



CITY OF KETCHUM, IDAHO

CITY COUNCIL

Monday, May 06, 2024, 4:00 PM

191 5th Street West, Ketchum, Idaho 83340

AGENDA

PUBLIC PARTICIPATION INFORMATION

Public information on this meeting is posted outside City Hall.

We welcome you to watch Council Meetings via live stream.

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

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

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

Join the Webinar: <https://ketchumidaho-org.zoom.us/j/88190322371>

Webinar ID: 881 9032 2371

- Address the Council in person at City Hall.
- Submit your comments in writing at participate@ketchumidaho.org (*by noon the day of the meeting*)

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

CALL TO ORDER: By Mayor Neil Bradshaw

ROLL CALL:

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

COMMUNICATIONS FROM MAYOR AND COUNCILORS:

1. Public comments submitted

CONSENT AGENDA:

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

2. Recommendation to approve minutes of April 15th, 2024 - City Clerk Trent Donat
3. Authorization and approval of the payroll register - Treasurer Shellie Gallagher
4. Authorization and approval of the disbursement of funds from the City's treasury for the payment of bills - Treasurer Shellie Gallagher
5. Recommendation to approve Task order 9 & 10 with SuperBloom for Warm Springs Preserve - Senior Project Manager Ben Whipple

- [6.](#) Recommendation to Approve Purchase Order # 24081 for the purchase of a John Deere micro excavator - Facilities Supervisor Juerg Stauffacher
- [7.](#) Recommendation to approve road closure for Sun Valley/Ketchum Rotary Brewfest special event - Community Engagement Manager Daniel Hansen
- [8.](#) Recommendation to review and approve Right-of-Way Encroachment Agreement #24908 between the City of Ketchum and Giacobbi Square LLC - Associate Planner Paige Nied
- [9.](#) Recommendation to review and approve the Snowbird Townhomes Townhouse Final Plat - Associate Planner Adam Crutcher
- [10.](#) Recommendation to approve road closure for Sun Valley Museum of Art's Summer Celebration on July 10th, 2024 - Community Engagement Manager Daniel Hansen
- [11.](#) Recommendation to ratify contract with Idaho Materials and Construction for Main Street Rehabilitation Contract - Senior Project Manager Ben Whipple
12. Recommendation to approve Resolution 24-010 and corresponding Purchase Orders (24089, 24090, 24091) for Sole Source Purchases for equipment related to Main Street Rehabilitation Project - City Clerk & Business Manager Trent Donat

PUBLIC HEARING:

13. Recommendation to approve Resolution 24-008 with Sun Valley Holdings, LLC for land exchange (continue to May 20, 2024 due to noticing requirements) - City Administrator Jade Riley
- [14.](#) Recommendation to hold a public hearing and approve the Lot 3A, Block 1, Beaver Springs Subdivision Lot Line Shift application and adopt the Findings of Fact, Conclusions of Law, and Decision - Associate Planner Paige Nied
- [15.](#) Recommendation to hold a public hearing and approve the Lewis Bank Condominiums Amended Unit A Lot Line Shift application and adopt the Findings of Fact, Conclusions of Law, and Decision - Associate Planner Paige Nied

NEW BUSINESS:

- [16.](#) Recommendation to appoint Brent Davis as City Treasurer (Finance Director) - City Administrator Jade Riley
- [17.](#) Recommendation to approve Updated Lease to Locals Policies and monthly Housing Update - Housing Director Carissa Connelly
- [18.](#) Quarterly review of Annual Work Plan - City Administrator Jade Riley
- [19.](#) FY25 Budget Development - Review Financial Models for Water and Wastewater Enterprise Funds - City Administrator Jade Riley

ADJOURNMENT:

Participate

From: Geraldine Carter <geraldinedcarter@gmail.com>
Sent: Monday, April 15, 2024 7:54 PM
To: Participate
Subject: Delighted about traffic calming

I couldn't be happier to hear that traffic calming is back for year 2 in West Ketchum.

I felt so much safer biking with my small children, and I found in general there was less fast/crazy driving.

TY!!

Geraldine Carter

Host of the **BUSINESS STRATEGY FOR CPAs** Podcast
For Overworked CPAs Who Want Their Lives Back
GeraldineCarter.com

Participate

From: Bruce Smith <bsmith@alpineenterprisesinc.com>
Sent: Monday, April 15, 2024 4:40 PM
To: Participate
Subject: RE: City of Ketchum | Word on the Street

While I am favor of traffic calming, I think you should do a little research on speed bumps. I have heard that there is 10 times the pollution at speed bumps when cars put on their brakes resulting in asbestos dust, shaking the salt and dirt off of the cars when it hits the bump and then more tailpipe emissions when they accelerate away.
Just sayin'

Bruce Smith, PLS 7048
Alpine Enterprises Inc.
Mail: PO Box 2037
Shipping: 660 Bell Dr., Unit 1
Ketchum, ID 83340
Office: 208-727-1988
Cell: 208-720-3042
Fax: 208-727-1987

From: City of Ketchum <participate@ketchumidaho.org>
Sent: Friday, April 12, 2024 12:05 PM
To: Bruce Smith <bsmith@alpineenterprisesinc.com>
Subject: City of Ketchum | Word on the Street

Participate

From: Aly Swindley
Sent: Monday, April 15, 2024 4:01 PM
To: Participate
Subject: FW: Traffic Calming proposal on Monday's agenda

ALY SWINDLEY | CITY OF KETCHUM

Management and Communications Analyst
P.O. Box 2315 | 191 5th Street West | Ketchum, ID 83340
o: 208.727.5081 | f: 208.726.7812
aswindley@ketchumidaho.org | www.ketchumidaho.org

From: Clyde Holt <CHolt@ketchumidaho.org>
Sent: Sunday, April 14, 2024 1:20 PM
To: Aly Swindley <aswindley@ketchumidaho.org>
Subject: Re: Traffic Calming proposal on Monday's agenda

Aly, sending me a notice at 4:48 pm on Saturday of a Council meeting on Monday is kind of late, don't you think? going forward with the proposal as presented is unreasonable, and we continue to oppose it. It is a waste of public resources, and is not supportable by the vast majority of home owners and residents along Bird Drive!

From: Aly Swindley <aswindley@ketchumidaho.org>
Sent: Saturday, April 13, 2024 4:48 PM
Subject: Traffic Calming proposal on Monday's agenda

Good afternoon!
Excuse the weekend email – this week got away from me!

Please see the attached staff report – a proposal for ‘Traffic Calming Pilot 2.0’ that’s on the council agenda for this coming Monday.

The recommendation is a

- repeat of the roundabout at 6th and the crosswalk enhancements at the Bird & Wood River Drive intersection
- switch to speed humps on Bird Drive AND Williams Street (in place of the tubular markers)

You’re invited to share your thoughts/feedback/arguments with council via ‘public comment’ emails to participate@ketchumidaho.org.

If you have already shared your opinions with me directly, I have forwarded them on for packet inclusion.

If you have any questions about the proposal, send them over – I’ll get back to you on Monday.
Enjoy this gorgeous day!

Cheers,
Aly

ALY SWINDLEY | CITY OF KETCHUM

Management and Communications Analyst

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

o: 208.727.5081 | f: 208.726.7812

aswindley@ketchumidaho.org | www.ketchumidaho.org

Cyndy King

From: Amanda Breen
Sent: Tuesday, April 16, 2024 1:30 PM
To: Cyndy King
Cc: Daniel Hansen
Subject: Fw: Tradeoff-Revisited

Public comment.

From: Julie Johnson <jjnourishme@gmail.com>
Sent: Tuesday, April 16, 2024 1:24 PM
To: Warren Benjamin <benjmarketing4@gmail.com>
Cc: Amanda Breen <ABreen@ketchumidaho.org>; Bronwyn Nickel <bbpatters@yahoo.com>
Subject: Re: Tradeoff-Revisited

Look, we all agree on pedestrian safety but I have two major concerns about widened sidewalks. At least on our block.

I keep hearing from Neil and from Cortney that we all need to walk and ride our bikes and E Bikes at that.

I can't wait to get on my E bike and when I do the last place on earth I would ride - literally- is in downtown Ketchum.

Pedestrians and E bikes are two different user groups. They do not mix and it is not safe for either party.

I sincerely ask that the sidewalks in front of our block not be widened in the interest of pedestrian safety.

To begin with, the pavers will not be covered by our porch roof and the drip line will ensure that the pavers will be covered in ice throughout the long winter months.

But most importantly a driver will not be able to open their drivers door as the widened sidewalk will literally put their door into oncoming traffic possibly keeping the driver imprisoned in their cars for quite awhile.

Imagine 90 year old Ann Christensen crawling into her passenger seat to open her passenger door so she can access the sidewalk.

And then have a possible collision with a bicycle!

Imagine yourself doing that.
I think that needs to be measured by the designers.
I'll send a letter to Jade.
Thank you
JWJ

On Tue, Apr 16, 2024 at 12:37 PM Warren Benjamin <benjmarketing4@gmail.com> wrote:

Amanda

Thank you for your patience and understanding over the past several months regarding the important issue of parking in Ketchum.

You've been a fair and impartial councilmember when it comes to understanding all the issues and all the constituents that are affected by this situation.

I'm writing to ask for your support to find a solution to the Washington Street parking lot that satisfies both the members of our community (businesses, employees, locals and tourists) and the objective of various city government organizations.

I have continually voiced my concern for two compatible groups and the impact your decision will have on them; local businesses in the downtown corridor and the working employees at these locations. Overall, without these local businesses that employ these local workers, we will be left with a town that does not fulfill one of the comprehensive plan vision of vibrancy and character that is so important to all of us.

With so many important issues at stake, it feels as if housing has taken center stage at the expense of the parking issues facing our town. There's no doubt we need a workforce in close proximity to the local businesses that provides easy access either through walking, biking or public transportation. I am skeptical that we can automatically change consumer behavior by "asking" workers to not drive into the downtown corridor. Parking management is worthy objective, however we are wired to behave in a different manner.

As i mentioned yesterday, I work at The Sawtooth Club that employs 35 year round workers of which 27 or 78% live South Valley and beyond. With the lack of public transportation to the majority of these (beyond) locations and the hours these employees work (3pm-midnight), it is impossible to ask them to not drive to work or park several blocks from this establishment during the midnight hour and in inclement weather.

I'm not sure that one of the solutions offered up (short term & long term parking) will work either. Consider the chef that is forced to park in long term parking (2 hour limit) and must move their vehicle 2-3 times during their shift! That's not a solution.

Or the guest at The Sawtooth that spends 2 plus hours enjoying their dinner and parks in short term parking to be close to the establishment and must move their vehicle every 30 minutes.

Or the person that goes to the The Magic Lantern for a 3 hour movie and is ticketed because they couldn't find a parking spot to meet their needs?

In these scenarios, it is obvious that each business location will have its own set of priorities and needs that cannot be satisfied with one overall solution.

The only solution is to save the Washington Street lot and leave it as the best alternative (for now) that satisfies the majority of constituents that you serve.

Can't City Council, through KURA and P&Z, find another housing location that satisfies the pressing need of housing other than in the downtown corridor?

This has taken more than the allotted 3 minutes to express my thoughts and I'm sorry for the rambling but I feel you are open minded to find other solutions to this issue.

I look forward to your reply and to further discussions.

Best
Warren Benjamin
Ketchum

I will be writing other key members of Council, P&Z and KURA to express these similar thoughts.

--

Nourishme & Julie Foods

Julie Johnson NTP
151 north main st.
Ketchum, ID 83340
208 928 7604 /fax 928 7605

Cyndy King

From: Carol Stevens <cfstevens@cox.net>
Sent: Tuesday, April 16, 2024 2:25 PM
To: Participate
Subject: Monday. April 15,2024 meeting

I was at the meeting last night and was very disappointed that nothing was done to help save Ketchum's rapid destruction.

I think we are very lucky to have 2 new, young council members (Spencer and Tripp)that really seem to care about the future of Ketchum. Kudos to them for speaking out.

I was also surprised that when entering our new, expensive City Hall that there was no American Flag to be seen. Also thought it be nice if the Pledge of Allegiance was said at the beginning.

Hope you old council members will start listening to the young men.

Thank you,

Carol Stevens

Sent from my iPhone

Cyndy King

From: Zak Greenawalt <zakreps@gmail.com>
Sent: Tuesday, April 16, 2024 2:15 PM
To: Participate; Stephanie Greenawalt
Subject: 2nd Ave speed control

Good afternoon, my family and I reside at the south end of 2nd Ave. We have 2 kids and a dog and are an active bunch and enjoy being outside in the yard and walking to town and such! The road has two hills at that south end and cars coming off the highway and going to the highway tend to exceed the 20 mph limit and often do so excessively. I'd love a way to minimize that, whether that be speed bumps or some sort of speed sign that flashes lights showing how much faster than 20 you are going. There is only so much sidewalk on 2nd Ave and with future construction projects we will see more and more traffic. If the city could implement something that would be great.

Ps

Last week one of the Ketchum police officers stopped 4 or 5 cars speeding in a letter of 20 minutes. An example of frequent speeding is on 2nd Ave.

Thank you for your consideration

Cyndy King

From: Tracey Nichols <traceyanichols@gmail.com>
Sent: Tuesday, April 16, 2024 10:37 AM
To: Participate
Subject: Serenade & 2nd Avenue Traffic !!!!!

Follow Up Flag: Follow up
Flag Status: Flagged

Hi,

I am writing to please request that something aka speed bumps, signage, cameras, whatever be placed at the south end of 2nd.

I live next to Trail Creek, (sandwiched between the bridge and Westridge). I work from home, and am very aware of the traffic that travels this road on a daily basis.

For years I have requested that speed bumps, ticketing or whatever measures could be place be done.

folks travel at well over the 20 miles an hour, not to mention that there are minimal sidewalks for those of us who walk to town, are out with our dogs, or are seniors or kids.

I know that the traffic is going to only get worse with the upcoming project. In fact, one suggestion might be to make 2nd/3rd both one way streets if at all possible to allow for space for pedestrians.

Today, I spoke with the community officers and front desk at the City. Please place the on your agenda for this Thursday and help resolve this matter.

Thank you,

Tracey Nichols
600 S 2nd Avenue
425-691-0884

Participate

From: Kate Kelly <kowhide@q.com>
Sent: Thursday, April 18, 2024 1:51 PM
To: Participate
Subject: Main Street

Dear Mayor and City Council:

As long time Ketchum residents we are writing to urge the Mayor to change his tie breaking vote and thereby eliminate the proposed left hand turn lanes on Main Street. We agree with Cordovano and Hutchinson that this plan with its loss of 25 parking spaces is a bad idea. We remember when the Main St. and SV Road signal used to let both left lanes go at once and it worked great (see Brad Roos' letter to the editor.) This is the logical solution, not extra turn lanes. You seem to be in denial that our town's Main St. is actually a very busy State Highway. The idea of it having "pedestrian amenities" seems ridiculous to us. Put the amenities on the side streets where people can appreciate them without the truck traffic. It's not too late to change your minds. Sorry, but in the real world people aren't going to walk and ride their E-bikes everywhere they go.

Sincerely,

Kate and Gerard Kelly

Participate

From: Pat Higgins <pathiggins@cox.net>
Sent: Monday, April 22, 2024 9:29 AM
To: Participate
Subject: Loss of Parking

Dear Mayor and City Council, and Jade Riley, I have attended the Main Street Project meetings since last November when it was first presented to the public . I listened intently to Jade Riley explain that it was needed to remove 25 parking places for the turn lanes. I still do not understand why these turn lanes can not be timed with the lights?

Jade also said that he was going to find parking to replace the 25 lost. I continued to attend these meetings and never heard of an acceptable trade off for these parking places. I was at the last city council meeting on April 15th to see the draft plan for parking. This subject is extremely important and should have had its own meeting instead of being at the very end of the agenda. Having people sit for 3 plus hours before they can even comment in 3 mins is in my opinion is very inconsiderate . Many people have jobs and other commitments that they can't make a meeting, let alone sit for over 3 hours. You say you are transparent and you want public input , I find this not true.

I have never heard anyone praise removing parking, yet you are Gung-Ho and going to do what you want. You will put those affected businesses out of business.

All of the businesses in Ketchum I have talked to disagree with your plan to not only remove this parking , but the parking lot on Washington.

Why is ITD improving Highway 75 if we are getting rid of cars? These people driving here will have no where to park. By the way Hwy 75 goes thru our town it is a major road , not some quaint little Main Street like on Mayberry RFD.

Where is the parking for the Argyros Performing Arts Center? Where will the parking be for Magic Lantern Movie theaters? Your quadrant plan is very confusing, and putting pressure on surrounding areas and other businesses. Your plan will put these small businesses out of business, and we will have no downtown.

All I can say is I am very thankful for Tripp and Spencer , the only 2 voices of reason sitting on this council.

Pat Higgins

Sent from my iPad

Participate

From: Heather Newhouse <heather@openroomfurniture.com>
Sent: Wednesday, April 24, 2024 11:42 AM
To: Participate
Subject: First Avenue North

Follow Up Flag: Follow up
Flag Status: Flagged

Emailing again regarding all the construction projects happening at once on our block between Sun Valley Road and 4th.

WHEN will we have our sidewalks back?

We have dealt with alley closures, road closures, sidewalks have been closed since last summer...they are grinding tile next door and the dust and drippings from the saw have covered all of our furniture on display (I have spoken to the foreman and he is aware) delivery trucks can't make the turn onto first because the fencing is protruding so far into the street from the project on SV and First...limited parking because of all the construction workers...the disruptions!... just goes on and on. It is noisy, dirty, and congested.

Trying to do business is immensely challenging.

Please use this scenario to do a better job of managing current and future projects throughout town. They should be staggered in the future....please come on up and take a look, it is chaos.

Heather Newhouse, Owner
208.622.0222 (o)
810.656.7974 (c)

US Mail/Billing
PO Box 6672
Ketchum, Idaho 83340

Showroom/delivery
360 1st Avenue North
Ketchum, Idaho 83340



Participate

From: peter tynberg <pltyenberg@gmail.com>
Sent: Wednesday, April 24, 2024 4:31 PM
To: Neil Bradshaw
Cc: Jade Riley; Morgan Landers; Adam Crutcher; geoffrey williams; Brian Williams; ally spencer; Daniel McCown; Participate
Subject: Re: Request to City Officials

Follow Up Flag: Follow up
Flag Status: Flagged

Thanks,
Peter

On Apr 24, 2024, at 11:30 AM, Neil Bradshaw <NBradshaw@ketchumidaho.org> wrote:

Peter
This is received and will be put in the public record for council consideration
Thanks
Neil

NEIL BRADSHAW | CITY OF KETCHUM

Mayor

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

o: 208.727.5087 | m: 208.721.2162

nbradshaw@ketchumidaho.org | www.ketchumidaho.org

On Apr 20, 2024, at 1:26 PM, peter tynberg <pltyenberg@gmail.com> wrote:

City Officials,
I am requesting that this year no entity is allowed to bring unwanted water to our pond without a prior inspection of their property which shows that ground water has risen within two feet of their property's ground surface.

Last year the Westcliff Residences were permitted two blue tubes when the ground water was five feet below the ground surface in the two dry wells in their interior driveway. Those dry wells were only permitted to be 5 feet deep , but were constructed 11 feet deep.

Please respond to this request.

Thank you,
Peter Tynberg

Participate

From: Mark <markefosburg@yahoo.com>
Sent: Thursday, April 18, 2024 8:21 AM
To: Participate
Subject: Please prioritize parking in business/town core

Greetings,

I am writing to urge you to prioritize the parking in our core downtown areas.

I fear a lot of damage to the livability of the town in the future will occur if we lose the 64 parking spots near the Limelight along with other parking.

Thank you for your consideration,

Mark Fosburg
Sent from my iPhone

Participate

From: Neil Bradshaw
Sent: Wednesday, April 17, 2024 12:43 PM
To: Barbara Browning
Cc: Tripp Hutchinson; Spencer Cordovano; Amanda Breen; Courtney Hamilton; Participate
Subject: Re: Parking in Ketchum

Follow Up Flag: Follow up
Flag Status: Flagged

Thanks Barbara
I will put this comment in the public record
Thanks for your participation!
Cheers
Neil

NEIL BRADSHAW | CITY OF KETCHUM

Mayor

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

o: 208.727.5087 | m: 208.721.2162

nbradshaw@ketchumidaho.org | www.ketchumidaho.org

On Apr 17, 2024, at 12:11 PM, Barbara Browning <daisyandyclover@gmail.com> wrote:

Dear Mayor and City Council,

We have lived in Ketchum and then Hulen Meadows since 1968. Yes, for 56 years! As current residents of the County, we cannot vote in Ketchum elections. However, we shop and conduct business in Ketchum almost daily. So, we are definitely impacted by the decisions of City officials.

Please do NOT implement your current plans for Main Street that would eliminate many parking spaces. We do not need left turn lanes on Main Street!

Please do NOT proceed with plans to take existing parking lots to build "affordable housing".

Once you eliminate parking, customers of businesses will go elsewhere; stores will close for lack of business; and you will have effectively killed our wonderful small town.

I understand that it is two councilors, Ms. Breen and Ms. Hamilton, who are pushing this horrible plan, with Mayor Bradshaw breaking a tie vote in favor of it, every time it comes up. The three of you need to think very carefully about what your "legacy" will be, for your years in office.

You already have a very bad reputation among long-time locals, county wide, for your insistence on these plans.

Please step back, put all of this on a long pause, and just do a basic paving of Main Street, for now. Leave the parking lots alone! Set aside your personal agendas and listen to County residents who do not have any agenda beyond saving our beloved Ketchum.

Thank you,

Spence Browning
Barbara Browning

Participate

From: Neil Bradshaw
Sent: Tuesday, April 16, 2024 5:16 PM
To: Warren Benjamin
Cc: Julie Johnson; Bronwyn Nickel; Participate; Jade Riley
Subject: Re: Tradeoffs-Revisited

Follow Up Flag: Follow up
Flag Status: Completed

Hi Warren and thank you for your kind and thoughtful email. It is always tough to find the right tradeoff and sometimes it is hard to find the perfect solution. To meet our housing needs we do need to use those other locations for housing too. However, we continue to listen and learn and do we can and hopefully council decisions reflect our community values. I will put your letter in the public record for council consideration. Thanks again for your email and for showing up at numerous meetings. Cheers
Neil

NEIL BRADSHAW | CITY OF KETCHUM
Mayor

P.O. Box 2315 | 191 5th Street,W | Ketchum, ID 83340
o: 208.727.5087 | m: 208.721.2162
nbradshaw@ketchumidaho.org | www.ketchumidaho.org

On Apr 16, 2024, at 2:04 PM, Warren Benjamin <benjmarketing4@gmail.com> wrote:

Neil

Thank you for your patience and understanding over the past several months regarding the important issue of parking in Ketchum.

You've been a fair and impartial participant when it comes to understanding all the issues and all the constituents that are affected by this situation.

I'm writing to ask for your support to find a solution to the Washington Street parking lot that satisfies both the members of our community (businesses, employees, locals and tourists) and the objective of various city government organizations.

I have continually voiced my concern for two compatible groups and the impact your decision will have on them; local businesses in the downtown corridor and the working employees at these locations. Overall, without these local businesses that employ these

local workers, we will be left with a town that does not fulfill one of the comprehensive plan visions of vibrancy and character that is so important to all of us.

With so many important issues at stake, it feels as if housing has taken center stage at the expense of the parking issues facing our town. There's no doubt we need a workforce in close proximity to the local businesses that provides easy access either through walking, biking or public transportation. I am skeptical that we can automatically change consumer behavior by "asking" workers to not drive into the downtown corridor. Parking management is a worthy objective, however we are wired to behave in a different manner.

As I mentioned yesterday, I work at The Sawtooth Club that employs 35 year round workers of which 27 or 78% live South Valley and beyond. With the lack of public transportation to the majority of these (beyond) locations and the hours these employees work (3pm-midnight), it is impossible to ask them to not drive to work or park several blocks from this establishment during the midnight hour and in inclement weather.

I'm not sure that one of the solutions offered up (short term & long term parking) will work either. Consider the chef that is forced to park in long term parking (2 hour limit) and must move their vehicle 2-3 times during their shift! That's not a solution.

Or the guest at The Sawtooth that spends 2 plus hours enjoying their dinner and parks in short term parking to be close to the establishment and must move their vehicle every 30 minutes.

Or the person that goes to The The Magic Lantern for a 3 hour movie and is ticketed because they couldn't find a parking spot to meet their needs?

In these scenarios, it is obvious that each business location will have its own set of priorities and needs that cannot be satisfied with one overall solution.

The only solution is to save the Washington Street lot and leave it as the best alternative (for now) that satisfies the majority of constituents that you serve. Can't City Council, through KURA and P&Z, find another housing location that satisfies the pressing need of housing other than in the downtown corridor?

This has taken more than the allotted 3 minutes to express my thoughts and I'm sorry for the rambling but I feel you are open minded to find other solutions to this issue.

I look forward to your reply and to further discussions.

Best
Warren Benjamin
Ketchum

I will be writing to other key members of Council, P&Z and KURA to express these similar thoughts.

Participate

From: Participate
Sent: Thursday, May 2, 2024 9:02 AM
To: JENNIFER BELLINGER
Cc: Neil Bradshaw; Amanda Breen; Spencer Cordovano; Tripp Hutchinson
Subject: RE: Watch: Clinical Sexologist Reacts to 'Child-Friendly' Drag Shows - 'It's Called Visual Sexual Abuse' - Long Island, NY

It does look like this event was held at the Forest Service Park last year. This year's event appears to be at the Festival Meadow which is Sun Valley property. We do not have any requests for this event to be held at the Forest Service Park this year. However, your concerns will be placed in public records for Ketchum City Council consideration.

Thanks for sharing this information.
Best,
Cyndy

CITY OF KETCHUM COMMUNITY ENGAGEMENT TEAM
P.O. Box 2315 | 191 Fifth St. W. | Ketchum, ID 83340
o: 208.726.3841 | f: 208.726.7812
participate@ketchumidaho.org | ketchumidaho.org

From: JENNIFER BELLINGER <jbellingert@aol.com>
Sent: Wednesday, May 1, 2024 6:50 PM
To: Participate <participate@ketchumidaho.org>
Cc: Neil Bradshaw <NBradshaw@ketchumidaho.org>; Amanda Breen <ABreen@ketchumidaho.org>; Spencer Cordovano <SCordovano@ketchumidaho.org>; Tripp Hutchinson <thutchinson@ketchumidaho.org>
Subject: Re: Watch: Clinical Sexologist Reacts to 'Child-Friendly' Drag Shows - 'It's Called Visual Sexual Abuse' - Long Island, NY

Hi Courtney,

This is last year's event poster listing Forest Service Parks venue from Sun Valley Pride's Instagram page



Here is this a link to VisitSunValley.com of this year's event as posted on VisitSun Valley.com At the bottom it states " Full Schedule coming soon" SunValleyPride.com



Sent from my iPhone

On May 1, 2024, at 2:50 PM, Participate <participate@ketchumidaho.org> wrote:

Hi Jennifer,

Thank you for expressing your concerns. Would you share with us where you heard about these events being held at the Forest Service Park? We do not have record of these events taking place at that location or any other city locations in June.

Best,

CITY OF KETCHUM COMMUNITY ENGAGEMENT TEAM
P.O. Box 2315 | 191 Fifth St. W. | Ketchum, ID 83340
o: 208.726.3841 | f: 208.726.7812
participate@ketchumidaho.org | ketchumidaho.org

From: JENNIFER BELLINGER <jbellingert@aol.com>
Sent: Friday, April 26, 2024 3:52 PM
To: Neil Bradshaw <NBradshaw@ketchumidaho.org>; Spencer Cordovano <SCordovano@ketchumidaho.org>; Tripp Hutchinson <thutchinson@ketchumidaho.org>; Amanda Breen <ABreen@ketchumidaho.org>; Participate <participate@ketchumidaho.org>
Subject: Watch: Clinical Sexologist Reacts to 'Child-Friendly' Drag Shows - 'It's Called Visual Sexual Abuse' - Long Island, NY

Dear Mayor Bradshaw and Council members,

I am very concerned about the adult Pride events scheduled in June at the Public Forest Service Park and other local public venues.

Young children should not be exposed to this type of adult behavior. I consider it to be child abuse and the psychologist in the article below explains the danger it poses to young children.

These adult entertainment events need to be held in private where underage children aren't allowed.

Events at parks in our city need to be truly safe for children. Please withdraw the permit for the Pride event and let this group find an alternative suitable location.

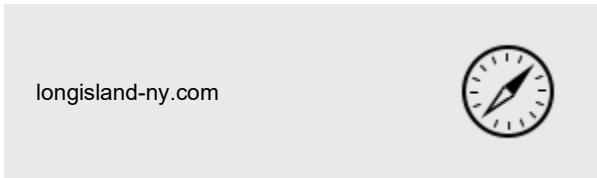
Sincerely,

Jennifer Bellinger
Ketchum



Drag Queen SLAMS Woke Culture For Exposing Children To Drag Shows
youtu.be

And this article on psychology damage to young children



Sent from my iPhone



CITY OF KETCHUM
MEETING MINUTES OF THE CITY COUNCIL
Monday, April 15, 2024

CALL TO ORDER: *(00:0:15 in video)*

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

ROLL CALL:

Mayor Neil Bradshaw
Spencer Cordovano
Courtney Hamilton
Amanda Breen
Tripp Hutchinson

ALSO PRESENT:

Jade Riley—City Administrator
Trent Donat—City Clerk & Business Manager
Morgan Landers—Planning and Building Director
Abby Rivin—Senior Planner
Carissa Connelly—Housing Director
Matt Johnson—City Attorney *(via teleconference)*
Betsy Roberts—Jacobs Engineering
Mark Sindell—GGLO
Julie Dixon—Dixon Unlimited *(via teleconference)*

COMMUNICATIONS FROM MAYOR AND COUNCIL:

- Spencer Cordovano commented on the road closure for Baldy Bash. He stated he received several comments about the lack of parking due to the extent of that closure. *(00:00:45 in video)*
- Courtney Hamilton asked to revisit the guiding principles of the Historic Preservation Commission. *(00:01:31 in video)*
- Neil Bradshaw announced that the pickleball courts are open as of today. *(00:02:14 in video)*

CONSENT AGENDA: *(00:02:52 in video)*

- Items # 6, #10, and #13 will be voted on separately.

Motion to approve consent agenda items #2 - #5, #7-#9, #11, #12, and #14 *(00:03:32 in video)*

MOVER: Courtney Hamilton

SECONDER: Amanda Breen

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

RESULT: ADOPTED UNANIMOUS

Motion to approve consent agenda item #6. *(00:04:31 in video)*

MOVER: Courtney Hamilton

SECONDER: Tripp Hutchinson

AYES: Tripp Hutchinson, Courtney Hamilton, Amanda Breen

RECUSED: Spencer Cordovano

RESULT: ADOPTED

Matt Johnson noted that Spencer Cordovano has some information regarding consent agenda item #10 through the Design Review but does not have to recuse from the FAR Exceedance Agreement.
(00:05:29 in video)

Question, comments, and discussion by council members regarding consent agenda item #10.
(00:05:55 in video)

Motion to approve consent agenda item #10. *(00:21:55 in video)*

MOVER: Courtney Hamilton

SECONDER: Amanda Breen

AYES: Courtney Hamilton, Amanda Breen, Neil Bradshaw

NAYS: Tripp Hutchinson, Spencer Cordovano

RESULT: MOTION PASSES with Neil Bradshaw voting “aye.”

Neil Bradshaw introduced and explained consent agenda item #13 being pulled for further discussion.
(00:22:20 in video)

Question, comments, and discussion by council members regarding consent agenda item #13.
(00:23:39 in video)

Motion to approve West Ketchum traffic calming including the speed cushion on Williams roundabout, the crosswalk infrastructure at the end of Bird Drive and a speed sign reader board along Bird Drive.
(00:27:41 in video)

MOVER: Courtney Hamilton

SECONDER: Amanda Breen

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

NAYS: None

RESULT: ADOPTED UNANIMOUS

Neil Bradshaw informed the council and public the order the rest of the agenda would follow. The order will be #15, #17, #16 and lastly #18. *(00:28:25 in video)*

PUBLIC HEARING:

15. Recommendation to hold a public hearing and approve the 220 Lava Street Lot Line Shift Application and adopt the Findings of Fact, Conclusion of Law, and Decision.

Presented by: Abby Rivin *(00:28:55 in video)*

Public Comment Open: *(00:30:46 in video)*

- Ernest Mathes *(00:31:19 in video)*
- Abby Rivin responded to public comment *(00:31:57 in video)*

Public Comment Closed: *(00:32:59 in video)*

Question, comments, and discussion by council members. *(00:33:06 in video)*

Motion to approve the 220 Lava Street Lot Line Shift Application and adopt the Findings of Fact, Conclusion of Law, and Decision. (00:33:42 in video)

MOVER: Spencer Cordovano

SECONDER: Tripp Hutchinson

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

RESULT: ADOPTED UNANIMOUS

NEW BUSINESS:

17. Recommendation to approve contract with Idaho Materials & Construction for Main Street Rehabilitation Project. (00:34:00 in video)

Presented by: Jade Riley

Questions, comments, and discussion by council members. (00:43:31 in video)

Motion not to authorize the mayor to execute a contract with Idaho Materials and Construction for the Main Street Rehabilitation Project. (01:00:47 in video)

MOVER: Spencer Cordovano

SECONDER: Tripp Hutchinson

AYES: Tripp Hutchinson, Spencer Cordovano

NAYS: Amanda Breen, Courtney Hamilton, Neil Bradshaw

RESULT: MOTION DID NOT PASS with Neil Bradshaw voting “nay.”

Motion to award the Main Street Rehabilitation a not to exceed budget of \$7,890,000.00 which includes a contract with Idaho Materials and Construction of \$7,755,000.00 as well as \$135,000.00 for materials testing which includes a city managed contingency of ten percent (10%). (01:01:28 in video)

MOVER: Amanda Breen

SECONDER: Courtney Hamilton

AYES: Courtney Hamilton, Amanda Breen, Neil Bradshaw

NAYS: Spencer Cordovano, Tripp Hutchinson

RESULT: ADOPTED with Neil Bradshaw voting “aye.”

Neil Bradshaw thanked everyone for their hard work and addressed the split vote reflecting the different opinions representing the community. (01:02:01 in video)

Questions, comments, and discussion by council members. (01:03:29 in video)

Motion to set a special council meeting for a date uncertain to approve the construction contract.

(01:08:53 in video)

MOVER: Spencer Cordovano

SECONDER: None

RESULT: MOTION DID NOT MOVE FORWARD

Motion to delegate signing authority to the mayor when documents are completed and ratify at the next regularly scheduled council meeting. (01:09:07 in video)

MOVER: Amanda Breen

SECONDER: Courtney Hamilton

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

NAYS: Spencer Cordovano

RESULT: ADOPTED

Amanda Breen commented on the corner by the Culinary Institute. (01:09:50 in video)

Ben Whipple responded. (01:10:21 in video)

PUBLIC HEARING:

16. Review draft of the Downtown Parking Plan.

Presented by: Jade Riley (01:10:48 in video)

Public Comment Open: (01:47:30 in video)

- Warren Benjamin, Ketchum Resident (01:48:01 in video)
- Julie Johnson, Nourish Me (01:51:54 in video)
- Robin Hagenau, Ketchum Resident (01:54:33 in video)
- Hurley Hamilton, Thunderpaws Pet Shop (01:55:54 in video)
- Pam Colesworthy, Berkshire Hathaway (01:58:19 in video)
- Gary Ashhurst, Ketchum Resident (02:00:03 in video)
- Mark Ullman, Ketchum Resident (02:01:02 in video)
- Pat Higgins, Ketchum Resident (02:02:45 in video)

Public Comment Closed (02:05:49 in video)

Questions, comments, and discussion by council members. (02:08:01 in video)

- Julie Dixon joined the discussion. (02:41:15 in video)
- Amy Harris, Desperado's Restaurant (02:44:54 in video)

NEW BUSINESS:

18. Review Six-Month Financial Overview of FY2024 and kick off FY25 Budget Development Process

Presented by: Jade Riley (02:47:35 in video)

Joined by: Carissa Connelly (03:05:57 in video)

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

ADJOURNMENT:

Motion to adjourn. (03:26:36 in video)

MOVER: Courtney Hamilton

SECONDER: Amanda Breen

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

RESULT: UNANIMOUS

Neil Bradshaw, Mayor

ATTEST:

Trent Donat, City Clerk



City of Ketchum

CITY COUNCIL MEETING AGENDA MEMO

Meeting Date: 5-6-2024 Staff Member/Dept: Ben Whipple / Public Works

Agenda Item: Warm Springs Preserve Task Order 9

Recommended Motion:

Recommendation to approve Task Order #9 with Superbloom Landscape Architects for Professional Services related to the Warm Springs Preserve Master Plan

Reasons for Recommendation:

- With the completion of 60% design, the project moves to the final design phase including construction documentation, bidding and negotiations
Task Order #9 consist of Suplerbloom's services for these final stages of their planned scope
This Task Order also contains Rio's services, as a subcontractor to Superbloom, for their final design stages of the floodplain and restoration work. All of which is fully reimbursed from the City's agreement with the Wood River Land Trust
After this task order, staff plans take on the management of the project after bid award with construction slated to begin in the spring of 2025 if approved by council.

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

Sustainability Impact:

All aspects of Warm Springs Preserve aim to maximize the sustainability of the preserves amenities while maintaining the community's valuable resource of an outdoor sanctuary.

Financial Impact:

None OR Adequate funds exist in account: Adequate funds exist in the Warm Springs Trust Account to cover the estimated City portion of \$71,327, with the remaining balance of \$154,589 being fully reimbursable from WRLT. Total TO authorization of \$225,916

Attachments:

- Task Order #9
TO 9 Subconsultants Exhibit
WSP Updated Phasing Schedule
PO 24087

SUPERBLOOM

TASK ORDER # 9

January 31, 2024, Revised February 6, 2024

Project

WARM SPRINGS PRESERVE | Ketchum, ID

Client

City of Ketchum, Idaho ("The City"), PO Box 2315, Ketchum, ID 83340

Project Phases

The project is divided into 6 phases of work, the first three of which have been completed under separate task order.

Phase 1 - Concept Design (completed)

Phase 2 - Engagement & Feedback (completed)

Phase 3 - Final Master Plan (30% Design) (completed)

Phase 4 - 60% Design (completed)

Phase 5 - Construction Documentation, Bidding & Negotiation

Phase 6 - Construction Administration (Not Included, future task order)

The following scope of work and fees are for Phases 5 only.

Project Scope & Understanding

Superbloom has been working in conjunction with Rio ASE, the City of Ketchum ("The Client" or "The City"), and the Wood River Land Trust (WRLT) over the past year developing a Master Plan and 30% design for the Warm Springs Preserve in Ketchum, ID. The design includes extensive stream and floodplain restoration, irrigation improvements to the existing fairway, native planting enhancements for improved drought tolerance and amenities for passive recreational use.

The City of Ketchum and The Wood River Land Trust have finalized the 60% Design level and permit documents, and Phase 5 will include construction documents and bidding and negotiation assistance to accommodate a proposed summer 2024 construction date.

Superbloom (SPRB) will continue act as prime consultant and project lead of the design team during Phases 5. The following proposal is intended to clearly describe the scope elements provided by SPRB and those that will be provided by sub-consultants. As prime consultant, SPRB will coordinate all sub-consultants and collect and submit design packages and billing directly to the City of Ketchum.

The current proposal provides design services for the design development of the scope documented in the Final Master Plan by City Council on April 3, 2023. Following review of the 60% Design Documents and cost estimate, some value engineering (VE) and/or phasing options may be exercised to keep the project within the working construction budget. Design work will not begin until authorized by the City. Construction documentation is not included, but is intended to be provided in a future scope of work (Phase 5 - Construction Documentation).

In order to provide the full scope of services needed to complete the design documents, Superbloom will engage the services of the below subconsultant companies. Subconsultant proposals are included as attachments at the end of this proposal as reference.

1. **Architectural Design by Michael Doty of Ketchum, ID (Exhibit A)**
2. **Civil Engineering by Benchmark of Ketchum, ID (Exhibit B)**
3. **Structural Engineering by Morell Engineering of Ketchum, ID (Exhibit C)**
4. **Irrigation Design by Baer Design Group of Boise, ID (Exhibit D)**
5. **Mechanical, Electrical and Plumbing by Engineering Systems Solution (Exhibit E)**
6. **Re-vegetation Consulting by Intermountain Aquatics (Exhibit F)**

Subconsultant services provided under separate task order include the following:

5. **Stream and Floodplain Design by Rio ASE of Boise, ID** (see Task Order #10, dated 1/15/24, for 100% Permit Documentation; Construction Documents)

The sub-consultant team will assist with design services and documentation and with facilitating submittals to regulatory agencies. Their scopes specific to this proposal are outlined below.

PHASE 5 100% DESIGN CONSTRUCTION DOCUMENTS

8-10 weeks

The Construction Document package will include all necessary drawings to fully describe the landscape design, grading, planting, materials and construction methodologies for the purposes of a contractor providing initial pricing (to be executed by Owner), finalize building permits and technical documents for construction.

SUPERBLOOM SCOPE

Tasks

- 90% Construction Documents for Bidding: Develop required technical documentation for design development, including Paving Plans, Layout Plans, Grading Plans, Planting Plans, Sections, Elevations, Construction Details and specifications to the 90% level for the contractor RFP and bidding process.
- The 90% CDs will be used for bidding and building permits.
- Coordinate drawings with full sub-consultant team
- Meet with team to review all submittals
- Provide information and coordinate with the Client, the Wood River Land Trust and other stakeholders as needed
- 1 cost estimate update
- Review contractor RFP and assist with selection of contractors, if requested
- Bidding: respond to questions and participate in up to 2 contractor interviews, if requested
- Support (1) round of value-engineering design change, if needed after contractor is selected
- 100% IFC Documents

Travel

If needed for collaboration and coordination, up to (1) Trip may be provided upon request. Expenses to be billed per section "Reimbursable Expenses" below.

Meetings

- (5) Biweekly client meetings
- (5) Biweekly team coordination meetings

Deliverables

- 90% Design Documents (to be submitted by Client or WRLT)*
 - (1) set to CITY OF KETCHUM (Building Permit Application)
 - (1) set Area A - Building/Parking to CITY OF KETCHUM (Bid Set for Contractor RFP)
 - (1) set Area B - Floodplain to CITY OF KETCHUM (Bid Set for Contractor RFP)
- 100% Issued for Construction Documents (to be submitted by Client or WRLT)*
 - (1) set Area A to CITY OF KETCHUM (100% IFC)
 - (1) set Area B to CITY OF KETCHUM (100% IFC)

**For the purposes of this scope, it is assumed these deliverables will be part of the same drawing/report package, but certain elements/drawings may be excluded from the USACE submittal as needed.*

SUB-CONSULTANT SCOPE

1. Architect / Michael Doty

The Architect will be responsible for the design and consultant coordination of the restroom/storage facility per the master plan. Project understand of the first-floor level includes two (2) accessible unisex restrooms, a +/- 1000 SF storage room, and a covered outdoor gathering area.

Tasks

- 90% and 100% Construction documents.
- Provide cost value engineering through the phase

Meetings

(5) Biweekly team coordination meetings
(1) Site Visit
Client meetings as needed (up to 4)

Deliverables

90% Bid/Permit Documents
100% Construction Documents

2. Civil Engineer / Galena - Benchmark

The Civil Engineer will prepare 100% civil engineering design plans. This includes design for roadway and parking improvements, building site grading, stormwater management, water & sewer utility plans, coordination with Idaho Power for electrical service to the restroom building, coordination of culverts under new roadway, and preparation of civil sheets for City Design Review.

Tasks

- Design for roadway and parking improvements, building site grading, stormwater management, water & sewer utility plans
- Coordinate with Idaho Power for electrical service to the restroom building
- Coordinate culverts under new roadway
- Prepare civil sheets for City Design Review.

Meetings

(5) Biweekly team coordination meetings
(1) Site Visit
Client meetings as needed (up to 4)

Deliverables

90% Bid/Permit Documents & 100% Construction Documents

3. Structural Engineer / Morell

The Structural Engineer will provide calculations and design for the WSP Comfort Station, an approximately 1680 gross square foot storage structure and comfort station. Construction is to be conventional wood frame construction, with some structural steel and a conventional cast in place concrete foundation.

Engineering Services does not include, soils information, fire protection or suppression, or roof venting. Structural drafting services include drafting of required structural plans and details. Services do not include structural and non-structural items not directly indicated for Morell Engineering to perform.

Tasks

- Size structural members for gravity loads and wind and seismic loading and detailing of structural system for WSP Comfort Station
- Structural drafting services include drafting of required structural plans and details.

Meetings

Coordination meetings with Architect, as needed

Deliverables

90% Bid/Permit Documents & 100% Construction Documents

4. Irrigation Designer / Baer Design Group

The Irrigation Designer's work during this phase is to create permit, bid ready and final construction documents.

Tasks

- Coordinate & Conduct Site Walk.
- Collaborate various irrigation methods and materials to be implemented in the design with stakeholders.
- Provide an irrigation master plan for all temporary and permanent irrigation demands on the proposed Preserve
- Develop head layout with mainline and lateral routing and coverage plan showing full and effective coverage areas.
- Calculate water use report summarizing monthly/annual average water demands and required pump/delivery performance based on multiple water windows
- Develop construction cost estimate will be provided and presented to the Client for discussion and comment prior to initiating construction documents.

Meetings

(1) Site Study & Stakeholder Meeting

Deliverables

90% Bid/Permit Documents

100% Construction Documents

5. Mechanical Engineer / Engineering System Solutions

The Mechanical, Electrical and Plumbing engineers work during this phase is 100% design documents for the 1,000 sf building including: 1) Mechanical systems 2) Electrical Systems, 3) Plumbing Systems, 4) Energy Code Compliance

Tasks

- Attend two design meetings
- 90% and 100% Design Documents for:
 - Mechanical: Heating: Electric heaters, Exhaust: Code required exhaust of toilet rooms, etc.
 - Electrical: Main electrical service and distribution to building. Lighting: Building lighting. Power: General power distribution and electrical device layout for receptacles. Coordination between solar photovoltaic (PV) systems and electrical systems (as required). All solar photovoltaic (PV) systems to be designed by others. Site lighting.
 - Plumbing: Plumbing fixture specification, domestic cold water, domestic hot water, sanitary sewer, vent. Plumbing systems will extend to five feet outside of building. Site information such as sewer, storm drain, grease interceptor, and domestic cold-water locations and inverts will be provided by others.
 - Coordination between solar thermal systems and domestic hot water systems (as required). All solar thermal systems to be designed by others.
- Energy Code Compliance: HVAC, electrical, and plumbing COMCheck energy code compliance documentation. Envelope portion of COMCheck not included in scope of work.

Deliverables

90% Bid/Permit Documents

100% Construction Documents

6. Revegetation Consultant / Intermountain Aquatics

The Mechanical , Electrical and Plumbing engineers work during this phase is 100% design documents for the 1,000 sf building including: 1) Mechanical systems 2)Electrical Systems, 3) Plumbing Systems, 4) Energy Code Compliance

Tasks

- 90% and 100% Design Documents for seed mix and plant specifications, soil handling, site preparation and weed management
- Equipment specifications for revegetation
- irrigation recommendations
- Cost estimate for target area
- Implementation and maintenance schedule

Deliverables

90% Bid/Permit Documents
100% Construction Documents

ASSUMPTIONS/ EXCLUSIONS

1. Survey and Geotechnical consulting services are not included. It is assumed the Client will contract separately for these services as needed.
2. Stream restoration design & engineering services are provided under separate agreement (See Task Order #6).
3. Structural Engineering Services do not include, soils information, fire protection or suppression, or roof venting. Structural drafting services include drafting of required structural plans and details. Services do not include structural and non-structural items not directly indicated for Morell Engineering to perform.
4. All submittals will be in digital format. All submittal hard copies including Mylars can be provided with written consent as described in reimbursables.
5. All landscape drawings to be completed in AutoCAD format; specifications will be completed in Microsoft Word.

ADDITIONAL TASK ORDERS/ SERVICES

The following services can be provided upon written request at the standard hourly rates or an agreed upon fixed fee in addition to the base design fee:

1. Construction Phase Services (see reference description herein, Phases 6) are not included in this proposal, but can be provided as a separate task order upon request.
2. Maintenance Guide: If desired, Superbloom can work with North Fork Natives to prepare an ongoing maintenance guide for the Preserve.

Task Order #9 Design Fees

Hourly Fees,
Not-to-Exceed

**PHASE 5
Construction Documents and Bidding
(100% Design)**

SRPB Design Fees	\$ 70,000
Sub-Consultant Fees	\$ 69,054
Expenses:	
SPRBLM Travel for 2 staff for Verification Site Visit (March)	\$ 2,400
SPRBLM Travel for 1 staff for Pre-bid Meeting/Site Walk (April)	\$ 1,200

Total Fee (Task Order #9)	\$142,654	including expenses**
----------------------------------	------------------	-------------------------

This exhibit is attached to and made a part of the Client's master agreement dated June 15, 2022 between the Client and Superbloom for the purposes of providing professional landscape services. Additional services or hours beyond above noted hours will be billed at the following rates only with prior approval from Client:

Standard Billing Rates, 2024

Team billing rates below, provided for reference only. Rates subject to change annually. Superbloom will notify Client of updates 30 days prior to change.

Superbloom

Principal/Landscape Architect	\$225.00/hr
Director	
Senior Associate	\$175.00/hr
Associate	\$150.00/hr
Senior Project Leader	\$135.00/hr
Project Leader	\$125.00/hr
Designer	\$110.00/hr
Intern	\$85.00/hr

Reimbursable Expenses

Reimbursable expenses included in above fees include standard office printing.

Any requested site visits and travel will be billed at cost or based on the standard IRS rates in the year of travel.

The following costs, if approved in writing by the Client, shall be reimbursed at cost + 10% and are not included in the Fee for Professional Services:

- A. Cost of copies of drawings, specification manuals, reports and visual images; large format printing; xerography and photographic reproduction of drawings and other documents furnished or prepared for submittal to approving agencies for review.
- B. Printing and Mounting.
- C. Submittal and Application Fees
- D. Shipping Fees

IN WITNESS WHEREOF, the Parties have executed this Agreement.

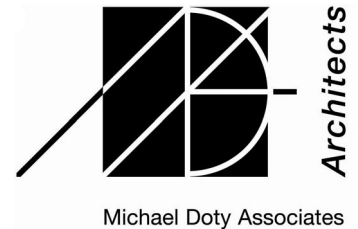
By:  01/31/24
Stacy Passmore or Diane Lipovsky, Principal

By: _____
(signature) (date)

Studio Superbloom, LLC

Printed Name/Title: _____

By signing, Client acknowledges that they have read and understand this proposal, any additional scope of work and material selections and all documents referenced therein, along with the terms and conditions attached hereto. Client agrees that upon signature this Proposal becomes the sole contract between Client and Superbloom. By signing, Client confirms that it is the owner or duly authorized representative of the owner, of the property where work is to be performed and has full, binding, legal authority to enter into this Agreement.



29 August 2023

■ Stacy Passmore & Diane Lipovsky

Superbloom Landscape Architecture & Planning
23 Lincoln Street
Suite 200
Denver, Colorado 80203

Sent via email

Re: Warm Springs Preserve Welcome Building Architecture, Ketchum, Idaho

Dear Stacy and Diane:

We greatly appreciate the opportunity to provide you with this proposal and look forward to the prospect of working together.

We have prepared this Proposal for an Agreement with Superbloom based upon MDA's understanding of the project at this time. Upon entering into an Agreement, our scope of work for Basic Services will be providing Design Development, Construction Documentation, and Construction Phase services based upon approved schematic design drawings provided by Superbloom for a single-story welcome / storage building containing approximately one hundred seventy six square feet of restroom area and approximately one-thousand square feet of storage area to be located on the City of Ketchum's Warm Springs Preserve property, Warm Springs Ranch Resort PUD, Block 6, Ketchum, Idaho.

As outlined in our discussions of project program and the review of approved schematic design drawings including 3D massing renderings, a site plan, a floor plan, and exterior elevations as provided by Superbloom, MDA understands that the extend of the first-floor level is to include: two (2) accessible unisex restrooms, a large storage room, and a covered outdoor gathering area.

■

Post Office Box 2792
371 Washington
Avenue North
Ketchum, ID 83340
Tel. 208.726.4228
www.mda-arc.com

We will assist your team to seek approvals from local governing jurisdictions, such as the City of Ketchum Planning and Zoning, Building, and Fire Departments. We will help you find consultants, coordinate their work, and provide them with base sheets in a digital format from which to work. In conjunction with the design team, we will provide ongoing cost value engineering through the Design Development Phase.

The cost of third-party consultants, including without limitation, Geotechnical, Civil, Structural, Mechanical, and Electrical Engineering, Lighting Design, Building Envelope, Interior Design, Green Building Certification, Acoustic, Fire Suppression, Security, Audio / Visual, Network, Legal and/or other specialized consultant services, as may be required, have not been included in this proposal. If requested, photo-realistic 3D presentation graphics, LEED certification submittal coordination, and extensive field observation will be provided as an additional service. Should the need for these services arise, their scope and cost will be undertaken only after your request and approval.

We estimate our not-to-exceed Basic Services fee will break down as follows:

■Basic Services	Fee
Project Administration	\$2,160.00
Project / Site Planning	\$0.00
Schematic Design Phase	\$864.00
Design Review Phase	\$5,184.00
Design Development Phase	\$6,912.00
Construction Document Phase	\$19,440.00 (future approval)
Construction Phase (future approval)	\$8,840.00 (future approval)
<hr/> Proposed Basic Service Not to Exceed Fee	<hr/> \$34,560.00

Billings for Basic Services, described above, and Reimbursable Expenses, described below, will be provided monthly. Payments in full are due upon your receipt of our invoice. Amounts unpaid

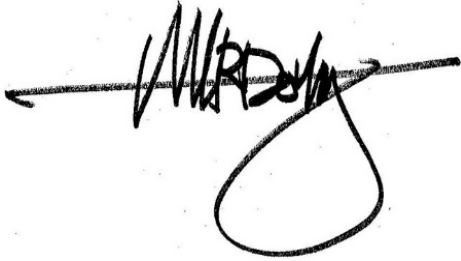
Stacy Passmore & Diane Lipovsky

Superbloom
29 August 2023
Page - 3 -

thirty (30) days from the invoice date are considered past due and are subject to an interest charge of one percent (1%) per month and will be subject to immediate work stoppage at our sole election. Reimbursable expenses for which you will be billed, and which are not included in Basic Services, shall include but not be limited to: check plots, plots and/or digital prints, scanning record drawings, presentation materials, photocopies and other reproductions, postage, overnight express shipping, travel, and other miscellaneous charges as may arise and are agreed to.

We again look forward to becoming an integral member of your project team and wish to express our commitment to you and the project.

Sincerely,

A handwritten signature in black ink, appearing to read 'M. Doty', written over a horizontal line. The signature is stylized and includes a large loop at the bottom.

Michael Doty, AIA, LEED AP
principal

6 February 2024

■ **Stacy Passmore, Principal / Co-Founder**
Studio Superbloom, LLC
750 N Pennsylvania Street
Denver, Colorado 80203

Re: Warm Springs Preserve Comfort Building, - Proposal for Additional Services No. 1

Dear Stacy:

We greatly appreciate the opportunity to provide you with this proposal for Additional Services. We have prepared this proposal for your agreement for Additional Services based upon our understanding of your request for us to provide services beyond that contemplated in our Consultant Agreement dated 03 November 2023 (the Agreement). You have requested an addition to our scope of work for Basic Services under our Agreement. Under that Agreement any request for Additional Services must be in writing, signed by you and us. As a result, if you sign this letter, it will serve as your request and amend our agreement to provide Additional Services beyond the Basic Services set out in the Agreement, and as set out in this letter. The following services will be provided as Additional Services.

The proposed Additional Services breakdown is as follows:

- Modifications to the building footprint, siting, and design in response to City of Ketchum comments regarding the location of an existing and previously unknown to MDA property line in conflict with the initial siting of the building. The scope of work will include, but may not be limited to site plan, floor plan, and exterior elevation modifications, coordination of building siting and grading, with Superbloom, and associated updates to the design review submittal drawing set.

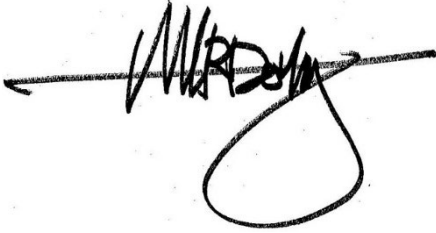
Pursuant to Article 2, Section 2.4 of the Agreement, the above-listed services will be provided as Additional Services and billed as a fixed compensation amount of four thousand seven hundred ninety-three dollars and seventy-five cents (\$4,793.75) under Exhibit B of the Phase 4 60% Design scope of work. Except for the Additional Services set out above and Basic Services under the Agreement, we will not be providing any other Additional Services under Article 2 of the Agreement without another agreement for Additional Services. Please feel free to request other Additional Services as recommended or needs arise.

Stacy Passmore, Principal / Co-Founder
Studio Superbloom, LLC
6 February 2024
Page - 2 -

All other terms and conditions are set forth in the Agreement, which we will continue to observe in all respects, in addition to the agreement for Additional Services outlined in this letter. We appreciate your request for and the opportunity to provide you with these Additional Services.

We look forward to continuing work with you under the Agreement. I wish to express our continued commitment to you and the project.

Sincerely,

A handwritten signature in black ink, appearing to read 'M. Doty', written over a horizontal line.

Michael R. Doty, AIA, LEED AP
principal

READ, ACKNOWLEDGED, APPROVED AND AGREED this _____ day of _____, 2024.

Stacy Passmore, Principal / Co-Founder

EXHIBIT B- CIVIL ENGINEERING PROPOSAL

GALENA-BENCHMARK ENGINEERING PROFESSIONAL SERVICES AGREEMENT

Project Number: 23059

Project Manager: PLJ

PARTIES

This Agreement is made this **April 21, 2023**, between:

Stacy Passmore
Superbloom
stacy@superbloom.net
Phone: 214-288-1517

Galena-Benchmark Engineering
PO Box 733
Ketchum, Idaho 83340
Phone: 726-9512
FAX: 726-9514

Hereinafter called "Client"

Hereinafter called "Consultant"

SUBJECT PROPERTY(S)

Client engages Consultant to provide professional services in connection with Warm Springs Ranch Resort Blocks 2 and 6 commonly known as Warm Springs Preserve , Ketchum, Idaho.

SCOPE OF SERVICES

Consultant agrees to perform services as follows:

TASK 1: 60% CIVIL ENGINEERING PRELIMINARY DESIGN

Benchmark will prepare 60% civil engineering design plans. This includes design for roadway and parking improvements, building site grading, stormwater management, water & sewer utility plans, coordination with Idaho Power for electrical service to the restroom building, coordination of culverts under new roadway, and preparation of civil sheets for City Design Review.

DELIVERABLES

- 60% Civil Sheets for City Design Review submittal package.

Estimate: \$7,500 - \$12,000

TASK 2 CIVIL ENGINEERING FINAL DESIGN/CONSTRUCTION PLANS

Consultant will prepare construction plans including the following:

- Final grading and drainage plans & details for the access drive, parking lot and building site.
- Civil Utility Plans and Details for sewer service and water service connections to the building including boring under Warm Springs Creek.
- Drywell Calculations
- Pavement markings and signage.

DELIVERABLES

Civil Construction Plans including the following plans stamped by an Idaho Professional Engineer:

- Building site Grading and Drainage Plan
- Parking Lot Grading and Drainage Plan
- Roadway Plan, Profile, & Section; Drainage Plan
- Utility Plan
- Utility Details
- Road and Drainage Details

Estimate: \$5,000 - \$7,000

MEETING ATTENDANCE/OUT OF SCOPE WORK

Predicting the number of meetings and time commitments required to move this type of application through the approval process varies from project to project. Therefore, in the best interest of our clients, we have not included any meetings beyond those identified in the scope of work. If additional meetings or out of scope work is necessary, it will be billed on a time and materials basis. Meetings will be attended by representatives of Galena-Benchmark engineering upon prior written or electronic approval given by you or a designated representative.

FEE

Client agrees to compensate Consultant for all services on a *time and materials basis*. Based on the scope of services above our estimated fee is **\$12,500 - \$19,000** . Deviations from, changes to or items added to the scope above will impact our estimated fee. Estimate **does not** include application fees or other reimbursable expenses.

Client and Consultant acknowledge that each has read and agrees to the General Conditions printed on pages 3 and 4 of this document which are incorporated herein and made a part of this Agreement and apply to all services performed by Consultant regardless of whether such services are included in the Scope of Services above.

Client: _____

Consultant: GALENA-BENCHMARK ENGINEERING

By: _____

By: David Pattee _____

Title: _____

Title: Principal _____

Date: _____

Date: 04/21/23 _____

NOTICE OF ENTRY

When the Scope of Services above include field survey work and our survey crews will be required to enter or encroach upon adjoining properties, Consultant is required by Idaho Code 54-1230 to notify the land owner or occupant. Said notice *"shall give the professional land surveyor's name, address, telephone number, purpose, availability of the survey, and the presence of any temporary or permanent monuments or other markers to be established by the surveyor and left on the land."* Client acknowledges and permits Consultant to proceed with noticing when required by law.

GENERAL CONDITIONS

1. Consultant shall invoice Client each month for the services performed under the Agreement. Client shall pay such invoices upon receipt. Invoices not paid within thirty (30) days of the invoice date shall be subject to a late payment charge of 1.5 percent per month. The invoice amounts shall be presumed to be correct unless Client notifies Consultant otherwise in writing within fourteen (14) days of receipt of the invoice.
2. If Client fails to pay an invoice when due, Consultant may suspend all services until such invoice is paid in full. If payment in full is not made within sixty (60) days of the invoice date, Consultant may treat such nonpayment as a material breach of this Agreement by Client and may terminate this Agreement or pursue other available remedies.
3. Consultant shall perform its services in a manner consistent with the standard of care and skill ordinarily exercised by members of the profession practicing under similar conditions in the geographic vicinity and at the time the services are performed. No warranty, representation or guarantee, expressed or implied, is made or intended by the Agreement.
4. Consultant shall sign certifications only if Consultant approves the form of such certification prior to the commencement of services, and provided such certification is limited to a statement of professional opinion and does not constitute a warranty or guarantee, express or implied.
5. Services provided under this Agreement, including all reports, information or recommendations prepared or issued by Consultant, are for the exclusive use of Client for the Project specified. No other use is authorized. Client will not distribute or convey Consultant's reports or recommendations to any person or organization other than those identified in the Project description without Consultant's written authorization. Client releases Consultant from liability and agrees to defend, indemnify, protect and hold harmless Consultant from any and all claims, liabilities, damages or expenses arising, in whole or in part, from such unauthorized distribution.
6. Consultant's reports, maps, field data, drawings, test results and other similar documents are instruments of professional service, not products. Consultant reserves the right to copyright such documents; however, such copyright is not intended to limit the Client's use of the services provided under this Agreement other than as described in paragraph 5.
7. Client will make available to Consultant all information known to Client regarding existing conditions, including the existence of hazardous or dangerous materials, and proposed uses of the Project site. Client will transmit immediately to Consultant any new information that becomes available or any change in plans. Client releases Consultant from liability for any incorrect advice, judgment or decision based on any inaccurate information furnished by Client. Client agrees to defend, indemnify, protect and hold harmless consultant from any and all claims, liabilities, damages or expenses arising, in whole or in part, from such inaccurate information.
8. Client shall secure the permission necessary to allow Consultant's personnel and equipment access to the Project site at no cost to Consultant.
9. Consultant is not responsible for the completion or quality of work that is dependent upon or performed by the Client or third parties not under direct control of Consultant, nor is Consultant responsible for any third party or Client acts or omissions or for any damages resulting therefrom.
10. Neither Client nor any other person may change or modify Consultant's work product without Consultant's written authorization. Client releases Consultant from liability and agrees to defend, indemnify, protect and hold harmless Consultant from any and all claims, liabilities, damages or expenses arising, in whole or in part, from such unauthorized changes or modifications.
11. Client waives any claim against Consultant and agrees to defend, indemnify, protect and hold harmless Consultant from any and all claims, liabilities, damages or expenses, including but not limited to delay of the Project, reduction of property value, fear of or actual exposure to or release of toxic or hazardous substances, and any consequential damages of whatever nature, which may arise directly or indirectly as a result of the services provided by Consultant under this Agreement, unless such injury or loss is caused by the negligence or willful misconduct of Consultant.
12. Client agrees to limit Consultant's liability due to professional negligence and to any liability arising out

of or relating to the Agreement to fifty thousand dollars (\$50,000). This limit applies to all services on this Project, whether provided under this or subsequent agreements, unless modified in writing, agreed to and signed by authorized representatives of the parties.

13. Consultant is protected by Workers' Compensation Insurance, Employers' Liability Insurance, General Liability Insurance and Automobile Liability insurance for bodily injury and property damage and will furnish evidence thereof upon request. Consultant assumes the risk of damage to its own supplies and equipment.
14. Client shall be responsible for job site safety.
15. Client solely shall be responsible for notifying all appropriate municipal, regional, state or federal agencies and other parties of the existence of any hazardous or dangerous materials known by client to exist on or in the Project site, or discovered during the performance of this Agreement, as may be required by such agencies or parties.
16. Business Hours are 8am to 5pm Monday through Friday. Regular survey hours are 7am to 5pm Monday through Friday. All work requested (performed) after these hours may be billed at time and a half (1.5x) hourly rate. Saturdays may be billed at time and a half (1.5x) hourly rate, Sundays may be billed at double the hourly rate (2x).
17. In the event Consultant's work is interrupted due to delay, other than delays caused by Consultant, Consultant shall be compensated equitably (based on Consultant's current Schedule of Charges) for the additional labor or other charges associated with maintaining its work force for Client's benefit during the delay, or at the option of the Client, for charges incurred by Consultant for demobilization and subsequent remobilization.
18. If, during the course of performance of this Agreement, conditions or circumstances are discovered which were not contemplated by Consultant at the commencement of this Agreement, Consultant shall notify Client in writing of the newly discovered conditions or circumstances, and Client and Consultant shall renegotiate, in good faith, the terms and conditions of this Agreement. If amended terms and conditions cannot be agreed upon within thirty (30) days after notice, Consultant may terminate this Agreement and be compensated under paragraph 21 in this Agreement.
19. This Agreement may be terminated by either party upon ten (10) days written notice. In the event of a termination, Client shall pay for all reasonable charges for work performed by Consultant. The limitation of liability and indemnity obligations of this Agreement shall be binding notwithstanding any termination of this Agreement.
20. Neither Client nor Consultant shall assign its interest in this Agreement without the written consent of the other.
21. This Agreement, including attachment incorporated herein by reference, represents the entire agreement and understanding between the parties. The terms of this Agreement shall be in writing and signed by authorized representatives of the parties. One or more waivers of any term, condition or covenant by either party shall not be construed as a waiver of any other term, condition or covenant.
22. This Agreement shall be governed by and construed in accordance with the laws of the State of Idaho.
23. In the event an arbitration, suit or action is brought by any party under this Agreement to enforce any of its terms, or in any appeal therefrom, it is agreed that the prevailing party shall be entitled to reasonable attorney's fees to be fixed by the arbitrator, trial court, and/or appellate court.
24. This Agreement or any section thereof shall not be construed against any party due to the fact that said Agreement, or any section thereof was drafted by said party.
25. This Agreement shall be binding upon the heirs, executors, administrators, successors and assigns of the parties hereto.
26. Due to the changing nature of property, Consultant and the Client agree that after two years the drawings and maps shall be void and no further copies or digital files will be transmitted.
27. In the event the professional services provided by Benchmark result in litigation involving the subject property, the Client agrees that this contact will be reinstated and become effective in the event Benchmark personnel are compelled to provide testimony in court, in depositions related to said litigation. Client further agrees to pay the Consultant the current hourly rate for the personnel compelled to provide testimony or professional expertise.

_____ Initial By Client

DP Initial By Consultant

May 19, 2023

Stacy Passmore
stacy@superbloom.net
Superbloom
23 Lincoln Street, Suite 200
Denver, Colorado 80203

WSP Comfort Station - Agreement / Proposal for Structural Engineering Services

1. Parties to this Agreement

- Superbloom – Landscape Architecture hereinafter referred to as Client
- Morell Engineering, P.C.

2. Project Information

WSP Comfort Station, Warm Springs Preserve, Ketchum, Idaho. An approximately 1680 gross square foot storage structure and comfort station, construction is to be conventional wood frame construction, with some structural steel and a conventional cast in place concrete foundation.

3. Scope of Services

Engineering Services include: sizing of structural members for gravity loads and wind and seismic loading and detailing of structural system. Engineering Services does not include, soils information, fire protection or suppression, or roof venting. Structural drafting services include drafting of required structural plans and details. Plans are to be drawn using electronic files provided by the architect. Services do not include structural and non-structural items not directly indicated for Morell Engineering to perform.

4. Structural Engineering and Structural Drafting Fees

Approximate Fees to Permit Submittal \$5,200.00 to \$7,500.00
 Approximate fees during construction as needed on an hourly basis ... \$600.00 to \$2,400.00
 Hourly Rates: Principal Engineer \$150.00 per hour CAD Draftsman \$100.00 per hour.
 All revisions, site visits and field/construction time to be performed as additional services on an hourly basis as needed at current billing rates.

5. Billing

Billing will be submitted monthly on an hourly basis with payment due 14 days from invoice date.

6. Limit of Liability

In recognition of the relative risks and benefits of the project to the Client and Morell Engineering, P.C., the risks have been allocated such that the Client agrees, to the fullest extent permitted by law, to limit the liability of Morell Engineering, P.C. to the Client and to all construction contractors and subcontractors on the project for any and all claims, losses, costs, damages of any nature whatsoever or claims expenses from any cause or causes, so that the total aggregate liability of Morell Engineering, P.C. and his or her subconsultants to all those named shall not exceed the amount of \$50,000.00. The client agrees to indemnify and hold harmless Morell Engineering, P.C. from any and all claims originating from soil conditions, fire damage, forces above Building Department requirements, water damage or ice damage.

7. Changes and Scheduling

Scheduling and an approximate completion date are to be agreed upon prior to starting engineering. This proposal and schedules assumes that once work commences no changes occur in the buildings structural systems. Changes can void the agreed to schedule. Structural changes, which incur additional engineering, will be billed at our current billing rates. In the event of major structural changes the job will be re-proposed based on the changes. This proposal assumes that responses from Architect for requested information will be prompt, delays may affect schedule.

8. Acceptance

This agreement is entered into on the latest date appearing below between Client and Morell Engineering, P.C. . Morell Engineering, P.C. reserves the right to rescind this proposal until start of engineering upon review of office workload and scheduling. Please sign and return when accepted.



Matt P. Morell P.E., Morell Engineering, P.C. 5/19/23
Date

Client Representative Date Print Name



Diane Lipovsky, PLA
Superbloom
23 Lincoln St. | Ste. 200
Denver, CO 80203

RE: Proposal for Irrigation Design & Consulting Services at Warm Springs Preserve | Ketchum, ID

Ms. Lipovsky,

We are excited at the opportunity to provide you (**Client**) a proposal on this project. **Baer Design Group (BDG)** is proposing to provide professional irrigation design and consulting services for your proposed Warm Springs Preserve (WSP) restoration project in Ketchum, Idaho. The general scope of work includes coordinating and collaborating with all vested parties for a new irrigation pump station, temporary irrigation in wetland/native landscapes and permanent irrigation in manicured areas of the Preserve, estimated at approximately 30 total acres of irrigable land. The fees for each item are per the defined scope of work identified on the following pages of this proposal. Work listed herein includes planning/coordination, master planning, bid/construction documentation and, bid assistance.

Why partner with BDG:

- Location** - We are located in Boise, Idaho. Your project is easily accessible to our firm, allowing for rapid response time.
- Experience** - We have been professionally designing large irrigation systems in the northwest for over 20 years. We understand the soils, climactic factors and process that impact design and installation, operation, and maintenance of large technical irrigation systems.
- Team Player** - BDG is flexible to satisfy the demands of all parties involved in the project. We provide technical, functional, creative solutions and services that are feasible for vested parties.
- Large Complex Designs** – We have designed multiple irrigation systems with compatibility across entire municipalities with the goal of single point management and standardization of materials for ease of long term maintenance.
- Recommendations** - Our firm comes highly recommended by multiple clients.
- Award Winning Designs** – BDG has been awarded the highest level of achievement – Excellence in Irrigation Honor Award by the Irrigation Association. We provide you the tools to easily operate an efficient and highly capable irrigation system.

We greatly appreciate your interest in our services. We do not take this opportunity to work with you lightly and are fully committed to you, your project, the schedules and demands required for successful completion of your irrigation renovation project. The attached proposal is based on our web conference discussing project requirements, goals and schedules. Please let me know if we can modify our scope or approach to your project differently to better service you and this project. Please contact me should you have any questions.

Respectfully,

Greg Baer, PIC, PLA, CGIA
Principal Irrigation Consultant





	No.	Task Item	Fees	Term
Phase 1	1	Site Study & Stakeholder Meeting <i>(One Site Visit)</i>	\$ 1,900	Fixed Fee
	2	Irrigation Master Plan and Construction Cost Estimate	\$ 4,900	Fixed Fee
Phase 2	3	Construction Documents and Specifications	\$ 6,900	Fixed Fee
	4	Bidding Assistance <i>(One Site Visit)</i>	\$ 1,500	Fixed Fee
	9	Estimated Reimbursable Expenses (Cost +10%)	\$ 500/Trip	Budget

1. Site Study & Stakeholder Meeting

BDG will walk the site with the design team and stakeholder to better understand and visualize project demands and to conceptualize the design approach with stakeholders. Following the site study, BDG will collaborate various irrigation methods and materials to be implemented in the design with stakeholders.

2. Irrigation Master Plan and Construction Cost Estimate

BDG will provide an irrigation master plan for all temporary and permanent irrigation demands on the proposed Preserve.

Plans prepared in this phase will include a preliminary head layout with mainline and lateral routing and coverage plan showing full and effective coverage areas. **BDG** will provide a calculated water use report summarizing monthly/annual average water demands and required pump/delivery performance based on multiple water windows. A preliminary construction cost estimate will be provided and presented to the **Client** for discussion and comment prior to initiating construction documents.

3. Construction Documentation and Specifications

BDG will provide construction documents and specifications for the proposed irrigation systems and pumping station. Construction documentation shall include a plan set with a mechanical plan, electrical plan, station detail plan, notes, details, and specifications. Technical specifications with bidding requirements, material specifications and installation requirements will accompany the plan set. These documents shall be used to obtain competitive material and construction bids for the project.

4. Bidding Assistance

Once the final bid and construction package is finalized **BDG** will assist **Client** in bidding the project. Bidding services shall include answering all questions related to the irrigation drawings and products specified on the project, reviewing all bids and providing recommendation on awarding the project.

Additional Services

When specifically requested, work not described above shall be performed as additional services. This work may include, but is not limited to:

- A. Design revisions requested by **Client** following **Client** approval of Construction Documents. If design revisions are requested, **BDG** will perform the additional services after receiving written authorization.
- B. Providing any other services not specifically included in this proposal.



Reimbursable Expenses

Incidental reimbursable expenses are included in the project fees. The following costs shall be reimbursed at cost + 10% and are not included in the Fee for Professional Services:

- A. Cost of copies of drawings, specification manuals, reports and visual images; xerography and photographic reproduction of drawings and other documents furnished or prepared for submittal to approving agencies for review.
- B. Printing and Mounting.
- C. Submittal and Application Fees
- D. Travel Expenses such as airfare, rental car, mileage, room and board, meals directly associated to this project. Excludes localized travel expenses.
- E. Shipping Fees.

