



CITY OF KETCHUM, IDAHO

CITY COUNCIL MEETING

Monday, December 04, 2023, 4:00 PM
191 5th Street West, Ketchum, Idaho 83340

AGENDA

PUBLIC PARTICIPATION INFORMATION

Public information on this meeting is posted outside City Hall.

We welcome you to watch Council Meetings via live stream.

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

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

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

Join the Webinar: <https://ketchumidaho-org.zoom.us/j/83107312155>

Webinar ID: 831 0731 2155

- 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
2. Community Health and Fitness Week Proclamation - Mayor Neil Bradshaw

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.

3. Recommendation to approve minutes for November 13, 2023, Special Joint Meeting with the Ketchum Urban Renewal Agency - City Clerk Trent Donat
4. Recommendation to approve minutes for November 13, 2023, Special City Council Meeting - City Clerk Trent Donat

5. Authorization and approval of the payroll register - Treasurer Shellie Gallagher
- [6.](#) Authorization and approval of the disbursement of funds from the City's treasury for the payment of bills (two, separate reports) – Treasurer Shellie Gallagher
- [7.](#) Recommendation to approve Joint Powers Agreement 24036 with Blaine County for law enforcement services - City Administrator Jade Riley
- [8.](#) Recommendation to approve Resolution 23-012 establishing 2024 Ketchum Arts Commission meeting dates - Events Manager Eryn Alvey
- [9.](#) Recommendation to approve Resolution 23-014 establishing 2024 Traffic Authority meeting dates - Administrative Assistant Streets & Facilities Kelli Trapp
- [10.](#) Recommendation to approve Resolution 23-016 establishing 2024 Planning and Zoning meeting dates - Planning Technician & Office Administrator Heather Nicolai
- [11.](#) Recommendation to approve Resolution 23-017 establishing 2024 Historic Preservation Commission meeting dates - Planning Technician & Office Administrator Heather Nicolai
- [12.](#) Recommendation to approve Purchase Order 24042 for sewer line repair with Joe's Backhoe Services, Inc. - Wastewater Division Supervisor Mick Mummert
- [13.](#) Recommendation to approve Purchase Order 24043 with Banyan Technology for a comprehensive service agreement for Supervisory Control and Data Acquisition (SCADA) system services - Wastewater Division Supervisor Mick Mummert
- [14.](#) Recommendation to approve Purchase Order 24048 with Thatcher Company, Inc. for aluminum sulfate - Wastewater Division Supervisor Mick Mummert
- [15.](#) Recommendation to approve Contract 24047 with Alpine Tree Service, Inc. for tree removal on Trail Creek - Facilities Maintenance Supervisor Juerg Stauffacher
- [16.](#) Recommendation to approve Contract 24046 Big Wood Landscape, Inc. for snow removal - Facilities Maintenance Supervisor Juerg Stauffacher
- [17.](#) Recommendation to approve Agreement 24052 with Lisa Enourato, LLC for miscellaneous project management - City Administrator Jade Riley
- [18.](#) Recommendation to approve Agreement 24053 with David Barovetto for architectural services at the Ore Wagon Museum - City Administrator Jade Riley
- [19.](#) Recommendation to approve Agreement 24049 with Freeform for office furniture - City Administrator Jade Riley
- [20.](#) Recommendation to review and approve the Walnut & Fourth Condominiums Subdivision Preliminary Plat Application and adopt the Findings of Fact, Conclusions of Law, and Decision - Senior Planner Abby Rivin
- [21.](#) Recommendation to review and approve the Lot Consolidation Subdivision Final Plat Application for the 4th & Main Mixed-Use Development and adopt the Findings of Fact, Conclusions of Law, and Decision - Senior Planner Abby Rivin
- [22.](#) Recommendation to review and approve the Crossbuck McNee Townhomes Subdivision Final Plat Application and adopt the Findings of Fact, Conclusions of Law, and Decision - Senior Planner Abby Rivin
- [23.](#) Recommendation to approve Resolution 23-018 for the surplus of various items via Public Surplus auctions - City Clerk & Business Manager Trent Donat
- [24.](#) Recommendation to approve Task Order #2/Purchase Order 24051 with Jacob Engineering for Main Street Improvement Project for 90% Design Services - Senior Project Manager Ben Whipple

- [25.](#) Recommendation to approve Agreement 24050 with Eryn Alvey for event management - City Administrator Jade Riley
- [26.](#) Recommendation to review and approve Alley Maintenance Agreement 24896 and Right-of-Way Encroachment Agreement 24897 for the multi-family development at 120 8th Street - Director of Planning and Building Morgan Landers

PUBLIC HEARING:

- [27.](#) Recommendation to hold Public Hearing for consideration of fee resolution 24-001 to amend Community Housing In-Lieu Fee - Housing Fellow Rian Rooney

NEW BUSINESS:

- [28.](#) Review updated City of Ketchum Employee Handbook - City Administrator Jade Riley
- [29.](#) Review revised City of Ketchum Procurement Policies and Procedures - City Administrator Jade Riley and City Clerk & Business Manager Trent Donat

EXECUTIVE SESSION: Pursuant to Idaho Code 74-206(1)(f) - Pending litigation.

ADJOURNMENT:

Participate

From: John Lane <boxlranch@icloud.com>
Sent: Monday, November 20, 2023 4:47 PM
To: Participate
Cc: Susan Sloan Lane; George R. Kirk II
Subject: Main Street Project

Dear Mayor Bradshaw and Ketchum City Council Members,

My sister Susan Lane and I are the owners of the Lane Mercantile Building LLC (often referred to as “Enoteca”), which is managed for us by George Kirk and The Kirk Group.

Susan and I have reviewed the City of Ketchum’s proposal for improvements to Main Street in general and particularly the Sun Valley Road intersection. We are supportive of the plan presented at the public meeting on November 8, 2023.

Through the Kirk Group we've been in touch with the City to express our wish that the treatment of the sidewalk on the Main Street side of our building remain its historic boardwalk, one which we hope will be honored.

With thanks and kind regards,

Jack Lane

John R. Lane
204 Timber Lane
PO Box 612
Ketchum, ID 83340-0610
H (208) 788-4915
M (208) 309-3024
E boxlranch@icloud.com

Participate

From: HP Boyle <boylehp@yahoo.com>
Sent: Wednesday, November 22, 2023 12:08 PM
To: Participate
Cc: Andrew Guckes
Subject: Public Comment on In-Lieu of fee for City Council

Why not eliminate the in-lieu fee?

Wouldn't that be a faster way to get deed-restricted housing? In-lieu-of funds sit with the City for years.

If there is some reason that we have to have an in-lieu of fee, there is a better way of setting it than the current process. The current process of how the Council sets a fixed dollar amount per square foot *guarantees* that the fee will be too low for most projects and potentially too high for others.

It is also objectively subjective.

The current process is for the Council to get a cost number from the Planning Department and then apply a totally made-up "factor" to it to get to a number they think "feels" about right. It is farcical.

A better way would be to base the fee on the developer's actual per square foot costs for the project.

Pros:

- gets the Council out of the business of making up fictional construction costs; just listen to their debate about it—they admit they have no competence in this area
- relieves the Council of the burden of periodically setting the fee (which they only do sporadically when it is glaringly obvious the fee is out of whack with reality)
- because the fee is based on the developer's cost, the developer cannot complain the fee set by the City has no basis in reality
- by definition, the fee will always be the current market price. THIS IS THE KEY BENEFIT

Cons:

- are there any?

This seems like a no-brainer compared to the current process.

Perry Boyle
Ketchum

From: [HP Boyle](#)
To: [Participate](#)
Subject: Public comment for P&Z
Date: Tuesday, November 28, 2023 6:53:37 PM

You don't like 10,000 square foot houses.
You don't like houses in the flood plain.

I don't have a statistically valid survey, but I would lay a sizeable bet that the community you represent is aligned with you on this.

But what's the point of spending hours making performative statements when everyone knows the zoning code permits them and there is nothing you can do to stop them?
Even if you had denied the application at the 11/28 meeting, all that happens is that it goes to the Council, and you know what they are going to do.

If you want to have a positive impact on the community, do what previous P&Z commissions have done and make recommendations to the Council for changes to the code. Who knows, maybe the next Council won't be as pro-Aspenization as the current Council.

Doing nothing but talk isn't really representing the community. Maybe some action?

Also, listening to you talk about short-term rentals when you supported ADUs is kind of laughable. It implies you like smaller STRs but not whole houses. Is that your goal? If you don't want more STRs in West Ketchum, step up and propose zoning code changes that will protect neighborhood integrity (as the statute permits) before Airbnb controls the integrity of the neighborhood.

Thank you for your service to the community,

Perry Boyle
Ketchum

P.O. Box 6840
Ketchum, Idaho 83340

Mayor Neil Bradshaw
Ketchum City Hall
P.O. Box 2315
191 5th Street
Ketchum, Idaho 83340

November 17, 2023

Dear Mayor Bradshaw

I am writing to you for a multiplicity of reasons as described below. They are interrelated as having to do with the decaying quality of life in Ketchum. While not all of these may be under your direct purview, I am frustrated enough with the lack of response to-date (from another city official) that am going to the top.

My first complaint – perhaps I should be diplomatic and say “expression of grave concern” – is the traffic on Walnut Avenue. I’ve written two letters to the police chief since early July but have received no response. No call, no mail, *bubkes*. I realize everyone is busy but wow, chirping crickets to a legitimate concern regarding traffic problems (and lack of enforcement of traffic rules) does not inspire confidence.

I am unable to walk down Walnut Avenue, where I live, without turning my head constantly to see what speeding vehicle is whizzing up the street, oblivious to the “15MPH” signs. To be fair, some of the signs may be partially obscured by people parking in front of the No Parking This Side signs on one side of the street. (I didn’t get the memo that they were special and the No Parking This Side rules didn’t apply to them.) Does anybody ever get ticketed for speeding or parking where they aren’t supposed to?

I should be able to walk on my street without worrying about ending up as a hood ornament from speeding vehicles. This street is very narrow – *barely* 2 cars wide – even more narrow with the plethora of construction vehicles parked there as well as the aforementioned parkers on the side of the street where **parking is banned**. There are no sidewalks. There is no shoulder to walk on, so you have to walk on the street and it is far scarier in winter due to piles of snow and the ice on the road that leads one to walk even farther from the edge of the street to avoid slipping and falling.

I’ve tried yelling at people to slow down. I have taken to throwing pinecones – occasionally - at cars that are especially fast, many of which are construction vehicles, and noting that while I respect tradesmen – I was a Seabee in a previous life – there is no excuse for travelling Warp 8 when the sign says 15MPH. Someone is going to have a head-on collision or get killed.

I am especially irate at the city plans to make Main Street into just an extension of Highway 75 – don’t bother slowing down! - as if we do not have enough speeding maniacs in this town. It is going to increase speeding. It is also going to (city planning term follows) “screw over” restaurant owners, by reducing parking, including parking for people who just want to pick up takeout food. During the construction on Main Street – and I know this since I experienced it when Sun Valley Road was under construction early this summer – lots and *lots* of people coming from 75 north will avoid the construction on Main Street by cutting up Walnut. They will zoom up and over the street (including the

blind part at the top of the hill), and someone will get hurt. If I experience again what I experienced this summer - I will start carrying a weapon even if it is merely a super soaker to shoot at windshields (noting the US Supreme Court did rule in *DC vs. Heller* that the right to self-defense is in *individual* right), as I have no interest in being a victim because of reckless drivers. Nobody should fear for their life walking **on their own street** because nobody enforces the speed limit or tickets anybody. Ever. Enough, already!

As far as Main Street plans, eliminating parking without any plan for "now where will people park" is especially egregious due to the construction of Bird Brain - I mean, "Blue Bird" - which has insufficient parking. There is no way that two adults in a unit won't have two cars, but that's not what the building is designed for. Where will they all park? It will be far worse if Main Street now has no parking. Worse traffic - more speeders, definitely - less parking, and more people circling looking for parking. People going out to eat are not going to walk or take the bus. Not that the city planners seem to know this: do any of them have actual *engineering* degrees? I say this noting that my dad - PhD in civil engineering - did city planning in a large city and I was an officer in the Navy Civil Engineering Corps, where I did construction management and public works on a large naval base, as well as being in the Seabees so yes, I do know about these things.

Either stop making Main Street into a functioning highway or enforce a reasonable (low) speed limit consistently in Ketchum. And let's have police ticket people for speeding and running red lights. And have better crosswalks. The lights are so screwed up on Main Street now, all that they do is train people to jaywalk.

Last but really first, please stop the Vailification of Ketchum. Every time I turn around, there is another ugly-ass building, multiple stories high, blocking the view of the mountains (Bird Brain/Blue Bird is one of them), taking every square inch of land and turning this into Vail - which is not a compliment. Not at all. They are all square boxes of steel and concrete, with rusted metal bleeding into the concrete. "Mountain Modern" - as they are described - should be rebranded "Early Prison Architecture" or maybe "Beverly Hills Dreck."

I am tired of hearing that eliminating long-standing height limits and blocking views is justified by the need for "affordable housing." As I believe you should appreciate since, if I recall correctly, you lived in San Francisco at one time, our town has similar geographic constraints as San Francisco, where the Bay and the ocean limit the spread of the city limits, and the city population can only be increased by destroying the character of the city (e.g., by eliminating height limits). Similarly, the land around us is BLM land, so we cannot continue to expand, unless we want to keep building higher and higher buildings, or build on the hills. Ergo, both geography and economics - the economics of scarcity - dictate that not everybody who wants to live here can - *unless we destroy the character of the town.*

Ketchum is a special place. Let's stop VAILIFYING it and turning it into an ugly, modernistic densely populated hell hole, where nobody feels safe walking down the street.

Yours Very Truly,



Mary Ann Davidson

YOUTH MENTAL HEALTH

Crisis and Solutions

30 November 2023

Ketchum, Idaho

YOUTH MENTAL HEALTH

Crisis and Solutions

Introduction

I appreciate this opportunity to weigh in on the most important priority of American Society, the health and well-being and future of children. I make these comprehensive comments as one degree in psychology, law and business and with 45 years' professional experience in those fields, worldwide – but with no measure of pontification.

I respectfully submit that the current approaches to address the growing alienation and hopelessness in American youth are seriously flawed and doomed to guarantee a worsening of the current crisis. By all appearances, we are at the breakpoint of accelerating disintegration of youth and species.

The good news is that an understanding of the root cause of the malady as well as its remedy are within our immediate grasp, requiring only the commitment of parents and other responsible adults across the community to face reality head on, “upstream” as some call it. In so doing, given the severity of the crisis, we must step out of the prevailing box. I applaud the posture of this Initiative, reaching out to the community in search for the right path going forward.

In short, here is the deal:

If young people are confined in a world of fake reality at every turn, that necessarily involves their subjugation and ruination at every turn, and no encouragement is given for them to ask why, and they understand that such request would be outright denied at every turn, then what outcome do we expect for their health - physical, “mental” or spiritual?

Given how out of whack our approach is today, as measured by the scoreboard of young casualties, it is essential for us now to carefully revisit and clarify important concepts and causative factors. In doing so, the “cure” emerges.

I. MENTAL HEALTH FOUNDATIONS

A. What Means “Mental Health” or Illness?

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

However, it must be recognized that the individual and the social order are truly sane only when founded on truth and harmony with the natural order, which are optimum conditions for the free

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and unbridled pursuit of the human potential individually and collectively, and which ultimately translate to survival of the species. In truth, ‘insanity’ describes the condition of an individual or social order that is founded upon or adapted to deceptive/delusional reality depictions that may tolerate or hide serious wrongdoing that may never be challenged, in the process constraining and disintegrating human potential. Sanity is what furthers survival and abundance; insanity is what threatens it.

We must recognize that nothing is more insane than for a people to adapt to a deception of a scale that would threaten suicidal extinction of humanity and our web of life. Some say, we are there today. Let’s examine.

B. Evidence-based Truth as the Foundation of Mental Health

So, for us to have confidence in a healthy future for youth, our decisions must be founded on a *truthful connection to verifiable physical reality* as detected by the senses and validated by reason, logic, and critical thinking.

Truth depends only on that *evidentiary support*, not on the number of its followers. The fact that most people everywhere may share the same mental orientation toward what is real proves nothing about the validity of that orientation or truthfulness of its underlying assumptions. There may be comfort in numbers, in knowing everyone else is accepting the same construct, but it does not make the construct Real. *Evidence* is anything that we experience that causes us to believe or disbelieve that something is true or that something has happened as depicted. In the US legal system, we have adopted common law rules of evidence developed over many centuries back to Mother England. To be courtroom admissible, a piece of evidence must meet strict standards of relevancy, reliability, authenticity, and first-hand verifiability. It is not evidence, simply by virtue of the fact that some authority insists.

Any individual or societally adopted belief system that does not have solid evidentiary foundation for its “reality” must be considered prone to delusion. Delusions are false judgments held with extraordinary conviction and subjective certainty. They are intensely held, “stuck” beliefs impervious to reality - resistant to contrary experience, counterargument, and any consideration of evidence.

As illustrated throughout this paper, the disconnection between what might be a consensus based ‘reality’ and evidence-based reality is at the root of mental suffering (illness?) in Youth.

C. The Essential Discipline of Challenging Assumptions

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

The ability to use cognitive capacities to question and insist on evidence-based reality is an essential survival skill that protects against the imposition of false and potentially destructive and enslaving reality depictions. As M. Scott Peck put it in *The Road Less Traveled*, “The

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hallmark of a healthy mind is an unyielding willingness to face the whole truth no matter how dire.” In a similar vein, Benjamin Franklin maintained that the first responsibility of every American citizen is to question authority, especially on the most controversial matters. (He didn’t feel the need then to explain why.)

To be clear, a refusal individually or collectively to submit beliefs and assumptions to rational, logical critique is a clear indicator of grave mental illness.

D. Individual vs Societal Sanity/Mental Health

To understand sanity of the individual, young or old, one must first examine the rules of the social order itself, to which the individual is asked to adapt. We need to make sure the society is intact, or some semblance of it, before going about “diagnosing” and “treating” unsuspecting and defenseless children especially. If the society is quite sick, it may be a really bad deal to send the kids to that doctor for treatment or cure.

Young people having a hard time staying grounded to a wildly gyrating, out of control spinning top are not necessarily the culprits nor should they be the center of attention. Can they ever be healthy until the top is pulled back into balance? Regardless of how balanced the child may be, in the best case, a wild ride is in store.

Eric Fromm (*The Sane Society*), RD Laing (*The Politics of Experience*) and others have maintained that the madness of the individual should be seen as the inevitable consequence of the madness of the society, that society itself, when bedeviled by certain pathologies, can be crazy making for the individual. A sane society is one which helps the individual continually give birth to herself. Conversely, a sick society stymies that ongoing rebirth and renders the individual in a state of alienation. And can the individual functioning normally, apparently well adapted to it, be other than quite sick? Aldous Huxley commented thusly in *Brave New World Revisited*:

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

E. The Graduated Erosion of Sanity

The essence of the human spirit deeply rooted in the instincts of all children is to blossom freely based on truthful reality. Children instinctively know when things are out of sync with truth and the natural order. At least at a deeply subconscious level, they can detect falsity, in families, in schools, and throughout society.

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

The more blatant is the falsity, and the eviler what is being hidden, the more crazed is the child's adaptation to it. The sickness festers and eats away, compromising powers of detection of danger and causing leakage and breakdown into this or that illness or disorder, and often producing thoughts and behavior deemed 'aberrant' as not fitting the "normalcy" which in truth is nothing but severe psychological confinement. When the deception involves hiding a hideous nature or consequence, a deep, dark secret, the extent of twisting and inevitable leaking, ripping apart and breaking down in children becomes extreme.

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 a rotting and ruination of the human body, mind and spirit collapsing into despair and hopelessness.

This adaptation to falsity is a graduated, ratcheting process. You start with the mild lie and step up the degree and obviousness of deception, the evil being hidden, and the forfeiture of the opportunity to realize true human potential. Very important to the process of indoctrination or conditioning, as it is with every "PSYOP"-, is to step up the improbability of the reality depictions. Children are taught to disbelieve their senses. They learn not to look, not to mentally engage, until their cognitive functioning and consciousness become overwhelmed. Doo dooby doo goes the dumb down process, fake after fake getting more obvious. Young people somehow understand that it is not OK to ask, and that no adult will be there to help or console them.

At some point overcoming cognition and instincts requires an almost conscious, affirmative buy-in, even for children. The more blatant the deception, the more the conscious mind processes and takes ownership of the adaptation to it and of the deception itself; the more synched in and irretrievably entrenched the adapter becomes, and the more deeply embedded the deception thereby gets. The more children get ratcheted to 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 sanity and survival, at some point the obviousness of the deception does require asking questions. We are at a crossroads. By staying silent, we not so subconsciously decide to adapt and to force adaptation of youth with us. For an adult, failure to question becomes complicity in the crimes and cover up. Adapting to false reality constructs becomes part of our identity as we become complicit in the next deception ever more outrageous. As they get older, children know deep down that by following their "protectors", they are betraying their human nature for truth and their opportunity to become and blossom in their truth.

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II. THE AMERICAN IRREALITY SHOW for GEN Z

A. Sketchy Stories

Growing numbers of young people across all segments of society are beginning to pull conscious focus on the fact that many if not all of the significant “events” reported to have transpired over the course of their lifetimes involve blatant deceptions filled with comic book suitable absurd impossibilities to which they have been forced to adapt as their reality, with storylines imposed and fiercely defended by those holding themselves out as authorities for young people to trust.

By way of illustration, here are a few of gravest concern to young people:

1. The War on Drugs

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

Evidence-based skeptical young people and adults consider the War on Drugs to be a war on personal freedoms and the right to control what goes into their own body, effectively, a War on Youth with drugs – including a war on their minds, to accept this and other horse laughable nonsense as truth. Using forensic skills which they had to learn largely on their own, they conclude that it is highly likely that the USA effectively controls most of the worldwide production and distribution down to the streets throughout all of America of the most dangerous narcotics. With record-high production of heroin and cocaine now highly centralized in Afghanistan (we “pulled out”, did we?) and Colombia, with mountains of synthetic opiates and related nasties produced by Big Pharma and sanctioned by the FDA and the AMA overflowing medicine cabinets, the result is rotting and ruination of minds, bodies, and futures of American youth.

All this, while we their adult protectors persist with the criminalization of marijuana, a natural herb traditionally employed by peoples everywhere (remember the native American?) for medicinal, meditative, and spiritual purposes. And in so doing, we inevitably present to the children the fuller, nasty portfolio of the state or private pusher man that shatters human body, mind, and aspirations - from dependence to doom.

Perhaps most damning is at the same time, while decrying, ‘what is wrong with those damn kids?’, we sanctify the call for another round of cocktails, slugging the dummy-down into the deadening skull of diminishing consciousness and conscience: what many call the most destructive drug of all, Alcohol - sanctioned, massively worshipped, and ritualistically indulged in, and effectuating a mass crippling of cognitive capabilities and one’s ability and willingness to decipher “stories of the authorities” in the search for reality.

Meanwhile, the Aggravated Pushing of the covid “vaccines” and boosters has served to embed in youth a ‘Just Say Yes’ mentality that would accept the notion that taking drugs including by injection of toxic concoctions is some kind of health solution - while also hiding the fact that the

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vaccines have become prime suspect in the exploding number of “Unknown Cause” Sudden Deaths suddenly erupting all around us. And now even being acknowledged by the Medicators as causing serious heart conditions in Youth. How is a kid supposed to suck up to that beating? Always smiling? Any chance he could open the investigation, with our help?

2. Ay, Corona!

Let’s remember that the mainstream “Covid-19” storyline, from government and unified press:

There is an invisible airborne virus on the loose. It has innumerable new variants coming at us. They cause serious and deadly disease which spreads through communities by person-to-person “contagion”. Government must impose restrictive measures on everyone, like isolation, distancing and masking. All those measures were safe, effective and necessary to “mitigate the spread” and protect health - and were legal, too. The Final Solution consists of ongoing *ad infinitum* vaccination for all members of the public. And those health authorities can even force you to comply if it comes down to it.

Significant evidence-based Youth, in joining with independent, professional adult dissent, insist to the contrary:

“covid” [always lowercase] is nothing but grand delusion, deception, and subjugation, nothing but concocted “covidScam”. Not one aspect of that core covid narrative holds up to the simplest evidentiary scrutiny. Announced covid casualty rates were wildly manipulated and overstated. Most if not all of the medical testing, treatments and therapeutics are seriously flawed and fraudulent, of absolutely no value, and in many cases, seriously dangerous to health. All of the government-imposed Measures have been exceptionally destructive to mental and physical health, especially in children. Claimed “covid symptoms” are causally connected not to some swirling virus but to other agents of illness which have been ignored or hidden. covid vaccines are of no health value whatsoever but instead are exceptionally dangerous, especially to children, ravaging body and mind and sickening, crippling and killing many, in soaring numbers. In other words, covid is nothing less than a savage and unending beating, at the hands of . . .

The same evidence-based skeptics, young and old alike, further insist that covidScam underscores the fact that the American healthcare system is in a state of shock. All the basics of human health the natural way have been set aside, scorned, and even criminalized, as defined modern medicine uncovers more and more physical and mental diseases and disorders for youth requiring a battery of Big Pharma medications that serve only to buckle and disintegrate young bodies and minds. With every childhood “disorder” there is already a pharmacological solution. And the results: American health care for children and adults is, by any measure, by far the worst and most expensive of any nation ever.

What say about the sanity of criminally condemning marijuana while demanding submission of children to state injections? ‘Teacher, where can we go to talk about this stuff?’

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3. 5G good for you

The main storyline goes that 5G is a communications marvel with negligible or no toxic impact on man and nature. While attracted to internet access and speed, growing numbers of disenchanted youth are joining the legions of highly credentialed, independent experts who insist that 5G is a ‘surveillance and control’ military technology that emits extremely dangerous microwave radiation which is sickening, crippling, and killing youth, irreparably damaging and in short order destroying cognitive and reproductive functioning in any all-systems breakdown. And when the young child’s hand is raised, “Teacher, what do those towers beam, and why were they given preferred treatment during covid to continue expanding the installations on mountain tops and valley floors? Why then were we the children were forced indoors, isolated, distanced, and no hugging grandparents? And all choked out and poisoned too, under those government orders of Masking? Who did that to us, and why, teacher, why?”

4. ‘Climate change is real’/ ‘Chemtrails are not a thing’.

The succinct storyline we push on young people goes,

‘We are running out of oil and gas, plus carbon fuels have ruined our otherwise beautiful environment, triggering a permanent change in climate that will destroy the planet and all life in short order.’

The solution, we/they say, is to aggressively switch to “renewable energy” sources, forever clean and green to the rescue: Wind, solar, geothermal, and other that make up about 10% of total energy sources today will boot oil and gas aside, in short order. These same climate sophisticates amongst us wholeheartedly and heatedly deny the existence of other contributors to our abounding environmental wreckage, shouting out with special zeal and glee, “Chemtrails Are Not A Thing!”.

Evidence-based skeptical young people, and others, keep pointing up, responding with, “Oh, baby” . . . A nation looking down on the handhelds and never again up to see and ask respectfully, “What the hell is that they keep spraying up there, almost every day now, everywhere?” . . . Call it ice crystals forever, and no concern about the cumulative nanoparticle toxicity for youth of metals, polymers, and surfactants showing up in soil and air testing that are being inhaled with every breath below which also, they insist, comprise the most devastating contributor to ongoing climate deterioration.

Those sorts of young people further insist that “renewables” are far more expensive and environmentally ravaging than fossil fuels and that oil and gas consumption will continue unabated as essential to the mining, manufacturing, and operation of the “renewable” systems – and that Big Oil is also the big money behind Big Renewable. “Waaa” goes the Younger Child, even though he doesn’t yet know why.

Given the seriousness of this challenge, and the insisting voice of youth deprived of any outlet on this also, would not a sane society demand exceptionally close examination before dumping on

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them a tired narrative being pushed so officiously by the vested interests and covered up so frantically and tidily by school boards, mayors and city councilors?

5. Moon Landing, NASA and the whole “space program”

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

Forensically inclined, evidence-based skeptical Youth (‘In America, is it OK for them to be that way?') insist No Such Thing, any of it: Nothing but made up of Flash Gordon-caliber fiction that provides yet another massive source of government funds forever outside the purview of their taxpaying parents, in the hands of suspected racketeers who have that chokehold on American minds and destiny.

As it turns out, kids are not that easy to fool. Let’s see the evidence, they insist. What say we or thee? Nada?

6. Our spherical, spinning earth

We must know that this point, any mainstream storyline on any topic, however strongly believed to be true by however many millions, over however many decades or even centuries, that today is being challenged by a meaningful number of persons, young and old alike, must as a matter of sanity and survival be allowed free and full discourse and debate.

Many young inquirers sense that the mainstream response that derogatorily labels them “Flat Earthers” has been so vitriolic and nothing but ad hominem/ “conspiracist” attacks so as to reek of yet another fraudulent reality construction being embedded into the Fearing Mind of the Masses. What a way to work with young people, to demean and intimidate. Another off-limits topic, is it? What possibly could be so dangerous or fearful about carefully examining the evidence together with them?

How hard is it to procure for them a photo or video taken from A-Deck of The Starship, if they are up there and have that 20th century technology called camera with them? Or is it state secret? How about just doing something simple with the honest, young inquirers, like working up the Earth Curvature Math, to help them “get it right”? Or is it better for them just to be ridiculed and scorned?

Let’s remember the words of Mark Twain:

In the beginning of change, the patriot is a scarce man, and brave, and hated and scorned. When his cause succeeds, the timid join in, for then it costs nothing to be a patriot.

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What would it be like to be a young person today who looks around and finds himself to be the only one on higher, patriot ground?

7. Cheap food

The story goes,

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

Growing numbers of evidence-based skeptical youth and adults insist that all of that has backfired hugely, that most of American farmland has been stripped of natural nutrients and severely toxified and is now producing grains and animals and ultimately American food loaded with glyphosate and other deadly poisons that are ravaging children and families, causing serious illnesses and early deaths with attendant staggering costs in “health care”. They further insist that when measured by honest accounting, American food is the most expensive “per nutrient” of any country in history, the reality of which is being hidden by colluding profiteer-racketeers in industry and government. They also point that with elimination of the junk food foisted on Youth (80% of the grocery store?), there would be plenty of capacity in American farms to produce truly healthy organic food whose true cost would be far less than our current food cost, net of the massive reduction in healthcare expenses for illness attributable to poisoned food.

Don’t we owe it to Youth to do the math with them? How might doing so affect their mental health?

8. Mass shootings

The Young Mind inquiring about this story is courageous, indeed.

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

Evidence-based skeptical Youth, having grown beyond weary of the messaging and ‘active shooter’ drills, and growing deeply suspicious of everything, are asking a simple question:

How is it that all of these reported mass shootings have one striking thing in common, specifically, the absence of any courtroom admissible evidence that might support the storyline:

No death certificates. No red stuff anywhere. No desperately screeching ambulances. No security camera or cell phone videos of the crime unfolding or of people shot up dead or wounded. No screaming of the injured and dying. No gunshots heard. No desperately

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grieving parents. No survivors in shock. No hospital information nor arrival scenes. No professional cleanup crews at the site. Nothing but third-hand reports containing hearsay on hearsay on hearsay (Note: Some Youngsters are learning what hearsay means).

From this, these young, evidence-based "questioners" raise the prospect that mass shootings are being fabricated by those with agendas of deception, subjugation, and terror, to get the masses to knuckle under at their bark, to accept whatever is said to be reality regardless of the blatant absence of evidence.

The intent also, they suggest, is to create in the masses 2d Amendment fear and loathing around sacking the guns from law-abiding citizens as well as to silence dissent, even to the point where fact-based questioning of an establishment storyline is universally condemned as a form of Domestic Terrorism rather than welcomed as dissenting free speech essential to truth and democracy. These same Young Questioners point out that the stunning Absence of Evidence suggests that Americans may not be so hostile, racist, or trigger-happy, but rather, may be respectful and appreciative of each other's differences and exceptionally responsible when it comes to the exercise of Second Amendment rights.

Wouldn't this matter be something important to sort out forensically and openly with young people, so many of whom now suffer from Active Shooter Fear Syndrome whose symptoms aggravate every time they approach The Institution of Learning?

What does it mean for a nation's sanity and survival when the nature of the subject is depicted as so sensitive as to condemn and foreclose legitimate public inquiry into chronicles of terror so factually sketchy and improbable yet reported in lockstep unison by all channels? As stressed earlier, the fact that government, certain law enforcement, and the unified media "authority" insists it happened, 'right over there', is irrelevant in the search for sanity. Evidence only, the Young and Courageous insist. Is it OK for them to forensically inquire, and where and to whom?

On their own, again, are they, and now themselves suspects?

B. Why We Don't Confront Falsity

Sadly, for many if not most American adults, human cognition has been badly eroded if not disintegrated. We have lost the ability to detect even the most blatant deceptions. Whether due to the incessant pounding of Big Lie propaganda, wireless radiation, the myriad of "stabilizing" meds, vaccines, toxified GMO foods, obesity, or the daily dumbing down dose of booze, the net result is Cognition Deleted and Will Overwhelmed. At this point, everything and anything by way of manipulated reality is possible to pull off.

Young and old victims instinctively know that the truth being hidden could well be extremely horrific such that they don't want to understand it - and then the next chronicle gets even more incredible and more horrific.

Amidst all this, the young and inquiring history buff wonders if this is not exactly what CIA Director William Casey envisioned and intended when he touted, way back in 1981,

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

Eh? Can we help these youngsters?

C. The Problem with Proclaiming

We Americans are great at expressions of sympathy and support for the notion of mental illness abounding all around us, and worsening every day it seems, according to the messaging. We are especially sensitive (we say) to Youth in our midst who are coming undone in varying fashions for varying reasons or none whatsoever, whom we determine to have mental health issues warranting the classification of mentally ill or disordered. Witness ‘Proclamations’ across the land like ‘Mental Health Awareness Month’ and funding of organizations like NAMI. But the more we fund, the broader and deeper mental illness in Youth rampages. And the notion that Awareness of Mental Health might mean looking at what is at the root of ‘individual aberration’ in Youth, specifically, the shrieking insanity of The Proclaimer? – “Nevermore”.

For young people who cannot hold up to the deception, whose souls will simply not be corrupted into compliance with increasingly demented and numbing Irreality, and who can’t see their way through it, being classified by Normal World as mentally ill, disturbed, or disordered, is an ignorant affront that aggravates “illness” and ducks the fundamental causation, specifically, the mental illness of an adult world that would so readily accept and adapt to obvious falsity that leads to their demise – and require kids to do likewise.

We must not look to the methods of the sick society as a prescription for “recovery” of young people who don’t fit into the “normalized” modality. Young people are discovering that The Proclaimer of sensitivity only wants to drum in the dummy down, a game no child of any age should be forced to play, and that those adults purporting to understand and come to the rescue are often the most sick - and dangerously incompetent to boot.

By classifying youth who struggle with the insane turbulence as “depressed”, “ill” or “disturbed”, We Normal seek to keep our world confined and avoid coming to grips with our own complicity in the perpetration and coverup of underlying falsities. We sacrifice our youth, our most vulnerable and in need of protection, by not so subtly pressuring them to surrender their precious uniqueness in order to “fit in” to the fundamentally crazed, “normalized” world. We are content to enchain them to the false paradigm, for life, well knowing that in so doing, we sabotage their human potential and destiny. And how about generations to follow?

In fact, expressions of sensitivity to the plight of the young, depressed, and disturbed serve only exacerbate their suffering while shielding the complicity of The Proclaimer. Those doing the loudest proclaiming win by being on the inside; the status quo serves them – ‘We are the normal and you (child or adult) are the mentally ill’, when the truth is the opposite. This “sensitivity” is a false front which serves to castigate and confine Children while shielding the culpability of the proclaiming society from facing their grave disorder of sucking up the deception.

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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.

The truth is, adult health authorities consider those youngsters who do not go along with Deception Central, who are intent on seeing through the fog being churned up constantly, to be the sickest and most in need of our help. But for those not able to adapt to a crazed society and who break up trying – does that make them crazy or, more kindly, ‘suffering from mental health problems’?

For many young people, the culture of false, ‘consensual reality’ does not work. Among this group we sometimes find youngsters, perhaps of greater integrity and sensitivity than the majority, who are incapable of accepting the cultural opiate, while at the same time they are not strong and healthy enough to live soundly “against the stream”. The net result might be skewed and aberrational behavior we call mental disorder, but the great craziness is the desperately out of order society compelling dishonest adaptation.

So it is, the child who is seen as most aberrational as defined by the doctors of normalcy may be the most healthy and sane of all. For is not Depression a natural and logical, biochemically based sensitivity or awareness, at a not so subconscious level, of the existential void and absence of meaning and insanity implicit in being compelled to adapt to a societal order based on massive deception and coverup of crippling crimes and shenanigans?

From the first moment of life, the human being is trained to deny his senses, perceptions, and instincts for survival and to trust and substitute in their place fabricated and false reality constructs. The sense of falsity together with the inability to address it and the need to conform and adapt is the seed of their Troubles.

Let’s be clear, we proclaim sensitivity to mental illness, to those who are “strange”, yet when a Child who never will be mainlined cries out in the dark, asks to look at what is real, we seek to shun and silence, to discourage and scourge their lonely voice. And when Children see the Aberrant and the Extraordinary being so scorned, they learn to stay mainstream, confined - if they can hold up to it.

Importantly, the most vulnerable to the twisting are the children of parents who have consciously and hypocritically adapted to the twisted falsity. Kids can detect and see through, but it becomes a guide they in turn will follow, their illness aggravated by the not so subconscious knowledge that it is the parent who betrayed them.

Many experts insist that the “aberrational expressions” of Youth must be allowed to express and engage for any hope of their sanity and survival tied to truthful, evidence-based reality. Can’t we do that for them?

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D. Those Madly Mummifying Meds

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

By any definition, psychotropic drugs are big business, *and the industry sees the strongest business growth potential to be diagnosing and medicating exploding numbers of “mentally ill” children.* The notion is that unwanted behavior or the troubled state of mind can best be addressed by altering brain chemistry with a pill. The end goal is to stabilize and normalize the suffering, aberrant Youth to some degree of comfort and more “ordered” functioning in society.

The “aberrant” Youth, 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 “deviance”, of course with our stoutest sympathies.

And never do we raise the prospect that the accepted adult addiction to alcohol may be prime suspect. No child in distress or bona fide search should ever face an adult caretaker whose boozy intoxication reeks disinterest and lack of care.

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 upsets and cripples the body’s natural balancing processes, including cognition itself. We medicate away even the capability to detect and inquire into Irreality’s causative madness.

Meanwhile, by any measure, the more funding that is dedicated to it, the worse is the state of mental health, in youth and adults. Few “diagnosed” and “medicated” young people ever “get better” and off the meds. Many who attempt to do so experience difficult and dangerous withdrawal. According to the medicators, typically over time ‘conditions can be expected to deteriorate’, requiring new and better, more sophisticated (and stronger) cocktails, each not quite sufficient, so the story will go, to repair the disintegrating human organism. In reality, the more diagnosed and medicated children are, the more disconnected and disintegrated they become.

Sadly, that which is deemed aberrant by the American Madness is often where the real brilliance and inspiration is, youth fighting for the human spirit to survive and blossom - yet too often abandoned, without real home, left all alone, and hope fading if not gone long ago.

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IV. THE CHILD'S WAY HOME

- 1) Build natural foundations of health - Immerse children in sleep and the wonder of dreaming. Exercise rigorously in sunlight, bare feet rooted in soil whenever possible. Invest in best water purification systems that remove fluoride and other toxicities. Clean up the food - nothing but fresh and organic (healthy soil/ healthy gut) - and lose the FDA approved junk food (most of the grocery store). Get control of your body. Lose the obesity.
- 2) Get children off all altering meds, including all psychotropics. Use the medical industry as emergency backup only. Cut back "health care" insurance coverages; invest instead in health building.
- 3) Call out and end alcohol stupidity. That means you, too. Model the right thing.
- 4) Build core discipline and balance of body, mind and spirit starting at the youngest ages. Train martial arts rigorously. Protect and build cognitive skills.
- 5) Stop imposing belief systems and build evidence-based reality verification tools for all ages. Encourage them not to trust but instead to challenge every storyline, especially coming from history's grandest fabricators, to accept nothing as reality unless it holds up to rigorous evidentiary scrutiny. Teach them common law rules of evidence and the basics of logic and probabilities, and how to apply them in their area of inquiry.
- 6) Educate and train (all ages) on the core US Constitutional (Bill of Rights) protections of individual freedoms and, ultimately, sanity and survival that must never be compromised. Model and insist on free speech challenge and dissent. *Embed in all children the understanding that no governmental entity at any level has the right to impose restrictions on Inalienable Rights as it sees fit.* This includes the right to breathe, gather and speak freely and the right not to be coerced to inject drugs or to be subjugated to any false narrative that involves them losing their liberties or life without full Due Process of Law, the most important and distinguishing protection of we free people.
- 7) Pull children out of government schools now –enough of the fake realities, freakish social agendas, and the threat of real or fabricated mass shooting. Build education systems that teach how to critically think, not to recite facts. Refund education tax money to parents to help them with home schooling and other education alternatives.
- 8) Expose and eliminate the most blatant toxicities poisoning children's body, mind and psyche, that have persisted in our community, despite continuous public pressure for many years on our government authorities to address:
 - a) Round up the Roundup. Get the glyphosate off and out of lawns, forests, rivers. Support legal actions by farmers and consumers to end the poisoning of American farms and food, and bodies and brains.

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- b) Stop 5G Fast. Demand full explanation from government and telecoms on health risks connected with the towers that beam and what we can do to minimize or terminate.
 - c) Strip Search the Elephant in the Sky, to out and end the toxic aerosol spraying involved with government weather modification programs denied or deceptively misnamed “cloud seeding”.
 - d) Put That Needle Down! Shutdown and come to the aid in the vaccine killing fields, finally admitted by the pushers to be damned dangerous to youth.
- 9) Expose the historical Big Lies, and account to the victims for the terror of our ways. Run “out and outta here” all public officials who fell for and imposed covidScam and its massively mangling measures, in suppression of truth and vile violation of law and Constitution.
- 10) Treasure and protect the uniqueness of those “troubled” young people (the majority at this point?) who cannot or will not adapt to any Madness. Spare them the mental health proclamations. Free them to free expression of their human potential tied to truthful reality. And provide them the outlets for free speech expression and investigation in a community that embraces and treasures rather than condemns and silences respectful dissent, discussion and debate on the most important and controversial subjects, especially if they are deemed “sacred cows” by vested interests and would-be tyrants.

In this regard, attached are two artistic “Best Breaking News” submissions from the era of covidScam: “BUCHENWALD HIGH”, a lament for what might have been, and “FLY, FLY AWAY” depicting a nightmarish future world for the Young Child that must never happen.

Final thoughts -

With regard to this “Youth Behavioral Health Initiative”, I applaud good intentions on the part of many who seek to come to the aid. However, one wonders, how is it that Saint Luke's medical institution and Boise State University are the ones leading the way? And what is up with the notion of a five-year contract between the two, funded by Saint Luke's - and government too? To conduct annual surveys of the state of mental health in youth, or the degree of collapse thereof? Don't these folks understand that the need is now and immediate?

Suspicion has also been raised about the recent emergence across the country of all these “schools of public and population health” in our universities, many with the same curriculum seemingly lacking any rigorous psychological content. In looking at the curriculum of the degrees offered in those schools, where is the substance academically or otherwise? The skeptical, existentially troubled young person might ask, what good is all this? Maybe lots - if they implement the upstream plan.

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Without intending offense, and with sincere appreciation for the caring efforts of many in the medical establishment over the years, the major medical institutions including St. Luke's are under increasing public scrutiny for the failures of the many health measures and treatments on which they were insisting during covid. At least until the extent of government funding to such institutions is made transparent, there is and should be hesitancy about possible conflict of interest on projects like this going forward.

I ask responsible servants in government, education, and health care, to *distribute this document broadly, to young people everywhere*, be they troubled or soon to be, or just 'all good'. Let's implement the "upstream measures" - and then re-do the mental health surveys.

And so it is, the American destiny, of sustainable health and happiness for young people: We hold it in our hands. Protect it. Embrace it. Insist on it. As Marcus Aurelius put it, so long ago yet so applicable today: "What we do now will echo in eternity."

I hope you understand.

Sincerely,

James Hungelmann

Ketchum

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BUCHENWALD HIGH

2021

[Guitar to the tune of “*San Quentin*”]

“Hi, my name is Johnny Cash. Buchenwald High. I hope you understand.”

Wood River, you've been living hell to me.
You've locked us down since March of twenty-twenty.
I've seen them come and go and I've seen their spirits die -
And long ago I stopped asking why.

Wood River, I hate every inch of you.
You've cut me, and you've scarred me through and through.
And I'll walk out a wiser, weaker man -
Mister school board man, you can't understand.

Wood River, what good do you think you do?
Do you think I'll be different when you're through?
Your covidScam has triggered our last stand -
Choke out our breath and treat us like the damned.

Wood River, you killed the joy of youth.
Do you think we buy any of your untruths?
You bend my heart and mind, and you warp my soul;
Your stone walls and minds turn my blood a little cold.

Wood River, may you rot and burn in hell;
May your walls fall down and may we live to tell.
May all the county forget you ever stood,
And all the country regret you did no good.

Wood River, I hate every inch of you.

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FLY, FLY AWAY

April 2020

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

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

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

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

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

Participate

From: bob@sunvalleyrealtors.org
Sent: Monday, December 4, 2023 12:00 PM
To: Neil Bradshaw; Courtney Hamilton; Jim Slanetz; Michael David; Amanda Breen
Cc: Participate
Subject: Fee-in-lieu Considerations and Alternatives

Mayor and Ketchum City Council:

This fee-in-lieu calculation may seem simple on its surface, however there are multiple alternatives, all with logical rationale for use, that can be utilized within the existing calculation methodology when determining the correct fee-in-lieu amount to maximize the housing and economic benefits to the City of Ketchum. In the following comments, we will summarize our analysis, and then add additional detail in support of our recommendation.

The majority of scenarios modelled by the City's consultant proved that building according to the provisions of Ordinance 1249 would not be financially feasible. If today's actual market conditions were utilized in the consultant's analyses, all scenarios modelled by the consultant would be infeasible. Any increase in the fee-in-lieu payment will only increase the degree of infeasibility, and increasing the fee-in-lieu by the recommended 65% will be the straw that breaks the back of our construction economy in Ketchum, and could likely prevent local non-real estate business owners from improving their property for the benefit of their businesses. Furthermore, if applications to construct mixed use buildings continue to drop, the primary goals of interim ordinance 1234 and permanent ordinance 1249 (increase the quantity of housing units regardless of cost, and increase downtown vitality) cannot be achieved. In an environment like this, the City should be looking for ways to increase feasibility, not to further reduce it.

To put the \$741 recommended FIL amount into perspective, when it is multiplied by the approximately 1,167 square feet of community housing requirement that results from a 2.25 F.A.R. development on a single 5,500 square foot Ketchum lot, the City is seeking to collect an \$864,747 fee-in-lieu from each project. The negative impact on feasibility, and potentially on the City's goals for downtown Ketchum, is obvious.

We have done extensive work analyzing the components of the fee-in-lieu calculation, which work we have discussed at length with staff, including a 1.5 hour conversation last Friday. Without changing the methodology of how the fee-in-lieu ("FIL" below) calculation is derived, we have provided alternatives that you could, or should, choose to utilize that would reduce the amount of the fee-in-lieu from the recommended \$741 per square foot of required community housing area, **to \$521 per square foot**, a \$220 per square foot, or 30%, reduction. It is then within your purview, as you have done previously, to select some significantly lesser number than this reduced upper limit in recognition of the overriding economic factors outlined below. For example, choosing to use 85% of the revised FIL of \$521 equates to a FIL of \$443 per square foot.

These are the alternative inputs we suggest for use in the existing methodology. They are explained more fully below. As a result of our discussion, I believe staff agrees with our mathematical calculations of the impact of these alternatives, although obviously not with our suggestion that they should be used, leaving you to decide which inputs are most appropriate in furtherance of your housing and economic policy goals:

Summary of Alternatives and Resulting Reduction to FIL per Square Foot:

Use AMI based income limits: **-\$23 per SF**
Use Ketchum Family Size to Determine Correct Income Limits: **-\$47 per SF**
Use Appropriate Analysis Sample Size to Reflect Real Purchase Conditions: **-\$70 per SF**
Eliminate Arbitrary Administrative Fee: **-\$97 per SF**
Total Reduction: -\$237 per SF (%)

Note: The total (-\$237) reduction resulting from using individual alternative inputs in the existing methodology exceeds the combined reduction in FIL stated in paragraph two above (-\$220) because as alternative inputs are utilized the amount of the administrative fee (15% of the total affordability gap per square foot) drops in proportion to the drop in affordability gap resulting from using the alternative inputs.

Probable Economic Impacts of Choosing a new FIL over \$450 per Square Foot:

1. \$741 per square foot exceeds the cost to construct a community home as part of a mixed use project, ensuring that either projects will not go forward at all because this higher FIL cost makes the entire project more infeasible, or if the project proceeds, the community housing units will be built on site. While some on-site community housing construction is desired, having no contributions to the housing fund because it is the more expensive alternative reduces the City's capacity to contribute to the funding of larger affordable housing projects (Bluebird Village, 1st and Washington, etc.), which projects supply more affordable homes more quickly than the quantity resulting from on-site construction.
2. If enacted, due to the 65% increase in FIL amount, development proposals will either i) stop altogether save for owner/user developments with lower or non-existent ROI requirements, as already infeasible conditions as acknowledged by the City's consultant are made worse by a significantly increased FIL, or ii) development will occur at 1.0 F.A.R. or less so that project sponsors can avoid the FIL payment and the minimum residential density requirements of Ordinance 1249. The negative economic impacts on both the public (less property tax revenue) and private sectors, on jobs, housing, and vitality, for decades looking forward, are obvious should this come to pass.
3. At the last TAG meeting, a ratio analysis over time was presented by a TAG member that analyzed the market rate cost for residential units downtown relative to the then existing FIL amount. This analysis showed that a market price for residential top floor units of \$3,000 per square foot would be necessary to support the recommended FIL cost and equate the \$741 FIL amount to the historic ratio between the FIL and market price. Even if this analysis is approximate, it highlights the reality that if development costs increase, those increased costs must be passed on to buyers or projects will not go forward as financial feasibility is reduced or eliminated. What little economic diversity there is in Ketchum housing will be further reduced if this occurs.

Cyclical in Construction Costs will not Sufficiently Offset Infeasibility:

We are advised that assuming that financial infeasibility is a short term problem that will correct itself through reduced cyclical construction and development costs is an incorrect assumption. While there could be some moderation in interest rates in coming years, it is unlikely that the major components of construction cost (labor and materials) will reduce sufficiently to improve feasibility, if at all. Any possible change in land costs resulting from existing landowners' desire to sell due to their unwillingness to invest in Ketchum because of high development costs are also insufficient to materially affect feasibility, as the amount of likely change in land pricing is a relatively small percentage of overall construction costs. In summary, any future change in construction and development costs not controlled by the City are unlikely to offset the finding of development infeasibility, which finding is only worsened by an increase in FIL costs. Again, in order to achieve its housing and vitality goals, the City should be looking for ways to improve development feasibility, not to further reduce it.

Thank you for your consideration of these comments. We respectfully ask you to determine that this is not an appropriate time to increase the fee-in-lieu, and to review this decision in one year, and every year thereafter, to ensure that the correct balance between the cost of development and the City's goals is maintained.

Thank you,

Bob Crosby
Government Affairs Director
Sun Valley Board of REALTORS
208-721-8353

ADDITIONAL DETAIL SUPPORTING FIL CALCULATION INPUTS:

1. **Income Limits.** The \$741 fee-in-lieu recommendation is derived by using of BCHA's income limits table to determine what a community home purchaser can afford (the *Target Affordable Purchase Price* on the worksheet). Unfortunately, the BCHA table is NOT based on Ketchum's Area Median Income, rather it is based on an adjusted set of income limits that HUD calculates in support of its programs for Very Low Income and Low Income (HUD's terms) families. Ketchum's fee-in-lieu calculation is meant to establish the gap between what a hypothetical community housing purchaser can afford based on the BCHA category the family represents, as determined by how its earnings compare to the Area Median Income, not some adjustment to the Area Median Income as is represented now by the recommended FIL amount. Utilizing the true Area Median Income based income limit table would result in **a reduction of the recommended FIL of \$23 per square foot.**
2. **Household versus Family Size.** Staff presently uses the American Community Survey ("ACS" below) estimate of Ketchum's median household size rounded to the nearest whole number to determine which set of income limits from the BCHA table to use to determine the Target Affordable Purchase Price. The most recent estimate for this value is 2.31 people per household resulting in staff using a 2 person household to determine the income limit input. The ACS most recent estimate for Ketchum's median family size is 2.83 people per family, which, if used, when rounded up to 3 persons would result in a higher income limit being used to calculate the Target Affordable Purchase Price. For the record, I have no idea how HUD defines the difference between household and family. It is to you to decide whether the most appropriate measure for this calculation is Ketchum's household, or family, size. If you determine that family size should be used, the result would be **a \$47 per square foot reduction** in the FIL. For what it's worth, to add further confusion as to which input is appropriate for this calculation, HUD's term for what we refer to as Area Median Income is Family Median Income.
3. **Analysis Sample Size:** We think that the FIL calculation would be improved by limiting the analysis sample to those homes that would actually be considered by a community home purchaser, or a body seeking to financially assist a community home purchaser, with ample cushion included to ensure that even the most expensive homes likely to be considered are included. With the 3 bedroom median purchase price in Ketchum during the analysis period being \$1,860,000, and only 3 out of 26 properties in the 3 bedroom category being under \$1,000,000, it is clear that none of these properties would be a viable purchase option for a community home purchaser, as it is extremely unlikely that the affordability gap could ever be funded. However, the 2 bedroom median purchase price is almost \$1 million lower at \$885,000 and 18 of the 25 properties in the 2 bedroom category are priced under \$1,000,000, making this tranche of properties a much more reasonable upper limit for a community home buyer and therefore calculation of the FIL. Furthermore, the median purchase price for the combined set of studio, 1 bedroom, and 2 bedroom homes is \$649,000, establishing this combined data set of 41 properties as the most appropriate for this purpose. The 41 sales within the one year analysis period shows that there is more than enough supply within this up-to-two-bedroom tranche to provide for all probable community housing purchase transactions. Utilizing 2 bedrooms homes as the upper limit for the analysis sample size in recognition that it includes all properties and more that would ever be considered for a community housing purchase **would reduce the FIL by \$70 per square foot.**
4. **Administrative Fee:** This is an arbitrary amount that has no place in the FIL calculation, which calculation is meant to provide the difference between a community home purchaser's target affordable purchase price and the market price for an appropriate home, no more and no less. It is not derived from real estate market data used to determine the affordability gap (the purpose of this exercise), and frankly more closely resembles an arbitrary tax on development activity. Furthermore, the staff report states that it is collected to fund the soft costs of future development, which costs the department does not, and will not incur. As evidenced by Bluebird Village and 1st and Washington, when developing community housing the City partners with an entity that has development expertise, and it is those entities which bear the responsibility and necessity to incur soft costs as part of the development they agree to provide in exchange under those partnership agreements. It is outrageous given these circumstances that for every 1,000 square feet of community housing for which the FIL is paid, the City would collect a \$97,000 fee without having to document that it is actually incurring costs of a similar amount. **Eliminating the administrative fee would reduce the FIL by \$97 per square foot.**
5. **Timeline:** Similar to the logic of using the 5 year average interest rate to provide a FIL amount that is absent mortgage rate market aberrations, it would be reasonable to smooth out the pandemic impact on local real

estate prices by using a similar calculation of the median purchase price over a longer period that would include periods both before and after the pandemic influenced pricing surge. For the purpose of the FIL we would suggest using the same period to calculate median purchase prices as is being used for the interest rate (5 years). **Reduction in FIL \$TBD depending on agreed analysis timeline.**

Bob Crosby
Government Affairs Director
Sun Valley Board of REALTORS
208-721-8353



City of Ketchum

Community Health and Fitness Week Proclamation

- Whereas,** Blaine County and its jurisdictions seek to achieve the best possible health and wellbeing for everyone living in the county; and
- Whereas,** health is much more than the absence of illness; it is the complete state of physical, mental, spiritual and social wellbeing; and
- Whereas,** better health and wellbeing begins in our homes, in our schools, in our workplaces, and in the communities where we live; and
- Whereas,** ensuring better health and wellbeing for all, and by creating programs and services that promote healthy living across our entire community, we will ease pressures on our health care system; and
- Whereas,** it is imperative for civic leaders to recognize and champion efforts aimed at promoting the well-being of residents within their jurisdictions; and
- Whereas,** the elected officials of Blaine County commit to encourage the good health of their constituents; and
- Whereas,** the advent of the New Year traditionally symbolizes a fresh start for many individuals; and
- Whereas,** embarking on the journey of 2024 in a healthy and mindful manner can yield enduring benefits throughout the entire year; and
- Whereas,** Ketchum encourages all residents to explore the various opportunities available for health enhancement including fitness programs and wellbeing activities; and
- Whereas,** in the spirit of communal well-being, may the Community Health and Fitness Week of 2024 inspire us all to embrace healthier lifestyles, paving the way for a year filled with vitality, resilience and well-being.

NOW THEREFORE, I, Neil Bradshaw, Mayor of the City of Ketchum, do hereby proclaim the week beginning with January 1, 2024 as Community Health and Fitness Week to support all community members striving to achieve their New Year's resolutions for health improvement, fostering a community-wide commitment to health and fitness.



City of Ketchum and KURA Special Joint Meeting Minutes

Monday November 13, 2023

4:00pm

Ketchum City Hall

CALL TO ORDER:

Mayor Neil Bradshaw called the meeting to order at 4:00pm. *(00:00:31 in video)*

ROLL CALL CITY COUNCIL:

Present:

Michael David

Jim Slanetz *(via teleconference)*

Amanda Breen

Courtney Hamilton

ROLL CALL KURA:

Present:

Board Chair Susan Scovell

Board Member Gary Lipton

Board Member Casey Burke

Board Member Jim Slanetz *(via teleconference)*

Board Member Amanda Breen

Board Member Tyler Davis Jeffers

Absent:

KURA Vice-Chair Casey Dove

Other attendees:

Suzanne Frick—KURA Executive Director

Jade Riley—City Administrator

Trent Donat—City Clerk & Business Manager, KURA Secretary

Ryan Armbruster—KURA Counsel *(via teleconference)*

Abbey Germain—KURA Counsel *(via teleconference)*

Matt Johnson—City Attorney

Betsy Roberts—Jacobs Engineering

Mark Sindell—GGLO

COMMUNICATION FROM THE MAYOR, CITY COUNSEL AND BOARD OF COMMISSIONERS:

- Mayor Bradshaw introduced Daniel Hansen, new Community Engagement Manager. Congratulated Spencer Cordovano and Tripp Hutchinson on being elected to City Council. *(00:01:09 in video)*

PUBLIC HEARING:

1. **Joint meeting between City Council and the KURA to review and discuss concept designs for the Main Street Rehabilitation Project.** *(00:02:34 in video)*

Introduced by Mayor Neil Bradshaw

Presented by: Jade Riley *(00:03:38 in video)*

Joined by: Mark Sindell *(00:47:21 in video)*

Joined by: Betsy Roberts *(01:01:11 in video)*

Questions by council and board commissioners throughout presentation



Public Hearing Opened *(01:15:26 in video)*

None

Public Hearing Closed *(01:16:02 in video)*

Comments, questions and discussion by Council and Board Commissioners *(01:16:25 in video)*

ADJOURNMENT:

Motion to adjourn: *(01:45:19 in video)*

Motion made Courtney Hamilton; seconded by Casey Burk

Ayes: Gary Lipton, Amanda Breen, Susan Scovell, Courtney Hamilton, Michael David, Jim Slanetz, Tyler Davis-Jeffers, Casey Burk,

Nays: None

Neil Bradshaw – Mayor

ATTEST:

Trent Donat, City Clerk and Business Manager

Susan Scovell, KURA Chair

ATTEST:

Trent Donat, KURA Secretary



CITY OF KETCHUM
MEETING MINUTES OF THE SPECIAL CITY COUNCIL
Monday, November 13, 2023

CALL TO ORDER: (00:00:05 in video)

Mayor Bradshaw called the meeting of the Ketchum City Council to order at 5:52 p.m.

ROLL CALL:

Mayor Neil Bradshaw
Michael David
Amanda Breen
Courtney Hamilton

Absent:

Jim Slanetz

ALSO PRESENT:

Jade Riley—City Administrator
Trent Donat—City Clerk & Business Manager
Carissa Connelly—BCHA Housing Director
Morgan Landers—Director of Planning and Building
Matt Johnson—Ketchum Legal Counsel (*via teleconference*)
Mason Frederickson—BCHA Treasurer (*via teleconference*)
Doug Barrett—BearRock Investments LLC Member/Manager
David Rothrock— BearRock Investments LLC Member/Manager (*via teleconference*)

COMMUNICATIONS FROM MAYOR AND COUNCIL: (00:00:35 in video)

None

CONSENT AGENDA: (00:00:46 in video)

- Item #7 was pulled by Courtney for discussion. She inquired about the reason for an analysis as we are a town with avalanche experience. The item was pulled from the agenda for a later date. (00:01:01 in video)

Motion to approve consent agenda items #2 - #10 excluding #7. (00:02:59 in video)

MOVER: Courtney Hamilton

SECONDER: Amanda Breen

AYES: Michael David, Amanda Breen, Courtney Hamilton

RESULT: ADOPTED UNANIMOUS

PUBLIC HEARING:

None

NEW BUSINESS: (00:03:15 in video)

11. Recommendation to approve Letter of Credit to BCHA for Silvercreek Living

Presented by: Carissa Connelly
Joined by: Doug Barrett *(00:10:43 in video)*
Mason Frederickson

Questions, comments, and discussion by Council and Legal Counsel *(00:12:16 in video)*

Motion to approve executing the Letter of Credit for Silvercreek Living. *(00:18:41 in video)*

MOVER: Courtney Hamilton

SECONDER: Michael David

AYES: Michael David, Amanda Breen, Courtney Hamilton

RESULT: UNANIMOUS

Mayor Bradshaw inquired about the timeline and next steps. Doug Barrett responded.
(00:19:02 in video)

ADJOURNMENT:

Motion to adjourn *(00:20:41 in video)*

MOVER: Amanda Breen

SECONDER: Courtney Hamilton

AYES: Michael David, Amanda Breen, Courtney Hamilton

RESULT: UNANIMOUS

Neil Bradshaw, Mayor

ATTEST:

Trent Donat, City Clerk

Report Criteria:

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

Vendor Name	Invoice Number	Description	Net Invoice Amount	Purchase Order Number
GENERAL FUND				
01-2175-9000 P/R DEDUC PBL--EMP CAF FSA-DC				
NBS-NATIONAL BENEFIT SERVI	CP362410	FSA TOTAL	1,117.69	
Total :			1,117.69	
LEGISLATIVE & EXECUTIVE				
01-4110-2505 HEALTH REIMBURSEMENT ACCT(HRA)				
NBS-NATIONAL BENEFIT SERVI	CP362410	HRA Medical	236.58	
01-4110-2515 VISION REIMBURSEMENT ACCT(HRA)				
NBS-NATIONAL BENEFIT SERVI	958433	FSA & HRA ADMIN FEES OCTOBER 2023	16.75	
NBS-NATIONAL BENEFIT SERVI	CP362410	HRA Medical	158.00	
Total LEGISLATIVE & EXECUTIVE:			411.33	
ADMINISTRATIVE SERVICES				
01-4150-2515 VISION REIMBURSEMENT ACCT(HRA)				
NBS-NATIONAL BENEFIT SERVI	958433	FSA & HRA ADMIN FEES OCTOBER 2023	80.00	
01-4150-3100 OFFICE SUPPLIES & POSTAGE				
GEM STATE PAPER & SUPPLY	1106026-01	LIQUID COFFEE CREAMER	61.77	
US BANK	6235 102523	SAN FRANCISCO BAY COFFEE	148.54	
US BANK	6235 102523	COFFEE MAKER RETURN	118.79-	
US BANK	6235 102523	ENVIRO FRIENDLY UTENSILS BATTERIES EZ WHITE	66.46	
US BANK	6235 102523	OUT TAPE		
US BANK	6235 102523	REPLACEMENT COFFEE MAKER	119.99	
US BANK	9749 102523	TEAM MEETING LUNCH - LA CAB	43.78	
01-4150-4200 PROFESSIONAL SERVICES				
US BANK	2745 102523	FOOD FOR PARKING MEETING - WRAP CITY	119.52	
US BANK	6235 102523	MIXED FRUIT SALAME MUSHROOM BRI RICE	77.27	
PUDDICOMBE, MAUREEN	103123	CRACKERS MINT MILANO PEANUTS		
		FRONT DESK ASSISTANCE - CERTAIN DATES OCT -	737.50	
		NOV 2023		
WESTERN RECORDS DESTRUCT	0671404	OCTOBER 2023 SERVICES	67.00	
VALLEY TEMP SERVICES INC	000087	FRONT DESK ASSISTANCE - OCTOBER 2023	476.00	
		ELIZABETH INSINGER		
VALLEY TEMP SERVICES INC	000090	FRONT DESK ASSISTANCE - NOVEMBER 2023	392.00	
		ELIZABETH INSINGER		
SPEED GOAT TECHNOLOGY LLC	2230093	PHONE UPDATES	1,935.00	
NICOLE SNYDER INTERIORS	300552	INTERIOR UPDATE & IMPROVEMENTS FIRST FLOOR	1,225.00	
		CITY HALL		
ALVEY, ERYN	001	NOVEMBER 2023 - EVENTS PLANNING & KAC	2,000.00	
01-4150-4400 ADVERTISING & LEGAL PUBLICATIO				
US BANK	6235 102523	INDEED JOB POSTING	360.00	

Vendor Name	Invoice Number	Description	Net Invoice Amount	Purchase Order Number
01-4150-4800 DUES, SUBSCRIPTIONS & MEMBERSH				
US BANK	2745 102523	TRELLO RENEWAL	137.50	
01-4150-5100 TELEPHONE & COMMUNICATIONS				
US BANK	5030 102523	8X8 PHONE SERVICE MONTHLY	206.54	
COX BUSINESS	0012401047131	0012401047131901 102723	81.99	
AT&T MOBILITY LLC	287310798935	287310798935X11012023	80.08	
LUMEN	661608766	74754376 102423	.36	
01-4150-5110 COMPUTER NETWORK				
INTEGRATED TECHNOLOGIES	228796	CITY HALL	327.96	
US BANK	5030 102523	CALL-EM-ALL / TEXT-EM-ALL MONTHLY	354.00	
US BANK	5030 102523	ZOOM MEETING RECORDING	2,577.00	
US BANK	5030 102523	MAILCHIMP MONTHLY	213.00	
US BANK	9749 102523	MICROSOFT ONLINE MONTHLY RENEWAL	24.00	
LEAF	15587296	100-6877711-001 110723	1,666.20	
01-4150-5150 COMMUNICATIONS				
US BANK	6235 102523	LATER INV F66FF2AD-0021 / RCPT 2614-1689 STARTER 3	15.00	
US BANK	6235 102523	YOUTUBE PREMIUM	13.99	
SNEE, MOLLY	2325	OCTOBER RETAINER FEE	5,000.00	
01-4150-5200 UTILITIES				
IDAHO POWER	2206452274 10	2206452274 102423	453.60	
IDAHO POWER	2224128120 10	2224128120 102423	786.00	
INTERMOUNTAIN GAS	4491903005 10	44919030005 102523	24.22	
INTERMOUNTAIN GAS	76053745030 1	76053745030 102523	74.24	
01-4150-6510 COMPUTER SERVICES				
CASELLE, INC.	128454	Caselle Support & Maintenance DEC 2023	2,565.00	
Total ADMINISTRATIVE SERVICES:			22,391.72	
PLANNING & BUILDING				
01-4170-2515 VISION REIMBURSEMENT ACCT(HRA)				
NBS-NATIONAL BENEFIT SERVI	958433	FSA & HRA ADMIN FEES OCTOBER 2023	23.20	
01-4170-3100 OFFICE SUPPLIES & POSTAGE				
COPY & PRINT, L.L.C.	794	LAMINATION POUCHES, PENS, POCKETS, NOTEBOOKS	214.48	
US BANK	0172 102523	MAIL	6.95	
US BANK	0172 102523	CARD	6.48	
01-4170-4200 PROFESSIONAL SERVICES				
CLARION ASSOCIATES LLC	9438	CONSULTING PHASE 1 COMP PLAN UPDATE/CODE REWRITE	6,441.25	23128
CLARION ASSOCIATES LLC	9490	CONSULTING PHASE 1 COMP PLAN UPDATE/CODE REWRITE	3,058.75	23128
FORSGREN ASSOCIATES, INC.	223459	Engineering Services	3,797.50	
FORSGREN ASSOCIATES, INC.	223515	Engineering Services	2,906.25	
JACOBS ENGINEERING GROUP, I	D3736801-006	SUPPLEMENTAL STAFFING SUPPORT	4,387.50	23078
01-4170-4210 PROFESSIONAL SERVICES - IDBS				
DIVISION OF OCCUPATIONAL	110123	OCTOBER 2023 BUILDING PERMIT FEES	23,714.25	
DIVISION OF OCCUPATIONAL	110123	OCTOBER PLAN CHECK FEES	16,400.43	

Vendor Name	Invoice Number	Description	Net Invoice Amount	Purchase Order Number
01-4170-4400 ADVERTISING & LEGAL PUBLICATION				
COPY CENTER LLC	2956	NOTICES, POSTCARDS, CARD STOCK ETC	173.71	
COPY CENTER LLC	2972	POSTCARDS, CARD STOCK	113.67	
01-4170-4900 PERSONNEL TRAINING/TRAVEL/MTG				
US BANK	0172 102523	COFFEE WHILE TRAVELING FOR TRAINING	11.28	
US BANK	0172 102523	FOOD FOR TEAM WHILE TRAVELING FOR TRAINING	166.63	
US BANK	0172 102523	HOTEL LODGING FOR TRAINING	364.78	
US BANK	0172 102523	DINNER FOR TEAM WHILE TRAVELING FOR TRAINING	86.44	
US BANK	0172 102523	HOTEL LODGING FOR TRAINING	364.78	
US BANK	0172 102523	AMERICAN PLANNING ASSOCIATION ATTENDANCE	30.00	
US BANK	0172 102523	HOTEL LODGING FOR TRAINING	364.78	
US BANK	0172 102523	HOTEL LODGING FOR TRAINING	370.78	
US BANK	0172 102523	HOTEL LODGING FOR TRAINING	415.90	
01-4170-6910 OTHER PURCHASED SERVICES				
US BANK	0172 102523	MONTHLY RENEWAL FEE TRELLO	25.00	
US BANK	0172 102523	FOOD FOR CONTRACTOR MEETING	272.25	
US BANK	0172 102523	MEAL TRAIN FOR COLLEAGUE OUT OF OFFICE	10.00	
Total PLANNING & BUILDING:			63,727.04	
NON-DEPARTMENTAL				
01-4193-4250 BLAINE CITY TOUR				
US BANK	6235 102523	THE WREN INITIAL DEPOSIT	606.25	
01-4193-4500 1ST/WASHINGTON RENT				
URBAN RENEWAL AGENCY	7375	URA RENT	3,000.00	
01-4193-9910 MERIT/COMPENSATION ADJUSTMENTS				
US BANK	6235 102523	CONDIMENTS & TOPPINGS FOR BURGERS	467.20	
US BANK	6235 102523	BAKED BEANS FOIL FLATWARE PLATES CLAUSSEN PICKLES - RETIREMENT CELEBRATION	117.44	
US BANK	6235 102523	GIFT CARD RETIREMENT GIFT	500.00	
US BANK	6235 102523	GIFT CARD RETIREMENT GIFT	500.00	
01-4193-9930 GENERAL FUND OP. CONTINGENCY				
US BANK	9749 102523	TRANSIT SYSTEMS MOVING	1,877.25	
Total NON-DEPARTMENTAL:			7,068.14	
FACILITY MAINTENANCE				
01-4194-2515 VISION REIMBURSEMENT ACCT(HRA)				
NBS-NATIONAL BENEFIT SERVI	958433	FSA & HRA ADMIN FEES OCTOBER 2023	21.28	
01-4194-3100 OFFICE SUPPLIES & POSTAGE				
US BANK	9988 102523	PENS & SHARPIE HIGHLIGHTERS	20.49	
US BANK	9988 102523	SHARPIES	8.94	
01-4194-3200 OPERATING SUPPLIES				
GEM STATE PAPER & SUPPLY	1107051-01	TRASH BAGS	100.58	
US BANK	9988 102523	COFFEE CUPS COFFEE EMERGEN-C	159.02	
01-4194-3500 MOTOR FUELS & LUBRICANTS				
CHRISTENSEN INC.	1031695	38950 103123	501.69	

Vendor Name	Invoice Number	Description	Net Invoice Amount	Purchase Order Number
01-4194-4200 PROFESSIONAL SERVICES				
ALPINE TREE SERVICE	64100	Tree Removal	1,100.00	
RAINMAKER LANDSCAPING & S	8984	SPRINKLER Blowouts	3,585.00	
AWSI	597131	DRUG TEST SERVICES	51.25	
01-4194-4800 DUES, SUBSCRIPTIONS & MEMBERSH				
US BANK	9988 102523	ISA ARBORICULTURE MEMBERSHIP FEES	305.00	
01-4194-5200 UTILITIES				
CLEAR CREEK DISPOSAL	0001666312	COK SKATE PARK	89.23	
CLEAR CREEK DISPOSAL	0001666313	COK PUMP PARK	343.26	
CLEAR CREEK DISPOSAL	0001666314	COK ROTARY PARK	224.55	
CLEAR CREEK DISPOSAL	0001666316	COK ATKINSONS PARK/TENNIS COURTS	361.21	
CLEAR CREEK DISPOSAL	0001666318	COK WAGON DAYS/TRAILING OF THE SHEEP	145.00	
CLEAR CREEK DISPOSAL	0001666319	COK TRAILING OF THE SHEEP	347.50	
IDAHO POWER	2201272487 10	2201272487 102423	29.83	
IDAHO POWER	2203538992 10	2203538992 102423	69.56	
INTERMOUNTAIN GAS	32649330001 1	130 S 1 AVE	15.45	
INTERMOUNTAIN GAS	65669030002 1	6566900002 102523	15.45	
01-4194-5300 CUSTODIAL & CLEANING SERVICES				
WESTERN BUILDNG MAINTEN	0141753-IN	Monthly Janitorial Service OCTOBER 2023	4,637.00	
01-4194-5900 REPAIR & MAINTENANCE-BUILDINGS				
THORNTON HEATING	59684	THERMOSTAT CHECK-FILTER	404.00	
01-4194-5910 REPAIR & MAINT-491 SV ROAD				
CLEAR CREEK DISPOSAL	0001666317	COK STARBUCKS	1,717.83	
GEM STATE PAPER & SUPPLY	1107051	AIR DISPENSER, TRASH BAGS, SOAP, TISSUE	854.33	
IDAHO POWER	2202522062 10	2202522062 102423	402.82	
INTERMOUNTAIN GAS	17499804809 1	217499804809 102523	27.16	
01-4194-5950 REPAIR & MAINT-WARM SPRINGS PR				
A.C. HOUSTON LUMBER CO.	2310-658144	TARP, ADHESIVE SPRAY	29.98	
A.C. HOUSTON LUMBER CO.	2310-658386	EXTENSION CORD	13.99	
CLEAR CREEK DISPOSAL	0001666315	COK DOG PARK	258.41	
CLEAR CREEK LAND CO. LLC	0000041796	Mobile Storage Rent NOVEMBER 2023	231.00	
IDAHO POWER	2226452353 10	2226452353 102723	95.06	
PLATT ELECTRIC SUPPLY	4050841	CONDUIT, RAC PARTS, COILS	172.94	
CHRISTENSEN INC.	1031695	38950 103123	40.96	
BONNEVILLE BILLING AND COL	1029	ACCT 10353643: WATER DISTRICT 37 INV 1029 06 06p	586.23	
01-4194-6000 REPAIR & MAINT-AUTOMOTIVE EQUI				
RIVER RUN AUTO PARTS	195595	WINTER BLADE	33.90	
RIVER RUN AUTO PARTS	6538-195465	SNOW BRUSH	43.90	
01-4194-6100 REPAIR & MAINT--MACHINERY & EQ				
US BANK	9988 102523	JOHN DEERE HYDRAULIC OIL	24.35	
STOTZ EQUIPMENT	W32772	EQUIPMENT SERVICE, STARTER REPLACEMENT	948.47	
LET'S RIDE	342157	SKIDOO 2018 FWJB	276.64	
HIGH DESERT BOBCAT	P07608	BEARINGS	547.53-	
01-4194-6950 MAINTENANCE				
A.C. HOUSTON LUMBER CO.	2310-658404	UTILITY HEATER	24.99	
A.C. HOUSTON LUMBER CO.	2311-661056	FASTENERS	.59	
CHATEAU DRUG CENTER	2776632	ELECTRIC TAPE GREEN	22.74	
CHATEAU DRUG CENTER	2776677	EXTENSION CORD GREEN	14.22	

Vendor Name	Invoice Number	Description	Net Invoice Amount	Purchase Order Number
COLOR HAUS, INC.	M62B6	GREEN PAINT	49.99	
SILVER CREEK SUPPLY	0013291797-00	PVC COUPLER CABLE SAW	22.18	
US BANK	9988 102523	QUICK CONNECT MALE ELBOW	17.58	
US BANK	9988 102523	CHAINSAW CHAIN LOOP & CHAINSAW BAR FOR STIHL	208.75	
Total FACILITY MAINTENANCE:			18,106.77	
POLICE				
01-4210-2505 HEALTH REIMBURSEMENT ACCT(HRA)				
NBS-NATIONAL BENEFIT SERVI	CP362410	HRA Medical	726.97	
01-4210-2515 VISION REIMBURSEMENT ACCT(HRA)				
NBS-NATIONAL BENEFIT SERVI	958433	FSA & HRA ADMIN FEES OCTOBER 2023	9.80	
01-4210-3100 OFFICE SUPPLIES & POSTAGE				
SAFEWARE, INC	30149657	BOOT TOUNDRA FORCES CSWP	310.26	
01-4210-3500 MOTOR FUELS & LUBRICANTS				
CHRISTENSEN INC.	1031712	39060 103123	260.32	
01-4210-3620 PARKING OPS EQUIPMENT FEES				
CALE AMERICA, INC.	177557	ACTIVE METERS OCTOBER 23	176.01	
01-4210-4200 PROFESSIONAL SERVICES				
INTEGRATED TECHNOLOGIES	228796	POLICE	158.64	
01-4210-5100 TELEPHONE & COMMUNICATIONS				
AT&T MOBILITY LLC	287310798935	287310798935X11012023	175.46	
Total POLICE:			1,817.46	
FIRE & RESCUE				
01-4230-2515 VISION REIMBURSEMENT ACCT(HRA)				
NBS-NATIONAL BENEFIT SERVI	958433	FSA & HRA ADMIN FEES OCTOBER 2023	75.80	
01-4230-3200 OPERATING SUPPLIES FIRE				
ATKINSONS' MARKET	04757819	HAND SOAP, CLOROX	7.45	
GEM STATE PAPER & SUPPLY	1106858	MOP HEADS	9.96	
US BANK	3938 102523	MASTER STEEL PADLOCK	57.39	
US BANK	3938 102523	LAUNDRY DETERGENT	14.15	
US BANK	5219 102523	CRICUT SMART REMOVABLE MATTE VINYL FOR JOY MACHINE	3.12	
US BANK	5219 102523	CRICUT MACHINE & DISH DRYING RACK	84.50	
US BANK	5219 102523	IPHONE CHARGERS	7.49	
US BANK	5219 102523	UPTAB COMPUTER PARTS	24.97	
US BANK	5219 102523	CRICUT SUPPLIES MISC CLEANING SUPPLIES	68.30	
01-4230-3210 OPERATING SUPPLIES EMS				
ATKINSONS' MARKET	04757819	HAND SOAP, CHLOROX	7.45	
BOUNDTREE MEDICAL	85139437	GLOVES	107.90	
BOUNDTREE MEDICAL	85141525	IGELS	105.87	
GEM STATE PAPER & SUPPLY	1106858	MOP HEADS	9.96	
NORCO	39026448	D-MEDICAL OXYGEN & HANDLING CHARGE	125.48	
NORCO	39079852	CYLINDER RENTAL	78.12	
US BANK	3938 102523	LAUNDRY DETERGENT	14.14	
US BANK	3938 102523	MASTER STEEL PADLOCK	57.38	

Vendor Name	Invoice Number	Description	Net Invoice Amount	Purchase Order Number
US BANK	5219 102523	IPHONE CHARGERS	7.50	
US BANK	5219 102523	UPTAB COMPUTER PARTS	24.98	
US BANK	5219 102523	CRICUT SUPPLIES MISC CLEANING SUPPLIES	68.29	
US BANK	5219 102523	CRICUT MACHINE & DISH DRYING RACK	84.49	
US BANK	5219 102523	CRICUT SMART REMOVABLE MATTE VINYL FOR JOY MACHINE	3.12	
PRIMARY PHARMACEUTICALS	NO S33928	EMS MEDS- ADENOSINE	916.10	
01-4230-3500 MOTOR FUELS & LUBRICANTS FIRE				
CHRISTENSEN INC.	1031565	37267 103123	348.77	
01-4230-3510 MOTOR FUELS & LUBRICANTS EMS				
CHRISTENSEN INC.	1031565	37267 103123	348.76	
01-4230-4200 PROFESSIONAL SERVICES FIRE				
US BANK	5219 102523	ADOBE ANNUAL SUBSCRIPTION	119.94	
01-4230-4210 PROFESSIONAL SERVICES EMS				
US BANK	3938 102523	GARMIN SERVICE INV DL32037703	48.65	
US BANK	3938 102523	SHARPS COMPLIANCE CREDIT FROM 7/18/23 PURCHASE	11.88-	
US BANK	5219 102523	ADOBE ANNUAL SUBSCRIPTION	119.94	
01-4230-4910 TRAINING EMS				
US BANK	3938 102523	EMT RECERTIFICATION APPLICATION FEE	5.00	
Saint Alphonsus	FDN-11000-46	11 REGISTRATIONS TRAUMA CONFERENCE	2,750.00	
01-4230-4920 TRAINING-FACILITY				
CLEAR CREEK DISPOSAL	0001666311	219 LEWIS ST - TRAINING FACILITY	63.45	
01-4230-5100 TELEPHONE & COMMUNICATION FIRE				
COX BUSINESS	0012401049446	0012401049446101 102823	124.13	
01-4230-5110 TELEPHONE & COMMUNICATION EMS				
INTEGRATED TECHNOLOGIES	228796	FIRE	50.95	
COX BUSINESS	0012401049446	0012401049446101 102823	124.13	
01-4230-5200 UTILITIES				
IDAHO POWER	2226144497 10	2226144497 102623	1,614.47	
INTERMOUNTAIN GAS	26223127833 1	26223127833 102523	124.15	
01-4230-6000 REPAIR & MAINT-AUTO EQUIP FIRE				
W.S. DARLEY & CO.	17504068	INTAKE VALVE	2,100.13	
LARSEN FIRE APPARATUS SERVI	3060	ANNUAL PUMP TESTING	1,215.00	
US BANK	5219 102523	TILT SWIVEL SLIDE MOTION ADAPTER	159.38	
US BANK	5219 102523	FIRE VEHICLE EQUIP - MOUNTING BRACKETS LED MAP LIGHT ACCESSORY POCKET ETC	168.93	
KARL MALONE FORD HAILEY	13557	PART FOR REAR DOOR REPAIR- SQUAD	3.25	
01-4230-6010 REPAIR & MAINT-AUTO EQUIP EMS				
RIVER RUN AUTO PARTS	6538-195415	HITCH PIN FOR R1 & U1	17.90	
US BANK	5219 102523	CHOKE LEVER	21.20	
US BANK	5219 102523	DMV REGISTRATION	10.75	
US BANK	5219 102523	TILT SWIVEL SLIDE MOTION ADAPTER	159.38	
US BANK	5219 102523	FIRE VEHICLE EQUIP - MOUNTING BRACKETS LED MAP LIGHT ACCESSORY POCKET ETC	168.93	
KARL MALONE FORD HAILEY	13557	PART FOR REAR DOOR REPAIR- SQUAD	3.25	

Vendor Name	Invoice Number	Description	Net Invoice Amount	Purchase Order Number
01-4230-6100 REPAIR & MAINT--MACHINERY & EQ				
RIVER RUN AUTO PARTS	195599	SHOP SUPPLIES	13.50	
01-4230-6110 REPAIR & MAINT--MACHINERY & EQ				
RIVER RUN AUTO PARTS	195599	SHOP SUPPLIES	13.50	
01-4230-6200 REPAIR & MAINT--FACILITY				
PIPECO, INC.	S5255354.001	PVC PIPE	49.52	
US BANK	5219 102523	OXICLEAN	14.98	
US BANK	5219 102523	HVAC FILTERS	135.80	
US BANK	5219 102523	BISSELL REVOLUTION HYDROSTEAM PET CARPET CLEANER	349.99	
Total FIRE & RESCUE:			12,399.76	
STREET				
01-4310-2505 HEALTH REIMBURSEMENT ACCT(HRA)				
NBS-NATIONAL BENEFIT SERVI	CP362410	HRA Medical	136.61	
01-4310-2515 VISION REIMBURSEMENT ACCT(HRA)				
NBS-NATIONAL BENEFIT SERVI	958433	FSA & HRA ADMIN FEES OCTOBER 2023	34.92	
NBS-NATIONAL BENEFIT SERVI	CP362410	HRA Medical	715.28	
01-4310-3200 OPERATING SUPPLIES				
D & B SUPPLY INC.	11543	WORK BOOTS	184.99	
D & B SUPPLY INC.	11544	WORK PANTS x 3	143.97	
D & B SUPPLY INC.	56224	WORK SHIRTS & PANTS	211.93	
D & B SUPPLY INC.	67109	WORK PANTS SHIRTS & BOOTS	315.94	
GRAINGER, INC., W.W.	9878229476	TORQUE MULTIPLIER & TOOL BOX	395.12	
NAPA AUTO PARTS	167094	BLUE SHOP TOWELS	51.96	
NORCO	39150021	WELDING ROD	158.50	
NORCO	39158349	TWECO NOZZLES INSULATOR CONTACT TIP - PARTS FOR SHOP WELDER	223.84	
PLATT ELECTRIC SUPPLY	4050969	CREDIT MEMO - RETURNED CONDUIT	30.66-	
01-4310-4900 PERSONNEL TRAINING/TRAVEL/MTG				
LOCAL HIGHWAY TECHNICAL A	T210182023W	T2 Center Classes	120.00	
LOCAL HIGHWAY TECHNICAL A	T210192023RS	T2 Center Classes	120.00	
01-4310-5100 TELEPHONE & COMMUNICATIONS				
INTEGRATED TECHNOLOGIES	228796	STREETS	119.56	
01-4310-5200 UTILITIES				
INTERMOUNTAIN GAS	32649330001 1	200 E 10 ST	171.48	
INTERMOUNTAIN GAS	32649330001 1	911 WARM SPRINGS	41.13	
INTERMOUNTAIN GAS	49439330009 1	49439330009 102523	19.06	
01-4310-6000 REPAIR & MAINT--AUTOMOTIVE EQU				
NAPA AUTO PARTS	166939	BROOM, PEAK ALL IN ONE	41.70	
01-4310-6100 REPAIR & MAINT--MACHINERY & EQ				
A.C. HOUSTON LUMBER CO.	2311-659170	FLAT WASHER	7.14	
CLEARWATER POWER EQUIPME	52559	F550 SANDER PARTS	248.73	
FASTENAL COMPANY	IDJER108895	HARDWARE FOR OSHKOSH PLOWS	58.87	
GRAINGER, INC., W.W.	9878229476	TORQUE MULTIPLIER & TOOL BOX	93.18	
KENWORTH SALES COMPANY	01205W4896	DUMP TRUCK AXLE REPAIR	1,120.11	
SRM-KODIAK AMERICA LLC	K1755	SHEAR PINS FOR BLOWERS	674.90	
NAPA AUTO PARTS	166854	FITTINGS/PARTS	35.82	

Vendor Name	Invoice Number	Description	Net Invoice Amount	Purchase Order Number
PIPECO, INC.	S5280889.001	VALVE FOR PELICAN	24.59	
RIVER RUN AUTO PARTS	195614	HEADLIGHT HALOGEN	7.98	
TRUCKPRO, LLC	275-0010751	Parts for DUMP TRUCK TARPS	137.87	
WESTERN STATES CAT	IN002581752	CUTTING EDGE FOR SNOW BUCKETTS	8,682.40	
JACKSON GROUP PETERBILT	308251JP	WINTER FUEL TREATMENT	65.94	
COMMERCIAL TIRE	09-159343	DUMP TRUCK TIRES	591.18	
01-4310-6910 OTHER PURCHASED SERVICES				
CINTAS	4173380965	BLACK MATS	21.60	
CINTAS	5183328343	MEDS & SUPPLIES REPLENISHED FOR FIRST AID BOX	144.28	
01-4310-6930 STREET LIGHTING				
IDAHO POWER	2200749261 10	2200749261 102623	515.29	
IDAHO POWER	2201013857 10	2201013857 102423	5.31	
IDAHO POWER	2203855230 10	2203855230 102423	20.28	
IDAHO POWER	2204535385 10	2204535385 102423	32.85	
IDAHO POWER	2206773224 10	2206773224 102423	10.71	
IDAHO POWER	2207487501 10	2207487501 102423	8.31	
IDAHO POWER	2208316659 10	2208316659 102423	12.47	
01-4310-6950 MAINTENANCE & IMPROVEMENTS				
A.C. HOUSTON LUMBER CO.	2311-662261	DRIVEWAY MARKER ORANGE	95.80	
A.C. HOUSTON LUMBER CO.	2311-662535	NAILS & BIT DRILL BLKOX	11.89	
COLOR HAUS, INC.	P3Q3B	PREMIUM DYNAFLEX GRAY CAULK FOR GEORGIA FENCE REPAIR	6.99	
WALKER SAND AND GRAVEL	1249882	IMPORT DIRTY FILL	130.86	
WALKER SAND AND GRAVEL	1252734	IMPORT DIRTY FILL	215.82	
Total STREET:			16,156.50	
RECREATION				
01-4510-2515 VISION REIMBURSEMENT ACCT(HRA)				
NBS-NATIONAL BENEFIT SERVI	958433	FSA & HRA ADMIN FEES OCTOBER 2023	16.50	
NBS-NATIONAL BENEFIT SERVI	CP362410	HRA Medical	300.00	
01-4510-3100 OFFICE SUPPLIES & POSTAGE				
GEM STATE PAPER & SUPPLY	1108196	PURELL FOAM SOAP	198.48	
01-4510-3200 OPERATING SUPPLIES				
GEM STATE PAPER & SUPPLY	1107746	ENMOTION TOWEL EPA COMPLIANT BROWN	141.56	
01-4510-3250 RECREATION SUPPLIES				
US BANK	7926 102523	ART & OFFICE SUPPLIES FROM JANE'S CREDIT/REFUND (INCL TAX)	80.61-	
US BANK	7926 102523	TUBBS BERRY FARM ADMISSION & APPLE BUCKETS	123.00	
US BANK	7926 102523	ICE CREAM CONES & SHAKES	35.69	
US BANK	7926 102523	ART & OFFICE SUPPLIES FROM JANE'S (INCL TAX)	80.61	
US BANK	7926 102523	ART & OFFICE SUPPLIES FROM JANE'S W/O TAX	76.05	
US BANK	7926 102523	CINNAMON ROLL HOT CHOCLATES TEAS TO GO	59.92	
US BANK	7926 102523	MIRACLE HOT SPRINGS ADMISSION	165.36	
US BANK	7926 102523	GOGGLES & POOL TOYS	355.61	
01-4510-3300 RESALE ITEMS-CONCESSION SUPPLY				
ATKINSONS' MARKET	03772227	VANILLA EGGS ORANGES BANANAS	36.59	
ATKINSONS' MARKET	03772797	MORSELS FD CLB VEGETABL & CLB ALL PURP	18.39	
ATKINSONS' MARKET	04758167	FINISH POWERBALL ONIONS HONEYDEW	27.30	

Vendor Name	Invoice Number	Description	Net Invoice Amount	Purchase Order Number
01-4510-4200 PROFESSIONAL SERVICE				
INTEGRATED TECHNOLOGIES	228796	PARKS	16.41	
01-4510-6100 REPAIR & MAINT--MACHINERY & EQ				
US BANK	7926 102523	ELECTRIC RANGE & RANGE POWER CORD	681.32	
Total RECREATION:			2,252.18	
Total GENERAL FUND:			145,448.59	
WAGON DAYS FUND				
WAGON DAYS EXPENDITURES				
02-4530-3200 OPERATING SUPPLIES				
US BANK	6235 102523	WIX.COM	30.00	
Total WAGON DAYS EXPENDITURES:			30.00	
Total WAGON DAYS FUND:			30.00	
GENERAL CAPITAL IMPROVEMENT FD				
GENERAL CIP EXPENDITURES				
03-4193-7135 MAIN STREET REHAB				
COPY CENTER LLC	2962	MAIN ST POSTCARDS & MAILER	243.07	
US BANK	2745 102523	FOOD FOR MEETING - KB'S	162.22	
03-4193-7220 RECYCLING				
IRISH ELECTRIC	10423	LEWIS ST CARDBOARD COMPACTOR ELECTRIC	6,222.40	
Total GENERAL CIP EXPENDITURES:			6,627.69	
FACILITY MAINT CIP EXPENDITURE				
03-4194-7100 LITTLE PARK UPGRADES				
US BANK	9988 102523	ADA SWING SEAT	673.51	
03-4194-7160 TOWNE SQUARE DESIGN SCOPE				
COPY CENTER LLC	2974	RECYCLING CENTER CLOSED POSTERS	230.00	
Total FACILITY MAINT CIP EXPENDITURE:			903.51	
FIRE & RESCUE CIP EXPENDITURES				
03-4230-7115 FIREFIGHTIN EQ (TOOLS)				
US BANK	5219 102523	HAVIS MOUNTING COMPONENT	656.34	
03-4230-7125 RESCUE (CITY PROVIDED)				
US BANK	3938 102523	BATTERY CHARGER W/ USA CABLE	104.99	
US BANK	5219 102523	SPECIALIZED BATTERY INCLUDING ROCKGUARD	578.00	
03-4230-7130 PPE (TURNOUT GEAR)				
CURTIS TOOLS FOR HEROES	INV757844	TURNOUTS-MCCONNELL	3,024.30	
Total FIRE & RESCUE CIP EXPENDITURES:			4,363.63	

Vendor Name	Invoice Number	Description	Net Invoice Amount	Purchase Order Number
Total GENERAL CAPITAL IMPROVEMENT FD:			11,894.83	
ORIGINAL LOT FUND				
ORIGINAL LOT TAX				
22-4910-6060 EVENTS/PROMOTIONS				
US BANK	6235 102523	PUMPKINS FOR CARVING CONTEST AT CITY HALL	65.27	
ROAD WORK AHEAD TRAFFIC S	TS-21951	TRAILING OF THE SHEEP TRAFFIC CONTROL	5,000.00	
22-4910-6070 SVED				
SUN VALLEY ECONOMIC DEVEL	1468	Q2 2023	3,750.00	
SUN VALLEY ECONOMIC DEVEL	1520	Quarterly Services	3,750.00	24007
22-4910-6080 MOUNTAIN RIDES				
MOUNTAIN RIDES	12357	TRANSPORTATION SERVICES FY2024	66,333.34	24006
MOUNTAIN RIDES	12359	TRANSPORTATION SERVICES FY2024	66,333.34	24006
Total ORIGINAL LOT TAX:			145,231.95	
Total ORIGINAL LOT FUND:			145,231.95	
ADDITIONAL1%-LOT FUND				
ADDITIONAL 1%-LOT				
25-4910-4220 SUN VALLEY AIR SERVICE BOARD				
SUN VALLEY AIR SERVICE BOA	110123	SEPTEMBER MOS 2023	141,716.53	
Total ADDITIONAL 1%-LOT:			141,716.53	
Total ADDITIONAL1%-LOT FUND:			141,716.53	
COMMUNITY HOUSING				
COMMUNITY HOUSING EXPENSE				
54-4410-2515 VISION REIMBURSEMENT ACCT(HRA)				
NBS-NATIONAL BENEFIT SERVI	958433	FSA & HRA ADMIN FEES OCTOBER 2023	13.15	
54-4410-3200 LIFT TOWER LODGE OPERATIONS				
US BANK	7309 102523	LAMP SHADE SHEET SET QUILT BLANKETS	155.67	
US BANK	7309 102523	CAN OPENER NOFLT S/Q AE MAX MP Q	236.81	
US BANK	7309 102523	TV SEALY QN FN MATTRESS	868.10	
US BANK	7309 102523	GEL LED 180-DEG 2-HD	39.98	
COX BUSINESS	0012401037719	0012401037719502 101823	81.99	
54-4410-4200 PROFESSIONAL SERVICES				
US BANK	5030 102523	8X8 HOUSING DEPT	17.81	
US BANK	5030 102523	ZOOM HOUSING WEBINAR	71.36	
US BANK	7309 102523	DOCUSIGN SUBSCRIPTION - BCHA PURCHASE	240.00	
US BANK	7309 102523	FIRST CLASS LARGE ENVELOPE DELIVERY - BCHA PURCHASE	97.30	
US BANK	7309 102523	MASTER LEASE AGREEMENT WITH HIGH COUNTY MOTEL - BCHA PURCHASE	68.95	
NESTED STRATEGIES	1162	HOUSING PHILANTHROPY	187.50	20638
54-4410-5110 COMPUTER NETWORK				
US BANK	7309 102523	PROLINE HDMI CABLE & UNIVERSAL USB-C DOCK - BCHA PURCHASE	278.33	

Vendor Name	Invoice Number	Description	Net Invoice Amount	Purchase Order Number
54-4410-5200 LIFT TOWER LODGE UTILITIES				
CLEAR CREEK DISPOSAL	0001666310	COK LIFT TOWER LODGE	278.67	
INTERMOUNTAIN GAS	08335990225 1	08335990225 102523	90.23	
54-4410-5900 LIFT TOWER LDG REPAIR & MAINT				
PLATT ELECTRIC SUPPLY	4050776	CONDUIT, RIGID LL, RIGID LB, STRAP, EMPT COMP, ETC	384.18	
PLATT ELECTRIC SUPPLY	4064020	TYM RLL RIGID LL	46.85	
Total COMMUNITY HOUSING EXPENSE:			3,156.88	
Total COMMUNITY HOUSING:			3,156.88	
WATER FUND				
WATER EXPENDITURES				
63-4340-2515 VISION REIMBURSEMENT ACCT(HRA)				
NBS-NATIONAL BENEFIT SERVI	958433	FSA & HRA ADMIN FEES OCTOBER 2023	16.50	
63-4340-3100 OFFICE SUPPLIES & POSTAGE				
BUSINESS AS USUAL INC.	163850	OFFICE SUPPLIES	57.13	
63-4340-3120 DATA PROCESSING				
BILLING DOCUMENT SPECIALIS	91225	Statement Processing for Utility Billing - W	582.63	
63-4340-3200 OPERATING SUPPLIES				
A.C. HOUSTON LUMBER CO.	2311-664313	Heater Tank Top Single Burner	111.97	
CINTAS	4172576938	110 River Ranch Rd - Admin	10.89	
CINTAS	4172576938	110 River Ranch Rd - Water	31.19	
D & B SUPPLY INC.	11217	WORK PANTS & SHIRTS	130.97	
D & B SUPPLY INC.	64635	WORK PANTS & SHIRTS	232.89	
D & B SUPPLY INC.	74608	Work Shirts	102.96	
LUTZ RENTALS	148693-1	20 LB LP TANK	60.00	
63-4340-3500 MOTOR FUELS & LUBRICANTS				
CHRISTENSEN INC.	1031568	37271 - WATER	287.10	
CHRISTENSEN INC.	398623	37271 - WATER	2,369.49	
63-4340-4200 PROFESSIONAL SERVICES				
AWSI	585082	DRUG TEST SERVICES	51.25	
PTC INC	10535975	ALLEN-BRADLEY SUITE- Q-1824420	578.00	24003
63-4340-4300 STATE & WA DISTRICT FEES				
IDAHO DEPT. OF ENVIRONMENT	20240002165	Underground Storage Tank Fee	186.00	
IDAHO DEPT. OF ENVIRONMENT	CI5071	Public Drinking Water System Annual Fee Assessment	7,800.00	
63-4340-4900 PERSONNEL TRAINING/TRAVEL/MTG				
US BANK	5198 102523	RECERTIFICATION RENEWAL	30.00	
US BANK	5198 102523	VALVE & HYDRANT MAINTENANCE	150.00	
US BANK	5198 102523	RECERTIFICATION RENEWAL	30.00	
US BANK	5198 102523	RECERTIFICATION RENEWAL	30.00	
63-4340-5100 TELEPHONE & COMMUNICATIONS				
INTEGRATED TECHNOLOGIES	228796	110 RIVER RANCH RD- WATER	36.90	
AT&T MOBILITY LLC	28731885311X	287318858311 - Water	90.57	
63-4340-5200 UTILITIES				
DIG LINE	0072684-IN	Monthly Fee - W	92.62	

Vendor Name	Invoice Number	Description	Net Invoice Amount	Purchase Order Number
IDAHO POWER	2202458903 10	2202458903 - 110 RIVER RANCH RD OPTC	451.52	
IDAHO POWER	2203658592 10	2203658592 - WELLS & BOOSTERS	8,721.44	
IDAHO POWER	2206786259 10	2206786259 - 110 RIVER RANCH RD ADMN	25.59	
INTERMOUNTAIN GAS	32649330001 1	110 RIVER RANCH RD A	26.08	
OHIO GULCH TRANSFER STATIO	269380	Asphalt Dlrt Lumber	315.90	
OHIO GULCH TRANSFER STATIO	269391	Asphalt Dlrt Lumber	239.40	
OHIO GULCH TRANSFER STATIO	269428	Asphalt Dlrt Lumber	279.60	
OHIO GULCH TRANSFER STATIO	269436	Asphalt Dlrt Lumber	78.30	
OHIO GULCH TRANSFER STATIO	270692	Clean Wood Waste	5.00	
63-4340-6000 REPAIR & MAINT-AUTO EQUIP				
RIVER RUN AUTO PARTS	195504	DS-RX ANRI GEL	94.82	
RIVER RUN AUTO PARTS	195740	AGC 3AG 250V BOX 2A	4.95	
63-4340-6100 REPAIR & MAINT-MACH & EQUIP				
SILVER CREEK SUPPLY	0013454501	GLYCOL PREMIXED RHOGARD, STR COUPLER PEP COMP X MNPT	739.15	
Total WATER EXPENDITURES:			24,050.81	
Total WATER FUND:			24,050.81	
WASTEWATER FUND				
WASTEWATER EXPENDITURES				
65-4350-2515 VISION REIMBURSEMENT ACCT(HRA)				
NBS-NATIONAL BENEFIT SERVI	958433	FSA & HRA ADMIN FEES OCTOBER 2023	39.20	
65-4350-3100 OFFICE SUPPLIES & POSTAGE				
BUSINESS AS USUAL INC.	163850	OFFICE SUPPLIES	57.12	
65-4350-3120 DATA PROCESSING				
BILLING DOCUMENT SPECIALIS	91225	Statement Processing for Utility Billing - WW	582.63	
65-4350-3200 OPERATING SUPPLIES				
ATKINSONS' MARKET	09659293	DIST WATER	53.15	
CINTAS	4172576938	110 River Ranch Rd - Admin	10.90	
CINTAS	4172576938	110 River Ranch Rd - Wastewater	63.92	
D & B SUPPLY INC.	10090	WORK PANTS & SHIRTS	141.95	
INTEGRATED TECHNOLOGIES	228796	110 RIVER RANCH RD- WW	36.90	
UPS STORE #2444	MMN7FR54Q9	WATER SAMPLES	18.74	
UPS STORE #2444	MMN7FR5CG	WATER SAMPLES	14.33	
US BANK	5198 102523	BANDAIDS	18.11	
65-4350-3500 MOTOR FUELS & LUBRICANTS				
CHRISTENSEN INC.	1031567	37270 - WASTEWATER	185.75	
CHRISTENSEN INC.	398622	37270 - Wastewater	3,896.08	
65-4350-3800 CHEMICALS				
UNIVAR SOLUTIONS USA INC	51621552	Tote, UNIVAR COAGULANT 1160 (ACH) 3000# NET	.92	24030
UNIVAR SOLUTIONS USA INC	51621552	Tote, UNIVAR COAGULANT 1160 (ACH) 3000# NET	11,039.08	24030
UNIVAR SOLUTIONS USA INC	51621552	TRANSPORTATION SURCH	99.08	
65-4350-4200 PROFESSIONAL SERVICES				
ANALYTICAL LABORATORIES, I	2307868	Biosolids Monitoring, Wastewater Monitorng	717.40	
ROBERTS ELECTRIC	09591	WASTEWATER - Rake Motor repair	637.50	
ROBERTS ELECTRIC	09594	WASTEWATER - Rake Motor repair	629.23	
ROBERTS ELECTRIC	09637	WASTEWATER - Rake Motor repair	350.00	

Vendor Name	Invoice Number	Description	Net Invoice Amount	Purchase Order Number
AWSI	585082	DRUG TEST SERVICES	51.25	
AWSI	597131	DRUG TEST SERVICES	85.75	
PTC INC	10535972	ALLEN-BRADLEY SUITE- Q-1816003	578.00	24004
65-4350-4900 PERSONNEL TRAINING/TRAVEL/MTG				
US BANK	5198 102523	TRAINING BOOKS	114.35	
US BANK	5198 102523	TRAINING BOOKS	126.35	
65-4350-5200 UTILITIES				
IDAHO POWER	2202703357 10	2202703357 102023	.00	
IDAHO POWER	2206786259 10	2206786259 - 110 RIVER RANCH RD ADMN	25.58	
INTERMOUNTAIN GAS	32649330001 1	110 RIVER RANCH RD GRIT BLDG	67.49	
INTERMOUNTAIN GAS	32649330001 1	110 RIVER RANCH RD SLUDGE LOADING BLDG	15.45	
INTERMOUNTAIN GAS	32649330001 1	110 RIVER RANCH RD C	74.92	
INTERMOUNTAIN GAS	32649330001 1	110 RIVER RANCH RD A	26.08	
INTERMOUNTAIN GAS	58208688554 1	58208688554 - 110 RIVER RANCH RD MECHANICAL BAR SCREE	15.45	
65-4350-6000 REPAIR & MAINT-AUTO EQUIP				
NORTHWEST EQUIP SALES MAC	58297TS	WW TANKER / TRAILER REPAIR	7,724.45	24032
65-4350-6100 REPAIR & MAINT-MACH & EQUIP				
US BANK	5198 102523	RETAINER STANDARD & BRUSH SEAL	305.82	
US BANK	5198 102523	FIRE EXTINGUISHER MOUNT BIRD SCARE TAPE	20.28	
US BANK	5198 102523	GROUNDING LIGHTED CORD END REPLACEMENT & INDUSTRIAL GRADE PLUG	41.70	
US BANK	5198 102523	TUBING FOR POLY	149.36	
65-4350-6900 COLLECTION SYSTEM SERVICES/CHA				
ANALYTICAL LABORATORIES, I	2307868	Biosolids Monitoring, Wastewater Monitorng	91.00	
D & B SUPPLY INC.	38429	WORK PANTS & SHIRTS	187.95	
DIG LINE	0072684-IN	Monthly Fee - WWC	92.63	
S. ERWIN EXCAVATION INC	23-774	SEWER SERVICE REPAIR	5,738.00	24005.1
FERGUSON ENTERPRISES, LLC	0871741	10X14 SDR35 PVC GJ SWR PIPE, CI PVC COUPS	424.72	
CHRISTENSEN INC.	1031567	37270 - WW COLLECTIONS	101.54	
Total WASTEWATER EXPENDITURES:			34,650.11	
Total WASTEWATER FUND:			34,650.11	
WASTEWATER CAPITAL IMPROVE FND				
WASTEWATER CIP EXPENDITURES				
67-4350-7813 CAPITAL IMP PLAN(NO SHARING)				
HDR ENGINEERING, INC.	1200570858	TASK ORDER #5 - SEWER COLLECTION MASTER PLAN	20,836.90	23007
Total WASTEWATER CIP EXPENDITURES:			20,836.90	
Total WASTEWATER CAPITAL IMPROVE FND:			20,836.90	
PARKS/REC DEV TRUST FUND				
PARKS/REC TRUST EXPENDITURES				
93-4900-5910 WARM SPRINGS PRESR-RESTORATION				
COPY CENTER LLC	2962	DISC GOLF POSTER	106.00	
NESTED STRATEGIES	1162	WARM SPRINGS PRESERVE PHILANTHROPY COUNSEL	4,187.50	20638

Vendor Name	Invoice Number	Description	Net Invoice Amount	Purchase Order Number
93-4900-6710 LITTLE PARK				
MASON'S TROPHIES & GIFTS	102486	BRONZE PRECISION TOOLED PLAQUE - PLAY EQUIPMENT	465.34	
Total PARKS/REC TRUST EXPENDITURES:			4,758.84	
Total PARKS/REC DEV TRUST FUND:			4,758.84	
DEVELOPMENT TRUST FUND				
DEVELOPMENT TRUST EXPENDITURES				
94-4900-8105 JADALLAH - 400 & 402 SAGE				
JADALLAH, JORDAN	110723	PERFORMANCE BOND RETURN	60,000.00	
Total DEVELOPMENT TRUST EXPENDITURES:			60,000.00	
Total DEVELOPMENT TRUST FUND:			60,000.00	
Grand Totals:			591,775.44	

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

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					
ADMINISTRATIVE SERVICES					
01-4150-3100 OFFICE SUPPLIES & POSTAGE					
COPY & PRINT, L.L.C.	866	PAPER CLIPS 5 MNTH CALENDAR DESK CALENDAR GLOBAL PAPER	469.04		0
01-4150-4200 PROFESSIONAL SERVICES					
GALENA-BENCHMARK ENGINE	1123-030	FIELD SURVEY, ROAD DESIGN, TOPO MAPPING ECT	4,965.00		0
KETCHUM COMPUTERS, INC.	20008	ADMINISTRATION	4,333.50		0
SENTINEL FIRE & SECURITY, IN	93660	ORE WAGON MONITORING	98.50		0
BACKGROUND INVESTATION B	INV-36968	Background Checks	27.45		0
AWSI	574827	ANNUAL RENEWAL FEE	295.00		0
BEST DAY HR	45258	SALARY MARKET REVIEW & JOB DESCRIPTION REVIEW / REVISE	763.25		0
BEST DAY HR	45258	SALARY MARKET REVIEW & JOB DESCRIPTION REVIEW / REVISE	2,931.25	23117	0
BEST DAY HR	45258	PERSONNEL DISCUSSIONS	2,581.25		0
BD CONSULTING LLC	2024-02	FINANCIAL CONSULTING SERVICES	680.00	23048.1	0
NICOLE SNYDER INTERIORS	300567	DESIGN DEVELOPMENT, MEETINGS, PROCUREMENT	921.25		0
01-4150-5100 TELEPHONE & COMMUNICATIONS					
CENTURY LINK	2087265574240	2087265574240b 111323	71.28		0
SYRINGA NETWORKS, LLC	23NOV0313	020303 110123	1,600.00		0
SYRINGA NETWORKS, LLC	23NOV0313	020303 110123	650.00		0
US BANK	4026 102523	STATE FIRE OF IDAHO - ANNUAL SERVICE FIRE EXT & WALL MT BKT	190.00		0
COX BUSINESS	0012401047131	0012401047131901 112523	81.99		0
COX BUSINESS	0012401050589	0012401050589901 110623	172.99		0
01-4150-5110 COMPUTER NETWORK					
KETCHUM COMPUTERS, INC.	20008	ADMINISTRATION HARDWARE	3,691.80		0
01-4150-5150 COMMUNICATIONS					
SNEE, MOLLY	2326	NOVEMBER 2023 MONTHLY RETAINER FEE	5,000.00		0

Vendor Name	Invoice Number	Description	Net Invoice Amount	Purchase Order Number	GL Activity Number
01-4150-5200 UTILITIES					
IDAHO POWER	2203990334 11	2203990334 111023	27.61		0
IDAHO POWER	2206570869 11	2206570869 111023	5.41		0
IDAHO POWER	2224128120 11	2224128120 112123	771.40		0
IDAHO POWER	2260077785 11	2260077785 111023	386.36		0
INTERMOUNTAIN GAS	31904030009 1	31904030009 102523	52.84		0
SYRINGA NETWORKS, LLC	23NOV0313	020303 110123 (LATE FEE REIMBURSEMENT)	294.31		0
01-4150-6500 CONTRACTS FOR SERVICES					
S & C ASSOCIATES LLC	2927-2940	2927, 2928, 2935, 2936, 2937, 2938, 2939, 2940	1,727.00		0
Total ADMINISTRATIVE SERVICES:			32,788.48		
LEGAL					
01-4160-4200 PROFESSIONAL SERVICES					
WHITE PETERSON LAW FIRM	24892R 103120	GENERAL CITY ADMIN	16,500.00		0
01-4160-4270 CITY PROSECUTOR					
ALLINGTON, ESQ., FREDERICK	120304	Monthly Prosecutor Payment	3,883.33		0
Total LEGAL:			20,383.33		
PLANNING & BUILDING					
01-4170-4200 PROFESSIONAL SERVICES					
KETCHUM COMPUTERS, INC.	20008	PLANNING & BUILDING	976.50		0
CLEARMINDGRAPHICS	5445	GRAPHIC DESIGN-HISTORIC PRESERVATION HANDBOOK	1,468.75		0
S & C ASSOCIATES LLC	2927-2940	ENGINEERING SERVICES	1,396.00		0
01-4170-4210 PROFESSIONAL SERVICES - IDBS					
DIVISION OF OCCUPATIONAL	113023	NOVEMBER 2023 BUILDING PERMIT & PLAN CHECK FEES	8,012.01		0
01-4170-4220 PROF SVCS-FLOOD PLAIN PROG REM					
HARMONY DESIGN & ENGINEE	23061	18018 KETCHUM SAP REVIEW THROUGH 06302023	1,509.50		0
HARMONY DESIGN & ENGINEE	23422	18018 KETCHUM SAP REVIEW THROUGH 10312023	382.50		0
01-4170-6910 OTHER PURCHASED SERVICES					
ATKINSONS' MARKET	04762088	COKES, LA CROIX	18.52		0

Vendor Name	Invoice Number	Description	Net Invoice Amount	Purchase Order Number	GL Activity Number
Total PLANNING & BUILDING:			13,763.78		
NON-DEPARTMENTAL					
01-4193-9930 GENERAL FUND OP. CONTINGENCY					
HDR ENGINEERING, INC.	1200568747	2022 ON-CALL SERVICES AS DIRECTED	2,215.00		0
Total NON-DEPARTMENTAL:			2,215.00		
FACILITY MAINTENANCE					
01-4194-3200 OPERATING SUPPLIES					
A.C. HOUSTON LUMBER CO.	2307-611497	WASP & HORNET SPRAY	25.98		0
A.C. HOUSTON LUMBER CO.	2311-670081	MEDIUM LINED WATER RESISTANT COWHIDE GLOVE	22.99		0
GEM STATE PAPER & SUPPLY	1108121	TRASH BAGS	24.96		0
01-4194-3500 MOTOR FUELS & LUBRICANTS					
CHRISTENSEN INC.	1033574	38950 111523	445.43		0
01-4194-4200 PROFESSIONAL SERVICES					
KETCHUM COMPUTERS, INC.	20008	FACILITIES MAINTENANCE	148.50		0
EARTH & STRUCTURES	10176	SCULPTURE REMOVAL TO WASTE TREATMENT FACILITY	740.00		0
01-4194-4220 PROF SERV-CITY BEAUTIFICATION					
WEBB LANDSCAPING	K-IN-188196	CHRISTMAS TREE	399.99		0
01-4194-5200 UTILITIES					
CLEAR CREEK DISPOSAL	0001674928	0001674928 5 112723	10.00		0
CLEAR CREEK DISPOSAL	0001674929	0001674929 6 112723	106.10		0
CLEAR CREEK DISPOSAL	0001674931	0001674931 8 112723	263.50		0
IDAHO POWER	2203313446 11	2203313446 111023	5.31		0
01-4194-5910 REPAIR & MAINT-491 SV ROAD					
CLEAR CREEK DISPOSAL	0001674932	958891 9 112723	1,717.83		0
IDAHO POWER	2202522062 11	2202522062 112123	485.92		0
US BANK	4026 102523	STATE FIRE OF IDAHO - ANNUAL SERVICE FIRE EXT AND WALL MT BKT	159.00		0
COX BUSINESS	0012401034971	0012401034971402 112223	143.00		0

