now existing or adopted, amended or codified;</p> <p>3. Where a subdivision abuts or contains an existing or proposed arterial street, railroad or limited access highway right of way, the council may require a frontage street, planting strip, or similar design features;</p> <p>4. Streets may be required to provide access to adjoining lands and provide proper traffic circulation through existing or future neighborhoods;</p> <p>5. Street grades shall not be less than three-tenths percent (0.3%) and not more than seven percent (7%) so as to provide safe movement of traffic and emergency vehicles in all weather and to provide for adequate drainage and snow plowing;</p> <p>6. In general, partial dedications shall not be permitted, however, the council may accept a partial street dedication when such a street forms a boundary of the proposed subdivision and is deemed necessary for the orderly development of the neighborhood, and provided the council finds it practical to require the dedication of the remainder of the right of way when the adjoining property is subdivided. When a partial street exists adjoining the proposed subdivision, the remainder of the right of way shall be dedicated;</p> <p>7. Dead end streets may be permitted only when such street terminates at the boundary of a subdivision and is necessary for the development of the subdivision or the future development of the adjacent property. When such a dead end street serves more than two (2) lots, a temporary turnaround easement shall be provided, which easement shall revert to the adjacent lots when the street is extended;</p> <p>8. A cul-de-sac, court or similar type street shall be permitted only when necessary to the development of the subdivision, and provided, that no such street shall have a maximum length greater than four hundred feet (400') from entrance to center of turnaround, and all cul-de-sacs shall have a minimum turnaround radius of sixty feet (60') at the property line and not less than forty five feet (45') at the curb line;</p> <p>9. Streets shall be planned to intersect as nearly as possible at right angles, but in no event at less than seventy degrees (70°);</p> <p>10. Where any street deflects an angle of ten degrees (10°) or more, a connecting curve shall be required having a minimum centerline radius of three hundred feet (300') for arterial and collector streets, and one hundred twenty five feet (125') for minor streets;</p> <p>11. Streets with centerline offsets of less than one hundred twenty five feet (125') shall be prohibited;</p> <p>12. A tangent of at least one hundred feet (100') long shall be introduced between reverse curves on arterial and collector streets;</p> <p>13. Proposed streets which are a continuation of an existing street shall be given the same names as the existing street. All new street names shall not duplicate or be confused with the names of existing streets within Blaine County, Idaho. The subdivider shall obtain approval of all street names</p>
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				<p>within the proposed subdivision from the County Assessor's office before submitting same to council for preliminary plat approval;</p> <p>14. Street alignment design shall follow natural terrain contours to result in safe streets, usable lots, and minimum cuts and fills;</p> <p>15. Street patterns of residential areas shall be designed to create areas free of through traffic, but readily accessible to adjacent collector and arterial streets;</p> <p>16. Reserve planting strips controlling access to public streets shall be permitted under conditions specified and shown on the final plat, and all landscaping and irrigation systems shall be installed as required improvements by the subdivider;</p> <p>17. In general, the centerline of a street shall coincide with the centerline of the street right of way, and all crosswalk markings shall be installed by the subdivider as a required improvement;</p> <p>18. Street lighting shall be required consistent with adopted city standards and where designated shall be installed by the subdivider as a requirement improvement;</p> <p>19. Private streets may be allowed upon recommendation by the commission and approval by the Council. Private streets shall be constructed to meet the design standards specified in subsection H2 of this section and chapter 12.04 of this code;</p> <p>20. Street signs shall be installed by the subdivider as a required improvement of a type and design approved by the Administrator and shall be consistent with the type and design of existing street signs elsewhere in the City;</p> <p>21. Whenever a proposed subdivision requires construction of a new bridge, or will create substantial additional traffic which will require construction of a new bridge or improvement of an existing bridge, such construction or improvement shall be a required improvement by the subdivider. Such construction or improvement shall be in accordance with adopted standard specifications;</p> <p>22. Sidewalks, curbs and gutters shall be required consistent with adopted city standards and where designated shall be a required improvement installed by the subdivider;</p> <p>23. Gates are prohibited on private roads and parking access/entranceways, private driveways accessing more than one single-family dwelling unit and one accessory dwelling unit, and public rights-of-way unless approved by the City Council; and</p> <p>24. No new public or private streets or flag lots associated with a proposed subdivision (land, planned unit development, townhouse, condominium) are permitted to be developed on parcels within the Avalanche Zone.</p>
			Council Findings	<p>All project plans for the townhome development were reviewed and approved by city departments through Design Review Application File No. P21-062, Townhouse Subdivision Preliminary Plat Application File No. P21-059, and Building Permit Applications File 24-KET-00050. All improvements, including the private driveways, utilities, and right-of-way improvements shall be inspected and approved by city departments prior to issuance of the final Certificate of Occupancy for the detached townhomes on subplot 1A & 2A.</p>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.I	<p>Alley Improvement Requirements: Alleys shall be provided in, commercial and light industrial zoning districts. The width of an alley shall be not less than twenty feet (20'). Alley intersections and sharp changes in alignment</p>

				<p>shall be avoided, but where necessary, corners shall be provided to permit safe vehicular movement. Dead end alleys shall be permitted only within the original Ketchum Townsite and only after due consideration of the interests of the owners of property adjacent to the dead-end alley including, but not limited to, the provision of fire protection, snow removal and trash collection services to such properties. Improvement of alleys shall be done by the subdivider as required improvement and in conformance with design standards specified in subsection H2 of this section.</p>
			Council Findings	This standard is not applicable as no new alleys are being created.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.J	<p>Required Easements: Easements, as set forth in this subsection, shall be required for location of utilities and other public services, to provide adequate pedestrian circulation and access to public waterways and lands.</p> <p>1. A public utility easement at least ten feet (10') in width shall be required within the street right-of-way boundaries of all private streets. A public utility easement at least five feet (5') in width shall be required within property boundaries adjacent to Warm Springs Road and within any other property boundary as determined by the City Engineer to be necessary for the provision of adequate public utilities.</p> <p>2. Where a subdivision contains or borders on a watercourse, drainageway, channel or stream, an easement shall be required of sufficient width to contain such watercourse and provide access for private maintenance and/or reconstruction of such watercourse.</p> <p>3. All subdivisions which border the Big Wood River, Trail Creek and Warm Springs Creek shall dedicate a ten foot (10') fish and nature study easement along the riverbank. Furthermore, the Council shall require, in appropriate areas, an easement providing access through the subdivision to the bank as a sportsman's access. These easement requirements are minimum standards, and in appropriate cases where a subdivision abuts a portion of the river adjacent to an existing pedestrian easement, the Council may require an extension of that easement along the portion of the riverbank which runs through the proposed subdivision.</p> <p>4. All subdivisions which border on the Big Wood River, Trail Creek and Warm Springs Creek shall dedicate a twenty five foot (25') scenic easement upon which no permanent structure shall be built in order to protect the natural vegetation and wildlife along the riverbank and to protect structures from damage or loss due to riverbank erosion.</p> <p>5. No ditch, pipe or structure for irrigation water or irrigation wastewater shall be constructed, rerouted or changed in the course of planning for or constructing required improvements within a proposed subdivision unless same has first been approved in writing by the ditch company or property owner holding the water rights. A written copy of such approval shall be filed as part of required improvement construction plans.</p> <p>6. Nonvehicular transportation system easements including pedestrian walkways, bike paths, equestrian paths, and similar easements shall be</p>

				dedicated by the subdivider to provide an adequate nonvehicular transportation system throughout the City.
			Council Findings	<p>Sheet 1 of the Final Plat shows the existing 10-foot-wide public utility easement along Bird Dr, 5-foot public utility easements along all side and rear lot lines, and 20-foot-wide access and public utility easement.</p> <p>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 Road, 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. 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>
			Council Findings	All project plans for the townhome development were reviewed and approved by city departments through Design Review Application File No. P21-062, Townhouse Subdivision Preliminary Plat Application File No. P21-059, and Building Permit Applications File 24-KET-00050. All improvements shall be inspected and approved by city departments prior to issuance of the final Certificate of Occupancy for the detached townhomes on subplot 1A & 2A.
<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>
			Council Findings	All project plans for the townhome development were reviewed and approved by city departments through Design Review Application File No. P21-062, Townhouse Subdivision Preliminary Plat Application File No. P21-059, and Building Permit Applications File 24-KET-00050. All improvements shall be inspected and approved by city departments prior to issuance of the final Certificate of Occupancy for the detached townhomes on subplot 1A & 2A.

<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.M	<p>Planting Strip Improvements: Planting strips shall be required improvements. When a predominantly residential subdivision is proposed for land adjoining incompatible uses or features such as highways, railroads, commercial or light industrial districts or off street parking areas, the subdivider shall provide planting strips to screen the view of such incompatible features. The subdivider shall submit a landscaping plan for such planting strip with the preliminary plat application, and the landscaping shall be a required improvement.</p>
			Council Findings	This standard is not applicable as this application does not create a new subdivision. There are not 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 revegetation has been installed and established, the subdivider shall maintain and protect all disturbed surfaces from erosion. 6. Where cuts, fills, or other excavations are necessary, the following development standards shall apply: <ol style="list-style-type: none"> a. Fill areas shall be prepared by removing all organic material detrimental to proper compaction for soil stability.