Ms. Lipovsky,

We are excited to be considered for this project and are looking forward to a productive working relationship with you and your team. We are confident in our abilities to provide you with the high quality, functional, and aesthetically pleasing design that you require.

Services rendered above are billed monthly as a percentage of work is completed per task. Should any portion of this work be canceled, **BDG** will not invoice for any services not yet provided. **BDG** is available to review scope of work, redefine tasks and negotiate the contract as necessary to complete the project in its entirety.

If this proposal meets your approval, please sign and return one copy for our files. A signed proposal will serve as a notice to proceed.

The **Clients'** signature below will be considered an authorization to proceed with the work contracted through **Baer Design Group, LLC** and acceptance of the Terms and Conditions outlined herein.

Sincerely,

A handwritten signature in black ink that reads "Greg Baer".

APPROVED BY:

Name (Printed): _____ Company Name: _____

Signed: _____ Date: _____

Title: _____



Sacramento
(916) 780-2030

Las Vegas
(702) 616-3107

Idaho Falls
(208) 552-9874

PROJECT SPECIFIC TASK ORDER MECHANICAL, ELECTRICAL, PLUMBING ENGINEERING

Superbloom, (Client), hereby authorizes Engineering System Solutions, ES², a Limited Liability Company, to provide the scope of services set forth below. All services herein are subject to the Terms and Conditions as set forth below and in the ES2 Master Agreement dated 09/2023.

1. CLIENT INFORMATION:

Representative: Stacy Passmore
Email: stacy@superbloom.net

2. PROJECT INFORMATION:

Project Name: Warm Springs Dog Park Comfort Building
Location: Ketchum, ID

3. PROJECT DESCRIPTION:

- 3.1. The project consists of a one-story comfort building of approximately 1,600 square feet.
- 3.2. Project description and scope as provided in 8.24.2023 email received from Michael Doty.

4. CONSULTING SERVICES:

- 4.1. A/E Team Meeting Attendance: Attend up to two design-phase meetings (via teleconference). If the client anticipates more or less meetings, please communicate that with ES2 prior to contract execution.
- 4.2. OAC Meeting Attendance: None. Should the owner, architect, or contractor desire that ES2 be present (via teleconference) at more than the designated number of OAC meetings indicated, said meeting attendance will be covered by a separate T&M agreement prior to the commencement of building construction.
- 4.3. Site Visits: None
- 4.4. Site visits, if requested, will be billed time and expenses per the hourly rates listed in the terms and conditions of this agreement.
- 4.5. STANDARD BIM services. We anticipate that the design team will upload and consume model versions from the BIM360 Document Management module for proper coordination.
- 4.6. Construction Administration (CA):
 - 4.6.1. Construction administration services will be billed as time and material.

5. CONSULTANT'S FEE:

- 5.1. Our design fee was established assuming standard construction practices, materials, and systems. Any design work outside of this will require a new scope of work.
- 5.2. A twenty five percent (25%) retainer fee will be required prior to beginning our services. Our final design invoice will include a credit for the retainer fee.
- 5.3. Our fees for consulting services as described above are as follows:

		Mechanical/ Plumbing/ Electrical
Design Development	.....	\$2,240.00
Construction Documents	.....	\$3,360.00
Design Total		\$5,600.00
Construction Administration*	.....	T&M

*For budgeting purposes, please anticipate **\$1,500** for MEP CA services. This budget is not intended to be a 'Not to Exceed' amount.

6. PROJECT SYSTEMS:

6.1. MECHANICAL SYSTEMS

- 6.1.1. Heating: Electric heaters
- 6.1.2. Exhaust: Code required exhaust of toilet rooms, etc.

6.2. ELECTRICAL SYSTEMS

- 6.2.1. Main electrical service and distribution to building.
- 6.2.2. Site: No scope anticipated.
- 6.2.3. Lighting: Building lighting.
- 6.2.4. Power: General power distribution and electrical device layout for receptacles. Coordination between solar photovoltaic (PV) systems and electrical systems (as required). All solar photovoltaic (PV) systems to be designed by others.

6.3. PLUMBING SYSTEMS

- 6.3.1. Plumbing fixture specification, domestic cold water, domestic hot water, sanitary sewer, vent.
- 6.3.2. Plumbing systems will extend to five feet outside of building. Site information such as sewer, storm drain, grease interceptor, and domestic cold-water locations and inverts will be provided by others.
- 6.3.3. Coordination between solar thermal systems and domestic hot water systems (as required). All solar thermal systems to be designed by others.

6.4. ENERGY CODE COMPLIANCE

- 6.4.1. HVAC, electrical, and plumbing COMCheck energy code compliance documentation. Envelope portion of COMCheck not included in scope of work.

6.5. FIRE SPRINKLER SYSTEMS

- 6.5.1. Design by others and **NOT** included in scope of work.

7. ENHANCED SERVICES: Additional fees for Enhanced Services are as follows:

Scope (See descriptions)	Fee	Please initial If Accepted*
Energy Modeling (\$/Project Square Feet - \$1,800 minimum)	\$ 0.12	
Energy Rebate Study (% of actual rebate)	50%	
Total Accepted Enhanced Services		0

- 7.1. Please initial the services requested for this project. It will be assumed that all services NOT initialed will not be requested for this project. Please refer to the Master Agreement for service descriptions.

Thank you for the opportunity to propose our engineering services on this project. We look forward to working with you. Please indicate your acceptance of this Project Specific Task Order by signing below and returning a copy by fax or email.

Please call me if you have any questions or concerns regarding this proposal.

OUR DNA BUILDS RESULTS

Respectfully,
ENGINEERING SYSTEM SOLUTIONS, ES²



Justin R. Judy, PE, CxA, LEED AP BD+C
 President

The Project Specific Task Order herein, is effective between the Client and ES², Engineering System Solutions as of the last date appearing below. The Master Agreement applies to and is in full force for this specific project scope of work.

 CLIENT REPRESENTATIVE (Signature)

 ES² REPRESENTATIVE (Signature)

 (Title) _____ (Date)

 (Title) _____ (Date)

Client PN: _____ and/or PO#: _____

OUR DNA BUILDS RESULTS

EXHIBIT F - REVEGETATION CONSULTANT



Revised Cost Estimate for Warm Springs Creek Revegetation Plan for Permit Set and up to 90% design

Item	Detail	TOT \$
Project Management and Team Interactions	Regular communications with Superbloom, Rio, WR Land Trust and relevant stakeholders to collaborate and receive feedback during design process#	\$4,640.00
Seed mix/plant specifications, soil handling, site preparation, integrative weed management and post planting site adaptive management design	Specify appropriate native seed mixes (type and rates), commercial plants or transplants (species, formats, sizing); Prescribe site preparation techniques during and following grading and ahead of planting including suitable cover soil identification, handling and placement; identify appropriate integrative (cultural, biological and chemical) weed management activities; Specify post restoration adaptive management activities; including temporary plant protections, weed management and irrigation (see below); provide as appropriate CAD design typicals for Superbloom set.	\$12,010.00
Equipment Specifications for Revegetation	Identify appropriate equipment choices for seeding and plant installation. Specify seeding equipment options	\$1,450.00
Irrigation Recommendations for IMA Revegetation Areas, Plan Review all areas	Provide guidance on temporary irrigation use in IMA designed revegetation zones (irrigation frequency, intensity, duration etc.); review Irrigation recommendations provided by others	\$3,480.00
Cost estimation by target revegetation zones	Develop two alternative cost estimates for revegetation activities for a portion of Zone 4 and Zones 5-10. Alternatives will include the target budget, which meets the vision of the master plan and a constrained budget where overall revegetation funding is less or phased over an extended period of time.	\$4,640.00
Implementation and maintenance schedule	Develop a comprehensive schedule identifying timelines for: plant material acquisition by type, preplanting integrative weed management, site preparation, seeding/planting, and post planting integrative weed management and adaptive management activities	\$3,480.00
Total		\$29,700.00

Notes

Estimate is cost not to exceed, client will be billed on for actual costs incurred

Assume participate in up to 8 bi-monthly remote team meetings

* Planting zones are identified in 230627_North Fork Planting Design Zones.pdf transmittal

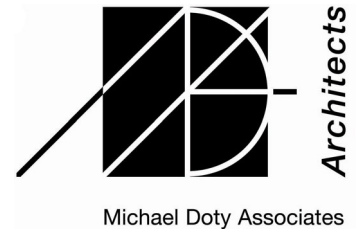
Assume deliverables due for preparation of 90% design

Deliverable does not include comprehensive specifications, narrative will be delivered with

Superbloom submission

\$12,880 APPROVED AND INCLUDED ON SUPERBLOOM TO #8

REMAINING AMOUNT INCLUDED IN THIS TO#9 IS \$16,820



29 August 2023

■ Stacy Passmore & Diane Lipovsky

Superbloom Landscape Architecture & Planning
23 Lincoln Street
Suite 200
Denver, Colorado 80203

Sent via email

Re: Warm Springs Preserve Welcome Building Architecture, Ketchum, Idaho

Dear Stacy and Diane:

We greatly appreciate the opportunity to provide you with this proposal and look forward to the prospect of working together.

We have prepared this Proposal for an Agreement with Superbloom based upon MDA's understanding of the project at this time. Upon entering into an Agreement, our scope of work for Basic Services will be providing Design Development, Construction Documentation, and Construction Phase services based upon approved schematic design drawings provided by Superbloom for a single-story welcome / storage building containing approximately one hundred seventy six square feet of restroom area and approximately one-thousand square feet of storage area to be located on the City of Ketchum's Warm Springs Preserve property, Warm Springs Ranch Resort PUD, Block 6, Ketchum, Idaho.

As outlined in our discussions of project program and the review of approved schematic design drawings including 3D massing renderings, a site plan, a floor plan, and exterior elevations as provided by Superbloom, MDA understands that the extend of the first-floor level is to include: two (2) accessible unisex restrooms, a large storage room, and a covered outdoor gathering area.

■

Post Office Box 2792
371 Washington
Avenue North
Ketchum, ID 83340
Tel. 208.726.4228
www.mda-arc.com

We will assist your team to seek approvals from local governing jurisdictions, such as the City of Ketchum Planning and Zoning, Building, and Fire Departments. We will help you find consultants, coordinate their work, and provide them with base sheets in a digital format from which to work. In conjunction with the design team, we will provide ongoing cost value engineering through the Design Development Phase.

The cost of third-party consultants, including without limitation, Geotechnical, Civil, Structural, Mechanical, and Electrical Engineering, Lighting Design, Building Envelope, Interior Design, Green Building Certification, Acoustic, Fire Suppression, Security, Audio / Visual, Network, Legal and/or other specialized consultant services, as may be required, have not been included in this proposal. If requested, photo-realistic 3D presentation graphics, LEED certification submittal coordination, and extensive field observation will be provided as an additional service. Should the need for these services arise, their scope and cost will be undertaken only after your request and approval.

We estimate our not-to-exceed Basic Services fee will break down as follows:

■Basic Services	Fee
Project Administration	\$2,160.00
Project / Site Planning	\$0.00
Schematic Design Phase	\$864.00
Design Review Phase	\$5,184.00
Design Development Phase	\$6,912.00
Construction Document Phase	\$19,440.00 (future approval)
Construction Phase (future approval)	\$8,840.00 (future approval)
<hr/>	
Proposed Basic Service Not to Exceed Fee	\$34,560.00

Billings for Basic Services, described above, and Reimbursable Expenses, described below, will be provided monthly. Payments in full are due upon your receipt of our invoice. Amounts unpaid

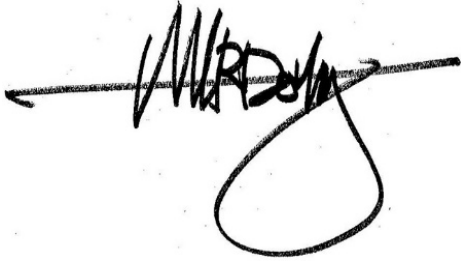
Stacy Passmore & Diane Lipovsky

Superbloom
29 August 2023
Page - 3 -

thirty (30) days from the invoice date are considered past due and are subject to an interest charge of one percent (1%) per month and will be subject to immediate work stoppage at our sole election. Reimbursable expenses for which you will be billed, and which are not included in Basic Services, shall include but not be limited to: check plots, plots and/or digital prints, scanning record drawings, presentation materials, photocopies and other reproductions, postage, overnight express shipping, travel, and other miscellaneous charges as may arise and are agreed to.

We again look forward to becoming an integral member of your project team and wish to express our commitment to you and the project.

Sincerely,

A handwritten signature in black ink, appearing to read "M. Doty", written over a horizontal line.

Michael Doty, AIA, LEED AP
principal

6 February 2024

■ **Stacy Passmore, Principal / Co-Founder**
Studio Superbloom, LLC
750 N Pennsylvania Street
Denver, Colorado 80203

Re: Warm Springs Preserve Comfort Building, - Proposal for Additional Services No. 1

Dear Stacy:

We greatly appreciate the opportunity to provide you with this proposal for Additional Services. We have prepared this proposal for your agreement for Additional Services based upon our understanding of your request for us to provide services beyond that contemplated in our Consultant Agreement dated 03 November 2023 (the Agreement). You have requested an addition to our scope of work for Basic Services under our Agreement. Under that Agreement any request for Additional Services must be in writing, signed by you and us. As a result, if you sign this letter, it will serve as your request and amend our agreement to provide Additional Services beyond the Basic Services set out in the Agreement, and as set out in this letter. The following services will be provided as Additional Services.

The proposed Additional Services breakdown is as follows:

- Modifications to the building footprint, siting, and design in response to City of Ketchum comments regarding the location of an existing and previously unknown to MDA property line in conflict with the initial siting of the building. The scope of work will include, but may not be limited to site plan, floor plan, and exterior elevation modifications, coordination of building siting and grading, with Superbloom, and associated updates to the design review submittal drawing set.

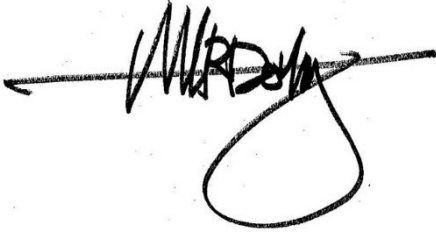
Pursuant to Article 2, Section 2.4 of the Agreement, the above-listed services will be provided as Additional Services and billed as a fixed compensation amount of four thousand seven hundred ninety-three dollars and seventy-five cents (\$4,793.75) under Exhibit B of the Phase 4 60% Design scope of work. Except for the Additional Services set out above and Basic Services under the Agreement, we will not be providing any other Additional Services under Article 2 of the Agreement without another agreement for Additional Services. Please feel free to request other Additional Services as recommended or needs arise.

Stacy Passmore, Principal / Co-Founder
Studio Superbloom, LLC
6 February 2024
Page - 2 -

All other terms and conditions are set forth in the Agreement, which we will continue to observe in all respects, in addition to the agreement for Additional Services outlined in this letter. We appreciate your request for and the opportunity to provide you with these Additional Services.

We look forward to continuing work with you under the Agreement. I wish to express our continued commitment to you and the project.

Sincerely,

A handwritten signature in black ink, appearing to read "M. Doty", written over a horizontal line.

Michael R. Doty, AIA, LEED AP
principal

READ, ACKNOWLEDGED, APPROVED AND AGREED this _____ day of _____, 2024.

Stacy Passmore, Principal / Co-Founder

EXHIBIT B- CIVIL ENGINEERING PROPOSAL

GALENA-BENCHMARK ENGINEERING PROFESSIONAL SERVICES AGREEMENT

Project Number: 23059

Project Manager: PLJ

PARTIES

This Agreement is made this **April 21, 2023**, between:

Stacy Passmore
Superbloom
stacy@superbloom.net
Phone: 214-288-1517

Galena-Benchmark Engineering
PO Box 733
Ketchum, Idaho 83340
Phone: 726-9512
FAX: 726-9514

Hereinafter called "Client"

Hereinafter called "Consultant"

SUBJECT PROPERTY(S)

Client engages Consultant to provide professional services in connection with Warm Springs Ranch Resort Blocks 2 and 6 commonly known as Warm Springs Preserve , Ketchum, Idaho.

SCOPE OF SERVICES

Consultant agrees to perform services as follows:

TASK 1: 60% CIVIL ENGINEERING PRELIMINARY DESIGN

Benchmark will prepare 60% civil engineering design plans. This includes design for roadway and parking improvements, building site grading, stormwater management, water & sewer utility plans, coordination with Idaho Power for electrical service to the restroom building, coordination of culverts under new roadway, and preparation of civil sheets for City Design Review.

DELIVERABLES

- 60% Civil Sheets for City Design Review submittal package.

Estimate: \$7,500 - \$12,000

TASK 2 CIVIL ENGINEERING FINAL DESIGN/CONSTRUCTION PLANS

Consultant will prepare construction plans including the following:

- Final grading and drainage plans & details for the access drive, parking lot and building site.
- Civil Utility Plans and Details for sewer service and water service connections to the building including boring under Warm Springs Creek.
- Drywell Calculations
- Pavement markings and signage.

DELIVERABLES

Civil Construction Plans including the following plans stamped by an Idaho Professional Engineer:

- Building site Grading and Drainage Plan
- Parking Lot Grading and Drainage Plan
- Roadway Plan, Profile, & Section; Drainage Plan
- Utility Plan
- Utility Details
- Road and Drainage Details

Estimate: \$5,000 - \$7,000

MEETING ATTENDANCE/OUT OF SCOPE WORK

Predicting the number of meetings and time commitments required to move this type of application through the approval process varies from project to project. Therefore, in the best interest of our clients, we have not included any meetings beyond those identified in the scope of work. If additional meetings or out of scope work is necessary, it will be billed on a time and materials basis. Meetings will be attended by representatives of Galena-Benchmark engineering upon prior written or electronic approval given by you or a designated representative.

FEE

Client agrees to compensate Consultant for all services on a *time and materials basis*. Based on the scope of services above our estimated fee is **\$12,500 - \$19,000** . Deviations from, changes to or items added to the scope above will impact our estimated fee. Estimate **does not** include application fees or other reimbursable expenses.

Client and Consultant acknowledge that each has read and agrees to the General Conditions printed on pages 3 and 4 of this document which are incorporated herein and made a part of this Agreement and apply to all services performed by Consultant regardless of whether such services are included in the Scope of Services above.

Client: _____

Consultant: GALENA-BENCHMARK ENGINEERING

By: _____

By: David Pattee

Title: _____

Title: Principal

Date: _____

Date: 04/21/23

NOTICE OF ENTRY

When the Scope of Services above include field survey work and our survey crews will be required to enter or encroach upon adjoining properties, Consultant is required by Idaho Code 54-1230 to notify the land owner or occupant. Said notice *"shall give the professional land surveyor's name, address, telephone number, purpose, availability of the survey, and the presence of any temporary or permanent monuments or other markers to be established by the surveyor and left on the land."* Client acknowledges and permits Consultant to proceed with noticing when required by law.

GENERAL CONDITIONS

1. Consultant shall invoice Client each month for the services performed under the Agreement. Client shall pay such invoices upon receipt. Invoices not paid within thirty (30) days of the invoice date shall be subject to a late payment charge of 1.5 percent per month. The invoice amounts shall be presumed to be correct unless Client notifies Consultant otherwise in writing within fourteen (14) days of receipt of the invoice.
2. If Client fails to pay an invoice when due, Consultant may suspend all services until such invoice is paid in full. If payment in full is not made within sixty (60) days of the invoice date, Consultant may treat such nonpayment as a material breach of this Agreement by Client and may terminate this Agreement or pursue other available remedies.
3. Consultant shall perform its services in a manner consistent with the standard of care and skill ordinarily exercised by members of the profession practicing under similar conditions in the geographic vicinity and at the time the services are performed. No warranty, representation or guarantee, expressed or implied, is made or intended by the Agreement.
4. Consultant shall sign certifications only if Consultant approves the form of such certification prior to the commencement of services, and provided such certification is limited to a statement of professional opinion and does not constitute a warranty or guarantee, express or implied.
5. Services provided under this Agreement, including all reports, information or recommendations prepared or issued by Consultant, are for the exclusive use of Client for the Project specified. No other use is authorized. Client will not distribute or convey Consultant's reports or recommendations to any person or organization other than those identified in the Project description without Consultant's written authorization. Client releases Consultant from liability and agrees to defend, indemnify, protect and hold harmless Consultant from any and all claims, liabilities, damages or expenses arising, in whole or in part, from such unauthorized distribution.
6. Consultant's reports, maps, field data, drawings, test results and other similar documents are instruments of professional service, not products. Consultant reserves the right to copyright such documents; however, such copyright is not intended to limit the Client's use of the services provided under this Agreement other than as described in paragraph 5.
7. Client will make available to Consultant all information known to Client regarding existing conditions, including the existence of hazardous or dangerous materials, and proposed uses of the Project site. Client will transmit immediately to Consultant any new information that becomes available or any change in plans. Client releases Consultant from liability for any incorrect advice, judgment or decision based on any inaccurate information furnished by Client. Client agrees to defend, indemnify, protect and hold harmless consultant from any and all claims, liabilities, damages or expenses arising, in whole or in part, from such inaccurate information.
8. Client shall secure the permission necessary to allow Consultant's personnel and equipment access to the Project site at no cost to Consultant.
9. Consultant is not responsible for the completion or quality of work that is dependent upon or performed by the Client or third parties not under direct control of Consultant, nor is Consultant responsible for any third party or Client acts or omissions or for any damages resulting therefrom.
10. Neither Client nor any other person may change or modify Consultant's work product without Consultant's written authorization. Client releases Consultant from liability and agrees to defend, indemnify, protect and hold harmless Consultant from any and all claims, liabilities, damages or expenses arising, in whole or in part, from such unauthorized changes or modifications.
11. Client waives any claim against Consultant and agrees to defend, indemnify, protect and hold harmless Consultant from any and all claims, liabilities, damages or expenses, including but not limited to delay of the Project, reduction of property value, fear of or actual exposure to or release of toxic or hazardous substances, and any consequential damages of whatever nature, which may arise directly or indirectly as a result of the services provided by Consultant under this Agreement, unless such injury or loss is caused by the negligence or willful misconduct of Consultant.
12. Client agrees to limit Consultant's liability due to professional negligence and to any liability arising out

of or relating to the Agreement to fifty thousand dollars (\$50,000). This limit applies to all services on this Project, whether provided under this or subsequent agreements, unless modified in writing, agreed to and signed by authorized representatives of the parties.

13. Consultant is protected by Workers' Compensation Insurance, Employers' Liability Insurance, General Liability Insurance and Automobile Liability insurance for bodily injury and property damage and will furnish evidence thereof upon request. Consultant assumes the risk of damage to its own supplies and equipment.
14. Client shall be responsible for job site safety.
15. Client solely shall be responsible for notifying all appropriate municipal, regional, state or federal agencies and other parties of the existence of any hazardous or dangerous materials known by client to exist on or in the Project site, or discovered during the performance of this Agreement, as may be required by such agencies or parties.
16. Business Hours are 8am to 5pm Monday through Friday. Regular survey hours are 7am to 5pm Monday through Friday. All work requested (performed) after these hours may be billed at time and a half (1.5x) hourly rate. Saturdays may be billed at time and a half (1.5x) hourly rate, Sundays may be billed at double the hourly rate (2x).
17. In the event Consultant's work is interrupted due to delay, other than delays caused by Consultant, Consultant shall be compensated equitably (based on Consultant's current Schedule of Charges) for the additional labor or other charges associated with maintaining its work force for Client's benefit during the delay, or at the option of the Client, for charges incurred by Consultant for demobilization and subsequent remobilization.
18. If, during the course of performance of this Agreement, conditions or circumstances are discovered which were not contemplated by Consultant at the commencement of this Agreement, Consultant shall notify Client in writing of the newly discovered conditions or circumstances, and Client and Consultant shall renegotiate, in good faith, the terms and conditions of this Agreement. If amended terms and conditions cannot be agreed upon within thirty (30) days after notice, Consultant may terminate this Agreement and be compensated under paragraph 21 in this Agreement.
19. This Agreement may be terminated by either party upon ten (10) days written notice. In the event of a termination, Client shall pay for all reasonable charges for work performed by Consultant. The limitation of liability and indemnity obligations of this Agreement shall be binding notwithstanding any termination of this Agreement.
20. Neither Client nor Consultant shall assign its interest in this Agreement without the written consent of the other.
21. This Agreement, including attachment incorporated herein by reference, represents the entire agreement and understanding between the parties. The terms of this Agreement shall be in writing and signed by authorized representatives of the parties. One or more waives of any term, condition or covenant by either party shall not be construed as a waiver of any other term, condition or covenant.
22. This Agreement shall be governed by and construed in accordance with the laws of the State of Idaho.
23. In the event an arbitration, suit or action is brought by any party under this Agreement to enforce any of its terms, or in any appeal therefrom, it is agreed that the prevailing party shall be entitled to reasonable attorney's fees to be fixed by the arbitrator, trial court, and/or appellate court.
24. This Agreement or any section thereof shall not be construed against any party due to the fact that said Agreement, or any section thereof was drafted by said party.
25. This Agreement shall be binding upon the heirs, executors, administrators, successors and assigns of the parties hereto.
26. Due to the changing nature of property, Consultant and the Client agree that after two years the drawings and maps shall be void and no further copies or digital files will be transmitted.
27. In the event the professional services provided by Benchmark result in litigation involving the subject property, the Client agrees that this contact will be reinstated and become effective in the event Benchmark personnel are compelled to provide testimony in court, in depositions related to said litigation. Client further agrees to pay the Consultant the current hourly rate for the personnel compelled to provide testimony or professional expertise.

_____ Initial By Client

DP Initial By Consultant

May 19, 2023

Stacy Passmore
stacy@superbloom.net
Superbloom
23 Lincoln Street, Suite 200
Denver, Colorado 80203

WSP Comfort Station - Agreement / Proposal for Structural Engineering Services

1. Parties to this Agreement

- Superbloom – Landscape Architecture hereinafter referred to as Client
- Morell Engineering, P.C.

2. Project Information

WSP Comfort Station, Warm Springs Preserve, Ketchum, Idaho. An approximately 1680 gross square foot storage structure and comfort station, construction is to be conventional wood frame construction, with some structural steel and a conventional cast in place concrete foundation.

3. Scope of Services

Engineering Services include: sizing of structural members for gravity loads and wind and seismic loading and detailing of structural system. Engineering Services does not include, soils information, fire protection or suppression, or roof venting. Structural drafting services include drafting of required structural plans and details. Plans are to be drawn using electronic files provided by the architect. Services do not include structural and non-structural items not directly indicated for Morell Engineering to perform.

4. Structural Engineering and Structural Drafting Fees

Approximate Fees to Permit Submittal \$5,200.00 to \$7,500.00
 Approximate fees during construction as needed on an hourly basis ... \$600.00 to \$2,400.00
 Hourly Rates: Principal Engineer \$150.00 per hour CAD Draftsman \$100.00 per hour.
 All revisions, site visits and field/construction time to be performed as additional services on an hourly basis as needed at current billing rates.

5. Billing

Billing will be submitted monthly on an hourly basis with payment due 14 days from invoice date.

6. Limit of Liability

In recognition of the relative risks and benefits of the project to the Client and Morell Engineering, P.C., the risks have been allocated such that the Client agrees, to the fullest extent permitted by law, to limit the liability of Morell Engineering, P.C. to the Client and to all construction contractors and subcontractors on the project for any and all claims, losses, costs, damages of any nature whatsoever or claims expenses from any cause or causes, so that the total aggregate liability of Morell Engineering, P.C. and his or her subconsultants to all those named shall not exceed the amount of \$50,000.00. The client agrees to indemnify and hold harmless Morell Engineering, P.C. from any and all claims originating from soil conditions, fire damage, forces above Building Department requirements, water damage or ice damage.

7. Changes and Scheduling

Scheduling and an approximate completion date are to be agreed upon prior to starting engineering. This proposal and schedules assumes that once work commences no changes occur in the buildings structural systems. Changes can void the agreed to schedule. Structural changes, which incur additional engineering, will be billed at our current billing rates. In the event of major structural changes the job will be re-proposed based on the changes. This proposal assumes that responses from Architect for requested information will be prompt, delays may affect schedule.

8. Acceptance

This agreement is entered into on the latest date appearing below between Client and Morell Engineering, P.C. . Morell Engineering, P.C. reserves the right to rescind this proposal until start of engineering upon review of office workload and scheduling. Please sign and return when accepted.



Matt P. Morell P.E., Morell Engineering, P.C. 5/19/23
Date

Client Representative Date Print Name



Diane Lipovsky, PLA
Superbloom
23 Lincoln St. | Ste. 200
Denver, CO 80203

RE: Proposal for Irrigation Design & Consulting Services at Warm Springs Preserve | Ketchum, ID

Ms. Lipovsky,

We are excited at the opportunity to provide you (**Client**) a proposal on this project. **Baer Design Group (BDG)** is proposing to provide professional irrigation design and consulting services for your proposed Warm Springs Preserve (WSP) restoration project in Ketchum, Idaho. The general scope of work includes coordinating and collaborating with all vested parties for a new irrigation pump station, temporary irrigation in wetland/native landscapes and permanent irrigation in manicured areas of the Preserve, estimated at approximately 30 total acres of irrigable land. The fees for each item are per the defined scope of work identified on the following pages of this proposal. Work listed herein includes planning/coordination, master planning, bid/construction documentation and, bid assistance.

Why partner with BDG:

- Location** - We are located in Boise, Idaho. Your project is easily accessible to our firm, allowing for rapid response time.
- Experience** - We have been professionally designing large irrigation systems in the northwest for over 20 years. We understand the soils, climactic factors and process that impact design and installation, operation, and maintenance of large technical irrigation systems.
- Team Player** - BDG is flexible to satisfy the demands of all parties involved in the project. We provide technical, functional, creative solutions and services that are feasible for vested parties.
- Large Complex Designs** – We have designed multiple irrigation systems with compatibility across entire municipalities with the goal of single point management and standardization of materials for ease of long term maintenance.
- Recommendations** - Our firm comes highly recommended by multiple clients.
- Award Winning Designs** – BDG has been awarded the highest level of achievement – Excellence in Irrigation Honor Award by the Irrigation Association. We provide you the tools to easily operate an efficient and highly capable irrigation system.

We greatly appreciate your interest in our services. We do not take this opportunity to work with you lightly and are fully committed to you, your project, the schedules and demands required for successful completion of your irrigation renovation project. The attached proposal is based on our web conference discussing project requirements, goals and schedules. Please let me know if we can modify our scope or approach to your project differently to better service you and this project. Please contact me should you have any questions.

Respectfully,

Greg Baer, PIC, PLA, CGIA
Principal Irrigation Consultant





	No.	Task Item	Fees	Term
Phase 1	1	Site Study & Stakeholder Meeting <i>(One Site Visit)</i>	\$ 1,900	Fixed Fee
	2	Irrigation Master Plan and Construction Cost Estimate	\$ 4,900	Fixed Fee
Phase 2	3	Construction Documents and Specifications	\$ 6,900	Fixed Fee
	4	Bidding Assistance <i>(One Site Visit)</i>	\$ 1,500	Fixed Fee
	9	Estimated Reimbursable Expenses (Cost +10%)	\$ 500/Trip	Budget

1. Site Study & Stakeholder Meeting

BDG will walk the site with the design team and stakeholder to better understand and visualize project demands and to conceptualize the design approach with stakeholders. Following the site study, BDG will collaborate various irrigation methods and materials to be implemented in the design with stakeholders.

2. Irrigation Master Plan and Construction Cost Estimate

BDG will provide an irrigation master plan for all temporary and permanent irrigation demands on the proposed Preserve.

Plans prepared in this phase will include a preliminary head layout with mainline and lateral routing and coverage plan showing full and effective coverage areas. **BDG** will provide a calculated water use report summarizing monthly/annual average water demands and required pump/delivery performance based on multiple water windows. A preliminary construction cost estimate will be provided and presented to the **Client** for discussion and comment prior to initiating construction documents.

3. Construction Documentation and Specifications

BDG will provide construction documents and specifications for the proposed irrigation systems and pumping station. Construction documentation shall include a plan set with a mechanical plan, electrical plan, station detail plan, notes, details, and specifications. Technical specifications with bidding requirements, material specifications and installation requirements will accompany the plan set. These documents shall be used to obtain competitive material and construction bids for the project.

4. Bidding Assistance

Once the final bid and construction package is finalized **BDG** will assist **Client** in bidding the project. Bidding services shall include answering all questions related to the irrigation drawings and products specified on the project, reviewing all bids and providing recommendation on awarding the project.

Additional Services

When specifically requested, work not described above shall be performed as additional services. This work may include, but is not limited to:

- A. Design revisions requested by **Client** following **Client** approval of Construction Documents. If design revisions are requested, **BDG** will perform the additional services after receiving written authorization.
- B. Providing any other services not specifically included in this proposal.



Reimbursable Expenses

Incidental reimbursable expenses are included in the project fees. The following costs shall be reimbursed at cost + 10% and are not included in the Fee for Professional Services:

- A. Cost of copies of drawings, specification manuals, reports and visual images; xerography and photographic reproduction of drawings and other documents furnished or prepared for submittal to approving agencies for review.
- B. Printing and Mounting.
- C. Submittal and Application Fees
- D. Travel Expenses such as airfare, rental car, mileage, room and board, meals directly associated to this project. Excludes localized travel expenses.
- E. Shipping Fees.

Ms. Lipovsky,

We are excited to be considered for this project and are looking forward to a productive working relationship with you and your team. We are confident in our abilities to provide you with the high quality, functional, and aesthetically pleasing design that you require.

Services rendered above are billed monthly as a percentage of work is completed per task. Should any portion of this work be canceled, **BDG** will not invoice for any services not yet provided. **BDG** is available to review scope of work, redefine tasks and negotiate the contract as necessary to complete the project in its entirety.

If this proposal meets your approval, please sign and return one copy for our files. A signed proposal will serve as a notice to proceed.

The **Clients'** signature below will be considered an authorization to proceed with the work contracted through **Baer Design Group, LLC** and acceptance of the Terms and Conditions outlined herein.

Sincerely,

A handwritten signature in black ink that reads "Greg Baer".

APPROVED BY:

Name (Printed): _____ Company Name: _____

Signed: _____ Date: _____

Title: _____



Sacramento
(916) 780-2030

Las Vegas
(702) 616-3107

Idaho Falls
(208) 552-9874

PROJECT SPECIFIC TASK ORDER MECHANICAL, ELECTRICAL, PLUMBING ENGINEERING

Superbloom, (Client), hereby authorizes Engineering System Solutions, ES², a Limited Liability Company, to provide the scope of services set forth below. All services herein are subject to the Terms and Conditions as set forth below and in the ES2 Master Agreement dated 09/2023.

1. CLIENT INFORMATION:

Representative: Stacy Passmore
Email: stacy@superbloom.net

2. PROJECT INFORMATION:

Project Name: Warm Springs Dog Park Comfort Building
Location: Ketchum, ID

3. PROJECT DESCRIPTION:

- 3.1. The project consists of a one-story comfort building of approximately 1,600 square feet.
- 3.2. Project description and scope as provided in 8.24.2023 email received from Michael Doty.

4. CONSULTING SERVICES:

- 4.1. A/E Team Meeting Attendance: Attend up to two design-phase meetings (via teleconference). If the client anticipates more or less meetings, please communicate that with ES2 prior to contract execution.
- 4.2. OAC Meeting Attendance: None. Should the owner, architect, or contractor desire that ES2 be present (via teleconference) at more than the designated number of OAC meetings indicated, said meeting attendance will be covered by a separate T&M agreement prior to the commencement of building construction.
- 4.3. Site Visits: None
- 4.4. Site visits, if requested, will be billed time and expenses per the hourly rates listed in the terms and conditions of this agreement.
- 4.5. STANDARD BIM services. We anticipate that the design team will upload and consume model versions from the BIM360 Document Management module for proper coordination.
- 4.6. Construction Administration (CA):
 - 4.6.1. Construction administration services will be billed as time and material.

5. CONSULTANT'S FEE:

- 5.1. Our design fee was established assuming standard construction practices, materials, and systems. Any design work outside of this will require a new scope of work.
- 5.2. A twenty five percent (25%) retainer fee will be required prior to beginning our services. Our final design invoice will include a credit for the retainer fee.
- 5.3. Our fees for consulting services as described above are as follows:

OUR DNA BUILDS RESULTS

		Mechanical/ Plumbing/ Electrical
Design Development	.....	\$2,240.00
Construction Documents	.....	\$3,360.00
Design Total		\$5,600.00
Construction Administration*	.....	T&M

*For budgeting purposes, please anticipate **\$1,500** for MEP CA services. This budget is not intended to be a 'Not to Exceed' amount.

6. PROJECT SYSTEMS:

6.1. MECHANICAL SYSTEMS

- 6.1.1. Heating: Electric heaters
- 6.1.2. Exhaust: Code required exhaust of toilet rooms, etc.

6.2. ELECTRICAL SYSTEMS

- 6.2.1. Main electrical service and distribution to building.
- 6.2.2. Site: No scope anticipated.
- 6.2.3. Lighting: Building lighting.
- 6.2.4. Power: General power distribution and electrical device layout for receptacles. Coordination between solar photovoltaic (PV) systems and electrical systems (as required). All solar photovoltaic (PV) systems to be designed by others.

6.3. PLUMBING SYSTEMS

- 6.3.1. Plumbing fixture specification, domestic cold water, domestic hot water, sanitary sewer, vent.
- 6.3.2. Plumbing systems will extend to five feet outside of building. Site information such as sewer, storm drain, grease interceptor, and domestic cold-water locations and inverts will be provided by others.
- 6.3.3. Coordination between solar thermal systems and domestic hot water systems (as required). All solar thermal systems to be designed by others.

6.4. ENERGY CODE COMPLIANCE

- 6.4.1. HVAC, electrical, and plumbing COMCheck energy code compliance documentation. Envelope portion of COMCheck not included in scope of work.

6.5. FIRE SPRINKLER SYSTEMS

- 6.5.1. Design by others and **NOT** included in scope of work.

7. ENHANCED SERVICES: Additional fees for Enhanced Services are as follows:

Scope (See descriptions)	Fee	Please initial If Accepted*
Energy Modeling (\$/Project Square Feet - \$1,800 minimum)	\$ 0.12	
Energy Rebate Study (% of actual rebate)	50%	
Total Accepted Enhanced Services		0

- 7.1. Please initial the services requested for this project. It will be assumed that all services NOT initialed will not be requested for this project. Please refer to the Master Agreement for service descriptions.

Thank you for the opportunity to propose our engineering services on this project. We look forward to working with you. Please indicate your acceptance of this Project Specific Task Order by signing below and returning a copy by fax or email.

Please call me if you have any questions or concerns regarding this proposal.

OUR DNA BUILDS RESULTS

Respectfully,
ENGINEERING SYSTEM SOLUTIONS, ES²



Justin R. Judy, PE, CxA, LEED AP BD+C
President

The Project Specific Task Order herein, is effective between the Client and ES², Engineering System Solutions as of the last date appearing below. The Master Agreement applies to and is in full force for this specific project scope of work.

CLIENT REPRESENTATIVE *(Signature)*

ES² REPRESENTATIVE *(Signature)*

(Title) _____ *(Date)*

(Title) _____ *(Date)*

Client PN: _____ and/or PO#: _____

OUR DNA BUILDS RESULTS

EXHIBIT F - REVEGETATION CONSULTANT



Revised Cost Estimate for Warm Springs Creek Revegetation Plan for Permit Set and up to 90% design

Item	Detail	TOT \$
Project Management and Team Interactions	Regular communications with Superbloom, Rio, WR Land Trust and relevant stakeholders to collaborate and receive feedback during design process#	\$4,640.00
Seed mix/plant specifications, soil handling, site preparation, integrative weed management and post planting site adaptive management design	Specify appropriate native seed mixes (type and rates), commercial plants or transplants (species, formats, sizing); Prescribe site preparation techniques during and following grading and ahead of planting including suitable cover soil identification, handling and placement; identify appropriate integrative (cultural, biological and chemical) weed management activities; Specify post restoration adaptive management activities; including temporary plant protections, weed management and irrigation (see below); provide as appropriate CAD design typicals for Superbloom set.	\$12,010.00
Equipment Specifications for Revegetation	Identify appropriate equipment choices for seeding and plant installation. Specify seeding equipment options	\$1,450.00
Irrigation Recommendations for IMA Revegetation Areas, Plan Review all areas	Provide guidance on temporary irrigation use in IMA designed revegetation zones (irrigation frequency, intensity, duration etc.); review Irrigation recommendations provided by others	\$3,480.00
Cost estimation by target revegetation zones	Develop two alternative cost estimates for revegetation activities for a portion of Zone 4 and Zones 5-10. Alternatives will include the target budget, which meets the vision of the master plan and a constrained budget where overall revegetation funding is less or phased over an extended period of time.	\$4,640.00
Implementation and maintenance schedule	Develop a comprehensive schedule identifying timelines for: plant material acquisition by type, preplanting integrative weed management, site preparation, seeding/planting, and post planting integrative weed management and adaptive management activities	\$3,480.00
Total		\$29,700.00

Notes

Estimate is cost not to exceed, client will be billed on for actual costs incurred

Assume participate in up to 8 bi-monthly remote team meetings

* Planting zones are identified in 230627_North Fork Planting Design Zones.pdf tran

Assume deliverables due for preparation of 90% design

Deliverable does not include comprehensive specifications, narrative will be delivered

Superbloom submission

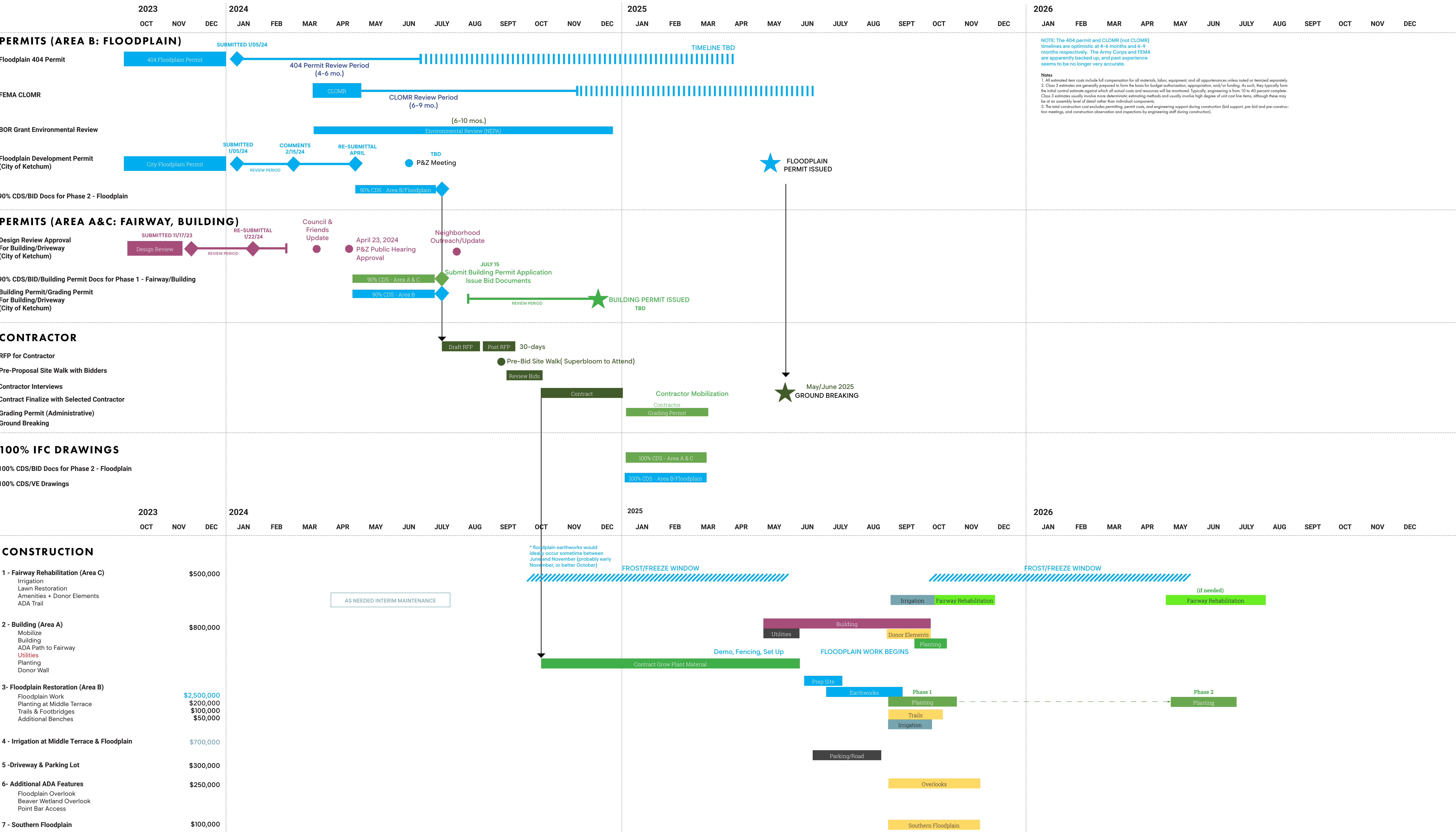
\$12,880 APPROVED AND INCLUDED ON SUPERBLOOM TO #8

REMAINING AMOUNT INCLUDED IN THIS TO#9 IS \$16,820

Warm Springs Preserve

PHASING SCHEDULE

DRAFT





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: 24087

To: 5810 STUDIO SUPERBLOOM, LLC 750 N PENNSYLVANIA ST DENVER CO 80203	Ship to: CITY OF KETCHUM PO BOX 2315 KETCHUM ID 83340
--	---

P. O. Date	Created By	Requested By	Department	Req Number	Terms
05/02/2024	KCHOMA	KCHOMA		0	

Quantity	Description	Unit Price	Total
1.00	TASK ORDER 9: MASTER PLANNING WARM 03-4194-7000	225,916.00	225,916.00
	SHIPPING & HANDLING		0.00
	TOTAL PO AMOUNT		225,916.00

 Authorized Signature



City of Ketchum

PROCUREMENT MEMO

Meeting Date: Staff Member/Dept:

Agenda Item:

Recommended Motion:

"I move to approve Purchase Order #24081 for a not to exceed amount of \$37,054.94 for the purchase of a John Deere micro excavator."

Summary of Procurement Process:

Bidder	Bid Price
Coastline Equipment Inc. (Sourcewell pricing)	\$37054.94
No other bids were solicited as the item is on Sourcewell contract as allowed by Idaho law.	

Low Bid Contractor	Bid Price	Budget Account/Number
Coastline Equipment Inc.	\$37,054.94	CIP 03-4194-7110

Background (if necessary):

- This purchase would substitute the request for a new vehicle (\$35,000) as approved in the Capital Improvement Plan
- The Facilities Maintenance Department is maintaining all the city's irrigation systems
- The new micro excavator will speed up future repairs

Sustainability Impact:

None OR state impact here:

Attachments:

1. Coastline Equipment Inc. quote
2. Purchase order #24081
- 3.

Quote Id: 30754222

Prepared For:
CITY OF KETCHUM

Prepared By: **JORDAN JOHNSTONE**

Coastline Equipment Company
26 E 300 S
Jerome, ID 83338

Tel: 208-324-2900

Fax: 208-324-3212

Email: jordan.johnstone@coastlineequipment.com

Offer Expires: 30 April 2024

Confidential

Quote Id: 30754222

CITY OF KETCHUM
PO BOX 2315
KETCHUM, ID 83340

We would like to take this opportunity to thank you for your recent interest in John Deere machinery.

It has been a pleasure serving you, and it is our hope that we may continue to assist you with your equipment needs now and in the future. Please be sure to call on us whenever we can be of further service. We will always do everything possible to merit the confidence you have shown in our company and the products we represent.

Sincerely,

JORDAN JOHNSTONE
208-324-2900
Coastline Equipment Company

Quote Summary

Prepared For:
 CITY OF KETCHUM
 PO BOX 2315
 KETCHUM, ID 83340
 Business: 208-726-3841

Prepared By:
 JORDAN JOHNSTONE
 Coastline Equipment Company
 26 E 300 S
 Jerome, ID 83338
 Phone: 208-324-2900
 jordan.johnstone@coastlineequipment.com

Quoted with Sourcewell Program ID ULNB1871
 Includes 2 year or 2,000 hour Basic Warranty, 18" bucket, 24" bucket, and thumb installed.

Quote Id: 30754222

Expiration Date: 30 April 2024

Equipment Summary	Qty	Extended
2023 JOHN DEERE 17G Compact Excavator - 1FF017GXAPK234150	1	
John Deere Extended Warranty-5 Year or 2,000 Hour Powertrain/ Hydraulic Warranty	1	
Equipment Total		\$ 37,054.94

Quote Summary	
Equipment Total	\$ 37,054.94
SubTotal	\$ 37,054.94
Total	\$ 37,054.94
Balance Due	\$ 37,054.94

Salesperson : X _____

Accepted By : X _____

Selling Equipment

Quote Id: 30754222

Customer: CITY OF KETCHUM

2023 JOHN DEERE 17G Compact Excavator - 1FF017GXAPK234150		
Hours:	2	
Stock Number:	108594	
Code	Description	Qty
0010FF	2023 JOHN DEERE 17G COMPACT EXCAVATOR	1
Standard Options - Per Unit		
AT451118	HYDRAULIC THUMB F/17 108253 OPT COST ON 108594	1
Service Agreements		
John Deere Extended Warranty - 5 Year or 2,000 Hour Powertrain/ Hydraulic Warranty		
Other Charges		
	Setup	1
	MISC	1



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: 24081

To: 5212 COASTLINE EQUIPMENT INC. 26 E 300 S JEROME ID 83338	Ship to: CITY OF KETCHUM PO BOX 2315 KETCHUM ID 83340
---	---

P. O. Date	Created By	Requested By	Department	Req Number	Terms
04/18/2024	BANCONA	BANCONA	Facilities Maintenance	0	

Quantity	Description	Unit Price	Total
1.00	2023 JOHNDEERE 17G COMPACT EXCAVATO 03-4194-7110	35,000.00	35,000.00
1.00	2023 JOHNDEERE 17G COMPACT EXCAVATO 01-4194-6950	2,054.94	2,054.94
	SHIPPING & HANDLING		0.00
	TOTAL PO AMOUNT		37,054.94

 Authorized Signature



City of Ketchum

CITY COUNCIL MEETING AGENDA MEMO

Meeting Date: Staff Member/Dept:

Agenda Item:

Recommended Motion:

Reasons for Recommendation:

- Special events are an economic contributor and help bring patrons and visitors to the downtown core
- The proposed 10-hour closure of East Ave., between Sun Valley Road and 4th Street, and 4th Street, between East Ave. and the alleyway behind Ketchum Town Square, will cause minimal traffic disruptions and does not conflict with Main Street construction detours.
- The requested street closure is classified as a “non-designated” event street closure, meaning it must be approved by the City Council.

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

The Sun Valley/Ketchum Rotary has produced its annual Brewfest event for many years—the last few in Sun Valley at Festival Meadows and at Ketchum Town Square before that. They would like to hold it at Ketchum Town Square again this year because they feel the location, in the heart of Ketchum, better serves their patrons and the community. To accommodate the number of vendors and attendees they are anticipating, they would like to close East Avenue (between Sun Valley Road and 4th Street) and 4th Street (between East Avenue and the alleyway behind Ketchum Town Square) to expand event space. No known issues have been reported from their prior events.

Sustainability Impact:

Financial Impact:

None OR Adequate funds exist in account:

Attachments:

1. 2024 Sun Valley Ketchum Rotary Brewfest Event Application
--

2. 2024 Brewfest Traffic Control Plan



OFFICIAL USE ONLY
Rotary Brewfest
June 22, 2024
November 28, 2023
Fees Paid

SPECIAL EVENT LICENSE APPLICATION

GENERAL INFORMATION APPLYING TO ALL EVENTS

Special Event: The temporary use of public property, including streets, parking lots, parks, and waterways, for the purpose of conducting certain public events such as, but not limited to, art shows, music concerts, fundraising events, amusement attractions, circuses, carnivals, rodeos, craft fairs, sporting events, contests, dances, tournaments, walk-a-thons, marathons, races, exhibitions or related activities. In addition, a “special event” is any public event which could reasonably be interpreted to cause significant public impact via disturbance, crowd, traffic/parking, or disruption of the normal routine of the community or affected neighborhood. (Ord. 1131, 2015)

Your event application is due twenty (20) days prior to the event if you are a small event or street party; thirty (30) days prior if you are a medium event; and sixty (60) days prior if you are a large event.

ONLY COMPLETE APPLICATIONS WILL BE ACCEPTED.

Please ensure that your Special Event Application has been approved by the City before you promote, market or advertise your event. Conditional approval may be made after the event organizer submits the application and it is initially screened by City staff. Acceptance of your Special Event Application is neither a guarantee of the date or location nor an automatic approval of your event.

Medium and large events must have a pre-application meeting with the City. It is recommended that all events do a walk-through with City Administration prior to submission of application.

Smoking is prohibited in the following outdoor public places: (Ord. 1105, 2013)

- On any "public property"
- Within twenty (20') feet of all designated bus stops
- On all school property, including public and private elementary, secondary, vocational, and trade schools or colleges
- Within any designated "special event zone," unless the "special event zone" has a designated and delineated smoking area identified in an approved Ketchum special event permit application

All events are required to attend a debrief with City staff within five (5) days following the event.

All fees are non-refundable.

Any violation of the conditions of approval for an event, or the event not operating in the manner identified in the event application, may result in the event being canceled or shut down. In addition, if the event is a reoccurring event, future application may be denied. (Ord. 1131, 2015)

Completed applications can be submitted via email to events@ketchumidaho.org or by mail or hand delivery to City of Ketchum, P.O. Box 2315 | 191 5th St. West, Ketchum, ID 83340.

If you have questions, please contact Eryn Alvey: events@ketchumidaho.org or 208-727.5077.

WHAT SIZE IS YOUR EVENT?			
<input type="checkbox"/> Street Party (\$100.00) **RESIDENTIAL NEIGHBORHOOD LOCATION ONLY** A special event that requires a one-block street closure, no more than 6-hour road closure, is a single occurrence with anticipated attendance under three hundred (300) people, is self-organized by a local Ketchum organization, its publicity is focused on Wood River Valley residents and businesses, and a limited number of vendors (1 food, 1 beverage, 1 merchandise).	<input type="checkbox"/> Small Event (\$100.00) Special events that do not require a street closure, are a single occurrence, and have an anticipated attendance under one hundred (100) people.	<input type="checkbox"/> Medium Event* (\$400.00) Special events that require a street closure of one day or less; or have an anticipated attendance between one hundred (100) and four hundred (400) people; or a weekly event that takes place up to, but not more than, four (4) consecutive weeks.	<input checked="" type="checkbox"/> Large Event* (\$800.00) Special events requiring a street closure of more than one day; or have an anticipated attendance over four hundred (400) people; or a weekly event that takes place more than four (4) consecutive weeks.
*City requires pre-application meeting prior to application submittal.			
GENERAL INFORMATION:			
Please provide a detailed narrative and timeline, including a description of activities to understand the theme, activities, purpose, and benefit of your event to the community.			
Applicant should provide a good faith estimate of expected number of participants.			
An alternate location should be listed if your event cannot be accommodated at your requested location.			
If fees are associated with your event, such as registration or entry fees, you must obtain a sales tax permit. Permit applications can be accessed at www.ketchumidaho.org/forms or at the Ketchum City Hall.			
Event Name: Sun Valley Ketchum Rotary Brewfest			Event Date: 6/22/2024
Event Description and Purpose (who is the event supposed to attract, what is the purpose of the event, etc.): This will attract local and tourist to taste beer. It is a fundraiser for the Rotary Club Scholarship fund			
Location of Event: Town Square		Alternate Location:	
Expected Number of Participants: 1,200		Admission Fee* (per person): \$40	
*Ticket sales for entry, registration, etc. for events taking place within Ketchum city limits are subject to sales tax.			
Number of Staff Working at Event: 0		Number of Volunteers Working at Event: 25	
EVENT COORDINATION:			
Visit Sun Valley manages the event schedule for the City of Ketchum and its neighboring cities. Please contact them (info@visitsunvalley.com or 208-726-3423) and make the City aware of events on or around the date of your proposed event.			
Have you contacted Visit Sun Valley for information on events taking place on or around the date of your event?			<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
List the events taking place on or around the date of your event: Advocates Color Our World Event/Sun Valley Museum event			
EVENT SCHEDULE:			
Provide the date and time requested to set up and breakdown your event along with the date/time during which the event will take place.			
Set Up 8:00 am	Date: 7/22/2024	Time:	
Event Starts 12:00pm	Date: 7/22/2024	Time:	
Event Ends 5:00pm	Date: 7/22/2024	Time:	
Clean	Date:	Time:	

APPLICANT INFORMATION:

The applicant must be the chief person of the organization, or an assigned representative authorized to apply on behalf of the organization and plan the event. This person must be available to work closely with the City throughout the permitting process and event.

On-site contact must be accessible at all times from set-up to breakdown of the event.

If your event has more than one contact, in addition to the applicant, please list their information under "Other Contact."

Organization Name: Ketchum Sun Valley Rotary Club			
Are you a non-profit corporation?		<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Applicant Name: Shannon Nichols		Title: Club Memeber	
Organization Address: PO BOX 989			
City: Ketchum, ID 83340		State:	Zip:
Phone: 503-310-6393		Cell:	
Email: shannon@theadvocatesorg.org			
On-Site Contact: Shannon Nichols		Title: Club Memeber	
Address: 561 W MEadow Drive			
City: Hailey		State: ID	Zip: 83333
Phone: 503-310-6393		Cell:	
Email:			
Emergency Contact: Ed Sinnott			
Phone: 208-471-0117		Cell:	
Email:			
Other Contact (such as media, professional event organizer, event service provider or commercial fundraiser hired for this event):			

USE OF CITY FACILITIES, PARKS, AND STREETS:

If you are requesting the use of a public park, the City will assist with your park reservation.

City will advise if applicant will be responsible for production, posting and removal of required signage, such as "No Parking," etc.

As an event organizer, you are required to comply with all City, County, State and Federal Disability Access requirements applicable to your event. All temporary venues, related structures and outdoor sites for special events shall be accessible to persons with disabilities. Disability access includes, but is not limited to, restrooms, clear paths of travel, vendor booth accessibility, building entrances, etc.

If your event includes a road closure request, please contact Ben Varner at Mountain Rides at 208-788-7433 **prior to submittal of application** to ensure the closure will not conflict with their bus schedules.

Temporary Traffic Control Plans (TTCP) must be prepared by a qualified firm for review by the Director of Streets and Facilities.

If your event requires a road closure on Main Street, please contact Deb Pierson at deb.pierson@itd.idaho.gov or 208-886-7839 for permit application.

If you are requesting use of city facilities, parks, or streets, please indicate below:

PARKS AND TOWN SQUARE

<input type="checkbox"/> Atkinson Park	<input type="checkbox"/> Forest Service Park
<input type="checkbox"/> Rotary Park	<input type="checkbox"/> Lucy Loken Park
<input type="checkbox"/> Other:	<input checked="" type="checkbox"/> Town Square
Daily Park Reservation Fees:	<input type="checkbox"/> Up to 100 People (\$160) <input checked="" type="checkbox"/> 101 People or More (\$320)

DESIGNATED EVENT LOCATIONS* (\$100.00)

*All other road closures are subject to a \$500 fee and City Council approval. Road closures on Main Street require an Idaho Transportation Department permit.

<input checked="" type="checkbox"/> Fourth Street between Leadville and East Avenues	<input type="checkbox"/> First Avenue between River and First Streets
<input type="checkbox"/> First Avenue between Second Street and Sun Valley Road	<input type="checkbox"/> First Avenue between Sun Valley Road and Fourth Street
<input type="checkbox"/> First Avenue between Fifth and Sixth Streets	<input type="checkbox"/> Picabo Street between Gates Road and Ritchie Drive
<input type="checkbox"/> Washington Avenue between River and First Streets	

Fees for non-designated locations:	Street Party \$100	Medium/Large Events \$500
List dates, times, and location for street closure requests: 6/22/2024 8:00am-6:00 pm		
Also closing East Avenue, between Sun Valley Road and 4th Street		
Name of person supervising street closure: David Petrie		
Cell Phone: 503-310-6393	Email:	
How many staff and volunteers will be managing the street closure? 4		
How will staff and volunteers manage the street closure? (ex.: 1 staff person at entrance and 1 at exit of road closure to manage vendors, 2 staff people to make sure road closure signage is removed after event ends)		
EVENT SITE PLAN:		
To ensure the appropriate review of your event, please submit your site plan including all checklist elements, utilizing indicators listed on application. Omission of any checklist elements constitutes an incomplete application. Your site plan must be scaled to accurately represent the location of ALL tents, vendors, etc. For events that have a route, such as races, please include a route map.		
Site plan locations of all temporary structures and large vehicles must be approved by the City. Written approval is required for obstructions to visibility and access to businesses and property owners surrounding the event.		
Fire hydrants, sidewalk curb breaks used for ADA accessibility and alley entrances may not be blocked at any time.		
City review of your load-in, load-out schedule for all vendors, equipment, etc. is required.		
On a separate piece of paper, provide a Site Plan of the event. Site Plan must be scaled to accurately represent the location of all items listed below (if applicable).		
<input type="checkbox"/> Alcohol Vendors (A)	<input type="checkbox"/> Barricades (B)	<input type="checkbox"/> Beverage Vendors (BV)
<input type="checkbox"/> Bleachers (BL)	<input type="checkbox"/> Electricity/Generator (EL)	<input type="checkbox"/> Fire Extinguishers (EX)
<input type="checkbox"/> Fire Lane (FL)	<input type="checkbox"/> First Aid/EMS (FA)	<input type="checkbox"/> Food Vendors (FV)
<input type="checkbox"/> Garbage Receptacles (G)	<input type="checkbox"/> Hand Washing Sink (HWS)	<input type="checkbox"/> Portable Toilets (T)
<input type="checkbox"/> Recycling Receptacles (RR)	<input type="checkbox"/> Retail Merchants (RM)	<input type="checkbox"/> Security (P)
<input type="checkbox"/> Stages or Amplified Sound (SO)	<input type="checkbox"/> Tents (X)	<input type="checkbox"/> Trailers, Vehicles, Storage (TR)
Have you contacted Mountain Rides to advise of the street closure request?		<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
*NOTE: The State of Idaho adopted the Manual for Uniform Traffic Control Devices (MUTCD) as a minimum standard for traffic control. The city is legally obligated to require a temporary traffic control plan (TTCP) pursuant to MUTCD standards for anyone using the right-of-ways for any purpose, including special events. A TTCP must be submitted for Street Division review. <i>Applications will not be accepted without a TTCP prepared by a qualified firm.</i>		

TEMPORARY STRUCTURES:

All temporary structures are subject to inspection by the city to assure compliance with building and International Fire Code regulations. (Ord. 1125, 2014)

Tent stakes are not allowed in any City parks, including Town Square. All tents must be weighted down.

All tents having an area more than 200 square feet shall require advance permitting through the Fire Department unless open on all sides. Tents which can hold over 50 or more occupants must provide the Fire Department with a detailed site and floor plan detailing means of egress, seating capacity, location, and type of heating and electrical equipment.

Tents, canopies, or membrane structures shall not be located within 20 feet of lot lines, buildings, other tents, canopies or membrane structures, parked vehicles or internal combustion engines.

Tents must meet the flame propagation performance criteria of NFPA 701.

Combustible materials shall not be located within any tent, canopy, or membrane structure in use for public assembly.

All open flame devices are strictly prohibited within tents unless approved by the fire code official.

Any cooking performed within tents shall require advance approval by the Fire Department.

Will your event have temporary structures, including 10' x 10' pop-up tents? Yes* No

*Describe the size, number, use and assembly and disassembly plan: We will 40 pop up 10 x 10 tents for brewers. They will be set up at 10:00 and taken down at 5:00pm

TRANSPORTATION AND PARKING:

Parking for event organizers, volunteers, vendors and others associated with the production of the event is restricted to long-term parking areas and may not use 2-hour parking spaces.

Where will you direct event attendees to park vehicles? yes

Will the event provide transportation services to the event? Yes* No

*Describe the transportation services: We will encourage people to ride their bikes, or use public Transportaion

CITY SERVICES REQUESTS:

Please let us know what City services you need so that we can help you find a solution.

Police services request for (indicate dates and times needed):

Security Traffic Control Parking Control Escort N/A

The Chief of Police will determine the number of police officers to staff the event. The Chief of Police also determines if police services will be needed at a special event for public safety concerns. Fees may be associated with the need for additional police services.

Fire/EMS services request (indicate dates and times needed):

Ambulance Fire Engine N/A

The Fire Chief will determine availability and approval of the request. The Fire Chief also determines if Fire/EMS services will be needed at a special event for public safety concerns. Fees may be associated with the need for Fire/EMS services.

Will your event use city infrastructure such as bathrooms and trash receptacles? Yes* No

*Fees may be associated with the use of city bathrooms and trash receptacles.

PORTABLE RESTROOMS AND HANDWASHING:

Applicant may be required to provide an adequate number of portable restrooms and handwashing stations at the event. The city's public restrooms should not be included in the calculation. Please utilize the Satellite Industries Restroom Calculator at www.satelliteindustries.com/calculator to assist in estimating the needs for your event.

Applicant is responsible for ensuring all equipment is placed where located on site plan.

Restroom Company: Cleer Creek Disposal

Number of Portable Restrooms: As determined by city Number of Handwashing Stations: as determined by city

Restroom Drop Off 6/21/2024 Date: Time: 4:00 pm

Restroom Pick Up 6/22/2024 Date: Time: 6:00 PM

ELECTRICITY, MUSIC AMPLIFICATION AND LICENSING:

Electricity is available at most designated event locations. The Facilities and Maintenance Division can assist with your electrical needs. Please request a walk-through to ensure the City can accommodate your needs.

Noise generated by special events must meet the conditions outlined in the Ketchum Municipal Code, Section 9, chapter 08.040, Loud or Unnecessary Noises.

Zone	10 p.m. to 7:30 a.m.	7:30 a.m. to 7 p.m.	7 p.m. to 10 p.m.
LR, LR-1, LR-2, GR-L, GR-H, T, T-3000, T-4000	50 dBA	90 dBA	55 dBA
MH, STO-4, STO-1, STO-H, RU, AF, FP, A, ADU, AHO	50 dBA	90 dBA	55 dBA
CC	60 dBA	90 dBA	65 dBA
LI-1, LI-2, LI-3	70 dBA	90 dBA	75 dBA

The City of Ketchum is licensed with three major performing rights organizations; ASCAP, BMI and SESAC. Anyone playing live or prerecorded music on Ketchum’s public property is required to pay a license fee of \$10.00 to be covered under Ketchum’s license. The fee may be waived for applicants showing proof of license with the appropriate organization or by certifying that all music played or performed is original and free of licensing requirements.

Do you have electrical needs? Yes* No

* The Facilities and Maintenance Division will assist with the request based upon availability. Please note that some areas do not have electricity access.

Will your event have amplified sound? Yes* No

*Please review approved noise levels stated in guidelines.

Will live or prerecorded music be played? Yes* No

*Licensing fee of \$10.00 is required. Fee may be waived for applicants showing proof of license with the appropriate organization or by certifying that any and all music played or performed is original and free of licensing requirements.

TRASH AND RECYCLING:

The trash receptacles located on public property, including city parks and Town Square, and public restrooms should not be included in the waste removal plan.

As an event organizer, you are responsible for the waste generated by your participants, spectators, and vendors, as well as the associated costs of disposal. All designated staff and volunteers for trash and recycling management during and after your event must wear identifiable clothing, such as t-shirts of a similar color labeled event management. For assistance in estimating your dumpster and recycling needs, contact the Environmental Resource Center (recycling) and Clear Creek Disposal or Independent Rubbish Service (trash).

Applicants are responsible for cleaning during and after the event and restoring the site immediately following the event. Please pick up all trash associated with your event including but not limited to paper, bottles, cans, signs, course markings, etc. **All city trash cans must also be left empty.** The cost of any employee overtime incurred because of an applicant’s failure to clean/restore the site following the event, which exceeds the applicant’s \$250 deposit, will be borne by the applicant and will be considered in future application requests. If you believe that no litter will be generated during your event, please state this in your plan.

City requires all special events to strive to be sustainable in our community and for our environment. We have partnered with ERC to offer opportunities to help your special event to be as “green” as possible. The City requires a plan for collection and removal of recyclable materials during and after event. Recycling receptacles located in the City’s parks and public right of ways and public restrooms should not be included in the recycling collection and removal plan. See contacts listed above for assistance in formulating your recycling plan. Applicants are responsible for cleaning and restoring the site immediately following the event. If you believe that no recyclable materials will be generated during your event, please state this in your plan.

Have you contracted for trash dumpster(s)? Yes No

How many? as needed What size?

Have you contracted for recycling dumpster(s)? Yes No

How many? as needed What size?

If you need assistance with calculations for trash and recycling dumpsters, please contact Environmental Resource Center for recycling information and Clear Creek Disposal or Independent Rubbish Service for waste disposal information.

If you marked “no,” describe how you will handle trash and recycling materials at the end of your event.

Name of person supervising trash and recycling: Ed Sinnott

Cell Phone: 208-471-0117 Email: shannon@theadvocatesorg.org

How many staff and volunteers will be managing trash and recycling? 4

How will staff and volunteers manage trash and recycling during and after the event? (ex.: 2 staff dedicated to monitoring containers, all staff members making a sweep through premises after event ends)

4

CONCESSIONS:
The City of Ketchum’s Resolution 19-013 prohibits the sale and distribution of single-use plastic water bottles, plastic straws, plastic bags, or to-go food containers made of plastic or Styrofoam at all city-owned properties and facilities and city events. The Applicant is responsible to ensure vendors do not distribute these items on City property. Applicant shall take all measures necessary to comply with applicable alcohol dispensing laws and regulations, including the prevention of sales to and consumption by minors and the prohibition of consumption off the authorized premises. All ID’s must be checked, and ID bracelet system may be required. Sales tax permits are required for all vendor sales. Catering permits are required for sales of food and alcoholic beverages. These permits are not included in the special event application. Permit applications can be accessed at www.ketchumidaho.org/forms or from the City Clerk office at City Hall. Please contact South Central Public Health District at 208-788-4335 information on requirements for food vendors.

Will any of the following be served at your event:

Alcoholic Beverages Food Merchandise

All vendors should collect state and local sales tax. Vendors serving alcoholic beverages and food must hold a Catering Permit. Sales Tax information and Catering Permits can be obtained from the City Clerk office. **A LIST OF VENDORS PARTICIPATING IN YOUR EVENT MUST BE ATTACHED TO THIS APPLICATION OR SUBMITTED TEN (10) DAYS PRIOR TO EVENT. SALE AND DISTRIBUTION OF SINGLE-USE PLASTIC WATER BOTTLES, PLASTIC STRAWS, PLASTIC BAGS, AND TO-GO FOOD CONTAINERS MADE OF PLASTIC OR STYROFOAM IS PROHIBITED AT ALL CITY-OWNED PROPERTIES, CITY-OWNED FACILITIES AND CITY EVENTS. (Resolution 19-013)**

BANNERS:
If you would like to reserve space for an over the road banner, please submit complete application to the Special Events Manager. Application can be found here: www.ketchumidaho.org/forms

BUSINESS AND/OR PROPERTY OWNER NOTIFICATION

- Please start the notification process within five (5) days of the city deeming your application complete.
 - Special events are required to notify businesses and/or property owners of the date, time, venue, and purpose of event within five (5) days of city receipt of the special event application. Written notice shall be emailed, mailed or hand-delivered to property owners and businesses adjoining the proposed venue. City staff will provide the list and available contact information. Property owners and businesses have seven (7) days in which to submit comments regarding the proposed special event to the city.
 - For all events, City staff may elect to provide additional noticing based on the size, location, and scope of the event. Additional noticing may include, but is not limited to, newspaper advertisements and physical mailing to adjacent property owners or business owners. (Ord. 1151, 2015)
 - Producer is required to submit acknowledgements of notices to the city, from businesses and property owners adjoining the proposed venue and additional noticing that may be required, within 15 days of the city’s certification of a complete application. This may be done by providing an email response or a written signature response from the recipient.
- *For events with amplified sound, producer must notice businesses and property owners in a 250-foot radius of the event location. Contact list will be provided by the city. Those businesses and properties owners outside of the adjacent and required additional notice locations may receive their notification via U.S. Postal Service. Producer must provide the city with certification that those notices have been mailed.

BUSINESS AND/OR PROPERTY OWNER NOTIFICATION

City Staff may require additional noticing based on the size, location, and scope of the event. Additional noticing may include, but is not limited to, newspaper advertisements and physical mailing to adjacent property owners or business owners. (Ord. 1151,2015)

INSURANCE REQUIREMENTS

Attach a certificate of public liability insurance pursuant to the following requirements of Title 12, Chapter 12.32 of the Ketchum Municipal Code. Every applicant, at its sole cost and expense, shall obtain and maintain in full force and effect throughout the entire term of the licensed special event public liability insurance in the amount of one million dollars (\$1,000,000.00) per person and one million dollars (\$1,000,000.00) per accident. In addition, every applicant, at its sole cost and expense, shall obtain and maintain public liability insurance for property damage in the amount of one million dollars (\$1,000,000.00). Certificates of such insurance shall be filed concurrently with the application for the special event and will include an endorsement stating that the City of Ketchum is named as an additional insured and that said insurance will not be canceled or altered by the insurance company or applicant without ten (10) days prior written notice of such intended alteration or cancellation to the City. Current certificates of such insurance shall be always kept on file during the term of the special event. (Ord. 669 § 7, 1995)

SIGNIFICANT EVENT CHANGES

Has this event been approved in the City of Ketchum in previous years? Yes* No

*If yes, please indicate any significant changes to the event request since its last approval:

HAVE YOU ATTACHED OR OBTAINED THE FOLLOWING?

<input type="checkbox"/> Payment & Deposit	<input type="checkbox"/> Proof of Insurance	<input type="checkbox"/> Temporary Traffic Control Plan
<input type="checkbox"/> Site Plan	<input type="checkbox"/> ITD Permit	<input type="checkbox"/> Alcohol Beverage Catering Permit
<input type="checkbox"/> City Sales Tax Permit	<input type="checkbox"/> Notification Form	<input type="checkbox"/> Health Department Permit
<input type="checkbox"/> Vendor List	<input type="checkbox"/> Proof of Music License	<input type="checkbox"/> Other

It is the applicant’s responsibility to contact agencies outside of Ketchum that may be involved in the permit, inspection, sales, convenience, or assistance process connected with your event. Those agencies may include but are not limited to the Idaho Power Company, Intermountain Gas, Idaho Alcohol Beverage Control Board, Idaho Highway Patrol and Blaine County Recreation District (a separate permit is required for use of any portion of the Wood River Trail System).

AUTHORIZATION OF APPLICANT

I have reviewed the completed application and know the contents thereof to be true. I represent and warrant that I have the lawful authority and authorization to execute this application and attached indemnity agreement, for and on behalf of the entity applying for the special event license. I have reviewed the conditions of the Ketchum Municipal Code, Title 12, Chapter 12.32 and do hereby agree to the terms set forth therein. Furthermore, I acknowledge that if I fail to so comply with the criteria and conditions set forth in Title 12, Chapter 12.32, my special event license will be revoked.

Pursuant to Resolution No. 08-123, any direct costs incurred by the city of Ketchum to review this application will be the responsibility of the applicant. Costs include but are not limited to engineer review, noticing, and copying costs associated with the application. The city will require a retainer to be paid by the applicant at the time of application submittal to cover said associated costs. Following a decision or other closure of an application, the applicant will either be reimbursed for unexpended funds or billed for additional costs incurred by the city.