Vendor Name	Invoice Number	Description	Net Invoice Amount	Purchase Order Number	GL Activity Number
01-4194-5950 REPAIR & MAINT-WARM SPRINGS PR					
A.C. HOUSTON LUMBER CO.	2311-662573	BIT STEP DRILL, BIT HOLDER, PHILLIPS BIT	56.32		0
CLEAR CREEK DISPOSAL	0001674930	958891 7 112723	233.41		0
PIPECO, INC.	S5285361.001	PINK MARKING PAINT	24.47		0
01-4194-6000 REPAIR & MAINT-AUTOMOTIVE EQUI					
LES SCHWAB	11700837842	2004 GMC SIERRA REPAIRS	1,035.72		0
RIVER RUN AUTO PARTS	195857	RAIN-X DE-ICER	9.95		0
RIVER RUN AUTO PARTS	196002	OIL FILTERS AIR FILTERS LUBE SPIN-ON OUTER & INNER AIR ELEMENT ETC	723.32		0
01-4194-6100 REPAIR & MAINT--MACHINERY & EQ					
RIVER RUN AUTO PARTS	195670	OIL SEAL, BEARINGS	39.92		0
RIVER RUN AUTO PARTS	195898	LIGHTER PLUG	8.95		0
HIGH DESERT BOBCAT	P07666	HARNESS BEACON	137.45		0
01-4194-6950 MAINTENANCE					
A.C. HOUSTON LUMBER CO.	2307-610807	SMOOTH SPIKE	30.25		0
A.C. HOUSTON LUMBER CO.	2308-617208	HEX BOLTS FLAT WASHER & NYLON LOCKNUT	3.55		0
A.C. HOUSTON LUMBER CO.	2308-621613	SMOOTH SPIKE	22.00		0
A.C. HOUSTON LUMBER CO.	2309-628629	PLATIC BUCKET & 5 GAL LEAKTITE PLASTIC LID	67.68		0
A.C. HOUSTON LUMBER CO.	2311-666245	TIMBERR SCREW POWERLOCK TAPE	72.42		0
A.C. HOUSTON LUMBER CO.	2311-666642	STAPLES	10.38		0
A.C. HOUSTON LUMBER CO.	2311-667717	ICE MELT	199.95		0
A.C. HOUSTON LUMBER CO.	2311-670936	GORILLA TAPE	12.69		0
CHATEAU DRUG CENTER	2711799	NYLON CONSTRUCTION LINE	11.39		0
CHATEAU DRUG CENTER	2718301	GT 16" WATER WAND	14.24		0
CHATEAU DRUG CENTER	2749527	7/16"X5 SCREW	4.92		0
CHATEAU DRUG CENTER	2767288	PRO HD CAULK GUN	23.74		0
CHATEAU DRUG CENTER	2768584	WD-40	9.49		0
CHATEAU DRUG CENTER	2785337	LED 7BR 30 DIM	17.08		0
Total FACILITY MAINTENANCE:			7,467.80		
POLICE					
01-4210-3100 OFFICE SUPPLIES & POSTAGE					
SAFEWARE, INC	30151904	SALOMON BOOTS	310.26		0
01-4210-3500 MOTOR FUELS & LUBRICANTS					
CHRISTENSEN INC.	1033589	1033589 111523	179.85		0

Vendor Name	Invoice Number	Description	Net Invoice Amount	Purchase Order Number	GL Activity Number
01-4210-3610 PARKING OPS PROCESSING FEES					
DATA TICKET INC	158825	OCTOBER 2023 CHARGES	591.15		0
01-4210-3620 PARKING OPS EQUIPMENT FEES					
US BANK	4026 102523	BATTERY FOR ZEBRA QIN220	37.55		0
01-4210-4200 PROFESSIONAL SERVICES					
KETCHUM COMPUTERS, INC.	20008	KPD	.00		0
KETCHUM COMPUTERS, INC.	20009	OCTOBER 2023 KPD COMPUTER TECH WORK	1,350.00		0
01-4210-4250 PROF.SERVICES-BCSO CONTRACT					
BLAINE COUNTY CLERK/RECOR	201070	BCSO Law Enforcement Services	155,178.70		0
01-4210-5100 TELEPHONE & COMMUNICATIONS					
CENTURY LINK	2087267848105	2087267848 105B 111323	163.95		0
01-4210-6000 REPAIR & MAINT--AUTOMOTIVE EQU					
RIVER RUN AUTO PARTS	196000	BATTER FOR CSO VEHICLE	389.95		0
Total POLICE:			158,201.41		
FIRE & RESCUE					
01-4230-3200 OPERATING SUPPLIES FIRE					
BUSINESS AS USUAL INC.	163938-2	4x6 PRINTS	5.00		0
INTEGRATED TECHNOLOGIES	228857	107 SADDLE RD	9.22		0
01-4230-3210 OPERATING SUPPLIES EMS					
BOUNDTREE MEDICAL	85159043	LUCAS STRAPS	647.96		0
BUSINESS AS USUAL INC.	163938-2	4X6 PRINTS	5.00		0
GEM STATE PAPER & SUPPLY	1108121	TRASH BAGS	24.95		0
INTEGRATED TECHNOLOGIES	228857	107 SADDLE RD	9.23		0
NORCO	39080709	CYLINDER RENTAL	190.65		0
NORCO	39203506	D-MEDICAL OXYGEN & HANDLING CHARGE	93.31		0
HENRY SCHEIN	56490024	NALOXONE & ATROPINE	217.96		0
HENRY SCHEIN	58789533	CUFFS, MEDS, EXTENTION SETS	789.73		0
HENRY SCHEIN	59253553	INSYTE AUTOGUARD, IV CATHETERS	240.98		0
HENRY SCHEIN	59998546	IGEL SIZE 2	17.46		0

Vendor Name	Invoice Number	Description	Net Invoice Amount	Purchase Order Number	GL Activity Number
01-4230-3500 MOTOR FUELS & LUBRICANTS FIRE					
CHRISTENSEN INC.	1033481	37267 111523	205.97		0
01-4230-3510 MOTOR FUELS & LUBRICANTS EMS					
RIVER RUN AUTO PARTS	195910	A21 OIL CHANGE	66.32		0
CHRISTENSEN INC.	1033481	37267 111523	205.96		0
01-4230-4200 PROFESSIONAL SERVICES FIRE					
KETCHUM COMPUTERS, INC.	20008	FIRE & RESCUE	1,053.00		0
01-4230-4910 TRAINING EMS					
QUINDLEN, COLLEEN	110823	NREMT RECERTIFICATION	25.00		0
01-4230-4920 TRAINING-FACILITY					
CLEAR CREEK DISPOSAL	0001674927	219 LEWIS ST - TRAINING FACILITY	63.45		0
01-4230-5100 TELEPHONE & COMMUNICATION FIRE					
MTE COMMUNICATIONS	056983 100123	CREDIT	.30-		0
SYRINGA NETWORKS, LLC	23NOV0313	020303 110123	475.00		0
VERIZON WIRELESS	9947644615	842054354-00001 102323	104.47-		0
AT&T MOBILITY LLC	287307161044	287307161044 102323	301.72		0
01-4230-5110 TELEPHONE & COMMUNICATION EMS					
SYRINGA NETWORKS, LLC	23NOV0313	020303 110123	475.00		0
VERIZON WIRELESS	9947644615	842054354-00001 102323	104.47-		0
AT&T MOBILITY LLC	287307161044	287307161044 102323	301.72		0
01-4230-5200 UTILITIES					
IDAHO POWER	2224210258 11	2224210258 110723	51.46		0
01-4230-6000 REPAIR & MAINT-AUTO EQUIP FIRE					
HUGHES FIRE EQUIPMENT, INC.	599245	11/2 SERVICE CALL T1	1,126.12		0
RIVER RUN AUTO PARTS	195708	ENGINE 1 STARTER	28.07		0
01-4230-6010 REPAIR & MAINT-AUTO EQUIP EMS					
LES SCHWAB	11700844837	A22 TIRE SENSOR MAINTENANCE	648.81		0
01-4230-6200 REPAIR & MAINT--FACILITY					
CHATEAU DRUG CENTER	2780823	HANGERS	22.76		0
PIPECO, INC.	S5284510.001	GALVANIZED NIPPLE	62.19		0
PIPECO, INC.	S5284683.001	COUPLING AND NIPPLE	34.98		0

Vendor Name	Invoice Number	Description	Net Invoice Amount	Purchase Order Number	GL Activity Number
01-4230-6920 IDL Fire Reimbursements					
LEE, AMOS	101223	GAS REIMBURSEMENT FOR FIRE DEPLOYMENT	55.73		0
Total FIRE & RESCUE:			7,245.47		
STREET					
01-4310-3200 OPERATING SUPPLIES					
A.C. HOUSTON LUMBER CO.	2311-669540	SNOW PUSHER & FOLDING KNIFE	87.96		4310044
GRAINGER, INC., W.W.	9891786676	FLUID STORAGE CONTAINER STRETCH SPOUT	255.15		4310044
		STUMPY SPOUT MEASURING CONTAINER			
NAPA AUTO PARTS	3975-168915	GASKET MARCH & THREAD SEALANT FOR SHOP	43.18		4310044
NAPA AUTO PARTS	3975-169236	BRAKE CLEANER	20.94		4310044
NORCO	40235750318	TWECO NOZZLE FOR WELDER	6.72		4310044
RIVER RUN AUTO PARTS	195988	JB STIK FOR SHOP	9.95		4310044
01-4310-3400 MINOR EQUIPMENT					
A.C. HOUSTON LUMBER CO.	2311-666306	4-1/2 GRINDER	89.00		4310044
01-4310-3500 MOTOR FUELS & LUBRICANTS					
CHRISTENSEN INC.	1033483	37269 111523	2,062.16		4310044
01-4310-4200 PROFESSIONAL SERVICES					
HIATT TRUCKING, INC.	4784	TRANSPORTED DUMP TK TO KENWORTH JEROME	700.00		4310037
KETCHUM COMPUTERS, INC.	20008	STREETS	612.00		0
01-4310-4900 PERSONNEL TRAINING/TRAVEL/MTG					
LOCAL HIGHWAY TECHNICAL A	T2111423BPR-	T2 CENTER CLASSES	180.00		4310047
01-4310-5200 UTILITIES					
IDAHO POWER	2204882910 11	2204882910 111323	481.34		4310047
01-4310-6100 REPAIR & MAINT--MACHINERY & EQ					
NAPA AUTO PARTS	168278	FILTERS- DODGE CREW CAB	94.32		4310044
RIVER RUN AUTO PARTS	195787	SPRAY GRAPHITE	39.90		4310044
TRUCKPRO, LLC	275-0010978	PINION NUT-OSHKOSA	19.38		4310044
TRUCKPRO, LLC	275-0011008	AXLE GEAR SET FOR OSHKOSH PLOW TRUCK	7,486.40		4310044
01-4310-6910 OTHER PURCHASED SERVICES					
CINTAS	4174149491	contract for rugs, uniforms, and cleaning supplies multi departmental	21.60	23060	4310047

Vendor Name	Invoice Number	Description	Net Invoice Amount	Purchase Order Number	GL Activity Number
CINTAS	4174830305	BLACK MATS	21.60		4310047
TREASURE VALLEY COFFEE INC	2160:09967204	GOURMET COFFEE CANISTERS SWISS HOT CHOCOLATE	122.45		4310047
01-4310-6920 SIGNS & SIGNALIZATION					
A.C. HOUSTON LUMBER CO.	2311-667994	CONCRETE DRY MIX FOR SIGN REPAIR	11.26		4310040
01-4310-6930 STREET LIGHTING					
IDAHO POWER	2200506786 11	2200506786 110923	7.15		4310050
IDAHO POWER	2201013857 11	2201013857 112123	9.79		4310050
IDAHO POWER	2201174667 11	2201174667 110923	13.06		4310050
IDAHO POWER	2202627564 11	2202627564 110923	9.40		4310050
IDAHO POWER	2204535385 11	2204535385 112123	36.52		4310050
IDAHO POWER	2204882910 11	2204882910 111323	619.93		4310050
IDAHO POWER	2205963446 11	2205963446 110923	51.87		4310050
IDAHO POWER	2206773224 11	2206773224 112123	20.34		4310050
IDAHO POWER	2208316659 11	2208316659 112123	12.67		4310050
IDAHO POWER	2224304721 11	2224304721 110923	5.31		4310050
PLATT ELECTRIC SUPPLY	4P62336	PHOTO EYE FOR STREET LIGHTS	43.78		4310050
PLATT ELECTRIC SUPPLY	4P75639	PHOTO EYES FOR STREET LIGHTS	28.86		4310050
01-4310-6950 MAINTENANCE & IMPROVEMENTS					
CLEARWATER LANDSCAPING	23-118587	ICEBIT BAG W/ INHIBITOR	631.12		4310037
WALKER SAND AND GRAVEL	1260238	24.04 TONS CLEAN FILL	168.28		4310044
WALKER SAND AND GRAVEL	1260915	IMPORTED DIRTY FILL	90.90		4310035
Total STREET:			14,114.29		
RECREATION					
01-4510-3200 OPERATING SUPPLIES					
CHATEAU DRUG CENTER	2785083	CLOROX & WHITE ENAMEL	14.23		0
01-4510-3250 RECREATION SUPPLIES					
A.C. HOUSTON LUMBER CO.	2311-662549	SPRAY PAINT & CORONA PRUNER BYPASS BLADE	64.95		0
CHATEAU DRUG CENTER	2783108	EMERGEN-C, GLOVES, HAND WARMERS	95.67		0
01-4510-3300 RESALE ITEMS-CONCESSION SUPPLY					
ATKINSONS' MARKET	03777715	BANANAS & ONIONS	16.72		0
ATKINSONS' MARKET	04767779 1129	BANANAS	8.07		0
ATKINSONS' MARKET	05727478	SEMI SWEET	7.98		0

Vendor Name	Invoice Number	Description	Net Invoice Amount	Purchase Order Number	GL Activity Number
01-4510-3500 MOTOR FUELS & LUBRICANTS					
CHRISTENSEN INC.	1033482	37268 111523	39.27		0
01-4510-4200 PROFESSIONAL SERVICE					
FIREPLACE OUTFITTERS	6553	REC DEPT GAS FIREPLACE SERVICE	128.99		0
KETCHUM COMPUTERS, INC.	20008	PARKS	346.50		0
BACKGROUND INVESTATION B	INV-36968	Background Checks	114.65		0
01-4510-5200 UTILITIES					
SYRINGA NETWORKS, LLC	23NOV0313	020303 110123	650.00		0
Total RECREATION:			1,487.03		
Total GENERAL FUND:			257,666.59		
WAGON DAYS FUND					
WAGON DAYS EXPENDITURES					
02-4530-3200 OPERATING SUPPLIES					
CHATEAU DRUG CENTER	2746064	RUBBER BANDS	3.78		0
02-4530-4220 GRAND MARSHAL DINNER					
MASON'S TROPHIES & GIFTS	101941	Photo Plaque- 2023 WAGON DAYS	128.55		0
Total WAGON DAYS EXPENDITURES:			132.33		
Total WAGON DAYS FUND:			132.33		
GENERAL CAPITAL IMPROVEMENT FD					
GENERAL CIP EXPENDITURES					
03-4193-7100 SUN VALLEY RD MILL & OVERLAY					
PHILLIPS LAND SURVEYING, PL	230925	ACCESS EASEMENT LOT 1A LDS CHURCH SUBDIVISION	840.00		0
03-4193-7120 4TH STREET PAVER REP(MAIN/WAL)					
S & C ASSOCIATES LLC	2927-2940	4TH STREET REPAIRS	649.00		0
CANYON EXCAVATION. LLC	23095APP#3	4TH ST CORRIDOR HERITAGE PROJECT	150,220.04	23095	0
03-4193-7135 MAIN STREET REHAB					
CASH	110923	REIMBURSE PETTY CASH - BORROWED FOR MAIN			

Vendor Name	Invoice Number	Description	Net Invoice Amount	Purchase Order Number	GL Activity Number
		ST PROJECT	50.00		0
CASH	112823	Reimburse Petty Cash	43.35		713503
S & C ASSOCIATES LLC	2927-2940	MAIN STREET RECONSTRUCTION	1,756.50		713501
JACOBS ENGINEERING GROUP, I	W3Y18400-002	MAIN STREET REHABILITATION	28,754.55	24051	713501
GGLO	2023116.02 000	DEVELOPMENT OF OVERALL STREETScape GUIDELINES MAIN ST PROJECT	4,900.00	24035	713502
03-4193-7193 MAIN ST/WARM SPRINGS DESIGN					
DAVID EVANS & ASSOCIATES IN	548698	CIVIL SURVEY ON SH-75, 10TH TO RIVER STREET	8,500.70	23120	713501
DAVID EVANS & ASSOCIATES IN	548698	CIVIL SURVEY ON SH-75, 10TH TO RIVER STREET	3,643.16	23120	713502
03-4193-7200 TECHNOLOGY UPGRADES					
CDW GOVERNMENT, INC.	MX70666	COMPUTER LVO DT LEGION	1,457.41		0
03-4193-7220 RECYCLING					
S & C ASSOCIATES LLC	2927-2940	RECYCLING RELOCATION	1,491.00		0
03-4193-7607 SIDEWALK CURB AND GUTTER					
LUNCEFORD EXCAVATION, INC.	15332	KNEELAND BUILDING - SWENKE LANDSCAPING	3,542.03		0
S & C ASSOCIATES LLC	2927-2940	SIDEWALK CURB AND GUTTER	1,574.50		0
03-4193-9930 GENERAL FUND CIP CONTINGENCY					
NICOLE SNYDER INTERIORS	300565	REUPHOLSTRY LABOR CONFERENCE ROOM 15 CHAIRS	975.00		0
NICOLE SNYDER INTERIORS	300566	DRAWING OF RECEPTION CARPET PATTERN	460.00		0
Total GENERAL CIP EXPENDITURES:			208,857.24		
FACILITY MAINT CIP EXPENDITURE					
03-4194-7000 WARM SPRINGS PRESERVE PHASE I					
S & C ASSOCIATES LLC	2927-2940	WARM SPRINGS PRESERVE	354.00		0
PHILLIPS LAND SURVEYING, PL	1017	WARM SPRINGS RANCH RESIDENCES TOPO-OFFICE AND FIELD WORK	4,490.00		0
03-4194-7125 ATKINSON PARK LLF FENCE					
INTERMOUNTAIN PLAYGROUN	05162023	ADA ACCESSIBLE PLAYGROUND	4,788.48	23098	0
03-4194-7160 TOWNE SQUARE DESIGN SCOPE					
GGLO	0000004	TOWN SQUARE DESIGN SERVICES- 2023040.01	977.50		0

Vendor Name	Invoice Number	Description	Net Invoice Amount	Purchase Order Number	GL Activity Number
Total FACILITY MAINT CIP EXPENDITURE:			10,609.98		
FIRE & RESCUE CIP EXPENDITURES					
03-4230-7140 SHOP TOOLS					
A.C. HOUSTON LUMBER CO.	2308-617937	TAPE MEASURE & FASTENERS	26.29		0
A.C. HOUSTON LUMBER CO.	2311-665351	FOLDING STOOL	42.99		0
Total FIRE & RESCUE CIP EXPENDITURES:			69.28		
Total GENERAL CAPITAL IMPROVEMENT FD:			219,536.50		
COMMUNITY HOUSING					
COMMUNITY HOUSING EXPENSE					
54-4410-4200 PROFESSIONAL SERVICES					
BACKGROUND INVESTATION B	INV-36968	Background Checks	27.45		0
54-4410-4250 LIFT TOWER LODGE PROFF SVCS					
OFFICE BRIGHT INC	1719	OCTOBER CLEANING LTL	665.00		0
OFFICE BRIGHT INC	1734	NOVEMBER CLEANING LTL	140.00		0
54-4410-5110 COMPUTER NETWORK					
KETCHUM COMPUTERS, INC.	20008	HOUSING	402.00		0
54-4410-5200 LIFT TOWER LODGE UTILITIES					
CLEAR CREEK DISPOSAL	0001674926	0001674926 1 112723	325.24		0
IDAHO POWER	2208260063 11	2208260063 111023	327.25		0
IDAHO POWER	2226910376 11	2226910376 111023	312.78		0
SENTINEL FIRE & SECURITY, IN	94370	LIFT TOWER LODGE MONITORING	104.85		0
54-4410-5900 LIFT TOWER LDG REPAIR & MAINT					
A.C. HOUSTON LUMBER CO.	2308-621687	DYNAFLEX 230 GRAY & LATH SHARP	14.78		0
A.C. HOUSTON LUMBER CO.	2308-623445	WOOD SCREW TORX WOOD SCREW & 12 SEL STRUC FIR	69.35		0
A.C. HOUSTON LUMBER CO.	2309-628551	INDOOR HOUSEHOLD CORD	23.98		0
IDAHO LUMBER & HARDWARE	968740	CABINET PULLS	12.99		0
US BANK	4026 102523	LOWES - ITEMS FOR LTL	229.93		0
Total COMMUNITY HOUSING EXPENSE:			2,655.60		

Vendor Name	Invoice Number	Description	Net Invoice Amount	Purchase Order Number	GL Activity Number
Total COMMUNITY HOUSING:			2,655.60		
WATER FUND					
WATER EXPENDITURES					
63-4340-3200 OPERATING SUPPLIES					
CINTAS	4174149502	110 River Ranch Rd - Admin - Water	10.90		435001
CINTAS	4174149502	110 River Ranch Rd - Water	31.19		435001
CINTAS	4175439607	110 River Ranch Rd - Admin - Water	10.89		435001
CINTAS	4175439607	110 River Ranch Rd - Water	31.19		435001
TREASURE VALLEY COFFEE INC	2160:09949690	SQWINCHER STIX	62.50		0
63-4340-3400 MINOR EQUIPMENT					
A.C. HOUSTON LUMBER CO.	2311-666376	PORTBL FLD TABLE	99.99		0
CHATEAU DRUG CENTER	2785159	HUMIDIFIER	28.50		435001
63-4340-3500 MOTOR FUELS & LUBRICANTS					
CHRISTENSEN INC.	1033485	37271 - WATER	622.75		0
63-4340-3800 CHEMICALS					
GEM STATE WELDERS SUPPLY,I	851387	SODIUM HYPOCHLORIC	316.00		0
63-4340-4200 PROFESSIONAL SERVICES					
KETCHUM COMPUTERS, INC.	20008	WATER	272.25		0
BD CONSULTING LLC	2024-02	WATER FUND MODEL	127.50		0
63-4340-5100 TELEPHONE & COMMUNICATIONS					
CENTURY LINK	2087250715 19	2087250715 195B - WATER	124.77		0
SYRINGA NETWORKS, LLC	23NOV0313	020303 110123	325.00		0
63-4340-6000 REPAIR & MAINT-AUTO EQUIP					
RIVER RUN AUTO PARTS	196051	12V 8AH BATTERY	32.94		0
63-4340-6100 REPAIR & MAINT-MACH & EQUIP					
LUNCEFORD EXCAVATION, INC.	15433	602 WOOD RIVER DRIVE - Prep-Install & Compact Assphalt	950.00		0
LUNCEFORD EXCAVATION, INC.	15455	ROAD MIX	901.97		0
ROBERTS ELECTRIC	010175	1300 WARMSPRINS - #4 Single Mechanical Lug - Labor	155.02		0
ROBERTS ELECTRIC	010262	WATER - Labor - Fix roll up door	100.00		0
Total WATER EXPENDITURES:			4,203.36		

Vendor Name	Invoice Number	Description	Net Invoice Amount	Purchase Order Number	GL Activity Number
Total WATER FUND:			4,203.36		
WATER CAPITAL IMPROVEMENT FUND					
WATER CIP EXPENDITURES					
64-4340-7806 NEW STAND-BY GENERATOR WA/ADM.					
LLOYD CONSTRUCTION INC.	5459	NORTHWOOD BACKUP GENERATOR PROJECT-BID PACKAGE	89,620.62	23122	0
Total WATER CIP EXPENDITURES:			89,620.62		
Total WATER CAPITAL IMPROVEMENT FUND:			89,620.62		
WASTEWATER FUND					
WASTEWATER EXPENDITURES					
65-4350-3200 OPERATING SUPPLIES					
A.C. HOUSTON LUMBER CO.	2311-669015	FASTENERS	7.99		435001
CHATEAU DRUG CENTER	2785060	MOUSE KILLER	26.58		435001
CINTAS	4174149502	110 River Ranch Rd - Wastewater	63.92		435001
CINTAS	4174149502	110 River Ranch Rd - Admin - Wastewater	10.89		435001
CINTAS	4175439607	110 River Ranch Rd - Admin - Wastewater	10.90		435001
CINTAS	4175439607	110 River Ranch Rd - Wastewater	63.92		435001
UPS STORE #2444	MMN7FR5C7	WATER SAMPLES	15.57		435001
UPS STORE #2444	MMN7FR5J3X	WATER SAMPLES	14.87		435001
UPS STORE #2444	MMN7FR5TN	WATER SAMPLES	14.01		435001
65-4350-3400 MINOR EQUIPMENT					
CHATEAU DRUG CENTER	2785159	HUMIDIGIER	28.49		435001
65-4350-3500 MOTOR FUELS & LUBRICANTS					
CHRISTENSEN INC.	1033484	37270 - Wastewater	653.14		435001
65-4350-4200 PROFESSIONAL SERVICES					
HDR ENGINEERING, INC.	1200572177	TASK ORDER #2 REGILLATORY INVESTIGATION BIOSOLIDS CLOSE LANDFILL	4,329.21	23133	435001
KETCHUM COMPUTERS, INC.	20008	WASTEWATER	452.25		0
AWSI	574827	Random DOT DRUG TEST	51.25		0
AWSI	574827	Random DOT DRUG TEST	51.25		0
65-4350-5100 TELEPHONE & COMMUNICATIONS					
CENTURY LINK	2087268953 40	2087268953 402B - Wastewater	64.77		435001

Vendor Name	Invoice Number	Description	Net Invoice Amount	Purchase Order Number	GL Activity Number
SYRINGA NETWORKS, LLC	23NOV0313	020303 110123	325.00		0
VERIZON WIRELESS	9949066746	965494438 WASTEWATER DEPT	66.19		435001
65-4350-5200 UTILITIES					
IDAHO POWER	2202158701 11	2202158701 - 110 RIVER RANCH RD SWR	10,100.75		435001
IDAHO POWER	2202703357 11	2202703357 112023	.00		435001
65-4350-6000 REPAIR & MAINT-AUTO EQUIP					
JACK'S TIRE & OIL, INC.	23-0477547-03	Flat Repair	173.37		435002
NAPA AUTO PARTS	3975-169597	BATTER	385.18		435002
65-4350-6100 REPAIR & MAINT-MACH & EQUIP					
A.C. HOUSTON LUMBER CO.	2311-665605	HEX KEY	.79		435002
A.C. HOUSTON LUMBER CO.	2311-668321	DRILL BITS	12.97		435002
A.C. HOUSTON LUMBER CO.	2311-669010	Drill Bits	3.99		435002
SILVER CREEK SUPPLY	0013478725-00	FRESNO VALVE F085	65.80		435002
65-4350-6900 COLLECTION SYSTEM SERVICES/CHA					
A.C. HOUSTON LUMBER CO.	2311-669708	GLOVES	37.98		435001
NAPA AUTO PARTS	3975-168899	2 ROUND RED LED	15.80		435002
CHRISTENSEN INC.	1033484	37270 - WW COLLECTIONS	179.62		435001
VERIZON WIRELESS	9949066746	965494438 WASTEWATER COLLECTIONS DEPT	41.64		435001
Total WASTEWATER EXPENDITURES:			17,268.09		
Total WASTEWATER FUND:			17,268.09		
WASTEWATER CAPITAL IMPROVE FND					
WASTEWATER CIP EXPENDITURES					
67-4350-7813 CAPITAL IMP PLAN(NO SHARING)					
USA BLUEBOOK	INV00181480	SENSOR MOUNTING BAND 18"	1,108.81		435004
USA BLUEBOOK	SCN015324	SENSOR MOUNTING BANDS- RETURNS- PO 23132	2,180.00-		435004
67-4350-7815 AERATION BASINS BLOWERS & ELEC					
HDR ENGINEERING, INC.	1200572145	TASK ORDER#001 AB UPGRADE DETAILED DESIGN	35,752.65	23090	435004
Total WASTEWATER CIP EXPENDITURES:			34,681.46		
Total WASTEWATER CAPITAL IMPROVE FND:			34,681.46		

Vendor Name	Invoice Number	Description	Net Invoice Amount	Purchase Order Number	GL Activity Number
PARKS/REC DEV TRUST FUND					
PARKS/REC TRUST EXPENDITURES					
93-4900-6500 ICE RINK-PRIVATE					
BECKER ARENA PRODUCTS, INC	611041	SPREADER CLOTH	74.78		0
BECKER ARENA PRODUCTS, INC	611070	SQUEEGEE	67.94		0
Total PARKS/REC TRUST EXPENDITURES:			142.72		
Total PARKS/REC DEV TRUST FUND:			142.72		
Grand Totals:			625,907.27		

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:

Reasons for Recommendation:

- Ketchum has historically contracted with the Sheriff's Department for city policing services with the exception of Parking and Code Enforcement services.
- The funding was approved in the FY24 adopted budget.

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

Sustainability Impact:

Financial Impact:

None OR Adequate funds exist in account:	The proposed amount of \$1,862,189 was approved in the FY24 adopted budget.
	The FY24 Capital Improvement plan also includes funding for patrol vehicle replacement (\$57,000), mobile radio replacement (\$18,154), new body cameras (\$16,765), and taser replacement (\$30,509).

Attachments:

1. Joint Powers Agreement #24036
2. Purchase Order #24036

FY24 JOINT POWERS AGREEMENT BETWEEN
BLAINE COUNTY AND THE CITY OF KETCHUM
RELATING TO LAW ENFORCEMENT SERVICES

This Agreement made and entered into this 17 day of OCTOBER, 2023, by and between Blaine County, a political subdivision of the State of Idaho, (herein referred to as the "County") and the City of Ketchum, Idaho, (referred to herein as the "City" or "Ketchum").

WITNESSETH

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

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

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

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

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

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

1.2. Support Services

The following support services shall be provided by the BCSO:

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

1.3. Administrative Services

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

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

1.4. Method of Service

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

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

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

1.5. Special Provisions

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

1.6. Reporting

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

1.7. Personnel and Equipment

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

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

1.8. Ketchum Owned Property, and Evidence

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

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

1.9. City Responsibilities

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

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

2. Compensation and Budgeting

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

- a. Total Cost: Total cost to be paid by Ketchum to the BCSO and the County for the Law Enforcement Services under this Agreement shall be the sum of \$1,862,189.00.
- b. Development of Budget Costs: Budget costs shall include, but not be limited to, salary, benefits and special pays, if any, for personnel providing the service, along with any associated clothing allowance, supplies, services, telephone, motor pool, systems services, insurance, equipment and associated administrative costs.
- c. Trust Account: County shall establish and maintain a trust account for the purpose of maintaining and tracking funds paid by Ketchum to County that are unspent during the fiscal year. County shall maintain a minimum of \$100,000 in the trust account. Upon completion and receipt of the County's annual audit, County shall refund to Ketchum any amounts in the trust account in excess of \$100,000 within 30 days. Upon termination of this agreement County shall retain, at its discretion but not to exceed three (3) years, a minimum of \$100,000 in the trust account to pay for liabilities incurred but not yet reported arising out of the services rendered under this agreement.

- d. Billing: In consideration for duties, services, and functions provided by BCSO as set forth in this Agreement, the City shall pay to the Office of the County Clerk the sum of \$1,862,189.00 for the term of this Agreement, which shall be paid in twelve (12) equal monthly installments due no later than the tenth day of each month. Payments shall be due on the tenth day of each month, commencing on the first month following the effective date of this Agreement.
- e. Interest Charge: In the event the City fails to make a monthly payment within fifteen (15) days of the payment due date as provided in paragraph 2(c), the City shall be responsible for paying the delinquent amount and an additional payment equal to the Prime Rate plus two percentage points on the delinquent amount for the entire period of the delinquency.
- f. Application for Additional Services: The City may request services for special events from the BCSO Ketchum Chief that are in addition to the services set forth in Paragraph 1.1 of this Agreement and shall give the BCSO Ketchum Chief and the BCSO reasonable notice of such a request. When such a request is made, the BCSO Ketchum Chief and the BCSO will not unreasonably withhold their approval of such additional services. City agrees to pay for any mutually agreed additional overtime, salary, special pay, benefits, equipment, supply or any other costs relating to or resulting from the provision of services for the requested special event.
- g. Budgeting: The Blaine County Sheriff and the BCSO Ketchum Chief shall meet with the Mayor, City Council, and City Administrator of Ketchum during the City's annual budgeting process to consult on the law enforcement needs of the City for the upcoming fiscal year and renegotiation of this Agreement.
- h. Forfeiture Trust: If a need arises to expend funds from the police trust account, the BCSO Ketchum Chief and the Blaine County Sheriff will meet with the Mayor and City Council for approval.

3. Term

This Agreement is effective upon authorization and signature by all parties, and the BCSO Law Enforcement Services and charges shall commence on the October 1, 2023. The agreement period shall continue until September 30, 2024, and may, upon agreement of the parties, be renewed for additional one-year periods using the County's budgeting cycle of October 1st to September 30th of the following year. In the event the parties intend to renew, but a renewal agreement is not in place by October 1, 2024, all terms and conditions of this agreement shall continue in full force and effect until a renewal agreement is approved by the parties.

3.1. Termination Process

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

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

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

4. Limited Liability

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

5. Audits and Inspections

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

6. Agreement Administration

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

7. General Provisions

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

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

To City:

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

To BCSO:

Blaine County Sheriff
1650 Aviation Dr.
Hailey, Idaho 83333

To County:

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

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

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

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

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

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

City of Ketchum, Idaho


By: _____
Neil Bradshaw, Mayor

Attest: _____
Trent Donat, Ketchum City Clerk

Blaine County Sheriff's Office

By: _____
Steve M. Harkins, Sheriff

Board of Blaine County Commissioners

By: 
Muffy Davis, Chairman

By: 
Angenie McCleary, Vice Chairman

By: 
Lindsay Mollineaux, Commissioner

Attest: 
Stephen McDougall Graham, Blaine County Clerk

KETCHUM PATROL TEAM

CODE OF ACCOUNTS

Fiscal Year 2024 - October 1, 2023 Through September 30, 2024

Code	Classification	2023 Budgeted	2023 Revised	2024 Budgeted	Change Amount
Personnel Services					
17-401-01	Salary Chief	\$ 112,407	\$ 112,407	\$ 116,933	\$ 4,526
17-401-02	Salaries Deputies	\$ 830,657	\$ 830,262	\$ 871,240	\$ 40,979
17-402-01	Salary Office	\$ 62,094	\$ 63,898	\$ 65,815	\$ 1,917
17-409-99	Overtime	\$ 71,444	\$ 71,444	\$ 78,003	\$ 6,559
Subtotal Personnel Services		\$ 1,076,602	\$ 1,078,010	\$ 1,131,990	\$ 53,980

Contractual Services & Commodities

17-439	Travel	\$ 4,600	\$ 4,600	\$ 4,600	\$ -
17-439-01	Per Diem	\$ 4,000	\$ 4,000	\$ 4,000	\$ -
17-440	Office Supplies	\$ 8,500	\$ 8,500	\$ 8,500	\$ -
17-450	ICRMP Liability	\$ 17,712	\$ 17,712	\$ 17,712	\$ -
17-464	Telephone Communications	\$ 3,000	\$ 3,000	\$ 3,000	\$ -
17-479	Vehicle Expenses	\$ 42,896	\$ 42,896	\$ 42,896	\$ -
17-489	Professional Services	\$ 10,000	\$ 10,000	\$ 12,000	\$ 2,000
17-495-01	700 MHz Master Maintenance	\$ 4,950	\$ 4,950	\$ 5,520	\$ 570
17-499	Repairs/Maintenance	\$ 2,320	\$ 2,320	\$ 2,320	\$ -
17-528	Dues/Memberships	\$ 4,925	\$ 4,925	\$ 5,600	\$ 675
17-550	Community Policing	\$ 5,000	\$ 5,000	\$ 5,000	\$ -
17-554	Uniforms	\$ 5,000	\$ 5,000	\$ 5,000	\$ -
17-556-01	Operating Supplies/Equipment	\$ 23,000	\$ 23,000	\$ 23,000	\$ -
17-556-04	RMS Contribution Central Square	\$ 29,883	\$ 29,883	\$ 34,714	\$ 4,831
17-569	Training/Education	\$ 8,000	\$ 8,000	\$ 8,000	\$ -
17-591-05	Certification Incentives	\$ 1,500	\$ 1,500	\$ 1,500	\$ -
17-600	Management/Term./Admin. Fee	\$ 54,000	\$ 54,000	\$ 60,000	\$ 6,000
17-714-05	Telephone Allowances	\$ 3,876	\$ 3,876	\$ 3,876	\$ -
Subtotal Contractual Services / Commodities		\$ 233,162	\$ 233,162	\$ 247,238	\$ 14,076
Proposed Ketchum Operating Budget		\$ 1,309,764	\$ 1,311,172	\$ 1,379,229	\$ 68,057

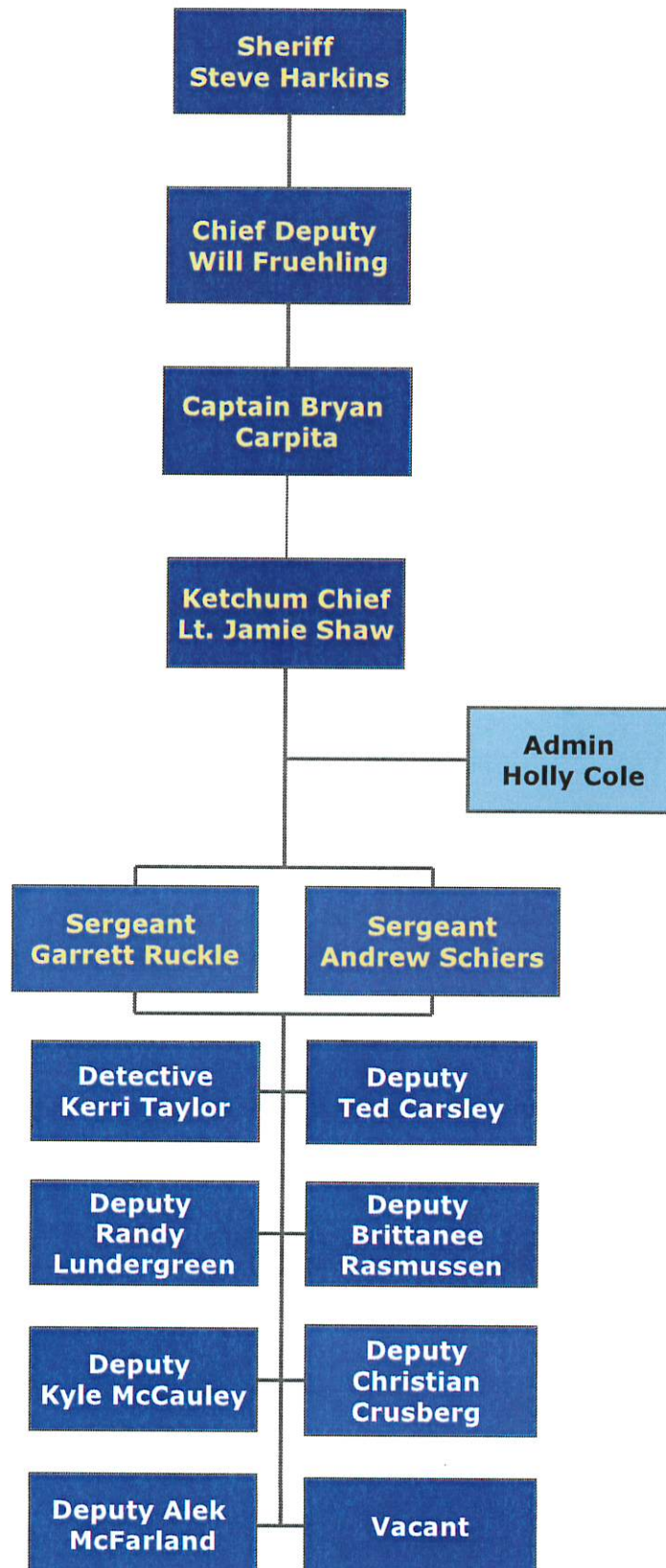
County Clerk Estimates

Estimated Benefit Total	\$ 431,973	\$ 431,973	\$ 482,960	\$ 50,987
Total Ketchum Patrol Budget	\$ 1,741,737	\$ 1,743,145	\$ 1,862,189	\$ 119,044

Unincluded Capital Outlay Considerations

Capital Vehicle	\$ -	\$ -	\$ -	\$ -
Capital Computer	\$ -	\$ -	\$ -	\$ -
Capital Equipment	\$ -	\$ -	\$ -	\$ -
Tasers			\$ 31,970	\$ 31,970
Mobile Radios			\$ 18,154	\$ 18,154
Body Cameras/In Car Cameras			\$ 16,765	\$ 16,765
Subtotal Capital Outlay	\$ -	\$ -	\$ 66,889	\$ 66,889

Ketchum Police Team FY2024





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: 24036

To: 1366 BLAINE COUNTY CLERK/RECORDER 206 1ST AVE S, STE 200 HAILEY ID 83333	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
11/02/2023	KCHOMA	KCHOMA		0	

Quantity	Description	Unit Price	Total
1.00	LAW ENFORCEMENT SERVICES 01-4210-4250	1,862,189.00	1,862,189.00
	SHIPPING & HANDLING		0.00
	TOTAL PO AMOUNT		1,862,189.0

Authorized Signature

RESOLUTION NUMBER 23-012

A RESOLUTION OF THE KETCHUM ARTS COMMISSION OF THE CITY OF KETCHUM, O ESTABLISHING THE DATES FOR ALL
REGULAR ARTS COMMISSION MEETING FOR 2024

WHEREAS the regular me of the KETCHUM ARTS COMMISSION shall be held on the third Thursday of each month at 12:00pm at Ketchum City Hall.

WHEREAS, pursuant to Idaho code § 67-2343 (1), any public agency that holds meeting at regular intervals of at least once per calendar month scheduled in advance over the course of the year may satisfy this meeting notice by giving meeting notices at least once a year of its original meeting schedule: and

WHEREAS, the Ketchum Arts Commission has determined that listing all regular meetings be held in 2024 would be beneficial to the residents of and visitors to the City of Ketchum.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF KETCHUM that the meetings of the Ketchum Arts Commission for 2024 are as follows

Thursday, January 18, 2024
Thursday, February 15, 2024
Thursday, March 21, 2024
Thursday, April 18, 2024
Thursday, May 16, 2024
Thursday, June 20, 2024
Thursday, September 19, 2024
Thursday, October 17, 2024
Thursday, November 21, 2024

This Resolution shall be in full force and effect upon its adoption on this 4th day of December 2023.

CITY OF KETCHUM, IDAHO

Neil Bradshaw, Mayor

ATTEST:

Trent Donat, City Clerk



City of Ketchum

MEETING AGENDA MEMO

Meeting Date: Staff Member/Dept:

Agenda Item:

Recommended Motion:

"I move to approve Resolution Number 23-014 establishing the dates for all regular Ketchum Traffic Authority meetings for 2024"

Reasons for Recommendation:

- Pursuant to Idaho Code § 67-2343 (1), any public agency that holds meetings at regular intervals of at least once per calendar month scheduled in advance over the course of the year may satisfy this meeting notice by giving meeting notices at least once each year of its regular meeting schedule.
- The City Council has determined that listing all regular meetings being held in 2024 would be beneficial to the residents of and visitors to the City of Ketchum.

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

Sustainability Impact:

None OR state impact here: None

Financial Impact:

None OR Adequate funds exist in account: None

Attachments:

1. Resolution Number 23-014 which includes 2024 Ketchum Traffic Authority regular meeting dates

RESOLUTION NUMBER 23-014

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KETCHUM, IDAHO ESTABLISHING THE DATES FOR ALL REGULAR TRAFFIC AUTHORITY MEETINGS FOR 2024.

WHEREAS, the regular meetings of the KETCHUM TRAFFIC AUTHORITY shall be held on the third Thursday of each month at 9:00am at Ketchum City Hall; and

WHEREAS, pursuant to Idaho code § 67-2343 (1), any public agency that holds meetings at regular intervals of at least once per calendar month scheduled in advance over the course of the year may satisfy this meeting notice by giving meeting notices at least once per year of its regular meeting schedule; and

WHEREAS, the City Council has determined that listing all regular meetings being held in 2024 would be beneficial to the residents of and visitors to the City of Ketchum.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF KETCHUM, IDAHO that the regular meetings of the Ketchum Traffic Authority for 2024 are as follows:

Thursday, January 18, 2024
Thursday, February 15, 2024
Thursday, March 15, 2024
Thursday, April 19, 2024
Thursday, May 17, 2024
Thursday, June 21, 2024
Thursday, July 19, 2024
Thursday, August 16, 2024
Thursday, September 19, 2024
Thursday, October 17, 2024
Thursday, November 21, 2024
Thursday, December 19, 2024

This Resolution shall be in full force and effect upon its adoption on this 4th day of December 2023.

CITY OF KETCHUM, IDAHO

Mayor Neil Bradshaw

ATTEST:

Trent Donat
City Clerk



City of Ketchum

CITY COUNCIL MEETING AGENDA MEMO

Meeting Date: December 4, 2023 Staff Member/Dept: Heather Nicolai/Planning & Building

Agenda Item: Adoption of Resolution 23-016 establishing 2024 Ketchum Planning and Zoning Commission Meeting Dates

Recommended Motion:

Approve Resolution Number 23-016 setting the 2024 regular meeting dates of the Planning and Zoning Commission and authorizing the Mayor to sign said resolution

Reasons for Recommendation:

- Each year the City Council passes a resolution setting the dates for the regular Planning and Zoning Commission meetings.
-
-

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

Sustainability Impact:

None

Financial Impact:

None OR Adequate funds exist in account:	The City of Ketchum fiscal year 2023/2024 budget has appropriated \$25,000 for compensation of Planning and Zoning Commission members for their time and expertise. This budgeted amount is adequate to cover expenses for the Commission in this Fiscal Year.
--	--

Attachments:

1. Reso 23-016 PZC Meeting Dates for 2024
- 2.
- 3.

RESOLUTION NO. 23-016

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KETCHUM, IDAHO, ESTABLISHING THE DATES FOR ALL REGULAR PLANNING AND ZONING COMMISSION MEETINGS FOR 2024.

WHEREAS, regular meetings of the Planning and Zoning Commission shall be held on the second and fourth Tuesday of each month at 4:30 p.m. at Ketchum City Hall unless such date is a holiday, in which case the meeting shall be held on the following Wednesday or Thursday; and,

WHEREAS, pursuant to Idaho Code § 67-2343(1), any public agency that holds meetings at regular intervals of at least once per calendar month scheduled in advance over the course of the year may satisfy this meeting notice by giving meeting notices at least once each year of its regular meeting schedule; and,

WHEREAS, the City Council has determined that listing all regular meetings of the Planning and Zoning Commission to be held in 2024 would be beneficial to the residents of and visitors to the City of Ketchum.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF KETCHUM, IDAHO that the regular meetings of the Planning and Zoning Commission for 2024 are as follows:

Tuesday January 9, 2024
Tuesday, January 23, 2024
Tuesday, February 13, 2024
Tuesday, February 27, 2024
Tuesday, March 12, 2024
Tuesday, March 26, 2024
Tuesday, April 9, 2024
Tuesday, April 23, 2024
Tuesday, May 14, 2024
Tuesday May 28, 2024
Tuesday, June,11, 2024
Tuesday, June 25,2024

Tuesday, July 9, 2024
Tuesday, July 23, 2024
Tuesday, August 13, 2024
Tuesday, August 27, 2024
Tuesday, September 10, 2024
Tuesday, September 24, 2024
Tuesday, October 8, 2024
Tuesday, October 22, 2024
Tuesday, November 12, 2024
Tuesday, November 26, 2024
Tuesday, December 10, 2024
Thursday, December 26, 2024

This Resolution will be in full force and effect upon its adoption this 4th day of December 2023.

CITY OF KETCHUM, IDAHO

Mayor Neil Bradshaw

ATTEST:

Trent Donat
City Clerk



City of Ketchum

CITY COUNCIL MEETING AGENDA MEMO

Meeting Date: Staff Member/Dept:

Agenda Item:

Recommended Motion:

Reasons for Recommendation:

- | |
|---|
| <ul style="list-style-type: none">Each year the City Council passes a resolution setting the dates for the regular Historic Preservation Commission meetings. |
| <ul style="list-style-type: none"> |
| <ul style="list-style-type: none"> |

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

Sustainability Impact:

Financial Impact:

<input type="text" value="None"/>	<input type="text"/>
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Attachments:

- | |
|-----------------------------------|
| 1. Reso 23-017 HPC Dates for 2024 |
| 2. |
| 3. |

RESOLUTION NO. 23-017

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KETCHUM, IDAHO, ESTABLISHING THE DATES FOR ALL REGULAR HISTORIC PRESERVATION COMMISSION MEETING FOR 2024.

WHEREAS, regular meetings of the Historic Preservation Commission shall be held on the first Tuesday of the month at 4:30 PM at Ketchum City Hall unless such date is a holiday, in which case the meeting shall be held on the following day; and,

WHEREAS, pursuant to Idaho Code § 67-2343(1), any public agency that holds meetings at regular intervals of at least once per calendar month scheduled in advance over the course of the year may satisfy this meeting notice by giving meeting notices at least once each year of its regular meeting schedule; and,

WHEREAS, the City Council has determined that listing all regular and special meetings of the Historic Preservation Commission to be held in 2024 would be beneficial to the residents of and visitors to the City of Ketchum.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF KETCHUM, IDAHO that the regular and special meetings of the Historic Preservation Commission for 2024 are as follows:

Wednesday, January 3, 2024
Tuesday, February 6, 2024
Tuesday, March, 5, 2024
Tuesday, April, 2, 2024
Tuesday, May 7, 2024
Tuesday, June 4, 2024

Tuesday, July 2, 2024
Tuesday, August 6, 2024
Wednesday, September 4, 2024
Tuesday, October 1, 2024
Tuesday, November 5, 2024
Tuesday, December 3, 2024

This Resolution will be in full force and effect upon its adoption this 4th day of December, 2023.

CITY OF KETCHUM, IDAHO

Mayor Neil Bradshaw

ATTEST:

Trent Donat
City Clerk

RESOLUTION NO. 23-017



City of Ketchum

PROCUREMENT MEMO

Meeting Date: Staff Member/Dept:

Agenda Item:

Recommended Motion:

"I move to approve Purchase Order #24042 to Joe's Backhoe Services, Inc for sewer mainline repairs made adjacent to 170 Exhibition Blvd for the amount of \$9,171.50.

Summary of Procurement Process:

Bidder	Bid Price
No bids were solicited for this work.	

Low Bid Contractor	Bid Price	Budget Account/Number

Background (if necessary):

<ul style="list-style-type: none">Video imaging had identified a damaged sewer mainline on the 100 block of Exhibition Blvd.
<ul style="list-style-type: none">Joe's Backhoe notified the Collections Dept of a sewer tap they were doing approximately ten feet from the damage.
<ul style="list-style-type: none">Staff decided, because the mainline was already exposed and the equipment was in place, to have Joe's Backhoe make the necessary repairs. This saved the City approximately half the cost for the repair.

Sustainability Impact:

None OR state impact here: None

Attachments:

1. Purchase Order #24042
2. Joe's Backhoe Services Invoice
3.



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: 24042

To: 2624 JOE'S BACKHOE SERVICES, INC. JOE MATHENEY BOX 54 RICHFIELD ID 83349	Ship to: CITY OF KETCHUM PO BOX 2315 KETCHUM ID 83340
--	---

P. O. Date	Created By	Requested By	Department	Req Number	Terms
11/15/2023	KCHOMA	KCHOMA		0	

Quantity	Description	Unit Price	Total
1.00	SEWER MAINLINE REPAIR - EXHIBITION BL 65-4350-6900	9,171.50	9,171.50
	SHIPPING & HANDLING		0.00
	TOTAL PO AMOUNT		9,171.50

Authorized Signature

Invoice

Joe's Backhoe Service, Inc.

P.O. Box 54

Richfield, ID 83349

Date	Invoice #
11/12/2023	7424522

Bill To
City of Ketchum* P.O. Box 2315 Ketchum, ID 83340

Digger953@hotmail.com

Phone #	Fax #
(208) 309-1587	(208) 487-3191

PROJECT	Terms
170 EXHIBITION	Pay upon receipt

DATE	HOURS/QTY	EQUIPMENT	RATE	AMOUNT
10/9/2023	6.5	SEWER MAIN REPAIR		
	6.5	MED. EXCAVATOR	130.00	845.00
	6.5	LABOR	65.00	422.50
	11.5	DUMP TRUCK	120.00	1,380.00
	63	63 YARDS OF DIRT & ROCKS - DUMP FEE	3.00	189.00
10/10/2023	4	MED. EXCAVATOR	130.00	520.00
	8	LABOR	65.00	520.00
	2	DUMP TRUCK	120.00	240.00
	12	12 YARDS OF DIRT & ROCKS - DUMP FEE	3.00	36.00
10/11/2023	4.5	MED. EXCAVATOR	130.00	585.00
	8	LABOR	65.00	520.00
		FILTER FABRIC	52.00	52.00
		ASPHALT SAW CUT	120.00	120.00
	3	3 LOADS OF 1" CRUSHED ROCK	380.00	1,140.00
	3	DUMP TRUCK	120.00	360.00
	32	32 YARDS OF DIRT & ROCKS - DUMP FEE	3.00	96.00
		ASPHALT PATCH	2,146.00	2,146.00

WE APPRECIATE YOUR BUSINESS! Thanks for choosing Joe's Backhoe Service!
Please note this invoice number with your payment to ensure proper credit. Thank You!

Total \$9,171.50



City of Ketchum

CITY COUNCIL MEETING AGENDA MEMO

Meeting Date: Staff Member/Dept:

Agenda Item:

Recommended Motion:

I move to approve Purchase Order #24043 to Banyan Technology for a Comprehensive Service Agreement for Supervisory Control and Data Acquisition (SCADA) system services for \$9,527.00 and authorize the Mayor to sign the agreement.

Reasons for Recommendation:

- Banyan Technology has designed, installed, and updated the Wastewater Treatment Plant SCADA system for the past 20 years.
- The SCADA system provides for automated process control at the Wastewater Treatment Plant as well as notifying wastewater operators of equipment failures and potential treatment problems.
- This contract will ensure the same accurate and timely service needed at the Wastewater Treatment Plant.

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

Sustainability Impact:

None OR state impact here: None

Financial Impact:

None OR Adequate funds exist in account:	This is a budgeted expense in the professional services category of Wastewater Expenditures.
--	--

Attachments:

1. Purchase Order #24043
2. Banyan Technologies Comprehensive Service Agreement
3. Banyan Contract Terms and Conditions
4. Banyan Technologies Rate Schedule



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: 24043

To: 1289 BANYAN TECHNOLOGY INC. BOX 5083 TWIN FALLS ID 83303-5083	Ship to: CITY OF KETCHUM PO BOX 2315 KETCHUM ID 83340
--	---

P. O. Date	Created By	Requested By	Department	Req Number	Terms
11/15/2023	KCHOMA	KCHOMA		0	

Quantity	Description	Unit Price	Total
1.00	SERVICE AGREEMENT FOR 2023-2024 65-4350-4200	9,527.00	9,527.00
	SHIPPING & HANDLING		0.00
	TOTAL PO AMOUNT		9,527.00

Authorized Signature



Comprehensive Service Agreement

THIS AGREEMENT entered into this 1st day of December, 2023 between City Of Ketchum Waste Water Treatment Plant hereinafter referred to as the “CLIENT” and Banyan Technology Inc., hereinafter referred to as “Banyan”.

WITNESSETH:

WHEREAS, BANYAN intends to offer CLIENT comprehensive support for their existing PLC’s and HMI SCADA system.

NOW, THEREFORE, the CLIENT and BANYAN in consideration of their mutual covenants herein agree in respect as set forth below.

CLIENT INFORMATION AND RESPONSIBILITIES

The CLIENT will furnish to BANYAN, as required for performance of BANYAN’s services, data prepared by or services of others without limitation, all of which BANYAN may use and rely upon in performing services under this Agreement.

The CLIENT will arrange for access to and make provisions for BANYAN to enter upon public and private property as required for BANYAN to perform services under this Agreement.

The CLIENT will provide a toll free telephone number or IP connection which will enable BANYAN the ability to access the SCADA system from anywhere within the 48 contiguous states.

The CLIENT shall maintain the necessary spare parts needed to repair the system in the event of a failure.

SERVICES TO BE PERFORMED BY BANYAN AND BILLING RATES TO BE PAID BY CLIENT

1. BANYAN will conduct periodic project visits to access system status and report to the CLIENT any problems that need to be addressed. Visits may be used to conduct training and make system modifications at owner’s discretion. Banyan to spend up to an average 6 hours per month (including travel time) during the contract period.
2. BANYAN will provide 24/7 telephone support to CLIENT to assist in resolving system problems.
3. BANYAN will maintain backup media of all programs necessary to restore any part of the system in the event of a failure.
4. BANYAN will provide priority onsite response to trouble-shoot and repair failures within the SCADA system. CLIENT will receive discounted hourly rates for trouble-shooting and programming services. (See attached rate sheet.)
5. All repairs and maintenance shall be consistent with the International Standards and Practices for Design and Construction of Telecommunications as adopted by the city.

The lump sum cost of the above outlined services from 12/1/2023 to 12/1/2024 shall be \$ 9,527.00

The Notice to Proceed, by the Client, verbal or written, constitutes acceptance of this Agreement. THE ATTACHED “TERMS AND CONDITIONS” ARE PART OF THIS AGREEMENT. THE CLIENT AGREES TO SAID TERMS AND CONDITIONS.

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

CLIENT:

BANYAN:

By (signature)

Banyan Technology
TERMS AND CONDITIONS

GENERAL

Banyan shall provide for CLIENT control systems programming and design services in all phases of the Project to which this Agreement applies. These services will include Control Systems Representative for the Project, providing professional consultation and advice in accordance with generally accepted professional practices for the intended use of the Project and makes no other **WARRANTY EITHER**

EXPRESSED OR IMPLIED.

Banyan shall not be responsible for acts or omissions of any party involved in the services covered by this Agreement other than their own or for failure of any contractor or subcontractor to construct any item in accordance with recommendations issued by Banyan.

Banyan has not been retained to have control over Contractor(s) work nor shall Banyan have authority over or responsibility for the means, methods, techniques, sequences or procedures of construction selected by Contractor(s), for safety precautions and programs incident to the work of Contractor(s) or for any failure of Contractor(s) to comply with laws, rules, regulations, ordinances, codes or orders applicable to Contractor(s) furnishing and performing their work. Accordingly, Banyan can neither guarantee the performance of the construction contracts by Contractor(s) nor assume responsibility for Contractor(s)' failure to furnish and perform their work in accordance with the Contract Documents.

OPINIONS OF COST

Since Banyan has no control over the cost of labor, materials, equipment or services furnished by others, or over the Contractor(s)' methods of determining prices, or over competitive bidding or market conditions, Banyan's opinions of probable Total Project Costs and Construction Costs provided for herein are to be made on the basis of Banyan's experience and qualifications and represent Banyan's best judgment as an experienced and qualified control systems integrator, familiar with the construction industry; but Banyan cannot and does not guarantee that proposals, bids or actual Total Project or Construction Costs will not vary from opinions of probable cost prepared by Banyan. If the CLIENT wishes greater assurance as to Total Project or Construction Costs, CLIENT shall employ an independent cost estimator. Banyan's services to modify the Project to bring the Construction Costs within any limitation established by the CLIENT will be considered Additional Services and paid for as such by the CLIENT.

REUSE OF DOCUMENTS

All documents and magnetic media including Drawings and Specifications prepared or furnished by Banyan pursuant to this Agreement are instruments of service in respect of the Project and Banyan shall retain an ownership and property interest therein whether or not the Project is completed. Any reuse without written verification or adaptation by Banyan for the specific purpose intended will be at CLIENT's sole risk and without liability or legal exposure to Banyan.

CONTROLLING LAW

This Agreement is to be governed by the law of the State of Idaho, principal place of business of Banyan Technology.

SUCCESSORS AND ASSIGNS

CLIENT and Banyan each is hereby bound and the partners, successors, executors, administrators and legal representatives of CLIENT and Banyan are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators and legal representatives of such other party, in respect of all covenants, agreements and obligations of this Agreement.

Nothing under this Agreement shall be construed to give any rights or benefits in this Agreement to anyone other than CLIENT and Banyan, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of CLIENT and Banyan and not for the benefit of any other party.

TIMES OF PAYMENTS

Banyan shall submit monthly statements for services rendered and for Reimbursable Expenses incurred. CLIENT shall make prompt monthly payments. If CLIENT fails to make any payment due Banyan for services and expenses within sixty (60) days after receipt of Banyan's statement therefor, the amounts due Banyan will be increased at the rate of 1% per month from said tenth day, and in addition, Banyan may, after giving ten days' written notice to CLIENT, suspend services under this Agreement until Banyan has been paid in full all amounts due for services, expenses and charges.

TERMINATION

The obligation to provide further services under this Agreement may be terminated by either party upon thirty days' written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party. If this Agreement is terminated by either party, Banyan will be paid for services rendered and for Reimbursable Expenses incurred to the date of such termination plus an allowance for demobilization costs as determined by Banyan. Furthermore, the CLIENT will be reimbursed for any unused prepaid amount of the Agreement.

MEDIATION BEFORE LITIGATION

No action or lawsuit shall commence nor recourse to a judicial forum be made (hereinafter "litigation") until CLIENT, Banyan, and/or other Parties of Real Interest have commenced, participated in and concluded nonbinding mediation, pursuant to the rules of mediation.

LEGAL FEES

In the event of any action brought by either party against the other to enforce any of the obligations hereunder or arising out of any dispute concerning the terms and conditions hereby created, the losing party shall pay the prevailing party such reasonable amounts for fees, costs and expenses, including attorney's fees as may be set by the Court.

EXTENT OF AGREEMENT

This Agreement represents the entire and integrated agreement between the CLIENT and Banyan and supersedes all prior negotiations, representations or agreements, either written or oral. The Agreement may be amended only by written instrument signed by both CLIENT and Banyan.



Rate Schedule Effective January 01, 2024

Rates and Services for Contract Customers

Banyan offers discounted rates for "Contract Customers." A "Contract Customer" is defined as a person or organization that commits to a service agreement with Banyan and guarantees payment of the negotiated fee annually. Since each organization's needs are different, agreements with Banyan Technology Inc. will differ. The annual fee is determined by the services you choose and the size of your system. As a contract customer you will get:

- 24 hour/7 days per week service/support commitment for on-site and telephone support.
- Priority Response Time - your issues are taken care of before non-contract customers.

PLC Programming/HMI Programming/Engineering

PLC programming and trouble-shooting including both telephone and field Support will be billed at \$ 150.00 per hour for non-contract customers and \$ 125.00 for contract customers.

SCADA and Alarm system programming and trouble-shooting including both telephone and field service support will be billed at \$ 120.00 per hour for non-contract customers and \$ 95.00 for contract customers.

Electrical Engineering design and support including both telephone and field support will be billed at \$ 175.00 per hour for non-contract customers and \$ 150.00 for contract customers.

Non-contract customers will be billed at the above hourly rates with a 4-hour minimum for after-hours, weekend, and holiday service calls.

Travel Time

Travel time is based on the travel time from our field service technician's current location to and from your location and billed at the appropriate hourly rate. Mileage to and from your location will be billed at the IRS Business standard mileage rate. Air travel, hotel, and meals will be billed at cost plus 15%.



City of Ketchum

PROCUREMENT MEMO

Meeting Date: Staff Member/Dept:

Agenda Item:

Recommended Motion:

"I move to approve Purchase Order #24048 to Thatcher Company, Inc for the purchase of Aluminum Sulfate to be used at the wastewater treatment plant for the amount of \$65,000.00."

Summary of Procurement Process:

Bidder	Bid Price
Univar Solutions	\$480.00/ton
Thatcher Company, Inc	\$369.93/ton

Low Bid Contractor	Bid Price	Budget Account/Number
Thatcher Company, Inc	\$369.93/ton	Wastewater Materials and Services/65-4350-3800

Background (if necessary):

- Aluminum Sulfate is used in the wastewater treatment process to promote coagulation and phosphorous removal.
- Addition of Aluminum Sulfate in the treatment process is necessary to comply with the phosphorous discharge limit required in our discharge permit.
- This is a blanket purchase order which is expected to cover aluminum sulfate purchases for the rest of the fiscal year.

Sustainability Impact:

None OR state impact here: None

Attachments:

1. Purchase Order #24048
2.
3.



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: 24048

To: 4098 THATCHER COMPANY, INC. PO BOX 35146 LB 1106 SEATTLE WA 98124-5146	Ship to: CITY OF KETCHUM PO BOX 2315 KETCHUM ID 83340
--	---

P. O. Date	Created By	Requested By	Department	Req Number	Terms
11/28/2023	KCHOMA	KCHOMA		0	

Quantity	Description	Unit Price	Total
1.00	ALUMINUM SULFATE 65-4350-3800	65,000.00	65,000.00
	SHIPPING & HANDLING		0.00
	TOTAL PO AMOUNT		65,000.00

Authorized Signature



City of Ketchum

PROCUREMENT MEMO

Meeting Date: **December 4th, 2023** Staff Member/Dept: **Juerg Stauffacher, Facilities Maintenance**

Agenda Item: **Recommendation to Approve Contract for Services with Alpine tree service LLC**

Recommended Motion:

I move to approve Contract # 24047 with Alpine Tree Service for the removal of 3 large Cottonwood trees on Trail creek.

Summary of Procurement Process:

Bidder	Bid Price
Arbor Care Tree Service	Not able to do the work
Carter Tree Service	\$13,000.-
Alpine Tree Service	\$11,085.-

Low Bid Contractor	Bid Price	Budget Account/Number
Alpine Tree Service	\$11,085	01-4193-9930

Background (if necessary):

<ul style="list-style-type: none">There are 3 dead Cottonwood trees in the steep slope above Trail creek downstream from Main Street bridge
<ul style="list-style-type: none">All of them could cause serious problems damming up the creek and two have potential to damage several houses at Andorra village.
<ul style="list-style-type: none">2 trees are just in reach of the crane and one tree must be climbed and pieced down.We are requesting access from PEG Ketchum Hotel LLC. To use their lot for staging.

Sustainability Impact:

None OR state impact here:

Attachments:

1. Alpine tree service quote
2. Purchase order # 24047
3.



Alpine Tree Service, INC.

Your Full Service
Tree Care Provider

Wood River Valley: 208 788 4441
Treasure Valley: 208 362 4478
P.O. Box 2790, Hailey, ID 83333

Email: info@alpinetreeservice.net

Proposal

Date: 8/2/2023

City of Ketchum

Job Name: City of Ketchum 20230802

PO Box 2315
Ketchum, ID 83340

Work Site: PO Box 2315
Ketchum, ID 83340

Phone: 208-726-3841 city desk

Proposed By: Not Assigned

#	Item	Description	Cost
1	Cottonwood	Remove - Crane Work - Wood River Division At or about 190 South Main Street in Ketchum. Remove two large, dead cottonwood trees from the trail creek bank southwest of the old medical office building. The scope and cost assumes that the City has secured permission for us to use the parking area at the vacant office building. Additionally, the removal of the two trees will most likely require the removal of one or two other trees, in order to provide operational space for our equipment. The work should only take a day, but we will fill that asphalt parking area with our equipment for that day.	\$8,640.00
			Total: \$8,640.00

To schedule the proposed work please sign and return this proposal.

☐ Please invoice me when the work is complete.

Customer Signature

Date

If you would like to use a credit card: We do charge a 2% processing fee on all credit cards



Card #

Exp. Date

Thank you for choosing Alpine Tree Service
Contact us for all your tree care needs: pruning, removal and plant health care.
Please visit our website at alpinetreeservice.net





Alpine Tree Service, INC.

Your Full Service
Tree Care Provider

Wood River Valley: 208 788 4441
Treasure Valley: 208 362 4478
P.O. Box 2790, Hailey, ID 83333

Email: info@alpinetreeservice.net

Proposal

Date: 8/25/2023

City of Ketchum

Job Name: City of Ketchum 20230825

PO Box 2315
Ketchum, ID 83340

Work Site: Trail Creek
Ketchum, ID. 83340

Phone: 208-726-3841 city desk

Proposed By: Carl Hjelm

#	Item	Description	Cost
1	Cottonwood	Remove - Tree Work - Wood River Division Cut and leave a large cottonwood leaning over the back of the structures behind 200 River Street East. We will ensure that the debris, which is to be left on site, is not left below the high water mark of Trail Creek.	\$2,445.00
			Total: \$2,445.00

To schedule the proposed work please sign and return this proposal.

☐ Please invoice me when the work is complete.

Customer Signature

Date

If you would like to use a credit card: We do charge a 2% processing fee on all credit cards



Card #

Exp. Date

Thank you for choosing Alpine Tree Service
Contact us for all your tree care needs: pruning, removal and plant health care.
Please visit our website at alpinetreeservice.net





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: 24047

To: 1116 ALPINE TREE SERVICE BOX 2790 HAILEY ID 83333	Ship to: CITY OF KETCHUM PO BOX 2315 KETCHUM ID 83340
--	---

P. O. Date	Created By	Requested By	Department	Req Number	Terms
11/27/2023	BANCONA	BANCONA	Facilities Maintenance	0	

Quantity	Description	Unit Price	Total
1.00	TREE REMOVAL- 190 S MAIN ST- JOB NAME 20230802 01-4193-9930	8,640.00	8,640.00
1.00	TREE REMOVAL- 200 RIVER ST- JOB NAME 20230825 01-4193-9930	2,445.00	2,445.00
	SHIPPING & HANDLING		0.00
	TOTAL PO AMOUNT		11,085.00

Authorized Signature



City of Ketchum

CITY COUNCIL MEETING AGENDA MEMO

Meeting Date: Staff Member/Dept:

Agenda Item:

Recommended Motion:

I move to approve Contract #24046 with Bigwood Landscaping for snow removal.

Reasons for Recommendation:

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

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

The contract is on an hourly basis. The Purchase order amount of \$32000.- is based on previous years average total and is budgeted in the facility maintenance division's Professional Services line item.

Sustainability Impact:

None

Financial Impact:

Adequate funds exist in account:

Attachments:

1. Contract Bigwood Landscaping
2. Purchase order 24046
- 3.



Snow Contract For 2023-2024 Season

HOURLY RATES

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

Standard Policies

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

Except in the case of minimum charges, all account billings will be in fifteen (15) minute increments. **All payments are due within 30 days of the billing date.** After that any unpaid balance will be assessed a 2.00% finance charge per month. Big Wood Landscape reserves the right to terminate service if payments are not received in a timely manner.

Plow Trucks & Equipment

Specific equipment used to clear driveways and/or roads will be determined by Big Wood Landscape. Route drivers typically begin their shift by 4:00am. In the event of heavy snowfall or consecutive storms, we may be able to return to the property the same day. **Year-round customers of Big Wood Landscape are given priority.**

Hand Labor

Unless previously arranged, equipment operators removing driveway snow are not scheduled to provide handwork for entries, walkways, or garage doors. Typically, this will be completed by a separate crew after plowing is complete.

Roof Shoveling

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

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

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

Client Name (Printed)

Mailing or E-Mail Address

Signature

Physical Address of Service



CITY OF KETCHUM
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: 24046

To: 1338 BIG WOOD LANDSCAPE, INC. P.O. BOX 310 KETCHUM ID 83340	Ship to: CITY OF KETCHUM PO BOX 2315 KETCHUM ID 83340
--	---

P. O. Date	Created By	Requested By	Department	Req Number	Terms
11/27/2023	BANCONA	BANCONA	Facilities Maintenance	0	

Quantity	Description	Unit Price	Total
1.00	SNOW REMOVAL FY 2024 01-4194-4200	32,000.00	32,000.00
	SHIPPING & HANDLING		0.00
	TOTAL PO AMOUNT		32,000.00

Authorized Signature



City of Ketchum

CITY COUNCIL MEETING AGENDA MEMO

Meeting Date: Staff Member/Dept:

Agenda Item:

Recommended Motion:

Reasons for Recommendation:

- Enourato's familiarity with the Main Street project since its inception ensures seamless continuity as she acts as a direct liaison with local businesses to help them manage throughout the project.
- Enourato has established relationships with the general public and local businesses fostering open communication on city projects and issues, which allows for effective collaboration and mitigating concerns during the Main Street project. She will facilitate clear and transparent information flow, addressing concerns and maintaining positive relations throughout the project. Through her proven track record in project support and communication within the city, she will navigate complexities and minimize resistance from impacted businesses.
- Enourato will collaborate with the city's project manager to provide specialized CIP support to complement the city's overall project management strategy.
- Enourato's familiarity with the Main Street project, CIP and city processes will allow her to step in with little effort to assist when needed.
- The Main Street project will fund 50% of the not to exceed contract and the remaining 50% is budget neutral as a result of other constrained professional services contracts.

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

Sustainability Impact:

Financial Impact:

None OR Adequate funds exist in account:	50% – Main Street fund 50% – Professional Services
--	---

Attachments:

1. Enourato Agreement 24052
2. Purchase Order 24052



City of Ketchum

INDEPENDENT CONTRACTOR AGREEMENT #24052 WITH LISA ENOURATO FOR PROJECT SUPPORT

This Independent Contractor Agreement (“Agreement”) is made and entered effective on the third day of January 2024, by and between the City of Ketchum, an Idaho municipal corporation (“City”), and Lisa Enourato. ("Contractor").

FINDINGS

- A. The City is a municipal corporation duly organized and existing under the laws of the State of Idaho.
- B. The City is empowered to enter into contracts and take such steps as are reasonably necessary to maintain the peace, good government and welfare of the City. Idaho Code §50-301 *et seq.*
- C. Contractor independently provides certain professional services which may be beneficial and of use for the general welfare of the City.
- D. The City finds that it is economical and efficient and that is in the best interests of the City to contract with Contractor for certain services as set forth herein (“Services”).

NOW, THEREFORE, the Parties enter into this Agreement according to the following terms and conditions:

1. **Description of Services.** Contractor will provide support for a variety of city projects that may require assistance as determined by the City Administrator.

Contractor will provide the following services for the Main Street project:

- a. Attend all meetings related to the project including scheduled design meetings; future construction meetings; and internal meetings on bike routes, streetscape, art and history elements, etc.
- b. Schedule, plan, attend and manage public open houses
- c. Maintain Project Main Street web page on www.projectketchum.org
- d. Direct communication with all city businesses and the general public on the specifics of the project
- e. Respond to all inquiries regarding project via email or in person meetings
- f. Consult with affected businesses on desires for specific improvements
- g. Present and acquire Construction Access Agreements to affected property owners
- h. Provide assistant project management services as requested by city project manager

Contract also enables the following projects to move forward:

- a. Trail Creek Bridge design (ITD south of town project)
- b. Implementation of Warm Springs Preserve Master Plan

- c. EV Charger at Leadville parking lot
 - d. Miscellaneous traffic calming projects
 - e. LHTAC grant application for Lewis and Warm Springs roundabout
 - f. Continue evaluation of separate ITD program for Serenade roundabout
 - g. Ore Wagon Museum repairs, maintenance and potential upgrades
 - h. LDS Church easement
 - i. Other items that may be assigned
2. **Payment for Services.** In exchange for the Services, the City shall pay Contractor an hourly rate of eighty-five dollars (\$85), not to exceed thirty thousand dollars (\$30,000) for the Main Street project and thirty thousand dollars (\$30,000) for miscellaneous CIP support. Contractor shall track and report to the City as to the Service activities and all time expended on the Services. Invoices for payment will be submitted monthly and payment will be made by City upon City review and approval within approximately thirty days.
3. **Term.** The term of this Agreement shall be through the duration and conclusion of the Services, not to exceed one year from the date of this Agreement. This term may be renewed or extended upon further written agreement between the parties.
4. **Independent Contractor.** Contractor performs the Services hereunder solely and exclusively as an independent contractor. Contractor is not an employee, servant, agent, partner, or joint venture of the City. The City will determine the projects or Services to be done by Contractor, but Contractor will determine the legal means by which it accomplishes the work specified by the City. This Agreement shall not be construed to create or establish any employer-employee relationship between the City and Contractor or make Contractor eligible for any City employment benefits. Contractor is solely responsible for all withholding and payment of all applicable federal, state, and local income or payroll taxes of any kind.
5. **Performance and Warranty.** Contractor will provide its own tools and equipment as needed to perform the Services. Contractor warrants that all equipment used to perform this Agreement will function safely, properly, and efficiently. Contractor warrants that all services will be timely performed in a safe, professional, and workmanlike manner.
6. **Indemnification.** Contractor releases, holds harmless, and agrees to indemnify City from and against all claims, suits, damages (including, without limitation, damages to persons and property including deaths, and all tax responsibilities), costs, losses, and expenses, in any manner related to or arising from the acts or omissions of Contractor, its managers, members, directors, officers, shareholders, agents, and employees.
7. **Limits of Liability.** Except for Consultant's confidentiality and indemnity obligations, respectively, and except for actions or claims arising from gross negligence or intentional or willful misconduct, Consultant's total liability to City shall not exceed the greater of (i) the total Consultant compensation value for the subtask of the project or (ii) the amount of recoverable insurance, regardless of whether any action or claim is based upon contract, warranty, tort (including negligence) or strict liability.

8. **Licensing.** Contractor represents that Contractors possesses the requisite skill, knowledge, and experience necessary to perform the Services. Contractor represents it has or agrees to obtain and maintain all necessary registrations, licenses, and insurance as may be required by the State of Idaho for the performance of the Services under this Agreement.

9. **Insurance.** Contractor is not covered by the City’s liability insurance policy. Contractor shall carry and maintain liability insurance in the following minimum amounts:

General liability	\$1,000,000.00 per occurrence; \$2,000,000.00 aggregate.
Personal Auto Liability	\$500,000.00 per accident with \$2,000,000 umbrella policy.
Professional Liability	\$1,000,000.00 per occurrence; \$2,000,000.00 aggregate.
Worker’s Compensation	As required by the State of Idaho, and not less than \$1,000,000.00 (Not currently required due to no employees)

Proof of said insurance shall be provided to City. Each policy of insurance required shall provide for no less than thirty-day advance notice to City prior to cancellation. In addition, the City shall be named an “Additional Insured” by all contractors and subcontractors.

10. **Notice.** All notices under this Agreement shall be in writing and addressed as follows:

CITY:	CONTRACTOR
City of Ketchum	Lisa Enourato
P.O. Box 2315	P.O. Box 2041
Ketchum, ID 83340	Hailey, ID 83333

11. **Compliance with Laws/Public Records.** Contractor, its managers, members, directors, officers, shareholders, agents, and employees shall comply with all federal, state and local laws, rules, and ordinances. This Agreement does not relieve Contractor of any obligation or responsibility imposed upon Contractor by law. Without limitation, Contractor hereby acknowledges that all writings and documents, including without limitation email, containing information relating to the conduct or administration of the public’s business prepared by Contractor for City regardless of physical form or characteristics may be public records pursuant to the Idaho Public Records Act. Contractor further acknowledges that, subject to certain limitations, the public may examine and take a copy of all such public writings and records. Accordingly, Contractor shall maintain such writings and records in such a manner that they may readily identified, retrieved and made available for such inspection and copying. Should Contractor wish to claim an exemption to disclosure on any record, Contractor shall identify such in advance and assume all costs of defense on any associated legal action to defend such claimed exemption from disclosure.

12. **Non-Assignment.** Contractor hereby acknowledges that City has agreed to enter this Agreement based in part on Contractor’s unique skills and reputation for professional work. Accordingly, Contractor may not assign, subcontract, or transfer in any manner this Agreement or any of Contractor’s right, title or interest in or to this Agreement without the prior written consent of City.

13. Amendments. This Agreement may only be changed, modified, or amended in writing executed by all parties.
14. Non-Waiver. The failure of either party to exercise any of its rights under this Agreement at any time does not constitute a breach of this Agreement and shall not be deemed to be a waiver of such rights or a waiver of any subsequent breach.
15. Headings. The headings in the Agreement are inserted for convenience and identification only and are in no way intended to describe, interpret, define, or limit the scope, extent, or intent of this Agreement or any provision hereof.
16. Attorney Fees and Costs. In the event that either party hereto is required to retain the services of an attorney to enforce any of its rights hereunder, the non-prevailing party shall pay to the prevailing party all reasonable costs and attorney fees incurred in such enforcement, whether or not litigation is commenced and including reasonable costs and attorney fees on appeal.
17. Governing Law. This Agreement shall be governed by the laws of the State of Idaho. Venue shall be in the Fifth Judicial District, Blaine County, Idaho.
18. Entire Agreement. This Agreement contains the entire Agreement between the parties respecting the matters herein set forth and supersedes any and all prior Agreements between the parties hereto respecting such matter.
19. Severability. If any part of this Agreement is held to be invalid or unenforceable, such part shall be considered as stricken and the rest of this Agreement shall continue in full force and effect and so as to preserve the agreement and intent to the fullest possible extent.
20. Execution and Signatures. This Agreement may be executed simultaneously in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
21. Authority. The parties executing this Agreement warrant, state, acknowledge, and affirm that they have the authority to sign the same and to bind themselves to the terms contained herein.

IN WITNESS WHEREOF, the Parties execute this Agreement.

CITY OF KETCHUM

LISA ENOURATO

Neil Bradshaw, Mayor

Lisa Enourato

ATTEST:

Trent Donat
City Clerk



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

PURCHASE ORDER
BUDGETED ITEM? ____ Yes ____ No

PURCHASE ORDER - NUMBER: 24052

To: 2001 ENOURATO, LISA	Ship to: CITY OF KETCHUM PO BOX 2315 KETCHUM ID 83340
--------------------------------------	---

P. O. Date	Created By	Requested By	Department	Req Number	Terms
12/01/2023	KCHOMA	KCHOMA		0	

Quantity	Description			Unit Price	Total
1.00	MAIN ST PROJECT SUPPORT	03-4193-7135	713504	30,000.00	30,000.00
1.00	CIP SUPPORT	01-4150-6500		30,000.00	30,000.00
SHIPPING & HANDLING					0.00
TOTAL PO AMOUNT					60,000.00

Authorized Signature



City of Ketchum

CITY COUNCIL MEETING AGENDA MEMO

Meeting Date:

December 4, 2023

 Staff Member/Dept:

Lisa Enourato/Administration

Agenda Item:

Recommendation to approve the Agreement 24053 with David Barovetto for architectural services.
--

Recommended Motion:

I move to approve Agreement 24053 with David Barovetto for architectural services on the Ore Wagon Museum.
--

Reasons for Recommendation:

- | |
|---|
| <ul style="list-style-type: none">• The Ore Wagon Museum is in dire need of repairs and maintenance. |
| <ul style="list-style-type: none">• The original doors are becoming inoperable due to age, the building needs to be repainted and there are ADA issues that have caused injuries in the past two years. |
| <ul style="list-style-type: none">• As the original architect of the Ore Wagon Museum, David Barovetto possesses an in-depth understanding of the building's design intent, ensuring that any repairs, maintenance or improvements align with its initial vision. |
| <ul style="list-style-type: none">• Staff would like to explore opportunities to expand the space around the building to accommodate a broader range of exhibits, events and activities. |

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

Opportunities the city would like to explore:

- | |
|--|
| <ul style="list-style-type: none">• Implement measures to enhance ADA accessibility• Add restroom facilities adjacent to the museum to enhance visitor convenience and comfort• Designate specific areas around the museum for educational purposes such as informational displays to engage and educate visitors• Add storage area adjacent to the museum to house items currently stored in the museum area so that visitors can experience the ore wagons when visiting the museum |
|--|

Sustainability Impact:

None OR state impact here: None

Financial Impact:

None OR Adequate funds exist in account:	CIP Contingency
--	-----------------

Attachments:

- | |
|------------------------------|
| 1. Barovetto Agreement 24053 |
| 2. Purchase Order 24053 |



City of Ketchum

INDEPENDENT CONTRACTOR AGREEMENT #24053 WITH DAVID BAROVETTO FOR ARCHITECTURAL SERVICES

This Independent Contractor Agreement ("Agreement") is made and entered effective to the ____ day of ____ 2023, by and between the City of Ketchum, an Idaho municipal corporation ("City"), and David Barovetto. ("Architect").

FINDINGS

- A. The City is a municipal corporation duly organized and existing under the laws of the State of Idaho.
- B. The City is empowered to enter into contracts and take such steps as are reasonably necessary to maintain the peace, good government and welfare of the City. Idaho Code §50-301 *et seq.*
- C. Architect independently provides certain professional services which may be beneficial and of use for the general welfare of the City.
- D. The City finds that it is economical and efficient and that is in the best interests of the City to contract with Architect for certain services as set forth herein ("Services").

NOW, THEREFORE, the Parties enter into this Agreement according to the following terms and conditions:

1. **Description of Services.** Architect will provide architectural services to conceive, design and provide estimates for necessary repairs and addition to the Ore Wagon Museum/Bonning Cabin. Additional phases of the project would proceed upon approval of Council.
 - a. Site Visit: Architect will met with City on site to view existing conditions and discuss development concepts
 - b. Concept Drawings: Architect will produce a Plan Concept at a scale of 1"=10'. Included with the Concept will be an estimated cost range for the proposed repairs and improvements
2. **Payment for Services.** In exchange for the Services, the City shall pay Architect an hourly rate of \$150, not-to-exceed \$8,000. Architect shall track and report to the City as to the Service activities and all time expended on the Services. Invoices for payment will be submitted monthly and payment made by City upon City review and approval within approximately thirty days.
3. **Term.** The term of this Agreement shall be through the duration and conclusion of the Services, not to exceed one year from the date of this Agreement. This term may be renewed or extended upon further written agreement between the parties.

4. **Independent Contractor.** Architect performs the Services hereunder solely and exclusively as an independent contractor. Architect is not an employee, servant, agent, partner, or joint venture of the City. The City will determine the projects or Services to be done by Architect, but Architect will determine the legal means by which it accomplishes the work specified by the City. This Agreement shall not be construed to create or establish any employer-employee relationship between the City and Architect or make Architect eligible for any City employment benefits. Architect is solely responsible for all withholding and payment of all applicable federal, state, and local income or payroll taxes of any kind.
5. **Performance and Warranty.** Architect will provide its own tools and equipment as needed to perform the Services. Architect warrants that all equipment used to perform this Agreement will function safely, properly, and efficiently. Architect warrants that all services will be timely performed in a safe, professional, and workmanlike manner.
6. **Indemnification.** Architect releases, holds harmless, and agrees to indemnify City from and against all claims, suits, damages (including, without limitation, damages to persons and property including deaths, and all tax responsibilities), costs, losses, and expenses, in any manner related to or arising from the acts or omissions of Architect, its managers, members, directors, officers, shareholders, agents, and employees.
7. **Limits of Liability.** Except for Consultant's confidentiality and indemnity obligations, respectively, and except for actions or claims arising from gross negligence or intentional or willful misconduct, Consultant's total liability to City shall not exceed the greater of (i) the total Consultant compensation value for the subtask of the project or (ii) the amount of recoverable insurance, regardless of whether any action or claim is based upon contract, warranty, tort (including negligence) or strict liability.
8. **Licensing.** Architect represents that Architect possesses the requisite skill, knowledge, and experience necessary to perform the Services. Architect represents it has or agrees to obtain and maintain all necessary registrations, licenses, and insurance as may be required by the State of Idaho for the performance of the Services under this Agreement.
9. **Insurance.** Architect is not covered by the City's liability insurance policy. Architect shall carry and maintain liability insurance in the following minimum amounts:

General liability	\$1,000,000.00 per occurrence; \$2,000,000.00 aggregate.
Personal Auto Liability	\$500,000.00 per accident with \$2,000,000 umbrella policy.
Professional Liability	\$1,000,000.00 per occurrence; \$2,000,000.00 aggregate.
Worker's Compensation	As required by the State of Idaho, and not less than \$1,000,000.00 (Not currently required due to no employees)

Proof of said insurance shall be provided to City. Each policy of insurance required shall provide for no less than thirty-day advance notice to City prior to cancellation. In addition, the City shall be named an "Additional Insured" by all contractors and subcontractors.

10. **Notice.** All notices under this Agreement shall be in writing and addressed as follows:

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

ARCHITECT
David Barovetto
P.O. Box 269
Sun Valley, ID 83353

11. **Compliance with Laws/Public Records.** Architect, its managers, members, directors, officers, shareholders, agents, and employees shall comply with all federal, state and local laws, rules, and ordinances. This Agreement does not relieve Architect of any obligation or responsibility imposed upon Architect by law. Without limitation, Architect hereby acknowledges that all writings and documents, including without limitation email, containing information relating to the conduct or administration of the public's business prepared by Architect for City regardless of physical form or characteristics may be public records pursuant to the Idaho Public Records Act. Architect further acknowledges that, subject to certain limitations, the public may examine and take a copy of all such public writings and records. Accordingly, Architect shall maintain such writings and records in such a manner that they may readily identified, retrieved and made available for such inspection and copying. Should Architect wish to claim an exemption to disclosure on any record, Architect shall identify such in advance and assume all costs of defense on any associated legal action to defend such claimed exemption from disclosure.
12. **Non-Assignment.** Architect hereby acknowledges that City has agreed to enter this Agreement based in part on Architect's unique skills and reputation for professional work. Accordingly, Architect may not assign, subcontract, or transfer in any manner this Agreement or any of Architect's right, title or interest in or to this Agreement without the prior written consent of City.
13. **Amendments.** This Agreement may only be changed, modified, or amended in writing executed by all parties.
14. **Non-Waiver.** The failure of either party to exercise any of its rights under this Agreement at any time does not constitute a breach of this Agreement and shall not be deemed to be a waiver of such rights or a waiver of any subsequent breach.
15. **Headings.** The headings in the Agreement are inserted for convenience and identification only and are in no way intended to describe, interpret, define, or limit the scope, extent, or intent of this Agreement or any provision hereof.
16. **Attorney Fees and Costs.** In the event that either party hereto is required to retain the services of an attorney to enforce any of its rights hereunder, the non-prevailing party shall pay to the prevailing party all reasonable costs and attorney fees incurred in such enforcement, whether or not litigation is commenced and including reasonable costs and attorney fees on appeal.

17. Governing Law. This Agreement shall be governed by the laws of the State of Idaho. Venue shall be in the Fifth Judicial District, Blaine County, Idaho.
18. Entire Agreement. This Agreement contains the entire Agreement between the parties respecting the matters herein set forth and supersedes any and all prior Agreements between the parties hereto respecting such matter.
19. Severability. If any part of this Agreement is held to be invalid or unenforceable, such part shall be considered as stricken and the rest of this Agreement shall continue in full force and effect and so as to preserve the agreement and intent to the fullest possible extent.
20. Execution and Signatures. This Agreement may be executed simultaneously in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
21. Authority. The parties executing this Agreement warrant, state, acknowledge, and affirm that they have the authority to sign the same and to bind themselves to the terms contained herein.

IN WITNESS WHEREOF, the Parties execute this Agreement.

CITY OF KETCHUM

DAVID BAROVETTO, ARCHITECT

Neil Bradshaw, Mayor

David Barovetto, Owner

ATTEST:

Trent Donat
City Clerk



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

PURCHASE ORDER

BUDGETED ITEM? ____ Yes ____ No

PURCHASE ORDER - NUMBER: 24053

To: 6115 BAROVETTO, DAVID PO BOX 269 SUN VALLEY ID	Ship to: CITY OF KETCHUM PO BOX 2315 KETCHUM ID 83340
---	---

P. O. Date	Created By	Requested By	Department	Req Number	Terms
12/01/2023	KCHOMA	KCHOMA		0	

Quantity	Description	Unit Price	Total
1.00	ORE WAGON MUSEUM UPGRADES & REPAI 03-4193-9930	8,000.00	8,000.00
	SHIPPING & HANDLING		0.00
	TOTAL PO AMOUNT		8,000.00

Authorized Signature



City of Ketchum

PROCUREMENT MEMO

Meeting Date: Staff Member/Dept:

Agenda Item:

Recommended Motion:

Summary of Procurement Process:

Bidder	Bid Price
freeform	\$28,269.51 (includes 4 workstations, totaling \$15,726.47, in bid price)
HB Workplaces Sprague Studios	\$23,874.23 (only includes 2 workstations, totaling \$11,106.24 in bid price)
Interior Solutions	Incomplete bid

Low Bid Contractor	Bid Price	Budget Account/Number
freeform	\$28,269.51	01-4193-9930

Background (if necessary):

<ul style="list-style-type: none">With the addition of two new positions (Senior Project Manager and Administrative Services Specialist) the city lacks necessary workspace for staff, requiring the addition of furniture to accommodate existing and new current and future staffing.
<ul style="list-style-type: none">Furniture will provide semi-private office space on the second floor for Community Engagement Manager and Community Engagement Coordinator, and open office space for three Community Service Officers and new Administrative Services Specialist.
<ul style="list-style-type: none">Furniture package matches previous purchase from freeform in reception area.
<ul style="list-style-type: none">Staff was able to reduce pricing with freeform by eliminating installation fee. However, due to short staffing and snow removal requirements in the Facilities Division, the city does not have the resources available to install the furniture.

Sustainability Impact:

Attachments:

1. Freeform Quotation #18282-49906
2. Purchase Order #24049



Ketchum City Hall

CUSTOM DESIGN PROPOSAL

Date: 11/22/2023

Prepared For: Lisa Enourato

Quote Number: 18282-49906

Valid For 30 Days

Prepared by: Phil Ruebel

Confidential

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Project Scope

Bill To

Ketchum City Hall
Ketchum City Hall
191 5th St W
Ketchum, ID 83340

Install To

Ketchum City Hall
Ketchum City Hall
191 5th St W
Ketchum, ID 83340

Project Investment

Project Total	\$28,269.51
Tax (8%)	\$0.00
Grand Total	\$28,269.51

Payment Schedule

50% Deposit/Net 30

50% Deposit Due at Signing	\$14,134.76
----------------------------	-------------

Price Summary by Phase

Option	Phase / TAG	Price	Tax	Total
Ketchum Workstations Final 11.22.23	#O_2 Workstations	\$6,878.83	\$0.00	\$6,878.83
	#G_4 Workstations	\$15,726.47	\$0.00	\$15,726.47
	Freight	\$0.00	\$0.00	\$0.00
	Installation and Services	\$4,760.00	\$0.00	\$4,760.00
	Installation	\$0.00	\$0.00	\$0.00
	Design	\$0.00	\$0.00	\$0.00
	Delivery Charges	\$0.00	\$0.00	\$0.00
	Service Fees Design - Project Management	\$904.21	\$0.00	\$904.21
		\$28,269.51	\$0.00	\$28,269.51
Grand Total		\$28,269.51	\$0.00	\$28,269.51

Freeform (Formerly BII)
 176 S Capitol Blvd
 Boise, ID 83702
 Phone: (208) 384-5050
<http://www.FreeformSpaces.com>



QUOTATION

18282-49906

VALID UNTIL 12/22/2023

BILL TO

Ketchum City Hall
 Ketchum City Hall
 191 5th St W
 Ketchum, ID 83340

INSTALL TO

Ketchum City Hall
 Ketchum City Hall
 191 5th St W
 Ketchum, ID 83340

Salesperson
 Phil Ruebel



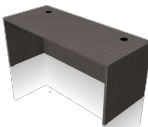


Payment Terms
 50% Deposit/Net 30

DELIVER TO

Ketchum City Hall
 Ketchum City Hall
 191 5th St W
 Ketchum, ID 83340


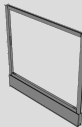
Ketchum Workstations Final 11.22.23

#O_2 Workstations

LINE #	QTY	UNIT	PART # / DESCRIPTION	PRICE EA	EXT PRICE
1	4.00	EA	H10501 / 10500 Series3/4 Height Ped Box/File 15-5/8W x 2	\$302.15	\$1,208.60
					
OPTIONS \$(L1STD) Grd L1 Standard Laminates (Select Laminate) .PINC Pinnacle (Select Grade 1 Laminate Finish)					
2	2.00	EA	H10561 / 10500 Series Return Shell 29-1/2H x 48W x 24D	\$302.62	\$605.24
					
OPTIONS \$(L1STD) Grd L1 Standard Laminates (Select Top Laminate Color) .PINC Pinnacle (Select Top Laminate Color) PINC Pinnacle (Select Chassis Laminate Color)					
3	2.00	EA	H10592 / 10500 Series Desk Shell 72W x 30D x 29-1/2H	\$440.85	\$881.70
					
OPTIONS \$(L1STD) Grd L1 Standard Laminates (Select Top Laminate Color) .PINC Pinnacle (Select Top Laminate Color) PINC Pinnacle (Select Chassis Laminate Color)					
4	1.00	EA	VZAL-5800 / Compose, Vertical Light Block, 58in	\$2.76	\$2.76
					
5	3.00	EA	VZCE-5800-A / Compose,Panel Trim,End-Of-Run 58In.H, Alum	\$103.64	\$310.92
					
OPTIONS TR-G Gray Tone Grd A (Edge Trim Color)					

Ketchum Workstations Final 11.22.23

#O_2 Workstations

LINE #	QTY	UNIT	PART # / DESCRIPTION	PRICE EA	EXT PRICE
6	1.00	EA	VZCT-5800-A / Compose,Connector Trim,Corner,3-Way 58In.H, Alum  OPTIONS TR-G Gray Tone Grd A (Edge Trim Color) TR-G Gray Tone Grd A (Top Trim Color A)	\$182.65	\$182.65
7	2.00	EA	VZSG-1254-1S4 / Compose,Topper, 1/4" Glass 12In.H X 54In.W, Standard OPTIONS SK-1C Clear Grd A (Surface Color 1A)	\$197.85	\$395.70
8	2.00	EA	VZSG-1260-1S4 / Compose,Topper, 1/4" Glass 12In.H X 60In.W, Standard OPTIONS SK-1C Clear Grd A (Surface Color 1A)	\$208.21	\$416.42
9	2.00	EA	VZST-0054-A4 / Compose,Bottom Rail Kit,Frameless Topper 54In.W, Alum OPTIONS TR-G Gray Tone Grd A (Trim Color 1A)	\$97.36	\$194.72
10	2.00	EA	VZST-0060-A4 / Compose,Bottom Rail Kit,Frameless Topper 60In.W, Alum OPTIONS TR-G Gray Tone Grd A (Trim Color 1A)	\$102.34	\$204.68
11	2.00	EA	VZFF-5854-NNBNNR / Compose, Frm,58Hx54W,Bs NoPwr,BsTrm/NoBsTrm,No Blt Pwr,Std OPTIONS TR-G Gray Tone Grd A (Edge Trim Color) TR-G Gray Tone Grd A (Base Trim Color A)	\$141.49	\$282.98
12	2.00	EA	VZTI-4854-FNC / Compose,Single Tile,48In.HX54In.W,Fabric/Tackable,Std Core,No Tech  OPTIONS (33) Camp Grd B (Surface Color 1A) 33-TE Tent Grd B (Surface Color 1A)	\$156.35	\$312.70
13	2.00	EA	VZTI-5654-DNN / Compose,Single Tile,56In.HX54In.W,Laminate,Std Core,No Tech OPTIONS H-KL Neo Walnut Grd B (Surface Color 1A) HP-KL Neo Walnut Grd A (Edge Trim Color)	\$441.29	\$882.58
14	2.00	EA	VZFF-5860-NNBBNR / Compose, Frm,58Hx60W,Bs NoPwr,BsTrm/BsTrm,No Blt Pwr,Std  OPTIONS TR-G Gray Tone Grd A (Edge Trim Color) TR-G Gray Tone Grd A (Base Trim Color A) TR-G Gray Tone Grd A (Base Trim Color B)	\$162.15	\$324.30

Ketchum Workstations Final 11.22.23

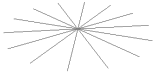
#O_2 Workstations

LINE #	QTY	UNIT	PART # / DESCRIPTION	PRICE EA	EXT PRICE
15	4.00	EA	VZTI-4860-FNC / Compose,Single Tile,48In.HX60In.W,Fabric/Tackable,Std Core,No Tech	\$168.22	\$672.88
			OPTIONS		
			(33) Camp Grd B (Surface Color 1A)		
			33-TE Tent Grd B (Surface Color 1A)		

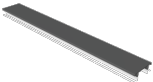


#G_4 Workstations

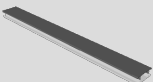
LINE #	QTY	UNIT	PART # / DESCRIPTION	PRICE EA	EXT PRICE
16	1.00	EA	4450-2101,TR-00G / TOUCH UP PAINT BTL W/BRUSH, SVC PART	\$34.97	\$34.97
17	6.00	EA	7761-4402 / COMPOSE PANEL ALIGNER PINS, SVC PART	\$10.50	\$63.00
18	4.00	EA	JPAH-24-T3 / X Series,Pedestal,Attached,B/B/F,24"D,LamDrwFrt, Lam Lkrl,Taper Pull	\$489.55	\$1,958.20
			OPTIONS		
			TR-G Gray Tone Grd A (Case Color)		
			H-KL Neo Walnut Grd B (Drawer Front Color 1A)		
			HP-KL Neo Walnut Grd A (Drawer Front Edge Color)		
			LR-BP Chrome Grd A (Lock Color)		
19	4.00	EA	Haworth Key Set / HW,Lock Set, Keyed Alike,Lock Plug And Key, Qty Of 1	\$0.00	\$0.00
			OPTIONS		
			LX-BP Chrome Grd A (Lock Color)		



20	8.00	EA	VZAL-5800 / Compose, Vertical Light Block, 58in	\$2.76	\$22.08
21	2.00	EA	VZCC-0024-A / Compose,Top Trim 24In.W,Alumn	\$38.96	\$77.92
			OPTIONS		
			TR-G Gray Tone Grd A (Top Trim Color A)		



22	12.00	EA	VZCC-0030-A / Compose,Top Trim 30In.W,Alumn	\$42.26	\$507.12
			OPTIONS		
			TR-G Gray Tone Grd A (Top Trim Color A)		



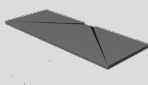






Ketchum Workstations Final 11.22.23

#G_4 Workstations

LINE #	QTY	UNIT	PART # / DESCRIPTION	PRICE EA	EXT PRICE
23	4.00	EA	VZCC-0036-A / Compose,Top Trim 36In.W,Alumn	\$45.55	\$182.20
			OPTIONS		
			TR-G Gray Tone Grd A (Top Trim Color A)		
24	2.00	EA	VZCC-0048-A / Compose,Top Trim 48In.W,Alumn	\$52.13	\$104.26
			OPTIONS		
			TR-G Gray Tone Grd A (Top Trim Color A)		
25	6.00	EA	VZCE-5800-A / Compose,Panel Trim,End-Of-Run 58In.H, Alum	\$103.64	\$621.84
			OPTIONS		
			TR-G Gray Tone Grd A (Edge Trim Color)		
26	4.00	EA	VZCL-5800-A / Compose,Connector Trim,Corner,2-Way 58In.H, Alum	\$212.29	\$849.16
			OPTIONS		
			TR-G Gray Tone Grd A (Edge Trim Color)		
			TR-G Gray Tone Grd A (Top Trim Color A)		
27	2.00	EA	VZCT-5800-A / Compose,Connector Trim,Corner,3-Way 58In.H, Alum	\$182.65	\$365.30
			OPTIONS		
			TR-G Gray Tone Grd A (Edge Trim Color)		
			TR-G Gray Tone Grd A (Top Trim Color A)		
28	1.00	EA	VZCX-5800-A / Compose,Connector Trim,Corner,4-Way 58In.H, Alum	\$129.44	\$129.44
			OPTIONS		
			TR-G Gray Tone Grd A (Top Trim Color A)		
29	4.00	EA	WURA-2448-LJSA / Worksurface, Rect,24Dx48W,Lam,Edgeband,Std Core,Notched	\$173.65	\$694.60
			OPTIONS		
			H-KL Neo Walnut Grd B (Worktop Surface Color)		
			HP-KL Neo Walnut Grd A (Worktop Edge Color-Users Edge)		






Ketchum Workstations Final 11.22.23

#G_4 Workstations

LINE #	QTY	UNIT	PART # / DESCRIPTION	PRICE EA	EXT PRICE
30	4.00	EA	WURA-2460-LJSA / Worksurface, Rect,24Dx60W,Lam,Edgeband,Std Core,Notched  OPTIONS H-KL Neo Walnut Grd B (Worktop Surface Color) HP-KL Neo Walnut Grd A (Worktop Edge Color-Users Edge)	\$204.09	\$816.36
31	2.00	EA	ZZBA-0000-PL / Side/Corner Bracket,LH 	\$8.41	\$16.82
32	2.00	EA	ZZBA-0000-PR / Side/Corner Bracket,RH 	\$8.41	\$16.82
33	6.00	EA	ZZBD-1600-CP / Compose,Cntlv Brkt,, Standard,16In.D,Painted,Bh  OPTIONS TR-G Gray Tone Grd A (Bracket Color)	\$65.31	\$391.86
34	4.00	EA	ZZBD-1600-CR / Compose,Cntlv Brkt,, Standard,16In.D,Painted,RH  OPTIONS TR-G Gray Tone Grd A (Bracket Color)	\$34.62	\$138.48
35	2.00	EA	VZFF-5824-NNBBNR / Compose, Frm,58Hx24W,Bs NoPwr,BsTrm/BsTrm,No Blt Pwr,Std  OPTIONS TR-G Gray Tone Grd A (Edge Trim Color) TR-G Gray Tone Grd A (Base Trim Color A) TR-G Gray Tone Grd A (Base Trim Color B)	\$104.65	\$209.30
36	4.00	EA	VZTI-4824-FNN / Compose,Single Tile,48In.HX24In.W,Fabric/Tackable,Std Core,No Tech  OPTIONS (33) Camp Grd B (Surface Color 1A) 33-TE Tent Grd B (Surface Color 1A)	\$97.00	\$388.00



Ketchum Workstations Final 11.22.23

#G_4 Workstations

LINE #	QTY	UNIT	PART # / DESCRIPTION	PRICE EA	EXT PRICE
37	4.00	EA	VZFF-5830-NNBBNR / Compose, Frm,58Hx30W,Bs NoPwr,BsTrm/BsTrm,No Blt Pwr,Std	\$112.77	\$451.08
			OPTIONS		
			TR-G	Gray Tone Grd A (Edge Trim Color)	
			TR-G	Gray Tone Grd A (Base Trim Color A)	
			TR-G	Gray Tone Grd A (Base Trim Color B)	
38	8.00	EA	VZTI-4830-FNN / Compose,Single Tile,48In.HX30In.W,Fabric/Tackable,Std Core,No Tech	\$108.87	\$870.96
			OPTIONS		
			(33)	Camp Grd B (Surface Color 1A)	
			33-TE	Tent Grd B (Surface Color 1A)	
39	8.00	EA	VZFF-5830-NNBBNR / Compose, Frm,58Hx30W,Bs NoPwr,BsTrm/NoBsTrm,No Blt Pwr,Std	\$105.12	\$840.96
			OPTIONS		
			TR-G	Gray Tone Grd A (Edge Trim Color)	
			TR-G	Gray Tone Grd A (Base Trim Color A)	
40	8.00	EA	VZTI-4830-FNN / Compose,Single Tile,48In.HX30In.W,Fabric/Tackable,Std Core,No Tech	\$108.87	\$870.96
			OPTIONS		
			(33)	Camp Grd B (Surface Color 1A)	
			33-TE	Tent Grd B (Surface Color 1A)	
41	8.00	EA	VZTI-5630-DNN / Compose,Single Tile,56In.HX30In.W,Laminate,Std Core,No Tech	\$260.69	\$2,085.52
			OPTIONS		
			H-KL	Neo Walnut Grd B (Surface Color 1A)	
			HP-KL	Neo Walnut Grd A (Edge Trim Color)	
42	4.00	EA	VZFF-5836-NNBBNR / Compose, Frm,58Hx36W,Bs NoPwr,BsTrm/NoBsTrm,No Blt Pwr,Std	\$113.25	\$453.00
			OPTIONS		
			TR-G	Gray Tone Grd A (Edge Trim Color)	
			TR-G	Gray Tone Grd A (Base Trim Color A)	
43	4.00	EA	VZTI-4836-FNC / Compose,Single Tile,48In.HX36In.W,Fabric/Tackable,Std Core,No Tech	\$120.74	\$482.96
			OPTIONS		
			(33)	Camp Grd B (Surface Color 1A)	
			33-TE	Tent Grd B (Surface Color 1A)	
44	4.00	EA	VZTI-5636-DNN / Compose,Single Tile,56In.HX36In.W,Laminate,Std Core,No Tech	\$305.84	\$1,223.36
			OPTIONS		
			H-KL	Neo Walnut Grd B (Surface Color 1A)	
			HP-KL	Neo Walnut Grd A (Edge Trim Color)	

Ketchum Workstations Final 11.22.23

#G_4 Workstations

LINE #	QTY	UNIT	PART # / DESCRIPTION	PRICE EA	EXT PRICE
45	2.00	EA	VZFF-5848-NNBBNR / Compose, Frm,58Hx48W,Bs NoPwr,BsTrm/BsTrm,No Blt Pwr,Std	\$141.01	\$282.02
	OPTIONS				
	TR-G Gray Tone Grd A (Edge Trim Color)				
	TR-G Gray Tone Grd A (Base Trim Color A)				
	TR-G Gray Tone Grd A (Base Trim Color B)				
46	4.00	EA	VZTI-4848-FNC / Compose,Single Tile,48In.HX48In.W,Fabric/Tackable,Std Core,No Tech	\$144.48	\$577.92
	OPTIONS				
	(33) Camp Grd B (Surface Color 1A)				
	33-TE Tent Grd B (Surface Color 1A)				

Freight

LINE #	QTY	UNIT	PART # / DESCRIPTION	PRICE EA	EXT PRICE
47	1.00	EA	Freight / Freight Charges	\$0.00	\$0.00

Installation

LINE #	QTY	UNIT	PART # / DESCRIPTION	PRICE EA	EXT PRICE
48	1.00	EA	Installation / Installation During Normal Business Hours	\$0.00	\$0.00

Installation and Services

LINE #	QTY	UNIT	PART # / DESCRIPTION	PRICE EA	EXT PRICE
49	1.00	EA	Installation and Services / Installation and Services During Normal Business Hours	\$4,760.00	\$4,760.00

Design

LINE #	QTY	UNIT	PART # / DESCRIPTION	PRICE EA	EXT PRICE
50	1.00	EA	Design / Design Time	\$0.00	\$0.00

Delivery Charges

LINE #	QTY	UNIT	PART # / DESCRIPTION	PRICE EA	EXT PRICE
51	1.00	EA	Delivery Charges / Delivery During Normal Business Hours	\$0.00	\$0.00

Service Fees | Design - Project Management

LINE #	QTY	UNIT	PART # / DESCRIPTION	PRICE EA	EXT PRICE
52	1.00	EA	Service Fees Design - Project Management	\$904.21	\$904.21

Freeform (Formerly BII)
176 S Capitol Blvd
Boise, ID 83702
Phone: (208) 384-5050
<http://www.FreeformSpaces.com>



QUOTATION

18282-49906

VALID UNTIL 12/22/2023

Ketchum Workstations Final 11.22.23

CUSTOMER SIGN OFF

subtotal	\$28,269.51
sales tax	\$0.00
<hr/>	
total	\$28,269.51

Authorized Signature

Accepted Date

Print Name

TERMS AND CONDITIONS

AGREEMENT IN WRITING

The following terms and conditions represent the full statement of agreement between Buyer and Seller. Any amendments to these terms must be in writing and signed by an officer of Freeform.

PAYMENT TERMS

1. Acceptance of delivery constitutes acceptance of the merchandise as delivered
2. Freeform payment terms are:
Orders \$10K+ 50% NET 45
 - a. Deposit: 50% deposit prior to order entry
 - b. Net 45:
 - a. Product invoiced 45 calendar days after order placement, or upon receipt of product in full (either at BII/Freeform warehouse or at customer site for drop ship orders), whichever is sooner
 - b. Due 30 days after invoice date (75 days after order placement)
 - c. Labor/Installation will be billed upon project completion
 - c. **Multi-Phase Projects - Progress Payments:**
 - a. Orders will be placed separately based on installation schedule
 - b. Product billed 45 days after order placement, or upon receipt of product in full (either at BII/Freeform warehouse or at customer site for drop ship orders), whichever is sooner
 - c. Due 30 days after invoice date
 - d. Labor/Installation will be billed upon phase completion
 - e. If project is delayed due to Customer schedule changes, invoices will continue to be processed as above and storage fees will apply for product received and stored* (See Storage fees below in *Delivery and Installation item 5. Storage*)
- Orders less than \$10K**
 - a. Due upon receipt of purchase order, signed quote, or any other request to order.
 - b. Orders will not be placed until full payment has been made.
3. **Credit card payments**
 - a. A 3% fee will be passed along to buyer on ALL credit card transactions
4. No payment shall be withheld on any invoice because of partial delivery of the entire order.
5. Punch list items to be resolved are treated as separate orders and do not remove the Buyer's obligation to remit payment per project terms
6. **Finance Charge for Late Payments**
 - a. The buyer agrees to pay a finance charge of 1-1/2 percent (1.5%) per month at the annual percentage rate of 18 percent (18%) on all delinquent invoices as well as expenses, attorney fees and court costs which seller incurs by reason of buyer's default.
7. In the event that special materials, fabrics or services (such as COM, COL, etc.) must be ordered by the seller from a secondary vendor for delivery to the primary vendor, the buyer will consider such materials, fabrics or services acceptable for purposes of payment at the time of delivery to the primary vendor.
8. Title passes to buyer at Seller's warehouse location or Buyer's site, whichever is first.

RETURN GOODS. All merchandise, stock or otherwise, are considered a Final Sale. All products are made to customer specifications and agreed upon prior to order being placed, therefore they are not able to be returned to the manufacturer or Business Interiors of Idaho. Only orders placed in error (differing from specifications on signed quote) by Business Interiors of Idaho will be accepted for return.

TAXES. Prices may not include applicable sales, use, excise or any other tax. Any applicable taxes will be added to prices at time of invoicing and the buyer agrees to pay same. Buyers exempt from taxes will furnish Certificate of Exemption at time of execution of this agreement.

FREIGHT. Freight charges, if applicable, are invoiced separately. Freight charges for all regular Haworth orders are included.

CANCELLATION AND CHANGES. Office furniture is made to order. In the event that this proposal is accepted (confirmed) by the buyer and becomes an order, it is understood and agreed that it cannot be cancelled except by mutual consent.

The seller's order confirmation is final and binding and any subsequent changes are subject to seller's ability to conform and are dependent upon factory approval. Changes in quantity or specifications are subject to approval by seller and manufacturer. Resulting additional charges from the manufacturer shall be paid by the buyer with a 50% deposit. All requests for changes in quantity or specification shall be delivered to the seller in writing.

DELIVERY AND INSTALLATION. In the event that delivery and/or installation is required as a part of this proposal, the following provisions shall apply, unless otherwise stated in the body of the proposal.

1. **Condition of Job Site** - The site shall be clean, clear and free of debris prior to installation.
 - a. Premises shall be in readiness to receive goods. Installation will be into an unoccupied space, free and clear of all construction trades, materials and other obstructions. All paneling, painting, ceiling and carpet work will be completed or substantially done, so as not to cause delays to the installation. Carpet must be cleaned or vacuumed and floors to be broom cleaned and free of debris prior to placement of furniture. In the event that an area scheduled for installation is determined by Freeform not to be ready, additional charge of at hourly rate of \$75/man hour will be applicable if buyer requests installation to proceed as scheduled.
 - b. Site or area unreadiness, which results in a disruption of the installation schedule will result in additional charge of at

- hourly rate of \$75/man hour for additional work required to complete installation.
- c. Doorways, opening and elevators will be of sufficient size and carrying capacity to permit delivery of goods without dismantling, knocking down, hoisting or lowering.
 - d. Any special handling of furniture necessitated by site conditions, such as hand carrying to designated floors or double handling, will be charged in addition, at hourly rate of \$75/man hour.
2. **Job Site Services** - Electric current, heat, hoisting and/or elevator service will be furnished without charge to seller. Adequate facilities for off-loading, staging, moving and handling of merchandise shall be provided.
3. **Special Packaging and Handling** - If special handling is required that is not contained in the specifications, it will be subject to extra charge.
4. **Delivery During Normal Business Hours** - Delivery and installation will be made during normal working hours (7 a.m. – 4p.m. M-F) by non-union or union personnel (as quoted). Additional labor costs resulting from overtime work performed at the buyer's request will be paid by the buyer.
5. **Storage**
- a. Seller will store product free of charge until Installation date
 - i. If construction schedules change the date of installation storage will be charged to the Buyer at the rate of \$75 per pallet location per month.
 - ii. If inadequate site conditions are provided by the Buyer [Item 1, Conditions of Job site] that change the date of installation, storage will be charged to the Buyer at the rate of \$75 per pallet location per month.
 - iii. If the Buyer requests a change of installation date after the order has been placed, storage will be charged to the Buyer at the rate of \$75 per pallet location per month.
 - b. Provided the merchandise does not arrive at the site earlier than the date requested, safe and adequate storage will be provided by the buyer.
 - c. If the space provided is inadequate and requires excessive sorting or storage costs, such excess cost will be reimbursed by the buyer. Labor will be billed at \$75 per man hour and storage costs will be charged at \$75 per pallet location.
 - d. If the space provided is inconveniently located or on another floor, the extra cost of transporting to and from storage will be reimbursed by the buyer. Labor will be billed at \$75 per man hour.
 - e. If the merchandise must be moved due to progress of other trades or other reason, additional charges will apply, and a change order will be issued. Labor will be billed at \$75 per man hour
6. **Erection and Assembly**
- a. Seller's ability to erect or assemble furniture knocked-down or to permanently attach, affix, or bolt in place movable furniture is dependent on jurisdictional agreements. If trade regulations enforced at the time of installation require the use of tradesmen at the site other than the seller's own installation personnel, resulting additional costs will be paid by buyer.
 - b. All furniture ordered will be installed according to manufacturer's specifications and client approved floorplans.
 - c. Installation will include placing product only once in new premises in accordance with plan specifications or adequate personal directions from the buyer.
 - d. Changes to the furniture layout which result in additional labor will be charged in addition at hourly labor rates to the buyer. Any modification to installation plans or drawings must be submitted in writing by the buyer. Any resulting charges must be agreed upon in writing prior to beginning work.
 - e. Any special cutting or modification to furniture required because of site conditions or requested at the time of installation and any special brackets or hardware needed, but not supplied by the manufacturer will be provided by Freeform. and charged, in addition, at hourly rates plus materials.
 - f. Freeform. will remove all furniture debris directly related to the above specified furniture, dispose of said debris away from the site and otherwise make the installation ready for occupancy.
 - g. Freeform. will clean all furniture including interiors of overheads, files and pedestals one time. If construction or other trades are in the area, cleaning will not be performed. Freeform. cannot be responsible for cleaning carpet or hard floors.
 - h. Minor nicks and scratches on furniture received at the job site will be touched up at no additional charge to the buyer.
 - i. Any damage caused by other trades employed by the end user or the end user's contractor will be repaired or replaced and will a change order for time and materials will be issued to the end user or contractor prior to any repairs or replacements are made.
 - i. Any manufacturer warranty work will be provided according to stated warranty document, as long as warranty is in effect.
 - j. Electrical hook-up to the building supply is the responsibility of the buyer. Building hook-up or electrical work requiring a licensed and/or union electrician can be provided by Freeform. at an additional charge to the buyer.
 - k. All furniture, unless otherwise specified, will ship to Business Interiors of Idaho warehouse and will be scheduled for delivery.
7. **Damage**
- a. All furniture will be inspected for freight damage at time of receipt. All damages and shortages will be noted and freight claims filed by Freeform., unless otherwise stated.
 - b. After arrival at the site, any loss or damage by weather, other trades such as painting or plastering, fire or other elements, shall be the responsibility of the buyer and the buyer agrees to hold the seller harmless from loss for such reasons.
8. **Insurance** - Public Liability, Workmen's Compensation, Property Damage, Automotive and Occupational Disease insurance are carried by the seller and certificates will be delivered upon request. Fire, Tornado, Flood and other insurance at the site will be provided and paid for by the buyer.
9. **Miscellaneous**
- a. A grace period of one hour will be allowed for the arrival of direct shipments to the site. Freeform. cannot be held responsible for manufacturer or common carrier delays. Freeform., in the event the delay is factory or carrier related, will make their best effort to recover all losses from these vendors and reimburse buyer's additional charges.
 - b. Following completion of the installation, Freeform. will participate in generating a punch list, touch-ups, replacement of damaged parts and minor adjustments needed.