				<p>b. Fills shall be compacted to at least ninety five percent (95%) of maximum density as determined by AASHTO T99 (American Association of State Highway Officials) and ASTM D698 (American Standard Testing Methods).</p> <p>c. Cut slopes shall be no steeper than two horizontal to one vertical (2:1). Subsurface drainage shall be provided as necessary for stability.</p> <p>d. Fill slopes shall be no steeper than three horizontal to one vertical (3:1). Neither cut nor fill slopes shall be located on natural slopes of three to one (3:1) or steeper, or where fill slope toes out within twelve feet (12') horizontally of the top and existing or planned cut slope.</p> <p>e. Toes of cut and fill slopes shall be set back from property boundaries a distance of three feet (3'), plus one-fifth (1/5) of the height of the cut or the fill, but may not exceed a horizontal distance of ten feet (10'); tops and toes of cut and fill slopes shall be set back from structures at a distance of at least six feet (6'), plus one-fifth (1/5) of the height of the cut or the fill. Additional setback distances shall be provided as necessary to accommodate drainage features and drainage structures.</p>
			Council Findings	All project plans for the townhome development were reviewed and approved by city departments through Design Review Application File No. P21-062, Townhouse Subdivision Preliminary Plat Application File No. P21-059, and Building Permit Applications File 24-KET-00050. All improvements shall be inspected and approved by city departments prior to issuance of the final Certificate of Occupancy for the detached townhomes on subplot 1A & 2A.
<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>
			Council Findings	All project plans for the townhome development were reviewed and approved by city departments through Design Review Application File No. P21-062, Townhouse Subdivision Preliminary Plat Application File No. P21-059, and Building Permit Applications File 24-KET-00050. All drainage improvements shall be inspected and approved by city departments prior to issuance of the final Certificate of Occupancy for the detached townhomes on subplot 1A & 2A.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" 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</p>

				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.
			Council Findings	All project plans for the townhome development were reviewed and approved by city departments through Design Review Application File No. P21-062, Townhouse Subdivision Preliminary Plat Application File No. P21-059, and Building Permit Applications File 24-KET-00050. All utility improvements shall be inspected and approved by city departments prior to issuance of the final Certificate of Occupancy for the detached townhomes on subplot 1A & 2A.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.Q	Off Site Improvements: Where the off site impact of a proposed subdivision is found by the commission or Council to create substantial additional traffic, improvements to alleviate that impact may be required of the subdivider prior to final plat approval, including, but not limited to, bridges, intersections, roads, traffic control devices, water mains and facilities, and sewer mains and facilities.
			Council Findings	This standard is not applicable as no off-site improvements are required for the application
<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.
			Council Findings	This standard is not applicable as the subject property is not within the Avalanche Zone District or Mountain Overlay Zone District.
<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.
			Council Findings	The proposed final plat does not create substantial additional traffic; therefore, no improvements are required.

CONCLUSIONS OF LAW

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

DECISION

THEREFORE, the City Council **approves** this Townhouse Final Plat Application File No. P24-091 this Monday, March 17, 2025, subject to the following conditions of approval.

CONDITIONS OF APPROVAL

1. The final plat shall be filed with the Blaine County Recorder within one (1) 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.
2. The final plat mylar shall contain all items required under Title 50, Chapter 13, Idaho Code as well as all items required pursuant to Ketchum Municipal Code §16.04.030.J, including certificates and signatures.

Findings of Fact **adopted** this 17th day of March 2025.

Neil Bradshaw, Mayor
City of Ketchum



City of Ketchum

CITY COUNCIL MEETING AGENDA MEMO

Meeting Date: Staff Member/Dept:

Agenda Item:

Recommended Motion:

Recommendation to approve the contract with Peak Venture Group, LLC for the replacement of deteriorating siding on the Forest Service Park Buildings.

Reasons for Recommendation:

- The siding on the FSP buildings needs to be replaced as it has seen a significant amount of degradation over the years due to age as well as moisture damage from snow up against the buildings.
- Staff is not fully aware of additional water damage that may reside behind the siding but, with this contract, plans to investigate what additional work may be required.
- The contract is for a not-to-exceed amount of \$50k to allow for the contractor to be able to, pending any additional non-siding work required, replace the siding on multiple buildings but also determine how much time and money it will take to complete all buildings in full.
- In order to reduce overall cost, the City will direct procure the siding material from a local distributor.

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

Sustainability Impact:

No direct impact.

Financial Impact:

None OR Adequate funds exist in account:	Funds for this project were allocated and approved by council in the FY25 budget as it pertains to Forest Service Park repair/replacement work.
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Attachments:

1. PO 25090
2. Peak Venture Group LLC



CITY OF KETCHUM

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

PURCHASE ORDER

BUDGETED ITEM? ____ Yes ____ No

PURCHASE ORDER - NUMBER: 25090

To: 6313 PEAK VENTURE GROUP LLC PO BOX 265 KETCHUM ID 83340	Ship to: CITY OF KETCHUM PO BOX 2315 KETCHUM ID 83340
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P. O. Date	Created By	Requested By	Department	Req Number	Terms
03/11/2025	CCHING	CCHING			

Quantity	Description	Unit Price	Total
1.00	Forest Service Park Roof and Siding Renovations 03-4194-7135	50,000.00	50,000.00
	SHIPPING & HANDLING		0.00
	TOTAL PO AMOUNT		50,000.00

Authorized Signature



CONSTRUCTION CONTRACT

THIS CONSTRUCTION CONTRACT is made this 7th day of March 2025, between The City of Ketchum, whose address is PO Box 2315 Ketchum, ID 83340 ("Owner"), and Peak Venture Group LLC whose address is PO Box 265, Ketchum, ID 83340 ("Contractor").

RECITALS

A. Owner of certain (improved real property located at 131 River St. East Ketchum ID, 83340, also known as Forest Service Park (hereinafter referred to as the "Property").

B. Owner is desirous of having constructed on said Property a siding removal and replacement project, and Contractor has advised Owner that it has the ability and expertise to complete this (scope of work).

TERMS AND CONDITIONS

NOW, THEREFORE, in consideration of the foregoing recitals, the mutual promises and agreements hereinafter contained, and for other good and valuable consideration, the receipt and sufficiency of which Owner and Contractor acknowledge, Owner and Contractor hereby agree as follows:

1. Statement of Work. Except as otherwise expressly specified elsewhere in this Contract, Contractor shall furnish all of the following as required to satisfactorily perform all aspects of the work for the construction of the Owner's siding replacement ("Project") personnel, labor, materials, tools, supplies, equipment, transportation, supervision, technical, professional and other services, goods, information, drawings, specifications, data, computer programs, work, and other items furnished under this Contract by Contractor or its Support ("Work").

2. Performance of Work. Contractor shall perform the Work under this Contract in accordance with all the provisions of this Contract and all other specifications, drawings and documents including the estimated Project Total (collectively, the "Construction Documents") enumerated in paragraph 22.

3. Schedule for Performance. Contractor shall promptly commence and diligently prosecute performance of the Work under this Contract. Contractor shall be excused for any delay in the Work caused by acts of God, acts of the Owner, or the Owner's employees, Owner's agents or Owner's contractors, inclement weather, acts of public utilities, public bodies, or other contingencies or factors beyond its control.

a. Contractor shall complete construction of the siding replacement project by continual progress subject to the events creating delay enumerated above and turn possession over to the Owner by January 31, 2025, or other mutually agreed date. This date may be extended by written change order prepared by Contractor and approved by Owner.

4. Compensation. Compensation will be made on a time and materials basis by the owner. Project total is not to exceed \$50,000.00. The project total is the amount of the cost of the work plus 10% builder's fee calculated against the cost of the work. (For example: project total = cost of work + (cost of work * 0.10).

5. Change Orders. Changes in the Work shall be made after execution of the Contract, and without invalidating the Contract, by change Order. A Change Order is a written instrument prepared by the Contractor and signed by the Owner, Contractor and, if applicable, Architect, stating their agreement upon all of the following:

- a. Change in the Work;
- b. The amount of the adjustment, if any, to the Project Total, and
- c. The extent of the adjustment, if any, in the completion time.

If the Change Order provides for an adjustment to the Project Total, the adjustment shall be based on the cost of the Work as defined below plus 10%, as the builder's fee.

The Owner agrees to make requests concerning any changes, additions, or alterations in the Work in writing directly to the Contractor and not to the workers on the job, including subcontractors and subcontractor's workers. Any Change Order shall be subject to all terms and conditions of this Contract.

6. Differing Project Conditions. A differing Project condition is a physical characteristic of the property (including existing structures) that materially changes the construction techniques or requirements necessary to fulfill the terms of this Contract from those reasonably expected at the time of Contract execution. Examples of such conditions include, but are not limited to, (a) subsurface or latent physical conditions at the Project site that differ materially from those indicated in the Construction Documents, (b) unknown or unusual physical conditions at the Project site, (c) unknown conditions in an existing structure that are at variance with the conditions indicated by the Construction Documents, or were unanticipated or not able to be evaluated because they were hidden or covered at the time the Project Total was developed, or (d) conditions that differ materially from those generally recognized as inherent in the work of the type covered by this Contract.

Before disturbing any differing Project condition, the Contractor shall notify the Owner of such condition. The Owner, or Owner's agent, shall investigate the condition within five (5) business days. If the differing site condition will cause an increase in the Contractor's cost of, or the time required for, performance of any part of the Work, the parties will execute a Change Order pursuant to paragraph 5 above.

7. Definitions.

a. "Owner," "Contractor," "Contract Sum," and "Project" shall have their respective meanings specified above.

b. "Support" means the following: Contractor's officers, employees, agents and representatives; Contractor's suppliers and subcontractors of any tier; the respective officers, employees, agents and representatives of Contractor's suppliers and subcontractors of any tier; and any other person or entity acting under the direction or control or on behalf of Contractor or any of Contractor's suppliers or subcontractors of any

tier in connection with or incident to the performance of the Work or this Contract.

c. "Work" shall be as described in paragraph 1 above.

d. "Cost of the Work" shall mean costs necessarily incurred in the proper performance of the Work and paid by the Contractor. Such costs shall include the items set forth in subparagraph (1) below and shall exclude the items set forth in subparagraph (2) below.

(1) Items Included.

(i) Salary or wages paid for labor in the direct employ of the Contractor in the performance of the Work or wage schedule in effect at the time of execution of this Contract, and including such welfare or other benefits, if any, as may be payable with respect thereto.