Signature of Applicant: Shannon Nichols Date: 11/28/2023

LICENSE FEES		
Event Category	Event Fees	Amount or N/A
Application Fee	\$100, \$400 or \$800	\$ 800
Road Closure Fee	\$100 or \$500	\$ 500
Park Reservation Fee (per day)	\$160 or \$320	\$ 320
Facility Fee (per day)	\$150 or N/A	\$ 150
Music License Fee	\$10 or attach proof of licensure	\$ 10
Deposit	\$250 (Street Party / Small Event) \$500 (Medium / Large Events)	\$ 500
	TOTAL FEES	\$ 2280

INDEMNIFICATION AGREEMENT

In connection with sponsoring the event described in the attached application, a "Special Event" to be held in Ketchum, and as a condition of obtaining a license therefore, Ketchum Sun Valley Rotary, (hereafter referred to as "Applicant"), agrees that Applicant shall indemnify and save and hold harmless the City of Ketchum, (hereafter referred to as "City"), 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. In addition, Applicant shall maintain and specifically agrees that it will maintain, throughout the course of the "Special Event" liability insurance in which City shall be named insured in the minimum amount as specified in Title 12, Chapter 12.32. The limits of insurance shall not be deemed a limitation of the covenants to indemnify and save and hold harmless City from and for all such losses claims, actions, or judgments for damages or liability to persons or property. Applicant shall provide City with a Certificate of Insurance evidencing Applicant's compliance with the requirements of this paragraph and file such proof of insurance with City Administration.

DATED this 11/28/2023 day of _____, 20_____.

Signature of Applicant: shannon Nichols

STATE OF IDAHO

County of Blaine

On this _____ day of _____, 20_____, before me, a Notary Public in and for the State of Idaho, personally appeared _____, known to me, or proved to me upon satisfactory evidence to be the person whose name is subscribed to the within instrument, and acknowledged to me that he/she executed the same.

WITNESS my hand and official seal.

Notary Public: _____

Residing at: _____

Commission expires: _____

AFFIDAVIT

This affidavit certifies that the Rotary Brewfest special event taking place at Ketchum Town Square on June 22 meets the following description of a special event as defined in Ketchum Municipal Code Chapter 12.32.010 Definitions.

Special event: The temporary use of public property, including streets, parking lots, parks and waterways, for the purpose of conducting certain public events such as, but not limited to, art shows, music concerts, fundraising events, amusement attractions, circuses, carnivals, rodeos, craft fairs, sporting events, contests, dances, tournaments, walkathons, marathons, races, exhibitions or related activities. In addition, a "special event" is any public event which could reasonably be interpreted to cause significant public impact via disturbance, crowd, traffic/parking or disruption of the normal routine of the community or affected neighborhood.

This affidavit further certifies that the following documents will be provided to complete the application no later than 10 (ten) days prior to the event or on June 22. Please check all that apply.

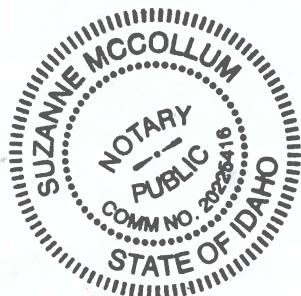
- Site Plan
- Certificate of Insurance
- ITD Permit
- Temporary Traffic Control Plan (TTCP)

Shannon Nichols
 Event Organizer's Name
[Signature]
 Event Organizer's Name
Sun Valley Ketchum Brewfest
 Organization or Business Name
4/16/24
 Date

NOTARY ACKNOWLEDGEMENT

On this 16 day of April, 2024, before me, Shannon Nichols, personally appeared [Signature], known to me (or satisfactorily proven) to be the person whose name is subscribed to the within Affidavit, and, being first duly sworn on oath according to law, deposes and says he/she has read the forgoing Affidavit subscribed by him/her, and that the matter stated herein are true best of his/her information, knowledge and belief.

Official seal:



[Signature]
 Notary Public
KETCHUM IDAHO
 Address:
 My Commission expires: 11.15.28

Ketchum Fire Department – Temporary Use Permit Fees

All inspections and fees must be set up and processed through the
Ketchum Fire Department – 208.726.7805

PERMIT(S) ISSUED DIRECTLY FROM THE KETCHUM FIRE DEPARTMENT

Temporary use permit fees include one plan review and one inspection during normal business hours. Expedited plan reviews, additional inspections, inspections outside normal business hours, Firewatch personnel, standby personnel and apparatus require additional fees.

- Open Burning:
 - An operational permit shall be required for the kindling or maintaining of an open fire and is subject to the approval of the Fire Marshall. (\$100.00)

- Temporary Use:
 - Carnival, Fair, Circus, Haunt, or Other Public Special Event – 30 days (\$200.00)
 - Tent or Membrane Structure >400 sq. ft. (\$100.00)
 - Additional tent(s) per event \$50/each
 - Special Event Structure >400 sq. ft. (\$100.00)
 - Outdoor Assembly Event where planned attendance exceeds 1000 persons. (\$200.00)

Ketchum/Sun Valley Brewfest

to be placed at 5th

to be placed at alley



Event Site / Closure area





City of Ketchum

CITY COUNCIL MEETING AGENDA MEMO

Meeting Date: Staff Member/Dept:

Agenda Item:

Recommended Motion:

Reasons for Recommendation:

- The Chateau Drug Design Review application (File No. P24-024) was administratively approved on April 29, 2024, for minor exterior renovations associated with the building permit (File No. 24-KET-00138) for a 205 square foot addition and interior remodel.
- Deliveries for Chateau Drug have historically been conducted in a manner that blocks 5th Street and Leadville Ave. These deliveries often occur during peak traffic periods and create significant safety issues for vehicles, pedestrians, and bicyclists due to the lack of sight distance and ability to use designated travel lanes.
- Chateau Drug is currently undergoing a renovation which includes the reconfiguration of the loading dock, delivery patterns, and surface parking area along 5th Street and Leadville. No new improvements to the right-of-way along the 5th Street are proposed. Staff find that the reconfiguration of the parking and loading areas reduce safety concerns from the 5th Street and Leadville Ave intersection, remove parking space encroachment into the 5th Street right-of-way, and allow for limited obstruction of traffic during deliveries.
- The project complies with all standards for Right-of-Way Encroachment Permit issuance specified in Ketchum Municipal Code §12.12.060.

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

Sustainability Impact:

Financial Impact:

Attachments:

1. ROW Encroachment Agreement #24908 with exhibits

**RECORDING REQUESTED BY AND WHEN
RECORDED RETURN TO:**

City Clerk, City of Ketchum
PO Box 2315
Ketchum Idaho, 83340

(Space Above Line For Recorder's Use)

RIGHT-OF-WAY ENCROACHMENT AGREEMENT 24908

THIS AGREEMENT, made and entered into this ____ day of ____, 2024, by and between the CITY OF KETCHUM, IDAHO, a municipal corporation ("Ketchum"), whose address is Post Office Box 2315, Ketchum, Idaho 83340 and Giacobbi Square LLC, ("Owner"), whose mailing address is 101 Bullion Street Suite 3C, Hailey, Idaho 83333 and who owns real property located at 451 E 5th Street ("subject property").

RECITALS

WHEREAS, certain improvements exist within Ketchum's right-of-way adjacent to the 5th Street side of the subject property including a rolled curb, asphalt surface, and portions of surface parking spaces as shown in Exhibit "A" attached hereto and incorporated herein (collectively referred to as the "Existing Improvements") and;

WHEREAS, deliveries for businesses located at the subject property have historically been conducted in a manner that blocks the intersection of 5th Street and Leadville Ave. These deliveries are often during peak traffic periods and are creating significant safety issues for vehicles, pedestrians, and bicyclists due to lack of sight distance and ability to use travel lanes as designated and;

WHEREAS, the subject property is undergoing a renovation which includes reconfiguration of the loading dock and delivery patterns for the building and reconfiguration of the surface parking area along 5th Street and Leadville Ave as shown in Exhibit "B" attached hereto and incorporated herein (collectively referred to as the "proposed improvements").

WHEREAS, no new improvements to the right-of-way along 5th Street are proposed;

WHEREAS, following completion of the proposed improvements, Owner wishes to continue the use of the Existing Improvements and right-of-way on 5th Street for deliveries as shown on Exhibit "B".

WHEREAS, Ketchum finds that said use of the Existing Improvements will temporarily impede the use of said public right-of-way during deliveries, however, the reconfiguration of the parking and loading areas reduce safety concerns from the 5th Street and Leadville Ave intersection, remove parking space encroachment into the 5th Street right-of-way, and allow for limited obstruction of traffic during deliveries. Therefore, such use is permitted subject to the terms and provisions of this Agreement;

NOW, THEREFORE, in contemplation of the above stated facts and objectives, it is hereby agreed as follows:

TERMS AND CONDITIONS

1. Ketchum shall permit Owner to use the Existing Improvements on 5th Street as shown in Exhibit "B" adjacent to the subject property until notified by Ketchum.

2. Owner shall provide traffic safety measures in the form of signage, flaggers, cones, and other tools to ensure the safe passage of vehicles, pedestrians, and bicyclists on 5th Street during each delivery for the full duration of the delivery period.

2. Owner shall be responsible for the maintenance of said Existing Improvements and shall repair said Existing Improvements within 14 calendar days upon notice from Ketchum that repairs are needed. Any modification to the Existing Improvements identified in Exhibit "B" shall be approved by the City prior to any modifications taking place.

3. In consideration of Ketchum allowing Owner to use the Existing Improvements in the public right-of-way, Owner agrees to indemnify and hold harmless Ketchum from and against any and all claims of liability for any injury or damage to any person or property arising from the Existing Improvements constructed, installed and maintained in the public right-of-way. Owner shall further indemnify and hold Ketchum harmless from and against any and all claims arising from any breach or default in the performance of any obligation on Owner's part to be performed under this Agreement, or arising from any negligence of Owner or Owner's agents, contractors or employees and from and against all costs, attorney's fees, expenses and liabilities incurred in the defense of any such action or proceeding brought thereon. In the event any action or proceeding is brought against Ketchum by reason of such claim, Owner, upon notice from Ketchum, shall defend Ketchum at Owner's expense by counsel satisfactory to Ketchum. Owner, as a material part of the consideration to Ketchum, hereby assumes all risk of damages to property or injury to persons in, upon or about the Existing Improvements constructed, installed and maintained in the public right-of-way arising from the construction, installation and maintenance of said Existing Improvements and Owner hereby waives all claims in respect thereof against Ketchum.

4. Ketchum shall not be liable for injury to Owner's business or loss of income therefrom or for damage which may be sustained by the person, goods, wares, merchandise or property of Owner, its tenants, employees, invitees, customers, agents or contractors or any other person in or about the Subject Property caused by or resulting from the Existing Improvements constructed, installed, removed or maintained in the public right-of-way.

5. Owner understands and agrees that by maintaining the Existing Improvements in the public right-of-way pursuant to this Agreement, Owner obtains no claim or interest in said public right-of-way which is adverse to that of Ketchum and that Owner obtains no exclusive right to said public right-of-way nor any other right to use the public right-of-way not specifically described herein.

6. In the event either party hereto retains an attorney to enforce any of the rights, duties and obligations arising out of this Agreement, the prevailing party shall be entitled to recover from the non-prevailing party reasonable attorney's fees at the trial and appellate levels and, whether or not litigation is actually instituted.

7. This Agreement shall be governed by, construed, and enforced in accordance with the laws and decisions of the State of Idaho. Venue shall be in the District Court of the fifth Judicial District of the State of Idaho.

8. This Agreement sets forth the entire understanding of the parties hereto and shall not be changed or terminated orally. It is understood and agreed by the parties hereto that there are no verbal promises or implied promises, agreements, stipulations or other representations of any kind or character pertaining to the Existing Improvements maintained in the public right-of-way other than as set forth in this Agreement.

9. No presumption shall exist in favor of or against any party to this Agreement as the result of the drafting and preparation of this document.

10. This Agreement shall be recorded with the Blaine County Recorder by Ketchum.

11. The parties fully understand all of the provisions of this Agreement, and believe them to be fair, just, adequate, and reasonable, and accordingly accept the provisions of this Agreement freely and voluntarily.

OWNER:

By: _____

Chip Atkinson, Managing Member for
Giacobbi Square LLC

CITY OF KETCHUM:

By: _____

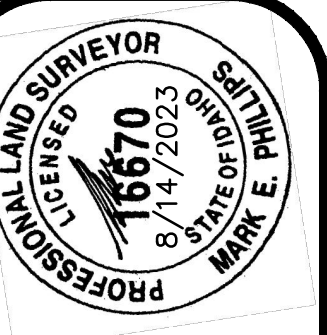
Neil Bradshaw, Mayor

Attest:

By: _____

Trent Donat, City Clerk

EXHIBIT "A"



REUSE OF DRAWINGS
I warrant that the reuse of any portion of this drawing for any project or extension of this project without my agreement in writing with Phillips Land Surveying, PLLC

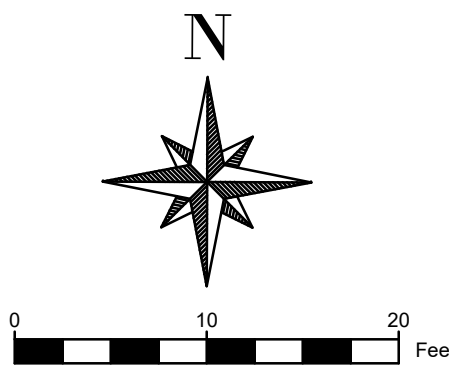
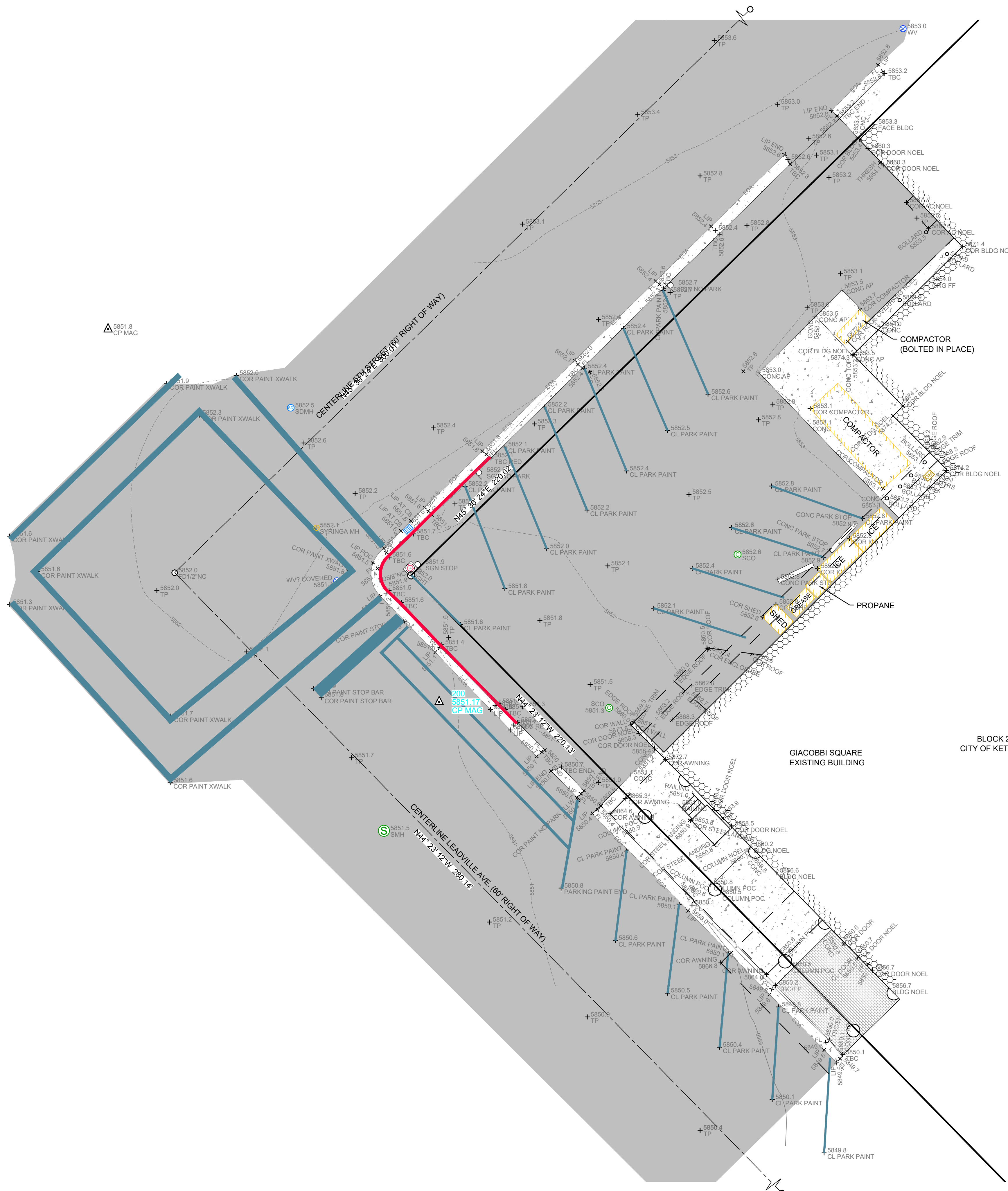
DRN: MEP
CHK: MEP
PM: MEP
DATE: 8/14/23
JOB #: 2023-58

NO	DATE	BY	REVISIONS

PROJECT INFORMATION
CL_CIVIL_5D_PROJECTS\2023-58_Giacobbi Square\Chateau Parking Topo.dwg 08/02/23 4:36:21 PM

PHILLIPS LAND SURVEYING, PLLC
HAILEY, IDAHO
Phone: (208) 720 - 3760
Email: pls16670.id@gmail.com

A TOPOGRAPHIC MAP SHOWING
**A PORTION OF BLOCK 25,
KETCHUM TOWNSITE**
LOCATED WITHIN SECTION 18, T.4N., R.18 E., B.M.,
CITY OF KETCHUM, BLAINE COUNTY, IDAHO
PREPARED FOR BLISS ARCHITECTURE



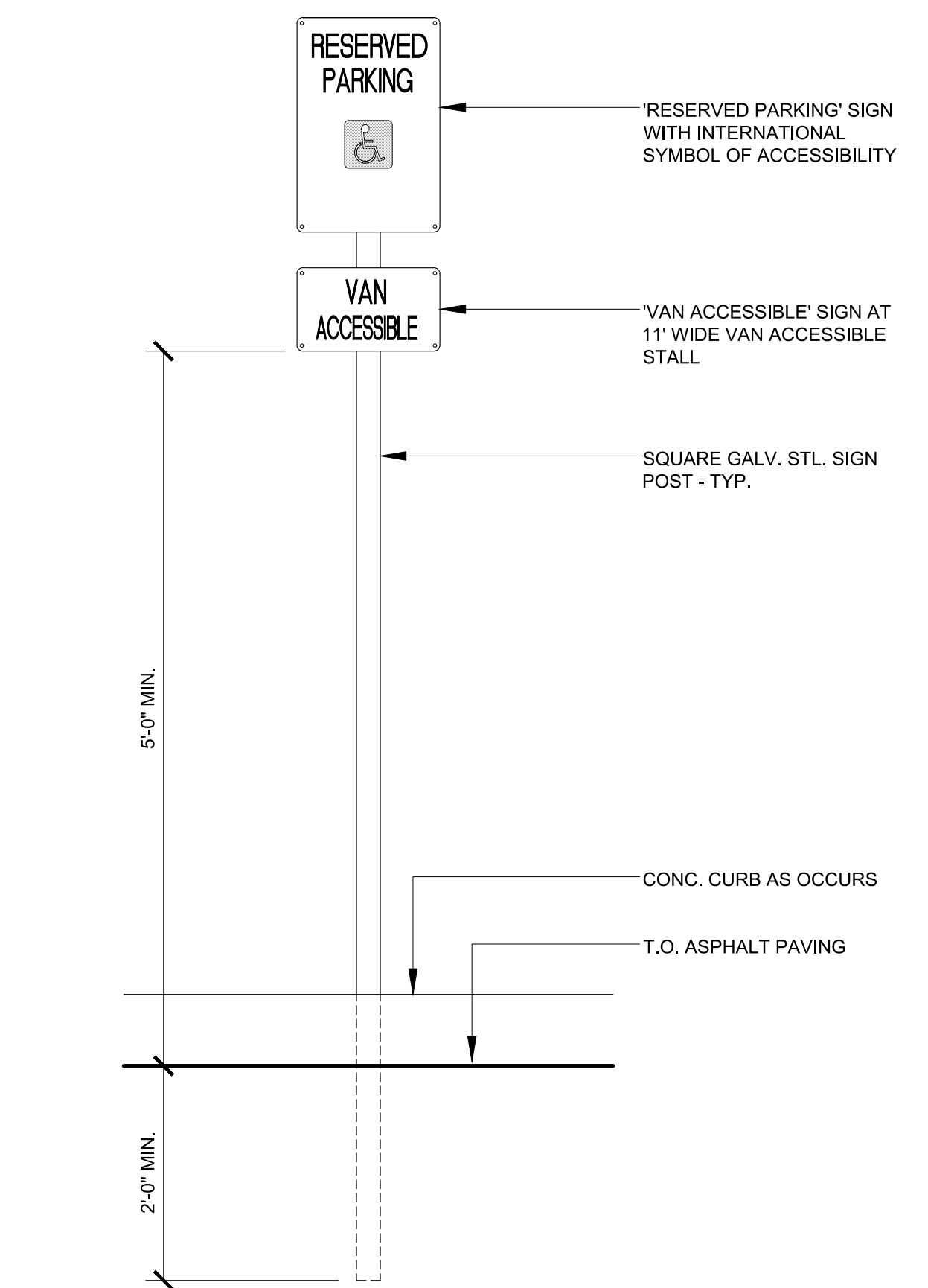
LEGEND

- Property Line
- Centerline of Right of Way
- Roof Line
- Existing Structure
- EOA = Edge of Asphalt
- Asphalt
- Pavers
- Concrete
- 1' Contour Interval
- 5' Contour Interval
- Paint Striping
- Moveable features
- CP = Survey Control
- FD1/2" = Found 1/2" Rebar
- FD5/8" = Found 5/8" Rebar
- SGN = Sign
- Light
- GMTRS = Gas Meters
- WV = Water Valve
- CB = Catch Basin
- SDMH = Stormdrain Manhole
- Syringa Manhole
- SCO = Sewer Cleanout
- SMH = Sewer Manhole
- AC = Air conditioner
- AP = Angle Point
- BLDG = Building
- CL = Centerline
- CONC = Concrete
- COR = Corner
- EP = Edge of Pavers
- FD = Found
- FF = Finish Floor
- FL = Flowline of Gutter
- GRG = Garage
- LIP = Lip of Gutter
- MAG = Magnetic Nail
- NC = No Cap
- NOEL = No Elevation
- POC = Point on Curve
- TBC = Top Back of Curb
- THRESH = Threshold
- TP = Top of Pavement
- XWALK = Crosswalk

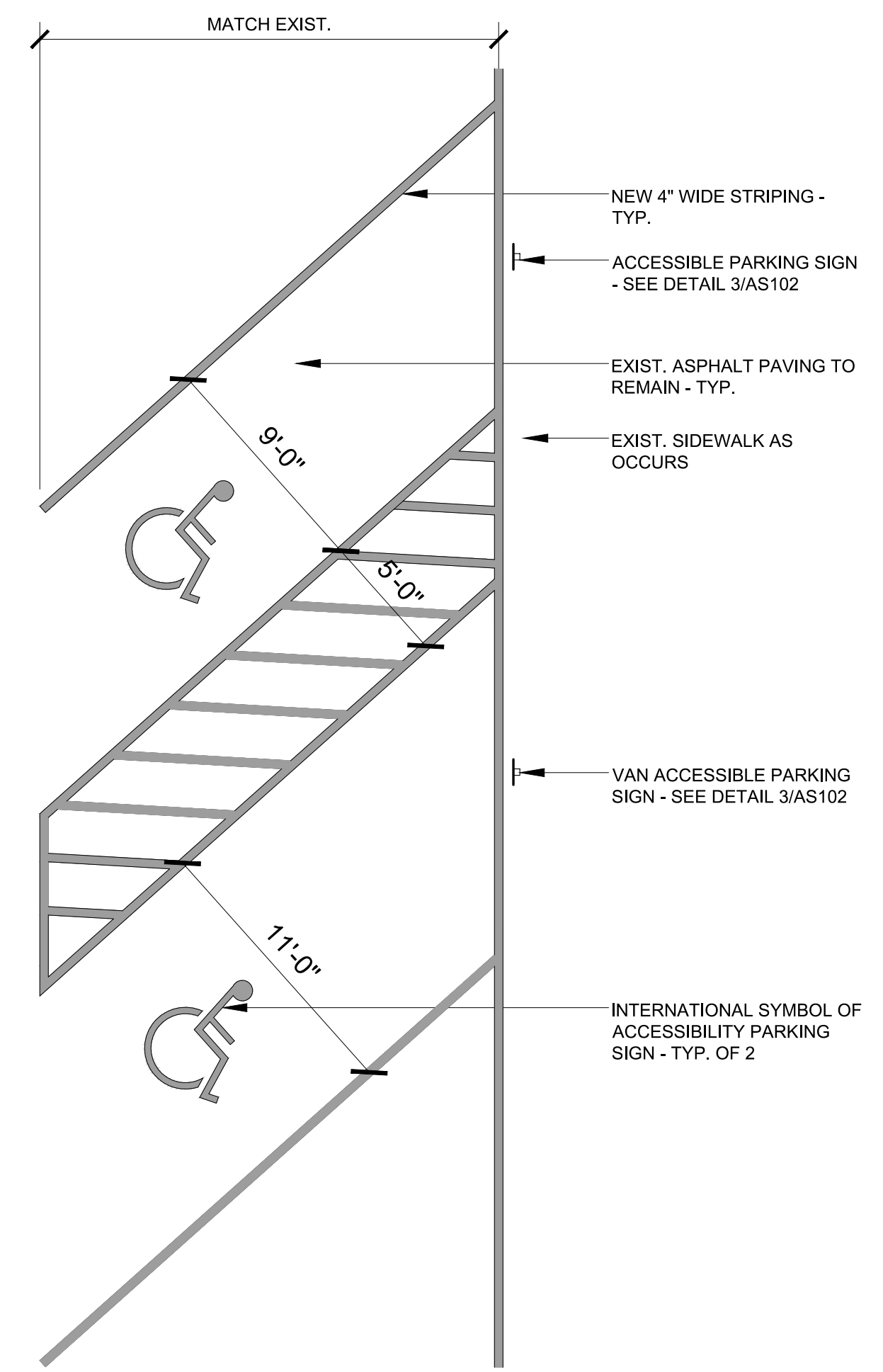
SURVEY NARRATIVE & NOTES:

- 1) THE PURPOSE OF THIS MAP IS TO SHOW TOPOGRAPHIC FEATURES BASED ON FIELD WORK GATHERED ON 8/02/2023 FOR SITE DESIGN AND THE CONTENT IS RELATIVE TO THE INTENDED USE. UNAUTHORIZED CHANGES OR ADDITIONS TO THE EXISTING DATA SHOWN ON THIS MAP IS STRICTLY PROHIBITED. ANY USES OF THIS MAP BEYOND THE STATED PURPOSE REQUIRES THE AUTHORIZATION OF PHILLIPS LAND SURVEYING, PLLC.
- 2) THE BOUNDARY SHOWN IS BASED ON FOUND CENTERLINE MONUMENTS, FOUND LOT CORNER MONUMENT, AND THE PLAT OF THE VILLAGE OF KETCHUM, INSTRUMENT NUMBER 302967, RECORDS OF BLAINE COUNTY, IDAHO.
- 3) VERTICAL CONTROL: NAVD 1988. PROJECT BENCHMARK IS SURVEY CONTROL POINT 200, ELEVATION = 5851.17'
- 4) UNDERGROUND UTILITIES ARE NOT SHOWN. VISIBLE UTILITY FEATURES WERE LOCATED DURING THE COURSE OF THE SURVEY. DIGLINE OR PRIVATE UNDERGROUND UTILITY LOCATING SERVICE SHOULD BE CONTACTED PRIOR TO ANY EXCAVATION.
- 5) THE CURRENT ZONING IS CC, COMMUNITY CORE DISTRICT. REFER TO THE CITY OF KETCHUM ZONING ORDINANCE FOR SPECIFIC INFORMATION ABOUT THIS ZONING DISTRICT.

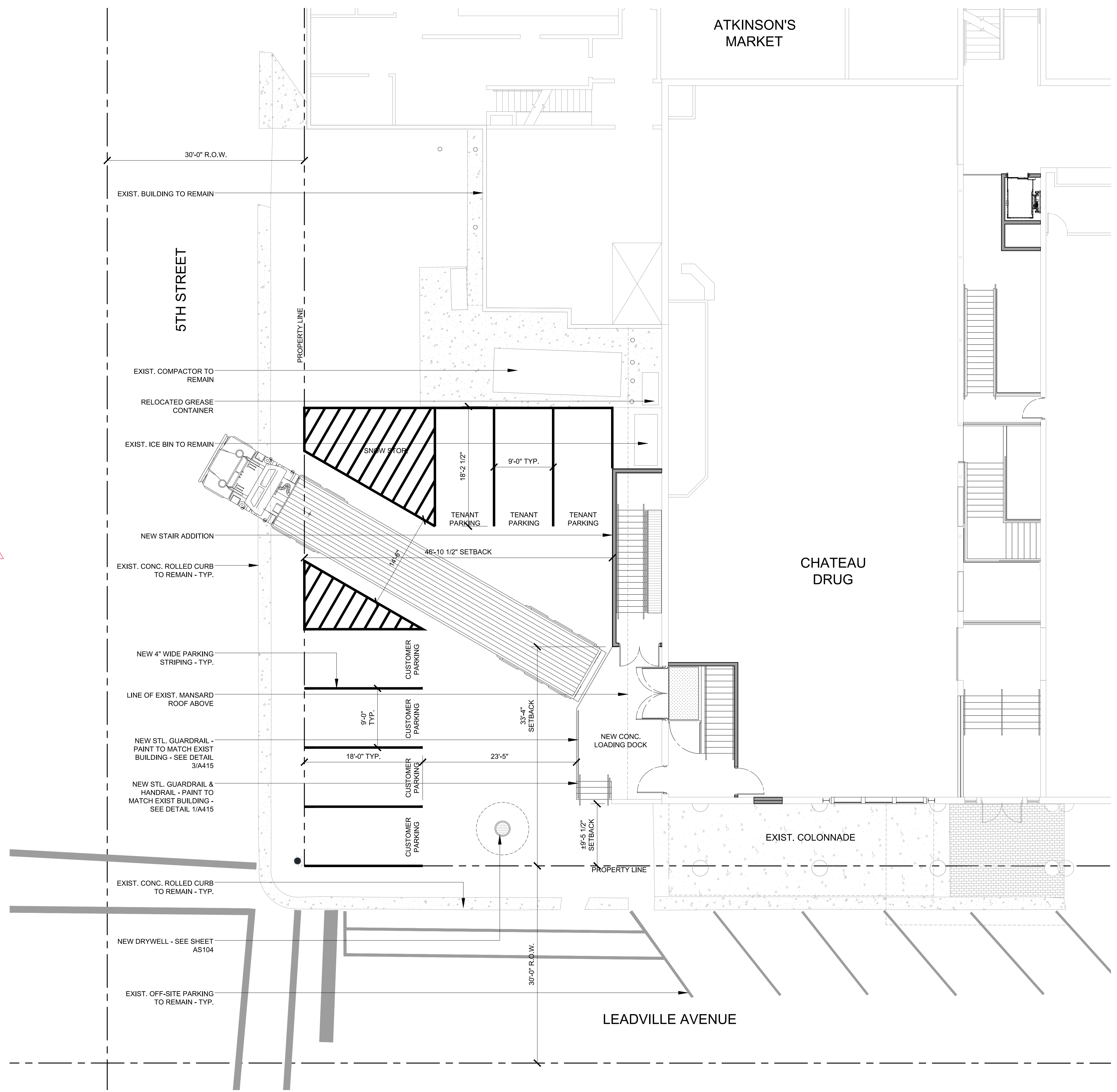
EXHIBIT "B"



TYP. ADA PARKING SIGN
 SCALE: 1" = 1'-0"



ENLARGED PLAN AT ADA PARKING
 SCALE: 3/16" = 1'-0"



PROPOSED ENLARGED SITE PLAN
 SCALE: 1/8" = 1'-0"

THIS DRAWING IS AN INSTRUMENT OF SERVICE. IT REMAINS THE PROPERTY OF BLISS ARCHITECTURE. IT MAY NOT BE REPRODUCED, TRANSMITTED, COPIED, OR USED IN WHOLE OR IN PART WITHOUT THE EXPRESSED WRITTEN CONSENT OF BLISS ARCHITECTURE. IT MAY ONLY BE USED FOR THE ORIGINAL PURPOSE INTENDED.
 COPYRIGHT © 2024, BLISS ARCHITECTURE



City of Ketchum

CITY COUNCIL MEETING AGENDA MEMO

Meeting Date: Staff Member/Dept:

Agenda Item:

Recommended Motion:

Reasons for Recommendation:

-
-

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

Sustainability Impact:

Financial Impact:

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

Attachments:

- | |
|--|
| 1. Townhouse Subdivision Final Plat Application and Supporting Materials |
| 2. Townhouse Subdivision Final Plat |
| 3. Draft Findings of Fact, Conclusions of Law, and Decision |

Attachment A:
Snowbird Townhouse
Subdivision Final Plat
Application



**City of Ketchum
Planning & Building**

OFFICIAL USE ONLY	
Application Number	P23-054A
Date Received:	6/12/23
By:	HLN
Fee Paid:	\$750
Approved Date:	
By:	

Subdivision Application

Submit completed application and payment to the Planning and Building Department, PO Box 2315, Ketchum, ID 83340 or hand deliver to Ketchum City Hall, 480 East Ave. N., Ketchum. If you have questions, please contact the Planning and Building Department at (208) 726-7801. To view the Development Standards, visit the City website at: www.ketchumidaho.org and click on Municipal Code.

APPLICANT INFORMATION			
Name of Proposed Subdivision: SNOWBIRD TOWNHOMES ONE			
Owner of Record: SCOTT J. EDWARDS			
Address of Owner: 13019 NAOMILAWN DRIVE			
Representative of Owner: DAVE PATRIE, GALENA-BENCHMARK ENGINEERING			
Legal Description: LOT 1A, SNOWBIRD SUBDIVISION			
Street Address: 222 BIRD DRIVE			
SUBDIVISION INFORMATION			
Number of Lots/Parcels: 2 SUBLOTS			
Total Land Area: 0.22 ACRE.			
Current Zoning District: GR-L			
Proposed Zoning District: GR-L			
Overlay District: N/A			
TYPE OF SUBDIVISION			
Condominium <input type="checkbox"/>	Land <input type="checkbox"/>	PUD <input type="checkbox"/>	Townhouse <input checked="" type="checkbox"/>
Adjacent land in same ownership in acres or square feet:			
Easements to be dedicated on the final plat: NO NEW EASEMENTS. (EASEMENTS PER PREVIOUS PLAT.)			
Briefly describe the improvements to be installed prior to final plat approval: DRYWELLS, UTILITY SERVICES, HEATED PAVER DRIVEWAY, TOWNHOUSE UNITS			
ADDITIONAL INFORMATION			
All lighting must be in compliance with the City of Ketchum's Dark Sky Ordinance One (1) copy of Articles of Incorporation and By-Laws of Homeowners Associations and/or Condominium Declarations One (1) copy of current title report and owner's recorded deed to the subject property One (1) copy of the preliminary plat All files should be submitted in an electronic format.			

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

Applicant Signature

Date

After Recording Mail to:

THE HELSDON LAW FIRM, PLLC
Attn: Jeffrey Paul Helsdon
P.O. Box 1219
Gig Harbor, WA 98335

QUIT CLAIM DEED

The GRANTOR, Scott J. Edwards, a single man, conveys and quit claims all of right, title and interest in and to the property legally described below, and all after-acquired property therein, to Bird Drive Partners, LLC, a Delaware limited liability company, Grantee, whose current address is: P. O. Box 1219, Gig Harbor, WA 98335:

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

SUBJECT TO: liens, covenants, conditions, and restrictions of record.

Dated this 7th day of February, 2023.

Scott J. Edwards

STATE OF WASHINGTON)) ss.
County of PIERCE)

On this 7th day of February, 2023, before me personally appeared Scott J. Edwards, to me known to be the person who executed the within and foregoing instrument, and acknowledged said instrument to be his free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN UNDER HAND AND OFFICIAL SEAL THIS 7th day of February, 2023.



NOTARY PUBLIC in and for the State of Washington, residing at GIG HARBOR WA
My commission expires: 3/15/25

CLTA LOT BOOK GUARANTEE

ISSUED BY
STEWART TITLE GUARANTY COMPANY
a corporation, herein called the Company

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

GUARANTEES

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

Countersigned by:



Authorized Countersignature

Blaine County Title, Inc.
360 Sun Valley Road
P.O. Box 3176
Ketchum, ID 83340
Agent ID: 120037





Frederick H. Eppinger
President and CEO



David Hisey
Secretary

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

© California Land Title Association. All rights reserved.

The use of this Form is restricted to CLTA subscribers in good standing as of the date of use. All other uses are prohibited.

Reprinted under license or express permission from the California Land Title Association

File No.: 2325063

Lot Book Guarantee (6-6-92)

Page 1 of 3 of Policy Serial No.: G-2222-000089693

GUARANTEE CONDITIONS AND STIPULATIONS

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

© California Land Title Association. All rights reserved.

The use of this Form is restricted to CLTA subscribers in good standing as of the date of use. All other uses are prohibited.

Reprinted under license or express permission from the California Land Title Association

File No.: 2325063

Lot Book Guarantee (6-6-92)

Page 2 of 3 of Policy Serial No.: G-2222-000089693

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

Such Purchase, payment or tender of payment of the full amount of the Guarantee shall terminate all liability of the Company hereunder. In the event after notice of claim has been given to the Company by the Assured the Company offers to purchase said indebtedness, the owner of the indebtedness shall transfer and assign said indebtedness, together with any collateral security, to the Company upon payment of the purchase price.

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

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

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

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

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

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

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

9. Limitation of Liability –

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

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

11. Payment of Loss

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

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

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

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

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

14. Liability Limited to This Guarantee; Guarantee Entire Contract –

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

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

© California Land Title Association. All rights reserved.

The use of this Form is restricted to CLTA subscribers in good standing as of the date of use. All other uses are prohibited.

Reprinted under license or express permission from the California Land Title Association

File No.: 2325063

Lot Book Guarantee (6-6-92)

Page 3 of 3 of Policy Serial No.: G-2222-000089693

**LOT BOOK GUARANTEE
SCHEDULE A**

File No.: 2325063

Guarantee No.: G-2222-000089693

Date of Guarantee: June 01, 2023 at 5:00 P.M.

Liability: \$1,000.00

Premium: \$150.00

A. Assured:

Galena-Benchmark Engineering

B. Assurances, given without examination of the documents listed or referred to and only to the specifically named documents and no others:

1. Description of the land in Blaine County, Idaho:

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

2. The last recorded instrument in the public records purporting to transfer title to said land was:

Quit Claim Deed, recorded as Document No. 698880, conveying said real property to:

Bird Drive Partners, LLC, a Delaware limited liability company

3. That there are no mortgages or deeds of trust describing the land that have not been released or reconveyed by an instrument recorded in the public records, other than those shown below under Exceptions.

4. That there are no contracts for sales, contracts for deed, including memorandums giving notice of such contracts, attachments, tax deed recorded within the last 9 years, which purport to affect the land other than shown below under Exceptions.

C. Exceptions:

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records. Proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by Public Records.

2. Any facts, rights, interests, or claims which are not shown by the Public Records, but which could be ascertained by an inspection of the Land or by making inquiry of persons in possession thereof.

3. Easements, liens, or encumbrances, or claims thereof, which are not shown by the Public Records.

4. Discrepancies, conflicts in boundary lines, shortages in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by the public records.

5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims, or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the Public Records.
6. Any lien or right to a lien for services, labor, equipment or material heretofore or hereafter furnished, imposed by law and not shown by the Public Records.
7. Rights of the state or federal government and/or public in and to any portion of the land for right of way (whether or not such rights are shown by recordings of easements and/or maps in the Public Records by the State of Idaho showing the general location of these rights of way).
8. Minerals of whatsoever kind, subsurface and surface substances, including but not limited to coal, lignite, oil, gas, uranium, clay, rock, sand and gravel in, on, under and that may be produced from the Land, together with all rights, privileges, and immunities relating thereto, whether or not appearing in the Public Records or listed in Schedule B. Stewart makes no representation as to the present ownership of any such interests. There may be leases, grants, exceptions or reservations of interest that are not listed.
9. General taxes for the year 2022, a lien in the amount of \$2,843.88, of which the first half due December 20, 2022 are PAID and the second half are due on or before June 20, 2023. (Parcel No. RPK05240000010)
10. General taxes for the year 2022, a lien in the amount of \$2,594.64, of which the first half due December 20, 2022 are PAID and the second half are due on or before June 20, 2023. (Parcel No. RPK05240000020)
11. General taxes for the year 2023 and subsequent years, which are a lien not yet payable.
12. Water and sewer charges of the City of Ketchum.
13. Ketchum rubbish charges billed by Clear Creek Disposal.
14. Power Line Easement, including the terms and provisions thereof, recorded July 8, 1963 in Book 178 of Deeds at page 35, as [Instrument No. 118840](#), records of Blaine County, Idaho.
15. Notes, Easements and Restrictions, as shown on the official map of Snowbird Subdivision, recorded July 9, 1990 as [Instrument No. 321440](#), records of Blaine County, Idaho.
16. Snowbird Townhomes Lot 2A Phased Townhouse Subdivision Agreement #22765, including the terms and provisions thereof, recorded May 11, 2022 as [Instrument No. 693694](#), records of Blaine County, Idaho.
17. Snowbird Townhomes Lot 1A Phased Townhouse Subdivision Agreement #22765, including the terms and provisions thereof, recorded May 11, 2022 as [Instrument No. 693695](#), records of Blaine County, Idaho.

End of Exceptions

STEWART TITLE GUARANTY COMPANY PRIVACY NOTICE

This Stewart Title Guaranty Company Privacy Notice (“Notice”) explains how Stewart Title Guaranty Company and its subsidiary title insurance companies (collectively, “Stewart”) collect, use, and protect personal information, when and to whom we disclose such information, and the choices you have about the use and disclosure of your information. Pursuant to Title V of the Gramm-Leach Bliley Act (“GLBA”) and other Federal and state laws and regulations applicable to financial institutions, consumers have the right to limit some, but not all sharing of their personal information. Please read this Notice carefully to understand how Stewart uses your personal information.

The types of personal information Stewart collects, and shares depends on the product or service you have requested.

Stewart may collect the following categories of personal and financial information from you throughout your transaction:

1. Identifiers: Real name, alias, online IP address if accessing company websites, email address, account name, unique online identifier, social security number, driver’s license number, passport number, or other similar identifiers;
2. Demographic Information: Marital status, gender, date of birth.
3. Personal Information and Personal Financial Information: Name, signature, social security number, physical characteristics or description, address, telephone number, insurance policy number, education, employment, employment history, bank account number, credit card number, debit card number, credit reports, or any other information necessary to complete the transaction.

Stewart may collect personal information about you from:

1. Publicly available information from government records.
2. Information we receive directly from you or your agent(s), such as your lender or real estate broker;
3. Information about your transactions with Stewart, our affiliates, or others; and
4. Information we receive from consumer reporting agencies and/or governmental entities, either directly from these entities or through others.

Stewart may use your personal information for the following purposes:

1. To provide products and services to you or in connection with a transaction.
2. To improve our products and services.
3. To communicate with you about our, our affiliates’, and others’ products and services, jointly or independently.

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

- a. To fulfill or meet the reason for which the information is provided.
- b. To provide, support, personalize, and develop our website, products, and services.
- c. To create, maintain, customize, and secure your account with Stewart.
- d. To process your requests, purchases, transactions, and payments and prevent transactional fraud.
- e. To prevent and/or process claims.
- f. To assist third party vendors/service providers who complete transactions or perform services on Stewart’s behalf pursuant to valid service provider agreements.
- g. As necessary or appropriate to protect the rights, property or safety of Stewart, our customers or others.
- h. To provide you with support and to respond to your inquiries, including to investigate and address your concerns and monitor and improve our responses.
- i. To help maintain the safety, security, and integrity of our website, products and services, databases and other technology-based assets, and business.
- j. To respond to law enforcement or regulator requests as required by applicable law, court order, or governmental regulations.
- k. Auditing for compliance with federal and state laws, rules and regulations.
- l. Performing services including maintaining or servicing accounts, providing customer service, processing or fulfilling orders and transactions, verifying customer information, processing payments.
- m. To evaluate or conduct a merger, divestiture, restructuring, reorganization, dissolution, or other sale or transfer of some or all of our assets, whether as a going concern or as part of bankruptcy, liquidation, or similar proceeding, in which personal information held by us is among the assets transferred.

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

Disclosure of Personal Information to Affiliated Companies and Nonaffiliated Third Parties

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

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

- a. Non-affiliated service providers and vendors we contract with to render specific services (For example, search companies, mobile notaries, and companies providing credit/debit card processing, billing, shipping, repair, customer service, auditing, marketing, etc.)
- b. To enable Stewart to prevent criminal activity, fraud, material misrepresentation, or nondisclosure.
- c. Stewart's affiliated and subsidiary companies.
- d. Non-affiliated third-party service providers with whom we perform joint marketing, pursuant to an agreement with them to jointly market financial products or services to you.
- e. Parties involved in litigation and attorneys, as required by law.
- f. Financial rating organizations, rating bureaus and trade associations.
- g. Federal and State Regulators, law enforcement and other government entities to law enforcement or authorities in connection with an investigation, or in response to a subpoena or court order.

The law does not require your prior authorization or consent and does not allow you to restrict the disclosures described above. Additionally, we may disclose your information to third parties for whom you have given us authorization or consent to make such disclosure. We do not otherwise share your Personal Information or Browsing Information with non-affiliated third parties, except as required or permitted by law.

Right to Limit Use of Your Personal Information

You have the right to opt-out of sharing of your personal information among our affiliates to directly market to you. To opt-out of sharing to our affiliates for direct marketing, you may send an "opt out" request to Privacyrequest@stewart.com, or contact us through other available methods provided under "Contact Information" in this Notice. We do not share your Personal Information with nonaffiliates for their use to direct market to you without your consent.

How Stewart Protects Your Personal Information

Stewart maintains physical, technical and administrative safeguards and policies to protect your personal information.

Contact Information

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

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

Email: Privacyrequest@stewart.com

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

Privacy Notice at Collection for California Residents

Pursuant to the California Consumer Privacy Act of 2018 (“CCPA”) and the California Privacy Rights Act of 2020, effective January 1, 2023 (“CPRA”), Stewart Information Services Corporation and its subsidiary companies (collectively, “Stewart”) are providing this **Privacy Notice at Collection for California Residents** (“CCPA & CPRA Notice”). This CCPA & CPRA Notice supplements the information contained in Stewart’s existing privacy notice and applies solely to all visitors, users, and consumers and others who reside in the State of California or are considered California Residents as defined in the CCPA & CPRA (“consumers” or “you”). All terms defined in the CCPA & CPRA have the same meaning when used in this Notice.

Personal and Sensitive Personal Information Stewart Collects

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

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

Category	Examples	Collected
A. Identifiers	A real name, alias, postal address, unique personal identifier, online identifier, Internet Protocol address, email address, account name, Social Security number, driver’s license number, passport number, or other similar identifiers	YES
B. Personal information categories listed in the California Customer Records statute (Cal. Civ. Code § 1798.80(e)).	A name, signature, Social Security number, physical characteristics or description, address, telephone number, passport number, driver’s license or state identification card number, insurance policy number, education, employment, employment history, bank account number, credit card number, debit card number, or any other financial information, medical information, or health insurance information. Some personal information included in this category may overlap with other categories.	YES
C. Protected classification characteristics under California or federal law	Age (40 years or older), race, color, ancestry, national origin, citizenship, religion or creed, marital status, medical condition, physical or mental disability, sex (including gender, gender identity, gender expression, pregnancy or childbirth and related medical conditions), sexual orientation, veteran or military status, genetic information (including familial genetic information).	YES
D. Commercial information	Records of personal property, products or services purchased, obtained, or considered, or other purchasing or consuming histories or tendencies.	YES
E. Biometric information.	Genetic, physiological, behavioral, and biological characteristics, or activity patterns used to extract a template or other identifier or identifying information, such as, fingerprints, faceprints, and voiceprints, iris or retina scans, keystroke, gait, or other physical patterns, and sleep, health, or exercise data.	YES
F. Internet or other similar network activity.	Browsing history, search history, information on a consumer’s interaction with a website, application, or advertisement.	YES

G. Geolocation data.	Physical location or movements.	YES
H. Sensory data.	Audio, electronic, visual, thermal, olfactory, or similar information.	YES
I. Professional or employment-related information.	Current or past job history or performance evaluations.	YES
J. Non-public education information (per the Family Educational Rights and Privacy Act (20 U.S.C. Section 1232g, 34 C.F.R. Part 99)).	Education records directly related to a student maintained by an educational institution or party acting on its behalf, such as grades, transcripts, class lists, student schedules, student identification codes, student financial information, or student disciplinary records.	YES
K. Inferences drawn from other personal information.	Profile reflecting a person's preferences, characteristics, psychological trends, predispositions, behavior, attitudes, intelligence, abilities, and aptitudes.	YES

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

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

Use of Personal and Sensitive Personal Information

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

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

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

Disclosure of Personal Information to Affiliated Companies and Nonaffiliated Third Parties

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

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

- a. Service providers and vendors we contract with to render specific services (For example, search companies, mobile notaries, and companies providing credit/debit card processing, billing, shipping, repair, customer service, auditing, marketing, etc.)
- b. Affiliated Companies.
- c. Parties involved in litigation and attorneys, as required by law.
- d. Financial rating organizations, rating bureaus and trade associations.
- e. Federal and State Regulators, law enforcement and other government entities

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

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

Your Consumer Rights and Choices Under CPPA and CPRA

Your Rights Under CCPA

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

Access to Specific Information and Data Portability Rights

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

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

Deletion Request Rights

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

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

1. Complete the transaction for which we collected the personal information, provide a good or service that you requested, take actions reasonably anticipated within the context of our ongoing business relationship with you, or otherwise perform our contract with you.
2. Detect security incidents, protect against malicious, deceptive, fraudulent, or illegal activity, or prosecute those responsible for such activities.
3. Debug products to identify and repair errors that impair existing intended functionality.

4. Exercise free speech, ensure the right of another consumer to exercise their free speech rights, or exercise another right provided for by law.
5. Comply with the California Electronic Communications Privacy Act (Cal. Penal Code § 1546 seq.)
6. Engage in public or peer-reviewed scientific, historical, or statistical research in the public interest that adheres to all other applicable ethics and privacy laws, when the information's deletion may likely render impossible or seriously impair the research's achievement, if you previously provided informed consent.
7. Enable solely internal uses that are reasonably aligned with consumer expectations based on your relationship with us.
8. Comply with a legal obligation.
9. Make other internal and lawful uses of that information that are compatible with the context in which you provided it.

Your Rights Under CPRA

CPRA expands upon your consumer rights and protections offered by the CCPA. This section describes your CPRA rights and explains how to exercise those rights.

Opt-Out of Information Sharing and Selling

Stewart does not share or sell information to third parties, as the terms are defined under the CCPA and CPRA. Stewart only shares your personal information as commercially necessary and in accordance with this CCPA & CPRA Notice.

Correction of Inaccurate Information

You have the right to request that Stewart correct any inaccurate information maintained about.

Limit the Use of Sensitive Personal Information

You have the right to limit how your sensitive personal information, as defined in the CCPA and CPRA is disclosed or shared with third parties.

Exercising Your Rights Under CCPA and CPRA

To exercise the access, data portability, deletion, opt-out, correction, or limitation rights described above, please submit a verifiable consumer request to us by the available means provided below:

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

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

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

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

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

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

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

Response Timing and Format

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

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

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

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

Non-Discrimination

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

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

Record Retention

Your personal information will not be kept for longer than is necessary for the business purpose for which it is collected and processed. We will retain your personal information and records based on established record retention policies pursuant to California law and in compliance with all federal and state retention obligations. Additionally, we will retain your personal information to comply with applicable laws, regulations, and legal processes (such as responding to subpoenas or court orders), and to respond to legal claims, resolve disputes, and comply with legal or regulatory recordkeeping requirements

Changes to This CCPRA & CPRA Notice

Stewart reserves the right to amend this CCPA & CPRA Notice at our discretion and at any time. When we make changes to this CCPA & CPRA Notice, we will post the updated Notice on Stewart's website and update the Notice's effective date.

Link to Privacy Notice

Stewart's Privacy Notice can be found on our website at <https://www.stewart.com/en/privacy.html>.

Contact Information

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

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

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

Email: Privacyrequest@stewart.com

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

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

SNOWBIRD TOWNHOMES OWNER'S ASSOCIATION, INC.

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

ARTICLE 1: RECITALS

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

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

ARTICLE II: DECLARATION

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

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

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

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

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

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

ARTICLE III: DEFINITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE IV: GENERAL AND SPECIFIC RESTRICTIONS

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

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

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

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

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR SNOWBIRD TOWNHOMES
OWNER’S ASSOCIATION, INC.14

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

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

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

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

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

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

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

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

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

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

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

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

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR SNOWBIRD TOWNHOMES
OWNER'S ASSOCIATION, INC.15

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE V: SNOWBIRD TOWNHOMES OWNER'S ASSOCIATION

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

5.2 Membership. Each Owner, by virtue of being an Owner and for so long as such ownership is maintained, shall be a Member of the Association and no Owner shall have more than one membership in the Association. Memberships in the Association shall be appurtenant to the Property, Building Lot, or any portion of the Property owned by such Owner. The memberships in the Association shall not be transferred, pledged, assigned, or alienated in any way except upon the transfer of Owner's title and then only to the transferee of such title. Any attempt to make a prohibited membership transfer shall be void and will not be reflected on the books of the Association.

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR SNOWBIRD TOWNHOMES OWNER'S ASSOCIATION, INC.\8

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

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

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

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

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

5.5 Power and Duties of the Association.

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

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

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

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

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

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

5.5.1.6 Licenses, Easements, and Rights-of-Way. The power to grant and convey to any third party such licenses, easements, and rights-of-way in, on, or under the Common Area as may be necessary or appropriate for the orderly maintenance, preservation, and enjoyment of the Common Area, and for the preservation of the health, safety, convenience, and welfare of the Owners, for the purpose of constructing, erecting, operating, or maintaining:

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

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

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

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

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR SNOWBIRD TOWNHOMES
OWNER'S ASSOCIATION, INC.\10

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE VI: RIGHTS TO COMMON AREAS

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

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

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

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

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

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

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

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

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

ARTICLE VII: ASSESSMENTS

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

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

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR SNOWBIRD TOWNHOMES
OWNER'S ASSOCIATION, INC.\13

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

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

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

7.2.2 Computation of Regular Assessments. The Association shall compute the amount of its Expenses on an annual basis. The Board shall compute the amount of Regular Assessments owed beginning the first day of the third month following the month in which the closing of the first sale of a Building Lot occurred on the Property for the purposes of the Association's Regular Assessment ("Initiation Date"). Thereafter, the computation of Regular Assessments shall take place not less than thirty (30) nor more than sixty (60) days before the beginning of each fiscal year of an Association. The computation of the Regular Assessment for the period from the Initiation Date until the beginning of the next fiscal year shall be reduced by an amount which fairly reflects the fact that such period was less than one (1) year.

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

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

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

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

7.3 Special Assessments.

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

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

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

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

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

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

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

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

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

ARTICLE VIII: ENFORCEMENT OF ASSESSMENT; LIENS

8.1 Right to Enforce. The Association has the right to collect and enforce its Assessments pursuant to the provisions hereof. Each Owner of Building Lot, upon becoming an Owner of such Building Lot, shall be deemed to covenant and agree to pay each and every Assessment provided for in this Declaration and agrees to the enforcement of all Assessments in the manner herein specified. In the event an attorney or attorneys are employed for the collection of any Assessment, whether by suit or otherwise, or to enforce compliance with or specific performance of the terms and conditions of this Declaration, each Owner agrees to pay reasonable attorney's fees in addition to any other relief or remedy obtained against such Owner. The Board or its authorized representative may enforce the obligations of the Owners to pay such Assessments by commencement and maintenance of a suit at law or in equity, or the Board may exercise the power of foreclosure and sale pursuant to paragraph 8.3 to enforce the liens created hereby. A suit to recover a money judgment for an unpaid Assessment shall be maintainable without foreclosing or waiving the lien hereinafter provided.

8.2 Assessment Liens.

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

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

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

8.3 Method of Foreclosure. Such lien may be foreclosed by appropriate action in court or by notice and sale by the Association establishing the Assessment, its attorney or other person authorized to make the sale. Such sale shall be conducted in accordance with the provisions of the Idaho law applicable to the exercise of powers of notice and sale permitted by law with regard to Deeds of Trust or foreclosure of Mortgages. The Board is hereby authorized to appoint its attorney, any officer or director of the Association, or any title company authorized to do business in Idaho as trustee for the purpose of conducting such power of sale or foreclosure.

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

8.5 Subordination to Certain Trust Deeds. The lien for the Assessments provided for herein in connection with a given Building Lot shall not be subordinate to the lien of any deed of trust or mortgage except the lien of a first deed of trust or first mortgage given and made in good faith and for value that is of record as an encumbrance against such Building Lot prior to the recordation of a claim of lien for the Assessments. Except as expressly provided in paragraph 8.6 with respect to a first mortgagee who acquires title to Building Lot, the sale or transfer of any Building Lot shall not affect the Assessment lien provided for herein, nor the creation thereof by the recordation of a claim of lien, on account of the Assessments becoming due whether before, on, or after the date of such sale or transfer, nor shall such sale or transfer diminish or defeat the personal obligation of any Owner for delinquent Assessments as provided for in this Declaration.

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

ARTICLE IX: INSPECTION OF ASSOCIATION'S BOOKS AND RECORDS

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR SNOWBIRD TOWNHOMES
OWNER'S ASSOCIATION, INC.\17

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

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

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

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

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

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

ARTICLE X: ARCHITECTURAL COMMITTEE

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE XI: EASEMENTS

11.1 Easements of Encroachment. There shall be reciprocal appurtenant easements of encroachment as between each Building Lot and such portion or portions of the Common Area adjacent thereto or as between
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR SNOWBIRD TOWNHOMES
OWNER'S ASSOCIATION, INC.\21

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE XII: MISCELLANEOUS

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR SNOWBIRD TOWNHOMES
OWNER'S ASSOCIATION, INC.\23

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

12.2 Amendment.

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

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

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

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

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

12.5 Enforcement and Non-Waiver.

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

12.5.2 Violations and Nuisances. The failure of any Owner of a Building Lot to comply with any provision hereof, or with any provision of the Articles or Bylaws of the Association, is hereby declared a nuisance
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR SNOWBIRD TOWNHOMES
OWNER’S ASSOCIATION, INC.\24

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

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

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

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

12.6 Interpretation. The provisions of this Declaration shall be liberally construed to effectuate its purpose of creating a uniform plan for the development and operation of the Property. This Declaration shall be construed and governed under the laws of the State of Idaho.

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

12.6.2 Restrictions Severable. Notwithstanding the provisions of the foregoing paragraph 12.6.1, each of the provisions of this Declaration shall be deemed independent and severable, and the invalidity or partial invalidity of any provision or portion thereof shall not affect the validity or enforceability of any other provision herein.

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

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

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

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

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

GRANTOR

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

SCOTT J. EDWARDS

STATE OF IDAHO)
) ss.
County of Blaine)

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

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

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

EXHIBIT A

Attachment B:
Snowbird Townhouse
Subdivision Final Plat
Application Materials









A PLAT SHOWING: SNOWBIRD TOWNHOMES I

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

A TOWNHOUSE SUBDIVISION OF SNOWBIRD SUBDIVISION, LOT 1A, CREATING TWO SUBLOTS.

APRIL 2024

LEGEND:

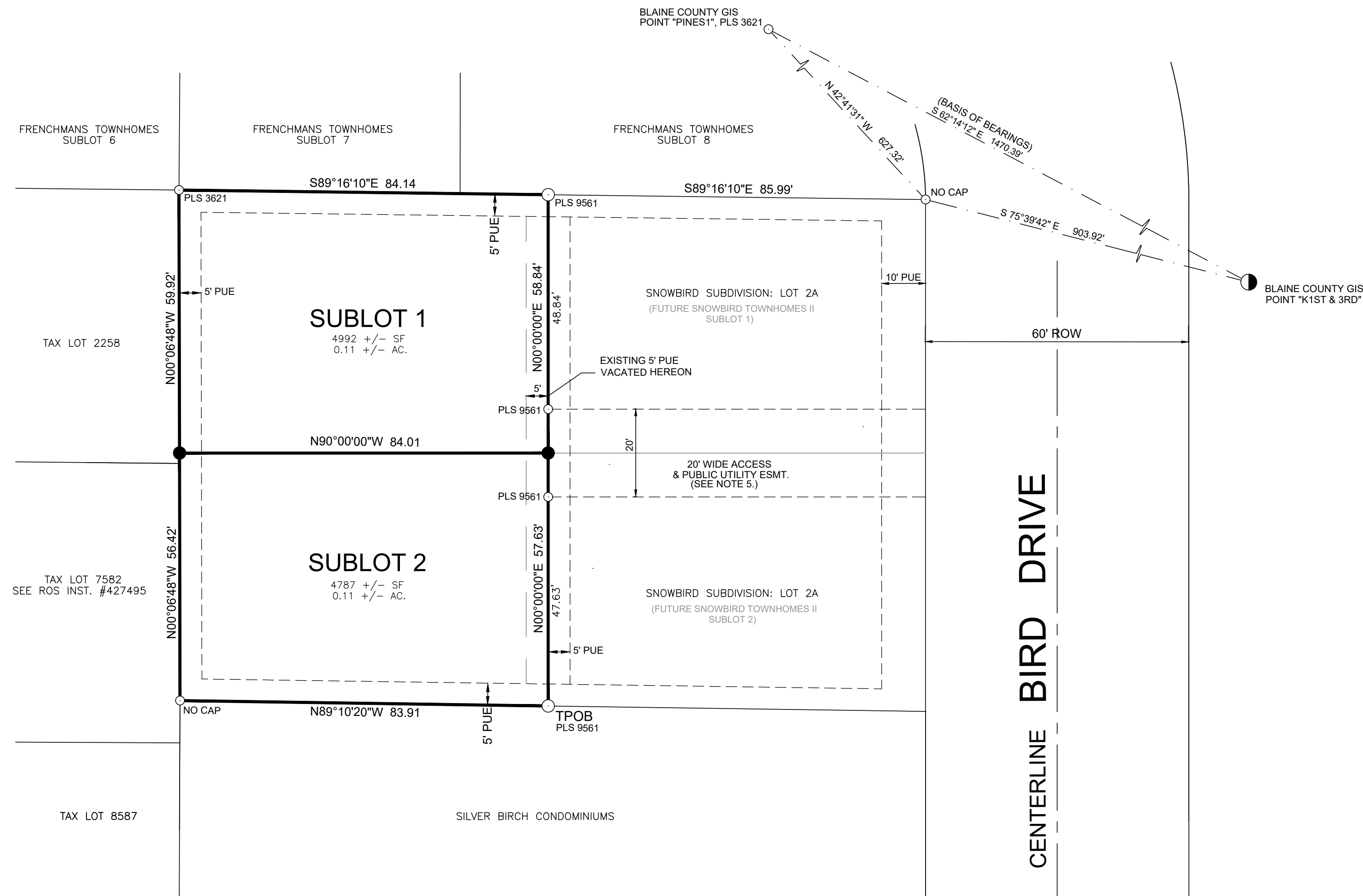
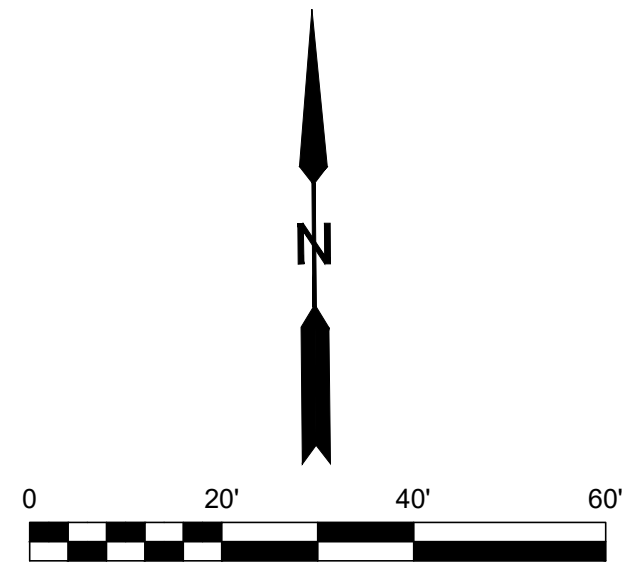
	PROPERTY LINE
	EASEMENT VACATED
	EASEMENT LINE
	BLAINE COUNTY GIS TIE
	FOUND 1/2" REBAR
	FOUND 5/8" REBAR
	SET 5/8" REBAR, PLS #9561
	FOUND ALUMINUM CAP

SURVEYOR'S NARRATIVE:

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

NOTES:

- THE TOWNHOME DECLARATION FOR SNOWBIRD TOWNHOMES WAS RECORDED AS INST. NO. _____, RECORDS OF BLAINE COUNTY, IDAHO.
- THIS PLAT SUBJECT TO ALL APPLICABLE PROVISIONS OF THE PHASED DEVELOPMENT AGREEMENT #22764, RECORDED AS INST. NO. 693695, RECORDS OF BLAINE COUNTY, IDAHO.
- ALL TOWNHOUSE OWNERS SHALL HAVE MUTUAL RECIPROCAL EASEMENTS FOR ACCESS AND EXISTING/ FUTURE PUBLIC AND PRIVATE UTILITIES INCLUDING, BUT NOT LIMITED TO, MECHANICAL VAULTS, WATER, CABLE TV, SEWER, NATURAL GAS, TELEPHONE, AND ELECTRIC LINES OVER, UNDER AND ACROSS THEIR TOWNHOUSE SUBLOTS FOR THE REPAIR, MAINTENANCE AND REPLACEMENT THEREOF.
- A 10 FOOT WIDE PUBLIC UTILITY EASEMENT EXISTS CENTERED UPON ALL SIDE AND REAR LOT LINES PER ORIGINAL PLAT. A 10-FOOT WIDE PUBLIC UTILITY EASEMENT EXISTS ALONG FRONT PROPERTY LINE PER PREVIOUS PLAT.
- A 20 FOOT WIDE ACCESS & PUBLIC UTILITY EASEMENT TO BENEFIT SUBLOTS 1 & 2 ACROSS LOT 2A (PER PREVIOUS PLAT) EXISTS AS SHOWN HEREON. THE PRIVATE DRIVEWAY SHALL REMAIN OPEN AND UNOBSTRUCTED FOR A MINIMUM WIDTH OF 20 FEET YEAR-ROUND.
- A POWERLINE EASEMENT WAS RECORDED JULY 8, 1963 AS INST. NO. 118840, RECORDS OF BLAINE COUNTY, IDAHO.
- GARAGE(S) MAY NOT BE CONDOMINIUMIZED, SOLD AND/OR OWNED SEPARATE FROM THE CORRESPONDING DWELLING UNIT WITHIN THE TOWNHOUSE DEVELOPMENT.

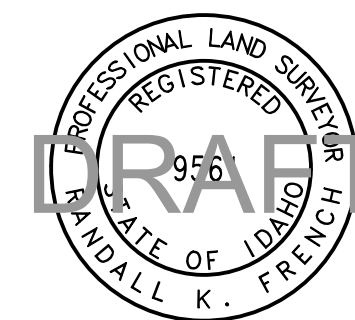


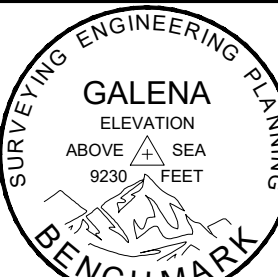
HEALTH CERTIFICATE

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

Dated: _____

South Central Public Health District, REHS



	<h2 style="margin: 0;">SNOWBIRD TOWNHOMES I</h2> <p style="margin: 0; font-size: small;">LOCATED WITHIN: SECTION 13, T4N, R17E, B.M., CITY OF KETCHUM, BLAINE COUNTY, IDAHO</p>	
	PREPARED FOR: SCOTT EDWARDS	
PROJECT NO. 21070	DWG BY: DWS/CPL	FILE: 21070ph1.DWG
FINAL PLAT	DATE: 04/01/2024	SHEET: 1 OF 3

SNOWBIRD TOWNHOMES I

OWNER'S CERTIFICATE

THIS IS TO CERTIFY that BIRD DRIVE PARTNERS, LLC, , a Delaware limited liability company is the owner in fee simple of Real Property described as follows:

A parcel of land located within Section 13, Township 4 North, Range 17 East, Boise Meridian, Ketchum, Idaho, more particularly described as follows:

Lots 1A of SNOWBIRD SUBDIVISION: LOTS 1A & 2A, as shown on the official plat thereof, recorded as Instrument No. _____, records of Blaine County, Idaho.

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

Pursuant to Idaho Code 50-1334, the undersigned, as owner, does hereby state that the lots on this plat are eligible to receive water service from the Ketchum Water Department, and that said district has agreed in writing to serve the lots shown on this plat.

IN WITNESS WHEREOF, I have hereunto set my hand.

BIRD DRIVE PARTNERS, LLC, a Delaware limited liability company _____

By: _____

Its: _____

Signed this _____ day of _____, 20__.

ACKNOWLEDGMENT

STATE OF _____)

COUNTY OF _____)

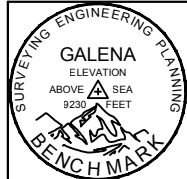
On this _____ day of _____, in the year of 20__, before me, the undersigned, personally appeared _____, known or identified to me (or proved to me), to be the _____ of Bird Drive Partners, LLC, a Delaware limited liability company, and acknowledged to me that he and said limited liability company executed the same.

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

Notary Public

Residing at: _____

Commission Expires: _____

	SNOWBIRD TOWNHOMES I	
	LOCATED WITHIN: SECTION 13, T4N, R17E, B.M., CITY OF KETCHUM, BLAINE COUNTY, IDAHO PREPARED FOR: SCOTT EDWARDS	
PROJECT NO. 21070	DWG BY: CPL	FILE: 21070CRT1.DWG
FINAL PLAT	DATE: 05/31/2023	SHEET: 2 OF 3

SNOWBIRD TOWNHOMES I

SURVEYOR'S CERTIFICATE

I, Randall K. French, a duly Registered Professional Land Surveyor in the State of Idaho, do hereby certify that this is a true and accurate map of the land surveyed under my direct supervision in accordance with the State of Idaho Code relating to plats and surveys.

RANDALL K. FRENCH, P.L.S. #9561



COUNTY SURVEYOR'S APPROVAL

This is to certify that I, SAM YOUNG, County Surveyor for Blaine County, Idaho, have checked the foregoing plat and computations for making the same and have determined that they comply with the laws of the State of Idaho relating thereto.

BLAINE COUNTY SURVEYOR

DATE

BLAINE COUNTY TREASURER'S CERTIFICATE

On this ____ day of _____, 20____, the foregoing plat was approved and accepted by the Blaine County Treasurer, Blaine County, Idaho.

By: _____

BLAINE COUNTY RECORDER'S CERTIFICATE

KETCHUM CITY COUNCIL CERTIFICATE

I, the undersigned, City Clerk in and for the City of Ketchum, Blaine County, Idaho do hereby certify that at a regular meeting of the City Council held on the ____ day of _____, 2023, this plat was duly accepted and approved.

By: _____
TRENT DONAT, City Clerk

CITY ENGINEER'S CERTIFICATE

I, the undersigned, City Engineer in and for the City of Ketchum, Blaine County, Idaho do hereby approve this plat on this ____ day of _____, 2023, and certify that it is in accordance with the City of Ketchum subdivision ordinance.

ROBYN MATTISON, City Engineer

CITY PLANNER'S CERTIFICATE

I, the undersigned, Planner in and for the City of Ketchum, Blaine County, Idaho do hereby approve this plat on this ____ day of _____, 2023, and certify that it is in accordance with the City of Ketchum subdivision ordinance.

By: _____

	SNOWBIRD TOWNHOMES I	
	LOCATED WITHIN: SECTION 13, T4N, R17E, B.M., CITY OF KETCHUM, BLAINE COUNTY, IDAHO PREPARED FOR: SCOTT EDWARDS	
PROJECT NO. 21070 FINAL PLAT	DWG BY: CPL DATE: 05/31/2023	FILE: 21070CRT1.DWG SHEET: 3 OF 3

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



City of Ketchum
Planning & Building

IN RE:)
)
 Snowbird Townhouse Subdivision) **KETCHUM CITY COUNCIL**
 Townhouse Subdivision – Final Plat) **FINDINGS OF FACT, CONCLUSIONS OF LAW, AND**
 Date: May 6, 2024) **DECISION**
)
 File Number: P23-054A)

PROJECT: Snowbird Townhouse Subdivision
 APPLICATION TYPE: Townhouse Subdivision – Final Plat
 FILE NUMBER: P23-054A
 REPRESENTATIVE: Dave Patrie, Galena-Benchmark Engineering
 OWNER: Scott Edwards
 LOCATION: 220 & 222 Bird Drive (Lots 1 & 2, Snowbird Subdivision)
 ZONING: General Residential – Low Density (GR-L)
 OVERLAY: None

RECORD OF PROCEEDINGS

The City of Ketchum received the application for the Townhouse Subdivision Final Plat for the project on June 12, 2023. The application was reviewed and scheduled for hearing after two rounds of review by City departments. As of the date of these findings, all city department comments have been resolved or addressed through conditions of approval. The Ketchum City Council conducted their review of the Townhouse Subdivision Final Plat application during their meeting on May 6, 2024. After considering staff’s analysis and the application materials, the City Council approved the final plat application.

BACKGROUND

The Applicant is requesting final plat approval for the Snowbird Townhomes located at 220 & 222 Bird Dr (the “subject property”) within the General Residential – Low Density (GR-L). The Townhouse Subdivision Final Plat application proposes to subdivide an existing 9,779-square-foot lot into two townhouse sublots. The townhouse subdivision preliminary plat for the project was reviewed and approved by the Planning and Zoning Commission on April 12, 2022 and the City Council on May 2, 2022.