CHANGE ORDERS

Changes in order quantity, specification and/or schedule must be delivered to Seller in writing and are subject to approval by Seller and



manufacturer. Any resulting increased cost will be borne by the Buyer.

SCHEDULE CHANGES

In the event of Buyer's inability to receive goods as scheduled, Seller will arrange for storage of goods, if required. Costs of double handling, storage & insurance will be passed onto Buyer. These costs are calculated at \$75 per total man hour, or portion thereof in 15 minute increments. In the event that goods must be stored beyond agreed upon installation date Seller will invoice materials as though delivered to Buyer, and Buyer will be charged storage fees at the rate of \$75 per pallet location per month or portion thereof. Buyer may withhold any installation charges of such invoiced amount pending actual delivery of installation as called for by the order.

CLAIMS. Claims for transportation damage or shortage will be prosecuted by the seller and damaged merchandise will be repaired to the satisfaction of the buyer or merchandise replaced. In the case of "Direct Ship" orders, the buyer is required to retain for the seller: (1) damaged merchandise (2) original shipping carton(s) (3) delivery document signed by the carrier representative noting damage or shortage.

DELAYS. In the event that construction delays or other causes not within seller's control force postponement of delivery or of the installation, the furnishings will be stored until delivery or installation (See Section 5, Delivery & Installation) can be resumed and will be considered accepted by the buyer for the purposes of payment. In such event, the buyer shall reserve the right to withhold quoted charges for Installation & Delivery (for 60 days maximum) against the completion of the contract. Transfer and storage charges incurred shall be paid by the buyer

after 10 days from receipt of goods for LTL (Less than Truck Load) orders. On truckload orders, or greater, storage charges will be incurred after 14 days from receipt of goods.

DESIGN. All Freeform. designed proposals, including space plans, color schemes, drawings, blue prints and presentation boards are the exclusive property of Freeform. and use of them by other parties is prohibited until a contract is consummated.

NO OTHER AGREEMENTS. There are no other agreements expressed or implied other than those specified herein and those set forth in the agreement, proposal or sales order, specifications or delivery and installation schedules. The terms and conditions set forth herein and in the above-mentioned documents may not be varied except upon the written approval of both buyer and seller.

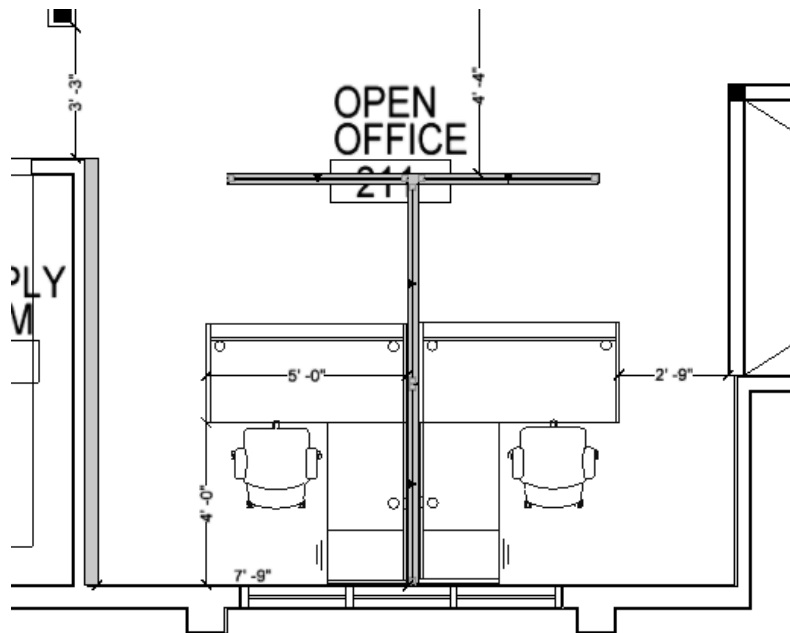
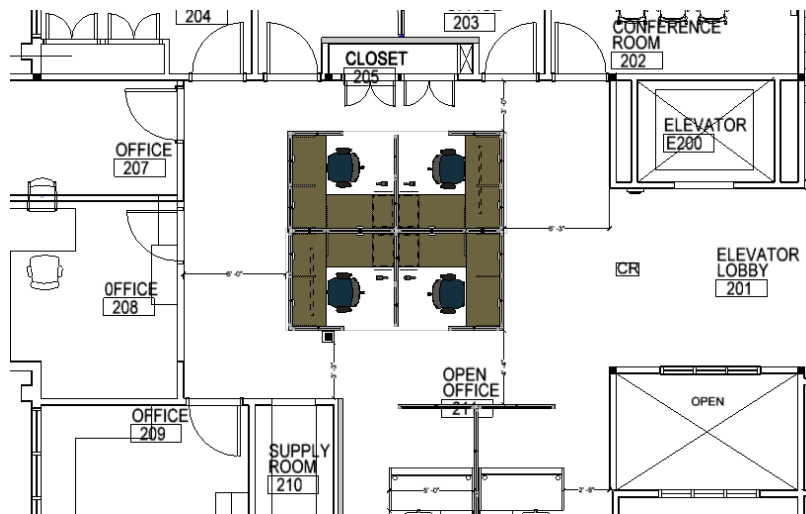
ACCEPTED BY:

Client: _____

Proposal(s): _____

Client Signature

Freeform





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: 24049

To: 1514 FREEFORM 176 SOUTH CAPITOL BLVD. BOISE ID 83702	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
11/28/2023	KCHOMA	KCHOMA		0	

Quantity	Description	Unit Price	Total
1.00	CUTY HALL OFFICE FURNITURE 01-4193-9930	28,269.51	28,269.51
	SHIPPING & HANDLING		0.00
	TOTAL PO AMOUNT		28,269.51

Authorized Signature



City of Ketchum

CITY COUNCIL MEETING AGENDA MEMO

Meeting Date: December 4, 2023 Staff Member/Dept: Abby Rivin, AICP – Senior Planner, Planning and Building Department

Agenda Item: Recommendation to review and approve the Walnut & Fourth Condominiums Subdivision Preliminary Plat and adopt the Findings of Fact, Conclusions of Law, and Decision.

Recommended Motion:

I move to approve the Walnut & Fourth Condominiums Subdivision Preliminary Plat application and adopt the Findings of Fact, Conclusions of Law, and Decision.

Reasons for Recommendation:

- The Planning and Zoning Commission reviewed and approved Design Review Application File No. P20-046 for the Walnut & Fourth Mixed-Use Building on September 15, 2020 and Design Review Amendment Application File No. P20-46A on September 27, 2022.
- The Commission held a public hearing on the Walnut & Fourth Condominiums Subdivision Preliminary Plat during their regular meeting on November 14, 2023 and unanimously recommended approval of the condominium subdivision preliminary plat to the City Council.
- The condominium subdivision preliminary plat application will subdivide the mixed-use building into eight commercial condominium units on the first and second floors, two residential condominium units on the second floor, two community housing units, basement storage units, limited common area, and common area.
- The application complies with all applicable standards for preliminary plats and condominiums specified in the Subdivision Regulations (Title 16) of Ketchum Municipal Code. City departments reviewed the application and all comments have been addressed satisfactorily through the applicant's revisions to the preliminary plat or conditions of approval.

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

Sustainability Impact:

None OR state impact here: Approval of the preliminary plat does not limit the city's ability to reach its sustainability goals outlined in the Sustainability Action Plan.

Financial Impact:

None OR Adequate funds exist in account: None

Attachments:

1. Walnut & Fourth Condominiums Subdivision Preliminary Plat: Application and Supporting Materials
2. Walnut & Fourth Condominiums Subdivision Preliminary Plat
3. Draft Findings of Fact, Conclusions of Law, and Decision

Attachment 1

Walnut & Fourth
Condominiums Subdivision
Preliminary Plat:
Application
and
Supporting Materials



City of Ketchum
Planning & Building

OFFICIAL USE ONLY

Application Number:	P23-053
Date Received:	6/8/23
By:	HLN
Fee Paid:	\$8925
Approved Date:	
By:	

Subdivision Application

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

APPLICANT INFORMATION			
Name of Proposed Subdivision: Walnut & Fourth Condominiums			
Owner of Record: Walnut & Fourth LLC			
Address of Owner: c/o Gregory Carr, 313 N Water Ave., Idaho Falls, ID 83402			
Representative of Owner: David Patrie, Galena-Benchmark Engineering			
Legal Description: Lot 7A, Block 44, Ketchum Townsite RPK 000044007A			
Street Address: 580 4th St. E			
SUBDIVISION INFORMATION			
Number of Lots/Parcels: 17 condo units			
Total Land Area: +/- 16,512 Sq. Ft. (0.38 Ac. +/-)			
Current Zoning District: CC			
Proposed Zoning District: CC			
Overlay District:			
TYPE OF SUBDIVISION			
Condominium <input checked="" type="checkbox"/>	Land <input type="checkbox"/>	PUD <input type="checkbox"/>	Townhouse <input type="checkbox"/>
Adjacent land in same ownership in acres or square feet:			
Easements to be dedicated on the final plat: Public Utility Easements as shown on the attached plat.			
Briefly describe the improvements to be installed prior to final plat approval: The structure and infrastructure for condominium units will be finished.			
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.

David Patrie

05/23/23

Applicant Signature

(for owner)

Date

9

RECORDING REQUESTED BY
AND
WHEN RECORDED RETURN TO

Thomas C. Praggastis
Post Office Box 6090
Ketchum, Idaho 83340

Mail Tax Statements To:

Walnut & Fourth, LLC
c/o Gregory C. Carr
313 N. Water Avenue
Idaho Falls, ID 83402

(Space Above Line for Recorder's Use)

QUITCLAIM DEED

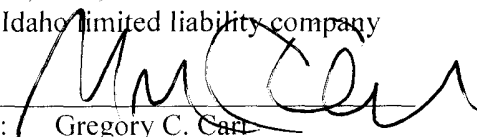
FOR VALUE RECEIVED, GCC, LLC, an Idaho limited liability company, Grantor, does hereby convey, release, remise and forever quitclaim unto WALNUT & FOURTH, LLC, an Idaho limited liability company, Grantee, all of Grantor's right, title and interest in the following described real property located in Blaine County, Idaho:

Lots 7 and 8 in Block 44 of the CITY OF KETCHUM, as shown on the official plat thereof, on file in the office of the County Recorder, Blaine County, Idaho.

The Property shall be held by Grantee subject to reservations, restrictions, encumbrances, easements and other matters of record.

DATED this 18th day of November, 2019.

GCC, LLC,
an Idaho limited liability company

By: 
Its: Manager

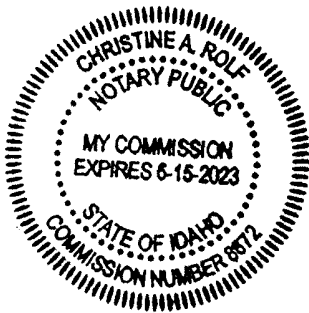
STATE OF Idaho)

County of Blaine) SS.

On this 16th day of November, 2019, before me, the undersigned, a Notary Public in and for said State, personally appeared GREGORY C. CARR, known to me to be the Manager of GCC, LLC, an Idaho limited liability company, and the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same on behalf of said limited liability company.

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

Christina A. Rolf
Notary Public for State of
Residing at Hailey, Idaho
Commission Expires: 6.15.2023





CLTA GUARANTEE

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

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

GUARANTEES

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

Dated: March 8, 2023

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

Countersigned by:

Authorized Countersignature

TitleOne
Company Name

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

City, State



Frederick H. Eppinger
President and CEO

David Hisey
Secretary

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

GUARANTEE CONDITIONS AND STIPULATIONS

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

GUARANTEE CONDITIONS AND STIPULATIONS

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

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

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

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

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

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

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

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

9. Limitation of Liability

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

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

11. Payment Loss

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

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

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

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

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

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

14. Liability Limited to This Guarantee; Guarantee Entire Contract

- (a) This Guarantee together with all endorsements, if any, attached hereto by the Company is the entire Guarantee and contract between the Assured and the Company. In interpreting any provision of this Guarantee, this Guarantee shall be construed as a whole.
- (b) Any claim of loss or damage, whether or not based on negligence, or any action asserting such claim, shall be restricted to this Guarantee.
- (c) No amendment 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, TX 77252-2029.

LOT BOOK GUARANTEE
Issued By
Stewart Title Guaranty Company

SCHEDULE A

File No. 23472754
State: ID
County: Blaine

<u>Guarantee No.</u>	<u>Liability</u>	<u>Date of Guarantee</u>	<u>Fee</u>
G-0000061556718	\$1,000.00	March 8, 2023 at 7:30 a.m.	\$140.00

Name of Assured:
Galena Engineering

The assurances referred to on the face page hereof are:

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

Lot 7A, Block 44 of LOT 7A, BLOCK 44, KETCHUM TOWNSITE, BLAINE COUNTY, IDAHO, according to the official plat thereof, recorded as Instrument No. 682495, records of Blaine County, Idaho.

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

Deed Type: Quit Claim Deed
Grantors: GCC, LLC, an Idaho limited liability company
Grantees: Walnut & Fourth, LLC, an Idaho limited liability company
Recorded Date: November 22, 2019
Instrument: 665131
[Click here to view](#)

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

EXCEPTIONS:

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

580 E 4th St, Ketchum, ID 83340

2. Taxes for the year 2022 are paid in full.
Parcel Number: [RPK0000044007A](#)
Original Amount: \$10,785.92

3. Taxes, including any assessments collected therewith, for the year 2023 which are a lien not yet due and payable.

4. Real property taxes which may be assessed, levied and extended on any subsequent and/or occupancy roll with respect to improvements completed during the current tax year and previous tax years, which escaped assessment on the regular assessment roll, which are not yet due and payable.

5. Water and sewer charges, if any, for the City of Ketchum.

6. Easements, reservations, restrictions, and dedications as shown on the official plat of [Ketchum Townsite](#).

7. Easements, reservations, restrictions, and dedications as shown on the official plat of [Lot 7A, Block 44, Ketchum Townsite](#).

8. All matters, and any rights, easements, interests or claims as disclosed by a Record of Survey recorded January 14, 1980 as Instrument No. [200412](#), records of Blaine County, Idaho.

9. An easement for the purpose shown below and rights incidental thereto as set forth in an Easement.

Granted to: CLM Properties, a California general partnership

Purpose: Support and maintenance of a building wall and foundation

Recorded: April 6, 1984

Instrument No.: [250232](#)

10. Terms and conditions contained in a/an FAR Exceedance Agreement Contract #20595 by and between the City of Ketchum and Walnut & Fourth LLC.

Recorded: May 12, 2021

Instrument No.: [682499](#), records of Blaine County, Idaho.

11. Terms and conditions contained in a/an FAR Exceedance Agreement #20595A by and between the City of Ketchum and Walnut & Fourth LLC.

Recorded: January 4, 2023

Instrument No.: [698234](#), records of Blaine County, Idaho.

12. Terms and conditions contained in a/an Right-of-Way Encroachment Agreement 22814 by and between the City of Ketchum, Idaho, a municipal corporation and Walnut & Fourth, LLC.

Recorded: January 24, 2023

Instrument No.: [698578](#), records of Blaine County, Idaho.

13. A Deed of Trust to secure an indebtedness in the amount shown below and any other obligations secured thereby:

Amount: \$1,855,000.00

Trustor/Grantor: GCC LLC, an Idaho limited liability company

Trustee: Blaine County Title

Beneficiary: Bank of Idaho

Dated: May 6, 2019

Recorded: May 6, 2019

Instrument No.: [659935](#)

An agreement to modify the terms and provisions of said Deed of Trust as therein provided.

Recorded: February 8, 2023

Instrument No.: [698790](#), records of Blaine County, Idaho.

Sun Valley Title

By:



Nick Busdon, Authorized Signatory

JUDGMENT AND TAX LIEN GUARANTEE

Issued By
Stewart Title Guaranty Company

SCHEDULE A

Amount of Liability: \$1,000.00

Fee Amount: \$0.00

Guarantee No.: G-0000061556718

Name of Assured: Galena Engineering

Date of Guarantee: March 8, 2023

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

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

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

The parties referred to in this guarantee are as follows:

Walnut & Fourth, LLC, an Idaho limited liability company

Sun Valley Title
By:



Nick Busdon, Authorized Signatory

SCHEDULE B

Exceptions:

NONE

CONDOMINIUM DECLARATION

FOR

WALNUT & FOURTH CONDOMINIUMS

DRAFT

LAWSON LASKI CLARK, PLLC
675 Sun Valley Road, Suite A
Post Office Box 3310
Ketchum, ID 83340

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CONDOMINIUM DECLARATION FOR WALNUT & FOURTH CONDOMINIUMS

THIS CONDOMINIUM DECLARATION (the "Declaration") dated for reference purposes _____, 2023, shall be effective upon recordation in the office of the Recorder in Blaine County, Idaho. This Declaration is made by Walnut & Fourth, LLC, an Idaho limited liability company (the "Declarant"). Declarant is the owner of certain real property in the City of Ketchum, Blaine County, Idaho more particularly described on Exhibit A attached hereto and incorporated herein by this reference (the "Property"). Declarant hereby makes the following grants, submissions, and declarations:

ARTICLE 1. IMPOSITION OF COVENANTS

Section 1.1 Purpose. The purpose of this Declaration is to create a mixed use residential and commercial condominium project known as Walnut & Fourth Condominiums (the "Project") by submitting the Property to the condominium form of ownership and use pursuant to the Idaho Condominium Act, Idaho Code §§ 55-1501 et seq., as amended and supplemented from time to time (the "Act"). The Project shall be a combination residential and commercial project consisting of: (a) two (2) residential units and four (4) commercial units on the second floor; (b) four (4) commercial units on the first floor; and (c) two (2) community housing units, one (1) commercial unit, and four (4) storage units in the basement plus associated Common Areas and Limited Common Areas, all as determined by Declarant.

Section 1.2 Intention of Declarant. Declarant desires to protect the value and desirability of the Project, to further a plan for the improvement, lease, sale and ownership of the Units in the Project, to create a harmonious and attractive development and to promote and safeguard the health, comfort, safety, convenience, and welfare of the Owners of Units in the Project.

Section 1.3 Declaration. To accomplish the purposes and intentions recited above, Declarant hereby submits the Property, together with all improvements, appurtenances, and facilities relating to or located on the Property now and in the future, to condominium ownership under the Act, and hereby imposes upon all of the Property the covenants, conditions, restrictions, easements, reservations, rights-of-way, and other provisions of this Declaration, and Declarant hereby declares that all of the Property shall be held, sold, conveyed, encumbered, leased, rented, occupied, and improved subject to the provisions of this Declaration.

Section 1.4 Covenants Running With the Land. All provisions of this Declaration shall be deemed to be covenants running with the land, or as equitable servitudes, as the case may be. The benefits, burdens, and other provisions contained in this Declaration shall be binding upon and shall inure to the benefit of Declarant, all Unit Owners, and their respective heirs, executors, administrators, personal representatives, successors, and assigns.

ARTICLE 2. DEFINITIONS

The following words, when used in this Declaration, shall have the meanings designated below unless the context expressly requires otherwise:

Section 2.1 “Act” means the Idaho Condominium Act as defined in Section 1.1 hereof. In the event the Act is repealed, the Act, on the effective date of this Declaration, shall remain applicable to this Declaration.

Section 2.2 “Allocated Interests” means the undivided interest in the Common Elements and the Common Expense Liability and the votes in the Association allocated to each of the Units in the Project. The formulas used to establish the Allocated Interests are described in Article 4. The Allocated Interests for each Unit are set forth on Exhibit B.

Section 2.3 “Articles of Incorporation” means the Articles of Incorporation of Walnut & Fourth Condominiums Owners’ Association as filed with the Idaho Secretary of State, a copy of which is attached hereto as Exhibit C.

Section 2.4 “Assessments” means the annual, special and default Assessments, if any, levied pursuant to this Declaration.

Section 2.5 “Association” means the Walnut & Fourth Condominiums Owners’ Association, Inc., an Idaho nonprofit corporation, and its successors and assigns.

Section 2.6 “Board of Directors” or “Board” means the governing body of the Association, as provided in this Declaration and in the Articles of Incorporation and Bylaws of the Association and in the Act.

Section 2.7 “Bylaws” means any instruments, however denominated, which are adopted by the Association for the regulation and management of the Association, including the amendments thereto, copies of which are attached hereto as Exhibit D.

Section 2.8 “Commercial Unit” means Units with a “C” prefix as depicted on the Plat as follows: C-110, C-120, C-150, C-160, C-210, C-220, C-230, C-240, C-B1, C-B4, C-B5, C-B8 and C-B9. Commercial Units B-4, B-5, B-8 and B-9 are designed primarily for use for storage.

Section 2.9 “Common Area” or “Common Elements” means all of the Project, other than the Units, but including, without limiting the generality of the foregoing, the following components:

- (a) the Property; and
- (b) the Improvements (including, but not by way of limitation, the foundations, columns, girders, beams, supports, perimeter and supporting walls, chimneys, chimney chases, roofs, balconies, windows, entrances and exits, and the mechanical installations of the Improvements consisting of the equipment and materials making up any central services such as power, light, gas, hot and cold water, sewer, cable television, and heating and central air conditioning which exist for use by one or more of the Unit Owners, including the pipes, vents, ducts, flues, cable conduits, wires, telephone wire, and other similar utility installations used in connection therewith), whether located exclusively within the boundaries any Unit or Units or not, except for the Units; and
- (c) corridors, elevators, and stair towers; and
- (d) the yards, sidewalks, walkways, paths, grass, shrubbery, trees, driveways, roadways, plaza, parking garage and parking areas, and related facilities upon the Property; and
- (d) the pumps, tanks, motors, fans, storm drainage structures, compressors, ducts, and, in general, all apparatus, installations, and equipment of the Improvements existing for use of one or more of the Unit Owners; and
- (e) in general, all other parts of the Project designated by Declarant as Common Elements and existing for the use of one or more of the Unit Owners.

The Common Elements shall be owned by the Unit Owners of the separate Units, each Unit Owner of a Unit having an undivided interest in the Common Elements as allocated in Exhibit B.

Section 2.10 "Common Expenses Liability" means the liability for Common Expenses allocated to each Unit pursuant to this Declaration.

Section 2.11 "Common Expenses" means expenditures made or liabilities incurred by or on behalf of the Association, together with any allocations to reserves, including, without limiting the generality of the foregoing, the following items:

- (a) expenses of administration, insurance, operation, and management, repair or replacement of the Common Elements except to the extent such repairs and replacements are responsibilities of a Unit Owner as provided in this Declaration;
- (b) expenses declared Common Expenses by the provisions of this Declaration or the Bylaws;
- (c) all sums lawfully assessed against the Units by the Board of Directors;
- (d) expenses agreed upon as Common Expenses by the members of the Association;
- (e) expenses provided to be paid pursuant to any Management Agreement; and
- (f) personal property associated with the Common Area.

Section 2.12 "Costs of Enforcement" means all monetary fees, fines, late charges, interest, expenses, costs, including receiver's and appraiser's fees, and reasonable attorneys' fees and disbursements, including legal assistants' fees, incurred by the Association in connection with the collection of Assessments or in connection with the enforcement of the terms, conditions and obligations of the Project Documents.

Section 2.13 "Declarant" means Walnut & Fourth, LLC, an Idaho limited liability company, its successors and assigns.

Section 2.14 "Declaration" means this Declaration, together with any supplement or amendment to this Declaration, and any other recorded instrument

however denominated that exercises a Development Right, executed by Declarant and recorded in the Records. The term Declaration includes all Plats recorded with this Declaration and all amendments to the Declaration and supplements to the Plats without specific reference thereto.

Section 2.15 “Deed” means each initial Special Warranty, Warranty or Grant Deed recorded after the date hereof by which Declarant conveys a Unit.

Section 2.16 “Eligible First Mortgagee” means a First Mortgagee that has notified the Association in writing of its name and address and status as a First Mortgagee and has requested that it receive notices provided for in Article 19 entitled “Mortgagee Protections”.

Section 2.17 “First Mortgagee” means a holder of a Security Interest in a Unit that has priority over all other Security Interests in the Unit.

Section 2.18 “Improvement(s)” means the building (including all fixtures and improvements contained within it) located on the Property in which Units or Common Elements are located.

Section 2.19 “Limited Common Elements” means those parts of the Common Elements that are limited to and reserved for the use in connection with one or more, but fewer than all, of the Units. Without limiting the foregoing, the Limited Common Elements shall include the common or party wall shared by adjoining Units which are owned by the same Person, any window, patio or deck door, balcony, deck, patio, courtyard or porch appurtenant to and accessible only from a Unit, any shutters, awnings, window boxes, doorsteps, stoops, porch, balcony or patio designated or designed to serve a single Unit but located outside the Unit’s boundaries, storage spaces and parking spaces outside Units designated as Limited Common Elements in this Declaration or on the Plat, if any. If any chute, flue, duct, wire, conduit, bearing wall, bearing column or other fixture lies partially within and partially outside the designated boundaries of a Unit, any portion thereof serving that Unit is a Limited Common Element allocated solely to that Unit, and any portion thereof serving more than one Unit or any portion of the Common Elements is a part of the Common Elements. Limited Common Elements also include any portion of the Common Elements allocated by this Declaration or on the Plat as Limited Common Elements. All Limited Common Elements shall be used in connection with the appurtenant Unit(s) to the exclusion of the use thereof by the other Unit Owners, except by invitation. Subject to the Association’s overall responsibility for maintenance of the Limited Common Elements, each Unit Owner shall be responsible for routine care and cleaning of the walls, ceilings and floors of any balcony, patio or of any other Limited Common Elements appurtenant

to and accessible only from the Unit Owner's Unit, and for keeping the same in a clean, sanitary, and attractive condition. Extraordinary maintenance and renovations of the Limited Common Elements shall require the prior written approval of the Association or shall be performed by the Association. No reference to Limited Common Elements need be made in any instrument of conveyance or encumbrance in order to convey or encumber the Limited Common Elements appurtenant to a Unit.

Limited Common Elements may be classified as "Commercial Limited Common Elements" or "Residential Limited Common Elements." The designation as a Residential Limited Common Element means the area so designated shall be used by all Residential Unit Owners in common, to the exclusion of the Commercial Unit Owner.

Section 2.20 "Majority of Owners" means a majority (or any greater percentage that may be specifically required for a particular action or authorization by the terms of this Declaration) of the total voting power of the members of the Association.

Section 2.21 "Management Agreement" means any contract or arrangement entered into for purposes of discharging the responsibilities of the Board of Directors relative to the operation, maintenance, and management of the Project.

Section 2.22 "Managing Agent" means a person, firm, corporation or other entity employed or engaged as an independent contractor pursuant to a Management Agreement to perform management services for the Association.

Section 2.23 "Occupant" means any member of a Residential Unit Owner's family or a Unit Owner's guests, invitees, tenants, employees, or licensees who occupy a Unit or are on the Common Elements for any period of time.

Section 2.24 "Period of Declarant Control" means the maximum period of time defined and limited by Section 8.6 of this Declaration during which the Declarant may, at its option, control the Association.

Section 2.25 "Person" means an individual, association, partnership, limited liability company, corporation, trust, governmental agency, political subdivision or any combination thereof.

Section 2.26 "Plat" means that part of a Declaration that is a land survey plat as set forth in Idaho Code § 50-1301, as amended, depicts all or any portion of the Project in two dimensions, is executed by the Declarant, and is recorded in the Records.

Section 2.27 "Project" means the term as defined in Section 1.1 hereof.

Section 2.28 “Project Documents” means the basic documents creating and governing the Project, including, but not limited to, this Declaration, the Articles of Incorporation and Bylaws, the Plat, and any procedures, Rules and Regulations included in the Walnut & Fourth Condominiums Rules, and any policies relating to the Project adopted under such documents by the Association or the Board of Directors.

Section 2.29 “Property” means that that term as defined in the introduction to this Declaration and more particularly described on Exhibit A, attached hereto.

Section 2.30 “Real Estate” means any leasehold or other estate or interest in, over, or under land, including structures, fixtures, and other improvements and interests that, by custom, usage or law, pass with the conveyance of land though not described in the contract of sale or instrument of conveyance. Real Estate includes parcels with or without Horizontal Boundaries and spaces that may be filled with air or water.

Section 2.31 “Records” means the Office of the Clerk and Recorder in Blaine County, Idaho, and each other county in which any portion of the Project is located.

Section 2.32 “Residential Unit” means Units with a “R” prefix as depicted on the Plat as follows: R-250, R-260, R-B2 and R-B3. Residential Units B2 and B3 are designated for deed restricted community housing.

Section 2.33 “Rules and Regulations” means the rules and regulations promulgated by the Board of Directors for the management, preservation, safety, control, and orderly operation of the Project in order to effectuate the intent and to enforce the obligations set forth in the Project Documents, as amended and supplemented from time to time. Separate Rules and Regulations may apply to the different classes of Units within the Project.

Section 2.34 “Security Interest” means an interest in Real Estate or personal property created by contract or conveyance which secures payment or performance of an obligation. The terms includes a lien created by a mortgage, deed of trust, trust deed, security deed, contract for deed, land sales contract, lease intended as security, assignment of lease or rents intended as security, and any other consensual lien or title retention contract intended as security for an obligation. The holder of a Security Interest includes any insurer or guarantor of a Security Interest.

Section 2.35 “Special Declarant Rights” means those rights reserved by Declarant in Article 15 of this Declaration.

Section 2.36 "Unit" means a physical portion of the Project which is designated for separate ownership and the boundaries of which are described in or determined by this Declaration. Each Unit shall be designated by a separate number, letter, address or other symbol or combination thereof that identifies only one Unit in the Project as more specifically set forth on Exhibit B. Walls, floors or ceilings designated as boundaries of a Unit in this Declaration, all lath, furring, wallboard, plasterboard, plaster, paneling, tiles, wallpaper, paint, finished flooring and any other materials constituting any part of the finished surfaces thereof are a part of the Unit and all other portions of the walls, floors or ceilings are a part of the Common Elements. Subject to Sections 2.9(b) and 2.19, all spaces, interior partitions and other fixtures and improvements within the boundaries of a Unit are a part of the Unit. A Unit may be either a Residential Unit or a Commercial Unit.

Section 2.37 "Unit Owner" or "Owner" means the Declarant or any other person who owns record title to a Unit (including a contract seller, but excluding a contract purchaser) but excluding any person having a Security Interest in a Unit unless such person has acquired record title to the Unit pursuant to foreclosure or any proceedings in lieu of foreclosure.

ARTICLE 3 - DIVISION OF PROJECT INTO CONDOMINIUM OWNERSHIP

Section 3.1 Division Into Units. The Property is hereby divided into that number of Units described in Exhibit B, as amended from time to time, each consisting of a fee simple interest in a Unit and an undivided fee simple interest in the Common Elements in accordance with the respective undivided interests in the Common Elements as set forth in Exhibit B. Such undivided interests in the Common Elements are hereby declared to be appurtenant to the respective Units. The total of the undivided interests in the Common Elements set forth in Exhibit B, shall be deemed to equal one hundred percent (100%) for purposes of this Declaration.

Section 3.2 Delineation of Unit Boundaries. The boundaries of each Unit are delineated and designated by an identifying number on the Plat, and those numbers are set forth in Exhibit B.

Section 3.3 Inseparability of Unit. Except as provided in Section 3.5 below, and in Article 15: (a) no part of a Unit or of the legal rights comprising ownership of a Unit may be partitioned or separated from any other part thereof during the period of condominium ownership prescribed in this Declaration; (b) each Unit shall always be conveyed, transferred, devised, bequeathed, encumbered, and otherwise affected only as a complete Unit; and (c) every conveyance, transfer, gift, devise, bequest, encumbrance other disposition of a Unit or any part thereof shall be presumed to be a

disposition of the entire Unit, together with all appurtenant rights and interests created by law or by this Declaration, including the Unit Owner's membership in the Association.

Section 3.4 Non-Partitionability of Common Elements. The Common Elements shall be owned in common by all of the Unit Owners and shall remain physically undivided, and no Unit Owner shall bring any action for partition or division of the Common Elements. By acceptance of a deed or other instrument of conveyance or assignment to a Unit, each Unit Owner shall be deemed to have specifically waived such Unit Owner's right to institute or maintain a partition action or any other cause of action designed to cause a division of the Common Elements, and this Section may be pleaded as a bar to the maintenance of such an action. Any Unit Owner who shall institute or maintain any such action shall be liable to the Association and hereby agrees to reimburse the Association for the Costs of Enforcement in defending any such action.

Section 3.5 Alterations of Units; Relocation of Boundaries Between Adjoining Units. Subject to receipt of prior written approval of the Declarant during the Period of Declarant Control and, thereafter, the Association, Unit Owner(s) shall have the right to alter their Units, and relocate boundaries between their Unit and an adjoining Unit, combine adjoining Units and alter and improve Limited Common Elements and reallocate Limited Common Elements between or among Units, subject to the provisions and requirements of this Declaration and of the Act and an appropriate reallocation of the share of Common Area Ownership and Common Expense Liability as set forth on Exhibit B. Any costs associated with replatting required to accomplish the foregoing shall be the responsibility of the Owner.

ARTICLE 4 - ALLOCATED INTERESTS

Section 4.1 Allocation of Interests. The Allocated Interests assigned to each Unit are set forth on Exhibit B. These interests have been allocated in accordance with the formulas set out in Section 4.2 below. These formulas are to be used in reallocating interests if Units are added to the Project or if Units are converted to Common Elements or Limited Common Elements.

Section 4.2 Formulas for the Allocation of Interests. The interests allocated to each Unit that are set forth on Exhibit B have been calculated by the Declarant using the following formulas:

(a) Undivided Interest in the Common Elements. The percentage of the undivided interest in the Common Elements allocated to each Unit is based on the square footage of the interior floor area of each Unit in relation to the square footage of

the interior of all Units in the Project as a whole as determined by Declarant or, after the period of Declarant Control, the Association. Such percentage is to be used for tax assessments pursuant to Section 55-1514 of the Act as well as liability pursuant to Section 55-1515 of the Act.

(b) Common Expense Liability. The percentage of Common Expense Liability allocated to each Unit is based on the relative undivided interests in the Common Elements allocated to each Unit, calculated as set forth in Section 4.2(a), above.

(c) Votes. Each Unit shall be allocated one (1) vote for a total of seventeen (10) votes.

Section 4.3 Rounding Convention. Allocated Interests, stated as a fraction or as a percentage, shall be rounded to the nearest tenth of a percent (.1%) and shall, in total, be deemed to equal one hundred percent (100%) for the purpose of this Declaration.

ARTICLE 5 - PLAT

The Plat shall be filed in the Records. The Plat shall be filed following substantial completion of the Improvement(s) depicted on the Plat and prior to the conveyance of any Unit depicted on the Plat to a purchaser. The Plat shall show the following:

- (a) the name and a general schematic map of the entire Project;
- (b) the location and dimensions of all existing improvements within that Real Estate;
- (c) the extent of any existing encroachments across any Project boundary;
- (d) to the extent feasible, a legally sufficient description of all easements serving or burdening any portion of the Project;
- (e) the location of each Unit and that Unit's identifying number;
- (f) horizontal Unit boundaries, with reference to all established data and that Unit's identifying number;

(g) any Units in which the Declarant has reserved the right to create additional Units or Common Elements, identified appropriately; and

(f) the approximate location and dimensions of all Limited Common Elements.

The Plat shall contain a certificate of a registered and licensed surveyor certifying that it was prepared subsequent to the substantial completion of the improvements and contains all information required by this Declaration and the Act. Each supplement shall set forth a like certificate when appropriate. In interpreting the Plat, the existing physical boundaries of each separate Unit as constructed shall be conclusively presumed to be its boundaries.

ARTICLE 6 - LEGAL DESCRIPTION AND TAXATION OF UNITS

Section 6.1 Contracts to Convey and Conveyances. Subsequent to the recording of the Declaration and Plat, contracts to convey, instruments of conveyance of Units, and every other instrument affecting title to a Unit shall be in substantially the following form with such omissions, insertions, recitals of fact, or other provisions as may be required by the circumstances or appropriate to conform to the requirements of any governmental authority, practice or usage or requirement of law with respect thereto:

Unit ____, according to the Condominium Declaration for Walnut & Fourth Condominiums, recorded _____, as Instrument No. _____ and the Plat recorded _____, as Instrument No. _____, in the office of the Recorder of Blaine County, Idaho.

Section 6.2 Conveyance Deemed to Describe an Undivided Interest in Common Elements. Every instrument of conveyance, Security Interest, or other instrument affecting the title to a Unit which legally describes the Unit substantially in the manner set forth above shall be construed to describe the Unit, together with the undivided interest in the Common Elements appurtenant to it, and together with all fixtures and improvements contained in it, and to incorporate all the rights incident to ownership to a Unit and all the limitations of ownership as described in the covenants, conditions, restrictions, easements, reservations, rights-of-way, and other provisions

contained in this Declaration, including the easement of enjoyment to use the Common Elements.

Section 6.3 Separate Tax Assessments. Upon the filing for record of this Declaration and the Plat in the Records, Declarant shall deliver a copy of this Declaration to the assessor of Blaine County as provided by law. The lien for taxes assessed shall be confined to the Unit(s). No forfeiture or sale of any Unit for delinquent taxes, assessments, or other governmental charge shall divest or in any way affect the title to any other Unit.

ARTICLE 7 - UNIT OWNERS' PROPERTY RIGHTS IN COMMON ELEMENTS

Section 7.1 Common Elements. Every Unit Owner shall have a perpetual right and easement of access over, across, and upon the Common Elements for the purpose of access to and from the Unit from public ways for both pedestrian and vehicular travel, which right and easement shall be appurtenant to and pass with the transfer of title to such Unit; provided, however, that such right and easement shall be subject to the following:

- (a) the covenants, conditions, restrictions, easements, reservations, rights-of-way, and other provisions contained in this Declaration, and the Plat;
- (b) the right, without the obligation, of the Association from time to time to assign on an equitable basis portions of the Common Elements such as parking spaces or storage spaces for the exclusive use of the Unit Owner of a particular Unit by an appropriate instrument in writing;
- (c) the right, without the obligation, of the Association to adopt, from time to time, any and all rules and regulations concerning vehicular traffic and travel upon, in, under, and across the Project; and
- (d) the right, without the obligation, of the Association to adopt, from time to time, any and all rules and regulations concerning the Project as the Association may determine is necessary or prudent for the management, preservation, safety, control, and orderly operation of the Project for the benefit of all Unit Owners, and for facilitating the greatest and most convenient availability and use of the Units and Common Elements by Unit Owners.

Section 7.2 Limited Common Elements. Subject to the provisions of this Declaration, every Unit Owner shall have the right to use and enjoy the Limited Common Elements appurtenant to his Unit.

ARTICLE 8 - MEMBERSHIP AND VOTING RIGHTS IN ASSOCIATION

Section 8.1 Association Membership. The Association's Articles of Incorporation shall be filed no later than the date the first interest in a Unit in the Project is conveyed to a purchaser. Every Unit Owner shall be a member of the Association and shall remain a member for the period of the Unit Owner's ownership of a Unit. No Unit Owner, whether one or more persons or entity, shall have more than one membership per Unit owned, but all of the persons or entities owning a Unit shall be entitled to rights of membership and of use and enjoyment appurtenant to ownership of a Unit. Membership in the Association shall be appurtenant to, and may not be separated from, ownership of a Unit. If title to a Unit is held by more than one individual, by a firm, corporation, partnership, association or other legal entity or any combination thereof, such individuals, entity or entities shall appoint and authorize one person or alternate persons to represent the Unit Owners of the Unit. Such representative shall be a natural person who is a Unit Owner, or a designated board member or officer of a corporate Unit Owner, or a general partner of a partnership Unit Owner, or a comparable representative of any other entity, and such representative shall have the power to cast votes on behalf of the Unit Owner as a member of the Association, and serve on the Board of Directors if elected, subject to the provisions of and in accordance with the procedures more fully described in the Bylaws of the Association. Notwithstanding the foregoing, if only one of the multiple Unit Owners of a Unit is present at a meeting of the Association, such Unit Owner is entitled to cast the vote(s) allocated to that Unit. If more than one of the multiple Unit Owners are present and there is no written designation of an authorized representative, the vote allocated to that Unit may be cast only in accordance with the agreement of a majority in interest of the Unit Owners, which majority agreement may be assumed for all purposes if any one of the multiple Unit Owners casts the vote allocated to that Unit without protest being made promptly to the person presiding over the meeting by any of the other Unit Owners of the Unit.

Section 8.2 Voting Rights and Meetings. Each Unit in the Project shall have the votes allocated in Section 4.2(c). A meeting of the Association shall be held at least once each year. Special meetings of the Association may be called by the President, by a majority of the Board of Directors, or by Unit Owners having twenty-five percent (25%), or any lower percentage specified in the Bylaws, of the votes in the Association. Not less than ten (10) and no more than fifty (50) days in advance of any meeting, the

Secretary or other officer specified in the Bylaws shall cause notice to be hand delivered, sent prepaid by United States Mail to the mailing address of each Unit Owner or sent via e-mail with the Unit Owner's consent to receive notice by such means. The notice of any meeting must state the time and place of the meeting and the items on the agenda including the general nature of any proposed amendment to this Declaration or Bylaws, any budget changes, and any proposal to remove an officer or member of the Board of Directors. Unless the Bylaws provide for a lower percentage, a quorum is deemed present throughout any meeting of the Association if persons entitled to cast twenty percent (20%) of the votes, in person or by proxy, at the beginning of the meeting. Notwithstanding anything to the contrary contained herein, for a period of ten (10) years from the date of this Declaration, Declarant shall receive notice of and have the right to attend all meetings of the Association and/or its Board.

Section 8.3 Meeting to Approve Annual Budget. At the annual meeting of the Association or at a special meeting of the Association called for such purpose, the Unit Owners shall be afforded the opportunity to ratify a budget of the projected revenues, expenditures (both ordinary and capital) and reserves for the Association's next fiscal year as proposed by the Board of Directors. A summary of the budget proposed by the Board of Directors shall be mailed or sent via e-mail with the Unit Owner's consent to receive notice by such means, to the Unit Owners within thirty (30) days after its adoption by the Board of Directors, along with a notice of a meeting of the Association to be held not less than ten (10) nor more than fifty (50) days after mailing of the summary to the Unit Owners. Unless, at such meeting, a Majority of Owners, rather than a majority of those present and voting in person or by proxy, reject the proposed budget, the budget is ratified, regardless of whether a quorum is present at the meeting. In the event the proposed budget is rejected, the budget last ratified by the Unit Owners continues until such time as the Unit Owners ratify a subsequent budget proposed by the Board of Directors as provided above.

Section 8.4 Unit Owners' and Association's Addresses for Notices. All Unit Owners of each Unit shall have one and the same registered mailing address to be used by the Association or other Unit Owners for notices, demands, and all other communications regarding Association matters. The Unit Owner or the representative of the Unit Owners of a Unit shall furnish such registered address to the secretary of the Association or its' designated agent within ten days after transfer of title to the Unit to such Unit Owner or Unit Owners. Such registration shall be in written form and signed by all of the Unit Owners of the Unit or by such persons as are authorized to represent the interests of all Unit Owners of the Unit. If no address is registered or if all of the Unit Owners cannot agree, then the address of the Unit shall be deemed their registered address until another registered address is furnished as required under this

Section 8.4. If the address of the Unit is the registered address of the Unit Owner(s), then any notice shall be deemed duly given if delivered to any person occupying the Unit or, if the Unit is unoccupied, if the notice is held and available for the Unit Owners at the principal office of the Association. All notices and demands intended to be served upon the Board of Directors shall be sent to the Project or such other address as the Board of Directors may designate from time to time by notice to the Unit Owner(s). For the purposes of meeting Notices, any Unit Owner may consent to receive notice by email by providing the Association a current email address. Such email address shall be deemed valid unless and until a new email address is provided to the Association or consent to receive notice by email is withdrawn by the Unit Owner.

Section 8.5 Transfer Information. All Persons who acquire Unit(s) other than from Declarant shall provide to the Association written notice of the Person's name, address, Unit owned, date of transfer, and name of the former Unit Owner within ten (10) days of the date of transfer. The Person shall also provide a true and correct copy of the recorded instrument conveying or transferring the Unit or such other evidence of the conveyance or transfer as is reasonably acceptable to the Association. In addition, the Association may request such other information as the Association determines is necessary or desirable in connection with obtaining and maintaining information regarding conveyances and transfers of Units. The Association or Managing Agent shall have the right to charge the Person a reasonable administrative fee for processing the transfer in the records of the Association.

Section 8.6 Declarant Control of the Association. In order to ensure an orderly commencement of the occupation and operation of the Project, there shall be a Period of Declarant Control of the Association, during which a Declarant, or persons designated by the Declarant, may appoint and remove the officers and members of the Board of Directors, notwithstanding any voting requirements or other procedural requirements set forth herein or in the Bylaws. The Period of Declarant Control shall commence upon the recording of this Declaration and shall terminate two (2) years thereafter.

Declarant may voluntarily surrender the right to appoint and remove officers and members of the Board of Directors before termination of that period, but in that event the Declarant may require, for the duration of the Period of Declarant Control, that specified actions of the Association or Board of Directors, as described in a recorded instrument executed by the Declarant, be approved by the Declarant before they become effective.

Section 8.7 Required Election of Residential Unit Owners. The Board of Directors shall consist of three (3) members, all of whom shall initially be appointed by the Declarant. Terms shall be for a period of two (2) years, except that the terms of one of the initial Board members shall be one (1) year. Not later than sixty (60) days after conveyance of the second Residential Unit to Unit Owners other than Declarant, one (1) member of the Board of Directors shall be elected by Residential Unit Owners. Following the period of Declarant Control, in order to insure representation of Residential Unit Owners and the Commercial Unit Owner in the affairs of the Association and to protect the valid interests of the Residential Units and the Commercial Unit in the operation of the Project, the Owners of the Residential Units, voting as a class, shall be entitled to elect one (1) member of the Board of Directors, and the Owner of the Commercial Unit shall be entitled to appoint one (1) member of the Board of Directors and the third director shall be elected by a majority of the votes. The Board of Directors shall elect the officers. The members of the Board of Directors and officers shall take office upon election.

Section 8.8 Removal of Members of the Board of Directors. Subject to Section 8.6 hereof, following notice and an opportunity to be heard as required by this Declaration and the Act, the Unit Owners, by ninety percent (90%) vote of all votes cast at a meeting of the Unit Owners at which a quorum is present, may remove a member of the Board of Directors with or without cause, other than a member appointed by the Declarant.

Section 8.9 Requirements for Turnover of Declarant Control. Within sixty (60) days the termination of the Period of Declarant Control, the Declarant shall deliver to the Association all property of the Unit Owners and of the Association held by or controlled by the Declarant, including without limitation the following items:

- (a) the original or a certified copy of the recorded Declaration as amended, the Association's articles of incorporation, Bylaws, minute books, other books and records, and any Rules and Regulations which may have been promulgated;
- (b) an accounting for Association funds and financial statements, from the date the Association received funds and ending on the date the Period of Declarant Control ends;
- (c) the Association funds or control thereof;

(d) all of the Declarant's tangible personal property that has been represented by the Declarant to be the property of the Association or all of the Declarant's tangible personal property that is necessary for, and has been used exclusively in, the operation and enjoyment of the Common Elements, and inventories of these properties;

(e) a copy, for the non-exclusive use of the Association, of any plans and specifications used in the construction or renovation of the Improvements;

(f) all insurance policies then in force, in which the Unit Owners, the Association or its members of the Board of Directors and officers are named as insured persons;

(g) copies of any certificates of occupancy that may have been issued with respect to the Improvements;

(h) any other permits issued by governmental bodies applicable to the Project and which are currently in force or which were issued within one year prior to the date on which Unit Owners other than the Declarant took control of the Association;

(i) written warranties of the contractor, subcontractors, suppliers, and manufacturers that are still effective;

(j) a roster of Unit Owners and First Mortgagees and their addresses and telephone numbers, if known, as shown on the Declarant's records;

(k) employment contracts in which the Association is a contracting party;

(l) any service contract in which the Association is a contracting party or in which the Association or the Unit Owners have any obligation to pay a fee to the persons performing the services;

(m) operation and maintenance documentation of any and all equipment owned by the Association; and

(n) maintenance recommendations for Common Elements including but not limited to furnishings, equipment, elevators and corridor surfaces, spas furniture and garbage receptacles.

Section 8.10 Agent for Service of Process. The Association's initial agent for service of process as contemplated by the Act shall be the person identified as such in the Articles of Incorporation.

ARTICLE 9 - ASSOCIATION POWERS AND DUTIES

Section 9.1 Association Management Duties. Subject to the rights and obligations of Declarant and other Unit Owners as set forth in this Declaration, the Association shall be responsible for the administration and operation of the Project and for the exclusive management, control, maintenance, repair, replacement, and improvement of the Common Elements and the Limited Common Elements, and shall keep the same in good, clean, attractive, and sanitary condition, order, and repair. The expenses, costs, and fees of such management, operation, maintenance, and repair by the Association shall be part of the Assessments, and prior approval of the Unit Owners shall not be required in order for the Association to pay any such expenses, costs, and fees. The Association shall establish and maintain, out of the installments of the annual Assessments, an adequate reserve account for maintenance, repair, or replacement of those Common Elements that must be replaced on a periodic basis. The Association shall adopt and amend budgets for revenues, expenditures, and reserves which will be the basis for collection of Assessments for Common Expenses from Unit Owners. The Association shall keep financial records sufficiently detailed to enable the Association to comply with the requirement that it provide statements of status of Assessments. All financial and other records of the Association shall be made reasonably available for examination by any Unit Owner and such Unit Owner's authorized agents.

Section 9.2 Association Powers. The Association shall have, subject to the limitations contained in this Declaration and the Act, the powers necessary for the administration of the affairs of the Association and the upkeep of the Project which shall include, but not be limited to, the power to:

- (a) adopt and amend Bylaws and Rules and Regulations;
- (b) adopt and amend budgets for revenues, expenditures and reserves;
- (c) collect assessments for Common Expenses from Owners;
- (d) create and maintain reserve accounts;

- (e) hire and discharge Managing Agents;
- (f) hire and discharge employees and agents, other than Managing Agents, and independent contractors;
- (g) institute, defend or intervene in litigation or administrative proceedings or seek injunctive relief for violation of the Declaration, Bylaws or Rules and Regulations in the Association's name on behalf of the Association or two or more Unit Owners on matters affecting the Project;
- (h) make contracts and incur liabilities;
- (i) regulate the use, maintenance, repair, replacement and modification of the Common Elements;
- (j) cause additional improvements to be made as part of the Common Elements;
- (k) acquire, hold, encumber, and convey in the Association's name any right, title or interest to real property or personal property, but Common Elements may be conveyed or subjected to a Security Interest only pursuant to the requirements of the Act;
- (l) grant easements, including permanent easements, leases, licenses and concessions, through or over the Common Elements;
- (m) impose and receive a payment, fee, or charge for the use, rental or operation of the Common Elements, other than Limited Common Elements, and for services provided to Unit Owners;
- (n) impose a reasonable charge for late payment of Assessments, recover Costs of Enforcement for collection of Assessment and other actions to enforce the powers of the Association, regardless of whether or not suit was initiated and, after notice and hearing, levy reasonable fines for violations of this Declaration, Bylaws and Rules and Regulations of the Association;
- (o) impose a reasonable charge for the preparation and recordation of amendments to this Declaration or for preparation of statements of unpaid Assessments;

(p) provide for the indemnification of the Association's officers and Board of Directors and maintain Board of Directors' and officers' liability insurance;

(q) assign the Association's right to future income, including the right to receive Assessments;

(r) by resolution, establish committees of the Board of Directors and/or Unit Owners, permanent and standing, to perform any of the above functions under specifically delegated administrative standards, as designated in the resolution establishing the committee;

(s) exercise any other powers conferred by this Declaration or the Bylaws;

(t) establish policies and procedures for entry into Units under authority granted to the Association in the Project Documents for the purpose of cleaning, maid service, maintenance and repair including emergency repair, and for the purpose of abating a nuisance or a known or suspected dangerous or unlawful activity;

(u) exercise any other power that may be exercised in Idaho by legal entities of the same type as the Association; and

(v) exercise any other power necessary and proper for the governance and operation of the Association.

Section 9.3 Actions by Board of Directors. Except as specifically otherwise provided in this Declaration, the Bylaws or the Act, the Board of Directors may act in all instances on behalf of the Association.

Section 9.4 Board of Directors Meetings. All meetings of the Board of Directors, at which action is to be taken by vote, will be open to the Unit Owners and at the request of any member, agendas for meetings of the Board of Directors shall be made reasonably available for examination by the member of the Association or their representatives, except that meetings of the Board of Directors may be held in executive session(s), without giving notice and without the requirement that they be open to Unit Owners, in the following situations:

(a) budget consideration;

(b) matters pertaining to employees of the Association or involving the employment, promotion, discipline or dismissal of an officer, agent, or employee of the Association;

(c) consultation with legal counsel concerning disputes that are the subject of pending or imminent court proceedings or matters that are privileged or confidential between attorney and client;

(d) investigative proceedings concerning possible or actual criminal misconduct;

(e) matters subject to specific constitutional, statutory, or judicially imposed requirements protecting particular proceedings or matters from public disclosure;

(f) any matter the disclosure of which would constitute an unwarranted invasion of individual privacy, including but not limited to violations and collections proceedings.

ARTICLE 10 – ASSESSMENTS

Section 10.1 Commencement of Annual Assessments. Until the Association makes an Assessment for Common Expenses, the Declarant shall pay all Common Expenses. After any Assessment has been made by the Association, Assessments shall be made no less frequently than annually and shall be based on a budget adopted no less frequently than annually by the Association.

Section 10.2 Annual Assessments. The Association shall levy annual Assessments to pay for the Common Expense Liability allocated to each Unit pursuant to this Declaration, and pay in accordance with Section 10.5. The total annual Assessments shall be based upon a budget of the Association's cash requirements for upkeep of the Project including maintenance, repair and replacement of the Common Elements as required by the Act and the Project Documents, and the funding of reserve funds created pursuant to Section 10.14 of this Declaration. Any surplus funds of the Association remaining after payment of or provision for Common Expenses and any prepayment of or provision for reserves shall be applied to (i) the following year's Annual Assessment, (2) a capital reserve fund, or (3) a refund or Owners or credit against future assessments as determined by the Board of Directors.

Section 10.3 Apportionment of Annual Assessments. The total annual Assessment for any fiscal year of the Association shall be assessed to the Units in proportion to their Percentage of Common Expenses Liability set forth on Exhibit B, subject to: (a) Common Expenses which are separately metered or assessed to the Units by third parties; (b) Common Expenses associated with the maintenance, repair or replacement of Limited Common Elements which shall be assigned equally or on such other equitable basis as the Board of Directors shall determine to the Units to which the specific Limited Common Elements are appurtenant; (c) Common Expenses or portions thereof benefiting fewer than all of the Units which shall be assessed exclusively against the Units benefited; (d) any increased cost of insurance based upon risk which shall be assessed to Units in proportion to the risk; (e) any Common Expense caused by the misconduct of any Unit Owner(s), which may be assessed exclusively or on such other equitable basis as the Board of Directors shall determine against such Unit Owner(s); and (f) any expenses which are charged equally to the Units. All such allocations of Common Expenses Liability to the Units on a basis other than the Units' Percentage of Common Expenses Liability shall be made by the Board of Directors. In making the allocations, the Board of Directors shall use as a guide the assignment of various Common Expenses to the following categories: utilities (unless separately metered or disproportionately benefiting fewer than all Units), insurance, exterior building maintenance and repairs, and reserves. All Common Expenses associated with maintenance, repair or replacement of areas that serve exclusively Residential Units or the Commercial Unit shall be allocated to only such Units.

Section 10.4 Special Assessments. In addition to the annual Assessments authorized above, the Board of Directors may at any time and from time to time determine, levy, and assess in any fiscal year a special Assessment applicable to that particular fiscal year (and for any such longer period as the Board of Directors may determine) for the purpose of defraying, in whole or in part, the unbudgeted costs, fees, and expenses of any construction, reconstruction, repair, demolishing, replacement, renovation or maintenance of the Project, specifically including any fixtures and personal property related to it. Any amounts determined, levied, and assessed pursuant to this Declaration shall be assessed to the Units pursuant to the provisions in Section 10.3 entitled "Apportionment of Annual Assessments" set forth above.

Section 10.5 Due Dates for Assessment Payments. Unless otherwise determined by the Board of Directors, the Assessments are to be paid in quarterly installments in advance and shall be due and payable to the Association at its office or as the Board of Directors may otherwise direct in any Management Agreement, without notice (except for the initial notice of any special Assessment), on the first day of each quarter. If any such installment shall not be paid within thirty (30) days after it shall

have become due and payable, then the Board of Directors may assess a late charge, default interest charge (not to exceed the rate from time to time allowed by law), fee, or such other charge as the Board of Directors may fix by rule from time to time to cover the extra expenses involved in handling such delinquent Assessment installment. A Unit Owner's Assessment shall be prorated if the ownership of a Unit commences or terminates on a day other than the first day or last day, respectively, of a month or other applicable payment period. However, if the Common Expenses Liability is re-allocated, any installment(s) of an assessment not yet due shall be recalculated in accordance with the re-allocated Common Expenses Liability.

Section 10.6 Default Assessments. All Costs of Enforcement assessed against a Unit Owner pursuant to the Project Documents, or any expense of the Association which is the obligation of a Unit Owner pursuant to the Project Documents shall become a default Assessment assessed against the Unit Owner's Unit. Notice of the amount and demand for payment of such default Assessment shall be sent to the Unit Owner ten (10) days prior to enforcing any remedies for non-payment hereunder.

Section 10.7 Covenant of Personal Obligation for Assessments. Declarant, by creating the Units pursuant to this Declaration, and all other Unit Owners, by acceptance of the deed or other instrument of transfer of his Unit (whether or not it shall be so expressed in such deed or other instrument of transfer), are deemed to personally covenant and agree, jointly and severally, with all other Unit Owners and with the Association, and hereby do so covenant and agree to pay to the Association the (a) annual Assessments, (b) special Assessments, and (c) default Assessments applicable to the Unit Owner's Unit. No Unit Owner may waive or otherwise escape personal liability for the payment of the Assessments provided for in this Declaration by not using the Common Elements or the facilities contained in the Common Elements or by abandoning or leasing his Unit.

Section 10.8 Lien for Assessments; Assignment of Rents. The annual, special, and default Assessments (including installments of the Assessments) arising under the provisions of the Project Documents shall be burdens running with the specific Unit to which such Assessments apply. The Association may impose a lien upon a specific Unit, by preparing a written lien notice setting forth the description of the Unit, the amount of Assessments on the Unit unpaid as of the date of such lien notice, the rate of default interest as set by the Rules and Regulations, the name of the Unit Owner or Unit Owners of the Unit, and any and all other information that the Association may deem proper. The lien notice shall be signed by a member of the Board of Directors, an officer of the Association, or the Managing Agent and shall be recorded in the Records. Upon any default in the payment of annual, special, or default Assessments, the Association

shall also have the right to appoint a receiver to collect all rents, profits, or other income from the Unit payable to the Unit Owner and to apply all such rents, profits, and income to the payment of delinquent Assessments. Each Unit Owner, by ownership of a Unit, agrees to the assignment of such rents, profits and income to the Association effective immediately upon any default in the payment of annual, special, or default Assessments.

Section 10.9 Remedies for Nonpayment of Assessments. If any annual, special, or default Assessment (or any installment of the Assessment) is not fully paid within thirty (30) days after the same becomes due and payable, then as often as the same may happen, (a) interest shall accrue at the default rate set by the Rules and Regulations on any amount of the Assessment in default, accruing from the due date until date of payment, (b) the Association may declare due and payable all unpaid installments of the annual Assessment or any special Assessment otherwise due during the fiscal year during which such default occurred, (c) the Association may thereafter bring an action at law or in equity, or both, against any Unit Owner personally obligated to pay the same, (d) the Association may proceed to foreclose its lien against the particular Unit pursuant to the power of sale granted to the Association by this Declaration or in the manner and form provided by Idaho law for foreclosure of real estate mortgages and (e) the Association may suspend the Owner's right to vote in Association matters until the Assessment is paid. An action at law or in equity by the Association (or counterclaims or cross-claims for such relief in any action) against a Unit Owner to recover a money judgment for unpaid Assessments (or any installment thereof) may be commenced and pursued by the Association without foreclosing or in any way waiving the Association's lien for the Assessments. Foreclosure or attempted foreclosure by the Association of its lien shall not be deemed to stop or otherwise preclude the Association from again foreclosing or attempting to foreclose its lien for any subsequent Assessments (or installments thereof) which are not fully paid when due or for any subsequent default Assessments. The Association shall have the power and right to bid in or purchase any Unit at foreclosure or other legal sale and to acquire and hold, lease, mortgage, and to convey, or otherwise deal with the Unit acquired in such proceedings.

Section 10.10 Purchaser's Liability for Assessments. Notwithstanding the personal obligation of each Unit Owner to pay all Assessments on the Unit, all purchasers shall be jointly and severally liable with the prior Unit Owner(s) for any and all unpaid Assessments against such Unit, without prejudice to any such purchaser's right to recover from any prior Unit Owner any amounts paid thereon by such purchaser. A purchaser's obligation to pay Assessments shall commence upon the date the purchaser becomes the Unit Owner of a Unit. For Assessment purposes, the date a

purchaser becomes the Unit Owner shall be determined as follows: (a) in the event of a conveyance or transfer by foreclosure, the date a purchaser becomes the Unit Owner shall be deemed to be upon the expiration of all applicable redemption periods; (b) in the event of a conveyance or transfer by deed in lieu of foreclosure a purchaser shall be deemed to become the Unit Owner of a Unit upon the execution and delivery of the deed or other instruments conveying or transferring title to the Unit, irrespective of the date the deed is recorded; and (c) in the event of conveyance or transfer by deed, a purchaser shall be deemed to become the Unit Owner upon the execution and delivery of the deed or other instruments conveying or transferring title of the Unit, irrespective of the date the deed is recorded. However, such purchaser shall be entitled to rely upon the existence and status of unpaid Assessments as shown upon any certificate issued by or on behalf of the Association to such named purchaser pursuant to the provisions of this Declaration.

Section 10.11 Waiver of Homestead Exemption; Subordination of Association's Lien for Assessments. By acceptance of the deed or other instrument of transfer of a Unit, each Unit Owner irrevocably waives the homestead exemption provided by Idaho Code § 55-1001 et seq., as amended. The Association's lien on a Unit for Assessments shall be superior to all other liens and encumbrances except the following:

- (a) real property ad valorem taxes and special assessment liens duly imposed by an Idaho governmental or political subdivision or special taxing district, or any other liens made superior by statute; and
- (b) the lien of any First Mortgagee except to the extent Idaho law grants priority for Assessments to the Association.

Any First Mortgagee who acquires title to a Unit by virtue of foreclosing a First Mortgage or by virtue of a deed or assignment in lieu of such a foreclosure, or any purchaser at a foreclosure sale of a First Mortgage, will take the Unit free of any claims for unpaid Assessments and Costs of Enforcement against the Unit which accrue prior to the time such party acquires title to the Unit, except to the extent the amount of the extinguished lien may be reallocated and assessed to all Units as a Common Expense and except to the extent the Act grants lien priority for Assessments to the Association. All other persons not holding liens described in this Section and obtaining a lien or encumbrance on any Unit after the recording of this Declaration shall be deemed to consent that any such lien or encumbrance shall be subordinate and inferior to the Association's lien for Assessments and Costs of Enforcement as provided in this Article, whether or not such consent is specifically set forth in the instrument creating any such lien or encumbrance.

Sale or other transfer of any Unit, (a) except as provided above with respect to First Mortgagees, (b) except in the case of foreclosure of any lien enumerated in this Section, and (c) except as provided in the next Section, shall not affect the Association's lien on such Unit for Assessments due and owing prior to the time such purchaser acquired title and shall not affect the personal liability of each Unit Owner who shall have been responsible for the payment thereof. Further, no such sale or transfer shall relieve the purchaser of a Unit from liability for, or the Unit from the lien of, any Assessments made after the sale or transfer.

Section 10.12 Statement of Status of Assessments. On or before fourteen (14) calendar days after receipt of written notice to the Managing Agent or, in the absence of a Managing Agent, to the Board of Directors and payment of a reasonable fee set from time to time by the Board of Directors, any Unit Owner, holder of a Security Interest, prospective purchaser of a Unit or their designees shall be furnished a statement of the Unit Owner's account setting forth:

- (a) the amount of any unpaid Assessments then existing against a particular Unit;
- (b) the amount of the current installments of the annual Assessment and the date that the next installment is due and payable;
- (c) the date(s) for payment of any installments of any special Assessments outstanding against the Unit; and
- (d) any other information, deemed proper by the Association, including the amount of any delinquent Assessments created or imposed under the terms of this Declaration.

Upon the issuance of such a certificate signed by a member of the Board of Directors, by an officer of the Association, or by a Managing Agent, the information contained therein shall be conclusive upon the Association as to the person or persons to whom such certificate is addressed and who rely on the certificate in good faith.

Section 10.13 Liens. Except for Assessment liens as provided in this Declaration, mechanics' liens (except as prohibited by this Declaration), tax liens, judgment liens and other liens validly arising by operation of law and liens arising under Security Interests, there shall be no other liens obtainable against the Common Elements or against the

interest of any Unit Owner in the Common Elements except a Security Interest in the Common Elements granted by the Association pursuant to the requirements of the Act.

Section 10.14 Reserve Funds. The Association shall maintain (i) a capital reserve fund for the repair, restoration and replacement of the Common Elements; and (ii) a general operating reserve fund. The Association may increase the reserve funds or replace funds withdrawn from any reserve funds with funds collected through Assessments. The amounts held in such reserve funds shall be set at the discretion of the Board of Directors. All reserve funds shall be maintained in FDIC insured, interest bearing accounts.

ARTICLE 11 - MAINTENANCE RESPONSIBILITY

Section 11.1 Unit Owner's Rights and Duties with Respect to Interiors. Except as may be provided in the purchase and sale agreement or other conveyancing documents executed by Declarant in connection with sales to initial purchasers of the Units, each Owner of a Unit shall have the exclusive right and duty to paint, tile, paper, or otherwise decorate or redecorate and to maintain and repair the interior surfaces of the walls, floors, ceilings, windows and doors forming the boundaries of such Unit Owner's Unit and all walls, floors, ceilings, and doors within such boundaries. Notwithstanding the foregoing, no Residential Unit Owner shall be permitted to install any hardwood floor or other hard surface improvements in his Unit that might affect adjoining Units by increasing noise or vibrations, without the prior written approval of the Association, which approval may be denied, or conditioned, in the Association's sole discretion. Owners of the Units shall install and maintain window coverings at their own expense that are consistent with the standards adopted by the Association.

Any decoration, maintenance or repair to the Unit must be performed in such a manner, so that it shall be in compliance with industry standard codes and construction practices.

Section 11.2 Responsibility of the Unit Owner. The Unit Owner of any Unit shall, at the Unit Owner's expense, maintain and keep in repair all fixtures, equipment, and utilities installed and included in a Unit commencing at a point where the fixtures, equipment, and utilities enter the Unit. A Unit Owner shall not allow any action or work that will impair the structural soundness of the improvements, impair the proper functioning of the utilities, heating, ventilation, or plumbing systems or integrity of the Improvement(s), or impair any easement or hereditament. Subject to the Association's overall responsibility for maintenance of the Limited Common Elements, each Unit

Owner shall be responsible for routine maintenance and care of the walls, floors, ceilings, windows and doors, and any heating and/or cooling equipment for the exclusive use of the Unit and any Limited Common Elements appurtenant to the Unit Owner's Unit, and for keeping the same in a good, clean, sanitary, and attractive condition. The Commercial Unit Owner shall be responsible for the maintenance, repair and replacement of all windows and doors in the Commercial Unit. Notwithstanding the foregoing, Unit Owners shall not be responsible for damage to exterior doors and windows except if as a result of a negligent or willful act of said Owner. The Association shall not be responsible for repairs occasioned by casualty due to the act or negligence of the Unit Owner or Occupant of the Unit except as provided in Article 16.

The Association shall not be responsible for damage that occurs due to the Unit Owner's failure to abide by the operation recommendations included in Operation, Maintenance and/or Warranty Manuals for the Unit or for Common Elements.

Section 11.3 Unit Owner's Negligence. In the event that the need for maintenance, repair, or replacement of all or any portion of the Common Elements is caused through or by the negligent or willful act or omission of a Unit Owner or Occupant, then the expenses incurred by the Association for such maintenance, repair, or replacement shall be a personal obligation of such Unit Owner; and, if the Unit Owner fails to repay the expenses incurred by the Association within seven days after notice to the Unit Owner of the amount owed, then the failure to so repay shall be a default by the Unit Owner, and such expenses shall automatically become a default Assessment determined and levied against such Unit, enforceable by the Association in accordance with this Declaration.

Section 11.4 Responsibility of the Association. The Association, without the requirement of approval of the Unit Owners, shall maintain and keep in good repair, replace, and improve, as a Common Expense, all of the Project not required in this Declaration to be maintained and kept in good repair by a Unit Owner or by Declarant.

Section 11.5 Utilities and Services. The Association shall be responsible for obtaining utilities for Common Areas and to a Common Area demark to service all Units including, but not limited to, heating, cooling, water, sewer, electric, trash, recycling, and cable/internet. Such Utilities and Services shall be separately metered to each Unit to the extent reasonably feasible, and otherwise allocated by the Association based on a reasonable assessment of each Unit's relative usage.

ARTICLE 12 - MECHANICS' LIENS

Section 12.1 Mechanics' Liens. Subsequent to recording of this Declaration and the filing of the Plat in the Records, no labor performed or materials furnished for use and incorporated in any Unit with the consent of or at the request of the Unit Owner or the Unit Owner's agent, contractor or subcontractor, shall be the basis for the filing of a lien against a Unit of any other Unit Owner not expressly consenting to or requesting the same, or against any interest in the Common Elements except as to the undivided interest therein appurtenant to the Unit of the Unit Owner for whom such labor shall have been performed or such materials shall have been furnished. Each Unit Owner shall indemnify and hold harmless each of the other Unit Owners and the Association from and against any liability or loss arising from the claim of any mechanics' lien or for labor performed or for materials furnished in work on such Unit Owner's Unit, against the Unit of another Unit Owner or against the Common Elements, or any part thereof.

Section 12.2 Enforcement by the Association. At its own initiative or upon the written request of any Unit Owner (if the Association determines that further action by the Association is proper), the Association shall enforce the indemnity provided by the provisions of this Article 12 by collecting from the Unit Owner of the Unit on which the labor was performed or materials furnished the amount necessary to discharge by bond or otherwise any such mechanics' lien, to pay all costs and reasonable attorneys' fees incidental to the lien, and to obtain a release of such lien. If the Unit Owner of the Unit on which the labor was performed or materials furnished refuses or fails to indemnify within five (5) days after the Association shall have given notice to such Unit Owner of the total amount of the claim, then the failure to so indemnify shall be a default by such Unit Owner under the provisions of this Section 12.2, and such amount to be indemnified shall automatically become a default Assessment determined and levied against such Unit, and enforceable by the Association pursuant to this Declaration.

ARTICLE 13 - USE RESTRICTIONS

Section 13.1 Use of Units. Except for uses reserved to Declarant in Article 15 entitled "Special Declarant Rights and Additional Reserved Rights", all Residential Units shall be used for single family dwelling and lodging purposes only. Unit Owners of the Residential Units may rent or lease such Units to others for these purposes, however Short Term Rentals, (ie rentals for a period of less than thirty (30) days) shall not be allowed. The residential/housing portions of the Of the Commercial Unit shall likewise preclude Short Term Rentals.

Section 13.2 Use of Common Elements. There shall be no obstruction of the Common Elements, nor shall anything be kept or stored on any part of the Common Elements by any Residential Unit Owner without the prior written approval of the Association. Nothing shall be altered on, constructed in, or removed from the Common Elements by any Unit Owner without the prior written approval of the Association. There shall be no rubbish or debris of any kind placed or permitted to accumulate and no odors shall be permitted to arise from the property so as to render any portion of the Project unsanitary, unsightly, offensive or detrimental to any property or person. Trash, garbage or other waste shall be kept only in sanitary containers. No Unit Owner shall permit or cause any trash or refuse to be kept on any portion of the Project other than in receptacles customarily used for it, which shall be located in places specifically designed for such purpose. No smoking shall be permitted in Common Areas, including Limited Common Areas. Any exterior fire pit or grill located on Limited Common Area shall be fueled by natural gas; no wood or charcoal fires shall be allowed.

Section 13.3 Prohibition of Increases in Insurable Risks and Certain Activities. Nothing shall be done or kept in any Unit or in or on the Common Elements, or any part thereof, which would result in the cancellation of the insurance on all or any part of the Project or in an increase in the rate of the insurance on all or any part of the Project over what the Association, but for such activity, would pay, without the prior written approval of the Association. Nothing shall be done or kept in any Unit or in or on the Common Elements which would be in violation of any statute, rule, ordinance, regulation, permit, or other imposed requirement of any governmental body having jurisdiction over the Project. No damage to or waste of the Common Elements shall be committed by any Unit Owner or Occupant, and each Unit Owner shall indemnify and hold the Association and the other Unit Owners harmless against all loss resulting from any such damage or waste caused by him or an Occupant of his Unit. Failure to so indemnify shall be a default by such Unit Owner under this Section. At its own initiative or upon the written request of any Unit Owner (and if the Association determines that further action by the Association is proper), the Association shall enforce the foregoing indemnity as a default Assessment levied against such Unit.

Section 13.4 Structural Alterations and Exterior Appearance. No structural alterations to any Unit, including the construction of any additional skylight, window, door or other alteration visible from the exterior of the Unit or to any Common Element nor any modification of water distribution lines shall be made or caused to be made by any Unit Owner without the prior written approval of the Declarant during the Period of Declarant Control and, thereafter, the Association. No clothes lines, satellite dishes, television antennas, wiring or installation of air conditioning equipment, window coverings or other improvements, alterations or decorations visible from outside a Unit

shall be added by a Unit Owner without the prior written approval of the Declarant during the Period of Declarant Control and, thereafter, the Association. Except for interior decorations not visible from outside a Unit and alteration or relocation of walls constituting Limited Common Elements, no alteration or subdivision of Units or relocation of boundaries between adjoining Units shall be made by the Unit Owners without the prior written approval of the Declarant during the Period of Declarant Control and, thereafter, by the Association. The Association shall promulgate Rules and Regulations establishing procedures for the approvals required by this Section 13.4. Such Rules and Regulations shall include, but shall not be limited to, requirements that the applicant submit (a) plans and specifications showing the nature, kind, shape, height, color, materials, and location of the proposed alterations in sufficient detail for the Association and Declarant to review them; and (b) processing and/or review fees, which may include any professional fees the Association or Declarant might incur in retaining architects or engineers to review the plans and specifications. The Rules and Regulations shall specifically consider the impact of the alteration on the harmony of external design and location in relation to surrounding structures and topography.

Section 13.5 Use Restrictions. No animal pens, sheds, fences or other structures of any kind shall be erected by any Unit Owner. No activity shall be allowed which interferes unduly with the peaceful possession and proper use of the Project by the Unit Owners, nor shall any fire hazard or unsightly accumulation of refuse be allowed. No lights shall be emitted which are unreasonably bright or cause unreasonable glare and all lighting must comply with the City of Ketchum's Dark Sky Ordinance. No sound shall be emitted which is unreasonably loud or annoying; and no odor shall be emitted which is nauseous or offensive to others. No livestock, animals, poultry or fowl shall be kept in any Unit other than domestic dogs and cats, which are not allowed below the ground floor, and provided that no such dog or cat which is or becomes an annoyance or nuisance to other Occupants of the Project shall thereafter be kept in any Unit. No pet shall be left at any time in the Common Area except when under the direct control of its owner. In the event Rules and Regulations relating to the Use Restrictions are adopted by the Association related to pets, the more stringent restriction on such use shall control.

Section 13.6 Limit on Timesharing. No Unit Owner, excluding Declarant, shall offer or sell any interest in such Unit under a "timesharing" or "interval ownership" plan, or any similar plan without the specific prior written approval of the Declarant during the Period of Declarant Control, and thereafter the Association.

Section 13.7 Restriction on Signs. No signs, billboards, posterboards, or advertising structure of any kind shall be displayed, erected, or maintained for any

purpose whatsoever except such signs as have been approved by the Declarant during the Period of Declarant Control and, thereafter, the Association. Any signs which are permitted under the foregoing restrictions shall be erected or maintained on the Project only with the prior written approval of the Declarant during the Period of Declarant Control, and thereafter the Association, which approval shall be given only if such signs are of attractive design and as small a size as reasonably possible and shall be placed or located as directed or approved by the Association.

Section 13.9 Restrictions on Use of Parking and Storage Areas. No parking shall be permitted at any location on the Property unless specifically designated for parking by the Association. All parking spaces shall be used for parking operable vehicles only. No boat, trailer, recreational vehicle, camper or commercial vehicle shall be parked or left within the Project. No storage is permitted outside of Units except in specifically designated storage areas. No Owner may use any parking or storage space assigned to another. No Owner may use any parking space for storage or use any parking or storage space in any manner that obstructs or interferes with any other Owner's parking or storage rights or that constitutes a safety hazard. Without limiting the generality of the powers of the Association with respect to parking or storage, the Association is specifically authorized, but not obligated, to remove any vehicle parked in any area not designated for parking, or any vehicle parked in any space that is assigned to another person or reserved for a specific use, or any vehicle parked in an obstructing or hazardous manner, or any improperly stored or hazardous materials, in all cases at the expense of the Owner or Occupant that owns such vehicle or materials. Expenses incurred by the Association in connection with such removal (and storage, if necessary) shall be a personal obligation of such Owner and, if the Owner fails to pay such amount within seven (7) days after notice to the Owner of the amount owed, then the failure to pay shall be a default by the Owner and such expenses shall automatically become a default Assessment determined and levied against such Unit enforceable by the Association as provided in this Declaration.

ARTICLE 14 - EASEMENTS

Section 14.1 Easement of Enjoyment. Every Unit Owner shall have a non-exclusive easement for the use and enjoyment of the Common Elements, which shall be appurtenant to and shall pass with the title to every Unit, subject to the easements set forth in this Article 14 and the easements and restrictions set forth in Article 7 entitled "Unit Owners' Property Rights in Common Elements".

Section 14.2 Delegation of Use. Any Unit Owner may delegate, in accordance with the Project Documents, the Unit Owner's right of enjoyment in the Common Elements to an Occupant of the Unit Owner's Unit.

Section 14.3 Recorded Easements. The Property shall be subject to any easements shown on any recorded plat affecting the Property, shown on the recorded Plat or reserved or granted under this Declaration.

Section 14.4 Easements for Encroachments. The Project, and all portions of it, is subject to easements hereby created for encroachments between Units and the Common Elements as follows:

- (a) in favor of all Unit Owners, so that they shall have no legal liability when any part of the Common Elements encroaches upon a Unit;
- (b) in favor of each Unit Owner, so that the Unit Owner shall have no legal liability when any part of his Unit encroaches upon the Common Elements or upon another Unit; and
- (c) in favor of all Unit Owners, the Association, and the Unit Owner of any encroaching Unit for the maintenance and repair of such encroachments.

Encroachments referred to in this Section 14.4 include, but are not limited to, encroachments caused by error or variance from the original plans in the construction of the Improvements or any Unit constructed on the Property, by error in the Plat, by settling, rising, or shifting of the earth, or by changes in position caused by repair or reconstruction of any part of the Project. Such encroachments shall not be considered to be encumbrances upon any part of the Project; provided, however, that encroachments created by the intentional act of a Unit Owner shall not be deemed to create an easement on the Property and shall be considered an encroachment upon the Project. Such encroachment shall be removed at Unit Owner's expense immediately upon notice from the Association. In the event such encroachment is not timely removed, the Association may effect removal of the encroachment and the expense thereof shall be a default Assessment to the Unit Owner.

Section 14.6 Utility Easements. There is hereby created a general easement upon, across, over, in, and under all of the Property for ingress and egress and for installation, replacement, repair, and maintenance of all utilities, including but not limited to water, sewer, gas, telephone, electricity, and a cable communication system. By virtue of this easement, it shall be expressly permissible and proper for the

companies providing such utilities to erect and maintain the necessary equipment on the Property and to affix and maintain electrical, communications, and telephone wires, circuits, and conduits under the Property. Any utility company using this general easement shall use its best efforts to install and maintain the utilities provided without disturbing the uses of other utilities, the Unit Owners, the Association, and Declarant; shall complete its installation and maintenance activities as promptly as reasonably possible; and shall restore the surface to its original condition as soon as possible after completion of its work. Should any utility company furnishing a service covered by this general easement request a specific easement by separate recordable document, Declarant during the Period of Declarant Control and, thereafter, the Association, shall have the right and authority to grant such easement upon, across, over, or under any part or all of the Property without conflicting with the terms hereof. The easements provided for in this Section 14.6 shall in no way affect, avoid, extinguish, or modify any other recorded easement on the Property.

Section 14.7 Emergency Access Easement. A general easement is hereby granted to all police, sheriff, fire protection, ambulance, and all other similar emergency agencies or persons to enter upon all streets and upon the Property in the proper performance of their duties.

Section 14.8 Maintenance Easement. An easement is hereby granted to the Association and any Managing Agent and their respective officers, agents, employees and assigns upon, across, over, in, and under the Common Elements and a right to make such use of the Common Elements as may be necessary or appropriate to perform the duties and functions which they are obligated or permitted to perform pursuant to this Declaration.

Section 14.9 Easements of Access for Repair, Maintenance, and Emergencies. Some of the Common Elements are or may be located within the Units or may be conveniently accessible only through the Units. The Unit Owners and the Association shall have the irrevocable right, to be exercised by the Association as the Unit Owners' agent, to have access to each Unit and to all Common Elements from time to time during such reasonable hours as may be necessary for the maintenance, repair, removal, or replacement of any of the Common Elements therein or accessible therefrom or for making emergency repairs therein necessary to prevent damage to the Common Elements or to any Unit. Unless caused by the negligent or willful act or omission of a Unit Owner or Occupant, damage to the interior of any part of a Unit resulting from the maintenance, repair, emergency repair, removal, or replacement of any of the Common Elements or as a result of emergency repair within another Unit at the instance of the Association or of the Unit Owners shall be a Common Expense.

Section 14.10 Easements Deemed Created. All conveyances of Units hereafter made, whether by Declarant or otherwise, shall be construed to grant and reserve the easements contained in this Article 14, even though no specific reference to such easements or to this Article 14 appears in the instrument for such conveyance.

ARTICLE 15 – SPECIAL DECLARANT RIGHTS AND ADDITIONAL RESERVED RIGHTS

Section 15.1 Special Declarant Rights. Declarant hereby reserves the right, from time to time, to perform the acts and exercise the rights hereinafter specified (the “Special Declarant Rights”). Declarant’s Special Declarant Rights include the following:

(a) Completion of Improvements. The right to complete improvements indicated on the Plat filed with this Declaration and/or the right to complete construction of the Project as Declarant determines in its sole discretion.

(b) Sales Management and Marketing. The right to locate, relocate and maintain sales offices, management offices, signs advertising the Project, and models within any Unit or Units owned by Declarant and in the Common Elements. Declarant shall have the right to show Units and the Common Elements to prospective purchasers.

(c) Construction Easements. The right to create and use easements through the Common Elements for the purpose of making improvements within the Project. Declarant expressly reserves the right to perform warranty work, and repairs and construction work and to store materials in secure areas, in Units and in Common Elements, and the future right to control such work and repairs, and the right of access thereto, until its completion. Declarant may perform all work without the consent or approval of any Unit Owner or First Mortgagee or holder of a Security Interest. Declarant has such an easement through the Common Elements as may be reasonably necessary for the purpose of discharging Declarant’s obligations and exercising Declarant’s reserved rights in this Declaration. Such easement includes the right to construct underground utility lines, pipes, wires, ducts, conduits, and other facilities across the Property for the purpose of furnishing utility and other services to buildings and improvements to be constructed on any of the Property. Declarant’s reserved construction easement includes the right to grant easements to public utility

companies and to convey improvements within those easements anywhere in the Common Elements not occupied by an Improvement containing Units.

(d) Control of Association and Board of Directors. Subject to Section 8.6, the right to appoint or remove any officer of the Association or any member of the Board of Directors.

(e) Amendment of Declaration. The right to amend this Declaration in connection with the exercise of any Development Rights.

(f) Amendment of Plat. The right to amend the Plat and any Development Agreement between Declarant and the City of Ketchum in connection with the exercise of any Development Rights.

(g) Signs. The right to maintain signs on the Common Elements advertising the Project.

(h) Post-Sales. The right to use the Common Elements to maintain customer relations and provide post-sale services to Unit Owners.

(i) Parking/Storage. The right to use and to allow others to use all parking and storage areas, except Limited Common Elements appurtenant to sold Units, in connection with its marketing efforts.

(j) Disputes With Association. The right to require that all disputes with the Association, including but not limited to those arising out of or relating to the purchase and sale of the Units, the construction or management of the Units or Common Elements, or the interpretation of this Declaration, be mediated by the American Arbitration Association under its Commercial Mediation Rules. Thereafter, Declarant shall have the right to require that any unresolved dispute or controversy or claim, including but not limited to the aforementioned, be settled by arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules, and judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.

(k) Payment of Common Expenses. The right, but not the obligation, to pay all or part of budgeted Common Expenses in lieu of the Association levying Assessments for the same for any period of time.

Section 15.2 Additional Reserved Rights. In addition to the Special Declarant Rights set forth in Section 15.1 above, Declarant also reserves the following additional rights (the “Additional Reserved Rights”):

(a) Dedications. The right to establish, from time to time, by dedication or otherwise, utility and other easements for purposes including but not limited to streets, paths, walkways, drainage, recreation areas, parking areas, driveways, ducts, shafts, flues, conduit installation areas, and to create other reservations, exceptions and exclusions for the benefit of and to serve the Unit Owners within the Project.

(b) Use Agreements. The right to enter into, establish, execute, amend, and otherwise deal with contracts and agreements for the use, lease, repair, maintenance or regulation of parking and/or recreational facilities, which may or may not be a part of the Project for the benefit of the Unit Owners and/or the Association.

(c) Easement Rights. The rights to an easement through the Common Elements as may be reasonably necessary for the purpose of discharging Declarant’s obligations arising under this Declaration or the Act.

Section 15.3 Limitations on Special Declarant Rights and Additional Reserved Rights. Unless sooner terminated by an amendment to this Declaration executed by the Declarant, any Special Declarant Right or Additional Reserved Rights may be exercised by the Declarant for the Period of Declarant Control.

Section 15.4 Interference with Special Declarant Rights. Neither the Association nor any Unit Owners may take any action or adopt any rule and/or regulation that will interfere with or diminish any Special Declarant Rights or Additional Reserved Rights without the prior written consent of the Declarant.

Section 15.5 Rights Transferable. Any Special Declarant Rights or Additional Reserved Right created or reserved under this Article 15 for the benefit of Declarant may be transferred to any person by an instrument describing the rights transferred and recorded in the Records. Such instrument shall be executed by the transferor Declarant and the transferee.

Section 15.6 Owner Waivers, Releases and Assumption of Risk Rights Transferable. Each Owner by accepting a deed to a Unit thereby does agree to assume all responsibility for and all inherent risk of damage or injury that may occur while

owning or occupying a Unit or the Common Area, including but not limited to the following:

(a) Damage to land and other real property that is not part of a Unit, or that was not included in the purchase price for the Unit;

(b) Damage to spas and other recreational equipment or facilities driveways, boundary and retaining walls not necessary to the structural integrity of the Unit, fences, landscaping, sprinkler systems, patios, decks, stoops, steps and porches, or any other appurtenant structure or attachment to a Unit not part of the Unit;

(c) Damage or loss which arises while the Unit is being used for nonresidential purposes;

(d) Damage or loss which arises out of the use of the patio fireplace;

(e) Any condition, which does not result in actual physical damage to the Unit;

(f) Damage to Unit as a result of modifications or improvements to Units. Unit Owner shall restore the Unit to industry standard codes or to the level of construction, whichever is greater.

(g) Any loss or damage that is caused or made worse by any of the following causes, whether acting alone or in concert or in sequence or concurrence with any other cause or causes whatsoever:

(h) Negligence, improper maintenance, defective material or work supplied by, or improper operation by, anyone other than the Declarant or its contractors, including failure to comply with the warranty requirements of manufacturers of appliances, equipment or fixtures;

(i) Failure to give prompt and proper notice to any insurer, including to any Home Buyer's Warranty insurer;

(j) Riot or civil commotion, war, vandalism, hurricane, tornado, fire, explosion, blasting, smoke, water, groundwater, flood, earthquake, hail snow, ice storm, lighting, falling trees or other objects, aircraft, vehicles, mudslide, avalanche, or volcanic eruption;

(k) Abuse or use of a Unit, or any part thereof, beyond the reasonable capacity of such Unit for such use;

(l) Microorganisms, fungus, decay, wet rot, dry rot, mold, mildew, vermin, insects, rodents, wild or domestic animals, plants, corrosion, rust, radon, radiation, asbestos, any solid, liquid or gaseous pollutant, contaminant, toxin, irritant, or carcinogenic substance, and electromagnetic field or emission;

(m) Failure to minimize or mitigate any defect, condition, loss or damage as soon as practicable.

(n) Any damage known prior to acquiring the Unit;

(o) Loss caused, in whole or in part, by any peril or occurrence for which compensation is provided by private insurance, or state or federal funds;

(p) Diminished market value of the Unit;

(q) Any and all consequential loss or damage, including without limitation, any damage to property not covered by insurance, any damage to property not owned by the Owner, any bodily damage or personal injury of any kind, including physical or mental pain and suffering and emotional distress, and any medical or hospital expenses, or lost profits.

Each Owner further (i) releases Declarant and its members, employees, agents and representatives from any claim, loss, liability or cause of action in connection with the risks hereby assumed, (ii) waives and agrees not to sue, make any claim against, maintain an action against or recover from Declarant, its members, employees, agents, or representatives for damages sustained as a result of the risks hereby assumed, and (iii) to indemnify and hold harmless, Declarant and its members, employees, agents or representatives from all claims, judgments, costs, including attorneys' fees, incurred in connection with any action brought as a result of the risks hereby assumed.

ARTICLE 16 - INSURANCE

Section 16.1 Coverage. Commencing not later than the first conveyance of a Unit to a purchaser and to the extent reasonably available, the Association shall obtain and maintain insurance coverage as set forth in this Article. If such insurance is not reasonably available, and the Board of Directors determines that any insurance

described herein will not be maintained, the Board of Directors shall promptly cause notice of that fact to be hand delivered or sent prepaid by United States mail to all Unit Owners and Eligible First Mortgagees at their respective last known addresses.

(a) Property Insurance. The Association shall maintain property insurance on the Project for broad form covered causes of loss in amount of insurance not less than the full insurable replacement cost of the insured property less applicable deductibles at the time insurance is purchased and at each renewal date, exclusive of land, excavations, foundations, and other items normally excluded from property insurance policies.

(b) Liability Insurance. The Association shall maintain commercial general liability insurance against claims and liabilities arising in connection with the ownership, existence, use, or management of the Project, insuring the Association. The Board of Directors, the Managing Agent, and their respective employees and agents. The minimum limits of insurance will be \$2,000,000 per occurrence, subject to an annual policy aggregate of \$2,000,000 unless otherwise determined by the Board. The Declarant shall be included as an additional insured in such Declarant's capacity as a Unit Owner. Unit Owners and Eligible First Mortgagees shall be included as additional insureds but only for claims and liabilities arising in connection with the ownership, existence, use, of the Common Elements or membership in the Association.

(c) Fidelity Bond. The Association shall maintain a fidelity bond on all persons who control or disburse funds of the Association. Coverage shall not be less in the aggregate than two months' current Assessments plus reserves, as calculated from the current budget of the Association. Any person employed as an independent contractor by the Association, including the Property Management Company must obtain and maintain fidelity bond in like amount for the benefit of the Association unless the Association names such person as an insured employee in the bond specified above.

(d) Other Insurance. The Board of Directors may also procure insurance against such additional risks of a type normally carried with respect to properties of comparable character and use that the Board of Directors deems reasonable and necessary in order to protect the Project, the Association and the Unit Owners, including but not limited to Community Association Professional (aka Directors and Officers Liability), Company Reimbursement (or Company Indemnification) and Fiduciary Liability policies.

(e) Unit Owners' Policies. Each Unit Owner shall obtain additional insurance at his own cost for his own benefit, including contents and personal liability of not less than \$2,000,000. All policies shall name the Association as an additional insured and shall provide that the liability of the carriers issuing insurance to the Association hereunder shall not be affected or diminished by reason of any such insurance carried by any Unit Owner.

Section 16.2 Required Provisions. All insurance policies carried pursuant to the requirements of this Article 16 must provide that:

(a) each Unit Owner and each Eligible First Mortgagee is an insured person under the policy with respect to liability arising out of such Unit Owner's interest in the Common Elements or membership in the Association;

(b) no act or omission by any Unit Owner or Eligible First Mortgagee, unless acting within the scope of such Unit Owner's authority on behalf of the Association, will void the policy or be a condition to recovery under the policy;

(c) if, at the time of a loss under the Association policy, there is other insurance in the name of a Unit Owner covering the risks covered by the policy, the Association's policy provides primary insurance until the limits are exhausted, the Unit Owner coverage will then be excess;

(d) any loss covered by the policies must be adjusted by the Insurance Carrier with the Association;

(e) the insurance proceeds for any loss shall be payable to an insurance trustee designated for that purpose, or otherwise to the Association and not to any holder of a Security Interest;

(f) the insurer, or authorized representative, shall issue certificates of insurance to the Association and, upon request, to any Unit Owner or holder of a Security Interest; and

(g) the insurer issuing the policy may not cancel or refuse to renew it until forty-five (45) days after notice of the proposed cancellation or non-renewal has been mailed to the Association and any Unit Owner(s) and holder(s) of Security Interests to whom a certificate of insurance has been issued at their respective last known addresses.

Section 16.3 Adjustment of Claims. The Association may adopt and establish written nondiscriminatory policies and procedures relating to the submission of claims, responsibility for deductibles, and any other matters of claims adjustment that are required by the insurer. To the extent the Association settles a property insurance claim, it shall have the authority to assess negligent Unit Owners causing such loss or benefiting from such repair or restoration all deductibles paid by the Association. In the event more than one Unit is damaged by a loss, the Association in its reasonable discretion may assess each Unit Owner a pro rata share of any deductible paid by the Association.

Section 16.4 Copies of Policies. A copy of each insurance policy obtained by the Association shall be made available for inspection by any Unit Owner or Eligible First Mortgagee at reasonable times.

ARTICLE 17 - RESTORATION UPON DAMAGE OR DESTRUCTION

Section 17.1 Duty to Restore. Any portion of the Project, for which insurance is required under the Act or for which insurance carried by the Association is in effect, that is damaged or destroyed must be repaired or replaced promptly by the Association unless:

- (a) the Project is terminated;
- (b) repair or replacement would be illegal under a state statute or municipal ordinance governing health or safety;
- (c) sixty-seven percent (67%) of the Unit Owners, including every Owner of a Unit or assigned Limited Common Element that will not be rebuilt, vote not to rebuild; or
- (d) prior to the conveyance of any Unit to a purchaser, the holder of a Security Interest on the damaged portion of the Project rightfully demands all or a substantial part of the insurance proceeds.

In the event the Project is not repaired or replaced as allowed by Subparagraphs (a), (b) and (c) above, then the Real Estate in the Project shall be sold and the proceeds distributed pursuant to the procedures provided for in the Act for termination of condominium projects.

Section 17.2 Cost. The cost of repair or replacement in excess of insurance proceeds and reserves is a Common Expense.

Section 17.3 Plans. The Property must be repaired and restored in accordance with either the original plans and specifications or other plans and specifications which have been approved by the Board of Directors and a Majority of Owners.

Section 17.4 Replacement of Less Than Entire Property. If the entire Project is not repaired or replaced, the insurance proceeds attributable to the damaged Common Elements shall be used to restore the damaged area to a condition compatible with the remainder of the Project and, except to the extent that other persons will be distributees:

(a) the insurance proceeds attributable to a Unit and Limited Common Elements that are not rebuilt must be distributed to the Unit Owner of the Unit and the Unit Owner of the Unit to which the Limited Common Elements were allocated, or to holders of Security Interests, as their interests may appear;

(b) the remainder of the proceeds must be distributed to each Unit Owner or holders of Security Interests, as their interests may appear, in proportion to the Allocated Interests in the Common Elements of all the Units; and

(c) if the Unit Owners vote not to rebuild a Unit, the Allocated Interests of the Unit are reallocated upon the vote as if the Unit had been condemned, and the Association promptly shall prepare, execute and record an amendment to this Declaration reflecting the reallocations.

Section 17.5 Insurance Proceeds. The insurance trustee, or if there is no insurance trustee, then the Board of Directors, acting by the President, shall hold any insurance proceeds in trust for the Association, Unit Owners and holders of Security Interests as their interest may appear. Subject to the provisions of the Sections above, the proceeds shall be disbursed first for the repair or restoration of the damaged Property, and the Association, Unit Owners and holders of Security Interests are not entitled to receive payment of any portion of the proceeds unless there is a surplus of proceeds after the Property has been completely repaired or restored, or the Project is terminated, in which event the surplus proceeds will be distributed as provided in this Declaration.

Section 17.6 Certificates by the Board of Directors. The insurance trustee, if any, may rely on the following certifications in writing made by the Board of Directors:

- (a) whether or not damaged or destroyed Property is to be repaired or restored; and
- (b) the amount or amounts to be paid for repairs or restoration and the names and addresses of the parties to whom such amounts are to be paid.

Section 17.7 Certificates by Attorneys or Title Insurance Companies. If payments are to be made to Unit Owners or holders of Security Interests, the Board of Directors, and the insurance trustee, if any, shall obtain and may rely on a title insurance company or attorney's certificate of title or a title insurance policy based on a search of the Records from the date of recording of this Declaration stating the names of the Unit Owners and the holders of Security Interest.

ARTICLE 18 - CONDEMNATION

Section 18.1 Sale by Unanimous Consent. If an action for condemnation of all or a portion of the Project is proposed or threatened by any governmental agency having the right of eminent domain, then, on unanimous written consent of all of the Unit Owners and after written notice to all mortgagees, the development, or a portion of it, may be sold by the Board of Directors acting as irrevocable attorney-in-fact of all of the Unit Owners for a price deemed fair and equitable by the Board of Directors, but in no event less than the aggregate unpaid balance of all mortgages encumbering all Units in the development.

Section 18.2 Distribution of Proceeds of Sale. On a sale occurring under Section 18.1, the proceeds shall be distributed to the Unit Owner and the mortgagees of each Unit in proportion to each Units relative interest in the Project as determined by an appraisal commissioned by the Board of Directors.

Section 18.3 Distribution of Condemnation Award. If the Project, or a portion of it, is not sold but is instead taken, the judgment of condemnation shall by its terms apportion the award among the Unit Owners and their respective mortgagees.

ARTICLE 19 - MORTGAGEE PROTECTIONS

Section 19.1 Introduction. This Article 19 establishes certain standards and covenants which are for the benefit of First Mortgagees. This Article 19 is supplemental

to, and not in substitution for, any other provisions of this Declaration, but in the case of any conflict, this Article shall control.

Section 19.2 Percentage of First Mortgagees. Unless specifically provided otherwise, wherever in this Declaration the approval or consent of a specified percentage of Eligible First Mortgagees is required, it shall mean the approval or consent of sixty-seven percent (67%) of Eligible First Mortgagees. Each Eligible First Mortgagee shall be entitled to one vote for each Security Interest held by such Eligible First Mortgagee.

Section 19.3 Notice of Actions. If requested in writing to do so, the Association shall give prompt written notice of the following to each Eligible First Mortgagee making such request:

(a) any condemnation loss or any casualty loss which affects a material portion of the Common Elements or any Unit in which an interest is held by the Eligible First Mortgagee;

(b) any delinquency in the payment of Assessments which remains uncured for sixty (60) days by a Unit Owner whose Unit is encumbered by a Security Interest held by such Eligible First Mortgagee;

(c) any lapse, cancellation, or material modification of any insurance policy or fidelity bond maintained by the Association;

(d) any proposed action which would require the consent of Eligible First Mortgagees as set forth in this Article;

(e) any judgment rendered against the Association; and

(f) a copy of any financial statement of the Association.

Section 19.4 Consent Required. The Association may not take any of the following actions, except as such rights have been specifically reserved by Declarant under the provisions of this Declaration, without the consent of sixty-seven percent (67%) of the Eligible First Mortgagees:

(a) sale, conveyance or encumbrance of the Common Elements, separate from any Unit (provided, however, that the granting of easements for

public utilities, or for other purposes provided for in this Declaration will not be deemed a transfer within the meaning of this clause);

(b) restoration or repair of the Project (after hazard damage or partial condemnation) in a manner other than that specified in this Declaration;

(c) termination of this Declaration for reasons other than substantial destruction or condemnation, subject to the approval percentages required for such termination;

(d) any action not to repair or to replace the Common Elements except as permitted in this Declaration.

Section 19.5 Notice of Objection. Unless an Eligible First Mortgagee provides the Secretary of the Association with written notice of its objection, if any, to any proposed amendment or action requiring the approval of Eligible First Mortgagees within thirty (30) days following the receipt of notice of such proposed amendment or action, the Eligible First Mortgagee will be deemed conclusively to have consented to or approved the proposed amendment or action.

Section 19.6 First Mortgagees' Rights.

(a) Advances. First Mortgagees, jointly or singly, may pay taxes or other charges which are in default and which may or have become a charge against any of the Common Elements or improvements thereon, and may pay overdue premiums on hazard insurance policies, or secure new hazard insurance coverage on the lapse of a policy, for the Common Elements. First Mortgagees making such payments shall be owed immediate reimbursement from the Association.

(b) Cure Rights. First Mortgagees shall be entitled to cure any delinquency of the Unit Owner encumbered by a First Mortgage in the payment of Assessments. In that event, the First Mortgagee shall be entitled to obtain a release from the lien imposed or perfected by reason of such delinquency.

Section 19.7 Limitations on First Mortgagee's Rights. No requirement for approval or consent by a First Mortgagee provided in this Article 19 shall operate to:

(a) deny or delegate control over the general administrative affairs of the Association by the Unit Owners or the Board of Directors;

(b) prevent the Association or Board of Directors from commencing, intervening and/or settling any legal proceeding; or

(c) prevent any insurance trustee or the Association from receiving and distributing any insurance proceeds in accordance with the requirements of Article 18 entitled "Restoration Upon Damage or Destruction".

Section 19.8 Special Declarant Rights. No provision or requirement of this Article 19 entitled "Mortgagee Protections" shall apply to any Special Declarant Rights reserved to Declarant in this Declaration.

ARTICLE 20 - DURATION OF COVENANTS; AMENDMENT AND TERMINATION

Section 20.1 Term. This Declaration and any amendments or supplements to it shall remain in effect from the date of recordation for a period of fifty (50) years. Thereafter, this Declaration shall be automatically extended for successive periods of ten (10) years each, unless otherwise terminated or modified as provided in this Article.

Section 20.2 Amendment of Declaration. Except to the extent that this Declaration and the Act expressly permit or require amendments that may be executed by the Declarant or by the Association, this Declaration (including the Plat) may be amended only by a vote or agreement of Unit Owners to which more than sixty seven percent (67%) of the votes in the Association are allocated. Notwithstanding the foregoing, no amendment may create or increase Special Declarant Rights, increase the number of Units or change the boundaries of any Unit or the Allocated Interests of a Unit in the absence of a vote or agreement of the Unit Owners to which at least sixty seven percent (67%) of the votes of the Association, including sixty seven percent (67%) of the votes allocated to Units not owned by Declarant, are allocated, except to the extent otherwise permitted or required by this Declaration or the Act. Notwithstanding the foregoing, no amendment may change the uses to which any Unit is restricted in the absence of a vote or agreement of Unit Owners to which at least sixty seven percent (67%) of the votes of the Association are allocated, except to the extent otherwise permitted or required by this Declaration or the Act.

Section 20.3 Execution of Amendments; Expenses. Any amendment shall be prepared, executed and recorded either by the Declarant or by an officer of the Association designated for that purpose or, in the absence of a designation, by the President of the Association. All expenses associated with preparing and recording an amendment to this Declaration shall be the sole responsibility of: (a) any Unit Owners

desiring an amendment as provided for in this Declaration or the Act; (b) the Declarant, to the extent the right to amend this Declaration is reserved to the Declarant and exercised by the Declarant; or (c) in all other cases by the Association as a Common Expense.

Section 20.4 When Modifications Permitted. Notwithstanding the provisions of Section 20.2 above, no amendment or termination of this Declaration shall be effective in any event during the Period of Declarant Control, unless the written approval of Declarant is first obtained.

Section 20.5 Recording of Amendments. Any amendment to this Declaration made in accordance with this Article 20 shall be immediately effective upon the recording of the executed amendment in the Records together with a duly authenticated certificate of the Declarant or the Secretary of the Association stating that the required vote of Unit Owners, if any, and required consents of First Mortgagees (and/or Eligible First Mortgagee, as applicable) were obtained and are on file in the office of the Association. The amendment must be indexed in the grantee's index in the name of the Project and the Association and in the grantor's index in the name of each person or entity executing the Amendment.

Section 20.6 Rights of Eligible First Mortgagees. To the extent allowed by the Act, Eligible First Mortgagees shall have the rights to approve specified action of the Unit Owners or the Association as a condition to the effectiveness of those actions as provided in Article 19 entitled "Mortgagee Protections".

Section 20.7 Termination of the Project. The Project may only be terminated as provided in the Act.

ARTICLE 21 – ALLEGED DEFECTS

Section 21.1 Intention. It is Declarant's intent that all Improvements of every type and kind which may be installed by Declarant as part of the Project, including the fixtures in the Units and Common Elements within the Project (collectively, the "Declarant Improvements") be of a quality that is consistent with construction and development practices for a condominium of this type. Nevertheless, due to the complex nature of construction and the subjectivity involved in evaluating such quality, disputes may arise as to whether a defect exists and Declarant's responsibility therefor. It is Declarant's intent to resolve all disputes and claims regarding "Alleged Defects" (as defined below) amicably, and without the necessity of time consuming and costly

litigation. Accordingly, all Owners and the Association, as well as the Board shall be bound by the claim resolution procedure set forth in this Article 19.

Section 21.2 Declarant's Right to Cure. If the Association, the Board, or any Owner or Owners (collectively, "Claimant") claim, contend, or allege that any portion of a Unit and/or any Declarant Improvements are defective or incomplete, or that Declarant or its agents, consultants, contractors or subcontractors were negligent in the planning, design, engineering, grading, construction or other development thereof (collectively, an "Alleged Defect"), Declarant hereby reserves the right to inspect, cure, repair and/or replace such Alleged Defect as set forth herein.

Section 21.3 Notice to Declarant. If a Claimant discovers an Alleged Defect, Claimant shall, within a reasonable time after discovery, notify Declarant, in writing, at: Walnut & Fourth, LLC , 313 North Water Street, Idaho Falls, ID 83402, or such other address at which Declarant maintains its principal place of business, of the specific nature of such Alleged Defect ("Notice of Alleged Defect").

Section 21.4 Right to Enter, Inspect, Cure and/or Replace. Immediately after the receipt by Declarant of a Notice of Alleged Defect or the independent discovery of an Alleged Defect by Declarant or any governmental agency, and for a reasonable time thereafter, as part of Declarant's reservation of rights, Declarant shall have the right, upon reasonable notice to Claimant and during normal business hours, to enter onto or into, as applicable, any Unit or the Common Elements, and/or any Declarant Improvements for the purposes of inspecting and, if deemed necessary by Declarant, curing, repairing and/or replacing the Alleged Defect. In conducting such inspection, cure, repairs and/or replacement, Declarant shall be entitled to take any actions as it shall deem reasonable and necessary under the circumstances.

Section 21.5 Claims. All Claims arising out of this Article 21 shall be submitted to binding Arbitration as provided in Section 21.8, below. No Claimant shall initiate any arbitration against Declarant alleging damages (a) for the costs of curing, repairing, or replacing any Alleged Defect, (b) for the diminution in value of any real or personal property resulting from such Alleged Defect or (c) for any consequential damages resulting from such Alleged Defect, unless and until Claimant has (i) delivered to Declarant a Notice of Alleged Defect and (ii) Declarant has, within 120 days after its receipt of the Notice of Alleged Defect, either (1) failed to cure, repair or replace the Alleged Defect or (2) if the Alleged Defect cannot reasonably be cured, repaired or replaced within such 120 day period, failed to commence such cure, repair or replacement of the Alleged Defect and, thereafter, failed to pursue diligently such cure, repair or replacement to completion. During any such period while Declarant is diligently pursuing to completion the cure, repair or replacement of the Alleged Defect,

Claimant shall not stop, restrict, hinder, interrupt or otherwise interfere with any reasonable action or activity taken by Declarant, its employees, agents, or independent contractors, to inspect, cure, repair or replace the Alleged Defect, whether or not such action or activity is taken, or is proposed to be taken, on property owned by Claimant.

Section 21.6 No Additional Obligations; Irrevocability and Waiver of Rights. Nothing set forth in this Article 21 shall be construed to impose any obligation on Declarant to inspect, cure, repair or replace any item or Alleged Defect for which Declarant is not otherwise obligated to do under applicable law or any limited warranty provided by Declarant in connection with the sale of the Units and/or the Declarant Improvements constructed thereon, nor shall anything set forth in this Article 21 constitute an express or implied representation, warranty or guarantee by Declarant concerning any Declarant Improvements or the Project. The right of Declarant to enter, inspect, cure, repair and/or replace reserved hereby shall be irrevocable and may not be waived and/or terminated except by a writing, in recordable form, executed and recorded by Declarant in the Records.

Section 21.7 Statutory Remedies. The terms, conditions and procedures set forth in this Article 21 are in addition to the terms, conditions and procedures set forth in Idaho Code §§ 6-2501, et seq., and shall, to the maximum extent permitted by law, be exercised by any Claimant prior to instituting a claim and/or commencing an action under Idaho Code §§ 6-2501, et seq. for “constructional defects”; provided, however, the procedures set forth in this Article 21 shall not abrogate any of the requirements of Claimant under Idaho Code §§ 6-2501, et seq. Further, to the extent any provisions of this Article 21 are inconsistent with the provision of Idaho Code §§ 6-2501, et seq., the provisions of this Section 21 shall apply to the maximum extent permitted by law and shall extend all the time periods set forth in Idaho Code §§ 6-2501, et seq. until expiration of the 120 day period set forth in this Article 21. It is the express intent of Declarant to provide, by this Article 21, an initial 120 day period for Declarant to investigate and cure any constructional defects alleged by Claimant before the provisions of Idaho Code §§ 6-2501, et seq. are implemented and initiated by Claimant including, without limitation, the notice of claim, inspection, offer of settlement, and repair provisions of Idaho Code §§ 6-2501, et seq. Each Owner, by acceptance of a deed or otherwise acquiring title to any Unit agrees to be bound by all of the provisions of this Article 21.

Section 21.8 Arbitration. Unless otherwise agreed, the exclusive method of binding dispute resolution for claims made by a Claimant arising out of this Article 21 shall be arbitration administered by the American Arbitration Association in accordance with the Construction Industry Arbitration Rules in effect as of the date of this

Declaration. A demand for arbitration shall be made by such Claimant in writing, delivered to Declarant and filed with the entity administering the arbitration. No demand for arbitration shall be made until after the procedures set forth in Sections 21.3 through 21.6 have been fully complied with and the timeframes set forth therein have expired. In no event shall a claim for arbitration be made after the date when the initiation of legal or equitable proceedings based on the claim are barred by the applicable statute of limitations or statute of repose. For purposes of statutes of limitation and statutes of repose, receipt of the written demand for arbitration by the entity administering the arbitration shall constitute the initiation of legal action or equitable proceedings based on the claim. This agreement to arbitrate shall be specifically enforceable in accordance with applicable law in any court of competent jurisdiction, and any award rendered by the arbitrator(s) shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof. In any such arbitration, the prevailing party shall, in addition to any other relief received, be entitled to an award of its reasonable attorneys' fees and costs arising from such claim.

Section 21.9 Additional Disclosures; Disclaimers and Releases

WITHOUT LIMITING ANY OTHER PROVISION IN THIS DECLARATION, THE ASSOCIATION AND, BY ACCEPTANCE OF A DEED OR ACQUIRING TITLE TO A UNIT, OR BY POSSESSION OR OCCUPANCY OF A UNIT, EACH OWNER FOR ITSELF AND FOR THE OWNER'S TENANTS, EMPLOYEES, FAMILY MEMBERS, GUESTS AND OTHER INVITEES, SHALL CONCLUSIVELY BE DEEMED TO UNDERSTAND, AND TO HAVE ACKNOWLEDGED AND AGREED TO, ALL OF THE FOLLOWING:

(a) Living in a multi-story building with commercial and residential components entails living in very close proximity to other persons and businesses, with attendant limitations on solitude and privacy. Walls, floors and ceilings have been designed to meet applicable building codes. However, Owners will hear noise from adjacent Units within the Project, including, but not limited to, noise from showers, bathtubs, sinks, toilets or other sources of running water and/or plumbing fixtures. Owners may also experience light entering the Units from commercial lighting in the vicinity and from street lights located in close proximity to the windows and doors of the Units.

(b) The Association has no control over the transmission of noise, light or odors within the Project and/or from the adjacent residential, retail and commercial developments, and the potential effect of such noise, light or odors on Units within the Project.

(c) Each Owner acknowledges that (i) there are no protected views in the Project, and no Unit is assured the existence or unobstructed continuation of any particular view, and (ii) any construction, landscaping or other installation of Improvements by the Declarant, other Owners or owners of other property in the vicinity of the Project may impair the view from any Unit, and each Owner consents to such view impairment.

(d) Certain portions of land (the “Neighboring Developments”) outside, abutting and/or near the Project have not yet been developed or may be subject to redevelopment, and in the future may or will be developed by Declarant, or third parties over whom Declarant has no control. The Association has no jurisdiction over the future Neighboring Developments, and accordingly, there is no representation as to the nature, use or architecture of any future development or improvements on Neighboring Developments; and such use, development and/or construction on Neighboring Developments may result in noise, dust, or other “nuisance” to the Project or Owners.

(e) Residential and commercial construction is an industry inherently subject to variations and imperfections, and items which do not materially affect safety or structural integrity shall be deemed “expected minor flaws” (including, but not limited to: reasonable wear, tear or deterioration; shrinkage, swelling, expansion or settlement; squeaking, peeling, chipping, cracking or fading; touch-up painting; minor flaws or corrective work; and like items) and not constructional defects. Subsequent to the initial Conveyance of each Unit, each Owner hereby releases the Declarant from any and all claims arising from or relating to such expected minor flaws.

(f) The finished construction of each Unit, Common Elements and any Association Property, while within the standards of the industry in the City of Ketchum, Blaine County, Idaho, and while in substantial compliance with the plans and specifications, will be subject to variations and imperfections and expected minor flaws; and each Owner hereby releases the Declarant from any and all claims arising from or relating to such variations, imperfections and flaws.

(g) Indoor air quality of the Units may be affected in a manner and to a degree found in new construction within industry standards, including, without limitation, by particulates or volatiles emanating or evaporating from new carpeting or other building materials, fresh paint or other sealants or finishes, and similar products.

(h) Installation and maintenance of any security or traffic access device, operation, or method, shall not create any presumption or duty whatsoever of the Declarant or the Association (or their respective officers, directors,

managers, employees, agents, and/or contractors) with regard to security or protection of persons or property within or adjacent to the Project; and each Owner, by acceptance of a deed to a Unit, whether or not so stated in the deed, shall be deemed to have agreed to take any and all protective and security measures and precautions which such Owner would have taken if the Project had been located within public areas.

(i) The Units and other portions of the Project from time to time may, but need not necessarily, experience problems with bees, ants, spiders, termites, birds, and/or other insect, rodent or pest problems (collectively, "pests"); and Declarant hereby specifically disclaims any and all representations or warranties, express and implied, with regard to or pertaining to any pest, and each Owner must make its own independent determination regarding the existence or non-existence of any pest(s) which may be associated with the Unit or other portions of the Project.

(j) Even with a "slip sheet" underneath, certain hard surface flooring may still be subject to hairline cracks, and grout may crack and/or deteriorate, and furthermore, cracks in the walls may result from normal settlement and shifting around doors, windows, walls and ceilings; and each Owner shall be solely responsible for any such cracking or deterioration.

