

CITY OF KETCHUM, IDAHO

CITY COUNCIL Tuesday, July 05, 2022, 4:00 PM 191 5th Street West, Ketchum, Idaho 83340

AGENDA

PUBLIC PARTICIPATION INFORMATION

Public information on this meeting is posted outside City Hall.

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- Join us via Zoom (please mute your device until called upon).
 Join the Webinar: https://ketchumidaho-org.zoom.us/j/89915306717
 Webinar ID: 899 1530 6717
- 2. Address the Council in person at City Hall.
- 3. Submit your comments in writing at participate@ketchumidaho.org (by noon the day of the meeting).

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

CALL TO ORDER: By Mayor Neil Bradshaw

ROLL CALL:

COMMUNICATIONS FROM MAYOR AND COUNCILORS:

<u>1.</u> Public comment submitted to the City of Ketchum.

CONSENT AGENDA:

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

- 2. ACTION ITEM: Approve minutes of June 23 and June 27, 2022, as submitted by Tara Fenwick, City Clerk.
- 3. ACTION ITEM: Authorization and approval of the disbursement of funds from the City's treasury for the payment of bills in a total sum of \$ 663,753.91, as submitted by Shellie Gallagher, Treasurer.

- <u>4.</u> ACTION ITEM: Recommendation to Approve Alcohol Beverage Licenses, as submitted by Shellie Gallagher, Treasurer.
- 5. ACTION ITEM: Recommendation to approve Purchase Order #22100 and Purchase Order #22113 for new crosswalk infrastructure on Warm Springs Road and Bike Path, as submitted by Brian Christensen, Streets Director.
- <u>6.</u> ACTION ITEM: Recommendation to Approve Purchase Order #22110 With Evident Scientific for a Phase Contrast Microscope, as submitted by Mick Mummert, Utilities Supervisor.
- 7. ACTION ITEM: Recommendation to authorize the mayor to sign contract with Wagon Days artist, as submitted by Lisa Enourato, Public Affairs and Administrative Services Manager.
- 8. ACTION ITEM: Recommendation to Approve the 1st & Sun Valley Office Building Condominium Subdivision Preliminary Plat Application, as submitted by Suzanne Frick, Planning and Building Director.
- 9. ACTION ITEM: Recommendation to adopt the Findings of Fact, Conclusions of Law, and Decision for the 1st and 4th Mixed Use project Condominium Preliminary Plat application File No. P22-016A, as submitted by Morgan Landers, Senior Planner.
- <u>10.</u> ACTION ITEM: Recommendation to adopt the Findings of Fact, Conclusions of Law, and Decision for the 1st and 4th Mixed Use project Final Plat application File No. P22-016B, as submitted by Morgan Landers, Senior Planner.
- <u>11.</u> ACTION ITEM: Recommendation to approve Purchase Order #22114 with Thornton Heating for City Hall, as submitted by Juerg Stauffacher, Facilities Maintenance Supervisor.
- 12. ACTION ITEM: Recommendation to amend Purchase Order #22112 with HDR Engineering for amended scope of services related to Main Street transportation analysis, as submitted by Jade Riley, City Administrator.
- 13. ACTION ITEM: Recommendation to approve Purchase Order #22111 with Skinner Fawcett for professional services related to potential revenue bond election, as submitted by Jade Riley, City Administrator.
- <u>14.</u> ACTION ITEM: Recommendation to withdraw Bureau of Land Management R&PP application IDI-36276, as submitted by Jade Riley, City Administrator.

PUBLIC HEARING:

- **15.** ACTION ITEM: Recommendation to Hold a Public Hearing and Approve the Gopher Gulch Lot Line Shift Final Plat & Findings of Fact, Conclusions of Law, and Decision, as submitted by Suzanne Frick, Planning and Building Director.
- <u>16.</u> ACTION ITEM: Recommendation to Hold a Public Hearing and Approve the 108-110 Ritchie Lot Line Shift Final Plat & Findings of Fact, Conclusions of Law, and Decision, as submitted by Suzanne Frick, Planning and Building Director.

NEW BUSINESS:

- <u>17.</u> ACTION ITEM: Interim budget request for Summer Silver Transit Route, as submitted by Wally Morgus, Mountain Rides Executive Director.
- <u>18.</u> ACTION ITEM: Review and consideration of approval of Mutual Waiver of Condition Harriman Settlement Agreement, as submitted by Matt Johnson, City Attorney.
- <u>19.</u> ACTION ITEM: Review draft Little Park master plan and public feedback, as submitted by Jade Riley, City Administrator.
- 20. ACTION ITEM: Provide direction regarding Sole Source Procurement Declaration for Lease to Locals Program, as submitted by Jade Riley, City Administrator and Matt Johnson, City Attorney.

EXECUTIVE SESSION: ADJOURNMENT:

From:	David Caldwell <david@wcinvestrealty.com></david@wcinvestrealty.com>
Sent:	Thursday, June 16, 2022 5:31 PM
То:	Participate
Subject:	Harriman Hotel in Ketchum, ID

Dear Mayor and City Council Members:

The time has finally come for the Harriman Hotel to be constructed and to open in Ketchum! There have been many pitfalls that have derailed this important project numerous times over the past 18 years, but through all the challenges Jack Bariteau has never lost sight of his original vision to bring a much needed cuisine centric luxury hotel to Ketchum/Sun Valley! Now more than ever Sun Valley/Ketchum needs this project to round out local lodging offerings, and to increase hotel room count to accommodate the rapidly growing demand in our Valley. The past 2-3 years have proven that more and more visitors are coming to Ketchum/Sun Valley, and the breadth of lodging and dining locales must grow to accommodate the demand. With the commitment of Andrew Blank and his family to the Harriman Hotel this <u>project will succeed</u>, so I implore the City Council to approve immediate reinstatement of all entitlements to allow the project to move forward.

Sincerely,

David Caldwell, local resident

David G. Caldwell President, Broker West Coast Investment Realty, Inc. PO Box 14001 #208, Ketchum, ID 83340 220 East Avenue, #208, Ketchum, ID 83340 Tel. 760-815-5504 Email: <u>david@wcinvestrealty.com</u> Lic. No. CA: 01222814 OR: 850200042

ID: BR40234 WA:3392



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From:	Nancy <nlinscott@cox.net></nlinscott@cox.net>
Sent:	Monday, June 20, 2022 2:09 PM
То:	Tom Bergin; akennedy@co.blaine.id.us
Cc:	Suzanne Frick; Robyn.Davis@HaileyCityHall.org; Paige.Nied@HaileyCityHall.org;
	kaz.thea@haileycityhall.org; sam.linnet@haileycityhall.org; heidi.husbands@haileycityhall.org;
	juan.martinez@haileycityhall.org; Participate; martha.burke@haileycityhall.org;
	dshay@bellevueidaho.us; kgoldman@bellevueidaho.us; dbrown@bellevueidaho.us;
	smahoney@bellevueidaho.us; cjohnson@bellevueidaho.us; rleahy@bellevueidaho.us;
	jrangel@bellevueidaho.us; Neil Bradshaw; Courtney Hamilton; Amanda Breen; Michael David; Jim
	Slanetz
Subject:	Letter to Planning and Zoning re: Cumulative Impacts to Natural Resources & Quigley Comment
-	Letter
Attachments:	Nancy Linscott Letter to County.odt

Hello there, Tom and Allison (and all other city and county planning staff and elected officials copied herein): While the attached letter refers to Quigley Ranch (and I would like it to be part of the record for that project, so please be sure to forward to the County Planning and Zoning Commission), it is applicable to *all* proposed developments within the valley. It is my hope that you will all take the time to consider the points in it when reviewing projects going forward.

Thank you very much for your time.

Nancy Linscott 320 Apache Drive Hailey, ID 83333 (208) 721-2558

Quigley Ranch Comments

То:	Blaine County Commissioners
From:	Nancy Linscott
Date:	June 17, 2022
Re:	
	TVIV Quigley, LLC, Quigley Ranch Subdivision & Simple Planned Unit Development

I reviewed many of the comment letters to the Planning and Zoning Commission regarding the proposed Quigley Ranch Subdivision, and concur with pretty much all of them. In my opinion, the most compelling among the comment letters provided for P & Z consideration are the ones offered by a few of our local natural resource experts, namely Dr. Wendy Pabich for her excellent account of the unsustainable nature of water use in our valley and Elizabeth (Lili) Simpson for her discussion of wildlife, which emphasizes and illustrates the facts presented by Idaho Fish & Game regarding the critical nature of Quigley Canyon to wintering elk and deer.

I'd like to weigh in, too, with what I hope will be a thought-provoking case for evaluating "cumulative impacts" when considering this and any other land use proposal going forward. Individually, they may seem relatively insignificant, but together, or *cumulatively*, they are pushing all of us carbon-based life forms to the outer edges, and way faster than you might think.

Let's start with the cumulative impacts to soil: Folks, we've gotta protect soil. The kind of soil inhabited by networks of microscopic critters and their secretions ranging from fungi to nematodes and held in place by plants and their roots. Soil that is distinct from "dirt," which has been stripped of its organic content once turned over and dried out. Dirt is highly susceptible to wind and water erosion and really isn't all that useful when entrained in the air. But the biological universe that exists in undisturbed soils is the very backbone of the terrestrial food web that the animals above, including us, rely on. Further, healthy soil and the associated living plants provide storage for carbon dioxide. When we cover previously undeveloped ground with with roads, sidewalks, driveways, and buildings, we are irreversibly eliminating the immensely valuable ecosystem services that soil provides. The Quigley development will compact and destroy at least 50 acres of soil. Fifty acres of forage, 50 acres of carbon storing plants and earth. Fifty acres that could support bugs, birds, deer, elk, and a host of other creatures, all of whom play a vital role in the ecosystem.

But is 50 acres really all that much? Well, maybe not by itself. Unfortunately, this development is not by itself and here's why that's important: According to the USGS groundwater model study prepared in cooperation with the Idaho Department of Water Resources (Fisher et al. 2016), the second largest contributor to the aguifer besides streamflow loss from the Big Wood river, is due to areal recharge of precipitation and applied irrigation. This only works as long as the water droplets, especially from rain and snow melt, can actually make it to the substrate. Another road, plus the new proposed cul-de-sac like "pods" snaking through the valley floor will replace large swaths of soil with a solidified barrier that will no longer allow rain and snow melt to connect to the aquifer below. By itself, this wee little development of only 24 houses seems rather "ho-hum," in terms of soil loss-it's just a short little road, after all, and it's not like there isn't already anthropogenic disturbance on the valley floor. But add that little road to all of the other little roads being built throughout this valley now and in the past-Old Cutters, Sunbeam, Colorado Gulch, Quigley Farms, and so on, (and those are just the ones in Hailey), not to mention all of the older paved roadways throughout the valley, and you're starting to see a real, tangible loss of permeable surfaces that can connect the water in the sky to the aquifer under our feet. It's like fencing out rain. Fifty acres here, 20 there, 100 over yonder... It all adds up. It has been adding up with especially high intensity in the past two years.

Circling back to Quigley Ranch: The idea of rerouting the existing road into the valley floor to mitigate the dog walker-future-resident-driver conflict effectively doubles the area of compacted soil along that stretch since the existing road is already too compacted to be of much use to the microcosm of soil-loving creatures—and that would be even before we scoop out the soil, compact the substrate, and lay down more asphalt and driveways to serve these new homes.

Perhaps it would be useful if the County's GIS department wizards could use existing road and development data to calculate just how much of the valley floor is covered in hardscape material. We should know that. We should know the ratio of undeveloped land to modified land and attendant hardscapes and get a handle on what this may mean in terms of aquifer recharge. That would help us know if 50 acres is a lot or a little and if that 50 acres, when combined with all of the other proposed developments and those already under construction is going to leave us with enough land that can capture, hold, and convey water.

Until we have a handle on that, though, instead of adding to the habitat loss by ripping in new roads in the valley floor, how about we simply ask that the proud future home owners of the Quigley Ranch estate lots who want a little slice of "country living," live like they're in the "country" and drive on a gravel road—one with no sidewalks, and ideally amply pocked with pot holes to slow them down. And they can jolly well go slow, so as not to hit the folks that have historically enjoyed that road to walk their dogs. I grew up on such a road in rural Missouri and *we were okay*. People rode their horses on the same road that the dang school buses drove on, and as drivers, one just had to figure it out. We've gotten so far removed from the idea that sometimes, the road we drive on is a little rough. Why does everything have to be so *smooth*?

I've got a lot more to say about soil, but I'll stop there.

Let's move on to water.

Carefully consider what Dr. Pabich had to say in her letter on the topic of Quigley Ranch. Though I do not have the depth of knowledge that she does, I am a former practicing environmental geologist myself who largely studied aquifer systems and I can say quite confidently that she's absolutely right. The canaries in the coal mine illustrating the crux of the problem she described are already happening locally. Talk to Jeff Allred, who owns one of the last-to-be-annexed in-holding properties in Hailey on North 3rd Street about how his well dried up last year. Ask Janet Carter, who lives adjacent to Sunbeam—her well went dry, too. Though these are just the two that I know of because I know these people, there are likely countless others who have had to drill deeper to access the aquifer or abandon their dry wells altogether. Dr. Pabich provided the real hard numbers with respect to water rights in her letter, and prior studies by the USGS in recent years have also revealed that our system is stressed. City and county administrations are well aware—or at least should be--as the results of these studies have been presented at countless annexation meetings and widely broadcast in the media, both locally and statewide. Without a cohesive, valley-wide water resource management plan that examines and accounts for the *cumulative effect* that *all* new developments will have, whether five houses or five hundred, we're in for some rather unsettling outcomes. I'm going to try and paint the picture of what this means we're facing in terms of habitat loss, namely, the river itself.

The Big Wood River is a system fed by snowmelt, rain water, and countless perennial tributaries between here and its headwaters, many of which are also fed by snowmelt and rainwater with contributions from springs. Though these surface waters contribute the most to stream flow in the Big Wood River (again, refer to recent USGS basin-wide aquifer studies like the one mentioned above), they are by no means the only contribution. A significant portion of its flow, most notably the reaches from Hailey north, are fed by spring systems, which is another way of saying its interface with groundwater. Once we succeed in drawing groundwater below the basal level of the river, the river will no longer have that input. In drought years, having that input would be mighty handy, especially if you're a fish. Last year, we actually saw those reaches of the river perilously close to drying up, even in the early part of the summer. Groundwater contribution to the river also provides colder water to the river—again, this is really nice to have if you're a fish adapted to cold water streams in a warming world.

The other thing happening below our feet is that the river itself feeds the aguifer in many places—this is where the river is a "losing" stream. This happens most visibly every year below Bellevue, where in combination with irrigation diversions and loss to the aquifer, the stream does not flow at all. Now imagine seeing that in Hailey and north. The river losing its water to the aquifer in the southern reaches seems to bode well for downstream groundwater users, sort of, except that only works when we have enough surface water to lose. When we have low snowpack and little precipitation there's not a lot of wiggle room in terms of maintaining adequate flow in the river. Combine that with the very, very real reduction in connectivity between the aquifer and the river due to municipal groundwater use and irrigation, and we're looking at no river at all. One of the only reasons it continued to flow in a year as dry as last year's was due to interaction with our aguifer, which as noted, is getting lower and lower and lower. I hope I'm making my point that over-use of our finite water resources is real, is already happening, and is playing out in the drying wells in the main body of the aquifer beneath the valley floor. It will be catastrophic to lose this input if we at all care about the habitat of the river. And we certainly should care because guite frankly, the riparian areas are VITAL to all of the drainage's wildlife.

But Quigley Ranch is over a mile away, and it's only 24 houses that would be situated on just 50 acres, so what's the big deal, right? The developer offered that they are planning to use their existing water rights, or rather, the same surface water source that they formerly used for irrigating the hay field, to supply the irrigation needs of the new households. So no biggie—it's

mostly just the same water, just applied differently. And sure, recognizing that houses may use a lot of water, they'll augment with gray water from Quigley Farms (hey, that's good). But, as printed in the errant Mountain Express article, they know this isn't enough, so they are going to drill "several" wells to provide potable water. How many is "several" and how much demand on the aquifer will result? Singularly, without any other development or groundwater users in the valley, that seems perfectly reasonable, but they are *not* the only ones. Drilling several wells should concern everybody—it's another straw being dipped into the collective milkshake, and it will have an impact, especially a cumulative one when considered in the context of all of the other milkshake drinkers. The attitude and acceptance that these wells may pull out just a "drop in the valley's water bucket," heavily shuns the reality that all of this water, both surface and stored in the diminishing aquifer is part of a system feeding the basin as a whole. The real liquid stuff is over-allocated and there simply is not enough to support development throughout the valley---particularly when we're eliminating the recharge potential of the valley floor by paving so much of it, like I described in the soils part of this memo.

<u>Cumulative Loss of Wildlife Habitat</u>. I already mentioned a couple of the impacts to wildlife habitat in the context of soil and water, both within and removed from the development. But yet another, not insignificant problem is the impact to deer, elk, and other small mammalian and avian species who really need that 50 acres. Lili Simpson did a very nice job of describing the issue, which seems pretty apparent: Installing houses on what the Idaho Fish and Game experts described as ". . some of the *last* quality winter range in the Wood River Valley" just seems like an inherently poor idea if we care at all about wildlife. And subsequently pushing all of the dog walkers further out the canyon to where the road wouldn't be paved will increase pressure, especially in winter, on all of the large herbivores, feathered critters, and rodentia that quite frankly could use a little less dog. Again, it's easy to shrug it off with a "well, that's always happened, they'll be fine," but the fact is that with the *cumulative* loss of habitat—not just out Quigley but elsewhere in the valley—we will lose these animals. The June 17th Mountain Express article quoted the Idaho Fish and Game review as stating, "If current trends of development and associated recreational and residential use in the vicinity persist, these areas are not expected to continue supporting winter populations of big game."

I've gotta dog, we all seem to have a dog, most of us know each other by our dogs, but the closer we stay to town, the less us and our animals encroach on the wild world around us. I'm betting the new homeowners will have at least one dog or more, plus some bird-killing domestic cats, and these disturbances to necessary winter range will contribute to the valley-wide loss of habitat.

With the increased pressure on wildlife due to habitat loss, pronghorn, deer, elk, and a host of other creatures need the ability to move without getting entangled in the miles and miles of obsolete barbed wire fences festooning both private and public lands not only in our valley but all across their migration routes. I propose that developers should be required to move all surrounding and intersecting barbed wire from their properties as a condition of receiving a final plat (assuming they should ever get a final plat in light of all of the other stressors). In fact, as a general mitigation, they should have to remove obsolete barbed wire on public lands elsewhere if they don't have any on their own properties. By "obsolete," I'm referring to those stretches of fences that are not and have not been used to contain livestock in years. There's enough here in our valley to go to the moon and back, I would guess.

In the big picture, the biggest threats to biodiversity globally <u>and locally</u> are 1) climate change; and 2) habitat loss. The latter occurs in part due to the former (obviously), but the largest factor affecting habitat loss is due to human encroachment into natural systems. Bottom line is that natural resources in a given area and indeed worldwide are finite. Quigley may seem like small potatoes by itself, and if it *were* by itself, it would be. But it's not by itself: Quigley Ranch is happening in conjunction with many similar developments throughout the valley, few of which seem to be helping us solve our real housing problem, and altogether the impact is real, is happening, and will absolutely result in a much worsening state of affairs here in the valley.

I'm mostly imploring you to consider all development proposals in terms of their cumulative impacts, and if the outcome contributes to further loss of our necessary natural resources, consider imposing strong mitigations or limiting the proposed project to only that which can be sustained. Maybe chat with the folks in Oakley, Utah, a town of about 1,500 people located in the Greater Salt Lake statistical area. Last year, they were the first community to stop issuing building permits for any project requiring water connection due to the projected and actual limitations on their water supply. I'm sure that wasn't popular. I'm sure there was backlash from developers. But it was the right thing to do. Our society-and Idaho especially-puts an emphasis on rights (particularly private property rights) when perhaps the focus should be on responsibility. In this case, there is no reason for these 24 houses to exist at all, especially given that none will help us with the affordable housing issue. If it must happen, it should happen just outside the Quigley Farms boundary, no further west than The Sage School, and require no further modifications to the valley floor. I do not believe that the Nordic trails would necessarily have to move further west. They shouldn't even be as far west as they are right now (well into the more natural parts of the drainage beyond the pond), and as a nordic skier, I'd rather have more wildlife habitat than skiing habitat. This development is not "preserving open space," as the project spokesperson suggested. By definition, it is a development, and as such it would encroach into important habitat, diminish critical resources, and add to the bigger valley-wide problem we already have.

Thank you for your time.

Nancy Linscott

From:	City of Ketchum Idaho <participate@ketchumidaho.org></participate@ketchumidaho.org>
Sent:	Wednesday, June 22, 2022 10:18 AM
То:	Participate
Subject:	Form submission from: Contact Us

Submitted on Wednesday, June 22, 2022 - 10:17am

Submitted by anonymous user: 184.183.121.243

Submitted values are:

First Name Trish Last Name Klahr Email tklahr@cox.net Question/Comment

I just read the story about "Big changes coming to Main Street" in order to enhance vehicle and pedestrian efficiency. A timely topic. Another idea I would like you all to consider is an approach commonly used in many urban areas, but is somewhat the opposite of a dedicated turn lane. That is the notion of prohibiting left turns during peak commuting hours such as from 4-6 p.m. when everyone is trying to head south out of town. The left turn at 5th street backs up traffic for blocks and blocks. There is no need to have a left turn here. There is a dedicated left turn at SV Road so that left turn would always be available and cars would proceed to that intersection to turn left. Same for the problematic left turn at First Street: prohibit it between 4-6 p.m. and keep traffic flowing south to prevent complete gridlock as we have now at rush hour. Thanks for your consideration!

The results of this submission may be viewed at:

https://www.ketchumidaho.org/node/7/submission/10582

From:Daren Pennell <daren@darenpennell.com>Sent:Thursday, June 23, 2022 12:38 PMTo:ParticipateSubject:Harriman Hotel settlement

Hello Mayor and Council Members,

For a variety of reasons I am in support of the Harriman Hotel settlement agreement. Will be great to have the saga of the hole behind us and move forward in a win / win manner with the City, the developer and the community.

Respectfully,

Daren

Daren Pennell





208.720.2619 cell daren@darenpennell.com

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June 22, 2022

Mayor Neil Bradshaw City of Ketchum 161 Fifth Street West Ketchum, Idaho 83340

RE: Proposed Settlement Agreement – Harriman Hotel, LLC and the City of Ketchum

Dear Mayor Bradshaw:

We have been reading with great interest about the proposed Settlement Agreement that the City Council will consider on Thursday night, June 23rd. We are longtime residents of Ketchum and both operate our independent businesses in Ketchum. We are delighted that Jack has finally found a very reliable, local and well-funded private family to bring the necessary capital investment to build this exceptional hotel project. Andy Blank, and his father, Jerry have maintained a family home in Sun Valley since 1975 and are passionate about the Wood River Valley

There is no doubt that the project has had a long journey but memories are short and most people forget that this project went through an extensive public hearing process culminating in its approval in November of 2008. The Great Recession was in full swing and lasted here in our part of the intermountain west for almost nearly a decade. Prior to the project approvals, Jack Bariteau had successfully developed two significant mixed use projects, The Shops and Residences at the Colonnade and the Christiania Building between 1998 and 2001. These buildings are now considered landmarks in our town and are representative of what we can expect in quality of design and overall aesthetics. His town home project at 600 Second Street, completed in 2009, today stands as amongst the finest town home developments with the downtown.

Contrary to what most people think, Mr.Bariteau was able to secure a construction loan in late 2019 and was preparing to begin full construction in April, 2020. But in the middle of March, 2020, the pandemic national emergency was declared by then President Trump and one of the key equity partners froze its investments in multiple projects nationwide, halting the project. While what we see today is the excavation that was required to commence after the building permit was issued in May of 2016, City mandated building impact, building permit and affordable in lieu housing fees were paid in excess of \$1.8 M to the City. Previously, the City had also provided an extension of the project approvals that were conditioned on the undergrounding of the power poles and power lines that stretched from River Street to Gem Street along the westside of Highway 75 at a cost of nearly \$1,000,000. This work was completed in 2016-2017. And sticking to Mr. Bariteau's commitment to provide an in town site for 18 hotel employee beds as part of his approvals, while working to replace the equity funding for the hotel, Jack and a separate group of investors received approval for the mixed use project, now nearly 65% complete at the southwest corner of First Avenue North and Fourth

Street. This building will contain 15 community housing apartments, with 12 of these apartments dedicated to the meeting the 18 bed requirement when the hotel is completed. Until that time, these apartments will be offered to our local workforce with deed restrictions in place for qualified applicants in Blaine County Housing Categories 4 and 5. No other development in town, including the Limelight Hotel, has ever produced this magnitude of affordable housing.

The Blank family and Mr. Bariteau, we believe, are committed to finally bringing to Ketchum the luxury level of lodging and for sale residences that will finally provide the community with a full service hotel of the highest quality and amenities. Please let this much needed hotel project proceed to construction and approve the Settlement Agreement. We will all benefit for years to come from its being completed and opened.

Sincerely,

Sharon and Liam Grant 540 4th Ave. Ketchum, ID 83340

From:	Preston Sargent <psargent@bailard.com></psargent@bailard.com>
Sent:	Thursday, June 23, 2022 1:26 PM
То:	Participate; Neil Bradshaw
Cc:	Julie Sargent
Subject:	Supporting the Harriman Hotel

To whom it may concern:

I know that today is a big day in the life of the Five-Star Hotel and Condominium project now known as the Harriman Hotel and Residences.

I have written and voiced my support for this project several times in the past, and my feelings have not changed. My wife and I are homeowners in Ketchum (since 2006)... and have lived here in town full time since 2012.

I first came to Sun Valley in the summer of 1970 for tennis camp.

I then skied here in Spring of '76 (loved it), worked in the Duchin Room (now Gretchen's) that summer, and lived in the SV Co. dorms behind the Moritz Hospital.

I introduced my wife to SV in '89... and two of our three kids learned to ski here in the 90's.

So we've had a long association with this lovely valley and this wonderful little town of Ketchum.

It would be easy to look back at the long and torturous road of this hotel project and find fault with some of the missteps here and there along the way.

I think, at this stage, that would be both unproductive and unfair.

We are where we are and should look forward not back.

And I still believe that this project would be great for Ketchum and great for the broader Wood River Valley.

Jack Bariteau builds and runs high quality real estate.

The Harriman Hotel and Residences will be a very special addition to the offerings here in the Sun Valley area and will, I believe, raise the profile of our fabulous town and area in a very positive way.

I have been in the real estate investment business for ~38 years and know how difficult it can be to get complicated hotel projects capitalized.

The Harriman Hotel and residences has had more than its share of bad luck over the past decade... but it seems Jack is "there" on getting the necessary financing for the project, and I do hope that the city grants him and his team the necessary permits and entitlements to get the project underway.

Thank you for your consideration.

Kind regards,

Preston

Preston R. Sargent Executive Vice President, Bailard, Inc.

Office Address: 180 Sutter Street, 2nd Floor, San Francisco, CA Mailing Address: 950 Tower Lane, Suite 1900, Foster City, CA 94404 T: <u>650 571 5800</u> M: <u>206 999 8295</u> www.bailard.com

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From:Janet Nathanail <jnathanail@hotmail.com>Sent:Friday, June 24, 2022 4:07 AMTo:ParticipateSubject:comments for today's meeting

There are many of us who own homes here in Ketchum, spend holidays here with our families, who contribute to the economy by employing tradespeople, caretakers and who frequent the restaurants and shops and yet because we can not vote here, our voices are not heard.

We came to Ketchum 22 years ago and were attracted by the spectacular natural beauty, the friendly and active community and the slow charm of this small town where art and sports and nature reign supreme. Over the past few years, it has been difficult to watch the changes creeping in that could put all that in jeopardy.

Now we have/will have FOUR hotels concentrated at the gateway to our town. While the long existing Best Western is in keeping with the style of Ketchum, the Limelight stretches with its additional height and encroaching sidewalks, the plans for the new Marriott indicate a massive modern building and who knows why the 'hole' has been tolerated for so many years, despite continusingly missing deadlines and presenting a potentially dangerous, and until recently, unfenced eyesore. Why would the city believe that this time the project will go ahead, despite past promises otherwise, when it has failed for so many years? Why, in fact, do we even want a fourth hotel there?

Not only will we have is a massive traffic jam during and after the new buildings are completed but there will be an uncharacteristic modern skyline as you enter our town with possibly more hotel rooms than the town and its visitors need.

When what we all recognize and agree on is that affordable workforce housing must be the priority! Instead, what we have is a meager number of apartments sandwiched between ground floor commercial space and expensive penthouse apartments all being built in prime downtown lots. Is that really where workers want to live? Wouldn't they be happier outside the town center, closer to the school and the Y with ample parking areas, close to open green spaces? Wouldn't it have made more sense to purchase the empty Stock Lumber Supply Yard and develop that into real community housing to encourage workers to make Ketchum their home?

It goes without saying, that without proper housing, we can not recruit the essential workers needed to sustain the growing population and number of new businesses and hotels.

While I don't doubt the concern and motivation of the city councilors, I do worry about and do not agree with some of the decisions being made.

I feel we are at risk of losing what makes Ketchum special !!

Sincerely, J Nathanail

Please consider your environmental responsibility before printing this email or any other documents.

From:	Kevin Livingston <klivingston@yahoo.com></klivingston@yahoo.com>
Sent:	Monday, June 27, 2022 9:41 AM
То:	Courtney Hamilton; Amanda Breen; Michael David; Jim Slanetz; Participate
Subject:	Bariteau Project

Dear Council,

I attended last week's meeting to reinstate the Bariteau entitlements. I am clearly not in favor, but at this point it passed. I have no doubt, that they will come back with changes that include height increases and that rooftop bar.

I can tell you, that almost all of the residents within the 5 block radius are clearly opposed. I really hope you can see through that and we start standing up for the resident rights. If you have ever been to a party or heard one near South Leadville, noise travels for blocks. Also, the traffic will become a nightmare.

The new Partner said there will be no material changes. If that's the case we will live with last week's decision. If there are major changes, please do the right thing and not allow Ketchum to be ruined.

Kevin Livingston 415-596-4336

From:	H Boyle <boylehp@yahoo.com></boylehp@yahoo.com>
Sent:	Tuesday, June 28, 2022 4:12 PM
То:	Participate
Cc:	Mark Dee; Greg Foley; Andrew Guckes
Subject:	For City Council members: public comment on the budget

LACK OF RIGOR

As I observed the budget planning session on June 27, I was struck by how there was no criteria employed in generating the budget. The department head presentations were perfunctory, uninformative and pro forma. The two biggest expenses, police and fire, went unchallenged. In no situation was the fundamental question asked: how does this money benefit quality of life for residents of Ketchum.

In only one presentation was the question asked "how can we recover more of this cost?"

Perhaps this is how Ketchum has gotten into the situation where its per capita budget is 3.5x that of Hailey.

STRUCTURAL BUDGET CHALLENGE

Ketchum has a structural budget challenge. Many of our costs are driven by non-residents, and the LOT doesn't fully offset their burden. This really short shrifts the Ketchum taxpayer. This is going to get worse with the two new hotels. For example, both will house less than 25% of their low-paid workers, and the taxpayer is likely to end up subsidizing housing for their employees through the new 5B Housing entity.

How do we structurally and permanently shift more costs off of residents and on to hotels, STRs, and tourists?

LACK OF ACCOUNTABILITY FOR RESULTS

Our Fire dept is a similar size as that of Hailey, yet the number of calls is about half. This bears investigation. As the department communicated, fire dept and EMS calls are largely driven by tourists. How can we recoup more of that expense from tourists? Backcountry rescue should be billed back, as it is in other areas. Likewise ambulance runs, fire calls to AirBNBs, etc.

As the BSCO communicated, police activity is also driven by tourism. If bar activity drives costs can their license and franchise fees reflect that? Can we impose a special police/EMS cost recovery fee on STRs? There was no metrics provided in the presentation. Nothing on the cruiser replacement cycle. They want a new car and Ketchum just buys it for them. Why is Ketchum paying for increased policing for BCSD? Outsourcing to BCSO was supposed to save us money, but we seem to pay a premium. The solve rate for crimes is the lowest in Blaine County. Should police be localized again?

As Councillor Hamilton alluded, the Planning department should largely pay for itself shouldn't it? Shouldn't developers be paying the full cost of the 77% of department expenses allocated to development? Why is there no annual adjustment to its fees? Can we save money and variabalize the cost by outsourcing the permit processing as we do for building inspection?

It is great that we will update our zoning code. However, no one mentioned that the Comprehensive Plan is due for updating in 2024, and that the zoning code is supposed to reflect the Comp Plan. These are basic functions of City Government. We should be anticipating this and budgeting for this.

Is the Council aware that Ms. Frick proposed an almost 3x increase in her bill out to KURA? That she allocates 25% of her time to KURA and that KURA recompenses the City for that? If 77% of her cost is supposed to be recovered by user fees, doesn't this seem a bit...unseemly? The two City Council appointees to KURA sat through their budget presentation and this seems to have escaped them. Is there any wonder the Planning department is so back up?

Can we save money by eliminating the Historic Preservation Commission once it gets its guide done? It is just more bureaucracy that cannot stop demolition or invest in preservation. There is nothing it does beyond the guide that the Council can't do. It does not need to be constituted more than one year in 5 to update its guide. Yet this is 4% of the annual Planning Department cost (per Ms. Frick).

The Recreation department benefits quality of life for current residents. If we have to raise fees, can cost recovery be raised from the 40% of non-WRV residents who enroll in its programs? Why is the Ketchum taxpayer funding summer camp for tourists? Asking SV to contribute based on its resident usage seems...obvious. Returning the pond hockey tournament as a fundraiser for kids camp seems like a great idea.

As the City moves to increase density in the core while simultaneously reducing the absolute number of parking spaces, eventually the tipping point will be reached. When you move to charge for parking in the downtown core, perhaps you might give free parking permits to residents and just charge non-residents.

SHIFTING REVENUE BURDEN TO TOURISTS

Instead of trying to get around the 3% tax increase cap by raising revenue with a constant expansion of tax base in a way that residents do not support (e.g., Marriott), can we look to other areas?

For example, can we charge even more than what was proposed for large water users like hotels. The \$ increment seemed pretty low. Hotels and STR owners command a premium price for peak weeks. Why can't Ketchum share in that windfall and charge more for water usage above the average for non-peak weeks at that time?

Can we do the exact same thing for wastewater? When is the sewer deal up with SV? What can we do to raise revenue from them (largely a second homeowner community)?

OTHER REVENUE/COST ENHANCEMENTS

Can we substantially raise the LOT on short term rentals in the next attempt? The legislative intent of LOT is to help tourist burdened cities offset the cost of tourism. The lodging tax could go way up. Can we shift 1% for Air from promoting tourism to offsetting the costs of tourism? It is millions of dollars.

Why not just sell the Starbucks building, given how much work it needs, its negative rate of return for the City, and the incredible value that could be unlocked for the taxpayer.

Why don't we ask the businesses that benefit from Wagon Days to financially support it?—especially the hotel companies.

Given our lobbying in Boise, can we work with state reps to get property tax increase indexed to something other than 3%? Like CPI or 10yr bond? Wouldn't all Idaho municipalities benefit from that?

On the expense side it doesn't seem like we are looking for much in the way of savings or efficiencies. For example, what is Ketchum getting for its \$80k to the county sustainability manager? Does it improve quality of life? Raise revenue? Save money? Hailey refuses to fund this. Why?

On the county housing department that Ketchum will bear the bulk of the cost, can we ask for transparency on how the money will be spent in terms of how many people will be helped in what way. Sending Ketchum taxpayer money to the County seems to warrant a high degree of transparency and accountability. When we find that occupiers of deed restricted units have been abusing that privilege, can we find them the full amount of their windfall?

Another quality of life expense we could look at MTR. It is a great service and we are fortunate to have it. But it is not optimized to get cars off of streets. For example, perhaps given that Ketchum is the largest funder of MTR, we could ask them for airport service. It doesn't stop at right place, requires a connection in Hailey, and is not matched up to flight schedules. This seems a better use of experimental funding than St Luke's WR to St Luke's Twin.

CAPEX

Employee attraction and retention mention by all departments except public works In terms of capex and personnel expense and retention, what about building city employee housing on city land in the industrial park or near the wastewater plant using the tax exempt structure being developed by a local resident? This could provide housing for 1/3 of market rate.

Also on capex, should we be looking at assessing depreciation and putting at least some of that money aside every year so we don't get caught short for big expenditures? Most people are surprised to hear we have no capital budget process for roads.

In sum, there are a myriad of ways to reduce the burden on Ketchum taxpayers.

Thank you,

Perry Boyle Ketchum



CITY OF KETCHUM SPECIAL MEETING MINUTES OF THE CITY COUNCIL Thursday, June 23, 2022

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

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

Roll Call:

Mayor, Neil Bradshaw Courtney Hamilton Amanda Breen Michael David Jim Slanetz

Also Present:

Jade Riley - City Administrator Suzanne Frick - Director Planning and Building Matt Johnson - City Attorney Tara Fenwick - City Clerk & Administrative Business Manager

COMMUNICATIONS FROM MAYOR AND COUNCILORS: (video 00:05:45)

Councilor, Courtney Hamilton shared appreciation for the summer Solstice celebration.

Council President, Michael David, reminded everyone to take care on foot and bike, when traveling around town.

Mayor, Neil Bradshaw provided an overview on the purpose of the meeting, welcomed public participation, and recommended those addressing the council limit their commentary to three minutes.

PUBLIC HEARING: (video 00:07:45)

Managing Partner and Principal Owner, Andrew Blank addressed the Council and shared a presentation on the project.

Mayor, Neil Bradshaw opened public comment.

Members of the public provided comment.

Bob Brennan	Pro	Video 00:39:45
John Parker	Pro	Video 00:42:30

Neil Morrow	Con	Video 00:45:35
David (unintelligible)	Pro	Video 00:49:25
David Soares	Pro	Video 00:50:35
Bob Crosby	Pro	Video 00:53:15
Gary Lipton	Undecided	Video 00:56:20
Pam Colesworthy	Pro	Video 00:57:20
Mark DeReus	Pro	Video 00:59:45
Phyllis Shafran	Undecided	Video 01:02:00
Kevin Livingston	Con	Video 01:02:48
Ed Simon	Con	Video 01:06:30
Jerry Seifert	Pro	Video 01:11:25
Carl Crayco	Pro	Video 01:15:01
Jorie Poticure (unintelligible)	Con	Video 01:16:10
Mike Spachman	Con	Video 01:17:50
Reid Sanborn	Pro	Video 01:20:15
Jed Gray	Pro	Video 01:23:43
Tim Eagan	Pro	Video 01:26:25
Jill Gosden	Pro	Video 01:29:25

Mayor, Neil Bradshaw closed public comment.

Council members asked questions of the investor and applicant.

Council members shared their comments.

Motion to accept the Settlement Agreement as presented and authorize the mayor to sign it. Motion made by Councilor, Michael David, seconded by Councilor, Amanda Breen.

- Slanetz, Hamilton nea.
- David, Breen yea.
- Bradshaw yea.

ADJOURNMENT:

Motion to adjourn at 6:25 p.m. Motion made by Councilor, Amanda Breen, seconded by Councilor, Jim Slanetz. All in Favor.

Mayor, Neil Bradshaw

Interim, City Clerk, Lisa Enourato



CITY OF KETCHUM SPECIAL MEETING MINUTES OF THE CITY COUNCIL Monday, June 27, 2022

CALL TO ORDER: (00:10:15 in video)

Mayor, Bradshaw called the special meeting of Ketchum City Council to order at 9:03 a.m.

Roll Call:

Mayor, Neil Bradshaw Courtney Hamilton Michael David Jim Slanetz Amanda Breen

Also Present:

Jade Riley - City Administrator Shellie Gallagher - Treasurer Tara Fenwick - City Clerk & Administrative Business Manager

COMMUNICATIONS FROM MAYOR AND COUNCILORS:

None.

CONSENT AGENDA: (00:10:50 in video)

Mayor, Neil Bradshaw commented on agenda item #4. Staff answered questions. Council discussed the item.

Motion to approve consent agenda item #4. Motion made by Councilor, Michael David, seconded by Councilor, Jim Slanetz. All in Favor.

Motion to approve remaining consent agenda items. Motion made by Councilor, Courtney Hamilton, seconded by Councilor, Jim Slanetz. All in Favor.

NEW BUSINESS: (00:22:15 in video)

Mayor, Neil Bradshaw, thanked Tara Fenwick for her professionalism and service to the City, as City Clerk and wished her well in her future endeavors.

Motion to approve Lisa Enourato to serve as Interim City Clerk. Motion made by Councilor, Courtney Hamilton, seconded by Councilor, Amanda Breen. All in favor.

City Administrator, Jade Riley provided Council a FY23 Budget overview.

Department heads answered questions.

Contracted service partners address Council with their requests for funding.

Councilor's directed staff to make necessary publications and notifications.

ADJOURNMENT:

Motion to adjourn at 1:10 p.m. Motion made by Councilor, Jim Slanetz, seconded by Councilor, Michael David. All in Favor.

Mayor, Neil Bradshaw

Interim, City Clerk, Lisa Enourato

City of Ketchum		Payment Approval Report - by GL Council Report dates: 6/9/2022-6/30/2022	Page: Jul 01, 2022 12:16PM
Report Criteria: Invoices with totals above \$0 include Paid and unpaid invoices included. [Report].GL Account Number = "01] Invoice Detail.Voided = No,Yes		08200","9910000000"-"9911810000"	
Vendor Name	Invoice Number	Description	Net Invoice Amount
GENERAL FUND			
01-2175-8000 P/R DEDUC PBLEMP NBS-NATIONAL BENEFIT SERVI	CAF FSA-MD CP315379 0430	FSA TOTAL	2,609.07
01-2175-9000 P/R DEDUC PBLEMP NBS-NATIONAL BENEFIT SERVI	CP315379 0430	DCA TOTAL	583.00
01-2300-0000 DEPOSITS-PARKS & E			
DREW, BUCK	CR 061522	SECURITY DEPOSIT RETURN, BROKEN IRRIGATION	125.00
PITKETHLY, AARDA PAVONE, DAVID	CR 062122 PAVONE CR 0	FOREST SERVICE PARK, RETURN DEPOSIT 1/2 SECURITY DEPOSIT	250.00 125.00
Total :			3,692.07
LEGISLATIVE & EXECUTIVE			
01-4110-3200 OPERATING SUPPLIE			105.00
ATKINSONS' MARKET	05209619	GIFT BASKET	105.38
)1-4110-4200 PROFESSIONAL SERV SAWTOOTH CLUB, THE	VICES 052022	LAMB APP- PARK CITY LEADERS RECEPTION	220.50
Total LEGISLATIVE & EXECUTI			325.88
ADMINISTRATIVE SERVICES			
)1-4150-3100 OFFICE SUPPLIES & I Alsco - American Linen Divi		005292 041522	166.00
CINTAS	5113447619	First Aid Supplies-UPDATE CABINET	24.34
COPY & PRINT, L.L.C.	122425	BINDERS & PENS	39.93
COPY & PRINT, L.L.C.	122896	Pens & ENVELOPES	110.69
COPY & PRINT, L.L.C.	122901	BINDERS & NOTEBOOKS	380.32
COPY & PRINT, L.L.C.	123010	PAPER-COUGA	115.76
GEM STATE PAPER & SUPPLY GEM STATE PAPER & SUPPLY	1061748-09 1074359-01	COMPRESSED AIR COFFEE K CUPS	23.07 285.60
)1-4150-4200 PROFESSIONAL SERV	ICES		
MIICOR CONSULTING, INC.	16246	1 yr. Barracuda BTEP	9,525.60
BLUE AND PINE CREATIVE INC	458	PAGE LOAD- PLANNING INITIATIVES	1,000.00
VALLEY TEMP SERVICES INC	10439	ELIZABETH INSINGER	104.00
01-4150-5100 TELEPHONE & COMN COX BUSINESS	MUNICATIONS 050589901 060	050589901 060622	173.39
)1-4150-5110 COMPUTER NETWOR	RK		
INTEGRATED TECHNOLOGIES	193290	BASE RATE CONTRACT AND COPIES / PRINTS CHARGE FOR 05/17/22-06/16/22	656.16
DELL FINANCIAL SERVICES	81314546	001-8998447-006 JUNE RENEWAL	11.30
DELL FINANCIAL SERVICES	81325872	001-8998447-005 MAY 22 PAST DUE	454.26
DELL FINANCIAL SERVICES	81325872	001-8998447-005 JUNE	454.26
DELL FINANCIAL SERVICES	81331616	001-9009257-001 JULY 22 RENEWAL	1,465.97
LEAF	13332814	100-6877711-001 MAY & JUNE 22	1,742.62

City of Ketchum		Payment Approval Report - by GL Council Report dates: 6/9/2022-6/30/2022	Page: Jul 01, 2022 12:16P
Vendor Name	Invoice Number	Description	Net Invoice Amount
)1-4150-5200 UTILITIES			
IDAHO POWER	2203990334 06	2203990334 061022	57.06
IDAHO POWER	2206570869 06	2206570869 061322	5.31
01-4150-6500 CONTRACTS FOR S	ERVICES		
S & C ASSOCIATES LLC	2451-2475 JUN	2461	47.50
S & C ASSOCIATES LLC	2451-2475 JUN	2459	1,743.00
S & C ASSOCIATES LLC	2451-2475 JUN	2460	596.00
S & C ASSOCIATES LLC	2451-2475 JUN	2462	295.00
S & C ASSOCIATES LLC	2451-2475 JUN	2458	95.00
S & C ASSOCIATES LLC	2451-2475 JUN	2457	236.00
Total ADMINISTRATIVE SERV	ICES:		19,808.14
LEGAL			
1-4160-4200 PROFESSIONAL SEI			
WHITE PETERSON	24892R 053122	General Services 24892R 053122	12,822.50
Total LEGAL:			12,822.50
PLANNING & BUILDING			
1-4170-4200 PROFESSIONAL SEI	RVICES		
S & C ASSOCIATES LLC	2451-2475 JUN	2467	59.00
S & C ASSOCIATES LLC	2451-2475 JUN	2463	1,180.00
S & C ASSOCIATES LLC	2451-2475 JUN	2469	154.00
S & C ASSOCIATES LLC	2451-2475 JUN	2475	190.00
S & C ASSOCIATES LLC	2451-2475 JUN	2455	118.00
S & C ASSOCIATES LLC	2451-2475 JUN	2468	118.00
S & C ASSOCIATES LLC	2451-2475 JUN	2473	177.00
S & C ASSOCIATES LLC	2451-2475 JUN		59.00
S & C ASSOCIATES LLC	2451-2475 JUN		59.00
S & C ASSOCIATES LLC	2451-2475 JUN		47.50
S & C ASSOCIATES LLC	2451-2475 JUN		236.00
S & C ASSOCIATES LLC	2451-2475 JUN		177.00
S & C ASSOCIATES LLC	2451-2475 JUN		606.00
S & C ASSOCIATES LLC	2451-2475 JUN		283.50
S & C ASSOCIATES LLC	2451-2475 JUN		236.00
S & C ASSOCIATES LLC S & C ASSOCIATES LLC	2451-2475 JUN		59.00
S & C ASSOCIATES LLC S & C ASSOCIATES LLC	2451-2475 JUN 2451-2475 JUN		295.00
1-4170-4210 PROFESSIONAL SEI	RVICES - IDBS		
DIVISION OF BUILDING SAFETY	MAY 22 BUIL	BUILDING PERMIT FEES MAY 22	24,795.50
1-4170-4400 ADVERTISING & LE) 10002196 053122	(00.04
EXPRESS PUBLISHING, INC.	10002190 0331	10002190 055122	609.04
Total PLANNING & BUILDING	j:		29,458.54
NON-DEPARTMENTAL			
)1-4193-4200 PROFESSIONAL SEI BD CONSULTING	RVICE 2022-04	GENERAL DISCUSSIONS, CIP, W&WW REVIEW	1,500.00
DD CONSOLITING	2022-04	SEALARE DISCUSSIONS, CII, WWW W KEVIEW	
Total NON-DEPARTMENTAL:			1,500.00

City of Ketchum		Payment Approval Report - by GL Council Report dates: 6/9/2022-6/30/2022	Page: 5 Jul 01, 2022 12:16PM
Vendor Name	Invoice Number	Description	Net Invoice Amount
FACILITY MAINTENANCE			
01-4194-3200 OPERATING SUPPLIE			
GEM STATE PAPER & SUPPLY	1075537	SOAP, TOWELS, BAGS	544.22
GEM STATE PAPER & SUPPLY	1075538	TOWEL, BAGS	140.64
GEM STATE PAPER & SUPPLY	1075538-01	LOW DENSITY 60 GAL	499.22
01-4194-3500 MOTOR FUELS & LU		000-00 0// 000	
UNITED OIL	996233	38950 061522	726.60
01-4194-4200 PROFESSIONAL SERV			
BIG WOOD LANDSCAPE, INC.	26610	4TH & MAIN PAVERS	1,047.10
BIG WOOD LANDSCAPE, INC.	26611	PAVER P/U CABANAS	720.00
BIG WOOD LANDSCAPE, INC.	26612	MAPLE AT LIBRARY	437.50
01-4194-5200 UTILITIES			
CLEAR CREEK DISPOSAL	0001532789	ATKINSONS PRK	196.12
01-4194-5910 REPAIR & MAINT-491			
ALSCO - AMERICAN LINEN DIVI		491 E SUN VALLEY 020722	187.61
ALSCO - AMERICAN LINEN DIVI		491 E SUN VALLEY 021422	174.04
ALSCO - AMERICAN LINEN DIVI	LBOI1966952	491 E SUN VALLEY 022122	174.04
ALSCO - AMERICAN LINEN DIVI	LBOI1968740	491 E SUN VALLEY 022822	174.04
ALSCO - AMERICAN LINEN DIVI ALSCO - AMERICAN LINEN DIVI	LBOI1970604 LBOI1972364	491 E SUN VALLEY 030722 491 E SUN VALLEY 031422	201.14 174.04
	LBOI1972364 LBOI1974192	491 E SUN VALLEY 031422 491 E SUN VALLEY 032122	174.04
ALSCO - AMERICAN LINEN DIVI ALSCO - AMERICAN LINEN DIVI	LBOI1974192 LBOI1975990	491 E SUN VALLEY 032822 491 E SUN VALLEY 032822	174.04
ALSCO - AMERICAN LINEN DIVI ALSCO - AMERICAN LINEN DIVI	LBOI1973990 LBOI1977817	491 E SUN VALLET 052822 491 E SUN VALLEY 040422	174.04
ALSCO - AMERICAN LINEN DIVI ALSCO - AMERICAN LINEN DIVI	LBOI19779624	491 E SUN VALLEY 040422 491 E SUN VALLEY 041122	174.04
ALSCO - AMERICAN LINEN DIVI ALSCO - AMERICAN LINEN DIVI	LBOI1981483	491 E SUN VALLEY 041822	174.04
ALSCO - AMERICAN LINEN DIVI	LBOI1983278	491 E SUN VALLEY 042522	174.04
ALSCO - AMERICAN LINEN DIVI	LBOI1985144	491 E SUN VALLEY 050222	174.04
ALSCO - AMERICAN LINEN DIVI	LBOI1987008	491 E SUN VALLEY 050922	199.43
ALSCO - AMERICAN LINEN DIVI	LBOI1988843	491 E SUN VALLEY 051622	178.70
ALSCO - AMERICAN LINEN DIVI		491 E SUN VALLEY 052322	178.70
ALSCO - AMERICAN LINEN DIVI	LBOI1992459	491 E SUN VALLEY 053022	178.70
ALSCO - AMERICAN LINEN DIVI	LBOI1994271	491 E SUN VALLEY 060622	209.72
ALSCO - AMERICAN LINEN DIVI	LBOI1996070	491 E SUN VALLEY 061322	178.70
ALSCO - AMERICAN LINEN DIVI	LBOI1997873	491 E SUN VALLEY 062022	178.70
CENTURY LINK	2087250932 06	2087250932035B 060422	55.41
01-4194-5950 REPAIR & MAINT-WA	ARM SPRINGS PH	ξ	
A.C. HOUSTON LUMBER CO.	2206-934959	PIPE WRENCH, DUCT TAPE	36.18
A.C. HOUSTON LUMBER CO.	2206-935847	SCREWS	7.25
A.C. HOUSTON LUMBER CO.	2206-937753	TRASH CANS	209.95
PIPECO, INC.	S4627144.001	BLUE MARKING PAINT	64.76
PIPECO, INC.	S4632491.001	PVC CAP/PLUG, GALV CAP/NIPPLE	8.79
PIPECO, INC.	S4635678.001	1" QUICK COUPLER, PVC COUPLING, ADAPTERS ETC	64.19
01-4194-6950 MAINTENANCE			
A.C. HOUSTON LUMBER CO.	2206-934057	REBAR	24.96
A.C. HOUSTON LUMBER CO.	2206-934967	GRAFFITI REMOVER, KILZ STAIN SPRAY	39.96
A.C. HOUSTON LUMBER CO.	2206-935994	WOOD-FIR	12.75
A.C. HOUSTON LUMBER CO.	2206-936609	BUCKET, CONCRETE BONDING	42.07
A.C. HOUSTON LUMBER CO.	2206-940456	2*6 STRUC FIR	11.00
A.C. HOUSTON LUMBER CO.	2206-941531	CITY HALL CABANA ANCHORS	56.48
CEM AQUATICS	7758	STENNER PUMP	474.32
CHATEAU DRUG CENTER	2555658	DISH PAN	13.28