(ii) Salaries of Contractor's personnel when stationed at the field office, in whatever capacity employed. Personnel engaged at shops or on the road, in expediting the production or transportation of materials or equipment, shall be considered as stationed at the field office and their salaries paid for that portion of their time spent on this Work.

(iii) Cost of contributions, assessments or taxes incurred during the performance of the Work for such items as unemployment compensation and social security, insofar as such cost is based on wages, salaries, or other remuneration paid to employees of the Contractor and included in the Cost of the Work under Subparagraphs (i) and (ii) above.

(iv) The portion of reasonable travel and subsistence expenses of the Contractor or his officers or employees incurred while traveling in discharge of duties connected with the Work.

(v) Cost of all materials, supplies and equipment incorporated in the Work, including costs of transportation thereof.

(vi) Payments made by the Contractor to Subcontractors for Work performed pursuant to Subcontracts under this Contract.

(vii) Cost, including transportation and maintenance, of all materials, supplies, equipment, temporary facilities and hand tools not owned by the workers, which are consumed in the performance of the Work, and cost, less salvage value on such items used but not consumed which remain the property of the Contractor.

(viii) Rental charges of all necessary machinery and equipment, exclusive of hand tools, used at the site of the Work, whether rented from the Contractor or others, including installation, minor repairs and replacements, dismantling, removal, transportation and delivery costs thereof, at rental charges consistent with those prevailing in the area.

(ix) Cost of premiums for all bonds and insurance which the Contractor is required by this Contract to purchase and maintain.

(x) Sales, use or similar taxes related to the Work and for which the Contractor is liable imposed by any governmental authority.

(xi) Permit fees, royalties, damages for infringement of patents and costs of defending suits therefore, and deposits lost for causes other than the Contractor's negligence.

(xii) Losses and expenses, not compensated by insurance or otherwise, sustained by the Contractor in connection with the Work, provided they have resulted from causes other than the fault or neglect of the Contractor. Such losses shall include settlements made with the written consent and approval of the Owner. No such losses and expenses shall be included in the Cost of the Work for the purpose of determining the compensation payable to Contractor under Paragraph 4, above. If, however, such loss requires reconstruction and the Contractor is placed in charge thereof, he shall be paid for his services a fee proportionate to that stated in said Paragraph 4.

(xiii) Minor expenses such as long distance telephone calls, telephone service at the site, and similar petty cash items in connection with the Work.

(xiv) Cost of removal of all debris.

(xv) Costs incurred due to an emergency affecting the safety of persons and property.

(xvi) Utilities used and consumed at the job site, including gas, electricity and water.

(xvii) Other costs incurred in the performance of the Work unless expressly excluded in subparagraph (2), below.

(2) Items Excluded from Cost of the Work.

(i) Salaries or other compensation of the Contractor's personnel at the Contractor's principal office and branch offices.

(ii) Expenses of the Contractor's principal office other than the field office.

(iii) Any part of the Contractor's capital expenses, including interest on the Contractor's capital employed for the Work.

(iv) Except as specifically provided for in subparagraph (1)(viii) above or in modifications thereto, rental costs of machinery and equipment.

8. Status of Contractor.

a. Contractor shall be and act as an independent contractor (and not as the agent or representative of Owner) with regard to performance of the Work and this Contract. Contractor shall not represent that it is, or hold itself out as, an agent or representative of Owner. In no event shall Contractor be authorized to enter into any agreements or undertakings for or on behalf of Owner or to act as or be an agent or representative of Owner, provided, however, that the parties acknowledge that in executing Subcontracts with Subcontractors, and performing the Work pursuant hereto, Contractor is acting both in its own capacity and in order to further Owner's interests and Contractor's interest in completing the Work.

b. Subject to compliance with the requirements of this Contract, Contractor shall perform the Work in accordance with its own methods. Contractor shall be fully responsible for the acts, omissions, conduct and performance of all of its Support.

c. Contractor represents that it is, and that at all times during performance of the Work it shall be, fully experienced and properly qualified, licensed, equipped, organized, and financed to perform the Work.

9. Protection of Property and Persons.

Until completion of the Work, Owner shall be responsible for and shall bear any and all risk of loss, deterioration, theft, vandalism, or destruction of or damage to the Work and anything used (or to be used or consumed) in connection with the Work unless such loss, theft, destruction or damage results from the sole negligence of Contractor.

10. Compliance with Laws.

a. Contractor shall use its best efforts to substantially comply with all applicable laws, ordinances, rules, regulations, orders, licenses, permits and other requirements, now of any governmental authority having jurisdiction over the Project.

b. Unless otherwise specified in this Contract, or directed by Owner, Contractor shall obtain, at Owner's expense, all permits, inspections, licenses and fees and shall furnish all bonds, security or deposits required to perform the Work in accordance with this Contract. Contractor shall advise Owner in writing and consult with Owner prior to applying for any permit or other authorization form, or entering into any agreement with, any governmental authority with regard to the Work.

11. Liens.

a. Contractor shall promptly pay (and secure the discharge of any liens asserted by) all persons and entities (including, but not limited to, Contractor's Support) furnishing labor, equipment, materials or other items in connection with the performance of the Work. Contractor shall furnish to Owner such releases of liens.

b. In connection with the foregoing, the parties acknowledge and agree that Contractor's payment practice regarding Subcontractors shall be as follows: (i) Contractor shall pay Subcontractors and demand that a duly executed lien release with respect to such payment be immediately forwarded to Contractor and (ii) if such lien release is not received by Contractor before the Subcontractor's next request for payment is received, Contractor shall refuse to pay on such subsequent request until the lien release is received.

12. Contract Sum and Progress Payments.

An initial sum of \$0.00 shall be paid by the Owner to the Contractor at contract signing to be used as a retainer. Progress billings will be submitted monthly for work completed. This payment arrangement will continue through the completion of the project. Retainer will be applied by Contractor to final billing only.

The Contractor can request prepayment or deposits to be made to suppliers of materials over and above the working funds at any time by providing the Owner with sufficient documentation at which time the Owner can elect to either pay the Contractor or write a joint check to the supplier and the Contractor.

Progress billings shall be submitted no more frequent than every 14 calendar days by the Contractor to the Owner. The progress billings will include the following: a schedule of

values approved by the Owner and Contractor, paid invoices from suppliers or contractors showing how the previous money was expended by the contractor, time sheets from contractors forces showing time and days worked and any required documentation to be sufficient enough for Agent to verify Work has progressed in accordance with the request for payment. The Owner shall pay Contractor the approved amount within ten calendar days of receipt of progress billing.

Interest shall begin to accrue on any delinquent amount the Contractor has expended of his own funds at the rate of 1.5% percent per month until the payment is made.

13. Termination.

a. If Owner does not fund a pay application in the allotted time, the Contractor shall have the option to discontinue Work on the Project until such time as the aforesaid payment is made. After the Contractor provides seven (7) days written notice to the Owner, the Contractor may terminate this Contract and recover from the Owner payment for all unpaid Work and demobilization costs and profit upon the following events:

- i. Construction is stopped for a period of at least 30 days due to the actions or neglect of Owner;
- ii. Construction is stopped for a period of at least 30 days due to an order by a court or other public authority having jurisdiction;
- iii. Construction is stopped for a period of at least 30 days for any of the reasons enumerated in paragraph 3 of this Contract; or
- iv. Owner fails to make payments to Contractor as provided for herein.

b. Owner may terminate this Contract at any time for the material default of Contractor. No such termination shall be effective until Owner has given Contractor the opportunity to cure the default. Owner shall give Contractor notice in writing stating that Contractor has thirty (30) days to cure the specified default and, that if not so cured, or if reasonable steps by Contractor have not been commenced to cure, then Owner will terminate the Contract.

14. Insurance.

a. Contractor shall ensure that, with respect to all persons performing the Work, Contractor or its Support maintains in effect at all times during the performance of the Work coverage or insurance in accordance with the applicable laws relating to workers' compensation and employer's liability insurance regardless of whether such coverage or insurance is mandatory or merely elective under the law.

b. Fire, and other casualty insurance, with course of construction / builders risk coverage, theft, vandalism and malicious mischief provisions shall be obtained by Owner at Owner's expense.

c. The Contractor agrees to obtain and provide the Owner with a Certificate of insurance showing evidence of the following coverage's, naming The City of Ketchum the certificate holder and additional insured, on an occurrence basis. Such certificate must be accompanied by an additional insured endorsement page- Form CG 2010.

COMMERCIAL GENERAL LIABILITY:

General Aggregate:	\$2,000,000
Products completed Operations	
Aggregate:	\$2,000,000
Personal & Advertising Injury:	\$1,000,000
Each Occurrence:	\$1,000,000

AUTO LIABILITY:

Combined Single Limit:	\$500,000
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WORKMANS' COMPENSATION:

Statutory

EMPLOYER LIABILITY:

\$100,000 Minimum

15. Assignment: Beneficiaries; Successors.

a. Neither party shall assign all or any part of this Contract or any of its rights hereunder without the prior written consent of the other party.

b. If Contractor is composed of more than one person or entity, each such person or entity shall be jointly and severally liable under this Contract. This Contract shall be fully binding upon the parties and their successors, assigns and legal representatives.

16. Notices. Any notice, request, approval, consent, instruction, direction or other communication under this Contract given by either party to the other party shall be in writing and shall be delivered in person or mailed, properly addressed and stamped with the required postage, to the intended recipient at the address listed above and to the attention of the person specified above.

17. Entire Contract. This Contract embodies the entire agreement between Owner and Contractor. The parties shall not be bound by or liable for any statement, representation, promise, inducement or understanding of any kind or nature not set forth in this Contract. No change, amendment or modification of any of the provisions of this Contract shall be valid unless set forth in a written amendment to this Contract signed by both parties.