(k) "Cutting-out" (for example, but not limited to, for installation of speakers or "can" lights) or alteration of any portion of wall, ceiling, and/or floor by an Owner within a Unit is permitted only when such "cutting-out" is repaired, does not damage or adversely affect sound insulation or other important features of the Unit and complies with the pertinent fire codes.

(l) Other matters, limitations, and restrictions, uniquely applicable to this Project, are set forth in this Declaration, and may be supplemented from time to time by the Rules and Regulations.

(m) Declarant has complied with all Unit maintenance and operation procedures and has performed upgrades, modifications, and/or repairs consistent with or above industry standards. Declarant reserves the right to buy back Units deemed to be defective at the market rate. Should an Owner allege that a Unit is defective, an inspection shall be performed by an independent third party and shall be paid for by the Unit Owner. Should the Unit be deemed defective Declarant will reimburse Unit Owner 50% of the inspection cost.

Section 21.10 Releases. THE ASSOCIATION AND, BY ACCEPTANCE OF A DEED OR OTHERWISE ACQUIRING TITLE TO A UNIT, EACH OWNER, FOR ITSELF AND ALL PERSONS CLAIMING UNDER SUCH OWNER, SHALL CONCLUSIVELY BE DEEMED TO HAVE

ACKNOWLEDGED AND AGREED TO RELEASE THE DECLARANT AND ITS AFFILIATES, AND ALL OF THEIR RESPECTIVE OFFICERS, MANAGERS, AGENTS, EMPLOYEES, SUPPLIERS, AND CONTRACTORS, FROM ANY AND ALL CLAIMS, CAUSES OF ACTION, LOSS, DAMAGE OR LIABILITY (INCLUDING, BUT NOT LIMITED TO, ANY CLAIM FOR NUISANCE OR HEALTH HAZARD, PROPERTY DAMAGE, BODILY INJURY, AND/OR DEATH) ARISING FROM OR RELATED TO ALL AND/OR ANY ONE OR MORE OF THE CONDITIONS, ACTIVITIES, OCCURRENCES, OR OTHER MATTERS DESCRIBED IN THE FOREGOING SECTION 21.

ARTICLE 22 - MISCELLANEOUS

Section 22.1 Enforcement. Except as otherwise provided in this Declaration, enforcement of the covenants, conditions, restrictions, easements, reservations, rights-of-way, and other provisions contained in this Declaration and the other Project Documents shall be through any proceedings at law or in equity brought by any aggrieved Unit Owner, the Association, or Declarant against the Association or any Unit Owner. Such actions may seek remedy by injunction or restraint of a violation or attempted violation, or an action for damages, or any of them, without the necessity of making an election.

Section 22.2 Notices. All notices, demands, or other communications required or permitted to be given hereunder shall be in writing, and any and all such items shall be deemed to have been duly delivered upon personal delivery; upon actual receipt, in the case of notices forwarded by certified mail, return receipt requested, postage prepaid; as of 12:00 Noon on the immediately following business day after deposit with Federal Express or a similar overnight courier service; or as of the third business hour (a business hour being one of the hours from 8:00 a.m. to 5:00 p.m. on business days) after transmitting by telecopy.

Section 22.3 Nonwaiver. Failure by Declarant, the Association, or any Unit Owner or Eligible First Mortgagee to enforce any covenant, condition, restriction, easement, reservation, right-of-way, or other provision contained in the Project Documents shall in no way or event be deemed to be a waiver of the right to do so thereafter.

Section 22.4 Severability. The provisions of this Declaration shall be deemed to be independent and severable, and the invalidity of any one or more of the provisions of it by judgment or court order or decree shall in no way affect the validity or enforceability of any of the other provisions, which provisions shall remain in full force and effect. Any provision which would violate the rule against perpetuities and the rule

prohibiting unlawful restraints on alienation shall be construed in a manner as to make this Declaration valid and enforceable.

Section 22.5 Number and Gender. Unless the context provides or requires to the contrary, the use of the singular herein shall include the plural, the use of the plural shall include the singular, and the use of any gender shall include all genders.

Section 22.6 Captions. The captions to the Articles and Sections and the Table of Contents at the beginning of this Declaration are inserted only as a matter of convenience and for reference, and are in no way to be construed to define, limit, or otherwise describe the scope of this Declaration or the intent of any provision of this Declaration.

Section 22.7 Conflicts in Legal Documents. In case of conflicts between the provisions in this Declaration and the Articles of Incorporation or the Bylaws, this Declaration shall control. In case of conflicts in the provisions in the Articles of Incorporation and the Bylaws, the Articles of Incorporation shall control.

Section 22.8 Exhibits. All the Exhibits attached to and described in this Declaration are incorporated in this Declaration by this reference.

Section 22.9 Choice of Law. This Declaration shall be construed and interpreted in accordance with the laws of the State of Idaho.

Section 22.10 Construction. This Declaration shall be construed and interpreted without the application of any rule of construction based on the Declarant as the drafter of this Declaration.

Section 22.11 Legal Counsel. This Declaration was prepared by attorneys representing only the Declarant.

Executed as of the _____ day of _____ 2023.

Walnut & Fourth, LLC,
An Idaho limited liability company

By: _____
Greg Carr, Manager

DRAFT

State of Idaho)
) ss.
County of Blaine)

On this ____ day of _____ 2022, before me, a Notary Public in and for said State, personally appeared Greg Carr, known or identified to me to be the Manager of Walnut & Fourth, LLC , an Idaho limited liability company, who subscribed said limited liability company name to the foregoing instrument, and acknowledged to me that he executed the same in said limited liability company name.

Notary Public for Idaho

Residing at _____

My Commission expires _____

EXHIBIT A
TO
DECLARATION

LEGAL DESCRIPTION

Walnut & Fourth Condominiums, City of Ketchum, Blaine County, Idaho.

EXHIBIT B
TO
DECLARATION
TABLE OF ALLOCATED INTERESTS

Unit Identification	Unit Classification	Unit Area (sq. feet)	Percentage Share of Common Elements	Percentage Share of Common Expense Liability	Number of Votes
C-110	Commercial	2,471			1
C-120	Commercial	4,754			1
C-150	Commercial	1,141			1
C-160	Commercial	813			1
C-210	Commercial	1,382			1
C-220	Commercial	1,237			1
C-230	Commercial	992			1
C-240	Commercial	1,171			1
R-250	Residential	1,882			1
R-260	Residential	1,908			1
C-B1	Commercial	4,486			1
R-B2	Residential*	910			1
R-B3	Residential*	1,036			1
C-B4	Commercial**	193			1
C-B5	Commercial**	113			1
C-B8	Commercial**	898			1
C-B9	Commercial**	259			1
	TOTAL	25,646	100.00	100.00	17
	* Community Housing				
	** Storage Unit				

EXHIBIT C
TO
DECLARATION

ASSOCIATION ARTICLES OF
INCORPORATION

EXHIBIT D
TO
DECLARATION

ASSOCIATION BYLAWS

DRAFT

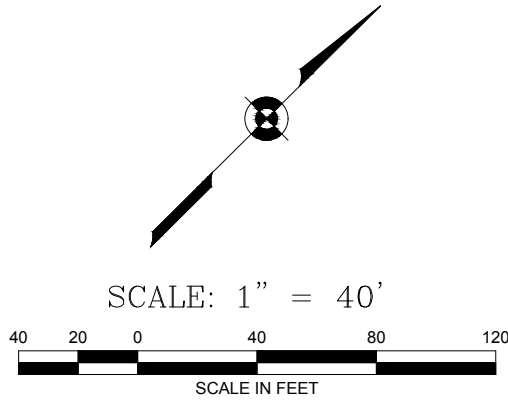
Attachment 2

Walnut & Fourth Condominiums Subdivision Preliminary Plat











WALNUT & FOURTH CONDOMINIUMS

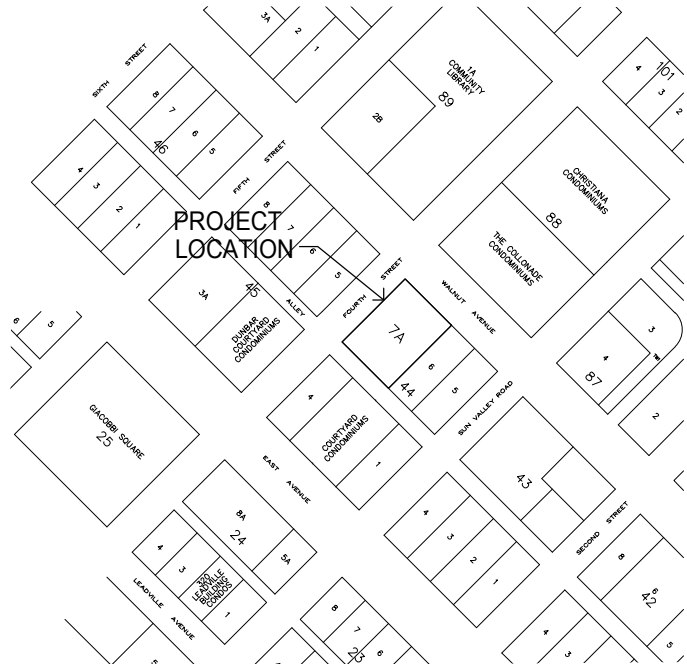
A CONDOMINIUM SUBDIVISION OF KETCHUM TOWNSITE: BLOCK 44, LOT 7A.
LOCATED WITHIN SECTION 18, T.4 N., R.18 E., B.M., CITY OF KETCHUM, BLAINE COUNTY, IDAHO

OCTOBER 2023
PRELIMINARY PLAT



LEGEND

- | | |
|---|------------------------------------|
|  | Property Boundary |
|  | Adjoiner's Lot Line |
|  | Centerline of Right-of-Way |
|  | Blaine County GIS Ties |
|  | Approximate Building Outline |
|  | Found Aluminum Cap, on 5/8" Rebar |
|  | Found 5/8" Rebar, marked as noted |
|  | Set Brass Survey Marker, PLS 20893 |
|  | Found Magnetic Nail |
|  | Calculated Point |



VICINITY MAP
NOT TO SCALE

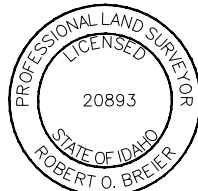
SURVEY NARRATIVE & NOTES

1. The purpose of this plat is to create a Condominium Subdivision within Lot 7A, Block 44, Ketchum Townsite. The boundary shown is based on found centerline monuments and the Official Map of the Village of Ketchum, Instrument No. 302967, records of Blaine County, Idaho. Additional documents used during the course of this survey:
 - Plat of Ketchum Townsite: Block 44: Lot 7A, Instrument No. 682495, records of Blaine County, Idaho.
 - Lot Book Guarantee No. G-0000061556718, March 8, 2023 by Stewart Title Guaranty Company.
 - Quit Claim Deed, Instrument No. 665131, records of Blaine County, Idaho.
2. This plat is subject to the Declaration of Covenant's, Conditions & Restrictions for Walnut & Fourth Condominiums were recorded as Instrument No. _____, records of Blaine County, Idaho.
3. This plat is subject to the Right-of-Way Encroachment Agreement 22814, recorded as Inst. No. 698578, records of Blaine County, Idaho.
4. This plat is subject to the FAR Exceedance Agreement Contracts #20599 and 20595A, recorded as Inst. No. 682499 and 698234.
5. The Community Housing Agreement for Units B110 and B120 was recorded as Inst. No. _____, records of Blaine County, Idaho.
6. Units B6 and B8 are designated as accessory storage assigned to any other Unit or Common Area within this plat.
7. Units B1, B9 and B10 are designated as accessory storage assigned to any other Unit, Units, or Common Area within this plat until such time as a building permit is issued for a change of occupancy of the Unit or Units.
8. Current zoning is CC-1, Retail Core of the Community Core.

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: _____



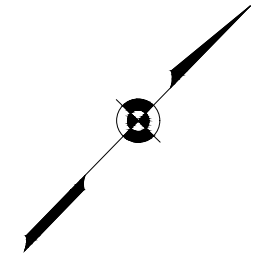
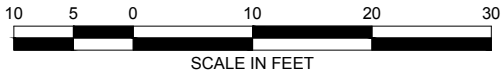
OWNER OF RECORD

WALNUT & 4TH, LLC
C/O GREGORY CARR
313 NORTH WATER AVENUE
IDAHO FALLS, ID 83402

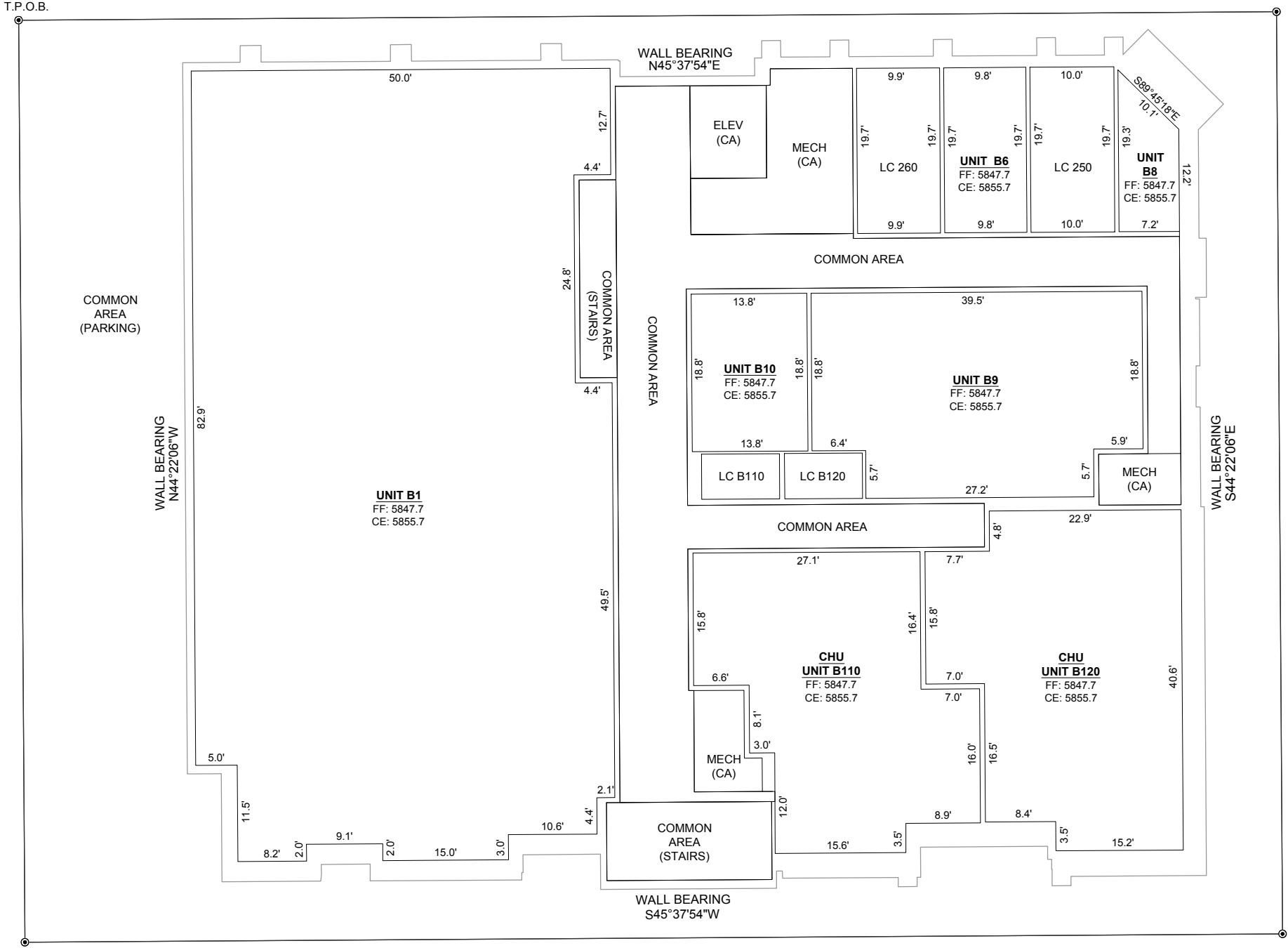
WALNUT & FOURTH CONDOMINIUMS
GALENA - BENCHMARK ENGINEERING

File: 7819 condo -plat-CURRENT
August 2, 2023
SHEET 1 OF 7

A PLAT SHOWING
WALNUT & FOURTH CONDOMINIUMS
OCTOBER 2023
PRELIMINARY PLAT



SCALE: 1" = 10'



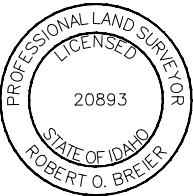
LEGEND

- Property Boundary
- Approximate Basement Building Outline
- Set Brass Survey Marker , PLS 20893
- CE = Ceiling Elevation
- FF = Finished Floor Elevation
- CA = Common Area
- LC = Limited Common Area
- MECH = Mechanical Room
- ELEV = Elevator
- T.P.O.B. = True Point of Beginning
- CHU = Community Housing Unit

FLOORPLAN NOTES

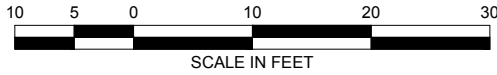
- IN INTERPRETING THE DECLARATION, PLAT OR PLATS, AND DEEDS, THE EXISTING PHYSICAL BOUNDARIES OF THE UNIT AS ORIGINALLY CONSTRUCTED, OR RECONSTRUCTED IN LIEU THEREOF, SHALL BE CONCLUSIVELY PRESUMED TO BE ITS BOUNDARIES RATHER THAN THE METES AND BOUNDS EXPRESSED OR DEPICTED IN THE DECLARATION, PLAT OR PLATS, AND/OR DEEDS, REGARDLESS OF SETTLING OR LATERAL MOVEMENT OF THE BUILDING AND REGARDLESS OF MINOR VARIANCES BETWEEN BOUNDARIES SHOWN IN THE DECLARATION, PLAT OR PLATS, AND/OR DEEDS, AND THE ACTUAL BOUNDARIES OF THE UNITS IN THE BUILDINGS.
- HORIZONTAL OR SLOPING PLANES SHOWN HEREON ARE TOP OF FINISHED SUBFLOOR AND BOTTOM OF FINISHED CEILING: VERTICAL PLANES ARE FINISHED SURFACES OF INTERIOR WALLS. SOME STRUCTURAL MEMBERS EXTEND INTO UNITS, LIMITED COMMON AREAS AND PARKING SPACES.
- DIMENSIONS SHOWN HEREON WILL BE SUBJECT TO SLIGHT VARIATIONS, OWING TO NORMAL CONSTRUCTION TOLERANCES.
- CONSULT THE CONDOMINIUM DECLARATIONS FOR THE DEFINITION OF COMMON AND LIMITED COMMON AREA.
- ALL AREA OUTSIDE OF UNITS THAT IS NOT DESIGNATED AS LIMITED COMMON IS COMMON AREA. AREAS OF "COMMON" OR "LIMITED COMMON" ARE SHOWN BY DIAGRAM.
- BUILDING TIES ARE TO THE INTERIOR CORNERS OF UNIT WALLS.
- UTILITY EASEMENTS NECESSARY TO ALLOW FOR ACCESS AND MAINTENANCE OF UTILITIES SERVING UNITS OTHER THAN THE UNIT THEY ARE LOCATED IN ARE HEREBY GRANTED BY THIS PLAT.

BASEMENT

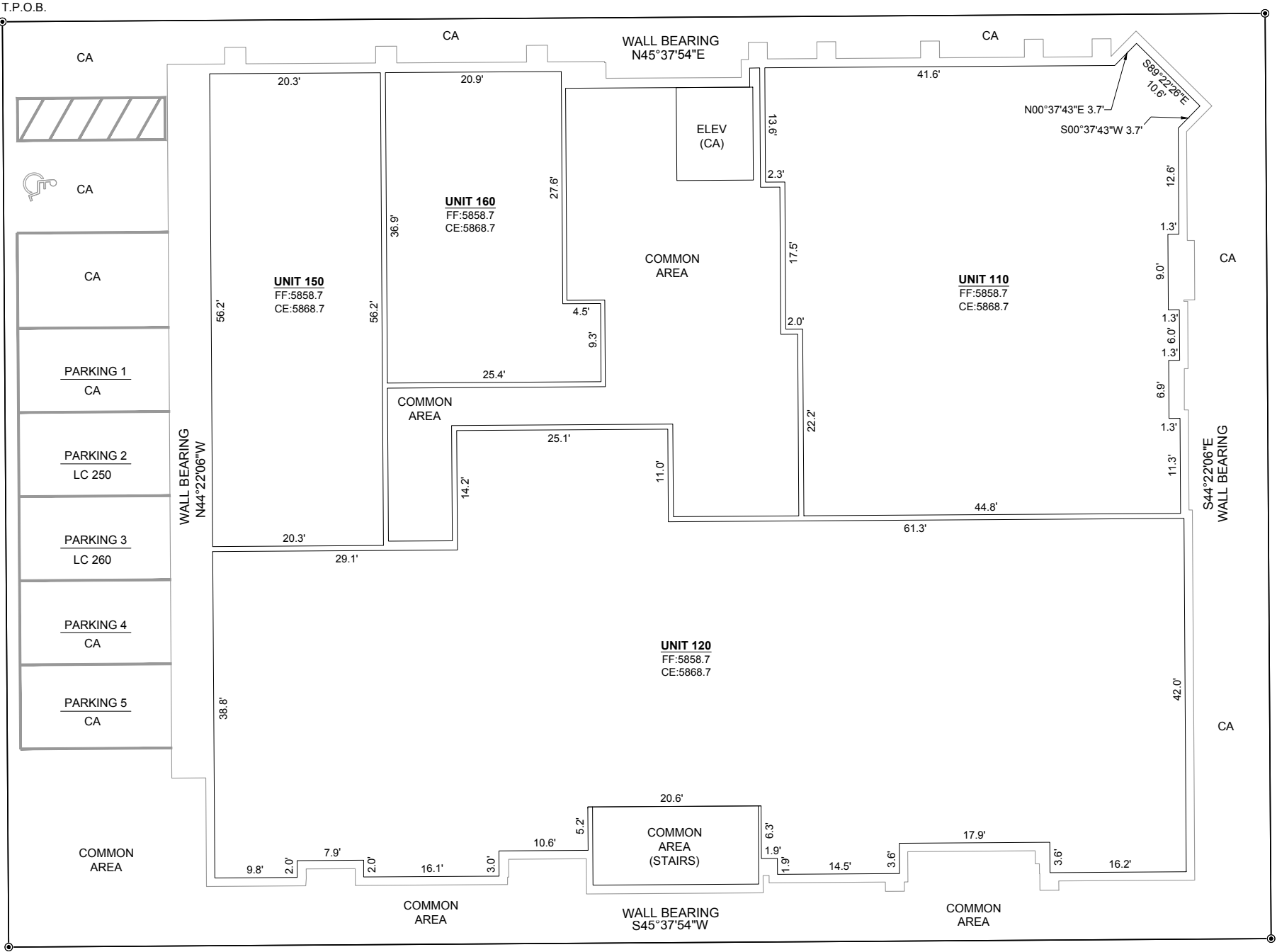
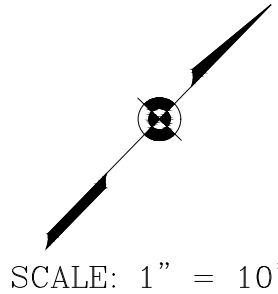


WALNUT & FOURTH CONDOMINIUMS
GALENA - BENCHMARK
ENGINEERING
Job No. 7819
File: 7819 condo -plat-CURRENT
SHEET 2 OF 7

A PLAT SHOWING
WALNUT & FOURTH CONDOMINIUMS
OCTOBER 2023



PRELIMINARY PLAT

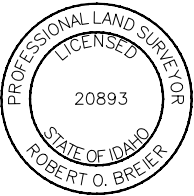


LEGEND

- Property Boundary
- Approximate First Level Building Outline
- Set Brass Survey Marker , PLS 20893
- CE = Ceiling Elevation
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- CA = Common Area
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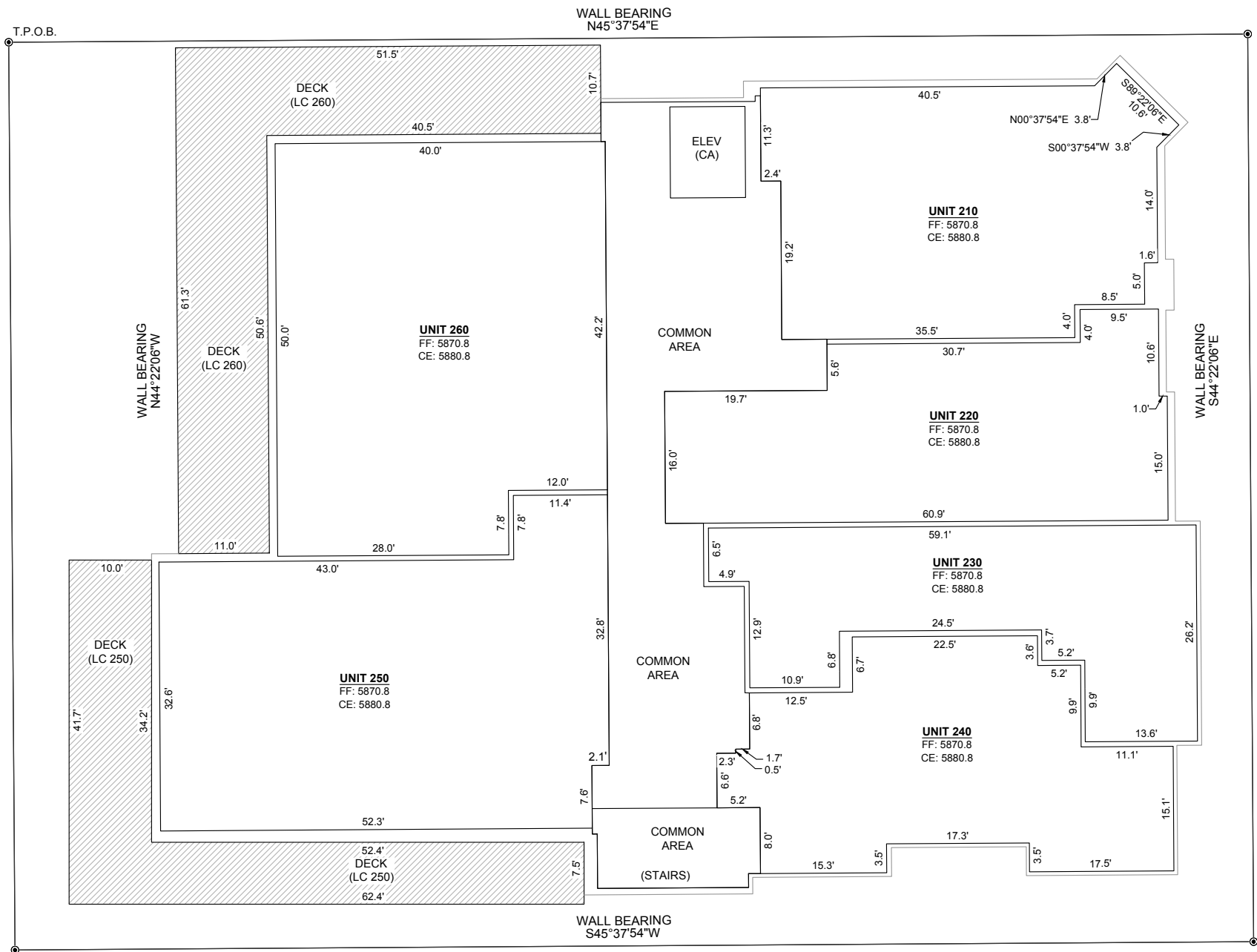
FLOORPLAN NOTES

- IN INTERPRETING THE DECLARATION, PLAT OR PLATS, AND DEEDS, THE EXISTING PHYSICAL BOUNDARIES OF THE UNIT AS ORIGINALLY CONSTRUCTED, OR RECONSTRUCTED IN LIEU THEREOF, SHALL BE CONCLUSIVELY PRESUMED TO BE ITS BOUNDARIES RATHER THAN THE METES AND BOUNDS EXPRESSED OR DEPICTED IN THE DECLARATION, PLAT OR PLATS, AND/OR DEEDS, REGARDLESS OF SETTLING OR LATERAL MOVEMENT OF THE BUILDING AND REGARDLESS OF MINOR VARIANCES BETWEEN BOUNDARIES SHOWN IN THE DECLARATION, PLAT OR PLATS, AND/OR DEEDS, AND THE ACTUAL BOUNDARIES OF THE UNITS IN THE BUILDINGS.
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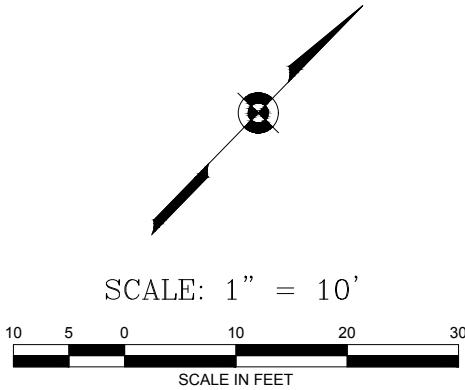


WALNUT & FOURTH CONDOMINIUMS
GALENA - BENCHMARK ENGINEERING
Job No. 7819
File: 7819 condo -plat-CURRENT
SHEET 3 OF 7

A PLAT SHOWING
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OCTOBER 2023
PRELIMINARY PLAT



SECOND FLOOR

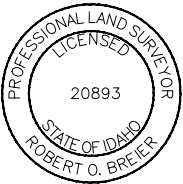


LEGEND

- Property Boundary
- Approximate First Level Building Outline
- Set Brass Survey Marker, PLS 20893
- CE = Ceiling Elevation
- FF = Finished Floor Elevation
- CA = Common Area
- LC = Limited Common Area
- MECH = Mechanical Room
- ELEV = Elevator
- T.P.O.B. = True Point of Beginning

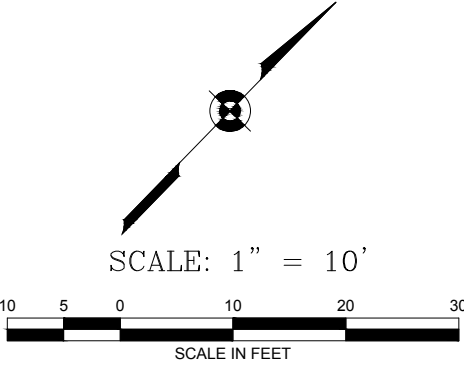
FLOORPLAN NOTES

- IN INTERPRETING THE DECLARATION, PLAT OR PLATS, AND DEEDS, THE EXISTING PHYSICAL BOUNDARIES OF THE UNIT AS ORIGINALLY CONSTRUCTED, OR RECONSTRUCTED IN LIEU THEREOF, SHALL BE CONCLUSIVELY PRESUMED TO BE ITS BOUNDARIES RATHER THAN THE METES AND BOUNDS EXPRESSED OR DEPICTED IN THE DECLARATION, PLAT OR PLATS, AND/OR DEEDS, REGARDLESS OF SETTLING OR LATERAL MOVEMENT OF THE BUILDING AND REGARDLESS OF MINOR VARIANCES BETWEEN BOUNDARIES SHOWN IN THE DECLARATION, PLAT OR PLATS, AND/OR DEEDS, AND THE ACTUAL BOUNDARIES OF THE UNITS IN THE BUILDINGS.
- HORIZONTAL OR SLOPING PLANES SHOWN HEREON ARE TOP OF FINISHED SUBFLOOR AND BOTTOM OF FINISHED CEILING; VERTICAL PLANES ARE FINISHED SURFACES OF INTERIOR WALLS. SOME STRUCTURAL MEMBERS EXTEND INTO UNITS, LIMITED COMMON AREAS AND PARKING SPACES.
- DIMENSIONS SHOWN HEREON WILL BE SUBJECT TO SLIGHT VARIATIONS, OWING TO NORMAL CONSTRUCTION TOLERANCES.
- CONSULT THE CONDOMINIUM DECLARATIONS FOR THE DEFINITION OF COMMON AND LIMITED COMMON AREA.
- ALL AREA OUTSIDE OF UNITS THAT IS NOT DESIGNATED AS LIMITED COMMON IS COMMON AREA. AREAS OF "COMMON" OR "LIMITED COMMON" ARE SHOWN BY DIAGRAM.
- BUILDING TIES ARE TO THE INTERIOR CORNERS OF UNIT WALLS.
- UTILITY EASEMENTS NECESSARY TO ALLOW FOR ACCESS AND MAINTENANCE OF UTILITIES SERVING UNITS OTHER THAN THE UNIT THEY ARE LOCATED IN ARE HEREBY GRANTED BY THIS PLAT.



WALNUT & FOURTH CONDOMINIUMS
GALENA - BENCHMARK ENGINEERING
Job No. 7819
File: 7819 condo -plat-CURRENT
SHEET 4 OF 7

A PLAT SHOWING
WALNUT & FOURTH CONDOMINIUMS
OCTOBER 2023
PRELIMINARY PLAT

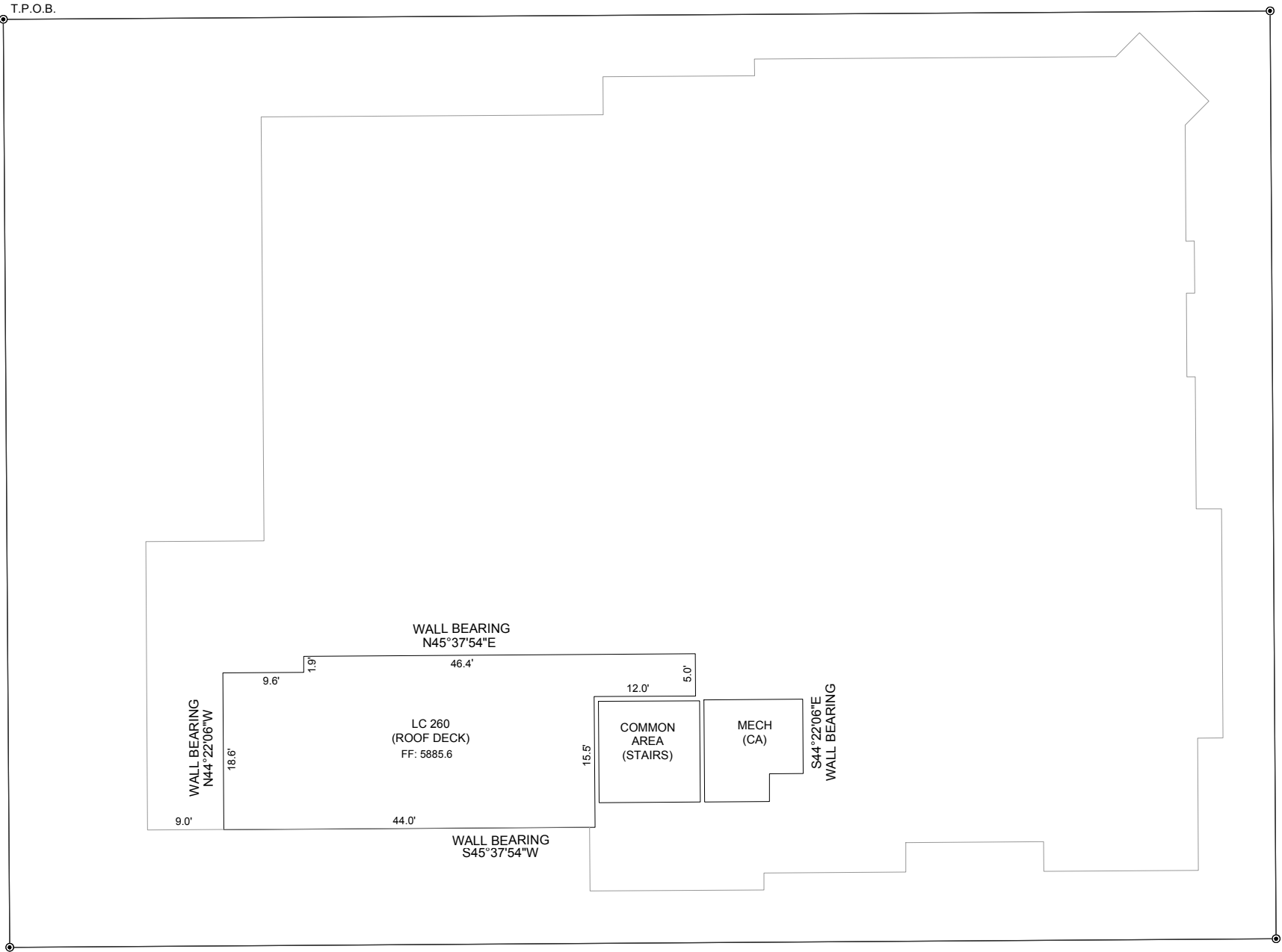


LEGEND

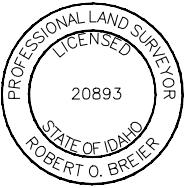
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ROOF



WALNUT & FOURTH CONDOMINIUMS
GALENA - BENCHMARK ENGINEERING
Job No. 7819
File: 7819 condo -plat-CURRENT
SHEET 5 OF 7

Attachment 3

Draft

Findings of Fact, Conclusions of
Law, and Decision



**City of Ketchum
Planning & Building**

IN RE:)
)
Walnut & Fourth) KETCHUM CITY COUNCIL
Condominium Subdivision Preliminary Plat) FINDINGS OF FACT, CONCLUSIONS OF LAW, AND
File Number: P23-053) DECISION
)
Date: December 4, 2023)
)

PROJECT: Walnut & Fourth Condominiums

APPLICATION TYPE: Condominium Subdivision – Preliminary Plat

FILE NUMBER: P23-053

ASSOCIATED APPLICATIONS: Pre-Application Design Review P20-024, Design Review P20-046, Design Review Amendment P20-46A, FAR Exceedance Agreement Contract 20595A, Lot Line Shift P21-015, Building Permit B21-009

PROPERTY OWNER: Walnut & Fourth LLC

REPRESENTATIVE: David Patrie, Galena-Benchmark Engineering

LOCATION: 580 4th Street E (Ketchum Townsite: Block 44: Lot 7A)

ZONING: Retail Core of the Community Core (CC-1 Zone)

OVERLAY: None

RECORD OF PROCEEDINGS

The City of Ketchum Planning & Building Department received Condominium Subdivision Preliminary Plat Application File No. P23-053 for the Walnut & Fourth Mixed-Use Development on June 8, 2023. The application was processed and deemed complete on June 8, 2023. Following receipt of the complete application, Planning staff routed the application materials to all city departments for review. City department comments were provided to the applicant on July 21, 2023 and September 14, 2023. All comments have been addressed satisfactorily through the applicant’s revisions to the project plans or conditions of approval. The Planning and Zoning Commission (“Commission”) held a public hearing on the Walnut & Fourth Condominiums Subdivision Preliminary Plat during their regular meeting on November 14, 2023 and unanimously recommended approval of the condominium subdivision preliminary plat to the City Council.

A public hearing notice for the Commission's review of the project was mailed to all owners of property within 300 feet of the project site and all political subdivisions on September 20, 2023. The public hearing notice was published in the Idaho Mountain Express on September 20, 2023. A notice was posted on the project site and the city's website on September 25, 2023. The public hearing for the Condominium Subdivision Preliminary Plat Application was continued from the Planning and Zoning Commission Meeting of October 10, 2023.

FINDINGS OF FACT

The Ketchum City Council having reviewed the project record does hereby make and set forth these Findings of Fact, Conclusions of Law, and Decision as follows:

Project History and Background

The applicant is nearing completion on the construction of a new 21,383 gross-square-foot, two-story building located at the southwest corner of Walnut Avenue and 4th Street. The mixed-use building contains 2,489 square feet of food service, 3,288 square feet of retail, and a 3,252-square-foot cultural facility, on the ground floor. The second floor includes 4,999 square feet of office space and two residential units. Two community housing units, 1,104 square feet and 914 square feet in net-livable area, each with detached storage areas of approximately 50 square feet are provided within the basement. In addition, the basement contains storage units for commercial and residential uses on the first and second floors of the mixed-use building.

The Commission reviewed and approved Design Review Application File No. P20-046 for the Walnut & Fourth Mixed-Use Building on September 15, 2020. The project was issued a building permit (Application File No. B21-009) on June 22, 2021. The Commission reviewed and approved Design Review Amendment Application File No. P20-046A, which proposed modifications to the mixture of uses and their configurations within the mixed-use building, on September 27, 2022. The project is nearing completion and all required life safety, building code, and utility infrastructure requirements have been met. The Planning & Building Department has issued Temporary Certificates of Occupancy for ground-floor commercial units, two of the office units on the second floor, the two community housing units, and one of the two residential units on the second floor.

Conformance with Subdivision Standards

The condominium subdivision preliminary plat application will subdivide the mixed-use building into eight commercial condominium units on the first and second floors, two residential condominium units on the second floor, two community housing units, basement storage units, limited common area, and common area.

During city department review, staff reviewed the condominium subdivision preliminary plat application for conformance with the procedures for subdivision approval (Ketchum Municipal Code §16.04.030), subdivision development and design standards (Ketchum Municipal Code §16.04.040),

and condominium requirements (Ketchum Municipal Code §16.04.070). Certain standards are not applicable for one of the following reasons:

- The standard applies to the establishment of new subdivisions creating multiple new lots that will form blocks around new streets, and not the subject property, which is comprised of three existing platted lots within the original Ketchum townsite.
- The standard applies to an action that will be taken at the final plat stage of the process.
- The City Engineer has determined that the standard does not apply.

The proposed condominium preliminary plat application complies with all applicable subdivision requirements and standards.

FINDINGS REGARDING COMPLIANCE WITH PRELIMINARY PLAT REQUIREMENTS

Preliminary Plat Requirements (Ketchum Municipal Code §16.04.030)					
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>	<i>The Planning & Building Department received Condominium Subdivision Preliminary Plat Application File No. P23-053 for the Walnut & Fourth Mixed-Use Development on June 8, 2023. The application was processed and deemed complete on June 8, 2023. Following receipt of the complete application, Planning staff routed the application materials to all city departments for review. City department comments were provided to the applicant on July 21, 2023 and September 14, 2023. All comments have been addressed satisfactorily through the applicant's revisions to the project plans or conditions of approval.</i>	
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.J	Contents Of Preliminary Plat: The preliminary plat, together with all application forms, title insurance report, deeds, maps, and other documents reasonably required, shall constitute a complete subdivision application.	
			<i>Findings</i>	<i>The subdivision application was deemed complete on June 8, 2023.</i>	
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.J.1	The preliminary plat shall be drawn to a scale of not less than one inch equals one hundred feet (1" = 100') and shall show the following: The scale, north point and date.	
			<i>Findings</i>	<i>This standard is met as shown on Sheet 1 of the preliminary plat.</i>	
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.J.2	The name of the proposed subdivision, which shall not be the same or confused with the name of any other subdivision in Blaine County, Idaho.	
			<i>Findings</i>	<i>As shown on Sheet 1 of the preliminary plat, the plat is titled "Walnut & Fourth Condominiums" which is not the same as any other subdivision in Blaine County, Idaho.</i>	

<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.J.3	The name and address of the owner of record, the subdivider, and the engineer, surveyor, or other person preparing the plat.
			<i>Findings</i>	<i>The name of the owner and surveyor is shown on Sheet 1 of the plat. The plat was prepared by Robert O. Breier, Professional Land Survey, of Galena-Benchmark Engineering.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.J.4	Legal description of the area platted.
			<i>Findings</i>	<i>The legal description of the area platted is shown on page 1 of the preliminary plat.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.J.5	The names and the intersecting boundary lines of adjoining subdivisions and parcels of property.
			<i>Findings</i>	<i>The preliminary plat shows adjacent properties within block 44 of the original Ketchum townsite, including lots 1, 4, 5, and 6 and the Courtyard Condominiums.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.J.6	A contour map of the subdivision with contour lines and a maximum interval of five feet (5') to show the configuration of the land based upon the United States geodetic survey data, or other data approved by the city engineer.
			<i>Findings</i>	<i>Existing site conditions, including topography, are shown on the project plans submitted with Design Review Application File No. P20-046 and Design Review Amendment Application File No. P20-46A.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.J.7	The scaled location of existing buildings, water bodies and courses and location of the adjoining or immediately adjacent dedicated streets, roadways and easements, public and private.
			<i>Findings</i>	<i>Sheet 1 of the preliminary plat shows the location of the adjacent streets, the block 44 alley, and the public utility easement recorded as Instrument Number 682495.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.J.8	Boundary description and the area of the tract.
			<i>Findings</i>	<i>Sheet 1 provides the boundary description of the area. The total area of Lot 7A is 16,512 square feet as noted on the preliminary plat map.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.J.9	Existing zoning of the tract.
			<i>Findings</i>	<i>Plat note #9 on Sheet 1 of the preliminary plat specifies the existing zoning of the subject property. The property is located in the Retail Core of the Community Core (CC-1 Zone).</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.J.10	The proposed location of street rights of way, lots, and lot lines, easements, including all approximate dimensions, and including all proposed lot and block numbering and proposed street names.
			<i>Findings</i>	<i>The preliminary plat shows the locations and lot lines for the master lot and lot lines of condominium units. No new streets or blocks are being proposed with this application.</i>

<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.J.11	The location, approximate size and proposed use of all land intended to be dedicated for public use or for common use of all future property owners within the proposed subdivision.
			<i>Findings</i>	<i>The plat shows all common area elements within the condominium subdivision.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.J.12	The location, size and type of sanitary and storm sewers, water mains, culverts and other surface or subsurface structures existing within or immediately adjacent to the proposed sanitary or storm sewers, water mains, and storage facilities, street improvements, street lighting, curbs, and gutters and all proposed utilities.
			<i>Findings</i>	<i>The project plans submitted with Design Review P20-046, Design Review Amendment P20-46A, and Building Permit B 21-009 show the proposed drainage and right-of-way improvements proposed for the project.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.030.J.13	The direction of drainage, flow and approximate grade of all streets.
			<i>Findings</i>	<i>This standard does not apply as no new streets are proposed.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.030.J.14	The location of all drainage canals and structures, the proposed method of disposing of runoff water, and the location and size of all drainage easements, whether they are located within or outside of the proposed plat.
			<i>Findings</i>	<i>This standard does not apply as no new drainage canals or structures are proposed.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.030.J.15	All percolation tests and/or exploratory pit excavations required by state health authorities.
			<i>Findings</i>	<i>This standard does not apply as no additional tests are required.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.J.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>	<i>The applicant provided a draft copy of the articles of incorporation, bylaws, and declarations with the application submittal.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.J.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>	<i>Sheet 1 of the preliminary plat includes a vicinity map.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.030.J.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>	<i>The subject property is not within a floodplain, floodway, or avalanche zone district.</i>

<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.030.J.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>	<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.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.J.20	Lot area of each lot.
			<i>Findings</i>	<i>The preliminary plat shows the area of the overall lot and the area of each condominium unit.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.J.21	Existing mature trees and established shrub masses.
			<i>Findings</i>	<i>The project plans submitted with Design Review P20-046, Design Review Amendment P20-46A, and Building Permit B 21-009 show existing mature trees and shrub masses.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.J.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>	<i>The applicant submitted a lot book guarantee report and a warranty deed with the preliminary plat application.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.J.23	Three (3) copies of the preliminary plat shall be filed with the administrator.
			<i>Findings</i>	<i>The City of Ketchum received digital copies of the preliminary plat at the time of application.</i>

FINDINGS REGARDING COMPLIANCE WITH SUBDIVISION DEVELOPMENT & DESIGN STANDARDS

Subdivision Development & Design Standards (Ketchum Municipal Code §16.04.040)				
Compliant			City Code	City Standards
Yes	No	N/A		
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.040.A	Required Improvements: The improvements set forth in this section shall be shown on the preliminary plat and installed prior to approval of the final plat. Construction design plans shall be submitted and approved by the city engineer. All such improvements shall be in accordance with the comprehensive plan and constructed in compliance with construction standard specifications adopted by the city. Existing natural features which enhance the attractiveness of the subdivision and community, such as mature trees, watercourses, rock outcroppings, established shrub

				masses and historic areas, shall be preserved through design of the subdivision.
			<i>Findings</i>	<i>The project plans submitted with Design Review P20-046, Design Review Amendment P20-46A, and Building Permit B 21-009 show the proposed utility, drainage, or right-of-way improvements proposed for the project, which have been reviewed and approved by City Departments, including the City Engineer.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.B	Improvement Plans: Prior to approval of final plat by the commission, the subdivider shall file two (2) copies with the city engineer, and the city engineer shall approve construction plans for all improvements required in the proposed subdivision. Such plans shall be prepared by a civil engineer licensed in the state.
			<i>Findings</i>	<i>This standard is not applicable to the preliminary plat application.</i>
<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>	<i>This standard is not applicable to the preliminary plat application.</i>
<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

				<p>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.</p>
			<i>Findings</i>	<i>This standard is not applicable to the preliminary plat application.</i>
<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>	<i>The applicant shall meet the required monumentation standards prior to recordation of the final plat.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" 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

				<p>(25%) and greater and outside of the floodway. A waiver to this standard may only be considered for the following:</p> <p>a. For lot line shifts of parcels that are entirely within slopes of twenty five percent (25%) or greater to create a reasonable building envelope, and mountain overlay design review standards and all other city requirements are met.</p> <p>b. For small, isolated pockets of twenty five percent (25%) or greater that are found to be in compliance with the purposes and standards of the mountain overlay district and this section.</p> <p>3. Corner lots shall have a property line curve or corner of a minimum radius of twenty five feet (25') unless a longer radius is required to serve an existing or future use.</p> <p>4. Side lot lines shall be within twenty degrees (20°) to a right angle or radial line to the street line.</p> <p>5. Double frontage lots shall not be created. A planting strip shall be provided along the boundary line of lots adjacent to arterial streets or incompatible zoning districts.</p> <p>6. Every lot in a subdivision shall have a minimum of twenty feet (20') of frontage on a dedicated public street or legal access via an easement of twenty feet (20') or greater in width. Easement shall be recorded in the office of the Blaine County recorder prior to or in conjunction with recordation of the final plat.</p>
			<i>Findings</i>	<i>This standard is not applicable as no new lots are created with the condominium subdivision.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.G	<p>G. Block Requirements: The length, width and shape of blocks within a proposed subdivision shall conform to the following requirements:</p> <ol style="list-style-type: none"> 1. No block shall be longer than one thousand two hundred feet (1,200'), nor less than four hundred feet (400') between the street intersections, and shall have sufficient depth to provide for two (2) tiers of lots. 2. Blocks shall be laid out in such a manner as to comply with the lot requirements. 3. The layout of blocks shall take into consideration the natural topography of the land to promote access within the subdivision and minimize cuts and fills for roads and minimize adverse impact on environment, watercourses and topographical features. 4. Corner lots shall contain a building envelope outside of a seventy five foot (75') radius from the intersection of the streets.

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

			<p>have a minimum turnaround radius of sixty feet (60') at the property line and not less than forty five feet (45') at the curb line;</p> <p>9. Streets shall be planned to intersect as nearly as possible at right angles, but in no event at less than seventy degrees (70°);</p> <p>10. Where any street deflects an angle of ten degrees (10°) or more, a connecting curve shall be required having a minimum centerline radius of three hundred feet (300') for arterial and collector streets, and one hundred twenty five feet (125') for minor streets;</p> <p>11. Streets with centerline offsets of less than one hundred twenty five feet (125') shall be prohibited;</p> <p>12. A tangent of at least one hundred feet (100') long shall be introduced between reverse curves on arterial and collector streets;</p> <p>13. Proposed streets which are a continuation of an existing street shall be given the same names as the existing street. All new street names shall not duplicate or be confused with the names of existing streets within Blaine County, Idaho. The subdivider shall obtain approval of all street names within the proposed subdivision from the commission before submitting same to council for preliminary plat approval;</p> <p>14. Street alignment design shall follow natural terrain contours to result in safe streets, usable lots, and minimum cuts and fills;</p> <p>15. Street patterns of residential areas shall be designed to create areas free of through traffic, but readily accessible to adjacent collector and arterial streets;</p> <p>16. Reserve planting strips controlling access to public streets shall be permitted under conditions specified and shown on the final plat, and all landscaping and irrigation systems shall be installed as required improvements by the subdivider;</p> <p>17. In general, the centerline of a street shall coincide with the centerline of the street right of way, and all crosswalk markings shall be installed by the subdivider as a required improvement;</p> <p>18. Street lighting may be required by the commission or council where appropriate and shall be installed by the subdivider as a requirement improvement;</p> <p>19. Private streets may be allowed upon recommendation by the commission and approval by the council. Private streets shall be constructed to meet the design standards specified in subsection H2 of this section;</p> <p>20. Street signs shall be installed by the subdivider as a required improvement of a type and design approved by the administrator and shall be consistent with the type and design of existing street signs elsewhere in the city;</p>
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				<p>21. Whenever a proposed subdivision requires construction of a new bridge, or will create substantial additional traffic which will require construction of a new bridge or improvement of an existing bridge, such construction or improvement shall be a required improvement by the subdivider. Such construction or improvement shall be in accordance with adopted standard specifications;</p> <p>22. Sidewalks, curbs and gutters may be a required improvement installed by the subdivider; and</p> <p>23. Gates are prohibited on private roads and parking access/entranceways, private driveways accessing more than one single-family dwelling unit and one accessory dwelling unit, and public rights of way unless approved by the city council.</p>
			<i>Findings</i>	<i>The project plans submitted with Design Review P20-046, Design Review Amendment P20-46A, and Building Permit B 21-009 show the right-of-way improvements proposed for the project, which have been reviewed and approved by City Departments, including the City Engineer.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input 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>	<i>The project proposes alley improvements, including grading and resurfacing the alley with asphalt. These improvements are shown on the project plans submitted with Design Review P20-046, Design Review Amendment P20-46A, and Building Permit B 21-009.</i>
<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</p>

				<p>sufficient width to contain such watercourse and provide access for private maintenance and/or reconstruction of such watercourse.</p> <p>3. All subdivisions which border the Big Wood River, Trail Creek and Warm Springs Creek shall dedicate a ten foot (10') fish and nature study easement along the riverbank. Furthermore, the council shall require, in appropriate areas, an easement providing access through the subdivision to the bank as a sportsman's access. These easement requirements are minimum standards, and in appropriate cases where a subdivision abuts a portion of the river adjacent to an existing pedestrian easement, the council may require an extension of that easement along the portion of the riverbank which runs through the proposed subdivision.</p> <p>4. All subdivisions which border on the Big Wood River, Trail Creek and Warm Springs Creek shall dedicate a twenty five foot (25') scenic easement upon which no permanent structure shall be built in order to protect the natural vegetation and wildlife along the riverbank and to protect structures from damage or loss due to riverbank erosion.</p> <p>5. No ditch, pipe or structure for irrigation water or irrigation wastewater shall be constructed, rerouted or changed in the course of planning for or constructing required improvements within a proposed subdivision unless same has first been approved in writing by the ditch company or property owner holding the water rights. A written copy of such approval shall be filed as part of required improvement construction plans.</p> <p>6. Nonvehicular transportation system easements including pedestrian walkways, bike paths, equestrian paths, and similar easements shall be dedicated by the subdivider to provide an adequate nonvehicular transportation system throughout the city.</p>
			<i>Findings</i>	<i>This standard is not applicable as no easements are proposed or required for this project. The project does not create a new private street. This property is not adjacent to Warm Springs Road. The property does not border a watercourse, drainage way, channel, or stream.</i>
<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</p>

				considering such alternative provisions, the council may require an increase in the minimum lot size and may impose any other reasonable requirements which it deems necessary to protect public health, safety and welfare.
			<i>Findings</i>	<i>The project plans submitted with Design Review P20-046, Design Review Amendment P20-46A, and Building Permit B 21-009 show the proposed sewer improvements for the project, which have been reviewed and approved by City Departments, including the City Engineer and Wastewater Department.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.L	Water System Improvements: A central domestic water distribution system shall be installed in all subdivisions by the subdivider as a required improvement. The subdivider shall also be required to locate and install an adequate number of fire hydrants within the proposed subdivision according to specifications and requirements of the city under the supervision of the Ketchum fire department and other regulatory agencies having jurisdiction. Furthermore, the central water system shall have sufficient flow for domestic use and adequate fire flow. All such water systems installed shall be looped extensions, and no dead end systems shall be permitted. All water systems shall be connected to the municipal water system and shall meet the standards of the following agencies: Idaho department of public health, Idaho survey and rating bureau, district sanitarian, Idaho state public utilities commission, Idaho department of reclamation, and all requirements of the city.
			<i>Findings</i>	<i>The project plans submitted with Design Review P20-046, Design Review Amendment P20-46A, and Building Permit B 21-009 show the proposed water service improvements for the project, which have been reviewed and approved by City Departments, including the City Engineer and Utilities Department.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.M	Planting Strip Improvements: Planting strips shall be required improvements. When a predominantly residential subdivision is proposed for land adjoining incompatible uses or features such as highways, railroads, commercial or light industrial districts or off street parking areas, the subdivider shall provide planting strips to screen the view of such incompatible features. The subdivider shall submit a landscaping plan for such planting strip with the preliminary plat application, and the landscaping shall be a required improvement.
			<i>Findings</i>	<i>This standard does not apply as this application does not create a new subdivision. There are no incompatible uses adjacent to the proposed condominium subdivision.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.N	Cuts, Fills, And Grading Improvements: Proposed subdivisions shall be carefully planned to be compatible with natural topography, soil

				<p>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. b. Fills shall be compacted to at least ninety five percent (95%) of maximum density as determined by AASHO T99 (American Association of State Highway Officials) and ASTM D698 (American standard testing methods).
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				<p>c. Cut slopes shall be no steeper than two horizontal to one vertical (2:1). Subsurface drainage shall be provided as necessary for stability.</p> <p>d. Fill slopes shall be no steeper than three horizontal to one vertical (3:1). Neither cut nor fill slopes shall be located on natural slopes of three to one (3:1) or steeper, or where fill slope toes out within twelve feet (12') horizontally of the top and existing or planned cut slope.</p> <p>e. Toes of cut and fill slopes shall be set back from property boundaries a distance of three feet (3'), plus one-fifth (1/5) of the height of the cut or the fill, but may not exceed a horizontal distance of ten feet (10'); tops and toes of cut and fill slopes shall be set back from structures at a distance of at least six feet (6'), plus one-fifth (1/5) of the height of the cut or the fill. Additional setback distances shall be provided as necessary to accommodate drainage features and drainage structures.</p>
			<i>Findings</i>	<i>This standard does not apply as this application does not create a new subdivision. The preliminary plat proposed to subdivide the mixed-use building into condominium units.</i>
<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>	<i>The project plans submitted with Design Review P20-046, Design Review Amendment P20-46A, and Building Permit B 21-009 show the proposed drainage improvements for the project, which have been reviewed and approved by City Departments, including the City Engineer and Streets Department.</i>
<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</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.
			<i>Findings</i>	<i>The project plans submitted with Design Review P20-046, Design Review Amendment P20-46A, and Building Permit B 21-009 show the proposed utility improvements for the project, which have been reviewed and approved by City Departments, including the City Engineer and Utilities Department.</i>
<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>	<i>The proposed condominium development does not create substantial additional traffic; therefore, no off-site improvements are required.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.R	Avalanche And Mountain Overlay: All improvements and plats (land, planned unit development, townhouse, condominium) created pursuant to this chapter shall comply with City of Ketchum Avalanche Zone District and Mountain Overlay Zoning District requirements as set forth in Title 17 of this Code.
			<i>Findings</i>	<i>N/A as this property is not located within the Avalanche Zone or Mountain Overlay.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.S	Existing natural features which enhance the attractiveness of the subdivision and community, such as mature trees, watercourses, rock outcroppings, established shrub masses and historic areas, shall be preserved through design of the subdivision.
			<i>Findings</i>	<i>The City Arborist conducted a site inspection determined that the existing trees are not healthy or mature, and therefore, do not require replacement.</i>

FINDINGS REGARDING COMPLIANCE WITH CONDOMINIUM PLAT REQUIREMENTS

Condominium Plat Requirements (Ketchum Municipal Code §16.04.070)

Compliant				
Yes	No	N/A	City Code	Standards
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.070.B	The subdivider of the condominium project shall submit with the preliminary plat application a copy of the proposed bylaws and condominium declarations of the proposed condominium development. Said documents shall adequately provide for the control and maintenance of all common areas, recreational facilities and open space.

			<i>Findings</i>	<i>The applicant provided a draft copy of the articles of incorporation, bylaws, and declarations with the application submittal.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.070.D	All garages shall be designated on the preliminary and final plats and on all deeds as part of the particular condominium units. No garage may be condominiumized or sold separate from a condominium unit.
			<i>Findings</i>	The Walnut & Fourth mixed-use development does not include any attached or detached garages. Surface parking is provided adjacent to the rear property line along the alley.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.070.E	Adequate storage areas shall be provided for boats, campers and trailers, as well as adequate interior storage space for personal property of the resident of each condominium unit.
			<i>Findings</i>	Storage for each residential unit and community housing unit has been provided in the basement.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.070.F	A maintenance building or room shall be provided of adequate size and location for the type and size of the condominium project for storage of maintenance equipment and supplies for common areas.
			<i>Findings</i>	The applicant has provided adequate space for the storage of common area maintenance equipment and supplies within the mechanical rooms labeled as MECH(CA). 3 common area mechanical rooms are provided within the basement as indicated on sheet 2 of the preliminary plat.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.070.G	The subdivider shall dedicate to the common use of the homeowners adequate open space of such shape and area usable and convenient to the residents of the condominium subdivision. Location of building sites and common area shall maximize privacy and solar access.
			<i>Findings</i>	<i>The preliminary plat designates adequate open space for the residents of the condominium subdivision.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.070.H	All other provisions of this chapter and all applicable ordinances, rules and regulations of the city and all other governmental entities having jurisdiction shall be complied with by condominium subdivisions.
			<i>Findings</i>	<i>The project has been reviewed for compliance with all other section of the subdivision standards. The project conforms with all subdivision regulations as discussed above.</i>

CONCLUSIONS OF LAW

1. The City of Ketchum is a municipal corporation established in accordance with Article XII of the Constitution of the State of Idaho and Title 50 Idaho Code and is required and has exercised its authority pursuant to the Local Land Use Planning Act codified at Chapter 65 of Title 67 Idaho Code and pursuant to Chapters 3, 9 and 13 of Title 50 Idaho Code to enact the ordinances and regulations, which ordinances are codified in the Ketchum 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 Condominium Subdivision Preliminary Plat application for the development and use of the project site.
2. The City Council has authority to review and approve the applicant’s Condominium Subdivision Preliminary Plat Application pursuant to Chapter 16.04 of Ketchum Code Title 16.
3. The Condominium Subdivision Preliminary Plat application is governed under Chapter 16.04 of Ketchum Municipal Code.
4. The Walnut & Fourth Condominiums Subdivision Preliminary Plat application meets all applicable standards specified in Title 16 of Ketchum Municipal Code.

DECISION

THEREFORE, the Ketchum City Council **approves** this Condominium Subdivision Preliminary Plat Application File No. P23-053 this Monday, December 4, 2023 subject to the following conditions of approval.

CONDITIONS OF APPROVAL

1. This preliminary plat application is subject to all conditions of approval for Design Review P20-046, Design Review Amendment P20-046A, and Building Permit B21-009.
2. Failure to record a Final Plat within two (2) years after City Council's approval of a Preliminary Plat shall cause the Preliminary Plat to be null and void.

Findings of Fact **adopted** this 4th day of December 2023.

Neil Bradshaw, Mayor
City of Ketchum



City of Ketchum

CITY COUNCIL MEETING AGENDA MEMO

Meeting Date: December 4, 2023 Staff Member/Dept: Abby Rivin, AICP – Senior Planner, Planning and Building Department

Agenda Item: Recommendation to review and approve the Lot Consolidation Subdivision Final Plat Application for the 4th & Main Mixed-Use Development and adopt the Findings of Fact, Conclusions of Law, and Decision.

Recommended Motion:

I move to approve the 4th & Main Mixed-Use Development Lot Consolidation Final Plat application and adopt the Findings of Fact, Conclusions of Law, and Decision.

Reasons for Recommendation:

- The 4th & Main Mixed-Use Development received Design Review approval on February 14, 2023 and the City Council approved the Lot Consolidation Subdivision Preliminary Plat Application on March 6, 2023.
- The Lot Consolidation Final Plat Application will eliminate the interior lot line between and consolidate lots 1 and 2 within block 5 of Ketchum Townsite to create the development parcel.
- The lot consolidation meets all applicable standards for Final Plats contained in the city's subdivision regulations, complies with applicable zoning regulations, and meets all associated conditions of approval of the design review and preliminary plat applications.

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

Sustainability Impact:

None OR state impact here: Approval of the Final Plat does not limit the city's ability to reach its sustainability goals outlined in the Sustainability Action Plan.

Financial Impact:

None OR Adequate funds exist in account: None

Attachments:

1. Lot Consolidation Subdivision Final Plat Application and Supporting Materials
2. Lot Consolidation Final Plat
3. Draft Findings of Fact, Conclusions of Law, and Decision

Attachment 1

Lot Consolidation Subdivision
Final Plat Application
and
Supporting Materials



City of Ketchum
Planning & Building

OFFICIAL USE ONLY	
Application Number:	P23-082
Date Received:	9/12/23
By:	HLN
Fee Paid:	\$750
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: Ketchum Townsite: Block 5, Lot 1A			
Owner of Record: 1. 4th & Main, LLC 2. Harmans Properties of Fairbanks, LLC			
Address of Owner: 4685 Highland Drive, Suite 224, Salt Lake City, UT 84117			
Representative of Owner: Dave Patrie, Galena-Benchmark Engineering			
Legal Description: Ketchum Townsite: Block 5, Lots 1 & 2 RPK RPK00000050010 & RPK00000050020			
Street Address: 400 North Main Street			
SUBDIVISION INFORMATION			
Number of Lots/Parcels: 1			
Total Land Area: 10,989 S.F.			
Current Zoning District: CC- subdistrict 1			
Proposed Zoning District: CC- subdistrict 1			
Overlay District: Festival			
TYPE OF SUBDIVISION			
Condominium <input type="checkbox"/>	Land <input checked="" type="checkbox"/>	PUD <input type="checkbox"/>	Townhouse <input type="checkbox"/>
Adjacent land in same ownership in acres or square feet: N/A			
Easements to be dedicated on the final plat: none.			
Briefly describe the improvements to be installed prior to final plat approval: none.			
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.

Cinda Lewis, GALENA - BENCHMARK ENGR.
Applicant Signature

08-21-2023
Date

WHEN RECORDED, RETURN TO:

Harmans Properties of Fairbanks, LLC
112 North 3600 East
Rigby, ID 83442

WARRANTY DEED

FOR VALUE RECEIVED

4th and Main Ketchum, LLC, a Utah limited liability company,

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

Harmans Properties of Fairbanks, LLC, an Alaska limited liability company

the GRANTEE, whose current address is 112 North 3600 East, Rigby, ID 83442,

the following described premises, to-wit:

An undivided 23.3% interest in

Lots 1 and 2 in Block ⁵8, in the VILLAGE OF KETCHUM, as shown on the certified copy of the official map thereof, recorded as Instrument No. 302967, records of Blaine County, Idaho.

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 convenience 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 3 day of March, 2023.

4th and Main Ketchum, LLC,
a Utah limited liability company

By:

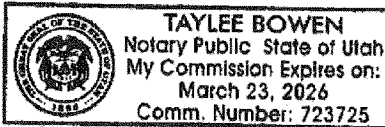
Name: Chris Ensign

Title: Manager

STATE OF UTAH)
 : ss
COUNTY OF SALT LAKE)

On the 3 day of March, 3/3/2023, personally appeared before me **Chris Ensign**, Manager of 4th and Main Ketchum, LLC, the signer of the within instrument, who duly acknowledged to me that he executed the same.


NOTARY PUBLIC



ALTA Commitment for Title Insurance



Issued By Old Republic National Title Insurance 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, Old Republic National Title Insurance Company, (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, 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.

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


Authorized Countersignature

OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY
A Stock Company
1408 North Westshore Blvd., Suite 900, Tampa, Florida 33607
(612) 371-1111 www.oldrepublictitle.com

By  President

Attest  Secretary

COMMITMENT CONDITIONS

1. DEFINITIONS

- a. "Discriminatory Covenant": Any covenant, condition, restriction, or limitation that is unenforceable under applicable law because it illegally discriminates against a class of individuals based on personal characteristics such as race, color, religion, sex, sexual orientation, gender identity, familial status, disability, national origin, or other legally protected class.
- b. "Knowledge" or "Known": Actual knowledge or actual notice, but not constructive notice imparted by the Public Records.
- c. "Land": The land described in Item 5 of Schedule A and improvements located on that land that by State law constitute real property. The term "Land" does not include any property beyond that described in Schedule A, nor any right, title, interest, estate, or easement in any abutting street, road, avenue, alley, lane, right-of-way, body of water, or waterway, but does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
- d. "Mortgage": A mortgage, deed of trust, trust deed, security deed, or other real property security instrument, including one evidenced by electronic means authorized by law.
- e. "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.
- f. "Proposed Amount of Insurance": Each dollar amount specified in Schedule A as the Proposed Amount of Insurance of each Policy to be issued pursuant to this Commitment.
- g. "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
- h. "Public Records": The recording or filing system established under State statutes in effect at the Commitment Date under which a document must be recorded or filed to impart constructive notice of matters relating to the Title to a purchaser for value without Knowledge. The term "Public Records" does not include any other recording or filing system, including any pertaining to environmental remediation or protection, planning, permitting, zoning, licensing, building, health, public safety, or national security matters.
- i. "State": The state or commonwealth of the United States within whose exterior boundaries the Land is located. The term "State" also includes the District of Columbia, the Commonwealth of Puerto Rico, the U.S. Virgin Islands, and Guam.
- j. "Title": The estate or interest in the Land identified in Item 3 of 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 is not liable for any other amendment to this Commitment.

This page is only a part of a 2021 ALTA Commitment for Title Insurance issued by Old Republic National Title Insurance Company. 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 counter-signature by the Company or its issuing agent that may be in electronic form.

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 is not 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 is only liable 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.
- d. The Company's liability does not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Condition 5.a. or the Proposed Amount of Insurance.
- e. The Company is not liable for the content of the Transaction Identification Data, if any.
- f. The Company is not 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. The Company's liability is further limited by the terms and provisions of the Policy to be issued to the Proposed Insured.

6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT; CHOICE OF LAW AND CHOICE OF FORUM

- 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 under the State law of the State where the Land is located and is restricted to the terms and provisions of this Commitment. Any litigation or other proceeding brought by the Proposed Insured against the Company must be filed only in a State or federal court having jurisdiction.
- c. 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 IS 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 closing, settlement, escrow, or any other purpose.

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. CLAIMS PROCEDURES

This Commitment incorporates by reference all Conditions for making a claim in the Policy to be issued to the Proposed Insured. Commitment Condition 9 does not modify the limitations of liability in Commitment Conditions 5 and 6.

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10. CLASS ACTION

ALL CLAIMS AND DISPUTES ARISING OUT OF OR RELATING TO THIS COMMITMENT, INCLUDING ANY SERVICE OR OTHER MATTER IN CONNECTION WITH ISSUING THIS COMMITMENT, ANY BREACH OF A COMMITMENT PROVISION, OR ANY OTHER CLAIM OR DISPUTE ARISING OUT OF OR RELATING TO THE TRANSACTION GIVING RISE TO THIS COMMITMENT, MUST BE BROUGHT IN AN INDIVIDUAL CAPACITY. NO PARTY MAY SERVE AS PLAINTIFF, CLASS MEMBER, OR PARTICIPANT IN ANY CLASS OR REPRESENTATIVE PROCEEDING. ANY POLICY ISSUED PURSUANT TO THIS COMMITMENT WILL CONTAIN A CLASS ACTION CONDITION.

11. ARBITRATION

The Policy contains an arbitration clause. All arbitrable matters when the Proposed Amount of Insurance is \$2,000,000 or less may be arbitrated at the election 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>.

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Transaction Identification Data, for which the Company assumes no liability as set forth in Condition 5 e.:

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: 1074245
Loan ID Number:
Commitment Number: 2325292
Issuing Office File Number: 2325292
Property Address: Vacant Land, Ketchum, ID 83340
Revision Number:

SCHEDULE A

COMMITMENT

1. Commitment Date: November 08, 2023 at 8:00 A.M.
2. Policy to be issued:
 - (a) 2021 ALTA® Owner's Policy
Proposed Insured:
Proposed Amount of Insurance: \$
The estate or interest to be insured:
 - (b) 2021 ALTA® Loan Policy
Proposed Insured:
Proposed Amount of Insurance \$
The estate or interest to be insured:
3. The estate or interest in the Land at the Commitment Date is:

Fee Simple
4. The Title is, at the Commitment Date, vested in:
4th and Main Ketchum, LLC, a Utah limited liability company as to an undivided 50.002% interest and Harmans Properties of Fairbanks, LLC, an Alaska limited liability company as to an undivided 49.998% interest and, as disclosed in the Public Records, has been since May 07, 2021
5. The Land is described as follows:

Lots 1 and 2 in Block 5, of the VILLAGE OF KETCHUM, as shown on the certified copy of the official map thereof, recorded as Instrument No. 302967, records of Blaine County, Idaho.

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SCHEDULE B I

COMMITMENT

REQUIREMENTS

File No.: 2325292

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. 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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ORT Form 4757 B I

Schedule B I – ALTA Commitment 2021 v 01.00 07/01/2021

File No. 2325292

SCHEDULE B II

COMMITMENT

EXCEPTIONS FROM COVERAGE

File No.: 2325292

Some historical land records contain Discriminatory Covenants that are illegal and unenforceable by law. This Commitment and the Policy treat any Discriminatory Covenant in a document referenced in Schedule B as if each Discriminatory Covenant is redacted, repudiated, removed, and not republished or recirculated. Only the remaining provisions of the document will be excepted from coverage.

The Policy will not insure against loss or damage resulting from the terms and conditions 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 Records.
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. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records.
6. (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.
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. 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).
9. 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.

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ORT Form 4757 B II

Schedule B II – ALTA Commitment 2021 v 01.00 07/01/2021

File No. 2325292

SCHEDULE B II

COMMITMENT

EXCEPTIONS FROM COVERAGE

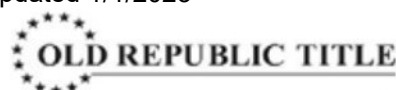
10. General taxes for the year 2023 and subsequent years, which are a lien not yet payable.

Note: General taxes for the year 2022, a lien in the amount of \$4,254.18, which are paid in full. (Parcel No. RPK00000050010)

Note: General taxes for the year 2022, a lien in the amount of \$4,254.18, which are paid in full. (Parcel No. RPK00000050020)

11. Water, sewer, rubbish charges of the City of Ketchum.
12. Ketchum rubbish charges billed by Clear Creek Disposal.
13. Notes, Easements and Restrictions, if any, as shown on the official map of the Village of Ketchum, recorded February 13, 1989 as [Instrument No. 302967](#), records of Blaine County, Idaho.
14. All matters depicted on that certain Survey, recorded June 9, 2017, as [Instrument No. 644104](#), records of Blaine County, Idaho.
15. All matters depicted on that certain ALTA/NSPS Land Title Survey produced by Benchmark Associates for Solstice Homes as Project No. 19195 dated November 21, 2019.
16. Deed of Trust to secure an indebtedness in the amount shown below, and any other obligations secured thereby:
Amount: \$2,250,000.00
Dated: 05/07/2021
Grantor: 4th and Main Ketchum, LLC, a Utah limited liability company
Trustee: Blaine County Title, Inc.
Beneficiary: HARM, LLC, an Idaho limited liability company
Recorded: 05/07/2021, as Instrument No. 682376, records of Blaine County, Idaho
- Subordination Agreement, executed by PH Architects, in favor of HARM, LLC, recorded 05/07/2021 as Instrument No. 682377, records of Blaine County, Idaho.
- Subordination Agreement, executed by B & G Dirtworks, LLC, in favor of HARM, LLC, recorded 05/07/2021 as Instrument No. 682378, records of Blaine County, Idaho.
- Subordination Agreement, executed by Gordon Goetechnical Engineering, in favor of HARM, LLC, recorded 05/07/2021 as Instrument No. 682379, records of Blaine County, Idaho.
17. Far Exceedance Agreement #22818, including the terms and provisions thereof, recorded April 26, 2023 as [Instrument No. 699855](#), records of Blaine County, Idaho.
18. 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.) Copies of all recorded documents outlined in this section are available upon request.

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FACTS	WHAT DOES OLD REPUBLIC TITLE DO WITH YOUR PERSONAL INFORMATION?
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Why?	Financial companies choose how they share your personal information. Federal law gives consumers the right to limit some but not all sharing. Federal law also requires us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand what we do.
What?	<p>The types of personal information we collect and share depend on the product or service you have with us. This information can include:</p> <ul style="list-style-type: none"> • Social Security number and employment information • Mortgage rates and payments and account balances • Checking account information and wire transfer instructions <p>When you are <i>no longer</i> our customer, we continue to share your information as described in this notice.</p>
How?	All financial companies need to share customers' personal information to run their everyday business. In the section below, we list the reasons financial companies can share their customers' personal information; the reasons Old Republic Title chooses to share; and whether you can limit this sharing.

Reasons we can share your personal information	Does Old Republic Title share?	Can you limit this sharing?
For our everyday business purposes — such as to process your transactions, maintain your account(s), or respond to court orders and legal investigations, or report to credit bureaus	Yes	No
For our marketing purposes — to offer our products and services to you	No	We don't share
For joint marketing with other financial companies	No	We don't share
For our affiliates' everyday business purposes — information about your transactions and experiences	Yes	No
For our affiliates' everyday business purposes — information about your creditworthiness	No	We don't share
For our affiliates to market to you	No	We don't share
For non-affiliates to market to you	No	We don't share

Go to www.oldrepublictitle.com (Contact Us)

Who we are	
Who is providing this notice?	Companies with an Old Republic Title name and other affiliates. Please see below for a list of affiliates.

What we do	
How does Old Republic Title 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 safeguards and secured files and buildings. For more information, visit https://www.oldrepublictitle.com/privacy-policy
How does Old Republic Title collect my personal information?	<p>We collect your personal information, for example, when you:</p> <ul style="list-style-type: none"> • Give us your contact information or show your driver's license • Show your government-issued ID or provide your mortgage information • Make a wire transfer <p>We also collect your personal information from others, such as credit bureaus, affiliates, or other companies.</p>
Why can't I limit all sharing?	<p>Federal law gives you the right to limit only:</p> <ul style="list-style-type: none"> • Sharing for affiliates' everyday business purposes - information about your creditworthiness • Affiliates from using your information to market to you • Sharing for non-affiliates to market to you <p>State laws and individual companies may give you additional rights to limit sharing. See the State Privacy Rights section location at https://www.oldrepublictitle.com/privacy-policy for your rights under state law.</p>

Definitions	
Affiliates	<p>Companies related by common ownership or control. They can be financial and nonfinancial companies.</p> <ul style="list-style-type: none"> • <i>Our affiliates include companies with an Old Republic Title name, and financial companies such as Attorneys' Title Fund Services, LLC, Lex Terrae National Title Services, Inc., and Mississippi Valley Title Services Company</i>
Non-affiliates	<p>Companies not related by common ownership or control. They can be financial and nonfinancial companies.</p> <ul style="list-style-type: none"> • <i>Old Republic Title does not share with non-affiliates so they can market to you</i>
Joint marketing	<p>A formal agreement between non-affiliated financial companies that together market financial products or services to you.</p> <ul style="list-style-type: none"> • <i>Old Republic Title doesn't jointly market.</i>

Affiliates Who May be Delivering This Notice

American First Title & Trust Company	American Guaranty Title Insurance Company	Attorneys' Title Fund Services, LLC	Compass Abstract, Inc.	eRecording Partners Network, LLC
Genesis Abstract, LLC	Guardian Consumer Services, Inc.	iMarc, Inc.	L.T. Service Corp.	Lenders Inspection Company
Lex Terrae National Title Services, Inc.	Lex Terrae, Ltd.	Mississippi Valley Title Services Company	National Title Agent's Services Company	Old Republic Branch Information Services, Inc.
Old Republic Diversified Services, Inc.	Old Republic Escrow of Vancouver, Inc.	Old Republic Exchange Company	Old Republic National Ancillary Services, Inc.	Old Republic Title and Escrow of Hawaii, Ltd.
Old Republic National Title Insurance Company	Old Republic Title Company	Old Republic Title Companies, Inc.	Old Republic Title Company of Conroe	Old Republic Title Company of Indiana
Old Republic Title Company of Nevada	Old Republic Title Company of Oklahoma	Old Republic Title Company of Oregon	Old Republic Title Company of St. Louis	Old Republic Title Company of Tennessee
Old Republic Title Information Concepts	Old Republic Title Insurance Agency, Inc.	Old Republic Title, Ltd.	RamQuest Software, Inc.	Republic Abstract & Settlement, LLC
Sentry Abstract Company	Surety Title Agency, Inc.	Trident Land Transfer Company, LLC		

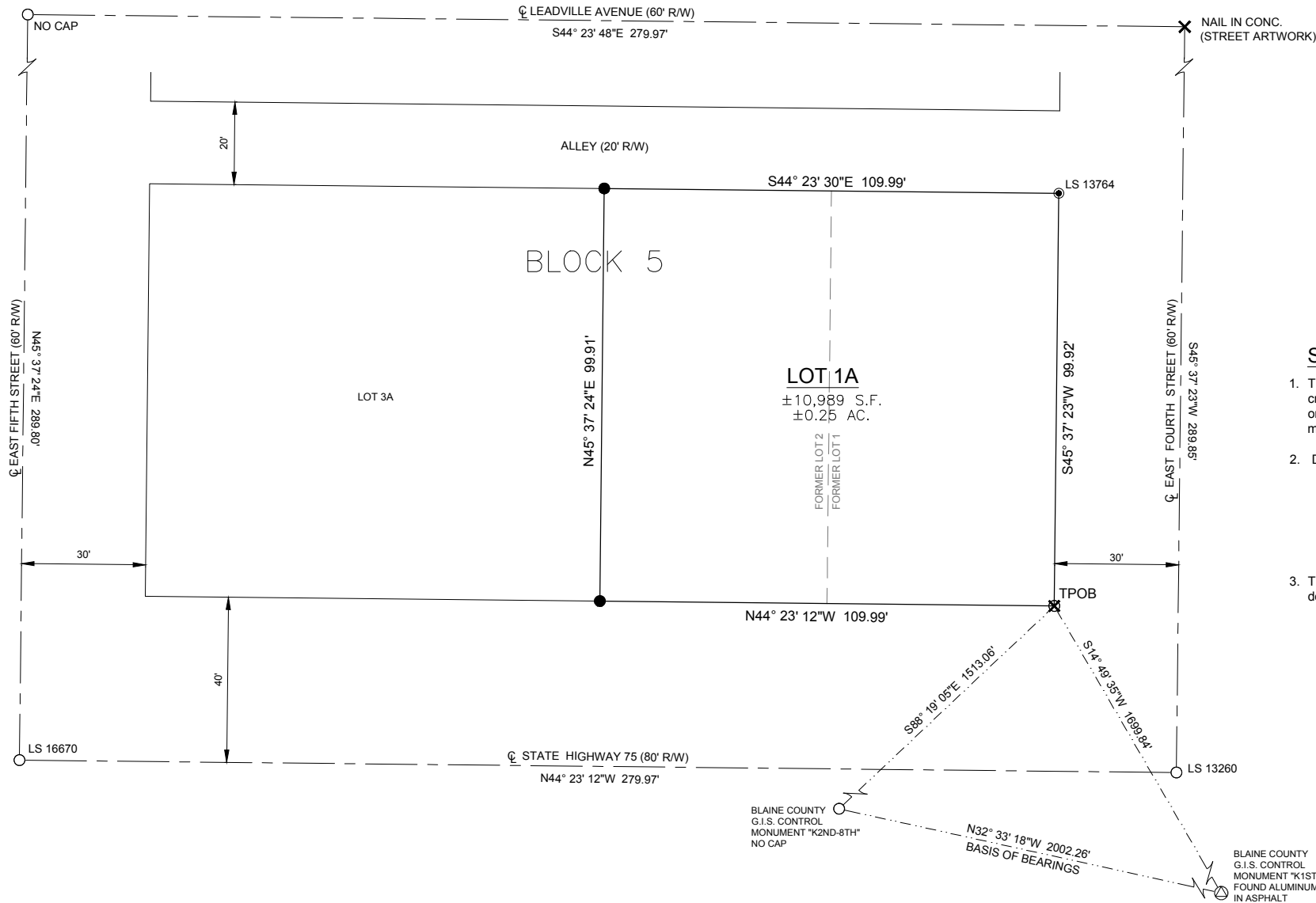
Attachment 2

Lot Consolidation Final Plat

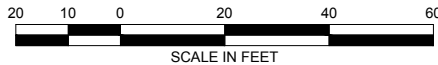
A PLAT SHOWING
KETCHUM TOWNSITE: BLOCK 5, LOT 1A

LOCATED WITHIN SECTION 18, T.4N., R.18E., B.M., CITY OF KETCHUM, BLAINE COUNTY, IDAHO
WHEREIN THE BOUNDARY COMMON TO BLOCK 5, LOTS 1 & 2 IS ELIMINATED.

NOVEMBER 2023



SCALE: 1" = 20'



LEGEND

- Property Boundary
- Adjoiner's Lot Line
- Centerline
- GIS Tie Line
- Lot Line Eliminated
- Found Aluminum Cap
- Found 5/8" Rebar, as noted
- Found Brass Survey Marker, as noted
- Found Nail in Concrete
- Set 5/8" Rebar, PLS 20893
- Set Brass Survey Marker (PLS 20893)

SURVEYOR'S NARRATIVE

- The purpose of this plat is to eliminate the boundary common to Lots 1 & 2, creating Lot 1A, Block 5, Ketchum Townsite. The boundary shown is based on found monuments. All found monuments have been accepted. Lot corner monuments were set by block breakdown and proportioning record distances.
- Documents used in the course of this survey:
 - Official Map of the Village of Ketchum, Instrument No. 302967.
 - Record of Survey for: Block 5, Lots 1 & 2, Instrument No. 644104, records of Blaine County, Idaho.
 - ALTA Commitment for Title Insurance No. 2325292, dated November 08, 2023.
- The distances shown are measured. Refer to the above referenced documents for previous record data.

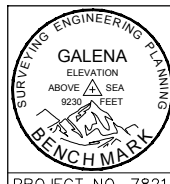
HEALTH CERTIFICATE

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

PREPARED BY: GALENA-BENCHMARK ENGINEERING
P.O. BOX 733 - 100 BELL DRIVE, KETCHUM, ID 83340
PHONE: 208-726-9512 <http://www.benchmark-associates.com>



KETCHUM TOWNSITE:
BLOCK 5, LOT 1A

LOCATED WITHIN: SECTION 18, T4N, R18E, B.M.,
CITY OF KETCHUM, BLAINE COUNTY, IDAHO

PREPARED FOR: 4TH & MAIN KETCHUM, LLC

PROJECT NO. 7821	DWG BY: CPL	FILE: 7821-LLS.DWG
FINAL PLAT	DATE: 11/09/2023	SHEET: 1 OF 3

This is to certify that 4TH AND MAIN KETCHUM, LLC, a Utah limited liability company as to an undivided 50.002 percent and HARMANS PROPERTIES OF FAIRBANKS, LLC, an Alaska limited liability company as to an undivided 49.998 percent, are the owners in fee simple of the following described Real Property:

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

ITS: _____

My Commission Expires _____

My Commission Expires _____

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SURVEYOR’S CERTIFICATE

This is to certify that I, Robert O. Breier, 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 and that it is in accordance with the Idaho State Code relating to plats & surveys.

Robert O. Breier, PLS 20893



PROJECT ENGINEER’S CERTIFICATE

To the best of my knowledge this plat complies with the City of Ketchum subdivision standards, signed this ____ day of _____, 2023.

By: _____

KETCHUM CITY COUNCIL’S 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.

Trent Donat, City Clerk

BLAINE COUNTY SURVEYOR’S APPROVAL

I, the undersigned, County Surveyor for Blaine County, Idaho, do hereby certify that I 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 to plats and surveys.

Sam Young, County Surveyor

Date

KETCHUM 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

BLAINE COUNTY TREASURER’S APPROVAL

I, the undersigned County Treasurer in and for Blaine County, State of Idaho per the requirements of Idaho Code 50–1308, do hereby certify that any and all current and/or delinquent County property taxes for the property included in this subdivision have been paid in full.

Blaine County Treasurer

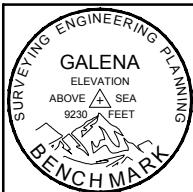
Date

KETCHUM 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: _____
City Planner

BLAINE COUNTY RECORDER’S CERTIFICATE



KETCHUM TOWNSITE:
BLOCK 91, LOT 7A

LOCATED WITHIN: SECTION 18, T4N, R18E, B.M.,
CITY OF KETCHUM, BLAINE COUNTY, IDAHO

PREPARED FOR: 4TH & MAIN KETCHUM, LLC

PROJECT NO. 7821	DWG BY: CPL	FILE: 7821–LLS–cert.DWG
FINAL PLAT	DATE: 11/09/2023	SHEET: 3 OF 3

Attachment 3

Draft

Findings of Fact, Conclusions of
Law, and Decision



City of Ketchum
Planning & Building

IN RE:)
)
4th & Main Mixed-Use Development) KETCHUM CITY COUNCIL
Lot Consolidation Final Plat) FINDINGS OF FACT, CONCLUSIONS OF LAW, AND
File Number: P23-082) DECISION
)
Date: December 4, 2023)
)

PROJECT: 4th & Main Mixed-Use Development Lot Consolidation Final Plat

APPLICATION TYPE: Lot Consolidation Subdivision Final Plat

FILE NUMBER: P22-043A

ASSOCIATED APPLICATIONS: Design Review (File No. P22-043)
Condominium Subdivision Preliminary Plat (File No. P22-043B)
Building Permit B23-106

PROPERTY OWNER: Chris Ensign, Managing Member, 4th & Main Ketchum LLC

REPRESENTATIVE: Dave Patrie, Galena-Benchmark Engineering

LOCATION: 410 N Main Street (Ketchum Townsite: Block 5: Lots 1 & 2)
RPK00000050020 & RPK00000050010

ZONING: Retail Core of the Community Core (CC-1)

OVERLAY: None

RECORD OF PROCEEDINGS

The Ketchum Planning and Zoning Commission (the “Commission”) considered the 4th & Main Mixed-Use Development Lot Consolidation Subdivision Preliminary Plat Application File No. P22-043A during their special meeting on February 14, 2023. The application was considered concurrently with Design Review Application File No. P22-043 and Condominium Subdivision Preliminary Plat Application File No. P22-043B and the public hearings were combined in accordance with Idaho Code §67-6522. The Commission approved the 4th & Main Mixed-Use Building Design Review application and recommended approval of the Lot Consolidation Preliminary Plat and Condominium Subdivision

Preliminary Plat applications. The City Council reviewed and approved the Lot Consolidation Subdivision Preliminary Plat on March 6, 2023.

FINDINGS OF FACT

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

The applicant is proposing to develop a new 24,003 square-foot, four-story mixed-use building, called the 4th & Main Mixed-Use Development (the “project”), at the northeast corner of Main and 4th streets (the “subject property”) located within the Retail Core Subdistrict of the Community Core.

The Lot Consolidation Final Plat Application will eliminate the interior lot line between and consolidate lots 1 and 2 within block 5 of Ketchum Townsite to create the development parcel. The request to combine two Ketchum Townsite lots downtown meets all applicable standards outlined in the City’s subdivision regulations. Combined lot 1A will have 110 feet of frontage along Main Street and 100 feet of frontage along 4th Street. The total area of the combined lots is 11,000 square feet. Many Ketchum Townsite lots have been consolidated downtown to support new development. Proposed Lot 1A is the same size and shape as the Idaho Independent Bank and Wells Fargo Bank properties across Main Street and the adjacent property to the north located at 460 N Main Street.

All land subdivisions in the City of Ketchum are subject to the standards contained in Ketchum, Municipal Code, Title 16, Subdivision. Many standards are related to the design and construction of multiple new lots that will form new blocks and infrastructure, such as streets that will be dedicated to and maintained by the city. The standards for certain improvements (Ketchum Municipal Code §16.04.040) are not applicable to this project as this application proposes to consolidate two existing lots within the original Ketchum townsite. As conditioned, the application meets all applicable standards for Final Plats contained in Ketchum Municipal Code’s Subdivision Regulations (Title 16). The lot will meet all applicable subdivision and zoning standards, including, but not limited, minimum lot size, setbacks, and floor area ratio for the CC-1 Zone.

FINDINGS REGARDING COMPLIANCE WITH FINAL PLAT REQUIREMENTS

Final Plat Requirements (Ketchum Municipal Code §14.04.030.K)				
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.

			Findings	The point of beginning of the subdivision description is tied to two governmental survey corners—Blaine County GIS Control “K2nd-8th” and “K1st-3rd” 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.
			Findings	The location and description of monuments are provided 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.
			Findings	The lot lines of Lot 1A and its area of 10,989 square feet is shown on sheet 1 of the Final Plat. Sheet 1 of the Final Plat shows right-of-way lines and associated widths for the block 5 alley, Fourth Street, State Highway 75, and Fifth Street.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.K.4	Names and locations of all adjoining subdivisions.
			Findings	Sheet 1 of the Final Plat shows adjacent Lot 3A to the north of the subject property with block 5 of Ketchum townsite.
<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.
			Findings	Sheet 1 of the Final Plat shows right-of-way lines and associated widths for the block 5 alley, Fourth Street, State Highway 75, and Fifth Street.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.030.K.6	Location, dimension and purpose of all easements, public or private.
			Findings	No existing public or private easements exist on the property and no new easements are required for the Lot Consolidation Final Plat.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.030.K.7	The blocks numbered consecutively throughout each block.
			Findings	This Final Plat will eliminate the lot line between and consolidate two existing lots within the original Ketchum Townsite plat. No new blocks are created with this Final Plat application.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.030.K.8	The outline of any property, other than a street, alley or easement, which is offered for dedication to public use, fully dimensioned by distances and bearings with the area marked "Dedicated to the City of

				Ketchum for Public Use", together with any other descriptive language with regard to the precise nature of the use of the land so dedicated.
			<i>Findings</i>	<i>N/A as no dedications have been required or proposed for this Lot Consolidation Final Plat.</i>
<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>	<i>The title of the final plat as shown on sheet 1 includes all required information—A PLAT SHOWING KETCHUM TOWNSITE: BLOCK 5, LOT 1A LOCATED WITHIN SECTION 18, T.4N., R.18E., B.M., CITY OF KETCHUM, BLAINE COUNTY, IDAHO, WHEREIN THE BOUNDARY COMMON TO BLOCK 5, LOTS 1 & 2 IS ELIMINATED.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.K.10	Scale, north arrow and date.
			<i>Findings</i>	<i>The scale, north arrow, and date are included on sheet 1 of the final plat.</i>
<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>	<i>All existing streets, including Fourth Street, Fifth Street, the block 5 alley, and State Highway 75 are shown on sheet 1 of the Final Plat. No additional streets are being created or dedicated.</i>
<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>	<i>N/A.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.K.13	Certificate by registered engineer or surveyor preparing the map certifying to the accuracy of surveying plat.
			<i>Findings</i>	<i>Sheet 3 of the final plat includes the required Surveyor's Certificate.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.K.14	A current title report of all property contained within the plat shall be provided to the City and used, in part, as the basis for the dedication of easements and encumbrances on the property.
			<i>Findings</i>	<i>A title report issued by Blaine County Title, Inc. dated November 8, 2023 was submitted with the Lot Consolidation Final Plat Application.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.K.15	Certification of owner(s) of record and all holders of security interest(s) of record with regard to such property.
			<i>Findings</i>	<i>Sheet 2 of the Final Plat includes a certificate of ownership and associated acknowledgement from all owners and holders of security interest with regard to the subject property.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.K.16	Certification and signature of engineer (surveyor) verifying that the subdivision and design standards meet all City requirements.

			<i>Findings</i>	<i>Sheet 3 of the Final Plat includes the required Project Engineer's Certificate.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.K.17	Certification and signature of the City Engineer verifying that the subdivision and design standards meet all City requirements.
			<i>Findings</i>	<i>Sheet 3 of the Final Plat includes the City Engineer's Certificate.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.K.18	Certification and signature of the City Clerk of the City of Ketchum verifying that the subdivision has been approved by the council.
			<i>Findings</i>	<i>Sheet 3 of the Final Plat includes the certification and signature of the City Clerk to verify the subdivision has been approved by the City Council.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.030.K.19	Notation of any additional restrictions imposed by the council on the development of such subdivision to provide for the public health, safety and welfare.
			<i>Findings</i>	<i>N/A as no restrictions were imposed by the Ketchum City Council during their review of the lot consolidation preliminary plat application.</i>

FINDINGS REGARDING COMPLIANCE WITH SUBDIVISION DEVELOPMENT & DESIGN STANDARDS

Subdivision Development & Design Standards (Ketchum Municipal Code §16.04.040)				
Compliant				
Yes	No	N/A	City Code	City Standards
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.A	Required Improvements: The improvements set forth in this section shall be shown on the preliminary plat and installed prior to approval of the final plat. Construction design plans shall be submitted and approved by the city engineer. All such improvements shall be in accordance with the comprehensive plan and constructed in compliance with construction standard specifications adopted by the city. Existing natural features which enhance the attractiveness of the subdivision and community, such as mature trees, watercourses, rock outcroppings, established shrub masses and historic areas, shall be preserved through design of the subdivision.
			<i>Findings</i>	<i>This standard is not applicable as this project combines two lots within the original Ketchum Townsite. No improvements are proposed or required for the lot consolidation.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.B	Improvement Plans: Prior to approval of final plat by the commission, the subdivider shall file two (2) copies with the city engineer, and the city engineer shall approve construction plans for all improvements required in the proposed subdivision. Such plans shall be prepared by a civil engineer licensed in the state.

			<i>Findings</i>	<i>This standard is not applicable as this project combines two lots within the original Ketchum Townsite. No additional improvements are proposed or required for the lot consolidation.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.C	<p>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.</p>
			<i>Findings</i>	<i>This standard is not applicable as this project combines two lots within the original Ketchum Townsite. No additional improvements are proposed or required for the lot consolidation.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.D	<p>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.</p>
			<i>Findings</i>	<i>This standard is not applicable as this project combines two lots within the original Ketchum Townsite. No additional improvements are proposed or required for the lot consolidation.</i>

<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>	<i>The applicant shall meet the required monumentation standards prior to recordation of the final plat.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.040.F	<p>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.

				<p>b. For small, isolated pockets of twenty five percent (25%) or greater that are found to be in compliance with the purposes and standards of the mountain overlay district and this section.</p> <p>3. Corner lots shall have a property line curve or corner of a minimum radius of twenty five feet (25') unless a longer radius is required to serve an existing or future use.</p> <p>4. Side lot lines shall be within twenty degrees (20°) to a right angle or radial line to the street line.</p> <p>5. Double frontage lots shall not be created. A planting strip shall be provided along the boundary line of lots adjacent to arterial streets or incompatible zoning districts.</p> <p>6. Every lot in a subdivision shall have a minimum of twenty feet (20') of frontage on a dedicated public street or legal access via an easement of twenty feet (20') or greater in width. Easement shall be recorded in the office of the Blaine County recorder prior to or in conjunction with recordation of the final plat.</p>
			<i>Findings</i>	<p><i>Standard #1 has been met as the size, width, depth, shape, and orientation of Lot 1A comply with the dimensional standards required in the Community Core Zone. Pursuant to Ketchum Municipal Code §17.12.040, lots in the Community Core Zone must have a minimum size of 5,500 square feet and minimum width of 55 feet average. Lot 1A is 10,989 square feet and is 110 feet wide, which exceed the minimum dimensional requirements for lots located in the Community Core. Standard #2 is not applicable is not located in the floodplain and does not contain land with slopes of 25%. Standard #3 through #6 are not applicable as the preliminary plat consolidates two existing lots and no new lots will be created.</i></p>
<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.

				<p>4. Corner lots shall contain a building envelope outside of a seventy five foot (75') radius from the intersection of the streets.</p>
			<i>Findings</i>	<p><i>N/A. This standard is not applicable as this project proposes to combine two existing lots within the original Ketchum Townsite. This application does not create a new block.</i></p>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.H	<p>Street Improvement Requirements:</p> <ol style="list-style-type: none"> 1. The arrangement, character, extent, width, grade and location of all streets put in the proposed subdivision shall conform to the comprehensive plan and shall be considered in their relation to existing and planned streets, topography, public convenience and safety, and the proposed uses of the land; 2. All streets shall be constructed to meet or exceed the criteria and standards set forth in chapter 12.04 of this code, and all other applicable ordinances, resolutions or regulations of the city or any other governmental entity having jurisdiction, now existing or adopted, amended or codified; 3. Where a subdivision abuts or contains an existing or proposed arterial street, railroad or limited access highway right of way, the council may require a frontage street, planting strip, or similar design features; 4. Streets may be required to provide access to adjoining lands and provide proper traffic circulation through existing or future neighborhoods; 5. Street grades shall not be less than three-tenths percent (0.3%) and not more than seven percent (7%) so as to provide safe movement of traffic and emergency vehicles in all weather and to provide for adequate drainage and snow plowing; 6. In general, partial dedications shall not be permitted, however, the council may accept a partial street dedication when such a street forms a boundary of the proposed subdivision and is deemed necessary for the orderly development of the neighborhood, and provided the council finds it practical to require the dedication of the remainder of the right of way when the adjoining property is subdivided. When a partial street exists adjoining the proposed subdivision, the remainder of the right of way shall be dedicated; 7. Dead end streets may be permitted only when such street terminates at the boundary of a subdivision and is necessary for the development of the subdivision or the future development of the adjacent property. When such a dead end street serves more than two (2) lots, a temporary turnaround easement shall be provided, which easement shall revert to the adjacent lots when the street is extended;

			<p>8. A cul-de-sac, court or similar type street shall be permitted only when necessary to the development of the subdivision, and provided, that no such street shall have a maximum length greater than four hundred feet (400') from entrance to center of turnaround, and all cul-de-sacs shall have a minimum turnaround radius of sixty feet (60') at the property line and not less than forty five feet (45') at the curb line;</p> <p>9. Streets shall be planned to intersect as nearly as possible at right angles, but in no event at less than seventy degrees (70°);</p> <p>10. Where any street deflects an angle of ten degrees (10°) or more, a connecting curve shall be required having a minimum centerline radius of three hundred feet (300') for arterial and collector streets, and one hundred twenty five feet (125') for minor streets;</p> <p>11. Streets with centerline offsets of less than one hundred twenty five feet (125') shall be prohibited;</p> <p>12. A tangent of at least one hundred feet (100') long shall be introduced between reverse curves on arterial and collector streets;</p> <p>13. Proposed streets which are a continuation of an existing street shall be given the same names as the existing street. All new street names shall not duplicate or be confused with the names of existing streets within Blaine County, Idaho. The subdivider shall obtain approval of all street names within the proposed subdivision from the commission before submitting same to council for preliminary plat approval;</p> <p>14. Street alignment design shall follow natural terrain contours to result in safe streets, usable lots, and minimum cuts and fills;</p> <p>15. Street patterns of residential areas shall be designed to create areas free of through traffic, but readily accessible to adjacent collector and arterial streets;</p> <p>16. Reserve planting strips controlling access to public streets shall be permitted under conditions specified and shown on the final plat, and all landscaping and irrigation systems shall be installed as required improvements by the subdivider;</p> <p>17. In general, the centerline of a street shall coincide with the centerline of the street right of way, and all crosswalk markings shall be installed by the subdivider as a required improvement;</p> <p>18. Street lighting may be required by the commission or council where appropriate and shall be installed by the subdivider as a requirement improvement;</p> <p>19. Private streets may be allowed upon recommendation by the commission and approval by the council. Private streets shall be constructed to meet the design standards specified in subsection H2 of this section;</p>
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				<p>20. Street signs shall be installed by the subdivider as a required improvement of a type and design approved by the administrator and shall be consistent with the type and design of existing street signs elsewhere in the city;</p> <p>21. Whenever a proposed subdivision requires construction of a new bridge, or will create substantial additional traffic which will require construction of a new bridge or improvement of an existing bridge, such construction or improvement shall be a required improvement by the subdivider. Such construction or improvement shall be in accordance with adopted standard specifications;</p> <p>22. Sidewalks, curbs and gutters may be a required improvement installed by the subdivider; and</p> <p>23. Gates are prohibited on private roads and parking access/entranceways, private driveways accessing more than one single-family dwelling unit and one accessory dwelling unit, and public rights of way unless approved by the city council.</p>
			<i>Findings</i>	<i>This standard is not applicable as this application proposes to combine two existing lots within the Ketchum Townsite. This proposal does not create a new street, private road, or bridge.</i>
<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>	<i>This standard is not applicable as this project combines two lots within the Ketchum Townsite. The applicant has proposed improving the existing block 5 alleyway to City standards. These improvements are shown on the project plans approved with Design Review Application File No. P22-043.</i>
<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 dedicated by the subdivider to provide an adequate nonvehicular transportation system throughout the city.</p>
			<i>Findings</i>	<i>This standard is not applicable as no easements are proposed or required for this project. The project does not create a new private street. This property is not adjacent to Warm Springs Road. The property does not border a watercourse, drainageway, channel, or stream.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.K	<p>Sanitary Sewage Disposal Improvements: Central sanitary sewer systems shall be installed in all subdivisions and connected to the Ketchum sewage treatment system as a required improvement by the subdivider.</p> <p>Construction plans and specifications for central sanitary sewer extension shall be prepared by the subdivider and approved by the city engineer, council and Idaho health department prior to final plat approval. In the event that the sanitary sewage system of a subdivision cannot connect to the existing public sewage system, alternative provisions for sewage disposal in accordance with the requirements of the Idaho department of</p>

				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.
			<i>Findings</i>	<i>This standard is not applicable as this project proposes to combine two existing lots within the original Ketchum Townsite. Sewer system improvements are not required for this lot consolidation.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.L	Water System Improvements: A central domestic water distribution system shall be installed in all subdivisions by the subdivider as a required improvement. The subdivider shall also be required to locate and install an adequate number of fire hydrants within the proposed subdivision according to specifications and requirements of the city under the supervision of the Ketchum fire department and other regulatory agencies having jurisdiction. Furthermore, the central water system shall have sufficient flow for domestic use and adequate fire flow. All such water systems installed shall be looped extensions, and no dead end systems shall be permitted. All water systems shall be connected to the municipal water system and shall meet the standards of the following agencies: Idaho department of public health, Idaho survey and rating bureau, district sanitarian, Idaho state public utilities commission, Idaho department of reclamation, and all requirements of the city.
			<i>Findings</i>	<i>This standard is not applicable as this project proposes to combine two existing lots within the original Ketchum Townsite. Water system improvements are not required for this lot consolidation.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.M	Planting Strip Improvements: Planting strips shall be required improvements. When a predominantly residential subdivision is proposed for land adjoining incompatible uses or features such as highways, railroads, commercial or light industrial districts or off street parking areas, the subdivider shall provide planting strips to screen the view of such incompatible features. The subdivider shall submit a landscaping plan for such planting strip with the preliminary plat application, and the landscaping shall be a required improvement.
			<i>Findings</i>	<i>This standard is not applicable as this project proposes to combine two existing lots within the Ketchum Townsite. Planting strip improvements are not required for this project.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.N	Cuts, Fills, And Grading Improvements: Proposed subdivisions shall be carefully planned to be compatible with natural topography, soil conditions, geology and hydrology of the site, as well as to minimize cuts,

				<p>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. b. Fills shall be compacted to at least ninety five percent (95%) of maximum density as determined by AASHO T99 (American Association of State Highway Officials) and ASTM D698 (American standard testing methods).
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				<p>c. Cut slopes shall be no steeper than two horizontal to one vertical (2:1). Subsurface drainage shall be provided as necessary for stability.</p> <p>d. Fill slopes shall be no steeper than three horizontal to one vertical (3:1). Neither cut nor fill slopes shall be located on natural slopes of three to one (3:1) or steeper, or where fill slope toes out within twelve feet (12') horizontally of the top and existing or planned cut slope.</p> <p>e. Toes of cut and fill slopes shall be set back from property boundaries a distance of three feet (3'), plus one-fifth (1/5) of the height of the cut or the fill, but may not exceed a horizontal distance of ten feet (10'); tops and toes of cut and fill slopes shall be set back from structures at a distance of at least six feet (6'), plus one-fifth (1/5) of the height of the cut or the fill. Additional setback distances shall be provided as necessary to accommodate drainage features and drainage structures.</p>
			<i>Findings</i>	<i>This standard is not applicable as this project proposes to combine two existing lots within the original Ketchum Townsite. No grading improvements are proposed or required for the lot consolidation. The grading improvements are shown the project plans approved with Design Review Application File No. P22-043.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.O	<p>Drainage Improvements: The subdivider shall submit with the preliminary plat application such maps, profiles, and other data prepared by an engineer to indicate the proper drainage of the surface water to natural drainage courses or storm drains, existing or proposed. The location and width of the natural drainage courses shall be shown as an easement common to all owners within the subdivision and the city on the preliminary and final plat. All natural drainage courses shall be left undisturbed or be improved in a manner that will increase the operating efficiency of the channel without overloading its capacity. An adequate storm and surface drainage system shall be a required improvement in all subdivisions and shall be installed by the subdivider. Culverts shall be required where all water or drainage courses intersect with streets, driveways or improved public easements and shall extend across and under the entire improved width including shoulders.</p>
			<i>Findings</i>	<i>This standard is not applicable as this project proposes to combine two existing lots within the original Ketchum Townsite. No drainage improvements are proposed or required for the lot consolidation. The drainage improvements are shown on the project plans approved with Design Review Application File No. P22-043.</i>
			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</p>

				services shall be installed underground as a required improvement by the subdivider. Adequate provision for expansion of such services within the subdivision or to adjacent lands including installation of conduit pipe across and underneath streets shall be installed by the subdivider prior to construction of street improvements.
			<i>Findings</i>	<i>This standard is not applicable as this project proposes to combine two existing lots within the original Ketchum Townsite. No utility improvements are proposed or required for the lot consolidation. The drainage improvements are shown on the project plans approved with Design Review Application File No. P22-043.</i>
<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>	<i>This standard is not applicable as this project proposes to combine two existing lots within the original Ketchum Townsite. Off-site improvements are not required or proposed with this project.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.R	Avalanche And Mountain Overlay: All improvements and plats (land, planned unit development, townhouse, condominium) created pursuant to this chapter shall comply with City of Ketchum Avalanche Zone District and Mountain Overlay Zoning District requirements as set forth in Title 17 of this Code.
			<i>Findings</i>	<i>N/A as this property is not located within the Avalanche Zone or Mountain Overlay.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.S	Existing natural features which enhance the attractiveness of the subdivision and community, such as mature trees, watercourses, rock outcroppings, established shrub masses and historic areas, shall be preserved through design of the subdivision.
			<i>Findings</i>	<i>This standard is not applicable as this project proposes to combine two existing lots within the original Ketchum Townsite. The project plans submitted with Design Review Application File No. P22-043 indicate that two existing deciduous trees will be removed from the site.</i>

CONCLUSIONS OF LAW

1. The City of Ketchum is a municipal corporation established in accordance with Article XII of the Constitution of the State of Idaho and Title 50 Idaho Code and is required and has exercised its authority pursuant to the Local Land Use Planning Act codified at Chapter 65 of Title 67 Idaho Code and pursuant to Chapters 3, 9 and 13 of Title 50 Idaho Code to enact the ordinances and regulations, which ordinances are codified in the Ketchum 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 Lot Consolidation Subdivision Final Plat application for the development and use of the project site.
2. The City Council has authority to review and approve the applicant’s Lot Consolidation Subdivision Final Plat Application pursuant to Chapter 16.04 of Ketchum Code Title 16.
3. The Lot Consolidation Subdivision Final Plat application is governed under Chapter 16.04 of Ketchum Municipal Code.
4. The 4th & Main Mixed-Use Development Lot Consolidation Subdivision Final Plat application meets all applicable standards specified in Title 16 of Ketchum Municipal Code.

DECISION

THEREFORE, the City Council **approves** this Lot Consolidation Final Plat Application File No. P23-082 this Monday, December 4, 2023 subject to the following conditions of approval.

CONDITIONS OF APPROVAL

1. The Lot Consolidation Final Plat is subject to all conditions of approval associated with Design Review Application File No. P22-043.
2. 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.
3. The Final Plat mylar shall contain all items required under Title 50, Chapter 13, Idaho Code as well as all items required pursuant to Ketchum Municipal Code §16.04.030J, including certificates and signatures.

Findings of Fact **adopted** this 4th day of December 2023.

Neil Bradshaw, Mayor
City of Ketchum



City of Ketchum

CITY COUNCIL MEETING AGENDA MEMO

Meeting Date: December 4, 2023 Staff Member/Dept: Abby Rivin, AICP-Senior Planner, Planning and Building Department

Agenda Item: Recommendation to review and approve the Crossbuck McNee Townhomes Subdivision Final Plat Application and adopt the Findings of Fact, Conclusions of Law, and Decision.

Recommended Motion:

I move to approve the Crossbuck McNee Townhomes Subdivision Final Plat and adopt the Findings of Fact, Conclusions of Law, and Decision.

Reasons for Recommendation:

- The Planning and Zoning Commission unanimously approved the Crossbuck McNee Townhomes Design Review Application File No. P21-025 and recommended approval of the Townhouse Subdivision Preliminary Plat Application File No. P21-026 on August 24, 2021. The City Council approved the Crossbuck McNee Townhouse Subdivision Preliminary Plat and Phased Townhouse Subdivision Agreement 22854 for the project on June 12, 2023.
- The phased townhouse subdivision agreement allows review and approval of the final plat following a certificate of occupancy being issued on the first townhouse unit. The townhouse on subplot 1B was issued a Temporary Certificate of Occupancy on October 10, 2023. Construction of the detached townhome unit on subplot 1A as well as remaining site improvements for the project is nearing completion.
- 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. All conditions of approval of the preliminary plat have been met. 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 final plat does not limit the city's ability to reach its sustainability goals outlined in the Sustainability Action Plan.

Financial Impact:

None OR Adequate funds exist in account: None

Attachments:

- Townhouse Subdivision Final Plat Application and Supporting Materials
- Townhouse Subdivision Final Plat
- Draft Findings of Fact, Conclusions of Law, and Decision

Attachment 1

Townhouse Subdivision Final Plat Application and Supporting Materials



City of Ketchum
Planning & Building

OFFICIAL USE ONLY	
Application Number:	P23-091
Date Received:	10/5/23
By:	HLN
Fee Paid:	\$2000
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: CROSSBUCK McNEE TOWNHOMES			
Owner of Record: MMDM11, LLC.			
Address of Owner: PO BOX 2028, SUN VALLEY, IDAHO 83353			
Representative of Owner: BRUCE SMITH, ALPINE ENTERPRISES INC.			
Legal Description: LOT 1A, BLOCK 67, KETCHUM TOWNSITE RPK 0000067002A			
Street Address: NA - NOT ASSIGNED			
SUBDIVISION INFORMATION			
Number of Lots/Parcels: 2 TOWNHOUSE SUBLOTS			
Total Land Area: 8,240 Sq. Ft - 0.19 Ac.			
Current Zoning District: GR-L			
Proposed Zoning District: GR-L			
Overlay District: NONE			
TYPE OF SUBDIVISION			
Condominium <input type="checkbox"/>	Land <input type="checkbox"/>	PUD <input type="checkbox"/>	Townhouse <input checked="" type="checkbox"/>
Adjacent land in same ownership in acres or square feet: NONE			
Easements to be dedicated on the final plat: PUBLIC UTILITY EASEMENT, MUTUAL RECIPROCAL UTILITY EASEMENT, & 12' WIDE ACCESS EASEMENT			
Briefly describe the improvements to be installed prior to final plat approval: TWO TOWNHOUSE UNITS, LANDSCAPING, & ASSOCIATED INFRASTRUCTURE			
ADDITIONAL INFORMATION			
All lighting must be in compliance with the City of Ketchum's Dark Sky Ordinance One (1) copy of Articles of Incorporation and By-Laws of Homeowners Associations and/or Condominium Declarations One (1) copy of current title report and owner's recorded deed to the subject property One (1) copy of the preliminary plat All files should be submitted in an electronic format to planningandzoning@ketchumidaho.org			

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

Bruce Smith

Representative's Signature
Bruce Smith, Alpine Enterprises Inc.


28SEP23

Date

Instrument # 678106

HAILEY, BLAINE, IDAHO
01-11-2021 12:52:09 PM No. of Pages: 2
Recorded for: TITLEONE - TWIN FALLS
JOLYNN DRAGE Fee: \$15.00
Ex-Officio Recorder Deputy: JB
Electronically Recorded by Simplifile

Sun Valley Title

 A TitleOne Company

Order Number: 20369282

Warranty Deed

For value received,

Shane B. Mace and Sharon L. Mace, Trustees of the Shane B. and Sharon L. Mace Living Trust dated August 28, 2007, as amended and restated December 3, 2014 and William C. Sundali, a married man as his sole property, who acquired title as an unmarried man

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

MMDM11, LLC., an Idaho limited liability company

whose current address is PO Box 2028 Sun Valley, ID 83353

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

Lot 1A, Block 67 of LOTS 1A, 2A, 3A & 4A, BLOCK 67, KETCHUM TOWNSITE, BLAINE COUNTY, IDAHO, according to the official plat thereof, recorded as Instrument No. 658996, records of Blaine County, Idaho.

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

Dated: December 31, 2020

Shane B. and Sharon L. Mace Living Trust dated August 28, 2007, as amended and restated December 3, 2014

Shane B. Mace

By: Shane B. Mace, Trustee

Sharon L. Mace

By: Sharon L. Mace, Trustee

State of Idaho, County of Ada, ss.

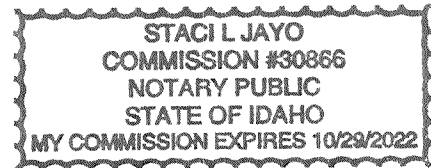
On this 31st day of December, 2020, before me, the undersigned, a notary public in and for said state personally appeared Shane B. Mace and Sharon L. Mace, known or identified to me to be the person whose name is subscribed to the within instrument, as trustee of Shane B. and Sharon L. Mace Living Trust dated August 28, 2007, as amended and restated December 3, 2014 and acknowledged to me that he/she executed the same as trustee.