City of Ketchum		Payment Approval Report - by GL Council Report dates: 6/9/2022-6/30/2022	Page: Jul 01, 2022 12:16PM
Vendor Name	Invoice Number	Description	Net Invoice Amount
CHATEAU DRUG CENTER	2557953	AIR DUSTER	8.54
COLOR HAUS, INC.	259567	ACID BRUSH, CHIP BRUSH	15.43
MOSS GARDEN CENTER	204772	BOND TWIST TIE	4.79
PIPECO, INC.	S4527310.001	VALVE BOX LID	16.09
PIPECO, INC.	S4619900.001	LIL PARK SPRINKLER REPAIR	50.56
PIPECO, INC.	S4628852.001	BALL PLASTIC SLIP PVC COUPLINGS	14.46
PIPECO, INC.	S4634925.001	BUSHING PVC	6.23
PIPECO, INC.	S4635417.001	8" ROUND W/LID	35.52
PIPECO, INC.	S4644710.001	GARDEN-SPRINKLERS	24.00
WOOD RIVER LOCK SHOP, LLC	18617	LOCK & KEYS	26.49
Total FACILITY MAINTENANC	E:		9,250.74
POLICE			
01-4210-3610 PARKING OPS PROC CALE AMERICA, INC.	ESSING FEES 160684	ACTIVE METERS AUG 2020	364.55
CALE AMERICA, INC.	169881	JUNE 2022 METERS	165.00
01-4210-3620 PARKING OPS EQUIF	MENT FEES		
ECONO SIGNS LLC	10-975986	PARKING SIGNS	3,665.12
Total POLICE:			4,194.67
FIRE & RESCUE			
01-4230-3200 OPERATING SUPPLI			
ULINE	149859115	DRY ERASE BOARD	67.50
ULINE CURTIS TOOLS FOR HEROES	149859115 INV603692	DRY ERASE BOARD AXE HANDLES	67.50 81.63
01-4230-3210 OPERATING SUPPLI	ES EMS		
BOUNDTREE MEDICAL	84543698	Medical Supplies	135.90
NORCO	35045903	54794 053122	31.49
NORCO	35057263	52355 053122	62.31
NORCO	35058358	54794 053122	188.37
HENRY SCHEIN	21034951	Drugs	248.66
HENRY SCHEIN	21034951	Medical Supplies	145.00
HENRY SCHEIN	21132665	Medical Supplies	135.37
HENRY SCHEIN	21135661	Drugs	288.45
HENRY SCHEIN	21484328	Medical Supplies	562.50
HENRY SCHEIN	21484328	Drugs	271.31
CARING MED	43269	Sharp's Container	122.16
01-4230-3500 MOTOR FUELS & LU			
UNITED OIL	991837	39060 041522	261.58
UNITED OIL	992954	39060 043022	209.38
UNITED OIL	996242	39060 061522	427.41
01-4230-4200 PROFESSIONAL SER		10002106 052122	110.10
EXPRESS PUBLISHING, INC. ATLAS TECHNICAL CONSULTAN	10002196 0531 196879	10002196 053122 Professional Services 06/04/22 to 06/17/22	118.12 639.00
01-4230-5100 TELEPHONE & COM	MUNICATION FI	RE	
COX BUSINESS		047339201 053022	4.28-
COX BUSINESS	0012401049446		122.68

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Vendor Name	Invoice Number	Description	Net Invoice Amount
01-4230-5110 TELEPHONE & COM	MUNICATION E	MS	
COX BUSINESS	0012401047339	047339201 053022	4.28-
COX BUSINESS	0012401049446	049446101 052922	122.68
WHITE CLOUD	102036	TECHNICIAN SERVIVES- RADION REPAIR	217.50
)1-4230-6000 REPAIR & MAINT-AU	UTO EQUIP FIRE		
A.C. HOUSTON LUMBER CO.	2206-932242	Y-Conn Shut-Off Valve Brass, 12 oz Great Stuff Fireblock	42.97
A.C. HOUSTON LUMBER CO.	2206-932791	Dremel 402 Mandrel	6.78
RIVER RUN AUTO PARTS	6538-178564	14 ga. Wire, connections for E101	16.63
RIVER RUN AUTO PARTS	6538-179081	A21 OIL CHANGE	150.46
Total FIRE & RESCUE:			4,952.28
STREET			
01-4310-3200 OPERATING SUPPLI			
BUSINESS AS USUAL INC.	158693	PAPER, TAPEM PENS, LIQUID ACCENT	157.20
DAVIS EMBROIDERY INC.	40119	CS SHIRTS BATTERIES FOR WELDING HELMETS	168.00 23.59
FASTENAL COMPANY	IDJER103058	DATTERIES FOR WELDING HELMETS	23.39
1-4310-3400 MINOR EQUIPMENT A.C. HOUSTON LUMBER CO.	2206-940259	BUCKET AND LID	18.56
A.C. HOUSTON LOWBER CO.	2200-940239	BOOKET AND EID	10.50
)1-4310-3500 MOTOR FUELS & LU UNITED OIL	JBRICANTS 996122	37269 061522	1,316.84
		57267 001522	1,510.04
01-4310-4200 PROFESSIONAL SER BACKGROUND INVESTATION B	VICES C1EECCAE-00	Aegis 250	56.00
01-4310-5200 UTILITIES			
IDAHO POWER	2204882910 06	0030340904	141.43
IDAHO POWER	2204882910 00	0030340821	10.44
IDAHO POWER	2204882910 06	030340838	216.44
IDAHO POWER	2204882910 06	0030340877	24.34
IDAHO POWER		2224304721 061022	5.31
01-4310-6100 REPAIR & MAINTM	IACHINERY & E(2	
A.C. HOUSTON LUMBER CO.	2206-935605	CABLE	13.68
A.C. HOUSTON LUMBER CO.	2206-935842	DUCT TAPE, ELECTRICAL TAPE	13.37
METROQUIP, INC.	P16201	#13 Pelican Sweeper: MOT-HYDR, 17.1 C	175.06
METROQUIP, INC.	P16210	Sidecast broom for toolcat	600.64
NAPA AUTO PARTS	106818	LOCKPKEY	20.53
WOOD RIVER WELDING, INC. JACKSON GROUP PETERBILT	181916 3321 053122	Services RETURNED TIRE ROD END	50.20 51.85-
)1-4310-6910 OTHER PURCHASEE) SERVICES		
ALSCO - AMERICAN LINEN DIVI		VARIOUS SUPPLIES (MATS, MOPS, TOWELS, ETC) 2021-2022	38.87
		CONTRACT	
CINTAS TREASURE VALLEY COFFEE INC	5113447661 2160-08283582	First Aid Supplies-UPDATE CABINET COFFEE, COCOA	72.28 80.94
		,	
1-4310-6930 STREET LIGHTING	2206 026025	ATH STDEET DADVING LICHTS SUDDI IES	25.21
A.C. HOUSTON LUMBER CO.	2206-936025	6TH STREET PARKING LIGHTS SUPPLIES	35.31
A.C. HOUSTON LUMBER CO. A.C. HOUSTON LUMBER CO.	2206-936089 2206-936530	CEMENT COUPLER	4.99 1.18
A.C. HOUSTON LUMBER CO.	2206-936530	6TH STREET PARKING LIGHTS SUPPLIES	1.18
A.C. HOUSTON LUMBER CO.	2206-936736	6TH STREET PARKING LIGHTS SUPPLIES	12.07
	2200-730730	UTITI STALLI TAIXING LIGHTS	10.37

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IDAHO POWER	2200059315 06	2200059315 060922	5.31
IDAHO POWER	2200506786 06	2200506789 060922	6.40
IDAHO POWER	2201174667 06	2201174667 060922	10.06
IDAHO POWER	2202627564 06	2202627564 060922	8.34
IDAHO POWER	2204882910 06	0030340853	58.25
IDAHO POWER	2204882910 06	0030340927	119.54
IDAHO POWER	2204882910 06	0030340880	506.39
IDAHO POWER	2205963446 06	2205963446 060922	61.94
PLATT ELECTRIC SUPPLY	2W86389	PVC CONDUIT/ELBOW	8.52
1-4310-6950 MAINTENANCE & IM	IPROVEMENTS		
A.C. HOUSTON LUMBER CO.	2206-937529	WOOD- LEADVILLE PARKING LOT PROJECT	57.39
ANDERSON ASPHALT PAVING IN	281	MAY 22 MATERIAL DUMPED	362.86
CLEAR CREEK DISPOSAL	0001531999	215 LEWIS ST- LOT CLEAN UP	1,020.50
COLOR HAUS, INC.	259978	ROAD MARKING COLORS	73.29
LUTZ RENTALS	131964-1	Propane	14.18
WALKER SAND AND GRAVEL	1030050	Road Base	124.39
Total STREET:			5,659.35
RECREATION			
01-4510-3200 OPERATING SUPPLIE	ES		
BUSINESS AS USUAL INC.	158952	BINDERS, WATERCOLOR	34.75
01-4510-3250 RECREATION SUPPL	IES		
ATKINSONS' MARKET	04210282	DiNNER ROLLS, MARSHMELLOS	34.38
CHATEAU DRUG CENTER	2552876	BATTERIES	18.99
PRESS PRINT HOUSE	1505	TSHIRTS	410.00
1-4510-3300 RESALE ITEMS-CON	CESSION SUPPL	Y	
ATKINSONS' MARKET	08476418	BREAD	4.74
CHATEAU DRUG CENTER	2555903	TAPE, PENS, PAINT	36.51
1-4510-4200 PROFESSIONAL SERV	VICE		
BACKGROUND INVESTATION B	C1EECCAE-00	Aegis250	112.00
1-4510-4900 PERSONNEL TRAININ IDAHO RESCUE TRAINING	NG/TRAVEL/MT 363	G First Aid / CPR Certs	645.50
01-4510-5200 UTILITIES			
IDAHO POWER	2203313446 06	2203313446 060922	5.31
Total RECREATION:			1,302.18
Total GENERAL FUND:			92,966.35
WAGON DAYS FUND WAGON DAYS EXPENDITURES			
2-4530-4200 PROFESSIONAL SERV			
SUN VALLEY EVENTS	1006	Wagon Days Professional Services	4,062.50
Total WAGON DAYS EXPENDIT	URES:		4,062.50

Total WAGON DAYS FUND:

4,062.50

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GENERAL CAPITAL IMPROVEME GENERAL CIP EXPENDITURES	NT FD		
03-4193-7100 SUN VALLEY RD MIL	L & OVERLAY		
COPY CENTER LLC	2219	POSTER PRINTS	360.00
EXPRESS PUBLISHING, INC.	10002196 0531	1002196 053122	426.22
GALENA ENGINEERING, INC.	1318.186 06012	SV RD RECONSTRUCTION SURVEY	1,515.00
GALENA ENGINEERING, INC.	20697	1318.186 A/ SF/ 20697 SV RD RECONSTRUCTION	1,494.00
CITY OF SUN VALLEY	2022-3	SUN VALLEY RD RECONSTRUCTION (JACOBS)	152,557.36
CITY OF SUN VALLEY	2022-4	SUN VALLEY RD RECONSTRUCTION (JACOBS)	10,728.00
S & C ASSOCIATES LLC	2451-2475 JUN		1,743.00
JACOBS ENGINEERING GROUP, I	D3576100-007	Sun Valley Road Rehabilitation Engineering Design Services	5,816.55
03-4193-7193 MAIN ST/WARM SPR			
HDR ENGINEERING, INC.	1200421100	Warm Springs Road Corridor Alternatives Analysis	9,289.50
03-4193-7194 ZONING CODE UPDA			10,400,00
LOGAN SIMPSON DESIGN INC	29073	PROFESSIONAL SERVICES FOR PERIOD OF 1/1/22 - 1/28/22	10,400.00
Total GENERAL CIP EXPENDIT	URES:		194,329.63
FACILITY MAINT CIP EXPENDITU	IRE		
03-4194-7100 LITTLE PARK UPGRA			
COPY CENTER LLC	2219	POSTER PRINTS	510.00
LANDWORK STUDIO LLC	2985	LITTLE PARK PLANNING	725.00
03-4194-7115 WATER CONSERVATI PIPECO, INC.	ON UPGRADES 84617915.001	PRO TURF, POLY PIPE	117.95
Total FACILITY MAINT CIP EXI	PENDITURE:		1,352.95
FIRE & RESCUE CIP EXPENDITUR	RES		
03-4230-7125 RESCUE (CITY PROV	IDED)		
ULINE	149859115	COWHIDE GLOVES	373.66
03-4230-7130 PPE (TURNOUT GEAL	R)		
CURTIS TOOLS FOR HEROES	INV600662	Turnout Jackets	5,985.00
Total FIRE & RESCUE CIP EXPE	ENDITURES:		6,358.66
Total GENERAL CAPITAL IMPR	OVEMENT FD:		202,041.24
ORIGINAL LOT FUND ORIGINAL LOT TAX			
22-4910-4200 PROFESSIONAL SERV	VICES		
COPY CENTER LLC	2219	POSTER PRINTS- POSTCARDS	164.10
22-4910-6060 EVENTS/PROMOTIO			
BARBARA'S PARTY RENTAL, INC		CHAIRS & TABLES	200.00
BARBARA'S PARTY RENTAL, INC		Tent Rental	1,600.00
CASH	062122	CASH FOR SUMMER SOLSTICE AT WSP 2022	300.00
CHATEAU DRUG CENTER	2546984	STREAMERS	7.72
MOUNTAIN RIDES	11901 Sheddard C	CHARTER SERVICES-SOLSTICE	1,395.00
SHEPPARD, ANDREW VOX, VICTORIA	SHEPPARD C	KETCH'EM ALIVE TOWN SQUARE MUSIC	2,500.00
VOA, VICIORIA	VUA CK 00232	IOWIN SQUARE MUSIC	300.00

City of Ketchum

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COSTELLO, DANIEL	COSTELLO C	TOWN SQUARE MUSIC	500.00
WARD, TRAVIS	WARD CR 062	Town Square Music	700.00
DELFFS, NICK		Town Square Music	500.00
WES ALAN URBANIAK		TOWN SQUARE MUSIC	500.00
BEARS WESTERN BBQ & CATERI	_	CATERING FOR KFD APPRECIATION	4,032.00
COLUMBIA BRIAN JONES	062322	BAND FOR JUNE 28TH 2022 KETCH'EM ALIVE	1,000.00
CROSBY, JEFFERY	CROSBY CR 0	KETCH'EM ALIVE	1,400.00
CREEL, BRADLEY	CREEL 062322	KETCH'EM ALIVE	1,200.00
STOLL, JESSICA	STOLL CR 062	KETCH'EM ALIVE	1,000.00
LANEY LOV AND THE BIRD DOG		KETCH'EM ALIVE	2,500.00
TUCKER, ETHAN		KETCH'EM ALIVE	1,200.00
BLAIR, RICHARD		TOWN SQUARE MUSIC	250.00
MO KELLY	MO KELLY C	TOWN SQUARE MUSIC	400.00
22-4910-6070 SVED	1200		2 550 00
SUN VALLEY ECONOMIC DEVEL	1390	KURA QRTLY CONTRACT FOR SERVICES	3,750.00
22-4910-6080 MOUNTAIN RIDES MOUNTAIN RIDES	11898	Monthly Installment 06/22	57,250.00
	11090		
Total ORIGINAL LOT TAX:			82,648.82
Total ORIGINAL LOT FUND:			82,648.82
FIRE CONSTRUCTION FUND FIRE FUND EXP/TRNFRS			
42-4800-7450 EQUIPMENT STRYKER MEDICAL	3773552 M	MEDICAL EQUIPMENT	1,238.20
Total FIRE FUND EXP/TRNFRS:			1,238.20
Total FIRE CONSTRUCTION FU	ND:		1,238.20
IN-LIEU HOUSING FUND IN-LIEU HOUSING EXPENDITURE	S		
52-4410-6020 BC-KETCHUM HOUS			10 750 00
BLAINE COUNTY HOUSING	060122	Specific Services	18,750.00
52-4410-7115 AFFORDBLE WORKF			72 259 55
ELITE RESTORATION	10814	SALVAGE, ABATE ASBESTOS AND DEMO - OLD CITY HALL	73,258.55
Total IN-LIEU HOUSING EXPEN	IDITURES:		92,008.55
Total IN-LIEU HOUSING FUND:			92,008.55
STRATEGIC INITIATIVE FUND STRATEGIC INITIATIVE EXPENSE	2		
54-4410-4200 PROFESSIONAL SERV			
CONNELLY, CARISSA	9	COMMUNITY HOUSING CONSULTING	7,125.00
NESTED STRATEGIES	1072	HOUSING PHILANTHROPY	1,718.75
Total STRATEGIC INITIATIVE E	XPENSE:		8,843.75
Total STRATEGIC INITIATIVE F	UND:		8,843.75

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WATER FUND WATER EXPENDITURES			
63-4340-3200 OPERATING SUPPLIE	ES		
A.C. HOUSTON LUMBER CO.	2206-939425	48"WOOD LATH FIR 50PK	69.99
ALSCO - AMERICAN LINEN DIVI	LBOI1971982	VARIOUS SUPPLIES (MATS, MOPS, TOWELS, ETC) 2021-2022 CONTRACT	56.43
ALSCO - AMERICAN LINEN DIVI	LBOI1975608	VARIOUS SUPPLIES (MATS, MOPS, TOWELS, ETC) 2021-2022 CONTRACT	28.41
ALSCO - AMERICAN LINEN DIVI	LBOI1975610	VARIOUS SUPPLIES (MATS, MOPS, TOWELS, ETC) 2021-2022 CONTRACT	56.43
ALSCO - AMERICAN LINEN DIVI	LBOI1991174	VARIOUS SUPPLIES (MATS, MOPS, TOWELS, ETC) 2021-2022 CONTRACT	345.45
ALSCO - AMERICAN LINEN DIVI	LBOI1997477	VARIOUS SUPPLIES (MATS, MOPS, TOWELS, ETC) 2021-2022 CONTRACT	28.42
ALSCO - AMERICAN LINEN DIVI	LBOI1997479	VARIOUS SUPPLIES (MATS, MOPS, TOWELS, ETC) 2021-2022 CONTRACT	56.43
TREASURE VALLEY COFFEE INC	2160:08263110	COFFEE	45.60
63-4340-3400 MINOR EQUIPMENT			
A.C. HOUSTON LUMBER CO.	2206-933802	Milw sawzall m18 / Battery extd capac	310.00
A.C. HOUSTON LUMBER CO.	2206-934590	Tape Measure	9.99
A.C. HOUSTON LUMBER CO.	2206-935223	Tool Bag	24.99
63-4340-3500 MOTOR FUELS & LU	BRICANTS		
UNITED OIL	996124	37271 061522	656.34
63-4340-3800 CHEMICALS			
GEM STATE WELDERS SUPPLY,I	839274	55 Gallon Sodium Hypochlorite	262.24
GEM STATE WELDERS SUPPLY,I	839445	55 Gallon Sodium Hypochlorite (x2)	522.48
63-4340-4200 PROFESSIONAL SERV			
ROB BECK LLC	7075	Park Cir Tree Removal / Grinding of Stump	4,000.00
LEONARD PETROLEUM EQUIPM	134495	Annual ATG Certification (120 River Rock Rd, 122 Saddle Rd, 1300 Warm Springs Rd)	585.75
LUNCEFORD EXCAVATION, INC.	13344	1" Crushed Rock	1,055.10
63-4340-4300 STATE & WA DISTRIC	CT FEES		
BUREAU OF LAND MANAGEME	2022004783 06	IDI 032433 (1/1-12/31/22)	605.88
63-4340-5100 TELEPHONE & COM		2/221/221 0/1222	100.01
VERIZON WIRELESS	9908768976	365516521 061322	123.21
63-4340-5200 UTILITIES			
CENTURY LINK	2087250715 19	2087250715 195B 060422	123.49
63-4340-6000 REPAIR & MAINT-AU			
RIVER RUN AUTO PARTS	6538-178692	Mirror	17.63
63-4340-6100 REPAIR & MAINT-MA	-		
FERGUSON ENTERPRISES, LLC	0822730	GRIP RNG ACCY PK	395.24
PLATT ELECTRIC SUPPLY	2W59048	YELVC	175.87
PLATT ELECTRIC SUPPLY	2W71121	Insul Putty	51.12
PLATT ELECTRIC SUPPLY	2W71144	YEL VC	54.78
SHERWIN-WILLIAMS CO.	7327-9	Paint	77.30
SHERWIN-WILLIAMS CO.	7364-2	Paint	259.78
SHERWIN-WILLIAMS CO.	7698-3	PAINT SUPPLIES	20.02
Total WATER EXPENDITURES:			10,018.37

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Total WATER FUND:			10,018.37
WATER CAPITAL IMPROVEMENT WATER CIP EXPENDITURES	f FUND		
64-4340-7650 WATER METERS			
FERGUSON ENTERPRISES, LLC	0823380	NEW WATER METERS AND METER VAULTS	3,658.09
FERGUSON ENTERPRISES, LLC	0823380	NEW WATER METERS AND METER VAULTS	888.26
64-4340-7653 WATER METER REP	LACEMENT		
FERGUSON ENTERPRISES, LLC	0823380	NEW WATER METERS AND METER VAULTS	716.76
64-4340-7800 CONSTRUCTION			
LUNCEFORD EXCAVATION, INC.	13346	HYDRANT - LEADVILLE & SV	9,843.41
64-4340-7806 NEW STAND-BY GEN	ERATOR WA/AD	М.	
DC ENGINEERING	21KET01A1D-	ENGINEERING BACKUP POWER NWW & ADMIN	1,930.00
Total WATER CIP EXPENDITUR	RES:		17,036.52
Total WATER CAPITAL IMPROV	VEMENT FUND:		17,036.52
WASTEWATER FUND WASTEWATER EXPENDITURES			
65-4350-3200 OPERATING SUPPLI ALSCO - AMERICAN LINEN DIVI		VARIOUS SUPPLIES (MATS, MOPS, TOWELS, ETC) 2021-2022	126.36

ALSCO - AMERICAN LINEN DIVI	LBOI1971981	VARIOUS SUPPLIES (MATS, MOPS, TOWELS, ETC) 2021-2022	126.36
ALSCO - AMERICAN LINEN DIVI	LBOI1975608	CONTRACT VARIOUS SUPPLIES (MATS, MOPS, TOWELS, ETC) 2021-2022	28.42
ALSCO - AMERICAN LINEN DIVI	LBOI19/3008	CONTRACT	28.42
ALSCO - AMERICAN LINEN DIVI	LBOI1975609	VARIOUS SUPPLIES (MATS, MOPS, TOWELS, ETC) 2021-2022	126.36
		CONTRACT	
ALSCO - AMERICAN LINEN DIVI	LBOI1986583	VARIOUS SUPPLIES (MATS, MOPS, TOWELS, ETC) 2021-2022 CONTRACT	229.50
ALSCO - AMERICAN LINEN DIVI	LBOI1991174	VARIOUS SUPPLIES (MATS, MOPS, TOWELS, ETC) 2021-2022	490.11
	EBOIL	CONTRACT	190.11
ALSCO - AMERICAN LINEN DIVI	LBOI1995663	VARIOUS SUPPLIES (MATS, MOPS, TOWELS, ETC) 2021-2022	38.87
		CONTRACT	
ALSCO - AMERICAN LINEN DIVI	LBOI1997477	VARIOUS SUPPLIES (MATS, MOPS, TOWELS, ETC) 2021-2022	28.41
	1 DOLLOOF 450	CONTRACT	12(2)
ALSCO - AMERICAN LINEN DIVI	LBOI1997478-	VARIOUS SUPPLIES (MATS, MOPS, TOWELS, ETC) 2021-2022 CONTRACT	126.36
ALSCO - AMERICAN LINEN DIVI	LBOI1999222	VARIOUS SUPPLIES (MATS, MOPS, TOWELS, ETC) 2021-2022	38.87
		CONTRACT	
CHATEAU DRUG CENTER	2550588	LIQ ANT BAIT	13.28
GEM STATE PAPER & SUPPLY	1073099	GLOVES, SOAP, LAUNDRY DETERGENT	117.20
GRAINGER, INC., W.W.	9341733344	WATERLESS URINAL SEALANT	123.98
TREASURE VALLEY COFFEE INC	2160-08250698	COFFEE	67.52
UPS STORE #2444	MMN7FR51T7	Shipping	15.99
UPS STORE #2444	MMN7FR5398	WATER SAMPLES	14.58
UPS STORE #2444	MMN7FR570	WATER SAMPLES	15.99
UPS STORE #2444	MMN7FR5H5F	WATER SAMPLES	15.99
65-4350-3400 MINOR EQUIPMENT			
A.C. HOUSTON LUMBER CO.	2206-935465	T50 ARROW STAPLE GUN	24.99
65-4350-3500 MOTOR FUELS & LUB	BRICANTS		
UNITED OIL	996123	37270 061522	965.14

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55-4350-3800 CHEMICALS			
NORTH CENTRAL LABORATORI	471965	Chemicals	1,047.06
THATCHER COMPANY, INC.	2022100115372	ALUMINUM SULFATE	6,205.68
5-4350-4200 PROFESSIONAL SER	VICES		
ANALYTICAL LABORATORIES, I	91260	Sludge Compost Testing	1,119.60
5-4350-4900 PERSONNEL TRAINI	NG/TRAVEL/MT	G	
HEYREND, JAMES	HEYREND_06	REIMBURSEMENT-POCATELLO CONFERENCE-MEALS & MILEAGE	196.42
5-4350-5100 TELEPHONE & COM	MUNICATIONS		
VERIZON WIRELESS	9908624505	965494438 061022	66.12
5-4350-5200 UTILITIES			
IDAHO POWER	2202158701 06	2202158701 061622	8,889.27
5-4350-6000 REPAIR & MAINT-AU	-		
NAPA AUTO PARTS	106456	WINDSHIELD WASHER	23.46
RIVER RUN AUTO PARTS	6538-178599	Belt Tensioner	42.30
RIVER RUN AUTO PARTS	6538-178651	POLY RIB BELT	26.38
5-4350-6100 REPAIR & MAINT-MA	-		
PIPECO, INC.	S4613037.001	COUPLING INSERT 1	4.99
USA BLUEBOOK	021096	Stenner S420 Series Pump	1,253.63
5-4350-6900 COLLECTION SYSTE			
A.C. HOUSTON LUMBER CO.	2206-935858	1/4 NYLON ROPE	8.70
ALSCO - AMERICAN LINEN DIVI	LBOI1991174	VARIOUS SUPPLIES (MATS, MOPS, TOWELS, ETC) 2021-2022 CONTRACT	113.71
UNITED OIL	996123	37270 061522	227.03
USA BLUEBOOK	999478	FLEX COUPLING CLAY, FLX COUPLING OD	42.95
VERIZON WIRELESS	9908624505	965494438 061022	41.60
DR PIPELINE	1008	Slip Lining, Reinstate Sewer Service, Mobilization	20,272.00
Total WASTEWATER EXPENDIT	TURES:		42,188.82
Total WASTEWATER FUND:			42,188.82
WASTEWATER CAPITAL IMPROV WASTEWATER CIP EXPENDITURE			
67-4350-7610 SEWER VAC TRUCK			14.77
UPS STORE #2444	MIMIN/FK38/B	LETTER-GROUND COMMERCIAL & ENVELOPE	14.77
7 -4350-7800 CONSTRUCTION S & C ASSOCIATES LLC	2451-2475 JUN	2452	59.00
5 & C ASSOCIATES LEC	2451-2475 JUN	2433	59.00
7-4350-7811 CAPITAL FACILITY P HDR ENGINEERING, INC.	PLAN 1200439134	20576 - Wastewater Facility Planning Study	17,175.75
Total WASTEWATER CIP EXPE		20070 Haberrach Faching Flamming Budy	17,249.52
Total WASTEWATER CAPITAL			
	UVICKUVEEND		17,249.52

PARKS/REC TRUST EXPENDITURES

City of Ketchum		Payment Approval Report - by GL Council Report dates: 6/9/2022-6/30/2022	Page: 12 Jul 01, 2022 12:16PM
Vendor Name	Invoice Number	Description	Net Invoice Amount
93-4900-5910 WARM SPRINGS PRES	R-RESTORATIO	DN	
PRESS PRINT HOUSE	1507	T-Shirts	1,550.00
CLEARMINDGRAPHICS	5091	SUMMER SOLSTICE PARTY PANELS	1,812.50
NESTED STRATEGIES	1072	Warm Spring PRESERVE PHILANTHROPY COUNSEL	2,031.25
93-4900-7200 JAZZ IN THE PARK			
WILL CALDWELL PRODUCTION	062422	Jazz in the Park	6,100.00
Total PARKS/REC TRUST EXPEN	DITURES:		11,493.75
Total PARKS/REC DEV TRUST FU	JND:		11,493.75
DEVELOPMENT TRUST FUND DEVELOPMENT TRUST EXPENDIT	URES		
94-4900-8000 PEG GATEWAY MARR	IOT AUTOGRAI	РН	
WHITE PETERSON	24892R 053122	GATEWAY HOTEL DEVELOPMENT PROPOSAL	2,677.50
94-4900-8069 CASELLANO DEMO-59	91 E 9TH		
KMV BUILDERS	KMV BUILDE	RETURN Bond- 591 E 9TH ST	14,400.00
94-4900-8089 BUNCE- 431 WASHING	TON		
BUNCE, JOHN	BUNCE CR 06	RETURNED BOND- DEMO PERMIT	42,300.00
Total DEVELOPMENT TRUST EX	PENDITURES:		59,377.50
Total DEVELOPMENT TRUST FU	ND:		59,377.50
Grand Totals:			641,173.89

Report Criteria: Invoices with totals above \$0 included. Paid and unpaid invoices included. [Report].GL Account Number = "0110000000"-"9648008200","9910000000"-"9911810000" Invoice Detail.Voided = No,Yes



July 5, 2022

Mayor Bradshaw and City Councilors City of Ketchum Ketchum, Idaho

Mayor Bradshaw and City Councilors:

Recommendation to Approve Alcohol Beverage Licenses

<u>Recommendation and Summary</u> Staff is recommending the council to approve the license and adopt the following motion:

I move to approve Alcohol Beverage Licenses for the applicants included in the staff report.

The reasons for the recommendation are as follows:

- Ketchum Municipal Code Requires certain licenses to sell liquor, beer or wine.
- The attached applications are for the period of September 1, 2022 August 31, 2023.
- Council approval is requested to complete the process of issuing such beer, wine and liquor licenses.

Introduction and History

In accordance with Municipal Code 5.04.020, Alcoholic Beverage Sales, it is unlawful for any person to sell liquor, beer, or wine at retail or by the drink within the City without certain licenses as required pursuant to Ordinance 367. All City licenses for liquor, beer, and wine expire annually and require renewal by September 1st. The businesses will be vending beer, wine and liquor on premise (wine is included in the liquor fees) and not to be consumed on premise, per application.

<u>Analysis</u>

At this time, the following businesses have filed for their license and Council approval is requested to complete the process of issuing such beer, wine and liquor licenses.

Financial Impact

• The City of Ketchum will realize revenue of \$6,270.00 from approval of these licenses in accordance with the current fee structure.

Company	Beer Consumed on Premises	Beer Not to be Consumed on Premises	<u>Wine</u> <u>Consumed on</u> <u>Premises</u>	Wine Not to be Consumed on Premises	<u>Liquor</u>	<u>Total Amount</u> of Fees Paid
Artichokes Are Hearts LLC DBA The Haven	X	X	Х	Х		\$650
Phoenix Enterprises LLC DBA Magic Lantern Cinema	X		X			\$400
Guacstar LLC DBA Barrio75	Х	X			Х	\$810
China Panda	Х		Х			\$400

Michel's Christiania			Х		Х	\$760
Piero LLC DBA	Х		Х	Х		\$600
Rominnas						
A New Life LLC DBA		Х	Х			\$250
NourishMe						
Sun Valley	Х		Х			\$400
Performing Arts						
DBA The Argyros						
Izalco LLC DBA El	Х					\$200
Nino						
Luna LLC DBA	Х	Х	Х	Х		\$650
Enoteca						
Richkor Inc DBA	Х	Х	Х	Х		\$650
Ketchum Grill						
The Gardens LLC		Х		Х		\$250
DBA Taylor'd						
Events						
Atkinson's Market		Х		Х		\$250

Sincerely,

Sulik

Shellie Gallagher Treasurer

Attachments: Alcohol applications



Beer, Wine & Liquor-by-the Drink License Application

Submit completed application by e-mail and fees by check or cash to the City Clerk Office, PO Box 2315, 191 W. 5th St, Ketchum, ID 83340. If

renewing, you may pay online at xpressbillpay.com. For questions, please e-mail finance@ketchumidaho.org or call (208) 726-3841.

APPLICANT INFORMATION				
Applicant Name: Artichokes are hearts UC	Doing Business As: the haven			
Physical Address where license will be displayed: 220	DEast Avenue, Ketutum, 10 83340			
Mailing Address: PO BOX 4103 Ketutum, 1D 83:340				
Recorded Owner of Property: Robert Scherer				
Applicant Phone Number: 503 349.0035	Applicant Email: Kellee-havense msn.com			
STATE LICENSE NO: (copy required)	COUNTY LICENSE NO: (copy required)			
Corporation: Partnership: Individual: If Applicant is a Partnership or Corporation, is the corporation authorized to do business in Idaho? Yes No	List names and addresses of corporation officers and/or partners:			
BEER LICENSE FEES				
Draft or Bottled or Canned Beer to be consume	d on premises \$200.00			
Bottled or Canned Beer NOT to be consumed or	n premises \$ 50.00			
WINE LICENSE FEES				
𝔆 Wine, to be consumed on premises	\$200.00			
✓ Wine, NOT to be consumed on premises	\$200.00			
LIQUOR LICENSE FEES				
Liquor by the Drink (Note: Liquor fee includes w	vine) \$560.00			
	Total Fees Due \$ 650 00			
ADDITIONAL INFORMATION				
partnership or any officer of the applying corporation b other state, or of the United States regulating, governing	mber of the applying partnership, the active manager of the applying een convicted of a violation of any law of the State of Idaho, or any g, or prohibiting the sale of alcoholic beverages or intoxication liquor, feited or suffered the forfeiture of a bond for his/her appearance to			

Has the applicant or any partner or actual active manager or officer of the applicant been convicted of any felony within the last five years? Yes No

Applicant agrees to observe all City ordinances, laws and conditions imposed. Applicant agrees to defend, hold harmless and indemnify the City of Ketchum, its officers and employees from all liability claims, suits and costs arising from incidents or accidents occurring under this permit. Applicant certifies that s/he has read and examined this application and that all information contained herein is true and correct.

The undersigned hereby acknowledges and consents that the License(s) requested are subject to the provisions of the Ketchum Municipal Code, Title 5, Chapter 5.04 (amended by Ordinance 882), City of Ketchum, Idaho, Blaine County.

annon opera Applicant Signatur

5

Relation to Business

Date

City Clerk or Deputy Signature

			OFFICIAL USE ONLY	
Date Received:	629	22	License Fee Paid: \$ 650.00	License No: 1077A
To the City Cou The undersigne during the year	d, a Corpord	ation Par	rtnership Individual , does hereby	make application for a license to sell
Approved by Ci	ty of Ketchu	m Idaho by;		
Mayor				

Premises Number: 5B-20701

Retail Alcohol Beverage License

Cycle Tracking Number: 134433

License Year: 2023 License Number: 20701

This is to certify, that Artichokes Are Hearts LLC

doing business as: The Haven

is licensed to sell alcoholic beverages as stated below at: 220 E Avenue, Unit 1 & 2, Ketchum, Blaine County

Acceptance of a license by a retailer shall constitute knowledge of and agreement to operate by and in accordance to the Alcohol Beverage Code, Title 23. Only the licensee herein specified shall use this license.

County and city licenses are also required in order to operate.

Liquor	No	
Beer	Yes	\$50.00
Wine by the bottle	Yes	\$100.00
Wine by the glass	Yes	\$100.00
Kegs to go	No	
Growlers	No	
Restaurant	Yes	\$0.00
On-premises consumption	Yes	\$0.00
Multipurpose arena	No	
Plaza	No	

TOTAL FEE: <u>\$250.00</u>

He held

Director of Idaho State Police

Signature of Licensee, Corporate Officer, ELC Member or Partner

ARTICHOKES ARE HEARTS LLC THE HAVEN PO BOX 4103

KETCHUM, ID 83340 Mailing Address

License Valid: 08/01/2022 - 07/31/2023 Expires: 07/31/2023



2023

BLAINE COUNTY STATE OF IDAHO

No. 4

43

RC100

RETAIL ALCOHOLIC BEVERAGE LICENSE

THIS IS	THIS IS TO CERTIFY THAT ARTICHOKES ARE HEARTS LLC			
doing b	ousiness as	THE HAVEN		
at		220 E AVENUE, UNIT 1 & 2, KETCHUM, ID 83340		
a(n) _	LLC	, is licensed to sell Alcoholic Beverages as stated below, subject to the provisions of		
Chapte	ers 23-903 and 23	3-916 Idaho Code Annotated, and the laws of the State of Idaho, Municipal Ordinances, and the		
regulat	ions of the Comm	issioner in regard to sale of Alcoholic Beverages and the resolution passed by the Commissioners of		
		office of the Clerk of the Board at the Blaine County Courthouse, Hailey, Idaho.		
dated:	Beer: 12/16/1946	Retail Liquor: 06/27/1947 Retail Wine: 04/12/1947 Wine By Drink: 06/11/1973.		

Draft and Bottled or Canned Beer	0.00
Bottled or Canned Beer to be consumed on premises	75.00
Bottled or Canned Beer not to be consumed on premises	25.00
Retail Liquor- 4	0.00
Retail Wine	100.00
Wine by the Drink	100.00
Special Wine (Sunday)	0.00

Clerk of the Board of County Commissioners

TOTAL FEE:

Signature of Licensee of Officer of Corporation

This license is TRANSFERABLE. VALID as of 08/01/2022 and EXPIRES 07/31/2023.

Witness my hand and seal this 14th day of June, 2022.

Chairman Commissioner Commissioner

(This license must be conspicuously displayed)

300.00



City of Ketchum

Beer, Wine & Liquor-by-the Drink License Application

Submit completed application by e-mail and fees by check or cash to the City Clerk Office, PO Box 2315, 191 W. 5th St, Ketchum, ID 83340. If

renewing, you may pay online at xpressbillpay.com. For questions, please e-mail finance@ketchumidaho.org or call (208) 726-3841.

APPLICANT INFORMATION	
Applicant Name: PhOGNIX GUTCOLPRESS L	LC Doing Business As: MHGIC CANTERN CINEMA
Physical Address where license will be displayed:	
Mailing Address: BOX 236 4	ETCHOM IDAHO B3340
Recorded Owner of Property: RILLHARD E	Charge Kreeger
Applicant Phone Number: 208 -720 3719	Applicant Email: WAGIL ANTERN (a SUNVALLY ALT.
STATE LICENSE NO: 1831 (copy required)	
Corporation:	List names and addresses of corporation officers and/or partners:
Partnership:	PSOX 238 (1Greater
Individual: If Applicant is a Partnership or Corporation, is the	
corporation authorized to do business in Idaho?	
Yes No	
BEER LICENSE FEES	
Draft or Bottled or Canned Beer to be consume	ed on premises \$200.00
Bottled or Canned Beer NOT to be consumed o	on premises \$ 50.00
WINE LICENSE FEES	
Wine, to be consumed on premises	\$200.00
Wine, NOT to be consumed on premises	\$200.00
LIQUOR LICENSE FEES	
Liquor by the Drink (Note: Liquor fee includes v	vine) \$560.00
	Total Fees Due \$ 400 00
ADDITIONAL INFORMATION	
Has the applicant, any partners of the applicant, any me	mber of the applying partnership, the active manager of the applying
	been convicted of a violation of any law of the State of Idaho, or any
	g, or prohibiting the sale of alcoholic beverages or intoxication liquor,
and has any one of them within the last three years for answer charges of any such violation? Yes No	feited or suffered the forfeiture of a bond for his/her appearance to
	ye
	er or officer of the applicant been convicted of any felony within the
last five years? Yes No	14

Applicant agrees to observe all City ordinances, laws and conditions imposed. Applicant agrees to defend, hold harmless and indemnify the City of Ketchum, its officers and employees from all liability claims, suits and costs arising from incidents or accidents occurring under this permit. Applicant certifies that s/he has read and examined this application and that all information contained herein is true and correct.

The undersigned hereby acknowledges and consents that the License(s) requested are subject to the provisions of the Ketchum Municipal Code, Title 5, Chapter 5.04 (amended by Ordinance 882), City of Ketchum, Idaho, Blaine County.

President Relation to Business Applicant Signature Date

City Clerk or Deputy Signature

OFFICIAL USE ONLY	
Date Received: 12922 License Fee Paid: \$400	License No: 57A
To the City Council, Ketchum, Idaho; The undersigned, a Corporation /Partnership Individual, does her during the year of September 1, <u>2032</u> - August 31, <u>2023</u>	reby make application for a license to sell
Approved by City of Ketchum Idaho by;	
Mayor	

Cycle Tracking Number: 134599

Premises Number: 5B-193

Retail Alcohol Beverage License

License Year: 2023 License Number: 1831

This is to certify, thatPhoenix Enterprises LLCdoing business as:Magic Lantern Cinema

is licensed to sell alcoholic beverages as stated below at: 100 2d St E, Ketchum, Blaine County

Acceptance of a license by a retailer shall constitute knowledge of and agreement to operate by and in accordance to the Alcohol Beverage Code, Title 23. Only the licensee herein specified shall use this license.

County and city licenses are also required in order to operate.

Liquor	No	
Beer	Yes	\$50.00
Wine by the bottle	No	
Wine by the glass	Yes	<u>\$100.00</u>
Kegs to go	No	
Growlers	No	
Restaurant	No	
On-premises consumption	Yes	\$0.00
Multipurpose arena	No	
Plaza	No	

TOTAL FEE: <u>\$150.00</u>

the 110

Director of Idaho State Police

Rohnd Kens

Signature of Licensee, Corporate Officer, LLC Member or Partner

PHOENIX ENTERPRISES LLC MAGIC LANTERN CINEMA PO BOX 238

KETCHUM, ID 83340 Mailing Address

License Valid: 08/01/2022 - 07/31/2023

Expires: 07/31/2023



2023

BLAINE COUNTY STATE OF IDAHO

No. 35

RETAIL ALCOHOLIC BEVERAGE LICENSE

THIS IS TO CERTIFY THAT		PHOENIX ENTERPRISES LLC
doing business as		MAGIC LANTERN CINEMA
at		100 2ND ST E. KETCHUM. ID 83340
a(n)	LLC	, is licensed to sell Alcoholic Beverages as stated below, subject to the provisions of
Chapters 23-903 a	nd 23-916	Idaho Code Annotated, and the laws of the State of Idaho, Municipal Ordinances, and the
		er in regard to sale of Alcoholic Beverages and the resolution passed by the Commissioners of
		of the Clerk of the Board at the Blaine County Courthouse, Hailey, Idaho.

dated: Beer: 12/16/1946 Retail Liquor: 06/27/1947 Retail Wine: 04/12/1947 Wine By Drink: 06/11/1973.

Draft and Bottled or Canned Beer	100.00
Bottled or Canned Beer to be consumed on premises	0.00
Bottled or Canned Beer not to be consumed on premises	0.00
Retail Liquor- 35	0.00
Retail Wine	0.00
Wine by the Drink	100.00
Special Wine (Sunday)	0.00

Clerk of the Board of County Commissioners

TOTAL FEE

Signature of Licensee or Officer of Corporation

This license is TRANSFERABLE. VALID as of 08/01/2022 and EXPIRES 07/31/2023. Witness my hand and seal this 21st day of June, 2022. Chairman milen

Commissioner

Commissioner

(This license must be conspicuously displayed)

200.00

RC100

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Beer, Wine & Liquor-by-the Drink License Application

Submit completed application by e-mail and fees by check or cash to the City Clerk Office, PO Box 2315, 191 W. 5th St, Ketchum, ID 83340. If

renewing, you may pay online at xpressbillpay.com. For questions, please e-mail finance@ketchumidaho.org or call (208) 726-3841.

APPLICANT INFORMATION	<u></u>
Applicant Name: Guacstar, LLC	
Physical Address 1	Doing Business As: Barrio75
Mailing Address: 2075 Oak Ave, Boulder, C	00 N Main Street, Ketchum ID 83340
Recorded Owner of Property: Ketchum an	nd Mustard, LLC
Applicant Phone Number: 303.332.5344	
STATE LICENSE NO	Applicant Email: josh@workingtitlefood.com
Corporation: (copy required	(CONV required
Partnership: X Individual:	List names and addresses of corporation officers and/or partners Josh Dinar 2075 Oak Ave, Boulder CO 80304
If Applicant is a Partnership or Corporation, is the corporation authorized to do business in Idaho? (es X No	
BEER LICENSE FEES	
X Draft or Bottled or Canned Beer to be consume	
X Bottled or Canned Beer NOT to be consumed o	\$200.00
/INE LICENSE FEES	\$ 50.00
Wine, to be consumed on premises	
Wine, NOT to be consumed on premises	\$200.00
QUOR LICENSE FEES	\$200.00
X Liquor by the Drink (Note: Liquor fee includes w	in a l
	\$560.00
	Total Fees Due \$_810.00
DDITIONAL INFORMATION	
Her state, or of the United States regulating, governing, d has any one of them within the last three years forfe swer charges of any such violation? Yes No	mber of the applying partnership, the active manager of the applying een convicted of a violation of any law of the State of Idaho, or any , or prohibiting the sale of alcoholic beverages or intoxication liquor, eited or suffered the forfeiture of a bond for his/her appearance to X
five years? Yes No	\mathbf{X}

191 5th St. W * P.O. Box 2315 * Ketchum, ID 83340 * main (208) 726-3841 www.ketchumidaho.org * facebook.com/CityofKetchum * twitter.com/Ketchum_Idaho Applicant agrees to observe all City ordinances, laws and conditions imposed. Applicant agrees to defend, hold harmless and indemnify the City of Ketchum, its officers and employees from all liability claims, suits and costs arising from incidents or accidents occurring under this permit. Applicant certifies that s/he has read and examined this application and that all information contained herein is true and correct.

The undersigned hereby acknowledges and consents that the License(s) requested are subject to the provisions of the Ketchum Municipal Code, Title 5, Chapter 5.04 (amended by Ordinance 882). City of Ketchum, Idaha, Blain Son of the

	Managing Member
Applicant Signature May 12, 2022	Relation to Business

City Clerk or Deputy Signature

Date Received:	10129120	OFFICIAL USE	ONLY	
Date Received:	6129122	License Fee Paid \$8	0.00	License No: 2402A
The undersigned	incil, Ketchum, Idaho; ed, a Corporation Pa r of September 1, 202	rtnership / Individual	, does hereby	make application for a license to sell
Approved by Ci	ty of Ketchum Idaho by	;		
Mayor				

Cycle Tracking Number: 134472 ISLD ID: 8603

Premises Number: 5B-30 Incorporated City Retail Alcohol Beverage License

License Year: 2023 License Number: 3871

This is to certify, that GuacStar LLC

doing business as: Barrio 75

is licensed to sell alcoholic beverages as stated below at: 700 N Main Street, Ketchum, Blaine County

Acceptance of a license by a retailer shall constitute knowledge of and agreement to operate by and in accordance to the Alcohol Beverage Code, Title 23. Only the licensee herein specified shall use this license. <u>County and city licenses are also required in order to operate</u>.

Liquor	Yes	\$750.00
Beer	Yes	\$50.00
Wine by the bottle	Yes	\$0.00
Wine by the glass	Yes	\$0.00
Kegs to go	No	
Growlers	No	
Restaurant	Yes	\$0.00
On-premises consumption	Yes	\$0.00
Multipurpose arena	No	
Plaza	No	

TOTAL FEE: <u>\$800.00</u>

24 111

Director of Idaho State Police

Signature of Licensee, Corporate Officer, LLC Member or Partner

GUACSTAR LLC BARRIO 75 2075 OAK AVE

BOULDER, CO 80304

Mailing Address

License Valid: 08/01/2022 - 07/31/2023

Expires: 07/31/2023





Beer, Wine & Liquor-by-the Drink License Application

Submit completed application by e-mail and fees by check or cash to the City Clerk Office, PO Box 2315, 191 W. 5th St, Ketchum, ID 83340. If

renewing, you may pay online at xpressbillpay.com. For questions, please e-mail finance@ketchumidaho.org or call (208) 726-3841.

APPLIC	ANT INFORMATION			
Applicant Name: Percy Hermoza Atausinchi			Doing Business As: China Panda Chinese Restaurant	
Physical Address where license will be displayed: 515 East Ave. Ketchum, ID 83340			40	
Mailing	Address: PO Box 293 Ketchum, ID 8334	40		
Record	ed Owner of Property: Barbeth Orphan			
Applica	nt Phone Number:208-721-0208	Appli	cant Email: chinapandas	v@outlook.com
STATE L	ICENSE NO: (copy required)	COUI	NTY LICENSE NO:	(copy required)
	rship:	List n	ames and addresses of corpo	oration officers and/or partners:
BEER LI	CENSE FEES			
х	Draft or Bottled or Canned Beer to be consume	d on p	remises	\$200.00
	Bottled or Canned Beer NOT to be consumed or	n prem	ises	\$ 50.00
WINE L	ICENSE FEES			
х	Wine, to be consumed on premises			\$200.00
	Wine, NOT to be consumed on premises			\$200.00
LIQUOR	R LICENSE FEES	10		
	Liquor by the Drink (Note: Liquor fee includes w	ine)		\$560.00
			Total Fees Due	\$ <u>400.00</u>
ADDITI	ONAL INFORMATION			
partner other st and has	applicant, any partners of the applicant, any mer ship or any officer of the applying corporation be tate, or of the United States regulating, governing s any one of them within the last three years forf charges of any such violation? Yes No	een co , or pr eited (nvicted of a violation of any ohibiting the sale of alcoholic	law of the State of Idaho, or any beverages or intoxication liquor,
Has the last five	e applicant or any partner or actual active manage e years? Yes No		fficer of the applicant been c	onvicted of any felony within the

Applicant agrees to observe all City ordinances, laws and conditions imposed. Applicant agrees to defend, hold harmless and indemnify the City of Ketchum, its officers and employees from all liability claims, suits and costs arising from incidents or accidents occurring under this permit. Applicant certifies that s/he has read and examined this application and that all information contained herein is true and correct.

The undersigned hereby acknowledges and consents that the License(s) requested are subject to the provisions of the Ketchum Municipal Code, Title 5, Chapter 5.04 (amended by Ordinance 882), City of Ketchum, Idaho, Blaine County.

ph)	Owner
Applicant Signature	Relation to Business
06/08/2022	
Date	
City Clerk or Deputy Signature	

OFFICIAL USE ONLY			
Date Received: U 29 22	License Fee Paid	\$400.00	License No: 70A
To the City Council, Ketchum, Idaho; The undersigned, a Corporation Par during the year of September 1, 2022 Approved by City of Ketchum Idaho by;	- August 31, 20		make application for a license to sell
Mayor			

Premises Number: 5B-102

Retail Alcohol Beverage License

Cycle Tracking Number: 134496

License Year: 2023 License Number: 1464

This is to certify, thatPercy Hermoza-Atausinchidoing business as:China Panda Chinese Restaurant

is licensed to sell alcoholic beverages as stated below at: 515 N East Avenue, Ketchum, Blaine County

Acceptance of a license by a retailer shall constitute knowledge of and agreement to operate by and in accordance to the Alcohol Beverage Code, Title 23. Only the licensee herein specified shall use this license.