FINDINGS OF FACT

The Council, having reviewed the entire project record, provided notice, conducted the required public hearing, and considered the recommendation from the Planning and Zoning Commission, does hereby make and set forth these Findings of Fact, Conclusions of Law, and Decision as follows:

FINDINGS REGARDING FINAL PLAT SUBDIVISION REQUIREMENTS

Final Plat Requirements			
Compliant			
Yes	No	N/A	City Code
			City Standards
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.K.1
			Point of beginning of subdivision description tied to at least two governmental survey corners, or in lieu of government survey corners, to monuments recognized by the City Engineer.
			<i>Findings</i>
			The City Engineer verified that the final plat includes this element, as shown on Sheet 1 of the Final Plat.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.K.2
			Location and description of monuments.
			<i>Findings</i>
			The City Engineer verified that the final plat includes this element, as shown on Sheet 1 of the Final Plat.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.K.3
			Tract boundary lines, property lines, lot lines, street right-of-way lines and centerlines, other rights-of-way and easement lines, building envelopes as required on the preliminary plat, lot area of each lot, boundaries of floodplain and floodway and avalanche district, all with bearings, accurate dimensions in feet and decimals, in degrees and minutes and radii, arcs, central angles, tangents and chord lengths of all curves to the above accuracy.
			<i>Findings</i>
			As shown on Sheet 1, all elements of the final plat are included. The final plat also shows all required easements for public utilities and access.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.K.4
			Names and locations of all adjoining subdivisions.
			<i>Findings</i>
			As shown on Sheet 1, the property is adjacent to townhouse and condominium subdivisions and multiple tax lots.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.K.5
			Name and right-of-way width of each street and other public rights-of-way.
			<i>Findings</i>
			As shown on Sheet 1, rights-of-way for Bird Drive is shown.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.K.6
			Location, dimension and purpose of all easements, public or private.
			<i>Findings</i>
			As shown on Sheet 1, all easements are outlined and dimensioned. The plat notes on sheet 1 outline the purpose of all the easements.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.030.K.7
			The blocks numbered consecutively throughout each block.
			<i>Findings</i>
			N/A - No blocks are proposed for the subdivision.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.030.K.8
			The outline of any property, other than a street, alley or easement, which is offered for dedication to public use, fully dimensioned by distances and bearings with the area marked "Dedicated to the City of Ketchum for Public Use", together with any other descriptive language with regard to the precise nature of the use of the land so dedicated.
			<i>Findings</i>
			N/A - No dedications are proposed.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.K.9
			The title, which shall include the name of the subdivision, the name of the City, if appropriate, county and state, and the location and description of the subdivision referenced to section, township, range.

			<i>Findings</i>	As shown on Sheet 1, the title of the final plat includes all required information.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.K.10	Scale, north arrow and date.
			<i>Findings</i>	The scale, north arrow, and date are included on Sheet 1 of the final plat.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.K.11	Location, width, and names of all existing or dedicated streets and other public ways within or adjacent to the proposed subdivision.
			<i>Findings</i>	The final plat identifies Bird Drive, which is the only existing street. No additional streets are being created or dedicated.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.030.K.12	A plat note provision referencing the County Recorder's instrument number where the condominium declaration(s) and/or articles of incorporation of homeowners' association governing the subdivision are recorded.
			<i>Findings</i>	Plat note 1 references the Covenants, Conditions, and Restrictions for the Snowbird Townhomes. Staff will verify the instrument number at time of mylar signing.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.K.13	Certificate by a registered professional land surveyor making the plat certifying the correctness of the plat.
			<i>Findings</i>	Sheet 3 of the final plat includes a Surveyor Certificate.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.K.14	A current title report of all property contained within the plat shall be provided to the City and used, in part, as the basis for the dedication of easements and encumbrances on the property.
			<i>Findings</i>	The title report, prepared by Stewart Title Guarantee Company and dated on June 1, 2023, was used in the preparation of the final plat.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.K.15	Certification of owner(s) of record and all holders of security interest(s) of record with regard to such property.
			<i>Findings</i>	Sheet 2 of the final plat includes the current owner of record information.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.K.16	Certification and signature of the City Engineer verifying that the subdivision and design standards meet all City requirements.
			<i>Findings</i>	Sheet 3 includes a City Engineer Certificate.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.K.17	Certification and signature of the City Clerk of the City of Ketchum verifying that the subdivision has been approved by the council.
			<i>Findings</i>	Sheet 3 includes a City Clerk Certificate.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.030.K.18	Notation of any additional restrictions imposed by the council on the development of such subdivision to provide for the public health, safety and welfare.
			<i>Findings</i>	N/A. This standard is not applicable as no additional restrictions are necessary to provide for public health, safety, and welfare.

Subdivision Development & Design Standards (Ketchum Municipal Code §16.04.040)				
Yes	No	N/A	City Code	City Standards
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.040.A	Required Improvements: The improvements set forth in this section shall be shown on the preliminary plat and installed prior to approval of the final plat. Construction design plans shall be submitted and approved by the city engineer. All such improvements shall be in accordance with the comprehensive plan and constructed in compliance with construction standard specifications adopted by the city. Existing natural features which enhance the attractiveness of the subdivision and community, such as mature trees, watercourses, rock outcroppings, established shrub masses and historic areas, shall be preserved through design of the subdivision.

			<i>Findings</i>	All project plans for the townhome development were reviewed and approved by city departments through Design Review Application File No. P21-062, Townhouse Subdivision Preliminary Plat Application File No. P21-058, and Building Permit Applications File No. B22-037. All improvements, including the private driveways, utilities, and right-of-way improvements shall be inspected and approved by city departments prior to issuance of the final Certificate of Occupancy for the detached townhomes on subplot 1A & 1B.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.B	Improvement Plans: Prior to approval of final plat by the council,, the subdivider shall file two (2) copies with the city engineer, and the city engineer shall approve construction plans for all improvements required in the proposed subdivision. Such plans shall be prepared by a civil engineer licensed in the state.
			<i>Findings</i>	All project plans for the townhome development were reviewed and approved by city departments through Design Review Application File No. P21-062, Townhouse Subdivision Preliminary Plat Application File No. P21-058, and Building Permit Applications File No. B22-037. All improvements, including the private driveways, utilities, and right-of-way improvements shall be inspected and approved by city departments prior to issuance of the final Certificate of Occupancy for the detached townhomes on subplot 1A & 1B.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.C	Prior to final plat approval, the subdivider shall have previously constructed all required improvements and secured a certificate of completion from the city engineer. However, in cases where the required improvements cannot be constructed due to weather conditions or other factors beyond the control of the subdivider, the city council may accept, in lieu of any or all of the required improvements, a performance bond filed with the city clerk to ensure actual construction of the required improvements as submitted and approved. Such performance bond shall be issued in an amount not less than one hundred fifty percent (150%) of the estimated costs of improvements as determined by the city engineer. In the event the improvements are not constructed within the time allowed by the city council (which shall be one year or less, depending upon the individual circumstances), the council may order the improvements installed at the expense of the subdivider and the surety. In the event the cost of installing the required improvements exceeds the amount of the bond, the subdivider shall be liable to the city for additional costs. The amount that the cost of installing the required improvements exceeds the amount of the performance bond shall automatically become a lien upon any and all property within the subdivision owned by the owner and/or subdivider.
			<i>Findings</i>	All project plans for the townhome development were reviewed and approved by city departments through Design Review Application File No. P21-062, Townhouse Subdivision Preliminary Plat Application File No. P21-058, and Building Permit Applications File No. B22-037. All improvements, including the private driveways, utilities, and right-of-way improvements shall be inspected and approved by city departments prior to issuance of the final Certificate of Occupancy for the detached townhomes on subplot 1A & 1B.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.D	As Built Drawing: Prior to acceptance by the city council of any improvements installed by the subdivider, two (2) sets of as built plans and specifications, certified by the subdivider's engineer, shall be filed with the city engineer. Within ten (10) days after completion of improvements and submission of as built drawings, the city engineer shall certify the completion of the improvements and the acceptance of the improvements, and shall submit a

				copy of such certification to the administrator and the subdivider. If a performance bond has been filed, the administrator shall forward a copy of the certification to the city clerk. Thereafter, the city clerk shall release the performance bond upon application by the subdivider.
			<i>Findings</i>	All project plans for the townhome development were reviewed and approved by city departments through Design Review Application File No. P21-062, Townhouse Subdivision Preliminary Plat Application File No. P21-058, and Building Permit Applications File No. B22-037.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.E	<p>Monumentation: Following completion of construction of the required improvements and prior to certification of completion by the city engineer, certain land survey monuments shall be reset or verified by the subdivider's engineer or surveyor to still be in place. These monuments shall have the size, shape, and type of material as shown on the subdivision plat. The monuments shall be located as follows:</p> <ol style="list-style-type: none"> 1. All angle points in the exterior boundary of the plat. 2. All street intersections, points within and adjacent to the final plat. 3. All street corner lines ending at boundary line of final plat. 4. All angle points and points of curves on all streets. 5. The point of beginning of the subdivision plat description.
			<i>Findings</i>	The final plat indicates two monuments, both of which have been verified by the subdivider's surveyor and City Engineer.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.040.F	<p>Lot Requirements:</p> <ol style="list-style-type: none"> 1. Lot size, width, depth, shape and orientation and minimum building setback lines shall be in compliance with the zoning district in which the property is located and compatible with the location of the subdivision and the type of development, and preserve solar access to adjacent properties and buildings. 2. Whenever a proposed subdivision contains lot(s), in whole or in part, within the floodplain, or which contains land with a slope in excess of twenty five percent (25%), based upon natural contours, or creates corner lots at the intersection of two (2) or more streets, building envelopes shall be shown for the lot(s) so affected on the preliminary and final plats. The building envelopes shall be located in a manner designed to promote harmonious development of structures, minimize congestion of structures, and provide open space and solar access for each lot and structure. Also, building envelopes shall be located to promote access to the lots and maintenance of public utilities, to minimize cut and fill for roads and building foundations, and minimize adverse impact upon environment, watercourses and topographical features. Structures may only be built on buildable lots. Lots shall only be created that meet the definition of "lot, buildable" in section 16.04.020 of this chapter. Building envelopes shall be established outside of hillsides of twenty five percent (25%) and greater and outside of the floodway. A waiver to this standard may only be considered for the following: <ol style="list-style-type: none"> a. For lot line shifts of parcels that are entirely within slopes of twenty five percent (25%) or greater to create a reasonable building envelope, and mountain overlay design review standards and all other city requirements are met. b. For small, isolated pockets of twenty five percent (25%) or greater that are found to be in compliance with the purposes and standards of the mountain overlay district and this section.

				<p>3. Corner lots outside of the original Ketchum Townsite shall have a property line curve or corner of a minimum radius of twenty five feet (25') unless a longer radius is required to serve an existing or future use.</p> <p>4. Side lot lines shall be within twenty degrees (20°) to a right angle or radial line to the street line.</p> <p>5. Double frontage lots shall not be created. A planting strip shall be provided along the boundary line of lots adjacent to arterial streets or incompatible zoning districts.</p> <p>6. Every lot in a subdivision shall have a minimum of twenty feet (20') of frontage on a dedicated public street or legal access via an easement of twenty feet (20') or greater in width. Easement shall be recorded in the office of the Blaine County recorder prior to or in conjunction with recordation of the final plat. Minimum lot sizes in all cases shall be reversed frontage lot(s).</p>
			Council Findings	<i>Standard #1 has been met. All lots comply with the dimensional standards required for lots within the GR-L Zone. Standards #2 & 3 are not applicable. Standards #4-6 are met with the newly proposed lots.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.G	<p>G. Block Requirements: The length, width and shape of blocks within a proposed subdivision shall conform to the following requirements:</p> <ol style="list-style-type: none"> 1. No block shall be longer than one thousand two hundred feet (1,200'), nor less than four hundred feet (400') between the street intersections, and shall have sufficient depth to provide for two (2) tiers of lots. 2. Blocks shall be laid out in such a manner as to comply with the lot requirements. 3. The layout of blocks shall take into consideration the natural topography of the land to promote access within the subdivision and minimize cuts and fills for roads and minimize adverse impact on environment, watercourses and topographical features. 4. 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	<i>This application does not create a new block. This requirement is not applicable.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.H	<p>Street Improvement Requirements:</p> <ol style="list-style-type: none"> 1. The arrangement, character, extent, width, grade and location of all streets put in the proposed subdivision shall conform to the comprehensive plan and shall be considered in their relation to existing and planned streets, topography, public convenience and safety, and the proposed uses of the land; 2. All streets shall be constructed to meet or exceed the criteria and standards set forth in chapter 12.04 of this code, and all other applicable ordinances, resolutions or regulations of the city or any other governmental entity having jurisdiction, now existing or adopted, amended or codified; 3. Where a subdivision abuts or contains an existing or proposed arterial street, railroad or limited access highway right of way, the council may require a frontage street, planting strip, or similar design features; 4. Streets may be required to provide access to adjoining lands and provide proper traffic circulation through existing or future neighborhoods;

			<p>5. Street grades shall not be less than three-tenths percent (0.3%) and not more than seven percent (7%) so as to provide safe movement of traffic and emergency vehicles in all weather and to provide for adequate drainage and snow plowing;</p> <p>6. In general, partial dedications shall not be permitted, however, the council may accept a partial street dedication when such a street forms a boundary of the proposed subdivision and is deemed necessary for the orderly development of the neighborhood, and provided the council finds it practical to require the dedication of the remainder of the right of way when the adjoining property is subdivided. When a partial street exists adjoining the proposed subdivision, the remainder of the right of way shall be dedicated;</p> <p>7. Dead end streets may be permitted only when such street terminates at the boundary of a subdivision and is necessary for the development of the subdivision or the future development of the adjacent property. When such a dead end street serves more than two (2) lots, a temporary turnaround easement shall be provided, which easement shall revert to the adjacent lots when the street is extended;</p> <p>8. A cul-de-sac, court or similar type street shall be permitted only when necessary to the development of the subdivision, and provided, that no such street shall have a maximum length greater than four hundred feet (400') from entrance to center of turnaround, and all cul-de-sacs shall have a minimum turnaround radius of sixty feet (60') at the property line and not less than forty five feet (45') at the curb line;</p> <p>9. Streets shall be planned to intersect as nearly as possible at right angles, but in no event at less than seventy degrees (70°);</p> <p>10. Where any street deflects an angle of ten degrees (10°) or more, a connecting curve shall be required having a minimum centerline radius of three hundred feet (300') for arterial and collector streets, and one hundred twenty five feet (125') for minor streets;</p> <p>11. Streets with centerline offsets of less than one hundred twenty five feet (125') shall be prohibited;</p> <p>12. A tangent of at least one hundred feet (100') long shall be introduced between reverse curves on arterial and collector streets;</p> <p>13. Proposed streets which are a continuation of an existing street shall be given the same names as the existing street. All new street names shall not duplicate or be confused with the names of existing streets within Blaine County, Idaho. The subdivider shall obtain approval of all street names within the proposed subdivision from the County Assessor's office before submitting same to council for preliminary plat approval;</p> <p>14. Street alignment design shall follow natural terrain contours to result in safe streets, usable lots, and minimum cuts and fills;</p> <p>15. Street patterns of residential areas shall be designed to create areas free of through traffic, but readily accessible to adjacent collector and arterial streets;</p> <p>16. Reserve planting strips controlling access to public streets shall be permitted under conditions specified and shown on the final plat, and all landscaping and irrigation systems shall be installed as required improvements by the subdivider;</p>
--	--	--	---

			<p>17. In general, the centerline of a street shall coincide with the centerline of the street right of way, and all crosswalk markings shall be installed by the subdivider as a required improvement;</p> <p>18. Street lighting shall be required consistent with adopted city standards and where designated shall be installed by the subdivider as a requirement improvement;</p> <p>19. Private streets may be allowed upon recommendation by the commission and approval by the Council. Private streets shall be constructed to meet the design standards specified in subsection H2 of this section and chapter 12.04 of this code;</p> <p>20. Street signs shall be installed by the subdivider as a required improvement of a type and design approved by the Administrator and shall be consistent with the type and design of existing street signs elsewhere in the City;</p> <p>21. Whenever a proposed subdivision requires construction of a new bridge, or will create substantial additional traffic which will require construction of a new bridge or improvement of an existing bridge, such construction or improvement shall be a required improvement by the subdivider. Such construction or improvement shall be in accordance with adopted standard specifications;</p> <p>22. Sidewalks, curbs and gutters shall be required consistent with adopted city standards and where designated shall be a required improvement installed by the subdivider;</p> <p>23. Gates are prohibited on private roads and parking access/entranceways, private driveways accessing more than one single-family dwelling unit and one accessory dwelling unit, and public rights-of-way unless approved by the City Council; and</p> <p>24. No new public or private streets or flag lots associated with a proposed subdivision (land, planned unit development, townhouse, condominium) are permitted to be developed on parcels within the Avalanche Zone.</p>
			<p>Council Findings</p> <p>All project plans for the townhome development were reviewed and approved by city departments through Design Review Application File No. P21-062, Townhouse Subdivision Preliminary Plat Application File No. P21-058, and Building Permit Applications File No. B22-037. All improvements, including the private driveways, utilities, and right-of-way improvements shall be inspected and approved by city departments prior to issuance of the final Certificate of Occupancy for the detached townhomes on subplot 1A & 1B.</p>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<p>16.04.040.I</p> <p>Alley Improvement Requirements: Alleys shall be provided in, commercial and light industrial zoning districts. The width of an alley shall be not less than twenty feet (20'). Alley intersections and sharp changes in alignment shall be avoided, but where necessary, corners shall be provided to permit safe vehicular movement. Dead end alleys shall be permitted only within the original Ketchum Townsite and only after due consideration of the interests of the owners of property adjacent to the dead-end alley including, but not limited to, the provision of fire protection, snow removal and trash collection services to such properties. Improvement of alleys shall be done by the subdivider as required improvement and in conformance with design standards specified in subsection H2 of this section.</p>
			<p>Council Findings</p> <p><i>This standard is not applicable as no new alleys are being created.</i></p>

<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<p>16.04.040.J</p>	<p>Required Easements: Easements, as set forth in this subsection, shall be required for location of utilities and other public services, to provide adequate pedestrian circulation and access to public waterways and lands.</p> <p>1. A public utility easement at least ten feet (10') in width shall be required within the street right-of-way boundaries of all private streets. A public utility easement at least five feet (5') in width shall be required within property boundaries adjacent to Warm Springs Road and within any other property boundary as determined by the City Engineer to be necessary for the provision of adequate public utilities.</p> <p>2. Where a subdivision contains or borders on a watercourse, drainageway, channel or stream, an easement shall be required of sufficient width to contain such watercourse and provide access for private maintenance and/or reconstruction of such watercourse.</p> <p>3. All subdivisions which border the Big Wood River, Trail Creek and Warm Springs Creek shall dedicate a ten foot (10') fish and nature study easement along the riverbank. Furthermore, the Council shall require, in appropriate areas, an easement providing access through the subdivision to the bank as a sportsman's access. These easement requirements are minimum standards, and in appropriate cases where a subdivision abuts a portion of the river adjacent to an existing pedestrian easement, the Council may require an extension of that easement along the portion of the riverbank which runs through the proposed subdivision.</p> <p>4. All subdivisions which border on the Big Wood River, Trail Creek and Warm Springs Creek shall dedicate a twenty five foot (25') scenic easement upon which no permanent structure shall be built in order to protect the natural vegetation and wildlife along the riverbank and to protect structures from damage or loss due to riverbank erosion.</p> <p>5. No ditch, pipe or structure for irrigation water or irrigation wastewater shall be constructed, rerouted or changed in the course of planning for or constructing required improvements within a proposed subdivision unless same has first been approved in writing by the ditch company or property owner holding the water rights. A written copy of such approval shall be filed as part of required improvement construction plans.</p> <p>6. Nonvehicular transportation system easements including pedestrian walkways, bike paths, equestrian paths, and similar easements shall be dedicated by the subdivider to provide an adequate nonvehicular transportation system throughout the City.</p> <hr/> <p><i>Council Findings</i> <i>As shown on Sheet 1, Lot 2A includes a 10-foot public utility easement along Bird Dr. 5-foot public utility easements are shown along all side and rear lot lines.</i></p> <p><i>Standards 2-6 do not apply to the project as the property is not adjacent to any of the listed waterways, not adjacent to Warm Springs, does not contain any irrigation infrastructure, and does not include pedestrian or equestrian pathways.</i></p>
-------------------------------------	--------------------------	--------------------------	---------------------------	---

<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.K	<p>Sanitary Sewage Disposal Improvements: Central sanitary sewer systems shall be installed in all subdivisions and connected to the Ketchum sewage treatment system as a required improvement by the subdivider. Construction plans and specifications for central sanitary sewer extension shall be prepared by the subdivider and approved by the City Engineer, Council and Idaho Health Department prior to final plat approval. In the event that the sanitary sewage system of a subdivision cannot connect to the existing public sewage system, alternative provisions for sewage disposal in accordance with the requirements of the Idaho Department of Health and the Council may be constructed on a temporary basis until such time as connection to the public sewage system is possible. In considering such alternative provisions, the Council may require an increase in the minimum lot size and may impose any other reasonable requirements which it deems necessary to protect public health, safety and welfare.</p>
			Council Findings	<p>All project plans for the townhome development were reviewed and approved by city departments through Design Review Application File No. P21-062, Townhouse Subdivision Preliminary Plat Application File No. P21-058, and Building Permit Applications File No. B22-037. All improvements, including the private driveways, utilities, and right-of-way improvements shall be inspected and approved by city departments prior to issuance of the final Certificate of Occupancy for the detached townhomes on subplot 1A & 1B.</p>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.L	<p>Water System Improvements: A central domestic water distribution system shall be installed in all subdivisions by the subdivider as a required improvement. The subdivider shall also be required to locate and install an adequate number of fire hydrants within the proposed subdivision according to specifications and requirements of the City under the supervision of the Ketchum Fire Department and other regulatory agencies having jurisdiction. Furthermore, the central water system shall have sufficient flow for domestic use and adequate fire flow. All such water systems installed shall be looped extensions, and no dead end systems shall be permitted. All water systems shall be connected to the Municipal water system and shall meet the standards of the following agencies: Idaho Department of Public Health, Idaho Survey and Rating Bureau, District Sanitarian, Idaho State Public Utilities Commission, Idaho Department of Reclamation, and all requirements of the City.</p>
			Council Findings	<p>All project plans for the townhome development were reviewed and approved by city departments through Design Review Application File No. P21-062, Townhouse Subdivision Preliminary Plat Application File No. P21-058, and Building Permit Applications File No. B22-037. All improvements, including the private driveways, utilities, and right-of-way improvements shall be inspected and approved by city departments prior to issuance of the final Certificate of Occupancy for the detached townhomes on subplot 1A & 1B.</p>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.M	<p>Planting Strip Improvements: Planting strips shall be required improvements. When a predominantly residential subdivision is proposed for land adjoining incompatible uses or features such as highways, railroads, commercial or light industrial districts or off street parking areas, the subdivider shall provide planting strips to screen the view of such incompatible features. The subdivider shall submit a landscaping plan for such planting strip with the preliminary plat application, and the landscaping shall be a required improvement.</p>

			Council Findings	<i>This standard is not applicable as this application does not create a new subdivision. There are not incompatible uses adjacent to the proposed townhouse sublots.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.N	<p>Cuts, Fills, And Grading Improvements: Proposed subdivisions shall be carefully planned to be compatible with natural topography, soil conditions, geology and hydrology of the site, as well as to minimize cuts, fills, alterations of topography, streams, drainage channels, and disruption of soils and vegetation. The design criteria shall include the following:</p> <ol style="list-style-type: none"> 1. A preliminary soil report prepared by a qualified engineer may be required by the commission and/or Council as part of the preliminary plat application. 2. Preliminary grading plan prepared by a civil engineer shall be submitted as part of all preliminary plat applications. Such plan shall contain the following information: <ol style="list-style-type: none"> a. Proposed contours at a maximum of five foot (5') contour intervals. b. Cut and fill banks in pad elevations. c. Drainage patterns. d. Areas where trees and/or natural vegetation will be preserved. e. Location of all street and utility improvements including driveways to building envelopes. f. Any other information which may reasonably be required by the Administrator, commission or Council to adequately review the affect of the proposed improvements. 3. Grading shall be designed to blend with natural landforms and to minimize the necessity of padding or terracing of building sites, excavation for foundations, and minimize the necessity of cuts and fills for streets and driveways. 4. Areas within a subdivision which are not well suited for development because of existing soil conditions, steepness of slope, geology or hydrology shall be allocated for open space for the benefit of future property owners within the subdivision. 5. Where existing soils and vegetation are disrupted by subdivision development, provision shall be made by the subdivider for revegetation of disturbed areas with perennial vegetation sufficient to stabilize the soil upon completion of the construction. Until such times as such revegetation has been installed and established, the subdivider shall maintain and protect all disturbed surfaces from erosion. 6. Where cuts, fills, or other excavations are necessary, the following development standards shall apply: <ol style="list-style-type: none"> a. Fill areas shall be prepared by removing all organic material detrimental to proper compaction for soil stability. 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

				<p>slopes of three to one (3:1) or steeper, or where fill slope toes out within twelve feet (12') horizontally of the top and existing or planned cut slope.</p> <p>e. Toes of cut and fill slopes shall be set back from property boundaries a distance of three feet (3'), plus one-fifth (1/5) of the height of the cut or the fill, but may not exceed a horizontal distance of ten feet (10'); tops and toes of cut and fill slopes shall be set back from structures at a distance of at least six feet (6'), plus one-fifth (1/5) of the height of the cut or the fill. Additional setback distances shall be provided as necessary to accommodate drainage features and drainage structures.</p>
			Council Findings	All project plans for the townhome development were reviewed and approved by city departments through Design Review Application File No. P21-062, Townhouse Subdivision Preliminary Plat Application File No. P21-058, and Building Permit Applications File No. B22-037. All improvements, including the private driveways, utilities, and right-of-way improvements shall be inspected and approved by city departments prior to issuance of the final Certificate of Occupancy for the detached townhomes on subplot 1A & 1B.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.O	<p>Drainage Improvements: The subdivider shall submit with the preliminary plat application such maps, profiles, and other data prepared by an engineer to indicate the proper drainage of the surface water to natural drainage courses or storm drains, existing or proposed. The location and width of the natural drainage courses shall be shown as an easement common to all owners within the subdivision and the City on the preliminary and final plat. All natural drainage courses shall be left undisturbed or be improved in a manner that will increase the operating efficiency of the channel without overloading its capacity. An adequate storm and surface drainage system shall be a required improvement in all subdivisions and shall be installed by the subdivider. Culverts shall be required where all water or drainage courses intersect with streets, driveways or improved public easements and shall extend across and under the entire improved width including shoulders.</p>
			Council Findings	All project plans for the townhome development were reviewed and approved by city departments through Design Review Application File No. P21-062, Townhouse Subdivision Preliminary Plat Application File No. P21-058, and Building Permit Applications File No. B22-037. All improvements, including the private driveways, utilities, and right-of-way improvements shall be inspected and approved by city departments prior to issuance of the final Certificate of Occupancy for the detached townhomes on subplot 1A & 1B.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.P	<p>Utilities: In addition to the terms mentioned in this section, all utilities including, but not limited to, electricity, natural gas, telephone and cable services shall be installed underground as a required improvement by the subdivider. Adequate provision for expansion of such services within the subdivision or to adjacent lands including installation of conduit pipe across and underneath streets shall be installed by the subdivider prior to construction of street improvements.</p>
			Council Findings	All project plans for the townhome development were reviewed and approved by city departments through Design Review Application File No. P21-062, Townhouse Subdivision Preliminary Plat Application File No. P21-058, and Building Permit Applications File No. B22-037. All improvements, including the private driveways, utilities, and right-of-way improvements shall

				be inspected and approved by city departments prior to issuance of the final Certificate of Occupancy for the detached townhomes on subplot 1A & 1B.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.Q	Off Site Improvements: Where the off site impact of a proposed subdivision is found by the commission or Council to create substantial additional traffic, improvements to alleviate that impact may be required of the subdivider prior to final plat approval, including, but not limited to, bridges, intersections, roads, traffic control devices, water mains and facilities, and sewer mains and facilities.
			Council Findings	This standard is not applicable as no off-site improvements are required for the application
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.R	Avalanche And Mountain Overlay: All improvements and plats (land, planned unit development, townhouse, condominium) created pursuant to this chapter shall comply with City of Ketchum Avalanche Zone District and Mountain Overlay Zoning District requirements as set forth in Title 17 of this Code.
			Council Findings	This standard is not applicable as the subject property is not within the Avalanche Zone District or Mountain Overlay Zone District.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.S	Existing natural features which enhance the attractiveness of the subdivision and community, such as mature trees, watercourses, rock outcroppings, established shrub masses and historic areas, shall be preserved through design of the subdivision.
			Council Findings	The proposed final plat does not create substantial additional traffic, therefore, no improvements are required.

CONCLUSIONS OF LAW

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

DECISION

THEREFORE, the City Council **approves** this Townhouse Final Plat Application File No. P23-054A this Monday, May 6, 2024, subject to the following conditions of approval.

CONDITIONS OF APPROVAL

1. The final plat shall be filed with the Blaine County Recorder within one (1) year after final plat approval by the City Council. Failure to file such final plat within that time shall cause all approvals of such final plat to be null and void.
2. The final plat mylar shall contain all items required under Title 50, Chapter 13, Idaho Code as well as all items required pursuant to Ketchum Municipal Code §16.04.030.J, including certificates and signatures.

Findings of Fact **adopted** this 6th day of May 2024.

Neil Bradshaw, Mayor
City of Ketchum



City of Ketchum

CITY COUNCIL MEETING AGENDA MEMO

Meeting Date: Staff Member/Dept:

Agenda Item:

Recommended Motion:

Reasons for Recommendation:

-
-
-

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

Sustainability Impact:

Financial Impact:

Attachments:

-

2. 2024 SVMoA Summer Celebration Traffic and Site Plan
--

3. 2024 SVMoA Summer Celebration Road Closure



OFFICIAL USE ONLY
Event Name
Event Date
Date Received
Fees Paid

SPECIAL EVENT LICENSE APPLICATION

GENERAL INFORMATION APPLYING TO ALL EVENTS

Special Event: The temporary use of public property, including streets, parking lots, parks, and waterways, for the purpose of conducting certain public events such as, but not limited to, art shows, music concerts, fundraising events, amusement attractions, circuses, carnivals, rodeos, craft fairs, sporting events, contests, dances, tournaments, walk-a-thons, marathons, races, exhibitions or related activities. In addition, a "special event" is any public event which could reasonably be interpreted to cause significant public impact via disturbance, crowd, traffic/parking, or disruption of the normal routine of the community or affected neighborhood. (Ord. 1131, 2015)

Your event application is due twenty (20) days prior to the event if you are a small event or street party; thirty (30) days prior if you are a medium event; and sixty (60) days prior if you are a large event.
ONLY COMPLETE APPLICATIONS WILL BE ACCEPTED.

Please ensure that your Special Event Application has been approved by the City before you promote, market or advertise your event. Conditional approval may be made after the event organizer submits the application and it is initially screened by City staff. Acceptance of your Special Event Application is neither a guarantee of the date or location nor an automatic approval of your event.

Medium and large events must have a pre-application meeting with the City. It is recommended that all events do a walk-through with City Administration prior to submission of application.

Smoking is prohibited in the following outdoor public places: (Ord. 1105, 2013)

- On any "public property"
- Within twenty (20') feet of all designated bus stops
- On all school property, including public and private elementary, secondary, vocational, and trade schools or colleges
- Within any designated "special event zone," unless the "special event zone" has a designated and delineated smoking area identified in an approved Ketchum special event permit application

All events are required to attend a debrief with City staff within five (5) days following the event.

All fees are non-refundable.

Any violation of the conditions of approval for an event, or the event not operating in the manner identified in the event application, may result in the event being canceled or shut down. In addition, if the event is a reoccurring event, future application may be denied. (Ord. 1131, 2015)

APPLICANT INFORMATION:

The applicant must be the chief person of the organization, or an assigned representative authorized to apply on behalf of the organization and plan the event. This person must be available to work closely with the City throughout the permitting process and event.

On-site contact must be accessible at all times from set-up to breakdown of the event.

If your event has more than one contact, in addition to the applicant, please list their information under "Other Contact."

Organization Name: Sun Valley Museum of Art

Are you a non-profit corporation? Yes No

Applicant Name: Daniel DeLuca Title: Manager of Operations

Organization Address: 191 5th Street East (mailing: PO Box 656, Sun Valley, ID 83353)

City: Ketchum State: ID Zip: 83353

Phone: 208-726-9491 Cell: 208-992-7349

Email: dand@svmoa.org

On-Site Contact: Daniel DeLuca Title: Manager of Operations

Address: 191 5th Street East

City: Ketchum State: ID Zip: 83353

Phone: 208-726-9491 Cell: 208-992-7349

Email: dandd@svmoa.org

Emergency Contact: Courtney Gilbert

Phone: 208-726-9491 Cell: 208-459-9436

Email: cgilbert@svmoa.org

Other Contact (such as media, professional event organizer, event service provider or commercial fundraiser hired for this event):

USE OF CITY FACILITIES, PARKS, AND STREETS:

If you are requesting the use of a public park, the City will assist with your park reservation. City will advise if applicant will be responsible for production, posting and removal of required signage, such as "No Parking," etc. As an event organizer, you are required to comply with all City, County, State and Federal Disability Access requirements applicable to your event. All temporary venues, related structures and outdoor sites for special events shall be accessible to persons with disabilities. Disability access includes, but is not limited to, restrooms, clear paths of travel, vendor booth accessibility, building entrances, etc. If your event includes a road closure request, please contact Ben Varner at Mountain Rides at 208-788-7433 prior to submittal of application to ensure the closure will not conflict with their bus schedules. Temporary Traffic Control Plans (TTCP) must be prepared by a qualified firm for review by the Director of Streets and Facilities. If your event requires a road closure on Main Street, please contact Deb Pierson at deb.pierson@itd.idaho.gov or 208-886-7839 for permit application.

If you are requesting use of city facilities, parks, or streets, please indicate below:

PARKS AND TOWN SQUARE

Atkinson Park Forest Service Park

Rotary Park Lucy Loken Park

Other: Town Square

Daily Park Reservation Fees: Up to 100 People (\$160) 101 People or More (\$320)

DESIGNATED EVENT LOCATIONS* (\$100.00)

*All other road closures are subject to a \$500 fee and City Council approval. Road closures on Main Street require an Idaho Transportation Department permit.

Fourth Street between Leadville and East Avenues First Avenue between River and First Streets

First Avenue between Second Street and Sun Valley Road First Avenue between Sun Valley Road and Fourth Street

First Avenue between Fifth and Sixth Streets Picabo Street between Gates Road and Ritchie Drive

Washington Avenue between River and First Streets

TEMPORARY STRUCTURES:

All temporary structures are subject to inspection by the city to assure compliance with building and International Fire Code regulations. (Ord. 1125, 2014)

Tent stakes are not allowed in any City parks, including Town Square. All tents must be weighted down.

All tents having an area more than 200 square feet shall require advance permitting through the Fire Department unless open on all sides. Tents which can hold over 50 or more occupants must provide the Fire Department with a detailed site and floor plan detailing means of egress, seating capacity, location, and type of heating and electrical equipment.

Tents, canopies, or membrane structures shall not be located within 20 feet of lot lines, buildings, other tents, canopies or membrane structures, parked vehicles or internal combustion engines.

Tents must meet the flame propagation performance criteria of NFPA 701.

Combustible materials shall not be located within any tent, canopy, or membrane structure in use for public assembly.

All open flame devices are strictly prohibited within tents unless approved by the fire code official.

Any cooking performed within tents shall require advance approval by the Fire Department.

Will your event have temporary structures, including 10' x 10' pop-up tents? Yes* No

*Describe the size, number, use and assembly and disassembly plan:

Three 10x10 popup tents - 1 at each entrance, 1 over musicians. SVMoA staff will assemble and disassemble.

TRANSPORTATION AND PARKING:

Parking for event organizers, volunteers, vendors and others associated with the production of the event is restricted to long-term parking areas and may not use 2-hour parking spaces.

Where will you direct event attendees to park vehicles?
On surrounding streets

Will the event provide transportation services to the event? Yes* No

*Describe the transportation services:

CITY SERVICES REQUESTS:

Please let us know what City services you need so that we can help you find a solution.

Police services request for (indicate dates and times needed):

Security Traffic Control Parking Control Escort N/A

The Chief of Police will determine the number of police officers to staff the event. The Chief of Police also determines if police services will be needed at a special event for public safety concerns. Fees may be associated with the need for additional police services.

Fire/EMS services request (indicate dates and times needed):

Ambulance Fire Engine N/A

The Fire Chief will determine availability and approval of the request. The Fire Chief also determines if Fire/EMS services will be needed at a special event for public safety concerns. Fees may be associated with the need for Fire/EMS services.

Will your event use city infrastructure such as bathrooms and trash receptacles? Yes* No

*Fees may be associated with the use of city bathrooms and trash receptacles.

PORTABLE RESTROOMS AND HANDWASHING:

Applicant may be required to provide an adequate number of portable restrooms and handwashing stations at the event. The city's public restrooms should not be included in the calculation. Please utilize the Satellite Industries Restroom Calculator at www.satelliteindustries.com/calculator to assist in estimating the needs for your event.

Applicant is responsible for ensuring all equipment is placed where located on site plan.

Restroom Company:

Number of Portable Restrooms: _____ Number of Handwashing Stations: _____

Restroom Drop Off Date: _____ Time: _____

Restroom Pick Up Date: _____ Time: _____

How many staff and volunteers will be managing trash and recycling?

How will staff and volunteers manage trash and recycling during and after the event? (ex.: 2 staff dedicated to monitoring containers, all staff members making a sweep through premises after event ends)

2 staff will monitor trash cans and recycling; all staff will sweep area after event

CONCESSIONS:

The City of Ketchum’s Resolution 19-013 prohibits the sale and distribution of single-use plastic water bottles, plastic straws, plastic bags, or to-go food containers made of plastic or Styrofoam at all city-owned properties and facilities and city events. The Applicant is responsible to ensure vendors do not distribute these items on City property. Applicant shall take all measures necessary to comply with applicable alcohol dispensing laws and regulations, including the prevention of sales to and consumption by minors and the prohibition of consumption off the authorized premises. All ID’s must be checked, and ID bracelet system may be required. Sales tax permits are required for all vendor sales. Catering permits are required for sales of food and alcoholic beverages. These permits are not included in the special event application. Permit applications can be accessed at www.ketchumidaho.org/forms or from the City Clerk office at City Hall. Please contact South Central Public Health District at 208-788-4335 information on requirements for food vendors.

Will any of the following be served at your event:

Alcoholic Beverages Food Merchandise

All vendors should collect state and local sales tax. Vendors serving alcoholic beverages and food must hold a Catering Permit. Sales Tax information and Catering Permits can be obtained from the City Clerk office. A LIST OF VENDORS PARTICIPATING IN YOUR EVENT MUST BE ATTACHED TO THIS APPLICATION OR SUBMITTED TEN (10) DAYS PRIOR TO EVENT. SALE AND DISTRIBUTION OF SINGLE-USE PLASTIC WATER BOTTLES, PLASTIC STRAWS, PLASTIC BAGS AND TO GO FOOD CONTAINERS MADE OF PLASTIC OR STYROFOAM PROHIBITED AT ALL CITY OWNED PROPERTIES, CITY OWNED FACILITIES AND CITY EVENTS. (Resolution 19 013)

BANNERS:

If you would like to reserve space for an over the road banner, please submit complete application to the Special Events Manager. Application can be found here: www.ketchumidaho.org/forms

BUSINESS AND/OR PROPERTY OWNER NOTIFICATION

- Please start the notification process within five (5) days of the city deeming your application complete.
- Special events are required to notify businesses and/or property owners of the date, time, venue, and purpose of event within five (5) days of city receipt of the special event application. Written notice shall be emailed, mailed or hand-delivered to property owners and businesses adjoining the proposed venue. City staff will provide the list and available contact information. Property owners and businesses have seven (7) days in which to submit comments regarding the proposed special event to the city.
- For all events, City staff may elect to provide additional noticing based on the size, location, and scope of the event. Additional noticing may include, but is not limited to, newspaper advertisements and physical mailing to adjacent property owners or business owners. (Ord. 1151, 2015)
- Producer is required to submit acknowledgements of notices to the city, from businesses and property owners adjoining the proposed venue and additional noticing that may be required, within 15 days of the city’s certification of a complete application. This may be done by providing an email response or a written signature response from the recipient.

*For events with amplified sound, producer must notice businesses and property owners in a 250-foot radius of the event location. Contact list will be provided by the city. Those businesses and properties owners outside of the adjacent and required additional notice locations may receive their notification via U.S. Postal Service. Producer must provide the city with certification that those notices have been mailed.

BUSINESS AND/OR PROPERTY OWNER NOTIFICATION

City Staff may require additional noticing based on the size, location, and scope of the event. Additional noticing may include, but is not limited to, newspaper advertisements and physical mailing to adjacent property owners or business owners. (Ord. 1151,2015)

AFFIDAVIT

This affidavit certifies that the SVMoA special event taking place at 1915th St. E. on July 10 meets the following description of a special event as defined in Ketchum Municipal Code Chapter 12.32.010 Definitions.

Special event: The temporary use of public property, including streets, parking lots, parks and waterways, for the purpose of conducting certain public events such as, but not limited to, art shows, music concerts, fundraising events, amusement attractions, circuses, carnivals, rodeos, craft fairs, sporting events, contests, dances, tournaments, walkathons, marathons, races, exhibitions or related activities. In addition, a "special event" is any public event which could reasonably be interpreted to cause significant public impact via disturbance, crowd, traffic/parking or disruption of the normal routine of the community or affected neighborhood.

This affidavit further certifies that the following documents will be provided to complete the application no later than 10 (ten) days prior to the event or on July 10. Please check all that apply.

- Site Plan
- Certificate of Insurance
- ITD Permit
- Temporary Traffic Control Plan (TTCP)

Daniel DeLuca
Event Organizer's Name

Event Organizer's Name

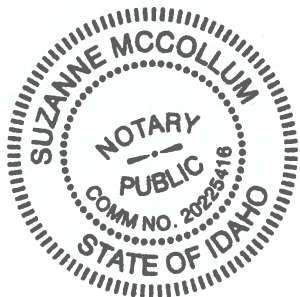
Sno Valley Museum of Art
Organization or Business Name

4/23/24
Date

NOTARY ACKNOWLEDGEMENT

On this 23rd day of April, 2024, before me, Suzanne McCollum, personally appeared Daniel R DeLuca, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within Affidavit, and, being first duly sworn on oath according to law, deposes and says he/she has read the forgoing Affidavit subscribed by him/her, and that the matter stated herein are true best of his/her information, knowledge and belief.

Official seal:



[Signature]
Notary Public

Ketchum, Idaho Cod Blinn
Address:

My Commission expires: 11-15-28

INDEMNIFICATION AGREEMENT

In connection with sponsoring the event described in the attached application, a "Special Event" to be held in Ketchum, and as a condition of obtaining a license therefore, Sun Valley Museum of Art, (hereafter referred to as "Applicant"), agrees that Applicant shall indemnify and save and hold harmless the City of Ketchum, (hereafter referred to as "City"), 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. In addition, Applicant shall maintain and specifically agrees that it will maintain, throughout the course of the "Special Event" liability insurance in which City shall be named insured in the minimum amount as specified in Title 12, Chapter 12.32. The limits of insurance shall not be deemed a limitation of the covenants to indemnify and save and hold harmless City from and for all such losses claims, actions, or judgments for damages or liability to persons or property. Applicant shall provide City with a Certificate of Insurance evidencing Applicant's compliance with the requirements of this paragraph and file such proof of insurance with City Administration.

DATED this 23 day of April, 2024.

Signature of Applicant: [Handwritten Signature]

STATE OF IDAHO

County of Blaine

On this 23rd day of April, 2024, before me, a Notary Public in and for the State of Idaho, personally appeared Daniel R DeLuca, known to me, or proved to me upon satisfactory evidence to be the person whose name is subscribed to the within instrument, and acknowledged to me that he/she executed the same.

WITNESS my hand and official seal.



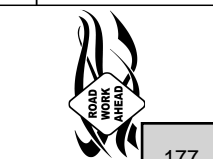
Notary Public: [Handwritten Signature]
Residing at: KETCHUM IDAHO
Commission expires: 11.15.28



5th St at Washington and 1st Ave

Author: Jeremy Barnett
CERT:892778

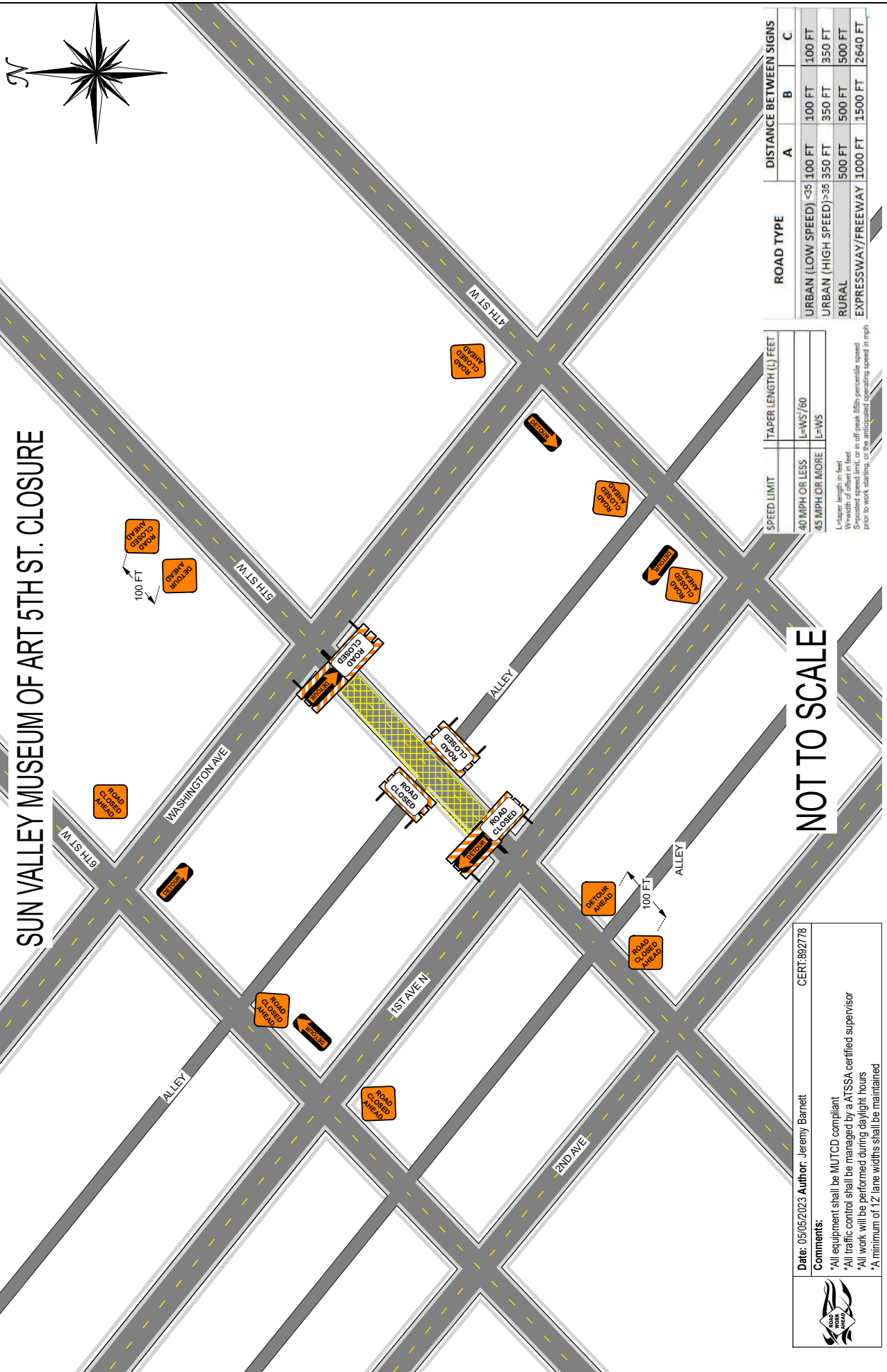
Comments:
 *All equipment shall be MUTCD compliant
 *All traffic control shall be managed by a ATSSA certified supervisor
 *A minimum of 12' lane widths shall be maintained (unless changed by engineer)
 *Any plan changes must be approved and signed off



SPEED LIMIT	TAPER LENGTH (L) FEET	DISTANCE BETWEEN SIGNS		
		A	B	C
40 MPH OR LESS	L=WS/60	100 FT	100 FT	100 FT
45 MPH OR MORE	L=WS	350 FT	350 FT	350 FT
URBAN (LOW SPEED) <= 35		100 FT	100 FT	100 FT
URBAN (HIGH SPEED) >= 35		350 FT	350 FT	350 FT
RURAL		500 FT	500 FT	500 FT
EXPRESSWAY/FREEWAY		1000 FT	1500 FT	2640 FT

Larger length in feet
 Stipulated speed limit, or in all peak 85th percentile speed
 L=Length of sign; WS=width of sign

SUN VALLEY MUSEUM OF ART 5TH ST. CLOSURE



SPEED LIMIT	TAPER LENGTH (L) FEET	DISTANCE BETWEEN SIGNS		
		A	B	C
40 MPH OR LESS	L=WS/60	<35	100 FT	100 FT
45 MPH OR MORE	L=WS	>35	350 FT	350 FT
URBAN (LOW SPEED)		500 FT	500 FT	500 FT
URBAN (HIGH SPEED)		1000 FT	1000 FT	1000 FT
RURAL		1500 FT	1500 FT	2640 FT
EXPRESSWAY/FREEWAY		1000 FT	1500 FT	2640 FT

L=lane length in feet
 W=width of offset in feet
 S=posted speed limit, or in off peak 85th percentile speed prior to work starting, or the anticipated operating speed in mph

NOT TO SCALE

Date: 05/05/2023 **Author:** Jeremy Barnett **CERT:** 892778
Comments:
 *All equipment shall be MUTCD compliant
 *All traffic control shall be managed by a ATSSA certified supervisor
 *All work will be performed during daylight hours
 *A minimum of 12' lane widths shall be maintained





City of Ketchum

CITY COUNCIL MEETING AGENDA MEMO

Meeting Date: Staff Member/Dept:

Agenda Item:

Recommended Motion:

Recommendation to ratify the contract for \$6,457,502 with IMC to complete the council approved scope of the Main Street Rehabilitation Project

Reasons for Recommendation:

- After extensive research and community input staff has come to an agreement with IMC to perform the resulting scope to complete the Main St Project
- Some traffic equipment items that were originally planned to be direct purchased by the City will be procured under an IMC subcontractor (E1 – Signals Electrician) and are included in this contract
- A portion of the IMC scope was awarded to Lunceford Excavation who was already completing the water line relocation in order for the project to meet schedule outlined to the public and businesses.

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

Sustainability Impact:

No significant impact to sustainability present

Financial Impact:

None OR Adequate funds exist in account:	Adequate funds have been approved by council within the Main St Rehabilitation Project account to support PO# 240502 in the amount of \$6,457,502
--	---

Attachments:

- | |
|-----------------------|
| 1. Contract with IMC |
| 2. IMC Purchase Order |

AGREEMENT

THIS AGREEMENT is by and between the City of Ketchum, Idaho (Owner) and Idaho Materials and Construction (Contractor). Owner and Contractor, in consideration of the mutual covenants set forth herein, agree as follows:

1. WORK:

Contractor shall complete the Work as specified or indicated in the Contract Documents.

Milestone 1 - 2nd St to 4th St – Roadway and Bulbout Improvements

This Milestone covers the achievement of Substantial Completion of the Work between 2nd and 4th Streets, including completion of new curb and gutter, all paver sidewalks on both sides of Main Street or a stable acceptable surface, new bulb out curb and gutter and ADA curb ramps with stable acceptable surface if signal and other work is still outstanding. Truncated domes can be installed later if necessary. Installation of new pedestrian light pole foundations is required; street trees will be installed later, but tree well drainage systems must be complete, reconnection of irrigation and power to each tree and light pole and conduits must also be complete. To achieve Substantial Completion, all subsurface utilities and improvements in the sidewalk and bulb out realm must be completed, and the sidewalks generally clear for unimpeded pedestrian movement; pavement in the segment must also be completed though it can be a single leveling course and not final surface. Final connections for lighting and irrigation above ground, trees, and some final surfacing may be completed as part of Final Completion.

Milestone 2 - 4th St to 6th St – Roadway and Bulbout Improvements

This Milestone covers the achievement of Substantial Completion of the Work between 4th to 6th Streets, including completion of new curb and gutter, all paver sidewalks on both sides of Main Street or a stable acceptable surface, new bulb out curb and gutter and ADA curb ramps with stable acceptable surface if signal and other work is still outstanding. Truncated domes can be installed later if necessary. Installation of new pedestrian light pole foundations is required; street trees will be installed later, but tree well drainage systems must be complete, reconnection of irrigation and power to each tree and light pole and conduits must also be complete. To achieve Substantial Completion, all subsurface utilities and improvements in the sidewalk and bulb out realm must be completed, and the sidewalks generally clear for unimpeded pedestrian movement; pavement in the segment must also be completed though it can be a single leveling course and not final surface. Final connections for lighting and irrigation above ground, trees, and some final surfacing may be completed as part of Final Completion.

Milestone 3 – River St to 2nd St – Roadway and Bulbout Improvements

This Milestone covers the achievement of Substantial Completion of the Work between River Street and 2nd Street, including completion of new curb and gutter, all paver sidewalks on both sides of Main Street or a stable acceptable surface, new bulb out curb and gutter and ADA curb ramps with stable acceptable surface if signal and other work is still outstanding. Truncated domes can be installed later if necessary. Installation of new pedestrian light pole foundations is required; street trees will be installed later, but tree well drainage systems must be complete, reconnection of irrigation and

power to each tree and light pole and conduits must also be complete. To achieve Substantial Completion, all subsurface utilities and improvements in the sidewalk and bulb out realm must be completed, and the sidewalks generally clear for unimpeded pedestrian movement; pavement in the segment must also be completed though it can be a single leveling course and not final surface. Final connections for lighting and irrigation above ground, trees, and some final surfacing may be completed as part of Final Completion.

3. **CONTRACT TIMES:**

Contract shall complete the Work as specified or indicated in Contract Documents.

Milestone	Project Element	Substantial Completion Date
1	2 nd St to 4 th Street - Roadway and Bulbout Improvements	July 3, 2024
2	4 th St to 6 th St - Roadway and Bulbout Improvements	August 28, 2024
3	River St to 2 nd St - Roadway Improvements	October 18, 2024

4. **CONTRACT PRICE:**

Owner will pay Contractor for completion of the Work in accordance with the conformed Bid, which is included as part of this Agreement Form.

Base Bid: _____ Six million, four hundred fifty-seven thousand, five hundred and two dollars _____ (words)

TOTAL EXTENDED BID: _____ (words)

5. PAYMENT PROCEDURES:

- a. Submittal and Processing of Payments: Contractor shall submit Applications for Payment. Engineer will process Applications for Payment as provided in the Contract Documents.
- b. Progress Payments and Retainage: Owner will make progress payments on account of the Contract Price based on Contractor's Application for Payment on the date of each month as established in the preconstruction conference during performance of the Work as provided herein. All such payments will be measured as provided in the Contract Documents. Prior to Substantial Completion, progress payments will be reduced by 5% and, in each case, less the aggregate of payments previously made and less such amounts as Engineer may determine or Owner may withhold, including but not limited to liquidated damages, in accordance with the Contract Documents.
- c. Final Payment: Upon final completion and acceptance of the Work in accordance with Contract Documents, Owner will pay the remainder of the Contract Price, releasing withheld retainage, as recommended by Engineer.

6. INTEREST:

- a. Monies not paid when due shall bear interest at the rate 1/2 percent per annum.

7. CONTRACTOR'S REPRESENTATIONS:

To induce Owner to enter into this Agreement, Contractor makes the following representations:

- a. Contractor has examined and carefully studied the Contract Documents and the other related data identified in the Bidding Documents.
- b. Contractor has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
- c. Contractor is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, and performance of the Work.
- d. Contractor has carefully studied: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and drawings of physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities) if any, which have been identified in Paragraph 5.03 of the Supplementary Conditions as containing reliable "technical data", and (2) reports and drawings of Hazardous Environmental Conditions, if any, at the Site which have been identified in Paragraph 5.06 of the Supplementary Conditions as containing reliable "technical data."
- e. Contractor has considered the information known to Contractor; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and Site-related reports and drawings identified in the Contract Documents, with respect to the effect of such information, observations, and documents on 1) the cost, progress, and performance of the Work; 2) the

means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, including any specific means, methods, techniques, sequences, and procedures of construction expressly required by the Contract Documents; and 3) Contractor's safety precautions and programs.

- f. Based on the information and observations referred to above, Contractor does not consider that any further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents.
- g. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
- h. Contractor has given Engineer written notice of conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
- i. The Contract Documents are generally sufficient to indicate and convey understanding of terms and conditions for performance and furnishing of the Work.

8. CONTRACT DOCUMENTS:

The Contract Documents that are attached to this Agreement (except as expressly noted otherwise) consist of the following:

- a. This Agreement Form
- b. Performance & Payment bonds
 - c. Idaho Transportation Department, 2023 Standard Specifications for Highway Construction (not attached)
- d. Special Provisions
 - e. Drawings consisting of sheets with each sheet bearing the following general title: "SH-75, Main Street, Ketchum".
- f. Contractor's Unit Price Form
- g. State Requirements Certification
- h. Affidavit for Securement of Taxes
- i. The following which may be delivered or issued on or after the Effective Date of the Agreement and are not attached hereto:
 - i. Notice to Proceed
 - ii. Work Change Directives.
 - iii. Change Order(s).
- i. There are no Contract Documents other than those listed above in this Article.

9. MISCELLANEOUS:

- a. Successors and Assigns: Owner and Contractor each binds itself, its partners, successors, assigns, and legal representatives to the other party hereto, its partners, successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.
- b. Severability: Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.
- c. Assignment of Contract: No assignment by a party hereto of any rights under or interests in the Contract shall be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, monies that may become due and monies that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment shall release or discharge the assignor from any duty or responsibility under the Contract Documents.

10. CONTRACTOR'S CERTIFICATIONS:

Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this paragraph:

- a. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process or in Contract execution
- b. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract Price at artificial noncompetitive levels, or (c) to deprive Owner of the benefits of free and open competition.
- c. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, noncompetitive levels; and
- d. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement in triplicate. One counterpart each has been delivered to Owner, Contractor, and Engineer. All portions of the Contract Documents have been signed or identified by Owner and Contractor or on their behalf.

This Agreement will be effective on _____, 20_____
(which is the Effective Date of the Agreement).

OWNER: _____ CONTRACTOR: _____

Title: _____ Title: _____

[CORPORATE SEAL]

[CORPORATE SEAL]

Attest: _____

Attest: _____

Title: _____

By: _____

Address: _____

Address: _____

(If Owner is a public body, attach Evidence of authoring to sign and And resolution or other documents authorizing Execution of this Agreement).

Agent for service or process:

(If Contractor is a corporation, a partnership or a joint venture, attach evidence of authority to sign).

SH-75, RIVER ST TO 10TH ST - MAIN ST
Project No. A022(210)
Unit Price Form - May 2, 2024

Unit Price Schedule

Item No.	Description	Estimated Quantity	Unit	IMC Unit Price	IMC Extended Unit Price
REMOVALS					
201-005A	CLEARING & GRUBBING	1	ACRE	\$ 12,000.00	\$ 12,000
202-005A	SELECTIVE REMOVAL OF TREES INCLUDING STUMPS	10	EACH	\$ 1,200.00	\$ 12,000
203-001A	REMOVAL OF OBSTRUCTIONS (PAVERS)	447	SY	\$ 68.00	\$ 30,396
203-001B	REMOVAL OF OBSTRUCTIONS (LANDSCAPE)	71	SY	\$ 110.00	\$ 7,794
203-001C	REMOVAL OF OBSTRUCTIONS (WOOD SIDEWALK)	(19)	SY	\$ 55.00	\$ (1,068)
203-002A	REMOVAL OF OBSTRUCTIONS (LUMINAIRE)	5	EACH	\$ 1,000.00	\$ 5,000
203-002B	REMOVAL OF OBSTRUCTIONS (BIKE RACK)	-	EACH	\$ 300.00	\$ -
203-002C	REMOVAL OF OBSTRUCTIONS (TRASH RECEPTACLE)	-	EACH	\$ 300.00	\$ -
203-003A	REMOVAL OF OBSTRUCTIONS (RETAINING WALL)	142	FT	\$ 105.00	\$ 14,900
203-005A	REMOVAL OF OBSTRUCTIONS (RAMP AND HANDRAILS)	-	LS	\$ -	\$ -
203-006A	REMOVAL OF SIGN	47	EACH	\$ 175.00	\$ 8,225
203-015A	REMOVAL OF BITUMINOUS SURFACE	14,494	SY	\$ 26.00	\$ 376,856
203-055A	REMOVAL OF CONCRETE PAVEMENT	23	SY	\$ 55.00	\$ 1,283
203-060A	REMOVAL OF CONCRETE SIDEWALK	189	SY	\$ 70.00	\$ 13,207
203-070A	REMOVAL OF CURB & GUTTER	2,810	FT	\$ 13.00	\$ 36,530
203-085A	REMOVAL OF GUTTER	41	FT	\$ 25.00	\$ 1,025
203-090A	REMOVAL OF INLET	12	EACH	\$ 3,000.00	\$ 36,000
203-122A	REMOVAL OF MISCELLANEOUS ITEMS (POLE FOUNDATION)	7	EACH	\$ 300.00	\$ 2,100
203-122B	REMOVAL OF MISCELLANEOUS ITEMS (SIGNAL HEAD)	6	EACH	\$ 1,000.00	\$ 6,000
203-123B	REMOVAL OF MISCELLANEOUS ITEMS (PIPE)	167	FT	\$ 35.00	\$ 5,845
203-130B	REMOVAL OF PAVEMENT MARKINGS	19	SF	\$ 60.00	\$ 1,140
ROADWAY & HARDSCAPE					
205-005A	EXCAVATION	1,192	CY	\$ 90.00	\$ 107,279
205-030A	BORROW	4	CY	\$ 75.00	\$ 332
301-005A	GRANULAR SUBBASE	616	TON	\$ 140.00	\$ 86,220
303-022A	3/4" AGGREGATE TYPE B FOR BASE	1,818	TON	\$ 140.00	\$ 254,464
401-014A	DILUTED EMULSIFIED ASPHALT FOR TACK COAT	1,123	GAL	\$ 20.00	\$ 22,454
405-240A	MISCELLANEOUS PAVEMENT	-	SY	\$ 165.00	\$ -
405-245A	APPROACH	-	EACH	\$ 6,000.00	\$ -
405-455A	SUPERPAVE HMA PAVEMENT INCLUDING ASPHALT & ADDITIVES CLASS SP-5	4,642	TON	\$ 190.00	\$ 881,911
509-010A	NON-STRUCTURAL CONCRETE	-	SY	\$ 785.00	\$ -
614-015A	SIDEWALK	143	SY	\$ 195.00	\$ 27,809
614-020A	DRIVEWAY	59	SY	\$ 265.00	\$ 15,517
614-025A	CURB RAMP	359	SY	\$ 335.00	\$ 120,269
615-256A	CURB TYPE 1	301	FT	\$ 150.00	\$ 45,150
615-257A	CURB TYPE 2	36	FT	\$ 150.00	\$ 5,400
615-331A	GUTTER TYPE 1	33	FT	\$ 150.00	\$ 4,950
615-492A	CURB & GUTTER TYPE 2	-	FT	\$ 150.00	\$ -
615-651A	TRAFFIC SEPARATOR TYPE 1	52	FT	\$ 150.00	\$ 7,800
S605-10A	CONC COLLAR	1	EACH	\$ 950.00	\$ 950
S904-05A	SP CONCRETE RAMP AND STAIRS	-	LS	\$ -	\$ -
S911-05A	SP 6" ROLLED CURB & GUTTER	3,856	FT	\$ 79.00	\$ 304,624
S911-05B	SP 6" RIBBON CURB	140	FT	\$ 150.00	\$ 21,000
S912-05A	SP PAVER SIDEWALK	2,748	SY	\$ 188.00	\$ 516,687
S912-05B	SP WOOD SIDEWALK	37	SY	\$ 700.00	\$ 25,900
S912-05D	SP PAVER CURB RAMP	59	SY	\$ 716.00	\$ 42,244
S912-05E	SP NEW SNOWMELT	60	SY	\$ 75.00	\$ 4,500

SH-75, RIVER ST TO 10TH ST - MAIN ST
Project No. A022(210)
Unit Price Form - May 2, 2024

Unit Price Schedule

Item No.	Description	Estimated Quantity	Unit	IMC Unit Price	IMC Extended Unit Price
DRAINAGE					
605-025A	12" STORM SEWER PIPE	396	FT	\$ 84.00	\$ 33,264
605-035A	18" STORM SEWER PIPE	66	FT	\$ 140.00	\$ 9,240
605-455A	MANHOLE TYPE A	1	EACH	\$ 9,250.00	\$ 9,250
605-500A	CATCH BASIN TYPE 1	18	EACH	\$ 4,750.00	\$ 85,500
605-635A	ADJUST MANHOLE COVERS	16	EACH	\$ 3,000.00	\$ 48,000
605-640A	ADJUST VALVE COVERS	11	EACH	\$ 3,000.00	\$ 33,000
605-655A	DRYWELL	3	EACH	\$ 8,050.00	\$ 24,150
606-110A	PIPE UNDERDRAIN	143	LF	\$ 120.00	\$ 17,160
SIGNAL AND ILLUMINATION					
587-005A	PAINTING STRUCTURAL STEEL		LS	\$ -	\$ -
619-010A	ILLUMINATION TYPE 2 (Allowance)	1	LS	\$ 50,000.00	\$ 50,000
656-010A	SIGNAL HOUSING (Install price only)	18	EACH	\$ 2,161.76	\$ 38,912
656-015A	INTERSECTION PREEMPTION DETECTION SYSTEM	2	EACH	\$ 31,234.60	\$ 62,469
656-020B	INTERSECTION DETECTION SYSTEM - RADAR (Install price only)	3	EACH	\$ 24,644.30	\$ 73,933
656-020C	INTERSECTION DETECTION SYSTEM - VIDEO	-	EACH	\$ 25,000.00	\$ -
656-020E	INTERSECTION DETECTION SYSTEM - THERMAL	-	EACH	\$ 8,000.00	\$ -
656-030A	INTERSECTION SIGNAL STRUCTURE (Install price only)	2	EACH	\$ 42,732.40	\$ 85,465
656-035A	INTERSECTION PEDESTRIAN SYSTEM (Install price only)	12	EACH	\$ 2,462.66	\$ 29,552
656-040A	SIGNAL CABINET (Install price only)	3	EACH	\$ 15,666.86	\$ 47,001
656-045A	SIGNAL CONTROLLER (Install price only)	3	EACH	\$ 778.80	\$ 2,336
656-070A	ADDITIONAL ELECTRICAL ITEMS (Signals only)	1	LS	\$ 351,467.84	\$ 351,468
657-015A	RRFB, AC POWERED (Already procured by City)	1	EACH	\$ 39,488.60	\$ 39,489
657-020A	RRFB, SOLAR POWERED (Already procured by City)	1	EACH	\$ 37,488.60	\$ 37,489
S901-05H	SP TRAFFIC SIGNAL HOUSE - RESET	4	EACH	\$ 2,096.86	\$ 8,387
S901-05J	SP BOLT DOWN TUBULAR MARKER	18	EACH	\$ 605.00	\$ 10,890
S901-05K	SP INSTALL ORNAMENTAL POLE	16	EACH	\$ 2,000.00	\$ 32,000
S904-05D	SP INTELLIGENT TRANSPORTATION SYSTEM	1	LS	\$ 203,917.20	\$ 203,917
	Conduit and Locate Wire	3,380	LF	\$ 46.38	
	Junction Vaults	17	EACH	\$ 2,223.12	
	Splice Vaults	3	EACH	\$ 3,119.92	
SIGNING AND PAVEMENT MARKINGS					
616-010A	SIGN TYPE B-1	140	SF	\$ 55.50	\$ 7,770
616-040G	STEEL SIGN POST TYPE B-2	100	FT	\$ 645.00	\$ 64,500
616-040K	STEEL SIGN POST TYPE E-2	297	FT	\$ 72.00	\$ 21,384
616-080A	REINSTALL SIGN FACE	40	EACH	\$ 305.00	\$ 12,200
616-090A	SPECIAL INSTALL SIGN (Procure and Install sign)	8	EACH	\$ 815.00	\$ 6,520
616-100A	SIGN BRACES	24	LB	\$ 96.50	\$ 2,316
630-005A	TRANSVERSE, WORD, SYMBOL, AND ARROW PAVEMENT MARKINGS - WATERBORNE	3,200	SF	\$ 5.30	\$ 16,960
630-010A	TRANSVERSE, WORD, SYMBOL, AND ARROW PAVEMENT MARKINGS - PREFORMED THERMOPLASTIC	4,000	SF	\$ 19.00	\$ 76,000
630-025A	LONGITUDINAL PAVEMENT MARKING - WATERBORNE	19,300	FT	\$ 1.00	\$ 19,300
UTILITIES					
STREETSCAPE AND IRRIGATION					
S900-05A	CONTINGENCY AMOUNT ADDITIONAL ELECTRICAL WORK	280,000	CA	\$ 1.00	\$ 280,000
	Conduit and Locate Wire	(120,000)	LF	\$ 46.38	
	Junction Vaults	17	EACH	\$ 2,223.12	
	Splice Vaults	6	EACH	\$ 3,119.92	

SH-75, RIVER ST TO 10TH ST - MAIN ST
Project No. A022(210)
Unit Price Form - May 2, 2024

Unit Price Schedule

Item No.	Description	Estimated Quantity	Unit	IMC Unit Price	IMC Extended Unit Price
S901-05A	SP TREE IRRIGATION ADJUSTMENT	10	EACH	\$ 5,500.00	\$ 55,000
S901-05B	SP ELECTRICAL RECEPTACLE ADJUSTMENT	10	EACH	\$ 1,000.00	\$ 10,000
S901-05C	SP POST ADJUSTMENT	6	EACH	\$ 1,000.00	\$ 6,000
S901-05D	SP TREE GRATES	30	EACH	\$ 3,400.00	\$ 102,000
S901-05E	SP TREE (AUTUMN BLAZE MAPLE)	34	EACH		\$ -
S901-05F	SP FURNISHING FOOTING	-	EACH	\$ 450.00	\$ -
S904-05B	SP IRRIGATION RELOCATION	1	LS	\$ 24,500.00	\$ 24,500
S912-05C	SP ADJUST EXISTING SNOWMELT	595	SY	\$ 65.00	\$ 38,675
S901-05G	SP MODULAR SUSPENDED PAVEMENT SYSTEM (SILVA CELL)	46	SY	\$ 905.00	\$ 41,630
TEMPORARY/TRAFFIC CONTROL					
Z629-05A	MOBILIZATION (≤10% OF SCHEDULE BID TOTAL)	1	LS	\$ 520,567.18	\$ 520,567
675-005A	SURVEY	1	LS	\$ 104,113.44	\$ 104,113
S904-05D	SP EROSION AND SEDIMENT CONTROL	1	LS	\$ 47,000.00	\$ 47,000
107-019A	SURVEY MONUMENT PRESERVATION	10,000	CA	\$ 1.00	\$ 10,000
205-060A	WATER FOR DUST ABATEMENT	2,000	MG	\$ 32.00	\$ 64,000
626-005A	PEDESTRIAN CHANNELING DEVICES	6,000	FT	\$ 8.50	\$ 51,000
626-010A	TEMPORARY TRAFFIC CONTROL SIGNS	600	SF	\$ 25.00	\$ 15,000
626-025A	BARRICADE	40	EACH	\$ 125.00	\$ 5,000
626-080A	TEMPORARY CURB RAMP	40	EACH	\$ 2,350.00	\$ 94,000
626-105A	TEMPORARY TRAFFIC CONTROL MAINTENANCE	500	HR	\$ 65.50	\$ 32,750
626-112B	FLOOD LIGHTS	200	DAY	\$ 50.00	\$ 10,000
626-115A	PORTABLE CHANGEABLE MESSAGE SIGN (PCMS)	1,000	DAY	\$ 60.00	\$ 60,000
626-120A	FLAGGER CONTROL	2,000	HR	\$ 65.50	\$ 131,000
626-125A	PILOT CAR	1,000	HR	\$ 92.00	\$ 92,000
626-130B	TEMPORARY TRAFFIC CONTROL SIGNAL	200	DAY	\$ 59.00	\$ 11,800
626-135A	WEIGHTED BASE TUBULAR MARKERS	200	EACH	\$ 18.00	\$ 3,600
Total of Extended Unit Prices					\$ 6,457,502



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: 24088

To: 5162 IDAHO MATERIALS & CONSTRUCTION 1310 ADDISON AVENUE WEST TWIN FALLS ID 83301	Ship to: CITY OF KETCHUM PO BOX 2315 KETCHUM ID 83340
---	---

P. O. Date	Created By	Requested By	Department	Req Number	Terms
05/02/2024	KCHOMA	KCHOMA		0	

Quantity	Description	Unit Price	Total
1.00	MAIN STREET REHABILITATION CONTRACT 03-4193-7135	6,457,502.00	6,457,502.00
	SHIPPING & HANDLING		0.00
	TOTAL PO AMOUNT		6,457,502.0

 Authorized Signature



CITY COUNCIL MEETING AGENDA MEMO

Meeting Date:	May 6, 2024	Staff Member/Dept:	Paige Nied, Associate Planner Planning and Building Department
---------------	-------------	--------------------	---

Agenda Item:	Recommendation to hold a public hearing and approve the Lot 3A, Block 1, Beaver Springs Subdivision Lot Line Shift Application and Adopt the Findings of Fact, Conclusions of Law, and Decision.
--------------	--

Recommended Motion:

“I move to approve the Lot 3A, Block 1, Beaver Springs Subdivision Lot Line Shift Application, as conditioned, and adopt the Findings of Fact, Conclusions of Law, and Decision.”

Reasons for Recommendation:

- | |
|---|
| <ul style="list-style-type: none"> The request meets all applicable standards for Readjustment of Lot Lines (Lot Line Shift) as specified in the Ketchum Municipal Code’s Subdivision (Title 16) regulations. |
| <ul style="list-style-type: none"> Consistent with Ketchum Municipal Code §16.04.020, the proposal meets the definition of Readjustment of Lot Lines because: (1) modifications proposed are to the building envelope within the existing property boundary, (2) proposed Lot 3A complies with all dimensional standards required in the Limited Residential – Two Acre Zone District, and (3) the proposal does not create additional lots or dwelling units. |
| <ul style="list-style-type: none"> All city departments have reviewed the proposal and have no concerns with the proposed lot line shift. |

Policy Analysis and Background:

<p>The Lot Line Shift Application (File No. P24-018) proposes to modify the building envelope on the subject property located at 113 Sheep Meadow Lane (Lot 3, Block 1, Beaver Springs Subdivision) which is within the city’s Limited Residential – Two Acre (LR-2) Zone District. The lot is developed with an existing single-family residence that was built in 1978. The applicant intends to redevelop the site and has submitted a demolition permit for the existing residence and a building permit and floodplain development permit for the construction of a new single-family residence. The demolition permit was approved on April 11, 2024. The building permit and floodplain development permit are currently under review.</p>

<p>The Beaver Springs Subdivision was platted by Blaine County in 1978 and was annexed into Ketchum city limits on September 17, 1990 (Ordinance #544). Please see Attachment 2 for the original Beaver Springs Subdivision Plat. The subdivision is unique as the building envelopes platted for each lot are circular. Multiple lot line shift applications for modifying the building envelope for lots within the subdivision have been approved by the City Council since its annexation. These prior applications include:</p>
--

- | |
|--|
| <ul style="list-style-type: none"> 2000: Lot 4A 2000: Lot 7A |
|--|

- 2000: Lot 11A
- 2004: Lot 12C
- 2014: Lot 20B
- 2019: Lot 17B

Consistent with Ketchum Municipal Code (KMC) §16.04.020, the proposal meets the definition of Readjustment of Lot Lines because: (1) the modifications proposed are to the building envelope within the existing property boundary, (2) the proposed Lot 3A complies with all dimensional standards required in the Limited Residential – Two Acre (LR-2) Zone District, and (3) the proposal does not create additional lots or dwelling units.