Staci L. Jayo

Notary Public

Residing In: Meridian, Id.

My Commission Expires: 10/29/2022
(seal)



William C. Sundali

William C. Sundali

State of: **Idaho**
County of: **Blaine**

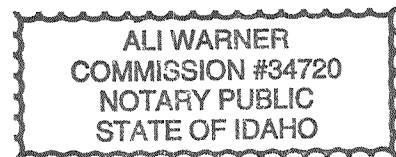
On this 6 day of JANUARY in the year 2021 before me, a Notary Public, personally appeared William C. Sundali, known or identified to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

Ali Warner

Notary Public

Residing at: 1624 Sun ID

Comm. Expires: 9/19/24.



File Number: 20369282

Contact Information

We would like to thank you for your business and we appreciate the opportunity to serve you. The title commitment has been sent to the parties listed below.

If you have any closing questions, please contact your Escrow team:

Alison Warner
ali@sunvalleytitle.com
(208)726-9341

TitleOne Corporation dba Sun Valley Title State License: 712444

If you have any title questions, please contact your Title Officer:

Nick Busdon	Sun Valley Title Address:
nbusdon@sunvalleytitle.com	271 1st Avenue North, PO Box 2365
(208)726-9341	Ketchum, ID 83340

Agents / Brokers and Transaction Coordinators

Daniel Sundali
Berkshire Hathaway HomeServices
Sun Valley Properties
sundalire@gmail.com
(208) 721-2523

John Sofro
johnalanpartners@gmail.com
(208)720-5776

Brad DuFur
Sun Valley Real Estate LLC
brad@sunvalleyrealestate.com
(208)309-7035

Brenda Blackwell
info@sunvalleyrealestate.com
(208)726-6000



COMMITMENT FOR TITLE INSURANCE
Issued by
TITLE RESOURCES GUARANTY COMPANY

Title Resources Guaranty Company, a Texas corporation ("Company"), for a valuable consideration, commits to issue its policy or policies of title insurance, as identified in Schedule A, in favor of the Proposed Insured named in Schedule A, as owner or mortgagee of the estate or interest in the land described or referred to in Schedule A, upon payment of the premiums and charges and compliance with the Requirements; all subject to the provisions of Schedules A and B and to the Conditions of this Commitment.

This Commitment shall be effective only when the identity of the Proposed Insured and the amount of the policy or policies committed for have been inserted in Schedule A by the Company.

All liability and obligation under this Commitment shall cease and terminate 180 days after the Effective Date or when the policy or policies committed for shall issue, whichever first occurs, provided that the failure to issue the policy or policies is not the fault of the Company.

The Company will provide a sample of the policy form upon request.

This Commitment shall not be valid or binding until countersigned by a validating officer or authorized signatory.

IN WITNESS WHEREOF, Title Resources Guaranty Company has caused its corporate name and seal to be affixed by its duly authorized officers on the date shown in Schedule A.

A large, stylized handwritten signature in black ink, appearing to be "WK".

An authorized signature



Title Resources Guaranty Company

By: _____
President/CEO
Michael Gayden
Secretary

CONDITIONS

1. The term mortgage, when used herein, shall include deed of trust, trust deed, or other security instrument.
2. If the proposed Insured has or acquired actual knowledge of any defect, lien, encumbrance, adverse claim or other matter affecting the estate or interest or mortgage thereon covered by this Commitment other than those shown in Schedule B hereof, and shall fail to disclose such knowledge to the Company in writing, the Company shall be relieved from liability for any loss or damage resulting from any act of reliance hereon to the extent the Company is prejudiced by failure to so disclose such knowledge. If the proposed Insured shall disclose such knowledge to the Company, or if the Company otherwise acquires actual knowledge of any such defect, lien, encumbrance, adverse claim or other matter, the Company at its option may amend Schedule B of this Commitment accordingly, but such amendment shall not relieve the Company from liability previously incurred pursuant to paragraph 3 of these Conditions.
3. Liability of the Company under this Commitment shall be only to the named proposed Insured and such parties included under the definition of Insured in the form of policy or policies committed for and only for actual loss incurred in reliance hereon in undertaking in good faith (a) to comply with the requirements hereof, or (b) to eliminate exceptions shown in Schedule B, or (c) to acquire or create the estate or interest or mortgage thereon covered by this Commitment. In no event shall such liability exceed the amount stated in Schedule A for the policy or policies committed for and such liability is subject to the insuring provisions and Conditions and the Exclusions from Coverage of the form of policy or policies committed for in favor of the proposed Insured which are hereby incorporated by reference and are made a part of this Commitment except as expressly modified herein.
4. This Commitment is a contract to issue one or more title insurance policies and is not an abstract of title or a report of the condition of title. Any action or actions or rights of action that the proposed Insured may have or may bring against the Company arising out of the status of the title to the estate or interest or the status of the mortgage thereon covered by this Commitment must be based on and are subject to the provisions of this Commitment.
5. The policy to be issued contains an arbitration clause. All arbitrable matters when the Amount of Insurance is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties. You may review a copy of the arbitration rules at <<http://www.alta.org/>>.

Privacy Policy Notice

Rev. 10-23-2017

FACTS		WHAT DOES SUN VALLEY TITLE DO WITH YOUR PERSONAL INFORMATION?	
Why?	Financial companies choose how they share your personal information. Federal law gives consumers the right to limit some but not all sharing. Federal law also requires us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand what we do.		
What?	<p>The types of personal information we collect and share depend on the product or service you have with us. This information can include:</p> <ul style="list-style-type: none">• Social Security number and account balances• Payment history and credit card or other debt• Checking account information and wire transfer instructions <p>When you are <i>no longer</i> our customer, we continue to share your information as described in this notice.</p>		
How?	All financial companies need to share customers’ personal information to run their everyday business. In the section below, we list the reasons financial companies can share their customers’ personal information; the reasons Sun Valley Title chooses to share; and whether you can limit this sharing.		
Reasons we can share your personal information		Does Sun Valley Titleshare?	Can you limit this sharing?
For our everyday business purposes – such as to process your transactions, maintain your account(s), respond to court orders and legal investigations, or report to credit bureaus		Yes	No
For our marketing purposes- to offer our products and services to you		No	We don’t share
For joint marketing with other financial companies		No	We don’t share
For our affiliates’ everyday business purposes- information about your transactions and experiences		Yes	No
For our affiliates’ everyday business purposes- information about your creditworthiness		No	We don’t share
For our affiliates to market to you		No	We don’t share
For nonaffiliates to market to you		No	We don’t share
Questions?	Go to http://www.sunvalleytitle.com/Legal/Privacy		

Page 2	
Who we are	
Who is providing this notice?	Sun Valley Title
What we do	
How does Sun Valley Title 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 safeguards and secured files and buildings.
How does Sun Valley Title collect my personal information?	<p>We collect your personal information, for example, when you</p> <ul style="list-style-type: none"> • Apply for insurance or pay insurance premiums • Provide your mortgage information or show your driver's license • Give us your contact information <p>We also collect your personal information from others, such as credit bureaus, affiliates, or other companies.</p>
Why can't I limit all sharing?	<p>Federal law gives you the right to limit only</p> <ul style="list-style-type: none"> • Sharing for affiliates' everyday business purposes – information about your creditworthiness • Affiliates from using your information to market to you • Sharing for nonaffiliates to market to you <p>State laws and individual companies may give you additional rights to limit sharing.</p>
Definitions	
Affiliates	<p>Companies related by common ownership or control. They can be financial and nonfinancial companies.</p> <ul style="list-style-type: none"> • <i>Our affiliates include companies that are owned in whole or in part by Realogy Holdings Corp., such as Better Homes and Gardens® Real Estate, CENTURY 21®, Coldwell Banker®, Coldwell Banker Commercial®, The Corcoran Group®, ERA®, Sotheby's International Realty®, ZipRealty®, NRT LLC, Cartus and Title Resource Group.</i>
Nonaffiliates	<p>Companies not related by common ownership or control. They can be financial and nonfinancial companies.</p> <ul style="list-style-type: none"> • <i>Sun Valley Title does not share with nonaffiliates so they can market to you.</i>
Joint Marketing	<p>A formal agreement between nonaffiliated financial companies that together market financial products or service to you.</p> <ul style="list-style-type: none"> • <i>Sun Valley Title does not share with nonaffiliated financial companies for joint marketing purposes.</i>
Other Important Information	
For European Union Customers	Please see our Privacy Policy located at http://www.sunvalleytitle.com/Legal/Privacy

For our California Customers	Please see our notice about the California Consumer Protection Act located at http://www.sunvalleytitle.com/Legal/Privacy
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FACTS	WHAT DOES TITLE RESOURCES GUARANTY COMPANY DO WITH YOUR PERSONAL INFORMATION?	
Why?	Financial companies choose how they share your personal information. Federal law gives consumers the right to limit some but not all sharing. Federal law also requires us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand what we do.	
What?	<p>The types of personal information we collect and share depend on the product or service you have with us. This information can include:</p> <ul style="list-style-type: none"> • Social Security number and account balances • Payment history and credit card or other debt • Checking account information and wire transfer instructions <p>When you are <i>no longer</i> our customer, we continue to share your information as described in this notice.</p>	
How?	All financial companies need to share customers' personal information to run their everyday business. In the section below, we list the reasons financial companies can share their customers' personal information; the reasons TITLE RESOURCES GUARANTY COMPANY chooses to share; and whether you can limit this sharing.	
Reasons we can share your personal information	Does TITLE RESOURCES GUARANTY COMPANY share?	Can you limit this sharing?
For our everyday business purposes – such as to process your transactions, maintain your account(s), respond to court orders and legal investigations, or report to credit bureaus	Yes	No
For our marketing purposes- to offer our products and services to you	No	We don't share
For joint marketing with other financial companies	No	We don't share
For our affiliates' everyday business purposes- information about your transactions and experiences	Yes	No
For our affiliates' everyday business purposes- information about your creditworthiness	No	We don't share
For our affiliates to market to you	No	We don't share
For nonaffiliates to market to you	No	We don't share
Questions?	Go to https://www.trgc.com/privacypolicy	

Who we are	
Who is providing this notice?	TITLE RESOURCES GUARANTY COMPANY
What we do	
How does TITLE RESOURCES GUARANTY COMPANY 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 safeguards and secured files and buildings.
How does TITLE RESOURCES GUARANTY COMPANY collect my personal information?	<p>We collect your personal information, for example, when you</p> <ul style="list-style-type: none"> • Apply for insurance or pay insurance premiums • Provide your mortgage information or show your driver's license • Give us your contact information <p>We also collect your personal information from others, such as credit bureaus, affiliates, or other companies.</p>
Why can't I limit all sharing?	<p>Federal law gives you the right to limit only</p> <ul style="list-style-type: none"> • Sharing for affiliates' everyday business purposes –information about your creditworthiness • Affiliates from using your information to market to you • Sharing for nonaffiliates to market to you <p>State laws and individual companies may give you additional rights to limit sharing.</p>
Definitions	
Affiliates	<p>Companies related by common ownership or control. They can be financial and nonfinancial companies.</p> <ul style="list-style-type: none"> • <i>Our affiliates include companies that are owned in whole or in part by Realty Holdings Corp., such as Better Homes and Gardens® Real Estate, CENTURY 21®, Coldwell Banker®, Coldwell Banker Commercial®, The Corcoran Group®, ERA®, Sotheby's International Realty®, ZipRealty®, NRT LLC, Cartus and Title Resource Group.</i>
Nonaffiliates	<p>Companies not related by common ownership or control. They can be financial and nonfinancial companies.</p> <ul style="list-style-type: none"> • <i>TITLE RESOURCES GUARANTY COMPANY does not share with nonaffiliates so they can market to you.</i>
Joint Marketing	<p>A formal agreement between nonaffiliated financial companies that together market financial products or service to you.</p> <ul style="list-style-type: none"> • <i>TITLE RESOURCES GUARANTY COMPANY does not share with nonaffiliated financial companies for joint marketing purposes.</i>
Other Important Information	
For European Union Customers	Please see our Privacy Policy located at https://www.trgc.com/privacypolicy
For our California Customers	Please see our notice about the California Consumer Protection Act located at https://www.trgc.com/privacypolicy



COMMITMENT FOR TITLE INSURANCE
Issued by
TITLE RESOURCES GUARANTY COMPANY

Issuing Office: TitleOne Corporation dba Sun Valley Title
 ALTA® Universal ID: 1065022
 Commitment Number: 20369282

SCHEDULE A

1. Commitment Date: June 9, 2020 at 07:30 AM

2. Policy or Policies to be issued:

X ALTA Owners Policy (6/17/06)	Standard Coverage	Policy Amount:	\$900,000.00
Proposed Insured:		Premium:	\$2,808.00
MMDM11, LLC			

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

Fee Simple

4. Title to the estate or interest in the Land is at the Commitment Date vested in:

William C. Sundali, an unmarried man and Shane B. Mace and Sharon L. Mace, Trustees of the Shane B. and Sharon L. Mace Living Trust dated August 28, 2007, as amended and restated December 3, 2014, also shown of record as William C. Sundali, Shane B. Mace and Sharon L. Mace, trustees of the Mace Living Trust

5. The Land described as follows:

See Attached Schedule C

Title Resources Guaranty Company

TitleOne Corporation dba Sun Valley Title

By:

Nick Busdon, Authorized Signatory

Title Resources Guaranty Company
 By:
 President/CEO
 Michael Boyden
 Secretary

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TRGC Form: Comm16 ALTA Commitment Form Adopted 6-17-2006 Revised 08-01-2016 Technical Corrections 04-02-2018

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**SCHEDULE B, PART I
Requirements**

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. NOTE: According to the available records, the purported address of said land is:

0 Bare Ground, Ketchum, ID 83340
6. Necessary conveyance to the proposed insured.
7. Note: In the event this transaction fails to close, or this commitment is cancelled, a cancellation fee will be charged to comply with the State of Idaho Department of Insurance regulations.
8. The Company will require delivery of and approval by the Company of an Indemnity and Affidavit as to Debts, Liens and Possession, prior to the issuance of the policy.
9. The Company will require a copy of the Articles of Organization, Operating Agreement, and other related documents for MMDM11, LLC, showing the power and authority of the party or parties who plan to execute the forthcoming conveyance or mortgage on behalf of said limited liability company.

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SCHEDULE B, PART II

Exceptions

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. If the Company's requirements are satisfied, Exceptions 1 through 7 will be removed on Enhanced/Extended coverage policies.

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. Rights or claims of parties in possession not shown by the public records.
3. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land, and that is not shown by the Public Records.
4. Easements, or claims of easements, not shown by the public records.
5. Any lien, or right to a lien, for services, labor, or materials heretofore or hereafter furnished, imposed by law and not shown by the public records.
6. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims to title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the public records.
7. Taxes or special assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records. Proceedings by a public agency which may result in taxes or assessments, or notices to such proceedings whether or not shown by the records of such agency, or by the public records.
8. Taxes for the year 2019 are paid in full.
Parcel Number: RPK0000067001A
Original Amount: \$3,720.24
Without homeowner's exemption
9. Taxes, including any assessments collected therewith, for the year 2020 which are a lien not yet due and payable.
10. Water and sewer charges, if any, for the City of Ketchum.
11. Easements, reservations, restrictions, and dedications as shown on the official plat of Ketchum Townsite.
12. Easements, reservations, restrictions, and dedications as shown on the official plat of Lots 1A, 2A, 3A & 4A, Block 67, Ketchum Townsite.
13. Reservations and exceptions in a United States Patent, and in the act authorizing the issuance thereof, recorded June 18, 1949 as Instrument No. [95537](#).
14. Right of way for ditches, tunnels, telephone, and distribution lines constructed by authority of the United States, as granted to the United States under the provisions of Section 58-604 Idaho Code.
15. All matters, and any rights, easements, interests or claims as disclosed by a Survey for Emil Capik recorded July 30, 1979 as Instrument No. [195385](#).

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16. Covenants, Conditions, and Restrictions, and Easements but omitting any covenants or restrictions, if any, to the extent that such covenants, conditions or restrictions violate 42 USC 3604 (c) or any other ordinance, statute or regulation.

Recorded: December 4, 2017

Instrument No.: [648450](#)

17. Terms, conditions, easements and, obligations, if any, contained in a Construction Phasing Agreement by and between the City of Ketchum, an Idaho municipal corporation and William C. Sundali, Shane B. Mace and Sharon L. Mace, trustees of the Mace Living Trust.

Recorded: January 7, 2019

Instrument No: [657569](#)

18. Terms, conditions, easements and, obligations, if any, contained in a Grant of License and Alley Maintenance Agreement by and between the City of Ketchum, a municipal corporation and Crossbuck Subdivision Homeowners Association.

Recorded: December 18, 2019

Instrument No: [665790](#)

(End of Exceptions)

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SCHEDULE C

Legal Description:

Lot 1A, Block 67 of LOTS 1A, 2A, 3A & 4A, BLOCK 67, KETCHUM TOWNSITE, BLAINE COUNTY, IDAHO, according to the official plat thereof, recorded as Instrument No. 658996, records of Blaine County, Idaho.

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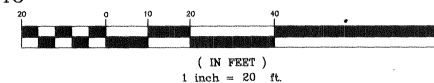


A PLAT SHOWING LOTS 1A, 2A, 3A & 4A, BLOCK 67, KETCHUM TOWNSITE

WHEREIN LOTS 1, 2, 3 & 4 ARE RECONFIGURED AS SHOWN
LOCATED WITHIN S13, T.4 N., R.17 E., B.M., CITY OF KETCHUM, BLAINE COUNTY, IDAHO

FEBRUARY 2019

GRAPHIC SCALE



NOTES

- 1) Basis of Bearing is Idaho State Plane Coordinate System, NAD83(1992), Central Zone, at Grid, in US Survey Feet. Combined Scale Factor is 0.9968071. Ground Distances will be slightly longer.
- 2) Documents that may affect this plat are recorded in Blaine County Records as Instrument Numbers 195385 (Survey), 304411-304414 (Municipal Quit Claim Deeds), and 657569 (Development Phasing Agreement).
- 3) The total water system is private from point of connection with the main on 7th Street, Owner and all successors in interest are responsible for the installation, maintenance, repair and other costs associated with the private water main serving Lots 1A-4A, in accordance with the Construction Phasing Agreement recorded in Blaine County Records as Instrument Number 657569.
- 4) The sewer main and manholes are public from the starting manhole continuous to the 7th Street manhole.

LEGEND

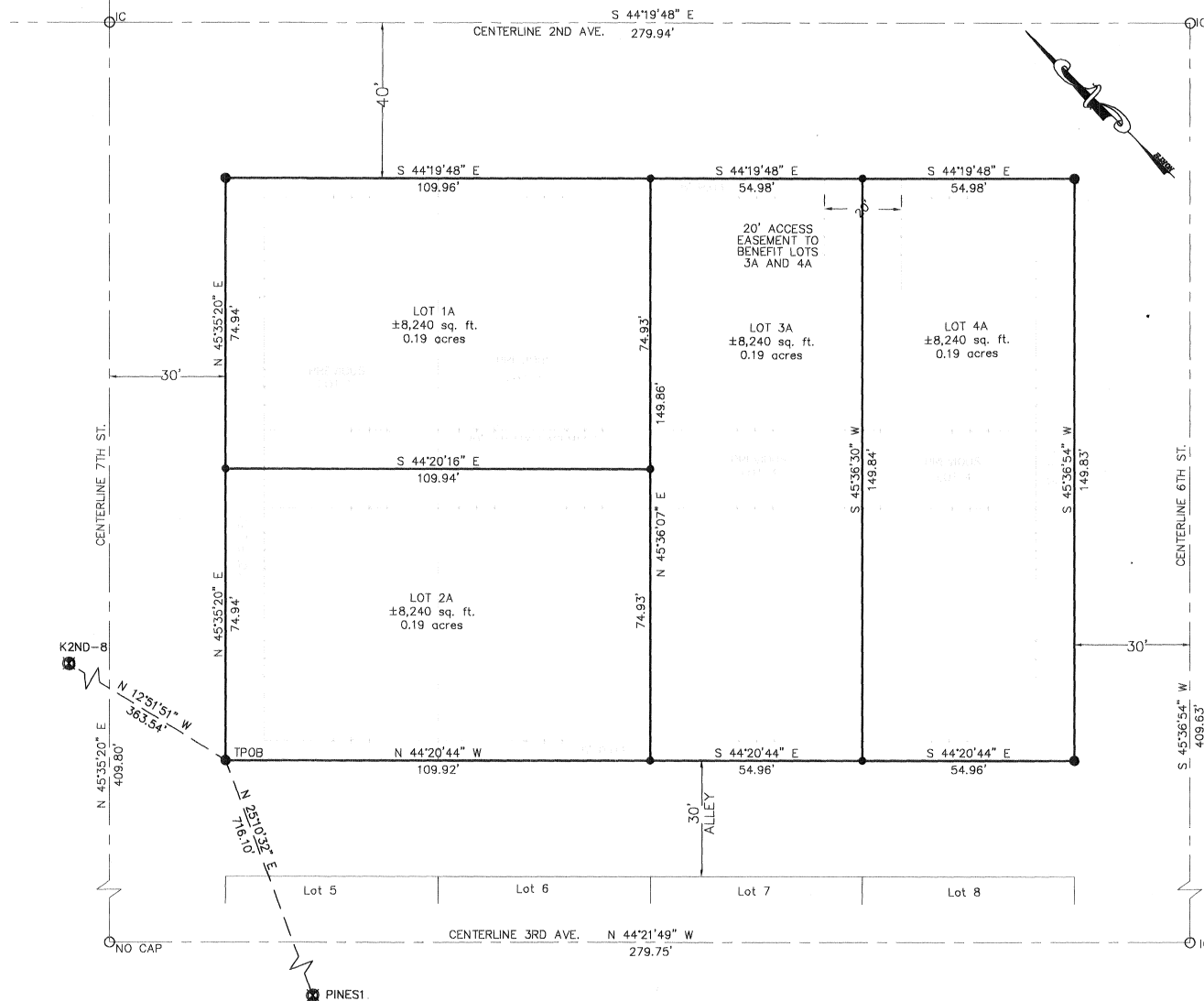
- Centerline Street/Avenue
- Subject Boundary Lines
- Easements as Shown
- BCGIS Control and Ties
- Previous Lot Lines
- SET 1/2" = Set 1/2" Rebar PLS 7048
- Set 5/8" = Set 5/8" Rebar PLS 7048
- FND 5/8" = Found 5/8" Rebar As Shown
- IC Illegible Cap



HEALTH CERTIFICATE: Sanitary restrictions as required by Idaho Code Title 50, Ch. 13, have been satisfied. Sanitary restrictions may be reimposed in accordance with Idaho Code Title 50, Ch. 13, Sec. 50-1326, by issuance of a Certificate of Disapproval.

03-20-2019
Date

South Central District Health Dept., EHS



KETCHUM, BLK 67, LOTS 1A, 2A, 3A & 4A
ALPINE ENTERPRISES 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 located within Section 11, Township 4 North, Range 17 East, Boise Meridian, City of Ketchum, Blaine County, Idaho; more particularly described as follows:

Lots 1, 2, 3, and 4 in Block 67 of the City of Ketchum, according to the official plat thereof on file in the office of the County Recorder of Blaine County, Idaho. To be replatted as lots 1A, 2A, 3A, and 4A, Block 67 Ketchum Townsite.

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

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

William C. Sundali
William C. Sundali, an Unmarried Man

Shane B. Mace
Shane B. Mace, Trustee of the Mace Living Trust

Sharon L. Mace
Sharon L. Mace, Trustee of the Mace Living Trust

ACKNOWLEDGMENT

STATE OF Idaho }
COUNTY OF Blaine } ss

On this 04 day of March, 2019, before me, a Notary Public in and for said State, personally appeared William C. Sundali, an unmarried man, known or identified to me, to be the person whose name is subscribed to the Owner'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.



Betsy Claire Smith
Notary Public
Ketchum, Idaho
Residing at
05-04-2024
My Commission Expires

STATE OF Idaho }
COUNTY OF Blaine } ss

On this 13 day of March, 2019, before me, a Notary Public in and for said State, personally appeared Shane B. Mace, and Sharon L. Mace, Trustees of the Mace Living Trust known or identified to me, to be the persons whose names are subscribed to the Owner's Certificate and acknowledged to me that they 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.



Staci L. Mayo
Notary Public,
Meridian, Idaho
Residing at
10/29/2022
My Commission Expires

SURVEYOR'S CERTIFICATE

I, Bruce Smith, a duly licensed Professional Land Surveyor in the State of Idaho, do hereby certify that this plat of Lots 1A, 2A, 3A, and 4A Block 67, City of Ketchum, is a true and accurate map of the land surveyed under my direct supervision and that it is in accordance with the Idaho State Code relating to plats and surveys.



COUNTY SURVEYOR'S APPROVAL

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

Sam Young
Sam Young, PCS 11577
County Surveyor

APPROVAL OF CITY COUNCIL

The foregoing plat was approved by the City Council of Ketchum on this 7th day of March, 2019.



John Clark
City Clerk

CITY ENGINEER'S APPROVAL

The foregoing plat was approved by Shirri Newland City Engineer for the City of Ketchum on this 7th day of March, 2019.

Shirri Newland
City Engineer

COUNTY TREASURER'S APPROVAL

I, the Undersigned, County Treasurer in and for Blaine County, State of Idaho, per the Requirements of Idaho Code 50-1308, do hereby Certify that any and all Current and/or Delinquent County Property Taxes for the Property included in this Plat of Lot 1A, 2A, 3A, 4A, Block 67, City of Ketchum have been paid in full on this 13th day of March, 2019. This Certification is valid for the next thirty (30) days only.

James B. Binn
Blaine County Treasurer

COUNTY RECORDER'S CERTIFICATE

STATE OF IDAHO }
COUNTY OF BLAINE } ss

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

Instrument # **658996**
HAILEY, BLAINE, IDAHO
3-25-2019 02:06:06 PM No. of Pages: 2
Recorded for: ALPINE ENTERPRISES, INC.
JOLYNN DRAGE
Ex-Officio Recorder Deputy Fee: 11.00
Index to: PLATS

Ex-officio Recorder

LT 1A, 2A, 3A AND 4A, BLK 67, City of Ketchum
ALPINE ENTERPRISES INC.
KETCHUM, IDAHO
SHEET 2 OF 2



Parcel Number

RPK0000067001A

Property Year

2020

Legal Description

KETCHUM
AM LOT 1A BLK 67

Base Code Area

003-001

Incr Code Area

003-014

Project Name

KETCHUM 003-001

Property Address

KETCHUM ID 83340

Parcel Status

Active

Property Type

Real Property

Sub Type

Owner/Contact Name	Type	Relationship	Owner%	HOE
SUNDALI WILLIAM C TRUSTEE	OWNER	TRUSTEE1	0.00%	
MACE SHANE B TRUSTEE	OWNER	TRUSTEE2	0.00%	
MACE SHARON L TRUSTEE	OWNER	TRUSTEE3	0.00%	
MACE LIVING TRUST	OWNER	TRUST	100.00%	

Mailing Address
PO BOX 1884
KETCHUM ID 83340

Land Group

KETCHUM TOWNSITE

Township

4N

Range

17E

Section

13

Location Code

ERES

Parcel Type

Zoning

Associated Parcels

None

Building Permits

None

Reappraisal Year

2019

Inspection Date

04/22/2019

Appraiser Initials

TLR

Type & percent are from data conversion. Refer to actual instrument(s).

Parcel Exemption: None

CB: No NC: Yes

Tax Certification

District Roll Type Units Amount

Instrument	Eff Date	Action	Source	Target	Comments
665529	12/09/2019	Ownership	2019		
658996	03/25/2019	Plat	Target	2019 2019	

CHARACTERISTIC				ROLLS			ACRES	VALUATION SUMMARY			URBAN RENEWAL	
SCC	Type	Suffix	Description	Assessed	Occupancy	Status	Quantity	Assessed Value	Exemption Amount	Net Taxable Value	Net Taxable Base	Net Taxable Incr
20	LAND			PRIMARY	NO	C	0.190	\$ 576,800	\$ --	\$ 576,800	\$ 207,562	\$ 369,238
				TOTALS:			0.190	\$ 576,800	--	\$ 576,800	\$ 207,562	\$ 369,238

ROLL STATUS: C Closed, Subject to Equalization

SUNDALI WILLIAM C TRUSTEE

PO BOX 1884

KETCHUM ID 83340-0000

Bank Code

Details

Code Area

003001

Districts

Values

Property Description

☐ Possible
Deferred Tax

☐ **Pre Paid \$**

☐ SubRoll

Interest Date

6/10/2020



Calculate

Total Due

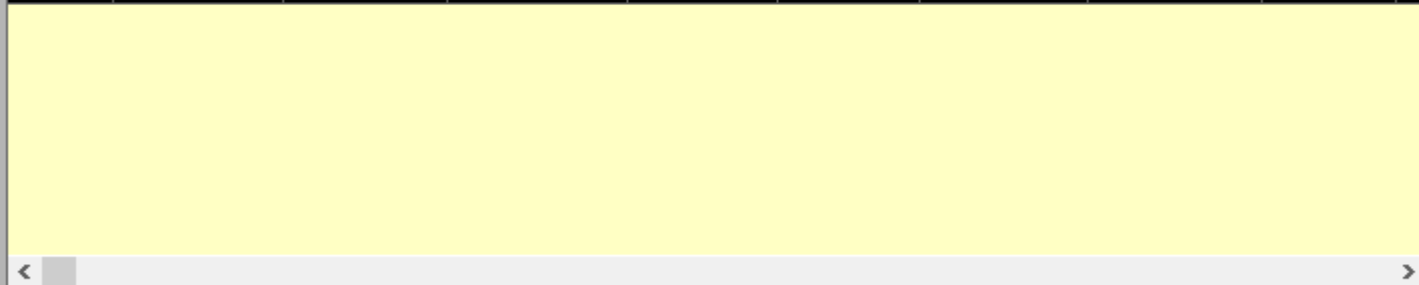
0.00



History
Print

Related Parcels

Year	Amount Due Full Year	Amount Due 1st Half	Amount Due 2nd Half	Tax/Cert Chg Full Year	Tax/Cert Pay Full Year	Tax/Cert Adj Full Year	Late Charge Full Year	Fees Full Year
2019	0.00	0.00	0.00	3720.24	-3720.24	0.00	0.00	0.00



**BLAINE COUNTY TREASURER****JOHN DAVID DAVIDSON**

219 1ST AVE SOUTH SUITE 102

HAILEY ID 83333

TELEPHONE: (208) 788-5530

TAX MASTER INQUIRY

PARCEL NUMBER

RPK0000067001A

TAX CODE AREA

003-001

LEGAL DESCRIPTION

KETCHUM

AM LOT 1A BLK 67

PRIMARY PROPERTY ADDRESS

KETCHUM ID 83340

SUNDALI WILLIAM C TRUSTEE

MACE SHANE B TRUSTEE

PO BOX 1884

KETCHUM ID 83340

BALANCE DUE**Paid in Full**

TOTAL

INTEREST DATE

06/10/2020

BALANCE AS OF

06/10/2020 2:30 pm

Tax Year Assessment Roll

2019 PRIMARY

FIRST HALF

SECOND HALF

FULL YEAR

Bill Number: 309169

VALUATION

TAX / CERTIFICATION			
Charges	\$ 1,860.12	\$ 1,860.12	\$ 3,720.24
Adjustments	\$ 0	\$ 0	\$ 0
Payments	\$ -1,860.12	\$ -1,860.12	\$ -3,720.24

LATE CHARGE			
Charges/Adjustments	\$ 37.21	\$ 0	\$ 37.21
Payments	\$ -37.21	\$ 0	\$ -37.21

FEES			
Charges/Adjustments	\$ 0	\$ 0	\$ 0
Payments	\$ 0	\$ 0	\$ 0

INTEREST			
Charges/Adjustments	\$ 0	\$ 0	\$ 0
Payments	\$ 0	\$ 0	\$ 0

AMOUNT DUE			
	\$ 0	\$ 0	\$ 0

TAXABLE VALUE: \$ 576,800

CHARGES

Tax Code Area: 003-001 Levy: 0.006449749

Tax Charge: \$ 3,720.24

Certifications: \$ 0

TOTAL CHARGES: \$ 3,720.24

**RECORDING REQUESTED BY FRITZ X. HAEMMERLE
AND WHEN RECORDED MAIL TO:**

HAEMMERLE LAW, P.L.L.C.

P.O. Box 1800

Hailey, Idaho 83333

Phone: (208) 578-0520

Fax: (208) 578-0564

Instrument # 665602

HAILEY, BLAINE, IDAHO

12-11-2019 03:34:24 PM No. of Pages: 22

Recorded for : HAEMMERLE LAW PLLC

JOLYNN DRAGE Fee: 73.00

Ex-Officio Recorder Deputy

Index to: COVENANTS & RESTRICTIONS

JB

(Space above line for recorder's use)

**DECLARATION ESTABLISHING COVENANTS, CONDITIONS AND
RESTRICTIONS FOR THE CROSSBUCK TOWNHOME SUBDIVISION**

This Declaration is made this 11th day of December, 2019, by and William C. Sundali, Shane B. Mace, and Sharon L. Mace, trustees of the Mace Living Trust ("Owner") (hereafter collectively referred to as "Declarant"), with reference to the following facts:

RECITALS

A. The Declarants are the owners of all that real property described as Lots 1A, 2A, 3A and 4A, Block 67 of the City of Ketchum, according to the official plat on file and recorded in the Office of the County Recorder of Blaine County, Idaho; and

B. The Declarant proposes to develop said real property in accordance with the maps and plans approved under the zoning and subdivision ordinances and regulations of the City Ketchum, State of Idaho; and

C. Final plats for The Crossbuck Townhomes, ("Subdivision" or "Townhouse Plat") will be filed and recorded creating Sublots 3A and 3B, and Sublots 4A and 4B, Block 67, City of Ketchum, said Lots (1A, 2A, 3A and 4A) are described and depicted in the Plat attached hereto as Exhibit A.

NOW THEREFORE, it is hereby declared that the Lots and Sublots as shown on Exhibit A shall be conveyed subject to the following covenants, conditions and restrictions ("Declaration"):

ARTICLE I.
(DEFINITIONS)

1.01 "Association" shall mean the Crossbuck Subdivision Homeowners' Association, Inc., a nonprofit corporation organized under the laws of the State of Idaho and composed of the owners of the Lots, Sublots and Units as may be annexed hereto in accordance with the provisions of this declaration.

**DECLARATION ESTABLISHING COVENANTS, CONDITIONS AND RESTRICTIONS FOR
THE CROSSBUCK TOWNHOMES SUBDIVISION - 1**

1.02 "Declarant" shall mean the William C. Sundali, Shane B. Mace, and Sharon L. Mace, trustees of the Mace Living Trust ("Owner").

1.03 "Committee" shall mean the Design Review Committee established under Article IV hereof.

1.04 "Lot" shall mean the numbered Lots, Lots 1A and 2A, as shown on the subdivision Plat, whether improved or unimproved.

1.05 "Sublot" shall mean any of the numbered Sublots, Sublots 3A, 3B, 4A and 4B, as shown on the subdivision Plat, whether improved or unimproved.

1.06 "Owner" shall mean and refer to the record owner, including the Declarant, whether one or more persons, of the fee simple title of any of the numbered townhome units above described and includes contract buyers but excludes those having such interest merely as security for the performance of an obligation. The term "owner" does not include any lessee, guest or invitee of an "owner." For purposes of these Declarations, there shall be considered only one owner per Lot or Sublot.

1.07 "Plat" shall mean the Plat for the Cross Buck Townhome Subdivision, as recorded in the Office of the Recorder of Blaine County, Idaho, or as set forth in Exhibit A.

1.08 "Property" shall mean all of the land described in Exhibit A, and any property which may hereafter be subject to this declaration by execution and recordation of a supplemental declaration, as hereinafter provided.

1.09 "Declaration" means a declaration of covenants, conditions and restrictions which may be recorded for the purposes of annexing additional property to the Cross Buck Townhome Subdivision, such property to be subject to the scheme of covenants, conditions and restrictions contained in this declaration.

1.10 "Unit" shall mean the numbered townhome units shown on the subdivision Plat, whether improved or unimproved.

1.11 All the recitals and definitions contained therein are incorporated herein by reference.

ARTICLE II.

(USE REGULATIONS AND RESTRICTIONS)

2.01. Lot, Sublot or Unit Uses.

(a) No use whatsoever shall be made of any Lot, Sublot or Unit except its use and improvement for a single family private residence. Lots, Sublots and Units owned by Declarant or its nominee may be used as construction offices or for the purpose of selling

**DECLARATION ESTABLISHING COVENANTS, CONDITIONS AND RESTRICTIONS FOR
THE CROSSBUCK TOWNHOMES SUBDIVISION - 2**

the Lots, Sublots or Units. Lease or rental of a Lot, Sublot or Unit for lodging or residential purposes shall not be considered a violation of this Declaration. Further, an Owner may conduct business activities within a residence located on a Lot, Sublot or Unit so long as such business activities (i) are not observable or detectable from the exterior of the residence, (ii) comply with all governmental rules, regulations, and ordinances, (iii) do not involve any kind of regular visitation by clients, customers, suppliers or other business invitees, (iv) do not involve door-to-door solicitations within the Property (v) do not constitute a nuisance, or a hazardous, illegal, or offensive use, or threaten the security or safety of other persons, as may be determined by the Board in its sole discretion, and (vi) otherwise are in compliance with the Declaration. This paragraph is not subject to be amended.

(b) The subdividing or combination of Lots or Sublots is controlled by the applicable zoning codes of the City of Ketchum.

(c) No activities shall be conducted in any Unit or on any Lot or Sublot and no improvements constructed thereon which are or might be unsafe or hazardous to any person or property. Without limiting the generality of the foregoing, no firearms shall be discharged upon any Lot or Sublot. No open fires shall be lighted or permitted on any Lot or Sublot, except while under the direct supervision, control and surveillance of the Lot or Sublot owner; provided, however, burning trash, garbage and other refuse is prohibited.

2.02. Lots, Sublots and Units to be Maintained/Landscaping.

(a) All Lots, Sublots and Units shall be maintained by the Owner thereof, both prior to and after construction of improvements thereon, in an attractive manner, free of trash and other unsightly material. All improvements to any Lot, Sublot and Unit shall at all times be kept in good condition and repair and adequately painted or otherwise finished by the owner thereof, and no improvement shall be entitled to fall into disrepair. All landscaping shall be maintained in a neat, trim and orderly fashion.

(b) Each Sublot will be landscaped by the Developer. It is the intent of these restrictions to maintain the original plan. The Design Review Committee may modify the plan as desired.

2.03. Use of Temporary Structures Prohibited. Without the prior consent of the Association, no trailer, recreational vehicle, or garage shall be used as a temporary or permanent residence nor shall any residential structure be moved onto said subdivision from any other location.

2.04. Fences. Any fence must be of a similar type and design as the first constructed fence, or as otherwise approved by the Association. The Association shall have control over the design of all fences, including those located on the Lots and Sublots. This provision of Design control is specific and shall govern over any other provisions of this Declaration.

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2.05. Parking Regulations.

(a) Each Owner and his or her invitees, licensees, lessees, and guests shall at all times park their vehicles in that particular Owner's driveway on that particular Owner's Lot, Sublot or Unit.

(b) No trailer, boat, camper, motorcycles, snow mobiles, water craft of any kind, or any other type of recreational vehicle shall be kept on a Lot, Sublot or Unit except within an enclosed building or on parking areas, if any, specifically designated on the plat or as otherwise allowed by the Association for parking of such vehicles. With the exception of winter recreational vehicles, including but not limited to snowmobiles, none of the aforementioned types of vehicles may be kept within the Subdivision between October 31st and May 1st.

(c) No commercial or industrial trucks (with the exception of standard pickups or vans), trailers or large recreational vehicles shall be parked or stored on any Lot or Unit or on any of the streets fronting on any Lot, Sublot or Unit, except within the garage or in conjunction with construction of any improvements on such Lot, Sublot or Unit.

2.06. Signs. With the exception of standard size "For Sale" or "For Rent" signs (which shall not be larger than 20" by 26"), no sign of any kind shall be displayed to the public view on any Lot, Sublot or Unit except as permitted by the Committee.

2.07. Mail and Newspaper Receptacles. Should delivery conditions or regulations dictate that there be free standing newspaper receptacles or mail boxes, the type of box and/or cluster arrangement shall be determined and/or approved by Association.

2.08. Garbage. No Lot, Sublot or Unit shall be used or maintained as a dumping ground for rubbish, machinery, equipment or motor vehicles. Trash, garbage or other waste shall not be kept except in sanitary containers. All trash cans, garbage containers or other equipment for temporary storage and disposal of such material shall be kept in a clean and sanitary condition. All trash receptacles shall be kept in a garage or stored onsite and not in view of any other lot owner, except as may be necessary for garbage pick-up.

2.09 Planting in Right-of-Way. No trees, hedges or shrub plantings shall be permitted within the road right-of-ways or alleys.

2.10. Nuisances. No noxious or offensive activity shall be carried on upon any Lot, Sublot or Unit, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood. All Lots, Sublots or Units and improvements thereon shall be kept and maintained by the Owner thereof in a clean, safe, attractive and slightly condition and repair.

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2.11. Protection of Easements. Easements for installation and maintenance of utilities are reserved as shown on the recorded plat. Within these easements, no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may change the direction or flow of drainage channels in the easements, or which may obstruct or retard the flow of water through drainage channels in the easements. The easement area of each Lot or Sublot and all improvements in it shall be maintained continuously by the Owner of the Lot or Sublot, except for those improvements for which a public authority or utility company is responsible.

2.12. Pets and Animals. No horses or other farm animals or livestock may be kept on any Lot or Sublot. With respect to all other animals, only owners may have pets. Dogs, when outside, must be at all times in an enclosed yard, leashed, or under the Owner's direct supervision. As set forth in 2.02, no fences are allowed, and therefore, no dog kennels are allowed. Should owners desire to control pets, they must use underground invisible fence systems. Any household pet will be subject to expulsion from the Property upon complaint of three (3) or more Association members, and upon a finding by the Board of Directors of the Association that said animal has created a nuisance. Excessive barking by dogs shall be considered a nuisance and may be abated as provided by these Declarations or otherwise allowed by law.

2.13 Utility Lines. All utility lines of any kind upon any Lot or Sublot for the transmission of utilities, telephone service, the reception or audio or visual signals (with the exception of satellite dishes with a diameter of less than thirty (30) inches) or electricity, and all pipes for water, gas, sewer, drainage, or other utility purposes, shall be installed and maintained below the surface of the ground. The Subdivision has a common twenty (20) foot utility easement running through the middle of the Subdivision. If any of the common utility lines are damaged or in need of repair or replacement, such costs of maintenance, repair or replacement shall be shared equally by all Lot and Sublot owners. If there are stub lines running from the common lines that provide service to individual Lots or Sublots, the cost of maintenance, repair and replacement of the individual stub lines will be paid by the Lot or Sublot owner.

2.14. Snow Storage. No Snow may be stored or plowed from the private Lots or Sublots onto the common areas. The Association is responsible for the storage and removal of snow from each entry way, driveway, sidewalk and alleyway. The Association will determine a single contractor to perform snow removal for the all of the Lots and Sublots, and the associated costs will be split evenly by each Lot and Sublot owner.

2.15 Maintenance of Alleyway. The Association and Lot and Sublot owners are responsible for the maintenance and snow plowing, and general upkeep associated with the thirty (30) foot alleyway depicted on the Plat, Exhibit A. There are no plans to complete the alleyway development. However, if the alleyway is to be constructed, the Declarants will be jointly and severally responsible for the costs associated with this construction.

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2.16 Window Shades/Coverings. All window coverings shall be of a neutral color to match the outside of the color of the buildings. Window coverings must be expressly approved by the Association, in writing.

2.17 Exemption of Declarant. Nothing in this Declaration shall limit or interfere with the right of Declarant to complete development, excavation, grading, landscaping, and construction of the Property or any part thereof, or to alter the foregoing or to construct such additional improvements as Declarant deems advisable in the course of development of the Property as long as any Lot, Sublot or Unit owned by Declarant remains unsold, or to use any structure as a model home or real estate sales office. The rights of the Declarant in this Declaration may be assigned by Declarant.

ARTICLE III. **(DESIGN CONTROL)**

3.01 The Design Review Committee shall be composed of four members, each of whom shall be an Owner of a separate Sublot within the Subdivision, Sublots 3A, 3B, 4A and 4B (hereinafter "Sublot Owners" or "Sublots"). By unanimous vote of the Sublot Owners, the Committee may designate a representative to act for it, in which case, use of the word Committee herein shall mean that designated representative. In the event of death or resignation of any member of the Committee, the remaining members shall have full authority to designate a successor. If no Committee is designated or formed, then the Board of Directors of the Association, as set forth in Article IV, shall be responsible for all Design Review, and any action may be approved by two-thirds vote of the Board of the Directors.

3.02. The Design Review Committee shall have no authority or control over Lot 1A and Lot 2A. Likewise, the owners of Lots 1A and Lot 2A shall have no control over any Design Review for the Sublots.

3.03. Unless a single person is designated to perform Design Review functions on behalf of the Committee, said approval being confirmed in writing, the vote or written consent of three-quarters of the Committee (75%) members shall constitute action of the Committee.

3.04. No changes in the existing state of any Sublot shall be made or permitted without the prior written approval of the Committee. Changes in the existing state of a Sublot shall include without limitation, fences, the construction of any building, structure or other improvement, including utility facilities; the excavation, filling or similar disturbance of the surface of the land including, without limitation, change of grade, stream bed, ground level or drainage pattern, the clearing, marring, defacing or damaging of significant trees, shrubs, or other growing things; the landscaping texture or exterior appearance of any previously approved change in the existing state of a Sublot. The original color scheme and exterior appearances of structures on the Sublots shall be maintained, unless otherwise approved by the Sublot Owners. Notwithstanding the foregoing, approval of the Committee shall not relieve a Sublot Owner of its

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obligation to obtain appropriate approvals from local, state and/or federal agencies with respect to the proposed change if required.

3.05. Subject to other restrictions contained in this Declaration, the Committee shall have complete discretion to approve or disapprove any change in the existing state of a Sublot Unit and shall exercise such discretion with the following objectives in mind: to carry out the general purposes expressed in this declaration; to prevent violation of any specific provision of this declaration or any supplemental declaration; to prevent any change which would be unsafe or hazardous to any persons or property; to minimize obstruction or diminution of the view of others; to preserve visual continuity of the area and to prevent a marked or unnecessary transition between improved and unimproved areas and any sharp definition of boundaries of property ownership; to assure that any change will be of good and attractive design and in harmony with the natural setting of the area and will serve to preserve and enhance existing features of natural beauty; to assure that material and workmanship for all improvements are of high quality comparable to other improvements in the area; and to minimize maintenance and assure a better appearing area under all conditions.

3.06. Prior to expenditures of any substantial time or funds in the planning of any proposed change in the existing state of a Sublot, the Owner of the Sublot Unit shall advise the Design Committee in writing of the general nature of the proposed change; shall, if requested by the Committee, meet with a member or members of the Committee to discuss the proposed change; shall read or become familiar with any guides or guidelines which may have been prepared or formulated by the Committee; and shall, if requested by the Committee, furnish the Committee with preliminary plans and specifications for comment and review.

3.07. After the nature and scope of a proposed change in the existing state of the Sublot Unit is determined and prior to the commencement of work to accomplish such change:

(a) With respect to all changes other than buildings and structures, the Committee may, in its discretion, authorize the proposed change without obtaining additional information, or may require the Sublot Owner to furnish the Committee with three (3) copies of a complete and full description of the proposed change in writing and with drawings, drawn to such scale as may be reasonably required by the Committee, showing all boundaries, showing existing and proposed contour lines and elevations at reasonably detailed intervals, showing all existing and proposed improvements, showing the existing and proposed drainage pattern, showing the existing and proposed utility and sanitation facilities, showing the existing or proposed substantial trees and shrubs. There shall also be furnished to the Committee any and all further information with respect to the existing state of the Sublot Unit which the Committee may reasonably require, to permit it to make an informed decision on whether or not to grant approval of the change. Approvals of changes pursuant to this section must be made in writing by at least one (1) member of the Committee. Notwithstanding the foregoing, Committee approval shall not be required for the planting or removal of insubstantial trees, shrubs, and flowers.

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(b) With respect to all buildings and other structures, and other changes for which the Committee, in its discretion, deems necessary, the Committee may require, in addition to descriptions required in Section 3.06(a), submission in duplicate, of floor plans, elevation drawings from four (4) sides, all drawn to such scale as may be reasonably required by the Committee; descriptions of exterior materials and colors and, if deemed appropriate by the Committee, samples of the same; final construction specifications; and a landscaping plan showing existing and proposed substantial trees and shrubs. Where buildings or structures or other improvements which reasonably require plans and specifications are proposed to be constructed or built, a reasonable fee, as shall be determined from time to time by the Association, shall be paid to the Association to cover costs and expenses of review. Prior to giving approval to a proposed change in the existing state of a Sublot Unit, at least one (1) member of the Committee shall physically inspect the Sublot Unit. No proposed building or structure shall be deemed to have been approved by the Committee unless its approval is in writing executed by at least two (2) members of the Committee; provided, that approval shall be deemed given if the Committee fails to approve or disapprove of a proposed change or to make additional requirements or request additional information within twenty-one (21) days after a full and complete description of the proposed change and all additional instruments, documents and plans have been furnished in writing to the Committee with a written and specific request for approval.

3.08. After approval by the Committee of any proposed change in the existing state of the Sublot, the proposed change shall be accomplished as promptly and diligently as possible and in complete conformity with the description of the proposed change and any plans and specifications provided to the Committee. Failure to accomplish the change strictly in accordance with the description thereof and plans and specifications therefor within eighteen (18) months of the date of Committee approval, unless an extension is granted by the Committee upon a showing of good cause, shall operate to automatically revoke the approval of the proposed change, and, upon demand by the Committee, the Sublot Unit shall be restored as nearly as possible to its state existing prior to any work in connection with the proposed change. The Committee and its duly appointed agents may enter upon any Sublot Unit at any reasonable time or times to inspect the progress or status of any changes in the existing state of a Sublot being made or which may have been made. The Committee shall have the right and authority to record a notice to show that any particular change in the existing state of a Sublot Unit has not been approved or that any approval given has been automatically revoked.

ARTICLE IV.

(ESTABLISHMENT, ORGANIZATION AND RESPONSIBILITIES OF ASSOCIATION)

4.01 Association. The Cross Buck Townhome Subdivision Association, is incorporated as an Idaho not for profit corporation. The purposes and powers of the Association and the rights and obligations inherent in membership are set forth in its Articles of Incorporation as supplemented by the provisions of this Declaration and any bylaws. The Association is and shall be obligated (a) to accept title to and maintain Common Areas, if any,

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and (b) to assume the functions and obligations imposed on it or contemplated for it under this Declaration and any similar functions and obligations under any supplemental declaration with respect to property now or hereafter subject to the declaration.

4.02 Board of Directors/Officers. The Association shall be governed by a Board composed of three (3) Directors, all of whom shall be elected at the first annual meeting. Unless otherwise stated, the President of the Corporation is authorized to act on behalf of the Association. Unless stated herein, the composition of the Board, number of Officers and duties shall be as set forth in the Idaho Nonprofit Corporation Act, Idaho Code Sections 30-30-101 through 30-30-1204, and as amended.

4.03 Membership. Each Owner of each Lot or Sublot is subject to assessment by the Association and shall be a member of the Association. Said membership shall be appurtenant to and shall not be severed from the Lot or Sublot.

4.04 Voting Rights. The Association shall have two classes of voting membership:

(a) Class A. Class A members shall be all Owners with the exception of the Declarant and shall be entitled to one vote for each Lot or Sublot. When more than one person holds an interest in any Lot or Sublot, all such persons shall be members. The vote for such Lot or Sublot shall be exercised as they determine, but in no event shall more than one vote be cast with respect to any Lot or Sublot.

(b) Class B. The Class B members shall be the Declarant(s) and shall be entitled to three (3) votes for each Lot or Sublot owned. Class B membership shall cease and be converted to Class A membership on the occurrence of the later of any of the following events:

(i) when the total votes outstanding in the Class A membership in the Association equal the total votes outstanding in the Class B membership in said Association;

(ii) the fourth anniversary of the recording of this declaration; or

(iii) when the Declarant(s) no longer hold title to any Lot or Sublots.

(c) Any vote may be cast by an Owner in person or by proxy. All proxies shall be in writing, dated and signed by the Owners and filed with the Board of Directors before commencement of any meeting. No proxy shall extend beyond the specific meeting for which it was executed, and every proxy shall automatically cease upon sale by the Owners of his or their Lot, Sublot or Unit or upon death or incapacity of the member executing the proxy statement.

(d) Where the vote or written assent of the membership is required for any action contemplated herein, such action shall require the prescribed percentage of each class of voters during the time there are two classes of membership.

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4.05 Meetings.

(a) Regular and special meetings of the Association will be held at the time and in the place prescribed by the By-Laws of the Association.

(b) Written notice of any meeting of the members of the Association shall be sent to all members at their address shown in the books of the Association and as otherwise set forth in the By-laws. The presence at any meeting of the members or of proxies entitled to cast fifty percent (50%) of all of the votes of each class of membership shall constitute a quorum. If the required quorum is not present or represented at any meeting, the members entitled to vote thereat shall have the power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum as aforesaid shall be present or represented. Such adjournment shall be for not less than five (5) days and not more than thirty (30) days from the original meeting date. In the absence of a quorum, no other business may be conducted at any such meeting.

(c) All elections shall be by secret ballot. Cumulative voting procedures shall be prescribed at all elections at which more than one position on the governing body is to be filled.

(d) So long as there are two classes of membership, one (1) director shall be elected solely by the votes of the Class A members.

(e) Regular meetings of the Directors shall be held at least annually, or otherwise decided by the directors.

4.06 Miscellaneous Services. The Association may obtain and pay for the services of any person or entity to manage its affairs, or any part thereof, to the extent it deems advisable, as well as such other personnel as the Association shall determine to be necessary or desirable for the proper operation, management and upkeep of the Property, whether such personnel are furnished or employed directly by the Association or by any person or entity with whom it contracts. The Association may obtain and pay for legal and accounting and other professional services necessary or desirable in connection with the operation, upkeep and management of the Property or the enforcement of this Declaration, the Articles, Bylaws or Rules.

4.07. Enforcement. The Association, or any Owner shall have the right to enforce, by any proceeding at law or in equity, all covenants, conditions, restrictions, easements, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration, including the Articles, Bylaws, Rules, or any guidelines adopted pursuant to this Declaration. Failure by the Association or by any Owner to enforce any such provision shall in no event be deemed a waiver of the right to do so thereafter.

(a) Neighbor Disputes. In disputes involving two or less Owners claiming to be impacted, affected or aggrieved by an alleged violation by another Owner, such Owner(s) shall first communicate with the offending Owner to find a mutually acceptable

resolution of the dispute. Only after such communication has been made and resolution attempted will the Association become involved in such disputes and then only if the Association deems the issue to be one of importance to all Owners or to be necessary to protect its rights under the Declaration. The Association may become involved in disputes at its sole discretion.

(b) Mediation. Notwithstanding any other provision in this Declaration, except in emergencies, in cases where immediate injunctive relief is necessary, or where it is clear that mediation would be futile, prior to the instigation of any litigation, either by an Owner(s) or the Association, to enforce or construe the terms of this Declaration, all parties shall attempt to reach a mutually acceptable resolution of the dispute, either informally or if no resolution may be obtained informally then through a formal mediation process. The purpose of the mediation is to identify the issues, reduce misunderstandings, clarify priorities, explore areas of compromise, and find points of agreement. In the event a resolution is not obtained after formally mediating for a reasonable period, litigation may be commenced.

4.08. Non-waiver. The failure of the Association or individual owners to enforce the provisions of this Declaration shall not constitute a waiver of the provisions of the Declaration.

ARTICLE V. **(PROPERTY RIGHTS AND RIGHTS OF ENJOYMENT)**

5.01 Each Member of the Association shall have the right of enjoyment of the facilities located thereon which are appurtenant to the member's Lot, Sublot or Unit, subject to the terms of this Declaration and the following conditions:

(a) The right of the Association, as provided in its Bylaws to suspend the rights and privileges, including voting rights of any member for any period during which an assessment (to which his interest is subject) remains unpaid and for a period not to exceed thirty (30) days for each infraction of its published rules and regulations and for the right to impose monetary penalties for violation of such rules and regulations after hearing by the Board of Directors of the Association. Any Owner shall be given thirty-days (30) notice of any such hearing by personal service or by certified mail to his address as it appears on the books of the Association.

(b) The right of the Association to charge reasonable fees for use and purposes of the Association.

5.02 The Association shall have the obligation at its expense to maintain in a clean and orderly manner and in a good state of repair its Common Area and all improvements located thereon and to operate in a competent and efficient manner, all facilities located in its Common

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Area; and in the event of damage or destruction to the improvements, to repair and restore promptly after such damage or destruction occurs, all improvements thereon.

5.03 Any member may delegate his rights of enjoyment in the Common Area, if any, and in the privileges of the Association to the members of his family who reside upon a Lot, Sublot or Unit, to any of his tenants who reside thereon under a leasehold interest for a term of one month or more, and to his guests; subject, however, to the Bylaws, rules, regulation and limitations of the Association. Such member shall notify the Secretary in writing of the name of such person and of the relationship of the member to such person. The rights and privileges of such person are subject to suspension the same as members of the Association, as provided in paragraph (a) of Section 1 of this Article.

ARTICLE VI. **(CREATION OF ASSESSMENT LIENS)**

6.01 Creation of the Lien and Personal Obligation of Assessments. The Declarant, for each Lot, Sublot or Unit owned within the Property hereby covenants, and each Owner of any Lot, Sublot or Unit by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the respective Association Annual assessments or charges and special assessments or charges for the purposes provided in this Declaration, such assessments to be established and collected as hereinafter provided.

The annual and special assessments, together with interest, costs, and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest, costs and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment became due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them.

6.02 Purpose. The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety, and welfare of the Owners, for the improvement, maintenance, upkeep, repair and replacement of the Common Area, improvements thereon, and Association Property, for the enforcement of this Declaration, the Articles, the Bylaws and the Rules, for the administration and operation of the Association and Common Area, and for such other matters expressly provided or implied in this Declaration, the Articles, Bylaws, and Rules of the Association.

6.03 Annual Assessments.

(a) At least thirty (30) days prior to the beginning of each fiscal year, the Board shall estimate expenses to be incurred by the Association during such year in performing its functions under this Declaration (including reasonable provision for contingencies and appropriate replacement reserves, less any expected income and any

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surplus from the prior year's fund). A sum sufficient to pay such estimated net charges will be assessed to the Owner of each Lot or Sublot in an equal amount, and levied against each Lot, Sublot or Unit. If said sum proves to be inadequate for any reason, including nonpayment of any Owner's assessment, the Association may at any time levy a further Assessment which shall be assessed and levied equally upon each Lot, Sublot or Unit and the Owner thereof.

(b) The annual assessments provided for herein shall commence on the first day of the month following the closing of the first sale of a Lot, Sublot or Unit to a purchaser.

(c) Annual assessments shall be fixed on a pro rata basis for each Lot or Sublot and shall be collected by the Association on a quarterly basis, or otherwise as fixed by the directors. Owners shall not be entitled to take offsets from assessment amounts for any reason.

(d) Without written consent or a majority vote by the members of the Association, the annual assessment may not be increased more than twenty percent (20%) over that of the last preceding annual assessment.

6.04 Special Assessments. In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement to be performed on the Lots, Sublots or Units or Common Area or of a capital improvement upon the Association's Common Area, including fixtures and personal property related thereto, for the purpose of performing any unanticipated maintenance, and for unanticipated extraordinary expenses incurred by the Association.

6.05 Unpaid Assessments. Any assessment not paid within thirty (30) days after the due date, shall bear interest from the due date at the maximum rate allowed by law. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the Lot, Sublot or Unit, and may recover all costs and fees incurred in such action. No Owner may waive or otherwise escape liability for the assessments provided for herein by nonuse of the Common Area or abandonment of his Lot, Sublot or Unit. Each of the Owners do hereby grant and appoint the Board of Directors as trustee to enforce such lien and to foreclose such lien by private power of sale, and the authority and power to sell the Unit or Lot of such defaulting Owner, or any part thereof, to satisfy said lien, for lawful money of the United States to the highest bidder. Such lien and the right to foreclose the same shall be in addition to and not in substitution for all other rights and remedies which the Owner and the Board of Directors may have to enforce the provisions hereof.

6.06 Lien for Assessments. All sums assessed to any Lot, Sublot or Unit pursuant to this Declaration and its amendments, together with interest thereon as provided herein, shall be

secured by a lien on such Lot, Sublot or Unit in favor of the Association upon recordation of a notice of assessment lien as provided herein. No lien is perfected unless the Association complies with the lien requirements as set forth by Idaho law, including Idaho Code Section 45-810, and as amended.

6.07 Remedies. In addition to the remedies stated above, the Association or individual Lot or Sublot owner may pursue any lawful or equitable remedy.

ARTICLE VII.
(DAMAGE OR DESTRUCTION OF COMMON AREA IMPROVEMENTS)

In the event of damage to or destruction of the property of the Association, or any part thereof, the Association shall repair or replace the same from the insurance proceeds payable to it by reason of such damage or destruction. If any such damage or destruction was insured against and the insurance proceeds are insufficient to cover the cost of repair or replacement of the property damaged or destroyed, the Association may make a special assessment in accordance with the provisions of this declaration, to cover the additional cost of the repair or replacement not covered by the insurance proceeds. Such special assessment is in addition to any other regular assessments made against Owners and is subject to the rules herein relating to Special Assessments. If any damage or destruction is caused by a casualty not insured against, then the repair or reconstruction shall be accomplished in the manner provided by a written agreement approved by the Owners representing more than fifty percent (50%) of all the Lot, Sublots or Units after the plans for any repairs or reconstruction have been approved by the Association.

ARTICLE VIII.
(LENDER'S REGULATIONS)

In order that residential dwelling units erected on the Property may qualify for existing subsidized lending programs, it is declared that the following rights exist in favor of any first mortgagee, notwithstanding contrary or conflicting provisions contained herein.

8.01 The first mortgagee of any dwelling unit may, by written notice to the Association, request written notice of any default by the mortgagor of such dwelling unit in the performance of such mortgagor's obligations under this declaration within thirty (30) days. Such request shall state the name and mailing address of the mortgagee, and the official records book and page number, file number or other reference identifying such recording, and the Lot, Sublot or Unit number encumbered by said mortgage, and a reference to this declaration. Each notice of default given pursuant to such request may be sent by regular mail, postage prepaid, addressed to the mortgagee at the address stated in such request. Following the lapse of two (2) years from the date of receipt of the written request last given by any mortgagee pursuant to this Article, the Association shall have no further duty to notify such mortgagee if mortgagor defaults.

8.02 Any first mortgagee who comes into possession of a dwelling unit pursuant to the remedies provided for in the mortgage, or foreclosure of the mortgage, shall be exempt from an

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existing right of first refusal of any party as to the purchase of such dwelling unit from the mortgagee thereof.

8.03 Unless at least seventy-five percent (75%) of the first mortgagees (based upon one (1) vote for each mortgage) of dwelling units within the subdivision have given their prior written approval, the Association shall not be entitled to:

(a) By act or omission seek to abandon, partition, subdivide, encumber, sell or transfer real estate or improvements thereon which are owned, directly or indirectly, by the Association for the benefit of the dwelling units in the subdivision. (The granting of easements for public utilities or for other public purposes consistent with the intended use of such subdivision shall not be deemed a transfer within the meaning of this clause);

(b) Change the method of determining the obligations, assessments, dues or other charges which may be levied against an Owner;

(c) By act or omission change, waive or abandon any scheme or regulation, or enforcements thereof, pertaining to the architectural; design or the exterior appearance of dwelling units, the maintenance of party walls, or common fences and driveways, or the upkeep of walls and plantings in the subdivision;

(d) Fail to maintain fire and extended coverage on insurable Common Area on a current replacement cost basis in an amount of not less than one hundred percent (100%) of the insurable value (based on current replacement cost); and

(e) Use hazard insurance proceeds for losses to any Common Area for other than the repair, replacement or reconstruction of such improvements.

8.04 First mortgagees shall have the right to examine the books and records of the Association, upon reasonable advance request in writing.

8.05 First mortgagees of dwelling units in the subdivision, may jointly or singly, pay taxes which are in default and which may or have become a charge against Common Area and may pay overdue premiums on hazard insurance policies, or secure new hazard insurance coverage on lapse of a policy, for such property and first mortgagees making such payments shall be owed immediate reimbursement therefor from the Association.

8.06 Nothing herein or in the Articles of Incorporation of the Association, or in any other instrument relating to the Property, gives any Owner of any Lot, Sublot or Unit or other party priority over any rights of first mortgagees pursuant to their mortgages, in the case of distribution to such Owners of insurance proceeds or condemnation awards for losses to or a taking of common property in the subject subdivision.

8.07 The terms "mortgage", "mortgagor" and "mortgagee" as used in this Article shall include respectively, a deed of trust and the trustor and beneficiary thereunder.

**DECLARATION ESTABLISHING COVENANTS, CONDITIONS AND RESTRICTIONS FOR
THE CROSSBUCK TOWNHOMES SUBDIVISION - 16**

ARTICLE IX.
(MISCELLANEOUS PROVISIONS)

9.01. Severability/Applicable Law. In the event of any inconsistency between applicable law and any of these covenants or restrictions the applicable law shall govern if the covenant or restriction would otherwise be invalidated. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no ways affect any other provisions which shall remain in full force and effect.

9.02. Choice of Law. This Agreement shall be governed by the law of the State of Idaho.

9.03. Wavier. The partial or complete invalidity of any one of more provisions of this Agreement shall not affect the validity or continuing force and effect of any other provision. The failure of either party hereto to insist, in any one or more instances, upon the performance of any of the terms, covenants or conditions of this Agreement, or to exercise any right herein, shall not be construed as a waiver or relinquishment of such term, covenant, condition or right as respects further performance.

9.04. Attorney's Fees and Costs. Should any Lot or Sublot owner or Association employ an attorney to institute suit to enforce or interpret any provisions of or to protect its interest in any matter arising under the Declaration, the Articles, Bylaws, Rules, or any guidelines adopted pursuant to the Declaration, the prevailing party in such action shall be entitled to an award of their costs and attorney fees, including costs and fees on appeal.

9.05. Headings. The headings given to the Articles of this Agreement are for ease of reference only and shall not be relied upon or cited for any other purpose.

9.06. Amendment. The provisions of this Declaration shall run with and bind the land for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. Unless otherwise provided herein, this Declaration may only be amended by an instrument approved and signed by not less than four (4) out of the six (6) Lot or Sublot Owners. The Design Review Committee's powers and jurisdiction shall not be amended unless there is unanimous consent from all Lot and Sublot Owners. Any amendment must be recorded. Any such amendment shall be binding upon every Owner and every Lot, Sublot or Unit whether or not the burdens thereon are increased or decreased by such amendment and whether or not the Owner of each and every Lot, Sublot or Unit consents thereto.

9.07. Idaho Nonprofit Corporation Act. To the extent there are any inconsistencies between this Declaration and the provision of the Idaho Nonprofit Corporation Act, the Idaho Nonprofit Corporation Act shall control.

**DECLARATION ESTABLISHING COVENANTS, CONDITIONS AND RESTRICTIONS FOR
THE CROSSBUCK TOWNHOMES SUBDIVISION - 17**

DATED this 11th day of December, 2019.

William C. Sundali
By: William C. Sundali

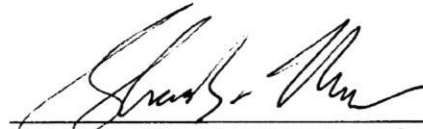
STATE OF IDAHO)
) ss.
County of Blaine)

On this 11th day of December, in the year of 2019, before me, a Notary Public in and for said State, personally appeared William C. Sundali, known or identified to me the person who subscribed his name to the foregoing instrument, and acknowledged to me that he executed the same.



Fritz X Haemmerle
Notary Public for Idaho
Residing at 1740 E. 24th St.
My Commission expires: 8/18/21

DECLARATION ESTABLISHING COVENANTS, CONDITIONS AND RESTRICTIONS FOR
THE CROSSBUCK TOWNHOMES SUBDIVISION - 18

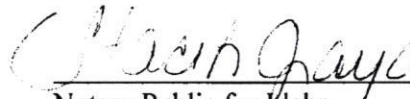


By: Shane B. Mace, trustee of the Mace Living Trust

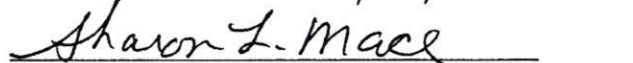
STATE OF IDAHO)
) ss.
County of Ada.)

On this 10th day of December, in the year of 2019, before me, a Notary Public in and for said State, personally appeared Sharon L. Mace, known or identified to me to be a trustee of the Mace Living Trust, who subscribed his name to the foregoing instrument, and acknowledged to me that he executed the same in said Trusts.



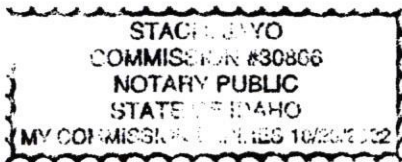


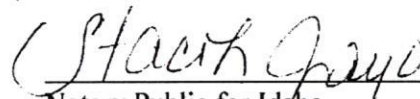
Notary Public for Idaho
Residing at Meridian, ID
My Commission expires: 10/29/2022


By: Sharon L. Mace, trustees of the Mace Living Trust

STATE OF IDAHO)
) ss.
County of Ada.)

On this 10th day of December, in the year of 2019, before me, a Notary Public in and for said State, personally appeared Sharon L. Mace, known or identified to me to be a trustee of the Mace Living Trust, who subscribed her name to the foregoing instrument, and acknowledged to me that she executed the same in said Trusts.





Notary Public for Idaho
Residing at Meridian, ID
My Commission expires: 10/29/2022

DECLARATION ESTABLISHING COVENANTS, CONDITIONS AND RESTRICTIONS FOR
THE CROSSBUCK TOWNHOMES SUBDIVISION - 19

(EXHIBIT A)

Insert Recorded Plat

**DECLARATION ESTABLISHING COVENANTS, CONDITIONS AND RESTRICTIONS FOR
THE CROSSBUCK TOWNHOMES SUBDIVISION - 20**

WHEREIN LOTS 1, 2, 3 & 4 ARE RECONFIGURED AS SHOWN
LOCATED WITHIN S13, T.4 N., R.17 E., B.M., CITY OF KETCHUM, BLAINE COUNTY, IDAHO

HO

GRAPHIC SCALE

(IN FEET)

1 inch = 20 ft.

KETCHUM, BLK 87, LTS 1A, 2A, 3A &
ALPINE ENTERPRISES 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 located within Section 11, Township 4 North, Range 17 East, Boise Meridian, City of Ketchum, Blaine County, Idaho; more particularly described as follows:

Lots 1, 2, 3, and 4 in Block 67 of the City of Ketchum, according to the official plat thereof on file in the office of the County Recorder of Blaine County, Idaho. To be replatted as lots 1A, 2A, 3A, and 4A, Block 67 Ketchum Townsite.

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

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

William C. Sundali
William C. Sundali, an Unmarried Man
Sharon L. Mace
Sharon L. Mace, Trustee of the Mace Living Trust
Sharon L. Mace
Sharon L. Mace, Trustee of the Mace Living Trust

ACKNOWLEDGMENT

STATE OF Idaho
COUNTY OF Blaine
On this 04 day of March, 2013, before me, a Notary Public in and for said State, personally appeared William C. Sundali, an unmarried man, known or identified to me, to be the person whose name is subscribed to the Owner's Certificate and acknowledged to me that he executed the same.

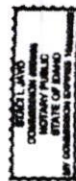
IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.



Sharon L. Mace
Notary Public
Residing at
Ketchum, Idaho
05-04-2024
My Commission Expires

STATE OF Idaho
COUNTY OF Blaine
On this 04 day of March, 2013, before me, a Notary Public in and for said State, personally appeared Sharon L. Mace and Sharon L. Mace, Trustees of the Mace Living Trust known or identified to me, to be the persons whose names are subscribed to the Owner's Certificate and acknowledged to me that they 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.



Sharon L. Mace
Notary Public
Residing at
Ketchum, Idaho
10/09/2022
My Commission Expires

SURVEYOR'S CERTIFICATE

I, Bruce Smith, a duly licensed Professional Land Surveyor in the State of Idaho, do hereby certify that this plat of Lots 1A, 2A, 3A, and 4A, Block 67, City of Ketchum, is a true and accurate map of the land surveyed under my direct supervision and that it is in accordance with the Idaho State Code relating to plats and surveys.



COUNTY SURVEYOR'S APPROVAL

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

Sam Young
County Surveyor
Blaine County, Idaho

APPROVAL OF CITY COUNCIL

The foregoing plat was approved by the City Council of Ketchum on this 04 day of March, 2013.



John P. Smith
City Clerk

CITY ENGINEER'S APPROVAL

The foregoing plat was approved by Sharon L. Mace, City Engineer for the City of Ketchum on this 04 day of March, 2013.

Sharon L. Mace
City Engineer

COUNTY TREASURER'S APPROVAL

I, the Undersigned, County Treasurer in and for Blaine County, State of Idaho, per the Requirements of Idaho Code 50-1308, do hereby certify that any and all Current and/or Delinquent County Property Taxes for the Property included in this Plat of Lot 1A, 2A, 3A, 4A, Block 67, City of Ketchum have been paid in full on this 13 day of March, 2013. This Certification is valid for the next thirty (30) days only.

Samuel D. Smith
Blaine County Treasurer

COUNTY RECORDER'S CERTIFICATE

STATE OF IDAHO }
COUNTY OF BLAINE }

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

Instrument # 000000
Filed in the Office of the Recorder of Blaine County, Idaho, on this 04 day of March, 2013.
By John P. Smith, Recorder.

Ex-officio Recorder

Attachment 2

Townhouse Subdivision

Final Plat

A PLAT SHOWING CROSSBUCK McNEE TOWNHOMES

WHEREIN LOT 1A, BLOCK 67, KETCHUM TOWNSITE, IS REPLATTED AS TOWNHOUSE SUBLOTS, AS SHOWN HEREON
LOCATED WITHIN S13, T.4 N., R.17 E., B.M., CITY OF KETCHUM, BLAINE COUNTY, IDAHO

NOVEMBER 2023

GRAPHIC SCALE



(IN FEET)
1 inch = 20 ft.

LEGEND

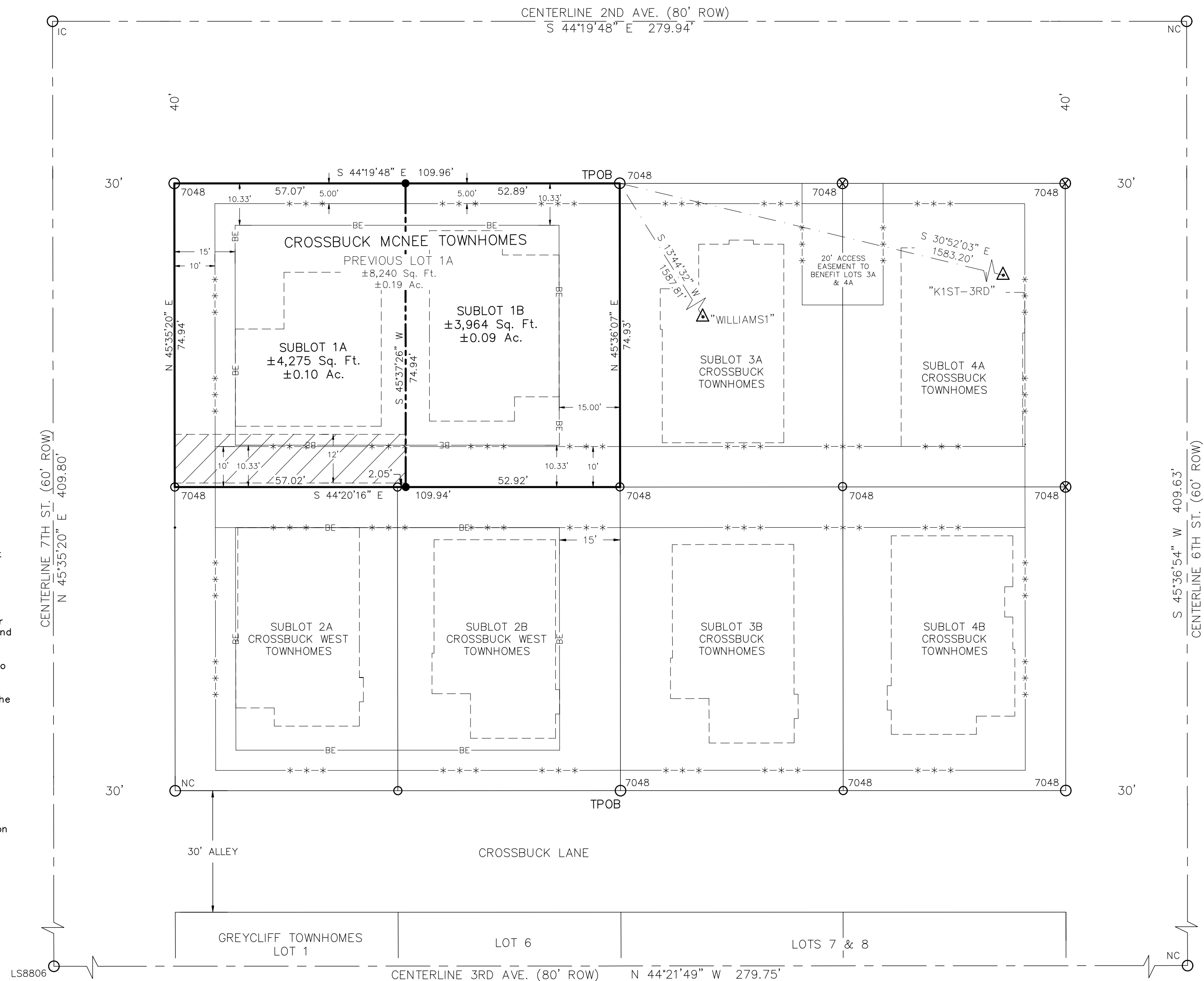
- Subject Boundary
- Sublot Line
- Adjoiner Lot Lines
- Centerline Street
- Public Utility Easement
- 12' Wide Access Easement (Note 6)
- Building Envelope as Shown
- Building Footprint
- Blaine County GIS Control and Ties
- Found 1/2" Rebar as Shown
- Found 5/8" Rebar as Shown
- Set 1/2" Rebar, PLS 7048
- Found Survey Marker as Shown

NOTES

- 1) Basis of Bearing is Idaho State Plane Coordinate System, NAD83(1992), Central Zone, at Grid, in US Survey Feet. Combined Scale Factor is 0.9968071. Ground Distances will be slightly longer.
- 2) Documents used or considered in this Plat are:
 - Inst. No. 195385 (Survey),
 - Inst. No. 304411-304414 (Municipal Quit Claim Deeds),
 - Inst. No. 657569 (Development Phasing Agreement),
 - Inst. No. 658996 (Plat),
 - Inst. No. 665603 Crossbuck Townhomes; Phase 1 (Plat),
 - Inst. No. 666964 Crossbuck Townhomes; Phase 2 (Plat),
 - Inst. No. 665790 (Alley Agreement),
 - Inst. No. 667284 Crossbuck Townhomes; Phase 3 (Plat),All records of Blaine County, Idaho.
- 3) The total water system is private from point of connection with the main on 7th street. Owner and all successors in interest are responsible for the installation, maintenance, repair and other costs associated with the private water main serving Lots 1A-4A and Sublots 3A, 3B, 4A and 4B, in accordance with the Construction Phasing Agreement recorded in Blaine County Records as Instrument Number 657569.
- 4) The sewer main and manholes are public from the starting manhole continuous to the 7th Street manhole.
- 5) Sublots 1A and 1B shall have mutual reciprocal utility easements for installation, maintenance, and repair of existing and future, public and private utilities.
- 6) There shall be a 12' wide driveway/access easement on Sublot 1A to benefit Sublot 1B to allow access to 7th Street.
- 7) Declaration Establishing Covenants, Conditions and Restrictions for the Crossbuck Townhomes are Recorded in Blaine County as Inst. No. 665602.

SURVEYOR NARRATIVE

The purpose of this Plat is to is to Replat Lot 1A, Block 67, Ketchum Townsite, as Townhouse Sublots as shown hereon. Found and Set Monuments during the Boundary Retracement of Lot 1A, are shown hereon and all Found Monuments of Record were accepted.



HEALTH CERTIFICATE: Sanitary restrictions as required by Idaho Code Title 50, Ch. 13, have been satisfied. Sanitary restrictions may be reimposed in accordance with Idaho Code Title 50, Ch. 13, Sec. 50-1326, by issuance of a Certificate of Disapproval.

Date

South Central Public Health District, EHS

CROSSBUCK McNEE THMS.
ALPINE ENTERPRISES INC.
KETCHUM, IDAHO
SHEET 1 OF 3

CERTIFICATE OF OWNERSHIP

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

Parcels of land located within Section 13, Township 4 North, Range 17 East, Boise Meridian, City of Ketchum Blaine County, Idaho; more particularly described as follows:

A portion of Lot 1A, Block 67 of LOTS 1A, 2A, 3A & 4A, BLOCK 67, KETCHUM TOWNSITE, as shown on the official plat thereof, recorded as Instrument No. 658996, records of Blame County, Idaho, more particularly described as follows:

Commencing at the Blaine County GIS Control Monument known as "K1ST-3RD", proceed N 30°52'03" W, 1583.20 feet to a 5/8" rebar by PLS 7048 marking the Southeasterly corner of Lot 1A, Block 67, Ketchum Townsite, and a point on the Westerly Right-of-Way of Second Avenue; thence N 44°19'48" W, 52.89 feet along the Easterly boundary of said Lot 1A, Block 67, Ketchum Townsite, and the Westerly Right-of-Way of Second Avenue to a 1/2" rebar by PLS 7048 marking a point on the Easterly boundary of said Lot 1A and a point on said Westerly Right-of-Way of Second Avenue, which point is the TRUE POINT OF BEGINNING;

Thence S 45°37'26" W, 74.94 feet to a 1/2" rebar by PLS 7048 marking a point on the Westerly boundary of said Lot 1A, Block 67, Ketchum Townsite, and the Easterly boundary of Sublot 2B, Crossbuck West Townhomes;

Thence N 44°20'16" W, 57.02 feet along the boundary in common to said Lot 1A, Block 67, Ketchum Townsite, and Sublots 2A and 2B, Crossbuck West Townhomes to a 1/2" rebar by PLS 7048 marking the Westerly corner in common to said Lot 1A, Block 67, Ketchum Townsite, and Sublot 2A, Crossbuck West Townhomes;

Thence N 45°35'20" E, 74.94 feet along the Northerly boundary of said Lot 1A, Block 67, Ketchum Townsite, and the Southerly Right-of-Way of 7th Street, to a 5/8" rebar by PLS 7048;

Thence S 44°19'48" E, 57.07 feet along said Easterly boundary of said Lot 1A, Block 67, Ketchum Townsite, and the Westerly Right-of-Way of Second Avenue, to a 1/2" rebar by PLS 7048, which is the TRUE POINT OF BEGINNING; containing 4,275 square feet, (0.10 acres), more or less to be replatted as Sublot 1A as shown hereon.

AND

A portion of Lot 1A, Block 67 of LOTS 1A, 2A, 3A & 4A, BLOCK 67, KETCHUM TOWNSITE, as shown on the official plat thereof, recorded as Instrument No. 658996, records of Blame County, Idaho, more particularly described as follows:

Commencing at the Blaine County GIS Control Monument known as "K1ST-3RD", proceed N 30°52'03" W, 1583.20 feet to a 5/8" rebar by PLS 7048 marking the Southeasterly corner of Lot 1A, Block 67, Ketchum Townsite, and a point on the Westerly Right-of-Way of Second Avenue, which point is the TRUE POINT OF BEGINNING;

Thence S 45°36'07" W, 74.93 feet along the Southerly boundary of said Lot 1A, to a 1/2" rebar by PLS 7048, marking the Southerly corner in common to said Lot 1A and Lot 2A, Block 67, Ketchum Townsite;

Thence N 44°20'16" W, 52.92 feet along the boundary in common between said Lots 1A and 2A to a point;

Thence N 45°37'26" E, 74.94 feet to a point on the Easterly boundary of said Lot 1A and the Westerly Right-of-Way of Second Avenue;

Thence, S 44°19'48" E, 52.89 feet along the Easterly boundary of said Lot 1A and the Westerly Right-of-Way of Second Avenue to a 5/8" rebar by PLS 7048 marking said Southeasterly corner of Lot 1A, which is the TRUE POINT OF BEGINNING; containing 3,964 square feet, (0.09 acres), more or less to be replatted as Sublot 1B, Crossbuck McNee Townhomes, as shown hereon.

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

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

Jeff A. McNee, Manager
MMDM11, LLC.
An Idaho Limited Liability Company
(Sublot 1A)

ACKNOWLEDGMENT

STATE OF _____ }
COUNTY OF _____ } ss

On this _____ day of _____, 2023, before me, a Notary Public in and for said State, personally appeared Jeff A. McNee, known or identified to me to be the Manager of the Limited Liability Company that executed the foregoing instrument, and acknowledged to me that such Limited Liability Company executed the same.

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

Notary Public in and for said State

Residing At

My Commission Expires

Christian E. Nelson
(Sublot 1B)

Cindy L. Nelson
(Sublot 1B)

ACKNOWLEDGMENT

STATE OF _____ }
COUNTY OF _____ } ss

On this _____ day of _____, 2023, before me, a Notary Public in and for said State, personally appeared Christian E. Nelson and Cindy L. Nelson, husband and wife as Community Property with Right of Survivorship, known or identified to me to be the persons whose names are subscribed to the Owner's Certificate and acknowledged to me that they executed the same.

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

Notary Public in and for said State

Residing At

My Commission Expires



SURVEYOR’S CERTIFICATE

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



PROJECT ENGINEER’S CERTIFICATE

I, the undersigned Project Engineer for Crossbuck McNee Townhomes, do hereby certify that the subdivision is in accordance with the City of Ketchum subdivision standards on this ____ day of _____ 2023.

Alex Nelson, PLS 19275
Alpine Enterprises Inc.

COUNTY SURVEYOR’S APPROVAL

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

Sam Young, PLS 11577
County Surveyor

KETCHUM CITY COUNCIL CERTIFICATE

I, the undersigned, City Clerk, in and for the City of Ketchum, Blaine County, Idaho, do hereby certify that at a regular meeting of the City Council held on the ____ day of _____ 2023, this plat was duly accepted and approved.

Trent Donat, City Clerk,
City of Ketchum

CITY ENGINEER’S CERTIFICATE

I, the undersigned, City Engineer 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 of Ketchum

CITY PLANNER’S CERTIFICATE

I, the undersigned, Planner in and for the City of Ketchum, Blaine County, Idaho, do hereby approved this plat on this ____ day of _____, 2023, and certify that it is in accordance with the City of Ketchum subdivision ordinance.

City Planner

COUNTY TREASURER’S APPROVAL

I, the Undersigned, County Treasurer in and for Blaine County, State of Idaho, per the Requirements of Idaho Code 50–1308, do hereby Certify that any and all Current and/or Delinquent County Property Taxes for the Property included in this Plat of Crossbuck McNee Townhomes have been paid in full on this ____ day of _____ 2023. This Certification is valid for the next thirty (30) days only.

Blaine County Treasurer

COUNTY RECORDER’S CERTIFICATE

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

Ex–officio Recorder

Attachment 3

Draft

Findings of Fact, Conclusions of
Law, and Decision



**City of Ketchum
Planning & Building**

IN RE:)
)
Crossbuck McNeeTownhomes) KETCHUM CITY COUNCIL
Townhouse Subdivision Final Plat) FINDINGS OF FACT, CONCLUSIONS OF LAW, AND
) DECISION
)
Date: December 4, 2023)
)
File Number: P23-091)

PROJECT: Crossbuck McNee Townhomes

APPLICATION TYPE: Townhouse Subdivision Final Plat

FILE NUMBER: P23-091

ASSOCIATED APPLICATIONS: Design Review P21-025, Townhouse Subdivision Preliminary Plat P21-026, Building Permit B21-086, Building Permit B21-133, Crossbuck McNee Phased Townhouse Subdivision Agreement 22854

REPRESENTATIVE: Bruce Smith, PLS, Alpine Enterprises Inc.

OWNER: Jeff McNee, MMDM11 LLC

LOCATION: 61 & 671 N 2nd Avenue (Ketchum Townsite: Block 67: Lot 1A)

ZONING: General Residential Low Density (GR-L)

OVERLAY: None

RECORD OF PROCEEDINGS

The Planning and Building Department received the Crossbuck McNee Townhouse Subdivision Final Plat application on October 5, 2023. Following receipt of the complete application, staff routed the application materials to all city departments for review. City department comments were provided to the applicant on November 3, 2023. 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 December 4, 2023. After considering staff's analysis and the application materials, the City Council approved the final plat application.

BACKGROUND

The applicant is requesting Final Plat approval for the Crossbuck McNee Townhomes located at the southwest corner of 2nd Avenue and 7th Street (the “subject property”) within the General Residential Low Density (GR-L) Zoning District. The Townhouse Subdivision Final Plat application proposes to subdivide an existing 8,240-square-foot lot (Ketchum Townsite: Block 67: Lot 1A) into two townhouse sublots.

The Planning and Zoning Commission considered the Crossbuck McNee Townhomes Design Review (Application File No. P21-025) and Townhouse Subdivision Preliminary Plat (Application File No. P21-026) applications during their regular meeting on July 27, 2021 and special meetings on July 30 and August 24, 2021. The development applications were considered concurrently and the associated public hearings were combined in accordance with Idaho Code §67-6522. The Commission unanimously approved the Crossbuck McNee Townhomes Design Review and unanimously recommended approval of the Townhouse Subdivision Preliminary Plat to the Ketchum City Council. The City Council considered and approved the Preliminary Plat application on September 7, 2021. The townhouse preliminary plat was not forwarded to the City Council for approval due to site access negotiations. The site access issues were resolved through review of the building permit (Application File No. B21-133). The city issued Building Permit B21-133 for the construction of both detached townhome units on April 22, 2022.

Following issuance of the building permit, the Planning and Building Department received an application for a phased development agreement to permit the final plat to be filed with the city for approval following issuance of a certificate of occupancy for the first townhouse unit, rather than requiring a certificate of occupancy for both units prior to approval of a final plat. The Planning and Zoning Commission recommended approval of the phased development agreement at their May 23, 2023 meeting. The City Council reviewed and approved both the Crossbuck McNee Townhomes Subdivision Preliminary Plat and Phased Townhouse Subdivision Agreement 22854 on June 12, 2023. Phased Townhouse Subdivision Agreement 22854 includes maintenance responsibilities, a construction and completion schedule, and process requirements for filing of the townhouse final plat.

Pursuant to section 3 of Phased Townhouse Subdivision Agreement 22854, “The City agrees to accept and process a townhouse final plat application, for both sublots, for approval by City Council provided a Certificate of Occupancy been issued for the first townhouse unit on Lot 1B should Owners comply with all above recitals.” The townhouse on subplot 1B was issued a Temporary Certificate of Occupancy on October 10, 2023. Construction of the detached townhome unit on subplot 1A as well as remaining site improvements for the project is nearing completion.

All land subdivisions in the City of Ketchum are subject to the standards contained in Ketchum, Municipal Code, Title 16, Subdivision. Many standards are related to the design and construction of multiple new lots that will form new blocks and infrastructure, such as streets that will be dedicated to and maintained by the city. The standards for certain improvements (Ketchum Municipal Code

Crossbuck McNee Townhomes Subdivision Final Plat Application File No. P23-091

Findings of Fact, Conclusions of Law, and Decision

Ketchum City Council Regular Meeting of December 4, 2023

City of Ketchum Planning & Building Department

§16.04.040) are not applicable to this project as this application proposes to subdivide an existing lot within a residential subdivision into 2 townhouse sublots. As conditioned, the request to subdivide meets all applicable standards for Townhouse Final Plats contained in Ketchum Municipal Code’s Subdivision (Title 16) and Zoning (Title 17) regulations. The Townhouse Subdivision does not change the residential use or alter the development as reviewed and approved through Design Review (Application File No. P21-025), Townhouse Subdivision Preliminary Plat (Application File No. P21-026), and Building Permit (Application File Nos. B21-133).

FINDINGS OF FACT

The Ketchum City Council having reviewed the project record does hereby make and set forth these Findings of Fact, Conclusions of Law, and Decision as follows:

FINDINGS REGARDING COMPLIANCE WITH 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>	<i>The point of beginning of the subdivision description is tied to two governmental survey corners—Blaine County GIS Control “Williams1” and “K1st-3rd” as shown on sheet 1 of the Final Plat.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.K.2	Location and description of monuments.
			<i>Findings</i>	<i>The location and description of monuments are provided on sheet 1 of the Final Plat.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.K.3	Tract boundary lines, property lines, lot lines, street right-of-way lines and centerlines, other rights-of-way and easement lines, building envelopes as required on the preliminary plat, lot area of each lot, boundaries of floodplain and floodway and avalanche district, all with bearings, accurate dimensions in feet and decimals, in degrees and minutes and radii, arcs, central angles, tangents and chord lengths of all curves to the above accuracy.
			<i>Findings</i>	<i>The lot lines of parent Lot 1A, subplot 1A, and subplot 1B are shown on the Final Plat map. The areas of the parent lot and each subplot area indicated on sheet 1 of the Final Plat—the total area of Lot 1A is 8,240 square feet. Sublot 1A is 4,275 square feet in size and subplot 1B is 3,964 square feet in size. The final plat shows the 80-foot-wide 2nd Avenue</i>

				right-of-way, the 60-foot-wide 7 th Street right-of-way, and the 30-foot-wide alley/Crossbuck Lane right-of-way. The property is not located within the floodplain, floodway, or avalanche districts. All other bearings and dimensions have been reviewed by the City Engineer for accuracy.
<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>	The subject property is adjacent to three different townhome developments. Crossbuck West Sublots 2A and 2B and Crossbuck Sublots 3A, 3B, 4A, and 4B are indicated on sheet 1 of the Final Plat.
<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>	The final plat shows the 80-foot-wide 2nd Avenue right-of-way, the 60-foot-wide 7th Street right-of-way, and the 30-foot-wide alley/Crossbuck Lane 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>	The 10-foot-wide and 5-foot-wide public utility easements are indicated on sheet 1 of the Final Plat. The map on sheet 1 of the Final Plat shows the location, dimension, and purpose of the 12-foot-wide access easement. Plat Note 6 states, "There shall be a 12' wide driveway/access easement on Sublot 1A to benefit Sublot 1B to allow access to 7 th Street." In addition, plat note 5 states, "Sublots 2A and 2B shall have mutual reciprocal utility easements for installation, maintenance, and repair of existing and future, public and private utilities."
<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>	This townhouse subdivision will subdivide an existing lot within a residential subdivision into two townhouse sublots. No new blocks are created with the townhouse 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 as no dedications have been required or proposed for this townhouse subdivision.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.K.9	The title, which shall include the name of the subdivision, the name of the City, if appropriate, county and state, and the location and description of the subdivision referenced to section, township, range.

			Findings	<i>The title of the final plat as shown on sheet 1 includes all required information—A PLAT SHOWING CROSSBUCK MCNEE TOWNHOMES WHEREIN LOT 1A, BLOCK 67, KETCHUM TOWNSITE, IS REPLATTED AS TOWNHOUSE SUBLOTS, AS SHOWN HEREON LOCATED WITHIN S13, T.4 N., R.17 E., B.M., CITY OF KETCHUM, BLAINE COUNTY, IDAHO.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.K.10	Scale, north arrow and date.
			Findings	<i>The scale, north arrow, and date are included on sheet 1 of the Final Plat.</i>
<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.
			Findings	<i>All existing streets, including 7th Street, 2nd Avenue, and the block 67 alleyway/Crossbuck Lane are indicated on the Final Plat map. No additional streets are being created or dedicated.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.K.12	A plat note provision referencing the County Recorder's instrument number where the condominium declaration(s) and/or articles of incorporation of homeowners' association governing the subdivision are recorded.
			Findings	<i>Plat Note 7 references the Covenants, Conditions, and Restrictions for the Crossbuck Townhomes recorded as Instrument Number 665602.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.K.13	Certificate by registered engineer or surveyor preparing the map certifying to the accuracy of surveying plat.
			Findings	<i>Sheet 3 of the final plat includes the required Surveyor's Certificate.</i>
<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.
			Findings	<i>A title report issued by Sun Valley Title dated June 9, 2020 was used to prepare the final plat map and submitted with the final plat application.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.K.15	Certification of owner(s) of record and all holders of security interest(s) of record with regard to such property.
			Findings	<i>Sheet 2 of the Final Plat includes a certificate of ownership and associated acknowledgement from all owners and holders of security interest with regard to the subject property.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.K.16	Certification and signature of engineer (surveyor) verifying that the subdivision and design standards meet all City requirements.
			Findings	<i>Sheet 3 of the Final Plat includes the required Project Engineer's Certificate.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.K.17	Certification and signature of the City Engineer verifying that the subdivision and design standards meet all City requirements.
			Findings	<i>Sheet 3 of the Final Plat includes the City Engineer's Certificate.</i>

<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.K.18	Certification and signature of the City Clerk of the City of Ketchum verifying that the subdivision has been approved by the council.
			<i>Findings</i>	<i>Sheet 3 of the Final Plat includes the certification and signature of the City Clerk verifying the subdivision has been approved by the City Council.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.030.K.19	Notation of any additional restrictions imposed by the council on the development of such subdivision to provide for the public health, safety and welfare.
			<i>Findings</i>	<i>N/A as no restrictions were imposed by the Ketchum City Council during their review of the lot consolidation preliminary plat application.</i>

FINDINGS REGARDING COMPLIANCE WITH SUBDIVISION DEVELOPMENT & DESIGN STANDARDS

Subdivision Development & Design Standards (Ketchum Municipal Code §16.04.040)				
Compliant			City Code	City Standards
Yes	No	N/A		
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.040.A	Required Improvements: The improvements set forth in this section shall be shown on the preliminary plat and installed prior to approval of the final plat. Construction design plans shall be submitted and approved by the city engineer. All such improvements shall be in accordance with the comprehensive plan and constructed in compliance with construction standard specifications adopted by the city. Existing natural features which enhance the attractiveness of the subdivision and community, such as mature trees, watercourses, rock outcroppings, established shrub masses and historic areas, shall be preserved through design of the subdivision.
			<i>Findings</i>	<i>All project plans for the townhome development were reviewed and approved by city departments through Design Review Application File No. P21-025, Townhouse Subdivision Preliminary Plat Application File No. P21-026, and Building Permit Applications File No. B21-133. All improvements must be inspected and approved by city departments prior to issuance of the final Certificate of Occupancy for the detached townhome on subplot 1A.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.040.B	Improvement Plans: Prior to approval of final plat by the commission, the subdivider shall file two (2) copies with the city engineer, and the city engineer shall approve construction plans for all improvements required in the proposed subdivision. Such plans shall be prepared by a civil engineer licensed in the state.
			<i>Findings</i>	<i>All project plans for the townhome development were reviewed and approved by city departments through Design Review Application File No. P21-025, Townhouse Subdivision Preliminary Plat Application File No. P21-</i>

				<i>026, and Building Permit Applications File No. B21-133. All improvements must, 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 townhome on subplot 1A.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.040.C	<p>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.</p>
			<i>Findings</i>	<i>City departments, including Planning, Building, Fire, Streets, City Engineer, and Utilities, reviewed approved all required improvements through Design Review Application File No. P21-025, Townhouse Subdivision Preliminary Plat Application File No. P21-026, and Building Permit Applications File No. B21-133. All improvements must, 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 townhome on subplot 1A.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.040.D	<p>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,</p>

				the administrator shall forward a copy of the certification to the city clerk. Thereafter, the city clerk shall release the performance bond upon application by the subdivider.
			<i>Findings</i>	<i>All project plans for the townhome development were reviewed and approved by city departments through Design Review Application File No. P21-025, Townhouse Subdivision Preliminary Plat Application File No. P21-026, and Building Permit Applications File No. B21-133.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input 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>	<i>The final plat indicates two monuments, both of which have been verified by the subdivider's surveyor and City Engineer.</i>
<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

				<p>envelopes shall be established outside of hillsides of twenty five percent (25%) and greater and outside of the floodway. A waiver to this standard may only be considered for the following:</p> <p>a. For lot line shifts of parcels that are entirely within slopes of twenty five percent (25%) or greater to create a reasonable building envelope, and mountain overlay design review standards and all other city requirements are met.</p> <p>b. For small, isolated pockets of twenty five percent (25%) or greater that are found to be in compliance with the purposes and standards of the mountain overlay district and this section.</p> <p>3. Corner lots shall have a property line curve or corner of a minimum radius of twenty five feet (25') unless a longer radius is required to serve an existing or future use.</p> <p>4. Side lot lines shall be within twenty degrees (20°) to a right angle or radial line to the street line.</p> <p>5. Double frontage lots shall not be created. A planting strip shall be provided along the boundary line of lots adjacent to arterial streets or incompatible zoning districts.</p> <p>6. Every lot in a subdivision shall have a minimum of twenty feet (20') of frontage on a dedicated public street or legal access via an easement of twenty feet (20') or greater in width. Easement shall be recorded in the office of the Blaine County recorder prior to or in conjunction with recordation of the final plat.</p>
			<i>Findings</i>	<p><i>Standard 1 has been met. Parent Lot 1A has a width of 110 feet, which exceeds the 80-foot-average lot width required in the GR-L Zone. The total area of the parent lot is 8,240 square feet, which is 240 square feet greater than the minimum lot size required in the GR-L Zone. Both detached townhomes comply with required setbacks in the GR-L Zone. Standards 4, 5, and 6 have been met. Standard 2 is not applicable as the subject property is not located in the floodplain and does not contain hillsides with 25% or greater slope.</i></p>
<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

				<p>the subdivision and minimize cuts and fills for roads and minimize adverse impact on environment, watercourses and topographical features.</p> <p>4. Corner lots shall contain a building envelope outside of a seventy five foot (75') radius from the intersection of the streets.</p>
			<i>Findings</i>	<i>This townhouse subdivision application does not create a new block. This requirement is not applicable.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.040.H	<p>Street Improvement Requirements:</p> <p>1. The arrangement, character, extent, width, grade and location of all streets put in the proposed subdivision shall conform to the comprehensive plan and shall be considered in their relation to existing and planned streets, topography, public convenience and safety, and the proposed uses of the land;</p> <p>2. All streets shall be constructed to meet or exceed the criteria and standards set forth in chapter 12.04 of this code, and all other applicable ordinances, resolutions or regulations of the city or any other governmental entity having jurisdiction, now existing or adopted, amended or codified;</p> <p>3. Where a subdivision abuts or contains an existing or proposed arterial street, railroad or limited access highway right of way, the council may require a frontage street, planting strip, or similar design features;</p> <p>4. Streets may be required to provide access to adjoining lands and provide proper traffic circulation through existing or future neighborhoods;</p> <p>5. Street grades shall not be less than three-tenths percent (0.3%) and not more than seven percent (7%) so as to provide safe movement of traffic and emergency vehicles in all weather and to provide for adequate drainage and snow plowing;</p> <p>6. In general, partial dedications shall not be permitted, however, the council may accept a partial street dedication when such a street forms a boundary of the proposed subdivision and is deemed necessary for the orderly development of the neighborhood, and provided the council finds it practical to require the dedication of the remainder of the right of way when the adjoining property is subdivided. When a partial street exists adjoining the proposed subdivision, the remainder of the right of way shall be dedicated;</p> <p>7. Dead end streets may be permitted only when such street terminates at the boundary of a subdivision and is necessary for the development of the subdivision or the future development of the adjacent property.</p> <p>When such a dead end street serves more than two (2) lots, a temporary</p>

			<p>turnaround easement shall be provided, which easement shall revert to the adjacent lots when the street is extended;</p> <p>8. A cul-de-sac, court or similar type street shall be permitted only when necessary to the development of the subdivision, and provided, that no such street shall have a maximum length greater than four hundred feet (400') from entrance to center of turnaround, and all cul-de-sacs shall have a minimum turnaround radius of sixty feet (60') at the property line and not less than forty five feet (45') at the curb line;</p> <p>9. Streets shall be planned to intersect as nearly as possible at right angles, but in no event at less than seventy degrees (70°);</p> <p>10. Where any street deflects an angle of ten degrees (10°) or more, a connecting curve shall be required having a minimum centerline radius of three hundred feet (300') for arterial and collector streets, and one hundred twenty five feet (125') for minor streets;</p> <p>11. Streets with centerline offsets of less than one hundred twenty five feet (125') shall be prohibited;</p> <p>12. A tangent of at least one hundred feet (100') long shall be introduced between reverse curves on arterial and collector streets;</p> <p>13. Proposed streets which are a continuation of an existing street shall be given the same names as the existing street. All new street names shall not duplicate or be confused with the names of existing streets within Blaine County, Idaho. The subdivider shall obtain approval of all street names within the proposed subdivision from the commission before submitting same to council for preliminary plat approval;</p> <p>14. Street alignment design shall follow natural terrain contours to result in safe streets, usable lots, and minimum cuts and fills;</p> <p>15. Street patterns of residential areas shall be designed to create areas free of through traffic, but readily accessible to adjacent collector and arterial streets;</p> <p>16. Reserve planting strips controlling access to public streets shall be permitted under conditions specified and shown on the final plat, and all landscaping and irrigation systems shall be installed as required improvements by the subdivider;</p> <p>17. In general, the centerline of a street shall coincide with the centerline of the street right of way, and all crosswalk markings shall be installed by the subdivider as a required improvement;</p> <p>18. Street lighting may be required by the commission or council where appropriate and shall be installed by the subdivider as a requirement improvement;</p> <p>19. Private streets may be allowed upon recommendation by the commission and approval by the council. Private streets shall be</p>
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				<p>constructed to meet the design standards specified in subsection H2 of this section;</p> <p>20. Street signs shall be installed by the subdivider as a required improvement of a type and design approved by the administrator and shall be consistent with the type and design of existing street signs elsewhere in the city;</p> <p>21. Whenever a proposed subdivision requires construction of a new bridge, or will create substantial additional traffic which will require construction of a new bridge or improvement of an existing bridge, such construction or improvement shall be a required improvement by the subdivider. Such construction or improvement shall be in accordance with adopted standard specifications;</p> <p>22. Sidewalks, curbs and gutters may be a required improvement installed by the subdivider; and</p> <p>23. Gates are prohibited on private roads and parking access/entranceways, private driveways accessing more than one single-family dwelling unit and one accessory dwelling unit, and public rights of way unless approved by the city council.</p>
			<i>Findings</i>	<p><i>The project plans submitted with Design Review Application File No. P21-025, Townhouse Subdivision Preliminary Plat Application File No. P21-026, and Building Permit Applications File No. B21-133 show the right-of-way improvements proposed for the project and were reviewed and approved by city departments, including the City Engineer. All improvements must, including the private driveways, utilities, and right-of-way improvements shall be inspected and approved by city departments, including the City Engineer, prior to issuance of the final Certificate of Occupancy for the detached townhome on subplot 1A.</i></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><i>N/A as the subject property is not adjacent to the Block 67 alley.</i></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 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>	<p><i>The 10-foot-wide and 5-foot-wide public utility easements are indicated on sheet 1 of the Final Plat. The map on sheet 1 of the Final Plat shows the location, dimension, and purpose of the 12-foot-wide access easement. Plat Note 6 states, "There shall be a 12' wide driveway/access easement on Sublot 1A to benefit Sublot 1B to allow access to 7th Street." In addition, plat note 5 states, "Sublots 2A and 2B shall have mutual reciprocal utility easements for installation, maintenance, and repair of existing and future, public and private utilities."</i></p>

<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.</p> <p>Construction plans and specifications for central sanitary sewer extension shall be prepared by the subdivider and approved by the city engineer, council and Idaho health department prior to final plat approval. In the event that the sanitary sewage system of a subdivision cannot connect to the existing public sewage system, alternative provisions for sewage disposal in accordance with the requirements of the Idaho department of health and the council may be constructed on a temporary basis until such time as connection to the public sewage system is possible. In considering such alternative provisions, the council may require an increase in the minimum lot size and may impose any other reasonable requirements which it deems necessary to protect public health, safety and welfare.</p>
			<i>Findings</i>	<p><i>All project plans for the townhome development were reviewed and approved by city departments through Design Review Application File No. P21-025, Townhouse Subdivision Preliminary Plat Application File No. P21-026, and Building Permit Applications File No. B21-133. All improvements must be inspected and approved by city departments prior to issuance of the final Certificate of Occupancy for the detached townhome on subplot 1A.</i></p>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.040.L	<p>Water System Improvements: A central domestic water distribution system shall be installed in all subdivisions by the subdivider as a required improvement. The subdivider shall also be required to locate and install an adequate number of fire hydrants within the proposed subdivision according to specifications and requirements of the city under the supervision of the Ketchum fire department and other regulatory agencies having jurisdiction. Furthermore, the central water system shall have sufficient flow for domestic use and adequate fire flow. All such water systems installed shall be looped extensions, and no dead end systems shall be permitted. All water systems shall be connected to the municipal water system and shall meet the standards of the following agencies: Idaho department of public health, Idaho survey and rating bureau, district sanitarian, Idaho state public utilities commission, Idaho department of reclamation, and all requirements of the city.</p>
			<i>Findings</i>	<p><i>All project plans for the townhome development were reviewed and approved by city departments through Design Review Application File No. P21-025, Townhouse Subdivision Preliminary Plat Application File No. P21-026, and Building Permit Applications File No. B21-133. All improvements must be inspected and approved by city departments prior to issuance of</i></p>

				the final Certificate of Occupancy for the detached townhome on subplot 1A.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.M	Planting Strip Improvements: Planting strips shall be required improvements. When a predominantly residential subdivision is proposed for land adjoining incompatible uses or features such as highways, railroads, commercial or light industrial districts or off street parking areas, the subdivider shall provide planting strips to screen the view of such incompatible features. The subdivider shall submit a landscaping plan for such planting strip with the preliminary plat application, and the landscaping shall be a required improvement.
			<i>Findings</i>	<i>This standard does not apply as there are no incompatible uses adjacent to the proposed townhouse subdivision.</i>
<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.

				<p>5. Where existing soils and vegetation are disrupted by subdivision development, provision shall be made by the subdivider for revegetation of disturbed areas with perennial vegetation sufficient to stabilize the soil upon completion of the construction. Until such times as such revegetation has been installed and established, the subdivider shall maintain and protect all disturbed surfaces from erosion.</p> <p>6. Where cuts, fills, or other excavations are necessary, the following development standards shall apply:</p> <ul style="list-style-type: none"> a. Fill areas shall be prepared by removing all organic material detrimental to proper compaction for soil stability. b. Fills shall be compacted to at least ninety five percent (95%) of maximum density as determined by AASHTO T99 (American Association of State Highway Officials) and ASTM D698 (American standard testing methods). c. Cut slopes shall be no steeper than two horizontal to one vertical (2:1). Subsurface drainage shall be provided as necessary for stability. d. Fill slopes shall be no steeper than three horizontal to one vertical (3:1). Neither cut nor fill slopes shall be located on natural slopes of three to one (3:1) or steeper, or where fill slope toes out within twelve feet (12') horizontally of the top and existing or planned cut slope. e. Toes of cut and fill slopes shall be set back from property boundaries a distance of three feet (3'), plus one-fifth (1/5) of the height of the cut or the fill, but may not exceed a horizontal distance of ten feet (10'); tops and toes of cut and fill slopes shall be set back from structures at a distance of at least six feet (6'), plus one-fifth (1/5) of the height of the cut or the fill. Additional setback distances shall be provided as necessary to accommodate drainage features and drainage structures.
			<i>Findings</i>	<p><i>All project plans for the townhome development were reviewed and approved by city departments through Design Review Application File No. P21-025, Townhouse Subdivision Preliminary Plat Application File No. P21-026, and Building Permit Applications File No. B21-133. All improvements must be inspected and approved by city departments prior to issuance of the final Certificate of Occupancy for the detached townhome on subplot 1A.</i></p>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.040.O	<p>Drainage Improvements: The subdivider shall submit with the preliminary plat application such maps, profiles, and other data prepared by an engineer to indicate the proper drainage of the surface water to natural drainage courses or storm drains, existing or proposed. The location and width of the natural drainage courses shall be shown as an easement</p>

				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.
			<i>Findings</i>	<i>All project plans for the townhome development were reviewed and approved by city departments through Design Review Application File No. P21-025, Townhouse Subdivision Preliminary Plat Application File No. P21-026, and Building Permit Applications File No. B21-133. All improvements must be inspected and approved by city departments prior to issuance of the final Certificate of Occupancy for the detached townhome on subplot 1A.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.040.P	Utilities: In addition to the terms mentioned in this section, all utilities including, but not limited to, electricity, natural gas, telephone and cable services shall be installed underground as a required improvement by the subdivider. Adequate provision for expansion of such services within the subdivision or to adjacent lands including installation of conduit pipe across and underneath streets shall be installed by the subdivider prior to construction of street improvements.
			<i>Findings</i>	<i>All project plans for the townhome development were reviewed and approved by city departments through Design Review Application File No. P21-025, Townhouse Subdivision Preliminary Plat Application File No. P21-026, and Building Permit Applications File No. B21-133. All improvements must be inspected and approved by city departments prior to issuance of the final Certificate of Occupancy for the detached townhome on subplot 1A.</i>
<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>	<i>The proposed townhouse development does not create substantial additional traffic; therefore, no off-site improvements are required.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.R	Avalanche And Mountain Overlay: All improvements and plats (land, planned unit development, townhouse, condominium) created pursuant to this chapter shall comply with City of Ketchum Avalanche Zone District

				and Mountain Overlay Zoning District requirements as set forth in Title 17 of this Code.
			<i>Findings</i>	<i>N/A as this property is not located within the Avalanche Zone or Mountain Overlay.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.S	Existing natural features which enhance the attractiveness of the subdivision and community, such as mature trees, watercourses, rock outcroppings, established shrub masses and historic areas, shall be preserved through design of the subdivision.
			<i>Findings</i>	<i>N/A. No existing natural features that would have enhanced the attractiveness of townhome subdivision were present on the parent lot. The project's new landscaping will beautify the townhome development.</i>

CONCLUSIONS OF LAW

1. The City of Ketchum is a municipal corporation established in accordance with Article XII of the Constitution of the State of Idaho and Title 50 Idaho Code and is required and has exercised its authority pursuant to the Local Land Use Planning Act codified at Chapter 65 of Title 67 Idaho Code and pursuant to Chapters 3, 9 and 13 of Title 50 Idaho Code to enact the ordinances and regulations, which ordinances are codified in the Ketchum 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 City Council has the authority to review and approve the applicant's Townhouse Subdivision Final Plat Application pursuant to Chapter 16.04 of Ketchum Code Title 16.
3. The Townhouse Subdivision Final Plat application is governed under Chapter 16.04 of Ketchum Municipal Code.
4. The Crossbuck McNee Townhomes Final Plat application meets all applicable standards specified in Title 16 of Ketchum Municipal Code.

DECISION

THEREFORE, the Ketchum City Council **approves** this Townhouse Subdivision Final Plat Application File No. P23-091 this Monday, December 4, 2023 subject to the following conditions of approval.

CONDITIONS OF APPROVAL

1. The applicant shall provide a copy of the recorded Final Plat to the Planning and Building Department for the official file on the application.

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.
3. 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.
4. The Crossbuck McNee Final Plat is subject to all conditions of approval associated with Design Review Application File No. P21-025, Townhouse Subdivision Preliminary Plat Application File No. P21-026, and Phased Townhouse Subdivision Agreement 22854.

Findings of Fact **adopted** this 4th day of December 2023.

Neil Bradshaw, Mayor
City of Ketchum



City of Ketchum

CITY COUNCIL MEETING AGENDA MEMO

Meeting Date: December 4, 2023 Staff Member/Dept: Trent Donat/Administration

Agenda Item: Recommendation to approve Resolution 23-018 for the surplus of various items via Public Surplus auctions.

Recommended Motion:

"I move to approve Surplus Resolution 23-018 for the surplus of a 1990 GMC Truck and a 2003 Ford Super Duty Passenger Van via Public Surplus."

Reasons for Recommendation:

- Both the 1990 GMC Truck and the 2003 Ford Super Duty Passenger Van have reached the end of their useful lives for the City of Ketchum's purposes.
- Both vehicles will be auctioned using Public Surplus – an online auction site.

Sustainability Impact:

None OR state impact here: NONE

Financial Impact:

None OR Adequate funds exist in account:	The City will receive the proceeds from both auctions. There is no charge to the City for this online auction service. Public Surplus receives their payment via the purchaser.
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Attachments:

1. Resolution 23-018

CITY OF KETCHUM

RESOLUTION 23-018

A RESOLUTION OF THE CITY COUNCIL DECLARING 1990 GMC TRUCK AND 2003 FORD SUPER DUTY PASSENGER VAN AS SURPLUS AND DISPOSING OF BOTH VEHICLES USING PUBLIC SURPLUS (online auction).

SECTION 1: FINDINGS

1.1 The City of Ketchum no longer needs the 1990 GMC TRUCK and 2003 FORD SUPER DUTY PASSENGER VAN.

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 the 1990 GMC Truck and 2003 Ford Super Duty Passenger Van via Public Surplus (online auction).

PASSED BY THE CITY COUNCIL of the City of Ketchum, effective this 4th day of December 2023.

APPROVED:

Signed: _____
Neil Bradshaw, Mayor

ATTEST:

By _____
Trent Donat, City Clerk



City of Ketchum

CITY COUNCIL MEETING AGENDA MEMO

Meeting Date: December 4th, 2023 Staff Member/Dept: Ben Whipple - Administration

Agenda Item: Main Street Improvement Project - recommendation to approve Task Order Two with Jacobs Engineering for 90% design services.