County and city licenses are also required in order to operate.

Liquor	No	
Beer	Yes	\$50.00
Wine by the bottle	Yes	<u>\$100.00</u>
Wine by the glass	Yes	\$100.00
Kegs to go	No	
Growlers	No	
Restaurant	Yes	\$0.00
On-premises consumption	Yes	\$0.00
Multipurpose arena	No	
Plaza	No	

Signature of Licensee, Corporate Officer, LLC Member or Partner

PERCY HERMOZA-ATAUSINCHI CHINA PANDA CHINESE RESTAURANT PO BOX 293

KETCHUM, ID 83340 Mailing Address

License Valid: 08/01/2022 - 07/31/2023
Expires: 07/31/2023



XU	hll
2/	111
ALLE	and

TOTAL FEE: \$250.00

Director of Idaho State Police

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Beer, Wine & Liquor-by-the Drink License Application

Submit completed application by e-mail and fees by check or cash to the City Clerk Office, PO Box 2315, 191 W. 5th St, Ketchum, ID 83340. If

renewing, you may pay online at xpressbillpay.com. For questions, please e-mail finance@ketchumidaho.org or call (208) 726-3841.

APPLIC	ANT INFORMATION		
Applica	ant Name: Michel's Christiania LLC	Doing Business As: Same	
Physica	I Address where license will be displayed: $303~V$	Valnut Ave N, Ketchum, I	0 83340
Mailing	Address: PO Box 228, Sun Valley, ID	83353	
Record	ed Owner of Property: Christiania LLC		
Applica	nt Phone Number:208-720-3179	Applicant Email: prenticemar	nie@gmail.com
STATE L	ICENSE NO: 2042 (copy required)	COUNTY LICENSE NO:	(copy required)
	rship:	List names and addresses of cor Michel Rudigoz, PO Box 228, Sun Vi	poration officers and/or partners: alley, ID 83353
BEER LI	CENSE FEES		
	Draft or Bottled or Canned Beer to be consume	d on premises	\$200.00
Bottled or Canned Beer NOT to be consumed on premises \$ 50.00		\$ 50.00	
WINE L	ICENSE FEES		
X Wine, to be consumed on premises \$200.00		\$200.00	
Wine, NOT to be consumed on premises			\$200.00
LIQUOF	LICENSE FEES		
Х	Liquor by the Drink (Note: Liquor fee includes w	ine)	\$560.00
		Total Fees Due	\$ <u>760.00</u>
ADDITIONAL INFORMATION			
Has the applicant, any partners of the applicant, any member of the applying partnership, the active manager of the applying partnership or any officer of the applying corporation been convicted of a violation of any law of the State of Idaho, or any other state, or of the United States regulating, governing, or prohibiting the sale of alcoholic beverages or intoxication liquor, and has any one of them within the last three years forfeited or suffered the forfeiture of a bond for his/her appearance to answer charges of any such violation? Yes No			
last five			convicted of any relong within the

Applicant agrees to observe all City ordinances, laws and conditions imposed. Applicant agrees to defend, hold harmless and indemnify the City of Ketchum, its officers and employees from all liability claims, suits and costs arising from incidents or accidents occurring under this permit. Applicant certifies that s/he has read and examined this application and that all information contained herein is true and correct.

The undersigned hereby acknowledges and consents tha Ketchuro Municipal Code, Title 5, Chapter 5.04 (amended	t the License(s) requested are subject to the provisions of the by Ordinance 882), City of Ketchum, Idaho, Blaine County.
Terrer The Art	Owner
Applicant Signature	Relation to Business
Date	

City Clerk or Deputy Signature

OFFICIAL USE ONLY						
Date Received:	629	22	License Fee Paid \$760.	00	License No: 47A	
To the City Council, Ketchum, Idaho; The undersigned, a Corporation Partnership Individual , does hereby make application for a license to sell during the year of September 1, 2022 - August 31, 2023						
Approved by C	Approved by City of Ketchum Idaho by;					
Mayor						

Cycle Tracking Number: 134597 ISLD ID: 714

Premises Number: 5B-11 Incorporated City **Retail Alcohol Beverage License**

License Year: 2023 License Number: 2042

This is to certify, thatMichel's Christiania LLCdoing business as:Michel's Christiania

is licensed to sell alcoholic beverages as stated below at: 303 Walnut Ave North, Ketchum, Blaine County

Acceptance of a license by a retailer shall constitute knowledge of and agreement to operate by and in accordance to the Alcohol Beverage Code, Title 23. Only the licensee herein specified shall use this license.

County and city licenses are also required in order to operate.

Liquor	Yes	\$750.00
Beer	Yes	\$50.00
Wine by the bottle	Yes	\$0.00
Wine by the glass	Yes	\$0.00
Kegs to go	No	
Growlers	No	
Restaurant	Yes	\$0.00
On-premises consumption	Yes	\$0.00
Multipurpose arena	No	
Plaza	No	

Signature of Licensee, Corporate Officer, LLC Member or Partner

MICHEL'S CHRISTIANIA LLC MICHEL'S CHRISTIANIA PO BOX 228

SUN VALLEY, ID 83353

Mailing Address

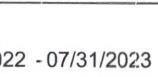
License Valid: 08/01/2022 - 07/31/2023



XU US

Director of Idaho State Police

TOTAL FEE: <u>\$800.00</u> Lic



2023

BLAINE COUNTY STATE OF IDAHO

No. 12

57

RETAIL ALCOHOLIC BEVERAGE LICENSE

THIS IS TO CERTIFY THAT		MICHEL'S CHRISTIANIA LLC			
doing business as	N	IICHEL'S CHRISTIANIA			
at 303 WAI	NUT AVE NO	RTH. KETCHUM. ID 83340			
a(n), is lice	nsed to sell A	Icoholic Beverages as stated below, subject to the provisions of			
Chapters 23-903 and 23-916 Idaho Code Annotated, and the laws of the State of Idaho, Municipal Ordinances, and the					
regulations of the Commissioner in regard to sale of Alcoholic Beverages and the resolution passed by the Commissioners of					
said County, on file in the office of the Clerk of the Board at the Blaine County Courthouse, Hailey, Idaho.					
dated: Beer: 12/16/1946 Retail Liquor: 06/27/1947	Retail Wine:	04/12/1947 Mine &x Drink: 09/011923			
Draft and Bottled or Canned Beer	0.00	Signature of Licensee or Officer of Corporation			
Bottled or Canned Beer to be consumed on premises	75.00				
Bottled or Canned Beer not to be consumed on premises	0.00	This license is TRANSFERABLE. VALID as of 08/01/2022 and EXPIRES 07/31/2023.			
Retail Liquor- 12	187.50	Witness my hand and seal this 14th day of June, 2022.			
Retail Wine	0.00	huk forting			
Wine by the Drink	0.00	Chairman			
Special Wine (Sunday)	0.00	Byn M'Ceny			
TOTAL DEE:	262.50	Commissioner Commissioner			
Clerk of the Board of County Commissioners		Commissioner			
(This I	icense must be d	conspicuously displayed) RC100			



Beer, Wine & Liquor-by-the Drink License Application

Submit completed application by e-mail and fees by check or cash to the City Clerk Office, PO Box 2315, 191 W. 5th St, Ketchum, ID 83340. If

renewing, you may pay online at xpressbillpay.com. For questions, please e-mail finance@ketchumidaho.org or call (208) 726-3841.

APPLICANT INFORMATION	
Applicant Name: Rero, LLC	Doing Business As: Cominnas
Physical Address where license will be displayed: 5	80 Washington AV, Ketchim
Mailing Address: P. O. BOX 141	Harley 10 83333
Recorded Owner of Property: SUS ()	TRYON
Applicant Phone Number: 208-726-696	Applicant Email: Rominnessestaurent egmail.co
STATE LICENSE NO: 14844 (copy required)	d) COUNTY LICENSE NO: 31 (copy required)
Corporation: Partnership: Individual: If Applicant is a Partnership or Corporation, is the corporation authorized to do business in Idaho? Yes No	List names and addresses of corporation officers and/or partners: <u>Pro</u> Bux <u>1411</u> <u>Hauley</u> 10 B3333
BEER LICENSE FEES	
X Draft or Bottled or Canned Beer to be consume	ned on premises \$200.00
Bottled or Canned Beer NOT to be consumed o	on premises \$ 50.00
WINE LICENSE FEES	
V Wine, to be consumed on premises	\$200.00
Wine, NOT to be consumed on premises	\$200.00
LIQUOR LICENSE FEES	
Liquor by the Drink (Note: Liquor fee includes v	wine) \$560.00
	Total Fees Due \$ 600
ADDITIONAL INFORMATION	
partnership or any officer of the applying corporation be other state, or of the United States regulating, governin and has any one of them within the last three years for	ember of the applying partnership, the active manager of the applying been convicted of a violation of any law of the State of Idaho, or any ng, or prohibiting the sale of alcoholic beverages or intoxication liquor, orfeited or suffered the forfeiture of a bond for his/her appearance to o
	ger or officer of the applicant been convicted of any felony within the \circ

Applicant agrees to observe all City ordinances, laws and conditions imposed. Applicant agrees to defend, hold harmless and indemnify the City of Ketchum, its officers and employees from all liability claims, suits and costs arising from incidents or accidents occurring under this permit. Applicant certifies that s/he has read and examined this application and that all information contained herein is true and correct.

The undersigned hereby acknowledges and consents that the License(s) requested are subject to the provisions of the Ketchum Municipal Code, Title 5, Chapter 5.04 (amended by Ordinance 882), City of Ketchum, Idaho, Blaine County.

her Owner

Applicant Signature

Relation to Business

06-01-22

Date

City Clerk or Deputy Signature

License No: 2305A
ANOR -
make application for a license to sell

Cycle Tracking Number: 134510

Premises Number: 5B-14844

Retail Alcohol Beverage License

License Year: 2023 License Number: 14844

This is to certify, that Piero LLC

doing business as: Rominnas

is licensed to sell alcoholic beverages as stated below at: 580 Washington Ave, Ketchum, Blaine County

Acceptance of a license by a retailer shall constitute knowledge of and agreement to operate by and in accordance to the Alcohol Beverage Code, Title 23. Only the licensee herein specified shall use this license.

County and city licenses are also required in order to operate.

Liquor	No	
Beer	Yes	\$50.00
Wine by the bottle	Yes	\$100.00
Wine by the glass	Yes	\$100.00
Kegs to go	No	
Growlers	No	
Restaurant	Yes	\$0.00
On-premises consumption	Yes	\$0.00
Multipurpose arena	No	
Plaza	No	

Signature of Licensee, Corporate Officer, LLC Member or Partner

PIERO LLC ROMINNAS PO BOX 1411
HAILEY, ID 83333

Mailing Address

TOTAL FEE: <u>\$250.00</u>

Director of Idaho State Police

License Valid: 08/01/2022 - 07/31/2023
Expires: 07/31/2023





Beer, Wine & Liquor-by-the Drink License Application

Submit completed application by e-mail and fees by check or cash to the City Clerk Office, PO Box 2315, 191 W. 5th St, Ketchum, ID 83340. If

renewing, you may pay online at xpressbillpay.com. For questions, please e-mail finance@ketchumidaho.org or call (208) 726-3841.

APPLIC	CANT INFORMATION		
Applica	ant Name: Julie Johnson	Doing Business As:	NourishMe
Physic	al Address where license will be displayed: 151 $$ N	lorth Main Street Keto	hum
Mailin	g Address: P.O. Box 1105 Ketchum, ID 833	340	
Record	led Owner of Property: Ketchum Korner		
Applica	ant Phone Number: 2087207885	Applicant Email: jjnouris	hme@gmail.com
STATE	LICENSE NO: (copy required)	COUNTY LICENSE NO:	(copy required)
corpor	rship:	List names and addresses Julie Johnson	s of corporation officers and/or partners:
BEER L	ICENSE FEES		
	Draft or Bottled or Canned Beer to be consumed	d on premises	\$200.00
х	Bottled or Canned Beer NOT to be consumed or	n premises	\$ 50.00
WINE	LICENSE FEES		
х	Wine, to be consumed on premises		\$200.00
	Wine, NOT to be consumed on premises		\$200.00
LIQUO	R LICENSE FEES		
	Liquor by the Drink (Note: Liquor fee includes w	ine)	\$560.00
		Total Fees D	ue \$_250.00
ADDIT	IONAL INFORMATION		
partne other s and ha	e applicant, any partners of the applicant, any mer rship or any officer of the applying corporation be tate, or of the United States regulating, governing s any one of them within the last three years forf charges of any such violation? Yes No	een convicted of a violatio , or prohibiting the sale of eited or suffered the forfe	n of any law of the State of Idaho, or any alcoholic beverages or intoxication liquor
	e applicant or any partner or actual active manage e years? Yes No		at been convicted of any felony within the

Applicant agrees to observe all City ordinances, laws and conditions imposed. Applicant agrees to defend, hold harmless and indemnify the City of Ketchum, its officers and employees from all liability claims, suits and costs arising from incidents or accidents occurring under this permit. Applicant certifies that s/he has read and examined this application and that all information contained herein is true and correct.

The undersigned hereby acknowledges and consents that the License(s) requested are subject to the provisions of the Ketchum Municipal Code, Title 5, Chapter 5:04 (amended by Ordinance 882), City of Ketchum, Idaho, Blaine County.

Applicant Signature	Relation to Bu	siness
Date		
City Clerk or Deputy Signature		
	OFFICIAL USE ONLY	
Date Received: 6292	OFFICIAL USE ONLY	License No: 1285A

Mayor

Premises Number: 5B-13012

Retail Alcohol Beverage License

License Year: 2023 License Number: 13012

A New Life LLC This is to certify, that

Nourish Me doing business as:

is licensed to sell alcoholic beverages as stated below at: 151 Main Street, Ketchum, Blaine County

Acceptance of a license by a retailer shall constitute knowledge of and agreement to operate by and in accordance to the Alcohol Beverage Code, Title 23. Only the licensee herein specified shall use this license.

County and city licenses are also required in order to operate.

Liquor Beer Wine by the bottle Wine by the glass Kegs to go Growlers Restaurant On-premises consumption Multipurpose arena Plaza	No Yes <u>\$50.00</u> Yes <u>\$100.00</u> No No Yes <u>\$0.00</u> Yes <u>\$0.00</u> No No	Signature of Licensee, Corporate Officer, LLC Member or Partner A NEW LIFE LLC NOURISH ME P. O. BOX 1105 KETCHUM, ID 83340 Mailing Address
TOTAL	FEE: \$150.00	License Valid: 08/01/2022 - 07/31/2023

Expires: 07/31/2023

TOTAL FEE: \$150.00

XU 11A

Director of Idaho State Police

63

2023

BLAINE COUNTY STATE OF IDAHO

No. 8

Chairman

Commissioner

Commissioner

RC100

RETAIL ALCOHOLIC BEVERAGE LICENSE

THIS IS TO CERTIFY THAT		A NEW LIFE LLC		
doing business as		NOURISH ME		
at		151 MAIN ST. KETCHUM. ID 83340		
a(n)	LLC	, is licensed to sell Alcoholic Beverages as stated below, subject to the provisions of		
Chapters 23-903 a	and 23-916 Id	aho Code Annotated, and the laws of the State of Idaho, Municipal Ordinances, and th		
regulations of the C	Commissioner	in regard to sale of Alcoholic Beverages and the resolution passed by the Commissioners of		
said County, on file	in the office o	f the Clerk of the Board at the Blaine County Courthouse, Hailey, Idaho.		

dated: Beer: 12/16/1946 Retail Liquor: 06/27/1947 Retail Wine: 04/12/1947 Wine By Drink: 06/11/1973.

Draft and Bottled or Canned Beer	0.00
Bottled or Canned Beer to be consumed on premises	75.00
Bottled or Canned Beer not to be consumed on premises	25.00
Retail Liquor- 8	0.00
Retail Wine	100.00
Wine by the Drink	0.00
Special Wine (Sunday)	0.00
TOTAL FEE:	200.00

Witness my hand and seal this 14th day of June, 2022. 00 00 0 m'leny 00 200.00

and EXPIRES 07/31/2023.

Signature of Licensee or Officer of Corporation

This license is TRANSFERABLE. VALID as of 08/01/2022

Clerk of the Board of County Commissioners

(This license must be conspicuously displayed)



Beer, Wine & Liquor-by-the Drink License Application

Submit completed application and fees below to the City Clerk Office, PO Box 2315, 480 East Ave. N., Ketchum, ID 83340. If you have questions, please contact Business License & Tax Specialist, Kathleen Schwartzenberger at taxes@ketchumidaho.org or (208) 726-3841.

APPLICANT INFORMATION					
Applicant Name: Sun Valley Performing Arts			Doing Business As: The Argyros		
Physica	al Address where license will be displayed: 120 S	South	main St Ketchum ID	0 83340	
Mailing	g Address: PO Box 4921 Ketchum ID 833	40			
Record	Recorded Owner of Property: Sun Valley Performing Arts				
Applicant Phone Number: 2087267872 Applicant Email: nick@theargyros.org			gyros.org		
STATE I	LICENSE NO: (copy required)	COUN	NTY LICENSE NO:	(copy required)	
Corporation: Partnership: Individual: If Applicant is a Partnership or Corporation, is the corporation authorized to do business in Idaho? Yes No			ames and addresses of con ttached	rporation officers and/or partners:	
BEER LI	ICENSE FEES				
1	Draft or Bottled or Canned Beer to be consumed	d on pr	remises	\$200.00	
	Bottled or Canned Beer NOT to be consumed or	n prem	ises	\$ 50.00	
WINE L	ICENSE FEES				
1	Wine, to be consumed on premises			\$200.00	
Wine, NOT to be consumed on premises				\$200.00	
LIQUOR	R LICENSE FEES				
	Liquor by the Drink (Note: Liquor fee includes w	ine)		\$560.00	
			Total Fees Due	\$_400.00	
ADDITI	ONAL INFORMATION				
Has the applicant, any partners of the applicant, any member of the applying partnership, the active manager of the applying partnership or any officer of the applying corporation been convicted of a violation of any law of the State of Idaho, or any other state, or of the United States regulating, governing, or prohibiting the sale of alcoholic beverages or intoxication liquor, and has any one of them within the last three years forfeited or suffered the forfeiture of a bond for his/her appearance to answer charges of any such violation? Yes No Has the applicant or any partner or actual active manager or officer of the applicant been convicted of any felony within the last five years? Yes No					

Applicant agrees to observe all City ordinances, laws and conditions imposed. Applicant agrees to defend, hold harmless and indemnify the City of Ketchum, its officers and employees from all liability claims, suits and costs arising from incidents or accidents occurring under this permit. Applicant certifies that s/he has read and examined this application and that all information contained herein is true and correct.

The undersigned hereby acknowledges and consents that the License(s) requested are subject to the provisions of the Ketchum Municipal Code, Title 5, Chapter 5.04 (amended by Ordinance 882), City of Ketchum, Idaho, Blaine County.

H.	Front of House Dir	Nick Harman
Applicant Signature	Relation to Business	
May 5 2022		
Date		
City Clerk or Deputy Signature		

OFFICIAL USE ONLY				
Date Received:	License Fee Paid	License No:		
To the City Council, Ketchum, Idaho; The undersigned, a Corporation Par during the year of August 1, Ju Approved by City of Ketchum Idaho by;		make application for a license to sell		
Mayor				

Premises Number: 5B-26464 Retail Alcohol Beverage License

License Year: 2023 License Number: 26464

This is to certify, that Sun Valley Performing Arts Inc

doing business as: The Argyros

is licensed to sell alcoholic beverages as stated below at: 120 S Main, Ketchum, Blaine County

Acceptance of a license by a retailer shall constitute knowledge of and agreement to operate by and in accordance to the Alcohol Beverage Code, Title 23. Only the licensee herein specified shall use this license.

County and city licenses are also required in order to operate.

Liquor	No	
Beer	Yes	<u>\$50.00</u>
Wine by the bottle	Yes	<u>\$100.00</u>
Wine by the glass	Yes	<u>\$100.00</u>
Kegs to go	No	
Growlers	No	
Restaurant	No	
On-premises consumption	Yes	<u>\$0.00</u>
Multipurpose arena	No	
Plaza	No	

TOTAL FEE: <u>\$250.00</u>

XU W

Director of Idaho State Police

×/nth

/Signature of Licensee, Corporate Officer, LLC Member or Partner

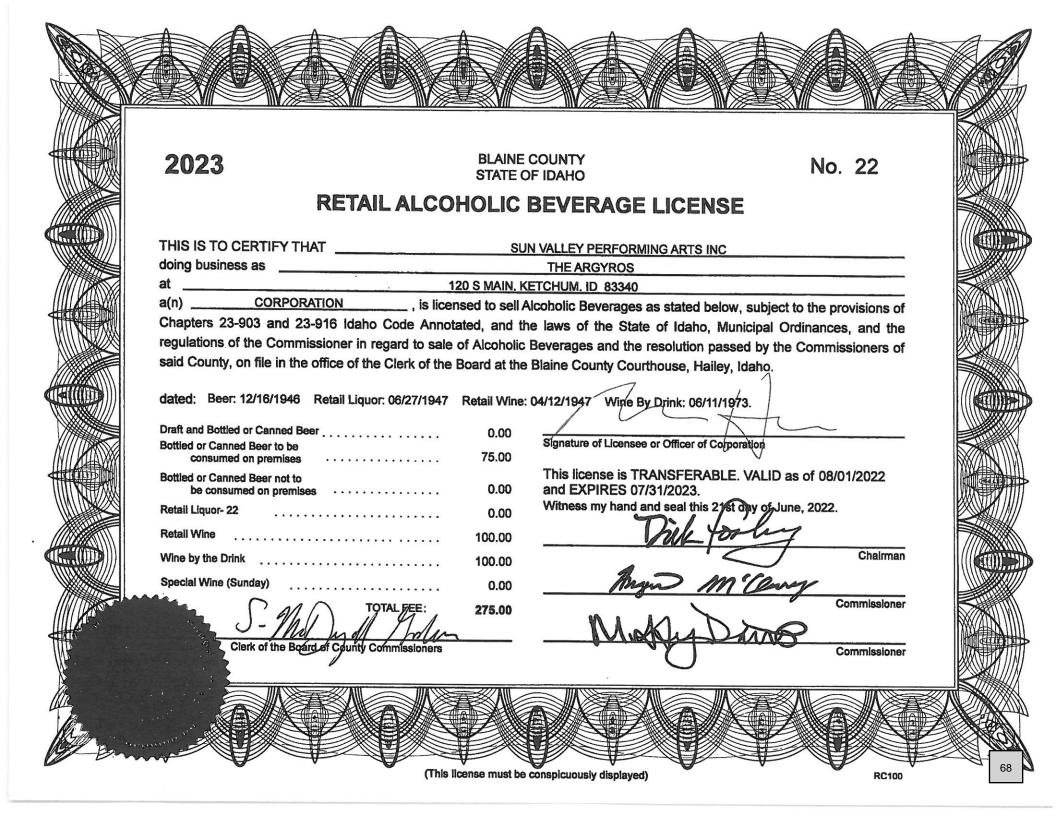
SUN VALLEY PERFORMING ARTS INC THE ARGYROS PO BOX 4921

KETCHUM, ID 83340

Mailing Address

License Valid: 08/01/2022 - 07/31/2023
Expires: 07/31/2023







Beer, Wine & Liquor-by-the Drink License Application

Submit completed application by e-mail and fees by check or cash to the City Clerk Office, PO Box 2315, 191 W. 5th St, Ketchum, ID 83340. If renewing, you may pay online at xpressbillpay.com. For questions, plea

page and the second sec	is, please e-mail
	or call (208) 726-3841
ADDUICATION	or call (200) 726-3841

Applicant INFORMATION Applicant Name: ITakon 110		
Physical Add	Doing Business As:	71 110-
Physical Address where license will be displayed:	280 E. loth st	El Niño
Mailing Address: p. O, Bot 15	Yon il el SI	Ketchim ID 83
Recorded Owner of Property:	87, Hailey I	0 83333
Applicant Phone Number: 208-48 - 778	D Applicant 5 11 Ac 11	
STATE LICENSE NO: 24483 (copy requi	Periodin Lindi. Ulliu	, munoz 92 Oyahoo. Co
Corporation:	EIGENOL NO.	
Partnership:	List names and addresses of	(copy required) corporation officers and/or partners:
Individual:	Dean A still	and of particles.
If Applicant is a Partnership or Corporation, is the	from Castille	2
corporation authorized to do business in Idaho? Yes No	- P.O. 00 1 88	M, Hailey ID 8333
		1
BEER LICENSE FEES		
Draft or Bottled or Canned Beer to be consur	med on promises	
Bottled or Canned Beer NOT to be consumed	lieu on premises	\$200.00
WINE LICENSE FEES	i on premises	\$ 50.00
Wine, to be consumed on premises		
Wine, NOT to be consumed on premises		\$200.00
IQUOR LICENSE FEES		\$200.00
Liquor by the Drink (Note: Liquor fee includes		
	wine)	\$560.00
DITIONAL INFORMATION	Total Fees Due	\$ 200,-
DDITIONAL INFORMATION		0000
rthership or any officer of the applicant, any me	ember of the applying partnership	
s the applicant, any partners of the applicant, any me rtnership or any officer of the applying corporation b her state, or of the United States regulating, governing d has any one of them within the lest the	peen convicted of a violation of a	, the active manager of the applying
her state, or of the United States regulating, governing d has any one of them within the last three years for swer charges of any such violation?	g, or prohibiting the sale of alcoho	lic beverages or intoxication lice
d has any one of them within the last three years for swer charges of any such violation? Yes No	reited or suffered the forfeiture o	f a bond for his/her appearance to
		appearance to
the analysis		
s the applicant or any partner or actual active manage five years? Yes No	er or officer of the applicant beau	
Yes No	V	convicted of any felony within the

191 5" St. W * P.O. Box 2315 * Ketchum, ID 83340 * main (208) 726-3841

Applicant agrees to observe all City ordinances, laws and conditions imposed. Applicant agrees to defend, hold harmless
and indemnify the City of Ketchum, its officers and employees from all liability claims, suits and costs arising from incidents
or accidents occurring under this permit. Applicant certifies that s/he has read and examined this application and that all
information contained herein is true and correct.

The undersigned hereby acknowledges and consents that the License(s) requested are subject to the provisions of the Ketchum Municipal Code, Title 5, Chapter 5.04 (amended by Ordinance 882), City of Ketchum, Idaho, Blaine County.

Own

Applicant Signature

A

Relation to Business

Date

City Clerk or Deputy Signature

OFFICIAL USE ONLY					
Date Received: 0179122 License Fee Paid \$200	License No: 2276A				
To the City Council, Ketchum, Idaho; The undersigned, a Corporation Partnership Individual /, does he during the year of September 1, <u>2022</u> - August 31, <u>2023</u> Approved by City of Ketchum Idaho by;	ereby make application for a license to sell				
Mayor					

State of Ta

Idaho State Police

Cycle Tracking Number: 134725

Premises Number: 5B-24483

Retail Alcohol Beverage License

License Year: 2023 License Number: 24483

This is to certify, that Izalco LLC

doing business as: El Niño

is licensed to sell alcoholic beverages as stated below at: 280 E 6th St, Ketchum, Blaine County

Acceptance of a license by a retailer shall constitute knowledge of and agreement to operate by and in accordance to the Alcohol Beverage Code, Title 23. Only the licensee herein specified shall use this license. County and city licenses are also required in order to operate.

Liquor Beer	No Yes <u>\$50.00</u>	Signature of Licensee, Corporate Officer, LLC Member or Partner
Wine by the bottle Wine by the glass Kegs to go Growlers	No Yes <u>\$100.00</u> No No	IZALCO LLC EL NIÑO PO BOX 1889
Restaurant On-premises consumption Multipurpose arena Plaza	Yes <u>\$0.00</u> Yes <u>\$0.00</u> No No	HAILEY, ID 83333 Mailing Address
TOTAL FEE: <u>\$150.00</u>		License Valid: 08/01/2022 - 07/31/2023
Hell .	-	Expires: 07/31/2023 回義帝国
Birector of Idaho	State Police	



Beer, Wine & Liquor-by-the Drink License Application

Submit completed application by e-mail and fees by check or cash to the City Clerk Office, PO Box 2315, 191 W. 5th St, Ketchum, ID 83340. If renewing, you may pay online at xpressbillpay.com. For questions, please e-mail figures @ketchure1411

	ror questions, please e-mail finance@ketchumidaba and il toos
	finance@ketchumidaho.org or call (208) 726-3841.
APPLICANT INFORMATION	
A FLICANT INFORMATION	

	A A A A A A A A A A A A A A A A A A A		
Appl	icant Name: Luna LLC		
Physi	ical Address where license will be displayed: 200	Doing Business As: Enoted	a
Maili	rded Owner of Brogarty, June 1997	N Main St Ketchum, I	D 83340
Recor	rded Owner of Property: Jack Lane	n, ID 83340	
Applic	Cant Phone Number: 208-726-6969		
STATE	LICENSE NO.	Applicant Email: twochegs@	ketchumarill.com
	pration: (copy required)	COUNTY LICENSE NO:	(copy required)
Partne	ership:	List names and addresses of corporati	
Individ			
corpor	licant is a Partnership or Corporation, is the ration authorized to do business in Idaho?	Aueraru Smith Mason	FUD JO ID NH
Yes	No		- 00 0010 Ket
BEER L	ICENSE FEES		
Х	Draft or Bottled or Canned Beer to be consumed		
Х	Bottled or Canned Beer NOT to be consumed on	on premises	\$200.00
WINE L	ICENSE FEES	premises	\$ 50.00
Х	Wine, to be consumed on premises		
Х	Wine, NOT to be consumed on premises		\$200.00
IQUOR	LICENSE FEES		\$200.00
	Liquor by the Drink (Note: Liquor fee includes wind		
			\$560.00
DDITIC		Total Fees Due \$	50.00
	ONAL INFORMATION		
iller sta	applicant, any partners of the applicant, any membric hip or any officer of the applying corporation beer ite, or of the United States regulating, governing, or any one of them within the last three years forfeite harges of any such violation? Yes No	of a fiolation of any law of	the State of Idaho or any
as the a st five y	epplicant or any partner or actual active manager of vears? Yes No No	r officer of the applicant been convicted	d of any felony within the

191 5th St. W * P.O. Box 2315 * Ketchum, ID 83340 * main (208) 726-3841 www.ketchumidaho.org * facebook.com/CityofKetchum * twitter.com/Ketchum_Idaho Applicant agrees to observe all City ordinances, laws and conditions imposed. Applicant agrees to defend, hold harmless and indemnify the City of Ketchum, its officers and employees from all liability claims, suits and costs arising from incidents or accidents occurring under this permit. Applicant certifies that s/he has read and examined this application and that all information contained herein is true and correct.

The undersigned hereby acknowledges and consents that the License(s) requested are subject to the provisions of the Ketchum Municipal Code, Title 5, Chapter 5.04 (amended by Ordinance 882), City of Ketchum, Idaho, Blaine County.

President

Applicant Signature

Relation to Business

06/15/22 Date

City Clerk or Deputy Signature

OFFICIAL USE ONLY			
Date Received: 102922	License Fee Paid 🚯 650.00	License No: 550A	
To the City Council, Ketchum, Idaho; The undersigned, a Corporation Par during the year of September 1, 2022 Approved by City of Ketchum Idaho by;		y make application for a license to sell	
Mayor			



City of Ketchum

Beer, Wine & Liquor-by-the Drink License Application

Submit completed application by e-mail and fees by check or cash to the City Clerk Office, PO Box 2315, 191 W. 5th St, Ketchum, ID 83340. If

renewing, you may pay online at xpressbillpay.com. For questions, please e-mail finance@ketchumidaho.org or call (208) 726-3841.

APPLIC	ANT INFORMATION			
Applica	Applicant Name: Richkor Inc Doing Business As: Ketchum Grill			
Physica	Physical Address where license will be displayed: 520 East Ave N Ketchum			
	Address: PO Box 205 Ketchum,			
Record	ed Owner of Property: Thomas & And	rea Molloy		
Applica	nt Phone Number: $208-726-4660$	Applicant Email: twoche	fs@ketchumgrill.com	
STATE L	LICENSE NO: (copy required)	COUNTY LICENSE NO:	(copy required)	
	ation:	List names and addresses of corporation officers and/or partners: SCOLI MASON FOD 203 RELCHUIN		
Partner		Anne wason PU		
100.00000000000000000000000000000000000	cant is a Partnership or Corporation, is the		PUD 200 NEICHUM	
	ation authorized to do business in Idaho?			
Yes 📕	No 📃			
BEER LI	ICENSE FEES			
X	Draft or Bottled or Canned Beer to be consumed	d on premises	\$200.00	
X	Bottled or Canned Beer NOT to be consumed or	n premises	\$ 50.00	
WINE L	ICENSE FEES			
X	Wine, to be consumed on premises		\$200.00	
X	Wine, NOT to be consumed on premises		\$200.00	
LIQUO	R LICENSE FEES			
	Liquor by the Drink (Note: Liquor fee includes w	ine)	\$560.00	
		Total Fees Due	_{\$} 650.00	
ADDITI	ONAL INFORMATION	all the second		
Has the	applicant, any partners of the applicant, any mer	mber of the applying partnersh	ip, the active manager of the applying	
partnership or any officer of the applying corporation been convicted of a violation of any law of the State of Idaho, or any				
other state, or of the United States regulating, governing, or prohibiting the sale of alcoholic beverages or intoxication liquor, and has any one of them within the last three years forfeited or suffered the forfeiture of a bond for his/her appearance to				
answer charges of any such violation? Yes No				
Has the applicant or any partner or actual active manager or officer of the applicant been convicted of any felony within the last five years? Yes No				
lasenve				

Applicant agrees to observe all City ordinances, laws and conditions imposed. Applicant agrees to defend, hold harmless and indemnify the City of Ketchum, its officers and employees from all liability claims, suits and costs arising from incidents or accidents occurring under this permit. Applicant certifies that s/he has read and examined this application and that all information contained herein is true and correct.

The undersigned hereby acknowledges and consents that the License(s) requested are subject to the provisions of the Ketchum Municipal Code, Title 5, Chapter 5.04 (amended by Ordinance 882), City of Ketchum, Idaho, Blaine County.

President

Applicant Signature 06/15/22

Relation to Business

Date

City Clerk or Deputy Signature

OFFICIAL US	ONLY		
Date Received: U 20 23 License Fee Paid \$U5	0.00 License No: 122A		
To the City Council, Ketchum, Idahp; The undersigned, a Corporation Partnership Individual, does hereby make application for a license to sell during the year of September 1, 1972 - August 31, 2022			
Approved by City of Ketchum Idaho by;			
Mayor			



City of Ketchum

Beer, Wine & Liquor-by-the Drink License Application

Submit completed application by e-mail and fees by check or cash to the City Clerk Office, PO Box 2315, 191 W. 5th St, Ketchum, ID 83340. If renewing, you may pay online at xpressbillpay.com. For questions, please e-mail finance@ketchumidaho.org or call (208) 726-3841.

APPLICANT INFORMATION	
Applicant Name: The Gree CLAS LLC	Doing Business As: TAU 10RD EURINTS
Physical Address where license will be displayed: 4	FILPADUILLE ALP N. Ketelin
Mailing Address: P.D. BOX 3854	KetchuM
Recorded Owner of Property: SIMMUKP	FOLMAN LI C
Applicant Phone Number: 208-726-2077	Applicant Email: Taylor @ taylorde. VEINTSSV. CON
STATE LICENSE, NO: (copy required	
Corporation: Partnership: Individual: If Applicant is a Partnership or Corporation, is the corporation authorized to do business in Idaho? Yes No	List names and addresses of corporation officers and/or partners: AULOR ROSSI SARAH LIPTON
BEER LICENSE FEES	
Draft or Bottled or Canned Beer to be consum	ned on premises \$200.00
Bottled or Canned Beer NOT to be consumed	on premises \$ 50.00
WINE LICENSE FEES	
Wine, to be consumed on premises	\$200.00
Wine, NOT to be consumed on premises	\$200.00
LIQUOR LICENSE FEES	
Liquor by the Drink (Note: Liquor fee includes	s wine) \$560.00
	Total Fees Due \$ 250
ADDITIONAL INCODMATION	

Has the applicant, any partners of the applicant, any member of the applying partnership, the active manager of the applying partnership or any officer of the applying corporation been convicted of a violation of any law of the State of Idaho, or any other state, or of the United States regulating, governing, or prohibiting the sale of alcoholic beverages or intoxication liquor, and has any one of them within the last three years forfeived or suffered the forfeiture of a bond for his/her appearance to answer charges of any such violation? Yes No

Has the applicant or any partner or actual active manager of officer of the applicant been convicted of any felony within the last five years? Yes No

Applicant agrees to observe all City ordinances, laws and conditions imposed. Applicant agrees to defend, hold harmless and indemnify the City of Ketchum, its officers and employees from all liability claims, suits and costs arising from incidents or accidents occurring under this permit. Applicant certifies that s/he has read and examined this application and that all information contained herein is true and correct.

The undersigned hereby acknowledges and consents that the License(s) requested are subject to the provisions of the Ketchum Municipal Code, Title 5, Chapter 5.04 (amended by Ordinance 882), City of Ketchum, Idaho, Blaine County.

ARR

Relation to Business

Date

Oity Clerk or Deputy Signature

Applicant Signature

741

OFFICIAL USE ONLY				
Date Received: 1129 22 License Fee Paid \$250.00 License No: 1738A				
To the City Council, Ketchum, Idaha; The undersigned, a Corporation / Partnership Individual , does hereby make application for a license to sell during the year of September 1, 2022 - August 31, 2023 Approved by City of Ketchum Idaho by;				
Mayor				

Idaho State Police

Cycle Tracking Number: 134432

Premises Number: 5B-7099

Retail Alcohol Beverage License

License Year: 2023 License Number: 7099

This is to certify, that The Gardens LLC

doing business as: Taylor'd Events

is licensed to sell alcoholic beverages as stated below at: 471 Leadville Ave North, Ketchum, Blaine County

Acceptance of a license by a retailer shall constitute knowledge of and agreement to operate by and in accordance to the Alcohol Beverage Code, Title 23. Only the licensee herein specified shall use this license.

County and city licenses are also required in order to operate.

Liquor	No	
Beer	Yes	\$50.00
Wine by the bottle	Yes	\$100.00
Wine by the glass	No	
Kegs to go	No	
Growlers	No	
Restaurant	No	
On-premises consumption	No	
Multipurpose arena	No	
Plaza	No	

KOSS

Signature of Licensee, Corporate Officer, LLC Member or Partner

THE GARDENS LLC TAYLOR'D EVENTS PO BOX 3854

KETCHUM, ID 83340 Mailing Address

TOTAL FEE: \$150.00

XU 110

Director of Idaho State Police

License Valid: 08/01/2022 - 07/31/2023 Expires: 07/31/2023



2023

BLAINE COUNTY STATE OF IDAHO

No. 9

79

PC100

RETAIL ALCOHOLIC BEVERAGE LICENSE

THIS IS TO CERTIFY THAT		THE GARDENS LLC
doing business as		TAYLOR'D EVENTS
at		471 LEADVILLE AVE NORTH, KETCHUM, ID 83340
a(n)	LLC	, is licensed to sell Alcoholic Beverages as stated below, subject to the provisions of

Chapters 23-903 and 23-916 Idaho Code Annotated, and the laws of the State of Idaho, Municipal Ordinances, and the regulations of the Commissioner in regard to sale of Alcoholic Beverages and the resolution passed by the Commissioners of said County, on file in the office of the Clerk of the Board at the Blaine County Courthouse, Hailey, Idaho.

dated: Beer: 12/16/1946 Retail Liquor: 06/27/1947 Retail Wine: 04/12/1947 Wine By Drink: 06/11/1973.

Droft and Pattled as Canned Dava	
Draft and Bottled or Canned Beer	0.00
Bottled or Canned Beer to be consumed on premises	0.00
Bottled or Canned Beer not to	
be consumed on premises	25.00
Retail Liquor- 9	0.00
Retail Wine	100.00
Wine by the Drink	0.00
Special Wine (Sunday)	0.00
TOTAL FEE:	125.00

TOTAL FEE: Clerk of the Board of County Commissioners

Signature of Licensee or Officer of Corporation
This license is TRANSFERABLE. VALID as of 08/01/2022
and EXPIRES 07/31/2023.
Witness my hand and seal this the day of June, 2022.

Dither Stranger Chairman
Mayo McCarry
Commissioner
Commissioner

(This license must be conspicuously displayed)



City of Ketchum

Beer, Wine & Liquor-by-the Drink License Application

Submit completed application by e-mail and fees by check or cash to the City Clerk Office, PO Box 2315, 191 W. 5th St, Ketchum, ID 83340. If

renewing, you may pay online at xpressbillpay.com. For questions, please e-mail finance@ketchumidaho.org or call (208) 726-3841.

APPLIC	ANT INFORMATION		
Applica	Applicant Name: Atkinsons' Market, Inc Doing Business As:		
Physica	I Address where license will be displayed: $451\ 4$	th Street East	
Mailing	Address: PO Box 2088, Ketchum, ID 83	340	
Record	ed Owner of Property: Giacobbi Square, LL	.C	
Applica	nt Phone Number:208-726-5668	Applicant Email: chip@atkin	sons.com
STATE L	ICENSE NO: (copy required)	COUNTY LICENSE NO:	(copy required)
Corpora Partner		List names and addresses of co Charles R. Atkinson	rporation officers and/or partners:
Individu		Whitney J. Atkinson	
	cant is a Partnership or Corporation, is the	PO Box 2088, Ketchum, ID 83340	
	ation authorized to do business in Idaho?		
BEER LI	ICENSE FEES		
	Draft or Bottled or Canned Beer to be consume	d on premises	\$200.00
х	X Bottled or Canned Beer NOT to be consumed on premises \$ 50.00		\$ 50.00
WINE L	ICENSE FEES		Strand and the second
	Wine, to be consumed on premises		\$200.00
х	Wine, NOT to be consumed on premises		\$200.00
LIQUOR	R LICENSE FEES		
	Liquor by the Drink (Note: Liquor fee includes w	ine)	\$560.00
		Total Fees Due	\$ <u>\$250.00</u>
ADDITI	ONAL INFORMATION		
partner other st and has	e applicant, any partners of the applicant, any mer rship or any officer of the applying corporation be tate, or of the United States regulating, governing s any one of them within the last three years forf charges of any such violation? Yes No	een convicted of a violation of an , or prohibiting the sale of alcoho eited or suffered the forfeiture o	ny law of the State of Idaho, or any olic beverages or intoxication liquor,

Has the applicant or any partner or actual active manager or officer of the applicant been convicted of any felony within the last five years? Yes No

Applicant agrees to observe all City ordinances, laws and conditions imposed. Applicant agrees to defend, hold harmless and indemnify the City of Ketchum, its officers and employees from all liability claims, suits and costs arising from incidents or accidents occurring under this permit. Applicant certifies that s/he has read and examined this application and that all information contained herein is true and correct.

The undersigned hereby acknowledges and consents that the License(s) requested are subject to the provisions of the Ketchum Municipal Code, Title 5, Chapter 5.04 (amended by Ordinance 882), City of Ketchum, Idaho, Blaine County.

President **Applicant Signature Relation to Business** 6/23/2022 Date City Clerk or Deputy Signature OFFICIAL LISE ONLY

OTTICIAE OSE ONET				
Date Received: U 28 22 License Fee Paid: B 25	5D License No: 114A			
To the City Council, Ketchum, Idaho; The undersigned, a Corporation Partnership Individual during the year of September 1, 2022 - August 31, 2022	, does hereby make application for a license to sell			
Approved by City of Ketchum Idaho by;				
Mayor				

Idaho State Police

Premises Number: 5B-6

Retail Alcohol Beverage License

Cycle Tracking Number: 134541

License Year: 2023 License Number: 1832

This is to certify, thatAtkinson's Market Incdoing business as:Atkinson's Market

is licensed to sell alcoholic beverages as stated below at: Giacobbi Square, Ketchum, Blaine County

Acceptance of a license by a retailer shall constitute knowledge of and agreement to operate by and in accordance to the Alcohol Beverage Code, Title 23. Only the licensee herein specified shall use this license.

County and city licenses are also required in order to operate.

Liquor	No	
Beer	Yes	\$50.00
Wine by the bottle	Yes	\$100.00
Wine by the glass	No	
Kegs to go	No	
Growlers	No	
Restaurant	Yes	\$0.00
On-premises consumption	Yes	\$0.00
Multipurpose arena	No	
Plaza	No	

nly the licensee herein specified shall use t UaR AA

Signature of Licensee, Corporate Officer, LLC Member or Partner

ATKINSON'S MARKET INC ATKINSON'S MARKET PO BOX 2088

KETCHUM, ID 83340 Mailing Address

Expires: 07/31/2023

License Valid:

TOTAL FEE: <u>\$150.00</u>

Director of Idaho State Police



08/01/2022 - 07/31/2023

2023

BLAINE COUNTY STATE OF IDAHO

No. 14

RETAIL ALCOHOLIC BEVERAGE LICENSE

THIS IS TO CERTIFY THAT	ATKINSON'S MARKET INC	
doing business as	ATKINSON'S MARKET	
at	GIACOBBI SQUARE, KETCHUM, ID 83340	
-(-)		

a(n) <u>CORPORATION</u>, is licensed to sell Alcoholic Beverages as stated below, subject to the provisions of Chapters 23-903 and 23-916 Idaho Code Annotated, and the laws of the State of Idaho, Municipal Ordinances, and the regulations of the Commissioner in regard to sale of Alcoholic Beverages and the resolution passed by the Commissioners of said County, on file in the office of the Clerk of the Board at the Blaine County Courthouse, Hailey, Idaho.

dated: Beer: 12/16/1946 Retail Liquor: 06/27/1947 Retail Wine: 04/12/1947 Wine By Drink: 06/11/1973.

		0.00
Bottled or Canned Beer to be consumed on premises		75.00
Bottled or Canned Beer not to be consumed on premises		25.00
Retail Liquor- 14		0.00
Retail Wine		100.00
Wine by the Drink		0.00
Special Wine (Sunday)	•••••	0.00

Clerk of the Board of County Commissioners

Signature of Licensee or Officer of Corporation

This license is TRANSFERABLE. VALID as of 08/01/2022 and EXPIRES 07/31/2023.

Witness my hand and seal this 14th day of June, 2022.

Commissioner

Commissioner

RC100

83

Chairman

(This license must be conspicuously displayed)

200.00



City of Ketchum

July 5, 2022

Mayor Bradshaw and City Councilors City of Ketchum Ketchum, Idaho

Mayor Bradshaw and City Councilors:

Recommendation to approve Purchase Order 22100 and 22113 for new Crosswalk Infrastructure on Warm Springs Road and Bike Path

Recommendation and Summary

The City Council selected a new rapid flashing beacon (RFB) to improve pedestrian/bike safety on Warm Springs Road. A new middle concrete refuge island must be installed in order to place the middle RFB.

"I move to approve Purchase Order #22100 with Traffic Safety Supply Company and 22113 with JS Custom Crete Inc."

The reasons for the recommendation are as follows:

- The existing crosswalk lights are at the end of their useful life and are not effective
- A modern RFB will increase pedestrian/bike safety
- Time is of the essence due to the high utilization of the bike path

Sustainability Impact

Improving crosswalk safety increases the likelihood of walking and biking versus vehicular trips.

Financial Requirement/Impact

The FY22 CIP allocated \$25,000 for this project, the additional \$35,000 can be addressed via savings or deferred CIP projects.

<u>Attachments</u> Purchase Orders #22100 and #22113 Traffic Safety Supply Company Quote JS Custom Crete, Inc. Quote



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: 22100

To:	Ship to:	
4153 TRAFFIC SAFETY SUPPLY CO., INC 2324 S.E. UMATILLA ST. PORTLAND OR 97202	CITY OF KETCHUM PO BOX 2315 KETCHUM ID 83340	

P. O. Date	Created By	Requested By	Department	Req Number	Terms
06/02/2022	kchoma	kchoma		0	

Quantity	Description		Unit Price	Total
1.00	RRFB SYSTEM 3 POLE W/ MEDIAN	03-4310-7100	13,750.00	13,750.00
		SHIPPING	& HANDLING	0.00
		TOTAL	PO AMOUNT	13,750.00



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: 22113

То:	Ship to:
5828 JS CUSTOM CRETE, INC 4334 N 2400 E FILER ID 83328	CITY OF KETCHUM PO BOX 2315 KETCHUM ID 83340

P. O. Date	Created By	Requested By	Department	Req Number	Terms
07/01/2022	kchoma	kchoma		0	

Quantity	Description		Unit Price	Total
1.00	RFB System 3 Pole w/ Median - Concrete	03-4310-7100	45,825.00	45,825.00
		SHIPPING	& HANDLING	0.00
		TOTAL I	PO AMOUNT	45,825.00



Traffic Safety Supply Company 2324 SE Umatilla Street Portland, OR 97202 Phone: (503) 235-8531 Fax: (503) 235-5112

CSR:

Order No: SO00048299 Date: 6/3/2022 Customer Order Ref: 22100

Delivery Method: LTL Carrier: OAKHARBORFRT Freight Terms: Quoted Freight

Customer:

City of Ketchum - Street Department PO Box 2315 Ketchum, ID 83340 Contact Name: Ramsy Hoehn Contact Number: (208) 726-7831 Ship To:

City of Ketchum 200 10th St Ketchum, ID 83340

Project: RRFB System (3) pole w/ median

Item Number	Description	Delivery date	Quantity	Item price	Total
DP05643	RRFB, SOLAR 55/50, RADIO, SOP, MEDIAN, AMBER, PB X3, H POLE X3	8/2/2022	1 EA	9,215.00	\$9,215.00
W11-2-36X36-DG3-FY	W11-2,PEDESTRIAN SYM, 36"X36",BLK/FLY,DG3, 5052,.080",STD H&C	8/2/2022	4 EA	165.25	\$661.00
W16-7PL-30X18-DG3-01	W16-7PL,CROSSING ARROW, LEFT,30"X18",BLK/FLY, DG3,5052,.080",STD H&C	8/2/2022	2 EA	69.25	\$138.50
W16-7PR-30X18-DG3-01	W16-7PR,CROSSING ARROW, RIGHT,30"X18",BLK/FLY, DG3,5052,.080",STD H&C	8/2/2022	2 EA	69.25	\$138.50
KIT-THDW-455-DBL	THDW-455 BRACKET, DBL, FOR 4.5" OD POLE	8/2/2022	4 EA	38.00	\$152.00
DP03412	THDW-450/455, SIGN BRACKET, FOR 4.5" PIPE	8/2/2022	8 EA	0.00	\$0.00
DP03413	THDW-455, CARRIAGE BOLT, 5/16" X 4-1/2" ZINC SQ NECK, FOR 4.5" PIPE	8/2/2022	8 EA	0.00	\$0.00
DP03415	THDW-450/455, NYLOC NUT, 5/16" STAINLESS STEEL, FOR 4.5" PIPE	8/2/2022	8 EA	0.00	\$0.00



Traffic Safety Supply Company 2324 SE Umatilla Street Portland, OR 97202 Phone: (503) 235-8531 Fax: (503) 235-5112

CSR:

Order No: SO00048299 Date: 6/3/2022 Customer Order Ref: 22100

Delivery Method: LTL Carrier: OAKHARBORFRT Freight Terms: Quoted Freight

Item Number	Description	Delivery date	Quantity	Item price	Total
DP03416	THDW-450/455, WASHER, 5/16" STAINLESS STEEL, FOR 4.5" PIPE	8/2/2022	8 EA	0.00	\$0.00
DP03434	BOLT, HEX HEAD CAP SCREW, ZINC, W/NEOPRENE WASHER, 5/16" X 1/2"	8/2/2022	8 EA	0.00	\$0.00
KIT-PP-45-AL-14-18	ALUMINUM POST PACKAGE, 14' X 4.5" OD, W/ 18" J-BOLTS	8/2/2022	3 EA	865.00	\$2,595.00
DP00760	POST, ALUM ROUND PIPE, THREADED, 4.5" SCH 40, 14FT	8/2/2022	3 EA	0.00	\$0.00
DP00747	POST, PEDESTAL BASE	8/2/2022	3 EA	0.00	\$0.00
DP00749	HDW, GALVANIZED J-BOLT 3/4" X 18" X 4" X 6"	8/2/2022	12 EA	0.00	\$0.00
DP00751	HDW, GALVANIZED HEX NUT, 3/4"	8/2/2022	24 EA	0.00	\$0.00
DP00752	HDW, GALVANIZED PLATE WASHER, 3/4" X 3"OD X 1/4"	8/2/2022	24 EA	0.00	\$0.00
BL03104	TEMPLATE FOR J-BOLT, ALUMINUM	8/2/2022	3 EA	0.00	\$0.00
DP00748	POST, LOCKING COLLAR FOR PEDESTAL BASE	8/2/2022	3 EA	0.00	\$0.00



Traffic Safety Supply Company 2324 SE Umatilla Street Portland, OR 97202 Phone: (503) 235-8531 Fax: (503) 235-5112

CSR:

Order No: SO00048299 Date: 6/3/2022 Customer Order Ref: 22100

Delivery Method: LTL Carrier: OAKHARBORFRT Freight Terms: Quoted Freight

Total	\$12,900.00
Freight Chrg	850.00
Тах	\$0.00
Order Total	\$13,750.00



Traffic Safety Supply Company 2324 SE Umatilla Street Portland, OR 97202 Phone: (503) 235-8531 Fax: (503) 235-5112

CSR:

Order No: SO00048299 Date: 6/3/2022 Customer Order Ref: 22100

Delivery Method: LTL Carrier: OAKHARBORFRT Freight Terms: Quoted Freight

Terms and Conditions

By confirming this Order Acknowledgment, Customer agrees to the following:

1. Customer confirms the above order and prices. Custom orders, which are customized products made specifically for the Customer, are non-returnable and cannot be cancelled once placed. Non-custom orders for stock product may be canceled not less than 2 days of scheduled shipment date, but are subject to a 20% restocking fee. Non-custom orders for non-stock product, provided Seller's vendor accepts the cancellation or return, may be canceled or returned not less than 10 days of scheduled shipment date, but is subject to payment of Seller's vendor's restocking fee.