During department review, City staff reviewed the lot line shift application for conformance with Ketchum Municipal Code (KMC) 16.04.030 – *Procedures for subdivision approval* and KMC 16.04.060 – *Readjustment of Lot Lines Procedures*. Please see the draft Findings of Fact in Attachment 3 for the review of all requirements and standards. Where “N/A” is checked, the standard is not applicable as the standard applies to the creation of new subdivisions, new lots, or new infrastructure. As no new development is proposed, no upgrades to existing utility infrastructure are required.

No concerns or issues were raised by other city departments during department review regarding the proposed lot line shift. As conditioned, the proposed Lot 3A, Block 1, Beaver Springs Subdivision final plat meets the standards for Readjustment of Lot Lines under Title 16 of the Ketchum Municipal Code.

Sustainability Impact:

This application has no impact on the City’s ability to meet the Ketchum Sustainability Action Plan.

Financial Impact:

None	There is no financial request to the City of Ketchum for the application and therefore no budget implications.
------	--

Attachments:

1. Lot Line Shift Application Materials
2. Beaver Springs Subdivision Plat
3. Lot 3A Final Plat
4. Draft Findings of Fact, Conclusions of Law, and Decision



City of Ketchum

Attachment 1: Lot Line Shift Application Materials



City of Ketchum
Planning & Building

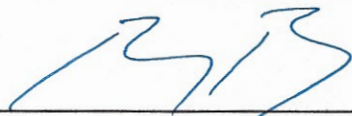
OFFICIAL USE ONLY	
File Number:	P24-018
Date Received:	3/8/24
By:	HLN
Fee Paid:	\$1700
Approved Date:	
Denied Date:	
By:	

Readjustment of Lot Lines (Lot Line Shift) Application

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

OWNER INFORMATION	
Owner Name: Stephanie Booth Murray Shafran, Trustee of the Stephanie Booth Murray Living Trust u/t/d May 4th, 2004, and Steven Shafran, a married man as his sole and separate property	
Mailing Address: PO Box 6893, Ketchum, ID 83340	
Phone: 202-870-1020	
Email: steven@theshafrens.com , sb@stephbooth.com	
PROJECT INFORMATION	
Name of Proposed Plat: Lot 3A, Block 1, Beaver Springs Subdivision	
Representative of Owner: Riley Buck, Pioneer Cabin Company	
Phone: 208-720-7930	
Mailing Address: P.O. Box 3488, Ketchum, ID 83340	
Email: riley@pioneercompany.com	
Legal Land Description: Lot 3, Block 1, Beaver Springs Subdivision	
Project Address: 113 Sheep Meadow Lane	
Number of Lots: 1	Number of Units: 0
Total Land Area in Square Feet: 126,880 Sq. Ft. +/-	Current Zoning District: LR-2
Overlay District: <input checked="" type="checkbox"/> Flood <input type="checkbox"/> Mountain <input type="checkbox"/> Avalanche	
Easements to be Dedicated on the Final Plat (Describe Briefly):	
10' Fisherman's Access Easement and a 25' Riparian Setback.	
Existing Easements as shown on the plat of Beaver Springs Subdivision remain as platted.	
ATTACHMENTS NECESSARY TO COMPLETE APPLICATION	
1. A copy of a current lot book guarantee and recorded deed to the subject property;	
2. Title report	
3. PDF version of the final plat.	

Applicant agrees in the event of a dispute concerning the interpretation or enforcement of the Lot Line Shift Application, in which the City of Ketchum is the prevailing party, to pay reasonable attorney fees, including attorney fees on appeal, and expenses of the City of Ketchum. I, the undersigned, certify that all information submitted with and upon this application form is true and accurate to the best of my knowledge and belief.

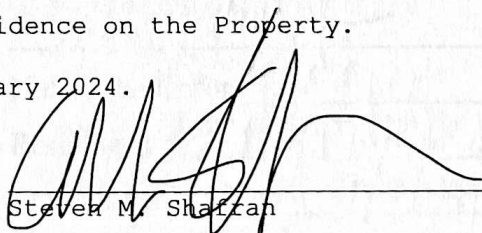

Signature of Owner/Representative

2-29-24
Date

PROXY

We, Steven M. Shafran and Stephanie Booth Murray Shafran, Trustee of the Stephanie Booth Murray Living Trust, dated May 4, 2004, are co-owners of certain real property in Ketchum located at 113 Sheep Meadow Lane and more particularly described as Lot 3, Block 1 of the Beaver Springs Subdivision ("Property"). We are currently under contract to sell the Property to Sheep Meadow LLC, an Idaho Limited Liability Company. Michael John is the managing member of Sheep Meadow LLC. Sheep Meadow LLC desires to commence application for lot line shift, demolition permit, flood plain development approval and building permit with the City of Ketchum ("City") for construction of a residence on the Property before closing the purchase of the Property. We are agreeable to authorize Sheep Meadow LLC to commence the appropriate City processes and receive City approval for lot line shift, flood plain development approval and issuance of demolition permit and building permit from the City prior to closing. Therefore we hereby appoint Michael John, as managing member of Sheep Meadow LLC, and his Contractor Riley Buck, as our proxy to do all things necessary to apply and obtain a lot line shift, flood plain development approval, demolition permit and a building permit from the City of Ketchum for construction of a residence on the Property and to represent us as co-owners in the application process and otherwise act for us in the same manner and with the same effect as if we personally undertook the application processes described herein for construction of a single family residence on the Property.

DATED this 23 day of February 2024.



Steven M. Shafran

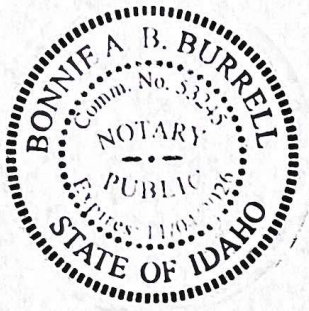


Stephanie Booth Murray Shafran, Trustee

STATE OF IDAHO)
) ss.
County of Blaine)

On this 23 day of February 2024, before me, the undersigned, a Notary Public in and for said state, personally appeared Steven M. Shafran, known or identified to me to be the persons whose name are subscribed to the within instrument and acknowledged to me that he executed the same.

WITNESS My hand and seal the day and year in this certificate first above written.

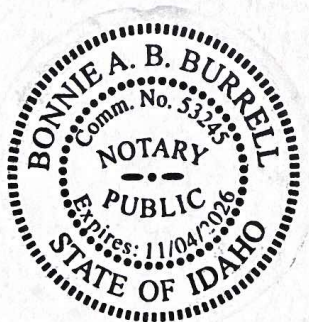


Bonnie A. Burrell
Notary Public for Idaho
Residing at 431 Golconda Dr.
Commission expires: 11/4/26

STATE OF IDAHO)
) ss.
County of Blaine)

On this 23 day of February 2024, before me, the undersigned, a Notary Public in and for said state, personally appeared Stephanie Booth Murray Shafran, identified to me to be the Trustee whose name is subscribed to the within instrument and acknowledged to me that she executed the same as Trustee of the Stephanie Booth Murray Living Trust, dated May 4, 2004 Family Trust.

WITNESS My hand and seal the day and year in this certificate first above written.



Bonnie A. Burrell
Notary Public for Idaho
Residing at 431 Golconda Dr.
Commission expires: 11/4/26

**ALTA COMMITMENT FOR TITLE INSURANCE (07-01-2021)
SCHEDULE A**

ISSUED BY
STEWART TITLE GUARANTY COMPANY

Transaction Identification Data, for which the Company assumes no liability as set forth in Commitment Condition 5.e.:

Issuing Agent: Blaine County Title, Inc.
Issuing Office: 360 Sun Valley Road, P.O. Box 3176, Ketchum, ID 83340
Issuing Office's ALTA® Registry ID: 1074245
Loan ID Number:
Commitment Number: 2325346
Issuing Office File Number: 2325346
Property Address: 113 Sheep Meadow Lane, Ketchum, ID 83340
Revision Number:

1. **Commitment Date:** January 30, 2024 at 8:00 A.M.

2. **Policy to be issued:** **Proposed Amount of Insurance**

(a) 2021 ALTA® Owner's Policy - Standard

Proposed Insured: Sheep Meadow, LLC, an Idaho Limited Liability Company

(b) 2021 ALTA® Loan Policy

Proposed Insured:

3. **The estate or interest in the Land at the Commitment Date is:**

Fee Simple

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

Stephanie Booth Murray Shafran, Trustee of the Stephanie Booth Murray Living Trust u/t/d May 4th, 2004 and Steven Shafran, a married man as his sole and separate property

5. **The Land is described as follows:**

Lot 3, Block 1 of BEAVER SPRINGS SUBDIVISION, as shown on the official plat thereof, recorded as Instrument No. 181497, Records of Blaine County, Idaho.

STEWART TITLE GUARANTY COMPANY


Authorized Countersignature

STATEMENT OF CHARGES

These charges are due and payable before a policy can be issued
Owner's Policy:
Reissue Credit of

This page is only a part of a 2021 ALTA® Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I - Requirements; and Schedule B, Part II - Exceptions; and a countersignature by the Company or its issuing agent that may be in electronic form.

Copyright 2021 American Land Title Association. All rights reserved.

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.

File No. 2325346

ID ALTA Commitment for Title Insurance Schedule A (07-01-2021) SOC

Page 1 of 1



**ALTA COMMITMENT FOR TITLE INSURANCE (07-01-2021)
SCHEDULE B PART I**

ISSUED BY
STEWART TITLE GUARANTY COMPANY

Requirements

File No.: 2325346

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.
 - a. Warranty Deed from Stephanie Booth Murray Shafran, Trustee of the Stephanie Booth Murray Living Trust u/t/d May 4th, 2004 and Steven Shafran, a married man as his sole and separate property to Sheep Meadow, LLC, an Idaho Limited Liability Company conveying the title to the Land herein described.
 - b.
5. Release of Construction and Permanent Deed of Trust and Fixture Filing to secure an indebtedness in the amount shown below, and any other obligations secured thereby:
Amount: \$12,500,000.00
Dated: 03/15/2022
Grantor: Steven Shafran, a married man as his sole and separate property and Stephanie Booth Murray Shafran, Trustee of the Stephanie Booth Murray Living Trust u/t/d May 4th, 2004
Trustee: Fidelity National Title Insurance Company
Beneficiary: First Republic Bank
Recorded: 03/15/2022, as Instrument No. 692219, records of Blaine County, Idaho
6. The Company must be furnished with a copy of the Agreement, Indenture or Declaration of Trust of the **Stephanie Booth Murray Living Trust u/t/d May 4th, 2004**, together with copies of any amendments, modifications, or revocations. In the event there have been no amendments, modifications, or revocations, the Company will require satisfactory evidence to that effect. At the time the Company is furnished with these items, the Company may make additional requirements or exceptions.
7. The Company requires for its review satisfactory copy of the Operating Agreement and the regulations of the limited liability company, any amendment thereof and satisfactory evidence of authority of the officers, managers, or members to execute the documents for **Sheep Meadow, LLC**.

This page is only a part of a 2021 ALTA® Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I - Requirements; and Schedule B, Part II - Exceptions; and a countersignature by the Company or its issuing agent that may be in electronic form.

Copyright 2021 American Land Title Association. All rights reserved.

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use.

All other uses are prohibited. Reprinted under license from the American Land Title Association.

File No. 2325346

ALTA Commitment For Title Insurance Schedule B I (07-01-2021)

Page 1 of 2

AMERICAN
LAND TITLE
ASSOCIATION

**ALTA COMMITMENT FOR TITLE INSURANCE (07-01-2021)
SCHEDULE B PART I**

ISSUED BY
STEWART TITLE GUARANTY COMPANY

Requirements

9. Delivery to the Company of the Affidavit as to Debts and Liens. Upon acceptance and review of said Affidavit, title will be subject to such further matters as appear necessary and appropriate following such review.
10. Pursuant to the State of Idaho Insurance Regulations, a cancellation fee is to be charged on all cancelled orders. Unless otherwise advised, orders will be considered cancelled six months after the effective date on the Commitment. The amount of the fee assessed shall be in accordance with our rate filing with the Idaho Department of Insurance.

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

This page is only a part of a 2021 ALTA® Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I - Requirements; and Schedule B, Part II - Exceptions; and a countersignature by the Company or its issuing agent that may be in electronic form.

Copyright 2021 American Land Title Association. All rights reserved.

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use.

All other uses are prohibited. Reprinted under license from the American Land Title Association.

File No. 2325346

ALTA Commitment For Title Insurance Schedule B I (07-01-2021)

Page 2 of 2

AMERICAN
LAND TITLE
ASSOCIATION

ALTA COMMITMENT FOR TITLE INSURANCE (07-01-2021)

SCHEDULE B PART II

ISSUED BY
STEWART TITLE GUARANTY COMPANY

Exceptions

File No.: 2325346

Some historical land records contain Discriminatory Covenants that are illegal and unenforceable by law. This Commitment and the Policy treat any Discriminatory Covenant in a document referenced in Schedule B as if each Discriminatory Covenant is redacted, repudiated, removed, and not republished or recirculated. Only the remaining provisions of the document will be excepted from coverage.

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

1. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I - Requirements are met.
2. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records. Proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by Public Record.
3. Any facts, rights, interests, or claims which are not shown by the Public Records, but which could be ascertained by an inspection of the Land or by making inquiry of persons in possession thereof.
4. Easements, liens, or encumbrances, or claims thereof, which are not shown by the Public Records.
5. Discrepancies, conflicts in boundary lines, shortages in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by the Public Records.
6. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims, or title to water, whether or not the matters excepted under (a), (b) or (c) are shown by the Public Records.
7. Any lien or right to a lien for services, labor, equipment, or material heretofore or hereafter furnished, imposed by law and not shown by the Public Records.
8. Rights of the state or federal government and/or public in and to any portion of the land for right of way (whether or not such rights are shown by recordings of easements and/or maps in the Public Records by the State of Idaho showing the general location of these rights of way).
9. Minerals of whatsoever kind, subsurface and surface substances, including but not limited to coal, lignite, oil, gas, uranium, clay, rock, sand and gravel in, on, under and that may be produced from the Land, together with all rights, privileges, and immunities relating thereto, whether or not appearing in the Public Records or listed in Schedule B. The Company makes no representation as to the present ownership of any such interests. There may be leases, grants, exceptions or reservations of interests that are not listed.

This page is only a part of a 2021 ALTA® Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I - Requirements; and Schedule B, Part II - Exceptions; and a countersignature by the Company or its issuing agent that may be in electronic form.

Copyright 2021 American Land Title Association. All rights reserved.

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use.

All other uses are prohibited. Reprinted under license from the American Land Title Association.

File No. 2325346

ID ALTA Commitment For Title Insurance Schedule B II (07-01-2021)

Page 1 of 4

AMERICAN
LAND TITLE
ASSOCIATION

ALTA COMMITMENT FOR TITLE INSURANCE (07-01-2021)

SCHEDULE B PART II

ISSUED BY
STEWART TITLE GUARANTY COMPANY

Exceptions

10. General taxes for the year 2023, a lien in the amount of \$22,235.98, of which \$11,240.01 is PAID and \$10,995.97 is due on or before June 20, 2024. (Parcel No. RPK04220000030)
11. General taxes for the year 2024 and subsequent years, which are a lien not yet payable.
12. Water and sewer charges of the City of Ketchum.
13. Ketchum rubbish charges billed by Clear Creek Disposal.
14. Levies and Assessments of Beaver Springs Homeowners Association.
15. Restrictions, Covenants and Easements, including the terms and provisions thereof, as disclosed in Warranty Deed recorded May 26, 1977 as [Instrument No. 173866](#), and May 2, 1978 as [Instrument No. 182542](#), and Amended July 26, 1987 as [Instrument No. 285465](#), records of Blaine County, Idaho.
16. Grant of Easement, including the terms and provisions thereof, in favor of the City of Ketchum, recorded April 12, 1978 as [Instrument No. 181971](#) and Corrected as [Instrument No. 353410](#), records of Blaine County, Idaho.
17. Notes, Easements and Restrictions as shown on the plat of Beaver Springs Subdivision, recorded March 29, 1978 as [Instrument No. 181497](#), records of Blaine County, Idaho.
18. Declaration of Restrictions of Beaver Springs Subdivision, including the terms and provisions thereof, recorded April 6, 1978 as [Instrument No. 181805](#) and Amendments recorded as [Instrument No. 278727](#), [515751](#) and [554935](#) records of Blaine County, Idaho.
19. Underground Power Line Easement, including the terms and provisions thereof in favor of Idaho Power Company, recorded June 26, 1980, as [Instrument No. 201024](#), records of Blaine County, Idaho,
20. Underground Power Line Easement, including the terms and provisions thereof, in favor of Idaho Power Company, recorded November 26, 1980 as [Instrument No. 209216](#), records of Blaine County, Idaho.
21. Beaver Springs Annexation Agreement and Agreement for Services, including the terms and provisions thereof, recorded October 15, 1990 as [Instrument No. 324564](#), records of Blaine County, Idaho.
22. Any adverse claim based upon the assertion that
 - a) Some portion of the land forms the bed or bank of a navigable river or lake, or lies below the mean high water mark thereof;
 - b) The boundary of the land has been affected by a change in the course or water level of a navigable river or lake;
 - c) The land is subject to water rights, claims or title to water and to any law or governmental regulation pertaining to wetlands.
23. Notices of liens if any, in favor of the State Tax Commission, the Department of Labor and Department of Health and Welfare of the State of Idaho filed in the office of the Secretary of State pursuant to Chapter 19, Title 45, Idaho Code. (The Idaho State Tax Commission electronically files liens with the office of the Secretary of State and not with the Blaine County Recorder. Until final review at closing, title may be subject to such further matters as appear necessary and appropriate following such review.)

This page is only a part of a 2021 ALTA® Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I - Requirements; and Schedule B, Part II - Exceptions; and a countersignature by the Company or its issuing agent that may be in electronic form.

Copyright 2021 American Land Title Association. All rights reserved.

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use.

All other uses are prohibited. Reprinted under license from the American Land Title Association.

File No. 2325346

ID ALTA Commitment For Title Insurance Schedule B II (07-01-2021)

Page 2 of 4

AMERICAN
LAND TITLE
ASSOCIATION

**ALTA COMMITMENT FOR TITLE INSURANCE (07-01-2021)
SCHEDULE B PART II**

ISSUED BY
STEWART TITLE GUARANTY COMPANY

Exceptions

This page is only a part of a 2021 ALTA® Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I - Requirements; and Schedule B, Part II - Exceptions; and a countersignature by the Company or its issuing agent that may be in electronic form.

Copyright 2021 American Land Title Association. All rights reserved.

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use.

All other uses are prohibited. Reprinted under license from the American Land Title Association.

File No. 2325346

ID ALTA Commitment For Title Insurance Schedule B II (07-01-2021)

Page 3 of 4

AMERICAN
LAND TITLE
ASSOCIATION

**ALTA COMMITMENT FOR TITLE INSURANCE (07-01-2021)
SCHEDULE B PART II**

ISSUED BY
STEWART TITLE GUARANTY COMPANY

Exceptions

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

Items 2-5 and 7-9 may be removed upon issuance of any ALTA Extended Coverage Policy.

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

This page is only a part of a 2021 ALTA® Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I - Requirements; and Schedule B, Part II - Exceptions; and a countersignature by the Company or its issuing agent that may be in electronic form.

Copyright 2021 American Land Title Association. All rights reserved.

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.

File No. 2325346

ID ALTA Commitment For Title Insurance Schedule B II (07-01-2021)

Page 4 of 4

AMERICAN
LAND TITLE
ASSOCIATION



WARRANTY DEED

For Value Received

Shannon Cook, Successor Trustee of the Smith Descendants' Trust,

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

Stephanie Booth Murray Shafran, Trustee of the Stephanie Booth Murray Living Trust u/t/d May 4th, 2004 and Steven Shafran, a married man as his sole and separate property

the Grantee, whose current address is: PO Box 6893, Ketchum, ID 83340

the following described premises, to-wit:

Lot 3, Block 1 of BEAVER SPRINGS SUBDIVISION, as shown on the official plat thereof, recorded as Instrument No. 181497, Records of Blaine County, Idaho.

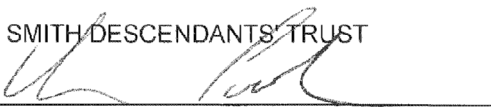
And as relinquished property in an I.R.C. 1031 Tax Deferred Exchange

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

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

Dated this 9th day of March, 2022.

THE SMITH DESCENDANTS' TRUST

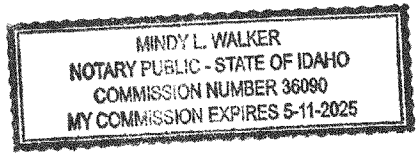

Shannon Cook
Successor Trustee

State of Idaho
County of Ada

This record was acknowledged before me on 9th day of March, 2022, by Shannon Cook, as the Successor Trustee(s) of the Smith Descendants' Trust.

Mindy L. Walker
Notary Public Boise, Idaho
My Commission Expires: 5/11/2025

(STAMP)



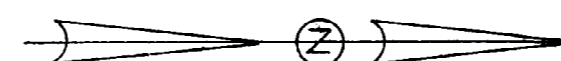
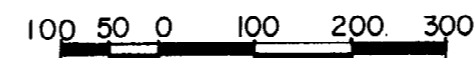


City of Ketchum

Attachment 2: Beaver Springs Subdivision Plat

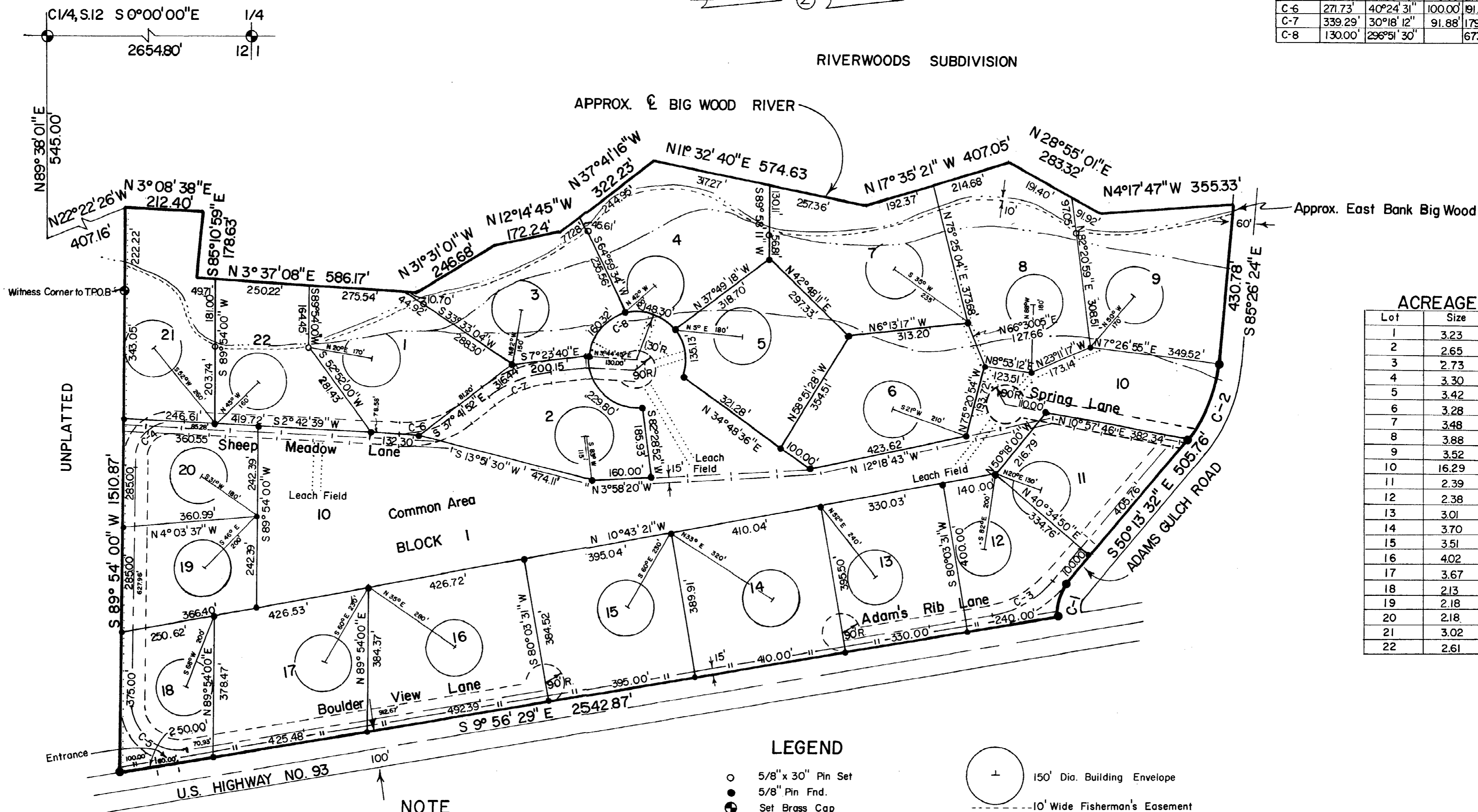
PLAT SHOWING BEAVER SPRINGS SUBDIVISION

IN SECTIONS 1&12, T.4N., R. 17E., B.M.
BLAINE COUNTY, IDAHO
1978



CURVE DATA

Curve	R	Δ	T	L	Ch. L.	Ch. Bearings
C-1	103.42'	49° 41' 54"	47.90'	89.72'	86.92'	S 75° 04' 29" E
C-2	364.57'	35° 12' 52"	115.70'	224.07'	220.56'	S 67° 49' 58" E
C-3	272.64'	40° 17' 03"	100.00'	191.69'	187.77'	
C-4	125.00'	92° 48' 39"	131.29'	202.48'	181.06'	
C-5	"	99° 50' 29"	148.55'	217.82'	191.29'	
C-6	271.73'	40° 24' 31"	100.00'	191.64'	187.69'	
C-7	339.29'	30° 18' 12"	91.88'	179.45'	177.36'	
C-8	130.00'	236° 51' 30"		673.55'		



ACREAGE

Lot	Size
1	3.23
2	2.65
3	2.73
4	3.30
5	3.42
6	3.28
7	3.48
8	3.88
9	3.52
10	16.29
11	2.39
12	2.38
13	3.01
14	3.70
15	3.51
16	4.02
17	3.67
18	2.13
19	2.18
20	2.18
21	3.02
22	2.61

LEGEND

- 5/8" x 30" Pin Set
- 5/8" Pin Fnd.
- ⊙ Set Brass Cap
- ⊙ 1/2" x 24" Pin Set
- ⊙ 1/2" x 24" Pin Set For Witness Corner
- ⊙ 60' Wide Private Roadway & Public Utility Easement
- ⊙ 3' Wide Sportsman Access To Wood River, South Boundary
- ⊙ 20' Wide Roadway & Utility Easement To Lots 4,5,6,7,8,3
- ⊙ I.R.F. Line (Corps of Engineers)
- ⊙ Floodway Limits " " "
- ⊙ 150' Dia. Building Envelope
- ⊙ 10' Wide Fisherman's Easement
- ⊙ 15' " Pedestrian "
- ⊙ 15' " Bicycle "

- NOTE**
1. Approx. average ground elev. at center of envelopes on Lots 3,4,7,8 and 10 is certified to be above I.R.F. by the engineer.
 2. The 20' & 60' wide private roadway easements shown hereon are also designated pressure sewer line easements to leach fields for Lots 21, 22, 1, 3, 4, 5, 6, 7, 8, & 9.

Jim W. Koonce
Consulting Engineer
Ketchum, Idaho

CERTIFICATE OF OWNERSHIP

This is to certify that we, the undersigned, are the owners in fee simple of the following described property. A portion of Sections 1 and 12, T. 4 N., R. 17 E., B. M., Blaine County, Idaho, more particularly described as follows:

Commencing at an iron pin marking the Center 1/4 Corner, said Section 12, thence N 89° 38' 01" E 545.00 feet; thence N 22° 22' 26" W 407.16 feet to a point on the centerline of the Big Wood River, which point is also the REAL POINT OF BEGINNING; thence along said centerline of the Big Wood River the following courses and distances; N 3° 08' 38" E 212.40 feet; S 85° 10' 59" E 178.63 feet; N 3° 37' 08" E 586.17 feet; N 31° 31' 01" W 248.68 feet; N 12° 14' 43" W 172.24 feet; N 37° 41' 16" W 322.23 feet; N 11° 32' 40" E 574.63 feet; N 17° 35' 21" W 407.05 feet; N 28° 55' 01" E 283.32 feet; N 4° 17' 47" W 355.33 feet to a point on the Southerly Boundary of the Adam's Gulch Road; thence S 85° 26' 24" E 430.78 feet; thence 224.07 feet around a curve to the right with a radius of 364.57 feet; a central angle of 35° 12' 52", a tangent of 115.70 feet and a long chord of 220.56 feet that bears S 67° 49' 58" E; thence S 50° 13' 32" E 505.76 feet; thence 89.71 feet around a curve to the left with a radius of 103.42 feet; a central angle of 49° 41' 54"; a tangent of 49.90 feet and a long chord of 86.92 feet that bears S 75° 04' 29" E to the Westerly Boundary of U.S. Highway No. 93; thence S 9° 56' 29" E 2542.87 feet; thence S 89° 54' 00" W 1510.87 feet to the place of beginning, containing 80.58 acres. It is the intention of the owners to, and they do hereby, include said land in this plat.

The purchaser and/or owner of this lot or parcel understands and agrees that private road construction, maintenance, and snow removal shall be the obligation of the owner, his successors in interest, or homeowner's association, and that Blaine County is in no way obligated to accept, maintain or improve these roads until the roads are brought up to county standards, dedicated, and accepted by the county, and that each owner shall notify in writing any successor in interest of these facts.

Alvin H. Otley
John J. Smith
John A. Smith
John A. Smith

Paul S. Smith
David J. Ward
David Rosenberg
James M. Davies
Patricia P. Davies

ACKNOWLEDGEMENT

STATE OF IDAHO]-ss
COUNTY OF BLAINE]

On this 13th day of March, 1978, before me, a Notary Public for Idaho, personally appeared the persons who signed above, known to me to be the persons whose names are subscribed to the foregoing instrument and acknowledged that they executed the same. IN WITNESS WHEREOF I have set my hand and affixed my seal the day and year in this certificate first above written.



Pamela Bentley
Notary Public
My Commission expires: Lifetime

BLAINE COUNTY PLANNING AND ZONING APPROVAL

The foregoing plat of Beaver Springs Subdivision was approved this 14th day of FEB., 1978 by the Blaine County Planning and Zoning Commissioner.

Alan J. Reynolds
Administrator

KETCHUM CITY COUNCIL'S APPROVAL

The foregoing plat of Beaver Springs Subdivision was approved this 6th day of February, 1978, by the Ketchum City Council.

Ray A. Coles
City Clerk

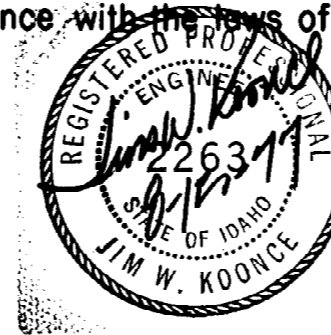
KETCHUM ZONING COMMISSION'S APPROVAL

The foregoing plat of Beaver Springs Subdivision was approved this 23 day of January, 1978, by the Ketchum Planning and Zoning Commission.

Robert Karbe
Chairman

CERTIFICATE OF ENGINEER

This is to certify that I, Jim W. Koonce, am a registered professional engineer in the State of Idaho and that this plat of Beaver Springs Subdivision is a true and accurate map of the land surveyed under my direct supervision and that it is in strict accordance with the laws of the State of Idaho relating to plats and subdivisions.



Jim W. Koonce
Jim W. Koonce

ACKNOWLEDGEMENT

STATE OF IDAHO]-ss
COUNTY OF BLAINE]

On this 13th day of March, 1978, before me, a Notary Public for Idaho, personally appeared Jim W. Koonce, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged that he executed the same. IN WITNESS WHEREOF I have hereunto set my hand and affixed my seal the day and year in this certificate first above written.



Pamela Bentley
Notary Public
My Commission expires: Lifetime

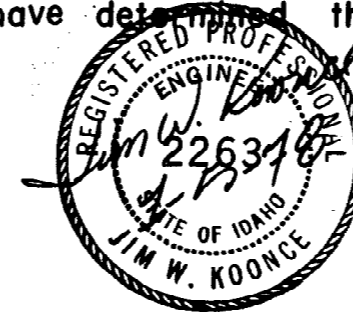
CITY ENGINEERS' APPROVAL

I, Wes Nash, City Engineer in and for the City of Ketchum, Blaine County, Idaho do hereby approve this plat of Beaver Springs Subdivision.

Wes Nash
Wes Nash

COUNTY ENGINEER'S APPROVAL

This is to certify that I, Jim W. Koonce, County Engineer for Blaine County, Idaho, have checked the foregoing plat and have determined that it complies with the laws of the State of Idaho relating thereto.



Jim W. Koonce
County Engineer

SANITARY RESTRICTIONS

COUNTY COMMISSIONER'S APPROVAL

The foregoing plat was approved and accepted by the Board of County Commissioners of Blaine County Idaho on this 14th day of March, 1978.

Ray J. Sulek
Chairman

No: 181497

COUNTY RECORDER'S CERTIFICATE

STATE OF IDAHO]-ss
COUNTY OF BLAINE]

This is to certify that the foregoing plat was filed in the office of the Recorder of Blaine County, Idaho on this 19 day of March, 1978, at 9:00 A. M., and duly recorded in Plat Book 17 at Page 12.

MARIE MELLYA
Ex-officio Recorder
Hazel Barber
Deputy

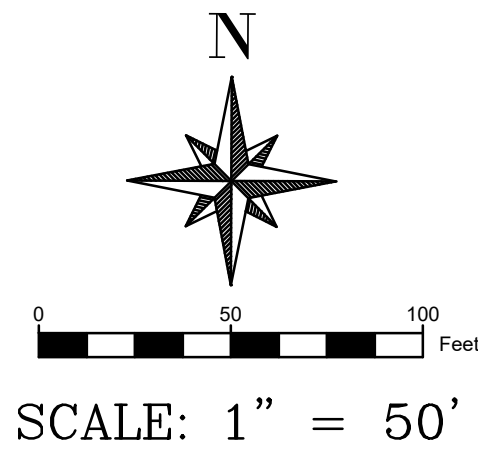


City of Ketchum

Attachment 3: Lot 3A Final Plat

A PLAT SHOWING
LOT 3A, BLOCK 1, BEAVER SPRINGS SUBDIVISION
 WHEREIN THE ORIGINALLY PLATTED BUILDING ENVELOPE IS MODIFIED AS SHOWN HEREON
 LOCATED WITHIN SECTION 12, T.4 N., R. 17 E., B.M., CITY OF KETCHUM, BLAINE COUNTY, IDAHO

APRIL 2024



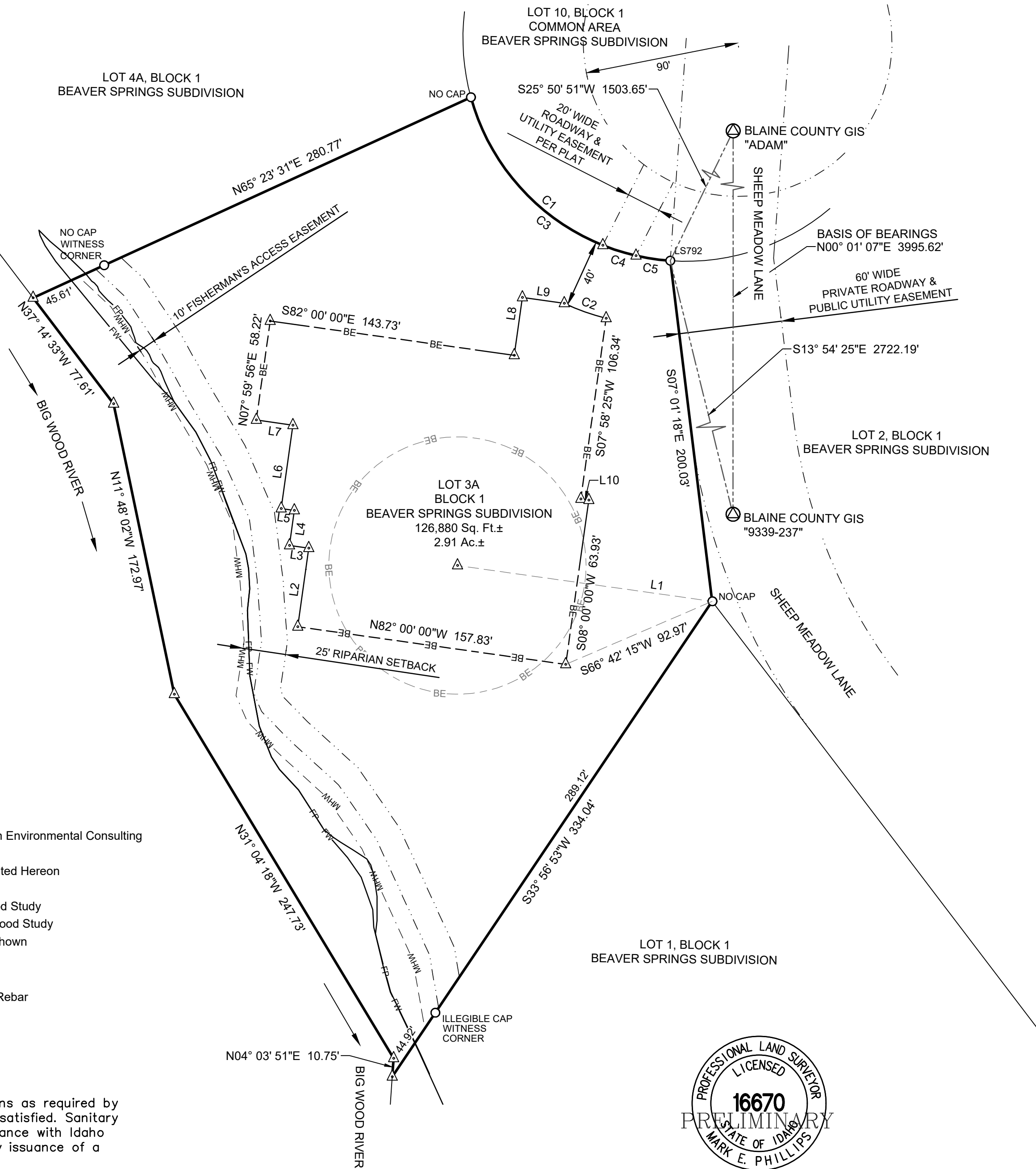
Line Table		
Line #	Length	Direction
L1	150.00	S82° 00' 00"E
L2	46.26	N07° 59' 55"E
L3	11.38	N81° 55' 51"W
L4	20.56	N07° 59' 59"E
L5	7.71	N81° 50' 33"W
L6	49.09	N07° 59' 32"E
L7	21.57	N81° 47' 56"W
L8	34.06	N08° 00' 00"E
L9	24.64	S82° 00' 00"E
L10	4.73	S82° 01' 35"E

LEGEND

- Property Line
- Adjoinder's Lot Line
- Mean High Water per Sawtooth Environmental Consulting
- Building Envelope
- Original Building Envelope, Vacated Hereon
- Building Envelope Tie Line
- Floodway per FEMA 2010 Flood Study
- Floodplain per FEEMA 2010 Flood Study
- Easement, type and width as shown
- GIS Tie Line
- Found 1/2" Rebar
- Found Aluminum Cap on 5/8" Rebar
- Calculated Point (Nothing Set)

HEALTH CERTIFICATE: Sanitary restrictions as required by Idaho Code Title 50, Ch. 13, have been satisfied. Sanitary restrictions may be reimposed in accordance with Idaho Code Title 50, Ch. 13, Sec. 50-1326, by issuance of a Certificate of Disapproval.

Date _____ South Central District Health Dept., EHS



SURVEY NARRATIVE & NOTES

- The purpose of this survey is to show the monuments found during the boundary retracement of Lot 3, Block 1, Beaver Springs Subdivision, and modify the originally platted building envelope as shown hereon, creating Lot 3A, Beaver Springs Subdivision. The Boundary shown is based on found Lot Corner Monuments, and the plat of Beaver Springs Subdivision, Instrument Number 181497, records of Blaine County Idaho. All found monuments have been accepted.
- The distances shown are measured. Refer to the above referenced documents for the previous record data.
- A Lot Book Guarantee for the subject property has been issued by Stewart Title Guaranty Company, File Number 2325346, with a Commitment Date of January 30, 2024. Certain information contained in said title policy may not appear on this map or may affect items shown hereon. It is the responsibility of the owner or agent to review said policy. Some of the encumbrances listed are not plottable. Review of the specific documents listed in said policy is required, if further information is desired.
- The 10' Fisherman's Access Easement is hereby dedicated to the public along the eastern bank of the Big Wood River. This easement is based on the Mean High Water Line of the Big Wood River, being a line that may shift over time with the changing flow of the river.
- A 25' Riparian Setback adjacent to and moving with the eastern bank of the Big Wood River. This easement is based on the Mean High Water Line of the Big Wood River, being a line that may shift over time with the changing flow of the river.
- Floodplain: The 1% chance of flood line (FP), as designated on this map is considered reasonable for regulatory purposes. Portions of this property are subject to flood hazard. Flooding may extend beyond the floodway and floodplain boundary lines identified.
- Floodplain and floodway lines, mean high water, and setbacks are subject to change with updated flood studies by FEMA and changes in the course of the river over time. This plat reflects the current conditions, but should not be relied upon as the definitive source of information.
- Being plat note 1 from Beaver Springs Subdivision; Approx. average ground elev. at center of envelopes on Lots 3, 4, 7, 8, and 10 is certified to be above I.R.F. by the engineer.
- Being plat note 2 from Beaver Springs Subdivision; The 20' & 60' wide private roadway easements shown hereon are also designated pressure sewer line easements to leach fields for Lots 21, 22, 1, 3, 4, 5, 6, 7, 8, & 9.
- The current Zoning is Limited Residential - Two Acre (LR-2) District. Refer to the City of Ketchum Zoning Ordinance for specific information about this zone.

Curve Table						
Curve	Length	Radius	Delta	Tangent	Chord	Chord Direction
C1	160.29'	130.00'	70° 38' 37"	92.12'	150.32'	S50° 39' 26"E
C2	25.94'	137.66'	10° 47' 55"	13.01'	25.91'	S70° 15' 32"E
C3	119.79'	130.00'	52° 47' 42"	64.53'	115.59'	S41° 43' 58"E
C4	20.30'	130.00'	8° 56' 57"	10.17'	20.28'	S72° 36' 18"E
C5	20.19'	130.00'	8° 53' 58"	10.12'	20.17'	S81° 31' 45"E



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

LOT 3A, BLOCK 1,
 BEAVER SPRINGS SUBDIVISION
 PHILLIPS LAND SURVEYING, PLLC
 HAILEY, IDAHO
 1 OF 2
 PROJECT: 2024-10

CERTIFICATE OF OWNERSHIP

This is to certify that the undersigned is the owner in fee simple of the following described parcel of land:

A Parcel of land located within Section 12, T.4N., R.17E., B.M., City of Ketchum, Blaine County, Idaho, more particularly described as follows:

LOT 3, BLOCK 1 OF BEAVER SPRINGS SUBDIVISION

The easements indicated hereon are not dedicated to the public, but the right to use said easements is hereby reserved for the public utilities and for any other uses indicated hereon and no permanent structures are to be erected within the lines of said easements. I do hereby certify that the individual lots described in this plat will be served by individual wells and not by any water system common to one (1) or more of the lots.

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

Michael John, Managing Member, Sheep Meadows, LLC

ACKNOWLEDGMENT

STATE OF _____ } COUNTY OF _____ } ss

On this ____ day of _____, 2024, before me, a Notary Public in and for said State, personally appeared Michael John, known or identified to me to be the manager of the limited liability company that executed the foregoing instrument, and acknowledged to me that such limited liability company executed the same.

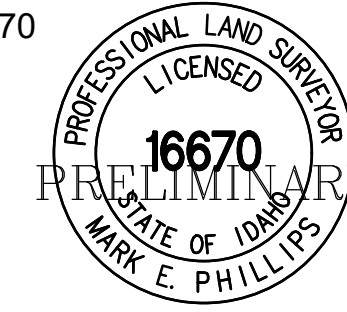
IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

Notary Public in and for said State Residing 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 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

Date _____

KETCHUM CITY COUNCIL CERTIFICATE

I, the undersigned, City Clerk, in and for the City of Ketchum, Blaine County, Idaho, do hereby certify that at a regular meeting of the City Council held on the ____ day of _____, 2024, this plat was duly accepted and approved.

Trent Donat, City Clerk, City 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 _____, 2024, and certify that it is in accordance with the City of Ketchum subdivision ordinance.

Robyn Mattison, 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 _____, 2024, and certify that it is in accordance with the City of Ketchum subdivision ordinance.

Paige Nied, City Planner, 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



City of Ketchum

Attachment 4: Draft Findings of Fact, Conclusions of Law, and Decision



CITY OF KETCHUM

Planning & Building
office: 208.726.7801
planningandbuilding@ketchumidaho.org
P.O. Box 2315, 191 5th Street West, Ketchum, ID 83340
ketchumidaho.org

IN RE:)
)
Lot 3A, Block 1, Beaver Springs Subdivision) KETCHUM CITY COUNCIL
Lot Line Shift (Readjustment of Lot Lines)) FINDINGS OF FACT, CONCLUSIONS OF LAW, AND
Date: May 6, 2024) DECISION
)
File Number: P24-018)

PROJECT: Lot 3A, Block 1, Beaver Springs Subdivision
APPLICATION TYPE: Lot Line Shift (Readjustment of Lot Lines)
FILE NUMBER: P24-018
OWNER: Sheep Meadow LLC
REPRESENTATIVE: Riley Buck, Pioneer Cabin Company
REQUEST: Modify the building envelope on the plat to increase the size of the building envelope.
LOCATION: Lot 3, Block 1, Beaver Springs Subdivision (113 Sheep Meadow Lane)
NOTICE: A public hearing notice was mailed to all property owners within 300 feet of the project site and political subdivisions on April 17, 2024. The public hearing notice was published in the Idaho Mountain Express on April 17, 2024. The public hearing notice was posted on the city’s website on April 21, 2024.
ZONING: Limited Residential – Two Acre (LR-2)

RECORD OF PROCEEDINGS

The City of Ketchum received the application for Readjustment of Lot Lines (Lot Line Shift) on March 8, 2024. Consistent with KMC §16.04.060.B, the lot line shift application was transmitted to city departments, including the City Engineer, Fire, Building, Utilities, and Streets departments, for review. The city department comments were provided to the applicant on April 8, 2024. The applicant

submitted revised project plans on April 9, 2024, and April 11, 2024. As of the date of these findings, all comments have been addressed satisfactorily through revisions to the plat or conditions of approval.

The City Council conducted their review of the application during their regular meeting on May 6, 2024, and unanimously approved the Lot Line Shift application.

BACKGROUND

The Lot Line Shift Application (File No. P24-018) proposes to modify the building envelope on the property located at 113 Sheep Meadow Lane (Lot 3, Block 1, Beaver Springs Subdivision) and within the City’s Limited Residential – Two Acre (LR-2) Zone District. The lot is developed with a single-family residence built in 1978. The applicant intends to redevelop the site and has submitted a demolition permit for the existing residence and a building permit and floodplain development permit for the construction of a new single-family residence. The demolition permit was approved on April 11, 2024. The building permit and floodplain development permit are currently under review.

FINDINGS OF FACT

The Council, having reviewed the entire project record, does hereby make and set forth these Findings of Fact, Conclusions of Law, and Decision as follows:

Table 1: Findings Regarding Contents of Final Plat

Findings Regarding Contents of Final Plat and Subdivision Design & Development Requirements			
Compliant			Standards and Council Findings
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	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 <i>The final plat mylar paper shall be prepared following Ketchum City Council review and approval of the lot line shift application and shall meet these standards.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.K.1 Point of beginning of subdivision description tied to at least two (2) governmental survey corners, or in lieu of government survey corners, to monuments recognized by the city engineer.
			Council Findings <i>Sheet 1 of the final plat shows that the point of beginning of the subdivision is tied to two survey corners. This standard has been met.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.K.2 Location and description of monuments.
			<i>Sheet 1 of the final plat provides the location and description of monuments. This standard has been met.</i>

<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.K.3	Tract boundary lines, property lines, lot lines, street right of way lines and centerlines, other rights of way and easement lines, building envelopes as required on the preliminary plat, lot area of each lot, boundaries of floodplain and floodway and avalanche district, all with bearings, accurate dimensions in feet and decimals, in degrees and minutes and radii, arcs, central angles, tangents and chord lengths of all curves to the above accuracy.
			Council Findings	<p><i>The final plat indicates property lines and the centerline of Sheep Meadow Lane. The plat also indicates the existing private driveway, private roadway, public utility, and fisherman’s access easements. The private driveway easement does not align with the location of the new driveway on the building permit redevelopment plans for the site. Therefore, condition of approval #3 is required to submit an HOA approval letter for the relocation of the driveway easement and to revise the plat to indicate the new location of the driveway easement.</i></p> <p><i>Additionally, the plat indicates the boundary of the floodplain and the riparian setback from the Big Wood River. Plat note #5 pertains to the riparian setback. However, the Ketchum Municipal Code (KMC) refers to the riparian setback as a scenic easement. Condition of approval #4 is required to revise plat note #5 to align more closely with the requirements of the KMC prior to obtaining signatures on the final plat.</i></p> <p><i>The subject property does not contain avalanche hazard area.</i></p>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.K.4	Names and locations of all adjoining subdivisions.
			Council Findings	<i>The final plat indicates the adjacent lots within the Beaver Springs Subdivision to the north and south and the adjacent lot to the west within the Riverwoods Subdivision.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.K.5	Name and right of way width of each street and other public rights of way.
			Council Findings	<i>This standard has been met. The final plat indicates the 50-foot width of the Warm Springs Road right-of-way and the 50-foot-width of the River Run Drive right-of-way.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.K.6	Location, dimension and purpose of all easements, public or private.
			Council Findings	<p><i>The final plat identifies the following existing 20-foot-wide private driveway and utility easement and 60-foot-wide private roadway and utility easements recorded as Instrument No. 181497 and the 10-foot-wide fisherman’s access easement recorded as Instrument No. 353410.</i></p> <p><i>The private driveway easement does not align with the location of the new driveway on the building permit redevelopment plans for the site. Therefore, condition of approval #3 is required to submit an HOA approval letter for the relocation of the driveway easement and to revise the plat to indicate the new location of the driveway easement.</i></p>

				<i>The plat includes a 25-foot riparian setback. However, the KMC refers to the riparian setback as a scenic easement. Condition of approval #4 is required to revise plat note #5 to include language that refers to a 25-foot scenic easement and riparian setback.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.030.K.7	The blocks numbered consecutively throughout each block.
			Council Findings	<i>This standard is not applicable as new blocks are being created. The project proposes to modify the building envelope on the plat.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.K.8	The outline of any property, other than a street, alley or easement, which is offered for dedication to public use, fully dimensioned by distances and bearings with the area marked "Dedicated to the City of Ketchum for Public Use", together with any other descriptive language with regard to the precise nature of the use of the land so dedicated.
			Council Findings	<i>A 10-foot-wide fisherman's access easement is granted to the public on the plat. Plat note #4 indicates that the fisherman's access easement is dedicated to the public along the eastern bank of the Big Wood River.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.K.9	The title, which shall include the name of the subdivision, the name of the city, if appropriate, county and state, and the location and description of the subdivision referenced to section, township, range.
			Council Findings	<i>As shown on Sheet 1 of the final plat, this standard has been met.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.K.10	Scale, north arrow and date.
				<i>As shown on Sheet 1 of the final plat, this standard has been met.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.K.11	Location, width, and names of all existing or dedicated streets and other public ways within or adjacent to the proposed subdivision
			Council Findings	<i>This standard has been met. Sheet 1 of the plat shows the existing 20-foot-wide private driveway and the 60-foot-wide Sheep Meadow Lane private roadway.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	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	<i>This standard is not applicable as the subject property is within an existing subdivision.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.K.13	Certificate by registered engineer or surveyor preparing the map certifying to the accuracy of surveying plat.
			Council Findings	<i>Sheet 2 of the final plat provides the certificate from the licensed Professional Land Surveyor certifying the accuracy of the plat survey.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.K.14	A current title report of all property contained within the plat.
			Council Findings	<i>This standard has been met. A title report for the property was submitted by Stewart Title Guarantee Company dated January 30, 2024, and a warranty deed submitted by Blaine County Title dated March 9, 2022.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.K.15	Certification of owner(s) of record and all holders of security interest(s) of record with regard to such property.

			Council Findings	<i>Sheet 2 of the final plat provides the certification of owners of record with regard to the subject property.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.K.16	Certification and signature of engineer (surveyor) verifying that the subdivision and design standards meet all city requirements.
			Council Findings	<i>Sheet 2 of the final plat provides the certification of the surveyor verifying the subdivision and design standards meet all city requirements.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.K.17	Certification and signature of the city engineer verifying that the subdivision and design standards meet all city requirements.
			Council Findings	<i>Sheet 2 of the final plat provides the certification of the City Engineer verifying that the subdivision and design standards meet all city requirements.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.K.18	Certification and signature of the city clerk of the city of Ketchum verifying that the subdivision has been approved by the council.
			Council Findings	<i>The signature block page on sheet 2 of the plat provides the certification of the City Clerk verifying that the subdivision has been approved by the City Council.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.030.K.19	Notation of any additional restrictions imposed by the council on the development of such subdivision to provide for the public health, safety and welfare.
			Council Findings	<i>This standard is not applicable because no additional restrictions are necessary to provide for the public health, safety, and welfare.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	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	<i>This standard has been met.</i>

Table 2: Findings Regarding Compliance With Subdivision Development & Design Standards

Subdivision Development & Design Standards (Ketchum Municipal Code §16.04.040)				
Compliant			City Code	City Standards
Yes	No	N/A		
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.A	Required Improvements: The improvements set forth in this section shall be shown on the preliminary plat and installed prior to approval of the final plat. Construction design plans shall be submitted and approved by the city engineer. All such improvements shall be in accordance with the comprehensive plan and constructed in compliance with construction standard specifications adopted by the city. Existing natural features which enhance the attractiveness of the subdivision and community, such as mature trees, watercourses, rock outcroppings, established shrub masses and historic areas, shall be preserved through design of the subdivision.

			Findings	<i>This standard is not applicable as the project proposes to modify the building envelope on the plat. No additional improvements are proposed or required for the lot line shift.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.B	Improvement Plans: Prior to approval of final plat by the commission, the subdivider shall file two (2) copies with the city engineer, and the city engineer shall approve construction plans for all improvements required in the proposed subdivision. Such plans shall be prepared by a civil engineer licensed in the state.
			Findings	<i>This standard is not applicable as the project proposes to modify the building envelope on the plat. No additional improvements are proposed or required for the lot line shift.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.C	Prior to final plat approval, the subdivider shall have previously constructed all required improvements and secured a certificate of completion from the city engineer. However, in cases where the required improvements cannot be constructed due to weather conditions or other factors beyond the control of the subdivider, the city council may accept, in lieu of any or all of the required improvements, a performance bond filed with the city clerk to ensure actual construction of the required improvements as submitted and approved. Such performance bond shall be issued in an amount not less than one hundred fifty percent (150%) of the estimated costs of improvements as determined by the city engineer. In the event the improvements are not constructed within the time allowed by the city council (which shall be one year or less, depending upon the individual circumstances), the council may order the improvements installed at the expense of the subdivider and the surety. In the event the cost of installing the required improvements exceeds the amount of the bond, the subdivider shall be liable to the city for additional costs. The amount that the cost of installing the required improvements exceeds the amount of the performance bond shall automatically become a lien upon any and all property within the subdivision owned by the owner and/or subdivider.
			Findings	<i>This standard is not applicable as the project proposes to modify the building envelope on the plat. No additional improvements are proposed or required for the lot line shift.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.D	As Built Drawing: Prior to acceptance by the city council of any improvements installed by the subdivider, two (2) sets of as built plans and specifications, certified by the subdivider's engineer, shall be filed with the city engineer. Within ten (10) days after completion of improvements and submission of as built drawings, the city engineer shall certify the completion of the improvements and the acceptance of the improvements, and shall submit a copy of such certification to the administrator and the subdivider. If a performance bond has been filed, the administrator shall forward a copy of the certification to the city

				<p>clerk. Thereafter, the city clerk shall release the performance bond upon application by the subdivider.</p>
			Findings	<p><i>This standard is not applicable as the project proposes to modify the building envelope on the plat. No additional improvements are proposed or required for the lot line shift.</i></p>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.040.E	<p>Monumentation: Following completion of construction of the required improvements and prior to certification of completion by the city engineer, certain land survey monuments shall be reset or verified by the subdivider's engineer or surveyor to still be in place. These monuments shall have the size, shape, and type of material as shown on the subdivision plat. The monuments shall be located as follows:</p> <ol style="list-style-type: none"> 1. All angle points in the exterior boundary of the plat. 2. All street intersections, points within and adjacent to the final plat. 3. All street corner lines ending at boundary line of final plat. 4. All angle points and points of curves on all streets. 5. The point of beginning of the subdivision plat description.
			Findings	<p><i>The applicant shall meet the required monumentation standards prior to recordation of the final plat.</i></p>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.040.F	<p>Lot Requirements:</p> <ol style="list-style-type: none"> 1. Lot size, width, depth, shape and orientation and minimum building setback lines shall be in compliance with the zoning district in which the property is located and compatible with the location of the subdivision and the type of development, and preserve solar access to adjacent properties and buildings. 2. Whenever a proposed subdivision contains lot(s), in whole or in part, within the floodplain, or which contains land with a slope in excess of twenty five percent (25%), based upon natural contours, or creates corner lots at the intersection of two (2) or more streets, building envelopes shall be shown for the lot(s) so affected on the preliminary and final plats. The building envelopes shall be located in a manner designed to promote harmonious development of structures, minimize congestion of structures, and provide open space and solar access for each lot and structure. Also, building envelopes shall be located to promote access to the lots and maintenance of public utilities, to minimize cut and fill for roads and building foundations, and minimize adverse impact upon environment, watercourses and topographical features. Structures may only be built on buildable lots. Lots shall only be created that meet the definition of "lot, buildable" in section 16.04.020 of this chapter. Building envelopes shall be established outside of hillsides of twenty five percent (25%) and greater and outside of the floodway. A waiver to this standard may only be considered for the following: <ol style="list-style-type: none"> a. For lot line shifts of parcels that are entirely within slopes of twenty five percent (25%) or greater to create a reasonable building envelope,

			<p>and mountain overlay design review standards and all other city requirements are met.</p> <p>b. For small, isolated pockets of twenty five percent (25%) or greater that are found to be in compliance with the purposes and standards of the mountain overlay district and this section.</p> <p>3. Corner lots shall have a property line curve or corner of a minimum radius of twenty five feet (25') unless a longer radius is required to serve an existing or future use.</p> <p>4. Side lot lines shall be within twenty degrees (20°) to a right angle or radial line to the street line.</p> <p>5. Double frontage lots shall not be created. A planting strip shall be provided along the boundary line of lots adjacent to arterial streets or incompatible zoning districts.</p> <p>6. Every lot in a subdivision shall have a minimum of twenty feet (20') of frontage on a dedicated public street or legal access via an easement of twenty feet (20') or greater in width. Easement shall be recorded in the office of the Blaine County recorder prior to or in conjunction with recordation of the final plat.</p>
			<p>Findings</p> <p><i>Standard #1 has been met. Proposed Lot 3A complies with the dimensional standards for lots within the Limited Residential – Two Acre (LR-2) Zone District. Standards #2-6 are not applicable.</i></p>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<p>16.04.040.G</p> <p>G. Block Requirements: The length, width and shape of blocks within a proposed subdivision shall conform to the following requirements:</p> <ol style="list-style-type: none"> 1. No block shall be longer than one thousand two hundred feet (1,200'), nor less than four hundred feet (400') between the street intersections, and shall have sufficient depth to provide for two (2) tiers of lots. 2. Blocks shall be laid out in such a manner as to comply with the lot requirements. 3. The layout of blocks shall take into consideration the natural topography of the land to promote access within the subdivision and minimize cuts and fills for roads and minimize adverse impact on environment, watercourses and topographical features. 4. Corner lots shall contain a building envelope outside of a seventy five foot (75') radius from the intersection of the streets.
			<p>Findings</p> <p><i>This standard is not applicable as this lot line shift does not create a new block.</i></p>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<p>16.04.040.H</p> <p>Street Improvement Requirements:</p> <ol style="list-style-type: none"> 1. The arrangement, character, extent, width, grade and location of all streets put in the proposed subdivision shall conform to the comprehensive plan and shall be considered in their relation to existing and planned streets, topography, public convenience and safety, and the proposed uses of the land;

			<p>2. All streets shall be constructed to meet or exceed the criteria and standards set forth in chapter 12.04 of this code, and all other applicable ordinances, resolutions or regulations of the city or any other governmental entity having jurisdiction, now existing or adopted, amended or codified;</p> <p>3. Where a subdivision abuts or contains an existing or proposed arterial street, railroad or limited access highway right of way, the council may require a frontage street, planting strip, or similar design features;</p> <p>4. Streets may be required to provide access to adjoining lands and provide proper traffic circulation through existing or future neighborhoods;</p> <p>5. Street grades shall not be less than three-tenths percent (0.3%) and not more than seven percent (7%) so as to provide safe movement of traffic and emergency vehicles in all weather and to provide for adequate drainage and snow plowing;</p> <p>6. In general, partial dedications shall not be permitted, however, the council may accept a partial street dedication when such a street forms a boundary of the proposed subdivision and is deemed necessary for the orderly development of the neighborhood, and provided the council finds it practical to require the dedication of the remainder of the right of way when the adjoining property is subdivided. When a partial street exists adjoining the proposed subdivision, the remainder of the right of way shall be dedicated;</p> <p>7. Dead end streets may be permitted only when such street terminates at the boundary of a subdivision and is necessary for the development of the subdivision or the future development of the adjacent property. When such a dead end street serves more than two (2) lots, a temporary turnaround easement shall be provided, which easement shall revert to the adjacent lots when the street is extended;</p> <p>8. A cul-de-sac, court or similar type street shall be permitted only when necessary to the development of the subdivision, and provided, that no such street shall have a maximum length greater than four hundred feet (400') from entrance to center of turnaround, and all cul-de-sacs shall have a minimum turnaround radius of sixty feet (60') at the property line and not less than forty five feet (45') at the curb line;</p> <p>9. Streets shall be planned to intersect as nearly as possible at right angles, but in no event at less than seventy degrees (70°);</p> <p>10. Where any street deflects an angle of ten degrees (10°) or more, a connecting curve shall be required having a minimum centerline radius of three hundred feet (300') for arterial and collector streets, and one hundred twenty five feet (125') for minor streets;</p> <p>11. Streets with centerline offsets of less than one hundred twenty five feet (125') shall be prohibited;</p>
--	--	--	--

			<p>12. A tangent of at least one hundred feet (100') long shall be introduced between reverse curves on arterial and collector streets;</p> <p>13. Proposed streets which are a continuation of an existing street shall be given the same names as the existing street. All new street names shall not duplicate or be confused with the names of existing streets within Blaine County, Idaho. The subdivider shall obtain approval of all street names within the proposed subdivision from the commission before submitting same to council for preliminary plat approval;</p> <p>14. Street alignment design shall follow natural terrain contours to result in safe streets, usable lots, and minimum cuts and fills;</p> <p>15. Street patterns of residential areas shall be designed to create areas free of through traffic, but readily accessible to adjacent collector and arterial streets;</p> <p>16. Reserve planting strips controlling access to public streets shall be permitted under conditions specified and shown on the final plat, and all landscaping and irrigation systems shall be installed as required improvements by the subdivider;</p> <p>17. In general, the centerline of a street shall coincide with the centerline of the street right of way, and all crosswalk markings shall be installed by the subdivider as a required improvement;</p> <p>18. Street lighting may be required by the commission or council where appropriate and shall be installed by the subdivider as a requirement improvement;</p> <p>19. Private streets may be allowed upon recommendation by the commission and approval by the council. Private streets shall be constructed to meet the design standards specified in subsection H2 of this section;</p> <p>20. Street signs shall be installed by the subdivider as a required improvement of a type and design approved by the administrator and shall be consistent with the type and design of existing street signs elsewhere in the city;</p> <p>21. Whenever a proposed subdivision requires construction of a new bridge, or will create substantial additional traffic which will require construction of a new bridge or improvement of an existing bridge, such construction or improvement shall be a required improvement by the subdivider. Such construction or improvement shall be in accordance with adopted standard specifications;</p> <p>22. Sidewalks, curbs and gutters may be a required improvement installed by the subdivider; and</p> <p>23. Gates are prohibited on private roads and parking access/entranceways, private driveways accessing more than one single-family dwelling unit and one accessory dwelling unit, and public rights of way unless approved by the city council.</p>
		Findings	<i>This standard is not applicable as the adjustment proposed with this lot line shift does not create a new street, private road, or bridge.</i>

<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.I	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	<i>This standard is not applicable as the project proposes to modify the building envelope on the plat. No additional improvements are proposed or required for the lot line shift. Alleys are not required in residential neighborhoods.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	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. <ol style="list-style-type: none"> 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

				<p>company or property owner holding the water rights. A written copy of such approval shall be filed as part of required improvement construction plans.</p> <p>6. Nonvehicular transportation system easements including pedestrian walkways, bike paths, equestrian paths, and similar easements shall be dedicated by the subdivider to provide an adequate nonvehicular transportation system throughout the city.</p>
			Findings	<p><i>The lot line shift application proposes to modify the building envelope on the plat. The plat identifies the following existing 20-foot-wide driveway and utility easement and 60-foot-wide private roadway and utility easements recorded as Instrument No. 181497 and the 10-foot-wide fisherman’s access easement recorded as Instrument No. 353410.</i></p> <p><i>The private driveway easement does not align with the location of the new driveway on the building permit redevelopment plans for the site. Therefore, condition of approval #3 is required to submit an HOA approval letter for the relocation of the driveway easement and to revise the plat to indicate the new location of the driveway easement.</i></p> <p><i>The plat includes a 25-foot riparian setback. However, the KMC refers to the riparian setback as a scenic easement. Condition of approval #4 is required to revise plat note #5 to include language that refers to a 25-foot scenic easement and riparian setback.</i></p>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.K	<p>Sanitary Sewage Disposal Improvements: Central sanitary sewer systems shall be installed in all subdivisions and connected to the Ketchum sewage treatment system as a required improvement by the subdivider. Construction plans and specifications for central sanitary sewer extension shall be prepared by the subdivider and approved by the city engineer, council and Idaho health department prior to final plat approval. In the event that the sanitary sewage system of a subdivision cannot connect to the existing public sewage system, alternative provisions for sewage disposal in accordance with the requirements of the Idaho department of health and the council may be constructed on a temporary basis until such time as connection to the public sewage system is possible. In considering such alternative provisions, the council may require an increase in the minimum lot size and may impose any other reasonable requirements which it deems necessary to protect public health, safety and welfare.</p>
			Findings	<p><i>This standard is not applicable as no new subdivision is being created. Sewer system improvements are not required for this lot line shift.</i></p>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.L	<p>Water System Improvements: A central domestic water distribution system shall be installed in all subdivisions by the subdivider as a required improvement. The subdivider shall also be required to locate and install an adequate number of fire hydrants within the proposed subdivision according to specifications and requirements of the city</p>

				<p>under the supervision of the Ketchum fire department and other regulatory agencies having jurisdiction. Furthermore, the central water system shall have sufficient flow for domestic use and adequate fire flow. All such water systems installed shall be looped extensions, and no dead end systems shall be permitted. All water systems shall be connected to the municipal water system and shall meet the standards of the following agencies: Idaho department of public health, Idaho survey and rating bureau, district sanitarian, Idaho state public utilities commission, Idaho department of reclamation, and all requirements of the city.</p>
			Findings	<i>This standard is not applicable as no new subdivision is being created. Water system improvements are required for this lot line shift.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.M	<p>Planting Strip Improvements: Planting strips shall be required improvements. When a predominantly residential subdivision is proposed for land adjoining incompatible uses or features such as highways, railroads, commercial or light industrial districts or off street parking areas, the subdivider shall provide planting strips to screen the view of such incompatible features. The subdivider shall submit a landscaping plan for such planting strip with the preliminary plat application, and the landscaping shall be a required improvement.</p>
			Findings	<i>This standard is not applicable as no new subdivision is being created. Planting strip improvements are not required for this lot line shift.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.N	<p>Cuts, Fills, And Grading Improvements: Proposed subdivisions shall be carefully planned to be compatible with natural topography, soil conditions, geology and hydrology of the site, as well as to minimize cuts, fills, alterations of topography, streams, drainage channels, and disruption of soils and vegetation. The design criteria shall include the following:</p> <ol style="list-style-type: none"> 1. A preliminary soil report prepared by a qualified engineer may be required by the commission and/or council as part of the preliminary plat application. 2. Preliminary grading plan prepared by a civil engineer shall be submitted as part of all preliminary plat applications. Such plan shall contain the following information: <ol style="list-style-type: none"> a. Proposed contours at a maximum of five foot (5') contour intervals. b. Cut and fill banks in pad elevations. c. Drainage patterns. d. Areas where trees and/or natural vegetation will be preserved. e. Location of all street and utility improvements including driveways to building envelopes. f. Any other information which may reasonably be required by the administrator, commission or council to adequately review the affect of the proposed improvements.

			<p>3. Grading shall be designed to blend with natural landforms and to minimize the necessity of padding or terracing of building sites, excavation for foundations, and minimize the necessity of cuts and fills for streets and driveways.</p> <p>4. Areas within a subdivision which are not well suited for development because of existing soil conditions, steepness of slope, geology or hydrology shall be allocated for open space for the benefit of future property owners within the subdivision.</p> <p>5. Where existing soils and vegetation are disrupted by subdivision development, provision shall be made by the subdivider for revegetation of disturbed areas with perennial vegetation sufficient to stabilize the soil upon completion of the construction. Until such times as such revegetation has been installed and established, the subdivider shall maintain and protect all disturbed surfaces from erosion.</p> <p>6. Where cuts, fills, or other excavations are necessary, the following development standards shall apply:</p> <ul style="list-style-type: none"> a. Fill areas shall be prepared by removing all organic material detrimental to proper compaction for soil stability. b. Fills shall be compacted to at least ninety five percent (95%) of maximum density as determined by AASHO T99 (American Association of State Highway Officials) and ASTM D698 (American standard testing methods). c. Cut slopes shall be no steeper than two horizontal to one vertical (2:1). Subsurface drainage shall be provided as necessary for stability. d. Fill slopes shall be no steeper than three horizontal to one vertical (3:1). Neither cut nor fill slopes shall be located on natural slopes of three to one (3:1) or steeper, or where fill slope toes out within twelve feet (12') horizontally of the top and existing or planned cut slope. e. Toes of cut and fill slopes shall be set back from property boundaries a distance of three feet (3'), plus one-fifth (1/5) of the height of the cut or the fill, but may not exceed a horizontal distance of ten feet (10'); tops and toes of cut and fill slopes shall be set back from structures at a distance of at least six feet (6'), plus one-fifth (1/5) of the height of the cut or the fill. Additional setback distances shall be provided as necessary to accommodate drainage features and drainage structures.
			<p>Findings</p> <p><i>This standard is not applicable as no new subdivision is being created. No grading improvements are proposed or required.</i></p>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<p>16.04.040.O</p> <p>Drainage Improvements: The subdivider shall submit with the preliminary plat application such maps, profiles, and other data prepared by an engineer to indicate the proper drainage of the surface water to natural drainage courses or storm drains, existing or proposed. The location and width of the natural drainage courses shall be shown as an easement common to all owners within the subdivision</p>

				<p>and the city on the preliminary and final plat. All natural drainage courses shall be left undisturbed or be improved in a manner that will increase the operating efficiency of the channel without overloading its capacity. An adequate storm and surface drainage system shall be a required improvement in all subdivisions and shall be installed by the subdivider. Culverts shall be required where all water or drainage courses intersect with streets, driveways or improved public easements and shall extend across and under the entire improved width including shoulders.</p>
			Findings	<i>This standard is not applicable as no new subdivision is being created. No changes are proposed or required to the drainage of the existing lots.</i>
			16.04.040.P	<p>Utilities: In addition to the terms mentioned in this section, all utilities including, but not limited to, electricity, natural gas, telephone and cable services shall be installed underground as a required improvement by the subdivider. Adequate provision for expansion of such services within the subdivision or to adjacent lands including installation of conduit pipe across and underneath streets shall be installed by the subdivider prior to construction of street improvements.</p>
			Findings	<i>This standard is not applicable as no new subdivision is being created. No utility improvements are proposed or required.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.Q	<p>Off Site Improvements: Where the offsite impact of a proposed subdivision is found by the commission or council to create substantial additional traffic, improvements to alleviate that impact may be required of the subdivider prior to final plat approval, including, but not limited to, bridges, intersections, roads, traffic control devices, water mains and facilities, and sewer mains and facilities.</p>
			Findings	<i>This standard is not applicable as no off-site improvements are required or proposed with this lot line shift.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.R	<p>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.</p>
			Findings	<i>This standard is not applicable as the subject property is not located within the Avalanche Zone or Mountain Overlay.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.S	<p>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.</p>
			Findings	<i>This standard is not applicable as no changes to existing features on the property is proposed.</i>

CONCLUSIONS OF LAW

1. The City of Ketchum is a municipal corporation established in accordance with Article XII of the Constitution of the State of Idaho and Title 50 Idaho Code and is required and has exercised its authority pursuant to the Local Land Use Planning Act codified at Chapter 65 of Title 67 Idaho Code and pursuant to Chapters 3, 9 and 13 of Title 50 Idaho Code to enact the ordinances and regulations, which ordinances are codified in the Ketchum 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.
2. The Ketchum City 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, 16.04.040, 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 Lot 3A, Block 1, Beaver Springs Subdivision Lot Line Shift Application File No. P24-018 this Monday, May 6, 2024, subject to the following conditions:

CONDITIONS OF APPROVAL

1. The final plat shall be recorded with the Blaine County Clerk and Recorder’s Office within one year of approval by the Ketchum City Council.
2. Upon recording of the final plat with the Blaine County Clerk and Recorder’s Office, the applicant shall provide a copy of the recorded final plat to the Planning and Building Department.
3. Prior to obtaining signatures on the final plat, the applicant shall submit to the City an HOA approval letter for the driveway easement relocation and the plat shall be revised to indicate the new location of the driveway easement.
4. Prior to obtaining signatures on the final plat, plat note #5 shall be revised to state, “A 25’ scenic easement and riparian setback adjacent to and moving with the eastern bank of the Big Wood River. This easement is based on the mean high water line of the Big Wood River, being a line that may shift over time with the changing flow of the river.”

Findings of Fact **adopted** this 6th day of May 2024.

Neil Bradshaw, Mayor
City of Ketchum



CITY COUNCIL MEETING AGENDA MEMO

Meeting Date: May 6, 2024 Staff Member/Dept: Paige Nied, Associate Planner
Planning and Building Department

Agenda Item: Recommendation to hold a public hearing and approve the Lewis Bank Condominiums Amended Unit A Lot Line Shift Application and Adopt the Findings of Fact, Conclusions of Law, and Decision.

Recommended Motion:

“I move to approve the Lewis Bank Condominiums Amended Unit A Lot Line Shift Application, as conditioned, and adopt the Findings of Fact, Conclusions of Law, and Decision.”