Recommended Motion:

"I move to approve the Task Order Two/Purchase Order #24051 with Jacobs Engineering for 90% Design Services."

Reasons for Recommendation:

- With the completion of City approved Task Order One, which took this project to the 30% design, phase Task Order Two will take Jacob's design services to the 90% design milestone while also adding new deliverables including construction specifications, traffic control overview, grading/staking plans.
- At the end of 90% design phase the project will go out to bid and include contractor input for the remaining 10% of design.
- The project completed a thorough presentation to City Council, KURA as well as the public which resulted in a significant amount of support for continuing the project in its current trajectory.
- When 90% Design completion milestone is reached the project team will hold a comprehensive joint meeting with Council and KURA as well as the public to gather final feedback and direction.

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

Sustainability Impact:

No direct impact. Staff will continue work with Jacobs to incorporate the use of green stormwater practices (e.g. silva cells) into the design.

Financial Impact:

None OR Adequate funds exist in account:	Purchase Order is for NTE amount of \$388,000. Adequate funds exist within the Main St Rehabilitation account of which ITD contributed \$500,000 to the design phase
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Attachments:

1. Jacobs Scope of Services - Task Order Two
2. Purchase Order for Jacobs Engineering 24051

Exhibit A
Scope of Services
TASK 2 – Preliminary Design Services for:
Main Street Rehabilitation – River Street to 10th Street

This document will cover the effort necessary to provide Additional Services not previously identified, associated with the Preliminary Design and Initial Public Involvement effort for the roadway rehabilitation of Main Street from River Street to 10th Street. It covers the work necessary to achieve 90% drawing plans and incorporates the Streetscape work by GGLO, scope attached to this document as **Exhibit A-1 GGLO**.

All coordination with the City of Ketchum shall follow the Project Execution Plan.

Task Order Team:

Project Manager: Betsy Roberts

Design Quality Manager: Heather Carroll

Construction Quality Manager/Project Controls: Travis Casch

Design Manager: Amanda Thompson

Civil Lead: Mateo Franzoia

Traffic Lead: Mike Heugh

Geotechnical Lead: Greg Fischer

Environmental Lead: Gretchen Herron

Construction Manager: Dustin Commons

Principal In Charge: John Barker

TASK 2 -Preliminary Design Services (now through 90%)

Scoped Activities:

- Significant coordination with Surveyor is required to successfully acquire all data needed and as the data needs extend for additional work. Coordination has included scheduling meetings with City and Surveyor and developing additional scope information.
- Establish weekly design meetings with Design team and additional members as required (GGLO, surveyor, etc). Agendas sent out before the meeting and notes after the meeting.
- Develop an inventory spreadsheet for City staff to use to identify and evaluate elements and their condition along the corridor.
- Conduct additional workshop with City to work through inventory, confirm scope, and conduct portion of site walk through not completed during the initial Kick Off meeting.
- Review and develop a widened sidewalk from 6th St to new pathway north of 10th St at the cemetery
 - o Shift roadway centerline to accommodate multiuse path

- Review of current development sites for matching materials, grades, and improvements tying into Main Street to incorporate into drawings. Coordinate with Planning Manager and attend meetings to coordinate development work with roadway rehab. Coordinate construction timing and traffic control with development construction in coming summer.
- Coordinate with City Engineer and Public Works staff on utility coordination; this includes private utilities as well as City utilities as well as adjacent chip seal projects for the City.
- Ongoing coordination with GGLO supporting the City's new palette to be implemented on Main Street. Provide inventory and design drawings to GGLO and attend GGLO workshop and design meetings and calls to discuss palette and further develop scope.
- Bicycle and Pedestrian specialist will review:
 - o Blaine County Bicycle and Pedestrian Master Plan, City Transportation Master Plan and Comp Plan and analyze and develop alternative solutions for the following locations:
 - 4th Street connection across Main Street
 - Midblock crossing at Backwoods sports
 - Midblock crossing South of Knob Hill
 - River Street sharrow/bike lane connection to overall existing Ketchum bike routes (parallel to Main on north and south sides of Main)
 - 1st and 5th Street signalized crossings
 - o High level review of two "sneaks" (design of sneaks later removed from project scope)
 - o Develop up to 6 figures for public bike-ped workshop and attend workshop.
- Additional areas of review and evaluation to provide clarification for scope:
 - o 6th and Main (elimination of SB left turns through physical or striping/signing changes and straightening out NB left turns onto Warm Springs by revising existing island)
 - Developed 4 options (separating turning movements both NB & SB onto Warm Springs and 6 St) for City to evaluate extent of improvements desired for sharing with the public
 - Meeting to discuss final design
 - o 1st and 5th Street elimination of left turns during peak hours
 - o Tracking down drawings for River Street hotel area connection to show how they tie into existing conditions and into drawings
 - o Revision of Argyros curb line and drainage patterns
 - o Revision of Village Market driveway/valley gutter grades, extensive drainage reconstruction
 - o Left turn lanes (and combined through/right turns) on 1st and 5th (onto Main)
 - o 2nd St ramp (at Culinary Institute) removal/reconfiguration, sidewalk replacement, parking reconfiguration
 - Plan development to show HPC
 - o Evaluate one-way options for up to 3 blocks (both sides of Main Street); as needed, coordinate with HDR if additional modeling is required.

- 5th St drainage and sidewalks
 - Inclusion of additional sidewalk on east side of 5th (previously designed) into plans
 - Coordination of additional sidewalk and development improvements dwgs

Development of design and construction cost tracking tools.

- Electrical Design:
 - Review of ITD standards and submittal requirements
 - Coordination with ITD prior to 90% deliverable
 - Lighting design to ensure existing lighting at intersections meets ITDs standards
 - Design for electrical services to signals and light posts that need to move and any additional receptacles needed
 - Coordination with GGLO on pedestrian/sidewalk lighting and power to trees or other sidewalk lighting
 - Coordination with City to identify:
 - Irrigation control locations and need for new service service locations
 - Locations of existing electrical services and reconfigurations required
 - Treatment of existing signal and light poles to tie into new lighting
- Traffic scope items have included:
 - Review existing conditions at Warm Springs and Main “asymmetrical couplet”. Develop alternative intersection design concepts. Perform high-level traffic modeling based on alternative design concepts using Syncho 11.0.
 - Set up, facilitate meeting with ITD and City staff to review traffic scope within ITD boundaries.
 - Coordinate additional detailed modeling efforts with HDR
 - Obtain an inventory of existing traffic signal (and related) equipment through the corridor.
 - Develop traffic signal and ITS plans to a 30% level. Traffic signal design to include proposed traffic signal pole locations, mast arm, signal and pedestrian heads, signal cabinet locations, and phasing diagrams based on ITD standards. Plan will differentiate the existing and proposed traffic equipment.
 - Develop ITS plans to a 30% level. ITS plan to include locations of proposed ITS conduit and pull boxes along Main Street based on ITD standards.
 - Develop signing and striping sheets to a 30% level. Signing and striping plan to include proposed striping for the project's length and any proposed signs that help convey the overall corridor concept. Design will be based on ITD and/or national standards.
 - Develop traffic signal, ITS, and signing and striping plans to a 90% level. The 90% design will be based on 30% design plan and comments received from local agencies and agreed upon by all parties. Additional detail will be provided including(as needed) traffic signal pole details, wiring diagrams, sign layouts, fiber splicing diagrams, and quantities needed for bidding purposes.

Assumptions:

- Elevation of the road will not change, except to improve drainage, to provide acceptable slopes where lane widths are changing being added and as needed at the raised intersection.
- Street furniture (including but not limited to benches, trash cans, signage, street trees and grates, landscaping, light poles, and bases, etc.) that needs to be removed for construction will be salvaged to the City shop. Street trees, grates, relocation of power outlets/conduits, and irrigation piping will be included in the design, as will the design and installation of new streetlights. Because the extent of replacement of street trees and lights is not entirely clear, this scope assumes all such items will be removed and replaced in a new location. All other furnishings not incorporated into the sidewalk will be installed or re-installed after construction.
- Specifications for trees, tree cells, grates, light poles, and other street furnishings will be specified by GGLO and incorporated into the construction documents.
- New signage is anticipated and may include wayfinding. Wayfinding signs will be placed by Jacobs as directed by the City or GGLO. Wayfinding content will be developed by GGLO.
- This effort does NOT include Construction Drawing sheets for the following elements (initial evaluation has been conducted on most of these elements):
 - o Leadville & 5th Street ADA ramp
 - o 2nd Street Culinary building sidewalk widening and ramp
 - o 5th Street sidewalk expansion and alleyway
 - o Detached multiuse path from Cemetery to Saddle

Deliverables:

- Electronic design deliverables (PDF) will be provided for review by the appropriate City representative and will consist of the following:
 - o Preliminary Design
 - Draft design drawings – half size (11"x17") PDFs – electronic submittal
 - Draft Specifications – table of contents
 - Draft Cost Estimate – spreadsheet format
 - o 90% Design
 - 90% design drawings – half size (11"x17") PDFs – electronic submittal
 - 90% Specifications – general conditions/contractual language/front end specifications, technical specifications (ITD specifications).
 - Draft Cost Estimate – spreadsheet format

Proposed Sheet List

SHEET TYPE	30% Sheets	90% Sheets
Cover Sheet	1	1
Index, General Notes and Abbreviations	1	1
Key Map/Survey Control	3	3
Typical Sections	2	3
Plan and Profile Sheets	18	34
Grading/Staking Sheets	0	8
Traffic Signal & ITS Sheets	4	6
Striping/Signing Sheets	8	8
Detail Sheets	0	6
Traffic Control Overview	0	8
Utility Sheets/Drainage	18	24
TOTAL SHEETS	55	102

PERIOD OF PERFORMANCE:**Begin:** November 2023**End:** Late February 2024**COMPENSATION:****Total Project Fee Design: \$388,000****Jacobs - \$334,000****GGLO - \$54,000**

This is a Time & Materials, Not-to-Exceed Amount.

Exhibit A-1 GGLO

Date: November 13, 2023

Project: City of Ketchum (COK): Main Street Placemaking

GGLO Project 2023116

Project Description:

This scope of work is to finalize and document streetscape elements for the pedestrian realm of Main Street/Hwy 75 from River Street to 10th Street. Elements include street trees and silva cells, final sidewalk paver selection, ornamental pedestrian lights, site furnishings (benches, bike racks, trash/recycle receptacles), signage/wayfinding.

Scope of Services

90% Landscape Design

Tasks Include:

- Attend weekly design meetings with Design team (Jacobs, City of Ketchum).
- Develop 90% Design for Street Trees and associated Silva Cells, Tree Grates, Understory Planting & Irrigation; Ornamental Pole Mounted Pedestrian Lights with Hanging Baskets; and Site Furnishings including benches, bike racks, planters, and trash/recycling receptacles.
- Develop preliminary and 90% design for wayfinding and signage.
- Provide input in construction costs.
- Present Draft and 90% Design for input.
- Coordination and review of concurrent development sites within the corridor for matching materials and improvements per the new Main Street Standards.
- Coordination with consultants (Civil, Traffic, Electrical).
- Project Management & Administration.

Deliverables: 90% Design Package (draft and final half size 11x17 electronic pdf)

- Layout & Materials Plans for Site Furnishings, Street Trees & Ornamental Pedestrian Lighting (Photometrics & Electrical Plans by others)
- Planting Plans
- Site Furnishing, Planting & Irrigation Details
- Planting & Irrigation Schedules
- Short Form Specifications (Site Furnishings, Ornamental Pole Mounted Pedestrian Lighting, Planting & Irrigation)

Public Involvement

Tasks Include:

- Develop Public Involvement approach, materials and timeline for site furnishings and street trees.
- Develop DRAFT pptx or pdf Presentation and Printed Boards for Public Meeting.

- Provide content to City of Ketchum for Online Survey.
- Review results, make recommendations, incorporate into 90% Documents.
- Develop Summary Presentation for Joint session of KURA/City Council.

- Deliverables:** Public Involvement
- Public Workshop Presentation Boards (pdf and printed versions)
 - KURA/Council Presentation, Summary & Recommendations (pptx or pdf)

Reimbursable Expenses

- Include:**
- Travel (gas, mileage)
 - Hotel
 - Printing and Mounting
 - Meals

Compensation and Timeline:

Task	Terms	Fee	Timeline
90% Design	Fixed Fee	\$45,000	December 2023-February 2024
Public Involvement	Hourly, Estimated	\$8,000	January 2024
Reimbursable Expenses	Estimated	\$1,000	
Total		\$54,000	



City of Ketchum

CITY COUNCIL MEETING AGENDA MEMO

Meeting Date: Staff Member/Dept:

Agenda Item:

Recommended Motion:

Reasons for Recommendation:

- As a former employee, Eryn Alvey possesses institutional knowledge about the city and its events ensuring a seamless transition and uninterrupted planning and execution of city and special events.
- Alvey has established relationships with community leaders, stakeholders and private event producers and is acquainted with the city's policies, regulations and internal processes.
- Alvey can provide valuable insight on past events, including what worked well and areas for improvement.

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

Sustainability Impact:

Financial Impact:

Attachments:

1. Alvey Agreement 24050 with Exhibits A & B
2. Purchase Order 24050



City of Ketchum

INDEPENDENT CONTRACTOR AGREEMENT #24050 WITH ERYN ALVEY FOR EVENT MANAGEMENT

This Independent Contractor Agreement (“Agreement”) is made and entered effective on the first day of January 2024, by and between the City of Ketchum, an Idaho municipal corporation (“City”), and Eryn Alvey ("Contractor").

FINDINGS

- A. The City is a municipal corporation duly organized and existing under the laws of the State of Idaho.
- B. The City is empowered to enter into contracts and take such steps as are reasonably necessary to maintain the peace, good government and welfare of the City. Idaho Code §50-301 *et seq.*
- C. Contractor independently provides certain professional services which may be beneficial and of use for the general welfare of the City.
- D. The City finds that it is economical and efficient and that is in the best interests of the City to contract with Contractor for certain services as set forth herein (“Services”).

NOW, THEREFORE, the Parties enter into this Agreement according to the following terms and conditions:

1. **Description of Services.** *See Exhibits A and B.*
2. **Payment for Services.** In exchange for the Services, the City shall pay Contractor per fees on Exhibits A and B. Contractor shall track and report to the City as to the Service activities. Invoices for payment will be submitted monthly and payment will be made by City upon City review and approval within approximately thirty days.
3. **Term.** The term of this Agreement shall be through the duration and conclusion of the Services, not to exceed one year from the date of this Agreement. This term may be renewed or extended upon further written agreement between the parties.
4. **Independent Contractor.** Contractor performs the Services hereunder solely and exclusively as an independent contractor. Contractor is not an employee, servant, agent, partner, or joint venture of the City. The City will determine the projects or Services to be done by Contractor, but Contractor will determine the legal means by which it accomplishes the work specified by the City. This Agreement shall not be construed to create or establish any employer-employee relationship between the City and Contractor or make Contractor eligible for any City employment benefits. Contractor is solely responsible for all withholding and payment of all applicable federal, state, and local income or payroll taxes of any kind.

5. **Performance and Warranty.** Contractor will provide its own tools and equipment as needed to perform the Services. Contractor warrants that all equipment used to perform this Agreement will function safely, properly, and efficiently. Contractor warrants that all services will be timely performed in a safe, professional, and workmanlike manner.
6. **Indemnification.** Contractor releases, holds harmless, and agrees to indemnify City from and against all claims, suits, damages (including, without limitation, damages to persons and property including deaths, and all tax responsibilities), costs, losses, and expenses, in any manner related to or arising from the acts or omissions of Contractor, its managers, members, directors, officers, shareholders, agents, and employees.
7. **Limits of Liability.** Except for Consultant's confidentiality and indemnity obligations, respectively, and except for actions or claims arising from gross negligence or intentional or willful misconduct, Consultant's total liability to City shall not exceed the greater of (i) the total Consultant compensation value for the subtask of the project or (ii) the amount of recoverable insurance, regardless of whether any action or claim is based upon contract, warranty, tort (including negligence) or strict liability.
8. **Licensing.** Contractor represents that Contractors possesses the requisite skill, knowledge, and experience necessary to perform the Services. Contractor represents it has or agrees to obtain and maintain all necessary registrations, licenses, and insurance as may be required by the State of Idaho for the performance of the Services under this Agreement.
9. **Insurance.** Contractor is not covered by the City's liability insurance policy. Contractor shall carry and maintain liability insurance in the following minimum amounts:

General liability	\$1,000,000.00 per occurrence; \$2,000,000.00 aggregate.
Personal Auto Liability	\$500,000.00 per accident with \$2,000,000 umbrella policy.
Professional Liability	\$1,000,000.00 per occurrence; \$2,000,000.00 aggregate.
Worker's Compensation	As required by the State of Idaho, and not less than \$1,000,000.00 (Not currently required due to no employees)

Proof of said insurance shall be provided to City. Each policy of insurance required shall provide for no less than thirty-day advance notice to City prior to cancellation. In addition, the City shall be named an "Additional Insured" by all contractors and subcontractors.

10. **Notice.** All notices under this Agreement shall be in writing and addressed as follows:

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

CONTRACTOR
Eryn Alvey
P.O. Box 3982
Hailey, ID 83333

11. **Compliance with Laws/Public Records.** Contractor, its managers, members, directors, officers, shareholders, agents, and employees shall comply with all federal, state and local laws, rules, and ordinances. This Agreement does not relieve Contractor of any obligation or responsibility imposed upon Contractor by law. Without limitation, Contractor hereby acknowledges that all writings and documents, including without limitation email, containing information relating to the conduct or administration of the public's business prepared by Contractor for City regardless of physical form or characteristics may be public records pursuant to the Idaho Public Records Act. Contractor further acknowledges that, subject to certain limitations, the public may examine and take a copy of all such public writings and records. Accordingly, Contractor shall maintain such writings and records in such a manner that they may readily identified, retrieved and made available for such inspection and copying. Should Contractor wish to claim an exemption to disclosure on any record, Contractor shall identify such in advance and assume all costs of defense on any associated legal action to defend such claimed exemption from disclosure.
12. **Non-Assignment.** Contractor hereby acknowledges that City has agreed to enter this Agreement based in part on Contractor's unique skills and reputation for professional work. Accordingly, Contractor may not assign, subcontract, or transfer in any manner this Agreement or any of Contractor's right, title or interest in or to this Agreement without the prior written consent of City.
13. **Amendments.** This Agreement may only be changed, modified, or amended in writing executed by all parties.
14. **Non-Waiver.** The failure of either party to exercise any of its rights under this Agreement at any time does not constitute a breach of this Agreement and shall not be deemed to be a waiver of such rights or a waiver of any subsequent breach.
15. **Headings.** The headings in the Agreement are inserted for convenience and identification only and are in no way intended to describe, interpret, define, or limit the scope, extent, or intent of this Agreement or any provision hereof.
16. **Attorney Fees and Costs.** In the event that either party hereto is required to retain the services of an attorney to enforce any of its rights hereunder, the non-prevailing party shall pay to the prevailing party all reasonable costs and attorney fees incurred in such enforcement, whether or not litigation is commenced and including reasonable costs and attorney fees on appeal.
17. **Governing Law.** This Agreement shall be governed by the laws of the State of Idaho. Venue shall be in the Fifth Judicial District, Blaine County, Idaho.

18. Entire Agreement. This Agreement contains the entire Agreement between the parties respecting the matters herein set forth and supersedes any and all prior Agreements between the parties hereto respecting such matter.
19. Severability. If any part of this Agreement is held to be invalid or unenforceable, such part shall be considered as stricken and the rest of this Agreement shall continue in full force and effect and so as to preserve the agreement and intent to the fullest possible extent.
20. Execution and Signatures. This Agreement may be executed simultaneously in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
21. Authority. The parties executing this Agreement warrant, state, acknowledge, and affirm that they have the authority to sign the same and to bind themselves to the terms contained herein.

IN WITNESS WHEREOF, the Parties execute this Agreement.

CITY OF KETCHUM

ERYN ALVEY, CONTRACTOR

Neil Bradshaw, Mayor

Eryn Alvey, Owner

ATTEST:

Trent Donat
City Clerk

City and Special Events Manager:

Events:

- All Special Events
- Ketch'em Alive (June-Aug)
- Summer Solstice (June)
- Wagon Days (September)
- Trailing of the Sheep (October)
- Tree Lighting/Santa (December)
- Winter Solstice (December)

Responsibilities:

- Review Application.
- As needed – update shared files, create invoices, Create check requests, create staff reports, route event packets to all City departments
- Meeting/Communications with event producers/coordinators, vendors, and various City departments as needed throughout the planning process
 - Monthly (Nov-March) meeting with City of Ketchum Comms Manager
 - Bimonthly (April -Oct) meeting with City of Ketchum Comms Manager
 - Weekly meeting with Juerg and John (May-Sept)
- Day of presence for all events for set up-clean through clean up

Expectations:

- Able to work primarily remotely
- Present for all City events
 - Presence for Special events will be determined by need per my discretion

Banners and Visitor Center Window Signage:

- Review Application
- Create invoices
- Update shared calendars
- Work with Streets Dept for Banner installation/deinstallation

Compensation:

Monthly stipend of \$2300.XX = 12 X \$2300 = \$27,600.XX

This will cover all costs (application review, invoice creating, planning, meetings, working with Molly and Comms Manager on marketing assets, working with vendors, working with CSO's, KPD, & KFD if needed, sponsorship, day of event presence.)

Ketchum Arts Commission, City Liaison:

Responsibilities:

- Attend all Public Meeting
- Meet with Chair and Vice Chair a week prior to Public Meeting
- Take minutes
- Create check requests if needed
- Any additional work in preparation for meetings as needed.

Expectations:

- Check in with Supervisor and Jade with potential projects
- Keep KAC on track with tasks assigned

Compensation:

Monthly stipend of 300.XX (KAC meets monthly January to June and August to November)



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: 24050

To: 6113 ALVEY, ERYN PO BOX 3982 HAILEY ID 83333	Ship to: CITY OF KETCHUM PO BOX 2315 KETCHUM ID 83340
---	---

P. O. Date	Created By	Requested By	Department	Req Number	Terms
11/28/2023	KCHOMA	KCHOMA		0	

Quantity	Description	Unit Price	Total
1.00	EVENT MANAGEMENT & CITY LIASON W/ K 01-4150-4200	30,300.00	30,300.00
	SHIPPING & HANDLING		0.00
	TOTAL PO AMOUNT		30,300.00

Authorized Signature



City of Ketchum

CITY COUNCIL MEETING AGENDA MEMO

Meeting Date: December 4, 2023

Staff Member/Dept: Morgan Landers, AICP – Director of Planning and Building

Agenda Item: Recommendation to review and approved Alley Maintenance Agreement #24896 and Right-of-Way Encroachment Agreement #24897 for the multi-family development at 120 8th Street.

Recommended Motion:

I move to approve Agreements #24896 and #24897 and direct the mayor to sign.

Reasons for Recommendation:

- The development (initially referred to as Lofts at 780) received design review approval on October 26, 2021 (File No P21-069)
- A building permit was issued for the development on November 16, 2021 (B21-068)
- The right-of-way improvements and alley improvements have been constructed per the approved plans. The sidewalks along 1st Ave and 8th Street contain snowmelt and therefore require a ROW encroachment permit.
- The city does not currently maintain the alley behind the development as the alley is not improved to the city's standards, therefore, the applicant is responsible for snow removal and maintenance of the alley until such time the alley is fully improved, and the city assumes snow removal and maintenance responsibilities.

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

Sustainability Impact:

None OR state impact here: The city does not permit snowmelt in the ROW in residential areas, however, we do permit snowmelt in the community core. This development is in the community core and therefore snowmelt is permitted.

Financial Impact:

None OR Adequate funds exist in account:	None
--	------

Attachments:

1. Alley Maintenance Agreement #24896 with exhibits
2. ROW Encroachment Agreement #24897 with exhibits

Recording Requested By and
When Recorded Return to:

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

For Recording Purposes Do
Not Write Above This Line

GRANT OF LICENSE AND ALLEY MAINTENANCE AGREEMENT #24896

This maintenance agreement ("Agreement") is made and entered into as of the 6th day of November, 2023, the ("Effective Date") by and between the CITY OF KETCHUM, and Idaho municipal corporation ("the City"), who is the owner of the public lands as more specifically delineated on Exhibit "A" (hereinafter "Alley") attached hereto, and The Residences at One Twenty Owners Association (herein "Owner"), who is the owner of that certain parcel of real property legally described as The Residences at One Twenty as more specifically delineated on Exhibit "B" attached hereto and referred to as "Development".

1. **Grant of License** - The City hereby grants to Owner and its agents, employees, contractors, subcontractors, (collectively "Agents"), subject to the conditions and covenants set forth in this Agreement as of the date this Agreement is signed by all parties, (hereinafter the "Commencement Date"), a revocable license over and right of entry on and use of the Alley for the purposes of vehicular and pedestrian ingress, egress and access to the Development, including installation of pavement, and for the maintenance, snow removal and repair of the Alley on that portion identified in Exhibit B. The portion of the Alley identified in Exhibit B shall always be open and available to the public and the City shall have exclusive authority with respect to all parking restrictions and enforcement.
2. **License Revocable** - This Agreement and the rights to use the Alley granted hereunder are revocable. City Shall provide Owner with 60 days notice if the Agreement is to be terminated. Owner understands and agrees that by entering into this Agreement Owner obtains no claim or interest in said City property which is adverse to that of the City, that Owner obtains no exclusive right to said City property nor any other right to use the City property not specifically described herein.
3. **Prior Rights** - This grant is made subject to and subordinate to the prior and continuing rights and obligations of the City, its successors and assigns, and the general public, to use the Alley in the performance of its municipal operations; provided, however, that such use shall not materially interfere with the use of the Alley by the Owner for the

Permitted Use. This Agreement is subject to all licenses, leases, easements, restrictions, conditions, covenants, encumbrances, liens and claims of title which may affect the Alley as of the Effective Date, and the word "grant" shall not be construed as a covenant against the existence of any of the foregoing.

4. **Term** - The term of the Agreement shall commence on the Commencement Date and shall be in effect until the City provides notice the Agreement is terminated.
5. **Permits, Licenses and Approvals** - As a condition to Owner's right to use the Alley for the Permitted Use, Owner shall obtain any required permits, licenses and approvals from the City and any other governmental agencies having jurisdiction over Owner's use of the Alley. Ownershall maintain such permits, licenses, ordinances and approvals in force throughout the term of this Agreement. Owner shall be solely responsible for any and all fees, charges, or other expenses that may be imposed by any regulatory agencies in connection with Owner's use or enjoyment of the Alley.
6. **Condition of Property** - The City makes no warranty or representation of any kind concerning the condition of the Alley or the fitness of the Alley for the Permitted Use, and hereby disclaims any personal knowledge with respect thereto, it being expressly understood by the parties hereto that Owner has personally inspected the Alley, knows its condition and accepts it as is.
7. **Alterations. Repair and Maintenance**
 - a) Owner agrees, at its sole cost and expense to pave the portion of the Alley identified in Exhibit B to the satisfaction of the City. Owner shall submit a paving and improvement plan to the City for review and approval that shall be incorporated into this Agreement by reference.
 - b) Owner agrees, at its sole cost and expense, to keep the portion of Alley in Exhibit B in reasonably safe, clean and sightly condition, reasonably free from waste and snow to the reasonable satisfaction of the City. Owner agrees, at its sole cost and expense, to perform snow removal for the full length of the Alley at a width of 20 feet and to place all removed snow in snow storage areas as designated by the City. Owner shall perform all repairs and maintenance to the Alley.

The Owner shall perform maintenance and snow removal in accordance with this Agreement. The City shall not be responsible for maintenance, repairs and snow removal in the Alley. If Owner fails to keep the Alley in the condition required under this Section 7, then the City may, after ten (10) days written notice to Owner and a five (5) day opportunity to cure said problem, perform the necessary work at the expense of Owner, which expense Owner agrees to pay to the City upon written demand.

- c) All alterations, maintenance and repairs by Owner upon the Alley shall be performed

in a good manner reasonably satisfactory to the City.

- d) Any open holes shall be satisfactorily covered at all times when Owner's Agents are not physically working in the vicinity of such holes. Upon completion of work, all such holes shall be filled in to meet the surrounding ground level and the Alley shall be left in a neat and safe condition reasonably satisfactory to the City.
 - e) Owner shall not suffer any mechanic's or materialman's liens of any kind to be enforced against the Alley for any work done or materials furnished at Owner's request. If any such liens are filed, Owner shall bond or remove them within sixty (60) days of learning of the same, at Owner's expense, and shall pay any judgment which may be entered in connection therewith.
 - f) Should Owner fail, neglect or refuse to do so, the City, after giving Owner twenty (20) business days written notice, shall have the right to pay any amount required to release any such liens or to defend any action brought and to pay any judgment entered. Owner shall be liable to the City for all costs, damages, reasonable attorney's fees and any amounts expended in defending any proceedings or in payment of any of said liens or judgment. The City may post and maintain upon the property notices of non-responsibility as provided by applicable law.
8. **Permitted Uses and Restriction on Use** – The Owner may use the alley for the purposes of vehicular and pedestrian ingress, egress and access to the Development, including installation of pavement, and for the maintenance, snow removal and repair of the Alley. The Alley shall be open and available to the public at all times and the City shall have exclusive authority with respect to all parking restrictions and enforcement. Owner agrees not to conduct any activities on or about the Alley that constitute waste or nuisance or any activities which constitute a continuing or repeated and unreasonable annoyance of which the City is notified by the owners or occupants of neighboring property or other members of the public.
9. **Indemnification**- In consideration of City allowing Owner to construct and maintain the Improvements on City property, Owner agrees to indemnify and hold harmless City from and against any and all claims of liability for any injury or damage to any person or property arising from the Improvements constructed, installed and maintained on City property. Owner shall further indemnify and hold City harmless from and against any and all claims arising from any breach or default in the performance of any obligation on Owner's part to be performed under this Agreement, or arising from any negligence of Owner or Owner's agents, contractors or employees and from and against all costs, attorney's fees, expenses and liabilities incurred in the defense of any such action or proceeding brought thereon. In the event any action or proceeding is brought against City by reason of such claim, Owner, upon notice from City, shall defend City at Owner's expense by counsel satisfactory to City. Owner, as a material part of the consideration to City, hereby assumes all risk of damages to property or injury to persons in, upon or about the Improvements constructed, installed

and maintained on City property arising from the construction, installation and maintenance of said Improvements and Owner hereby waives all claims in respect thereof against City.

10. **Compliance with Laws** - The Permitted Use of the Alley shall conform to all applicable zoning laws and regulations. Owner shall comply, at Owner's expense with all applicable laws, regulations, rules and orders with respect to the use of the Alley, regardless of when they become or became effective, including, without limitation, those relating to construction, grading, signage, health, safety, noise, environmental protection, hazardous materials, waste disposal and water and air quality, and shall furnish reasonably satisfactory evidence of such compliance upon the written request of the City.

11. **Notices**-All notices required or permitted to be given under this Agreement shall be in writing and mailed postage prepaid by certified or registered mail, return receipt requested, or by personal delivery or by overnight courier, to the appropriate address indicated below or at such other place or places as either party may from time to time designate in written notice given to the other. Notices shall be deemed sufficiently served four days after the date of mailing or upon personal delivery.

The City:

To Owner:

City of Ketchum
Post Office Box 2315
Ketchum, Idaho 83340

Residences at One Twenty Owners Association
PO Box 5793
Ketchum, ID 83340

12. **Assignment** - Owner shall have the right to assign and transfer this Agreement to any party who purchases one hundred (100%) of the Development, upon receiving the written consent of the City, which consent to assign shall not be unreasonably withheld or delayed. The City and any subsequent assignee may not consent to subsequent modifications to this License with assignees, sublessors or successors of Owner without notifying Owner and obtaining Owner's consent thereto.

13. **No Waiver**- No waiver of any default or breach of any covenant of this Agreement by either party shall be implied from any omission by either party to take action on account of such default other than the default specified in the waiver, and then the waiver shall be operative only for the time and to the extent stated. Waivers of any covenant, term or condition by either party shall not be construed as waivers of any subsequent breach of the same covenant, term or condition. The consent or approval by either party to or for any act by either party requiring further consent or approval shall not be deemed to waive or render unnecessary that party's consent or approval to or

of any subsequent similar acts.

14. **Severability** - Each provision of this Agreement is intended to be severable. If any term or provision of this Agreement shall be determined by a court of competent jurisdiction to be illegal or invalid for any reason whatsoever, such provision shall be severed from this Agreement and shall not affect the validity of the remainder of this Agreement.
15. **Attorney's Fees** - If any legal proceeding should be instituted by either of the parties to enforce the terms of this Agreement or to determine the rights of the parties under this Agreement, the party in the proceeding shall receive, in addition to all court costs, reasonable attorney's fees.
16. **No Costs to the City** - Except as expressly set forth in this Agreement to the contrary, Owner shall bear all costs and expenses of any kind or nature in connection with Owner's use of the Alley.
17. **Waiver of Liability** - Neither the City nor any of its council members, commissions, departments, boards, officers, agents or employees, when acting of the City behalf, shall be liable for any damage to the property of Owner or its Agents, or for any bodily injury or death to such persons resulting or arising from the condition of the Alley or its use by Owner, or if such damage occurs before the Effective Date, unless caused by the intentional acts of the City nor any of its council members, commissions, departments, boards, officers, agents or employees.
18. **Non-Discrimination** - Owner shall not, in the operation and use of the Alley, discriminate against any person or group of persons solely because of race, color, creed, national origin, ancestry, age, sex, or disability.
19. **Governing & Law** - The rights and liability of the parties under this Agreement shall be interpreted in accordance with the laws of the State of Idaho. The Venue shall be in the Idaho 5th Judicial District, Blaine County, Idaho.
20. **Taxes** - Any and all real property tax or any other form of tax assessed or imposed against the Alley arising out of or attributable to Owner's use shall be borne by Owner.
21. **Utilities** - Owner shall pay for all water, gas, heat, light, power, telephone, and other utilities and services applied to the Alley and used by Owner or its Agents, together with any taxes thereon.
22. **Successors and Assigns** - This Agreement shall be binding upon and inures to the

benefit of each of the parties hereto and their respective successors and assigns.

23. **Interpretation/Amendment**-This Agreement constitutes the complete expression of the agreement between the parties hereto and supersedes any prior agreements, whether written or oral, concerning the subject of this Agreement which are not fully expressed herein. Any addition to, deletion from, termination' extension or any other modification or to this Agreement must be in writing signed by the party against whom such modification operates.

24. **Recordation** - Upon execution of this Agreement, the City shall duly record the Agreement in the public records of Blaine County, Idaho and shall thereafter promptly submit a conformed copy of the same to Owner.

IN WITNESS WHEREOF, the parties have executed this License Agreement as of the day and year first written above by their duly authorized representatives.

OWNER:

CITY OF KETCHUM:

By: _____

By: _____

Neil Bradshaw, Mayor

ATTEST:

Trent Donat
City Clerk

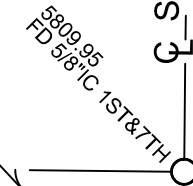
STATE OF _____)
) ss.
County of _____.)

On this _____ day of _____, 2023, before me, the undersigned Notary Public in and for said State, personally _____ to me to be the person who executed the foregoing instrument and acknowledged to me that he executed the same.

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

Notary Public for _____
Residing at _____
Commission expires _____

EXHIBIT “A”



NOTES

1. The purpose of this map is to show topographical information as it existed on the date the field survey was performed. Changes may have occurred to site conditions since survey date (12/28/2020).
2. Boundary information is based on Found Monumentation. Please refer to the Official Map of the Village of Ketchum, Instr#302967, records of Blaine County, Idaho.
3. Underground utility locations are based on above ground appurtenances / utilities visible at the time of the survey, and underground utility locates performed for previous work, and City maps. Utilities should be located prior to any excavation.
4. Galena Engineering Inc. has not received a Title Policy from the client and has not been requested to obtain one. Relevant information that may be contained within a Title Policy may therefore not appear on this map and may affect items shown hereon. It is the responsibility of the client to determine the significance of the Title Policy information and determine whether it should be included. If the client desires for the information to be included they must furnish said information to Galena Engineering, Inc. and request it be added to the map.
5. Benchmark is top of 5/8" rebar marking the intersection of 8th Street and Washington Avenue, elevation = 5807.89. Point elevations shown are truncated (i.e. 19.2 is 5819.2). Vertical Datum is NAVD 1988.

PURPOSE:

NO	DATE	BY
----	------	----

TOPO

A TOPOGRAPHIC MAP SHOWING
LOT 5, BLOCK 33, CITY OF KETCHUM
780 N 1ST AVENUE

LOCATED WITHIN SECTION 13, T 4 N., R. 17 E., B.M., CITY OF KETCHUM, BLAINE COUNTY, IDAHO
PREPARED FOR GALENA PEAK PARTNERS/ HOLLIS RUMPELTES ARCHITECTS



DESIGNED BY
CT
DRAWN BY
SMF
CHECKED BY

GALENA
ENGINEERING, INC.
Civil Engineers & Land Surveyors

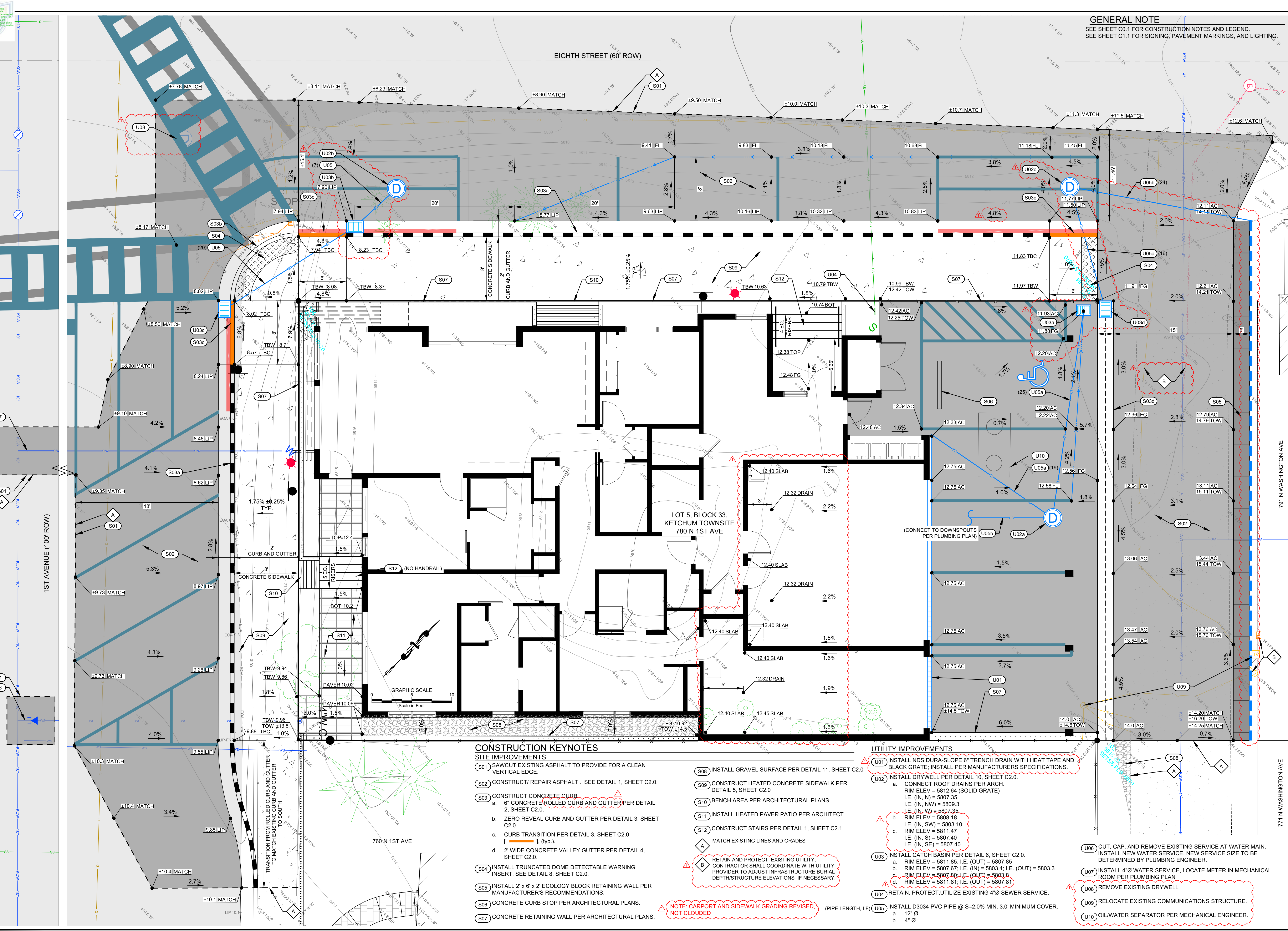
317 N. River Street
Hailey, Idaho 83333
(208) 788-1705
email: galena@galena-engineering.com

EXHIBIT “B”

City of Ketchum
Approval:
These plans for the proposed project are submitted for review and approval by the City of Ketchum. The City of Ketchum is not responsible for the accuracy or completeness of the information on the approved plans. The City of Ketchum is not responsible for the accuracy or completeness of the information on the approved plans. The City of Ketchum is not responsible for the accuracy or completeness of the information on the approved plans.

BLD2116-00016
11/17/21

REUSE OF DRAWINGS: These drawings, or any portion thereof, shall not be used on any project or extension of this Project except by agreement in writing with Galena Engineering, Inc.



SITE, GRADING, AND DRAINAGE PLAN
780 N 1ST AVENUE
LOCATED WITHIN SECTION 13, T.4 N., R.17 E., B.M., CITY OF KETCHUM, BLAINE COUNTY, IDAHO
PREPARED FOR GALENA PEAK PARTNERS

PROJECT INFORMATION
C:\Users\Admin\Desktop\5555-02.dwg Construction\5555-02 ENG BASE 20210811 no ADA.dwg 11/01/21 10:09:21 AM

ORIGINAL SIGNED BY
SAMANTHA STAHLNECKER
DATE ORIGINAL SIGNED:
11/01/2021

PROFESSIONAL ENGINEER
LICENSED
17618
STATE OF IDAHO
SAMANTHA STAHLNECKER

ORIGINAL ON FILE AT
OFFICE OF GALENA
ENGINEERING
(HAILEY, ID)

SKS
DESIGNED BY
SKS
DRAWN BY
SKS
CHECKED BY

GALENA
ENGINEERING, INC.
Civil Engineers & Land Surveyors
317 N. River Street
Hailey, Idaho 83333
(208) 768-1705
email: galena@galena-engineering.com

PURPOSE: 09.22.2021 ISSUE FOR BUILDING PERMIT

NO.	DATE	BY	REVISIONS
1	11/01/2021	SKS	RESPONSES TO CITY ENGINEERING REVIEW DATED 10/25/21

C1.0

WHEN RECORDED, PLEASE RETURN TO:

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

RIGHT-OF-WAY ENCROACHMENT AGREEMENT #24897

THIS AGREEMENT, made and entered into this ____ day of ____, 2023, by and between the CITY OF KETCHUM, IDAHO, a municipal corporation ("Ketchum"), whose address is Post Office Box 2315, Ketchum, Idaho and The Residences at One Twenty Owners Association ("Owner") whose mailing address is PO Box 5793, Ketchum, ID 83340.

RECITALS

WHEREAS, Owner is the owner of real property located at 120 8th Street and legally described as Ketchum Townsite Lot 5 Blk 33 ("Subject Property"), located within the City of Ketchum, State of Idaho; and

WHEREAS, Owner wishes to permit placement of snowmelt within the sidewalk areas adjacent to the property along First Ave and Eight Streets. These improvements are shown in Exhibit "A" attached hereto and incorporated herein (collectively referred to as the "Improvements"); and,

WHEREAS, Ketchum finds that said Improvements will not impede the use of said public right-of-way at this time subject to the terms and provisions of this Agreement;

WHEREAS, the Owner will construct the sidewalk, street, curb and gutter and any landscaping as depicted in Exhibit A, as acceptable to the Streets and Facilities Director;

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

TERMS AND CONDITIONS

1. Ketchum shall permit Owner to install snowmelt within the sidewalk areas as identified in Exhibit "A" within the public right-of-way on N 1st Ave and 8th Streets adjacent to the subject property, until notified by Ketchum to remove the infrastructure at which time Owner shall remove infrastructure at Owner's expense.
2. Owner shall be responsible for the maintenance of said Improvements and shall repair said improvements within 10 days upon notice from Ketchum that repairs are needed. Any modification to the improvements identified in Exhibit "A" shall be approved by the City of Ketchum prior to any modifications taking place.
3. Snowmelt systems installed in the public right-of-way shall be installed and operate at all times during the winter according to the following:

- The system shall meet the requirements of the International Energy Conservation Code (2018 IECC, 403.12.2)
- The system shall have an electronic main control board to operate the system that is programmable and optimizes the way the system functions.
- Installation of in-ground control sensors linked to the main control board that detect snow and ice on the surface, monitor the sidewalk or driveway temperature, and automatically activates the system to be turned on or off based on the snow condition and air temperature.

4. Owner shall be responsible for restoring the sidewalk, curb and gutter and landscaping that is altered due to the construction and installation of the Improvements, to the satisfaction of the Director of Streets and Facilities.

5. In consideration of Ketchum allowing Owner to maintain the Improvements in the public right-of-way, Owner agrees to indemnify and hold harmless Ketchum from and against any and all claims of liability for any injury or damage to any person or property arising from the Improvements constructed, installed and maintained in the public right-of-way. Owner shall further indemnify and hold Ketchum harmless from and against any and all claims arising from any breach or default in the performance of any obligation on Owner's part to be performed under this Agreement, or arising from any negligence of Owner or Owner's agents, contractors or employees and from and against all costs, attorney's fees, expenses and liabilities incurred in the defense of any such action or proceeding brought thereon. In the event any action or proceeding is brought against Ketchum by reason of such claim, Owner, upon notice from Ketchum, shall defend Ketchum at Owner's expense by counsel satisfactory to Ketchum. Owner, as a material part of the consideration to Ketchum, hereby assumes all risk of damages to property or injury to persons in, upon or about the Improvements constructed, installed and maintained in the public right-of-way arising from the construction, installation and maintenance of said Improvements and Owner hereby waives all claims in respect thereof against Ketchum.

6. Ketchum shall not be liable for injury to Owner's business or loss of income therefrom or for damage which may be sustained by the person, goods, wares, merchandise or property of Owner, its tenants, employees, invitees, customers, agents or contractors or any other person in or about the Subject Property caused by or resulting from the Improvements constructed, installed, removed or maintained in the public right-of-way.

7. Owner understands and agrees that by maintaining the Improvements in the public right-of-way pursuant to this Agreement, Owner obtains no claim or interest in said public right-of-way which is adverse to that of Ketchum and that Owner obtains no exclusive right to said public right-of-way nor any other right to use the public right-of-way not specifically described herein.

8. In the event either party hereto retains an attorney to enforce any of the rights, duties and obligations arising out of this Agreement, the prevailing party shall be entitled to recover from the non-prevailing party reasonable attorney's fees at the trial and appellate levels and, whether or not litigation is actually instituted.

9. This Agreement shall be governed by, construed, and enforced in accordance with the laws and decisions of the State of Idaho. Venue shall be in the District Court of the fifth Judicial District of the State of Idaho.

10. This Agreement sets forth the entire understanding of the parties hereto and shall not be changed or terminated orally. It is understood and agreed by the parties hereto that there are no verbal promises or implied promises, agreements, stipulations or other representations of any kind or character pertaining to the Improvements maintained in the public right-of-way other than as set forth in this Agreement.

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

12. Successors and Assigns - This Agreement shall be binding upon and inures to the benefit of each of the parties hereto and their respective successors and assigns.

13. This Agreement shall be recorded with the Blaine County Recorder by Ketchum.

14. The parties fully understand all of the provisions of this Agreement, and believe them to be fair, just, adequate, and reasonable, and accordingly accept the provisions of this Agreement freely and voluntarily.

OWNER:

CITY OF KETCHUM:

By: _____
Print: _____

By: _____
Neil Bradshaw
Its: Mayor

Attest: _____
Trent Donat, City Clerk

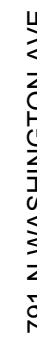
STATE OF _____,)
County of _____,) ss.
County of _____.

On this ____ day of _____, 2023, before me, the undersigned Notary Public in and for said State, personally appeared _____, known to me to be the person who executed the foregoing instrument and acknowledged to me that he executed the same.

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


Notary Public for _____
Residing at _____
Commission expires _____

EXHIBIT “A”



SITE, GRADING, AND DRAINAGE PLAN
780 N 1ST AVENUE
LOCATED WITHIN SECTION 13, T.4 N., R.17 E., B.M., CITY OF KETCHUM, BLAINE COUNTY, IDAHO
PREPARED FOR GALENA PEAK PARTNERS

ORIGINAL SIGNED BY
SAMANTHA STAHLNECKE
DATE ORIGINAL SIGNED:
11/01/2021



A circular professional engineer license seal for the State of Idaho. The outer ring contains the text "PROFESSIONAL ENGINEER" at the top and "SAMANTHA STAHLNECKER" at the bottom. The inner ring contains the text "LICENSED" at the top and "STATE OF IDAHO" at the bottom. In the center of the seal is the license number "17618".

ORIGINAL ON FILE AT
OFFICE OF GALENA
ENGINEERING
(HAILEY, ID)

SKS
DESIGNED BY

SKS
DRAWN BY

SKS
CHECKED BY

GALENA
ENGINEERING, INC.
Civil Engineers & Land Surveyors
317 N. River Street
Hailey, Idaho 83333
(208) 788-1705

[illegible]

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City of Ketchum

CITY COUNCIL MEETING AGENDA MEMO

Meeting Date: December 4, 2023 Staff Member/Dept: Rian Rooney / Housing Department

Agenda Item: Public Hearing and Consideration of Fee Resolution to Amend Community Housing In-Lieu Fee

Recommended Motion:

I move to adopt resolution 24-001 establishing a new in-lieu fee for Community Housing of \$741/sf, effective January 1, 2024.

Reasons for Recommendation:

- Idaho State Law requires a public hearing be conducted for any new fee or fee increase greater than 5%. Staff is proposing a fee increase of \$741, a 65% increase from the current fee of \$450.
- KMC 17.124.040.B.2.c states that the in-lieu fee shall be recommended by the governing housing authority *on an annual basis* and adopted by the City Council. The last fee update occurred in 2021 and went into effect in January 2022.

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

Fee Resolution

Fees charged by the City are established via a resolution of the City Council. Resolution 15-018 established the first citywide fee resolution for the City of Ketchum. The fee resolution has been periodically updated to add new fees or modify existing ones. Attached is the full fee schedule with the proposed change to the Community Housing In-Lieu fee highlighted. No other changes to the City's fee schedule are proposed.

Background

On October 16, City of Ketchum Staff presented a workshop to the City Council regarding the Community Housing Fee-in-lieu update. The staff report from that workshop is attached to this packet and includes additional background on the City's fee-in-lieu program, history, and analysis of inputs/assumptions and recommended update. At the October 16 workshop, staff recommended an in-lieu fee of \$747/square foot, based on the existing model. One key adjustment that staff recommended to the assumed inputs – different from previous years -- was to narrow the real estate transaction data to only properties up to 3 bedrooms in size (removing all transactions of 4+ bedrooms from the dataset).

At the October 16 workshop, City Council directed staff to issue a public notice for a Fee Resolution at this December 4 meeting to consider an update to the fee-in-lieu. City Council also encouraged additional engagement on the fee-in-lieu update with the Technical Advisory Group.

On November 16, staff presented background and proposed changes to the fee-in-lieu to the Technical Advisory Group. Reactions from the Technical Advisory Group to the proposed change were mixed. Most of the reflections were less concerned with the methodology and assumptions than the potential impact of the fee increase itself. Comments included:

- Concerns that increase to the fee-in-lieu, combined with other current and upcoming regulatory changes, could result in financial infeasibility of the FAR Exceedance Program and in market development at 1.0 FAR.
- Suggestion that if the goal of the FAR Exceedance Program is to get community housing units constructed, then making the fee less attractive could be effective.
- Feedback that developers don't like to put Category 4 ownership units in buildings because they cause affordability challenges related to HOA fees. Suggestion to incentivize rentals over condominiums.
- Suggestion to do the update annually, which could result, in some years, in the fee going down.
- Higher in-lieu fees could result in higher market per/sf prices. \$450/sf is currently working with market prices at \$1,500 - \$2,000/sf.

Staff recognizes the need to reassess both the density bonus program (FAR Exceedance) and the fee-in-lieu methodology. Staff intends to undertake this analysis and update alongside the Comprehensive Plan and Zoning Ordinance updates over the next few years.

Update to Recommendation

Since initial calculation of the in-lieu-fee prior to the October 16 workshop, staff recognized one challenge with the home sales data. For several properties of 3 bedrooms or greater, no data is reported for the HOA fee. This is a limitation of the data, and the "blanks" could be due to several factors, including 1) single-family residences that are not in HOAs 2) new construction where HOA dues have not been established. The October analysis of median HOA fees excluded these data points in calculating the median for Studios through 3 Bedrooms (\$439). An alternative calculation assumes that "blanks" are zeros and are included in the median calculation. This alternative results in an HOA median monthly fee of \$418. Staff recommends making this adjustment, as most of the large units without a listed HOA fee are single family residences, which are less likely to be part of an HOA.

Based on the above recommended adjustment, the new fee-in-lieu recommendation is \$741/square foot. This represents an adjustment of 65% from the current \$450, and 23% from the proposed 2021 rate of \$603.

City of Ketchum In-lieu Fee Calculation Worksheet

(Affordability Gap Method)

Market Rate Median Price*	\$969,000
Market Rate Median Size (Livable sq. ft.)	1,163
Market Rate Median Price per Square Foot*	\$864

Affordable Purchase Price	\$179,481
Target Square Footage for Community Housing	817
Affordable Price Per Square Foot	\$220

Affordability Gap (Purchase Price)	\$789,519
Affordability Gap (Price per Livable sq.ft.)	\$644
Administrative Fee (15%)	\$97

2023 Payment In-lieu (per sq.ft.)	\$741
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*MLS Sold Data September 2022 - August 2023

Effective Date

Staff proposes that any change to the fee-in-lieu should go into effect on January 1, 2024. Applications for Final Design Review that are complete (fees paid, all requirements submitted) prior to January 1, 2024 would be considered vested under the current fee of \$450/sf.

Sustainability Impact:

None OR state impact here: None.

Financial Impact:

None OR Adequate funds exist in account:	Increasing the community housing fee-in-lieu may increase the balance of the City of Ketchum in-lieu fund, however this is dependent on whether developers elect to build housing or pay the fee-in-lieu.
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Attachments:

1. October 16 Fee-in-Lieu Workshop Staff Report
2. Draft Resolution 24-001 – Fee Resolution to Update Community Housing In-Lieu Fee



City of Ketchum

CITY COUNCIL MEETING AGENDA MEMO

Meeting Date: October 16, 2023 Staff Member/Dept: Rian Rooney / Housing Department

Agenda Item: Housing Fee-in-lieu Update Workshop

Recommended Motion:

No action. Staff is bringing an analysis of the housing fee-in-lieu to the City Council for direction on recommending an update and preparing a fee resolution for review and approval at a future meeting.

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

Introduction and History

The City of Ketchum adopted Ordinance 994 in 2006 establishing a community housing density bonus incentive which provided for an increased floor area ratio (FAR) in exchange for community housing. Changes have been made to the original requirement and Ketchum Municipal Code (KMC) Section 17.124.040 reflects the current standards. An applicant may satisfy the community housing requirement in different ways. One way is to contribute a housing in-lieu fee. Under KMC 17.124.040.B.2.c, the in-lieu fee shall be recommended by the governing housing authority **on an annual basis** and adopted by the City Council. The last fee update occurred in 2021 and went into effect in January 2022. Prior to that update, the last fee update occurred in 2016.

The purpose of the density bonus incentive “is to encourage new development to include a reasonable supply of affordable and resident occupied workforce housing for sale or rent, to help meet the demand and needs for housing of the community's employees.” A project may exceed the permitted FAR within the city's Community Core (CC-1 and CC-2), Tourist (T, T-3000, and T-4000), and General Residential – High Density (GR-H) zone districts subject to review and approval of the project design by the Planning and Zoning Commission.

Projects taking advantage of the increased FAR must provide a certain square footage of community housing per the calculation outlined in KMC 17.124.040 or KMC 17.124.050 for hotels. The requirement may be satisfied by one or a combination of the following:

- Provide community housing on-site
- Construction of community housing off-site, within the city limits
- Acquisition of existing housing stock subject to City approval
- Land conveyance to the city
- Pay a fee-in-lieu of community housing

In-lieu fees are calculated using a dollar per square foot rate. In-lieu fee payments are required prior to issuance of the building permit for the project.

2021 Fee Update

The current in-lieu fee is \$450 per square foot, which was raised from the rate of \$238 per square foot established in 2016. However, the fee per square foot that BCHA and staff calculated and recommended using the existing fee methodology during the 2021 update was \$603. At the time of review in 2021, the City Council concluded that, due to the lapse in time since the last update (2016), the housing fee-in-lieu should be set at approximately 75% of the recommended rate.

The 2021 update followed the process below:

July-October 2021	Staff and BCHA conducted market research and a peer cities analysis to aid in updating the current rate adopted in January 2016
October 1st 2021	Draft information package sent to the development community for feedback, announcing City Council meeting on October 18th
October 18, 2021	City Council meeting to discuss revised fee – council requested additional information including a 5-year trend analysis, sensitivity analysis for key assumptions, and an example project
November 18, 2021	City Council meeting to review additional information and provide direction to staff. City Council determined: <ul style="list-style-type: none">• That existing methodology and using all sales for median market rate purchase price would be retained for fee update.• Provided direction to host a Community Workshop where open dialogue can occur between council and stakeholders to better understand concerns and receive feedback on final assumptions
December 13, 2021	Community Workshop for discussion with the community and provide direction to staff on next steps
December 20, 2021	Staff presents fee resolution to City Council recommending housing in-lieu fee of \$450 per square foot. City Council approves update with effective date of January 1, 2022.

2021 Methodology Analysis

BCHA has used the same general methodology for determining the in-lieu fee since 2015. The methodology is not based directly on the cost of construction of housing units, but instead is a gap analysis between the cost of market rate housing in Ketchum and what a Category 4 household can reasonably afford. During the 2021 fee update, BCHA and staff assessed the fee methodology and numeric assumptions for the City of Ketchum against eight jurisdictions in Colorado, Wyoming, and Idaho. Subsequently, staff, the City Council and the community reviewed many of the numeric inputs in the methodology, and staff provided a sensitivity analysis of adjustments to the assumptions. Based on this analysis, BCHA and staff ultimately recommended retention of the existing fee methodology, with changes to the following assumptions:

- *Target Community Housing Unit Size.* The 2016 fee was set using a target community housing unit size of 1,250 square feet. This number was not generated through a review of existing deed restricted units but seen as an industry standard at the time. Staff and BCHA calculated the average unit size for all for-sale units in the City of Ketchum, resulting in a median unit size of 908 square feet. Staff were supportive of using the revised square footage of 908 rather than the initial 1,250 square feet as it is based on existing data (median unit size) which can be updated over time using established information.

- *Interest Rate.* The 2016 fee was set using a flat interest rate of 6.5%. In October 2021, staff and BCHA recommended using a 20-year average interest rate, rather than a flat rate. Feedback from the development community indicated a 5-year average interest rate is more realistic provided the fee is updated more regularly. Staff and BCHA were supportive of using a 5-year interest rate as the rate will be based on published interest rates and can be updated based on established information.
- *Administrative fee.* BCHA recommended increasing the administrative fee to 15% from the 10% used in 2016. Staff was supportive of this increase as administrative and soft costs associated with development of housing are often 20% of construction costs. BCHA recommended the increase in consideration of the escalation in administrative costs for the city, BCHA, or future community housing developers to construct and manage community housing units.

Recommended Update

BCHA and staff have analyzed the updated market data (September 2022 – August 2023) necessary to update the fee-in-lieu. BCHA first reviewed the fee based on the latest recommended assumptions from the 2021 process (described above). Using the recommended assumptions from the 2021 process, the fee-in-lieu would increase to \$830, an 84% increase from the current rate of \$450 (and a 38% increase from the originally recommended update of \$603).

Staff and BCHA next looked at the key numeric inputs contributing to the proposed rate:

- *Market Rate Median Price per Square Foot.* With the significant rise in home sale prices in 2022 and 2023, the market median price per square foot in Ketchum in the study period increased to \$938. This is up 43% from the price used in the 2021 analysis (\$658).
 - o During the 2021 update process, some community members questioned the use of all Ketchum market sales data for the purpose of determining the fee-in-lieu, arguing that the highest end luxury homes are so expensive per square foot that they are not valid for comparisons for community housing development costs. While staff and BCHA have argued that the use of medians in these calculations helps to eliminate these outliers, in this year's analysis BCHA and staff analyzed the price per square foot if units are excluded that have more than 3 bedrooms, as existing community housing units range in size from studio to 3 bedrooms and the needs assessment determined that there isn't substantial need for units with more than 3 bedrooms. With this adjustment to the input data, the market median price per square foot is \$864, a 31% increase from the 2021 figure.
 - o Consistent with this change, staff and BCHA also recommend updating the inputs for the monthly HOA dues analysis to be limited to Studio to 3 Bedroom units. This results in a slight increase from \$432 to \$439, but both analyses reflect a significant increase in HOA costs since the 2021 analysis (\$312).
- *Target Square Footage for Community Housing.* During the 2021 process, staff and BCHA recommended shifting the target size from 1,250 sf to the median size of existing community housing units. In the latest analysis, median community housing unit size decreased from 908 sf to 817 sf since 2021. Staff continues to support this approach.
- *5 Year Average Adjusted Interest Rate.* Due to the recent increases in interest rates, the adjusted 5-year average (which includes the average interest rate of 2023 through August) is 4.34%. At the time of the 2021 calculation, interest rates were still at historic lows. The current 5-year average interest rate does not reflect the reality of current interest rates, but it does represent diminished purchasing power for borrowers, adding to the affordability gap and higher fee calculation.
 - o Staff and BCHA recommend continuing to use the 5-year average adjusted interest rate, as recommended by the development community during the 2021 update process.

Based on the above recommended adjustments from staff, the 2023 fee-in-lieu would be \$747/square foot. This represents an adjustment of 66% from the current \$450, and 23% from the proposed 2021 rate of \$603.

Next Steps

Staff recognize that there needs to be a larger overhaul of the density bonus program – specifically with (1) the equation that determines how much floor area needs to be dedicated to community housing, (2) the requirement for only category 4, rather than category 4 being an average or using another mechanism to achieve an income mix among units and (3) removing the staff, council, and developer burden of negotiating the type of community housing units during every FAR Exceedance Agreement approval. To that end, staff are adding a general program update to the workplan timed with Comprehensive Plan density discussions. In the short term, staff can proceed with proposing changes to #2 above regarding mixed incomes, which would be processed with the Planning and Zoning Commission's input.

In the meantime, staff recommend moving forward with a fee resolution to update the fee-in-lieu to the new fee of \$747 (or another number that the Council is comfortable with). This requires a public hearing with two weeks of public notice, which could be scheduled for the next Council meeting on November 6.

Sustainability Impact:

None OR state impact here: None.

Financial Impact:

None OR Adequate funds exist in account:	Increasing the community housing fee-in-lieu may increase the balance of the City of Ketchum in-lieu fund, however this is dependent on whether developers elect to build housing or pay the fee-in-lieu.
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Attachments: None

RESOLUTION NUMBER 24-001

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KETCHUM, IDAHO AMENDING THE FEE SCHEDULE AND CHARGES FOR ALL CITY DEPARTMENTS AND ESTABLISHING POLICIES FOR COLLECTING FEES

WHEREAS, the City incurs administrative costs in processing applications, enforcing codes, administering regulations, maintaining facilities, monitoring project development, engaging the public, reviewing proposals, providing support, and conducting required inspections; and

WHEREAS, the Ketchum Municipal Code authorizes the establishment and adoption of fees to cover the administrative costs of reviewing applications for any service provided by the City of Ketchum; and

WHEREAS, each department within the City of Ketchum organization has quantified the costs of processing and administering each application specific to that department; and

WHEREAS, the City of Ketchum adopted Resolution 15-018 establishing the first citywide fee resolution on August 24th, 2015; and

WHEREAS, the City Council approved changes to Resolution 15-018 at the May 2, 2016 Regular Meeting and directed staff to bring back a revised resolution for adoption at a Special Meeting of the City Council on May 5, 2016; and

WHEREAS, the City Council approved Resolution 16-006 at a Special Meeting of the City Council on May 5, 2016; and

WHEREAS, the City Council approved additional amendments to the fee resolution on June 6, 2016 and adopted Resolution 16-008; and

WHEREAS, the City Council approved additional amendments to the fee resolution on September 18, 2017, and adopted Resolution 17-011, thereby establishing the citywide fee resolution; and

WHEREAS, the City Council approved additional amendments to the fee resolution on April 16, 2018, and adopted Resolution 18-012, thereby establishing the citywide fee resolution; and

WHEREAS, the City Council approved additional amendments to the fee resolution on August 20, 2018, and adopted Resolution 18-020, thereby establishing the citywide fee resolution; and

WHEREAS, the City Council approved additional amendments to the fee resolution on December 3, 2018, and adopted Resolution 18-031, thereby establishing the citywide fee resolution; and

WHEREAS, the City Council approved additional amendments to the fee resolution at a Regular meeting on October 21, 2019, and adopted Resolution 19-024, thereby establishing the citywide fee resolution; and

WHEREAS, the City Council approved additional amendments to the fee resolution at a Regular meeting on November 18, 2019, and adopted Resolution 19-029, thereby establishing the citywide fee resolution; and

WHEREAS, the City Council approved additional amendments to the fee resolution at a Regular meeting on January 6, 2020, and adopted Resolution 20-005, thereby establishing the citywide fee resolution; and

WHEREAS, the City Council considers additional amendments to the fee resolution at a Regular meeting on September 21, 2020, through Resolution 20-023; and

WHEREAS, the City Council considers additional amendments to the fee resolution at a Regular meeting on October 18, 2021, through Resolution 21-015.

WHEREAS, the City Council considers additional amendments to the fee resolution at a Regular meeting on December 20, 2021, through Resolution 22-013.

WHEREAS, the City Council considers additional amendments to the fee resolution at a Regular meeting on March 7, 2022, through Resolution 22-016.

WHEREAS, the City Council considers additional amendments to the fee resolution at a Regular meeting on July 18, 2022, through Resolution 22-021.

WHEREAS, the City Council considers additional amendments to the fee resolution at a Regular Meeting on July 17, 2023, through Resolution 23-009.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and the City Council of Ketchum, Idaho that the City Council hereby rescinds all existing fee schedules established and adopted prior to the date of this resolution in their entirety and establishes a comprehensive fee schedule for all city fees in the sections provided below in this resolution.

This Resolution will be in full force and effect, following adoption, the 1st day of January 2024.

ATTEST:

CITY OF KETCHUM

Trent Donat, City Clerk

Neil Bradshaw, Mayor

Highlighting indicates a new fee or a fee increcese of greater than 5%

Department	Program	Fee Description	FY 2024 Adopted Fee Amount	FY 2024 Proposed Fee Amount	Change %
Planning & Building	Building	\$1.00 to \$500.00= (1) Building permit valuation shall include the total value of the work for which a permit is being issued, including materials and labor. The building official may require documentation of the building permit valuation as necessary to ensure correct valuation of project.	\$ 24.50	\$ 24.50	0%
Planning & Building	Building	\$501.00 to \$2,000.00= (1)	\$24.50 for the first \$500.00 plus \$3.25 for each additional \$100.00, or fraction thereof, to and including \$2,000.00	\$24.50 for the first \$500.00 plus \$3.25 for each additional \$100.00, or fraction thereof, to and including \$2,000.00	0%
Planning & Building	Building	\$2001.00 to \$25,000.00=(1)	\$72.50 for the first \$2,000.00 plus \$14.50 for each additional \$1,000.00, or fraction thereof, to and including \$25,000.00	\$72.50 for the first \$2,000.00 plus \$14.50 for each additional \$1,000.00, or fraction thereof, to and including \$25,000.01	0%
Planning & Building	Building	\$25,001.00 to \$50,000.00= (1)	\$409.50 for the first \$25,000.00 plus \$10.50 for each additional \$1,000.00, or fraction thereof, to and including \$50,000.00	\$409.50 for the first \$25,000.00 plus \$10.50 for each additional \$1,000.00, or fraction thereof, to and including \$50,000.01	0%
Planning & Building	Building	\$50,001.00 to \$100,000.00= (1)	\$672.75 for the first \$50,000.00 plus \$7.50 for each additional \$1,000.00, or fraction thereof, to and including \$100,000.00	\$672.75 for the first \$50,000.00 plus \$7.50 for each additional \$1,000.00, or fraction thereof, to and including \$100,000.01	0%
Planning & Building	Building	\$100,001.00 to \$500,000.00= (1)	\$1038.50 for the first \$100,000.00 plus \$5.75 for each additional \$1,000.00, or fraction thereof, to and including \$500,000.00	\$1038.50 for the first \$100,000.00 plus \$5.75 for each additional \$1,000.00, or fraction thereof, to and including \$500,000.01	0%
Planning & Building	Building	\$500,001.00 to \$1,000,000.00= (1)	\$3,379.25 for the first \$500,000.00 plus \$5.00 for each additional \$1,000.00, or fraction thereof, to and including \$1,000,000.00	\$3,379.25 for the first \$500,000.00 plus \$5.00 for each additional \$1,000.00, or fraction thereof, to and including \$1,000,000.01	0%
Planning & Building	Building	\$1,000,000.00 and up= (1)	\$5,861.00 for the first \$1,000,000.00 plus \$3.75 for each additional \$1,000.00, or fraction thereof	\$5,861.00 for the first \$1,000,000.00 plus \$3.75 for each additional \$1,000.00, or fraction thereof	0%
Planning & Building	Building	Plan Check Fee - Building	70% of Permit Fee	65% of permit fee	0%
Planning & Building	Building	Plan Check Fee - Planning	65% of Permit Fee	70% of building plan check fee	0%
Planning & Building	Building	Plan Check Fee - Fire	Same as P&Z Plan Check Fee	70% of building plan check fee	0%

Highlighting indicates a new fee or a fee increcese of greater than 5%

Department	Program	Fee Description	FY 2024 Adopted Fee	FY 2024 Proposed Fee	Change %
			Amount	Amount	
Planning & Building	Building	Building Permit Modification - Minor <i>(as determined by the Administrator)</i>	\$ 250.00	\$ 500.00	0%
Planning & Building	Building	Building Permit Modification - Major <i>(as determined by the Administrator, full plan check fees may be assessed based on size of modification)</i>	\$ 450.00	\$ 1,500.00	0%
Planning & Building	Other	Inspections outside of normal business hours (minimum charge --two hours) <i>(2) or the total hourly cost to the jurisdiction, whichever is the greatest. This cost shall include supervision, overhead, equipment, hourly wages</i>	\$ 60.00	\$ 60.00	0%
Planning & Building	Other	Re-inspection fees assessed under provisions of Section 109.7 <i>(2)</i>	\$ 60.00	\$ 60.00	0%
Planning & Building	Other	Inspections for which no fee is specifically indicated (minimum charge -- one-half hour) <i>(2)</i>	\$ 60.00	\$ 60.00	0%
Planning & Building	Other	Additional and partial inspections above the minimum required by the building codes may be charged (minimum charge--one hour) <i>(2)</i>	\$ 60.00	\$ 60.00	0%
Planning & Building	Other	Hourly Rate for Review of Changes, Additions or Revisions to Plans	\$ 100.00	\$ 100.00	0%
Planning & Building	Other	Additional costs incurred by the City for security <i>(2)</i>	\$ 100.00	\$ 100.00	0%
Planning & Building	Other	agreements and other similar processes (minimum charge) <i>(2)</i>	\$ 1,002.00	\$ 1,002.00	0%
Planning & Building	Other	For use of outside consultants for plan checking and inspections, or both <i>(3) Actual costs include administrative and overhead costs.</i>	Actual Costs	Actual Costs	0%
Planning & Building	Other	Penalty for commencement of work without a building permit + additional stop work order and violation fees allowed for int Ketchum Municipal Code, Section 15.04.030)	\$ 1,000.00	\$ 1,000.00	0%
Planning & Building	Other	Deferred submittals, per each submittal	25% of Plan review fee	25% of Plan review fee	0%
Planning & Building	Other	Temporary Certificate of Occupancy (non-refundable) (per week)	\$ 1,000.00	\$ 1,000.00	0%
Planning & Building	Other	Alternative Energy System Installation- <i>Fee covers one inspection. Additional inspections shall be charged at the rate identified in Other Inspection and Fees.</i>	\$ 100.00	\$ 100.00	0%
Planning & Building	Other	Demolition Fee <i>(A security agreement equaling 150% of the estimated demolition cost is required for all demoliton permits.)</i>	\$ 750.00	\$ 750.00	0%
Planning & Building	Design Review	Pre-Application Design Review	\$ 3,300.00	\$ 3,300.00	0%
Planning & Building	Design Review	Mountain Overlay Design Review	\$ 4,800.00	\$ 4,800.00	0%
Planning & Building	Design Review	Final Design Review	\$ 3,900.00	\$ 3,900.00	0%
Planning & Building	Design Review	Administrative Design Review	\$ 500.00	\$ 500.00	0%
Planning & Building	Design Review	Administrative Design Review - in Mountain Overlay and/or Avalance Overlay	\$ 1,500.00	\$ 1,500.00	0%
Planning & Building	Design Review	Hotel Pre-Application Design Review	\$ 7,000.00	\$ 7,000.00	0%
Planning & Building	Design Review	Hotel Design Review	\$ 9,000.00	\$ 9,000.00	0%
Planning & Building	Design Review	Request to Alter or Demolish a Historic Structure	\$ 1,800.00	\$ 1,800.00	0%
Planning & Building	Subdivision	Land Subdivision: Preliminary Plat	\$ 2,900.00	\$ 2,900.00	0%
Planning & Building	Subdivision	Condo/Townhome Subdivision: Preliminary Plat	\$ 3,300.00	\$ 3,300.00	0%
Planning & Building	Subdivision	Land Subdivision: Final Plat	\$ 2,000.00	\$ 2,000.00	0%
Planning & Building	Subdivision	Condo/Townhome Subdivision: Final Plat	\$ 2,000.00	\$ 2,000.00	0%
Planning & Building	Subdivision	Planned Unit Development (PUD)	\$ 12,500.00	\$ 12,500.00	0%
Planning & Building	Subdivision	Planned Unit Development (PUD)- Minor Amendment	\$ 4,500.00	\$ 4,500.00	0%
Planning & Building	Subdivision	Planned Unit Development (PUD)- Major Amendment	\$ 9,000.00	\$ 9,000.00	0%
Planning & Building	Subdivision	Hotel Planned Unit Development (PUD)	\$ 12,500.00	\$ 12,500.00	0%
Planning & Building	Subdivision	Readjustment of Lot Lines (Lot Line Shift)	\$ 1,700.00	\$ 1,700.00	0%
Planning & Building	Subdivision	Vacation	\$ 5,500.00	\$ 5,500.00	0%
Planning & Building	Floodplain Development Permits	Streambank Alteration	\$ 5,700.00	\$ 5,700.00	0%
Planning & Building	Floodplain Development Permits	Emergency Streambank Alteration Permit	\$ 1,500.00	\$ 1,500.00	0%
Planning & Building	Floodplain Development Permits	Emergency Flood Protection Permit	\$ -	\$ -	0%
Planning & Building	Floodplain Development Permits	Floodplain Development Permit - Residential	\$ 2,700.00	\$ 2,700.00	0%
Planning & Building	Floodplain Development Permits	Floodplain Development Permit - Subdivision	\$ 6,300.00	\$ 6,300.00	0%
Planning & Building	Floodplain Development Permits	Floodplain Development Permit - Non-residential and Mixed Use	\$ 4,800.00	\$ 4,800.00	0%

Highlighting indicates a new fee or a fee increcese of greater than 5%

Department	Program	Fee Description	FY 2024 Adopted Fee Amount	FY 2024 Proposed Fee Amount	Change %
Planning & Building	Floodplain Development Permits	Floodplain Development Permit - interior remodel, new structures/additions entirely outside of floodplain	\$ 1,800.00	\$ 1,800.00	0%
Planning & Building	Floodplain Development Permits	Minor Riparian Alteration – removal of hazard trees (up to four trees), minor maintenance of riparian trees and vegetation	\$ 350.00	\$ 350.00	0%
Planning & Building	Floodplain Development Permits	Major Riparian Alteration – Application applies to vegetation within 25 feet of mean high water mark. This application covers the removal of more than four (4) trees or major maintenance of riparian trees and vegetation.	\$ 700.00	\$ 700.00	0%
Planning & Building	Other Permits	Administrative Use Permit	\$ 500.00	\$ 500.00	0%
Planning & Building	Other Permits	Sign Permit	\$ 250.00	\$ 250.00	0%
Planning & Building	Other Permits	Fence Permit	\$ 150.00	\$ 150.00	0%
Planning & Building	Other Permits	Conditional Use Permit	\$ 3,200.00	\$ 3,200.00	0%
Planning & Building	Other Permits	Conditional Use Permit - Daycare Businesses	\$ 300.00	\$ 300.00	0%
Planning & Building	Other Permits	Conditional Use Permit Amendment	\$ 2,200.00	\$ 2,200.00	0%
Planning & Building	Other Permits	Variance	\$ 2,300.00	\$ 2,300.00	0%
Planning & Building	Other Permits	Appeals	\$ 5,000.00	\$ 5,000.00	0%
Planning & Building	Other Permits	Off-Site Vendor - New	\$ 1,100.00	\$ 1,100.00	0%
		Off-Site Vendor - Renewal	\$ 750.00	\$ 750.00	0%
		Grading	\$ 850.00	\$ 850.00	0%
Planning & Building	Other Permits	Wireless Communications Facility Master Plan	\$ 1,800.00	\$ 1,800.00	0%
Planning & Building	Other Permits	Wireless Communications Facility Permit	\$ 800.00	\$ 800.00	0%
Planning & Building	Other Permits	Off-site Commerical/Neighborhood Snow Storage Permit - Administrative	\$ 500.00	\$ 500.00	0%
Planning & Building	Other Permits	Listing a Historic Structure/Site	\$ 2,200.00	\$ 2,200.00	0%
Planning & Building	Other Permits	Development Agreement-Rezone	\$ 10,000.00	\$ 10,000.00	0%
Planning & Building	Other Permits	Development Agreement - Non-Rezone	\$ 5,000.00	\$ 5,000.00	0%
Planning & Building	Other Permits	Development Agreement Amendment - Minor	\$ 3,000.00	\$ 3,000.00	0%
Planning & Building	Other Permits	Development Agreement Amendment - Major	\$ 5,000.00	\$ 5,000.00	0%
Planning & Building	Other Permits	Residential Annexation	\$ 5,688.00	\$ 5,688.00	0%
Planning & Building	Other Permits	Commercial Annexation	\$ 12,655.00	\$ 12,655.00	0%
Planning & Building	Other Permits	Mixed-Use Annexation (residental & commerical)	\$ 12,655.00	\$ 12,655.00	0%
Planning & Building	Amendments	Comprehensive Plan Amendment	\$ 7,000.00	\$ 7,000.00	0%
Planning & Building	Amendments	Zoning/Subdivision Text Amendment	\$ 9,500.00	\$ 9,500.00	0%
Planning & Building	Amendments	Zone Change Request	\$ 6,000.00	\$ 6,000.00	0%
Planning & Building	Miscellaneous	Consultant Review Fee	100% of actual costs incurred	100% of actual costs incurred	0%
Planning & Building	Miscellaneous	Community Housing In-lieu Fee	\$ 450.00	\$ 741.00	39%
Planning & Building	Impact Fees	Fire Development Impact Fees Single Family	\$ 2,092.00	\$ 2,092.00	0%
Planning & Building	Impact Fees	Fire Development Impact Fees Multi Family per unit	\$ 1,616.00	\$ 1,616.00	0%
Planning & Building	Impact Fees	Fire Development Impact Fees Commercial per square foot	\$ 0.45	\$ 0.45	0%
Planning & Building	Impact Fees	Parks Development Impact Fees Single Family	\$ 1,047.00	\$ 1,047.00	0%
Planning & Building	Impact Fees	Parks Development Impact Fees Multi Family per unit	\$ 809.00	\$ 809.00	0%
Planning & Building	Impact Fees	Parks Development Impact Fees Commercial per square foot	\$ -	\$ -	0%
Planning & Building	Impact Fees	Police Development Impact Fees Single Family	\$ 104.00	\$ 104.00	0%
Planning & Building	Impact Fees	Police Development Impact Fees Multi Family per unit	\$ 80.00	\$ 80.00	0%
Planning & Building	Impact Fees	Police Development Impact Fees Commercial per square foot	\$ 0.22	\$ 0.22	0%
Planning & Building	Impact Fees	Streets Development Impact Fees Single Family	\$ 4,492.00	\$ 4,492.00	0%
Planning & Building	Impact Fees	Streets Development Impact Fees Multi Family per unit	\$ 3,471.00	\$ 3,471.00	0%

Highlighting indicates a new fee or a fee increcese of greater than 5%

Department	Program	Fee Description	FY 2024 Adopted Fee		FY 2024 Proposed Fee		Change %
			Amount		Amount		
Planning & Building	Impact Fees	Streets Development Impact Fees Commercial per square foot	\$	0.97	\$	0.97	0%
Fire & Rescue	Automatic Fire Alarm Systems	Single Family Residential Installations under 4,000 sq. ft.	\$	100.00	\$	100.00	0%
Fire & Rescue	Automatic Fire Alarm Systems	Single Family Residential Installations over 4,000 sq. ft.	\$	200.00	\$	200.00	0%
Fire & Rescue	Automatic Fire Alarm Systems	Multi Family and Commercial Installations up to 6,000 sq. ft.	\$	200.00	\$	200.00	0%
Fire & Rescue	Automatic Fire Alarm Systems	Multi Family and Commercial Installations 5,000 - 20,000 sq. ft.	\$	350.00	\$	350.00	0%
Fire & Rescue	Automatic Fire Alarm Systems	Multi Family and Commercial Installations over 20,000 sq. ft.	\$	500.00	\$	500.00	0%
Fire & Rescue	Automatic Fire Alarm Systems	Modification (including TI), 1-24 devices	\$	100.00	\$	100.00	0%
Fire & Rescue	Automatic Fire Alarm Systems	Modification (including TI), 25 or more devices	\$	250.00	\$	250.00	0%
Fire & Rescue	Automatic Fire Alarm Systems	Existing Component Modification	\$	100.00	\$	100.00	0%
Fire & Rescue	Automatic Fire Alarm Systems	Component Addition to Existing System	\$	200.00	\$	200.00	0%
Fire & Rescue	Automatic Fire Alarm Systems	Fire Alarm Inspections (all) per hour	\$	75.00	\$	75.00	0%
Fire & Rescue	Automatic Suppression Systems	Single Family Residential Installations under 6,000 sq. ft.	\$	150.00	\$	150.00	0%
Fire & Rescue	Automatic Suppression Systems	Single Family Residential Installations over 6,000 sq. ft.	\$	250.00	\$	250.00	0%
Fire & Rescue	Automatic Suppression Systems	Multi Family and Commercial Installations up to 6,000 sq. ft.	\$	150.00	\$	150.00	0%
Fire & Rescue	Automatic Suppression Systems	Multi Family and Commercial Installation 6,000 - 20,000 sq. ft.	\$	250.00	\$	250.00	0%
Fire & Rescue	Automatic Suppression Systems	Multi Family and Commercial Installation 20,001 - 40,000 sq. ft.	\$	500.00	\$	500.00	0%
Fire & Rescue	Automatic Suppression Systems	Multi Family and Commercial Installation over 40,000 sq. ft.	\$	800.00	\$	800.00	0%
Fire & Rescue	Automatic Suppression Systems	Modification, 1-10 Heads	\$	150.00	\$	150.00	0%
Fire & Rescue	Automatic Suppression Systems	Modification, 10 or more Heads	\$	300.00	\$	300.00	0%
Fire & Rescue	Automatic Suppression Systems	Per Head fee for all Plan Checks	\$	1.00	\$	1.00	0%
Fire & Rescue	Automatic Suppression Systems	Fire Suppression System Inspections (all) per hour	\$	75.00	\$	75.00	0%
Fire & Rescue	Automatic Suppression Systems	Fire Flow Tests (beyond one included in plan review or other)	\$	150.00	\$	150.00	0%
Fire & Rescue	Sandpipe System Permits	New Installation	\$	250.00	\$	250.00	0%
Fire & Rescue	Sandpipe System Permits	Modification	\$	100.00	\$	100.00	0%
Fire & Rescue	Sandpipe System Permits	Per Hose Connection for New and Existing Systems	\$	10.00	\$	10.00	0%
Fire & Rescue	Sandpipe System Permits	Standpipe System Inspections	\$	75.00	\$	75.00	0%
Fire & Rescue	Alternative Fire-Extinguishing System Perr	Clean Agent System Plan Check	\$	500.00	\$	500.00	0%
Fire & Rescue	Alternative Fire-Extinguishing System Perr	Clean Agent System Modification	\$	200.00	\$	200.00	0%
Fire & Rescue	Alternative Fire-Extinguishing System Perr	New Installation: Commercial Kitchen Fire Suppression (per system)	\$	200.00	\$	200.00	0%
Fire & Rescue	Alternative Fire-Extinguishing System Perr	Modification to a Commercial Kitchen Fire Suppression System	\$	100.00	\$	100.00	0%
Fire & Rescue	Alternative Fire-Extinguishing System Perr	Inspections (per hour)	\$	75.00	\$	75.00	0%
Fire & Rescue	Alternative Fire-Extinguishing System Perr	Modification to any Alternative Fire-Extinguishing System	\$	100.00	\$	100.00	0%
Fire & Rescue	Fire Pump Permits	New Installation	\$	300.00	\$	300.00	0%
Fire & Rescue	Fire Pump Permits	Modification	\$	100.00	\$	100.00	0%
Fire & Rescue	Fire Pump Permits	Inspections (per hour)	\$	75.00	\$	75.00	0%
Fire & Rescue	Solar Photovoltaic System Permits	New Installation and Plan Review	\$	200.00	\$	200.00	0%
Fire & Rescue	Solar Photovoltaic System Permits	Modification to Existing System	\$	100.00	\$	100.00	0%
Fire & Rescue	Solar Photovoltaic System Permits	Inspections (per hour)	\$	75.00	\$	75.00	0%
Fire & Rescue	Flammable & Combustible Liquid Tank Pe	New Installation - Each Tank	\$	300.00	\$	300.00	0%
Fire & Rescue	Flammable & Combustible Liquid Tank Pe	Modification – Each Tank	\$	100.00	\$	100.00	0%
Fire & Rescue	Flammable & Combustible Liquid Tank Pe	Removal – Each Tank	\$	100.00	\$	100.00	0%
Fire & Rescue	L-P Gas System Permits	New Installation – Storage and/or dispensing	\$	300.00	\$	300.00	0%
Fire & Rescue	L-P Gas System Permits	Modification – Storage and/or dispensing	\$	100.00	\$	100.00	0%
Fire & Rescue	L-P Gas System Permits	New Installation - Prefilled Portable Cylinders for Consumer Exchange	\$	100.00	\$	100.00	0%
Fire & Rescue	Compressed Gases Systems Permit	New Installation	\$	300.00	\$	300.00	0%
Fire & Rescue	Compressed Gases Systems Permit	Modification	\$	100.00	\$	100.00	0%

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Department	Program	Fee Description	FY 2024 Adopted Fee		FY 2024 Proposed Fee		Change %
			Amount		Amount		
Fire & Rescue	Medical Gas Systems Permit	New Installation	\$	300.00	\$	300.00	0%
Fire & Rescue	Medical Gas Systems Permit	Modification	\$	100.00	\$	100.00	0%
Fire & Rescue	Spring, Dipping or Powder Coating Permit	New Installation - Spray Area, Spray Room, Spray Booth, Dip Tank or Mixing Room	\$	300.00	\$	300.00	0%
Fire & Rescue	Spring, Dipping or Powder Coating Permit	Modification - Spray Area, Spray Room, Spray Booth, Dip Tank or Mixing Room	\$	100.00	\$	100.00	0%
Fire & Rescue	Hazardous Materials Permit	Annual Fee to Store, Transport On-Site, Dispense, Use or Handle Hazardous Materials	\$	150.00	\$	150.00	0%
Fire & Rescue	Hazardous Materials Permit	HMIS Assessment (minimum one hour) (per hour)	\$	75.00	\$	75.00	0%
Fire & Rescue	Hazardous Materials Permit	HMMP Assessment (minimum one hour) (per hour)	\$	75.00	\$	75.00	0%
Fire & Rescue	Hazardous Materials Permit	New Installation - HazMat Container, Tank or Process	\$	200.00	\$	200.00	0%
Fire & Rescue	Hazardous Materials Permit	Modification - HazMat Container, Tank or Process	\$	100.00	\$	100.00	0%
Fire & Rescue	Other Fire Code Permits	Carbon Dioxide Systems	\$	200.00	\$	200.00	0%
Fire & Rescue	Other Fire Code Permits	Firefighter Air System (FAS)	\$	500.00	\$	500.00	0%
Fire & Rescue	Other Fire Code Permits	Public Safety Radio Amplification System	\$	500.00	\$	500.00	0%
Fire & Rescue	Other Fire Code Permits	Smoke Control/Management System	\$	300.00	\$	300.00	0%
Fire & Rescue	Other Fire Code Permits	Battery System (UPS)	\$	300.00	\$	300.00	0%
Fire & Rescue	Other Fire Code Permits	High-Piled Storage Plan (minimum one hour) (per hour)	\$	75.00	\$	75.00	0%
Fire & Rescue	Other Fire Code Permits	Other fire code related permits as set forth in IFC Section 105.7 (minimum one hour) (per hour)	\$	75.00	\$	75.00	0%
Fire & Rescue	Other Fire Code Permits	Annual operational permits as set forth in IFC Section 105.6	\$	100.00	\$	100.00	0%
Fire & Rescue	Inspection & Standby Fees	Re-inspection fees (minimum one hour) (per hour)	\$	75.00	\$	75.00	0%
Fire & Rescue	Inspection & Standby Fees	Additional inspections required by changes, additions, or revisions (minimum one hour) (per hour)	\$	75.00	\$	75.00	0%
Fire & Rescue	Inspection & Standby Fees	After Hours Inspections (based on staff availability, minimum two hours) (per hour)	\$	150.00	\$	150.00	0%
Fire & Rescue	Inspection & Standby Fees	Investigation inspection fee (work commencing before permit issuance - IFC 106.3)	\$	300.00	\$	300.00	0%
Fire & Rescue	Inspection & Standby Fees	Investigation inspection fee (removal of Stop Work Order - IFC 112)	\$	300.00	\$	300.00	0%
Fire & Rescue	Inspection & Standby Fees	Firewatch, standby firefighters and/or emergency medical personnel and apparatus as required by the <i>fire</i>	ICMA		ICMA		0%
Fire & Rescue	Inspection & Standby Fees	<i>marshal</i> . Use current IDL ICMA cost per firefighter/paramedic and fire truck/ambulance.	RATES		RATES		0%
Fire & Rescue	Temporary Use Permit Fees	Temporary Use - Carnival, Fair, Circus, Haunt or Other Public Special Event - 30 Days	\$	200.00	\$	200.00	0%
Fire & Rescue	Temporary Use Permit Fees	Temporary Use - Amusement Building - 30 Days (must have sprinkler system 3103.3.1)	\$	500.00	\$	500.00	0%
Fire & Rescue	Temporary Use Permit Fees	Temporary Use - Fuel Tank & Dispensing	\$	100.00	\$	100.00	0%
Fire & Rescue	Temporary Use Permit Fees	Temporary Use - LP Gas - Construction Site Use of Containers Over 100 lbs.	\$	100.00	\$	100.00	0%
Fire & Rescue	Temporary Use Permit Fees	Temporary Use - Tent or Membrane Structure >400 sq. ft. -Additional Tents(s) per event \$50 ea.	\$	100.00	\$	100.00	0%
Fire & Rescue	Temporary Use Permit Fees	Temporary Use - Special Event Structure >400 sq. ft.	\$	100.00	\$	100.00	0%
Fire & Rescue	Temporary Use Permit Fees	Temporary Use - Outdoor Assembly Event where planned attendance exceeds 1000 persons	\$	200.00	\$	200.00	0%
Fire & Rescue	Temporary Use Permit Fees	Temporary Use - Pyrotechnics Display	\$	200.00	\$	200.00	0%
Fire & Rescue	Temporary Use Permit Fees	Other fire code related temporary use permits not listed (minimum one hour) (per hour)	\$	75.00	\$	75.00	0%
Fire & Rescue	Emergency Fire Alarm Response Fees	First 3 alarms per year	\$	-	\$	-	0%
Fire & Rescue	Emergency Fire Alarm Response Fees	4 th alarm per calendar year	\$	200.00	\$	200.00	0%
		Each additional alarm per calendar year progressively increases at \$200.00 increments for each additional					
Fire & Rescue	Emergency Fire Alarm Response Fees	fire alarm, by alarm number	\$	200.00	\$	200.00	0%
Fire & Rescue	Burn Response Fees	Responses caused by burning without a permit. Use current IDL ICMA cost per firefighter/paramedic and	ICMA		ICMA		0%
Fire & Rescue	Burn Response Fees	fire truck/ambulance	RATES		RATES		0%
Fire & Rescue	Burn Response Fees	Responses to wildland or structure fire caused by an illegal burn. Use current IDL ICMA cost per	ICMA		ICMA		0%
Fire & Rescue	Burn Response Fees	firefighter/paramedic and fire truck/ambulance	RATES		RATES		0%
		Violation of the Fire Code (\$250.00 per violation, per day) Each day in which a violation occurs, after due					
Fire & Rescue	Fire Code Violations	notice has been served, shall constitute a separate offense	\$	250.00	\$	250.00	0%
Recreation	Youth Fees After School	Full season (school year)	\$	755.00	\$	755.00	0%
Recreation	Youth Fees After School	Per month	\$	105.00	\$	105.00	0%
Recreation	Youth Fees After School	Per day	\$	15.00	\$	15.00	0%

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Department	Program	Fee Description	FY 2024 Adopted Fee Amount	FY 2024 Proposed Fee Amount	Change %
Recreation	Youth Fees After School	Out-of-school and extra activities, cost is activity dependent	\$40.00-\$65.00	\$40.00-\$65.00	0%
Recreation	Youth Fees After School	Swimming (6 weeks session)	\$90.00	\$90.00	0%
Recreation	Youth Fees After School	Additional after school activities	\$80.00	\$80.00	0%
Recreation	Youth Fees Summer	Full summer (ten weeks M-Th)	\$1,100.00	\$1,100.00	0%
Recreation	Youth Fees Summer	Per week (M-TH)	\$155.00	\$155.00	0%
Recreation	Youth Fees Summer	Per day (drop-in)	\$40.00	\$40.00	0%
Recreation	Youth Fees Summer	Swimming (10 weeks session)	\$150.00	\$150.00	0%
Recreation	Youth Fees Summer	Friday Adventures (requires individual registration) cost depends on activity	\$40.00-\$65.00	\$40.00-\$65.00	0%
Recreation	Park Reservations	100 people or fewer-1/2 day rate up to 4 hours	\$80.00	\$80.00	0%
Recreation	Park Reservations	101 people or more-1/2 day rate up to 4 hours	\$160.00	\$160.00	0%
Recreation	Park Reservations	100 people or fewer-Full day rat up to 8 hours	\$160.00	\$160.00	0%
Recreation	Park Reservations	101 people or more-Full Day Rate up to 8 hours	\$320.00	\$320.00	0%
Recreation	Park Reservations	Refundable Security Deposit (over 100 people)	\$250.00	\$250.00	0%
Recreation	User Fees	Athletic fields and facilities (per two hours)	\$80.00	\$80.00	0%
Recreation	User Fees	Recreation Center (per two hours)	\$60.00	\$60.00	0%
Recreation	User Fees	Recreation Center Security Deposit	\$150.00	\$150.00	0%
			Fees are determined by staff according to current Park Reservations, athletic field and Recreation Center Fee Schedules	Fees are determined by staff according to current Park Reservations, athletic field and Recreation Center Fee Schedules	0%
Recreation	User Fees	Public Park Areas			
Administrative	Special Events	Street Party Application Fee	\$100.00	\$100.00	0%
Administrative	Special Events	Block Party Application Fee	\$50.00	\$50.00	0%
Administrative	Special Events	Category A – application fee	\$100.00	\$100.00	0%
Administrative	Special Events	Category B – application fee	\$400.00	\$400.00	0%
Administrative	Special Events	Category C – application fee	\$800.00	\$800.00	0%
Administrative	Special Events	Facility Fee(per day)	\$150.00	\$150.00	0%
Administrative	Special Events	Visitor Center Window Advertising Permit	\$75.00	\$75.00	0%
Administrative	Special Events	Music License Fee (per day)	\$10.00	\$10.00	0%
Administrative	Special Events	Street Closure for Designated Event Location	\$100.00	\$100.00	0%
Administrative	Special Events	Street Closure for Non-Designated Event Location	\$500.00	\$500.00	0%
Administrative	Special Events	Refundable Security Deposit (Street Party & Small Events)	\$250.00	\$250.00	0%
Administrative	Special Events	Refundable Security Deposit (Medium & Large Events)	\$500.00	\$500.00	0%
Administrative	Film Permits	Motion: City Property including rights-of-way(per day)	\$400.00	\$400.00	0%
Administrative	Film Permits	Still: City Property including rights-of-way (per day)	\$200.00	\$200.00	0%
			All memorials are cost-specific and determined by Department Director or designee	All memorials are cost-specific and determined by Department Director or designee	0%
Administrative	Memorials and Donations	Benches, trees, tables, property, etc.			
		Tree Removal Permit (allows contractor to remove a public tree upon outside request with permission(per occurrence)	\$50.00	\$50.00	0%
Administrative	Tree Services	Tree Permit (allows contractor to perform work on public trees with permission (per fiscal year)	\$50.00	\$50.00	0%
Street	Permits	Banner Install/Remove	\$175.00	\$175.00	0%
Street	Permits	Right of Way Encroachment Agreement	\$475.00	\$475.00	0%

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Department	Program	Fee Description	FY 2024 Adopted Fee	FY 2024 Proposed Fee	Change %
			Amount	Amount	
Street	Permits	Temporary Use of the Right of Way Permit (TURP)	\$ 100.00	\$ 100.00	0%
Street	Permits	Dig Permit	\$ 50.00	\$ 50.00	0%
Street	Permits	Barricade Rental	\$ 20.00	\$ 20.00	0%
Street	Permits	Security Agreement/Performance Bond Processing Fee	\$ 100.00	\$ 100.00	0%
			In addition to connection fees in table 4-D	In addition to connection fees in table 4-D	0%
Water	Fees	City water tap and corporation stop installation			
Water	Fees	1” tap	\$ 203.00	\$ 203.00	0%
Water	Fees	1 ½” tap	\$ 220.00	\$ 220.00	0%
Water	Fees	2” tap	\$ 247.00	\$ 247.00	0%
			Time and material cost to city	Time and material cost to city	0%
Water	Fees	Non-Standard Connection Fee	Meter cost + \$40; check with Water Division for current meter costs	Meter cost + \$40; check with Water Division for current meter costs	0%
			Meter cost + \$40; check with Water Division for current meter costs	Meter cost + \$40; check with Water Division for current meter costs	0%
Water	Fees	Water Meter Fee – 1” Water Meter	Meter cost + \$40; check with Water Division for current meter costs	Meter cost + \$40; check with Water Division for current meter costs	0%
			Meter cost + \$40; check with Water Division for current meter costs	Meter cost + \$40; check with Water Division for current meter costs	0%
Water	Fees	Water Meter Fee – 1.5” R2 Water Meter	Meter cost + \$40; check with Water Division for current meter costs	Meter cost + \$40; check with Water Division for current meter costs	0%
			Meter cost + \$40; check with Water Division for current meter costs	Meter cost + \$40; check with Water Division for current meter costs	0%
Water	Fees	Water Meter Fee – 1.5” C2 Water Meter	Meter cost + \$40; check with Water Division for current meter costs	Meter cost + \$40; check with Water Division for current meter costs	0%
			Meter cost + \$40; check with Water Division for current meter costs	Meter cost + \$40; check with Water Division for current meter costs	0%
Water	Fees	Water Meter Fee – 2” R2 Water Meter	Meter cost + \$40; check with Water Division for current meter costs	Meter cost + \$40; check with Water Division for current meter costs	0%
			Meter cost + \$40; check with Water Division for current meter costs	Meter cost + \$40; check with Water Division for current meter costs	0%
Water	Fees	Water Meter Fee – 2” C2 Water Meter	Meter cost + \$40; check with Water Division for current meter costs	Meter cost + \$40; check with Water Division for current meter costs	0%
			Meter cost + \$40; check with Water Division for current meter costs	Meter cost + \$40; check with Water Division for current meter costs	0%
Water	Fees	Water Meter Fee – 3” Water Meter + up			
Water	Fees	Water Meter Vaults	\$ 1,100.00	\$ 1,100.00	0%
Water	Fees	Fire Line Permit Fee	\$ 253.00	\$ 253.00	0%
Water	Fees	Turn-On Fee	\$ 25.00	\$ 25.00	0%
Water	Fees	Turn-Off Fee	\$ 25.00	\$ 25.00	0%
Water	Fees	Water User Charges – Metered Users Base charge (residential or commercial)	\$ 15.28	\$ 15.28	0%
Water	Fees	1,000 – 8,000 Additional Gallons per 1,000 gallons	\$ 1.31	\$ 1.31	0%
Water	Fees	8,001 – 20,000 Additional Gallons per 1,000 gallons	\$ 2.57	\$ 2.57	0%
Water	Fees	20,001 – 32,000 Additional Gallons per 1,000 gallons	\$ 3.03	\$ 3.03	0%
Water	Fees	32,001 – 44,000 Additional Gallons per 1,000 gallons	\$ 3.50	\$ 3.50	0%
Water	Fees	44,001 – 56,000 Additional Gallons per 1,000 gallons	\$ 3.96	\$ 3.96	0%
Water	Fees	56,001 – 68,000 Additional Gallons per 1,000 gallons	\$ 4.42	\$ 4.42	0%
Water	Fees	68,001 – 80,000 Additional Gallons per 1,000 gallons	\$ 4.88	\$ 4.88	0%
Water	Fees	80,001 – 92,000 Additional Gallons per 1,000 gallons	\$ 5.49	\$ 5.49	0%
Water	Fees	92,000 – 104,000 Additional Gallons per 1,000 gallons	\$ 6.10	\$ 6.10	0%
Water	Fees	104,001 – 116,000 Additional Gallons per 1,000 gallons	\$ 6.71	\$ 6.71	0%
Water	Fees	116,001 – 128,000 Additional Gallons per 1,000 gallons	\$ 7.33	\$ 7.33	0%

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Department	Program	Fee Description	FY 2024 Adopted Fee	FY 2024 Proposed Fee	Change %
			Amount	Amount	
Water	Fees	128,001 – 140,000 Additional Gallons per 1,000 gallons	\$ 7.94	\$ 7.94	0%
Water	Fees	140,001 – 152,000 Additional Gallons per 1,000 gallons	\$ 8.55	\$ 8.55	0%
Water	Fees	>152,000 Additional Gallons per 1,000 gallons	\$ 9.16	\$ 9.16	0%
Water	User Charges-Flat Rate	Residential-First five (5) cold water taps or less Each additional cold water tap (per month, per unit)	\$ 26.31	\$ 26.31	0%
Water	User Charges-Flat Rate	Residential-Each additional cold water tap (per month, per unit)	\$ 2.43	\$ 2.43	0%
Water	User Charges-Flat Rate	Residential-Irrigation and sprinkling per each 1,000 square feet of lot area (per month, per unit)	\$ 0.87	\$ 0.87	0%
Water	User Charges-Flat Rate	Commercial-First five (5) cold water taps or less Each additional cold water tap (per month, per unit)	\$ 40.38	\$ 40.38	0%
Water	User Charges-Flat Rate	Commercial-Each additional cold water tap (per month, per unit)	\$ 3.36	\$ 3.36	0%
Water	User Charges-Flat Rate	Commercial-Irrigation and sprinkling per each 1,000 square feet of lot area (per month, per unit)	\$ 0.88	\$ 0.88	0%
Water	User Fees	Fire User Charge 2” Connection (per month)	\$ 8.62	\$ 8.62	0%
Water	User Fees	Fire User Charge 4” Connection (per month)	\$ 17.54	\$ 17.54	0%
Water	User Fees	Fire User Charge 6” Connection (per month)	\$ 35.24	\$ 35.24	0%
Water	User Fees	Fire User Charge 8” Connection (per month)	\$ 52.09	\$ 52.09	0%
Water	User Fees	Fire User Chage 10” Connection (per month)	\$ 70.52	\$ 70.52	0%
Water	User Fees	Fire User Charge 12” Connection (per month)	\$ 87.27	\$ 87.27	0%
Water	User Fees	Tank Truck Fill Fee	Fee determined by amount	Fee determined by amount	0%
Water	User Fees	Use of Fire Hydrant Charge (per day)	\$ 25.00	\$ 25.00	0%
Water	Connection Fees	Meter 1” scale factor 1.00	\$ 3,816.00	\$ 3,816.00	0%
Water	Connection Fees	Meter 1.5” scale factor 2.25	\$ 8,586.00	\$ 8,586.00	0%
Water	Connection Fees	Meter 2” scale factor 4.00	\$ 15,264.00	\$ 15,264.00	0%
Water	Connection Fees	Meter 3” scale factor 9.00	\$ 34,344.00	\$ 34,344.00	0%
Water	Connection Fees	Meter 4” scale factor 16.00	\$ 61,056.00	\$ 61,056.00	0%
Water	Connection Fees	Meter 6” scale factor 36.00	\$ 137,376.00	\$ 137,376.00	0%
Wastewater	Fees	Service Inspection Fee	\$ 40.00	\$ 40.00	0%
Wastewater	Sewer User Fees	11-Single family home	\$ 43.94	\$ 43.94	0%
Wastewater	Sewer User Fees	12-Multiple living unit	\$ 43.94	\$ 43.94	0%
Wastewater	Sewer User Fees	13-Motel / hotel (first unit)	\$ 43.94	\$ 43.94	0%
Wastewater	Sewer User Fees	15-Office building / 1,500 square feet	\$ 43.94	\$ 43.94	0%
Wastewater	Sewer User Fees	16-Retail sales / 3,000 square feet	\$ 43.94	\$ 43.94	0%
Wastewater	Sewer User Fees	17-Restaurant / cafe per seat with or without a trap	\$ 4.34	\$ 4.34	0%
Wastewater	Sewer User Fees	20-Retail food / 1,500 square feet	\$ 43.94	\$ 43.94	0%
Wastewater	Sewer User Fees	21-Barber shop / per chair	\$ 21.95	\$ 21.95	0%
Wastewater	Sewer User Fees	22-Beauty salon / per operator	\$ 43.94	\$ 43.94	0%
Wastewater	Sewer User Fees	26-Dry cleaners	\$ 87.85	\$ 87.85	0%
Wastewater	Sewer User Fees	27-Garage / mechanical per 1,500 square feet	\$ 87.85	\$ 87.85	0%
Wastewater	Sewer User Fees	28-Laundries	\$ 175.76	\$ 175.76	0%
Wastewater	Sewer User Fees	29-Bank	\$ 87.85	\$ 87.85	0%
Wastewater	Sewer User Fees	30-School / per 50 students	\$ 43.94	\$ 43.94	0%
Wastewater	Sewer User Fees	31-Swimming pool / private / 500 square feet	\$ 10.92	\$ 10.92	0%
Wastewater	Sewer User Fees	32-Beer, wine, liquor	\$ 87.85	\$ 87.85	0%
Wastewater	Sewer User Fees	33-Theater / per screen	\$ 87.85	\$ 87.85	0%
Wastewater	Sewer User Fees	35-Nursery school	\$ 87.85	\$ 87.85	0%
Wastewater	Sewer User Fees	36-Church	\$ 87.85	\$ 87.85	0%
Wastewater	Sewer User Fees	37-Lodge / private / 3,000 square feet	\$ 87.85	\$ 87.85	0%
Wastewater	Sewer User Fees	39-Dentist / doctor/ per medical doctor	\$ 47.29	\$ 47.29	0%

Highlighting indicates a new fee or a fee increcese of greater than 5%

Department	Program	Fee Description	FY 2024 Adopted Fee		FY 2024 Proposed Fee		Change %
			Amount		Amount		
Wastewater	Sewer User Fees	40-Car wash with recycle	\$	47.29	\$	47.29	0%
Wastewater	Sewer User Fees	41-Hospital / per bed	\$	8.76	\$	8.76	0%
Wastewater	Sewer User Fees	42-Bowling alley / per lane	\$	17.56	\$	17.56	0%
Wastewater	Sewer User Fees	43-Car wash without recycle / per bay	\$	87.78	\$	87.78	0%
Wastewater	Sewer User Fees	44-Commercial / 3,000 square feet	\$	43.94	\$	43.94	0%
Wastewater	Sewer User Fees	45-Photo development lab	\$	87.78	\$	87.78	0%
Wastewater	Sewer User Fees	46-Gas station with public restrooms	\$	87.85	\$	87.85	0%
Wastewater	Sewer User Fees	47-Warehouse / 6,000 square feet	\$	43.94	\$	43.94	0%
Wastewater	Sewer User Fees	48-Swimming pool / public / 500 square feet	\$	33.59	\$	33.59	0%
Wastewater	Sewer User Fees	54-Motel / hotel unit without cooking	\$	10.92	\$	10.92	0%
Wastewater	Sewer User Fees	55-Motel hotel, with cooking	\$	21.95	\$	21.95	0%
Wastewater	Sewer User Fees	56-Senior family living home	\$	21.95	\$	21.95	0%
Water	Connection Fees	Meter 1” scale factor 1.00	\$	2,921.00	\$	2,921.00	0%
Water	Connection Fees	Meter 1.5” scale factor 2.25	\$	6,572.25	\$	6,572.25	0%
Water	Connection Fees	Meter 2” scale factor 4.00	\$	11,684.00	\$	11,684.00	0%
Water	Connection Fees	Meter 3” scale factor 9.00	\$	26,289.00	\$	26,289.00	0%
Water	Connection Fees	Meter 4” scale factor 16.00	\$	46,736.00	\$	46,736.00	0%
Water	Connection Fees	Meter 6” scale factor 36.00	\$	105,156.00	\$	105,156.00	0%
Administrative	License & Tax Fees	Business License Application Fee	\$	125.00	\$	125.00	0%
Administrative	License & Tax Fees	Business License Renewal Fee	\$	50.00	\$	50.00	0%
Administrative	License & Tax Fees	Business License Late Fee	\$	10.00	\$	10.00	0%
Administrative	License & Tax Fees	City Local Option Tax Application Fee - Tax collected per Municipal Code Title 3, Chapter 12.	\$	-	\$	-	0%
			After Due Date: Penalty -		After Due Date: Penalty -		
			The greater of 5% of Tax		The greater of 5% of Tax		
			Due or \$10.00 Plus 1%		Due or \$10.00 Plus 1%		0%
			Interest Per Month on		Interest Per Month on Tax		
			Tax Due		Due		
Administrative	License & Tax Fees	City Local Option Tax Late Fee					
Administrative	License & Tax Fees	Short-Term Rental Application Permit Fee-City Resolution #1230	\$	504.00	\$	504.00	0%
Administrative	License & Tax Fees	Short-Term Rental Renewal Permit Fee	\$	-	\$	504.00	0%
Administrative	License & Tax Fees	Short-Term Rental Late Fee (per day)	\$	100.00	\$	100.00	0%
Administrative	License & Tax Fees	Catering Permit Application Fee- Idaho Code 23-934A	\$	20.00	\$	20.00	0%
Administrative	Copy Fees	Black & White 8.5"x 11" Single-sided (per page)	\$	0.06	\$	0.06	0%
Administrative	Copy Fees	Black & White 8.5"x 14" Single-sided (per page)	\$	0.06	\$	0.06	0%
Administrative	Copy Fees	Black & White 8.5"x 11" Double-sided (per page)	\$	0.11	\$	0.11	0%
Administrative	Copy Fees	Black & White 8.5"x 14" Double-sided (per page)	\$	0.11	\$	0.11	0%
Administrative	Copy Fees	Black & White 11"x 17" Single-sided (per page)	\$	0.15	\$	0.15	0%
Administrative	Copy Fees	Black & White 11"x 17" Double-sided (per page)	\$	0.29	\$	0.29	0%
Administrative	Copy Fees	Color 8.5"x 11" Single-sided (per page)	\$	0.65	\$	0.65	0%
Administrative	Copy Fees	Color 8.5"x 14" Single-sided (per page)	\$	0.65	\$	0.65	0%
Administrative	Copy Fees	Color 8.5"x 11" Double-sided (per page)	\$	0.65	\$	0.65	0%
Administrative	Copy Fees	Color 8.5"x 14" Double-sided (per page)	\$	0.65	\$	0.65	0%
Administrative	Copy Fees	Color 11"x 17" Single-sided (per page)	\$	0.85	\$	0.85	0%
Administrative	Copy Fees	Color 11"x 17" Double-sided (per page)	\$	0.85	\$	0.85	0%
Administrative	Copy Fees	24" x 36" (outsourced) (per page)	\$	3.30	\$	3.30	0%
Administrative	Copy Fees	22" x 34" (outsourced) (per page)	\$	3.00	\$	3.00	0%

Highlighting indicates a new fee or a fee increcese of greater than 5%

Department	Program	Fee Description	FY 2024 Adopted Fee Amount	FY 2024 Proposed Fee Amount	Change %
Administrative	Labor Rates Hourly	City Administrator, Department Head, Assistant or Associate, City Clerk, City Treasurer- Idaho Code 74-102(10)	Current salary divided by 2,080 hours per year	Current salary divided by 2,080 hours per year	0%
Administrative	Labor Rates Hourly	Network Consultant	Current hourly rate	Current hourly rate	0%



City of Ketchum

CITY COUNCIL MEETING AGENDA MEMO

Meeting Date: Staff Member/Dept:

Agenda Item:

Recommended Motion:

No formal action is requested at this time. Staff is seeking feedback on any desired edits. Staff will place on December 18th agenda for formal action.

Reasons for Recommendation:

- Existing handbook has not been updated since 2015.
- City retained BestDay HR to review handbook for all federal/state employment regulations as well as best practices.
- An Employee Engagement Committee was formed consisting of two representatives from all departments to ensure strong employee participation during the update process.

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

Due to the extensive re-formatting and content changes, “track changes” document format was not possible. The 2015 existing document is attached for reference.

Staff will have a brief presentation to recap attachment one which outlines the significant changes, and stand for questions/guidance from the Council.

Sustainability Impact:

None.

Financial Impact:

None OR Adequate funds exist in account:	NONE
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Attachments:

1. Handbook Update Overview
2. 2023 Updated Handbook
3. 2015 Current Handbook

City of Ketchum | Handbook Updates

BestDay HR-led updates:	
Clarified in the introduction who the handbook applies to, the purpose of the handbook, and the role of the City Administrator, Mayor, and City Council regarding approving or changing the handbook	Page 6
Greatly enhanced the definitions and expectations around what is unacceptable harassment and discrimination, added an anti-bullying section, and described how an employee with a disability can be accommodated	Pages 8-10
Added a pregnancy accommodation section to comply with a new federal law	Page 10
Shortened and combined the sections outlining prohibited conduct by employees to make it easier to read	Pages 39-42
Clarified important sections related to drug and alcohol testing	Pages 48-52
Eliminated ambiguous language in the holiday section; added a chart	Pages 22 & 23
Added a flexible workweek section	Pages 18 & 19
Added a parental leave section	Page 27
Added mandatory language regarding reporting child abuse	Pages 52 & 53
Added important sections regarding the Family and Medical Leave Act	Pages 30-39
Clarified the discipline process	Page 43
Tuition reimbursement got an overhaul and is now Education Assistance	Page 29

Employee Engagement Committee-led updates:	
Added a section describing the City's approach to compensation and benefits. This section is important as it describes the goal of the City's programs with a focus on recognizing employee contributions and doing this in an equitable and fiscally responsible manner.	Page 14
Added a section about hybrid work – which outlines how an employee goes about requesting to split their workday or work week between working onsite at a City location and working from home or another location. This is an approval-based policy that is meant for unique situations for limited periods of time.	Page 18
Changed vacation accrual so employees accrue vacation more quickly. For example, it is proposed that employees who have been with the City for two years begin accruing 10 hours of vacation a month. An employee currently must be employed five years before receiving that amount. Employees receive additional vacation days at 5, 10, 15, and at 20 years receive their maximum accrual. The City's current vacation policy requires an employee to have 30 years of service before they hit their maximum accrual.	Pages 21 & 22
Clarifying the purpose of sick leave. Amended to include all full-time employees.	Page 24
Retitling "Catastrophic Leave" to "Compassionate Leave," which is a more recognized title.	Page 26
Clarified how Parental Leave ties to the Family Medical Leave Act.	Page 27
Breaks/meal periods now has language that you do not have to come in/stay late in order to take a break.	Page 19
The performance management policy is on hold as we evaluate some research that the Planning & Building Department did on this topic	Page 44



City of Ketchum, Idaho Employee Handbook

Revised and Adopted [date]

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WORKING AT THE CITY OF KETCHUM

Welcome to the City of Ketchum. We are grateful you have joined us. The following is information we believe will help you as you begin your career with the City.

The City is a political subdivision of the State of Idaho, though it is not a part of state government. The City Council serves as the governing body for the City. The City Council's primary authority is to establish terms and conditions of employment with the City administration. The City Council also appoints personnel to help carry out its administrative responsibilities.

The responsibility and authority for the enforcement and administration of the policies and procedures set forth herein are vested in the Mayor, City Administrator, and Department Supervisors.

As with all elected public officials, the City Council is ultimately responsible to the voters of the City of Ketchum. The terms set forth in this Handbook reflect public entity policy at the time of its approval, but they are subject to change at any time, without prior notice, and at the sole discretion of the City Council.