2. Terms of sale are Net 30 days from invoice date unless otherwise stated on the invoice. Customer agrees to pay all invoices timely and to pay interest on past due balances at the rate of 18% per annum unless such interest rate is not allowed by law and in that event at the highest rate allowed by law.

3. Customer agrees to pay on demand all of Seller's costs and expenses, including without limitation reasonable attorneys' fees, legal expenses and/or collection agency fees, charges and expenses, incurred by Seller in connection with collection of any amounts owed to Seller whether or not a lawsuit is filed, in any bankruptcy proceedings or in any appeal. Customer also agrees to pay all attorneys' fees, costs, expenses and collection agency fees, costs and expenses incurred by Seller in any judgment enforcement proceedings or actions.

Customer agrees that venue and jurisdiction for any suit or legal action may be had in Multnomah County, Oregon.
 Customer agrees that claims for shortages and/or non-conforming goods for any reason must be made in writing within 72 hours of delivery of the goods. Failure to timely notify Seller shall constitute a waiver of the shortage or non-conformity. The sole and exclusive remedy for non-conforming goods shall be replacement or refund of payment at Seller's option.

6. Customer agrees that if a carrier or transportation company delivers the goods, Customer will inspect the goods and packaging upon receipt and notify Seller and carrier or transportation company immediately and in writing of any packaging damage or damage to the goods. Failure of Customer to so notify Seller and carrier or transportation company as required herein shall constitute Customer's unqualified acceptance of such goods and packaging in the condition in which they were delivered by carrier or transportation company.

 Seller warrants that the good sold are free of defects. Goods not manufactured by Seller are not warranted by Seller and carry only the warrant(ies) of the manufacturer. SELLER DISCLAIMS ANY AND ALL OTHER WARRANTIES (EXPRESS OR IMPLIED) CONCERNING OR RELATING TO THE GOODS INCLUDING THOSE OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.
 Customer agrees that Seller's liability to Customer under this Order Acknowledgment, any warranty obligation, or the manufacture, delivery, installation, repair, or use of any good sold by Seller shall not exceed the price paid for such good. Customer agrees that Seller shall not be liable for any incidental, special, or consequential damages.

9. Customer agrees that purchase orders and other documents issued by Applicant or any agent thereof that include terms and conditions different from, or in addition to, the terms and conditions of this Order Acknowledgment will not be enforceable and will not amend this Order Acknowledgment or constitute an agreement between Customer and Seller. This Order Acknowledgment and the Credit Application/Sales Agreement (if executed) constitute the complete and integrated agreement between Customer and Seller and cannot be amended unless in writing and signed by Seller and Customer.
10. Any person confirming this Order Acknowledgment on behalf of Customer represents and warrants to Seller that he or she

has authority to bind Customer to the terms and conditions of this Order Acknowledgment.

Customer (as defined above) hereby confirms and agrees to the terms and conditions herein:

Name of	person	Signing	101	customer.	_
Print Nar	ne:				

Date:	

JS Custom Crete, Inc 4334 N 2400 E Filer, ID 83328 Jerry (208) 731-2296

jscustomcrete@gmail.com

Name / Address

City of Ketchum Ramsey Hoehn P.O. Box 2315 Ketchum,ID 83340

Project Median Island Description Qty Rate Total Mounted Vertical Curb--LF 65 125.00 8,125.00 Stamped Concrete--SF 130 40.00 5,200.00 Cast Domes--EACH 10 750.00 7,500.00 8" Concrete Slab--SF 100 25.00 2,500.00 Excavation--EACH 1 8,900.00 8,900.00 Mobilization -- EACH 4 650.00 2,600.00 1 3,500.00 3,500.00 Titan Mix 2'x4' Pole Bases 3 2,500.00 7,500.00 This is a quotation on the goods named, subject to the conditions noted below: (18% **Total** \$45,825.00 finance charge will be assessed on invoices 30 days past due. When an invoice becomes 60+ days past due, you agree to pay all costs of collection, attorney fees,

Estimate

Date	Estimate #
6/10/2022	888-A

court fees and filing fees, including charges that may be assessed by a collection



City of Ketchum

July 5, 2022

Mayor Bradshaw and City Councilors City of Ketchum Ketchum, Idaho

Mayor Bradshaw and City Councilors:

Recommendation to Approve Purchase Order 22110 With Evident Scientific for a Phase Contrast Microscope

Recommendation and Summary

Staff is recommending the council approve Purchase Order 22110 with Evident Scientific and adopt the following motion:

"I move to approve Purchase Order 22110 with Evident Scientific for the purchase of a Phase Contrast Microscope to be used at the wastewater treatment plant laboratory in the amount of \$5,709.10 plus shipping."

The reasons for the recommendation are as follows:

- This microscope is necessary to implement a new biological monitoring and control program we wish to implement at the wastewater treatment plant (WWTP) to enhance our treatment abilities.
- The current microscope does not have the capability to process the samples required for the new program.

Introduction and History

The WWTP laboratory technician has identified a new monitoring program which will enhance the biological removal processes at the treatment plant. The microbiology sampling and monitoring techniques for this program require a microscope with phase contrast capabilities.

<u>Analysis</u>

The laboratory technician worked closely with Evident Scientific to customize this microscope to meet the requirements of the new program. Other vendors were considered but itemized quotes were not requested. Evident Scientific demonstrated lower pricing in preliminary discussions and were determined to be the best supplier for our need.

Sustainability

This purchase does not apply to the current sustainability plan.

Financial Impact

Funds for the purchase of the microscope will come from capital improvement funds in the Wastewater Expenditures Budget and were budgeted for FY22. As a capital expenditure, this expense will be shared equally with the Sun Valley Water and Sewer District.

Attachments:

Quote QT-U1353803 from Evident Scientific Purchase Order 22110

E♥IDENT

Olympus Scientific Solutions Americas Corp DBA EVIDENT SCIENTIFIC 48 Woerd Ave Waltham MA, 02453, United States Tel: (800) 225-8330 ordersmicro@olympus.com http://www.olympus-lifescience.com http://www.olympus-ims.com

Bill to:

City of Ketchum Zach Hoefer Ketchum, ID 83340, United States

Quotation

Quotation #	QT-U1353803	
	CX43 MICROSCOPE W/PHASE CONTRAST AN CAMERA	
Date	May 24, 2022	

Ship to:

Zach Hoefer City of Ketchum Ketchum ID 83340 United States

Expires	Customer Ref #	Contact Name	Contact Phone	Contact Email	Customer Fax	Ship Via
Aug 22, 2022		Zach Hoefer (33816317)	2087267825	ZHoefer@ketchumidaho.org		
Payment Terms	Incoterms	Currency	Sales Rep	Sales Rep Phone	Sales Rep Email	Second Sales Rep
Pending Credit Check	EXW-ORIGIN	U.S. Doliar	Kent Leatherwood	(503) 250-4335	kent.leatherwood@olympus-ossa.com	

P/N	Qty	Description	Tax	Unit Price	Discount	Net Unit Price	Extended Price
		Frame					
CX43RF2	1	CX43RF-1-2; CX43 Upright Microscope Frame, Right-Hand Stage Controller, Fixed Condenser, LED Illumination	Y	1,001.00	20%	800.80	800.80
UYCP-11	2	UYCP-11; US Style 3-prong Power Cord	Y	21.00	0%	21.00	42.00
		Observation			[
3-U1152	1	U-CTR30-2-2;TRINOCULAR OBSERVATION TUBE,50/50 LIGHT SPLIT	Y	979.00	20%	783.20	783.20
2-U0502	2	WHB10X; WIDEFIELD 10X EYEPIECE FN20	Y	127.00	20%	101.60	203.20
1-U2C0532	1	PLCN10XPH-1-7; PLAN C ACHROMAT 10X PH OBJ, Ph1, NA 0.25, WD 10.6MM	Y	323.00	20%	258.40	258.40
1-U2C0552	1	PLCN20XPH-1-7; PLAN C ACHROMAT 20X OBJ, PH1, NA0.40, WD1.2MM	Y	414.00	0%	414.00	414.00
1-U2C0572	1	PLCN40XPH-1-7; PLAN C ACHROMAT 40X OBJ, PH2, NA0.65, WD0.6MM	Y	546.00	20%	436.80	436.80
1-U2C0652	1	PLCN100XOPH-1-7; PLAN C ACHROMAT 100X OIL OBJ, PH3, NA1.25, WD0.15MM	Y	811.00	20%	648.80	648.80
		Accessories					
OMT-005	1	LOGO CLOTH DUSTCOVER 22X21, ANTI-STATIC FOR CX	Y	22.00	0%	22.00	22.00
Z-8A052	1	20.4-RH; EYEPIECE MICROMETER HOLDER FOR WHB10X EYEPIECES	Y	32.00	0%	32.00	32.00
OKR-999-20-4	1	Waste Water RETICLE 20.4MM DIA	Y	165.00	0%	165.00	165.00
2-P791	1	CT-5;CENTERING TELESCOPE FOR PHASE CONTRAST	Y	258.00	20%	206.40	206.40
		Camera .					
SIS-EP50		EP50; 1/1.8", 5MP color CMOS, 60fps for HDMI, 25fps for WLAN, HDMI, USB2.0 for WLAN adapter, a mouse, or Ethernet adapter. Incl. SD card, HDMi cable, Ethenet adapter, AC adapter, USB mouse. Not incl. WLAN adapter, power cord	Y	1,019.00	0%	1,019.00	1,019.00
SIS-EP50WIFI	1	WLAN adapter for EP50	Y	36.00	0%	36.00	36.00
DI-DE50BXC	1	DE50BXC;0.5X C-MOUNT FOR OLYMPUS STANDARD PHOTO PORT	Y	659.00	2.66%	641.50	641.50

E∛IDENT

Olympus Scientific Solutions Americas Corp DBA EVIDENT SCIENTIFIC 48 Woerd Ave Waltham MA, 02453, United States Tel: (800) 225-8330 ordersmicro@olympus.com http://www.olympus-lifescience.com http://www.olympus-ims.com

Quotation

Quotation #	QT-U1353803		
Quote title	CX43 MICROSCOPE W/PHASE CONTRAST AND CAMERA		
Date	May 24, 2022		

P/N	Qty	Description	Tax	Unit Price	Discount	Net Unit Price	Extended Price
		Optional Service Contract – Call 1-800-225-8330 Option 4 or email SC.CV@olympus.com Designed to protect your investment and minimize downtime, a Service Contract helps you focus on your research. Keep your high-quality imaging system operating at peak performance with a Gold or Platinum Service Contract. Programs provide the following benefits: • Priority service • Pre-approved service authorization, no waiting for a purchase order • Includes parts, labor, and travel (if applicable) • World-class service performed by Olympus licensed, service experts • Predictable service costs with single or multi-year options • Optional annual Preventative Maintenance For ordering products: If you wish to place an order with Olympus Scientific Solutions Americas Corp., please email your hard copy Purchase Order to ordersmicro@olympus.com Olympus Scientific Solutions Americas Corp. accepts payment by Visa, Mastercard or American Express. To place a credit card order, please call 800-225-8330 and select Option #1.					
Olympus will prepay and add shipping costs unless y • Orders and warranty for Olympus equipment are lifescience.com/en/product.terms-and-conditional. • Orders received and confirmed for custom manufact • Olympus reserves the right to charge a restocking for • Your quotation may be prepared as taxable due to t from your quote, please provide your tax exempt form	therwise state our carrier coll accepted bas ured products e if confirmed he financial of along with you	In this quotation. Shipping charges will be added to your invoice at the time of shipment. lect account number is provided. sed on Olympus terms and conditions. You can view these terms at <u>https://www.olympus-</u> may not be cancelled or returned without written authorization from Olympus. order is cancelled or returned. bligations for the state you are located in. If you are tax exempt and need to have tax removed			Total S	it Price : Gavings : Subtotal : ax (8%) :	\$6,561.00 \$851.90 \$5,709.10 456.73 \$6,165.83

We invite you to share your opinion about our products and service. Please email customerfeedback@olympus.com with your feedback regarding Olympus



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: 22110

Type text here

To:	Ship to:
5825 OLYMPUS SCIENTIFIC SOLUTIONS AMERICAS 48 WOERD AVE WALTHAM MA 02453	CITY OF KETCHUM PO BOX 2315 KETCHUM ID 83340

P. O. Date	Created By	Requested By	Department	Req Number	Terms
06/29/2022	kchoma	kchoma		0	

Quantity	Description	435004	Unit Price 5 709 10	Total
1.00	CX43 MICROSCOPE W/PHASE CONTR 67-4350-7812 Reference Quote QT-U1353803	435004	5,709.10	5,709.10
		SHIPPING &	HANDLING	0.00
		TOTAL P	O AMOUNT	5,709.10



City of Ketchum

July 5, 2022

Mayor Bradshaw and City Councilors City of Ketchum Ketchum, Idaho

Mayor Bradshaw and City Councilors:

Recommendation to Authorize the Mayor to Sign an Agreement with Wagon Days Artist

Recommendation and Summary

Staff recommends Council authorize the mayor to sign an Agreement with the Wagon Days artist who will perform at the Street Party following the Big Hitch Parade at the Wagon Days Weekend celebration. Staff also recommends Council authorize payment of the 50% deposit required in contract.

"I move to authorize the mayor to sign the Agreement with the Wagon Days Street Party artist."

The reasons for the recommendation are as follows:

- This is Wagon Days' 65th year.
- Due to the COVID-19 pandemic and budget constraints, it has been two years since the city has held the Wagon Days Street Party.

Introduction and History

Wagon Days Weekend is the City of Ketchum's premier event and is in its 65th year. In 2016, the city added a Street Party to the list of activities, which takes place after the parade. The Street Party had very good attendance, keeping people in town longer to enjoy the day and visit local businesses and restaurants after the parade. This event also helps minimize traffic flow. The city has hosted appearances by Lucas Nelson in 2017, The Last Bandoleros in 2018, and Brandon Lay in 2019.

City staff is currently working with RJK Entertainment to secure an artist for the Street Party. An offer was submitted on Wednesday, June 29, 2022. If the offer is accepted, staff will work with the city attorney on contract details to ensure it meets the requirements of the city. The offer includes a \$20,000 flat fee to the artist along with lodging and ground transportation from Friedman Memorial Airport. The city will also provide a stage, sound, engineer and backline for the band. Once the offer is accepted, staff will share the details of the contract and information on the artist with City Council.

Financial Impact

Street Party expenses will be covered from the fund balance carry over from prior years of \$39,999. Use of these funds is included in the amended budget that will be presented to Council on July 18.



City of Ketchum

July 5, 2022

Mayor Bradshaw and City Councilors City of Ketchum Ketchum, Idaho

Mayor Bradshaw and City Councilors:

Recommendation to Approve the 1st & Sun Valley Office Building Condominium Subdivision Preliminary Plat Application.

Recommendation and Summary

Staff recommends the Ketchum City Council review and approve the Condominium Subdivision Preliminary Plat application for the proposed 1^{st} & Sun Valley Office Building.

Recommended Motion:

"I move to approve the 1st & Sun Valley Office Building Condominium Subdivision Preliminary Plat Application File No. P22-019 subject to conditions #1 and #2."

The reasons for the recommendation are as follows:

- The Condominium Subdivision Preliminary Plat proposes to subdivide the commercial building into 5 condominium units for business tenants. The request to subdivide the office building into condominium units meets all applicable standards outlined in the City's subdivision regulations.
- The Ketchum Planning and Zoning Commission conducted the required public hearing for the 1st & Sun Valley Office Building Design Review (Application File No. P21-100) and Condominium Subdivision Preliminary Plat (Application File No. P22-019) concurrently in accordance with Idaho Code §67-6522 during their regular meeting on May 24th, 2022. The Planning and Zoning Commission unanimously approved the 1st & Sun Valley Office Building Design Review application and unanimously recommended approval of the Condominium Subdivision Preliminary Plat application to the Ketchum City Council.

<u>Analysis</u>

The 1st & Sun Valley Office Building project proposes to develop a new three-story commercial office building at the northeast corner of 1st Avenue and Sun Valley Road within the Mixed-Use Subdistrict of the Community Core (CC-2 Zone). The office building is proposed to be subdivided into 5 condominium units for business tenants.

The office building does not contain a parking garage. 7 on-site spaces are provided within the semienclosed surface parking area accessed from the block 37 alley. 7 on-site spaces are provided within the semi-enclosed surface parking area. 6 of these spaces are arranged in a tandem configuration. The Commission approved the tandem configuration for the commercial development because the 2 parking spaces within each tandem stall are both assigned to one commercial condominium unit and designated as limited common elements on the preliminary plat map. The project takes advantage of the on-street parking credit that provides 4 on-street parking spaces per 5,5000 square feet of lot area for projects in the Community Core (KMC §17.125.050). These 4 on-street spaces may be credited toward nonresidential parking demand only after the 4 minimum required parking spaces are provided on site. Only existing and available parking spaces located directly adjacent to the property lines of the subject property may be counted towards the on-street parking credit. The 4 on-street credit spaces along Sun Valley Road and 1st Avenue directly adjacent to the property will meet the parking demand for the 2 office tenants that do not have parking spaces assigned to their condominium units on site. The ADA parking space must remain open for public customers and may not be assigned to an individual office tenant.

The project proposes to snowmelt the new paver sidewalks that will be installed along Sun Valley Road and 1st Avenue. The City Council has the authority to review and approve all permanent encroachments within the public right-of-way associated with a development project pursuant to Ketchum Municipal Code §17.96.030.C. Pursuant to condition of approval #4 of Design Review Application File No. P21-100, the Right-of-Way (ROW) Encroachment Permit for the sidewalk snowmelt system as well as the 2-foot canopy overhang along Sun Valley Road shall be approved by the City Council prior to issuance of a building permit for the project.

Sustainability

The subdivision application does not limit the ability of the city to reach the goals of the Ketchum Sustainability Action Plan – 2020.

Financial Impact

There is no financial requirement from the city for this action.

<u>Attachments</u>

- A. Condominium Subdivision Preliminary Plat Application File No. P22- 019 Submittal
- B. Draft City Council Findings of Fact, Conclusions of Law, and Decision

Attachment A Condominium Subdivision Preliminary Plat Application File No. P22- 019 Submittal



City of Ketchum Planning & Building

OFFICIAL USE ONLY
Applica 22-09
Date Rear 122
By: Siplath
Fee Pai2 6751
Approved Date:
By:

Subdivision Application

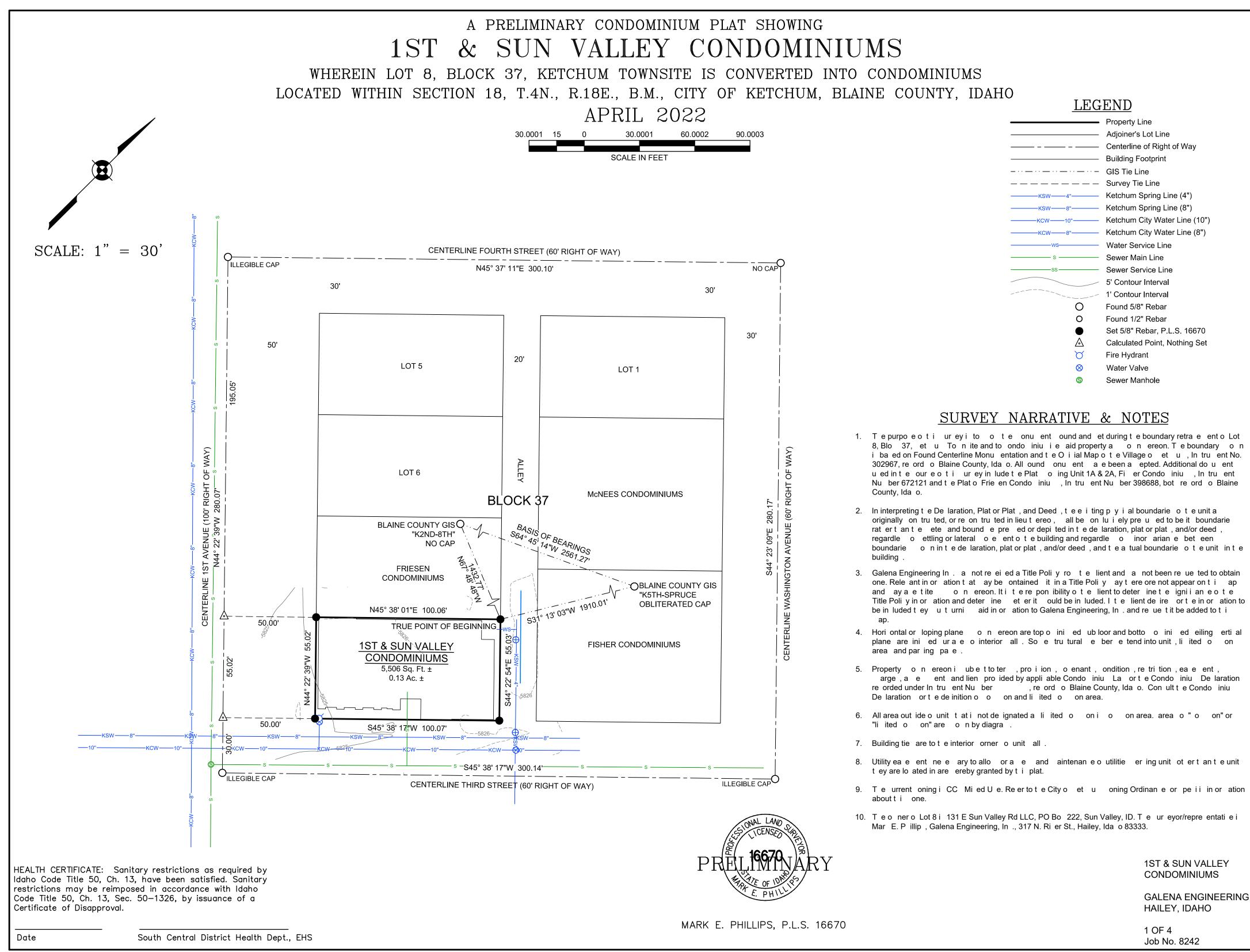
Submit completed application and payment to the Planning and Building Department electronically to planningandzoning@ketchumidaho.org. Once your application has been recieved, we will review it and cpntact you with next steps. If you have questions, please contact the Planning and Building Department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

	A	PPLICANT INFORMATION	
Name of Proposed Sul	odivision: 1st & Sun	Valley Office Build	ding
	E Sun Valley Rd LLC		
Address of Owner: P.C	D. Box 222, Sun Valley Id	aho, 83353	
Representative of Own	ner: Reid Sanburn	····	
Legal Description: Lot 8	, Block 37, Ketchum Townsite		
Street Address: 131 E	Sun Valley Rd		
	SU	BDIVISION INFORMATION	
Number of Lots/Parce	ls: 5		
Total Land Area: 5,500) sf		
Current Zoning Distric	t: CC-2 (Community Core	- Mixed Use)	
Proposed Zoning Distr	ict: CC-2 (Community Cor	re - Mixed Use)	
Overlay District: N/A			
		TYPE OF SUBDIVISION	
Condominium 🗖	Land 🗆	PUD 🗆	Townhouse 🗆
Adjacent land in same	ownership in acres or squar	re feet:	
Easements to be dedic Mutual Reciprocal E	cated on the final plat: Easements		
This new build deve		prior to final plat approval: are to be divided into their ov downs in utility, service, and	wn condominiums with shared construction costs.
	A	DDITIONAL INFORMATION	
All lighting must be in	compliance with the City of	f Ketchum's Dark Sky Ordinance	
			ns and/or Condominium Declarations
	•	ecorded deed to the subject pro	operty
One (1) copy of the pr			
		nat to planningandzoning@ketc	humidaho.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.

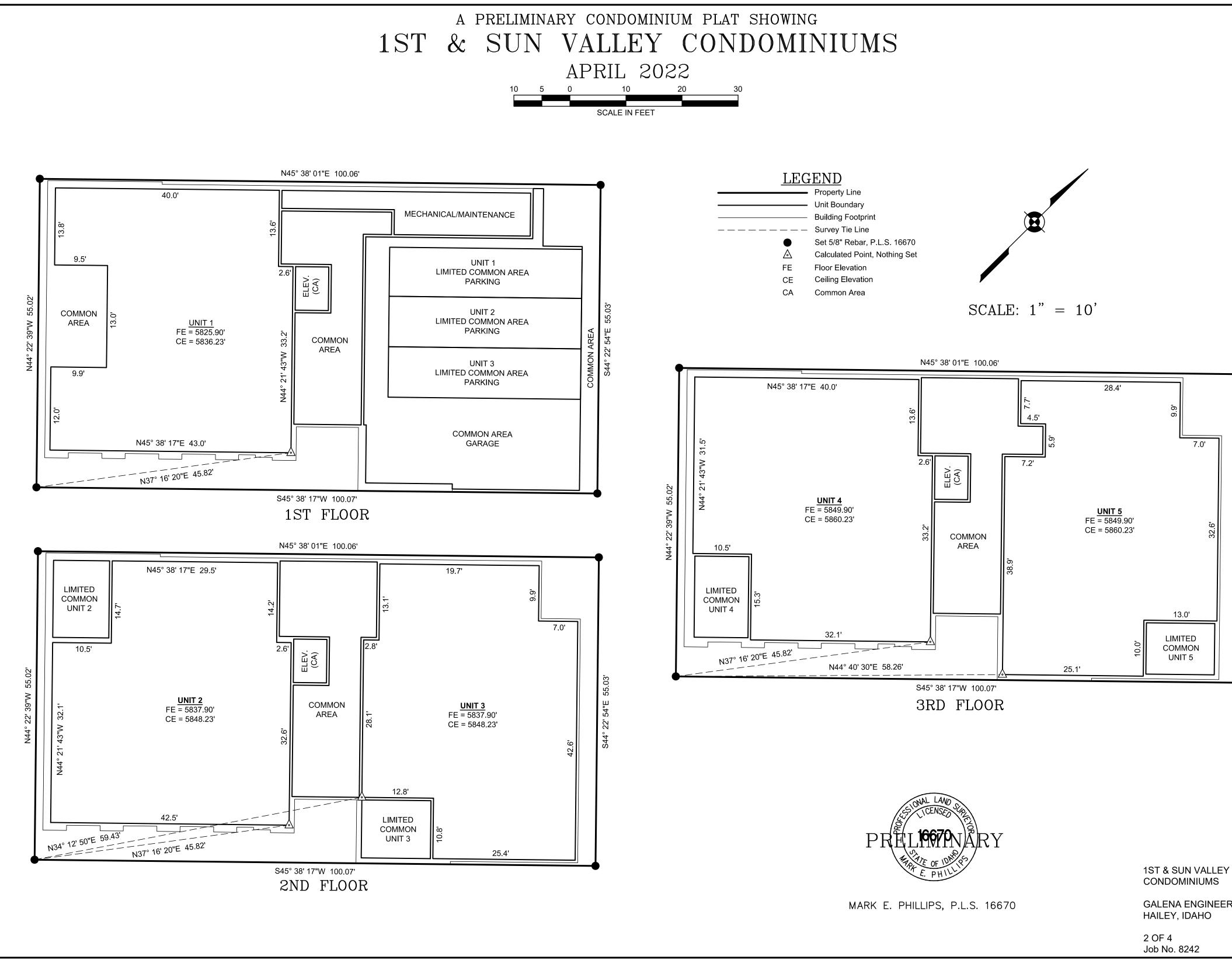
Sean Ily-	03/10/2022
Applicant Signature	Date
Once your application has been received, we	will review it and contact you with next steps.No further action is required at this time.

191 5th St. West | P.O. Box 2315 | Ketchum, ID 83340 | main 208.726.7801 | fax 208.726.7812



Job No. 8242

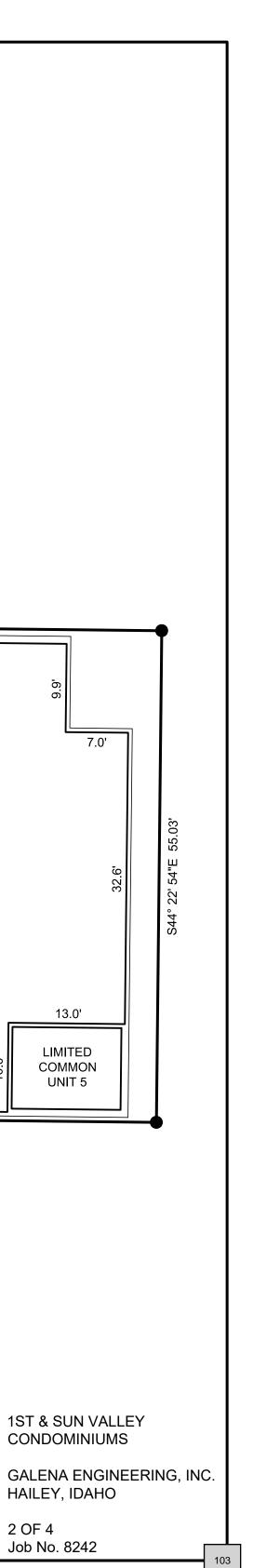
GALENA ENGINEERING. INC.

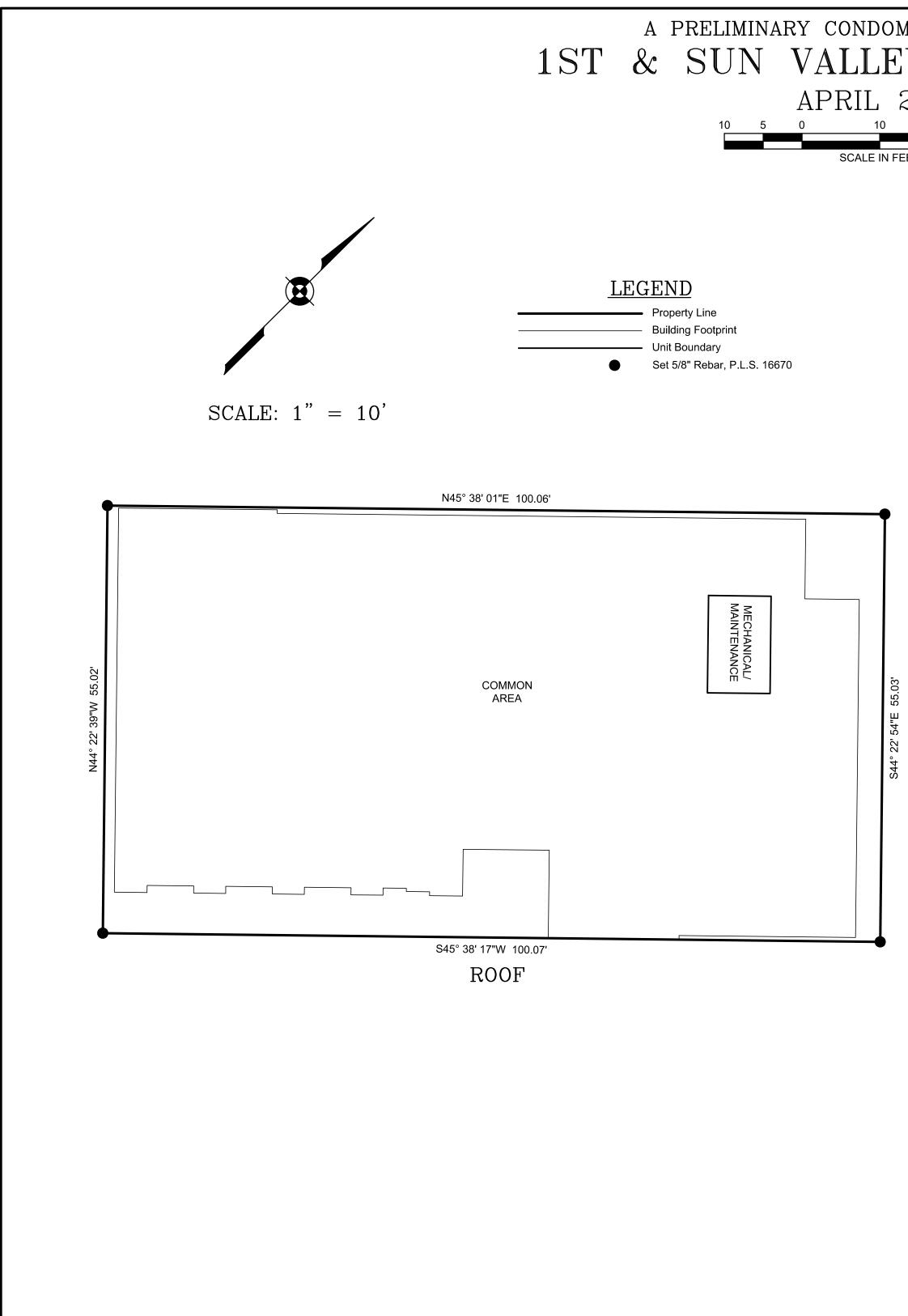


CONDOMINIUMS

HAILEY, IDAHO

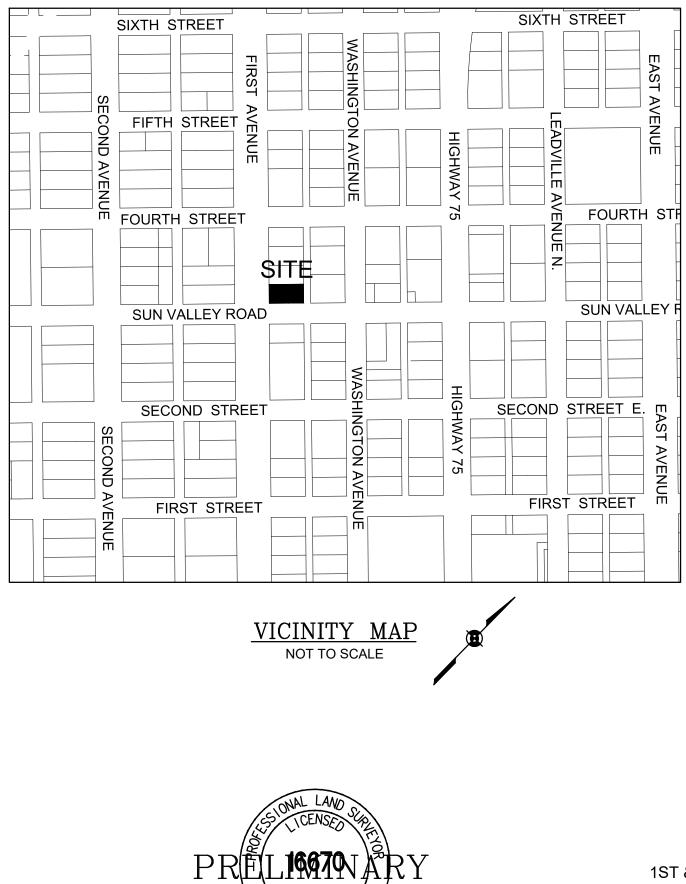
Job No. 8242





A PRELIMINARY CONDOMINIUM PLAT SHOWING 1ST & SUN VALLEY CONDOMINIUMS

APRIL 2022 20 SCALE IN FEET

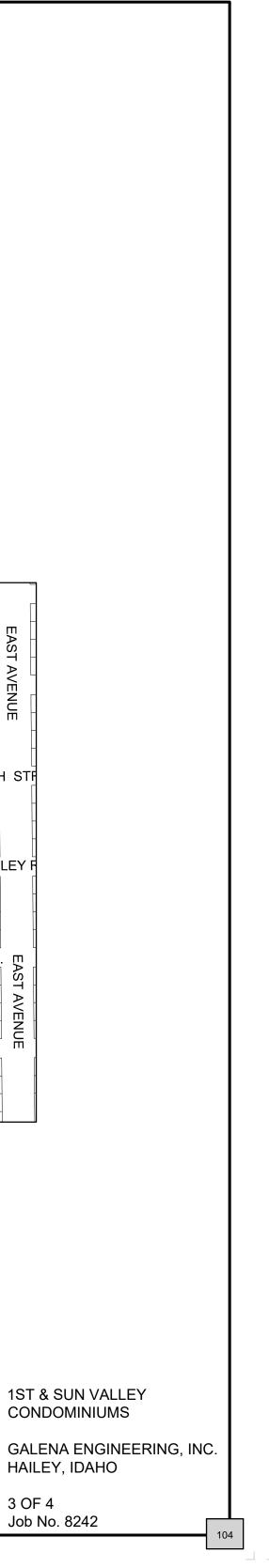


CONDOMINIUMS

HAILEY, IDAHO

MARK E. PHILLIPS, P.L.S. 16670

3 OF 4 Job No. 8242





Order Number: 21408536

Warranty Deed

For value received,

W Bear, LLC, an Idaho limited liability company

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

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

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

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

See Exhibit A, attached hereto and incorporated herein.

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

Remainder of page intentionally left blank.

Dated: June 30, 2021

W Bear, LLC, an Idaho limited liability company

K photocological By: Robert Korb, Sole Member

State of UDAHO, County of BLAINE, ss.

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

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

Notary Public Kpires: ______ Residing In: ___ My Commission Expires: ___

and a stand and a stand	Acres De Street
	P.
COMMISSION #3472 NOTARY PUBLIC STATE OF IDAHO	20
S NOTARY PUBLIC	· · · ·
STATE OF IDAHO	
CRUSSES STORES STORES STORES	

EXHIBIT A LEGAL DESCRIPTION OF THE PREMISES

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

.

Sun Valley Title

Authorized Agent for:

T A TitleOne Company

Sun Valley Title

Title Resources Guaranty Company

File Number: 21408536

(208)726-9341

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 WarnerBeth Landesali@sunvalleytitle.combeth.landes@sunvalleytitle.com

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

Matt Bogue Paul Kenny & Matt Bogue Real Estate LLC matt@kenny-bogue.com (208)720-7948

Matt Bogue matt@kenny-bogue.com (208)720-7948 Matt Gelso mgelso@kenny-bogue.com (530) 448-9470 Paul Kenny paul@kenny-bogue.com (208) 726-1918



Commitment No. 21408536

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, <u>TITLE</u> <u>RESOURCES GUARANTY COMPANY</u>, a Texas corporation (the "Company"), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Policy Amount and the name of the Proposed Insured.

If all of the Schedule B, Part I—Requirements have not been met within 180 days after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by Title Resources Guaranty 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.

TRGC Form: Comm16 ALTA Commitment Form Adopted 6-17-2006 Revised 08-01-2016 Technical Corrections 04-02-2018



COMMITMENT CONDITIONS

1. DEFINITIONS

- (a) "Knowledge" or "Known": Actual or imputed knowledge, but not constructive notice imparted by the Public Records.
- (b) "Land": The land described in Schedule A and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
- (c) "Mortgage": A mortgage, deed of trust, or other security instrument, including one evidenced by electronic means authorized by law.
- (d) "Policy": Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.
- (e) "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
- (f) "Proposed Policy Amount": Each dollar amount specified in Schedule A as the Proposed Policy Amount of each Policy to be issued pursuant to this Commitment.
- (g) "Public Records": Records established under state statutes at the Commitment Date for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge.
- (h) "Title": The estate or interest described in Schedule A.
- 2. If all of the Schedule B, Part I—Requirements have not been met within the time period specified in the Commitment to Issue Policy, this Commitment terminates and the Company's liability and obligation end.
- 3. The Company's liability and obligation is limited by and this Commitment is not valid without:
 - (a) the Notice;
 - (b) the Commitment to Issue Policy;
 - (c) the Commitment Conditions;
 - (d) Schedule A;
 - (e) Schedule B, Part I—Requirements; and
 - (f) Schedule B, Part II—Exceptions; and
 - (g) a counter-signature by the Company or its issuing agent that may be in electronic form.

4. COMPANY'S RIGHT TO AMEND

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

5. LIMITATIONS OF LIABILITY

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

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by Title Resources Guaranty 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.

TRGC Form: Comm16 ALTA Commitment Form Adopted 6-17-2006 Revised 08-01-2016 Technical Corrections 04-02-2018

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- (c) The Company will only have liability under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.
- (d) The Company's liability shall not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Conditions 5(a)(i) through 5(a)(iii) or the Proposed Policy Amount.
- (e) The Company shall not be liable for the content of the Transaction Identification Data, if any.
- (f) In no event shall the Company be obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I—Requirements have been met to the satisfaction of the Company.
- (g) In any event, the Company's liability is limited by the terms and provisions of the Policy.

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

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

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

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

8. PRO-FORMA POLICY

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

9. ARBITRATION

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

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by Title Resources Guaranty 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.

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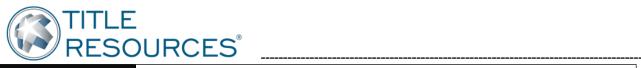
 $\frac{\text{Sun Valley Title}}{\widehat{\boldsymbol{\Phi}} \text{ A TitleOne Company}}$

Privacy Policy Notice

Rev. 10-23-2017

FACTS	WHAT DOES SUN VALLEY TI	FLE DO WITH Y	OUR 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?	The types of personal information we collect and share depend on the product or service you have with us. This information can include:								
	Payment history and cred	 Social Security number and account balances Payment history and credit card or other debt Checking account information and wire transfer instructions 							
	When you are <i>no longer</i> our custon in this notice.	mer, we continue	to share your information as described						
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.								
	whether you can mint this sharing.								
Reasons we can share	your personal information	Does Sun Valley Titleshare?	Can you limit this sharing?						
For our everyday busi process your transacti	your personal information iness purposes – such as to ions, maintain your account(s), rs and legal investigations, or	Does Sun Valley	Can you limit this sharing? No						
For our everyday busi process your transacti respond to court order report to credit burea	your personal information iness purposes – such as to ions, maintain your account(s), rs and legal investigations, or	Does Sun Valley Titleshare?							
For our everyday busi process your transacti respond to court order report to credit bureat For our marketing pu services to you	your personal information iness purposes – such as to ions, maintain your account(s), rs and legal investigations, or us	Does Sun Valley Titleshare? Yes	No						
For our everyday busi process your transacti respond to court order report to credit bureau For our marketing pu services to you For joint marketing w For our affiliates' ever	your personal information iness purposes – such as to ions, maintain your account(s), rs and legal investigations, or us rposes- to offer our products and rith other financial companies ryday business purposes-	Does Sun Valley Titleshare? Yes No	No We don't share						
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For our everyday busi process your transacti respond to court order report to credit burear For our marketing pu services to you For joint marketing w For our affiliates' even information about you For our affiliates' even information about you	your personal information iness purposes – such as to ions, maintain your account(s), rs and legal investigations, or us rposes- to offer our products and rith other financial companies ryday business purposes- ur transactions and experiences ryday business purposes- ur creditworthiness arket to you	Does Sun Valley Titleshare? Yes No Yes No	No We don't share We don't share No We don't share						

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?	 We collect your personal information, for example, when you Apply for insurance or pay insurance premiums Provide your mortgage information or show your driver's license Give us your contact information We also collect your personal information from others, such as credit bureaus, affiliates, or other companies.
Why can't I limit all sharing?	 Federal law gives you the right to limit only 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 State laws and individual companies may give you additional rights to limit sharing.
Definitions	
Affiliates	 Companies related by common ownership or control. They can be financial and nonfinancial companies. 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 Realogy Title Group.
Nonaffiliates	 Companies not related by common ownership or control. They can be financial and nonfinancial companies. Sun Valley Title does not share with nonaffiliates so they can market to you.
Joint Marketing	 A formal agreement between nonaffiliated financial companies that together market financial products or service to you. Sun Valley Title does not share with nonaffiliated financial companies for joint marketing purposes.
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



FACTS								
	S 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?	 The types of personal information we collect and share depend on the product or service you have with us. This information can include: Social Security number and account balances Payment history and credit card or other debt 							
	Checking account information	on and wire transfer i	nstructions					
	When you are <i>no longer</i> our custo in this notice.	omer, we continue to s	share your information as described					
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	n share your personal	Does TITLE						
information	n shure your personur	RESOURCES GUARANTY COMPANY share?	Can you limit this sharing?					
	, ,	RESOURCES GUARANTY COMPANY	Can you limit this sharing?					
For our everyday by process your transact	usiness purposes – such as to ions, maintain your account(s), ers and legal investigations, or	RESOURCES GUARANTY COMPANY	No					
For our everyday by process your transact respond to court ord report to credit bureau For our marketing p	usiness purposes – such as to ions, maintain your account(s), ers and legal investigations, or	RESOURCES GUARANTY COMPANY share?						
For our everyday by process your transact respond to court ord report to credit bureat For our marketing p and services to you	usiness purposes – such as to ions, maintain your account(s), ers and legal investigations, or us	RESOURCES GUARANTY COMPANY share? Yes	No					
For our everyday by process your transact respond to court ord report to credit bureau For our marketing p and services to you For joint marketing w For our affiliates'	usiness purposes – such as to ions, maintain your account(s), ers and legal investigations, or us purposes- to offer our products ith other financial companies everyday business purposes-	RESOURCES GUARANTY COMPANY share? Yes No	No We don't share					
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Page 2	
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?	 We collect your personal information, for example, when you Apply for insurance or pay insurance premiums Provide your mortgage information or show your driver's license Give us your contact information We also collect your personal information from others, such as credit bureaus, affiliates, or other companies.
Why can't I limit all sharing?	 Federal law gives you the right to limit only 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 State laws and individual companies may give you additional rights to limit sharing.
Definitions	
Affiliates	 Companies related by common ownership or control. They can be financial and nonfinancial companies. 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.
Nonaffiliates	 Companies not related by common ownership or control. They can be financial and nonfinancial companies. <i>TITLE RESOURCES GUARANTY COMPANY does not share with nonaffiliates so they can market to you.</i>
Joint Marketing Other Important Information	 A formal agreement between nonaffiliated financial companies that together market financial products or service to you. <i>TITLE RESOURCES GUARANTY COMPANY does not share with nonaffiliated financial companies for joint marketing purposes.</i>
For European Union Customers	Please see our Privacy Policy located at
For our California Customers	https://www.trgc.com/privacypolicy 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:
 21408536

SCHEDULE A

- 1. Commitment Date: March 23, 2021 at 07:30 AM
- 2. Policy or Policies to be issued:

X ALTA Owners Policy (6/17/06) Proposed Insured: Reid Sanborn Standard Coverage

Policy Amount: Premium: \$1,500,000.00 \$4,055.00

- 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: W Bear, LLC, an Idaho limited liability company
- 5. The Land described as follows: See Attached Schedule C
- **Title Resources Guaranty Company**

TitleOne Corporation dba Sun Valley Title

By:



Title Resources Guaranty Company

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by Title Resources Guaranty 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.

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:

131 E Sun Valley Rd, 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 Operating Agreement and other related documents for W Bear, 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.

 Taxes, including any assessments collected therewith, for the year 2020 for which the first installment is paid, and the second installment is due and payable on or before June 21, 2021.
 Parcel Number: RPK00000370080
 Original Amount: \$4,355.56
 Without homeowner's exemption

9. Taxes, including any assessments collected therewith, for the year 2021 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. Reservations and exceptions in a United States Patent, and in the act authorizing the issuance thereof, recorded March 14, 1944 as Instrument No. <u>86677</u>.

13. 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.

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14. Rights of tenants in possession.

(End of Exceptions)

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SCHEDULE C

Legal Description:

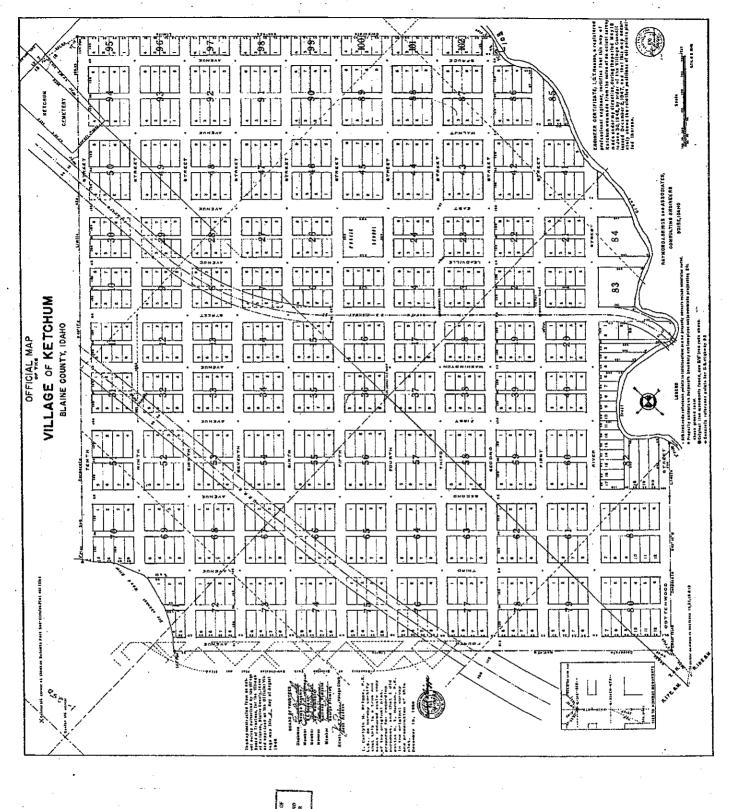
Lot 8, Block 37 of the VILLAGE OF KETCHUM, BLAINE COUNTY, IDAHO, according to the official plat thereof, recorded as Instrument No. 302967, records of Blaine County, Idaho.