18. Applicable Law. This Contract, and all questions concerning the capacity of the parties, execution, validity (or invalidity), and performance of this Contract, shall be interpreted, construed and enforced in all respects in accordance with the laws of the state of Idaho.

19. Dispute Resolution.

a. Mediation. Any controversy or claim arising out of or relating to this Contract or breach thereof, shall first be submitted to mediation in accordance with the

American Arbitration Commercial Mediation Rules. Mediation shall be promptly scheduled and held in Blaine County. This agreement to mediate and any other agreement or consent to mediate entered into in accordance with this Contract shall be specifically enforceable under the prevailing law of Idaho. Each party shall bear its own costs and the parties shall split equally the cost and expenses of the mediator.

b. Arbitration. In the event mediation proves unsuccessful, all controversies or claims arising out of, or relating to, this Contract or the breach thereof shall be decided by arbitration. Such arbitration shall be final and binding and conducted by one (1) neutral arbitrator. The arbitration shall be conducted by the American Arbitration Association utilizing its Construction Arbitration Rules unless the parties mutually agree otherwise. Judgment on the arbitrator's award may be entered in any court having jurisdiction thereof. This agreement to arbitrate shall be specifically enforceable under the prevailing arbitration law of the State of Idaho. Arbitration shall be held in Blaine County, Idaho. The parties shall split equally the American Arbitration Association fees, costs and the arbitrator's fees, costs, and expenses. The arbitrator shall have no authority to consider in its decision, or to actually award, attorney fees, costs or punitive damages.

20. Owners Right to Perform Construction and to Award Separate Contracts. In the event Owner performs construction or operations related to the Work with Owner's own forces or if the Owner awards contracts in connection with other portions of the Work, then Owner agrees to compensate Contractor for any delay or additional costs incurred by Contractor because of such action by Owner.

Owner shall provide for coordination of the activities of Owner's own forces and of each separate contractor employed by Owner with the Work of the Contractor, who shall cooperate with them. Contractor shall, at all times, be given the opportunity to participate with such other separate contractors and Owner in reviewing their construction schedules. Contractor shall then make any revisions to its construction schedule deemed after such joint review and mutual agreement. The construction schedule shall then constitute the schedules to be used by the Contractor, separate contractors and the Owner until subsequently revised.

21. Correction of Work. Within one (1) year of the date of Substantial Completion of the Work, or designated portion thereof, if any of the Work is determined in good faith to be not in accordance with the requirements of the Contract Documents and the NAHB Residential Construction Performance Guidelines 4th edition, the Contractor, at no cost to the Owner, shall correct it promptly after receipt of written notice from the Owner to do so, unless the Owner has previously given Contractor a written acceptance of such conditions. The Owner shall give such notice no later than ten (10) days after discovery of the condition. During this one (1) year period for correction of Work, if the Owner fails to notify the Contractor and give the Contractor an opportunity to make the correction, the Owner waives the right to require correction by the Contractor or to seek compensation for correction Work performed by persons other than Contractor.

22. Enumeration of Contract Documents. The following documents are a material part of this Contract and are incorporated herein by this reference:

Exhibit A: Project Documents

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

PEAK VENTURE GROUP LLC.

By: _____
Cody Colombo, Chief Operating Officer

OWNER

By: _____
The City of Ketchum Representative

Exhibit A

Construction Documents

1. The scope of work is to remove and replace the damaged siding on the various buildings at the referenced property location. After the siding is replaced, the building will be painted.
2. Buildings will be completed 1 at a time, siding removal and replacement and painting before moving to another building.
3. Siding material to be Disdero (1X6 F/J KD WRC WC 117 Primed).
4. Siding material to be furnished by the owner.
5. Contractor to include disposal of old siding, incidentals and consumables for installation of new siding material & paint.



City of Ketchum

CITY COUNCIL MEETING AGENDA MEMO

Meeting Date: Staff Member/Dept:

Agenda Item:

Recommended Motion:

Reasons for Recommendation:

- The purpose of this Amendment is to maintain consistency with the 2023 MOU but provide further clarity on the roles and responsibilities of both parties concerning the long-term stewardship, maintenance, and management of the Warm Springs Preserve, ensuring the success of restoration efforts and the upkeep of recreational amenities.

Sustainability Impact:

Financial Impact:

None OR Adequate funds exist in account:	None
--	------

Attachments:

**Warm Springs Preserve Long Term Stewardship
AMENDMENT TO PARTNERSHIP AGREEMENT
23-013A**

Between the City of Ketchum and Wood River Land Trust

Effective March 28, 2023, a Memorandum of Understanding (“MOU”) between the Wood River Land Trust Company, an Idaho Nonprofit Corporation (“WRLT”) and the City of Ketchum, a political subdivisions of the State of Idaho (“Ketchum”) was memorialized to establish initial roles and responsibilities between the two parties to implement the Warm Springs Preserve Master Plan. Since then, Ketchum and WRLT have been working together to plan and implement the restoration plan and public access amenities outlined in the Master Plan. This Amendment is made to enhance the existing MOU between Ketchum and WRLT regarding the long term stewardship and performance of the Warm Springs Preserve restoration and enhancement.

1. Purpose

The purpose of this Amendment is to maintain consistency with the 2023 MOU, but provide further clarity on the roles and responsibilities of both parties concerning the long-term stewardship, maintenance, and management of the Warm Springs Preserve, ensuring the success of restoration efforts and the upkeep of recreational amenities.

2. Coordination

Both parties agree to maintain open lines of communication to coordinate efforts, share resources, and address challenges collaboratively. Regular meetings shall be scheduled to discuss ongoing stewardship activities, maintenance needs, and any adjustments needed to this Amendment. At a minimum, the parties shall meet at least twice per year:

1. A Spring meeting will focus on coordination needed to implement improvements, repairs, or maintenance needed at the Preserve in the upcoming field season.
2. A Fall meeting will focus on reviewing activities from the prior field season and planning for next year: identifying improvements/maintenance needed, identifying funding needs, and coordinating leads and schedules for each item.

3. Funding

Ketchum and WRLT each hold donor restricted funds for use at Warm Springs Preserve. Each year, Ketchum and WRLT will jointly review funding needs at the Preserve and allocate funds according to annual priorities and specific restrictions of the funds. In general, each party shall seek to provide funding for the specific items outlined in Roles and Responsibilities below.

4. Roles and Responsibilities

4A. City of Ketchum:

Ketchum shall be responsible for maintaining the following amenities and services within the Warm Springs Preserve:

1. **Trail Maintenance:** Ensure ongoing maintenance of trails, including grading, clearing, and necessary repairs to uphold safety and accessibility.
2. **ADA Access:** Maintain and uphold ADA access in designated areas delineated in the Overall Site Plan (Exhibit A), ensuring compliance with accessibility standards.
3. **Dog Waste:** Implement and manage effective dog waste disposal systems to maintain cleanliness.
4. **Amenities Upkeep:** Ensure the cleanliness and function of bathrooms and other amenities within the preserve, including:
 - a. Welcome Building
 - b. Picnic Tables
 - c. Benches
 - d. Dog Water Stations
 - e. Trash Receptacles
 - f. Disc Golf Baskets
5. **Sign Maintenance:** Replace or maintain signage as needed to provide clear information to visitors regarding trails, rules, safety, and experiential or educational opportunities. WRLT reserves the right to provide input on sign content and aesthetics as it relates to the history or ecological significance of the Preserve and its stream, floodplain, or wetland restoration activities.
6. **Irrigation System Management:** Oversee the upkeep and management of the irrigation system. Success of the restoration planting components is a priority. Consistent with the 2023 MOU, once the new irrigation system is installed and restoration planting components are established, all saved water from the project will be devoted to increasing instream flows via the Idaho Water Bank or other wildlife and fishery benefits at the direction of WRLT.
7. **Outreach and Communication:** Manage outreach efforts, including social media updates regarding trail closures, natural conflicts (such as wildlife interactions or avalanche risks), and any other relevant communications. WRLT reserves the right to coordinate with Ketchum on similar communication opportunities.

4.B Wood River Land Trust:

Within the Restored Floodplain, Southern Floodplain, and Middle Terrace (outlined in Exhibit A), WRLT shall be responsible for the following stewardship activities:

1. **Planting, Seeding, and Replanting:** Implement and monitor planting or replanting efforts beyond the construction warranty period, to meet the minimum performance requirements outlined in applicable permits or grant criteria for the Warm Springs Preserve Stream Restoration and Irrigation Improvement Project. The maintenance period for the construction contractor begins after the date of final acceptance, as noted in the *Plants Construction Specifications* (Exhibit B) and *Turf and Grasses Construction Specifications* (Exhibit C).
2. **Weed Abatement:** Conduct weed abatement activities that may include chemical or mechanical removal of undesirable plant species as determined by the WRLT Stewardship Manager and in consultation with Blaine County Noxious Weeds Office. WRLT will continue weed abatement activities after: 1) the letter of final acceptance is approved by the Landscape Architect, and; 2) the maintenance period has been fulfilled. WRLT will notify Ketchum at least one week in advance of any chemical spraying activities.
3. **Maintenance of Stream Restoration Treatments:** Work with Ketchum to identify restoration maintenance needs, including but not limited to maintenance of stream restoration structures and sediment management, to ensure success of the restoration efforts. WRLT will provide funding for restoration maintenance (subject to available donor restricted funds). Ketchum will be the sponsor for all federal, state, and local permitting and will hold the construction contracts.
4. **Monitoring and Reporting:** Provide annual reports to Ketchum detailing progress on restoration performance, challenges faced, and any recommended adjustments to management strategies.

Effective Date

This Amendment shall be effective as of the date signed by both parties.

Although not an express agreement, merely an expression of anticipated or expected terms and conditions of a prospective agreement, all parties acknowledge and understand this is a

framework for such an agreement and an approximate and fair interpretation of the parties' understanding to this point in the process and time.