Reasons for Recommendation:

- The request meets all applicable standards for Readjustment of Lot Lines as specified in the Ketchum Municipal Code’s Subdivision (Title 16) regulations.
- Consistent with Ketchum Municipal Code §16.04.020, the proposal meets the definition of Readjustment of Lot Lines because: (1) changes are proposed to the existing boundary for condominium Unit A, (2) amended Unit A complies with all dimensional standards required in the Community Core – Subdistrict 1 – Retail Core Zone District, and (3) the proposal does not create additional lots or dwelling units.
- All city departments have reviewed the proposal and have no concerns with the proposed lot line shift.

Policy Analysis and Background:

The Lewis Bank Condominiums Amended Unit A was initially filed with the City as a subdivision final plat application. However, that was an error on staff’s part, as the correct application for this project is a Lot Line Shift (Readjustment of Lot Lines) and staff processed this application as such. Therefore, staff refers to this application as a Lot Line Shift.

The Lot Line Shift application (File No. P24-011) proposes to amend condominium Unit A to reflect the modifications that have occurred to the unit since the original plat was recorded in December 2003. The modifications include a remodel of the unit with a 34 square foot addition. This project is located at 320 E 2nd Street and is within the City’s Community Core – Subdistrict 1 – Retail Core (CC-1) Zone District. The parcel was developed with two commercial condominium units and one residential condominium unit. In addition to changes in the building, the limited common area rooftop for Unit A has been added to the plat, located above Unit B, to reflect a July 2, 2022, agreement recorded as Instrument No. 695144.

Consistent with Ketchum Municipal Code (KMC) §16.04.020, the proposal meets the definition of Readjustment of Lot Lines because: (1) the changes proposed are to the existing boundary for condominium

Unit A, (2) the amended Condominium Unit A complies with all dimensional standards required in the CC-1 Zone District, and (3) the proposal does not create additional lots or dwelling units.

During Department Review, City staff reviewed the lot line shift application for conformance with Ketchum Municipal Code (KMC) 16.04.030 – *Procedures for subdivision approval* and KMC 16.04.060 – *Readjustment of Lot Lines Procedures*. Please see the draft Findings of Fact in Attachment 3 for the review of all requirements and standards. Where “N/A” is checked, the standard is not applicable as the standard applies to the creation of new subdivisions, new lots, or new infrastructure. As no new development is proposed, no upgrades to existing utility infrastructure or right-of-way improvements are required.

No concerns or issues were raised by other city departments during Department Review regarding the proposed lot line shift. As conditioned, the Lewis Bank Condominiums Amended Unit A meets the standards for Readjustment of Lot Lines under Title 16 of the Ketchum Municipal Code.

Sustainability Impact:

This application has no impact on the City’s ability to meet the Ketchum Sustainability Action Plan.

Financial Impact:

None

There is no financial request to the City of Ketchum for the application and therefore no budget implications.

Attachments:

1. Lot Line Shift Application Materials
2. Final Plat
3. Draft Findings of Fact, Conclusions of Law, and Decision



City of Ketchum

Attachment 1: Lot Line Shift Application Materials



**City of Ketchum
Planning & Building**


OFFICIAL USE ONLY	
Application Number:	P24-011
Date Received:	2/21/24
By:	HLN
Fee Paid:	\$2000
Approved Date:	
By:	

Subdivision Application-Final Plat

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

APPLICANT INFORMATION	
Name of Proposed Subdivision:	Lewis Bank Condominiums, Unit A Amended
Owner of Record:	See attached Sheet
Address of Owner:	" "
Representative of Owner:	Bruce Smith, PLS - Alpine Enterprise Inc.
Legal Description:	Lewis Bank Condominiums RPK084100000A0 This RPK is associated with
Street Address:	180 N. Main St, Ketchum, ID 83340 320 E 2Nd St A
SUBDIVISION INFORMATION	
Number of Lots/Parcels:	4 3 UNITS + Common + Limited Common Areas
Total Land Area:	.114 acres
Current Zoning District:	CC Subdistrict 1
Proposed Zoning District:	CC Subdistrict 1
Overlay District:	KURA, HISTORIC
TYPE OF SUBDIVISION	
Condominium <input checked="" type="checkbox"/>	Land <input type="checkbox"/>
PUD <input type="checkbox"/>	Townhouse <input type="checkbox"/>
Adjacent land in same ownership in acres or square feet:	NONE
Easements to be dedicated on the final plat:	AS SHOWN ON PLAT
Briefly describe the improvements to be installed prior to final plat approval:	EVERYTHING IS COMPLETE AND EXISTING
ADDITIONAL INFORMATION	
All lighting must be in compliance with the City of Ketchum's Dark Sky Ordinance One (1) copy of Articles of Incorporation and By-Laws of Homeowners Associations and/or Condominium Declarations One (1) copy of current title report and owner's recorded deed to the subject property One (1) copy of the preliminary plat All files should be submitted in an electronic format to planningandzoning@ketchumidaho.org	

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


 BRUCE SMITH, PLS
 ALPINE ENTERPRISES INC.

Date: 24 OCT 23

Applicant Signature REPRESENTATIVE



CLTA GUARANTEE

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

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

GUARANTEES

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

Dated: November 27, 2023

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

Countersigned by:

Authorized Countersignature



Frederick H. Eppinger
President and CEO

David Hisey
Secretary

TitleOne
Company Name

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

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

GUARANTEE CONDITIONS AND STIPULATIONS

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

GUARANTEE CONDITIONS AND STIPULATIONS

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

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

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

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

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

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

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

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

9. Limitation of Liability

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

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

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

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

11. Payment Loss

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

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

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

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

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

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

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

14. Liability Limited to This Guarantee; Guarantee Entire Contract

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

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

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

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

LOT BOOK GUARANTEE
Issued By
Stewart Title Guaranty Company

REVISED SCHEDULE A

File No. 23489857
State: ID
County: Blaine

<u>Guarantee No.</u>	<u>Liability</u>	<u>Date of Guarantee</u>	<u>Fee</u>
G-2222-000090114	\$1,000.00	November 27, 2023 at 7:30 a.m.	\$300.00

Name of Assured:
Lawson Laski Clark

The assurances referred to on the face page hereof are:

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

Condominium Units A, B, C, and Common Area, as shown on the Condominium Plat for LEWIS BANK CONDOMINIUMS, BLAINE COUNTY, IDAHO, according to the official plat thereof, recorded as Instrument No. 497110, and as defined and described in the Corrected and Restated Condominium Declaration for LEWIS BANK CONDOMINIUMS, recorded as Instrument No. 516414, records of Blaine County, Idaho.

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

Deed Type: Quit Claim Deed
Grantors: Melinda Murtaugh, a single woman
Grantees: Melinda Renee Murtaugh, Trustee of the Melinda Renee Murtaugh 2014 Trust, dated April 10, 2014
Recorded Date: April 8, 2020
Instrument: 668290
[Click here to view](#)
Unit A

Deed Type: Warranty Deed
Grantors: VHS, LLC, a Washington limited liability company
Grantees: SV 180 Main Street, LLC, a Delaware limited liability company
Recorded Date: May 18, 2022
Instrument: 693855
[Click here to view](#)
Unit B

Deed Type: Quit Claim Deed
Grantors: Mark T. Nickum, Patricia A. Nickum, Christian M. Nickum and Megan A. Stevenson
Grantees: 1030 Airport Way, LLC, an Idaho limited liability company
Recorded Date: July 23, 2012
Instrument: 599415
[Click here to view](#)
Unit C

3. **There are no mortgages or deeds of trust which purport to affect title to said land, other than those shown below under Exceptions.**
4. **There are no (homesteads, agreements to convey, attachments, notices of non-responsibility, notices of completion, tax deeds) which purport to affect title to said land, other than shown below under Exceptions.**

5. No guarantee is made regarding (a) matters affecting the beneficial interest of any mortgage or deed of trust which may be shown herein as an exception, or (b) other matters which may affect any such mortgage or deed of trust.
6. No guarantee is made regarding any liens, claims of liens, defects or encumbrances other than those specifically provided for above, and, if information was requested by reference to a street address, no guarantee is made that said land is the same as said address.

EXCEPTIONS:

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

320 E 2nd St A, Ketchum, ID 83340 (Unit A)
180 N Main St B, Ketchum ID 83340 (Unit B)
180 N Main St C, Ketchum ID 83340 (Unit C)
180 N Main St, Ketchum ID 83340 (Common Area)

2. Taxes, including any assessments collected therewith, for the year 2023 which are due and payable, but not delinquent.

Parcel Number: [RPK084100000A0](#)

Original Amount: \$4,995.34

Tax Relief Credit: \$54.82

Unit A

3. Taxes, including any assessments collected therewith, for the year 2023 which are due and payable, but not delinquent.

Parcel Number: [RPK084100000B0](#)

Original Amount: \$3,574.52

Tax Relief Credit: \$39.24

Unit B

4. Taxes, including any assessments collected therewith, for the year 2023 which are due and payable, but not delinquent.

Parcel Number: [RPK084100000C0](#)

Original Amount: \$3,650.40

Tax Relief Credit: \$40.06

Unit C

5. Taxes, including any assessments collected therewith, for the year 2023 which are exempt.

Parcel Number: [RPK084100000D0](#)

Original Amount: \$0.00

Common Area

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

7. Easements, reservations, restrictions, and dedications as shown on the official plat of [Lewis Bank Condominiums](#).

8. 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.

9. Terms and conditions contained in a/an Agreement by and between Robert and Mary Hastings, husband and wife and City of Ketchum, Idaho, a municipal corporation.

Recorded: October 31, 1990

Instrument No.: [325093](#), records of Blaine County, Idaho.

10. Terms, provisions, covenants, conditions, restrictions and easements provided by a Corrected and Restated Condominium Declaration for Lewis Bank Condominiums but omitting any covenants, conditions or restrictions, if any, to the extent that such violates 42 USC 3604 (c) or any other ordinance, statute or regulation.

Recorded: February 15, 2005

Instrument No.: [516414](#), records of Blaine County, Idaho.

11. Terms and conditions contained in a/an Right-of-Way Agreement by and between Rocky Mountain Hardware and the City of Ketchum, Idaho, a municipal corporation.

Recorded: March 7, 2013

Instrument No.: [607121](#), records of Blaine County, Idaho.

Affects Unit C

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

Amount: \$1,202,500.00

Trustor/Grantor: Melinda Renee Murtaugh, Trustee of the Melinda Renee Murtaugh 2014 Trust, dated April 10, 2014

Trustee: First American Title Insurance Company

Beneficiary: Zions Bancorporation, N.A. dba Zions First National Bank

Dated: June 26, 2020

Recorded: July 15, 2020

Instrument No.: [670714](#), records of Blaine County, Idaho.

Affects Unit A

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

Amount: \$97,500.00

Trustor/Grantor: Melinda Renee Murtaugh, an individual, and The Melinda Renee Murtaugh 2014 Trust, an Idaho Trust by and through Melinda Renee Murtaugh, Trustee

Trustee: Blaine County Title

Beneficiary: 1030 Airport Way, LLC, an Idaho limited liability company and VHS, LLC, an Idaho limited liability company

Dated: July 4, 2022

Recorded: July 21, 2022

Instrument No.: [695144](#), records of Blaine County, Idaho.

Affects Unit A

Sun Valley Title

By:



Nick Busdon, Authorized Signatory

REVISED JUDGMENT AND TAX LIEN GUARANTEE

Issued By
Stewart Title Guaranty Company

SCHEDULE A

Amount of Liability: \$1,000.00

Fee Amount: \$0.00

Guarantee No.: G-2222-000090114

Name of Assured: Lawson Laski Clark

Date of Guarantee: November 27, 2023

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

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

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

The parties referred to in this guarantee are as follows:

Condominium Unit A:
Melinda Renee Murtaugh, Trustee of the Melinda Renee Murtaugh 2014 Trust, dated April 10, 2014

Condominium Unit B:
SV 180 Main Street, LLC, a Delaware limited liability company

Condominium Unit C:
1030 Airport Way, LLC, an Idaho limited liability company

Common Area:
Lewis Bank Condominium Owners

Sun Valley Title
By:



Nick Busdon, Authorized Signatory

SCHEDULE B

Exceptions:

NONE

RECORDING REQUESTED BY
AND
WHEN RECORDED RETURN TO

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

Mail Tax Statements To:

1030 Airport Way, LLC
Post Office Box 4108
Hailey, ID 83333

Instrument # 599415

HAILEY, BLAINE, IDAHO
7-23-2012 04:20:02 No. of Pages: 4
Recorded for : THOMAS C PRAGGASTIS
JOLYNN DRAGE Fee: 19.00
Ex-Officio Recorder Deputy
Index to: WTY/QC/CORP DEED

JD


(Space Above Line for Recorder's Use)

QUITCLAIM DEED

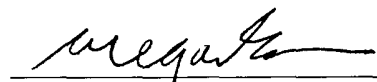
FOR VALUE RECEIVED, MARK T. NICKUM, PATRICIA A. NICKUM, CHRISTIAN M. NICKUM and MEGAN A. STEVENSON, Grantors, do hereby convey, release, remise and forever quitclaim unto 1030 AIRPORT WAY, LLC, an Idaho limited liability company, Grantee, all of Grantors' right, title and interest in the real property located in Blaine County, Idaho, as more particularly described in Exhibit A attached hereto and incorporated herein by reference.

DATED this 20th day of June, 2012.


MARK T. NICKUM


PATRICIA A. NICKUM

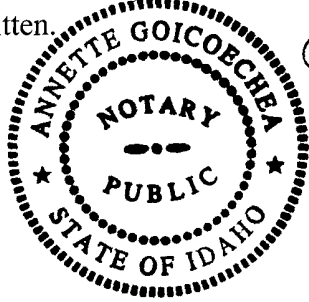

CHRISTIAN M. NICKUM


MEGAN A. STEVENSON

STATE OF IDAHO)
)
 ss.
County of BLAINE)

On this 20th day of JUNE, 2012, before me, the undersigned, a Notary Public in and for said State, personally appeared MARK T. NICKUM, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same.

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



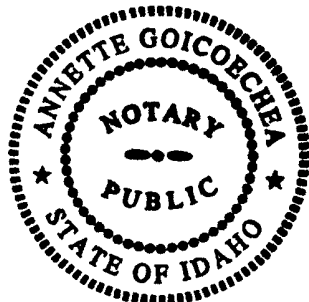
Annette Goicoechea

Notary Public for State of IDAHO
Residing at BELLEVUE, Idaho
Commission expires 7-5-2017

STATE OF IDAHO)
)
 ss.
County of BLAINE)

On this 20th day of JUNE, 2012, before me, the undersigned, a Notary Public in and for said State, personally appeared PATRICIA A. NICKUM, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that she executed the same.

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



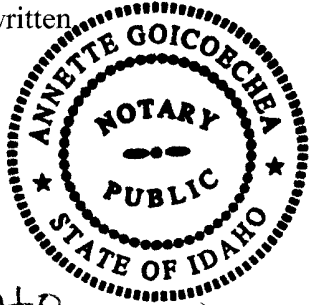
Annette Goicoechea

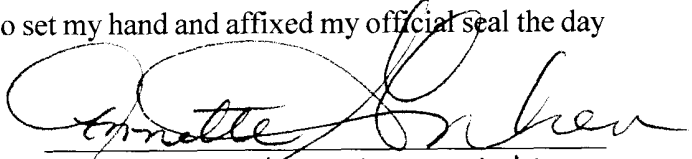
Notary Public for State of IDAHO
Residing at BELLEVUE, Idaho
Commission expires 7-5-2017

STATE OF IDAHO)
)
 ss.
County of BLAINE)

On this 20th day of JUNE, 2012, before me, the undersigned, a Notary Public in and for said State, personally appeared CHRISTIAN M. NICKUM, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same.

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

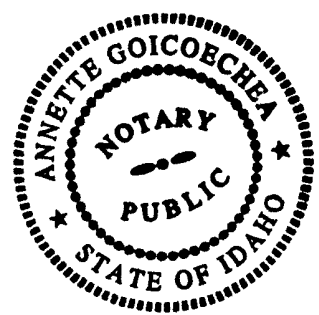



Notary Public for State of IDAHO
Residing at BELLEVEUE, Idaho
Commission expires 7-5-2017

STATE OF IDAHO)
)
 ss.
County of BLAINE)

On this 20th day of JUNE, 2012, before me, the undersigned, a Notary Public in and for said State, personally appeared MEGAN A. STEVENSON, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that she executed the same.

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



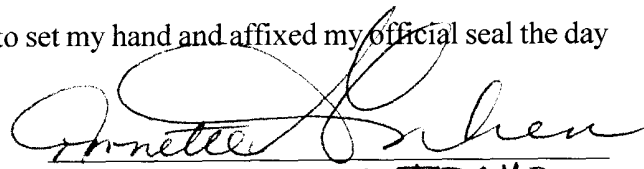

Notary Public for State of IDAHO
Residing at Bellevue, Idaho
Commission expires 7-5-2017

EXHIBIT A

LEGAL DESCRIPTION

Condominium Unit C as shown on the Condominium Map for LEWIS BANK CONDOMINIUMS, recorded as Instrument No. 297110, and as defined and described in the Condominium Declaration for LEWIS BANK CONDOMINIUMS, recorded as Instrument No. 497109, records of Blaine County, Idaho.

**THIS INSTRUMENT FILED FOR RECORD
BY SUN VALLEY TITLE AS AN
ACCOMMODATION ONLY. IT HAS NOT
BEEN EXAMINED AS TO ITS EXECUTION
OR AS TO ITS EFFECT UPON THE TITLE.**

Quitclaim Deed

For value received, **Melinda Murtaugh**, a single woman

Does hereby convey, release, remise, and forever quit claim unto

Melinda Renee Murtaugh, Trustee of the Melinda Renee Murtaugh 2014 Trust, dated April 10, 2014,

whose current address is P.O. Box 703, Sun Valley, ID 83353

the following described premises:

Condominium Unit A, as shown on the Condominium Plat for LEWIS BANK CONDOMINIUMS, BLAINE COUNTY, IDAHO, according to the official plat thereof, recorded as Instrument No. 497110, and as defined and described in the Condominium Declaration for LEWIS BANK CONDOMINIUMS, recorded as Instrument No. 497109, records of Blaine County, Idaho.

To have and to hold the said premises, unto the said grantees, heirs and assigns forever.

Date: 04/08/2020


Melinda Murtaugh

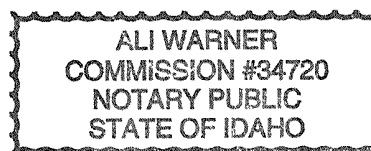
State of Idaho, County of Blaine, ss.

On this 8th day of April in the year of 2020, before me, the undersigned, a Notary Public in and for said State, personally appeared Melinda Murtaugh known or identified to me to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same.



_____, Notary Public

Residing at: Ketchum ID
My Commission Expires: 9/19/24
(seal)






WARRANTY DEED

FOR VALUE RECEIVED

VHS, LLC, a Washington limited liability company,

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

SV 180 Main Street, LLC, a Delaware limited liability company

the Grantee, whose current address is: PO Box 97, Clackamas, OR 97015

the following described premises, to-wit:

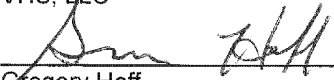
Condominium Unit B, as shown on the Condominium Map for LEWIS BANK CONDOMINIUMS, appearing in the records of Blaine County, Idaho, as Instrument No. 497110, and as defined and described in that Condominium Declaration for LEWIS BANK CONDOMINIUMS, recorded in the records of Blaine County, Idaho, as Instrument No. 497109.

And as replacement property in an I.R.C. 1031 Tax Deferred Exchange

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

Dated this 12th day of May, 2022.


VHS, LLC

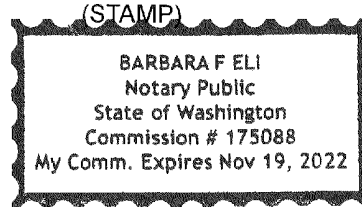


Gregory Hoff
Member

State of Washington
County of SNOHOMISH

This record was acknowledged before me on 12th day of May, 2022, by Gregory Hoff, as Member of VHS, LLC.


Notary Public STATE OF WASHINGTON
My Commission Expires: 11-19-2022



RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:

KNEELAND, KORB, COLLIER & LEGG
Post Office Box 249
Ketchum, ID 83340
KKCL File No. 7806-B

Instrument # 516414

HAILEY, BLAINE, IDAHO

2005-02-15

04:09:00 No. of Pages: 46

Recorded for : SUN VALLEY TITLE

MARSHA RIEMANN

Fee: 138.00

Ex-Officio Recorder Deputy

Index to: AMENDED COVENANTS & RESTRICTIONS

mp

(Space above line for Recorder's Use)

**CORRECTED AND RESTATED
CONDOMINIUM DECLARATION FOR
LEWIS BANK CONDOMINIUMS**

RECITALS

A. The undersigned are the owners of Condominium Units A, B and C as shown on the Condominium Map for Lewis Bank Condominiums, appearing in the records of Blaine County, Idaho, as Instrument No. 497110.

B. The Condominium Declaration for Lewis Bank Condominiums was recorded December 26, 2003, as Instrument No. 497109, records of Blaine County, Idaho ("Declaration").

C. Section 7.1 Membership of the Declaration provides that: "A certified copy of the Articles of Incorporation and a copy of the By-Laws of the Association are attached hereto as Exhibits B and C, respectively, and hereby made a part of this Declaration."

D. Exhibit B, Articles of Incorporation and Exhibit C, By-Laws of the Association, were inadvertently not attached to the Declaration when recorded with the Blaine County Recorder.

E. The undersigned desire to correct the Declaration by re-recording the Declaration with Exhibit B, Articles of Incorporation, and Exhibit C, By-Laws of the Association, as attached hereto.

WHEREFORE, the undersigned hereby correct and restate the Declaration with Exhibits B and C as attached hereto and by this reference made a part hereof.

THIS INSTRUMENT FILED FOR RECORD
BY SUN VALLEY TITLE COMPANY AS AN
ACCOMMODATION ONLY. IT HAS NOT
BEEN EXAMINED AS TO ITS EXECUTION
OR AS TO ITS EFFECT UPON THE TITLE.

CORRECTED AND RESTATED CONDOMINIUM DECLARATION
FOR LEWIS BANK CONDOMINIUMS

Page 1 of 5

DATED:

11/20/04

CONDOMINIUM UNIT A

Charles R Rumpf
CHARLES R. RUMPF

Suzanne M. Hazlett
SUZANNE M. HAZLETT

DATED:

CONDOMINIUM UNIT B

VHS, LLC, a Washington limited liability company

By: _____
Its: _____

DATED:

CONDOMINIUM UNIT C

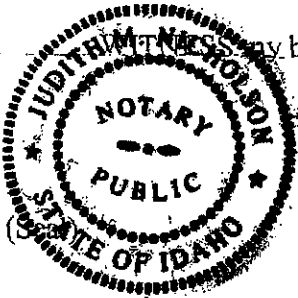
OSHO, LLC, an Idaho limited liability company

By: _____
Its: _____

ACKNOWLEDGMENTS

STATE OF Idaho)
) ss.
County of Blaine)

On this 10 day of November, 2004, before me, the undersigned, a Notary Public in and for said State, personally appeared CHARLES R. RUMPF, known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same.

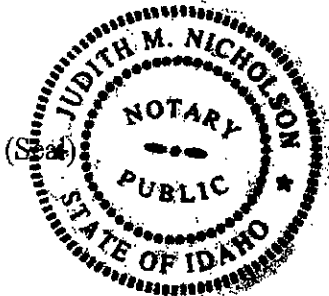


WITNESS my hand and seal the day and year in this certificate first above written.

Judith M. Nicholson
Notary Public for Idaho
Residing at Hailey
Comm. Exp. 8/11/2005

STATE OF Idaho)
) ss.
County of Blaine)

On this 10 day of November, 2004, before me, the undersigned, a Notary Public in and for said State, personally appeared SUZANNE M. HAZLETT, known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same.



WITNESS my hand and seal the day and year in this certificate first above written.

Judith M. Nicholson
Notary Public for Idaho
Residing at Hailey
Comm. Exp. 8/11/2005

DATED: _____

CONDOMINIUM UNIT A

CHARLES R. RUMPF

SUZANNE M. HAZLETT

x DATED: Sept. 28, 2004

CONDOMINIUM UNIT B

VHS, LLC, a Washington limited liability company

x By: *Jan P. [Signature]*
xIts: Manager

DATED: _____

CONDOMINIUM UNIT C

OSHO, LLC, an Idaho limited liability company

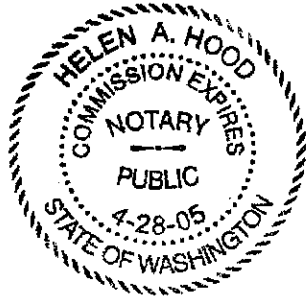
By: _____
Its: _____

STATE OF Washington
County of Snohomish) ss.

On this 28th day of September, 2004, before me, the undersigned, a Notary Public in and for said State, personally appeared GREGORY R. HOFF, the Manager of VHS, LLC, a Washington limited liability company, and known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that s/he executed the same on behalf of said limited liability company.

WITNESS my hand and seal the day and year in this certificate first above written.

(Seal)



Helen Hood
Notary Public for ~~State~~ Washington
Residing at Kingston
Comm. Exp. 4/28/05

DATED: _____

CONDOMINIUM UNIT A

CHARLES R. RUMPF

SUZANNE M. HAZLETT

DATED: _____

CONDOMINIUM UNIT B

VHS, LLC, a Washington limited liability company

By: _____

Its: _____

DATED: 2-10-05

CONDOMINIUM UNIT C

OSHO, LLC, an Idaho limited liability company

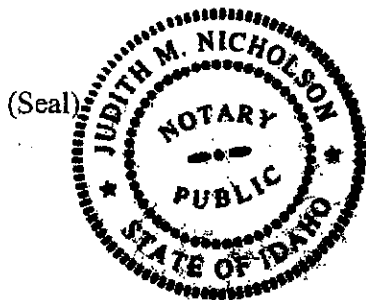
By: *G. Adams*

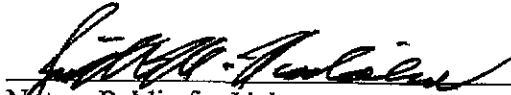
Its: *Marvin J. Mendon*

STATE OF Idaho)
) ss.
County of Blaine)

On this 10th day of February, 2005, before me, the undersigned, a Notary Public in and for said State, personally appeared Amy Harris, the Managing Member of OSHO, LLC, an Idaho limited liability company, and known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that s/he executed the same on behalf of said limited liability company.

WITNESS my hand and seal the day and year in this certificate first above written.




Notary Public for Idaho
Residing at Hailey
Comm. Exp. August 8, 2005

ORIGINAL

RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:

Kneeland, Korb, Collier & Legg
Post Office Box 249
Ketchum, ID 83340
Telephone: (208) 726-9311
KKCL File No: 7806-B

Instrument # 497109
HALEY, BLAINE, IDAHO
2003-12-26 02:08:00 No. of Pages: 25
Recorded for : ALPINE ENTERPRISES
MARSHA RIEMANN Fee: 75.00
Ex-Officio Recorder Deputy *mp*
Index to: COVENANTS & RESTRICTIONS

(Space Above this Line for Recorder's Use)

CONDOMINIUM DECLARATION
FOR
LEWIS BANK CONDOMINIUMS

ARTICLE I
RECITALS AND CERTAIN DEFINITIONS

Section 1.1 The Declarant: The Real Property. Robert C. Hastings and Mary B. Hastings, husband and wife, (the "Declarant"), are the owners of that certain real property described as a portion of Lot 4, Block 2, Village of Ketchum, Blaine County, Idaho, (the "Real Property").

Section 1.2 Intention of Declarant. Declarant intends to provide for condominium ownership of the Real Property under the Condominium Property Act of the State of Idaho.

Section 1.3 Development. The Real Property will initially contain two (2) commercial condominium units and one (1) penthouse condominium unit.

Section 1.4 The Project. The term "Project" shall collectively mean the Real Property condominium units and the building and other improvements located on the Real Property.

Section 1.5 Type of Ownership. This condominium project will provide a means for ownership in fee simple of separate interests in Units and co-ownership with others, as tenants in common, of Common Area, as those terms are herein defined.

ARTICLE II
ADDITIONAL DEFINITIONS

The following terms shall have the following meanings when used herein unless the context otherwise requires.

Section 2.1 Building. "Building" means the building located on the Real Property subject to this Declaration.

Section 2.2 Unit. "Unit" means the separate interest in a condominium as bounded by the interior surfaces of the perimeter walls, floors, ceilings, windows and doors thereof as shown and numbered on the Condominium Map to be filed for record, together with all fixtures and improvements therein contained. Notwithstanding such markings, the following are not a part of a Unit: bearing walls, columns, floors and roofs (except for the interior surface thereof, if a perimeter wall, floor or ceiling), foundations, shafts, central heating, air conditioning, reservoirs, tanks, pumps and other services used by more than one Unit, pipes, vents, ducts, flues, chutes, conduits, wires, and other utility installations, wherever located, except the outlets thereof when located within the Unit. The interior surfaces of a perimeter window or door means the points at which such surfaces are located when such windows or doors are closed; the physical windows and doors themselves are part of the Unit Area, as herein defined. In case of combination of two or more adjoining Units, those portions of partition walls between Units which are from time to time used as door openings between such Units shall be deemed to be divided in half longitudinally, parallel to the partition wall, and each half shall constitute part of the Unit which it adjoins, as Limited Common Area appurtenant to such Unit.

Section 2.3 Common Area. "Common Area" means the entire Project excepting all Units.

Section 2.4 Limited Common Area. "Limited Common Area" means that Common Area designated herein for exclusive use by Owners of particular Condominiums, as those terms are herein defined.

Section 2.5 General Common Area. "General Common Area" means all Common Area excepting all Limited Common Area.

Section 2.6 Condominium. "Condominium" means a separate interest in a Unit together with an undivided interest in common in the Common Area (expressed as a percentage of the entire ownership interest in the Common Area) for purposes of tax assessment under Idaho Code Section 55-1514 and for purposes of liability under Idaho Code Section 55-1515, as set forth in Exhibit A attached hereto and by this reference made a part hereof.

Section 2.7 Owner. "Owner" means any person or entity, including Declarant, at any time owning a Condominium; the term "Owner" shall not refer to any Mortgagee, as herein defined, unless such Mortgagee has acquired title pursuant to foreclosure or any proceeding in lieu of foreclosure.

Section 2.8 Mortgage. "Mortgage" means any mortgage, deed of trust, or other security instrument by which a Condominium or any part thereof is encumbered.

Section 2.9 Mortgagee. "Mortgagee" means any person, or any successor to the interest of such person named as the mortgagee, trust beneficiary or creditor under any mortgage, as mortgage is defined in Article II, Section 2.9, under which the interest of any Owner, or successor to the interest of such Owner, is encumbered.

Section 2.10 Association. "Association" means Lewis Bank Owners, Inc., an Idaho corporation, not for profit, its successors and assigns, organized as provided herein.

Section 2.11 Condominium Map. "Condominium Map" means the Condominium Map for Lewis Bank Condominiums and amendments thereto to be filed for record in the office of the County Recorder of Blaine County, Idaho, consisting of a plat or survey map of the surface of the ground of the Real Property showing a survey and legal description thereof, the location of the Building with respect to the boundaries of the Real Property, together with diagrammatic floor plans of Building showing the boundaries of each Unit within the Building, including horizontal and vertical locations and dimensions of all boundaries of each Unit, Unit description identifying the Units, together with such other information as may be included thereon in the discretion of the Declarant.

ARTICLE III STATEMENT OF INTENTION AND PURPOSE

Declarant hereby declares that the Project and every part thereof, is held and shall be held, conveyed, demised, leased, rented, encumbered, used, occupied and improved and otherwise affected in any manner subject to the provisions of this Declaration, each and all of which provisions are hereby declared to be in furtherance of the general plan and scheme of condominium ownership referred to in Article I and are further declared to be for the benefit of the Project and every part thereof and for the benefit of each Owner. All provisions hereof shall be deemed to run with the land as covenants running with the land or as equitable servitude as the case may be, and shall constitute benefits and burdens to the Declarant and his assigns and to all persons hereafter acquiring or owning any interest in the Project, however such interest may be obtained.

ARTICLE IV NATURE AND INCIDENTS OF CONDOMINIUM OWNERSHIP

Section 4.1 Estates of an Owner. The Project is hereby divided into Condominiums each consisting of a separate interest in a Unit and an undivided interest in common in the Common Area in accordance with the attached Exhibit A setting forth the Common Area appurtenant to each Unit. The percentage of ownership interest in the Common Area which is to be allocated to each Unit for purposes of tax assessment under Section 55-1514 of the Idaho Code and for purposes of liability as provided by Section 55-1515 of such Code shall be the same as set forth in Exhibit A. Exhibit A also contains a legal description of each Unit in the Project, consisting of the identifying letter of such Unit as shown on the Condominium Map. Such undivided interests in the Common Area are hereby declared to be appurtenant to the respective Units..

Section 4.2 Limited Common Area. "Limited Common Area" shall be used in connection with such Unit to the exclusion of the use thereof by the other Owners of Common Area except by invitation.

Section 4.3 Right to Combine Units. Declarant reserves the right to combine physically the area or space of one Unit with the area or space of one or more adjoining Units. Such combination shall not prevent separate ownership of such Condominiums in the future. Declarant reserves the right to designate and convey to any purchaser of such combined Units as additional Limited Common Area any walls, floors or other structural separations between Units so combined, or any space which would be occupied by such structural separations but for the combination of the Units. Such structural separations and such space shall automatically become General Common Area if the combined Units become subject to separate ownership in the future.

Section 4.4 Right to Separate Unit. The owner of a Commercial Unit shall have the right to separate the ownership of the Commercial Unit into two (2) separate Units. If the Commercial Unit is separated the structural separations and space between the Units shall automatically become General Common Area.

Section 4.5 Title. Title to a Condominium may be held or owned by any entity and in any manner in which title to any other real property may be held or owned in the State of Idaho.

Section 4.6 Inseparability. No part of a Condominium except as provided by Section 4.4 hereinabove 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, and otherwise affected only as a complete Condominium. Every gift, devise, bequest, transfer, encumbrance, conveyance or other disposition of a 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 by this Declaration.

Section 4.7 Partition Not Permitted. The Common Area shall be owned in common by all Owners of Condominiums, and no Owner may bring any action for partition thereof.

Section 4.8 Owner's Right to Common Area. Subject to the limitations contained in this Declaration, each Owner shall have the non-exclusive right to use and enjoy the General Common Area, and shall have the exclusive right to use and enjoy the Limited Common Area designated herein for exclusive use by such Owner.

Section 4.9 Taxes and Assessments. Each Owner shall execute such instruments and take such actions as may be reasonably specified by the Association to obtain separate real property tax assessments of the interest of each Owner in each Condominium. If any taxes or special district or other assessments may, in the opinion of the Association, nevertheless be a lien on the Project or any part thereof, the Association shall pay the same and assess the same to the Owner or Owners responsible therefor. Each Owner shall pay the taxes or assessments assessed against his or her Condominium, or interest therein, or his or her interest in the Common Area, or any part of any or all of the foregoing. Each Owner shall pay taxes, rates, impositions and assessments levied against the Project or any part of the Common Area in proportion to his or her interest in the Common Area, such payment to be made to the Association at least thirty (30) days prior to the delinquency of such tax or assessment. Each such unpaid tax or assessment

shall bear interest at the legal rate from and after the time the same becomes payable by each Owner and shall be secured by the lien created by Section 9.6 hereof.

Section 4.10 Owner's Rights with Respect to Interiors. Each Owner shall have the exclusive right to paint, repaint, tile, wax, paper or otherwise maintain, refinish and decorate the interior surfaces of the walls, ceilings, floors, windows, and doors forming the boundaries of his or her Unit.

Section 4.11 Easements for Encroachments. If any part of the Common Area encroaches or shall hereinafter 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 to be encumbrances whether 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, or by changes in position caused by repair or reconstruction of the Project or any part thereof.

Section 4.12 Easements of Access for Repair, Maintenance and Emergencies. Some of the Common Area is or may be located within the Units or may be conveniently accessible only through the Units. The Owners of other Units shall have the irrevocable right, to be exercised by the Association as their agent, to have access to each Unit and to all Common Area from time to time during such reasonable hours as may be necessary for the maintenance, repair or replacement of any of the Common Area located therein or accessible therefrom or for making emergency repairs therein necessary to prevent damage to the Common Area or to another Unit or Units. The Association shall also have such right independent of any agency relationship. Damage to the interior of any part of a Unit or Units resulting from the maintenance, repair, emergency repair or replacement of any of the Common Area as a result of emergency repairs within another Unit at the instance 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 negligence of the Owner of a Unit, then such Owner shall be financially responsible for all of such damage. Such damage shall be repaired and the property shall be restored substantially to the same condition as existed prior to damage. Amounts owing by Owners pursuant thereto shall be collected by the Association by assessment pursuant to Article IX below.

Section 4.13 Owner's Right to Ingress and Egress and Support. Each Owner shall have the right to ingress and egress over, upon and across the Common Area necessary for access to his or her Unit and to the Limited Common Area designated for use in connection with his or her Unit, and shall have the right to the horizontal and lateral support of his or her Unit, and such rights shall be appurtenant to and pass with the title to each Condominium.

Section 4.14 Association's Right to Use Common Area. The Association shall have a non-exclusive easement 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, including the right to construct and maintain in the General Common Area maintenance and storage facilities for use by the Association.

Section 4.15 Declarant's Right Incident to Construction. Declarant and persons it shall select, shall have the right to ingress and egress over, upon and across the Common Area, the right to store materials thereon and to make such other use thereof as may be reasonably necessary or incident to complete development of the Project.

Section 4.16 Easements Deemed Created. All conveyances of Condominiums hereafter made, whether by the Declarant or otherwise, shall be construed to grant and reserve such reciprocal easements as shall give effect to Sections 4.11, 4.12, 4.13 and 4.14 above, even though no specific reference to such easements or to those Sections appears in any such conveyance.

ARTICLE V DESCRIPTION OF A CONDOMINIUM

Every contract for the sale of a Condominium and every other instrument affecting title to a Condominium may describe that Condominium by the number shown on the Condominium Map with the appropriate reference to the Condominium Map and to this Declaration as each appears on the records of the County Recorder of Blaine County, Idaho, in the following fashion:

"Condominium Unit _____ as shown on the Condominium Map for Lewis Bank Condominiums appearing in the records of Blaine County, Idaho, as Instrument No. _____, and as defined and described in that Condominium Declaration for Lewis Bank Condominiums, recorded in the records of Blaine County, Idaho, as Instrument No. _____."

Such description will be construed to describe the Unit, together with the appurtenant undivided interest in the Common Area, and to incorporate all the rights incident to ownership of a Condominium and all the limitations on such ownership as described in this Declaration.

ARTICLE VI MECHANIC'S LIEN RIGHTS

No labor performed or services or materials furnished with the consent of or at the request of an Owner or his or her agent or his or her 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 or any other Owner, unless such other Owner has expressly consented to or requested the performance of such labor or furnishing of such materials or services. Such express consent shall be deemed to have been given by the Owner of any Condominium in the case of emergency repairs thereto. Labor performed or services or materials furnished for the Project, 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 or her Condominium from a lien against two or more Condominiums or any part thereof by payment to the holder of the lien of the fraction of the total sum secured by such lien which is attributable to his or her Condominium.

ARTICLE VII
THE ASSOCIATION

Section 7.1 Membership. A certified copy of the Articles of Incorporation and a copy of the By-Laws of the Association are attached hereto as Exhibits B and C, respectively, and hereby made a part of this Declaration. Every Owner shall be entitled and required to be a member of the Association. If title to a Condominium is held by more than one person, the membership related to that Condominium shall be shared by all such persons in the same proportionate interests and by the same type of tenancy in which the title to the Condominium is held. An Owner shall be entitled to one membership for each Condominium owned by him or her. No person or entity other than an Owner may be a member of the Association, and the Articles of Incorporation or Bylaws of the Association state that the memberships in the Association may not be transferred except in connection with the transfer of a Condominium, 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.

Section 7.2 Voting Rights. The Association shall have (2) classes of voting membership:

Class A. Class A members shall be all owners, with the exception of Declarant, and shall be entitled to one (1) vote for each percentage point or part thereof of common area owned as set forth on the attached Exhibit A for each Condominium owned. When more than one (1) person holds an interest in any Condominium, all such persons shall be members. The vote for such Condominium shall be exercised as they among themselves determine, but shall be cast in the aggregate common area percentage for the unit as set forth on the attached Exhibit A.

Class B. Class B member(s) shall be Declarant and shall be entitled to three (3) votes for each percentage point or part thereof of common area owned as set forth on attached Exhibit A for each Condominium owned. The Class B membership shall cease and be converted to Class A membership on the happening of the earliest of the following to occur:

- a) when the total votes outstanding in the Class A membership equal or are greater to the total votes outstanding in the Class B membership, or
- b) on January 1, 2010.

Section 7.3 Transfer. Except as otherwise expressly stated herein, any of the rights, interests and obligations of the Association set forth herein or reserved herein may be transferred or assigned to any other person or entity; provided, however, that no such transfer or assignment shall relieve the Association of any of the obligations set forth herein. Any such transfer or assignment shall not revoke or change any of the rights or obligations of any Owners as set forth herein.

Section 7.4 Amplification. The provisions of this Article are amplified by the Articles of Incorporation of the Association and by the By-Laws of the Association; provided, however, that no present or future provision of such Articles of Incorporation or By-Laws shall substantially alter or amend any of the rights or obligations of the Owners set forth herein.

ARTICLE VIII
CERTAIN RIGHTS AND OBLIGATIONS OF THE ASSOCIATION

Section 8.1 The Management Body. The Association may designate a "Management Body" as provided by I.C. §55-1503(f); and in the event a Management Body is designated it shall administer the Project in accordance with the Condominium Property Act, this Declaration, the Articles of Incorporation and By-Laws of the Association.

Section 8.2 The Common Area. The Association, subject to the rights of the Owners set forth in Article IV hereof, shall be responsible for the exclusive management and control of the Common Area and all improvements thereon (including furnishings and equipment related thereto). Each Owner shall be responsible and pay for the care, maintenance and repair of the Common Area comprising the exterior surfaces of his or her Unit, and shall keep the same in a good, clean, first class condition, including without limitation, the painting of the same as often as necessary, replacement of trim and caulking, weather proofing and tuck pointing, the maintenance and repair of roofs and the maintenance and repair of other Common Area used solely in connection with his or her Unit, including utility lines and areas for access to any automobile parking constituting part of the Condominium project. Further, each Owner of a Condominium Unit shall keep the Limited Common Area designated for use in connection with his or her Unit in a good, clean, sanitary and attractive condition, and shall maintain and repair the Limited Common Area in a first class manner, and shall maintain and repair the heating equipment and the water heater servicing his or her Unit exclusively. The Association shall only be responsible to maintain and repair Common Area used by more than one Unit and the cost therefor shall be allocated to such Units in proportion to such use.

The Association shall have the right to grant easements for utility and/or access purposes over, upon, across, under or through any portion of the Common Area, and each Owner hereby irrevocably appoints the Association as attorney-in-fact for such purpose.

Section 8.3 Miscellaneous Services. The Association may obtain and pay for the services of any person or entity to manage its affairs, or any part thereof, to the extent it deems advisable, as well as such other personnel as the Association shall determine to be necessary or desirable for the proper operation of the Project, whether such personnel are furnished or employed directly by the Association or by any person or entity with whom or which it contracts. The Association may obtain and pay for legal and accounting services necessary or desirable in connection with the operation of the Project or the enforcement of this Declaration. The Association may arrange with others to furnish electrical, water, sewer, trash collection services, and other common services to each Unit.

Section 8.4 Personal Property for Common Use. The Association may acquire and hold for the use and benefit of all of the Owners tangible and intangible personal 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 interests in the Common Area as set forth in Exhibit A attached hereto. Such interest shall not be transferable except with the transfer of a Condominium. A transfer of a Condominium shall transfer to the transferee ownership of the transferor's beneficial interest in such property without any reference thereto. Each Owner may use such property in accordance with the purpose for which it is intended, without hindering or encroaching upon the lawful rights of other Owners. The transfer of title to a Condominium under the foreclosure shall entitle the purchaser to the interest in such personal property associated with the foreclosed Condominium.

Section 8.5 Rules and Regulations. The Association may make reasonable rules and regulations governing the use of the Units and of the Common Area, which rules and regulations shall be consistent with the rights and duties established in this Declaration. The Association Rules shall, inter alia, govern the use of the Common Area by all Owners and tenants, and their respective family members, guests or invitees. A copy of the Rules as adopted, amended or repealed, shall be mailed or otherwise delivered to each Owner and a copy shall be posted in a conspicuous place within the Project.

In addition to any other enforcement rights described in this Declaration and the Bylaws, or authorized by law and subject to any restrictions on the Association's enforcement rights, including any due process requirements, imposed by this Declaration, the Bylaws, or by law, the Association may take any of the following actions against any person or entity whose act or failure to act violates or threatens to violate any provision of this Declaration, the Bylaws, or Association Rules:

- (a) impose monetary penalties, including late charges and interest,
- (b) suspend voting rights in the Association,
- (c) suspend use privileges for the Common Area, and
- (d) commence a legal action for damages, injunctive relief, or both.

The determination of whether to impose any of the foregoing sanctions shall be within the sole discretion of the Association. Any legal action may be brought in the name of the Association on its own behalf and on behalf of any Owner who consents, and the prevailing party in any such action shall be entitled to recover costs and reasonable attorneys' fees. The Association may take more than one of the foregoing enforcement actions against any one violation or threatened violation, provided that a suspension of use privileges shall not exceed thirty (30) days (unless suspension is for delinquent assessments) and a monetary penalty shall not exceed \$1,000.00 (excluding late charges imposed for delinquent assessments) for any one violation. The Association, in its sole discretion, may resolve or settle any dispute, including any legal action, under such terms and conditions as it considers appropriate.

Amounts owing by Owners pursuant to this Section may be collected by the Association by assessment pursuant to Article IX below.

An Owner shall be given fifteen (15) days prior written notice before the imposition of any disciplinary action and the reasons for such action. The notice shall be hand delivered, or mailed certified, return receipt requested, to the Owner's last known address. The Owner shall have the opportunity to be heard, orally or in writing, by a majority of the Board of Directors not less than five (5) days before the imposition of the penalty.

The Association may not cause a forfeiture or abridgment of an Owner's right to the full use and enjoyment of his or her Unit except by judgment of a court or a decision arising out of arbitration or on account of a foreclosure or sale under power of sale for failure of the Owner to pay assessments duly levied by the Association.

Section 8.6 Implied Rights. The Association may exercise any other right or privilege given to it expressly by this Declaration or by law, and every other right or privilege reasonably 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.

ARTICLE IX ASSESSMENTS

Section 9.1 Agreement to Pay Assessment. Declarant, for each Condominium owned by it within the Project, and for and as the Owner of the Project and every part thereof, hereby covenants, and each Owner of any Condominium by the acceptance of a deed therefor, whether or not it be so expressed in the deed, shall be deemed to covenant and agree with each other and with the Association to pay to the Association periodic assessments made by the Association for the purposes provided in this Declaration, and special assessments for capital improvements and other matters as provided in this Declaration. Such assessments shall be fixed, established and collected from time to time in the manner provided in this Article.

Section 9.2 Amount of Total Periodic Assessments. The total periodic assessments against all Condominiums shall be based upon advance estimates of cash requirements by the Association to provide for the payment of all estimated expenses growing out of or connected with the maintenance, repair and operation of the Common Area or furnishing electrical, water, sewer and trash collection and services, and other common services, to each Unit, which estimates may include, among other things, expenses of management; taxes and special assessments, until the Condominiums are separately assessed as provided herein; premiums for all insurance which the Association is required or permitted to maintain pursuant hereto; landscaping and care of grounds; common lighting and heating; water charges; trash collection; sewer service charges, repairs and maintenance; wages for Association employees; legal and accounting fees; any deficit remaining from a previous period; the creation of a reasonable contingency reserve, surplus and/or sinking funds; and any other expenses and liabilities which may be incurred by the Association for the benefit of the Owners under or by reason of this Declaration.

Section 9.3 Apportionment of Periodic Assessments. Expenses attributable to the Common Area maintenance and repair of the exterior of the building, roof, and landscaping shall

be apportioned among all Owners in proportion to the interest in the Common Area owned by each as set forth in Exhibit A attached hereto. Expenses attributable to Limited Common Area maintenance and repair shall be the responsibility of the Unit Owner that has exclusive use thereof.

Section 9.4 Notice of Periodic Assessments and Time for Payment Thereof. The Association shall make periodic assessments, which assessments shall be annually, quarterly or monthly as the Association shall from time to time determine. The Association may, in its discretion, allow assessments to be paid in installments. Written notice of assessment shall be given to each Owner, which notice shall specify the amount of the assessment and the date or dates of payment of the same. No payment shall be due less than fifteen (15) days after the said written notice has been given. Each periodic assessment shall bear interest at the legal rate from the date it becomes due and payable if not paid within thirty (30) days after such date. Failure of the Association to give timely notice of any assessment as provided herein shall not affect the liability of the Owner of any Condominium for such assessment, but the date when payment shall become due in such a case shall be deferred to a date fifteen (15) days after such notice shall have been given.

Section 9.5 Special Assessments for Capital Improvement. In addition to the annual assessments authorized by this Article, the Association may levy at any time a special assessment, payable over such a period as the Association may determine for the purpose of defraying in whole or in part, the cost of any construction or reconstruction, unexpected repair or replacement of the Project or any part thereof, or for any other expense incurred or to be incurred as provided in this Declaration. This Section shall not be construed as an independent source of authority for the Association to incur expenses, but shall be construed to prescribe the manner of assessing for expenses authorized by other Sections hereof which shall make specific reference to this Article. Any amounts assessed pursuant hereto shall be assessed to Owners in proportion to the interest in the Common Area owned by each as set forth in Exhibit A attached hereto. Notice in writing of the amount of such special assessments and the time for payment thereof shall be given promptly to the Owners, and no payment shall be due less than thirty (30) days after such notice shall have been given. A special assessment shall bear interest at the legal rate from the date it becomes due and payable if not paid within thirty (30) days after such date.

Section 9.6 Lien for Assessments. All sums assessed to any Condominium pursuant to this Article, together with interest thereon as provided herein, shall be secured by a lien on such Condominium in favor of the Association upon recordation of a notice of assessment as herein provided. Such lien shall be superior to all other liens and encumbrances on such Condominium except only for: (a) valid tax and special assessment liens on the Condominium in favor of any governmental assessing authority; (b) a lien for all sums unpaid on a first Mortgage, or on any Mortgage to Declarant, duly recorded in Blaine County, Idaho real estate records, including all unpaid obligatory advances to be made pursuant to such Mortgage and all amounts advanced pursuant to such Mortgage and secured by the lien thereof in accordance with the terms of such instrument; and (c) labor or materialmen's liens to the extent required by law. All other lienors acquiring liens on any Condominium after this Declaration shall have been recorded in said records shall be deemed to consent that such liens shall be inferior to future liens

for assessments as provided herein, whether or not such consent be specifically set forth in the instruments creating such liens.

To create a lien for sums assessed pursuant to this Article, the Association may prepare a written notice of assessment setting forth the amount of the assessment, the date due, the amount remaining unpaid, the name of the record owner of the Condominium and a description of the Condominium. Such a notice shall be signed by the Association and may be recorded in the office of the County Recorder of Blaine County, Idaho. No notice of assessment shall be recorded until there is a delinquency in payment of the assessment. Such lien may be enforced by sale by the Association after failure of the Owner to pay such an assessment in accordance with its terms, such sale to be conducted in the manner permitted by law in Idaho for the exercise of power of sale in deeds of trust or in any other manner permitted by law. In any such foreclosure, the Owner shall be required to pay the costs and expenses of such proceeding, the costs and expenses of filing the notice of assessment and all reasonable attorney's fees. All such costs and expenses shall be secured by the lien being foreclosed. The Owner shall also be required to pay to the Association any assessments against the Condominium which shall become due during the period of foreclosure. The Association shall have the right and power to bid at the foreclosure sale or other legal sale and to acquire, hold, convey, lease, rent, encumber, use and otherwise deal with the same as the Owner thereof.

A further notice stating the satisfaction and release of any such lien shall be executed by the Association and recorded in the Blaine County, Idaho real estate records, upon payment of all sums secured by a lien which has been made the subject of a recorded notice of assessment.

Any encumbrancer holding a lien on a Condominium may pay, but shall not be required to pay, any amounts secured by the lien created by this Section, and upon such payment such encumbrancer shall be subrogated to all rights of the Association with respect to such lien, including priority.

Unless sooner satisfied and released or the enforcement thereof initiated as provided earlier in this Section, any lien created pursuant to this Section shall expire and be of no further force or effect one year from the date of recordation of said notice of assessment, provided, however, that said one year period may be extended by the Association for a period not to exceed one additional year by a written extension signed by the Association and recorded in the office of the County Recorder of Blaine County, Idaho, prior to expiration of said first one year period.

Section 9.7 Personal Obligation of Owner. The amount of any periodic or special assessment against any Condominium shall be the personal obligation of the Owner thereof to the Association. Suit to recover a money judgment for such personal obligation shall be maintainable by the Association without foreclosing or waiving the lien securing the same. No Owner may avoid or diminish such personal obligation by waiver of the use and enjoyment of any of the Common Area or by abandonment of his or her Condominium.

Section 9.8 Statement of Account. Upon payment of a reasonable fee not to exceed \$100.00 and upon written request of any Owner or any Mortgagee, prospective Mortgagee or prospective purchaser of a Condominium, the Association shall issue a written statement setting

forth the amount of the unpaid assessments, if any, with respect to such Condominium, the amount of the current periodic assessment and the date that such assessment becomes or became due, credit for advanced payments or prepaid items, including, but not limited to, an Owner's share of prepaid insurance premiums, which statement shall be conclusive upon the Association in favor of persons who rely thereon in good faith. Unless such request for a statement of account shall be complied with within twenty (20) days, all unpaid assessments which became due prior to the date of making such request, shall be subordinate to the lien of a Mortgagee which acquired its interest subsequent to requesting such statement. Where a prospective purchaser makes such request, both the lien for such unpaid assessments and the personal obligation of the purchaser shall be released automatically if the statement is not furnished within the twenty (20) day period provided herein and thereafter an additional written request is made by such purchaser and is not complied with within ten (10) days, and the purchaser subsequently acquires the Condominium.

Section 9.9 Personal Liability of Purchaser for Assessments. Subject to the provisions of Section 9.8, a purchaser of a Condominium shall be jointly and severally liable with the seller for all unpaid assessments against the Condominium up to the time of the grant or conveyance, without prejudice to the purchaser's right to recover from the seller the amount paid by the purchaser for such assessments.

ARTICLE X USE OF CONDOMINIUMS

Section 10.1 Mixed Use. The Condominium Project shall initially contain two (2) commercial Condominium Units and one (1) penthouse Condominium Unit. The commercial uses shall include, personal service shops, antique stores, retail stores, business and professional offices, financial institutions, art galleries, business services and other related uses. Lease or rental of a Condominium shall not be considered to be a violation of this covenant. However, any lease or rental agreement shall be in writing and any tenant shall abide by and be subject to all provisions of this Declaration, the Articles, the Bylaws, and the Association rules and any lease or rental agreement must specify that failure to abide by such provisions shall be a default under the lease or rental agreement. Failure by Owner to take legal action, including the institution of proceedings of Unlawful Detainer against his or her lessee who is in violation of this Declaration, the Articles, the Bylaws or the Association Rules within ten (10) days after receipt of written demand so to do from the Association, shall entitle the Association, through its Board, to take any and all such action, including the institution of proceedings in Unlawful Detainer on behalf of such Owner against his or her lessee. Any expenses incurred by the Association, including attorneys' fees and costs of suit, shall be paid by such Owner.

Section 10.2 Use of Common Area. 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 Association. Nothing shall be altered on, constructed in, or removed from the Common Area except upon the prior written consent of the Association.

Section 10.3 Prohibition of Damage and Certain Activities. Nothing shall be done or kept in any Unit or in the Common Area or any part thereof which would result in the

cancellation of the insurance on the Project or any part thereof or increase 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 Association. Nothing shall be done or kept in any Unit or in the Common Area or any part thereof which would be in violation of any statute, rule, ordinance, regulation, permit or other validly imposed requirement of any governmental body. No damage to, or waste of, the Common Area or any part thereof, shall be committed by any Owner or any invitee of an Owner, 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 him/her or his/her invitees. No noxious, destructive or offensive activity shall be carried on in any Unit or in the Common Area or any part thereof, nor shall anything be done therein which may be or may become an annoyance or nuisance to any other Owner or to any person at any time lawfully residing in the Project.

Section 10.4 Animals. The Association may, by rules or regulations, prohibit or limit the keeping of animals, livestock, or poultry in any Unit or on the Common Area or any part thereof. Domestic dogs and cats, not to exceed a total of two animals may be kept as household pets within the residential penthouse Condominium Unit.

Section 10.5 Rules and Regulations. No Owner shall violate the rules and regulations for the use of the Units and of the Common Area as adopted from time to time by the Association. The Association may impose its enforcement rights as provided by Section 8.5 hereinabove for violation of its Rules and Regulations.

Section 10.6 Maintenance of Interiors. Each Owner shall keep the interior of his or her Unit, including, without limitation, interior walls, windows, glass ceilings, floors and permanent fixtures and appurtenances thereto, in a clean, sanitary and attractive condition, and good state of repair, and shall keep the Limited Common Area designated for use in connection with his or her Unit in a clean, sanitary and attractive condition, and shall keep the heating equipment, air conditioning and water heater serving his or her Unit exclusively in a good state of maintenance and repair.

Section 10.7 Structural Alterations. No structural alterations to any Unit shall be made, and no plumbing, electrical or similar work within the Common Area shall be done, by any Owner without the prior written consent of the Association, except that an Owner may do such work as may be appropriate to maintain and repair Limited Common Area appurtenant to such Owner's Unit.

Section 10.8 Offensive Conduct; Nuisances. No noxious or offensive activities shall be conducted within the Project. Nothing shall be done on or within the Project that may be or may become an annoyance or nuisance to the occupants of the Project, or that in any way interferes with the quiet enjoyment of occupants of Units.

Section 10.9 Parking Restrictions. Unless otherwise permitted by the Association, no motor vehicle shall be parked or left within the Project other than within an assigned or appurtenant parking stall or space. No boat, trailer, recreational vehicle, camper, truck or commercial vehicle shall be parked or left within the Project.

Section 10.10 Signs. Business or commercial signs may be placed on or within the Common Area or Limited Common Area with the prior approval of the Association which approval shall not unreasonably be withheld. Business or commercial signs shall conform to City of Ketchum regulations. A for sale or for rent sign by the Owner or real estate agent may be placed within that portion of the Common Area or Limited Common Area as designated by the Association for such purpose and the location and design thereof shall be subject to the prior approval by the Association, which approval shall not be unreasonably withheld.

Section 10.11 Antennae and External Fixtures. No television or radio poles, antennae, flag poles, clotheslines, or other external fixtures other than those originally installed by Declarant shall be constructed, erected or maintained on or within the Common Area. No wiring, insulation, air-conditioning, or other machinery or equipment other than that originally installed by Declarant shall be constructed, erected or maintained on or within the Common Area.

Section 10.12 Trash Disposal. Trash, garbage or other waste shall be kept only in sanitary containers. No Owner shall permit or cause any trash or refuse to be kept on any portion of the Project other than in the receptacles customarily used for it, which shall be located only in places specifically designated for such purpose except on the scheduled day for trash pickup.

ARTICLE XI INSURANCE

Section 11.1 Types of Insurance. The Association shall obtain and keep in full force and effect at all times the following insurance coverage provided by companies duly authorized to do business in Idaho. The provisions of this Article shall not be construed to limit the power or authority of the Association to obtain and maintain insurance coverage, in addition to any insurance coverage required hereunder, in such amounts and in such forms as the Association may deem appropriate from time to time.

(a) Casualty Insurance. The Association shall obtain insurance on the Project in such amounts as shall provide for full replacement thereof in the event of damage or destruction from the casualty against which such insurance is obtained, all in the manner in which a corporation owning similar mixed use buildings in the vicinity of the Project would, in the exercise of prudent business judgment, obtain such insurance. Such insurance shall include fire and extended coverage, vandalism and malicious mischief, war risk insurance if available and if deemed appropriate by the Association, and such other risks and hazards against which the Association shall deem it 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 in the Association's opinion are consistent with good business practice.

(b) Public Liability and Property Damage Insurance. The Association shall purchase broad form comprehensive liability coverage in such amounts and in such forms as it deems advisable to provide adequate protection. Coverage shall include without limitation,

liability for personal injuries, operation of automobiles on behalf of the Association, and activities in connection with the ownership, operation, maintenance and other use of the Project.

(c) Workmen's Compensation and Employer's Liability Insurance. The Association shall purchase workmen's compensation and employer's liability insurance and all other similar insurance in respect of employees of the Association in the amounts and in the forms now or hereafter required by law.

(d) Fidelity Insurance. The Association shall purchase, in such amounts and in such forms as it shall deem appropriate, coverage against dishonesty of employees, destruction or disappearance of money or securities, and forgery.

(e) Directors and Officers Liability Insurance. The Association shall purchase in such amounts and in such form as it shall deem appropriate, coverage for all directors, officers, and committee members, for any and all errors and/or omissions that occur during their tenure in office and employment.

(f) Other. The Association may obtain insurance against such other risks, of a similar or dissimilar nature, as it shall deem appropriate with respect to the Project, including any personal property of the Association located thereon.

Section 11.2 Optional Insurance. The Association may obtain the following types of insurance coverage, but it is not required to do so.

(a) Personal Property Casualty Insurance. The Association may in its discretion obtain insurance on the personal property and furnishings initially placed in the Units of Owners by Declarant upon completion of construction of the Project in such amounts as shall provide for the full replacement thereof in the event of damage or destruction from casualties against which such insurance is obtained.

(b) Casualty and Public Liability Insurance. The Association may in its discretion obtain casualty and public liability insurance coverage, in amounts it may select, with respect to an Owner's activities within each individual Unit and for activities of the Owner, not acting by the Association, with respect to the Common Area.

Section 11.3 Form. Casualty insurance shall be carried in a form or forms naming the Association the insured as trustee for the Owners, which policy or policies shall specify the interest of each Condominium Owner (Owner's name, Unit Number, 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 Mortgagees which from time to time shall give notice to the Association of such first 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 ten (10) days' prior written notice is first given to each Owner and to each first Mortgagee. The Association shall furnish to each Owner who requests it and to the Declarant 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.

Public liability and property damage insurance shall name the Association the insured, 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 Project.

Section 11.4 Owner's Responsibility. Insurance coverage on the furnishings initially placed in the Unit by Declarant, unless the Association pursuant to Section 11.2 hereof elects to arrange for such casualty insurance, and casualty and public liability insurance coverage within each individual Unit and for activities of the Owner, not acting by the Association, with respect to the Common Area, unless the Association pursuant to Section 11.2 hereof elects to arrange for such casualty insurance, and regardless of the Association's election, insurance coverage against loss from theft on all personal property and insurance coverage on items of personal property placed in the Unit by Owner, shall be the responsibility of the respective Owners.

Section 11.5 Insurance Proceeds. The Association shall receive the proceeds of any casualty insurance payments received under policies obtained and maintained pursuant to this Article. The Association shall apportion the proceeds to the portions of the Project which have been damaged and shall determine the amount of the proceeds attributable to damage to the Common Area. To the extent that reconstruction is required herein, the proceeds shall be used for such purpose. To the extent that reconstruction is not required herein and there is a determination that the Project shall not be rebuilt, the proceeds shall be distributed in the same manner herein provided in the event of sale of obsolete Units, as set forth in Section 13.4. Each Owner and each Mortgagee shall be bound by the apportionments of damage and of the insurance proceeds made by the Association pursuant hereto.

Section 11.6 Owner's Own Insurance. Notwithstanding the provisions of Sections 11.1 and 11.2 hereof, each Owner may obtain insurance at his or her own expense providing coverage upon his or her Condominium, his or her personal property, for his or her personal liability, and covering such other risks as he may deem appropriate, but each such policy shall provide that it does not diminish the insurance carrier's coverage for liability arising under insurance policies which the Association obtains pursuant to this Article. All such insurance of the Owner's Condominium shall waive the insurance company's right of subrogation against the Association, and other Owners, and the servants, agents and guests of any of them, if such insurance can be obtained of subrogation.

ARTICLE XII
CASUALTY DAMAGE OR DESTRUCTION

Section 12.1 Affects Title. Title to each Condominium is hereby made subject to the terms and conditions hereof, which bind the Declarant and all subsequent Owners, whether or not it be so expressed in the deed by which any Owner acquires his Condominium.

Section 12.2 Association as Agent. All of the Owners irrevocably constitute and appoint the Association their true and lawful attorney-in-fact in their name, place and stead for the purpose of dealing with the Project upon its damage or destruction as hereinafter provided. Acceptance by any grantee of a deed from the Declarant or from any Owner shall constitute such appointment.

Section 12.3 General Authority of Association. As attorney-in-fact, the Association shall have full and complete authorization, right and power to make, execute and deliver any contract, deed, or other instrument with respect to the interest of a Condominium Owner which may be necessary or appropriate to exercise the powers herein granted. Repair and reconstruction of the improvements as used in the succeeding subparagraphs mean restoring the Project 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 the Owners and the first Mortgagees unanimously agree not to rebuild in accordance with the provisions set forth hereinafter.

In the event any Mortgagee should not agree not to rebuild, the Association shall have the option to purchase such Mortgage by payment in full of the amount secured thereby if the Owners are in unanimous agreement not to rebuild. The Association shall obtain the funds for such purpose by special assessments under Article IX of this Declaration.

Section 12.4 Estimate of Costs. As soon as practicable after an event causing damage to, or destruction of, any part of the Project, the Association shall obtain estimates that it deems reliable and complete of the costs of repair or reconstruction of that part of the Project damaged or destroyed.

Section 12.5 Repair and Reconstruction. As soon as practicable after receiving these estimates the Association shall diligently pursue to completion the repair or reconstruction 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, and the location of the Buildings shall be substantially the same as prior to damage or destruction.

Section 12.6 Funds for Reconstruction. The proceeds of any insurance collection 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 Article IX hereof, may levy in advance a special assessment sufficient to provide funds to pay such estimated or actual costs of repair or reconstruction. Such assessment shall be allocated and collected as provided in that Article. Further levies may be made in like manner if the amounts collected prove insufficient to complete the repair or reconstruction.

Section 12.7 Disbursement of Funds for Repair or Reconstruction. The insurance proceeds held by the Association and the amounts received from the assessments provided for in Section 12.6 constitute a fund for the payment of cost of repair and reconstruction after casualty. It shall be deemed that the first money disbursed in payment for 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 in proportion to the contributions by each Owner pursuant to the assessments by the Association under Section 12.6 of this Declaration.

Section 12.8 Decision Not to Rebuild. If all Owners and all holders of first Mortgages on Condominiums agree not to rebuild, as provided herein, the Project shall be sold and the proceeds distributed in the same manner herein provided in the event of sale of obsolete Units, as set forth in Section 13.4.

ARTICLE XIII OBSOLESCENCE

Section 13.1 Adoption of a Plan. The record Owners of all the Units may agree that the Project is obsolete and adopt a written plan for the renewal and reconstruction which plan has the unanimous approval of all first Mortgagees of record at the time of the adoption of such plan. Written notice of adoption of such plan shall be given to all Owners. Such plan shall be recorded in Blaine County, Idaho, real estate records.

Section 13.2 Payment for Renewal and Reconstruction. The expense of renewal or reconstruction shall be payable by all of the Owners as assessments against their respective Condominiums. These assessments shall be levied in advance pursuant to Article IX hereof and shall be allocated and collected as provided in that Article. Further levies may be made in like manner if the amounts collected prove insufficient to complete the renewal and reconstruction.

Section 13.3 Sale of Obsolete Units. The Owners of all the Units may agree that the condominiums are obsolete and that the project should be sold. Such an agreement must have the unanimous approval of every first Mortgagee of records at the time such agreement is made. In such instance the Association shall forthwith record a notice setting forth such fact or facts, and upon the recording of such notice by the Association the Project shall be sold by the Association as attorney-in-fact for all of the Owners free and clear of the provisions contained in this Declaration, the Condominium Map, and the By-Laws. The sale proceeds shall be

apportioned among the Owners in proportion to the respective amounts originally paid to Declarant for the purchase of the Condominium exclusive of the amounts paid for personal property, and such apportioned proceeds shall be paid into separate accounts, each account representing one Condominium. Each such account shall remain in the name of the Association and shall be further identified by the Condominium designation and the name of the Owner. From each separate account the Association, as attorney-in-fact, shall use and disburse the total amount of such accounts without contribution from one account to the other, first to Mortgagees and other liens and the balance remaining to each respective Owner.

Section 13.4 Distribution of Excess. In the event amounts collected pursuant to Section 13.2 are in excess of the amounts required for renewal and reconstruction, the excess shall be returned to the Owners by the Association by a distribution to each Owner in an amount proportionate to the respective amount collected from each such Owner.

ARTICLE XIV CONDEMNATION

Section 14.1 Consequences of Condemnation. If at any time or times during the continuance of the Condominium ownership 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 shall apply.

Section 14.2 Proceeds. Compensation, damages, or other proceeds therefrom, the sum of which is hereinafter called the "Condemnation Award", shall be payable to the Association.

Section 14.3 Complete Taking. In the event that the entire Project is taken or condemned, or sold or otherwise disposed of in lieu of or in avoidance thereof, the Condominium ownership pursuant hereto shall terminate. The Condemnation Award shall be apportioned among the Owners in proportion to the respective amounts paid to Declarant for the purchase of the Condominium exclusive of the amounts paid for personal property, provided that if a standard different from the value of the Project 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 principal 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. Such shares shall be paid into separate accounts and disbursed as soon as practicable in the same manner provided in Section 13.3 of this Declaration.

Section 14.4 Partial Taking. In the event that less than the entire Project is taken or condemned, or sold, or otherwise disposed of in lieu of or in avoidance thereof, the Condominium Ownership 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:

(a) the total amount allocated to taking of or injury to the Common Area shall be apportioned equally among the Owners;

(b) the total amount allocated to severance damages shall be apportioned to those Condominiums which were not taken or condemned;

(c) the respective amounts allocated to the taking of or injury to a particular Unit and/or improvements an Owner has made within his own Unit shall be apportioned to the particular Unit involved; and

(d) the total amount allocated to consequential damages and any other takings or injuries shall be apportioned as the Association 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. Distribution of apportioned proceeds shall be made in the same manner provided in Section 13.4 of this Declaration.

Section 14.5 Reorganization. In the event a partial taking results in the taking of a complete Unit, 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 reallocation to the Owners of remaining Units for amendment of this Declaration as provided in Article XV thereof.

Section 14.6 Reconstruction and Repair. Any reconstruction and repair necessitated by condemnation shall be governed by the procedures specified in Article XII above.

ARTICLE XV REVOCATION OR AMENDMENT TO DECLARATION

This Declaration shall not be revoked nor shall any of the provisions herein be amended unless the Owners of all the Units and all holders of any recorded Mortgage covering or affecting any or all of the Condominiums, whose interests as Mortgagees appear in such records, consent and agree to such revocation or amendment by instruments duly recorded. Any such revocation or amendment shall be binding upon every Owner and every Condominium whether the burdens thereon are increased or decreased by any such amendment and whether or not the Owner of each and every Condominium consents thereto. No provisions of this Declaration affecting the use of the Commercial Unit shall be changed or amended without the express unanimous written consent of the penthouse unit owner.

ARTICLE XVI PERIOD OF CONDOMINIUM OWNERSHIP

The Condominium ownership created by this Declaration and the Condominium Map

shall continue until this Declaration is revoked in the manner provided in Article XV of this Declaration or until terminated in the manner provided in Articles XIII (Obsolescence) or XIV (Condemnation) of this Declaration.

ARTICLE XVII
MISCELLANEOUS

Section 17.1 Compliance with Provisions of Declaration and By-Laws of the Association. Each Owner shall comply with the provisions of this Declaration, the Articles of Incorporation and the By-Laws of the Association, and the decisions and resolutions of the Association adopted pursuant thereto as the same may be lawfully amended from time to time. Failure to comply with any of the same shall be grounds for an action to recover sums due and for damages or injunctive relief or both, maintainable by the Association on behalf of the Owners, or, in a proper case, by an aggrieved Owner.

Section 17.2 Registration of Mailing Address Each owner shall register his or her mailing address with the Association and all notices or demands intended to be served upon any Owner shall be sent by either registered or certified mail, postage prepaid, addressed in the name of the Owner at such registered mailing address. 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 as designated in the By-Laws of the Association. 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 be entitled to receive none 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.

Section 17.3 Transfer of Declarant's Rights. Any rights or any interest reserved hereby to the Declarant may be transferred or assigned by the Declarant either separately or with one or more of such rights or interests, to any person or entity.

Section 17.4 Owner's Obligations Continue. All obligations of the Owner under and by virtue of the provisions contained in this Declaration shall continue, notwithstanding that he or she may have leased or rented said interest as provided herein, but the Owner of a Condominium shall have no obligation for expenses or other obligations accruing after he or she conveys such Condominium.

Section 17.5 Number and Gender. Whenever used herein, unless the context shall otherwise provide, the singular number shall include the plural, the plural the singular, and the use of any gender shall include all genders.

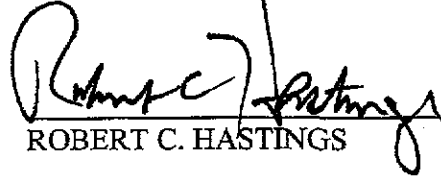
Section 17.6 Severability. If any of the provisions of this Declaration or any clause, paragraph, sentence, phrase or word or the application thereof in any circumstances be invalidated, such invalidity shall not affect the validity of the remainder of the Declaration, and


the application of any such provision, paragraph, sentence, clause, phrase or word in any other circumstances shall not be affected thereby.

Section 17.7 Statute. The provisions of this Declaration shall be in addition and supplemental to the Condominium Property Act of the State of Idaho and to all other provisions of law.

This Declaration is executed this 20th day of November, 2003.

DECLARANT:


ROBERT C. HASTINGS


MARY B. HASTINGS

STATE OF HAWAII)
)ss.
County of HONOLULU)

On this 20th day of NOVEMBER, 2003, before me, the undersigned, a Notary Public in and for said State, personally appeared Robert C. Hastings, known to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same on behalf of said Declarant.

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

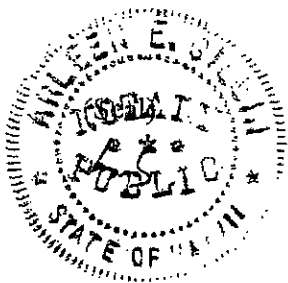


Arleen E. Gillin
NOTARY PUBLIC for ARLEEN E. GILLIN
Residing at 1067 ALAKEA ST, HONOLULU, HI
Commission Expires OCT 24, 2004

STATE OF HAWAII)
)ss.
County of HONOLULU)

On this 20th day of NOVEMBER, 2003, before me, the undersigned, a Notary Public in and for said State, personally appeared Mary B. Hastings, known to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that she executed the same on behalf of said Declarant.

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



Arleen E. Gillin
NOTARY PUBLIC for ARLEEN E. GILLIN
Residing at 1067 ALAKEA ST, HONOLULU, HI
Commission Expires OCT 24, 2004

EXHIBIT A

<u>Unit Designation</u>	<u>Percentage of Owners' Undivided Interest in Common Area</u>
A. (Penthouse)	34.37%
B. (Commercial)	41.45%
C. (Commercial)	24.18%
	<hr/>
	100%

F:\WPDATA\hastings,\condo dec.doc

ORIGINAL

ARTICLES OF INCORPORATION
OF
LEWIS BANK CONDOMINIUMS, INC.