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SUN VALLEY

30296

NSC:

m Chandler

31F		Parcel Number			Property		I Description CHUM				ase Code ncr Code A)3-001)3-014	
	R I	RPK000003700					F	Project Name KETCHUM 003-001						
SOUL	VIE	Property Address 131 E SUN VALLEY RD KETCHUM ID 83340								F	Parcel State Property Ty Sub Type		ctive eal Prop	perty
Owner/C W BEA	contact Nar AR LLC	me	Type OWNER	Relationship	Owner% 100.00%	BO	ng Address 〈249 「CHUM ID 83340			H T L F	and Group (ETCHUN fownship 4N cocation Co Parcel Type Coning	1 TOWNSIT Range 17E ode Ef		ection 13
							ociated Parcels P00000C5180		Building None	1	Reappraisanspection	Date 02)16 2/11/201 ₋R	6
						Parc	el Exemption: None			c	B:No NO	: No		
Tax Certi	ification		District	Roll Type Units	Amount	Instr	ument Eff Date	Action	S	Source Target	Comme	nts		
		CHARACTERISTIC		ROLLS		ACRES		ALUATION SUM	IMARY		1	URBAN	RENEV	VAL
		uffix Description		essed Occup			Assessed Value	Exemption An		t Taxable Value		axable Base		Taxable Incr
	LAND			MARY NO		0.126	\$ 728,750	\$	\$	728,750	\$	385,000	·····	343,750
42	COMM	1	PRI	MARY NO	DEDTALS:	0.126	\$ 16,445 \$ 745,195	\$	\$	16,445 745,195	\$ \$	16,445 401,445		0 343,750

ROLL STATUS: E Equalized (Final)



W BEAR LLC BOX 249

KETCHUM ID 83340

BLAINE COUNTY TREASURER JOHN DAVID DAVIDSON 219 1ST AVE SOUTH SUITE 102

HAILEY ID 83333 TELEPHONE: (208) 788-5530 TAX MASTER INQUIRY

PARCEL NUMBER

TAX CODE AREA 003-001

LEGAL DESCRIPTION KETCHUM LOT 8 BLK 37 5500SF

PRIMARY PROPERTY ADDRESS 131 E SUN VALLEY RD KETCHUM ID 83340

BA	LANCE DUE	INTEREST DATE 03/26/2021
\$	2,177.78	BALANCE AS OF
	TOTAL	03/26/2021 3:21 pm

Tax Year Assessment Roll										Bill N	lumber: 333848
2020 PRIMARY		FIRST HALF		SECOND HALF	ſ		FULL YEAR		VALUA	TION	
TAX / CERTIFICATION Charges Adjustments Payments	\$ \$ \$	2,177.78 0 -2,177.78	\$ \$ \$	2,177.78 0 0		\$ \$ \$	4,355.56 0 -2,177.78		E:	\$	745,195
LATE CHARGE					-				CHAR	GES	
Charges/Adjustments Payments	\$ \$	0 0	\$ \$	0 0		\$ \$	0 0	Tax Code Area: Tax Charge: Certifications:	003-001	Levy: \$	0.005844856 4,355.56 0
FEES								TOTAL CHARGE	S:	φ \$	4,355.56
Charges/Adjustments Payments	\$ \$	0 0	\$ \$	0 0		\$ \$	0 0			Ŧ	.,
INTEREST	_				-						
Charges/Adjustments Payments	\$ \$	0 0	\$ \$	0 0		\$ \$	0 0				
AMOUNT DUE	\$	0	\$	2,177.78		\$	2,177.78				

The amount due shown here is as of 3:21 pm on March 26, 2021, with interest calculated to March 26, 2021.

[PT4pbF] Public Tax Main Screen - Parcel# [RPK00000370080]									×		
WB	EAR LLC			Ban	k Code		Details	;	Possible Deferred		e Paid \$ bRoll
		Cod	e Area	003001	District	s					
	× 249				Values	Pro	perty Descripti	on			
KET	CHUM ID 83340-00	000								🖷 H	istory
					Interest [Date 3/2	6/2021	C	alculate		Print
									2,177.78		
					Total Du			2	.,177.70		
Yea	ar Amount Due Full Year	Amount Du 1st Half			Cert Chg 1 II Year	Fax/Cert Pay Full Year		Cert Adj Year	Late Charge Full Year	e Fees Full Yea	^
2020	2177.7).00 2177		4355.56	-2177.78	Full	0.00			.00
2019	0.0				4540.26	-4540.26		0.00			.00
2018	0.0				4370.78	-4370.78		0.00			.00
2017	0.0				3866.94	-3866.94		0.00			.00
2016	0.0				3894.30	-3894.30		0.00			.00
2015	0.0				3594.30	-3594.30		0.00			.00
2014	0.0				3211.08	-3211.08	0.00				.00
2013	0.0				3170.56 4205.00	-3170.56 -4205.00	0.00				.00
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				3							
Publi	c Pre-Paid Tax Su	mmary									^
<u>i</u> Ch	arde Summaria	, ,				-					
Ye	ear Assessment	Date Due	Total	Тах	Tax	Tax		Cert	Cert	Cert 🔨	
20	20 Primary	12/21/202	Payments -2177.78	Charge 4355.56	Paymer		ent 0.00	Charge 0.00	Payment 0.00	Adjustmei 0	
20		12/20/201	-4540.26	4540.26			0.00	0.00	0.00	0	
20	18 Primary	12/20/201	-4370.78	4370.78	-4370.1	78 (0.00	0.00	0.00	Ū	
20		12/20/201	-3866.94	3866.94			0.00	0.00	0.00	0	
20		12/20/201	-3894.30 -3594.30	3894.30 3594.30			0.00	0.00	0.00	0	
20		12/20/201	-3211.08	3211.08			0.00 0.00	0.00	0.00	0	
20	13 Primary	12/20/201	-3170.56	3170.56			0.00	0.00	0.00	0	
20	12 Primary	12/20/201	-4205.00	4205.00	-4205.	00 (0.00	0.00	0.00	0	
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Be	fresh Parcel	RPK000003700	80		<< 1	Page Up	>> F	^p age Dn			

ARTICLES OF INCORPORATION OF 1ST AND SUN VALLEY OWNERS ASSOCIATION, INC.

The undersigned, for the purpose of forming a nonprofit corporation under the laws of the State of Idaho in compliance with the Idaho Nonprofit Corporation Act (Title 30, Chapter 30, Idaho Code), do hereby certify, declare, and adopt these Articles of Incorporation of 1st and Sun Valley Owners Association, Inc. ("Articles"):

ARTICLE I NAME

The name of the corporation is 1st and Sun Valley Owners Association, Inc. (the "Association").

ARTICLE II TERM

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

ARTICLE III NONPROFIT

The Association is a nonprofit, membership corporation.

ARTICLE IV REGISTERED AGENT

Reid Sanborn, whose street address is 291 N. First Ave., Ketchum, Idaho 83340, is hereby appointed as the initial registered agent of the Association.

ARTICLE V PURPOSE AND POWERS OF THE ASSOCIATION

The Association is formed to exercise all powers and privileges, and to perform all of the duties and obligations, of the Association as set forth in the Condominium Declaration for 1ST AND SUN VALLEY, as the same shall hereinafter be recorded in the real property records of Blaine County, Idaho, as may be amended from time to time according to its terms (the "**Declaration**"). The Declaration is incorporated by this reference as if fully set forth herein. Capitalized terms used and not defined in these Articles have the meanings set forth in the Declaration. The Association does not contemplate pecuniary gain or profit to the Members. The Association is formed for the purpose of acting as the "management body" of the Project in accordance with the Condominium Act.

ARTICLE VI MEMBERSHIP & VOTING RIGHTS

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

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

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

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

ARTICLE VII BOARD OF DIRECTORS

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

Reid Sanborn	291 N. First Ave. Ketchum, Idaho 83340
Scott Payne	PO Box 869 Ketchum, ID 83340
Steve Kearns	PO Box 3233 Ketchum, Idaho 83340
Jennifer Hoey	PO Box 6409 Ketchum, Idaho 83340
Bill Banta	PO Box 7250 Ketchum, Idaho 83340

ARTICLE VIII DISSOLUTION

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

ARTICLE IX AMENDMENTS

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

		ARTICLE X INCORPORATOR	
	The	e name and address of the incorporator of the Association is:	
		Reid Sanborn	
		291 N. First Ave.	
		Ketchum, Idaho 83340	
	IN	WITNESS WHEREOF, these Articles are executed effective this day of	,
202	2.		

Reid Sanborn, Incorporator

BYLAWS

OF

1ST AND SUN VALLEY OWNERS ASSOCIATION, INC.

These Bylaws (these "**Bylaws**") of 1st and Sun Valley Owners Association, Inc., an Idaho nonprofit corporation (the "Association"), are applicable to the Project as identified in that certain Condominium Declaration for 1st and Sun Valley, to be hereinafter recorded in the real property records of Blaine County, Idaho, as the same may be amended from time-to-time according to its terms (the "**Declaration**"). The Declaration is hereby incorporated herein in its entirety by this reference and made a part of these Bylaws as if set out in full herein, and all capitalized terms not otherwise defined herein have the meaning set forth in the Declaration.

ARTICLE 1 - MEMBERS

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

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

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

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

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

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

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

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

Section 1.7 Quorum. Except as otherwise provided in the Condominium Documents, the presence in person or by proxy of the Grantor constitutes a quorum during the Initial Development Period. After the Initial Development Period, the presence in person or by proxy of the Members representing thirty percent (30%) or more of the total voting power of the Association constitutes a quorum. The Members present at a duly called or held meeting at which a quorum is present may continue to do business until adjournment, notwithstanding the withdrawal of enough Members to leave less than a quorum. If any meeting cannot be held because a quorum is not present, the Members present may adjourn the meeting to a time not less than five (5) days nor more than thirty (30) days from the time the original meeting was scheduled, without notice other than announcement at the meeting. At such second meeting, the presence of Members representing no less than fifteen percent (15%) of the quorum required at the preceding meeting constitutes a quorum. Except as otherwise provided herein or in the Declaration, decisions and resolutions of the Association require an affirmative vote of the Members representing a majority of the total voting power present at an annual or special meeting of the Association at which a quorum is present.

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

Section 1.9 <u>Action without Meeting</u>. Any action which may be taken at a meeting of the Association, may be taken without a meeting if authorized in writing signed by all of the Members who

would be entitled to vote at a meeting for such purpose, and filed with the Association's secretary. Any action so approved will have the same effect as though taken at a meeting of the Members.

ARTICLE 2 - BOARD

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

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

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

Section 2.4 <u>Special Meetings</u>. Special meetings of the Board may be called by or at the request of the President or any two (2) directors. The person or persons authorized to call special meetings of the Board may fix any place as the place for holding any special meeting of the Board called by them. Whenever any director has been absent from any special meeting of the Board, an entry in the minutes to the effect that notice has been duly given in the manner provided in <u>Section 2.5</u> will be conclusive and incontrovertible evidence that due notice of such meeting was given to such director, as required by law and as provided herein.

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

Section 2.6 <u>Waiver of Notice</u>. Before or at any meeting of the Board, any director may in writing waive notice of such meeting and such waiver will be deemed equivalent to the giving of such notice. Attendance by a director at any meeting of the Board will be waiver of notice by that director of the time and place thereof. If all directors are present at any meeting of the Board, no notice will be required and any business may be transacted at such meeting. The transactions of any meeting of the Board, however called and noticed or wherever held, will be as valid as though transacted at a meeting duly held after regular call and notice, if a quorum be present, and if, either before or after the meeting, each of the directors not

present signs such a written waiver of notice, a consent to holding such meeting, or an approval of the minutes thereof. All such waivers, consents, and approvals will be filed with the records of the Association or made a part of the minutes of the meeting.

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

Section 2.8 <u>Voting</u>. Each director will have one (1) vote as a director.

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

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

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

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

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

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

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

Section 2.14 <u>Removal</u>. During the Initial Development Period, only the Grantor has the power to remove a director, which removal may be with or without cause. After the Initial Development Period, the Members may remove one (1) or more directors with or without cause. A director may be removed only if the number of votes cast to remove the director exceeds the number of votes cast not to remove the

director. A director may be removed by the Members only at a meeting called for the purpose of removing that director, and the meeting notice must state that the purposes, or one of the purposes, of the meeting is removal of the director.

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

ARTICLE 3 - OFFICERS

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

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

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

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

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

Section 3.6 <u>President</u>. The president will be the chief executive officer of the Association. The president will preside at all meetings of the Association and of the Board. The president will have all of the general powers and duties which are usually vested in the office of the president of a nonprofit corporation. The president will, subject to the control of the Board, have general supervision, direction,

and control of the business of the Association. The president will be ex officio a member of all standing committees, and the president will have such other powers and duties as may be prescribed by the Board or these Bylaws.

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

Section 3.8 <u>Secretary</u>. The secretary will record the votes and keep the minutes of all meetings of the Board and the minutes of all meetings of the Association at the principal office of the Association or such other place as the Board may order. The secretary will have charge of such books and papers as the Board may direct, and the secretary will, in general, perform all the duties incident to the office of secretary. The secretary will give, or cause to be given, notices of meetings of the Association and of the Board required by these Bylaws or by law to be given. The secretary will maintain a book of record Owners and Occupants, listing the names and addresses of the Owners and Occupants as furnished to the Association and such book will be changed only at such time as satisfactory evidence of a change in ownership or occupancy is presented to the secretary. The secretary will perform such other duties as may be prescribed by the Board or these Bylaws.

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

ARTICLE 4 - ASSESSMENTS PROCEDURES

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

ARTICLE 5 - INDEMNIFICATION AND INSURANCE

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

Section 5.2 <u>Indemnification</u>. The Association will indemnify any person who was or is a party or is threatened to be made a party to any proceeding (other than an action by or in the right of the Association to procure a judgment in its favor) by reasons of the fact that such person is or was an agent of

the Association, against expenses, judgments, fines, settlements, and other amounts actually and reasonably incurred in connection with such proceeding if such person acted in good faith and in a manner such person reasonably believed to be in or not opposed to the best interests of the Association and, in the case of a criminal proceeding, had no reasonable cause to believe the conduct of such person was unlawful. The termination of any proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent will not, of itself, create a presumption that the person did not act in good faith and in a manner which the person reasonably believed to be in or not opposed to the best interests of the Association or with respect to any criminal proceeding that the person had reasonable cause to believe that the person's conduct was unlawful. However, no indemnification will be made in respect of any claim, issue, or matter as to which such person will have been adjudged to be liable to the Association in the performance of such person's duty to the Association, unless and only to the extent that the court in which such proceeding is or was pending will determine upon application that, in view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnity for the expenses which such court will deem proper.

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

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

(a) A majority vote of directors who are not parties to such proceeding;

(b) Approval or ratification by the affirmative vote of a majority of the total voting power of the Association as cast by the Members at a duly held meeting of the Association at which a quorum is present;

(c) The court in which such proceeding is or was pending, upon application made by the Association or the agent or the attorney or other persons rendering services in connection with the defense, whether or not such application by the agent, attorney, or other person is opposed by the Association; or

(d) Independent legal counsel in written opinion, engaged at the direction of a majority of disinterested directors.

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

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

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

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

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

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

ARTICLE 6 - ASSOCIATION RECORDS

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

ARTICLE 7 - CONFLICTING PROVISIONS

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

ARTICLE 8 - AMENDMENTS TO BYLAWS

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

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

CONSENT OF DIRECTORS OF THE 1ST AND SUN VALLEYOWNERS ASSOCIATION, INC. IN LIEU OF MEETING

The undersigned, constituting all of the Directors of the 1st and Sun Valley Owners Association, Inc., an Idaho nonprofit corporation (the "Association"), do hereby consent to, adopt, and approve in writing the following corporate action without a meeting in accordance with the provisions of the general nonprofit corporation laws of the State of Idaho:

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

RESOLVED, that Reid Sanborn is hereby elected president of the Association, Jon Gilmour is hereby elected vice president and secretary of the Association, and Garrison Belles is hereby elected treasurer of the Association.

This Consent of Directors of the 1st and Sun Valley Owners Association, Inc. in Lieu of Meeting is effective as of the _____ day of ______, 2022.



CERTIFICATE OF SECRETARY

I, the undersigned, do hereby certify that:

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

2. The foregoing Bylaws comprising 10 pages, including this page, constitute the Bylaws of 1st and Sun Valley Owners Association, Inc., and were duly adopted by the Board pursuant to that "Consent of Directors of 1st and Sun Valley Owners Association, Inc. in Lieu of Meeting," dated effective the _____ day of ______, 2022.

IN WITNESS WHEREOF, I have hereunto subscribed my hand and attest the act of the Association effective the ____ day of _____, 2022.



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CONDOMINIUM DECLARATION

FOR

THE IDA BULIDING

THIS CONDOMINIUM DECLARATION FOR 1ST AND SUN VALLEY (this "**Declaration**") is made effective as of _______, 2022 (the "**Effective Date**"), by SV Ventures LLC, an Idaho limited liability company ("**Grantor**"). Capitalized terms not otherwise defined in the text of this Declaration are defined in <u>Section 3</u>.

SECTION 1 RECITALS

1.1 <u>**Property Covered**</u>. Grantor is the owner of that certain real property located in Ketchum, Blaine County, Idaho, legally described on <u>Exhibit A</u> attached hereto and incorporated herein by this reference (the "**Property**"), as shown on the final plat for 1st and Sun Valley, recorded in the real property records of Blaine County, Idaho, on _______, 2022, as Instrument No. _______, Book ______ of Plats at Pages ______ through ______, a copy of which is attached hereto as <u>Exhibit B</u> and incorporated herein by this reference (the "**Plat**").

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

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

SECTION 2 DECLARATION

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

SECTION 3 ADDITIONAL DEFINITIONS

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

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

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

"Association" means The Residences at Seven Eighty Owners Association, Inc., an Idaho nonprofit corporation, its successors and assigns.

"Association Rules" means the rules and regulations relating to the Project that may be adopted, amended, or repealed from time to time by the Board, as more particularly described in <u>Section 8.7.3</u> hereof.

"Board" means the board of directors of the Association.

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

"**Carport**" means each of carports 101, 201, and 302 identified on the Plat. Grantor hereby designates each Carport as Limited Common Area appurtenant to, and for the exclusive use of, the Unit with the corresponding Unit number (e.g. Carport 101 is Limited Common Area for the Exclusive Use of Unit 101, Carport 201 is Limited Common Area for the Exclusive Use of Unit 201, and so forth), to the exclusion of all others

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

"**Condominium**" means a separate ownership interest in a Unit together with an undivided tenant-in-common interest in the Common Area (expressed as percentages of the entire ownership

interest in the Common Area), as set forth on <u>Exhibit D</u> attached hereto and incorporated herein by this reference.

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

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

"**Deck**" means each of decks 101, 201, 202, 203, 204, 301, and 302 identified on the Plat, and includes the railings or fences thereon. Grantor hereby designates each Deck as Limited Common Area appurtenant to, and for the exclusive use of, the Unit with the corresponding Unit number (e.g. Deck 101 is Limited Common Area for the Exclusive Use of Unit 101, Deck 102 is Limited Common Area for the Exclusive Use of Unit 102, and so forth), to the exclusion of all others.

"Garage" means each of garages 101, 201, and 301 identified on the Plat. Grantor hereby designates each Garage as Limited Common Area appurtenant to, and for the exclusive use of, the Unit with the corresponding Unit number (e.g. Garage 201 is Limited Common Area for the exclusive use of Unit 201 and Garage 301 is Limited Common Area for the exclusive use of Unit 301), to the exclusion of all others.

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

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

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

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

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

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

"Occupant" means any Person, other than an Owner, that resides in a Unit, including, without limitation, family members, guests, and Tenants.

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

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

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

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

"Storage Area" means each of storage areas 101, 201, 202, and 301 identified on the Plat. Grantor hereby designates each Storage Area as Limited Common Area appurtenant to, and for the exclusive use of, the Unit with the corresponding Unit number (e.g. Storage Area 101 is Limited Common Area for the exclusive use of Unit 101, Storage Area 201 is Limited Common Area for the exclusive use of Unit 201, and so forth), to the exclusion of all others.

"Tenant" shall mean any Person leasing all or any part of a Condominium from any Owner.

"**Unit**" means the separate ownership interest component of a Condominium, as bounded by the unfinished interior surfaces of the perimeter: (a) walls; (b) floors; (c) ceilings; (d) windows (including window frames and window trim); and (e) doors (including door frames and door trim) of each Unit as shown the Plat, together with the airspace so encompassed. The Unit includes all of the following within the said boundaries of each Unit shown on the Plat: (i) all finishes and coverings on the interior surfaces of said perimeter walls, floors, ceilings, windows, and doors, including without limitation paneling, wood, tile, paint, paper, carpeting, and texturing; (ii) all fixtures, improvements, hardware, and appliances; and (iii) all heating and refrigerating elements or related equipment, utility lines and outlets, electrical and plumbing fixtures, pipes, and all other related equipment required to provide heating, air-conditioning, hot and cold water, electrical, and utility services located within and serving only the Unit. The following are not part of a Unit: (A) bearing walls; (B) structural columns; (C) floors; (D) roofs; (E) foundations; (F) elevator equipment and shafts; (G) central heating, central refrigeration and central air-conditioning equipment, reservoirs, tanks, pumps and other central services that serve more than one Unit, except the outlets thereof when located within the Unit; and (H) pipes, ducts, flues, chutes, conduits, wires and other utility installations that serve more than one Unit, except the outlets thereof when located within the Unit. Provided, however, that a Unit shall not include any of the structural components of the Building or utility or service lines located within a Unit that serve more than one Unit. There are seven (4) Units at the Project: Unit 101, 201, 202 and 301, as each are identified on the Plat.

SECTION 4 NATURE AND INCIDENTS OF CONDOMINIUM OWNERSHIP

4.1 <u>Estates of an Owner of a Condominium</u>. The Project is hereby divided into Condominiums, each consisting of a separate interest in a Unit and an undivided tenant-incommon interest in the Common Area. The percentage of ownership interest in the Common Area which is to be allocated to each Condominium as a whole for purposes of Assessments, tax assessment under Section 55-1514 of the Condominium Act, and liability as provided by Section 55-1515 of the Condominium Act, is set forth on the attached <u>Exhibit D</u>.

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

4.3 <u>No Further Division</u>. No Owner may divide, adjust, or further condominiumize such Owner's Unit without the prior written approval of the Association, the City of Ketchum, and all other governing authorities whose approval is required, and all such divisions, adjustments, and further condominiumizations must comply with any condominium project amendment requirements of Blaine County, and otherwise comply with all Applicable Laws.

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

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

4.6 <u>**Taxes and Assessments**</u>. Each Owner shall execute such instruments and take such actions as may reasonably be specified by the Association to obtain separate real property tax assessments of the interest of each Owner in each Condominium. If any taxes of special districts or other assessments may, in the opinion of the Association, nevertheless, be a lien on the Property or any part thereof, the Association shall pay the same and assess the same to the responsible

Owner or Owners. Each Owner shall pay the taxes and assessments assessed against such Owner's Condominium, or interest therein, and such Owner's interest in the Common Area, or any part of any or all of the foregoing. The Association reserves the right to protest any tax valuations or assessments by any taxing government agency and to pay for any costs associated with such protests. Each Owner agrees to reimburse the Association for any costs associated with such protests as related to that Owner's Unit.

4.7 <u>Owner's Rights with Respect to Interiors</u>. Each Owner shall have the exclusive right to maintain, finish, refinish, and decorate the interior surfaces of the walls, floors, ceilings, windows (including window frames and window trim), and doors (including door frames and door trim) forming and within the interior boundaries of the Owner's Unit, including but not limited to the installation of carpet or other floor coverings, paint or wallpaper, cabinets, and plumbing and electrical fixtures subject to the terms and conditions of the Condominium Documents, including without limitation <u>Section 7</u> of this Declaration.

SECTION 5 EASEMENTS

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

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

licensees, then such Owner shall be financially responsible for all of such damage. Such damage shall be repaired and the Unit shall be restored substantially to the same condition as existed prior to damage. Amounts owing by Owners pursuant hereto shall be collected by the Association as an Assessment pursuant to <u>Section 9</u> herein.

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

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

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

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

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

The Owners expressly acknowledge that the Association and the Ketchum Fire Department shall each have one master key capable of accessing all doors connected to the common security system of the Building. The Owners expressly agree to notify the Association prior to re-keying

any lock in the Building controlled by a common security or access system and agree to use a locksmith approved by the Board.

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

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

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

SECTION 6 DESCRIPTION OF CONDOMINIUM

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

Unit _____as shown on the final plat of 1st and Sun Valley, recorded in the real property records of Blaine County, Idaho, on ________, 2022, as Instrument No. ______, Book _____of Plats at Pages ______through _____(as may have been heretofore amended or supplemented), and as defined and described in that certain Condominium Declaration for 1st and Sun Valley recorded in the real property records of Blaine County, Idaho, on _______, 2022, as Instrument No. _______ (as may have been heretofore amended or supplemented).

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

SECTION 7 USE OF CONDOMINIUMS

7.1 Single-Family Residential. NA

7.1.1 <u>Commercial</u>. All units shall be used for Commercial purposes and other uses incidental thereto as permitted by Applicable Law.

7.2 <u>Leasing</u>. Each Owner shall be entitled to lease its Condominium. An Owner who leases a Condominium shall be fully responsible for the acts and omissions of, and damage caused by, such Owner's Tenant as if such Tenant were the Owner. Any Owner who leases a Condominium shall comply with all Applicable Laws, including without limitation Fair Housing Act to the extent it applies to such Owner. Each such lease shall be in writing and shall provide that the terms and conditions thereof shall be subject in all respects to this Declaration and the Association Rules, and that any failure by the Tenant to comply with the terms of such documents shall be a default under the lease. The Association Rules may provide for fines against an Owner if the Tenants of such Owner's Condominium excessively loud or otherwise disruptive.

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

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

7.5 <u>Prohibition of Damage and Certain Activities</u>.

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

7.5.2 No rubbish or debris of any kind shall be placed or permitted to accumulate anywhere upon the Project or any portion thereof, except in such containers and other areas designated for such purpose by Grantor or the Board, and no odor shall be permitted to arise

from any portion of the Project so as to render, in the reasonable opinion of the Board, the Project or any portion thereof unsanitary, offensive, or detrimental to the Project, or to any other property in the vicinity of the Project. No exterior fires and no obstructions of pedestrian walkways shall be permitted to exist at the Project. No business or Home Occupation, no noise, no unsightliness, and no other nuisance shall be permitted to exist or operate upon any portion of the Project in violation of Applicable Law or so as to be, in the reasonable opinion of the Board, offensive or detrimental to the Project or to its Owners or their Occupants or to other property in the vicinity Project. Without limiting the generality of any of the foregoing, no Owner shall use or install or permit to be used or installed any whistles, bells or other sound devices, or flashing lights or search lights within the Project without the Board's approval. No unsightly articles shall be permitted to remain on any Condominium so as to be visible from any other portion of the Project. Without limiting the generality of the foregoing, refuse, garbage, trash, equipment, gas canisters, propane gas tanks, barbecue equipment, heat pumps, compressors, and containers shall be kept in such containers and other areas designated for such purpose by Grantor or the Board. No clothing or fabric shall be hung, dried, or aired in such a way as to be visible from the exterior of the Unit it in which it is hung, dried, or aired. Window air-conditioning units are not allowed. Windows shall be covered only by drapes, shades or shutters that are not loud or excessively bright in color, and shall not be painted or covered by foil, cardboard, sheets or similar materials.

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

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

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

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

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

7.5.8 Owners shall not use or suffer or permit any Person or Persons to use the Units or any part thereof for any adult bookstore, adult movie theater, boarding house, or any other activity expressly prohibited by the Board.

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

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

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

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

7.9 Signs. No more than one (1) sign will be allowed to be displayed on or within a Unit or the Deck appurtenant thereto at the same time to advertise the Lot for sale or or to advertise the Lot during the course of construction, and all such signs shall be removed within fifteen (15) days after occupancy. Directional and open house signs may be used during open house time period only. No sign of any kind will be displayed to the public view more than six (6) square feet in size. The commercial unit will be allowed commercial signage for the occupying business in accordance with applicable city code and ordnances. Except as set forth above, no signs of any

kind, including, without limitation, decorations, banners, holiday signs, or political or commercial signs, shall be displayed on or from any portion of the Project except as approved by the Board in its reasonable direction. Notwithstanding the foregoing, no portion of this restriction shall apply to the extent that it conflicts with any Applicable Law governing signs.

7.10 <u>Window Treatments</u>. No window or glass tinting or coverings shall be permitted, including any appliqués, decals, or other materials, that would be visible from the exterior of any Unit, or that would otherwise in any manner change the exterior appearance of any glass or window in terms of color, reflectivity, tint, or appearance, except as otherwise may be permitted by the Board. In the event replacement of any glass pane constituting Common Area shall become necessary, such glass shall be replaced by the Association; provided, however, an Owner may be required to pay for such replacement pursuant to <u>Section 9.5</u>. This paragraph shall be interpreted in such manner as to favor and facilitate a uniform appearance of the Project from the exterior thereof. Subject to the Association Rules, acceptable window coverings are vertical blinds, miniblinds, draperies, curtains, shutters and other such items. Items including, but not limited to aluminum foil, newspaper, sheets, cardboard, reflective tint, paint, etc. are not permitted to be used as window covering.

7.11 Water Beds. NA

Appliances. No appliances shall be installed or maintained in a Unit that are 7.12 inconsistent in terms of energy source or energy usage from those utility lines and hookups initially installed or made available by Grantor with respect to a Unit. By way of illustration, but not of limitation, if and to the extent that the Unit was originally equipped with a gas utility hookup for clothes dryers, stoves, ovens, or other appliances, no modifications shall be permitted for the installation of electricity powered clothes dryers, stoves, ovens or other appliances, unless electricity powered clothes dryers, stoves, ovens or other appliances were originally available for use and operation in the Unit and can be installed with minimal disruption to Common Areas. Likewise, if the Unit was originally equipped and/or designed for any electrical appliances, no modifications shall be permitted for the installation of gas-powered appliances, unless gas powered appliances were originally available for use and operation in the Unit and can be installed with minimal disruption to Common Areas. The Board reserves the right to designate specific Association Rules pertaining to the minimum design and performance characteristics of appliances to be installed in the Units. All installation and use of any appliances shall comply with and not violate the terms of any warranty guidelines or manufacturers' guidelines or recommendations.

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

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

7.15 **Deck Restrictions**. Decks shall not be used for storage purposes, including for the storage of pets, pet equipment, bicycles, boxes, storage sheds, and so forth, except that patio furniture shall be permitted on Deck in accordance with this Section. Any item to be stored shall be stored and maintained either wholly within the interior of the Owner's Unit, Storage Area, in such other designated by the Board, if any. Any plants or similar items kept on a Deck shall be in accordance with the approved plant list or otherwise subject to approval by the Board, shall be watered and maintained in good condition, and dead plants, leaves, and other items shall be promptly removed and discarded. No over-watering of any plants located on a Deck (i.e., of such a nature to cause water run-off) shall be permitted. Patio furniture as approved by the Board or that otherwise complies with the Association Rules shall be permitted on the Decks. Decks shall be kept in a clean and orderly fashion. Owners shall not hang any items from the Decks or the railings thereon, and Owners shall not place any temporary lighting, whether electric, battery-operated, solar, or otherwise, on such Owner's Deck. No shelving, storage devises or apparatuses, or other improvements or alterations shall be permanently affixed to any Deck, except upon the prior written approval of the Board.

7.16 Garage Restrictions. NA

7.17 <u>Carports Restrictions</u>. Carports shall be used only for the storage of operable vehicles and bicycles that fit therein. The Owner to Condominium to which each Carport is appurtenant is responsible for maintaining the ground surface of the carport in safe and good operating condition and repair, including without limitation performing snow and ice treatment.

7.18 <u>Storage Area Restrictions</u>. Storage Areas shall be used only for the storage noncombustible and otherwise non-hazardous material that fit therein when the door to the Storage Area is closed. Doors to the Storage Areas shall remained closed at all times except when depositing or retrieving items therefrom.

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

7.20 <u>Animals/Pets</u>. No animals, livestock, or poultry of any kind shall be raised, bred, or kept on or in any portion of the Project except that Household Pets (defined below) may be kept for an Owner's personal use provided that: (a) such Household Pets are not bred or maintained for any commercial purpose; (b) no more than two (2) of any combination of Household Pets may be kept in a Unit; and (c) all such Household Pets shall be properly restrained and controlled at any

time they are within the Project. "**Household Pets**" means indoor domesticated dogs and indoor domesticated cats. Any Household Pet which, in the reasonable opinion of the Board, is vicious or excessively noisy, or which damages or destroys property shall be deemed a nuisance and shall be removed from the Project upon the written request of the Board. An "excessively noisy" Household Pet is any Household Pet that habitually or frequently disturbs the sleep, peace, or quiet of any Occupant. Owners shall contact the local animal control agency regarding noisy Household Pets prior to complaining to the Board about such animals. Any costs associated with responding to complaints relating to animals (including without limitation Household Pets), livestock, or poultry at the Project may be levied as a Limited Assessment against the Owner of the Unit in which such animals, livestock, or poultry are being kept. The Owner of the Unit where a Household Pet is kept, as well as the legal owner of the Household Pet (if not such Owner), shall be jointly and severally liable for any and all damage and destruction caused by the Household Pet.

Assistance Animals. Notwithstanding anything to the contrary contained in 7.21 Section 7.20 hereof, assistance animals are welcome in the Project in accordance with the Fair Housing Act (42 U.S.C. § 3601 et seq., as amended) and the implementing regulations promulgated thereunder. An assistance animal shall be as defined in the Fair Housing Act, which is currently any animal needed by a disabled individual to have an equal opportunity to use and enjoy a dwelling. Examples of assistance animals are guide animals, animals that alert people who are deaf, animals that pull a wheelchair, animals that alert and protect a guest who is having a seizure, animals that remind an individual with mental illness to take prescribed medications, animals that calm an individual with Post Traumatic Stress Disorder (PTSD) during an anxiety attack and animals that provide comfort or emotional support. Assistance animals in training are to be treated as assistance animals, even if the handler is not disabled. An assistance animal need not be licensed or certified by any government. Individuals with assistance animals shall not be treated less favorably than other Occupants or charged fees that are not charged to other Occupants without animals. The Association shall have the right, to the extent permitted under the Fair Housing Act, to prohibit or restrict any assistance animal that: (a) is out of control and the handler does not take effective action to control it; or (b) the animal's behavior poses a threat to the health or safety of others. The Owner of the Unit where an assistance animal is kept, as well as the legal owner of the assistance animal (if not such Owner), shall be jointly and severally liable for any and all damage and destruction caused by the assistance animal, and for any clean-up of any portion of the Project necessitated by such assistance animal.

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

SECTION 8 THE IDA BULIDING OWNERS ASSOCIATION

8.1 <u>Creation and Designation of Association</u>. Grantor has incorporated the Association as a nonprofit corporation under the laws of the State of Idaho, and Grantor hereby designates the Association as the "management body" of the Project in accordance with the

Condominium Act. The Association is charged with the duties and vested with the powers prescribed by law and set forth in its Articles, Bylaws, this Declaration (as it relates to the Association's management of the Project), and the other Condominium Documents, as each may be amended and/or supplemented from time to time according to their respective terms. Neither the Articles nor the Bylaws shall, for any reason, be amended or otherwise changed or interpreted so as to conflict with this Declaration.

Membership and Voting. "Member" means each Person holding a membership 8.2 in the Association, including Grantor. Every Owner of a Condominium is a Member of the Association and has one (1) membership for each Condominium in the Project owned by such Owner. If the Owner of the a Condominium shall be more than one (1) Person, all such Persons shall have a membership in the Association and be deemed Members, but the voting rights in the Association attributable to that Condominium may not be split and shall be exercised by one (1) representative selected by such Persons as they, among themselves, may determine. In the event such Persons are unable to agree among themselves on any matter put to a vote as to how the vote shall be cast, such Persons shall not be entitled to vote on the matter in question. If only one such Person casts a vote, it will thereafter be conclusively presumed for all purposes that such Person was acting with the authority and consent of all other co-Owners of such Condominium. To this end, only one (1) vote is allocated to each Condominium, regardless of the number of Persons that hold an ownership interest in such Condominium. Memberships in the Association shall be appurtenant to the Unit owned by such Owner. The memberships in the Association shall not be transferred, pledged, assigned or alienated in any way except upon the transfer of Owner's title to a Unit and then only to the transferee of such title. Any attempt to make a prohibited membership transfer shall be void and will not be reflected on the books of the Association. The Association shall have two (2) classes of membership as follows:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

8.7.16 <u>Use of Association Powers</u>. Notwithstanding the foregoing, the Association shall not take any action that would impair an Owner's right to enjoy and use his/her Unit as set forth herein, in particular <u>Section 7.22</u>.

8.7.17 Power to Levy Fines. The power to impose reasonable monetary fines which shall constitute a lien upon the Unit owned or occupied by the Owner, Lessee, or other Person determined by the Board to be in violation of the Condominium Documents (individually, a "Violation"). Provided, however, the Association shall not impose a fine on an Owner for a Violation unless: (a) the Board votes to impose the fine at any regular or special meeting of the Board or the Association (individually, a "Levy Meeting"); (b) such Owner is provided at least thirty (30) days advance written notice of the Levy Meeting by personal service or certified mail at the last known address of such Owner as shown in the records of the Association; and (c) such Owner is given a reasonable opportunity to respond to the Violation during the Levy Meeting. Provided further, the Association shall not impose a fine on an Owner if such Owner, prior to the Levy Meeting, begins resolving the Violation and continues to address the Violation in good faith until the Violation is fully resolved (the "Remedial Period"). For purposes of this Section, the phrase "address the violation in good faith until the Violation is fully resolved" means the Owner must resolve the Violation within thirty (30) calendar days of the Notice; provided, however, if the nature of the Violation is such that more than thirty (30) calendar days are required for its

resolution, then the Owner must diligently prosecute the same to completion within sixty (60) calendar days. All such fines shall be deemed to be a part of the Assessments to which the Owner's Unit is subject under this Declaration. In all events, no portion of such fines may be used to increase the compensation to the Board or agent thereof.

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

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

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

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

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

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

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

8.8.7 <u>Drainage Facilities</u>. Operate and maintain the storm drainage area, as depicted on the Plat. Notwithstanding anything to the contrary, no buildings or other similar

improvements shall be constructed within the storm drainage area that would materially interfere with the Property's drainage system.

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

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

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

SECTION 9 ASSESSMENTS

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

Condominium against which each such Assessment or charge is made. The due date, manner and method of payment shall be as set forth in this Declaration or as established by the Board from time to time.

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

9.3 <u>Regular Assessments</u>.

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

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

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

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

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

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

Assessments due from such Owner to be paid in the form of a cashier's check, certified check, or other form of immediately collectible funds acceptable to the Association in the Board's discretion.

SECTION 10 ENFORCEMENT OF ASSESSMENTS; LIENS

Right to Enforce. The Association has the right to collect and enforce its 10.1 Assessments, including any late charges and/or interest accrued thereon pursuant to the provisions hereof. Each Owner shall be deemed to covenant and agree to pay each and every Assessment provided for in this Declaration, including any late charges and/or interest accrued thereon, and agrees to the enforcement of all Assessments in the manner herein specified. In the event an attorney or attorneys are employed for the collection of any Assessment, whether by suit or otherwise, or to enforce compliance with or specific performance of the terms and conditions of this Declaration, each Owner agrees to pay (and agrees that the lien may include) reasonable attorneys' fees and costs, including the costs and expenses for any lien releases, in addition to any other relief or remedy obtained against such Owner. The Board or its authorized representative may enforce the obligations of the Owners to pay such Assessments by commencement and maintenance of a suit at law or in equity, or the Board may exercise the power of foreclosure and sale pursuant to this Section to enforce the liens created pursuant to this Section. A suit to recover a money judgment for an unpaid Assessment shall be maintainable without foreclosing or waiving the lien hereinafter provided.

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

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

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

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

10.6 <u>Grantor Exemption</u>. Grantor is exempt from Assessments as set forth in <u>Section 18.4</u>.

SECTION 11 RIGHTS TO COMMON AREAS

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

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

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

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

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

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

11.3 <u>Damages</u>. To the extent permitted by law, each Owner shall be liable for expenses for corrective action necessitated by violation of the Declaration or Association Rules or for any

damage to such Common Area which may be sustained by reason of such Owner's Tenants, Occupants, invitees, or licensees. In the case of joint ownership of a Condominium, the liability of such Owners shall be joint and several. The cost of corrective action shall be assessed as an Assessment against the Condominium and may be collected as provided herein for the collection of other Assessments.

SECTION 12 MECHANIC'S LIEN RIGHTS

No labor performed or services or materials furnished with the consent of or at the request of an Owner or such Owner's agent, contractor or subcontractor shall be the basis for the filing of a lien against the Condominium of any other Owner or against any part thereof, or against any other property of any other Owner, unless such other Owner has expressly consented to or requested in writing the performance of such labor or furnishing of such materials or services. Such express written consent shall be deemed to have been given by the Owner of any Condominium in the case of emergency corrective action undertaken by the Association. Labor performed or services or materials furnished for the Property if duly authorized by the Association shall be deemed to be performed or furnished with the express consent of each Owner. Any Owner may remove his/her Condominium from a lien against two or more Condominiums or any part thereof by payment of sums secured by such lien which is attributable to such Owner's Condominium.

SECTION 13 INSURANCE

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

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

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

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

13.1.4 <u>Directors' and Officers' Liability Insurance</u>. Full coverage directors' and officers' liability insurance with a limit of at least Two Hundred Fifty Thousand Dollars (\$250,000) for the directors and officers of the Association. In addition, the Association shall cause the Management Company to purchase, in such amounts and in such form as the Board shall deem appropriate, coverage against liability on account of the Management Company's dishonesty of employees, officers and directors; destruction or disappearance of money or securities; and forgery.

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

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

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

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

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

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

SECTION 14 CASUALTY, DAMAGE OR DESTRUCTION

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

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

14.3 <u>General Authority of Association</u>. As attorney-in-fact, the Association shall have full and complete authorization, right and power to make, execute and deliver any contract, deed, or other instrument with respect to the interest of an Owner which may be necessary or appropriate to exercise the powers herein granted. Repair and reconstruction of the improvements as used in succeeding Sections means restoring the Condominiums, including the site improvements, equipment and facilities therein, to substantially the same condition in which it existed prior to damage, with each Unit and the Common Area having substantially the same vertical and horizontal boundaries as before. The proceeds of any insurance collected shall be available to the Association for the purpose of repair or reconstruction unless: (a) Owners representing eighty percent (80%) or more of the total voting power in the Association; and (b) more than fifty percent (50%) of all first priority Mortgagees agree not to rebuild in accordance with the provisions set forth hereinafter.

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

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

14.6 <u>Funds for Reconstruction</u>. The proceeds of any insurance collected shall be available to the Association for the purpose of repair or reconstruction. If the proceeds of the insurance are insufficient to pay the estimated or actual cost of such repair or reconstruction, the Association, pursuant to <u>Section 9.4</u> hereof, may levy in advance a Special Assessment sufficient to provide funds to pay such estimated or actual costs of repair or reconstruction. Such Special

Assessments shall be allocated and collected as provided in that Section. Further levies may be made in like manner if the amounts collected prove insufficient to complete the repair or reconstruction.

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

14.8 <u>Decision not to Rebuild</u>. If eighty percent (80%) or more of the Owners and more than fifty percent (50%) of the first priority Mortgagees agree not to rebuild, the Project shall be sold. All insurance proceeds and all sale proceeds shall be apportioned among the Owners in the same proportions as their share of the Common Area as provided in <u>Exhibit D</u>; and such apportioned proceeds shall be paid into separate accounts, each such account representing one (1) Condominium. Each such account shall remain in the name of the Association, and shall be further identified by the Condominium designation and the name of the Owner. From each separate accounts without contribution from one account to the other, first to Mortgagees and other lienors in the order of priority of their Mortgages and other liens, and the balance remaining to each respective Owner.

SECTION 15 CONDEMNATION

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

15.2 <u>**Proceeds**</u>. All compensation, damages, and other proceeds therefrom, the sum of which is hereinafter called the "**Condemnation Award**," shall be payable to the Association.

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

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

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

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

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

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

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

SECTION 16 DISCLAIMERS, WAIVERS, AND ACKNOWLEDGMENTS

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

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

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

Grantor from any and all claims arising from or relating to airplane flight patterns or airplane traffic noise;

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

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

16.1.5 That construction is an industry inherently subject to variations and imperfections, and items that do not materially affect safety or structural integrity shall be deemed "**Expected Minor Flaws**" (including, but not limited to: reasonable wear, tear or deterioration; shrinkage, swelling, expansion or settlement; squeaking, peeling, chipping, cracking, or fading; touch-up painting; minor flaws or corrective work; and like items) and not constructional defects; and that and each Owner hereby waives and releases Grantor from any and all claims arising from or relating to such Expected Minor Flaws; and

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

SECTION 17 RESOLUTION OF DISPUTES

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

proceed in accordance with applicable law to comply with any notice or filing deadlines prior to resolution of the Claim

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

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

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

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

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

17.2.5 Any Claim against a Released Party that would be barred by <u>Section 8.9</u>;

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

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

17.3 <u>Dispute Resolution</u>.

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

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

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

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

17.3.2.3 Order the Bound Parties to settle the Claim through arbitration by a single arbitrator conducted in accordance with the Idaho Uniform Arbitration Act (Idaho Code, Title 7, Chapter 9) except as otherwise provided herein. The arbitrator shall be any independent real estate attorney or judge appointed by the Board. The arbitrator shall set the rules of the arbitration. The arbitrator may, in its discretion, order parties to produce documents relevant to the dispute and may order written discovery and depositions (but with care to avoid burdensome discovery or depositions). The arbitrator shall endeavor to hold the arbitration at mutually convenient times and locations; provided, however, the arbitrator shall endeavor to complete the arbitration within forty-five (45) days after appointment of the arbitrator. The parties shall bear their own attorneys' fees (if any) and share the arbitrator's fees equally; provided, however, the arbitrator may award costs, arbitrator's fees and attorneys' fees to the substantially prevailing party. The arbitrator's award shall be final, and judgment may be entered upon it in accordance with Applicable Law in any court having jurisdiction thereof

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

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

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

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

SECTION 18 INITIAL DEVELOPMENT PERIOD

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

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

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

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

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

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

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

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

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

Assessments are assessed against the Owners of Condominiums. After the foregoing period, Grantor shall be assessed Regular Assessments and Special Assessments for each Condominium owned by Grantor.

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

SECTION 19 TERM

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

SECTION 20 MISCELLANEOUS

20.1 <u>Amendment</u>.

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

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

20.1.3 <u>Mortgagee Protection</u>. Notwithstanding anything to the contrary in this Declaration, any amendment that may be of a material adverse nature to first-lien Mortgages must be approved by first-lien Mortgagees that represent at least fifty-one percent (51%) of the voting power of Units that are subject to first-lien Mortgages (where each first-lien Mortgagee has one vote per first-lien Mortgage owned). Any Mortgagee will be deemed to have given its implied approval of any amendment

proposal if the Mortgagee fails to submit a response to any written proposal for an amendment within sixty (60) days after the Mortgagee receives proper notice of the proposal, provided the notice was delivered by certified or registered mail, with a "return receipt" requested.

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

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

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

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

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

20.3 Enforcement and Non-Waiver.

20.3.1 <u>Right of Enforcement</u>. Except as otherwise provided herein, any Owner, the Association, and Grantor shall each have the right to enforce any or all of the provisions of this Declaration against any Condominium or any part or portion of the Project and against the Owners thereof. The failure of any Owner or Occupant to comply with Applicable Law pertaining to the ownership, use, or occupancy of any Condominium or other portion of the Project, or to comply with any provision of the Condominium Documents, is hereby declared a nuisance and gives rise to a cause of action (subject to <u>Section 17</u>) in Grantor, the Association (on its own and/or on behalf of any consenting Owners) and any affected Owner for recovery of damages or for negative or affirmative injunctive relief or both enforce the provisions hereof only as set forth in this Declaration. Each remedy provided herein is cumulative and not exclusive. If any party initiates or defends any legal action or proceeding to interpret or enforce any of the terms of this Declaration, the substantially prevailing party shall be entitled to recover any costs and attorneys' fees reasonably incurred therein

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

20.4 <u>**Registration of Mailing Address**</u>. Each Owner shall register such Owner's email address mailing address with the Association and all notices or demands intended to be served

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

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

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

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

20.5.3 <u>Singular Includes Plural</u>. Unless the context requires a contrary construction, the singular shall include the plural and the plural the singular; and the masculine, feminine or neuter shall each include the masculine, feminine and neuter. As used herein, the word "including" shall be deemed to be followed by "but not limited to" unless otherwise indicated.

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

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

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

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

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

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

GRANTOR:

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

STATE OF)) ss. County of)	By: Name: Its:	
This record was acknowledged befo , as [manager/member] of 13		

The undersigned, holder of a recorded security interest in the Property, hereby consents to the recordation of the Plat and this Declaration.

	Bank,
	a national banking association
	By:
	Name: Its:
STATE OF)	
) ss.	
	ore me on, 2021, by
, as [capacity] of [Bank Nan	Notary Public for Residing at: My commission expires:

EXHIBIT A

Legal Description of the Property

Draft

EXHIBIT B

Plat of 1st and Sun Valley

Draft

EXHIBIT C

Articles of Incorporation

Draft

EXHIBIT D

Interest in Common Area

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



Attachment B Draft City Council Findings of Fact, Conclusions of Law, and Decision



City of Ketchum Planning & Building

IN RE: 1 st & Sun Valley Office Building 1 st & Sun Valley Condominiums Condominium Subdivision Preliminary Plat Date: July 5, 2022)) KETCHUM CITY COUNCIL) FINDINGS OF FACT, CONCLUSIONS OF LAW, AND) DECISION))
File Number: P22-019)
PROJECT:	1 st & Sun Valley C	Office Building
APPLICATION TYPE:	Condominium Su	bdivision Preliminary Plat
FILE NUMBER:	P22-019	
ASSOCIATED APPLICATIONS:	Design Review P2	21-100
ARCHITECT:	Galena Engineeri	ng
DEVELOPER:	Reid Sanborn	
PROPERTY OWNER:	131 E Sun Valley	Road LLC
LOCATION:	131 E Sun Valley	Road (Ketchum Townsite: Block 37: Lot 8)
ZONING:	Mixed-Use Subdi	strict of the Community Core (CC-2)

RECORD OF PROCEEDINGS

The Planning and Zoning Commission considered the 1st & Sun Valley Office Building Condominium Subdivision Preliminary Plat Application File No. P22-019 during their regular meeting on May 24th, 2022. The application was considered concurrently with Design Review Application File No. P21-100 and the public hearings were combined in accordance with Idaho Code §67-6522. After considering Staff's analysis, the applicant's presentation, and public comment, the Planning and Zoning Commission unanimously approved the 1st & Sun Valley Office Building Design Review Application File No. P21-100 and unanimously recommended approval of the Condominium Subdivision Preliminary Plat Application File No. P22-019 to the Ketchum City Council.

Public Hearing Notice

The public hearing notice for the Planning and Zoning 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 May 4^{th} , 2022. The public hearing notice was published in the Idaho Mountain Express the on May 4^{th} , 2022. A 191 W 5th St \star P.O. Box 2315 \star Ketchum, ID 83340 \star main (208) 726-7801 \star fax (208) 726-7812

notice was posted on the City's website on May 4th, 2022. The public hearing notice was posted on the project site on May 17th, 2022.

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:

The 1st & Sun Valley Office Building project proposes to develop a new three-story commercial office building at the northeast corner of 1st Avenue and Sun Valley Road within the Mixed-Use Subdistrict of the Community Core (CC-2 Zone). The office building is proposed to be subdivided into 5 condominium units for business tenants. 7 parking spaces—6 in the tandem configuration and 1 ADA space—are provided on site within a semi-enclosed surface parking area accessed from the block 37 alley.

	Preliminary Plat Requirements			
С	omplia	ant		
Yes	No	N/A	City Code	City Standards
			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.
			Findings	The City of Ketchum Planning and Building Department received the subdivision application and all applicable application materials on March 28, 2022.
			16.04.030.I	Contents Of Preliminary Plat: The preliminary plat, together with all application forms, title insurance report, deeds, maps, and other documents reasonably required, shall constitute a complete subdivision application.
			Findings	The subdivision application was deemed complete on April 29, 2022.
			16.04.030.I .1	The preliminary plat shall be drawn to a scale of not less than one inch equals one hundred feet (1" = 100') and shall show the following: The scale, north point and date.
			Findings	This standard is met.
\boxtimes			16.04.030.1 .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.
			Findings	The subdivision is named "1 st & Sun Valley Condominiums" which is not the same as any other subdivision in Blaine County, Idaho.
\boxtimes			16.04.030.1.3	The name and address of the owner of record, the subdivider, and the engineer, surveyor, or other person preparing the plat.
			Findings	This standard has been met.
			16.04.030.1.4	Legal description of the area platted.