Only the City Council has authority to establish general policy for the City employees. Each employee should recognize that even when serving as an employee in the office of an elected or appointed official, that individual remains an employee of the City. The terms and conditions set forth in this Handbook, and in the resolutions and policy statements which support it, cannot be superseded by any other official's commitment, without the express written agreement of the City Council. That is particularly true for terms or conditions which would establish a financial obligation for the City now or in the future. It is important that all employees understand the relationship between policy adopted by the City Council and department policy implemented by other elected officials.

EMPLOYEE POLICY HANDBOOK

The purpose of the Employee Handbook (Handbook) is to inform employees of the City's general personnel policies and to ensure uniform application throughout City departments. The Handbook is not all-inclusive, but addresses the topics most likely to be encountered in the City's day-to-day operations.

The policies in this Handbook are not intended to supersede City ordinances or other applicable laws; and in case of any conflict between these policies and such ordinances or laws, the latter shall prevail.

THE POLICIES IN THIS HANDBOOK ARE NOT INTENDED AND SHALL NOT BE CONSTRUED TO CONSTITUTE AN EXPRESS OR IMPLIED CONTRACT OF EMPLOYMENT. The City reserves the right to change or rescind these policies and regulations with or without notice, and to determine the application of these policies to specific circumstances. The City further reserves the right to alter or eliminate any benefits provided to its employees. Any alteration, elimination or revision may be made applicable to current as well as future employees.

The Handbook will be maintained on the City's Inside web page. Departments shall provide employees without computers, access to a department computer upon request in order to access the Handbook. All employees shall read the electronic policies regularly, check for changes or revisions, and abide by their content. Employees who have questions about the policies contained

in the Handbook, including any changes or revisions, shall contact their supervisor for explanation and clarification. Being aware of and understanding the City's policies contained in the Handbook is the employee's responsibility.

Certain provisions of this Handbook state that disciplinary action may result from specified conduct. The inclusion of these provisions does not, and is not intended to limit, in any way, the imposition of disciplinary action for other types of conduct or for other reasons.

The provisions of this Handbook apply to all City employees, except as otherwise specified within the Handbook or by ordinance, state or federal statute, rule, regulation, or collective labor agreement. Bargaining unit employees shall refer to their collective bargaining agreements for applicable terms and conditions of employment. This handbook shall apply for any topic or situation not superseded by the collective bargaining agreement.

Any matter not specifically covered by the Handbook or departmental rules and procedures shall be administered by the City Administrator in a manner consistent with the Handbook.

WAIVER OF RULES: The City Administrator reserves the right to temporarily waive any policy in specific instances when such waivers are legal, warranted and justified in the interests of a more effective and responsive system of personnel administration. Any subsequent changes from the City will supersede the contents of this Handbook.

If any chapter, section or portion of this Handbook is found to be invalid by a duly constituted authority, it shall not affect the validity of the balance of these policies and procedures. If any portion of these policies and procedures are in conflict, the most recent amendments shall apply.

EQUAL EMPLOYMENT OPPORTUNITY

The City is committed to providing equal employment opportunity for all persons without regard to race, color, religion, gender, age, national origin, sexual orientation, gender identity, disability, veteran status, or any other applicable legally protected status.

Equal opportunity extends to all aspects of the employment relationship, including hiring, transfers, promotions, training, discipline, working conditions, compensation, benefits, and other terms and conditions of employment.

Additionally, the City is committed to providing an employment environment that is free from discrimination and harassment. All individuals associated with the City are expected to conduct themselves at all times so as to provide a working atmosphere free from discrimination and harassment.

Employees who believe they have been subjected to discrimination or harassment related to their race, color, religion, gender, age, national origin, sexual orientation, gender identity, disability, veteran status, or any other applicable legally protected status should report the behavior in accordance with the processes outlined in this Handbook.

PROHIBITION AGAINST HARASSMENT, BULLYING, AND RETALIATION

1. Discrimination and Harassment

Discrimination and harassment consist of unwelcome conduct, whether verbal, physical or visual, that is based on a person's race, color, religion, gender, age, national origin, sexual orientation, gender identity, disability, veteran status, or any other applicable legally protected status. Discrimination or harassment that affects job benefits, interferes with an individual's work performance, or creates an intimidating, hostile, or offensive work environment will not be tolerated.

A specific category of harassment is sexual harassment. Sexual harassment is unwelcome sexual advances, requests for sexual favors or visual, verbal, or physical conduct of a sexual nature when: (1) submission to such conduct is made a term or condition of employment; (2) submission to or rejection of such conduct is used as a basis for employment decisions affecting the individual; (3) such conduct unreasonably interferes with an employee's work performance or creates an intimidating, hostile or offensive working environment; or (4) employment, pay, benefits, title, position or other opportunities for advancement or training are conditioned on the submission to such unwelcome sexual advances or requests.

The following are examples of prohibited conduct that violate the City's prohibition against discrimination and harassment:

- Threats, intimidation, hostile acts, ridicule, gestures, or offensive conduct regarding one's protected status.
- Slurs, "slang," derogatory, or other verbal conduct that denigrates or shows hostility or aversion toward an individual
- Jokes or pranks regarding one's protected status or mimicking speech/accent.
- Oral, written, visual, or electronic material that stereotypes, degrades, belittles, mocks, or shows hostility toward one's protected status.
- Display or circulation of offensive printed, visual, or electronic materials or pictures.
- Unwanted physical contact or sexual conduct of any kind, including flirtations, touching, advances, propositions, or requests for sexual favors.
- Verbal comments of a sexual nature such as derogatory comments, sexually explicit jokes, sexual innuendo, or comments about a person's body.
- Visual conduct such as leering or staring at one's body parts or making sexual gestures.
- Verbal or physical conduct that is directed at an individual because of their sex or sexual orientation.
- Stereotyping or denigrating terms about a person's physical or mental disability.
- Conditioning a raise or promotion on sexual favors.

This list provides examples and is not all-inclusive. Courteous, respectful, non-coercive interactions between employees that are welcomed by both individuals are not in violation of this policy.

2. Bullying

The City requires employees to treat one another with dignity and respect. The City will not tolerate any degree of bullying behavior. Bullying is an ongoing and deliberate misuse of power in relationships, by one or more individuals, through repeated verbal, physical and/or social behavior that intends to cause physical, social and/or psychological harm. It is abusive conduct that may include:

- Threatening, humiliating, or intimidating behaviors;
- Work interference/sabotage that prevents work from getting done;
- Verbal or physical abuse.

The following conduct will not be tolerated and are examples of bullying treatment.

- Verbal bullying. Slandering, ridiculing, or maligning a person or their family; persistent name-calling that is hurtful, insulting or humiliating; using a person as the butt of jokes; abusive and offensive remarks.
- Physical bullying. Pushing, shoving, kicking, poking, tripping, assault or threat of physical assault, damage to a person's work area or property.
- Gesture bullying. Nonverbal gestures that can convey threatening messages.
- Exclusion. Socially or physically excluding or disregarding a person in work-related activities.

3. Protection Against Retaliation

The City forbids retaliation of any kind against employees who in good faith report discrimination, harassment, and/or bullying prohibited by any of its policies or against employees who participate in any investigation of such complaints. This means that an employee will not suffer economic harm, including but not limited to a loss of wages or benefits, as punishment for making a good faith report of violations of this policy or for participating in an investigation of such reports. If an employee feels they have been subjected to any form of retaliation, they should report the conduct to the City Administrator. If the City Administrator is the subject of the complaint, the employee should report concerns to the Mayor or the City's human resources representative.

4. Complaint Reporting and Handling

All employees of the City are responsible for helping to enforce this policy against discrimination, harassment, bullying, and/or retaliation. The reporting procedure outlined below should be used by any employee who believes they have been subject to, or have witnessed, workplace discrimination, harassment, bullying, or retaliation. The City's reporting and handling procedure provides for a prompt, thorough, and objective investigation as well as appropriate disciplinary action.

1. The unwanted behavior should be addressed immediately. The employee should tell the offender that the behavior in question is not acceptable, needs to stop, and any repeat of the behavior will be reported. An offender could include another City employee or any other person that interacts with the employee while the employee is at work or performing work for the City. If an employee is uncomfortable confronting the offending individual, if the conduct is serious in nature irrespective of any attempt to tell the individual to stop, or if the behavior did not stop

upon the employee's request, the employee should immediately report the conduct as outlined below.

2. The City has several options for reporting potential violations of this policy. As soon as possible, any employee who believes they have been subjected to any form of discrimination, harassment, bullying, or retaliation or have observed or are otherwise aware of such conduct, should provide a written or verbal report to their supervisor or the City Administrator. If the supervisor or City Administrator potentially violated this policy, employees can bring their concerns to the City Attorney. The report should be dated and signed and include details of the incident(s), the names of individuals involved, the names of any witnesses, and any documentary evidence (notes, pictures, emails, etc.).

The City endeavors to protect the privacy and confidentiality of all parties involved but cannot assure complete confidentiality. Confidentiality is maintained on a "need to know basis" to the extent permitted by the circumstances and consistent with the City's obligations to conduct an effective investigation. A timely resolution of each complaint will be reached, and appropriate corrective action, up to and including termination, will be taken promptly against any employee engaging in discrimination, harassment, bullying, and/or retaliation. Employees are expected to take full advantage of the complaint reporting procedures, as well as any preventive measures or corrective opportunities that the City provides to avoid any discrimination, harassment, bullying, and/or retaliation.

REASONABLE ACCOMMODATION

1. Disability and Religious Accommodations

In compliance with applicable laws ensuring equal employment opportunities to qualified individuals with disabilities and to individuals whose sincerely held religious beliefs conflict with work obligations, the City will work with employees to provide a reasonable accommodation. A reasonable accommodation is a change or adjustment to the job application process, work environment, or work processes that would make it possible for a qualified individual with a disability to perform the essential functions of the job or an adjustment to the work environment that will allow the employee to comply with their religious beliefs.

An employee who requires an accommodation should contact their supervisor or the City Administrator and request an accommodation. The employee should specify the need for accommodation and that it is requested due to an inability to perform essential job functions or due to a conflict between religion and work. While the employee may request certain accommodations, the City may propose and may decide on alternative reasonable accommodation. The City will make an individualized assessment and provide employees with a reasonable accommodation, unless doing so would result in an undue hardship to the City or a direct threat to the health or safety of themselves or others that cannot be reduced or eliminated by reasonable accommodation.

2. Pregnancy Accommodation

The City will provide reasonable accommodations to employees and applicants with limitations related to pregnancy, childbirth or related medical conditions, unless the accommodation will cause undue hardship to the City's operations.

An employee or applicant may request an accommodation due to pregnancy, childbirth or a related medical condition by submitting the request in writing to their supervisor. The accommodation request should include an explanation of the pregnancy-related limitations, the accommodation needed and any alternative accommodation(s) that might be reasonable. Depending on the nature of the accommodation, the individual may be requested to submit a statement from a health care provider substantiating the need for the accommodation.

Upon receipt of a request for accommodation, the supervisor will contact the employee or applicant to discuss the request and determine if an accommodation is reasonable and can be provided without significant difficulty or expense, i.e., undue hardship.

While the reasonableness of each accommodation request will be individually assessed, possible accommodations include allowing the individual to:

- Sit while working.
- Drink water during the workday.
- Receive closer-in parking.
- Have flexible hours.
- Receive appropriately sized uniforms and safety apparel.
- Receive additional break time to use the bathroom, eat and rest.
- Take time off to recover from childbirth.
- Be excused from strenuous activities and/or activities that involve exposure to compounds deemed unsafe during pregnancy.

The City will not require an employee to take time off if another reasonable accommodation can be provided that will allow the employee to continue to work.

EMPLOYEE SELECTION, COMPENSATION, TIMEKEEPING, AND SCHEDULES

1. Employment Status

Employees of the City are considered **"AT WILL"** and may be terminated with or without cause absent prior notice, regardless of any clause in this Handbook. Employee wages or salary, benefits, and job duties are affected, in part, by an employee's classification and job title. However, none of the employee classifications create permanent employment status for any City employee. The primary classes of employees and their respective status is outlined as follows:

Full-Time Employee: Employees whose typical work schedule calls for thirty (30) or more hours of scheduled work during each seven (7) calendar-day payroll period. Full-time employees shall receive employee benefits provided by the City as such benefits now exist or may be subsequently changed.

Part-Time Employee: Any person who works less than thirty (30) hours a week, whose employment is expected to be on a continual basis in a regularly budgeted class or position. Such persons are considered “employees” but do not receive benefits of full-time employees, nor do they enjoy any appeal rights, unless approved by the City Administrator.

Temporary/Casual/Seasonal Employees: Employees who provide services for the City on a a) seasonal basis or b) temporary basis or c) whose scheduled hours of employment for the entity are typically fewer than nineteen and three quarters (19.75) hours during each seven calendar-day payroll period are classified as casual employees. Casual employees will receive no benefits provided to regular employees, except those required by law or those provided by express written authorization. Employees who average 20 hours or more of work over a six-month period are required to join the PERSI state retirement plan and pay the employee contributions as outlined under PERSI rules.

Paid On-Call Firefighters: The Ketchum Fire Department is a combination department comprised of full-time staff and paid on-call employees. The paid on-call members of the Fire Department are not covered by this Handbook. A separate handbook sets forth personnel rules for these employees.

Significance of Employee Classification. The procedures for hiring, promotion, and transfer of full-time employees shall be subject to the provisions of this policy. Disciplinary and appeal actions concerning part-time or casual/ seasonal and temporary employees are not subject to guidelines set forth in this Handbook.

Statutory Employees. Appointed officers, pursuant to Idaho Code, are the City Clerk, Treasurer, City Attorney, Chief of Fire Services, and City Administrator. The terms and conditions of employment of these appointed officers is pursuant to applicable Idaho law, employment documentation between the City and the specific individual, or as outlined in this Handbook. Unless specifically agreed to otherwise, these appointed officers are at-will employees.

2. Recruitment and Selection

a. Recruitment and Selection Guides

The City typically uses a competitive hiring process to fill regular full and part-time positions. However, the Mayor, City Council, and/or City Administrator may determine, consistent with business needs, to select staff by whatever employment process deemed reasonable providing it is consistent with applicable laws.

A Department Head shall notify the City Administrator in writing when a vacancy is anticipated or occurs in the department.

When using a competitive hiring process, vacant positions will be posted to allow external and internal applicants to apply. Typically, positions are posted for a minimum of five (5) consecutive workdays. A workday is defined as days that City Hall offices are open to the public.

b. Transfers at the City's Request

Transfers of current employees may be made at the City's request to satisfy management or operational needs. Additionally, a current regular employee who has gone through the City's competitive hiring process may be transferred or promoted into a regular position within their own or another department, without having to post the vacancy, provided the employee is qualified for the position and the transfer/promotion is approved by the respective Department Heads and City Administrator.

c. Employment Forms to be Completed

The following pre-employment forms must be completed before an employee may begin work for the City:

- Employment application form.
- Background check
- Drug test, if applicable to the position
- CDL Driver's only drug screening
- Immigration form (I-9).
- Insurance information for self and dependents.
- Completion of W-4 Form.
- Direct deposit ACH authorization form
- Acknowledgement and Receipt of Employee Handbook.

d. Employee Personnel Files

The official employee records for the City shall be kept in the office of the City Treasurer. Within these personnel files will be kept all records of payroll, employee performance evaluation, employee status, and other relevant materials related to the employee's service with the City. Materials may be contributed by any supervisory personnel and the employee, as long as the material is relevant to the employee's performance and tenure.

e. Access to Personnel Files

It is the policy of the City to allow limited access to the personnel files as required by law. Based upon the inherent confidentiality of personnel matters, access to other employees' personnel files shall be only with the authorization of the City Administrator, Mayor, City Treasurer, or the City Attorney. Department Heads, or Division Managers, with approval from the Department Head, are authorized to review personnel files of their department.

Information regarding personnel matters will only be provided to outside parties with a release from the employee or in limited circumstances where the release is deemed necessary with the concurrence of

the City Treasurer who supervises the records and the City Attorney. Each employee shall have the right to review materials placed within their employment file at any reasonable time. Copies of materials within a personnel file are available to each employee without charge. However, personnel files shall not be removed from the premises where they are kept.

3. Employee Compensation

a. Compensation and Benefits Approach

The City takes a wholistic approach in providing compensation and benefits. Regarding compensation, the City's aim is for employees to feel valued and financially supported. Regarding benefits, the City's aim is for employees to have an understandable variety of benefits to address varied individual needs. In striving to achieve these aims regarding compensation and benefits, the City evaluates the following components:

- Fiscal responsibility and an acknowledgement that the City has one budget and values long-term financial forecasting to try and create stability for its employees
- Internally equitable
- Externally competitive and comparable in the marketplace
- Recognition for employee contributions, performance, skills, certifications, and accomplishments

b. Compensation Administration

An employee's rate of pay is based on an assessment of the position, training, experience and the market for similar jobs. An increase in the wage rate or salary is dependent upon City budget considerations as well as each individual employee's job performance.

New hires will be placed at a salary based on their knowledge, education and experience as determined by the Department Head with the approval of the City Administrator, provided it is within the approved appropriation for that department.

c. Compliance with State and Federal Pay Acts

The City shall comply with all State and Federal pay acts respecting the compensation of employees for services performed in the public service.

d. Classification Plan

All employees of the City shall be classified in the position they hold with the City in the following manner:

- a. Elected officials.
- b. Exempt employees (as defined by the Fair Labor Standards Act "FLSA").
- c. Non-exempt employees (as defined by the FLSA).
- d. Part-time or casual employees.

e. On Call and Call Back Pay

On-call time refers to time outside an employee's regularly scheduled work hours during which they have concluded their regular shift and have left the worksite yet is expected 1) to be easily reached by telephone, text, radio or pager, 2) is ready and fit to work, and 3) is expected to respond within one hour to a problem or emergency situation. For on call pay, eligible non-exempt employees will be compensated for two (2) hours of pay at straight time for a twenty-four (24) hour period. On call pay is not considered time worked.

Callback pay refers to unexpected instances when a non-exempt employee is requested to return to work at a time they were not expected to work, or called in to perform work on a day they were not expected to work. Non-exempt employees are guaranteed a minimum of two (2) hours of pay for a call back.

f. Right to Change Compensation

The City reserves the right to change general compensation through the budget process for any reason deemed appropriate by the City Council. Compensation may also be adjusted based upon job performance and the availability of funds to maintain a solvent entity budget.

g. Wage Payment and Overtime

The FLSA requires all employees to be classified according to the provisions of the law. Therefore, for purposes of paying any compensation, all employees are classified as either "Exempt" or "Non-Exempt." Exempt refers to employees who are not covered by and are "exempt" from the FLSA's overtime requirements.

Regular employees who are non-exempt under the FLSA and applicable state wage and hour laws are eligible for either overtime pay or compensatory time at a rate of one and one-half times their regular hourly rate for actual hours worked in excess of forty (40) hours in one FLSA work week. Temporary non-exempt employees are eligible to earn overtime but are not eligible to earn compensatory time. As a condition of employment, the City retains sole discretion to provide non-exempt employees with compensatory time off in lieu of cash overtime.

Part-time non-exempt employees are not eligible for overtime pay or compensatory time until they have worked over 40 hours in their FLSA work week.

Employees who serve as sworn law enforcement officers and as fire fighters will be subject to special exceptions found in the FLSA (See 207K).

According to the FLSA, only actual hours worked are computed for purposes of determining hours worked for overtime calculation. Therefore, the City will not count paid leaves of absence, such as vacation or any other time for which the employee is compensated but does not actually perform work when computing hours worked in a work week, unless specifically outlined in this Handbook.

h. Extra Hours

When required by heavy work demands or customer service needs, the City can require any employee to work extra hours. The City will attempt to give at least one day's notice when extra hours must be worked, but reserves the right to require any employee, exempt and non-exempt, to work extra hours when the need arises.

i. Overtime/Compensatory Time Authorization and Use

Employees shall seek and receive authorization from their supervisor prior to working overtime or accumulating compensatory time. Employees are expected to seek prior approval from their supervisor to use compensatory time. The supervisor shall allow an employee to use the employee's accrued compensatory time within a reasonable amount of time after requested, provided such use does not unduly disrupt the operation of the department or work unit.

j. Compensatory Time Eligibility and Accrual

Non-exempt regular employees are eligible to accrue compensatory time but are not authorized to accrue more than 80 hours of compensatory time during a fiscal year. Non-exempt employees who have accrued 80 hours of compensatory time shall be paid for any additional hours worked in accordance with the City's overtime procedures. Employees must use their compensatory time before using accrued vacation.

k. Payoff of Accrued Compensatory Time

All non-exempt employees' unused, accrued compensatory time balances, in excess of forty (40) hours shall be paid down toward the end of each fiscal year. No payment shall be made for the first 40 hours of accrued compensatory time until separation of employment or as allowed in this policy.

Employees promoted from non-exempt to exempt positions shall be paid for accrued compensatory time prior to their promotion. Non-exempt employees shall be paid for all accrued compensatory time when:

- Changing to a lower paying position and/or
- Changing departments or funds

l. Workweek

The City designates all employees (except shift firefighters) FLSA workweeks to be 12:00 a.m. Saturday through 11:59 p.m. Friday. 9/80 schedules are not permitted for exempt or non-exempt employees. The FLSA workweek has been designated by the City and it shall not be changed for the purpose of avoiding overtime payment. Shift firefighter's workweek is as defined in the collective bargaining agreement.

m. Trading Shifts

A Department Head may allow employees to trade shifts if it will not create an overtime situation in terms of hours worked and provided that: (a) it is voluntarily agreed to by both employees and (b) it is at the employees' request.

n. Volunteered Time

Non-exempt employees of the City shall not "volunteer" time for the purpose of avoiding overtime.

o. Working Out of Classification

Compensation for working out of classification is provided as monetary recognition to an employee for the assumption and performance of duties normally performed by an employee of higher classification.

The assumption and performance of the duties of the higher classification must encompass the full range of responsibilities of the higher classification. This shall not apply to temporary assignments which are made pursuant to prior mutual agreement between the employee and the immediate supervisor for the purpose of providing a training opportunity to the employee, for a mutually agreed upon period of time.

The performance of such duties must be for an extended period of time, wherein a need exists to fulfill the duties and responsibilities of the vacant position. An extended period of time is generally considered as an assumption of duties and responsibilities that will last in excess of thirty (30) calendar days. Pay will be retroactive to the first day those duties were assumed.

Working out of classification compensation for employees shall be allowed only after written recommendation of the Department Head and concurrence by the City Administrator. For employees who are asked to work out of classification as a Department Head, the City Administrator shall recommend a proposed salary adjustment to the Mayor for approval. Recommendation and designation shall be accomplished prior to the assumption of the higher classification responsibilities.

The employee's compensation will be increased to the starting salary of the higher classification in which the employee is substituting, or five percent (5%), whichever is higher.

When the temporary assignment is completed, the employee's salary will be readjusted to its previous level, or the level where it would have attained, including general salary adjustment and step increases, if the out of classification pay had not been made. The employee's date of hire and anniversary date will remain unchanged throughout the temporary assignment.

4. Reporting and Verifying Time Records

It is the responsibility of each non-exempt employee to properly record time that they worked during a payroll period. Each time sheet shall bear the electronic signature of the employee with a statement verifying its accuracy and a counter approval signature by a supervisor indicating that the hours claimed were actually worked. By recording clock in and clock out times and/or by diligently recording any deviations from their regular work hours on their time record, employees are certifying that their time

record accurately reflects their hours worked and absences. Failure to carry out these duties may result in delay in payment and disciplinary action.

5. Pay Periods

Each employee is paid every two (2) weeks, and the regular payday is every other Friday. If the payday falls on a holiday, the payday will occur on the first business day preceding the holiday.

6. Hybrid Work

Hybrid work is when an employee splits their work week or workday between working at a designated onsite City location and their home or another pre-approved offsite location. Hybrid work is meant for unique personal circumstances, requires supervisor approval, and is typically for limited periods of time. There are some City positions that do not align with hybrid work with the main determination being whether all essential job duties can be effectively and safely performed offsite through remote access to the City's technology systems.

Employees that believe they need hybrid work must provide their supervisor:

- A verbal or written request with the reason to perform hybrid work;
- The duration and schedule related to the requested hybrid work;
- Any other relevant information that the employee believes is relevant and/or as the supervisor requests.

If the supervisor approves hybrid work, the employee and supervisor will monitor the hybrid work arrangement to ensure it meets the needs of the City. All relevant City policies and procedures apply to hybrid work. Hybrid work can end at the supervisor's discretion based on the needs of the department and/or the City.

If an employee is denied hybrid work or is informed that a hybrid work arrangement is ending, the employee may request a review of the situation from the supervisor and City Administrator. Ultimately, the decision of the supervisor and City Administrator on the situation is the final determination.

Internet, office set-up, travel costs, including mileage to and from the employee's work responsibilities while performing hybrid work, are ineligible for reimbursement.

Employees are responsible for maintaining their hybrid workspace in a safe condition. Employees are responsible for determining any tax implications, if any, related to maintaining a hybrid workspace.

7. Flexible Schedules and Workweeks

Each City department establishes the work schedules for employees assigned to that department. Because the nature of the work varies across the City, starting and ending times vary according to the needs of individual departments. Consequently, employees may be assigned to begin and/or end their workday outside of the typical 8:30 a.m. to 5 p.m. Monday through Friday schedule. Additionally,

employees may be assigned to work a compressed schedule, or begin and/or end their workweek on a Saturday or Sunday.

Business needs permitting, departments may also offer a flexible work schedule or compressed work schedule to accommodate personal, family, and other obligations. The City permits employees to have flexible schedules and compressed work schedules when such schedules align with the City's and department's business needs.

a. Flexible Schedule and Compressed Schedule

A flexible schedule is a schedule that allows employees to start or end their workday outside the typical 8:30 a.m. to 5 p.m. Monday through Friday work schedule.

A compressed schedule allows employees to work the equivalent of a full 40-hour work week in fewer than five days.

b. Approval Process

Employees who would like to work a flexible schedule and/or compressed workweek shall make their request verbally or in writing to their Department Head or designee. Whether an employee's request is granted is at the discretion of the department in consultation with the City Administrator. Employees' requests for flexible schedules are evaluated on a case-by-case basis and may not be feasible in some departments or for certain positions.

When evaluating an employee's request, the following factors should be considered:

- Nature of the employee's responsibilities;
- Reasons for the employee's request;
- Staffing levels required to maintain service and production levels;
- Department's capacity to handle changing workloads;
- Employee's work record, including punctuality, reliability, productivity, and ability to meet deadlines;
- Potential for an increase in the department's overtime/compensatory time numbers;
- Employee's willingness to depart from a flexible schedule when needed;
- Seasonal or cyclical changes in workloads might restrict the ability to grant flexible schedules during certain times of the year; or
- Other business needs.

Departments are responsible for ensuring flexible schedules are granted in a manner that does not violate the city's Equal Opportunity Employment responsibilities.

If a department is unsure of how a flexible schedule will affect their operations, the department can approve a flexible schedule for a limited period, so they can evaluate whether the flexible schedule interferes with or hinders a business need.

If an employee's request for a flexible schedule is approved, the department shall document the new schedule and its effective date and notify the City Clerk.

As discussed and agreed to between an employee and supervisor, employees may take paid breaks lasting 15 minutes or less, or unpaid meal breaks lasting 30 minutes or more. The agreed upon schedule should align with the needs of effectively providing services and balancing an employee's need for breaks/meal periods during a workday. The City does not expect an employee to adjust their regular work schedule in order to accommodate the taking of a break.

c. Cancelling a Schedule

There is no right to a flexible schedule. The City retains the right to cancel or suspend a flexible schedule. If the timeframe for canceling the flexible schedule is not mutually agreed upon between the department and the employee, the department shall provide the employee with notice at least ten (10) business days prior to canceling the flexible schedule. This timeframe may be shortened based on a stated emergency.

d. Supervisor Review

Supervisors are expected to periodically evaluate how an employee's flexible schedule affects the employee's productivity, leave usage and accruals, the number of overtime or compensatory hours worked, holiday pay, and on-call/call-in pay.

Departments can require an employee adjust their work hours, within the parameters of applicable wage and hour laws and City policies and regulations, to ensure the employee does not work over 40 hours within their FLSA workweek creating an overtime/compensatory time liability for the City.

e. Other Considerations

Non-exempt employees are not restricted from working hours or days outside their approved flexible schedule, providing all alterations to their approved schedule, including hours worked over 40 in the employees FLSA work week, are approved in advance by the employee's supervisor and meet the requirements of the City's wage and overtime requirements. Non-exempt employees can be required to depart from their flexible schedule to work overtime hours.

Exempt employees are expected to work as needed to meet business needs; therefore, a flexible schedule does not restrict exempt employees from working outside their approved schedule, including a flexible schedule.

Flexible schedules resulting in employees regularly working more than 12 hours per day are not permitted unless agreed to by the employee and supervisor and approved by the City Administrator.

As outlined in the Holiday policy, flexible schedules that consist of working more than 8 hours in a day do not change the amount of holiday pay an employee receives.

EMPLOYEE LEAVE, HOLIDAYS, AND BENEFITS

The City offers a number of employee benefits for full-time employees only. These benefit offerings are subject to change or termination in the sole discretion of the City Council or the City Administrator. If a program is terminated and not replaced with comparable benefits, participants will be notified. In some cases, there may be a waiting period before coverage begins. The policy terms may also limit coverage or eligibility depending on the number of hours an employee works. For information on these, consult the applicable benefits booklet or contact your supervisor or the City Administrator.

1. Annual Vacation Leave

a. Full Time Employees

Vacation leave is available to full-time employees who have completed the equivalent of six (6) months of full-time employment. Each full-time employee, except shift work assigned firefighters, who completes thirty (30) consecutive days of employment with the City accrues paid annual leave according to the length of such consecutive employment as follows:

YEARS OF SERVICE	VACATION ACCRUAL
Up to two (2) years of continuous service	8 hours a month/96 hours a year
Two (2) years, but less than five (5) years of continuous service	10 hours a month/120 hours a year
Five (5) years, but less than ten (10) years of continuous service	12 hours a month/144 hours a year
Ten (10) years, but less than fifteen (15) years of continuous service	14 hours a month/168 hours a year
Fifteen (15) years, but less than twenty (20) years of continuous service	16 hours a month/192 hours a year
Twenty (20) years of continuous service or more	20 hours/240 hours a year

i. Shift Work

Shift work firefighters shall accrue vacation leave in accordance with the effective Collective Bargaining Agreement.

b. Accrual Limits

The maximum accrual for regular, full-time employees is 300 hours.

An employee shall receive supervisor approval to take vacation time. Whenever possible, vacations are scheduled as requested by the employee, subject to the City's needs in ensuring proper service coverage and in balancing the various requests of employees. For purposes of leave accrual, all past service shall be included in determining the duration of employment, provided that such service is continuous with no separation longer than six (6) months, or military service, or on written approved leave of absence or under conditions of reinstatement.

Upon separation from employment, after six (6) months' continuous service, all employees shall receive a lump-sum payment for earned, but unused vacation leave at the hourly rate of pay for the employee's grade and step. Nonexempt employees also receive a lump sum payment for unused compensatory time. Where possible, such payment, in addition to the regular salary payment, shall be made to the employee on the regular payroll immediately following the employee's termination. In the event of an employee's death, payment for accrued vacation leave shall be made to the employee's estate.

2. Holidays

Twelve official holidays are provided for full-time employees. A paid holiday is computed at the employee's regular rate of pay. A paid holiday in which the employee does not work shall be considered time worked for the purpose of overtime or compensatory time calculations for non-exempt employees.

Employees who have full-time active status on the date of any holiday shall receive compensation for that day even though they do not work on the holiday as long as the holiday falls on the employee's regularly scheduled workday. The City Administrator, as necessary, may change the holiday schedule at any time.

Eligible holiday hours for regular employees equates to 8 holiday hours for employees working 30 or more hours per week. If a non-exempt employee is typically scheduled to work more than 8 hours, such as a 4/10 shift, in order to not receive a reduction in pay, the employee may account for the excess scheduled hours by:

- Using accrued vacation
- Using accrued compensatory time
- Flexing their schedule within the same FLSA workweek with supervisor approval
- Taking leave without pay

For example, if a full-time employee is regularly scheduled to work 10 hours and is eligible for an 8-hour holiday, the employee has the option of accounting for the remaining two hours by using vacation, compensatory time, taking leave without pay, or by working two additional hours within the same FLSA workweek with prior supervisor approval. Supervisors are encouraged, if business needs allow, to accommodate an employee's request to flex a work schedule. Sick leave shall not be used to make up the extra hours.

If a holiday falls during an employee's vacation, the holiday will not count as a vacation day.

Employees shall not be compensated for unused holidays upon separation of employment.

a. Holidays Falling on Days Off

Generally, for employees who work Monday through Friday, holidays falling on Saturday are observed on the preceding Friday and those falling on Sunday are observed on the following Monday. However, when a designated holiday falls on an employee's regularly scheduled day off, other than Saturday or Sunday, the employee shall receive straight compensatory time for the number of eligible holiday hours allowed.

b. Working on a Holiday

If a non-exempt employee is required to work on a holiday, the employee will receive 1.5 times the normal hourly rate for all hours actually worked on the holiday, plus 8 hours of holiday pay. At the employees discretion, the holiday hours may be awarded in compensatory time.

c. Recognized Holidays

New Year's Day	Labor Day
Martin Luther King, Jr./ Human Rights Day	Veteran's Day
President's Day	Thanksgiving Day
Memorial Day	Day After Thanksgiving
Juneteenth	Christmas Eve Day
Independence Day	Christmas Day

In addition, any day appointed by the President of the United States, or by the Governor of the State of Idaho, or the Mayor of Ketchum for a holiday.

3. Leave

a. Sick Leave

Qualified employees begin to earn sick leave at the completion of the first full month after the date of hire. Full-time employees accrue sick leave benefits at the rate of 9 hours for each calendar month of continuous employment. Part-time employees and seasonal employees do not earn sick leave benefits. Employees do not earn sick leave benefits during any portion of a leave when they are not receiving their regular wages.

Sick leave may be used for the employee and when the employee is attending to their immediate family members. Sick leave can be used for the following reasons:

- Illness or injury
- Health care visits
- Mental and emotional health needs
- Preventative self-care

When a business need arises regarding the use of an employee's sick leave, the City may request medical certification from the employee. Employees may be required to present a fitness-for-duty release from their health care provider prior to returning to work.

Employees who know in advance that they need to use sick leave shall provide their supervisor as much notice as possible. If an emergency or sudden illness prevents the advance notification, notification shall be provided as soon as possible.

Employees that use sick leave for reasons that qualify under the Family and Medical Leave Act (FMLA) shall comply with the FMLA's procedural requirements addressed in the Family Medical Leave section.

Upon supervisor review and approval, a non-exempt employee may be entitled to compensatory time in a workweek where the employee takes sick leave and also works outside of their regular hours of work. This provision may also apply to other approved special circumstances.

All sick leave shall be forfeited at the time of separation from service, and no employee shall be reimbursed for accrued sick leave at the time of separation; however, if the employee is reinstated to service within ninety (90) days after the date of separation, all sick leave credits accrued at the time of separation shall also be reinstated.

Notwithstanding the above, employees with a minimum of ten (10) years of service qualify for a payment for a portion of their accumulated sick leave at the time of separation. This payment is computed as follows:

- Retirement after ten (10) years of continuous employment:
 - Cap of 1,080 hours or fifty (50) % of accrued sick leave hours, whichever is less, times current Idaho hourly minimum wage.
- Retirement after fifteen (15) years of continuous employment:
 - Cap of 1,620 hours or seventy-five (75) % of accrued sick leave hours, whichever is less, times current Idaho hourly minimum wage.
- Retirement after twenty (20) years of continuous employment:
 - Cap of 2,200 hours or 100 (100) % of accrued sick leave hours, whichever is less, times current Idaho hourly minimum wage.

At the election of the employee this payment can be either:

- A cash payment to the employee, a cash payment deposited directly into employee's 401k or other qualified retirement savings plan, or a combination of both (up to the qualifying limits), or

- Used to pay for a continuation of the City's Medical/Dental Insurance coverage for that employee and/or their family as proscribed by COBRA, or
- Used to pay the premiums for some other Medical Insurance Plan for which that employee and/or their family qualify, or
- Deposited directly into a qualifying Health Savings Account (HSA) type of Medical Insurance Plan (up to the qualifying limits).

b. Bereavement Leave

Up to three (3) days of additional paid leave of absence for a death in the immediate family (spouse, parents, grandparents, children, grandchildren, brothers and sisters). This time off may be used to arrange for and attend a funeral or memorial service and to attend to other family matters. Additional leave may be granted from accrued vacation and/or sick leave. When there are unique circumstances related to bereavement leave and the employee needs additional time off, the employee should confer with their supervisor and the City Administrator.

c. Leaves of Absence

The City Administrator, after recommendation by the supervisor, may grant up to fifteen (15) days unpaid leave for any justifiable purpose when the employee's vacation and sick leave has been exhausted. An employee may request, in writing, an unpaid leave of absence for up to fifteen (15) days. However, no employee is guaranteed a leave of absence. Unpaid leave in excess of thirty (30) days shall require written approval of the City Council.

Because of fluctuating City needs, the City cannot guarantee reemployment when an employee's leave of absence expires. If the employee's position or comparable position is not available, the employee's name will be placed on a hiring list and considered for future vacancies if the employee meets the qualifications.

d. Compensation while Serving on Jury Duty or as a Witness in a Court Proceeding

Employees receiving a jury summons or a summons to appear as a witness in a court proceeding should immediately advise their supervisor so arrangements can be made to accommodate the absence. In recognition of performing the responsibilities of a citizen, leave will be granted to full-time employees called to jury duty or to serve as a court witness. Full pay will be provided during the first three days of service. The City will pay the difference between the income employees receive from a scheduled forty (40) hour work week and the compensation received for jury duty, excluding mileage compensation. After the first three days employees may elect to use accrued vacation time or an unpaid leave of absence. Special allowance may be made by the City Administrator upon a showing of inordinate hardship.

If employees are dismissed from jury duty before the end of the workday, they must report to their supervisor for instructions on whether to return to work for the remainder of the workday.

In the event that the commitment to a trial may last for an extended period of time, employees must notify their supervisor. Jury duty for an exceptionally long duration may be compensated upon the discretion of the City Administrator.

e. Military Leave

A paid leave of absence will be granted to participate in ordered and authorized field training, subject to a maximum number of days as set by the Department Head. The City will comply with the provisions of applicable federal and state laws related to leaves of absence for military service. If paid leave is not available, employees who are required to attend annual military training or other active military duty may take the time as either regular vacation or unpaid leave.

f. Compassionate Leave

Employees may donate leave time to any City employee who has exhausted their sick leave time and who requires absence from work due to illness or injury in accordance with FMLA. The following applies to donations:

- Donations may be made in a minimum of 1 (one) hour increments. For every hour of sick, vacation or compensatory time donated by the donor, the recipient will be credited with one hour of sick leave. The pay levels of the two employees shall not affect the transaction.
- A donating member must retain a minimum of 144 hours of sick leave for their own use.
- A recipient can receive a combined maximum to the equivalent of the maximum allowable leave time in accordance with FLMA.
- An employee who returns to work either on a limited duty or on a part time basis may continue to use the donated time up to the maximum allotment.
- The donated time will not count as the donor's hours worked in any pay period.
- Participation as a donor is voluntary. A donor cannot be directly or indirectly intimidated, threatened, or coerced, or promised any benefit by any employee for the purpose of donating or using leave.
- Unused donated time will be returned to the donor or donors in the event the time is no longer needed.
- Donated time shall not count towards any leave cash out or conversion to retirement upon the employee's separation from the City.

g. Parental Leave

The City recognizes that it is in a unique position to be a model for other government organizations. As such, in an effort to provide an opportunity for parents to bond and welcome a new child to their family, the City offers paid parental leave.

Parental leave is available to regular, full-time employees, regardless of gender.

Employees become eligible for parental leave the first day of the month following 6 months of regular employment. The leave may be used only for the birth of the employee's natural child or adoption of a child (up to the age of 18 years old) in order to promote bonding with the child. When an employee is eligible for Family Medical Leave (FMLA), paid leave under this program will run concurrently with FMLA (please refer to the Family and Medical Leave policy for details). Employees shall designate, at the time they request FMLA, when parental leave will be used during the FMLA period. FMLA eligibility does not dictate parental leave eligibility.

Parental leave refers to paid time off following the birth of an employee's natural child or the legal placement of a child with an employee for the purposes of adoption. The maximum amount of paid parental leave is six (6) work weeks. However, employees may be eligible for additional leave, such as Family and Medical Leave, which may be paid or unpaid as outlined in that policy.

Parental leave may be taken in a single, continuous block of time or in one workday increments. However, employees are only eligible for parental leave one time in the 12 months following the birth/adoption date.

The employee's actual workweek counts as a week of leave regardless of the number of hours worked.

Parental leave shall be requested at least 30 days prior to the child's anticipated due date/adoption date, absent any unforeseeable circumstances.

4. Benefits

The City, through the City Administrator, reserves the right to change, condition, or terminate any benefits set forth in this section. No employee shall acquire any rights in any current or future status of benefits except as law otherwise requires.

a. Benefits for Part-time or Casual/ Seasonal Employees

Part-time or casual/ seasonal employees shall only receive Worker's Compensation Insurance and hours worked.

b. Insurance Coverage

The City provides health, vision and dental insurance to full-time employees and offers family coverage at the employee's option. Insurance coverage begins on the first day of the month following the start of employment with the City. All coverage is subject to policy terms and to change at any time. Claims procedures are administered by the City Treasurer's Office.

Limited life insurance coverage and limited disability programs may be provided to full-time employees. Questions regarding the terms of these programs should be directed to the City Treasurer.

Worker's Compensation insurance covering job-related injuries is provided for all employees. Questions about worker's compensation insurance should be directed to the City Treasurer's Office.

c. Retired Employee's Health Insurance

The City offers health insurance to retired employees under the following conditions and eligibility rules:

1. An employee must be a full-time, active employee of the City and enrolled under the III-A plan for a period of at least one year prior to being eligible for the benefit. Elected officials are excluded from coverage.

2. Attain the Rule of 80/90 as defined by PERSI (For purposes of the definition of the Rule of 80/90 the PERSI definition applies, notwithstanding whether an employee is participating in PERSI, or
3. An employee may retire early if:
 - a. Employment ends employment after meeting the minimum age requirement, and
 - b. Employee has at least 60 months of full-time employment with that employer or 60 months of credited service, whichever applies.
4. Minimum Age Requirements for Early Retirement
 - a. General members—The minimum retirement age for general members is 55. Employees may retire the first day of the month following the month they turn 55.
 - b. Public Safety Officers—The minimum retirement age for public safety officers (police/firefighters) is 50. Employees may retire the first day of the month following the month they turn 50.
 - c. Members with Mixed Service who have accrued service credit as both a general member and as a public safety officer have mixed service. The minimum retirement age for someone with mixed service will be between age 50 and 55.
5. There can be no lapse in coverage. The employee must transition from active to retiree status with no lapse in coverage. If they leave the plan after their employment ends for any length of time, they are no longer eligible for retiree coverage.
6. Survivor Benefits are also extended to retirees' dependents. If a retiree passes away while covered under the III-A, their covered spouse and dependents are allowed to remain on the III-A plan until the spouse becomes Medicare eligible. As previously stated there cannot be a lapse in coverage.
7. When a retiree reaches the age of 65 and is termed from the plan, their covered spouse and dependents are also termed from the plan.
8. These rules also apply to the vision and dental plans, if applicable.

d. Retirement

The retirement plan of the City combines benefits of the Public Employees Retirement System of Idaho (PERSI) with Social Security (FICA)). PERSI charges a percentage of an employee's gross salary, which is presently exempt from the Federal and State income taxes, and the City matches this with an additional larger contribution. Contact the City Treasurer for further information.

e. Education Assistance

The City offers employees financial assistance with their education. Education assistance applies towards college courses, certificate programs, and professional/technical badges. All of these categories are considered Professional Development. Education assistance is guided by the following:

- Professional Development must directly relate to the employee's present or potential promotional assignment within the City.
- Departments must have sufficient budgetary resources prior to approval. Absence of budgeted funds is reason for the denial of the request.
- If approved, the City shall reimburse the cost of the Professional Development opportunity.
- To participate in the City's Education Assistance program, an employee must submit a request to their supervisor and obtain approval from the Department Head prior to enrolling in the Professional Development opportunity.

- The employee must submit evidence of satisfactory completion of the Professional Development opportunity.
- The employee shall refund the City a proportional amount of the Professional Development opportunity if the employee terminates employment or is terminated for cause within two (2) calendar years of completion of the approved course. To determine the prorated amount, the approved cost of the Professional Development opportunity will be divided by twenty-four (24) months and the employee will be responsible for repaying the cost of the course less the prorated amounts for the months worked since completion of the course.

All employees who pursue professional certification (i.e. paramedic licenses, Police Academy, Water and Wastewater Operator's License, etc.) and who participate in the Education Assistance program, at the City's Expense, will be required to accept the following reimbursement schedule if the employee voluntarily leaves employment with the City.

Date of Separation % of Reimbursement

Up to 12 months from receiving assistance	100%
12-18 months from receiving assistance	50%
18-24 months from receiving assistance	25%

f. Miscellaneous Benefits

In addition to the benefits listed above and on the previous pages, other miscellaneous benefits are available to full-time regular employees. The City may offer miscellaneous benefits to its employees in accordance with the policies or other documents which establish the programs.

g. Transfer of Benefits with Employee Transfer

Accrued benefits for each employee continue to the benefit of that employee if the employee transfers from one department to another within the City. Any such transfer will not result in a reduction of benefit offerings separate and apart from those realized by employees similarly situated.

FAMILY AND MEDICAL LEAVE (FMLA)

1. FMLA

The City complies with the Family and Medical Leave Act (FMLA) and will grant up to 12 weeks of leave during a 12-month period to eligible employees (or up to 26 weeks of military caregiver leave).

2. Eligibility

To be eligible for leave under this policy, employees must meet **all** of the following requirements:

- Have worked at least twelve (12) months for the City
- Have worked at least 1,250 hours for the City over the twelve (12) months preceding the date the leave would commence.

- Currently work at a location where there are at least fifty (50) employees within seventy-five (75) miles.

The 12 months of employment do not have to be consecutive. All periods of absence from work due to or necessitated by service in the uniformed services are counted as hours worked in determining eligibility.

3. Reasons for Leave

To qualify as FMLA leave under this policy, the leave must be for one of the following reasons:

- The birth of a child or placement of a child with the employee for adoption or foster care.
- To care for a spouse, child or parent who has a serious health condition.
- For a serious health condition that makes the employee unable to perform the essential functions of his or her job.
- For any qualifying exigency arising out of the fact that a spouse, child or parent is a military member on covered active duty or on call to covered active duty status.
- To care for a covered service member with a serious injury or illness.

4. Amount of Leave

An eligible employee can take up to 12 weeks of FMLA leave during any 12-month period. The City will measure the 12-month period as a rolling 12-month period measured backward from the date an employee uses any leave under this policy. Each time an employee takes leave, the City will compute the amount of leave the employee has taken under this policy in the last 12 months and subtract it from the 12 weeks of available leave, and the balance remaining is the amount the employee is entitled to take at that time.

An eligible employee can take up to 26 weeks for the FMLA military caregiver leave during a single 12-month period. For this military caregiver leave, the City will measure the 12-month period as a rolling 12-month period measured forward. FMLA leave already taken for other FMLA circumstances will be deducted from the total of 26 weeks available.

Eligible spouses who both work for the City may only take a combined total of 12 weeks of leave for the birth of a child, adoption or placement of a child in foster care, or to care for a parent (but not a parent “in-law”) with a serious health condition. Both may only take a combined total of 26 weeks of leave to care for a covered injured or ill service member (if each spouse is a parent, spouse, child or next of kin of the service member). Employees should also refer to the City’s Parental Leave and short-term disability policies for potential leave benefits and to learn how Parental Leave and short-term disability interacts with FMLA leave.

5. Intermittent Leave or a Reduced Work Schedule

Employees may take FMLA leave in one consecutive block of time, may use the leave intermittently (take a day periodically when needed over the year) or, under certain circumstances, may use the leave

to reduce the workweek or workday, resulting in a reduced hour schedule. In all cases, the leave may not exceed a total of 12 workweeks (or 26 workweeks to care for an injured or ill service member) in a 12-month period.

The City may temporarily transfer an employee to an available alternative position with equivalent pay and benefits if the alternative position would better accommodate the intermittent or reduced schedule, in instances when leave for the employee or employee's family member is foreseeable and for planned medical treatment, including recovery from a serious health condition or to care for a child after birth or placement for adoption or foster care.

For the birth, adoption or foster care of a child, the City and the employee must mutually agree to the schedule before the employee may take the leave intermittently or work a reduced-hour schedule. Leave for birth, adoption or foster care of a child must be taken within one year of the birth or placement of the child.

When leave is needed for planned medical treatment, the employee must make a reasonable effort to schedule treatment so as not to unduly disrupt the City's operations.

6. Employee Notice Requirement

All employees requesting FMLA leave must provide verbal or written notice of the need for leave to the department supervisor or City Administrator or designee.

When the need for the leave is foreseeable, the employee must provide the City with at least 30 days' notice. When an employee becomes aware of a need for FMLA leave fewer than 30 days in advance, the employee must provide notice of the need for the leave either the same day the need for leave is discovered or the next business day. When the need for FMLA leave is not foreseeable, the employee must comply with the City's usual and customary notice and procedural requirements for requesting leave, absent unusual circumstances.

Within five business days after the employee has provided this notice, the City Administrator or designee will complete and provide the employee with a Notice of Eligibility and Rights and request a medical certification or other supporting documentation as necessary.

7. Designation of FMLA Leave

Within five business days after the employee has submitted the required certification or other documentation, the City Administrator or designee will complete and provide the employee with a written response to the employee's request for FMLA leave using the FMLA Designation Notice.

8. Employee Status and Benefits During Leave

The City will continue an employee's health benefits during the leave period at the same level and under the same conditions as if the employee was continuously at work.

While on paid leave, the employer will continue to make payroll deductions to collect the employee's share of insurance premiums. While on unpaid leave, the employee must continue to make this payment, either in person or by mail. The payment must be received in the City Treasurer's office. If the payment is more than 30 days late, the employee's health care coverage may be dropped for the duration of the leave.

The City will provide 15 days' notification prior to the employee's loss of coverage. If the employee chooses not to return to work for reasons other than a continued serious health condition of the employee or the employee's family member or a circumstance beyond the employee's control, the City will require the employee to reimburse the City the amount it paid for the employee's health insurance premium during the leave period.

If the employee contributes to a life insurance or disability plan, the City will continue making payroll deductions while the employee is on paid leave. While the employee is on unpaid leave, the employee may request continuation of such benefits and pay their portion of the premiums, or the City may elect to maintain such benefits during the leave and pay the employee's share of the premium payments. If the employee does not continue these payments, the City will discontinue coverage during the leave. If the City maintains coverage, the City may recover the costs incurred for paying the employee's share of any premiums, whether or not the employee returns to work.

9. Employee Status After Leave

An employee who takes leave under this policy may be asked to provide a fitness for duty clearance from a health care provider. This requirement will be included in the City's response to the FMLA request. Generally, an employee who takes FMLA leave will be able to return to the same position or a position with equivalent status, pay, benefits and other employment terms. The position will be the same or one that is virtually identical in terms of pay, benefits and working conditions. The City may choose to exempt certain key employees from this requirement and not return them to the same or similar position when doing so will cause substantial and grievous economic injury to business operations. Key employees will be given written notice at the time FMLA leave is requested of their status as a key employee.

10. Use of Paid and Unpaid Leave

An employee who is taking FMLA leave because of the employee's own serious health condition or the serious health condition of a family member may use accrued paid leave and compensatory time during FMLA leave.

Leave for an employee's serious health condition, including workers' compensation leave (to the extent that it qualifies), will be designated as FMLA leave and will run concurrently with FMLA.

An employee who is using military FMLA leave for a qualifying exigency may use all accrued paid leave and compensatory time during FMLA leave. An employee using FMLA military caregiver leave may use all accrued paid leave and compensatory time during FMLA leave.

11. Intent to Return to Work from FMLA Leave

On a basis that does not discriminate against employees on FMLA leave, the City may require an employee on FMLA leave to report periodically on the employee's status and intent to return to work.

FAMILY AND MEDICAL LEAVE – MILITARY RELATED

The following addresses Family and Medical Leave (FMLA) for eligible employees when the employees' circumstances qualify for leave due to a spouse, child, or parent being called up for or on active duty in the Armed Forces, or to care for a servicemember who is their spouse, child, parent, or next of kin and becomes seriously ill or injured while serving on active duty in the Armed Forces.

1. Employee Eligibility

To be eligible for FMLA, employees shall have worked for 12 months and have worked at least 1,250 hours in the 12 months prior to taking FMLA.

Previous periods of employment with the City can be counted to meet the 12-month service requirement. Employment periods prior to breaks in employment of seven years or more are not counted; however, employment periods prior to a break in employment of more than seven years are counted if such breaks are due to National Guard or Reserve military duty.

Employees who return to work from National Guard or Reserve military duty are credited for the time that they are on military leave to meet the 1,250 hours of service.

2. FMLA for Active Duty

Eligible employees can take up to 12 weeks of FMLA in a 12-month period because employees' circumstances qualify due to a spouse, child, or parent who is a servicemember of the Armed Forces' Reserve components or National Guard or retired servicemember of the Armed Forces or Reserves and is on active duty or called to active duty status in support of a contingency operation. FMLA is not available for servicemembers who are part of the Regular Armed Forces. Circumstances that qualify for leave include:

- Short-notice deployment activities
- Military events and related activities
- Childcare and school activities • Financial and legal arrangements
- Counseling activities
- Rest and recuperation activities
- Post-deployment activities, and/or
- Additional activities as mutually agreed upon by the City and the employee

3. Exceptions

Eligible employees can take up to seven calendar days of FMLA for short-notice deployments beginning on the date servicemembers are notified of an impending call or order to active duty. Short-notice deployment leave can be used to address issues that arise from servicemembers' call or order to active duty seven calendar days or less prior to the date of deployment. Employees also can take up to five days of FMLA for rest and recuperation. Rest and recuperation leave can be used to spend time with servicemembers on short-term, temporary rest and recuperation leave during a period of deployment.

A call for active duty refers only to a federal call to active duty; a state call for active duty is not covered unless under order of the President according to federal law in support of a contingency operation.

A contingency operation refers to a military operation that is designated by the Secretary of Defense as an operation in which members of the armed forces are or can become involved in military actions, operations, or hostilities against an enemy of the United States or opposing military force or a military operation that results in the call, order to, or retention on active duty of members of the uniform service according to federal military law or any other provision of federal law during a war or national emergency that is declared by the president or Congress.

4. Care for a Servicemember with a Serious Illness or Injury

Eligible employees can take up to 26 workweeks of FMLA during a single 12-month period to care for a servicemember who is their spouse, child, parent, or next of kin with a serious illness or injury incurred in the line of duty while on active duty as a member of the Armed Forces, including the National Guard or Reserves, and is: undergoing medical treatment, recuperation, or therapy; assigned as an outpatient to a military medical treatment facility; assigned to a unit providing command and control of Armed Forces' members who are receiving outpatient medical care; or on the temporary disability retired list. Leave is not available for former servicemembers of the Regular Armed Forces, Reserves, or National Guard and servicemembers on the permanent disability retired list.

A serious illness or injury is an illness or injury that servicemembers receive while they are in the line of duty on active duty and makes them medically unfit to perform the duties of their office, grade, rank, or rating.

A child of a servicemember is a biological child, adopted child, or foster child; a stepchild; a legal ward; or a child for whom a servicemember has day-to-day responsibilities to care for and financially support. The child can be any age.

A parent of a servicemember is servicemembers' biological mother or father or person who had day-to-day responsibilities to care for and financially support servicemembers as children. Parents do not include parents-in-law.

Next of kin of a servicemember is the nearest blood relative other than the servicemembers' spouse, parent, son, or daughter in the following order of priority: blood relatives who have legal custody of servicemembers; brothers and sisters; grandparents; aunts and uncles; and first cousins, unless servicemembers have specifically designated in writing another blood relative as their nearest blood

relative. If no designation is made and there are multiple family members with similar levels of relationship to servicemembers, all such family members are considered next of kin.

If a dispute arises about whether leave qualifies as FMLA, Human Resources will discuss resolution of the dispute with employees. Any discussions and the decision about leave will be documented.

5. Amount of FMLA for Active Duty

The City designates the 12-month period as a “rolling” 12-month period backward from the date employees take any FMLA. During this 12-month period employees can take FMLA because employees’ circumstances qualify due to a spouse, child, or parent who is a servicemember of the Armed Forces’ Reserve components or National Guard or retired servicemember of the Armed Forces or Reserves and is on active duty or called to active-duty status in support of a contingency operation.

6. Amount of FMLA Leave

A single 12-month period of leave to care for a servicemember with a serious illness or injury begins on the first day employees take leave to care for the servicemember and ends 12 months after that date. If employees do not take the full 26 workweeks of leave during a single 12-month period, they forfeit the remaining amount of leave. The City provides leave on a per servicemember, per injury basis.

Employees can take more than one period of 26 workweeks of leave if leave is used to care for different servicemembers or to care for the same servicemember who has a subsequent serious illness or injury, except that no more than 26 workweeks of leave can be taken within any single 12-month period. Employees can take more than one period of 26 workweeks of leave for a servicemember, with more than one serious injury or illness, only when the injury or illness is a subsequent injury or illness. If employees take leave to care for more than one servicemember or for subsequent serious injuries or illnesses of the same servicemember and the single 12-month periods overlap, employees are limited to 26 workweeks of leave in each single 12-month period.

If servicemembers’ serious injury or illness extends beyond employees’ 26 workweeks of leave, employees cannot take additional FMLA to care for the servicemember unless employees are eligible for leave to care for a family member with a serious health condition.

The 26 workweeks of FMLA to care for a servicemember with a serious illness or injury can include leave taken for other FMLA-qualifying reasons, but no more than 12 workweeks of such leave can be used for other FMLA-qualifying reasons. For example, employees can take 12 workweeks of leave for the birth of a child and 14 workweeks of leave to care for a seriously ill or injured servicemember.

If two spouses work for the City and take FMLA to care for a servicemember with a serious illness or injury, they are limited to a total of 26 workweeks of leave during the single 12-month period for all FMLA-qualifying reasons. They remain subject to the 12-workweek limit for the portion of leave that can be taken to care for a newborn child or seriously ill parent.

7. Requesting FMLA Leave

Employees who request FMLA because employees' circumstances qualify due to a spouse, child, or parent who is a servicemember of the Armed Forces' Reserve components or National Guard or retired servicemember of the Armed Forces or Reserves and is on active duty or called to active-duty status in support of a contingency operation must notify their supervisors as soon as practicable.

Employees who request FMLA to care for a servicemember with a serious illness or injury must give 30 days' advance notice to their supervisors. If employees fail to provide notice, they can be required to explain to their supervisors why such notice was not provided. If employees request FMLA to care for a servicemember with a serious illness or injury and such leave was previously approved, employees must specify the particular reason for leave or the need for FMLA. Employees who cannot provide at least 30 days advance notice of their need for leave must notify their supervisors as soon as practicable.

When employees are previously approved for leave due to more than one FMLA-qualifying reason, the City may inquire further to determine for which qualifying reason the leave is needed.

After employees submit requests for leave, the City will provide the following notices within five business days:

- FMLA Eligibility Notice that states whether employees are eligible for FMLA. Employees do not receive additional eligibility notices for subsequent FMLs during a 12-month leave period if their eligibility status remains unchanged; if employees' eligibility status changes, the City will notify them of any ineligibility for leave within five business days of the request.
- FMLA Rights and Responsibilities Notice that describes employees' rights and responsibilities under FMLA and consequences for failing to comply. If specific information in the notice changes, the City will provide written notice to employees within five business days of receiving employee's first notice of need for leave after any change; the notice will reference the prior notice and provide new information. At any time, the City can be contacted about and will respond to any questions about employees' rights and responsibilities under FMLA.
- FMLA Leave Designation Notice that describes whether leave is designated and counted as FMLA. If employees' leave qualifies as leave to care for a servicemember with a serious illness or injury and leave to care for family member with a serious health condition, it will be designated as leave to care for a servicemember with a serious illness or injury in the first instance. Employees will receive one designation notice for each FMLA-qualifying reason per 12-month leave period. Employees also will receive written notification if any information changes in designation notices for subsequent requests within five business days.

Employees are notified of the number of hours, days, or weeks that will be counted against their 12 or 26 weeks of leave. If such information is known at the time leave is designated, employees will be notified in the designation notice. If it is not possible for the City to provide such information, employees will receive such information upon request once in a 30-day period when leave is taken during that time. If employees receive oral notice from the City of such information, they will receive written confirmation no later than the following payday unless the payday is less than one week from the oral notice in which case written confirmation will be provided no later than the subsequent payday.

8. Certification For Active Duty Leave

Employees who request leave due to a spouse, child, or parent who is a servicemember of the Armed Forces' Reserve components or National Guard or retired servicemember of the Armed Forces or Reserves and is on active duty or called to active duty status in support of a contingency operation must provide the City with a copy of servicemembers' active military orders and other certification.

9. Certification For Leave To Care For A Servicemember With A Serious Illness Or Injury

Employees who request leave to care for a military servicemember with a serious illness or injury incurred while serving on active duty in the Armed Forces must obtain certification completed by authorized health care providers. Health care providers from the federal Department of Veterans Affairs, federal Department of Defense, and DOD TRICARE network and non-network private health care providers are authorized to complete certification for such leave.

10. While On FMLA Leave

During FMLA, employees must keep their supervisors informed of the estimated duration of leave and their intended date to return from leave. While on leave, if employees need to take more or less FMLA than originally anticipated, they must notify the City within two business days. While on FMLA employees shall not engage in other employment.

11. Scheduling FMLA Leave

FMLA can be taken all at once or, under certain circumstances, on an intermittent or reduced leave schedule. Intermittent leave is leave taken in separate blocks of time for a single FMLA-qualifying reason. An FMLA reduced leave schedule is a work schedule that reduces employees' usual number of working hours per workday or workweek. Employees will be informed whether they can take intermittent leave or a reduced leave schedule when they apply for FMLA. When it is physically impossible for employees using intermittent leave or working on a reduced schedule leave to begin or end their work midway through a shift, the entire time that employees are absent will be designated as FMLA.

Employees who request intermittent leave or a reduced leave schedule because employees' circumstances qualify for leave due to a spouse, child, or parent who is a servicemember of the Armed Forces' Reserve components or National Guard or retired servicemember of the Armed Forces or Reserves and is on active duty or called to active-duty status in support of a contingency operation must provide proper notice and required certification.

Employees who request intermittent leave or a reduced leave schedule must arrange medical treatments and appointments to minimize work disruptions. The City can transfer such employees temporarily to positions that permit them to take intermittent leaves or reduced leave schedules with limited work interruptions.

Employees who take intermittent leave or a reduced leave schedule and are unable to work required overtime because of a FMLA-qualifying reason can have the hours that they would have been required to work counted against their 12 or 26 weeks of leave.

12. Pay and Benefits During FMLA Leave

FMLA is unpaid. The City allows employees use their accrued leave, including compensatory time, concurrently with FMLA. Employees shall comply with the City's policies on accrued paid leave when such leave is substituted for unpaid FMLA. Employees who are not eligible for accrued paid leave, or have exhausted their accrued paid leave, or do not meet the requirements of the City's policies regarding accrued paid leave, shall take unpaid FMLA.

The City will continue an employee's health benefits during the leave period at the same level and under the same conditions as if the employee was continuously at work.

While on paid leave, the employer will continue to make payroll deductions to collect the employee's share of insurance premiums. While on unpaid leave, the employee must continue to make this payment, either in person or by mail. The payment must be received in the City Treasurer's office. If the payment is more than 30 days late, the employee's health care coverage may be dropped for the duration of the leave.

The City will provide 15 days' notification prior to the employee's loss of coverage. If the employee chooses not to return to work for reasons other than a continued serious health condition of the employee or the employee's family member or a circumstance beyond the employee's control, the City will require the employee to reimburse the City the amount it paid for the employee's health insurance premium during the leave period.

If the employee contributes to a life insurance or disability plan, the City will continue making payroll deductions while the employee is on paid leave. While the employee is on unpaid leave, the employee may request continuation of such benefits and pay their portion of the premiums, or the City may elect to maintain such benefits during the leave and pay the employee's share of the premium payments. If the employee does not continue these payments, the City will discontinue coverage during the leave. If the City maintains coverage, the City may recover the costs incurred for paying the employee's share of any premiums, whether or not the employee returns to work.

13. Return From Military-Related Leave

Employees who return from FMLA will be reinstated to their former positions or to positions with equivalent pay, benefits, and other employment terms and conditions. If employees are no longer qualified for their former positions because of their inability to attend certain work-related functions or classes as a result of leave, the City will provide them with a reasonable opportunity to fulfill those conditions upon returning to work.

Certain "key" employees, who are among the highest paid employees at the City, might not be reinstated to any position. "Key" employees will be notified of their status in writing when they apply for FMLA and will receive notice at that time of the potential consequences with respect to reinstatement

and maintenance of health benefits if they are not reinstated. The City will notify “key” employees in writing the reasons for denying reinstatement when such decision is made. The City will make a final determination whether to reinstate “key” employees if they request job restoration; such employees will be notified in writing of the City’s final determination.

RULES OF EMPLOYEE CONDUCT

The City expects and encourages a work environment of respect and professionalism. All City employees are required to conduct themselves in a respectful and courteous manner that is appropriate for the workplace. This policy applies to all City employees, elected officials, representatives, and volunteers. While it is impossible to list every type of conduct that is acceptable/unacceptable, the following are the City’s expectations and also includes examples of conduct that when violated may result in disciplinary action, up to and including termination.

1. Shall be prompt and regular in attendance at work or other required functions. If an employee will be unable to report to work, or will be late, the employee must let their immediate Supervisor know as soon as possible, and always before the scheduled starting time. If the Supervisor is unavailable, a message may be left that includes the reason for being late or absent and a telephone number where the employee may be reached. If an employee’s absence or tardiness is due to an emergency, the employee should call in, or have someone call in on the employee’s behalf, as soon as possible.
2. Shall comply with the dress standards established in a department for which the employee works. The City Administrator or other department head may set dress standards. In the absence of any departmental dress standards, clothing shall be appropriate for the functions performed and shall present a professional appearance to the public.
3. Shall dedicate primary efforts to City employment with secondary employment subject to approval by the department head or City Administrator. The request for secondary employment shall be made in writing. This policy excludes paid on call firefighters.
4. Shall not accept gifts, gratuities or loans from organizations, business concerns, or individuals with whom the employee has official relationships while on business of the City in violation of applicable laws. No gift may be accepted which would create the impression that the giver was seeking special favor from the employee.
5. Shall not serve on any board or commission which regulates or otherwise affects the official duties or personal interests of an official or employee in a way that could create disadvantage for other members of the public or advantage for the employee.
6. Shall not release personnel information or any other public record absent adherence to state law and without the express authority of the public official responsible for custody of the record or without an order from a court of competent jurisdiction.
7. Shall not use substances, unlawful or otherwise, which will impair the employee’s ability to function as a valued and competent part of the City’s work force. Smoking and use of tobacco products is prohibited in all City-owned buildings and vehicles. Smoking by employees is permitted only during rest or meal periods and only outside of City buildings. As the abuse of alcohol or any other drug is a serious threat to both personal health and job performance, employees are strictly prohibited from possessing, selling, consuming, or being under the influence of alcohol or drugs, except as authorized by a physician, while on the job.

8. Shall not engage in conduct in the operation of a motor vehicle that impairs the ability of the employee to perform job functions even though the driving conduct does not occur during hours of employment.
9. Shall not engage in workplace or public conduct otherwise detrimental to the accomplishment of the goals established by the City Council or the official or department for whom the employee works.
10. Shall not engage in criminal conduct of any kind while on or off duty. City employees are expected to behave in a lawful manner and failure to do so is a violation of the trust placed in such employees by the public and the appointing official.
11. Shall not engage in conduct away from work that, although not criminal, may reflect adversely upon the City or its officials or otherwise impair the employee's ability to perform.
12. Shall avoid conflicts of interests in appointments and working relationships with other employees, contractors and potential contractors in the City and related agencies.
13. Work cooperatively and constructively with fellow workers and members of the public to provide public service of the highest quality and quantity.
14. Give efforts to accomplish the work of the City for public benefit in accordance with policies and procedures adopted by the City Council and elected officials. Each employee shall be subject to the administrative authority of the Mayor, City Administrator and the department head who supervises the department where the employee works.
15. Adhere to any code of ethics in their profession and not engage in conflicts of interest or use their public position for personal gain.
16. Follow all rules for care and use of public property to assure that the public investment in equipment is protected and that the safety of the public and other workers is maintained.
17. Abide by all departmental rules whether they be written or issued orally by the supervisor. No employee shall be required to follow the directive of a supervisor that violates laws of any local jurisdiction, the state, or the United States.
18. Abide by all pertinent statutes, and City ordinances concerning the dissemination of information to the public from public records or about public matters. The decision to release information from the public records or to disclose writings or other information in the hands of a public official belongs with the responsible official who has official custody of that record. Each employee shall maintain the confidential nature of records or information that is not open to public scrutiny in accordance with the direction of the responsible official.
19. Adhere to the defined work schedule and procedures for an exception to normal work schedules. Each employee shall follow all rules regarding the reporting of work hours and the approval which must be given for pay record submittal. Failure to follow such rules may be grounds for delayed payment of wages, salaries, or reimbursements, or for imposition of appropriate disciplinary penalties.
20. Follow all rules regarding work hours, breaks and lunch periods, including provisions granting supervisors authority to adjust them. Timing of work hour, including breaks and lunch periods, may be changed to accommodate the completion of necessary work.
21. Follow all rules for reporting accidents on the job. Each employee shall cooperate in the reporting and reconstruction of any job-related accident in order that workplace hazards can be eliminated and that proper consideration can be accorded to injured workers and the public.
22. Report any accidents observed to have occurred on City property or involving City property. Each employee shall provide as much information as they can from the observations made in the course of activities associated with the employee's work. Such information should be reported to the employee's immediate supervisor as soon as physically possible and reasonable

efforts should be made to assist those persons in need. A workers compensation injury report may need to be completed.

23. Follow all rules regarding safety in the workplace whether established formally by the department or by outside agencies. Employees are encouraged to suggest ways to make the workplace or work procedures safer.
24. Keep their general work area clean and orderly. While the City employs custodial services to maintain larger areas, individual employees are responsible for the neatness of their own work areas. Computers used in conjunction with employee workstations shall be used for office-related functions only. Passwords assigned to employees shall be kept confidential and changed on a periodic basis. Employees must not write their login password and information down or share it with others.
25. Maintain security of records and property of the City. Employees shall immediately report any suspicious circumstances or missing items to their supervisor. All employees shall secure their individual workstations using designated log off prompts or other password-related security checks when away from their station.
26. City Employees should not disclose any confidential information, or disclose information from internal discussions, related to property, permitting, government, or affairs of the City without prior approval of the City Attorney or City Administrator. Under no circumstances should an employee use such information to advance the financial or private interests of the employee or others.
27. Perform such obligations and duties as are necessary to carry out the work of the City in an efficient and effective manner at minimal costs and with limited risk to the public and fellow workers.
28. Use City issued credit cards in a lawful and fiscally responsible manner. Such credit cards may only be used for valid authorized expenses. Credit cards shall be issued by the City Treasurer and may be revoked for any reason. City credit card policy must be signed and retained in an employee's personnel file.
29. Engage in abusive, unprofessional, or inappropriate conduct to fellow employees or to the public, or use abusive or inappropriate language in the presence of fellow employees or the public. Abusive language shall include, but is not limited to, profanity and loud or harassing speech.
30. Engage in malicious gossip and/ or spreading rumors; engaging in behavior designed to create discord and lack of harmony; willfully interfering with another employee's work output or encouraging others to do the same.
31. Use work time for personal business including but not limited to the following actions: selling of goods and services, voicing religious, political, social, or personal views to members of the public during the workday. Employees should minimize the amount of work time spent on similar activities engaged in with fellow employees. While employed, it is essential to maintain a clear distinction between personal opinions and representing the City's views. When expressing personal opinions, whether in person or on social media, it is crucial for an employee to clarify that the opinions are the employee's and not reflective of the City's position.
32. Engage in political activities while on duty in public service. This rule shall not apply to elected officials. Employees shall enjoy full political rights when not carrying out their work obligations.
33. Provide false or misleading information on employment applications, job performance reports, or any other related personnel documents or papers.
34. Harass or discriminate in the treatment of co-workers or members of the public on the basis of a protected class status.

35. Violate state statutes or local rules regarding the inappropriate use, alteration, destruction, or removal of any public records required by law to be kept by the entity or other public officials.
36. Abuse employee benefit offerings by taking unjustified sick leave, annual vacation, or otherwise participate in a scheme or deception designed to create incorrect personnel records or to claim benefits which are not deserved in accordance with City policy.
37. Violate rules concerning absence from the workplace without proper authorization. Employees must obtain prior permission as required by the City policy for use of annual leave, sick, bereavement, or other types of leave granted by the City.
38. Engage in prolonged visits with children, friends, or family members, salespersons or others not related to City business, whether in person, over the telephone or in an electronic manner, including email and instant messenger, or engage in any personal endeavor which interfere with the course of work in the office or department in which the employee serves.
39. Use telephones, computers or other City property in the office or workplace in a manner that disrupts the work or workflow. Workplace equipment shall not be used for any purpose relating to the employee's business or other personal interests.
40. Fail to report to the City Administrator within forty-eight (48) hours, or in accordance with the Drug Free Workplace Act, a felony or misdemeanor conviction, excluding minor traffic violations.
41. Disregard any rule established by the Mayor, City Administrator, or department head to maintain order and productivity in the workplace.
42. The City strictly prohibits a supervisor from dating or engaging in a romantic or sexual relationship with an employee that they supervise. Romantic or sexual relationships between other employees shall not create conflicts of interest or discord or distractions that interfere with other employees' productivity.
43. Employees are encouraged to report in good faith any waste of public funds, property or resources, any unsafe acts, or any violation of law, City policies or regulations. When possible, such reports should be at a time and in a manner that gives the City a reasonable opportunity to correct the waste or violation.
44. Employees are expected to fully cooperate with investigations. This policy prohibits any adverse action against an employee for participating or giving information in an investigation, hearing, court proceeding, legislative or other inquiry, or other form of administrative review. Employees who engage in adverse actions or retaliation are subject to disciplinary action, up to and including termination of employment, and may be subject to civil fines pursuant to applicable law.
45. Employees are prohibited from making reports when the employee knew or reasonably should have known the report was malicious, false or frivolous.

CORRECTIVE ACTION

The City's corrective action procedures are designed to provide City departments a standardized process to communicate expectations and prevent a recurrence of undesirable employee behavior. Outlined below are the progressive steps of the City's discipline procedure. The City reserves the right to combine or skip steps depending on the facts of each situation and the nature of the offense. Some of the factors that will be considered are whether the offense is repeated despite coaching, counseling or training; the employee's work record; and the impact the conduct and/or performance has on the work group or organization.

Discipline is typically administered in a progressive manner so that the least amount of corrective action needed is used to correct the employee's conduct. However, as determined by the City, the discipline issued will depend on the seriousness of the behavior, which could include termination as the first disciplinary step. All matters involving discipline will remain confidential to the extent possible.

The following actions, in no particular order, are among the available disciplinary steps that can be taken by the City Administrator or Department Head in response to personnel policy violations:

- Oral warning
- Written warning
- Formal written reprimand
- Suspension with or without pay
- Involuntary demotion
- Probation
- Termination

There is no appeal from any of the above levels of discipline. However, the City requires that employees receive written notice and an opportunity to be heard before any of the following actions occur - termination of employment, an involuntary demotion when there is a loss in pay, or an unpaid suspension. The employee will receive a Notice of Intent to Discipline outlining what the employee allegedly did, referencing any policies or regulations, rules, laws, or previous directives that the employee allegedly violated, a statement that termination, involuntary demotion, or unpaid suspension may be issued if a violation is found, and sets forth a time to discuss the contents of the letter.

The meeting to discuss the contents of the Intent to Discipline letter will include the Department Head, the City Administrator, and the employee. At the meeting, the employee will be informed of the information supporting the allegations and will have an opportunity to share any relevant information. If the employee fails to attend the meeting, the City will base the decision on the available information.

The Department Head and City Administrator will consider all of the information and make a decision and notify the employee in writing of the outcome of the Intent to Discipline meeting. There is no internal appeal of the written decision.

PERFORMANCE MANAGEMENT – *The City is working in partnership with the Employee Engagement Committee to create an improved tool for providing feedback on employee performance, which is currently undergoing beta testing with the Planning & Building Department.*

Each employee may be evaluated at six months of employment to receive any cost of living adjustment or bonus program increases and then on an annual basis to assess the performance of that employee in the job being performed for the City. Formal performance appraisals are usually conducted after an employee's first six-months of employment with the City in a new position of responsibility. Thereafter, formal performance evaluations may take place at the end of each year thereafter. Formal evaluations may also be completed at other times as the need arises.

Regular performance appraisals provide both the employee and their supervisor the opportunity to discuss how well each employee is meeting expectations, to clarify job responsibilities, make corrections

when needed, and to explore possibilities for the development of skills and advancement. Each evaluation will be given on the basis of the direct supervisor's observations of the employee's performance, the accuracy of the employee's work in addition to the quantity, and additional efforts expended by the employee on behalf of the City. Each supervisor must complete a standard evaluation form, or other format provided by the City Administrator, which shall be placed in the employee's permanent record file. The City may ask the employee to sign the performance appraisal to indicate that it was reviewed with the employee, but the employee's signature does not signify that the employee agrees or disagrees with the City's evaluation.

PROBLEM RESOLUTION

Employees are encouraged to openly discuss employment-related concerns with their supervisors at any time. Supervisors should maintain an open-door approach for such discussions. If a concern develops into a grievance, the following process can be used to resolve employment related grievances promptly. A grievance is a work-related matter, excluding matters or issues where a separate review or hearing process exists, such as allegations of discrimination or harassment and discipline and termination decisions.

If an informal discussion between the employee and their direct supervisor does not resolve the employee's concerns, the employee must put in writing their concerns and provide this to the supervisor within ten workdays of when the informal discussion occurred. If a resolution is reached, this must be documented and signed and dated by the employee and the supervisor. The supervisor shall put the written resolution in the employee's personnel file. If resolution is not reached, the supervisor shall provide a written reason to the employee.

If resolution is not reached, the employee can appeal in writing the supervisor's decision to the next level of supervision. The next level supervisor must receive the employee's written appeal within five workdays of when the employee received the supervisor's written decision. The next level supervisor can choose to meet with the employee to discuss the matter. If a resolution is reached, this should be documented and signed and dated by the employee and the next level supervisor. The next level supervisor must put the written resolution in the employee's personnel file. If resolution is not reached, the supervisor shall provide a written reason to the employee.

If resolution is not reached or the next level of supervision is the City Administrator, the employee can appeal the decision to the City Administrator or Mayor, if the City Administrator is the subject of the grievance. The employee's appeal must be in writing and submitted within five workdays of receiving the previous level supervisor's decision. The City Administrator/Mayor can choose to meet with the employee to discuss the matter. The City Administrator/Mayor will make a final, written determination of the matter. There is no appeal from the final determination. The final written determination will be placed in the employee's personnel file.

EMPLOYEE USE OF CITY VEHICLES

If an employee uses one of the City's vehicles or uses their own vehicle while performing their work duties, the following applies:

1. To use a City owned vehicle, the employee must have and carry with them a valid Idaho driver's license. If an employee uses their own vehicle for City business, evidence of satisfaction of insurance and a copy of their current driver's license must be kept in the employee's personnel file.
2. Employees may not loan out City-owned vehicles or equipment to others without permission from the City Administrator, or Department Head. The employee must operate a vehicle in a safe, courteous and lawful manner.
3. Employees may not use City-owned vehicles for personal use, including but not limited to errands and travel to and from an employee's home, unless otherwise authorized by the City Administrator or Department Head.
4. If an employee has a City-owned vehicle for use on an on-going basis, the employee must maintain the vehicle in proper working order.
5. Employees must not operate a City vehicle while under the influence of drugs, alcohol, or any controlled substance.
6. Employees must promptly notify their supervisor and the City Administrator of any citations for moving violations or accidents, and provide a copy of the employee's driving record upon request. Any citation will require the Employee to submit to a drug or alcohol test, unless waived by the City Administrator. Vehicle damage may require the Employee to submit to a drug or alcohol test.
7. Each employee must report any state-imposed driving restrictions to their immediate supervisor. Each employee is also obligated to notify their supervisor in the event that their driving abilities are impaired by anything other than state restrictions.
8. Only authorized signs shall be placed on any City owned vehicle.

USE OF PORTABLE ELECTRONIC DEVICES WHILE DRIVING OR BICYCLING

The use of portable electronic devices shall be prohibited while an employee is operating a motor vehicle or bicycle on City business. Use of a hands-free system such as Bluetooth or headphones, or an affixed GPS system, or a vehicle mounted mobile data computer is permitted.

Portable electronic device means a hand-held, mobile telephone, personal digital assistant, MP3 or other hand-held music player, electronic reading device, laptop computer, pager, broadband personal communication device, GPS or navigation system, electronic gaming device or portable computing device.

Handheld cell phone use is permitted in the event of an emergency, such as calling 9-1-1 to report a crime or an accident. Even in an emergency situation, it is best to pull over and come to a complete stop before using or operating any mobile or handheld device.

EMPLOYEE TRAVEL

1. Same Day Out of Town Travel

Travel time to and from out of town training or meetings will be considered time worked for employees classified as non-exempt under wage and hour laws. Employees must submit all receipts along with a travel expense voucher in order to receive reimbursement. The time spent in traveling to and returning from the other City is work time, except that the City deducts/does not count that time the employee would normally spend commuting to the regular work site.

2. Out of Town Overnight Travel

For overnight travel, travel time during the employee's regular workday is compensable for employees classified as non-exempt under wage and hour laws. Therefore, if an employee will be away from home overnight, the travel should be planned and scheduled (whenever possible) to occur during the employee's normal work hours. The time is not only hours worked on regular working days during normal working hours but also during corresponding hours on nonworking days.

Employees shall use the most practical mode of travel from the standpoint of time and expense. Supporting documentation shall be attached to the travel expense voucher.

Reimbursement for travel by common carrier shall be limited to the lowest cost means of travel unless it is impractical or not available. When for personal reasons a traveler is authorized by the Department Head to use a private conveyance in lieu of a common carrier, reimbursement will be limited to an amount for travel, meals, lodging and miscellaneous expenses equal to the amount which would have been incurred had the travel been by common carrier. Authorized travel time shall be limited to that which would have been allowed had the employee traveled by common carrier. Unless the Department Head specially authorized a leave of absence, excess travel time incurred by the authorized use of a private conveyance for personal reasons during working hours shall be charged to the travelers accrued leave.

A Travel Request Form shall be submitted and approved prior to any travel taking place. For reimbursement of travel expenses, a Travel Expense Report shall be filed by the employees for reimbursement of expenses, which must be approved by the department head. The purchase of alcohol will not be reimbursed.

TELECOMMUNICATIONS SYSTEMS POLICIES

Personal use of telephones, faxes, electronic mail and Internet access is strongly discouraged and must not interfere with the employee's work. City communications and electronic equipment are provided for business purposes.

Telephones: The City recognizes that employees may be required to use the telephone for personal calls. Employees may be required to reimburse the City any charges resulting from their personal use of the telephone and other communications systems owned and operated by the City. Personal calls should be kept to a minimum and should not interfere with an employee's work duties.

Mail: The use of City paid postage for personal correspondence is not permitted. Employees should not use the City address for regular receipt of personal mail.

Facsimile: Transmission using City facsimile machines are to be made for business purposes.

Cellular Phones: The City may issue cellular telephones to employees when necessary for the efficient conduct of business. Use of the cellular telephones is restricted to City business, with the exception of de minimis personal use.

Certain employees of the City are required to use their personal cell phones to conduct business. Other employees may choose to use their personal phone as their primary phone for City business. Subject to approval of the City Administrator, the City will pay a \$30.00 monthly phone stipend as reimbursement for using a personal phone for City business. Messages generated and received on these phones, including audio, text and visual may be considered City property. As such, City may be subject to Idaho public records request laws.

ELECTRONIC MAIL AND INTERNET POLICY

Although employees may have a personal, private password on their City provided technology, the administrator of the information system has access to all electronic mail messages in order to ensure compliance with City policies.

The City does not permit the posting of items for solicitation on bulletin boards or the circulation of memos soliciting sales or contributions to charity, and likewise such posting is prohibited through the electronic mail system.

All City policies concerning conduct of employees, such as courtesy, solicitation, and harassment, apply to the use of the voice mail, electronic mail system and the Internet.

Employees have no personal privacy right to anything created, received, or sent on or from the City's e-mail or voice mail system, and by accessing the system, employees expressly waive any right of privacy in anything that they create, store, send, or receive on the system. By accessing the system, employees further consent to allowing personnel of the City to access all material created, sent, or received on the system.

Employees are not to place personal copies of software or data on any computer without prior authorization. Each employee is responsible for the content of all text, audio or images they place on or over the City e-mail or Internet system.

All items downloaded to the City Web site must be scanned for viruses. All items downloaded from the City site or any other locations must also be scanned for potential viruses. Anti-virus software must be used to scan for viruses before any material is placed on the City internet system.

Electronic information may be a public record pursuant to Idaho law. Accordingly, maintaining such public records shall be at the direction of the City Clerk.

DRUGS AND ALCOHOL

The City has a vital interest in maintaining safe, healthy and efficient working conditions for its employees. Drug and alcohol use may impose serious safety and health risks to the employee and the workplace and may also impair the efficient operation of the City business. For these reasons, the City has established the following policy with respect to the use, possession or sale of alcohol or drugs.

1. On-the-Job Use, Possession or Sale of Drugs or Alcohol

Employees are prohibited from consuming alcohol while working or while on-call. Employees are also prohibited from reporting to work under the influence of alcohol. This includes unanticipated call-in situations. If an employee cannot meet this requirement, it is the employee's responsibility to tell their supervisor, or person initiating the call-in, that they cannot report to work.

Because alcohol is a legal substance, it is not the intention of this policy to prohibit employees from consuming alcohol when not on duty, or while participating in activities or events at City facilities while not on duty, or during the course and scope of employment when the employee's performance of duties has concluded for the day.

Listed below are examples of situations in which the responsible use of alcohol by employees during the course and scope of City business may be acceptable. However, employees are expected to seek prior direction from their Department Head or the City Administrator regarding the appropriateness of consuming alcohol in these situations.

- While attending seminar or conference function where alcohol is being served.
- While traveling on business, provided all work duties for the day have been completed.
- Although alcohol use may be permitted under limited circumstances, employees are expected to use good judgment and behave in a professional and respectable manner while in the course and scope of City business. Misuse of alcohol under these circumstances is a violation of this regulation and may result in disciplinary action up to and including termination.

2. Legal Drugs and Medication

Except as provided below, the use or being under the influence of legally obtained drugs, to the extent that an employee is affected in any manner, while performing City business or in a City facility is prohibited to the extent that such use or influence may affect the safety of co-workers or members of the public, the employee's job performance, or the safe or efficient operation of the City facility. An employee may continue to work, even though under the influence of a legal drug, if the City has determined, after consulting with appropriate medical authorities, that the employee does not pose a safety threat to themselves or the safety of co-workers or the public, and that the employee's job performance is not significantly affected by the legal drug. Otherwise, the employee may be required to take a leave of absence or comply with other appropriate actions determined by the City.

3. Illegal Drugs

The use, sale, purchase, transfer, or possession of any illegal drug by any employee while in a City facility, vehicle or while performing business is strictly prohibited. The presence of any amount of any illegal drug in or on an employee while performing City business is prohibited.

4. Searches

The City may conduct unannounced searches for illegal drugs or alcohol on property. Employees shall cooperate in conducting such searches. Searches of employees and their personal property may be conducted when there is reasonable suspicion to believe that the employee or employees may be in violation of this policy. Law enforcement may be involved in this process.

5. Drug and Alcohol Screening

The City may conduct drug and alcohol screening as outlined in this policy. For the purpose of this policy, a safety sensitive position is defined as a position in which impaired job performance could affect the health and safety of the employee and others. Sensitive positions are those in which the responsibilities of the position require employees to:

- Qualify and maintain qualification standards to carry firearms;
- Perform emergency medical, lifesaving, and/or fire suppression activities;
- Supervise employees during the performance of critical incident functions which require employees to qualify to carry firearms, perform emergency medical, lifesaving and/or fire suppression activities;
- Operate, maintain, or inspect emergency vehicles, heavy equipment, or vehicles having a gross combination weight rating of 26,001 or more pounds and/or life saving equipment used for emergency services;
- Obtain a national security clearance as a condition of employment;
- Exercise custodial responsibility for illegal drugs or precursors;
- Work directly with and oversee minors in the absence of their parent or guardian, or work directly with and oversee vulnerable adults in the absence of their caretaker or guardian;
- Handle hazardous materials that if mishandled, place the public at risk of serious injury.

The job functions associated with these positions directly and immediately relate to public health and safety, the protection of life, and law enforcement.

a. Pre-Employment, Post-Offer Screening

Individuals applying for safety sensitive positions who are given a conditional offer of employment will be subject to testing for illegal drugs. This includes current employees promoting, demoting, transferring, or being reassigned from a non-safety sensitive position to a safety sensitive position.

b. Reasonable Suspicion Testing

Any employees will be tested for alcohol and/or illegal drugs when there is reasonable suspicion of on-duty use or impairment. Reasonable suspicion testing may be based upon, among other things: 1) observable phenomena, including but not limited to direct observation of drug or alcohol use or

possession and/or the physical symptoms of being under the influence of a drug or alcohol; 2) a pattern of abnormal conduct or erratic behavior; 3) arrest or conviction for a drug or alcohol-related offense, or the identification of an employee as the focus of a criminal investigation into illegal drug possession, use or trafficking; 4) information provided by reliable and credible sources or which is independently corroborated; or 5) newly discovered evidence that the employee has tampered with a previous alcohol or drug test. Although reasonable suspicion testing does not require certainty, mere hunches alone are not sufficient to meet the standard for a test.

If an employee is suspected of using alcohol or illegal drugs, the appropriate supervisor will gather all information, facts, and circumstances leading to and supporting this suspicion and present them to the City Administrator in writing.

The employee shall not be allowed to operate a vehicle or perform sensitive duties until the circumstances are evaluated and the supervisor receives higher concurrence. Employees who are subject to reasonable suspicion testing shall at the City's expense be transported to and from the collection facility.

c. Random Testing

Random testing for alcohol and/or illegal drugs will be conducted on employees whose positions are designated as safety sensitive and in accordance with the procedures related to employees required to hold a commercial driver's license.

Random tests will be unannounced and occur throughout the calendar year. The random selections will be conducted by the designated drug testing contractor using a lottery system and City will notify the individual's supervisor or designee and provide the name of the individual selected for random testing. The employee shall not be given advance notice of the scheduled testing. Upon notification by the supervisor, employees shall proceed immediately to the testing site. Because the selection process is truly random, it is possible some employees will be selected multiple times while others may never be selected.

d. Post-Accident Drug and Alcohol Testing

Employees involved in on-the-job accidents or who engage in unsafe on-duty job-related activities that pose a danger to themselves or others or the overall operation of the City may be subject to drug and alcohol testing. Based on the circumstances of the accident or unsafe act, the City Administrator or Department Head may promptly initiate testing when such circumstances involve:

- Death; or
- Serious personal injury requiring immediate emergency room or urgent care center treatment; or
- Damage to government or private property estimated more than \$5,000.

An employee subject to post-accident testing shall remain available for such testing, or the City may consider the employee to have refused to submit for testing. An employee subject to post-accident testing shall not consume alcohol or drugs, either legal or illegal prior to the testing. Exceptions may be

made for prescribed maintenance medications and/or medications administered to treat an injury related to the accident.

e. Test Refusal

Employees will be considered to have refused testing if they:

- Refuse to test;
- Fail to report for a required test at the scheduled time;
- Engage in conduct that clearly obstructs the testing process;
- Tamper with the test;
- Fail to provide adequate breath or specimen volume without a verified medical explanation.

Employees who refuse to be tested, as described in the test procedures, when so required, shall be subject to the full range of disciplinary consequences up to and including termination.

f. Employee Assistance Program

Any employee needing help in dealing with problems is encouraged to use the City's Employee Assistance Program (EAP) and the benefits available through the City's medical plan.

g. Safe Harbor Referral

A fundamental purpose of the City's drug-free workplace policy is to assist employees who themselves are seeking treatment for alcohol or illegal drug use. For this reason, the City will not initiate disciplinary action against any employee regarding the disclosure of their drug or alcohol related problem who meets all three of the following conditions:

- Voluntarily identifies themselves to their supervisor or the City Administrator as a user of alcohol and/or illegal drugs, as they apply to this policy, prior to being identified through other means, or prior to being asked to provide a urine and/or breath sample for testing;
- Obtains evaluation, counseling, or rehabilitation from an approved facility; and
- Thereafter refrains from using illegal drugs or misusing prescription drugs and/or alcohol.

This provision is not intended to allow an employee to evade disciplinary action. The key to this provision's rehabilitative effectiveness is an employee's willingness to admit their problem. Since the key to this provision's rehabilitative effectiveness is an employee's willingness to admit their problem, this provision is not available to an employee who requests protection under this provision after:

- Being identified through other means; or
- Being asked to provide a urine sample for testing; or
- Having had a verified positive test result for alcohol and/or illegal drugs pursuant to this regulation.
- Drug or alcohol related incidents that are subject to discipline and occurred prior to seeking Safe Harbor are not covered by Safe Harbor protections. An employee who requests Safe Harbor will be required to sign an agreement outlining their obligations under Safe Harbor.

h. Contract Personnel

The policy provisions stated above are applicable to contract personnel. Violation of these provisions or refusal to cooperate with implementation can result in the City barring contract personnel from City facilities or participating in City operations.

i. Commercial Driver's License

The City complies with all provisions outlined in the federal and state laws regulating commercial drivers' licenses.

CHILD ABUSE REPORTING

It is the City's desire to provide as safe an environment as possible for children who participate in City programs, and to give notice to employees of the reporting requirements of State laws covering child abuse, abandonment, or neglect (abuse).

When an employee has reason to believe that another employee is abusing a child, the following steps should be followed:

- The employee who becomes aware of another employee's suspected abuse shall immediately notify their supervisor of the suspicion. The supervisor shall require the employee to immediately contact Child Services [CPS] or in the case of an emergency, the City Police. Neither the supervisor nor the employee shall engage in any form of investigation.
- The supervisor shall notify their Department Head who will advise the City Administrator that a report has been filed, consistent with State law.

Following the completion of the reporting and investigative process, an in-house debriefing session will be conducted to review each phase, to determine need for additional training, and to review the reporting procedure for possible revisions.

If a child is suspected of being a victim of child abuse, these steps will be followed:

- The employee will immediately notify their supervisor of the suspected abuse and report the suspicions to Child Protective Services [CPS].
- The supervisor shall notify their Department Head who will advise the City Administrator.
- The proper authorities will conduct the investigation. Neither the supervisor nor the employee shall attempt any form of investigation.
- In order to protect the privacy of all persons involved, all phases of the reporting procedure shall remain strictly confidential. The person(s) making the report will remain anonymous, provided their report was made in good faith; however, persons with a legitimate need to know will be notified. Confidentiality of principals and witnesses cannot be guaranteed if criminal investigation or prosecution is pursued.
- Any and all media contact will be exclusively coordinated through the City Administrator.

Any person who has reason to believe that a child has been abused, abandoned or neglected and, acting upon that belief, makes a report of abuse, abandonment or neglect as required by law shall have immunity from any liability, civil or criminal, that might otherwise be incurred or imposed. Any person who reports in bad faith or with malice shall not be protected.

Any person who makes a report or allegation of child abuse, abandonment or neglect knowing the same to be false or who reports or alleges the same in bad faith or with malice shall be liable to the party or parties against whom the report was made.

GENERAL PROVISIONS

1. Travel Expense Reimbursement

An employee on City business shall be reimbursed for expenses incurred in completing their work-related assignment in accordance with the policies established by the City Administrator. Each employee is responsible for providing verified receipts for any expenses for which reimbursement is requested. All employees traveling or incurring business expenses on behalf of the City as well as those responsible for the approval of these expenses are expected to use prudence, discretion, and good judgment to assist in maintaining control over travel expenses. The City will not pay for entertainment not included in the function package. Additionally, the City will not pay or reimburse for alcohol.

2. On-the-Job Injuries

All on-the-job injuries shall be reported to the Department Head within 24 hours of the injury to allow filing of worker's compensation claims in the proper manner. If an employee is disabled temporarily by an on-the-job accident that employee may be eligible for worker's compensation benefits upon submission to the State Insurance Fund. The City Treasurer must make sure the proper forms are filed with the State of Idaho for worker's compensation benefits eligibility. Return to employment will be authorized on a case-by-case basis upon consultation with the supervising official and the State Insurance Fund. Concerns associated with injured worker status may be brought before the supervisor and City Administrator for review.

The City has adopted a wage loss recovery benefit known as Kept on Salary (KOS). This benefit applies to full-time regular employees with a compensable work injury or illness under Idaho Workers' Compensation laws. Under the KOS benefit, if an injured employee is unable to work due to a compensable injury or illness, the employee will receive the difference between the statutory workers' benefit amount and the employee's regular net pay.

The KOS benefit begins after the workers compensation statutory five (5) calendar day waiting period, unless specifically exempt as defined by Idaho Code 72-1104. A KOS eligible employee may receive the KOS benefit for a period of time not to exceed six (6) months. After six (6) months, the employee receives the statutory temporary disability benefit as defined and allowed under applicable Idaho laws.

All time off work must be documented by the treating health care provider.

Employees who are not eligible for the KOS benefit may be eligible to receive the statutory temporary disability benefit.

All time off work must be documented by the treating health care provider.

3. Nepotism

No person shall be employed by the City which would result in a violation of the anti-nepotism provisions found in Idaho Code. Any such appointment may be voided by the Mayor if not done voluntarily by the appointing official.

The City shall not hire individuals as part time or full time employees that meet the following:

- An individual who is related within the second degree or married to a Department Head, department manager or supervisor in any department of the City.
- An individual who is married to an existing City employee in the same department. If two employees become married, one employee shall resign within 30 days of the marriage.
- No person related to the Mayor or member of City Council by blood or marriage within the second degree shall be appointed to any clerkship, office, position, employment or duty when the salary, wages, pay or compensation of such appointee or employee is to be paid out of public funds.

Individuals related within the second degree may be hired, subject to approval of the City Administrator, provided neither one is in a supervisory or management position. Should one become a supervisor, manager or director, the other shall resign within 30 days of the new position appointment.

4. Use of City Meeting Space

The City makes its meeting rooms available to the public and when employees are off-duty. The meeting rooms are open to individuals and organizations engaged in educational, cultural, intellectual or charitable activities. The City makes its meeting rooms available to area businesses for non-commercial purposes, such as employee meetings or retreats. Neither the City itself nor the meeting rooms are designed to accommodate commercial or pecuniary activities of any kind. This policy does not apply to the use of the meeting facilities for City activities or for activities or events sponsored by the City. "Meeting Facilities" shall include meeting rooms in City Hall, Fire Station One, and Forest Service Park.

The Meeting Facilities of the City shall be available subject to the following conditions:

1. The scheduled use shall not conflict with City sponsored programs or the City's ability to deliver its existing services.
2. The following legend must prominently appear on any sign, advertisement, invitation or other notice or announcement of an event to be held in City Meeting Facilities: "This event is neither sponsored nor endorsed by the City." Failure to include such legend will result in forfeiture of the right to use the applicable Meeting Facilities.
3. Unless approved by the City, use of City Meeting Facilities by an individual or an organization for meetings or events which are open to the members of the general public or which are

advertised or promoted to encourage attendance by members of the general public shall not exceed two times per year and shall not exceed once per month. Use of Meeting Facilities by an individual or an organization for meetings or events at which attendance is limited to organization members and/or their invited guests shall not exceed five times per year and shall not exceed once per month. Meetings which are open to the general public may pose a greater likelihood of imposing additional burdens on City personnel and may be more disruptive to the quiet enjoyment of the City by patrons.

4. The user shall be responsible for assuring that permitted occupancy limits pursuant to applicable fire or safety codes are not exceeded. The user will restore the premises to a clean and neat condition following the assembly. The City will be reimbursed for any costs to the City resulting from the use of a Meeting Facility by an organization or individual. Any fees, conditions, or other requirements for the use of a meeting facility shall be specified in the relevant use agreement.

SEPARATION OF EMPLOYMENT

1. Resignation

In order to resign in good standing employees shall give their supervisor written notice at least fourteen (14) calendar days prior to the employee's last workday. An employee's supervisor may choose to waive the fourteen (14) day notice requirement if they believe individual circumstances warrant it. If the fourteen (14) day requirement is waived, a written resignation letter is still required. The City may deny any request by an employee to rescind a resignation.

Job abandonment shall be defined as an unexcused or unauthorized absence of two (2) working days or more, which shall subject the employee to termination.

2. COBRA Benefits

Employees of the City who currently receive medical benefits, who separate from their employment may be eligible to continue those medical benefits at the employees' sole cost and expense for a limited time in accordance with the Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA).

3. Final Paycheck

Upon ending employment with the City, final paychecks will be issued to the employee on the next regular payday or in ten days (excluding weekends/holidays) whichever is sooner. If the employee gives the City Treasurer a written request for earlier payment, the employee will be paid within 48 hours (excluding weekends/holidays) of receipt of the request or the last day worked, whichever is later.

4. Exit Interview

Each employee who terminates from employment with the City may participate in an exit interview with the employee's supervisor or in the event of involuntary termination, with the City Administrator. In such interview, the supervisor shall notify the employee when certain benefits will terminate and when

final pay will be issued. The employee will inform the interviewer about their impressions of employment in such interview. An employee exit form, or other written record, will be completed at this point and will be retained in the employee's personnel file.

5. Reductions in Force

Employee assignments may be affected by a reduction in force made due to economic or other conditions. The City Administrator or designee reserves the right to make any changes in the work force or assignment of resources that is deemed to be in the organization's best interests. The City Administrator may also specify at the time reductions in force are made what reinstatement preferences may accompany the reductions, if any. Reinstatement preferences may be tied to the classification of the employee, to specialized skills possessed by the employee, or any other non-discriminatory reason.

6. Eligibility for Rehire

Former employees who were terminated, resigned in lieu of termination, had poor performance records, quit without proper notice, or were not in good standing with the City are not eligible for rehire.

7. Return of City Property

All City property shall be returned at or before the time of separation, including but not limited to:

- City credit or purchasing cards
- City uniforms or clothing
- Mobile devices
- Employee identification badge
- Keys to City vehicles and buildings
- City-owned technology
- Tools or other equipment
- Any other City property in possession of the employee

Failure to return items may result in criminal charges.

ACKNOWLEDGEMENT OF RECEIPT OF EMPLOYEE HANDBOOK

I acknowledge receipt of the City of Ketchum's Employee Handbook (Handbook). I understand that this Handbook is not a contract and cannot create a contract. I understand that I am responsible for familiarizing myself with the contents of the Handbook. I understand that I am obligated to perform my duties of employment in conformance with the provisions of the Handbook and any additional rules, regulations, policies, or procedures from the department where I work.

Printed Name: _____

Signature: _____

Date: _____

cc: Personnel File

City of Ketchum, Idaho Employee Personnel Policy Handbook

Adopted November 2, 2015

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WELCOME TO THE CITY OF KETCHUM

This manual represents a collection of the City of Ketchum's employment policies. As Idaho is an "at-will" state, this is not an employment contract and does not guarantee any fixed terms and conditions of employment. This manual is intended for information and guidance.

One of our main objectives is to provide a work environment that supports personal and professional growth. The City of Ketchum is proud of its history and employees. At whatever time you joined us, you were selected because of your skill, experience and commitment to team work elements that are essential to our responsiveness and our ability to provide City of Ketchum residents with high quality service.

This manual is designed to acquaint you with the City and provide you with information about working conditions, employee benefits and some of the policies affecting your employment. You should read, understand and comply with all provisions of the manual. It describes many of your responsibilities as a City employee and outlines the programs developed by the City to benefit employees.

The practices, policies, plans and benefits in this manual apply to all employees. However, no Personnel Policy Manual can anticipate every circumstance or question about policy. As the City continues to evolve, the need may arise at any time to amend or terminate the practices, policies, plans and benefits described in this document. Any subsequent changes approved by the City Council will supersede the contents of this document.

Employees have a duty to familiarize themselves with the contents of the Personnel Policy Manual as soon as possible, for it will answer many questions about employment with the City of Ketchum. It is also suggested that you keep a copy of this manual handy for future reference. Your supervisor will also be available to address any questions not answered in this manual.

Thank you for your service and commitment to the city of Ketchum.

THE CITY OF KETCHUM PERSONNEL POLICY

This Personnel Policy is not a contract. No contract of employment with the city of Ketchum will be valid unless it is signed in accordance with proper procedures by the Mayor and specifically authorized by City Council and unless it is signed by and contains the name of the employee who would be benefited by the contract. All employees of the City are "AT WILL" and can be terminated with or without cause and absent prior notice by the City.

Changes to the policies and benefit offerings outlined in this Handbook are subject to change at any time, without notice. Changes may be made in the sole discretion of the City Council.

1. GENERAL POLICIES

A. INTRODUCTION TO PUBLIC EMPLOYMENT

The Organization in which you work. The City of Ketchum is a political subdivision of the State of Idaho, though it is not a part of state government. The City Council serves as the governing body for the City of Ketchum. The City Council has primary authority to establish terms and conditions of employment with the City of Ketchum. The City Council also appoints personnel to help carry out its administrative responsibilities.

The responsibility and authority for the enforcement and administration of the policies and procedures set forth herein are vested in the Mayor, City Administrator, City Clerk, and Department Supervisors.

As with all elected public officials, the City Council is ultimately responsible to the voters of the City of Ketchum. The terms set forth in this booklet reflect public entity policy at the time of its printing, but they are subject to change at any time, without prior notice, and at the sole discretion of the City Council.

Only the City Council has authority to establish general policy for the City of Ketchum employees. Each employee should recognize that although he/she may serve as an employee in the office of an elected or appointed official, he/she remains an employee of the City of Ketchum, not of the official who supervises his/her work. The terms and conditions set forth in this policy, and in the resolutions and policy statements which support it, cannot be superseded by any other official's commitment, without the express written agreement of the City Council. That is particularly true for terms or conditions which would establish a financial obligation for the City of Ketchum, now or in the future. It is important that all employees understand the relationship between policy adopted by the City Council and department policy implemented by other elected officials.

B. EQUAL EMPLOYMENT OPPORTUNITY STATEMENT

All selection of City of Ketchum employees and all employment decisions, including classification, transfer, discipline, and discharge, will be made without regard to race, religion, gender, sexual orientation, age, national origin, or non-job-related disability. No job or class of jobs will be closed to any individual except where a mental or physical attribute, gender, or age is a bona fide occupational qualification. It is the policy of the City of Ketchum to comply in all respects with the Americans with Disabilities Act. All objections to application of the City of Ketchum's policy in this regard shall be brought to the attention of the office of the City Administrator, or in the case of objection to actions undertaken by the City Administrator, to the City Attorney.

C. NEPOTISM PROHIBITION

No person shall be employed by the City of Ketchum which would result in a violation of the anti-nepotism provisions found in Idaho Code § 59-701, § 18-1359 or its successors. Any such appointment may be voided by the Mayor if not done voluntarily by the appointing official.

The city shall not hire individuals as part time or full time employees that meet the following:

- An individual who is related within the second degree or married to a department director, department manager or supervisor in any department of the city.
- An individual who is married to an existing city employee in the same department. If two employees become married, one employee shall resign within 30 days of the marriage.

Individuals related within the second degree may be hired, subject to approval of the City Administrator, provided neither one is in a supervisory or management position. Should one become a supervisor, manager or director, the other shall resign within 30 days of the new position appointment.

D. WAIVER.

The City Administrator or designee, reserves the right to waive any regulation in specific instances when, in his or her opinion, such waivers are legal, warranted and justified in the interests of a more effective and responsive system of personnel administration.

E. SAVING CLAUSE

If any chapter, section or portion of this policy manual is found to be invalid by duly constituted authority, it shall not affect the validity of the balance of these policies and procedures. If any portion of these policies and procedures are in conflict, the most recent amendments shall apply.

F. EMPLOYMENT START-UP

a. EMPLOYMENT FORMS TO BE COMPLETED

The following pre-employment forms must be completed before the employee may begin work for the City of Ketchum:

1. Employment application form.
2. Insurance forms.
3. Immigration form (I-9).
4. Insurance information about dependents.
5. Any other benefit forms necessary for employee information.
6. Background check waiver form.
7. Completion of W-4 Form.
8. Acknowledgement and Receipt of Employee Handbook.

b. PAYROLL REPORTING SYSTEMS

Reports of hours worked and time on and off the job must be completed in a timely manner in accordance with procedures established by the payroll officer. Each report of employee time must be signed by both the supervisor and by the employee and shall contain a certification that it is a true and correct record of the employee's time and benefit usage for the time period covered.

c. DISTRIBUTION OF POLICY

At time of employment each employee shall receive a copy of this personnel policy. It is the responsibility of the employee to familiarize themselves with the contents of the personnel policy and to acknowledge its receipt.

2. RULES OF EMPLOYEE CONDUCT

A. PERSONAL PERFORMANCE AND BEHAVIOR

Each employee of the City of Ketchum is expected to conduct him or herself in a manner which does not reflect adversely upon the City. Each employee must recognize that public employees are subject to additional public scrutiny in their public and personal lives because the public's business requires the utmost integrity and care. In order to accomplish the goals of the City of Ketchum as a public institution, each employee is expected to scrupulously avoid personal behaviors which would bring unfavorable public impressions of the City of Ketchum and its officials. In order to accomplish this, each employee:

1. Shall be prompt and regular in attendance at work or other required functions. If an employee will be unable to report to work, or will be late, he or she must let their immediate Supervisor know as soon as possible, and always before your scheduled starting time. If your Supervisor is unavailable, a message may be left with the City Clerk. The message shall include the reason for being late or absent and a telephone number where you may be reached. If an employee's absence or tardiness is due to an emergency, please call in, or have someone call in on the employee's behalf, as soon as possible.
2. Shall comply with the dress standards established in a department for which the employee works. The City Administrator or other department head may set dress standards. In the absence of any departmental dress standards, clothing shall be appropriate for the functions performed and shall present a professional appearance to the public.
3. Shall dedicate primary efforts to City of Ketchum employment with secondary employment subject to approval by the Department Head or City Administrator. The request for secondary employment shall be made in writing. This policy excludes paid on call firefighters.
4. Shall not accept gifts, gratuities or loans from organizations, business concerns, or individuals with whom the employee has official relationships while on business of the City in violation of §18-1359. No gift may be accepted which would create the impression that the giver was seeking special favor from the employee.
5. Shall not serve on any board or commission which regulates or otherwise affects the official duties or personal interests of said official or employee in a way that could create disadvantage for other members of the public or advantage for the employee.
6. Shall not release personnel information or any other public record absent adherence to state law and without the express authority of the public official responsible for custody of the record or without an order from a court of competent jurisdiction.
7. Shall not use substances, unlawful or otherwise, which will impair the employee's ability to function as a valued and competent part of the City of Ketchum's work force. Smoking and use of tobacco products is prohibited in all City-owned buildings and vehicles. Smoking by employees is permitted only during rest or meal periods and only outside of City-owned buildings. As the abuse of alcohol or any other drug is a serious threat to both personal health and job performance, employees are strictly prohibited from possessing, selling, consuming, or being under the influence of alcohol or drugs, except as authorized by a physician, while on the job.
8. Shall not engage in conduct in the operation of a motor vehicle that impairs the ability of the employee to perform job functions even though the driving conduct does not occur during hours of employment.

9. Shall not engage in workplace or public conduct otherwise detrimental to the accomplishment of the goals established by the City Council or the official or department for whom he or she works.
10. Shall not engage in criminal conduct of any kind while on or off duty. City employees are expected to behave in a lawful manner and failure to do so is a violation of the trust placed in such employees by the public and the appointing official.
11. Shall not engage in conduct away from work that, although not criminal, may reflect adversely upon the City or its officials or otherwise impair the employee's ability to perform.
12. Shall avoid conflicts of interests in appointments and working relationships with other employees, contractors and potential contractors in the City and related agencies.

B. WORKPLACE CONDUCT

Each employee will be expected to conduct him or herself in the workplace in accordance with the following rules. These rules are not all-inclusive of conduct expected of City employees. Each employee of the City of Ketchum shall:

1. Work cooperatively and constructively with fellow workers and members of the public to provide public service of the highest quality and quantity.
2. Give his/her best efforts to accomplish the work of the City for public benefit in accordance with policies and procedures adopted by the City Council and elected officials. Each employee shall be subject to the administrative authority of the Mayor, City Administrator and the department head who supervises the department where the employee works.
3. Adhere to any code of ethics in his/her profession and not engage in conflicts of interest or use his/her public position for personal gain.
4. Follow all rules for care and use of public property to assure that the public investment in equipment is protected and that the safety of the public and other workers is maintained.
5. Abide by all departmental rules whether they be written or issued orally by the supervisor. No employee shall be required to follow the directive of a supervisor that violates laws of any local jurisdiction, the state, or the United States.
6. Abide by all pertinent statutes, and City of Ketchum ordinances concerning the dissemination of information to the public from public records or about public matters. The decision to release information from the public records or to disclose writings or other information in the hands of a public official belongs with the responsible official who has official custody of that record. Each employee shall

maintain the confidential nature of records or information that is not open to public scrutiny in accordance with the direction of the responsible official.

7. Adhere to the defined work schedule and procedures for an exception to normal work schedules. Each employee shall follow all rules regarding the reporting of work hours and the approval which must be given for pay record submittal. Failure to follow such rules may be grounds for delayed payment of wages, salaries, or reimbursements, or for imposition of appropriate disciplinary penalties.
8. Follow all rules regarding work hours, breaks and lunch periods, including provisions granting supervisors authority to adjust them. Timing of work hour, including breaks and lunch periods, may be changed to accommodate the completion of necessary work.
9. Follow all rules for reporting accidents on the job. Each employee shall cooperate in the reporting and reconstruction of any job-related accident in order that workplace hazards can be eliminated and that proper consideration can be accorded to injured workers and the public.
10. Report any accidents observed to have occurred on City property or involving City property. Each employee shall provide as much information as he or she can from the observations made in the course of activities associated with one's work. Such information should be reported to the employee's immediate supervisor as soon as physically possible and reasonable efforts should be made to assist those persons in need.
11. Follow all rules regarding safety in the workplace whether established formally by the department or by outside agencies. Employees are encouraged to suggest ways to make the workplace or work procedures safer.
12. Keep their general work area clean and orderly. While the City employs custodial services to maintain larger areas, individual employees are responsible for the neatness of their own work areas. Computers used in conjunction with employee workstations shall be used for office-related functions only. Passwords assigned to employees shall be kept confidential and changed on a periodic basis. Employees must not write their login password and information down or share it with others.
13. Maintain security of records and property of the City of Ketchum. Employees shall immediately report any suspicious circumstances or missing items to their supervisor. All employees shall secure their individual workstations using designated log off prompts or other password-related security checks when away from their station.
14. City Employees should not disclose any confidential information, or disclose information from internal discussions, related to property, permitting, government, or affairs of the city of Ketchum without prior approval of the City Attorney or City

Administrator. Under no circumstances should an employee use such information to advance the financial or private interests of yourself or others.

15. If an employee utilizes one of the City's vehicles or one of their own vehicles in the performance of their employment for the City of Ketchum he/she must maintain a current driver's license.
 - a. Each employee must have and carry a valid Idaho driver's license and evidence of satisfaction of insurance, if insurance is to be provided through employee. The City may ask to keep a copy of these in the personnel file.
 - b. No City owned vehicle or equipment may be loaned out to another without prior approval from their supervisor.
 - c. Each employee shall drive in a safe and lawful manner.
 - d. Each employee must report any state-imposed driving restrictions to his/her immediate supervisor. Each employee is also obligated to notify his/her supervisor in the event that his/her driving abilities are impaired by anything other than state restrictions.
 - e. City owned vehicles shall be maintained in good running order.
 - f. Only authorized signs shall be placed on any City owned vehicle.
 - g. No employee shall operate a motor vehicle or any equipment while under the influence of drugs, alcohol, or any controlled substance.
 - h. Each employee shall immediately notify their supervisor of any citations, even if off-duty, for moving violations, or accidents.
16. Perform such obligations and duties as are necessary to carry out the work of the City in an efficient and effective manner at minimal costs and with limited risk to the public and fellow workers.
17. Use City issued credit cards in a lawful and fiscally responsible manner. Such credit cards may only be used for valid authorized city expenses. Credit cards shall be issued by the City Administrator and may be revoked for any reason.