The undersigned, acting as incorporator of a corporation under the Idaho Nonprofit Corporation Act, adopts the following Articles of Incorporation.

ARTICLE I
Corporation Name

The name of the corporation is Lewis Bank Condominiums, Inc., hereinafter called "Association".

ARTICLE II
Location of Principal Office

The location and principal office of the Association is 340 2nd Street, Ketchum, Idaho 83340, and the initial post office address is Post Office Box 732, Sun Valley, Idaho, 83353. The initial registered agent of the Association is Nan Emerick.

ARTICLE III
Incorporator

The incorporator and her address is as follows: Nan Emerick, Post Office Box 732, Sun Valley, Idaho, 83353.

ARTICLE IV
Purpose And Powers of the Association

This Association does not contemplate pecuniary gain or profit to the members thereof, and the specific purposes for which it is formed are to provide for the maintenance, preservation and architectural control of the condominium units and common area within that certain tract of property described as a portion of Lot 4, Block 2, Village of Ketchum, Blaine County, Idaho, and to promote the health, safety and welfare of the occupants within the above described property and any additions thereto as may hereafter be brought within the jurisdiction of this Association for this purpose to:

(a) Exercise all of the powers and privileges and to perform all of the duties and obligations of the Association as set forth in that certain Condominium Declaration for Lewis Bank Condominiums, and any supplemental declaration, hereinafter called the "Declaration", applicable to the property and recorded or to be recorded in the Office of the Blaine County Recorder and as the

FILED EFFECTIVE
004 SEP 23 AM 11:41
SECRETARY OF STATE
STATE OF IDAHO

ARTICLES OF INCORPORATION OF LEWIS BANK CONDOMINIUMS, INC.

IDAHO SECRETARY OF STATE
09/23/2004 05:00
CK: 6138 CT: 2284 RH: 767534
1801000 - 00.00 - INC NONP # 2
1 @ 20.00 = 20.00 NON EXPIDI # 3

EXHIBIT B

C156555

same may be amended from time to time as therein provided, said Declaration being incorporated herein as if set forth at length;

(b) Fix, levy, collect and enforce payment by any lawful means, all charges or assessments pursuant to the terms of the Declaration; to pay all expenses in connection therewith and all office and other expenses incident to the conduct of the business of the Association, including all licenses, taxes or governmental charges levied or imposed against the property of the Association;

(c) Acquire (by gift, purchase or otherwise), own, held, improve, build upon, operate, maintain, convey, sell, lease, transfer, dedicate for public use or otherwise dispose of real or personal property in connection with the affairs of the Association;

(d) Borrow money and with the assent of all of the members, mortgage, pledge, deed in trust, or hypothecate any or all of its real or personal property as security for money borrowed or debts incurred;

(e) Dedicate, sell or transfer all or any part of the common area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument has been signed by two-thirds (2/3) of the members agreeing to such dedication, sale or transfer;

(f) Participate in mergers and consolidations with other non-profit corporations organized for the same purposes or annex additional property and common area, provided that any such merger, consolidation or annexation shall have the assent of all of the Association's members;

(g) Have and to exercise any and all powers, rights and privileges which a corporation organized under the Non-profit Corporation Law of the State of Idaho by law may now or hereafter have or exercise.

Under no circumstances shall the income of the Association be distributed to the members, directors and officers. The assets of the Association after all creditors have been paid shall be distributed prorata to its members on dissolution.

ARTICLE V
Membership

Every person or entity who is a record owner of a fee interest in any unit which is subject by the Declaration to assessment by the Association, including contract sellers who retain fee title, shall be a member of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. Membership shall be appurtenant to and may not be separated from ownership of any condominium unit which is subject to assessment by the Association.

ARTICLE VI
Voting Rights

The Association shall have two (2) classes of voting membership:

Class A. Class A members shall be all owners, with the exception of Declarant, and shall be entitled to one (1) vote for each percentage point or part thereof of common area owned as set forth on Exhibit A to the Condominium Declaration for Lewis Bank Condominiums. When more than one (1) person holds an interest in any Condominium, all such persons shall be members. The vote for such Condominium shall be exercised as they among themselves determine, but shall be cast in the aggregate common area percentage for the unit as set forth on Exhibit A to the Condominium Declaration for Lewis Bank Condominiums.

Class B. Class B member(s) shall be Declarant and shall be entitled to three (3) votes for each percentage point or part thereof of common area owned as set forth on Exhibit A to the Condominium Declaration for Lewis Bank Condominiums. The Class B membership shall cease and be converted to Class A membership on the happening of the earliest of the following to occur:

- (a) when the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership, or
- (b) on January 1, 2010.

ARTICLE VII
Board of Directors

The affairs of the Association shall be managed by an initial Board of three (3) Directors. The number of Directors may be changed by Director Resolution at any time, provided, however, the Board shall not have more than three directors. Directors must be members of the Association.

The initial Directors of the Association and their addresses are as follows:

Robert C. Hastings:	P.O. Box 732, Sun Valley, Idaho, 83353
Mary B. Hastings:	P.O. Box 732, Sun Valley, Idaho, 83353
Nan Emerick	P.O. Box 732, Sun Valley, Idaho, 83353

ARTICLE VIII
Dissolution

The Association may be dissolved as provided by law.

ARTICLE IX
Duration

The Association shall exist perpetually.

ARTICLE X
Amendments


Amendments of these Articles shall require the assent of all of the Association members.

ARTICLE XI
Liability

The personal liability of a director to the Association or its members for monetary damages for breach of fiduciary duty as a director is eliminated except as follows:

1. For any breach of the director's duty of loyalty to the Association or its members.
2. From acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of law.
3. Provided for under Section 30-1-48, Idaho Code, as may be amended or renumbered from time to time.
4. For any transaction from which the director derived an improper personal benefit.

IN WITNESS WHEREOF, for the purpose of forming this corporation under the laws of the State of Idaho, the undersigned, constituting the incorporator of this Association, has executed these Articles of Incorporation this 10 day of September, 2004.



NAN EMERICK, Incorporator

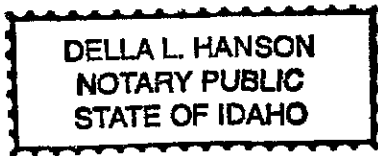
ACKNOWLEDGMENT

STATE OF Idaho)
) ss.
County of Blaine)

On this 20 day of September, 2004, before me, a Notary Public, personally appeared NAN EMERICK known to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that s/he executed the same.

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

(Seal)



Della L. Hanson
Notary Public for Idaho
Residence: Nailly
Commission expires: 8/26/2004

EXHIBIT C

BYLAWS

OF

LEWIS BANK CONDOMINIUMS, INC.

Idaho Nonprofit Corporation Act

ARTICLE I - OFFICES

The initial principal office of the Lewis Condominiums, Inc. (the "Association") in the State of Idaho shall initially be located at 340 2nd Street, Ketchum, Idaho, 83340. The Association may have such other offices, either within or without the state of incorporation as the board of directors may designate or as the business of the Association may from time to time require.

The registered office of the Association required by the Idaho Nonprofit Corporation Act to be maintained in the State of Idaho may be, but need not be, identical with the principal office in the State of Idaho, and the address of the registered office may be changed from time to time by the board of directors.

ARTICLE II - MEMBERS

1. ANNUAL MEETING.

The annual meeting of the members shall be held on the 1st day of November in each year, beginning with the year 2004 at the hour of 4:00 p.m., for the purpose of electing directors and for the transaction of such other business as may come before the meeting. If the date fixed for the annual meeting shall be a legal holiday such meeting shall be held on the next succeeding business day.

2. SPECIAL MEETINGS.

Special meetings of the members, for any purpose or purposes, unless otherwise prescribed by statute, may be called by the president or by the directors, and shall be called by the president at the request of the members of not less than twenty five percent (25%) of the ownership interest in the Common Area entitled to vote at the meeting.

3. PLACE OF MEETING.

The directors may designate any place, either within or without the state unless otherwise prescribed by statute, as the place of meeting for any annual meeting or for any special meeting called by the directors. A waiver of notice signed by all members entitled to vote at a meeting may designate any place either within or without the state unless otherwise prescribed by statute, as the

place for holding such meeting. If no designation is made, or if a special meeting be otherwise called, the place of meeting shall be the principal office of the Association.

4. NOTICE OF MEETING.

Written or printed notice stating the place, day and hour of the meeting and, in case of a special meeting, the purpose or purposes for which the meeting is called, shall be delivered not less than fourteen (14) nor more than twenty-eight (28) days before the date of the meeting, either personally or by mail, by or at the direction of the president, or the secretary, or the officer or persons calling the meeting, to each member stockholder of record entitled to vote at such meeting. If mailed, such notice shall be deemed to be delivered when deposited in the United States mail, addressed to the stockholder at his or her address as it appears on the membership books of the Association, with postage thereon prepaid.

5. QUORUM.

At any meeting of members, members holding one-half (1/2) or more of the ownership interest in the Common Area entitled to vote, represented in person or by proxy, shall constitute a quorum at a meeting of members. If less than said ownership interest are represented at a meeting, a majority of the ownership interest so represented may adjourn the meeting from time to time without further notice. At such adjourned meeting at which a quorum shall be present or represented, any business may be transacted which might have been transacted at the meeting as originally notified. The members present at a duly organized meeting may continue to transact business until adjournment, notwithstanding the withdrawal of enough members to leave less than a quorum.

6. PROXIES.

At all meetings of members, a member may vote by proxy executed in writing by the member or by his duly authorized attorney in fact. Such proxy shall be filed with the secretary of the Association before or at the time of the meeting. No proxy shall be valid after eleven (11) months from the date of its execution. Each proxy shall be revocable at the pleasure of the member who executed it.

7. VOTING.

Class A. Class A members shall be all owners, with the exception of Declarant, and shall be entitled to one (1) vote for each percentage point or part thereof of common area owned as set forth on Exhibit A to the Condominium Declaration for Lewis Bank Condominiums. When more than one (1) person holds an interest in any Condominium, all such persons shall be members. The vote for such Condominium shall be exercised as they among themselves determine, but shall be cast in the aggregate common area percentage for the unit as set forth on Exhibit A to the Condominium Declaration for Lewis Bank Condominiums.

Class B. Class B member(s) shall be Declarant and shall be entitled to three (3) votes for each percentage point or part thereof of common area owned as set forth on Exhibit A to the Condominium Declaration for Lewis Bank Condominiums. The Class B membership shall cease and be converted to Class A membership on the happening of the earliest of the following to occur:

(a) when the total votes outstanding in the class A membership equal the total votes outstanding in the Class B membership, or

(b) on January 1, 2010.

8. ORDER OF BUSINESS.

The order of business at all meetings of the members shall be as follows:

1. Roll call.
2. Proof of notice of meeting or waiver of notice.
3. Reading of minutes of preceding meeting.
4. Reports of officers.
5. Reports of committees.
6. Election of directors.
7. Unfinished business.
8. New business.

9. VOTING OF SHARES BY CERTAIN HOLDERS.

Shares standing in the name of another association may be voted by such officer, agent or proxy as the bylaws of such association may prescribe, or, in the absence of such provision, as the board of directors of such association may determine.

Shares held by an administrator, executor, guardian or conservator may be voted by him or her, either in person or by proxy, without a transfer of such shares into his or her name. Shares standing in the name of a trustee may be voted by him or her, either in person or by proxy, but no trustee shall be entitled to vote shares held by him or her without a transfer of such shares into his or her name.

Shares standing in the name of a receiver may be voted by such receiver, and shares held by or under the control of a receiver may be voted by such receiver without the transfer thereof into his or her name if authority to do so be contained in an appropriate order of the court by which such receiver was appointed.

A member whose shares are pledged shall be entitled to vote such shares until the shares have been transferred into the name of the pledgee, and thereafter the pledgee shall be entitled to vote the shares so transferred.

10. INFORMAL ACTION BY MEMBERS.

Unless otherwise provided by law, any action required to be taken at a meeting of the members, or any other action which may be taken at a meeting of the members, may be taken without a meeting if a consent in writing, setting forth the action so taken, shall be signed by all of the members entitled to vote with respect to the subject matter thereof.

11. CUMULATIVE VOTING.

At each election for directors every member entitled to vote at such election shall have the right to vote, in person or by proxy, the number of shares owned by him for as many persons as there are directors to be elected, and for whose election he has a right to vote, or to cumulate his or her votes by giving one candidate as many votes as the number of such directors multiplied by the number of his or her shares shall equal, or by distributing such votes on the same principal among any number of such candidates.

ARTICLE III - BOARD OF DIRECTORS

1. GENERAL POWERS.

The business and affairs of the Association shall be managed by its board of directors. The directors shall in all cases act as a board, and they may adopt such rules and regulations for the conduct of their meetings and the management of the Association, as they may deem proper, not inconsistent with these bylaws and the laws of this state.

2. NUMBER, TENURE AND QUALIFICATIONS.

The number of directors of the Association shall be three (3). Each director shall hold office until the next annual meeting of members and until his or her successor shall have been elected and qualified.

3. REGULAR MEETINGS.

A regular meeting of the directors shall be held without other notice than this bylaw immediately after and at the same place as the annual meeting of members. The directors may provide, by resolution, the time and place for the holding of additional regular meetings without other notice than such resolution.

4. SPECIAL MEETINGS.

Special meetings of the directors may be called by or at the request of the president or any two directors. The person or persons authorized to call special meetings of the directors may fix the place for holding any special meeting of the directors called by them.

5. NOTICE.

Notice of any special meeting shall be given at least seven (7) days previously thereto by written notice delivered personally or by telegram or mailed to each director at his or her business address. If mailed, such notice shall be deemed to be delivered when deposited in the United States mail so addressed, with postage thereon prepaid. If notice be given by telegram, such notice shall be deemed to be delivered when the telegram is delivered to the telegraph company. The attendance of a director at a meeting shall constitute a waiver of notice of such meeting, except where a director attends a meeting for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened.

6. QUORUM.

At any meeting of the directors a majority shall constitute a quorum for the transaction of business, but if less than said number is present at a meeting, a majority of the directors present may adjourn the meeting from time to time without further notice.

7. MANNER OF ACTING.

The act of the majority of the directors present at a meeting at which a quorum is present shall be the act of the directors.

8. NEWLY CREATED DIRECTORSHIPS AND VACANCIES.

Newly created directorships resulting from an increase in the number of directors and vacancies occurring in the board for any reason except the removal of directors without cause may be filled by a vote of a majority of the directors then in office, although less than a quorum exists. Vacancies occurring by reason of the removal of directors without cause shall be filled by vote of the members. A director elected to fill a vacancy caused by resignation, death or removal shall be elected to hold office for the unexpired term of his predecessor.

9. REMOVAL OF DIRECTORS.

Any or all of the directors may be removed for cause by vote of the members or by action of the board. Directors may be removed without cause only by vote of the members.

10. RESIGNATION.

A director may resign at any time by giving written notice to the board, the president or the secretary of the Association. Unless otherwise specified in the notice, the resignation shall take effect upon receipt thereof by the board or such officer, and the acceptance of the resignation shall not be necessary to make it effective.

11. COMPENSATION.

By resolution of the board of directors, each director may be paid his expenses, if any, of attendance at each meeting of the board of directors, and may be paid a stated salary as director of a fixed sum for attendance at each meeting of the board of directors, or both. No such payment shall preclude any director from serving the Association in any other capacity and receiving compensation therefor.

12. PRESUMPTION OF ASSENT.

A director of the Association who is present at a meeting of the directors at which action on any corporate matter is taken shall be presumed to have assented to the action taken unless his dissent shall be entered in the minutes of the meeting or unless he shall file his written dissent to such action with the person acting as the secretary of the meeting before the adjournment thereof or shall forward such dissent by registered mail to the secretary of the association immediately after the adjournment of the meeting. Such right to dissent shall not apply to a director who voted in favor of such action.

13. EXECUTIVE AND OTHER COMMITTEES.

The board, by resolution, may designate from among its members an executive committee and other committees, each consisting of one (1) or more directors. Each such committee shall serve at the pleasure of the board.

ARTICLE IV - OFFICERS

1. NUMBER.

The officers of the Association shall be a president, a vice-president, a secretary/treasurer, each of whom shall be elected by the directors. Such other officers and assistant officers as may be deemed necessary may be elected or appointed by the directors.

2. ELECTION AND TERM OF OFFICE.

The officers of the Association to be elected by the directors shall be elected annually at the first meeting of the directors held after each annual meeting of the members. Each officer shall hold office until his or her successor shall have been duly elected and shall have qualified or until his death or until he or she shall resign or shall have been removed in the manner hereinafter provided.

3. REMOVAL.

Any officer or agent elected or appointed by the directors may be removed by the directors whenever in their judgment the best interests of the Association would be served thereby, but such removal shall be without prejudice to the contract rights, if any, of the person so removed.

4. VACANCIES.

A vacancy in any office because of death, resignation, removal, disqualification or otherwise, may be filled by the directors for the unexpired portion of the term.

5. PRESIDENT.

The president shall be the principal executive officer of the Association and, subject to the control of the directors, shall in general supervise and control all of the business and affairs of the Association. He or she shall, when present, preside at all meetings of the stockholders and of the directors. He or she may sign, with the secretary or any other proper officer of the Association thereunto authorized by the directors, certificates for shares of the Association, any deeds, mortgages, bonds, contracts, or other instruments which the directors have authorized to be executed, except in cases where the signing and execution thereof shall be expressly delegated by the directors or by these bylaws to some other officer or agent of the Association, or shall be required by law to be otherwise signed or executed; and in general shall perform all duties incident to the office of president and such other duties as may be prescribed by the directors from time to time.

6. VICE-PRESIDENT.

In the absence of the president or in the event of his or her death, inability or refusal to act, the vice-president shall perform the duties of the president, and when so acting shall have all the powers of and be subject to all the restrictions upon the president. The vice-president shall perform such other duties as from time to time may be assigned to him or her by the president or by the directors.

7. SECRETARY.

The secretary shall keep the minutes of the members, and of the directors' meetings in one or more books provided for that purpose, see all notices are duly given in accordance with the provisions of these bylaws or as required, be custodian of the corporate records and of the seal of the Association and keep a register of the post office address of each member which shall be furnished to the secretary by such member, have general charge of the stock transfer books of the Association and in general perform all duties incident to the office of secretary and such other duties as from time to time may be assigned to him or her by the president or by the directors.

8. TREASURER.

If required by the directors, the treasurer shall give a bond for the faithful discharge of his or her duties in such sum and with such surety or sureties as the directors shall determine. He or she shall have charge and custody of and be responsible for all funds and securities of the association, receive and give receipts for moneys due and payable to the Association from any source whatsoever, and deposit all such moneys in the name of the Association in such banks, trust companies or other

depositories as shall be selected in accordance with these bylaws and in general perform all of the duties as from time to time may be assigned to him by the president or by the directors.

ARTICLE V - CONTRACTS, LOANS, CHECKS AND DEPOSITS

1. CONTRACTS.

The directors may authorize any officer or officers, agent or agents to enter into any contract or execute and deliver any instrument in the name of and on behalf of the Association, and such authority may be general or confined to specific instances.

2. LOANS.

No loans shall be contracted on behalf of the Association and no evidence of indebtedness shall be issued in its name unless authorized by a resolution of the directors. Such authority may be general or confined to specific instances.

3. CHECKS, DRAFTS, ETC.

All checks, drafts or other orders for the payment of money, notes or other evidences of indebtedness issued in the name of the Association shall be signed by such officer or officers, agent or agents of the Association and in such manner as shall from time to time be determined by resolution of the directors.

4. DEPOSITS.

All funds of the Association not otherwise employed shall be deposited from time to time to the credit of the Association in such banks, trust companies or other depositories as the directors may select.

ARTICLE VI - MEMBERSHIP CERTIFICATES AND THEIR TRANSFER

Membership certificates representing shares of the Association shall be in such form as shall be determined by the directors. Such certificates shall be signed by the president and by the secretary or by such other officers authorized by law and by the directors. All certificates for shares shall be consecutively numbered or otherwise identified. The name and address of the member, the number of shares and the date of issue shall be entered on membership transfer books of the Association. All certificates surrendered to the Association for transfer shall be canceled and no new certificate shall be issued until the former certificate for a like number of shares shall have been surrendered and canceled, except that in case of a lost, destroyed or mutilated certificate a new one may be issued therefor upon such terms and indemnity to the Association as the directors may prescribe.

ARTICLE VII - ACCOUNTING YEAR

The accounting year of the Association shall begin on the first day of January of each year.

ARTICLE VIII - WAIVER OF NOTICE

Unless otherwise provided by law, whenever any notice is required to be given to any member or director of the Association under the provisions of these bylaws or under the provisions of the articles of incorporation, a waiver thereof in writing, signed by the person or persons entitled to such notice, whether before or after the time stated therein, shall be deemed equivalent to the giving of such notice.


ARTICLE IX - AMENDMENTS

These bylaws may be altered, amended or repealed and new bylaws may be adopted by a vote of the members representing a majority of all the shares issued and outstanding, at any annual members' meeting or at any special members' meeting when the proposed amendment has been set out in the notice of such meeting.

ARTICLE X - INDEMNIFICATION OF
DIRECTORS, OFFICERS AND OTHER PERSONS

The Association shall indemnify, to the fullest extent permitted by law, any person who is made, or threatened to be made, a party to an action, suit or proceeding (whether civil, criminal, administrative or investigative), by reason of the fact that he is or was a director, officer or employee of the Association or serves any other enterprise at the request of the Association.

DATED this 10 day of September, 2004.


Secretary



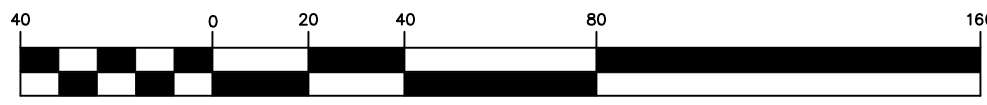
City of Ketchum

Attachment 2: Final Plat

A PLAT SHOWING
LEWIS BANK CONDOMINIUMS, UNIT A AMENDED
 WHEREIN UNIT A IS AMENDED TO SHOW BUILDING ADDITIONS & A ROOFTOP LIMITED COMMON EXPANSION
 LOCATED WITHIN
 SECTION 18, T.4 N., R.18 E., B.M., CITY OF KETCHUM, BLAINE COUNTY, IDAHO

APRIL 2024

GRAPHIC SCALE



(IN FEET)
 1 inch = 40 ft.

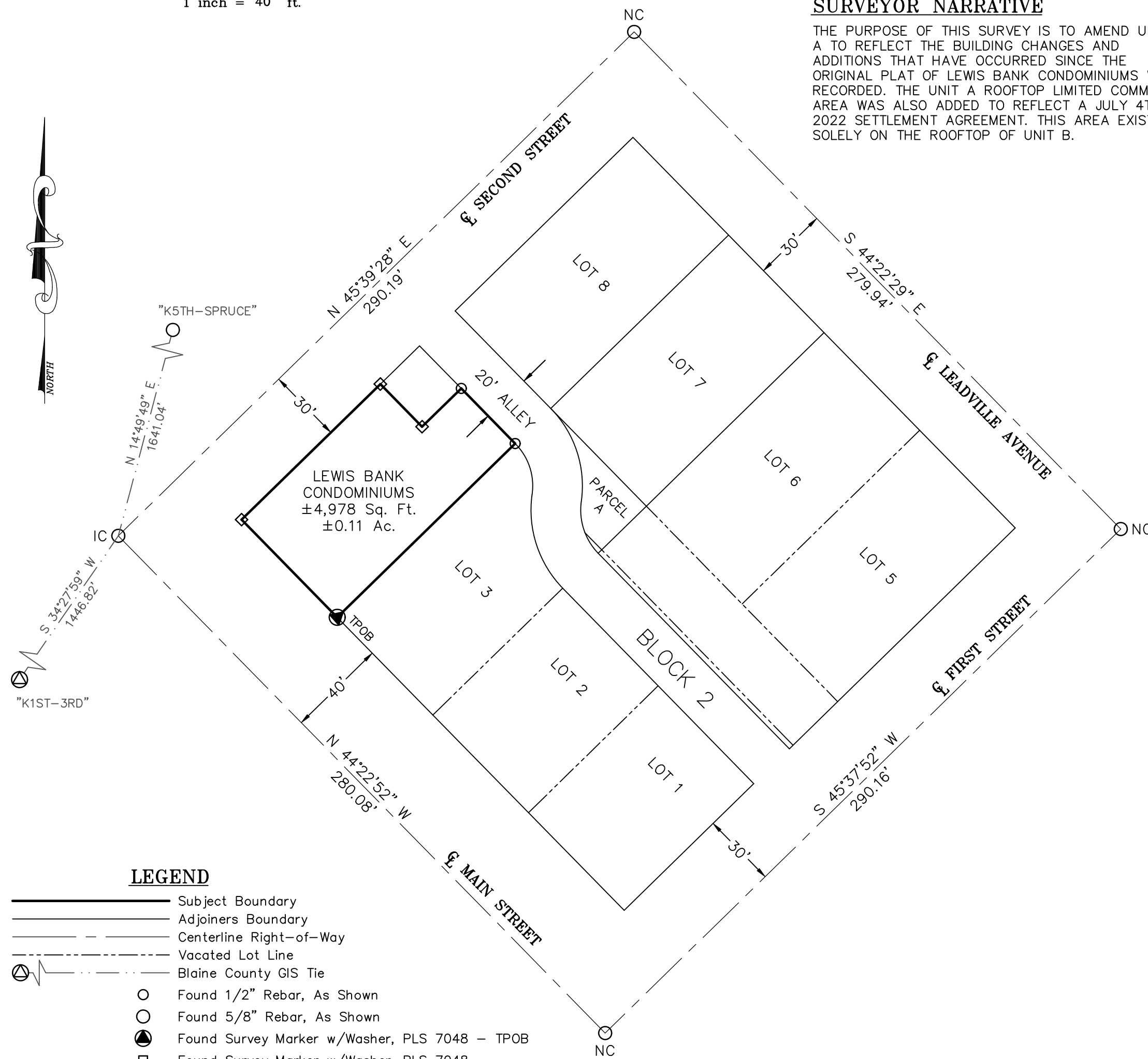
GRAPHIC SCALE



(IN FEET)
 1 inch = 10 ft.

SURVEYOR NARRATIVE

THE PURPOSE OF THIS SURVEY IS TO AMEND UNIT A TO REFLECT THE BUILDING CHANGES AND ADDITIONS THAT HAVE OCCURRED SINCE THE ORIGINAL PLAT OF LEWIS BANK CONDOMINIUMS WAS RECORDED. THE UNIT A ROOFTOP LIMITED COMMON AREA WAS ALSO ADDED TO REFLECT A JULY 4TH, 2022 SETTLEMENT AGREEMENT. THIS AREA EXISTS SOLELY ON THE ROOFTOP OF UNIT B.

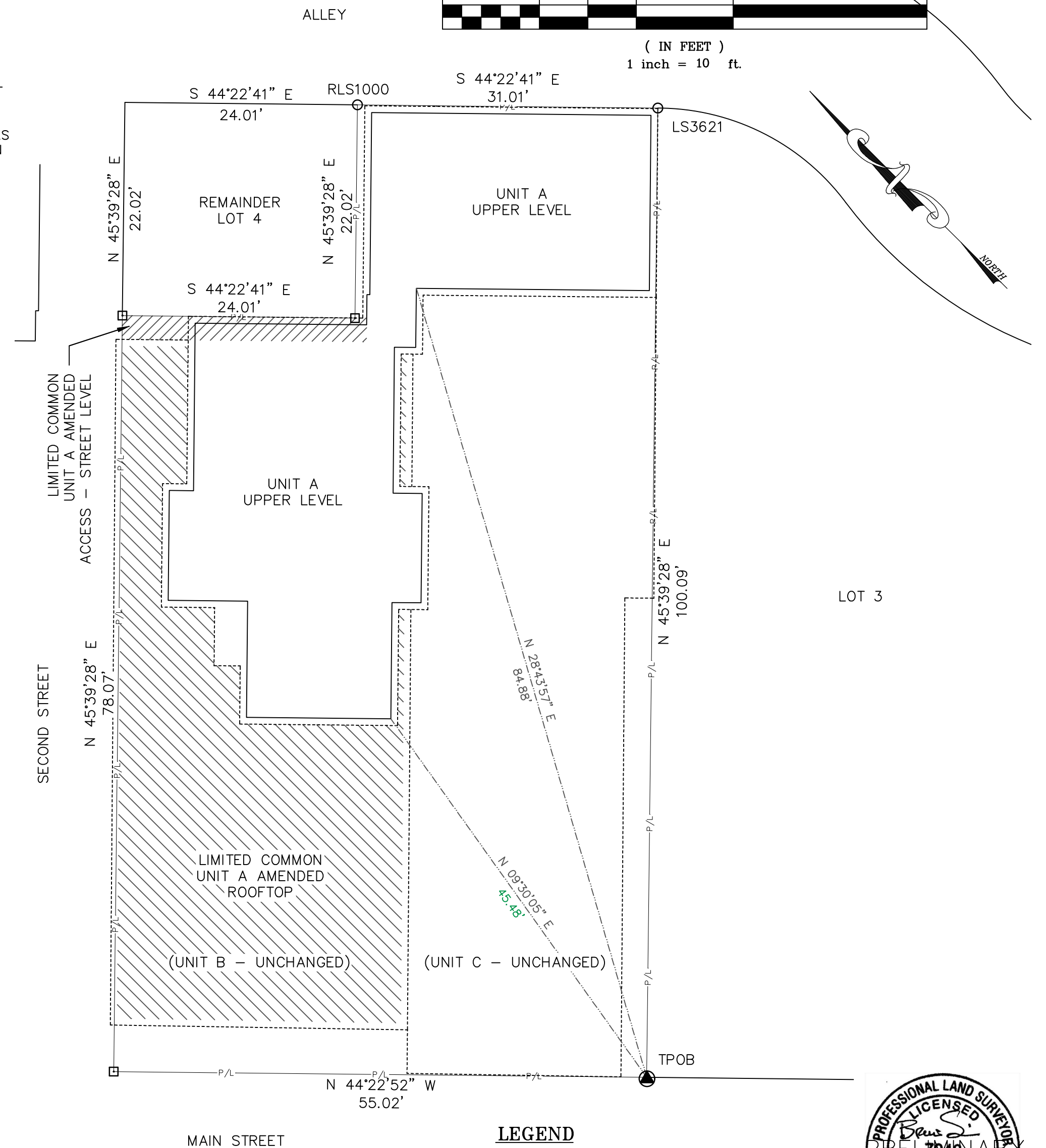


LEGEND

- Subject Boundary
- Adjoiners Boundary
- Centerline Right-of-Way
- Vacated Lot Line
- ⊙ Blaine County GIS Tie
- Found 1/2" Rebar, As Shown
- Found 5/8" Rebar, As Shown
- Found Survey Marker w/Washer, PLS 7048 - TPOB
- ⊠ Found Survey Marker w/Washer, PLS 7048
- NC No Cap
- IC Illegible Cap

HEALTH CERTIFICATE: Sanitary restrictions as required by Idaho Code Title 50, Ch. 13, have been satisfied. Sanitary restrictions may be reimposed in accordance with Idaho Code Title 50, Ch. 13, Sec. 50-1326, by issuance of a Certificate of Disapproval.

Date _____ South Central Public Health District, EHS



LEGEND

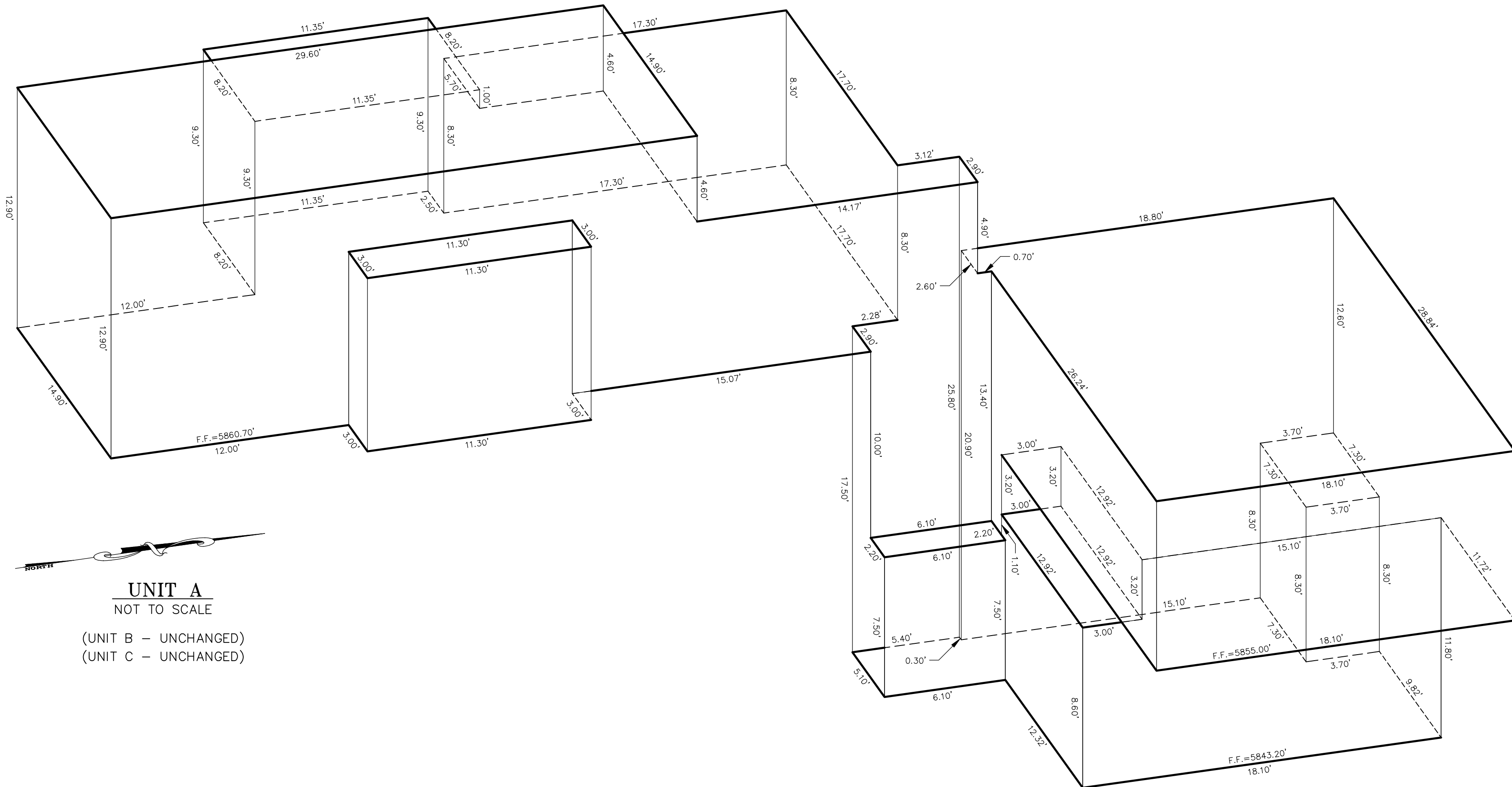
- P/L — Property Boundary
- Building Outline/Exterior Wall
- Unit Outline/Interior Wall
- Unit Tie
- //// Limited Common/Rooftop Deck (Unit A)
- CA Common Area
- LC Limited Common
- TPOB True Point of Beginning
- FF Finished Floor Elevation



LEWIS BANK CONDOMINIUMS
 UNIT A AMENDED
 ALPINE ENTERPRISES INC.
 KETCHUM, IDAHO
 SHEET 1 OF 4

A PLAT SHOWING
LEWIS BANK CONDOMINIUMS, UNIT A AMENDED
 WHEREIN UNIT A IS AMENDED TO SHOW BUILDING ADDITIONS & A ROOFTOP LIMITED COMMON EXPANSION
 LOCATED WITHIN
 SECTION 18, T.4 N., R.18 E., B.M., CITY OF KETCHUM, BLAINE COUNTY, IDAHO

APRIL 2024



NOTES

1. BASIS OF BEARINGS IS GRID NORTH PER IDAHO STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE, NAD83, (1992), AT GRID IN US SURVEY FEET WITH A PROJECT COMBINED SCALE FACTOR OF 0.9996785, SCALED FROM THE TRUE POINT OF BEGINNING (TPOB), WITH A GRID NORTH TO GEODETIC NORTH CONVERGENCE ANGLE OF N 00°15'03" E. GROUND DISTANCES WILL BE SLIGHTLY LONGER.
2. THE CONDOMINIUM DECLARATION OF COVENANTS, CONDITIONS, & RESTRICTIONS FOR LEWIS BANK CONDOMINIUMS ARE RECORDED AS INSTRUMENT NUMBER 516414, RECORDS OF BLAINE COUNTY IDAHO.
3. DOCUMENTS THAT MAY AFFECT THESE PROPERTIES INCLUDE:
 - THE OFFICIAL MAP OF THE VILLAGE OF KETCHUM, INSTRUMENT NO. 302967;
 - EASEMENTS, RESERVATIONS, RESTRICTIONS, AND DEDICATIONS AS SHOWN ON THE OFFICIAL PLAT OF LEWIS BANK CONDOMINIUMS, INSTRUMENT NO. 497110;
 - TERMS AND CONDITIONS CONTAINED IN A/AN AGREEMENT BY AND BETWEEN ROBERT AND MARY HASTINGS, HUSBAND AND WIFE AND CITY OF KETCHUM, IDAHO, A MUNICIPAL CORPORATION. RECORDED: OCTOBER 31, 1990.
 - TERMS AND CONDITIONS CONTAINED IN A/AN RIGHT-OF-WAY AGREEMENT BY AND BETWEEN ROCKY MOUNTAIN HARDWARE AND THE CITY OF KETCHUM, IDAHO, A MUNICIPAL CORPORATION. RECORDED: MARCH 7, 2013, INSTRUMENT NO. 607121;
 RECORDS OF BLAINE COUNTY, IDAHO.
4. IN INTERPRETING THE DECLARATION, PLAT OR PLATS, AND DEEDS, THE EXISTING PHYSICAL BOUNDARIES OF THE UNIT AS ORIGINALLY CONSTRUCTED, OR RECONSTRUCTED IN LIEU THEREOF, SHALL BE CONCLUSIVELY PRESUMED TO BE ITS BOUNDARIES RATHER THAN THE METES AND BOUNDS EXPRESSED OR DEPICTED IN THE DECLARATION, PLAT OR PLATS, AND/OR DEEDS, REGARDLESS OF SETTLING OR LATERAL MOVEMENT OF THE BUILDING AND REGARDLESS OF MINOR VARIANCES BETWEEN BOUNDARIES SHOWN IN THE DECLARATION, PLAT OR PLATS, AND/OR DEEDS.
5. HORIZONTAL OR SLOPING PLANES SHOWN HEREON ARE TOP OF FINISHED SUB FLOOR AND BOTTOM OF FINISHED CEILING. VERTICAL PLANES ARE FINISHED SURFACES OF INTERIOR WALLS. SOME STRUCTURAL MEMBERS EXTEND INTO THE UNITS, LIMITED COMMON AREAS, AND PARKING SPACES.
6. DIMENSIONS SHOWN HEREON WILL BE SUBJECT TO SLIGHT VARIATIONS, OWING TO NORMAL CONSTRUCTION TOLERANCES.
7. CONSULT THE CONDOMINIUM DECLARATIONS FOR THE DEFINITIONS OF COMMON AREAS, LIMITED COMMON AREAS, AND FOR PARKING AND GARAGE ASSIGNMENTS.
8. ALL AREA OUTSIDE OF UNITS THAT IS NOT DESIGNATED AS LIMITED COMMON IS COMMON AREA.
9. BUILDING TIES ARE TO THE INTERIOR CORNERS OF UNIT WALLS.
10. UTILITY EASEMENTS NECESSARY TO ALLOW FOR ACCESS AND MAINTENANCE OF UTILITIES SERVING UNITS OTHER THAN THE UNIT THEY ARE LOCATED IN ARE HEREBY GRANTED BY THIS PLAT.
11. FOUNDATIONS, COLUMNS, GIRDERS, BEAMS, SUPPORTS, PERIMETER AND SUPPORTING WALLS, CHIMNEYS, CHIMNEY CHASES, ROOFS, BALCONIES, WINDOWS, ENTRANCES AND EXITS, AND THE MECHANICAL INSTALLATIONS CONSISTING OF THE EQUIPMENT AND MATERIALS MAKING UP ANY CENTRAL SERVICES SUCH AS POWER, LIGHT, GAS, HOT AND COLD WATER, SEWER, CABLE TELEVISION, HEATING, AND CENTRAL AIR CONDITIONING WHICH EXISTS FOR USE BY ONE OR MORE OF THE UNITS, INCLUDING PIPES, VENTS, DUCTS, FLUES, CABLE CONDUITS, WIRES, TELEPHONE WIRE, AND OTHER SIMILAR UTILITY INSTALLATIONS USED IN CONNECTION THEREWITH, WHETHER LOCATED EXCLUSIVELY WITHIN THE BOUNDARIES OF ANY UNIT OR UNITS OR NOT, ARE COMMON AREA.



UNIT A
 NOT TO SCALE

(UNIT B - UNCHANGED)
 (UNIT C - UNCHANGED)



CERTIFICATE OF OWNERSHIP

This is to certify that the MELINDA RENEE MURTAUGH 2014 TRUST, DATED APRIL 10, 2014, Melinda Renee Murtaugh as Trustee is the owner in Fee Simple of the Real Property described as follows:

A Condominium Unit located within Section 18, Township 4 North, Range 18 East, Boise Meridian, City of Ketchum, Blaine County, Idaho; more particularly described as follows:

Unit A, Lewis Bank Condominiums, Recorded as Instrument No. 497110 records of Blaine County, Idaho; to be Replatted as shown hereon.

It is our intention to include said property in this Condominium Plat. The owners also hereby certify that they consent to the recordation of documents pursuant to Chapter 15, Title 55 of the Idaho Code and that this plat complies with Idaho Code 50-1334. All units in this Condominium Project shall receive domestic water from an existing system and The City of Ketchum has agreed in writing to serve this Condominium Project.

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

Melinda Renee Murtaugh, Trustee of the MELINDA RENEE MURTAUGH 2014 TRUST, DATED APRIL 10, 2014

CERTIFICATE OF OWNERSHIP

This is to certify that SV 180 MAIN STREET, LLC., a Delaware Limited Liability Company Organized and Existing under the Laws of the State of Delaware and Duly Qualified to do Business in the State of Idaho, is the owner in Fee Simple of the Real Property described as follows:

A Condominium Unit located within Section 18, Township 4 North, Range 18 East, Boise Meridian, City of Ketchum, Blaine County, Idaho; more particularly described as follows:

Unit B, Lewis Bank Condominiums, Recorded as Instrument No. 497110, records of Blaine County, Idaho; to be Replatted as shown hereon.

It is our intention to include said property in this Condominium Plat. The owners also hereby certify that they consent to the recordation of documents pursuant to Chapter 15, Title 55 of the Idaho Code and that this plat complies with Idaho Code 50-1334. All units in this Condominium Project shall receive domestic water from an existing system and The City of Ketchum has agreed in writing to serve this Condominium Project.

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

Frank Dulcich, Its: Manager of Dulcich Realty, L.L.C., an Oregon Limited Liability Company, the sole owner of SV 180 MAIN STREET, LLC.

CERTIFICATE OF OWNERSHIP

This is to certify that 1030 AIRPORT WAY, LLC., an Idaho Limited Liability Company Organized and Existing under the Laws of the State of Idaho and Duly Qualified to do Business in the State of Idaho, is the owner in Fee Simple of the Real Property described as follows:

A Condominium Unit located within Section 18, Township 4 North, Range 18 East, Boise Meridian, City of Ketchum, Blaine County, Idaho; more particularly described as follows:

Unit C, Lewis Bank Condominiums, Recorded as Instrument No.497110, records of Blaine County, Idaho; to be Replatted as shown hereon.

It is our intention to include said property in this Condominium Plat. The owners also hereby certify that they consent to the recordation of documents pursuant to Chapter 15, Title 55 of the Idaho Code and that this plat complies with Idaho Code 50-1334. All units in this Condominium Project shall receive domestic water from an existing system and The City of Ketchum has agreed in writing to serve this Condominium Project.

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

Christian Nickum Its: Registered Agent 1030 AIRPORT WAY, LLC. An Idaho Limited Liability Company

CERTIFICATE OF OWNERSHIP

This is to certify that the LEWIS BANK CONDOMINIUMS, INC., an Idaho Corporation, has the exclusive management and control of the common area described as follows:

A parcel of land located within Section 18, Township 4 North, Range 18 East, Boise Meridian, City of Ketchum, Blaine County, Idaho; more particularly described as follows:

The Common Area according to the plat of Lewis Bank Condominiums, Recorded as Instrument No. 497110, records of Blaine County, Idaho; to be Replatted as shown hereon.

It is their intention to create a project including said Real Property in this Condominium Plat. The Owners also hereby certify that they consent to the recordation of documents pursuant to Chapter 15, Title 55 of the Idaho Code and that this plat complies with Idaho Code 50-1334. All units in this Condominium Project shall receive domestic water from an existing system and The City of Ketchum has agreed in writing to serve this Condominium Project.

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

Christian Nickum, Its: Director LEWIS BANK CONDOMINIUMS, INC. An Idaho Corporation

ACKNOWLEDGMENT

STATE OF _____ }
COUNTY OF _____ } ss

On this ____ day of _____, 2024, before me, a Notary Public in and for said State, personally appeared Melinda Renee Murtaugh, Trustee under Trust dated April 10, 2014, known or identified to me, to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that they executed the same on behalf of said trust.

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

Notary Public in and for said State

Residing At

My Commission Expires

ACKNOWLEDGMENT

STATE OF _____ }
COUNTY OF _____ } ss

On this ____ day of _____, 2024, before me, a Notary Public in and for said State, personally appeared Frank Dulcich, known or identified to me to be the Manager of the Limited Liability Company that executed the foregoing instrument, and acknowledged to me that such Limited Liability Company executed the same.

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

Notary Public in and for said State

Residing At

My Commission Expires

ACKNOWLEDGMENT

STATE OF _____ }
COUNTY OF _____ } ss

On this ____ day of _____, 2024, before me, a Notary Public in and for said State, personally appeared Christian Nickum, known or identified to me to be a Registered Agent of the Limited Liability Company that executed the foregoing instrument, and acknowledged to me that such Limited Liability Company executed the same.

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

Notary Public in and for said State

Residing At

My Commission Expires

ACKNOWLEDGMENT

STATE OF _____ }
COUNTY OF _____ } ss

On this ____ day of _____, 2024, before me, a Notary Public in and for said State, personally appeared Christian Nickum, known or identified to me, to be the Director of LEWIS BANK CONDOMINIUMS, INC. and the person who executed the instrument on behalf of said entity, and acknowledged to me that they and said entity executed the same.

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

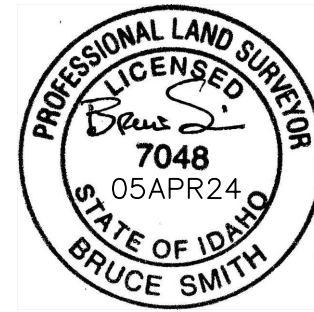
Notary Public in and for said State

Residing At

My Commission Expires

SURVEYOR'S CERTIFICATE

I, Bruce Smith, a duly licensed Professional Land Surveyor in the State of Idaho, do hereby certify that this Plat of Lewis Bank Condominiums, Unit A Amended is a true and accurate map of the land surveyed under my direct supervision and that it is in accordance with the Idaho State Code relating to plats and surveys.



COUNTY SURVEYOR'S APPROVAL

I, Sam Young, County Surveyor for Blaine County, Idaho, have checked the foregoing plat and computations for making the same and have determined that they comply with the laws of the State of Idaho relating thereto.

Sam Young, PLS 11577
County Surveyor

KETCHUM CITY COUNCIL CERTIFICATE

I, the undersigned, City Clerk, in and for the City of Ketchum, Blaine County, Idaho, do hereby certify that at a regular meeting of the City Council held on the ____ day of _____ 2024, this plat was duly accepted and approved.

Trent Donat, City Clerk,
City of Ketchum

CITY ENGINEER'S CERTIFICATE

I, the undersigned, City Engineer for the City of Ketchum, Blaine County, Idaho, do hereby approve this plat on this ____ day of _____, 2024, and certify that it is in accordance with the City of Ketchum Subdivision Ordinance.

Robyn Mattison, City Engineer,
City of Ketchum

CITY PLANNER'S CERTIFICATE

I, the undersigned, Planner in and for the City of Ketchum, Blaine County, Idaho, do hereby approved this plat on this ____ day of _____, 2024, and certify that it is in accordance with the City of Ketchum subdivision ordinance.

Paige Nied, City Planner,
City of Ketchum

COUNTY TREASURER'S APPROVAL

I, the Undersigned, County Treasurer in and for Blaine County, State of Idaho, per the Requirements of Idaho Code 50-1308, do hereby Certify that any and all Current and/or Delinquent County Property Taxes for the Property included in this Plat of Lewis Bank Condominiums, Unit A Amended have been paid in full on this ____ day of _____ 2024. This Certification is valid for the next thirty (30) days only.

Blaine County Treasurer

COUNTY RECORDER'S CERTIFICATE

STATE OF IDAHO
COUNTY OF BLAINE

This is to certify that the foregoing Plat was Filed in the Office of the Recorder of Blaine County, Idaho, and Duly Recorded at the Time, Date, and Instrument Number shown below.

Ex-officio Recorder



City of Ketchum

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



CITY OF KETCHUM

Planning & Building
office: 208.726.7801
planningandbuilding@ketchumidaho.org
P.O. Box 2315, 191 5th Street West, Ketchum, ID 83340
ketchumidaho.org

IN RE:)	
)	
Lewis Bank Condominiums Amended Unit A	)	KETCHUM CITY COUNCIL
Lot Line Shift (Readjustment of Lot Lines)	)	FINDINGS OF FACT, CONCLUSIONS OF LAW, AND
Date: May 6, 2024	)	DECISION
)	
File Number: P24-011)	

PROJECT: Lewis Bank Condominiums Amended Unit A

APPLICATION TYPE: Lot Line Shift (Readjustment of Lot Lines)

FILE NUMBER: P24-011

OWNER: Renee Melinda Murtaugh Trustee, Renee Melinda Murtaugh Trust 2014

REPRESENTATIVE: Bruce Smith, Alpine Enterprises Inc.

REQUEST: Amend Lewis Bank Condominium Unit A and add rooftop limited common area to Unit A.

LOCATION: 320 E 2nd Street (Lewis Bank Condominiums Unit A)

NOTICE: A public hearing notice was mailed to all property owners within 300 feet of the project site and political subdivisions on April 17, 2024. The public hearing notice was published in the Idaho Mountain Express on April 17, 2024. The public hearing notice was posted on the city’s website on April 21, 2024.

ZONING: Community Core – Subdistrict 1 – Retail Core (CC-1)

RECORD OF PROCEEDINGS

The City of Ketchum received the application for Readjustment of Lot Lines (Lot Line Shift) on February 21, 2024. The Lewis Bank Condominiums Amended Unit A was initially filed with the City as a subdivision final plat application. However, that was an error on staff’s part, as the correct application

for this project is a Lot Line Shift (Readjustment of Lot Lines) and staff processed this application as such. Therefore, staff refers to this application as a Lot Line Shift.

Consistent with KMC §16.04.060.B, the Readjustment of Lot Lines application was transmitted to city departments, including the City Engineer, Fire, Building, Utilities, and Streets departments, for review. The city department comments were provided to the applicant on April 8, 2024. The applicant submitted revised project plans on March 14, 2024, and April 5, 2024. As of the date of these findings, all comments have been addressed satisfactorily through revisions to the plat or conditions of approval.

The City Council conducted their review of the application during their regular meeting on May 6, 2024, and unanimously approved the Lot Line Shift application.

BACKGROUND

The Lot Line Shift application (File No. P24-011) proposes to amend condominium Unit A to reflect the modifications that have occurred to the unit since the original plat was recorded in December 2003. The modifications include a remodel of the unit with a 34 square foot addition. This project is located at 320 E 2nd Street and is within the City’s Community Core – Subdistrict 1 – Retail Core (CC-1) Zone District. The parcel was developed with two commercial condominium units and one residential condominium unit. In addition to changes in the building, the limited common area rooftop for Unit A has been added to the plat, located above Unit B, to reflect a July 2, 2022, agreement recorded as Instrument No. 695144.

FINDINGS OF FACT

The Council, having reviewed the entire project record, does hereby make and set forth these Findings of Fact, Conclusions of Law, and Decision as follows:

Table 1: Findings Regarding Contents of Final Plat

Findings Regarding Contents of Final Plat and Subdivision Design & Development Requirements				
Compliant			Standards and Council Findings	
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.K	<p>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:</p>
			Council Findings	<p><i>The final plat mylar paper shall be prepared following Ketchum City Council review and approval of the lot line shift application and shall meet these standards.</i></p>

<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.K.1	Point of beginning of subdivision description tied to at least two (2) governmental survey corners, or in lieu of government survey corners, to monuments recognized by the city engineer.
			Council Findings	<i>Sheet 1 of the final plat shows that the point of beginning of the subdivision is tied to two survey corners. This standard has been met.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.K.2	Location and description of monuments.
				<i>Sheet 1 of the final plat provides the location and description of monuments. This standard has been met.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.K.3	Tract boundary lines, property lines, lot lines, street right of way lines and centerlines, other rights of way and easement lines, building envelopes as required on the preliminary plat, lot area of each lot, boundaries of floodplain and floodway and avalanche district, all with bearings, accurate dimensions in feet and decimals, in degrees and minutes and radii, arcs, central angles, tangents and chord lengths of all curves to the above accuracy.
			Council Findings	<i>The final plat indicates property lines and the centerline of Second Street, Leadville Avenue, and First Street. The plat also indicates the adjacent alleyway. The subject property does not contain floodplain or avalanche hazard area.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.K.4	Names and locations of all adjoining subdivisions.
			Council Findings	<i>The final plat indicates the adjacent lots within the original Village of Ketchum Townsite to the east and south.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.K.5	Name and right of way width of each street and other public rights of way.
			Council Findings	<i>The plat indicates the 20-foot-wide alley. However, the plat does not indicate the width of Second Street, Leadville Avenue, or Main Street. Condition of approval #3 is required to ensure the width of all existing streets adjacent to the subdivision are included on the plat prior to obtaining signatures on the final plat.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.K.6	Location, dimension and purpose of all easements, public or private.
			Council Findings	<i>The final plat indicates the existing public utility easement, recorded as Instrument No. 325093.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.030.K.7	The blocks numbered consecutively throughout each block.
			Council Findings	<i>This standard is not applicable as new blocks are being created. The project proposes to amend condominium Unit A and add rooftop limited common area to Unit A.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.030.K.8	The outline of any property, other than a street, alley or easement, which is offered for dedication to public use, fully dimensioned by distances and bearings with the area marked "Dedicated to the City of Ketchum for Public Use", together with any other descriptive language with regard to the precise nature of the use of the land so dedicated.
			Council Findings	<i>This standard is not applicable as there are no easements on the plat dedicated for public use.</i>

<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.K.9	The title, which shall include the name of the subdivision, the name of the city, if appropriate, county and state, and the location and description of the subdivision referenced to section, township, range.
			Council Findings	<i>As shown on Sheet 1 of the final plat, this standard has been met.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.K.10	Scale, north arrow and date.
				<i>As shown on Sheet 1 of the final plat, this standard has been met.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.K.11	Location, width, and names of all existing or dedicated streets and other public ways within or adjacent to the proposed subdivision
			Council Findings	<i>The plat indicates the 20-foot-wide alley. However, the plat does not indicate the width of Second Street, Leadville Avenue, or Main Street. Condition of approval #3 is required to ensure the width of all existing streets adjacent to the subdivision are included on the plat prior to obtaining signatures on the final plat.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	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	<i>As shown on Sheet 2 of the final plat, this standard has been met. The Condominium Declaration of Covenants, Conditions, and Restrictions for the Lewis Bank Condominiums are recorded as Instrument No. 516414 with the County.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.K.13	Certificate by registered engineer or surveyor preparing the map certifying to the accuracy of surveying plat.
			Council Findings	<i>Sheet 4 of the final plat provides the certificate from the licensed Professional Land Surveyor certifying the accuracy of the plat survey.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.K.14	A current title report of all property contained within the plat.
			Council Findings	<i>This standard has been met. A title report for the property was submitted by Stewart Title Guarantee Company dated November 27, 2024.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.K.15	Certification of owner(s) of record and all holders of security interest(s) of record with regard to such property.
			Council Findings	<i>Sheet 3 of the final plat provides the certification of owners of record with regard to the subject property.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.K.16	Certification and signature of engineer (surveyor) verifying that the subdivision and design standards meet all city requirements.
			Council Findings	<i>Sheet 4 of the final plat provides the certification of the surveyor verifying the subdivision and design standards meet all city requirements.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.K.17	Certification and signature of the city engineer verifying that the subdivision and design standards meet all city requirements.
			Council Findings	<i>Sheet 4 of the final plat provides the certification of the City Engineer verifying that the subdivision and design standards meet all city requirements.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.K.18	Certification and signature of the city clerk of the city of Ketchum verifying that the subdivision has been approved by the council.

			Council Findings	<i>The signature block page on sheet 4 of the plat provides the certification of the City Clerk verifying that the subdivision has been approved by the City Council.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.030.K.19	Notation of any additional restrictions imposed by the council on the development of such subdivision to provide for the public health, safety and welfare.
			Council Findings	<i>This standard is not applicable because no additional restrictions are necessary to provide for the public health, safety, and welfare.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	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	<i>This standard has been met.</i>

Table 2: Findings Regarding Compliance With Subdivision Development & Design Standards

Subdivision Development & Design Standards (Ketchum Municipal Code §16.04.040)				
Compliant				
Yes	No	N/A	City Code	City Standards
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.A	Required Improvements: The improvements set forth in this section shall be shown on the preliminary plat and installed prior to approval of the final plat. Construction design plans shall be submitted and approved by the city engineer. All such improvements shall be in accordance with the comprehensive plan and constructed in compliance with construction standard specifications adopted by the city. Existing natural features which enhance the attractiveness of the subdivision and community, such as mature trees, watercourses, rock outcroppings, established shrub masses and historic areas, shall be preserved through design of the subdivision.
			Findings	<i>This standard is not applicable as the project proposes to amend condominium Unit A and add rooftop limited common area to Unit A. No additional improvements are proposed or required for the lot line shift.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.B	Improvement Plans: Prior to approval of final plat by the commission, the subdivider shall file two (2) copies with the city engineer, and the city engineer shall approve construction plans for all improvements required in the proposed subdivision. Such plans shall be prepared by a civil engineer licensed in the state.
			Findings	<i>This standard is not applicable as the project proposes to amend condominium Unit A and add rooftop limited common area to Unit A. No additional improvements are proposed or required for the lot line shift.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.C	Prior to final plat approval, the subdivider shall have previously constructed all required improvements and secured a certificate of

				<p>completion from the city engineer. However, in cases where the required improvements cannot be constructed due to weather conditions or other factors beyond the control of the subdivider, the city council may accept, in lieu of any or all of the required improvements, a performance bond filed with the city clerk to ensure actual construction of the required improvements as submitted and approved. Such performance bond shall be issued in an amount not less than one hundred fifty percent (150%) of the estimated costs of improvements as determined by the city engineer. In the event the improvements are not constructed within the time allowed by the city council (which shall be one year or less, depending upon the individual circumstances), the council may order the improvements installed at the expense of the subdivider and the surety. In the event the cost of installing the required improvements exceeds the amount of the bond, the subdivider shall be liable to the city for additional costs. The amount that the cost of installing the required improvements exceeds the amount of the performance bond shall automatically become a lien upon any and all property within the subdivision owned by the owner and/or subdivider.</p>
			Findings	<i>This standard is not applicable as the project proposes to amend condominium Unit A and add rooftop limited common area to Unit A. No additional improvements are proposed or required for the lot line shift.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.D	<p>As Built Drawing: Prior to acceptance by the city council of any improvements installed by the subdivider, two (2) sets of as built plans and specifications, certified by the subdivider's engineer, shall be filed with the city engineer. Within ten (10) days after completion of improvements and submission of as built drawings, the city engineer shall certify the completion of the improvements and the acceptance of the improvements, and shall submit a copy of such certification to the administrator and the subdivider. If a performance bond has been filed, the administrator shall forward a copy of the certification to the city clerk. Thereafter, the city clerk shall release the performance bond upon application by the subdivider.</p>
			Findings	<i>This standard is not applicable as the project proposes to amend condominium Unit A and add rooftop limited common area to Unit A. No additional improvements are proposed or required for the lot line shift.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.040.E	<p>Monumentation: Following completion of construction of the required improvements and prior to certification of completion by the city engineer, certain land survey monuments shall be reset or verified by the subdivider's engineer or surveyor to still be in place. These monuments shall have the size, shape, and type of material as shown on the subdivision plat. The monuments shall be located as follows:</p> <ol style="list-style-type: none"> 1. All angle points in the exterior boundary of the plat. 2. All street intersections, points within and adjacent to the final plat.

				<p>3. All street corner lines ending at boundary line of final plat.</p> <p>4. All angle points and points of curves on all streets.</p> <p>5. The point of beginning of the subdivision plat description.</p>
			Findings	<i>The applicant shall meet the required monumentation standards prior to recordation of the final plat.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.040.F	<p>Lot Requirements:</p> <p>1. Lot size, width, depth, shape and orientation and minimum building setback lines shall be in compliance with the zoning district in which the property is located and compatible with the location of the subdivision and the type of development, and preserve solar access to adjacent properties and buildings.</p> <p>2. Whenever a proposed subdivision contains lot(s), in whole or in part, within the floodplain, or which contains land with a slope in excess of twenty five percent (25%), based upon natural contours, or creates corner lots at the intersection of two (2) or more streets, building envelopes shall be shown for the lot(s) so affected on the preliminary and final plats. The building envelopes shall be located in a manner designed to promote harmonious development of structures, minimize congestion of structures, and provide open space and solar access for each lot and structure. Also, building envelopes shall be located to promote access to the lots and maintenance of public utilities, to minimize cut and fill for roads and building foundations, and minimize adverse impact upon environment, watercourses and topographical features. Structures may only be built on buildable lots. Lots shall only be created that meet the definition of "lot, buildable" in section 16.04.020 of this chapter. Building envelopes shall be established outside of hillsides of twenty five percent (25%) and greater and outside of the floodway. A waiver to this standard may only be considered for the following:</p> <p>a. For lot line shifts of parcels that are entirely within slopes of twenty five percent (25%) or greater to create a reasonable building envelope, and mountain overlay design review standards and all other city requirements are met.</p> <p>b. For small, isolated pockets of twenty five percent (25%) or greater that are found to be in compliance with the purposes and standards of the mountain overlay district and this section.</p> <p>3. Corner lots shall have a property line curve or corner of a minimum radius of twenty five feet (25') unless a longer radius is required to serve an existing or future use.</p> <p>4. Side lot lines shall be within twenty degrees (20°) to a right angle or radial line to the street line.</p> <p>5. Double frontage lots shall not be created. A planting strip shall be provided along the boundary line of lots adjacent to arterial streets or incompatible zoning districts.</p>

				<p>6. Every lot in a subdivision shall have a minimum of twenty feet (20') of frontage on a dedicated public street or legal access via an easement of twenty feet (20') or greater in width. Easement shall be recorded in the office of the Blaine County recorder prior to or in conjunction with recordation of the final plat.</p>
			Findings	<p><i>Standard #1 has been met. Amended condominium Unit A complies with the dimensional standards for lots within the Community Core – Subdistrict 1 – Retail Core (CC-1) Zone District. Standards #2-6 are not applicable.</i></p>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.G	<p>G. Block Requirements: The length, width and shape of blocks within a proposed subdivision shall conform to the following requirements:</p> <ol style="list-style-type: none"> 1. No block shall be longer than one thousand two hundred feet (1,200'), nor less than four hundred feet (400') between the street intersections, and shall have sufficient depth to provide for two (2) tiers of lots. 2. Blocks shall be laid out in such a manner as to comply with the lot requirements. 3. The layout of blocks shall take into consideration the natural topography of the land to promote access within the subdivision and minimize cuts and fills for roads and minimize adverse impact on environment, watercourses and topographical features. 4. Corner lots shall contain a building envelope outside of a seventy five foot (75') radius from the intersection of the streets.
			Findings	<p><i>This standard is not applicable as this lot line shift does not create a new block.</i></p>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.H	<p>Street Improvement Requirements:</p> <ol style="list-style-type: none"> 1. The arrangement, character, extent, width, grade and location of all streets put in the proposed subdivision shall conform to the comprehensive plan and shall be considered in their relation to existing and planned streets, topography, public convenience and safety, and the proposed uses of the land; 2. All streets shall be constructed to meet or exceed the criteria and standards set forth in chapter 12.04 of this code, and all other applicable ordinances, resolutions or regulations of the city or any other governmental entity having jurisdiction, now existing or adopted, amended or codified; 3. Where a subdivision abuts or contains an existing or proposed arterial street, railroad or limited access highway right of way, the council may require a frontage street, planting strip, or similar design features; 4. Streets may be required to provide access to adjoining lands and provide proper traffic circulation through existing or future neighborhoods;

			<p>5. Street grades shall not be less than three-tenths percent (0.3%) and not more than seven percent (7%) so as to provide safe movement of traffic and emergency vehicles in all weather and to provide for adequate drainage and snow plowing;</p> <p>6. In general, partial dedications shall not be permitted, however, the council may accept a partial street dedication when such a street forms a boundary of the proposed subdivision and is deemed necessary for the orderly development of the neighborhood, and provided the council finds it practical to require the dedication of the remainder of the right of way when the adjoining property is subdivided. When a partial street exists adjoining the proposed subdivision, the remainder of the right of way shall be dedicated;</p> <p>7. Dead end streets may be permitted only when such street terminates at the boundary of a subdivision and is necessary for the development of the subdivision or the future development of the adjacent property. When such a dead end street serves more than two (2) lots, a temporary turnaround easement shall be provided, which easement shall revert to the adjacent lots when the street is extended;</p> <p>8. A cul-de-sac, court or similar type street shall be permitted only when necessary to the development of the subdivision, and provided, that no such street shall have a maximum length greater than four hundred feet (400') from entrance to center of turnaround, and all cul-de-sacs shall have a minimum turnaround radius of sixty feet (60') at the property line and not less than forty five feet (45') at the curb line;</p> <p>9. Streets shall be planned to intersect as nearly as possible at right angles, but in no event at less than seventy degrees (70°);</p> <p>10. Where any street deflects an angle of ten degrees (10°) or more, a connecting curve shall be required having a minimum centerline radius of three hundred feet (300') for arterial and collector streets, and one hundred twenty five feet (125') for minor streets;</p> <p>11. Streets with centerline offsets of less than one hundred twenty five feet (125') shall be prohibited;</p> <p>12. A tangent of at least one hundred feet (100') long shall be introduced between reverse curves on arterial and collector streets;</p> <p>13. Proposed streets which are a continuation of an existing street shall be given the same names as the existing street. All new street names shall not duplicate or be confused with the names of existing streets within Blaine County, Idaho. The subdivider shall obtain approval of all street names within the proposed subdivision from the commission before submitting same to council for preliminary plat approval;</p> <p>14. Street alignment design shall follow natural terrain contours to result in safe streets, usable lots, and minimum cuts and fills;</p> <p>15. Street patterns of residential areas shall be designed to create areas free of through traffic, but readily accessible to adjacent collector and arterial streets;</p>
--	--	--	---

			<p>16. Reserve planting strips controlling access to public streets shall be permitted under conditions specified and shown on the final plat, and all landscaping and irrigation systems shall be installed as required improvements by the subdivider;</p> <p>17. In general, the centerline of a street shall coincide with the centerline of the street right of way, and all crosswalk markings shall be installed by the subdivider as a required improvement;</p> <p>18. Street lighting may be required by the commission or council where appropriate and shall be installed by the subdivider as a requirement improvement;</p> <p>19. Private streets may be allowed upon recommendation by the commission and approval by the council. Private streets shall be constructed to meet the design standards specified in subsection H2 of this section;</p> <p>20. Street signs shall be installed by the subdivider as a required improvement of a type and design approved by the administrator and shall be consistent with the type and design of existing street signs elsewhere in the city;</p> <p>21. Whenever a proposed subdivision requires construction of a new bridge, or will create substantial additional traffic which will require construction of a new bridge or improvement of an existing bridge, such construction or improvement shall be a required improvement by the subdivider. Such construction or improvement shall be in accordance with adopted standard specifications;</p> <p>22. Sidewalks, curbs and gutters may be a required improvement installed by the subdivider; and</p> <p>23. Gates are prohibited on private roads and parking access/entranceways, private driveways accessing more than one single-family dwelling unit and one accessory dwelling unit, and public rights of way unless approved by the city council.</p>
			<p>Findings <i>This standard is not applicable as the adjustment proposed with this lot line shift does not create a new street, private road, or bridge.</i></p>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<p>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.</p>
			<p>Findings <i>This standard is not applicable as the project proposes to amend condominium Unit A and add rooftop limited common area to Unit A. No additional improvements are proposed or required for the lot line shift. Alleys are not required in residential neighborhoods.</i></p>

<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.040.J	<p>Required Easements: Easements, as set forth in this subsection, shall be required for location of utilities and other public services, to provide adequate pedestrian circulation and access to public waterways and lands.</p> <p>1. A public utility easement at least ten feet (10') in width shall be required within the street right of way boundaries of all private streets. A public utility easement at least five feet (5') in width shall be required within property boundaries adjacent to Warm Springs Road and within any other property boundary as determined by the city engineer to be necessary for the provision of adequate public utilities.</p> <p>2. Where a subdivision contains or borders on a watercourse, drainageway, channel or stream, an easement shall be required of sufficient width to contain such watercourse and provide access for private maintenance and/or reconstruction of such watercourse.</p> <p>3. All subdivisions which border the Big Wood River, Trail Creek and Warm Springs Creek shall dedicate a ten foot (10') fish and nature study easement along the riverbank. Furthermore, the council shall require, in appropriate areas, an easement providing access through the subdivision to the bank as a sportsman's access. These easement requirements are minimum standards, and in appropriate cases where a subdivision abuts a portion of the river adjacent to an existing pedestrian easement, the council may require an extension of that easement along the portion of the riverbank which runs through the proposed subdivision.</p> <p>4. All subdivisions which border on the Big Wood River, Trail Creek and Warm Springs Creek shall dedicate a twenty five foot (25') scenic easement upon which no permanent structure shall be built in order to protect the natural vegetation and wildlife along the riverbank and to protect structures from damage or loss due to riverbank erosion.</p> <p>5. No ditch, pipe or structure for irrigation water or irrigation wastewater shall be constructed, rerouted or changed in the course of planning for or constructing required improvements within a proposed subdivision unless same has first been approved in writing by the ditch company or property owner holding the water rights. A written copy of such approval shall be filed as part of required improvement construction plans.</p> <p>6. Nonvehicular transportation system easements including pedestrian walkways, bike paths, equestrian paths, and similar easements shall be dedicated by the subdivider to provide an adequate nonvehicular transportation system throughout the city.</p>
			Findings	<i>The Lot Line Shift proposes to amend condominium Unit A and add rooftop limited common area to Unit A. The final plat indicates the existing public utility easement, recorded as Instrument No. 325093.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.K	Sanitary Sewage Disposal Improvements: Central sanitary sewer systems shall be installed in all subdivisions and connected to the

				<p>Ketchum sewage treatment system as a required improvement by the subdivider. Construction plans and specifications for central sanitary sewer extension shall be prepared by the subdivider and approved by the city engineer, council and Idaho health department prior to final plat approval. In the event that the sanitary sewage system of a subdivision cannot connect to the existing public sewage system, alternative provisions for sewage disposal in accordance with the requirements of the Idaho department of health and the council may be constructed on a temporary basis until such time as connection to the public sewage system is possible. In considering such alternative provisions, the council may require an increase in the minimum lot size and may impose any other reasonable requirements which it deems necessary to protect public health, safety and welfare.</p>
			Findings	<i>This standard is not applicable as no new subdivision is being created. Sewer system improvements are not required for this lot line shift.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.L	<p>Water System Improvements: A central domestic water distribution system shall be installed in all subdivisions by the subdivider as a required improvement. The subdivider shall also be required to locate and install an adequate number of fire hydrants within the proposed subdivision according to specifications and requirements of the city under the supervision of the Ketchum fire department and other regulatory agencies having jurisdiction. Furthermore, the central water system shall have sufficient flow for domestic use and adequate fire flow. All such water systems installed shall be looped extensions, and no dead end systems shall be permitted. All water systems shall be connected to the municipal water system and shall meet the standards of the following agencies: Idaho department of public health, Idaho survey and rating bureau, district sanitarian, Idaho state public utilities commission, Idaho department of reclamation, and all requirements of the city.</p>
			Findings	<i>This standard is not applicable as no new subdivision is being created. Water system improvements are required for this lot line shift.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.M	<p>Planting Strip Improvements: Planting strips shall be required improvements. When a predominantly residential subdivision is proposed for land adjoining incompatible uses or features such as highways, railroads, commercial or light industrial districts or off street parking areas, the subdivider shall provide planting strips to screen the view of such incompatible features. The subdivider shall submit a landscaping plan for such planting strip with the preliminary plat application, and the landscaping shall be a required improvement.</p>
			Findings	<i>This standard is not applicable as no new subdivision is being created. Planting strip improvements are not required for this lot line shift.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.N	<p>Cuts, Fills, And Grading Improvements: Proposed subdivisions shall be carefully planned to be compatible with natural topography, soil conditions, geology and hydrology of the site, as well as to minimize</p>

			<p>cuts, fills, alterations of topography, streams, drainage channels, and disruption of soils and vegetation. The design criteria shall include the following:</p> <ol style="list-style-type: none"> 1. A preliminary soil report prepared by a qualified engineer may be required by the commission and/or council as part of the preliminary plat application. 2. Preliminary grading plan prepared by a civil engineer shall be submitted as part of all preliminary plat applications. Such plan shall contain the following information: <ol style="list-style-type: none"> a. Proposed contours at a maximum of five foot (5') contour intervals. b. Cut and fill banks in pad elevations. c. Drainage patterns. d. Areas where trees and/or natural vegetation will be preserved. e. Location of all street and utility improvements including driveways to building envelopes. f. Any other information which may reasonably be required by the administrator, commission or council to adequately review the affect of the proposed improvements. 3. Grading shall be designed to blend with natural landforms and to minimize the necessity of padding or terracing of building sites, excavation for foundations, and minimize the necessity of cuts and fills for streets and driveways. 4. Areas within a subdivision which are not well suited for development because of existing soil conditions, steepness of slope, geology or hydrology shall be allocated for open space for the benefit of future property owners within the subdivision. 5. Where existing soils and vegetation are disrupted by subdivision development, provision shall be made by the subdivider for revegetation of disturbed areas with perennial vegetation sufficient to stabilize the soil upon completion of the construction. Until such times as such revegetation has been installed and established, the subdivider shall maintain and protect all disturbed surfaces from erosion. 6. Where cuts, fills, or other excavations are necessary, the following development standards shall apply: <ol style="list-style-type: none"> a. Fill areas shall be prepared by removing all organic material detrimental to proper compaction for soil stability. b. Fills shall be compacted to at least ninety five percent (95%) of maximum density as determined by AASHO T99 (American Association of State Highway Officials) and ASTM D698 (American standard testing methods). c. Cut slopes shall be no steeper than two horizontal to one vertical (2:1). Subsurface drainage shall be provided as necessary for stability.
--	--	--	---

				<p>d. Fill slopes shall be no steeper than three horizontal to one vertical (3:1). Neither cut nor fill slopes shall be located on natural slopes of three to one (3:1) or steeper, or where fill slope toes out within twelve feet (12') horizontally of the top and existing or planned cut slope.</p> <p>e. Toes of cut and fill slopes shall be set back from property boundaries a distance of three feet (3'), plus one-fifth (1/5) of the height of the cut or the fill, but may not exceed a horizontal distance of ten feet (10'); tops and toes of cut and fill slopes shall be set back from structures at a distance of at least six feet (6'), plus one-fifth (1/5) of the height of the cut or the fill. Additional setback distances shall be provided as necessary to accommodate drainage features and drainage structures.</p>
			Findings	<i>This standard is not applicable as no new subdivision is being created. No grading improvements are proposed or required.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.O	<p>Drainage Improvements: The subdivider shall submit with the preliminary plat application such maps, profiles, and other data prepared by an engineer to indicate the proper drainage of the surface water to natural drainage courses or storm drains, existing or proposed. The location and width of the natural drainage courses shall be shown as an easement common to all owners within the subdivision and the city on the preliminary and final plat. All natural drainage courses shall be left undisturbed or be improved in a manner that will increase the operating efficiency of the channel without overloading its capacity. An adequate storm and surface drainage system shall be a required improvement in all subdivisions and shall be installed by the subdivider. Culverts shall be required where all water or drainage courses intersect with streets, driveways or improved public easements and shall extend across and under the entire improved width including shoulders.</p>
			Findings	<i>This standard is not applicable as no new subdivision is being created. No changes are proposed or required to the drainage of the existing lots.</i>
			16.04.040.P	<p>Utilities: In addition to the terms mentioned in this section, all utilities including, but not limited to, electricity, natural gas, telephone and cable services shall be installed underground as a required improvement by the subdivider. Adequate provision for expansion of such services within the subdivision or to adjacent lands including installation of conduit pipe across and underneath streets shall be installed by the subdivider prior to construction of street improvements.</p>
			Findings	<i>This standard is not applicable as no new subdivision is being created. No utility improvements are proposed or required.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.Q	<p>Off Site Improvements: Where the offsite impact of a proposed subdivision is found by the commission or council to create substantial additional traffic, improvements to alleviate that impact may be required of the subdivider prior to final plat approval, including, but not</p>

				limited to, bridges, intersections, roads, traffic control devices, water mains and facilities, and sewer mains and facilities.
			Findings	<i>This standard is not applicable as no off-site improvements are required or proposed with this lot line shift.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.R	Avalanche And Mountain Overlay: All improvements and plats (land, planned unit development, townhouse, condominium) created pursuant to this chapter shall comply with City of Ketchum Avalanche Zone District and Mountain Overlay Zoning District requirements as set forth in Title 17 of this Code.
			Findings	<i>This standard is not applicable as the subject property is not located within the Avalanche Zone or Mountain Overlay.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.S	Existing natural features which enhance the attractiveness of the subdivision and community, such as mature trees, watercourses, rock outcroppings, established shrub masses and historic areas, shall be preserved through design of the subdivision.
			Findings	<i>This standard is not applicable as no changes to existing features on the property is proposed.</i>

CONCLUSIONS OF LAW

1. The City of Ketchum is a municipal corporation established in accordance with Article XII of the Constitution of the State of Idaho and Title 50 Idaho Code and is required and has exercised its authority pursuant to the Local Land Use Planning Act codified at Chapter 65 of Title 67 Idaho Code and pursuant to Chapters 3, 9 and 13 of Title 50 Idaho Code to enact the ordinances and regulations, which ordinances are codified in the Ketchum 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.
2. The Ketchum City 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, 16.04.040, 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 Lewis Bank Condominiums Amended Unit A Lot Line Shift Application File No. P24-011 this Monday, May 6, 2024, subject to the following conditions:

CONDITIONS OF APPROVAL

1. The final plat shall be recorded with the Blaine County Clerk and Recorder's Office within one year of approval by the Ketchum City Council.
2. Upon recording of the final plat with the Blaine County Clerk and Recorder's Office, the applicant shall provide a copy of the recorded final plat to the Planning and Building Department.
3. Prior to obtaining signatures on the final plat, the applicant shall revise the plat to include the width of all adjacent rights-of-way.