FINDINGS REGARDING COMPLIANCE WITH PRELIMINARY PLAT SUBDIVISION REQUIREMENTS

\boxtimes		Findings	The legal description of the area platted is shown on Sheet 1 of the preliminary plat.
\boxtimes		16.04.030.1 .5	The names and the intersecting boundary lines of adjoining subdivisions and parcels of property.
		Findings	Sheet 1 of the preliminary plat indicates the boundary lines of adjacent Friesen Condominiums to the north and the Fisher and McNees condominium buildings to the east across the alley.
\boxtimes		16.04.030.I .6	A contour map of the subdivision with contour lines and a maximum interval of five feet (5') to show the configuration of the land based upon the United States geodetic survey data, or other data approved by the city engineer.
		Findings	Existing site conditions, including topography, are included on Sheet C0.0 of the project plans approved with Design Review Application File No. P21-100.
\boxtimes		16.04.030.17	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.
		Findings	The project plans show the scaled location of existing building, dedicated streets, roadways, and easements.
\boxtimes		16.04.030.1.8	Boundary description and the area of the tract.
		Findings	Sheet 1 provides the boundary description of the area and includes square
			footage and acreage of the lot. Sheets 2 and 3 indicate the areas for each
			commercial condominium unit as will be platted for sale.
\times		16.04.030.1.9	Existing zoning of the tract.
		Findings	Plat note #9 on Sheet 1 of the preliminary plat notes that the property is located within the Mixed-Use Subdistrict of the Community Core (CC-2 Zone).
	\boxtimes	16.04.030.1.10	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.
		Findings	N/A as no new streets, lots, easements, or rights-of-way are proposed with the office building project.
		16.04.030.I .11	The location, approximate size and proposed use of all land intended to be dedicated for public use or for common use of all future property owners within the proposed subdivision.
		Findings	This standard is not applicable as there is no requirement or proposal for land dedicated for public or common use.
\boxtimes		16.04.030.I .12	The location, size and type of sanitary and storm sewers, water mains, culverts and other surface or subsurface structures existing within or immediately adjacent to the proposed sanitary or storm sewers, water mains, and storage facilities, street improvements, street lighting, curbs, and gutters and all proposed utilities.
		Findings	Sheets C1.1, C1.2, and C1.3 of the project plans approved with Design Review P21-100 show these existing and proposed improvements.
	\boxtimes	16.04.030.1.13	The direction of drainage, flow and approximate grade of all streets.
			This standard does not apply as no new streets are proposed.

	X	16.04.030.1 .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.
		Findings	This standard does not apply as no new drainage canals or structures are proposed.
	\boxtimes	16.04.030.1.15	All percolation tests and/or exploratory pit excavations required by state health authorities.
		Findings	This standard does not apply as no additional tests are required.
\boxtimes		16.04.030.1.16	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.
		Findings	The applicant provided a draft copy of the articles of incorporation, bylaws, and declarations with the application submittal.
		16.04.030.I .17	Vicinity map drawn to approximate scale showing the location of the proposed subdivision in reference to existing and/or proposed arterials and collector streets.
		Findings	Sheet A001 of the project plans approved with Design Review P21-100 includes a vicinity map that satisfies this requirement.
	\boxtimes	16.04.030.1.18	The boundaries of the floodplain, floodway and avalanche zoning district shall also be clearly delineated and marked on the preliminary plat.
		Findings	N/A. The subject property is not within a floodplain, floodway, or avalanche zone district.
		16.04.030.I .19	Building envelopes shall be shown on each lot, all or part of which is within a floodway, floodplain, or avalanche zone; or any lot that is adjacent to the Big Wood River, Trail Creek, or Warm Springs Creek; or any lot, a portion of which has a slope of twenty five percent (25%) or greater; or upon any lot which will be created adjacent to the intersection of two (2) or more streets.
		Findings	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%. This application will subdivide a commercial office building into condominium units and does not create a new lot.
\boxtimes		16.04.030.1.20	Lot area of each lot.
		Findings	Sheets 1, 2, and 3 of the preliminary plat map shows the area of the overall lot and the boundaries and area of each condominium unit.
\boxtimes		16.04.030.1.21	Existing mature trees and established shrub masses.
		Findings	The existing site survey is provided on Sheet CO.0 of the project plans approved with Design Review P21-100. No mature trees or established shrub masses exist on the subject property.
		16.04.030.I .22	A current title report shall be provided at the time that the preliminary plat is filed with the administrator, together with a copy of the owner's recorded deed to such property.
		Findings	The applicant provided a title commitment and a warranty deed with the initial application.

\boxtimes		16.04.030.1.23	Three (3) copies of the preliminary plat shall be filed with the administrator.
		Findings	The City of Ketchum received digital copies of the preliminary plat at the time of application.
		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.
		Findings	This standard has been met. The construction design plans shall be submitted with the building permit application for final review by City Departments. All improvements indicated on the project plans, including landscaping and right-of- way improvements, shall be installed prior to issuance of a Certificate of Occupancy for the project.
		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.
		Findings	The construction drawings for the improvements will be reviewed and approved by the City Engineer through the building permit review process. Pursuant to Ketchum Municipal Code §16.04.070.C, a Certificate of Occupancy must be issued prior to final plat approval. The developer will be required to complete the required improvements to the satisfaction of City Departments prior to issuance of a Certificate of Occupancy for the office building project.
		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 performance bond 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.

	Findings	See above analysis for Ketchum Municipal Code §16.04.40B. All required improvements shall be completed by the applicant and inspected and approved by City Departments prior to the issuance of a Certificate of Occupancy for the project.
	16.04.040.D	As Built Drawing: Prior to acceptance by the city council of any improvements installed by the subdivider, two (2) sets of as built plans and specifications, certified by the subdivider's engineer, shall be filed with the city engineer. Within ten (10) days after completion of improvements and submission of as built drawings, the city engineer shall certify the completion of the improvements and the acceptance of the improvements, and shall submit a copy of such certification to the administrator and the subdivider. If a performance bond has been filed, the administrator shall forward a copy of the certification to the city clerk. Thereafter, the city clerk shall release the performance bond upon application by the subdivider.
	Findings	The plans submitted with the building permit application shall conform to the Design Review P21-100 approved by the Commission and shall be installed prior to issuance of a Certificate of Occupancy for the project.
	16.04.040.E	 Monumentation: Following completion of construction of the required improvements and prior to certification of completion by the city engineer, certain land survey monuments shall be reset or verified by the subdivider's engineer or surveyor to still be in place. These monuments shall have the size, shape, and type of material as shown on the subdivision plat. The monuments shall be located as follows: 1. All angle points in the exterior boundary of the plat. 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.
	Findings	The applicant shall meet the required monumentation standards prior to recordation of the final plat.
	16.04.040.F	Lot Requirements: 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

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			 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: a. For lot line shifts of parcels that are entirely within slopes of twenty five percent (25%) or greater to create a reasonable building envelope, and mountain overlay design review standards and all other city requirements are met. b. For small, isolated pockets of twenty five percent (25%) or greater that are found to be in compliance with the purposes and standards of the mountain overlay district and this section. 3. Corner lots shall have a property line curve or corner of a minimum radius of twenty five feet (25') unless a longer radius is required to serve an existing or future use. 4. Side lot lines shall be within twenty degrees (20°) to a right angle or radial line to the street line. 5. Double frontage lots shall not be created. A planting strip shall be provided along the boundary line of lots adjacent to arterial streets or incompatible zoning districts. 6. Every lot in a subdivision shall have a minimum of twenty feet (20') of frontage on a dedicated public street or legal access via an easement of twenty feet (20') or greater in width. Easement shall be recorded in the office of the Blaine County recorder prior to or in conjunction with recordation of the final plat.
		Findings	This standard is not applicable as no new lots are being created.
		16.04.040.G	 G. Block Requirements: The length, width and shape of blocks within a proposed subdivision shall conform to the following requirements: 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. Blocks shall be laid out in such a manner as to comply with the lot requirements. 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.
			 Corner lots shall contain a building envelope outside of a seventy five foot (75') radius from the intersection of the streets.
		Findings	This standard is not applicable as no new lots or blocks are being created.
\boxtimes		16.04.040.H	Street Improvement Requirements: 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;

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 2. All streets shall be constructed to meet or exceed the criteria and standards set forth in chapter 12.04 of this code, and all other applicable ordinances, resolutions or regulations of the city or any other governmental entity having jurisdiction, now existing or adopted, amended or codified; 3. Where a subdivision abuts or contains an existing or proposed arterial street, railroad or limited access highway right of way, the council may require a frontage street, planting strip, or similar design features; 4. Streets may be required to provide access to adjoining lands and provide proper traffic circulation through existing or future neighborhoods; 5. Street grades shall not be less than three-tenths percent (0.3%) and not more than seven percent (7%) so as to provide safe movement of traffic and emergency vehicles in all weather and to provide for adequate drainage and snow plowing;
6. In general, partial dedications shall not be permitted, however, the council may accept a partial street dedication when such a street forms a boundary of the proposed subdivision and is deemed necessary for the orderly development
of the neighborhood, and provided the council finds it practical to require the dedication of the remainder of the right of way when the adjoining property is subdivided. When a partial street exists adjoining the proposed subdivision, the remainder of the right of way shall be dedicated;
7. Dead end streets may be permitted only when such street terminates at the boundary of a subdivision and is necessary for the development of the subdivision or the future development of the adjacent property. When such a
dead end street serves more than two (2) lots, a temporary turnaround easement shall be provided, which easement shall revert to the adjacent lots when the street is extended;
8. A cul-de-sac, court or similar type street shall be permitted only when necessary to the development of the subdivision, and provided, that no such street shall have a maximum length greater than four hundred feet (400') from entrance to center of turnaround, and all cul-de-sacs shall have a minimum
turnaround radius of sixty feet (60') at the property line and not less than forty five feet (45') at the curb line; 9. Streets shall be planned to intersect as nearly as possible at right angles, but
in no event at less than seventy degrees (70°); 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; 11. Streets with centerline offsets of less than one hundred twenty five feet (125') shall be prohibited:
 (125') shall be prohibited; 12. A tangent of at least one hundred feet (100') long shall be introduced between reverse curves on arterial and collector streets;
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; 14. Street alignment design shall follow natural terrain contours to result in safe streets, usable lots, and minimum cuts and fills; 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; 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; 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; 18. Street lighting may be required by the commission or council where appropriate and shall be installed by the subdivider as a requirement; 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; 20. Street signs approved by the administrator and shall be consistent with the type and design of existing street signs elsewhere in the city; 21. Whenever a proposed subdivision requires construction of a new bridge, or will create substantial additional traffic which will require construction or improvement shall be in accordance with adopted standard specifications; 22. Sidewalks, curbs and gutters may be a required improvement installed by the
	improvement shall be in accordance with adopted standard specifications; 22. Sidewalks, curbs and gutters may be a required improvement installed by the
	subdivider; and 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.
Findings	No new streets or changes to the travel lanes or street designs are proposed with this project. The project is located at the northeast corner of 1st Avenue and Sun Valley Road. No new streets are proposed for the project. The off-street surface parking area is accessed from the existing Block 37 alley. The right-of- way improvement plan is indicated on Sheet C1.1 of the project plans. The applicant has proposed repairing a section of asphalt along Sun Valley Road that borders the side the property line. The applicant has proposed to install new 8- foot-wide, heated, paver sidewalks along Sun Valley Road and 1st Avenue. Final civil drawings for all associated right-of-way improvements shall be submitted with the building permit application to be verified, reviewed, and approved by

		The project requires a ROW Encroachment Permit for the pavers and snowmelt system proposed to be installed for the sidewalks along Sun Valley Road and 1 st Avenue, the bench, and 2-foot canopy overhang along Sun Valley Road. The City Council has the authority to review and approve all permanent encroachments within the public right-of-way associated with a development project pursuant to Ketchum Municipal Code §17.96.030.C. Pursuant to condition of approval #4 of Design Review P21-100, the applicant shall submit the ROW Encroachment Application for final review and approval by City Council prior to issuance of a building permit for the project.
	16.04.040.1	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.
	Findings	The existing Block 27 alley is 20 feet wide. Sheet C1.1 of the project plans approved with Design Review P21-100 show the proposed improvements within the Block 37 alley, which include removing the existing water service connection, repairing the concrete valley gutter, and installing ADA compliant ramps. Final civil drawings for all associated right-of-way improvements shall be submitted with the building permit application to be verified, reviewed, and approved by the City Engineer and Streets Department pursuant to condition of approval #10 of Design Review P21-100.
	16.04.040.J	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. 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. 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. 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. 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. 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. 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.
	Findings	No new easements are required.
	16.04.040.K	Sanitary Sewage Disposal Improvements: Central sanitary sewer systems shall be installed in all subdivisions and connected to the Ketchum sewage treatment system as a required improvement by the subdivider. Construction plans and specifications for central sanitary sewer extension shall be prepared by the subdivider and approved by the city engineer, council and Idaho health department prior to final plat approval. In the event that the sanitary sewage system of a subdivision cannot connect to the existing public sewage system, alternative provisions for sewage disposal in accordance with the requirements of the Idaho department of health and the council may be constructed on a temporary basis until such time as connection to the public sewage system is possible. In considering such alternative provisions, the council may require an increase in the minimum lot size and may impose any other reasonable requirements which it deems necessary to protect public health, safety and welfare.
	Findings	The new office building will connect to the municipal sewer system. The project shall meet all requirements of the Wastewater Department.
	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

				conitarian Idaha stata nublia utilitias sammiasian Idaha denortment of
				sanitarian, Idaho state public utilities commission, Idaho department of
			<i>Findings</i>	reclamation, and all requirements of the city.
			Findings	The office building will connect to the municipal water system. All utilities
				necessary must be improved and installed at the sole expense of the applicant.
				Final plans will be reviewed and approved by the Utilities Department prior to
				issuance of a building permit for the project.
		\boxtimes	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.
			Findings	This standard does not apply as the office building is within the original Ketchum
				Townsite subdivision and no planting strip improvements are required.
\boxtimes			16.04.040.N	Cuts, Fills, And Grading Improvements: Proposed subdivisions shall be carefully
				planned to be compatible with natural topography, soil conditions, geology and
				hydrology of the site, as well as to minimize cuts, fills, alterations of topography,
				streams, drainage channels, and disruption of soils and vegetation. The design
				criteria shall include the following:
				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:
				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
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		 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: a. Fill areas shall be prepared by removing all organic material detrimental to proper compaction for soil stability. b. Fills shall be compacted to at least ninety five percent (95%) of maximum density as determined by AASHO T99 (American Association of State Highway Officials) and ASTM D698 (American standard testing methods). c. Cut slopes shall be no steeper than two horizontal to one vertical (2:1). Subsurface drainage shall be provided as necessary for stability. d. Fill slopes shall be no steeper than three horizontal to one vertical (3:1). Neither cut nor fill slopes shall be located on natural slopes of three to one (3:1) or steeper, or where fill slope toes out within twelve feet (12') horizontally of the top and existing or planned cut slope. e. Toes of cut and fill slopes shall be set back from property boundaries a distance of three feet (3'), plus one-fifth (1/5) of the height of the cut or the fill, but may not exceed a horizontal distance of ten feet (10'); tops and toes of cut and fill slopes shall be set back from structures at a distance of at least six feet (6'), plus one-fifth (1/5) of the height of the cut or the fill. Additional setback distances shall be provided as necessary to accommodate drainage features and drainage structures.
	Findings	necessary to accommodate drainage features and drainage structures. The project shall meet all cut, fill, and grading standards.
	16.04.040.0	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. All storm water shall be retained on site, including water from roof drains. All roof drain locations must be shown on the project plans submitted with the building permit application for final review and approval by the City Engineer. Sheets C1.0, C1.1, and C1.2 of the project plans approved with Design Review P21-100 indicate the proposed drainage improvements. The drainage plan is comprised of a system of catch basins and drywells.

		Final civil drawings for all associated right-of-way and drainage improvements shall be submitted with the building permit application to be verified, reviewed, and approved by the City Engineer and Streets Department prior to issuance of a building permit for the project pursuant to condition of approval #10 of Design Review P21-100.
	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.
	Findings	All utilities shall be installed as a required improvement by the developer. The utility improvements are indicated on Sheet C1.1 of the project plans approved with Design Review P21-100.
	16.04.040 <i>.Q</i>	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.
	Findings	The proposed condominium development does not create substantial additional traffic; therefore, no off-site improvements are required.

FINDINGS REGARDING COMPLIANCE WITH CONDOMINIUM SUBDIVISON REQUIREMENTS

	Condominium Plat Requirements				
Compliant					
Yes	No	N/A	City Code	Standards	
			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.	
			Findings	The applicant provided a draft copy of the articles of incorporation, bylaws, and declarations with the application submittal.	
\boxtimes				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.
			Findings	The office building does not contain a parking garage. 7 on-site spaces are provided within the semi-enclosed surface parking area accessed from the block 37 alley. 7 on-site spaces are provided within the semi-enclosed surface parking area accessed from the block 37 alley. 6 of these spaces are arranged in a tandem configuration. The Commission approves the tandem configuration for the commercial development because the 2 parking spaces within each tandem stall are both assigned to one commercial condominium unit and designated as limited common elements on the preliminary plat map. The project takes	

				advantage of the on-street parking credit that provides 4 on-street parking spaces per 5,5000 square feet of lot area for projects in the Community Core (KMC §17.125.050). These 4 on-street spaces may be credited toward nonresidential parking demand only after the 4 minimum required parking spaces are provided on site. Only existing and available parking spaces located directly adjacent to the property lines of the subject property may be counted towards the on-street parking credit. The 4 on-street credit spaces along Sun Valley Road and 1st Avenue directly adjacent to the property will meet the parking demand for the 2 offices that do not have parking spaces assigned to their units on site. The ADA parking space must remain open for public customers and may not be assigned to an individual office tenant.
		\boxtimes	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
			5	condominium unit.
			Findings	N/A this standard does not apply to this commercial development as no dwelling units are proposed.
\boxtimes			16.04.070.F	A maintenance building or room shall be provided of adequate size and location
			10.04.070.1	for the type and size of the condominium project for storage of maintenance
				equipment and supplies for common areas.
			Findings	As shown on Sheet A201 of the project plans approved with Design Review P21-
			Ŭ	100, a 209-square-foot maintenance and mechanical room has been provided on
				the ground floor of the office building. The applicant has indicated that this area
				will accommodate all mechanical equipment as well as an area for the storage of
				maintenance equipment and supplies for common areas.
		\boxtimes	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.
			Findings	N/A this standard does not apply to this commercial development as no dwelling
			16.04.070.H	units are proposed.
\boxtimes			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.
			Findings	The project has been reviewed for compliance with the City's subdivision
				standards and all applicable ordinances. The project shall comply with all City
				rules and regulations.
L	1			

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 the applicant's Condominium Subdivision Preliminary Plat Application pursuant to Chapter 16.04 of Ketchum Code Title 16.
- 3. The City of Ketchum Planning Department provided notice for the review of this application in accordance with Ketchum Municipal Code §16.04.030.
- 4. The Condominium Subdivision Preliminary Plat application is governed under Chapter 16.04 of Ketchum Municipal Code.
- 5. The 1st & Sun Valley Office Building Condominium Subdivision Preliminary Plat application meets all applicable standards specified in Title 16 of Ketchum Municipal Code.

DECISION

THEREFORE, the Ketchum City Council **approves** this Preliminary Plat Application File No. P22-019 this Tuesday, July 5th, 2022 subject to the following conditions of approval.

CONDITIONS OF APPROVAL

- 1. The 1st & Sun Valley Office Building Condominium Subdivision Preliminary Plat is subject to all conditions of approval associated with Design Review Application File No P21-100.
- 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.

Findings of Fact **adopted** this 5th day of July 2022.

Neil Bradshaw, Mayor City of Ketchum



City of Ketchum Planning & Building

IN RE: 1 st and 4 th Mixed Use Condominium Preliminary Plat Date: July 5, 2022))) KETCHUM CITY COUNCIL) FINDINGS OF FACT, CONCLUSIONS OF LAW, AND) DECISION)
File Number: P22-016A)
PROJECT:	1 st and 4 th Mixed Use
APPLICATION TYPE:	Condominium Preliminary Plat
FILE NUMBER:	P22-016A
ASSOCIATED APPLICATIONS:	Second Amendment of Development Agreement (P22-016) Final Plat for Removal of Lot Lines (P22-016B) First Amendment of Development Agreement (P20-122) Design Review (P19-038) Variance (P19-040) Development Agreement #20427 (P19-037) Petition for Alley Vacation (P19-036) Preliminary Plat for Removal of Lot Lines (P19-039)
REPRESENTATIVE:	Dave Patrie, Benchmark Associates
OWNER:	Waypoint Pearl, LLC – Jack E. Bariteau
LOCATION:	391 First Ave North and 120 W 4 th Street – Lot 1B, Block 57, Ketchum Townsite
ZONING:	Community Core – Subdistrict 2 – Mixed Use (CC-2)
OVERLAY:	None

RECORD OF PROCEEDINGS

The City of Ketchum received applications for a Development Agreement Amendment, Condominium Preliminary Plat, and Final Plat for the 1st and 4th Mixed Use project, located at 391 First Ave North, on March 16th, April 6th and April 7th of 2022 respectively. The applications have been reviewed concurrently and were deemed complete on April 18, 2022. Department comments were provided to the applicant on April 18, 2022. All department comments have been addressed satisfactorily through applicant revision of project plans or conditions of approval.

The Ketchum City Council (the "Council") considered the 1st and 4th Mixed Use development agreement amendment (Application No. P22-016) and the Condominium Subdivision Preliminary Plat (Application No. P22-016A) applications during a regular meeting on June 14, 2022. A public hearing notice for the project was mailed to all owners of property within 300 feet of the project site and all political subdivisions on May 25, 2022. The public hearing notice was published in the Idaho Mountain Express the on May 25, 2022. A notice was posted on the project site and on the city's website on May 25, 2022.

The applications were considered by the concurrently, and the associated public hearings were combined in accordance with Idaho Code §67-6522. After considering staff's analysis, the applicant's presentation, and public comment, the Council approved of the development agreement amendment and condominium preliminary plat applications unanimously.

BACKGROUND

The Applicant is constructing a new mixed-use building at 391 First Ave N and 120 W 4th Street (the "subject property"). The building includes an underground parking garage, 12 employee housing units, 3 community housing units, 7 market rate residential units, and approximately 6,900 square feet of ground floor commercial space (the "project"). The project includes 31 underground parking spaces, seven dedicated to the commercial uses, and nine dedicated to residential units that require parking. The remaining 15 spaces will be made available to the tenants of the employee housing and community housing units dependent on need and availability. The employee housing and community housing units are exempt from parking requirements.

The project received Design Review approval from the Commission on June 6, 2019. Following Design Review approval, the Development Agreement (#20427) was approved by the City Council on December 16, 2019. An amendment to the Development Agreement was approved on January 19, 2021 amending various deadlines within the agreement including building permit issuance, receipt of certificate of occupancy, and others. A building permit was issued for the project on April 19, 2021.

FINDINGS OF FACT

The Commission, 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:

	Preliminary Plat Requirements					
C	omplia	ant				
Yes	No	N/A	City Code	City Standards		
\boxtimes			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.		
			Findings	The City of Ketchum Planning and Building Department received the subdivision application and all applicable application materials on April 6, 2022.		
			16.04.030.I	Contents Of Preliminary Plat: The preliminary plat, together with all application forms, title insurance report, deeds, maps, and other documents reasonably required, shall constitute a complete subdivision application.		
			Findings	The subdivision application was deemed complete on April 6, 2022.		

COMPLIANCE WITH PRELIMINARY PLAT SUBDIVISION REQUIREMENTS

\boxtimes		16.04.030.I .1	The preliminary plat shall be drawn to a scale of not less than one inch equals one hundred feet (1" = 100') and shall show the following:
			The scale, north point and date.
		Findings	This standard is met as shown on Sheet 1 of the preliminary plat.
\boxtimes		16.04.030.1 .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.
		Findings	As shown on Sheet 1 of the preliminary plat, the subdivision is named "1 st and 4 th Condominiums" which is not the same as any other subdivision in Blaine County, Idaho.
\boxtimes		16.04.030.1.3	The name and address of the owner of record, the subdivider, and the engineer, surveyor, or other person preparing the plat.
		Findings	As shown on Sheet 1, the owner and subdivider is Waypoint Pearl, LLC. The plat was prepared by Randall French of Benchmark Engineering.
\boxtimes		16.04.030.1.4	Legal description of the area platted.
		Findings	The legal description of the area platted is shown on Sheet 1 of the preliminary plat under the title.
\boxtimes		16.04.030.1.5	The names and the intersecting boundary lines of adjoining subdivisions and parcels of property.
		Findings	Sheet 1 of the preliminary plat indicates the boundary lines of the adjoining Ketchum Townsite lots to the west and south.
\boxtimes		16.04.030.1.6	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.
		Findings	Sheet 1 of the preliminary plat shows the contour lines for the subject property.
		16.04.030.17	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.
		Findings	Sheet 1 of the preliminary plat shows the location of the existing building on the adjacent property to the south, the building under construction on the subject property, and all adjacent streets and easements.
\boxtimes		16.04.030.1.8	Boundary description and the area of the tract.
		Findings	Sheet 1 provides the boundary description of the area, square footage and acreage of the lot, and the area of each unit as will be platted.
\boxtimes		16.04.030.I .9	Existing zoning of the tract.
		Findings	Plat note #10 on Sheet 1 of the preliminary plat lists the existing zoning of the subject property.
\boxtimes		16.04.030.I .10	The proposed location of street rights of way, lots, and lot lines, easements, including all approximate dimensions, and including all proposed lot and block numbering and proposed street names.
		Findings	Sheet 1 of 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.
\boxtimes		16.04.030.I .11	The location, approximate size and proposed use of all land intended to be dedicated for public use or for common use of all future property owners within the proposed subdivision.

		Findings	Chaot 1 of the proliminary plat identifies all common process within the project that
		Findings	Sheet 1 of the preliminary plat identifies all common areas within the project that will be for the use of all future property owners. Easement A is identified on Sheet 1 and is for public utility and emergency access, public pedestrian access, and
			ingress/egress access for Lots 1B and 6A.
		16.04.030.I .12	The location, size and type of sanitary and storm sewers, water mains, culverts and other surface or subsurface structures existing within or immediately adjacent to the proposed sanitary or storm sewers, water mains, and storage facilities, street improvements, street lighting, curbs, and gutters and all proposed utilities.
		Findings	Sheet 1 of the preliminary plat shows all existing and proposed water mains, sanitary sewer mains.
	\boxtimes	16.04.030.I .13	The direction of drainage, flow and approximate grade of all streets.
		Findings	This standard does not apply as no new streets are proposed.
		16.04.030.I .14	The location of all drainage canals and structures, the proposed method of disposing of runoff water, and the location and size of all drainage easements, whether they are located within or outside of the proposed plat.
		Findings	This standard does not apply as no new drainage canals or structures are proposed. All right of way and alley improvements have been designed per city standards as reviewed and approved at the time of building permit issuance on April 19, 2021.
	\boxtimes	16.04.030.I .15	All percolation tests and/or exploratory pit excavations required by state health authorities.
		Findings	This standard does not apply as no additional tests are required.
\boxtimes		16.04.030.1	A copy of the provisions of the articles of incorporation and bylaws of
		.16	homeowners' association and/or condominium declarations to be filed with the final plat of the subdivision.
		Findings	The applicant provided a draft copy of the articles of incorporation, bylaws, and declarations with the application submittal. Final declarations will be recorded prior to or in conjunction with final plat recording.
		16.04.030.I .17	Vicinity map drawn to approximate scale showing the location of the proposed subdivision in reference to existing and/or proposed arterials and collector streets.
		Findings	Sheet 1 of the preliminary plat includes a vicinity map that satisfies this requirement.
		16.04.030.I .18 <i>Findings</i>	The boundaries of the floodplain, floodway and avalanche zoning district shall also be clearly delineated and marked on the preliminary plat.The subject property is not within a floodplain, floodway, or avalanche zone
			district.
		16.04.030.I .19	Building envelopes shall be shown on each lot, all or part of which is within a floodway, floodplain, or avalanche zone; or any lot that is adjacent to the Big Wood River, Trail Creek, or Warm Springs Creek; or any lot, a portion of which has a slope of twenty five percent (25%) or greater; or upon any lot which will be created adjacent to the intersection of two (2) or more streets.

		Findings	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.
\boxtimes		16.04.030.I .20	Lot area of each lot.
		Findings	Sheet 1 of the preliminary plat shows the area of the overall lot and area of each individual unit.
\boxtimes		16.04.030.I .21	Existing mature trees and established shrub masses.
		Findings	There are no existing trees or shrub masses on the property.
		16.04.030.I .22	A current title report shall be provided at the time that the preliminary plat is filed with the administrator, together with a copy of the owner's recorded deed to such property.
		Findings	The applicant provided a title commitment issued by Stewart Title dated February 16, 2022, and a warranty deed recorded at Instrument Number 681852 with the initial application.
\boxtimes		16.04.030.I .23	Three (3) copies of the preliminary plat shall be filed with the administrator.
		Findings	The City of Ketchum received hard and digital copies of the preliminary plat at the time of application.
		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.
		Findings	As shown on Sheet 1 of the preliminary plat, all proposed improvements to the public right-of-way are shown. The applicant also submitted a set of construction plans for review by the City Engineer at the time of building permit application. The building permit was issued on April 19, 2022. The subject property does not include any watercourses, rock outcroppings, shrub masses or historic areas.
		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.
		Findings	The applicant also submitted a set of construction plans for review by the City Engineer at the time of building permit application. The building permit was issued on April 19, 2022.
		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.
	Findings	This standard does not apply as this is a preliminary plat application, not a final plat application. Per Development Agreement #20427, all improvements are required prior to Certificate of Occupancy for the project.
	16.04.040.D	As Built Drawing: Prior to acceptance by the city council of any improvements installed by the subdivider, two (2) sets of as built plans and specifications, certified by the subdivider's engineer, shall be filed with the city engineer. Within ten (10) days after completion of improvements and submission of as built drawings, the city engineer shall certify the completion of the improvements and the acceptance of the improvements, and shall submit a copy of such certification to the administrator and the subdivider. If a performance bond has been filed, the administrator shall forward a copy of the certification to the city clerk. Thereafter, the city clerk shall release the performance bond upon application by the subdivider.
	Findings	This standard does not apply as this is a preliminary plat application, not a final plat application.
	16.04.040.E	 Monumentation: Following completion of construction of the required improvements and prior to certification of completion by the city engineer, certain land survey monuments shall be reset or verified by the subdivider's engineer or surveyor to still be in place. These monuments shall have the size, shape, and type of material as shown on the subdivision plat. The monuments shall be located as follows: All angle points in the exterior boundary of the plat. All street intersections, points within and adjacent to the final plat. All angle points and points of curves on all streets. The point of beginning of the subdivision plat description.
	Findings	This standard does not apply as this is a preliminary plat application, not a final plat application.
	16.04.040.F	Lot Requirements: 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.

	Findings	 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: a. For lot line shifts of parcels that are entirely within slopes of twenty five percent (25%) or greater to create a reasonable building envelope, and mountain overlay design review standards and all other city requirements are met. b. For small, isolated pockets of twenty five percent (25%) or greater that are found to be in compliance with the purposes and standards of the mountain overlay district and this section. 3. Corner lots shall have a property line curve or corner of a minimum radius of twenty five feet (25') unless a longer radius is required to serve an existing or future use. 4. Side lot lines shall be within twenty degrees (20°) to a right angle or radial line to the street line. 5. Double frontage
	16.04.040.G	 G. Block Requirements: The length, width and shape of blocks within a proposed subdivision shall conform to the following requirements: 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. Blocks shall be laid out in such a manner as to comply with the lot requirements. 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.
	Findings	This standard is not applicable as no new lots are being created.
	16.04.040.H	Street Improvement Requirements: 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 tha

	Findings	 12. A tangent of at least one hundred feet (100') long shall be introduced between reverse curves on arterial and collector streets; 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 street swithin 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; 14. Street alignment design shall follow natural terrain contours to result in safe streets, usable lots, and minimum cuts and fills; 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; 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; 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; 18. Street lighting may be required by the commission or council where appropriate and shall be installed by the subdivider as a required improvement; 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; 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; 21. Whenever a proposed subdivision requires construction or a new bridg
	Findings	
	16.04.040.I	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.
	Findings	The Design Review application included proposed improvements to the alley to facilitate pedestrian and vehicular access, and utilities. Per Development Agreement 20427, the applicant requested vacation of the alley, and vacation was approved. The building permit application included the construction plans for the final alley improvements which were reviewed and approved by the City Engineer.
	16.04.040.J	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. 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 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. 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. 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. 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 resolm. 5. No ditch, pipe or structure for irrigation water or irrigation wastewater shall be constructed,
	Findings	Easement A is included on the preliminary plat as required by the Design Review approval and final plat approval for the removal of lot lines and vacation of the

		alley. Easement A includes public utility, emergency access, and pedestrian
		access. The easement also permits ingress and egress access to Lots 1B and 6A.
	16.04.040.K	Sanitary Sewage Disposal Improvements: Central sanitary sewer systems shall be installed in all subdivisions and connected to the Ketchum sewage treatment system as a required improvement by the subdivider. Construction plans and specifications for central sanitary sewer extension shall be prepared by the subdivider and approved by the city engineer, council and Idaho health department prior to final plat approval. In the event that the sanitary sewage system of a subdivision cannot connect to the existing public sewage system, alternative provisions for sewage disposal in accordance with the requirements of the Idaho department of health and the council may be constructed on a temporary basis until such time as connection to the public sewage system is possible. In considering such alternative provisions, the council may require an increase in the minimum lot size and may impose any other reasonable requirements which it deems necessary to protect public health, safety and welfare.
	Findings	The property is served by city sewer services. Sheet 1 of the preliminary plat shows the location of sewer service to the project.
	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.
	Findings	The property is served by city water services. Sheet 1 of the preliminary plat shows the location of water service to the project.
	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.
	Findings	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.
	16.04.040.N	Cuts, Fills, And Grading Improvements: Proposed subdivisions shall be carefully planned to be compatible with natural topography, soil conditions, geology and hydrology of the site, as well as to minimize cuts, fills, alterations of topography,

streams, drainage channels, and disruption of soils and vegetation. The design criteria shall include the following:
 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. 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:
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.
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.
Where cuts, fills, or other excavations are necessary, the following development standards shall apply:
a. Fill areas shall be prepared by removing all organic material detrimental to proper compaction for soil stability.
b. Fills shall be compacted to at least ninety five percent (95%) of maximum density as determined by AASHO T99 (American Association of State Highway Officials) and ASTM D698 (American standard testing
methods). c. Cut slopes shall be no steeper than two horizontal to one vertical (2:1).
Subsurface drainage shall be provided as necessary for stability. d. Fill slopes shall be no steeper than three horizontal to one vertical
(3:1). Neither cut nor fill slopes shall be located on natural slopes of three to one (3:1) or steeper, or where fill slope toes out within twelve feet
(12') horizontally of the top and existing or planned cut slope.
e. Toes of cut and fill slopes shall be set back from property boundaries a distance of three feet (3'), plus one-fifth (1/5) of the height of the cut or
the fill, but may not exceed a horizontal distance of ten feet (10'); tops and toes of cut and fill slopes shall be set back from structures at a
distance of at least six feet (6'), plus one-fifth (1/5) of the height of the

		cut or the fill. Additional setback distances shall be provided as necessary
		to accommodate drainage features and drainage structures.
	Findings	This standard does not apply as this application is a condominium subdivision of an existing lot. On-site grading for the new condominium building meets all grading requirements and was reviewed at the time of building permit application.
	16.04.040.O	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.
	Findings	The applicant submitted a site grading and drainage plan with the building permit application showing drainage for the subject property. No common drainage courses are utilized or disturbed. The grading and drainage plan meets all requirements, not impacting adjacent properties.
	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.
	Findings	As shown on Sheet 1 of the preliminary plat, all utilities will be installed underground. Transformer and other utility equipment will be located within the former alley (vacated). Location and required screening was reviewed and approved with the Design Review and Building Permit applications.
	16.04.040 <i>.Q</i>	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.
	Findings	The proposed condominium development does not create substantial additional traffic; therefore, no off-site improvements are required other than required improvements to drainage and sidewalks as outlined above.

FINDINGS REGARDING COMPLIANCE WITH CONDOMINIUM SUBDIVISON REQUIREMENTS

				Condominium Plat Requirements
C	ompliar	nt		
Yes	No	N/A	City Code	Standards
			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.
			Findings	The applicant provided a draft copy of the articles of incorporation, bylaws, and declarations with the application submittal.
\boxtimes			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.
			Findings	As shown on Sheet 1 of the preliminary plat, the underground parking garage layout is shown on the "Basement" payout. A total of 31 spaces is provided, 16 of which must be dedicated to individual condo units per the Design Review approval. The prelim plat outlines each parking space as a L/C or Limited Common Element and designates the unit by which the parking space is dedicated to. The remaining units are not required parking and can be managed by the owner as needed.
Image: Second state state Image: Second state Image: Second state Image: Second state Image: Second state Image: Second state Image: Second state Image: Second state Image: Second state		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.	
			Findings	As shown on Sheet 1 of the preliminary plat, there is some general storage in the underground parking area noted on the Basement floorplan. Additional storage for each unit is located within the condominium unit as shown on the floor plans approved with the building permit issuance.
			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.
			Findings	Mechanical equipment rooms are designated on each floor as common areas. The ground floor includes a large garbage storage area.
Image: Second system Image: Second system Image: Second system Image: Second system Image: Second system Image: Second system Image: Second system Image: Second system Image: Second system Image: Second system Image: Second system Image: Second system Image: Second system Image: Second system Image: Second system Image: Second system Image: Second system Image: Second system Image: Second system Image: Second system Image: Second system Image: Second system Image: Second system Image: Second system Image: Second system Image: Second system Image: Second system Image: Second system Image: Second system Image: Second system Image: Second system Image: Second system Image: Second system Image: Second system Image: Second system Image: Second system Image: Second system Image: Second system Image: Second system Image: Second system Image: Second system Image: Second system Image: Second system Image: Second system Image: Second system Image: Second system Image: Second system Image: Second system Image: Second system Image: Second system Image: Second system		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.	
			Findings	The third floor condominium units each include outdoor deck space. On the second and first floors, the residents have access to outside common areas available to all residents as noted on the floor plans.
			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.
			Findings	The project has been reviewed for compliance with all other section of the subdivision standards. The project is in compliance as discussed above.

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 application for the development and use of the project site.
- 2. The Council has authority to hear the applicant's Condominium Preliminary Plat Application pursuant to Ketchum Municipal Code Title 16.
- 3. The City of Ketchum Planning Department provided notice for the review of this application in accordance with Ketchum Municipal Code §16.04.030.
- 4. The application is governed under Ketchum Municipal Code Chapter 16.04.
- 5. The Condominium Preliminary Plat application meets all applicable standards specified in Title 16 of Ketchum Municipal Code.

DECISION

THEREFORE, the Council **approves** this Condominium Preliminary Plat Application File No. P22-016A this Tuesday, July 5, 2022, subject to the following conditions of approval.

CONDITIONS OF APPROVAL

- 1. The final plat shall reflect the removal of the term "former" in plat note 6 and shall reflect the removal of the legend under the basement floor plan referencing commercial and residential.
- 2. The preliminary plat is subject to all conditions of approval associated with Design Review approval P19-038, and all provisions of Development Agreement #20427, and First Amendment to Development Agreement #20472.
- 3. Failure to record a Final Plat within two (2) years of Council's approval of a Preliminary Plat shall cause the Preliminary Plat to be null and void.

Findings of Fact **adopted** this 5th day of July 2022.

Neil Bradshaw, Mayor Ketchum City Council



City of Ketchum Planning & Building

IN RE: 1 st and 4 th Mixed Use Final Plat Date: July 5, 2022 File Number: P22-016B)) KETCHUM CITY COUNCIL) FINDINGS OF FACT, CONCLUSIONS OF LAW, AND) DECISION))
PROJECT:	1 st and 4 th Mixed Use
APPLICATION TYPE:	Final Plat
FILE NUMBER:	P22-016B
ASSOCIATED APPLICATIONS:	Second Amendment of Development Agreement (P22-016) Condominium Preliminary Plat (P22-016A) First Amendment of Development Agreement (P20-122) Design Review (P19-038) Variance (P19-040) Development Agreement #20427 (P19-037) Petition for Alley Vacation (P19-036) Preliminary Plat for Removal of Lot Lines (P19-039)
REPRESENTATIVE:	Dave Patrie, Benchmark Associates
OWNER:	Waypoint Pearl, LLC – Jack E. Bariteau
LOCATION:	391 First Ave North and 120 W 4 th Street – Lot 1B, Block 57, Ketchum Townsite
ZONING:	Community Core – Subdistrict 2 – Mixed Use (CC-2)
OVERLAY:	None

RECORD OF PROCEEDINGS

The City of Ketchum received applications for a Development Agreement Amendment, Condominium Preliminary Plat, and Final Plat for the 1st and 4th Mixed Use project, located at 391 First Ave North, on March 16th, April 6th and April 7th of 2022 respectively. The applications have been reviewed concurrently and were deemed complete on April 18, 2022. Department comments were provided to the applicant on April 18, 2022. All department comments have been addressed satisfactorily through applicant revision of project plans or conditions of approval.

The Ketchum City Council (the "Council") considered the 1st and 4th Mixed Use development agreement amendment (Application No. P22-016) and the Final Plat (Application No. P22-016B) applications during a regular meeting on June 14, 2022. A public hearing notice for the project was mailed to all owners of property within 300 feet of the project site and all political subdivisions on May 25, 2022. The public hearing notice was published in the Idaho Mountain Express the on May 25, 2022. A notice was posted on the project site and on the city's website on May 25, 2022.

The applications were considered by the concurrently, and the associated public hearings were combined in accordance with Idaho Code §67-6522. After considering staff's analysis, the applicant's presentation, and public comment, the Council approved of the development agreement amendment and condominium preliminary plat applications unanimously.

BACKGROUND

The Applicant is constructing a new mixed-use building at 391 First Ave N and 120 W 4th Street (the "subject property"). The building includes an underground parking garage, 12 employee housing units, 3 community housing units, 7 market rate residential units, and approximately 6,900 square feet of ground floor commercial space (the "project"). The project includes 31 underground parking spaces, seven dedicated to the commercial uses, and nine dedicated to residential units that require parking. The remaining 15 spaces will be made available to the tenants of the employee housing and community housing units dependent on need and availability. The employee housing and community housing units are exempt from parking requirements.

The project received Design Review approval from the Commission on June 6, 2019. Following Design Review approval, the Development Agreement (#20427) was approved by the City Council on December 16, 2019. An amendment to the Development Agreement was approved on January 19, 2021 amending various deadlines within the agreement including building permit issuance, receipt of certificate of occupancy, and others. A building permit was issued for the project on April 19, 2021.

FINDINGS OF FACT

The 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:

CONFORMANCE WITH APPROVED PRELIMINARY PLAT

The subdivision preliminary plat was approved by the Ketchum City Council on December 16, 2019 with five conditions of approval. Below is an overview of the conditions and how the project is in conformance with each:

Condition #1: Related to the removal of the Ketchum Springs Water Line and new services to adjacent property owners prior to recording of the final plat.

• The 1st and 4th development project has completed the removal of the Ketchum Springs Water Line and service to all adjacent property owners have been completed as of the date of this report.

Condition #2: Related to the dedication of public utilities, maintenance responsibilities for the pedestrian/non-vehicular easement, allowance for installation of public amenities.

• Plat note 1 on the final plat identify the pedestrian/non-vehicular easement and allowance for public amenities to be placed within said easement. Plat note 4 references the right-of-way encroachment and maintenance agreement which references ongoing maintenance responsibilities and requirements for snowmelt, lighting, and signage.

Condition #3: Regarding the alley maintenance agreement for the entire alley within Block 57.

• Plat note 4 references an encroachment agreement recorded at instrument number #675091 which stipulates ongoing maintenance requirements for the full extent of the alley on Block 57.

Condition #4: Regarding building restrictions within the vacated alleyway.

• Plat note 2 stipulates no building shall encroach into the vacated alley.

Condition #5: Regarding the recordation of the development agreement.

• Plat note 3 notates Development Agreement #20427 and the First Amendment of Development Agreement #20427 with associated recording instrument numbers.

COMPLIANCE WITH FINAL PLAT SUBDIVISION REQUIREMENTS

				Final Plat Requirements			
С	omplia	ant					
Yes	No	N/A	City Code	City Standards			
\boxtimes			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 City Engineer verified that the final plat includes this element, as shown on Sheet 1 of the Final Plat.			
\boxtimes			16.04.030.K.2	Location and description of monuments.			
			Findings	The City Engineer verified that the final plat includes this element, as shown on Sheet 1 of the Final Plat.			
			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	As shown on Sheet 1, all elements of the preliminary plat are included on the final plat. The property is not within the floodplain, floodway, or avalanche districts. All other bearings and dimensions have been reviewed by the City Engineer for accuracy.			
\boxtimes			16.04.030.K.4	Names and locations of all adjoining subdivisions.			
			Findings	As shown on Sheet 1, the property is adjacent to multiple Ketchum Townsite lots.			
\boxtimes			16.04.030.K.5	Name and right-of-way width of each street and other public rights-of-way.			
			Findings	As shown on Sheet 1, rights-of-way and widths are shown for Second and First Avenues, and Third and Fourth Streets.			
			16.04.030.K.6	Location, dimension and purpose of all easements, public or private.			

\mathbf{X}				
			Findings	As shown on Sheet 1, all easements are outlined and dimensioned. The plat notates Easement A, a public utility, emergency access, public pedestrian access easement, and access easement for tenants and owners of Lot 1B, Lot 6A, and the City of Ketchum.
\boxtimes			16.04.030.K.7	The blocks numbered consecutively throughout each block.
			Findings	As shown on Sheet 1, there is only one block for the subdivision which is identified in the legal description.
			I6.04.030.K.8 The outline of any property, other than a street, alley or easemed offered for dedication to public use, fully dimensioned by distant bearings with the area marked "Dedicated to the City of Ketchur Use", together with any other descriptive language with regard nature of the use of the land so dedicated.	
			Findings	The plat notates Easement A, a public utility, emergency access, public pedestrian access easement, and access easement for tenants and owners of Lot 1B, Lot 6A, and the City of Ketchum.
X			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	As shown on Sheet 1, the title of the final plat includes all required information.
☑ □ 16.04.030.K.10 Scale, north arrow and date.		Scale, north arrow and date.		
			Findings	The scale, north arrow, and date are included on Sheet 1 of the final plat.
X			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	All existing streets are notated. No additional streets are being created or dedicated. The plat also notates the alley, half of which remains city right-of-way.
			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	This standard is not applicable as this final plat does not create a condominium subdivision.
\boxtimes			16.04.030.K.13	Certificate by registered engineer or surveyor preparing the map certifying to the accuracy of surveying plat.
			Findings	Sheet 2 of the final plat includes a Surveyor Certificate and a Project Engineer Certificate.
\boxtimes			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	The title report, dated April 16, 2019, was used in the preparation of the final plat.
\boxtimes			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.
	1	1	Findings	Sheet 1 of the final plat includes the current owner of record information.

			<i>Findings</i> 16.04.030.K.17 <i>Findings</i> 16.04.030.K.18	Sheet 1 includes a Project Engineer Certificate.Certification and signature of the City Engineer verifying that the subdivision and design standards meet all City requirements.Sheet 1 includes a City Engineer Certificate.			
			Findings	and design standards meet all City requirements.			
			-	Sheet 1 includes a City Engineer Certificate.			
			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.			
			Findings	Sheet 1 includes a City Clerk Certificate.			
			16.04.030.K.19				
				development of such subdivision to provide for the public health, safety and			
				welfare.			
			Findings	The plat notes shown on Sheet 1 cover all requirements of the preliminary			
				plat, any restrictive plat notes from the previous subdivision. Sheet 1 also			
				includes the Health Certificate.			
			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 licensed in the state.		the proposed subdivision. Such plans shall be prepared by a civil engineer				
				licensed in the state.			
			Findings	All improvements were reviewed and approved at the time of building permit			
			_	issuance and will be completed prior to certificate of occupancy per the			
				provisions of Development Agreement #20427, as amended. No additiona			
				approvals are required at this time.			
			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.			
	Findings All improvements were reviewed and approved at the time of bui issuance and will be completed prior to certificate of occupancy p provisions of Development Agreement #20427, as amended. No a approvals are required at this time.						

	16.04.040.D	As Built Drawing: Prior to acceptance by the city council of any improvements installed by the subdivider, two (2) sets of as built plans and specifications, certified by the subdivider's engineer, shall be filed with the city engineer. Within ten (10) days after completion of improvements and submission of as built drawings, the city engineer shall certify the completion of the improvements and the acceptance of the improvements, and shall submit a copy of such certification to the administrator and the subdivider. If a performance bond has been filed, the administrator shall forward a copy of the certification to the city clerk. Thereafter, the city clerk shall release the performance bond upon application by the subdivider.
	Findings	All improvements were reviewed and approved at the time of building permit issuance and will be completed prior to certificate of occupancy per the provisions of Development Agreement #20427, as amended. No additional approvals are required at this time.
	16.04.040.E	Monumentation: Following completion of construction of the required improvements and prior to certification of completion by the city engineer, certain land survey monuments shall be reset or verified by the subdivider's engineer or surveyor to still be in place. These monuments shall have the size, shape, and type of material as shown on the subdivision plat. The monuments shall be located as follows: 1. All angle points in the exterior boundary of the plat. 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.
	Findings	Per Surveyor's Narrative note 1 on Sheet 1, all monuments have been found and placed per these requirements.

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 application for the development and use of the project site.
- 2. The Council has authority to hear the applicant's Final Plat Application pursuant to Ketchum Municipal Code Title 16.
- 3. The City of Ketchum Planning Department provided notice for the review of this application in accordance with Ketchum Municipal Code §16.04.030.
- 4. The application is governed under Ketchum Municipal Code Chapter 16.04.
- 5. The Final Plat application meets all applicable standards specified in Title 16 of Ketchum Municipal Code.

DECISION

THEREFORE, the Council **approves** this Final Plat Application File No. P22-016B this Tuesday, July 5, 2022, subject to the following conditions of approval.

CONDITIONS OF APPROVAL

- 1. This Final Plat application is subject to all conditions of approval for Design Review approval P17-038 and all provisions of Development Agreement #20527, First Amendment to Development Agreement #20427, and Second Amendment to Development Agreement #20427.
- 2. Failure to record the Final Plat within one year of Council's approval of the Final Plat shall cause the Final Plat to be null and void.

Findings of Fact **adopted** this 5th day of July 2022.

Neil Bradshaw, Mayor Ketchum City Council



City of Ketchum

July 5, 2022

Mayor Bradshaw and City Councilors City of Ketchum Ketchum, Idaho 83340

Mayor Bradshaw and City Councilors:

Recommendation to Approve Purchase Order #22114 to Replace One HVAC Unit at City Hall

Recommendation and Summary

Staff is recommending the Council approve Purchase Order #22114 with Thornton Heating to replace one gas/ electric HVAC unit at City Hall by adopting the following motion:

"I move to approve Purchase Order #22114 with Thornton Heating for a new HVAC unit at City Hall."

Introduction and History

The current unit has failed and is not repairable. Initially, the city scoped replacement of all mechanical systems as part of the tenant improvements to new City Hall. The systems are not only at the end of their useful life; they are also very inefficient and do not meet the city's clean energy standards. The initial estimate below was developed and <u>did not</u> include costs associated with strengthening electrical service to the building.

23 HEATING, VENTILATING & AIR CONDITIONING

HVAC Demolition, Allowance	15,575	SF	1.73	\$26,945
Sheetmetal Duct & Insulation	14,020	LBS	10.64	\$149,173
Grilles, Registers & Diffusers	100	EA	258.75	\$25,875
HVAC Equipment, Allowance	15,575	SF	25.30	\$394,048
HVAC Control System	15,575	SF	4.89	\$76,162
HVAC Test & Balance	80	HRS	120.75	\$9,660
HVAC Misc Work, Allowance	1	LS	35,000	\$35,000
		-	46.03	\$716,862

Based on the need to reduce the scope and budget, this component was reduced from the final project. Staff did investigate installation of an electric-based cooling unit but power upgrade to the building would need to occur.

<u>Financial Impact</u> Funds will come from the CIP account.