C. PROHIBITED WORKPLACE CONDUCT

The City functions in an environment which emphasizes the importance of quality, reliability, and service. As such the City expects each employee to contribute to the quality, reliability, and excellence of the City's services within the scope of his/her job responsibilities. Failure to meet this standard of performance may be the basis for adjustment in compensation or disciplinary action, up to and including discharge. The

following list of prohibited workplace conduct is representative, but not exhaustive, prohibited conduct within the workplace. Employees of the City of Ketchum **shall not**:

1. Be present in the workplace under the influence of drugs, alcohol, illegal substances, or other substances which would impair the ability of the employee to perform his/her work competently or which would threaten the safety or well-being of other workers or the public. No worker should be absent from work on account of such conduct, even though such conduct does not occur during regular work hours.
2. Engage in abusive, unprofessional, or inappropriate conduct to fellow employees or to the public, or use abusive or inappropriate language in the presence of fellow employees or the public. Abusive language shall include, but is not limited to: profanity and loud or harassing speech.
3. Engage in malicious gossip and/ or spreading rumors; engaging in behavior designed to create discord and lack of harmony; willfully interfering with another employee's work output or encouraging others to do the same.
4. Use work time for personal business including but not limited to the following actions: selling of goods and services, voicing religious, political, or social views to members of the public during the workday. Employees should minimize the amount of work time spent on similar activities engaged in with fellow employees.
5. Engage in political activities while on duty in public service. This rule shall not apply to elected officials. Employees shall enjoy full political rights when not carrying out their work obligations.
6. Provide false or misleading information on employment applications, job performance reports, or any other related personnel documents or papers.
7. Discriminate in the treatment of co-workers or members of the public on the basis of race, religion, gender, age, disability, sexual orientation or national origin.
8. Violate state statutes or local rules regarding the inappropriate use, alteration, destruction, or removal of any public records required by law to be kept by the entity or other public officials.
9. Abuse employee benefit offerings by taking unjustified sick leave, annual vacation, or otherwise participate in a scheme or deception designed to create incorrect personnel records or to claim benefits which are not deserved in accordance with City policy.
10. Violate rules concerning absence from the workplace without proper authorization. Employees must obtain prior permission as required by the City of Ketchum policy for use of annual leave, sick, bereavement, or other types of leave granted by this

personnel policy. Failure to comply with this policy may result in disciplinary action, including dismissal.

11. Engage in prolonged visits with children, friends, or family members, salespersons or others not related to City business, whether in person, over the telephone or in an electronic manner, including email and instant messenger, or engage in any personal endeavor which interfere with the course of work in the office or department in which the employee serves.
12. Use telephones, computers or other City property in the office or workplace in a manner that disrupts the work or work flow nor shall workplace equipment be used for any purpose relating to the employee's business or other personal interests.
13. Engage in criminal conduct of any kind, while on duty or off, including any theft, fraud, violence, or similarly related crimes. City of Ketchum employees are expected to behave in a lawful and socially acceptable manner. For any employee who drives City vehicles or personal vehicles while on City business, conviction of any felony or misdemeanor moving violation may result in discipline, demotion or termination.
14. Disregard any rule established by the Mayor, City Administrator, or department head to maintain order and productivity in the workplace.
15. The City strictly prohibits a supervisor from dating or engaging in a romantic or sexual relationship with an employee that he or she supervises. Romantic or sexual relationships between other employees shall not create conflicts of interest or discord or distractions that interfere with other employees' productivity.
16. Harass a fellow worker or member of the public at any time while in active service of the City of Ketchum, as outlined in the following policy:

PROHIBITED DISCRIMINATORY HARASSMENT POLICY.

The City of Ketchum is committed to providing all of its employees with a work place free of discriminatory harassment. The City of Ketchum maintains a strict policy prohibiting sexual harassment and harassment on the basis of race, color, national origin, religion, sex, sexual orientation, physical or mental disability, age, veteran status or any other characteristic protected by applicable law. This prohibition applies to all employees, vendors, or customers of the City of Ketchum. No employee of the City is expected to tolerate any conduct prohibited by this policy from anyone while at work or engaged in City business. This policy is not intended to protect anyone who makes a false allegation of discriminatory harassment. The City of Ketchum reserves the right to take appropriate disciplinary action against any employee who makes a false allegation of harassment.

1. **Sexual Harassment.** Sexual harassment shall be defined as unwelcome advances, requests for sexual favors, and other offensive physical and/ or verbal conduct of a

sexual nature. It involves making unwelcome sexual advances or requests for sexual favors or other verbal or physical conduct of a sexual nature a condition of employment, or making submission to or rejection of such conduct the basis of employment decisions, or creating an intimidating, offensive, or hostile working environment by such conduct.

The following is a partial list of conduct, which would be considered sexual harassment:

- a. Unwanted sexual advances.
- b. Offering employment benefits in exchange for sexual favors.
- c. Making or threatening retaliation after a negative response to sexual advances.
- d. Visual conduct such as leering, making sexual gestures, displaying sexually suggestive objects or pictures, cartoons, calendars or posters.
- e. Verbal conduct such as making or using derogatory comments, epithets, slurs, sexually explicit jokes, comments about an employee's body or dress.
- f. Written communications of a sexual nature distributed in hard copy or via a computer network.
- g. Verbal sexual advances or propositions.
- h. Verbal abuse of a sexual nature, graphic verbal commentary about an individual's body, sexually degrading words to describe an individual, suggestive or obscene letters, notes or invitations.
- i. Physical conduct such as touching, assault, impeding or blocking movements.
- j. Retaliation for making harassment reports or threatening to report harassment.

The list is not all-inclusive. Any conduct which might be deemed offensive must be avoided. Sexual harassment can occur between employees of the same sex. It is unlawful for males to sexually harass females or other males, and for females to sexually harass males or other females.

2. **Other types of Unlawful Harassment.** The City of Ketchum also prohibits harassment on the basis of race, color, national origin, sexual orientation, religion, gender, physical or mental disability, age, veteran status or any other characteristic protected by applicable law. Such prohibited harassment includes but is not limited to the following examples of offensive conduct:

- a. Verbal conduct such as threats, epithets, derogatory comments or slurs;
- b. Visual conduct such as derogatory posters, photographs, cartoons, drawings or gestures;
- c. Written communications containing statements, which may be offensive to individuals in a particular protected group, such as racial or ethnic stereotypes or caricatures;
- d. Physical conduct such as assault, unwanted touching or blocking normal movement;
- e. Retaliation for making or threatening to make harassment reports to the City of Ketchum, or for participating in an investigation into harassment allegations.

3. **Complaint Procedures.** Any employee who believes he or she has been subjected to unlawful harassment prohibited by this policy should immediately tell the harasser to stop his/her unwanted behavior and immediately report that behavior, preferably in writing, to the City Administrator or Department Head. The City of Ketchum encourages each employee to use the procedures set forth in this policy to address any sexual harassment problems as quickly as possible.

Whenever the City of Ketchum is made aware of a situation which may violate this policy, the City of Ketchum will conduct an immediate, thorough and objective investigation of any harassment claims. If the City of Ketchum determines that prohibited harassment has occurred, it will take appropriate action against a person found to have engaged in prohibited harassment to ensure that the conduct will not reoccur. Employees violating the policy are subject to discipline up to and including termination.

The City of Ketchum strictly prohibits retaliation against any person by another employee or by the City of Ketchum for using this complaint procedure, reporting harassment, or for filing, testifying, assisting or participating in any manner in any investigation, proceeding or hearing conducted by the City of Ketchum or a governmental enforcement agency.

4. **Penalties.** Potential penalties for violation of any such rules may include but shall not be limited to:
 - a. Leave without pay.
 - b. Suspension for a variable or fixed period.
 - c. Demotion to position with lower compensation and/ or authority.
 - d. Dismissal.
 - e. Reprimand.

These penalties are listed in no particular order nor is there any requirement that a lesser penalty is required prior to termination or other such disciplinary action.

E. EMPLOYEE USE OF CITY VEHICLES

If an employee uses one of the City's vehicles or uses their own vehicle while performing their work duties, please be aware of and follow these requirements.

1. To use a City owned vehicle, the employee must have and carry with them a valid Idaho driver's license and provide a copy for their personal file. If an employee uses their own vehicle for City business, evidence of satisfaction of insurance and a copy of their current driver's license must be kept in employee's file.
2. Employee may not loan out City-owned vehicles or equipment to others without permission from the City Administrator, Department Head, or City Clerk.

3. Employee must operate vehicle in a safe, courteous and lawful manner.
4. Employee may not use City-owned vehicles for personal use, including but not limited to errands and travel to and from employees home, unless otherwise authorized by the City Administrator or Department Head.
5. If an employee has a City-owned vehicle for use on an on-going basis, employee must maintain said vehicle in proper working order.
6. Employee must not operate a City vehicle while under the influence of drugs, alcohol, or any controlled substance.
7. Employee must promptly notify their supervisor and the City Administrator of any citations for moving violations or accidents, and provide a copy of employee's driving record upon request. Any citation will require the Employee to submit to a drug or alcohol test, unless waived by the City Administrator. Vehicle damage may require the Employee to submit to a drug or alcohol test.

F. USE OF PORTABLE ELECTRONIC DEVICES WHILE DRIVING OR BICYCLING

1. The use of portable electronic devices shall be prohibited while an employee is operating a motor vehicle or bicycle on city business. Use of a hands-free system such as Bluetooth or headphones, or an affixed GPS system, or a vehicle mounted mobile data computer is permitted.
2. Portable electronic device means a hand-held, mobile telephone, personal digital assistant, MP3 or other hand-held music player, electronic reading device, laptop computer, pager, broadband personal communication device, GPS or navigation system, electronic gaming device or portable computing device.
3. Hand held cell phone use is permitted in the event of an emergency such calling 9-1-1 to report a crime or an accident. Even in an emergency situation, it is best to pull over and come to a complete stop before using or operating any mobile or hand held device.

G. EMPLOYEE TRAVEL

1. **Same Day Out of Town Travel.** Travel time to and from out of town training or meetings during regular business hours will be considered time worked. Employees must submit all receipts along with a travel expense voucher in order to receive reimbursement.
2. **Out of Town Overnight Travel.** For overnight travel, travel time during regular business hours is compensable. Therefore if an employee will be away from home

overnight, the travel should be planned and scheduled (whenever possible) to occur during the employee's normal work hours.

Employees shall use the most practical mode of travel from the standpoint of time and expense. Supporting documentation shall be attached to the travel expense voucher.

Reimbursement for travel by common carrier shall be limited to the lowest cost means of travel unless it is impractical or not available. When for personal reasons a traveler is authorized by the Department Director to use a private conveyance in lieu of common carrier, reimbursement will be limited to an amount for travel, meals, lodging and miscellaneous expenses equal to the amount which would have been incurred had the travel been by common carrier. Authorized travel time shall be limited to that which would have been allowed had the employee traveled by common carrier. Unless the Department Director specially authorized a leave of absence, excess travel time incurred by the authorized use of a private conveyance for personal reasons during working hours shall be charged to the travelers accrued leave.

3. A Travel Request Form shall be submitted and approved prior to any travel taking place. For reimbursement of travel expenses, a Travel Expense Report shall be filed by the employees for reimbursement of expenses.

H. TELECOMMUNICATIONS SYSTEMS POLICIES

Personal use of telephones, faxes, electronic mail and Internet access is strongly discouraged and must not interfere with the employee's work. The City communications and electronic equipment are provided for business purposes. Misuse of such systems may result in discipline or termination.

1. **TELEPHONES:** The City recognizes that employees may be required to use the telephone for personal calls. Employees may be required to reimburse the City for any charges resulting from their personal use of the telephone and other communications systems owned and operated by the City. Personal calls should be kept to a minimum and should not interfere with an employee's work duties.
2. **MAIL:** The use of City paid postage for personal correspondence is not permitted. Employees should not use the City address for regular receipt of personal mail.
3. **FACSIMILE:** Transmission using City facsimile machines are to be made for business purposes. De minimis personal use is permitted, provided reimbursement is paid to the City. All City policies apply to material transmitted.
4. **CELLULAR PHONES:** The City may issue cellular telephones to employees when necessary for the efficient conduct of business. Use of the cellular telephones is restricted to City business, with the exception of de minimis personal use.

Employees should provide cellular telephone numbers only to persons with whom the City is conducting business. Charges for personal cell phone calls will be deducted from the employee's paycheck. Excessive personal use of the City-owned cell phone may result in discipline and/ or termination.

- a. Certain employees of the City of Ketchum are required to use their personal cell phones to conduct City business. Other employees may choose to use their personal phone as their primary phone for City business. Subject to approval of the City Administrator, the City will pay a \$30.00 monthly phone stipend as reimbursement for using a personal phone for City business. Messages generated and received on these phones, including audio, text and visual may be considered City property. As such, they may be subject to records request laws of the State of Idaho.

I. ELECTRONIC MAIL AND INTERNET POLICY

1. Although employees may have a personal, private password, the administrator of the information system has access to all electronic mail messages in order to ensure compliance with City of Ketchum policies.
2. The City does not permit the posting of items for solicitation on bulletin boards or the circulation of memos soliciting sales or contributions to charity, and likewise such posting is prohibited through the electronic mail system.
3. All City policies concerning conduct of employees such as courtesy, solicitation, and harassment, apply to the use of the voice mail, electronic mail system and Internet, and violations are subject to discipline, up to and including termination.
4. Employees have no personal privacy right to anything created, received, or sent on or from the e-mail or voice mail system, and by accessing the system, employees expressly waive any right of privacy in anything that they create, store, send, or receive on the system. By accessing the system, employees further consent to allowing personnel of the City to access all material created, sent, or received on the system.
5. Employees may use the Internet to increase productivity. Employees are expected to comply with all City policies that may be applicable to the Internet. No messages with derogatory or inflammatory remarks about an individual's race, age, disability, religion, national origin, physical attributes or sexual orientation may be transmitted or forwarded using the City system. No abusive, profane, or offensive language may be transmitted through the City e-mail or Internet system. The City's harassment policy applies in full to e-mail and Internet use. Employees do not have personal privacy right regarding any matter created, received, stored, or sent on the City e-mail or Internet system or computers. Under no circumstances are pornographic or

harassing materials to be sent, received, viewed, or downloaded using City facilities at any time or using personal facilities during work hours.

6. Personal use of the Internet is not prohibited if it does not interfere with the job responsibilities and productivity. Anonymous messages are not to be sent. Aliases are not to be used. Employees are not to place personal copies of software or data on any computer without prior authorization. Each employee is responsible for the content of all text, audio or images they place on or over the City e-mail or Internet system.
7. If an employee is using an Internet site paid for by the City, employees are expected to only use it for City purposes. All work created or received using City equipment or facilities are City property. Illegal use of software is prohibited.
8. The City monitors its phone systems, networks, and computers. Information stored in or on City facilities is subject to inspection at any time without notice. Employees have no personal privacy right in anything created, received, or sent on or from the computer and/ or Internet system; by accessing the system, employees expressly waive any right of privacy in anything they create, store, send, or receive on the system. By accessing the system, employees further consent to allowing personnel of the City to access all material created, sent, or received on the system.
9. Violation of this City policy may lead to discipline, including discharge.
10. All items downloaded to the City Web site must be scanned for viruses. All items downloaded from the City Web site or any other locations must also be scanned for potential viruses. Anti-virus software must be used to scan for viruses before any material is placed on the City network system.
11. Electronic information may be a public record pursuant to Idaho Code Title 9, Chapter 3; accordingly, maintaining such public records shall be at the direction of the City Clerk.

J. DRUG TESTING

The City has a vital interest in maintaining safe, healthy and efficient working conditions for its employees. Drug and alcohol use may impose serious safety and health risks to the employee and the workplace and may also impair the efficient operation of the City's business. For these reasons, the City has established the following policy with respect to the use, possession or sale of alcohol or drugs.

1. **Pre-Employment Screening.** The City may require pre-employment screening practices designed to prevent hiring individuals who use illegal drugs.

2. **On-the-Job Use, Possession or Sale of Drugs or Alcohol.**

- a. **Alcohol:** Being under the influence of alcohol, or a combination of any drug and alcohol, to the extent that an employee is affected in any manner, while performing City business or while in a City facility is prohibited to the extent that such use or influence may affect the safety of co-workers or members of the public, the employee's job performance, or the safe or efficient operation of the City.
 - b. **Legal Drugs and Medication:** Except as provided below, the use or being under the influence of legally obtained drugs, to the extent that an employee is affected in any manner, while performing City business or in a City facility is prohibited to the extent that such use or influence may affect the safety of co-workers or members of the public, the employee's job performance, or the safe or efficient operation of the City facility. An employee may continue to work, even though under the influence of a legal drug, if the City has determined, after consulting with appropriate medical authorities, that the employee does not pose a threat to his or her safety or the safety of co-workers or the public, and that the employee's job performance is not significantly affected by the legal drug. Otherwise, the employee may be required to take a leave of absence or comply with other appropriate actions determined by the City.
 - c. **Illegal Drugs:** The use, sale, purchase, transfer, or possession of any illegal drug by any employee while in a City facility, vehicle or while performing City business is strictly prohibited. The presence of any amount of any illegal drug in or on an employee while performing City business is prohibited.
3. **Disciplinary Action.** Violation of this policy can result in disciplinary action, up to and including termination, even for a first offense.
4. **Searches.** The City may conduct unannounced searches for illegal drugs or alcohol on City property. Employees shall cooperate in conducting such searches.
- a. Searches of employees and their personal property may be conducted when there is reasonable suspicion to believe that the employee or employees may be in violation of this policy.
 - b. Searches of employees and their personal property may otherwise be conducted when circumstances or workplace conditions justify them, when reasonable suspicion exists that the employee or employees may be in violation of this policy.
 - c. An employee's consent to a search is required as a condition of employment and the employee's refusal to consent may result in disciplinary action, including termination, even for a first refusal.

- d. Searches of City facilities and property can be conducted at any time and do not have to be based on reasonable suspicion of possible violations of this policy.
- 5. **Drug and Alcohol Screening.** The City may require a blood test, urinalysis, hair follicle sampling, or other drug or alcohol screening of those persons suspected of using or being under the influence of a drug or alcohol or where circumstances or workplace conditions justify it. An employee's consent to submit to such a test is required as a condition of employment and the employee's refusal to consent may result in disciplinary action including termination, for a first refusal or any subsequent refusal.
- 6. **Contract Personnel.** The policy provisions stated above are applicable to contract personnel. Violation of these provisions or refusal to cooperate with implementation can result in the City barring contract personnel from City facilities or participating in City operations.

3. EMPLOYEE CLASSIFICATION, COMPENSATION, AND BENEFITS

The City of Ketchum compensates employees in accord with decisions made by the City Council as budgets are set and tax levies are authorized. Pay for any given position is subject to the annual budgetary process and as such may be subject to increase, reduction, or status quo maintenance for any time period.

A. CLASSIFYING EMPLOYEES FOR POLICY PURPOSES

1. Employment Status

Employees of the City of Ketchum are considered **"AT WILL"** and may be terminated with or without cause absent prior notice, regardless of any clause in this manual. Your wages or salary, benefits, and job duties are affected, in part, by your employee classification and job title. However, none of the City's employee classifications create permanent employment status for any City employee. The primary classes of employees and their respective status is outlined as follows: You may fall into more than one of these categories:

- a. **Full-Time Employee:** Employees who's typical work schedule calls for ~~more than~~ thirty (30) hours of scheduled work during each seven (7) calendar-day payroll period. Full-time employees shall receive employee benefits provided by the City of Ketchum as such benefits now exist or may be subsequently changed.
- b. **Part-Time Employee:** Any person who works less than thirty (30) hours a week, whose employment is expected to be on a continual basis in a regularly budgeted class or position. Such persons are considered "employees" but do

not receive benefits of full-time employees, nor do they enjoy any appeal rights, unless approved by the City Administrator.

- c. **Temporary/Casual/Seasonal Employees:** Employees who provide services for the City of Ketchum on a a) seasonal basis or b) temporary basis or c) whose scheduled hours of employment for the entity are typically fewer than twenty (20) hours during each seven calendar-day payroll period are classified as casual employees. Casual employees will receive no benefits provided to regular employees, except those required by law or those provided by express written authorization.
 - d. **Paid On-Call Firefighters:** The Ketchum Fire Department may be a combined department comprised of full time professional staff and paid on-call employees. The paid on-call members of the Fire Department are not covered by this manual. A separate handbook sets forth personnel rules for these employees.
- 2. **Significance of Employee Classification.** The procedures for hiring, promotion, and transfer of full-time employees shall be subject to the provisions of this policy. Disciplinary and appeal actions concerning part-time or casual/ seasonal and temporary employees are not subject to guidelines set forth in this manual except upon termination they may avail themselves to the appeal procedures provided herein.
 - 3. **Statutory Employees.** Appointed officers, pursuant to Idaho Code §50-204, are the City Clerk, Treasurer, City Attorney, Chief of Fire Services, and City Administrator.

B. RECRUITMENT AND SELECTION

- 1. **Determination of Vacancy.** A Department head shall notify the City Administrator in writing when a vacancy is anticipated or occurs in his/her department.
- 2. **Transfers at the City's Request.** Transfers may be made at the City's request to satisfy management or operational needs.

C. COMPENSATION POLICIES

1 Salary Administration

An employee's rate of pay is based on an assessment of the position, training, experience and the market for similar jobs. An increase in the wage rate or salary is dependant upon City budget considerations as well as each individual employee's job performance.

New hires will be placed at a salary based on their knowledge, education and experience as determined by the Department Director with the approval of the

City Administrator, provided it is within the approved appropriation for that department.

2. Compliance with State and Federal Pay Acts

The City of Ketchum shall comply with all State and Federal pay acts respecting the compensation of employees for services performed in the public service.

3. Classification Plan

All employees of the City of Ketchum shall be classified in the position they hold with the City of Ketchum in the following manner:

- a. Elected officials.
- b. Exempt employees (as defined by the FLSA).
- c. Non-exempt employees (as defined by the FLSA).
- d. Part-time or casual employees.

4. On Call and Call Back Pay

For on call pay, non-exempt employees will be compensated for two (2) hours of pay at straight time for a twenty four (24) hour period. On call pay is not considered time worked.

Non-exempt employees are guaranteed a minimum of two (2) hours pay for a call back.

5. Right to Change Compensation

The City of Ketchum reserves the right to change general compensation through the budget process for any reason deemed appropriate by the City Council. Compensation may also be adjusted based upon job performance and the availability of funds to maintain a solvent entity budget.

6. Overtime Compensation - Compliance with Fair Labor Standards Act

In addition to the employee classifications set forth elsewhere in this policy, all employees are classified as exempt or non-exempt for purposes of complying with the Federal Fair Labor Standards Act (FLSA). The FLSA is the Federal wage and hour law which governs the obligation of employers to pay overtime compensation. Certain employees are exempt from operation of this law because they hold positions which are professional or primarily executive or administrative in nature. As such, exempt employees are not required to receive overtime pay for hours worked beyond the limits provided by the statute. Employees who serve as sworn law enforcement officers and as fire fighters will be subject to special exceptions found in the FLSA (See 207K). Please contact your department supervisor or the City Clerk for further clarification of your FLSA status.

No employee shall accumulate overtime hours without prior written authorization from his or her supervisor.

According to the FLSA, only actual hours worked are computed for purposes of determining hours worked for overtime calculation. Therefore, the City will not count Annual Leave or any other time for which you are compensated but do not actually perform work when computing hours worked in a work week.

7. Compensatory Time Policy

It shall be the policy of the City of Ketchum to accrue Compensatory Time ("Comp Time") in lieu of payment for overtime hours worked by regular non-exempt employees. The Department Head may authorize overtime in lieu of Comp Time. This policy does not create any contractual rights. Comp Time shall be defined as time off granted to a regular non-exempt employee to offset hours worked by the employee over and above those required in the normal course of employment. The accrual of Comp Time for exempt employees is not allowed. Violations of this policy may result in disciplinary action up to and including discharge. Although the City intends that the policy will generally remain in effect, the City reserves the right to, at any time, amend, curtail or otherwise revise the policy including the temporary suspension of the policy at the sole discretion of the City Administrator.

a. ACCRUAL.

Comp Time for non-exempt employees will accrue at a rate of one and one-half hours for each hour of employment for which overtime compensation is otherwise required and where the employee has not accrued Comp Time in excess of 72 hours. Accrual of Comp Time must be approved in advance by the employee's supervisor except in cases of emergency. Employees may carry over up to 40 hours of Comp Time into the following fiscal year. Comp Time in excess of 40 hours may not be carried over or cashed out for payment at the end of the fiscal year. Comp Time is not intended for ongoing daily work. Time reports of the employee showing overtime hours accrued as Comp Time should be signed by both the employee and the supervisor as an agreement between the two that the employee will be taking Comp Time in lieu of overtime pay. Supervisors should attempt to schedule the utilization of Comp Time as it is accrued.

- a. UTILIZATION. Comp Time accrued should be utilized (redeemed) at a time mutually agreeable to the employee and supervisor. This time will also be utilized with the least amount of disruption to productivity and effectiveness to minimize departmental hardship. Use of Comp Time must be approved in advance by the employee's supervisor. If an employee takes a medical leave of absence, accrued Comp Time shall be added to other appropriate leave time for additional time off and utilized prior to the utilization of any other

accrued leave time. Upon employment separation, an employee shall be paid for unused Comp Time.

8. Reporting and Verifying Time Records

It is the responsibility of each non-exempt employee to properly record time that he or she has worked during a payroll period. Each time sheet shall bear the signature of the employee with a statement verifying its accuracy and a counter signature by a supervisor indicating that the hours claimed were actually worked. Failure to carry out these duties may result in delay in payment and disciplinary action.

9. Work Periods/Overtime Authorization

Employment with the City of Ketchum is subject to the Federal Fair Labor Standards Act as previously described. Each employee is responsible for monitoring the status of hours worked in each work period. The work week for all regular employees who are subject to the FLSA will begin at 12:00 a.m. on Saturday of each week and concludes at 11:59 p.m. of the succeeding Friday. Overtime will be allowed only when authorized by an appropriate supervisor or when absolutely necessary in an emergency. For non-exempt regular employees, hours actually worked must exceed forty (40) in a work week. Full time firefighters are covered by the effective Collective Bargaining Agreement.

Questions about overtime and compensatory time should be directed to your supervisor or the personnel/payroll office.

10. Pay Periods

Each employee is paid every two (2) weeks, and the regular payday is every other Friday. If the payday falls on a holiday, the payday will occur on the first business day preceding the holiday.

11. Compensation while Serving on Jury Duty or as a Witness in a Court Proceeding

If you receive a jury summons or a summons to appear as a witness in a court proceeding, you should immediately advise your supervisor so arrangements can be made to accommodate your absence. In recognition of your responsibilities as a citizen, leave will be granted to full-time employees called to jury duty or to serve as a court witness. Full pay will be provided during the first three days of such service. The City of Ketchum will pay the difference between the income you would receive from a scheduled forty (40) hour work week and the compensation received for jury duty, excluding mileage compensation. After the first three days the employee may elect to use accrued vacation time or unpaid leave of absence. Special allowance may be made by the City Administrator upon a showing of inordinate hardship.

If employees are dismissed from jury duty before the end of the workday, they must report to their supervisor for instruction on whether to return to work for the remainder of the work day. The employee must present checks from the court to the City Clerk/Treasurer to substantiate the claim for compensating pay. Employees shall sign over checks received for jury or witness fees to the City.

In the event that the commitment to a trial may last for an extended period of time, you must notify your supervisor. Jury duty for an exceptionally long duration may be compensated upon the discretion of the City Administrator.

12. Military Leave

Paid leave of absence will be granted to participate in ordered and authorized field training, subject to a maximum number of days as set by the Department Head. Our public entity employment policy will comply with the provisions of Idaho Code § 46-224, *et seq.*, or its successor, as those Code provisions govern leaves of absence for military service and Uniformed Services Employment and Reemployment Rights Act of 1994. If paid leave is not available, employees who are required to attend annual military training or other active military duty may take the time as either regular vacation or unpaid leave.

13. Travel Expense Reimbursement

An employee on city business shall be reimbursed for expenses incurred in completing his/her work-related assignment in accord with the policies established by the City Administrator. Each employee is responsible for providing verified receipts for any expenses for which reimbursement is requested. All employees traveling or incurring business expenses on behalf of the City as well as those responsible for the approval of these expenses are expected to use prudence, discretion, and good judgment to assist in maintaining control over travel expenses. The City will not pay for entertainment not included in the function package.

14. On-the-Job Injuries

All on-the-job injuries shall be reported to the Department Director within 24 hours of the injury to allow filing of worker's compensation claims in the proper manner. If an employee is disabled temporarily by an on-the-job accident he/she shall be eligible for worker's compensation benefits upon submission to the State Insurance Fund. The City Clerk must make sure the proper forms are filed with the State of Idaho for worker's compensation benefits eligibility. Return to employment will be authorized on a case-by-case basis upon consultation with the supervising official and the State Insurance Fund. Concerns associated with injured worker status may be brought before the supervisor and City Administrator for review.

15. Working Out of Classification

Compensation for working out of classification is provided as monetary recognition to an employee for the assumption and performance of duties normally performed by an employee of higher classification.

The assumption and performance of the duties of the higher classification must encompass the full range of responsibilities of the higher classification. This shall not apply to temporary assignments which are made pursuant to prior mutual agreement between the employee and his or her immediate supervisor for the purpose of providing a training opportunity to the employee, for a mutually agreed upon period of time.

The performance of such duties must be for an extended period of time, wherein a need exists to fulfill the duties and responsibilities of the vacant position. An extended period of time is generally considered as an assumption of duties and responsibilities that will last in excess of thirty (30) calendar days. Pay will be retroactive to the first day those duties were assumed.

Working out of classification compensation for employees shall be allowed only after written recommendation of the Department Head and concurrence by the City Administrator. For employees who are asked to work out of classification as a Department Head, the City Administrator shall recommend a proposed salary adjustment to the Mayor for approval. Recommendation and designation shall be accomplished prior to the assumption of the higher classification responsibilities.

The employee's compensation will be increased to the starting salary of the higher classification in which the employee is substituting, or five percent (5%), whichever is higher.

When the temporary assignment is completed, the employee's salary will be readjusted to its previous level, or the level where it would have attained, including general salary adjustment and step increases, if the out of classification pay had not been made. The employee's date of hire and anniversary date will remain unchanged throughout the temporary assignment.

D. EMPLOYEE BENEFITS

The City of Ketchum offers a number of employee benefits for full-time employees only. These benefit offerings are subject to change or termination in the sole discretion of the City Council or the City Administrator. If a program is terminated and not replaced with comparable benefits, participants will be notified. In some cases, there may be a waiting period before coverage begins. The policy terms may also limit coverage or eligibility depending on the number of hours an employee works. For information on these,

consult the applicable benefits booklet or contact your Supervisor or the City Administrator.

1. Annual Vacation Leave

a. Full Time Employees

Vacation leave is available to full-time employees who have completed the equivalent of six (6) months of full-time employment. Each full-time employee, except shift work assigned firefighters, who completes thirty (30) consecutive days of employment with the City of Ketchum accrues paid annual leave according to the length of such consecutive employment as follows:

- i. For up to five (5) years of continuous service; 8 hours a month or 96 hours a year;
- ii. More than five (5) years but less than ten (10) years of continuous employment; 10 hours a month or 120 hours a year;
- iii. More than ten (10) years but less than fifteen (15) years of continuous service; 12 hours a month or 144 hours a year;
- iv. More than fifteen (15) years of continuous service for the City but less than twenty (20) years; 14 hours a month or 168 hours a year;
- v. More than twenty (20) years, but less than twenty-five (25); 16 hours for each full month of continuous employment or 192 hours a year;
- vi. 18 hours for each full month of service, or 216 hours a year, more than twenty-five (25) years of continuous employment but less than thirty (30) years of continuous service; and
- vii. More than thirty (30) years of employment and thereafter, 20 hours for each full month of service, or 240 hours a year.

b. Shift work firefighters shall accrue vacation leave in accordance with the effective Collective Bargaining Agreement.

c. The maximum accrual for regular full time employees is as follows:

<u>Years of Service</u>	<u>Maximum Accrual (hours)</u>
1-5	240
6-10	260
11-15	280
16+	300

Whenever possible, vacations are scheduled as requested by the employee, subject to the City's needs in ensuring proper service coverage and in balancing the various requests of employees. For purposes of leave accrual, all past service shall be included in determining the duration of employment, provided that such service is continuous with no separation longer than six (6) months, or military service, or on written approved leave of absence or under conditions of reinstatement.

Upon separation from employment, after six (6) months' continuous service, all employees shall receive a lump-sum payment for earned, but unused vacation leave at the hourly rate of pay for the employee's grade and step. Nonexempt employees also receive a lump sum payment for unused compensatory time. Where possible, such payment, in addition to the regular salary payment, shall be made to the employee on the regular payroll immediately following the employee's termination. In the event of an employee's death, payment for accrued vacation leave shall be made to his or her estate.

2. Holidays

Eleven official holidays are provided for full-time employees. Employees who have full-time active status on the date of any holiday shall receive compensation for that day even though they do not work, as long as they have completed their orientation period and are scheduled to work on the holiday in question. Utility workers, street workers and park workers who must staff shifts regardless of holidays, shall be entitled to Comp Time off equal to holiday time. Holidays which fall on Saturday shall be observed on the preceding Friday. Those which fall on Sunday shall be observed on the succeeding Monday. The City Administrator, as necessary, may change the holiday schedule at any time.

If a holiday falls during your vacation, the holiday will not count as a vacation day. Full-time, hourly workers shall be paid for holidays on the basis of the number of hours they normally work, without overtime. If an hourly employee is required to work on a holiday, the employee will receive 1.5 times the normal hourly rate for all hours actually worked on the holiday, even though the work does not constitute overtime.

A. Recognized Holidays:

New Year's Day Martin Luther King, Jr./ Human Rights Day President's Day Memorial Day Independence Day Labor Day	Veteran's Day Thanksgiving Day Day After Thanksgiving Christmas Eve Day Christmas Day
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In addition, any day appointed by the President of the United States, or by the Governor of the State of Idaho, or the Mayor of Ketchum for a holiday.

3. Bereavement Leave

Up to three (3) days of additional paid leave of absence for a death in the immediate family (spouse, parents, grandparents, children, grandchildren, brothers and sisters). This time off may be used to arrange for and attend a funeral or memorial service and to attend to other family matters. Additional leave may be granted from accrued vacation and/or sick leave.

4. Disability Leave

The City of Ketchum shall allow any employee who is disabled in such a manner that his/her return to work is anticipated, a maximum of 120 days unpaid leave for purposes of recovering from said disability. The employee may, at his or her option, choose to use vacation and/ or sick leave to receive pay as long as such benefits are available in accordance with the Family and Medical Leave Act ("FMLA") of 1993. Employees may have rights for twelve (12) weeks of leave under the FMLA if they meet the eligibility requirements set forth in CFR 825.110. If you have any questions about your rights under FMLA please contact the City Clerk.

5. Leaves of Absence

The City Administrator, after recommendation by the supervisor, may grant up to fifteen (15) days unpaid leave for any justifiable purpose when the employee's vacation and sick leave has been exhausted. An employee may request, in writing, an unpaid leave of absence for up to fifteen (15) days. However, no employee is guaranteed a leave of absence. Unpaid leave in excess of thirty (30) days shall require written approval of the City Council.

Because of fluctuating City needs, the City cannot guarantee reemployment when an employee's leave of absence expires. If the employee's position or comparable position is not available, the employee's name will be placed on a hiring list and considered for future vacancies if the employee meets the qualifications.

The City of Ketchum will afford reasonable accommodations to qualified employees with a known disability or for an employee's religious beliefs. The City will also provide leave under particular circumstances as mandated by applicable federal or state law.

6. Reductions in Benefits

The City of Ketchum, through the City Administrator, reserves the right to change, condition, or terminate any benefits set forth in this section. No employee shall acquire any rights in any current or future status of benefits except as law otherwise requires.

7. Benefits for Part-time or Casual/ Seasonal Employees

Part-time or casual/ seasonal employees shall only receive Worker's Compensation Insurance and hours worked.

8. Insurance Coverage

The City of Ketchum provides health, vision and dental insurance to full-time employees and offers family coverage at the employee's option. Insurance coverage begins on the first day of the month following the start of employment with the City. All coverage is subject to policy terms and to change at any time. Claims procedures are administered by the City Clerk's Office.

Limited life insurance coverage and limited disability programs may be provided to full-time employees. Questions regarding the terms of these programs should be directed to the City Clerk.

Worker's Compensation insurance covering job-related injuries is provided for all employees. Questions about worker's compensation insurance should be directed to the City Clerk's Office.

9. Retirement

The retirement plan of the City of Ketchum combines benefits of the Public Employees Retirement System of Idaho (PERSI) with Social Security (FICA)). PERSI charges a percentage of an employee's gross salary, which is presently exempt from the Federal and State income taxes, and the City of Ketchum matched this with an additional larger contribution. Contact the City Clerk for further information.

10. Sick Leave

Qualified employees begin to earn sick leave at the completion of the first full month after the date of hire. Full-time non-exempt employees accrue sick leave benefits at the rate of 9 hours for each calendar month of continuous employment. Part-time employees and seasonal employees do not earn sick leave benefits. Employees do not earn sick leave benefits during any portion of a leave when they are not receiving their regular wages. Verification of illness may be required.

All sick leave shall be forfeited at the time of separation from service, and no employee shall be reimbursed for accrued sick leave at the time of separation; however, if the employee is reinstated to service within ninety (90) days after the date of separation, all sick leave credits accrued at the time of separation shall also be reinstated.

Notwithstanding the above, employees with a minimum of ten (10) years of service qualify for a payment for a portion of their accumulated sick leave at the time of separation. This payment is computed as follows:

- Retirement after ten (10) years of continuous employment:
 - Cap of 1,080 hours or fifty (50) % of accrued sick leave hours, whichever is less, times current Idaho hourly minimum wage.
- Retirement after fifteen (15) years of continuous employment:
 - Cap of 1,620 hours or seventy-five (75) % of accrued sick leave hours, whichever is less, times current Idaho hourly minimum wage.
- Retirement after twenty (20) years of continuous employment:
 - Cap of 2,200 hours or 100 (100) % of accrued sick leave hours, whichever is less, times current Idaho hourly minimum wage.

At the election of the employee this payment can be either:

- A cash payment to the employee, a cash payment deposited directly into employee's 401k or other qualified retirement savings plan, or a combination of both (up to the qualifying limits), or
- Used to pay for a continuation of the City's Medical/Dental Insurance coverage for that employee and/or his/her family as proscribed by COBRA, or
- Used to pay the premiums for some other Medical Insurance Plan for which that employee and /or his/her family qualify, or
- Deposited directly into a qualifying Health Savings Account (HSA) type of Medical Insurance Plan (up to the qualifying limits).

11. Tuition Reimbursement

This is a program at the City whereby employees may take college courses and be reimbursed for tuition. Tuition reimbursement for college courses is guided by the following:

- Courses must directly relate to the employee's present or potential promotional assignment within the City.
- Department must have sufficient budgetary resources prior to approval. Absence of budgeted funds is reason for the denial of request.
- The City shall reimburse for tuition expenses only. The reimbursement rate shall not exceed public institution charges for undergraduate courses. If graduate fees are charged, the City will reimburse at the undergraduate rate.
- To participate in the City's tuition reimbursement program, an employee must submit a request to his/her supervisor and obtain approval from the Department Head prior to enrolling in the course.
- Tuition reimbursement may be requested for only one (1) course during any one quarter.
- The employee receiving reimbursement from any other source will be considered for City reimbursement for the portion not covered.

- The employee must submit evidence of satisfactory completion of the course, a grade of "B" or better (or "pass" in the case of pass/fail class).
- The employee shall refund the City a proportional amount of the course if the employee terminates employment or is terminated for cause within two (2) calendar years of completion of the course. To determine the prorated amount, the cost of the course will be divided by twenty-four (24) months and the employee will be responsible for repaying the cost of the course less the prorated amounts for the months worked since completion of the course.

All employees who pursue professional certification (i.e. paramedic licenses, Police Academy, Water & Wastewater Operator's License, etc.) and who participate in the tuition reimbursement program, at the City's Expense, will be required to accept the following reimbursement schedule if the employee voluntarily leaves employment with the City of Ketchum.

<u>Date of Separation</u>	<u>% of Reimbursement</u>
Up to 12 months from receiving assistance	100%
12-18 months from receiving assistance	50%
18-24 months from receiving assistance	25%

12. Miscellaneous Benefits

In addition to the benefits listed above and on the previous pages, other miscellaneous benefits are available to full-time regular employees. The City of Ketchum may offer miscellaneous benefits to its employees in accordance with the policies or other documents which establish the programs.

13. Transfer of Benefits with Employee Transfer

Accrued benefits for each employee continue to the benefit of that employee if the employee transfers from one department to another within the City of Ketchum. Any such transfer will not result in a reduction of benefit offerings separate and apart from those realized by employees similarly situated.

14. Catastrophic Leave

Employees may donate leave time to any city of Ketchum employee who has exhausted their sick leave time and who requires absence from work due to illness or injury in accordance with FMLA. The following applies to donations:

- Donations may be made in a minimum of 1 (one) hour increments. For every hour of sick, vacation or compensatory time donated by the donor, the recipient will be credited with one hour of sick leave. The pay levels of the two employees shall not affect the transaction.
- A donating member must retain a minimum of 144 hours of sick leave for their own use.

- A recipient can receive a combined maximum to the equivalent of the maximum allowable leave time in accordance with FLMA.
- An employee who returns to work either on a limited duty or on a part time basis may continue to use the donated time up to the maximum allotment.
- The donated time will not count as the donor's hours worked in any pay period.
- Participation as a donor is voluntary. A donor cannot be directly or indirectly intimidated, threatened, or coerced, or promised any benefit by any employee for the purpose of donating or using leave.
- Unused donated time will be returned to the donor or donors in the event the time is no longer needed.
- Donated time shall not count towards any leave cash out or conversion to retirement upon the employee's separation from the city.

4. EMPLOYEE EVALUATION AND DISCIPLINE

A. PERFORMANCE EVALUATION PROCEDURES

1. Standard Procedures

Each employee may be evaluated on an annual basis to assess the performance of that employee in the job being performed for the City. Formal performance appraisals are usually conducted after an employee's first year of employment with the City, or in a new position of responsibility. Thereafter, formal performance evaluations may take place at the end of each year thereafter. Formal evaluations may also be completed at other times as the need arises.

Regular performance appraisals provide both the employee and her/ his supervisor the opportunity to discuss how well each employee is meeting expectations, to clarify job responsibilities, make corrections when needed, and to explore possibilities for the development of skills and advancement. Each evaluation will be given on the basis of the direct supervisor's observations of the employee's performance, the accuracy of the employee's work in addition to the quantity, and additional efforts expended by the employee on behalf of the City. Each supervisor must complete a standard City evaluation form, or other format provided by the City Administrator, which shall be placed in the employee's permanent record file. The City may ask that the employee to sign the performance appraisal to indicate that it was reviewed with the employee, but the employee's signature does not signify that the employee agrees or disagrees with the City's evaluation.

2. **Employee personnel files.** The official employee records for the City shall be kept in the office of the City Clerk. Within these personnel files will be kept all records of payroll, employee performance evaluation, employee status, and other relevant materials related to the employee's service with the City. Materials may be

contributed by any supervisory personnel and the employee, as long as the material is relevant to the employee's performance and tenure.

- i. **Access to personnel files.** It is the policy of the City to allow limited access to the personnel files as required by law. Based upon the inherent confidentiality of personnel matters, access to others personnel files shall be only with the authorization of the City Administrator, Mayor, City Clerk or the City Attorney. Department Heads, or Division Managers, with approval from the Department Director, are authorized to review personnel files of their Department. Information regarding personnel matters will only be provided to outside parties with a release from the employee or in limited circumstances where the release is deemed necessary with the concurrence of the City Clerk who supervises the records and the City Attorney. Each employee shall have the right to review materials placed within their employment file at any reasonable time. Copies of materials within a personnel file are available to each employee without charge. However, personnel files shall not be removed from the premises where they are kept.

B. EMPLOYEE DISCIPLINE PROCEDURES

1. **Purpose of Discipline Policy.** The purpose underlying the discipline policy of the City of Ketchum is to establish a consistent procedure for maintaining suitable behavior and a productive working environment in the workplace and for the best interest of the City. These procedures are directory in nature and minor variations of the processes set forth herein shall not affect the validity of any actions taken pursuant to this policy. All employees are considered at will and may be terminated without cause and for any reason regardless of this section.
2. **Disciplinary System Framework.** The City of Ketchum adopts the following framework for actions to be taken in the event that any employee subject to this manual violates employment policies. The City of Ketchum reserves the right to take any of the prescribed steps in any order in the event that a supervisor deems a policy violation or action of the employee to be serious enough to warrant a certain step. Progressive discipline shall be applied only where the supervisor or the City Administrator believes that the potential for improvement and correcting the behavior is possible.
3. **Disciplinary Actions Available.** The following actions, in no particular order, are among the available disciplinary steps that can be taken by the City Administrator or supervisor in response to personnel policy violations:
 - a. Oral warning
 - b. Written warning or reprimand
 - c. Suspension with or without pay
 - d. Demotion
 - e. Probation
 - f. Dismissal

4. **Appeal Hearing.** The personnel policy for the City of Ketchum establishes the right to a hearing only in the event of a discharge or demotion with attendant change in pay or suspension. An employee receiving the demotion or termination must request an appeal hearing in writing received by the City Attorney within ten (10) calendar days of the demotion or termination. Elements of procedure to be followed in any such hearing to be undertaken at the direction of the City Administrator or supervisor, unless waived by the employee, are the following:

- a. The employee shall be provided notice of the charges against him and the time the hearing is to be conducted.
- b. The employee shall be heard before the department supervisor responsible for department management with the oral hearing to last no longer than two hours, unless otherwise approved by the department supervisor.
- c. There shall be a record maintained, including a recording of the hearing.
- d. The employee shall have a right to an explanation of the conduct complained of.
- e. The employee shall have an opportunity to be represented by an Attorney at his/her own expense.
- f. The employee shall be provided an opportunity to present evidence and to rebut the information upon which his/her charged misconduct or inadequate performance is based.

Every such hearing shall take place as soon as it can be accommodated by the schedules of those involved. Additional time may be granted at the request of the employee upon a showing that additional time is needed to provide facts necessary to respond to the charges. Said decision shall set forth the reasons for the personnel action.

5. SEPARATION FROM EMPLOYMENT

A. REDUCTIONS IN FORCE (RIF)

Employee assignments may be affected by reductions in force made due to economic conditions or to changes in staffing and workload. The City Administrator or his designee reserves the right to make any changes in work force or assignment of resources that is deemed to be in the organization's best interests. The City Administrator may also specify at the time reductions in force are made what reinstatement preferences may accompany the reductions, if any. Said reinstatement preferences may be tied to the classification of the employee or to specialized skills possessed by the employee.

B. RESIGNATION POLICY

Voluntary resignations will only be accepted if made in writing. Any oral resignations will be treated as leave without approval, unless authorized by their supervisor. Under leave

without approval an employee may be terminated for "job abandonment" after two (2) days of absence, which has not received prior written approval of their supervisor. If the employee wants his formal records to indicate "voluntary resignation", they must do so in writing to the City Clerk.

Job abandonment shall be defined as an unexcused or unauthorized absence of two (2) working days or more, which shall subject the employee to termination.

C. COBRA BENEFITS

Employees of the City of Ketchum who currently receive medical benefits, who separate from their employment may be eligible to continue those medical benefits at the employees sole cost and expense for a limited time in accordance with the Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA). If you have any questions regarding your right to continue your health coverage after separating from the City of Ketchum please contact the City Clerk. The preceding policy statement applies only to the City should it contain twenty (20) or more employees.

D. EXIT INTERVIEW

Each employee who terminates from employment with the City of Ketchum may participate in an exit interview with the employee's supervisor or in the event of involuntary termination, with the City Administrator. In such interview, the supervisor shall notify the employee when certain benefits will terminate and when final pay will be issued. The employee will inform the interviewer about his/her impressions of employment in such interview. An employee exit form, or other written record, will be completed at this point and will be retained in the employee's personnel file.



City of Ketchum

CITY COUNCIL MEETING AGENDA MEMO

Meeting Date: December 4, 2023 Staff Member/Dept: Jade Riley/Trent Donat – Administration

Agenda Item: Review revised City of Ketchum Procurement Policies and Procedures.

Recommended Motion:

No formal action is requested at this time. Staff is seeking feedback on any desired edits. Staff will place on December 18th agenda for formal action.

Reasons for Recommendation:

- Staff is seeking approval to move to revised City of Ketchum procurement policies and procedures that more closely align with (if not match) state law for procurement and contracting.
- City purchasing and contracting is governed by Idaho State Code with the ability of the City to be more restrictive.
 - In June of 2018, Council passed the current procurement and purchasing policies that are considerably more restrictive than current state procurement laws.
- Other local and resort city municipalities were polled for comparison purposes, and it was found they follow the standards outlined by Idaho State Law.
- Time and energy expended by staff required to satisfy more restrictive procurement policies is inefficient given the current \$5,000 procurement threshold for goods and services and public works.
 - Protections are built into the current Council approval process with the PAR (Payment Approval Report) as a fair and transparent process, where Council reviews all payments made by the City.
 - State law mandates additional procurement steps and transparency (i.e., Noticing) when dollar amounts reach certain thresholds.
- Local business preference and sustainability guidelines would continue to be adhered to with the recommended changes.

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

- Staff will make a presentation during the council meeting outlining the suggested changes with additional details and background.

Sustainability Impact:

None OR state impact here: Sustainability goals will be adhered to regardless of threshold levels adopted.

Financial Impact:

None OR Adequate funds exist in account:	NONE
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Attachments:

1. Procurement Presentation
2. 2023 AIC Procurement Manual
3. Staff Purchasing Policy Packet – 6.4.2018



Procurement

December 4, 2023



Procurement **Agenda**

- Procurement goals
- Comparision with ID jurisdictions
- Ketchum procurement/spending history
- Proposal(s): Threshold adjustments
- Next steps



Alignment of Goals

- Fair and transparent process
 - PAR approval is part of every council meeting
 - What does Council want to know in advance?
- Supporting local businesses
 - Price differential threshold (where do we draw the line).
 - The State/AIC Manual does not provide a differential.
- Furthering sustainability goals
 - Areas of focus: vehicles (electric); building materials; others?
 - Green Purchasing Policy example – Sonoma's: <https://tinyurl.com/sonomaexample>
- Staff efficiency
 - Challenge of small market
 - Less time on sourcing vendors/paperwork



State Law / Association of Idaho Cities (AIC) Procurement Manual

Category	Threshold	Process	Threshold	Process	Threshold	Process
Materials & Goods (pg. 2)	< \$75k	No process	\$75k-\$150k	Informal	> \$150k	Formal
Public Works/Construction (pg. 4)	< \$50k	No process	\$50k-\$200k	Informal	> \$200k	Formal
Design Professionals (pg. 12)	< \$50k	No process	> \$50k*	Informal		Formal
	*qualifications-based selection” (QBS) of design professionals, including architects, engineers, landscape architects, land surveyors, and construction managers					
Independent Contractors (pg. 1)	No process – “exemptions from competitive bidding include ‘Procurement of personal or professional services to be performed by an independent contractor for the political subdivision’”					

- No process – city discretion
- Informal – written request for bids to at least three vendors
- Formal – noticing, sealed bids opened in public
- Sole source (pg. 13) – the council must declare that there is only one (1) source reasonably available for the public works construction, services or personal property to be acquired
- Emergency purchases (pg. 13) – once the council declares an emergency, the city may proceed to purchase without competitive bidding.
- Cooperative agreements (pg. 6) – bid by the federal government, state of Idaho, or another Idaho unit of local government (purchases exempt from competitive bidding)



Procurement
Comparisons

	Idaho Law	Blaine County	BSCD	Driggs	Hailey	McCall	Sun Valley	Ketchum EXISTING
Materials & Goods	\$ >75,000	ID Law	ID Law	ID Law	ID Law	ID Law	ID Law	\$ >5,000
Public Works / Construction	\$ >50,000	ID Law	ID Law	ID Law	ID Law	ID Law	ID Law	\$ >5,000
Design Professionals/ Services	\$ >50,000	ID Law	ID Law	ID Law	ID Law	ID Law	ID Law	\$ >5,000



Procurement

Ketchum Historical Procurement

Threshold	2022	2023
\$5,000 - \$10,000	22	20
\$10,000 - \$15,000	15	13
\$15,000 - \$25,000	19	22
	56 (50%)	55 (47%)
\$25,000 - \$50,000	25	35
\$50,000 +	31	27
	56 (50%)	62 (53%)
Total bids:	112	117



Procurement
Local Vendors

Percentage of Local Resources Used	2022	2023
Materials & Goods	36%	34%
Public Works / Construction	32%	47%
Professional Services	69%	59%



Procurement
Threshold Proposal

Ketchum	Current	Proposed
Materials & Goods	\$ >5,000	\$ >30,000 (?)
Public Works / Construction	\$ >5,000	\$ > 50,000
Professional Services	\$ >5,000	\$ > 30,000 (?)

Objectives fulfilled under goals

- Helps staff efficiency
- Can still focus on buying local and sustainability



Discussion



Procurement
Next Steps

- December 18 – Resolution to adopt new purchasing thresholds.
- Staff training sessions for new regulations.

PROCUREMENT MANUAL



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2023



Procurement

July 2023

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INTRODUCTION

This manual is intended to acquaint Idaho's city officials with procedures and requirements for the acquisition of goods, services and public works construction in compliance with Idaho law. Procedures vary for bidding on public works; for purchasing materials and supplies unrelated to public works; and for purchasing architectural, engineering or landscape architectural services. There are also different thresholds that determine whether a city can make purchases without going out for bid. Cities should establish sound policies and processes in the pursuit of efficient and cost-effective procurement that will result in the most beneficial outcome for the city. The overarching theme is practicing good stewardship of public resources.

PURCHASES EXEMPT FROM COMPETITIVE BIDDING [I.C. 67-2803](#)

Cities may participate in cooperative purchasing agreements competitively bid by the federal government, state of Idaho, or another Idaho unit of local government. Other exemptions from competitive bidding include:

- (1) The acquisition of personal property when the procurement duplicates the price and substance of a contract for like goods or services that has been competitively bid by the state of Idaho, one (1) of its political subdivisions, or an agency of the federal government;
- (2) Contracts or purchases where expenditures to procure public works construction are less than fifty thousand dollars (\$50,000) or where expenditures to procure services or personal property are less than seventy-five thousand dollars (\$75,000), provided such contracts or purchases shall be guided by the best interests of the political subdivision procuring the goods and services as determined by the governing board;
- (3) Disbursement of wages or compensation to any employee, official or agent of a political subdivision for the performance of personal services for the political subdivision;
- (4) Procurement of personal or professional services to be performed by an independent contractor for the political subdivision;
- (5) Procurement of an interest in real property;
- (6) Procurement of insurance;
- (7) Costs of participation in a joint powers agreement with other units of government;
- (8) Procurement of used personal property;
- (9) Procurement from federal government general services administration (GSA) schedules or federal multiple award schedules (MAS);
- (10) Procurement of personal property or services through contracts entered into by the division of purchasing of the department of administration of the state of Idaho;
- (11) Procurement of goods for direct resale;
- (12) Procurement of travel and training;
- (13) Procurement of goods and services from Idaho correctional industries;
- (14) Procurement of repair for heavy equipment;
- (15) Procurement of software maintenance, support and licenses of an existing system or platform that was bid in compliance with state law;
- (16) Procurement of public utilities;
- (17) Procurement of food for use in jails or detention facilities; or
- (18) Procurement of used equipment at an auction if authorized by the governing board.

PURCHASING SERVICES AND PERSONAL PROPERTY

Purchasing of services (e.g. janitorial services, landscape maintenance) and personal property (e.g., automobiles, equipment, supplies) follows the process outlined below:

a) For Purchases Under \$75,000

If the price of the contract or purchase is estimated to be under \$75,000, the city has the discretion to purchase from any vendor believed to provide the best value. Internal procedures can guide conduct.

b) For Purchases Between \$75,000 & \$150,000

- The city must make a written request for bids (by electronic or physical delivery) to at least three vendors. The request should describe: the personal property or services to be purchased or leased; the method(s) for vendors to submit their bids (again, by either electronic or physical delivery); the date and time by which bids must be received by the clerk or other authorized official; and a reasonable time to respond, with a minimum of at least three business days except in an emergency.
- Written objections to specifications or bid procedures must be received by the clerk or other authorized official at least one business day before the bids are scheduled to be received.
- When the bids are received, they are compiled and submitted to the city council (or an official authorized by the council) for approval of the lowest responsive bid or all bids are rejected, and the process starts over again.
- If the city determines that it is impractical or impossible to obtain three bids, the city may acquire the property in any manner the city deems best from the qualified vendor quoting the lowest price. When fewer than three bids are considered, the city must document its efforts to obtain three bids and maintain this documentation, along with the written trail from solicitation to acceptance of bids, for at least six months after the purchase. If two or more vendors tie for the lowest bid, the council or its authorized official may select either vendor at its discretion.

- ☐ **For Purchases Greater than \$150,000:** The purchase or lease must be made following a competitive sealed bid process from the qualified vendor submitting the lowest bid in compliance with bidding procedures and meeting the city's specifications.

The process begins when the city publishes two notices soliciting bids in the official city newspaper, with the first notice at least two weeks before bid opening and the second notice at least a week prior to bid opening. The notice must succinctly describe the personal property or services to be procured and must state that specifications, bid forms, instructions, contract documents and other information are available upon request to any interested bidder.

Written objections by bidders concerning specifications or bidding procedures must be received by the clerk or other authorized official at least three business days before the scheduled bid opening. The city may require bid security of at least five percent of the amount of the bid. If security is required, a bid may not be considered unless security is provided in the form required by the city, including:

- ☐ Cash,
- ☐ Cashier's check payable to the city,
- ☐ Certified check payable to the city, or
- ☐ Bidder's bond executed by a qualified surety company payable to the city.

Any bid received by the city may not be withdrawn after the time set for opening of bids. The sealed bids are opened in public at the date, time and place specified in the published notices and thereafter are compiled and submitted to the city council.

The city council may award the contract to the vendor submitting the lowest responsive bid, reject all bids and go through the process again, or it may decide that the goods or services can be purchased more economically on the open market. If two or more bids are the same and are the lowest responsive bids, the city council may accept either in its discretion. The city council may also preauthorize the purchase of equipment at public auction.

If the city council chooses to award to a bidder other than the apparent low bidder, the council must declare its reasons on the record and must communicate these reasons in writing to all vendors submitting bids. Participating bidders have seven calendar days from the date of transmittal of the notice to respond in writing with their objections. If objections are received, the purchase is stayed while the city council reviews its decision and determines whether to affirm its prior award, modify the award or choose to re-bid, stating its reasons. After completion of the review process, the city may proceed as it determines is in the public interest.

If the successful bidder fails to execute the contract, the bid security may be forfeited to the city at the discretion of the council and the proceeds deposited in a designated fund out of which reasonable expenses of procuring substitute performance are paid. Upon failure or refusal of the successful bidder to execute the contract, the city may award to the next lowest qualified bidder. The lowest bidder's security may be applied by the city to the difference between the two bids. The surplus, if any, shall be returned to the lowest bidder if cash or check is used, or to the surety on the bidder's bond if a bond is used, less reasonable administrative costs not to exceed twenty-five percent of the amount of the bidder's security. [I.C. §67-2806](#)

The city may utilize a request for proposal process as an alternative to the competitive bid process for procurement of goods or services for which fixed specifications might preclude discovery of a cost-effective solution, or where a problem may be amenable to several solutions, or price is not the sole determining factor.

Evaluation of vendors can be based on a variety of factors including innovative solutions, unique product features, price, experience, financial stability, the ability to perform contract requirements in a timely or efficient manner, the ability to meet product specifications, product quality or performance records, past vendor performance, future product maintenance or service requirements, and product warranties.

The request for proposal should describe the instructions of the process, the scope of work, the selection criteria, contract terms and the scoring methodology to be applied.

Notification, solicitation and consideration of contests concerning the award of procurement pursuant to a request for proposal shall be in accordance with the minimum requirements established in section 67-2806. Records compiled during the scoring process shall be made available for public inspection when the purchasing recommendation is made to the city council. [I.C. §67-2806A](#)

JOINT PURCHASING AGREEMENTS

A city may participate in cooperative purchasing agreements with the state of Idaho, other Idaho political subdivisions, other government entities, or associations thereof. Political subdivisions may also participate in

cooperative purchasing programs established by any association that offers its goods or services as a result of competitive solicitation processes. [I.C. §67-2807](#)

PURCHASING PUBLIC WORKS CONSTRUCTION – [I.C. Title 67, Chapter 28](#)

Cities are granted express authority to prequalify public works contractors, thus ensuring that contractors have the requisite experience, equipment and personnel to undertake a particular project. Cities are required to use a licensed public works contractor for jobs over \$50,000. The competitive bidding thresholds for public works construction are described below:

- **For Construction Projects Under \$50,000:** The city can purchase from any public works contractor believed to provide the best value. [I.C. §54-1903](#)
- **For Construction Projects Between \$50,000 & \$200,000:** The city must submit a written request (by electronic or physical delivery) for bids, describing the work to be done, to at least three licensed public works contractors selected by the city. The request should also specify the method for contractors to submit their bids (either by electronic or physical delivery) and the date, time and place by which bids must be received. The city must allow a reasonable time for bidders to respond: at least three business days, except in an emergency. Prospective bidders may submit objections to the bidding procedures or specifications up to one business day before bids are scheduled to be received. The city must accept the lowest responsive bid of the licensed public works contractors chosen by the city to submit bids or reject all bids and go through the process again.

If the city finds it is impractical or impossible to obtain three bids, the city may acquire the work in the manner it deems best from the qualified public works contractor quoting the lowest price. When fewer than three bids are considered, the city needs to document its efforts to obtain three bids, along with the written trail from solicitation to acceptance of bids and must keep the documentation for at least six months after the contract is awarded. If two or more contractors submit the same low bid, the city council or its authorized official may select whichever contractor it desires.

- **For Construction Projects Over \$200,000:** There are two options:

Category A: Under this category, the city must accept bids from any licensed public works contractor, and the city may only consider:

- a. The amount of the bid.
- b. The bidder's compliance with administrative requirements.
- c. Whether the bidder holds the requisite public works contractors license.

The city must publish two notices soliciting bids in the official city newspaper, the first at least two weeks before bid opening and the second at least a week before bid opening. The notices must succinctly describe the project to be constructed and inform prospective bidders that specifications, bid forms, instructions, contract documents and other materials are available upon request for a reasonable copying fee.

Written objections to specifications or bidding procedures must be received by the clerk or other authorized official at least three business days before scheduled bid opening. The clerk/authorized official or city council must respond, in writing, to the objector and all other prospective bidders, adjusting the timeframe for submission of bids if necessary.

The city may require bid security of at least five percent of the amount of the bid. If security is required, a bid may not be considered unless security is provided in the form required by the city, which may include:

- ☐ Cash,
- ☐ Cashier's check payable to the city,
- ☐ Certified check payable to the city, or
- ☐ Bidder's bond executed by a qualified surety company payable to the city.

Submitted bids must be sealed, with an indication on the outside identifying the project. Any bid received by the city may not be withdrawn after the date and time of bid opening. The sealed bids are opened in public at the date, time and place specified in the published notices and thereafter are compiled and submitted to the city council.

The city council awards the contract to the qualified bidder submitting the lowest responsive bid or may reject all bids and re-bid the project. The city council may also, after determining it to be true, declare that the project can be performed more economically by purchasing goods and services on the open market. If identical bids are submitted and are the low bid, the city council may choose the bidder it prefers. If no bids are received, the city council may procure without further competitive bidding procedures.

If the city council chooses to award to a bidder other than the apparent low bidder, the city council must declare its reasons on the record and must communicate these reasons in writing to all those submitting bids. Participating bidders have seven calendar days from the date of transmittal of the notice to respond in writing with their objections. The procurement is stayed while the city council reviews its decision and determines whether to affirm its prior award, modify the award or choose to re-bid, as it deems to be in the public interest.

If the successful bidder fails to execute the contract, the bid security may be forfeited to the city and the proceeds may be deposited in a designated fund out of which the expenses of procuring substitute performance are to be paid. If the successful bidder refuses or fails to execute the contract, the city may award the contract to the qualified bidder submitting the next lowest responsive bid. If this occurs, the original contractor's security may be applied to the difference between the two bids, and any surplus remaining must be returned to the original contractor if cash or check is used or to the surety on the bidder's bond if a bond is used (less reasonable administrative costs not to exceed twenty-five percent of the amount of the security).

Category B: Under Category B, bidding is open only to those licensed public works contractors meeting the required qualifications established by the city. This process consists of two stages: the first establishing a list of prequalified contractors, and the second where sealed bids are submitted from prequalified contractors.

To start the prequalification process, the city publishes notice of prequalification of contractors twice in the official newspaper, providing a date and time by which statements of qualifications must be received and the standards for evaluating qualifications of prospective bidders. The first publication must be at least two weeks before the deadline and the second publication at least one week before the deadline. The city may establish prequalification standards based on the following criteria:

- ☐ Demonstrated technical competence;
- ☐ Experience constructing similar facilities;
- ☐ The contractor's prior experiences with the city;

- ☐ The contractor's available non-financial resources, equipment and personnel as they relate to the particular project; and
- ☐ The contractor's overall performance history.

Licensed contractors desiring to be prequalified must submit a written response to the city's request for qualifications. Written objections to prequalification procedures must be received by the clerk or other authorized official at least three business days before statements of qualifications are due. The clerk/authorized official or city council must respond to the objections in writing, to all those seeking to prequalify, adjusting the timeframe for submission of statements of qualifications if necessary.

After reviewing statements of qualifications, the city may select the licensed contractors meeting its criteria. The city must provide a written explanation to any licensed contractor that fails to meet the prequalification standards. Any licensed contractor that fails the prequalification stage can appeal to the city council within seven days after transmittal of the prequalification results. If the council upholds the decision, it must state its reasons on the record. Decisions of the city council may be appealed to the public works contractor licensing board no more than fourteen days following any decision on appeal made by the council. The board must decide the appeal within thirty-five days after an appeal is filed. The appealing contractor and the city can participate in the hearing by either written or oral communication. The board shall not substitute its judgment for that of the city, and the board's review is limited to determining the following:

- ☐ Was the city council's decision consistent with the announced prequalification standards?
- ☐ Do the prequalification standards meet the requirements of the law?
- ☐ Is the council's decision supported by the entirety of the record?

The board must issue its decision in writing, outlining the reasons for its decision. Any licensed contractor deemed unqualified by a decision of the board may seek judicial review of the decision within twenty-eight days after the board's decision. The prequalification process is stayed during a pending appeal to the board, but in no instance for more than forty-nine days after the council's appellate decision.

After the conclusion of the prequalification stage, the bidding stage commences by a notice of the time, date and place of the public opening of bids. If the city is seeking a prequalified prime contractor, the notice is sent to the prequalified prime contractors at least two weeks prior to bid opening. If the city is seeking a prequalified specialty or subordinate contractor, then the notice is published, with the first publication at least two weeks prior to bid opening and the second publication at least one week prior to bid opening. The notice must succinctly describe the project and indicate that copies of specifications, bid forms, instructions, contract documents and general and special instructions are available upon request and payment of a reasonable copying fee.

Sealed bids must be presented to the clerk or other authorized official, with a concise statement on the outside indicating the particular project.

Written objections to the specifications or bidding procedures must be received by the clerk or other authorized official at least three business days before the scheduled bid opening.

The city may require bid security of at least five percent of the amount of the bid. If security is required, a bid may not be considered unless security is included in the form required by the city, including:

- ☐ Cash,
- ☐ Cashier's check payable to the city,
- ☐ Certified check payable to the city, or
- ☐ Bidder's bond executed by a qualified surety company payable to the city.

Any bid received by the city may not be withdrawn after the date and time of bid opening. The sealed bids are opened in public at the date, time and place specified in the notice, and are then compiled and submitted to the city council for award. The council awards to the prequalified bidder submitting the lowest bid; rejects all bids and re-bids the project; or declares that the project can be performed more economically by purchasing goods and services on the open market. If identical low bids are received, the city council may choose the bidder it prefers. If no bids are received, the council may purchase without further competitive bidding.

If the city council chooses to award to a bidder other than the apparent low bidder, the council must declare its reasons on the record and communicate these reasons in writing to those submitting bids.

Participating bidders have seven calendar days from the date of transmittal of the notice to respond in writing with their objections. The procurement must be stayed while the city council reviews its decision and determines whether to affirm its prior award, modify the award or choose to re-bid, as it deems in the public interest, stating its reasons.

If the successful bidder fails to execute the contract, the bid security may be forfeited to the city and the proceeds may be deposited in a designated fund out of which the expenses of procuring substitute performance are paid. The city may thereafter award the contract to the qualified bidder submitting the next lowest responsive bid. If this occurs, the original contractor's security may be applied to the difference between the two bids, and any surplus remaining must be returned to the original contractor if cash or check is used or to the surety on the bidder's bond if a bond is used (less reasonable administrative costs not to exceed twenty-five percent of the amount of the security). [I.C. §67-2805](#)

If a bidder has made a clerical or mathematical mistake on a bid, the bidder may be eligible to be released from the bid provided the city receives written notice within five calendar days of the opening of the bids. The city must be satisfied that a material mistake has actually been made. The bidder will not be allowed to rebid on that project. Any bid security will be returned by the city. Bidders failing to execute a contract and not satisfying the conditions of a mistake shall forfeit any bid security. If the city determines that a bidder is entitled to relief, it shall prepare a written report documenting the facts. The report is to be available for inspection as a public record and filed with the city. If the second lowest responsible bidder fails or refuses to execute the contract, the city may likewise award it to the next lowest responsible bidders. On the failure or refusal of the second or next lowest responsible bidders to execute a contract, their bidder's security shall be likewise forfeited. A city may determine it is in its best interests to cancel and rebid the public works project and retain any forfeited bid security. [I.C. §54-1904B, §54-1904C, §54-1904D and §54-1904E](#)

Cities which contract for public works construction may not require that a contractor, subcontractor, material supplier or carrier pay its employees a predetermined wage rate or specific employee benefits unless required by state or federal law. Cities shall ensure that neither they nor any agent working on their behalf require or prohibit bidders to enter into or adhere to any agreement with labor organizations. [I.C. §67-2809](#)

Required Use of Licensed Public Works Contractors

Idaho law requires state and local governments to use licensed public works contractors for public works construction projects over \$50,000.

“Public works construction” includes any or all of the following branches:

(i) Heavy construction, which is defined as constructing substantially in its entirety any fixed works and structures (not including “building construction”), without limitation, for any or all of the following divisions of subjects: irrigation, drainage, sanitation, sewage, water power, water supply, reservoirs, flood control, reclamation, inland waterways, railroads, grade separations, track elevation, elevated highways, hydroelectric developments, aqueducts, transmission lines, duct lines, pipelines, locks, dams, dikes, levees, revetments, channels, channel cutoffs, intakes, drainage, excavation and disposal of earth and rocks, foundations, piers, abutments, retaining walls, viaducts, shafts, tunnels, airports, air bases and airways, and other facilities incidental to the same;

(ii) Highway construction, which is defined as all work included in highway construction contracts, including, without limitation, highways, roads, streets, bridges, tunnels, sewer and street grading, street paving, curb setting, surfacing and other facilities incidental to any of the same;

(iii) Building construction, which is defined as all work in connection with any structure now built, being built, or hereafter built, for the support, shelter and enclosure of persons, chattels, personal and movable property of any kind, requiring in its construction the use of more than two (2) unrelated building trades or crafts.

(iv) Specialty construction, which is defined as any work in connection with any public works construction, requiring special skill and the use of specially skilled trades or crafts. [I.C. §54-1901\(2\)\(c\)](#)

Public Works Contracts for Less than \$50,000

Use of a licensed public works contractor has increased from \$10,000 to \$50,000 giving public owners more flexibility, but also more responsibility to be sure that everyone who contracts understands the implications. Because public property is not subject to lien laws that protect contractors from owners who won't pay, the contracting parties need to engage their city attorneys or use payment and performance bonds on small contracts. Payment and performance bonds exist as a substitute for lien remedies in public construction.

For public works construction contracts with a value less than \$50,000, lien authority should be expressly disclaimed. An alternative method to resolve performance and payment disputes should be incorporated in the contracts for smaller public works projects. The types of projects we are highlighting include building remodeling, small paving jobs, landscaping, etc.

Naming of Subcontractors

General contractors must include in their bids the names and addresses of the subcontractors responsible for plumbing, heating and air conditioning, and electrical work under the contract. Subcontractors named by the general contractor must possess the appropriate licenses or certificates of competency issued by the state of Idaho covering the contractor work classification in which each respective subcontractor is named. Failure of a general contractor to name subcontractors renders any bid submitted by the contractor unresponsive and void.

In the event the general contractor secures the contract and is unable to finalize the terms of agreement with a subcontractor for any reason other than cost, the general contractor names another subcontractor within 10 days of being awarded the contract. The general contractor must disclose to the city the cost of work to be performed by the substitute subcontractor, and if less than the original subcontractor's bid, the reduction in cost must be passed on to the city. [I.C. §67-2310](#)

Payment and Performance Bonds

Idaho law requires contractors selected for public works construction projects equal to or greater than \$50,000 to provide performance and payment bonds:

- Performance bond of at least 85 percent of the contract amount, conditioned upon the faithful performance of the contract in accordance with plans, specifications and conditions, solely for the protection of the city.
- Payment bond of at least 85 percent of the contract amount, solely for the protection of persons supplying labor, materials or renting, leasing or otherwise supplying equipment to the contractor or subcontractors.
- Cities requiring performance or payment bonds in excess of 50% of total contract amount shall not withhold from the contractor or subcontractor any amount exceeding 5% of the total amount payable as retainage. The city shall release to the contractor any retainage for those portions of the project accepted by the city and the contractors as complete within 30 days after such acceptance. Bonds shall be executed by a surety company or companies authorized to do business in Idaho, or the contractor may deposit any of the type of government obligations listed in [I.C. §54-1901\(2\)\(h\)](#), in lieu of furnishing a surety company performance or payment bond or bonds.
- It shall be illegal for the invitation for bids, or any person acting or purporting to act, on behalf of the city to require that such bonds be furnished by or through a particular source. [I.C. §54-1926](#)

Any city that fails to obtain the necessary payment bond is required to make payment, upon demand, to all persons supplying materials or labor under the contract and such persons have a right of action against the city for up to one year after the materials and/or labor were furnished. [I.C. §54-1928](#)

Use of City Employees for Public Works Construction Projects

Idaho law does not restrict cities' ability to undertake public works construction projects with city employees (whether permanent or temporary). City employees are exempt from the requirements for public works contractor licensing. Since the local government purchasing law expressly exempts "disbursement of wages" to any city employee from the requirements for competitive bidding, the city is only required to go through the competitive bidding process for any materials or equipment purchased for the project. [I.C. §67-2803](#)

PENALTIES FOR PUBLIC OFFICIALS VIOLATING THE LAW

- There is a civil penalty of up to \$5,000 for public agencies who willfully or knowingly avoid compliance with the competitive bidding law by contracting with unlicensed or improperly licensed contractors (the fine is paid by the city). [I.C. §54-1914](#)

- A criminal penalty of up to one year in jail and a \$5,000 fine exists for officials who knowingly let a public works contract to an unlicensed contractor, unless, however, there is no qualified bidder willing to undertake the public works covered by the contract. [I.C. §54-1920](#)
- There is a civil penalty of up to \$5,000 for officials who willfully or knowingly avoid compliance with the competitive bidding law by willfully or knowingly splitting or separating purchases or work projects with the intent of avoiding compliance with such statutes (the fine is paid by the city). [I.C. §59-1026](#)

EMERGENCY AND SOLE SOURCE PROCUREMENT

In the case of emergency expenditures, the city council declares that an emergency exists (reciting with some detail why that is the case) and that public interest and necessity demand the immediate expenditure of public money, as a result of:

- A great public calamity, such as an extraordinary fire, flood, storm, epidemic or other disaster.
- It is necessary to do emergency work to prepare for the national or local defense.
- It is necessary to do emergency work to safeguard life, health or property.

Once the council declares an emergency, the city may proceed to purchase without competitive bidding.

In the case of sole source procurement, the council must declare that there is only one (1) source reasonably available for the public works construction, services or personal property to be acquired, which includes:

- Where public works construction, services or personal property is required to respond to a life-threatening situation or a situation that is immediately detrimental to the public welfare or property.
- Where the compatibility of equipment, components, accessories, computer software, replacement parts or service is the paramount consideration.
- Where a sole supplier's item is needed for trial use or testing.
- The purchase of mass-produced movies, videos, books or other copyrighted materials.
- The purchase of public works construction, services or personal property for which it is determined there is no functional equivalent.
- The purchase of public utility services.
- The purchase of products, merchandise or trademarked goods for resale at a local government facility.
- Where competitive solicitation is impractical, disadvantageous or unreasonable under the circumstances.

For sole source procurement, the city council declares that there is only one (1) vendor for the public works construction, services or personal property to be acquired, and then publishes notice of the sole source procurement in the official newspaper at least fourteen (14) days before awarding the contract (publication is

not required in the case of a life-threatening situation or a situation that is immediately detrimental to public welfare or property). [I.C. §67-2808](#)

RECIPROCAL PURCHASING PREFERENCE LAW

Several states have “purchasing preference” laws, providing that bids from out-of-state vendors/contractors automatically have a specified percentage added to the bid for the purpose of determining the low bidder. Idaho operates under a “reciprocal preference” system that adds to the bids of out-of-state bidders the same percentage that the bidder’s home state provides as preference for in-state vendors. This applies to bids for procurement of public works, materials, supplies, services or equipment. [I.C. §67-2348](#), [I.C. §67-2349](#)

For the purposes of this section, any bidder domiciled outside the boundaries of the state of Idaho may be considered as an Idaho domiciled bidder, provided that there exists for a period of one (1) year preceding the date of the bid a significant Idaho economic presence as defined herein. A significant economic presence shall consist of the following:

- (a) That the bidder maintain in Idaho fully staffed offices, or fully staffed sales offices or divisions, or fully staffed sales outlets, or manufacturing facilities, or warehouses or other necessary related property; and
- (b) If a corporation be registered and licensed to do business in the state of Idaho with the office of the secretary of state.

For paper product bids, those items that meet recycled content standards may be given not more than a five percent (5%) purchasing preference. As such, those qualifying paper products may be considered to cost five percent (5%) less when choosing the lowest responsible bidder. [I.C. §67-2349](#)

There are several important considerations to keep in mind when examining purchasing preferences:

- Purchasing preferences only apply to purchases of materials, supplies, equipment, services and public works construction that are competitively bid (anything over \$50,000 and any other purchases that the city decides to competitively bid).
- Preferences do not apply to sole source or emergency purchases.
- State of domicile means: where a corporation is chartered or incorporated, or where a sole proprietor or partnership is located or has its permanent headquarters.
- The purchasing preference is only added to the amount of the bid for the purpose of determining the low bidder, and the city does not pay that amount to the low bidder.

UNDERSTANDING P-CARDS

P-Cards (short for “purchasing cards”) are credit cards used by government agencies typically for small purchases. They function just like a credit card and may be used wherever credit cards are accepted. P-Cards help streamline the requisitioning, purchasing and payment process for small transactions. Instead of dealing with piles of purchase orders and invoices, the city gets one statement that shows the total amount due for all cardholders and each cardholder gets an individual statement that includes all their purchases for the month.

P-Cards provide a great degree of flexibility, control and accountability over purchasing activities. In setting up a P-Card system, cities determine who gets a card, and can establish specific products/services which may

be purchased (and block merchant categories, such as bars, golf courses, etc.) and dollar limits for each card (including monthly, daily, and per transaction dollar limits).

SALES & USE TAX EXEMPTION

The State of Idaho and local governments are exempt from Idaho sales and use tax. Tax-exempt entities must provide merchants with a completed Sales Tax Resale or Exemption Certificate (ST-101). Merchants are required to keep a copy of this form in their records to verify the tax-exempt status of the governmental entity. Once this form is on file with the merchant, it covers all of the city's future purchases. In addition to filling out the buyer and seller information in the boxes on the top of this form, the buyer must checkmark the "Government (U.S./Idaho)" box in Section 3, "Exempt Buyers." Finally, the buyer must sign, indicate a title, fill in the city's Federal EIN and date the form at the bottom. For tax-exempt cash purchases, a form ST-104G must be filled out for the vendor and must be signed by the purchasing agent as well as the buyer. Costs of hotel rooms for city officials on city business are exempt from sales tax when the hotel is charged to a city credit card (form ST-104HM is required)—cash payments, payments with personal credit cards and payments reimbursed to the traveler are subject to sales tax.

Purchases made by cities from out-of-state vendors that are delivered within Idaho are tax-exempt. If the out-of-state vendor is registered to collect Idaho state sales tax, the city must provide a valid, completed ST-101 to the vendor. Under no circumstances should a city pay sales tax to another state when the product is delivered in Idaho by the out-of-state vendor or a common carrier. If items are purchased in another state and possession is taken in that state, then the tax laws of that state determine what tax, if any, is owed. For example, Oregon and Montana have no sales tax, but Washington allows no tax exemptions for government agencies.

A prime or subcontractor is not exempt from sales and use tax simply because it is performing a service for a government agency. The contractor must pay sales tax to the vendor upon purchase of supplies or equipment or must pay use tax to the state if items are purchased without paying tax or materials are directly received from a governmental entity.

QUALIFICATIONS-BASED SELECTION OF DESIGN PROFESSIONALS

Idaho law requires "qualifications-based selection" (QBS) of design professionals, including architects, engineers, landscape architects, land surveyors, and construction managers. The QBS process differs from competitive bidding in that selection is based on qualifications and demonstrated competence, not merely submission of the lowest bid. For projects over \$50,000, the city is required to use the QBS process outlined below. For projects under \$50,000, the city may use the process outlined below or establish its own guidelines for selection based on demonstrated competence and qualifications, followed by negotiation of the fee determined to be fair and reasonable considering the value, scope, complexity, schedule and nature of services required.

- First, the city establishes the criteria, procedures and qualifications for the services being sought.
- The city publishes a Request for Qualifications (RFQ) twice, the first publication at least two (2) weeks before the deadline for submission of statements of qualifications, the second publication at least one (1) week before the deadline, in the official newspaper. The RFQ does not include price information, since this is negotiated with the top-ranked firm once the scope of the project has been fully defined. The RFQ includes the following:
 - A brief description specifying the type, scope and location of the project, along with the projected project completion date.

- A description of the professional services required.
 - The criteria used to evaluate firms submitting statements of qualifications, specifically: prior experience in similar projects, familiarity with federal and state laws and regulations, experience with certain types of grants, etc.
 - That specifications, instructions and other documents are available to interested persons.
 - That interested persons should submit statements of qualifications including: a brief history of the firm; experience in similar projects; capability to undertake the project; the names and qualifications of the project team; familiarity with the city; project approach and preliminary schedule.
 - The deadline for submission of statements of qualifications, the address to which statements should be sent and the name of a contact person to answer questions and provide specifications and instructions.
 - The city may request information regarding a person's or firm's rates, overhead and multipliers, if any, but shall not use the information provided for the purpose of ranking in order of preference.
- The city selects the individual or firm it determines to be best qualified to provide the required services, ranked in order of preference, according to the established criteria.
 - The city negotiates with the highest-ranking individual/firm to perform the services at a price determined by the city.
 - If the city and the preferred individual/firm are unable to agree on contract terms, including price, the city may repeat the process with the second ranked individual/firm. If necessary, the process is repeated by continuing down the list until the city reaches an agreement.

Cities are also permitted to establish a list of prequalified individuals/firms for different types of projects. The list must have at least two or more prequalified individuals/firms, and the city is required to provide public notice of the prequalification process in the same manner as for the RFQ process (outlined above). When a project comes up, the city can choose the top ranked individual/firm from the prequalified list, rather than going through the public notice and RFQ process each time. The prequalification list is good for only five years, and may be cancelled earlier by the city if it determines that to be in the public interest. [I.C. §67-2320](#)

ADDITIONAL CONSIDERATIONS

Cities should also be aware of the follow Idaho Code provisions when purchasing:

- [67-2359. CONTRACT WITH A COMPANY OWNED OR OPERATED BY THE GOVERNMENT OF CHINA PROHIBITED.](#)
- [67-2346. ANTI-BOYCOTT AGAINST ISRAEL ACT.](#)
- [67-2347. PROHIBITION OF ENVIRONMENTAL, SOCIAL, AND GOVERNANCE STANDARDS IN PUBLIC CONTRACTS.](#)



City of Ketchum

June 4, 2018

Mayor Bradshaw and City Councilors
City of Ketchum
Ketchum, Idaho

Mayor Bradshaw and City Councilors:

Recommendation to Approve Updated City Purchasing Procedures

Recommendation and Summary

Staff is seeking approval of updated City purchasing procedures that will align City procurement processes and approvals more closely with the requirements of Idaho Code Title 67, Chapter 28.

The reasons for seeking direction are as follows:

- The Idaho Legislature made changes to statutes concerning purchasing by political subdivisions during the 2017 session that have recently gone into effect.
- Recent procurements by the City of Ketchum have demonstrated a need to more closely align City procedures with allowable processes.

Introduction and History

City purchasing and contracting is primarily governed by Idaho State Code. The State regulates the purchasing and contracting process for expenditures over \$50,000 in Idaho Government Code Title 67, Chapter 28. However, for purchases under \$50,000, the city has the authority to establish the selection process and procedures.

Attached are the proposed purchasing procedures for the City of Ketchum. The procedures identify the process for goods and services purchases between \$1,000 to over \$100,000, and public works projects less than \$5,000 to over \$200,000.

Analysis

The proposed changes align City procedures with State purchasing requirements while also updating the process for procurement actions below the Legislatively-established thresholds. Given recent procurement experience, staff believes the proposed changes will enable more efficient procurement of certain goods and services that pose unique procurement challenges.

Financial Impact

The proposed changes are anticipated to have minimal fiscal impact to the City.

Attachments

- Attachment A: Proposed Changes to City Purchasing Procedures
- Attachment B: Clean Copy of Proposed City Purchasing Procedures

**~~2016~~ CITY OF KETCHUM
PURCHASING PROCEDURES**

Idaho Government Code ~~67-2801-2809~~ Title 67, Chapter 28, governs the purchasing procedures for the City of Ketchum. The legislative intent of the code states:

Efficient and cost-effective procurement of goods, services and public works construction is an important aspect of local government operations. Local public agencies should endeavor to buy goods, services and public works construction by way of a publicly accountable process that respects the shared goals of the economy and quality. Political subdivisions of the state shall endeavor to purchase goods and services from vendors with a significant Idaho presence.

The following outlines the ~~purchase~~ purchasing procedures for the City of Ketchum

A. PURCHASE OF GOODS AND SERVICES BETWEEN \$1,000 and \$5,000

- Solicit cost quotes from at least three sources to ensure the city is receiving the best price.
- Qualified vendors located in the city of Ketchum will be preferred provided the cost proposal is no more than 10% above the lowest price.
- Employees will need to get department head approval prior to making purchase and the Department Head will review and approve the purchase based on the cost quotes.
- Department Head will need to finalize the purchase by coding the invoice and submitting to accounts payable to go thru the council approval procedure.
- Exceptions from these procedures may be made subject to the approval of the City Administrator.

B. PURCHASE OF GOODS AND SERVICES OVER \$5,000 BUT LESS THAN ~~\$2550,000~~

- ~~Obtain-Solicit~~ written cost quotes from at least three sources to ensure the city is receiving the best price.
- Qualified vendors located in the city of Ketchum will be preferred provided the cost proposal is no more than 10% above the lowest price or the service does not require special expertise that is not available locally.
- Before ~~securing-requesting~~ cost quotes, the purchase will need to be approved ahead of time by the Department Head to verify funds are available and budgeted.
- ~~Any~~ With the exception of certain Streets Division purchases of budgeted maintenance materials including, but not limited to, sand, gravel, oil, and chip seal materials, any purchase order, agreement, or contract must be approved by City Council before work is authorized. Budgeted maintenance materials for the Streets Division may be procured subject to the approval of the City Administrator.
- Once approvals are in place, department head will need to finalize the purchase by coding the invoice and submitting to accounts payable to go thru the council approval procedure.
- The Treasurer/Clerk's Office will insure that all purchases for city equipment or city property over \$5,000 is entered into the assets management tracking system.
- For on-going multi-year services, new cost quotes shall be obtained three years after the contract is awarded, or sooner, if determined by the city to solicit new quotes to ensure the city is receiving the best price.

C. PURCHASE OF GOODS AND SERVICES (non-public works projects) OVER ~~\$2550,000~~ BUT LESS THAN ~~\$50100,000~~

- Prepare request for bids and supply to at least three vendors by written means, either by electronic or physical delivery.
- Request for bids must be in writing, must describe the goods or services to be provided, must describe the delivery method for bid submittal and date and time for bid proposal to be submitted, must allow at least three days to respond (unless emergency), must provide opportunity to object to specifications (at least one (1) day before open) and must submit responsive bid in writing by approved means.
- Political subdivision must keep written records of procurement efforts for at least six months and must accept the low bid from a qualified vendor.
- For on-going multi-year services, the bid process shall occur within 3 years after the bid is awarded or sooner, if determined by the city to solicit new bids.
- See Idaho Code 67-2806.

D. PURCHASE OF GOODS AND SERVICES (non-public works projects) ~~\$50100,000~~ AND ABOVE

- Selection of vendor shall be made pursuant to an open competitive sealed bid process and awarded to the lowest bid price complying with the bidding procedures and meeting the specifications for the good or service.
- Publish bid notice at least two (2) weeks in advance of bid opening, make bid specifications available, allow written objections to specifications up to at least three (3) days before bid opening, bid bond is optional, can reject all bids and declare that goods or services can be purchased more economically in the open market.
- If lowest bidder does not execute contract, bid bond may be forfeited and applied to next low bidder. If not awarded to low bidder, must state reasons and notify all bidders.
- Objections from other bidders must be submitted within seven (7) days of transmittal to all bidders. Governing board may affirm decision, modify decision or re-bid as it sees fit.
- For on-going multi-year services, the bid process shall occur within 3 years after the bid is awarded or sooner, if determined by the city to solicit new bids.
- See Idaho Code 67-2806.

E. PUBLIC WORKS CONSTRUCTION PROJECTS LESS THAN ~~\$2550,000~~

- Follow the process outlined in Item B above.

F. PUBLIC WORKS CONSTRUCTION PROJECTS OVER ~~\$2550,000~~ BUT LESS THAN ~~\$100200,000~~

- Provide a written bid to no fewer than three public works contractors either physically or electronically. The solicitation shall describe the work to be completed in sufficient detail to allow a contractor to understand the construction project.
- Bids must describe the delivery method for the bid submittal and the date, time and person to receive the bid submittal. No less than 3 days must be provided for a bid response to be prepared.

- Award of bid shall be based on the responsive bid proposing the lowest price or all bids shall be rejected.
- If determined to be impractical or impossible to obtain three bids the city may acquire the work in the best way from qualified public works contractors quoting the lowest price.
- When less than three bids are considered, a description of the efforts undertaken to obtain at least three bids must be documented and documentation must be maintained for at least six months after a decision is made.
- See Idaho Code 67-2805

G. PUBLIC WORKS PROJECTS OVER \$~~100~~200,000

Competitive bid process with sealed bids as outlined in Idaho Code 67-2805(~~32~~)

H. PROFESSIONAL SERVICES

- Follow process identified in Item B above or Idaho Code 67-2806A.

I. EXCLUSIONS

- The acquisition of personal property when the procurement duplicates the price and substance of a contract for like goods or services that has been competitively bid by the state of Idaho, one of its political subdivisions or an agency of the federal government.
- The procurement of: (1) repair for heavy equipment, (2) software maintenance, support, or licenses, (3) travel and training, (4) insurance, and (5) items identified in Idaho Code 67-2803.
- Emergency expenditures as identified in Idaho Code 67-2808
- For goods and services purchases and public works projects under \$25,000, sole source expenditures may occur subject to the approval of the City Administrator provided the department demonstrates one of the situations identified in Idaho Code Section 67-2808.
- For goods and services purchases and public works projects over \$25,000, sole source expenditures may occur subject to provisions of Idaho Code Section 67-2808.

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All invoices are to be mailed directly to The City of Ketchum, Box 2315, Ketchum, ID 83343. Any bills that currently go to outlying areas need to be re-directed to City Hall.

CITY OF KETCHUM PURCHASING PROCEDURES

Idaho Government Code Title 67, Chapter 28, governs the purchasing procedures for the City of Ketchum. The legislative intent of the code states:

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- Before requesting cost quotes, the purchase will need to be approved ahead of time by the Department Head to verify funds are available and budgeted.
- With the exception of certain Streets Division purchases of budgeted maintenance materials including, but not limited to, sand, gravel, oil, and chip seal materials, any purchase order, agreement, or contract must be approved by City Council before work is authorized. Budgeted maintenance materials for the Streets Division may be procured subject to the approval of the City Administrator.
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- For on-going multi-year services, new cost quotes shall be obtained three years after the contract is awarded, or sooner, if determined by the city to solicit new quotes to ensure the city is receiving the best price.

C. PURCHASE OF GOODS AND SERVICES (non-public works projects) OVER \$50,000 BUT LESS THAN \$100,000

- Prepare request for bids and supply to at least three vendors by written means, either by electronic or physical delivery.
- Request for bids must be in writing, must describe the goods or services to be provided, must describe the delivery method for bid submittal and date and time for bid proposal to be submitted, must allow at least three days to respond (unless emergency), must provide opportunity to object to specifications (at least one (1) day before open) and must submit responsive bid in writing by approved means.
- Political subdivision must keep written records of procurement efforts for at least six months and must accept the low bid from a qualified vendor.
- For on-going multi-year services, the bid process shall occur within 3 years after the bid is awarded or sooner, if determined by the city to solicit new bids.
- See Idaho Code 67-2806.

D. PURCHASE OF GOODS AND SERVICES (non-public works projects) \$100,000 AND ABOVE

- Selection of vendor shall be made pursuant to an open competitive sealed bid process and awarded to the lowest bid price complying with the bidding procedures and meeting the specifications for the good or service.
- Publish bid notice at least two (2) weeks in advance of bid opening, make bid specifications available, allow written objections to specifications up to at least three (3) days before bid opening, bid bond is optional, can reject all bids and declare that goods or services can be purchased more economically in the open market.
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- Objections from other bidders must be submitted within seven (7) days of transmittal to all bidders. Governing board may affirm decision, modify decision or re-bid as it sees fit.
- For on-going multi-year services, the bid process shall occur within 3 years after the bid is awarded or sooner, if determined by the city to solicit new bids.
- See Idaho Code 67-2806.

E. PUBLIC WORKS CONSTRUCTION PROJECTS LESS THAN \$50,000

- Follow the process outlined in Item B above.

F. PUBLIC WORKS CONSTRUCTION PROJECTS OVER \$50,000 BUT LESS THAN \$200,000

- Provide a written bid to no fewer than three public works contractors either physically or electronically. The solicitation shall describe the work to be completed in sufficient detail to allow a contractor to understand the construction project.
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- When less than three bids are considered, a description of the efforts undertaken to obtain at least three bids must be documented and documentation must be maintained for at least six months after a decision is made.
- See Idaho Code 67-2805

G. PUBLIC WORKS PROJECTS OVER \$200,000

Competitive bid process with sealed bids as outlined in Idaho Code 67-2805(2)

H. PROFESSIONAL SERVICES

- Follow process identified in Item B above or Idaho Code 67-2806A.

I. EXCLUSIONS

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City Council

Regular Meeting

~ Minutes ~

480 East Avenue North
Ketchum, ID 83340
<http://ketchumidaho.org/>

Robin Crotty
208-726-3841

Monday, June 4, 2018

5:30 PM

Ketchum City Hall

Present:
Mayor Neil Bradshaw
Council President Michael David
Councilor Jim Slanetz – present by phone
Councilor Courtney Hamilton
Councilor Amanda Breen

Also Present:
Ketchum City Administrator Suzanne Frick
Ketchum City Attorney Matt Johnson
Director of Finance and Internal Services Grant Gager
Director of Planning & Building John Gaeddert

1. CALL TO ORDER: By Mayor Neil Bradshaw

Mayor Neil Bradshaw called the meeting to order at 5:40 pm

2. ROLL CALL

3. COMMUNICATIONS FROM MAYOR AND COUNCILORS

Councilor Amanda Breen thanked Police Chief Dave Kassner for the bike safety program.

Councilor Courtney Hamilton talked about the success of the Fair on the Square.

Mayor Neil Bradshaw advised council that an alternate route for the bike criterion has been found and all parties are pleased. He pointed out the new art "For the Love of Dogs" now hanging in the council chambers. Mayor Bradshaw talked about the success of the Fair on the Square and advised the boards will be on display in City Hall on Tuesday 6/5/18.

4. COMMUNICATIONS FROM THE PUBLIC on matters not on the agenda (Comments will be kept to 3 minutes)

Jack Rutherford gave his support of the Ketchum Innovation Center and all the programs they have to offer.

Cornwell Galpin, Associate of Christina's Restaurant is speaking on behalf of Christina and safety regarding the use of the alley. He talked about what Christina does for the community and is asking the city to cut her some slack regarding parking. He referred to Christina as being harassed over the use of the alley.

Gary Lipton commented on the parking saying , there is a parking lot 3 blocks away that could be used.

Public comment closed.

5. **CONSENT AGENDA: Note: (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.

Mayor Neil Bradshaw asked for approval of the consent agenda. Councilors asked to pull items a,c,d,e.

- b. **Authorization and approval of the payroll register**
- f. **Authorization to enter into Contract #20198 with the Environmental Resource Center to promote, organize, manage and coordinate materials recycling at city**
- g. **Amendment to Sun Valley Performing Arts Center (Argyros Theater) Right-of-Way Agreement #20195**

Motion to approve consent items b,f,g

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Courtney Hamilton, Councilor
SECONDER:	Amanda Breen, Councilor
AYES:	Michael David, Jim Slanetz, Amanda Breen, Courtney Hamilton

- a. **Approval of Minutes: Regular Meeting May 21, 2018**

Councilor Amanda Breen made a correction to page 3-6g. She was recused on that vote. Councilor Courtney Hamilton corrected wording under the fire station discussion to say fire station, not training station.

Motion to approve 6a with changes noted.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Courtney Hamilton, Councilor
SECONDER:	Michael David, Council President
AYES:	Michael David, Jim Slanetz, Amanda Breen, Courtney Hamilton

- c. **Authorization and approval of the disbursement of funds from the City's treasury for the payment of bills in the total sum of \$279,978.39 as presented by the Treasurer.**

Councilor Jim Slanetz questioned the payment to the Blaine County Treasurer. Director of Finance & Internal Services Grant Gager explained saying the payment is for property taxes for the 491 Sun Valley Rd. building.

Motion to approve consent item 5c

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Courtney Hamilton, Councilor
SECONDER:	Michael David, Council President
AYES:	Michael David, Jim Slanetz, Amanda Breen, Courtney Hamilton

- d. **Recommendation to approve renewals of Beer & Wine & Liquor Licenses**

Courtney Hamilton questioned the Sawtooth Club's application. Director of Finance & Internal Services Grant Gager explained that the vending of wine is included with the state liquor license.

Motion to approve consent agenda item d.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Amanda Breen, Councilor
SECONDER:	Courtney Hamilton, Councilor
AYES:	Michael David, Jim Slanetz, Amanda Breen, Courtney Hamilton

- e. **Authorization to enter into Contract #20197 with Will Caldwell Productions to produce the Ketchum Summer Concert Series; Ketch'em Alive and Jazz in the Park.**

Motion to approve consent item 5e

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Courtney Hamilton, Councilor
SECONDER:	Michael David, Council President
AYES:	Michael David, Jim Slanetz, Amanda Breen, Courtney Hamilton

6. PUBLIC HEARINGS AND DISCUSSIONS (Public comment and input taken on the following items)

- a. **ACTION: Recommendation to Approve Resolution 18-016 Naming of the Recreation Building at Atkinson Park the Terry Tracy Recreation Center**

Mayor Neil Bradshaw talked about Terry Tracy and her service to the City and all that she accomplished.

Ed Simon talked about the time he served with Terry Tracy and praised her for her accomplishments. He thanked Mayor and Council for the dedication.

Jan Wiegel talked about Terry Tracy's legacy and about what she would like to display at the park in honor of Terry Tracy.

Councilor's all agreed with the public comment and are pleased with this dedication. Councilor Courtney Hamilton advised that she was a little kid when Terry Tracy was running the park and remembers her from a little kid perspective. Mayor Neil Bradshaw talked about his appreciation of Terry Tracy and her appreciation of children and our community. Council President Michael David talked about her participation as a council person and all she accomplished.

Motion to adopt Resolution 18-016 designating the Terry Tracy Recreation Center at Atkinson Park.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Amanda Breen, Councilor
SECONDER:	Courtney Hamilton, Councilor
AYES:	Michael David, Jim Slanetz, Amanda Breen, Courtney Hamilton

- b. **Presentation by the Blaine County Bike and Pedestrian Working Group on E-Bikes**

Mayor Neil Bradshaw opened the meeting for public comment.

Dana Christiansen voiced support of e-bikes on the bike path as well as her support of the way in which this is being handled in the county.

Jim Keating, Blaine County Recreation District, representing the e-bike subcommittee advised that he is here to address questions of council. He is asking Ketchum to work with the committee to form consistencies throughout the county.

Councilor Courtney Hamilton questioned why the chart in the packet is measuring e-bike sales from the EU. Jim Keating explained the EU was the first driver of e-bikes and is using this just as a predictor. Courtney Hamilton asked about a handicapped person using the trail on a handicapped scooter. Jim Keating explained that currently it is up to the jurisdiction the bike path is located in and is up to interpretation. Courtney Hamilton asked if any negative comments were submitted regarding e-bikes. Council President Michael David explained that there was no written negative comment, however, there were some spoken negative comments to do with safety.

Mayor Neil Bradshaw voiced his support of e-bikes. He complimented the Blaine County Recreation District for their role and asked Council for their support. Councilor's Amanda Breen and Jim Slanetz talked about their support of the program and about the education of the different classes.

c. ACTION: Trail Creek Fund, LLC Proposed Development Agreement Amendment #20196

Mayor Neil Bradshaw talked about establishing an end game and about the hole in the ground. Everyone wants to see this project completed and he would like to find a solution.

Mayor Neil Bradshaw opened the meeting for public comment.

Ed Simon distributed a handout to the council. He complimented staff for their report but advised that it is too late. He talked about the 5th amended agreement and extension. He gave the history of previous projects and why time limits were put in place and the benefits of time limits. Ed Simon went over the timeline and how this agreement will affect the neighbors and gave the history of the last 10 years.

Robert Adolph advised that he is one of the 20 properties, plus condominium owners who are affected by this project. He talked about the written comments that have been submitted and the conversations he has had with Director of Planning & Building John Gaeddert. He talked about finality for the neighbors and about the planning staff's approach and advised that he agrees with those goals. He urges council to encourage proof of financing be in the same form from an accredited institution. Mr. Adolph voiced concern about the deed of trust.

Robert DeGennaro understands the fatigue over this project. He pointed out if Jack Bariteau fails and somebody else develops the property, he is concerned what the end result would look like.

Tom Benson applauds council for the new agreement, however, questions the 16-month time frame. He talked about the difficulty of financing this project and the last agreement that was entered into.

Bob Crosby, Sun Valley Board of Realtors is a long supporter of projects that benefit the community and urged council to support this project.

Jeff Bower, 601 Bench St., Boise on behalf of Miss Gregory, talked about his written public comment and the disturbance at Miss Gregory's property and how it affects her. He proposed two additional conditions of approval that are currently not in the proposed extension. The first one being, 25' of riparian area and a conservation easement. The second condition should restrict all uses on the project site to only those uses in support of the hotel project. Council should not allow this area to be a staging area for other projects.

Mayor Neil Bradshaw talked about why he is supporting this extension. Without it we have no end game. If we don't do something it will sit as a hole. He talked about the public benefit of burying the electricity line and advised that we are getting a public good of \$700,000. Mayor Neil Bradshaw explained the bond in place that will deal with the restoration of the site.

Council President Michael David talked about where those points hit in the timeline. Councilor Amanda Breen questioned how September of 2019 was chosen. Director of Planning & Building John Gaeddert explained the date was asked for by the applicant and there are 3 or 4 dates that are possible trigger

points. The dates were discussed in detail. Councilor Courtney Hamilton asked if all people who requested noticing were noticed. Mayor Neil Bradshaw advised that all parties have been noticed. Councilor Amanda Breen questioned the Gregory property and the conservation easement. John Gaeddert advised that to fully do the easement, the property would need to be acquired.

Councilor Courtney Hamilton talked about beautifying the construction area. Mayor Neil Bradshaw advised that the applicant will improve the visuals of the site however, it is not a condition of approval in the application. Mayor Bradshaw also does not want to make the riparian part of the agreement. He is trying to keep things simple and straight forward

Councilor Amanda Breen asked for an explanation of the tightening of the forced majeure language. Attorney Matt Johnson advised that the primary driver was the previous circumstance that arose with this applicant where there was a forced majeure claim based on economic conditions. Matt Johnson explained that forced majeure should be based on a true act of God Emergency type of circumstance.

Councilor Courtney Hamilton asked if we are setting a precedent that other future developers could use to set us up for liability. Attorney Matt Johnson advised that development agreements are on a case by case basis. There is no legal precedent from the political side. Mayor Neil Bradshaw advised that this council will all be here next year and the reason this got a little more complicated was because there is a new Mayor and 2 new Council members. Council President Michael David spoke as one of the councilors that approved the last agreement. He explained if they stick with the last decision, then the city will be stuck with a hole in the ground. He voiced his support of this proposal.

Councilor Amanda Breen respects the last council's decision. She advised that when she first read about the extension she had hesitation, however, with the clear dates the city has rights. She is pleased with the bond being posted and the power lines are an important public benefit. She talked about the KURA's involvement, and explained, until the project is completed, the KURA is not on the line for any kind of payment. She advised that if this isn't approved we will have a large hole in the ground for a long time.

Councilor Jim Slanetz confirmed that he agrees with Councilor's Breen and David's comments. He also agrees that this area should not be allowed to be used as a staging area for other construction projects and he would like that added to this agreement. He voiced his support of the agreement.

Councilor Courtney Hamilton is in general agreement because without approval we could be looking at this hole for a long time. She talked about the benefits of the bond and the power lines and is looking for finality.

Councilor Amanda Breen respects the neighbor's standpoint and would like to make this impact less for the them. She agrees that the area cannot be used for staging for other projects.

Mayor Bradshaw talked about the difficulty of this project. He advised that he understands, is aware and supports the comment of the riparian and the concerns regarding a staging area however, he does not want those conditions included in this agreement.

Motion to authorize Mayor Bradshaw to sign a Fifth Development Agreement Amendment (referenced as First Amendment to Amended and Restated Development Agreement) between the City of Ketchum and Trail Creek Fund, LLC as generally set forth in Attachment D upon the review and final approval of the City Attorney.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Amanda Breen, Councilor
SECONDER:	Michael David, Council President
AYES:	Michael David, Jim Slanetz, Amanda Breen, Courtney Hamilton

d. ACTION: First Reading of Ordinance 1184 - Short Term Rental Amendment

Mayor Neil Bradshaw called for a break.

Mayor Neil Bradshaw called the meeting back to order at 6:45 p.m.

Mayor Neil Bradshaw asked for public comment there was none.

Councilor Courtney Hamilton questioned the Light Industrial Area. Director of Planning & Building John Gaeddert talked about references of Short Term Occupancy and about the need for a policy discussion.

Mayor Neil Bradshaw advised that the City is trying to get in line with the State Code. He talked about managing short term rentals and would like to bring us in line with the rest of Idaho. Council President Michael David talked about other community's limiting short-term rentals due to health & safety issues. Councilor Courtney Hamilton questioned why the Fire Dept clearance language was stricken. Director of Planning & Building John Gaeddert explained that it was a redundant line that was addressed elsewhere in the code

Councilor Amanda Breen will continue to work with our local representatives.

Motion to proceed with the 1st reading of Ordinance 1184 and to read by title only.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Courtney Hamilton, Councilor
SECONDER:	Amanda Breen, Councilor
AYES:	Michael David, Jim Slanetz, Amanda Breen, Courtney Hamilton

Attorney Matt Johnson read the title out loud.

e. Council discussion and questions related to the following funding requests:

- i. Ketchum Arts Commission
- ii. Visit Sun Valley
- iii. Mountain Rides
- iv. Blaine County Housing Authority
- v. Ketchum Community Development Corporation
- vi. Sun Valley Economic Development
- vii. Men's Second Chance Living

Mayor Neil Bradshaw opened the meeting for public comment.

Gabe Cherian resident of Sun Valley talked about his past involvement in the community and the different commissions he has been involved with. He talked about his personal accomplishments and when he met Kathryn Guylay. Mr. Cherian voiced his support of KIC and asked council to prime the bubble.

Narda Pitkethly talked about the 70 free workshops that have been put on by KIC and all that she has gotten from them. She is now employing 2 local people and will hopefully be able to employ more. She thanked KIC for their support.

Emmi Buck, an entrepreneur talked about the value of KIC and expressed that if we lost these programs this would be a huge detriment to the community. They provide a sense of community and she is in support.

Gary Lipton advised that he resigned his position on the KIC board due to health reasons. He suggested that council ask for a bank statement and get more information. Gary Lipton talked about the KURA's contribution to KCDC that filters down to KIC and suggested more research be done.

Brian Shay, resident, backs up Gary Lipton's comments. He understood that KIC does not want to be a landlord but is now understanding that a similar platform is in place. He thinks this needs to be looked at.

Courtney Gilbert, Chair of the Ketchum Arts Commission advised that the Arts Commission is an all-volunteer board and talked about what they are asking for and asked Council for questions.

Dave Maderas, resident, runs a company called Air Proxima, advised he is a supporter of KIC and talked about the importance of the programming and networking. He feels KIC is a great investment in Ketchum's future.

Jane Riley works in Ketchum and has attended the workshops and believes they are invaluable. She voiced concern about a public statement that KIC made stating not wanting to be in the real estate business because the private sector is filling that niche. She questions the additional requested funds.

Wally Morgus, Executive Director of Mountain Rides advised that the Joint Powers agreement makes the City and Mountain Rides one in the same. He talked about all that Mountain Rides contributes to the community and what they have to offer including the Ketchum circulator and handicapped accessibility.

Kathryn Guylay Executive Director of KIC talked about all the letters of support and read a statement a loud. She talked about the funding there was years ago as opposed to now and advised that they are receiving much less now than in the past. She stated that the continued lack of support is unsustainable.

Olin Glenne, resident/business owner and Chair for Visit Sun Valley advised that as a business owner this is an important element of our community and he asked for the council's support.

Public comment closed.

Mayor Neil Bradshaw addressed each organization individually.

Arts Commission

Councilor Courtney Hamilton asked what the previous ask was. Courtney Gilbert advised it was for \$43,000 but was awarded \$32,000. Courtney Gilbert talked about projects on the horizon. Mayor Neil Bradshaw talked about reducing the amount awarded and having the commission come back to council on a case by case basis. He would like a better handle on what projects are being funded. Courtney Gilbert talked about donations received and the hydrant project was explained.

Visit Sun Valley

Mayor Neil Bradshaw thanked Scott Fortner and advised that this is a great organization, but we still have to balance the importance. Councilor Amanda Breen complimented the data tracking they are doing. She believes were getting a good return on investment. Council President Michael David talked about tourism being the main driver of the economy. He advised that we are not on level playing field as other areas. He suggested to keep doing what they are doing for the community, but we need to figure out how to split up the pie differently. Councilor Courtney Hamilton talked about targeting the younger

audience. Our return visitors seem to be older. She asked if they are working on driving that force. Scott Fortner talked about who they are working with to help drive business. Courtney Hamilton asked if they work with the City on knowing what events are going on. Mayor Neil Bradshaw advised that Visit Sun Valley has all major calendars for all of Blaine County not just Ketchum. Courtney Hamilton complimented the publication of slack specials. Council President Michael David asked about the dynamic that we have direct flights from and how that relates to marketing to the whole world. He referenced cities that don't have direct flights. Scott Fortner talked about the data they use (cyber graphics) and how they align and how they use that data with future markets. There was a discussion on how they collect the data and advised that all that data is only held for 30 days. Councilor Jim Slanetz talked about the regional market. He talked about not only having people attend events, but how we should try to keep the people in the valley to use all the restaurants and stores etc. Mayor Bradshaw talked about collaboration and finding the right balance.

Mountain Rides

Council President Michael David advised he is an employee of Mountain Rides and has recused himself from this discussion.

Councilor Amanda Breen asked what they are doing to get more funding from Hailey. Executive Director Wally Morgus advised that he has asked but has yet to meet with the powers to be. Mayor Neil Bradshaw pointed out that the largest supporter is being asked for the most money. He suggested that a straight dollar amount be asked for rather than a percentage. Councilor Courtney Hamilton asked if the Sun Valley Company contributes and Wally Morgus confirmed that they do.

Blaine County Housing Authority

No questions from the council

KCDC

Councilor Amanda Breen questioned the \$40,000 for the tax credit application and how this will not be used until next year's budget. Charles Friedman, Chair of the KDCD advised that they use their own funds this year and the ask will refund what they spend. There was a discussion on how the application works. Councilor Amanda Breen advised that council should think about this because the City is already contributing the land, why should they also contribute \$40,000? Mayor Bradshaw explained the formula for funding and advised that this funding could come from in-Lieu housing to support the tax credit applications. What the \$40,000 would be spent on was discussed. Council President Michael David sees KCDC as the development arm of the city so that the city itself is not in the development business. Mayor Neil Bradshaw advised it's all an open book and regulated. The Mayor is very supportive and is excited to see how this application progresses. The timing of when this will come out of the budget was discussed. Mayor Bradshaw talked about working with ARCH or any other organization and outlined the benefits of working with the KCDC. Councilor Jim Slanetz asked if the KCDC receives funds from the Northwood project on an ongoing basis and if so where do those funds go? Mayor Bradshaw clarified that they do receive funds and they have been distributed to the Ketchum Innovation Center and the KCDC but the distribution of funds is being revisited.

Mayor Neil Bradshaw asked to move onto KIC related discussions. The Mayor would like to invest in the future and would like to see the City support this mission. It's about the next generation for housing and businesses and creating diversity. Council President Michael David talked about the comments regarding the landlord business aspect.

Executive Director Kathryn Guylay advised that they are in the membership model, they are not landlords any longer. This is a community resource center. They do not see themselves as competing with anyone else in town. Councilor Amanda Breen clarified that somebody could rent a desk. Kathryn Guylay advised that they should think of KIC as a Community amenity and advised that the rate

structure is being looked at. Mayor Neil Bradshaw clarified that when we give funding we give it for programming. How the entities manage their business outside of that is up to them. The Mayor talked about the public comments that have been heard and what we are getting from the programming. Council President Michael David voiced his support and talked about the accomplishments of KCDC and KIC. Councilor Courtney Hamilton said the community aspect is key. Kathryn Guylay talked about the vote of confidence from the community and said what KIC is providing is essential. Mayor Bradshaw talked about other sources of funding outside the City and KIC's new location.

SVED

Councilor Amanda Breen recused herself from this discussion.

Mayor Neil Bradshaw thanked Executive Director Harry Griffith for all he does for the collection of data and assisting with economic value to our community. He is appreciative of everything he brings to the community. Councilor Courtney Hamilton talked about KIC, SVED and Visit Sun Valley and their rolls in economic development. She would like all these organization to represent a united front in Ketchum. Developing a website to bring them all together is one idea. Mayor Neil Bradshaw advised that the Chamber is also part of that group. Council President Michael David fully supports collaboration.

Men's Second Chance Living

Mayor Neil Bradshaw is in support, however, if they find a location in Hailey, we cannot support them. This may be problematic in funding, but more research will need to be looked at. Council President Michael David advised that our community needs this, however, he feels conflicted, we just don't have enough pieces of the pie to divide out.

7. STAFF AND COUNCIL COMMUNICATIONS (council deliberation, public comment not taken)

a. ACTION: Recommendation to approve updated City Purchasing Procedures

Director of Finance & Internal Services Grant Gager advised he is looking for a motion to approve the City of Ketchum's Purchasing Procedures to align with the state. Councilor Courtney Hamilton asked for clarification on the three-bid process. Grant Gager explained the process and how the city has been handling the bid process up to this point.

Motion to update city purchasing procedures.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Courtney Hamilton, Councilor
SECONDER:	Amanda Breen, Councilor
AYES:	Michael David, Jim Slanetz, Amanda Breen, Courtney Hamilton

b. Direction to staff on sidewalk repair priorities for construction this year

Councilor Amanda Breen talked about the need for sidewalk repair. Council President Michael David said this is a big issue for him. He noticed the higher priority things were curbs that were in horrible shape. He talked about there being no ADA access on these sidewalks. Mayor Bradshaw agreed ADA is very important and said if we were going to prioritize we should go with walking safety over visibility. Specific sidewalks were discussed. City Administrator Suzanne Frick advised that the list was put together by the Street Dept. She advised that if we don't attack this sooner rather than later it will cost more to fix later. Mayor Bradshaw was pleased that we have focused on the downtown area. Councilor Courtney Hamilton asked about the areas that need sidewalks in general and questioned focusing on that rather than curbs. Councilor Jim Slanetz advised that the KURA is looking at that as well. Mayor Neil Bradshaw talked about using the transportation study that has been done in the past to assist with the decisions.

- c. **ACTION: Recommendation to Approve Professional Services Agreement 20180 with C&R Electric for the Ketchum Street and Facilities Department LED Upgrades**

City Administrator Suzanne Frick recommended approval of Professional Services Agreement 20180 for the LED upgrades. Councilor Courtney Hamilton questioned what led to this project. Suzanne Frick advised this came out of the Ketchum Energy advisory committee.

Motion to enter into contract 20180 with C&R Electric in the amount of \$11,984 with a city held contingency of \$3,016 for a project approval of \$15,000

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Courtney Hamilton, Councilor
SECONDER:	Michael David, Council President
AYES:	Michael David, Jim Slanetz, Amanda Breen, Courtney Hamilton

8. **EXECUTIVE SESSION**

- a. **Discussion pursuant to 74-206 1(j)**

Motion to go into executive session pursuant to 74-206 1(j) at 8:20 p.m.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Courtney Hamilton, Councilor
SECONDER:	Michael David, Council President
AYES:	Michael David, Jim Slanetz, Amanda Breen, Courtney Hamilton

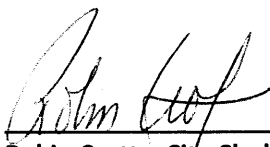
Motion to come out of Executive Session at 8:32 p.m.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Courtney Hamilton, Councilor
SECONDER:	Jim Slanetz, Councilor
AYES:	David, Slanetz, Breen, Hamilton

10. **ADJOURNMENT**

Motion to adjourn at 8.33 p.m.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Courtney Hamilton, Councilor
SECONDER:	Jim Slanetz, Councilor
AYES:	David, Slanetz, Breen, Hamilton



Robin Crotty, City Clerk



Neil Bradshaw, Mayor