City of Ketchum

[Name]

[Title]

[Date]

Wood River Land Trust

[Name]

[Title]

[Date]

DRAFT



City of Ketchum

CITY COUNCIL MEETING AGENDA MEMO

Meeting Date: Staff Member/Dept:

Agenda Item:

Recommended Motion:

"I move to approve Surplus Resolution 25-009 for the surplus of the following items:

Desks (3)
Credenza (1)
Shelf (1)
Doors (11)
Chairs (10)

Reasons for Recommendation:

- These items are all damaged or obsolete.
- These items will be likely disposed of via Public Surplus or recycled.

Sustainability Impact:

None OR state impact here: NONE

Financial Impact:

None OR Adequate funds exist in account:

Attachments:

1. Resolution 25-009

CITY OF KETCHUM

RESOLUTION 25-009

A RESOLUTION OF THE CITY COUNCIL DECLARING VARIOUS ITEMS AS SURPLUS AND DISPOSING OF THEM.

SECTION 1: FINDINGS

1.1 The City of Ketchum can no longer use these items as they are either damaged or obsolete.

Now THEREFORE, BE IT RESOLVED by the City Council of the City of Ketchum that:

2.1. The City Council authorizes the City Clerk to dispose of these items.

PASSED BY THE CITY COUNCIL of the City of Ketchum, effective this 17th day of March 2025.

APPROVED:

Signed: _____
Neil Bradshaw, Mayor

ATTEST:

By _____
Trent Donat, City Clerk



City of Ketchum

CITY COUNCIL MEETING AGENDA MEMO

Meeting Date: Staff Member/Dept:

Agenda Item:

Recommended Motion:

Reasons for Recommendation:

- The police, fire, and administration departments recommend barricade plans for World Cup and other future city and public events taking place in the public right-of-way to prevent mass injuries/casualties that could be caused by runaway vehicles or deliberate vehicle attacks in event spaces.
- Traditional barricades, such as concrete blocks, won't work for all event areas because emergency vehicles need to gain quick access in cases of need. The barricades outlined in the purchase order can be quickly moved by one person for emergency access.
- These barriers would be used to help create a program where future event producers could rent them for their events.
- The barricades covered in the purchase order are sold through the General Services Administration (GSA), meaning that the cost is pre-negotiated and discounted for government agencies and purchasing does not require multiple bids.

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

Sustainability Impact:

Financial Impact:

None OR Adequate funds exist in account:	This is an un-budgeted expense, but costs would be covered through a mix of contingency, Wagon Days, and general event funds.
--	---

Attachments:

1. Quote/invoice #QUO-S-11474
2. Purchase order # 25089



Meridian Rapid Defense Group Sales LLC
177 E. Colorado Blvd
Suite 200
Pasadena CA 91105
United States

Quote

#QUO-S-11474

GSA Contract #47QSWA19D001F

03/07/2025

Bill To

City of Ketchum
191 Fifth St. W.
Ketchum ID 83340
United States

Ship To

City of Ketchum
191 Fifth St. W.
Ketchum ID 83340
United States

Date	Expires	Shipping Method	Sales Rep
03/07/2025	06/05/2025	Freight Out	Bradley McCabe

Item		Price Level	Quantity	Rate	Amount
AB1200	Archer 1200 Barrier	GSA	12	6,513.75	\$78,165.00
AMHA003-2	Archer Manual Hauler 2.0	GSA	1	1,925.18	\$1,925.18
F	Freight Charges		1	6,555.00	\$6,555.00

Subtotal \$86,645.18

Tax (6%) \$0.00

Total \$86,645.18

Notes:

Payment Terms:

Due to high demand, Meridian is requesting a 50% deposit to ensure timely delivery of your product.

Wire Transfer Instructions:

Meridian Rapid Defense Group Sales LLC
Account Number: 568605235
Bank Name: Chase Bank, N.A.
Wire Routing : 021000021
ACH Routing : 322271627

Check Remittance:

530 New Los Angeles Ave #115-345
Moorpark, CA 93021



QUO-S-11474



CITY OF KETCHUM

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

PURCHASE ORDER

BUDGETED ITEM? ____ Yes ____ No

PURCHASE ORDER - NUMBER: 25089

To: 6311 MERIDIAN RAPID DEFENSE GROUP 530 NEW LOS ANGELES AVE #115-345 MOORPARK CA 93021	Ship to: CITY OF KETCHUM PO BOX 2315 KETCHUM ID 83340
---	---

P. O. Date	Created By	Requested By	Department	Req Number	Terms
03/11/2025	CCHING	CCHING			

Quantity	Description	Unit Price	Total
1.00	Road Barricade System 03-4193-7613 1105	86,645.18	86,645.18
	SHIPPING & HANDLING		0.00
	TOTAL PO AMOUNT		86,645.18

Authorized Signature



City of Ketchum

CITY COUNCIL MEETING AGENDA MEMO

Meeting Date: Staff Member/Dept:

Agenda Item:

Recommended Motion:

Reasons for Recommendation:

- The City has been working closely with the Idaho Foundation for Parks and Lands (Foundation) who has managed the Reinheimer Ranch regarding the following public infrastructure elements:
 - Long-term irrigation strategy for ranch property (Exhibit A)
 - Waterline easement (Exhibit B)
 - Future landscaping easement at Highway 75 and Serenade intersection (Exhibit C)
- The MOU outlines commitments between the City and the Foundation regarding these elements.
- Regarding the lease of irrigation water rights, the Foundation has agreed to key revisions which achieve City's partnership goal with the foundation but also promote future water conservation on the property. Specifically, staff proposes to tie the value of a waterline easement to a long-term water lease from the City. The City attained a 7 CFS irrigation-only (surface water) right when Weyyakin was developed. The Foundation is proposing to lease 4 CFS for a five-year period and then down to 2 CFS from the City for the 55 acres that have been historically irrigated of the total 110 acres.
 - Staff evaluated this request with legal counsel specializing in water rights and has not identified any long-term downside with the lease concept.
 - The City's main use of the existing water right would be for any future surface irrigation needs in the area (future city parks/green space in River Run annexation area).

Sustainability Impact:

Financial Impact:

Attachments:

2. Exhibit A
3. Exhibit B
4. Exhibit C

MEMORANDUM OF UNDERSTANDING
25-003
IDAHO FOUNDATION FOR PARKS AND LANDS
CITY OF KETCHUM; BLAINE COUNTY, IDAHO

PARTIES

THIS AGREEMENT (“Agreement”) is made and entered into this 3rd day of March 2025 by and between the **CITY OF KETCHUM**, hereafter called the **CITY**, and the **IDAHO FOUNDATION FOR PARKS AND LANDS**, hereafter called the **FOUNDATION**.

PURPOSE

The Idaho Foundation for Parks and Lands is a statewide public benefit privately funded organization whose mission is to preserve and protect open space lands and unique natural, scenic settings for public benefit through various flexible conservation methods. The Foundation has sustainably managed Reinheimer Ranch for nearly 50 years.

In tandem with the Idaho Department of Transportation’s (ITD) planned rehabilitation of Highway 75, the City has proposed installing a dual waterline through the adjacent private properties – one being Reinheimer Ranch – via permanent easements. Additionally, the City is working with the Foundation, ITD, and Sun Valley Company regarding roadway and landscaping improvements at the intersection of Serenade Lane and Highway 75.

The City and the Foundation have worked cooperatively regarding the long-term supplemental irrigation plan for the historic ranch property. In exchange for each permanent easement, the City has offered a lease of surface water rights to be used by the Foundation for irrigation.

The Parties agree as follows:

SECTION I. That the **CITY** will:

1. Pay the FOUNDATION \$25,000 upon assignment of and signing of the water main easement agreement.
2. Acknowledges the water line easement land value at \$102,000 and shall pay the Foundation the remaining sum of \$77,000 in water rental by leasing 4.0 CFS of 7.0 CFS water right #37-289 to the FOUNDATION commencing on 01.01.2027 for a five-year period, and beginning year six, the lease will continue to be renewed but at 2 CFS level and run with the property as long as the CITY holds a water main easement on said property. The water lease (section II-1) annual payment shall be initially offset from the waterline easement value granted by the Foundation until which time the remaining value of \$77,000 is reached. The rental rates are to be consistent with the rates Idaho Department of Water Resource’s Water Bank charges throughout the duration of this agreement.
3. The CITY agrees to adjust the point of diversion of the McCoy ditch from its current location to a new location adjacent to Trail Creek as outlined in Exhibit A.

SECTION II. That the **FOUNDATION** will:

1. Provide for a 15-foot permanent utility (water) easement to the city as shown in Exhibit B. The detailed easement with legal description for easement area will be executed and recorded 90 days after substantial completion of water infrastructure.
2. Provide a landscaping easement at no cost to the city at the Serenade intersection as shown in Exhibit C. The Foundation is not expected to contribute financially to the installation or ongoing maintenance. The City will be responsible for coordinating those elements with Idaho Department of Transportation.
3. Coordinate with the City regarding the design details of new fencing surrounding the ranch property and said fence installation and maintenance is at no cost to the Foundation.

SECTION III. Both parties agree that:

1. This Agreement shall become effective on the first date mentioned above and shall remain in full force and affect until amended or replaced upon the mutual consent of the **CITY** and **FOUNDATION**.

EXECUTION

This agreement is executed for the **FOUNDATION** by its Board President, and executed for the **CITY** by the Mayor, attested to by the City Clerk, with the corporate seal of the **CITY OF KETCHUM**.