<u>Attachments</u> Purchase Order #22114 Thornton Heating Quote



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: 22114

То:	Ship to:	
4114 THORNTON HEATING & SHEETMETAL INC BOX 242 KETCHUM ID 83340	CITY OF KETCHUM PO BOX 2315 KETCHUM ID 83340	

P. O. Date	Created By	Requested By	Department	Req Number	Terms
07/01/2022	kchoma	kchoma		0	

Quantity	Description		Unit Price	Total
1.00	CITY HALL FURNACE	01-4193-9930	15,345.00	15,345.00
				0.00
		S	HIPPING & HANDLING	0.00
			TOTAL PO AMOUNT	15,345.00

Thornton Heating & Sheetmetal, INC. P.O.Box 242 Ketchum, Idaho 83340 208-726-5520

Proposal

 Date
 Estimate #

 6/15/2022
 2098

[]	Sales Rep	GC
Name / Address	P	oject
Ketchum City Hall		
City of Ketchum Box 2315	191 V	7. 5th. St.
Ketchum, ID, 83340		

Quantity	Description	Cost	t Total
	HVAC		
1	State HVAC permit	39	00.00 390.00
1	Demo with discard fees	86	50.00 860.00
1	Carrier 96% efficient gas furnace	3,78	3,788.00
1	Carrier R-410 A/C coil	1,32	20.00 1,320.00
1	Carrier 13 SEER A/C condenser	4,45	58.00 4,458.00
1	Crane rental	68	680.00
1	Installation and ductwork modification	3,84	9.00 3,849.00
	thorntonheating@hotmail.com	Total	\$15,345.00

Terms: All material is guaranteed to be as specified. All work to be completed in a professional manner according to standard practices. Any alteration or deviation from the original proposal will be an extra charge above the original figure. Proposals are good for 30 days. Any proposal constitutes a firm price for work to be done. Budget numbers will be billed on time and material and can exceed or fall short of proposal price.

Signature

ALL CREDIT CARD PAYMENTS WILL HAVE A 3% PROCESSING FEE AS OF 5/04/2020.

Date:



City of Ketchum

July 5, 2022

Mayor Bradshaw and City Councilors City of Ketchum Ketchum, Idaho

Mayor Bradshaw and City Councilors:

Recommendation to Amend Professional Services Contract and Purchase Order #22112 with HDR Engineering Related to Main Street Transportation Planning

Recommendation and Summary

HDR Engineering was selected in fall of 2021 to complete the Main Street and Warm Springs Road Transportation Alternatives Analysis. Staff is recommending an amendment to the contract to (1) extend through December 31, 2022 and (2) complete Main Street micro-simulation scope of work.

"I move to amend professional services contract with HDR for increased duration and budget to complete Main Street microsimulation."

The reasons for the recommendation are as follows:

- Council directed staff to return with an addendum and scope of work to complete Main Street simulation.
- Time is of the essence to complete due diligence activities as ITD could rebuild Main Street as soon as next year.
- HDR has staff capacity to complete addendum scope of work over the next several months for Council review and public input.

Sustainability Impact

Potential future improvements will decrease stop-and-go vehicular traffic and improve the pedestrian realm.

<u>Financial Requirement/Impact</u> Increased scope can be funded via the Main Street/Warm Springs Road project budget.

<u>Attachments</u> Contract addendum Microsimulation scope of work

EXTENSION AMENDMENT OF AGREEMENT FOR PROFESSIONAL SERVICES

THIS FY22 EXTENSION AND AMENDMENT OF AGREEMENT FOR PROFESSIONAL SERVICES (FY22 EXTENSION) is made by and between the CITY OF KETCHUM, a municipal corporation organized and existing by virtue of the laws of the state of Idaho, and HDR INC. (Boise, Idaho).

- A. The City and HDR entered into an original Agreement for Professional Engineering Services related to Main Street and Warm Springs Transportation Planning which has successfully continued to the current time.
- B. The City and HDR mutually desire to extend such Agreement until December 31, 2022.

AMENDMENT TERMS

- 1. Completion of Task Orders #1 and #2 are extended through December 31, 2022.
- 2. Authorize Supplemental #1 scope of work and not to exceed amount of \$39,392.00.

CITY OF KETCHUM

By: _____

Neil Bradshaw, Mayor

ATTEST:

Lisa Enourato, Interim City Clerk

HDR ENGINEERING

By: _____

Kate Eldridge, Vice President

SCOPE OF SERVICES

Supplemental # 1

Project Description

The purpose of the project is to evaluate alternatives for Main Street (SH-75) between River Street and Saddle Road for the City of Ketchum, Idaho (City).

The original Scope of Services (SOS) includes the data collection, travel demand forecasting, analysis, and alternatives evaluation for Main Street. HDR Engineering, Inc. (HDR) is the prime consultant with L2 Data Collection (L2) as subconsultant.

The purpose of this supplemental SOS is to provide microsimulation models and analysis of the no-build alternative and two build alternatives under future travel demand conditions.

The scope narrative is organized by the following tasks:

- Task 100 Project Management
- Task 600 Alternative Concepts Analysis and Evaluation

Key Understandings

- 1. The City is the agreement administrator and the project is funded by the City. State and Federal funds will not be used.
- 2. This supplemental SOS assumes an additional three (3) month project duration for estimating purposes, with report delivery no later than August 19, 2022, based on an NTP of May 20, 2022.
- 3. In providing opinions of probable construction cost for the project, HDR has no control over cost or price of labor and materials, unknown or latent conditions of existing equipment or structures that might affect operation or maintenance costs, competitive bidding procedures and market conditions, time or quality of performance by operating personnel or third parties, and other economic and operational factors that might materially affect the ultimate cost or schedule. HDR, therefore, will not warranty project costs will not vary from HDR's opinions, analyses, projections, or estimates.
- 4. All deliverables will be electronic PDF files. Where hard copies are required, it will be noted in the tasks below.

600 ALTERNATIVE CONCEPTS ANALYSIS AND EVALUATION

660 Microsimulation Analysis

To further evaluate the lane reconfiguration alternative, HDR will conduct an operational analysis using microsimulation (Vissim version 2022) for 2042 analysis year conditions. An existing conditions Vissim model will be developed for the same study area as previously analyzed in Synchro/SimTraffic and will be calibrated to existing traffic flow and field observations. The existing conditions Vissim model will model pedestrians at the study intersections including the HAWK signal.

The calibrated existing conditions model will be used to develop and analyze up to three alternatives:

1



City of Ketchum | Scope of Services Main Street (SH-75) Alternatives Analysis Supplemental # 1 May 10, 2022

- 2042 No-Build
- 2042 Build Alternative 1: Proposed Lane Reconfiguration (3 lane section)
- 2042 Build Alternative 2: Add Left Turn Lanes at Sun Valley Road Intersection (keep existing 4 lane section on rest of the corridor)

Intersection, multimodal, and roadway segment operations will be estimated for roadways and intersections with assumed intersection control identified through discussions with the City and ITD. Travel times, delay and queuing along Main Street will be documented from Vissim simulation runs of each alternative. Animations created from the Vissim model will provide a visual demonstration of the Build alternatives operations.

Assumptions

- New data collection will not be performed. The Vissim analysis will utilize existing and future traffic volumes previously developed.
- Model calibration will be limited to traffic volumes and field observations provided there is no available travel time data for calibration.
- Model development, calibration, and results will be documented in the Final Report.

Deliverables

- Results and comparison of alternative Vissim model analyses presented in the Final Report
- Visualizations of alternative model runs demonstrating operations under future travel demand

233

2

HDR Engineering, Inc. City of Ketchum Main Street (SH-75) Alternatives Analysis Supplemental # 1

Suppleme	ntal # 1	TOTAL	Principal in Charge	Quality Control	Project Manager	Senior Traffic Engiener	Traffic Engineer	Accounting
600	Alternative Concepts Analysis and Evaluation	224	0	8	2	60	150	4
660	Microsimulation Analysis	224		8	2	60	150	4
	Total:	224	0.0	8.0	2.0	60.0	150.0	4.0
	Total Check:	224.0	0.0	8.0	2.0	60.0	150.0	4.0
	Percent of Project Total:	100.0%	0.0%	3.6%	0.9%	26.8%	67.0%	1.8%

HDR

CONSULTANT NAME: HDR Engineering, Inc. PROJECT NAME: City of Ketchum Main Street (SH-75) Alternatives Ana PROJECT NO.: Supplemental # 1 KEY NO. N/A

DESIGN A. SUMMARY ESTIMATED MAN-DAY COSTS

			_	Man-Hours		Rate	Labor Cost
	1 Principal in Charge		=	0.00	@	\$319.00 =	\$0.00
	2 Quality Control		=	8.00	@	\$204.00 =	\$1,632.00
	3 Project Manager		=	2.00	@	\$235.00 =	\$470.00
	4 Senior Traffic Engiener		=	60.00	@	\$243.00 =	\$14,580.00
	5 Traffic Engineer		=	150.00	@	\$149.00 =	\$22,350.00
	6 Accounting		=	4.00	@	\$90.00 =	\$360.00
			TOTAL =	224.00		TOTAL =	= \$39,392.00
B. OUT-OF-POCKET EXPE	NSES						* •••••
						EXPENSE* =	\$0.00
C. ESCALATION			" See a	lached Direc	а Ехре	nses for HDR	
	May 20, 2022						
Anticipated Agreement Date: Project Duration:	May 20, 2022 3 months						
Escalation Period:	0 months						
Escalation Fenod.	Total Labor Cost			Esc Ratio		Annual Esc	
	\$39,392.00	х		0%	x	3.5% =	\$0.00
	\$33,332.00	Λ		070	^	5.570 -	ψ0.00
					HD	R Subtotal =	\$39,392.00
D. SUBCONSULTANTS							
D. SUBCONSULTANTS	L2 Data Collection						
				Subco	nsulta	nt Subtotal =	\$0.00
							+ • •
					Γ	TOTAL =	\$39,392.00



City of Ketchum

July 5, 2022

Mayor Bradshaw and City Councilors City of Ketchum Ketchum, Idaho

Mayor Bradshaw and City Councilors:

Recommendation to approve Purchase Order 22111 with Skinner Fawcett for Professional Services Related to Wastewater Revenue Bond Election

Recommendation and Summary

Bond Counsel is required to assist the city with due diligence associated with the November election, as well as post-election, to issue the revenue bonds. Staff is recommending to contract with Skinner Fawcett to serve as Bond Counsel.

"I move to approve Purchase Order #22111 with Skinner Fawcett for bond counsel services"

The reasons for the recommendation are as follows:

- Time is of the essence to complete due diligence activities to meet the September 9th deadline of placing this matter on the November 8th ballot
- Skinner Fawcett has provided similar services to numerous Idaho cities and counties
- Skinner Fawcett has staff capacity to immediately partner with Zions (Financial Advisor) to review debt issuance as well as prepare the ballot language

Sustainability Impact

The treatment plant discharges into the Big Wood River. One of the major focuses of the capital improvements is to meet current and future water quality standards. The city already utilizes a water reuse approach to service irrigation needs. The plan also reviewed any opportunities to reduce the consumption of electricity.

Financial Requirement/Impact

The attached engagement letter outlines the proposed fee structure of \$4,500 associated with the development of election ordinance and other documents. Should the city issue \$12 million in debt, Skinner Fawcett would be compensated \$27,500.

<u>Attachments</u> Purchase Order #22111 Engagement Letter



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: 22111

To:	Ship to:	
3836 SKINNER FAWCETT 515 SOUTH SIXTH STREET P.O. BOX 700 BOISE ID 83701-0700	CITY OF KETCHUM PO BOX 2315 KETCHUM ID 83340	

P. O. Date	Created By	Requested By	Department	Req Number	Terms
06/30/2022	kchoma	kchoma		0	

Quantity	Description	Unit Price	Total
1.00	BOND COUNSEL FOR WW REVENUE B 65-4350-4200	30,000.00	30,000.00
	SHI	PPING & HANDLING	0.00
	Г	TOTAL PO AMOUNT	30,000.00

SKINNER FAWCETT LLP LAW OFFICES

RICHARD A. SKINNER CHARLES W. FAWCETT DENNIS GIBALA HENRY C. RUDOLPH RYAN M. FAWCETT JOHN R. McDEVITT SEAN H. COSTELLO 250 W. BOBWHITE CT., STE 240, BOISE, IDAHO 83706 POST OFFICE BOX 700, BOISE, IDAHO 83701 TELEPHONE: (208) 345-2663 FAX: (208) 345-2668 E-MAIL: jmcdevitt@skinnerfawcett.com

July 1, 2022

City of Ketchum, Idaho 191 5th Street West Ketchum, ID 83340

Attn: Jade Riley, City Administrator

RE: City of Ketchum, Sewer Revenue Bonds, Series 2022

Ladies and Gentlemen:

At the request of the City of Ketchum, Blaine County, Idaho (the "City"), we are furnishing this letter to provide the proposed terms of our engagement as bond counsel for the above referenced bonds (the "Bonds") to be issued by the City, subject to voter approval, to: (i) finance the acquisition and construction of certain improvements to the City's Sewer System (the "System"), and (ii) pay the costs of issuance of the Bonds. This letter will serve to set forth the scope of our proposed services and the estimated fees and expenses for those anticipated services. We understand that the Bonds will be issued in an aggregate amount of up to approximately \$12,000,000.

Based on our understanding of this financing, we are prepared to furnish bond counsel services to the City, as our client, which services will include the preparation of an election ordinance, official action resolution, and one or more bond ordinances; conferences with representatives of the City, as necessary; preparation and arrangements for proceedings for authorization, sale and issuance of the Bonds; consultations with the financial advisor, underwriter, if any, the City and its attorney and consultants regarding issuance of the Bonds; preparation of the Bonds for delivery; preparation of closing documents; subject to our review of the proceedings and in reliance on the opinion of your City attorney, the rendering of final approving opinions as to the validity of the Bonds and tax-exemption of interest thereon; and, the preparation and forwarding of final transcripts of the bond documents.

Please note that our description for services does not include preparation of any offering literature for the Bonds or litigation proceedings without a separate agreement for those matters. Our engagement with respect to each issue of Bonds will end at the closing of each transaction unless additional arrangements are made in writing.

City of Ketchum July 1, 2022 Page 2

Our bond opinion(s) will be based on facts and law existing as of the date of each opinion. In rendering our bond opinion(s), we will rely upon the certified proceedings and other certifications of public officials and other persons furnished to us without undertaking to verify the same by independent investigation, and we will assume continuing compliance by the City with applicable laws relating to the Bonds. During the course of this engagement, we will rely on the City to provide us with complete and timely information on all developments pertaining to any aspect of the Bonds and their security.

Our fees for the above-described bond counsel services for this financing are provided below:

- 1. Bond Counsel Fees for 2022 Special Bond Election: We currently estimate that our fees to prepare the election ordinance, proposed ballot and the necessary notices and other election documents will be up to \$4,500. If any unforeseen or unusual details and/or difficulties arise in the process of preparing for the special bond election, additional fees may then become necessary above the estimated fees quoted above. However, any such necessary fee adjustment would first be discussed and confirmed with the City if those potential circumstances ever become evident to us.
- 2. Bond Counsel Fees for each series of City Sewer Revenue Bonds: For our bond counsel services relating to the issuance of up to two (2) separate series of Bonds in the aggregate principal amount of up to approximately \$12,000,000, we currently estimate that our fees for the first bond issue will be \$27,500 and, if a second bond issue is necessary, \$22,500 for the second bond issue. These fees are estimates and depend upon the exact nature and structure of each financing. Also, the cost of any bond trustee or paying agent services, rating agency fees, and similar items, if any, are not our responsibility. If any now unforeseen or unusual details and/or difficulties arise in the course of the bond transaction, or if the proposed structure of the Bond transaction is changed, or if a considerable period of time expires (e.g., one or more years from the commencement of preparing the bond documents for each separate issue of Bonds) before the financing closes, additional fees may then become necessary above the estimated fees quoted above. However, any such necessary fee adjustment would first be discussed and confirmed with the City if those potential circumstances ever become evident to us.

The above bond counsel fees relating to the 2022 special bond election and the first issue of the Bonds may be deferred and paid out of the proceeds of the first issue of Bonds no later than the date of bond closing. Thereafter, the above bond counsel fees relating to the issuance of the second series of Bonds, if necessary, may be deferred and paid out of the proceeds of such additional series of Bonds no later than the date of such bond closing. If any of the Bonds are not issued for any reason, then we will be compensated by the City for our services actually rendered, plus any out-of-pocket expenses incurred to that date subject to the above maximums.

City of Ketchum July 1, 2022 Page 2

Assuming the above arrangements are acceptable, please execute acknowledgment below and return the same to us. We look forward to working with the City to complete a successful financing.

Sincerely,

SKINNER FAWCETT LLP

JOHN R. McDEVITT

Accepted this _____ day of July, 2022, by an authorized representative of the City of Ketchum, Blaine County, Idaho.

By:		
Title:		



City of Ketchum

July 5, 2022

Mayor Bradshaw and City Councilors City of Ketchum Ketchum, Idaho

Mayor Bradshaw and City Councilors:

Recommendation to Withdraw Bureau of Land Management R&PP Application related to Bigwood River and Hulen Meadows Pond

Recommendation and Summary

The city has received a request that it withdraw its Bureau of Land Management (BLM) R&PP application so that Blaine County can serve as the lead governmental partner as the property is located outside the city limits.

"I move approval of the attached letter to facilitate withdrawing the city's R&PP application to the Bureau of Land Management."

The reasons for the recommendation are as follows:

- The city partnered with the Wood River Land Trust to complete concept plans for stream and vegetation improvements.
- Several public outreach sessions were completed. A common concern from Hulen Meadows residents was the role of the city in the project as it is located outside the city limits.
- Blaine County is supportive of the change in roles.

Introduction and History

The city initially filed the Recreation and/or Public Purpose application in 2008. The city coordinated with BLM through 2014 to refine the application. In August 2018, Congressman Simpson notified the BLM that appropriations bill 6147 would contain language for river/pond restoration. Although the bill did not become law, it demonstrated to the BLM the level of Congressional support for local collaboration. In February of 2019, the Wood River Land Trust and Hulen Meadows residents approached the BLM with a river restoration proposal.

Sustainability Impact

Improved water quality and fish habitat is a key component of the project.

Financial Requirement/Impact None

<u>Attachments</u> Letter to BLM Field Manager Letter of Support from Hulen Meadows Homeowners Association



City of Ketchum

July 5, 2022

Mr. Codie Martin, Field Manager <u>cjmartin@blm.gov</u> Shoshone Bureau of Land Management Shoshone Field Office 400 West F Street Shoshone, ID 83352-5284

Re: R&PP Application, IDI-36276

Dear Mr. Martin:

The City of Ketchum would like to withdraw its R&PP Application IDI-36276.

Any future plan development for the Sun Peak Area is more appropriate under Blaine County leadership, as this area is outside Ketchum city limits.

Thank you for your continuing assistance on this and many other projects in the Wood River Valley. We appreciate working with you and your staff.

Sincerely,

Neil Bradshaw Mayor

Cc: Dick Fosbury, Blaine County Commission Chair Muffy Davis, Blaine County Commissioner Angenie McCleary, Blaine County Commissioner June 29, 2022 Mayor Neil Bradshaw City of Ketchum PO Box 2315 Ketchum, Idaho 83340

Dear Mayor Bradshaw,

The Hulen Meadows Homeowners Association has no objection to the City of Ketchum withdrawing its application to the BLM Recreation and Public Purpose (R&PP) IDI-36276.

Yours truly,

Donna M Finegan

Donna M Finegan

Vice President

Hulen Meadows HOA and Water Co.



City of Ketchum

July 05, 2022

Mayor Bradshaw and City Councilors City of Ketchum Ketchum, Idaho

Mayor Bradshaw and City Councilors:

Recommendation to Hold a Public Hearing and Approve the Gopher Gulch Lot Line Shift Final Plat & Findings of Fact, Conclusions of Law, and Decision.

Recommendation and Summary

Staff recommends the Ketchum City Council hold a public hearing and approve the Gopher Gulch Lot Line Shift Final Plat submitted by Dave Patrie of Benchmark Associates on behalf of property owner John Bailey to eliminate the interior boundary between Lot 1 and Lot 2, creating Lot 1A.

Recommended Motion: "I move to approve the Gopher Gulch Final Plat & Findings of Fact, Conclusions of Law, and Decision."

The reasons for the recommendation are as follows:

- The request to eliminate the interior lot line and consolidate the existing lots meets all applicable standards for Readjustment of Lot Lines as specified in Ketchum Municipal Code's Subdivision (Title 16) regulations.
- The application meets the standards required for the Readjustment of Lot Lines procedure. See the draft Findings of Fact, Conclusions of Law, and Decision (Attachment B).

<u>Analysis</u>

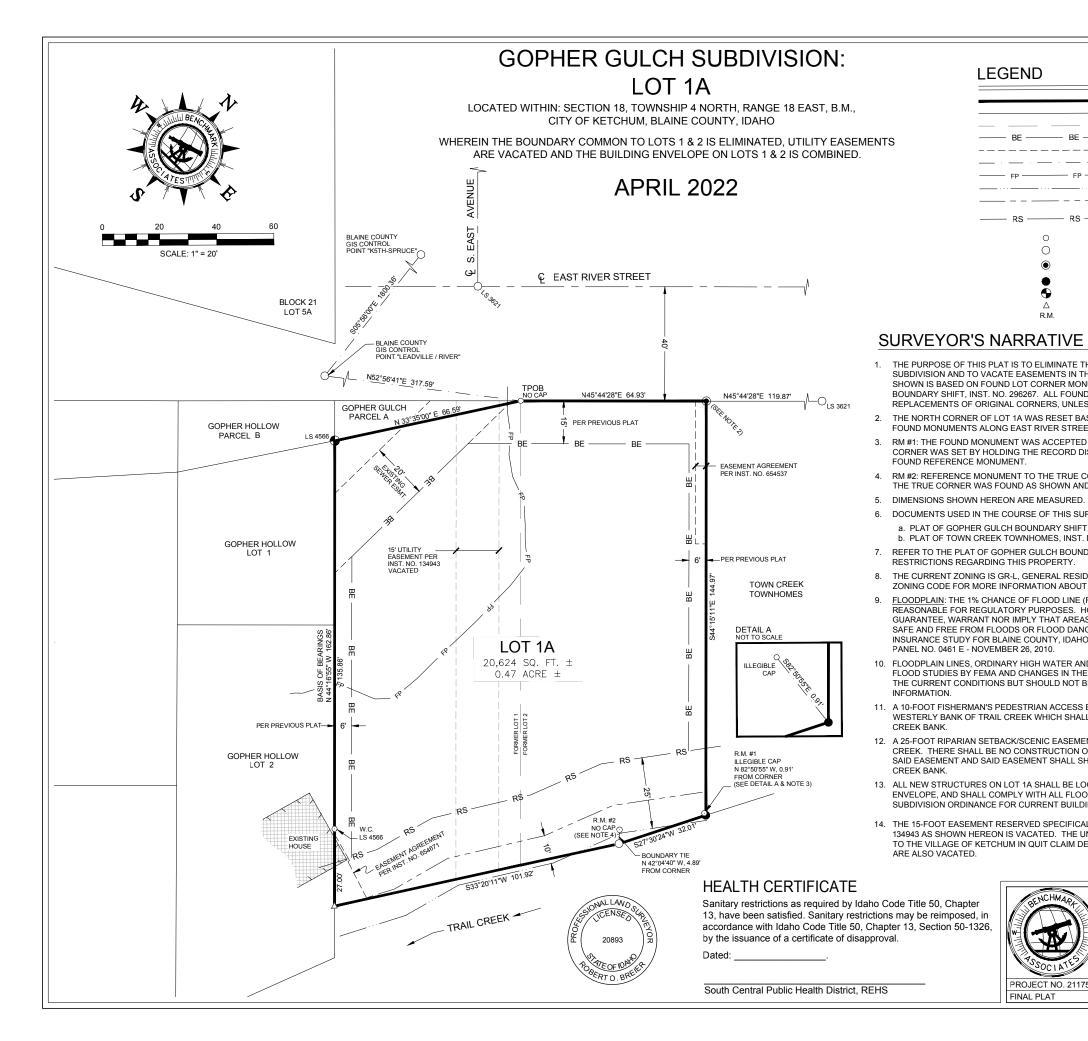
Lot 1 is located at 500 E River St and Lot 2 is located at 510 E River St. Lot 1 currently has a single-family residence on site while Lot 2 is vacant. The owner wishes to eliminate the interior lot line to consolidate the lots. This action will result in Lot 1A with an area of 20,624 sq ft. The proposed lot consolidation will meet lot size, lot width requirements along with the requirements specified in Ketchum Municipal Code's Subdivision (Title 16) regulations.

The plat also proposes to vacate a utility easement which runs through the existing Lot 1. There are no active utilities running through the easement and City departments have no issue with the easement being vacated.

The hearing for this action was properly noticed and no public comment has been received as of June 29, 2022.

Financial Impact None

<u>Attachments</u> Gopher Gulch Plat Draft Findings of Fact, Conclusions of Law, and Decision Attachment A: Gopher Gulch Plat



	PROPERTY LINE	
	ADJOINING PROPERTY LINE	
	LOT LINE ELIMINATED	
	BUILDING ENVELOPE (PER EASEMENT (AS NOTED)	PLAT)
·	BLAINE COUNTY GIS TIES	
	1% CHANCE OF FLOOD LIN	
	ORDINARY (MEAN) HIGH WA 10' FISHERMAN'S PEDESTR	
	SEE NOTE 5. 25' RIPARIAN SETBACK/SCE	NIC EASEMENT
	SEE NOTE 6. FOUND 1/2" REBAR (MARKE	
	FOUND 5/8" REBAR (MARKE	
	SET SURVEY MARKER (PLS LANDS IN PAVERS	#20893)
	SET 5/8" REBAR (PLS #2089	
	FOUND BRASS CAP (MARKI CALCULATED POINT (NO M	
	RECORD MONUMENT	
/ NC	DTES	
HE FORI	INDARY COMMON TO LOTS 1 MER EAST AVENUE RIGHT-OI 'S, AND THE RECORDED PLA' IMENTS WERE ACCEPTED AS ED BELOW.	F-WAY. THE BOUNDARY
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	E ORIGINAL REFERENCE MON E AND ADJUSTED RECORD B	
	POSITION WAS FOUND AND BELOW THE ORDINARY HIG	
. FOR RI JRVEY:	ECORD DIMENSIONS, SEE RE	FERENCED SURVEYS.
T, INST. I . NO. 489	NO. 296267. 9303.	
	HIFT REFERENCED ABOVE FO	OR CONDITIONS AND/OR
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	LOOD INFORMATION IS BASE ICORPORATED AREAS) COMM	
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	ENT IS DEDICATED TO THE P TO FOLLOW ANY CHANGES	
OF ANY F	LL EXIST ALONG THE WESTE FENCE, WALL, DECK OR OTH FOLLOW ANY CHANGES IN T	ER STRUCTURE WITHIN
ODPLAIN	WITHIN THE BOUNDARIES OI I REGULATIONS. CONSULT TI IBACKS AND RESTRICTIONS.	
JNMAPPI	THE VILLAGE OF KETCHUM F ED BLANKET EASEMENTS RE ECORDED AS INST. NOS. 1108	SERVED SPECIFICALLY
	GOPHER GU	LCH SUB'D:
Ē	LOT	
	CITY OF KETCHUM, BLA	
75	DWG BY: ROB/CPL	FILE: 21175PG1.DWG
	DATE: 04/25/2022	SHEET: 1 OF 3

GOPHER GULCH SUBDIVISION:
LOT 1A

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 ______, 2022, this plat was duly accepted and approved.

TARA FENWICK, City Clerk

CITY ENGINEER 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 ______, 2022, and certify that it is in accordance with the City of Ketchum subdivision ordinance.

SHERRI NEWLAND, City Engineer

CITY PLANNER CERTIFICATE I, the undersigned, Planner in and for the City of Ketchum, Blaine County, Idaho do hereby approve this plat on this _____ day of ______, 2022, and certify that it is in accordance with the City of Ketchum subdivision ordinance.

Bv:

BLAINE COUNTY RECORDER'S CERTIFICATE

SURVEYOR'S CERTIFICATE

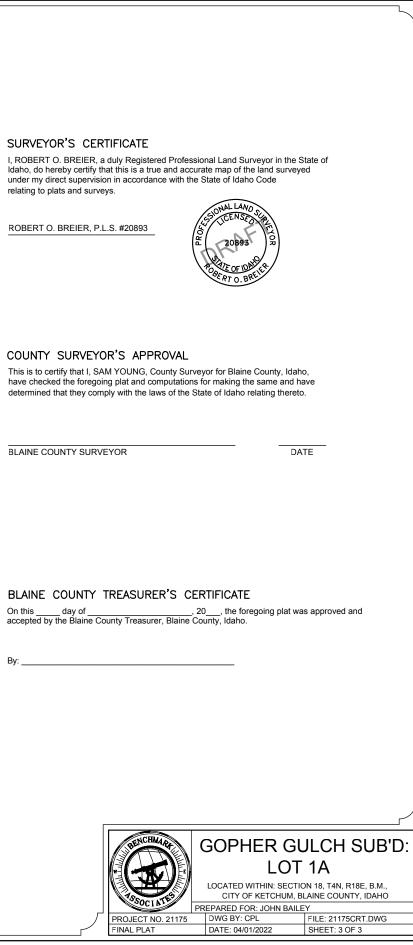
relating to plats and surveys.

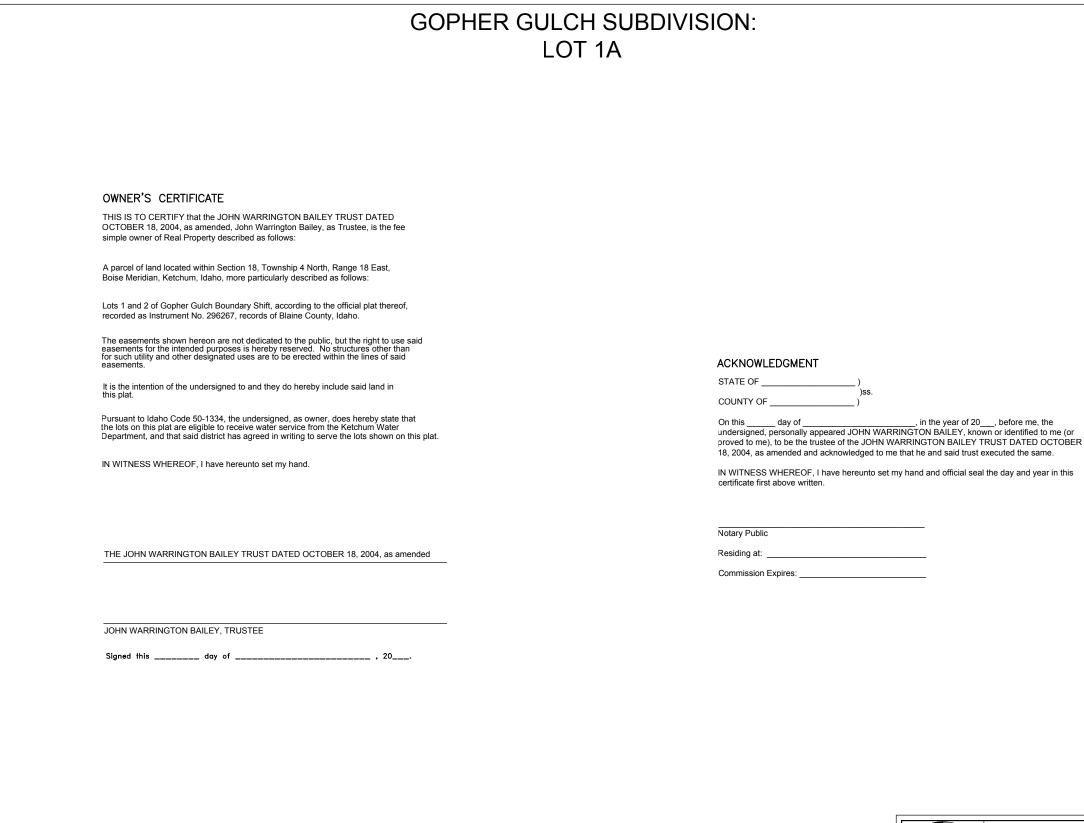
ROBERT O. BREIER, P.L.S. #20893

COUNTY SURVEYOR'S APPROVAL

BLAINE COUNTY SURVEYOR

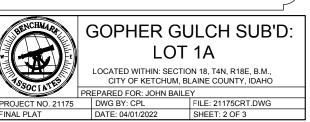
By: _







, in the year of 20___, before me, the



Attachment B: Gopher Gulch Findings of Fact, Conclusions of Law, and Decision



City of Ketchum Planning & Building

IN RE:)	
)	
Gopher Gulch Lot Line Shift)	KETCHUM CITY COUNCIL
Lot Line Shift)	FINDINGS OF FACT, CONCLUSIONS OF LAW, AND
Date: July 05, 2022)	DECISION
)	
File Number: P22-027)	

Findings Regarding Application Filed

PROJECT:	Gopher Gulch Lot Line Shift
APPLICATION TYPE:	Lot Line Shift (Lot Line Elimination)
FILE NUMBER:	P22-026
OWNER:	John Bailey
REPRESENTATIVE:	Dave Patrie, Benchmark Associates
REQUEST:	Interior boundary elimination (Lot Line Shift)
LOCATION:	500 & 510 E River St (Lot 1 and Lot 2 of Gopher Gulch Subdivision)
NOTICE:	A public hearing notice was mailed to all property owners within 300 feet of the project site and political subdivisions on June 15, 2022. The public hearing notice was published in the Idaho Mountain Express on June 15, 2022.
ZONING:	General Residential - Low Density (GR-L) Zoning District

Findings Regarding Application Filed

Lot 1 is located at 500 E River St and Lot 2 is located at 510 E River St. Lot 1 currently has a single-family residence on site while Lot 2 is vacant. The owner wishes to eliminate the interior lot line to consolidate the lots. This action will result in Lot 1A with an area of 20,624 sq ft. The proposed lot consolidation will meet lot size, lot width requirements along with the requirements specified in Ketchum Municipal Code's Subdivision (Title 16) regulations.

The plat also proposes to vacate a utility easement which runs through the existing Lot 1. There are no active utilities running through the easement and City departments have no issue with the easement being vacated.

Findings Regarding Readjustment of Lot Lines (KMC §16.04.060)

Consistent with Ketchum Municipal Code (KMC) §16.04.020, the proposal meets the definition of Readjustment of Lot Lines because: (1) Lot 1A of Gopher Gulch Subdivision complies with the dimensional standards required

for properties located within General Residential – Low Density (GR-L) Zoning District, and (2) the proposal does not create additional lots or dwelling units.

Readjustment of Lot Lines: A change or modification of the boundary lines between existing lots or parcels of land or between dwelling units which does not reduce the area, frontage, width, depth or building setback lines of each lot below the minimum zoning requirements and which does not create additional lots or dwelling units. "Readjustment of lot lines" includes other minor changes to a subdivision, condominium, or townhouse plat such as, but not limited to, notation changes, boundary shifts and removal of lot line(s), each of which do not reduce the area, frontage, width, depth or building setback lines of each lot below the minimum zoning requirements nor create additional lots or dwelling units (KMC §16.04.020).

All land, condominium, and townhouse subdivisions within the City of Ketchum are subject to the standards contained in Ketchum Municipal Code, Title 16, Subdivision Regulations. Pursuant to KMC §16.04.010.D, the change or modification of boundary lines, whether or not any additional lot is created, shall comply with these regulations. Many subdivision 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 and maintained by the City. The standards for certain improvements (KMC §16.04.040), including street, sanitary sewage disposal, and planting strip improvements, are not applicable to the subject project as the application proposes to expand the building envelope. As conditioned, the proposed Gopher Gulch Subdivision: Lot 1A Plat meets the standards for Readjustment of Lot Lines under Title 16 of Ketchum Municipal Code.

		Findi	ngs Regarding Co	ontents of Final Plat and Subdivision Design & Development Requirements		
C	Complia	ant	Standards and Council Findings			
			16.04.030.K	Contents Of Final Plat: The final plat shall be drawn at such a scale and contain such lettering as to enable same to be placed upon sheets of eighteen inch by twenty four inch (18" x 24") Mylar paper with no part of the drawing nearer to the edge than one-half inch (1/2"), and shall be in conformance with the provisions of title 50, chapter 13, Idaho Code. The reverse side of such sheet shall not be used for any portion of the drawing, but may contain written matter as to dedications, certificates, signatures, and other information. The contents of the final plat shall include all items required under title 50, chapter 13, Idaho Code, and also shall include the following:		
			Council Findings	The mylar paper shall be prepared following Ketchum City Council review and approval of the Final Plat application and shall meet these standards.		
\boxtimes			16.04.030.K.1	Point of beginning of subdivision description tied to at least two (2) governmental survey corners, or in lieu of government survey corners, to monuments recognized by the city engineer.		
			Council Findings	As conditioned, this standard shall be met. The plat mylar shall show a minimum of two Blaine County Survey Control Monuments with ties to the property and an inverse between the two monuments. The Survey Control Monuments shall be clearly identified on the face of the map.		
\mathbf{X}			16.04.030.K.2	Location and description of monuments.		
				As conditioned, this standard shall be met. The final plat mylar shall show the location and description of monuments.		
			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 final 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. This standard has been met. Sewer, fisherman and scenic easements are indicated on the plat.		
\boxtimes			Findings 16.04.030.K.4	Floodplain and building envelope is also shown on the plat. Names and locations of all adjoining subdivisions.		

Table 1: Findings Regarding Contents of Final Plat and Subdivision Design & Development Requirements

Gopher Gulch Lot Line Shift Application Findings of Fact, Conclusions of Law, and Decision Ketchum City Council Meeting of July 5th, 2022 **City of Ketchum Planning & Building Department**

		Council Findings	The plat lists the adjacent subdivisions.
\boxtimes		16.04.030.K.5	Name and right of way width of each street and other public rights of way.
		Council Findings	This standard has been met. The plat indicates the East River St public rights-of-way.
\boxtimes		16.04.030.K.6	Location, dimension and purpose of all easements, public or private.
		Council Findings	The plat indicates easements such as utility, fisherman's access, and scenic easements.
\boxtimes		16.04.030.K.7	The blocks numbered consecutively throughout each block.
		Council Findings	This standard has been met.
		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.
		Council Findings	N/A as no new dedication is being proposed.
		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.
		Council Findings	This standard has been met.
\boxtimes		16.04.030.K.10	Scale, north arrow and date.
\boxtimes		16.04.030.K.11	This standard has been met.
			Location, width, and names of all existing or dedicated streets and other public ways within or adjacent to the proposed subdivision
		Council Findings	This standard has been met. East River Street is indicated on the plat.
		16.04.030.K.12	A provision in the owner's certificate 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.
		Council Findings	This standard is not applicable.
\boxtimes		16.04.030.K.13	Certificate by registered engineer or surveyor preparing the map certifying to the accuracy of surveying plat.
		Council Findings	As conditioned, this standard will be met prior to recordation of the Final Plat. The signature block page shall include the surveyor's certification.
\boxtimes		16.04.030.K.14	A current title report of all property contained within the plat.
		Council Findings	This standard has been met. A title report was submitted for the properties.
		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.
		Council Findings	As conditioned, this standard will be met prior to recordation of the Final Plat. The signature block page shall include a certificate of ownership and associated acknowledgement from all owners and holders of security interest with regard to the subject property, which shall be signed following Ketchum City Council review and approval of the application and prior to recordation of the Final Plat.
\boxtimes		16.04.030.K.16	Certification and signature of engineer (surveyor) verifying that the subdivision and design standards meet all city requirements.
		Council Findings	As conditioned, this standard will be met prior to recordation of the Final Plat. The signature block page shall include the certification and signature of the surveyor verifying that the subdivision and design standards meet all City requirements.
\boxtimes		16.04.030.K.17	Certification and signature of the city engineer verifying that the subdivision and design standards meet all city requirements.

	<u> </u>		Council	As conditioned this standard will be not prior to recordetion of the Final Plat. The signature black
			Findings	As conditioned, this standard will be met prior to recordation of the Final Plat. The signature block page shall include the City Engineer's approval and verification that the subdivision and design
			i indings	standards meet all City requirements.
\boxtimes			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.
			Council	As conditioned, this standard will be met prior to recordation of the Final Plat. The signature block
			Findings	page shall include the certification and signature of the City Clerk verifying the subdivision has
				been approved by City Council.
		\boxtimes	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.
			Council Findings	N/A. This standard is not applicable as no additional restrictions are necessary to provide for the public health, safety, and welfare.
\boxtimes			16.04.030.L	Final Plat Copies: Both a hard copy and a digital copy of the final plat shall be filed with the administrator prior to being placed upon the Council's agenda. A digital copy of the final plat as approved by the council and signed by the city clerk shall be filed with the administrator and retained by the city. The applicant shall also provide the city with a digital copy of the recorded document with its assigned legal instrument number.
			Council Findings	This standard has been met.
			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.
			Council Findings	This standard is not applicable as no additional improvements are required or proposed for the lot consolidation.
		\boxtimes	16.04.040.B	Improvement Plans: Prior to approval of final plat by the Council, the subdivider shall file two
				(2) copies with the city engineer, and the city engineer shall approve construction plans for all improvements required in the proposed subdivision. Such plans shall be prepared by a civil engineer licensed in the state.
			Council Findings	This standard is not applicable as no additional improvements are required or proposed for the lot consolidation.
	Image: Interpret to the subdivider of the subdivision owner of the subdivider of the subd		Performance Bond: Prior to final plat approval, the subdivider shall have previously constructed all required improvements and secured a certificate of completion from the city engineer. However, in cases where the required improvements cannot be constructed due to weather, factors beyond the control of the subdivider, or other conditions as determined acceptable at the sole discretion of the city, 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 two years 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. This standard is not applicable as no additional improvements are required or proposed for the lot consolidation.	
		\boxtimes	Findings 16.04.040.D	As Built Drawing: Prior to acceptance by the city council of any improvements installed by the
]				subdivider, two (2) sets of as built plans and specifications, certified by the subdivider's engineer, shall be filed with the city engineer. Within ten (10) days after completion of improvements and submission of as built drawings, the city engineer shall certify the completion of the improvements and the acceptance of the improvements, and shall submit a copy of such certification to the administrator and the subdivider. If a performance bond has been filed, the administrator shall forward a copy of the certification to the city clerk. Thereafter, the city clerk shall release the performance bond upon application by the subdivider.

	T	r	Council	This standard is not applicable as no additional improvements are required or proposed for the let			
			Council	This standard is not applicable as no additional improvements are required or proposed for the lot			
\boxtimes			Findings 16.04.040.E	consolidation. Monumentation: Following completion of construction of the required improvements and prior			
				to certification of completion by the city engineer, certain land survey monuments shall be			
				reset or verified by the subdivider's engineer or surveyor to still be in place. These monuments shall have the size, shape, and type of material as shown on the subdivision plat. The			
				monuments shall be located as follows:			
				1. All angle points in the exterior boundary of the plat.			
				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.			
			Council	The applicant shall meet the required monumentation standards prior to recordation of the Final			
			Findings	Plat.			
\boxtimes			16.04.040.F	Lot Requirements:			
				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:			
				a. For lot line shifts of parcels that are entirely within slopes of twenty five percent			
				(25%) or greater to create a reasonable building envelope, and mountain overlay			
				design review standards and all other city requirements are met.			
				b. For small, isolated pockets of twenty five percent (25%) or greater that are found to			
				be in compliance with the purposes and standards of the mountain overlay district			
				and this section.			
				3. Corner lots outside of the original Ketchum Townsite shall have a property line curve or			
				corner of a minimum radius of twenty five feet (25') unless a longer radius is required to serve			
				an existing or future use.			
				4. Side lot lines shall be within twenty degrees (20°) to a right angle or radial line to the street line.			
				5. Double frontage lots shall not be created. A planting strip shall be provided along the			
				boundary line of lots adjacent to arterial streets or incompatible zoning districts.			
				6. Every lot in a subdivision shall have a minimum of twenty feet (20') of frontage on a			
				dedicated public street or legal access via an easement of twenty feet (20) or greater in width.			
				Easement shall be recorded in the office of the Blaine County recorder prior to or in conjunction			
				with recordation of the final plat. Minimum lot sizes in all cases shall be reversed frontage			
				lot(s).			
			Council	Standard #1 has been met. Lot 1A complies with the dimensional standards required for lots			
			Findings	within the GR-L Zone. The lot contains floodplain and therefor has a building envelope indicated.			
				Standards #3-6 are not applicable			
		\boxtimes	16.04.040.G	G. Block Requirements: The length, width and shape of blocks within a proposed subdivision			
				shall conform to the following requirements:			
				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			
			1	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.			
			1	3. The layout of blocks shall take into consideration the natural topography of the			
			1	land to promote access within the subdivision and minimize cuts and fills for roads			

Gopher Gulch Lot Line Shift Application Findings of Fact, Conclusions of Law, and Decision Ketchum City Council Meeting of July 5th, 2022 **City of Ketchum Planning & Building Department**

			and minimize adverse impact on environment, watercourses and topographical
			features.
			 Except in the original Ketchum Townsite, corner lots shall contain a building envelope outside of a seventy five foot (75') radius from the intersection of the streets.
		Council Findings	This application does not create a new block. This requirement is not applicable.
	\boxtimes	16.04.040.H	Street Improvement Requirements:
			 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; All streets shall be constructed to meet or exceed the criteria and standards set forth
			in chapter 12.04 of this code, and all other applicable ordinances, resolutions or regulations of the city or any other governmental entity having jurisdiction, now existing or adopted, amended or codified;
			3. Where a subdivision abuts or contains an existing or proposed arterial street, railroad or limited access highway right of way, the council may require a frontage street, planting strip, or similar design features;
			4. Streets may be required to provide access to adjoining lands and provide proper traffic circulation through existing or future neighborhoods;
			5. Street grades shall not be less than three-tenths percent (0.3%) and not more than seven percent (7%) so as to provide safe movement of traffic and emergency vehicles in all weather and to provide for adequate drainage and snow plowing;
			 6. In general, partial dedications shall not be permitted, however, the council may accept a partial street dedication when such a street forms a boundary of the proposed subdivision and
			is deemed necessary for the orderly development of the neighborhood, and provided the council finds it practical to require the dedication of the remainder of the right of way when the
			adjoining property is subdivided. When a partial street exists adjoining the proposed subdivision, the remainder of the right of way shall be dedicated; 7. Dead end streets may be permitted only when such street terminates at the boundary of a
			subdivision and is necessary for the development of the subdivision or the future development of the adjacent property. When such a dead end street serves more than two (2) lots, a
			temporary turnaround easement shall be provided, which easement shall revert to the adjacent lots when the street is extended;
			8. A cul-de-sac, court or similar type street shall be permitted only when necessary to the
			development of the subdivision, and provided, that no such street shall have a maximum length greater than four hundred feet (400') from entrance to center of turnaround, and all cul-de-sacs shall have a minimum turnaround radius of sixty feet (60') at the property line and not less than forty five feet (45') at the curb line;
			9. Streets shall be planned to intersect as nearly as possible at right angles, but in no event at less than seventy degrees (70°);
			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;
			11. Streets with centerline offsets of less than one hundred twenty five feet (125') shall be prohibited;
			 12. A tangent of at least one hundred feet (100') long shall be introduced between reverse curves on arterial and collector streets; 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 County Assessor's office before
			submitting same to council for preliminary plat approval; 14. Street alignment design shall follow natural terrain contours to result in safe streets, usable lote, and minimum cuts and fills;
			lots, and minimum cuts and fills; 15. Street patterns of residential areas shall be designed to create areas free of through traffic, but readily accessible to adjacent collector and actorial streats.
			but readily accessible to adjacent collector and arterial streets; 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;

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	 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; 18. Street lighting shall be required consistent with adopted city standards and where designated shall be installed by the subdivider as a requirement improvement; 19. Private streets may be allowed upon recommendation by the commission and approval by the Council. Private streets shall be constructed to meet the design standards specified in subsection H2 of this section and chapter 12.04 of this code; 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; 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 in accordance with adopted standard specifications; 22. Sidewalks, curbs and gutters shall be required consistent with adopted city standards and where designated shall be a required improvement installed by the subdivider; 23. Gates are prohibited on private roads and parking access/entranceways, private driveways accessing more than one single-family dwelling unit and one accessory dwelling unit, and public rights-of-way unless approved by the City Council; and
	24. No new public or private streets or flag lots associated with a proposed subdivision (land, planned unit development, townhouse, condominium) are permitted to be developed on
Council	parcels within the Avalanche Zone. This standard is not applicable. This proposal does not create new street, private road, or bridge.
Findings	
	Alley Improvement Requirements: Alleys shall be provided in, commercial and light industrial zoning districts. The width of an alley shall be not less than twenty feet (20'). Alley intersections and sharp changes in alignment shall be avoided, but where necessary, corners shall be provided to permit safe vehicular movement. Dead end alleys shall be permitted only within the original Ketchum Townsite and only after due consideration of the interests of the owners of property adjacent to the dead-end alley including, but not limited to, the provision of fire protection, snow removal and trash collection services to such properties. Improvement of alleys shall be done by the subdivider as required improvement and in conformance with design standards specified in subsection H2 of this section.
Council Findings	This standard is not applicable as no new alleys are being created.
Findings 16.04.040.J	 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. 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. 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. 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 that easement along the provision. 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
_	Findings 16.04.040.1 Council Findings

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			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.
			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.
			6. Nonvehicular transportation system easements including pedestrian walkways, bike paths,
			equestrian paths, and similar easements shall be dedicated by the subdivider to provide an
		Council	adequate nonvehicular transportation system throughout the City. Standard #1 is not applicable. The 10' fish and nature study easement and 25' scenic easement
		Findings	are shown on the plat. Standards #5 & #6 are not applicable.
	\boxtimes	16.04.040.K	Sanitary Sewage Disposal Improvements: Central sanitary sewer systems shall be installed in all
			subdivisions and connected to the Ketchum sewage treatment system as a required
			improvement by the subdivider. Construction plans and specifications for central sanitary
			sewer extension shall be prepared by the subdivider and approved by the City Engineer, Council
			and Idaho Health Department prior to final plat approval. In the event that the sanitary sewage
			system of a subdivision cannot connect to the existing public sewage system, alternative
			provisions for sewage disposal in accordance with the requirements of the Idaho Department of Health and the Council may be constructed on a temporary basis until such time as
			connection to the public sewage system is possible. In considering such alternative provisions,
			the Council may require an increase in the minimum lot size and may impose any other
			reasonable requirements which it deems necessary to protect public health, safety and welfare.
		Council	This standard is not applicable as no new subdivision is being created.
 		Findings	
	\boxtimes	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.
		Council	This standard is not applicable as no new subdivision is being created.
		Findings	
	\boxtimes	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.
		Council	This standard is not applicable as no new subdivision is being created. The lot is not adjoining to
		Findings	any incompatible uses or features.
	\boxtimes	16.04.040.N	Cuts, Fills, And Grading Improvements: Proposed subdivisions shall be carefully planned to be
			compatible with natural topography, soil conditions, geology and hydrology of the site, as well
			as to minimize cuts, fills, alterations of topography, streams, drainage channels, and disruption of soils and vegetation. The design criteria shall include the following:
			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:
			a. Proposed contours at a maximum of five foot (5') contour intervals.
			b. Cut and fill banks in pad elevations.
	1	1	c. Drainage patterns.
			d. Areas where trees and/or natural vegetation will be preserved.