Findings of Fact **adopted** this 6th day of May 2024.

Neil Bradshaw, Mayor
City of Ketchum



City of Ketchum

CITY COUNCIL MEETING AGENDA MEMO

Meeting Date: Staff Member/Dept:

Agenda Item:

Recommended Motion:

Reasons for Recommendation:

- The city’s current Treasurer is planning to retire in June. The city tasked BestDay HR to complete a competitive recruitment for the position.
- Two staff level panels completed interviews with the top three candidates.
- Mr. Davis was offered the position and accepted pending confirmation by the City Council as required for a City Officer position.

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

Sustainability Impact:

Financial Impact:

Attachments:

1. Resume

BRENT DAVIS

Rigby, ID | 208.890.7235
linkedin.com/in/brentodavis | davisbo@gmail.com

EXPERIENCED BUSINESS LEADER

Executive Leadership | Employee Development | Financial Stewardship | Project Management

An accomplished business leader dedicated to driving organizational success through effective team leadership across diverse industries. Known for balancing short-term results with long-term vision, fostering winning relationships, influencing strategic decisions, and managing high-visibility programs with accountability and effective communication.

- Strategic Planning & Development
- Capital Program Management
- Relationship Management
- Audit Management
- Training & Development
- Process Improvement
- Program Management
- Competitive Intelligence
- Business Development
- Financial Planning & Analysis
- Data Research & Analytics
- Real Estate Economics
- Contract Negotiations
- Multi-Million Dollar Budgeting
- Project Oversight & Direction
- Conflict Management
- Public Speaking
- Accounts Payable & Receivable

NOTABLE ACHIEVEMENTS

- Grown BD Consulting LLC by **leveraging professional relationships while focusing on quality work** and a willingness to provide clients with what they need in the format that maximizes results. Well-connected throughout the Wood River Valley, including an excellent relationship with the City of Ketchum, Friedman Memorial Airport, City of Hailey, Blaine County Recreation District, and others.
- Drove Friedman Memorial Airport's **commitment to long-term sustainability** by implementing financial modeling and standardized financial reporting.
- **Enhanced financial reporting** at Idaho Falls Regional Airport, fostering greater transparency and financial understanding throughout the organization.
- Championed **top-tier fiscal responsibility**, managing a budget of \$565 million for successful City of Boise operations.
- **Offered strategic guidance** to Boise City Council, the Mayor, and various departments, including oversight of the City's **Operating Budget, Capital Improvement Plan, and Strategic Real Estate** function.

RELEVANT EXPERIENCE

BD CONSULTING LLC, Rigby, ID Owner/President

2020-Present

- Business Operations Enhancement: Streamline and optimize business processes to boost efficiency and productivity, resulting in improved overall performance and cost-effectiveness.
- Advanced Financial Modeling: Employ sophisticated financial modeling techniques to provide a comprehensive analysis of financial data, enabling data-driven decision-making and precise forecasting.
- Strategic Capital Planning: Develop and implement a well-thought-out strategy for allocating capital resources to maximize long-term growth and financial stability, aligning with organizational objectives.
- Long-Term Financial Strategy Development: Formulate robust financial strategies that encompass budgeting, investment, and revenue planning over an extended period, ensuring financial sustainability.
- In-Depth Feasibility Studies: Conduct thorough and comprehensive assessments of proposed projects or initiatives to determine their viability, risk factors, and potential benefits, aiding informed decision-making and risk management.

FRIEDMAN MEMORIAL AIRPORT, Hailey, ID Deputy Airport Director – Finance & Administration

2020-2022

- Played a key role in the Airport leadership team, offering guidance and support to staff, the community, and stakeholders.
- Managed financial operations to ensure long-term financial stability while adhering to Federal, State, and local regulations.
- Oversaw financial functions, including accounts payable, accounts receivable, cash receipts, grant accounting, reconciliations, journal entry approvals, and related activities.

BRENT DAVIS

- Administered contracts with airport users, such as rental car agencies, TSA, airline tenants, hangar owners, and the general aviation fixed-based operator.
- Developed efficient procedures for financial reporting to the Airport Authority, Airport management, and stakeholders.
- Led budget planning, financial forecasting, and capital planning efforts.
- Represented Friedman Memorial Airport in all financial matters.
- Cultivated positive working relationships with external stakeholders, including the Friedman Memorial Airport Authority, other Airport users, and the public.

IDAHO FALLS REGIONAL AIRPORT, Idaho Falls, ID

2019 - 2020

Airport Administration Manager

- Enhanced financial reporting, fostering increased organizational transparency and financial comprehension.
- Led all facets of budget planning, reporting, procurement, and financial analysis.
- Property management responsibility through tenant leases, airport contracts, and agreements.
- Provided oversight for the PFC program, AIP grant administration, tenant/public relations, website maintenance, advertising, marketing, social media campaigns, and the DBE program.

CITY OF BOISE, Boise, ID

2008 – 2018

Budget Manager

- Demonstrated a talent for generating innovative solutions by aligning departmental needs with data-driven strategies and roadmap development.
- Streamlined financial processes, implementing productivity-enhancing process improvements.
- Collaborated regularly with Airport management, assuming responsibility for the Airport's budget within the central budget office.
- Managed all facets of budget planning, reporting, and analysis.
- Oversaw the Capital Improvement Program and managed the Strategic Real Estate functions for the city.
- Led significant financial reporting process improvements by championing the City's budget.
- Fostered efficient workflows while maintaining control over scope and schedule through partnerships with internal and external stakeholders.
- Ensured long-term organizational sustainability and successfully navigated the challenges of the Great Recession without reducing service levels, thereby rebuilding trust in the Budget Office with the Boise City Council.
- Directed the Central Budget Office and provided guidance for all decentralized budget and financial planning activities.
- Negotiated and monitored contracts, intergovernmental agreements with external agencies, and labor agreements with municipal public safety unions.
- Played a pivotal role in enhancing employee and citizen engagement and promoting employee retention through the design, development, and execution of professional development training sessions, workshops, written budget reports, publications, correspondence, and presentations.

ADDITIONAL EXPERIENCE

STUKENT – Portfolio Director

2022 – Present

- Collaborate with professors and industry experts to shape a cohesive vision for educational business courseware and simulations.
- Oversee the entire product development lifecycle, from conceptualization to launch, by coordinating efforts with professors, industry experts, copywriters, algorithm specialists, and software engineers, transforming the vision into reality.
- Own the financial performance of products with the goal of identifying areas of improvement and portfolio gaps to increase usage within Universities globally.
- Products include, but limited to: Financial Accounting, Managerial Accounting, Introduction to Business, Supply Chain, Logistics & Transportation, Business Statistics, and Sales.

BELLEVUE FIRE DEPARTMENT – Firefighter

2019 – 2021

- Rapidly respond to fire and EMS calls within Bellevue and neighboring areas.
- Dedicate time to weekly continued education and training to maintain peak readiness.

BRENT DAVIS

- Actively engage in community involvement to promote public outreach and awareness.

MELALEUCA – Senior Financial Analyst

2018 – 2019

- Prepared financial analysis for new products, including expense development and monthly performance analysis.
- Developed key performance metrics with a focus on profit improvement and cost-saving initiatives.
- Created presentations delivered to the company President, Board of Directors, and management team.

ALBERTSONS – Senior Business Intelligence Analyst

2018

- Prepared data analytics to ensure financial stewardship.
- Focused on the manufacturing division, emphasizing business and plant operations, cost accounting, sales support, and customer acquisition.
- Prepared and negotiated co-packing pricing contracts with various customers.
- Build and maintain data models that support business reporting and analysis needs.

WELLS FARGO - Assistant Branch Manager/Business Banker

2003 – 2007

- Managed a lending office for Wells Fargo Financial before moving to the banking operation to focus on business banking.

EDUCATION & CREDENTIALS

Bachelor of Arts, Occidental College, Los Angeles CA
Economics/Business Management

IFSAC Certification, Idaho Fire Service Technology, Idaho Falls ID
Firefighter I, Hazmat Awareness, Hazmat Operations

Public Notary, Idaho Secretary of State
Bonded Idaho Notary



City of Ketchum

CITY COUNCIL MEETING AGENDA MEMO

Meeting Date: Staff Member/Dept:

Agenda Item:

Recommended Motion:

“I move to approve increasing incentive amounts for Lease to Locals”
 “I move to approve expanding geographic area from north of Ketchum to northern boundary of Hailey”

Reasons for Recommendation:

- Averaging 15 properties per fiscal year, added rent caps and expanded to Sun Valley in the Fall 2023
- Since adding rent caps we have seen slower conversion rates. To increase conversion staff recommend (1) increasing incentives and again (2) expanding geographic reach.
- Budget paid or committed for FY 23-24 is 30% seven months into this fiscal year.

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

GOAL 1: CREATE + PRESERVE HOUSING
ACTION 8: INCENTIVIZE LONG-TERM RENTALS

We’ve had slow and steady success in the Lease to Locals program in the 19 months running, averaging 15 properties per fiscal year. Since the introduction of rent caps last fall there has been slower conversion despite expanding geographic area, especially for properties located in Sun Valley. To accelerate the number of properties participating in the program, staff and Placemate propose increasing incentives and expanding geographic reach.

PROPOSED INCENTIVE CHANGES

Of the homeowner leads who stated they were no longer interested since establishing rent caps, the most common reason given is that the rent caps are too low. Staff and the Placemate team believe increasing the incentives by about 30% will further incentivize homeowners who would otherwise not be interested given the rent caps. Here you can see the **proposed incentive amount**, as well as the **current amount**.

Number of Qualified Tenants	1 Qualified Tenant	2 Qualified Tenants	3 Qualified Tenants	4 Qualified Tenants
Seasonal (5-11 months)	\$2,500 \$2,000	\$5,000 \$4,000	\$7,500 \$6,000	\$10,000 \$8,000
Long-Term (12 months+)	\$6,000 \$4,500	\$12,000 \$9,000	\$18,000 \$13,500	\$24,000 \$18,000

PROPOSED LOCATION CHANGE

First, we recommend expanding the program to allow properties (1) north of Ketchum and (2) south of Ketchum to the boundary of North Hailey to convert more ADU's, rooms, and homes. This would expand our potential pool of eligibility properties by approximately 1,500 units.

Sustainability Impact:

Community housing houses members of the community locally, ensuring that residents are closer to their places of work, recreation, and other services. This proximity helps to decrease transportation time and reduce vehicle-related emissions associated with commuting to and from work from outside of the community.

Additionally, the program converts existing, underused housing units into community housing, utilizing existing housing stock, land, and resources.

Financial Impact:

None OR Adequate funds exist in account:	<p>Adequate funds: For this fiscal year, \$206,000 in incentives was budgeted. Eight months in, \$97,500 has been paid or committed which equates to 47% of the incentive budget (rather than the anticipated 66%). So far, \$9,000 is committed for Fiscal Year 2024-2025, meaning their second check will be distributed in the next fiscal year if the owners fulfill their program responsibilities. If the FY24-25 budget carries over commitments so that funds allocated this fiscal year for incentives roll over to next year, this would still only be 4% of this year's budgeted amount. Given this analysis, staff believe the budget has room for higher incentives.</p> <p>Regarding budget cycles, staff will propose continuing Lease to Locals for a third year.</p>
--	---

Attachments:

- | |
|--|
| 1. Proposed Lease to Locals Program Policies |
| 2. Redlined Lease to Locals Program Policies |

Wood River Valley Lease to Locals Program

Program Description and Policies May 2024

1 PILOT PROGRAM OVERVIEW

The Lease to Locals Program (the “Program”), offers cash incentives to homeowners who rent their homes to qualified households. The goal of the program is to increase the supply of housing available for locals and local employees working within the geographic boundaries of Blaine County, Idaho.

2 PROGRAM DEFINITIONS

- (a) Adult: An adult is any individual 18 years or older.
- (b) Housing Unit: A housing unit is a house, condominium, multi-family, mobile home, accessory dwelling unit, a single room, or multiple single rooms that is intended for occupancy living quarters (excluding commercial lodging). Excludes deed-restricted and subsidized units.
- (c) Long-Term Lease: A long-term lease is a lease of 12 months or greater.
- (d) Seasonal Lease: A seasonal lease is a lease of at least five (5) months but less than twelve (12) months.
- (e) Property Owner: The individual(s) or legal entity that holds fee title to the property, as reflected on the recorded documents.
- (f) Qualified Household: A Qualified Household is any group of individuals living together in one home as their primary residence, where at least half of the adults are Qualified Tenants. A Qualified Household’s income is based on the average of gross income for each adult, which cannot exceed 120% of Area Median Income (AMI) for Blaine County per person per year.
- (g) Qualified Tenant: A Qualified Tenant is an adult who is not of blood relation to the Property Owner and who meets at least one of the following criteria:
 - a. Gross annual income cannot exceed 120% of the Area Median Income (AMI) for Blaine County when averaged with other Qualified Household members. Employed on average at least 30 hours per week (over 1,500 hours per year) at an employment site within Blaine County for an employer serving customers in Blaine County. Exceptions to the 1,500 hours per year requirements can be made for education providers.
 - b. A retired person over the age of 65 who, immediately preceding retirement, was a full-time employee of an entity located within Blaine County for at least five continuous years and continued living as a full-time resident within Blaine County following after reaching the age of 65.
 - c. A person unable to work or who does not have a work history due to qualifying for disability as defined by the Americans with Disabilities Act (ADA)

3 PROGRAM ADMINISTRATION

The City will administer the Program, in coordination with, and with support from, a third-party administrator and independent contractor, Placemate, Inc. Placemate, Inc. is a California Corporation, based in Truckee, California, which provides administrative services for government entities across the country.

3.1 City of Ketchum Role

The City will oversee and fund the Program. This includes managing the contract with Placemate, Inc., granting disbursements, and evaluating program metrics.

3.2 Placemate Role

Under a contract with the City, Placemate, Inc. will provide the following services for the Program: program development, customer service, marketing, compliance, reporting, and processing applications per Program Guidelines.

4 PROGRAM GRANT FUNDING

4.1 Grant Amounts

The City will provide a \$2,500 grant per Qualified Tenant housed through the Program for a Seasonal Lease and a \$6,000 grant per Qualified Tenant for a Long-Term Lease. Dependent children will count as one (1) additional Qualified Tenant, regardless of the number of children present. The maximum grant amount per Housing Unit is for four (4) Qualified Tenants. Seasonal Leases are eligible to convert to a Long-Term Lease, with the same Qualified Tenant(s), after signing of the initial lease or at the conclusion of the initial lease. The updated grant payment to the Property Owner would be the remaining balance of a Long-Term grant published at the time of the initial signing of the Lease.

The table below shows the available grant amounts.

Number of Qualified Tenants	1 Qualified Tenant	2 Qualified Tenants	3 Qualified Tenants	4 Qualified Tenants
Seasonal (5-11 months)	\$2,500	\$5,000	\$7,500	\$10,000
Long-Term (12 months+)	\$6,000	\$12,000	\$18,000	\$24,000

4.2 Grant Disbursement

- (a) Prior to disbursing grants, the City will review documentation submitted by Placemate, Inc. including:
 - i. A copy of the fully executed lease agreement(s),
 - ii. Proof of status for Qualifying Tenants,
 - iii. Property Owner Application
- (b) The City will issue the first half of the grant payment to the Property Owner within forty five (45) business days of the City receiving a completed application.
- (c) The City will issue the second half of the grant payment to the Property Owner within forty five (45) business days of the end of the lease.
- (d) Payments shall be issued to the Property Owner, as their legal name(s) appear on recorded property ownership documents.

5 PROPERTY OWNER ELIGIBILITY & REQUIREMENTS

5.1 Grant Application

Property Owners must submit a complete on-line form and sign a self-certification checklist with Placemate, Inc. and comply with the following criteria to have their home considered for the grant program.

5.2 Eligibility & Requirements

To participate in the Program, Property Owners must meet the following requirements.

- (a) Location: The Housing Unit must be located within the North Wood River Valley defined as Ketchum, Sun Valley, Ketchum's Area of City Impact (except in Ketchum in the Light Industrial District and – from November 15th to April 15th, or the avalanche zone, unless approved by the Planning and Building Department), and the area directly North of Ketchum's ACI and South of Ketchum's ACI to the border of Hailey's ACI
- (b) Type: A whole home or room(s) in a home can be rented, but there is a maximum of one grant per property.
- (c) Status: The Housing Unit must be a legally permitted dwelling unit and each bedroom in the property must have a door and window.
- (d) New Rental: The Housing Unit must not have already been occupied as an existing long-term rental (unless through this Program) in the past 12 months. Leases, month-to-months, and verbal agreements are considered long-term rentals, except when the sole occupant(s) are blood relatives.
- (e) Eligible Properties: The Housing Unit must be a house, condominium, multifamily, mobile home, accessory dwelling unit, a single room, or multiple single rooms that is intended for occupancy living quarters (excluding commercial lodging) that has not been rented full-time in the past 12 months. Excludes deed-restricted and subsidized units.
- (f) Ownership: The Property Owner must hold fee title to the Housing Unit.
- (g) Property Condition: The Housing Unit must meet basic health and safety criteria as may be required per Idaho law and regulations.
- (h) Signed Lease Agreement and Complete Application Packet: The Property Owner must complete an application and sign a Seasonal Lease or Long-Term Lease with a Qualified Household. The complete application packet must be submitted within 90 days of the start of the lease.
- (i) Lease Compliance Checks: The Property Owner must comply with the lease agreement for the full length of the lease and will be checked for compliance by Placemate, Inc., at six (6) months or at the midway point in the lease (except for seasonal leases), whichever is sooner. Failure to comply with the lease requirements at any time shall disqualify the Property Owner for grant payments.
- (j) Rental Affordability Cap: The Property Owner cannot charge monthly rent that exceeds the rent cap per unit size.. Suggested rents are \$700 to \$1,200 per bedroom per month.
 - Private Room \$1,000/month
 - 1 bedroom \$1,500/month
 - 2 bedrooms \$2,400/month
 - 3 bedrooms \$3,000/month
 - 4 bedrooms \$4,000/month
- (k) Fair Housing Act Compliance: The Property Owner must comply with Ketchum's Resolution 12-002 reaffirming the Federal Fair Housing Act, Policy 9.24 which

prohibits discrimination on the basis of sexual orientation and gender identity/expression, and the Federal Fair Housing Act which prohibits discrimination on the basis of race, color, religion, sex, or national origin.

5.3 Contingencies

- (a) Change of Ownership: If the Housing Unit is sold during the lease period, the lease remains intact, and the new owner receives the second half of the incentive if they remain qualified. An executed agreement between the buyer and seller must describe new Property Owner's obligations under this program, plus the following:
- i. Abide by the lease terms, or
 - ii. If the new owner desires to pursue breaking the lease, they must provide 30-day notice to the Qualified Household and Placemate and pay the Qualified Household the amount equal to monthly rent times the number of remaining months, rounded up.

In this case, Placemate, Inc. would work to place the tenants into another property.

- (b) Failure to Comply with Lease: If the Property Owner plans to evict a tenant, Property Owner must notify Placemate and Tenant 30 days in advance and work with Tenant to see if an alternative agreement can be reached. Placemate may require owner to promptly and adequately respond to mediation services. This applies unless a member of the Qualified Household
- i. is found by Owner or staff to be producing a controlled substance on the property (must provide at least a three (3) day eviction notice);
 - ii. is convicted of assaulting or threatening the Owner, their family, employees, or other tenants (must provide at least a three (3) day eviction notice). If domestic violence is suspected, the Owner must respect the victim's requests and refer them to the Advocates (24/7 Helpline 208.788.4191).

If the Property Owner does not meet lease agreements at the six-month mark because of an eviction or move-out, Placemate, Inc. will work with Property Owners to rectify the situation. If an agreement cannot be reached, the Property Owner will be disqualified from receiving the second installment of the grant disbursements but will not be required to pay back the first installment of the grant.

- (c) Property Condition: If the Housing Unit is deemed in violation of Idaho law or regulations the grant payment(s) may be withheld.

6 TENANT ELIGIBILITY & REQUIREMENTS

6.1 Individual & Household Qualification

Individuals and households applying to the program must meet the definitions set forth in Section 2 of these guidelines.

6.2 Documentation

As part of the application, each adult member of the Qualifying Household must submit the following:

- (a) Copy of current driver's license or other photo ID
- (b) Copy of Two (2) paystubs from the past consecutive three (3) months to verify local employment and hours OR
 - a. W-2 to verify annual income
 - b. most recent tax return
 - c. Letter from employer stating hours, pay, and location of employment
- (c) If self-employed financial statements and proof that 50% of their income is earned by serving customers in Blaine County.
- d.

Each Qualifying Tenants requesting work exemption must submit the following:

- e. (f.c.i.) A retired person over the age of 67 who, immediately preceding retirement, was a full-time employee of an entity located within Blaine County for at least five continuous years and continued living as a fulltime resident within Blaine County following their retirement:
 - i. Letter from employer verifying former employment or other form of employment verification or tax returns from the five years preceding retirement until most recent tax year
 - ii. Document providing evidence of social security retirement benefits
- f. A person unable to work or who does not have a work history due to qualifying for disability as defined by the Americans with Disabilities Act (ADA):
 - i. If the head or spouse of a family indicates that he/she is receiving disability benefits through Social Security Administration, verification of income will serve as verification of disability
 - ii. For family members claiming a disability but not receiving disability payments from SSA, if disability is not readily apparent,
 - 1. A note from the tenant's medical or therapeutic provider, including a non-medical service agency or reliable third party, or
 - 2. [HUD's Disability Verification form](#)

7 PROGRAM DURATION

(l)

- (a) The Program started on October 1, 2022. If the Council takes no action to extend or renew this program, it shall automatically expire on September 30, 2025.
- (b) City staff will review program progress, housing needs, and the services being provided by Placemate, Inc. and will provide periodic updates and recommendations to the City Council regarding the continuance of and/or modifications to the Program.

At a minimum, at least three (3) months before the end of the pilot term, City staff will provide a report to the City Council using the following criteria to measure success of the program:

- i. Number of people served (including children)
- ii. Number of homes unlocked
- iii. Types/Sizes of units unlocked

- iv. Rental prices for each home, average per room
- v. Income of renters (gross annual income of each adult in the home) being served
- vi. Number of rentals extended beyond 12-month lease program

Wood River Valley Lease to Locals Program

Program Description and Policies

May 2024~~August 2023~~

1 PILOT PROGRAM OVERVIEW

The Lease to Locals Program (the “Program”), offers cash incentives to homeowners who rent their homes to qualified households. The goal of the program is to increase the supply of housing available for locals and local employees working within the geographic boundaries of Blaine County, Idaho.

2 PROGRAM DEFINITIONS

- (a) Adult: An adult is any individual 18 years or older.
- (b) Housing Unit: A housing unit is a house, condominium, multi-family, mobile home, accessory dwelling unit, a single room, or multiple single rooms that is intended for occupancy living quarters (excluding commercial lodging). Excludes deed-restricted and subsidized units.
- (c) Long-Term Lease: A long-term lease is a lease of 12 months or greater.
- (d) Seasonal Lease: A seasonal lease is a lease of at least five (5) months but less than twelve (12) months.
- (e) Property Owner: The individual(s) or legal entity that holds fee title to the property, as reflected on the recorded documents.
- (f) Qualified Household: A Qualified Household is any group of individuals living together in one home as their primary residence, where at least half of the adults are Qualified Tenants. A Qualified Household’s income is based on the average of gross income for each adult person, which cannot exceed 120% of Area Median Income (AMI) for Blaine County per person per year.
- (g) Qualified Tenant: A Qualified Tenant is an adult who is not of blood relation to the Property Owner and who meets at least one of the following criteria:
 - ~~a.~~—Gross annual income cannot exceed 120% of the Area Median Income (AMI) for Blaine County when averaged with other Qualified Household members.
 - ~~b.~~a. Employed on average at least 30 hours per week (over 1,500 hours per year) at an employment site within Blaine County for an employer serving customers in Blaine County. Exceptions to the 1,500 hours per year requirements can be made for education providers.
 - ~~c.~~—Meet one of the following exemptions:
 - ~~d.~~b. A retired person over the age of 67-65 who, immediately preceding retirement, was a full-time employee of an entity located within Blaine County for at least five continuous years and continued living as a full-time full-time resident within Blaine County following their retirement after reaching the age of 65.
 - ~~d.~~c. A person unable to work or who does not have a work history due to qualifying for disability as defined by the Americans with Disabilities Act (ADA)
 - ~~ii.~~—A full-time, single parent or guardian of a child under the age of 4
 - ~~iii.~~—A full-time, informal caregiver of a child or an adult with a disability if either caregiver or care recipient lived in Blaine County for at least the five previous continuous years. A caregiver is defined as a person who resides with a person(s) with disabilities who is:
 - ~~1.~~—essential to the care and well being of the person(s);
 - ~~2.~~—not obligated to support the person(s) with the disabilities; and

would not be living in the unit except to provide the necessary supportive services.

3 PROGRAM ADMINISTRATION

The City will administer the Program, in coordination with, and with support from, a third-party administrator and independent contractor, PlacemateLanding, Inc. PlacemateLanding, Inc. is a California Corporation, based in Truckee, California, which provides administrative services for government entities across the country.

3.1 City of Ketchum Role

The City will oversee and fund the Program. This includes managing the contract with PlacemateLanding, Inc., granting disbursements, and evaluating program metrics.

3.2 Placemate Role

Under a contract with the City, PlacemateLanding, Inc. will provide the following services for the Program: program development, customer service, marketing, compliance, reporting, and processing applications per Program Guidelines.

4 PROGRAM GRANT FUNDING

4.1 Grant Amounts

The City will provide a \$2,~~500~~ grant per Qualified Tenant housed through the Program for a Seasonal Lease and a \$~~6,000~~~~4,500~~ grant per Qualified Tenant for a Long-Term Lease. Dependent children will count as one (1) additional Qualified Tenant, regardless of the number of children present. The maximum grant amount per Housing Unit is for four (4) Qualified Tenants. Seasonal Leases are eligible to convert to a Long-Term Lease, with the same Qualified Tenant(s), after signing of the initial lease or at the conclusion of the initial lease. The updated grant payment to the Property Owner would be the remaining balance of a Long-Term grant published at the time of the initial signing of the Lease.

The table below shows the available grant amounts.

Number of Qualified Tenants	1 Qualified Tenant	2 Qualified Tenants	3 Qualified Tenants	4 Qualified Tenants
Seasonal (5-11 months)	\$ 2,500 2,000	\$ 5,000 4,000	\$ 7,500 6,000	\$ 10,000 8,000
Long-Term (12 months+)	\$ 6,000 4,500	\$ 12,000 9,000	\$ 18,000 13,500	\$ 24,000 18,000

4.2 Grant Disbursement

(a) Prior to disbursing grants, the City will review documentation submitted by PlacemateLanding, Inc. including:

- i. A copy of the fully executed lease agreement(s),
- ii. Proof of status for Qualifying Tenants,
- iii. Property Owner Application

- (b) The City will issue the first half of the grant payment to the Property Owner within forty five thirty | (45~~30~~) business days of the City receiving a completed application~~Qualified Household taking occupancy of the Housing Unit.~~
- (c) The City will issue the second half of the grant payment to the Property Owner within forty five thirty | (45~~30~~) business days of the end of the lease.
- (d) Payments shall be issued to the Property Owner, as their legal name(s) appear on recorded property ownership documents.

5 PROPERTY OWNER ELIGIBILITY & REQUIREMENTS

5.1 Grant Application

Property Owners must submit a complete on-line form and sign a self-certification checklist with Placemate~~Landing~~, Inc. and comply with the following criteria to have their home considered for the grant program.

5.2 Eligibility & Requirements

To participate in the Program, Property Owners must meet the following requirements.

- (a) Location: The Housing Unit must be located within the North Wood River Valley defined as Ketchum, Sun Valley, ~~and~~ Ketchum's Area of City Impact (except in Ketchum in the Light Industrial District and – from November 15th to April 15th, or the avalanche zone, unless approved by the Planning and Building Department), and the area directly North of Ketchum's ACI and South of Ketchum's ACI to the border of Hailey's ACI.
- (b) Type: A whole home or room(s) in a home can be rented, but there is a maximum of one grant per property.
- (c) Status: The Housing Unit must be a legally permitted dwelling unit and each bedroom in the property must have a door and window.
- (d) New Rental: The Housing Unit must not have already been occupied as an existing long-term rental (unless through this Program) in the past 12 months. Leases, month-to-months, and verbal agreements are considered long-term rentals, except when the sole occupant(s) are blood relatives.
- (e) Eligible Properties: The Housing Unit must be a house, condominium, multifamily, mobile home, accessory dwelling unit, a single room, or multiple single rooms that is intended for occupancy living quarters (excluding commercial lodging) that has not been rented full-time in the past 12 months. Excludes deed-restricted and subsidized units.
- (f) Ownership: The Property Owner must hold fee title to the Housing Unit.
- (g) Property Condition: The Housing Unit must meet basic health and safety criteria as may be required per Idaho law and regulations.
- (h) Signed Lease Agreement and Complete Application Packet: The Property Owner must complete an application and sign a Seasonal Lease or Long-Term Lease with a Qualified Household. The complete application packet must be submitted within 90 days of the start of the lease.
- (i) Lease Compliance Checks: The Property Owner must comply with the lease agreement for the full length of the lease and will be checked for compliance by Placemate~~Landing~~, Inc., at six (6) months or at the midway point in the lease (except for seasonal leases), whichever is sooner. Failure to comply with the lease requirements at any time shall disqualify the Property Owner for grant payments.

- (j) Rental Affordability Cap: The Property Owner cannot charge monthly rent that exceeds the rent cap per unit size.. Suggested rents are \$700 to \$1,200 per bedroom per month.

Private Room \$1,000/month

1 bedroom	\$1,500/month
2 bedrooms	\$2,400/month
3 bedrooms	\$3,000/month
4 bedrooms	\$4,000/month

- (k) Fair Housing Act Compliance: The Property Owner must comply with Ketchum's Resolution 12-002 reaffirming the Federal Fair Housing Act, Policy 9.24 which prohibits discrimination on the basis of sexual orientation and gender identity/expression, and the Federal Fair Housing Act which prohibits discrimination on the basis of race, color, religion, sex, or national origin.

5.3 Contingencies

- (a) Change of Ownership: If the Housing Unit is sold during the lease period, the lease remains intact, and the new owner receives the second half of the incentive if they remain qualified. An executed agreement between the buyer and seller must describe new Property Owner's obligations under this program, plus the following:
- Abide by the lease terms, or
 - If the new owner desires to pursue breaking the lease, they must provide 30-day notice to the Qualified Household and Placemate and pay the Qualified Household the amount equal to monthly rent times the number of remaining months, rounded up.

In this case, PlacemateLanding, Inc. would work to place the tenants into another property.

- (b) Failure to Comply with Lease: If the Property Owner plans to evict a tenant, Property Owner must notify Placemate and Tenant 30 days in advance and work with Tenant to see if an alternative agreement can be reached. Placemate may require owner to promptly and adequately respond to mediation services. This applies unless a member of the Qualified Household
- is found by Owner or staff to be producing a controlled substance on the property (must provide at least a three (3) day eviction notice);
 - is convicted of assaulting or threatening the Owner, their family, employees, or other tenants (must provide at least a three (3) day eviction notice). If domestic violence is suspected, the Owner must respect the victim's requests and refer them to the Advocates (24/7 Helpline 208.788.4191).

If the Property Owner does not meet lease agreements at the six-month mark because of an eviction or move-out, PlacemateLanding, Inc. will work with Property Owners to rectify the situation. If an agreement cannot be reached, the Property Owner will be disqualified from receiving the second installment of the grant disbursements but will not be required to pay back the first installment of the grant.

- (c) Property Condition: If the Housing Unit is deemed in violation of Idaho law or regulations the grant payment(s) may be withheld.

6 TENANT ELIGIBILITY & REQUIREMENTS

6.1 Individual & Household Qualification

Individuals and households applying to the program must meet the definitions set forth in Section 2 of these guidelines.

6.2 Documentation

As part of the application, each adult member of the Qualifying Household must submit the following:

- (a) Copy of current driver's license or other photo ID
- (b) Copy of Two (2) paystubs from the past consecutive three (3) months to verify local employment and hours ~~or audited financial statements (if self-employed)~~ OR
 - a. W-2 to verify annual income
 - b. most recent tax return
 - c. Letter from employer stating hours, pay, and location of employment

(c) If self-employed financial statements and proof that 50% of their income is earned by serving customers in Blaine County.

~~Each Qualifying Tenants pursuing work in Blaine County must submit the following:~~

- ~~d. If on unemployment benefits and actively applying for work with local businesses for the previous four months, prospective tenant must provide evidence of unemployment benefits and weekly reports.~~
- ~~e. If offered a job with a local business, prospective tenant must provide employer notice letter of hire with pay and prospective hours~~
- ~~f.d. If preparing for local work by participating in job training, educational programs, or programs that assist people to obtain employment and become economically self-sufficient, they must submit an acceptance letter from the training agency and a description of how this work will fulfill a local need upon completion of the program.~~

Each Qualifying Tenants requesting work exemption must submit the following:

- ~~g.e.~~ (f.c.i.) A retired person over the age of 67 who, immediately preceding retirement, was a full-time employee of an entity located within Blaine County for at least five continuous years and continued living as a fulltime resident within Blaine County following their retirement:
 - i. Letter from employer verifying former employment or other form of employment verification or tax returns from the five years preceding retirement until most recent tax year
 - ii. Document providing evidence of social security retirement benefits
- ~~h.f.~~ A person unable to work or who does not have a work history due to qualifying for disability as defined by the Americans with Disabilities Act (ADA):
 - i. If the head or spouse of a family indicates that he/she is receiving disability benefits through Social Security Administration, verification of income will serve as verification of disability

- ii. For family members claiming a disability but not receiving disability payments from SSA, if disability is not readily apparent,
 - 1. A note from the tenant's medical or therapeutic provider, including a non-medical service agency or reliable third party, or
 - 2. [HUD's Disability Verification form](#)

~~i. A full-time, informal caregiver if caregiver lived or worked in Blaine County for at least the five previous continuous years. To confirm care recipient:~~

~~i. Child under the age of four — birth certificate, verification of adoption, guardianship or custody documents issued by a magistrate or judge~~

~~ii. Disabled child or adult~~

~~1. A note from the tenant's medical or therapeutic provider, including a non-medical service agency or reliable third party, demonstrating historical care and need for full-time care;~~

~~2. Award letters showing benefits paid on behalf of a minor or disabled adult; or~~

~~3. [HUD's Disability Verification form](#)~~

7 PROGRAM DURATION

(I)

- (a) The Program ~~started~~~~is a one-year pilot that starts~~ on October 1, 2022. If the Council takes no action to extend or renew this program, it shall automatically expire on September 30, 202~~5~~3.
- (b) City staff will review program progress, housing needs, and the services being provided by [PlacemateLanding](#), Inc. and will provide periodic updates and recommendations to the City Council regarding the continuance of and/or modifications to the Program.

At a minimum, at least three (3) months before the end of the pilot term, City staff will provide a report to the City Council using the following criteria to measure success of the program:

- i. Number of people served (including children)
- ii. Number of homes unlocked
- iii. Types/Sizes of units unlocked
- iv. Rental prices for each home, average per room
- v. Income of renters (~~gross annual~~~~area median~~ income of each adult in the home) being served
- vi. Number of rentals extended beyond 12-month lease program



City of Ketchum

CITY COUNCIL MEETING AGENDA MEMO

Meeting Date: Staff Member/Dept:

Agenda Item:

Recommended Motion:

There is no recommended motion. Staff will review a brief presentation of key projects from the plan and then stand for questions/direction concerns from the City Council.

Reasons for Recommendation:

- This is the first year of a formal annual work plan.
- The work plan is one of three components (see attachment 2) to ensure alignment between the long-term Comprehensive Plan.
- These documents will be adjusted when the Comprehensive Plan is updated.

Sustainability Impact:

Several projects are outlined on the work plan.

Financial Impact:

None OR Adequate funds exist in account:

Attachments:

1. 2024 work plan
2. Visual of city planning model

2024 City of Ketchum Work Plan

COMP PLAN CHAPTER	PROJECT	DEPARTMENT(S)	COMPLETION TARGET	KEY MILESTONES	STATUS UPDATES	
Arts & Culture <small>(page 45)</small>	1	Evaluate partnership with SVMOA at Forest Service Park	Admin, Facilities, P&B	May	Determine scope and timeline of partnership	
	2	City-wide Arts & History plan	Admin, Facilities, P&B	June	Next up: alignment discussion with Council on strategic & financial plan	Evaluating long-term partnership with The Community Library
	3	Historic Preservation Handbook	Planning (HPC)	December		
	4	Survey of historic assets	Planning (HPC)	January		Submit grant application for survey work
	5	Ore Wagon Museum refresh	Admin	June	Next up: alignment discussion with Council on strategic & financial plan	
	6	Art install on SV Road & Spruce	Arts Commission	May	Call to artists issued; reissuing	
	7	Creative crosswalks	Arts Commission	May	Call to artists issued	
	8	Artwork on 4th artwork installations	Arts Commission	May	Call to artists issued	
	9	Art/history installations with Main Street reconstruction project	AC, Planning (HPC), Admin			
		Installations		Spring 2025	Deferred	
	Building placards		Spring 2024	On hold	need placard design; 'frame' design	
Community Design & Future Land Use <small>(page 23 & page 63)</small>	10	Comprehensive Plan & Code update	Planning	January '25		
		Comprehensive Plan	Planning		April - Round 1 community engagement	Citizens Advisory Committee
					July - Round 2 community engagement	
					Nov - Round 3 and Draft Comp Plan	
	11	Zoning Code	Planning		Feb - Draft organizing framework	Code Advisory Group
					May - Draft reorganized code	
					Sept - Updated procedures	
					Oct - Stakeholder engagement	
					Nov - Draft code assesment & community engagement	
	12	Stakeholder engagement to improve processes	Planning		Community Contractor meetings	
				TAG meetings		
Community Health & Wellness <small>(page 55)</small>	13	Participate in Hemingway Elementary's Facility Master Plan update	Admin, Recreation			
	14	Partner with The Community Library's regional history programming opps	Admin			
Housing <small>(page 19)</small>	Housing Action Plan Year 2		Housing			
	15	Produce & preserve community housing		Ongoing		
		Develop new construction pipeline		Ongoing	1st & Washington (~64 homes)	
				Summer 24	RFP next parcel for development	
				Ongoing	Identify parcels for acquisition	
		Preservation		Fall 24	Identify buildings for preservation	
				Winter 24/25	Pursue historic preservation of Forest Service Park warehouses + 2 homes	
		Conversion to locally occupied		Ongoing	Lease to Locals	
		New, preserve, or convert		Complete, Jan. 24	Pilot Ownership & Preservation program	
				Sept. 24	Create pilot for ADU incentives	
	16	Update policy to promote community housing				
		Zoning Code; State & Federal policy		Fall /winter 24	Audit existing code; identify changes	
				Summer 24	Explore priority processing and incentives for community housing	
				Ongoing	Monitor progress of Tiny Homes On Wheels in other jurisdictions	
				On hold	Update density bonus program	
				Ongoing	Identify and advocate for state- and federal-level policy changes	
		Zoning Code + City Policies		September 2024	Conduct Analysis of Impediments to Fair Housing Choice	
		Short-term rentals		Ongoing	Monitor Lava Hot Springs case	
	17	Expand & improve services to create stability				
		Emergency and homelessness		Complete, Dec. '23	Identify & negotiate master leasing opps	
			Onoing	Continue to support mediation program		
	Processes and ease of access		Complete Aug. '23	Create common pre-application & waitlist		
18	Expand & leverage resources					
	Local gap / match funds		Complete, Dec. '23	Update in-lieu fee		
	Leverage other sources		ongoing	Secure state/federal/county funds		
			June 24	Map vacant and Naturally Occuring Affordable Housing inventory		

2024 City of Ketchum Work Plan

COMP PLAN CHAPTER	PROJECT	DEPARTMENT(S)	COMPLETION TARGET	KEY MILESTONES	STATUS UPDATES	
	19		Complete, Nov.'24	Secure additional lodging LOT funds		
			complete + ongoing	Contract for + use grant-writing services		
		Inform, engage & collaborate				
		Coordinate		Ongoing	Implementation partner meetings, transferred to BCHA	
		Implementation vision and capacity		Complete, April '24	Determine perception of efforts	
				Ongoing	Enhance BCHA board engagement	
				Ongoing	Increase staff capacity	
		Community feedback & education		July 2024	Identify and fund manager	
				Ongoing	Quarterly progress reports & monthly council updates	
				Ongoing	Continue quarterly progress report + monthly council updates	
			July 2024	Support employee generation nexus study		
			Sept 24	Transparent budgeting		
			Summer 2024	BCHA brand evaluation and guidelines		
Mobility (page 39)	20	Main Street reconstruction	Admin, Facilities, P&B	Fall	Contract with IMC ratified. Continued community/business outreach to mitigate closure impacts	
					Pre-procurement items being finalized and ordered	
	21	Master Transportation Plan projects_planning	Admin, Facilities, P&B			
		Lewis Street & Warm Springs Road roundabout		TBD		Exploring grant opportunities for funding.
		Serenade & 2nd Avenue intersection		TBD		Exploring ITD grant application for funding.
		Spruce Ave & 4th Street bike/pedestrian improvements		Summer	Next up: complete design, complete easement	
		Sidewalk inventory & 10-year plan		June	Master Agreements being drafted for contractors to facilitate execution of 10 year plan	
		Street conditions survey & 10 year plan		June	Next up: present findings, get alignment on strategy with Council	
	22	West Ketchum traffic calming	Admin & Streets	June install	Plans approved by Council in April.	Ramsy to order pieces.
	23	Downtown Parking Plan	Admin - Clerk/Business Manager	Fall (adoption)	Draft completed & presented on April 15, 2024	Will be evaluated during Comp Plan process.
24	Update right-of-way standards	Admin, Planning				
25	Maintenance Projects					
	Chip seal of non-downtown core streets	Streets	August 10th-13th	Council approved March 18th		
	Paint striping	Streets	June	First pass: May/June weather depending, will return after chip seal		
	Friction seal East Ave.	Streets	June	Scheduled for June 18		
Natural Resources (page 29)	26	Warm Springs Preserve Master Plan	Admin, Facilities, P&B	Fall 2025	Next up: Completion of local & state permitting; bid project fall for Updating property signage.	
					Bathroom building approved by P&Z. Continue to work w/BLM on future bridge location	
	27	Implement sustainability projects				
		Cardboard compactor	Admin & Facilities	Spring 2024	Complete.	
	KFD solar panels	Admin & Facilities	Spring 2025	Bid issued		
	EV Charging station at Leadville parking lot	Admin & Facilities	Late Spring 2024		Ordered from IDPCo, scheduling underway	
Parks, Rec, Open Space	28	Forest Service Park upgrades. A. aint & roof b. adaoptive reuse master plan	Facilities	TBD		Re-quote to coincide with SVMOA Renovations
	29	Town Square & Visitor Center revamp planning	Admin, Facilities, P&B	TBD	June workshop - strategic direction to inform VC lease solicitation	Concept packet wrapping up
	30	Pickleball fence lowering and paved patio install	Recreation	Spring 2024	fence lowering this spring, may wait for SVPA funding for pavers	Funded through city and WRPA
	31	Revamp of existing Pump Park	Recreation	Fall 2024	Complete end of May, 2024	Funded through donations and CIP
	32	Blaine County Recreation District Needs Assesment	Admin	Spring 2024	Complete	Funding contribution to study
Public Safety & Utilities (page 51)	33	Potential Fire Department consolidation w/WR Fire & Rescue and Blaine County EMS fire study	Admin, Fire	January 2025		
	34	Implement Water CIP	Water			
		Relocation of water lines - HWY 75		Fall	Complete concept design & EE and present to council.	Partial relocations, with Trail Creek Bridge being the priority.
		Relocation of water lines - Main Street		End of April	Complete.	
		Northwood Pump Station emergency power		Goal of June 1	Operational.	Nearing completion, waiting for parts to arrive.
	35	Implement WasteWater CIP	Wastewater			
		Relocation of sewer lines - HWY 75 at Trail Creek Bridge		October 2024	Plans approved by DEQ	Advertise for bids Spring 2024
		Sewer Collection System Facility Plan		July 2024	Engineer is preparing	Received \$50k DEQ grant
		Treatment Facility Ugrades				
	WRF Aeration upgrades		Spring 2025	Owner furnished equipment (blowers and vfd's) on order	Construction to begin Spring 2024	
				Construction contract award March 2024		

2024 City of Ketchum Work Plan

COMP PLAN CHAPTER	PROJECT	DEPARTMENT(S)	COMPLETION TARGET	KEY MILESTONES	STATUS UPDATES
	WRF Solids Handling Improvements		Fall 2027	Detailed design completion 11/2024	30% Design and Preliminary Engineering Report approved by DEQ
	36 Avalanche study	Fire		Project kickoff: May 2024	
	37 Power line undergrounding	Admin & Facilities			
	HWY75 - Weyakin to Gem Street		Spring 2025		w/ITD work
	Main Street - 9th & 10th Streets		TBD		6th -10th portion of main potential deferred to 2027 ITD project
Strong & Diverse Economy (page 15)	38 Address Post Office service delivery challenges	Admin	TBD	Next up: Legal appeal letter	Work with congressional delegates & Post Master
High Performing Community & City (page 59)	39 Improve City planning framework				
	Comprehensive Plan	Planning			
	Guide Book	Admin			
	Annual Plan	Department-wide	Ongoing		Example layouts/structure is being designed now for spring, 2024 review
	40 County-wide collaboration				
	Housing	Housing			
	Public Safety				
	Fire Station consolidation	Admin, Fire			
	County: Safe Streets for All (SS4A) grant	Admin	Spring	In process. Required to make fed grant applications	
	County: Bike/Ped Master Plan	Admin	Spring	Complete. Scheduling for governing bodies' adoption.	
	Future Highway 75 improvements	Admin			
41 Resort Cities Coalition	Admin	Ongoing	Passage of liquor bill 1381a; defeat of STR bill	Upcoming AIC session; year-round lobbyist engagement	
42 Resident Survey	Admin	May 1, 2024	Complete.	Full report is now posted on the city website	
43 Website consolidation and rebuild	Admin - Communications	Summer 2025	Next up: work with departments on needs and request bids from contractors		
People & Culture	44 Employee intranet site	Admin - Communications	TBD		Exploring another avenue.
	45 Complete salary comparisons study & update job descriptions	Department-wide	Ongoing	Kinds & Levels chart completed.	
	46 Refresh employee handbook	Admin team	December '23		Adopted
Financial	47 Capital Improvement Plan	Admin, Finance, P&B	Ongoing	Impact fees updating	
	Update 5yr forecast for all funds				
Technology	48 Strategic Road Map	Admin - Clerk/Business Manager	March		
	49 KetchumIdaho.org revamp planning	Admin - Comms	2025 launch		
	50 Cybersecurity	Admin - Clerk/Business Manager			
	51 GIS data improvements	Planning & Building	December	July - conduct dept clean-up December - evaluation & inventory of all GIS data city-wide	
Business System/Process	52 Buliding dept transition (Safebuilt)	Planning & Building	March 1	Launched.	
	53 Procurement manual	Admin - Clerk/Business Manager	March	Complete (but updating layout design)	
	54 Brand analysis and guidelines	Admin - Comms	Summer 2024		



COMPREHENSIVE PLAN

Broad goals and policies
10-20 years



GUIDEBOOK

Strategies and objectives for policies
4 years



WORK PLAN

Tasks by dept.
Annual





City of Ketchum

CITY COUNCIL MEETING AGENDA MEMO

Meeting Date: Staff Member/Dept:

Agenda Item:

Recommended Motion:

There is no recommended motion. Staff will review the attached presentation and stand for initial questions/concerns from City Council. One more review will occur during the June budget workshop.

Reasons for Recommendation:

- The city oversees two Enterprise Funds (Water and Wastewater) which operate fully from monthly customer charges.
- City staff maintains a ten year financial model for both funds to ensure long-term capital needs are being factored into rate setting along with annual operating costs (e.g. personnel, utilities, minor equipment).
- Staff has updated the model to reflect the latest operational costs as well as a refreshed Capital Improvement Plan.

Sustainability Impact:

Many of the CIP items seek to reduce the growth in electrical utilization/costs.

Financial Impact:

None OR Adequate funds exist in account:	Staff is recommending fee increases in both funds to ensure operating costs are addressed and adequate capital reserves.
--	--

Attachments:


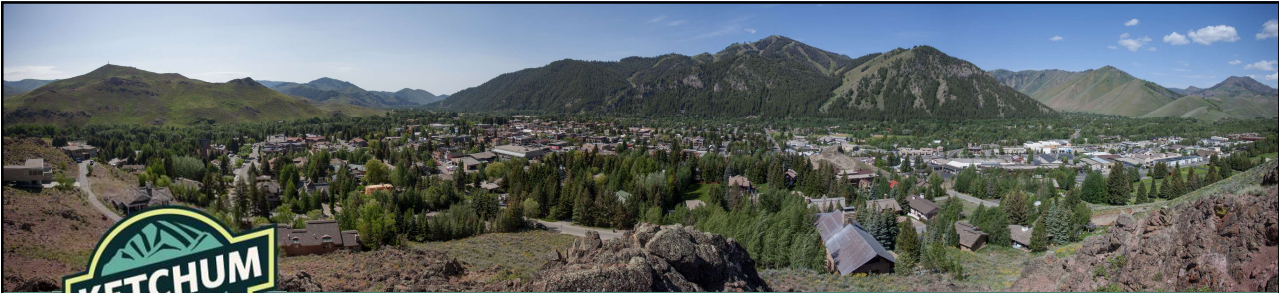
- | |
|----------------------------------|
| 1. Presentation |
| 2. Water financial forecast |
| 3. Wastewater financial forecast |



Enterprise Funds Financial Discussion

2025 Budget Process
May 6, 2024

1



Water Fund

2



Current Fiscal Year Financials

WATER			
REVENUES			
Adopted Budget	\$	3,168,928	
Collected YTD	\$	1,317,379	42%
Remaining	\$	1,851,549	
EXPENDITURES			
Adopted Budget	\$	3,168,928	
Spent YTD	\$	1,360,007	43%
Remaining	\$	1,808,921	
NET POSITION	\$	(42,623)	

3



Water Fund Update

Recent Actions/Updates:

- Updated/Refined CIP
- Water Conservation
 - 242 million gallon reduction since 2014
 - 153 million gallons, Ketchum Springs abandonment
 - 64 million gallons, operational changes
 - 25 million gallons, New Rate Structure

Current Primary Objectives:

- Fund Financial Stability
 - Designated Operational and Capital Reserves
 - Avoid Debt
- Full Implementation of the CIP
- Limit rate impacts to customers

4



Wood River Rate Comparisons

Current Rates

	Ketchum	Sun Valley	Hailey	Bellevue
Water Base	\$15.28	\$19.55	\$9.22	\$35.05
Water Usage	\$6.55		\$2.55	
Total	\$21.83	\$19.55	\$11.77	\$35.05

- Based on 5,000 gallon usage
- **Proposed 2025 Ketchum Rate: \$22.94**

5



Financial Assumptions


Capital Expenditures

- Based on Current 5-Year CIP (2024-2028)
- CIP Expenses for the “Out” Years (2029-2034)
 - Assumed at \$900k annually

Operating Costs

- Personnel - 4.5% Annual Growth
- Materials & Services - 3.0% Annual Growth
- Other expenses are assumed flat or are based on known amounts


6



Water CIP 2025-2029

	Projected Costs by Year				
	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029
New Weyyakin Mainline ext.	\$ 375,000				
Neils Way to Glade Court mainline ext.	\$ 75,000				
Reinheimer West Mailine ext.	\$240,000				
Reinheimer East Mainline ext.	\$165,000				
Trail Creek Bridge Hwy 75		\$ 50,000			
Trail Creek Mainline Construction phase 2 IPCO to Well		\$380,000			
Trail Creek Well, Re-build			\$ 600,000		
Trail Creek Mainline Construction			\$ 380,000		
Spur Ln. Loop Tie in				\$ 50,000	
Saddle/Hwy75 to 10th ML ext.				\$ 312,500	
Trail Creek Well, Re-build				\$ 600,000	
Estimate					\$ 790,000
Water Meters	\$ 50,000	\$ 50,000	\$ 50,000	\$ 50,000	\$ 50,000
Construction	\$ 60,000	\$ 60,000	\$ 60,000	\$ 60,000	\$ 60,000
Total	\$965,000	\$540,000	\$1,090,000	\$1,072,500	\$ 900,000


7



Projected Financial Position (10-Year)

- Based on Current CIP – **Fully Funded**
- Assumed Rate Increases
 - 2025: 5%
 - 2026: 5%
 - 2027: 5%
 - 2028: 5%
 - 2029-34: 3%
- Projected FY 2024 EOY Undesignated Fund Balance
 - \$3,101,110 – Operating
 - \$792,533 – Capital
- Projected FY 2034 EOY Undesignated Fund Balance
 - \$2,279,678 – Operating
 - \$2,167,533 – Capital

8




Water Fund Discussion

9



Wastewater Fund


10



Current Fiscal Year Financials

WASTEWATER			
REVENUES			
Adopted Budget	\$	3,576,023	
Collected YTD	\$	1,901,939	53%
Remaining	\$	1,674,084	
EXPENDITURES			
Adopted Budget	\$	3,576,023	
Spent YTD	\$	1,649,028	46%
Remaining	\$	1,926,995	
NET POSITION		\$	252,911

11

- 
- ## Wastewater Fund Update
- Recent Actions:**
- Approved Bond to Fund CIP Needs
 - Updated/Refined CIP
- Current Primary Objectives:**
- Fund Financial Stability
 - Designated Operational and Capital Reserves
 - Full Implementation of the CIP
 - Limit rate impacts to customers
- 12



Wood River Rate Comparisons

Current Rates

	Ketchum	Sun Valley	Hailey	Bellevue
Sewer Charge	\$43.94	\$34.54	\$85.03	\$89.29

- **Proposed 2025 Ketchum Rate: \$46.14**

13



Financial Assumptions


Capital Expenditures

- Based on Current CIP (2025-2034)
 - CIP Expenses 2033-2034 Assumed at \$3.6M annually

Operating Costs

- Personnel - 4.5% Annual Growth
- Materials & Services - 3.0% Annual Growth
- Other expenses are assumed flat or are based on known amounts


14



Wastewater CIP 2025-2029

	Projected Costs by Year				
	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029
Energy Efficiency Projects	\$ 50,000	\$ 50,000	\$ 50,000	\$ 50,000	\$ 50,000
Aeration Basin Blowers & Updated Electrical	\$1,496,375				
Upgrade Filter PLC	\$ 25,000	\$ 77,000			
UV PLC Upgrade	\$ 25,000	\$ 77,000			
Screw Press Thickener and Dewatering Building	\$2,274,760	\$4,377,000			
Screw Press, Conveyors, Poly System	\$ 600,000	\$ 40,000			
Gravity Thickener	\$ 50,000				
Replace Pumps	\$ 33,000		\$ 353,250		
Sewer Line Construction (Trail Creek Bridge)	\$ 175,000				
Aeration Basin Upgrade (Basins 1 & 2)		\$ 485,000	\$3,196,000		
Outfall Clearing		\$ 83,500			
Misc. Headworks Improvements			\$ 50,000		
East Clarifier HVAC and New Roof				\$ 183,000	
Replace UV Equipment				\$1,694,000	
Replace VFD's				\$ 782,000	
Digester #2					\$ 924,000
New and Replacement Digester Blowers					\$ 952,000
Total	\$4,729,135	\$5,189,500	\$3,649,250	\$2,709,000	\$1,926,000

15

- 
- ## Projected Financial Position (10-Year)
- Based on Current CIP – **Fully Funded**
 - Assumed Rate Increases
 - 5% annual increase
 - Projected FY 2024 EOY Undesignated Fund Balance
 - \$3,559,301 – Operating
 - \$6,345,607 – Capital
 - Projected FY 2034 EOY Undesignated Fund Balance
 - \$2,744,894 – Operating
 - \$6,034,189 – Capital
- 16



Wastewater Fund Discussion

17

**City of Ketchum
Water Fund Financial Forecast (Operating Fund 63)**

Operating Revenues and Expenses												
Revenues			10-Year Projection Window									
Revenue Source	FY 2023 Actuals	FY 2024 Budget	FY 2025 Projected	FY 2026 Projected	FY 2027 Projected	FY 2028 Projected	FY 2029 Projected	FY 2030 Projected	FY 2031 Projected	FY 2032 Projected	FY 2033 Projected	FY 2034 Projected
1 Undesigned Fund Balance	\$2,691,566	\$3,287,166	\$3,101,110	\$2,712,969	\$2,830,150	\$2,484,327	\$2,197,728	\$2,112,663	\$2,057,736	\$2,039,037	\$2,052,388	\$2,093,841
2 Water Charges	\$2,599,850	\$2,593,545	\$2,723,222	\$2,859,383	\$3,002,353	\$3,152,470	\$3,247,044	\$3,344,456	\$3,444,789	\$3,548,133	\$3,654,577	\$3,764,214
3 WA Connect Fee/Fireline/Meter	\$11,710	\$23,000	\$23,000	\$23,000	\$23,000	\$23,000	\$23,000	\$23,000	\$23,000	\$23,000	\$23,000	\$23,000
4 Interest Earnings	\$105,823	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000
5 Refunds & Reimbursements	-\$23,216	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
6 Misc. Revenue	-\$47,649	\$2,500	\$2,500	\$2,500	\$2,500	\$2,500	\$2,500	\$2,500	\$2,500	\$2,500	\$2,500	\$2,500
7 Total	\$2,646,518	\$2,629,045	\$2,758,722	\$2,894,883	\$3,037,853	\$3,187,970	\$3,282,544	\$3,379,956	\$3,480,289	\$3,583,633	\$3,690,077	\$3,799,714
8 Expenses												
Expenditure Type	FY 2023 Actuals	FY 2024 Budget	FY 2025 Projected	FY 2026 Projected	FY 2027 Projected	FY 2028 Projected	FY 2029 Projected	FY 2030 Projected	FY 2031 Projected	FY 2032 Projected	FY 2033 Projected	FY 2034 Projected
9 Personnel	\$479,010	\$725,299	\$757,937	\$792,045	\$827,687	\$864,933	\$903,855	\$944,528	\$987,032	\$1,031,448	\$1,077,863	\$1,126,367
10 Materials & Services	\$545,785	\$721,693	\$743,344	\$765,644	\$788,613	\$812,272	\$836,640	\$861,739	\$887,591	\$914,219	\$941,646	\$969,895
11 Depreciation Expense	\$236,770	\$275,000	\$275,000	\$275,000	\$275,000	\$275,000	\$275,000	\$275,000	\$275,000	\$275,000	\$275,000	\$275,000
12 Reimbursements (Indirect to GF)	\$218,048	\$233,365	\$233,365	\$233,365	\$233,365	\$233,365	\$233,365	\$233,365	\$233,365	\$233,365	\$233,365	\$233,365
13 Contingency	\$13,900	\$18,000										
14 Total Operating Expenses	\$1,493,513	\$1,973,357	\$2,009,646	\$2,066,054	\$2,124,665	\$2,185,569	\$2,248,859	\$2,314,632	\$2,382,988	\$2,454,032	\$2,527,874	\$2,604,627
15 Net Operating Income	\$1,153,005	\$655,688	\$749,076	\$828,830	\$913,187	\$1,002,401	\$1,033,685	\$1,065,323	\$1,097,301	\$1,129,601	\$1,162,203	\$1,195,087
16 Existing Debt Service	\$123,823	\$307,744	\$309,717	\$309,149	\$306,510	\$354,000	\$356,250	\$357,750	\$353,500	\$353,750	\$358,250	\$246,750
17 Total Debt Service	\$123,823	\$307,744	\$309,717	\$309,149	\$306,510	\$354,000	\$356,250	\$357,750	\$353,500	\$353,750	\$358,250	\$246,750
18 Total Op Ex + Debt	\$1,617,336	\$2,281,101	\$2,319,363	\$2,375,203	\$2,431,175	\$2,539,569	\$2,605,109	\$2,672,382	\$2,736,488	\$2,807,782	\$2,886,124	\$2,851,377
19 Net Cash after Debt and Operations	\$1,029,182	\$347,944	\$439,359	\$519,681	\$606,677	\$648,401	\$677,435	\$707,573	\$743,801	\$775,851	\$803,953	\$948,337
20 Transfers to CIP Fund	\$534,000	\$534,000	\$827,500	\$402,500	\$952,500	\$935,000	\$762,500	\$762,500	\$762,500	\$762,500	\$762,500	\$762,500
21 Ending Cash Balance	\$3,186,748	\$3,101,110	\$2,712,969	\$2,830,150	\$2,484,327	\$2,197,728	\$2,112,663	\$2,057,736	\$2,039,037	\$2,052,388	\$2,093,841	\$2,279,678
22 CIP Funding												
23 CIP Carry Forward	\$556,763	\$768,533	\$792,533	\$930,033	\$1,067,533	\$1,205,033	\$1,342,533	\$1,480,033	\$1,617,533	\$1,755,033	\$1,892,533	\$2,030,033
25 Portion Funded with Bond Proceeds	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
26 CIP Funding (Add Back Depreciation)	\$236,770	\$275,000	\$275,000	\$275,000	\$275,000	\$275,000	\$275,000	\$275,000	\$275,000	\$275,000	\$275,000	\$275,000
27 Transfers In From Fund Balance	\$534,000	\$534,000	\$827,500	\$402,500	\$952,500	\$935,000	\$762,500	\$762,500	\$762,500	\$762,500	\$762,500	\$762,500
28 Total Sources of Funds for CIP	\$770,770	\$809,000	\$1,102,500	\$677,500	\$1,227,500	\$1,210,000	\$1,037,500	\$1,037,500	\$1,037,500	\$1,037,500	\$1,037,500	\$1,037,500
29 CIP Annual Outflows	\$559,000	\$785,000	\$965,000	\$540,000	\$1,090,000	\$1,072,500	\$900,000	\$900,000	\$900,000	\$900,000	\$900,000	\$900,000
30 Change in CIP Fund	\$211,770	\$24,000	\$137,500	\$137,500	\$137,500	\$137,500	\$137,500	\$137,500	\$137,500	\$137,500	\$137,500	\$137,500
31 CIP Fund Balance	\$768,533	\$792,533	\$930,033	\$1,067,533	\$1,205,033	\$1,342,533	\$1,480,033	\$1,617,533	\$1,755,033	\$1,892,533	\$2,030,033	\$2,167,533
Metrics												
Days Cash on Hand	779	574	493	500	427	367	343	324	312	305	302	319
Coverage (Minimum Target 1.25x) ⁽¹⁾	11.22x	3.02x	3.31x	3.57x	3.88x	3.61x	3.67x	3.75x	3.88x	3.97x	4.01x	5.96x
Total Fund Balance (Op & Cap)	\$3,955,281	\$3,893,643	\$3,643,002	\$3,897,683	\$3,689,361	\$3,540,261	\$3,592,696	\$3,675,270	\$3,794,071	\$3,944,921	\$4,123,874	\$4,447,211

**City of Ketchum
Wastewater Fund Financial Forecast (Operating Fund 65)**

Operating Revenues and Expenses

Revenues		10-Year Projection Window											
		FY 2023 Actuals	FY 2024 Budget	FY 2025 Projected	FY 2026 Projected	FY 2027 Projected	FY 2028 Projected	FY 2029 Projected	FY 2030 Projected	FY 2031 Projected	FY 2032 Projected	FY 2033 Projected	FY 2034 Projected
Revenue Source													
1	Undesigned Fund Balance	\$2,691,566	\$2,868,505	\$3,559,301	\$3,641,764	\$3,596,762	\$3,029,491	\$2,581,469	\$2,254,530	\$2,061,088	\$2,003,655	\$2,095,360	\$2,339,467
2	Wastewater Charges	\$2,584,743	\$2,732,897	\$2,869,542	\$3,013,019	\$3,163,670	\$3,321,853	\$3,487,946	\$3,662,343	\$3,845,461	\$4,037,734	\$4,239,620	\$4,451,601
3	Sun Valley WA & SW District OP Contribution	\$690,764	\$812,576	\$737,067	\$785,870	\$819,940	\$855,354	\$892,165	\$930,430	\$970,210	\$1,011,566	\$1,054,562	\$1,099,265
4	Interest Earnings	\$46,054	\$7,000	\$15,000	\$15,000	\$15,000	\$15,000	\$15,000	\$15,000	\$15,000	\$15,000	\$15,000	\$15,000
5	Refunds & Reimbursements	\$42,994	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
6	Amortized Bond Premium	\$66,411	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
7	Misc. Revenue	-\$46,798	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
8	Fund Balance Assigned	\$0	\$134,419	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
9	Total	\$3,384,169	\$3,686,892	\$3,621,609	\$3,813,889	\$3,998,610	\$4,192,207	\$4,395,111	\$4,607,774	\$4,830,671	\$5,064,299	\$5,309,182	\$5,565,867
10	Expenses												
Expenditure Type		FY 2023 Projected	FY 2024 Budget	FY 2025 Projected	FY 2026 Projected	FY 2027 Projected	FY 2028 Projected	FY 2029 Projected	FY 2030 Projected	FY 2031 Projected	FY 2032 Projected	FY 2032 Projected	FY 2032 Projected
11	Personnel	\$831,457	\$974,150	\$967,618	\$1,011,161	\$1,056,663	\$1,104,213	\$1,153,902	\$1,205,828	\$1,260,090	\$1,316,794	\$1,376,050	\$1,437,972
12	Materials & Services	\$793,075	\$854,318	\$873,400	\$899,602	\$926,590	\$954,388	\$983,019	\$1,012,510	\$1,042,885	\$1,074,172	\$1,106,397	\$1,139,589
13	Depreciation Expense	\$358,055	\$330,000	\$360,000	\$360,000	\$360,000	\$360,000	\$360,000	\$360,000	\$360,000	\$360,000	\$360,000	\$360,000
14	Reimbursements (Indirect to GF)	\$298,280	\$337,728	\$337,728	\$337,728	\$337,728	\$337,728	\$337,728	\$337,728	\$337,728	\$337,728	\$337,728	\$337,728
15	Total Operating Expenses	\$2,280,867	\$2,496,196	\$2,538,746	\$2,608,491	\$2,680,981	\$2,756,329	\$2,834,650	\$2,916,066	\$3,000,704	\$3,088,694	\$3,180,175	\$3,275,289
16	Net Operating Income	\$1,103,303	\$1,190,696	\$1,082,863	\$1,205,398	\$1,317,629	\$1,435,879	\$1,560,461	\$1,691,708	\$1,829,967	\$1,975,605	\$2,129,007	\$2,290,577
17	2023 Wastewater Rev Bond (20yrs)	\$119,916	\$499,900	\$500,400	\$500,400	\$499,900	\$498,900	\$502,400	\$500,150	\$502,400	\$498,900	\$499,900	\$500,150
18	2027 Wastewater Rev Bond (20yrs)	\$0	\$0	\$0	\$0	\$635,000	\$635,000	\$635,000	\$635,000	\$635,000	\$635,000	\$635,000	\$635,000
19	Defeasance of 2014 Bonds	\$806,448	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
20	Total Debt Service	\$926,364	\$499,900	\$500,400	\$500,400	\$1,134,900	\$1,133,900	\$1,137,400	\$1,135,150	\$1,137,400	\$1,133,900	\$1,134,900	\$1,135,150
21	Total Op Ex + Debt	\$3,207,231	\$2,996,096	\$3,039,146	\$3,108,891	\$3,815,881	\$3,890,229	\$3,972,050	\$4,051,216	\$4,138,104	\$4,222,594	\$4,315,075	\$4,410,439
22	Net Cash after Debt and Operations	\$176,939	\$690,796	\$582,463	\$704,998	\$182,729	\$301,979	\$423,061	\$556,558	\$692,567	\$841,705	\$994,107	\$1,155,427
23	Transfers to CIP Fund	\$0	\$0	\$500,000	\$750,000	\$750,000	\$750,000	\$750,000	\$750,000	\$750,000	\$750,000	\$750,000	\$750,000
24	Ending Cash Balance	\$2,868,505	\$3,559,301	\$3,641,764	\$3,596,762	\$3,029,491	\$2,581,469	\$2,254,530	\$2,061,088	\$2,003,655	\$2,095,360	\$2,339,467	\$2,744,894

25	CIP Funding												
26	CIP Carry Forward	\$1,245,314	\$8,134,260	\$6,345,607	\$4,753,540	\$3,268,790	\$9,554,165	\$9,309,665	\$9,456,665	\$9,391,700	\$8,765,199	\$7,414,189	\$6,724,189
27	Bond Proceeds Deposit	\$7,000,000				\$7,000,000							
28	Portion Funded with Bond Proceeds	\$469,109	\$2,118,653	\$2,452,067	\$1,960,171	\$1,824,625	\$1,354,500	\$963,000	\$1,174,966	\$1,682,910	\$0	\$0	\$0
29	Depreciation Expense (Add Back)	\$358,055	\$330,000	\$360,000	\$360,000	\$360,000	\$360,000	\$360,000	\$360,000	\$360,000	\$360,000	\$360,000	\$360,000
30	CIP Cash Contribution from SVWSD Dist (50%)	\$117,677	\$1,805,000	\$2,277,068	\$2,594,750	\$1,824,625	\$1,354,500	\$963,000	\$1,174,966	\$1,736,501	\$2,461,011	\$1,800,000	\$1,800,000
31	Transfer In From Fund Balance	\$0	\$0	\$500,000	\$750,000	\$750,000	\$750,000	\$750,000	\$750,000	\$750,000	\$750,000	\$750,000	\$750,000
32	Total Sources of Funds for CIP	\$475,732	\$2,135,000	\$3,137,068	\$3,704,750	\$2,934,625	\$2,464,500	\$2,073,000	\$2,284,966	\$2,846,501	\$3,571,011	\$2,910,000	\$2,910,000
33	CIP Annual Outflows	\$586,786	\$3,923,653	\$4,729,135	\$5,189,500	\$3,649,250	\$2,709,000	\$1,926,000	\$2,349,931	\$3,473,001	\$4,922,021	\$3,600,000	\$3,600,000
34	Change in CIP Fund	-\$111,054	-\$1,788,653	-\$1,592,067	-\$1,484,750	-\$714,625	-\$244,500	\$147,000	-\$64,966	-\$626,501	-\$1,351,011	-\$690,000	-\$690,000
35	CIP Fund Balance	\$8,134,260	\$6,345,607	\$4,753,540	\$3,268,790	\$9,554,165	\$9,309,665	\$9,456,665	\$9,391,700	\$8,765,199	\$7,414,189	\$6,724,189	\$6,034,189
36	Remaining Bond Proceeds	\$6,530,891	\$4,412,238	\$1,960,171	\$0	\$5,175,375	\$3,820,875	\$2,857,875	\$1,682,910	\$0	\$0	\$0	\$0
	Metrics												
	Days Cash on Hand (Target 180 Days)	459	520	524	503	412	342	290	258	244	248	269	306
	Coverage (Minimum Target 1.25x) ⁽¹⁾	1.58x	3.04x	2.88x	3.13x	1.48x	1.58x	1.69x	1.81x	1.93x	2.06x	2.19x	2.34x
	Total Fund Balance (Op & Cap)	\$11,002,765	\$9,904,908	\$8,395,304	\$6,865,552	\$12,583,656	\$11,891,135	\$11,711,196	\$11,452,788	\$10,768,854	\$9,509,549	\$9,063,655	\$8,779,082