IDAHO FOUNDATION FOR PARKS & LANDS

Brandy Wilson
IFPL President

ATTEST:

CITY OF KETCHUM

Trent Donat, City Clerk


Neil Bradshaw, Mayor



NOT FOR CONSTRUCTION

B	ISSUED FOR REVIEW 90%	12/27/2024			
A	ISSUED FOR REVIEW 80%	6/10/2024			
REV.	DESCRIPTION	DATE	APPD.		REFERENCE DRAWINGS

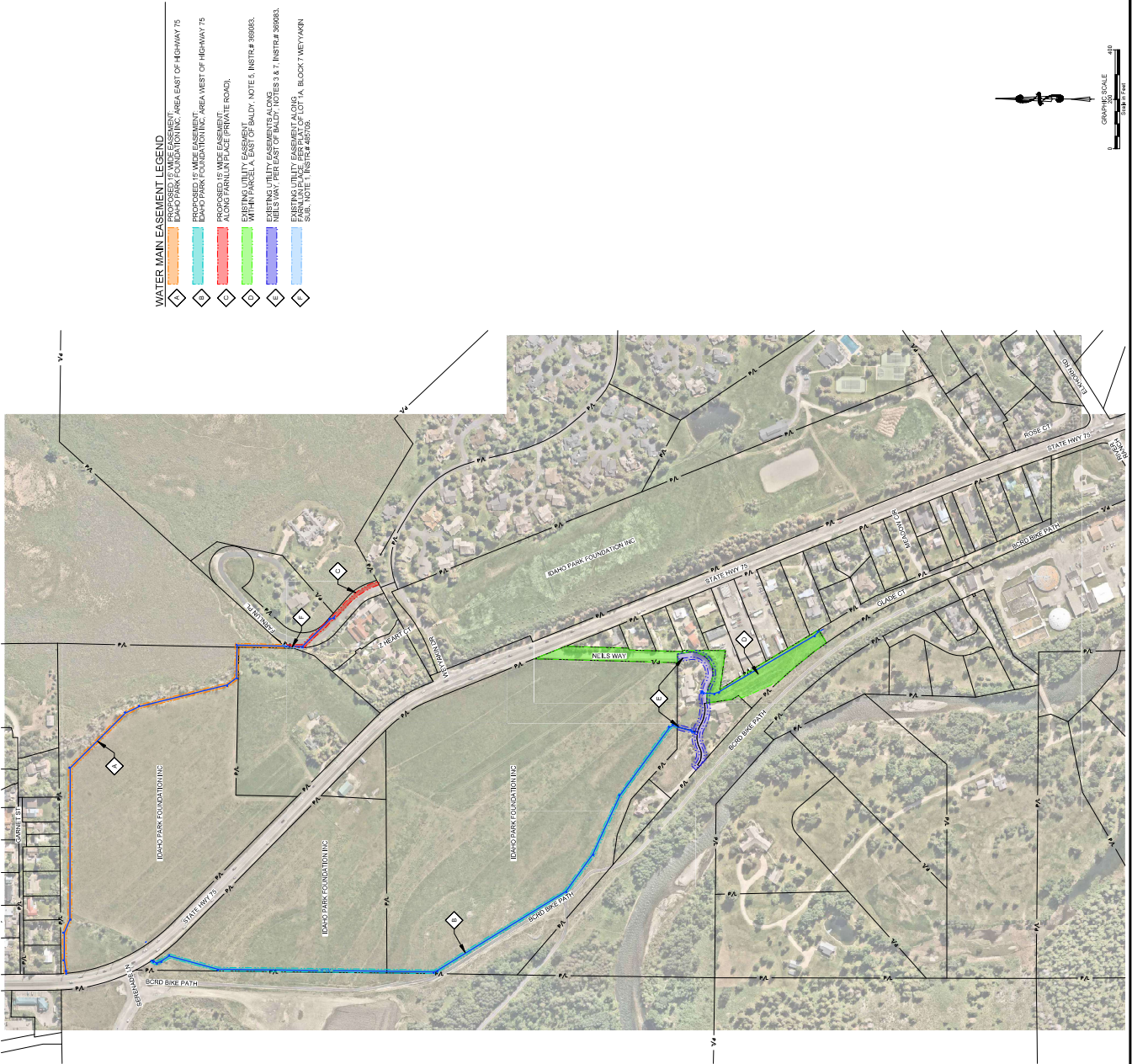
SITE PLAN NORTH

DWG #	REV
1A	 B

EASEMENT OVERLAY MAP

PRELIMINARY
NOT FOR
CONSTRUCTION

PURPOSE: ISSUE FOR OWNER REVIEW (11/5/2024)	REVISION NO.	DATE	DESCRIPTION

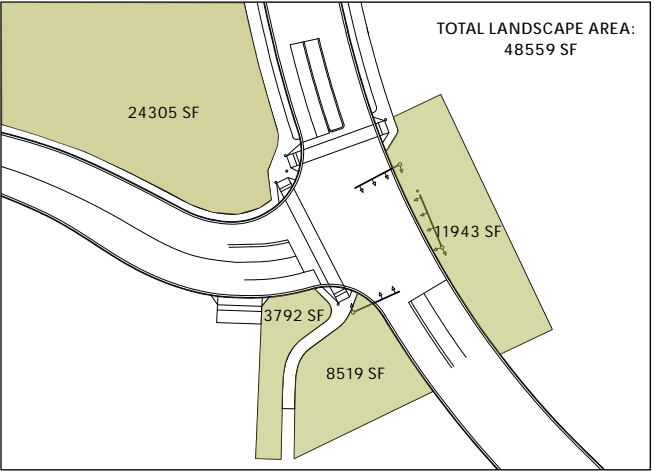


SERENADE CONCEPT



LEGEND

- 1 Rustic Fence
- 2 Signage (future phase by others)
- 3 Native Wildflowers and
- 4 Grasses Traffic Light
- 5 Aspen Groves
- 6 Douglas Fir
- 7 BCRD Trail
- 8 Sidewalk





CITY OF KETCHUM

City Hall

office: 208.726.3841

participate@ketchumidaho.org

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

ketchumidaho.org

CITY COUNCIL MEETING AGENDA MEMO

Meeting Date: March 17, 2025 Staff Member/Dept: Paige Nied, Associate Planner
Planning and Building Department

Agenda Item: Recommendation to hold a public hearing and conduct the second reading of Ordinance 1259, amendment to Chapter 8.10 of the Ketchum Municipal Code.

Recommended Motion:

Option 1: "I move to approve the second reading of Ordinance 1259 and read by title only."

Option 2: "I move to deny the second reading of Ordinance 1259."

Reasons for Recommendation:

- The applicant is interested in opening a cigar lounge business which would permit patrons to purchase and smoke cigars within the establishment. However, the exclusive retail tobacconist definition in KMC Chapter 8.10 – *Smoking in Public Places* imposes restrictions on retail and patron limits which prevents the applicant from obtaining a business license. Therefore, the applicant submitted a text amendment application to remove the restrictions on retail and patron limits on the exclusive retail tobacconist definition.
- The City Council held a public hearing and conducted the first reading of Ordinance 1259 for the text amendment to the exclusive retail tobacconist definition during their regular meeting on March 3, 2025. During the meeting, the Council expressed concerns with outdoor smoking negatively impacting adjacent uses and adjoining units in multiuse structures, and distance between incompatible uses such as schools and daycares.
- After reviewing the proposed text amendment and staff's analysis, the Council approved the first reading of Ordinance 1259 with the requested revisions implemented at the second reading.

Policy Analysis and Background:

The City Council held a public hearing and conducted the first reading of Ordinance 1259 during their regular meeting on March 3, 2025 (see Attachment 3 for the staff report). During the meeting, the Council expressed concerns that the proposed text amendment to the exclusive retail tobacconist definition lacked sufficient safeguards to mitigate the negative impacts of the use on adjacent properties (see Attachment 1 for the draft ordinance). Specifically, concerns were raised regarding outdoor smoking affecting adjacent uses and residential units in multiuse structures. The Council also discussed the need for a required separation between incompatible uses such as schools and daycares. The Council requested that the language be revised to require the use to be permitted only in free-standing structures, restrict smoking to be indoors only, and be a minimum distance from schools and daycares. After reviewing the proposed text amendment and staff's analysis, the Council approved the first reading of Ordinance 1259 with the

requested revisions implemented at the second reading. The vote was two in favor, one opposed, and one Council member was absent.

Since the meeting, staff consulted with the City Attorney Matthew Johnson to review Idaho state code and the Council's proposed regulations on tobacco retailers. The City Attorney confirmed that the City has the authority to regulate zoning and land use regulations for these types of establishments. However, it was advised that if the Council wanted to enforce land use regulations on this use, then it should be incorporated into the zoning code under Title 17 rather than through the proposed amendment to Title 8. The current text amendment application seeks to revise the definition for exclusive retail tobaccoists to allow for cigar lounge establishments, meaning the Council must first decide whether this type of use should be permitted at all. The Council now has two options:

Option 1: Approve the Text Amendment Application with Further Zoning Amendments

If the Council is supportive of allowing cigar lounge establishments, the path forward would be to approve text amendment application as proposed by staff and direct staff to develop a separate text amendment application to amend the zoning code in Title 17. The amendment to the zoning code would involve incorporating this use to the district use matrix and adding regulations to the use regarding restricting smoking to indoor areas only, require the use to be located within free-standing structures, and establishing a 500-foot minimum distance separation from incompatible uses such as schools and daycares. Staff could also evaluate requiring a conditional use permit for the use which could contain those criteria and would give the Planning and Zoning Commission discretion to determine the appropriateness of the use in a proposed location. If this item is addressed with the upcoming code update staff is working on, the amendment will not go into effect until June. If Council would like staff to prioritize a separate amendment, the process will take at least four months due to noticing of Planning and Zoning and City Council hearings.

Under this option, the applicant could obtain a business license immediately upon approval of the text amendment, which would be prior to the adoption of the zoning regulations. However, the applicant already meets two of the three proposed requirements, as the business is proposed in a free-standing structure (located at 491 N Washington Ave) and is greater than 500 feet from any school or daycare. Also, the applicant has submitted a revised business license application stating that smoking is restricted to indoor areas, thus voluntarily complying with all of Council's new requirements to mitigate negative impacts on adjacent uses.