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				 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:
				a. Fill areas shall be prepared by removing all organic material detrimental to proper compaction for soil stability.
				b. Fills shall be compacted to at least ninety five percent (95%) of maximum density as determined by AASHO T99 (American Association of State Highway Officials) and ASTM D698 (American Standard Testing Methods).
				c. Cut slopes shall be no steeper than two horizontal to one vertical (2:1). Subsurface drainage shall be provided as necessary for stability.
				d. Fill slopes shall be no steeper than three horizontal to one vertical (3:1). Neither cut
				nor fill slopes shall be located on natural slopes of three to one (3:1) or steeper, or where fill slope toes out within twelve feet (12') horizontally of the top and existing or
				planned cut slope.
				e. Toes of cut and fill slopes shall be set back from property boundaries a distance of
				three feet (3'), plus one-fifth (1/5) of the height of the cut or the fill, but may not
				exceed a horizontal distance of ten feet (10'); tops and toes of cut and fill slopes shall be set back from structures at a distance of at least six feet (6'), plus one-fifth (1/5) of
				the height of the cut or the fill. Additional setback distances shall be provided as
				necessary to accommodate drainage features and drainage structures.
			Council	This standard is not applicable as no new subdivision is being created. No grading is proposed or
			Findings	required.
		\boxtimes	16.04.040.0	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
			Council	under the entire improved width including shoulders. This standard is not applicable as no new subdivision is being created. No changes are proposed or
			Findings	required to the drainage of the existing lot.
		\boxtimes	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.
			Council	This standard is not applicable as no new subdivision is being created.
			Findings	Off Site Improvements: Where the off site impact of a proposed subdivision is found by the
		\boxtimes	16.04.040.Q	Off Site Improvements: Where the off site impact of a proposed subdivision is found by the commission or Council to create substantial additional traffic, improvements to alleviate that
				impact may be required of the subdivider prior to final plat approval, including, but not limited
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			to, bridges, intersections, roads, traffic control devices, water mains and facilities, and sewer mains and facilities.
		Council Findings	This standard is not applicable as no off-site improvements are required for the application
	\boxtimes	16.04.040.R Avalanche And Mountain Overlay: All improvements and plats (land, planne development, townhouse, condominium) created pursuant to this chapter s City of Ketchum Avalanche Zone District and Mountain Overlay Zoning Distriset forth in Title 17 of this Code.	
		Council Findings	This standard is not applicable as the subject property is not within the Avalanche Zone District or Mountain Overlay Zone District.
		16.04.040.S	Existing natural features which enhance the attractiveness of the subdivision and community, such as mature trees, watercourses, rock outcroppings, established shrub masses and historic areas, shall be preserved through design of the subdivision.
		Council Findings	This standard is not applicable as no changes to existing features on the property are proposed.

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 City 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 application for the development and use of the project site.
- 2. The Council has authority to hear the applicant's Lot Line Shift Application pursuant to Chapter 16.04 of Ketchum Code Title 16.
- 3. The City of Ketchum Planning Department provided adequate notice for the review of this application.
- 4. The Lot Line Shift (Readjustment of Lot Lines) application is governed under Sections 16.04.010, 16.04.020, 16.04.030, and 16.04.060 of Ketchum Municipal Code Chapter 16.04.
- 5. As conditioned, the proposed Lot Line Shift meets the standards for approval under Title 16 of Ketchum Municipal Code.

DECISION

THEREFORE, the Ketchum City Council **approves** the Gopher Gulch Lot Line Shift Application this Tuesday, July 05th, 2022 subject to the following conditions:

CONDITIONS OF APPROVAL

- 1. The amended plat mylar shall meet all conditions specified in Table 1: Findings Regarding Contents of Final Plat and Subdivision Design & Development Requirements.
- 2. The amended plat shall meet all governing ordinances, requirements, and regulations of the Fire Department (2012 International Fire Code and local Fire Protection Ordinance No. 1125), Building Department (2012 International Building Code, the 2012 International Residential Code, and Title 15 of Ketchum Municipal Code), Utilities Department, Street Department (Title 12 of Ketchum Municipal Code), and the City Engineer.

- 3. The recorded plat shall show a minimum of two Blaine County Survey Control Monuments with ties to the property and an inverse between the two monuments. The Survey Control Monuments shall be clearly identified on the face of the map.
- 4. An electronic CAD file shall be submitted to the City of Ketchum prior to final plat signature by the City Clerk. The electronic CAD file shall be submitted to the Blaine County Recorder's office concurrent with the recording of the Plat containing the following minimum data:
 - a. Line work delineating all parcels and roadways on a CAD layer/level designated as "parcel";
 - b. Line work delineating all roadway centerlines on a CAD layer/level designated as "road"; and,
 - c. Line work that reflects the ties and inverses for the Survey Control Monuments shown on the face of the Plat shall be shown on a CAD layer/level designated as "control"; and,
 - d. All information within the electronic file shall be oriented and scaled to Grid per the Idaho State Plane Coordinate System, Central Zone, NAD1983 (1992), U.S. Survey Feet, using the Blaine County Survey Control Network. Electronic CAD files shall be submitted in a ".dwg", ".dgn" or ".shp" format and shall be submitted digitally to the City on a compact disc. When the endpoints of the lines submitted are indicated as coincidental with another line, the CAD line endpoints shall be separated by no greater than 0.0001 drawing units.
- 5. The Final Plat mylar shall contain all items required under Title 50, Chapter 13, Idaho Code as well as all items required pursuant to KMC §16.04.030J including certificates and signatures.
- 6. The applicant shall provide a copy of the recorded Final Plat to the Planning and Building Department for the official file on the application.

Findings of Fact **adopted** this 5th day of July 2022

Neil Bradshaw, Mayor

City Clerk



City of Ketchum

July 05, 2022

Mayor Bradshaw and City Councilors City of Ketchum Ketchum, Idaho

Mayor Bradshaw and City Councilors:

Recommendation to Hold a Public Hearing and Approve the 108-110 Ritchie Lot Line Shift Final Plat & Findings of Fact, Conclusions of Law, and Decision.

Recommendation and Summary

Staff recommends the Ketchum City Council hold a public hearing and approve the Lot Line Shift Final Plat submitted by Sean Flynn of Galena Engineering on behalf of property owner 108-110 Ritchie LLC to eliminate the interior boundary between Lot 3 and Lot 4, creating Lot 3A.

Recommended Motion: "I move to approve the 108-110 Ritchie Final Plat & Findings of Fact, Conclusions of Law, and Decision."

The reasons for the recommendation are as follows:

- The request to eliminate the interior lot line and consolidate the existing lots meets all applicable standards for Readjustment of Lot Lines as specified in Ketchum Municipal Code's Subdivision (Title 16) regulations.
- The application meets the standards required for the Readjustment of Lot Lines procedure. See the draft Findings of Fact, Conclusions of Law, and Decision (Attachment B).

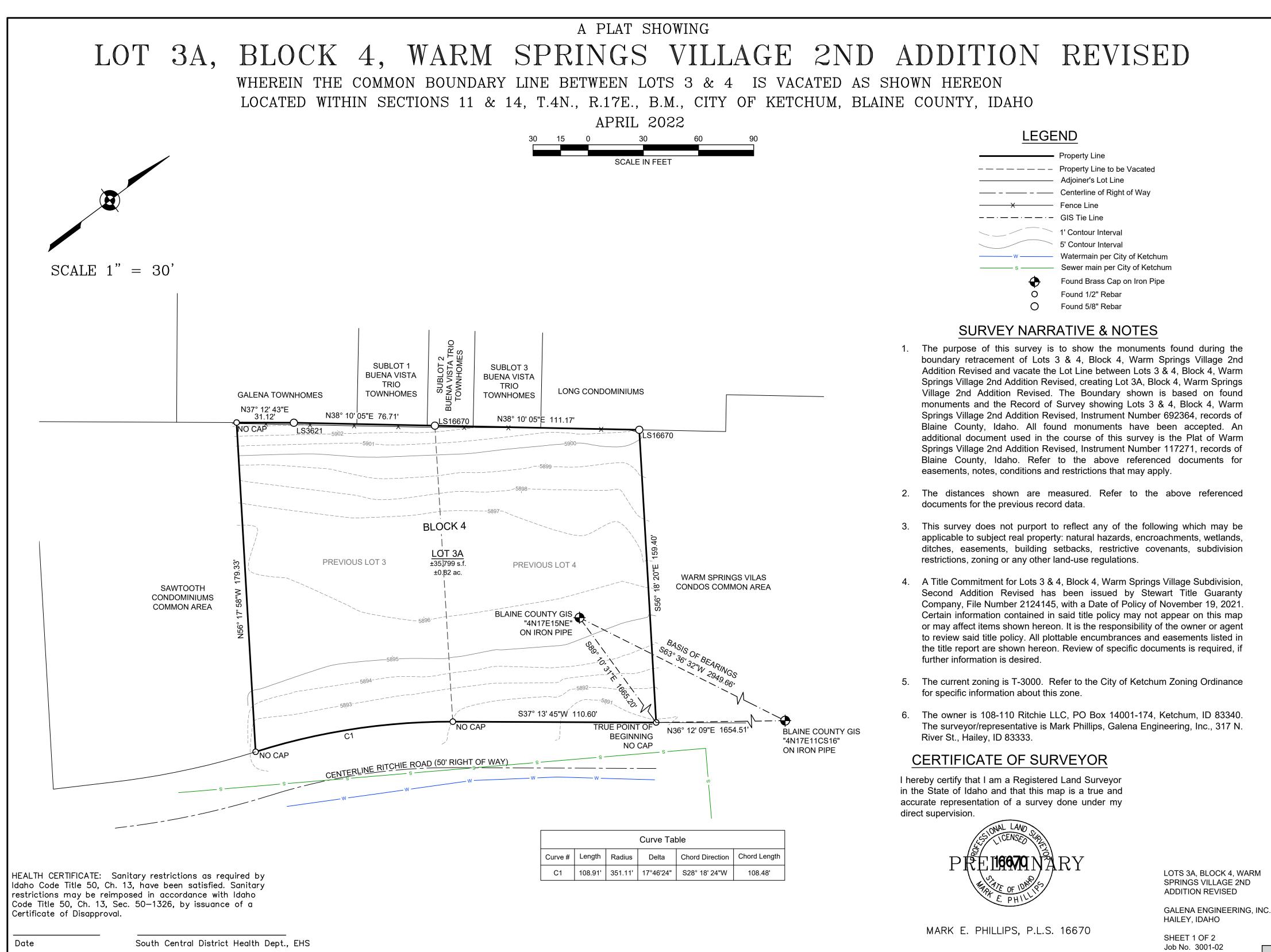
<u>Analysis</u>

Lots 3 and 4 were originally platted as part of the Warm Springs Village Subdivision, Second Addition Revised, in 1962. Lot 3 is located at 110 Ritchie Dr and Lot 4 is located at 108 Ritchie Dr and both are currently vacant. The owner wishes to eliminate the interior lot line to consolidate the lots. This action will result in Lot 3A with an area of 35,799 sq ft. The proposed lot consolidation will meet lot size, lot width requirements along with the requirements specified in Ketchum Municipal Code's Subdivision (Title 16) regulations.

The hearing for this action was properly noticed and no public comment has been received as of June 29, 2022.

<u>Financial Impact</u> None

<u>Attachments</u> 108-110 Ritchie Plat Draft Findings of Fact, Conclusions of Law, and Decision Attachment A: 108-110 Ritchie Plat

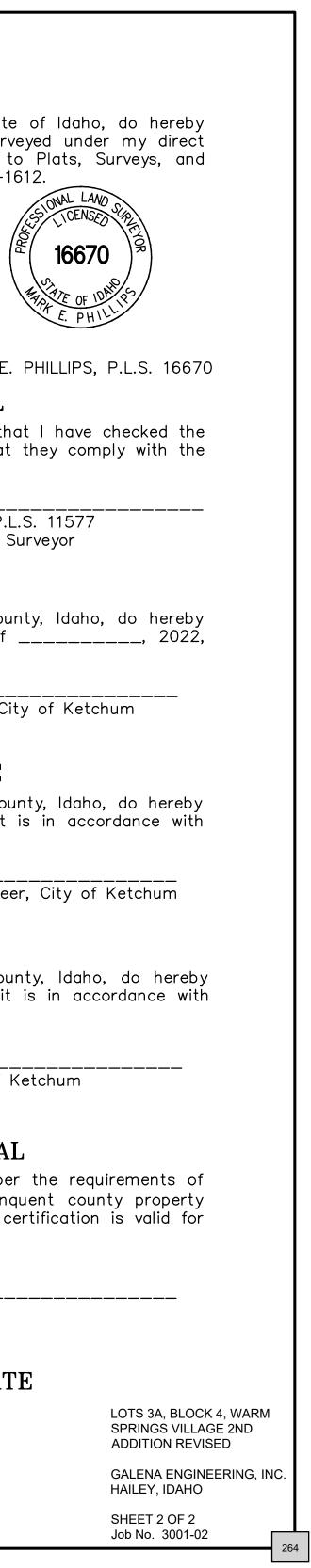


			Curve Tal	ole	
Curve #	Length	Radius	Delta	Chord Direction	Chord Length
C1	108.91'	351.11'	17°46'24"	S28° 18' 24"W	108.48'

CERTIFICATE OF OWN	NERSHIP
This is to certify that the undersigned is the owner in fee sim	mple of the following described parcel of land:
A parcel of land located within Section 11 & 14, T.4N., F more particularly described as follows:	R.17E., B.M., City of Ketchum, Blaine County, Ido
LOTS 3 & 4, BLOCK 4, Warm Springs Village 2nd Addition Rev	vised
The easements indicated hereon are not dedicated to the nereby reserved for the public utilities and for any other use are to be erected within the lines of said easements. We de eligible to receive water service from an existing water d distribution system has agreed in writing to serve all of the l	es indicated hereon and no permanent structur o hereby certify that all lots in this plat will l distribution system and that the existing wat
It is the intent of the owner to hereby include said land in	this plat.
108—110 Ritchie, LLC By: Presidio Vista Properties, its Manager By: David A Duffield, its Bresident	
By: David A. Duffield, its President	
ACKNOWLEDGMENT	
STATE OF {ss	
On this day of 2022, before	me, a Notary Public in and for said State,
personally appeared David A. Duffield, known or identified to to the foregoing instrument, and acknowledged to me that h	
IN WITNESS WHEREOF, I have hereunto set my hand an this certificate first above written.	nd affixed my official seal the day and year in
	Notary Public in and for said State
	Residing in
	My Commission Expires

SURVEYOR'S CERTIFICATE

I, Mark E. Phillips, a duly Licensed Professional Land Surveyor in the State of Idaho, do hereby certify that this plat is a true and accurate map of the land and points surveyed under my direct supervision and that it is in accordance with the Idaho State Code relating to Plats, Surveys, and Condominiums and the Corner Perpetuation and Filing Act, 55-1601 through 55-1612.



MARK E. PHILLIPS, P.L.S. 16670

BLAINE COUNTY SURVEYOR'S APPROVAL

I, Sam Young 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, P.L.S. 11577 Blaine 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 _____, 2022, this plat was duly accepted and approved.

Tara Fenwick, City Clerk, City of Ketchum

KETCHUM CITY ENGINEER 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 _____, 2022, and certify that it is in accordance with the City of Ketchum subdivision ordinance.

Sherri Newland, City Engineer, City of Ketchum

KETCHUM CITY PLANNER CERTIFICATE

I, the undersigned, Planner in and for the City of Ketchum, Blaine County, Idaho, do hereby approve this plat on this ____ day of _____, 2022, and certify that it is in accordance with the City of Ketchum subdivision ordinance.

Morgan Landers, City of Ketchum

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. This certification is valid for the next thirty (30) days only.

Blaine County Treasurer

Date

BLAINE COUNTY RECORDER'S CERTIFICATE

Attachment B: 108-110 Ritchie Findings of Fact, Conclusions of Law & Decision



City of Ketchum Planning & Building

IN RE:)	
108-110 Ritchie Lot Line Shift)	KETCHUM CITY COUNCIL
Lot Line Shift	j	FINDINGS OF FACT, CONCLUSIONS OF LAW, AND
Date: July 05, 2022	j	DECISION
-)	
File Number: P22-027)	

Findings Regarding Application Filed

PROJECT:	108-110 Ritchie Lot Line Shift
APPLICATION TYPE:	Lot Line Shift (Lot Line Elimination)
FILE NUMBER:	P22-027
OWNER:	108-110 Ritchie LLC
REPRESENTATIVE:	Sean Flynn, Galena Engineering
REQUEST:	Interior boundary elimination (Lot Line Shift)
LOCATION:	108-110 Ritchie Dr (Lot 3 and Lot 4 of Warm Springs Village Subdivision, Second Addition Revised)
NOTICE:	A public hearing notice was mailed to all property owners within 300 feet of the project site and political subdivisions on June 15, 2022. The public hearing notice was published in the Idaho Mountain Express on June 15, 2022.
ZONING:	Tourist – 3000 (T-3000) Zoning District

Findings Regarding Application Filed

Lots 3 and 4 were originally platted as part of the Warm Springs Village Subdivision, Second Addition Revised, in 1962. Lot 3 is located at 110 Ritchie Dr and Lot 4 is located at 108 Ritchie Dr and both are currently vacant. The owner wishes to eliminate the interior lot line to consolidate the lots. No development plans for the lots have been submitted or discussed with city staff as of this date. This action will result in Lot 3A with an area of 35,799 sq ft. The proposed lot consolidation will meet lot size, lot width requirements along with the requirements specified in Ketchum Municipal Code's Subdivision (Title 16) regulations.

Findings Regarding Readjustment of Lot Lines (KMC §16.04.060)

Consistent with Ketchum Municipal Code (KMC) §16.04.020, the proposal meets the definition of Readjustment of Lot Lines because: (1) Lot 3A, Block 4, Warm Springs Village 2nd Addition Revised complies with the dimensional standards required for properties located within Tourist - 3000 (T-3000) Zoning District, and (2) the proposal does not create additional lots or dwelling units.

Readjustment of Lot Lines: A change or modification of the boundary lines between existing lots or parcels of land or between dwelling units which does not reduce the area, frontage, width, depth or building setback lines of each lot below the minimum zoning requirements and which does not create additional lots or dwelling units. "Readjustment of lot lines" includes other minor changes to a subdivision, condominium, or townhouse plat such as, but not limited to, notation changes, boundary shifts and removal of lot line(s), each of which do not reduce the area, frontage, width, depth or building setback lines of each lot below the minimum zoning requirements nor create additional lots or dwelling units (KMC §16.04.020).

All land, condominium, and townhouse subdivisions within the City of Ketchum are subject to the standards contained in Ketchum Municipal Code, Title 16, Subdivision Regulations. Pursuant to KMC §16.04.010.D, the change or modification of boundary lines, whether or not any additional lot is created, shall comply with these regulations. Many subdivision 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 and maintained by the City. The standards for certain improvements (KMC §16.04.040), including street, sanitary sewage disposal, and planting strip improvements, are not applicable to the subject project as the application proposes to expand the building envelope. As conditioned, the proposed Lot 3A, Block 4, Warm Springs Village 2nd Addition Revised Plat meets the standards for Readjustment of Lot Lines under Title 16 of Ketchum Municipal Code.

	Findings Regarding Contents of Final Plat and Subdivision Design & Development Requirements						
(Compli	ant	Standards and Council Findings				
			16.04.030.K	Contents Of Final Plat: The final plat shall be drawn at such a scale and contain such lettering as to enable same to be placed upon sheets of eighteen inch by twenty four inch (18" x 24") Mylar paper with no part of the drawing nearer to the edge than one-half inch (1/2"), and shall be in conformance with the provisions of title 50, chapter 13, Idaho Code. The reverse side of such sheet shall not be used for any portion of the drawing, but may contain written matter as to dedications, certificates, signatures, and other information. The contents of the final plat shall include all items required under title 50, chapter 13, Idaho Code, and also shall include the following:			
			Council Findings	The mylar paper shall be prepared following Ketchum City Council review and approval of the Final Plat application and shall meet these standards.			
			16.04.030.K.1	Point of beginning of subdivision description tied to at least two (2) governmental survey corners, or in lieu of government survey corners, to monuments recognized by the city engineer.			
			Council Findings	As conditioned, this standard shall be met. The plat mylar shall show a minimum of two Blaine County Survey Control Monuments with ties to the property and an inverse between the two monuments. The Survey Control Monuments shall be clearly identified on the face of the map.			
\boxtimes			16.04.030.K.2	Location and description of monuments.			
				As conditioned, this standard shall be met. The final plat mylar shall show the location and description of monuments.			
			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 final 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.			
			Council Findings	The plat indicates property lines and the centerline of Ritchie Dr.			
\boxtimes			16.04.030.K.4	Names and locations of all adjoining subdivisions.			
			Council Findings	The plat lists the adjacent condominium developments to the west, north and east.			

			16.04.030.K.5	Name and right of way width of each street and other public rights of way
			Council	Name and right of way width of each street and other public rights of way. This standard has been met. The plat indicates the Ritchie Dr public rights-of-way.
			Findings	
		\boxtimes	16.04.030.K.6	Location, dimension and purpose of all easements, public or private.
			Council	No easements required on plat.
X			Findings 16.04.030.K.7	
The blocks numbered consecutively throughout each block.		The blocks numbered consecutively throughout each block. This standard has been met.		
			Findings	
		\boxtimes	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.
			Council	N/A as no new dedication is being proposed.
			Findings	
\boxtimes			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,
			Council	township, range. This standard has been met.
			Findings	
\boxtimes			16.04.030.K.10	Scale, north arrow and date.
				This standard has been met.
\boxtimes			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
			Council Findings	This standard has been met. Ritchie Dr is indicated on the subdivision plat.
			16.04.030.K.12	A provision in the owner's certificate 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.
			Council	This standard is not applicable.
			Findings	
\boxtimes			16.04.030.K.13	Certificate by registered engineer or surveyor preparing the map certifying to the accuracy of surveying plat.
			Council	As conditioned, this standard will be met prior to recordation of the Final Plat. The signature block
			Findings	page shall include the surveyor's certification.
\boxtimes	□ □ 16.04.030 Council		16.04.030.K.14 Council	A current title report of all property contained within the plat. This standard has been met. A title report was submitted for the properties.
			Findings	
\boxtimes	Image: Image shows the second secon		16.04.030.K.15	Certification of owner(s) of record and all holders of security interest(s) of record with regard to
			Council	As conditioned, this standard will be met prior to recordation of the Final Plat. The signature block
			Findings	page shall include a certificate of ownership and associated acknowledgement from all owners
				and holders of security interest with regard to the subject property, which shall be signed following Ketchum City Council review and approval of the application and prior to recordation of
				the Final Plat.
\boxtimes			16.04.030.K.16	Certification and signature of engineer (surveyor) verifying that the subdivision and design
			Council	standards meet all city requirements. As conditioned, this standard will be met prior to recordation of the Final Plat. The signature block
			Findings	page shall include the certification and signature of the surveyor verifying that the subdivision and
	<u> </u>			design standards meet all City requirements.
\boxtimes			16.04.030.K.17	Certification and signature of the city engineer verifying that the subdivision and design standards meet all city requirements.
			Council	As conditioned, this standard will be met prior to recordation of the Final Plat. The signature block
			Findings	page shall include the City Engineer's approval and verification that the subdivision and design
				standards meet all City requirements.

\boxtimes		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.
		Council	As conditioned, this standard will be met prior to recordation of the Final Plat. The signature block
		Findings	page shall include the certification and signature of the City Clerk verifying the subdivision has
			been approved by City Council.
	\boxtimes	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.
		Council	N/A. This standard is not applicable as no additional restrictions are necessary to provide for the
		Findings	public health, safety, and welfare.
\boxtimes		16.04.030.L	Final Plat Copies: Both a hard copy and a digital copy of the final plat shall be filed with the administrator prior to being placed upon the Council's agenda. A digital copy of the final plat as
			approved by the council and signed by the city clerk shall be filed with the administrator and
			retained by the city. The applicant shall also provide the city with a digital copy of the recorded
			document with its assigned legal instrument number.
		Council	This standard has been met.
		Findings	
	\boxtimes	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.
		Council	This standard is not applicable as no additional improvements are required or proposed for the lot
		Findings	consolidation.
	\boxtimes	16.04.040.B	Improvement Plans: Prior to approval of final plat by the Council, the subdivider shall file two
			(2) copies with the city engineer, and the city engineer shall approve construction plans for all
			improvements required in the proposed subdivision. Such plans shall be prepared by a civil
		Council	engineer licensed in the state. This standard is not applicable as no additional improvements are required or proposed for the lot
		Findings	consolidation.
	\boxtimes	16.04.040.C	Performance Bond: Prior to final plat approval, the subdivider shall have previously constructed
			all required improvements and secured a certificate of completion from the city engineer.
			However, in cases where the required improvements cannot be constructed due to weather,
			factors beyond the control of the subdivider, or other conditions as determined acceptable at
			the sole discretion of the city, 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 two years 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.
		Council	This standard is not applicable as no additional improvements are required or proposed for the lot
		Findings	consolidation.
	\boxtimes	16.04.040.D	As Built Drawing: Prior to acceptance by the city council of any improvements installed by the
			subdivider, two (2) sets of as built plans and specifications, certified by the subdivider's
			engineer, shall be filed with the city engineer. Within ten (10) days after completion of
			improvements and submission of as built drawings, the city engineer shall certify the
			completion of the improvements and the acceptance of the improvements, and shall submit a copy of such certification to the administrator and the subdivider. If a performance bond has
			been filed, the administrator shall forward a copy of the certification to the city clerk.
			Thereafter, the city clerk shall release the performance bond upon application by the
			subdivider.
		Council	This standard is not applicable as no additional improvements are required or proposed for the lot
		Findings	consolidation.
\boxtimes		16.04.040.E	Monumentation: Following completion of construction of the required improvements and prior
			to certification of completion by the city engineer, certain land survey monuments shall be

	Council Findings	reset or verified by the subdivider's engineer or surveyor to still be in place. These monuments shall have the size, shape, and type of material as shown on the subdivision plat. The monuments shall be located as follows: 1. All angle points in the exterior boundary of the plat. 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. The applicant shall meet the required monumentation standards prior to recordation of the Final Plat.
	16.04.040.F	 Lot Requirements: 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. 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: a. For lot line shifts of parcels that are entirely within slopes of twenty five percent (25%) or greater that are found to be in compliance with the purposes and standards of the mountain overlay design review standards and all other city requirements are met. b. For small, isolated pockets of twenty five percent (25%) or greater that are found to be in compliance with the purposes and standards of the mountain overlay district and this section. Corner lots
	16.04.040.G	 G. Block Requirements: The length, width and shape of blocks within a proposed subdivision shall conform to the following requirements: 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. Blocks shall be laid out in such a manner as to comply with the lot requirements. 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. Except in the original Ketchum Townsite, corner lots shall contain a building envelope outside of a seventy five foot (75') radius from the intersection of the streets.

	Council Findings	This application does not create a new block. This requirement is not applicable.
		This application does not create a new block. This requirement is not applicable. Street Improvement Requirements: 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; 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 dedication 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 necessary for the orderyl 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 exist adjoining the proposed 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 lost when the street is extended; 8. A cui-de-sac, court or similar type street shall be permitted only when necessary to
		 but readily accessible to adjacent collector and arterial streets; 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; 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; 18. Street lighting shall be required consistent with adopted city standards and where designated shall be installed by the subdivider as a requirement;

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			Council	 Private streets may be allowed upon recommendation by the commission and approval by the Council. Private streets shall be constructed to meet the design standards specified in subsection H2 of this section and chapter 12.04 of this code; 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; 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; Sidewalks, curbs and gutters shall be required consistent with adopted city standards and where designated shall be a required improvement installed by the subdivider; Gates are prohibited on private roads and parking access/entranceways, private driveways accessing more than one single-family dwelling unit and one accessory dwelling unit, and public rights-of-way unless approved by the City Council; and No new public or private streets or flag lots associated with a proposed subdivision (land, planned unit development, townhouse, condominium) are permitted to be developed on parcels within the Avalanche Zone.
L		_	Findings	
			16.04.040.1	Alley Improvement Requirements: Alleys shall be provided in, commercial and light industrial zoning districts. The width of an alley shall be not less than twenty feet (20'). Alley intersections and sharp changes in alignment shall be avoided, but where necessary, corners shall be provided to permit safe vehicular movement. Dead end alleys shall be permitted only within the original Ketchum Townsite and only after due consideration of the interests of the owners of property adjacent to the dead-end alley including, but not limited to, the provision of fire protection, snow removal and trash collection services to such properties. Improvement of alleys shall be done by the subdivider as required improvement and in conformance with design standards specified in subsection H2 of this section.
			Council	This standard is not applicable as no new alleys are being created.
			Findings	
			16.04.040.J	 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. 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. 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. 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. 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.
				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

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				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.		
				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.		
			Council Findings	No easements are required to be shown on the plat. The project does not create a new private street. The property is not adjacent to Warm Springs Creek or located within the floodplain or riparian area.		
		\boxtimes	16.04.040.K	Sanitary Sewage Disposal Improvements: Central sanitary sewer systems shall be installed in a		
				subdivisions and connected to the Ketchum sewage treatment system as a required improvement by the subdivider. Construction plans and specifications for central sanitary sewer extension shall be prepared by the subdivider and approved by the City Engineer, Council		
				and Idaho Health Department prior to final plat approval. In the event that the sanitary sewage		
				system of a subdivision cannot connect to the existing public sewage system, alternative provisions for sewage disposal in accordance with the requirements of the Idaho Department		
				of Health and the Council may be constructed on a temporary basis until such time as		
				connection to the public sewage system is possible. In considering such alternative provisions,		
				the Council may require an increase in the minimum lot size and may impose any other reasonable requirements which it deems necessary to protect public health, safety and welfare.		
			Council	This standard is not applicable as no new subdivision is being created.		
			Findings			
		\boxtimes	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		
			Council	Reclamation, and all requirements of the City.		
			Findings	This standard is not applicable as no new subdivision is being created.		
		\boxtimes	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.		
			Council	This standard is not applicable as no new subdivision is being created. The lot is not adjoining to		
			Findings	any incompatible uses or features.		
		\boxtimes	16.04.040.N	Cuts, Fills, And Grading Improvements: Proposed subdivisions shall be carefully planned to be		
				compatible with natural topography, soil conditions, geology and hydrology of the site, as well		
				as to minimize cuts, fills, alterations of topography, streams, drainage channels, and disruption of soils and vegetation. The design criteria shall include the following:		
				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:		
				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.		

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				 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: a. Fill areas shall be prepared by removing all organic material detrimental to proper compaction for soil stability. b. Fills shall be compacted to at least ninety five percent (95%) of maximum density as determined by AASHO T99 (American Association of State Highway Officials) and ASTM D698 (American Standard Testing Methods). c. Cut slopes shall be no steeper than two horizontal to one vertical (2:1). Subsurface drainage shall be provided as necessary for stability. d. Fill slopes shall be no steeper than three horizontal to one vertical (3:1). Neither cut nor fill slopes shall be no atural 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.		
			Council	This standard is not applicable as no new subdivision is being created. No grading is proposed or		
			Findings	required.		
			16.04.040.0	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 proliminary and final plat. All patural		
				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 antire improved width including shoulders
			Council	under the entire improved width including shoulders. This standard is not applicable as no new subdivision is being created. No changes are proposed or		
			Findings	required to the drainage of the existing lot.		
			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.		
			Council Findings	This standard is not applicable as no new subdivision is being created.		
			16.04.040.Q	Off Site Improvements: Where the off site impact of a proposed subdivision is found by the commission or Council to create substantial additional traffic, improvements to alleviate that impact may be required of the subdivider prior to final plat approval, including, but not limited to, bridges, intersections, roads, traffic control devices, water mains and facilities, and sewer mains and facilities.		
			Council Findings	This standard is not applicable as no off-site improvements are required for the application		
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	\boxtimes	16.04.040.R	Avalanche And Mountain Overlay: All improvements and plats (land, planned unit development, townhouse, condominium) created pursuant to this chapter shall comply with City of Ketchum Avalanche Zone District and Mountain Overlay Zoning District requirements as set forth in Title 17 of this Code.		
		Council	This standard is not applicable as the subject property is not within the Avalanche Zone District or		
		Findings	Mountain Overlay Zone District.		
	\boxtimes	16.04.040.S	Existing natural features which enhance the attractiveness of the subdivision and community,		
			such as mature trees, watercourses, rock outcroppings, established shrub masses and historic		
			areas, shall be preserved through design of the subdivision.		
		Council	This standard is not applicable as no changes to existing features on the property are proposed.		
		Findings			

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 City 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 application for the development and use of the project site.
- 2. The Council has authority to hear the applicant's Lot Line Shift Application pursuant to Chapter 16.04 of Ketchum Code Title 16.
- 3. The City of Ketchum Planning Department provided adequate notice for the review of this application.
- 4. The Lot Line Shift (Readjustment of Lot Lines) application is governed under Sections 16.04.010, 16.04.020, 16.04.030, and 16.04.060 of Ketchum Municipal Code Chapter 16.04.
- 5. As conditioned, the proposed Lot Line Shift meets the standards for approval under Title 16 of Ketchum Municipal Code.

DECISION

THEREFORE, the Ketchum City Council **approves** the 108-110 Ritchie Lot Line Shift Application this Tuesday, July 05th, 2022 subject to the following conditions:

CONDITIONS OF APPROVAL

- 1. The amended plat mylar shall meet all conditions specified in Table 1: Findings Regarding Contents of Final Plat and Subdivision Design & Development Requirements.
- The amended plat shall meet all governing ordinances, requirements, and regulations of the Fire Department (2012 International Fire Code and local Fire Protection Ordinance No. 1125), Building Department (2012 International Building Code, the 2012 International Residential Code, and Title 15 of Ketchum Municipal Code), Utilities Department, Street Department (Title 12 of Ketchum Municipal Code), and the City Engineer.
- 3. The recorded plat shall show a minimum of two Blaine County Survey Control Monuments with ties to the property and an inverse between the two monuments. The Survey Control Monuments shall be clearly identified on the face of the map.

- 4. An electronic CAD file shall be submitted to the City of Ketchum prior to final plat signature by the City Clerk. The electronic CAD file shall be submitted to the Blaine County Recorder's office concurrent with the recording of the Plat containing the following minimum data:
 - a. Line work delineating all parcels and roadways on a CAD layer/level designated as "parcel";
 - b. Line work delineating all roadway centerlines on a CAD layer/level designated as "road"; and,
 - c. Line work that reflects the ties and inverses for the Survey Control Monuments shown on the face of the Plat shall be shown on a CAD layer/level designated as "control"; and,
 - d. All information within the electronic file shall be oriented and scaled to Grid per the Idaho State Plane Coordinate System, Central Zone, NAD1983 (1992), U.S. Survey Feet, using the Blaine County Survey Control Network. Electronic CAD files shall be submitted in a ".dwg", ".dgn" or ".shp" format and shall be submitted digitally to the City on a compact disc. When the endpoints of the lines submitted are indicated as coincidental with another line, the CAD line endpoints shall be separated by no greater than 0.0001 drawing units.
- 5. The Final Plat mylar shall contain all items required under Title 50, Chapter 13, Idaho Code as well as all items required pursuant to KMC §16.04.030J including certificates and signatures.
- 6. The applicant shall provide a copy of the recorded Final Plat to the Planning and Building Department for the official file on the application.

Findings of Fact **adopted** this 5th day of July 2022

Neil Bradshaw, Mayor

City Clerk



City of Ketchum

July 5, 2022

Mayor Bradshaw and City Councilors City of Ketchum Ketchum, Idaho

Mayor Bradshaw and City Councilors:

Interim Budget Request for Mountain Rides - Summer Silver Transit Route

Recommendation and Summary

Mountain Rides is requesting a local match of \$8,000 for a summer Silver Route from the resort through town to River Run Lodge.

"I move to approve a local match of \$8,000 for the summer operation of the Silver Route."

The reasons for the recommendation are as follows:

- Sun Valley Company has committed funding 2/3 of the cost (\$32,000)
- The service will commence from early July and continue through Labor Day
- Cities of Ketchum and Sun Valley have been requested to contribute \$8,000 each to the underwriting of the service

Sustainability Impact

Increased transit service decreases vehicular trips.

<u>Financial Requirement/Impact</u> Local Option Tax revenues can fund the request of \$8,000.

<u>Attachments</u> None

WHITE PETERSON

ATTORNEYS AT LAW

KATELIN E. BARTLES MARC J. BYBEE WM. F. GIGRAY, III MATTHEW A. JOHNSON BRYAN W. KNOX WILLIAM F. NICHOLS * ANDREA H. NIELSEN BRIAN T. O'BANNON * WHITE, PETERSON, GIGRAY & NICHOLS, P.A. CANYON PARK AT THE IDAHO CENTER 5700 E. FRANKLIN RD., SUITE 200 NAMPA, IDAHO 83687-7901 TEL (208) 466-9272 FAX (208) 466-4405 EMAIL: mjohnson@whitepeterson.com

July 5, 2022

To: Mayor and Councilmembers City of Ketchum

From: Matthew Johnson, City Attorney

Legal/Staff Report for Harriman - Mutual Waiver of Condition

Background:

On June 23, the Council approved and authorized the City to enter into a Settlement Agreement with Harriman Hotel, LLC. Provision 4 of the Agreement includes a condition as follows:

The obligations of each of the Parties hereunder are expressly conditioned upon . . . (iii) the Ketchum Urban Renewal Agency (KURA), at its sole discretion, entering into an Owner Participation Agreement with Owner for reimbursement of certain costs substantially similar to those approved in the OPA dated February 21, 2017.

This condition was requested by Harriman Hotel in negotiations and primarily included for the benefit of Harriman Hotel. The City did not have major concerns regarding the KURA OPA, and the City's reasons for entering into the Settlement Agreement were not tied to this condition.

As described in the attached document, Harriman Hotel is now requesting the parties mutually waive this condition. A mutual waiver would mean that in the event the KURA were not to approve an OPA, neither party would be able to back out of the Settlement Agreement for that reason as the condition would have been mutually waived.

Analysis and Recommendation:

Since the City has no major concern about whether the KURA OPA is or is not approved, the mutual waiver of this condition is of little impact to the City's interests. Instead it removes a condition that primarily allowed an opportunity for Harriman Hotel to opt out of the Settlement Agreement if the condition failed. This waiver of condition evidences a further commitment by Harriman Hotel to proceeding on the Project.

Based upon this, the staff recommendation is this Mutual Waiver be approved and the Mayor authorized to sign the Mutual Waiver Letter offered and signed by Harriman Hotel.

PHILIP A. PETERSON WILLIAM L. PUNKONEY

TERRENCE R. WHITE OF COUNSEL WILLIAM F. "BUD" YOST OF COUNSEL

* Also admitted in OR

Recommended Motion:

I move to approve and authorize the Mayor to sign the Mutual Waiver Letter as presented.

June 29, 2022

Jack E. Bariteau, Jr. Managing Member Harriman Hotel, LLC P. O. Box 84 Sun Valley, Idaho 83353

Honorable Neil Bradshaw Mayor City of Ketchum Post Office Box 2115 Ketchum, ID 83340

Re: Waiver of Condition of Settlement Agreement

Dear Mayor Bradshaw:

As discussed through our respective counsel, provided that the City of Ketchum ("City") does the same, the Harriman Hotel ("HH") desires to and hereby does expressly waive its right under paragraph 4(iii) of the June 23, 2022 Settlement Agreement with the City of Ketchum ("Agreement") to terminate the Agreement and its obligations thereunder in the event the Ketchum Urban Renewal Agency does not agree to an Owner's Participation Agreement with HH. If the City is willing to reciprocate and waive its rights under said paragraph 4(iii) please so indicate by signing this letter where indicated and returning a copy to the undersigned. Other than this mutual waiver with respect to paragraph 4(iii), all other provisions of paragraph 4 of the Agreement remain in full force and effect.

Sincerely,

E. Bariteau, Dr.

Managing Member

The undersigned agrees to and does hereby expressly and unconditionally waive its right under paragraph 4(iii) of the Agreement to terminate the Agreement and its obligations thereunder.

Dated: June____, 2022

City of Ketchum, Idaho

Neil Bradshaw, Mayor

CC: Edward Lawson Justin Jones Andy Blank



City of Ketchum

July 5, 2022

Mayor Bradshaw and City Councilors City of Ketchum Ketchum, Idaho

Mayor Bradshaw and City Councilors:

Review Draft Master Plan for Little Park and Provide Feedback

Recommendation and Summary

A concept master plan for Little Park has been completed in concert with in-person and on-line public feedback sessions. Staff will review the components of the draft master plan for Council feedback.

"I move approval of the Little Park Master Plan and instruct staff to solicit bids for implementation."

The reasons for the recommendations are as follows:

- Little Park is a key greenspace amenity in the downtown core area without ADA accessible pathways or play equipment
- The master plan would add additional needed amenities (water fountain, shade structures, picnic tables)
- Recommissioning irrigation and vegetation would reduce water use
- The design seeks to better integrate the park with the Bonning Cabin and Ore Wagon Museum as one overall experience

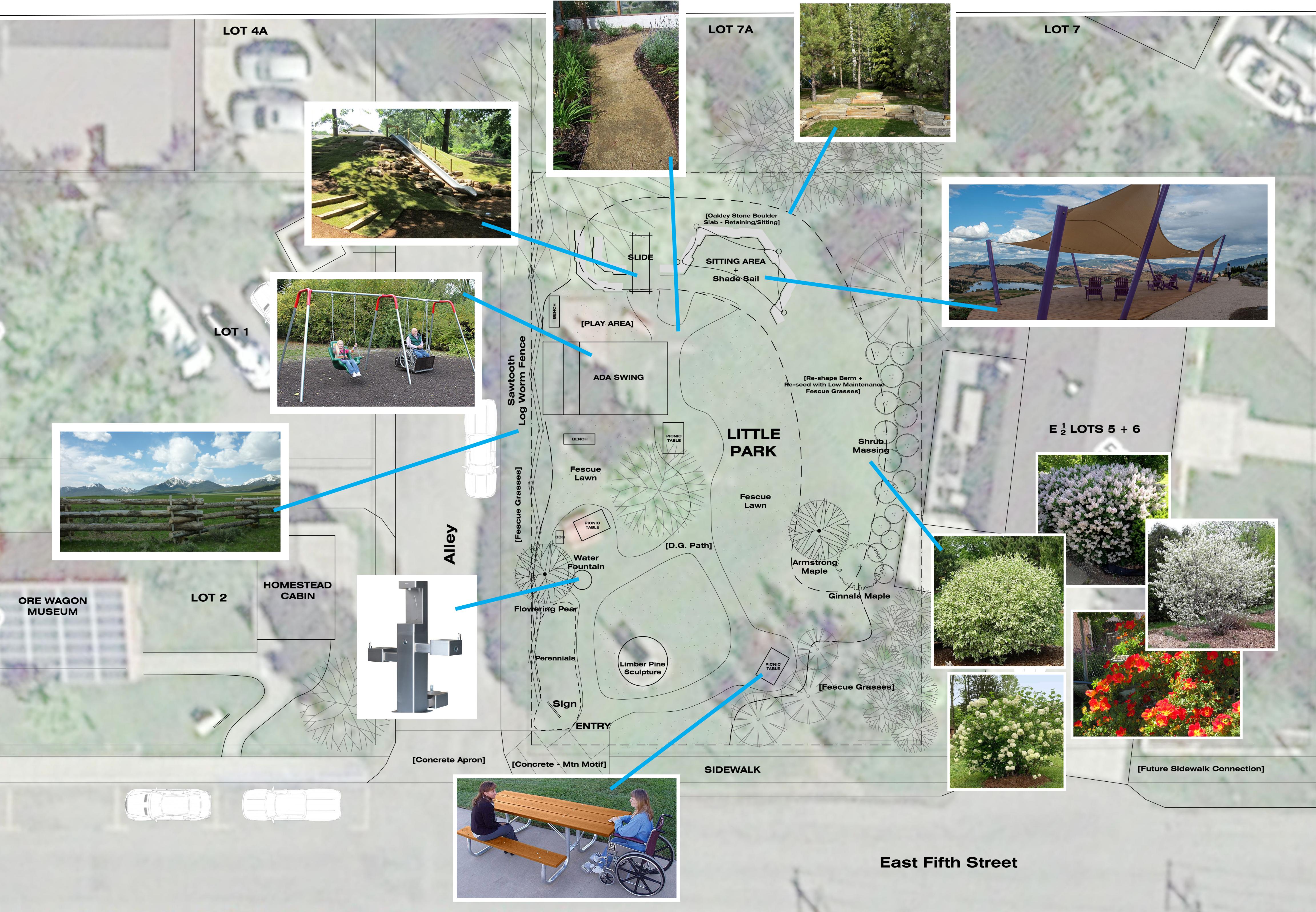
Sustainability Impact

Recommissioning irrigation and vegetation would reduce water use

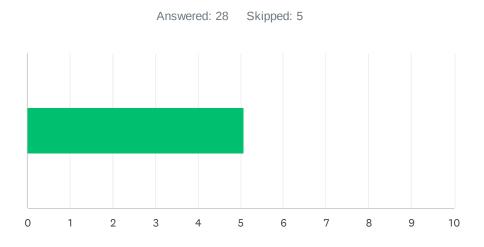
Financial Impact

Some elements of the master plan can be implemented with in-house personnel and equipment. Staff would prioritize elements of the plan to bid out. The FY22 CIP allocated \$54,000 for the project. There is the potential to allocate additional funds to the project should other Facility CIP projects not be completed in the fiscal year.

<u>Attachments</u> Draft Master Plan On-line public feedback

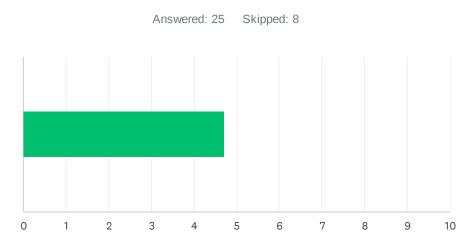


Q1 How important would an improved irrigation system be to you?



ANSWER CHOICES	AVERAGE NUMBER	TOTAL NUMBER	RESPONSES
	5	142	28
Total Respondents: 28			

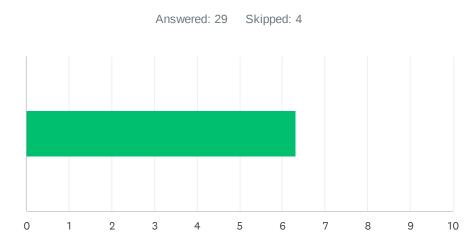
Q2 How important would improved park boundaries be to you - via shrub massing and new fencing?



ANSWER CHOICES	AVERAGE NUMBER	TOTAL NUMBER	RESPONSES
	5	118	25
Total Respondents: 25			

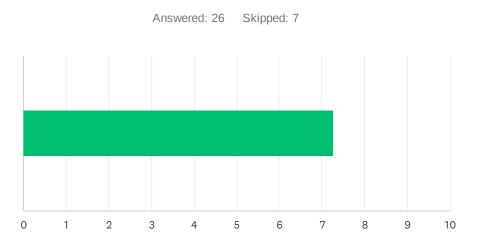
Little Park Refresh

Q3 How important are accessible pathways at this location?



ANSWER CHOICES	AVERAGE NUMBER	TOTAL NUMBER	RESPONSES
	6	183	29
Total Respondents: 29			

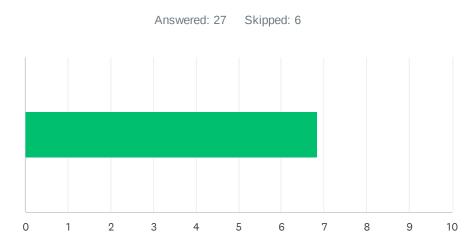
Q4 How important are ADA structures (accessible picnic tables & play equipment) at this location?



ANSWER CHOICES	AVERAGE NUMBER	TOTAL NUMBER	RESPONSES	
	7	18	9 2	26
Total Respondents: 26				

Little Park Refresh

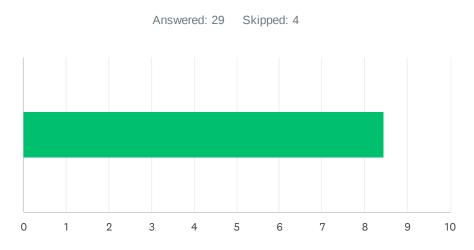
Q5 How important would a new slide be to this location?



ANSWER CHOICES	AVERAGE NUMBER	TOTAL NUMBER	RESPONSES
	7	185	27
Total Respondents: 27			

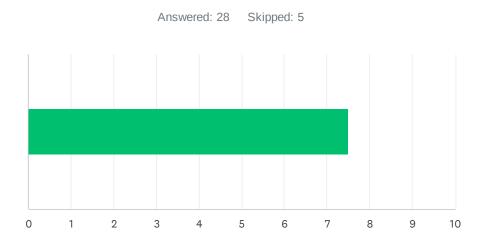
Little Park Refresh

Q6 How important would shaded seating area be for you?



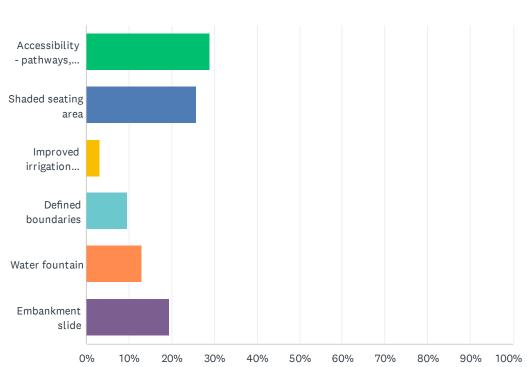
ANSWER CHOICES	AVERAGE NUMBER	TOTAL NUMBER	RESPONSES	
	8	2	245	29
Total Respondents: 29				

Q7 How important would a new water fountain (dog-friendly) be to you?



ANSWER CHOICES	AVERAGE NUMBER	TOTAL NUMBER	RESPONSES	
	8	2	210	28
Total Respondents: 28				

Q8 Of all the potential improvements listed, which one is your top priority?



ANSWER CHOICES	RESPONSES	
Accessibility - pathways, seating and play structures	29.03%	9
Shaded seating area	25.81%	8
Improved irrigation system	3.23%	1
Defined boundaries	9.68%	3
Water fountain	12.90%	4
Embankment slide	19.35%	6
TOTAL		31

Little Park Refresh

Q9 Anything else you'd like to voice or contribute to the Little Park discussion? Please include your email address if a direct response is expected. Thank you!

Answered: 10 Skipped: 23

- Besides Hemingway (which is not open to the public when school is in session), there is no public playground for little kids in Ketchum!
- Would like to retain some open area for play where teens could play spukeball, etc. But also appreciate added playground equipment for littles. There is no where but the school to okay which seems off limits during school day. Also Community library had water station less than a block away. I'd spend money elsewhere.
- I think a rich neighbor/friend is pushing the mayor for this. This park is rarely visited by anyone, never have I seen anyone there when I drive by in many years. Why don't you spend money on places like the warm springs base area where 1000's of people visit each winter. How about new lights that work properly and don't look like they are ready to fall down, sidewalks that aren't decrepit and make them ada accessible, and better paving there instead? Oh wait, no rich people bugging you to do that?
- Swings are for children would also be nice.
- Please consider closing the alley and incorporate the wagon museum as part of the park.
- Love the fence and the slide. Shade is a necessity. The seating area is very attractive.
- Shaded outdoor areas in green spaces are greatly needed in Ketchum. Thank you for thinking of them. I personally don't think we need more places for dogs to gather -- and for people to not pick up after them, so I'd prefer to not have a water feature.
- I hope you do t cut any trees down. There are plenty of shaded areas I. This park with the natural landscaping currently in place.
- A clean & adequate place to sit, on the ground, benches, picnic table, rocks and perhaps some shaded area achieved thru pantings not structures is plenty at this tiny site. Seems we keep wanting to create Disneyland as if people don't have the intelligence to know how to use a quiet piece of not built land!!!
- Open up the south corner for better visibility from the street. But try to maintain some screening of the back of the Ketchum Grill.



City of Ketchum

July 5, 2022

Mayor Bradshaw and City Councilors City of Ketchum Ketchum, Idaho

Mayor Bradshaw and City Councilors:

Discussion and Direction to Staff Regarding Potential Sole Source Purchasing Declaration for Lease to Locals Program

Recommendation and Summary

As part of the development of the Ketchum Housing Action Plan, staff became aware of the Lease to Locals Program originating in the Tahoe/Truckee area. The company has since expanded to other western communities. The goal of the program is to incent units into the mid- and long-term rental pool.

Staff has not become aware of another professional services firm offering a similar program. Staff would like to receive direction from Council whether to issue an RFP or declare a sole source as allowed under Idaho purchasing law (67-2808). Lease to Locals' other clients in California and Colorado have selected the sole source purchasing approach. The City Attorney will provide Council with his analysis.

Sustainability Impact

Increased local workforce housing decreases commuter vehicular trips.

Financial Requirement/Impact

\$500,000 was recommended for the program as part of the housing draft budget. Approximately \$100,000 would be direct compensation for Lease to Locals for professional services. The remaining amount would <u>only</u> be expended should property owners sign up for the program incentive.

<u>Attachments</u> None