Option 2: Deny the Text Amendment Application

If the Council is opposed to allowing cigar lounge establishments, the path forward would be to deny the text amendment application. This would leave the current exclusive retail tobaccoist definition unchanged, thus preventing cigar lounge establishments from obtaining a business license in the City.

If the Council chooses to move forward with Option 1 and approves the second reading of Ordinance 1259, further zoning regulations will be necessary to mitigate potential conflicts with surrounding uses. If the second reading is approved, the third reading will be held during the following meeting on April 7th, unless the City Council determines that readings should be consolidated.

Sustainability Impact:

Ordinance 1259 does not impact the City's ability to reach its sustainability goals.

Financial Impact:

None	There is no financial request to the City of Ketchum for Ordinance 1259 and therefore no budget implications.
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Attachments:

1. Draft Ordinance 1259
2. Text Amendment Application
3. March 3, 2025, City Council Meeting Staff Report: First Reading of Ordinance 1259



City of Ketchum

Attachment 1: Draft Ordinance 1259

ORDINANCE NO. 1259

AN ORDINANCE OF THE CITY OF KETCHUM, BLAINE COUNTY, IDAHO, AMENDING TITLE 8 – HEALTH AND SAFETY, CHAPTER 8.10: SMOKING IN PUBLIC PLACES, SECTION 8.10.040: DEFINITIONS, TO AMEND THE DEFINITION FOR EXCLUSIVE RETAIL TOBACCONIST TO REMOVE THE RESTRICTIONS ON PATRON LIMITS AND RETAIL AND TO CLARIFY CONSUMPTION LOCATIONS; PROVIDING A SAVINGS AND SEVERABILITY CLAUSE, PROVIDING A REPEALER CLAUSE; PROVIDING FOR PUBLICATION BY SUMMARY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, a member of the public submitted a text amendment application to remove the restrictions on retail and patron limits on the exclusive retail tobacconist definition which prevent the applicant from obtaining a business license for a cigar lounge;

WHEREAS, the Ketchum Municipal Code imposes restrictions on retail and patron limits for exclusive retail tobacconists, limiting the ability of businesses to provide a modern cigar lounge that blends retail with seating areas for onsite consumption;

WHEREAS, staff support the text amendment application and recommend amending the definition further to clarify consumption locations;

WHEREAS, providing a space for onsite consumption of tobacco products in a comfortable, social setting can enhance customer experience and support the growth of local businesses;

WHEREAS, compared to other communities in Idaho with existing cigar lounges, Ketchum is the only community that has a standalone requirement for these establishments with the level of restrictions on patron limits and directives on sales;

WHEREAS, removing the restrictions on retail and patron limits removes unnecessary barriers to tobacco-related establishments and better aligns with regulations for other communities in Idaho;

WHEREAS, clarifying the consumption location ensures that onsite consumption is explicitly permitted to reduce ambiguity in licensing and distinguishing the definition of exclusive retail tobacconist from a retail tobacco business;

WHEREAS, the amended exclusive retail tobacconist definition will not allow smoking within food or drinking establishments, the use is strictly for tobacco-related businesses;

WHEREAS, the City Council held a public hearing on _____ to review the ordinance and information;

WHEREAS, the City Council held three readings of Ordinance 1259 on _____, _____, and _____, resulting in approval of this ordinance;

WHEREAS, the City Council hearings were duly noticed per the requirements of Idaho Code Section 67-6509; and

NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND COUNCIL OF THE CITY OF KETCHUM

SECTION 1. AMENDMENT TO CHAPTER 8.10 – SMOKING IN PUBLIC PLACES

Section 8.10.040 – Definitions

Exclusive retail tobacco business: A retail tobacco business which derives ~~majority~~ **more than 95 percent** of sales from tobacco and tobacco products sold on the premises for consumption **on or** off the premises and which the sale, manufacture, or promotion of other products is merely incidental. ~~The status as an exclusive retail tobacco business is lost if at any time the business premises provide seating for more than four patrons or is used to sell or serve food or drink, vend lottery tickets or newspapers or magazines not primarily for tobacco enthusiasts, or if the premises are used for dancing, karaoke, gaming, or live entertainment or performance of any kind.~~

SECTION 2. SAVINGS AND SEVERABILITY CLAUSE. If any section, paragraph, sentence or provision hereof of the application to any particular circumstances shall ever be held invalid or unenforceable, such holding shall not affect the remainder hereof, which shall continue in full force and effect and applicable to all circumstances to which it may validly apply.

SECTION 3. REPEALER CLAUSE. All City of Ketchum Ordinances or parts thereof which are in conflict herewith are hereby repealed.

SECTION 4. PUBLICATION. This Ordinance, or a summary thereof in compliance with Section 50-901A, Idaho Code, substantially in the form annexed hereto as “Exhibit A” shall be published once in the official newspaper of the City, and shall take effect immediately upon its passage, approval, and publication.

SECTION 5. EFFECTIVE DATE. This Ordinance shall be in full force and effect after its passage, approval and publication, according to law.

PASSED BY the CITY COUNCIL and APPROVED by the MAYOR of Ketchum, Idaho, on this _____ day of _____, 2025.

APPROVED BY the Mayor of the City of Ketchum, Idaho, this _____ day of _____, 2025.

APPROVED:

Neil Bradshaw, Mayor

ATTEST:

Trent Donat, City Clerk



City of Ketchum

Attachment 2: Text Amendment Application

Application For Amendment to Zoning Code ~~XXXXX~~ / CODE 8.10.040 and 8.10.090

Please modify the language by striking out the following restrictive and conflicting language

Sun Valley Cigar LLC

By Jason Decker Its Managing Member

491 Washington Ave N.

PO BOX 864

Ketchum ID 83340

CODE 8.10.040

Retail tobacco business: A business which, during the normal course of business, primarily distributes any tobacco and/or tobacco product or provides any equipment or material used for the consumption of tobacco.

C. An "exclusive retail tobacconist" as defined in section [8.10.040](#) of this chapter.

Exclusive retail tobacconist: A retail tobacco business which derives ~~more than 95 percent~~ **majority of sales** from tobacco and tobacco products sold on the premises for consumption off the premises and which the sale, manufacture, or promotion of other products is merely incidental. The status as an exclusive retail tobacco business is lost if at any time the business premises provide seating ~~for more than four patrons or is used to sell or serve food or drink, vend lottery tickets or newspapers or magazines~~ **not primarily for tobacco enthusiasts**, or if the premises are used for dancing, karaoke, gaming, or live entertainment or performance of any kind.

***NOTE:** Or make a new separate use for cigar lounge vs gas station, grocery store tobacco sales currently used by BaseCamp and Atkinson's Market, these two businesses do sell other items such as alcohol and food.*

8.10.090 - Where smoking is not regulated.

Notwithstanding any other provision of this chapter to the contrary, the following areas shall be exempt from the provisions herein:

A.

Private residences, unless used as a childcare, adult daycare, or healthcare facility, or as a home office that is accessible to one or more employees or members of the public.

B.

Privately owned outdoor spaces, including rooftop patios, courtyards, bars and sidewalk cafes.

Any such privately owned outdoor spaces established consistent with all applicable building and zoning codes existing at the time of the effective date hereof shall be exempt from the 20-foot rule in subsection 8.10.080.B of this chapter.

C.

An "exclusive retail tobacconist" as defined in section [8.10.040](#) of this chapter.

D.

American Indian/Alaska Native ceremonies. A religious ceremony using a traditional pipe under this subsection is subject to any applicable state or local law, except as provided in this subsection. A person is exempt from the restrictions of this chapter if the person:

1.

Is a member of an American Indian/Alaska Native tribe whose members are recognized as eligible for the special programs and services provided by the United States to American Indians/Alaska Natives who are members of those tribes; and

2.

Is an American Indian/Alaska Native who actively practices an American Indian/Alaska Native religion, the origin and interpretation of which is from a traditional American Indian/Alaska Native culture; and

3.

Is smoking tobacco using the traditional pipe of an American Indian/Alaska Native tribal religious ceremony, of which tribe the person is a member, and is smoking the pipe as part of that ceremony; and

4.

The ceremony is conducted by a pipe carrier, American Indian/Alaska Native spiritual person, or medicine person recognized by the tribe of which the person is a member and by the American Indian/Alaska Native community.

(Ord. 1105, 2013)



City of Ketchum

Attachment 3:

March 3, 2025, City Council Meeting Staff Report: First Reading of Ordinance 1259



CITY OF KETCHUM

City Hall

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ketchumidaho.org

CITY COUNCIL MEETING AGENDA MEMO

Meeting Date: March 3, 2025

Staff Member/Dept: Paige Nied, Associate Planner
Planning and Building Department

Agenda Item: Recommendation to hold a public hearing and conduct the first reading of Ordinance 1259, amendment to Chapter 8.10 of the Ketchum Municipal Code.

Recommended Motion:

"I move to approve the first reading of Ordinance 1259 and read by title only."

Reasons for Recommendation:

- The applicant is interested in opening a cigar lounge business which would permit patrons to purchase and smoke cigars within the establishment. However, the exclusive retail tobacconist definition in KMC Chapter 8.10 – *Smoking in Public Places* imposes restrictions on retail and patron limits which prevents the applicant from obtaining a business license. Therefore, the applicant submitted a text amendment application to remove the restrictions on retail and patron limits on the exclusive retail tobacconist definition.
- Staff is supportive of the text amendment application and recommends modifying the definition further to clarify consumption locations.
- Removing retail restrictions and patron limits removes unnecessary barriers to tobacco-oriented establishments and better aligns with regulations for other communities in Idaho.
- Clarifying the consumption location ensures onsite consumption is explicitly permitted, to reduce ambiguity in licensing and distinguishes the definition of exclusive retail tobacconist from a retail tobacco business.
- The amended exclusive retail tobacconist definition will not allow smoking within food or drinking establishments, this use is strictly for business that are tobacco-oriented, such as a cigar lounge.

Policy Analysis and Background:

An applicant is interested in opening a business called Sun Valley Cigar which would feature a membership-based cigar lounge with indoor seating for approximately 30 patrons and a cigar retail shop. The definition for exclusive retail tobacconist in the Ketchum Municipal Code (KMC) Chapter 8.10 – *Smoking in public places* imposes restrictions on retail and limits onsite seating to a maximum of four patrons, which prevents the applicant from obtaining a business license. Currently, the definition for exclusive retail tobacconist reads as follows:

Exclusive retail tobacconist: A retail tobacco business which derives more than 95 percent of sales from tobacco and tobacco products sold on the premises for consumption off the premises and which the sale, manufacture, or promotion of other products is merely incidental. The status as an exclusive retail tobacco business is lost if at any time the business premises provide seating for more than four patrons or is used to

sell or serve food or drink, vend lottery tickets or newspapers or magazines not primarily for tobacco enthusiasts, or if the premises are used for dancing, karaoke, gaming, or live entertainment or performance of any kind.

In recent years, cigar lounges have evolved beyond simple retail operations, as they have become social spaces where patrons consume tobacco products in a relaxed setting. Many modern cigar lounges integrate retail sales with comfortable seating areas and membership-based experiences that cater to tobacco enthusiasts. The KMC's restrictions on exclusive retail tobacconists limit the ability of a business to provide a contemporary cigar lounge that blends tobacco retail with experiential services. In review of the application to amend the exclusive retail tobacconist definition, staff conducted research into the origin of the KMC's current definition and were unable to determine the reason for the restrictions imposed. To better understand how these establishments are regulated in Idaho, staff reached out to other communities with existing cigar lounges. See the chart below for an analysis of Idaho communities.

City	Permitted	Cigar Lounge Use Classification	Municipal Code Tobacco/Smoking Retail Definition
Eagle, ID	Yes	Bar	None
Meridian, ID	Yes (conditional use permit)	Drinking Establishment	Smoking product retail store: An establishment that sells, offers for sale, offers for trade, or offers free of charge tobacco, smoking products, or products containing or related to tobacco or smoking products.
Post Falls, ID	Yes	Bar/Tavern/Lounge	None

Staff found that Ketchum is the only community that has a standalone requirement for these establishments with the level of restrictions on the number of patrons and directives on sales. Staff believes that the KMC's definition for an exclusive retail tobacconist does not reflect the evolving nature of this industry and that the existing restrictions are not necessary and hinder the establishment of modern cigar lounges. However, staff is supportive of maintaining a standalone definition to clearly distinguish where indoor smoking is permitted to ensure it is excluded from food and drinking establishments. Amending the definition for exclusive retail tobacconist will not permit smoking within food or drinking establishments, this use is strictly for businesses that are tobacco oriented.

To allow Sun Valley Cigar and similar businesses to operate in Ketchum, the applicant submitted a text amendment application (Attachment 1) to amend the exclusive retail tobacconist definition. While the application included a suggestion for additional language to add cigar lounge and gas station as new uses, staff did not feel that it was necessary to include as both of those uses are captured in the exclusive retail tobacconist and retail tobacconist definitions. The applicant proposed the following revised language for the exclusive retail tobacconist definition:

Exclusive retail tobacconist: A retail tobacco business which derives majority of sales from tobacco and tobacco products sold on the premises for consumption off the premises and which the sale, manufacture, or promotion of other products is merely incidental.

While staff is supportive of removing the restrictive language related to patron limits and retail, staff recommends modifying the definition further to clarify that onsite consumption is permitted. Explicitly allowing onsite consumption will reduce ambiguity in licensing and distinguishes the definition of exclusive retail tobacconist from a retail tobacco business, which solely sells tobacco products or provides any equipment or material used for the consumption of tobacco. Staff proposes that the amended definition for exclusive retail tobacconist include the additional language underlined below:

Exclusive retail tobacconist: A retail tobacco business which derives majority of sales from tobacco and tobacco products sold on the premises for consumption on or off the premises and which the sale, manufacture, or promotion of other products is merely incidental.

Staff believes that the proposed text amendment removes unnecessary restrictions on the exclusive retail tobacconist definition and better reflects the evolving nature of the tobacco industry. Therefore, staff recommend the City Council approve the first reading of Ordinance 1259. A redlined version of the draft ordinance can be found in Attachment 2. If the first reading is approved, the second and third readings would be held during the following subsequent meetings of March 17th and April 7th, unless the City Council determines that readings should be consolidated.

Sustainability Impact:

Ordinance 1259 does not impact the City's ability to reach its sustainability goals.

Financial Impact:

None	There is no financial request to the City of Ketchum for Ordinance 1259 and therefore no budget implications.
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Attachments:

1. Text Amendment Application
2. Draft Ordinance 1259

BLAINE COUNTY SUSTAINABILITY + RECYCLE

March 2025 Update

RECYCLE

- Lamar attending Idaho Solid Waste Assn. Conference
- Staffing
- Circularity campus update—SWIFR
- Student recycling life cycle videos
- Composting and yard waste needs

SUSTAINABILITY

- FIS Tabling
- MT2030
- Local sustainability cheat sheets
- Renewable diesel
- CGC / MIF grant
- RNG potential
- Micro-grid private investment
- Community Forestry—projects on hold pending IDL determinations on funding
- Hailey SAP

SUSTAINABILITY, CONT.

- Potential internship
- C-PACE
- Race to Resilient Culture (ICLEI / RTRC)
- ClearPath 2.0 KPI dashboard—March – May
- Water planning (Venn diagram w/ various stakeholders)
- Drought / fire tolerant plants and landscaper training
- Climate Risk Vulnerability Assessment (CRVA)
- Elective Pay woes
- Website and CAP updates

KETCHUM / KSAC

- Composting
- Fire Station Solar
- City Hall electrification
- Policy advisement (snowmelt)
- Benchmarking / KPIs and ICLEI license for ClearPath

QUESTIONS?

- amentzer@co.blaine.id.us
- epreucil@co.blaine.id.us



City of Ketchum

CITY COUNCIL MEETING AGENDA MEMO

Meeting Date: Staff Member/Dept:

Agenda Item:

Recommended Motion:

Motion #1: Recommendation to approve Change Order #1, increasing the City's Main Street Rehabilitation not-to-exceed contribution by \$400,000 above previous appropriated funds.

Motion #2: Recommendation to authorize staff to award the 5th Street & 2nd Street Sidewalk Projects in the event a bid comes in under \$460,000.

Reasons for Recommendation:

- Main Street Rehabilitation
 - ITD has covered 100% of roadway specific expenses to date
 - Forecast budget includes \$260k in contingency funds
 - Unavoidable cost increases are predominantly contributed to the requirement of splitting the single-year project into a two-year span.
 - \$400k represents a cost over-run of 3.7% on the project. Although overages are undesirable, by current construction standards of the last 5+ years, this amount represents a successful project.
- 5th Street & 2nd Street Sidewalk Projects
 - Bid opening occurs on the afternoon of 3/19; staff prefers to communicate an awarded project to the community during the Mobility Open House that evening.
 - Staff hopes to begin these projects after the World Cup and timely award to the contractor would facilitate being able to efficiently get the bidder on board and scheduled.
 - Project bids will include an allowance of \$80k of miscellaneous sidewalk work throughout town that needs to be coordinated with the low bidder in a timely manner.

Sustainability Impact:

No direct impact.

Financial Impact:

None OR Adequate funds exist in account:	<ul style="list-style-type: none">• Main St: Sufficient funds exist within Capital Fund reserves as previously presented on 3/3/25, in the amount of \$1.6M. The estimated new reserve amount within the Capital Fund would be ~\$1.2M.• 5th St & 2nd St Sidewalks: No financial impact to CIP. Currently budgeted and funded by URA commitment.
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Attachments:

1. Main St Rehabilitation 2025 Budget Breakdown

City of Ketchum Main Street Rehabilitation

Task	Contractor/Firm	Actual	Remaining Forecast
Sources			
ITD		\$7,000,000	
ITD Direct Change Orders		\$429,123	
URA		\$1,250,000	
City of Ketchum		\$1,291,497	
Private Reimbursement from Developers		\$345,645	
Design and Project Management			
Survey	David Evans & Associates	\$65,417	\$10,000
Design	Jacobs & GGLO	\$969,843	\$40,000
Traffic Studies	HDR	\$2,970	\$0
Event Space Fees,			
Communications Publishing/Printing		\$23,134	\$15,000
City Engineering	S&C Associates	\$14,085	\$0
Communications/Project Management	Lisa Enourato	\$50,398	\$20,000
Survey	Galena-Benchmark	\$25,822	\$0
Main St Business Outreach	City of Ketchum	\$25,000	\$0
Total Design Phase:		\$1,176,669	\$85,000
Construction Costs			
Construction (Main GC)	IMC	\$4,116,289	\$2,747,372
Construction (Excavation/	Lunceford	\$923,450	\$128,151
Construction	ITD signal equipment	\$180,762	\$0
Construction	Direct Purchase Landscape Items	\$336,729	\$25,902
Engineer CM/SDC	Jacobs & GGLO	\$415,647	\$145,000
Material Testing & Insp.	STRATA	\$23,719	\$15,000
Enoteca Boardwalk	Big Rock Const.	\$44,667	\$0
Big Wood Misc.	Landscape/Pavers	\$24,786	\$0
Traffic Control	Eagle One	\$7,560	\$10,000
Ancillary Property Repair	Various	\$44,313	\$0
Contingency		\$0	\$260,000
Total Construction Phase:		\$6,117,922	\$3,331,425
Total Current Project Cost :		\$7,294,591	\$3,416,425
Total Funding Contribution:		\$10,316,265	\$10,316,265
Remaining Budget:		\$3,021,674	(\$394,751)